



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, July 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

**(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 July 1, 2025

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G. GENERAL MANAGER

1. Staffing Plan Summary & Org Chart for FY26

8

H. IT

I. CUSTOMER SERVICE

J. BUDGET AND FINANCE

1. Budget and Finance Report – June 2025

11

K. FIELD

L. PLANT/FACILITIES

M. CAPITAL PROJECTS

N. ENGINEERING

O. LEGAL

1. Amendment of 2007 Assessment Roll (Reso. 10-2025) 14

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2007 FINAL ASSESSMENT RESOLUTION NO. 11-08-07 RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND THE FACILITIES AND THE METHOD OF THEIR COLLECTION; ESTABLISHING PROCEDURES FOR CORRECTION OF ERRORS AND OMISSIONS IN ASSESSMENT ROLLS; AND PROVIDING AN EFFECTIVE DATE.
2. Amendment of 2008 Assessment Roll (Reso. 11-2025) 27

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2008 FINAL ASSESSMENT RESOLUTION NO. 12-06-08 RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND THE FACILITIES AND THE METHOD OF THEIR COLLECTION; ESTABLISHING PROCEDURES FOR CORRECTION OF ERRORS AND OMISSIONS IN ASSESSMENT ROLLS; AND PROVIDING AN EFFECTIVE DATE.
3. Amendment of 2009 Assessment Roll (Reso. 12-2025) 33

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2009 FINAL ASSESSMENT RESOLUTION NO. 20-05-09 RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND THE FACILITIES AND THE METHOD OF THEIR COLLECTION; ESTABLISHING PROCEDURES FOR CORRECTION OF ERRORS AND OMISSIONS IN ASSESSMENT ROLLS; AND PROVIDING AN EFFECTIVE DATE.
4. 2025 Assessment Roll (Reso. 13-2025) 43

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT RELATING TO SYSTEM DEVELOPMENT CHARGES AND ASSESSMENTS FOR 2025 FOR FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE ANNUAL INTEREST RATE FOR UNPAID ASSESSMENTS FOR 2025; AND PROVIDING AN EFFECTIVE DATE.
5. Extension of Wastewater Funding Agreement 57
6. General Rules and Regulations Manual – July 2025 91

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT REPEALING EXISTING KEY LARGO WASTEWATER TREATMENT DISTRICT GENERAL RULES AND REGULATIONS AND ADOPTING GENERAL RULES AND REGULATIONS IN THE FORM AND SUBSTANCE OF EXHIBIT A ATTACHED TO AND MADE A PART OF THIS RESOLUTION; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:

July 15, 2025

Agenda Item Number: F-1

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

Minutes of July 1, 2025

Summary:

Staff to present the minutes of July 1, 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: _____

07/10/2025



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, July 1, 2025

MINUTES

CALL TO ORDER (A)

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

PLEDGE OF ALLEGIANCE (B)

Mr. Rudy Perez 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; Field Manager Rudy Perez; Plant/Facilities Manager Ryan Dempsey; IT Support Manny Santana

Appeared Virtually: Project Administration and HR Coordinator Laura Weinstock

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Commissioner Majeska requested the addition of item *P-1 South Cliff Update*

Commissioner Heim requested the addition of item *P-2 General Rules Status*

Mr. Rosasco requested the deletion of item *O-2 Extension of Wastewater Funding Agreement*

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

PUBLIC COMMENT (E)

No speakers.

APPROVAL OF MINUTES (F)

Minutes of June 17, 2025 (F-1)

Commissioner Heim requested *EOC/Hurricane Drill (G-3)* be amended to *EOC/Hurricane Drill (G-2)*

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

GENERAL MANAGER (G)*Islamorada Update (G-1)*

Mr. Rosasco informed the Board that he and some KLWTD staff will start having on-going meetings with the Village of Islamorada.

CUSTOMER SERVICE (H)

No report in agenda.

IT (I)

No report in agenda.

BUDGET AND FINANCE (J)

No report in agenda.

FIELD (K)*Field Report – May 2025 (K-1)*

Mr. Perez presented the Field monthly report.

PLANT/FACILITIES (L)*Plant/Facilities Report – May 2025 (M-1)*

Mr. Dempsey presented the Plant/Facilities monthly report.

CAPITAL PROJECTS (M)

No report in agenda.

ENGINEERING (N)

No report in agenda.

LEGAL REPORT (O)*Conservation Parcel Waiver Request – Resolution No. 09-2025 (O-1)*

Mr. Mulick presented Resolution 09-2025.

Motion: Commissioner Maloney made a motion to adopt Resolution 09-2025. Commissioner Majeska seconded the motion. Motion passed without objection.

Vote on Motion:

Commissioner Maloney – Aye

Commissioner Majeska – Aye

Commissioner Heim – Aye

Chairman Rodriguez – Aye

Extension of Wastewater Funding Agreement (O-2)

Deleted from the agenda.

COMMISSIONER ITEMS (P)*South Cliff Update (P-1)*

Commissioner Majeska requested an update on the County's purchase of South Cliff Estates.

General Rules Status (P-2)

Commissioner Heim informed the Board KLWTD's General Rules and Regulations Manual draft will be on the July 15, 2025, for approval.

ROUNDTABLE DISCUSSION (Q)

No report in agenda.

ADJOURNMENT (R)

The meeting was adjourned at 4:51 p.m.

Nicolas Rodriquez, Chairman

Shannon McCully, Clerk

Seal_____

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

Meeting Date:

July 15, 2025

Agenda Item Number: G-1

Action Required:

No

Department:

General Manager

Sponsor:

Peter Rosasco

Subject:

Staffing Plan Summary & Org Chart for FY26

Summary:

Mr. Rosasco will present the Staffing Plan Summary and Organizational Chart for Fiscal Year 2026.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Staffing Plan Summary
2. Organizational Chart

Approved By: _____

General Manager

Date: 07/10/2025

Proposed FY26 STAFFING SUMMARY DRAFT

The District Charter requires that Commissioners be paid the CPI-U amount in the US Bureau of Labor Statistics / Miami, Ft. Lauderdale, West Palm. The April 2025 CPI is: 2.2%

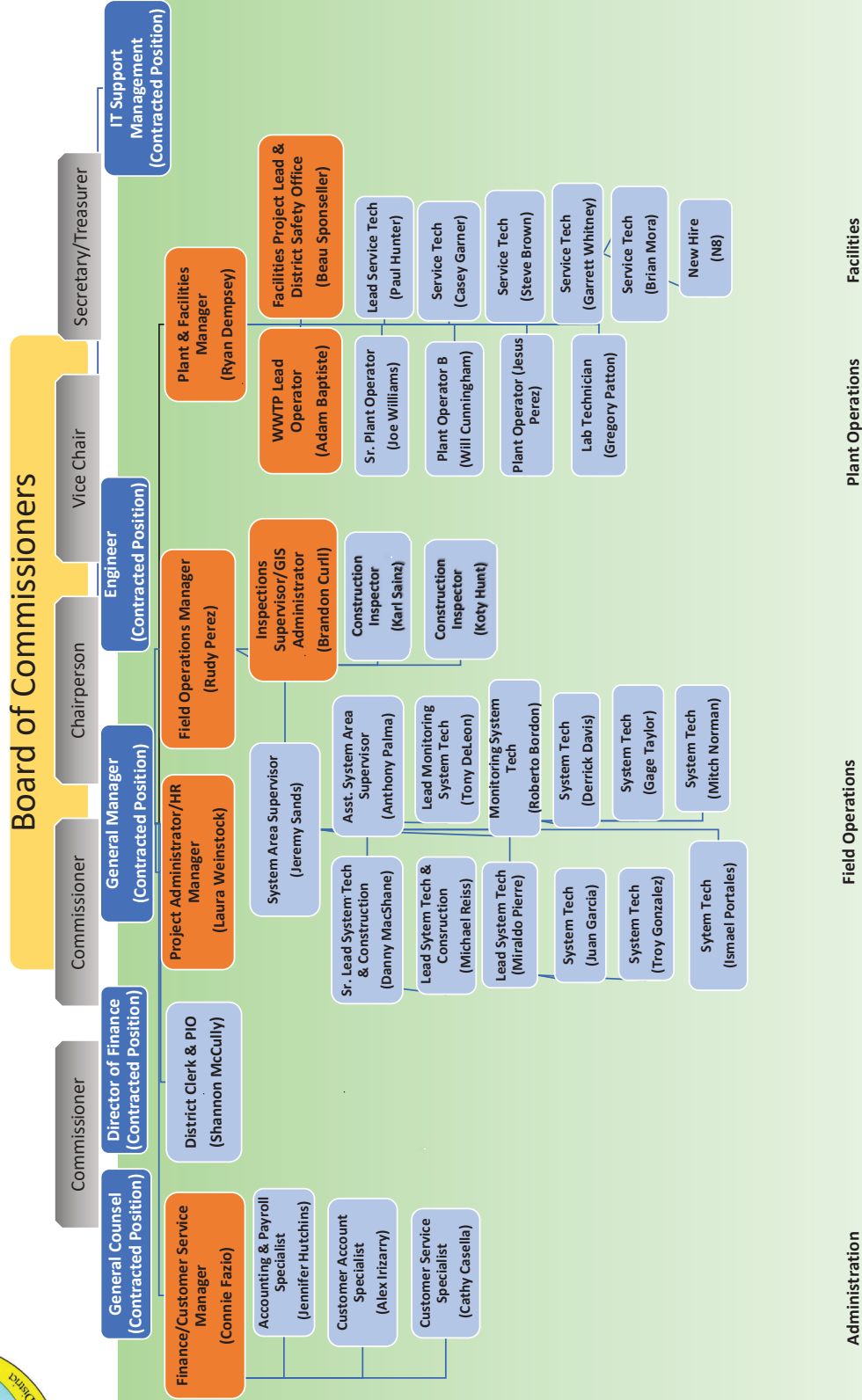
Department	FY26 Employees	FY26 Proposed adding 2.2% CPI (Rate of Pay Only)	FY25 Approved Rate of Pay	Net Change (Rate of Pay Only)	FY26 Cell Phone (+2.2%), Estimated Overtime, MOD, Uniforms (+2.2%)	FY26 Taxes & Benefits (+3%)	FY26 All Inclusive Total	FY25 All Inclusive Total	Net Change (All Inclusive)
Commissioners	5	\$70,596.49	\$69,076.00	\$1,520.49	N/A	\$10,047.42	\$80,643.91	\$78,916.00	\$1,727.91
Administration	6	\$583,554.59	\$549,612.00	\$33,942.59	\$8,971.04	\$146,405.76	\$738,931.38	\$713,996.00	\$24,935.38
Plant Operations	5	\$471,228.97	\$447,445.00	\$23,783.97	\$52,976.41	\$160,786.36	\$684,991.75	\$645,596.00	\$39,395.75
Field Operations	17	\$1,327,259.65	\$1,168,250.00	\$159,009.65	\$187,903.28	\$434,848.92	\$1,950,011.86	\$1,742,665.00	\$207,346.86
Facilities	8	\$661,339.06	\$574,763.00	\$86,576.06	\$27,947.14	\$197,273.60	\$886,559.80	\$772,767.00	\$113,792.80
KLWTD FY26 Proposed Employee Total	36	\$3,113,978.76	\$2,809,146.00	\$304,832.76	\$277,797.87	\$949,362.06	\$4,341,138.70	\$3,953,940.00	\$387,198.70

FY26 FTE = 36

FY25 FTE = 36



Key Largo Wastewater Treatment District FY26 Organizational Chart



FY26 TOTAL FTE = 36
FY25 TOTAL FTE = 36

Interface: Supervisory

Dark Blue = 5 Contracted Positions (Non-employee)
Orange = 7 Salaried (Exempt) Positions
Light Blue = 29 Hourly (Non-Exempt) Positions

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

Meeting Date:

July 15, 2025

Agenda Item Number: J-1

Action Required:

No

Department:

Budget and Finance

Sponsor:

Connie Fazio

Subject:

Budget and Finance Report - June 2025

Summary:

Ms. Fazio will present the Budget and Finance 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: 07/10/2025

June 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	\$670,479.78	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$192,330.10	
Islamorada Revenue	\$108,438.00	
Interest Income	\$123,498.92	
Misc. Revenue (includes Stewardship and ACOE reimbursements, if applicable)	\$38,210.28	
District Expenditures (checks written)		\$1,472,021.65
Payroll		\$163,460.36
Total:	\$1,132,957.08	\$1,635,482.01

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
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	10,188 (9,313 Residential 875 Commercial)	\$616,286.54
April 2024	10,195 (9,317 Residential 878 Commercial)	\$599,239.78	April 2025	10,219 (9,342 Residential 877 Commercial)	\$681,706.55
May 2024	10,212 (9,335 Residential 877 Commercial)	\$646,584.43	May 2025	10,227 (9,350 Residential 877 Commercial)	\$778,032.51
June 2024	10,182 (9,304 Residential 878 Commercial)	\$624,252.64	June 2025	FKAA Stats not available as of 7/9/25	\$670,479.78
Total Revenue from July 2023 Through June 2024		\$7,413,431.64	Total Revenue from July 2024 Through June 2025		\$7,552,011.88

May 2025 Credit Card Fee Info

CC Total of KLWTD Customer Payments to FKAA \$332,257.91

2.5% of CC Charges: Total Cost to KLWTD \$8,306.45

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

Meeting Date:
July 15, 2025

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nicholas Mulick

Subject:
Amendment of 2007 Assessment Roll (Reso. 10-2025)

Summary of Discussion:

Three parcels were subdivided by the Property Appraiser to which each has been assigned a separate Parcel ID No. The new parcels will be assessed on the 2007 Assessment Roll, the same as the parent parcels.

