



Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Tuesday, September 15, 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 September 1, 2026	4
G. GENERAL MANAGER	
1. KLWTD 457B Retirement Fund	8
2. October 6 th BOC Meeting	37
H. IT	
I. CUSTOMER SERVICE	
1. Customer Service Report – August 2026	38
J. BUDGET AND FINANCE	
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K. FIELD	
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L. PLANT/FACILITIES	
M. CAPITAL PROJECTS	
1. Capital Projects Report – August 2026	61

N. ENGINEERING

1. APEX Work Authorization 27-01 - Capital Projects	68
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O. LEGAL

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4. Refund to Florida Keys College for overpayment of Monthly Base Charge	116

P. COMMISSIONER'S ITEMS

Q. ROUNDTABLE

R. ADJOURNMENT

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

Meeting Date:

September 15, 2026

Agenda Item Number: F-1

Action Required:

Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

Minutes of September 1, 2026

Summary:

Staff to present the minutes of September 1, 2026, for approval.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

\$

Funding Source:

N/A

Budgeted:

N/A

Attachments

1. Minutes

Approved By: _____

General Manager

Date: _____

9-10-26



Key Largo Wastewater Treatment District
103355 Overseas Hwy, Key Largo, FL
Tuesday, September 1, 2026

MINUTES

CALL TO ORDER (A)

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

PLEDGE OF ALLEGIANCE (B)

Mr. John Brooke led the Pledge of Allegiance.

ROLL CALL (C)

Present were: Chairman Nicolas Rodriguez; Commissioners Tim Maloney, Philip Schwartz, and Matthew Hardee

Also present: General Manager Peter Rosasco; General Counsel Nicholas Mulick; District Clerk Shannon McCully; Finance Manager Jennifer Dempsey; Customer Service Manager Alex Irizarry; Field Manager Rudy Perez; Plant/Facilities Manager Ryan Dempsey; WWTP Lead Operator Adam Baptiste; Apex Engineering Steve Suggs and Rob Mather; IT Support Manny Santana

Appeared Virtually: HR and Project Administration Manager Laura Weinstock

Guest: Brown and Brown Insurance Tom Jones and Michelle Wilson

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

Approval of Agenda (D-1)

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

PUBLIC COMMENT (E)

No speakers.

APPROVAL OF MINUTES (F)

Minutes of August 18, 2026 (G-1)

Motion: Commissioner Hardee made a motion to approve the Minutes of August 18, 2026. Commissioner Maloney seconded the motion. Motion passed without objection.

GENERAL MANAGER (G)*FY2027 Proposed Insurance Renewal (G-1)*

Mr. Brown presented the proposed insurance renewal for fiscal year 2027.

Motion: Commissioner Schwartz made a motion to approve the renewal.
Commissioner Maloney seconded the motion.

Vote on Motion:

Commissioner Schwartz – Aye

Commissioner Maloney – Aye

Commissioner Hardee – Aye

Chairman Rodriguez – Aye

FY2027 Proposed Budget – Reso No. 16-2026 (G-2)

Mr. Rosasco presented the proposed budget for fiscal year 2027 and Resolution 16-2026.

Motion: Commissioner Maloney made a motion to approve the 2027 Proposed Budget and to adopt Resolution 16-2026.
Commissioner Schwartz seconded the motion.

Vote on Motion:

Commissioner Maloney – Aye

Commissioner Schwartz – Aye

Commissioner Hardee – Aye

Chairman Rodriguez – Aye

IT (H)

No report in agenda.

CUSTOMER SERVICE (I)

No report in agenda.

BUDGET AND FINANCE (J)

No report in agenda.

FIELD (K)*Field Report – July 2026 (K-1)*

Mr. Perez presented the Field monthly report.

PLANT/FACILITIES (L)*Plant/Facilities Report – July 2026 (L-1)*

Mr. Dempsey presented the Plant/Facilities monthly report.

CAPITAL PROJECTS (M)

No report in agenda.

ENGINEERING (N)

No report in agenda.

LEGAL (O)

Daniel & Cheryl Shalvatis – 803 La Paloma Rd, AK No. 9105533; Reso No. 17-2026 (O-1)
Mr. Mulick presented Resolution 17-2026 imposing a System Development Charge.

Motion: **Commissioner Schwartz made a motion to adopt Resolution 17-2026.**
 Commissioner Hardee seconded the motion.

Vote on Motion:

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

COMMISSIONER ITEMS (P)

No report in agenda.

ROUNDTABLE DISCUSSION (Q)

ADJOURNMENT (R)

The meeting was adjourned at 5:08 p.m.

Nicolas Rodriguez, Chairman

Shannon McCully, Clerk

Seal_____

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

Meeting Date:
September 15, 2026

Agenda Item Number: G-1

Action Required:
Yes

Department:
General Manager

Sponsor:
Peter Rosasco

Subject:
KLWTD 457B Retirement Fund

Summary:

Staff is recommending moving the District's 457B Plan from NWPS to Equitable Retirement Plan Services.

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

Approved By:  Date: 9-10-26
General Manager

Working Together to Make Retirement Simple



EQUITABLE

Prepared for: Key Largo Wastewater
Treatment District

August 2026

Meet the team



Steven Leatherman
Financial professional

- Provides seamless coordination for conversion to our 401(k).
- Local resource.
- Coordinates all pre-/post-sales activities.
- Financial planning resources.
- Ongoing employee enrollment and education.
- Ensures all participants are enrolled prior to asset transfer and provides confirmations.



**Retirement plan
account manager**

- A single point of contact.
- Dedicated client service teams for plan sponsors and participants to meet daily expectations and needs of the plan sponsor.
- 24-hour response time, same-day service on contributions and distribution processing.
- Available between 8:30 a.m.–7 p.m. ET (Monday–Thursday) and 8:30 a.m.–5 p.m. ET (Friday).
- U.S.-based customer service center in Syracuse, NY.



Jim Davis
Retirement plan consultant

- Works closely with you on plan sponsor needs and ongoing support.
- More than 20 years of experience.
- Onsite enrollment meetings.
- Assists with developing programs to increase employee engagement, plan participation.
- Assists your financial professional in providing a customized annual plan health review.

What is most important to you?



- Strategic and effective education



- Engage all employees



- Increase participation



- Rollover specialists



- Holistic financial education methodology



- Plan administration and support



- Expertise in 457 Gov't Market



- Stress free transition



- Competitive value



- Personal & consistent service

Addressing your needs



**Product
Enhancements**



Cost Savings



Fee Transparency



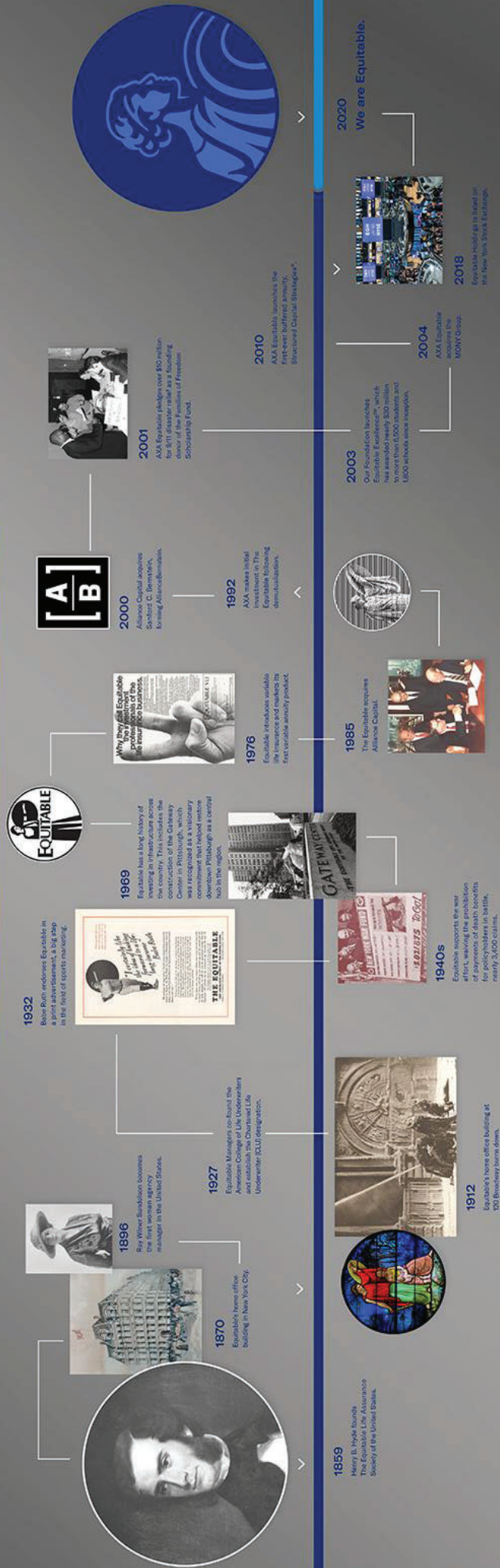
**Comprehensive
Participant Education**



**Best-in-Class
Investment Options**

Our History

Equitable through the ages



Why Equitable?

Experience, Proven Results, & Technology

More than

6 decades

of experience

More than

1m

participants

Ranked Top 5
Gov't 457 Plans

\$42b
in AUM

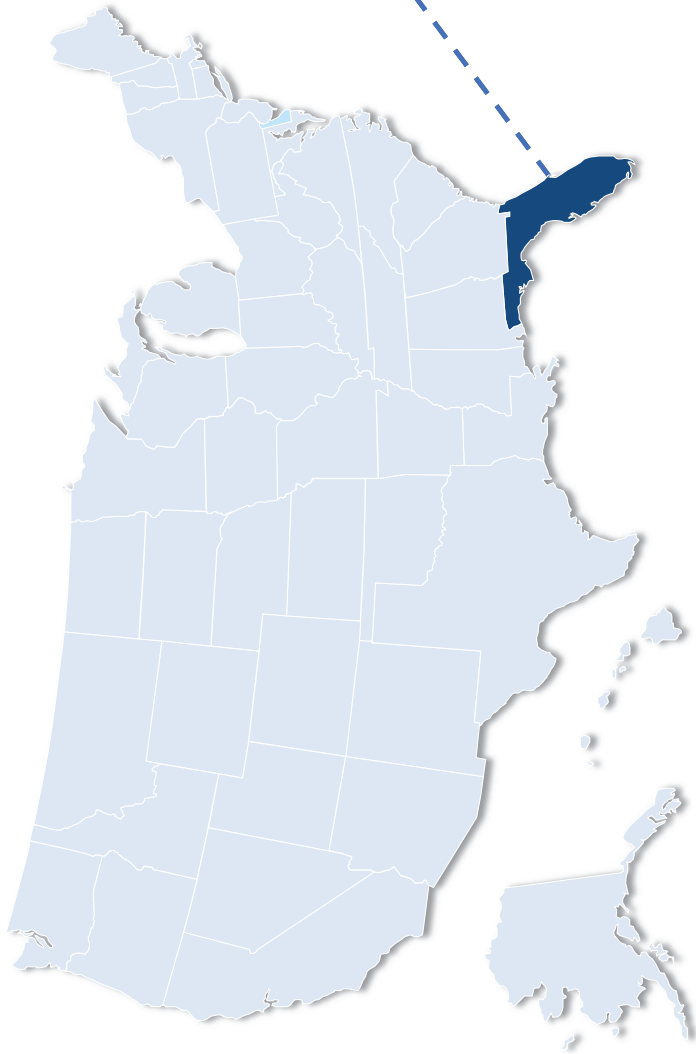
A track record of client
satisfaction

96% **satisfaction**
among clients

#1

in K-12 market for **participants** serving **804,708**
in K-12 market for **annual contributions** of **\$1.7 billion**
in K-12 market for **assets** with **\$31 billion**

Our Footprint



Equitable's Florida Footprint





Personalized Guidance

Value of a financial professional

Advisors lead to increased propensity to save and higher investment returns



Source: Equitable, "The value of the advisor: The impact of advisors on financial outcomes among K-12 educators," 2022.



Employee Experience & Education

Participant online enrollment options

Quick enroll

Contribution Rate
How much of your salary would you like to invest each pay period?
Roth is not available through Quick Enroll. Choose your **pre-tax** percentage:

8%	10%	12%
per paycheck, pretax	per paycheck, pretax	per paycheck, pretax

Select a minimum rate:

Quick Enroll is intended to capture an employee's desired pretax salary deferral percentage to enroll them in their plan in less than 1 minute.

Online enrollment Wizard

EQUITABLE

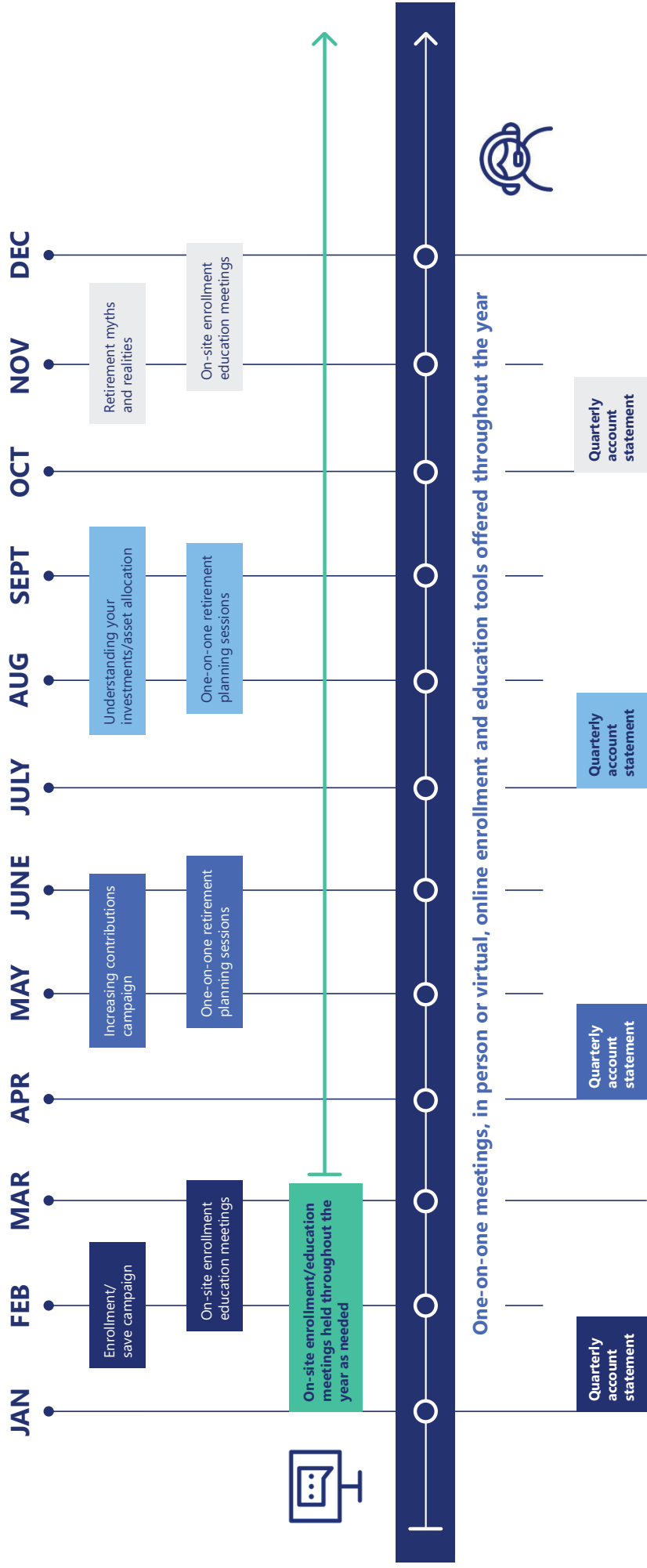
1. Select your plan
2. Choose your contribution rate
3. Select your investment options
4. Review and confirm

What age would you like to select?

