



Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Tuesday, July 1, 2025  
4:00 PM

---

## AGENDA

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

Meeting link for computer, tablet, or  
smartphone.

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

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

**Access Code: 587-583-005**

### BOARD MEMBERS:

---

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

### DISTRICT STAFF:

---

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Shannon McCully	Clerk

### *MISSION STATEMENT:*

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

***Please mute cell phones.***

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

D. AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS

E. PUBLIC COMMENT

F. APPROVAL OF MINUTES OF PREVIOUS MEETING

1. Minutes of June 17, 2025

4

G. GENERAL MANAGER

1. Islamorada Update

H. IT

I. CUSTOMER SERVICE

J. BUDGET AND FINANCE

K. FIELD

1. Field Report – May 2025

11

L. PLANT/FACILITIES

1. Plant/Facilities Report – May 2025

20

M. CAPITAL PROJECTS

## N. ENGINEERING

## O. LEGAL

### 1. Conservation Parcel Waiver Request - Resolution No. 09-2025

24

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("THE BOARD") APPROVING THE REQUEST BY CHARLES MERRICK STURRUP ("THE OWNER"), FOR THE REMOVAL OF TAX PARCEL AK# 1667587 FROM THE 2006 NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.

### 2. Extension of Wastewater Funding Agreement

30

## P. COMMISSIONER'S ITEMS

## Q. ROUNDTABLE

## R. ADJOURNMENT

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

Meeting Date:  
July 1, 2025

Agenda Item Number: F-1

Action Required:  
Yes

Department:  
Legal

Sponsor:  
Nick Mulick

Subject:  
**Minutes of June 17, 2025**

Summary:  
Staff to present the minutes of June 17, 2025, for approval.

## Reviewed / Approved

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

## Financial Impact

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

## Attachments

1. Minutes

Approved By: \_\_\_\_\_

General Manager



Date: \_\_\_\_\_

6/26/2025





Key Largo Wastewater Treatment District  
103355 Overseas Hwy, Key Largo, FL  
Tuesday, June 17, 2025

## MINUTES

### **CALL TO ORDER (A)**

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

### **PLEDGE OF ALLEGIANCE (B)**

Mr. Tim Maloney led the Pledge of Allegiance.

### **ROLL CALL (C)**

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

Present Virtually (non-voting): Commissioner Philip Schwartz

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

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock

### **AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)**

*Approval of Agenda (E-1)*

Mr. Rosasco requested the addition of item *G-2 EOC/Hurricane Drill*

Commissioner Majeska requested the addition of item *G-3 ILA Update*

Commissioner Maloney requested the addition of item *P-3 Safety Update*

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

### **PUBLIC COMMENT (E)**

No speakers.

### **APPROVAL OF MINUTES (F)**

*Minutes of June 3, 2025 (F-1)*

**Motion:** Commissioner Majeska made a motion to approve the Minutes of June 3, 2025. Commissioner Heim seconded the motion. Motion passed without objection.

### **GENERAL MANAGER (G)**

*Contractor Agreement (G-1)*

Mr. Rosasco presented an agreement for Facility Cleaning Services with Caridad Pinon for approval.

**Motion:** Commissioner Heim made a motion to approve item G-1.  
Commissioner Maloney seconded the motion.

**Vote on Motion:**

**Commissioner Heim - Aye**  
**Commissioner Maloney - Aye**  
**Commissioner Majeska - Nay**  
**Chairman Rodriguez - Aye**

*EOC/Hurricane Drill (G-3)*

Mr. Rosasco discussed the 6/13/2025 Hurricane Drill in Marathon EOC.

*ILA Update (G-3)*

Mr. Rosasco gave an update on the ILA funding.

**CUSTOMER SERVICE (H)**

*Customer Service Report – May 2025 (H-1)*

Ms. Fazio presented the Customer Service monthly report.

**IT (I)**

*IT Report – May 2025 (I-1)*

Mr. Santana presented the IT monthly report

**BUDGET AND FINANCE (J)**

*Budget and Finance Report – May 2024 (J-1)*

Ms. Fazio presented the Budget and Finance monthly report.

**FIELD (K)**

No report in agenda.

**PLANT/FACILITIES (L)**

No report in agenda.

**CAPITAL PROJECTS (M)**

*Capital Projects Report – May 2025 (M-1)*

Ms. Connor presented the Capital Projects monthly report.

**ENGINEERING (N)**

No report in agenda.

**LEGAL REPORT (O)**

No report in agenda.

**COMMISSIONER ITEMS (P)**

*General Rules and Regulations Draft (P-1-A Draft Pages 28 & 29 P-1-B Draft Pages 50, 51, & 52 (P-1) (Laydown)*

Commissioner Heim requested Board direction on General Rules and Regulations Draft for P-1-A Leak Abatement Rules and P-1-B District Fee Schedule.

*General Rules and Regulations Draft (P-2)*

Commissioner Heim requested Board direction on General Rules and Regulations Draft for System Impact Charges (SIC) Rule.

*Safety Update (P-3)*

Commissioner Maloney gave an update on KLWTD's Safety Committee.

**ROUNDTABLE DISCUSSION (Q)**

Commissioner Heim discussed the Stillwright Point project.

**ADJOURNMENT (R)**

The meeting was adjourned at 6:06 p.m.

\_\_\_\_\_  
Nicolas Rodriguez, Chairman

\_\_\_\_\_  
Shannon McCully, Clerk

Seal \_\_\_\_\_

## MEMORANDUM

DATE: June 17, 2025

TO: Board of Commissioners and General Manager, Peter Rosasco

FROM: Nicholas W. Mulick, Esq.

RE: Proposed Amendment of General Rules and Regulations,  
Rule 9.07(a) ii) 2) – Volumetric Charge Credit for Leaks

At the last meeting, the Board discussed amending Key Largo Wastewater Treatment District General Rules and Regulations, Rule 9.07(a) ii) 2), which sets forth the procedure for obtaining a monthly volumetric charge credit for a leak in a customer's potable water system. Rule 9.07(a) ii) 2) specifies that, as a prerequisite to qualifying for an adjustment to the volumetric charge, the customer must have properly filed for, and successfully obtained, a credit from FKAA under the FKAA Leak Abatement Program.

FKAA's rule limits applications for a leak abatement to one every two years. FKAA's rule also imposes certain conditions to qualifying for a credit under its Leak Abatement Program including: submitting proof that the leak was underground, within a foundation, or inside a wall, and not caused by the customer's negligence. If FKAA determines that the leak satisfies those conditions, it will calculate the credit by deducting an amount equal to twice the monthly consumption for the same month of the prior year. I have attached a copy of FKAA's Leak Abatement Rule.

If the Board decides to amend Rule 9.07(a) ii) 2) to eliminate FKAA's two-year limit on entitlement to a credit, there will be no way of knowing whether the leak satisfies FKAA's criteria for entitlement to a credit. Instead, KLWTD staff will be required to do their own evaluation of the source and cause of the leak to determine whether or not it was due to the owner's negligence.

Before deciding whether to amend Rule 9.07(a) ii) 2) to waive FKAA's two-year limit, the Board might wish to consider whether staff should be burdened with the responsibility for determining whether a leak qualifies for a credit pursuant to FKAA's rule. In short, allowing a customer to apply for a leak abatement more than once within a two-year period entails more than an adjustment to the frequency of applications; it requires staff to assume FKAA's responsibility for ascertaining the source and cause of the leaks and calculating the amount of the credit.

If the Board is inclined to amend the rule to allow more than one request in a two-year period, it could consider the following:

9.07(a) ii) 2) The customer submits proof that:

- a. it has properly filed for and successfully obtained a credit from FKAA under the FKAA Leak Abatement Program, or
- b. it qualifies for a credit from FKAA under the FKAA Leak Abatement Program, but is not entitled to receive a credit due to limitations imposed by FKAA on the frequency of applications the customer is permitted to file during any specified time period.

The adjustment of wastewater charges shall be calculated based upon the volumetric rate applicable at the time of the leak, multiplied by the number of gallons credited to the customer, and divided by 1,000. The customer is limited to one abatement within a one-year period.

designated for payment shall result in an Agency Decision causing disconnection of Potable Water Service until all amounts due, including delinquent fees and accrued interest, have been paid in full. Should the Customer request a hearing, pursuant to Section 48-101.008, that hearing shall not result in an Agency Decision but shall be solely for the purpose of giving the Customer an opportunity to provide the Authority with relevant information to assist the Authority in making its subsequent Agency Decision, which Agency Decision shall be based upon all information available to the Authority, including but not limited to information provided by the Customer.

- (4) The Customer may request a hearing on billing disputes.

#### **48-105.009 ABATEMENT OF WATER AND WASTEWATER BILLS**

- (1) The Authority shall abate a portion of a bill for Water and Wastewater Service, under the following conditions:

**(a) Courtesy Credit Adjustment Due to Leak in the Customer's Potable Water System**

1. The leak must be underground, within a foundation, or inside a wall and not caused by the negligence of the Customer or any other person, such as but not limited to: bulldozing, digging, lack of maintenance or vehicle running over the line, except when the outside action is on the public right-of-way beyond the customer's control for which there is no indication that the customer was negligent.
2. The Customer must present a plumber's report verifying that the leak satisfied the criteria in (1)(a)(1) and the leak has been repaired.
3. The Customer must request in writing that the Authority abate the charges and include the above information in the request within ninety (90) days after discovering the leak. Failure to make a timely request shall be a waiver of the Customer's right to seek abatement.
4. If abatement is granted, the Customer will be required to pay an amount equal to twice the monthly water consumption based upon the Active Account for the corresponding month during the previous year. When previous consumption history is unavailable, the Authority will use 5,300 gallons as a monthly average for a Residential User. For all other Users, the Authority will use an average derived from historical consumption from the prior calendar year. When previous consumption history is unavailable for Non-Residential Users, the Authority will use an average derived from similar Users in its service area.
5. When the Authority determines that unexplained consumption is occurring at a premises, it will make a reasonable attempt to notify the Customer of such increased consumption as soon as practicable and will inform the Customer of its abatement procedure at the time of such notification. Under no circumstances shall failure to provide such notice constitute a basis for imputing liability to the Authority for any such increased water consumption.
6. Customer is limited to one (1) abatement in excess of \$75.00 within a two (2) year period.

