



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, April 15, 2025
4:00 PM

AGENDA

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

Meeting link for computer, tablet, or
smartphone.

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

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

Access Code: 587-583-005

BOARD MEMBERS:

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

DISTRICT STAFF:

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

MISSION STATEMENT:

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

Please mute cell phones.

A. CALL TO ORDER	
B. PLEDGE OF ALLEGIANCE	
C. ROLL CALL	
D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS	
E. PUBLIC COMMENT	
F. APPROVAL OF MINUTES OF PREVIOUS MEETING	
G. GENERAL MANAGER	
1. FKQWIP Update	4
2. Stewardship Update	7
H. CUSTOMER SERVICE	
1. Customer Service Report – March 2025	11
I. IT	
1. IT Report – March 2024	13
J. BUDGET AND FINANCE	
1. Budget and Finance Report – March 2025	15
K. FIELD	
1. Field Report – March 2025	18
L. PLANT/FACILITIES	
1. Plant/Facilities Report – March 2025	46
M. CAPITAL PROJECTS	
1. Capital Projects Report – March 2025	53
2. KLWTD Power Conditioning Project Change Order #1	63
3. KLWTD Disc Filter Change Order #5 - Spread Footer Scope Change	67

N. ENGINEERING

O. LEGAL

1. South Cliff Estates SIC

70

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:
April 15, 2025

Agenda Item Number: G-1

Action Required:
No

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
FKWQIP Update

Summary:
Mr. Rosasco will discuss FKWQIP funding.

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. FKWQIP FY25 Work Plan Letter

Approved By: 
General Manager

Date: 04/10/2025



City of Marathon



*Key Largo Wastewater
Treatment District*



*Islamorada
Village of Islands*

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

Dear Acting Assistant Secretary Colosimo:

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

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

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

To meet environmental protections for the Sanctuary and coastal areas predominately owned by Federal and State governments, Florida Keys residents will pay for water treatment standards that are four times more stringent than most other locations in the nation. Consequently, FKWQIP funding is important in offsetting local costs such as sea-level rise that threaten public infrastructure including Keys sewers.

We appreciate consideration of our request. If you need additional information, please feel free to contact our federal government affairs consultants: Rick Marks, 703-963-1852, Marathon; Jim Davenport, Village of Islamorada, 703-597-2009; and Fred Hicks, Key Largo Wastewater Treatment District, 703-626-5384.

Sincerely,

Handwritten signature of George Garrett in blue ink.

George Garrett
City Manager
City of Marathon

Handwritten signature of Sheila Denoncourt in blue ink.

Sheila Denoncourt
Interim Village Manager
Village of Islamorada

Handwritten signature of Peter Rosasco in blue ink.

Peter Rosasco
General Manager
Key Largo Wastewater
Treatment District

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

Meeting Date:
April 15, 2025

Agenda Item Number: G-2

Action Required:
No

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
Stewardship Update

Summary:
Mr. Rosasco will discuss Stewardship Funding.

Reviewed / Approved

Financial Impact

Attachments

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

\$

Funding Source:
N/A

Budgeted:
N/A

1. State Funding ILA
2. Notice of Award

Approved By: 
General Manager

Date: 04/10/2025

**SECOND AMENDMENT TO THE AMENDMENT TO THE
STATE WASTEWATER FUNDING AGREEMENT
FOR “YEAR TWO OF FOUR”**

The parties below entered into an *Interlocal Agreement* on February 20, 2013, which was subsequently amended by an Agreement entitled, *Amendment to the State Wastewater Funding Agreement for “Year Two of Four”* dated September 17, 2013 (collectively, the “ILA”). The purpose of the ILA was to equitably allocate the Mayfield Grant Funds given by the State of Florida to the parties listed below. This *Second Amendment* will be referred to as the “Extension Agreement.”

The parties desire to enter into this Extension Agreement to provide clarity to the State of Florida as to the distribution of funds received under the *Florida Keys Stewardship Act* for the next five years.

This Extension Agreement amends the ILA as follows:

1. The terms within the two previous Agreements remain in full force and effect except as amended herein.
2. The **Whereas** clauses are reiterated as though set forth fully and at length herein.
3. The parties remain as stated in the ILA:
 - A. The City of Key Colony Beach
 - B. The City of Key West
 - C. The City of Marathon
 - D. Florida Keys Aqueduct Authority
 - E. Key Largo Wastewater Treatment District
 - F. Islamorada, Village of Islands
 - G. Monroe County, Florida
4. Since 2012, the Florida legislature has allocated \$214,333,333.00 to fund wastewater treatment infrastructure projects in the Florida Keys. An initial fifty million (\$50,000,000.00) was allocated to the Cudjoe Regional Wastewater Project and to Islamorada, Village of Islands. Thereafter, the funds were allocated pursuant to the terms of paragraph 5 in the ILA entitled, *Distribution of Funds*.
5. The parties agree that future funds received, pursuant to the Florida Keys Stewardship Act, shall be distributed according to the following schedule:

<u>Entity</u>	<u>Allocation</u>
The City of Key Colony Beach	
The City of Key West	
The City of Marathon	
Florida Keys Aqueduct Authority	
Key Largo Wastewater Treatment District	
Islamorada, Village of Islands	
Monroe County, Florida	

6. As the parties have done in the previous years, each party to the ILA and this Extension Agreement is authorized to reallocate their respective shares of funds, upon mutual agreement of the specifically impacted parties. Such reallocation shall be evidenced in writing and executed by the impacted parties.
7. Each party agrees to work cooperatively to advocate to the Legislature each year to distribute the Florida Keys Stewardship Act funding in accordance with the proviso that has been utilized for a majority of the budgets adopted. The language provides:

Funds in Specific Appropriation ____ are provided to the Department of Environmental Protection for the purpose of entering into financial assistance agreements with local governments located in the Florida Keys Area of Critical State Concern and City of Key West Area of Critical State Concern, to be distributed in accordance with the existing interlocal agreement amongst the City of Key West, City of Marathon, City of Key Colony Beach, Islamorada, Village of Islands, Key Largo Wastewater Treatment District, Florida Keys Aqueduct Authority, and Monroe County, to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities, building projects that protect, restore, or enhance nearshore water quality and fisheries, such as stormwater or canal restoration projects and projects to protect water resources available to the Florida Keys, or for the purpose of land acquisition within the Florida Keys Area of Critical Concern as authorized pursuant to section 259.045, Florida Statutes, with increased priority given these acquisitions that achieve a combination of conservation goals, including protecting Florida's water resources and natural groundwater recharge.

8. It is the intent of the parties that this Extension Agreement shall govern for the next five years, or the legislative approval and distribution of an additional \$300 million.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their Corporate Seals hereon.

