



Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Tuesday, September 16, 2025  
4:00 PM

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## AGENDA

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

Meeting link for computer, tablet, or  
smartphone.

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

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

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

### BOARD MEMBERS:

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

### DISTRICT STAFF:

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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 September 2, 2025	4
G. GENERAL MANAGER	
1. FDEP Plant Inspection	14
H. IT	
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1. Customer Service Report – August 2025	25
J. BUDGET AND FINANCE	
1. Budget and Finance Report – August 2025	27
K. FIELD	
L. PLANT/FACILITIES	
M. CAPITAL PROJECTS	
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## N. ENGINEERING

## O. LEGAL

- |  |    |
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| 1. Amendment to General Counsel Agreement  | 39 |
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## P. COMMISSIONER'S ITEMS

## Q. ROUNDTABLE

## R. ADJOURNMENT

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

Meeting Date:

September 16, 2025

Agenda Item Number: F-1

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

**Minutes of September 2, 2025**

Summary:

Staff to present the minutes of September 2, 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: 09/11/2025



Key Largo Wastewater Treatment District  
103355 Overseas Hwy, Key Largo, FL  
Tuesday, September 2, 2025

## MINUTES

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

Chairman Nicolas Rodriguez called the meeting to order at 4:01 p.m.

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

Commissioner Sue Heim 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; Weiler Engineering Lexi Connor; IT Support Manny Santana

Appeared Virtually: Weiler Engineering, Ed Castle

Guest Appeared Virtually: Brown and Brown Insurance, Tom Jones and Michelle Wilson

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

*Approval of Agenda (D-1)*

Mr. Rosasco requested the addition of item *G-3 Portal Grants Update*

Commissioner Heim requested the addition of item *P-1 Key Largo Fisheries*

Commissioner Majeska requested the addition of item *Q-1 CSAP: Satellite Collection Systems*

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

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

No speakers.

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

*Minutes of August 19, 2025 (F-1)*

**Motion:** Commissioner Majeska made a motion to approve the Minutes of August 19, 2025. Commissioner Maloney seconded the motion. Motion passed without objection.

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

*Fiscal Year 2026 Insurance Renewal (G-1)*

Mr. Tom Jones presented the 2025/2026 Property/Liability/WC Insurance Renewal.

**Motion:** Commissioner Heim made a motion to approve G-1 at the financial cost of \$498,684.00.  
Commissioner Majeska seconded the motion.

**Vote on Motion:**

**Commissioner Heim – Aye**  
**Commissioner Majeska – Aye**  
**Commissioner Maloney – Aye**  
**Chairman Rodriguez – Aye**

*Fiscal Year 2026 Health Insurance Renewal (G-2)*

Ms. Weinstock presented the 2025/2026 Health Insurance Renewal.

**Motion:** Commissioner Maloney made a motion to approve United Health Care Plan 4.  
Commissioner Majeska seconded the motion.

**Vote on Motion:**

**Commissioner Maloney – Aye**  
**Commissioner Majeska – Aye**  
**Commissioner Heim – Aye**  
**Chairman Rodriguez – Aye**

*Portal Grants Update (G-3) (Laydown)*

Ms. Connor gave an update on the Florida Keys Area of Critical Concern Grants and Resilient Florida Grants.

**IT (H)**

No report in agenda.

**CUSTOMER SERVICE (I)**

No report in agenda.

**BUDGET AND FINANCE (J)**

*3<sup>rd</sup> Qtr. FY25 Financial Reports (J-1)*

Ms. Fazio presented the 3<sup>rd</sup> quarter financial reports for the 2025 fiscal year.

**FIELD (K)**

No report in agenda.

**PLANT/FACILITIES (L)**

*Plant/Facilities Report – July 2025*

Mr. Dempsey presented the Plant/Facilities monthly report.

**CAPITAL PROJECTS (M)**

No report in agenda.

**ENGINEERING (N)**

No report in agenda.

**LEGAL REPORT (O)**

*Letter of No Objection Reso. 16-2025 (O-1)*

Mr. Mulick presented Resolution 16-2025.

**Motion:** Commissioner Maloney made a motion adopt Resolution 16-2025.  
Commissioner Majeska seconded the motion.

**Vote on Motion:**

**Commissioner Maloney – Aye**

**Commissioner Majeska – Aye**

**Commissioner Heim – Aye**

**Chairman Rodriguez – Aye**

**COMMISSIONER ITEMS (P)**

*P-1 Key Largo Fisheries (P-1)*

Commissioner Heim requested an update on Key Largo Fisheries SIC. Mr. Mulick and Ms. Fazio advised that the District is evaluating water use data and will prepare an EDU recommendation for the Board.

**ROUNDTABLE DISCUSSION (Q)**

*CSAP Satellite Collection Systems (Q-1) (Laydown)*

Commissioner Majeska requested more information on KLWTD's satellite collection systems procedures. Additional information will be brought to the Board.

**ADJOURNMENT (R)**

The meeting was adjourned at 6:21 p.m.

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Nicolas Rodriguez, Chairman

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Shannon McCully, Clerk

Seal\_\_\_\_\_

## MEMORANDUM

**To:** Peter Rosasco, General Manager  
**From:** Lexi Connor, Weiler Engineering  
**Date:** September 2<sup>nd</sup>, 2025  
**Re:** Florida Keys Area of Critical Concern & Resilient Florida Grant Summaries

KLWTD submitted applications for the Fiscal Year 2025–2026 funding cycle under two **Florida Department of Environmental Protection (FDEP)** programs: the Florida Keys Area of Critical State Concern Grant Program and the Resilient Florida Grant Program. The following summarizes the grant programs and projects submitted under each program.

### **Florida Keys Area of Critical State Concern (FKACSC)**

The Florida Keys Area of Critical State Concern Grant Program is an FDEP funding program for local governments in the Florida Keys to advance projects that improve water quality and protect natural resources. Eligible work includes wastewater infrastructure, stormwater and canal restoration, eligible land acquisition, and other projects that safeguard water resources and fisheries.

#### ***1. WWTP Headworks, Screening, and Equalization Tank Upgrades***

Installs a 1.0-MG CROM<sup>2</sup> influent equalization tank with fine-bubble diffusers and fully replaces headworks with fine screens and solids-handling system. The EQ tank buffers peak flows and evens out organic load, delivering a steady feed to the SBRs to prevent hydraulic shock and process upsets.

#### **Funding:**

- **Total Construction Cost:** \$11,523,215.00
- **Existing State Funds:** \$4,570,813.25 (LPA 0425)
- **FKACSC Request:** \$5,800,080.25
- **Proposed KLWTD Match:** \$1,152,321.50 (10% project cost)

#### **Status:**

- Design approx. 60% complete
- Design to be completed by December 2025
- Construction to begin July 2026
- Construction to be completed by July 2028

**Benefits:** Annual nutrient mass is computed as:

$$Load \left( \frac{lbs}{yr} \right) = Permitted \ capacity \ (MGD) \times 365 \times Conc. \left( \frac{mg}{L} \right) \times 8.34.$$

For the baseline, the AWT limits TN = 3 mg/L and TP = 1 mg/L are used; post-upgrade assumes a 10% concentration reduction (TN = 2.7 mg/L, TP = 0.9 mg/L) from stabilization from the EQ tank. Applying the formula at permitted capacity yields an estimated reduction of ≈3,150.64 lbs/yr TN and ≈1,050.21 lbs/yr TP.

## 2. Vacuum Tank Upgrades

Replaces original steel vacuum tanks with new corrosion-resistant, high strength, lighter weight, fiberglass reinforced plastic (FRP) tanks at each of the vacuum tanks. Upgrades foundations for flood resilience and integrates new valves, fittings, gaskets, and SCADA controls.

### Funding:

- **Total Construction Cost:** \$12,370,312.50
- **Existing State Funds:** None
- **FKACSC Request:** \$11,133,281.25
- **Proposed KLWTD Match:** \$1,237,031.25 (10% project cost)

### Status:

- Design approx. 30% complete
- Design to be completed by April 2026
- Construction to begin June 2026
- Construction to be completed by March 2027

**Benefits:** Avoided nutrient loading is estimated by converting a conservative share of yearly flow (1% of 2024 AADF) to pounds:

$$\text{Annual load } \left( \frac{\text{lbs}}{\text{yr}} \right) = \text{Flow (MGD)} \times \text{Prevented fraction} \times 365 \times \text{Conc.} \left( \frac{\text{mg}}{\text{L}} \right) \times 8.34$$

Using TN = 70 mg/L and TP = 12 mg/L gives ≈4,219 lbs/yr of Total Nitrogen and ≈723 lbs/yr of Total Phosphorus avoided by restoring airtight integrity of the vacuum tanks.

## 3. Pipe Protection Project

Replace or rehabilitate ductile-iron process piping inside the plant: Cured in place pipe (CIPP) lining for larger lines, open-cut replacement of smaller mains with corrosion-resistant pipe (HDPE), plus new isolation valves, SCADA-integrated flow meters, and targeted cathodic protection in CIPP runs. The result is tighter, longer-lasting piping with better control and measurement, reducing leak and spill risk.

### Funding:

- **Total Construction Cost:** \$2,401,285.49
- **Existing State Funds:** None
- **FKACSC Request:** \$2,161,156.94
- **Proposed KLWTD Match:** \$240,128.55 (10% project cost)

### Status:

- Design approx. 30% complete
- Design to be completed by April 2026
- Construction to begin June 2026
- Construction to be completed by March 2027

**Benefits:** While nutrient reductions cannot be quantified, the project directly reduces risk of leaks and partial treatment events, protecting the WWTP's AWT performance. Benefits include safeguarding nearshore waters, preventing BOD/nutrient pulses, supporting seagrass and coral health, and avoiding economic losses from beach advisories or tourism impacts. Operationally, new valves/meters improve control and early detection of issues, reducing emergency costs and extending infrastructure life.