#### **48-105.010 TAMPERING WITH FACILITIES**

- (1) Tampering with the Authority's Water, Wastewater, or Reclaimed Water system components or facilities, including but not limited to, Water and Transmission Mains, distribution

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

Meeting Date:  
July 1, 2025

Agenda Item Number: K-1

Action Required:  
No

Department:  
Field Operations

Sponsor:  
Rudy Perez

Subject:  
**Field Report - May 2025**

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

## Reviewed / Approved

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

## Financial Impact

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

## Attachments

1. Monthly Report

Approved By: \_\_\_\_\_

General Manager



Date: \_\_\_\_\_

6/26/2025

## Wastewater Field Operations

There was a total of 30 service calls for the month of May of these 20 were system-generated alarms, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff 12 of those systems generated were found using the **(FVMS) Flo Vac Monitoring System**. The reports below detail the remaining 10 calls.

Date	Address	Incident	Response	KLWTD Issue
5/4/25	5 Mockingbird Rd	A customer called in to report that the pit was making a louder noise than usual.	Field Tech arrived and found that the Furnco had come off the wye body. There was no back up or a low vacuum incident.	NO
5/4/25	341 Mahogany Dr	Customer called stating that there seems to be a possible sewer leak by the pit.	On Tech's arrival everything was checked and working properly. There was water on top of the lid, but it was not from a sewer leak. The Homeowner was notified.	NO
5/5/25	958 Shaw Dr	A customer called in to report a breather that was damaged. And that the manhole was cracked.	On arrival at the address, it was noticed that the pad had shifted, but there was no damage to the breather. After construction is completed in that area the contractor will be responsible for restoring any damaged pads.	NO
5/5/25	102250 Overseas Hwy (Alfredo's cook house)	Customers called and stated that they had recently replaced 2 grinder pumps at their station, but they seemed to have stopped working.	The Field Manager arrived on sight and spoke to the owner. He pointed out that his grease traps had not been cleaned, and the solids were running into the station and on the ground. Tech then noticed that the pump station was not pumping and that the check valve was failing. The grease trap was immediately cleaned and KLWTD assisted with the failing check valve.	NO



5/5/25	201 Humpty Dumpty Dr	A customer called to report a lift station alarm that was going off.	On Tech's arrival he silenced the alarm and notice that the level was high inside the well. Tech was able to run pumps on hand and bring the level down. It was determined that the floats had failed, so maintenance was called into replace the nonworking floats.	YES
5/18/25	172 Park Ave	The customer called to report a backup at the property.	The field Tech arrived and found the pit to be working properly. Cleanout was checked and found clear of any blockage. Issue on Homeowner side, so the Homeowner was notified.	NO
5/22/25	92163 Overseas Hwy	A customer called stating that there might be a backup on our side KLWTD.	Tech arrived and opened the manhole and inspected for any potential issues. No issues were found. The cleanout was checked; Pit was manually discharged; The issue was on Homeowner side.	NO
5/27/25	292 Buttonwood Shores Dr	The customer called stating they were experiencing backup issues.	Field Tech's arrived and manually discharged pit and observed our cleanouts. The backup issue was on the Homeowner's side, so the Homeowner was advised to call a plumber.	NO
5/30/25	159 Dubonnet Rd	A customer called to report a backup in the downstairs shower.	All components were checked; the pit was manually discharged and working. Issue was on Homeowner side.	NO
5/30/25	96 Ave B	A customer called to rereport a backup.	Techs arrived at the address and found that the pit was clear and not overwhelmed, but they found that the cleanout was overwhelmed. Techs ran a camera through the service line from the pit to the home and found a blockage of grease. Jetter was brought onsite to break through the blockage and other debris. The Homeowner just purchased the home, and it was fully under construction.	YES

## Area Addressed with the Flow Vac Monitoring System

Date	Address	Incident	Response	Issue Found
5/2/25	49 Shoreland Dr	Received a low vacuum alarm call from Vac Station D	Tech checked on the <b>(FVMS) Flow Vac Monitoring System</b> and went straight to the address with issue.	Controller
5/2/25	25 Bonefish Ave	Received a low vacuum alarm call from Vac Station D	Tech went to the Vac Station to isolate an area. Once determining an area. The <b>(FVMS)</b> was used to find the issue.	Debris in valve
5/8/25	58 South Blackwater Ln and 13 N. Marlin Ave	Received a low vacuum alarm from Vac Station A	Tech Isolated tank valves to an area. Once determined they used the <b>(FVMS)</b> to find the issue.	Both addresses were diagnosed with a bad valve.
5/11/25	500 Burton Dr	Received a low vacuum call from Vac Station JK	Tech isolated the tank to determine an area, once isolated they used the <b>(FVMS)</b> to find the issue.	Pit was diagnosed with having debris valve.
5/12/25	54 Transylvania Ave and 827 Narragansett Ln	Received a low vacuum call from Vac Station D	Tech checked on the <b>(FVMS)</b> and went straight to the address with issue.	54 Transylvania Ave bad valve 827 Narragansett

				Ln bad controller
5/17/25	1120 Calder Rd	Received a low vacuum alarm from Vac Station D	Tech isolated issue using the tank valves at the station. Then they used the <b>(FVMS)</b> ; Tech was able to locate the issue.	Bad controller
5/18/25	1 Micheal Dr	Received a low vacuum alarm from Vac Station D	Using <b>(FVMS)</b> the Tech was able to go directly to the issue.	Bad Controller
5/19/25	103071 Overseas Hwy	Received a low vacuum alarm from Vac Station D	Tech isolated the tank valves to determine the area. Once they determined the area; they used the <b>(FVMS)</b> to locate the issue.	Bad Valve
5/21/25	102811 Overseas Hwy	Received a low vacuum alarm from Vac Station D	Tech began the isolation process. Isolated issue to an area. Then the Tech used the <b>(FVMS)</b> to locate the issue.	Bad Valve
5/25/25	11 Bay Dr	Received a low vacuum alarm from Vac Station A	Using the <b>(FVMS)</b> . The Tech was able to go directly to issue.	Bad Valve
5/27/25	813 Narragansett Ln	Received low vacuum from Tech checked on the (FVM) system and went straight to the	Tech isolated issue using the tank valves to determine the area. Then used the <b>(FVMS)</b> the Tech was able to locate the issue.	Bad controller

		address with issue. ac station D		
5/27/25	556 Ocean Cay Dr	Received a low vacuum alarm from Vac Station E	Using the <b>(FVMS)</b> Tech was able to go directly to the issue.	Debris in valve.
			The remaining 8 generated calls: Are not under the <b>(FVMS) Flow Vac Monitory System.</b>	



216 Buttonwood Lane:  
Field techs addressed a 3" collapse vacuum line with the help of a  
high level alarm from the FloVac monitoring system.





Field Techs performing annual tank cleaning at Vac Stations D & E





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

Meeting Date:

July 1, 2025

Agenda Item Number: L-1

Action Required:

No

Department:

Plant/Facilities

Sponsor:

Ryan Dempsey

Subject:

**Plant/Facilities Report - May 2025**

Summary:

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

## Reviewed / Approved

Operations: \_\_\_\_\_

Administration: \_\_\_\_\_

Finance: \_\_\_\_\_

District Counsel: \_\_\_\_\_

District Clerk: \_\_\_\_\_

Engineering: \_\_\_\_\_

## Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

## Attachments

1. Monthly Report

Approved By: \_\_\_\_\_

General Manager



Date: \_\_\_\_\_

6/26/2025



# Wastewater Treatment Plant Operations

The wastewater treatment plant processed an average of 2.0 million gallons of influent per day (MGD). The Treatment Plant remains in compliance with the Florida Department of Environmental Protection (FDEP) guidelines.