SIGNATURES ON THE FOLLOWING PAGES:



FOR IMMEDIATE RELEASE: March 27, 2025

CONTACT: DEP Press Office, 850-245-2112, DEPNews@FloridaDEP.gov

DEP Awards Over \$9 Million to Improve Water Quality and Ecosystems in the Florida Keys

TALLAHASSEE, Fla. – The Florida Department of Environmental Protection (DEP) has awarded an additional \$9.3 million through the Florida Keys Area of Critical State Concern Grant Program to support seven projects that will improve water quality, restore natural resources and enhance environmental resilience. These investments will help Florida Keys communities tackle wastewater management, stormwater treatment and canal restoration projects to protect the region’s renowned marine ecosystem.

“The Florida Keys are a national treasure, home to one of the most unique and ecologically significant marine environments in the world,” **said DEP Secretary Alexis A. Lambert.** “With a local economy built on the health of these waters, protecting this area is not just an environmental priority, it’s an economic and cultural necessity.”

The selected projects protect, restore or enhance nearshore water quality and fisheries and are estimated to address approximately 10,000 pounds of Total Nitrogen and 6,000 pounds of Total Phosphorous annually. Projects include:

- \$1.2 million for the Key Largo Wastewater Treatment Plant Upgrades to enhance capacity during large flow events and improve treatment efficiency.
- \$1.5 million for the Marathon Service Area 3 Wastewater Treatment Facility Expansion Project to increase treatment capacity by 66% ensuring wastewater receives proper treatment.
- \$1.3 million to Monroe County for its canal restoration efforts to enhance water quality and restore aquatic ecosystems in the canal and nearshore waters.

Designated as an Area of Critical State Concern, the Florida Keys support approximately 80,000 residents and attract millions of visitors each year. The region’s economy relies heavily on its waters, with 60% of economic activity driven by marine industries such as fishing, boating, diving and wildlife tourism.

Since 2019, Florida has provided \$80 million in grant funding through the Florida Keys Area of Critical State Concern Grant Program to support projects resulting in significant reductions in nutrient pollution and bolstering environmental resilience.

Governor DeSantis has included an additional \$20 million in his [*Focus on Fiscal Responsibility Budget for Fiscal Year 2025-26*](#) to further strengthen Florida’s dedication to safeguarding the Keys and preserving the long-term health of its waters.

For a full list of Florida Keys Area of Critical State Concern Grant projects selected for Fiscal Year 2024-25 funding, visit ProtectingFloridaTogether.gov/Grants.

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

Meeting Date:
April 15, 2025

Agenda Item Number: H-1

Action Required:
No

Department: Customer Service Sponsor: Connie Fazio

Subject:
Customer Service Report - March 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: 04/10/2025
General Manager

Key Largo Wastewater Treatment District Customer Service Report

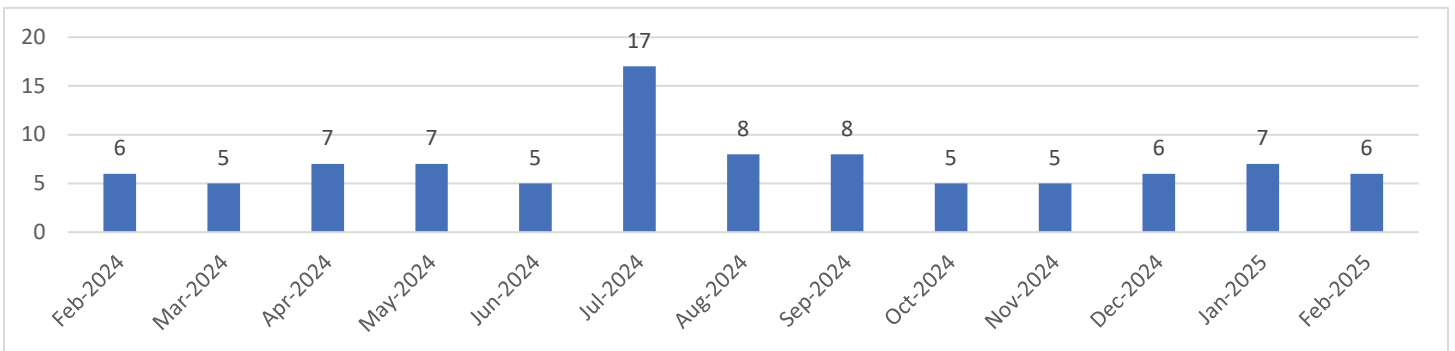
March 2025

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

Customer Service Requests

	Total
Billing	6
Construction	1
Demo	2
Field Department	15
Locate	2
MOD	5
NOA	6
Odor	1
Tie In Non Res	1
Tie In Res	6
Total	45

Number of Completed Wastewater Connections



Completed Wastewater Connections of 1 Commercial Property and 6 Residential Properties:

New Connections:

- 11 Orange Dr
- 301 Buttonwood Cir
- 427 Lime Dr
- 98790 Overseas Hwy

Reconnections:

- 173 W Avenue A
- 175 W Avenue A
- 37 N Bounty Ln

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

Meeting Date:
April 15, 2025

Agenda Item Number: I-1

Action Required:
No

Department:

IT

Sponsor:

ENS

Subject:

IT Report - March 2025

Summary:

ENS will present the IT monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____

\$

1. Monthly Report

Administration: _____

Finance: _____

Funding Source:

District Counsel: _____

N/A

District Clerk: _____

Budgeted:

Engineering: _____

N/A

Approved By: _____



General Manager

Date: _____

04/10/2025

IT

The IT Department received 712 tickets and completed 626 tickets in March.

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.
Comcast Contract Renewal		<ul style="list-style-type: none"> • Negotiated with Comcast to renew the contract. • proposed pricing per location for a 3-year contract resulting in a savings of \$458.79 per month while doubling speeds at Vac stations.
AT&T Service upgrades	\$0	<ul style="list-style-type: none"> • AT&T will begin upgrading their cable modems to Fiber.
FirstNet Cellphones Upgrade	\$12.87 One Time fee	<ul style="list-style-type: none"> • The iPhone 15 is the current .99cents device on your FirstNet contract. • 13 cellphones will be replaced at .99 Cents

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

Meeting Date:
April 15, 2025

Agenda Item Number: J-1

Action Required:
No

Department: Budget and Finance Sponsor: Connie Fazio

Subject:
Budget and Finance Report - March 2025

Summary:
Ms. Fazio will present the March 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: 04/10/2025
General Manager

MARCH 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	\$616,286.54	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$97,184.27	
Islamorada Revenue	\$115,794.30	
Interest Income	\$120,930.26	
Misc. Revenue (includes Stewardship and ACOE reimbursements, if applicable)	\$90,126.41	
District Expenditures (checks written)		\$772,440.26
Payroll		\$163,211.02
Total:	\$1,040,321.78	\$935,651.28