#### ***4. Enhanced Odor Management System***

Modernizes odor control at six vacuum pump stations (A, D, E, G, I, J/K) by replacing indoor units with standardized outdoor dual activated-carbon vessels, relocating generators from inside to outdoors, upgrading to hurricane-rated enclosures, and deploying H<sub>2</sub>S monitors.

**Funding:**

- **Total Construction Cost:** \$5,070,512.45
- **Existing State Funds:** \$953,966.45 (KG004)
- **FKACSC Request:** \$3,609,494.75
- **Proposed KLWTD Match:** \$507,051.24 (10% project cost)

**Status:**

- Design 100% complete, in construction
- Design completed April 2025
- Construction began April 2025
- Construction completed by March 2026

**Benefits:** Reduces nuisance odors, protects worker/public health, hardens critical assets, and improves system reliability during storms.

#### ***5. Power Conditioning, Electrical Upgrades, and Lighting Protection***

Hardens WWTP electrical systems with automatic voltage regulators, surge suppression, lightning protection, and replacement of underground feeders with above-grade conduit.

**Funding:**

- **Total Construction Cost:** \$3,770,746.00
- **Existing State Funds:** \$3,131,450.00 (LPA0426)
- **FKACSC Request:** \$262,221.40
- **Proposed KLWTD Match:** \$377,074.60 (10% project cost)

**Status:**

- Design 100% complete, in construction
- Design completed February 2025

- Construction began February 2025
- Construction completed by July 2026.

**Benefits:** Prevents power-related upsets, reduces downtime/repair costs, strengthens storm resilience, and ensures consistent AWT compliance protecting nearshore waters.

## **Resilient Florida (Sea Level Rise)**

The Resilient Florida Grant Program was created by the Florida Legislature to help communities prepare for the impacts of flooding, storm surge, and sea level rise. Administered by the FDEP, the program provides funding for projects that protect critical assets, strengthen infrastructure, and reduce risks to public health, the environment, and the economy. Eligible projects include wastewater and stormwater improvements, shoreline and habitat protection, and other resilience measures, with funding prioritized for cost-effective projects that address regionally significant assets and vulnerable communities.

### ***1. KLWTD Influent Equalization System Mitigation & Resiliency Initiative***

Installs a 1-million-gallon CROM<sup>2</sup> EQ tank and replaces the existing headworks. These improvements will stabilize flow, improve debris removal, and reduce chemical and energy use, resulting in more reliable treatment and lower operating costs.

#### **Funding:**

- **Total Cost (Construction + Engineering/CEI):** \$13,094,562.00
- **Existing State Funds:** \$4,570,813.25 (LPA 0425)
- **Resilient Florida Funding Request:** \$6,547,281.00
- **Required KLWTD Match:** \$6,547,281.00 (50% project cost)

**Status:** Design 60% complete; permitting is underway; construction July 2026–July 2028.

**Benefits:** Prevents hydraulic overloads and process upsets that threaten consistent AWT performance. The equalization tank and upgraded headworks safeguard nearshore waters by stabilizing flows, reducing the risk of bypasses, and preventing solids and nutrient pulses that can harm seagrass and coral habitats. Operationally, finer screening and improved solids handling reduce equipment wear, downtime, and emergency callouts, while steadier hydraulics lower chemical and energy use. These upgrades extend infrastructure life, cut operating costs, and help avoid economic losses tied to water quality advisories or service disruptions.

### ***2. KLWTD Critical Systems Hardening & Mitigation Program***

This is a \$15.96 million initiative that strengthens all eight of the District's critical wastewater facilities (the WWTP and seven vacuum stations) against flooding, sea level rise, and storm surge.

This initiative combines the two above-described **Vacuum Tank Replacements** and **Pipe Protection** projects, as well as adds **flood proofing panels, and electrical upgrades**.

In more detail, the proposed project includes the installation of flood barriers for the Operations Building and Vacuum Stations, the replacement of corroded steel vacuum tanks with corrosion-resistant FRP units at the Vacuum Stations, electrical upgrades such as relocation of the DCU-1 control panel and installation of SureVolt regulators and surge protection, and the upgrade of approximately 3,400 linear feet of corroded WWTP piping using cured in place pipe (CIPP) lining for larger pipe, and upgrading smaller diameter ductile iron sections with HDPE.

**Funding:**

- **Total Cost (Construction + Engineering/CEI):** \$15,957,588
- **Existing State Funds:** None
- **Resilient Florida Funding Request:** \$7,978,794
- **Required KLWTD Match:** \$7,978,794 (50% project cost)

**Status:** Design 30% complete; construction July 2026–July 2028.

**Benefits:** Protects eight critical wastewater facilities from flooding, prevents sewer overflows and leaks, reduces long-term maintenance and emergency repair costs, and ensures uninterrupted service that safeguards public health, nearshore waters, and the Florida Keys National Marine Sanctuary.

- (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 shut off of service.

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

Meeting Date:

September 16, 2025

Agenda Item Number: G-1

Action Required:

No

Department:

General Manager

Sponsor:

Peter Rosasco

Subject:

**FDEP Plant Inspection**

Summary:

Mr. Rosasco will discuss the FDEP Plant Inspection.

## Reviewed / Approved

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

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

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

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

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

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

## Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

## Attachments

1. FDEP Plant Inspection Report

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

General Manager



Date: 09/11/2025



# FLORIDA DEPARTMENT OF Environmental Protection

**Ron DeSantis**  
Governor

**Jay Collins**  
Lt. Governor

**Alexis A. Lambert**  
Secretary

Southeast District  
2796 Overseas Highway, Suite 221  
Marathon, FL 33050  
305-289-7070

September 2, 2025

Mr. Peter Rosasco  
General Manager  
Key Largo Wastewater Treatment District  
100301 Overseas Highway  
Key Largo, Florida 33037  
Email: [Cunstruction@KLWTD.com](mailto:Cunstruction@KLWTD.com)

Re: In Compliance  
Key Largo Wastewater Treatment Facility  
UIC Facility No.: WACS 97750 & WACS 100121  
Monroe County

Dear Mr. Rosasco:

Department personnel conducted an inspection of the above-referenced facility on August 22, 2025. Based on the information provided during and following the inspection, the facility was determined to be in compliance with the Department's rules and regulations.

The Department appreciates your efforts to maintain this facility in compliance with state and federal rules. Should you have any questions or comments, please contact Elsa Portanyi at 305-289-7070 or via e-mail at [Elsa-Marie.Portanyi@FloridaDEP.gov](mailto:Elsa-Marie.Portanyi@FloridaDEP.gov) or [TAL\\_UIC@dep.state.fl.us](mailto:TAL_UIC@dep.state.fl.us).

Sincerely,

A handwritten signature in blue ink, appearing to read "M'Liss Bordelon", with a long, wavy horizontal line extending to the right.

M'Liss Bordelon, Environmental Administrator  
Southeast District  
Florida Department of Environmental Protection

Enclosure: Inspection Report

cc: M'Liss Bordelon, FDEP  
Richard Lobinske, FDEP

[Whitney.Bordelon@FloridaDEP.gov](mailto:Whitney.Bordelon@FloridaDEP.gov)  
[Richard.Lobinske@FloridaDEP.gov](mailto:Richard.Lobinske@FloridaDEP.gov)



# FLORIDA DEPARTMENT OF Environmental Protection

**Ron DeSantis**  
Governor

**Jay Collins**  
Lt. Governor

**Alexis A. Lambert**  
Secretary

Southeast District  
2796 Overseas Highway, Suite 221  
Marathon, FL 33050  
305-289-7070

