



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, March 18, 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 4, 2025	4
G. GENERAL MANAGER	
H. CUSTOMER SERVICE	
1. Customer Service Report – February 2025	11
I. IT	
1. IT Report – February 2024	13
J. BUDGET AND FINANCE	
1. Budget and Finance Report – February 2025	17
K. FIELD	
1. Field Report – February 2025	20
2. ESRI Agreement Renewal	28
L. PLANT/FACILITIES	
1. Plant/Facilities Report – February 2025	38
2. Spare VFD for the SBR Blowers Purchase	46
M. CAPITAL PROJECTS	
1. Capital Projects Report – February 2025	52

N. ENGINEERING

1. Vacuum Stations Oder Control Project Recommendation of Award 64

O. LEGAL

1. Proposed Amendments to District General Rules and Regulations – 5:00 PM
Public Hearing

2. Proposed Amendments to District General Rules and Regulations 70

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING THE KEY LARGO WASTEWATER TREATMENT DISTRICT GENERAL RULES AND REGULATIONS; TO CLARIFY CERTAIN PROVISIONS; REVISE CERTAIN SECTIONS TO REFLECT DISTRICT POLICY CHANGES; CORRECT SCRIVENER'S ERRORS; CORRECT GRAMMATICAL ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

3. South Cliff Estates SIC 135

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:
March 18, 2025

Agenda Item Number: F-1

Action Required:
Yes

Department: Legal
Sponsor: Nicholas Mulick

Subject:
Minutes of March 4, 2025

Summary:
Staff to present the minutes of March 4, 2025, for approval.

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Minutes

Approved By:  Date: 3/11/2025
General Manager



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, March 4, 2025

MINUTES

CALL TO ORDER (A)

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

PLEDGE OF ALLEGIANCE (B)

Mr. Ryan Dempsey led the Pledge of Allegiance.

ROLL CALL (C)

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

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

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Commissioner Majeska requested the addition of item *P-2 Solar Discussion*

Commissioner Heim requested the addition of items *P-1 General Rules Decision* and *P-3 South Cliff Update*

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

PUBLIC COMMENT (E)

No speakers.

APPROVAL OF MINUTES (F)

Minutes of February 18, 2025 (F-1)

Motion: Commissioner Maloney made a motion to approve the minutes of February 18, 2025. Commissioner Schwartz seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

Upcoming Projects for KLWTD (G-1)

Mr. Rosasco presented the ACOE project list.

KLWTD Stewardship Project Listing 2018-2025 (G-2)

Mr. Rosasco presented the Stewardship Project list for 2018-2025.

Fiscal Impact of Changes to Rate Increase Implementation Date (G-3)

Mr. Rosasco discussed the fiscal impact of changes to the implementation date for KLWTD's wastewater rate change.

Motion: Commissioner Maloney made a motion to accept Option #2 for future implantation dates for KLWTD's wastewater rate change.
Commissioner Schwartz seconded the motion.

Vote on Motion:

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

CUSTOMER SERVICE (H)

No report in agenda.

IT (I)

No report in agenda.

BUDGET AND FINANCE (J)

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

Ms. Fazio present the Budget and Finance monthly report.

FIELD (K)

No report in agenda.

PLANT/FACILITIES (L)

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

Mr. Dempsey presented the Plant/Facilities monthly report.

CAPITAL PROJECTS (M)

No report in agenda.

ENGINEERING (N)

No report in agenda.

LEGAL REPORT (O)

No report in agenda.

COMMISSIONER ITEMS (P)

General Rules Decision (P-1) (Laydown)

Commissioner Heim requested Board input for editing KLWTD's Rules and Regulations.

Solar Discussion (P-2)

Commissioner Majeska requested an update on our Solar Power project.

South Cliff Update (P-3)

Mr. Mulick reported that South Cliff Estates owners have been notified in writing that the District is looking to South Cliff Estates for payment of the SIC in full. Mr. Rosasco reported that Mr. Pla

has requested a payment schedule comparable to that which was given to Monroe County under the ILA between the District and Monroe County. Mr. Rosasco informed the Board that the request will be placed on the Board's March 18, 2025, agenda.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 5:53 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal _____

Section 3.09 Customer Compliance with District Rules and Regulations.

- (a) The ~~owner~~ customer must comply with the District's rules and regulations as duly adopted or as they may subsequently be revised, or amended.
- (b) ~~The District has the right to refuse to provide service or discontinue service.~~ Failure to comply with the requirements of this subsection may result in a shut off ~~disconnection~~ of service.

Section 3.10 District License to Enter upon Property.

- (a) As a condition of connection to District wastewater service, the owner ~~and~~ or legal occupant of the property upon which required facilities extensions and connections are located grants a license to the District to enter upon the subject ~~affected~~ property for the following purposes:
 - (i) To inspect the installation or connection. The District has the right, but not the duty, to make on-site inspections.
 - (ii) To ~~discontinue and~~ shut off services to delinquent accounts.
 - (iii) To maintain, repair, replace or remove the District's property.
 - (iv) For other purposes incidental to performance or termination of wastewater service.
- (b) NEW.BLUE. In the event any person unlawfully prohibits or unreasonably impedes the District's access to the property, wastewater service may be shut off. ~~DELETE.RED.ORIGINAL. The owner may not impede free access to any District facilities or other infrastructure connected to or served by District facilities.~~
- (c) In the event the District is unable to obtain access, wastewater service may be shut off. ~~terminated.~~
BOARD DECISION

Section 3.11 District Right to Refuse to Provide Service.¹⁹

~~No payment of costs, submittal of an application or other act to receive, Wastewater Service will guarantee such Service~~ The District has the right to refuse to extend service on the basis of a use detrimental to the system, lack of payment of required fees or charges, or for any other reason which, in the judgment of the District, applying sound engineering principles, will cause the extension not to be in the District's best interest.

Section 3.12 Discontinuance or Shutting Off ~~Termination~~ of Service.

The District may shut off ~~discontinue or terminate~~ wastewater service to any customer who violates the provisions of these rules, including, but not limited to, delinquency of any amounts owed the District.

¹⁹ This heading revised by Resolution 18-10-10 on 10/05/10.

- (g) NEW.BLUE. Filing Form
- (i) The completed filing form must be submitted to the District Clerk using the US Postal service, or other third party service, facsimile, electronic mail (email) or in person to the District office.
 - (ii) Upon receipt by the District Clerk, the form shall be promptly time/date stamped.
- (h) NEW.BLUE. Staff Review
- (i) NEW.BLUE. The District may conduct one (1) or more informal discussions with the applicant and may request additional information and documentation.
 - (ii) NEW.BLUE. The filing form is not considered complete until all information and documentation have been received and deemed sufficient.
 - (iii) NEW.BLUE. District staff shall review, and if appropriate, recommend that the tax parcel be excluded.
 - (iv) NEW.BLUE. Staff shall endeavor to complete its review within fifteen (15) days after receipt of complete application.
 - (v) NEW.BLUE. Upon completion of its review, staff shall prepare and submit a recommendation to the Board.
 - (vi) NEW.;BLUE. The District Clerk shall transmit, by US Postal service and email, a copy of the staff's recommendation to the applicant.
 - (vii) NEW.BLUE. Within fifteen (15) days after receipt of staff's recommendation, if the applicant disagrees with staff's recommendation, the applicant may request the Board hold a public hearing on staff's recommendation. PROBLEM HERE – DO NOT NEED PUBLIC HEARING FOR CUSTOMER BC CUST CAN COME TO BOARD MTG TO DISCUSS. - IF BOARD AGREES WITH STAFF – THEN BOARD MAKES DECISION & THEN CUSTOMER CAN APPEAL BOARD DECISION – CUSTOMER CAN NOT APPEAL “STAFF” DECISION BC BOARD DID NOT DECIDE ANYTHING YET. THIS IS OUT OF SEQUENCE OF ODER OF PROCEDURE .
 - (viii) NEW.BLUE. The District Clerk shall endeavor to place staff's recommendation on the Board's regular meeting agenda not more than thirty (30) days after staff issues its recommendation.
- (i) NEW.BLUE. Board Consideration
- (i) NEW.BLUE. The Board may accept or reject staff's recommendation or may schedule a public hearing after concluding there are issues of material fact.
 - (ii) NEW.BLUE. The Board's decision shall be the District's final action on the request.

Section 10.05 Rescinded. ~~DELETED. RED. ORIGINAL.~~ Excluded Parcels—Exemptions

~~DELETED. RED. ORIGINAL. In a case where the District has determined, in its sole discretion, that wastewater facilities shall not be provided to a parcel, such parcel shall be classified as “Exempt” and will not be subject to a System Development Charge. Parcel's must meet one or more of the following criteria:~~

- (a) ~~Rescinded. **DELETE. RED. ORIGINAL** The tax parcel has been aggregated with one or more other adjoining tax parcel as recorded with the Monroe County Property Appraiser's office, and the aggregated parcels will receive wastewater service as a single property.~~
- (i) ~~Rescinded. **DELETE. RED. ORIGINAL**—In such case, the deleted tax parcel shall not be subject to an SDC.~~

Article XI. Billing and Payment for Service⁶⁶

Section 11.01 FCAA Billing.

The District has entered into a billing agreement with the Florida Keys Aqueduct Authority. FCAA's billing and payment procedures shall apply.

Section 11.02 Direct Billing.

(a) Procedure:

- (i) The District may elect to bill customers directly. ~~for providing wastewater service.~~
- (ii) Customers shall be billed on a one (1) time, semi-annual, quarterly or monthly basis.
- (iii) See the District Fee Schedule ~~Section 9.03(e)~~ for billing charges.
- (iv) Billing ~~shall will~~ commence based on the earlier of terms of a signed agreement on initiation of service. ~~upon initiation of service or the mandatory connection date, whichever is earlier.~~
- (v) Payments for services are due and payable within thirty (30) days of receipt of the bill. Non-receipt of a bill by the customer ~~shall will~~ not release the customer from the duty to make reasonable inquiry as to the amount of the bill and prompt payment thereof, on or about its due date, in accordance with the customer's billing cycle.

(b) Returned Checks:

- (i) The District ~~shall will~~ impose a Returned Check Charge for each dishonored check that is returned by the bank. Only cash, cashier's checks, or money orders ~~shall will~~ be accepted as payment for checks which have been dishonored. The customer's account ~~shall will~~ be annotated upon receipt of a dishonored check. Issuance of two (2) dishonored payments within an eighteen (18) month period ~~shall will~~ preclude the acceptance of another check for a period of 12 months from date of settlement of the first dishonored check, or Bank Draft. During this time only cash, cashier's checks or money orders shall be accepted for payment.

(c) Delinquent Accounts:

- (i) An account ~~shall will~~ be considered delinquent if payment for service is not received by the District by the due date. If the due date falls on a weekend or official Holiday, the due date shall will be extended to the next business day. In the event partial payment of a bill is made, that portion of the bill not paid within thirty (30) days of billing ~~shall will~~ be considered delinquent.

(ii) Delinquent Accounts shall will be charged a Delinquent Account Charge in the amount greater of \$4.00 or ten percent (10%) of the total amount that is the delinquent outstanding balance. LEAVE IN & USE BC INCREASING RATES –BOARD 2ND REVIEW.

- (iii) Service may be ~~shut off discontinued~~ if the total delinquent amount that is past due is not received by the District within thirty (30) days after the due date.
- (iv) For service to be restored the customer must request restoration of service and pay all amounts due, including the applicable Service Charge.
- (v) In the event the account has been final billed as a result of account delinquency, service ~~shall will~~ not be restored until the customer has paid all applicable fees, outstanding balances due, and service charges.

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

Meeting Date:
March 18, 2025

Agenda Item Number: H-1

Action Required:
No

Department:
Customer Service

Sponsor:
Connie Fazio

Subject:
Customer Service Report - February 2025

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

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By:  Date: 3/11/2025
General Manager

Key Largo Wastewater Treatment District Customer Service Report

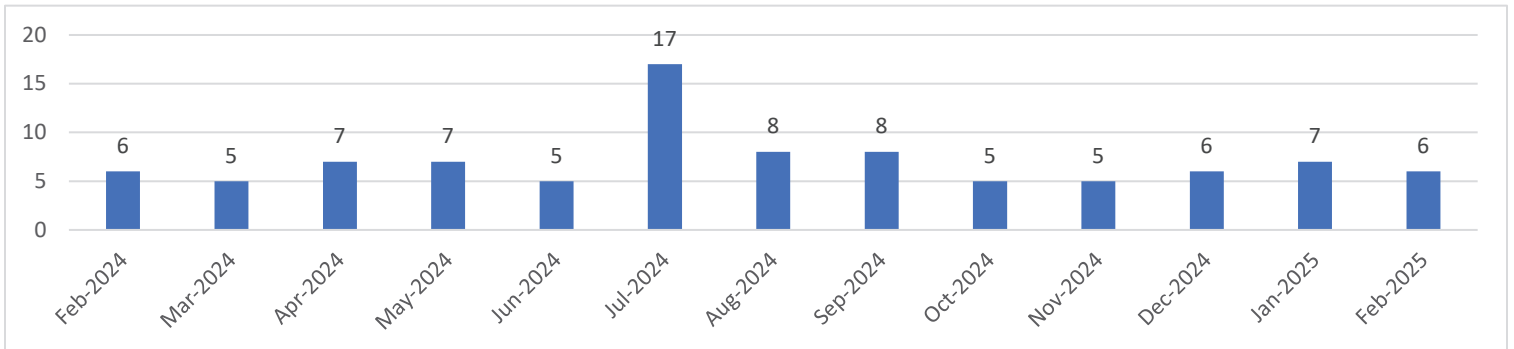
February 2025

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

Customer Service Requests

	Total
Billing	11
Demo	2
Field Department	9
MOD	3
NOA	9
Tie In Res	4
Total	38

Number of Completed Wastewater Connection



Completed Wastewater Connections of 6 Residential Properties:

New Connections:

- 211 Allen Ave
- 104 George St
- 1203 Saratoga Ln
- 92 Coral Way

Reconnections:

- 272 Lower Matecumbe Rd
- 3 Abaco Rd

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

Meeting Date:
March 18, 2025

Agenda Item Number: I-1

Action Required:
No

Department: IT
Sponsor: ENS

Subject:
IT Report - February 2025

Summary:
ENS will present the IT monthly report.

Reviewed / Approved

Financial Impact

Attachments

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

\$ _____
Funding Source:
N/A
Budgeted:
N/A

1. Monthly Report

Approved By: 
General Manager

Date: 3/11/2025

IT

The IT Department received 589 tickets and completed 489 tickets in February.

Project	Cost	Description
GIS Emergency applications project	\$18,960.00 One time	<ul style="list-style-type: none">• Training with FTC is still on going.• Brandons new workstation has been setup.• FTC training report listed below.
iWater		<ul style="list-style-type: none">• On site Demo of iWater(infraMAP) scheduled for Thursday 2 PM at the plant. (Completed)• Waiting on Formal proposal from iWater.

Date: 02/18/2025

Organization: Key Largo
Wastewater Treatment District

TRAINING REPORT

Ongoing

1. Georeferenced PFD
 - a. Learning the tools
 - i. Move
 - ii. Scale
 - iii. Rotate
 - iv. Add transparent (If needed)
 - b. Used the parcels as guide
 - i. How to add and subtract control points.
 - ii. Learn how to strategically add control points.
 - c. PDFs in question for the Georeferenced. Waiting for CAD
 - i. West Indies Rd
 - ii. N. Bounty lane
2. Viewing CAD on Pro Map
 - a. Gave an overview of what the CAD would look like in ArcGIS pro map
 - i. Showed how the CAD comes in similar to a group Layer.
3. Asbuilts Review and GIS Processing
 - a. Basin G4 – Sent on 02/18/25

Past Training

1. Reviewing the folder Structure from the shared drive.
 - a. _TrainingDocuments
 - b. Asbuilts
 - c. Data
 - d. Georeference
 - e. Maps
 - f. Project
 - g. Table
2. Pro Map Overview
 - a. Reviewing the tabs in the ribbon.
 - b. Reviewing the difference between saving the map vs the layers.
 - c. Reviewing Content pane
 - i. Turning layers on and off
 - ii. Opening Attribute Table
 - iii. Layer property
 - iv. Seeing the data sources
 - v. Turning on and off layers selecting

-
- vi. Turning on and off layers editing
 - d. Reviewing Catalog
 - i. Locating share drive
 - ii. Portal to the online
 - e. Advise map setup – Popups ready to use.
 - i. Catalog Pane
 - ii. Attribute Pane
 - iii. Create Feature
 - iv. Modify Feature
 - v. Locate Add
 - 3. Learn how to add and edit points.
 - a. Worked on the map updated points
 - b. Added points
 - c. Modify point location
 - d. Edited attribute table
 - 4. Learn how to add and edit Lines.
 - a. Worked on the map updated lines.
 - b. Modify vertices of a line
 - c. Add vertices
 - d. Edited attribute table
 - 5. Adding visualization to the AGOL pro map
 - a. To help with overwriting layers seamlessly.
 - 6. Overwriting Layers
 - 7. Copying symbology from another layer.
 - 8. Timing app maintenance
 - a. Learn how to clear out the fields for the next round of going out to the field.
 - 9. Calculate Field
 - a. Learn to create the Asset ID by combining text with Object number.

Upcoming Training

- 1. AGOL Training
- 2. Viewing CAD on Pro Map

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

Meeting Date:
March 18, 2025

Agenda Item Number: J-1

Action Required:
No

Department: Budget and Finance Sponsor: Connie Fazio

Subject:
Budget and Finance Report - February 2025

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

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By:  Date: 3/11/2025
General Manager

February 2025

Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	\$6,581,808.64

Next payment: July 2025: \$779,480.33

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$631,840.90	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$143,773.94	
Islamorada Revenue	\$101,649.00	
Interest Income	\$108,027.61	
Misc. Revenue (includes Stewardship and ACOE reimbursements, if applicable)	\$883,600.04	
District Expenditures (checks written)		\$1,119,452.90
Payroll		\$162,925.96
Total:	\$1,868,891.49	\$1,282,378.86

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
March 2023	10,148 (9,266 Residential 882 Commercial)	\$655,947.71	March 2024	10,170 (9,286 Residential 884 Commercial)	\$863,381.29
April 2023	10,141 (9,255 Residential 886 Commercial)	\$603,364.07	April 2024	10,195 (9,317 Residential 878 Commercial)	\$599,239.78
May 2023	10,168 (9,286 Residential 882 Commercial)	\$641,650.94	May 2024	10,212 (9,335 Residential 877 Commercial)	\$646,584.43
June 2023	10,164 (9,281 Residential 883 Commercial)	\$610,223.04	June 2024	10,182 (9,304 Residential 878 Commercial)	\$624,252.64
July 2023	10,140 (9,260 Residential 880 Commercial)	\$644,707.07	July 2024	10,212 (9,331 Residential 881 Commercial)	\$633,246.33
Aug 2023	10,167 (9,282 Residential 885 Commercial)	\$599,881.28	Aug 2024	10,213 (9,334 Residential 879 Commercial)	\$631,716.35
Sept. 2023	10,141 (9,258 Residential 883 Commercial)	\$693,024.47	Sept. 2024	10,200 (9,324 Residential 876 Commercial)	\$606,633.56
Oct. 2023	10,158 (9,275 Residential 883 Commercial)	\$570,143.86	Oct. 2024	10,201 (9,323 Residential 878 Commercial)	\$582,351.40
Nov. 2023	10,152 (9,272 Residential 880 Commercial)	\$567,443.79	Nov. 2024	10,200 (9,322 Residential 878 Commercial)	\$521,665.22
Dec. 2023	10,154 (9,275 Residential 879 Commercial)	\$638,428.80	Dec. 2024	10,204 (9,326 Residential 878 Commercial)	\$594,943.07
Jan. 2024	10,160 (9,278 Residential 882 Commercial)	\$534,961.66	Jan. 2025	10,207 (9,330 Residential 877 Commercial)	\$603,109.67
Feb. 2024	10,153 (9,274 Residential 879 Commercial)	\$431,382.57	Feb. 2025	FKAA Stats not available as of 3/7/25	\$631,840.90
Total Revenue from Mar 2023 Through Feb 2024		\$7,191,159.26	Total Revenue from Mar 2024 Through Feb 2025		\$7,538,964.64

January 2025 Credit Card Fee Info

CC Total of KLWTD Customer Payments to FKAA \$224,605.10

CC Total x 2.5% Fee Total Cost to KLWTD \$5,615.13

Update: February 2025: KLWTD has confirmed the following information: FKAA does not charge a surcharge to their customers for credit card use on either the water or the wastewater portion.

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

Meeting Date:
March 18, 2025

Agenda Item Number: K-1

Action Required:
No

Department:
Field Operations

Sponsor:
Rudy Perez

Subject:
Field Report - February 2025

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

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By: 
General Manager

Date: 3/11/2025

Wastewater Field Operations

There was a total of 22 service calls for the month of February of these 8 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff 5 of those system generated were found using the Flo vac monitoring. The reports below detail the remaining 14 calls.

Date	Address	Incident	Response	KLWTD Issue
2/5/25	34 Poinciana Dr	Customer called stating they were experiencing backup issues.	Field Tech arrived and found that our system was working properly. Clean out was observed and pit was manually discharged. (Homeowner notified)	NO
2/8/25	20 Drury Rd	Customer called to report a backup at his property.	On Tech's arrival. Pit was found unresponsive. Pit was diagnosed with a bad valve. Once the valve was replaced pit was simulated and put back into service.	YES
2/9/25	9 E Second St	Tech received a call from a customer experiencing a backup.	On arrival pit was found operational. The pit was simulated and cleanouts inspected. Homeowner notified. (HOMEOWNER ISSUE)	NO
2/11/25	267 Charlemagne Blvd	Customer called to report his grinder pump alarm was going off.	On arrival the pump alarm was silenced. Diagnosed issue to be a faulty pump. A new pump was put in service.	YES

2/12/25	18 Eagle Dr	A homeowner called in to report water sitting by their cleanout service.	Tech found everything to be working as it should. Pit and cleanouts were inspected. The homeowner was notified. It was determined the puddle was from a leaking water service.	NO
2/13/25	Calusa Lot #79	Customer called to report an odor coming from our system.	The tech arrived on site and did not detect any odors. Both cleanout and air terminal were inspected. Pit was manually discharged as well.	NO
2/14/25	Calusa Lot #406	A customer called in to report a backup.	Tech arrived and inspected all components and found our system working accordingly. Customer was notified. (Homeowner issue.)	NO
2/14/25	826 Narragansett Ln	The customer called to report a backup coming up in their toilets.	Field Tech's arrived and found the pit to be overwhelmed. Tech noticed that the controller clip was not properly mounted, once placing clip back in place pit was tested and placed back in service.	YES
2/16/25	92720 OVS HWY	The plumber suggested to the customer to have KLWTD to check up on our system to verify that the backup wasn't on our side.	On arrival the Tech found that the buffer tank was clear. He then proceeded to check the cleanouts and found them to be dry and cleared. Customer was notified and plumber was advised as well.	NO
2/22/25	37 South Dr	The customer called in to report a constant noise coming from the air terminal.	On tech's arrival the pit was found to be hung open. What the customer was hearing was a constant vacuum noise. Pit was diagnosed with a bad controller. The controller was changed. (Tech thank the homeowner for calling it in.)	YES

3/23/25	187 Lore Lane Pl	Received a call from a customer regarding a backup.	All components were checked pit was manually discharged and working. (Issue on Homeowner side)	NO
2/23/25	304 Second Terr	Received a customer call regarding a backup.	Tech arrived and found the pit to be operating normal. Opened cleanout and found no sign of a backup. The homeowner was notified. (HOMEOWNER ISSUE)	NO
2/26/25	2 Madeira Dr	Customer called to report a noise coming from the sewer.	On Tech's arrival found no noise coming from the air terminal. Once manually discharging pit what the homeowner was hearing was his back water flapper. (Homeowner Appreciated on techs respond)	NO
2/28/25	3 Corrine Pl	A customer called to report a noise coming from the air terminal.	On arrival no noise was detected from the air terminal. Tech manually discharged pit and noticed pit seem to struggle when valve opening to the vacuum. He found that the vacuum line had debris restricting it.	YES

Area Addressed with the Flow Vac Monitoring System

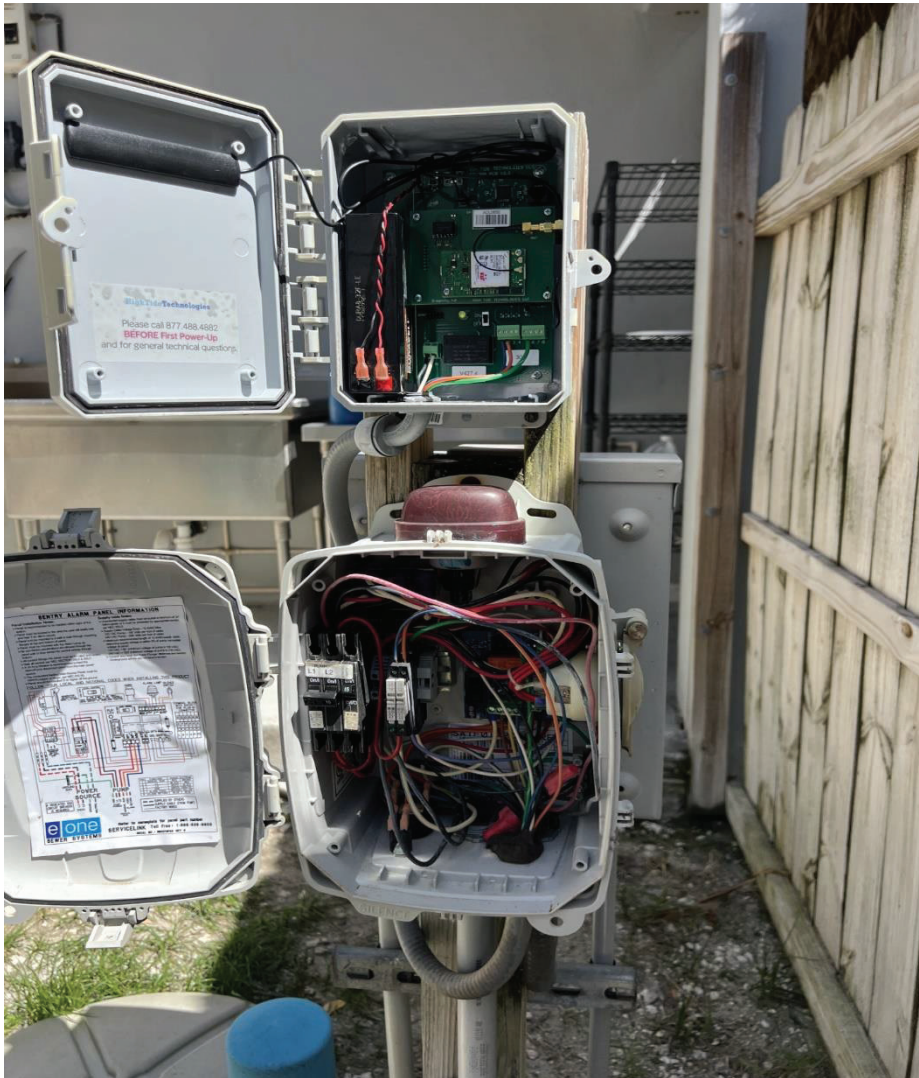
Date	Address	Incident	Response	Issue Found
2/3/25	37 Bunting Dr	Received a low vacuum alarm call from Vac Station A	Tech checked on the Flo Vac Monitoring and went straight to the address with issue.	Pit was diagnosed with a faulty valve.
2/8/25	362 Sound DR	Received a low vacuum alarm call from Vac Station A	Tech went to the vac station to isolate an area. Once determining an area. The Flo Vac Monitoring system was used to find the issue.	Pit was diagnosed with having a bad controller.
2/15/25	453 Bahia Ave	Received a low vacuum alarm from Vac Station A	Tech Isolated tank valves to an area. Once determined they used the Fow Vac Monitoring to find the issue.	Pit was diagnosed with a bad valve.
2/16/25	1526 Shaw Dr	Received a low vacuum call from Vac Station D	Tech isolated the tank to determine an area. Once doing so they used the Flo Vac Monitoring to find the issue.	Pit was diagnosed with a bad valve.
2/22/25	222 Ryan Dr	Received a low vacuum call from vac station A	Using the Flo Vac Monitoring tech went straight to the issue.	Blockage in sensor tube.
			The remaining 3 generated calls: Are not under the monitoring system.	



Removal of the old exhaust filters. (Exhaust filters are part of our maintenance requirements that we do on our vacuum pumps 1 a year).



This picture shows the completion of the exhaust filters. Exhaust filters catch the oil vapors and any debris before it turns back into a liquid form and drains back into the return line.



Field techs providing assistance to Flo Vac with the installation of the Low Pressure Monitoring.

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

Meeting Date:
March 18, 2025

Agenda Item Number: K-2

Action Required:
Yes

Department:
Field Operations

Sponsor:
Rudy Perez

Subject:
ESRI Agreement Renewal

Summary:
Mr. Perez will request approval of the 3-year ESRI agreement.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 35,700.00
Expense
Funding Source:
District
Budgeted:
Yes

1. ESRI Agreement

Approved By: 
General Manager

Date: 3/11/2025



March 3, 2025

Brandon Curll
Key Largo Wastewater Treatment District
103355 Overseas Hwy
Key Largo, FL 33037-4762

Dear Brandon,

The Esri Small Utility Enterprise Agreement (SUEA) is a three-year agreement that will grant your organization access to Esri term license software. The EA will be effective on the date executed and will require a firm, three-year commitment.

Based on Esri's work with several organizations similar to yours, we know there is significant potential to apply Geographic Information System (GIS) technology in many operational and technical areas within your organization. For this reason, we believe that your organization will greatly benefit from an Enterprise Agreement (EA).

An EA will provide your organization with numerous benefits including:

- A lower cost per unit for licensed software
- Substantially reduced administrative and procurement expenses
- Complete flexibility to deploy software products when and where needed

The following business terms and conditions will apply:

- All current departments, employees, and in-house contractors of the organization will be eligible to use the software and services included in the EA.
- If your organization wishes to acquire and/or maintain any Esri software during the term of the agreement that is not included in the EA, it may do so separately at the Esri pricing that is generally available for your organization for software and maintenance.
- The organization will establish a single point of contact for orders and deliveries and will be responsible for redistribution to eligible users.
- The organization will establish a Tier 1 support center to field calls from internal users of Esri software. The organization may designate individuals as specified in the EA who may directly contact Esri for Tier 2 technical support.
- The organization will provide an annual report of installed Esri software to Esri.
- Esri software and updates that the organization is licensed to use will be automatically available for downloading.
- The fee and benefits offered in this EA proposal are contingent upon your acceptance of Esri's Small Utility EA terms and conditions.