What percentage of current income would you like to get at retirement?

The online enrollment **Wizard** is a step-by-step online enrollment that walks an employee through four steps to gather required account information, add beneficiaries, and review available investments and contribution calculations to help them reach their retirement savings goals.

Keeping your employees on track for a secure retirement



In-person and virtual enrollment and financial wellness seminars focused on:

The collage features several documents from Equitable:

- "Preparing for your retirement"**: A brochure titled "Make now your retirement easier" dated March 20, 2021.
- "The millennial generation plan"**: A document titled "Making milestones and meeting obligations" dated May 18, 2021.
- "Your credit score"**: A worksheet titled "Credit Score Worksheet" explaining factors like payment history, credit utilization, length of credit history, types of credit used, and new credit.
- "Maintain a good credit score"**: A section discussing how much more one might need because of taxes when saving more pretax.
- "Financial fundamentals"**, **"Millennials"**, **"Gen Xers"**, **"Preparing for retirement"**, **"Managing your account"**, **"Retirement myths and realities"**, **"Understanding investments"**, and **"Asset allocation"**: A series of circular icons representing different topics.
- "Explore Your Options"**: A document listing options like "Ask a Question", "Discover Topics", "Manager Profile", and "View History".
- "Take Charge When It's Time To Retire"**: A document discussing medical treatment as part of a strong response to health emergencies.
- "Five Strategies When It's Time To Retire"**: A document discussing finding out how one can potentially improve their portfolio bottom line through tax-efficient investing.
- "All About Withdrawals"**: A document discussing what every asset should know about taking withdrawals from a Section 529 plan.
- "SEE ALL RECOMMENDATIONS"**: A button linking to further recommendations.
- "My retirement planning personality is similar to this (if it does at all apply)"**: A questionnaire with sections for "I'm a planner", "I'm a spender", and "I'm a saver".
- "My marital status is (choose one)"**: A form with options like Single, Married, Divorced, etc.
- "I am in the following age group (choose one)"**: A form with age range options like 20-29, 30-39, 40-49, 50-59, 60-69, 70+.



13

Ongoing educational resources

Help your employees make better choices so they can look forward to retirement with confidence.

Education tools



Retirement education center

[Sign in](#)

[Start your journey](#)
[Support](#)



A better tomorrow starts with understanding today

Our retirement education center provides resources and tools to support you throughout your journey.



Starting out

Retirement may seem far away, especially when you're getting on with your life. But it's never too early to dream about your future, and it's never too early to start saving.

[Starting out](#)



Juggling middle

There's a lot you've accomplished – and likely so much more you want to do. And you're in the middle of your career today. You deserve a moment to step back and take stock of your retirement plans as you build toward your future.

[Middle](#)



Getting ready for your next chapter

Whether you're a few years away or just starting your retirement journey, your savings will support your passions, your health and your family is the prize of a life well-lived.

[Next chapter](#)

Retirement income calculator

Support

EQUITABLE

Q

I am years old and earn \$ a year.

I have saved \$ for retirement and contribute \$ every month .

Get your evaluation



Broad Selection of Investment Options

Over 15,000 investment options for selection

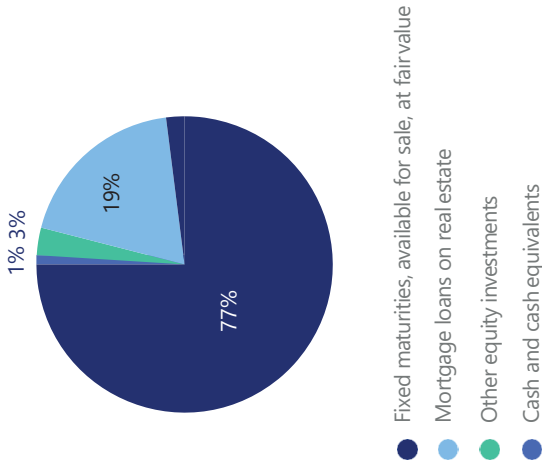


Alliance Bernstein is an affiliated company. All others are unaffiliated.

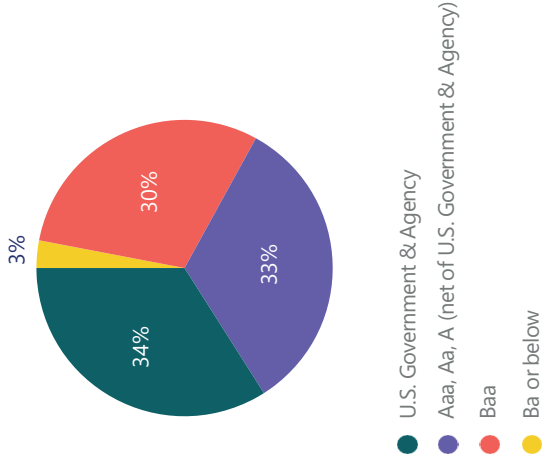


Equitable General Account

Investment asset breakdown^{8,9}



Total fixed maturities credit rating breakdown^{9,10}



Current Equitable financial strength ratings

Rating agency	Current rating	Relative ranking	Meaning of category
A.M. Best	A	3 rd highest of 15	"Excellent"
Moody's	A2	6 th highest of 21	"Good"
Standard & Poor's	A+	5 th highest of 20	"Strong"

Fixed account

2.0%

8 Net of Policy Loans, Trading Securities and other invested assets.
9 From Equitable June 30, 2018 Q Report filed with the SEC. Available at sec.gov/edgar/searchedgar/companysearch.html.
10 Total of Public and Private Fixed Maturities at Amortized Cost



Competitive costs and extraordinary value

Key Largo Wastewater Treatment District

Proposed Plan Pricing

	Asset-based	Per Participant	Advisor Fee
457 Plan Services	0.05%	None	0.32%



Fee summary: Core Plus Investment mapping



*Based on \$3,403,493 of plan assets
**Included in investment fund expense
For use with plan sponsors only. Not for use with, or distribution to, current or future plan participants.

Key Largo Wastewater Treatment District 457(b) Plan Summary

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36 Participants
ERV 0/Unbundled
Investment Performance as of June 30, 2026



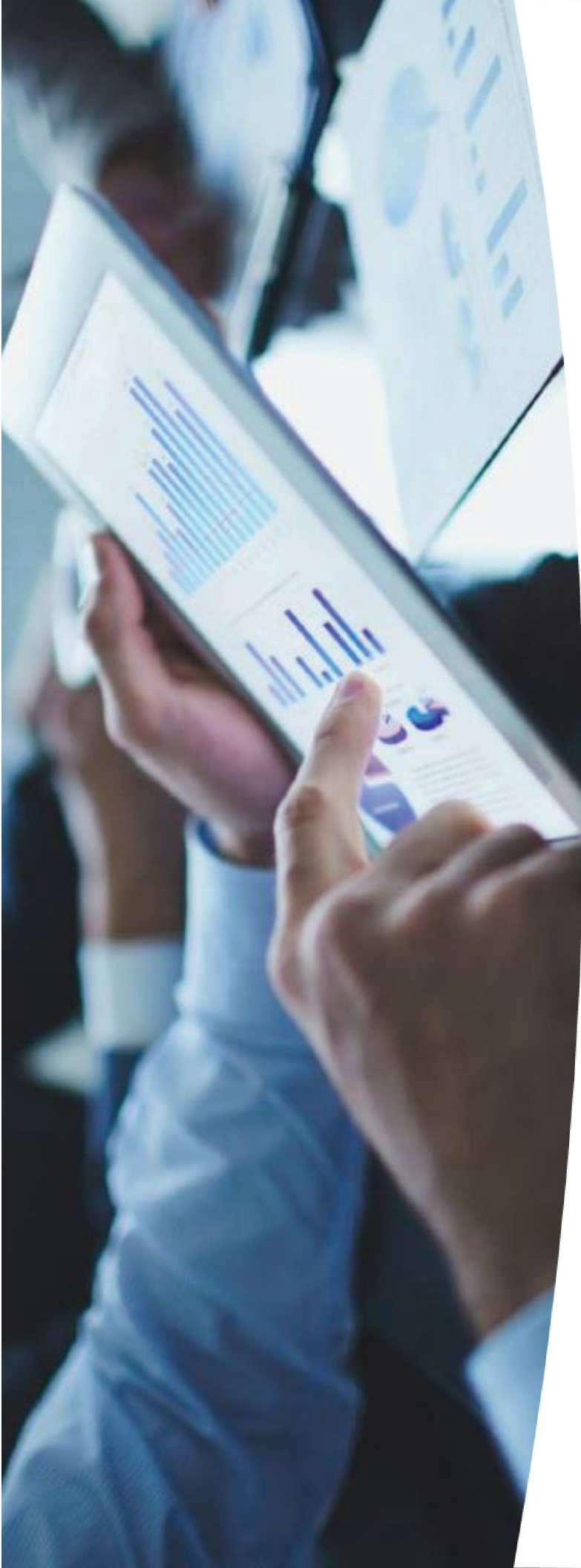
EQUITABLE

Current Funds	Asset Class	1Y	3Y	5Y	10Y	Net Exp Ratio	Proposed Funds	Assets	Net Gross Exp Ratio
American Funds US Government MMkt R2	Money Market	2.56%	3.32%	2.47%	1.35%	1.39%	Vanguard Federal Money Market Investor	\$353,177.00	1.39%
Nomura Diversified Income R ¹	Intermediate Core-Plus Bond	3.87%	4.44%	-0.10%	1.93%	0.92%	Baird Core Plus Bond Inst	\$165,971.00	1.14%
Vanguard 500 Index Admiral	Large Blend	22.27%	20.56%	13.36%	15.46%	0.04%	Fidelity 500 Index	\$95,226.00	0.04%
AMF Large Cap Equity AMF	Large Blend	18.08%	15.79%	12.11%	13.48%	1.89%	JPMorgan US Equity R6 ¹	\$434,411.00	1.89%
Invesco Main Street A	Large Blend	14.85%	16.92%	10.47%	12.69%	0.79%	JPMorgan US Equity R6 ¹	\$402,313.00	0.79%
T. Rowe Price U.S. Equity Research Adv	Large Blend	22.02%	20.78%	13.51%	15.66%	0.83%	JPMorgan US Equity R6 ¹	\$163,463.00	0.83%
Vanguard Total Stock Mkt Idx Adm	Large Blend	23.15%	20.41%	12.23%	15.03%	0.04%	Fidelity 500 Index	\$199,470.00	0.04%
Columbia Select Mid Cap Value A	Mid-Cap Value	36.76%	18.70%	12.02%	12.10%	1.13%	MFS Mid Cap Value R6 ¹	\$85,832.00	1.13%
Vanguard Mid Cap Growth Inv	Mid-Cap Growth	9.56%	13.05%	3.62%	10.95%	0.33%	JPMorgan Mid Cap Growth R6 ¹	\$55,403.00	0.33%
Victory Mid-Cap Core Growth A	Mid-Cap Growth	27.63%	17.27%	8.35%	11.32%	1.28%	JPMorgan Mid Cap Growth R6 ¹	\$83,980.00	1.28%
Franklin Small Cap Value R ¹	Small Value	31.67%	15.41%	8.54%	10.35%	1.22%	DFA US Targeted Value I ¹	\$171,461.00	1.23%
Nomura International Core Equity A ¹	Foreign Large Blend	12.60%	13.95%	6.95%	8.06%	1.02%	MFS Intl Diversification R6 ¹	\$51,631.00	1.30%
Vanguard International Core Stock Adm	Foreign Large Blend	31.56%	22.48%	12.34%	-	0.38%	MFS Intl Diversification R6 ¹	\$90,754.00	0.38%
BlackRock Emerging Mkts Inv A ¹	Diversified Emerging Mkts	54.37%	20.61%	4.92%	10.71%	1.12%	American Funds New World R-6	\$105,651.00	1.37%
Nomura Natural Resources R ¹	Natural Resources	35.65%	15.08%	13.30%	6.30%	1.22%	Vanguard Materials Index Admiral	\$18,990.00	1.73%
BlackRock Natural Resources A	Natural Resources	26.54%	11.72%	10.60%	8.78%	1.16%	Vanguard Materials Index Admiral	\$43,297.00	1.16%
BlackRock High Equity Income Investor A ¹	Derivative Income	19.67%	12.84%	9.31%	10.00%	1.10%	Baird Core Plus Bond Inst	\$104,392.00	1.22%
T. Rowe Price Retirement 2015 R	Target-Date 2015	11.73%	10.34%	4.63%	6.82%	0.99%	T. Rowe Price Retirement Blend 2015 Trust-A ¹	\$6,782.00	0.99%
T. Rowe Price Retirement 2020 R	Target-Date 2020	12.32%	10.73%	4.84%	7.45%	1.01%	T. Rowe Price Retirement Blend 2020 Trust-A ¹	\$25,771.00	1.01%
T. Rowe Price Retirement 2025 R	Target-Date 2025	12.95%	11.29%	5.12%	8.15%	1.03%	T. Rowe Price Retirement Blend 2025 Trust-A ¹	\$130,326.00	1.03%
T. Rowe Price Retirement 2030 R	Target-Date 2030	15.41%	13.13%	6.34%	9.59%	0.55%	T. Rowe Price Retirement Blend 2030 Trust-A ¹	\$10,568.00	0.55%
T. Rowe Price Retirement 2040 R	Target-Date 2040	19.25%	15.51%	7.50%	10.76%	1.09%	T. Rowe Price Retirement Blend 2040 Trust-A ¹	\$234,607.00	1.08%
T. Rowe Price Retirement 2045 R	Target-Date 2045	20.80%	16.48%	8.13%	11.27%	1.10%	T. Rowe Price Retirement Blend 2045 Trust-A ¹	\$547.00	1.10%
T. Rowe Price Retirement 2050 R	Target-Date 2050	21.31%	16.81%	8.35%	11.39%	1.12%	T. Rowe Price Retirement Blend 2050 Trust-A ¹	\$306,534.00	1.12%
		-	-	-	-	-	T. Rowe Price Retirement Blend 2010 Trust-A ¹		-
		-	-	-	-	-	Fidelity Mid Cap Index		-

Plan Sponsor & Financial Professional Use Only, Not For Use With Plan Participants.

