

MINUTES

Key Colony Beach Utility Board

Tuesday, August 19th, 2025 – 9:30 am

Marble Hall, 600 W. Ocean Drive, Key Colony Beach & via Zoom Conferencing

1. **Call to Order, Pledge of Allegiance, Prayer, & Rollcall:** The Key Colony Beach Utility Board Meeting was called to order by Chair Fred Swanson, followed by the Pledge of Allegiance, Prayer, and Rollcall. **Present:** Chair Fred Swanson, Vice-Chair Ed Carey, Donald Steamer, Gil Gilbertson. **Absent:** Joe Turgeon. **Also present:** Plant Operator Shane Ellis, Building Official Tony Loreno, Building Assistant Samantha Rodamer, Administrative Assistant Linda Jones, City Clerk Silvia Roussin, Commissioner Tom Harding, Commissioner Tom DiFrancisco, Vice-Mayor Doug Colonell, Mayor Freddie Foster (via Zoom), Commissioner Kirk Diehl. **Absent:** City Administrator John Bartus.

2. **Approval of Agenda** (*Additions, changes, and deletions can be made via one motion and a second to approve by majority vote*)

City Clerk Roussin asked for the following agenda additions:

Under Item 5a: The addendum of a recommendation by City Administrator John Bartus for Marina Billing.
Under Item 5c.: Replace Discussion Items 1 and 2 with a discussion of entering into an MOU Agreement with the City of Marathon – Mayor Foster will speak on the matter.
A new Item 5d. Discussion/Approval for a service estimate from Pantropic Power in the amount of \$2,882.00 for Fuel Polishing/Cleaning
A new Item 5e. Discussion/Approval for the Annual Maintenance Service on the R/O Train #1 in the amount of \$7,500.00
Under Item 8a. The addendum of the July Operator's Report
Under Item 9a. (1 & 2) The addendum of the Wastewater Financial Report
Under Item 9a (3). The addendum of Wastewater Warrant #0725 for \$186,519.42
Under Item 9 b (1 & 2) The addendum of the Stormwater Financial Report
Under Item 9b (3) The addendum of Stormwater Warrant #0725 for \$26,325.00

Chair Swanson asked for a motion to approve.

MOTION: Motion made by Gil Gilbertson to approve the agenda. Donald Steamer seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

3. **Citizen Comments and Correspondence:** None.

4. **Approval of Minutes:** None.

5. **Items for Discussion & Recommendation of Approval**

- a. **Discussion/Recommendation on Billing Practices for the Marina**

****Addendum of a Recommendation by City Administrator John Bartus**

Donald Steamer discussed the recommendation from City Administrator Bartus and recalled that this recommendation was based on previous and recent meetings. Donald Steamer provided details about boat slips,

liveaboards, and the methods for collecting fees for wastewater usage. Donald Steamer explained the process of wastewater use and treatment at the marina, as well as the agreement made regarding fee assessments. The Board talked about common practices for wastewater disposal on boats, and Donald added comments on the proposed fee assessment.

Donald Steamer made a proposal to accept the recommendation from City Administrator Bartus as written.

MOTION: Motion made by Donald Steamer to approve the recommendation made by John Bartus on the disposition of marina billing. Gil Gilbertson seconded the motion.

DISCUSSION: Chair Swanson asked Commissioner Harding for his opinion. Commissioner Harding reminded of Sunshine Law and not being able to comment on the matter, but confirmed not to have any questions on the matter.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin informed that the recommendation will be added to the upcoming City Commission meeting.

b. Discussion/Recommendation on a Change to Wastewater Billing

- a. Recommendation by Donald Steamer
- b. Discussion/Approval of a proposed Code Amendment for Ordinance 2025-500 per Recommendation by Commissioner Harding

Commissioner Harding discussed his research on the assessment of fees for lavatories and washing machines, and shared his calculations of typical usage along with proposed new assessment fees. Commissioner Harding recommended updating the calculation sheet every three years to ensure it stays current. Chair Swanson commented on the Golf Club Condominiums and the assessment of fees for washing machines. Commissioner Harding explained his research on common area machines and his findings. Discussion followed on the usage of machines.

Donald Steamer spoke about his recommendations regarding Section 14-6 of the Code of Ordinances and the recovery of costs for the city. Donald Steamer questioned the current methodology used to determine fees for washing machines and lavatories for residents. Donald Steamer agreed with the city's budget needs and suggested revising the approach to assessing wastewater fees.

The Board continued the discussion on this matter, with Commissioner Harding providing further comments. The Board discussed how to ensure a fair assessment of fees and discussed recommendations presented by Commissioner Harding and Donald Steamer. Commissioner Harding gave additional explanations on these calculations for the assessment of fees.

MOTION: Motion made by Gil Gilbertson to approve Draft Ordinance 2025-500. Vice-Chair Carey seconded the motion.

DISCUSSION: Chair Swanson suggested an alternative to eliminate all additional fees and to adjust the base rate to accommodate everyone. Donald Steamer commented on wanting to address the assessment of commercial accounts. City Clerk Roussin reminded of the nature of the discussion. Chair Swanson called for roll.

ON THE MOTION: Rollcall vote. Gil Gilbertson – yes. Ed Carey – yes. Fred Swanson – no. Donald Steamer – no. The motion failed.

Chair Swanson expressed his disagreement with the proposed ordinance, citing a high assessment of flow per gallon. Chair Swanson suggested a lower figure, comparable to other cities in the Keys, and an increase in the base rate, though he could not provide specific numbers. Donald Steamer suggested maintaining the existing

commercial billing for the time being. City Clerk Roussin advised that adjustments to the number of washing machines and lavatories based on research by the Building Department will be implemented by staff starting in October. Mayor Foster recommended a workshop for the Board to work on finding a solution and to be on the right track. City Clerk Roussin informed the Board that they could make a motion to approve the draft ordinance with no changes to the commercial accounts.

MOTION: Motion made by Donald Steamer to revise Section 14-6 to have a flat rate charge for everyone for residents and condominiums, and to eliminate extra costs, and to be treated the same as residents, and no changes to the commercial bill structure. Chair Swanson asked for a second. Gil Gilbertson seconded the motion.