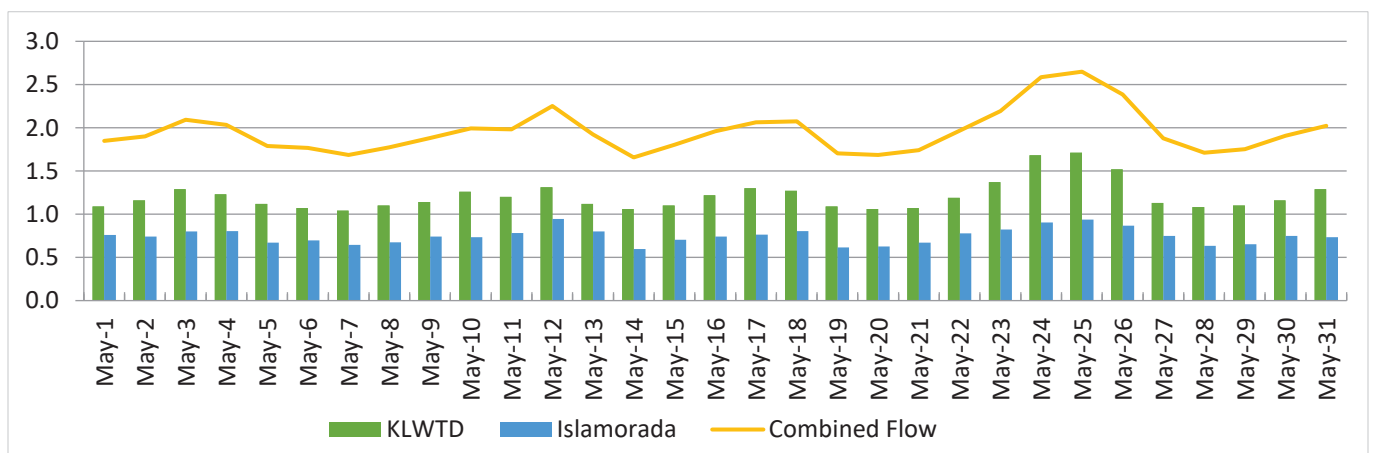
## Effluent Quality Reports (mg/L)

Determines the quality of discharge from the wastewater treatment plant.

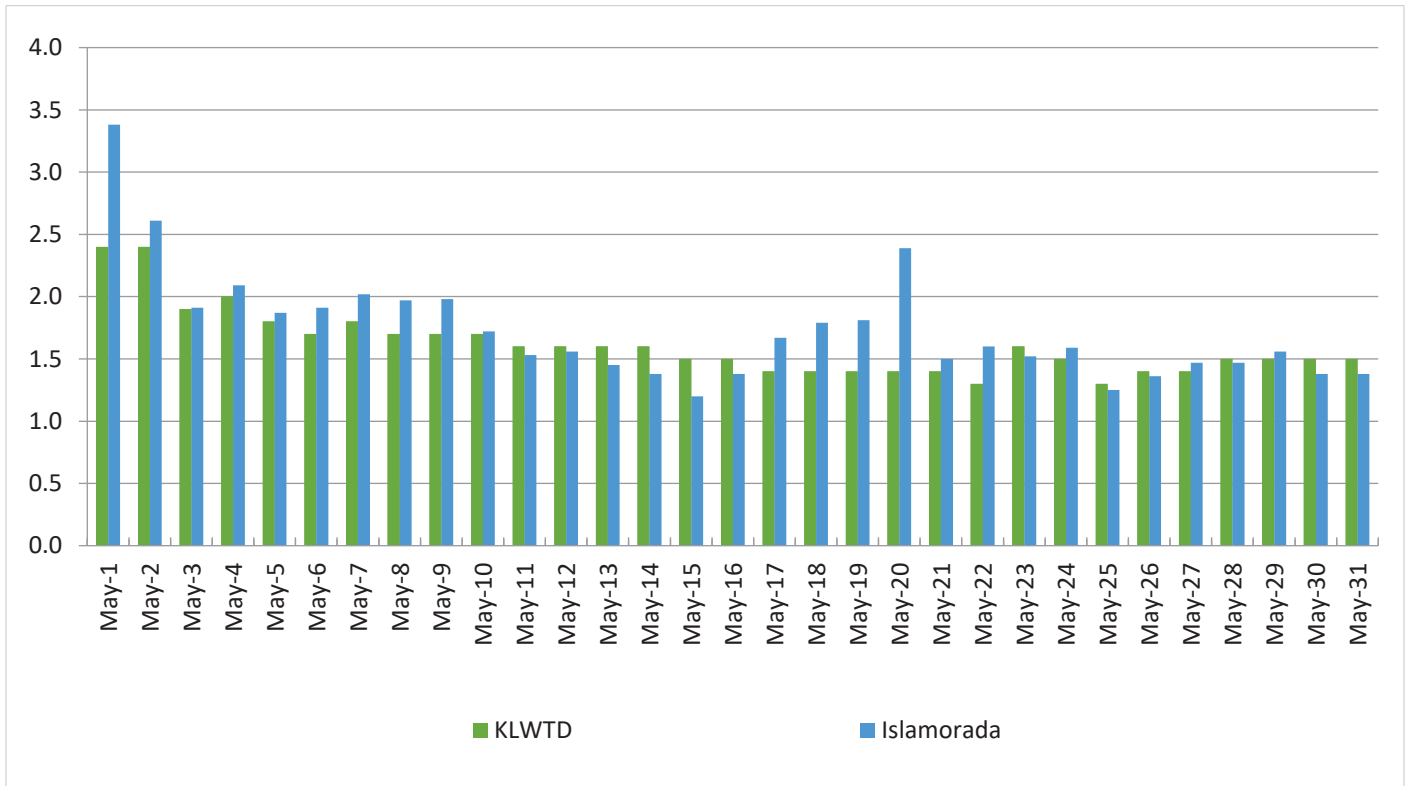
Effluent Quality Report	May 2025 Plant Performance	12 Month Average Plant Performance	Effluent Limits
CBOD5 (Carbonaceous Biochemical Oxygen Demand)	3.6	1.4	5
TSS (Total Suspended Solids)	1	1.2	5
TN (Total Nitrogen)	3.4	2.7	Report only
TP (Total Phosphorous)	1	.7	Report only

## 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: .746 MGD

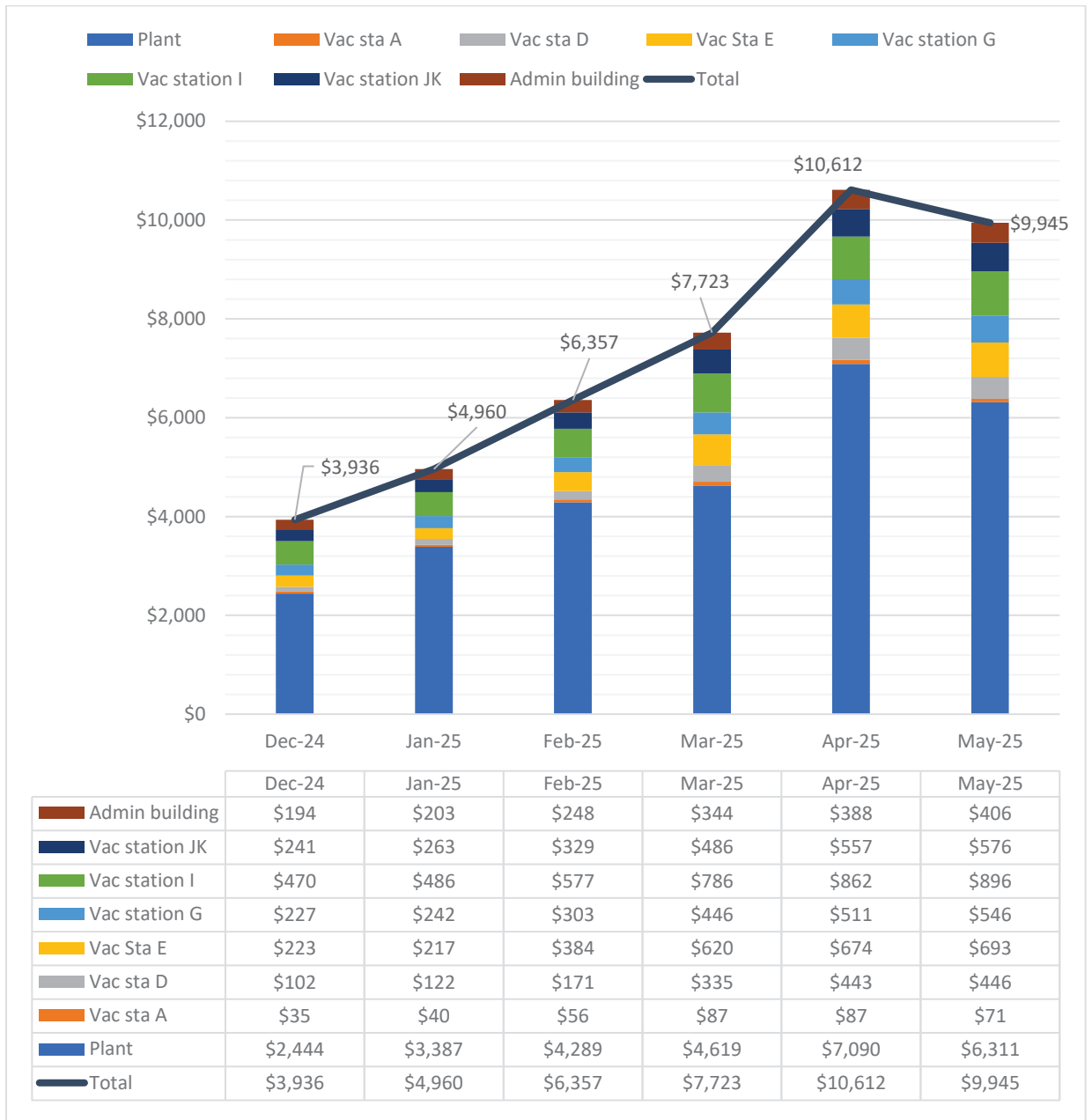
Highest Daily Flow: .943 MGD

Monthly Peak Salinity: 3.3 PPT

Days over 4.0 PPT Salinity: 0

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

## Solar Production Report



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

Meeting Date:  
July 1, 2025

Agenda Item Number: O-1

Action Required:  
Yes

Department:  
Legal

Sponsor:  
Nick Mulick

Subject:

## **Conservation Parcel Waiver Request - Resolution No. 09-2025**

Summary:

A request for waiver of wastewater service and exemption from SDC assessment for AK No. 1667587 per KLWTD General Rules and Regulations, Section 10.06(a)(iii).