- Licenses are valid for the term of the EA.

The terms and conditions in this Small Utility EA offer are for utilities with a total meter count which falls under the applicable tier in the Esri EA Small Utility Program. By accepting this offer, you confirm that your organization's meter count falls within this range on the date of signature and that you are therefore eligible for this pricing. If your organization's meter count does not fall within this range, please confirm your current meter count, and Esri will provide a revised quotation.

This program offer is valid for 90 days. To complete the agreement within this time frame, please contact me within the next seven days to work through any questions or concerns you may have.

To expedite your acceptance of this EA offer:

1. Sign and return the EA contract with a Purchase Order or issue a Purchase Order that references this EA Quotation and includes the following statement on the face of the Purchase Order:

"THIS PURCHASE ORDER IS GOVERNED BY THE TERMS AND CONDITIONS OF THE ESRI SMALL UTILITY EA, AND ADDITIONAL TERMS AND CONDITIONS IN THIS PURCHASE ORDER WILL NOT APPLY."

Have it signed by an authorized representative of the organization.

2. On the first page of the EA, identify the central point of contact/agreement administrator. The agreement administrator is the party that will be the contact for management of the software, administration issues, and general operations. Information should include name, title (if applicable), address, phone number, and e-mail address.
3. In the purchase order, identify the "Ship to" and "Bill to" information for your organization.
4. Send the purchase order and agreement to the address, email or fax noted below:

Esri	e-mail: service@esri.com
Attn: Customer Service SU-EA	fax documents to: 909-307-3083
380 New York Street	
Redlands, CA 92373-8100	

I appreciate the opportunity to present you with this proposal, and I believe it will bring great benefits to your organization.

Thank you very much for your consideration.

Best Regards,

Wendy McGuire | Account Manager
Esri | Charlotte, NC 28277 | USA
T 704 541 9810 X8657 | wmcguire@esri.com
THE SCIENCE OF WHERE ®



Quotation # Q-539070

Date: February 4, 2025

Customer # 365910 Contract #

Key Largo Wastewater Treatment District
103355 Overseas Hwy
Key Largo, FL 33037-4762

ATTENTION: Brandon Curll
PHONE: 786-298-4684
EMAIL: brandon.curll@klwtd.com

Environmental Systems Research Institute, Inc.
380 New York St
Redlands, CA 92373-8100
Phone: (909) 793-2853
DUNS Number: 06-313-4175 CAGE Code: 0AMS3

To expedite your order, please attach a copy of this quotation to your purchase order.
Quote is valid from: 2/4/2025 To: 5/5/2025

Material	Qty	Term	Unit Price	Total
168088	1	Year 1	\$11,900.00	\$11,900.00
Meter Counts of 0 to 10,000 Small Utility Enterprise Agreement Annual Subscription				
168088	1	Year 2	\$11,900.00	\$11,900.00
Meter Counts of 0 to 10,000 Small Utility Enterprise Agreement Annual Subscription				
168088	1	Year 3	\$11,900.00	\$11,900.00
Meter Counts of 0 to 10,000 Small Utility Enterprise Agreement Annual Subscription				

Subtotal:	\$35,700.00
Sales Tax:	\$0.00
Estimated Shipping and Handling (2 Day Delivery):	\$0.00
Contract Price Adjust:	\$0.00
Total:	\$35,700.00

Upon acceptance of the offer, Key Largo Wastewater Treatment District agrees to commit to the three-year term. Esri will invoice Key Largo Wastewater Treatment District for the annual fee in advance of each renewal year. Invoices are to be paid within thirty (30) days of receipt of the invoice.

Esri may charge a fee to cover expenses related to any customer requirement to use a proprietary vendor management, procurement, or invoice program.

For questions contact: Wendy McGuire	Email: wmcguire@esri.com	Phone: 704-541-9810 x8657
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The items on this quotation are subject to and governed by the terms of this quotation, the most current product specific scope of use document found at <https://assets.esri.com/content/dam/esrisites/media/legal/product-specific-terms-of-use/e300.pdf>, and your applicable signed agreement with Esri. If no such agreement covers any item quoted, then Esri's standard terms and conditions found at <https://go.esri.com/MAPS> apply to your purchase of that item. If any item is quoted with a multi-year payment schedule, then unless otherwise stated in this quotation, Customer is required to make all payments without right of cancellation. Third-party data sets included in a quotation as separately licensed items will only be provided and invoiced if Esri is able to provide such data and will be subject to the applicable third-party's terms and conditions. If Esri is unable to provide any such data set, Customer will not be responsible for any further payments for the data set. US Federal government entities and US government prime contractors authorized under FAR 51.1 may purchase under the terms of Esri's GSA Federal Supply Schedule. Supplemental terms and conditions found at <https://www.esri.com/en-us/legal/terms/state-supplemental> apply to some US state and local government purchases. All terms of this quotation will be incorporated into and become part of any additional agreement regarding Esri's offerings. Acceptance of this quotation is limited to the terms of this quotation. Esri objects to and expressly rejects any different or additional terms contained in any purchase order, offer, or confirmation sent to or to be sent by buyer. Unless prohibited by law, the quotation information is confidential and may not be copied or released other than for the express purpose of system selection and purchase/license. The information may not be given to outside parties or used for any other purpose without consent from Esri. Delivery is FOB Origin for customers located in the USA.

Esri Use Only:

Cust. Name _____
Cust. # _____
PO # _____
Esri Agreement # _____



**SMALL ENTERPRISE AGREEMENT
SMALL UTILITY
(E215-1)**

This Agreement is by and between the organization identified in the Quotation ("**Customer**") and **Environmental Systems Research Institute, Inc. ("Esri")**.

This Agreement sets forth the terms for Customer's use of Products and incorporates by reference (i) the Quotation and (ii) the Master Agreement. Should there be any conflict between the terms and conditions of the documents that comprise this Agreement, the order of precedence for the documents shall be as follows: (i) the Quotation, (ii) this Agreement, and (iii) the Master Agreement. This Agreement shall be governed by and construed in accordance with the laws of the state in which Customer is located without reference to conflict of laws principles, and the United States of America federal law shall govern in matters of intellectual property. The modifications and additional rights granted in this Agreement apply only to the Products listed in Table A.

**Table A
List of Products**

Uncapped Quantities (annual subscription)

Desktop Software and Extensions (Single Use)

ArcGIS Desktop Advanced
ArcGIS Desktop Standard
ArcGIS Desktop Basic
ArcGIS Desktop Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Publisher, ArcGIS Network Analyst, ArcGIS
Workflow Manager, ArcGIS Data Reviewer

Developer Tools

ArcGIS Runtime Standard
ArcGIS Runtime Analysis Extension

Enterprise Software and Extensions

ArcGIS Enterprise (Advanced and Standard)
ArcGIS Monitor
ArcGIS Enterprise Extensions: ArcGIS 3D Analyst,
ArcGIS Spatial Analyst, ArcGIS Geostatistical Analyst,
ArcGIS Network Analyst, ArcGIS Workflow Manager,
ArcGIS Data Reviewer

ArcGIS Enterprise Additional Capability Servers

ArcGIS Image Server

Capped Quantities (annual subscription)

ArcGIS Online User Types		ArcGIS Enterprise User Types	
ArcGIS Online Viewer User Type	10	ArcGIS Enterprise Creator User Type	10
ArcGIS Online Creator User Type	10		
ArcGIS Online Apps and Other		ArcGIS Enterprise Apps and Extensions	
ArcGIS Insights in ArcGIS Online	2	ArcGIS Insights in ArcGIS Enterprise	2
ArcGIS Location Sharing for ArcGIS Online	5	ArcGIS Location Sharing for ArcGIS Enterprise	5
ArcGIS Online Service Credits	5,000	ArcGIS Advanced Editing User Type Extension for ArcGIS Enterprise	10
ArcGIS Business Analyst		ArcGIS CityEngine	
ArcGIS Business Analyst Web App Standard Online	1	ArcGIS CityEngine Single Use	2

Other Benefits

Number of Esri User Conference registrations provided annually	1
Number of Tier 1 Help Desk individuals authorized to call Distributor	2

Customer may accept this Agreement by signing and returning the whole Agreement with (i) the Quotation attached, (ii) a purchase order, or (iii) another document that matches the Quotation and references this Agreement ("**Ordering Document**"). **ADDITIONAL OR CONFLICTING TERMS IN CUSTOMER'S PURCHASE ORDER OR OTHER DOCUMENT WILL NOT APPLY, AND THE TERMS OF THIS AGREEMENT WILL GOVERN.** This Agreement is effective as of the date of Esri's receipt of an Ordering Document, unless otherwise agreed to by the parties ("**Effective Date**").

Term of Agreement: Three (3) years

This Agreement supersedes any previous agreements, proposals, presentations, understandings, and arrangements between the parties relating to the licensing of the Products. Except as provided in Article 4—Product Updates, no modifications can be made to this Agreement.

Accepted and Agreed:

(Customer)

By: _____
Authorized Signature

Printed Name: _____

Title: _____

Date: _____

CUSTOMER CONTACT INFORMATION

Contact: _____

Telephone: _____

Address: _____

Fax: _____

City, State, Postal Code: _____

E-mail: _____

Country: _____

Quotation Number (if applicable): _____

1.0—ADDITIONAL DEFINITIONS

In addition to the definitions provided in the Master Agreement, the following definitions apply to this Agreement:

"Case" means a failure of the Software or Online Services to operate according to the Documentation where such failure substantially impacts operational or functional performance.

"Deploy", "Deployed" and "Deployment" mean to redistribute and install the Products and related Authorization Codes within Customer's organization(s).

"Fee" means the fee set forth in the Quotation.

"Maintenance" means Tier 2 Support, Product updates, and Product patches provided to Customer during the Term of Agreement.

"Master Agreement" means the applicable master agreement for Esri Products incorporated by this reference that is (i) found at <https://www.esri.com/en-us/legal/terms/full-master-agreement> and available in the installation process requiring acceptance by electronic acknowledgment or (ii) a signed Esri master agreement or license agreement that supersedes such electronically acknowledged master agreement.

"Product(s)" means the products identified in Table A—List of Products and any updates to the list Esri provides in writing.

"Quotation" means the offer letter and quotation provided separately to Customer.

"Technical Support" means the technical assistance for attempting resolution of a reported Case through error correction, patches, hot fixes, workarounds, replacement deliveries, or any other type of Product corrections or modifications.

"Tier 1 Help Desk" means Customer's point of contact(s) to provide all Tier 1 Support within Customer's organization(s).

"Tier 1 Support" means the Technical Support provided by the Tier 1 Help Desk.

"Tier 2 Support" means the Esri Technical Support provided to the Tier 1 Help Desk when a Case cannot be resolved through Tier 1 Support.

2.0—ADDITIONAL GRANT OF LICENSE

2.1 Grant of License. Subject to the terms and conditions of this Agreement, Esri grants to Customer a personal, nonexclusive, nontransferable license solely to use, copy, and Deploy quantities of the Products listed in Table A—List of Products for the Term of Agreement (i) for the applicable Fee and (ii) in accordance with the Master Agreement.

2.2 Consultant Access. Esri grants Customer the right to permit Customer's consultants or contractors to use the Products exclusively for Customer's benefit. Customer will be solely responsible for compliance by consultants and contractors with this Agreement and will ensure that the consultant or contractor discontinues use of Products upon completion of work for Customer. Access to or use of Products by consultants or contractors not exclusively for Customer's benefit is prohibited. Customer may not permit its consultants or contractors to install Software or Data on consultant, contractor, or third-party computers or remove Software or Data from Customer locations, except for the purpose of hosting the Software or Data on Contractor servers for the benefit of Customer.

3.0—TERM, TERMINATION, AND EXPIRATION

3.1 Term. This Agreement and all licenses hereunder will commence on the Effective Date and continue for the duration identified in the Term of Agreement, unless this Agreement is terminated earlier as provided herein. Customer is only authorized to use Products during the Term of Agreement. For an Agreement with a limited term, Esri does not grant Customer an indefinite or a perpetual license to Products.

3.2 No Use upon Agreement Expiration or Termination. All Product licenses, all Maintenance, and Esri User Conference registrations terminate upon expiration or termination of this Agreement.

3.3 Termination for a Material Breach. Either party may terminate this Agreement for a material breach by the other party. The breaching party will have thirty (30) days from the date of written notice to cure any material breach.

3.4 Termination for Lack of Funds. For an Agreement with government or government-

owned entities, either party may terminate this Agreement before any subsequent year if Customer is unable to secure funding through the legislative or governing body's approval process.

3.5 Follow-on Term. If the parties enter into another agreement substantially similar to this Agreement for an additional term, the effective date of the follow-on agreement will be the day after the expiration date of this Agreement.

4.0—PRODUCT UPDATES

4.1 Future Updates. Esri reserves the right to update the list of Products in Table A—List of Products by providing written notice to Customer. Customer may continue to use all Products that have been Deployed, but support and upgrades for deleted items may not be available. As new Products are incorporated into the standard program, they will be offered to Customer via written notice for incorporation into the Products schedule at no additional charge. Customer's use of new or updated Products requires Customer to adhere to applicable additional or revised terms and conditions in the Master Agreement.

4.2 Product Life Cycle. During the Term of Agreement, some Products may be retired or may no longer be available to Deploy in the identified quantities. Maintenance will be subject to the individual Product Life Cycle Support Status and Product Life Cycle Support Policy, which can be found at <https://support.esri.com/en/other-resources/product-life-cycle>. Updates for Products in the mature and retired phases may not be available. Customer may continue to use Products already Deployed, but Customer will not be able to Deploy retired Products.

5.0—MAINTENANCE

The Fee includes standard maintenance benefits during the Term of Agreement as specified in the most current applicable Esri Maintenance and Support Program document (found at <https://www.esri.com/en-us/legal/terms/maintenance>). At Esri's sole discretion, Esri may make patches, hot fixes, or updates available for download. No Software other

than the defined Products will receive Maintenance. Customer may acquire maintenance for other Software outside this Agreement.

a. Tier 1 Support

1. Customer will provide Tier 1 Support through the Tier 1 Help Desk to all Customer's authorized users.
2. The Tier 1 Help Desk will be fully trained in the Products.
3. At a minimum, Tier 1 Support will include those activities that assist the user in resolving how-to and operational questions as well as questions on installation and troubleshooting procedures.
4. The Tier 1 Help Desk will be the initial point of contact for all questions and reporting of a Case. The Tier 1 Help Desk will obtain a full description of each reported Case and the system configuration from the user. This may include obtaining any customizations, code samples, or data involved in the Case.
5. If the Tier 1 Help Desk cannot resolve the Case, an authorized Tier 1 Help Desk individual may contact Tier 2 Support. The Tier 1 Help Desk will provide support in such a way as to minimize repeat calls and make solutions to problems available to Customer's organization.
6. Tier 1 Help Desk individuals are the only individuals authorized to contact Tier 2 Support. Customer may change the Tier 1 Help Desk individuals by written notice to Esri.

b. Tier 2 Support

1. Tier 2 Support will log the calls received from Tier 1 Help Desk.
2. Tier 2 Support will review all information collected by and received from the Tier 1 Help Desk including preliminary documented troubleshooting provided by the Tier 1 Help Desk when Tier 2 Support is required.
3. Tier 2 Support may request that Tier 1 Help Desk individuals provide verification of information, additional information, or answers to additional questions to

supplement any preliminary information gathering or troubleshooting performed by Tier 1 Help Desk.

4. Tier 2 Support will attempt to resolve the Case submitted by Tier 1 Help Desk.
5. When the Case is resolved, Tier 2 Support will communicate the information to Tier 1 Help Desk, and Tier 1 Help Desk will disseminate the resolution to the user(s).

6.0—ENDORSEMENT AND PUBLICITY

This Agreement will not be construed or interpreted as an exclusive dealings agreement or Customer's endorsement of Products. Either party may publicize the existence of this Agreement.

7.0—ADMINISTRATIVE REQUIREMENTS

7.1 OEM Licenses. Under Esri's OEM or Solution OEM programs, OEM partners are authorized to embed or bundle portions of Esri products and services with their application or service. OEM partners' business model, licensing terms and conditions, and pricing are independent of this Agreement. Customer will not seek any discount from the OEM partner or Esri based on the availability of Products under this Agreement. Customer will not decouple Esri products or services from the OEM partners' application or service.

7.2 Annual Report of Deployments. At each anniversary date and ninety (90) calendar days prior to the expiration of this Agreement, Customer will provide Esri with a written report detailing all Deployments. Upon request, Customer will provide records sufficient to verify the accuracy of the annual report.

8.0—ORDERING, ADMINISTRATIVE PROCEDURES, DELIVERY, AND DEPLOYMENT

8.1 Orders, Delivery, and Deployment

- a. Upon the Effective Date, Esri will invoice Customer and provide Authorization Codes to activate the nondestructive copy protection program that enables Customer to download,

operate, or allow access to the Products. If this is a multi-year Agreement, Esri may invoice the Fee up to thirty (30) calendar days before the annual anniversary date for each year.

- b. Undisputed invoices will be due and payable within thirty (30) calendar days from the date of invoice. Esri reserves the right to suspend Customer's access to and use of Products if Customer fails to pay any undisputed amount owed on or before its due date. Esri may charge Customer interest at a monthly rate equal to the lesser of one percent (1.0%) per month or the maximum rate permitted by applicable law on any overdue fees plus all expenses of collection for any overdue balance that remains unpaid ten (10) days after Esri has notified Customer of the past-due balance.

- c. Esri's federal ID number is 95-2775-732.

- d. If requested, Esri will ship backup media to the ship-to address identified on the Ordering Document, FOB Destination, with shipping charges prepaid. Customer acknowledges that should sales or use taxes become due as a result of any shipments of tangible media, Esri has a right to invoice and Customer will pay any such sales or use tax associated with the receipt of tangible media.

8.2 Order Requirements. Esri does not require Customer to issue a purchase order. Customer may submit a purchase order in accordance with its own process requirements, provided that if Customer issues a purchase order, Customer will submit its initial purchase order on the Effective Date. If this is a multi-year Agreement, Customer will submit subsequent purchase orders to Esri at least thirty (30) calendar days before the annual anniversary date for each year.

- a. All orders pertaining to this Agreement will be processed through Customer's centralized point of contact.

- b. The following information will be included in each Ordering Document:

- (1) Customer name; Esri customer number, if known; and bill-to and ship-to addresses
- (2) Order number
- (3) Applicable annual payment due

9.0—MERGERS, ACQUISITIONS, OR DIVESTITURES

If Customer is a commercial entity, Customer will notify Esri in writing in the event of (i) a consolidation, merger, or reorganization of Customer with or into another corporation or entity; (ii) Customer's acquisition of another entity; or (iii) a transfer or sale of all or part of Customer's organization (subsections i, ii, and iii, collectively referred to as "**Ownership Change**"). There will be no decrease in Fee as a result of any Ownership Change.

- 9.1** If an Ownership Change increases the cumulative program count beyond the maximum level for this Agreement, Esri reserves the right to increase the Fee or terminate this Agreement and the parties will negotiate a new agreement.
- 9.2** If an Ownership Change results in transfer or sale of a portion of Customer's organization, that portion of Customer's organization will transfer the Products to Customer or uninstall, remove, and destroy all copies of the Products.
- 9.3** This Agreement may not be assigned to a successor entity as a result of an Ownership Change unless approved by Esri in writing in advance. If the assignment to the new entity is not approved, Customer will require any successor entity to uninstall, remove, and destroy the Products. This Agreement will terminate upon such Ownership Change.

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

Meeting Date:
March 18, 2025

Agenda Item Number: L-1

Action Required:
No

Department: Plant/Facilities Sponsor: Ryan Dempsey

Subject:
Plant/Facilities Report - February 2025

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

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By:  Date: 3/11/2025
General Manager

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.06 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

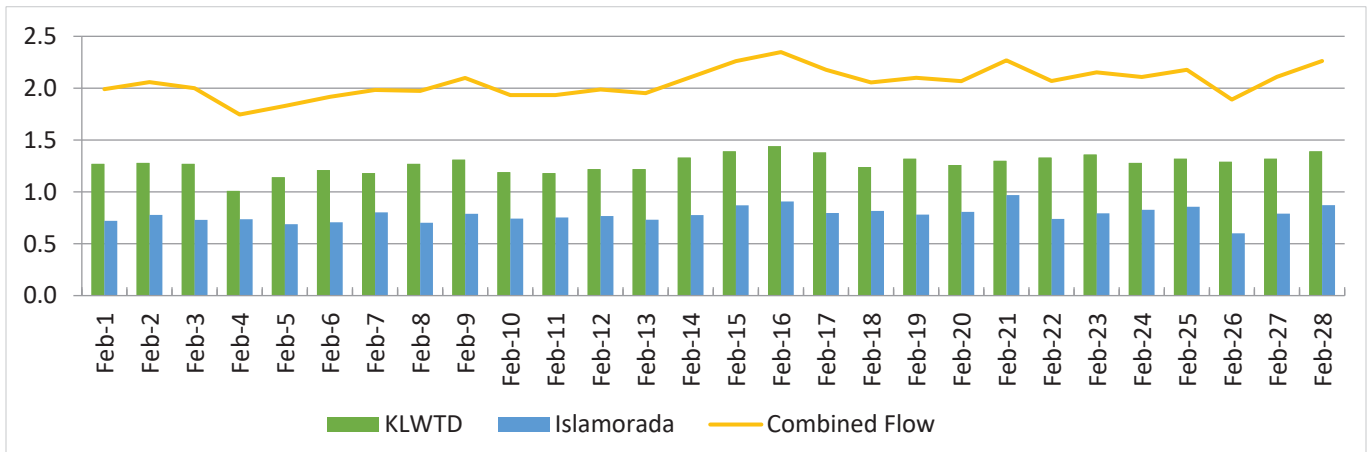
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

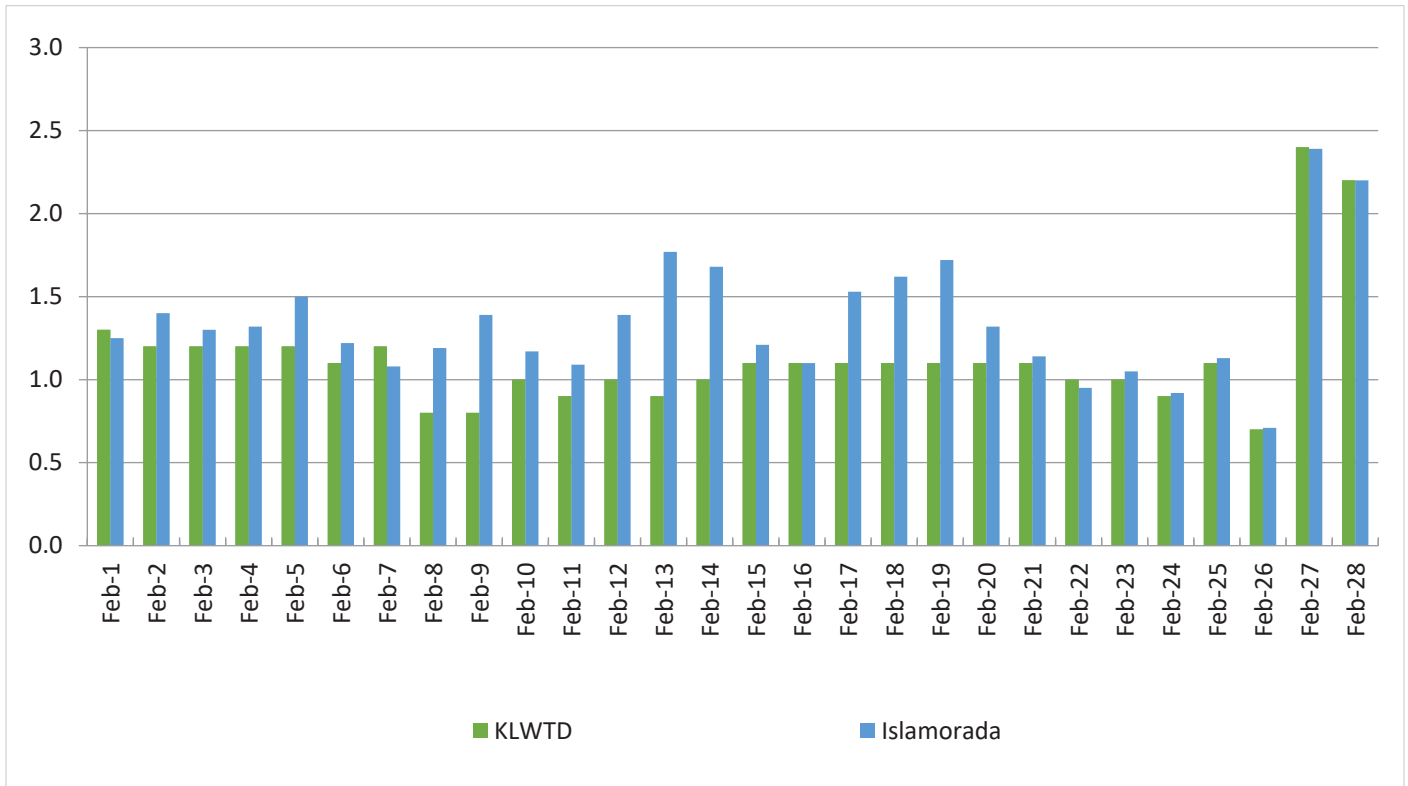
Effluent Quality Report	February 2025 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1.4	1.7	5
TSS (Total Suspended Solids)	1.1	1.2	5
TN (Total Nitrogen)	3.6	2.6	Report only
TP (Total Phosphorous)	.8	.7	Report only

Daily Flow (MGD)

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



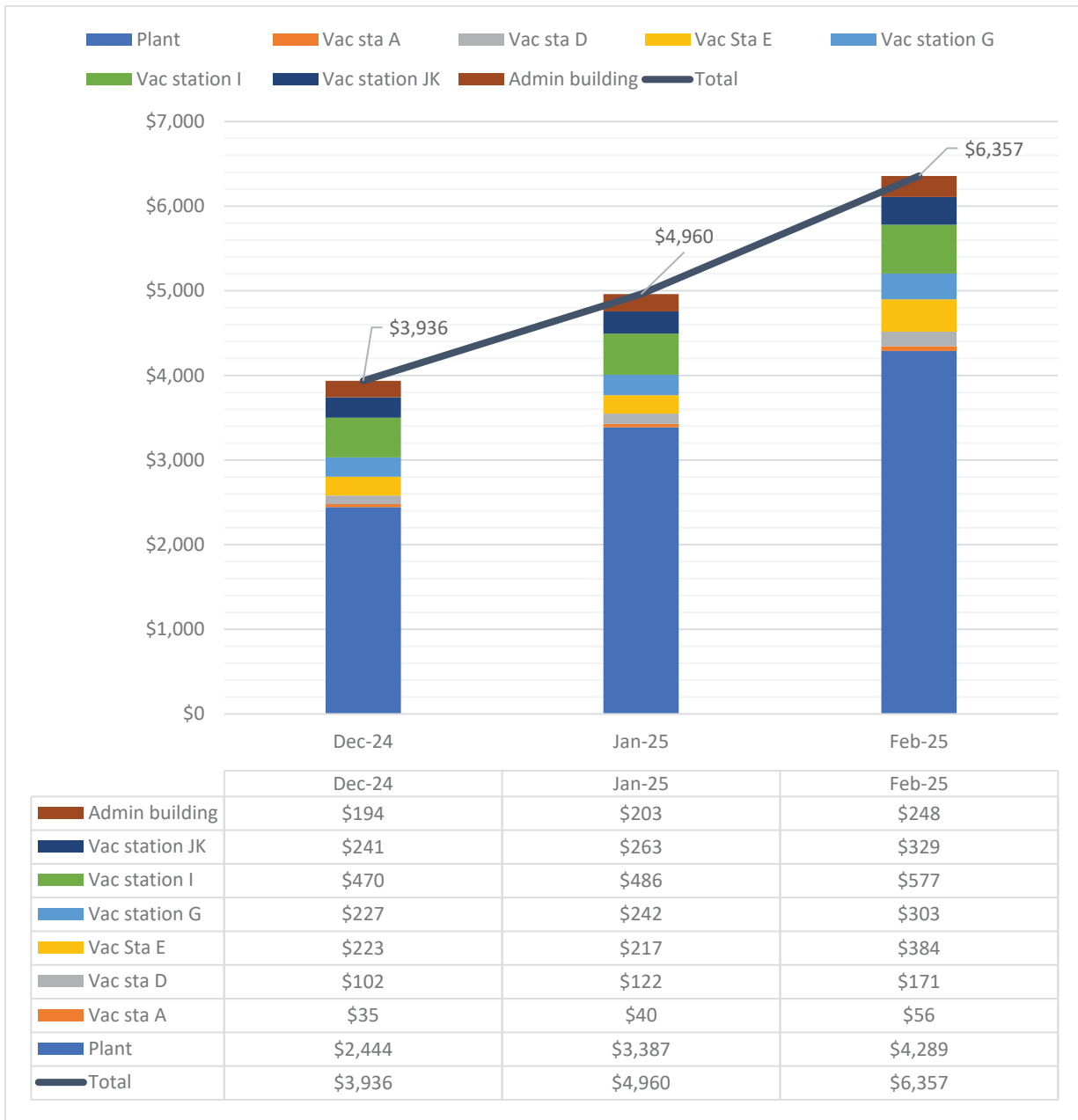
Daily Peak Salinity (PPT)
The daily peak salinity for the current month.



