



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, May 6, 2025
4:00 PM

AGENDA

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

Meeting link for computer, tablet, or
smartphone.

www.gotomeet.me/KLWTDCLerkboard-meeting

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

Access Code: 587-583-005

BOARD MEMBERS:

Nicolas Rodriguez	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 March 18, 2025	4
2. Minutes of April 15, 2025	12
G. GENERAL MANAGER	
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H. CUSTOMER SERVICE	
I. IT	
J. BUDGET AND FINANCE	
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2. KLWTD Power Conditioning Project Change Order #1 Option 2A	66
3. KLWTD Power Conditioning Project Change Order #1 Option 2B	74

N. ENGINEERING

O. LEGAL

1. South Cliff Holdings LLC - Resolution approving payment plan for SIC

82

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("DISTRICT") APPROVING A PLAN FOR PAYMENT OF THE SYSTEM IMPACT CHARGE ("SIC") IMPOSED ON SOUTH CLIFF HOLDINGS LLC BY THE DISTRICT BOARD OF COMMISSIONERS ("BOARD") IN THE AMOUNT OF \$112,241.25; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Amended Easement Agreement with The Archdiocese of Miami, Florida

85

A RESOLUTION APPROVING THE ATTACHED AMENDED, RESTATED AND SUPERSEDING EASEMENT AGREEMENT BY AND BETWEEN KEY LARGO WASTEWATER TREATMENT DISTRICT AND THE ARCHDIOCESE OF MIAMI, FLORIDA; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:
May 6, 2025

Agenda Item Number: F-1

Action Required:
Yes

Department:

Legal

Sponsor:

Nicholas W. Mulick, Esq.

Subject:

Minutes of March 18, 2025

Summary:

Staff to present the minutes of March 18, 2025, for approval.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Minutes

Approved By: _____

General Manager



Date: _____

05/01/2025



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, March 18, 2025

MINUTES

CALL TO ORDER (A)

Vice-Chair Timothy Maloney called the meeting to order at 4:03 p.m.

PLEDGE OF ALLEGIANCE (B)

Mr. Peter Rosasco led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Vice Chairman Timothy Maloney; Commissioners Sue Heim and Philip Schwartz

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

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

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Vice-Chairman Tim Maloney requested item *N-1* be presented before item *G-1*.

Mr. Rosasco requested the addition of items *G-1 Florida Keys Day Update*, *G-2 FKQWIP Update*, and *G-3 April 1, 2025, meeting discussion*.

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

PUBLIC COMMENT (E)

Name and Address:

Andy Tobin, Key Largo

Subject:

Agenda Item O-1

Frank Pla, Key Largo

Agenda Item O-3

APPROVAL OF MINUTES (F)

Minutes of March 4, 2025 (F-1)

Motion: Commissioner Schwartz made a motion to approve the minutes of March 4, 2025. Commissioner Heim seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

Florida Keys Day Update (G-1)

Mr. Rosasco discussed Florida Keys Day for 2025.

FKQWIP Update (G-2)

Mr. Rosasco gave an update on FKQWIP after Florida Keys Day 2025.

April 1, 2025, meeting discussion (G-3)

The GM will advise the April 1, 2025, meeting status by Friday March 21, 2025.

CUSTOMER SERVICE (H)

Customer Service Report – February 2025 (H-1)

Ms. Fazio presented the Customer Service monthly report.

IT (I)

IT Report – February 2025 (I-1)

Mr. Redmond presented the IT monthly report.

BUDGET AND FINANCE (J)

Budget and Finance Report – February 2025 (J-1)

Ms. Fazio presented the Budget and Finance monthly report.

FIELD (K)

Field Report – February 2025 (K-1)

Mr. Perez presented the Field monthly report.

ESRI Agreement Renewal (K-2)

Mr. Perez requested approval of the 3-year ESRI Agreement Renewal

Motion: Commissioner Schwartz made a motion to approval item K-2.
Commissioner Heim seconded the motion.

Vote on Motion:

Commissioner Schwartz – Aye

Commissioner Heim - Aye

Vice Chairman Maloney – Aye

PLANT/FACILITIES (L)

Plant/Facilities Report – February 2025 (L-1)

Mr. Dempsey presented the Plant/Facilities monthly report.

Spare VFD for SBR Blowers Purchase (L-2)

Mr. Dempsey requested approval of the purchase of a spare VFD for the SBR Blowers.

Motion: Commissioner Heim made a motion to approve item L-2.
Commissioner Schwartz seconded the motion.

Vote on Motion:

Commissioner Heim – Aye

Commissioner Schwartz – Aye

Vice Chairman Maloney – Aye

CAPITAL PROJECTS (M)

Capital Projects Report – February 2025 (M-1)

Ms. Connor presented the Capital Projects monthly report.

ENGINEERING (N)

Vacuum Stations Odor Control Project Recommendation of Award (N-1)

Mr. Suggs requested approval of Belle Construction Services, LLC, for the Vacuum Stations Odor Control Project.

Motion: Commissioner Heim made a motion to approve item N-1 as submitted.
Commissioner Schwartz seconded the motion.

Vote on Motion:

Commissioner Heim – Aye
Commissioner Schwartz – Aye
Vice Chairman Maloney – Aye

LEGAL REPORT (O)

Proposed Amendments to District General Rules and Regulations – 5:00 PM Public Hearing (O-1)

Proposed Amendments to District General Rules and Regulations (O-2)

Tabled to a future Board meeting.

South Cliff Estates SIC (O-3)

Tabled to April 15, 2025, Board meeting.

COMMISSIONER ITEMS (P)

Vice – Chairman Maloney commended Field Manager Rudy Perez for his outstanding work since taking on the Field Manager responsibility.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 6:08 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal _____

**KEY LARGO WASTEWATER TREATMENT DISTRICT
TALLAHASSEE VISIT
MARCH 12-14, 2025**

MARCH 12, 2025

Weather High 79 degrees, low 56 degrees

- 9:08 am Arrival Time (pick up by Cynthia and Mackenna)
- 9:45 am Hotel Check in Doubletree, 101 S Adams St, Tallahassee, FL 32301
Reservation numbers: #85130581-4 rooms, 82497173-one room
- 11:00 am Meeting with Gino Betta, Senate Staff Director of Environmental Budget
Subcommittee
- 11:30 am Lunch at Governors Club, balcony, 8 people
- 1:00 pm Meeting with Appropriations Chair, Rep Lawrence McClure, Room 418 Cap
- 2:00 pm Meeting with Bruce Topp, House Staff Director of Environmental Budget, 221
The Capitol
- 6:00 pm Welcome Back Reception at Charlie Park, 801 S Gadsden St, Tallahassee
- 7:30 pm Dinner at the Edison-reservation for 8, 470 Suwannee St

March 13, 2025

Weather High 82 degrees, low 63 degrees

- 9:00 am-
2:00 pm Meet Participants at Capital- Advocacy Meetings, 116 Knott Building
- 10:00 am Meeting with DEP, Deputy Secretary, Adam Blalock, 3900 Commonwealth Blvd.
- 11:00 am Return to Advocacy meetings or long lunch :-)
- 11:15 am Meeting with Rep Grow on HB 739, Standards for sanitary sewer lines, room
1302 the Capitol
- 12:00 pm Lunch at Harry's, 301 S Bronough St, Kleman Plaza
- 1:30 pm Back to Advocacy Meetings
- 3:00 pm Meeting with Kim Cramer, Governor's Office of Policy and Budget, Director
Roberta Skinner, Nicolas Stinson
Room 1801 Capitol
- 5:30 pm Keys Day, Capital Courtyard
- 7:00 pm Dinner Reservation Chuck's for 8 people, 224 E College Ave

March 14, 2025

Weather High 82 degrees, low 63 degrees

9:48 am Flight Departs

ARTICLE XIII DISTRICT FEE SCHEDULE

RULE

FEE

9.03 Fees and Charges for Wastewater Service:

- 9.03(a)(i) \$28.81 monthly base charge per dwelling unit or EDU reflected in the most recent assessment of the tax parcel through September 30, 2025; \$30.47 through September 30, 2026; \$32.14 commencing October 1, 2026.
- 9.03(a)(ii) \$28.81 monthly base charge per dwelling times # of dwellings or EDUs attributed to that customer through September 30, 2025; \$30.47 through September 30, 2026; \$32.14 commencing October 1, 2026.
- 9.03(a)(vi) \$28.81 monthly base charge through September 30, 2025; \$30.47 through September 30, 2026; \$32.14 commencing October 1, 2026.
- 9.03(a)(vii) \$46.88 monthly charge (Alternative charge billed by FKAA) through September 30, 2025; \$49.60 through September 30, 2026; \$52.33 commencing October 1, 2026.
- 9.03(b)(i) \$4.52 per 1,000 gallons through September 30, 2025; \$4.80 through September 30, 2026; \$5.07 commencing October 1, 2026.
- 9.03(b)(ii) \$4.52 per 1,000 gallons through September 30, 2025; \$4.80 through September 30, 2026; \$5.07 commencing October 1, 2026.

9.07 Adjustment of Monthly Fees and Charges:

- 9.07(a)(ii) 2) \$4.52 per 1,000 gallons times # of gallons FKAA credited through September 30, 2025; \$4.80 through September 30, 2026; \$5.07 commencing October 1, 2026.

12.03 Vessel Sanitary Wastewater Fees and Charges (billed semi-annually):

- 12.03(a) Annual Base Charge \$531.00 through September 30, 2025;
\$561.80 through September 30, 2026;
\$596.70 commencing October 1, 2026.
- Volumetric Charge per each 1,000 gallons \$18.92 through September 30, 2025;
\$20.02 through September 30, 2026;
\$21.12 commencing October 1, 2026.

Rule # FEE**3.06 Tampering:**3.06(e) Investigation: ~~\$150.00~~ ~~\$75.00~~3.06.(e) Charge ~~\$300.00~~ ~~\$150.00~~3.06(e) 1st Repeat Occurrence ~~\$450.00~~ ~~\$300.00~~3.06(e) 2nd Repeat Occurrence \$700.003.06(e) 3rd Repeat Occurrence \$1,000.00**3.08 Customer's Duty to Maintain:**

3.08(d) Fine not to exceed \$1,000.00.

9.01 Plan Review Fee:9.01(b) **Multi-family** 5 hours ~~\$90.00~~ ~~\$50.00~~ per dwelling subject to ~~\$450.00~~ ~~\$250.00~~ minimum charge, and ~~\$210.00~~ ~~\$165.00~~ per each hour over 5 hours.**Non-residential** 5 hours ~~\$90.00~~ ~~\$50.00~~ per EDU subject to ~~\$450.00~~ ~~\$250.00~~ minimum charge, and ~~\$210.00~~ ~~\$165.00~~ per each hour over 5 hours.**9.03 Fees and Charges for Wastewater Service:**

9.03(a)(i) \$28.81 monthly base charge per dwelling unit or EDU reflected in the most recent assessment of the tax parcel.

9.03(a)(ii) \$28.81 monthly base charge per dwelling times # of dwellings or EDU's attributed to that customer.

9.03(a)(vi) \$28.81 monthly base charge.

9.03(a)(vii) \$46.88 monthly charge (Alternative charge billed by FKAA)

9.03(b)(i) \$5.42 per 1,000 gallons.

9.03(b)(ii) \$5.42 per 1,000 gallons.

9.06 Service Charges:9.06 8:00am-4:00pm business days ~~\$40.00~~ ~~\$20.00~~4:00pm-8:00am or weekends or holidays ~~\$80.00~~ ~~\$60.00~~**9.07 Adjustment of Monthly Fees and Charges:**

9.07(a)(ii) 2) \$4.52 per 1,000 gallons times # of gallons FKAA credited.

11.02 Direct Billing:

11.02(c)(ii) Greater of \$4.00 or 10% of total delinquent outstanding balance.

12.03 Vessel Sanitary Wastewater Fees and Charges (billed semi-annually)12.03(a) Annual Base Charge \$531.00 ~~\$500.00~~Volumetric Charge per each 1,000 gallons \$18.92 ~~\$17.82~~⁶³ [Article XIII added by Res#?](#)

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

Meeting Date:

May 6, 2025

Agenda Item Number: F-2

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

Minutes of April 15, 2025

Summary:

Staff to present the minutes of April 15, 2025, for approval.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Minutes

Approved By: _____

General Manager



Date: _____

05/01/2025



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, April 15, 2025

MINUTES

CALL TO ORDER (A)

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

PLEDGE OF ALLEGIANCE (B)

Commissioner Philip Schwartz led the Pledge of Allegiance.

ROLL CALL (C)

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

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

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

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Chairman Rodriguez requested item O-1 be presented before item G-1
Commissioner Heim requested the addition of item *P-1 CEMEX*

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

PUBLIC COMMENT (E)

Name and Address:

Frank Pla, Key Largo

Subject:

Agenda Item O-1

APPROVAL OF MINUTES (F)

No report in agenda.

GENERAL MANAGER (G)

FKWQIP Update (G-1)

Mr. Rosasco gave an update on FKQWIP funding.

Stewardship Update (G-2)

Mr. Rosasco gave an update on Stewardship funding.

CUSTOMER SERVICE (H)

Customer Service Report – March 2025 (H-1)

Ms. Fazio presented the Customer Service monthly report.

IT (I)

IT Report – March 2025 (I-1)

Mr. Redmond presented the IT monthly report.

BUDGET AND FINANCE (J)

Budget and Finance Report – March 2025 (J-1)

Ms. Fazio presented the Budget and Finance monthly report.

FIELD (K)

Field Report – March 2025 (K-1)

Mr. Perez presented the Field monthly report.

PLANT/FACILITIES (L)

Plant/Facilities Report – March 2025 (L-1)

Mr. Dempsey presented the Plant/Facilities monthly report.

CAPITAL PROJECTS (M)

Capital Projects Report – March 2025 (M-1)

Ms. Connor presented the Capital Projects monthly report.

KLWTD Power Conditioning Project Change Order #1 (M-2)

Tabled to a future Board meeting.

KLWTD Disc Filter Change Order #5 - Spread Footer Scope Change (M-3)

Mr. Suggs requested approval of Change Order #5.

Motion: Commissioner Majeska made a motion to approve Change Order #5.
Commissioner Heim seconded the motion.

Vote on Motion:

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

Vacuum Stations Odor Control – Deductive Change Order #1 (M-4) (Laydown)

Mr. Suggs requested approval of Deductive Change Order #1.

Motion: Commissioner Maloney made a motion to approve Change Order #1.
Commissioner Schwartz seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye

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

ENGINEERING (N)

No report in agenda.

LEGAL REPORT (O)

South Cliff Estates SIC (O-1)

Mr. Mulick requested approval of South Cliff Estates SIC payment plan.

Motion: **Commissioner Maloney made “a motion to approve the plan for South Cliff Estates receiving the first payment tonight for \$39,614.58 and two annual payments thereafter of \$36,313.33, the reason is this is a 100% workforce housing project.”**
 Commissioner Schwartz seconded the motion.

Vote on Motion:

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

COMMISSIONER ITEMS (P)

Commissioner Heim discussed the Monroe County Planning Commission’s 3/26/2025 meeting in Key Largo regarding the CEMEX project.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 6:38 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal _____

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

Meeting Date:
April 15, 2025

Agenda Item Number: M-4

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:

Vacuum Stations Odor Control - Deductive Change Order #1

Summary of Discussion:

This is a balancing change order to utilize direct owner purchase for (2) Generators and (12) HI-CARB Odor Control Tanks.

Reviewed / Approved

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

Financial Impact

\$ **(1,401,110.92)**
Income
Funding Source:
N/A
Budgeted:
N/A

Attachments

1. Memo
2. Cummins Inc. Quotation
3. Heyward Inc. Quotation
4. Change Order #1

Approved By: _____

General Manager

Date: 04/10/2025

MEMORANDUM

To: Peter Rosasco, General Manager

From: Steve Suggs, P.E.

Date: April 14, 2025

Re: Justification for Laydown Item – Change Order No. 1

Change Order No. 1 is a balancing change order to facilitate the direct owner purchase of two (2) generators and twelve (12) odor control tanks. This item is being submitted as a laydown change order due to the extended lead time associated with the Cummins generators, currently estimated at 52–56 weeks.

The total contract duration for the Vacuum Stations Odor Control Project is 330 calendar days, which is shorter than the anticipated lead time for the generators. To avoid significant delays and minimize any necessary extension of contract time, it is important that the direct purchase process be initiated without delay.

We recommend proceeding with the change order to maintain the project schedule and mitigate potential impacts to contract completion.

April 4, 2025

Prepared by

Andres Sanchez
(770) 639-1942
nh279@cummins.com

We are pleased to provide you this quotation based on your inquiry.

Item	Description	Qty
1	DFEJ Commercial Diesel Generator Set, 450kW Standby 60Hz U.S. EPA, Stationary Emergency Application 450DFEJ, Diesel Genset, 60Hz, 450kW-Standby Rating Duty Rating - Standby Power (ESP) Emission Certification, EPA, Tier 2, NSPS CI Stationary Emergency Listing - UL 2200 Voltage - 277/480, 3 Phase, Wye, 4 Wire Alternator - 60Hz, 12 Lead, Broad Range, 125/105C Alternator Heater, 120 Volt AC Housing - None Enclosure Color - None Fuel Water Separator Control Mounting - Front Facing PowerCommand 2.3 Controller LCD Control Display Relays - Genset Status, User Configured Signals - Auxiliary, 8 Inputs/8 Outputs Relay - Alarm Shutdown Control Display Language - English Circuit Breaker or Entrance Box or Terminal Box - Right Only Circuit Breaker or Entrance Box or Terminal Box, Left - None Circuit Breaker - 600A, Right Circuit Breaker on Right side, 3 - Pole, UL 600, IEC 690, 100% Circuit Breaker or Entrance Box or Terminal Box, Left - None Circuit Breaker or Entrance Box - Bottom Entry,Right Side Auxiliary contacts/Trip Alarm - Single Circuit Breaker Exhaust Connector - Slip On Engine Air Cleaner - Normal Duty Engine Cooling - Radiator, 40C Ambient	1



	<p>Shutdown - Low Coolant Level</p> <p>Coolant Heater - 208/240/480 Volts AC, 40F Minimum Ambient Temperature</p> <p>Cummins Certified Test Record</p> <p>Standby 5 Year 2500 Hour Parts+Labor+Travel</p> <p>Literature - English</p> <p>Packing - Standard. This is the standard packing for domestic over-the-road deliveries</p>	
2	Battery Charger-10Amp, 120/208/240VAC, 12/24V, 50/60Hz	1
3	Annunciator-Panel Mounted With Enclosure (RS485)	1
4	Remote Emergency Stop Switch	1
5	<p>SOUND ATTENUATED ENCLOSURE</p> <p>ALUMINUM WEATHER PROOF REACH-IN ENCLOSURE, SOUND ATTENUATED TO AN AVERAGE OF 84 DBA @ 7 METERS IN A FREE FIELD ENVIRONMENT FROM A MECHANICAL START NOISE OF 91 DBA @ 7 METERS IN A FREE FIELD ENVIRONMENT. FIDELITY MANUFACTURING IS NOT RESPONSIBLE FOR SITE CONDITIONS THAT INTERFERE WITH FREE FIELD ENVIRONMENT TESTING.</p> <ul style="list-style-type: none"> - 6061 ALUMINUM TUBING WITH STANDARD RAL 9003 SIGNAL WHITE OR ANSI 61 LIGHT GRAY PRE-PAINTED .080" 5052 MARINE GRADE ALUMINUM SKIN ADHERED WITH 3M VHB VEHICLE TAPE. - .090" 5052 MARINE GRADE MILL FINISH ALUMINUM SHEET ROOF PEAKED FOR DRAINAGE. - ENCLOSURE DESIGNED TO MEET 4" PER HOUR RAIN TEST. - ENCLOSURE TRIMMED WITH 6063 MILL FINISH EXTRUDED ALUMINUM TRIM DESIGNED FOR WATERTIGHT AND AESTHETIC SEAL. TRIM ENHANCED WITH WEATHERPROOF COLOR MATCH CAULK. - (4) SINGLE KEY/PAD LOCKABLE DOORS STANDARD WITH STAINLESS STEEL HINGES AND HARDWARE. SPRING LOADED STAINLESS STEEL HOLD OPEN ROD. STANDARD INSTALLMENT TO OPEN TO 110° WITH THE ABILITY TO PULL PIN AND OPEN TO 180°. ALL DOORS PROVIDED WITH DRIP RAIL AT EACH DOOR ENTRY. - 2" MATTED FIBERGLASS THERMAL INSULATING SOUND ABSORPTION MATERIAL IN CEILING, WALLS, AND INTAKE PLENUM ALL COVERED WITH .032" 3003 MILL FINISH PERFORATED ALUMINUM. DISCHARGE PLENUM INTERIOR COVERED WITH .040" 3003 ALUMINUM SKIN. - INTAKE AND DISCHARGE PLENUM OPENINGS COVERED WITH BIRD SCREEN PROTECTION. - BLOW OPEN GRAVITY DISCHARGE DAMPER. - INTERNALLY MOUNTED HOSPITAL GRADE SILENCER RATED WITH A 35 TO 40 DBA REDUCTION, 8" INLET AND OUTLET DESIGNED WITH A RECTANGULAR SHAPE. - 304SS RAINCAP, ELBOW, AND RAIN SHIELD. - EXTERIOR DRAINS FOR RADIATOR COOLANT AND ENGINE OIL. 	1

- FRAMING DESIGN FOR ENCLOSURES PER ASCE7 AS REFERENCED BY IBC AND STATE/LOCAL CODE REQUIREMENTS.
- ENCLOSURE/TANK ANCHORING LAYOUT PROVIDED WITH SUBMITTAL PACKAGE.
- WIND LOAD - RATED AT 200 MPH.
- ROOF LOAD - RATED AT 53 PSF.
- SNOW LOAD - RATED AT 6 PSF.
2" X 4" FRAMING.
ENCLOSURE DIMS: 286"L X 84"W X 115"H
ESTIMATED WEIGHT TO BE 4,800 LBS.

ELECTRICAL PACKAGE OPTION INSTALLED IN ENCLOSURE.
INCLUDES:
- 100 AMP MAIN (10 KAIC RATED) 1 PHASE PANEL BOARD (120/240V).
- 250 AMP BUS (200 KAIC RATED).
- NEMA 3R/12 ENCLOSURE.
- SIEMENS.
- BOLT-IN BREAKERS (10 KAIC RATED).
- 18 SPACE (PANEL UPSIZED IF DEEMED NECESSARY BASED ON QUANTITY OF ELECTRICAL COMPONENTS).
- UP TO (3) LED LIGHTS (VAPOR PROOF).
- (2) 20A GFCI OUTLETS (IVORY).
- (2) SWITCHES (IVORY).
- GENERATOR ACCESSORY CONNECTIONS FOR JACKET WATER HEATER, BATTERY CHARGER, AND ALTERNATOR HEATER.
- INSTALL BATTERY CHARGER.

EXHAUST OUTLET ELBOW, SILENCER, AND FLEX TO BE WRAPPED EXTERNALLY WITH A 1" FIBERGLASS INSULATING BLANKET IN ENCLOSURE INTERIOR. SPRING CLOSURES. FITS 8" HOSPITAL/HOSPITAL PLUS GRADE SILENCER.
FOR TEMPERATURES UP TO 1200°F.

UL142 SEALED SECONDARY DOUBLE WALL SUB-BASE FUEL TANK WITH 1,100 USABLE GALLONS AT 90% CAPACITY.
TO PROVIDE 36.5 HRS RUN TIME BASED ON A CUMMINS 450DFEJ WITH CONSUMPTION OF 30.1 GPH BASED ON GENSET OPERATING AT 100% LOAD.
DIMENSIONS 251"L X 84"W X 20.5"H EQUIPPED WITH A 32" X 19" THROUGH HOLE STUB UP AREA.
WEIGHT IS ESTIMATED TO BE 4,800 LBS.
- UL142HD STRUCTURAL TANK WITH TANK TOP MOUNTING PROVISIONS.
- STANDARD LOW FUEL LEVEL SWITCH SET TO ALARM AT 35% FUEL

	<p>CAPACITY. FIELD ADJUSTABLE.</p> <ul style="list-style-type: none"> - STANDARD LEAK DETECTION/RUPTURE BASIN SWITCH. - FUEL FILL AND VENTS TO BE LOCATED EXTERNAL TO ENCLOSURE AT DISCHARGE END. - 0.5 PSI BRONZE CHECK VALVE ON ENGINE FUEL SUPPLY PORT. - (2) GROUND PADS ON TANK SIDES (OPPOSITE CORNERS). - GROUND PAD IN BREAKER/STUB AREA. - GROUND PAD IN ACCESSORY PANEL/TRANSFORMER STUB AREA. (IF APPLICABLE). - 1,315 ACTUAL GALLON CAPACITY. <p>UPGRADED COATING</p> <ul style="list-style-type: none"> - (MNP) MARINE COASTAL - REQUIRED IF UNIT WILL BE LOCATED WITHIN 1 MILE OF THE COASTLINE. <p>SSPC-SP10 / NACE No. 2 - NEAR-WHITE BLAST CLEANING.</p> <p>PRIMER COAT - APPLY ONE ADDITIONAL COAT OF ZINC PRIMER (3.0-5.0 DFT AVERAGE). IN ADDITION TO STANDARD COATINGS.</p> <p>NFPA 30 OPTIONS: (FDEP COMPLIANT)</p> <ul style="list-style-type: none"> - 3 LIGHT REMOTE ANNUNCIATOR (NEMA 4X POLYCARBONATE) WITH AUDIBLE ALARM HORN AND SILENCE SWITCH FOR HIGH FUEL (90%), LOW FUEL (25%), AND RUPTURE BASIN ALARM POINTS. LOCATED NEAR THE FUEL FILL. - STATIC DISCHARGE FILL TUBE. TO WITHIN 6" OF BOTTOM OF TANK. - OVERFILL PROTECTION VALVE SET @ 95%. WITH 2" CAMLOCK CONNECTION. INCLUDES TAG WITH FILLING PROCEDURES. - 7.5 GALLON ALUMINUM FILL/SPILL BUCKET. - EXTENDED NORMAL VENT 12' ABOVE GRADE. <p>FDEP APPROVAL NUMBERS</p> <p>FIDELITY AST TANK - EQ-497 (IF RECTANGULAR)</p> <p>MODERN WELDING AST TANK - EQ-352 (IF CYLINDRICAL)</p> <p>FIDELITY 7.5 GALLON FILL SPILL BUCKET - EQ-778</p> <p>FPI HIGH FUEL, LOW FUEL & LEAK DETECTION SWITCHES - EQ-817</p> <p>ROCHESTER FUEL LEVEL GAUGE - EQ-901</p> <p>MORRISON BROS OPV - EQ-858</p>	
6	Freight	1
7	Service - start up and testing	1

QUOTE TOTAL: \$ 223,400.00

Quote value does not include any tax.



NOTES:

THE QUOTED PRICE IS VALID FOR 75 DAYS FROM THE DATE OF THE QUOTE AS NOTED ABOVE. THE PROJECT MUST BE RELEASED WITH SIGNED, APPROVED SUBMITTAL DRAWINGS WITHIN THE 75 DAYS OR BE SUBJECT TO RE-QUOTE AT TIME OF RELEASE TO PRODUCTION.

- Cummins is quoting the above listed items only.
- Current Submittal Lead Time: **2-4** weeks
- Current Production Lead Time (*after receipt of approved submittal and accepted PO*):
 - Transfer Switch(es): **12-16** weeks
 - Generator: **28-32** weeks
 - **Custom Enclosure and Fuel Tank: 52-56 weeks**
- Proposal based upon supplied **Serial C100103137** only. No Specs or Drawings were available at the time of this quote.
- Price quoted is F.O.B. factory with freight allowed to the first U.S. destination.
- Price does not include any applicable taxes unless listed above.
- All ship loose items installed by others.
- Unloading, installation, and fuel are not included and will be the responsibility of others.
- **Warranty:** Cummins **5-year** warranty begins at the successful completion of startup and testing in lieu of acceptance or substantial completion.
- **Startup & Training:**
 - Providing Cummins standard startup and the specific testing listed above only. All other testing including NETA testing is provided by others.
 - Our proposal includes **3** trips during normal business hours to complete the onsite services listed above. If additional trips or after-hours trips are required, additional cost will be incurred.
 - Training for maintenance personnel will be concurrent at time of startup unless otherwise noted.
 - No videotaping is included with this quotation. All taping is supplied by others.
- **PMA:** Generator Maintenance Agreement is not included and will be negotiated directly with the owner once equipment has been successfully started up and tested.
- **NOTICE:** *As a result of the outbreaks of the disease COVID-19 arising from the novel coronavirus, temporary delays in delivery, labor, or services from Cummins and its sub-suppliers or subcontractors may occur. Among other factors, Cummins' delivery is subject to correct and punctual supply from our sub-suppliers or subcontractors, and Cummins reserves the right to make partial deliveries or modify its labor or service. While Cummins shall make every commercially reasonable effort to meet the delivery, service, or completion described herein, such date(s) is(are) subject to change.*

Please feel free to contact me if you require any additional information; or if you have any further questions or concerns that I may be of assistance with.

Thank you for choosing Cummins.

Submitted by:

Andres Sanchez, Power Systems Sales - Florida
nh279@cummins.com
(770) 639-1942

SUBMITTALS. An order for the equipment covered by this quotation will be accepted on a hold for release basis. Your order will not be released and scheduled for production until written approval to proceed is received in our office. Such submittal approval shall constitute acceptance of the terms and conditions of this quotation unless the parties otherwise agree in writing.

THERE ARE ADDITIONAL CONTRACT TERMS AND CONDITIONS ATTACHED TO THIS QUOTATION, INCLUDING LIMITATIONS OF WARRANTIES AND LIABILITIES, WHICH ARE EXPRESSLY INCORPORATED HEREIN. BY ACCEPTING THIS QUOTATION, CUSTOMER ACKNOWLEDGES THAT THE CONTRACT TERMS AND CONDITIONS HAVE BEEN READ, FULLY UNDERSTOOD AND ACCEPTED.

Authorized Signature

Date

Company Name

Printed Name Title

Purchase Order No

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TERMS AND CONDITIONS FOR SALE OF POWER GENERATION EQUIPMENT

These Terms and Conditions for Sale of Power Generation Equipment, together with the quote ("Quote"), sales order ("Sales Order"), and/or credit application ("Credit Application") on the front side or attached hereto, are hereinafter collectively referred to as this "Agreement" and shall constitute the entire agreement between the customer identified in the Quote ("Customer") and Cummins Inc. ("Cummins") and supersede any previous representation, statements, agreements or understanding (oral or written) between the parties with respect to the subject matter of this Agreement. Customer shall be deemed to have made an unqualified acceptance of these Terms and Conditions and it shall become a binding agreement between the parties on the earliest of the following to occur: (i) Cummins' receipt of Customer's purchase order or purchase order number; (ii) Customer's signing or acknowledgment of this Agreement; (iii) Cummins' release of equipment to production pursuant to Customer's oral or written instruction or direction; (iv) Customer's payment of any amounts due to Cummins; or (v) any other event constituting acceptance under applicable law. No prior inconsistent course of dealing, course of performance, or usage of trade, if any, constitutes a waiver of, or serves to explain or interpret, the Terms and Conditions set forth in this Agreement. Electronic transactions between Customer and Cummins will be solely governed by the Terms and Conditions of this Agreement, and any terms and conditions on Customer's website or other internet site will be null and void and of no legal effect on Cummins. In the event Customer delivers, references, incorporates by reference, or produces any purchase order or document, specifications, agreement (whether upstream or otherwise), or any other terms and conditions related thereto, then such specifications, terms, document, or other agreement: (i) shall be null and void and of no legal effect on Cummins, and (ii) this Agreement shall remain the governing terms of the transaction.

1. SCOPE. Cummins shall supply power generation equipment and any related parts, materials and/or services expressly identified in this Agreement (collectively, "Equipment"). No additional services, parts or materials are included in this Agreement unless mutually agreed upon by the parties in writing. A Sales Order for Equipment is accepted on a hold for release basis. The Sales Order will not be released and scheduled for production until written approval to proceed is received from Customer. A Quote is limited to the plans and specifications section specifically referenced in the Quote. No other sections shall apply. Additional requirements for administrative items may require additional costs. The Quote does not include off unit wiring, off unit plumbing, offloading, rigging, installation, exhaust insulation or fuel, unless otherwise stated and mutually agreed to in writing by the parties. Unless otherwise agreed by Cummins in writing, this Quote is valid for a maximum period of thirty (30) days from the date appearing on the first page of this Quote ("Quote Validation Period"). At the end of the Quote Validation Period, this Quote will automatically expire unless accepted by Customer prior to the end of the Quote Validation Period. The foregoing notwithstanding, in no event shall this Quote Validation Period be deemed or otherwise considered to be a firm offer period nor to establish an option contract, and Cummins hereby reserves its right to revoke or amend this Quote at any time prior to Customer's acceptance.

2. SHIPPING; DELIVERY; DELAYS. Unless otherwise agreed in writing by the parties, Equipment shall be delivered FOB origin, freight prepaid to first destination. For consumer and mobile products, freight will be charged to Customer. Unless otherwise agreed to in writing by the parties, packaging method, shipping documents and manner, route and carrier and delivery shall be as Cummins deems appropriate. Cummins may deliver in installments. A reasonable storage fee, as determined in Cummins' sole discretion, may be assessed if delivery of the Equipment is delayed, deferred, or refused by Customer. In the event Customer fails to take any or all shipments of Equipment ordered hereunder within thirty (30) days of the agreed upon delivery date, Cummins shall have the right, in its sole discretion to either (i) charge a minimum storage fee in the amount of one and one-half percent (1.5%) per month of the total quoted amount; or (ii) consider the Equipment abandoned and, subject to local laws, may (a) make the Equipment available for auction or sale to other customers or the public, or (b) otherwise use, destroy, or recycle the Equipment at Customer's sole cost and expense. The foregoing remedies shall be without prejudice to Cummins' right to pursue other remedies available under the law, including without limitation, recovery of costs and/or losses incurred due to the storage, auction, sale, destruction, recycling, or otherwise of the Equipment. Offloading, handling, and placement of Equipment and crane services are the responsibility of Customer and not included unless otherwise stated. All shipments are made within normal business hours, Monday through Friday. Any delivery, shipping, installation, or performance dates indicated in this Agreement are estimated and not guaranteed. Further, delivery time is subject to confirmation at time of order and will be in effect after engineering drawings have been approved for production. Cummins shall use commercially reasonable efforts to meet estimated dates, but shall not be liable to customer or any third party for any delay in delivery, shipping, installation, or performance, however occasioned, including any delays in performance that result directly or indirectly from acts of Customer or any unforeseen event, circumstance, or condition beyond Cummins' reasonable control including, but not limited to, acts of God, actions by any government authority, civil strife, fires, floods, windstorms, explosions, riots, natural disasters, embargos, wars, strikes or other labor disturbances, civil commotion, terrorism, sabotage, late delivery by Cummins' suppliers, fuel or other energy shortages, or an inability to obtain necessary labor, materials, supplies, equipment or manufacturing facilities. *AS A RESULT OF COVID-19 RELATED EFFECTS OR INDUSTRY SUPPLY CHAIN DISRUPTIONS, TEMPORARY DELAYS IN DELIVERY, LABOR OR SERVICES FROM CUMMINS AND ITS SUB-SUPPLIERS OR SUBCONTRACTORS MAY OCCUR. AMONG OTHER FACTORS, CUMMINS' DELIVERY OBLIGATIONS ARE SUBJECT TO CORRECT AND PUNCTUAL SUPPLY FROM OUR SUB-SUPPLIERS OR SUBCONTRACTORS, AND CUMMINS RESERVES THE RIGHT TO MAKE PARTIAL DELIVERIES OR MODIFY ITS LABOR OR SERVICE. WHILE CUMMINS SHALL MAKE COMMERCIALY REASONABLE EFFORTS TO MEET THE DELIVERY, SERVICE OR COMPLETION*

OBLIGATIONS SET FORTH HEREIN, SUCH DATES ARE SUBJECT TO CHANGE. IN THE EVENT DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE IS DELAYED, HOWEVER OCCASIONED, DUE TO EVENTS BEYOND CUMMINS' REASONABLE CONTROL, THEN THE DATE OF DELIVERY, SHIPPING, INSTALLATION, OR PERFORMANCE FOR THE EQUIPMENT OR SERVICES SHALL BE EQUITABLY EXTENDED FOR A PERIOD EQUAL TO THE TIME LOST, PLUS REASONABLE RAMP-UP.