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
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	10,211 (9,337 Residential 874 Commercial)	\$631,840.90
Mar. 2024	10,170 (9,286 Residential 884 Commercial)	\$863,381.29	Mar. 2025	FKAA Stats not available as of 4/2/25	\$616,286.54
Total Revenue from Apr 2023 Through Mar 2024		\$7,398,592.84	Total Revenue from Apr 2024 Through Mar 2025		\$7,291,869.89

February 2025 Credit Card Fee Info

CC Total of KLWTD Customer Payments to FKAA \$240,123.98

CC Total x 2.5% Fee Total Cost to KLWTD \$6,003.10

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

Meeting Date:
April 15, 2025

Agenda Item Number: K-1

Action Required:
No

Department:
Field Operations

Sponsor:
Rudy Perez

Subject:
Field Report - March 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
2. Oil Change Process
3. Installation of the Low Pressure Monitoring

Approved By:  Date: 04/10/2025
General Manager

Wastewater Field Operations

There was a total of 26 service calls for the month of March of these 11 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff 8 of those system generated were found using the Flo vac monitoring. The reports below detail the remaining 15 calls.

Date	Address	Incident	Response	KLWTD Issue
3/5/25	851 Narragansett Ln	A customer called regarding standing water coming up from the ground.	Field Tech arrived and found that our system was working properly. Clean out was observed and pit was manually discharged. Water was from tied coming up in this area (Homeowner notified)	NO
2/8/25	98790 Overseas Hwy	Customer called to report a vacuum noise coming from the air terminal.	On Tech's arrival. Pit was found with the vacuum hose disconnected from the controller. Hose was placed back in place pit was back I service.	YES
3/12/25	188 Atlantic Blvd	Tech received a call from a customer experiencing a backup.	On arrival the pit was found operational. The pit was simulated and cleanouts inspected. Homeowner notified. (Homeowner issue)	NO
3/13/25	1 Harbor Dr	Customer called to report a possible back up and stated that sewer was coming out from there clean out.	On arrival techs found the pit to be overwhelmed. They found that a hose was kinked inside the air terminal. Causing the pit to malfunction. Once correcting the problem pit was placed back in service. All sewage was cleaned up and the area was disinfected.	YES

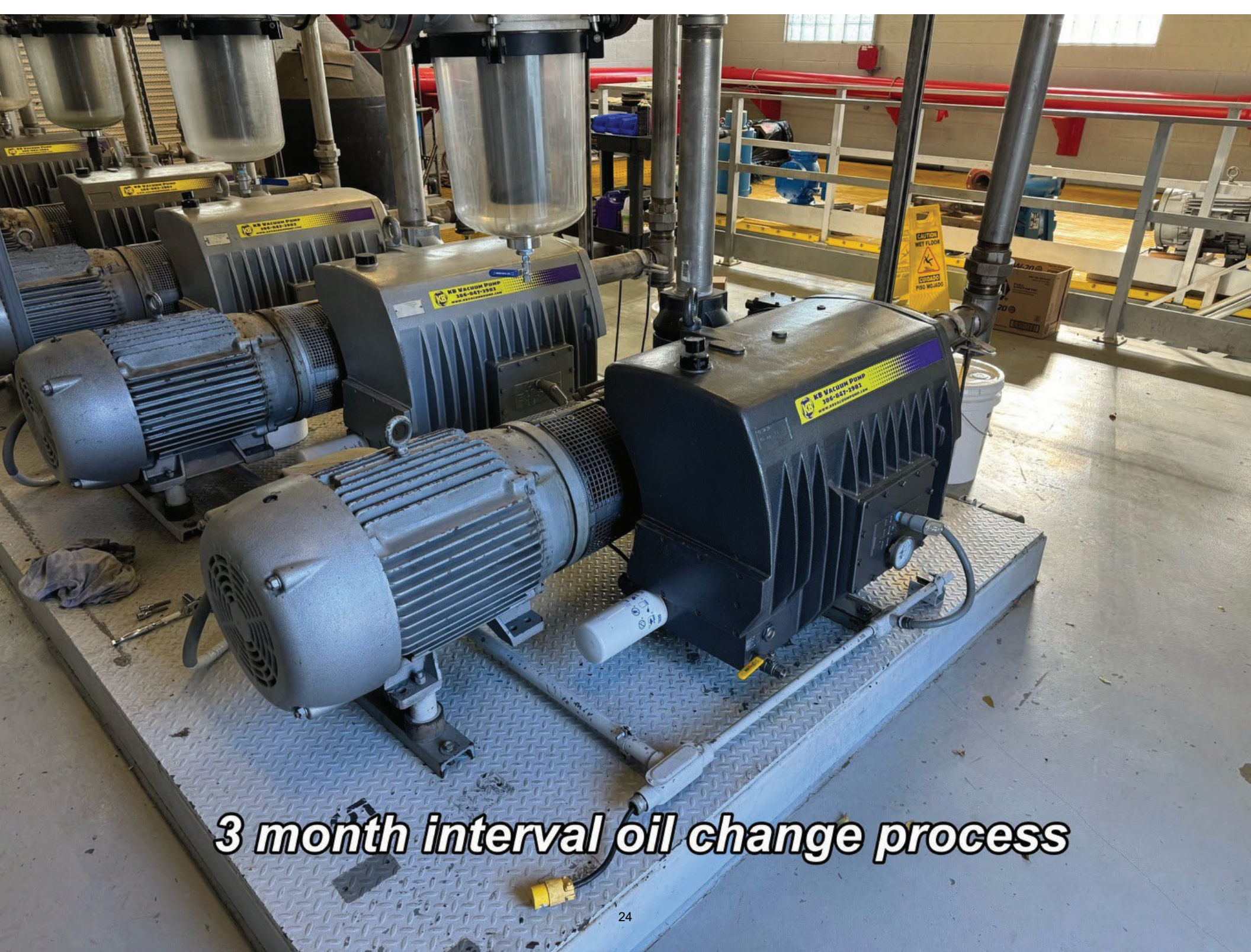
3/15/25	52 Coral Dr	A homeowner called stating they were experiencing a backup.	Tech found everything to be working as it should. Pit and cleanouts were inspected. The homeowner was notified. It was determined the puddle was from a leaking water service.	NO
3/17/25	114 Arbor Ln	The customer called to report a backup at his property.	The field tech arrived on site and found our system working accordingly. Pit and cleanout were observed. The homeowner was advised to call a plumber.	NO
3/18/25	219 S Ocean Shores Dr	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
3/19/25	107 Long Ben Dr	The customer called to report sewage coming up in front of his home.	Field Tech's arrived and manually discharged pit and observed our cleanouts. Back up was on the homeowner's side. The homeowner was advised to call a plumber. (Homeowner issue.)	NO
3/20/25	21 Still wright Way	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
3/21/25	21 Jenny Ln	The customer called in to report sewage in front of the driveway.	Field tech arrived and found everything was working accordingly. The cleanout was found dry, and the pit was manually discharged. The homeowner was modified.	YES