Current Funds			Proposed Funds			Assets			Net Exp Ratio			
Asset Class	1Y	3Y	5Y	10Y	Gross Exp Ratio	Asset Class	1Y	3Y	5Y	10Y	Net Exp Ratio	Gross Exp Ratio
	-	-	-	-	-	Fidelity Small Cap Index						
	-	-	-	-	-	Fidelity Total International Index						
	-	-	-	-	-	T. Rowe Price Retirement Blend 2055 Trust-A ¹						
	-	-	-	-	-	T. Rowe Price Retirement Blend 2060 Trust-A ¹						
	-	-	-	-	-	T. Rowe Price Retirement Blend 2065 Trust-A ¹						
	-	-	-	-	-	T. Rowe Price Retirement Blend 2070 Trust A ¹						
	-	-	-	-	-	BlackRock High Yield K ¹						
	-	-	-	-	-	Fixed Account						
	-	-	-	-	-	Principal Real Estate Securities Inst ¹						
	-	-	-	-	-	Vanguard Explorer Adm						
	-	-	-	-	-	Vanguard Windsor II Admiral						
Average Expense Ratio: 0.95%												\$6,126.29
Weighted Expense Ratio: 1.06%												\$35,942.81
Weighted Revenue Collected (%): 0.00%												\$0.00
Asset Based Expense Total: 0.18%												
Billable Expense Total: \$0.00												
Asset Fee: \$0.00												
Investment Cost: \$0.00												
Revenue Collected (\$): \$0.00												
Summary												
Weighted 5 Year Return: 9.17%												
Est. Net Plan Fees (\$): \$42,069.09												
Est. Net Plan Fees (%): 1.24%												
Average Expense Ratio: 0.28%												\$12,592.92
Weighted Expense Ratio: 0.32%												\$11,058.63
Weighted Revenue Collected (%): 0.00%												\$0.00
Asset Based Expense Total: 0.37%												
Recordkeeping Cost 0.05%												
Advisor Compensation 0.32%												
Billable Expense Total: \$0.00												
Weighted 5 Year Return: 9.24%												
Est. Net Plan Fees (\$): \$23,651.56												
Est. Net Plan Fees (%): 0.69%												
Est. Savings (\$): \$18,417.53												
Est. Savings (%): 0.54%												

30



Plan Transition Timeline

Conversion timeline for:

Key Largo Wastewater Treatment District 457 Plan

Equitable's onboarding specialist coordinates the efforts of your plan implementation team.

Working closely together, they help ensure a smooth onboarding process as outlined below.



EQUITABLE

Phase 1	Phase 2	Phase 3	Phase 4
Plan review	System implementation	Participant enrollment	Transfer of funds from current recordkeeper
- o Submit paperwork to Equitable by 09/04/2026 - o Introduction and plan transition call - o Plan design call - o Sign adoption agreement - o Board resolution	- o Equitable system setup - o Web demo of online tools - o Set first payroll date - o Process first payroll (November 2026) - o Transition to Equitable relationship plan account manager (RPAM)	- o Provide census file - o Equitable provides enrollment materials - o Enrollment with Steven Leatherman and Jim Davis	- o Termination letter to Prior Recordkeeper by 09/04/2026 - o Develop & deliver blackout notice - o Transfer of assets expected by 11/06/2026



EQUITABLE

For Use with Plan Sponsors Only. Not for Use with or Distribution to Current or Future Plan Participants.

Your implementation team



David Jandke
Onboarding specialist

- Provides seamless coordination for plan conversion to our platform.
- Leads activities for the implementation team.
- Communicates status to plan sponsor during each step of the process.
- Ensures all participants are enrolled prior to asset transfer and provides confirmations.



Steven Leatherman
Financial professional

- Assists with coordination of plan conversion to our platform.
- Serves as a local resource.
- Coordinates pre-/post-sales activities.
- Provides financial planning resources.
- Leads employee enrollment and education activities.



Account manager

- Serves as single point of contact
- Coordinates client service teams to meet daily expectations and needs.
- Ensures 24-hour response time on contributions and distribution processing.
- Interacts with U.S.-based customer service center in Syracuse, NY.



Jim Davis
Plan consultant

- Works closely with you on plan sponsor needs and ongoing support.
- Assists with developing programs to increase employee engagement, plan participation.
- Assists your financial professional in providing a customized annual plan health review.

Why Equitable?

Experience, Proven Results, & Technology

More than

6 decades
of experience

More than

1m
participants

Ranked Top 5
Gov't 457 Plans

\$42b
in AUM

A track record of client
satisfaction

96% **satisfaction**
among clients

#1

in K-12 market for **participants** serving **804,708**
in K-12 market for **annual contributions** of **\$1.7 billion**
in K-12 market for **assets** with **\$31 billion**



Q&A
Thank you

Important information

Important note: Equitable believes that education is a key step toward addressing your financial goals, and we've designed this material to serve simply as an informational and educational resource. Accordingly, this brochure does not offer or constitute investment advice, and makes no direct or indirect recommendation of any particular product or of the appropriateness of any particular investment-related option. Your needs, goals and circumstances are unique, and they require the individualized attention of your financial professional.

Since 403(b)/457(b) plans are tax-deferred, annuities used to fund 403(b)/457(b) plans do not offer any extra benefits. If you are buying an annuity to fund a 403(b)/457(b) plan, you should do so for its features and benefits — and the annuity's costs and risks — compare to other options available through your 403(b)/457(b) plan. Amounts withdrawn may be subject to ordinary income taxes and a withdrawal charge. If amounts are rolled over from another eligible retirement plan, that is not a governmental 403(b)/457(b) plan, then these amounts may be subject to an additional 10% federal income tax penalty if you later take a distribution before age 59½. Other taxes may also apply. Consult your tax advisor if you have any questions.

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Equitable Financial Life Insurance Company (NY, NY)

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

Meeting Date:
September 15, 2026

Agenda Item Number: G-2

Action Required:
Yes

Department: General Manager
Sponsor: Peter Rosasco

Subject:
October 6th BOC Meeting

Summary:
Commissioners will discuss canceling or rescheduling the October 6, 2026, KLWTD Board of Commissioners meeting.

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

Approved By:  Date: 9-10-26
General Manager

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

Meeting Date:
September 15, 2026

Agenda Item Number: I-1

Action Required:
No

Department: Customer Service
Sponsor: Alex Irizarry

Subject:
Customer Service Report - August 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: 9-10-26
General Manager

Key Largo Wastewater Treatment District

Customer Service Report

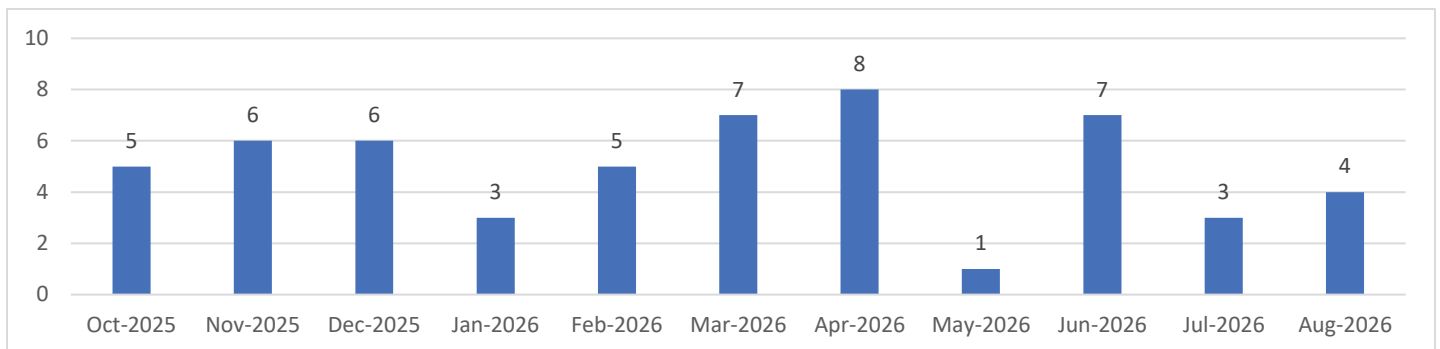
August 2026

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

Customer Service Requests

	Total
Backup	2
Billing	9
Demo	4
Field Department	6
Locate	1
MOD	5
NOA	8
Odor	2
Tie In Res	5
Total	42

Number of Completed Wastewater Connections



Completed Wastewater Connections for 4 Residential Properties:

- 19 Eagle Dr
- 103031 Overseas Hwy
- 19 Flamingo Rd
- 13 Sexton Cove Rd

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

Meeting Date:
September 15, 2026

Agenda Item Number: J-1

Action Required:
No

Department: Budget and Finance
Sponsor: Jen Dempsey

Subject:
Budget and Finance Report - August 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: 9-10-26
General Manager

August 2026

Budget and Finance Report

Long-Term Debt Summary	
SRF Loan KLNC 46401P	\$4,471,995.86

Next payment: January 2026: \$779,480.33

	Cash Flow	
	Deposits	Expenditures
Wastewater Billing Deposits Received	\$741,449.37	
Assessment Revenue Received (Non-Ad Valorem & SDC Prepayments)	\$2,773.81	
Islamorada Revenue	\$102,072.15	
Interest Income	\$106,144.57	
Grant Revenue (includes Stewardship and ACOE reimbursements, if applicable)	\$650,492.91	
District Expenditures (checks written)		\$1,140,572.64
Payroll		\$169,531.67
Total:	\$1,602,932.81	\$1,310,104.31

FKAA Wastewater Revenue Statistics

Date	Number of Customers Billed	WW Revenue Received	Date	Number of Customers Billed	WW Revenue Received
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	10,265 (9,383 Residential 882 Commercial)	\$682,774.77
May 2025	10,227 (9,350 Residential 877 Commercial)	\$778,032.51	May 2026	10,249 (9,369 Residential 880 Commercial)	\$788,441.63
June 2025	10,214 (9,337 Residential 877 Commercial)	\$670,479.78	June 2026	10,258 (9,379 Residential 879 Commercial)	\$652,856.28
July 2025	10,235 (9,361 Residential 874 Commercial)	\$639,287.25	July 2026	10,280 (9,396 Residential 884 Commercial)	\$702,228.72
August 2025	10,235 (9,358 Residential 877 Commercial)	\$715,933.48	August 2026	FKAA Stas Not Available at 9/9/26	\$741,449.37
Total Revenue from September 2024 Through August 2025		\$7,642,269.93	Total Revenue from September 2025 Through August 2026		\$8,422,940.25

Credit Card Fees paid by KLWTD: July 2026: \$6,408.88

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

Meeting Date:
September 15, 2026

Agenda Item Number: K-1

Action Required:
No

Department:

Field

Sponsor:

Rudy Perez

Subject:

Field Report - August 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: _____

General Manager

Date: _____

9-10-26

Wastewater Field Operations

There were a total of **21 service calls** for the month of **August** of these **(7) 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 **(3) systems generated** were found using the **(FVMS) Flo Vac Monitoring System**. The report shown below details the remaining **(14) customer calls**.

Date	Address	Incident	Response	KLWTD Issue
8/3/26	95625 Overseas Hwy	A customer called stating that they were experiencing backup difficulties.	Upon Field Techs' arrival on site, they noticed that the red light was on, but the buzzard was silenced. Upon opening the lid, they found the sump full, and pump unresponsive. Pump was replaced with a rebuild and the old one was turned in for service.	YES
8/3/26	94620 Overseas Hwy	A Homeowner called in stating that her toilets were gurgling and were starting to backup.	Upon Field Techs' arrival on site, the grinder pump was functioning normally. The homeowner's clean-out was checked and found that the water was draining slowly; grinder pump was simulated. Homeowner was notified to call a plumber backup was on the private side. (HOMEOWNER ISSUE)	NO
8/3/26	104700 Overseas Hwy	Received a customer call stating that their grinder pump alarm was on.	Upon field techs' arrival on site, they noticed that the sump to the grinder pump was low. Tech filled the sump with water to simulate the pump; multiple simulations were performed to assure pump statis was functional. (NOT A KLWTD ISSUE)	NO

8/4/26	166 Peace Ave	A customer called to notify us that sewage was coming out of the drain in front of their house.	Upon Field Techs' arrival on site, Techs found no issue with the pit. Pit was simulated multiple times. Cleanout was checked and found dry. Issue on the private side. (NOT A KLWTD ISSUE)	NO
8/4/26	15 Mockingbird Rd	We received a call from a customer regarding an odor coming from Vac Station A.	Upon Field Techs' arrival on site, they observed the odor control room and detected no odor. For precaution techs tested the odor control chamber and found no breakthrough of gases. (NO ODOR DETECTED)	NO
8/7/26	101691 Overseas Hwy	The customer called to report they were having back up difficulties.	Upon Field Techs' arrival they found no issues with the pit. Pit was simulated multiple times, and cleanout was found clear of debris or backups. (NOT A KLWTD ISSUE)	NO
8/8/26	15 Seaside Ave	The customer called in stating that the shower drains and toilets were draining very slowly and they wanted us to make sure that all was working on our side.	Upon Field Techs' arrival, the pit was manually discharged and the cleanout was checked. No issues were detected. Homeowner was notified. (HOMEOWNER ISSUE)	NO
8/8/26	102 Coastal Dr	Received a call from a customer call regarding their grinder pump backing up.	Upon Field Techs' arrival on site, Techs opened the lid and found the sump full. Techs tried to manually run pump but were unsuccessful they noticed that the float on the pump had come off. Once the pump was replaced it simulated and put back in service.	YES

8/11/26	127 Valois Blvd	Customers called in stating that their toilets and shower drains were slowly draining, they wanted someone to come out and observe the grinder pump.	Upon field tech's arrival, they noticed that the grinder pump was not working, pump was replaced and brought in for service.	YES
8/14/26	29 North Dr	Customer called in stating that there was a puddle out in the road and wanted to make sure it wasn't a sewer leak.	Upon Field Techs' arrival it was determined that the puddle out on the road was a leak coming from the water main. FCAA was notified and as well as the homeowner. (NOT A KLWTD ISSUE)	NO
8/15/26	105 Coastal Dr.	Customer called to report an alarm going off at the property.	Upon Field Techs' arrival, techs arrival they noticed that the alarm light was off. When opening the lid to the sump they noticed the pump was running and not shutting off. They diagnosed the pump and found the float deflated. Techs were able to fix the issue in the field. Homeowner was notified of findings.	YES
8/19/26	54 Tarpon Ave	Received a Call from a customer regarding a backup on the property.	Upon Field Techs' arrival on site, the buffer tank was functioning normally. The cleanout was checked and found dry and clear; pit was also simulated. Homeowner was advised to call a plumber. (PRIVATE OWNER ISSUE)	NO
8/27/26	1101 Calder Rd	Customer called stating that they were experiencing backup issues in the bathroom.	Upon Field Techs' arrival on site, the pit was functioning normally. The cleanout was checked and found dry and clear; pit was also simulated. Homeowner was advised to call a plumber. (HOMEOWNER ISSUE)	NO