DISCUSSION: Donald Steamer commented on his suggested calculation for the flat rate for wastewater assessment for residential, condominium, and commercial accounts. Chair Swanson called for roll. City Clerk Roussin restated the motion 'to accept Ordinance 2025-500 with the change Section 14-6 to charge a flat rate for condominiums and apartments, the same as residential living units, with no extra fees, and no changes to commercial billing'.

ON THE MOTION: Rollcall vote. Ed Carey – no. Donald Steamer – yes. Gil Gilbertson – yes. Fred Swanson – yes.

City Clerk Roussin informed that the recommendation would be presented to the City Commission on Thursday.

c. Discussion/Recommendation on a Review of the US Water Contract

- ~~1. Possibility to Mirror Marathon's Wastewater Program~~
- ~~2. Possible MOU with the City of Marathon for Operator Assistance~~
1. Discussion of entering into an MOU Agreement with the City of Marathon

Mayor Foster discussed the idea of developing an MOU with the City of Marathon to facilitate resource sharing. Mayor Foster commented on the reduced time allocation for the city due to the Plant Operator having to perform two jobs and mentioned exploring other options, including the possibility of eliminating US Water, similar to how the City of Marathon operates its plant. Mayor Foster emphasized the need for a backup to meet regulatory sampling requirements, suggesting the City of Marathon could serve as a stopgap and provide backup if needed. Mayor Foster offered further details on the proposal but noted that no specifics are available yet. Mayor Foster clarified that support is requested for an investigation into a possible MOU, with the Board to receive a draft agreement once it is prepared. Plant Operator Ellis confirmed that he is no longer working at two locations and is now fully available to the city. Mayor Foster stated that the city was not informed of this change and emphasized the importance of researching a possible MOU, especially regarding the cost of service to the city, and to prevent being in a similar situation as before. Chair Swanson requested confirmation to explore the possibility of the city operating the plant and developing a memorandum of understanding with the City of Marathon for support, if needed. Mayor Foster confirmed Chair Swanson's request. Chair Swanson and the Board gave support for researching the possibility of an MOU, with the understanding to be involved in the process.

d. Approval for a service estimate from Pantropic Power in the amount of \$2,882.00 for Fuel Polishing/Cleaning
****Agenda Addition****

The Board discussed the purpose and benefits of the proposed service as well as the city's plan to have its own cleaning system in the future.

MOTION: Motion made by Donald Steamer to accept the proposal. Vice-Chair Carey seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

City Clerk Roussin confirmed that Donald Steamer can provide research on fuel polishing systems to Plant Operator Ellis for discussion.

e. Approval for the Annual Maintenance Service on the R/O Train #1 in the amount of \$7,500.00 **Agenda Addition**

Chair Swanson asked for a motion to approve the proposal.

MOTION: Motion made by Vice-Chair Carey to approve. Chair Swanson seconded the motion.

DISCUSSION: Plant Operator Ellis explained the purpose of the annual maintenance contract for the R/O system. Commissioner Harding noted that former Plant Operator Evans had previously contracted the same company and had the work done on a regular basis. The Board discussed the scope of the agreement and included services.

ON THE MOTION: Rollcall vote. Unanimous approval.

6. City Staff Report: There were no questions on the report.

7. Sewer and Stormwater Grant update

Mayor Foster spoke on the current work on the retention pond and the upcoming awards for the fountain and landscaping contracts. Mayor Foster provided further updates on grant funding requests for the sewer plant, awaiting additional information.

8. Operator's Monthly Report

- a. July 2025
- b. Maintenance Budget for re-use

Plant Operator Ellis informed that he will meet with Commissioner Harding to discuss upcoming funding for capital projects. Shane Ellis further confirmed that the current sludge hauling cost is slightly higher than usual. There were no questions about the Maintenance Budget.

9. Treasurer's Report

a. Wastewater Financial Reports

- 1. Balance Sheet
- 2. Statement
- 3. Discussion/Approval of Wastewater Warrant 0725 for \$186,519.42 ****Addendum****

b. Stormwater Financial Reports

- 1. Balance Sheet
- 2. Income Statement
- 3. Discussion/Approval of Stormwater Warrant No. 0725 for \$26,325.00 ****Addendum****

There were no questions on the Financial Reports, and Chair Swanson asked for a motion to approve both warrants.

MOTION: Motion made by Chair Swanson to approve. Donald Steamer seconded the motion.

DISCUSSION: None.

ON THE MOTION: Rollcall vote. Unanimous approval.

10. Any Other Business: Plant Operator Ellis confirmed that the repair work on the sewer pipes had been completed. City Clerk Roussin confirmed that payment for the service had been made.

11. Next Meeting: September 16th, 2025

12. Adjournment: The meeting was adjourned at 11:04 AM.

Respectfully submitted,

Silvia Roussin

City Clerk

ADOPTED: September 16, 2025

Silvia Roussin

City clerk

08-19-2025 Utility Board Agenda Additions & Deletions

Under Item 5a: The addendum of a recommendation by City Administrator John Bartus for Marina Billing.

Under Item 5c.: Replace Discussion Items 1 and 2 with a discussion of entering into an MOU Agreement with the City of Marathon – Mayor Foster will speak on the matter.