3/22/25	Calusa Lot#79	Received a call from a customer regarding a backup.	All components were checked pit was manually discharged and working. (Issue on Homeowner side)	NO
3/23/25	28 Bahama Ave	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
3/24/25	108 W Ave C	Customer called to report an odor.	On Tech's arrival found no odor coming from the air terminal and our cleanout was observed and dry. Tech did find dried out solids in the homeowner's cleanout side. (Homeowner Appreciated on techs respond)	NO
3/25/25	19 N Ocean Dr	A customer called to report a grinder pump going off.	On arrival tech found pump not active. The pump was changed, and the system was back in service.	YES
3/31/25	12 Swallow Rd	Customer called to report a sewer odor.	Techs found no odor coming from KLWTD's components. While observing cleanout on homeowner side they found grease build up. The homeowner was notified of our findings.	NO


Area Addressed with the Flow Vac Monitoring System

Date	Address	Incident	Response	Issue Found
3/1/25	Calder Buffer Tank	Received a low vacuum alarm call from Vac Station D	Tech checked on the Flo Vac Monitoring and went straight to the address with issue.	Fernco
3/3/25	2 Thurmond St	Received a low vacuum alarm call from Vac Station G	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.
3/6/25	1033 Adams Dr	Received a low vacuum alarm from Vac Station D	Tech Isolated tank valves to an area. Once determined they used the Flo Vac Monitoring to find the issue.	Pit was diagnosed with a bad controller.
3/7/25	1046 Adams Dr	Received a low vacuum call from Vac Station D	Tech isolated the tank to determine an area. Once they did so they used the Flo Vac Monitoring to find the issue.	Pit was diagnosed with a bad valve.
3/10/25	1013 Adams Dr	Received a low vacuum call from Vac Station D	Using the Flo Vac Monitoring tech went straight to the issue.	Debris in valve.
3/11/25	1000 Shaw Dr	Received a low vacuum call from Vac Station D	Isolated Issue using tank valves to C-1-3. Then they used the Flo Vac Monitoring to find the issue.	Pit was diagnosed with having a bad valve.

3/20/25	37 South Dr	Received a low vacuum alarm from Vac Station A	Using Flo Vac Monitoring tech was able to find the issue right away.	Bad controller.
3/23/25	37 South Dr	Received a low vacuum alarm from Vac Station A	Being the second time in a week this address issue was diagnosed with a bad controller again. The pit broke down and it was determined grease build up was in the sensor tube.	It was diagnosed to grease in the sensor tube.
			The remaining 3 generated calls: Are not under the monitoring system.	



3 month interval oil change process

A close-up photograph showing a person's hand holding a black corrugated hose of a wet/dry vacuum. The hose is positioned to catch a stream of yellowish oil being drained from a metal machine. The oil is falling into a white bucket that already contains some oil. The bucket has a blue logo that says "INNOVATIONS". In the background, there is a metal grate and a yellow-handled screwdriver with the brand name "Gear Dan" visible. The scene is set on a metal floor.

***Drain the oil
Using a wet/dry vac to catch it***

KB VACUUM
386-847-29
WWW.KBVACUUMPUMP.COM

***While the oil drains,
begin removing service plates***



KB VACUUM PUMP
386-847-2982
WWW.KBVACUUMPUMP.COM

***Inspect gasket for tears,
Inspect helicoils making sure they're flush with the surface***

Remove service plate




Inspect gasket
Inspect helicoils



Clean plates





***Removing this bolt from the radiator
Allows for air to travel through the lines
And effectively lets us clear out
Debris and build up from the lines that
keep the pumps cool.***

Remove debris screen.



Remove lower screen



Clean screens





***Clean and inspect inside the pump.
Making sure there isn't any debris, build up or old oil left behind.***

Vacuum up left over oil/debris





Clean plate surface



Reinstall lower screen

Reinstall debris screen





Reinstall service plates

***Apply oil to the rubber gasket
on the oil filter***





Reinstall oil filter.



Pour new oil.



**Clean the work area
Wipe down the pump.
Check oil level**

And run the pump on hand

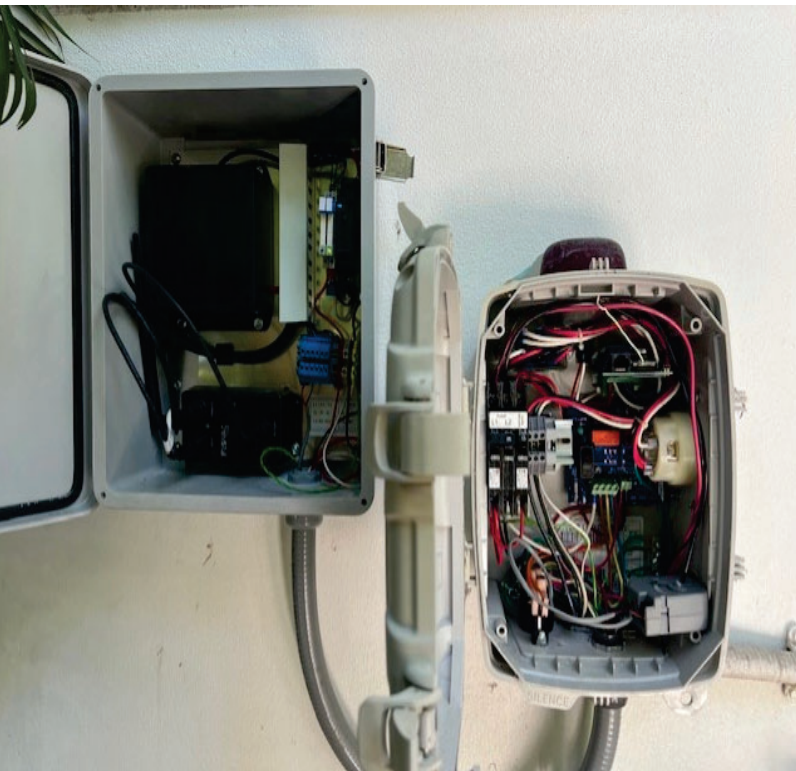
For up to 5 minutes allowing it to

Get to operating temperature and inspecting for any leaks.

Installation of the Low Pressure Monitoring by Field Staff at 95450 Overseas Hwy



The Low Pressure Monitoring helps provide field staff monitor KLWTD's , Unique Grinder Pump Program. Gives us access to monitor the activations, runtimes and alarms.