3. PAYMENT TERMS; CREDIT; RETAINAGE. Unless otherwise agreed to by the parties in writing and subject to credit approval by Cummins, payments are due thirty (30) days from the date of the invoice. If Customer does not have approved credit with Cummins, as solely determined by Cummins, payments are due in advance or at the time of supply of the Equipment. If payment is not received when due, in addition to any rights Cummins may have at law, Cummins may charge Customer eighteen percent (18%) interest annually on late payments, or the maximum amount allowed by law. Customer agrees to pay Cummins' costs and expenses (including reasonable attorneys' fees) related to Cummins' enforcement and collection of unpaid invoices, or any other enforcement of this Agreement by Cummins. Retainage is not acceptable nor binding, unless required by statute or accepted and confirmed in writing by Cummins prior to shipment. If Customer fails to make any payments to Cummins when due and payable, and such failure continues for more than sixty (60) days from the date of the invoice, or less if required by applicable law, then Cummins may, at Cummins' sole discretion and without prejudice to any other rights or remedies, either (i) terminate this Agreement; or (ii) postpone delivery of any undelivered Equipment in Cummins' possession and/or suspend its services until payment for unpaid invoices is received.

4. TAXES; EXEMPTIONS. Unless otherwise stated, the Quote excludes all applicable local, state and federal sales and/or use taxes, permits and licensing. Customer must provide a valid resale or exemption certificate prior to shipment of Equipment or applicable taxes will be added to the invoice.

5. TITLE; RISK OF LOSS. Unless otherwise agreed in writing by the parties, title and risk of loss for the Equipment shall pass to Customer upon delivery of the Equipment by Cummins to freight carrier or to Customer at pickup at Cummins' facility.

6. INSPECTION AND ACCEPTANCE. Customer shall inspect the Equipment upon delivery, before offloading, for damage, defects, and shortage. Any and all claims which could have been discovered by such inspection shall be deemed absolutely and unconditionally waived unless noted by Customer on the bill of lading. Where Equipment is alleged to be non-conforming or defective, written notice of defect must be given to Cummins within three (3) days from date of delivery after which time Equipment shall be deemed accepted. Cummins shall have a commercially reasonable period of time in which to correct such non-conformity or defect. If non-conformity or defect is not eliminated to Customer's reasonable satisfaction, Customer may reject the Equipment (but shall protect the Equipment until returned to Cummins) or allow Cummins another opportunity to undertake corrective action. In the event startup of the Equipment is included in the services, acceptance shall be deemed to have occurred upon successful startup.

7. LIEN; SECURITY AGREEMENT. Customer agrees that Cummins retains all statutory lien rights. To secure payment, Customer grants Cummins a Purchase Money Security Interest in the Equipment. If any portion of the balance is due to be paid following delivery, Customer agrees to execute and deliver such security agreement, financing statements, deed of trust and such other documents as Cummins may request from time to time in order to permit Cummins to obtain and maintain a perfected security interest in the Equipment; or in the alternative, Customer grants Cummins a power of attorney to execute and file all financing statements and other documents needed to perfect this security interest. Cummins may record this Agreement, bearing Customer's signature, or copy of this Agreement in lieu of a UCC-1, provided that it shall not constitute an admission by Cummins of the applicability or non-applicability of the UCC nor shall the failure to file this form or a UCC-1 in any way affect, alter, or invalidate any term, provision, obligation or liability under this Agreement. The security interest shall be superseded if Customer and Cummins enter into a separate security agreement for the Equipment. Prior to full payment of the balance due, Equipment will be kept at Customer's location noted in this Agreement, will not be moved without prior notice to Cummins, and is subject to inspection by Cummins at all reasonable times.

05.01.2023

8. CANCELLATION; CHARGES. Orders placed with and accepted by Cummins may not be cancelled except with Cummins' prior written consent. If Customer seeks to cancel all or a portion of an order placed pursuant to this Agreement, and Cummins accepts such cancellation in whole or in part, Customer shall be assessed cancellation charges as follows: (i) 10% of total order price if cancellation is received in Cummins' office after Cummins has provided submittals and prior to releasing equipment to be manufactured; (ii) 25% of total order price if cancellation is received in Cummins' office after receipt of submittal release to order, receipt of a purchase order for a generator already on order with the factory, or is asked to make any hardware changes to the equipment already on order with the factory; (iii) 50% of total order price if cancellation is received in Cummins' office sixty (60) or fewer days before the scheduled shipping date on the order; or (iv) 100% of total order price if cancellation is received in Cummins' office after the equipment has shipped from the manufacturing plant.

9. TERMINATION. Cummins may, at any time, terminate this Agreement for convenience upon sixty (60) days' written notice to Customer. If the Customer defaults by (i) breaching any term of this Agreement, (ii) becoming insolvent or declared bankrupt, or (iii) making an assignment for the benefit of creditors, Cummins may, upon written notice to Customer, immediately terminate this Agreement. Upon such termination for default, Cummins shall immediately cease any further performance under this Agreement, without further obligation or liability to Customer, and Customer shall pay Cummins for any Equipment or services supplied under

this Agreement, in accordance with the payment terms detailed in Section 3. If a notice of termination for default has been issued and is later determined, for any reason, that the Customer was not in default, the rights and obligations of the parties shall treat the termination as a termination for convenience.

10. MANUALS. Unless otherwise stated, electronic submittals and electronic operation and maintenance manuals will be provided, and print copies may be available upon Customer's request at an additional cost.

11. TRAINING; START UP SERVICES; INSTALLATION. Startup services, load bank testing, and owner training are not provided unless otherwise stated. Site startup will be subject to the account being current and will be performed during regular Cummins business hours, Monday to Friday. Additional charges may be added for work requested to be done outside standard business hours, on weekends, or holidays. One visit is allowed unless specified otherwise in the Quote. A minimum of two-week prior notice is required to schedule site startups and will be subject to prior commitments and equipment and travel availability. A signed site check sheet confirming readiness will be required, and Cummins personnel may perform an installation audit prior to the startup being completed. Any issues identified by the installation audit shall be corrected at the Customer's expense prior to the start-up. Portable load banks for site test (if offered in the Quote) are equipped with only 100 feet of cable. Additional lengths may be arranged at an extra cost. Cummins is not responsible for any labor or materials charged by others associated with start-up and installation of Equipment, unless previously agreed upon in writing. Supply of fuel for start-up and/or testing, fill-up of tank after start up, or change of oil is not included unless specified in the Quote. All installation/execution work at the site including, but not limited to: civil, mechanical, electrical, supply of wall thimbles, exhaust extension pipe, elbows, hangers, expansion joints, insulation and cladding materials, fuel/oil/cooling system piping, air ducts, and louvers/dampers is not included unless specified in the Quote. When an enclosure or sub-base fuel tank (or both) are supplied, the openings provided for power cable and fuel piping entries, commonly referred to as "stub-ups", must be sealed at the site by others before commissioning. All applications, inspections and/or approvals by authorities are to be arranged by Customer.

12. MANUFACTURER'S WARRANTY. Equipment purchased hereunder is accompanied by an express written manufacturer's warranty ("Warranty") and, except as expressly provided in this Agreement, is the only warranty offered on the Equipment. A copy of the Warranty is available upon request. While this Agreement and the Warranty are intended to be read and applied in conjunction, where this Agreement and the Warranty conflict, the terms of the Warranty shall prevail.

13. WARRANTY PROCEDURE. Prior to the expiration of the Warranty, Customer must give notice of a warrantable failure to Cummins and deliver the defective Equipment to a Cummins location or other location authorized and designated by Cummins to make the repairs during regular business hours. Cummins shall not be liable for towing charges, maintenance items such as oil filters, belts, hoses, etc., communication expenses, meals, lodging, and incidental expenses incurred by Customer or employees of Customer, "downtime" expenses, overtime expenses, cargo damages and any business costs and losses of revenue resulting from a warrantable failure.

14. LIMITATIONS ON WARRANTIES.

THE REMEDIES PROVIDED IN THE WARRANTY AND THIS AGREEMENT ARE THE SOLE AND EXCLUSIVE WARRANTIES AND REMEDIES PROVIDED BY CUMMINS TO THE CUSTOMER UNDER THIS AGREEMENT. EXCEPT AS SET OUT IN THE WARRANTY AND THIS AGREEMENT, AND TO THE EXTENT PERMITTED BY LAW, CUMMINS EXPRESSLY DISCLAIMS ALL OTHER REPRESENTATIONS, WARRANTIES, ENDORSEMENTS, AND CONDITIONS OF ANY KIND, EXPRESS OR IMPLIED, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR COMMON LAW IMPLIED REPRESENTATIONS, WARRANTIES AND CONDITIONS OF FITNESS FOR A PURPOSE OR MERCHANTABILITY.

The limited warranty does not cover Equipment failures resulting from: (a) inappropriate use relative to designated power rating; (b) inappropriate use relative to application guidelines; (c) inappropriate use of an EPA-SE application generator set relative to EPA's standards; (d) normal wear and tear; (e) improper and/or unauthorized installation; (f) negligence, accidents, or misuse; (g) lack of maintenance or unauthorized or improper repair; (h) noncompliance with any Cummins published guideline or policy; (i) use of improper or contaminated fuels, coolants, or lubricants; (j) improper storage before and after commissioning; (k) owner's delay in making Equipment available after notification of potential Equipment problem; (l) replacement parts and accessories not authorized by Cummins; (m) use of battle short mode; (n) owner or operator abuse or neglect such as: operation without adequate coolant, fuel, or lubricants; over fueling; over speeding; lack of maintenance to lubricating, fueling, cooling, or air intake systems; late servicing and maintenance; improper storage, starting, warm-up, running, or shutdown practices, or for progressive damage resulting from a defective shutdown or warning device; or (o) damage to parts, fixtures, housings, attachments and accessory items that are not part of the generating set.

15. INDEMNITY. Customer shall indemnify, defend and hold harmless Cummins from and against any and all claims, actions, costs, expenses, damages and liabilities, including reasonable attorneys' fees, brought against or incurred by Cummins related to or arising out of this Agreement or the Equipment supplied under this Agreement (collectively, the "Claims"), where such Claims were caused or contributed to by, in whole or in part, the acts, omissions, fault or negligence of the Customer. Customer shall present any Claims covered by this indemnity to its insurance carrier unless Cummins directs that the defense will be handled by Cummins' legal counsel at Customer's expense.

16. LIMITATION OF LIABILITY

NOTWITHSTANDING ANY OTHER TERM OF THIS AGREEMENT, IN NO EVENT SHALL CUMMINS, ITS OFFICERS, DIRECTORS, EMPLOYEES, OR AGENTS BE LIABLE TO CUSTOMER OR ANY THIRD PARTY, WHETHER IN CONTRACT OR IN TORT OR UNDER ANY OTHER LEGAL THEORY (INCLUDING, WITHOUT LIMITATION, STRICT LIABILITY OR NEGLIGENCE), FOR ANY INDIRECT, INCIDENTAL, SPECIAL, PUNITIVE, LIQUIDATED, OR CONSEQUENTIAL DAMAGES OF ANY KIND (INCLUDING WITHOUT LIMITATION DOWNTIME, LOSS OF PROFIT OR REVENUE, LOSS OF DATA, LOSS OF OPPORTUNITY, DAMAGE TO GOODWILL, ENHANCED DAMAGES, MONETARY REQUESTS RELATING TO RECALL EXPENSES AND REPAIRS TO PROPERTY, AND/OR DAMAGES CAUSED BY DELAY), OR IN ANY WAY RELATED TO OR ARISING FROM CUMMINS' SUPPLY OF EQUIPMENT UNDER THIS AGREEMENT OR THE USE OR PERFORMANCE OF EQUIPMENT SUPPLIED UNDER THIS AGREEMENT. IN NO EVENT SHALL CUMMINS' LIABILITY TO CUSTOMER OR ANY THIRD PARTY CLAIMING DIRECTLY THROUGH CUSTOMER OR ON CUSTOMER'S BEHALF UNDER THIS AGREEMENT EXCEED THE TOTAL COST OF EQUIPMENT SUPPLIED BY CUMMINS UNDER THIS AGREEMENT GIVING RISE TO THE CLAIM. BY ACCEPTANCE OF THIS AGREEMENT, CUSTOMER ACKNOWLEDGES CUSTOMER'S SOLE REMEDY AGAINST CUMMINS FOR ANY LOSS SHALL BE THE REMEDY PROVIDED HEREIN.

17. DEFAULT; REMEDIES. Customer shall be in breach and default if: (a) any of the payments or amounts due under this Agreement are not paid; (b) Customer fails to comply, perform, or makes any misrepresentation relating to any of the Customer's obligations or covenants under this Agreement; or (c) prior to full payment of the balance due, Customer ceases to do business, becomes insolvent, makes an assignment for the benefit of its creditors, appoints a receiver, commences an action for dissolution or liquidation, or becomes subject to bankruptcy proceedings, or the Equipment is attached, levied upon, seized under legal process, is subjected to a lien or encumbrance, or transferred by operation of law or otherwise to anyone other than Cummins. Upon the occurrence of any event of Customer's default, Cummins, at its sole option and without notice, shall have the right to exercise concurrently or separately any one or all of the following remedies, which shall be cumulative and not alternative: (a) to declare all sums due, and to become due, under this Agreement immediately due and payable; (b) to commence legal proceedings, including collection actions and specific performance proceedings, to enforce performance by Customer of any and all provisions of this Agreement, and to be awarded damages or injunctive relief for the Customer's breach; (c) to require the Customer to deliver the Equipment to Cummins' branch specified on the face of this Agreement; (d) to exercise one or more of the rights and remedies available to a secured party under applicable law; and (e) to enter, without notice or liability or legal process, onto any premises where the Equipment may be located, using force permitted by law, and there to disconnect, remove and repossess the Equipment, the Customer having waived further right to possession after default. A waiver of any event of default by Cummins shall not be a waiver as to any other or subsequent default.

18. CUSTOMER REPRESENTATIONS; RELIANCE. Customer is responsible for obtaining, at its cost, permits, import licenses, and other consents in relation to the Equipment, and if requested by Cummins, Customer shall make these permits, licenses, and consents available to Cummins prior to shipment. Customer represents that it is familiar with the Equipment and understands operating instructions and agrees to perform routine maintenance services. Until the balance is paid in full, Customer shall care for the Equipment properly, maintain it in good operating condition, repair and appearance; and Customer shall use it safely and within its rated capacity and only for purpose it was designed. Even if Customer's purchase of Equipment from Cummins under this Agreement is based, in whole or in part, on specifications, technical information, drawings, or written or verbal advice of any type from third parties, Customer has sole responsibility for the accuracy, correctness and completeness of such specifications, technical information, drawings, or advice. Cummins make no warranties or representations respecting the accuracy, correctness and completeness of any specifications, technical information, drawings, advice or other information provided by Cummins. Cummins makes no warranties or representations respecting the suitability, fitness for intended use, compatibility, integration or installation of any Equipment supplied under this Agreement. Customer has sole responsibility for intended use, for installation and design and performance where it is part of a power, propulsion, or other system. Limitation of warranties and remedies and all disclaimers apply to all such technical information, drawings, or advice. Customer acknowledges and agrees by accepting delivery of the Equipment that the Equipment purchased is of the size, design, capacity and manufacture selected by the Customer, and that Customer has relied solely on its own judgment in selecting the Equipment.

19. CONFIDENTIALITY. Each party shall keep confidential any information received from the other that is not generally known to the public and at the time of disclosure, would reasonably be understood by the receiving party to be proprietary or confidential, whether disclosed in oral, written, visual, electronic, or other form, and which the receiving party (or agents) learns in connection with this Agreement including, but not limited to: (a) business plans, strategies, sales, projects and analyses; (b) financial information, pricing, and fee structures; (c) business processes, methods, and models; (d) employee and supplier information; (e) specifications; and (f) the terms and conditions of this Agreement. Each party shall take necessary steps to ensure compliance with this provision by its employees and agents.

20. GOVERNING LAW AND JURISDICTION. This Agreement and all matters arising hereunder shall be governed by, interpreted, and construed in accordance with the laws of the State of Indiana without giving effect to any choice or conflict of law provision. The parties agree that the federal and state courts of the State of Indiana shall have exclusive jurisdiction to settle any dispute or claim

arising in connection with this Agreement or any related matter, and hereby waive any right to claim such forum would be inappropriate, including concepts of forum non conveniens.

21. INSURANCE. Upon Customer's request, Cummins will provide to Customer a Certificate of Insurance evidencing Cummins' relevant insurance coverage.

22. ASSIGNMENT. This Agreement shall be binding on the parties and their successors and assigns. Customer shall not assign this Agreement without the prior written consent of Cummins.

23. INTELLECTUAL PROPERTY. Any intellectual property rights created by either party, whether independently or jointly, in the course of the performance of this Agreement or otherwise related to Cummins pre-existing intellectual property or subject matter related thereto, shall be Cummins' property. Customer agrees to assign, and does hereby assign, all right, title, and interest to such intellectual property to Cummins. Any Cummins pre-existing intellectual property shall remain Cummins' property. Nothing in this Agreement shall be deemed to have given Customer a license or any other rights to use any of the intellectual property rights of Cummins.

24. PRICING. To the extent allowed by law, actual prices invoiced to Customer may vary from the price quoted at the time of order placement, as the same will be adjusted for prices prevailing on the date of shipment due to economic and market conditions at the time of shipment. Subject to local laws, Cummins reserves the right to adjust pricing on goods and services due to input and labor cost changes and/or other unforeseen circumstances beyond Cummins' control.

25. MISCELLANEOUS. Cummins shall be an independent contractor under this Agreement. All notices under this Agreement shall be in writing and be delivered personally, mailed via first class certified or registered mail, or sent by a nationally recognized express courier service to the addresses set forth in this Agreement. No amendment of this Agreement shall be valid unless it is writing and signed by an authorized representative of the parties hereto. Failure of either party to require performance by the other party of any provision hereof shall in no way affect the right to require such performance at any time thereafter, nor shall the waiver by a party of a breach of any of the provisions hereof constitute a waiver of any succeeding breach. Any provision of this Agreement that is invalid or unenforceable shall not affect the validity or enforceability of the remaining terms hereof. These terms are exclusive and constitute the entire agreement. Customer acknowledges that the provisions were freely negotiated and bargained for, and Customer has agreed to purchase of the Equipment pursuant to these Terms and Conditions. Acceptance of this Agreement is expressly conditioned on Customer's assent to all such Terms and Conditions. Neither party has relied on any statement, representation, agreement, understanding, or promise made by the other except as expressly set out in this Agreement. In the event Cummins incurs additional charges hereunder due to the acts or omissions of Customer, the additional charges will be passed on to the Customer, as applicable. Headings or other subdivisions of this Agreement are inserted for convenience of reference and shall not limit or affect the legal construction of any provision hereof. The Parties' rights, remedies, and obligations under this Agreement which by their nature are intended to continue beyond the termination or cancellation of this Agreement, including but not limited to the Section 16. Limitation of Liability provision contained herein, shall survive the expiration, termination, or cancellation of this Agreement.

26. COMPLIANCE. Customer shall comply with all laws applicable to its activities under this Agreement, including, without limitation, any and all applicable federal, state, and local anti-bribery, environmental, health, and safety laws and regulations then in effect. Customer acknowledges that the Equipment, and any related technology that are sold or otherwise provided hereunder may be subject to export and other trade controls restricting the sale, export, re-export and/or transfer, directly or indirectly, of such Equipment or technology to certain countries or parties, including, but not limited to, licensing requirements under applicable laws and regulations of the United States, the United Kingdom and other jurisdictions. It is the intention of Cummins to comply with these laws, rules, and regulations. Any other provision of this Agreement to the contrary notwithstanding, Customer shall comply with all such applicable all laws relating to the cross-border movement of goods or technology, and all related orders in effect from time to time, and equivalent measures. Customer shall act as the importer of record with respect to the Equipment and shall not resell, export, re-export, distribute, transfer, or dispose of the Equipment or related technology, directly or indirectly, without first obtaining all necessary written permits, consents, and authorizations and completing such formalities as may be required under such laws, rules, and regulations. In addition, Cummins has in place policies not to distribute its products for use in certain countries based on applicable laws and regulations including but not limited to UN, U.S., UK, and European Union regulations. Customer undertakes to perform its obligations under this Agreement with due regard to these policies. Strict compliance with this provision and all laws of the territory pertaining to the importation, distribution, sales, promotion and marketing of the Equipment is a material consideration for Cummins entering into this Agreement with Customer and continuing this Agreement for its term. Customer represents and warrants that it has not and shall not, directly or through any intermediary, pay, give, promise to give or offer to give anything of value to a government official or representative, a political party official, a candidate for political office, an officer or employee of a public international organization or any other person, individual or entity at the suggestion, request or direction or for the benefit of any of the above-described persons and entities for the purposes of inducing such person to use his influence to assist Cummins in obtaining or retaining business or to benefit Cummins or any other person in any way, and will not otherwise breach any applicable laws relating to anti-bribery. Any failure by Customer to comply with these provisions will constitute a default giving Cummins the right to immediate termination of this Agreement and/or the right to elect not to recognize the warranties associated with the Equipment.

Customer shall accept full responsibility for any and all civil or criminal liabilities and costs arising from any breaches of those laws and regulations and will defend, indemnify, and hold Cummins harmless from and against any and all fines, penalties, claim, damages, liabilities, judgments, costs, fees, and expenses incurred by Cummins or its affiliates as a result of Customer's breach.

27. To the extent applicable, this contractor and subcontractor shall abide by the requirements of 41 CFR §§ 60-1.4(a), 60-300.5(a) and 60-741.5(a). These regulations prohibit discrimination against qualified individuals based on their status as protected veterans or individuals with disabilities and prohibit discrimination against all individuals based on their race, color, religion, sex, sexual orientation, gender identity or national origin. Moreover, these regulations require that covered prime contractors and subcontractors take affirmative action to employ and advance in employment individuals without regard to race, color, religion, sex, sexual orientation, gender identity, national origin, protected veteran status or disability. The employee notice requirements set forth in 29 CFR Part 471, Appendix A to Subpart A, are hereby incorporated by reference into this contract.



“Serving the Southeast Since 1908”
415 Country Club Drive-Winter Park, FL 32789 - PH: 407-628-1880

Date: 04/10/2025

To: Key Largo Wastewater Treatment District

Project: KLWTD Vacuum Stations Odor Control Project

Dear Sir/Madam,

Heyward Incorporated is pleased to offer the following proposal for your review.

- **Vacuum Station A** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station D** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station E** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station G** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station I** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**
- **Vacuum Station JK** – Two (2) HICARB-100 Vessels with 200cf of HICARB-Sulfursorb-A Pelletized 0.30 hydrogen sulfide media.
 - Total Price w/ Freight = **\$159,051.82**

TOTAL PRICE FOR ALL SIX VAC STATIONS = \$954,310.92

Also Included:

- Operation and Maintenance Manuals.
- Storage offsite during construction.
- Delivery to the job site.
- Start-up, training, and post start-up inspection and air testing

Contractor Responsibilities:

- Concrete foundation slab.
- Provision and connection of drain.
- Off-loading of the components.
- Placement, assembly, and connecting of the system components.
- Anchor bolts.
- Duct supports.
- Isolation Valves
- Applicable taxes.
- Any other equipment and/or services not specifically described above.

Notes:

- Terms are Net 30 days
- Prices quoted are firm for sixty (60) days after date of proposal. Should you wish to place an order after the expiration date, please contact our office for pricing confirmation.
- **Tax excluded from pricing provided.** Tax exemption forms shall be provided with purchase order.

Delivery: 4 weeks for submittals, 14-16 weeks for delivery of equipment following submittal approval

Warranties:

Equipment: All equipment (except carbon media) supplied by Heyward Florida Incorporated is warranted against defects in material and workmanship for a period of **36 months after date of start-up**. In the event it is determined that a defect exists in such equipment, Heyward Florida Incorporated's sole obligation shall be to repair or replace the defective equipment.

Should you have any questions concerning our offer, or if we may be of any further service, please do not hesitate to contact us.

Please address purchase orders as follows:
(Credit Cards Accepted)

Heyward Incorporated
415 Country Club Drive
Winter Park, FL 32789

Please contact our office with any questions or comments regarding our offering.

Sincerely,

Alexander Maas

Alex Maas
Heyward Florida Incorporated
(407)948-4191
amaas@heywardfl.com

Terms & Conditions:

1. Purchase Orders

All purchase orders shall be addressed to Heyward Florida Incorporated, Winter Park, Florida and shall be subject to acceptance by Heyward Florida Incorporated.

Payment Milestones:

15% - Due at submittal approval and release for manufacturing.

75% - Due with equipment delivery.

10% - Due after startup with owner and engineer acceptance.

2. Exceptions

Sale of equipment and services identified on the face of this quotation will be solely upon the terms and conditions set forth herein. These terms and conditions supersede and reject any conflicting terms and conditions of the purchaser, any statement in the purchaser's terms and conditions to the contrary notwithstanding. Exceptions to any of our terms and conditions must be contained in a written or typed (not printed) statement received from you. We shall not be deemed to have waived any of our terms and conditions or to have assented to any modification or alteration of such terms and conditions unless such waiver or assent is in writing and signed by an authorized officer of Heyward Florida Incorporated.

3. Credit

All purchase orders received are subject to credit approval of Heyward Florida Incorporated. We reserve the right to suspend or delay shipments of material covered by your purchase order if, in our opinion, there is sufficient reason to suspect potential payment default. In such a case, in addition to any other remedies herein or by law provided, cash payment of satisfactory security from you may be required by us before shipment of material is made. Acceptance by us of less than full payment shall not be a waiver of any of our rights.

4. Shipment

All shipments will be made F.O.B. shipping point unless otherwise specified in this quotation. In the absence of specific instructions, Heyward Florida Incorporated will select the carrier. Title to and risk of loss for the material shall pass to the purchaser upon delivery to the carrier or delivery service. Material held for the purchaser or stored for the purchaser shall be at the risk and expense of the purchaser.

5. Seller's Liability

Seller shall not be liable for any loss, damage, cost of repair, incidental or consequential damage of any kind, whether based upon warranty, contract or negligence, and arising in connection with the sale, use or repair of the products. Seller's maximum liability shall not in any case exceed the contract price for the products claimed to be defective or unsuitable.

6. Returned Goods

Heyward Florida Incorporated will not accept products for return unless prior written permission of Heyward Florida Incorporated has been obtained.

7. Backcharges

Under no circumstances will Heyward Florida Incorporated accept any backcharge from the contractor or owner unless Heyward Florida Incorporated participated in and agreed to, in writing, with the decisions which resulted in the backcharge.

8. Errors

Heyward Florida Incorporated reserves the right to correct clerical or stenographic errors or omissions.

9. Field Service

Whenever a Field Service Representative is provided by Heyward Florida Incorporated, the representative shall act only in an advisory capacity. He will interpret the Company's drawings, advise the purchaser regarding the sequence of steps in erection, installation, inspection, start-up, dismantling or repairs and explain features and components of the Company's products and their function. He will offer constructive criticism of work conditions, methods, and procedures at the job site. He will not be required to superintend or supervise personnel supplied by the purchaser or train them in their respective crafts in connection with the performance of their work. If, however, at the request of the purchaser and if Heyward Florida Incorporated agrees that the representative will act in another capacity, he shall do so in accordance with normal standards of the industry for that type of work. Whenever Heyward Florida Incorporated is involved in rehabilitative work for a customer, there is no warranty extended that repair or rehabilitative work performed will be successful. All risk in such cases shall be with the purchaser and decisions with respect to repair or replacement of the purchaser's equipment or parts thereof, shall remain solely with the purchaser. Neither Heyward Florida Incorporated nor the representative shall be responsible for any acts, omissions, or workmanship of employees, contractors, subcontractors, or agents of the purchaser or for their failure to follow the advice or instructions of the representative.

10. Purchaser's Responsibility

Purchaser shall furnish at his own expense and responsibility, all cranes, rigging, tools, facilities and equipment, material and repair or replacement parts, together with sufficient skilled and common labor and foreman, supervisors, and interpreters for the efficient performance of all work. He shall further designate a person in his organization to represent him fully at the site in all contacts and dealings with the representative. The purchaser's representative shall be responsible for coordinating the work and shall be in charge of the labor, material, supplies, tools and facilities to be furnished by the purchaser. Purchaser's representative shall inspect and shall be authorized to accept all details of the work as they are completed.

11. Entire Agreement

Terms and provisions contained in this proposal shall constitute the entire agreement between Heyward Florida Incorporated and the person of organization to whom this proposal is directed

SECTION 00950
CHANGE ORDER FORM

CONTRACTOR "Contractor"): Belle Construction Services, LLC	CHANGE ORDER No. PROJECT TITLE: KLWTD Vacuum Stations Odor Control PROJECT No. 03 05.086
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District") 103355 Overseas Highway Key Largo, FL 33037	ENGINEER: Weiler Engineering Corporation 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: April 14, 2025	EFFECTIVE DATE: April 14, 2025 pending approval at the April 15, 2025 KLWTD Board meeting
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following work, generally described as: N/A (This change order is a balancing change order)</p> <p>Reason for Change: The purpose of this change order is to balance the final quantities for the project due to direct owner purchase of (2) Generators and (12) Odor Control Tanks.</p> <p>Work to be Performed is more specifically described as: N/A (This is a balancing change order).</p> <p>Attachments: Quotes from Cummins Inc. and Heyward Inc.</p>	
Total Proposed Decrease in Contract Price and Contract Time for this Change Order	
Decrease in Contract Price: (\$1,401,110.92)	Increase (decrease) in Contract Time (Calendar days): 00 Days
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
Original Contract Price: \$4,009,141.26	Original Contract Time: 330 Days (calendar days or dates)

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1		\$	0 Days
2		\$	0 Days
3		\$	0 Days
4		\$	0 Days
5		\$	0 Days
6		\$	0 Days
TOTAL OF ALL PRIOR CHANGES		\$0.00	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$4,009,141.26	330 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		(\$2,608,030.34)	330 Days
Original Contract Substantial Completion Date: February 4, 6		New Contract Substantial Completion Date: February 4, 6	

APPROVAL AND CHANGE ORDER AUTHORIZATION	
<p>Contractor: Belle Construction Services, LLC.</p> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> By (Signature) MGR </div> <div style="display: flex; justify-content: space-between;"> Elaine L. Kearns, Qualifier </div> <div style="display: flex; justify-content: space-between;"> (Printed Name and Title of Officer) </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> (Date) 04/14/2025 </div> <div style="margin-top: 20px;"> <p>ATTEST:</p> <div style="display: flex; justify-content: space-between;"> (Secretary) </div> <div style="display: flex; justify-content: space-between;"> (Corporate Seal) </div> </div> </div>	<p>Owner: Key Largo Wastewater Treatment District</p> <div style="margin-top: 10px;"> <div style="display: flex; justify-content: space-between;"> By (Signature) </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> Peter Rosasco, General Manager </div> <div style="display: flex; justify-content: space-between;"> (Printed Name and Title of Officer) </div> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> (Date) </div> <div style="margin-top: 20px;"> <p>ATTEST:</p> <div style="display: flex; justify-content: space-between; margin-top: 10px;"> District Clerk </div> <div style="display: flex; justify-content: space-between;"> (Seal) </div> </div> </div>

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

Meeting Date:
May 6, 2025

Agenda Item Number: G-1

Action Required:
No

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
FKWQIP request from Congressman Gimenez

Summary:
Mr. Rosasco will present the FKWQIP request from Congressman Gimenez.

Reviewed / Approved

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

Financial Impact

\$

Funding Source:
N/A

Budgeted:
N/A

Attachments

1. Letter from Congressman Gimenez.

Approved By: _____

General Manager

Date: _____

05/01/2025

Congress of the United States
House of Representatives
Washington, DC 20515-0926

DISTRICT OFFICES:
14221 SW 120TH STREET, #115
MIAMI, FL 33186
(305) 222-0160

404 W PALM DRIVE
FLORIDA CITY, FLORIDA 33034
(305) 222-0160

1100 SIMONTON STREET, ROOM 1-213
KEY WEST, FL 33040
(305) 292-4485

April 23rd, 2025

Ms. Robyn Colosimo, P.E.
Acting Assistant Secretary of the Army – Civil Works
U.S. Department of the Army
108 Army Pentagon
Washington, D.C. 20310-0108

Dear Acting Assistant Secretary Colosimo:

On behalf of the Village of Islamorada, City of Marathon, and Key Largo Wastewater Treatment District, I write to request that the U.S. Army Corps of Engineers provide \$6,000,000 in the FY 2025 Work Plan toward the Florida Keys Water Quality Improvement Program (FKWQIP) to continue work on the replacement of sewage treatment systems with central sewer collection and wastewater treatment systems.

This ongoing project is benefitting both the 80,000 residents who make the Keys their year-round home and the millions who visit annually to experience South Florida and the National Marine Sanctuary ecosystem. Moreover, these projects are being constructed in a sustainable, cost-efficient, and transparent manner. The three local sponsors have demonstrated the ability to obligate funds within the calendar year and to complete separable elements with those allocated funds.

The communities of the Florida Keys are required to meet stringent wastewater, stormwater management, and canal restoration regulations as well as comply with water quality and environmental protection standards. This in turn is helping to protect and restore the near shore waters of the Florida Keys National Marine Sanctuary. Established in 1990, the Sanctuary is a flag-ship marine space in the federal sanctuary program and is the world's third largest coral reef system protecting the only living barrier coral reef in the continental United States. Mitigating the effects of land-based pollutants, primarily wastewater discharge and storm water runoff, will help ensure this national treasure in South Florida is protected for years to come.