A new Item 5d. Discussion/Approval for a service estimate from Pantropic Power in the amount of \$2,882.00 for Fuel Polishing/Cleaning

A new Item 5e. Discussion/Approval for the Annual Maintenance Service on the R/O Train #1 in the amount of \$7,500.00

Under Item 8a. The addendum of the July Operator's Report

Under Item 9a. (1 & 2) The addendum of the Wastewater Financial Report

Under Item 9a (3). The addendum of Wastewater Warrant #0725 for \$186,519.42

Under Item 9 b (1 & 2) The addendum of the Stormwater Financial Report

Under Item 9b (3) The addendum of Stormwater Warrant #0725 for \$26,325.00

City of Key Colony Beach

PO Box 510141 Key Colony Beach, Florida • Phone# 305-289-1212 • Fax# 305-289-1767



Date: August 14, 2025
To: Utility Board Members
Subject: Marina Report
From: Donald Steamer, Utility Board

Donald Steamer and City Administrator John Bartus met with James Figuerado, owner of the KCB Marina. Here are our observations and recommendations:

- 1) Boats available for rental do not have holding tanks and are not a consideration.
- 2) There are currently two occupied floating structures. There will eventually be a total of 14 floating structures – seven workforce housing units, and seven vacation rental units.
- 3) Boats at the marina can request pump-out services and pay a state-mandated fee of \$5.00 per pump-out.
- 4) Proposed Marina Billing, non-residential slips: These will be collectively assigned as one Dwelling Unit and would be assessed at \$74.00 total. The marina will record the number of pump-outs and gallons of wastewater that are put into the City's wastewater system. This number of gallons will be assessed at the City's current rate of \$2.47 per 100 gallons, as established in Section 14-6. That amount of money will then be compared in accordance with section 14-6 to the base rate and the higher amount will be added to the vacation rental fees and that will be the monthly wastewater bill for the Marina.
- 5) Proposed Marina Billing, residential/vacation rental slips: The seven vacation rental units and seven workforce housing units will be billed the standard residential fee of \$74.00 per unit per month as they come online. The two existing floating structures (and any new rental units) will also be billed the standard \$74.00 per unit per month. The Marina will keep the City apprised of the number of rental units as they come online.
- 6) Because the data collected will be for the previous month, we will be billing the Marina in arrears. It is proposed that this process start with the new fiscal year on October 1, 2025.



ONE SOURCE-ONE CALL-ONE SOLUTION™
www.Pantropic.com

Ft. Lauderdale Miami West Palm Bch
954-797-7972 305-592-4944 561-640-0818

SERVICE ESTIMATE

Estimate No SQ0000416
Work Order SC000553
Estimate Date 8/5/2025
Customer No 4031739
Expiration Date 9/4/2025

Bill To: City of Key Colony Beach
PO BOX 510141
KEY COLONY BEACH, FL 33051-0141

Job Site: City of Key Colony Beach
PO BOX 510141
KEY COLONY BEACH, FL 33051-0141

PPI Contact		Phone No.	Division	Location	
Jonathan Riveron		(305) 592-4944	Electric Power Generation		
Make	Model	Serial Number	ID No.	Customer Equipment No.	Service Meter
DTT	Series 60	614044	EQ020543		0.00

Segment: 01 PERFORM- FUEL POLISHING / CLEANING

Segment Model: Series 60 Segment Serial Number:614044

Scope of Work: Customer requested fuel cleaning. Remove 99% of all water, algae and particulate contamination and fuel filtered to 5 Micron purification for as many filtration cycles needed. Filter and recirculate fuel inventories utilizing properly matched Filtration Systems with Flow Rates of up to 21,000GPH. Clean fuel tank through our exclusive High Volume Recirculation Extraction process.
-Perform all services with no system down-time. Site has a 2000 gallon Diesel Fuel Tank and Fuel Inventory of about 1000 gallons of fuel.

FUEL POLISH / CLEANING	1.00	2,882.00	2882.00
			Misc \$2,882.00

Segment 01 Subtotal \$2,882.00

Total Labor	\$0.00
Total Parts	\$0.00
Total Miscellaneous	\$2,882.00
Sales Tax	\$216.15
Estimate Total	\$3,098.15

PANTROPIC POWER, INC.

SERVICE ESTIMATE

TERMS AND CONDITIONS

Per Owner/Customer's request, Pantropic Power, Inc. (hereinafter "PPI") has estimated repairs on the Equipment, including all components, parts or other miscellaneous items listed herein. A repair description with labor and/or parts is stated herein. Upon disassembly of the Equipment to be repaired additional parts, labor and miscellaneous items may be necessary. If so, at customer's request a Service Estimate for additional repairs will be forwarded to Owner/Customer for approval. NOTE: By accepting this service Estimate in writing, verbally or by signing a corresponding "AUTHORIZATION FOR SERVICE WORK," Owner/Customer agrees to all terms and conditions set forth herein. NOTE: TERMS AND CONDITIONS SET FORTH HEREIN PREVAIL OVER OWNER/CUSTOMER PURCHASING TERMS.

AUTHORITY TO PERFORM REPAIRS: It is understood that upon receipt of any items or Equipment for repair, maintenance or other work, PPI may examine the item or Equipment received and PPI may suggest other work to be performed, in addition to whatever work, if any, might have been requested by Owner/Customer.

TIME AND MATERIAL WORK: PPI will proceed with the work agreed upon as set forth herein.

FIRM PRICE: If requested, a firm price will be given in writing to Owner/Customer for labor and or parts to do a specific repair. Any agreed-upon repair order not covered by a firm written proposal will be billed at current time and material prices.

UNFORESEEN PROBLEMS OR ADDITIONAL REPAIRS: PLEASE BE ADVISED: UNFORESEEN ISSUES/PROBLEMS AND UNANTICIPATED CONDITIONS MAY CAUSE REPAIR PRICE TO INCREASE AND DUE TO THE CIRCUMSTANCES THE TIME NECESSARY TO REPAIR MAY INCREASE.

In the event additional repair work is found to be necessary pursuant to PPI's examination and inspection of the Equipment (due to continuous use, unknown problems, working conditions, dirty equipment, waiting on Owner/Customer approved support, parts exchange cores that do not meet 100% core refund criteria, conditions out of PPI's control and items discovered during disassembly in need of repair or replacement during disassembly that are not covered herein), PPI will communicate with Owner/Customer regarding the additional repair work needed. In the event PPI is unable to communicate with Owner/Customer, PPI, at its sole discretion, shall have the absolute right to cease any and all repairs on the Equipment until such time as the additional repairs are discussed with Owner/Customer. In the event the right to proceed with the additional repair without further communication with Owner/Customer and any and all additional repairs will be charged to Owner/Customer at current time and material prices.