<b>Facility:</b> Key Largo Wastewater Treatment Facility 100301 Overseas Highway Key Largo, Florida 33037 Monroe County – UIC <b>Contact name:</b> Adam Baptiste <b>Contact E-mail:</b> <a href="mailto:adam.baptiste@klwtd.com">adam.baptiste@klwtd.com</a>	<b>WACS ID:</b> 97750 Operational Permit <b>Permit Expiration:</b> May 16, 2030 <b>Well Field Status:</b> Operational A non-hazardous underground injection control (UIC) well system, consisting of one Class I injection well (IW-1) and one dual-zone monitor well (MW-1), for the disposal of secondary treated municipal effluent which has received high level disinfection from the Key Largo Wastewater Treatment Facility (WWTF). IW-1 is constructed with a 14.48-inch inside diameter fiberglass reinforced plastic (FRP) casing to 2,735 feet (ft) below land surface (bls) and a total depth of 3,604 ft bls. The maximum disposal rate is 4,520 gallons per minute (GPM) and the maximum disposal volume is 6.5 million gallons per day (MGD). MW-1 is completed from 1,460 to 1,494 ft bls and from 1,650 to 1,702 ft bls.	<b>File Number:</b> 0272762-007-UO/1M
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<b>Inspection Date:</b> August 22, 2025	<b>Purpose of Visit (Inspection Type)</b> Bi-Annual (INSP) <input checked="" type="checkbox"/> Compliance (INSP) <input checked="" type="checkbox"/> Construction (COI) <input type="checkbox"/> Enforcement (INSP) <input type="checkbox"/> Complaint (CI) <input type="checkbox"/> Other <input type="checkbox"/> ( )								
<b>Wells authorized in permit:</b>	<table border="1"> <tr> <td>Class I</td> <td>IW-1</td> <td>Monitoring wells</td> <td>MW-1</td> </tr> <tr> <td>Class V</td> <td>376727-002-UO/5W, WACS ID 100121</td> <td>Other</td> <td>N/A</td> </tr> </table>	Class I	IW-1	Monitoring wells	MW-1	Class V	376727-002-UO/5W, WACS ID 100121	Other	N/A
Class I	IW-1	Monitoring wells	MW-1						
Class V	376727-002-UO/5W, WACS ID 100121	Other	N/A						
<b>SWells inspected at visit:</b>	<table border="1"> <tr> <td>Class I</td> <td>IW-1</td> <td>Monitoring wells</td> <td>MW-1</td> </tr> <tr> <td>Class V</td> <td>376727-002-UO/5W, WACS ID 100121</td> <td>Other</td> <td>N/A</td> </tr> </table>	Class I	IW-1	Monitoring wells	MW-1	Class V	376727-002-UO/5W, WACS ID 100121	Other	N/A
Class I	IW-1	Monitoring wells	MW-1						
Class V	376727-002-UO/5W, WACS ID 100121	Other	N/A						
Is operator's license current and posted? <input checked="" type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> N/A (OM; only applicable to DW/ASR) <b>Adam Baptiste</b> , Class A Operator, License No. 0026780 exp. 4/30/2027 <b>William Cunningham</b> , Class B Operator, License No. 0028844 exp. 4/30/2027 <b>Joe Williams</b> , Class C Operator, License No. 0023825 exp. 4/30/2027									

Facility Contact(s) at time of inspection:	Phone:	Email:
Adam Baptiste, Lead Operator	954-661-5160	<a href="mailto:Adam.Baptiste@klwtd.com">Adam.Baptiste@klwtd.com</a>
Joe Williams, Senior Operator	786-399-3972	<a href="mailto:Joe.Williams@klwtd.com">Joe.Williams@klwtd.com</a>
Ryan Dempsey, Operations and Facilities Manager	305-798-2203	<a href="mailto:Ryan.Dempsey@klwtd.com">Ryan.Dempsey@klwtd.com</a>

Compliance areas evaluated: (Red is COMET violation codes)							
IC: In Compliance; NC: Out of Compliance SC: Significant Non-Compliance NA: Not Applicable, NE: Not Evaluated							
Operating Requirements		Monitoring, Records, & Reports		Facility Site Review (OM)		Calibration (OM)	
IC	1. Volume (WI)	IC	6. Records of MOR (MM)	IC	8. Wellheads	IC	14. Pressure Gauges
IC	2. Pressure (IP)	IC	7. Lab Reports (electronic or hard copies) (MR)	NA	9. Annulus Tank	IC	15. Flow Meters
IC	3. Emergency (OM)			IC	10. Rust & Corrosion	NA	16. Chart Recorders
IC	4. Valid Permit (OP)			IC	11. Labeling	IC	17. Other Equipment (SCADA)
IC	5. O&M Manual (OM)			IC	12. Purging	IC	18. Calibration Certificates
				IC	13. Maintenance		

## Key Largo Wastewater Treatment Facility; WACS ID: 97750

## Facility Inspection Worksheet

## GENERAL

	Rule	Operating Requirements	N/A	Yes	No	COMET CODE	Notes
1	62-528.415(4)(c)	Emergency Discharge method permitted and operational	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
2	62-528.415(4)(b)	Abnormal Events reported	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(FN)	None to report
3	62-528.307(1)(l)	Current Permit on site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OP)	Exp. May 16, 2030
4	62-528.415(3)	Up-To-Date Operation and Maintenance Manual on site	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	AquaSBR O&M

	Rule	Monitoring, Records, And Reports	N/A	Yes	No	COMET CODE	Notes
5	62-528.307(1)(m)	Monitoring Records & Reports on site and current (MOR's)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(MM)	
6		Specific Injectivity Test available	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(MM)	
7		Fall-Off Test available	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(MM)	
8	62-528.307(1)(m)	Lab Reports available	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(MR)	
9	62-528.307(f)	SCADA System functioning properly	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	

**Notes:** The facility has a designated drawer onsite for storage of physical copies for MORs and test results. The operator was able to navigate to flow and pressure values of IW-1 and MW-1 via SCADA. The facility received a new permit on May 16, 2025 (0272762-007-UO/1M) with new sample schedule requirements for IW-1 for Quarterly and Annual analysis, the schedule requirements were not due prior to the 2025 inspection and therefore not reviewed at the inspection. The annual analysis of IW-1 has been scheduled for September 2025, and the testing kit was on site during the inspection.

Pump Station				
10	Total Number of Pumps	4	Number of Pumps operating at time of inspection:	1
11	Type of Pumps	Vertical turbine	Number of pumps operational at time of inspection:	4

	Rule	Pump Station	N/A	Yes	No	COMET CODE	Notes
12	62-600.540(4)(h)	Designated Stand-by pump	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
13	62-600.540(4)(a)	Lightning Arrestor on Pump Station	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
14	62-528.307(1)(f)	Pump free of leaks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
15	62-528.307(1)(f)	Pump station free of rust and corrosion If corroded, note degree (Minor, Moderate, Severe)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
16	62-528.307(1)(f)	Pressure gauge operational	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	

Notes: The permit was administratively continued until May 16, 2025, when a new permit (0272762-007-UO/1M) was issued. During the inspection, all four effluent pumps were in service. The pumps activate when the injection threshold of treated effluent is met, and the pumps alternate between injection sessions.

## Key Largo Wastewater Treatment Facility; WACS ID: 97750

Injection Well # IW-1							
17	Rule: 62-528.415(1)(f)		18	Rule: 62-528.415(1)(a)-(c)			
Max Flow Permitted		Flow at Inspection	Max Wellhead Pressure			Pressure at Inspection	
4,520 GPM		3,046 GPM	114 psi			57 psi SCADA 56.5 psi wellhead	
	Rule	Injection Well Requirements	N/A	Yes	No	COMET CODE	Notes
19	62-528.307(1)(f)	Injection well labeled by well number	<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(OM)	Additional labels added and submitted on 8/27/25
20	62-528.425(1)(b)	Gauges & Flow Meter agree with electronic equipment (SCADA)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
21	62-600.540(4)	Manual back-up pressure and flow equipment functioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
22	62-528.425(1)(b)	Flow meter functioning	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
23	62-528.307(1)(f)	Injection Wellhead free of leaks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
24	62-528.307(1)(f)	Injection well / Surface equipment free of rust and corrosion If corroded, note degree (Minor, Moderate, Severe)	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
25	62-600.540(4)(f)	Pad maintained, not used for storage	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
26	62-528.307(1)(f)	Sumps are maintained	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
27	62-528.307(1)(f)	Air release valves free from leaks	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
28	62-528.415(1)(f)	Maximum Flow within limits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(WI)	
29	62-528.415(1)(a)-(c)	Maximum Pressure within limits	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(IP)	
30	62-528.425(1)(b)	Annulus Tank level is readable	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(OM)	
31	62-528.307(1)(f) & (m)	Per the MOR, what is the Normal Annular Pressure Range	N/A				
32	62-528.307(1)(f) & (m)	Annular Pressure within Normal Range (tubing and packer) note PSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(OM)	
33	62-528.307(1)(f) & (m)	Annular Pressure greater than Injection Pressure (tubing and packer) Note PSI	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(OM)	
34	62-528.307(1)(f) & (m)	Pressure Gauge Calibrated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	
35	62-528.307(1)(f) & (m)	Flow meters Calibrated	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)	Panametrics PT878 Magnetic flow tube
36	62-528.307(1)(f) & (m)	Chart recorders Calibrated	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(OM)	
37	62-528.307(1)(f) & (m)	Latest Calibration -----Dates:	11-13-24				
Well Compliance Status:							
<input checked="" type="checkbox"/>	In-Compliance	<input type="checkbox"/>	Out-Of-Compliance	<input type="checkbox"/>	Significant Out of Compliance		
Notes: The facility promptly added additional labeling to IW-1 and provided documentation to the Department on 8/27/25. The flow meter, pressure transmitter, and pH analyzer were all functioning and calibrated at the time of the inspection.							

