



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, May 19, 2026
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: 578-583-005

BOARD MEMBERS:

Nicolas Rodriguez	Chairman
Timothy Maloney	Vice Chairman
Matthew Hardee	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 May 5, 2026	4
G. GENERAL MANAGER	
H. IT	
1. IT Report – April 2026	20
I. CUSTOMER SERVICE	
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J. BUDGET AND FINANCE	
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N. ENGINEERING

1. May 2026 Construction Standards Update 66

O. LEGAL

1. VC Tavernier LLC- 92503 Overseas Hwy, AK No. 1101389; Reso No. 05-2026 - Lofts at Tavernier, Affordable Housing Development. 77

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("THE DISTRICT") IMPOSING A SYSTEM IMPACT CHARGE ("SIC") FOR THE PROPERTY LOCATED AT 92503 OVERSEAS HWY, TAVERNIER, FLORIDA, WITH ALTERNATE KEY NUMBER 1101389; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

2. Blackstone Group Tavernier 925 LLC- 92501 Overseas Hwy, AK No. 1605689; Reso No. 06-2026 - Publix Tavernier Development 85

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("THE DISTRICT") IMPOSING A SYSTEM IMPACT CHARGE ("SIC") FOR THE PROPERTY LOCATED AT 92501 OVERSEAS HWY, TAVERNIER, FLORIDA, WITH ALTERNATE KEY NUMBER 1605689; 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:
May 19, 2026

Agenda Item Number: F-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:
Minutes of May 5, 2026

Summary:
Staff to present the minutes of May 5, 2026, for approval.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Minutes
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 5-14-26
General Manager



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, May 5, 2026

MINUTES

CALL TO ORDER (A)

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

PLEDGE OF ALLEGIANCE (B)

Commissioner Matthew Hardee led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Robert Majeska and Matthew Hardee

Appeared Virtually (voting): Commissioner Timothy Maloney

Appeared Virtually (non-voting): Commissioner Philip Schwartz

Also present: General Manager Peter Rosasco; General Counsel Nicholas Mulick; District Clerk Shannon McCully; Finance Manager Connie Fazio and Jennifer Dempsey; Field Manager Rudy Perez; Plant/Facilities Manager Ryan Dempsey; WWTP Lead Operator Adam Baptiste; Apex Engineering Rob Mathers; IT Support Manny Santana

Appeared Virtually: Apex Engineering Steve Suggs

Guest: Grau and Associates Tony Grau

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (E-1)

Commissioner Majeska requested the addition of items *J-2 Cost of Treatment* and *J-3 Billed vs. Treated*

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

PUBLIC COMMENT (E)

No Speakers.

APPROVAL OF MINUTES (F)

Minutes of April 21, 2026 (G-1)

Motion: Commissioner Majeska made a motion to approve the

Minutes of April 21, 2026. Commissioner Hardee seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)

ACFR Presentation / Financial Audit Results for FY2026 (G-1)

Mr. Tony Grau presented the Audit Results for Fiscal Year 2026.

Grau and Associates Engagement Letter Proposal (G-2)

Mr. Peter Rosasco requested approval for the Grau an Associates Proposed Financial Audit Engagement Letter.

**Motion: Commissioner Majeska made a motion to approve the request.
Commissioner Maloney seconded the motion.**

Vote on Motion:

Commissioner Majeska – Aye

Commissioner Maloney – Aye

Commissioner Hardee – Aye

Commissioner Schwartz – Aye

Chairman Rodriguez – Aye

APEX Capital & Field Expenses (G-3)

Mr. Rosasco presented a summary of reallocations in Capital Expenses and Field Expenses and explained why no budget amendment is necessary.

IT (H)

No report in agenda.

CUSTOMER SERVICE (I)

No report in agenda.

BUDGET AND FINANCE (J)

2nd Quarter Fiscal Year 2026 Financial Reports (J-1)

Ms. Dempsey presented the 2026 2nd Quarter Financial Report.

Cost of Treatment (J-2)

Commissioner Majeska discussed the cost of treatment and requested staff to find the exact dollar amount.

Billed vs. Treated (J-3)

Commissioner Majeska discussed our total wastewater amount treated and how much we bill for.

FIELD (K)

No report in agenda.

PLANT/FACILITIES (L)

Replacement Diffuser Sleeves Purchase (L-1)

Mr. Dempsey requested approval to purchase new diffuser sleeves from Aqua-Aerobics.

Motion: Commissioner Maloney made a motion to approve the request.
Commissioner Majeska seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye
Commissioner Majeska – Aye
Commissioner Hardee – Aye
Commissioner Schwartz – Aye
Chairman Rodriguez – Aye

CAPITAL PROJECTS (M)

No report in agenda.

ENGINEERING (N)

LEGAL (O)

Twin Lakes Stormwater Project ILA (Reso. 04-2026) (O-1)

Mr. Mulick presented Resolution 04-2026.

Motion: Commissioner Hardee made a motion to adopt Resolution 04-2026.
Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Hardee – Aye
Commissioner Maloney – Aye
Commissioner Majeska – Aye
Commissioner Schwartz – Aye
Chairman Rodriguez – Aye

Motion: Commissioner Hardee made a motion to approve Monroe County ILA Twin Lakes Stormwater Project for \$80,000.
Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye
Commissioner Hardee – Aye
Commissioner Majeska – Aye
Commissioner Schwartz – Aye
Chairman Rodriguez – Aye

COMMISSIONER ITEMS (P)

No report in agenda.

ROUNDTABLE DISCUSSION (Q)

Commissioner Majeska confirmed Resolution 05-2026 & 06-2026 for Publix in Tavernier are scheduled for the May 19th Board meeting.

ADJOURNMENT (R)

The meeting was adjourned at 5:39 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal _____



Memorandum

Date: May 5, 2026
To: Peter Rosasco, General Manager
From: Richard Lindsay, Project Engineer
CC:
Regarding: Twin Lakes Stormwater Project ILA – Additional Pricing Proposal

This memorandum is being presented to provide the WSP cost proposal that was received by Apex on April 30th, after Agenda Item O-1 had been prepared by Nick Mullick.

Attached to this memorandum is WSP's proposal for the design of the conflict structure along Shaw Drive, which is intended to resolve the identified conflict between the KLWTD vacuum main and Monroe County's proposed stormwater system.

This laydown item should be considered supplemental to the Interlocal Agreement and RCO Nos. 15–18 provided under Agenda Item O-1. The WSP design proposal is in the amount of \$6,000, which Monroe County is requesting to be reimbursed through the Interlocal Agreement in addition to the costs associated with RCO Nos. 15–18.

Attachment(s): WSP Design Proposal for Design of a Conflict Structure on Shaw Drive



April 28, 2026

Proposal No. 2026US608071

Brandon Curll

Key Largo Wastewater Treatment Plant
103355 Overseas Hwy.
Key Largo, FL 33037

REF: DESIGN OF A CONFLICT STRUCTURE LOCATED ALONG SHAW DRIVE IN KEY LARGO

Dear Mr. Curll

WSP USA Inc. (WSP) is pleased to submit this proposal to Key Largo Wastewater Treatment District (KLWTD) for the design of a conflict structure located along Shaw Drive in Key Largo.

The services include designing a conflict structure along Shaw Drive in Key Largo. The conflict structure will avoid a conflict between a 6" vacuum sewer line and a 15" proposed stormwater drainage pipe, which is part of an overall Monroe County drainage improvement project for the Twin Lakes Subdivision. The design includes sizing the conflict structure to allow the existing 6" vacuum sewer line to pass through the proposed conflict structure, while the proposed 15" is discontinued through the structure. The scope of work also includes providing a red-marked-up drainage plan with all details necessary for the contractor to prepare a set of shop drawings. It also includes coordinating with all project stakeholders, reviewing and approving shop drawings, responding to questions from KLWTD and the contractor, and including the conflict structure as part of the record drawings, which will be prepared at the end of the project.

Based on our experience and understanding of the project requirements, we propose to perform the outlined scope of services for a lump sum of \$6,000. We will begin work on this effort with authorization to proceed, to avoid further delays on the Twin Lakes Roadway and Drainage improvement project.

If the terms and conditions outlined in the attached Agreement for Consulting Services are satisfactory, please sign where indicated and return. WSP will return one fully executed original to you for your records.

WSP USA Inc.


Luis Soto, PE
Sr. Vice-President


Greg Corning, PE
Assistant Vice President, FL Civil Design Team Lead

LS/GC/sg

Attachments: WSP Agreement for Consulting Services

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proposal_2026us608071_04-28-2026.docx

WSP USA Inc.
5411 Skycenter Drive, Suite 650, Tampa, FL 33606



AGREEMENT FOR CONSULTING SERVICES (EARTH AND ENVIRONMENT)

..... ("CLIENT") and
WSP USA Inc. ("CONSULTANT") agree
this ____ day of _____, 20____ that the following terms and conditions will apply to any services,
including subsequent services and changes, (collectively "Services") to be provided by CONSULTANT relating to Proposal No.
2026US608071 dated April 28, 2026 (collectively
the "Agreement"):

1. STANDARD OF CARE

Services performed by CONSULTANT will be conducted in a manner consistent with that level of care and skill ordinarily exercised by other reputable professionals practicing contemporaneously, under similar conditions, in the same locality, subject to the time limits and financial, physical, or other constraints applicable to the Services. No warranty, guaranty, or representation, express or implied is made or intended by this Agreement, or in any communication (oral or written), report, opinion, document or instrument of service, and the same are specifically disclaimed, including the implied warranties of merchantability and fitness for a particular purpose.

2. INVOICES AND PAYMENT TERMS

- A. Unless otherwise specified in any proposal, CONSULTANT will submit monthly invoices to CLIENT and a final bill upon completion of Services. CLIENT shall notify CONSULTANT within ten (10) days of receiving an invoice of any dispute with the invoice and the parties shall promptly resolve any disputed items. If notice is not received within (10) days of receiving the invoice, the invoice is deemed to be correct, and CLIENT shall pay CONSULTANT the full sum according to the invoice. Full payment is due prior to delivery of CONSULTANT'S final deliverable. All monies due to CONSULTANT shall be paid in US \$ (Dollars) unless specifically detailed otherwise. CLIENT shall pay all conveyance, transfer and recording fees and taxes, if any, imposed on any transfer of, or construction, on property contemplated by this Agreement. Payment on undisputed invoice amounts is due upon receipt of invoice by CLIENT and is past due thirty (30) days from the date of the invoice. CLIENT agrees to pay a finance charge of one and one-half percent (1-1/2%) per month (18% per annum) compounded daily, or the maximum rate allowed by law, on past due accounts. If payment remains past due sixty (60) days from the date of the invoice, then CONSULTANT shall have the right to suspend or terminate all Services under this Agreement, without prejudice or penalty. CLIENT will pay all reasonable demobilization and other suspension or termination costs. CLIENT agrees to pay attorneys' fees, legal costs and all other collection costs incurred by CONSULTANT in pursuit of past due payments.
- B. Where the cost estimate for the Services is "not to exceed" a specified sum, CONSULTANT shall notify CLIENT before each limit is exceeded, and shall not continue to provide Services beyond such limit unless CLIENT authorizes an increase in the amount of the limitation. If a "not to exceed" limitation is broken down into budgets for specific tasks, the task budget may be exceeded without CLIENT authorization as long as the total limitation is not exceeded.
- C. If CONSULTANT is required by the CLIENT to provide additional services outside the scope of the Services set out in the proposal, the CLIENT shall make payment according to the hourly rates and sums set out in the proposal.
- D. Support for depositions, response to Subpoenas, legal or regulatory proceedings, and expert testimony shall be charged at 150% of the labor rates set forth in the proposal.

3. CHANGES

CLIENT and CONSULTANT recognize that it may be necessary to modify the scope of Services, schedule, and/or cost estimate proposed in this Agreement. To the extent such modifications change the Services, schedule, and/or the cost, the parties shall mutually agree upon equitable adjustment as appropriate under the circumstances. CONSULTANT shall notify CLIENT in a timely manner when it has reason to believe a change to the Agreement is warranted. CONSULTANT shall prepare a change order

request outlining the changes to the scope, schedule, and/or cost. CLIENT has a duty to promptly consider the change order request and advise CONSULTANT in a timely manner in writing on how to proceed. If, after a good faith effort by CONSULTANT to negotiate modifications to the scope of Services, schedule, and/or cost estimate, an agreement has not been reached with the CLIENT, then CONSULTANT shall have the right to terminate this Agreement, without prejudice or penalty, upon written notice to the CLIENT. CONSULTANT agrees to exercise diligence in the performance of its Services consistent with the agreed upon project schedule, subject to the exercise of the generally accepted standard of care for performance of such services, as stated in Article 1, Standard of Care.

4. DELAYS AND FORCE MAJEURE

- A. If site or other conditions prevent or inhibit performance of Services or if unrevealed hazardous materials or differing site conditions are encountered, Services under this Agreement may be delayed. The schedule and contract completion date shall be extended accordingly, and CLIENT shall pay CONSULTANT for Services performed to the delay commencement date plus reasonable delay charges. Delay charges shall include personnel and equipment rescheduling and/or reassignment adjustments and all other related costs incurred including but not limited to, labor and material escalation, and extended overhead costs, attributable to such delays. CLIENT shall not hold CONSULTANT responsible for damages or delays in performance caused by acts or omissions of CLIENT, its subcontractors, site conditions or conditions related to unrevealed hazardous materials which prevent or inhibit performance of Services.
- B. Neither party shall be deemed in default of this Agreement to the extent that any delay or failure in the performance of its obligations (other than the payment of money) results, without its fault or negligence, from any cause beyond its reasonable control, such as governmental authorities, regulatory agencies, civil or labor unrest, epidemics or pandemics, acts of God, nature, or terror, disruptions of the Internet, electronic telecommunications or hosting services or any other events that are beyond the reasonable control of the parties. In the event of any such delays, then the party whose performance is delayed or impaired by such condition shall give prompt written notice to the other party as to the nature and anticipated extent of the delay or impairment. CONSULTANT shall be granted a time extension, and the parties will negotiate an equitable adjustment to the price of any affected Services, where appropriate, based upon the effect of the Force Majeure on CONSULTANT's performance.
- C. Delays in excess of thirty (30) days within the scope of this Article shall, at the option of either party, make this Agreement subject to termination or to renegotiation.

5. INDEPENDENT JUDGMENTS OF CLIENT

If the Services include the collection of samples and data, then CONSULTANT'S obligation to perform those Services is subject to CLIENT's assumption of all Subsurface Risks (such risks being more fully described in Article 12, Subsurface Risks). CONSULTANT will not be responsible for the independent conclusions, interpretations, interpolations or decisions of CLIENT, or others, relating to the Services. Under no circumstances do CONSULTANT'S Services include making any recommendation or giving any advice as to whether CLIENT should or should not proceed with any transaction regarding any site related to the Services. CLIENT assumes all responsibility and risk associated with decisions it makes based on the Services.

6. INDEMNIFICATION

- A. To the maximum extent allowed by law, CONSULTANT agrees to indemnify, but not defend, CLIENT and its officers, directors, and employees from and against all claims, damages, losses, or expenses arising from personal injury, death, or damage to third-party property, and for reimbursement of defense costs, to the extent that all such claims, damages, losses, expenses, or costs are finally determined to be proximately caused by CONSULTANT'S negligence. Such indemnification, as limited by Article 7, Limitation of Liability, shall be CLIENT's sole and exclusive remedy against CONSULTANT.
- B. To the maximum extent allowed by law, CLIENT shall, at all times, defend, indemnify and save harmless CONSULTANT and its subcontractors, consultants, agents, officers, directors and employees from and against all claims, damages, losses and expenses (including but not limited to reasonable attorneys' fees, and court and arbitration costs), arising out of or resulting from the Services of CONSULTANT, including but not limited to claims made by third parties, or any claims against CONSULTANT arising from the acts, errors or omissions of CLIENT, its employees, agents, contractors and subcontractors or



others. To the fullest extent permitted by law, such indemnification shall apply regardless of breach of contract or strict liability of CONSULTANT. Such indemnification shall not apply to the extent that such claims, damages, losses, or expenses are finally determined to be proximately caused by CONSULTANT'S negligence.

7. LIMITATION OF LIABILITY

- A. CLIENT shall immediately notify CONSULTANT in writing of any deficiencies or suspected deficiencies arising directly or indirectly from CONSULTANT'S negligent acts, errors, or omissions. Failure by CLIENT to notify CONSULTANT shall relieve CONSULTANT of any further responsibility and liability for such deficiencies. To the extent permitted by law, CLIENT and CONSULTANT agree that all liability arising directly or indirectly from this Agreement or the Services of CONSULTANT shall expire no later than one (1) year from the date of CONSULTANT'S acts, errors, or omissions or prior to the last date allowed in the applicable statute of limitation, whichever occurs first in time.
- B. CLIENT AGREES TO LIMIT THE LIABILITY OF CONSULTANT, ITS AFFILIATES, AND THEIR RESPECTIVE EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONSULTANTS AND SUBCONTRACTORS ("CONSULTANT GROUP") TO CLIENT, ITS EMPLOYEES, OFFICERS, DIRECTORS, AGENTS, CONSULTANTS AND SUBCONTRACTORS, WHETHER IN CONTRACT, TORT, OR OTHERWISE, WHICH ARISES FROM CONSULTANT'S ACTS, NEGLIGENCE, ERRORS OR OMISSIONS, SUCH THAT THE TOTAL AGGREGATE LIABILITY OF THE CONSULTANT GROUP TO ALL THOSE NAMED SHALL NOT EXCEED FIFTY THOUSAND DOLLARS (\$50,000) OR CONSULTANT'S TOTAL FEE FOR THE SERVICES RENDERED UNDER THIS AGREEMENT, WHICHEVER IS GREATER.
- C. NEITHER PARTY SHALL BE RESPONSIBLE TO THE OTHER FOR LOST REVENUES, LOST PROFITS, COST OF CAPITAL, CLAIMS OF CUSTOMERS, LOSS OF DATA OR ANY OTHER SPECIAL, INDIRECT, CONSEQUENTIAL, OR PUNITIVE DAMAGES.
- D. In consideration of the promises contained herein and for other separate, valuable consideration, the receipt and sufficiency of which are hereby acknowledged, CLIENT acknowledges and agrees that (i) but for the Limitation of Liability, CONSULTANT would not have performed the Services; (ii) it has had the opportunity to negotiate the terms of the Limitation of Liability; (iii) the Limitation of Liability amount may differ from the amount of professional liability insurance carried by CONSULTANT; (iv) the Limitation of Liability is merely a limitation of, and not an exculpation from, CONSULTANT'S liability; (v) the Limitation of Liability is an agreed remedy; and (vi) the Limitation of Liability amount is neither nominal nor a disincentive to CONSULTANT performing the Services in accordance with the Standard of Care.