### Reviewed / Approved

Operations: \_\_\_\_\_  
Administration: \_\_\_\_\_  
Finance: \_\_\_\_\_  
District Counsel: \_\_\_\_\_  
District Clerk: \_\_\_\_\_  
Engineering: \_\_\_\_\_

### Financial Impact

\$ 0.00                      \$248.50  
Refunded              Uncollected  
Funding Source:  
Assessment Revenue  
Budgeted:  
No

### Attachments

1. Customer request for waiver
2. KLWTD Form F-19
3. Resolution 09-2025
4. Map

Approved By: \_\_\_\_\_

General Manager

Date: 6/26/2025



---

**KLWTD Assessment Waiver Request**

---

**From** Scull-Paunece <Scull-Paunece@MonroeCounty-FL.Gov>

**Date** Fri 6/13/2025 1:26 PM

**To** Alexis Irizarry <Alexis.Irizarry@klwtd.com>

**Cc** barbara@keysforsale.com <barbara@keysforsale.com>

[Report This Email](#)

Hi Alexis,

Please be aware that MCLA is under contract to purchase the below described lot for conservation. The Owner/Agent may be contacting you for a waiver request. Please let me know if you need anything else from MCLA.

**RE:** 00544060-000000

**Site:** Madrid Road, ocean side of Key Largo near MM 102

**Legal:** Block 4, Lot 19, Bahia Mar Estates (PB 4-79)

**Owner:** Charles Merrick Sturup

PO Box 2761

Cleveland, GA 30528-0049

Thank you,

Neecie

Paunece Scull

Property Acquisition Specialist

Monroe County Land Authority

1200 Truman Avenue, Suite 207

Key West, FL 33040

Ph: (305) 295-5180; Cell: (786) 883-6945 Fx: (305) 295-5181

Mail stop: 5B

[scull-paunece@monroecounty-fl.gov](mailto:scull-paunece@monroecounty-fl.gov)



103355 Overseas Highway, Key Largo, FL 33037

Phone (305) 451-4019

www.klwtd.com

## Request for Wastewater Assessment Waiver or Exemption

*ALL fields must be completed, unless indicated as optional, before the request will be reviewed.*

Property Owner of Record:

DocuSigned by:

Merrick Sturup

Requested By\*:

Charles Sturup

\*If not Owner of Record, authorization documentation must be submitted.

Email (optional):

Barbara@1keysfor sale.com

Phone:

404-402-7839

RE/Parcel ID:

00544060..000000

Alternate Key:

1667587

Physical Location:

815 Madrid Road Key Largo FL 33037

RE/Parcel ID:

Alternate Key:

Physical Location:

RE/Parcel ID:

Alternate Key:

Physical Location:

I request an **EXEMPTION** of wastewater assessment for the parcel(s) listed above because:

- ☐ The parcel is vacant and has been aggregated with an adjoining parcel that is connected to the District's central wastewater collection system. *Section 10.05 (a)*
- ☐ The parcel is a marina, boat slip or rackominimum that is not capable of creating wastewater. *Section 10.05 (b)*
- ☐ The parcel cannot be improved due to zoning regulations or other legal constraints. *Section 10.05 (c)*
- ☐ The parcel cannot be improved due to physical conditions of the property. *Section 10.05 (d)*

I request a **WAIVER** of wastewater assessment for the parcel(s) listed above because:

- ☐ The parcel is vacant and immediately adjacent to an assessed parcel that is connected to the District's central wastewater collection system. *Section 10.06 (a)(i) Contiguous Vacant Parcel*  
**\*\$200.00 administrative fee required.**
- ☐ The parcel is vacant and designated as Tier I. *Section 10.06 (a)(ii) Tier 1 (one) Vacant Parcel*  
**\*\$200.00 administrative fee required.**
- ☐ The parcel is vacant and only receives an annual tax notice due to the wastewater assessment. *Section 10.06 (a)(iv) Minimum Tax Bill*
- ☐ The parcel is owned by Monroe County Land Authority or any other Federal, State or Local Agency for the purpose of protecting the natural environment. *Section 10.06 (a)(iii) - Conservation Parcel*
- ☒ The parcel is being conveyed to the Monroe County Land Authority or any other Government Agency for conservation purpose. **The Waiver shall take effect upon receipt by the District of proof that the Government Entity has acquired title to the Subject Tax Parcel. Section 10.06 (a)(iii) - Conservation Parcel**

### Acknowledgement Box required to process all exemptions Section 10.04(a) or waiver requests Section 10.06(b)

- ☒ Certify that if wastewater service to the parcel is reinstated, the then-current owner must pay the full direct and indirect District costs of providing the same. The amount charged at that time is expected to be significantly greater than \_\_\_\_\_ DocuSigned by: \_\_\_\_\_ orem assessment.

Signature

Charles Sturup

18651D891D69442...

Date 6/16/2025

This completed request form may be emailed to customerservice@klwtd.com or submitted to the District office located at:

## RESOLUTION NO. 09 - 2025

**A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“THE BOARD”) APPROVING THE REQUEST BY CHARLES MERRICK STURRUP (“THE OWNER”), FOR THE REMOVAL OF TAX PARCEL AK# 1667587 FROM THE 2006 NON-AD VALOREM ASSESSMENT ROLL; AND PROVIDING FOR AN EFFECTIVE DATE.**

**WHEREAS**, Charles Merrick Sturrup (“The Owner”) is the owner of the tax parcel described in Section 1 below (“the Subject Tax Parcel”); and

**WHEREAS**, the Key Largo Wastewater Treatment District (the “District”) assessed the Subject Tax Parcel via Resolution 28-08-06 dated August 9, 2006 (the “2006 Non-ad Valorem Assessment Roll”); and

**WHEREAS**, the Subject Tax Parcel is being conveyed to the Monroe County Comprehensive Plan Land Authority for conservation purposes; and

**WHEREAS**, the Owner requests that the District remove the Subject Tax Parcel from the 2006 Non-ad Valorem Assessment Roll, pursuant to the Key Largo Wastewater Treatment District’s General Rules and Regulations, Section 10.06(a)(iii).

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

**Section 1.**

PARCEL I.D.:	00544060-000000
AK NO.:	1667587
PARCEL DESCRIPTION:	BK 4 LT 19 BAHIA MAR EST PB4-79 KEY LARGO OR288-156-157 OR2376-466D/C OR2707-1872/73

**Section 2.**

EFFECTIVE DATE. This Resolution shall take effect and the Subject Tax Parcel shall be excluded from the 2006 Final Assessment Roll upon receipt by the District of proof that the Subject Tax Parcel has been purchased by the Monroe County Comprehensive Plan Land Authority for conservation purposes. No part of the System Development Charge paid prior to the effective date of this Resolution shall be refunded.

**Section 3.**

AUTHORIZATION OF DISTRICT OFFICIALS.  
The General Manager and/or his designee(s) are authorized to take all actions necessary to implement the terms and conditions of this Resolution.



**RESOLVED AND ADOPTED THIS 1<sup>st</sup> DAY OF JULY 2025.**

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

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

The Chairman thereupon declared this Resolution duly passed and adopted this 1<sup>st</sup> day of July 2025.

**KEY LARGO WASTEWATER TREATMENT DISTRICT**

By: \_\_\_\_\_  
Nicolas Rodriguez,  
Chairman

ATTEST:

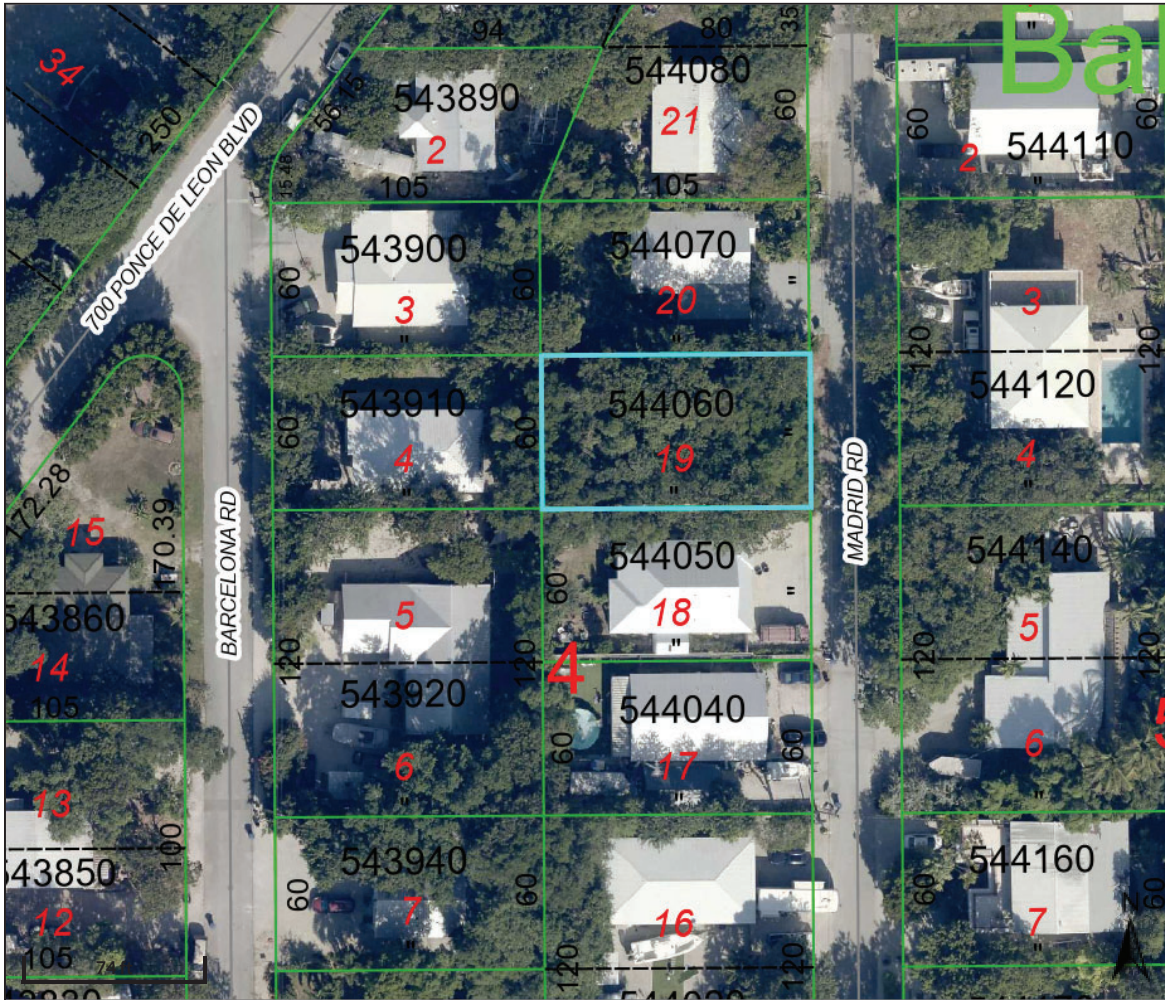
*Approved as to form  
and legal sufficiency:*