8/30/26	Lot # 203 Calusa	Received a customer call regarding a backup on the property.	Upon Field Techs' arrival pit was observed and noticed when discharging they found that the rear fernco had moved from its place causing the pit to overwhelm. Once, the fernco was back in place. Techs discharged and cleared the sump. Pit was also simulated to assure the statis of the pit. Customer was notified of our findings.	YES
8/30/26	15 Mockingbird Rd	Customers called in regarding a different odor coming from Vac Station A.	Upon investigation Ryan and I noticed an odor coming from the exhaust fan from the pump room. We noticed that on the drip leg that collects moisture from the exhaust side of the vacuum pumps had a 1/14 hole that was not sealed properly. Meter showed 66 PPM we went ahead and sealed off hole. 9/3/26 We also found that the top exhaust outlet piping was full of water from moisture build up. That blockage did not allow for the exhaust to flow out as should, creating back pressure into the station.	YES

(3) Area Addressed with the Flow Vac Monitoring System

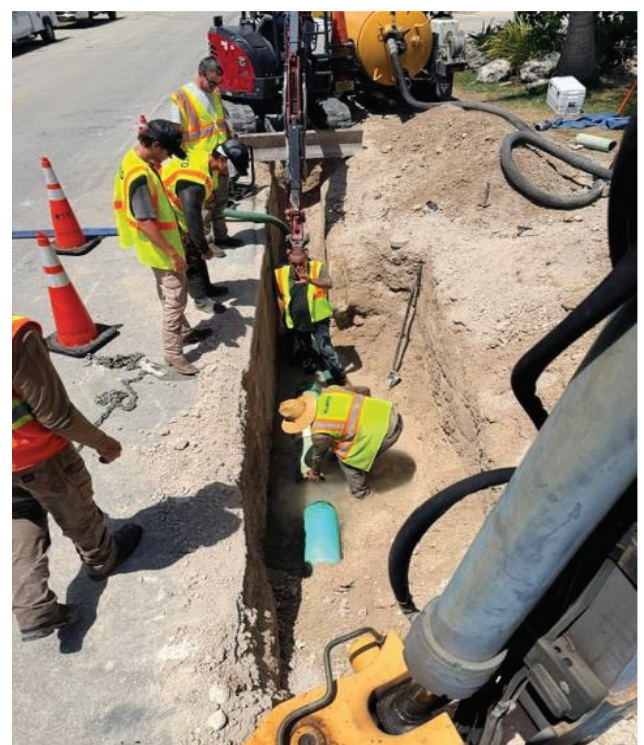
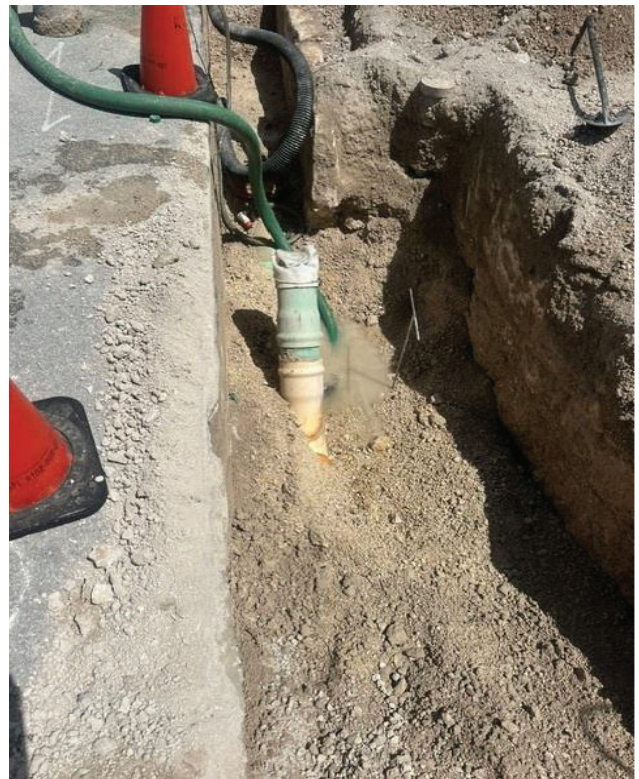
Date	Address	Incident	Response	Issue Found
8/8/26	49 N Marlin Ave	Received a low vacuum alarm call from Vac Station A	Field Tech isolated the tank valves to determine an area. Once determined they used the (FVMS) to find the issue.	Bad Valve
8/16/26	5 Corrine Pl	Received a Low vacuum alarm call from Vac Station E	Field Tech Isolated the tank valves to determine an area. Once determined they used the (FVMS)to find the issue.	Bad Controller

8/29/26	1029 Adams Dr	Received a low vacuum 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.	Debris in Valve
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The (4) System Generated Calls Not in (FVMS)

8/6/26	100301 Overseas Hwy	Received a low vacuum alarm call from Vac Station E	Upon Field Techs' arrival MOD isolated the tank valve to the big Area F-2 – 3 & 4. Nothing showed on the FVMS monitoring system. While isolating street valves they noticed vacuum had recovered.	Station Recovered
8/9/26	92431 Overseas Hwy	Received a low vacuum alarm from Vac Station JK	Upon Field Techs' arrival they noticed that the vac station had 2 faulted pumps. Once acknowledging the pumps station resumed normal.	Vacuum Pump 4 & 5 faulted.
8/18/26	100301 Overseas Hwy	Received a low vacuum call from Vac Station E	Upon Field Techs' arrival they noticed the vacuum had dropped down low. While trouble shooting the issue they found that the compressor had failed, in doing so that caused the isolation valve to close. Once a new compressor was brought out the isolation valve opened and tech was able to regenerate vacuum back up for the station.	Compressor Fail
8/30/26	102533 Overseas Hwy	Received a high-level lockout alarm from Vac Station G	Upon Field Techs' arrival they noticed that there was sewer on the floor in the tank room. When further looking into the issue they noticed that an EQ ball valve had blown out. Once replacing it with a new one they were able to pump down sewer tank, And resume the station back to normal.	Broken EQ valve

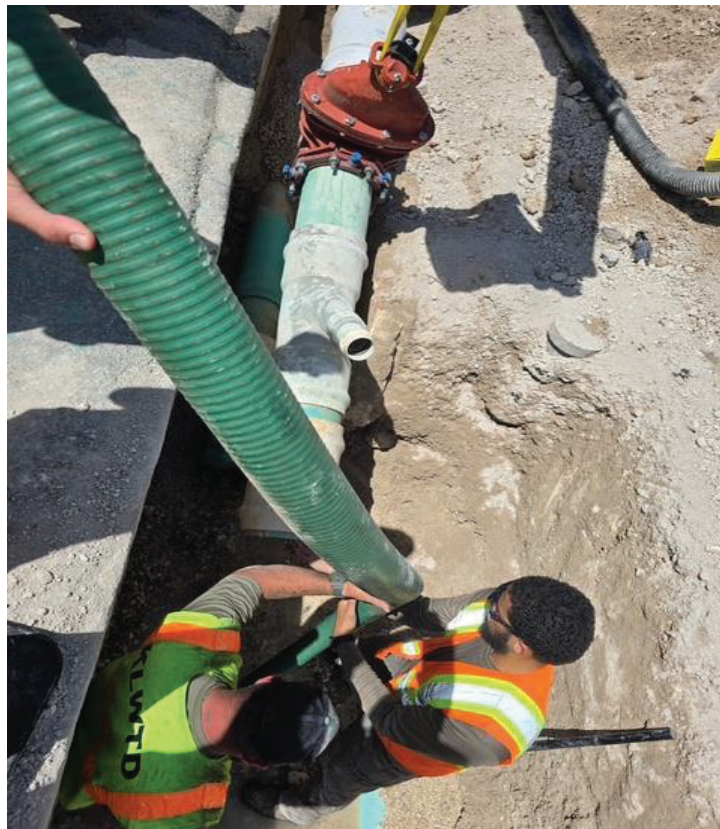
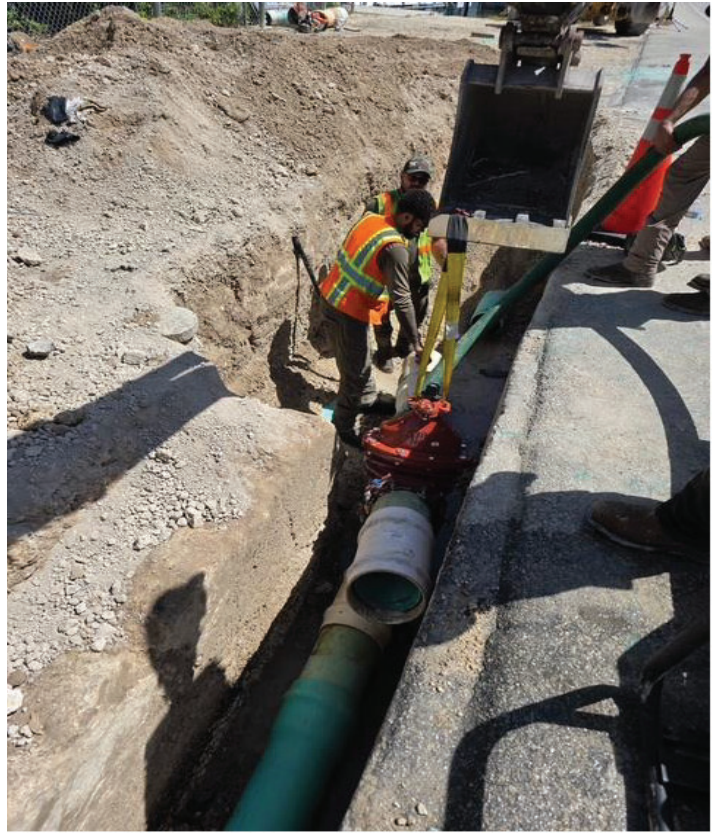
Removal of 10" Gate Valve and a 10x8 WYE (Part I)



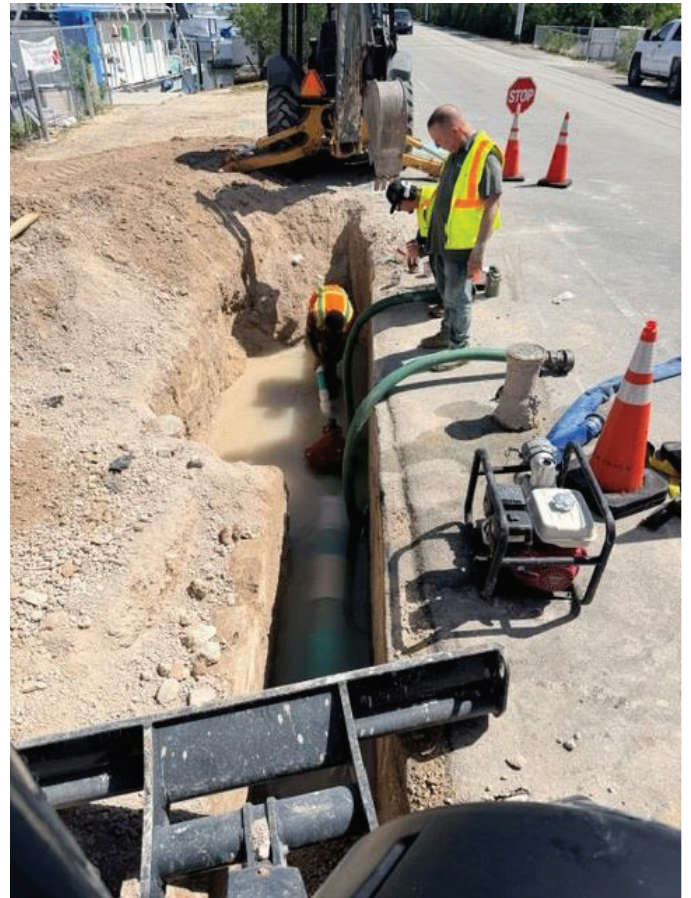
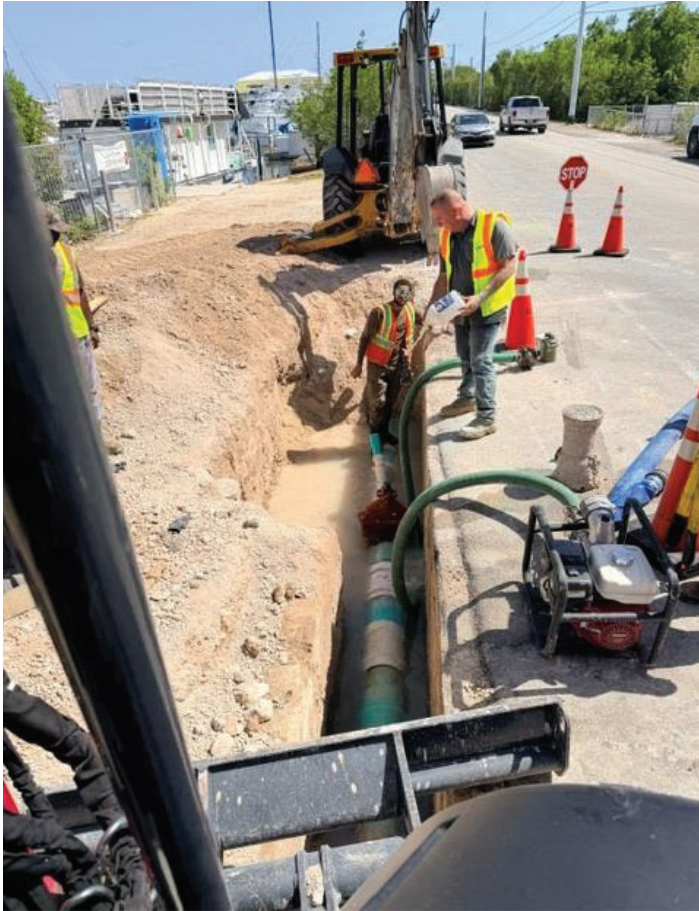
Removal of 10" Gate Valve and a 10x8 WYE (Part II)



New 10" Gate Valve with an Addition of a 10x3 WYE (Part I)



New 10" Gate Valve with an Addition of a 10x3 WYE (Part II)



H2S Testing at Vac Station A (Part I)

Lower port testing 25 ppm



Middle port test 34 ppm



Upper port test 5 ppm



H2S Testing at Vac Station A (Part II)

Outlet Testing



Intake Test in - sink Chamber



Lower port on in - sink chamber showing 0 ppm



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

Meeting Date:

September 15, 2026

Agenda Item Number: K-2

Action Required:

Yes

Department:

Field Operations

Sponsor:

Rudy Perez

Subject:

Vacuum Pump Re-Builds

Summary:

Mr. Perez will request approval a quote from KB Vacuum Pump Solutions, LLC for 5 Vacuum Station Pump Re-Builds.