8. INSURANCE

- A. CONSULTANT maintains insurance coverage with the following limits:
 - (i) Workers' Compensation in compliance with statutory limits
 - (ii) Automobile Liability

Combined Single Limit	\$5,000,000
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 - (iii) Commercial General Liability:

Each Occurrence	\$3,500,000
General Aggregate	\$7,000,000
 - (iv) Professional Liability Insurance

Any One Claim	\$1,000,000
Policy Aggregate	\$3,000,000
- B. CLIENT shall not require CONSULTANT to sign any document or perform any Service which in the judgment of CONSULTANT would risk the availability or increase the cost of its Professional or Commercial General Liability insurance.

9. PROFESSIONAL WORK PRODUCT

- A. The Services provided by CONSULTANT are intended for the exclusive use by CLIENT to the extent intended by the Services. All documents, including but not limited to, reports, plans, designs, boring logs, field data, field notes, laboratory test data, calculations, and estimates and all electronic media prepared by CONSULTANT are considered its professional work product (the "Documents"). CONSULTANT retains all rights to the Documents.

- B. CLIENT understands and acknowledges that the Documents are not intended or represented by CONSULTANT to be suitable for reuse by any party, including, but not limited to, the CLIENT, its employees, agents, subcontractors, or subsequent owners on any extension of a specific project not covered by this Agreement or on any other project, whether CLIENT's or otherwise, without CONSULTANT'S prior written permission. CLIENT agrees that any reuse unauthorized by CONSULTANT will be at CLIENT's sole risk and that CLIENT will defend, indemnify, and hold CONSULTANT harmless from any loss or liability resulting from the reuse, misuse, or negligent use of the Documents.
- C. If included as part of the scope of Services, CONSULTANT will provide cost estimates based upon CONSULTANT's experience on similar projects, which are not intended for use by CLIENT or any other party in developing firm budgets or financial models, or in making investment decisions. Such cost estimates represent only CONSULTANT's judgment as a professional and, if furnished, are only for CLIENT's general guidance and are not guaranteed as to accuracy.

10. DATA AND INFORMATION

- A. **Project Information.** Before the commencement of Services by CONSULTANT or its subcontractors, and continuing thereafter, CLIENT shall immediately notify CONSULTANT of any known or potential health or safety hazards, hazardous substances or conditions existing on or near the project site. Furthermore, CLIENT shall promptly provide CONSULTANT with all relevant, reports data, studies, plans, specifications, documents, and information in its possession relating to the site history, to the project, and to the environmental, geologic, and geotechnical surface and subsurface conditions of the site and surrounding areas ("Project Information") or any other information related to the project that CONSULTANT may reasonably request. CONSULTANT shall be entitled to rely upon the Project Information provided by CLIENT or others and CONSULTANT assumes no responsibility or liability for the accuracy or completeness of such. CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury or loss allegedly arising from incomplete Project Information, errors, omissions, or inaccuracies in the Project Information. CONSULTANT will not be responsible for any interpretations or recommendations generated or made by others, which are based, whole or in part, on CONSULTANT'S data, interpretations, or recommendations.
- B. **Personal Information.** Each Party shall at all times comply with the requirements of applicable personal privacy legislation with respect to the collection, use and disclosure of personal information in connection with this Agreement. Client warrants that any such personal information (including personally identifiable information) was processed in compliance with all applicable laws.

11. RIGHT OF ENTRY

CLIENT will provide for the right of entry for CONSULTANT, its subcontractors, and all necessary equipment in order to complete the Services under this Agreement. If CLIENT does not own the site, CLIENT shall obtain permission and execute any required documents for CONSULTANT to enter the site and perform Services. CLIENT shall at its cost and at such times as may be required by CONSULTANT for the successful and timely completion, to the extent applicable, of the Services; (i) provide an adequate area for CONSULTANT's site office facilities, equipment storage, and employee parking; (ii) furnish all construction utilities and utilities releases necessary for the Services; (iii) provide the locations of all subsurface structures, including piping, tanks, cables, and utilities; (iv) approve all locations for digging and drilling operations; and (v) obtain all permits and licenses necessary and required to be taken out in CLIENT's name for the Services. It is understood by CLIENT that in the normal course of work some surface damage may occur, the restoration of which is not part of this Agreement.

12. SUBSURFACE RISKS

- A. Special risks occur whenever engineering or related disciplines are applied to identify subsurface conditions. Even a comprehensive sampling and testing program implemented in accordance with a professional Standard of Care may fail to detect certain conditions. The environmental, geological, geotechnical, geochemical, hydrogeological, and other conditions that CONSULTANT interprets to exist between sampling points may differ from those that actually exist. Furthermore, CLIENT recognizes that, passage of time, natural occurrences, direct or indirect human intervention at or near the site may substantially alter discovered conditions.
- B. Subsurface sampling may result in damage or injury to underground structures or utilities and unavoidable contamination of certain subsurface areas not known to be previously contaminated such as, but not limited to, a geologic formation, the

groundwater, or other hydrous body. CONSULTANT will adhere to the standard of care during the conduct of any subsurface investigation. When the Services include subsurface sampling, CLIENT waives any claim against CONSULTANT, and agrees to defend, indemnify, and hold CONSULTANT harmless from any claim or liability for injury, loss, or expense (including but not limited to legal fees) which may arise as a result of alleged or actual cross-contamination caused by any subsurface investigation or any damage or injury to underground structure, formation, body, or utilities.

13. DISPOSAL OF SAMPLES, MATERIALS AND CONTAMINATED EQUIPMENT

- A. All samples obtained pursuant to this Agreement remain the property and responsibility of CLIENT. Uncontaminated soil and rock samples or other specimens may be disposed of thirty (30) days after submission of the work product due pursuant to the Proposal. Upon written request, CONSULTANT will store uncontaminated samples for longer periods of time or transmit the samples to CLIENT for a mutually acceptable charge.
- B. All contaminated samples and materials (containing or potentially containing hazardous constituents), including, but not limited to soil cuttings, contaminated purge water, and/or other environmental wastes obtained pursuant to this Agreement remain the property and responsibility of CLIENT and shall be returned to CLIENT for proper disposal. All laboratory and field equipment that cannot readily and adequately be cleansed of its hazardous contaminants shall become the property and responsibility of CLIENT. All such equipment shall be charged and turned over to CLIENT for proper disposal. Alternate arrangements to assist CLIENT with proper disposal of such equipment, materials and samples may be made at CLIENT's direction and expense unless otherwise specified in a separate Agreement or addendum to this Agreement. In such event, CLIENT agrees to have a representative available to sign all certifications, manifests, and other documents reasonably required by CONSULTANT and associated with the transportation, treatment and disposal, or handling of hazardous substances, waste, or materials from the project property site, and derived from CONSULTANT'S performance of the Services, including investigation derived wastes. If such CLIENT representative is unavailable and CONSULTANT is required to execute any such documents on CLIENT's behalf, CLIENT acknowledges that CONSULTANT shall be acting only as offeror on behalf of CLIENT. It is understood and agreed that CONSULTANT is not, and has no responsibility as, a handler, generator, operator, treater, storer, arranger, transporter, or disposer of hazardous substances, waste or materials found or identified at or around the project site property. CLIENT agrees to waive any claim against CONSULTANT and to defend, indemnify and hold CONSULTANT harmless from and against any claims, losses, damages, expenses (including, but not limited to, legal fees), and liabilities of any type arising out of the discovery and disposal of any alleged or actual hazardous substances, wastes or materials found or identified at or around the project site property.

14. CONTROL OF WORK AND JOB-SITE SAFETY

- A. CONSULTANT shall be responsible only for its activities and that of its employees and subcontractors. CONSULTANT'S Services under this Agreement are performed for the sole benefit of the CLIENT and no other entity shall have any claim against CONSULTANT because of this Agreement or the performance or nonperformance of Services hereunder. CONSULTANT will not direct, supervise or control the work of other consultants and contractors or their subcontractors. CONSULTANT does not guarantee the performance of, and shall have no responsibility for, the acts or omissions of any other contractor, subcontractor, supplier, or other entities furnishing materials or performing any work on the project.
- B. Insofar as job site safety is concerned, CONSULTANT is responsible only for the health and safety of its employees and subcontractors. Nothing herein shall be construed to relieve CLIENT or any other consultants or contractors from their responsibilities for maintaining a safe job site. CONSULTANT shall not advise on, issue directions regarding, or assume control over safety conditions and programs for others at the job site. Neither the professional activities of CONSULTANT, nor the presence of CONSULTANT or its employees and subcontractors, shall be construed to imply that CONSULTANT controls the operations of others or has any responsibility for job site safety.

15. PUBLIC RESPONSIBILITY

CLIENT has a duty to comply with applicable codes, standards, regulations, and ordinances, with regard to public health and safety. While CONSULTANT performs the Services, it will endeavor to alert CLIENT to any matter of which CONSULTANT becomes aware and believes requires CLIENT's immediate attention to help protect public health and safety, or which CONSULTANT believes requires CLIENT to issue a notice or report to certain public officials, or to otherwise comply with

applicable codes, standards, regulations, or ordinances. If CLIENT decides to disregard CONSULTANT'S recommendations in these respects, (i) CONSULTANT shall determine in its sole judgment if it has a duty to notify public officials, and (ii) CONSULTANT has the right immediately to terminate this Agreement upon written notice to the CLIENT and without penalty. In states where there is a legal obligation for a licensed professional (employed by CONSULTANT or CONSULTANT as a company) to report an observed release of a hazardous material or petroleum product to the environment, an imminent threat to human health or the environment, or other incident (as defined by applicable law) to a regulatory agency, CONSULTANT shall make reasonable efforts to first notify the CLIENT and its Counsel regarding the nature and timing of the required notification, but in any case will comply with the applicable legal requirements with regard to reporting.

16. NOTIFICATION AND DISCOVERY OF HAZARDOUS MATERIALS

- A. Prior to commencing the Services and as required by Article 10, Data and Information, CLIENT shall furnish to CONSULTANT all documents and information known to CLIENT that relate to past or existing conditions of the site and surrounding area, including the identity, location, quantity, nature, or characteristics of any hazardous materials or suspected hazardous materials or subterranean utilities. CONSULTANT may rely on such information and documents. CLIENT hereby warrants that, if it knows or has any reason to assume or suspect that hazardous materials may exist at the project site, it has so informed CONSULTANT.
- B. CLIENT acknowledges that if unanticipated hazardous materials or suspected hazardous materials are discovered on the project site property or on properties surrounding or adjacent to such site, it is CLIENT's responsibility, and not CONSULTANT'S, to inform the owner of any affected property not owned by CLIENT of such discovery. CLIENT also recognizes that any such discovery may result in a significant reduction of the property's value. CLIENT waives any claim against CONSULTANT and agrees to defend, indemnify, and hold harmless CONSULTANT from any claim or liability for injury or loss of any type arising from the discovery of hazardous materials or suspected hazardous materials on the project property site or on surrounding property, whether or not owned by CLIENT. CLIENT agrees that discovery of unanticipated hazardous materials shall constitute a changed condition for which CONSULTANT shall be fairly compensated.

17. TERMINATION

Either party may terminate this Agreement as a result of a material breach of the other party if the other party does not commence and continue to cure the breach within thirty (30) days of receipt of written notice of the breach from the non-breaching party. In the event of termination, CONSULTANT shall be paid for Services performed to the termination notice date, reasonable termination expenses, and a portion of its anticipated profits not less than the percentage of the contract services performed as of the termination notice date. CONSULTANT may complete such analyses and records as are necessary to complete its files and may also complete a report on the Services performed to the date of notice of termination or suspension. The expenses of termination or suspension shall include all direct costs of CONSULTANT in completing such analyses, records, and reports.

18. DISPUTES

- A. **Dispute Resolution by Senior Management.** Any controversy, claim, or disagreement arising out of or relating to this Agreement shall be referred to senior management of each Party for a resolution. If the senior management is able to resolve the dispute, such resolution shall be binding on the Parties. In the event the senior management is unable to resolve the dispute within thirty (30) business days (or such other period as the Parties may agree upon) of referral, each Party shall have the right to pursue any other rights or remedies that may be available at law or equity, subject to this Article.
- B. **Litigation.** This Agreement shall be deemed to be a contract made under the laws of the state of New York, and for all purposes shall be construed in accordance with the laws thereof. Client agrees that any and all disputes between the parties under or relating to the terms and conditions of this Agreement shall be fully and completely adjudicated in any federal or state court located in the state of New York and Client completely and entirely waives any and all jurisdictional defenses it may have now or in the future to the jurisdictional reach of such courts. CLIENT hereby waives the right to trial by jury for any disputes arising out of this Agreement.
- C. **Attorneys' Fees and Costs.** In the event that one party makes a claim against the other, at law or otherwise, and then fails to prove such claim, then the prevailing party shall be entitled to all costs, including attorneys' fees incurred in defending

against the claim. The term “prevailing party” shall be defined as the party that recovers at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial. Conversely, any party defending a claim shall be determined the “prevailing party” if the party asserting a claim fails to recover at least fifty percent (50%) of the amount of its claim as identified on the first day of any trial.

19. INTELLECTUAL PROPERTY

- A. If the Services require CONSULTANT to provide CLIENT with the right to use or access proprietary CONSULTANT software, programs, information management solutions, hosting services, technology, designs, information, or data ("CONSULTANT Products"), CONSULTANT grants CLIENT during the term of the project a non-exclusive, non-transferable, non-assignable license to use the CONSULTANT Products for CLIENT’s internal purposes, solely in connection with the Services. Except for this limited license, CONSULTANT expressly reserves all other rights in and to the CONSULTANT Products.
- B. CONSULTANT’S Right to Use CLIENT Materials - If the Services require CLIENT to provide CONSULTANT with the right to use or access proprietary CLIENT software, programs, technology, information, or data (“CLIENT Products”), CLIENT grants CONSULTANT a perpetual, non-exclusive, non-transferable, non-assignable, royalty free world-wide license to use and access the CLIENT Product as necessary to provide CLIENT with Services.
- C. Intellectual Property General - CONSULTANT shall own all Intellectual Property (as hereinafter defined) associated with the Services and the CONSULTANT Products, together with any modifications, updates, or enhancements to said Intellectual Property. CONSULTANT grants no right or license to such Intellectual Property to CLIENT except as expressly provided in this Agreement. CLIENT conveys to CONSULTANT any interest in any such Intellectual Property rights that, notwithstanding the foregoing, would otherwise be deemed by law to vest in CLIENT. “Intellectual Property” includes patents, patent applications, trademarks, trademark applications, copyrights, moral rights or other rights of authorship and applications to protect or register the same, trade secrets, industrial rights, know-how, privacy rights and any other similar proprietary rights under the laws of any jurisdiction in the world. CONSULTANT may use and publish the CLIENT’s name and give a general description of the Services rendered by CONSULTANT for the purpose of informing other clients and potential clients of CONSULTANT’S experience and qualifications.
- D. CONSULTANT shall use reasonable efforts to provide the Services without infringing on any valid patent or copyright and without the use of any confidential information that is the property of others; provided, however, reasonable efforts of CONSULTANT shall not include a duty to conduct or prepare a patent or copyright search and/or opinion. If CONSULTANT performs its Services in a manner consistent with the above, then to the fullest extent permitted by law, CLIENT shall indemnify, defend, and hold harmless CONSULTANT and its officers, directors, agents and employees against all liability, cost, expense, attorneys’ fees, claims, loss, or damage arising from any alleged or actual patent or copyright infringement resulting from the Services under this Agreement.

20. INFORMATION MANAGEMENT

Some CONSULTANT Products may be offered to CLIENT via the Internet and some CONSULTANT Products may utilize wireless radio communications. Atmospheric, meteorological, topographical, and other conditions can affect the performance of any wireless device, software, or technology (including, but not limited to information management solutions, hosting services, ftp, and extranet services), just as application size, traffic, bottlenecks, and other conditions can affect Internet access and upload and download speeds. CLIENT acknowledges that these types of conditions and other similar conditions are beyond the reasonable control of CONSULTANT and that CONSULTANT makes no representations or guarantees that CLIENT will be able to access any particular CONSULTANT Product at any given time without any error or interruption.

21. MISCELLANEOUS

- A. This Agreement supersedes all other agreements, oral or written, and contains the entire agreement of the parties. No cancellation, modification, amendment, deletion, addition, waiver, or other change in this Agreement shall have effect unless specifically set forth in writing signed by the party to be bound thereby. Titles in this Agreement are for convenience only.