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

Meeting Date:
April 15, 2025

Agenda Item Number: L-1

Action Required:
No

Department:
Plant/Facilities

Sponsor:
Ryan Dempsey

Subject:
Plant/Facilities Report - March 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: 
General Manager

Date: 04/10/2025

Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.1 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

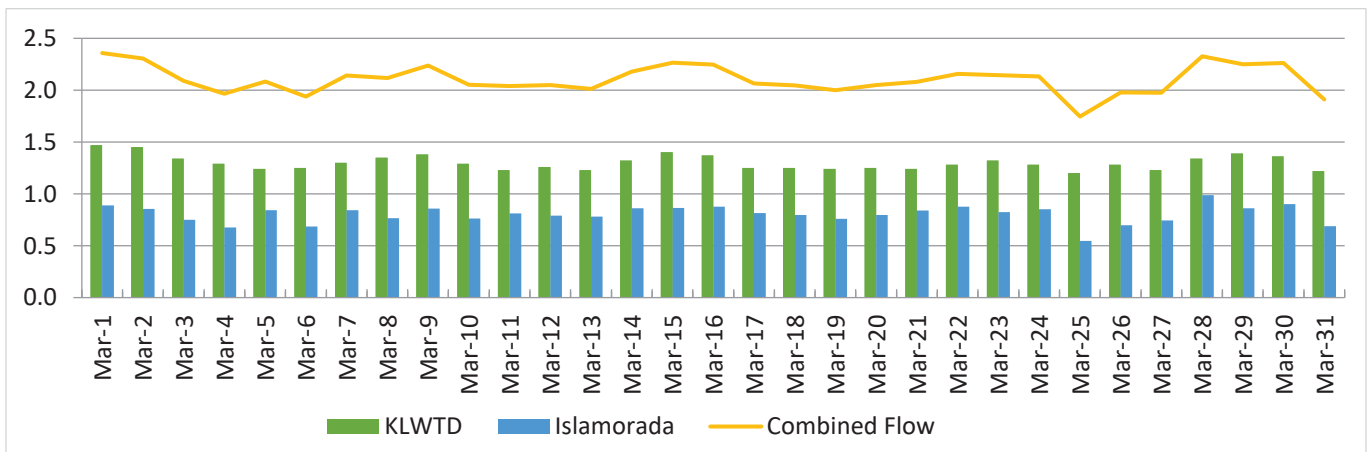
Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

Effluent Quality Report	March 2025 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	1	1.7	5
TSS (Total Suspended Solids)	1	1.2	5
TN (Total Nitrogen)	3.3	2.6	Report only
TP (Total Phosphorous)	.6	.7	Report only

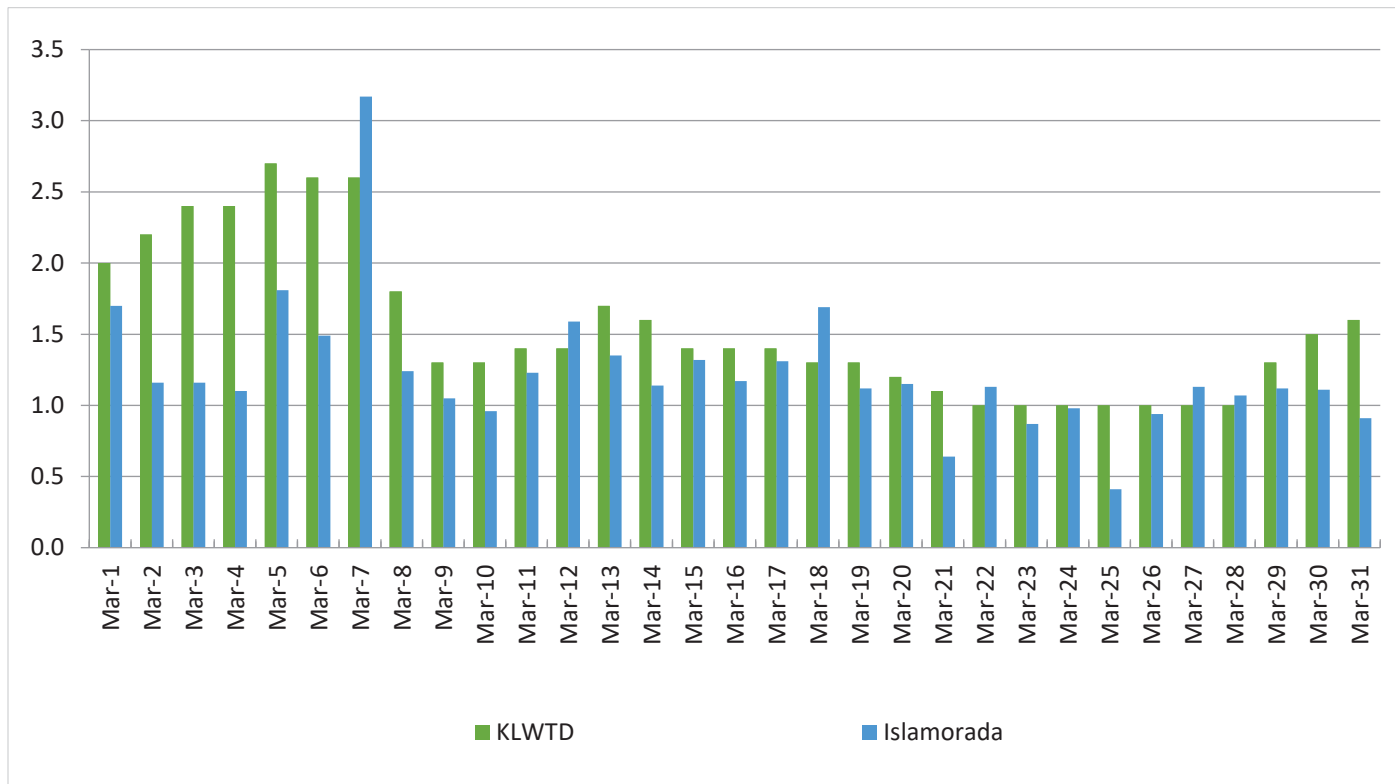
Daily Flow (MGD)

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



Daily Peak Salinity (PPT)

The daily peak salinity for the current month.