Reviewed / Approved

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

Financial Impact

\$ 67,500.00

Expense

Funding Source:

District

Budgeted:

Yes

Attachments

1. KB Vacuum Pump Solutions LLC Quote
2. Airvac Quote
3. Flovac Quote

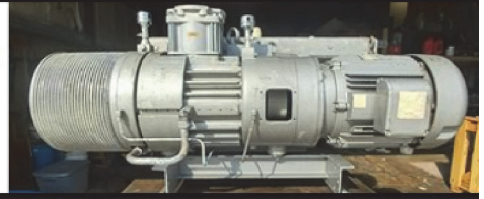
Approved By: _____

General Manager

Date: 9/11/2026



KB VACUUM PUMP SOLUTIONS, LLC



203 West Marion Ave #2
Edgewater FL 32132
386-847-2982

Estimate

Name / Address
Key Largo Waste Water Treatment District 100301 Overseas HWY Key Largo, FL 33037

Date	Estimate #
3/19/2026	1135

Project

Description	Qty	Rate	Total
630 Exchange pump. FREE	5	13,500.00	67,500.00
Pump come with a 2 year limited warranty.		Total	\$67,500.00



AIRVAC Inc
4217 N Old US Highway 31
Rochester IN 46975
United States

Quote
#QUO1198
9/1/2026

Bill To

Key Largo Wastewater Treat.
Dist
PO Box 491
Key Largo FL 33037
United States

Ship To

Key Largo Wastewater Treat.
Dist
10335 Overseas Hwy
Key Largo FL 33037-4762
United States

TOTAL

\$79,435.00

Freight is not included in quote.
A handling fee will apply if shipping collect.

Customer #	Expires	Terms	WBS #	Currency	Shipping Method
10000584	10/1/2026	Net 30	US13KEY02P01	US Dollar	

Quantity	Item	Rate	Amount
5	NS-VAC PMP ACCS VACUUM PUMPS & ACCESSORIES ***** *RCO630 vacuum pump exchange fee. Exchange pump to have new module. Core pump to have working motor & exhaust box otherwise additional fees to apply. Core pump must be ready for pick up within 15 business days of delivery of exchange pump, otherwise additional fees to apply. **inbound/outbound freight included in quote *****	\$15,887.00	\$79,435.00

Subtotal \$79,435.00

Tax \$0.00

Total \$79,435.00

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**Flovac
Americas**
13 Utility Dr.
Suite B
Palm Coast, FL
32137

Sales Quote



Order number
Date

QU-1496
Sep 03, 2026

Billing Address

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

Phone

305-522-4019

Payment Terms

Net 30

Contact

Rudy Perez

Email

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

Product	Quantity	Unit Price	Tax code	Subtotal
OEM Aftermarket R5 630 Pump - Exchange Exchange 630 Pump, no motor	5	\$16,500.00	Taxable	\$82,500.00
Shipping - TBD	1	\$0.00	Taxable	\$0.00

Remarks

Quote is valid for 30 days

Subtotal	\$82,500.00
Total	\$82,500.00

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

Meeting Date:
September 15, 2026

Agenda Item Number: M-1

Action Required:
No

Department: Capital Projects
Sponsor: Robert Mather

Subject:
Capital Projects Report - August 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: 9-10-26
General Manager

Key Largo Wastewater Treatment District Capital Projects Report

Including updates through August 2026

Current Capital Projects

Effluent Filtration Upgrades (LPA0243)			
Original Contract Amount:	\$3,043,820.00	Funding Source:	FDEP Stewardship (LPA0243)
Current Contract (Including ODP's, CO's, Amendments):	\$3,343,823.76	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$2,882,800.16	Engineering Paid to Date:	\$509,389.21 (15.2%)
Retainage Held?	Yes, 5%	Project Completion:	88%
Balance to Complete:	\$461,023.60	On Schedule?	No
Contract Start Date:	05/18/2023	In Liquidated Damages?	Yes
Contract Substantial Completion:	06/17/2025	Days in Liquidated Damages and Rate:	455 days at \$1,000/day
Contract Final Completion:	07/17/2025	Total Liquidated Damages:	\$455,000

Project Updates:

- Evoqua submitted their Final Inspection Report Summary on July 18th, 2025, attributing the corrosion issues to process/reuse water and stagnant conditions rather than workmanship.
- Filter start-up was scheduled for the week of April 27th, 2026 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 required repair or replacement before the system can be fully tested and placed into operation.
- Evoqua's startup activities were halted after the backwash pump failed, preventing completion of filter commissioning and placement into service.
- Evoqua has ordered an exact stainless steel cased replacement backwash pump from Grundfos in mid-June, with a lead time of 30-weeks expected for arrival.
- Due to the unresolved pump failure, incomplete commissioning, and other outstanding work and contract requirements, KLWTD and Apex issued a Notice to Cure to Reynolds Construction requiring a recovery plan to accomplish timely completion of the remaining work.
- Reynolds has ordered a temporary cast-iron backwash pump to allow startup and testing of the disc filter upon arrival. Apex reviewed and approved the pump for temporary use while KLWTD awaits delivery of the permanent stainless-steel pump.
- The temporary Cast Head backwash pump arrived on August 31st and will be installed in the coming period.

Collection System Monitoring (LPA0424)			
Original Contract Amount:	\$7,575,677.00	Funding Source:	USACE & FDEP Stewardship (LPA0424)
Current Contract (Including ODP's, CO's, Amendments):	\$9,464,730.86	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$9,054,191.75	Engineering Paid to Date:	\$1,121,431.75 (11.8%)
Retainage Held?	Yes, 5%	Project Completion:	96%
Balance to Complete:	\$410,539.11	On Schedule?	Yes
Contract Start Date:	07/26/2022	In Liquidated Damages?	No
Contract Substantial Completion:	08/31/2026	Days in Liquidated Damages and Rate:	0 days at \$500/day
Contract Final Completion:	09/30/2026	Total Liquidated Damages:	N/A
<u>Project Updates:</u> • 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 have been completed with a total of 3,000 rebuilds. • IVC and Flovac have completed installation of the vacuum monitoring system across all 2,967 vacuum pits and buffer tanks. Completion documentation was finalized in January and provided to KLWTD. • Grinder Pump/Low-Pressure monitoring installation has been completed with all 156 monitoring sensors installed for the project. • Substantial completion documentation for the valve rebuilds was completed in June. • In August, Flovac and Apex continued coordinating the remaining force main monitoring installations, including the reinstallation of previously installed components. Following review of the initial installations, the required materials and installation methods were clarified to ensure the remaining work meets the project requirements. Coordination continued through the end of August to review, approve, and procure the necessary materials. A portion of the required materials was delivered on August 27, with the remaining items anticipated to arrive in early September. • The construction progress meeting was delayed allowing for the monitoring equipment to be procured.			

Power Conditioning and Electrical Upgrades at the WWTP (LPA0426)			
Original Contract Amount:	\$2,670,450.00	Funding Source:	R&R & FDEP Stewardship (LPA0426)
Current Contract (Including ODP's, CO's, Amendments):	\$3,221,662.94	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$2,664,168.28	Engineering Paid to Date:	\$556,559.55 (17.3%)
Retainage Held?	Yes, 5%	Project Completion:	83%
Balance to Complete:	\$557,494.66	On Schedule?	Yes
Contract Start Date:	01/22/2025	In Liquidated Damages?	No
Contract Substantial Completion:	11/30/2026	Days in Liquidated Damages and Rate:	0 days at \$1,000/day
Contract Final Completion:	12/30/2026	Total Liquidated Damages:	N/A
<u>Project Updates:</u> - 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 voltage regulation transformer procurement, ATS and disconnect placement, and wiring. - The additional conductors pulled from the transformer have been routed through the current ATS and are ready for termination in new ATS during the planned shutdown on 6/10. - The Shutdown for the ATS connection was split into two nights to allow for the main service to be connected on the first night and the Generator connections to be made in the subsequent night shutdown. - Inspection reports continued to document open items and quality-control items, including conduit fitting adjustments at select GFCI locations and surface cleanup on walkways. - Pedro Falcon's Change Order No. 5 was approved at the August 18 Board meeting. Pedro Falcon plans to complete the required lightning protection mast extension when the voltage regulation transformer arrives on site and additional electrical work is underway. - The Voltage Regulation Transformer (SureVolt) is a two-part shipment, with a pallet of additional parts and spares with the device on a separate shipment. The pallet of additional parts and spares arrived on Wednesday August 26th. The shipment of the device is projected to be in early September. - Pedro Falcon, KLWTD, and APEX staff attended construction progress meetings on August 12th and 26th.			

Vacuum Stations Odor Control (KG004)			
Original Contract Amount:	\$4,009,141.26	Funding Source:	R&R & FDEP Stewardship (KG004)
Current Contract (Including ODP's, CO's, Amendments):	\$4,176,452.89	Estimated Engineering and Other Costs Percentage:	15%
Construction Paid to Date:	\$3,622,635.19	Engineering Paid to Date:	\$331,919.00 (7.9%)
Retainage Held?	Yes, 5%	Project Completion:	87%
Balance to Complete:	\$553,817.70	On Schedule?	Yes
Contract Start Date:	03/28/2025	In Liquidated Damages?	No
Contract Substantial Completion:	01/20/2027	Days in Liquidated Damages and Rate:	0 days at \$1,000/day
Contract Final Completion:	02/19/2027	Total Liquidated Damages:	N/A
<u>Project Updates:</u> - As of October 22nd, 2025, 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. - CO #3 was approved by the Board on July 21, 2026. - Vacuum Station A & D's generators were delivered on July 28th. Both generators have been fastened in place and their belly tanks filled with fuel. Load testing and startup have been completed at Vacuum Station D, and is scheduled to occur on September 4th at Vacuum Station A. - Contractor has begun installation of additional maintenance flanges at each Vacuum Station. - Contractor has begun ordering materials for the Vacuum Station E belly tank replacement; manufacturer to provide fuel tank drawing submittal in the coming period for Apex review. - Apex is working on the design to reroute the odor control line above the entrance of the metal storage shed at Vacuum Station E. - Belle Construction, KLWTD, and Apex staff attended a construction progress meeting on August 13th, and 27th, 2026.			

Upcoming Capital Projects

EQ Tanks and Headworks Project (LPA0425)			
Expected Project Cost	\$15,641,000	Est. Design	90%
Existing State Funds	\$6,547,280	Est. Design Completion	Oct 2026
Funding Source	FDEP Resilient Florida & Stewardship (LPA0425)	Est. Construction Dates	February 2027 – February 2029
Project Status: The EQ Tanks and Headworks Project includes two (2) new 500,000-gallon pre-equalization tanks, a new headworks screening system, and related appurtenances and improvements. The project has reached the 90% design milestone, and a 90% progress plan set has been issued to the Owner and the Village of Islamorada for review and comments as the design progresses towards 100% completion. Updated CROM drawings reflecting the dual-tank configuration are anticipated to be received soon for integration into the overall plan set. Coordination with TSC Jacobs and Heyward remains ongoing for key components such as odor control, aeration diffusers, headworks screens, conveyors, control panels and the screening disposal system to confirm compatibility with the updated tank design. The team also continues to evaluate the existing electrical system onsite and coordinate the electrical upgrades required to support the proposed improvements, while process and instrumentation updates continue to advance. Apex has submitted a modification request to the existing Environmental Resource Permit (ERP) for the onsite stormwater management system to account for the proposed improvements. Remaining permitting activities include completion of the FDEP WWTP Operating Permit modification to incorporate dual-tank design and associated upgrades.			
Critical Systems Resilience and Mitigation Upgrades			
Expected Project Cost	\$15,957,588	Funding Source	FDEP Resilient Florida & Stewardship
Existing State Funds	\$7,978,794	Est. Construction Dates	Feb 2027 – Feb 2029
Project Status: Vacuum Tank Upgrades: This project includes replacement of existing steel vacuum tanks at all KLWTD vacuum stations with new corrosion-resistant fiberglass reinforced plastic tanks. Design work remains underway for Vacuum Station A and E tanks. The Vacuum Station E design plans are nearing the 90% completion milestone. Spot digs have been completed at Vac E to survey the tie in elevations and depth of excavation for the temporary tank. <i>Est. Design Completion: October 2026.</i> Ductile Iron Pipe Rehabilitation Project: This project rehabilitates ~4,200 linear ft of corroded ductile iron pipes 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. Design is nearing the 90% for the pipe rehabilitation and 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. <i>Est. Design Completion: October 2026.</i> Floodproofing WWTP & Vacuum Stations: Project is in the conceptual design phase and was included within the Resilient Florida grant funding project request. Project included in FY 26-27 Budget. Power Conditioning at Vacuum Stations: Project is in the preliminary design phase and was included within the Resilient Florida grant funding project request. Project included in FY 26-27 Budget.			

Project Construction Photos



Figures 1 & 2: Additional Maintenance Flanges Installed at Vacuum Stations I and JK.



Figures 3 & 4: Vacuum Station D Final Wiring & 100% Load Testing Parameters

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

Meeting Date:

September 15, 2026

Agenda Item Number: N-1

Action Required:

Yes

Department:

Engineering

Sponsor:

Robert Mather

Subject:

APEX Work Authorization 27-01 - Capital Projects

Summary of Discussion:

The work authorization for capital projects design and construction engineering services in FY 2027 will be presented. The amounts for each project match the approved budget.

Reviewed / Approved

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

Financial Impact

\$ 1,865,000.00

Funding Source:

Grant(s)

Budgeted:

Yes

Attachments

1. FY2027 Billing Rate Adjustment Memo
2. WA APEX 27-01 - Capital Projects Design & Construction Engineering Services

Approved By: _____

General Manager

Date: _____

9-10-26



Memorandum

Date: September 9, 2026

To: Key Largo Wastewater Treatment District Board of Commissioners and General Manager

From: Steve Suggs, PE, Principal Engineer, Apex Companies, LLC

Regarding: FY2027 Billing Rate Adjustment and Alignment to Apex Labor Classifications

Request: approve a 3% adjustment to the existing KLWTD hourly rate schedule, rounded to the nearest whole dollar, and authorize use of Apex’s standard labor classification framework at the KLWTD-specific rates shown below. The FY2027 Work Authorization and budget amounts are unchanged.

Purpose of Request

Apex Companies, LLC requests approval of an updated labor rate schedule for KLWTD’s FY2027 engineering services. The proposal has two components: (1) a 3% adjustment to the existing KLWTD hourly rates, rounded to the nearest whole dollar, and (2) conversion from the legacy WEC billing titles to Apex’s standard labor classification framework.