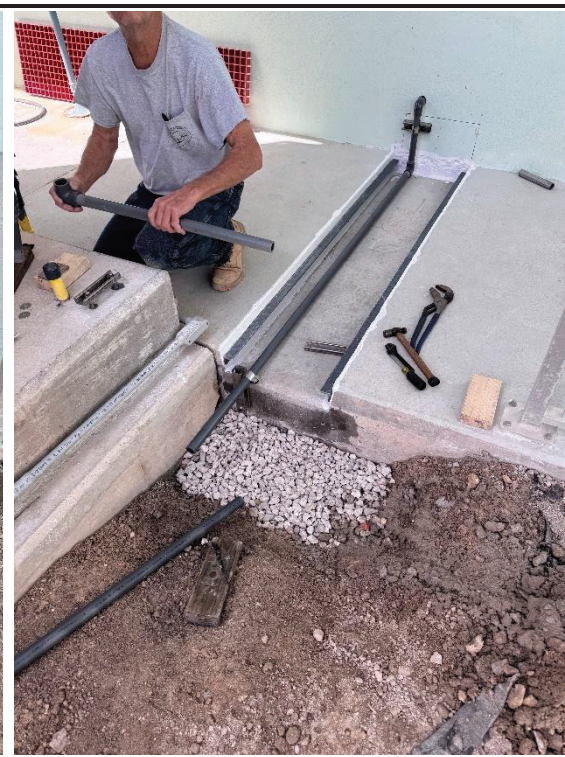
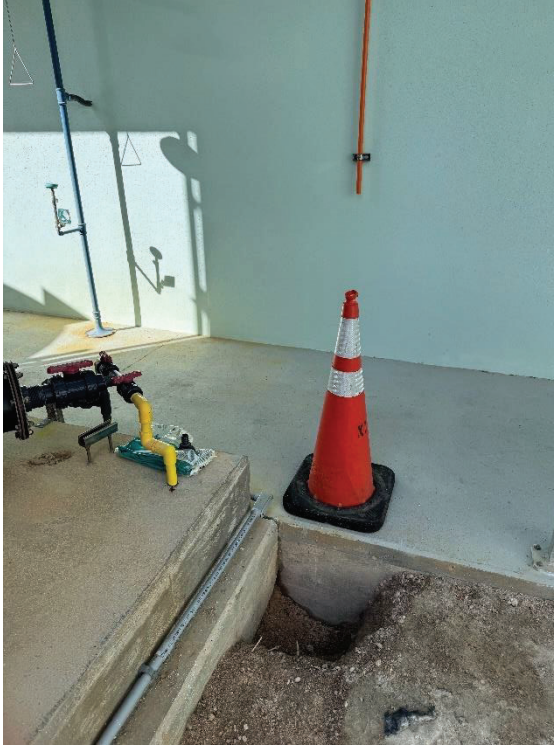
Islamorada

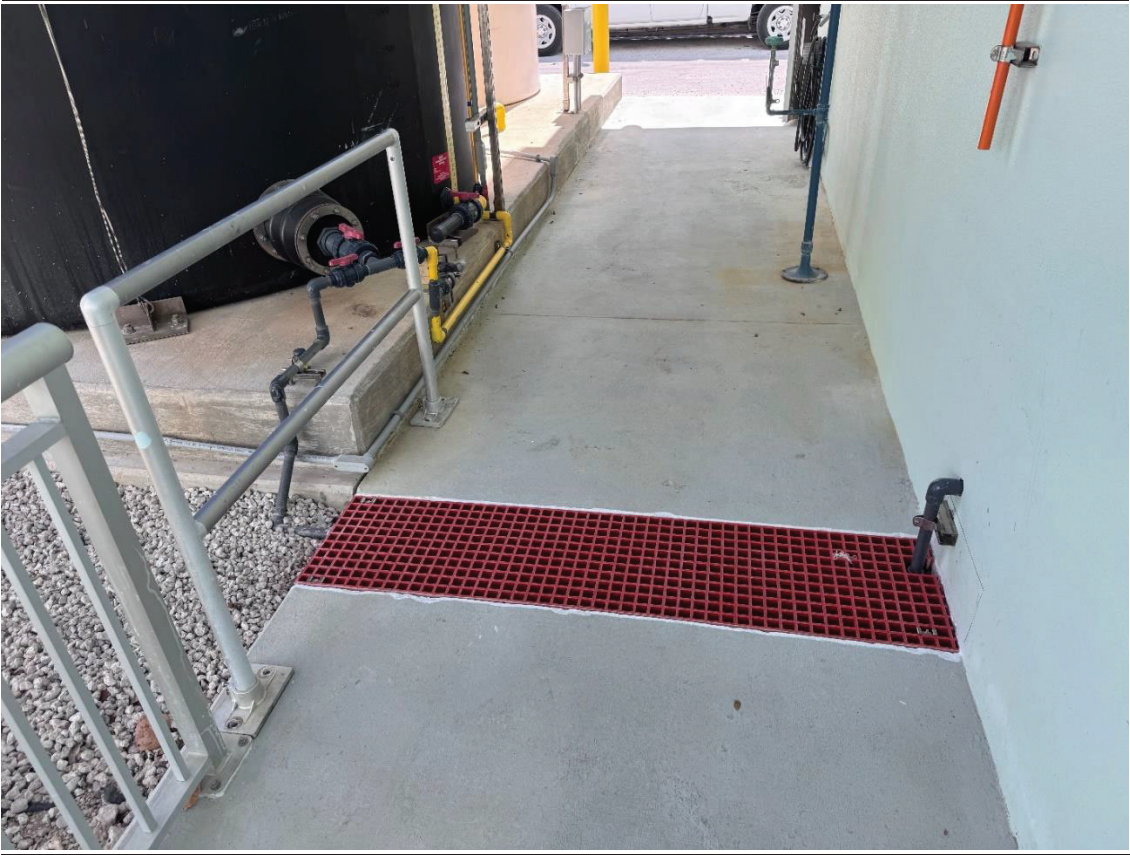
Average Daily Flow: .780 MGD
 Highest Daily Flow: .969 MGD
 Monthly Peak Salinity: 2.4 PPT
 Days over 4.0 PPT Salinity: 0
 3-month average of Islamorada flow capacity (1.104 MGD): 66%

Solar Production Report

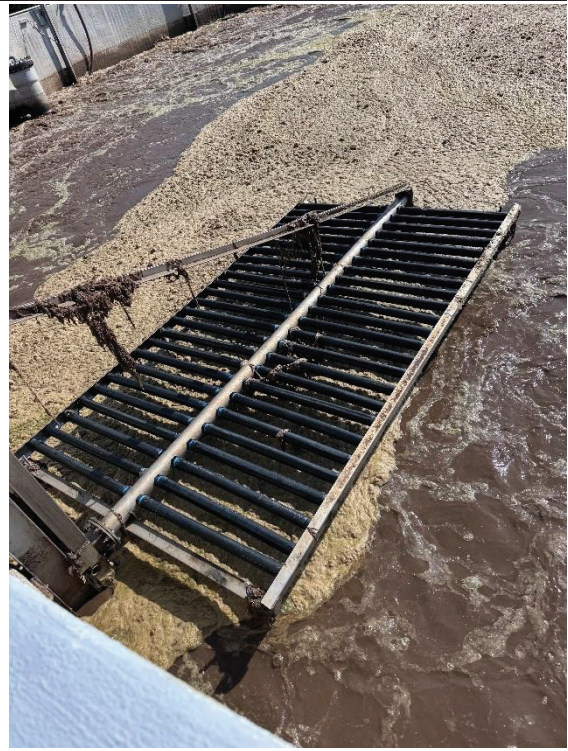


Plant Sodium Hypochlorite piping project





Air diffuser inspection and maintenance



Plant Operations building water piping and ceiling repair



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

Meeting Date:
March 18, 2025

Agenda Item Number: L-2

Action Required:
Yes

Department: Plant/Facilities Sponsor: Ryan Dempsey

Subject:
Spare VFD for the SBR Blowers Purchase

Summary:
Mr. Dempsey will request approval for the purchase of a spare VFD for the SBR Blowers.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 26,503.29
Expense
Funding Source:
N/A
Budgeted:
Yes

1. Mayer Electric Quote
2. Graybar Quote
3. Consolidated Electrical Distributors Quote

Approved By:  Date: 3/11/2025
General Manager

Prepared By:
ALAN PAGE
229 S RAILROAD AVE
Homestead, FL 33030
alanp@electricalsuppliesinc.com
D:305-246-2440

Proposal Name: ATV

Quote Name: ATV

Proposal Number: P-250210-5031522

Quote Number: Q-5700551

Quote Date: 02/10/2025

Through Addenda Number: 0

Sales Representative: Brayan Garcia

Conditions of Sale

This Quotation is subject to Coordinated Project Terms. See <https://www.se.com/us/en/download/document/0100PL0043/>

Quoted price in currencies other than U.S. Dollars is per the annual Schneider Electric exchange guidance. Quote is valid for 30 days. Quoted lead times are approximate and subject to change.

Schneider Electric reserves the right to amend, withdraw or otherwise alter this submission without penalty or charge as a result of any event beyond its control arising from or due to the current Covid-19 epidemic or events subsequent to this epidemic / pandemic including changes in laws, regulations, by laws or direction from a competent authority.

Pricing

Total DISTRIBUTOR SELL PRICE

\$26,503.29

Seq #	Qty	Product Description
1	1	Designation : Product Details :ATV930C31N4C-ATV930 IP00 315KW 400V-480



11250 NW 91ST ST
 MEDLEY FL 33178-1486
 Phone: 305-520-4800
 Fax: 305-520-4950

To: KEY LARGO WASTE WATER
 DO NOT SHIP 2X
 11250 NW 91st street
 MEDLEY FL 33178
 Attn: Beau Sponseller
 Phone:
 Fax:
 Email:

Date: 01/23/2025
Proj Name: KEY LARGO WASTE WATER -
GB Quote #: 0247926494
 Release Nbr:
 Purchase Order Nbr:
 Additional Ref#
 Valid From: 01/23/2025
 Valid To: 02/22/2025
 Contact: Joshua Byer
 Email: joshua.byer@graybar.com

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

Item	Item/Type	Quantity	Supplier	Catalog Nbr	Description	Price	Unit	Ext.Price
100	1 EA		SQUARE D CO.	ATV930C31N4C	SPEEDDRIVE TYPE1 500HP 400V/480V W/O-BC	\$33,105.42	1	\$33,105.42

GB Part #: 25962198 UPC #: 78590147560

Item Note: FROM FACTORY STOCK 2-3 WEEK LEAD TIME

Total in USD (Tax not included): \$33,105.42

This equipment and associated installation charges may be financed for a low monthly payment through Graybar Financial Services (subject to credit approval). For more information call 1-800-241-7408 to speak with a leasing specialist.

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24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.

To: KEY LARGO WASTE WATER
DO NOT SHIP 2X
11250 NW 91st street
MEDLEY FL 33178
Attn: Beau Sponseller

Date: 01/23/2025
Proj Name: KEY LARGO WASTE WATER -
GB Quote #: 0247926494

Proposal

We Appreciate Your Request and Take Pleasure in Responding As Follows

GRAYBAR ELECTRIC COMPANY, INC. TERMS AND CONDITIONS OF SALE

1. ACCEPTANCE OF ORDER; TERMINATION - Acceptance of any order is subject to credit approval and acceptance of order by Graybar Electric Company, Inc. ("Graybar") and, when applicable, Graybar's suppliers. If credit of the buyer of the goods or services ("Buyer") becomes unsatisfactory to Graybar, Graybar reserves the right to terminate upon notice to Buyer and without liability of Graybar.
2. GENERAL PROVISIONS - All typographical or clerical errors made by Graybar in any quotation, acknowledgment or publication are subject to correction. This agreement shall be governed by the laws of the State of Missouri applicable to contracts to be formed and fully performed within the State of Missouri, without giving effect to the choice or conflicts of law provisions thereof. All suits arising from or concerning this agreement shall be filed in the Circuit Court of St. Louis County, Missouri, or the United States District Court for the Eastern District of Missouri, and no other place unless otherwise determined in Graybar's sole discretion. Buyer hereby irrevocably consents to the jurisdiction of such court or courts and agrees to appear in any such action upon written notice thereof.
3. MODIFICATION OF TERMS AND CONDITIONS - These terms and conditions, and any associated statement of work, supersede all other communications, negotiations, and prior oral or written statements regarding the subject matter of these terms and conditions. No change, modification, rescission, discharge, abandonment, or waiver of these terms and conditions shall be binding upon Graybar unless made in writing and signed on its behalf by a duly authorized representative of Graybar. No conditions, usage of trade, course of dealing or performance, understanding or agreement, purporting to modify, vary, explain, or supplement these terms and conditions shall be binding unless hereafter made in writing and signed by the party to be bound. Any proposed modifications or additional terms are specifically rejected and deemed a material alteration hereof. If this document shall be deemed an acceptance of a prior offer by Buyer, such acceptance is expressly conditional upon Buyer's assent to any additional or different terms set forth herein.
4. PRICES AND SHIPMENTS - Prices for goods shall be those in effect at time of shipment, which shall be made F.O.B. shipping point, prepaid and bill. Delivery dates are subject to change and prices may increase between the time that a quote is given or an order is placed and the time of shipment. Buyer acknowledges and accepts this risk and agrees to pay the price of goods that is in effect at time of shipment in order to account for any price increases between the date of quote or order and the date of shipment. Unless otherwise indicated in the applicable quotation or statement of work, prices for services shall be those in effect at the time of completion. The contract price for goods and or services shall be increased by the amount of any applicable tariff, excise, fee, assessment, levy, charge or duty of any kind whatsoever, imposed, assessed or collected by any governmental body, whether or not reflected in the costs charged to Graybar, and Graybar may increase its cost for goods and or services appropriately to take into account such increases in Graybar's costs.
5. RETURNS - When Graybar ships returnable reels, a reel deposit may be included in the invoice. The Buyer should contact the nearest Graybar service location to return reels.
6. RETURN OF GOODS - Credit may be allowed for goods returned with prior approval. A deduction may be made from credits issued to cover cost of handling and restocking fees charged by the manufacturers of the goods. Returns will not be accepted for services or any material which has been modified at the request of or by Buyer. In addition, no custom orders may be returned, and goods must be in original packaging.
7. TAXES - Prices shown do not include sales or other taxes imposed on the sale of goods or services. Taxes now or hereafter imposed upon sales, shipments or services will be added to the purchase price. Buyer agrees to reimburse Graybar for any such tax or provide Graybar with acceptable tax exemption certificate.
8. PAYMENT TERMS - Payment terms shall be as stated on Graybar's invoice or as otherwise mutually agreed. As a condition of the sales agreement, a monthly service charge of the lesser of one and one-half percent (1.5%) or the maximum permitted by law may be added to all accounts not paid by net due date. Visa, MasterCard, American Express, and Discover credit cards are accepted at point of purchase only.
9. DELAY IN DELIVERY - Graybar is not to be accountable for delays in delivery occasioned by acts of God, failure of its suppliers to ship or deliver on time, or other circumstances beyond Graybar's reasonable control, including, but not limited to, sourcing, shipment or delivery issues caused by, related to, or resulting from COVID-19 or other similar national or global health situations. Factory shipment or delivery dates are the best estimates of our suppliers, and in no case shall Graybar be liable for any consequential or special damages arising from any delay in shipment or delivery.
10. CANCELLATION; CHANGES FOR SERVICES - Buyer may cancel or make changes to a statement of work up to five (5) business days prior to commencement of the work. All changes and cancellations after such date are subject to Graybar's prior written approval in Graybar's sole and absolute discretion. Buyer shall pay to Graybar amounts necessary to cover cancellation, restocking fees and other charges applicable to the cancelled goods or services including those incurred or committed to by Graybar.
11. SOFTWARE AND FIRMWARE - Graybar or the applicable third-party owner will retain all rights of ownership and title in its own intellectual property, including all copyrights relating to firmware and software and all copies of such firmware and software. Buyer acknowledges that all software is governed by terms expressly granted in the applicable agreement provided by such third-party owner or licensor and agrees to comply with any such terms and conditions in connection with the use or resale of such software. Graybar provides the software "AS IS" WITH ALL FAULTS, and the only warranties provided for software, if any, are provided by the third-party owner or licensor of such software. Although Graybar may collect fees relating to such software, the end user's agreement is with the third-party owner or licensor, and Buyer holds Graybar harmless from and against any claims arising out of or related to such firmware or software.
12. LIMITED WARRANTIES - Graybar warrants that all goods sold are free of any security interest and will make available to Buyer all transferable warranties (including without limitation warranties with respect to intellectual property infringement) made to Graybar by the manufacturer of the goods. Buyer acknowledges that the performance of any service which alters the manufacturer provided goods, as indicated in the statement of work, may void the manufacturer's warranty. Graybar shall use the same care and skill a similarly situated provider of like services would exercise following commonly accepted industry practices in the performance of its duties under this agreement. GRAYBAR MAKES NO OTHER EXPRESS OR IMPLIED WARRANTIES, AND SPECIFICALLY DISCLAIMS ALL IMPLIED WARRANTIES INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR PURPOSE, UNLESS OTHERWISE AGREED IN WRITING BY AN AUTHORIZED REPRESENTATIVE OF GRAYBAR.
13. PRODUCTS SOLD HEREUNDER ARE NOT INTENDED FOR USE IN OR IN CONNECTION WITH (1) ANY SAFETY APPLICATION OR THE CONTAINMENT AREA OF A NUCLEAR FACILITY, OR (2) IN A HEALTHCARE APPLICATION, WHERE THE GOODS HAVE POTENTIAL FOR DIRECT PATIENT CONTACT OR WHERE A SIX (6) FOOT CLEARANCE FROM A PATIENT CANNOT BE MAINTAINED AT ALL TIMES.
14. LIMITATION OF LIABILITY - Buyer's remedies under this agreement are subject to any limitations contained in manufacturer's terms and conditions to Graybar, a copy of which will be furnished upon written request. Furthermore, Graybar's liability shall be limited to either repair or replacement of the goods, re-performance of the services, or refund of the purchase price, all at Graybar's option, and IN NO CASE SHALL GRAYBAR BE LIABLE FOR INCIDENTAL, SPECIAL, OR CONSEQUENTIAL DAMAGES. In addition, claims for shortages, other than loss in transit, must be made in writing not more than five (5) days after receipt of shipment. Unless otherwise agreed in the applicable statement of work, acceptance of services will occur not more than five (5) days after completion of performance.
15. WAIVER - The failure of Graybar to insist upon the performance of any of the terms or conditions of this agreement or to exercise any right hereunder shall not be deemed to be a waiver of such terms, conditions, or rights in the future, nor shall it be deemed to be a waiver of any other term, condition, or right under this agreement.
16. ASSIGNMENT - Buyer shall not assign its rights or delegate its duties hereunder or any interest herein without the prior written consent of Graybar, and any such assignment, without such consent, shall be void.
17. CERTIFICATION - Graybar hereby certifies that these goods were produced in compliance with all applicable requirements of Sections 6, 7, and 12 of the Fair Labor Standards Act, as amended, and of regulations and orders of the United States Department of Labor issued under Section 14 thereof. This agreement is subject to Executive Order 11246, as amended, the Rehabilitation Act of 1973, as amended, the Vietnam Veterans' Readjustment Assistance Act of 1974, as amended, E.O. 13496, 29 CFR Part 471, Appendix A to Subpart A, and the corresponding regulations, to the extent required by law. 41 CFR 60-1.4, 60-741.5, and 60-250.5 are incorporated herein by reference, to the extent legally required.
18. FOREIGN CORRUPT PRACTICES ACT - Buyer shall comply with applicable laws and regulations relating to anti-corruption, including, without limitation, (i) the United States Foreign Corrupt Practices Act (FCPA) (15 U.S.C. §§78dd-1, et. seq.) irrespective of the place of performance, and (ii) laws and regulations implementing the Organization for Economic Cooperation and Development's Convention on Combating Bribery of Foreign Public Officials in International Business Transactions, the U.N. Convention Against Corruption, and the Inter-American Convention Against Corruption in Buyer's country or any country where performance of this agreement or delivery of goods will occur.
19. EXPORTING - Buyer acknowledges that this order and the performance thereof are subject to compliance with any and all applicable United States laws, regulations, or orders. Buyer agrees to comply with all such laws, regulations, and orders, including, if applicable, all requirements of the International Traffic in Arms Regulations and/or the Export Administration Act, as may be amended. Buyer further agrees that if the export laws are applicable, it will not disclose or re-export any technical data received under this order to any countries for which the United States government requires an export license or other supporting documentation at the time of export or transfer, unless Buyer has obtained prior written authorization from the United States Office of Export Control or other authority responsible for such matters.

Signed: _____

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24-Hour Emergency Phone#: 1-800-GRAYBAR

Subject to the standard terms and conditions set forth in this document. Unless otherwise noted, freight terms are F.O.B. shipping point prepaid and bill. Unless noted the estimated ship date will be determined at the time of order placement. All material received by and held in our warehouse must be shipped or billed to the customer within 60 days from such receipt, or storage and handling fees in effect at such time may apply.

CONSOLIDATED ELECTRICAL DISTRIBUTORS
110 PORTO SALVO DRIVE
ISLAMORADA FL 33036
TEL: 305 946-1930 FAX: 999 999-9999

SLS: 8080
INSL: 1000
BY: NG
FOB: SHIPPING POINT
FRT: PREPAID

PAGE: 001 OF 001
QUOTE #: 1005748
DATE: 01/23/25
REV #: 002
REV DATE: 01/23/25

CONTACT: NICK GRAYSON

QUOTE FOR: COD SALES

ACCT #: TS-78207 COD SALES

SHIP NAME: KEY LARGO WASTEWATER TRE

QUOTE EXPIRES 02/22/2025

110 PORTO SALVO DRIVE
ISLAMORADA, FL 33036

CUS PO #:
JOB NAME:

LN	QTY	MFR	CATALOG #/DESCRIPTION	PRICE	UOM	EXT AMT
01	1	SQD	ATV930C31N4C VARIABLE SPEED DRIVE	30,850.00	E	30,850.00
MDSE:						30,850.00
TAX:						0.00
TOTAL:						30,850.00

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

Meeting Date:
March 18, 2025

Agenda Item Number: M-1

Action Required:
No

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Capital Projects Report - February 2025

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

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Monthly Report

Approved By:  Date: 3/11/2025
General Manager

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through February 2025

Current Capital Projects

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Vacuum Stations Modifications (LPA0136)	\$ 3,155,800.00	\$3,270,999.76	\$305,000.00	\$3,575,999.76
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$296,446.25	\$2,478,994.07	\$800,559.44	78%

- The VPS modifications project was awarded to Reynolds Construction in the amount of \$3,155,800.00. The Agreement and the Notice to Proceed were both executed on May 18, 2023.
- Reynolds worked through the period to complete corrections for the open items from a previous site visit including installing pipe straps and supports, routing force main piping at Vac Station A, and coating piping and fittings.
- In February, WEC finalized the SOP draft and exhibits for AirVac to review, assume responsibility, and add any necessary details. The SOP includes safety upgrades, such as interlocking safety switches on odor control and vacuum line valves, ensuring proper emergency trailer operation.
- WEC worked with Reynolds to obtain pricing for a blow-off valve, valve position indicators, and the main trailer power disconnects to be included in an upcoming change order.
- VPS punch list walkthrough is scheduled with KLWTD, Reynolds, and WEC staff for the 3/12.
- Reynolds, Benson, WEC staff and KLWTD staff attended the construction progress meetings on February 13th and February 27th.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Collection System Monitoring (LPA0424)	\$7,575,677.00	\$9,581,965.61	\$850,000.00	\$10,431,965.61
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$840,765.00	\$7,558,883.34	\$2,032,317.27	81%

- Work was completed in Basins A, B, D, G, H, F, I and JK
- Current Status:
 - Basin A: **293** installed (Basin complete)
 - Basin B: **383** installed (Basin complete)
 - Basin C: **48** installed (Basin in progress)
 - Basin D: **240** installed (Basin complete)
 - Basin E: **287** installed (Basin in progress)
 - Basin F: **339** installed (Basin complete)
 - Basin G: **231** installed (Basin complete)
 - Basin H: **45** installed (Basin complete)
 - Basin I: **225** installed (Basin complete)
 - Basin J/K: **437** installed (Basin Complete)
 - Total project installed: **2,528** out of **2,984**
 - **Sensor installation is approx. 85 % complete (Note: This is only sensors and does not include other aspects of the project)**
- During February, Flovac, IVC, WEC, and KLWTD completed walkthroughs in Basin E0 (KLTV & KLTP). Punchlist was distributed and Substantial Completion is forthcoming.
- Following completion of the punchlist items in Basin JK, the Final Completion documentation was fully executed in February.
- Flovac and IVC began working in Basin C, starting with sub basin C-1 (Bass Ave, Jewfish Ave, and Snapper Ave). Crews installed conduit and monitoring equipment, and rebuilt valves were installed.
- Valve rebuilds continued – 1,140 rebuilds completed. Continuing to target approx. 10-15 per day. Biweekly construction progress meetings were held on February 11th and 25th and attended by KLWTD, WEC, Flovac and Island Villa staff.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Effluent Filtration Upgrades (LPA0243)	\$ 3,043,820.00	\$3,332,095.76	\$410,000.00	\$3,742,095.76
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$401,643.75	\$2,659,183.12	\$681,268.89	82%

- The Effluent Filtration Upgrades project was awarded to Reynolds Construction in the amount of \$3,043,820.00 on May 15, 2023.
- Pipe supports were installed throughout the period.
- Holes for the footers of the access walkway/stairs have been temporarily filled with #57 stone until the footers are ready to be poured.
- Coating of piping materials continued throughout February and was tested by WEC inspector and areas of low millage were marked with tape for recoating.
- In February, the filter deck drain piping was routed into the sump of the existing plant pump station vault. Both the filter deck drain piping and the filter drains which tie into the backwash piping were coated with Tnemec paint.
- Reynolds coated the slab underneath the elevated filter platform and recoated the deep injection well pad with Tnemec paint and primer.
- Benson Electric worked on installing conduit for the flow meter and grounding rod, as well as pulling power and control wiring for the turbidimeter and flow meter display.
- Aqua Aerobics completed the programming upload of the filter, flow meter, valve position indicators, and turbidity meter into SCADA. WEC provided I&C checklists for testing alarms and programming all the new equipment into SCADA.
 - Initial I&C testing occurred on 1/30 and revealed the need for more work to be done before completing the checklist. Programming work continued throughout the month of February and I&C testing will be conducted when all programming is completed and issues resolved with the filter.
- Reynolds, Benson Electric, WEC staff and KLWTD staff attended the construction progress meetings on February 13th and February 27th.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Grinder Pump Lateral Kits Replacement Project	\$346,065.33	\$332,941.12	\$138,496.25	\$477,941.12
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$138,496.25	\$332,941.12	\$0.00	100%

- The Grinder Pump Lateral Kits Replacement Project was awarded to Page Excavation in the amount of \$346,065.33. The Agreement was executed on the 1st of July 2024. The Notice to Proceed was executed on the 12th of July 2024.
- CO #1 was approved for the ODP of the Stainless-Steel Lateral Kits for the project in September.
- Construction started for this project on 10/01/2024.
- WEC held a meeting with FJ Nugent on January 24th to discuss the sacrificial anode kits to be used as cathodic protection in the valve boxes that are at low elevations. FJ Nugent agreed to WEC suggestions for the anode kit and to put together a quote for each kit. WEC has been surveying elevations of valves to develop a list of valves that will be immersed in saltwater. It is anticipated that FJ Nugent will prepare sacrificial anode kits for installation by District staff. WEC Staff completed a count of valves to use anode protection based on the ground water table and tide in the surrounding keys.
- The deductive change order (CO #2) was sent the board for approval at the first board meeting in February and approved in order to balance the contract.
- A punch list walkthrough was completed the first week in February with final closeout being completed in early February.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Power Conditioning and Electrical Upgrades at the WWTP (LPA0426)	\$2,670,450.00	\$2,670,450.00	\$485,000.00	\$4,359,916.00
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$297,407.30	N/A	N/A	1%

- The Power Conditioning and Electrical Upgrades at the WWTP was awarded to Pedro Falcon in the amount of \$2,670,450.00 on January 29th, 2025.
- Pre-construction meeting was held on February 7th, 2025.
- The start date was February 10th, 2025, and Pedro Falcon is anticipating having a CPM schedule when the bulk of the equipment is ordered and after some exploration is completed on site for lighting and conduit routing.
- Pedro Falcon has begun to submit products to be used for the project and WEC staff has reviewed the submittals that have been received.
- Pedro Falcon has begun trenching the areas for the new installation of the site lighting and other exploratory trenching.
- WEC has discussed the upcoming change order details with Pedro Falcon, including the addition of:
 - Additional switch panel needed to isolate the Sure Volt unit.
 - Camlock connection switch box to be used in case of loss of grid and on-site generator power which will allow for plugging in a mobile generator to power the plant.
 - Fire suppression system in the proposed ATS, Sure Volt, 2 switch panels, and the camlock connection switch box.
- Pedro Falcon, KLWTD and WEC staff attended the construction progress meeting on February 26th, 2025.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Vacuum Stations Odor Control	TBD	TBD	TBD	TBD
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete
	\$TBD	N/A	N/A	0%

- The Odor Control project went out to bid on December 9th, 2024.
- The pre-bid meeting was held on January 8th, 2025, at 10am.
- The bids were due on February 4th, 2025 by 2:00pm. Two bids were received.
- Bid packages were examined for responsiveness and responsibility. All bidders were found to be responsive and responsible. A bid ranking meeting was scheduled for February 11th, 2025 at 2:00pm.
- Total Estimated Construction Cost: \$3,939,280.00
- The bid amount in the proposals were received as shown below:
 - Belle Construction: Total Bid: \$4,009,141.26
 - Reynolds Construction: Total Bid: \$4,417,000.00
- The proposal ranking committee ranked the proposals on February 11th, 2025 and recommended that the project be awarded to Belle Construction.