- B. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns provided that it may not be assigned by either party without consent of the other. It is expressly intended and agreed that no third-party beneficiaries are created by this Agreement, and that the rights and remedies provided herein shall inure only to the benefit of the parties to this Agreement.
- C. Nothing contained in this Agreement shall be construed as constituting a joint venture or partnership between the CLIENT and CONSULTANT. The relationship between the CLIENT and CONSULTANT is that of an independent contractor and client, respectively, and under no circumstances shall either party be deemed agents or representatives of the other. Neither party shall have the right to enter into any contracts or commitments in the name of or on behalf of the other party in any respect whatsoever, unless otherwise agreed by the terms of this Agreement.
- D. Unless otherwise agreed to in writing by CONSULTANT and CLIENT, neither party shall directly or indirectly solicit, hire or retain, or knowingly cause a third party to solicit, hire or retain, during the term of this Agreement and for a period of one (1) year after the date on which this Agreement terminates, any employee of the other party who works on the preparation of the Proposal or otherwise performs Services under or in connection with this Agreement. Nothing herein shall prevent either party from hiring any individual who responds to a general advertisement for services.
- E. The words in this Agreement shall bear their natural or defined meaning. The parties have each had full opportunity of obtaining legal advice and accordingly any rule of construction to the effect that any ambiguity is to be resolved against the drafting party shall not be applicable in the interpretation of this Agreement.
- F. CLIENT acknowledges and agrees that CONSULTANT can retain subconsultants, who may be affiliated with CONSULTANT, to provide Services for the benefit of CONSULTANT. CONSULTANT will be responsible to CLIENT for the Services and work done by all of its subconsultants and subcontractors, collectively to the maximum amount stated in Article 7 Limitation of Liability. CLIENT agrees that it will only assert claims against and seek to recover losses, damages, or other liabilities from CONSULTANT and not CONSULTANT'S affiliated companies.
- G. No waiver of any right or remedy in respect of any occurrence on one occasion shall be deemed a waiver of such right or remedy in respect of such occurrence on any other occasion.
- H. All representations and obligations (including without limitation the obligation of CLIENT to indemnify CONSULTANT in Article 6 and the Limitation of Liability in Article 7) shall survive indefinitely the termination of the Agreement. CLIENT acknowledges that it may not use CONSULTANT'S name or any reference to the Services in any press release or public document without the express, written consent of CONSULTANT.
- I. Any provision, to the extent found to be unlawful or unenforceable, shall be stricken without affecting any other provision of the Agreement, so that the Agreement will be deemed to be a valid and binding agreement enforceable in accordance with its terms.
- J. All questions concerning the validity and operation of this Agreement and the performance of the obligations imposed upon the parties hereunder shall be governed by the laws of New York unless the law of another jurisdiction must apply for this Agreement to be enforceable.
- K. The duties and obligations imposed by this Agreement and the rights and remedies available hereunder shall be in addition to and not a substitution to any duties, obligations, rights and remedies otherwise available by applicable law.
- L. All notices required or permitted to be given hereunder, shall be deemed to be properly given if delivered in writing via e-mail, regular mail, hand delivery or express courier addressed to CLIENT or CONSULTANT, as the case may be, at the addressee set forth in the Proposal Acceptance Form in regard to the CLIENT, and as listed on the Proposal in regard to CONSULTANT, with postage thereon fully prepaid if sent by mail or express courier.
- M. Any signature (including any electronic symbol or process attached to, or associated with, a contract or other record and adopted by a Person with the intent to sign, authenticate or accept such contract or record) hereto or to any resulting Work Order, and any contract formation or record-keeping through electronic means shall have the same legal validity and



enforceability as a manually executed signature or use of a paper-based recordkeeping system, to the fullest extent permitted by applicable law, including the Federal Electronic Signatures in Global and National Commerce Act, the New York State Electronic Signatures and Records Act, or any similar state law based on the Uniform Electronic Transactions Act. The parties hereby waive any objection to the contrary.

N. CLIENT represents and warrants that the individual signing this Agreement is an authorized representative of CLIENT and has authority to bind the CLIENT.

22. AUTHORIZATION TO PROCEED

By signing below, CLIENT hereby authorizes CONSULTANT to proceed with the Services outlined in the Proposal and in accordance with this Agreement, which includes terms relating to *payment, limitation of liability, insurance, and indemnity*, among many other important provisions. CLIENT also represents that any “purchase order” type document which CLIENT may issue after executing this Agreement, shall be for administrative or accounting purposes only, and that this Agreement shall supersede any such terms or conditions attached thereto in governing the performance of the Services, and any such terms or conditions shall be void and without binding effect.

_____ (CONSULTANT)	_____ (CLIENT)
_____ Signature	_____ Signature
_____ Name	_____ Name
_____ Title	_____ Title
_____ Date	_____ Date

Please address invoices to:	Please address deliverables & notices* to:
ATTN:	ATTN:
Phone:	Phone:
Email:	Email:

**All notices required or permitted to be given hereunder shall be in writing and shall be delivered in person, sent by facsimile machine, mailed, or emailed and properly addressed and stamped with the required postage to the intended recipient.*

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

Meeting Date:
May 19, 2026

Agenda Item Number: H-1

Action Required:
No

Department:

IT

Sponsor:

Manny Santana

Subject:

IT Report - April 2026

Summary:

Mr. Santana will present the IT monthly report.

Reviewed / Approved

Financial Impact

Attachments

Operations: _____

\$

1. Monthly Report

Administration: _____

Finance: _____

Funding Source:

District Counsel: _____

N/A

District Clerk: _____

Budgeted:

Engineering: _____

N/A

Approved By: _____


General Manager

Date: _____

5-14-26

IT

The IT Department received 318 tickets and completed 327 tickets in April.

Project	Cost	Description
PAM	Budgeted	The Privileged Access Management solution has been implemented and is currently operating in audit mode for monitoring and validation prior to full enforcement
DNS Protection	Budgeted	DNS Protection has been implemented to enhance network security and provide additional protection against malicious or unauthorized web traffic.

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

Meeting Date:
May 19, 2026

Agenda Item Number: I-1


Action Required:
No

Department: Customer Service Sponsor: Alex Irizarry

Subject:
Customer Service Report - April 2026

Summary:
Mr. Irizarry will present the Customer Service monthly report.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 5-14-26
General Manager

Key Largo Wastewater Treatment District Customer Service Report

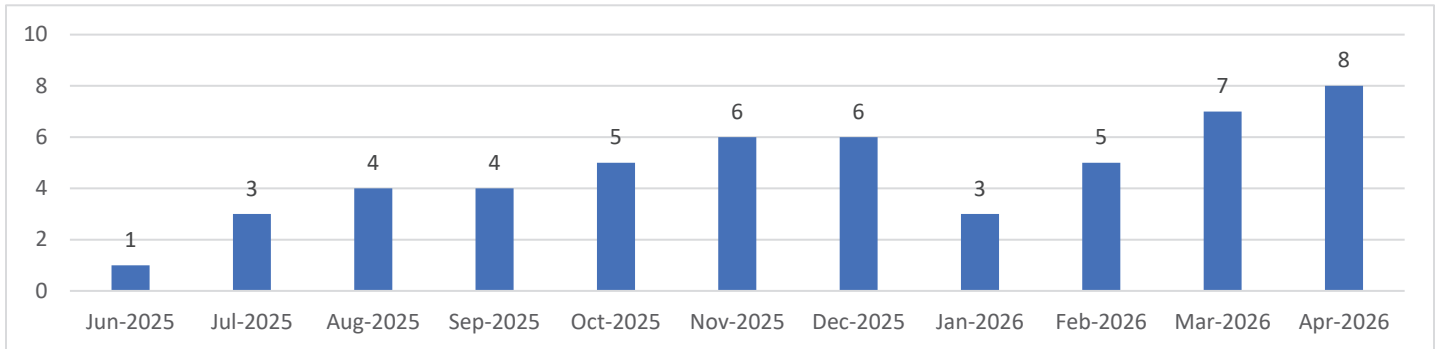
April 2026

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

Customer Service Requests

	Total
Billing	8
Demo	3
Field Department	10
Locate	3
MOD	7
NOA	4
Tie In Non Res	1
Tie In Res	5
Total	41

Number of Completed Wastewater Connections



Completed Wastewater Connections of 8 Residential Properties:

- 1025 Snapper Ln
- 991 Valencia Rd
- 140 Old Fashion Rd
- 224 James Ave
- 150 Long Key Rd
- 109 Point Pleasant Dr
- 165 Ocean Shores Dr
- 1025 Snapper Ln

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

Meeting Date:
May 19, 2026

Agenda Item Number: J-1

Action Required:
No

Department: Budget and Finance Sponsor: Jen Dempsey

Subject:
Budget and Finance Report - April 2026

Summary:
Ms. Dempsey will present the Budget and Finance monthly report.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 5-14-26
General Manager

April 2026

Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	\$5,184,334.56

Next payment: July 2026: \$779,480.33

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$682,774.77	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$199,794.69	
Islamorada Revenue	\$111,339.60	
Interest Income	\$101,083.24	
Grant Revenue (includes Stewardship and ACOE reimbursements, if applicable)	\$0.00	
District Expenditures (checks written)		\$752,113.27
Payroll		\$165,161.75
Total:	\$1,094,992.30	\$917,275.02

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
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	10,214 (9,337 Residential 877 Commercial)	\$670,479.78
July 2024	10,212 (9,331 Residential 881 Commercial)	\$633,246.33	July 2025	10,235 (9,361 Residential 874 Commercial)	\$639,287.25
August 2024	10,213 (9,334 Residential 879 Commercial)	\$631,716.35	August 2025	10,235 (9,358 Residential 877 Commercial)	\$715,933.48
Sept. 2024	10,200 (9,324 Residential 876 Commercial)	\$606,633.56	Sept. 2025	10,246 (9,367 Residential 879 Commercial)	\$683,411.61
Oct. 2024	10,201 (9,323 Residential 878 Commercial)	\$582,351.40	Oct. 2025	10,251 (9,374 Residential 877 Commercial)	\$474,913.01
Nov. 2024	10,200 (9,322 Residential 878 Commercial)	\$521,665.22	Nov. 2025	10,210 (9,337 Residential 873 Commercial)	\$914,332.89
Dec. 2024	10,204 (9,326 Residential 878 Commercial)	\$594,943.07	Dec. 2025	10,244 (9,366 Residential 878 Commercial)	\$796,569.98
Jan. 2025	10,207 (9,330 Residential 877 Commercial)	\$603,109.67	Jan. 2026	10,233 (9,356 Residential 877 Commercial)	\$536,610.38
Feb. 2025	10,211 (9,337 Residential 874 Commercial)	\$631,840.90	Feb. 2026	10,236 (9,356 Residential 880 Commercial)	\$755,978.98
Mar. 2025	10,188 (9,313 Residential 875 Commercial)	\$616,286.54	Mar. 2026	10,252 (9,371 Residential 881 Commercial)	\$693,372.63
April 2025	10,219 (9,342 Residential 877 Commercial)	\$681,706.55	April 2026	FKAA Stats Not Available at 5/7/26	\$682,774.77
Total Revenue from May 2024 Through April 2025		\$7,374,336.66	Total Revenue from May 2025 Through April 2026		\$8,341,697.27

Credit Card Fees paid by KLWTD: March 2026: \$6,873.07

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

Meeting Date:
May 19, 2026

Agenda Item Number: K-1

Action Required:
No

Department:
Field Operations

Sponsor:
Rudy Perez

Subject:
Field Report - April 2026

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

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 5-14-26
General Manager

Wastewater Field Operations

There were a total of **20 service calls** for the month of **April** of these **4 were system-generated alarms**, mostly by low vacuum detection at a vacuum station. The system-generated alarms were addressed quickly by the field staff of those **(4) systems generated** were found using the **(FVMS) Flo Vac Monitoring System**. The report shown below details the remaining **(16) customer calls**.

Date	Address	Incident	Response	KLWTD Issue
4/1/26	31 Corrine Pl	A customer called stating that they were experiencing backup difficulties.	Upon Field Techs' arrival on site, pit was manually discharged and cleanout was checked and found clear of a backup. Homeowner notified. (HOMEOWNER ISSUE)	NO
4/1/26	93001 Overseas Hwy	A customer stating that their toilets were not flushing properly.	Upon Field Techs' arrival on site, the pit and all components were checked and were found in proper working conditions. (HOMEOWNER ISSUE)	NO
4/3/26	126 Arbor Ln	A customer called to report that their bathtub and toilets were backing up.	Upon Field Techs' arrival on site, pit was working properly. There were no signs of a backup, cleanout was observed and found dry. Homeowner was notified. (HOMEOWNER ISSUE)	NO

4/7/26	114 Valois Blvd	A customer called to notify us that the grinder pump alarm was going off.	Upon Field Techs' arrival on site, Techs found the alarm was already silenced. When trying to manually run the grinder, they noticed that the pump was nonresponsive. Once the pump was replaced techs ran a simulation before putting it back in service.	YES
4/8/26	11 Ocean Dr	We received a customer call regarding a grinder pump alarm that was going off.	Upon Field Techs' arrival on site, the grinder pump sump was overwhelmed. Pump would turn on when running it manually but not on its own. Once pump was replaced and simulated system was placed back in service.	YES
4/12/26	101730 Overseas Hwy	The customer called to report that their grinder pump alarm was going off.	Upon Field Techs' arrival on site, Techs found that grinder pump was not turning on. They manually tried running the pump but were not successful. Once the pump was replaced it automatically turned on and simulated itself. Techs performed a second simulation to ensure the problem was resolved. Once doing so was placed back in service.	YES
4/14/26	8 Corrine Pl	The customer called stating that there was sewer backing up on the downstairs shower floor.	Upon Field Techs' arrival on site, Techs found the pit to be working properly. Pit was manually simulated and discharged; cleanout was observed and found dry. Homeowner notified of findings. (HOMEOWNER ISSUE)	NO
4/14/26	95700 Overseas Hwy	The customer called to report a backup they stated that the toilets were not flushing properly.	Upon Field Techs' arrival on site, Techs found that the pit was working properly. The cleanout was checked to ensure that there was no blockage in the line. Homeowners were notified of findings and advised them to call a plumber. (HOMEOWNER ISSUE)	NO

4/20/26	55 Bass Ave	A customer called to report a noise coming from the air terminal outside their house.	Upon Field Techs' arrival on site, Techs noticed that the actual pit was under a low vacuum stage. Techs found there to be debris stuck in the actual wye body not letting the valve to seat correctly. Once removing the debris pit was cleared and put back in service. (Vacuum Issue)	YES
4/20/26	9 North Blackwater Ln	A customer called stating that they were experiencing backup difficulty. And had a plumber on site.	Upon Field Techs' arrival on site, Techs found the pit to be working properly. Pit was manually discharged; and clean out was observed and found dry. Tech's continued to help the customer and found there to be a break on the private side. KLWTD assisted with the repairs customer was very grateful. (HOMEOWNER ISSUE)	NO
4/24/26	996 Shaw Dr	A customer called to report a possible backup. And a few questions regarding the construction outside her property that may be causing the issue.	Upon Field Techs' arrival on site, the cleanouts were visually observed and found dry. Pit was manually discharged and simulated; pit was found in proper working conditions. Homeowner was present. (HOMEOWNER ISSUE)	NO
4/25/26	167 Valois Blvd	A customer called in to report that possibly the grinder pump alarm was not working but the red light was on.	Upon Field Techs' arrival on site, they found that the light was on, but the alarm was not functioning. Once they opened the sump, they noticed that the pump was nonresponsive. It was determined that the pump had failed, once replacing it the system was put back in service. Techs also replaced the buzzard alarm as well.	YES

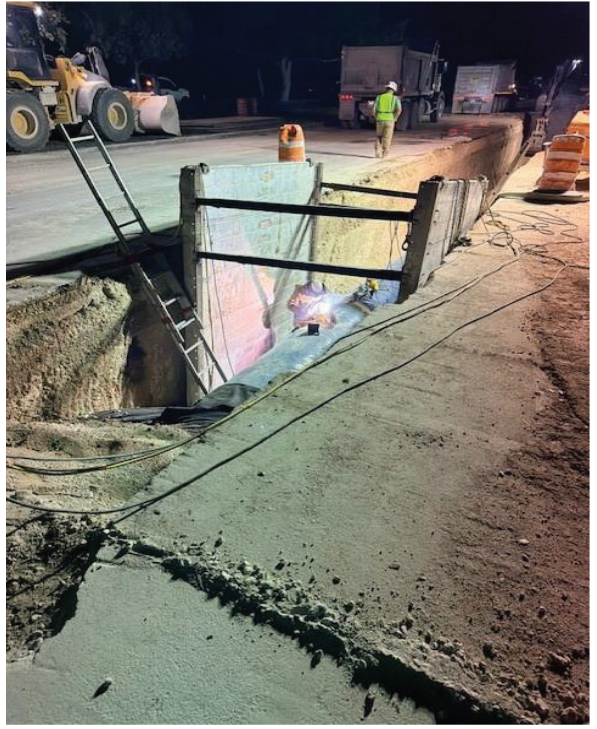
4/25/26	240 Bay Dr	A customer called to report a backup.	Upon Field Techs' arrival on site cleanout was checked and found dry. Pit was manually discharged and working accordingly. Customer was notified. (HOMEOWNER ISSUE)	NO
4/26/26	187 Garden St	A customer called and stated that their sink was not draining and would like us to check our system before calling a plumber.	Upon Field Techs' arrival on site, they opened the cleanout and found it to be dry. Pit was manually discharged and working accordingly. No issue detected. Customer was notified. (HOMEOWNER ISSUE)	NO
4/28/26	600 Bonita Ave	A customer called and stated they had called a plumber first and were advised to call the District.	Upon Field Techs' arrival onsite, the components and the cleanout were observed, pit was manually discharged and working accordingly. No issues were detected. (HOMEOWNER ISSUE)	NO
4/28/26	Calusa Lot # 346	Homeowner called in to report that they were experiencing backup difficulties.	Upon Filed Tech's arrival on site, they found that the pit was overwhelmed. They diagnosed the issue as a clogged sensor tube. Once clearing the blockage, they simulated the pit before placing it back in service.	YES

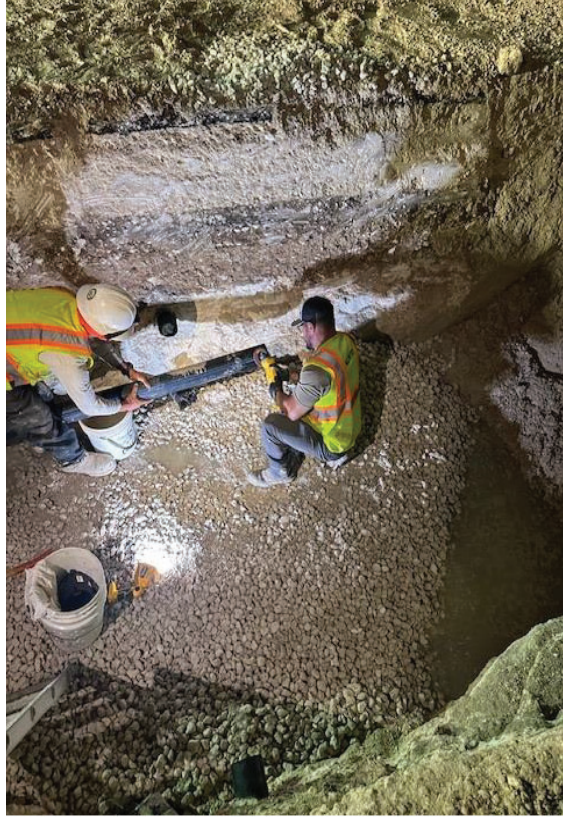
Area Addressed with the Flow Vac Monitoring System