## Key Largo Wastewater Treatment Facility; WACS ID: 97750

Monitor Well #: MW-1				Associated with Injection Well: IW-1			
UPPER ZONE		LOWER ZONE		Emergency Class V well WACS 100121			
38	Rule: 62-528.425(1)(g)5	39	Rule: 62-528.425(1)(g)5	40	Rule: 62-528.425(1)(g)5		
Wellhead Pressure	Wellhead Water Level	Wellhead Pressure	Wellhead Water Level	Wellhead Pressure	Wellhead Water Level		
19.8 psi	N/A	21.2 psi	N/A	0	N/A		
	Rule	Monitor Well Requirements		N/A	Yes	No	COMET CODE
41	62-528.307(f)	Monitor well labeled by well number		<input type="checkbox"/>	<input type="checkbox"/>	<input checked="" type="checkbox"/>	(OM) Additional labels added and submitted on 8/27/25
42	62-528.307(f)	Sample Ports labeled		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
43	62-528.425(1)(g)1 62-528.307(f)	Wellhead pressure / Water Level gauges functioning		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
44	62-528.425(1)(g)1 62-528.307(f)	Wellhead gauges agree with electronic equipment (SCADA)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(MR)
45	62-528.425(1)(g)1 62-528.307(f)	Transducer in working order		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
46	62-528.307(1)(f)	Monitor wellhead free from leaks		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
47	62-528.307(1)(f)	Monitor well / Surface equipment free of rust and corrosion If corroded, note degree (Mild, Moderate, Severe)		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
48	62-600.540(4)(f)	Pad maintained, not used for storage		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
49	62-528.307(1)(f)	Sumps are maintained		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
50	62-528.307(1)(f) & (m)	Pressure Gauge Calibrated		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
51	62-528.307(1)(f) & (m)	Chart recorders Calibrated		<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	(OM)
52	62-528.307(1)(f) & (m)	Transducers Calibrated		<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	(OM)
53	62-528.307(1)(f) & (m)	Latest Calibration ----- Dates:		11/13/24			
54		Monitoring well purge waters flow to:		On-site sink draining to in-plant pump station			
55		Monitoring well purge technique:		Centrifugal pump			
56		Monitoring well volume purged / time needed:		N/A			
<b>Well Compliance Status:</b>							
<input checked="" type="checkbox"/>	In-Compliance		<input type="checkbox"/>	Out-Of-Compliance		<input type="checkbox"/>	Significant Out of Compliance
Notes: The facility has a class V injection well (WACS 100121), "Class V", that is used in the case of emergencies and/or during MIT. The facility's most recent compliance evaluation inspection observed that: purging did not meet stabilization completion criteria established in FS 2200, the purge volumes were inconsistent with Section 4-3 of the O&M for UZ and LZ, and the units for specific conductance (COND.) and dissolved oxygen (DO) were not consistently circled on the purge logs. These deficiencies were promptly corrected and were not observed in the review of recent MOR submissions.							
<b>Facility/Well Compliance Status:</b>							
<input checked="" type="checkbox"/>	In-Compliance		<input type="checkbox"/>	Out-Of-Compliance		<input type="checkbox"/>	Significant Out of Compliance
<b>Comments/Rule or Permit Violations/ Recommended Actions:</b>							
The facility had all record requirements available on site in both physical and digital forms. The facility received new requirements for the Quarterly and Annual testing schedule of IW-1 which were not due prior to the inspection and therefore were not reviewed during the 2025 compliance evaluation inspection. The facility had scheduled the annual sampling for the wells and demonstrated their intention by having the sampling bottles on site. The facility has redundancy with pumps and exercises the components in a rotational order as injection is needed. The facility's wastewater permit ensures sufficient staffing for the injection well. The well heads were free of leaks and rust and appeared to be in compliance. The facility promptly added additional labels to the injection wells and their associated sample points and piping. The facility had past deficiency for purge log data completeness, the deficiency was promptly corrected and was not observed in the review of recent MOR submissions. The facility was found to be in compliance with the Department's rules and the facility's current permit requirements.							
Elsa Portanyi <i>Elsa Portanyi</i> FDEP Inspector – 8/27/25				M'Liss Bordelon <i>M'Liss Bordelon</i> Inspector's Manager – 9/2/2025			

Key Largo WWTP Class I (WACS 97750) and Key Largo WWTP Class V emergency injection well (WACS 100121)  
Photos by Elsa Portanyi on 8/22/25.



IW-1 Field view



Additional labeling on IW-1 provided on 8/27/25



IW-1 Continuous monitoring gauges and display



IW-1 Pressure transmitter



IW-1 pH and pressure



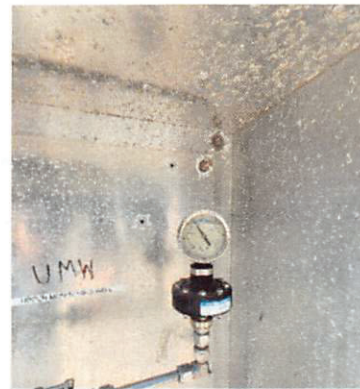
MW-1 Field view



MW-1 pad



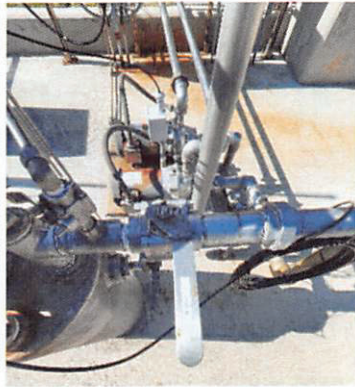
MW-1 monitoring station



UMZ Pressure gauge and label



LMZ Pressure gauge and label



MW-1 valve Label



MW-1 valve Label



MW-1 Sample station



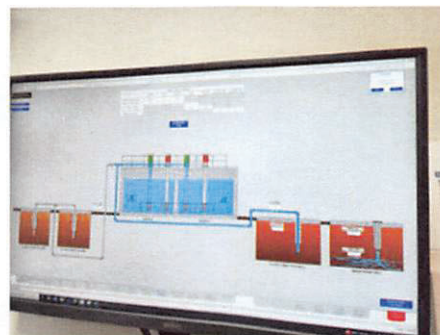
Class V backup well  
WACS 100121



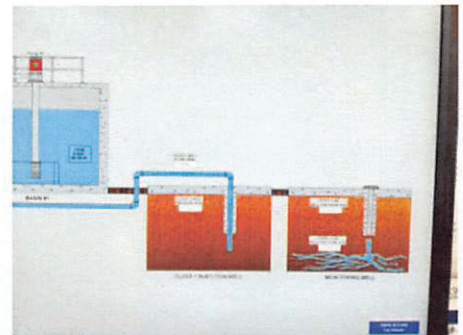
Additional labeling on IW-I provided on  
8/27/25  
WACS 100121



Class V Backup well pressure gauge  
WACS 100121

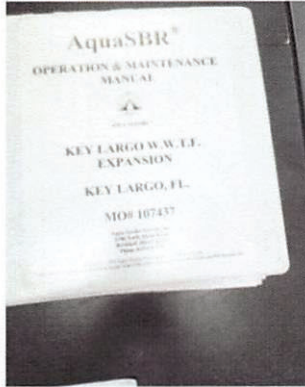


SCADA full UIC system view

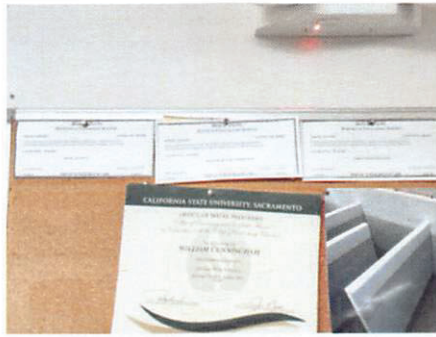


SCADA IW-1 and MW-1

Key Largo WWTP Class I (WACS 97750) & Key Largo WWTP Class V (WACS 100121)  
8/22/2025



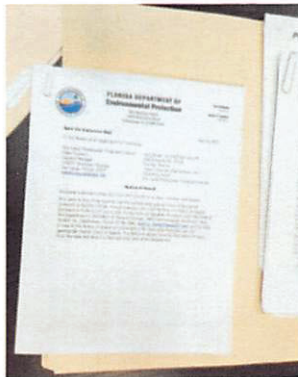
O&M



Operator Certifications



Annual Sampling work order



Onsite permit



Financial Responsibility for P&A

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

Meeting Date:

September 16, 2025

Agenda Item Number: H-1

Action Required:

No

Department:

IT

Sponsor:

Manny Santana

Subject:

**IT Report - August 2025**

Summary:

Mr. Santana will present the IT 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: 09/11/2025

# IT

The IT Department received 734 tickets and completed 721 tickets in August.

Project	Cost	Description
Windows 10 to Windows 11 Update	\$10,312.50 Budgeted	<ul style="list-style-type: none"> <li>Windows 10 will no longer be supported after October 14, 2025.</li> <li>Upgrade will begin august 4<sup>th</sup>.</li> <li>5 Machines per night will be upgraded.</li> <li>Project will be completed be completed before 9/26.</li> </ul>
Starlink Emergency Backup internet	\$3,039.04 Field and mobile unit \$2,353.18 Admin unit	<ul style="list-style-type: none"> <li>\$65 dollars a month per unit.</li> <li>Back up emergency service.</li> <li>Working with Ryan to install service at the Plant.</li> <li>Admin has been completed</li> </ul>

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

Meeting Date:

September 16, 2025

Agenda Item Number: I-1

Action Required:

No

Department:

Customer Service

Sponsor:

Connie Fazio

Subject:

**Customer Service Report - August 2025**

Summary:

Ms. Fazio will present the Customer Service 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: 09/11/2025

# Key Largo Wastewater Treatment District Customer Service Report

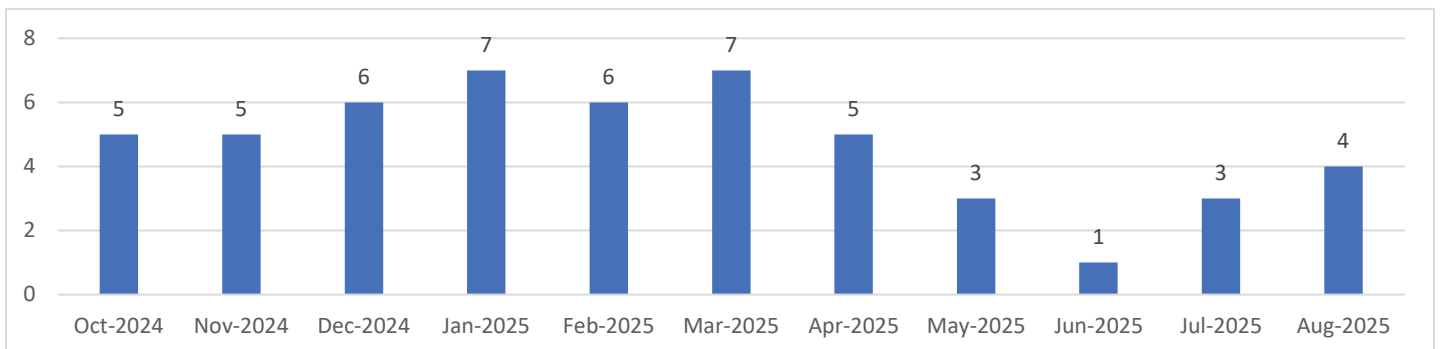
August 2025

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

## Customer Service Requests

	Total
Billing	6
Demo	3
Field Department	10
Locate	4
MOD	4
NOA	6
Odor	1
Tie In Res	5
Total	39