The 3% adjustment is intended as a routine annual labor-cost update following the larger rate alignment approved last year. The latest available U.S. Bureau of Labor Statistics CPI-U for the nearby Miami-Fort Lauderdale-West Palm Beach area increased 3.4% over the 12 months ending June 2026; the requested 3% adjustment is slightly below that regional inflation measure.

Apex Labor Classification Alignment

The legacy WEC schedule used relatively few labor categories. Apex uses standard discipline ladders with multiple levels for engineering, project management, science, CAD/GIS, inspection and technical support. Apex requests that those classifications be available for KLWTD billing while retaining a separate KLWTD-specific rate schedule.

This is not a request to adopt Apex’s standard Florida corporate billing rates. Direct legacy equivalents generally reflect the proposed 3% adjustment, while new classifications add appropriate intermediate and senior levels. Because the structures do not align one-for-one, some mapped rates increase and some decrease. New classifications are identified as “New to KLWTD” in the crosswalk below.

Individual Classification Crosswalk

Existing KLWTD Position	Current Rate	Proposed Apex Classification	Proposed FY2027 Rate
Principal in Charge	\$240	Principal Engineer	\$247
<i>New to KLWTD</i>	—	Sr. Engineering Manager	\$217
Registered Professional Engineer (P.E.)	\$190	Sr. Project Engineer (P.E. required)	\$196
Structural Manager	\$180	Engineering Manager	\$185
<i>New to KLWTD</i>	—	Project Engineer	\$179
Registered Engineer Intern (E.I.)	\$168	Staff Engineer	\$173
<i>New to KLWTD</i>	—	Sr. Project Manager	\$196

Existing KLWTD Position	Current Rate	Proposed Apex Classification	Proposed FY2027 Rate
Project Manager	\$185	Project Manager	\$191
<i>New to KLWTD</i>	—	Associate Project Manager	\$182
<i>New to KLWTD</i>	—	Principal Scientist	\$232
<i>New to KLWTD</i>	—	Sr. Lead Scientist	\$209
<i>New to KLWTD</i>	—	Lead Scientist	\$196
Environmental Scientist	\$185	Sr. Project Scientist	\$175
Mining Specialist PhD (non-P.E.)	\$185	Sr. Project Scientist	\$175
<i>New to KLWTD</i>	—	Project Scientist	\$169
<i>New to KLWTD</i>	—	Staff Scientist	\$168
Senior Planner	\$160	Sr. Planner	\$165
Certified Floodplain Manager (CFM)	\$160	Planner 3	\$165
<i>New to KLWTD</i>	—	Sr. CAD/GIS Technician	\$162
Senior Engineering Designer	\$132	CAD/GIS Technician 2	\$136
Engineering Designer	\$120	CAD/GIS Technician 1	\$124
Structural Inspector	\$150	Sr. Construction Inspector	\$136
Senior Construction Inspector	\$132	Sr. Construction Inspector	\$136
Code Inspector	\$150	Construction Inspector	\$118
Construction Inspector	\$115	Construction Inspector	\$118
Engineering Technician	\$100	Technician 3	\$103
Structural Technician	\$100	Technician 3	\$103
Field Technician	\$100	Construction Technician	\$103
<i>New to KLWTD</i>	—	Project Administrator	\$118
Clerical	\$75	Administrative	\$77
Plans Examiner	\$150	Applicable engineering classification performing review	Applicable rate

FY2027 Budget and Work Authorization Impact

The proposed schedule does not increase KLWTD's FY2027 budgeted engineering amounts or the not-to-exceed amounts in the FY2027 Work Authorizations. The updated rates govern labor pricing within the existing approved scopes and budgets. Work beyond an approved Work Authorization amount would continue to require additional authorization.

KLWTD's adopted FY2027 budget remains the controlling funding framework. The classification change is a billing-structure update, not a request to expand the FY2027 engineering program or approved expenditures.

Requested Action

Apex respectfully requests approval of the FY2027 KLWTD billing rate schedule effective October 1, 2026: a 3% annual adjustment (rounded to the nearest whole dollar) and use of the Apex labor classification framework at the KLWTD-specific rates above. This maintains a moderate annual adjustment and provides a clearer, consistent classification structure going forward.

WORK AUTHORIZATION APEX 27-01

a
Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created
by
Chapter 02-337, Laws of Florida, 2003

and

Apex Companies, LLC. (APEX)

SCOPE OF SERVICE:	Capital Projects & Construction Services
PROJECT COST:	Hourly (Not to Exceed \$1,865,000.00 for FY27)
PROJECT SCHEDULE:	As needed and directed by the District
PROJECT BILLING:	See EXHIBIT A

Steve Suggs, Principal Engineer
Apex Companies, LLC.
6805 Overseas Highway
Marathon, FL 33050

Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Highway
Key Largo, FL 33037

Witness:

Shannon McCully, Clerk

Date: _____

WORK AUTHORIZATION APEX 27-01

CAPITAL PROJECTS DESIGN AND CONSTRUCTION ENGINEERING SERVICES

Apex Companies, LLC. Scope of Services

The Key Largo Wastewater Treatment District (District) provides wastewater collection, transmission, treatment and disposal services for the District and provides treatment and disposal for the wastewater from Islamorada, Village of Islands (Village). In order to provide these services, the District must construct and maintain the infrastructure necessary to collect, treat and dispose of the wastewater. The District will be undertaking various construction projects in FY27 and future years.

The District requires assistance in the design of capital projects and in inspection and administration of the construction contracts. Apex Companies, LLC. (APEX), as the District's construction professional, will:

- Provide engineering design for the funded capital projects for FY27. The design services will include design, technical specifications and bidding assistance as needed
- Review and rank proposals from Contractors for construction tasks based on qualifications, references and pricing. The ranking will be submitted to the District for review and selection of Contractor(s).
- After selection and award of contract to Contractor(s), conduct Pre-Construction Meeting(s) with the Designer, Contractor(s), Representatives of local utilities, FDOT, District Staff and other interested parties.
- Review shop drawings and submittals provided by the Contractor(s) and approve such documents after determining compliance with the Designer's drawings and specifications.
- Conduct Construction Progress Meetings throughout the entirety of the construction project.

- Interact with the Designer and the Contractor(s) in response to Requests for Clarification by the Contractor(s) regarding the design, as well as serve as the District's liaison to the Designer for other construction issues.
- Participate in start-up of the constructed infrastructure, as applicable.
- Review record drawings, and final close-out documents on completion of the projects. At the District's option, APEX may produce final record drawings based on the Contractor(s)'s record drawings as maintained in the field.

APEX will perform daily construction observation services or may rely on information provided by the District's General Manager and District Staff, should the District elect to provide daily construction observation services, with the agreement of APEX. The observation service may include:

- Preparing daily, weekly, and monthly inspection reports;
- Maintaining construction record field data; and
- Generating construction progress reports as required by the District.

A breakdown of service cost is detailed in "Exhibit B". Upon the District's authorization to proceed, APEX's services during will include those outlined above and more specifically, the following:

Basic Services

A. APEX's services during design will include specifically the following:

1. **Design.** APEX will consult with the District to define the capital projects and will produce design drawing to include Civil, Structural and Electrical engineering design as needed. Drawing will be produced in AutoCAD on 22" X 34" sheets. Final drawings will be signed and sealed and will be provided in both paper and PDF format.
2. **Technical Specifications.** Technical specifications for the project will be produced to cover all aspects of the work. The technical specifications will be reviewed and will be signed and sealed by a licensed professional engineer. The technical specifications will be provided both in hard copy and in PDF format.
3. **Bidding Assistance.** APEX will prepare the RFP documents using the District's standard RFP format. The RFP will include the bid form and other forms and will

include the Standard General Conditions, Supplementary Conditions and the FDEP Supplementary conditions as well as a construction cost estimate. The RFP will be prepared in PDF format, ready for uploading to DemandStar for advertising.

B. APEX's services during construction will include specifically the following:

1. General Administration of Construction Contract. Consult with District and act as the District's representative as provided in the Agreement and the Construction Contract between the District and the Contractor(s). All of District's instructions to the Contractor(s) will be issued through APEX, who shall have authority to act on behalf of District in dealings with the Contractor(s) to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
2. Resident Project Representative (RPR). Provide the services of a RPR, on an as-needed basis to supplement District inspections, at the construction sites to provide more extensive observation of the Contractor(s)'s work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit B.
3. Pre-Construction Conference. Conduct the Pre-Construction Conference prior to commencement of Work at the Site.
4. Visits to Site and Observation of Construction. Make visits to the Site at intervals appropriate to the various stages of construction, as APEX deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
5. Defective Work. Recommend to District that the Contractor(s)'s work be disapproved and rejected while it is in progress if, on the basis of such observations, APEX believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.
6. Clarifications and Interpretations-Field Orders. Provide clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor(s)'s work and make recommendations to the District.
7. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to the District, as appropriate.

8. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which the Contractor(s) is required to submit.
9. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor(s).
10. Inspections and Tests. Assure that the Contractor(s) has required such special inspections or tests of the Contractor(s)'s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.
11. Disagreements between the District and Contractor(s). Render formal written recommendations on all claims of the District and Contractor(s) relating to the acceptability of Contractor(s)'s work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor(s)'s work.
12. Applications for Payment. Review Contractor(s)' Applications for Payment and all required documentation.
13. Contractor(s)'s Completion Documents.
 - a. Review maintenance and operating instructions, record drawings, certifications, schedules, and guarantees received from the Contractor(s).
 - b. From the Contractor(s), receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by the Contractor(s) to obtain final payment.
 - c. APEX shall transmit these documents to the District.
14. Substantial Completion. Promptly after notice from the Contractor(s) that the entire work is ready for its intended use, in company with the Contractor(s), conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of the District and if APEX considers the Work Substantially Complete, APEX shall prepare a Certificate of Substantial Completion and a final punch list for execution by the District, APEX and the Contractor(s) to the District.
15. Final Notice of Acceptability. Conduct a final inspection to determine if the completed Work

of the Contractor(s) is acceptable so that APEX may recommend, in writing, final payment to the Contractor(s).

The fees for these services, as specifically set forth in EXHIBIT A, will be charged on an hourly basis. The Construction Phase will commence with the execution of the Construction Agreement for each Project or any part thereof and will terminate upon written recommendation by APEX for final payment to the Contractor(s) and acceptance by the District. APEX will not perform services under this Work Authorization that would exceed the FY27 "Not to Exceed" amount stated above, without prior written authorization from the District.

Anticipated Capital Projects and costs may include the projects listed below, depending on Board authorization to begin the project.

Project Name	Description	Budget for FY 27
Odor Control at Vacuum Stations	Continue to provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements; prepare project close-out documents	\$85,000.00
Capital Prelim Design & Budget	This is annual services we provide to assist with preparation of the annual budgets for the upcoming year and to assist in identifying capital projects. It also covers assistance in pursuing grant funds until projects are designated.	\$20,000.00
Effluent Filtration Upgrades	This will include inspections, project close-out, etc. However, due to issues with the new filter unit it will also likely include participation in resolving disputes between the District, Evoqua and Reynolds.	\$50,000.00
Vacuum System Monitoring	Continue to provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements; prepare project close-out documents	\$15,000.00
Power Conditioning at Vacuum Stations	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award.	\$188,000.00
Power Conditioning and Electrical Upgrades at WWTP	Continue to provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements; prepare project close-out documents	\$48,000.00

EQ Tanks & Headworks	Complete design and FDEP permitting. Prepare bid documents, review bids and make a recommendation of award. The project will go to construction in FY 27 with services to include shop drawing reviews, provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements.	\$500,000.00
Ventilation Upgrades at Vacuum Stations	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award.	\$40,000.00
Vac Station Sewage Tank Upgrades	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award. It will also include construction CEI for two vacuum stations.	\$550,000.00
Ductile Iron Piping Corrosion Control	This project will include the completion of design, preparation of bid documents, review bids and make a recommendation of award. The project will go to construction in FY 27 with services to include shop drawing reviews, provide construction inspections; attend progress meetings; respond to Contractor inquiries; review of pay applications; process grant reimbursements.	\$149,000.00
Flood Panels @ WWTP	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFI's and preparing recommendation of award.	\$30,000.00
CSAP CMMS	This project will include assistance in setup and integration of the CMMS system with GIS and iWater to comply with CSAP requirements. CMMS will allow for tracking of materials, labor, and work orders.	\$45,000.00
Monroe County Sea Level Rise – General	This will include the review of Monroe County's roadway and stormwater adaptation projects throughout design, coordination w/ stakeholders, design and construction inspection for resolution of conflicts with KLWTD Infrastructure.	\$40,000.00
Monroe County Sea Level Rise – Stillwright	This includes plan review for the County's roadway milling and resurfacing, construction inspection, and design associated with conflict resolutions.	\$15,000.00
Service Connection Revisions	This will include preparing plans and specifications on an as-needed basis to extend suitable sewer connections to unserved parcels.	\$20,000.00
Elevator @ WWTP	This project will include preparation of design drawings, technical specifications and bid documents, providing response to RFIs and preparing recommendation of award.	\$70,000.00
TOTAL		\$1,865,000.00

Other capital projects that may arise during FY27 may result in additional engineering efforts. If needed, a proposal for increased engineering fees may be presented for Board approval to cover efforts for the listed conceptual projects and any other projects that may arise in FY27.