Date	Address	Incident	Response	Issue Found
4/4/26	1000 Shaw Dr	Received a low vacuum alarm call from Vac Station D	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Bad Controller
4/19/26	125 Ocean Shores Dr	Received a low vacuum alarm from Vac Station E	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Bad Valve
4/29/26	7 South Dr	Received a low vacuum call from Vac Station A	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Bad Valve

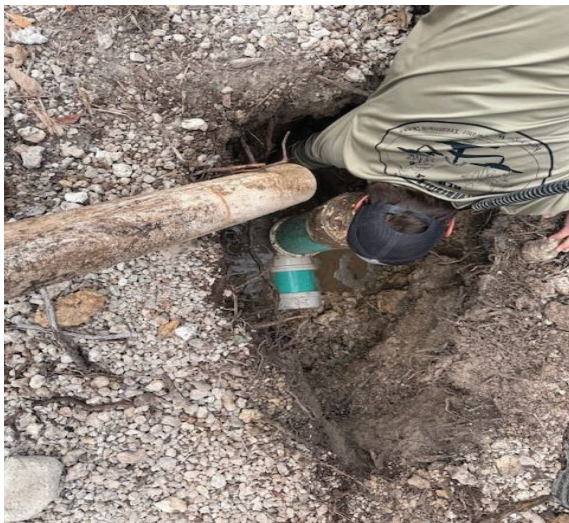
4/28/26	102001 Overseas Hwy	Received a low vacuum call from Vac Station D	Field Tech checked on the (FVMS) and went straight to the address with the issue	Bad Valve
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4" HDPE Force Main Crossing Repair





I & I intrusion repair at 150 S Ocean Shores Dr



Vac pit collar replacement at 68 & 69 Snapper Ave



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

Meeting Date:
May 19, 2026

Agenda Item Number: M-1


Action Required:
No

Department: Capital Projects Sponsor: Rob Mather

Subject:
Capital Projects Report - April 2026

Summary:
Mr. Mather will present the Capital Projects monthly report.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$	1. Monthly Report
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 5-14-26
General Manager

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through April 2026

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)
	\$495,302.50	\$2,882,800.16	\$470,721.10	88%

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 submitted their Final Inspection Report Summary on July 18th, attributing the corrosion issues to process/reuse water and stagnant conditions rather than workmanship.
- APEX, KLWTD and Reynolds prepared and sent a response rejecting Evoqua’s conclusions.
- The filter was delivered to the KLWTD WWTP site on March 13th and was set in place and attached to the existing piping network. Electrical work and connections continued throughout March.
- Drain pipe connections were made to the existing overflow/backwash line using an upsized saddle tap to accommodate the additional drains installed during the repair process. The drain lines and saddle tap were connected to the overflow/backwash line with 1-1/2” PVC pipe.
- Filter start-up was scheduled the week of April 27th with Evoqua on-site. Fitting spray bar nozzles, testing of control panel and disc drive occurred. During start-up, an issue was identified with the backwash pump motor, which will require repair or replacement before the system can be fully placed into operation.
- Reynolds, APEX staff, and KLWTD staff discussed options for repair and replacement of the backwash pump with the decision of the repair and replacement coming in May.

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	\$9,689,555.24	\$1,070,000.00	\$10,759,555.24
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete (Based off current processed pay applications)
	\$1,066,293.75	\$8,782,949.21	\$910,312.28	92%

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, C, D, F, G, H, I and JK.
- Sensor installation is 100% complete (Note: This is only sensors and does not include other aspects of the project). Walkthroughs and final completions have been completed for all basins.
- Valve rebuilds continued ~ 3,000 rebuilds completed.
- IVC and Flovac have completed installation of the vacuum monitoring system across all 2,967 vacuum pits and buffer tanks. Final completion documentation was finalized in January and provided to KLWTD.
- The only remaining construction items are the low-pressure and high-pressure monitoring on the grinder pumps and force mains, respectively.
- Grinder Pump/Low-Pressure monitoring installation continues to progress well, with 156 monitoring sensors installed to date for the project.
- Flovac continued progress on the installation of the force main/high-pressure monitoring system. Initial equipment installation and programming were completed in late December, acting as a trial unit for the installation and monitoring.
- Throughout April, KLWTD and Flovac worked together to develop a device configuration intended to provide reliable monitoring while minimizing potential impacts to the force main in the unlikely event of an incident.
- Flovac drafted a service agreement for KLWTD’s approval including monthly reporting, alarm response & tuning, configuration adjustments, software & technical support, discounted Flovac parts, and standard T&M rates for work authorized by KLWTD.
- The construction progress meeting was held on April 7th, 2026 with KLWTD, APEX, and Flovac 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	\$540,000.00	\$3,749,145.53
	Engineering Paid to Date	Construction Paid to Date	Balance to Complete (Anticipated)	Percentage Complete (Based off current processed pay applications)
	\$535,824.05	\$2,361,325.70	\$851,995.78	77%

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:

- Exterior conduit installation is 100% complete, providing infrastructure for power, signal, and camera systems serving plant equipment and instrumentation throughout the facility, including the SBR/digester areas, Post EQ tank area, CCC platform, and other site infrastructure.
- Electrical room modifications continued, along with coordination of major equipment procurement, including the voltage regulation transformer, ATS shipment status, and related delivery requirements.
- The additional conductors were pulled from the transformer to the ATS room in preparation for the transformer upsizing required as part of the EQ Tank and Headworks Upgrades Project due to increased power demand.
- The 2500A ATS arrived on site the week of April 6th and was placed on the painted and prepared equipment pad, allowing the next phase of installation work to proceed.
- Construction activities continued to focus on wire pulling, device-by-device re-routing, and terminations, including digital and analog control wiring into DCU1 and the second-floor MCC/electrical room cabinets for equipment such as the decanters and waste sludge pumps.
- Inspection reports continued to document open items and quality-control items, including conduit fitting adjustments at select GFCI locations, surface cleanup on walkways, and areas where wiring has been pulled but not yet terminated.
- The SureVolt unit is currently in production at the factory, with a tentative delivery date of mid-July.
- Pedro Falcon, KLWTD, and APEX staff attended construction progress meetings on April 8th and April 22nd, 2026.

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)
	\$285,941.50	\$2,803,727.18	\$1,319,472.58	70%

Start of Contract: 03/28/2025
Substantial Completion Date: 08/18/2026 (525 Days) **Project on Schedule?:** No
Current Time Extensions to Contract: 195 Days
Funding Source: Combination of FDEP Stewardship (KG004) & R&R

Project Updates:

- As of October 22nd all (6) sets of Odor Control Tanks arrived at their respective Vacuum Station; All tanks have been delivered in acceptable condition.
- Final connections have been completed at all Vacuum Stations. The new Odor Control systems are operational at all Vacuum Stations.
- Vacuum Station E effluent odor line drainage has been installed.
- Contractor has completed removal of existing Odor Control Systems.
- Contractor is continuing to work on the site restoration including swale restoration, installation of sod and pea rock and touch up of interior areas.
- Contractor completed coating of concrete slabs at Vacuum Stations A, D, E, G, I, and J/K. Touch up coating work is in progress.
- A time extension of 195 days has been granted via change order to allow for sufficient time to receive and install the new generators. Generators are expected to arrive at Vacuum Station A and D by the end of June 2026.
- Inspections were completed by Apex at all vacuum stations throughout April, and an outstanding items list was provided to Belle Construction on April 28th by Apex. The list details items to be addressed by Belle Construction, such as finishing coatings, patch work, and installation of ports.
- Belle Construction, KLWTD, and APEX staff attended a progress meeting on April 9th and April 23rd, 2026.

Upcoming Construction Projects

Project	Estimated Data	Status
EQ Tanks and Headworks Project (LPA 0425)	Project Cost: \$13,480,320 Existing State Funds: \$6,547,280 Design: 60% Design Completion: June 2026 Construction: September 2026 - September 2028 Funding Source: Stewardship and SLR	The EQ Tanks and Headworks Project includes two new 500k MGD pre-equalization tanks and a new headworks screening system. The 60% design plans have been provided to KLWTD and Islamorada for review on 4/10, with work on the 90% plan set underway. Apex met with KLWTD staff for a design review meeting on 4/21 to discuss key key project considerations. The team is coordinating with manufacturers on key components such as odor control, aeration diffusers, screens, and the disposal system. Geotechnical subsurface borings were collected at the plant on 4/22. A permit modification has been submitted to FDEP, and coordination is ongoing to address any RAIs. The District is also working with the Village of Islamorada as they evaluate design changes involving in-line booster pumps and macerators that may increase peak flows and require added screening capacity. Islamorada has completed SmartBall deployment and transient pressure surge monitors were placed on the conveyance force main. Apex has not received the raw data yet. The Blower Room Modifications consisting of the requested addition of an access door behind blower #4 to better service the blower and relocation of an air compressor skid to allow for access to better service blower #4 are included with the EQ Tanks and Headworks Project.
Vacuum Tank Upgrades	Project Cost: \$12,370,312 Design: Preliminary Design Completion: August 2026 Construction: October 2026 Funding Source: Stewardship and SLR	This project includes replacement of existing steel vacuum tanks at all KLWTD vacuum stations with new corrosion-resistant fiberglass reinforced plastic tanks. The project also upgrades foundations for flood resistance and installs new valves, fittings, gaskets, and SCADA controls Design work is in process for Vacuum Station A and E tanks. The Vacuum Station E design plans are nearing the 30% completion milestone. With input from KLWTD staff, the proposed location of the Vacuum Station E replacement tank is being carefully evaluated and selected to help maintain vacuum pressure in the far reaches of the E and F service areas during the tank replacement process. APEX intends to phase design and construction of the replacements to accomplish a minimum of two tank replacements per year.
Pipe Protection Project	Project Cost: \$2,401,285 Design: 60% Design Completion: August 2026 Construction: Oct 2026 - Oct 2027 Funding Source: Stewardship and SLR	This project rehabilitates ~3,400 ft of corroded ductile iron mains at the Key Largo Wastewater Treatment Plant using CIPP lining for larger mains and selective HDPE open-cut replacement for smaller or severely deteriorated sections. KLWTD staff have exposed select subgrade pipes for corrosion analysis and field survey verification. Design work is in progress for pipe rehabilitation and replacement including CIPP lining, cathodic protection, and HDPE open-cut replacement. The project also includes asphalt work, replacement of the PVC fire main, new isolation valves and SCADA-integrated flow meters and salinity meters on NTM & STM, improving system control.

Project Construction Photos



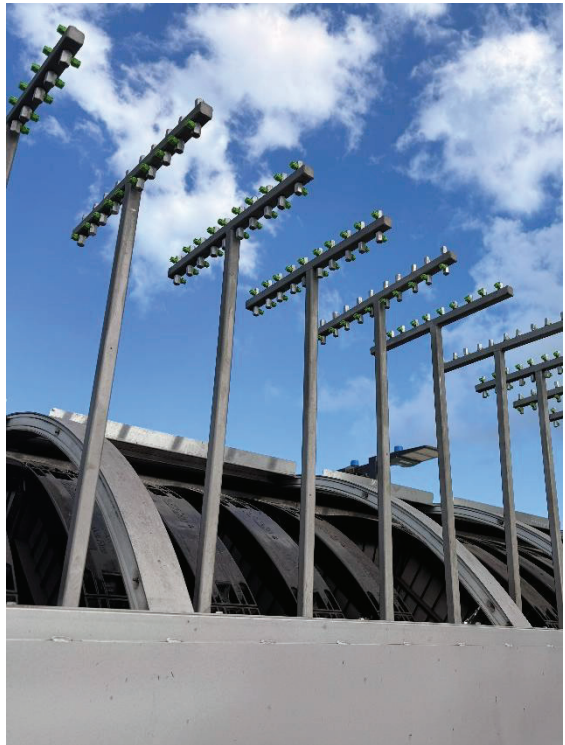
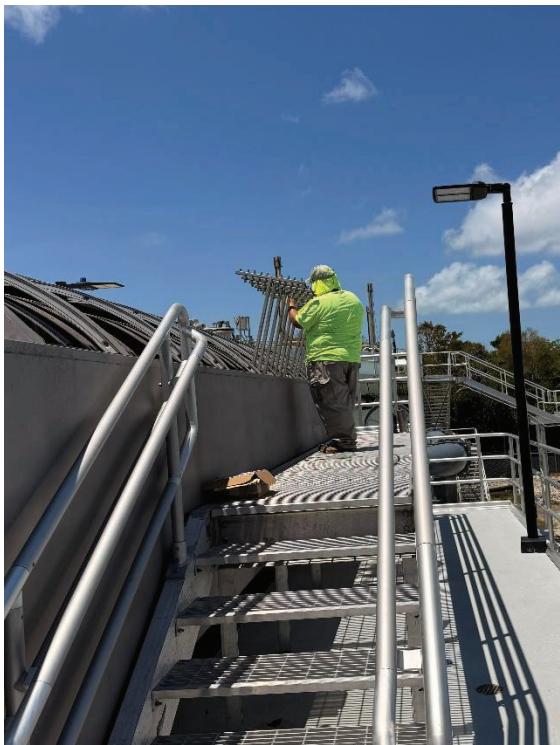
Figures 1 & 2: Flovac Lift Station Monitoring at Keys Holding



Figures 3 & 4: Pedro Falcon Using Tnemec Series 157 Top Coating on the SBR and Building Walkways



Figures 5 & 6: New 2500A ATS Delivered and Placed on Painted Equipment Pad



Figures 7 & 8: Evoqua Tech on Site Installing Plastic Sprayer Nozzles on Spray Bars



Figure 9: Site Restoration & #57 Stone Installed at Vacuum Station G

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

Meeting Date:
May 19, 2026

Agenda Item Number: M-2

Action Required:
Yes

Department: Capital Projects Sponsor: Rob Mather

Subject:
Collection System Monitoring CO #8

Summary of Discussion:

This Change Order #8 is being presented for approval to reconcile outstanding FLOVAC monitoring system service costs, including a contract time extension of 90 additional days, addition of necessary parts and field work to support the completion of the collection monitoring system.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 466,404.86	1. Change Order 8 Memo 2. Schedule of Values 3. Change Order Form
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	Grant(s)	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By:  Date: 5-14-26
General Manager



Memorandum

Date: May 11, 2026
To: Peter Rosasco, General Manager
From: Robert Mather, P.E.
Regarding: KLWTD Collection System Monitoring Project Change Order No. 8

Background:

The KLWTD Collection System Monitoring Project included continuing service and support for the Flovac monitoring system as part of the original project implementation. That initial service period has since expired on August 2024; however, Flovac has continued providing monitoring support, software support, nuisance alarm review, system coordination, and related assistance while the formal service agreement was being finalized. The two annual service agreement line items included in Change Order No. 8 represent back pay for this continued support period, which has effectively been in place by proxy but had not yet been formally paid under the contract. These line items include service from September 2024 through September 2025 in the amount of \$75,000 and October 2025 through July 2026 in the amount of \$56,250.

Purpose:

The purpose of Change Order No. 8 is to reconcile the additional work, service support, parts, and monitoring components required to complete the Collection System Monitoring Project and establish the service structure needed for the system to remain functional and successful after installation. Approval of this change order will also allow the District to resolve outstanding service costs, provide Flovac with the necessary contractual path to continue support, and establish clear roles between KLWTD and Flovac for future monitoring system operation.

Additional Items:

In addition to the service agreement reconciliation, this change order includes:

- Additional valve rebuild kits and valve rebuild installation for 200 valves.
- Additional parts required for valve rebuild work.
- Vacuum sensors for a private community.
- Additional low-pressure monitoring locations.
- Pedestal and conduit installation for monitoring equipment.
- Additional maintenance and service parts required to support the monitoring system.
- A 90-day contract time extension, revising the proposed substantial completion date from April 22, 2026 to July 21, 2026.

The total amount of Change Order No. 8 is \$466,404.86. Approval of this change order will reconcile prior service support, fund the remaining parts and field items needed for successful system completion.