Reviewed / Approved

Operations: _____
Customer Service: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

\$15,150.00
Income
Funding Source:
Assessment Revenue
Budgeted:
No

Attachments

1. Resolution 10-2025
2. Letters for notification of imposition of SDC

Approved By:  _____ Date: 07/10/2025
General Manager

RESOLUTION NO. 10-2025

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2007 FINAL ASSESSMENT RESOLUTION NO. 11-08-07 RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND THE FACILITIES AND THE METHOD OF THEIR COLLECTION; ESTABLISHING PROCEDURES FOR CORRECTION OF ERRORS AND OMISSIONS IN ASSESSMENT ROLLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on August 21, 2007, the Key Largo Wastewater Treatment District (“District”) adopted 2007 Final Assessment Resolution No. 11-08-07 (“No. 11-08-07”); and

WHEREAS, the District assessed those tax parcels described in Exhibit 3.01 of Resolution No. 11-08-07 (“Assessment Roll”); and

WHEREAS, the tax parcels in Section 1 below described as “Parent Parcel” were assessed as part of Resolution No. 11-08-07; and

WHEREAS, the District has been advised by the Monroe County Property Appraiser that the owners of each Parent Parcel have taken the appropriate action to split the Parent Parcel; and

WHEREAS, that split has created three new tax parcels to which each has been assigned a separate Parcel ID No. described as “New Parcel” in Section 1 below; and

WHEREAS, the New Parcels will be added to the Assessment Roll.

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

Section 1.

PARENT PARCEL 1

PARCEL ID:	00473080-000000
AK NO.	1580210
PARCEL DESCRIPTION:	BK 13 LT 12 LARGO SOUND PARK PB3-111 KEY LARGO OR402-30 OR489-441 OR880-752 OR899-23 OR899-25 OR938-2161 OR974-1549 OR3301-1934

NEW PARCEL

PARCEL ID:	00473080-000100
AK NO.	9105415
PARCEL DESCRIPTION:	BK 13 LT 11 LARGO SOUND PARK PB3-111 KEY LARGO OR402-30 OR489-441 OR880-752 OR899-23 OR899-25 OR938-2161 OR974-1549 OR3301-1934 OR3301-2365 OR3304-2028
EDU	1.0
BEGINNING BALANCE	\$5,050.00

PARENT PARCEL 2

PARCEL ID: 00473590-000000
AK NO. 1580716
PARCEL DESCRIPTION: BK 16 LTS 4, 16 & 17 LARGO SOUND PARK PB3-111 KEY LARGO OR223-292 OR415-243 OR428-1000 OR751-233 OR857-27/29 OR857-37/40 OR857-41/44 OR857-45/48 OR1094-888D/C OR1099-2257 OR1179-2230T/D OR1191-520T/D OR1557-2445

NEW PARCEL

PARCEL ID: 00473590-000100
AK NO. 9105422
PARCEL DESCRIPTION: BK 16 LT 19 LARGO SOUND PARK PB3-111 KEY LARGO OR223-292 OR415-243 OR428-1000 OR751-233 OR857-27/29 OR857-37/40 OR857-41/44 OR857-45/48 OR1094-888D/C OR1099-2257 OR1179-2230T/D OR1191-520TD OR1557-2445
EDU 1.0
BEGINNING BALANCE \$5,050.00

PARENT PARCEL 3

PARCEL ID: 00476280-000000
AK NO. 1583405
PARCEL DESCRIPTION: BK 11 LOTS 16-17 LARGO SOUND VILLAGE PB4-92 OR534-263 OR578-667 OR580-520 OR583-515 OR653-497 OR1034-101 OR1659-1378 OR1930-1545 OR1984-498 OR2282-675 OR2619-2268 OR2628-2381 OR2629-1067 OR2800-1203 OR3085-816 OR3159-0976

NEW PARCEL

PARCEL ID: 00476280-000100
AK NO. 9105426
PARCEL DESCRIPTION: BK 6 SLY 1/2 LT 17 LARGO SOUND VILLAGE PB4-92 OR534-263 OR578-667 OR580-520 OR583-515 OR653-497 OR1034-101 OR1659-1378 OR1930-1545 OR1984-498 OR2282-675 OR2619-2268 OR2628-2381 OR2629-1067 OR2800-1203 OR3085-816 OR3159-0976
EDU 1.0
BEGINNING BALANCE \$5,050.00

Section 2.

2007 FINAL ASSESSMENT RESOLUTION AMENDED. The 2007 Final Assessment Resolution No. 11-08-07 is hereby amended to include the parcels described as New Parcel in Section 1 above.

Section 3.

2007 FINAL ASSESSMENT ROLL AMENDED. The Assessment Roll, as described in Exhibit 3.01 of the 2007 Final Assessment Resolution No. 11-08-07 is hereby amended to include the parcels described as New Parcel in Section 1 above.

Section 4.

2007 FINAL ASSESSMENT RESOLUTION IN EFFECT. Except as modified, supplemented, and amended herein, the 2007 Final Assessment Resolution No. 11-08-07, and all previous amendments duly adopted by the District, shall remain in full force and effect.

Section 5.

APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 15th DAY OF JULY 2025

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

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

The Chairman thereupon declared Resolution 10-2025 duly passed and adopted on the 15th day of July 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Nicolas Rodriguez, Chairman

*Approved to as to form
and legal sufficiency:*

ATTEST:

Shannon McCully, District Clerk

Nicholas W. Mulick, General Counsel

SEAL



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

June 10, 2025

To: Alfred Castellanos
Suesette Mesa Castellanos
519 Sound Dr
Key Largo, FL 33037

RE: Imposition of Wastewater System Development Charge - AK# 9105415

Please be advised that the Key Largo Wastewater Treatment District's ("the District") Board of Commissioners ("the Board") will consider imposing a System Development Charge ("SDC") for the above-referenced parcel at its regularly scheduled meeting on July 15, 2025.

The SDC is the initial charge to each Tax Parcel assigned a parcel Alternate Key number by the Monroe County Property Appraisers Office and represents a portion of the Capital Costs for the construction of the District's Wastewater Management Facilities.

Reason for imposition of SDC: The District has been advised by the Monroe County Property Appraiser that tax parcel AK# 1580210 has been split to create a new tax parcel, AK# 9105415. The new parcel will be added to the 2007 Assessment Roll.

If the Board approves imposition of the SDC charge, the following changes will be made to your account:

EDU Assignment: The new tax parcel will be assigned one Equivalent Dwelling Unit ("EDU"). See attached for calculation.

System Development Charge (SDC): Equal to the sum of the capacity charge per EDU plus the connection charge to extend service to your parcel. See attached for calculation.

Monthly Base Charge: Upon development of the parcel, you will be required to pay a monthly base charge per EDU. The charge will be included in your monthly Florida Keys Aqueduct Authority ("FKAA") bill.

The total SDC charge will be \$5,050.00. Parcel owners have two options for paying the assessment:



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

1. Pay in full: If you choose to pay the SDC in full, you must do so before August 28, 2025. Payment may be made in person, online at <http://klwtd.com/check-my-assessment/>, or by mailing a check to the District administrative office located at 103355 Overseas Highway, Key Largo, FL 33037 (please include the Alternate Key # listed on the first page of this Notice).

2. Pay in installment payments: If you choose not to pay the SDC in full before August 28, 2025, you will automatically be enrolled in the District's installment payment plan whereby the SDC will be paid in annual installments.

- a. The first installment will be included in your 2025 Monroe County Annual Tax bill.
- b. The amount of each installment payment will be equal to 1/2 full wastewater SDC plus interest and costs, which will vary from year to year. The interest rate is based on the District's borrowing rate which, for the 2025 assessment year, is 2.590%.
- c. At any time during the 2 year period, the owner of record may pay off the unpaid balance of the SDC. Pay off amounts are available from the District's Customer Service Department.

Your Rights: 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 Clerk and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice.

Please contact the Customer Account Specialist at 305-451-4019 ext. 209 or alexis.irizarry@klwtd.com for more information concerning how the proposed action will impact your parcel or for confirmation of the meeting date.

Sincerely,

By: 
Peter Rosasco, General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

AK# 9105415

Calculations

EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$2,850.00
Connection Charge (per connection)	\$2,200.00
Total SDC Charge	\$5,050.00



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

June 10, 2025

To: William III Graves
Monika Shoffman Graves
70 Transylvania Ave
Key Largo FL 33037

RE: Imposition of Wastewater System Development Charge - AK# 9105422

Please be advised that the Key Largo Wastewater Treatment District's ("the District") Board of Commissioners ("the Board") will consider imposing a System Development Charge ("SDC") for the above-referenced parcel at its regularly scheduled meeting on July 15, 2025.

The SDC is the initial charge to each Tax Parcel assigned a parcel Alternate Key number by the Monroe County Property Appraisers Office and represents a portion of the Capital Costs for the construction of the District's Wastewater Management Facilities.

Reason for imposition of SDC: The District has been advised by the Monroe County Property Appraiser that tax parcel AK# 1580716 has been split to create a new tax parcel, AK# 9105422. The new parcel will be added to the 2007 Assessment Roll.

If the Board approves imposition of the SDC charge, the following changes will be made to your account:

EDU Assignment: The new tax parcel will be assigned one Equivalent Dwelling Unit ("EDU"). See attached for calculation.

System Development Charge (SDC): Equal to the sum of the capacity charge per EDU plus the connection charge to extend service to your parcel. See attached for calculation.

Monthly Base Charge: Upon development of the parcel, you will be required to pay a monthly base charge per EDU. The charge will be included in your monthly Florida Keys Aqueduct Authority ("FKAA") bill.

The total SDC charge will be \$5,050.00. Parcel owners have two options for paying the assessment:



Key Largo Wastewater Treatment District

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Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

1. Pay in full: If you choose to pay the SDC in full, you must do so before August 28, 2025. Payment may be made in person, online at <http://klwtd.com/check-my-assessment/>, or by mailing a check to the District administrative office located at 103355 Overseas Highway, Key Largo, FL 33037 (please include the Alternate Key # listed on the first page of this Notice).

2. Pay in installment payments: If you choose not to pay the SDC in full before August 28, 2025, you will automatically be enrolled in the District's installment payment plan whereby the SDC will be paid in annual installments.

- a. The first installment will be included in your 2025 Monroe County Annual Tax bill.
- b. The amount of each installment payment will be equal to 1/2 full wastewater SDC plus interest and costs, which will vary from year to year. The interest rate is based on the District's borrowing rate which, for the 2025 assessment year, is 2.590%.
- c. At any time during the 2 year period, the owner of record may pay off the unpaid balance of the SDC. Pay off amounts are available from the District's Customer Service Department.

Your Rights: 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 Clerk and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice.

Please contact the Customer Account Specialist at 305-451-4019 ext. 209 or alexis.irizarry@klwtd.com for more information concerning how the proposed action will impact your parcel or for confirmation of the meeting date.

Sincerely,

By: 
Peter Rosasco, General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

AK# 9105422

Calculations

EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$2,850.00
Connection Charge (per connection)	\$2,200.00
Total SDC Charge	\$5,050.00



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

June 10, 2025

To: Eric A Vigil
529 Sound Dr
Key Largo, FL 33037

RE: Imposition of Wastewater System Development Charge - AK# 9105426

Please be advised that the Key Largo Wastewater Treatment District's ("the District") Board of Commissioners ("the Board") will consider imposing a System Development Charge ("SDC") for the above-referenced parcel at its regularly scheduled meeting on July 15, 2025.

The SDC is the initial charge to each Tax Parcel assigned a parcel Alternate Key number by the Monroe County Property Appraisers Office and represents a portion of the Capital Costs for the construction of the District's Wastewater Management Facilities.

Reason for imposition of SDC: The District has been advised by the Monroe County Property Appraiser that tax parcel AK# 1583405 has been split to create a new tax parcel, AK# 9105426. The new parcel will be added to the 2007 Assessment Roll.

If the Board approves imposition of the SDC charge, the following changes will be made to your account:

EDU Assignment: The new tax parcel will be assigned one Equivalent Dwelling Unit ("EDU"). See attached for calculation.