Upcoming Construction Projects

Project	Estimated Total Cost	Status
Direct Potable Reuse Demonstration Project	\$1,504,301.25 (Anticipated)	The district has budgeted funds for a demonstration project to produce potable water from the WWTP’s treated effluent. 2021 Florida legislation established Direct Potable Reuse (DPR) as a preferred effluent disposal method and provides for DPR projects to be eligible for grant funding, treating WWTP effluent as an Alternative Water Supply. The district has applied for a planning grant for this project and has requested grant funding to be allocated for the design, permitting, and construction of the DPR demonstration project. Initial estimates indicate that the volume of water produced in the DPR demonstration project would be in the range of 150,000 to 250,000 GPD.
EQ Tank and Headworks Project	\$4,500,000 (Anticipated)	The EQ Tank and Headworks Project involves the installation of new headworks as an upgrade to the current headworks at the KLWTD WWTP. This project also involves the installation of an influent EQ tank to regulate flow. This project is currently in the design phase with preliminary site plans and structural drawings for the EQ tank. Shop drawings have been received from Hydrodyne, and a center flow screen has been selected for the headworks screening, which will reduce the footprint of the headworks space and has a higher catch rate and efficiency than the existing headworks. Due to a lack of a decision by Islamorada on the NPK booster station design, the District is moving forward with completing design, with incorporation of an additive alternate scope of work should Islamorada decide to keep the current booster pump design. Permitting efforts are underway with FDEP.
Blower Room Modifications Project	\$250,000 (Anticipated)	The KLWTD staff has requested the addition of an access door behind blower #4 to better service the blower. Currently, the other blowers must be removed to access blower #4. These modifications will allow for more efficient service of the blowers. This project is currently in the preliminary design phase.



Figure 1. Extended Force main at Vacuum Station A to Front of Building



Figure 2. Rebuilt Valve Rack in Flovac Trailer



Figure 3 and 4. Compacting Installed Asphalt with Double Steel Wheel Roller/Compactor on #8 Miami Dr.



Figure 5 and 6. New Drain Piping for Filter to Tie Into Backwash Pipe Coated



Figure 7 and 8. New Filter Platform Drain Line Installed and Coated



Figure 9 and 10. Conduit Connected to New Flow Meter Display to Flow Meter with Control and Power Wiring



Figure 11 and 12. Exploratory Trenching to Expose Conduits Between Light Poles

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

Meeting Date:
March 18, 2025

Agenda Item Number: N-1

Action Required:
Yes

Department:
Engineering

Sponsor:
Steve Suggs

Subject:

Vacuum Stations Odor Control Project Recommendation of Award

Summary:

The Key Largo Wastewater Treatment District plans to upgrade its odor control systems at the Vacuum Stations. Weiler Engineering recommends awarding the Vacuum Stations Odor Control Project to Belle Construction Services, LLC, in the amount of \$2,218,360.89 for their base bid with a potential total cost of \$4,009,141.26, with the option for the Board to approve any or all additive alternates at its discretion.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 4,009,141.26
Expense
Funding Source:
Grant(s)
Budgeted:
Partially

1. Recommendation of Award Memo
2. Notice of Intent to Award

Approved By: 
General Manager

Date: 3/11/2025



MEMORANDUM

To: Peter Rosasco, General Manager
From: Steve Suggs, P.E.
Date: March 11th, 2025
Re: Recommendation of Award for Vacuum Stations Odor Control Project

The Key Largo Wastewater Treatment District is undertaking improvements to their Odor Control Systems at Vacuum Stations A and D. Included as additive alternates are Vacuum Stations E, G, I, and JK. At Vacuum Station A and D, these upgrades include the replacement of the existing generator, its accessories, and the odor control system. Additionally, the building at Vacuum Station A will be extended to accommodate these improvements and the Generator and Odor Control Systems will be placed outdoors at both stations in the interest of preventing hazardous confined space conditions.

The District issued a Request for Proposals (RFP) for the Vacuum Stations Odor Control Project on December 6th, 2024. A mandatory pre-bid meeting was held on January 8th, 2025, offering potential bidders a comprehensive overview of the project and an opportunity to ask questions. The bid submission deadline was set for February 4th, 2025, for interested contractors.

Several firms expressed interest in the project, including Reynolds Construction, Belle Construction Services, Pedro Falcon, TLC Diversified, and Key Honey Contracting. At the submission deadline, Reynolds Construction and Belle Construction Services were the two bidders to submit proposals of which the base bid amounts were within six percent (6%) of the Engineer’s Estimate. After a thorough review, the bids submitted by each bidder were determined to be both responsive and responsible by WEC staff. Each proposal was then sent to the bid ranking committee, Alexis Connor (WEC Engineer Project Manager), Ryan Dempsey (KLWTD Plant Operations and Facilities Manager), and Rudy Perez (KLWTD Field Operations Manager).

Submitted Proposals			
Company	Responsive and Responsible?	Base Bid Amount	Total Bid Amount
Belle Construction Services, LLC	Y	\$2,218,360.89	\$4,009,141.26
Reynolds Construction, LLC	Y	\$2,488,000.00	\$4,417,000.00
Engineers Estimate	N/A	\$2,339,280.00	\$3,939,280.00

After consideration from the ranking committee, the KLWTD General Manager approved the final ranking and recommended presenting the result to the KLWTD Board of Commissioners for final approval. Below are the scoring results of the Bid-Ranking Meeting:



Scoring Sheet for Belle Construction Services' Proposal						Scoring Sheet Reynolds Construction's Proposal					
Section No.	Description	Max Points	Alexus Connor	Rudy Perez	Ryan Dempsey	Section No.	Description	Max Points	Alexus Connor	Rudy Perez	Ryan Dempsey
1	Executive Summary	5	5	5	5	1	Executive Summary	5	5	5	5
2	Relevant Past Experience and References	10	8	10	9	2	Relevant Past Experience and References	10	10	10	10
3	Project Methodology and Management Approach	10	8	10	10	3	Project Methodology and Management Approach	10	10	10	10
4	Key Personnel Qualifications and Project Staffing	5	4	5	5	4	Key Personnel Qualifications and Project Staffing	5	5	4	5
5	Litigation and Financial Information	10	10	10	10	5	Litigation and Financial Information	10	10	10	10
6	KLWTD Forms	0	0	0	0	6	KLWTD Forms	0	0	0	0
Cost	\$2,218,360.89	60	60	60	60	Cost	\$2,488,000.00	60	54	54	54
Individual Total Score:			95	100	99	Individual Total Score:			94	93	94
Weighted Total Score:			98			Weighted Total Score:			94		

The following outline of Belle Construction Services' Proposal breaks down their pricing by Vacuum Station. Vacuum Stations E, G, I, and JK are included as Additive Alternates to the Base Bid, with their approval subject to the discretion of the KLWTD Board.

Belle Construction Services Bid Price Breakdown	
Mobilization/Demobilization, Bonds & Insurance, & Acruelog Sensor	\$150,620.00
Vacuum Station A:	\$1,136,792.95
Vacuum Station D:	\$930,947.94
Base Bid Sub-Total:	\$2,218,360.89
Vacuum Station E:	\$481,220.34
Vacuum Station G:	\$420,711.88
Vacuum Station I:	\$417,709.68
Vacuum Station JK:	\$471,138.47
Additive Alternate Sub-Total:	\$1,790,780.37
Complete Bid Total:	\$4,009,141.26

In Summary, Belle's proposal has been determined to meet all project requirements. The ranking committee has recommended that the project be awarded to Belle Construction Services in the amount of \$2,218,360.89 up to a potential total of \$4,009,141.26 dependent on the Boards decision on the project Additive Alternates. WEC agrees with the ranking committee's recommendation and would like the Board to consider the Additive Alternates bearing in mind



that the current odor control systems are approaching the end of their life cycle and will require the proposed changes whether that be as a part of this project or within the coming years.

Key Largo Wastewater Treatment District

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



March 18, 2025

NOTICE OF INTENT TO AWARD

Solicitation Title	KLWTD Vacuum Stations Odor Control Project
Procurement Method	Request for Proposal (RFP)
Solicitation Number	RFP-03105.078.200-0-2025/DC
Contracting Entity	Key Largo Wastewater Treatment District
Solicitation Submission Deadline	February 4, 2025 at 2:00PM EST
Solicitation Opening Day & Time	February 4, 2025 at 2:00PM EST

The following Proposers submitted responses to the above Solicitation:

Name	Street Address	City, State, Zip
Reynolds Construction, LLC	12421 San Jose Blvd, Ste 200B	Jacksonville, FL 32223
Belle Construction Services, LLC	95175 Overseas Highway	Key Largo, FL 33037

After taking into consideration the evaluation factors set forth in the Solicitations described above and the responses submitted by the Proposers listed above, at its regularly scheduled meeting held on March 18th, 2025, the Board of Commissioners of the Key Largo Wastewater Treatment District voted to authorize the District Engineer to enter contract negotiations with Belle Construction Services.

Proposers are hereby notified that in accordance with the KLWTD's Procurement Policy and the Solicitation documents, they have limited rights to protest the Intent of Award. **A protest may be filed no later than TEN (10) CALENDAR DAYS after receipt of oral or written notification of the Intent to Award.** A protest must comply with the requirements of Section 4-401.02.2 of the KLWTD Procurement Policy, which can be found online at www.klwtd.com.

This Notice of Intent to Award is subject to execution of a written contract and, as a result, this Notice does NOT constitute the formation of a contract between the KLWTD and the apparent successful Proposer. The apparent successful Proposer shall not acquire any legal or equitable rights relative to the Solicitation and/or Notice of Intent to Award until a contract containing terms and conditions acceptable to the KLWTD is executed. If the apparent successful Proposer fails to negotiate and execute a contract with the KLWTD, the KLWTD may revoke the award and award the contract to the next highest ranked Proposer or reject all proposals. The KLWTD further reserves the right to cancel this Notice of Intent to Award at any time prior to the execution of a written contract.

The apparent successful Proposer is instructed not to begin work, purchase materials, or enter into subcontracts relating to the project until both the Proposer and the Key Largo Wastewater Treatment District have signed the contract.

This Notice of Intent to Award is being transmitted to all the Proposers listed above via the USPS, by ordinary mail, to the addresses shown in their Proposals, and is being posted to DemandStar on this date.

The Key Largo Wastewater Treatment District would like to thank all the Proposers for their time and effort in preparing a response to this solicitation. We appreciate your interest in doing business with the District. We invite you to contact the KLWTD if you would like additional information or have any questions about the evaluation process.

Sincerely,

Laura Weinstock
Project Administration
Email: clerk.rfp@klwtd.com
Phone: (305) 451-4019 Ext 307

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

Meeting Date:
March 18, 2025

Agenda Item Number: O-2

Action Required:
Yes

Department:

Legal

Sponsor:

Nicholas W. Mulick, Esq.

Subject:

Proposed Amendments to District General Rules and Regulations

Summary:

The Board will consider adoption of amendments to the District General Rules and Regulations to clarify certain provisions; revise certain sections to reflect changes in District policies; correct scrivener's errors; and correct grammatical errors.

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. Proposed amended Rules and Regulations
2. Red-lined version of proposed amended Rules and Regulations

Approved By: 
General Manager

Date: 3/11/2025

RESOLUTION NO. 05-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING THE KEY LARGO WASTEWATER TREATMENT DISTRICT GENERAL RULES AND REGULATIONS; TO CLARIFY CERTAIN PROVISIONS; REVISE CERTAIN SECTIONS TO REFLECT DISTRICT POLICY CHANGES; CORRECT SCRIVENER’S ERRORS; CORRECT GRAMMATICAL ERRORS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Section 4 (2) of the Key Largo Wastewater Treatment District (“the District”) Charter authorizes the District Board of Commissioners (“the Board”) to adopt rules and regulations necessary for the effective exercise of its powers; and

WHEREAS, the District has promulgated General Rules and Regulations (“the Rules”) pursuant to Section 4 (2); and

WHEREAS, upon review of the Rules, the Board has determined there is a need to update the Rules to clarify certain provisions of the Rules; implement changes in District policies and procedures; revise certain sections of the Rules to correct scrivener’s errors and correct grammatical errors; and

WHEREAS, the Board believes it is in the best interests of the District and its customers to amend the Rules as reflected in Exhibit “A” to this Resolution.

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. AMENDED DISTRICT RULES AND REGULATIONS. The District General Rules and Regulations are amended in the form attached hereto as “Exhibit A.”

Section 3. EFFECTIVE DATE. Key Largo Wastewater Treatment District General Rules and Regulations, as amended herein, shall become effective immediately.

Section 4. RATIFICATION. Except as amended herein, all of the terms, provisions, and requirements of the District General Rules and Regulations are hereby ratified and shall remain in full force and effect.

Section 5. AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designees and General Counsel are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

RESOLVED AND ADOPTED THIS 18 DAY OF MARCH 2025.

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

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

The Chairman thereupon declared this Resolution duly passed and adopted the 18th day of March 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

ATTEST:

Approved as to form and legal sufficiency:

Shannon McCully, Clerk

Nicholas W. Mulick, General Counsel

SEAL

EDITED 3/8/2025 37thDRAFT

redline/blueline

FINAL DRAFT

Key Largo Wastewater Treatment District General Rules and Regulations



~~March 2023~~

APRIL 2025

These General Rules and Regulations supersede all previous versions.

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Article I. General

Section 1.01 District Description and Organization.

- (a) The Key Largo Wastewater Treatment District is an Independent Special District authorized by the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes, as amended.) The ~~principal~~ ~~principle~~ function of the District is to perform such acts as necessary for the sound planning, acquisition, development, operation, and maintenance of a Wastewater management system to serve the island of Key Largo, an unincorporated portion of Monroe County, Florida. The District complies with the operating and reporting requirements of Chapter 189, Florida Statutes as applicable to Special Districts.
- (b) The District is not subject to the Florida Administrative Procedure Act (Chapter 120, Florida Statutes) or the Uniform Rules of Procedure (Title 28, Florida Administrative Code.)

Section 1.02 District Service Area.

The District's Service area includes the territory consisting of the island of Key Largo, including all lands east of Tavernier Creek, including Tavernier, Key Largo, and Cross Key, with the exception of Ocean Reef, all in Monroe County, Florida.

Section 1.03 District Board of Wastewater Commissioners.

- (a) The District is governed by an elected Board of five wastewater Commissioners.
- (b) The District shall exercise, through the Board, all powers enumerated in the Key Largo Wastewater Treatment District Act including, but not limited, to the power to adopt rules and regulations relating to the exercise of such powers for the regulation of the use and supply of wastewater systems for the District's service area, and shall also exercise such other authority as may exist under general or special law, and all authority implied by or necessary or appropriate to the same.
- (c) The Board governs the policymaking and other statutorily prescribed duties and powers of the District pursuant to the Key Largo Wastewater Treatment District Act. ~~The Board may act only adopting a resolution at a publicly noticed meeting.~~
- (d) The Board may, by resolution, delegate the authority to a Commissioner or other person to take any actions reasonably necessary and appropriate to implement a Board resolution. In the absence of such delegation of authority, an individual Commissioner has no authority to take or refrain from taking any action on behalf of the District or to direct any other person to do so.
- (e) In order to carry out their legislative duties, Commissioners may request information, research or support from the General Manager, Senior Staff Members, Department Managers, or the District's Counsel and consultants provided that any such request is not unduly burdensome or excessive, i.e., will not take more than 12 hours per month. The District's staff shall have the right (but is not obligated) to ask the full Board to authorize the request if the request is unduly burdensome. ~~Notwithstanding the foregoing, an individual Commissioner is authorized to request District Counsel to provide legal services on behalf of the District.~~

Section 1.04 District General Manager.

The General Manager oversees the day-to-day operation of the District as authorized or directed by the Board.

Section 1.05 District Clerk.

The District Clerk is ~~the person~~ responsible for receiving, recording, filing, and transmitting District documents, recording District business, and acting generally as the initial point of contact for persons seeking to conduct business with the District.

Section 1.06 District Office Location, Address, Telephone Number.

The office location and address are 103355 Overseas Highway, Key Largo, Florida, 33037.
The telephone number is (305) 451-4019.

~~The main office of the District is located at 103355 Overseas Highway, Key Largo Florida 33037e. The mailing address is POBox 491, Key Largo Florida 33037. The telephone number is (305)451 4019.~~

Section 1.07 District Customer Service ~~Office~~ Hours.

The District customer service ~~office~~ hours are from 8:30A.M. to 4:30P.M., ~~8:00Am to 5:00PM~~ Monday through Friday, except Official Holidays.

Section 1.08 Conducting Business with the District.

Unless otherwise specifically provided in these rules, all comments, correspondence, communications, or requests for information should be directed to the Clerk or General Manager at the District Office.

Section 1.09 District Meetings.

All meetings of the Board are public meetings conducted in accordance with section 286.011, Florida Statutes, including the maintenance and recordation of official minutes. Board decisions are made at District Meetings. In addition, a meeting of the Board may include one or more segments as described below:

- (a) Workshops are gatherings of members of the Board or its staff as designated by the Board for the purposes of discussion of District business and projects, at which time rule drafting may occur but no official vote may be taken nor rule or regulation adopted. Such workshops shall be open to the public, but it shall be within the discretion of the Board whether or not to permit public comment.
- (b) Public hearings are public gatherings of the Board for the purpose of obtaining information and receiving public comment on activities proposed by the Board, but at which no official action may be taken nor rule or regulation adopted.
- (c) Public forums or community meetings are public gatherings of the Board and/or designated representatives for the sole purpose of exchanging information and receiving public comment on activities relative to the District, but at which no official action may be taken nor rule or regulation adopted.

Section 1.10 Handicap Access to Meetings.

Whenever the District has scheduled a meeting at which official acts are to be taken and has received, at least forty-eight (48) hours prior to the meeting, a written request by a physically handicapped person to attend the meeting, there shall be provided a manner by which such person may attend the meeting or the meeting shall be rescheduled to a site accessible to such person. If a physically handicapped person objects in writing to the use of human physical assistance in lieu of the construction or use of ramps or other mechanical devices, such human physical assistance shall not be used in lieu of ramps or mechanical devices.

Section 1.11 Rules and Regulations Development and Adoption.

The District operates under rules and regulations ~~which are~~ approved by the Board.

- (a) Rules and Regulations Development. The adoption, amendment, or repeal of District rules and regulations (including rates) shall occur at public meetings.
- (b) Drafting of Rules and Regulations. ~~Any person may propose new or amended rules or regulations for Board consideration and possible adoption.~~ Prior to placing draft rules or regulations on the Board agenda, District staff shall prepare a summary overview of the proposed rule, including preliminary text and other information for Board consideration.
- (c) Public Notice. Except in cases where the Board determines that immediate adoption of a rule or regulation is appropriate, the District shall publish public notice of the proposed rule or regulation in one or more newspapers that are regularly distributed within the District service area. The notice shall describe the purpose and effect of the proposed rule or regulation, shall include information for the public to obtain a copy, and shall set forth the time and place of the public meeting at which the proposed rule or regulation shall be considered for adoption. The Board may, in its discretion, require that more than one publication of the proposed rule or regulation be made. The publication shall be made not less than seven days prior to the meeting at which the proposed rule or regulation shall be considered for adoption.
- (d) Public Input. The District shall receive and maintain all public input relative to rules and regulations as part of the permanent record. The permanent record shall include any written comments from the public and comments of speakers made at public meetings. The Board may, ~~at its discretion,~~ hold more than one public meeting to receive input as to any proposed rule or regulation.
- (e) Recordkeeping. The District Clerk shall maintain records of the District's rules and regulations.

Section 1.12 Access to Public Records. ¹

- (a) The District encourages maximum public participation by all persons affected by its activities. All District public records, as that term is defined in Chapter 119, Florida Statutes, may be inspected and copied at the District's main office during office hours, unless otherwise restricted by law.
- (b) All District public records, as that term is defined in Chapter 119, Florida Statutes, may be inspected and copied at the District's main office during office hours, unless otherwise restricted by law ~~All forms and instructions used by the District in conducting its business are available without cost at the main office. Copies of other public records held by the District may be made at a charge equal to the cost of reproduction, pursuant to section 119.07(1), Florida Statutes.~~

¹ Section 1.12 amended by Res #? to include Section 1.13.

- (c) All forms and instructions used by the District in conducting its business are available without cost at the main office. Copies of other public records held by the District may be made at a charge equal to the cost of reproduction, pursuant to section 119.07(1), Florida Statutes. ~~If more than ten (10) pages are requested to be copied, and if more than 30 minutes of work by the District staff is necessary to produce the requested public records, the dollar amount shall be based on the District's cost per copy. The cost of electronic records taking more than 30 minutes to produce shall be based on General Manager decision. The District may require that the copies be made at its convenience within a reasonable time to be picked up by the recipient or forwarded to the recipient. In that event, the person seeking the public records must pay the cost of such copies and the estimated postage fee in advance.~~
- (d) A request to inspect public records shall be referred to the District Clerk, who will coordinate the production of such records and, in conjunction with District Counsel, shall assert any applicable exemption pursuant to Section 119.071, Florida Statutes.
- (e) Public records requests may be made orally or in writing including email requests, and shall be acknowledged by the District Clerk in writing. All oral requests and responses shall be recorded in written form and a copy of the record of the request and production shall be maintained on file by the District Clerk.
- (f) The District may charge the fees allowed by law for production and copying, including without limitation, the special fees allowed for the extensive use of information technology, resources, or labor cost. The District may charge \$1.00 per page for certified copies or a greater charge as may be subsequently allowed by law
- (g) If more than ten (10) pages are requested to be copied, and if more than 30 minutes of work by the District staff is necessary to produce the requested public records, the dollar amount shall be based on the District's cost per copy. The cost of electronic records taking more than 30 minutes to produce shall be based on General Manager decision. The District may require that the copies be made at its convenience within a reasonable time to be picked up by the recipient or forwarded to the recipient. In that event, the person seeking the public records must pay the cost of such copies and the estimated postage fee in advance.

Section 1.13 [Rescinded](#) ² ~~Limitation of Access to Records.~~

~~1.13. It is the policy of the District to permit maximum participation by each and every person affected by its activities.~~

~~Public records requests may be made orally or in writing. When a Person asks to see public records, the request will be referred to the Clerk, who will coordinate the production of such records and, in conjunction with District Counsel, will assert, on behalf of the District, any applicable privilege. All oral requests and responses will be recorded in written form and a copy of the record of the request and production will be maintained on file. The District may charge the fees allowed by law for production and copying, including without limitation, the special fees allowed for the extensive use of information technology, resources, or labor cost. The District will charge \$1.00 per page for certified copies or a greater charge as may be subsequently allowed by law.~~

² Section 1.13 deleted by Res #? and incorporated into Section 1.12

Article II. District Procurement of Goods and Services

The District procures goods and services pursuant to the District Procurement Policy.³

³ Article revised by Resolution 18-10-10 to incorporate District Procurement Policy by reference on 10/05/10
Page | 5

Article III. Provision of Wastewater Service in General

Section 3.01 Availability of Wastewater Service.

The existence of a force main adjacent to or near the premises of an applicant for wastewater service does not necessarily mean that such service is available to that location. Wastewater service in areas where only force mains exist may require the installation of a wastewater collection system. The availability of wastewater service shall be determined by the District. The District ~~shall~~ ~~will~~, in its discretion, provide gravity collection systems, vacuum collection systems, low pressure collection systems, or force main points of service in various areas of the District after consideration of cost, reliability, and other factors, as well as the recommendations of staff and design professionals.⁴

Section 3.02 Wastewater Connections.

- (a) Connections to ~~Installations on~~ Private Property. The customer is obligated to provide a lateral connection between any improvements and the point of service. The customer must ensure that permitting and construction of laterals, and abandonment of On-Site Treatment Disposal Systems (OSTDS), are performed in compliance with applicable law and the District's then-current Minimum Design and Construction Standards and Specifications for Wastewater Systems.⁵ ~~The District will design and construct wastewater facilities in a manner, and in locations, the District believes shall provide for cost effective and efficient collection and transmission of wastewater. The owner of private property is entitled and obligated to provide a lateral connection between any improvements and the point of service. Whenever wastewater service is required, the owner must ensure that permitting and construction of laterals, and abandonment of septic tanks are performed in compliance with applicable law and the District's then-current Minimum Design and Construction Standards and Specifications for Wastewater Systems~~
- (b) Cross-Connections. Any physical arrangement or connection of pipes, fixture, or other water facility between a system containing water and a system containing wastewater or any other substance is prohibited. Should such a connection be determined to exist, the District may ~~shut off~~ ~~terminate~~ service until such time as the connection or arrangement of systems has been properly reconnected to the District's satisfaction.
- (c) **Contiguous Properties.** No customer may extend wastewater lines across a public street, alley, or other public or private highway or property not owned by that customer.

Section 3.03 Duty to Make Payment.

A customer that receives wastewater service from the District is responsible for all fees and charges incurred in connection with the rendering of Service. Failure to pay fees and charges ~~amounts due to the District~~ within the time designated for payment may result in the shutting off ~~disconnection~~ of wastewater service until all amounts due the District have been paid in full.

Section 3.04 District Powers to Collect Amounts Due.

- (a) The District is authorized to fix and collect rates, rentals, fees, and charges for the use of any wastewater system facilities.
- (b) The District may provide for reasonable penalties against any user for any charges that are delinquent.

⁴ Last sentence added by Resolution 18-10-10 ~~on 10/05/10.~~

⁵ Section 3.02(a) amended by Res #? to clarify rule.⁸²

- (c) Charges that remain unpaid for thirty (30) days or more shall be deemed delinquent. The District may shut off wastewater services until such delinquent charges, together with interest and penalties and fees for shutting off and restoring services are fully paid. ~~In the event that a delinquency occurs and the delinquent charges are not paid and remain delinquent for 30 days or more, the District may discontinue and shut off services until such delinquent charges, together with interest, penalties, and fees for shutting off, discontinuing, and restoring such services are fully paid.~~
- (d) The District may recover delinquent charges, together with interest, penalties, and fees for shutting off, discontinuing, and restoring such services, together with reasonable attorneys' fees, other expenses by suit in any court of competent jurisdiction, and by any other lawful means of enforcement.
- (e) **Rescinded.** ~~⁶ Any and all power or authority available to the District to enforce the use of its facilities whenever and wherever they are available and enforce, recover or collect any rates, fees or charges imposed by the District are cumulative, supplemental and alternative. The District is not constrained to select a single approach, nor is it constrained to seek a single remedy in enforcing any power or authority available to it.~~
- (f) **Rescinded.** ~~⁷ The District will use reasonable diligence to provide continuous service, but will not be liable to the customer for damages or loss caused by system failure or interruption of service.~~
- (g) The District reserves the right to transfer debts owed by ~~an owner~~ a customer for service provided to a given premises to any other active account of the customer for **assessments and or** service, and to take appropriate measures for securing payment of such debt.

Section 3.05 Duty to Protect District Property.

- (a) The customer is under a duty to exercise due care to protect any District wastewater facilities that are located on the customer's property.
- (b) The customer may not allow anyone access to such facilities, except for the District's agents or persons otherwise authorized by law, each of whom shall first display to the customer identification and evidence of authorization for entry.
- (c) **In the event** ~~When the~~ District facilities are damaged by contractors, governmental agencies, or others, the District shall repair such damage and charge the total cost thereof to the persons causing the damage.
- (d) In the event of any loss or damage to the District's property or any wastewater facilities **is caused by arising from** the negligence or intentional misuse by the customer, its agents, invitees, or assignees, the total cost of replacing such loss or repairing such damage shall be charged to the customer. ~~to the owner at cost.~~

⁶ [Section 3.04\(e\) deleted by Res#?](#)

⁷ [Section 3.04\(f\) deleted by Res # ?](#)

Section 3.06 Tampering.

- (a) Tampering with water meters or the District's wastewater system components or facilities, including but not limited to, collection mains, manholes, force mains, pump stations, vacuum valve chambers, vacuum valves, fixtures, appurtenances, security devices, signs, or enclosures is prohibited by section 812.14, Florida Statutes.
- (b) Section 812.14, Florida Statutes, provides for civil remedies against Tampering. Any person found in a civil action to have violated the provisions of section 812.14, Florida Statutes, may be liable to the District in an amount equal to 3 times the amount of services unlawfully obtained or \$1,000.00, whichever is greater.
- (c) The customer ~~owner~~ must promptly report any Tampering to the District and is responsible for any Tampering caused by its agents or other persons using the premises with or without the ~~customer's owner's~~ consent.
- (d) Upon ~~receipt of notification by either an individual or employee of the District~~ the District's determination that there is reasonable cause to suspect that Tampering with District's property or facilities has occurred at any premises served by the District, the District shall cause an investigation to be made of those premises.
- (e) If an on-site inspection ~~confirms~~ ~~verifies~~ that Tampering has occurred, the District ~~shall~~ ~~will~~ charge a Tampering investigation charge to cover its expenses in conducting said investigation and ~~shall~~ take measures to deter further Tampering. Refer to District Fee Schedule. ⁸ ~~Any Tampering that results in a substantial reduction in the cost of services received by a person, the District will charge a tampering charge.~~
- (f) Anyone found Tampering with the District's wastewater system shall be responsible for costs of investigation, such repairs as are necessary, and all other appropriate charges. ⁹ ~~If it is reasonably established that the Person who has tampered with District facilities is the same Person who occupied or resided at the site at the time of the Tampering, then that Person will be responsible for the Tampering Charge and all other appropriate charges. However, if that Person demonstrates that another party is responsible for the Tampering, the District will use such demonstration as its basis to pursue appropriate and adequate restitution for said Tampering from the other party demonstrated to have been the one doing the Tampering.~~
- (g) Tampering ~~shall~~ ~~will~~ be presumed to have been caused by the customer ~~or owner that receives~~ ~~receiving~~ monetary or other economic benefit therefrom.
- (h) Tampering ~~that results~~ ~~resulting~~ in a substantial reduction in the cost of services received by a customer ~~shall~~ ~~will~~ be presumed to have been known to the customer if not reported to the ~~authority~~ ~~District~~ within one billing period after the reduction in the cost of the service received becomes evident. In such event it ~~will~~ ~~shall~~ be presumed that the Tampering was willfully allowed to persist by the customer.
- (i) The District may, without prior written authorization, confiscate any materials or facilities that are connected to the ~~District's authority's~~ wastewater system for use as evidence in further legal proceedings.
- (j) For Tampering Charges Refer to District Fee Schedule. ¹⁰ ~~See Section 9.05~~

⁸ Section 3.06(e) amended by Res # ? to refer to Article XIII District Fee Schedule.

⁹ Section 3.06(f) amended by Res # ? to clarify the rule.

¹⁰ Section 3.06(j) amended by Res # ? to refer to Article XIII District Fee Schedule and replaces 9.05(c).