KLWTD Collection System Monitoring COB

Item No.	Item Description	Current Scheduled Qty	Installed Scheduled Qty (from Pivoc)	Overly Under (some items still in progress)	New Proposed Qty	Unit Price	Current Scheduled Value	Proposed Scheduled Value	Net Change	Notes
General Conditions										
1.01	Mobilization	1.00	1.00	-	1.00	\$ 150,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	-
1.01	Bonds and Insurance	1.00	1.00	-	1.00	\$ 195,000.00	\$ 195,000.00	\$ 195,000.00	\$ -	-
Gateway System										
2.01	Installation of Gateway System	10	10	-	10.00	\$ 6,500.00	\$ 65,000.00	\$ 65,000.00	\$ -	-
Basin D										
6.01	Installation of monitoring system in Standard Pit	232	232	-	232.00	\$ 474.68	\$ 110,125.76	\$ 110,125.76	\$ -	-
6.02	Installation of monitoring system in Buffer Tank	8	8	-	8.00	\$ 140.60	\$ 1,124.80	\$ 1,124.80	\$ -	-
6.03	Relocate controllers into air pedestals, provide all necessary connect	232	232	-	232.00	\$ 150.00	\$ 34,800.00	\$ 34,800.00	\$ -	-
Basin E										
7.01	Installation of monitoring system in Standard Pit	308	308	-	308.00	\$ 474.68	\$ 146,201.44	\$ 146,201.44	\$ -	-
7.02	Install District Supplied Air Intake Pedestal In phase 0 locations	225	225	-	225.00	\$ 225.00	\$ 50,625.00	\$ 50,625.00	\$ -	-
7.04	Installation of monitoring system in Buffer Tank	3	3	-	3.00	\$ 140.60	\$ 421.80	\$ 421.80	\$ -	-
7.03	Relocate controllers into air pedestals, provide all necessary connect	308	308	-	308.00	\$ 150.00	\$ 46,200.00	\$ 46,200.00	\$ -	-
Basin F										
8.01	Installation of monitoring system in Standard Pit	338	338	-	338.00	\$ 474.68	\$ 160,441.84	\$ 160,441.84	\$ -	-
8.02	Installation of monitoring system in Buffer Tank	6	6	-	6.00	\$ 140.60	\$ 843.60	\$ 843.60	\$ -	-
8.03	Relocate controllers into air pedestals, provide all necessary connect	338	338	-	338.00	\$ 150.00	\$ 50,700.00	\$ 50,700.00	\$ -	-
Basin G										
9.01	Installation of monitoring system in Standard Pit	221	221	-	221.00	\$ 474.68	\$ 104,904.28	\$ 104,904.28	\$ -	-
9.02	Installation of monitoring system in Buffer Tank	13	13	-	13.00	\$ 140.60	\$ 1,827.80	\$ 1,827.80	\$ -	-
9.03	Relocate controllers into air pedestals, provide all necessary connect	221	221	-	221.00	\$ 150.00	\$ 33,150.00	\$ 33,150.00	\$ -	-
Basin H										
10.01	Installation of monitoring system in Standard Pit	27	27	-	27.00	\$ 474.68	\$ 12,816.36	\$ 12,816.36	\$ -	-
10.02	Installation of monitoring system in Buffer Tank	9	9	-	9.00	\$ 140.60	\$ 1,265.40	\$ 1,265.40	\$ -	-
10.03	Relocate controllers into air pedestals, provide all necessary connect	27	27	-	27.00	\$ 150.00	\$ 4,050.00	\$ 4,050.00	\$ -	-
Basin I										
11.01	Installation of monitoring system in Standard Pit	227	227	-	227.00	\$ 474.68	\$ 107,752.36	\$ 107,752.36	\$ -	-
11.02	Installation of monitoring system in Buffer Tank	3	3	-	3.00	\$ 140.60	\$ 421.80	\$ 421.80	\$ -	-
11.03	Relocate controllers into air pedestals, provide all necessary connect	227	227	-	227.00	\$ 150.00	\$ 34,050.00	\$ 34,050.00	\$ -	-
Basin JK										
12.01	Installation of monitoring system in Standard Pit	443	443	-	443.00	\$ 474.68	\$ 210,283.24	\$ 210,283.24	\$ -	-
12.02	Installation of monitoring system in Buffer Tank	16	16	-	16.00	\$ 140.60	\$ 2,249.60	\$ 2,249.60	\$ -	-
12.03	Relocate controllers into air pedestals, provide all necessary connect	443	443	-	443.00	\$ 150.00	\$ 66,450.00	\$ 66,450.00	\$ -	-
Site Restoration										
15.01	Asphalt Restoration around pit where required	36226.18	36226.18	-	36,226.18	\$ 7.06	\$ 255,756.85	\$ 255,756.85	\$ -	-
15.02	Sod Restoration around pit as required	2806	2806	-	2,806.00	\$ 3.78	\$ 10,606.68	\$ 10,606.68	\$ -	-
15.03	Gravel Restoration around pit as required	90428.76	90428.76	-	90,428.76	\$ 4.79	\$ 433,153.76	\$ 433,153.76	\$ -	-
Additive Alternate-Optional Items										
16.02	Annual Service Agreement for System Maintenance & Support	2	2	-	2.00	\$ 75,000.00	\$ 150,000.00	\$ 150,000.00	\$ -	-
Change Order 1										
17.00	Vent Extension	545	545	-	545.00	\$ 125.00	\$ 68,125.00	\$ 68,125.00	\$ -	-
17.01	Partial Base Chipping and Replacement	324	324	-	324.00	\$ 137.50	\$ 44,550.00	\$ 44,550.00	\$ -	-
17.02	Full Base Chipping and Replacement	161	161	-	161.00	\$ 258.00	\$ 41,538.00	\$ 41,538.00	\$ -	-
17.03	Galvanized Support Rod	2655	2655	-	2,655.00	\$ 93.50	\$ 248,242.50	\$ 248,242.50	\$ -	-
Change Order 2										
Basin A										
3.01	Installation of monitoring system in Standard Pit	316	316	-	316.00	\$ 474.68	\$ 149,998.88	\$ 149,998.88	\$ -	-
3.03	Installation of monitoring system in Buffer Tank	5	5	-	5.00	\$ 140.60	\$ 703.00	\$ 703.00	\$ -	-
3.02	Relocate controllers into air pedestals, provide all necessary connect	316	316	-	316.00	\$ 150.00	\$ 47,400.00	\$ 47,400.00	\$ -	-
Basin B										
4.01	Installation of monitoring system in Standard Pit	376	376	-	376.00	\$ 474.68	\$ 178,479.68	\$ 178,479.68	\$ -	-
4.02	Installation of monitoring system in Buffer Tank	3	3	-	3.00	\$ 140.60	\$ 421.80	\$ 421.80	\$ -	-
4.03	Relocate controllers into air pedestals, provide all necessary connect	376	376	-	376.00	\$ 150.00	\$ 56,400.00	\$ 56,400.00	\$ -	-
Change Order 3										
Basin C										

**SECTION 00950
CHANGE ORDER FORM**

<p>CONTRACTOR ("Contractor"): Flovac Inc.</p>	<p>CHANGE ORDER No. 8 PROJECT TITLE: KLWTD Collection System Monitoring Project PROJECT No. 03105.078:130</p>
<p>OWNER: Key Largo Wastewater Treatment District (Owner), or (District)</p>	<p>ENGINEER: Apex Companies, LLC 6805 Overseas Hwy Marathon, Florida 33050</p>
<p>DATE OF ISSUE: May 19th, 2026</p>	<p>EFFECTIVE DATE: May 19th, 2026, contingent upon approval by the District's Board of Commissioners.</p>
<p>Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: software and firmware maintenance, updates, remote technical support, and nuisance-alarm response and tuning via the service contract. Addition of 3 valves for the Colusa Village Community and the purchase of additional valve components for the rebuild and servicing of valves. It is understood all purchased items, materials, and equipment are solely owned by the District. The Contractor shall be responsible for delivery and acceptance of the equipment and materials on behalf of the District and shall retain full responsibility and liability for all aspects of the work as defined in the Contract Documents.</p> <p>Reason for Change: To add additional valves and parts to the contract as well as reconcile outstanding costs associated with continued work on the service contract.</p> <p>Attachments: Schedule of Values and Memo</p> <p style="text-align: center;">Total Proposed Changes in Contract Price and Contract Time for this Change Order</p>	
<p>Increase (decrease) in Contract Price:</p> <p style="text-align: center;">\$ 466,404.86</p>	<p>Increase (decrease) in Contract Time (Calendar days):</p> <p style="text-align: center;">90 Days</p>
<p>Acknowledgments:</p> <p>The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.</p> <p>This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Change Order constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.</p>	
<p>Original Contract Price: \$2,000,000.00</p>	<p>Original Contract Time: 790 Days (calendar days or dates)</p>

SUMMARY OF PRIOR CHANGE ORDERS			
C-O No.	Description of Change	Change in Contract Price	Change in Contract Time
1	Change order No.1. Repair of concrete pads, extension of vent pipes in flood prone areas, and addition of galvanized support rods	\$ 506,600.00	0 Days
2	Change order No.2. Work in Basin A and Basin B	\$ 423,611.36	0 Days
3	Basin C and Grinder Pump Monitoring	\$ 659,596.20	60 Days
4	Valve Rebuilds	\$ 1,499,688.25	549 Days
5	Valve Rebuild Kits (Deductive)	\$ (519,883.00)	0 Days
6	Balancing Change Order 6	\$ (0.67)	0 Days
7	Balancing Change Order 7	\$ 107,590.30	0 Days
TOTAL OF ALL PRIOR CHANGES		\$ 2,677,202.44	609 Days
CURRENT CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders BUT before adjusting for this Change Order)		\$ 4,677,202.44	1,399 Days
NEW CONTRACT PRICE AND TIME (Adjusted by Prior Change Orders AND this Change Order)		\$ 5,143,607.30	1,489 Days
Original Contract Substantial Completion Date: 8/21/2024		New Contract Substantial Completion Date: 07/21/2026	
APPROVAL AND CHANGE ORDER AUTHORIZATION			
Contractor: <u>Flovac, Inc.</u> _____ By (Signature) <u>Mike Pringle, Director of Operations</u> (Printed Name and Title of Officer) _____ (Date)		Owner: <u>Key Largo Wastewater Treatment District</u> _____ By (Signature) <u>Peter Rosasco, General Manager</u> (Printed Name and Title of Officer) (Date) _____	
ATTEST: _____ (Secretary) (Corporate Seal)		ATTEST: _____ District Clerk (Seal)	

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

Meeting Date:
May 19, 2026

Agenda Item Number: M-3

Action Required:
Yes

Department: Capital Projects Sponsor: Rob Mather

Subject:
KLWTD Flovac Service Agreement

Summary of Discussion:

The Flovac Service Agreement establishes the formal post-implementation support structure for the KLWTD Collection System Monitoring Project by providing one year of continued monitoring platform support, with two optional one-year renewals, including software operation, firmware updates, nuisance-alarm response and tuning, data management, remote technical support, monthly reporting, and defined pricing for optional parts and authorized time-and-materials work outside the base scope.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 95,000.00	1. Service Agreement Memo 2. Service Agreement
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By: _____  _____ Date: 5-14-26

General Manager



Memorandum

Date: May 13, 2026
To: Peter Rosasco, General Manager
From: Robert Mather, P.E.
Regarding: KLWTD Flovac Service Agreement

Dear Commissioners,

The KLWTD Collection System Monitoring Project relies on the Flovac monitoring platform to provide visibility into the District's vacuum sewer collection system. With nearing completion of the physical installation of monitoring components, the system will require continued software support, firmware updates, nuisance-alarm review, data management, and technical assistance to remain effective. The proposed service agreement provides a one-year service term with two optional one-year renewals by mutual written agreement and subject to annual appropriation.

This agreement permits Flovac to provide post-implementation support of the monitoring software including platform operation and access, firmware updates, alarm configuration, nuisance-alarm tuning, data interpretation, remote technical support, monthly tracking and reporting. The monitoring system must be maintained, adjusted, and reviewed as field conditions change. Through continued coordination, reporting, review, data interpretation, and system-support discussions, KLWTD staff will be able to better understand how the monitoring platform functions, what the alarms and trends indicate, and how system adjustments are made. After a period of support and training, the District may be able to take on more of the system review, interpretation, and operational management internally, reducing long-term reliance on outside support while still preserving the option for Flovac assistance when needed.

In addition to the base monitoring support, the service agreement also:

- Defines KLWTD's responsibilities for initial alarm investigation, documentation, site access, and notification of anomalies.
- Establishes Flovac's role in reviewing nuisance alarms, supporting new monitoring connections, and tracking software-related adjustments.
- Provides monthly tracking and reporting on nuisance alarms, potential I&I indicators, critical alarms, end-of-line vacuum trends, notable site findings, and follow-up items.
- Gives discounted pricing on Flovac parts and components.
- Sets standard time-and-materials work rates outside the base service scope.
- Clarifies that work outside the defined contract scope requires written authorization from KLWTD before Flovac proceeds.
- Preserves KLWTD ownership of telemetry, operational, and system performance data generated by the monitoring system.

Approval of this service agreement will provide the District with the continued technical support needed to keep the Flovac monitoring system functional, useful, and reliable while also allowing KLWTD staff to develop the knowledge needed to manage more of the system independently. Without a formal service agreement, KLWTD would risk having a monitoring system in place without the necessary software support, alarm tuning, reporting, technical coordination, and training needed to utilize the full benefit of the system.

Service Agreement

Between: Flovac Americas, LLC ("Flovac"), a provider of vacuum sewer monitoring products and services

And: Key Largo Wastewater Treatment District ("KLWTD"), a Florida Special District

Effective Date: August 01, 2026

Term: [One (1) year], with [two (2)] optional one-year renewals by mutual written agreement and subject to annual appropriation.

Dear KLWTD Board of Commissioners,

Flovac is pleased to present this annual services proposal for the continued support of the Flovac monitoring software platform serving KLWTD facilities. This scope is post-implementation and focuses on software and firmware maintenance, updates, remote technical support, and nuisance-alarm response and tuning. KLWTD may optionally purchase parts and components from Flovac at reduced pricing as described in the Parts & Components Price List in Appendix A. Fees for labor including installation, repairs, and preventive maintenance of physical equipment are included in Appendix B.

1.0 This proposal is based on the following information:

- 1.1 All district collection system components connected to the Flovac monitoring platform will be supported under this agreement.
- 1.2 Term – Twelve (12) months from the Effective Date, with up to two (2) optional one-year renewals by mutual written agreement and subject to annual appropriation.

2.0 Scope of Services (Included in Base Annual Fee)

Working Hours Clause

Normal working hours under this Agreement shall be Monday through Friday, between the hours of 8:00 AM and 5:00 PM. Any time falling on a major or federal holiday shall not be considered normal working hours, regardless of the day of the week. Work performed outside of these hours shall be considered outside normal working hours unless otherwise agreed to in writing by both parties.

2.1 Software Platform Operation & Access

- Hosting/operation of the Flovac monitoring software and user portal.
- User administration and standard role-based access for KLWTD personnel.
- Maintaining a log of login date, time, location tracking and recording of operational setting changes or commands.
- Security patches and minor/major version updates.

2.2 Firmware Updates

- Updates to firmware requiring site visits.

2.3 Nuisance Alarm Response & Tuning

- Site Investigation to repetitive/spurious/non-actionable alarms after initial inspection by KLWTD.

- KLWTD shall document all inspection findings in the Task section of the monitoring page prior to contacting Flovac.
- Flovac will determine the cause of the nuisance alarm and log its findings in the monitoring system. Configuration adjustments as necessary and tuning changes with KLWTD approval.
- Flovac will provide a monthly tracking and reporting on nuisance-alarm, potential I&I indicators, critical alarms, end of line vacuum trends, notable site findings, and prior month follow ups. Flovac will use commercially reasonable efforts to deliver the monthly tracking report by the second Tuesday of each month, ahead of the monthly board meeting.
- A nuisance alarm is defined as an alarm that does not indicate a condition that could adversely affect the collection network, cause an SSO, or result in property damage. Examples of situations that are not considered nuisance alarms are high level, low vacuum, or a valve stuck open.

Nothing herein obligates Flovac to initiate emergency responses, dispatch field personnel, or take unilateral operational action absent express written authorization from KLWTD.

2.4 Configuration & Data Management

- Management of alarm thresholds, escalation paths, and rules.
- Flovac provides data interpretation using the monitoring platform for I&I tracking, rainfall/tide runtime comparison, and trend identification.
- Maintenance of monitored points/asset registry within the platform.
- Support the connection of newly installed monitoring components to the platform.
- Routine data quality checks.

2.5 Remote Technical Support

- Business-hours help desk for “how-to” questions and portal support.
- Access to ticketing and knowledge resources.
- Response times are provided on a commercially reasonable efforts basis and do not constitute a guaranteed service-level commitment unless expressly stated in writing.

Not in Scope: Any on-site preventive maintenance, field calibration, hardware repair/replacement, or integration work not expressly listed above. Such services, if requested, may be approved on a time and materials basis.

3.0 Parts & Components Pricing (Optional, Outside Base Fee)

- 3.1 KLWTD may purchase Flovac-supplied parts/components at discounted pricing shown in Appendix A.
- 3.2 Parts, materials, and supplies necessary for the repair or maintenance of the collection system components will be invoiced separately in accordance with the prices shown in Appendix A.
- 3.3 Parts, materials and supplies will be billed on a quarterly basis.
- 3.4 Flovac-supplied parts are warranted for a period of sixty (60) days from delivery against defects in materials and workmanship under normal operating conditions. This warranty does not cover improper installation, misuse, normal wear and tear, or damage caused by third-party components or external conditions. Non Flovac part provided are subject to the manufacturer’s warranty only. Flovac’s obligation under this warranty is limited to repair or replacement of the defective component.

4.0 Flovac Standard Time & Materials Rates (Optional, Outside Base Fee)

- 4.1 KLWTD may authorize Flovac to provide services and provide supplemental materials in accordance with the standard time and material rates shown in Appendix B.
 - 4.2 Services authorized by KLWTD that are necessary for the repair or maintenance of the collection system components will be invoiced separately in accordance with the rates shown in Appendix B.
 - 4.3 Non-Flovac parts purchased and installed are subject to the manufacturer's warranty only.
-

5.0 Commercial Terms

- 5.1 Base Annual Fee: \$95,000.00 (invoiced quarterly in advance).
 - 5.2 Parts & Components: Flovac parts may be optionally purchased at the rates in Appendix A.
 - 5.3 Standard Time & Materials: Flovac services and supplemental parts may be authorized by KLWTD based on the rates provided in Appendix B.
 - 5.4 This proposal is valid for 90 days beyond the date of issue.
 - 5.5 Payment Terms: Net 30 days from invoice date.
 - 5.6 Flovac will not proceed with any work outside of the contractually defined scope of work without receiving written authorization to proceed.
 - 5.7 Upon receiving due notice, Flovac may proceed with authorized repairs at the standard time & materials rate as identified in Appendix B.
 - 5.8 Non-Appropriation: Continuation beyond the current fiscal year is optional contingent on mutual written agreement of renewal and contingent upon appropriation of funds; if not appropriated, KLWTD may terminate without penalty at the end of the then-current budget period.
-

6.0 Assumptions, Exclusions & District Responsibilities

6.1 Assumptions

- KLWTD conducts initial inspection of collection system components upon receiving alarm, notifying Flovac after 2 number of repeated alarms on the same valve within the following duration: 2 days.
- KLWTD will complete and log the required repairs and maintenance on the physical collection system monitoring components following identification of root cause of nuisance alarms by Flovac. Necessary parts and components will be purchased based on the pricing in Appendix A and invoiced separately.
- Flovac will complete and track causes and adjustments taken to remedy software issues which cause nuisance alarms.
- Flovac will provide support for all new monitoring connections for KLWTD infrastructure.

6.2 Exclusions

- Field services (installations, PM/repair) unless authorized by KLWTD, non-Flovac hardware, third-party carrier outages, force majeure, cyber events not attributable to Flovac's systems, data retention beyond standard terms, and any services not expressly listed in Section 2.
- Monthly monitoring platform fees (\$500/month) are excluded from this agreement and will be invoiced under a separate agreement.