\_\_\_\_\_  
Shannon McCully, District Clerk

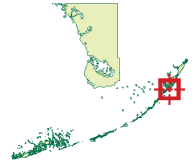
By: \_\_\_\_\_  
Nicholas W. Mulick, Esq.,  
General Counsel

SEAL





Overview



Legend

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

Parcel ID 00544060-000000 Alternate ID 1667587 Owner Address STURRUP CHARLES MERRICK  
 Sec/Twp/Rng 22/61/39 Class VACANT RES PO Box 2761  
 Property Address 815 MADRID Rd Cleveland, GA 30528

District 500K  
 Brief Tax Description BK 4 LT 19 BAHIA MAR EST PB4-79 KEY LARGO OR288-156-157 OR2376-466D/C OR2707-1872/73  
 (Note: Not to be used on legal documents)

Date created: 6/17/2025  
 Last Data Uploaded: 6/17/2025 1:24:02 AM

Developed by  SCHNEIDER  
 GEOSPATIAL

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

Meeting Date:  
July 1, 2025

Agenda Item Number: O-2

Action Required:  
Yes

Department:

Legal

Sponsor:

Nicholas W. Mulick, Esq.

Subject:

## **Extension of Wastewater Funding Agreement**

Summary:

In 2013, the District entered into an Interlocal Agreement ("ILA") with several other Monroe County governing bodies and utilities to allocate FDEP grants to fund wastewater treatment infrastructure projects in the Florida Keys. The District proposes to extend the ILA for an additional five (5) years.

### Reviewed / Approved

Operations: \_\_\_\_\_

Administration: \_\_\_\_\_

Finance: \_\_\_\_\_

District Counsel: \_\_\_\_\_

District Clerk: \_\_\_\_\_

Engineering: \_\_\_\_\_

### Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

### Attachments

1. Original ILA
2. Amended ILA
3. Proposed Second Amended ILA

Approved By: \_\_\_\_\_

General Manager



Date: 6/26/2025

**AMY HEAVILIN, CPA**  
**CLERK OF THE CIRCUIT COURT**

---

**DATE:** March 21, 2013

**TO:** Bob Shillinger  
County Attorney

**ATTN:** Kathy Peters

**FROM:** Pamela G. Hancock, D.C. 

---

At the February 20, 2013, Board of County Commissioner's meeting the Board granted approval and authorized execution of Item N7 an Interlocal agreement regarding the distribution of the second year allocation of State funding through the Save Our Everglades Trust Fund.

Attached is a duplicate original of the above-mentioned for your handling. Should you have any questions, please feel free to contact our office.

cc: Finance  
File

**STATE WASTEWATER FUNDING**  
**DISTRIBUTION AGREEMENT**  
**FOR "YEAR TWO OF FOUR"**

**THIS AGREEMENT** ("Agreement") made and entered into this 20<sup>th</sup> day of February, 2013, by and between the following Parties for the distribution of the second of four \$50 million yearly allocations of State funding from the Save Our Everglades Trust Fund.

**PARTIES:**

**CITY OF KEY COLONY BEACH** (hereinafter referred to as "Key Colony Beach"), a municipal corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL 33051-0141; and

**CITY OF KEY WEST** (hereinafter referred to as "Key West"), a municipal corporation of the State of Florida, whose address is 3132 Flagler Avenue, Key West, FL 33040, and

**CITY OF MARATHON** (hereinafter referred to as "Marathon"), a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, FL 33050; and

**FLORIDA KEYS AQUEDUCT AUTHORITY** (hereinafter referred to as "FKAA"), an independent special district established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

**KEY LARGO WASTEWATER TREATMENT DISTRICT** (hereinafter referred to as "KLWTD"), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

**ISLAMORADA, VILLAGE OF ISLANDS** (hereinafter referred to as "Islamorada"), a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036; and

**MONROE COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040; and

**WITNESSETH:**

**WHEREAS**, Monroe County contains a National Marine Sanctuary (Florida Keys National Marine Sanctuary), several Federal and State Parks, and State Aquatic Preserves (Coupon Bight Aquatic Preserve and Lignumvitae Key Aquatic Preserve); and

**WHEREAS**, Monroe County and Key West were determined by the State Legislature to be areas containing, or having a significant impact upon, environmental or natural resources of regional or statewide importance that is so environmentally sensitive and fragile, that Monroe



County and Key West were designated by the State as Areas of Critical State Concern pursuant to Sections 380.05, Florida Statutes; and

**WHEREAS**, the Florida Department of Environmental Protection has determined that excessive nutrients are a primary contributor to water quality degradation in the Florida Keys, leading to depressed oxygen levels, increased algae and an imbalance in the number and diversity of native aquatic life, and

**WHEREAS**, in 1999, the State Legislature established binding treatment and disposal requirements for all wastewater management facilities in Monroe County; and

**WHEREAS**, the County, FCAA, Key Colony Beach, Key West, KLWTD, Islamorada, and Marathon (collectively, the "Parties"), are all engaged in efforts to provide centralized wastewater treatment plants and collection systems throughout the Florida Keys and to upgrade and improve existing wastewater treatment systems to protect the fragile ecosystem of the Florida Keys and to comply with the requirements of Chapter 99-395; and

**WHEREAS**, the responsibility for financing the construction or upgrade of wastewater management facilities in the Florida Keys resides with the Parties to this Agreement and the business owners, homeowners, and property owners in the areas served by the Parties; and

**WHEREAS**, in 2008 the State Legislature approved a modification to Section 215.619, Florida Statutes, authorizing the issuance of \$200 million of Everglades restoration bonds for the purpose of implementing the Florida Keys Area of Critical State Concern protection program under Sections 380.05 and 380.0552, Florida Statutes; and

**WHEREAS**, the Florida Keys Area of Critical State Concern protection program calls for the restoration and conservation of natural systems through, among other things, the implementation of state-mandated wastewater management projects identified in the Keys Wastewater Plan, dated November 2007, and submitted to the Florida House of Representatives on December 4, 2007; and

**WHEREAS**, the \$200 million generated by the issuance of Everglades restoration bonds is administered by the Florida Communities Trust (the "Mayfield Grant Funds"); and

**WHEREAS**, in March of 2012, the State Legislature appropriated and the Governor subsequently approved, the first of four \$50 million yearly allocations of the \$200 million in Mayfield Grant Funds; and

**WHEREAS**, the first of four \$50 million yearly allocations of Mayfield Grant Funds was disbursed with the stipulation that 60% of the said \$50 million be distributed to the County for the Cudjoe Regional Wastewater Project and that 40% be distributed to Islamorada; and

**WHEREAS**, the Parties anticipate the State will disburse the second or Year Two of Four distribution of Mayfield Grant Funds in Fiscal Year 2013; and

**WHEREAS**, this Agreement details and specifies the Year Two of Four distribution of Mayfield Grant Funds that the Parties have determined to be, and have agreed would be fair and equitable to all Parties.

**NOW, THEREFORE**, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

1. **DEFINITIONS** - As used herein, the following terms shall have the following meanings, unless the context clearly otherwise requires:

*Agreement* shall mean this Interlocal Agreement.

*Authorized Officer* shall mean the Mayors of the County, Key Colony Beach, Key West, Islamorada, and Marathon, and the Chairperson of the Boards of the FKAA and the KLWTD.

*Fiscal Year* shall mean the State of Florida fiscal year, i.e., the period commencing on July 1 of each year and continuing through the next succeeding June 30, or such other period as may be prescribed by law.

*Fund, Funds or Funding* shall mean the Mayfield Grant Fund, Mayfield Grant Funding, or State Wastewater Funding.

*Mayfield Grant Fund or State Wastewater Fund* shall mean the \$200 million authorized by the State Legislature pursuant to Section 215.619, Florida Statutes and distributed by the State to the Parties pursuant to Section 215.619(1)(a)2, Florida Statutes.