To meet environmental protections for the Sanctuary and coastal areas predominately owned by Federal and State governments, Florida Keys residents will pay for water treatment standards that are four times more stringent than most other locations in the nation.

I appreciate consideration of our request. If you need additional information, please contact Carlos Castro at Carlos.Castro@Mail.House.Gov.

Sincerely,

A handwritten signature in dark ink, appearing to read 'Carlos Gimenez', written in a cursive style. The signature is positioned above a horizontal line.

Congressman Carlos Gimenez

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

Meeting Date:
May 6, 2025

Agenda Item Number: J-1

Action Required:
No

Department:
Budget and Finance

Sponsor:
Peter Rosasco

Subject:
2nd Quarter Fiscal Year 2025 Financial Reports

Summary of Discussion:

The 2nd Qtr FY25 financial reports will be presented to the board.

Reviewed / Approved

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

Financial Impact

\$

Funding Source:
N/A

Budgeted:
N/A

Attachments

1. Stmt of Net Position/Balance Sheet at 3/31/25
2. Revenue & Expenditure Report at 3/31/25

Approved By: _____

General Manager



Date: 05/01/2025



KLWTD STATEMENT OF NET POSITION / BALANCE SHEET
PERIOD ENDING 3/31/25

GL Number	Description
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Fund: 401 GENERAL FUND

***** Assets *****

1	401-0000-101.000.11	First State Bank Acct-3292	3,177,895.39
2	401-0000-101.000.14	Centennial Gen Op 1084	12,467,316.13
3	401-0000-101.000.15	Centennial Payroll 1092	413,093.01
4	401-0000-101.000.16	Centennial Debt Svc 1108	2,322,443.35
5	401-0000-101.000.17	Centennial R&R 1116	11,740,677.77
6	401-0000-101.000.19	Centennial Self Insurance 8728	5,263,030.21
7	401-0000-115.000.01	Accounts Receivable	140,371.60
8	401-0000-131.000.00	Due From Other Governments	2,518,932.12
9	401-0000-131.000.02	Due From Monroe County ILA	2,092,459.70
10	401-0000-155.000.00	Prepaid Insurance	12,312.69
11	401-0000-155.000.01	Prepaid Assets	13,316.95
12	401-0000-156.000.00	Deposits	58,295.00
13	401-0000-161.900.00	Land	2,012,494.19
14	401-0000-162.900.00	Buildings	4,182,419.42
15	401-0000-166.900.00	Equipment & Furniture - Office & Field	192,719.11
16	401-0000-166.900.01	Equipment & Furniture - Computer	432,280.25
17	401-0000-166.900.02	Equipment & Furniture - Tools	169,241.53
18	401-0000-166.900.03	Equipment & Furniture - Plant Office/Lab	6,514.20
19	401-0000-166.900.04	Equipment & Furniture - Main Office	46,227.30
20	401-0000-166.900.05	Equipment & Furniture - Plant Equipment	977,858.34
21	401-0000-169.900.00	Construction In Progress	17,190,252.22
22	401-0000-170.900.00	Collection Facilities	117,059,006.74
23	401-0000-170.900.01	Treatment Facilities	42,949,375.43
24	401-0000-170.900.03	Vehicles	575,645.26
25	401-0000-170.950.00	Accumulated Depreciation	(62,772,596.92)
Total Assets			163,241,580.99

***** Liabilities *****

26	401-0000-202.000.00	Accounts Payable	595,388.54
27	401-0000-203.900.00	SRF Loan - KLNC 01P	6,581,808.64
28	401-0000-205.000.00	Retainage Payable	388,384.65
29	401-0000-210.900.00	Accrued Compensated Absences	135,193.78
30	401-0000-215.000.00	Accrued Interest Payable	38,682.82

31	401-0000-216.000.00	Accrued Payroll	4,430.81
32	401-0000-217.000.01	Accrued Taxes Payable	1,705.68
33	401-0000-229.000.01	Health & Optional Withholdings	39,474.97
34	401-0000-231.000.00	Workers Compensation Insurance	6,465.38
35	401-0000-237.000.00	Other Post Empl Benefit (OPEB) Liability	42,610.00
36	401-0000-237.000.01	Deferred Inflows of Resources-OPEB	65,602.00
	Total Liabilities		7,899,747.27
	= ENDING FUND BALANCE		155,341,833.72



KLWTD UNAUDITED REVENUE AND EXPENDITURE REPORT PERIOD ENDING 3/31/25

<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
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Fund: 401 GENERAL FUND

Revenues

1	401-0000-325.100.00	Non Ad Valorem Assessments	2,844,538.55	3,295,000.00	86.33
2	401-0000-343.500.00	Wastewater Service Revenue	3,550,196.80	7,600,000.00	46.71
3	401-0000-343.550.01	Islamorada Wastewater Flow Revenue	616,450.50	1,300,000.00	47.42
4	401-0000-343.550.02	Salinity Surcharge - Islamorada	39,766.42	0.00	100.00
5	401-0000-343.550.03	Islamorada Insurance Surcharge	0.00	66,000.00	0.00
6	401-0000-343.600.00	Monroe County ILA	0.00	2,125,000.00	0.00
7	401-0000-361.100.00	Interest Income	710,649.17	900,000.00	78.96
8	401-0000-369.900.00	Miscellaneous Revenues	25,334.21	100,000.00	25.33
Total Dept 0000 - Non-Departmental			7,786,935.65	15,386,000.00	50.61

Department: 5900 CAPITAL IMPROVEMENTS

9	401-5900-325.100.01	SDC Prepayments	15,424.02	100,000.00	15.42
10	401-5900-334.350.01	ACOE Grant Revenue	0.00	1,990,000.00	0.00
11	401-5900-334.350.02	Stewardship Grant	2,162,209.02	5,659,628.00	38.20
12	401-5900-334.350.03	Sea Level Rise Grant	0.00	2,076,373.00	0.00
13	401-5900-389.000.00	Cash on Hand	0.00	(1,230,570.00)	0.00
14	401-5900-389.000.01	Planned Use of Reserves	0.00	2,346,118.00	0.00
Total Dept 5900 - CAPITAL IMPROVEMENTS			2,177,633.04	10,941,549.00	19.90

Revenues

	9,964,568.69	26,327,549.00	37.85
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Expenditures

Department: 0000 Non-Departmental

15	401-0000-581.000.01	Transfer to Repair & Replacement Fund	600,000.00	1,200,000.00	50.00
16	401-0000-581.000.02	Transfer to Insurance Deductible Reserve	25,000.00	50,000.00	50.00
17	401-0000-720.000.00	Debt Service Transfer	779,480.33	1,558,961.00	50.00
Total Dept 0000 - Non-Departm			1,404,480.33	2,808,961.00	50.00

Department: 5130 ADMINISTRATIVE

18	401-5130-110.000.00	Payroll-Board Meeting Compensation	34,538.40	69,076.00	50.00
19	401-5130-120.000.00	Payroll-Administration	266,751.94	558,243.00	47.78
20	401-5130-210.000.00	Payroll Taxes	22,507.68	47,990.00	46.90
21	401-5130-220.000.00	Retirement Contributions	11,060.76	37,639.00	29.39

	<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
22	401-5130-230.000.00	Group Health Premiums	38,292.05	79,060.00	48.43
23	401-5130-230.001.00	Employee Benefit Administration Fees	0.00	500.00	0.00
24	401-5130-230.002.00	Group Life Insurance	411.00	904.00	45.46
25	401-5130-240.000.00	Workers Compensation Insurance	625.55	1,250.00	50.04
26	401-5130-250.000.00	Unemployment Compensation	0.00	10,000.00	0.00
27	401-5130-311.000.00	Professional Services: Website & Misc.	8,723.90	17,000.00	51.32
28	401-5130-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	859.83	1,500.00	57.32
29	401-5130-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	0.00	3,000.00	0.00
30	401-5130-311.000.03	Prof. Svcs: Managed IT Services	10,200.00	23,100.00	44.16
31	401-5130-311.000.05	Professional Svcs: NWPS 457(b) Admin Fee	0.00	3,500.00	0.00
32	401-5130-311.000.07	Professional Svcs: IT Security Svcs	11,040.00	42,500.00	25.98
33	401-5130-311.000.11	Professional Services: Safety Training	0.00	1,000.00	0.00
34	401-5130-311.000.14	Professional Svcs: Mobile Device Mgmt	2,040.00	4,100.00	49.76
35	401-5130-311.002.00	Professional Svcs: FKA Billing Services	118,357.96	315,000.00	37.57
36	401-5130-311.003.00	Professional Svcs: Tax Collector Fees	0.00	11,000.00	0.00
37	401-5130-311.004.00	Professional Svcs: Utility Rate Consult	12,493.75	25,000.00	49.98
38	401-5130-311.005.00	Professional Svcs: Tax Roll Svc	0.00	1,700.00	0.00
39	401-5130-311.006.00	Professional Svcs: Engineering	7,467.50	10,000.00	74.68
40	401-5130-312.000.01	Professional Svcs: Lobbyists-Henderson	30,100.00	60,100.00	50.08
41	401-5130-312.000.02	Professional Svcs: Lobbyists-Hicks	22,500.00	45,000.00	50.00
42	401-5130-313.001.13	Professional Svcs: Legal-General Counsel	50,500.08	101,210.00	49.90
43	401-5130-313.001.14	Professional Svcs: Legal-Outside Counsel	1,210.60	20,000.00	6.05
44	401-5130-320.000.01	Professional Svcs: Accounting/Audit Svcs	21,500.00	38,000.00	56.58
45	401-5130-320.000.02	Professional Svcs: Finance Director	45,546.00	91,092.00	50.00
46	401-5130-320.000.03	Professional Svcs: General Manager Svcs.	79,846.02	159,692.00	50.00
47	401-5130-341.000.04	GIS Services (ESRI)	0.00	11,500.00	0.00
48	401-5130-341.000.05	Email Applications/Microsoft	6,600.00	16,000.00	41.25
49	401-5130-341.000.11	Document Management (M-Files)	0.00	3,000.00	0.00
50	401-5130-400.000.01	General Manager Travel & Training	4,327.88	12,000.00	36.07
51	401-5130-400.000.02	Clerk Travel & Training	0.00	2,500.00	0.00
52	401-5130-400.000.03	Other Travel & Training	8,977.02	20,000.00	44.89
53	401-5130-410.000.02	Advanced Cellular Svc / AT&T FirstNet	2,890.50	6,500.00	44.47
54	401-5130-410.000.04	Internet (Comcast & AT&T)	3,100.38	7,000.00	44.29
55	401-5130-410.000.05	Telephones / Data Comms	684.00	1,200.00	57.00
56	401-5130-410.000.07	VOIP	1,452.00	3,600.00	40.33
57	401-5130-410.000.08	GPS / Fleet Services	117.00	275.00	42.55
58	401-5130-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	332.36	7,000.00	4.75
59	401-5130-411.000.03	IT: Software and Software Upgrades	25,175.90	36,720.00	68.56
60	401-5130-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	8,357.43	17,000.00	49.16
61	401-5130-420.000.00	Postage & Delivery Expense	484.51	2,700.00	17.94
62	401-5130-430.000.00	Water (Utility)-District Office	233.57	600.00	38.93

	<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
63	401-5130-432.000.00	Facility Cleaning	8,640.00	21,000.00	41.14
64	401-5130-432.001.00	Solid Waste	689.66	1,700.00	40.57
65	401-5130-435.000.00	Electricity	1,417.38	4,400.00	32.21
66	401-5130-440.000.00	Rents & Leases	0.00	1,000.00	0.00
67	401-5130-450.000.00	Insurance (excluding W-Comp & Health)	444,564.44	432,882.00	102.70
68	401-5130-460.000.01	Repairs & Maintenance: Grounds Keeping	1,350.00	5,000.00	27.00
69	401-5130-460.000.02	Repairs & Maintenance: Vehicles	438.28	1,500.00	29.22
70	401-5130-460.000.04	Repairs & Maintenance: Bldgs & Equip	3,194.13	30,000.00	10.65
71	401-5130-470.000.00	Copier	2,724.13	7,260.00	37.52
72	401-5130-480.000.00	Advertisements	2,009.01	10,000.00	20.09
73	401-5130-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
74	401-5130-492.000.00	Bank Fees	115.00	500.00	23.00
75	401-5130-510.000.01	Office Supplies	6,584.89	12,000.00	54.87
76	401-5130-510.000.02	Printings	196.75	3,000.00	6.56
77	401-5130-510.000.03	Office Furnishings	824.92	5,000.00	16.50
78	401-5130-520.000.01	Employee Clothing/Uniforms	0.00	1,500.00	0.00
79	401-5130-520.007.00	Regulatory, Permit & Recording Fees	988.93	1,000.00	98.89
80	401-5130-520.010.02	Fuel: Vehicles	26.01	1,000.00	2.60
81	401-5130-521.000.00	Board: Travel, Admin, Office Supplies	4,236.69	6,000.00	70.61
82	401-5130-540.000.02	Clerk Dues	195.00	350.00	55.71
83	401-5130-540.000.03	Other Dues and Subscriptions	8,580.10	11,000.00	78.00
84	401-5130-645.000.00	Capital Outlay: IT Equipment	2,917.50	8,500.00	34.32
Total Dept 5130 - ADMINISTRATIVE			1,348,998.39	2,492,343.00	54.13

Department: 5351 PLANT

85	401-5351-120.000.00	Payroll-Plant	236,386.31	499,307.00	47.34
86	401-5351-210.000.00	Payroll Taxes	17,721.08	38,197.00	46.39
87	401-5351-220.000.00	Retirement Contributions	10,106.80	28,539.00	35.41
88	401-5351-230.000.00	Group Health Premiums	41,737.13	79,060.00	52.79
89	401-5351-230.002.00	Group Life Insurance	246.60	494.00	49.92
90	401-5351-240.000.00	Workers Compensation Insurance	4,921.38	10,250.00	48.01
91	401-5351-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	359.88	1,600.00	22.49
92	401-5351-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	0.00	6,210.00	0.00
93	401-5351-311.000.03	Prof. Svcs: Managed IT Services	10,200.00	23,100.00	44.16
94	401-5351-311.000.11	Professional Services: Safety Training	360.00	1,500.00	24.00
95	401-5351-311.006.00	Professional Services: Engineering	60,340.00	75,000.00	80.45
96	401-5351-311.006.01	Engineering: Islamorada Misc Engineering	1,765.00	20,000.00	8.83
97	401-5351-400.000.00	Training, Education & Travel	984.06	5,000.00	19.68
98	401-5351-410.000.02	Advanced Cellular Svc / AT&T FirstNet	482.01	1,000.00	48.20
99	401-5351-410.000.04	Internet (Comcast & AT&T)	3,100.38	6,300.00	49.21
100	401-5351-410.000.05	Telephones / Data Comms	974.25	1,500.00	64.95

	<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
101	401-5351-410.000.08	GPS / Fleet Services	117.00	275.00	42.55
102	401-5351-410.000.09	Radios / P25 MCSO Agreement	0.00	750.00	0.00
103	401-5351-410.000.10	Plant Gate Data Service	637.45	1,500.00	42.50
104	401-5351-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	1,038.47	6,000.00	17.31
105	401-5351-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	7,130.43	13,500.00	52.82
106	401-5351-420.000.00	Postage & Delivery Expense	12,995.00	28,000.00	46.41
107	401-5351-430.000.00	Water- Plant	2,416.60	5,200.00	46.47
108	401-5351-432.000.00	Facility Cleaning	1,920.00	4,950.00	38.79
109	401-5351-432.001.00	Solid Waste	5,030.53	12,000.00	41.92
110	401-5351-435.000.00	Electricity - Plant	222,150.98	450,000.00	49.37
111	401-5351-440.000.00	Rents & Leases	0.00	7,000.00	0.00
112	401-5351-460.000.01	Repairs & Maintenance: Grounds Keeping	0.00	6,000.00	0.00
113	401-5351-460.000.02	Repairs & Maintenance: Vehicles	0.00	1,000.00	0.00
114	401-5351-460.000.03	Repairs & Maintenance: Equipment	142,566.53	300,000.00	47.52
115	401-5351-460.000.04	Repairs & Maintenance: Buildings	11,312.04	40,000.00	28.28
116	401-5351-491.000.01	Storm Supplies & Preparation	0.00	2,000.00	0.00
117	401-5351-510.000.01	Office Supplies	2,151.99	3,500.00	61.49
118	401-5351-510.000.03	Office Furnishings	0.00	1,500.00	0.00
119	401-5351-511.000.00	Safety Supplies	2,625.02	3,500.00	75.00
120	401-5351-520.000.00	Employee Uniforms / Clothing	467.13	1,500.00	31.14
121	401-5351-520.001.00	Lab Services (sample analysis)	18,058.00	50,000.00	36.12
122	401-5351-520.002.00	Sludge Handling	503,851.54	840,000.00	59.98
123	401-5351-520.003.00	Chemicals	314,774.92	800,000.00	39.35
124	401-5351-520.004.00	Lab Supplies	14,987.48	40,000.00	37.47
125	401-5351-520.005.00	Supplies & Tools (plant operations)	7,407.76	12,000.00	61.73
126	401-5351-520.006.00	Immunizations	0.00	1,200.00	0.00
127	401-5351-520.007.00	Regulatory/ Permit Fees	5,000.00	6,500.00	76.92
128	401-5351-520.010.01	Fuel: Equipment	197.21	1,000.00	19.72
129	401-5351-520.010.02	Fuel: Vehicles	263.42	1,000.00	26.34
130	401-5351-520.010.03	Fuel: Generators	0.00	5,500.00	0.00
131	401-5351-540.000.00	Dues & Subscriptions	0.00	400.00	0.00
132	401-5351-645.000.00	Capital Outlay - Computer Equipment	10,096.33	5,500.00	183.57
	Total Dept 5351 - PLANT		1,676,880.71	3,448,332.00	48.63
	Department: 5352 FIELD				
133	401-5352-120.000.00	Payroll-Field	629,886.06	1,336,596.00	47.13
134	401-5352-210.000.00	Payroll Taxes	47,618.49	102,250.00	46.57
135	401-5352-220.000.00	Retirement Contributions	23,497.55	78,420.00	29.96
136	401-5352-230.000.00	Group Health Premiums	112,008.97	224,002.00	50.00
137	401-5352-230.002.00	Group Life Insurance	673.30	1,397.00	48.20
138	401-5352-240.000.00	Workers Compensation Insurance	12,425.88	24,000.00	51.77

	<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
139	401-5352-311.000.01	Prof. Svcs: Alarm & Fire Monitoring	2,121.84	2,500.00	84.87
140	401-5352-311.000.02	Prof Svcs: Fire Systems Maintenance Svcs	0.00	17,000.00	0.00
141	401-5352-311.000.03	Prof. Svcs: Managed IT Services	10,200.00	23,100.00	44.16
142	401-5352-311.000.11	Professional Services: Safety Training	780.00	3,500.00	22.29
143	401-5352-311.000.15	Solar Maintenance Contract	0.00	12,500.00	0.00
144	401-5352-311.006.00	Professional Services: Engineering	28,070.00	75,000.00	37.43
145	401-5352-341.000.06	GPServ/Trimble	3,500.00	4,100.00	85.37
146	401-5352-341.000.13	GIS Upgrade	21,465.00	46,440.00	46.22
147	401-5352-400.000.00	Training, Education & Travel	1,312.91	11,000.00	11.94
148	401-5352-410.000.02	Advanced Cellular Svc / AT&T FirstNet	3,001.29	7,000.00	42.88
149	401-5352-410.000.04	Internet (Comcast & AT&T)	9,025.50	19,000.00	47.50
150	401-5352-410.000.05	Telephones / Data Comms	5,703.72	7,800.00	73.12
151	401-5352-410.000.08	GPS / Fleet Services	1,620.38	2,800.00	57.87
152	401-5352-410.000.09	Radios / P25 MCSO Agreement	0.00	3,750.00	0.00
153	401-5352-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	3,811.42	6,000.00	63.52
154	401-5352-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	8,566.72	17,000.00	50.39
155	401-5352-430.000.01	Water- Vac Station A	209.28	450.00	46.51
156	401-5352-430.000.02	Water- Vac Station D	313.67	450.00	69.70
157	401-5352-430.000.03	Water- Vac Station F	140.18	450.00	31.15
158	401-5352-430.000.04	Water- Vac Station G	189.85	450.00	42.19
159	401-5352-430.000.05	Water- Vac Station I - house	307.90	450.00	68.42
160	401-5352-430.000.06	Water- Vac Station I & Office	241.15	800.00	30.14
161	401-5352-430.000.07	Water- Vac Station JK	163.42	550.00	29.71
162	401-5352-430.000.09	Water- Humpty Dumpty	137.32	300.00	45.77
163	401-5352-430.000.10	Water- Harborage	137.31	300.00	45.77
164	401-5352-430.000.12	Water- Peter Pan	138.21	300.00	46.07
165	401-5352-430.000.13	Water - Coastal WW	0.00	300.00	0.00
166	401-5352-432.000.00	Facility Cleaning	4,320.00	12,100.00	35.70
167	401-5352-432.001.00	Solid Waste	177.52	3,000.00	5.92
168	401-5352-435.000.01	Electricity- Vac Station A	38,503.35	75,000.00	51.34
169	401-5352-435.000.02	Electricity- Vac Station D	36,708.98	75,000.00	48.95
170	401-5352-435.000.03	Electricity- Vac Station E	24,922.80	50,000.00	49.85
171	401-5352-435.000.04	Electricity- Vac Station F	855.86	2,500.00	34.23
172	401-5352-435.000.05	Electricity- Vac Station G	19,327.86	35,000.00	55.22
173	401-5352-435.000.06	Electricity- Vac Station I	6,635.02	15,000.00	44.23
174	401-5352-435.000.07	Electricity- Vac Station I - house	652.63	2,000.00	32.63
175	401-5352-435.000.08	Electricity- Vac Station I - office	680.69	2,000.00	34.03
176	401-5352-435.000.09	Electricity- Vac Station JK	23,670.27	55,000.00	43.04
177	401-5352-435.000.11	Electricity- Humpty Dumpty	333.78	1,000.00	33.38
178	401-5352-435.000.12	Electricity- Harborage	400.61	1,000.00	40.06
179	401-5352-435.000.13	Electricity-Coastal WW/Largo Pk Lift Sta	343.36	1,200.00	28.61

	<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
180	401-5352-435.000.14	Electricity-Peter Pan/Tweedy Pie	326.06	800.00	40.76
181	401-5352-440.000.00	Rents & Leases	0.00	5,000.00	0.00
182	401-5352-460.000.01	Repairs & Maintenance: Grounds Keeping	6,000.00	17,500.00	34.29
183	401-5352-460.000.02	Repairs & Maintenance: Vehicles	29,325.98	25,000.00	117.30
184	401-5352-460.000.03	Repairs & Maintenance: Equipment	132,979.13	220,000.00	60.45
185	401-5352-460.000.04	Repairs & Maintenance: Buildings	19,178.07	25,000.00	76.71
186	401-5352-460.000.05	Repairs & Maintenance: Collection System	27,322.76	100,000.00	27.32
187	401-5352-460.000.05-CS SEWER	Repairs & Maintenance: Coll Sys/Cust Svc	348.64	2,000.00	17.43
188	401-5352-460.000.08	Grinder Pump Monitoring	2,149.00	4,500.00	47.76
189	401-5352-470.000.00	Copier	1,038.60	1,980.00	52.45
190	401-5352-491.000.01	Storm Supplies & Preparation	1,152.06	2,000.00	57.60
191	401-5352-510.000.01	Office Supplies	362.72	2,500.00	14.51
192	401-5352-510.000.03	Office Furnishings	0.00	3,000.00	0.00
193	401-5352-511.000.00	Safety Supplies	3,365.24	5,000.00	67.30
194	401-5352-520.000.00	Employee Uniforms / Clothing	97.88	3,200.00	3.06
195	401-5352-520.005.00	Supplies and Tools (field operations)	15,019.69	46,000.00	32.65
196	401-5352-520.006.00	Immunizations	0.00	1,500.00	0.00
197	401-5352-520.010.01	Fuel: Equipment	76.46	2,000.00	3.82
198	401-5352-520.010.02	Fuel: Vehicles	18,637.90	40,000.00	46.59
199	401-5352-520.010.03	Fuel: Generators	0.00	8,500.00	0.00
200	401-5352-540.000.00	Dues & Subscriptions	0.00	100.00	0.00
201	401-5352-645.000.00	Capital Outlay - Computer Equipment	4,930.44	7,000.00	70.43
Total Dept 5352 - FIELD			1,347,110.68	2,882,335.00	46.74

Department: 5354 FACILITIES

202	401-5354-120.000.00	Payroll-Facilities	281,300.62	598,289.00	47.02
203	401-5354-210.000.00	Payroll Taxes	21,368.90	45,769.00	46.69
204	401-5354-220.000.00	Retirement Contributions	15,471.44	35,897.00	43.10
205	401-5354-230.000.00	Group Health Premiums	50,936.48	92,236.00	55.22
206	401-5354-230.002.00	Group Life Insurance	287.70	575.00	50.03
207	401-5354-240.000.00	Workers Compensation Insurance	5,556.84	12,500.00	44.45
208	401-5354-311.000.03	Prof. Svcs. Managed IT Services	10,200.00	23,100.00	44.16
209	401-5354-311.000.11	Professional Services: Safety Training	360.00	2,550.00	14.12
210	401-5354-400.000.00	Training, Education & Travel	(1,360.48)	10,000.00	(13.60)
211	401-5354-410.000.02	Advanced Cellular Svc / AT&T FirstNet	629.82	1,000.00	62.98
212	401-5354-410.000.08	GPS / Fleet Services	585.00	1,300.00	45.00
213	401-5354-410.000.09	Radios / P25 MCSO Agreement	0.00	1,875.00	0.00
214	401-5354-411.000.02	IT:HARDWARE REPAIR-PARTS&MAINT UPGRADES	0.00	3,000.00	0.00
215	401-5354-411.000.05	Bus. Cont. & IT Disaster Rcvry & Backup	4,263.87	8,600.00	49.58
216	401-5354-432.000.00	Facility Cleaning	1,920.00	4,950.00	38.79
217	401-5354-460.000.02	Repairs & Maintenance: Vehicles	1,899.96	3,000.00	63.33

	<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
218	401-5354-460.000.03	Repairs & Maintenance: Equipment	0.00	1,200.00	0.00
219	401-5354-510.000.01	Office Supplies	264.17	1,000.00	26.42
220	401-5354-510.000.03	Office Furnishings	0.00	800.00	0.00
221	401-5354-511.000.00	Safety Supplies	294.37	1,500.00	19.62
222	401-5354-520.000.00	Employee Uniforms/ Clothing	0.00	1,500.00	0.00
223	401-5354-520.005.00	Supplies & Tools	2,916.09	20,000.00	14.58
224	401-5354-520.006.00	Immunizations	0.00	1,500.00	0.00
225	401-5354-520.010.02	Fuel: Vehicles	2,729.69	7,500.00	36.40
226	401-5354-645.000.00	Capital Outlay - Computer Equipment	0.00	3,000.00	0.00
Total Dept 5354 - FACILITIES			399,624.47	882,641.00	45.28

Department: 5900 CAPITAL IMPROVEMENTS

227	401-5900-311.006.00-2018-007	Engineering: VPS Piping Mod	99,042.50	45,000.00	220.09
228	401-5900-311.006.00-2021-002	Engineering: Odor Control at Vac Stns	84,513.75	210,000.00	40.24
229	401-5900-311.006.00-2022-000	Engineering: Capital Prelim Design & Bgt	10,952.50	35,000.00	31.29
230	401-5900-311.006.00-2022-001	Engineering: Effluent Filtration Upgrade	61,402.50	87,000.00	70.58
231	401-5900-311.006.00-2022-003	Engineering: Lift Sta at KL Trailer Park	4,090.00	5,000.00	81.80
232	401-5900-311.006.00-2022-004	Engineering: Vac System Monitoring	140,108.75	62,000.00	225.98
233	401-5900-311.006.00-2022-008	Engineering: Power Conditioning Vac Stns	0.00	61,275.00	0.00
234	401-5900-311.006.00-2022-009	Engineering -Power Cond & Elec Up @ WWTP	62,182.50	169,650.00	36.65
235	401-5900-311.006.00-2022-010	Engineering: EQ Tank Headworks/Scrm Upg	130,652.50	146,250.00	89.34
236	401-5900-311.006.00-2023-002	Engineering: Ventilation Upg @ Vac Stns	0.00	41,125.00	0.00
237	401-5900-311.006.00-2023-005	Engineering: Direct Potable Reuse	0.00	62,073.00	0.00
238	401-5900-311.006.00-2023-025	Engineering: Deep Inj Well Permitting	3,806.25	5,000.00	76.13
239	401-5900-311.006.00-2023-027	Engineering: Isla NPK Pinch Valve FM	0.00	25,000.00	0.00
240	401-5900-311.006.00-2024-001	Engineering: Grinder Pump Latrl Pit Upg	60,796.25	130,000.00	46.77
241	401-5900-311.006.00-2024-002	Engineering: Ops Blower Room Mod	0.00	52,500.00	0.00
242	401-5900-311.006.00-2024-003	Engineering: Replace Vac Pit Collars	0.00	25,000.00	0.00
243	401-5900-311.006.00-2025-002	Engineering: Coll Sys Sea Level Ph1 Proj	0.00	188,761.00	0.00
244	401-5900-311.006.00-2025-003	Engineering: Vac Stn Sewage Tank Upg	0.00	124,328.00	0.00
245	401-5900-311.006.00-2025-004	Engineering: MJ Wood Fire Supp Dispute	2,075.00	15,000.00	13.83
246	401-5900-311.006.00-2025-005	Engineering: Ductile Iron Piping Corrosi	8,685.00	150,000.00	5.79
247	401-5900-311.006.00-2025-006	Engineering: Coll Sys Action Plan (SAP)	201,722.50	500,000.00	40.34
248	401-5900-311.006.00-SvcConRv	Engineering: Service Connection Revision	0.00	20,000.00	0.00
249	401-5900-630.000.00-2018-007	Capital Outlay:VPS PipingMod	108,835.78	200,000.00	54.42
250	401-5900-630.000.00-2021-002	Capital Outlay: Odor Control at Vac Stns	0.00	987,500.00	0.00
251	401-5900-630.000.00-2021-005	Capital Outlay: Effluent Inj Pump Repair	0.00	45,000.00	0.00
252	401-5900-630.000.00-2022-001	Capital Outlay: Effluent Filtration Upg	149,937.66	500,000.00	29.99
253	401-5900-630.000.00-2022-003	Cap Outlay: Replace Lift Sta KL Trl Pk	37,233.94	112,800.00	33.01
254	401-5900-630.000.00-2022-004	Capital Outlay: Vac System Monitoring	274,657.95	1,225,000.00	22.42
255	401-5900-630.000.00-2022-009	Cap Outlay: Power Cond & Elec Upg WWTP	0.00	1,837,500.00	0.00

	<u>GL Number</u>	<u>Description</u>	<u>YTD Balance</u> <u>3/31/2025</u>	<u>24-25</u> <u>Adopted Budget</u>	<u>% Bdgt</u> <u>Used</u>
256	401-5900-630.000.00-2022-010	Cap Outlay: EQ Tank Headworks/Scrn Upg	0.00	1,950,000.00	0.00
257	401-5900-630.000.00-2023-027	Capital Outlay: Isla NPK Pinch Valve FM	0.00	250,000.00	0.00
258	401-5900-630.000.00-2024-001	Cap Outlay: Grinder Pump Lateral Pit Upg	310,521.12	251,000.00	123.71
259	401-5900-630.000.00-2024-003	Capital Outlay: Replace Vac Pit Collar	0.00	350,000.00	0.00
260	401-5900-630.000.00-2024-004	Capital Outlay: Vac Stn Interior Paint	0.00	105,000.00	0.00
261	401-5900-630.000.00-2025-002	Cap Outlay: Coll Sys Sea Level Rise Ph1	9,850.00	1,887,612.00	0.52
262	401-5900-630.000.00-2025-005	Capital Outlay: Ductile Iron Piping Corr	0.00	850,000.00	0.00
263	401-5900-640.000.00-2023-017	Capital Outlay: Vac Pump Rebuild & Spare	78,500.00	75,000.00	104.67
264	401-5900-640.000.00-2023-020	Capital Outlay: Grinder Pumps	0.00	17,500.00	0.00
265	401-5900-640.000.00-2024-005	Cap Outlay: Digester Motive Pump Replace	238,118.00	238,118.00	100.00
266	401-5900-640.000.00-2024-007	Cap Outlay: Inj Well Check Pump Valves	5,294.46	0.00	100.00
267	401-5900-640.000.00-2024-009	Capital Outlay: Forklift for Plant	50,665.00	0.00	100.00
268	401-5900-640.000.00-2024-011	Capital Outlay: Field Ops Truck	120,142.00	140,000.00	85.82
269	401-5900-640.000.00-2025-007	Capital Outlay - Spectrophotometer	6,710.70	7,000.00	95.87
270	401-5900-640.000.00-2025-008	Capital Outlay - SBR Blower VFD	0.00	60,000.00	0.00
271	401-5900-640.000.00-2025-009	Cap Outlay - Plant Perimeter Security Up	0.00	12,000.00	0.00
272	401-5900-640.000.00-2025-010	Capital Outlay - Replacement Vactron	0.00	110,000.00	0.00
273	401-5900-640.000.00-2025-011	Capital Outlay - New Salinity Probes	144.24	42,000.00	0.34
274	401-5900-640.000.00-2025-012	CAPITAL OUTLAY - NEW CLEAR VUS&SS PIPING	16,710.66	30,000.00	55.70
275	401-5900-640.000.00-2025-013	Capital Outlay - Collection System Valve	0.00	32,000.00	0.00
276	401-5900-640.000.00-2025-014	Capital Outlay - Vac Stn F Minks Vac Pum	0.00	16,500.00	0.00
277	401-5900-640.000.00-2025-015	Solar Upgrades & Repairs to Existing Sys	62,054.13	62,100.00	99.93
278	401-5900-640.000.00-2025-016	Capital Outlay - BSA Software Cloud Upgr	67,110.00	59,345.00	113.08
279	401-5900-650.003.00-SvcConRv	Service Connection Construction Revision	21,170.00	200,000.00	10.59
Total Dept 5900 - CAPITAL IMPROVEMENTS			2,427,685.64	13,812,937.00	17.58
<hr/>					
Fund 401 - GENERAL FUND:					
TOTAL REVENUES			9,964,568.69	26,327,549.00	37.85
TOTAL EXPENDITURES			8,604,780.22	26,327,549.00	32.68
NET OF REVENUES & EXPENDITURES			1,359,788.47	0.00	

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

Meeting Date:

May 6, 2025

Agenda Item Number: L-1

Action Required:

Yes

Department:

Plant/Facilities

Sponsor:

Ryan Dempsey

Subject:

Injection Well Pump Repair

Summary:

Mr. Dempsey will present a proposal to repair a vertical turbine injection well pump.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$ 45,049.94

Expense

Funding Source:

Budgeted:

Yes

Attachments

1. Tom Evans Proposal
2. Current Pump and Repaired Pump Photos

Approved By: _____

General Manager



Date: _____

05/01/2025

3200 Flightline Drive, Suite 302
Lakeland, Florida 33811
(863) 619-3789 (P) (863) 619-8098 (F)
sa@tomevans.com

QUOTE

QUOTE NO. 25-0425aSA
DATE April 25, 2025
EXPIRATION DATE May 25, 2025

TO Ryan Dempsey
Key Largo Wastewater Treatment District
103355 Overseas Hwy.
Key Largo, FL 33037
ryan.dempsey@klwtd.com
(305)-798-2203

PROJECT NAME Flowserve 12ENL-3 Stage
LOCATION SN: 0906NSH01086-4
JOB NUMBER 25-094SR-1086-4

SALES PERSON	SHIPPING METHOD	SHIPPING TERMS	ESTIMATED LEAD TIME	PAYMENT TERMS
Selwyn Andrews	Included	FOB, Factory	10 Weeks	Net 30 Days

QTY	PRODUCT #	DESCRIPTION	UNIT PRICE	LINE TOTAL
1		Remanufacture of Flowserve 12ENL-3 Vertical turbine pump assembly serial # 0906NSH01086-4, including the supply of a new Simflo SJ12H-2 stage bowl assembly to meet a duty of 1600 GPM @ 139'. New 10" flanged column pipe, new 1.5" 316SS lineshaft and couplings, new 316SS basket strainer, new Bearing spiders with Vesconite Bearings, new driver stand, new packing container and new 1.5" Scusi mechanical seal, new Zinc Annode. All column pipe/bowl assembly and head to be coated with Scotchkote 134 Fusion bonded epoxy. All assembled and delivered. Price includes Start-up & Vibration Testing.	\$ 42,049.94	\$ 42,049.94

Quotation prepared by: *Selwyn Andrews*

TOTAL \$ 42,049.94
(less applicable sales tax)

This is a quotation on the goods named, subject to the conditions noted below:

1. We do not include sales tax, pressure gauges, anchor bolts, wire, cable, conduit, tools, toolboxes, lubricants, installation, hook-up, field testing, shaft alignment, vibration testing, control panels or any other accessories or ancillary items which are not specifically called out in this scope of supply.
2. Under no circumstances will Tom Evans Environmental, Inc. or its suppliers be liable for any incidental, consequential, liquidated, special or late delivery damages whatsoever.
3. Payment terms are 100% net 10 days from delivery with any unpaid balance 30 days past due being subject to interest at 1-1/2% per month being added to the unpaid balance, with approved credit. Our price is based upon no retainage.
4. Pricing is based upon Tom Evans Environmental's and the manufacturer's Standard Terms and Conditions of Sale. Copies of these documents are available for your review and reference. No other terms or conditions of sale will apply unless accepted in writing by an officer of the Company.
5. Please understand that the shipping date is a estimate only, based upon market conditions existing at the time of this offering and are subject to revision.