6.3 KLWTD Responsibilities

- Conduct initial investigation into alarms.
 - Record initial investigation findings on the monitoring page.
 - Notify Flovac when nuisance alarm conditions occur for field inspection.
 - Ensure site access, if needed, for Flovac staff actions.
 - Promptly notify Flovac of anomalies, site changes, or operational constraints.
-

7.0 Legal & Compliance

- 7.1 Data Ownership & Public Records All telemetry, operational, and system performance data generated by the Flovac Monitoring System in connection with services provided under this Agreement shall remain the sole property of the Key Largo Wastewater Treatment District (“KLWTD”).
- Flovac is granted a limited, non-exclusive, non-transferable license to access, process, analyze, and store such data solely for the purpose of performing services under this Agreement, including system monitoring, diagnostics, reporting, and performance optimization.
- Flovac shall comply with Chapter 119, Florida Statutes, with respect to public records related to services performed under this Agreement. Public records in Flovac’s possession shall be made available to KLWTD upon request and in accordance with statutory requirements.
- Flovac shall not be deemed the custodian of public records generated or maintained on behalf of KLWTD and shall not be responsible for responding directly to public records requests unless expressly authorized in writing by KLWTD.

7.2 Data Security, Retention, and Backups

- Flovac shall implement commercially reasonable administrative, technical, and physical safeguards designed to protect system data from unauthorized access, disclosure, or destruction while in Flovac’s control.
- Flovac’s monitoring platform is not intended to serve as KLWTD’s system of record or primary data backup, and KLWTD remains responsible for maintaining its own archival, redundancy, and disaster-recovery systems unless otherwise agreed to in writing.
- Upon termination or expiration of this Agreement, Flovac shall, upon written request, provide KLWTD with a reasonable export of existing system data in its then-current format, excluding custom analysis or reprocessing unless separately authorized.

7.3 Limitation of Responsibility & Consequential Damages

Flovac shall not be responsible for:

- Loss of data not caused by Flovac’s negligence or willful misconduct.
- Damage to property, structures, or private systems not directly under Flovac’s control
- Home damage, environmental damage, loss of service, loss of revenue, or other incidental, indirect, special, or consequential damages, except to the extent such damages arise directly from Flovac’s gross negligence or willful misconduct, or a material breach of this Agreement.

7.4 No Operational Control Disclaimer

- KLWTD acknowledges that Flovac's services are advisory and support-based in nature. Final operational decisions, response actions, and maintenance execution remain solely the responsibility of KLWTD and its operating staff.
- Flovac does not have direct control over field operations, third-party infrastructure, or contractor response times unless expressly authorized in writing.

7.5 Insurance

- CGL \$1M per occurrence/\$2M aggregate; Auto \$1M CSL; Workers' Comp per Florida law; Tech E&O/Professional \$2M aggregate (certificates available on request).

7.6 Indemnification; Hold Harmless; Sovereign Immunity

- To the extent permitted by Florida law, Flovac shall indemnify, defend, and hold harmless KLWTD, its Board of Commissioners, officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorneys' fees, arising out of or resulting from:
 - (a) the negligent acts, errors, or omissions or willful misconduct of Flovac or anyone directly or indirectly employed by Flovac in the performance of the Services; or
 - (b) Flovac's breach of this Agreement.
- This obligation shall not apply to the extent such claims arise from the negligence or willful misconduct of KLWTD or its officers, employees, or agents.
- Nothing in this Agreement shall be construed as a waiver of KLWTD's sovereign immunity or the limits of liability set forth in Section 768.28, Florida Statutes. Flovac agrees that any indemnification obligations owed by KLWTD, if any, shall be subject to and limited by the provisions of Section 768.28, Florida Statutes.

7.7 Termination

7.7.1 Termination for Convenience.

- KLWTD may terminate this Agreement, in whole or in part, for its convenience upon thirty (30) days' prior written notice to Flovac. In the event of such termination, Flovac shall cease work as directed and shall be entitled to payment for Services satisfactorily performed through the effective date of termination, plus authorized, non-cancelable costs incurred prior to termination. Flovac shall not be entitled to anticipated profits, consequential damages, or costs incurred after the effective date of termination.

7.7.2. Termination for Cause

- Either party may terminate this Agreement upon written notice if the other party materially breaches the Agreement and fails to cure such breach within thirty (30) days after receipt of written notice specifying the breach. In the event of termination for cause by KLWTD, payment shall be limited to Services satisfactorily performed through the effective date of termination.

7.7.3. Effect of Termination

- Upon termination or expiration of this Agreement:
- All licenses granted to KLWTD for the software shall continue through the end of the paid service period unless earlier terminated for cause;
- Each party shall return or destroy the other party's confidential information in accordance with this Agreement; and

- Sections relating to payment obligations, data ownership, public records, indemnification, limitation of liability, governing law, and sovereign immunity shall survive.

7.8 Governing Law & Venue

- State of Florida; venue in Monroe County, Florida.
-

8.0 Acceptance

Please indicate acceptance by signing below. Upon receipt, Flovac will issue a kickoff notice and coordinate initial contacts and priorities.

For: Flovac Americas, LLC

Name/Title:

Signature:

Date: _____

For: Key Largo Wastewater Treatment District

Name/Title:

Signature:

Date: _____

Appendix A — Parts & Components Price List

(The pricing shown in Appendix A reflects standard list pricing. A 10% discount applies to Flovac-manufactured parts only. Non-Flovac parts are excluded from this discount and are subject to manufacturer pricing)



Flovac Americas
 15 Utility Dr.
 Suite A
 Palm Coast, FL
 32137

Sales Quote



Order number QU-1344
Date Mar 31, 2026

Billing Address

Key Largo Waste Water Treatment District
 PO BOX 491
 Key Largo, Florida
 33037
 USA

Contact

Rudy Perez

Phone











305-522-4019

Email

rodolfo.perez@klwtd.com, finance@klwtd.com

Payment Terms

Net 30








Product	Quantity	Unit Price	Tax code	Subtotal
 1USFC0005 - Electronic Controller Electronic Controller	1	\$628.02	Taxable	\$628.02
 Flovac Smart Monitoring Module, 915Mhz, Flovac USA Flovac Smart Monitoring Module, 915Mhz, Flovac USA	1	\$607.59	Taxable	\$607.59
 912027 - Vacuum Sensor 3.3v, Sensor Only Vacuum Sensor 3.3v, Sensor Only	1	\$517.13	Taxable	\$517.13
 FMS Battery Pack FMS Battery Pack 38,000mAh	1	\$125.00	Taxable	\$125.00
 912517 - IP67 Pressure Sensor (Force Main Monitoring) Pressure Sensor (Force Main Monitoring- not vacuum) IP67	1	\$1,886.32	Taxable	\$1,886.32
 Sensor, Valve, Flovac/Airvac, 2mtr (Assembly) Sensor, Valve	1	\$221.85	Taxable	\$221.85
 Magnet with Holder, Valve	1	\$12.45	Taxable	\$12.45
 Float Sensor Float Sensor only. Weight sold separately. Additional kit might be needed for 1 piece pit vs. 2 piece pit.	1	\$237.84	Taxable	\$237.84
 Wye Cable M12, 4P, Male to Female 2x	1	\$39.00	Taxable	\$39.00
 1USFVP0025AV - Remote Mount Controller Kit (AV Pits) Remote Mount Controller Kit (Other Pits)	1	\$356.04	Taxable	\$356.04

Pedestals, Conduit, Grommets, Valves and

Controller sold Separately.

This kit will work with existing vacuum valves.

Need 2in. or larger conduit and pedestal to locate the controller.

	1USFMS0007-16- Gateway 915Mhz, USA Gateway 915Mhz, USA, Assembly	1	\$9,102.00 Taxable	\$9,102.00
	Includes: - Antennas - Bracket			
	Valve Rebuild Kit for 3" Valve, USA Valve Rebuild Kit - Flovac and Others	1	\$86.10 Taxable	\$86.10
	Flovac Controller, Standard Standard Controller. Activation Height 4.75" to 6.25"	1	\$471.78 Taxable	\$471.78
	Flovac 5.5FT Pit - Pretested, Install Ready Included: 3" Flovac Valve Flovac Controller Slip Key 3" Spigot Hose clamps both 3/8 and 5/8 Gate Valve (knife valve) Lock for Gate Valve 2" Grommet 4" Grommet x 2 6" Grommet x 1	1	\$4,932.47 Taxable	\$4,932.47
	Sold Separately: Flovac Metal Lid with seal - 24", 4" rise Flovac Air Dedicated Air Terminal			
	1USFVP0001- Flovac Metal Lid w/Seal 24" - 4" rise- Ductile Iron Hinged Lid Includes: - Gasket Seal	1	\$693.72 Taxable	\$693.72
	1USFMS0012 - FMS Solar Power Manager 6V 5W Max Input Out: 3.3 Volt, 5,700mAh	1	\$251.60 Taxable	\$251.60
	Also used on low pressure monitoring with 110v to 5v power supply			
	1USFMS0036 - Solar Panel 3.5W 6V Charcoal Solar Panel	1	\$39.38 Taxable	\$39.38

Remarks

Valid for 365 days following the execution of this Agreement

Subtotal \$20,208.29

Total \$20,208.29

Appendix B — Flovac Standard Time & Materials Rates

Appendix B — Flovac Standard Time & Materials Rates

Flovac Service Agreement		
Appendix B - Flovac Standard T & M Rates		
Description	Unit Price	Unit
Field Technician:	\$ 155.00	Hourly
Senior / Lead Technician	\$ 245.00	Hourly
Ops / Technical Manager	\$ 275.00	Daily Per Person
Work perform outside of normal working hours	+ 30%	
Non-Flovac Materials and Supplies	Cost + 15% for OH/MU	

1. T&M services shall be performed only upon written authorization by KLWTD.
2. Travel to and from jobsite shall be considered hours worked.
3. Minimum call out is 4 hours, over 4 hours billing increments shall be one-half (0.5) hour unless otherwise agreed.
4. Overtime, weekend, or emergency response services, if requested, may be billed at adjusted rates.
5. Above charges would not apply to warranty work/repairs while components are under warranty period.
6. If Flovac is called to a valve pit for a condition that is not defined as a nuisance alarm, travel will be charged in accordance with Item No. 2 for the inspection of the valve pit. Authorization should then be obtained, per Item No. 1 above, before proceeding

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

Meeting Date:
May 19, 2026

Agenda Item Number: N-1

Action Required:
Yes

Department: Engineering
Sponsor: Robert Mather, P.E.


Subject:
May 2026 Construction Standards Update

Summary of Discussion:

The District has previously adopted Minimum Design and Construction Standards and Specifications governing wastewater facilities constructed by developers, owners, customers, and users. Apex has performed a detailed review and modernization of the standards, which have not undergone revision in approximately ten years. A key component of the revisions is that all newly constructed wastewater infrastructure is required to be equipped with Flovac monitoring components prior to final acceptance by the District to continue the progress in identifying and reducing inflow and infiltration.



<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 0.00	1. KLWTD May 2026 Construction Standards Update Memo 2. May 2026 KLWTD Construction Standards
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By:  Date: 5-14-26
General Manager



Memorandum

Date: May 12, 2026
To: KLWTD Board of Commissioners
From: Robert Mather, P.E.
Regarding: Updates to the KLWTD Construction Standards

Dear Commissioners,

In accordance with the KLWTD General Rules and Regulations, the District has adopted Minimum Design and Construction Standards and Specifications governing wastewater facilities constructed by developers, owners, customers, and users. These standards define the engineering design criteria and construction requirements applicable to infrastructure ultimately conveyed to and maintained by the District and certain minimum requirements for onsite infrastructure that will remain the property of the property owner.

The District continues to demonstrate a strong commitment to identifying and reducing inflow and infiltration (I&I) within the collection system, most notably through implementation of the Flovac Monitoring System. To support and expand this effort, Apex has undertaken a comprehensive update of the District's construction standards. The current standards have not undergone significant revision in approximately ten (10) years, and updates are necessary to reflect current practices, technologies, and regulatory requirements.

A key component of the proposed revisions is the requirement that all newly constructed wastewater infrastructure be equipped with Flovac monitoring components. This requirement will apply to vacuum pits, buffer tanks, grinder pump systems, lift stations, and other applicable facilities. Installation of these components will be required prior to final acceptance by the District. Incorporating monitoring infrastructure at the time of construction ensures compatibility with the District's existing system and enhances long-term operational efficiency and data collection capabilities.

In addition to the monitoring requirements, Apex has performed a detailed review and modernization of the standards. The revised document includes updated notes, construction details, and testing procedures consistent with current industry standards. The standards address gravity, force main, and vacuum sewer systems; system testing and reporting protocols; and detailed requirements for service laterals, vacuum pits, cleanouts, air intake terminals, vacuum mains, manholes, trenching, valve boxes, and related appurtenances. The revisions also formally incorporate the current Florida Building Code: Plumbing (FBC), ensuring consistency with applicable state requirements.

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Table Summary of Revisions

Sheet	Revision	Description
G-1.0	Cover Sheet	Updated date and added drawing index
G-2.0	Gen. Notes	Incorporated Florida Building Code: Plumbing
G-2.0	Sewer Collection System	Updated force main pressure pipe specifications.
G-2.0	Testing Requirements	Updated leakage test pressure Added vacuum system testing procedures
G-2.0	Flovac Monitoring	Added Flovac Monitoring requirements
G-3.0	Concrete Collars	Increased thickness and width from 6” to 8”
G-4.0	Dedicated Air Intakes	Added VE zone protection requirement, increased pad thickness, added notes for coated rebar placement to support terminal
G-4.0	Flowable Fill Detail	Added plastic wrap requirements, revised mix strength
G-5.0	Airvac Details	Removed 90-degree connections to mains, updated notes
G-6.0	Vacuum Service Laterals	Revised connection details to eliminate 90-degree bends
G-7.0	Manhole Notes	Added requirements for pipe penetration sealing
G-7.0	Trench Details	Updated details for unsuitable soil conditions
G-1.0 to G-8.0	General Formatting	Improved clarity and organization; reduced from 10 sheets to 8 sheets

Based on the need to modernize the District’s standards, improve system monitoring capabilities, and align with current codes and best practices, Apex recommends that the Board approve and adopt the revised Minimum Design and Construction Standards and Specifications.

Enclosures: May 2026 KLWTD Construction Standards

SANITARY SEWER CONSTRUCTION STANDARDS

GENERAL NOTES AND STANDARD DETAILS FOR

KEY LARGO WASTEWATER TREATMENT DISTRICT

MAY 2026



INDEX OF DRAWINGS

- G-1.0 COVER SHEET
- G-2.0 GENERAL NOTES AND SPECIFICATIONS
- G-3.0 GENERAL NOTES AND STANDARD DETAILS
- G-4.0 GENERAL NOTES AND STANDARD DETAILS
- G-5.0 GENERAL NOTES AND STANDARD DETAILS
- G-6.0 GENERAL NOTES AND STANDARD DETAILS
- G-7.0 GENERAL NOTES AND STANDARD DETAILS
- G-8.0 GENERAL NOTES AND STANDARD DETAILS

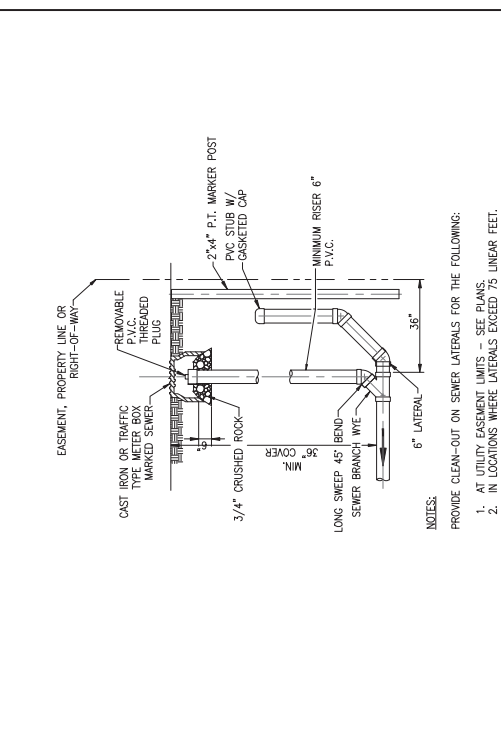
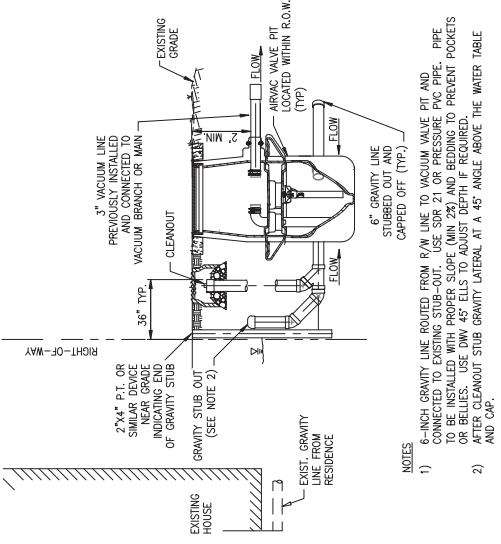
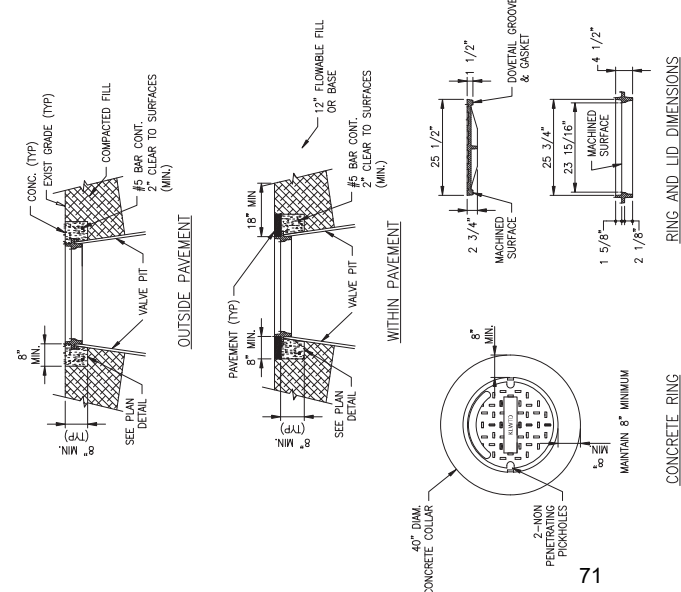
OWNER