AUTHORITY OF OWNER/CUSTOMER'S PERSONNEL: Unless the Owner/Customer notifies PPI, in writing, that only authorized Owner/Customer employees have binding authority, PPI is authorized and Owner/Customer specifically agrees that PPI can accept any Owner/Customer employee's authorization as Owner/Customer's full authority to approve PPI to perform any and all work, repairs, service or maintenance. Should Owner/Customer not provide PPI with written instructions as to the names of authorized employees, any Owner/Customer employee has the right to authorize PPI to perform work, repairs, service or maintenance, and such authorization serves to waive any defense on behalf of Owner/Customer that the work, repairs, service or maintenance was not properly authorized by Owner/Customer. All instructions to PPI regarding authority of Owner/Customer's personnel to bind Owner/Customer to this Repair Estimate shall be in writing and sent via courier or U.S. mail, return receipt requested, to PPI's main office, Attention President of PPI at 8205 NVW 58th Street, Miami, Florida 33166.

PURCHASE ORDER: In the event PPI has performed any work and a purchase order number is required Owner/Customer shall provide such purchase order number to PPI within 3 business days of receiving either a pro forma invoice or the Repair Estimate from PPI. If Owner/Customer fails to provide such purchase order number within such period of time (3 business days), PPI has a right to invoice Owner/Customer without a purchase order number and Owner/Customer waives, forfeits and/or renounces any right to dispute such invoice for failure to obtain a purchase order.

HOLD HARMLESS AGREEMENT FOR OWNER/CUSTOMER'S PARTICIPATION IN SERVICE WORK: In the event Owner/Customer or Owner/Customer's personnel, agents, representatives and/or employees assist PPI's personnel in performing any service or warranty work, Owner/Customer agrees to hold harmless and fully indemnify PPI for any injuries or damages to anyone, including Owner/Customer's personnel, agents, representatives and or employees arising out of the assistance to PPI's personnel in servicing or repairing Owner/Customer's Equipment.

NO CORPORATE OR OTHER DISCOUNTS: No additional discounts may be applied to this Service Estimate.

PRICE ADJUSTMENTS: This Service Estimate is based on current parts and labor pricing. If any price increases occur by others outside of the control of PPI, Owner/Customer agrees, consents and approves to assume such price increases and to pay any such increased amounts as part of the invoiced amount.

MISCELLANEOUS: This Service Estimate is prepared with the most current information available to PPI.

- A. The following charges are not included unless stated in this Service Estimate: state, local, incidental care, environmental, taxes, freight, etc. All prices are subject to all federal, state, local sales, use, excise and other taxes on the production, sale, use or shipment of the Equipment serviced, now or subsequently becoming effective and if not included in the invoice for the serviced Equipment, the amount may be invoiced later.
- B. This is the entire Service Estimate agreed to between Owner/Customer and PPI and may not be modified or amended except by a written document signed by the party against whom enforcement is sought.

RISK OF LOSS: All risk of loss and damage not covered by insurance (including any deductibles) shall be borne solely by Owner/Customer of Equipment.

SEVERABILITY: In the event any provision found in this Service Estimate's Terms and Conditions are found by a Court of competent jurisdiction to be invalid, illegal or unenforceable, the validity, legality and enforceability of the remaining provision shall thereby not in any way be affected or impaired.

STATUTORY LIEN: Owner/Customer hereby waives its rights to possession under any and all Florida law and agrees that PPI is entitled to a possessory lien in connection with the Equipment being serviced herein until PPI is paid in full for any and all parts, labor and/or services rendered as listed in this Service Estimate.

LIMITATION OF WARRANTIES AND LIABILITIES/EXCLUSIVE LIMITED WARRANTY: The following limited warranty applies:

- A. PPI warrants workmanship and materials furnished by it for a period of 30 days from the date of completion of any particular job. If defects or suspected defects are found, Owner/Customer or Owner/Customer's agent must notify PPI in writing within 30 days from the date of the job's completion as indicated by PPI as to the defects or suspected defects. In the event there are any defective parts claimed to exist by Owner/Customer, the alleged defective component must be stated in the notice and made available to PPI for inspection and repair within 30 days after completion of the repair for which adjustment is claimed. If not, PPI

shall be relieved of any and all liability for such defect, suspected defect and/or adjustment. If inspection by PPI confirms that the reported deficiency is attributable to its furnished parts or workmanship as determined by its qualified personnel, PPI will repair or replace the faulty part or assembly at its nearest service department, during regular working hours, subject to conditions stated herein. No other warranty is authorized by PPI and, in fact, all other warranties are fully, completely and expressly disclaimed. **SUCH REMEDIES SHALL CONSTITUTE OWNER/CUSTOMER'S SOLE AND EXCLUSIVE REMEDY AND OWNER/CUSTOMER HEREBY AGREES THAT ALL OTHER REMEDIES, INCLUDING BUT NOT LIMITED TO CLAIMS FOR INCIDENTAL, CONSEQUENTIAL OR SPECIAL DAMAGES, OR ANY CAUSE, LOSS, ACTION, CLAIM OR DAMAGE, INCLUDING LOSS OF TIME, WHATSOEVER, OR INJURY TO PERSON OR PROPERTY OR ANY OTHER CONSEQUENTIAL DAMAGE OR INCIDENTAL OR ECONOMIC LOSS ARE EXPRESSLY WAIVED AND EXCLUDED. THIS WARRANTY IS EXPRESSLY IN LIEU OF ALL OTHER WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR EXPRESS WARRANTIES OF ANY KIND. IN THE EVENT SUBSTANDARD REPAIR WORK IS REQUESTED BY OWNER/CUSTOMER AND SUCH WORK IS PERFORMED BY PPI AT OWNER/CUSTOMER'S REQUEST, SUCH WORK WILL CARRY ABSOLUTELY NO WARRANTY WHATSOEVER. OWNER/CUSTOMER FURTHER ACKNOWLEDGES AND AGREES THAT NO VERBAL CONTRACTS, AGREEMENTS OR WARRANTIES OTHER THAN WHAT IS SET FORTH HEREIN HAVE BEEN RECEIVED OR GIVEN.**

