

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.



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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



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