- (k) In cases of FKAA meter by-pass, or meter reversal, straight connection or other form of Tampering that results in a substantial reduction in the cost of service, the account of the customer shall be back billed based on the estimated amount of wastewater flow for which the District has not yet received payment. This estimate shall be based upon One hundred and fifty percent (150%) of the average water consumption during the previous six (6) Active Account months prior to the time such meter Tampering is found to have occurred, or in the event the customer does not have a history of six (6) active account months, one hundred and fifty percent (150%) of the average water consumption for a customer served by the District with a similar class of service during the most recent one (1) year period for which such figures are available : ¹¹
- (l) The District may recover damages incurred as a result of Tampering, by any lawful means including, but not limited to, bringing a civil action in a court of competent jurisdiction for damages, including cost of suit and reasonable attorney fees. ¹²

Section 3.07 Inspection of Customer Installation.

- (a) All installations of wastewater facilities or changes therein are subject to inspection by the District to ensure that piping, equipment and other facilities have been installed in accordance with the District's Minimum Design and Construction Standards and Specifications.
- (b) The District has the right, but not the duty, to inspect the customer's installation prior to rendering service and from time to time thereafter to ascertain the ~~customer's~~ ~~owner's~~ compliance with District rules and regulations, but the District assumes no responsibility whatsoever for any defects that are not detected by such inspection.

Section 3.08 Customer's Duty to Maintain. ~~Installation~~

- (a) The customer may not utilize any appliance or device which may adversely affect wastewater service. The District reserves the right to ~~shut off~~ ~~withhold or discontinue~~ wastewater service whenever any such apparatus or device is being used.
- (b) The customer's apparatus and equipment must be maintained in sound operating condition in accordance with standard practice, the rules and regulations of the District, and all other governmental regulations applicable thereto.
- (c) No changes in the customer's apparatus or equipment that materially affects the proper operation of the District's wastewater facilities may be made without the prior written consent of the District. The customer is liable for any damage resulting from a violation of this provision. ~~No changes in the owner's installation that will materially affect the proper operation of the District's wastewater facilities may be made without the prior written consent of the District. The customer is liable for any damage resulting from a violation of this provision.~~
- (d) ~~Any~~ Violation of this subsection may result in ~~shut off~~ ~~termination~~ of service or any other action available to the District by law. ~~Petitions for enforcement~~ The District may request declaratory relief; temporary or permanent equitable relief; ~~imposition of fines,~~ ~~any fine~~ forfeiture, ~~penalty~~ or other remedy provided by statute; or any combination of the foregoing. ~~or, in the absence of any other specific authority, a fine is not to exceed \$1000.00 .~~ Refer to the District Fee Schedule. ¹³

¹¹ Section 3.06(k) amended by Res # ? to clarify rule and include wording from Sections 9.05(d) & 9.05(d)(i)

¹² Section 3.06(l) amended by Res # ? to clarify rule and include wording from Section 9.05(e)

¹³ Section 3.08(d) amended by Res #? to refer to Article XIII District Fee schedule.

Section 3.09 Customer Compliance with District Rules and Regulations.

- (a) The ~~owner/~~ customer must comply with the District's rules and regulations as duly adopted or as they may subsequently be revised, or amended.
- (b) ~~The District has the right to refuse to provide service or discontinue service.~~ Failure to comply with the requirements of this subsection may result in a shut off ~~disconnection~~ of service.

Section 3.10 District License to Enter upon Property. ¹⁴

- (a) As a condition of connection to District wastewater service, the owner ~~and~~ or legal occupant of the property upon which required facilities extensions and connections are located grants a license to the District to enter upon the subject ~~affected~~ property for the following purposes:
 - (i) To inspect the installation or connection. The District has the right, but not the duty, to make on-site inspections.
 - (ii) To ~~discontinue and~~ shut off services to delinquent accounts.
 - (iii) To maintain, repair, replace or remove the District's property.
 - (iv) For other purposes incidental to performance or termination of wastewater service.
- (b) In the event any person unlawfully prohibits or unreasonably impedes the District's access to the property, wastewater service may be shut off. ~~The owner may not impede free access to any District facilities or other infrastructure connected to or served by District facilities.~~

~~(c) In the event the District is unable to obtain access, wastewater service may be terminated.~~

Section 3.11 District Right to Refuse to Provide Service. ¹⁵

~~No payment of costs, submittal of an application or other act to receive, Wastewater Service will guarantee such Service~~ The District has the right to refuse to extend service on the basis of a use detrimental to the system, lack of payment of required fees or charges, or for any other reason which, in the judgment of the District, applying sound engineering principles, will cause the extension not to be in the District's best interest.

Section 3.12 Discontinuance or Shutting Off ~~Termination~~ of Service.

The District may shut off ~~discontinue or terminate~~ wastewater service to any customer who violates the provisions of these rules, including, but not limited to, delinquency of any amounts owed to the District.

¹⁴ [Section 3.10\(c\) deleted by Res #?](#)

¹⁵ [Section 3.11 amended by Res#? to delete the first sentence and supersedes Resolution 18-10-10. *Heading revised by Res 18-10-10 on 10/05/10.*](#)

Article IV. Mandatory Connection

Section 4.01 Mandatory Connection Findings.

The District has ascertained, determined, and declared that:

- (a) The Florida Legislature has identified the Florida Keys as an area of critical state concern; pollution and questionable water quality resulting from the absence of adequate wastewater treatment throughout the Florida Keys is a threat to the environment and the health, safety and welfare of landowners and persons inhabiting the Florida Keys.
- (b) The Florida Legislature has charged the District with the responsibility to ~~plan and~~ provide ~~for water and sewer systems within the Florida Keys~~ wastewater collection and advanced wastewater treatment disposal within the District's boundaries and requires mandatory connection for all properties where connection is available and to enforce the use of its wastewater facilities whenever and wherever they are accessible.
- (c) The Florida Legislature has empowered the District to both prohibit the use of and mandate the use of wastewater facilities within the Florida Keys.
- (d) The Florida Legislature has authorized, and Monroe County has enacted, local legislation that requires connection to a central sewage system within specified time periods, even if the affected property is receiving treatment from a lawful and adequate Onsite Sewage Treatment and Disposal System.
- (e) The District has embarked upon the creation of wastewater system to manage and treat wastewater and improve the water quality in the Florida Keys. The presence of the District's wastewater facilities is intended to enhance and benefit the environment and the health, safety and general welfare of landowners and persons inhabiting the Florida Keys.
- (f) In addition to the requirements of Florida statutes, mandatory connection to the District's wastewater system is required by the District's agreements with lenders. ~~Mandatory connection to the District's wastewater system is fundamental to the successful financing, creation, and operation of the District's wastewater system.~~
- (g) Mandatory connections to a governmental utility system and the subsequent charges flowing therefrom have long been held to be a proper exercise of a governmental power to regulate and protect the welfare of the public.

Section 4.02 Duty to Connect. ¹⁶

- (a) The customer occupying ~~owner of~~ an improved parcel of land must, at the customer's ~~the owner's~~ expense, connect to the District's wastewater system upon written notification that the District's wastewater facilities are available for connection, as that term is defined in applicable law.

~~(b) Where the District's wastewater system is available to premises with an existing wastewater treatment facility or OSTDS, the owner must decommission, abandon, or otherwise disconnect from the existing wastewater treatment facility or OSTDS in accordance with the requirements of applicable law, and must connect the buildings on the property or premises to the District's wastewater system.~~

¹⁶ Section 4.02(b) & 4.02(c) deleted by Res #? and s87 persedes Resolution 18-10-10 and Board action on 3/1/2011.
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~~(c) Where the premises is improved with one or more buildings capable of generating wastewater that would enter the District's wastewater facilities, but no building on the premises is capable of being used in a manner that might generate wastewater, the District shall, in its discretion, grant one or more **temporary deferrals** of the connection requirement provided herein at the request of the owner. In order to receive a deferral of the connection requirement, the owner must complete an application for **deferral** under penalty of perjury, setting forth the basis for the application. Any and all deferrals granted under this provision shall expire upon the earlier of the following: issuance of a certificate of occupancy by a government authority with responsibility for such matters, or actual connection of any building on the premises to the District's wastewater facilities and use of the plumbing facilities for sanitary purposes.~~

Section 4.03 Failure to Connect. ¹⁷

(a) In the event a customer fails or refuses to connect to the District's wastewater facilities within the time specified after receipt of written notification of the availability of service, the District reserves the right to compel the customer to connect to the District's wastewater facilities by any lawful means, including, but not limited to, judicial process and shall proceed to collect all system development charges, monthly charges, and other charges to which the District would be entitled had the customer connected to the District's wastewater facilities. The District further reserves the right to refer the matter to the Monroe County Code Compliance Department for appropriate action. In the event the District elects to avail itself of judicial process to compel the customer to connect to the District's wastewater facilities, the District shall seek to recover all damages incurred by the District, including costs of suit and reasonable attorney fees. ~~An owner that fails or refuses to connect its premises to the District's wastewater facilities within the time specified after receipt of written notification of the availability of service is responsible for the payment of all fees and charges imposed by the District in connection with the provision of wastewater service, even if the premises does not actually receive wastewater service due to the failure of the owner to connect to the District wastewater facilities.~~

~~(b) In the event an owner fails or refuses timely to connect the premises or a building to the District's wastewater facilities within the time prescribed herein, the District will provide support and assistance to the owner to facilitate connection. However, if the owner fails or refuses to take reasonable steps to achieve connection, the District shall refer the matter to Monroe County Code Enforcement for further action.~~

~~(c) Notwithstanding the foregoing, the District reserves the right to compel connection by any lawful means, including judicial process, and shall proceed to collect all SDC charges, monthly charges, and other charges to which the District would be entitled if the owner had connected the premises to the District wastewater facilities. In the event the District is required to seek a writ or order, or otherwise litigate any action compelling connection, all costs of such action experienced by the District including attorney fees and court costs will be assessed to the owner.~~

~~(d) The District will undertake reasonable efforts to assist owners who qualify for low income assistance to obtain such assistance. If it reasonably appears to the District that an owner will qualify for such assistance but the assistance is not yet available, the District will, in its discretion, grant a reasonable extension of the time to connect and the time at which monthly charges and other charges begin to accrue against that owner.~~

Section 4.04 Rescinded ¹⁸ ~~-Suspension or Termination of Service by Customer.~~

¹⁷ Section 4.03 amended by Res#? to clarify 4.03(a) and delete subsections 4.03(b), 4.03(c), & 4.03(d), and supersedes Resolution 18-10-10 this section revised by Res 418-10-10 on 15/05/2010

¹⁸ Section 4.04 deleted by Res #? and supersedes District Board action on 4/5/2011.

~~**DELETED.RED.ORIGINAL.** The District does not permit temporary suspension of wastewater service. The District will permit termination of wastewater service by a customer if the customer submits a verified statement showing that the customer has sold or terminated the customer's tenancy in the property being served.~~

Article V. Rescinded ¹⁹ Classes of Wastewater Service

The District renders wastewater service to various classes of customers as described in the District Rate Resolution

Article VI. Provision of Wastewater Services to Unimproved Parcels

Section 6.01 Rescinded²⁰ ~~Unimproved Parcel in an Improved Subdivision. In a case where the District is constructing wastewater facilities within an improved subdivision, the District will, in its discretion, provide wastewater facilities to unimproved parcels within the subdivision when the District concludes that the best interest of the District would be served thereby.~~

Section 6.02 Rescinded²¹ ~~Developer's Agreement for Future Wastewater Service.~~

- (a) ~~Prior to the commencement of construction of facilities or structures on individual Premises or on an approved development, the District may enter into a Developer's Agreement with an Owner/Developer for the purpose of assuring the availability of Wastewater Service to the development upon completion of construction. Such assurance is conditioned upon fulfillment by the Owner/Developer of the requirements of the Developer's Agreement for Service.~~
- (b) ~~The Owner/Developer must pay in advance of Board approval all System Development Charges, and other fees and charges required under the Developer's Agreement.~~
- (c) ~~Failure to comply with the terms of the Developer's Agreement may result in the District declining to provide Wastewater Service upon completion of the development, until the terms of the Developer's Agreement are fully satisfied, including payments of applicable assessments and Delinquent Account penalties.~~
- (d) ~~The execution of a Developer's Agreement does not exempt the Owner/Developer from compliance with the District's Minimum Design and Construction Standards and Specifications for Wastewater Systems and the obligation to obtain all requisite federal, State, and local governmental permits, licenses, or approvals.~~
- (e) ~~The Developer's Agreement is not an agreement for Service.~~
- (f) ~~The District shall charge a plan review fee. See Section 9.01.~~
- (g) ~~These provisions apply equally to a redevelopment of a previously developed property where the redevelopment consists of changes in parcel configurations, and/or utility infrastructure.~~

Section 6.03 Location ~~Construction and Connection~~ of Systems on Private Property²²

It is District policy not to construct wastewater collection and transmission systems on private property. However, the Board may authorize construction of systems on Common Interest Realty Association (CIRA) Properties (ie condominiums) as provided in various District non-ad valorem assessment resolutions. ~~In general, it is the policy of the District not to construct wastewater collection and systems on private property. However, as provided in the various District non-ad valorem assessment resolutions, the District may construct collection systems on a Single-Lot Common Interest Properties as defined in the various District non-ad valorem assessment resolutions.~~

Section 6.04 Rescinded Unique Properties Project..

²⁰ Section 6.01 deleted by Res # ?.

²¹ Section 6.02 deleted by Res # ? and supersedes Resolution 18-10-10.

²² Section 6.03 amended by Res #? to clarify rule and supersedes Resolution 18-10-10 this paragraph revised by Resolution 18-10-10 on 10/05/2010

Article VII. Extension of Wastewater Facilities.

Section 7.01 General.

This Section provides information regarding the District's specifications, requirements, and procedures for obtaining ~~a commitment for~~ wastewater service to new or existing facilities on a property. These general requirements **must be adhered to by persons desiring to obtain service.** ~~will also be followed by persons desiring to obtain service for an existing or proposed single family dwelling.~~

Section 7.02 Planned Extension of Wastewater Facilities ²³

~~.(a)The District has adopted the Monroe County Sanitary Wastewater Master Plan, as a comprehensive planning document for the implementation of wastewater service within the District. Such wastewater master plan outlines recommendations for the District to effectuate the provision of wastewater service within the District. The District may also adopt one or more facilities plans showing planned development and implementation of wastewater facilities. In case of any inconsistency between the Monroe County Sanitary Wastewater Master Plan and a District facilities plan, the District facilities plan shall control, except that the District shall comply with Section 403.086(10)(b), Florida Statutes, as amended by Ch. 2010-205, Laws of Florida.~~

- (a) The District shall establish rates, fees, and charges to recover the costs of system development, operation, and maintenance ~~As funding is available, the District shall construct Wastewater Collection, Treatment, and Disposal Systems.~~

Section 7.03 Extension of Wastewater Facilities on Request.

- (a) An owner seeking to obtain a commitment for wastewater service from the District for new development or re-development of an existing property that may require the installation or extension of wastewater facilities must identify system capacity needs for, or must have previously identified the number of EDU's corresponding to the anticipated requirements of the project. The owner must ~~complete and~~ provide to the District sufficient information for the District to determine whether extension of wastewater facilities to the new development or re-development is practicable and in the District's best interest.
- (b) Acceptance of Wastewater Facilities located within an easement available to the District is subject to the exercise of sound engineering judgement taking into consideration the size of the facilities, topography and maintenance and operating constraints. Generally, rights-of-way or easements located along rear or side-lots should be avoided.
- (c) Prior to acceptance, the owner must provide a written warranty (in a format approved by the District) on all wastewater facilities, wherein the contractor guarantees correction of any defects in the work for a period of three years (or five years in the case of a lift station and Vacuum station pump and motor assemblies) from the Date of final DEP certification. This obligation must be secured by a maintenance bond or irrevocable letter of credit, up to the amount of one hundred and ten percent (110%) of actual construction cost.

²³ [Section 7.02\(a\) deleted by Res #?, 7.02\(b\) is titled 7.02\(a\), and supersedes Resolution 18-10-10](#) ~~Last sentence added by Resolution 18-10-10 on 1~~

- (a) The District shall adopt Minimum Design and Construction Standards and Specifications for wastewater systems.
- (b) Placement of Collection System Components.
 - (i) For vacuum collection systems, the District shall place connection points (cleanout boxes) so as to minimize the length of pipe required to reach the vacuum pits. ~~In general, The District's objective is to design a collection systems so as to achieve maximum efficiency. The District shall design a vacuum collection system so as to serve all properties using the minimum number of vacuum pits. Normally, vacuum pits shall be located near the corners of properties to be served~~
 - (ii) In cases where significant obstacles are encountered, the District shall vary from the general standard for location of vacuum pits or connection points to avoid the obstacles. Significant obstacles are physical objects that should be avoided in order to meet regulatory requirements, minimize construction costs and impacts, and preserve community values including underground utilities, underground rocks and structures, champion trees, and other similar or dissimilar objects. The General Manager is authorized to implement these variations in consultation with the District Engineer. Any customer who requests relief from the General Manager under this provision may seek Board review of a refusal by the General Manager to grant such relief. ~~For vacuum collection systems, the District will place connection points (cleanout boxes) so as to minimize the pipe required to reach the vacuum pits~~
 - (iii) The Field Operations Manager has the authority to relocate a vacuum pit or collection point up to five feet from the design location, provided that the relocation does not impact more than a single property. If the relocation impacts more than a single property, the Field Operations Manager must obtain approval from the District engineer. ~~In cases where significant obstacles are encountered, the District will vary from the general standard for location of vacuum pits or connection points to avoid the obstacles. Significant obstacles are physical objects that should be avoided in order to meet regulatory requirements, minimize construction costs and impacts, and preserve community values including underground utilities, underground rocks and structures, champion trees, and other similar or dissimilar objects. The General Manager and engineering staff are authorized to implement these variations without approval by the Board.~~
 - (iv) If a customer requests a connection point be relocated ~~by more than five (5) feet~~, the customer shall complete a "Sewer Relocation Change Request" form and pay the relocation fee at least three (3) business days before the relocation shall be scheduled. The District shall grant the request unless the General Manager determines that the relocation is not in the District's best interest. Relocation Fee shall be calculated by the District at the time the request is approved. ~~Further, the District will, in its discretion, increase the number of vacuum pits in a neighborhood and revise the locations of the vacuum pits and connection points where these variations would appear to benefit a large number of properties in the neighborhood by reducing the cost or complexity of connecting properties to the system. The General Manager is authorized to implement these variations in consultation with the District Engineer without approval by the Board. Any customer who requests relief from the General Manager under this provision may seek Board review of a refusal by the General Manager to grant such relief.~~
 - (v) ~~In addition to the foregoing, a field inspector has the authority to relocate a vacuum pit or collection point up to five feet from the design location, provided that the relocation does not impact more than a single property. If the relocation impacts more than a single property, the field inspector must obtain approval from a District engineer.~~

²⁴ Section 7.04 amended by Res #? to change Section title, amend subsections .7.04(b)(i-iv) and delete subsections 7.04(b)(v)&(vi) and supersedes Board action of 2/1/2011. ~~Subsection (b) added by District Board on 2/1/2011.~~

- (vi) ~~If, prior to installation of a connection point, a property owner requests relocation of a connection point by more than five feet, and the District does not approve the relocation under the standards above, the property owner may request the District to relocate the connection point by completing a "Sewer Connection Location Change Request" and paying the District for the relocation at the rate of \$50.00 per foot, subject to a minimum charge of \$500.00. The customer must file the relocation request at least three business days prior to the scheduled installation of the connection point. The District will grant the request unless the General Manager determines that the relocation would result in harm to the collection system.~~

Article VIII. Wastewater Acceptance, Testing, Monitoring and Pretreatment

Section 8.01 Purpose and Policy.

- (a) The District shall ~~will~~ not accept any wastewater that fails to meet the District's treatment standards. Prior to accepting wastewater from any customer, other than a residential customer, the District may require that the customer demonstrate that the wastewater meets the District's standards.
- (b) The discharge of pollutants harmful to the District's wastewater system structures and biological processes is ~~are~~ prohibited. Industrial users may be subject to monitoring and pretreatment requirements.²⁵
- (c) The introduction of storm water, ground water, air-conditioning condensate, closed-system cooling water or other uncontaminated water is prohibited. If the introduction of such water is suspected, the District may require the customer to investigate the cause of the introduction of the water and to make the necessary repairs or modifications to prevent further introduction. The observance of excessive flow or water with elevated conductivity indicating elevated salinity are potential causes to suspect such introduction.²⁶
- (d) Rescinded. ^{27 28}
- (e) Waste Stream Monitoring. The District may require certain customers, such as restaurants and other uses that include food preparation facilities that may produce wastewater containing high levels of Biochemical Oxygen Demand (BOD), to institute a self-monitoring program. The customer may be required, at its own expense, to have samples of the wastewater discharge from its facility collected and analyzed for BOD. The data generated shall be used to determine the Excess Strength Surcharge to be added to the customer's wastewater bill. ²⁹
- (f) Testing. ³⁰ ~~Initial Testing.~~
 - (i) ~~(f)~~ The initial sampling of waste streams which are suspected to be of excess strength shall consist of four separate sampling events conducted over a period of not more than 28 Days. Where possible, flow proportioned 24-hour composite samples shall be collected. Otherwise, single grab samples collected at a period of maximum use of the facility may be substituted with District approval. All sampling shall conform to the requirements of Sections 1060 and 5010 of Standard Methods for the Examination of Water and Wastewater. Sampling shall be performed by qualified personnel trained in sampling of waste streams. The District shall be notified of the sampling schedule and shall be afforded the opportunity to witness the sampling. The District, at its discretion, may collect samples concurrently with sampling by the owner or may collect samples on an independent schedule.
 - (ii) ~~(g)~~ The samples shall be analyzed for BOD in accordance with Method 5210 B of Standard Methods for the Examination of Water and Wastewater. The 5-Day BOD Test shall be performed by a laboratory currently certified by the Florida Department of Health Office of Laboratory Services to perform this analysis. If any of the testing results fail to meet the Quality Control and Quality Assurance criteria of Sections 1020, 1030 and 5020 of Standard Methods for the Examination of Water and Wastewater, those

²⁵ Section 8.01(b) added by Rule Change #16 on 8/23/06.

²⁶ Section 8.01(c) added by Rule Change #16 on 8/23/06.

²⁷ Section 8.01(d) repealed by Resolution 18-10-10 on 10/05/10.

²⁸ Section 8.01(d) added by Rule Change #16 on 8/23/06.

²⁹ Section 8.01(e) added by Resolution 18-10-10 on 10/05/10.

³⁰ Section [8.01\(f\) amended by Res #? to change title and rename subsections \(f\)&\(g\)&\(h\) and supersedes Res 18-10-10.](#)

results shall be discounted and the waste stream re-sampled. When four satisfactory test results are obtained, the average of these four values shall be used to establish the initial Extra Strength Surcharge.

- (iii) ~~(ii)~~ Subsequent Testing: Each facility found to be discharging wastewater of excess strength shall be placed on a monthly sampling schedule. Once each month, the waste stream shall be sampled and analyzed according the criteria established above. Each month, the oldest data point shall be discarded and the most recent data point included, resulting in a four sample running average. This running average shall be recalculated each month to establish the extra strength surcharge for that billing period.

Article IX. Fees and Charges

The District is authorized to impose fees and charges, as appropriate, for the construction, operation, and maintenance of its wastewater system. Rates, fees, and charges shall be established by the Board.

Refer to Article X for System Impact Charges.

Section 9.01 Plan Review Fee.³¹

- (a) **Plan Reviews:** . ~~The District provides typical plans and specifications for connection of single family residences and single unit non-residential buildings serviced by a vacuum connection with maximum monthly flows of less than 1,000 gallons per day to the District wastewater facilities. The District does not charge a fee to review plans or to inspect installations of typical connections by a licensed plumbing contractor.~~
- (i) Plans for single family residences connecting by gravity laterals to cleanouts provided by the District will not be reviewed by the District. The District reserves the right to inspect the installation and witness testing of the gravity laterals.
- (ii) Plans for single family residences connecting to District infrastructure via pumped flow will be reviewed by the District to determine if the proposed pumping system is compatible with the District's point of connection. The District reserves the right to inspect the installation and witness testing of these permitted connections.
- (iii) Plans for multi-family residential properties or residential properties with multiple buildings will be reviewed by the District for compliance with District construction standards and compliance with Florida Department of Environmental Protection (FDEP) regulatory requirements. The District reserves the right to inspect the installation and witness testing of these connections.
- (iv) Plans for all non-residential properties and mixed-use properties shall be reviewed by the District for compliance with District construction standards and compliance with FDEP regulatory requirements. The District reserves the right to inspect the installation and witness testing of these connections.....
- (b) The District does not charge a fee to review plans or inspect installations of typical single family connections done by a licensed plumbing contractor. For all other connections: Refer to the District Fee Schedule. ³² ~~For all other connections, the District will charge fees according to the following schedule:~~
- (i) ~~Rescinded. Five hours of plan review and inspection of multi-family residential connection: \$50 per Dwelling Unit with a minimum charge of \$250. Additional time will be charged at a rate of \$165 per hour.~~
- (ii) ~~Rescinded. Five hours of plan review and inspection of non-residential connection: \$50 per EDU with a minimum charge of \$250. Additional time will be charges at a rate of \$165 per hour.~~

Section 9.02 ~~Rescinded.~~ ³³ ~~System Development Charge~~

~~System Development Charges are established according to Assessment Resolutions adopted by the District using the methodology outlined in Article X.~~

³¹ Section 9.01(a) amended by Res #? To clarify and add subsections, and supersedes Res.02-03-18. Amended by Resolution 02-03-18 on March 6, 2018.

³² Section 9.01(b) amended by Res #? to clarify rule and delete subsections 9.07(b)(i) and 9.07(b)(ii).

³³ Section 9.02 deleted by Res #?.

(a) Monthly Base Charge for Customers Receiving Water From FKAA:

- (i) Each customer receiving wastewater service from the District shall pay a monthly base charge. The amount of the monthly base charge is based on the number of equivalent dwelling units (EDUs) assigned to the customer's account as calculated pursuant to the District rules and regulations in effect at the time of calculation. Refer to the District Fee Schedule. ~~.For each customer that is the sole FKAA customer owning or occupying a tax parcel assessed by the District and connected to a collection system transmission main, or other piping operated and maintained by the District, the Monthly Base Charge is \$27.13 per Dwelling Unit or Equivalent Dwelling Unit reflected in the most recent assessment of the tax parcel.—.~~
- (ii) For each customer that is one of several FKAA customers occupying a portion of a tax parcel assessed by the District and connected to a collection system, transmission main, or other piping operated and maintained by the District, the monthly base charge ~~is \$27.13~~ shall be multiplied by the number of dwelling units or equivalent dwelling units attributed to that customer. Refer to the District Fee Schedule.
- (iii) ~~For each FKAA customer owning or occupying a tax parcel that has not yet been assessed by the District, the District will calculate the number of dwelling units or equivalent dwelling units attributable to the tax parcel and to the customer in the manner provided in the District's most recent final non-ad valorem assessment resolution, and will calculate the customer's Monthly Base Charge on that basis until the District has assessed the tax parcel. After the District has assessed that tax parcel, the monthly base charge for that customer will be calculated in the manner provided in other paragraphs of this section.~~
- (iv) In addition to a monthly base charge provided herein, the District may impose BOD surcharges as provided in Section 9.04 (Pretreatment Fees.)
- (v) There shall be no monthly base charge for FKAA meters coded as irrigation or fire meters, or with a location class that indicates the water shall be used solely for irrigation or fire. ~~For FKAA meters coded as Fire or Irrigation meters, there will be no monthly base charge.~~
- (vi) The Monthly Base Charge for a Laundromat is ~~\$27.13~~ shown in the District Fee Schedule.
- (vii) Alternative Water Supply (billed by FKAA) ~~wastewater service monthly charge~~: The District shall ~~charge~~ impose a monthly flat fee. ~~of \$44.14 per month~~ Refer to the District Fee Schedule.

³⁴ Section 9.03 amended by Res #? to refer to Article XIII District Fee Schedule, to delete subsection 9.03(a)(iii), and supersedes Resolutions 20-06-13 and 16-10-10⁹⁸

- (b) Monthly Volumetric Charge for customers receiving water from FCAA: ³⁵
- (i) For each ~~FCAA~~ customer with a residential use meter, a monthly volumetric charge is ~~\$4.26~~ imposed per 1,000 gallons of water billed, as reflected on the customer's FCAA monthly statement. Refer to the District Fee Schedule. ~~The maximum monthly volume for which the monthly volumetric charge shall will be billed is 12,000 gallons per residential dwelling unit.~~
 - (ii) For each ~~FCAA~~ customer with a non-residential use meter, a monthly volumetric charge is ~~\$4.26~~ imposed per 1,000 gallons of water billed, as reflected on the customer's FCAA monthly statement. Refer to the District Fee Schedule. ~~There is no maximum monthly volume for which the monthly volumetric charge shall will be billed on non-residential use meters.~~
 - (iii) There shall be no monthly volumetric charges for FCAA meters coded as irrigation or fire, or with a location class that indicates the water will be used solely for fire or irrigation. ~~For water meters coded in FCAA records with a location class that indicates that the water be used solely for fire or irrigation, there will be no monthly volumetric charges.~~
- (c) Direct Billing (Customers Receiving Bills Directly from KLWTD) ³⁶ Reserved for Future Use.
- (i) ~~Boating facilities pump-out systems connected to the District's wastewater system:~~
 - 1) ~~a the annual base charge is \$500 and shall be billed semi-annually.~~
 - 2) ~~a volumetric charge is \$17.82 per thousand gallons of wastewater discharged into the District's system and shall be billed semi-annually.~~
 - (ii) ~~Alternative Water Supply, Wastewater Service monthly charge: The District shall charge flat fee. of \$44.14 per month for Alternative Water Supply Wastewater Service. Moved to 9.03(a)(ii)~~
- (d) Suspension ~~Deferral~~ of Wastewater Service Fees: ³⁷
- (i) A customer may apply for a temporary suspension of the Monthly Base Charge provided that there is no longer a building on the premises capable of generating wastewater entering the District's wastewater system. ~~If, under the provisions of Section 4.02(c), the customer's premises is improved with one or more buildings capable of generating wastewater that would enter the District's wastewater Facilities, but no such building on the premises is capable of being used in a manner that might generate wastewater, the customer may apply for a temporary deferral of wastewater monthly billing.~~
 - (ii) The approval of suspensions is at the discretion of the General Manager subject to review by the Board. ~~Approval of deferrals applied for under the provisions of this section are at the sole discretion of the General Manager.~~
 - (iii) Upon GM approval, such suspension ~~deferral~~ shall expire the earlier of:
 - 1) such date as the Monroe County Building Department issues a certificate of occupancy (CO) or;
 - 2) such date as the customer reconnects to the central wastewater system ~~or;~~
 - 3) ~~sixty (60) calendar Days.~~
 - (iv) ~~Damages to premises caused by natural disasters, including but not limited to hurricane, storm damage or flood do not qualify for a deferral under this Section~~

³⁵ Section 9.03(b)(i) amended by Res #? to refer to Article XIII District Fee schedule, delete the 12,000 gallon maximum monthly volume, and supersedes Resolutions 15-2022 and 22-12-19.