## Number of Completed Wastewater Connections



## Completed Wastewater Connections of 4 Residential Properties:

### New Connections:

- 25 Abaco Rd

### Reconnections:

- 174 W Avenue A
- 1124 Gulfstream Ln
- 40 Judy Pl

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

Meeting Date:

September 16, 2025

Agenda Item Number: J-1

Action Required:

No

Department:

Budget and Finance

Sponsor:

Connie Fazio

Subject:

## **Budget and Finance Report - August 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: 09/11/2025

# August 2025

## Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	\$5,887,566.60

***Next payment: January 2026: \$779,480.33***

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$715,933.48	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$931.98	
Islamorada Revenue	\$115,087.50	
Interest Income	\$122,702.50	
Grant Revenue (includes Stewardship and ACOE reimbursements, if applicable)	\$0	
District Expenditures (checks written)		\$1,487,882.45
Payroll		\$201,267.68
Total:	\$954,655.46	\$1,689,150.13

### FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
<b>Sept. 2023</b>	10,141 (9,258 Residential 883 Commercial)	\$693,024.47	<b>Sept. 2024</b>	10,200 (9,324 Residential 876 Commercial)	\$606,633.56
<b>Oct. 2023</b>	10,158 (9,275 Residential 883 Commercial)	\$570,143.86	<b>Oct. 2024</b>	10,201 (9,323 Residential 878 Commercial)	\$582,351.40
<b>Nov. 2023</b>	10,152 (9,272 Residential 880 Commercial)	\$567,443.79	<b>Nov. 2024</b>	10,200 (9,322 Residential 878 Commercial)	\$521,665.22
<b>Dec. 2023</b>	10,154 (9,275 Residential 879 Commercial)	\$638,428.80	<b>Dec. 2024</b>	10,204 (9,326 Residential 878 Commercial)	\$594,943.07
<b>Jan. 2024</b>	10,160 (9,278 Residential 882 Commercial)	\$534,961.66	<b>Jan. 2025</b>	10,207 (9,330 Residential 877 Commercial)	\$603,109.67
<b>Feb. 2024</b>	10,153 (9,274 Residential 879 Commercial)	\$431,382.57	<b>Feb. 2025</b>	10,211 (9,337 Residential 874 Commercial)	\$631,840.90
<b>Mar. 2024</b>	10,170 (9,286 Residential 884 Commercial)	\$863,381.29	<b>Mar. 2025</b>	10,188 (9,313 Residential 875 Commercial)	\$616,286.54
<b>April 2024</b>	10,195 (9,317 Residential 878 Commercial)	\$599,239.78	<b>April 2025</b>	10,219 (9,342 Residential 877 Commercial)	\$681,706.55
<b>May 2024</b>	10,212 (9,335 Residential 877 Commercial)	\$646,584.43	<b>May 2025</b>	10,227 (9,350 Residential 877 Commercial)	\$778,032.51
<b>June 2024</b>	10,182 (9,304 Residential 878 Commercial)	\$624,252.64	<b>June 2025</b>	10,214 (9,337 Residential 877 Commercial)	\$670,479.78
<b>July 2024</b>	10,212 (9,331 Residential 881 Commercial)	\$633,246.33	<b>July 2025</b>	FKAA Stats not available as of 9/8/25	\$639,287.25
<b>August 2024</b>	10,213 (9,334 Residential 879 Commercial)	\$631,716.35	<b>August 2025</b>	FKAA Stats not available as of 9/8/25	\$715,933.48
<b>Total Revenue from Sept. 2023 Through August 2024</b>		<b>\$7,433,805.97</b>	<b>Total Revenue from Sept. 2024 Through August 2025</b>		<b>\$7,642,269.93</b>

**June 2025 Credit Card Fee Info**

**CC Total of KLWTD Customer Payments to FKAA \$269,036.86**

**2.5% of CC Charges: Total Cost to KLWTD \$6,725.92**

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

Meeting Date:

September 16, 2025

Agenda Item Number: M-1

Action Required:

No

Department:

Capital Projects

Sponsor:

Steve Suggs

Subject:

## **Capital Projects Report - August 2025**

Summary of Discussion:

Mr. Suggs will present the Capital Projects 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: 09/11/2025

# Key Largo Wastewater Treatment District Capital Projects Report

Including updates through August 2025

## Current Capital Projects

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Effluent Filtration Upgrades (LPA0243)	\$ 3,043,820.00	\$3,343,823.76	\$505,000.00	\$3,848,823.76
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete (Based off current processed pay applications)
	\$458,152.50	\$2,882,800.16	\$507,871.10	87%

**Start of Contract:** 5/18/2023  
**Substantial Completion Date:** 6/17/2025 (755 Days) **Project on Schedule?:** No  
**Current Time Extensions to Contract:** 395 Days  
**Funding Source:** FDEP Stewardship (LPA0243)

### Project Updates:

- Evoqua provided a Final Inspection Report Summary documenting all test results and suggested corrective actions to the District on July 18<sup>th</sup>. They took the stance that the process/reuse water introduced to the system in combination with stagnant conditions allowed microbial growth and corrosion and that the damage is not attributed to workmanship by Evoqua.
- WEC/KLWTD and Reynolds jointly prepared a draft response that **rejected Evoqua's Final Inspection Report Summary claims**, consolidating field observations and contract/spec references.
- KLWTD's Nick Mulick and Peter Rosasco completed legal/administrative reviews and approved final language.
- The official KLWTD response letter was signed by Peter and sent to Evoqua both by certified mail from KLWTD and Reynolds, and via email by Reynolds, as the District's agent for matters regarding the filter per contract. Evoqua confirmed receipt of the letter on Sept 3<sup>rd</sup> and we are now awaiting Evoqua's response.
- Reynolds, WEC staff and KLWTD staff did not attend any construction progress meetings.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Collection System Monitoring (LPA0424)	\$7,575,677.00	\$9,581,964.94	\$1,005,000.00	\$10,586,964.94
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete (Based off current processed pay applications)
	\$1,000,996.25	\$7,882,378.44	\$1,703,590.25	84%

**Start of Contract:** 7/26/2022  
**Substantial Completion Date:** 4/22/2026 (1,399 days) **Project on Schedule?:** Yes  
**Current Time Extensions to Contract:** 609 days  
**Funding Source:** Combination of USACE & FDEP Stewardship (LPA0424)

**Project Updates:**

- Work is completed in Basins A, B, D, G, H, F, I and JK
- Current Status:
  - **Sensor installation is approx. 95 % complete (Note: This is only sensors and does not include other aspects of the project)**
  - Total project installed: **2,768** out of **2,899**:
 

Basin A: <b><u>316</u></b> installed (Basin complete)	Basin F: <b><u>338</u></b> installed (Basin complete)
Basin B: <b><u>376</u></b> installed (Basin complete)	Basin G: <b><u>221</u></b> installed (Basin complete)
Basin C: <b><u>280</u></b> installed ( <b>Basin installation in progress</b> )	Basin H: <b><u>27</u></b> installed (Basin complete)
Basin D: <b><u>232</u></b> installed (Basin complete)	Basin I: <b><u>227</u></b> installed (Basin complete)
Basin E: <b><u>308</u></b> installed (Install complete)	Basin J/K: <b><u>443</u></b> installed (Basin Complete)
- Valve rebuilds continued – 1,555 rebuilds completed.
- Flovac and IVC continued working in Basin C-4. Crews installed conduit and monitoring equipment, and rebuilt valves were installed throughout August.
  - **Specifically, installations and valve replacements were completed along Aqueduct Lane, Gulfstream Lane, Hialeah Lane, Tropical Lane, Tarpon Ave, Marlin Ave, Dolphin Road, and Pompano Ave.**
- WEC and FloVac have been working together throughout the period to determine 5-7 initial locations and areas of high concern or easy installation. One location was determined to be a good starting location by KLWTD and Flovac staff during this month near Silver Shores Mobile Home Park.
- Construction progress meetings were held on August 11th and August 26<sup>th</sup> attended by KLWTD, WEC, Flovac and Island Villa staff.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Power Conditioning and Electrical Upgrades at the WWTP (LPA0426)	\$2,670,450.00	\$3,209,145.53	\$485,000.00	\$3,694,145.53
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete (Based off current processed pay applications)
	\$413,838.55	\$1,342,060.06	\$1,938,246.92	48%

**Start of Contract:** 1/22/2025  
**Substantial Completion Date:** 07/08/2026 (532 days) **Project on Schedule?:** Yes  
**Current Time Extensions to Contract:** 23 days  
**Funding Source:** Combination of FDEP Stewardship (LPA0426) & R&R