- B. Other than the warranty stated, there are **NO OTHER WARRANTIES AND PPI DISCLAIMS AND EXCLUDES ALL OTHER WARRANTIES EITHER EXPRESS OR IMPLIED AND PPI FULLY AND COMPLETELY EXCLUDES AND DISCLAIMS ANY AND ALL WARRANTIES OF MERCHANTABILITY, WARRANTIES RELATED TO A PARTICULAR PURPOSE, EXPRESS WARRANTIES OR OTHER TYPES OF WARRANTIES OR GUARANTEES.**
- C. Owner/Customer fully acknowledges this Service Estimate constitutes the entire agreement between Owner/Customer and PPI and any representation, promise, condition, inducement or warranty, express or implied, not included in this Service Estimate shall not be binding upon any party unless in writing and signed by PPI's Corporate President.
- D. It is also agreed by Owner/Customer that PPI is not liable for any consequential damages in connection with defective workmanship or materials. PPI's liability related to any work performed is solely and exclusively limited to the refund of any amounts paid to PPI for the service, work or parts related hereto. **ALL CONSEQUENTIAL DAMAGES OF ANY KIND ARE AGREED BY OWNER/CUSTOMER TO BE FULLY AND COMPLETELY WAIVED SO THAT PPI HAS NO LIABILITY FOR ANY SUCH CONSEQUENTIAL DAMAGES.** Owner/Customer hereby acknowledges the only warranty applicable hereto is as stated in Section "A" titled "Limitation of Warranties and Liabilities/Exclusive Limited Warranty" hereinbefore stated.
- E. Warranty work is performed during normal business hours, Monday through Friday. An overtime differential will be charged on warranty work performed after hours and/or work performed on Saturday, Sunday and all holidays. Travel time and mileage will be an additional charge.
- F. Irrespective of other provisions of this Service Estimate, PPI will be permitted to perform any warranty service work on Equipment where it deems such appropriate. Owner/Customer agrees to be responsible for delivery of the Equipment to PPI's main facility unless directed otherwise for the performance of the warranty work. The location of any warranty work to be performed is to be determined by PPI in its sole discretion. The cost of transporting the Equipment to/from PPI is the responsibility of Owner/Customer.

G. CHOICE OF LAW, CHOICE OF VENUE, FORUM AND FEES AND EXPENSES, WAIVER OF JURY TRIAL:

- i. Fees and Costs: Owner/Customer shall pay PPI for all reasonable costs, fees and expenses incurred (including attorneys' fees and court costs incurred through appellate levels and any postjudgment expenses and interest) in the event of any controversy, litigation or claim regarding this Service Estimate or any matter related to the services provided, repairs made, labor and/or parts provided, including any action required to collect monies due or that become due, or incurred in replevying the Equipment.
- ii. Choice of Law, Venue and Forum: Regardless of the place of execution, the place of performance, the residence of the parties involved, the work provided, the repairs made or the choice of law rules existing in the jurisdiction where any such activity occurs, any action arising or relating to the Service Estimate Terms and Conditions, this agreement, the transactions involved herein or the services provided shall be construed and governed exclusively under the laws of the state of Florida and no other state. It is further agreed that the sole and exclusive venue of any action brought by any party concerning any matter related hereto shall lie solely and exclusively in the courts of Miami-Dade County, Florida. This choice of law and venue provision means that only Florida law will apply and any action commenced or maintained related hereto must and shall be commenced and thereafter maintained exclusively in Miami-Dade County, Florida.
- iii. Waiver of Jury Trial: It is agreed to by all parties that trial by jury is fully and completely waived. As such, there is no entitlement to a trial by jury as to anything related to the Service Estimate Terms and Conditions, the transactions involved herein or the services provided as such right is fully and completely released, waived or otherwise deemed unenforceable by all parties.

PROPOSAL

Key Colony Beach, City of	Attn: Shane Ellis -Lead Operator	8/8/2025
P.O. Box 510141	Em: sellis@uswatercorp.net	Ph: (786) 290-8825
Key Colony Beach, FL 33051	Ref: Annual Maintenance Service R/O Train #1, 7:0 Array/4M	

Harn R/O Systems Inc. is pleased to present this proposal to provide "Annual Maintenance Services" on the R/O Train #1, (7:0 Array/4M) located at the Key Colony Beach WTP, 600 8th Street, Key Colony Beach, FL 33051.

The Annual Maintenance visit will include the following services on R/O Train #1:

- Review up to date operational data.
- Record current operational data, perform basic field water testing and evaluate system performance.
- Inspect control panel and wiring.
- Inspect pretreatment including chemical feed systems, cartridge filters, and housings.
- Inspect the R/O high pressure feed pumps, system piping, vessels and frames for leaks or maintenance issues.
- Inspect condition of a lead and lag membrane by means of end cap removal.
- Perform a Silt Density Index (SDI) 15 minute test if sediment fouling within the membranes is suspected.
- Check system instrumentation and calibrate as required, provide updated calibration stickers.
- Review Control, Alarm features and History Logs for any reported issues with RO plant operators.
- Adjust system operating set points if applicable to meet design specifications.
- Process Engineering evaluation of membrane performance and assessment of data for cleaning or system maintenance Recommendations.
- Hands-On training is included while the Technician is servicing the R/O Train. Operator participation is encouraged.
- Provide a written report containing an evaluation of the operating data, system summary, and recommendations.

The service visit is estimated based on providing one (1) Senior R/O Technician for one (1) 8hr/day on-site, plus one (1) night stay and including all travel expenses. Eight (8) additional hours of Engineering time is included for our Senior Technician to evaluate the data and present recommendations within a service report. The service report will be provided within (3-4) weeks from the date of services performed. Any additional labor or parts recommended will be quoted and provided separately.

We Propose hereby to furnish the "Annual Maintenance Services"-complete in accordance with above specifications,

Total sum of..... \$7,500.00

Exceptions and Clarifications

1. Sales tax is excluded, if applicable
2. Bacteriological or water sample testing are not included
3. Replacement parts and any required permits or fees are not included

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders and will become an extra charge over and above the estimate. All agreements contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, tornado and other necessary insurance. Our workers are fully covered by Workmen's Compensation Insurance.