System Development Charge (SDC): Equal to the sum of the capacity charge per EDU plus the connection charge to extend service to your parcel. See attached for calculation.

Monthly Base Charge: Upon development of the parcel, you will be required to pay a monthly base charge per EDU. The charge will be included in your monthly Florida Keys Aqueduct Authority ("FKAA") bill.

The total SDC charge will be \$5,050.00. Parcel owners have two options for paying the assessment:



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

1. Pay in full: If you choose to pay the SDC in full, you must do so before August 28, 2025. Payment may be made in person, online at <http://klwtd.com/check-my-assessment/>, or by mailing a check to the District administrative office located at 103355 Overseas Highway, Key Largo, FL 33037 (please include the Alternate Key # listed on the first page of this Notice).

2. Pay in installment payments: If you choose not to pay the SDC in full before August 28, 2025, you will automatically be enrolled in the District's installment payment plan whereby the SDC will be paid in annual installments.

- a. The first installment will be included in your 2025 Monroe County Annual Tax bill.
- b. The amount of each installment payment will be equal to 1/2 full wastewater SDC plus interest and costs, which will vary from year to year. The interest rate is based on the District's borrowing rate which, for the 2025 assessment year, is 2.590%.
- c. At any time during the 2 year period, the owner of record may pay off the unpaid balance of the SDC. Pay off amounts are available from the District's Customer Service Department.

Your Rights: 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 Clerk and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice.

Please contact the Customer Account Specialist at 305-451-4019 ext. 209 or alexis.irizarry@klwtd.com for more information concerning how the proposed action will impact your parcel or for confirmation of the meeting date.

Sincerely,

By: 
Peter Rosasco, General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

AK# 9105426

Calculations

EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$2,850.00
Connection Charge (per connection)	\$2,200.00
Total SDC Charge	\$5,050.00

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

Meeting Date:

July 15, 2025

Agenda Item Number: O-2

Action Required:

Yes

Department:

Legal

Sponsor:

Nicholas Mulick

Subject:

Amendment of 2008 Assessment Roll (Reso. 11-2025)

Summary of Discussion:

One parcel was subdivided by the Property Appraiser to which has been assigned a separate Parcel ID No. The new parcel will be assessed on the 2008 Assessment Roll, the same as the parent parcel.

Reviewed / Approved

Operations: _____

Customer Service: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$5,200.00

Income

Funding Source:

Assessment Revenue

Budgeted:

No

Attachments

1. Resolution 11-2025
2. Letter for notification of imposition of SDC

Approved By: _____

General Manager

Date: 07/10/2025

RESOLUTION NO. 11-2025

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2008 FINAL ASSESSMENT RESOLUTION NO. 12-06-08 RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND THE FACILITIES AND THE METHOD OF THEIR COLLECTION; ESTABLISHING PROCEDURES FOR CORRECTION OF ERRORS AND OMISSIONS IN ASSESSMENT ROLLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on June 17, 2008, the Key Largo Wastewater Treatment District (“District”) adopted 2008 Final Assessment Resolution No. 12-06-08 (“No. 12-06-08”); and

WHEREAS, the District assessed the tax parcel described in Exhibit 3.01 of Resolution No. 12-06-08 (“Assessment Roll”); and

WHEREAS, the tax parcel in Section 1 below described as “Parent Parcel” was assessed as part of Resolution No. 12-06-08; and

WHEREAS, the District has been advised by the Monroe County Property Appraiser that the owner of the Parent Parcel has taken the appropriate action to split the Parent Parcel; and

WHEREAS, that split has created one new tax parcel to which each has been assigned a separate Parcel ID No. described as “New Parcel” in Section 1 below; and

WHEREAS, the New Parcel will be added to the Assessment Roll.

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

Section 1.

PARENT PARCEL 1

PARCEL ID:	00521460-000000
AK NO.	1640697
PARCEL DESCRIPTION:	PT LTS 13 AND 14 ROCK HARBOR MANOR PB2-54 KEY LARGO OR324-536 OR551-391 OR1248-566 OR1248-569 OR1288-10 OR2871-454 OR2916-684 OR2940-2178 OR3235-1483

NEW PARCEL

PARCEL ID:	00521460-000100
AK NO.	9105387
PARCEL DESCRIPTION:	PT LTS 13 AND 14 ROCK HARBOR MANOR PB2-54 KEY LARGO OR324-536 OR551-391 OR1248-566 OR1248-569 OR1288-10 OR2871-454 OR2916-684 OR2940-2178 OR3235-1483 OR3293-0782
EDU	1.0
BEGINNING BALANCE	\$5,200.00

- Section 2.** 2008 FINAL ASSESSMENT RESOLUTION AMENDED. The 2008 Final Assessment Resolution No. 12-06-08 is hereby amended to include the parcel described as New Parcel in Section 1 above.
- Section 3.** 2008 ASSESSMENT ROLL AMENDED. The Assessment Roll, as described in Exhibit 3.01 of the 2008 Final Assessment Resolution No. 12-06-08 is hereby amended to include the parcel described as New Parcel in Section 1 above.
- Section 4.** 2008 FINAL ASSESSMENT RESOLUTION IN EFFECT. Except as modified, supplemented, and amended herein, the 2008 Final Assessment Resolution No. 12-06-08, and all previous amendments duly adopted by the District, shall remain in full force and effect.
- Section 5.** APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 15TH DAY OF JULY, 2025

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

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

The Chairman thereupon declared Resolution 11-2025 duly passed and adopted on the 15th day of July 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Nicolas Rodriguez, Chairman

*Approved to as to form
and legal sufficiency:*

ATTEST:

Shannon McCully, District Clerk

Nicholas W. Mulick, 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

June 10, 2025

To: Bernd Christian Kolm
98701 Overseas Hwy
Key Largo, FL 33037

RE: Imposition of Wastewater System Development Charge - AK# 9105387

Please be advised that the Key Largo Wastewater Treatment District's ("the District") Board of Commissioners ("the Board") will consider imposing a System Development Charge ("SDC") for the above-referenced parcel at its regularly scheduled meeting on July 15, 2025.

The SDC is the initial charge to each Tax Parcel assigned a parcel Alternate Key number by the Monroe County Property Appraisers Office and represents a portion of the Capital Costs for the construction of the District's Wastewater Management Facilities.

Reason for imposition of SDC: The District has been advised by the Monroe County Property Appraiser that tax parcel AK# 1640697 has been split to create a new tax parcel, AK# 9105387. The new parcel will be added to the 2008 Assessment Roll.

If the Board approves imposition of the SDC charge, the following changes will be made to your account:

EDU Assignment: The new tax parcel will be assigned one Equivalent Dwelling Unit ("EDU"). See attached for calculation.

System Development Charge (SDC): Equal to the sum of the capacity charge per EDU plus the connection charge to extend service to your parcel. See attached for calculation.

Monthly Base Charge: Upon development of the parcel, you will be required to pay a monthly base charge per EDU. The charge will be included in your monthly Florida Keys Aqueduct Authority ("FKAA") bill.

The total SDC charge will be \$5,200.00. Parcel owners have two options for paying the assessment:



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

1. Pay in full: If you choose to pay the SDC in full, you must do so before August 28, 2025. Payment may be made in person, online at <http://klwtd.com/check-my-assessment/>, or by mailing a check to the District administrative office located at 103355 Overseas Highway, Key Largo, FL 33037 (please include the Alternate Key # listed on the first page of this Notice).

2. Pay in installment payments: If you choose not to pay the SDC in full before August 28, 2025, you will automatically be enrolled in the District's installment payment plan whereby the SDC will be paid in annual installments.

- a. The first installment will be included in your 2025 Monroe County Annual Tax bill.
- b. The amount of each installment payment will be equal to 1/3 full wastewater SDC plus interest and costs, which will vary from year to year. The interest rate is based on the District's borrowing rate which, for the 2025 assessment year, is 2.590%.
- c. At any time during the 3 year period, the owner of record may pay off the unpaid balance of the SDC. Pay off amounts are available from the District's Customer Service Department.

Your Rights: 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 Clerk and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice.

Please contact the Customer Account Specialist at 305-451-4019 ext. 209 or alexis.irizarry@klwtd.com for more information concerning how the proposed action will impact your parcel or for confirmation of the meeting date.

Sincerely,

By: 
Peter Rosasco, General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

AK# 9105387

Calculations

EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$2,950.00
Connection Charge (per connection)	\$2,250.00
Total SDC Charge	\$5,200.00

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

Meeting Date:

July 15, 2025

Agenda Item Number: O-3

Action Required:

Yes

Department:

Legal

Sponsor:

Nicholas Mulick

Subject:

Amendment of 2009 Assessment Roll (Reso. 12-2025)

Summary of Discussion:

Two parcels were subdivided by the Property Appraiser to which each has been assigned a separate Parcel ID No. The new parcels will be assessed on the 2009 Assessment Roll, the same as the parent parcels.

Reviewed / Approved

Operations: _____

Customer Service: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$10,400.00

Income

Funding Source:

Assessment Revenue

Budgeted:

No

Attachments

1. Resolution 12-2025
2. Letters for notification of imposition of SDC

Approved By: _____

General Manager



Date: 07/10/2025

RESOLUTION NO. 12-2025

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING 2009 FINAL ASSESSMENT RESOLUTION NO. 20-05-09 RELATING TO THE CONSTRUCTION AND FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE TERMS AND CONDITIONS OF PROPOSED SPECIAL ASSESSMENTS TO FUND THE FACILITIES AND THE METHOD OF THEIR COLLECTION; ESTABLISHING PROCEDURES FOR CORRECTION OF ERRORS AND OMISSIONS IN ASSESSMENT ROLLS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, on May 19, 2009, the Key Largo Wastewater Treatment District (“District”) adopted 2009 Final Assessment Resolution No. 20-05-09 (“No. 20-05-09”); and

WHEREAS, the District assessed the tax parcels described in Exhibit 3.01 of Resolution No. 20-05-09 (“Assessment Roll”); and

WHEREAS, the tax parcels in Section 1 below described as “Parent Parcel” were assessed as part of Resolution No. 20-05-09; and

WHEREAS, the District has been advised by the Monroe County Property Appraiser that the owners of the Parent Parcels have taken the appropriate action to split the Parent Parcel; and

WHEREAS, that split has created two new tax parcels to which each has been assigned separate Parcel ID’s No. described as “New Parcel” in Section 1 below; and

WHEREAS, the New Parcels will be added to the Assessment Roll.

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

Section 1.

PARENT PARCEL 1

PARCEL ID:	00487490-000000
AK NO.	1599930
PARCEL DESCRIPTION:	BK 1 LT 1 REVISED PLAT OF SHERRILL PARK PB5-47 KEY LARGO OR375-1088 OR400-340 OR791-782 OR799- 1174 OR849-776 OR909-1892AFFD OR909-1886Q/C OR909-1887 OR909-1888/1891Q/C OR1181-1651 OR1290- 1086 OR1495-2465 OR1814-158D/C OR1816-1868 OR1870- 658/659 OR1907-2225/2226ORDER OR2008-118 OR2088- 1583Q/C

NEW PARCEL

PARCEL ID: 00487490-000100
AK NO. 9105388
PARCEL DESCRIPTION: BK 1 LT 2 REVISED PLAT OF SHERRILL PARK PB5-47
KEY LARGO OR375-1088 OR400-340 OR791-782 OR799-
1174 OR849-776 OR909-1892AFFD OR909-1886Q/C OR909-
1887 OR909-1888/1891Q/C OR1181-1651 OR1290-1086
OR1495-2465 OR1814-158D/C OR1816-1868 OR1870-
658/659 OR1907-2225/2226ORDER OR2008-118 OR2088-
1583Q/C
EDU 1.0
BEGINNING BALANCE \$5,200.00

PARENT PARCEL 2

PARCEL ID: 00489410-000000
AK NO. 1604453
PARCEL DESCRIPTION: BLK 1 LT 14 AND W 30FT LT 13 AMENDED PLAT OF
BAY HARBR KEY LARGO PB2-91 OR28-187 OR378-203
OR721-555 OR781-224 OR1014-1761 OR1293-1150F/J
OR1311-1318 OR2050-1263 OR2135-2133 OR2739-1353F/J
OR2991-2221CT OR3008-1105 OR3012-1946

NEW PARCEL

PARCEL ID: 00489410-000100
AK NO. 9105398
PARCEL DESCRIPTION: BLK 1 LT 12 AND E 20FT LT 13 AMENDED PLAT OF BAY
HARBR KEY LARGO PB2-91 OR28-187 OR378-203 OR721-
555 OR781-224 OR1014-1761 OR1293-1150 OR1311-1318
OR2050-1263 OR2135-2133 OR2739-1353 OR2991-2221
OR3008-1105 OR3012-1946 OR3303-2424 OR3306-0708
EDU 1.0
BEGINNING BALANCE \$5,200.00

Section 2.