Islamorada

Average Daily Flow: .803 MGD

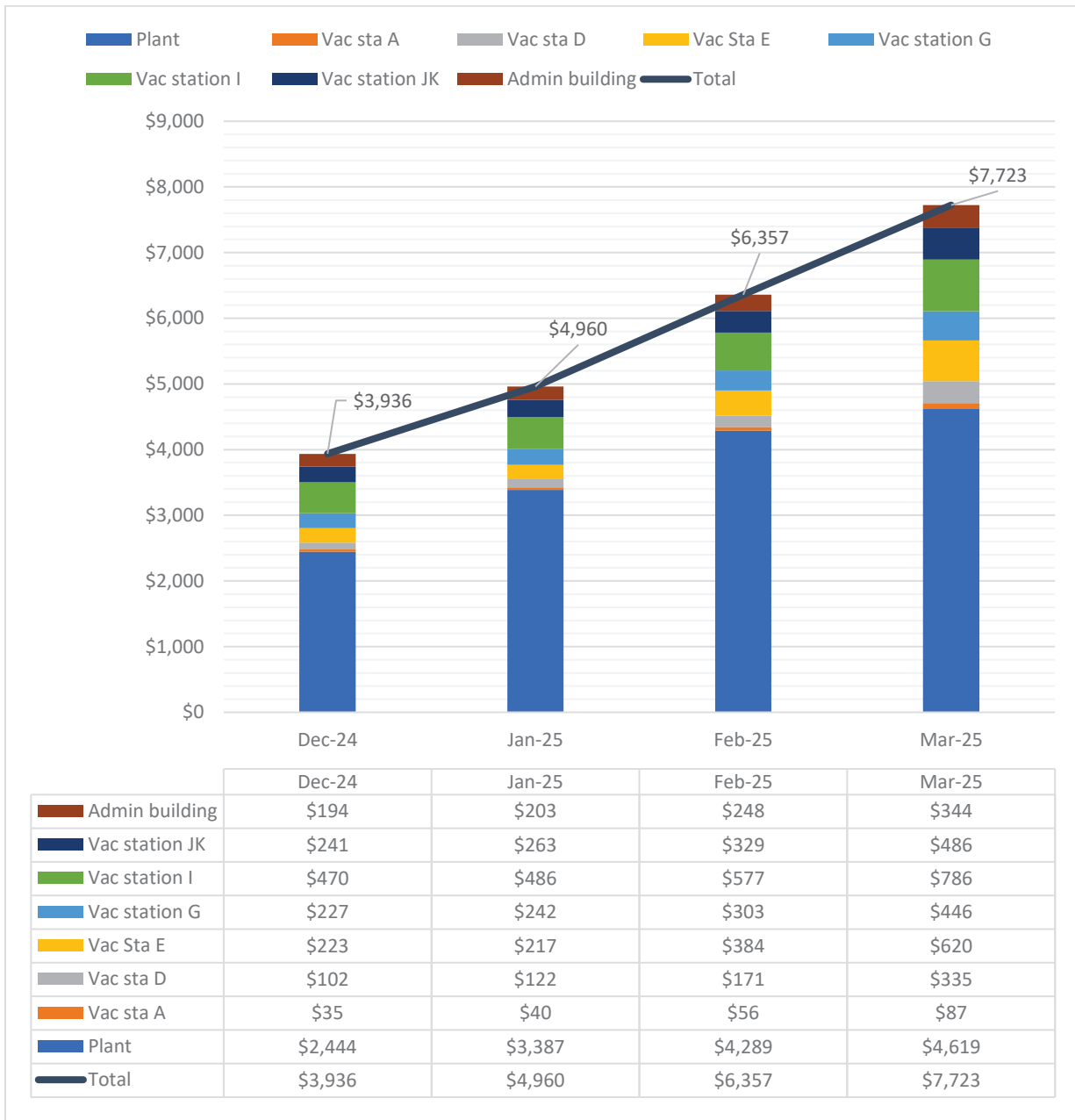
Highest Daily Flow: .988 MGD

Monthly Peak Salinity: 3.17 PPT

Days over 4.0 PPT Salinity: 0

3-month average of Islamorada flow capacity (1.104 MGD): 68%

Solar Production Report



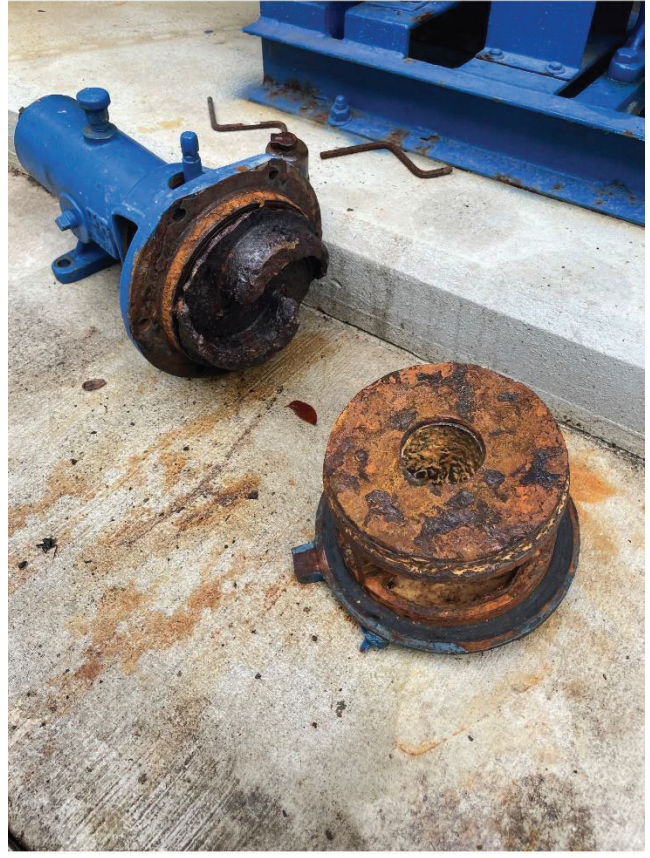
Sodium Hydroxide tank fill bulkhead fitting repair



Injection well pump #3 removal



Misc. pump repair and maintenance



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

Meeting Date:
April 15, 2025

Agenda Item Number: M-1

Action Required:
No

Department:
Capital Projects

Sponsor:
Ed Castle

Subject:
Capital Projects Report - March 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: 04/10/2025
General Manager

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through March 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	\$315,000.00	\$3,585,999.76
	Engineering Paid to Date	Construction Paid to Date	Balance to Completed (Anticipated)	Percentage Complete
	\$311,698.75	\$2,478,994.07	\$795,306.94	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.
- A preliminary Punch List walkthrough was requested by Reynolds with WEC staff on 3/12, and it was determined that the work required to finish the project did not warrant substantial completion. WEC corresponded with Reynolds about the open items which need to be addressed before another walkthrough can occur.
- In March, WEC continued correspondence with AirVac to review and add any necessary details to the SOP for use of the Emergency Vacuum Trailer. The updated SOP and exhibit now clearly identify which valves are to be opened and which are to remain closed during emergency 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 and Phase 2 construction work. Reynolds submitted pricing for the above items. Due to the high cost of each option, WEC initiated discussions on an alternative fail-safe mechanism.
- Commissioner Schwartz suggested use of a pressure switch to shut down the vacuum pumps in lieu of valve position indicators. This option appears to be feasible and is currently being pursued, along with the automatic pressure blow-off device.
- Reynolds, Benson, WEC staff and KLWTD staff attended the construction progress meetings on March 13th and March 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
	\$867,037.50	\$7,558,883.34	\$2,006,044.77	81%