EXHIBIT A

APEX COMPANIES, LLC FEE SCHEDULE

Category	Hourly Rate
Principal Engineer	\$247
Principal Scientist	\$232
Sr. Engineering Manager	\$217
Sr. Lead Scientist	\$209
Sr. Project Engineer	\$196
Lead Scientist	\$196
Sr. Project Manager	\$196
Project Manager	\$191
Engineering Manager	\$185
Associate Project Manager	\$182
Project Engineer	\$179
Sr. Project Scientist	\$175
Staff Engineer	\$173
Project Scientist	\$169
Staff Scientist	\$168
Sr. Planner	\$165
Planner 3	\$165
Sr. CAD/GIS Technician	\$162
CAD/GIS Technician 2	\$136
Sr. Construction Inspector	\$136
CAD/GIS Technician 1	\$124
Construction Inspector	\$118
Project Administrator	\$118
Technician 3	\$103
Construction Technician	\$103
Administrative	\$77

Reimbursable Expenses:

<i>Vellums</i>	<i>\$10.00 / each</i>	<i>(24 x 36)</i>
<i>Mylars</i>	<i>\$25.00 / each</i>	<i>(24 x 36)</i>
<i>Blue Prints / Sheet</i>	<i>\$2.80 / each</i>	<i>(24 x 36)</i>
<i>Copies</i>	<i>\$0.30 / each</i>	<i>(11 x 17)</i>
<i>Copies</i>	<i>\$0.20 / each</i>	<i>(8 ½ x 14)</i>
<i>Copies</i>	<i>\$0.15 / each</i>	<i>(8 ½ x 11)</i>
<i>Travel *</i>	<i>Cost plus 15%</i>	
<i>Overnight mail</i>	<i>Cost plus 15%</i>	
<i>Other Reimbursable Expenses</i>	<i>Cost plus 15%</i>	

**Outside of Monroe County*

EXHIBIT B
Resident Project Representative

- A. APEX shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist APEX in observing progress and quality of the Work. The District shall provide at least one staff employee to assist the RPR with inspections and other duties as directed by the RPR. The RPR, assistants, and other field staff as described within this Exhibit B may provide full time representation or may provide representation to a lesser degree, at the District's option, with deductions in billing to the District based on reduced services.
- B. Through such additional observations of the Contractor(s)'s work in progress and field checks of materials and equipment by the RPR and assistants, APEX shall endeavor to provide further protection for the District against defects and deficiencies in the Work. However, APEX shall not, during such visits or as a result of such observations of the Contractor(s)'s work in progress, supervise, direct, or have control over the Contractor(s)'s Work nor shall APEX have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor(s), for safety precautions and programs incident to the Contractor(s)'s work in progress, for any failure of the Contractor(s) to comply with Laws and Regulations applicable to the Contractor(s)'s performing and furnishing the Work, or responsibility of construction for the Contractor(s)'s failure to furnish and perform the Work in accordance with the Contract Documents.
- C. The duties and responsibilities of the RPR are limited to those of APEX in the Scope of Services and Contract for Consulting/Professional Services with the District and in the Contract Documents, and are further limited and described as follows:
1. General: RPR is APEX's agent at the Site, will act as directed by and under the supervision of APEX, and will confer with APEX regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor(s)'s work in progress shall in general be with APEX and the Contractor(s), keeping the District advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor(s). RPR shall generally communicate with the District with the knowledge of and under the direction of APEX.
 2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample

submittals, and schedule of values prepared by the Contractor(s) and consult with APEX concerning acceptability.

3. Conferences and Meetings: Attend meetings with the Contractor(s), such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. Liaison: Serve as APEX's liaison with the Contractor(s), working principally through the Contractor(s)'s superintendent and assist in understanding the intent of the Contract Documents.
 - a. Assist APEX in serving as the District's liaison with the Contractor(s) when the Contractor(s)'s operations affect the District's on-Site operations.
 - b. Assist in obtaining additional details or information from the District, when required for proper execution of the Work.
5. Interpretation of Contract Documents: Report to APEX when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor(s) clarifications and interpretations as issued by APEX.
6. Shop Drawings and Samples:
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Site by the Contractor(s), and notify APEX of availability of Samples for examination.
 - c. Advise APEX and the Contractor(s) of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by APEX.
7. Modifications: Consider and evaluate the Contractor(s)'s suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to APEX. Transmit requests for modifications to the Designer as needed. Transmit to the Contractor(s) in writing decisions as issued by APEX and the Designer.
8. Review of Work and Rejection of Defective Work:
 - a. Conduct on-Site observations of the Contractor(s)'s work in progress to assist

APEX in determining if the Work is in general proceeding in accordance with the Contract Documents.

- b. Report to APEX whenever RPR believes that any part of the Contractor(s)'s work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise APEX of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. Inspections: Tests and System Startups:

- a. Consult with APEX in advance of scheduled major inspections, tests, and system startups of important phases of the Work.
- b. Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate District personnel, and that the Contractor(s) maintains adequate records thereof.
- c. Observe, record, and report to APEX appropriate details relative to the test procedures and system startups.
- d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to APEX.

10. Records:

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, APEX's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to the Contractor(s), and other Project related documents.

- b. Prepare a daily report or keep a diary or log book, recording the Contractor(s)'s hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to APEX.
- c. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing Project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Project documentation to APEX.

11. Reports:

- a. Furnish to APEX periodic reports as required of progress of the Work and of the Contractor(s)'s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.
- b. Draft and recommend to APEX and the Designer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor(s).
- c. Furnish to APEX and the District copies of all inspection, test, and system startup reports.
- d. Report immediately to APEX the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or Acts of God endangering the Work, and property damaged by fire or other causes.

12. Payment Requests: Review Applications for Payment with the Contractor(s) for compliance with the established procedure for their submission and forward with recommendations to APEX, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates. Operation and Maintenance Manuals: During the course of the Work,

verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by the Contractor(s) are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to APEX for review and forwarding to the District prior to payment for that part of the Work.

14. Completion:

- a. Before APEX issues a Certificate of Substantial Completion, submit to the Contractor(s) a list of observed items requiring completion or correction.
- b. Observe whether the Contractor(s) has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
- c. Participate in a final inspection in the company of APEX, the District, and the Contractor(s) and prepare a final list of items to be completed or corrected.
- d. Observe whether all items on final list have been completed or corrected and make recommendations to APEX concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of APEX's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of the Contractor(s), subcontractors, suppliers, or the Contractor(s)'s superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor(s)'s work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the District or the

Contractor(s).

6. Participate in specialized field or laboratory testing or inspections conducted off-site by others except as specifically authorized by APEX.
7. Accept Shop Drawing or Sample submittals from anyone other than the Contractor(s).
8. Authorize the District to occupy the Project in whole or in part.

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

Meeting Date:
September 15, 2026

Agenda Item Number: N-2

Action Required:
Yes

Department:
Engineering

Sponsor:
Robert Mather

Subject:
APEX Work Authorization 27-02 - WWTP Engineering Services

Summary of Discussion:

The work authorization for WWTP Engineering Services in FY 2027 will be presented. The amounts for each project match the approved budget. The WWTP WA not-to-exceed fee is broken into two components: \$83,000 for miscellaneous engineering services for the WWTP and \$26,000 for engineering work associated with Islamorada as KLWTD's largest customer.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 109,000.00	1. WA APEX 27-02 - Wastewater Plant Engineering Services
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____ Date: 9-10-26
General Manager

WORK AUTHORIZATION APEX 27-02

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

Apex Companies, LLC. (APEX)

SCOPE OF SERVICE: Wastewater Plant Engineering Services

PROJECT COST: Hourly (Not to Exceed \$109,000 FY27)
(\$83,000 for WWTP Engineering)
(\$26,000 Islamorada Misc. Engineering)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

Steve Suggs, Principal Engineer
Apex Companies, LLC
6805 Overseas Highway
Marathon, FL 33050

Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Hwy
Key Largo, FL 33037

Witness:

Shannon McCully, Clerk

Date: _____

WORK AUTHORIZATION APEX 27-02

Wastewater Plant Consulting

Apex Companies, LLC's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater treatment and disposal system located at the WWTP site. From time to time, the District requires opinions, reports, studies and other professional engineering services in support of the WWTP operations. The District currently has a Contract for Consulting/Professional Services by and between the Key Largo Wastewater Treatment District and Apex Companies, LLC (Apex). Apex, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. In addition, Apex will provide a licensed staff member to perform duties in support of the wastewater treatment plant operations, as needed by the District. Apex's duties may include but are not limited to:

- Attend District Board meetings
- Participate in weekly staff meetings
- Provide professional consulting assistance to the District's staff in operation and maintenance of the wastewater treatment and disposal systems
- Assist the District in establishing policies and procedures for operation and maintenance of the WWTP and disposal wells
- Assist the District in planning for expansions, upgrades, and modifications to the WWTP

- Assist the District's staff in permitting issues and compliance issues as needed.
- Prepare Construction and Engineering sections of the Monthly Status Reports and other documentation as required for the Board meetings
- Perform studies, provide reports, and provide consultation on miscellaneous topics as directed
- Coordinate with the Operations Manager to review and discuss the status of operations and compliance at the facility, including:
 - Influent flows and characteristics and any non-routine issues such as odors, grit accumulation, salinity increases and influent strength
 - SBR performance data and trending including DO trends, cycle timing, MLSS concentration and settling characteristics, chemical usage and any non-routine occurrences
 - Filtration and disinfection process performance
 - Effluent flows and disposal performance
 - General maintenance issues and any upcoming corrective maintenance or emergency maintenance needs
 - Status of FDEP reporting and compliance
 - Planning for capital upgrades
- Review and edit Standard Operating Procedures for operation and maintenance prepared by the Operations Manager and support staff
- Perform reviews and recommend approvals for FDEP construction permit application packages for Islamorada connections to Key Largo when directed.
- Perform reviews and recommend approvals for FDEP Approval for Use applications, including review of Engineer's Conditions Reports, testing records and record drawings for Islamorada connections to Key Largo when directed.

- Review plans submitted by Islamorada and provide additional engineering review and coordination related to the construction of the North Plantation Key in-line booster pump station.

Apex will be compensated for these services according to the rates specified in Exhibit A. Apex will submit invoices monthly for WWTP General Engineering Consulting Services provided in the previous period. Apex will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.

EXHIBIT A

APEX COMPANIES, LLC FEE SCHEDULE

Category	Hourly Rate
Principal Engineer	\$247
Principal Scientist	\$232
Sr. Engineering Manager	\$217
Sr. Lead Scientist	\$209
Sr. Project Engineer	\$196
Lead Scientist	\$196
Sr. Project Manager	\$196
Project Manager	\$191
Engineering Manager	\$185
Associate Project Manager	\$182
Project Engineer	\$179
Sr. Project Scientist	\$175
Staff Engineer	\$173
Project Scientist	\$169
Staff Scientist	\$168
Sr. Planner	\$165
Planner 3	\$165
Sr. CAD/GIS Technician	\$162
CAD/GIS Technician 2	\$136
Sr. Construction Inspector	\$136
CAD/GIS Technician 1	\$124
Construction Inspector	\$118
Project Administrator	\$118
Technician 3	\$103
Construction Technician	\$103
Administrative	\$77

Reimbursable Expenses:

Vellums	\$10.00 / each	(24 x 36)
Mylars	\$25.00 / each	(24 x 36)
Blue Prints / Sheet	\$2.80 / each	(24 x 36)
Copies	\$0.30 / each	(11 x 17)
Copies	\$0.20 / each	(8 ½ x 14)
Copies	\$0.15 / each	(8 ½ x 11)
Travel *	Cost plus 15%	
Overnight mail	Cost plus 15%	
Other Reimbursable Expenses	Cost plus 15%	

**Outside of Monroe County*

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

Meeting Date:

September 15, 2026

Agenda Item Number: N-3

Action Required:

Yes

Department:

Engineering

Sponsor:

Robert Mather

Subject:

APEX Work Authorization 27-03 - Field Operations General Consulting

Summary of Discussion:

The work authorization for the Field Operations General Consulting in FY 2027 will be presented in the amount matching the approved budget.

Reviewed / Approved

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

Financial Impact

\$ 105,000.00

Funding Source:

District

Budgeted:

Yes

Attachments

1. WA APEX 27-03 - Field Operations Engineering Services

Approved By: _____

General Manager

Date: _____

9-10-26

WORK AUTHORIZATION APEX 27-03

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

Apex Companies, LLC (APEX)

SCOPE OF SERVICE: Field Operations Engineering Services

PROJECT COST: Hourly (Not to Exceed \$105,000 in FY27)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

Steve Suggs, Principal Engineer
Apex Companies, LLC.
6805 Overseas Highway
Marathon, FL 33050

Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Highway
Key Largo, FL 33037

Witness:

Shannon McCully, Clerk

Date: _____

WORK AUTHORIZATION APEX 27-03

Field Operations General Consulting

Apex Companies, LLC's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater collection and transmission systems located throughout the District's service area. From time to time, the District requires opinions, reports, studies, designs and other professional engineering services in support of the Collection System. The District currently has a Contract for Consulting/Professional Service by and between the Key Largo Wastewater Treatment District and Apex Companies, LLC (Apex). Apex, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. In addition, Apex will provide consulting services for routine Field Operations, as needed by the District. These duties may include but are not limited to:

- ❖ Provide professional consulting assistance to the District's staff in operation and maintenance of the wastewater collection and transmission systems
- ❖ Assist the District in establishing policies and procedures for operation and maintenance of the collection and transmission systems
- ❖ Assist the District in planning for expansions, upgrades, and modifications to the collection and transmission systems
- ❖ Provide reviews of plans for private or public collection systems connecting to the District's collection and transmission systems
- ❖ Assist the District in identification and correction of inflow and infiltration

- ❖ Assist the District's staff in permitting issues and compliance issues as needed
- ❖ Perform reviews and recommend approvals for FDEP construction permit application packages for connections of private collection system to Key Largo
- ❖ Perform reviews and recommend approvals for FDEP Approval for Use applications for connections of private collection system to Key Largo
- ❖ Coordinate weekly with the Field Operations Manager to review and discuss the status of operations and compliance in the collection system, including:
 - ❖ Vacuum pump stations performance, including run times of vacuum pumps and sewage pumps, changes in flow or increasing salinity, odor, noise or other nuisance issues
 - ❖ Review and make recommendations for any small projects and new connections
 - ❖ Review and edit Standard Operating Procedures for operation and maintenance prepared by the Field Operations Manager and support staff
 - ❖ Assist the Field Operations Manager with investigation of odors at Vacuum Stations and provide recommendations for upgrades to equipment and changes to operating procedures to eliminate odor complaints
 - ❖ Assist the Field Operations Manager in planning for expansions, upgrades, and modifications to the vacuum pump stations, submersible pump stations and collection and transmission systems
 - ❖ Investigate changes in pumping rates and flow rates in the District's force mains and vacuum mains to ensure that full capacity remains available
 - ❖ Perform studies, provide reports and provide consultation on miscellaneous topics as directed

- ❖ Assist the Field Operations Manager with implementation of the Collection System Action Plan (CSAP) and annual reporting.

Apex will be compensated for these services according to the rates specified in Exhibit A. Apex will submit invoices monthly for Field Operations Engineering Services provided in the previous period. Apex will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.

EXHIBIT A

APEX COMPANIES, LLC FEE SCHEDULE

Category	Hourly Rate
Principal Engineer	\$247
Principal Scientist	\$232
Sr. Engineering Manager	\$217
Sr. Lead Scientist	\$209
Sr. Project Engineer	\$196
Lead Scientist	\$196
Sr. Project Manager	\$196
Project Manager	\$191
Engineering Manager	\$185
Associate Project Manager	\$182
Project Engineer	\$179
Sr. Project Scientist	\$175
Staff Engineer	\$173
Project Scientist	\$169
Staff Scientist	\$168
Sr. Planner	\$165
Planner 3	\$165
Sr. CAD/GIS Technician	\$162
CAD/GIS Technician 2	\$136
Sr. Construction Inspector	\$136
CAD/GIS Technician 1	\$124
Construction Inspector	\$118
Project Administrator	\$118
Technician 3	\$103
Construction Technician	\$103
Administrative	\$77

Reimbursable Expenses:

Vellums	\$10.00 / each	(24 x 36)
Mylars	\$25.00 / each	(24 x 36)
Blue Prints / Sheet	\$2.80 / each	(24 x 36)
Copies	\$0.30 / each	(11 x 17)
Copies	\$0.20 / each	(8 ½ x 14)
Copies	\$0.15 / each	(8 ½ x 11)
Travel *	Cost plus 15%	
Overnight mail	Cost plus 15%	
Other Reimbursable Expenses	Cost plus 15%	

**Outside of Monroe County*

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

Meeting Date:
September 15, 2026

Agenda Item Number: N-4

Action Required:
Yes

Department:
Engineering

Sponsor:
Robert Mather

Subject:
APEX Work Authorization 27-04 - Admin Consulting

Summary of Discussion:

The work authorization for the Administrative Engineering Services in FY 2027 will be presented in the amount matching the approved budget.