³⁶ Section 9.03(c) amended by Res #? to be reserved for future use.

³⁷ Section 9.03(d) amended by Res #? to clarify rule and delete subsections 9.03(d)(iii)3) & 9.03(d)(iv).

Section 9.04 Pretreatment Fees

The Wastewater Discharge from certain facilities, even when passed through properly sized and maintained grease interceptors, may contain elevated levels of Biochemical Oxygen Demand "BOD". A BOD surcharge shall be applied to the customer's sewer bill for wastewater discharges with a BOD in excess of 500 parts per million. The surcharge shall be applied by multiplying the Monthly Volumetric Charge by the ratio of the customer's BOD divided by 375.³⁸

Section 9.05 ~~Rescinded Tampering Charge~~³⁹

~~The charges for Tampering are as follows:~~

- ~~(a) Investigation Charge \$75.00.~~
- ~~(b) Tampering Charge \$150.00.~~
- ~~(c) Repeat Occurrence \$300.00.~~
- ~~(d) In cases of meter by-pass, or meter reversal, straight connection or other form of Tampering that results in a substantial reduction in the cost of Service, the account of the Customer will be back billed based on the estimated amount of Wastewater flow not paid for. This estimate will be based upon:
 - ~~(i) One hundred and fifty percent (150%) of the average water consumption during the previous six (6) Active Account months prior to the time such meter Tampering is estimated to have occurred, or in the event the Customer does not have a history of six (6) Active Account months, one hundred and fifty percent (150%) of the average water consumption for a Customer served by the District with a similar Class of Service during the most recent one (1) year period for which such figures are available.~~
 - ~~(ii) When the meter has not been disturbed, the Customer will be back billed for the amount of Wastewater flow, as indicated by the water meter, for which payment has not been received by the District.~~~~
- ~~(e) Any further legal action deemed appropriate will also be pursued, and all costs associated therewith are assessable to and charged to the Customer, including attorney fees.~~

Section 9.06 Service Charges⁴⁰

- (a) The District reserves the right to **will** charge a service charge for each instance in which wastewater service is **shut off terminated** or in which the District is required to travel to the premises of the customer to investigate or respond to what is ultimately determined to be a violation of the KLWTD General Rules and Regulations. **Refer to District Fee Schedule.**
- ~~(b) For service provided between the hours of 8am and 4pm during business days will be at the regular service charge of \$20.00. Service provided at customer's request between the hours of 4:00pm and 8:00 am, or on weekends and holidays, will be at the emergency service charge of \$60.00.~~
- ~~(c) Service orders received after 4:00 P.M. on business days will be deemed received on the following business day and processed at the regular service charge, unless emergency service is specifically requested by the customer.~~

³⁸ Section 9.04 added by Resolution 18-10-10.

³⁹ [Section 9.05 deleted by Res #? and relocated to Section 3.06.](#)

⁴⁰ [Section 9.06 amended by Res #? to amend 9.06\(a\) to refer to Article XIII District Fee Schedule, and delete subsections 9.06\(b\) & 9.06\(c\).](#)

The District may initiate a review of customer accounts when the District determines it is in the District's best interest. Such a review may result in adjustments to the monthly base charge (FKAA bill).

- (a) Non-residential customers may request a review and adjustment of their monthly base charge in accordance with the provisions of this section. ~~Adjustments of fees and charges for wastewater service. It is the policy of the District to permit customers to question and seek adjustments to certain types of charges, as follows:~~

(i) **Monthly Base Charge**

- 1) An EDU assignment may be recalculated for one (1) or more of the following reasons: ~~if a customer occupying a portion of a tax parcel believes that their water usage should be recalculated due to one of the following conditions, the customer may request an adjustment according to the provisions of the section.~~
 - a) **Change of Business Use.** If, as a result of a change of business occupation, the use of all or a portion of a particular tax parcel changes, ~~shall change~~ upon the customer's request the District shall review and may ~~will~~ recalculate the EDU assignment for that customer by applying the ~~new~~ classification that describes the new use of the portion of that tax parcel. If necessary, the District shall ~~will~~ use a reasonable method to estimate the tax parcel's projected water use ~~of for the tax parcel~~ by using available data or an estimating methodology that is generally applied in the State of Florida for such purposes. Should a change be merited, all tenants of that particular tax parcel shall be subject to review initiated by the District.
 - b) **Change of Mixed Use.** If, as a result of a lawful conversion of a portion of all or a part of a particular mixed-use tax parcel from a non-residential unit to a dwelling unit or from a dwelling unit to a non-residential unit, the customer requests a review by the District, the District ~~will~~ shall review and may recalculate the EDU assignment for the portion of the entire tax parcel applicable. ~~to the customer's request.~~ If necessary, the District shall ~~will~~ use a reasonable method to estimate the projected water use for the tax parcel by using available data or an estimating methodology that is generally applied in the State of Florida for such purposes. Should a change be merited, all tenants of that particular tax parcel shall be subject to review initiated by the District.
 - c) **Pattern of Usage Change.** If the customer believes that the long-term pattern of actual water consumption is ~~greater or~~ less than the amount used to calculate the EDU's assigned to the customer's portion of the tax parcel billed water use, the customer may request that the District review and, if appropriate, adjust the EDU assignment for that portion of the particular tax parcel applicable to the customer's request. Should a change be merited, all tenants of that particular tax parcel shall ~~would~~ be subject to review initiated by the District.
 - d) Irrigation or Fire Meter Installation. If an irrigation meter or fire meter is installed, a credit may be applied to the customer's monthly base charge (FKAA bill).
 - i) The customer must request a credit in writing to the District no earlier than twelve (12) months after such irrigation or fire meter is installed. Such request must include:
 - a. proof of installation of the irrigation or fire meter; and
 - b. proof that FKAA has approved the installation of the irrigation or fire meter and has adjusted the FKAA water bill to reflect the same; and
 - c. the twelve (12) most recent months of FKAA water bills following the installation of the irrigation or fire meter reflecting the adjusted billing.

⁴¹ Section 9.07 amended by Res#? to clarify and rewrite 9.07 (delete subsection 2), amend and relocate subsection 3) into subsection 9.07(a), and relocate subsection 9.07(ii) to subsection 9.07 d)), and supercedes Resolution 03-2023 ~~Resolution 03-2023 on March 7, 2023 to include the former Section 11.06 in its entirety.~~

ii) An EDU assignment for the monthly base charge will be calculated based upon the methodology in the latest applicable assessment resolution associated with the tax parcel using the twelve (12) months of adjusted data.

(iii) Such credit shall be calculated by applying the number of EDU's calculated on the updated water flow for the twelve (12) most recent months of FKAA water bills following the installation of the irrigation or fire meter above and deducting that EDU calculation from the actual base charge billed for the same period. Only months where a wastewater base charge was billed shall be eligible for a credit.

iv) Should the final determination of the Board be to approve such request the customer shall be entitled to a calculated credit of wastewater base charges for the period beginning on the date of the installation of the irrigation meter or fire meter.

(v) If the Board approves the customer's request, the customer's account will be automatically reviewed annually for the two years following the request using twenty four and thirty six months of data respectively. The customer shall NOT be entitled to further credits (or back charges) based on those reviews.

(vi) Should it be determined that a customer is using an irrigation or fire meter specifically to evade wastewater charges by using such meters to provide potable water services which may be introduced into the wastewater system:

- a. the customer's account will be automatically reviewed based upon water usage of all meters, including those being improperly used for potable water, and
- b. the billing will be adjusted from the time of original request forward and the customer shall be responsible for the adjust increased billing retroactively, and
- c. District staff will notify FKAA of such findings and the customer may face further fines or penalties as are levied by FKAA, and
- d. such a violation is considered by the District as "Tampering."

2) ~~If a customer is the sole occupant of a tax parcel for which the non-ad valorem assessment changes due to a customer or District initiated review pursuant to the applicable assessment resolution pertaining to that parcel, the **Monthly Base Charge** for the customer will be adjusted **prospectively** to reflect that recalculation.~~

3) ~~If such a change is incidental to the installation of an **irrigation or fire meter**, the customer shall be entitled to a credit to their FKAA bill as follows and under the following conditions:~~

a) ~~The customer must request a credit in writing to the District assessment coordinator no earlier than twelve (12) months after such irrigation or fire meter is installed. In addition to the provisions of section 9.079b) below, included with the request must be:~~

~~i) Proof of installation of the irrigation or fire meter.~~

~~ii) Proof that FKAA has approved the installation of the irrigation or fire meter and has adjusted your FKAA water bill to reflect the same.~~

~~iii) The twelve (12) most recent months of FKAA water bills following the installation of the irrigation or fire meter reflecting the adjusted billing.~~

~~iv) An EDU assignment will be calculated based upon the methodology in the latest applicable assessment resolution associated with the tax parcel using the twelve (12) months of adjusted data listed in item (iii) above.~~

~~v) The procedures from Section 9.07(b)(iv) and Section 9.07(b)(v) below shall govern the request.~~

~~vi) Should the final determination of the Board be to approve such request the customer shall be entitled to a calculated partial credit of wastewater base charges for the shorter of:~~

~~— a. the period beginning on the date of the installation of the irrigation meter or fire meter or,~~

~~— b. the twenty-four most recent months of FKAA water bills following the installation of the irrigation or fire meter reflecting the adjusted billing.~~

~~(vii) Such credit shall be calculated by applying the number of EDU's calculated on the updated water flow to the period calculated in paragraph (iii) above and deducting that from the actual base charge billing for the same period. Only months where a wastewater base charge was billed shall be eligible for a partial credit.~~

b) ~~If the Board approves the customer's request, the customer's account will be automatically reviewed annually for the two years following the request using twenty four and thirty six months of data respectively. The EDU assignment shall be adjusted through the procedures outlined in 9.07(b)(iv) and 9.07(b)(v) based upon those subsequent reviews. The customer shall NOT be entitled to further credits (or back charges) based on those reviews.~~

c) ~~Should it be determined that a customer is using an irrigation or fire meter specifically to avoid wastewater charges by using such meters to provide potable water services which may be introduced into the wastewater system:~~

~~i) The customer's account will be automatically reviewed based upon water usage of all meters, including those being improperly used for potable water.~~

~~ii) The billing will be adjusted from the time of original appeal forward and the customer shall be responsible for the adjust increased billing retroactively.~~

~~iii) District staff will notify FKAA of such findings and the customer may face further fines or penalties as are levied by FKAA.~~

~~iv) Such a violation is considered by the District as "Tampering" and shall be subject to additional fees and actions as outlined in Section 9.05 above.~~

(ii) Monthly Volumetric Charge

~~Except under one of the circumstances below and at the sole discretion of General Manager, there shall be no adjustment of a Monthly Volumetric Charge for any given month. They include:~~

- ~~1) The customer provides proof of and FKAA confirms an error in the meter reading.~~
- ~~2) The customer has properly filed for and successfully obtained a credit from FKAA under the FKAA Leak Abatement Program. The credit of wastewater charges shall be calculated based upon \$4.26 times the number of gallons that the FKAA has credited as part of their abatement credit divided by 1,000.~~

(b) Review of Monthly Base Charge Procedure:⁴² *Procedure for District Review*

(i) Request for Review.

- 1) The District may initiate a review of the EDUs assigned to a tax parcel.
- 2) The owner of a tax parcel may request that the District review a tax parcel's EDU assignment used to calculate the monthly base charge by submitting an application provided by the District Clerk. The application must include:
 - a) a concise statement of the facts supporting the request for review and, if applicable, a statement of all disputed issues of material fact.
 - b) such other information the applicant believes to be material to the request.
 - c) Description of the relief the applicant is seeking.

(ii) Filing Application.

- 1) The application must be submitted to the District Clerk using US Postal service, or other third party service, facsimile, electronic mail (email), or in person to the District office.
- 2) Upon receipt at the District, the application shall be promptly time/date stamped received by the District Clerk.

(iii) Staff Review

- 1) The District may conduct one (1) or more informal discussions with the applicant and may request additional information and documentation.
- 2) An application is not considered complete until all additional information and documentation have been received and deemed sufficient.
- 3) District staff shall review, and if appropriate, recalculate the EDU's for the parcel using the methodology in Section 10.02(a)-(i) (Calculation of EDUs for Improved Nonresidential or Mixed Use tax Parcels.)
- 4) Staff shall endeavor to complete its review within fifteen (15) days of receipt of a complete application.
- 5) Upon completion of its review, staff shall prepare and submit a recommendation to the Board.
- 6) The District Clerk shall transmit, by US Postal Service and email, a copy of staff's recommendation to the applicant.
- 7) Within fifteen (15) days after receipt of the staff's recommendation, if the applicant disagrees with staff's recommendation, the applicant may request the Board hold a public hearing on the request.
- 8) The District Clerk shall place the request and staff recommendation on the Board's regular meeting agenda not less than thirty (30) days after staff issues its recommendation.

(c) Board Consideration.

- (i) The Board may accept, reject or modify the staff recommendation or, if the Board concludes that there are issues of material fact, the Board may schedule a public hearing.
- (ii) The Board's decision shall be the District's final action on the request.

(d) Monthly Volumetric Charge per 1000 Gallons (FKAA bill).

⁴² Section 9.07(b) amended by Res #? to rewrite and completely replace rule 9.07(b).

(i) Except under one of the circumstances below and with the concurrence of the General Manager, there shall be no adjustment of a Monthly Volumetric Charge.

- 1) The customer provides proof of and FCAA confirms an error in the meter reading.
- 2) The customer has properly filed for and successfully obtained a credit from FCAA under the FCAA Leak Abatement Program. The adjustment of wastewater charges shall be calculated based upon the volumetric rate applicable at the time of the leak multiplied by the number of gallons that the FCAA has credited pursuant to its Leak Abatement Program.

9.07(b) COMPLETELY DELETED AND REPLACED BY NEW 9.07(b) above..

9.07 (b) Procedure for District Review.

~~(9.07)(b)(i) A customer may request adjustment of monthly charges at any time within sixty (60) days after the date of a bill for wastewater service. The District shall not be obligated to make any adjustment of monthly charges unless a written request is received within sixty (60) days of the bill date, unless otherwise addressed in the provisions of this Section. The District may initiate a review and possible adjustment of monthly charges at any time.~~

~~(9.07)(b)(ii) .. A customer request for review must contain:~~

~~(9.07)(b)(ii) 1) A concise statement of the facts upon which the owner bases the request for review, including a statement of all disputed issues of material fact. If there are no disputed issues of material fact, the request must so indicate.~~

~~(9.07)(b)(ii) 2) The rules, statutes, and other legal authority that the owner contends form the basis for relief.~~

~~(9.07)(b)(ii) 3) A demand for the relief the customer believes is appropriate; and~~

~~(9.07)(b)(ii) 4) Such other information which the owner believes to be material to the request for review.~~

~~(9.07)(b)(iii) . The request for review must be delivered to the District Customer Service Department where upon receipt, it shall be appropriately logged and time stamped. Acceptable methods of delivery includes US Postal service or other third party delivery service, facsimile, electronic mail (email) or in person.~~

~~(9.07)(b)(iv) The District shall review the customer request using the following process:~~

~~(9.07)(b)(iv) 1) .District staff will exercise due diligence to undertake review of a customer request promptly. If practicable, District staff will issue a recommendation decision to the Board within fifteen (15) business days after receipt of a completed customer request for review.~~

~~(9.07)(b)(iv) 2) . At any time prior to or during staff review, the District may conduct one or more informal discussions with the owner, and may request additional information and documentation. A request is not considered complete until after all additionally requested documentation has been submitted to the District.~~

~~(9.07)(b)(iv) 3) The assessment coordinator will review the EDU assignment of the customer's account, using the methodology provided in the most recent non-ad valorem assessment resolution under which the District assessed the tax parcel. If the customer's account is one of two or more accounts for service on a single tax parcel, and the assessment coordinator finds that there is sufficient evidence to change the EDU assignment for the requested account, the assessment coordinator will also review the EDU assignment for the entire parcel and all other customer accounts for service on the tax parcel.~~

~~(9.07)(b)(iv)3) a). If the review results in a recommended increase in the EDU assignment for the tax parcel, the assessment coordinator will submit the increase to the Board for review under paragraph (v) below. If the Board accepts the increased EDU assignment, the increased EDU assignment will apply to all future monthly charges and to all future non-ad valorem assessments for the tax parcel.~~

~~(9.07)(b)(iv)3) b) — If the review results in a recommendation of no change in the EDU assignment for the tax parcel, but results in a recommendation of a change in the EDU assignment for the account of the customer, the assessment coordinator will submit the change to the Board for review under paragraph (v) below.~~

~~(9.07)(b)(iv)3) c) . if the review results in a recommendation for reduction of the EDU assignment for the account of a customer, the General Manager may at the General Manager's discretion, grant temporary relief to the customer by reducing the customer's EDU assignment for future monthly billings to the recommended number of EDU's. Upon Board action to approve, reject, or amend the recommended reduction, the District will retroactively adjust monthly billings from the date of temporary relief.~~

~~(9.07)(b)(iv)3) d) . The District Clerk will mail a copy of the recommended decision to the customer who requested the review, the owner of the tax parcel and all other customers of that tax parcel receiving FCAA billing whose EDU assignment would be affected by the change at the time as the recommended decision is submitted to the Board.~~

~~(9.07)(b)(v) — Upon issuance of the recommended decision by staff, the District Clerk will place the recommended decision on the Board agenda for a meeting not less than thirty (30) days after the issuance of the recommended decision. Within fifteen (15) days after mailing of the recommended decision, the owner of the affected tax parcel may request that the Board hold a public hearing on the request for review, specifying any disputed facts that the owner considers material to the decision. During the meeting at which the Board is scheduled to consider the request for review, the Board may decide to accept, or modify the recommended decision, or if the Board concludes that any disputed issues of material fact, the Board may schedule a public hearing on the request for review. The Board's decision to accept or modify the recommended decision, or the Board's decision on the request for review after a public hearing shall be the final District action on the request for review.~~

Article X. ~~System Development Assessment Charges (SDC) and~~ System Impact Charges (SIC) ⁴³

Section 10.01 ~~System Development Charge (SDC) and~~ System Impact Charge (SIC).

The System Impact Charge ("SIC") is a charge to new customers and to existing customers who modify, add, or construct facilities that impose a potential increased demand on the District's wastewater facilities.

- (a) The SIC is in addition to any amount that may be expended by the customer ~~owner/customer~~ for system improvements and other fees required by the District.
- (b) The SIC includes the calculations listed in Section 10.02 plus any additional direct or indirect fees incurred by the District to extend service to the tax parcel.
- (c) The SIC is due and payable in full at the time of imposition by the Board.
- (d) For the purpose of calculating the SIC, the wastewater treatment plant capacity fee, force main pipe capacity fee, and connection fee published in the latest final assessment resolution before the effective date of the applicable charge shall be used.
- (e) The SIC is dependent upon the EDU assignment as calculated in Section 10.02 and the tax parcel's classification as follows:
 - (i) **Residential Tax Parcels.** For residential wastewater service, the EDU SDC is the sum of:
 - 1) A wastewater treatment plant capacity fee per dwelling unit, plus
 - 2) A force main pipe capacity fee per dwelling unit, plus
 - 3) A connection fee for connection to the wastewater system.
 - (ii) **Non-Residential Tax Parcels.** For non-residential wastewater service, the EDU SDC is the sum of:
 - 1) A wastewater treatment plant capacity fee per EDU, plus
 - 2) A force main pipe capacity fee per EDU, plus
 - 3) A fee per connection or actual cost of connection, whichever is greater, for connection to the wastewater system.
 - (iii) **Laundromats.** For purposes of calculating EDU SDC's, a Laundromat shall be counted as one EDU, regardless of actual historic water consumption.
 - (iv) **Mixed-Use Tax Parcels.** For mixed-use wastewater service, the EDU SDC is the sum of:
 - 1) A wastewater treatment plant capacity fee per EDU, plus
 - 2) A force main pipe capacity fee per EDU, plus
 - 3) A fee per connection or actual cost of connection, whichever is greater, for connection to the wastewater system.
 - 4) For purposes of calculating EDU's, a Mixed-Use tax parcel shall be assigned at least one EDU for each dwelling unit plus at least one EDU. If the number of EDU's calculated on the basis of flow is greater than the number of dwelling units plus one, the Mixed-Use tax parcel shall be assigned the greater number of EDU's.

⁴³ Article X amended by Res #? to convert all future system impacts to SIC calculations, delete SDC calculations, delete subsections 10.01(b)(v)4), 10.01(b)(vi) & (vii) , 10.01(c), 10.01(d), and supersedes Resolution 21-08-14. added by Resolution 21-08-14 on August 19, 2014.¹⁰⁷

(v) **Unique Residential Parcel.** For a Unique residential parcel, the **EDU SDC** is the sum of:

- 1) A wastewater treatment plant capacity fee per dwelling unit, plus
- 2) A force main pipe capacity fee per dwelling unit, plus
- 3) A connection fee per required grinder pump system. ~~plus~~
- 4) Rescinded

(vi) Rescinded

(vii) Rescinded.

~~(c)-Rescinded.~~

~~(c)(i)-Rescinded~~

~~1)Rescinded~~

~~2)Rescinded~~

~~(c)(ii)-Rescinded.~~

~~(c)(iii)-Rescinded~~

~~(d) Rescinded.~~

(f) For non-residential or mixed-use parcels the tax parcel SIC includes the calculations set forth in Section 10.02 plus any additional direct or indirect costs incurred by the District to extend service to the tax parcel.

The following paragraphs are deleted.

~~10.01 *The System Development Charge (“SDC”) is the initial charge to each tax parcel representing a portion of the capital costs related to the construction of the District’s wastewater management facilities.*~~

~~10.01(a) *The SDC is in addition to any amount that may be expended by the customer owner/customer for system improvements and other fees required by the District.*~~

~~10.01(b) *Upon adoption of the final assessment resolution, the SDC (also known as the Initial Prepayment Amount) for each tax parcel shall become due. The SDC is dependent upon the EDU assignment if applicable as calculated in Section 10.02 below and the tax parcel’s classification as follows*~~

~~10.01 (b)(v) 4. *A low pressure equipment fee per required grinder pump system*~~

~~10.01 (b)(vi) ***Vacant Parcel.** The initial SDC for a vacant parcel will be the same as the SDC for a residential tax parcel improved with one dwelling unit.. Upon development of the parcel, the District may revise the SDC to reflect actual or permitted construction.*~~

~~10.01(b)(vii) ***Vacant Single-Family, Unique Residential Parcel.** The initial SDC for a vacant single-family, unique residential parcel shall be the same as the SDC for a vacant parcel as stated in Section 10.01(e)(vi). Upon development of the parcel, the District may revise the SDC to reflect actual or permitted construction*~~

~~10.01(c) *The **System Impact Charge (“SIC”)** is a charge to new customers and to existing customers who modify, add, or construct facilities that impose a potential increased demand on the District’s wastewater facilities. The SIC is in addition to any amount that may be expended by the customer owner/customer for system improvements and other fees required by the District.*~~

~~10.01(c)((i) ***Effective Date of System Impact Charge.** The effective date of the system impact charge will be the earlier of:*~~

~~10.01(c)(i) 1).The date the owner of a particular tax parcel requests review of a tax parcel whereby such review shall cause a system impact charge to accrue or~~

~~10.01(c)(i),.The date that an exclusion shall be removed in accordance with Section 10.04(f) below.~~

~~10.01(c)(ii) -The SIC includes calculations listed in Section 10.01(b) above plus any additional direct or indirect fees incurred by the District to extend service to the tax parcel.~~

~~10.01(c)(iii) .System Impact Charges (SIC) are due and payable in full at the time of imposition by the Board.~~

~~10.01(d) For the purpose of calculating System development charge or system impact charge wastewater treatment plant capacity fee, force main pipe capacity fee, connection fee and if applicable, low pressure equipment fee published in the latest final assessment resolution before the effective date of the applicable charge shall be used.~~

~~For the purposes of calculating EDU's for an improved Non-Residential tax parcel or Mixed-Use tax parcel the District will:~~

- (a) The District shall review ~~Review~~ the available metered water consumption (in gallons) for each ~~qualified~~ FKAA water meter attributable to a particular tax parcel during the thirty-six (36) consecutive months immediately prior to the year in which the calculation is made. The calculation shall include only those qualified water meters that are not assigned specifically to a dwelling unit or a laundromat.
 - (i) To account for unusually high readings, the District may, ~~at the District's discretion for the purposes of calculation,~~ adjust any particular monthly reading that exceeds three times the standard deviation plus the mean of the data to a number equal to the mean of all readings in the evaluation period.
 - (ii) A customer may submit sufficient proof that a particular reading is unusually high due to a leak. The District may replace that particular reading with a number equal to the mean of the remaining readings. Such replacement is limited to one reading per twelve (12) contiguous months of data. ~~If an owner of a tax parcel shall submit to the District sufficient proof that a particular reading is unusually high due to a leak the District may, at the District's sole discretion, replace that particular reading with a number equal to the mean of the remaining readings. Such replacement is limited to one reading per twelve (12) contiguous months of data.~~
 - (iii) ~~If the owner of a particular tax parcel requests the re-calculation of EDU assignment in accordance with Section 10.08 for the reason stated in Section 10.08(c) (iii)5) thereof, the District will base the calculation on the twelve (12) consecutive months beginning with the monthly reading immediately following the installation of the irrigation meter.~~
- (b) The District shall identify the highest three (3) consecutive months in the calculation period defined in paragraph(a) above using the adjusted, if applicable, and calculate their average.
- (c) Divide the resulting average in paragraph (b) above by 5,010, and round the quotient up to the next one-tenth.
- (d) If the tax parcel contains dwelling units, add 1 EDU for each dwelling unit on the tax parcel to the result of paragraph (c) above.
- (e) If the tax parcel contains a laundromat, add 1 EDU for each laundromat on the tax parcel together with the result of Paragraph (c) and the number of EDUs calculated in paragraph (d) above.
- (f) If the tax parcel has more than one FKAA meter, first the EDU assignment for each meter shall be calculated using the methodology in paragraph (a - e) above, then added together to calculate the final EDU assignment for the tax parcel. ~~If more than one qualified water meter is attributable to a particular tax parcel, the EDU assignment for each meter, calculated by using methods described in paragraphs (a - e) above, will be added together to calculate the EDU assignment for the parcel.~~
- (g) In no case shall the number of EDU's assigned to the parcel be less than 1.0.
- (h) If there is no data for water consumption ~~for by~~ a tax parcel, the District ~~shall will~~ use a reasonable method to estimate the projected water use for the tax parcel by using available data or an estimating methodology that is generally applied in the State of Florida for such purposes.

Section 10.03 Assessments Imposed Against Government Property.

- (a) If assessments are imposed against government property, the District shall first attempt to collect the assessments following the procedures in the Uniform Assessment Collection Act.
- (b) If the owner of a tax parcel does not remit the assessment to the Monroe County Tax Collector, the District shall provide assessment bills by first class mail to the owner of each affected parcel of government property. The bill shall be accompanied by a copy of the written notice sent to the owner as prepared according to the Uniform Assessment Collection Act, and a demand for payment.
- (c) Assessments imposed against governmental property shall be due on the same date as assessments against other tax parcels within the assessment area and, if applicable, shall be subject to the same discounts for early payment.
- (d) An assessment on government property shall become delinquent if it is not paid within thirty (30) Days from the due date. The District shall notify the owner of any government property that is delinquent in payment of its assessment within sixty 60 Days from the date such assessment was due. Such notice shall state in effect that the District shall initiate a mandamus or other appropriate judicial action to compel payment.
- (e) All costs, fees and expenses, including reasonable attorney fees and title search expenses, related to any mandamus or other action as described herein shall be included in any judgment or decree rendered therein. All delinquent owners of government property against which a mandamus or other appropriate action is filed shall be liable for reasonable costs and expenses incurred by the District, including reasonable legal fees, in collection of such delinquent assessments and any other costs incurred by the District as a result of such delinquent assessments including, but not limited to, costs paid for draws on a credit facility and the same shall be collectible as a part of or in addition to, the costs of the action.

Section 10.04 Exclusion from Non-ad Valorem Tax Roll. ⁴⁵

~~Excluded Parcels—General Provisions~~

- (a) The owner of a tax parcel subject to an SDC assessment may request that the tax parcel be excluded from the non-ad valorem tax roll for either of the following reasons: ~~The owner of any tax parcel listed on an assessment roll may request that the tax parcel be excluded from the assessment roll using procedures outlined in Section 10.08 below.~~
 - (i) The tax parcel is being conveyed or has been conveyed to the Monroe County Land Authority, or any other federal, state, or local agency, for the purpose of protecting the natural environment, providing public access, preserving wildlife habitat areas, or providing access to the management of acquired lands under the provision of Chapter 380, F.S., and/or Monroe County Code Section 2-397. To qualify for the exclusion, the property owner must submit proof acceptable to the District that:
 - 1) The conservation parcel has been or shall be purchased for conservation purposes.
 - 2) The conservation parcel is not capable of being improved with facilities that generate wastewater.
 - 3) A copy of a purchase and sale agreement for the subject tax parcel signed by the seller and buyer.