To accept this quotation, sign here and return: _____ Date: _____

THANK YOU FOR YOUR BUSINESS!



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

Meeting Date:
May 6, 2025

Agenda Item Number: L-2

Action Required:
Yes

Department:
Plant/Facilities

Sponsor:
Ryan Dempsey

Subject:
Replacement Vac Tron Purchase

Summary:
Mr. Dempsey will present a proposal for a replace Vac Tron for approval.

Reviewed / Approved

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

Financial Impact

\$ 100,643.10
Expense
Funding Source:
N/A
Budgeted:
Yes

Attachments

1. Vermeer Southeast Sales & Service Quote
2. Vac Con Quote
3. Replacement Vacuum Excavator Brochure

Approved By: _____

General Manager



Date: 05/01/2025



Vermeer Southeast Sales & Service, Inc.
7970 NW 64th St
Miami, FL 33166

FSA QUOTE
#241121030

Date: 04/24/25

Sales Rep: Steve Miller

Customer Information:

Key Largo Wastewater Treatment District
98800 Overseas Hwy
Key Largo, FL 33037

Delivered to:

Same

Contact Name: Ryan Dempsey
Phone Number: 305-798-2203

Payment method: PO#

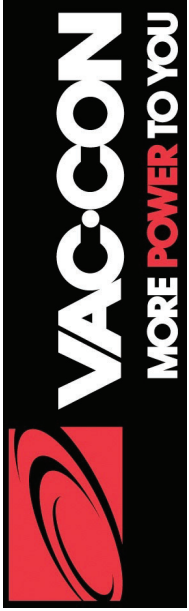
Qty	DESCRIPTION and SERIAL #	Unit Price	TOTAL
	SPECIFICATION OF OFFERED UNIT: New Vermeer LP874SDT Trailer Mounted Vacuum Excavator, 49 HP Yanmar Diesel (Tier 4 Final) Engine, 1000 CFM Vacuum Pump (High-CFM), Baghouse, Hydraulic Pump. Debris Tank with Hydraulic Tilt, 3000 PSI @ 4 GPM - High Pressure Water System, Fully enclosed and insulated engine stand (lockable), Anti-Freeze Tank, Air Gap, Reverse Pressure to off-load liquids and dislodge debris in hose, 30' Suction Hose and Suction Tool, Hydraulically operated full open and locking rear door, Water Knife and Clean-up wand, 30 Gallon Fuel Tank; StrongArm; Hydraulic Trailer Jack		
	BASE BID PRICING Pricing per FL Sheriff's Contract FSA23-EQU21.0 Item #123 Title: VACUUM EXCAVATOR, TRAILER MOUNTED Model: LP873SDT		
1	Bid Price Per FSA contract	\$ 116,224.00	\$ 116,224.00
	OPTION PRICING:		
1	OPTION: LP873SDTNB - 800 Gallon No Boom, 14K GVWR, 200 gal water tank, 49HP Diesel, 1000 CF	\$ (17,982.90)	\$ (17,982.90)
1	ADD: STRONGARM	\$ 2,402.00	\$ 2,402.00
	*** FINANCING OPTIONS AVAILABLE FOR MUNICIPAL/UTILITY ENTITIES ***		
	* Non- Contract Items carry 5% discount off current MSRP ** Scheduled price increase per FSA Terms and Conditions, Section 3.06 Equitable Adjustment		
		SubTotal	\$ 100,643.10
		Tax	
		Total	\$ 100,643.10
		Less Down Payment	
		Balance Due	\$ 100,643.10

THANK YOU FOR YOUR BUSINESS!

TERMS:

All warranties, if any, made with respect to this equipment are those warranties made by the Manufacturer. Dealer makes no warranties express or implied, including, but not limited to, warranties of MERCHANTABILITY AND FITNESS OF A PARTICULAR PURPOSE.

Customer Signature _____



03/12/2025

SOURCEWELL QUOTE FOR A VAC-CON MUDSLINGER TRAILER HYDRO-VAC MACHINE

SOURCEWELL CONTRACT NO 101221-VAC

Customer: KEY LARGO WASTEWATER TREATMENT DISTRICT

Delivery: FLORIDA

Description		Amount
Vector Mudslinger model V500 trailer mounted combination machine with all standard equipment, 500 Gallon debris tank		\$150,276.00
Sourcewell Discount		(\$7,513.80)
74 HP Kubota diesel engine		\$0.00
Fully enclosed power pack		\$0.00
Mounting fee		\$8,150.00
225 Gallon HDPE water tank		\$0.00
1190 CFM/16"Hg PD blower		\$0.00
43GPM @ 4,000 PSI Water Pump		\$0.00
55 degree hydraulic dump with dump door		\$0.00
6" decant knife valve on rear door		\$0.00
Water digger wand with wobble nozzle		\$0.00
Hose reel with 50ft of 3/8" High pressure hose		\$0.00
Wash down wand		\$0.00
Crown nozzle - 6' x 4" aluminum		\$0.00
2 extensions - 6' x 4" aluminum		\$0.00
Steel tool box powder coated		\$0.00
LED work lights		\$0.00
Electric clutch on water pump		\$0.00
30' of vacuum hose		\$0.00
Standard paint - Dusty Grey		\$0.00

Description		Amount
WARRANTY: 1 Year warranty on machine excluding wear items, 1 Year warranty on the water pump, 2 Year warranty on the engine, 5 Year warranty on trailer frame and water tank		\$0.00
Training and Delivery to customer facility		\$0.00
Freight		\$5,000.00
TOTAL CONTRACT PRICE		\$155,912.20
Additional discount offered by local dealer		(\$23,065.20)
TOTAL TOTAL CONTRACT PRICE with ADDITIONAL DISCOUNT		\$132,847.00

Delivery is **Days after receipt of order. SOURCEWELL CONTRACT NO 101221-VAC**
VENDOR/CONTRACT HOLDER: VAC-CON, INC. 969 HALL PARK RD GREEN COVE SPRINGS FL 32043
CONTACT: M.J. DUBOIS EMAIL: MJDUBOIS@DUCOLLC.COM PH: 410-924-1004
THIS QUOTE IS VALID FOR (30) DAYS FROM THE DATE OF QUOTATION

LP SDT VACUUM EXCAVATOR



DIMENSIONS - SKID	573	573 HEAVY	873	873 HEAVY	1273
Width	N/A	N/A	N/A	99 in (251.8 cm)	N/A
Empty weight	N/A	N/A	N/A	6,400 lb (2,903 kg)	N/A
DIMENSIONS - TRAILER					
Width	92 in (234 cm)	97 in (246 cm)	92 in (234 cm)	102 in (259 cm)	102 in (259 cm)
Empty weight	6,700 lb (3,039 kg)	6,700 lb (3,039 kg)	7,800 lb (3,538 kg)	8,000 lb (3,629 kg)	9,800 lb (3,334 kg)
Trailer axles	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 7,000 lb (3,175 kg)	(2) 10,000 lb (4,536 kg)	(2) 12,000 lb (5,443 kg)
ENGINE					
Horsepower	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)	49 hp (36.5 kW)
Enclosure	Yes	Yes	Yes	Yes	Yes
WATER TANK					
Number of tanks	2	2	2	2	2
High pressure pump	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)	3,000 psi (206.8 bar)
Low water shutoff	Electric	Electric	Electric	Electric	Electric
SPOIL TANK					
Door type	Hydraulic	Hydraulic	Hydraulic	Hydraulic	Hydraulic
VACUUM					
Hose length	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)	30 ft (9 m)
Vacuum	1,000 cfm (1,699 m³/hr)	1,000 cfm (1,699 m³/hr)	1,000 cfm (1,699 m³/hr)	1,000 cfm (1,699 m³/hr)	1,000 cfm (1,699 m³/hr)
Vacuum mercury	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)	16 in hg (.6 bar)
CONTROL PANEL					
Gauges	Analog and digital	Analog and digital	Analog and digital	Analog and digital	Analog and digital
OPTIONS					

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

Meeting Date:
May 6, 2025

Agenda Item Number: M-1

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:

KLWTD Power Conditioning Project Change Order #1 Option 1

Summary of Discussion:

Change Order #1 for the power conditioning project will be presented to the Board to upgrade the plant's electrical service to 3000A, a requirement for the upcoming EQ Tank and Headworks project and future expansion. Three options are proposed, each offering different levels of emergency generator readiness. This is option 1, including the essential upgrades for 3000A—new conduits, wiring, and an upsized SureVolt—but does not provide a quick connection point for a portable generator, which would require hardwiring during an outage and generator failure.

Reviewed / Approved

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

Financial Impact

\$ 277,454.87
Expense
Funding Source:
District
Budgeted:
No

Attachments

1. Change Order Form #1 Option 1
2. Memo with Diagrams

Approved By: _____

General Manager



Date: 05/01/2025

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Pedro Falcon Contractors, Inc.	CHANGE ORDER No. 1 (Option 1) PROJECT TITLE: KLWTD Power Conditioning & Electrical Upgrades PROJECT No. 03105.086:151
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER': Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: May 6, 2025	EFFECTIVE DATE: <u>May 6, 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>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Upgraded 3000A Sure Volt installation requirements, also provide and install 4" Raceways between, provide, pull and terminate 500MCM wires, provide material and labor to install housekeeping pad. Additionally, this change order includes additional conduit and wiring needed for 3000A service.</p> <p>Reason for Change: Necessary upgrade to 3000A service rated capabilities.</p> <p>Work to be Performed is more specifically described as: See attached</p> <p>Attachments: N/A</p> <p style="text-align: center;">Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p>	
Increase (decrease) in Contract Price: <div style="text-align: center;">\$ 277,454.87</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: center;">10 Days</div>
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
Original Contract Price: \$2,670,450.00	Original Contract Time: 500 Days (calendar days or dates)

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1		\$	Days
2		\$	Days
3		\$	Days
4		\$	Days
5		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$ 0.00	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$ 2,670,450.00	500 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$ 2,947,904.87	510 Days
Original Contract Substantial Completion Date: 06/15/2026		New Contract Substantial Completion Date: 06/25/2026	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Pedro Falcon Contractors, Inc.</u> By (Signature) _____ <u>Roman Sviridenko, Project Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u> By (Signature) _____ <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)	



MEMORANDUM

To: Peter Rosasco, General Manager
From: Lexi Connor, E.I., Weiler Engineering
Date: May 6, 2025
Re: KLWTD Power Conditioning & Electrical Upgrades Project

Project Background and Need for Change Order

As KLWTD prepares for the upcoming EQ Tank and Headworks Project, our evaluation of the Main Wastewater Treatment Plant's electrical infrastructure determined that the existing 1500 kVA transformer and 2500A service are not adequate to support this project or future plant needs.

This change order is being driven by the EQ Tank and Headworks project's additional load and the need to ensure long-term capacity, and it is most cost-effective and least disruptive to upgrade these recommended items during this project, rather than in the future. NEC standards and sound engineering practice require service upgrades to avoid overloading and to ensure reliable power distribution for existing and future operations.

To help illustrate the differences between each option, the attached diagrams show the existing setup, planned contract upgrades, and the proposed change order options (Option 1, 2A, and 2B).

Change Order Options for Consideration

Option 1 (Baseline Recommended Upgrade)

- Upgrade service to **3000A rated SureVolt (upsized to 2500 kVA), and necessary conduits/wiring.**
- Provides the required service capacity for EQ Tank/Headworks and future expansions.
- **Portable generator connection would still require hardwiring into ATS or MCC main breaker during emergencies.**

Cost: \$277,454.87

Option 2 (Enhanced Generator Readiness Options)

Option 2A – Generator Camlock Only (Rent Cables in Emergency)

- Includes all components of **Option 1**.
- Adds permanent **generator cable camlock box**, enabling rapid “plug and play” portable generator connection.
- **Cables would be rented if/when needed.**

Estimated Cost: \$449,756.95

Note: Rental cables not included in this cost.

Option 2B – Generator Camlock + Purchase Cables

- Same as **Option 2A**.
- **Purchases generator power connection cables now** (stored on-site), ensuring immediate readiness for emergencies.

Estimated Cost: \$539,457.38

(Includes \$89,700.43 for purchase of cables.)

Additional Considerations

- **Existing Generator:** Remains in good condition (589 run hours and 569 starts lifetime).
- **FKEC Transformer Upgrade:** A transformer upgrade (to 2500 or 3000 kVA) will also be required to support the EQ Tank and Headworks project, but is not part of this change order (est. \$153,000).

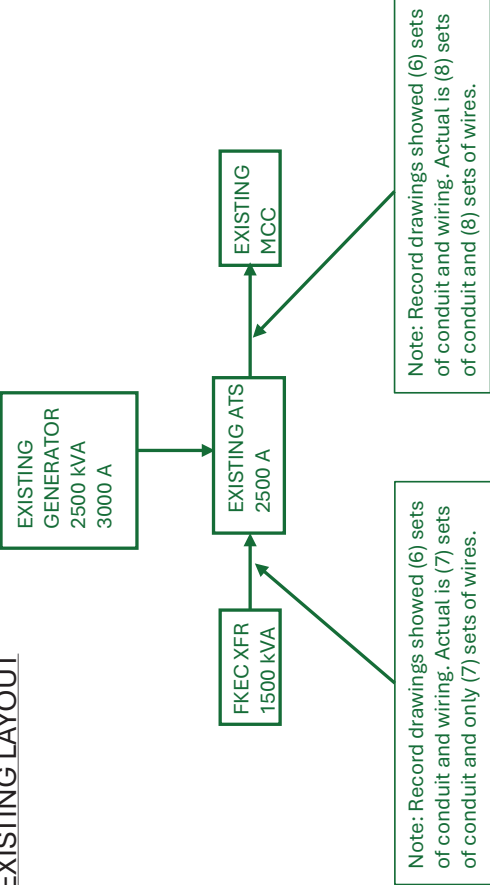
Recommendation

Weiler Engineering recommends Option 1 as the minimum upgrade necessary to meet the EQ Tank and Headworks project needs and ensure service reliability and capacity.

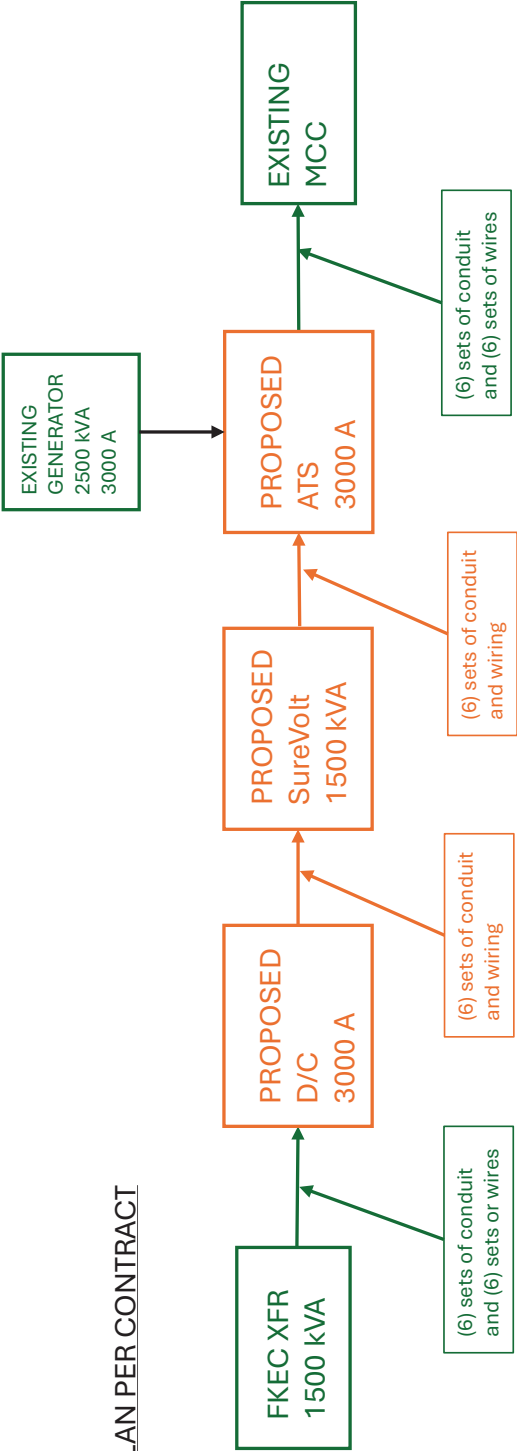
Options **2A** and **2B** provide enhanced generator readiness and allow for faster and easier connection of portable generators in emergencies. These options may be considered if the Board prioritizes rapid response capability during power outages.



EXISTING LAYOUT



PLAN PER CONTRACT



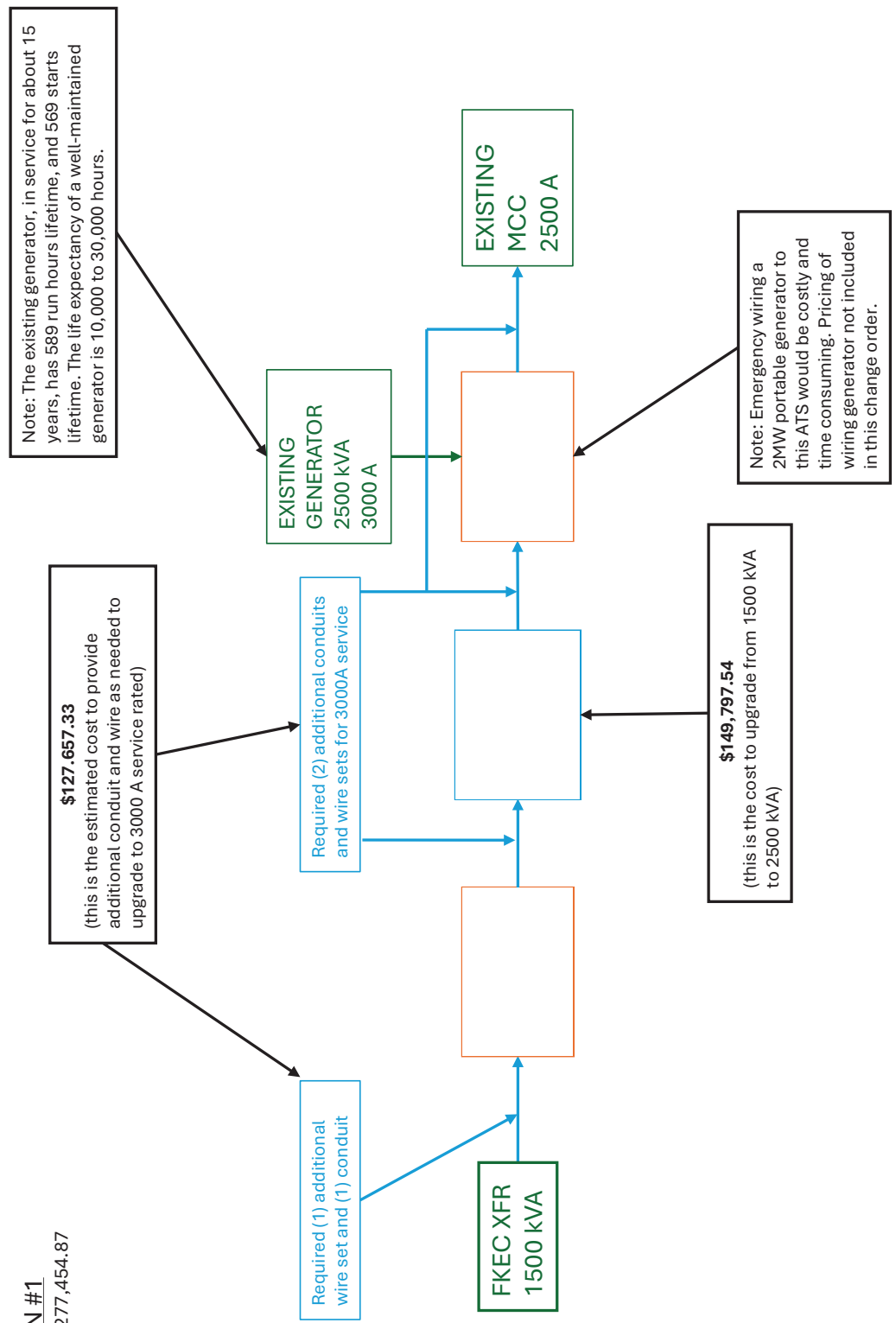
OPTION #1
TOTAL: \$277,454.87

Legend

Existing Conditions

Proposed Upgrades per Contract

Change Order Items



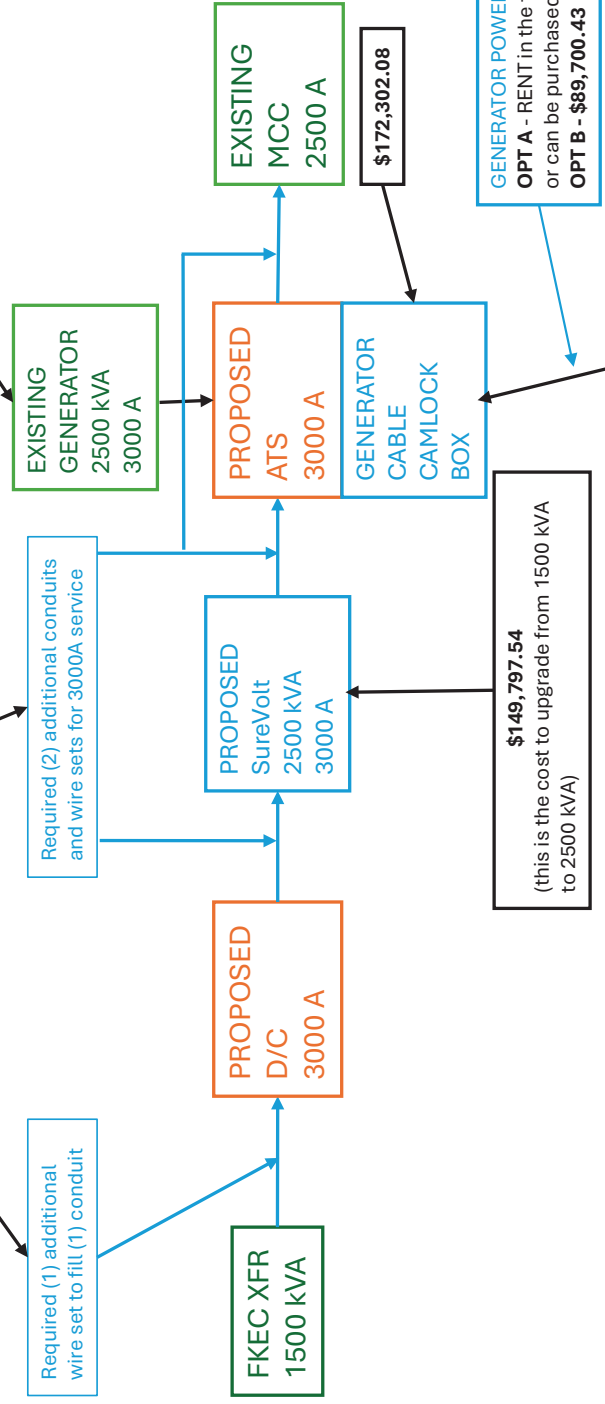
Note: The FKEC transformer will be required to be upgraded to 2500 kVA or 3000 A service for the EQ Tank and Headworks project. Approx. cost of \$153,000 (not part of this change order)



Note: The existing generator, in service for about 15 years, has 589 run hours lifetime, and 569 starts lifetime. The life expectancy of a well-maintained generator is 10,000 to 30,000 hours.

\$127,657.33
(this is the estimated cost to provide additional conduit and wire as needed to upgrade to 3000 A service rated)

OPTION #2
OPT 2A TOTAL: \$449,756.95 (Renting Wires in Future – future rental costs not included in this amount)
OPT 2B TOTAL: \$539,457.38 (Buying Wires Now)



Note: The FKEC transformer will be required to be upgraded to 2500 kVA or 3000 A service for the EQ Tank and Headworks project. Approx. cost of \$153,000 (not part of this change order)

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

Meeting Date:

May 6, 2025

Agenda Item Number: M-2

Action Required:

Yes

Department:

Capital Projects

Sponsor:

Steve Suggs

Subject:

KLWTD Power Conditioning Project Change Order #1 Option 2A

Summary of Discussion:

Change Order #1 for the power conditioning project will be presented to the Board to upgrade the plant's electrical service to 3000A, a requirement for the upcoming EQ Tank and Headworks project and future expansion. Three options are proposed, each offering different levels of emergency generator readiness. This is option 2A, including all essential upgrades for 3000A service—new conduits, wiring, and an upsized SureVolt—and adds a generator camlock connection point to allow faster hook-up of a portable generator during an outage. Generator cables would be rented as needed, which reduces upfront cost of this option.



Reviewed / Approved

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

Financial Impact

\$ 449,756.95

Expense

Funding Source:

District

Budgeted:

No

Attachments

1. Change Order Form #1 Option 2A
2. Memo with Diagrams

Approved By: _____

General Manager

Date: _____

05/01/2025

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Pedro Falcon Contractors, Inc.	CHANGE ORDER No. 1 (Option 2A) PROJECT TITLE: KLWTD Power Conditioning & Electrical Upgrades PROJECT No. 03105.086:151
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: May 6, 2025	EFFECTIVE DATE: <u>May 6, 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>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Upgraded 3000A Sure Volt installation requirements, also provide and install 4" Raceways between, provide, pull and terminate 500MCM wires, provide material and labor to install housekeeping pad. Additionally, this change order includes additional conduit and wiring needed for 3000A service and adding a camlock box to the ATS for mobile generator connection.</p> <p>Reason for Change: Additional Scope to be added to the project in the form of Cam-Lock connection for Emergency Generator Power, and upgraded 3000A SureVolt to add additional capacity to the WWTP.</p> <p>Work to be Performed is more specifically described as: See attached</p> <p>Attachments: N/A</p>	
Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order	
Increase (decrease) in Contract Price: <div style="text-align: right;">\$ 449,756.95</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: right;">13 Days</div>
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
Original Contract Price: \$2,670,450.00	Original Contract Time: 500 Days (calendar days or dates)

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1		\$	Days
2		\$	Days
3		\$	Days
4		\$	Days
5		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$ 0.00	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$ 2,670,450.00	500 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$ 3,120,206.95	513 Days
Original Contract Substantial Completion Date: 06/15/2026		New Contract Substantial Completion Date: 06/28/2026	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Pedro Falcon Contractors, Inc.</u> By (Signature) _____ <u>Roman Sviridenko, Project Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u> By (Signature) _____ <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)	



MEMORANDUM

To: Peter Rosasco, General Manager
From: Lexi Connor, E.I., Weiler Engineering
Date: May 6, 2025
Re: KLWTD Power Conditioning & Electrical Upgrades Project

Project Background and Need for Change Order

As KLWTD prepares for the upcoming EQ Tank and Headworks Project, our evaluation of the Main Wastewater Treatment Plant's electrical infrastructure determined that the existing 1500 kVA transformer and 2500A service are not adequate to support this project or future plant needs.

This change order is being driven by the EQ Tank and Headworks project's additional load and the need to ensure long-term capacity, and it is most cost-effective and least disruptive to upgrade these recommended items during this project, rather than in the future. NEC standards and sound engineering practice require service upgrades to avoid overloading and to ensure reliable power distribution for existing and future operations.

To help illustrate the differences between each option, the attached diagrams show the existing setup, planned contract upgrades, and the proposed change order options (Option 1, 2A, and 2B).

Change Order Options for Consideration

Option 1 (Baseline Recommended Upgrade)

- Upgrade service to **3000A rated SureVolt (upsized to 2500 kVA), and necessary conduits/wiring.**
- Provides the required service capacity for EQ Tank/Headworks and future expansions.
- **Portable generator connection would still require hardwiring into ATS or MCC main breaker during emergencies.**

Cost: \$277,454.87

Option 2 (Enhanced Generator Readiness Options)

Option 2A – Generator Camlock Only (Rent Cables in Emergency)

- Includes all components of **Option 1**.
- Adds permanent **generator cable camlock box**, enabling rapid “plug and play” portable generator connection.
- **Cables would be rented if/when needed.**

Estimated Cost: \$449,756.95

Note: Rental cables not included in this cost.

Option 2B – Generator Camlock + Purchase Cables

- Same as **Option 2A**.
- **Purchases generator power connection cables now** (stored on-site), ensuring immediate readiness for emergencies.

Estimated Cost: \$539,457.38

(Includes \$89,700.43 for purchase of cables.)

Additional Considerations

- **Existing Generator:** Remains in good condition (589 run hours and 569 starts lifetime).
- **FKEC Transformer Upgrade:** A transformer upgrade (to 2500 or 3000 kVA) will also be required to support the EQ Tank and Headworks project, but is not part of this change order (est. \$153,000).

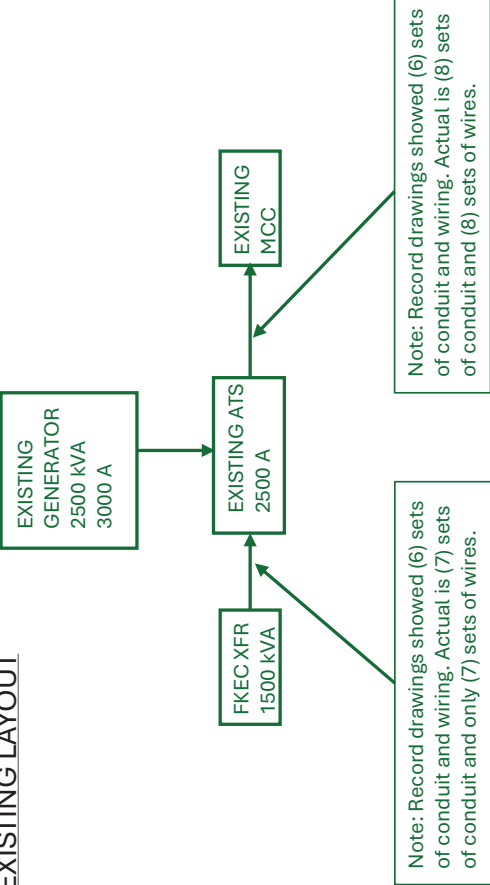
Recommendation

Weiler Engineering recommends Option 1 as the minimum upgrade necessary to meet the EQ Tank and Headworks project needs and ensure service reliability and capacity.

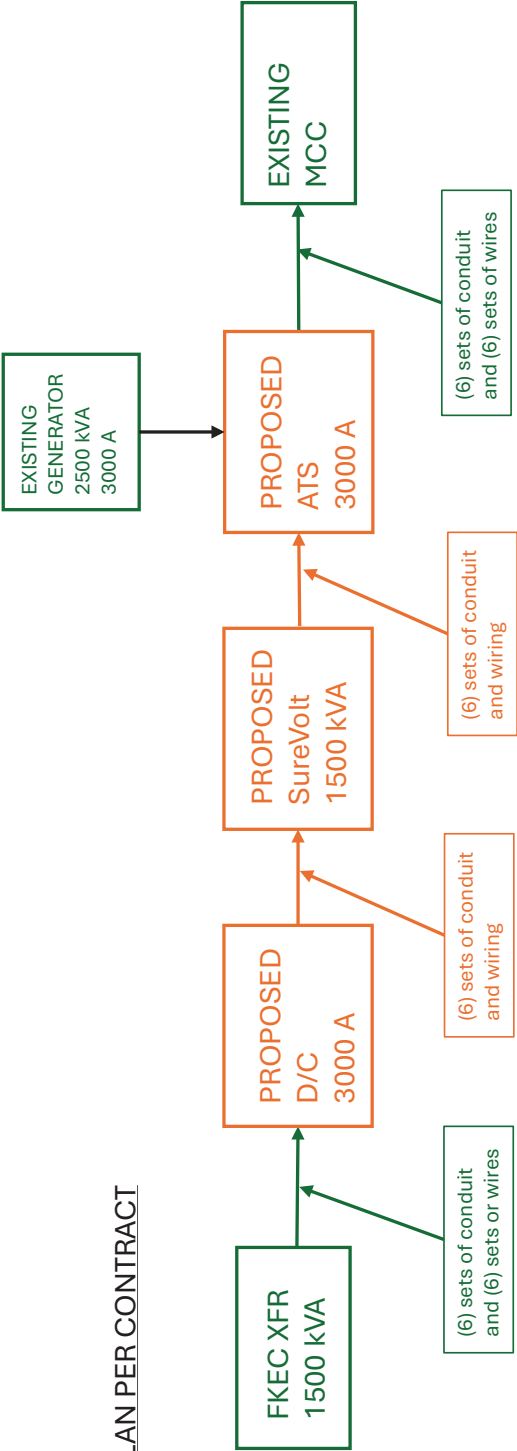
Options **2A** and **2B** provide enhanced generator readiness and allow for faster and easier connection of portable generators in emergencies. These options may be considered if the Board prioritizes rapid response capability during power outages.