Acceptance of Proposal - The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized Signature: Keith Summerford-Service Coordinator

Date of Acceptance: _____ PO# _____

Acceptance Signature: _____

OPERATOR REPORT

July 2025

Plant Update:

1. No callouts for July.
 2. July 7th Reynolds Construction onsite to begin work on new polishing tank.
 3. July 10th Nearshore Electric onsite to begin work on new polishing tank.
 4. July 24th Pats Pump and Blowers repaired blower #2.
 5. 35 membrane fibers sealed for the month.
 6. G-Tech pumped out 90,000 gallons of sludge from digester.
-
1. Monthly averages for Total Nitrogen= 1.66 mg/L, and Total Phosphorus= 0.38 mg/L.

R.O. Update:

1. Maintenance Budget for Re-Use (attached)

Collection system:

N/A

**City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet**

	<u>Jul 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
101-000 · Revenue Fund	
101-045 · Sewer Revenue MM Acct#7106	2,338,988.55
Total 101-000 · Revenue Fund	2,338,988.55
102-000 · Operating & Maintenance Fund	
102-020 · Operating Account #6006	30,148.03
102-030 · WW Res SRF Loan Pmt Acct #0301	365,321.74
Total 102-000 · Operating & Maintenance Fund	395,469.77
163-000 · Restricted - Replace & Ext Fund	
163-100 · Iberia MM Acct #9842	533,764.08
Total 163-000 · Restricted - Replace & Ext Fund	533,764.08
Total Checking/Savings	3,268,222.40
Accounts Receivable	
1200 · Accounts Receivable	26,808.81
Total Accounts Receivable	26,808.81
Total Current Assets	3,295,031.21
Fixed Assets	
166-000 · Utility Plant	
166-060 · Improvement other than building	45,250.00
161-020 · Land	9,087.37
166-030 · Building	335,742.29
166-040 · Treatment Plant	1,007,299.10
166-041 · Treatment Plant Renovations	11,663,106.25
166-050 · Equipment	261,055.22
166-080 · Sewer Lines-Second Section	1,881,084.05
166-090 · Furnitures and Fixtures	10,127.46
Total 166-000 · Utility Plant	15,212,751.74

**City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet**

	<u>Jul 31, 25</u>
167-000 · Less Accumulated Depreciation	(7,312,818.87)
Total Fixed Assets	7,899,932.87
TOTAL ASSETS	11,194,964.08
LIABILITIES & EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
202-000 · Accounts Payable	8,932.76
Total Accounts Payable	8,932.76
Other Current Liabilities	
205-000 · Contracts Payable	
205-003 · Contractor Const. Retainage	10,875.30
Total 205-000 · Contracts Payable	10,875.30
207-000 · Due to Gen Fund	3,464.26
220-000 · Deposit on Connection Fees	32,375.00
Total Other Current Liabilities	46,714.56
Total Current Liabilities	55,647.32
Long Term Liabilities	
231-020 · Florida State Revolving Loan	3,628,772.59
Total Long Term Liabilities	3,628,772.59
Total Liabilities	3,684,419.91
Equity	
Invested in Capital Assets-	
253-070 · Net of Debt	4,271,160.28
Total Invested in Capital Assets-	4,271,160.28
Restricted	
253-000 · Plant Improvements	
253-020 · RO Plant Reserves	20,000.00

**City of Key Colony Beach Waste Water Treatment Plant
Balance Sheet**

	Jul 31, 25
253-030 · Lateral Reserve	70,000.00
253-080 · Other Plant Improvements	385,151.64
253-050 · ZeeWeed Membrane	245,000.00
253-060 · Reuse Membranes	60,000.00
Total 253-000 · Plant Improvements	780,151.64
Total Restricted	780,151.64
3000 · Opening Bal Equity	855.00
3900 · Unrestricted	2,532,405.25
Net Income	(74,028.00)
Total Equity	7,510,544.17
TOTAL LIABILITIES & EQUITY	11,194,964.08

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Jul 25</u>	<u>Oct '24 - Jul 25</u>	<u>FY25 Budget</u>	<u>\$ Over Budget</u>
Income				
343-536 · Property Inquiry Fees	30.00	330.00	1,500.00	(1,170.00)
343-500 · Sewer Service	316,069.50	1,265,404.00	1,265,220.00	184.00
343-501 · Sewer Service-Commercial	7,238.55	73,586.11	103,305.00	(29,718.89)
343-535 · Change of Record Fees	1,900.00	11,600.00	13,000.00	(1,400.00)
343-550 · Reuse Water Reimbursement	0.00	0.00	60,000.00	(60,000.00)
343-560 · Delinquent Charges	0.00	(30.00)	500.00	(530.00)
Total Income	<u>325,238.05</u>	<u>1,350,890.11</u>	<u>1,443,525.00</u>	<u>(92,634.89)</u>
Expense				
66010 · Bank Service Charges	0.00	25.00	0.00	25.00
535-000 · OPERATING EXPENSES				
535-061 · WASTEWATER SAMPLING CDC	0.00	0.00	3,662.00	(3,662.00)
535-080 · Internet	215.25	2,031.52	2,045.00	(13.48)
535-070 · Computer Equipment/Maintenance	160.00	1,600.00	1,900.00	(300.00)
535-030 · Electricity	18,275.86	101,302.10	112,000.00	(10,697.90)
535-035 · Insurance	0.00	36,200.00	44,280.00	(8,080.00)
535-040 · Telephone	686.65	5,241.22	4,200.00	1,041.22
535-050 · Water	0.00	266.45	566.00	(299.55)
535-060 · Systems Operator	24,694.16	231,344.15	255,303.00	(23,958.85)
535-280 · Supplies & Chemicals	7,545.39	87,812.03	105,331.00	(17,518.97)
535-440 · Plant Maintenance & Repairs	8,329.17	100,143.55	95,000.00	5,143.55
535-449 · Reverse Osmosis System				
535-456 · R.O. Insurance	0.00	0.00	1,700.00	(1,700.00)
535-455 · R.O. Consulting	0.00	4,600.00	5,300.00	(700.00)
535-453 · R.O. Testing	0.00	0.00	11,000.00	(11,000.00)
535-452 · R.O. Chemicals	0.00	2,918.00	15,000.00	(12,082.00)
535-451 · R.O. Electric	0.00	0.00	7,185.00	(7,185.00)
535-450 · R.O. Maintenance & Repair	0.00	9,091.07	11,800.00	(2,708.93)
Total 535-449 · Reverse Osmosis System	<u>0.00</u>	<u>16,609.07</u>	<u>51,985.00</u>	<u>(35,375.93)</u>
535-460 · System Maintenance & Repairs	0.00	183,414.64	67,500.00	115,914.64
535-510 · Sludge Hauling	34,866.00	171,591.75	174,300.00	(2,708.25)
Total 535-000 · OPERATING EXPENSES	<u>94,772.48</u>	<u>937,556.48</u>	<u>918,072.00</u>	<u>19,484.48</u>
535-600 · GENERAL & ADMINISTRATIVE				
535-670 · Service Contract	0.00	28,298.46	20,181.00	8,117.46