⁴⁵ Section 10.04 is amended by Res#? to amend which types of parcels qualify to be excluded from the non-ad valorem tax rolls, revises & adds subsections from current 10.05 & 10.06 rules, deletes current subsection 10.04(e).
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- (ii) Minimum Tax Bill. If a particular tax parcel, by virtue of any resolution duly passed by the Board of County Commissioners of Monroe County under the provisions of Section 197.212 F.S. (Minimum Tax Bill) shall not otherwise receive an annual tax notice, the District, at the District's sole discretion, may exclude the tax parcel from the non-ad valorem assessments.
- 1) Should a tax parcel be so designated, all non-ad valorem assessments and any fees associated with any tax certificates issued incidental to the collection of any non-ad valorem assessments shall be credited to the tax parcel.
 - 2) Should the owner of a tax parcel receiving such notice wish NOT to be excluded, they may notify the District in writing and such removal proceedings shall cease.
- (b) The owner must certify on a recordable instrument that if the then current owner later desires wastewater service to the parcel, or should the parcel contain a structure or facilities capable of creating wastewater that will enter the District's wastewater system, the owner agrees to pay the full direct and indirect District costs of providing the same. ~~*The District will consider, as grounds for exclusion of a tax parcel, any fact that show the tax parcel to be an excluded parcel as defined under one or more of the provisions in Section 10.05 or Section 10.06 below.*~~
- (c) Removal of an SDC Exclusion.
- (i) Subsequent to exclusion, should an excluded parcel contain a structure or facility capable of creating wastewater that shall enter the District's wastewater facilities, the exclusion shall become null and void and the District shall impose an SIC calculated in accordance with Section 10.01. Such SIC shall be due and payable in full at the time the exclusion is removed.
 - (ii) If the District, in its sole discretion, later provides wastewater service to the tax parcel at the owner's request, the District shall impose an SIC calculated in accordance with Section 10.01. Such SIC shall be due and payable in full at the time the exclusion is removed. ~~*To be considered, the parcel may not contain a structure or Facility capable of creating wastewater that wil enter the District's wastewater facilities.*~~
- (d) Non-ad valorem wastewater assessments paid prior to exclusion shall not be refunded or credited. ~~*The owners must certify that if they later desire wastewater services to the tax parcel or should the tax parcel, they agree to pay the full direct and indirect District costs of providing the same.*~~
- ~~*(e) If the District agreed that the tax parcel should be excluded from the assessment roll as a waived parcel, the tax parcel shall be excluded for the assessment roll if all of the owners duly execute a recordable instrument acknowledging that the owners are waiving any obligation of the District to provide wastewater service to the tax parcel.*~~
- (e) Exclusion Request Procedure.
- (i) The District may exclude a tax parcel when it deems appropriate.
 - (ii) A customer may request that the parcel be excluded from the non-ad valorem tax roll by submitting a form provided by the District Clerk. The completed form must include:
 - a) A concise statement of facts supporting the request for exclusion, and, if applicable, a statement of all disputed issues of material fact.
 - b) Such other information the applicant believes to be material to the request.
 - c) Description of the relief the applicant is seeking.

- (f) Filing Form
 - (i) The completed filing form must be submitted to the District Clerk using the US Postal service, or other third party service, facsimile, electronic mail (email) or in person to the District office.
 - (ii) Upon receipt by the District Clerk, the form shall be promptly time/date stamped.
- (g) Staff Review
 - (i) The District may conduct one (1) or more informal discussions with the applicant and may request additional information and documentation.
 - (ii) The filing form is not considered complete until all information and documentation have been received and deemed sufficient.
 - (iii) District staff shall review, and if appropriate, recommend that the tax parcel be excluded.
 - (iv) Staff shall endeavor to complete its review within fifteen (15) days after receipt of complete application.
 - (v) Upon completion of its review, staff shall prepare and submit a recommendation to the Board.
 - (vi) The District Clerk shall transmit, by US Postal service and email, a copy of the staff's recommendation to the applicant.
 - (vii) **NEW.BLUE.** The District Clerk shall endeavor to place staff's recommendation on the Board's regular meeting agenda not more than thirty (30) days after staff issues its recommendation.
- (h) Board Consideration
 - (i) The Board may accept or reject staff's recommendation or may schedule a public hearing after concluding there are issues of material fact.
 - (ii) The Board's decision shall be the District's final action on the request.

Section 10.05 Rescinded.⁴⁶ ~~— Excluded Parcels — Exemptions~~

~~In a case where the District has determined, in its sole discretion, that wastewater facilities shall not be provided to a parcel, such parcel shall be classified as "Exempt" and will not be subject to a System Development Charge. Parcel's must meet one or more of the following criteria:~~

~~(a) The tax parcel has been aggregated with one or more other adjoining tax parcel as recorded with the Monroe County Property Appraiser's office, and the aggregated parcels will receive wastewater service as a single property.~~

~~(i) In such case, the deleted tax parcel shall not be subject to an SDG.~~

~~(ii) The portion of SDG paid to date on the deleted tax parcel shall be credited to the surviving tax parcel.~~

~~(iii) Should such credit exceed the existing balance of the surviving tax parcel, the excess may be refunded under the provisions of Section 10.16 below.~~

(b) Deleted.

~~(c) The tax parcel cannot be improved consistent with existing zoning regulations or other legal constraints.~~

⁴⁶ Section 10.05 is deleted by Res#?

~~(d) The tax parcel cannot be improved due to physical conditions of the property that preclude improvement.~~

~~(e) The District has determined that, for reasons not otherwise specified in this Section and consistent with Federal, State and local regulations, the tax parcel shall not be provided with a connection.~~

Section 10.06 Rescinded.⁴⁷ ~~Excluded Parcels—Exemptions~~

~~(a) Under certain circumstances, the owner of a particular tax parcel subject to assessment of a SDC may waive the right to receive wastewater service and request the District suspend collection of the SDC and all future non-ad valorem assessments on the excluded tax parcels under one of the following designations:~~

~~(i) A **Contiguous Vacant Parcel** is defined as a vacant parcel immediately adjacent to a tax parcel served by the District and connected to the District's central wastewater collections system.~~

~~1) owners of contiguous vacant parcels may request a waiver provided that:~~

~~a) The use of the contiguous tax parcel is a subsidiary to the use of the assessed parcel and~~

~~b) That the parcel(s) subject to the waiver will not be improved with structures or facilities that might generate wastewater that will enter the District's wastewater facilities.~~

~~2) For purposes of this subsection, a contiguous tax parcel may be separated by a street or right-of-way from the assessed tax parcel.~~

~~3) Owners of the assessed tax parcel may request waivers for more than one parcel provided that the additional parcels are contiguous to the original parcel or another waived parcel included in the request.~~

~~4) The portion of the SDC paid to date on the excluded tax parcel shall be credited to the served tax parcel.~~

~~5) Should such credit exceed the existing balance of the served tax parcel, the excess may be refunded under provisions of Section 10.16 below.~~

~~6) Requests for waivers must adhere to the time provisions and procedures in Section 10.08 below to be considered.~~

~~(ii) **Tier 1 (One) Vacant Parcel**~~

~~1) Owners of vacant parcels designated as Tier I may apply for a waiver provided that:~~

~~a) The tax parcel is a vacant parcel and,~~

~~b) The tax parcel is classified as "Tier I" by the Monroe County Division of Growth Management.~~

~~2) Upon application by the owner(s) and verification of Tier I vacant status, the District shall remove any unpaid current non-ad valorem assessments and remove the tax parcel from all future non-ad valorem assessment rolls.~~

~~3) System Development Charges and non-ad valorem wastewater assessments paid prior to the effective date of the exclusion for Tier I parcels shall not be refunded.~~

~~(iii). **Conservation Parcel. Conservation Parcel.** If a vacant tax parcel is being conveyed to the Monroe County Land Authority or any other Federal, State or local agency for the purpose of protecting the natural environment, providing public access, preserving wildlife habitat areas, or providing access to management of acquired lands under the provisions of Chapter 380, F.S. and/or Monroe County Code~~

⁴⁷ [Section 10.06 deleted by Res #?](#)

~~section 2-397, the owner(s) may request the District exclude the tax parcel and waive all future assessments of the SDC for that parcel.~~

~~In the event that the tax parcel has unpaid KLWTD assessments, the District shall waive all such assessments and redeem any District related charges pertaining to any tax certificates on such tax parcel to facilitate the parcel conveyance.~~

~~All such conservation parcels purchased by any governmental entity for conservation purposes shall hereafter be excluded from the Key Largo Wastewater Treatment District's System Development Charge, provided that the governmental entity has submitted to the District documentation showing that:~~

~~the conservation parcel has been or shall be purchased by the governmental entity for conservation purposes, and~~

~~the conservation parcel is not capable of being improved with facilities that shall generate wastewater.~~

~~System Development Charges and Non-ad valorem wastewater assessments paid prior to the effective date of the exclusion for conservation parcels shall not be refunded.~~

~~**Minimum Tax Bill.** If a particular tax parcel, by virtue of any resolution duly passed by the Board of County Commissioners of Monroe County under the provisions of Section 197.212 F.S. (Minimum Tax Bill) shall not otherwise receive an annual tax notice, the District, at the District's sole discretion, shall exclude the tax parcel from the non-ad valorem assessment roll.~~

~~Should a tax parcel be so designated, all non-ad valorem assessments and any fees associated with any tax certificates issued incidental to the collection of any non-ad valorem assessments shall be credited to the tax parcel.~~

~~Prior to removing a tax parcel from the assessment roll under this provision, the District shall notify the parcel owner by first class mail to the address listed on the tax bill thirty (30) days prior to the date the tax parcel is to be reviewed by the Board of Commissioner for removal.~~

~~Should the owner of a tax parcel receiving such notice wish NOT to be excluded, they may notify the District in writing and such removal proceedings shall cease.~~

~~The owners must certify that if they later desire wastewater service to the parcel, they agree to pay the full direct and indirect District costs of providing the same.~~

Section 10.07 Subdivided ~~and Combined~~ Tax Parcels. ⁴⁸

(a) If any tax parcel shown on the non-ad valorem assessment roll is subdivided after the date of the final assessment resolution;

(i) The newly designated tax parcel shall be subject to an SIC. ~~the provisions of the final assessment resolution applicable to the parent tax parcel.~~

~~(ii) The newly designated tax parcel shall be subject to an SDC in accordance with Section 10.01 with the exception of~~

~~(iii) For the purpose of calculating the newly designated tax parcel's SDC, the wastewater treatment plant capacity fee, force main pipe capacity fee, and connection fee and if applicable, low pressure equipment fee published in the final assessment resolution applicable to the parent tax parcel shall be used.~~

⁴⁸ Section 10.07 is amended by Res #? to delete combined parcels from non-ad valorem calculation adjustments, delete subsections 10.07(a)(ii) through the end of rule 10.07.

~~(iv) The SDC may be paid using the Initial Prepayment Option in accordance with Section 10.11 below or the Annual Assessment payment program under provisions in Section 10.12 below. In the event that the Annual Assessment payment program is used, the number of payments shall not exceed the number of remaining payments on the parent tax parcel's annual Assessment payment program.~~

~~(v) If the effective date of subdivision of the parent tax parcel is more than twenty (20) years after the effective date of the final assessment resolution applicable to that tax parcel, the resulting SDC shall be calculated as an SIC in accordance with Section 10.01(c) above and shall be due in full at the time such SIC is effective.~~

~~(b) If any two or more previously assessed, contiguous tax parcels are combined through the Monroe County Property Appraiser, the provisions of Section 10.05(a) shall apply.~~

Section 10.08 [Rescinded](#) ⁴⁹ ~~– Conditions and Procedures for Requesting a Review of the Initial Prepayment Amount / System Development Charge.~~

- ~~(a) calculation of an SDC for a tax parcel is made on the basis of the state of development of the tax parcel known to exist at the time of calculation of the SDC, using one of the applicable tax parcel classifications in Section 10.01(b).~~
- ~~(b) Owners of a particular tax parcel who believe that their tax parcel was erroneously assessed, the initial prepayment amount was erroneously calculated or the circumstances pertaining to the state of the tax parcel have changes (warranting a review) may request a review under the provisions of this Section.~~
- ~~(c) Conditions for Request—The owner of a tax parcel may request a review for one or more of the following reasons:
 - ~~(i) They believe that their tax parcel was erroneously assessed.~~
 - ~~(ii) believe that the initial prepayment amount for their tax parcel was not accurately computed.~~
 - ~~(iii) believe that their usage has changed because of one or more of the following reasons:
 - 1) ~~Change of Use~~
 - 2) ~~Change of Business Use~~
 - 3) ~~Change of Dwelling Use~~
 - 4) ~~Pattern of Use Change~~
 - 5) ~~Irrigation Meter.~~ If the owner of a tax parcel believes that a significant portion of the water usage on which the District is calculating the EDU assignment for that tax parcel is used for purposes that do not burden District's wastewater facilities, the owner may apply to FKAA for the installation of a separate irrigation meter on the property.~~~~
- ~~(d) Time for Request.~~
 - ~~(i) The owner of a contiguous vacant tax parcel who desires the parcel to be designated as an excluded parcel under the of Section 10.06(a)(i) above must request this review before the later of September 30, 2014 or the fifth (5th) year following initial assessment.~~

⁴⁹ [Section 10.08 is deleted by Res #?](#)

- ~~(ii) The owner of a non-residential tax parcel who desires the parcel be reviewed for one or more of the stated in Section 10.08(c)(iii) above must request this review before the later of September 30, 2014 or the third (3rd) year following initial assessment.~~
- ~~(iii) All other requests submitted pursuant to this Section must be submitted no later than the last business day before August 31 of the year in which the annual non-ad valorem assessment roll is submitted.~~
- ~~(iv) Requests submitted after September 1 shall be considered requests for the next tax year and shall have no impact on the current year's non-ad valorem assessment.~~
- ~~(v) All recalculations resulting from requested submitted and reviewed under the provisions of the Section shall have immediate impact on the EDU assignment of the tax parcel for the purposes of monthly billing upon being regularly approved by Board of Commissioners.~~
- ~~(vi) A mailed request for review shall be considered timely if it is postmarked on or before the last day allowed for review.~~
- ~~(vii) The District shall review and, if appropriate, recalculate the SDC for a tax parcel upon:

 - 1) receipt of a request for review submitted in accordance with Paragraph d of this Section,
 - 2) when the District becomes aware that the use of the tax parcel shall change in a way that may increase or decrease the demand on the District's wastewater facilities,
 - 3) subsequent to previous adjustments which have been duly approved by the Board, the initial prepayment amount will be automatically reviewed annually for the two years following the initial review using twenty-four (24) and thirty-six months (36) of data respectively, or
 - 4) at the District's own instance.~~
- ~~(viii) If the adjustment to the SDC for a tax parcel results in an increase in the annual assessment, the District will hold a public hearing prior to making the adjustment as required by the Uniform Assessment Collection Act.~~
- ~~(e) Contents of Request. A request for review must contain:

 - (i) a concise statement of the facts upon which the owner bases the request for review, including a statement of all disputed issues of material fact. If there are no disputed issues of material fact, the request must so indicate;
 - (ii) copy of the rules, statutes, and other legal authority that the owner contends form the basis for relief requested;
 - (iii) a demand for the relief which the owner believes is appropriate; and
 - (iv) for request of waivers for contiguous vacant parcels (under the provisions of Section 10.06(a)(i) above) or Tier I Vacant Parcels (under the provisions of Section 10.06(a)(ii) above) payment in the amount of two hundred dollars (\$200); and.
 - (v) such other information that the owner believes to be material to the request for review.~~
- ~~(f) Procedure for filing request.

 - (i) The request for review must be delivered or mailed to the District in writing.
 - (ii) The District's Assessment Coordinator will review the request and exercise due diligence to issue a recommendation to the Board within fourteen (14) Business Days after receipt of a completed request for review.
 - 1) Prior to issuing the recommended decision, the assessment coordinator may conduct one or more informal discussions with the owner, and may request additional information and documentation.~~

- 2) ~~If requested by the owner, the District may extend the time for issuance of a recommendation.~~
 - 3) ~~The District Clerk or designee shall mail the recommendation to the owner and deliver a copy of the recommendation to the Board.~~
 - 4) ~~Upon issuance of the District's recommendation, the District Clerk shall place the recommendation on the Board agenda for a meeting not less than thirty (30) days after issuance of the recommendation.~~
 - 5) ~~Within fifteen (15) days after mailing the recommendation, the owner may request that the Board hold a public hearing, specifying any disputed facts that the owner considers material to the recommendation.~~
- (g) Board Review.
- (i) ~~The Board may accept or modify the recommendation or, if the Board concludes that there are disputed issues of material fact, the Board may schedule a public hearing.~~
 - (ii) ~~The Board's decision to accept or modify the recommendation after a public hearing, shall be the final District action on the request for review.~~
 - (iii) ~~Any adjustments to the EDU assignment shall be effective upon the Board's decision.~~
 - (iv) ~~Any adjustment to the SDC by the Board:~~
 - 1) ~~If issued on or before August 31, shall be applied to the next non-ad valorem assessment, or~~
 - 2) ~~If issued after August 31 shall be applied to the following year's non-ad valorem assessment.~~
 - (v) ~~Should the adjustment to the SDC result in an increase and such increase be effective later than twenty (20) years after the date of initial assessment, the amount of the increase shall be due in full immediately upon the Board's decision.~~

Section 10.09 Imposition of Assessments.

- (a) Assessments shall be imposed for each year in which any portion of the adjusted prepayment amount remains outstanding, the amount of which shall be computed in accordance with Section 10.13(e) below.⁵⁰
- (b) Upon the adoption of the final annual assessment resolution for each year, assessments to be collected by means of the Uniform Assessment Collection Act shall constitute a lien upon the assessed parcels, equal in rank and dignity with the liens of all State, County, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until the tax bill for such year is otherwise paid in full pursuant to the Uniform Assessment Collection Act.⁵¹
- (c) The lien shall be deemed perfected upon adoption by the District of the annual assessment resolution and shall attach to the real property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes.

⁵⁰ Amended by Resolution 17-08-15 ~~on August 4, 2015.~~

⁵¹ Amended by Resolution 17-08-15 ~~on August 4, 2015.~~

Section 10.10 ~~Rescinded.~~⁵² ~~System Development Charge (SDC) / Initial Prepayment Amount~~

- (a) ~~Upon adoption of the final assessment resolution, the SDC initial prepayment amount for each tax parcel shall become due.~~
- (b) ~~The initial prepayment amount for each tax parcel shall be calculated in accordance with Section 10.01.~~

Section 10.11 Initial Prepayment Option.

- (a) Prior to close of business on the last regular business day of August of any year, the owner of a tax parcel subject to an SDC may pay any amount of the SDC up to the remaining balance in full, by remitting such payment to the District.
- (b) The amount of all prepayments made pursuant to this section shall be final. The District shall not be required to refund any portion of a prepayment.
- (c) After August 31 of any tax year, any outstanding portion of the SDC shall be subject to a non-ad valorem assessment calculated in accordance with Section 10.13(e).

Section 10.12 Adjusted Prepayment Amount.

The adjusted prepayment amount for each tax parcel shall be an amount equal to the initial prepayment amount minus the sum of all calculated principal payments due ~~(as defined in)~~ pursuant to Section 10.13(b)(ii) as certified annually on the preceding years' tax rolls or pre-paid by or on behalf of the owner of a particular tax parcel directly to the District.

Section 10.13 Computation Method: Annual Non-Ad Valorem Assessment Roll.

- (a) Assessments shall be imposed for the applicable tax year and each succeeding tax year following the final assessment resolution applicable to the tax parcel in which any portion of the adjustment prepayment amount remains outstanding and shall be collected through the non-ad valorem assessment roll certified to the tax collector for collection in the manner authorized by the Uniform Assessment Collection Act. The annual interest rate applicable to the annual debt service component calculation for each non-ad valorem assessments roll shall be published in the final annual assessment resolution.
- (b) The **Annual Debt Service Component** shall be calculated for each calendar year in which the initial prepayment amount (or adjusted prepayment amount, if applicable) of the tax parcel is outstanding as follows:⁵³
 - (i) The District shall first calculate an annual interest rate equal to the lesser of the District borrowing rate or eight percent (8%).
 - (ii) The District shall next calculate the amount of principal due for the tax parcel by dividing the tax parcel's initial prepayment amount (or adjusted prepayment amount, if applicable) by the number of remaining years the assessment is payable, which shall initially be for a period of twenty (20) years.

⁵² [Section 10.10 deleted by Res#?](#)

⁵³ Amended by Resolution 17-08-15 ~~on August 4, 2015.~~

- (iii) The District shall then determine the interest due by multiplying the annual interest rate computed in Paragraph (1) above by the initial prepayment amount (or adjusted prepayment amount, if applicable.)
- (iv) The annual debt service component is then calculated as the sum of the amounts determined in (2) and (3) above.
- (c) The **Collection Cost Component** represents the proportional share of the total charge levied by the Monroe County Tax Collector to collect all assessment for the given tax year, which is estimated at 0.2% of the total annual assessment.
- (d) The **Statutory Discount Amount** shall be computed for each tax parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments. Such amount shall be calculated by deducting the sum of the annual debt service component and the collection cost component, from the quotient of the sum of the annual debt service component and the collection cost component divided by 96%.
- (e) The **Annual Assessment** for each tax parcel shall be computed as the sum of the annual debt service component from Section 10.13(b), the collection cost component from Section 10.13(c) and the statutory discount amount from Section 10.13(d).

Section 10.14 Optional Prepayment.

- (a) The owner of each tax parcel subject to the assessments shall be deemed to have prepaid all future unpaid assessments upon payment of an amount equal to the sum of the most recently calculated adjusted prepayment amount for such tax parcel minus the principal portion of the current year's annual assessment.
- (b) The District shall not be required to refund any portion of a prepayment.

Section 10.15 ~~Mandatory~~ Prepayment. ⁵⁴

- (a) The owner of a tax parcel subject to the assessment shall immediately prepay the adjusted prepayment amount for such tax parcel minus the principal portion of the current year's annual assessment, **if a tax certificate** has been issued and remains outstanding in respect of the tax parcel, and the District at its sole option elects to accelerate the assessment.

~~(b) The owner of a non-residential tax parcel subject to the assessment shall immediately prepay the adjusted prepayment amount for such tax parcel minus the principal portion of the current year's annual assessment prior to sale or transfer of that tax parcel.~~

- (i) ~~Mandatory Prepayment under this provision may be waived by the District at its sole option if the receiving owner of the non-residential tax parcel agrees to and assumes the assessment.~~
- (ii) ~~Such tax parcels are not eligible for waivers under the provisions of Section 10.04. or Section 10.05 or Section 10.06 above.~~
- (iii) ~~Such tax parcels shall not be eligible for an adjustment of their SDC under any of the provisions of Section 10.08(b)(iii).~~

- (b) The District shall not be required to refund any portion of a prepayment.

⁵⁴ [Section 10.15 amended by Res #? to delete current subsection 10.15\(b\) and title subsection 10.15\(c\) to \(b\).](#)

Section 10.16 [Rescinded](#).⁵⁵ ~~Procedures for Request of Refund~~

- ~~(a) Tax parcel owners who wish to request a full or partial refund of an overpayment of an SDC may do so under the provisions of this Section. The decision to issue a refund is at the sole discretion of the District. Under no circumstances shall the District be required to refund any portion of a prepayment or overpayment.~~
- ~~(b) Notwithstanding paragraph (a) above, if the District determines that a tax parcel was erroneously assessed, the tax parcel owner shall be entitled to a full refund of all SDCs, interest, fees and any other charges reasonably related to the erroneously assessed SDC under the provisions listed below.~~
- ~~(c) Tax parcels which have received a credit under the provisions of Section 10.06(a)(i) above (Contiguous Vacant parcels) or Section 10.07(b) above (Combined Tax Parcels) and hold a credit balance on the surviving parcel after such credit shall not be entitled to a refund after the later of September 30, 2014 or September 30 of the fifth (5th) year following the initial assessment.~~
- ~~(d) Request for Refunds must be submitted in writing. If a refund is requested as part of a review or waiver, such request must be included with the request for review or waiver.~~
- ~~(e) the event the District, at the District's sole discretion, determines that a refund is due and payable, the refund amount is limited to the amount paid by the current owner of the tax parcel.~~

Section 10.17 General Provisions.

- (a) **Method of Collection.** The assessments shall be collected pursuant to the Uniform Assessment Collection Act.
- (b) **Severability.** If any clause, section, or provision of these [General](#) Rules and Regulations shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said [General](#) Rules and Regulations shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.
- (c) **Conflict.** In the event that any portion of these [General](#) Rules and Regulations, or application thereof, conflicts with any State or Federal law, such State or Federal law shall prevail.

⁵⁵ [Section 10.16 deleted by Res #?](#)

Article XI. Billing and Payment for Service⁵⁶

Section 11.01 FCAA Billing.

The District has entered into a billing agreement with the Florida Keys Aqueduct Authority. FCAA's billing and payment procedures shall apply.

Section 11.02 Direct Billing.

(a) Procedure:

- (i) The District may elect to bill customers directly. ~~for providing wastewater service.~~
- (ii) Customers shall be billed on a one (1) time, semi-annual, quarterly or monthly basis.
- (iii) See the District Fee Schedule ~~Section 9.03(e)~~ for billing charges.
- (iv) Billing ~~shall~~ will commence based on the earlier of terms of a signed agreement or initiation of service. ~~upon initiation of service or the mandatory connection date, whichever is earlier.~~
- (v) Payments for services are due and payable within thirty (30) days of receipt of the bill. Non-receipt of a bill by the customer ~~shall~~ will not release the customer from the duty to make reasonable inquiry as to the amount of the bill and prompt payment thereof, on or about its due date, in accordance with the customer's billing cycle.

(b) Returned Checks:

- (i) The District ~~shall~~ will impose a Returned Check Charge for each dishonored check that is returned by the bank. Only cash, cashier's checks, or money orders ~~shall~~ will be accepted as payment for checks which have been dishonored. The customer's account ~~shall~~ will be annotated upon receipt of a dishonored check. Issuance of two (2) dishonored payments within an eighteen (18) month period ~~shall~~ will preclude the acceptance of another check for a period of 12 months from date of settlement of the first dishonored check, or Bank Draft. During this time only cash, cashier's checks or money orders shall be accepted for payment.

(c) Delinquent Accounts:

- (i) An account ~~shall~~ will be considered delinquent if payment for service is not received by the District by the due date. If the due date falls on a weekend or official Holiday, the due date shall will be extended to the next business day. In the event partial payment of a bill is made, that portion of the bill not paid within thirty (30) days of billing ~~shall~~ will be considered delinquent.
- (ii) Delinquent Accounts ~~shall~~ will be charged a Delinquent Account Charge. Refer to District Fee Schedule.⁵⁷ ~~in the amount greater of \$4.00 or ten percent (10%) of the total amount that is the delinquent outstanding balance.~~
- (iii) Service may be ~~shut off~~ discontinued if the total delinquent amount that is past due is not received by the District within thirty (30) days after the due date.
- (iv) For service to be restored the customer must request restoration of service and pay all amounts due, including the applicable Service Charge.
- (v) In the event the account has been final billed as a result of account delinquency, service ~~shall~~ will not be restored until the customer has paid all applicable fees, outstanding balances due, and service charges.

⁵⁶ Article XI amended entirely by Resolution 03-2023 on March 7, 2023 and supersedes Resolution 21-08-14. 2014.

⁵⁷ Section 11.02(c)(ii) emended by Res#? to referenc¹²² District Fee Schedule

- (vi) Notwithstanding any other provision of these rules, when wastewater service is subject to [shut off termination](#) due to account delinquency, the District may restore such service prior to payment of all amounts due, provided the customer has entered into a negotiated payment agreement.
- (vii) Failure to pay amounts due the District within the time designated for payment [shall will](#) result in the District exercising all reasonable business efforts to collect such unpaid amount, including delinquent fees, interest, attorney fees and filing charges.

Section 11.03 Rescinded ⁵⁸

Section 11.04 Rescinded ⁵⁹

Section 11.05 Rescinded ⁶⁰

Section 11.06 Rescinded ⁶¹

⁵⁸ Section moved from 11.03 to 11.02(a)(ii) in its entirety by Resolution 03-2023 [on March 7, 2023](#).

⁵⁹ Section moved from 11.04 to 11.02(b) in its entirety by Resolution 03-2023 [on March 7, 2023](#).

⁶⁰ Section moved from 11.05 to 11.02(c) in its entirety by Resolution 03-2023 [on March 7, 2023](#).

⁶¹ Section moved from 11.06 to Section 9.07 in its entirety by Resolution 03-2023 [on March 7, 2023](#).

Article XII. Vessel Sanitary Wastewater⁶²

Section 12.01 Purpose.

- (a) The rules provided herein are applicable to commercial and non-commercial boating facilities such as marinas, community boat basins and similar facilities that:
 - (i) meet the District's wastewater requirements; and
 - (ii) provide sanitary wastewater pump-out services for vessels.
- (b) The District shall accept sanitary wastewater discharge from boating facilities meeting the District's standards for acceptance.
- (c) Vessel wastewater entering the District's wastewater collection system shall contain only sanitary wastewater and must not contain contaminants deleterious to the District's wastewater treatment facilities, including but not limited to, wash-down water, engine flushing water and bilge water.
- (d) Discharge of wastewater with a visible sheen from fuel or oil is prohibited.

Section 12.02 Requirements for Connection

- (a) Pump-out systems may, but are not required to, connect to the District's wastewater collection system.
- (b) Each pump-out system connection to the KLWTD collection system shall have received all required permits or approvals from Monroe County and any state or federal regulatory agency having jurisdiction over the pump-out system, and must conform to all requirements of the KLWTD Construction Standards.
- (c) The pump-out system must be a commercially available positive displacement pumping system with product specifications approved by the District. The pump-out system must have a totalizing elapsed time meter indicating the accumulated run time for the pump-out system.
- (d) The pump-out system must have a non-clogging flow meter with totalizer on the discharge side of the pump-out system pump. The meter must be calibrated at least annually by a licensed professional.
- (e) The pump-out system must be maintained by a licensed professional contractor under an annual maintenance contract with the property owner. Maintenance inspections must be performed and documented at least semi-annually. The maintenance contract must be submitted to the District prior to final approval of the connection.
- (f) The property owner must grant an access easement to the District to allow for inspections of the pump-out system by District staff.
- (g) For pump-out systems connecting to the District's vacuum collection system, the pumping rate shall not exceed:
 - (i) buffer tank 30 gallons per minute.
 - (ii) vacuum pit 10 gallons per minute.
- (h) For pump-out systems connecting to the District's force main system:

⁶² Article XII added by Resolution 03-2023 on March 24, 2023.

- (i) the design must be completed by a Professional Engineer licensed in the State of Florida to ensure that pumping capabilities are sufficient and that safeguards are in place to prevent back-feeding of sewage from the District's pressurized force main should a break or other failure of the onsite pump-out system occur.
- (ii) the designed discharge pressure of a pump-out system must be compatible with the operating pressures in the District's force main at the point of connection.