EXISTING LAYOUT



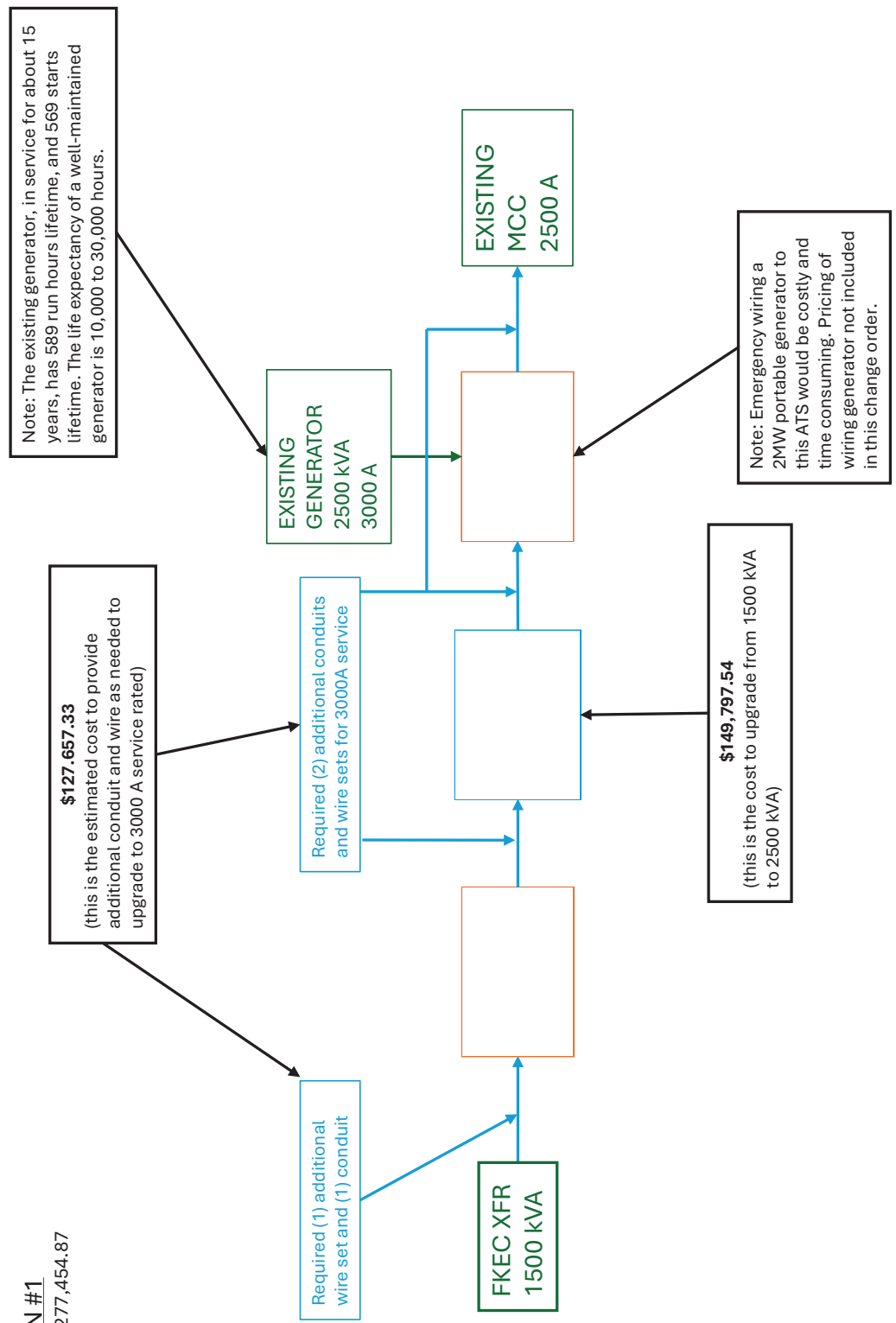
PLAN PER CONTRACT



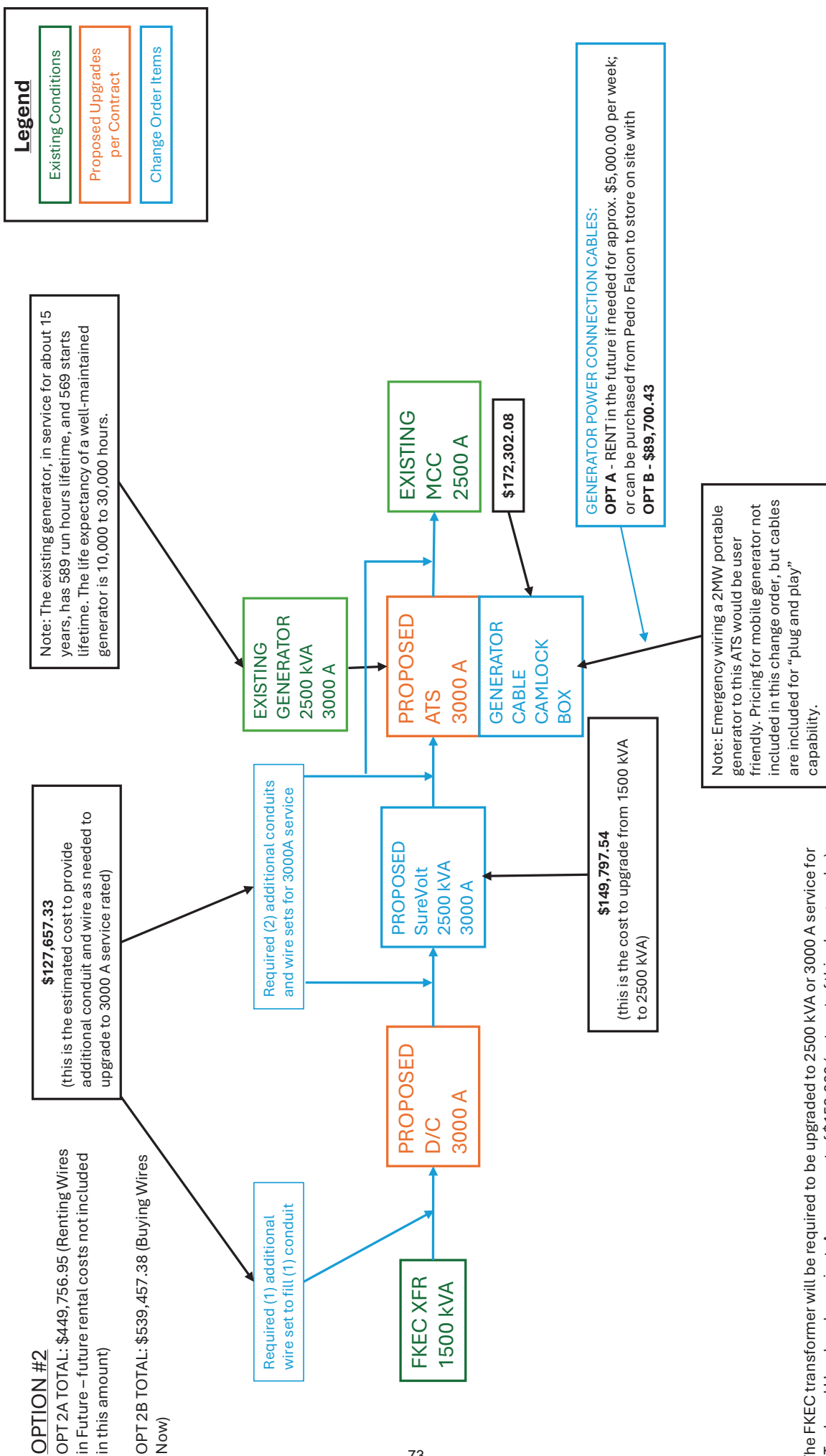
OPTION #1
TOTAL: \$277,454.87

Legend

- Existing Conditions
- Proposed Upgrades per Contract
- Change Order Items



Note: The FKEC transformer will be required to be upgraded to 2500 kVA or 3000 A service for the EQ Tank and Headworks project. Approx. cost of \$153,000 (not part of this change order)



Note: The FKEC transformer will be required to be upgraded to 2500 kVA or 3000 A service for the EQ Tank and Headworks project. Approx. cost of \$153,000 (not part of this change order)

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

Meeting Date:

May 6, 2025

Agenda Item Number: M-3

Action Required:

Yes

Department:

Capital Projects


Sponsor:

Steve Suggs

Subject:

KLWTD Power Conditioning Project Change Order #1 Option 2B

Summary of Discussion:

Change Order #1 for the power conditioning project will be presented to the Board to upgrade the plant's electrical service to 3000A, a requirement for the upcoming EQ Tank and Headworks project and future expansion. Three options are proposed, each offering different levels of emergency generator readiness. This is option 2B, including all essential upgrades for 3000A service—new conduits, wiring, and an upsized SureVolt—and adds a generator camlock connection point to allow faster hook-up of a portable generator during an outage as well as the purchase of generator connection cables, which can be stored on-site to be readily available during an outage. 

Reviewed / Approved

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

Financial Impact

\$ 539,457.38

Expense

Funding Source:

District

Budgeted:

No

Attachments

1. Change Order Form #1 Option 2B
2. Memo with Diagrams

Approved By: _____

General Manager



Date: _____

05/01/2025

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Pedro Falcon Contractors, Inc.	CHANGE ORDER No. 1 (Option 2B) PROJECT TITLE: KLWTD Power Conditioning & Electrical Upgrades PROJECT No. 03105.086:151
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER': Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: May 6, 2025	EFFECTIVE DATE: <u>May 6, 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>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Upgraded 3000A Sure Volt installation requirements, also provide and install 4" Raceways between, provide, pull and terminate 500MCM wires, provide material and labor to install housekeeping pad. Additionally, this change order includes additional conduit and wiring needed for 3000A service and adding a camlock box to the ATS for mobile generator connection as well as purchase of connection wires which can be used for cam lock mobile generator connections in the future.</p> <p>Reason for Change: Additional Scope to be added to the project in the form of Cam-Lock connection for Emergency Generator Power, connection wires for future use, and upgraded 3000A SureVolt to add additional capacity to the WWTP.</p> <p>Work to be Performed is more specifically described as: See attached</p> <p>Attachments: N/A</p>	
Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order	
Increase (decrease) in Contract Price: <div style="text-align: right;">\$ 539,457.38</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: right;">13 Days</div>
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
Original Contract Price: \$2,670,450.00	Original Contract Time: 500 Days (calendar days or dates)

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4		\$	Days
5		\$	Days
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Original Contract Substantial Completion Date: 06/15/2026		New Contract Substantial Completion Date: 06/28/2026	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Pedro Falcon Contractors, Inc.</u> By (Signature) _____ <u>Roman Sviridenko, Project Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u> By (Signature) _____ <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)	



MEMORANDUM

To: Peter Rosasco, General Manager
From: Lexi Connor, E.I., Weiler Engineering
Date: May 6, 2025
Re: KLWTD Power Conditioning & Electrical Upgrades Project

Project Background and Need for Change Order

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Cost: \$277,454.87

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- Includes all components of **Option 1**.
- Adds permanent **generator cable camlock box**, enabling rapid “plug and play” portable generator connection.
- **Cables would be rented if/when needed.**

Estimated Cost: \$449,756.95

Note: Rental cables not included in this cost.

Option 2B – Generator Camlock + Purchase Cables

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- **Purchases generator power connection cables now** (stored on-site), ensuring immediate readiness for emergencies.

Estimated Cost: \$539,457.38

(Includes \$89,700.43 for purchase of cables.)

Additional Considerations

- **Existing Generator:** Remains in good condition (589 run hours and 569 starts lifetime).
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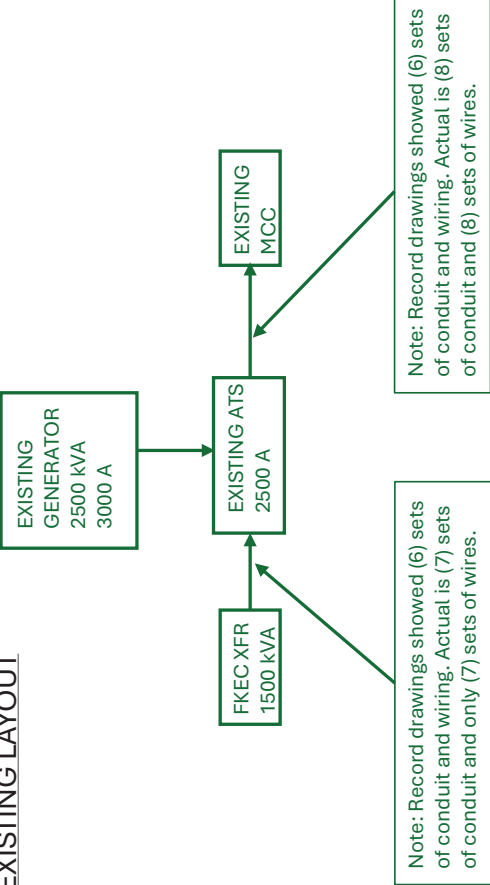
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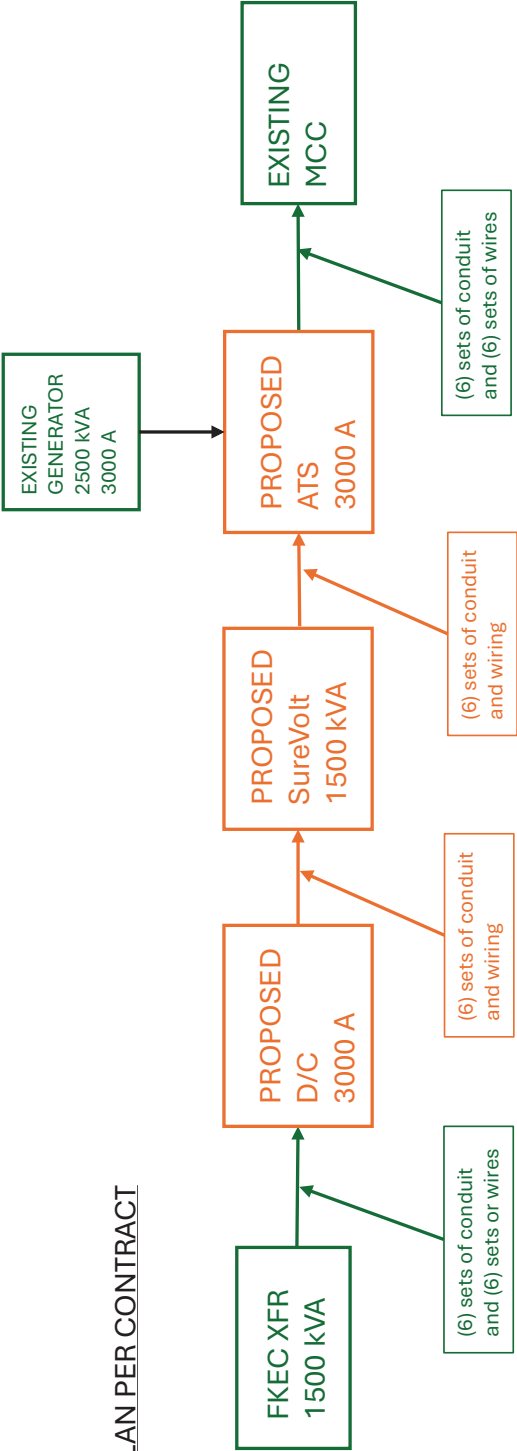
Options **2A** and **2B** provide enhanced generator readiness and allow for faster and easier connection of portable generators in emergencies. These options may be considered if the Board prioritizes rapid response capability during power outages.



EXISTING LAYOUT



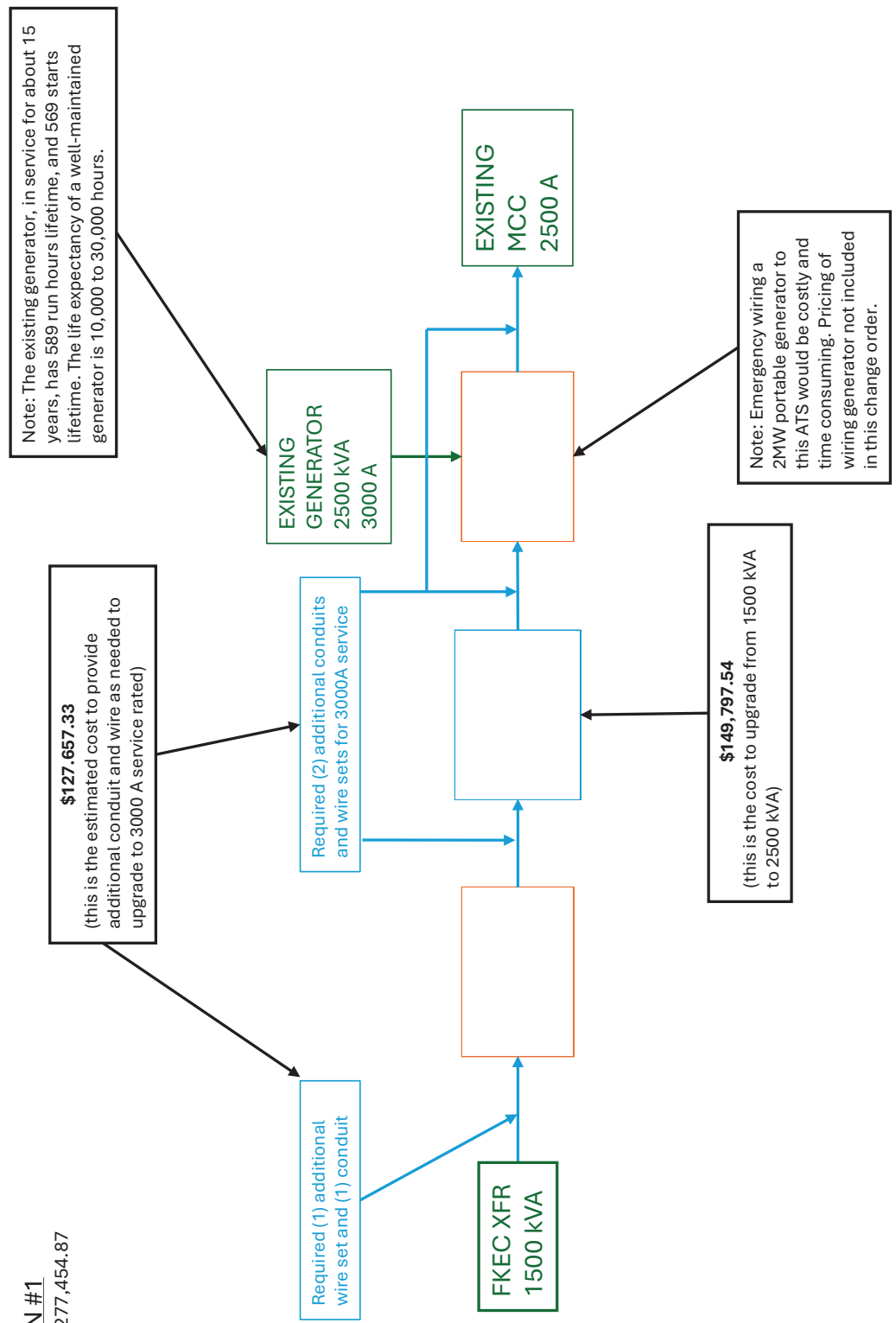
PLAN PER CONTRACT



OPTION #1
TOTAL: \$277,454.87

Legend

- Existing Conditions
- Proposed Upgrades per Contract
- Change Order Items



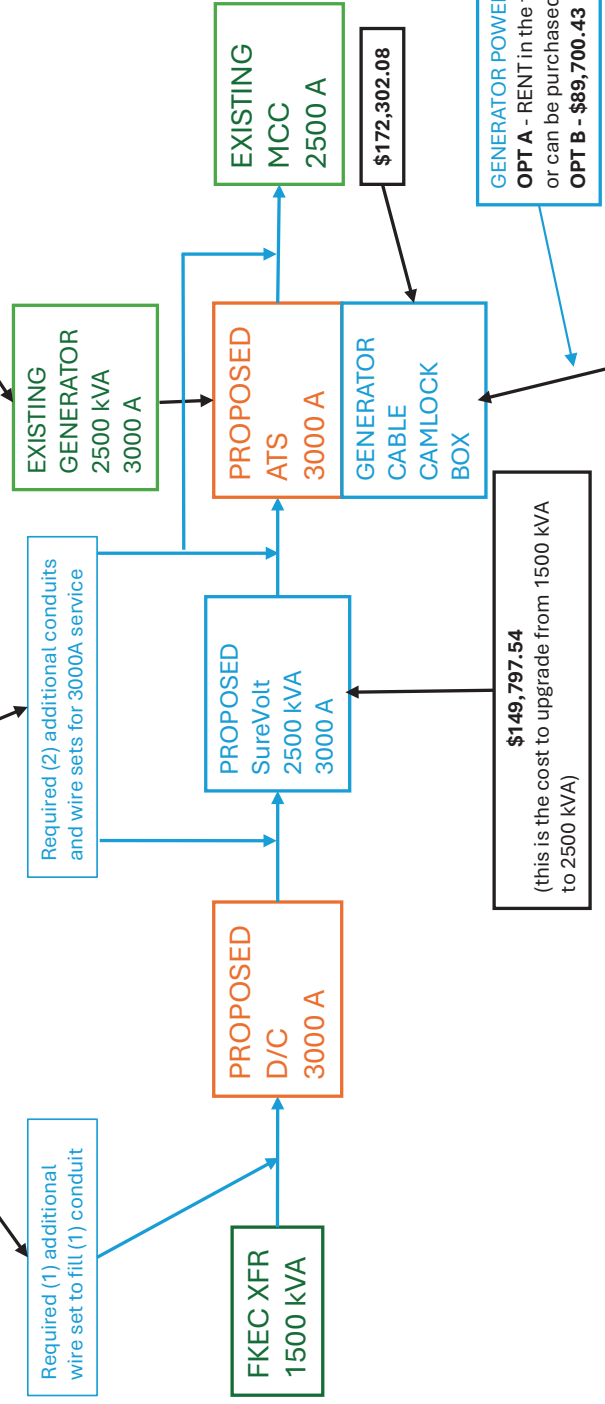
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Note: The existing generator, in service for about 15 years, has 589 run hours lifetime, and 569 starts lifetime. The life expectancy of a well-maintained generator is 10,000 to 30,000 hours.

\$127,657.33
(this is the estimated cost to provide additional conduit and wire as needed to upgrade to 3000 A service rated)

OPTION #2
OPT 2A TOTAL: \$449,756.95 (Renting Wires in Future – future rental costs not included in this amount)
OPT 2B TOTAL: \$539,457.38 (Buying Wires Now)



Note: Emergency wiring a 2MW portable generator to this ATS would be user friendly. Pricing for mobile generator not included in this change order, but cables are included for “plug and play” capability.

Note: The FKEC transformer will be required to be upgraded to 2500 kVA or 3000 A service for the EQ Tank and Headworks project. Approx. cost of \$153,000 (not part of this change order)

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

Meeting Date:
May 6, 2025

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nicholas W. Mulick

Subject:

South Cliff Holdings LLC - Resolution approving payment plan for SIC (Reso. 06-2025)



Summary:

At its April 15, 2025 meeting, the Board approved a plan for payment of the SIC imposed on South Cliff Holdings LLC in the amount of \$112,241.25. The attached proposed Resolution will formalize the terms of the plan.

Reviewed / Approved

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

Financial Impact

\$ 112,245.25
Income
Funding Source:
Assessment Revenue
Budgeted:
N/A

Attachments

1. Resolution 06-2025

Approved By: _____

General Manager

Date: _____

05/01/2025

RESOLUTION NO. 06-2025

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“DISTRICT”) APPROVING A PLAN FOR PAYMENT OF THE SYSTEM IMPACT CHARGE (“SIC”) IMPOSED ON SOUTH CLIFF HOLDINGS LLC BY THE DISTRICT BOARD OF COMMISSIONERS (“BOARD”) IN THE AMOUNT OF \$112,241.25; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, South Cliff Holdings LLC is the owner of real property located at 95295 Overseas Hwy, Key Largo, Florida (“the Property”); and

WHEREAS, South Cliff Holdings LLC is in the process of constructing 26 units of workforce housing units on the Property (“the Project”); and

WHEREAS, on January 23, 2024, the Board adopted Resolution No. 01-2024 imposing an SIC in the amount of \$112,241.25 against the Property; and

WHEREAS, South Cliff Holdings LLC’s agent, Francisco Pla, has requested that the SIC be paid in three installments; and

WHEREAS, the Board considered South Cliff Holdings LLC’s request at a public meeting on April 15, 2025; and

WHEREAS, based on the representation by Mr. Pla that the Project consists of 100% workforce housing, the Board approved a payment plan, the terms of which are that South Cliff Holdings LLC shall immediately pay the sum of \$39,614.58, with two annual payments each in the amount of \$36,313.33.

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

Section 1. *Recitals.* The above recitals are true and correct and incorporated into this Resolution by reference.

Section 2. *Payment Plan.* South Cliff Holdings LLC shall pay the sum of \$112,241.25 in three installments, as follows: \$39,614.58 paid on April 15, 2025; \$36,313.33 due on April 15, 2026; and \$36,313.33 due on April 15, 2027.

Section 3. *Implementation.* The General Manager and/or his designee is authorized to take all actions necessary to implement the terms of this Resolution.

Section 4. *Effective Date.* This Resolution shall be effective upon adoption by the Board.

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

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

The Chairman thereupon declared this Resolution duly passed and adopted the 6th day of May, 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

Approved to as to form and legal sufficiency:

ATTEST:

By: _____
Nicholas W. Mulick,
General Counsel

By: _____
Shannon McCully, Clerk

SEAL

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

Meeting Date:
May 6, 2025

Agenda Item Number: O-2

Action Required:
Yes

Department:

Legal

Sponsor:

Nicholas W. Mulick, Esq.

Subject:

Amended Easement Agreement with The Archdiocese of Miami, Florida (Reso. 07-2025)

Summary:

The Board will consider the adoption of Resolution No. 07-2025 approving an Amended, Restated and Superseding Easement Agreement between KLWTD and The Archdiocese of Miami, Florida. The Agreement will expand the area of an existing easement on the St. Justin Martyr Catholic Church premises where Vacuum Station A is located. The additional area is necessary to accommodate upgrades to Vacuum Station A.

Reviewed / Approved

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

Financial Impact

\$ 43,500.00
Expense
Funding Source:
District
Budgeted:
No

Attachments

1. Proposed Amended, Restated and Superseding Easement Agreement by and between KLWTD and The Archdiocese of Miami, Florida
2. Existing Easement Agreement between KLWTD and The Archdiocese of Miami
3. Correspondence from counsel for The Archdiocese
4. Resolution 07-2025

Approved By: _____

General Manager

Date: _____

05/01/2025

This instrument prepared by:

Nicholas W. Mulick, Esq.

NICHOLAS W. MULICK, PA

91645 Overseas Highway

Tavernier, FL 33070

**AMENDED, RESTATED AND SUPERCEDING
EASEMENT AGREEMENT BY AND BETWEEN
KEY LARGO WASTEWATER TREATMENT DISTRICT
and
THE ARCHDIOCESE OF MIAMI, FLORIDA**

THIS AMENDED, RESTATED AND SUPERCEDING EASEMENT AGREEMENT (“Agreement”) is entered into this ____ day of May, 2025, by and between the **Key Largo Wastewater Treatment District** (“District”), whose address is 103355 Overseas Highway, Key Largo, Florida 33037, and **The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami**, his successors in office, a corporation sole, on behalf of and with respect to the **St. Justin Martyr Catholic Church** (“Archdiocese”) whose address is 105500 Overseas Highway, Key Largo, Florida 33037.

WHEREAS, the Archdiocese is the owner of certain real property located on the island of Key Largo, Monroe County, Florida, and managed as the St. Justin Martyr Catholic Church (“Church”), located at 105500 Overseas Highway, Key Largo, and more particularly described in **Exhibit “A”** attached hereto and incorporated herein by reference (“Archdiocese’s Property”); and

WHEREAS, the District is an independent special district established under Chapter 2002-337, Florida Statutes, as amended, and is charged with the responsibility to construct, operate, and maintain wastewater management facilities within the District’s boundaries; and

WHEREAS, on May 15, 2007, the District and the Archdiocese entered into an Easement Agreement granting to the District the right to design, construct, operate and maintain wastewater management facilities on a portion of the Archdiocese’s Property (“Easement Area”) depicted on **Exhibit “B”** attached hereto and made a part hereof by reference; and

WHEREAS, said Easement Agreement is recorded in Book 2299, at Page 2444, of the Public Records of Monroe County, Florida; and

WHEREAS, the wastewater management facilities (“Improvements”) have been constructed and are maintained and operated by the District; and

WHEREAS, the District has determined that its operational needs require upgrading and expansion of the Improvements (“Upgraded Improvements”); and

WHEREAS, the District desires to expand the Easement Area to accommodate the upgraded Improvements; and

WHEREAS, the Archdiocese has agreed to expand the Easement Area as depicted on **Exhibit “C”** attached hereto and made a part hereof by reference (“Expanded Easement Area”); and

WHEREAS, the District understands and agrees that the Archdiocese is proceeding with this Agreement in material reliance on the District’s representations that the District’s Upgraded Improvements will be designed, constructed and operated in conformity with current industry standards and the District will exercise due diligence to ensure that the District’s Upgraded Improvements will not negatively impact or constitute a nuisance to the day-to-day operations and activities of the Church and its School, or the Church’s future improvement of the Archdiocese’s Property.

NOW THEREFORE, in consideration of the District’s acknowledgment and agreement that the previous waiver of wastewater assessments on the Archdiocese’s Property (as described in Article 14 below) shall remain in effect and inure to the benefit of future holders of title to the Archdiocese’s Property, the mutual covenants provided herein, and other good and valuable consideration, the receipt of which is hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a part of this Agreement as though fully set forth herein.

2. **Effective Date.** The effective date of this Agreement shall be on the date it is executed by the last of the parties hereto.

3. **Grant of Easement.** In consideration of the District’s permanent waiver of the Key Largo Wastewater Assessments (defined below) applicable to the Archdiocese’s Property, the Archdiocese hereby grants to the District a non-exclusive easement to construct, operate, maintain, repair, inspect, replace and use the Upgraded Improvements located within the Expanded Easement Area. The right to use the Expanded Easement Area is subject to the terms of this Agreement and such reasonable rules and regulations as the Archdiocese may deem appropriate from time to time with respect to the Upgraded Improvements and the Expanded Easement Area.

4. **Limited Access to Expanded Easement Area.** Ingress and egress to and from the Expanded Easement Area and Upgraded Improvements by the District, its contractors or other representatives, shall be through the public road entitled “Mockingbird Lane” only.

5. **Design and Construction of Upgraded Improvements.** The District shall design, construct and install the Upgraded Improvements, at its own expense, within the Expanded Easement Area. All mechanical components shall be enclosed within a structure so that they are not visible from outside of the structure. The District shall design the Upgraded Improvements to be compatible with the nature of the Church, including exterior finishes to blend with the Church's facilities and include a landscaped buffer wall. The District's Upgraded Improvements shall also be designed to preclude excessive noise and noxious odors in conformity with current industry standards. The District's layout for the Upgraded Improvements shall also be designed to direct machinery and/or equipment emitting any noise away from the Church's future improvements.

The District shall submit all design documents, applications, plans and specifications (including elevations) and other documentation, including any subsequent modifications, for the Upgraded Improvements to the Archdiocese (collectively, "Plans") for its review and written approval prior to processing the documentation with a third party or any applicable governmental entities and prior to construction. The Archdiocese shall provide comments on proposed Plans and any proposed modifications thereof within forty-five (45) days after the Archdiocese's receipt of such documentation. Such comments will be limited to issues relative to the degree to which the Upgraded Improvements blend with the Church's facilities. The parties shall use their best efforts to timely resolve any issues regarding the Plans. The District shall provide the Archdiocese with at least ten (10) days' prior written notification of all governmental hearings and/or meetings pertaining to any permitting process. The District shall pay all application fees and other costs pertaining to any permitting process.

The District shall comply with all applicable federal, state and local laws ("Laws") in designing, installing, constructing, and maintaining the Upgraded Improvements and carrying out the terms of this Agreement. The District shall be required, at its own expense, to obtain all required documentation for construction, approval and acceptance of the Upgraded Improvements by the applicable governmental departments and agencies exercising jurisdiction over same.

Upon completion of the Upgraded Improvements, the District shall be required to obtain and provide to the Archdiocese a full Release of Lien from each of its contractors and representatives. The District agrees to use its best efforts to minimize disruption to the Archdiocese's Property during the construction of the Upgraded Improvements.

6. **Construction Utilities and Related Services.** The District shall provide and pay for all utilities and any other related services necessary for the construction, installation, and completion of the Upgraded Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District during the term of this Agreement.

7. **The Archdiocese's Fee Simple Interest Not Subject to Construction Liens.**

The District agrees that it will promptly pay in full of all sums necessary to pay for costs of the Improvements and work done by the District in or to the Expanded Easement Area and further agrees to indemnify and save harmless the Archdiocese from and against any and all such costs and liabilities and against any and all mechanics', materialmen's, laborers' or other statutory or common law liens arising out of or from such work, or the cost thereof, which may be asserted, claimed or charged against all or any part of the Expanded Easement Area. In no event shall the Archdiocese, or the fee simple interest of the Archdiocese in the Expanded Easement Area or the Archdiocese's Property be liable for or subjected to any mechanics', materialmen's, laborers', or other statutory or common law liens for the Upgraded Improvements or work made or done by, or at the instance of, the District, and this Agreement expressly prohibits the subjecting of the fee simple interest of the Archdiocese in the Expanded Easement Area or the Archdiocese's Property to any mechanics', materialmen's, laborers', or other statutory or common law liens for any improvements made by or at the instance of the District, and all persons dealing with, or contracting with, the District are hereby put on notice of these provisions.

8. **Contractor Insurance.** The District shall require all contractors that it engages to construct, maintain or operate the Upgraded Improvements within the Expanded Easement Area procure insurance in accordance with the District's standard practice to cover the District's and its contractors' use, operation, construction and other activities on the Archdiocese's Property. The Church and The Most Reverend Thomas G. Wenski, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, and their respective officers, employees, agents, and representatives, shall be added as additional insureds. Each policy of insurance must contain a provision that the policy shall not be canceled or modified without providing at least thirty (30) days' prior written notice of cancellation to the Archdiocese pursuant to the notice provision herein. The District shall provide the requisite Certificates of Insurance to the Archdiocese prior to commencing any work on the Expanded Easement Area.