KEY LARGO WASTEWATER TREATMENT DISTRICT
 103355 OVERSEAS HIGHWAY
 KEY LARGO, FL 33037

PREPARED BY

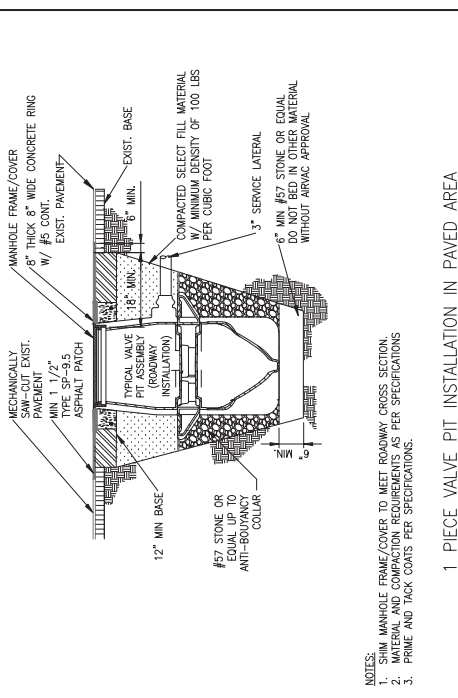
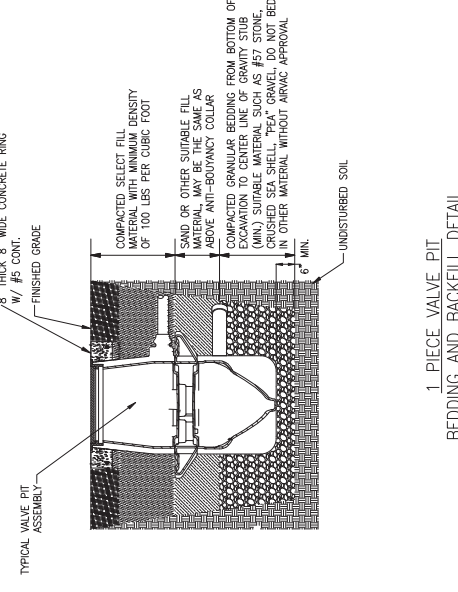
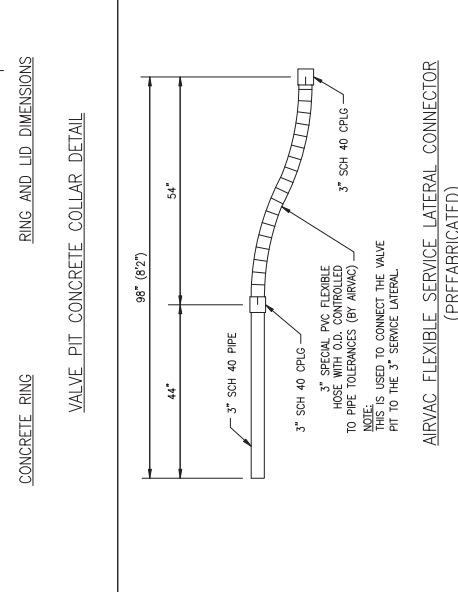
APEX COMPANIES, LLC.
 6805 OVERSEAS HWY
 MARATHON, FLORIDA 33050
 (941) 505-1700





NOTES:
 1. 6-INCH GRAVITY LINE ROUTED FROM R/W LINE TO VACUUM VALVE PIT AND CONNECTED TO EXISTING STUB-OUT. USE SDR 21 OR PRESSURE PVC PIPE. PIPE TO BE INSTALLED WITH PROPER SLOPE (MIN. 2%) AND BEDDING TO PREVENT POCKETS.
 2. AFTER CLEANOUT STUB GRAVITY LATERAL AT A 45° ANGLE ABOVE THE WATER TABLE AND CAP.

NOTES:
 1. AT UTILITY EASEMENT LIMITS - SEE PLANS.
 2. IN LOCATIONS WHERE LATERALS EXCEED 75 LINEAR FEET.



Project Information		Revisions	
Approved By:	Design:	Date:	Revisions Description:
KLWTD	APEX		
Scale:	N.T.S.	Drawn:	
Job No.:	KEY011	Checked:	
Date Issued:	05/09/2006		

VALVE PIT SECTION PRIOR TO HOME HOOK-UP

1 PIECE VALVE PIT BEDDING AND BACKFILL DETAIL

1 PIECE VALVE PIT INSTALLATION IN PAVED AREA

STANDARD DETAILS FOR KEY LARGO WASTEWATER TREATMENT DISTRICT (KLWTD)

GENERAL NOTES AND STANDARD DETAILS

SHEET NO. G-3.0

VALVE PIT SECTION PRIOR TO HOME HOOK-UP

1 PIECE VALVE PIT BEDDING AND BACKFILL DETAIL

1 PIECE VALVE PIT INSTALLATION IN PAVED AREA

STANDARD DETAILS FOR KEY LARGO WASTEWATER TREATMENT DISTRICT (KLWTD)

GENERAL NOTES AND STANDARD DETAILS

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GENERAL NOTES AND STANDARD DETAILS

SHEET NO. G-3.0

VALVE PIT SECTION PRIOR TO HOME HOOK-UP

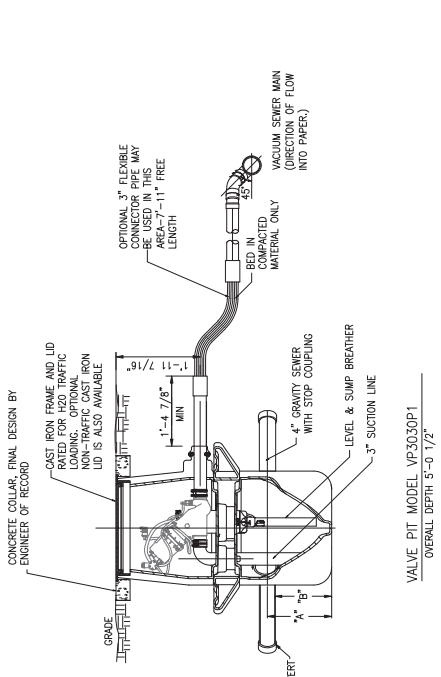
1 PIECE VALVE PIT BEDDING AND BACKFILL DETAIL

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STANDARD DETAILS FOR KEY LARGO WASTEWATER TREATMENT DISTRICT (KLWTD)

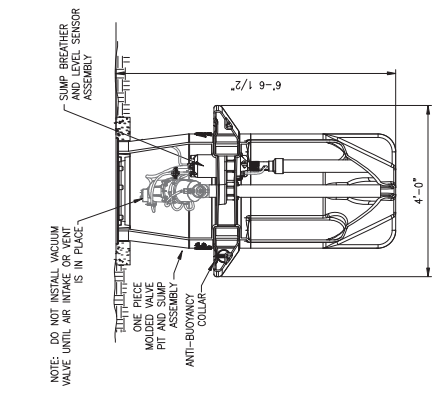
GENERAL NOTES AND STANDARD DETAILS

SHEET NO. G-3.0



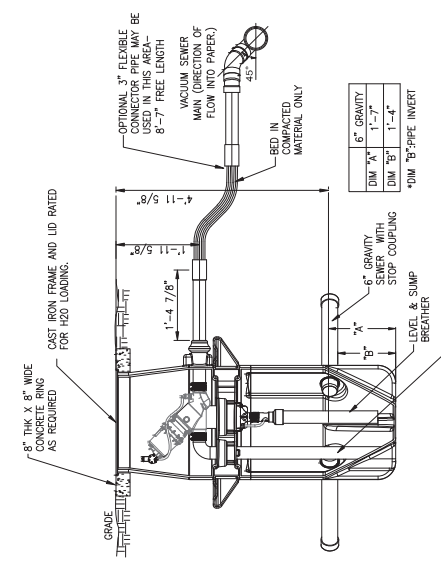
VALVE PIT MODEL VP3030P1
OVERALL DEPTH 5'-0" 1/2"

- NOTES:
1. ALL GROMMETS FOR VALVE PIT AND SUMP SUPPLIED BY ARMAC.
 2. HOUSING VALVE PIT AND PIT BOTTOM ARE FACTORY CUT. ALL GRAVITY LINE CONNECTION OPENING IN THE SUMP ARE FIELD CUT.
 3. WHEN INSTALLING ANY PIPE THROUGH A GROMMET, USE ONLY WATER, MILD DETERGENT, OR SILICONE LUBRICANT. NEVER USE PIPE JOINT GREASE.
 4. DO NOT INSTALL VACUUM VALVE UNTIL HOME VALVE LINE IS NEAR COMPLETION AND AIR INTAKE PIPING IS IN PLACE.
 5. THE GRAVITY SERVICE LINE IS TO BE INSTALLED WITH A MINIMUM OF 1/2% FALL TOWARD THE VALVE PIT. THESE DEVICES SHALL BE POSITIVE SEALING, CONTROLLED AND INTERLOCKED TO PREVENT UNDESIRABLE LIQUID LEVEL RISES. THESE DEVICES SHALL BE POSITIVE SEALING, SHALL NOT INHIBIT THE VALVE'S PERFORMANCE UNDER NORMAL CONDITIONS AND SHALL RESET AUTOMATICALLY WHEN RECOVERING FROM AN EMERGENCY HIGH LIQUID LEVEL EVENT.
 6. INSTALL VACUUM SERVICE LATERAL PIPING AND WHP WITH MIN. 0.2% FALL TOWARD VACUUM MAIN.

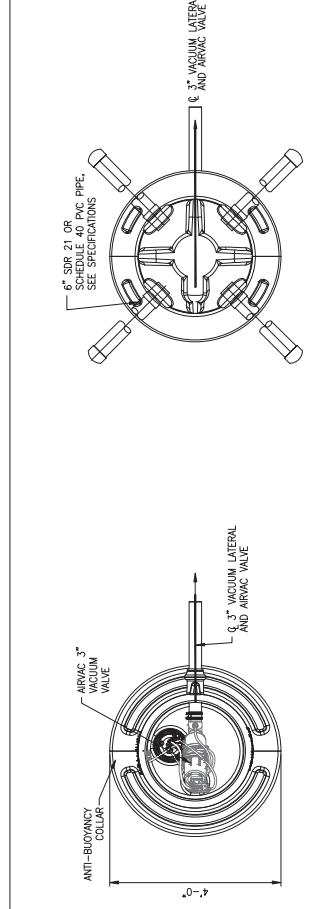


VALVE PIT MODEL VP4830P1
OVERALL DEPTH 6'-6" 1/2"
DEPTH TO CENTERLINE GRAVITY 4'-11" 5/8"

ONE-PIECE VALVE PIT ELEVATIONS

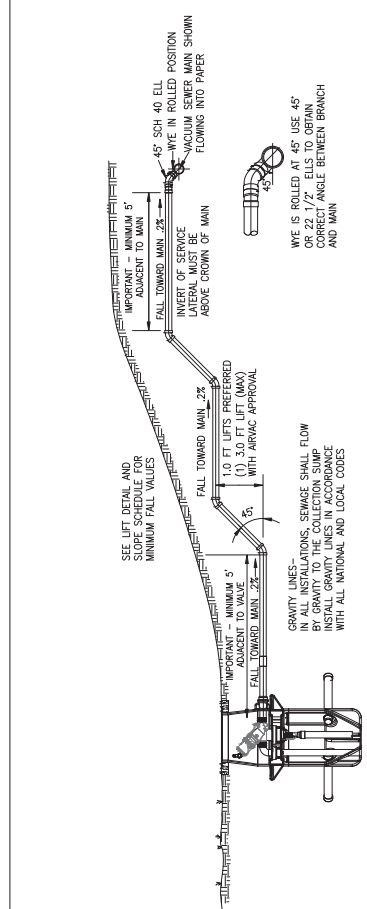


VALVE PIT MODEL VP4830P1
OVERALL DEPTH 6'-6" 1/2"
DEPTH TO CENTERLINE GRAVITY 4'-11" 5/8"



NOTE: WHEN INSTALLING ANY PIPE THROUGH A GROMMET USE ONLY WATER, MILD DETERGENT OR SILICONE LUBRICANT. NEVER USE PIPE JOINT GREASE.

VALVE PIT AND SUMP PLAN VIEWS



LIFT DETAILS FOR 3\"/>

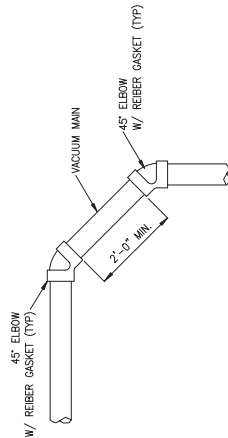
				STANDARD DETAILS FOR KEY LARGO WASTEWATER TREATMENT DISTRICT (KLWTD)		SHEET NO. G-5.0	
Project Information				Revisions			
Approved By:	KLWTD	Design:	APEX	Date:		Revisions Description:	
Scale:	N.T.S.	Drawn:	APEX				
Job No.:	KEY0311	Checked:	APEX				
Date Issued:	05/09/2016						

GENERAL NOTES:

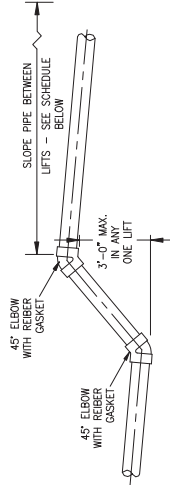
- SERVICE LINES:**
1. MINIMUM SLOPE BETWEEN LIFTS 0.20% OR 0.25 FT. IF DISTANCE BETWEEN LIFTS IS LESS THAN 125 FEET.
 2. MINIMUM SLOPE FROM VALVE PIT TO MAIN - 2" OR 0.20% FALL (WHICHEVER IS GREATER).
 3. MINIMUM DISTANCE FROM VALVE PIT TO LIFT - SERVICE LINE SHALL BE 5'-0" MINIMUM DISTANCE FROM LIFT IN SERVICE LINE TO CROSSOVER CONNECTION - 5'-0".

CROSSOVER CONNECTIONS (SERVICE LINE OR BRANCH CONNECTION TO MAIN)

1. MINIMUM SPACING BETWEEN ANY TWO CROSSOVER CONNECTIONS - 5'-0".
2. MINIMUM DISTANCE FROM TOP OF LIFT TO ANY CROSSOVER CONNECTION - 5'-0".
3. ALL CROSSOVER CONNECTIONS MUST ENTER OVER TOP OF THE MAIN (WYE IN VERTICAL POSITION).



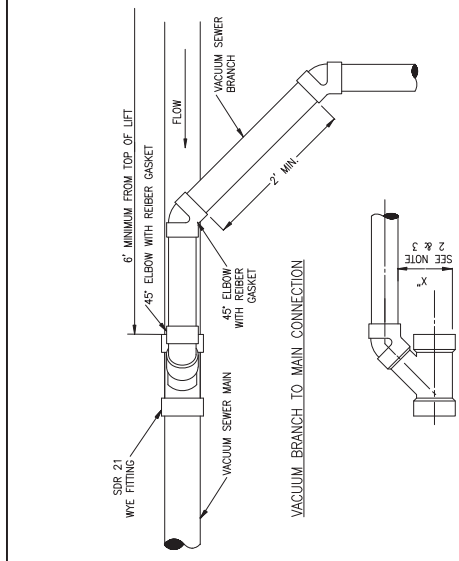
CHANGE IN DIRECTION



PIPE DIA	SLOPE SCHEDULE	
	MINIMUM FALL BETWEEN LIFTS USE GREATER VALUE OF (A) OR (B)	DISTANCE AT WHICH (B) COVERS
3"	0.20FT	>100FT
4"	0.25FT	>125FT
6"	0.25FT	>150FT
8"	0.25FT	>125FT
10"	0.25FT	>125FT

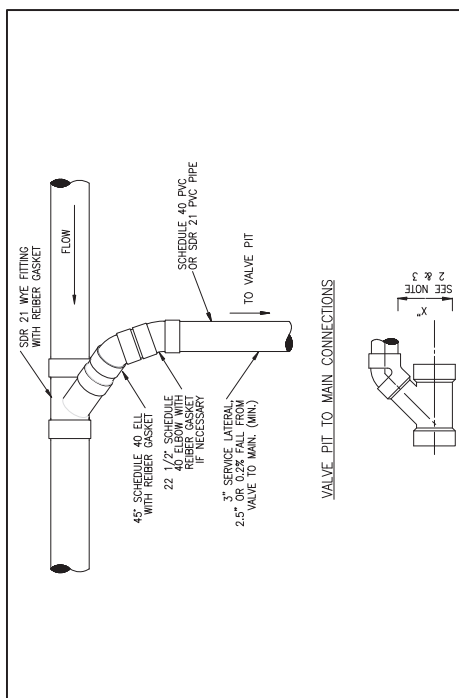
LIFT DETAIL AND SLOPE SCHEDULE

Project Information		Revisions	
Approved By:	Date:	Revisions Description:	
HW/WD	AP/EX		
Drawn:	AP/EX		
Checked:	AP/EX		
Date Issued:	05/09/2005		



VACUUM BRANCH TO MAIN LINE CONNECTIONS

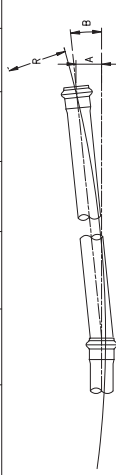
- NOTES:**
1. FITTINGS SHALL BE AS SPECIFIED IN SECTION 15481 - VACUUM SEWER SYSTEM AND ACCESSORIES.
 2. CONNECTION MAY BE ROTATED TO MAINTAIN ELEVATIONS NOTED ON THE PLAN AND PROFILE SHEETS.
 3. ADJUST PER FIELD CONDITIONS.
 4. FITTING AND PIPING DIAMETERS PER DRAWINGS.