2009 FINAL ASSESSMENT RESOLUTION AMENDED. The 2009 Final Assessment Resolution No. 20-05-09 is hereby amended to include the parcels described as New Parcel in Section 1 above.

Section 3.

2009 ASSESSMENT ROLL AMENDED. The Assessment Roll, as described in Exhibit 3.01 of the 2009 Final Assessment Resolution No. 20-05-09 is hereby amended to include the parcels described as New Parcel in Section 1 above.

Section 4.

2009 FINAL ASSESSMENT RESOLUTION IN EFFECT. Except as modified, supplemented, and amended herein, the 2009 Final Assessment Resolution No. 20-05-09, and all previous amendments duly adopted by the District, shall remain in full force and effect.

Section 5.

APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 15TH DAY OF JULY 2025

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

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

The Chairman thereupon declared Resolution 12-2025 duly passed and adopted the 15th day of July 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Nicolas Rodriguez, Chairman

*Approved to as to form
and legal sufficiency:*

ATTEST:

Shannon McCully, District Clerk

Nicholas W. Mulick, General Counsel

SEAL



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

June 10, 2025

To: Pedro Mendez
Isabel Mendez
92685 Overseas Hwy
Tavernier, FL 33070

RE: Imposition of Wastewater System Development Charge - AK# 9105388

Please be advised that the Key Largo Wastewater Treatment District's ("the District") Board of Commissioners ("the Board") will consider imposing a System Development Charge ("SDC") for the above-referenced parcel at its regularly scheduled meeting on July 15, 2025.

The SDC is the initial charge to each Tax Parcel assigned a parcel identification number by the Monroe County Property Appraisers Office and represents a portion of the Capital Costs for the construction of the District's Wastewater Management Facilities.

Reason for imposition of SDC: The District has been advised by the Monroe County Property Appraiser that the parent parcel, AK# 1599930, has been split to create a new tax parcel, AK# 9105388. The new parcel will be added to the 2009 Assessment Roll.

If the Board approves imposition of the SDC charge, the following changes will be made to your account:

EDU Assignment: Your parcel will be assigned one Equivalent Dwelling Unit ("EDU"). See attached for calculation.

System Development Charge (SDC): Equal to the sum of the capacity charge per EDU plus the connection charge to extend service to your parcel. See attached for calculation.

Monthly Base Charge: Upon development of the parcel, you will be required to pay a monthly base charge per EDU. The charge will be included in your monthly Florida Keys Aqueduct Authority ("FKAA") bill.

The total SDC charge will be \$5,200.00. Parcel owners have two options for paying the assessment:



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

1. Pay in full: If you choose to pay the SDC in full, you must do so no later than August 28, 2025. Payment may be made in person, online at <http://klwtd.com/check-my-assessment/>, or by mailing a check to the District administrative office located at 103355 Overseas Highway, Key Largo, FL 33037 (please include the Alternate Key # listed on the first page of this Notice).

2. Pay in installment payments: If you choose not to pay the SDC in full before August 28, 2025, you will automatically be enrolled in the District's installment payment plan whereby the SDC will be paid in annual installments.

- a. The first installment will be included in your 2025 Monroe County Annual Tax bill.
- b. The amount of each installment payment will be equal to 1/4 full wastewater SDC plus interest and costs, which will vary from year to year. The interest rate is based on the District's borrowing rate which, for the 2025 assessment year, is 2.590%.
- c. At any time during the 4 year period, the owner of record may pay off the unpaid balance of the SDC. Pay off amounts are available from the District's Customer Service Department.

Your Rights: 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 Clerk and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice.

Please contact the Customer Account Specialist at 305-451-4019 ext. 209 or alexis.irizarry@klwtd.com for more information concerning how the proposed action will impact your parcel or for confirmation of the meeting date.

Sincerely,

By: _____

Peter Rosasco, General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

AK# 9105388

Calculations

EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$2,950.00
Connection Charge (per connection)	\$2,250.00
Total SDC Charge	\$5,200.00



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

June 10, 2025

To: Robert Carl Vollger
Lynette Liza Vollger
14715 Stirling Rd
Southwest Ranches, FL 33330

RE: Imposition of Wastewater System Development Charge - AK# 9105398

Please be advised that the Key Largo Wastewater Treatment District's ("the District") Board of Commissioners ("the Board") will consider imposing a System Development Charge ("SDC") for the above-referenced parcel at its regularly scheduled meeting on July 15, 2025.

The SDC is the initial charge to each Tax Parcel assigned a parcel identification number by the Monroe County Property Appraisers Office and represents a portion of the Capital Costs for the construction of the District's Wastewater Management Facilities.

Reason for imposition of SDC: The District has been advised by the Monroe County Property Appraiser that the parent parcel, AK# 1604453, has been split to create a new tax parcel, AK# 9105398. The new parcel will be added to the 2009 Assessment Roll.

If the Board approves imposition of the SDC charge, the following changes will be made to your account:

EDU Assignment: Your parcel will be assigned one Equivalent Dwelling Unit ("EDU"). See attached for calculation.

System Development Charge (SDC): Equal to the sum of the capacity charge per EDU plus the connection charge to extend service to your parcel. See attached for calculation.

Monthly Base Charge: Upon development of the parcel, you will be required to pay a monthly base charge per EDU. The charge will be included in your monthly Florida Keys Aqueduct Authority ("FKAA") bill.

The total SDC charge will be \$5,200.00. Parcel owners have two options for paying the assessment:



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

1. Pay in full: If you choose to pay the SDC in full, you must do so no later than August 28, 2025. Payment may be made in person, online at <http://klwtd.com/check-my-assessment/>, or by mailing a check to the District administrative office located at 103355 Overseas Highway, Key Largo, FL 33037 (please include the Alternate Key # listed on the first page of this Notice).

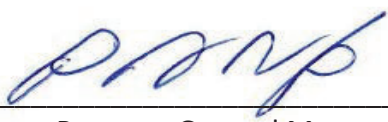
2. Pay in installment payments: If you choose not to pay the SDC in full before August 28, 2025, you will automatically be enrolled in the District's installment payment plan whereby the SDC will be paid in annual installments.

- a. The first installment will be included in your 2025 Monroe County Annual Tax bill.
- b. The amount of each installment payment will be equal to 1/4 full wastewater SDC plus interest and costs, which will vary from year to year. The interest rate is based on the District's borrowing rate which, for the 2025 assessment year, is 2.590%.
- c. At any time during the 4 year period, the owner of record may pay off the unpaid balance of the SDC. Pay off amounts are available from the District's Customer Service Department.

Your Rights: 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 Clerk and submit copies of any documents you would like the Board to consider no later than 15 days from the date of this Notice.

Please contact the Customer Account Specialist at 305-451-4019 ext. 209 or alexis.irizarry@klwtd.com for more information concerning how the proposed action will impact your parcel or for confirmation of the meeting date.

Sincerely,

By: 
Peter Rosasco, General Manager



Key Largo Wastewater Treatment District

103355 Overseas Highway, Key Largo, FL 33037

Post Office Box 491, Key Largo, FL 33037

Phone (305) 451-4019 • www.klwtd.com

AK# 9105398

Calculations

EDU Assignment: In accordance with Section 10.01(b)(i) of the Key Largo Wastewater Treatment District's General Rules and Regulations, residential tax parcels are assigned 1.0 EDU per dwelling unit.

SDC Charge

EDU Assignment	1.0 EDU
Capacity Charge (per EDU)	\$2,950.00
Connection Charge (per connection)	\$2,250.00
Total SDC Charge	\$5,200.00

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

Meeting Date:
July 15, 2025

Agenda Item Number: O-4

Action Required:
Yes

Department:

Legal

Sponsor:

Nicholas Mulick

Subject:

2025 Assessment Roll (Reso. 13-2025)

Summary of Discussion:

The Board to consider approving the 2025 Assessment Resolution, setting the 2025 annual interest rate of 2.590% and System Development Charges: Plant Capacity Fee \$2,865.00, Pipe Capacity Fee \$1,686.00, Connection Fee \$3,489.00, for a total of \$8,040.00 per EDU.

Reviewed / Approved

Operations: _____

Customer Service: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

Funding Source:

Assessment Revenue

Budgeted:

N/A

Attachments

1. 2025 Assessment Resolution

Approved By: _____

General Manager



Date: _____

07/10/2025

RESOLUTION NO. 13-2025

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT RELATING TO SYSTEM DEVELOPMENT CHARGES AND ASSESSMENTS FOR 2025 FOR FUNDING OF WASTEWATER COLLECTION, TRANSMISSION, AND TREATMENT FACILITIES WITHIN THE DISTRICT; ESTABLISHING THE ANNUAL INTEREST RATE FOR UNPAID ASSESSMENTS FOR 2025; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION MAY BE REFERRED TO AS THE “2025 ASSESSMENT RESOLUTION.”

ARTICLE I

DEFINITIONS AND INTERPRETATION

SECTION 1.01. DEFINITIONS. As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

“**Annual Debt Service Component**” means the amount computed for each Tax Parcel pursuant to KLWTD Rules and Regulations Section 10.13(b).

“**Assessment**” means a charge imposed by the District against real property within the Assessment Area to fund the Capital Cost of Utility Improvements or the Operating Cost of Related Services, as provided for in the District Assessment resolutions. The Assessment may represent a portion of the total System Development Charge as calculated herein and in accordance with the Uniform Assessment Collections Act or may represent the entire System Development Charge where applicable.

“**Assessment Roll**” means a roll of Non-Ad Valorem charges prepared by the District and certified to the Monroe County Tax Collector for collection.

“**Assessment Area**” means the proposed initial Wastewater Assessment Area described in Section 4.01 hereof.

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

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

Key Largo Wastewater Treatment District
2025 Assessment Resolution

“Collection Cost” means the estimated cost to be incurred by the District during any Fiscal Year in connection with the collection of Assessments including, but not limited to, costs associated with billing and collection, financing charges, and other charges or costs associated with the use of the Uniform Assessment Collection Act.

“District” means the Key Largo Wastewater Treatment District.

“District Obligation” means an Original Obligation secured by proceeds of the Assessments.

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

“Equivalent Dwelling Unit” or **“EDU”** means a system capacity equivalency unit corresponding to an average of one hundred and sixty-seven (167) gallons per day of potable water usage. This figure is computed in the manner described in Section 4.02 hereof. **“Equivalent Dwelling Unit”** or **“EDU”** means a system capacity equivalency unit corresponding to an average of one hundred and sixty-seven (167) gallons per Day of potable water usage.

“Excluded Parcel” means a Tax Parcel, as determined by the District, that will not receive a special benefit from construction of the District Wastewater Management Facilities and accordingly, not be included in the District’s Tax Roll. To be designated as an Excluded Parcel, the Tax Parcel must not be improved with facilities or structures that generate, or might generate, sewage that will be managed by the District Wastewater Management Facilities.

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

“Initial Prepayment Amount” means the amount required to pay in full the System Development Charge for a particular Tax Parcel prior to being included in the Annual Assessment Roll as set forth in the applicable Assessment Resolution.

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

“Laundromat” means a stand-alone laundry business that provides self-service and non-self-service laundry facilities to the public, consisting of washing machines, dry cleaning machines, and clothing

Key Largo Wastewater Treatment District
2025 Assessment Resolution

dryers, in any combination. “Laundromat” does not include laundry facilities that are located in or otherwise associated with a Commercial Accommodation

“**Mixed-Use Tax Parcel**” means a Tax Parcel improved with a structure or group of structures, comprising one or more Dwelling Units, and one or more units that are not a Dwelling Unit, or a Laundromat.

“**Multi-Family, Residential Unique Parcel**” means a Residential Unique Parcel intended for more than one Dwelling Unit and less than seven Dwelling Units.

“**Non-Residential Tax Parcel**” means an improved Tax Parcel classified by the Property Appraiser as other than “residential”.

“**Original Obligation**” means that portion of a series of bonds or other evidence of indebtedness, including without limitation notes, commercial paper, capital leases, or any other obligations issued or incurred to finance the Project Cost of the District Wastewater Management Facilities.

“**Project Cost**” means (A) the aggregate Initial Prepayment Amount of all Tax Parcels subject to the Assessment prior to any prepayments, (B) the Transaction Cost associated with the District Obligations attributable to District Wastewater Management Facilities, (C) interest accruing on such District Obligations for such period of time as the District deems appropriate, (D) the debt service reserve fund or account, if any, established for the District Obligations attributable to District Wastewater Management Facilities, and (E) any other costs or expenses related thereto.

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

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

“**Single-Family, Residential Unique Parcel**” means a Unique Residential Parcel intended for a single Dwelling Unit.

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

“**System Development Charge**” or “**SDC**” means the District's charge to each owner of property. The SDC is expected to recover approximately 40% of the Capital Costs related to the construction of the Wastewater Management Facilities attributable to the Tax Parcels covered by this Resolution.