9. **Contractor Restrictions.** The District shall require all contractors that it engages, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to the Expanded Easement Area by virtue of this Agreement, to meet the minimum level 2 screening requirements of Section 1012.465, Florida Statutes, and the District shall ensure that contractors perform all necessary background investigations to ensure such compliance. If, at any time, the Archdiocese is not satisfied that this requirement has been met for any person affiliated with the District's contractors, the Archdiocese may request that the District's contractors or any person affiliated with them be prohibited from accessing the Expanded Easement Area, and the District's contractors shall immediately vacate the Expanded Easement Area or prohibit such person identified by the Archdiocese from accessing the Expanded Easement Area as the Archdiocese may direct. It is expressly understood and agreed that the District shall be strictly liable for any injury, loss and/or damage to any person, and shall indemnify and hold the Archdiocese harmless from any claims resulting from contractors' failure to comply with the requirements stated herein.

10. **Operation, Maintenance, and Repair of Expanded Easement Area and Upgraded Improvements.** The District shall be solely responsible for the operation, maintenance, repair and security of the Upgraded Improvements and Expanded Easement Area in accordance with all applicable Laws. The District shall, at its own expense, operate and maintain the Expanded Easement Area and Upgraded Improvements thereon in good order and repair, and in clean condition. The District shall provide and pay for when due, all costs incurred with respect to the District's Upgraded Improvements, including but not limited to operating, equipping, protecting, and lighting the Expanded Easement Area.

The District shall exercise due diligence to ensure that Upgraded Improvements and Expanded Easement Area are operated in such a manner as to preclude nuisances, significant disturbances and significant disruptions to the Church, its School and the Church's future development. The District shall install standard of the industry noise and odor control equipment within the Upgraded Improvements to preclude excess noise and noxious odors within, on, or surrounding the Expanded Easement Area. Notwithstanding the foregoing, the parties acknowledge and agree that the Upgraded Improvements include a standby diesel emergency generator, which, although fitted with noise attenuating devices, will generate noise during operation.

The District will promptly respond to all incidents or upsets occurring on, in, or with respect to the Upgraded Improvements, and shall promptly, at its own expense, contain, clean up, and remediate any release of sewage, fuel, or other substances that may occur in accordance with all applicable Laws and according to the terms outlined in Section 20 of this Agreement.

11. **Ownership of Upgraded Improvements.** The District shall be the sole owner of the Upgraded Improvements constructed within the Expanded Easement Area. If this Agreement is terminated or the Expanded Easement Area reverts to the Archdiocese on the terms provided herein, the District shall be responsible for timely removing the Upgraded Improvements from the Expanded Easement Area and restoring the Expanded Easement Area to its original condition, ordinary wear and tear excepted.

12. **Ongoing Utilities and Related Services.** The District shall provide and pay for all utilities and related services necessary to operate and maintain the Upgraded Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District.

13. **Security for Upgraded Improvements.** The District shall be solely responsible for operating and maintaining the Upgraded Improvements in a safe and secure manner at all times in accordance with industry standards.

14. **Permanent Waiver of Wastewater Assessments.** The District shall:

A. The District has permanently waived all current Key Largo Wastewater Treatment District assessments applicable to the Archdiocese's Property as set forth in Resolution No. 28-08-06 (the "Resolution"). The total amount of these assessments is One Hundred, Sixty-Seven Thousand, Seven Hundred, Seventy-Eight Dollars 00/100 (\$167,778.00)

as outlined and based upon the Resolution. The Key Largo Wastewater assessment is a one-time assessment payable over twenty (20) years. Notwithstanding the foregoing, in the event of a breach of this Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the assessment described herein.

B. The District has permanently waived all future wastewater assessments against all of the Archdiocese's Property for the first one hundred (100) dwelling units constructed on the Archdiocese's Property. This waiver of wastewater assessments on the Archdiocese's Property runs with the land and shall remain in effect and inure to the benefit of future holders of title to the Archdiocese's Property. The actual amount of the assessments to be waived is not known because the formula for calculating the one-time assessment is subject to change and must be evaluated at the time of imposition. However, by way of example, if the Archdiocese's Property had been assessed for a 100-dwelling-unit development, according to the formula in the District's 2006 Final Assessment Resolution, the amount of the assessment would have been Two Hundred, Eighty-Four Thousand, One Hundred Fifty Dollars 00/100 (\$284,150.00). Notwithstanding the foregoing, in the event of a breach of this Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the assessment described herein.

C. The District is not obligated, under the terms of this Agreement, to waive any assessments against any of the Archdiocese's Property beyond the District's express obligations as provided in this provision.

The wastewater assessments set forth in (A) and (B) above shall be collectively referred to herein as "Assessments."

The District's waiver of the Assessments described above has been evidenced by Resolution.

15. **District's Representations and Warranties.** The District represents and warrants that:

A. The District believes that the Archdiocese is not automatically exempt from the Assessments by virtue of being a non-profit organization;

B. The District has the authority to waive the Assessments against the Archdiocese's Property on the terms provided herein;

C. The District has the authority to enter into this Agreement which shall not constitute a violation of any Agreements or Laws applicable to the District;

D. To the best of the District's knowledge, based upon experience with other similar wastewater management facilities, the District's operation of the Upgraded Improvements within the Expanded Easement Area shall not create a nuisance, significant disruption, or significant disturbance to the Church, its School or the Church's proposed development of the Archdiocese's Property.

16. **Archdiocese's Representations and Warranties.** The Archdiocese represents and warrants that:

A. The Archdiocese is a corporation sole duly recognized under the laws of the State of Florida with the capacity to sue and be sued in the courts of the State of Florida.

B. The person executing this Agreement possesses the authority to enter into this Agreement and to bind the Archdiocese to its terms.

C. The Expanded Easement Area is free of any contamination or Adverse Environmental Condition. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment (collectively, "Hazardous Materials"), including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar federal, state and/or local laws governing the same, similar, or related matters (collectively, "Environmental Laws").

D. The Archdiocese has good title to the Expanded Easement Area, free and clear of any recorded or unrecorded liens or encumbrances, and the right of the Archdiocese to enter into this Agreement is not subject to the approval of any other person.

E. The Expanded Easement Area is not subject to any pending claims, liens, or judgments, whether recorded or not, and is not the subject of any current or threatened litigation.

F. The Expanded Easement Area is not subject to any other easements, restrictions, covenants, servitudes, or other recorded or unrecorded restrictions that would limit, preclude, or otherwise be inconsistent with the rights of the District under this Agreement.

17. **Obligations of the Archdiocese.** The Archdiocese shall:

A. Furnish and maintain the Expanded Easement Area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with the District's safe or proper installation, operation, maintenance, inspection, or removal of the District's Upgraded Improvements in the Expanded Easement Area. The Archdiocese shall have the right to make any other use of the Expanded Easement Area that does not interfere with the District's rights.

B. Remove or pay for the removal of any obstruction to the safe or proper operation, maintenance, inspection, or removal of the District's Upgraded Improvements in the Expanded Easement Area.

C. Refrain from taking or permitting any actions inconsistent with the obligations of the Archdiocese as provided for in this Agreement.

D. Bear the cost of any relocation or modification of said facilities when the change is necessitated by Archdiocese's requirements.

18. **Insurance Cost Reimbursement.** The District shall reimburse to the Archdiocese such incremental increases in amounts of insurance as are required to insure the Expanded Easement Area under this Agreement against such hazards, contingencies, risks and perils as the Archdiocese reasonably determines are necessary as a result of this Agreement, including costs associated with the Aboveground Diesel Fuel Storage Tank. The Archdiocese shall invoice the District upon receipt of such invoices and shall apply the same for policies of insurance covering the Expanded Easement Area, with losses hereunder payable solely to the Archdiocese. All invoices shall be due and payable within thirty (30) days of receipt thereof.

19. **Indemnification.** Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District agrees to indemnify, defend and hold harmless, the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively, "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), arising from or connected in any way with: (a) the construction, operation, maintenance, repair or use of the Expanded Easement Area or the Upgraded Improvements thereon by the District, its directors, officers, employees, agents, contractors, invitees, licensees, or other representatives; (b) the District's breach of the Agreement's terms; (c) the condition of the Expanded Easement Area, the Upgraded Improvements, or any work performed on the Expanded Easement Area or the Upgraded Improvements on the District's behalf; (d) the District's activities with respect to the Expanded Easement Area or the Upgraded Improvements thereon; or (e) any act, omission, or negligence of the District, its directors, officers, employees, agents, contractors, licensees, invitees or other representatives; (f) materialmen's, mechanics', laborers' or other statutory or common law liens arising from construction or other work or materials provided on the District's behalf within the Expanded Easement Area. The provisions of this paragraph shall survive termination or expiration of this Agreement.

20. **Environmental Matters/Environmental Indemnification.**

A. **Compliance with Environmental Laws.** The District shall comply with all Laws, including but not limited to Environmental Laws (defined below) pertaining to the health, safety, and welfare of the environment during its construction, operation, maintenance, repair and/or use of the Expanded Easement Area or the Upgraded Improvements thereon. The District shall not store, use, or dispose of any Hazardous Materials (defined below) within, on or surrounding the Expanded Easement Area or within the Upgraded Improvements, except for the diesel fuel located within the Aboveground Storage Tank ("Aboveground Storage Tank").

The District shall be responsible for timely preparing and filing all documentation and records required by applicable Environmental Laws and government authorities for the use, operation and maintenance of the Aboveground Storage Tank on the Expanded Easement Area. The District shall make all such records available for review by the Archdiocese at any reasonable time. The District shall also provide copies of such records to the Archdiocese upon request.

B. **Adverse Environmental Condition.** The District shall notify the Archdiocese of any Adverse Environmental Condition that occurs or may occur with respect to the Expanded Easement Area, the Upgraded Improvements located thereon and the surrounding areas. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment, including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar Laws governing the same, similar, or related matters.

C. **Containment, Remediation/Clean Up.** The District shall, at its own expense, timely perform any and all containment, remedial action, clean-up, or other activities required by applicable Environmental Laws or required, ordered, recommended or requested by any governmental authorities and/or the Archdiocese to prevent or minimize injury or liability to any person and/or to contain, remediate and/or clean up the Adverse Environmental Condition(s) that occurs on, within or surrounding the Expanded Easement Area and Upgraded Improvements thereon in accordance with all applicable Laws, including but not limited to, Environmental Laws, and in accordance with the Archdiocese's requirements.

The District shall be solely responsible for responding to and fully complying with any administrative notice, order, request, or any third-party claim or demand (collectively, "Notices") relating to a potential or actual Adverse Environmental Condition. The District shall promptly provide the Archdiocese with copies of any such Notices received by the District. The District shall also provide the Archdiocese with copies of all documentation prepared by the District in response to such Notices prior to filing same.

D. **Environmental Indemnification.** Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes, § 768.28 (2024), if and to the extent applicable, the District shall indemnify the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively, "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), associated with all Adverse Environmental Conditions on, within, surrounding, or from the Expanded Easement Area and Upgraded Improvements thereon including, but not limited to, those arising out of or relating to any discharge, release, spillage, disposal, production, storage, treatment or any activities in, on, surrounding, or from the Expanded Easement Area of

materials or substances that are subject to regulation under applicable Laws, including but not limited to, Environmental Laws, now existing or hereinafter executed. The District hereby releases the Archdiocese from all claims of contribution under applicable Laws, including but not limited to Environmental Laws.

The Environmental Matters/Environmental Indemnification provisions set forth above shall survive expiration of this Agreement.

21. **No Liability.** Except as expressly provided in this Agreement, the Archdiocese shall have no liability or obligations with respect to the Expanded Easement Area or Upgraded Improvements thereon. All persons entering on the Expanded Easement Area shall enter at their own risk. The Archdiocese shall have no liability to any person or entity whatsoever with respect to any act, event, occurrence, conduct or criminal offense occurring on or about the Expanded Easement Area or in connection with the use of the Expanded Easement Area and/or Upgraded Improvements, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others or which may constitute a nuisance.

22. **Reservations.** The Archdiocese reserves, for itself and its successors and assigns, all rights and ownership in and to the Expanded Easement Area which are not inconsistent with the Easement granted in this Agreement, including, without limitation, the right to cross and use, and grant to others the right to cross and use, the sub-surface of, the surface of, and the air space over the Expanded Easement Area and for the installation and maintenance of utilities and drainage over, under and adjacent to the Expanded Easement Area in a manner that does not materially affect the District's intended use of the Expanded Easement Area. The parties acknowledge and agree that the District may be required to provide fencing or other barriers as required under applicable Florida Department of Environmental Protection regulations.

23. **Reversion Rights.** The Easement rights provided herein to the District are available only until such time as the Upgraded Improvements made on, under, or across the Expanded Easement Area are permanently abandoned, at which time the title and interest of the District shall revert to and shall vest in the owner of the underlying fee interest which is currently the Archdiocese.

24. **Title: Runs With the Land.** This Agreement shall be subject to all encumbrances, reservations, agreements, conditions, limitations, easements, restrictions and/or other matters of record impacting the Expanded Easement Area ("Title") and all zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Expanded Easement Area.

25. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Expanded Easement Area, or under this Agreement.

26. **No Liens or Encumbrances.** The District shall keep the Expanded Easement Area and all Upgraded Improvements thereon free from any liens, claims, encumbrances, or charges in connection with the District's Upgraded Improvements. The District shall indemnify and hold the Archdiocese harmless against any such liens, claims, encumbrances or charges. Notwithstanding the above provisions, if any notice, claim, lien, encumbrance or charge shall be asserted or recorded against the fee simple interest of the Archdiocese in the Expanded Easement Area, the District shall have such notice or claim of lien canceled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within ten (10) days after notice to the District by the Archdiocese. If the District fails to comply with this provision, the Archdiocese, at its sole option, shall have the right to cancel or discharge the same and upon the Archdiocese's demand, the District shall promptly reimburse the Archdiocese for all reasonable costs incurred in canceling or discharging such liens.

27. **Compliance with Laws and Rules.** The District shall comply with all applicable Laws in carrying out the terms of this Agreement. The District shall, at its expense, secure and keep in effect, all permits or approvals required by applicable governmental authorities in connection with the District's activities under this Agreement. The District shall exercise due diligence to cause all persons using the Expanded Easement Area and/or Upgraded Improvements thereon, to observe all applicable Laws. The District shall not allow the Expanded Easement Area and/or Upgraded Improvements to be obstructed or encumbered in any manner, or used, operated or maintained in any manner inconsistent with the District's obligations as stated in this Agreement.

28. **Remedies for Breach.** The Archdiocese and the District shall each have the right to enforce the terms of this Agreement, and the rights and obligations created herein by all remedies provided for under the laws of the State of Florida, including the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either party hereto to pursue legal action in order to enforce the terms hereof, the prevailing party in such legal action shall be entitled to receive reasonable attorneys' fees (including paralegals' fees) and costs whether suit be brought or not, and if suit is brought, then at all pretrial, trial and appellate levels.

29. **Dispute Resolution.** The parties recognize that the operation of wastewater management facilities is a complex process involving uncertainties that cannot be adequately identified or resolved as of the Effective Date of this Agreement. The parties therefore agree to cooperate in good faith to resolve any disagreements concerning the implementation of this Agreement.

30. **Notices.** Any notice or other communication to be given under this Agreement shall be in writing and shall either be (a) hand-delivered with evidence of delivery, (b) sent by overnight mail service, (c) or sent by USPS certified mail/return receipt requested, to the Archdiocese and the District at the following addresses:

To the Archdiocese: Archdiocese of Miami – St. Justin Martyr Catholic Church
105500 Overseas Hwy
Key Largo, FL 33037
Attn: Fr. Stephen Hilley

With a copy to: Archdiocese of Miami
Department of Building and Construction
9401 Biscayne Blvd
Miami Shores, FL 33138-2970

J. Patrick Fitzgerald, Esq.
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Ste 3-B
Coral Gables, FL 33134

To the District: District Clerk
Key Largo Wastewater Treatment District
103355 Overseas Hwy (PO Box 491)
Key Largo, FL 33037

With a copy to: Chairman
Key Largo Wastewater Treatment District
103355 Overseas Hwy (PO Box 491)
Key Largo, FL 33037

Nicholas W. Mulick, Esq.
Nicholas W. Mulick, P.A.
91645 Overseas Hwy
Tavernier, FL 33070

31. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be in Monroe County, Florida.

32. **Amendments or Modifications.** Any amendments or modifications to the terms, covenants or conditions of this Agreement must be in writing and executed by all Parties hereto.

33. **Assignment.** This Agreement shall not be assigned or assignable by the Archdiocese or the District.

34. **Severability.** Each section, subsection, and lesser section of this Agreement constitute a separate and distinct undertaking, covenant, and/or provision. In the event that any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

35. **Binding on Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

36. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which constitutes the Agreement of the parties and each of which shall be treated as an original.

IN WITNESS WHEREOF, the Archdiocese and the District have entered into this Agreement as of the date and year shown above.

Witnessed by:

Print Name: _____

THE MOST REVEREND THOMAS G.
WENSKI, ARCHBISHOP OF THE
ARCHDIOCESE OF MIAMI, his
successors in office, a corporation sole

Print Name: _____

“The Archdiocese”

STATE OF FLORIDA
COUNTY OF MIAMI-DADE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of May, 2025, by THE MOST REVEREND THOMAS G. WENSKI, ARCHBISHOP OF THE ARCHDIOCESE OF MIAMI, his successors in office, a corporation sole. He is ☐ personally known to me or ☐ produced identification.

Signature of Notary Public

Print Name: _____

My Commission Expires: _____

Witnessed by:

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____

Print Name: _____

Name: Nicolas Rodriguez

Title: Chairman of the Board of Directors

Print Name: _____

“District”

STATE OF FLORIDA
COUNTY OF MONROE

The foregoing instrument was acknowledged before me by means of ☒ physical presence or ☐ online notarization, this _____ day of May, 2025, by Nicolas Rodriguez as Chairman of the Board of Directors of Key Largo Wastewater Treatment District, an independent special district established under Chapter 2002-337, Florida Statutes, as amended.

He is ☒ personally known to me or ☐ produced identification.

Signature of Notary Public

Print Name: _____

My Commission Expires: _____

EXHIBIT "A"

**ARCHDIOCESE'S PROPERTY WITHIN WHICH THE ORIGINAL
EASEMENT AREA AND EXPANDED EASEMENT AREA ARE CONTAINED**

PARCEL A, improved with a church

RE Number: 00084230-000000

AK Number: 1092886

2006 Assessment Amount: \$ 132,998.00

Parcel Size: 18.9 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1 61 39 A61901-10 ISLAND OF KEY LARGO PT LOT 19 & ALL LOT 20 PB
1-68 OR321-481-482

PARCEL B, vacant

RE Number: 00084220-000000

AK Number: 1092878

2006 Assessment Amount: \$4,970

Parcel Size: 0.75 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1-61-39 ISLAND OF KEY LARGO PT LOT 19 OR230-43-44 CASE#81-182-
CP-12 OR950-1564/66P/R OR950-1567/68Q/C OR1393-328/30(CW) OR1609-
2493(CW) OR1614-714/15C(CW)

PARCEL C, vacant

RE Number: 532701.043700

AK Number: 1656241

2006 Assessment Amount: \$4,970

Parcel Size: 3,150 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

SEXTON COVE ESTATES - RESUBDIVISION KEY LARGO PB6- 30
TRACT B OR866-1016C OR1573-153/AFF(JMH)

PARCEL D, vacant

RE Number: 532701.042800

AK Number: 1656151

2006 Assessment Amount: \$4,970

Parcel Size: 18,125 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 9 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL E, vacant

RE Number: 532701.042700

AK Number: 1656143

2006 Assessment Amount: \$4,970

Parcel Size: 18,312 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 8 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL F, vacant

RE Number: 532701.042900

AK Number: 1656160

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 10 SEXTON COVE ESTATES RESUBDIVISION KEY PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL G

RE Number: 532701.043000

AK Number: 1656178

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 11 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO
PB6-30 OR560-1026 OR610-727 OR1158-1914(VC) OR1380-2381(JB)
OR1609-2495(CMS)

PARCEL H

RE Number: 532701.042600

AK Number: 1656135

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

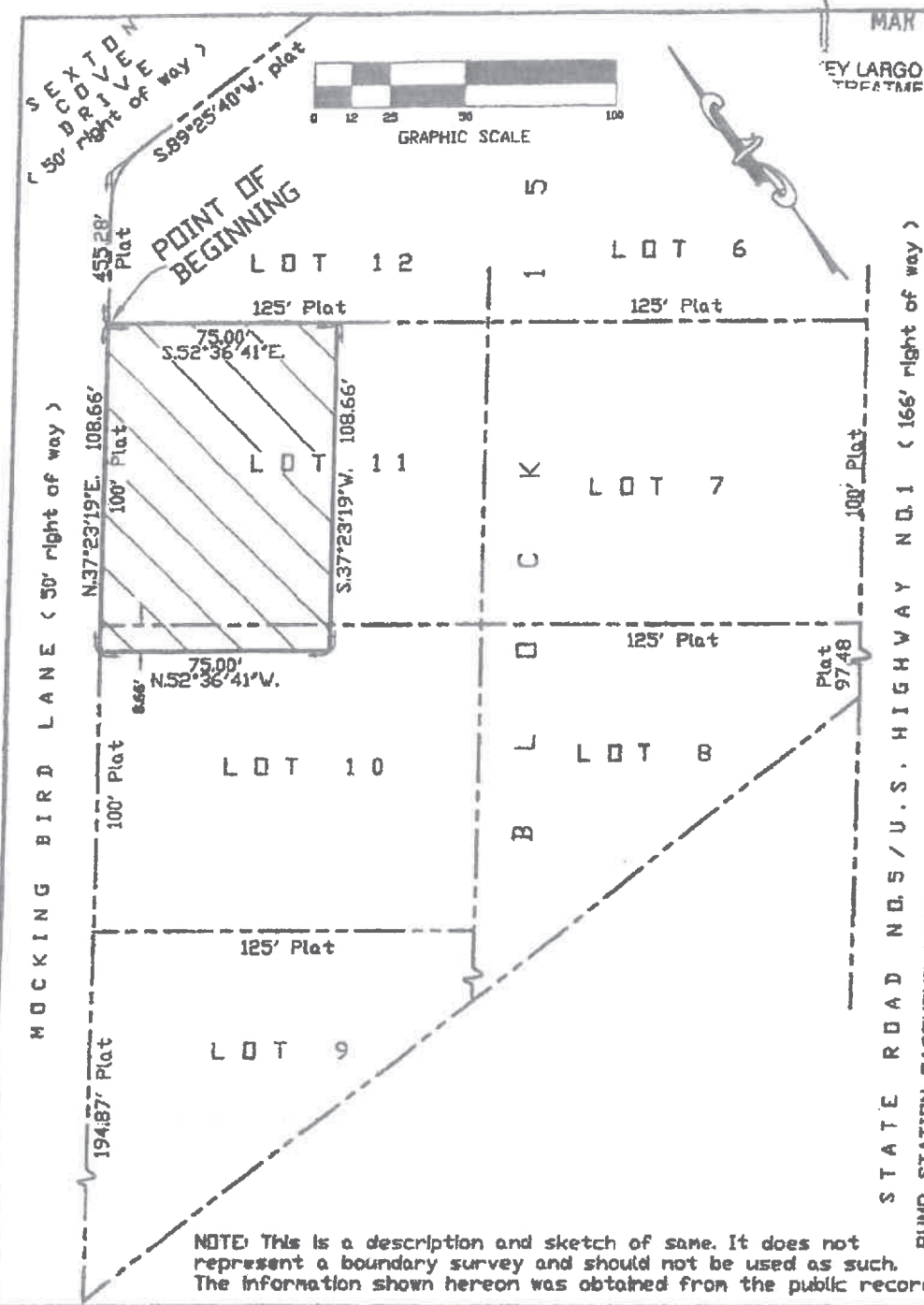
Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 7 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO PB6-
30 KEY LARGO OR560-1026 OR610-727 OR1158-1914(VC) OR1380-
2381(JB) OR1609-2495(CMS)

EXHIBIT "B"
ORIGINAL EASEMENT AREA

RECEIVED
MAR 13 2007



PUMP STATION EASEMENT DESCRIPTION:
A portion of Lots 10 and 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: Begin at the most northerly corner of said Lot 11, thence run S.52°36'41\"E. (plat bearing) along the northeasterly line of said Lot 11, a distance of 75.00 feet; thence run S.37°23'19\"W. (plat bearing) and parallel with the northeasterly line of said Lot 11, a distance of 108.66 feet; thence run N.52°36'41\"W. and parallel with the northeasterly line of said Lot 10, a distance of 75.00 feet to a point on the northeasterly line of said Lot 10; thence run N.37°23'19\"E. along the northeasterly lines of said Lots 10 and 11, a distance of 108.66 feet to the Point of Beginning. Contains 8,149.5 square feet more or less.

NOTE: This is a description and sketch of same. It does not represent a boundary survey and should not be used as such. The information shown hereon was obtained from the public record.


DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0066 / Fax: (305)853-0233	
		85606 Overseas Highway / P.O. Box 619, Tavernier, FL 33070	
Client: KLWTD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	Township 81 South, Range 39 East	I hereby certify that the survey herein was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 81617 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S.  Ronald W. Lucas, P.L.S. # 4185	
Key Largo	Monroe County, Florida		
Drafted: 3-08-07	Fieldbook No. N/A		
Drawing No. 0111A	Drawn By: RWL Scale: 1" = 50'		
		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

EXHIBIT “C”
EXPANDED EASEMENT AREA

DESCRIPTION AND SKETCH

SECTION 1, TOWNSHIP 61 SOUTH, RANGE 39 EAST

LEGAL DESCRIPTION -

(AS NEWLY WRITTEN BY THE UNDERSIGNED)

KEY LARGO VACUUM STATION A

A portion of Lots 10 and 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows:

BEGINNING at the most Northerly corner of Lot 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, Page 30 of the Public Records of Monroe County, Florida, thence run S52°36'41"E (plat bearing) along the Northeasterly line of said Lot 11, a distance of 75.00 feet; thence run S37°23'19"W and parallel with the Northwesterly line of Lots 11 and 10, a distance of 133.66 feet; thence run N52°36'41"W and parallel with the Northeasterly line of Lot 11, a distance of 75.00 feet to a point on the Northwesterly line of Lot 10; thence run N37°23'19"E along the Northwesterly line of Lots 10 and 11, a distance of 133.66 feet to the Point of Beginning.

Containing 10,025 square feet, more or less.

ABBREVIATIONS:

(D) = PER DEED
FIR = FOUND IRON ROD
ORB = OFFICIAL RECORDS BOOK
(P) = PER PLAT
POB = POINT OF BEGINNING
POC = POINT OF COMMENCEMENT
PG = PLAT BOOK
PG = PAGE
R/W = RIGHT OF WAY
SIR = SET 1/2" IRON ROD & CAP STAMPED "LB7846"
SQ FT = SQUARE FEET

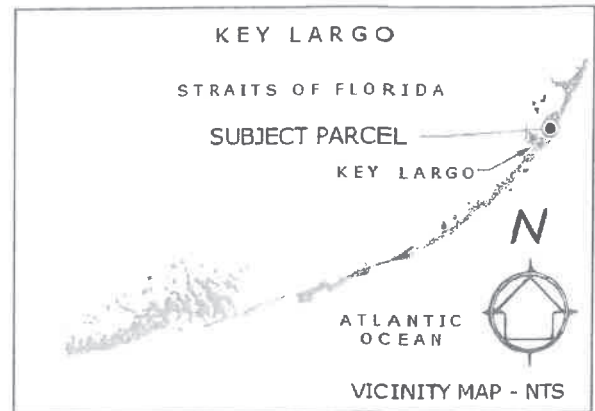
CERTIFICATION:

I hereby certify that this SKETCH TO ACCOMPANY LEGAL DESCRIPTION is in compliance with the Standards of Practice as set forth by the Florida Board of Professional Land Surveyors and Mapper as referenced in Rule 5J-17 Florida Administrative Code pursuant to Section 472-027 Florida Statutes.

Robert
Reece

Digitally signed by
Robert Reece
Date: 2023 05 15
10:28:40 -04'00'

ROBERT E. REECE
PROFESSIONAL SURVEYOR AND MAPPER
STATE OF FLORIDA LICENSE NO. 5632



SURVEYOR'S NOTES -

1. This Certification is only for the lands as described. It is not a certification of Title, Zoning, Easements, or Freedom of Encumbrances. ABSTRACT NOT REVIEWED.
2. Accuracy: The expected use of the land, as classified in the Standards of Practice (5J-17 FAC), is "Residential High Risk". The minimum relative distance accuracy for this type of boundary survey is 1 foot in 10,000 feet. The accuracy obtained by measurement and calculation of a closed geometric figure was found to exceed this requirement.
3. Not valid without the original signature and raised seal of a Florida Licensed Surveyor and Mapper. Additions or deletions to survey maps or reports by other than the signing party or parties are prohibited without written consent of the signing party or parties.
4. Ownership subject to OPINION OF TITLE.
5. This is NOT a Boundary Survey.
6. The North arrow and bearings shown hereon are based on Northeasterly line of Lot 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, Page 30 of the Public Records of Monroe County, Florida, said line bears S52°36'41"W

EXHIBIT

tabbles

DESCRIPTION AND SKETCH
KEY LARGO VACUUM STATION A
KEY LARGO, MONROE COUNTY, FLORIDA

REVISIONS:

SCALE:
N/A

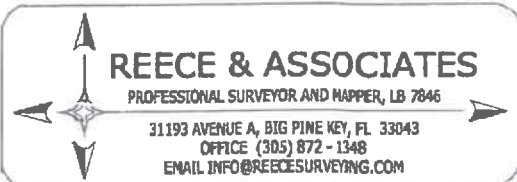
PROJECT NO:
23051002

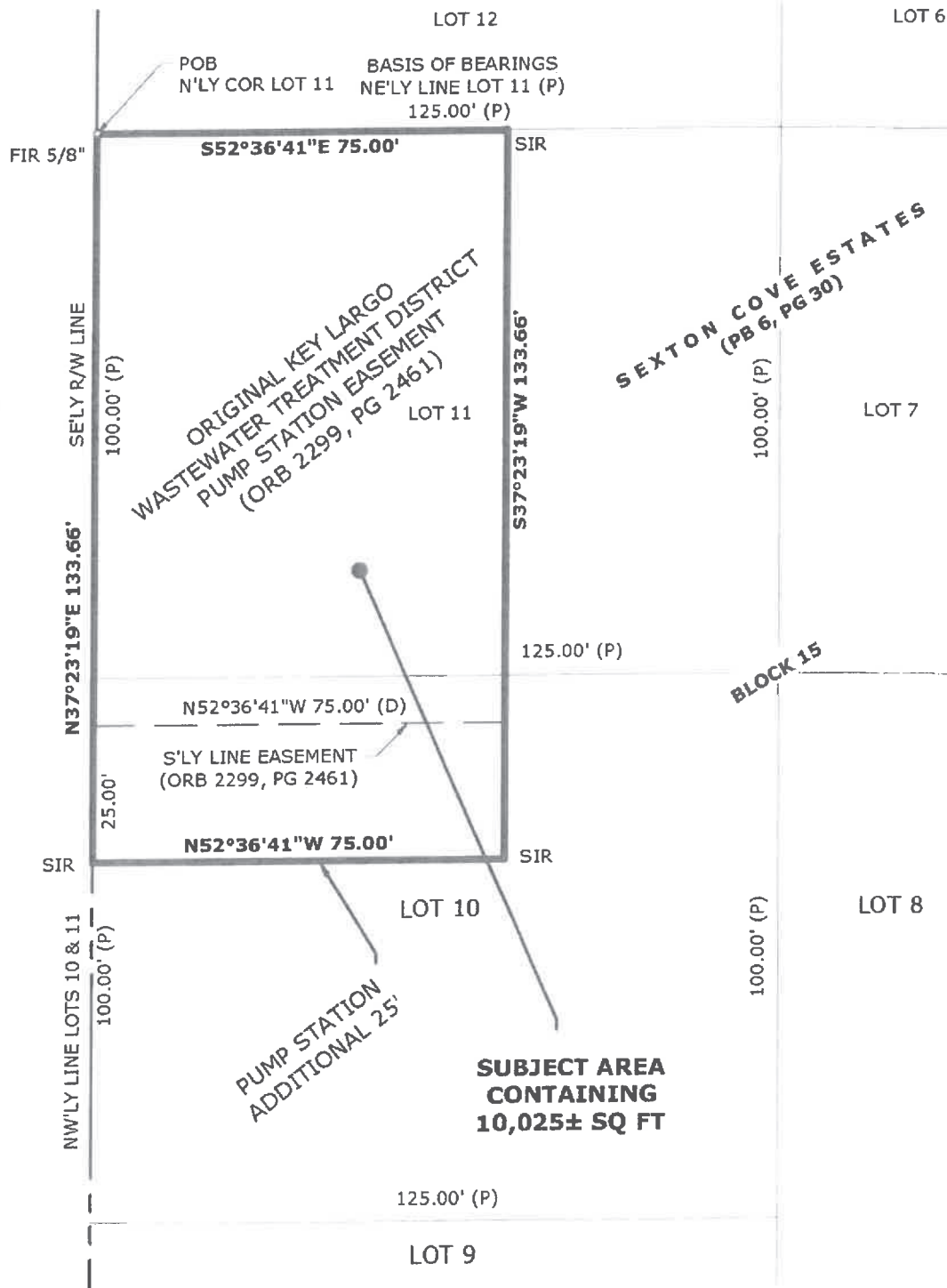
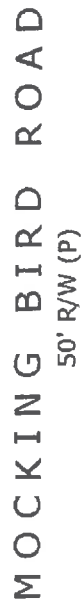
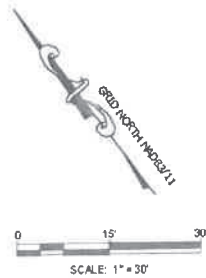
SHEET NO:
1 OF 2

DATE:
5/12/2023

OFFICE:
CAD: CADAMS
CHECKED: KMB

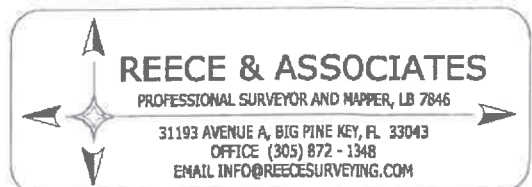
NOT WHOLE OR
COMPLETE WITHOUT
ALL SHEETS ATTACHED





THIS IS NOT A BOUNDARY SURVEY

REVISIONS:		
SCALE: 1" = 30'	PROJECT NO: 23051002	SHEET NO: 2 OF 2
DATE: 5/12/2023	OFFICE: CAD: CADaMS CHECKED: KMB	NOT WHOLE OR COMPLETE WITHOUT ALL SHEETS ATTACHED
<div style="text-align: right;"> DESCRIPTION AND SKETCH KEY LARGO VACUUM STATION A KEY LARGO, MONROE COUNTY, FLORIDA </div>		



Prepared by and return to:

Suzanne A. Dockerty
Attorney at Law
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Suite 3-B
Coral Gables, FL 33134

Doc# 1646864
Bk# 2299 Pg# 2444

**EASEMENT AGREEMENT BY AND BETWEEN
KEY LARGO WASTEWATER TREATMENT DISTRICT
and**

THE ARCHDIOCESE OF MIAMI, FLORIDA

THIS EASEMENT AGREEMENT ("Easement Agreement") is entered into this 15th day of May, 2007, by and between the Key Largo Wastewater Treatment District (the "District"), whose address is 98880 Overseas Highway, Key Largo, Florida 33037 and The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, on behalf of and with respect to St. Justin Martyr ("the Archdiocese") whose address is 105500 Overseas Highway, Key Largo, Florida 33037.