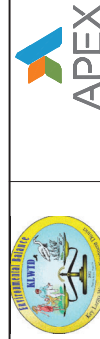
VACUUM SERVICE LATERAL TO MAIN OR BRANCH CONNECTION

- NOTES:**
1. FITTINGS SHALL BE AS SPECIFIED IN SECTION 15481 - VACUUM SEWER SYSTEM AND ACCESSORIES.
 2. CONNECTION MAY BE ROTATED TO MAINTAIN ELEVATIONS NOTED ON THE PLAN AND PROFILE SHEETS.
 3. ADJUST PER FIELD CONDITIONS.
 4. FITTING AND PIPING DIAMETERS PER DRAWINGS.

NOMINAL SIZE PVC PIPE (INCHES)	PVC DEFLECTION SCHEDULE		
	MAXIMUM DISTANCE OF OFFSET (INCHES)	MAXIMUM ANGLE OF OFFSET (DEG.)	MINIMUM RADIUS OF CURVE (FT.)
4	20'	20'	20'
6	8	4	2
8	8	4	2
10	8	4	2



MINIMUM SPACING BETWEEN SERVICE CONNECTIONS



STANDARD DETAILS FOR
KEY LARGO WASTEWATER TREATMENT DISTRICT (KLWTD)
GENERAL NOTES AND STANDARD DETAILS

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

Meeting Date:
May 19, 2026

Agenda Item Number: O-1

Action Required:
Yes

Department:
Legal

Sponsor:
Nicholas Mulick

Subject:

**VC Tavernier LLC- 92503 Overseas Hwy, AK No. 1101389; Reso No. 05-2026
- Lofts at Tavernier, Affordable Housing Development.** +

Summary of Discussion:

Staff recommends imposing a System Impact Charge in the amount of \$540,203.70 and increasing EDU assignment for 92503 Overseas Hwy, AK No. 1101389.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 540,203.70
Income
Funding Source:
Property Owner
Budgeted:
N/A

1. Reso No. 05-2026
2. Notice of System Impact Charge
3. Map

Approved By: 
General Manager

Date: 5-14-26

RESOLUTION NO. 05-2026

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“THE DISTRICT”) IMPOSING A SYSTEM IMPACT CHARGE (“SIC”) FOR THE PROPERTY LOCATED AT 92503 OVERSEAS HWY, TAVERNIER, FLORIDA, WITH ALTERNATE KEY NUMBER 1101389; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, VC Tavernier LLC is the owner of real property located at 92503 Overseas Hwy, Tavernier, Florida, with Alternate Key Number 1101389: The property is legally described in Exhibit “A” attached hereto and made a part hereof by reference (“the Subject Tax Parcel”); and

WHEREAS, upon review of VC Tavernier LLC’s proposed development of Lofts at Tavernier on the Subject Tax Parcel, District staff has determined that it will increase the demand on the District’s wastewater facilities; and

WHEREAS, the District’s General Rules and Regulations, Article IX, provide that an SIC shall be imposed on new customers and existing customers who modify, add, or construct facilities that impose a potential increased demand on the District’s wastewater facilities; and

WHEREAS, staff has recommended that the District’s Board of Commissioners (“the Board”) adopt a Resolution imposing an SIC on the Subject Tax Parcel; and

WHEREAS, the Board has considered the staff’s recommendation at a regularly scheduled meeting of the Board held on May 19, 2026

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. *System Impact Charge.* The Board finds that there is good and sufficient cause to impose an SIC in the amount of \$540,203.70.
- Section 3. *EDU Increase.* The wastewater base charge will be calculated based on 119.7 EDUs.
- Section 4. *Effective Date.* This Resolution shall be effective upon adoption by the Board.

Section 5. *Implementation.* The General Manager and/or his designee is authorized to take all actions necessary to implement the terms of this Resolution.

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

	AYE	NAY
Chairman Rodriquez	_____	_____
Commissioner Hardee	_____	_____
Commissioner Maloney	_____	_____
Commissioner Majeska	_____	_____
Commissioner Schwartz	_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted on the 19th Day of May, 2026

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

Approved to as to form and legal sufficiency:

ATTEST:

By: _____
Nicholas W. Mulick,
General Counsel

By: _____
Shannon McCully, Clerk

SEAL

Exhibit "A"

Legal Description

Parcel Address: 92503 Overseas Hwy, Tavernier

Parcel ID: 0089490-000000

Ak# 1101389

Legal Description:

A portion of Lot 6, MacDonald's Plat lying Easterly of the Easterly right of way line of Old State Road 4-A, and Recorded in Plat Book 1, at Page 64 of the Public Records of Monroe County, Florida and being more particularly described as follows:

BEGINNING at the Northwesterly corner of said Lot 6, P.B. 1, P. 64 on the Easterly right of way line of Old State Road 4-A; thence run N. 88°58'07" E. along the North line of Lot 6 for a distance of 1256.84 feet to the Northeast corner of Lot 6; thence run S. 02°34'13" E. along the East line of Lot 6 for a distance of 641.37 feet to the Southeast corner of Lot 6; thence run S. 89°19'34" W. along the South line of Lot 6 for a distance of 673.07 feet; thence run N. 00°02'56" W. for a distance of 531.01 feet; thence run N. 89°58'46" W. for a distance of 627.63 feet to a point on the Easterly right of way line of Old State Road 4-A; thence run N. 09°24'42" E. along said Easterly right of way line for a distance of 96.08 feet back to the POINT OF BEGINNING.



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

February 26, 2026

To: VC TAVERNIER LLC
1649 Atlantic Ave
Jacksonville, FL 32207

RE: System Impact Charge: Lofts at Tavernier,
92503 Overseas Hwy, Tavernier.

Please be advised that the Key Largo Wastewater Treatment District's ("District") Board of Commissioners ("Board") will consider imposing a System Impact Charge ("SIC") for the above-referenced parcel at an upcoming scheduled meeting.

The SIC is a charge to customers who construct facilities that impose a potential increased demand on the District's wastewater facilities. The SIC is the sum of the System Development Charge ("SDC") plus any additional direct or indirect fees incurred by the District to extend service to your parcel.

Your design plans of Lofts at Tavernier indicate your proposed project will result in an increased demand on the District wastewater facilities.

If approved by the Board, the following changes will be made to your account:

EDU Assignment: Your parcel's EDU assignment, which is used to calculate the SIC and wastewater base charge, will be increased from 1.0 EDU to 119.7 EDUs. See Attachment for calculations.

Additional Fees: Currently, there are no additional fees. The owner and contractor have agreed to install the pipe within the DOT right-of-way at their own expense to connect to the District's force main; therefore, no construction costs will be included in the SIC charge.

Total SIC Charge: \$540,203.70 Payment is due in full prior to the time of imposition (Board approval). See Attachment for calculations.

Wastewater Base Charge: The wastewater base charge, billed monthly by the Florida Keys Aqueduct Authority ("FKAA"), will be increased from \$30.60 to \$3,662.82. See Attachment for calculations.



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

You are welcome to appear at the board meeting where the SIC will be presented. If you would like to present any documents, please contact the District Clerk at 305-451-4019 ext. 210 or shannon.mccully@klwtd.com for more information.

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

ATTACHMENT

EDU Assignment: KLWTD Rules and Regulations provide that each non-residential tax parcel shall be assigned 1 EDU for 167 gallons per day (GPD). The District estimates water usage from the proposed Lofts at Tavernier to be 19,987.00 GPD for a total of 119.7 EDUs.

Previous System Development Charges: Your property was previously assigned 1.0 EDU for a total SDC assessment of \$5,200.00. The SDC has been reduced by previous payments in the amount of \$5,200.00, paying off the remaining SDC balance. The 1.0 EDU will be deducted from the EDU total.

SIC Calculation

EDU Increase (119.7 EDUs – 1.0 EDU)	118.7 EDUs
Total EDU Increase Charge (\$4,551.00 capacity fee per EDU x 118.7 EDUs)	\$540,203.00
Total SIC Charge Due	\$540,203.70

Wastewater Base Charge: The District collects a monthly base charge at the rate of \$30.60 per EDU (x 119.7 EDUs) for a total of \$3,662.82. This charge does not include the monthly volumetric charge (\$4.80 per 1,000 gallons of water consumed.) *Note, meters coded as Fire or Irrigation are not charged for wastewater.*

For further information or questions, you may have regarding the SIC please contact our Customer Account Specialist Alexis Irizarry (at 305-451-4019 ext. 210 or customer.service@klwtd.com)



Monroe County, FL



Overview



Legend

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

Parcel ID	00089490-000000	Alternate ID	1101389	Owner Address	VC TAVERNIER LLC
Sec/Twp/Rng	27/62/38	Class	COMMERCIAL		1649 Atlantic Blvd
Property Address	92503 OVERSEAS Hwy				Jacksonville, FL 32207
	TAVERNIER				
District	500P				
Brief Tax	27 62 38 ISLAND OF KEY LARGO PB1-64 PT LOT 6 G12-38 OR71-111 OR446-477 OR454-324 OR1602-1435 OR3169-2374				
Description	OR3304-373				
	<i>(Note: Not to be used on legal documents)</i>				

Date created: 4/6/2026
 Last Data Uploaded: 4/4/2026 2:05:47 AM



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

Meeting Date:
May 19, 2026

Agenda Item Number: O-2

Action Required:
Yes

Department:
Legal

Sponsor:
Nicholas Mulick

Subject:

**Blackstone Group Tavernier 925 LLC- 92501 Overseas Hwy, AK No. 1605689;
Reso No. 06-2026 - Publix Tavernier Development** +

Summary of Discussion:

Staff recommends imposing a System Impact Charge in the amount of \$245,754.00 and increasing EDU assignment for 92501 Overseas Hwy, AK No. 1605689.

Reviewed / Approved

Financial Impact

Attachments

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

\$ 245,754.00
Income
Funding Source:
Property Owner
Budgeted:
N/A

1. Reso No. 06-2026
2. Notice of System Impact Charge
3. Map

Approved By:  Date: 5-14-26
General Manager

RESOLUTION NO. 06-2026

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT (“THE DISTRICT”) IMPOSING A SYSTEM IMPACT CHARGE (“SIC”) FOR THE PROPERTY LOCATED AT 92501 OVERSEAS HWY, TAVERNIER, FLORIDA, WITH ALTERNATE KEY NUMBER 1605689; PROVIDING FOR ITS IMPLEMENTATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Blackstone Group Tavernier 925 LLC is the owner of real property located at 92501 Overseas Hwy, Tavernier, Florida, with Alternate Key Number 1605689: The property is legally described in Exhibit “A” attached hereto and made a part hereof by reference (“the Subject Tax Parcel”); and

WHEREAS, upon review of Blackstone Group Tavernier 925 LLC’s proposed development of Publix Tavernier on the Subject Tax Parcel, District staff has determined that it will increase the demand on the District’s wastewater facilities; and

WHEREAS, the District’s General Rules and Regulations, Article IX, provide that an SIC shall be imposed on new customers and existing customers who modify, add, or construct facilities that impose a potential increased demand on the District’s wastewater facilities; and

WHEREAS, staff has recommended that the District’s Board of Commissioners (“the Board”) adopt a Resolution imposing an SIC on the Subject Tax Parcel; and

WHEREAS, the Board has considered the staff’s recommendation at its regularly scheduled meeting of the Board held on May 19, 2026

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. *System Impact Charge.* The Board finds that there is good and sufficient cause to impose an SIC in the amount of \$245,754.00
- Section 3. *EDU Increase.* The wastewater base charge will be calculated based on 55.0 EDUs.
- Section 4. *Effective Date.* This Resolution shall be effective upon adoption by the Board.

Section 5. *Implementation.* The General Manager and/or his designee is authorized to take all actions necessary to implement the terms of this Resolution.

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

	AYE	NAY
Chairman Rodriquez	_____	_____
Commissioner Hardee	_____	_____
Commissioner Maloney	_____	_____
Commissioner Majeska	_____	_____
Commissioner Schwartz	_____	_____

The Chairman thereupon declared this Resolution duly passed and adopted on the 19th Day of May, 2026

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Nicolas Rodriguez, Chairman

Approved to as to form and legal sufficiency:

ATTEST:

By: _____
Nicholas W. Mulick,
General Counsel

By: _____
Shannon McCully, Clerk

SEAL

Exhibit “A”

Legal Description

Parcel Address: 92501 Overseas Hwy, Tavernier

Parcel ID: 00490250-000000

Ak# 1605689

Legal Description:

A portion of Lot 6, MacDonald's Plat Recorded in Plat Book 1, Page 64 and a Part of Tract 2, PLAT OF SURVEY OF ELLIS PROPERTY, Recorded in Plat Book 2, Page 99, all lying Easterly of the Easterly right of way line of Old State Road 4-A as Recorded in the Public Records of Monroe County, Florida and being more particularly described as follows:

COMMENCING at the Northwesterly corner of said Lot 6, P.B, 1, P. 64 on the Easterly right of way line of Old State Road 4-A; thence run S. 09°24'42” W. along the Easterly right of way line of Old State Road 4-A for a distance of 96.08 feet to the POINT OF BEGINNING of the parcel hereinafter described; thence run S. 89°58'46” E. for a distance of 627.63 feet; thence run S. 00°02'56” E. for a distance of 531.01 feet to a point on the South line of Lot 6; thence run along the South line of Lot 6, S. 89°19'34” W. for a distance of 596.34 feet to a point on the Southeasterly corner of Tract 2, P.B. 2, P, 99; thence continue along the South line of Tract 2, S. 89°19'34” W. for a distance of 148.15 feet to a point on the Easterly right of way line of Old State Road 4-A, said point being on a circular curve concave to the Northwest and having for its elements a radius of 2126.08 feet, a delta angle of 7°54'24”, a chord distance of 293.16 feet and a chord bearing of N. Doc. # 2483747 Page Number: 2 of 5

14°30'41” E.; thence run along the arc of said curve along the Easterly right of way line of Old State Road 4-A for a distance of 293.39 feet; thence run N. 87°25'20” E. for a distance of 49.95 feet to a point on the East line of Tract 2; thence run N. 04°58'58” W. along the East line of Tract 2 for a distance of 120.11 feet; thence run S. 87°27'20” W. for a distance of 18.99 feet to a point on the Easterly right of way line of Old State Road 4-A; thence run along the Easterly right of way line of Old State Road 4-A for a distance of 136.98 feet back to the POINT OF BEGINNING.



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

February 27, 2026

To: Blackstone Group Tavernier 925 LLC
1 Lawrence Sq
Springfield, IL 62704

RE: System Impact Charge: Publix Tavernier,
92501 Overseas Hwy, Tavernier.

Please be advised that the Key Largo Wastewater Treatment District's ("District") Board of Commissioners ("Board") will consider imposing a System Impact Charge ("SIC") for the above-referenced parcel at an upcoming scheduled meeting.

The SIC is a charge to customers who construct facilities that impose a potential increased demand on the District's wastewater facilities. The SIC is the sum of the System Development Charge ("SDC") plus any additional direct or indirect fees incurred by the District to extend service to your parcel.

Your design plans of Publix Tavernier indicate your proposed project will result in an increased demand on the District wastewater facilities.

If approved by the Board, the following changes will be made to your account:

EDU Assignment: Your parcel's EDU assignment, which is used to calculate the SIC and wastewater base charge, will be increased from 1.0 EDU to 55.0 EDUs. See Attachment for calculations.

Additional Fees: Currently, there are no additional fees. The owner and contractor have agreed to install the pipe within the DOT right-of-way at their own expense to connect to the District's force main; therefore, no construction costs will be included in the SIC charge.

Total SIC Charge: \$245,754.00. Payment is due in full prior to the time of imposition (Board approval). See Attachment for calculations.

Wastewater Base Charge: The wastewater base charge, billed monthly by the Florida Keys Aqueduct Authority ("FKAA"), will be increased from \$30.60 to \$1,683.00. See Attachment for calculations.



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

You are welcome to appear at the board meeting where the SIC will be presented. If you would like to present any documents, please contact the District Clerk at 305-451-4019 ext. 210 or shannon.mccully@klwtd.com for more information.

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

ATTACHMENT

EDU Assignment: KLWTD Rules and Regulations provide that each non-residential tax parcel shall be assigned 1 EDU for 167 gallons per day (GPD). The District estimates water usage from the proposed Publix Tavernier development to be 9,178 GPD for a total of 55.0 EDUs.

Previous System Development Charges: Your property was previously assigned 1.0 EDU for a total SDC assessment of \$5,200.00. The SDC has been reduced by previous payments in the amount of \$5,200.00, paying off the remaining SDC balance. The 1.0 EDU will be deducted from the EDU total.

SIC Calculation

EDU Increase (55.0 EDUs – 1.0 EDU)	54.0 EDUs
Total EDU Increase Charge (\$4,551.00 capacity fee per EDU x 54.0 EDUs)	\$245,754.00
Total SIC Charge Due	\$245,754.00

Wastewater Base Charge: The District collects a monthly base charge at the rate of \$30.60 per EDU (x 55.0 EDUs) for a total of \$1,683.00. This charge does not include the monthly volumetric charge (\$4.80 per 1,000 gallons of water consumed.) *Note, meters coded as Fire or Irrigation are not charged for wastewater.*

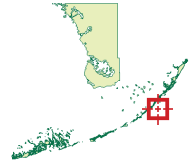
For further information or questions, you may have regarding the SIC please contact our Customer Account Specialist Alexis Irizarry (at 305-451-4019 ext. 210 or customer.service@klwtd.com)



Monroe County, FL



Overview



Legend

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

Parcel ID 00490250-000000 Alternate ID 1605689 Owner Address BLACKSTONE GROUP TAVERNIER 925 LLC
 Sec/Twp/Rng 27/62/38 Class COMMERCIAL 1 Lawrence Sq
 Property Address 92501 OVERSEAS Hwy 101 Springfield, IL 62704
 TAVERNIER

District 500P
 Brief Tax 27 62 38 ISLAND OF KEY LARGO PB1-64 PT LOT 6 & PLAT OF SURVEY OF ELLIS PROPERTY KEY LARGO PB2-99 PT TRACT 2 G12-38
 Description G67-464 G70-38 OR71-111 OR158-513 OR446-477 OR454-324 OR482-792 OR506-131 OR1602-1435 OR3127-614 OR3169-2374
 OR3304-134

(Note: Not to be used on legal documents)

Date created: 4/6/2026
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