**Project Updates:**

- By the end of August, approximately 90% of all conduits for the project had been installed.
  - Conduit was installed for cameras located around the plant, injection wells pumps, flow meters, turbidity meters, salinity probe display, chlorine analyzers displays, lighting, etc.
- Pedro Falcon installed pull strings in completed conduit runs in preparation for pulling wire. The crew began pulling power wiring from the new PVC junction box on SBR #3 to the Post EQ tank using vacuum at the end of the month.
- Contractor installed outlets along the rims of SBR #1, #2, and #3 throughout the period.
- During August, the contractor cored holes through the wall of the DCU1 Local Control Panel room to route new conduit through the wall.
- All site lighting conduit and poles have been installed except for (1) dual light pole on the Filter Platform.
- Unit deliveries and staging were completed for the upcoming disconnect modifications at all vacuum stations. Deliveries included disconnect switches, conduits, and mounting hardware needed to provide safe connection points for powering the vacuum trailer at each vacuum station wall.
  - Pedro Falcon, KLWTD, and WEC staff met to discuss shutdown schedule and plan in early September. Work is to be completed before Sept. 16<sup>th</sup>.
- During August, technical discussions were held with the manufacturer (UST) regarding the internal electronic bypass included in the SureVolt design. Unlike a traditional “cold” bypass that isolates the unit during an overheat or failure, the installed bypass still allows power to flow through the unit while in “bypass mode.”
  - WEC and Pedro Falcon evaluated the operational risks and developed a proposed change order to address the bypass configuration. This was recommended to the Board in August and was approved and added to the contract
- Pedro Falcon, KLWTD and WEC staff attended the construction progress meetings on August 13<sup>th</sup> and August 27<sup>th</sup>.

Project	Original Contract Amount	Current Contract Amount (Including Direct Purchases, change orders and Amendments)	Engineering And Other Cost (Anticipated)	Total Project Cost (Anticipated)
Vacuum Stations Odor Control (KG004)	\$4,009,141.26	\$4,009,141.26	\$400,000.00	\$4,409,141.26
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete (Based off current processed pay applications)
	\$198,460.00	\$896,934.59	\$3,331,721.67	25%

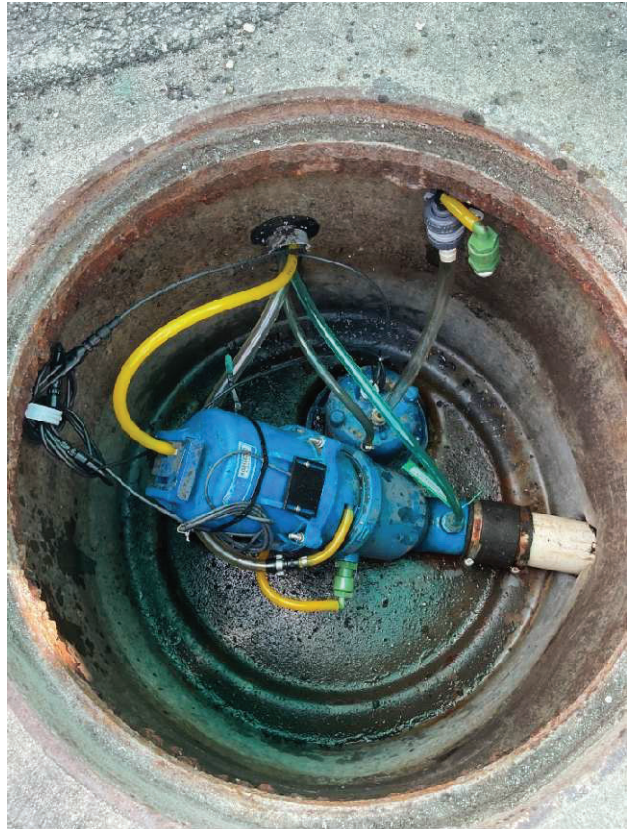
**Start of Contract:** 03/28/2025  
**Substantial Completion Date:** 02/04/2026 (330 Days) **Project on Schedule?:** Yes  
**Current Time Extensions to Contract:** 0 Days  
**Funding Source:** Combination of FDEP Stewardship (KG004) & R&R

**Project Updates:**

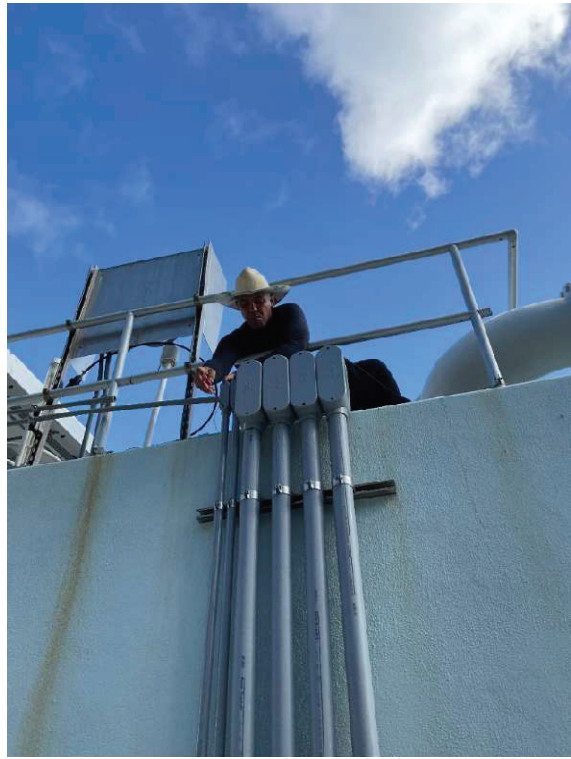
- Vacuum Station A – During August, foundation slab drains were GPS-located by WEC inspector and locations were reviewed by WEC staff for approval and the foundation slab was poured on Tuesday, August 19th. Contractor began placing CMU blocks for first phase of wall construction.
- Drywell locations at Vacuum Stations E, G, I, and J/K were GPS-located by WEC inspector and locations were reviewed by WEC staff for approval. Contractor has finished installation of 12” dry wells in late August.
- Contractor has begun initial coatings of the Odor Control concrete slabs at Vacuum Stations D, G, and I to ensure smooth, high-quality finishes and protection against environmental and chemical factors.
- Contractor plans to have (3) sets of Odor Control Tanks arrive in the next period around Sept. 15<sup>th</sup>. Vacuum Stations D, G, and I are planning to receive the initial shipment.
- Belle Construction, KLWTD, and WEC staff attended a progress meeting on August 7th and August 21st.

## Upcoming Construction Projects

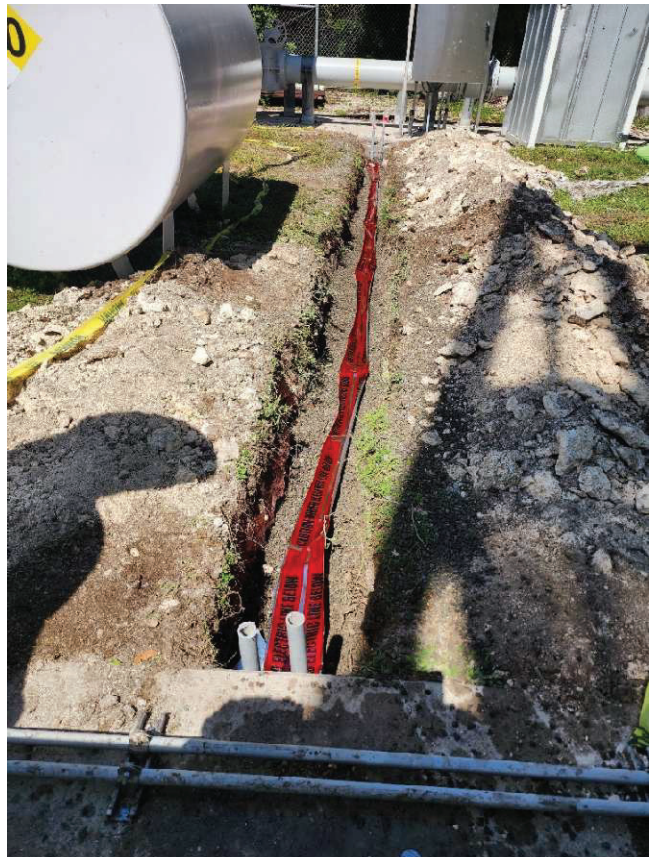
Project	Estimated Data	Status
<b>EQ Tank and Headworks Project (LPA 0425)</b>	<b>Project Cost:</b> \$11,523,215  <b>Existing State Funds:</b> \$4,570,813.25  <b>Design:</b> 60%  <b>Design Completion:</b> December 2025  <b>Construction:</b> July 2026-July 2028	<p>The EQ Tank and Headworks project consists of a new 1.00 MGD pre-equalization tank and a new headworks screening system. The project team is actively coordinating with manufacturers and suppliers on key design components such as the odor control system, aeration diffusers, headworks screens, and disposal system. Pricing for several components has been received and is under review as design coordination and equipment selection progress. A permit modification has been submitted to FDEP to reflect the proposed improvements, with coordination ongoing to address any RAIs. The District is also working closely with the Village of Islamorada, its largest customer, as they evaluate design changes involving in-line booster pumps and macerators, which could increase peak flows and require additional screening capacity. Hydraulic modeling has been completed by Islamorada's engineers to assess potential impacts and the District is reviewing and corresponding with the Village of Islamorada.</p>
<b>Vacuum Tank Upgrades</b>	<b>Project Cost:</b> \$12,370,312  <b>Design:</b> Preliminary  <b>Design Completion:</b> April 2026  <b>Construction:</b> TBD based on funding	<p>Replaces existing steel vacuum tanks at all KLWTD vacuum stations with new corrosion-resistant, high strength, fiberglass reinforced plastic vacuum tanks. Additionally, this project upgrades foundations for flood resistance and integrates new valves, fittings, gaskets, and SCADA controls. These vacuum tanks form the backbone of the wastewater collection system, which serves over 20,000 residents and thousands of seasonal visitors in the Upper Keys, including the Village of Islamorada. The only design that has started is on the replacement of the Vacuum Station E tank.</p>
<b>Pipe Protection Project</b>	<b>Project Cost:</b> \$2,401,285  <b>Design:</b> 30%  <b>Design Completion:</b> April 2026  <b>Construction:</b> March 2026-March 2027	<p>This project rehabilitates 3,400 ft of corroded ductile iron mains within the Key Largo Wastewater Treatment Plant using a combination of cured-in-place pipe (CIPP) lining for larger-diameter mains and selective open-cut replacement with high-density polyethylene (HDPE) for smaller and more severely deteriorated segments. In addition, a cathodic protection system with sacrificial anodes will be installed to prevent future corrosion and harden the plant's underground piping against the harsh coastal environment. New isolation valves and SCADA-integrated flow meters are also included in this project scope. The result is tighter, longer lasting piping with better control and measurement, reducing leak and spill risks.</p>
<b>Blower Room Modifications Project</b>	<b>Project Cost:</b> \$250,000  <b>Design:</b> Preliminary	<p>The KLWTD staff has requested the addition of an access door behind blower #4 to better service the blower. Currently, the other blowers must be removed to access blower #4. These modifications will allow for more efficient service of the blowers.</p> <p>This project is currently in the preliminary design phase.</p>