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

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

Key Largo Wastewater Treatment District
2025 Assessment Resolution

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

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

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

“Residential Unique Parcel” means a Single-Family Residential Tax Parcel that cannot connect to the District’s sanitary sewer system by means of a gravity connection and which must tie directly into the District’s force main via a Grinder Pump System. A Residential Unique Parcel does not include a residential multi-family Tax Parcel consisting of more than six Dwelling Units or a Tax Parcel for which the District has provided a connection point capable of receiving wastewater by gravity, such as a gravity collection system or a vacuum pit.

“Vacant Parcel” means a Tax Parcel that is unimproved with any structures or facilities such as quick-connect fixtures for recreational vehicles that might generate Wastewater, but does not include a Tax Parcel for which permits have been issued for construction.

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

Key Largo Wastewater Treatment District
2025 Assessment Resolution

SECTION 1.02. INTERPRETATION. Unless the context indicates otherwise, words importing the singular number include the plural number, and vice versa; the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms refer to this Resolution; the term “hereafter” means after the effective date of this Resolution; the term “heretofore” means before, the effective date of this Resolution. Words of any gender include the correlative words of the other gender, unless the sense indicates otherwise.

Key Largo Wastewater Treatment District
2025 Assessment Resolution

ARTICLE II
FINDINGS

SECTION 2.01. FINDINGS. It is hereby ascertained, determined, and declared that:

- A. Pursuant to the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes), as amended, and the Uniform Special District Accountability Act of 1989 (Chapter 189, Florida Statutes), the Key Largo Wastewater Treatment District possesses, among other powers, the powers to:
1. Perform such acts as shall be necessary for the sound planning, acquisition, development, operation, and maintenance of a wastewater management system within the District, including all business facilities necessary and incidental thereto;
 2. Adopt resolutions and policies as necessary for implementation, regulation, and enforcement, consistent with the purposes of the District;
 3. Plan, develop, purchase or otherwise acquire, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain, and operate any wastewater management system and facilities within the territorial limits of the District;
 4. Assess and impose non-ad valorem assessments upon the lands in the District, as provided by the Key Largo Wastewater Treatment District Act and the Uniform Assessment Collection Act; and
 5. Do all acts or things necessary or convenient to carry out the powers expressly granted in the Key Largo Wastewater Treatment District Act.
- B. On or about December 19, 2017, the Board adopted a resolution expressing its intent to use the Uniform Method of Collecting Non-Ad Valorem Assessments.
- C. The District has entered into written agreements with the Property Appraiser and the Tax Collector in connection with the assessment and collection of non-ad valorem assessments.
- D. The District has entered into contracts for the design and construction of Wastewater Management Facilities to serve the District, including the portion of the District described in this Resolution as the Assessment Area, and these Wastewater Management Facilities will be designed and constructed.
- E. Construction and operation of the Wastewater Management Facilities provide a special benefit to real property located within the Assessment Area by providing access to the sewer system, eliminating the present need for onsite sewage treatment and disposal facilities on the real property

Key Largo Wastewater Treatment District
2025 Assessment Resolution

located within the Assessment Area, eliminating existing illegal and inadequate onsite sewage treatment and disposal facilities on the real property located within the Assessment Area, and preventing further pollution of the ground water and surface waters under, on, and adjacent to the real property within the Assessment Area, whether that real property is connected to the District's sanitary sewer system or not.

- F. The Assessment established by this Resolution has been the subject of considerable research into the projected needs of the District for capital funding using the various possible methods of determining the amount of System Development Charges ("SDCs") for the apportionment of Capital Costs among the properties to be assessed. Among other things, the Board contracted with Public Resources Management Group, Inc. ("PRMG") to conduct a study and make recommendations as to wastewater rates and SDC's. On or about May 31, 2005, PRMG delivered to the Board the results of its study in a document entitled "Financial Forecast and Wastewater Rate Analysis." The Board held a public hearing on July 3, 2005 to receive public comments on the proposed wastewater rates and SDC's.
- G. As a result of those efforts, on July 20, 2005, the Board accepted the PRMG recommendations, and adopted a method of calculation of SDC's to be imposed against real property located within the Assessment Area. The amounts to be collected as SDC's total approximately 40% of the Capital Cost of District Wastewater Management Facilities constructed, and to be constructed, by the District and allocated to the Tax Parcels covered by this Resolution.
- H. At that time, the Board established a special classification for Laundromats for the purpose of calculating SDC's. The District determined that, for that purpose only, a Laundromat is to be counted as having one EDU. This determination was based on the Board's finding that the vast majority of Laundromat customers are either residents of the District or guests at hotels, motels, and other guest accommodations within the District and that the SDC's to be paid on account of those residences and guest accommodations will be sufficient to provide capacity for sewage generated by Laundromats.
- I. The District has designed the Wastewater Management Facilities in a way that is most economical and cost-effective for the District, as a whole. Although the District has provided the vast majority of residential Tax Parcels with connection points capable of receiving wastewater by gravity, the District has not provided gravity connection points for Residential Unique Parcels. The Board finds that it is fair and reasonable to provide low pressure wastewater transmission equipment,

Key Largo Wastewater Treatment District
2025 Assessment Resolution

commonly referred to as grinder pumps, to the Residential Unique Parcels. Further, the Board finds that is in the best interests of the District for the District to install the low pressure equipment and associated piping needed to connect the Residential Unique Parcels to the Wastewater Management Facilities and to maintain the low pressure equipment and associated piping installed by the District as described herein.

- J. The Board hereby reaffirms its findings and determinations as described above. In addition, District Staff has conducted research and inspections of properties within the Assessment Area, and has developed classifications of service for the purpose of setting monthly rates. The Board adopts classifications of service for the purpose of SDC's and Assessments, as further described below. Further, the Board has determined that it is appropriate to increase the amounts of SDC's in order to take into account inflation since the 2005 Final Assessment Resolution.
- K. The Board has determined that the method for calculating SDC's described below is a fair and reasonable apportionment of costs among the properties to be assessed under this Resolution.
- L. The use of the Uniform Assessment Collection Act is a convenient and secure method to ensure collection of all SDC's to be collected by the District. Use of this method will enhance the ability of the District to borrow funds at reasonable rates in order to further develop and expand the Wastewater Management Facilities.
- M. The Assessment established by this Resolution is imposed by the District, and not by Monroe County. Any activity of the Property Appraiser or Tax Collector in connection with this Resolution and the non-ad valorem assessment shall be solely ministerial.

Key Largo Wastewater Treatment District
2025 Assessment Resolution

ARTICLE III
ASSESSMENT ROLL

SECTION 3.01. ASSESSMENT ROLL. No Tax Parcels are being initially assessed in and by this “2025 ASSESSMENT RESOLUTION.” Pursuant to KLWTD RESOLUTION NO. 10-2025, 11-2025, and 12-2025, previously assessed Tax Parcels have been split to create new parcels, and the Non-Ad Valorem Assessment Rolls have been adjusted accordingly.

Key Largo Wastewater Treatment District
2025 Assessment Resolution

ARTICLE IV

GENERAL PROVISIONS WITH RESPECT TO ASSESSMENTS

SECTION 4.01. DESCRIPTION OF PROPOSED ASSESSMENT AREA.

- A. The District's Service area includes the territory consisting of the island of Key Largo, including all lands east of Tavernier Creek, including Tavernier, Key Largo all in Monroe County, Florida with the exception of:
1. All areas north of Summerland Road on US-1, and
 2. All areas north of Charlemagne Blvd on County Road 905 including Ocean Reef.

SECTION 4.02. INITIAL PREPAYMENT AMOUNT. The Initial Prepayment Amount for each Tax Parcel covered by this Resolution is equal to the System Development Charge ("SDC") calculated for that Tax Parcel. SDCs and System Impact Charges ("SICs") are calculated according to the Tax Parcel's classification as follows:

- A. Residential Tax Parcels. For residential wastewater Service, the SDC is the sum of:
1. \$2,865 per Dwelling Unit for wastewater treatment plant capacity, plus
 2. \$1,686 per Dwelling Unit for force main – pipe capacity, plus
 3. \$3,489 per connection for connection to the wastewater system.
- B. Non-Residential Tax Parcels. For non-residential wastewater service, the SDC is the sum of:
1. \$2,865 per EDU for wastewater treatment plant capacity;
 2. \$1,686 per EDU for force main – pipe capacity; plus
 3. \$3,489 per connection or actual cost of connection, whichever is greater, for connection to the wastewater system.
 4. EDUs shall be calculated using the methodology indicated in the KLWTD Rules and Regulations.
- C. Laundromats. For purposes of calculating SDC's, a Laundromat shall be counted as one EDU, regardless of actual historic water consumption.
- D. Mixed-Use Tax Parcels. For mixed-use wastewater service, the SDC is the sum of:
1. \$2,865 per EDU for wastewater treatment plant capacity;
 2. \$1,686 per EDU for force main – pipe capacity; plus
 3. \$3,489 per connection or actual cost of connection, whichever is greater, for connection to the wastewater system.

Key Largo Wastewater Treatment District
2025 Assessment Resolution

4. EDUs shall be calculated using the methodology indicated in the KLWTD Rules and Regulations.
- E. Residential Unique Parcel. For a Residential Unique Parcel, the SDC is the sum of:
 1. \$2,865 per Dwelling Unit for wastewater treatment plant capacity, plus
 2. \$1,686 per Dwelling Unit for force main – pipe capacity, plus
 3. \$3,489 per connection for connection to the wastewater system; plus
 4. \$4,672 per grinder pump for low-pressure equipment.
- F. Vacant Parcel. The initial SDC for a Vacant Parcel will be the same as the SDC for a Residential Tax Parcel improved with one Dwelling Unit. Upon development of the parcel, the District may revise the SDC to reflect actual or permitted construction.

SECTION 4.03. Provisions regarding the computation method, initial prepayment option, excluded parcels, subdivided and combined tax parcels, incorrectly assessed parcels, request for review of assessment and optional and mandatory prepayments are outlined in the KLWTD Rules and Regulations Article X.

SECTION 4.04. ANNUAL NON-AD VALOREM ASSESSMENT ROLL.

- A. The Annual Non-Ad Valorem Assessment Roll is the list of Tax Parcels participating in the annual payment program with an outstanding Assessment obligation.
- B. This list consists of Tax Parcels identification information and the annual amount to be assessed as a Non-Ad Valorem Assessment on that parcel's Tax Bill.
- C. Non-Ad Valorem Assessments shall be computed pursuant to the KLWTD Rules and Regulations and Article X.
- D. The Assessments will be imposed for Tax Year 2025 and each succeeding Tax Year in which any portion of the Assessment obligation remains outstanding.
- E. This Non-Ad valorem assessment roll shall be certified to the tax collector for collection in the manner authorized by the Uniform Assessment Collection Act.
- F. The annual interest rate applicable to the Annual Debt Service Component calculation for Non-Ad Valorem Assessments levied in 2025 shall be 2.590% of the Adjusted Prepayment Amount. The annual interest rate applicable to each succeeding Tax Year shall be published prior to the certification of each annual non-ad valorem assessment roll.

Key Largo Wastewater Treatment District
2025 Assessment Resolution

ARTICLE V

GENERAL PROVISIONS

SECTION 5.01. METHOD OF COLLECTION. The Assessments shall be collected pursuant to Chapter 197.3632, Florida Statutes, The Uniform Assessment Collection Act.

SECTION 5.02. SEVERABILITY. If any clause, section, or provision of this Resolution shall be declared unconstitutional or invalid for any reason or cause, the remaining portion of said Resolution shall be in full force and effect and be valid as if such invalid portion thereof had not been incorporated herein.

SECTION 5.03. CONFLICT. In the event that any portion of this Resolution, or application thereof, conflicts with any State or Federal law, such State or Federal law shall prevail.

Key Largo Wastewater Treatment District
2025 Assessment Resolution

EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption by the District.

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

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

The Chairman thereupon declared this Resolution duly passed and adopted on the 15th day of July 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Nicolas Rodriguez, Chairman

*Approved to as to form
and legal sufficiency:*

ATTEST:

Shannon McCully, District Clerk

Nicholas W. Mulick, District Counsel

SEAL

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

Meeting Date:

July 15, 2025

Agenda Item Number: O-5

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: _____

07/10/2025

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 20th 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
County	\$0
FKAA	\$5,000,000
Key Colony Beach	\$1,000,000
Key West	\$4,000,000
KLWTD	\$20,000,000
Islamorada	\$0
Marathon	\$20,000,000
TOTAL	\$50,000,000

- (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.

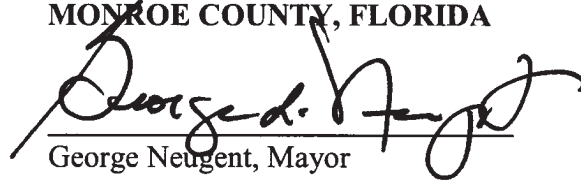
23. INTERLOCAL AGREEMENT.