- Work was completed in Basins A, B, D, G, H, F, I and JK
- Current Status:
 - Basin A: **316** installed (Basin complete)
 - Basin B: **376** installed (Basin complete)
 - Basin C: **117** installed (Basin in progress)
 - Basin D: **232** installed (Basin complete)
 - Basin E: **308** installed (Basin in progress)
 - Basin F: **338** installed (Basin complete)
 - Basin G: **221** installed (Basin complete)
 - Basin H: **27** installed (Basin complete)
 - Basin I: **227** installed (Basin complete)
 - Basin J/K: **443** installed (Basin Complete)
 - Total project installed: **2,605** out of **2,899**
 - **Sensor installation is approx. 90 % complete (Note: This is only sensors and does not include other aspects of the project)**
- During March, Flovac, IVC, WEC, and KLWTD completed walkthroughs in Basin E0 (KLTV & KLTP). Punchlist was distributed and Substantial Completion was executed.
- Flovac and IVC continued working in Basin C (C-1 and C-2). Crews installed conduit and monitoring equipment, and rebuilt valves were installed.
- Valve rebuilds continued – 1,162 rebuilds completed.
- Biweekly construction progress meetings were held on March 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
	\$406,895.00	\$2,720,372.62	\$614,828.14	84%

- The Effluent Filtration Upgrades project was awarded to Reynolds Construction in the amount of \$3,043,820.00 on May 15, 2023.
- Coating of piping materials continued throughout March and was tested by WEC inspector. Areas of low coating thickness were marked for recoating.
- Reynolds coated the slab underneath the elevated filter platform and recoated the deep injection well pad with Tnemec primer and topcoat.
- 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.
- Reynolds has begun placing the effluent 90 pipe support bracket and Benson has rerouted the wiring to allow for the bracket to be installed.
- Aqua Aerobics continued 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 March and I&C testing will be conducted when all programming is completed and issues resolved with the filter.
- Reynolds received a work directive to allow for the installation of the spread footer for the catwalk.
- Reynolds submitted a PCO that included the change in scope for the larger spread footer and an additional 50 days for the lead time for the aluminum railings.
- Reynolds, Benson, WEC staff and KLWTD staff attended the construction progress meetings on March 13th and March 27th.

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
	\$318,424.80	N/A	N/A	7%

- 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 construction start date was February 10th, 2025.
- 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 completed much of the trenching in the areas around the perimeter of the site for the new installation of the site lighting as well as other exploratory trenching.
- The A/C Mini Split has been ordered and is ready to be installed in the ATS room.
- The trenching for the deep injection and monitoring well conduit and wiring has begun and will continue throughout the next month during low tides, when wire and conduit is able to be pulled.
- Pedro Falcon is obtaining pricing for a proposed change order to install a switch panel to provide for temporary power to the WWTP during construction when the main feeders are being upgraded. This change order will be brought to the Board for consideration at a future meeting.
- Pedro Falcon, KLWTD and WEC staff attended the construction progress meetings on March 12th, 2025 and March 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.
- 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.
- The full Odor Control project was awarded to Belle Construction, LLC in the amount of \$4,009,141.26 on March 28th, 2025.
- The Pre-Construction meeting has been scheduled for Thursday, April 10th at the KLWTD Plant.

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. Flovac Crew Installing Vacuum Pit Monitoring Equipment in Basin C (Jewfish Ave)



Figure 2 and 3. IVC Crew Installed Detection Tape Over the Conduit in the Trench, and the Compacted the Site Afterward (Plante St. In Basin C)



Figure 4 and 5. Newly Coated and Positive Draining Injection Well Pad



Figure 6 and 7. Placement of New Railings on Bottom of Filter Platform



Figure 8 and 9. Trench Connecting the Monitoring Pad next to the Solar Shade Structure



Figure 10 and 11. Exploratory Trenching to Expose Conduits Between Light Poles and Replace with New Conduit and Wires

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

Meeting Date:
April 15, 2025

Agenda Item Number: M-2

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:
KLWTD Power Conditioning Project Change Order #1

Summary of Discussion:

The Change Order #1 for the power conditioning project will be presented to the board for approval. The change order consists of an emergency generator cam-lock hookup to allow for the use of a mobile generator, cables for temporary generator connections and an additional switch board for additional safety to isolate the SureVolt.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 533,360.20
Expense
Funding Source:
Grant(s)
Budgeted:
No

1. Memo
2. Change Order Form #1

Approved By: 
General Manager

Date: 04/10/2025



MEMORANDUM

To: Peter Rosasco, General Manager
From: EOR
Date: April 15, 2025
Re: KLWTD Power Conditioning & Electrical Upgrades Project

1. Switch Panel for SureVolt Isolation

A dedicated switch panel will be installed to allow for the isolation of the SureVolt system during maintenance and repair activities. This measure will:

- Improve safety for maintenance personnel by eliminating the risk of accidental electrical exposure.
- Provide a controlled and streamlined process for system servicing.
- Reduce downtime and improve operational efficiency.

2. Addition of Cam-Lock Panel for Mobile Generator Connection

To ensure continuous operations in the event of a power failure from both the grid and the on-site generator, a cam-lock panel will be installed. This panel will:

- Allow for quick and secure connection of a mobile generator.
- Ensure seamless power restoration during extended outages or unexpected generator failures.
- Enhance overall plant reliability and operational resilience.

3. Temporary Generator Power Cables for Mobile Generator

To ensure continuous operations in the event of a power failure from both the grid and the on-site generator, these cables will allow for the connection of a mobile generator.

- Allow for connection to a large rental generator without the hassle of renting cables to fit cam lock box.
- Ensures connections is correctly configured for the plant to get up and running as quickly as possible.
- Enhance the overall plant reliability by allowing for operation when both grid and generator power fails.

Conclusion:

The implementation of these measures will significantly improve the WWTP's ability to withstand and recover from electrical and power-related disruptions. These upgrades will enhance operational safety, reliability, and efficiency, ensuring uninterrupted wastewater treatment services.