**Figures 1 & 2. Flovac Installed Valve and Monitoring Located on 1525 Aqueduct Lane.**



**Figures 3 & 4. Pull Strings in Conduits Along the East Side of the Disinfection Basin**



**Figures 5 & 6. PVC Conduits Installed Between KLWTD & Islamorada Salinity Probe & Flow Meters**



**Figure 7. New Odor Control Slab at Vacuum Station I**



**Figure 8. Construction of New CMU Wall Extension and Foundation at Vac Station A**

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

Meeting Date:

September 16, 2025

Agenda Item Number: O-1

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

## **Amendment to General Counsel Agreement**

Summary:

Mr. Mulick will present proposed Amendment to Agreement for Legal Services.

### Reviewed / Approved

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

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

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

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

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

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

### Financial Impact

\$ 104,348.00

Expense

Funding Source:

District

Budgeted:

Yes

### Attachments

1. Amendment to Agreement for Legal Services
2. Agreement for Legal Services

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

General Manager



Date: 09/11/2025

## AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

The *Agreement for Legal Services* entered into between KEY LARGO WASTEWATER TREATMENT DISTRICT (“District”) and NICHOLAS W. MULICK, ESQ. (“Attorney”) on October 1, 2024, is hereby amended, as follows:

1. The District agrees to pay Attorney a monthly fee in the amount of \$8,695.67, commencing on October 1, 2025.
2. Except as modified above, all of the terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

EXECUTED this \_\_\_\_\_ day of September 2025.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

NICHOLAS W. MULICK, PA

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

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

AGREEMENT FOR LEGAL SERVICES  
BETWEEN NICHOLAS W. MULICK, ESQ.  
AND  
KEY LARGO WASTEWATER  
TREATMENT DISTRICT

THIS AGREEMENT is entered into between Nicholas W. Mulick, Esq. (the “Attorney”), and Key Largo Wastewater Treatment District (the “District”). This Agreement is effective as of October 1, 2024, and shall run month-to-month until terminated by either party.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly fee of *EIGHT THOUSAND, FOUR HUNDRED THIRTY-FOUR DOLLARS and SEVENTEEN CENTS* (\$8,434.17) commencing as of October 1, 2024, in consideration of which, the Attorney shall provide the following legal services to the District:

1. Serve as General Counsel to the District;
2. Provide legal advice and counsel to the District Board of Commissioners (the “Board”) pertaining to the conduct of its business;
3. Prepare and/or review for legal sufficiency, Board Resolutions, legal memoranda, contracts, and correspondence as directed by the Board or General Manager;
4. With the consent of the General Manager, secure and supervise outside counsel, as necessary;
5. Confer with the General Manager pertaining to the conduct of the District’s business;
6. Confer with individual Board members pertaining to the conduct of the District’s business; and
7. Prepare for and attend all Board meetings.

The Board reserves the right to adjust the Attorney's compensation at its sole discretion.

The Attorney shall be compensated at the rate of \$225.00 per hour for time expended on matters outside the scope of this Agreement provided that the Board or General Manager authorizes such additional services in advance.

In addition to the monthly fee shown above, the District agrees to reimburse the Attorney for travel costs, including mileage, meals, and lodging, at rates approved by the District and consistent with the policies of the District and the rates allowed for travel by District employees, as set out in the District Travel Expense Policy.

This Agreement shall not act to confer any benefits of any type or nature upon the Attorney, including but not limited to, any collective bargaining agreement now or hereafter in effect between the District and its employees.

The Attorney agrees to render legal services in a manner that complies with all applicable laws, rules and regulations.

The Attorney is a public officer and a local government attorney, as those terms are used in § 112.313 of the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officers and government attorneys.

This is an *at-will* Agreement. Either party may terminate this Agreement upon 60 days' written notice to the other party. In case of termination, the Attorney shall cooperate with the District in transferring responsibility for legal issues to a successor attorney selected by the District. The Attorney will return all District documents, records and equipment in the Attorney's possession to the District, and the District will compensate the Attorney at the rates shown above for all services rendered prior to the effective date of termination.

This is an agreement for personal services and is not assignable by either party.

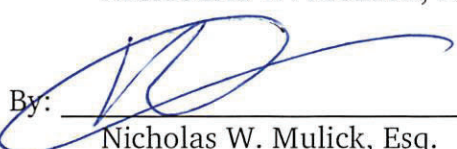
This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.

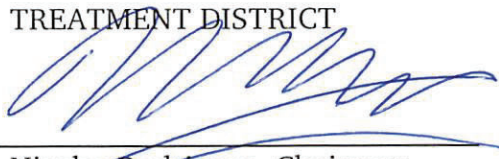
The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

THE PARTIES' CONTACT INFORMATION IS, AS FOLLOWS:

Nicolas Rodriguez, Chairman Key Largo Wastewater Treatment District 103355 Overseas Hwy (PO Box 491) Key Largo, FL 33037 305-451-4019 ext. 220 305-453-5804 facsimile <a href="mailto:nicolas.rodriguez@klwtd.com">nicolas.rodriguez@klwtd.com</a>	Nicholas W. Mulick, Esq. NICHOLAS W. MULICK, PA 91645 Overseas Hwy Tavernier, FL 33070 305-852-9292 305-852-8880 facsimile <a href="mailto:lisa@mulicklaw.com">lisa@mulicklaw.com</a>
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The parties hereby acknowledge and accept the terms of this *Agreement for Legal Services* by their signatures below.

NICHOLAS W. MULICK, PA  
By:   
Nicholas W. Mulick, Esq.  
Dated: September 3, 2024

KEY LARGO WASTEWATER  
TREATMENT DISTRICT  
By:   
Nicolas Rodriguez, Chairman  
Dated: September 3, 2024

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

Meeting Date:

September 16, 2025

Agenda Item Number: O-2

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

## **Amendment to General Manager Agreement**

Summary:

Mr. Mulick will present proposed Amendment to Consultant Agreement - General Manager Services.

### Reviewed / Approved

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

### Financial Impact

\$ 164,642.00

Expense

Funding Source:

District

Budgeted:

Yes

### Attachments

1. Amendment to Consultant Agreement - General Management Services
2. Consultant Agreement - General Management Services

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

General Manager



Date: 09/11/2025

## AMENDMENT TO CONSULTANT AGREEMENT GENERAL MANAGEMENT SERVICES

The *Consultant Agreement for General Management Services* entered into between KEY LARGO WASTEWATER TREATMENT DISTRICT (“District”) and BISHOP, ROSASCO & CO. (“Consultant”) on September 3, 2024, is hereby amended as follows:

1. Paragraph 3 is amended to provide that annual compensation to Consultant for its services shall be \$164,642.00, effective October 1, 2025.
2. Except as modified above, all of the terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

EXECUTED this \_\_\_\_\_ day of September 2025.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

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

By: \_\_\_\_\_  
Peter Rosasco

## CONSULTANT AGREEMENT GENERAL MANAGEMENT SERVICES

THIS AGREEMENT is made and entered into as of the 3 day of September 2024, by and between the *Key Largo Wastewater Treatment District* ("District") and *Bishop, Rosasco & Co.* ("Consultant").