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Jul 25</u>	<u>Oct '24 - Jul 25</u>	<u>FY25 Budget</u>	<u>\$ Over Budget</u>
535-696 · Maintenance by City Employees	0.00	0.00	3,500.00	(3,500.00)
535-610 · Salaries	0.00	7,500.09	53,040.00	(45,539.91)
535-615 · Payroll Taxes	0.00	573.76	4,058.00	(3,484.24)
535-616 · Retirement Benefits	0.00	0.00	7,782.00	(7,782.00)
535-617 · Medical Coverage	0.00	0.00	16,000.00	(16,000.00)
535-620 · Accounting	200.00	12,880.00	13,482.00	(602.00)
535-630 · Printing, Postage, Office	132.49	2,154.21	3,000.00	(845.79)
535-650 · Consulting	0.00	0.00	12,000.00	(12,000.00)
535-660 · Miscellaneous Office	0.00	0.00	500.00	(500.00)
535-680 · Legal Fees	0.00	0.00	3,000.00	(3,000.00)
535-690 · Legal Advertising	0.00	0.00	750.00	(750.00)
Total 535-600 · GENERAL & ADMINISTRATIVE	<u>332.49</u>	<u>51,406.52</u>	<u>137,293.00</u>	<u>(85,886.48)</u>
535-700 · DEBT RETIREMENT				
535-704 · Debt Repay Interest	0.00	11,826.18	31,000.00	(19,173.82)
535-705 · Debt Repay-Principal	0.00	123,494.35	272,000.00	(148,505.65)
Total 535-700 · DEBT RETIREMENT	<u>0.00</u>	<u>135,320.53</u>	<u>303,000.00</u>	<u>(167,679.47)</u>
Total Expense	<u>95,104.97</u>	<u>1,124,308.53</u>	<u>1,358,365.00</u>	<u>(234,056.47)</u>
Net Ordinary Income	<u>230,133.08</u>	<u>226,581.58</u>	<u>85,160.00</u>	<u>141,421.58</u>
Other Income/Expense				
Other Income				
536-910 · Sewer Connection Fees	0.00	(11,250.00)	10,500.00	(21,750.00)
536-915 · Miscellaneous Income				
536-917 · Miscellaneous Income	11.28	396.28	39,000.00	(38,603.72)
Total 536-915 · Miscellaneous Income	<u>11.28</u>	<u>396.28</u>	<u>39,000.00</u>	<u>(38,603.72)</u>
536-920 · Interest Income				
536-923 · Interest Income 9842	1,584.23	15,735.83		
536-922 · Interest Income 6006	255.44	2,199.98		
536-921 · Interest Income 7106	6,748.45	74,144.04		
536-920 · Interest Income - Other	1,084.29	9,784.40	120,600.00	(110,815.60)
Total 536-920 · Interest Income	<u>9,672.41</u>	<u>101,864.25</u>	<u>120,600.00</u>	<u>(18,735.75)</u>
536-930 · FKEC Capital Credits	0.00	0.00	1,500.00	(1,500.00)
535-865 · GRANTS	0.00	0.00	1,000,000.00	(1,000,000.00)
Total Other Income	<u>9,683.69</u>	<u>91,010.53</u>	<u>1,171,600.00</u>	<u>(1,080,589.47)</u>
Other Expense				

**City of Key Colony Beach Waste Water Treatment Plant
Income Statement-Budget & Actual**

	<u>Jul 25</u>	<u>Oct '24 - Jul 25</u>	<u>FY25 Budget</u>	<u>\$ Over Budget</u>
535-800 · CAPITAL EXPENSES				
535-860 · Misc. Grants				
535-844 · Capital Plant				
Total 535-800 · CAPITAL EXPENSES	<u>39,743.49</u>	<u>391,620.11</u>	<u>837,481.00</u>	<u>(445,860.89)</u>
535-850 · RESERVE FUNDING				
535-848 · ZeeWeed Membrane Reserve				
Total 535-850 · RESERVE FUNDING	<u>0.00</u>	<u>0.00</u>	<u>8,000.00</u>	<u>(8,000.00)</u>
Total Other Expense	<u>39,743.49</u>	<u>391,620.11</u>	<u>845,481.00</u>	<u>(453,860.89)</u>
Net Other Income	<u>(30,059.80)</u>	<u>(300,609.58)</u>	<u>326,119.00</u>	<u>(626,728.58)</u>
Net Income	<u>200,073.28</u>	<u>(74,028.00)</u>	<u>411,279.00</u>	<u>(485,307.00)</u>