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Pedro Falcon Contractors, Inc.	CHANGE ORDER No. 1 PROJECT TITLE: KLWTD Power Conditioning & Electrical Upgrades PROJECT No. 03105.086:151
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER': Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: April 15, 2025	EFFECTIVE DATE: <u>April 15, 2025</u> , contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Provide and install additional 2500A 3P NEMA3R Switchboard required by safety and Sure Volt installation requirements, also provide and install 4" Raceways between, provide, pull and terminate 500MCM wires, provide material and labor to install housekeeping pad. Provide and install NNEMA 4X 316SS 2500A ATS/ Camlock combo. Provide material and labor to extend electrical raceways and wires to integrate new electrical gear inside existing system. Provide and connect 6 sets of 500MCM Type-W wires and 6ea #3 Ground wires to Main MCC from Existing Generator. These types of wires can be used for cam lock mobile generator connections in the future.</p> <p>Reason for Change: Additional Scope to be added to the project in the form of Cam-Lock connection for Emergency Generator Power, and Switch panel for added safety when working on SureVolt and to add additional resiliency to the WWTP.</p> <p>Work to be Performed is more specifically described as: See attached</p> <p>Attachments: <i>Memo.</i></p>	
Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order	
Increase (decrease) in Contract Price: \$ 533,360.20	Increase (decrease) in Contract Time (Calendar days): 13 Days
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	

Original Contract Price: \$2,670,450.00		Original Contract Time: 500 Days (calendar days or dates)	
SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1		\$	Days
2		\$	Days
3		\$	Days
4		\$	Days
5		\$	Days
TOTAL OF ALL PRIOR CHANGES		\$ 0.00	0 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$ 2,670,450.00	500 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$ 3,203,810.20	513 Days
Original Contract Substantial Completion Date: 06/15/2026		New Contract Substantial Completion Date: 06/28/2026	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Pedro Falcon Contractors, Inc.</u> _____ By (Signature) <u>Roman Sviridenko, Project Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)		Owner: <u>Key Largo Wastewater Treatment District</u> _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)	

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

Meeting Date:
April 15, 2025

Agenda Item Number: M-3

Action Required:
Yes

Department:
Capital Projects

Sponsor:
Steve Suggs

Subject:
KLWTD Disc Filter Change Order #5 - Spread Footer Scope Change

Summary of Discussion:

The change order #5 is due to several unknown and undocumented conflicts under the proposed footing locations which were discovered during initial exploratory excavation. This proposed spread footer is necessary to properly support the walkway and stay clear of underground conflicts.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 11,728.00
Expense
Funding Source:
District
Budgeted:
No

1. Change Order Form #5

Approved By: 
General Manager

Date: 04/10/2025

**SECTION 00950
CHANGE ORDER FORM**

CONTRACTOR ("Contractor"): Reynolds Construction, LLC	CHANGE ORDER No. 5 PROJECT TITLE: KLWTD Filtration Upgrade PROJECT No. 03105.078:110
OWNER: Key Largo Wastewater Treatment District ("Owner" or "District")	ENGINEER: Weiler Engineering 6805 Overseas Hwy Marathon, Florida 33050
DATE OF ISSUE: April 15, 2025	EFFECTIVE DATE: <u>April 15, 2025</u> , contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: Construct a spread footer to support the access walkway in place of the original proposed footings which would conflict with underground utilities.</p> <p>Reason for Change: Additional Scope to be added to the project in the form of a spread footer to allow for the safe installation of the catwalk.</p> <p>Work to be Performed is more specifically described as: Spread Footer for Access Walkway.</p> <p>Attachments: None.</p> <p style="text-align: center;">Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order</p>	
Increase (decrease) in Contract Price: <div style="text-align: center;">\$ 11,728.00</div>	Increase (decrease) in Contract Time (Calendar days): <div style="text-align: center;">50 Days</div>
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
Original Contract Price: \$3,043,820.00	Original Contract Time: 360 Days (calendar days or dates)

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	Owner Direct Purchase of Evoqua 40X Disc Filter	\$(856,488.00)	0 Days
2	Additional Scope of work to include replacing 18" butterfly valve between Post-EQ tank and Booster Pumps	\$20,556.76	0 Days
3	Owner Direct Purchase of piping materials	\$(278,762.13)	0 Days
4	Additional scope of work to include Catwalk between Maintenance building and Elevated platform deck as well as overflow piping modifications.	\$267,719.00	345 Days
TOTAL OF ALL PRIOR CHANGES		\$ (846,974.37)	345 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$ 2,196,845.63	705 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$ 2,208,573.63	755 Days
Original Contract Substantial Completion Date: 05/18/2024		New Contract Substantial Completion Date: 06/17/2025	

APPROVAL AND CHANGE ORDER AUTHORIZATION

Contractor: <u>Reynolds Construction LLC.</u> _____ By (Signature) <u>Joshua Vondersaar, Operations Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ (Secretary) (Corporate Seal)	Owner: <u>Key Largo Wastewater Treatment District</u> _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____ ATTEST: _____ District Clerk (Seal)
---	---

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

Meeting Date:
April 15, 2025

Agenda Item Number: O-1

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
6. Payment Options

Approved By: 
General Manager

Date: 04/10/2025



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

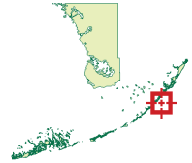
EDU increase (29.0 EDUs proposed minus 3.0 EDUs existing)	26.0
SIC (\$4,190/EDU x 26.0 EDUs)	\$108,940.00
Remaining engineering and design fees	\$3,301.25
Total SIC	\$112,241.25



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



KLWTD System Impact Charges – Examples of Multi-Residential Units 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
Keys Lake Villas Apartments	Keys Lake Villas Apartments	106003 Overseas Hwy	2009	1 EDU to 111 EDU	\$217,215.27	0	\$217,215.27	Assessment Roll	Added 111 EDUs to assessment roll
Blue Water Apartments	Blue Water Apartments	100 Burton Dr.	2011	36 EDUs	\$92,182.50	0	\$92,182.50	Assessment Roll	Added 36 EDUs to assessment roll
SOUTHCLIFF ESTATES:	Francisco Pla	95299; 95285, 95295 Overseas Hwy	Original 2013 Increased: 2023	EDU increase by 26.0	\$108,940.00	\$3,301.25 additional design/ construction engineering fee due to KLWTD	\$112,241.25 (included additional design fee)	Unpaid	

Updated 4/2/25

**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

South Cliff Estates SIC Charge: \$108,940

Payments if made in 3 separate installments, not on assessment roll

2025	\$36,313.33
2026	\$36,313.33
2027	\$36,313.34
\$108,940.00	

**Estimated payments for the 4 remaining years of assessment rolls:
First assessment year: 2009**

<u>Current</u> Balance	<u># of</u> Remaining Pymts	<u>Tax Roll Year</u>	<u>Principal Amt</u>	<u>Interest</u>	<u>Collection</u> Cost	<u>Statutory</u> Discount	<u>TOTAL Tax Roll</u> Amt
\$108,940.00	4	2025	\$27,235.00	\$2,821.55	\$0.75	14.98	\$30,072.28
\$81,705.00	3	2026	\$27,235.00	\$2,116.16	\$0.74	14.73	\$29,366.63
\$54,470.00	2	2027	\$27,235.00	\$1,410.77	\$0.72	14.47	\$28,660.96
\$27,235.00	1	2028	\$27,235.00	\$705.39	\$0.71	14.14	\$27,955.24

\$116,055.11