*Party or Parties* shall mean the signatories to this Agreement, individually or collectively (to wit: the County, FKAA, Key Colony Beach, Key West, KLWTD, Islamorada, and Marathon.

*State* shall mean the State of Florida.

*Wastewater* shall mean sewage or effluent of any nature or originating from any source.

*Year Two of Four* shall mean the second of four \$50 million yearly allocations of *Mayfield Grant Funds*.

2. **RECITALS.**

The recitals set forth above are true and correct and are hereby incorporated in this Agreement.

3. **EFFECTIVE DATE AND TERM.**

- (a) This Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.
- (b) This Agreement shall continue in full force and effect until:
- 1) All of the anticipated Year Two of Four Mayfield Grant Funding has been distributed to the Parties in accordance with this Agreement and there are no additional Year Two of Four Mayfield Grant Funds available to be distributed; or
  - 2) This Agreement is terminated by the mutual consent of all of the Parties, in writing.

4. **DISTRIBUTION OF FUNDS.**

- (a) If the State appropriates the anticipated Year Two of Four \$50 million allocation of Mayfield Grant Funds, all such Funding so received shall be distributed to the Parties in accordance with and pursuant to the distribution schedule set forth below.

**YEAR TWO of FOUR  
STATE WASTEWATER FUNDING SCHEDULE**

Wastewater Project (Recipient)	Amount
<b>County</b>	<b>\$0</b>
<b>FKAA</b>	<b>\$5,000,000</b>
<b>Key Colony Beach</b>	<b>\$1,000,000</b>
<b>Key West</b>	<b>\$4,000,000</b>
<b>KLWTD</b>	<b>\$20,000,000</b>
<b>Islamorada</b>	<b>\$0</b>
<b>Marathon</b>	<b>\$20,000,000</b>
<b>TOTAL</b>	<b>\$50,000,000</b>

- (b) In the event the State appropriates less than the anticipated \$50 million Year Two of Four allocation of Mayfield Grant Funds, all such Funding received shall be distributed to the Parties on a *pro rata* basis pursuant to the distribution schedule as set forth in paragraph 4. (a) above.
- (c) In the event the State appropriates less than the anticipated \$50 million Year Two of Four allocation Annual Appropriation, the State subsequent appropriation of the Year Three, Four, Five, etc., of the Mayfield Grant shall continue to be distributed on a prorate basis predicated on the Paragraph 4a distribution schedule until such time as all parties have received the allocation amount specified in Paragraph 4a.

**5. UTILIZATION OF FUNDING.**

- (a) Any Mayfield Grant Funds received by the Parties from the State shall be utilized by the Parties to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities; or any other lawful purpose in accordance with the laws, statutes, rules, and regulations promulgated by the State with reference to the expenditure of any such Funds.

**6. NO GUARANTEED DISTRIBUTION AMOUNT.**

The amount of Funding to be received by each Party pursuant to this Agreement is dependent upon (a) the amount of Funding actually received from the State, (b) the restrictions and requirements set forth in Section 215.619, Florida Statutes, as well as the bonding, appropriations, and distribution processes of the State, and (c) Paragraph 4 of this Agreement.

**7. JOINT COOPERATION**

The Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation and distribution of the \$50 million Year Two of Four allocation of Mayfield Grant Funds to the Parties. Toward that end:

- (a) The parties agree to utilize their state lobbyist(s) (if applicable) to request the State Legislature and the Governor to approve and appropriate the Year Two of Four allocation of Mayfield Grant Funds to the Parties pursuant to Paragraph 4a and in accordance with this Agreement.
- (b) The parties agree to coordinate their lobbying efforts and to work in good faith with each other. In exercising "good faith", a party shall not lobby against the interests of the other parties as it pertains to Year 2 of 4 allocation of Mayfield Grants. Each party shall make reasonable efforts to keep the other parties advised of their own lobbying activities as it relates to State wastewater funding.
- (c) Each Party shall keep the other Parties informed of all meetings, trips, telephone calls, and developments in a timely fashion. Each Party shall provide such information with enough notice to enable the other Parties to participate in and/or attend such meetings, trips, or telephone calls, if appropriate.

**8. RECORDS – ACCESS AND AUDITS.**

All Parties shall maintain adequate and complete records for a period of four years after each Annual Allocation. Each Party, its officers, employees, agents and contractors shall, upon proper request, have access to the books, records, and documents of the other Parties, related to this Agreement. The access to and inspection of such books, records, and documents by the Parties shall occur at a reasonable time upon reasonable notice.



**9. ASSIGNMENT.**

No Party may assign this Agreement or any of its obligations under this Agreement without the approval of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of all of the Parties.

**10. SUBORDINATION.**

This Agreement is subordinate to the laws and regulations of the United States, and the State of Florida, whether in effect on commencement of this agreement or adopted after that date.

**11. INCONSISTENCY.**

If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the responsibility and liability of each Party.

**12. NOTICES.**

Unless otherwise specified, all Notices must be sent by certified mail to the following:

**FLORIDA KEYS AQUEDUCT  
AUTHORITY**

Executive Director  
1100 Kennedy Drive  
Key West, FL 33040

**KEY COLONY BEACH:**  
City Attorney, Thomas D. Wright  
9711 Overseas Highway  
Marathon, FL 33051

&  
City Administrator  
P.O. Box 510141  
Key Colony Beach, FL 33051-0141

**KEY LARGO WASTEWATER  
TREATMENT DISTRICT:**  
General Manager  
PO Box 491  
Key Largo, Florida 33037

**KEY WEST:**  
City Manager  
3132 Flagler Avenue

Key West, FL 33040

**ISLAMORADA VILLAGE OF ISLANDS:**  
Village Manager  
868000 Overseas Highway  
Islamorada, Florida 33036

**MARATHON:**  
City Manager  
9805 Overseas Highway  
Marathon, FL 33050

**MONROE COUNTY:**  
County Administrator  
1100 Simonton Street, Suite 205  
Key West, FL 33040  
&  
County Attorney  
P.O. Box 1026  
Key West, FL 33041-1026

**13. NON-RELIANCE BY NON-PARTIES.**

No Non-Party entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement or benefit of any service or program contemplated hereunder, and each Party agrees that neither the Party nor any officer, agent, or employee of the Party shall have the authority to inform, counsel or otherwise indicate that any particular individual or groups of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated under this Agreement.

**14. HEADINGS.**

The headings and other captions contained in this Agreement are provided for reference and convenience purposes only and are in no way intended to describe, interpret, define, expand, or limit the scope, extent, or intent of this Agreement, or any provision hereto.

**15. IMPLEMENTING ACTIONS OF THE PARTIES.**

The Parties shall take any and all necessary and appropriate actions relating to the implementation of this Agreement.

**16. DISPUTE RESOLUTION.**

With respect to any dispute, claim, or controversy arising out of or relating to this Agreement, or any Party's performance thereof, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall utilize the process for dispute resolution set forth in Chapter 164, known as the "Florida Governmental Conflict Resolution Act".

**17. ATTORNEYS' FEES AND COSTS.**

In the event there is litigation arising under or related to Agreement, each Party shall pay its own attorneys' fees and costs and expenses incurred in enforcing the Agreement including any appellate attorney's fees.

**18. GOVERNING LAW; VENUE.**

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County.

**19. HOLD HARMLESS.**

To the extent provided by law and without waiving Sovereign Immunity, each Party agrees to fully hold harmless, indemnify, defend, discharge and release the other Parties, their officers, employees, agents, contractors and subcontractors from and against any and all causes of action, claims, costs, demands, expenses and losses of whatever type that arise out of or are attributable to

this Agreement; except for any causes of action, claims, costs, demands, expenses and losses that are the result of the sole negligence or malfeasance of the respective Party.

**20. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature shall be deemed an original for all purposes.

**21. JOINT PREPARATION.**

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

**22. FULL UNDERSTANDING.**

This Agreement is the Parties' final mutual understanding regarding the subject matter hereof. It replaces and supersedes any earlier prior and contemporaneous agreements or understandings, whether written or oral. This Agreement may be modified and amended only by written instrument executed by the Parties hereto.