WHEREAS, the Archdiocese is the owner of certain real property located on the island of Key Largo, Monroe County, Florida, and managed as St. Justin Martyr Church ("Church"), located at 105500 Overseas Highway, and more particularly described in Exhibit "A" attached hereto and incorporated herein by reference ("Archdiocese's Property") and

WHEREAS, the Key Largo Wastewater Treatment District (District) is an independent special district established under Chapter 2002-337, Florida Statutes, as amended, and is charged with the responsibility to construct, operate, and maintain wastewater management facilities within the district boundaries; and

WHEREAS, the District is in the process of constructing wastewater management facilities in the vicinity of the Church; and

WHEREAS, the District desires to design, construct, operate and maintain the wastewater management facilities depicted on Exhibit "B" (the "Improvements") on certain portions of the Archdiocese's Property specifically depicted on Exhibits "C" and "C-1" attached hereto and incorporated herein by reference ("Easement Area"), located on Parcels F, G, and H, as listed in Exhibit "A." In addition, the District desires to use a temporary construction area as depicted on Exhibit "D" attached hereto and incorporated by reference ("Construction Easement Area") located on parcels D and F, as listed in Exhibit "A"; and

WHEREAS, the Archdiocese has agreed to allow the District to design, construct, operate and maintain the Improvements on the Easement Area subject to the terms of this Easement Agreement; and

WHEREAS, the District understands and agrees that the Archdiocese is proceeding with this Easement Agreement in material reliance on the District's representations that the District's Improvements will be designed, constructed, and operated in conformity with current industry standards and the District will exercise due diligence to ensure that the District's Improvements will not negatively impact or constitute a nuisance to the day-to-day operations and activities of the Church and its School or the Church's planned development which may include affordable residential housing.

NOW THEREFORE, in consideration of the District's waiver of Wastewater Assessments on the Archdiocese's Property, the mutual covenants provided herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties hereto agree as follows:

1. **Incorporation of Recitals.** The foregoing recitals are incorporated herein and made a part of this Easement as if fully set forth herein.
2. **Effective Date.** The effective date of this Agreement shall be on the date it is executed by the last of the parties hereto.
3. **Description of District Wastewater Management Facilities Project.** The District is planning to install a force main along US-1 from the District's Wastewater Treatment Plant up to Mile Marker 106. Vacuum stations are required to collect wastewater from subdivisions along US-1 and to pump the effluent into the force main. One of the locations designated by the District for a vacuum station is within the Easement Area. The sole purpose of the vacuum station is to collect wastewater from the Church and surrounding neighborhoods and to pump the wastewater into the force main that will transmit the wastewater to the central treatment plant at the Key Largo 100.5 Mile Marker. The District's Improvements shall not be used to treat wastewater or to transmit any chemicals.
4. **Grant of Easements.** In consideration of District's permanent waiver of the Key Largo Wastewater Assessments (defined below) applicable to the Archdiocese's Property, the Archdiocese hereby grants to the District a non-exclusive easement to construct, operate, maintain, repair, inspect, replace and use the Improvements located within the Easement Area. The right to use the Easement Area is subject to the terms of this Agreement and such reasonable rules and regulations as the Archdiocese may deem appropriate from time to time with respect to the Improvements and the Easement Area.
5. **Limited Access to Easement Area.** The District's and its contractors' or other representative's ingress and egress to and from the Easement Area and the Improvements shall be through the public road entitled "Mockingbird Lane" only.
6. **Design and Construction of Improvements.** The District shall design, construct and install the Improvements, at its own expense, within the Easement Area. All of the mechanical components of the Improvements shall be enclosed within a structure so that the mechanical components are not visible from outside the structure. The District shall design the Improvements to be compatible with the nature of the Church, including exterior finishes to blend with Church facilities. The District's Improvements shall also be designed to preclude excessive noise and noxious odors in conformity with current industry standards. The District's layout for the Improvements shall also be designed to direct machinery and/or equipment emitting any noise away from the Church's proposed affordable housing development.

The District shall submit all design documents, applications, plans and specifications (including elevations) and other documentation, including any subsequent modifications, for the Improvements to the Archdiocese (collectively the "Plans") for its review and written approval prior to processing the documentation with a third party or any applicable governmental entities and prior to construction. The Archdiocese shall provide comments on proposed Plans and any proposed modifications thereof within forty-five (45) days after the Archdiocese's receipt of such documentation. Such comments will be limited to issues relative to the degree to which the Improvements blend with other Church facilities. The parties shall use best efforts to timely resolve any issues regarding the Plans. The District shall provide the Archdiocese with at least ten (10) days' prior written notification of all governmental hearings and/or meetings pertaining to any permitting process. The District shall pay all application fees and other costs pertaining to any permitting process.

The District shall comply with all applicable federal, state and local laws (hereinafter referred to as "Laws") in designing, installing, constructing, and maintaining the Improvements and carrying out the terms of this Agreement. The District shall be required at its own expense, to obtain all required documentation, including but not limited to permits/certificates of occupancy, required for construction, approval and acceptance of the Improvements by the applicable governmental departments and agencies exercising jurisdiction over same.

Upon completion of the Improvements, the District shall be required to obtain and provide to the Archdiocese a full Release of Lien from each of its contractors and representatives. The District agrees to use its best efforts to minimize disruption to the Archdiocese's property during the construction of the Improvements.

7. **Utilities and Related Services.** The District shall provide and pay for all utilities and any other related services necessary for the District's construction, installation, and completion of the Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District during the term of this Agreement.

8. **The Archdiocese's Fee Simple Interest Not Subject to Construction Liens.** The District agrees that it will promptly pay in full of all sums necessary to pay for the Improvement costs and work done by the District in or to the Easement Area and further agrees to indemnify and save harmless the Archdiocese from and against any and all such costs and liabilities and against any and all mechanics', materialmen's, laborers' or other statutory or common law liens arising out of or from such work, or the cost thereof, which may be asserted, claimed or charged against all or any part of the Easement Area. In no event shall the Archdiocese, or the fee simple interest of the Archdiocese in the Easement Area or the Archdiocese's Property be liable for or subjected to any mechanics', materialmen's, laborers', or other statutory or common law liens for the Improvements or work made or done by, or at the instance of, the District, and this Agreement expressly prohibits the subjecting of the fee simple interest of the Archdiocese in the Easement Area or the Archdiocese Property to any mechanics', materialmen's, laborers', or other statutory or common law liens for any improvements made by or at the instance of the District, and all persons dealing with, or contracting with, the District are hereby put on notice of these provisions.

The District shall require any contractor that it engages to construct, maintain, or operate the Improvements within the Easement Area to provide a performance and payment bond to in

the sum of not less than one-hundred percent (100%) of the contract amount in accordance with the District's standard practice. The performance and payment bonds must be maintained in full force and effect throughout the construction until issuance of a final Certificate of Occupancy for other final permit approval. At least ten (10) days prior to commencement of construction, the District shall provide the Archdiocese with written evidence of such performance and payment bond(s). The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole must be listed as a beneficiary of the performance and payment bonds.

The provisions of this paragraph shall survive termination or expiration of this Agreement.

9. **Insurance.** The District shall require that any and all contractors that it engages to construct, maintain or operate the Improvements within the Easement Area shall procure insurance in accordance with the District's standard practice to cover the District's and its contractors use, operation, construction and other activities on the Archdiocese's property. The Church and The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, a corporation sole, and their respective officers, employees, agents, and representatives, shall be added as additional insured's. Each policy of insurance must contain a provision that the policy shall not be cancelled or modified without providing at least thirty (30) days prior written notice of cancellation is provided to the Archdiocese pursuant to the notice provision herein. The District shall provide the requisite certificates of insurance to the Archdiocese prior to commencing any work on the Easement Area.

10. **Contractor Restrictions.** The District shall require that any and all contractors that it engages, whether by employment, independent contractor, volunteer, invitation, or any other status, who have access to the Easement Area by virtue of this Agreement, shall meet the minimum level 2 screening requirements of Section 1012.465, Florida Statutes, and the District shall ensure that contractors shall perform all necessary background investigations to ensure such compliance. If, at any time, the Archdiocese is not satisfied that this requirement has been met for any person affiliated with contractors, or for any reason in its sole discretion, with or without cause, the Archdiocese may request that contractors or any person affiliated with contractors be prohibited from accessing the Easement Area, and contractors shall immediately vacate the Easement Area or prohibit such person identified by the Archdiocese from accessing the Easement Area as the Archdiocese may direct.

11. **Design, Construction, Operation, Maintenance, and Repair of Easement Area and Improvements.** The District shall be solely responsible for the design, construction, operation, maintenance, repair and security of Improvements and the Easement Area in accordance with all applicable federal, state, and local laws, rules and regulations ("Laws"). The District shall, at its own expense, operate and maintain the Easement Area and the Improvements thereon in good order and repair, and in clean condition. The District shall provide and pay for when due, all costs incurred with respect to the District's Improvements, including but not limited to operating, equipping, protecting, and lighting the Easement Area.

The District shall exercise due diligence to insure that Improvements and the Easement Area are operated in such a manner to preclude nuisances, significant disturbances and significant disruptions to the Church, its School and the Church's Planned Development, which may include affordable residential housing. The District shall install standard of the industry

noise and odor control equipment within the Improvements to preclude excess noise and noxious odors within, on, or surrounding the Easement Area, beyond that which is standard for the Temporary Easement Area and surrounding areas. Notwithstanding the foregoing, the parties acknowledge and agree that the Improvements include a standby diesel emergency generator, which, although fitted with noise attenuating devices, will generate noise during operation.

The District will promptly respond to any and all incidents or upsets occurring on, in, or with respect to the Improvements, and shall promptly, at its own expense, contain, clean up, and remediate any release of sewage, fuel, or other substances that may occur in accordance with all applicable Laws and according to the terms outlined in Section 21 of this Easement Agreement.

12. **Ownership of Improvements.** The District shall be the sole owner of the Improvements constructed within the Easement Area. If this Easement Agreement is terminated or the Easement Area reverts to the Archdiocese on the terms provided herein, the District shall be responsible for timely removing the Improvements from the Easement Area and restoring the Easement Area to its original condition, ordinary wear and tear excepted.

13. **Utilities and Related Services.** The District shall provide and pay for all utilities and related services necessary to operate and maintain the Improvements. The District acknowledges and agrees that the Archdiocese shall not be required to furnish any of these types of services to the District.

14. **Security for Improvements.** The District shall be solely responsible for operating and maintaining the Improvements in a safe and secure manner at all times in accordance with industry standards.

15. **Permanent Waiver of Wastewater Assessments.** In consideration of Archdiocese's granting of this Easement Agreement, the District shall:

a. Permanently waive all current Key Largo Wastewater Treatment District Assessments applicable to the Archdiocese's Property as set forth in Resolution No. 28-08-06 (the "Resolution"). The total amount of these Assessments is One Hundred Sixty-Seven Thousand Seven Hundred Seventy Eight Dollars 00/100 (\$167,778) as outlined and based upon the Resolution. The Key Largo Wastewater Assessment is a one-time assessment payable over twenty (20) years. Notwithstanding the foregoing, in the event of a breach of this Easement Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the Assessment described herein.

b. Permanently waive all future wastewater Assessments against all of the Archdiocese's Property for the first one hundred (100) dwelling units constructed on the Archdiocese's Property. The actual amount of the Assessments to be waived is not known because the formula for calculating the one-time Key Largo Wastewater Assessment is subject to change and must be evaluated at the time of imposition. However, by way of example, if the Archdiocese's Property had been assessed for a 100-dwelling-unit development according to the formula in the District's 2006 Final Assessment Resolution, the amount of the Assessment would have been Two-Hundred Eighty Four Thousand One-Hundred Fifty Dollars 00/100 (\$284,150). Notwithstanding the foregoing, in the event of a breach of this Easement Agreement by the Archdiocese, in addition to any and all other remedies available to the District, the District may reinstate the Assessment described herein.

c. The District is not obligated under the terms of this Agreement to waive any Assessments against any of the Archdiocese's Property and the Archdiocese's Parcels, beyond the District's express obligations as provided in this provision.

The wastewater Assessments set forth in (a) and (b) above shall be collectively referred to herein as "Key Largo Wastewater Assessments."

The District's waiver of the Key Largo Wastewater Assessments described above shall be evidenced by a Resolution and shall be effective immediately upon execution of this Easement Agreement by the parties. In the event the Key Largo Wastewater Assessments are not waived on the terms provided above or if the waiver is later retracted or invalidated for any reason, this Easement shall be null and void unless the District provides consideration acceptable to the Archdiocese for the total value of the present and future Key Largo Wastewater Assessments waived as outlined above.

16. **District's Representations and Warranties.** The District represents and warrants that:

a. The District believes that the Archdiocese is not automatically exempt from the Key Largo Wastewater Assessments by virtue of being a non-profit organization;

b. The District has the authority to waive the Key Largo Wastewater Assessments against the Archdiocese's Property and the Archdiocese's Parcels on the terms provided herein;

c. The District has the authority to enter into this Easement Agreement which shall not constitute a violation of any Agreements or Laws applicable to the District;

d. To the best of the District's knowledge, based upon past experience with other similar wastewater management facilities, the District's operation of the Improvements within the Easement Area shall not create a nuisance, significant disruption, or significant disturbance to the Church, its School, the Church's Planned Development or the surrounding areas.

17. **Archdiocese's Representations and Warranties.** The Archdiocese represents and warrants that:

a. The Archdiocese is a corporation sole duly recognized under the laws of the State of Florida with the capacity to sue and be sued in the courts of the State of Florida, and

b. The persons executing this Easement Agreement possess the authority to enter into this Easement Agreement and to bind the Archdiocese to its terms.

c. The Easement Area is free of any contamination or Adverse Environmental Condition. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment (collectively Hazardous Materials), including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar

federal, state and/or local Laws governing the same, similar, or related matters (collectively "Environmental Laws").

d. The Archdiocese has good title to the Easement Area, free and clear of any recorded or unrecorded liens or encumbrances, and the right of the Archdiocese to enter into this Easement Agreement is not subject to the approval of any other person.

e. The Easement Area is not subject to any pending claims, liens, or judgments, whether recorded or not, and is not the subject of any current or threatened litigation.

f. The Easement Area is not subject to any other easements, restrictions, covenants, servitudes, or other recorded or unrecorded restrictions that would limit, preclude, or otherwise be inconsistent with the rights of the District under this Easement Agreement.

18. **Obligations of the Archdiocese.** The Archdiocese shall:

a. Furnish and maintain the Easement Area free of and clear from any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with the District's safe or proper installation, operation, maintenance, inspection, or removal of the District's Improvements in the Easement Area. The Archdiocese shall have the right to make any other use of the easement area which does not interfere with the District's rights.

b. Remove or pay for the removal of any obstruction to the safe or proper operation, maintenance, inspection, or removal of the District's Improvements in the Easement Area.

c. Refrain from taking or permitting any actions inconsistent with the obligations of the Archdiocese as provided for in this Easement Agreement.

d. Bear the cost of any relocation or modification of said facilities when the change is necessitated by Archdiocese's requirements.

19. **Insurance Cost Reimbursement.** The District shall reimburse to the Archdiocese such incremental increases in amounts of insurance as are required to insure the Easement Area under this Easement Agreement against such hazards, contingencies, risks and perils as the Archdiocese reasonably determines are necessary as a result of this Easement Agreement, including costs associated with the Aboveground Storage Tank. The Archdiocese shall invoice the District upon receipt of such invoices and shall apply the same for policies of insurance covering the Easement Area, with losses hereunder payable solely to the Archdiocese. All invoices shall be due and payable within 30 days of receipt thereof.

20. **Indemnification.** Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District agrees to indemnify, defend and hold harmless, the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively the "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), arising from or connected in any way with: (a) the construction, operation, maintenance, repair or use of the Easement Area or the Improvements thereon by the District, its directors, officers, employees, agents, contractors, invitees, licensees, or other representatives;

(b) the District's breach of the Easement Agreement terms; (c) the condition of the Easement Area, the Improvements, or any work performed on the Easement Area or the Improvements on the District's behalf; (d) the District's activities with respect to the Easement Area or the Improvements thereon; or (e) any act, omission, or negligence of the District, its directors, officers, employees, agents, contractors, licensees, invitees or other representatives; (f) materialmens, mechanics, laborer, or other statutory or common law liens arising from construction or other work or materials provided on the District's behalf within the Easement Area. The provisions of this paragraph shall survive termination or expiration of this Agreement.

21. Environmental Matters/Environmental Indemnification.

a. Compliance with Environmental Laws. The District shall comply with all Laws, including but not limited to Environmental Laws (defined below) pertaining to the health, safety, and welfare of the environment during its construction, operation, maintenance, repair and/or use of the Easement Area or the Improvements thereon. The District shall not store, use, or dispose of any Hazardous Materials (defined below) within, on or surrounding the Easement Area or within the Improvements, except for the diesel fuel located within the Aboveground Storage Tank ("Aboveground Storage Tank").

The District shall be responsible for timely preparing and filing any and all documentation and records required by applicable Environmental Laws and governmental authorities for the use, operation and maintenance of the Aboveground Storage Tank on the Easement Area. The District shall make any and all such records available for review by the Archdiocese at any reasonable time. The District shall also provide copies of such records to the Archdiocese upon request.

b. Adverse Environmental Condition. The District shall notify the Archdiocese of any Adverse Environmental Condition that occurs or may occur with respect to the Easement Area, the Improvements located thereon and the surrounding areas. Adverse Environmental Condition means any contamination condition exceeding allowed regulatory limits and not otherwise permanently authorized by permit or law resulting from any discharge, release, spillage, disposal, production, storage, treatment or other activities of any wastes, pollutants, contaminants, hazardous materials or other materials or substances subject to Laws relating to the protection of the environment (collectively Hazardous Materials), including but not limited to, the Clean Air and Water Acts, the Comprehensive Environmental Response, Compensation and Liability Act (CERCLA), the Safe Drinking Water Act, the Hazardous and Solid Waste Amendment Act, as well as similar federal, state and/or local Laws governing the same, similar, or related matters (collectively "Environmental Laws").

c. Containment, Remediation/Clean Up. The District shall, at its own expense, timely perform any and all containment, remedial, clean-up or other activities required by applicable Environmental Laws or required, ordered, recommended or requested by any governmental authorities and/or the Archdiocese to prevent or minimize injury or liability to any person and/or to contain, remediate and/or clean up the Adverse Environmental Condition(s) that occurs on, within or surrounding the Easement Area and the Improvements thereon in accordance with all applicable Laws, including but not limited to, Environmental Laws, and in accordance with the Archdiocese's requirements.

The District shall be solely responsible for responding to and fully complying with any administrative notice, order, request, or any third party claim or demand (collectively "Notices") relating to a potential or actual Adverse Environmental Condition. The District shall promptly provide the Archdiocese with copies of any such Notices received by the District. The District shall also provide the Archdiocese with copies of any and all documentation prepared by the District in response to such Notices prior to filing same.

d. Environmental Indemnification. Subject to the limitations on the waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District shall indemnify the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively the "Indemnitees") from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys' fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys' fees and costs incurred at all tribunal levels), associated with all Adverse Environmental Conditions on, within, surrounding, or from the Easement Area and the Improvements thereon, including but not limited to those arising out of or relating to any discharge, release, spillage, disposal, production, storage, treatment or any activities in, on, surrounding, or from the Easement Area of materials or substances that are subject to regulation under applicable Laws, including but not limited to, Environmental Laws, now existing or hereinafter executed. The District hereby releases the Archdiocese from any and all claims of contribution under applicable Laws, including but not limited to Environmental Laws.

The Environmental Matters/Environmental Indemnification provisions set forth above shall survive expiration of this Easement Agreement.

22. No Liability. Except as expressly provided in this Easement Agreement, the Archdiocese shall have no liability or obligations with respect to Easement Area or the Improvements thereon. All persons entering on the Easement Area shall enter at their own risk. The Archdiocese shall have no liability to any person or entity whatsoever with respect to any act, event, occurrence, conduct or criminal offense occurring on or about the Easement Area or in connection with the use of the Easement Area and/or the Improvements, including such acts, events, occurrences, conduct or criminal offenses which may result in personal or bodily injury or property damage to others or which may constitute a nuisance.

23. Reservations. The Archdiocese reserves, for itself and its successors and assigns, all rights in ownership in and to the Easement Area which are not inconsistent with the Easement granted in this Agreement, including, without limitation, the right to cross and use, and grant to others the right to cross and use, the sub-surface of, the surface of, and the air space over the Easement Area and for the installation and maintenance of utilities and drainage over, under and adjacent to the Easement Area in a manner that does not materially affect the District's intended use of the Easement Area. The parties acknowledge and agree that the District may be required to provide fencing or other barriers as required under applicable Florida Department of Environmental Protection regulations.

24. Reversion Rights. The Easement rights provided herein to the District are available only until such time as the Improvements made on, under, or across the Easement Area

are permanently abandoned at which time, the title and interest of the District shall revert to and shall vest in the owner of the underlying fee interest which is currently the Archdiocese.

25. **Title: Runs With the Land.** This Easement Agreement shall be subject to any and all encumbrances, reservations, agreements, conditions, limitations, easements, restrictions and/or other matters of record impacting the Easement Area ("Title") and all zoning laws, regulations, and ordinances of municipal and other governmental authorities, if any, affecting the Easement Area.

26. **No Public Rights Created.** Nothing herein shall create or be construed to create any rights in and/or for the benefit of the general public in or to the Easement Area, or under this Agreement.

27. **No Liens or Encumbrances.** The District shall keep the Easement Area and all Improvements thereon free from any liens, claims, encumbrances, or charges in connection with District Improvements. The District shall indemnify and hold the Archdiocese harmless against any such liens, claims, encumbrances or charges. Notwithstanding the above provisions, if any notice, claim, lien, encumbrances or charges shall be asserted or recorded against the fee simple interest of the Archdiocese in the Easement Area, the District shall have such notice or claim of lien cancelled, discharged, released or transferred to other security in accordance with applicable Florida Statutes within ten (30) days after notice to the District by the Archdiocese. If the District fails to comply with this provision, the Archdiocese, at its sole option, shall have the right to cancel or discharge the same and upon the Archdiocese's demand, the District shall promptly reimburse the Archdiocese for all reasonable costs incurred in canceling or discharging such liens.

28. **Compliance with Laws and Rules.** The District shall comply with all applicable Laws in carrying out the terms of this Agreement. The District shall, at its expense, secure and keep in effect, all permits or approvals required by applicable governmental authorities in connection with the District's activities under this Agreement. The District shall, and shall exercise due diligence to cause all persons using the Easement Area and or Improvements thereon, to observe all applicable Laws. The District shall not allow the Easement Area and/or the Improvements to be obstructed or encumbered in any manner or used, operated or maintained in any manner inconsistent with the District's obligations as stated in this Easement Agreement.

29. **Remedies for Breach.** The Archdiocese and the District shall each have the right to enforce the terms of this Agreement and the rights and obligations created herein by all remedies provided under the laws of the State of Florida including the right to sue for damages for breach or for injunction or specific performance. In the event that it is necessary for either party hereto to pursue legal action in order to enforce the terms hereof, the prevailing party in such legal action shall be entitled to receive reasonable attorneys' fees (including paralegals' fees) and costs whether suit be brought or not, and if suit is brought, then at all pretrial, trial and appellate levels.

30. **Dispute Resolution.** The parties recognize that the operation of wastewater management facilities is a complex process involving uncertainties that cannot be adequately identified or resolved as of the Effective Date of this Agreement. The parties therefore agree to cooperate in good faith to resolve any disagreements concerning the implementation of this Agreement.

31. **Notices.** Any notice or other communication to be given under this Agreement shall be in writing and shall either be (a) hand-delivered with evidence of delivery, (b) sent by Federal Express or comparable overnight service, (c) mailed by U.S. registered or certified mail, return receipt requested to the Archdiocese and the District at the following addresses:

To the Archdiocese: Archdiocese of Miami – St. Justin Martyr Catholic Church
105500 Overseas Highway
Key Largo, Florida 33037
Attention: Reverend Enrique Delgado

With a copy to: Archdiocese of Miami
Department of Temporalities
9401 Biscayne Boulevard
Miami Shores, Florida 33138-2970

J. Patrick Fitzgerald
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Suite 3-B
Coral Gables, Florida 33134

To the District: District Clerk
Key Largo Wastewater Treatment District
98880 Overseas Highway, P.O. Box 49
Key Largo, Florida 33037

With a copy to: Chairman
Key Largo Wastewater Treatment District
98880 Overseas Highway, P.O. Box 49
Key Largo, Florida 33037

Thomas M. Dillon
P.O. Box 370736
Key Largo, Florida 33037-0736

32. **Governing Law.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. Venue for any actions arising out of this Agreement shall be in Monroe County, Florida.

33. **Amendments or Modifications.** Any amendments or modifications to the terms, covenants or conditions of this Agreement must be in writing and executed by all of the Parties hereto.

34. **Assignment.** This Agreement shall not be assigned or assignable by the Archdiocese or the District.

35. **Severability.** Each section, subsection, and lesser section of this Agreement constitute a separate and distinct undertaking, covenant, and/or provision. In the event that any provision of this Agreement shall finally be determined to be unlawful, such provision shall be deemed severed from this Agreement, but every other provision of this Agreement shall remain in full force and effect.

36. **Binding on Successors and Assigns.** This Agreement shall run with the land and shall be binding upon the parties hereto and their successors and assigns.

37. **Counterparts.** This Agreement may be executed in two or more counterparts, each of which constitutes the Agreement of the parties and each of which shall be treated as an original.

IN WITNESS WHEREOF the Archdiocese and the District have entered into this Agreement as of the date and year shown above.

Witnessed by:

Maria Elena Kaplove

Print Name: MARIA KAPLOVE

Janet Rancano

Print Name: Janet Rancano

John C. Favalora
THE MOST REVEREND JOHN C.
FAVALORA, ARCHBISHOP OF THE
ARCHDIOCESE OF MIAMI, his successors
in office, a corporation sole

"The Archdiocese"

STATE OF FLORIDA
COUNTY OF Miami-Dade

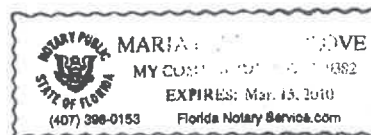
The foregoing instrument was acknowledged before me this 3rd day of May, 2007 by THE MOST REVEREND JOHN C. FAVALORA, ARCHBISHOP OF THE ARCHDIOCESE OF MIAMI, his successors in office, a corporation sole. He is personally known to me or has produced _____ [State Driver's License] as identification.

Maria Elena Kaplove
Print Name: MARIA ELENA KAPLOVE

Notary Public - State of Florida

Commission No. DD 529382

My Commission Expires: Mar. 15, 2010



Witnessed by:

Thomas M. Dillon

Print Name: Thomas M. Dillon

M. Schneider

Print Name: M. SCHNEIDER.

KEY LARGO WASTEWATER TREATMENT
DISTRICT

By: [Signature]

Name: Gary GBauman

Title: Vice Chairman (Acting Chairman)

"District"

STATE OF FLORIDA
COUNTY OF Monroe

The foregoing instrument was acknowledged before me this 15th day of May
2007 by Gary Bauman, as Acting Chairman of Key
Largo Wastewater Treatment District. He/she is personally known to me or has produced
[State Driver's License] as identification.

Carol Walker

Print Name: Carol Walker

Notary Public - State of Florida

Commission No. DD46820

My Commission Expires: Nov. 14, 2009



EXHIBIT "A"
ARCHDIOCESE'S PROPERTY

PARCEL A, improved with a church

RE Number: 00084230-000000

Doc# 1646864

AK Number: 1092886

Bk# 2299 Pg# 2457

2006 Assessment Amount: \$ 132,998.00

Parcel Size: 18.9 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1 61 39 A61901-10 ISLAND OF KEY LARGO PT LOT 19 & ALL LOT 20 PB
1-68 OR321-481-482

PARCEL B, vacant

RE Number: 00084220-000000

AK Number: 1092878

2006 Assessment Amount: \$4,970

Parcel Size: 0.75 acres, more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

1-61-39 ISLAND OF KEY LARGO PT LOT 19 OR230-43-44 CASE#81-182-
CP-12 OR950-1564/66P/R OR950-1567/68Q/C OR1393-328/30(CW) OR1609-
2493(CW) OR1614-714/15C(CW)

PARCEL C, vacant

RE Number: 532701.043700

AK Number: 1656241

2006 Assessment Amount: \$4,970

Parcel Size: 3,150 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

SEXTON COVE ESTATES - RESUBDIVISION KEY LARGO PB6- 30
TRACT B OR866-1016C OR1573-153/AFF(JMH)

PARCEL D, vacant

RE Number: 532701.042800

AK Number: 1656151

2006 Assessment Amount: \$4,970

Parcel Size: 18,125 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 9 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL E, vacant

RE Number: 532701.042700

AK Number: 1656143

2006 Assessment Amount: \$4,970

Parcel Size: 18,312 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 8 SEXTON COVE ESTATES RESUBDIVISION PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL F, vacant

RE Number: 532701.042900

AK Number: 1656160

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 10 SEXTON COVE ESTATES RESUBDIVISION KEY PB6-30 KEY
LARGO OR560-1026 OR610-727 OR865-1905 OR866-1016C OR1573-
153/AFF(JMH) OR1614-486(JMH)

PARCEL G

RE Number: 532701.043000

AK Number: 1656178

2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 11 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO
PB6-30 OR560-1026 OR610-727 OR1158-1914(VC) OR1380-2381(JB)
OR1609-2495(CMS)

PARCEL H

RE Number: 532701.042600

AK Number: 1656135

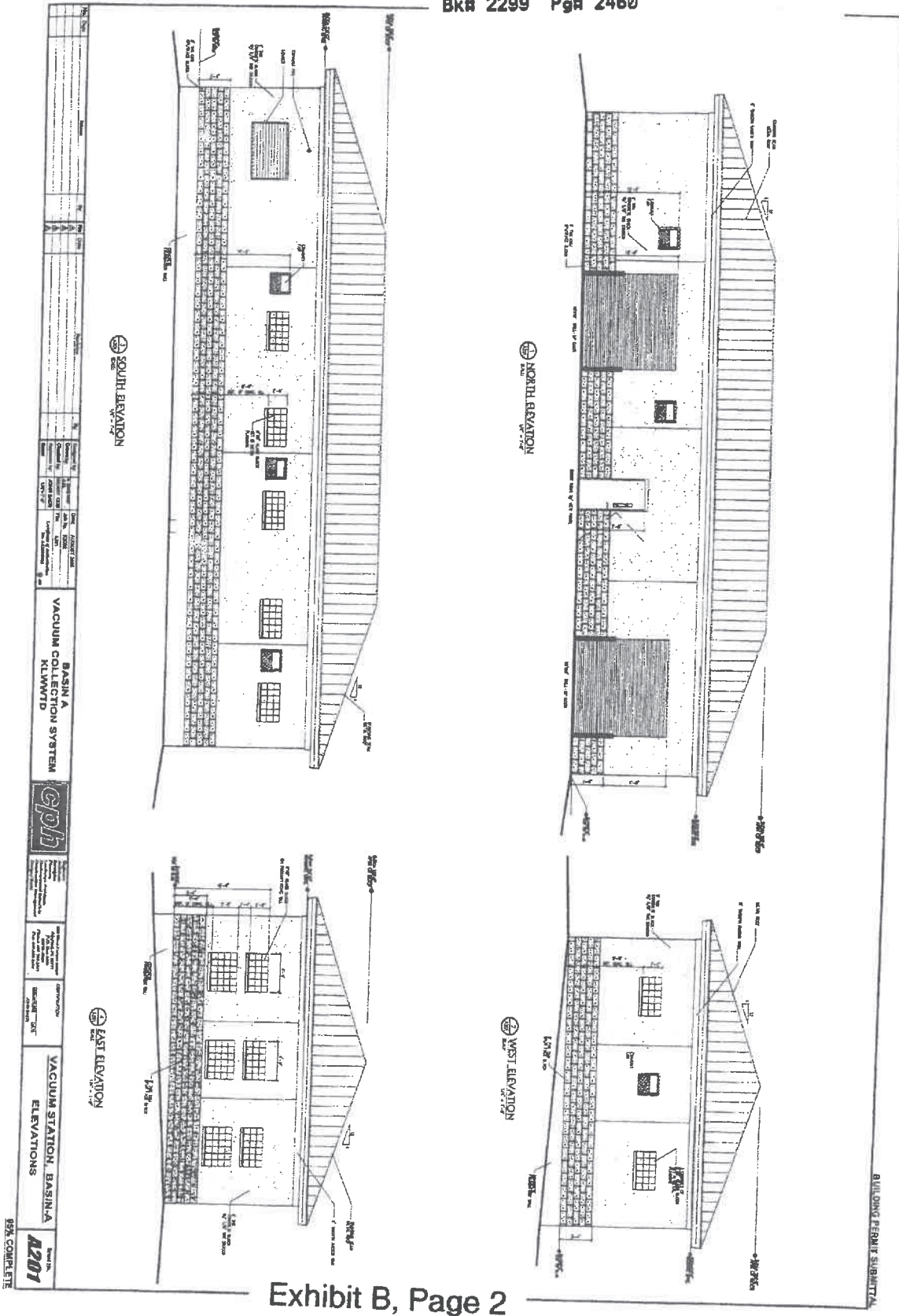
2006 Assessment Amount: \$4,970

Parcel Size: 12,500 sq.ft., more or less

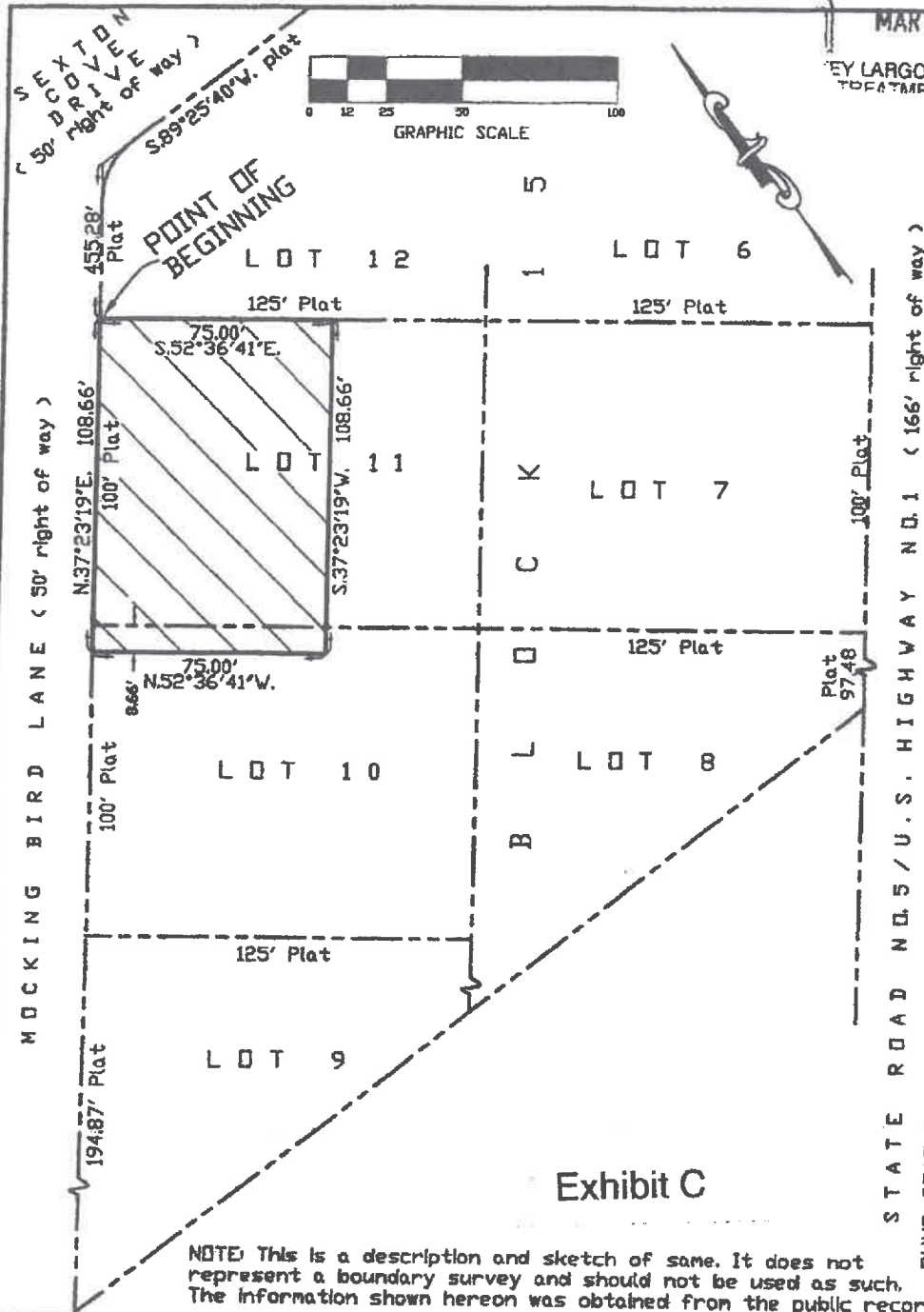
Address: 105500 Overseas Highway, Key Largo, Florida