DISTRICT AND CONSULTANT agree as follows:

1. **CONSULTANT DUTIES.** During the term of this Agreement, Consultant shall act as and discharge the duties of the District's General Manager. Consultant agrees that the person designated to act as and discharge the duties contemplated herein shall be Peter Rosasco who may be assisted by Jennifer Johnson.
2. **SERVICES.** Consultant agrees to perform the services described in ATTACHMENT A to this Agreement. The express terms of this Consultant Agreement shall control and supersede any inconsistent terms in ATTACHMENT A.
3. **COMPENSATION.** Consultant shall be compensated in the annual amount of ONE HUNDRED FIFTY-NINE THOUSAND, SIX HUNDRED NINETY-TWO DOLLARS (\$159,692.00) with no benefits of any kind commencing as of October 1, 2024. The District reserves the right to adjust Consultant's compensation at its sole discretion. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for compensation. However, out-of-pocket expense reimbursements will be invoiced to the District with appropriate supporting documentation. Payment shall be made to Consultant on a monthly basis during the term of this Agreement.
5. **TERM & TERMINATION.** This Agreement shall begin on the day and date first above written, and shall run month-to-month until terminated by either party. This is an at-will agreement, and either party may terminate this Agreement for any reason or for no reason, upon SIXTY (60) DAYS' written notice to the other party.
6. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. Consultant acknowledges that its designee, Peter Rosasco, is a Public Official, as that term as used in the Florida Statutes, and is subject to all ethical and other legal constraints imposed on Public Officials.
7. **INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor. The District is interested only in the results of Consultant's efforts, and Consultant shall be solely responsible for the method of performance of its duties under this Agreement, and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.

8. DOCUMENTS. All documents generated by Consultant in the course of providing services to the District are public records. Consultant will provide copies of such records to the District promptly upon request.
9. NON-WAIVER OF IMMUNITY. Notwithstanding the provision of F.S. § 768.28, the participation of the District in this Agreement shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
10. ASSIGNMENT. This is an agreement for personal services, and the District has determined to hire Consultant, based in part on Consultant's representation that Peter Rosasco will be designated as and will be performing the duties enumerated in ATTACHMENT A to this Agreement. Neither Consultant, nor Peter Rosasco, may assign or delegate their rights or obligations under this Agreement; nor may Consultant substitute or designate a person other than Peter Rosasco to perform the duties of General Manager or Jennifer Johnson to assist him in the performance of his duties without specific written consent by the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. ENTIRE AGREEMENT. The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

EXECUTED this 3 day of September 2024.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

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

BISHOP, ROSASCO & CO.

By:   
\_\_\_\_\_  
Peter Rosasco

## ATTACHMENT A

### MANAGEMENT DUTIES

- A. Manage the day-to-day operations of the District in accordance with the District Charter and all applicable laws.
- B. Attend all District Board meetings and prepare District Board meeting agendas in consultation with the District's Board of Commissioners.
- C. Manage and oversee the District's Capital Improvement projects.
- D. Provide to the District Board or individual members thereof, upon request, information, advice, recommendations and data concerning or related to all areas of District operation, including construction, operations, administration and finance.
- E. Serve as intergovernmental liaison between the District and local, state and federal governmental entities including, without limitation, coordination of wastewater treatment service extensions with applicable Comprehensive Land Development Plans, and communication with Public Officials on all matters pertaining to the District.
- F. Interact with the District's lobbyist and appropriate local, state and federal agencies to secure grants and other sources of funding.
- G. Coordinate and consult with the District's Engineer and Counsel.
- H. Ensure complete, accurate and timely governmental filings.
- I. Monitor the operations and billing functions of the District and ensure compliance with the Board's policies and directives.
- J. Coordinate preparation and submittal of annual reports.
- K. Ensure compliance with funding and grant requirements.
- L. Manage and oversee all debt agreements and finance instruments.
- M. Act as custodian of the District's books and records in accordance with F.S. §189.069.
- N. Provide management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.
- O. Assist staff and coordinate with District consultants regarding assessments and rate structure.

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

Meeting Date:

September 16, 2025

Agenda Item Number: O-3

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

## **Amendment to Financial Director Agreement**

Summary:

Mr. Mulick will present proposed Amendment to Consultant Agreement - Financial Director Services.

### Reviewed / Approved

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

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

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

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

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

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

### Financial Impact

\$ 93,916.00

Expense

Funding Source:

District

Budgeted:

Yes

### Attachments

1. Amendment to Consultant Agreement - Financial Director Services
2. Consultant Agreement - Financial Director Services

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

General Manager



Date: 09/11/2025

## AMENDMENT TO CONSULTANT AGREEMENT FINANCIAL DIRECTOR SERVICES

The *Consultant Agreement for Financial Director Services* entered into between KEY LARGO WASTEWATER TREATMENT DISTRICT (“District”) and BISHOP, ROSASCO & CO. (“Consultant”) on September 3, 2024, is hereby amended as follows:

1. Paragraph 3 is amended to provide that annual compensation to Consultant for its services shall be \$93,916.00, effective October 1, 2025.
2. Except as modified above, all of the terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

EXECUTED this \_\_\_\_\_ day of September 2025.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

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

By: \_\_\_\_\_  
Peter Rosasco

## CONSULTANT AGREEMENT FINANCIAL DIRECTOR SERVICES

THIS AGREEMENT is made and entered into as of the 3 day of September 2024, by and between the *Key Largo Wastewater Treatment District* ("District") and *Bishop, Rosasco & Co.* ("Consultant").

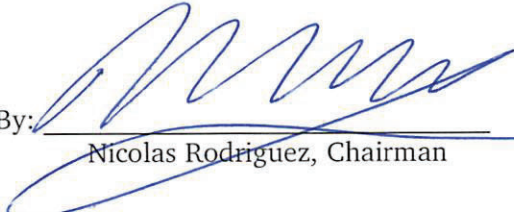
DISTRICT AND CONSULTANT agree as follows:

1. **CONSULTANT DUTIES.** During the term of this Agreement, Consultant shall act as and discharge the duties of the District's Financial Director. Consultant agrees that the person designated to act as and discharge the duties contemplated herein shall be Peter Rosasco who may be assisted by Jennifer Johnson.
2. **SERVICES.** Consultant agrees to perform the services described in ATTACHMENT A to this Agreement. The express terms of this Consultant Agreement shall control and supersede any inconsistent terms in ATTACHMENT A.
3. **COMPENSATION.** Consultant shall be compensated in the annual amount of NINETY-ONE THOUSAND, NINETY-TWO DOLLARS (\$91,092.00) with no benefits of any kind commencing as of October 1, 2024. The Board reserves the right to adjust Consultant's compensation at its sole discretion. Consultant is entitled to reimbursement for out-of-pocket expenses incurred on behalf of the District, specifically including travel expenses.
4. **PAYMENT OF COMPENSATION.** It shall not be necessary for Consultant to invoice the District in order to receive payment for compensation. However, out-of-pocket expense reimbursements will be invoiced to the District with appropriate supporting documentation. Payment shall be made to Consultant on a monthly basis during the term of this Agreement.
5. **TERM & TERMINATION.** This Agreement shall begin on the day and date first above written, and shall run month-to-month until terminated by either party. This is an at-will agreement, and either party may terminate this Agreement for any reason or for no reason, upon SIXTY (60) DAYS' written notice to the other party.
6. **COMPLIANCE WITH LAW.** Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations. Consultant acknowledges that its designee, Peter Rosasco, is a Public Official, as that term as used in the Florida Statutes, and is subject to all ethical and other legal constraints imposed on Public Officials.
7. **INDEPENDENT CONTRACTOR.** Consultant agrees that it is an independent contractor. The District is interested only in the results of Consultant's efforts, and Consultant shall be solely responsible for the method of performance of its duties under this Agreement, and for all withholding taxes, including all federal, state and local taxes, and all worker's compensation insurance.

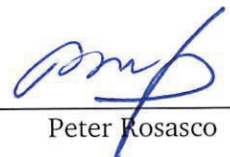
8. DOCUMENTS. All documents generated by Consultant in the course of providing services to the District are public records. Consultant will provide copies of such records to the District promptly upon request.
9. NON-WAIVER OF IMMUNITY. Notwithstanding the provision of F.S. § 768.28, the participation of the District in this Agreement shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
10. ASSIGNMENT. This is an agreement for personal services, and the District has determined to hire Consultant, based in part on Consultant's representation that Peter Rosasco will be designated as and will be performing the duties enumerated in ATTACHMENT A to this Agreement. Neither Consultant, nor Peter Rosasco, may assign or delegate their rights or obligations under this Agreement; nor may Consultant substitute or designate a person other than Peter Rosasco to perform the duties of Financial Director or Jennifer Johnson to assist him in the performance of his duties without specific written consent by the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
11. GOVERNING LAW. This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. ENTIRE AGREEMENT. The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the parties.

EXECUTED this 3 day of September 2024.

KEY LARGO WASTEWATER  
TREATMENT DISTRICT

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

BISHOP, ROSASCO & CO.

By:   
\_\_\_\_\_  
Peter Rosasco

## ATTACHMENT A

### FINANCIAL DUTIES

- A. Maintain accounting system in compliance with Governmental Accounting Standards Board, the uniform accounting system prescribed by the Florida Department of Banking, Finance for Government Accounting, the Rules of the Auditor General, and any other applicable state and federal regulations.
- B. Prepare Public Depositor's Report and distribute to the State Treasurer.
- C. Coordinate with local, state and federal agencies for collection of District revenues, including assessments, fees and charges.
- D. Maintain proper asset and fund accounting procedures.
- E. Assist in the preparation of the District's annual operating and capital budgets.
- F. Prepare quarterly financial reports showing revenues and expenses to date in comparison with budget predictions.
- G. Assist the District auditors by providing requested documentation and information in support of the annual audit and preparation of the District's Comprehensive Annual Financial Report.
- H. Manage and administer the District's financing activities including bank loans, SRF loans, and bonds.
- I. Maintain debt service sinking fund and debt covenant requirements.