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

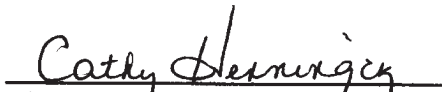
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CLERK CIR. CL.
MONROE COUNTY FL

CITY OF KEY COLONY BEACH, FLORIDA

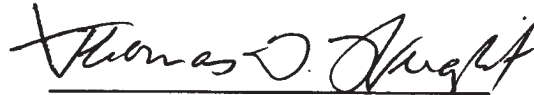

Ronald A. Sutton, Mayor

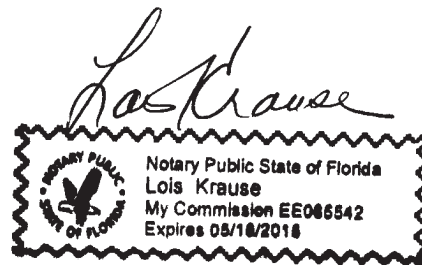
(SEAL)

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

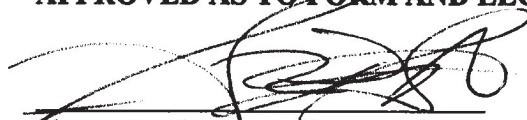


Craig Cates, Mayor



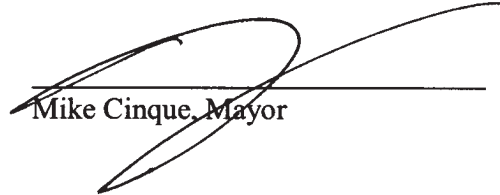

Cheryl Smith, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY



Shawn Smith, City Attorney

CITY OF MARATHON, FLORIDA

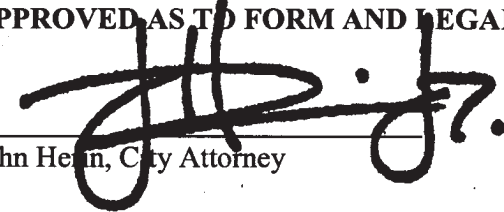

Mike Cinque, Mayor

(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**

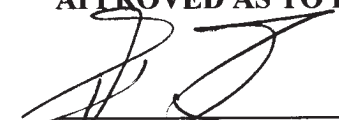



Robert Majeska, Chair

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

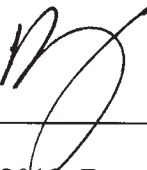
CLERK OF CIRCUIT COURT & COMPTROLLER

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 17th 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
Islamorada	\$24.50	\$ 7.00	\$ 8.75	\$ 8.75
Marathon	\$34.50	\$17.00	\$ 8.75	\$ 8.75
KLWTD	\$43.00	\$17.00	\$12.50	\$13.50
County/FKAA	\$34.00	\$ 5.00	\$15.00	\$14.00
Key West	\$12.00	\$ 3.00	\$ 4.00	\$ 5.00
Key Colony Beach	\$ 2.00	\$ 1.00	\$ 1.00	\$ 0.00
TOTAL In Millions	\$150.00	\$50.00	\$50.00	\$50.00

- (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.

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.

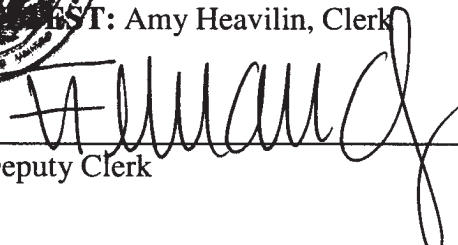
[SIGNATURES ON FOLLOWING PAGES]

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


George Neugent, Mayor



SECRET: 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**

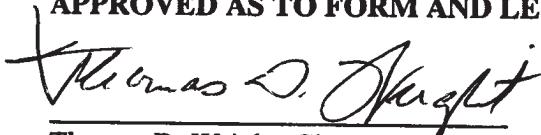

Ronald A. Sutton, Mayor

(SEAL)

ATTEST:


Cathy Henninger, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:


Thomas D. Wright, City Attorney

Page 8 of 13

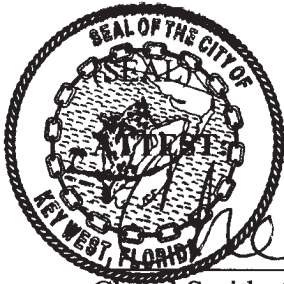
Amendment to


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

CITY OF KEY WEST, FLORIDA



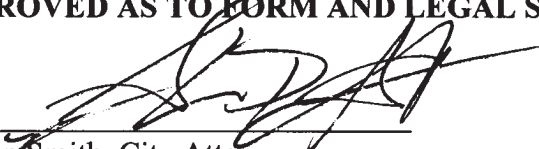
Craig Cates, Mayor





Cheryl Smith, City Clerk

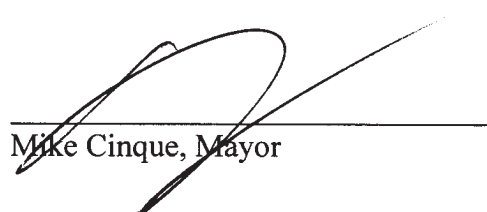
APPROVED AS TO FORM AND LEGAL SUFFICIENCY



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:



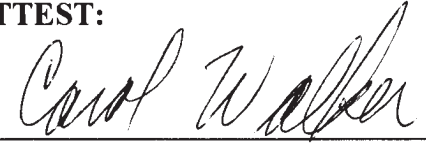
Robert T. Feldman, General Counsel




**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 J. La
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Nina Boniske
Nina Boniske, Village Attorney

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:

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

Meeting Date:

July 15, 2025

Agenda Item Number: O-6

Action Required:

Yes

Department:

Legal

Sponsor:

Nicholas W. Mulick, Esq.

Subject:

Proposed Amendments to District General Rules and Regulations

Summary:

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

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Proposed amended Rules and Regulations
2. Reso. (14-2025)

Approved By: _____

General Manager

Date: _____

07/10/2025

Key Largo Wastewater Treatment District General Rules and Regulations



JULY. 2025

These General Rules and Regulations supersede all previous versions. Adopted by Resolution xxx-2025 7/15/2025

Article I. General

Section 1.01 District Description and Organization.

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

Section 1.02 District Service Area.

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

Section 1.03 District Board of Wastewater Commissioners.

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

Section 1.04 District General Manager.

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

Section 1.05 District Clerk.

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

Section 1.06 District Office Location, Address, Telephone Number.

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

Section 1.07 District Customer Service Hours.

The District customer service hours are from 8:30A.M. to 4:30P.M., Monday through Friday, except Official Holidays.

Section 1.08 Conducting Business with the District.

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

Section 1.09 District Meetings.

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

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

Section 1.10 Handicap Access to Meetings.

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

Section 1.11 Rules and Regulations Development and Adoption.

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

- (a) Rules and Regulations Development. The adoption, amendment, or repeal of District rules and regulations (including rates) shall occur at public meetings.

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

Section 1.12 Access to Public Records.

- (a) The District encourages maximum public participation by all persons affected by its activities. All District public records, as that term is defined in Chapter 119, Florida Statutes, may be inspected and copied at the District's main office during office hours, unless otherwise restricted by law.
- (b) All District public records, as that term is defined in Chapter 119, Florida Statutes, may be inspected and copied at the District's main office during office hours, unless otherwise restricted by law.
- (c) All forms and instructions used by the District in conducting its business are available without cost at the main office. Copies of other public records held by the District may be made at a charge equal to the cost of reproduction, pursuant to section 119.07(1), Florida Statutes.
- (d) A request to inspect public records shall be referred to the District Clerk, who will coordinate the production of such records and, in conjunction with District Counsel, shall assert any applicable exemption pursuant to Section 119.071, Florida Statutes.
- (e) Public records requests may be made orally or in writing including email requests, and shall be acknowledged by the District Clerk in writing. All oral requests and responses shall be recorded in written form and a copy of the record of the request and production shall be maintained on file by the District Clerk.
- (f) The District may charge the fees allowed by law for production and copying, including without limitation, the special fees allowed for the extensive use of information technology, resources, or labor cost. The District may charge \$1.00 per page for certified copies or a greater charge as may be subsequently allowed by law.

- (g) If more than ten (10) pages are requested to be copied, and if more than 30 minutes of work by the District staff is necessary to produce the requested public records, the dollar amount shall be based on the District's cost per copy. The cost of electronic records taking more than 30 minutes to produce shall be based on General Manager decision. The District may require that the copies be made at its convenience within a reasonable time to be picked up by the recipient or forwarded to the recipient. In that event, the person seeking the public records must pay the cost of such copies and the estimated postage fee in advance.

Article II. District Procurement of Goods and Services

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

Article III. Provision of Wastewater Service in General

Section 3.01 Availability of Wastewater Service.

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

Section 3.02 Wastewater Connections.

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

Section 3.03 Duty to Make Payment.

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

Section 3.04 District Powers to Collect Amounts Due.

- (a) The District is authorized to fix and collect rates, rentals, fees, and charges for the use of any wastewater system facilities.
- (b) The District may provide for reasonable penalties against any user for any charges that are delinquent.
- (c) Charges that remain unpaid for thirty (30) days or more shall be deemed delinquent. The District may shut off wastewater services until such delinquent charges, together with interest and penalties and fees for shutting off and restoring services are fully paid.
- (d) The District may recover delinquent charges, together with interest, penalties, and fees for shutting off, discontinuing, and restoring such services, together with reasonable attorneys' fees, other expenses by suit in any court of competent jurisdiction, and by any other lawful means of enforcement.
- (e) The District reserves the right to transfer debts owed by a customer for service provided to a given premises to any other active account of the customer for assessments and or service, and to take appropriate measures for securing payment of such debt.

Section 3.05 Duty to Protect District Property.

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

Section 3.06 Tampering.

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

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

Section 3.07 Inspection of Customer Installation.

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

Section 3.08 Customer's Duty to Maintain.

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

Section 3.09 Customer Compliance with District Rules and Regulations.

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

Section 3.10 District License to Enter upon Property.

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

Section 3.11 District Right to Refuse to Provide Service.

The District has the right to refuse to extend service on the basis of a use detrimental to the system, lack of payment of required fees or charges, or for any other reason which, in the judgment of the District, applying sound engineering principles, will cause the extension not to be in the District's best interest.

Section 3.12 Discontinuance or Shutting Off of Service.

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

Article IV. Mandatory Connection

Section 4.01 Mandatory Connection Findings.

The District has ascertained, determined, and declared that:

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

Section 4.02 Duty to Connect.

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

Section 4.03 Failure to Connect.

In the event a customer fails or refuses to connect to the District's wastewater facilities within the time specified after receipt of written notification of the availability of service, the District reserves the right to compel the customer to connect to the District's wastewater facilities by any lawful means, including, but not limited to, judicial process and shall proceed to collect all system development charges, monthly charges, and other charges to which the District would be entitled had the customer connected to the District's wastewater facilities. The District further reserves the right to refer the matter to the Monroe County Code Compliance Department for appropriate action. In the event the District elects to avail itself of judicial process to compel the customer to connect to the District's wastewater facilities, the District shall seek to recover all damages incurred by the District, including costs of suit and reasonable attorney fees.

Article V. Provision of Wastewater Services to Unimproved Parcels

Section 5.01 Location of Systems on Private Property

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

Article VI. Extension of Wastewater Facilities.

Section 6.01 General.

This Section provides information regarding the District's specifications, requirements, and procedures for obtaining wastewater service to new or existing facilities on a property. These general requirements must be adhered to by persons desiring to obtain service.

Section 6.02 Planned Extension of Wastewater Facilities

- (a) The District shall establish rates, fees, and charges to recover the costs of system development, operation, and maintenance.

Section 6.03 Extension of Wastewater Facilities on Request.

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

Section 6.04 Location of Connection Points

- (a) The District shall adopt Minimum Design and Construction Standards and Specifications for wastewater systems.
- (b) Placement of Collection System Components.
 - (i) For vacuum collection systems, the District shall place connection points (cleanout boxes) so as to minimize the length of pipe required to reach the vacuum pits.
 - (ii) In cases where significant obstacles are encountered, the District shall vary from the general standard for location of vacuum pits or connection points to avoid the obstacles. Significant obstacles are physical objects that should be avoided in order to meet regulatory requirements, minimize construction costs and impacts, and preserve community values including underground utilities, underground rocks and structures, champion trees, and other similar or dissimilar objects. The General Manager is authorized to implement these variations in consultation with the District Engineer. Any customer who requests relief from the General Manager under this provision may seek Board review of a refusal by the General Manager to grant such relief.