UTILITY BOARD				WW WARRANT #0725
of KEY COLONY BEACH FLORIDA				
ACCT#	PAYABLE TO:		AMOUNT	FOR
535-040	AT&T		\$ 784.02	Telephone, & Internet
535-030	FKEC		\$ 9,343.10	Electricity
535-035	Wright National Flood		\$ 27,153.00	Flood Insurance
535-440	Barney's Pumps Inc.		\$ 608.70	Repairs & Maintenance
535-460	Graninger		\$ 636.90	Repairs & Maintenance
535-510	Gtech		\$ 34,866.00	Sludge Hauling
535-280	Hawkins, Inc.		\$ 10,690.50	Supplies & Chemicals
535-844	Reynolds		\$ 37,756.31	Pay App #5 WRF UV contact Tank Rehab
535-440	Specialty Hardware		\$ 10.46	supplies
535-440	Marathon Seawall & Docks		\$ 450.00	Land crane service
535-440	Pat's Pump & Blower LLC		\$ 1,292.00	Repairs & Maintenance
535-440	USA Blue Book		\$ 83.15	Repairs & Parts
535-440	Zenon Environmental Corporation		\$ 15,000.00	2 vessel air seperators
535-460	Xylem Water Solutions		\$ 11,831.00	Pump
535-670	Zenon Environmental Corporation		\$ 3,326.40	Service Contract
535-440	Pantropic Power		\$ 6,493.56	Repairs & Parts
		TOTAL	\$ 160,325.10	
<u>US WATER INVOICES FOR APPROVAL</u>				
ACCOUNT #	VENDOR		AMOUNT	DESCRIPTION
535-060	US WATER CORPORATION		\$ 24,694.16	Operations
535-060	US WATER CORPORATION		\$ 843.60	Extra Samplings
		TOTAL	\$ 25,537.76	
<u>CITY OF KEY COLONY BEACH</u>				
535-070	City of Key Colony Beach		\$ 160.00	Computer Support
535-080	City of Key Colony Beach		\$ 117.88	Internet
535-620	City of Key Colony Beach		\$ 200.00	Accounting Services
535-440	City of Key Colony Beach		\$ 46.19	Home Depot
535-630	City of Key Colony Beach		\$ 132.49	Copier
		TOTAL	\$ 656.56	
GRAND TOTAL OF WW WARRANT 0725:			\$ 186,519.42	

Key Colony Beach Storm Water Fund
Balance Sheet
As of July 31, 2025

	<u>Jul 31, 25</u>
ASSETS	
Current Assets	
Checking/Savings	
101-001 · Stormwater Utilities#8300070128	513,528.70
Total Checking/Savings	<u>513,528.70</u>
Accounts Receivable	
115-001 · Accounts Receivable	-17,383.00
131-000 · Due From Sewer Fund	-858.50
131-001 · Due from General Fund	<u>-422,152.31</u>
Total Accounts Receivable	<u>-440,473.81</u>
Total Current Assets	<u>73,055.89</u>
Fixed Assets	
166-901 · Stormwater System	1,821,122.00
166-902 · Construction in Progress	1,850,820.00
17000 · Accumulated Depreciation	<u>-480,070.00</u>
Total Fixed Assets	<u>3,291,872.00</u>
TOTAL ASSETS	<u><u>3,364,727.89</u></u>
LIABILITIES & EQUITY	
Equity	
30000 · Opening Balance Equity	618,490.00
32000 · Retained Earnings	2,380,789.35
Net Income	<u>385,448.54</u>
Total Equity	<u>3,384,727.89</u>
TOTAL LIABILITIES & EQUITY	<u><u>3,364,727.89</u></u>

Key Colony Beach Storm Water Fund
INCOME STATEMENT Budget & Actual

	<u>Jul 25</u>	<u>Oct '24 - Jul 25</u>	<u>FY25 Budget</u>	<u>\$ Over Budget</u>
Revenue				
363-100 • Stormwater Fees				
363-101 • Collected Stormwater Fees	1,960	121,692	120,240	1,452
363-105 • Delinquent Charges/Overdue Acct	0	0	40	-40
Total 363-100 • Stormwater Fees	<u>1,960</u>	<u>121,692</u>	<u>120,280</u>	<u>1,412</u>
Total Revenue	<u>1,960</u>	<u>121,692</u>	<u>120,280</u>	<u>1,412</u>
Expense				
513-031 • Legal and Professional Services	0	0	1,000	-1,000
513-032 • Accounting and Auditing	0	0	1,000	-1,000
513-033 • Consulting	2,445	20,115	73,000	-52,885
513-041 • Postage	0	0	250	-250
513-050 • Legal Advertising	100	650		
535-040 • Telephone	0	0	120	-120
535-610 • Salaries, Payroll Taxes, ETC...	0	0	1,000	-1,000
535-660 • Miscellaneous Office	0	225	250	-25
538-046 • Maint/ Repairs for STORMWATER	27,916	28,216	40,000	-11,784
Total Expense	<u>30,461</u>	<u>49,206</u>	<u>116,620</u>	<u>-67,414</u>
Net Ordinary Income	<u>-28,501</u>	<u>72,486</u>	<u>3,660</u>	<u>68,826</u>
Other Income/Expense				
Other Income				
361-100 • Interest Income	1,604	9,070	600	8,470
373-871 • Stewardship Grant	0	717,770	1,011,905	-294,135
373-873 • Swale Closure/Driveway Paver	0	-2,550	100	-2,650
Total Other Income	<u>1,604</u>	<u>724,290</u>	<u>1,012,605</u>	<u>-268,315</u>
Other Expense				
535-800 • CAPITAL EXPENSES				
535-801 • Swales & Injection Well Project	0	45,820	1,000,000	-954,180
Total 535-800 • CAPITAL EXPENSES	<u>0</u>	<u>45,820</u>	<u>1,000,000</u>	<u>-954,180</u>
587-000 • RESERVE FUNDING				
587-100 • Stormwater Reserves	0	0	15,000	-15,000
Total 587-000 • RESERVE FUNDING	<u>0</u>	<u>0</u>	<u>15,000</u>	<u>-15,000</u>
Total Other Expense	<u>0</u>	<u>45,820</u>	<u>1,015,000</u>	<u>-969,180</u>
Net Other Income	<u>1,604</u>	<u>678,470</u>	<u>-2,395</u>	<u>680,865</u>
Net Income	<u>-26,897</u>	<u>750,956</u>	<u>1,265</u>	<u>749,691</u>

UTILITY BOARD
of KEY COLONY BEACH FLORIDA

SW WARRANT #0725

Check #	PAYABLE TO:	AMOUNT	FOR
295	Keys Weekly Newspaper	\$ 100.00	advertising
296	Atlantic Pipe Services	\$ 26,225.00	
TOTAL		\$ 26,325.00	

GRAND TOTAL OF SW WARRANT 0725: \$ 26,325.00