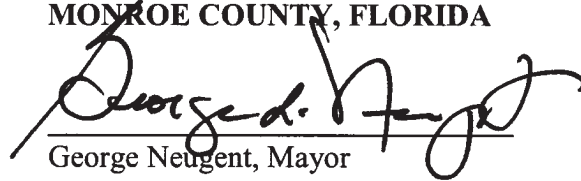
**23. INTERLOCAL AGREEMENT.**

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

**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 FOLLOWING PAGES]**

BOARD OF COUNTY COMMISSIONERS OF  
MONROE COUNTY, FLORIDA

  
George Neugent, Mayor

(SEAL)

**ATTEST:** Amy Heavlin, Clerk

  
Deputy Clerk

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

  
Robert B. Shillinger, County Attorney

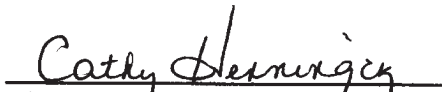
FILED FOR RECORD  
2013 MAR 21 PM 3:24  
CLERK CIR. CL.  
MONROE COUNTY FL

**CITY OF KEY COLONY BEACH, FLORIDA**

  
Ronald A. Sutton, Mayor

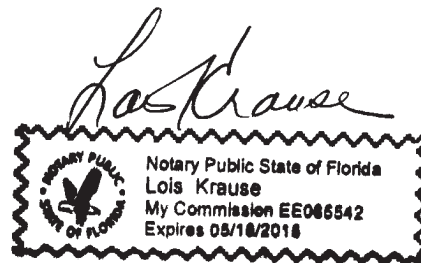
(SEAL)

**ATTEST:**

  
~~Vickie L. Bollinger, City Clerk~~  
Cathy Henninger

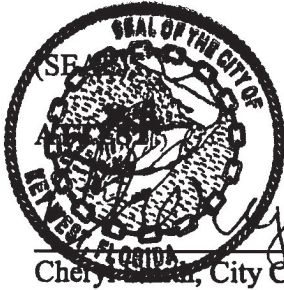
**APPROVED AS TO FORM AND LEGAL SUFFICIENCY:**

  
Thomas D. Wright, City Attorney



**CITY OF KEY WEST, FLORIDA**

  
\_\_\_\_\_  
Craig Cates, Mayor

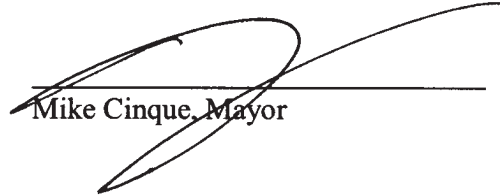


  
\_\_\_\_\_  
Cheryl Smith, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

  
\_\_\_\_\_  
Shawn Smith, City Attorney

**CITY OF MARATHON, FLORIDA**

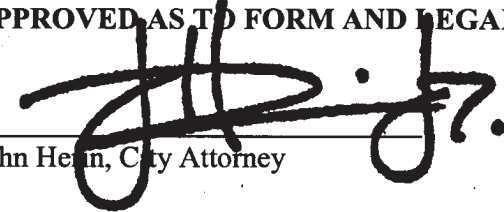
  
Mike Cinque, Mayor

(SEAL)

**ATTEST:**

  
Diane Clavier, City Clerk

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

  
John Heen, City Attorney

**FLORIDA KEYS AQUEDUCT AUTHORITY**

FKAA Board Approved:  
February 27, 2013

  
\_\_\_\_\_  
J Robert Dean, Chair

(SEAL)

**ATTEST:**

  
\_\_\_\_\_  
Clerk

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

  
\_\_\_\_\_  
Robert T. Feldman, General Counsel




**KEY LARGO WASTEWATER TREATMENT  
DISTRICT**

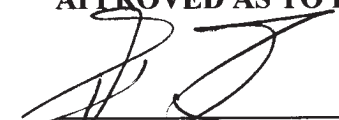


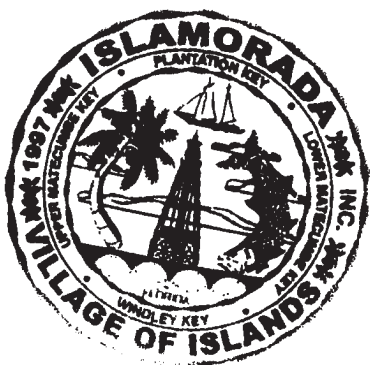
  
Robert Majeska, Chair

**ATTEST:**

  
Carol Walker, District Clerk

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

  
Raymond Giglio, General Counsel



ISLAMORADA, VILLAGE OF ISLANDS,  
FLORIDA

Ken Philipson  
Ken Philipson, Mayor

(SEAL)

ATTEST:

Laurina J. Ja  
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Nina Boniske  
Nina Boniske, Village Attorney



# AMY HEAVILIN, CPA

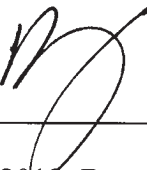
## CLERK OF CIRCUIT COURT & COMPTROLLER

### MONROE COUNTY, FLORIDA

**DATE:** November 22, 2013

**TO:** Roman Gastesi, County Administrator

**ATTN:** Connie Cyr, Aide to  
County Administrator

**FROM:** Vitia Fernandez, D.C. 

---

At the September 17, 2013, Board of County Commissioner's meeting the Board granted approval and authorized execution of Item O-7 Interlocal Agreement amending a February 20, 2013 Interlocal Agreement regarding the distribution of the remaining \$150 million in Mayfield Grant Funds."

*Attached is an original copy of the above-mentioned for your handling. Should you have any questions, please feel free to contact our office.*

cc: County Attorney (electronic copy)  
Finance (electronic copy)  
File

**AMENDMENT TO**  
**"STATE WASTEWATER FUNDING**  
**DISTRIBUTION AGREEMENT FOR 'YEAR TWO OF FOUR'"**

**THIS AMENDMENT AGREEMENT** ("Amendment Agreement") is made and entered into this 17<sup>th</sup> day of September, 2013, to amend the "STATE WASTEWATER FUNDING DISTRIBUTION AGREEMENT FOR 'YEAR TWO OF FOUR,'" entered into the 20th day of February 2013, by and between the following Parties:

**PARTIES:**

**CITY OF KEY COLONY BEACH** (hereinafter referred to as "Key Colony Beach"), a municipal corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL 33051-0141; and

**CITY OF KEY WEST** (hereinafter referred to as "Key West"), a municipal corporation of the State of Florida, whose address is 3132 Flagler Avenue, Key West, FL 33040, and

**CITY OF MARATHON** (hereinafter referred to as "Marathon"), a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, FL 33050; and

**FLORIDA KEYS AQUEDUCT AUTHORITY** (hereinafter referred to as "FKAA), an autonomous public body corporate and politic established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

**KEY LARGO WASTEWATER TREATMENT DISTRICT** (hereinafter referred to as "KLWTD"), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

**ISLAMORADA, VILLAGE OF ISLANDS** (hereinafter referred to as "Islamorada"), a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036; and

**MONROE COUNTY** (hereinafter referred to as "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040; and

Page 1 of 13

Amendment to

*"State Wastewater Funding Distribution Agreement For 'Year Two Of Four'"*

**WITNESSETH:**

**WHEREAS**, in 2008 the State Legislature authorized the issuance of \$200 million of Everglades restoration bonds ("Mayfield Grant Funds"), to be administered by the Florida Communities Trust; and

**WHEREAS**, in March of 2012 the State Legislature appropriated, and the Governor subsequently approved, the first of four \$50 million yearly allocations of the \$200 million in anticipated Mayfield Grant Funds; and

**WHEREAS**, the first of the four \$50 million yearly allocations of Mayfield Grant Funds was disbursed by the State with the stipulation that 60% of the said \$50 million be distributed to the County for the Cudjoe Regional Wastewater Project and that 40% be distributed to Islamorada; and

**WHEREAS**, the Parties entered into an Interlocal Agreement, dated the 20th day of February 2013 ("Original ILA") with reference to the distribution of the anticipated \$50 million "Year Two of Four" of Mayfield Grant Funds; and

**WHEREAS**, Paragraph "4.(a)" of the Original ILA, details and specifies the distribution of the anticipated \$50 million "Year Two of Four" of Mayfield Grant Funds that the Parties have determined to be and have agreed would be fair and equitable to all Parties; and

**WHEREAS**, the Parties now desire to amend the terms of the Original ILA to cover how the "Year Two of Four," "Year Three of Four," and "Year Four of Four" of Mayfield Grant Funds will be disbursed by the State directly to the Parties; and

**WHEREAS**, notwithstanding any interpretations of Section 215.619 Florida Statutes to the contrary, the Parties agree that wastewater infrastructure in Key West (separately designated as an area of Critical State Concern pursuant to Rule 28-36.001 F.A.C.) advances the principles underpinning the Mayfield Grant Funds authorized by that Section, and that Key West should, therefore, share in appropriations related thereto.

**NOW THEREFORE**, in consideration of the mutual covenants set forth in this Amendment Agreement and other valuable consideration the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

**1. DEFINITIONS.**

Terms defined in Paragraph "1" of the Original ILA have the same meaning in this Amendment Agreement unless otherwise specified.

**2. RECITALS.**

The recitals set forth above are true and correct and are hereby incorporated in this Amendment Agreement.

**3. EFFECTIVE DATE AND TERM.**

(a) This Amendment Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.

(b) This Amendment Agreement shall continue in full force and effect until:

- 1) All of the anticipated \$200 million of Mayfield Grant Funding has been distributed to the Parties in accordance with this Amendment Agreement and there are no additional Mayfield Grant Funds available to be distributed; or
- 2) This Amendment Agreement is terminated by the mutual consent of all of the Parties, in writing.

**4. THE ORIGINAL ILA IS HEREBY AMENDED AS FOLLOWS:**

- (a) All references to "*Year Two of Four*" are hereby deleted and are replaced by, "*Year Two of Four,*" "*Year Three of Four,*" and "*Year Four of Four*".
- (b) Paragraph "4," which paragraph is captioned "**DISTRIBUTION OF FUNDS,**" is deleted in its entirety and replaced by paragraph "5" below.

**5. DISTRIBUTION OF FUNDS.**

- (a) If the State appropriates the anticipated “Year Two of Four,” “Year Three of Four,” and “Year Four of Four” \$50 million allocations of Mayfield Grant Funding, all such Funding so received shall be distributed to the Parties in accordance with and pursuant to the distribution schedule set forth below.