- (iii) The Field Operations Manager has the authority to relocate a vacuum pit or collection point up to five feet from the design location, provided that the relocation does not impact more than a single property. If the relocation impacts more than a single property, the Field Operations Manager must obtain approval from the District engineer.
- ~~(iv)~~ If a customer requests a connection point be relocated the customer shall complete a "Sewer Relocation Change Request" form and pay the relocation fee at least three (3) business days before the relocation shall be scheduled. The District shall grant the request unless the General Manager determines that the relocation is not in the District's best interest. Relocation Fee shall be calculated by the District at the time the request is approved.

Article VII. Wastewater Acceptance, Testing, Monitoring and Pretreatment

Section 7.01 Purpose and Policy.

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

Article VIII. Fees and Charges

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

Refer to Article X for System Impact Charges.

Section 8.01 Plan Review Fee.

(a) Plan Reviews:

- ~~(i)~~ Plans for single family residences connecting by gravity laterals to cleanouts provided by the District will not be reviewed by the District. The District reserves the right to inspect the installation and witness testing of the gravity laterals.
 - (ii) Plans for single family residences connecting to District infrastructure via pumped flow will be reviewed by the District to determine if the proposed pumping system is compatible with the District's point of connection. The District reserves the right to inspect the installation and witness testing of these permitted connections.
 - (iii) Plans for multi-family residential properties or residential properties with multiple buildings will be reviewed by the District for compliance with District construction standards and compliance with Florida Department of Environmental Protection (FDEP) regulatory requirements. The District reserves the right to inspect the installation and witness testing of these connections.
 - (iv) Plans for all non-residential properties and mixed-use properties shall be reviewed by the District for compliance with District construction standards and compliance with FDEP regulatory requirements. The District reserves the right to inspect the installation and witness testing of these connections.....
- (b) The District does not charge a fee to review plans or inspect installations of typical single family connections done by a licensed plumbing contractor. For all other connections: Refer to the District Fee Schedule.

Section 8.02 Fees and Charges for Wastewater Service.

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

- (i) Each customer receiving wastewater service from the District shall pay a monthly base charge. The amount of the monthly base charge is based on the number of equivalent dwelling units (EDUs) assigned to the customer's account as calculated pursuant to the District rules and regulations in effect at the time of calculation. Refer to the District Fee Schedule.
- (ii) For each customer that is one of several FCAA customers occupying a portion of a tax parcel assessed by the District and connected to a collection system, transmission main, or other piping operated and maintained by the District, the monthly base charge shall be multiplied by the number of dwelling units or equivalent dwelling units attributed to that customer. Refer to the District Fee Schedule.
- (iii) In addition to a monthly base charge provided herein, the District may impose BOD surcharges as provided in Section 8.04 (Pretreatment Fees.)
- (iv) There shall be no monthly base charge for FCAA meters coded as irrigation or fire meters, or with a location class that indicates the water shall be used solely for irrigation or fire.
- (v) The Monthly Base Charge for a Laundromat is shown in the District Fee Schedule.**
- (vi) Alternative Water Supply (billed by FCAA): The District shall impose a monthly flat fee. Refer to the District Fee Schedule.

(b) Monthly Volumetric Charge for customers receiving water from FKAA:

- (i) For each customer with a residential use meter, a monthly volumetric charge is imposed per 1,000 gallons of water billed, as reflected on the customer's FKAA monthly statement. Refer to the District Fee Schedule.
- (ii) For each customer with a non-residential use meter, a monthly volumetric charge is imposed per 1,000 gallons of water billed, as reflected on the customer's FKAA monthly statement. Refer to the District Fee Schedule.
- (iii) There shall be no monthly volumetric charges for FKAA meters coded as irrigation or fire, or with a location class that indicates the water will be used solely for irrigation or fire.

(c) Direct Billing (Customers Receiving Bills Directly from KLWTD)

- (i) The District may, at General Manager discretion, bill customers directly.

(d) Suspension of Wastewater Service Fees:

- (i) A customer may apply for a temporary suspension of the Monthly Base Charge provided that there is no longer a building on the premises capable of generating wastewater entering the District's wastewater system.
- (ii) Approval of suspensions is at the discretion of the General Manager subject to review by the Board.
- (iii) Upon GM approval, such suspension shall expire the earlier of:
 - 1) such date as the Monroe County Building Department issues a certificate of occupancy (CO) or;
 - 2) such date as the customer reconnects to the central wastewater system.

Section 8.03 Pretreatment Fees

The Wastewater Discharge from certain facilities, even when passed through properly sized and maintained grease interceptors, may contain elevated levels of Biochemical Oxygen Demand "BOD". A BOD surcharge shall be applied to the customer's sewer bill for wastewater discharges with a BOD in excess of 500 parts per million. The surcharge shall be applied by multiplying the Monthly Volumetric Charge by the ratio of the customer's BOD divided by 375.

Section 8.04 Service Charges

- (a) The District reserves the right to charge a service charge for each instance in which wastewater service is shut off and reconnected. Refer to District Fee Schedule.

- (b) Service orders received after 4:00 P.M. on business days will be deemed received on the following business day.

Section 8.05 Adjustment of Monthly Fees and Charges.

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

- (a) Non-residential customers may **request** a review and adjustment of their monthly base charge in accordance with the provisions of this section.

(i) **Monthly Base Charge**

An EDU assignment may be recalculated for one (1) or more of the following reasons:

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

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

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

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

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

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

(b) Review of Monthly Base Charge Procedure:

(i) Request for Review.

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

(ii) Filing Application.

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

(iii) Staff Review.

- 1) The District may conduct one (1) or more informal discussions with the applicant and may request additional information and documentation.
- 2) An application is not considered complete until all additional information and documentation have been received and deemed sufficient.

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

(c) Board Consideration.

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

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

- (i) Except under one of the circumstances below and at the direction of the Board, there shall be no adjustment of a Monthly Volumetric Charge.
 - 1) The customer provides proof of and FKAA confirms an error in the meter reading.
 - 2) The customer has properly filed for and successfully obtained a credit from FKAA under the FKAA Leak Abatement Program. The credit of wastewater charges shall be calculated based upon the then current rate times the number of gallons that the FKAA has credited as part of their abatement credit divided by 1,000.

Article IX. System Impact Charges (SIC) and System Development Assessment Charges (SDC)

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

Section 9.01 System Impact Charge (SIC)

- (a) The SIC is in addition to any amount that may be expended by the customer for system improvements and other fees required by the District.
- (b) The SIC includes the calculations listed in Section 9.02 plus any additional direct or indirect fees incurred by the District to extend service to the tax parcel.
- (c) The SIC is due and payable in full at the time of imposition by the Board.
- (d) For the purpose of calculating the SIC, the wastewater treatment plant capacity fee, force main pipe capacity fee, and connection fee published in the latest final assessment resolution before the effective date of the applicable charge shall be used.
- (e) The SIC is dependent upon the EDU assignment as calculated in Section 9.02 and the tax parcel's classification as follows:
 - (i) **Residential Tax Parcels.** For residential wastewater service, the EDU is the sum of:
 - 1) A wastewater treatment plant capacity fee per dwelling unit, plus
 - 2) A force main pipe capacity fee per dwelling unit, plus
 - 3) A connection fee for connection to the wastewater system.
 - (ii) **Non-Residential Tax Parcels.** For non-residential wastewater service, the EDU is the sum of:
 - 1) A wastewater treatment plant capacity fee per EDU, plus
 - 2) A force main pipe capacity fee per EDU, plus
 - 3) A fee per connection or actual cost of connection, whichever is greater, for connection to the wastewater system.
 - (iii) **Laundromats.** For purposes of calculating EDUs a Laundromat shall be counted as one EDU, regardless of actual historic water consumption.
 - (iv) **Mixed-Use Tax Parcels.** For mixed-use wastewater service, the EDU is the sum of:
 - 1) A wastewater treatment plant capacity fee per EDU, plus
 - 2) A force main pipe capacity fee per EDU, plus
 - 3) A fee per connection or actual cost of connection, whichever is greater, for connection to the wastewater system.
 - 4) For purposes of calculating EDU's, a Mixed-Use tax parcel shall be assigned at least one EDU for each dwelling unit plus at least one EDU. If the number of EDU's calculated on the basis of flow is greater than the number of dwelling units plus one, the Mixed-Use tax parcel shall be assigned the greater number of EDU's.
 - (v) **Unique Residential Parcel.** For a Unique residential parcel, the EDU is the sum of:
 - 1) A wastewater treatment plant capacity fee per dwelling unit, plus

- 2) A force main pipe capacity fee per dwelling unit, plus
- 3) A connection fee per required grinder pump system.

- (f) If any tax parcel shown on the non-ad valorem assessment roll is subdivided after the date of the final assessment resolution, the newly designated tax parcel shall be subject to an SIC.

Section 9.02 Procedure to Calculate EDUs for Improved Non-Residential or Mixed-Use Tax Parcels.

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

(B.) System Development Charges (SDC) (aka Assessments) The SDC is the initial charge to each tax parcel representing a portion of the capital costs related to the construction of the District's wastewater management facilities. The SDC is in addition to any amount that may be expended by the customer owner/customer for system improvements and other fees required by the District. Upon adoption of the final assessment resolution, the SDC for each tax parcel shall become due. The SDC is dependent upon the EDU assignment.

Section 9.03 Assessments Imposed Against Government Property.

- (a) If assessments are imposed against government property, the District shall first attempt to collect the assessments following the procedures in the Uniform Assessment Collection Act.

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

Section 9.04 Exclusion from Non-ad Valorem Tax Roll.

- (a) The owner of a tax parcel subject to an SDC assessment may request that the tax parcel be excluded from the non-ad valorem tax roll for either of the following reasons:
 - (i) The tax parcel is being conveyed or has been conveyed to the Monroe County Land Authority, or any other federal, state, or local agency, for the purpose of protecting the natural environment, providing public access, preserving wildlife habitat areas, or providing access to the management of acquired lands under the provision of Chapter 380, F.S., and/or Monroe County Code Section 2-397. To qualify for the exclusion, the property owner must submit proof acceptable to the District that:
 - 1) The conservation parcel has been or shall be purchased for conservation purposes.
 - 2) The conservation parcel is not capable of being improved with facilities that generate wastewater.
 - 3) A copy of a purchase and sale agreement for the subject tax parcel signed by the seller and buyer.
 - (ii) Minimum Tax Bill. If a particular tax parcel, by virtue of any resolution duly passed by the Board of County Commissioners of Monroe County under the provisions of Section 197.212 F.S. (Minimum Tax Bill) shall not otherwise receive an annual tax notice, the District, at the District's sole discretion, may exclude the tax parcel from the non-ad valorem assessments.
 - 1) Should a tax parcel be so designated, all non-ad valorem assessments and any fees associated with any tax certificates issued incidental to the collection of any non-ad valorem assessments shall be credited to the tax parcel.
 - 2) Should the owner of a tax parcel receiving such notice wish NOT to be excluded, they may notify the District in writing and such removal proceedings shall cease.

- (b) The owner must certify on a recordable instrument that if the then current owner later desires wastewater service to the parcel, or should the parcel contain a structure or facilities capable of creating wastewater that will enter the District's wastewater system, the owner agrees to pay the full direct and indirect District costs of providing the same.
- (c) Removal of an SDC Exclusion.
 - (i) Subsequent to exclusion, should an excluded parcel contain a structure or facility capable of creating wastewater that shall enter the District's wastewater facilities, the exclusion shall become null and void and the District shall impose an SIC calculated in accordance with Section 9.01. Such SIC shall be due and payable in full at the time the exclusion is removed.
 - (ii) If the District, in its sole discretion, later provides wastewater service to the tax parcel at the owner's request, the District shall impose an SIC calculated in accordance with Section 9.01. Such SIC shall be due and payable in full at the time the exclusion is removed.
- (d) Non-ad valorem wastewater assessments paid prior to exclusion shall not be refunded or credited.
- (e) Exclusion Request Procedure.
 - (i) The District may exclude a tax parcel when it deems appropriate.
 - (ii) A customer may request that the parcel be excluded from the non-ad valorem tax roll by submitting a form provided by the District Clerk. The completed form must include:
 - a) A concise statement of facts supporting the request for exclusion, and, if applicable, a statement of all disputed issues of material fact.
 - b) Such other information the applicant believes to be material to the request.
 - c) Description of the relief the applicant is seeking.
- (f) Filing Form
 - (i) The completed filing form must be submitted to the District Clerk using the US Postal service, or other third-party service, facsimile, electronic mail (email) or in person to the District office.
 - (ii) Upon receipt by the District Clerk, the form shall be promptly time/date stamped.
- (g) Staff Review
 - (i) The District may conduct one (1) or more informal discussions with the applicant and may request additional information and documentation.
 - (ii) The filing form is not considered complete until all information and documentation have been received and deemed sufficient.
 - (iii) District staff shall review, and if appropriate, recommend that the tax parcel be excluded.
 - (iv) Staff shall endeavor to complete its review within fifteen (15) days after receipt of complete application.
 - (v) Upon completion of its review, staff shall prepare and submit a recommendation to the Board.
 - (vi) The District Clerk shall transmit, by US Postal service and email, a copy of the staff's recommendation to the applicant.
 - (vii) The District Clerk shall endeavor to place staff's recommendation on the Board's regular meeting agenda not more than thirty (30) days after staff issues its recommendation.
- (h) Board Consideration

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

Section 9.05 Imposition of Assessments.