Section 12.03 Fees and Charges

- (a) See [the District Fee Schedule](#) ~~Section 9.03(c)~~ for Base and Volumetric charges.
- (b) Boating facilities shall be required to pay, prior to connection, all direct and indirect fees incurred by the District to extend service to the pump put system.
- (c) The District shall read the pump-out meter(s) semi-annually and record the total volume of all vessels' wastewater pumped from the boating facility.

Article XIII. District Fee Schedule ⁶³

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 \$700.00
- 3.06(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~~ ~~\$27.13~~ monthly base charge per dwelling unit or EDU reflected in the most recent assessment of the tax parcel.
- 9.03(a)(ii) ~~\$28.81~~ ~~\$27.13~~ monthly base charge per dwelling times # of dwellings or EDU's attributed to that customer.
- 9.03(a)(vi) ~~\$28.81~~ ~~\$27.13~~ monthly base charge.
- 9.03(a)(vii) ~~\$46.88~~ ~~\$44.14~~ monthly charge (Alternative charge billed by FKAA)
- 9.03(b)(i) ~~\$5.42~~ ~~\$4.26~~ per 1,000 gallons.
- 9.03(b)(ii) ~~\$5.42~~ ~~\$4.26~~ per 1,000 gallons.

9.06 Service Charges:

- 9.06 8:00am-4:00pm business days ~~\$20.00~~.
- 4:00pm-8:00am or weekends or holidays ~~\$60.00~~.

9.07 Adjustment of Monthly Fees and Charges:

- 9.07(a)(ii) 2) ~~\$4.52~~ ~~\$4.26~~ 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#?](#)

Article XIV. Definitions and Construction of Terms ⁶⁴

Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder” and similar terms refer to these rules; and the term “hereafter” means after, and the term “heretofore” means before the adoption of these rules. Words of one gender include the correlative words of the other gender, unless the sense indicates otherwise. Additionally, the terms set forth below have the following meaning except where the context clearly otherwise requires:

“**Act**” or “**the Act**” refers to The Federal Water Pollution Control Act, also known as the Clean Water Act, as amended, 33 U.S.C. 1251 et seq.

“**Active Account**” means that Service exists between an ~~an Owner/~~customer and the District, under which the District stands ready to serve and service is rendered or available on demand and payment for said service is made or due from the recipient.

“**Adjusted Prepayment Amount**” means the amount required to prepay the assessment for each tax parcel against which a non-ad valorem assessment is levied pursuant to this resolution: (A) following issuance of the original obligations as computed pursuant to Section 10.13 hereof and (B) revised annually pursuant to Section 10.12 hereof.

“**Alternative Water Supply Wastewater Service**” means wastewater service to a property that is used exclusively for residential purposes and that receives potable water by a means other than the customer’s FKAA water meter. An example of Alternative Water Supply Wastewater Service is wastewater service to a home that uses a rainwater collection system for its potable water supply.⁶⁵

“**Annual Assessment Resolution**” means the resolution adopted by the District approving 1) an Assessment Roll, 2) establishing the adjusted cost for specific components of the Assessment Roll including but not limited to the connection, capacity and equipment costs applicable to all tax parcels initially assessed that year and 3) the interest rate used to calculate the assessment roll for that specific tax year in accordance with the Uniform Assessment Collection Act.

“**Annual Debt Service Component**” means the amount computed for each tax parcel pursuant to Section 10.13(b) hereof.

“**Assessment Area**” means the ~~proposed~~ initial wastewater assessment area described in Section ~~10.02~~ 1.02 hereof.

~~DELETED ORIGINAL. “Assessment Coordinator” means a Person or Persons designated by the District to be responsible for coordinating Assessments.~~

“**Assessment Roll**” means a roll of non-ad valorem charges prepared by the District and certified to the Monroe County Tax Collector for collection. ~~Annually, the District may prepare a preliminary and, upon review~~

“**Assessment**” means a charge imposed by the District against real property within the assessment area to fund the capital cost of utility improvements or the operating cost of related services, as provided for in the District assessment resolutions. The assessment may represent a portion of the total system development charge as calculated herein and in accordance with the Uniform Assessment Collections Act or may represent the entire system development charge where applicable.

“**Biological Oxygen Demand**” or “**BOD**” means the quantity of oxygen used in the biochemical oxidation of organic matter at a specified time, at a specified temperature, and under specified conditions. It also

⁶⁴ [Article XIV is amended by Res#? to re-title the Article from XIII](#)

⁶⁵ Definition added by Resolution 20-06-13 ~~on June 12, 2013.~~

means a standard test for assessing Wastewater strength expressed in the demand for oxygen for a five-day period as specified in Chapter 62-160, FAC.⁶⁶

“**Board**” means the Board of Commissioners of the Key Largo Wastewater Treatment District.

“**Business Day**” means the period of each Day from 8:00 A.M. to 5:00 P.M*., Monday through Friday, excluding the District’s Official Holidays. (*Customer Service Hours are from 8:30AM to 4:30PM.)

“**Capital Cost**” means all or any portion of the expenses that are properly attributable to the acquisition, design, construction, installation, reconstruction, renewal, or replacement (including demolition, environmental mitigation, and relocation) of the wastewater management facilities, and imposition of the assessment under generally accepted accounting principles ~~principals~~; and including reimbursement to the District for any funds advanced for capital cost and interest on any interfund, intrafund, or temporary construction loan for such purposes.

“**Collection Cost Component**” means the amount computed for each tax parcel pursuant to Section 10.13(c) hereof.

“**Collection Cost**” means the estimated cost to be incurred by the District in connection with the collection of assessments for a particular tax year including, but not limited to, costs associated with billing and collection, financing charges, and other charges or costs associated with the use of the Uniform Assessment Collection Act.⁶⁷

“Connection” – refer to “Service Connection”. ⁶⁸

“Connection Points” means cleanout boxes. ⁶⁹

“**Contiguous Vacant Parcel**” means a vacant parcel immediately adjacent to a tax parcel served by the District and connected to the Districts central wastewater collections system.

“**County**” means Monroe County, a political subdivision of the State of Florida.

“**Cross-Connection**” means any physical arrangement whereby a water supply is connected, directly or indirectly, with any other system capable of imparting contamination to the supply as the result of backflow.

“**Customer**” means any person is entitled to receive wastewater service. ~~that accepts or receives wastewater service.~~

“**Day**” means one (1) twenty-four (24) hour period.

“**Delinquent Account Charge**” means the charge billed customers when all or part of the payment on their account has become delinquent. ~~The Delinquent Account Charge is based on the outstanding balance as shown in Section 11.02(c).~~

“**Delinquent Account**” or “**Delinquency**” means that for an active account, payments for satisfaction of some or all past and current fees and charges are past due by at least two bill payment cycles. ~~of said active account, but service has not yet been shut off discontinued.~~

⁶⁶ Definition added by Rule Change #16 on August 26, 2006.

⁶⁷ Amended by Resolution 17-08-15 ~~on August 4, 2015.~~

⁶⁸ Definition added by Res#?

⁶⁹ Definition added by Res#?

“**Department of Environmental Protection**” or “**FDEP**” means the State of Florida Department of Environmental Protection.

“**Department of Health**” or “**DOH**” means the State of Florida Department of Health.

“**Developer**” means a person developing property for resale, rental, or lease, to which wastewater service may be provided by the District.

“**Discharge**” means the introduction of pollutants into a wastewater system from any source, directly or indirectly, by means of pipes, conduits, pumping stations, ditches, or tank trucks, and all constructed devices and appliances appurtenant thereto.

“**District Fee Schedule**” means the District’s list of fees and charges imposed by the District. ⁷⁰

“**District Borrowing Rate**” means the District’s weighted average borrowing rate based on the average interest rate of debt instruments issued by the District to fund the project cost of the wastewater management facilities, which are secured by proceeds of the assessments.

“**District Obligation**” means an original obligation secured by proceeds of the assessments.

“**District**” means the Key Largo Wastewater Treatment District.

“**Dwelling Unit**” means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, one single-family house, one-half of a duplex, one apartment, one residential condominium unit (whether in a single-unit building or a multiple-unit building), or one mobile home or recreational vehicle space not regulated under Chapter 513, F.S. An Employee Housing Unit that is part of a Commercial Accommodation facility is not a Dwelling Unit.⁷¹

“**Easement**” means any legal right for the specific use of land owned by others.

“**Enforcement**” means actions taken in response to noncompliance with or violation of these rules or any other applicable rules, regulations, ordinances or laws.

“**Equivalent Dwelling Unit**” or “**EDU**” means a system capacity equivalency unit corresponding to an average of one hundred and sixty-seven (167) gallons per day of potable water usage.⁷²

“**Excluded Parcel**” means a tax parcel, as determined by the District, that shall not receive a special benefit from construction of the District wastewater management facilities and accordingly, not be included in the District’s tax roll. To be designated as an excluded parcel, the tax parcel must not be improved with facilities or structures that generate, or might generate, sewage that shall be managed by the District wastewater management facilities.

“**FAC**” means the Florida Administrative Code.

“**Final Assessment Resolution**” means the resolution that shall confirm, modify, or repeal this resolution and that shall be the final proceedings for imposition of assessments described in this resolution.

“**Fiscal Year**” means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the District.

⁷⁰ [Definition added by Res#?](#)

⁷¹ Definition added by Resolution 20-06-13 ~~on June 18, 2013.~~

⁷² Definition added by Resolution 20-06-13 ~~on June 18, 2013.~~

“**FKAA**” means the Florida Keys Aqueduct Authority.⁷³

“**Force Main**” means a pipe owned by the District and used to transmit wastewater from a pump station to a treatment facility.

“**General Manager**” means the General Manager of the Key Largo Wastewater Treatment District.

“**Government Property**” means a tax parcel owned by the United States of America, the State of Florida, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

“**Initial Prepayment Amount**” means the amount required to pay in full the system development charge for a particular tax parcel prior to being included in the annual assessment roll as set forth in the applicable assessment resolution.

“**Irrigation Meter**” means a particular type of meter as defined and installed by the Florida Keys Aqueduct Authority as an “Irrigation Meter” for parcels commercial properties that have excessive potable water use that does not enter return to the wastewater system.

“**KLWTD Rules and Regulations**” means the Key Largo Wastewater Treatment District General Rules and Regulations as may from time to time be amended.

“**KLWTD**” means the Key Largo Wastewater Treatment District.

“**Laundromat**” means a stand-alone laundry business that provides self-service and non-self-service laundry facilities to the public, consisting of washing machines, dry cleaning machines, and clothing dryers, in any combination. “Laundromat” does not include laundry facilities that are located in or otherwise associated with a commercial accommodation.⁷⁴

“**Minimum Design and Construction Standards and Specifications**” means the engineering design and construction specification demands of the District related to wastewater facilities constructed by any developer, owner, customer or user, which are adopted by reference in these rules.

“**Mixed-Use Tax Parcel**” means a tax parcel improved with a structure or group of structures, comprising one or more dwelling units, and one or more units that are not a dwelling unit, or a laundromat.

“**Monthly Base Charge**” means the monthly recurring charge based on the EDU assignment of the billed entity and charged as described in Section 9.03.

“**Monthly Volumetric Charge**” means the monthly charge based upon the volume of potable water used by the billed entity and charged as described in Section 9.03(b).⁷⁵

“**Multi-Family, Unique Residential Parcel**” means a unique residential parcel intended for more than one dwelling unit and less than seven dwelling units.

“**Non-Ad Valorem Assessment**” means assessments which are not based upon millage and which can become a lien against a homestead as permitted by s. 4, Art. X of the State Constitution. Non-ad valorem assessments are based on the improvement or service cost allocated to a property and are levied on a benefit unit basis, rather than on value.

⁷³ Definition added by Resolution 20-06-13 ~~on June 18, 2013~~.

⁷⁴ Definition added by Resolution 20-06-13 ~~on June 18, 2013~~.

⁷⁵ Definition added by Resolution 20-06-13 ~~on June 18, 2013~~.

“Non-Residential Tax Parcel” means a tax parcel classified by the Property Appraiser as other than “residential” and that is improved with a structure or structures, no part of which is a dwelling unit.

[“Office” means the District office located at 103355 Overseas Highway, Key Largo FL.](#) ⁷⁶

“Official Holidays” means those holidays observed by the District and include: New Year's Day, Birthday of Martin Luther King, Jr. (third Monday in January), President's Day, Memorial Day, [Juneteenth Day](#), Independence Day, Labor Day, Columbus Day, Veterans' Day (November 11), Thanksgiving Day, Friday after Thanksgiving and Christmas Day, and one optional day as designated by the General Manager. Any holiday falling on a Saturday shall be observed on the preceding Friday and any holiday falling on a Sunday shall be observed on the following Monday.⁷⁷

“On-Site Treatment and Disposal System” or **“OSTDS”** means a wastewater treatment system utilizing subsurface effluent disposal (absorption field or Class V injection well) such as a conventional septic tank, aerobic treatment unit, on-site wastewater nutrient reduction system, package sewage treatment facilities.

“Operating Cost” means all or any portion of the expenses that are properly attributable to providing Services under generally accepted accounting [principles](#) ~~*principals*~~.

“Original Obligations” means that portion of a series of bonds or other evidence of indebtedness, including without limitation notes, commercial paper, capital leases, or any other obligations issued or incurred to finance the project cost of the District wastewater management facilities.

“Owner” means a person who is the record owner of any [tax parcel](#). ~~*premises*~~.

[“Parcels” means properties that are classified as residential, or non-residential ,or laundromats, or mixed-use, or unique residential. Also refer to “Tax Parcel”.](#)

“Person” means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, ~~*masculine or feminine*~~, private or governmental, as the context may require.

[“Plan Review” means the District’s review of development or re-development plans to determine impact on wastewater service.](#)

“Point of Service” means: the point where the District’s wastewater facilities connect to customer-installed, owned, operated and maintained facilities. The point of service shall generally be at the point where the building gravity wastewater service lateral intersects the right-of-way line or, in the event a utility easement exists adjacent to the right-of-way line, at the point where the building wastewater service lateral intersects the utility easement line furthest from the main.

“Pollutant” means any dredged spoil, solid waste, incinerator residue, wastewater, garbage, wastewater sludge, munitions, chemical wastes, biological materials, radioactive materials, heat, wrecked or discharged equipment, rock, sand, cellar dirt or industrial, municipal, or agricultural waste discharged into water.

[“Public Records” means District documents available to the public.](#) ⁷⁸

⁷⁶ [Definition added by Res#?](#)

⁷⁷ Definition amended by [Res #?](#) and supersedes Resolution 03-03-18 ~~*on March 6, 2018.*~~

⁷⁸ [Definition added by Res#?](#)

“**Premises**” means any and all real property and tangible personal property affixed to real property served or capable of being served by the District ~~as a result of the existence of a service connection.~~

“**Pretreatment**” means reduction of the amount of pollutants, the elimination of pollutants, or the alteration of the nature of pollutant properties in wastewater prior to or in lieu of discharging or otherwise introducing such pollutants into a wastewater collection or treatment system.

“Private Property” means tax parcels owned by individuals or groups, distinct from public or government owned property.⁷⁹

~~“Project Cost” means (A) the aggregate Initial Prepayment Amount of all tax parcels subject to the assessment prior to any prepayments, (B) the Transaction Cost associated with the District obligations attributable to District wastewater management facilities, (C) interest accruing on such District obligations for such period of time as the District deems appropriate, (D) the debt service reserve fund or account, if any, established for the District obligations attributable to District wastewater management facilities, and (E) any other costs or expenses related thereto.~~

“**Property Appraiser**” means the Monroe County Property Appraiser.

“**Qualified Water Meter**” means a water meter which provides service to a tax parcel and has a service type designation of “WRES” or “WNONRES” according to FCAA records.

~~“Related Service” means the operation and maintenance of a Utility Improvement.~~

“**Residential Tax Parcel**” means a tax parcel improved with a structure or structures that are comprised exclusively of dwelling units and their appurtenances, such as garages, sheds, swimming pools, and boat docks.

“**Returned Check**” or “**Bank Draft**” charge is a charge based on the estimated administrative cost of collecting the amount due from the tendered check or bank draft that was not honored by the payer’s bank as provided by Chapter 832.07, Florida Statutes.

“**Service Charge**” means the charge ~~assessed customers~~ to reinstate service, or per event, when the District travels to the Premises or for administrative processing by the District.⁸⁰

“**Service Connection**” means the physical attachment of the District’s facilities to those facilities of any property through which wastewater service is deliverable.

“**Service Lateral**” means the pipe which connects the District’s collection facilities to the service connection at the point of service. Said pipe is typically situated on private property and is owned, operated and maintained by the owner.

~~“Service Unit” means premises, an area, or a module or modules consisting of a delineated space, or an enclosure of one (1) or more spaces or rooms with either appurtenant or common or public bathroom facilities or installations of other wastewater generating fixtures, and used for a single residential or non-residential use. Service units fall into the general categories of permanent, boat slip/dock/berth, and mobile.~~

“**Service**” means the readiness to accept or the acceptance of wastewater from a customer at a point of service by the District.

⁷⁹ [Definition added by Res #?](#)

⁸⁰ [Definition amended by Res#? for clarification.](#) 132

“**Sewer**” means any pipe, conduit, or other device used to collect and transport wastewater and from which storm water, surface water, and groundwater are generally excluded. As the context requires, the term is synonymous with the term wastewater or other terms incorporating such term therein.

“**Single-Family, Unique Residential Parcel**” means a unique residential parcel intended for a single dwelling unit.

“**Sludge**” means any solid or semisolid waste generated from a wastewater treatment plant, water supply treatment plant, or air pollution control facility exclusive of the treated effluent from a wastewater treatment plant.

“**State**” means the State of Florida.

“**Statutory Discount Amount**” means the amount computed for each tax parcel subject to the assessments pursuant to Section 10.13(d) hereof.

“**Suspension**” means that the monthly base charge will not be imposed. ⁸¹

“**System Impact Charge**” or “**SIC**” is a charge for imposing to new customers and to existing customers who modify, add, or construct facilities that impose a potential increased demand on the District’s wastewater facilities. ⁸² ~~The SIC is in addition to any amount that may be expended by the owner/customer for system improvements and other fees required by the District.~~

“**System Development Charge**” or “**SDC**” means the initial charge to each tax parcel representing a portion of the capital costs related to the construction of the District’s wastewater management facilities.

“**Tampering**” means any willful alteration or interference with a water meter or wastewater system components and facilities owned by the District, except for turning the valve associated with the water meter for the purpose of temporary disconnection of Service. Tampering includes obtaining unauthorized service to a premises or location.

“**Tax Collector**” means the Monroe County Tax Collector.

“**Tax Parcel**” means a parcel of real property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“**Tax Roll**” means the real property ad valorem tax assessment roll maintained by the Monroe County Tax Collector for the purposes of the levy and collection of ad valorem taxes.

“**Tier I**” or “**Tier One**” is a tier designation assigned by the Monroe County Division of Growth Management to a parcel located within Monroe County that identifies it as “environmentally sensitive land.”

~~“**Transaction Cost**” means the costs, fees, and expenses incurred by the District in connection with the issuance and sale of any series of District obligations, including without limitation (A) rating agency and other financing fees; (B) the fees and disbursement of bond counsel and disclosure counsel, if any; (C) the underwriter’s discount; (D) the fees and disbursements of the District’s financial advisor; (E) the costs of preparing and printing the District obligations; (F) the fees payable in respect of any bond or reserve account insurance policy; (G) administrative, development, credit review, and all other fees associated with any pooled commercial paper or similar interim financing program; (H) any private placement fees; and (I) any other costs of a similar nature incurred in connection with the issuance of such District obligations.~~

⁸¹ [Definition added by Res #?](#)

⁸² [Definition amended by Res#? for clarification.](#) 133

“Uniform Assessment Collection Act” means the method of collecting non-ad valorem assessments provided in Chapter 197.3632, Florida Statutes.

“Unique Residential Parcel” means a residential tax parcel which can only deliver wastewater to the main collection system by means of a pumping mechanism and by connecting either to a low pressure collection system or to a transmission main. A unique residential parcel does not include a residential multi-family tax parcel consisting of more than six dwelling Units or a tax parcel for which the District has provided a connection point capable of receiving wastewater by gravity, such as a gravity collection system or a vacuum pit.

“User” means any person responsible for the discharge of wastewater into a wastewater system.

“Utility Improvement” means a capital improvement constructed or installed by the District for the special benefit of a neighborhood, district, or other benefited area.

“Vacant Parcel” means a tax parcel ([excluding parcels having construction permits](#)) that is unimproved with any structures or facilities such as quick-connect fixtures for recreational vehicles that might generate wastewater. ⁸³ ~~but does not include a tax parcel for which permits have been issued for construction.~~

“Wastewater Collection System” means a system for carrying wastewater including but not limited to, domestic, industrial, medical, holding tank or other waste, to which storm, surface, and groundwater are not intentionally admitted.

“Wastewater Facilities” or **“Wastewater System”** means the system comprised of all structures, equipment, and processes required to collect, carry away, and treat domestic, industrial, medical, holding tank and other wastes and dispose of the effluent.

“Wastewater Management Facilities” means all facilities acquired, designed, constructed, installed, reconstructed, renewed, or replaced by the District for the purpose of collecting, transporting, and treating Wastewater and disposing of the byproducts of such treatment. In general, wastewater management facilities may be characterized as one of three types: collection system, transmission main, and treatment plant. ⁸⁴

“Wastewater” means liquid and water-carried industrial, domestic, medical, food, superfluous solid, gaseous material, holding tank or other wastes from residences, commercial establishments or manufacturing facilities, whether treated or untreated, which are discharged into a wastewater system.

“Waste Stream Monitoring” means a self-monitoring program for high BOD levels. ⁸⁵

⁸³ [Definition amended by Res #? for clarification.](#)

⁸⁴ Definition added by Resolution 20-06-13 ~~on June 18, 2013.~~

⁸⁵ [Definition added by Res #?](#)

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

Meeting Date:
March 18, 2025

Agenda Item Number: O-3

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
South Cliff Holdings LLC SIC

Summary:
Mr. Frank Pla is requesting that the Board extend the payment period for the SIC previously imposed on South Cliff Holdings LLC in the amount of \$112,241.25.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 112,241.25

Funding Source:
N/A

Budgeted:
N/A

1. Notice of System Impact Charge
2. Map
3. KLWTD System Impact Charges - Examples of Charges & Payment Terms
4. Monroe County ILA
5. Correspondence from Kevin Wilson

Approved By:  Date: 3/11/2025
General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

January 4, 2024

South Cliff Holdings LLC
1527 Shaw Dr
Key Largo, FL 33037

Re: System Impact Charge - 95295 Overseas Highway, in SOUTHCLIFF ESTATES

Dear Messrs. Riehl and Pla:

Please be advised that the Key Largo Wastewater Treatment District's ("District") Board of Commissioners ("Board") will consider imposing a System Impact Charge ("SIC") for the above-referenced parcel at its regularly scheduled meeting at 4:00PM on Tuesday, January 23, 2024.

The SIC is a charge to customers who construct facilities that impose a potential increased demand on the District's wastewater facilities. The SIC is the sum of the System Development Charge ("SDC"), plus any additional direct or indirect fees incurred by the District to extend service to your parcel.

The construction of 26 dwelling units will result in an increased demand on the central wastewater system which requires the installation of a Buffer Tank. If approved by the Board, the following changes will be made to your account:

EDU Assignment: KLWTD Rules and Regulations provide that each dwelling unit shall be assigned 1 EDU. Your Parcels' EDU assignment, which is used to calculate the SIC, will increase from 3.0 EDUs to 29.0 EDUs (see attachment for calculations).

Additional Fees: You have elected to purchase the materials and install the buffer tank and other necessary infrastructure at your cost which will eliminate the construction costs from the calculation of additional fees. However, during review of your design plans to determine whether they comply with industry and District construction standards, the District's engineer identified several deficiencies that require correction. Revised plans were resubmitted for review several times before final approval. The District incurred a total cost for design plans review of \$7,138.75. (You will receive credit for the \$6,337.50 already paid). According to the District's engineer, the District will incur construction phase engineering expenses of approximately \$2,500.00. The attached table shows the fees incurred to date, plus the estimated fees to be incurred prior to the project's completion and includes credit for the previously paid design review fee.



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

South Cliff Holdings LLC

January 4, 2024

Page Two

Total SIC Amount: Payment of the \$112,241.25 SIC is due in full upon the Board's approval (see attachment for calculations).

Monthly Wastewater Base Charge: The District collects a base charge billed monthly by the Florida Keys Aqueduct Authority of \$27.13 per EDU ($\$27.13 \times 29 \text{ EDUs} = \786.77). This charge does not include the monthly volumetric charge (\$4.26/1,000 gallons). Note, meters coded as Fire or Irrigation are not included in the calculation of the monthly wastewater base charge.

You have the right to appear at the meeting, present evidence, and have witnesses testify on your behalf. If you choose to appear or present evidence, please notify the District Clerk (at 305-451-4019 ext. 210 or Shannon.McCully@klwtd.com) and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice, and/or for confirmation of the Board meeting date.

Sincerely,

By: 

Nicholas W. Mulick, Esq.
KLWTD General Counsel



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

ATTACHMENT

EDU Assignment: KLWTD Rules and Regulations provide that each dwelling unit shall be assigned 1 EDU for a total of 29 EDUs.

ADDITIONAL FEES CALCULATION

Engineer's design review fees invoiced to KLWTD	\$7,138.75
Estimated additional engineering design review fees	\$0.00
Estimated construction phase engineering fees	\$2,500.00
Total estimated design & construction engineering fees	\$9,638.75
Design & construction engineering fees paid to date	(- \$6,337.50)
Remaining design & construction engineering fees balance	\$3,301.25

SIC CALCULATION

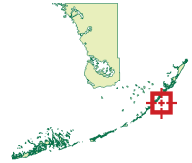
EDU increase (29.0 EDUs proposed minus 3.0 EDUs existing)	26.0
SIC (\$4,190/EDU x 26.0 EDUs)	\$108,940.00
Remaining engineering and design fees	\$3,301.25
Total SIC	\$112,241.25



Monroe County, FL



Overview



Legend

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

Parcel ID 00484390-000000 Alternate ID 1594008 Owner Address SOUTH CLIFF HOLDINGS LLC
 Sec/Twp/Rng 13/62/38 Class COMMERCIAL 1527 Shaw Dr
 Property Address 95295 OVERSEAS Hwy Key Largo, FL 33037
 KEY LARGO

District 500K
 Brief Tax BK 1 LTS 1 & 2 REVISED PLAT OF SUNRISE POINT PB3-11 & NWLY 720 FEET OF PT TR 6 SOUTHCLIFF ESTS PB2-45 KEY LARGO
 Description OR250-520/22 OR282-209/12 OR412-805/06 OR412-814/15 OR582-936 OR2608-43 OR590-797/98 OR748-740/41C OR795-399
 OR 816-1286/87 OR1250-70/72 OR816-1288/89 OR1250-73/75 OR2520-1633/34R/S OR2520-1635/36R/S OR2520-1637/38R/S
 OR2608-44 OR2787-900 OR2846-1911/12 OR2846-1913/14 OR3093-365 RES#P04-21 OR3097-0018 OR 3114-1849
 (Note: Not to be used on legal documents)

Date created: 1/8/2024
 Last Data Uploaded: 1/8/2024 4:05:21 AM

Developed by Schneider
 GEOSPATIAL

KLWTD System Impact Charges – Examples of Charges & Payment Terms

Name:	Common Name & AK#:	Address:	Year of SIC:	EDU Change:	EDU Charge:	Construction Charge:	Total \$ Amount:	Method of Payment:	Notes:
PL Ocean Residence Holdings	Playa Largo Residence: oceanside	97801 Overseas Hwy	2019	1.0 EDU to 28.0 EDU	\$77,050	0	\$77,050	Assessment Roll	Added 3 EDUs to assessment roll on 9/4/2019; & remaining 24 in 2020. See Reso 16-09-19/Amended to 18-10-19
Key Largo Baptist Church	Key Largo Baptist Church	104700 Overseas Hwy	2019	2 EDU to 9.4 EDU	\$20,868	\$18,250 - \$4,300 = \$13,950 (reduced by previous SDC pymts)	\$34,818	Paid in full by check	Paid in 2019
Key Largo Tree L&C	McDonalds	101000 Overseas Hwy	2017	7.7 EDU to 14.1 EDU	\$17,280	\$19,941.50	\$37,221.50	Paid in full by check	Paid in 2017
College of the Florida Keys	College of the Florida Keys	106040 Overseas Hwy	2020	EDU increase by 35.6	\$100,392-13,941.20 = \$86,450.80 (reduced by previous SDC pymts)	\$125,300	\$211,750.80	Paid by 2 checks: There were 2 due dates: 1. Construction cost to start KLWTD work; 2. SIC EDU inc.	Paid in 2020 and in 2021
SOUTHCLIFF ESTATES:	Francisco Pla	95299; 95285, 95295 Overseas Hwy	Original 2013 Increased: 2023	EDU increase by 26.0	\$108,940	\$3,301.25 additional design/construction engineering fee	\$112,241.25	Unpaid	

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

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

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

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

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

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

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

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

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

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

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

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

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

**ARTICLE I.
RECITALS**

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

**ARTICLE II.
DEFINITIONS**

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

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

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

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

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

"**County**" means Monroe County.

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

**ARTICLE III.
INTERLOCAL AGREEMENT**

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

**ARTICLE IV.
OBLIGATIONS**

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

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

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

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

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

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

ARTICLE V. GENERAL PROVISIONS

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

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

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

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

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

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

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

If to COUNTY:

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

If to DISTRICT:

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

With a copy to:

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

With a copy to:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

[SIGNATURES NEXT PAGE]

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

MONROE COUNTY

**ATTEST:
KEVIN MADOK, CLERK**

As Deputy Clerk

By: _____
Holly Merrill Raschein, Mayor

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

By: _____
**Nathalia M. Archer
Assistant County Attorney**

KEY LARGO WASTEWATER TREATMENT DISTRICT

ATTEST:

Clerk

By: _____
Peter Rosasco, General Manager

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

By: _____
Nicholas W. Mulick, General Counsel

Connie,

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

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

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

kevinw

Kevin G. Wilson, P.E.

Assistant County Administrator

Cell 305-797-1547

Office 305-453-8788