**STATE WASTEWATER FUNDING SCHEDULE**

Wastewater Project (Recipient)	Year 2-4 Total Amount	Year 2	Year 3	Year 4
<b>Islamorada</b>	<b>\$24.50</b>	<b>\$ 7.00</b>	<b>\$ 8.75</b>	<b>\$ 8.75</b>
<b>Marathon</b>	<b>\$34.50</b>	<b>\$17.00</b>	<b>\$ 8.75</b>	<b>\$ 8.75</b>
<b>KLWTD</b>	<b>\$43.00</b>	<b>\$17.00</b>	<b>\$12.50</b>	<b>\$13.50</b>
<b>County/FKAA</b>	<b>\$34.00</b>	<b>\$ 5.00</b>	<b>\$15.00</b>	<b>\$14.00</b>
<b>Key West</b>	<b>\$12.00</b>	<b>\$ 3.00</b>	<b>\$ 4.00</b>	<b>\$ 5.00</b>
<b>Key Colony Beach</b>	<b>\$ 2.00</b>	<b>\$ 1.00</b>	<b>\$ 1.00</b>	<b>\$ 0.00</b>
<b>TOTAL In Millions</b>	<b>\$150.00</b>	<b>\$50.00</b>	<b>\$50.00</b>	<b>\$50.00</b>

- (b) In the event the State appropriates less than the anticipated \$50 million yearly allocation of “Year Two of Four,” “Year Three of Four,” and “Year Four of Four” of Mayfield Grant Funding, all such Funding received shall be distributed to the Parties on a *pro rata* basis pursuant to the distribution schedule as set forth in paragraph 5. (a) above. If the provisions of this paragraph are triggered, the remaining allocation for that year will be completed prior to the distribution of funds for any subsequent year on the schedule.

**6. ENTIRE AGREEMENT**

This Amendment Agreement and the Original ILA embody the entire agreement between the Parties with reference to the distribution of the balance of the \$150 million of Mayfield Grant Funds. In the event of any conflict or inconsistency between the provisions of the Original ILA and this Amendment Agreement, the provisions of this Amendment Agreement shall control and govern. This Amendment Agreement may be modified and amended only by written instrument executed by the Parties hereto. However, two or more parties to this agreement may agree by a separate agreement to redistribute or reallocate their respective shares of the anticipated funds as set forth in the schedule in paragraph 5(a) by written instrument, which only needs to be executed by the parties to that separate agreement, subject to appropriate State approvals.

Page 4 of 13

Amendment to

“State Wastewater Funding Distribution Agreement For ‘Year Two Of Four’”

**7. ORIGINAL ILA REMAINS IN FULL FORCE AND EFFECT**

Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Original ILA shall remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Amendment Agreement shall not, in any manner impair the Original ILA, the purpose of this Amendment Agreement being simply to amend and ratify the Original ILA, as hereby amended and ratified, and to confirm and carry forward the Original ILA, as hereby amended, in full force and effect.

**8. JOINT COOPERATION.**

In accordance with paragraph "7" of the Original ILA, the Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation of the balance of the \$150 million of Mayfield Grant Funds, and the distribution of those said funds directly to the Parties in accordance with the distribution schedule as set forth in herein.

**9. SEVERABILITY.**

If any provision or part of a provision of this Amendment Agreement is found by a court, arbitrator or other authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this Amendment Agreement and the remaining provisions to continue in full force and effect. The Parties shall in this event seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable.

**10. THIRD PARTY RIGHTS.**

No provision of this Amendment Agreement is be construed as creating any rights enforceable by a third party, and all third party rights implied by law are, to the extent permissible by law, excluded from this Amendment Agreement.



**11. JOINT PREPARATION.**

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

**12. COUNTERPARTS.**

This Agreement may be executed in any number of counterparts and by each Party on separate counterparts, each of which, when so executed and delivered, shall be an original and all of which shall together constitute one and the same Agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature shall be deemed an original for all purposes.

**13. INTERLOCAL AGREEMENT.**

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

**IN WITNESS WHEREOF**, the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

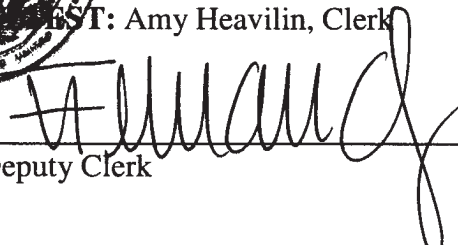
**[SIGNATURES ON FOLLOWING PAGES]**

**BOARD OF COUNTY  
COMMISSIONERS OF MONROE  
COUNTY, FLORIDA**

  
George Neugent, Mayor



EST: Amy Heavilin, Clerk

  
Deputy Clerk

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

  
Robert B. Shillinger, County Attorney

FILED FOR RECORD  
2013 NOV 22 AM 11:34  
CLERK OF COURT  
MONROE COUNTY, FL

**CITY OF KEY COLONY BEACH,  
FLORIDA**

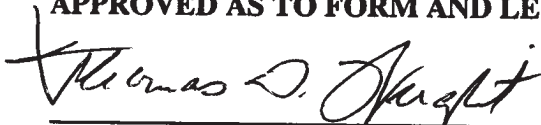
  
Ronald A. Sutton, Mayor

(SEAL)

**ATTEST:**

  
Cathy Henninger, City Clerk

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

  
Thomas D. Wright, City Attorney

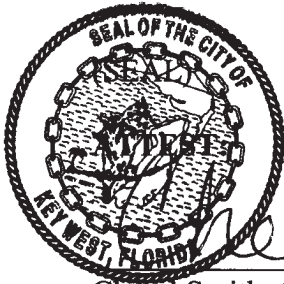
Page 8 of 13


Amendment to

*"State Wastewater Funding Distribution Agreement For 'Year Two Of Four'"*

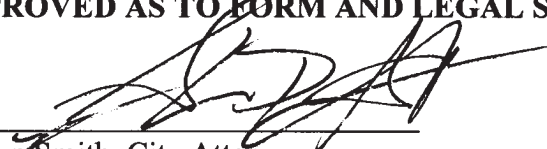
**CITY OF KEY WEST, FLORIDA**

  
\_\_\_\_\_  
Craig Cates, Mayor



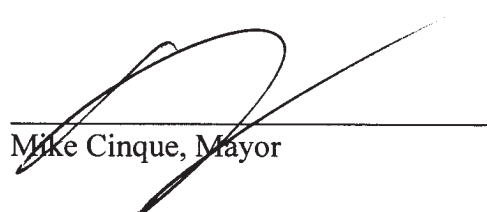
  
\_\_\_\_\_  
Cheryl Smith, City Clerk

**APPROVED AS TO FORM AND LEGAL SUFFICIENCY**

  
\_\_\_\_\_  
Shawn Smith, City Attorney

FLORIDA

CITY OF MARATHON,

  
Mike Cinque, Mayor

(SEAL)

ATTEST:

  
Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

  
John Herin, City Attorney

**FLORIDA KEYS AQUEDUCT  
AUTHORITY**

  
\_\_\_\_\_  
J Robert Dean, Chair

(SEAL)

**ATTEST:**

  
\_\_\_\_\_  
Clerk

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

  
\_\_\_\_\_  
Robert T. Feldman, General Counsel

Page 11 of 13

Amendment to  
"State Wastewater Funding Distribution Agreement For 'Year Two Of Four'"







**KEY LARGO WASTEWATER  
TREATMENT DISTRICT**

  
Robert Majeska, Chair

**ATTEST:**

  
Carol Walker, District Clerk

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

  
Raymond Giglio, General Counsel



ISLAMORADA, VILLAGE OF  
ISLANDS, FLORIDA

Ken Philipson  
Ken Philipson, Mayor

(SEAL)

ATTEST:

William S. La  
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Nina Boniske  
Nina Boniske, Village Attorney

Page 13 of 13

Amendment to

*"State Wastewater Funding Distribution Agreement For 'Year Two Of Four'"*

## 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 West
  - B. The City of Marathon
  - C. The City of Key Colony Beach
  - D. The City of Layton
  - E. Islamorada, Village of Islands
  - F. Monroe County, Florida
  - G. Florida Keys Aqueduct Authority
  - H. Key Largo Wastewater Treatment District
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 West	<u>12.5 %</u>
The City of Marathon	<u>12.5%</u>
The City of Key Colony Beach	<u>12.5%</u>
<u>The City of Layton (as provided below)</u>	<u>12.5% (see below)</u>
Islamorada, Village of Islands	<u>12.5%</u>
Monroe County, Florida	<u>12.5%</u>
Florida Keys Aqueduct Authority	<u>12.5%</u>
Key Largo Wastewater Treatment District	<u>12.5%</u>

6. As the parties have done in 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. The parties agree 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 2112A 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, City of Layton (as provided below), 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. The City of Layton is a signatory to the ILA and a participating government for the sake of future year state appropriations. They were not included in the 2025-2026 legislative appropriations by error and omission (Specific Appropriation 2112A). To the extent that there are future appropriations, the participating governments agree to ensure the City of Layton is including in proviso language.
9. Appropriated funds shall be distributed equally among the eight (8) parties to this ILA. The amount to be divided each year will be based upon annual appropriations by the state. Each participating government, including participating utilities, during any year that funds are appropriated under the Stewardship Act or successive legislation must meet grant requirements set out by the state for the receipt of such funds.
10. If any of the governmental entities listed herein is not willing or able to execute this cooperative agreement among all entities in the Keys by July 30, 2025, their designated portion shall not be directly allocated to said party; instead, their percentage of funds shall be allocated by the Florida Department of Environmental Protection according to the grant agreement process similarly utilized in fiscal year 2024-2025.
11. This Extension Agreement shall take effect when fully executed by all parties' authorized representatives and shall continue in effect for five (5) years or until all Mayfield Grant Funds approved by the Florida Legislature have been distributed to the parties in accordance with this *Extension Agreement*.

**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:**