- (a) Assessments shall be imposed for each year in which any portion of the adjusted prepayment amount remains outstanding, the amount of which shall be computed in accordance with Section 9.08(e).
- (b) Upon the adoption of the final annual assessment resolution for each year, assessments to be collected by means of the Uniform Assessment Collection Act shall constitute a lien upon the assessed parcels, equal in rank and dignity with the liens of all State, County, district, or municipal taxes and other non-ad valorem assessments. Except as otherwise provided by law, such lien shall be superior in dignity to all other liens, titles, and claims, until the tax bill for such year is otherwise paid in full pursuant to the Uniform Assessment Collection Act.
- (c) The lien shall be deemed perfected upon adoption by the District of the annual assessment resolution and shall attach to the real property included on the assessment roll as of the prior January 1, the lien date for ad valorem taxes.

Section 9.06 Initial Prepayment Option.

- (a) Prior to close of business on the last regular business day of August of any year, the owner of a tax parcel subject to an SDC may pay any amount of the SDC up to the remaining balance in full, by remitting such payment to the District.
- (b) The amount of all prepayments made pursuant to this section shall be final. The District shall not refund any portion of a prepayment.
- (c) After August 31 of any tax year, any outstanding portion of the SDC shall be subject to a non-ad valorem assessment calculated in accordance with Section 9.08(e).

Section 9.07 Adjusted Prepayment Amount.

The adjusted prepayment amount for each tax parcel shall be an amount equal to the initial prepayment amount minus the sum of all calculated principal payments due pursuant to Section 9.08(b)(ii) as certified annually on the preceding years' tax rolls or pre-paid by or on behalf of the owner of a particular tax parcel directly to the District.

Section 9.08 Computation Method: Annual Non-Ad Valorem Assessment Roll.

- (a) Assessments shall be imposed for the applicable tax year and each succeeding tax year following the final assessment resolution applicable to the tax parcel in which any portion of the adjustment prepayment amount remains outstanding and shall be collected through the non-ad valorem assessment roll certified to the tax collector for collection in the manner authorized by the Uniform Assessment Collection Act. The annual interest rate applicable to the annual debt service component calculation for each non-ad valorem assessments roll shall be published in the final annual assessment resolution.

- (b) The **Annual Debt Service Component** shall be calculated for each calendar year in which the initial prepayment amount (or adjusted prepayment amount, if applicable) of the tax parcel is outstanding as follows:
 - (i) The District shall first calculate an annual interest rate equal to the lesser of the District borrowing rate or eight percent (8%).
 - (ii) The District shall next calculate the amount of principal due for the tax parcel by dividing the tax parcel's initial prepayment amount (or adjusted prepayment amount, if applicable) by the number of remaining years the assessment is payable, which shall initially be for a period of twenty (20) years.
 - (iii) The District shall then determine the interest due by multiplying the annual interest rate computed in Paragraph (i) above by the initial prepayment amount (or adjusted prepayment amount, if applicable.)
 - (iv) The annual debt service component is then calculated as the sum of the amounts determined in (ii) and (iii) above.
- (c) The **Collection Cost Component** represents the proportional share of the total charge levied by the Monroe County Tax Collector to collect all assessment for the given tax year, which is estimated at 0.2% of the total annual assessment.
- (d) The **Statutory Discount Amount** shall be computed for each tax parcel as the amount allowed by law as the maximum discount for early payment of ad valorem taxes and non-ad valorem assessments. Such amount shall be calculated by deducting the sum of the annual debt service component and the collection cost component, from the quotient of the sum of the annual debt service component and the collection cost component divided by 96%.
- (e) The **Annual Assessment** for each tax parcel shall be computed as the sum of the annual debt service component from Section 9.08(b), the collection cost component from Section 10.13(c) and the statutory discount amount from Section 9.08(d).

Section 9.09 Optional Prepayment.

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

Section 9.10 Prepayment.

- (a) The owner of a tax parcel subject to the assessment shall immediately prepay the adjusted prepayment amount for such tax parcel minus the principal portion of the current year's annual assessment, **if a tax certificate** has been issued and remains outstanding in respect of the tax parcel, and the District at its sole option elects to accelerate the assessment.
- (b) The District shall not be required to refund any portion of a prepayment.

Section 9.11 General Provisions.

- (a) **Method of Collection.** The assessments shall be collected pursuant to the Uniform Assessment Collection Act.

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

Article X. Billing and Payment for Service

Section 10.01 FCAA Billing.

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

Section 10.02 Direct Billing.

(a) Procedure:

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

(b) Returned Checks:

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

(c) Delinquent Accounts:

- (i) An account shall be considered delinquent if payment for service is not received by the District by the due date. If the due date falls on a weekend or official Holiday, the due date shall be extended to the next business day. In the event partial payment of a bill is made, that portion of the bill not paid within thirty (30) days of billing shall be considered delinquent.
- (ii) Delinquent Accounts shall be charged 18% of the past due balance.
- (iii) Service may be shut off if the total delinquent amount that is past due is not received by the District within thirty (30) days after the due date.
- (iv) For service to be restored the customer must request restoration of service and pay all amounts due, including the applicable Service Charge.
- (v) In the event the account has been final billed as a result of account delinquency, service shall not be restored until the customer has paid all applicable fees, outstanding balances due, and service charges.
- (vi) Notwithstanding any other provision of these rules, when wastewater service is subject to shut off due to account delinquency, the District may restore such service prior to payment of all amounts due, provided the customer has entered into a negotiated payment agreement.
- (vii) Failure to pay amounts due the District within the time designated for payment shall result in the District exercising all reasonable business efforts to collect such unpaid amount, including delinquent fees, interest, attorney fees and filing charges.

Article XI. Vessel Sanitary Wastewater

Section 11.01 Purpose.

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

Section 11.02 Requirements for Connection

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

from the District's pressurized force main should a break or other failure of the onsite pump-out system occur.

- (ii) the designed discharge pressure of a pump-out system must be compatible with the operating pressures in the District's force main at the point of connection.

Section 11.03 Fees and Charges

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

Article XII. District Fee Schedule

EFFECTIVE 3/1/2025 through 9/30/2025

Rule # FEE / CHARGE / RATE

3.06 Tampering Fee:

3.06(e) Investigation: \$150.00

3.06.(e) Charge \$300.00

3.06(e) 1st Repeat Occurrence \$450.00

3.06(e) 2nd Repeat Occurrence \$700.00

3.06(e) 3rd Repeat Occurrence \$1,000.00

3.08 Customer's Duty to Maintain Fee:

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

9.01 Plan Review Fee:

9.01(b)(i) **Multi-family connection** 5 hours \$90.00 per dwelling unit subject to \$450.00 minimum charge, and \$210.00 per each hour or portion thereof over 5 hours.

9.01(b)(ii) **Non-residential connection** 5 hours \$90.00 per EDU subject to \$450.00 minimum charge, and \$210.00 per each hour or portion thereof over 5 hours.

9.03 Rates for Wastewater Service:

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

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

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

9.03(a)(vii) \$44.14 monthly charge (KLWTD flat charge, billed by FKAA)

9.03(b)(i) \$4.52 per 1,000 gallons.

9.03(b)(ii) \$4.52 per 1,000 gallons.

9.06 Service Charges:

9.06(a) \$150.00 per service call.

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

12.03(a) Annual Base Charge \$531.00

Volumetric Charge per each 1,000 gallons \$18.92

EFFECTIVE 10/1/2025 through 9/30/2026

Rule # FEE / CHARGE / RATE

3.06 Tampering:

- 3.06(e) Investigation: \$150.00
- 3.06.(e) Charge \$300.00
- 3.06(e) 1st Repeat Occurrence \$450.00
- 3.06(e) 2nd Repeat Occurrence \$700.00
- 3.06(e) 3rd Repeat Occurrence \$1,000.00

3.08 Customer's Duty to Maintain:

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

9.01 Plan Review Fee:

- 9.01(b)(i) **Multi-family connection** 5 hours \$90.00 per dwelling unit subject to \$450.00 minimum charge, and \$210.00 per each hour or portion thereof over 5 hours.
- 9.01(b)(ii) **Non-residential connection** 5 hours \$90.00 per EDU subject to \$450.00 minimum charge, and \$210.00 per each hour or portion thereof over 5 hours.

9.03 Fees and Charges for Wastewater Service:

- 9.03(a)(i) \$30.60 monthly base charge per dwelling unit or EDU reflected in the most recent assessment of the tax parcel.
- 9.03(a)(ii) \$30.60 monthly base charge per dwelling times # of dwellings or EDU's attributed to that customer.
- 9.03(a)(vi) \$30.60 monthly base charge.
- 9.03(a)(vii) \$44.14 monthly charge (KLWTD flat charge, billed by FKAA)
- 9.03(b)(i) \$4.80 per 1,000 gallons.
- 9.03(b)(ii) \$4.80 per 1,000 gallons.

9.06 Service Charges:

- 9.06(a) \$150.00 per service call.

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

- 12.03(a) Annual Base Charge \$563.92
 - Volumetric Charge per each 1,000 gallons \$20.09

EFFECTIVE 10/1/2026 through 9/30/2027

Rule # FEE / CHARGE / RATE

3.06 Tampering:

- 3.06(e) Investigation: \$150.00
- 3.06.(e) Charge \$300.00
- 3.06(e) 1st Repeat Occurrence \$450.00
- 3.06(e) 2nd Repeat Occurrence \$700.00
- 3.06(e) 3rd Repeat Occurrence \$1,000.00

3.08 Customer's Duty to Maintain:

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

9.01 Plan Review Fee:

- 9.01(b)(i) **Multi-family connection** 5 hours \$90.00 per dwelling unit subject to \$450.00 minimum charge, and \$210.00 per each hour or portion thereof over 5 hours.
- 9.01(b)(ii) **Non-residential connection** 5 hours \$90.00 per EDU subject to \$450.00 minimum charge, and \$210.00 per each hour or portion thereof over 5 hours.

9.03 Fees and Charges for Wastewater Service:

- 9.03(a)(i) \$32.49 monthly base charge per dwelling unit or EDU reflected in the most recent assessment of the tax parcel.
- 9.03(a)(ii) \$32.49 monthly base charge per dwelling times # of dwellings or EDU's attributed to that customer.
- 9.03(a)(vi) \$32.49 monthly base charge.
- 9.03(a)(vii) \$44.14 monthly charge (KLWTD flat charge, billed by FKAA)
- 9.03(b)(i) \$5.10 per 1,000 gallons.
- 9.03(b)(ii) \$5.10 per 1,000 gallons.

9.06 Service Charges:

- 9.06(a) \$150.00 per service call.

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

- 12.03(a) Annual Base Charge \$598.89
 - Volumetric Charge per each 1,000 gallons \$21.34

RESOLUTION NO. 14-2025

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT REPEALING EXISTING KEY LARGO WASTEWATER TREATMENT DISTRICT GENERAL RULES AND REGULATIONS AND ADOPTING GENERAL RULES AND REGULATIONS IN THE FORM AND SUBSTANCE OF EXHIBIT A ATTACHED TO AND MADE A PART OF THIS RESOLUTION; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

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

WHEREAS, the District has previously adopted General Rules and Regulations (“R&Rs”) pursuant to Section 4 (2); and

WHEREAS, District staff has conducted a comprehensive review of the existing R&Rs for the purpose of identifying grammatical errors, inconsistencies and conflicts between and among certain provisions of the R&Rs and clarifying the District’s policies and procedures; and

WHEREAS, as a result of their review, District staff has recommended that the Board repeal the existing R&Rs in their entirety and, in their place and stead, adopt the R&Rs attached hereto and incorporated herein by reference as Exhibit A; and

WHEREAS, the Board has considered the District’s recommendation and found that the adoption of R&Rs in the form and substance of Exhibit A to this Resolution is in the best interests of the District and its customers.

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

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

Section 2. AMENDED DISTRICT GENERAL R&RS. The Board hereby adopts the District R&Rs in the form and substance of Exhibit A to this Resolution.

Section 3. REPEAL OF PREVIOUS R&RS. All existing versions of the District's R&Rs are hereby repealed and of no further force and effect.

Section 4. EFFECTIVE DATE. The R&Rs, as adopted herein, shall become effective immediately.

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

RESOLVED AND ADOPTED THIS 15th DAY OF JULY 2025.

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

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

The Chairman thereupon declared this Resolution duly passed and adopted the 15th day of July 2025.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

ATTEST:

Approved as to form and legal sufficiency:

Shannon McCully, Clerk

Nicholas W. Mulick, General Counsel

SEAL