Legal Description:

BK 15 LT 7 SEXTON COVE ESTATES RESUBDIVISION KEY LARGO PB6-
30 KEY LARGO OR560-1026 OR610-727 OR1158-1914(VC) OR1380-
2381(JB) OR1609-2495(CMS)



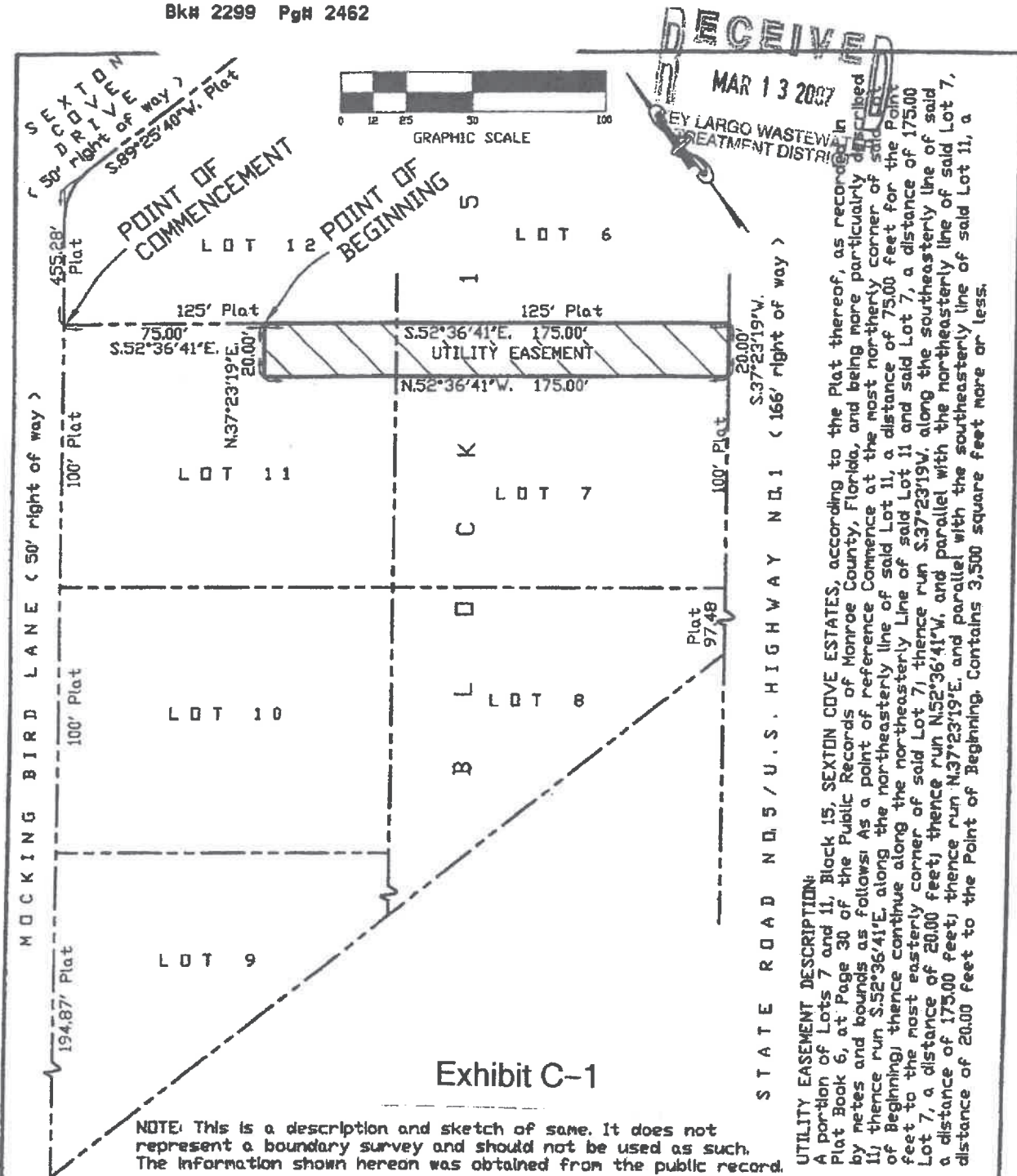
RECEIVED
MAR 13 2007
KEY LARGO WASTEWATER
TREATMENT DISTRICT



NOTE: This is a description and sketch of same. It does not represent a boundary survey and should not be used as such. The information shown hereon was obtained from the public record.


DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0066 / Fax: (305)853-0233	
		88888 Overseas Highway / P.O. Box 619, Tavernier, FL 33070	
Client: KLWTD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	Township 61 South, Range 39 East	I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61017 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 672.027, F.S.	
Key Largo	Monroe County, Florida		
Drafted: 3-09-07	Fieldbook No. N/A		
Drawing No. 9111A Drawn By: RWL Scale: 1" = 50'		Ronald W. Lucas, P.L.S. 4165	
		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

Doc# 1646864
Bk# 2299 Pg# 2461



UTILITY EASEMENT DESCRIPTION:

A portion of Lots 7 and 11, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: As a point of reference Commence at the most northerly corner of said Lot 11, thence run S.52°36'41"E. along the northeasterly line of said Lot 11, a distance of 75.00 feet for the Point of Beginning; thence continue along the northeasterly line of said Lot 11 and said Lot 7, a distance of 175.00 feet to the most easterly corner of said Lot 7, thence run S.37°23'19"W. along the southeasterly line of said Lot 7, a distance of 20.00 feet; thence run N.52°36'41"W. and parallel with the northeasterly line of said Lot 7, a distance of 175.00 feet; thence run N.37°23'19"E. and parallel with the southeasterly line of said Lot 11, a distance of 20.00 feet to the Point of Beginning. Contains 3,500 square feet more or less.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0086 / Fax: (305)853-0233 58888 Overseas Highway / P.O. Box 619, Tavernier, FL 33070	
Client: KLWTD SKETCH OF DESCRIPTION		Florida Certificate of Authorization No. LB 6956	
Section 1, Township 61 South, Range 38 East		I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61017 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 477.027, F.S.  Ronald W. Lucas, P.L.S. # 4165	
Key Largo, Monroe County, Florida			
Drafted: 3-09-07 Fieldbook No. N/A			
Drawing No. 9111C Drawn By: RWL Scale: 1" = 50'		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

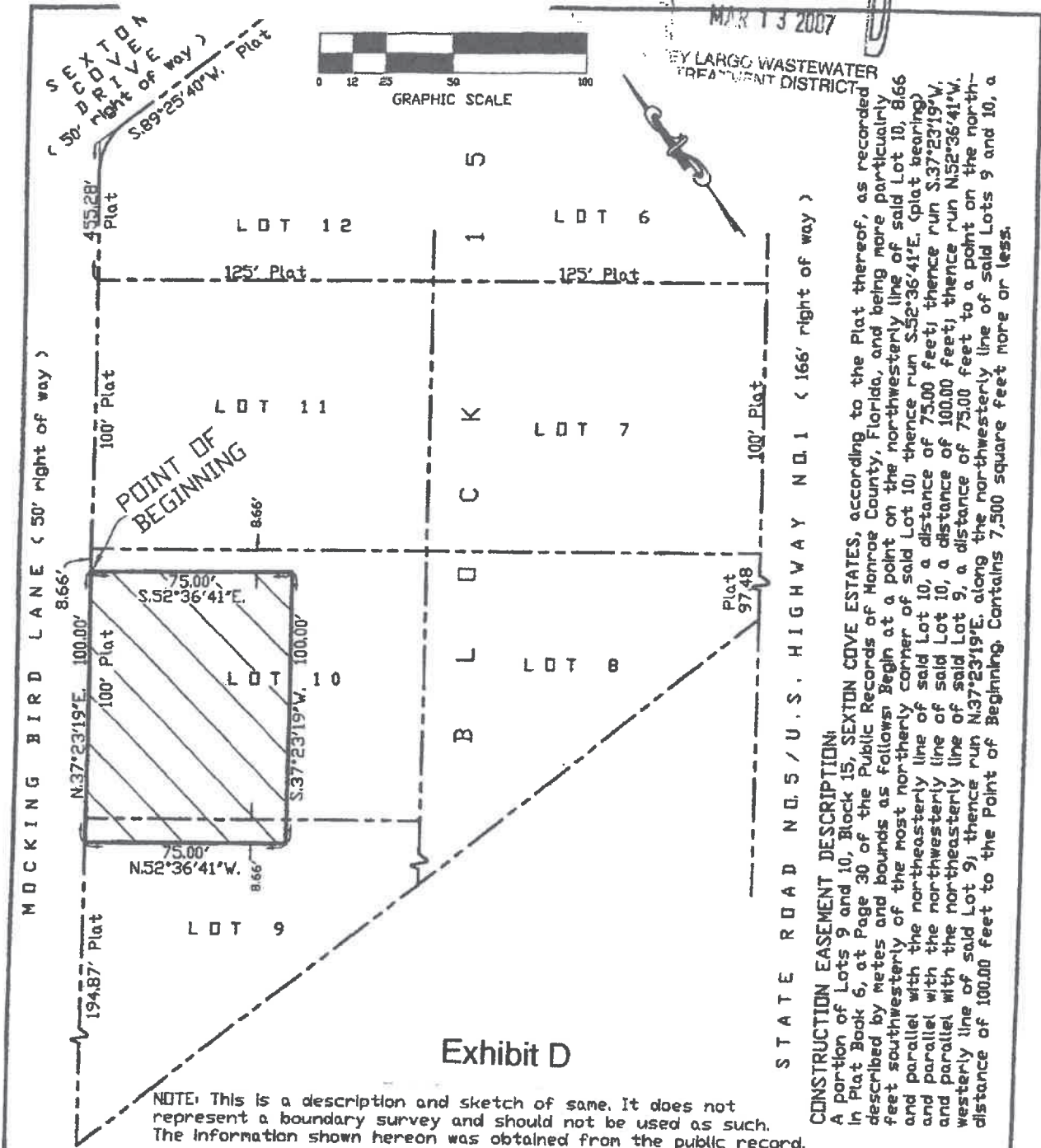


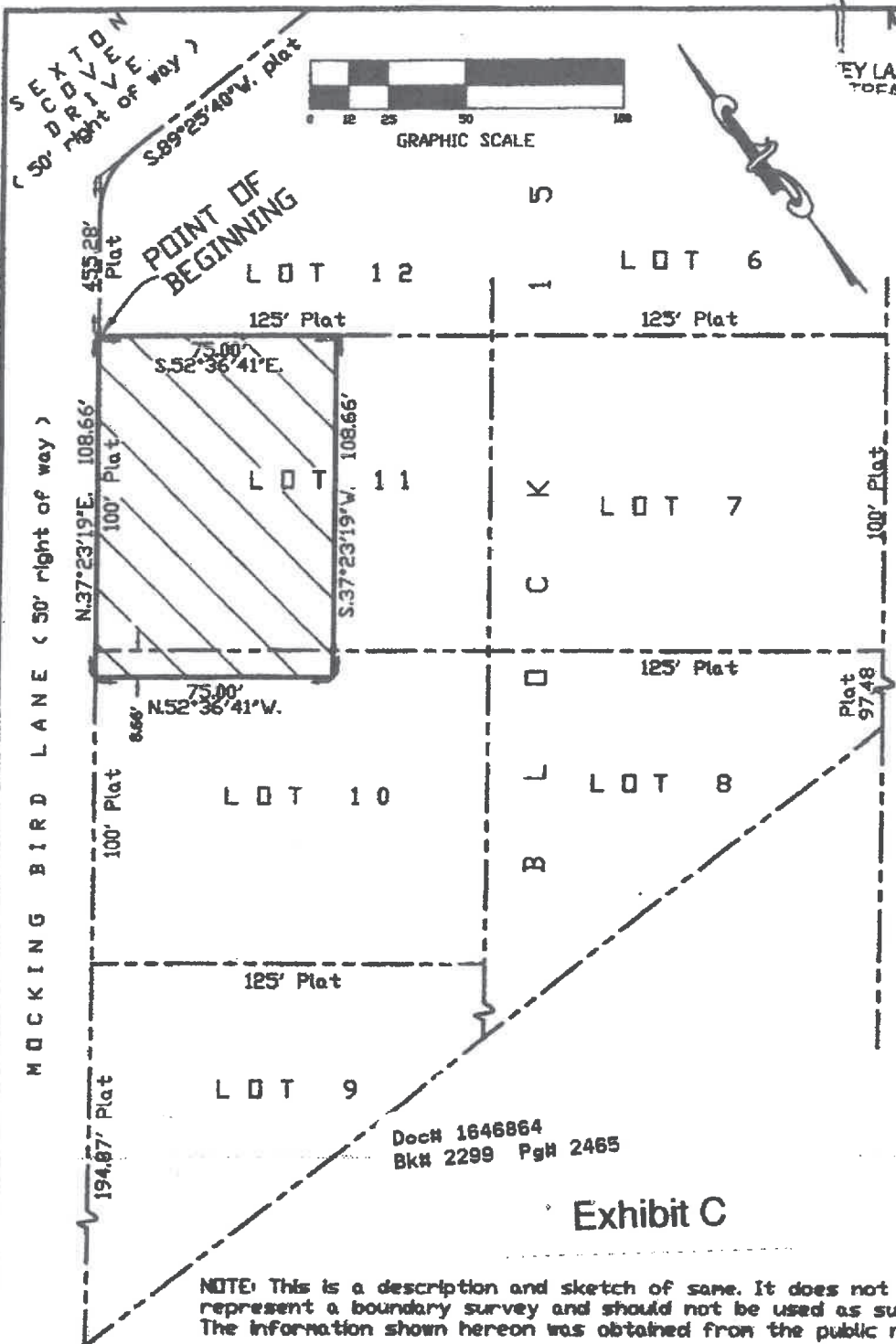
Exhibit D

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0066 / Fax: (305)853-0233 85586 Overseas Highway / P.O. Box 819, Tavernier, FL 33070	
Client: KLWD SKETCH OF DESCRIPTION		Florida Certificate of Authorization No. LB 6956	
Section 1, Township 61 South, Range 39 East		I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61017 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S.	
Key Largo, Monroe County, Florida		<i>Ronald W. Lucas</i>	
Drafted: 3-09-07 Fieldbook No. N/A		Ronald W. Lucas, P.L.S. # 4185	
Drawing No. 91118 Drawn By: RWL Scale: 1" = 50'		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	



105% COMPLETE

RECEIVED
MAR 13 2007
KEY LARGO WASTEWATER
TREATMENT DISTRICT



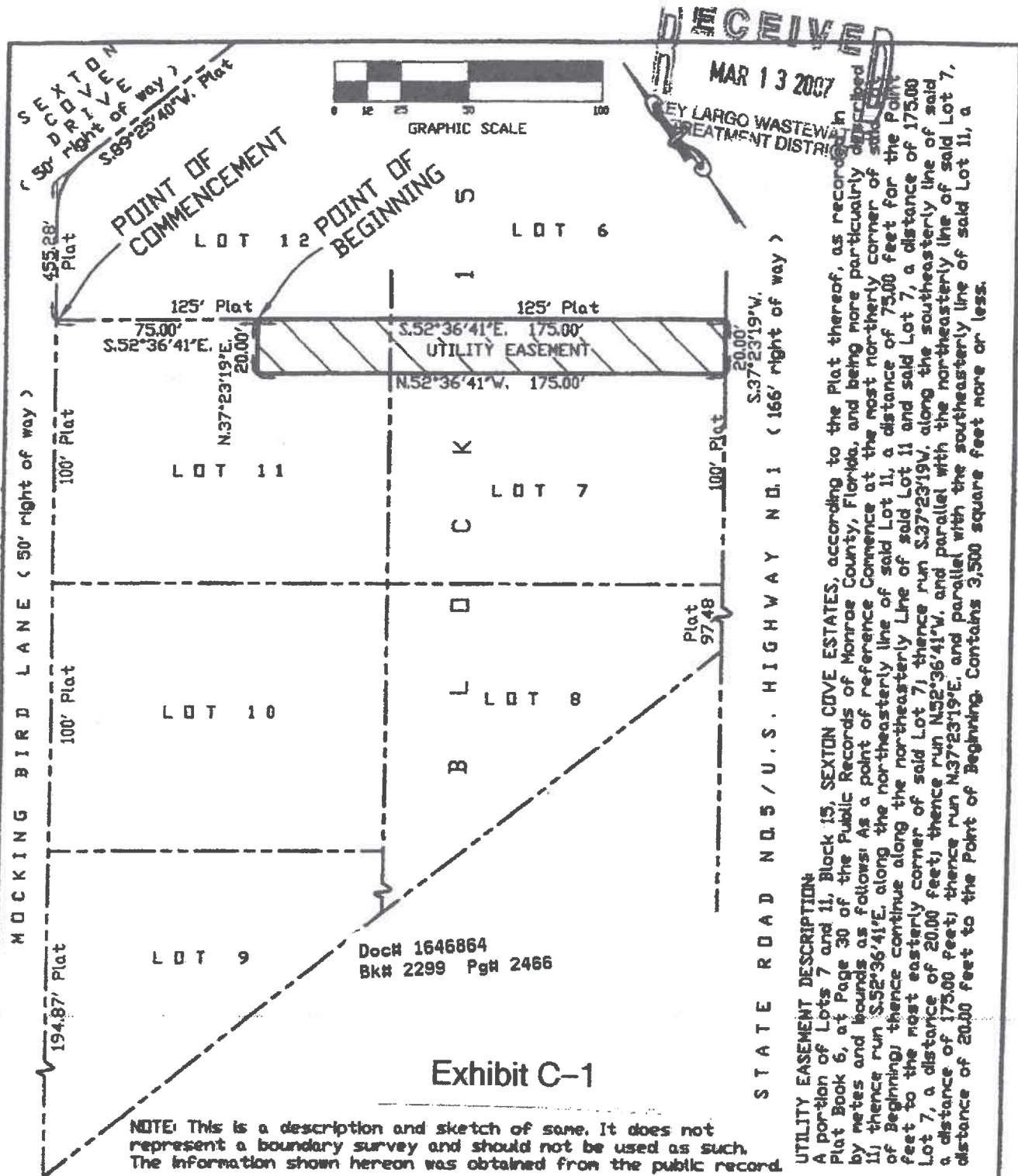
PUMP STATION EASEMENT DESCRIPTION:
A portion of Lots 10 and 11, Block 15, SIXTION CIVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: Begin at the most northerly corner of said Lot 11, thence run S.52°36'41\"E. (plat bearing) along the northeasterly line of said Lot 11, a distance of 75.00 feet; thence run S.37°23'19\"W. and parallel with the northeasterly line of said Lot 11, a distance of 108.66 feet; thence run N.52°36'41\"W. and parallel with the northeasterly line of said Lot 10, a distance of 75.00 feet to a point on the northwesterly line of said Lot 10; thence run N.37°23'19\"E along the northwesterly line of said Lots 10 and 11, a distance of 108.66 feet to the Point of Beginning. Contains 8,149.5 square feet more or less.

Doc# 1646864
BKH 2299 Pg# 2465

Exhibit C

NOTE: This is a description and sketch of same. It does not represent a boundary survey and should not be used as such. The information shown hereon was obtained from the public record.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0086 / Fax: (305)853-0233 8888 Overseas Highway / P.O. Box 618, Tavernier, FL 33070	
Client: KLWTD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	Township 61 South, Range 30 East	I hereby certify that the survey herein was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61617 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S. <i>Ronald W. Lucas</i> Ronald W. Lucas, P.L.S. # 4185	
Key Largo	Monroe County, Florida		
Drafted: 3-09-07	Fieldbook No. N/A		
Drawing No. 9111A Drawn By: RWL Scale: 1" = 50'		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	



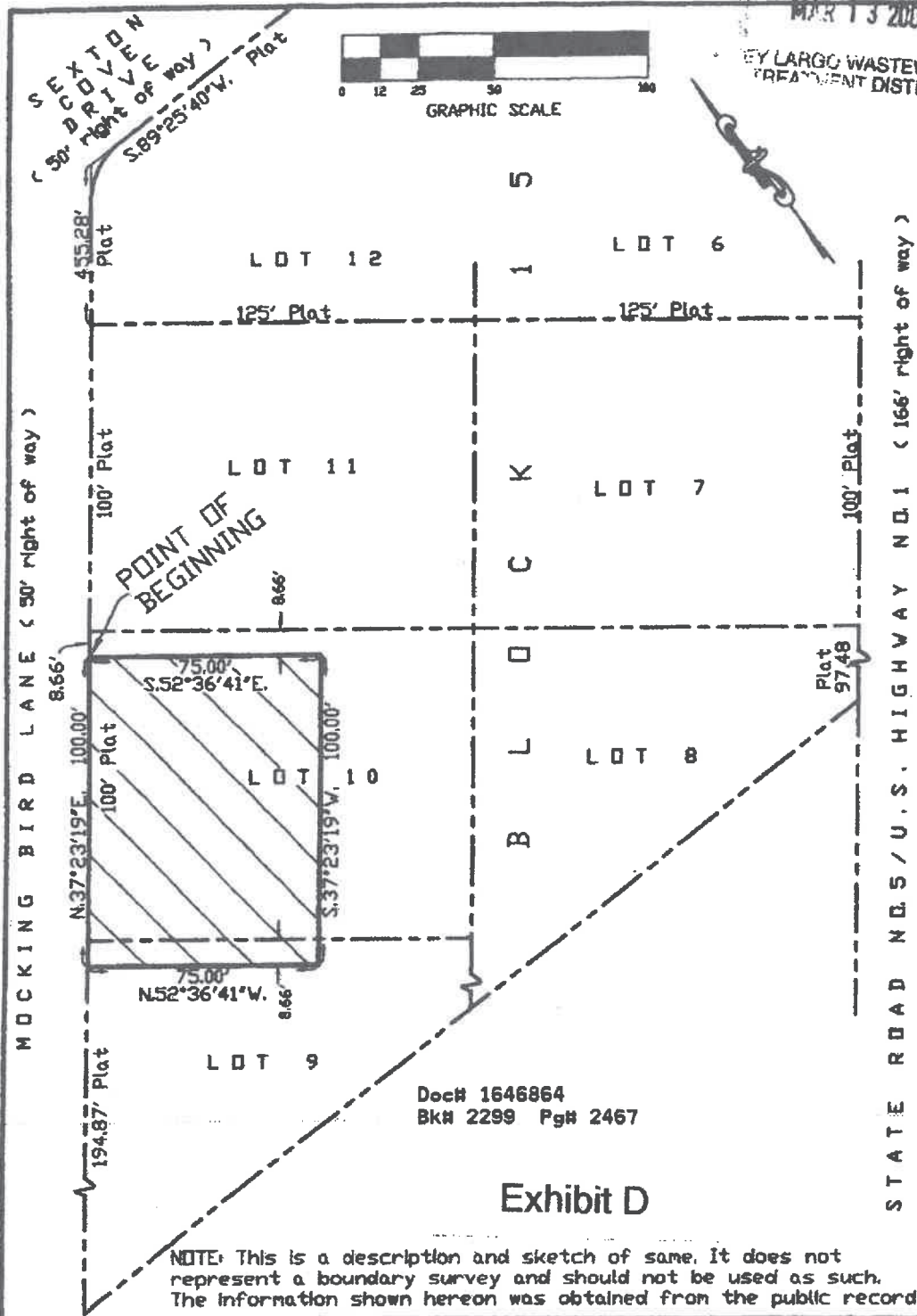
UTILITY EASEMENT DESCRIPTION

A portion of Lots 7 and 11, Block 15, SEXTON GIVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: As a point of reference Commence at the most northerly corner of said Lot 11; thence run S.52°36'41"E. along the northeasterly line of said Lot 11, a distance of 75.00 feet for the Point of Beginning; thence continue along the northeasterly line of said Lot 11 and said Lot 7, a distance of 175.00 feet to the most easterly corner of said Lot 7; thence run N.37°23'19"W. along the southeasterly line of said Lot 7, a distance of 20.00 feet; thence run N.37°23'19"E. and parallel with the northeasterly line of said Lot 7, a distance of 175.00 feet; thence run N.37°23'19"W. and parallel with the southeasterly line of said Lot 11, a distance of 20.00 feet to the Point of Beginning. Contains 3,500 square feet more or less.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0086 / Fax: (305)853-0233 88888 Overseas Highway / P.O. Box 618, Tavernier, FL 33070	
Client: KLWTD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	Township 81 South, Range 39 East	I hereby certify that the survey hereon was performed under my direct supervision and is true and correct to the best of my knowledge and belief. This survey meets the requirements of Ch. 61017 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S. Ronald W. Lucas, P.L.S. # 4165	
Key Largo	Monroe County, Florida		
Drafted: 3-09-07	Fieldbook No. N/A		
Drawing No. 9111C Drawn By: RWL Scale: 1" = 50'		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

056161

MAR 13 2007



CONSTRUCTION EASEMENT DESCRIPTION:
 A portion of Lots 9 and 10, Block 15, SEXTON COVE ESTATES, according to the Plat thereof, as recorded in Plat Book 6, at Page 30 of the Public Records of Monroe County, Florida, and being more particularly described by metes and bounds as follows: Begin at a point on the northwesterly line of said Lot 10, 8.66 feet southwesterly of the most northerly corner of said Lot 10; thence run S.52°36'41"E. (plat bearing) and parallel with the northwesterly line of said Lot 10, a distance of 75.00 feet; thence run S.37°23'19"W. and parallel with the northwesterly line of said Lot 10, a distance of 100.00 feet; thence run N.52°36'41"W. westerly line of said Lot 9; thence run N.37°23'19"E. along the northwesterly line of said Lots 9 and 10, a distance of 100.00 feet to the Point of Beginning. Contains 7,500 square feet more or less.

Doc# 1646864
 BKN 2299 Pgh 2467

Exhibit D

NOTE: This is a description and sketch of same. It does not represent a boundary survey and should not be used as such. The information shown hereon was obtained from the public record.

DAVID MASSEY LAND SURVEYING, INC.		Phone: (305)853-0066 / Fax: (305)853-0233	
		88888 Overseas Highway / P.O. Box 818, Tavernier, FL 33070	
Client: KLWTD	SKETCH OF DESCRIPTION	Florida Certificate of Authorization No. LB 6956	
Section 1	Township 61 South, Range 30 East	I hereby certify that the survey hereon was performed under my direct supervision and to the best of my knowledge and belief. This survey meets the requirements of Ch. 61617 of the Florida Administrative Code, Minimum Technical Standards for Florida Surveyors and Mappers, pursuant to Ch. 472.027, F.S. Ronald W. Lucas, P.L.S. # 4165	
Key Largo	Monroe County, Florida		
Drafted: 3-09-07	Fieldbook No. N/A		
Drawing No. 91118	Drawn By: RWL Scale: 1" = 50'		
		NOT VALID WITHOUT THE SIGNATURE AND THE ORIGINAL RAISED SEAL OF A FLORIDA LICENSED SURVEYOR AND MAPPER	

MONROE COUNTY
 OFFICIAL PUBLIC RECORD

Nick/Lisa Zischka

From: Nick Mulick
Sent: Friday, April 11, 2025 3:35 PM
To: Thomas H. Courtney; Nick/Lisa Zischka
Cc: peter@keyscpa.com; Nancy Mulick
Subject: RE: KLWTD and Archdiocese Amended, Restated and Superseding Easement Agreement

Tom,
I am glad we are in agreement on the terms of the easement agreement. You are correct that the District's Board of Commissioners must authorize execution of the agreement, as well as, the agreed upon \$43,500.00 payment.
The next regular meeting of the Board at which this matter can be placed on the agenda is scheduled to take place on May 6th.
I will ask Peter, the District's General Manager, to add this item to the meeting agenda.
I will keep you posted.
Nick

NICHOLAS W. MULICK, PA
91645 Overseas Hwy
Tavernier, FL 33070
305-852-9292
305-852-8880 fax

This email (including any attachments) may contain confidential, proprietary or privileged information. Unauthorized disclosure or use is prohibited. If you received this email in error, please notify the sender and delete this email from your system.

From: Thomas H. Courtney [mailto:thc@jpfitzlaw.com]
Sent: Friday, April 11, 2025 10:32 AM
To: Nick/Lisa Zischka <lisa@mulicklaw.com>
Subject: RE: KLWTD and Archdiocese Amended, Restated and Superseding Easement Agreement

Hello Nick,

Yest, the Easement Agreement and Exhibits are acceptable. Please let me know the process for executing the Agreement. I don't know if it has to be officially approved by some board from your client before it is signed.

Tom

Thomas H. Courtney, Esq.
J. Patrick Fitzgerald & Associates, P.A.
110 Merrick Way, Suite 3-B
Coral Gables, FL 33134
305-443-9162 ext. 115
305-443-6613 telefax
thc@jpfitzlaw.com

From: Nick/Lisa Zischka <lisa@mulicklaw.com>

Sent: Monday, April 7, 2025 10:57 AM

To: Thomas H. Courtney <thc@jpfitzlaw.com>

Subject: FW: KLWTD and Archdiocese Amended, Restated and Superceding Easement Agreement

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From: Nick/Lisa Zischka

Sent: Tuesday, March 25, 2025 6:05 PM

To: Thomas H. Courtney <thc@jpfitzlaw.com>

Subject: KLWTD and Archdiocese Amended, Restated and Superceding Easement Agreement

Tom,

Attached is the Easement Agreement with Exhibits. Please review and let me know whether it is acceptable to the Archdiocese.

Nick

NICHOLAS W. MULICK, PA

91645 Overseas Hwy

Tavernier, FL 33070

305-852-9292

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RESOLUTION 07-2025

A RESOLUTION APPROVING THE ATTACHED AMENDED, RESTATED AND SUPERSEDING EASEMENT AGREEMENT BY AND BETWEEN KEY LARGO WASTEWATER TREATMENT DISTRICT AND THE ARCHDIOCESE OF MIAMI, FLORIDA; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Key Largo Wastewater Treatment District (“the District”) entered into an easement agreement (“the Easement”) with The Archdiocese of Miami, Florida (“The Archdiocese”) granting the District the right to locate Vacuum Station A on a portion of property owned by The Archdiocese at 105500 Overseas Highway, Key Largo, Florida; and

WHEREAS, the District wishes to expand the easement area to accommodate certain upgrades to Vacuum Station A; and

WHEREAS, The Archdiocese is willing to expand the easement area in exchange for the payment of \$40,500.00 plus \$3,000.00 for The Archdiocese’s attorney’s fees; and

WHEREAS, The Archdiocese has agreed to enter into the attached Amended, Restated and Superseding Easement Agreement, which will expand the easement area to accommodate the District’s planned upgrades; and

WHEREAS, the Board has determined it is in the best interests of the District and its customers that the District enter into the attached Amended, Restated and Superseding Easement Agreement.

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

Section 1. *Recitals.* The above recitals are true and correct and incorporated into this Resolution by reference.

Section 2. *Approval of Agreement.* The attached Amended, Restated and Superseding Easement Agreement is approved and Nicolas Rodriguez, in his capacity as Chairman of the Board, is authorized to execute same on behalf of the District.

Section 3. *Payment of Consideration.* The General Manager or his designee shall direct the finance director to issue a check in the amount of \$43,500.00 made payable to *The Archdiocese of Miami, Florida*, and deliver same to the authorized representative of The Archdiocese of Miami, Florida.

Section 4. *Implementation.* The General Manager and/or his designee is authorized to take all actions necessary to implement the terms of this Resolution.

Section 5. *Effective Date.* The foregoing Resolution was offered by Commissioner _____, who moved for its approval. The motion was seconded by Commissioner _____, and being put to a vote, the result was as follows:

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

The Chairman thereupon declared this Resolution duly passed and adopted the 6th day of May, 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

Approved to as to form and legal sufficiency:

ATTEST:

By: _____
Nicholas W. Mulick,
General Counsel

By: _____
Shannon McCully, Clerk

SEAL