<u>Reviewed / Approved</u>		<u>Financial Impact</u>	<u>Attachments</u>
Operations:	_____	\$ 15,000.00	1. WA APEX 27-04 - Admin Engineering Services
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____	District	
District Clerk:	_____	Budgeted:	
Engineering:	_____	Yes	

Approved By: _____

General Manager



Date: 9-10-26

WORK AUTHORIZATION APEX 27-04

a

Professional Services Agreement Between the

Key Largo Wastewater Treatment District
(District) an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

Apex Companies, LLC. (APEX)

SCOPE OF SERVICE: KLWTD Admin Engineering Services

PROJECT COST: Hourly (Not to Exceed \$15,000 FY27)

PROJECT SCHEDULE: As directed by the General Manager

PROJECT BILLING SCHEDULE: See EXHIBIT A

Steve Suggs, Principal Engineer
Apex Companies, LLC.
6805 Overseas Highway
Marathon, FL 33050

Nicolas Rodriguez
Chairman KLWTD
103355 Overseas Hwy
Key Largo, FL 33037

Witness:

Shannon McCully, Clerk

Date: _____

WORK AUTHORIZATION APEX 27-04

KLWTD Admin General Consulting

Apex Companies, LLC's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) is the service provider for wastewater for the property owners within the District's service area and provide treatment and disposal for the wastewater from Islamorada, Village of Islands. From time to time, the District requires opinions, reports, studies, designs and other professional engineering services in support of the District's operations. The District currently has a Contract for Consulting/Professional Service by and between the Key Largo Wastewater Treatment District and Apex Companies, LLC. (Apex). Apex, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. These duties may include but are not limited to:

- Consult with the District's General Manager
- Provide engineering and consulting services on an as-needed basis as directed by the General Manager
- Provide studies and reports on non-departmental issues as directed by the General Manager
- Review and provide opinions on insurance renewals, self-insurance, value of insured properties and components and risks of loss

Apex will be compensated for these services according to the rates specified in Exhibit A. Apex will submit invoices monthly for Admin General Consulting Services provided in the previous period. Apex will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.

EXHIBIT A

APEX COMPANIES, LLC FEE SCHEDULE

Category	Hourly Rate
Principal Engineer	\$247
Principal Scientist	\$232
Sr. Engineering Manager	\$217
Sr. Lead Scientist	\$209
Sr. Project Engineer	\$196
Lead Scientist	\$196
Sr. Project Manager	\$196
Project Manager	\$191
Engineering Manager	\$185
Associate Project Manager	\$182
Project Engineer	\$179
Sr. Project Scientist	\$175
Staff Engineer	\$173
Project Scientist	\$169
Staff Scientist	\$168
Sr. Planner	\$165
Planner 3	\$165
Sr. CAD/GIS Technician	\$162
CAD/GIS Technician 2	\$136
Sr. Construction Inspector	\$136
CAD/GIS Technician 1	\$124
Construction Inspector	\$118
Project Administrator	\$118
Technician 3	\$103
Construction Technician	\$103
Administrative	\$77

Reimbursable Expenses:

Vellums	\$10.00 / each	(24 x 36)
Mylars	\$25.00 / each	(24 x 36)
Blue Prints / Sheet	\$2.80 / each	(24 x 36)
Copies	\$0.30 / each	(11 x 17)
Copies	\$0.20 / each	(8 ½ x 14)
Copies	\$0.15 / each	(8 ½ x 11)
Travel *	Cost plus 15%	
Overnight mail	Cost plus 15%	
Other Reimbursable Expenses	Cost plus 15%	

**Outside of Monroe County*

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

Meeting Date:
September 15, 2026

Agenda Item Number: O-1

Action Required:
Yes

Department: Legal
Sponsor: Nick Mulick

Subject:
Amendment to General Counsel Agreement

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

<u>Reviewed / Approved</u>		<u>Financial Impact</u>	<u>Attachments</u>
Operations:	_____	\$ 107,896.00	1. Amendment to Agreement for Legal Services 2. Agreement for Legal Services
Administration:	_____	Expense	
Finance:	_____	Funding Source:	
District Counsel:	_____	District	
District Clerk:	_____	Budgeted:	
Engineering:	_____	Yes	

Approved By:  Date: 9-10-26
General Manager

AMENDMENT TO AGREEMENT FOR LEGAL SERVICES

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

1. The District agrees to pay Attorney a monthly fee in the amount of \$8,991.33, commencing on October 1, 2026.
2. Except as modified above, all of the terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

EXECUTED this _____ day of September 2026.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

NICHOLAS W. MULICK, PA

By: _____
Nicolas Rodriguez, Chairman

By: _____
Nicholas W. Mulick, Esq.

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

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

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

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

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

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

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

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

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

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

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

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

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

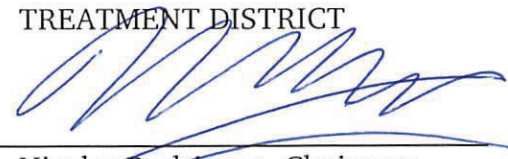
The foregoing contains the entire agreement of the parties hereto and supersedes any and all prior written or oral agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing and signed by the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

THE PARTIES' CONTACT INFORMATION IS, AS FOLLOWS:

Nicolas Rodriguez, Chairman Key Largo Wastewater Treatment District 103355 Overseas Hwy (PO Box 491) Key Largo, FL 33037 305-451-4019 ext. 220 305-453-5804 facsimile nicolas.rodriguez@klwtd.com	Nicholas W. Mulick, Esq. NICHOLAS W. MULICK, PA 91645 Overseas Hwy Tavernier, FL 33070 305-852-9292 305-852-8880 facsimile lisa@mulicklaw.com
--	---

The parties hereby acknowledge and accept the terms of this *Agreement for Legal Services* by their signatures below.

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

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

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

Meeting Date:
September 15, 2026

Agenda Item Number: O-2

Action Required:
Yes

Department:

Legal

Sponsor:

Nick Mulick

Subject:

Amendment to General Manager Agreement

Summary:

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

Reviewed / Approved

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

Financial Impact

\$ 170,240.00

Expense

Funding Source:

District

Budgeted:

Yes

Attachments

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

Approved By: _____

General Manager

Date: 9-10-26

AMENDMENT TO CONSULTANT AGREEMENT GENERAL MANAGEMENT SERVICES

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

1. Paragraph 3 is amended to provide that annual compensation to Consultant for its services shall be \$170,240.00, effective October 1, 2026.
2. Except as modified above, all of the terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

EXECUTED this _____ day of September 2026.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By: _____
Nicolas Rodriguez, Chairman

By: _____
Peter Rosasco

CONSULTANT AGREEMENT GENERAL MANAGEMENT SERVICES

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

DISTRICT AND CONSULTANT agree as follows:

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

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

EXECUTED this 3 day of September 2024.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By:



Nicolas Rodriguez, Chairman

By:



Peter Rosasco

ATTACHMENT A

MANAGEMENT DUTIES

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

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

Meeting Date:
September 15, 2026

Agenda Item Number: O-3

Action Required:
Yes

Department:
Legal

Sponsor:
Nick Mulick

Subject:
Amendment to Financial Director Agreement

Summary:

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

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 97,109.00	1. Amendment to Consultant Agreement - Financial Director Services 2. Consultant Agreement - Financial Director Services
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	District	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By: _____ Date: 9-10-26
General Manager

AMENDMENT TO CONSULTANT AGREEMENT FINANCIAL DIRECTOR SERVICES

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

1. Paragraph 3 is amended to provide that annual compensation to Consultant for its services shall be \$97,109.00, effective October 1, 2026.
2. Except as modified above, all of the terms and conditions of the Agreement shall remain unchanged, and in full force and effect.

EXECUTED this _____ day of September 2026.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

BISHOP, ROSASCO & CO.

By: _____
Nicolas Rodriguez, Chairman

By: _____
Peter Rosasco

CONSULTANT AGREEMENT FINANCIAL DIRECTOR SERVICES

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

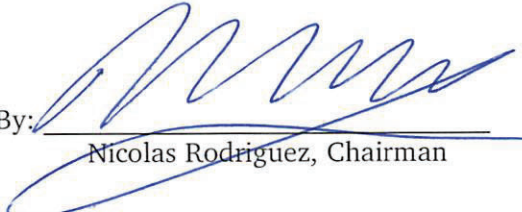
DISTRICT AND CONSULTANT agree as follows:

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

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

EXECUTED this 3 day of September 2024.

KEY LARGO WASTEWATER
TREATMENT DISTRICT

By: 

Nicolas Rodriguez, Chairman

BISHOP, ROSASCO & CO.

By: 

Peter Rosasco

ATTACHMENT A

FINANCIAL DUTIES

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

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

Meeting Date:
September 15, 2026

Agenda Item Number: O-4

Action Required:
Yes

Department:
Legal

Sponsor:
Nicholas W. Mulick

Subject:

Refund to Florida Keys College for overpayment of Monthly Base Charge

Summary:

On August 4, 2026 the Board reduced the number of EDUs used to calculate the college's monthly charge from 35.6 to 2.2. Staff determined that the original assessment of 35.6 EDUs was based on a misinterpretation of the Florida Administrative Code Section used to project water consumption for the college (by the College Engineers), resulting in an overcharge of \$39,374.52.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ (39,374.52)	1. Refund Credit options
Administration: _____		2. 36 month consumption study
Finance: _____	Funding Source:	
District Counsel: _____	N/A	
District Clerk: _____	Budgeted:	
Engineering: _____	N/A	

Approved By: _____

General Manager



Date: 9-10-26

Wastewater Base Charge Refund Options

2.2 EDUs

Credit Amount Options	Date Range	Amount
1 Year	6/1/26- 7/1/25	\$11,965.58
2 Years	6/1/26-7/1/24	\$23,063.82
3 Years	6/1/26-7/1/23	\$33,937.62
3 Years - Current	6/1/26-1/1/23	\$39,374.52

Water Usage Calculations

Alternate Key #	1659672
Owner	The College of the Florida Keys
Current Tenant	The College of the Florida Keys
FK44 Meter #	20094172
FK44 Location ID	020320
Tenant FK44 Act #	612768
Property Type Code	PRIVATE SCHOOL (7200)
Service Address	10604 Overseas Hwy
Service City	Key Largo
NAV Year	2006
Res. or Non-Res	Non-Res
Most Current Year in Study	2025
AK EDU Assigned Per NAV	
AK Current EDU	35.6
KLWTD to FK44 EDU	35.6
# Months Studied	36
Calculation Date	5/28/2026



RAW	MAX3MO	61.181
	AVG3MO	20.394
3 STD	RAW EDU	4.1
	MAX3MO	32.702
	AVG3MO	10.901
	EDU	2.2
2 STD	MAX3MO	32.702
	AVG3MO	10.901
	EDU	2.2

64 E Calculation	
Total Sq Ft	
On By # Units	
Sq Ft Per Unit	
On By 100	
X 157.167	
EDU	0.0

Notes/Comments:												
Year	Month	Exemption <i>(Place an X next to the consumption value to be thrown out)</i>	Monthly Consumption Removing Exemptions	Monthly Consumption With Mean Substitutions	Monthly Consumption 3 STD DEV Correction	Monthly Consumption 2 STD DEV Correction	3 Consecutive Months	3 Month Consumption (Gal)	3 Month Consumption (Gal) 3 STD DEV	3 Month Consumption (Gal) 2 STD DEV		
2025	DEC		6980	6980	6980	6980	6980	28,315	28,315	28,315		
	NOV		9906	9906	9906	9906	9906	29,360	29,360	29,360		
	OCT		11429	11429	11429	11429	11429	24,651	24,651	24,651		
	SEPT		8025	8025	8025	8025	8025	17,801	17,801	17,801		
	AUG		5197	5197	5197	5197	5197	14,388	14,388	14,388		
	JULY		4579	4579	4579	4579	4579	17,685	17,685	17,685		
	JUNE		4612	4612	4612	4612	4612	21,250	21,250	21,250		
	MAY		8494	8494	8494	8494	8494	24,057	24,057	24,057		
	APR		8144	8144	8144	8144	8144	25,269	25,269	25,269		
	MAR		7419	7419	7419	7419	7419	21,315	21,315	21,315		
	FEB		9706	9706	9706	9706	9706	20,002	20,002	20,002		
	JAN		4190	4190	4190	4190	4190	17,733	17,733	17,733		
2024	DEC		6106	6106	6106	6106	6106	23,764	23,764	23,764		
	NOV		7437	7437	7437	7437	7437	26,316	26,316	26,316		
	OCT		10221	10221	10221	10221	10221	24,164	24,164	24,164		
	SEPT		8658	8658	8658	8658	8658	19,937	19,937	19,937		
	AUG		5285	5285	5285	5285	5285	18,840	18,840	18,840		
	JULY		5994	5994	5994	5994	5994	23,020	23,020	23,020		
	JUNE		7561	7561	7561	7561	7561	23,999	23,999	23,999		
	MAY		9465	9465	9465	9465	9465	25,472	25,472	25,472		
	APR		6973	6973	6973	6973	6973	27,189	27,189	27,189		
	MAR		9034	9034	9034	9034	9034	25,513	25,513	25,513		
	FEB		11182	11182	11182	11182	11182	24,102	24,102	24,102		
	JAN		5297	5297	5297	5297	5297	23,452	23,452	23,452		
2023	DEC		7623	7623	7623	7623	7623	28,830	28,830	28,830		
	NOV		10532	10532	10532	10532	10532	29,770	29,770	29,770		
	OCT		10675	10675	10675	10675	10675	32,702	32,702	32,702		
	SEPT		37042	37042	37042	37042	37042	55,566	55,566	55,566		
	AUG		13464	13464	13464	13464	13464	24,972	24,972	24,972		
	JULY		5060	5060	5060	5060	5060	18,578	18,578	18,578		
	JUNE		6448	6448	6448	6448	6448	20,582	20,582	20,582		
	MAY		7070	7070	7070	7070	7070	22,575	22,575	22,575		
	APR		7064	7064	7064	7064	7064	25,010	25,010	25,010		
	MAR		8441	8441	8441	8441	8441	21,404	21,404	21,404		
	FEB		9505	9505	9505	9505	9505					
	JAN		3458	3458	3458	3458	3458					
		Average Std Dev Threshold										
		7772										
		2305										
		19358										