

October 15th

2003



Key Largo Wastewater Treatment District Board of Commissioner's Meeting Agenda

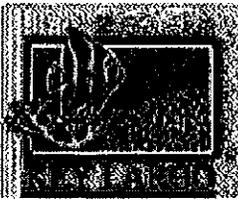
**4:00 PM Wednesday, October 15, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

- A. Call to Order
- B. Pledge of Allegiance
- C. FEMA teleconference concerning the Environmental Assessment
- D. Public Comment
- E. Additions, Deletions or Corrections to the Agenda
- F. Minutes – Draft August 13, 2003; Draft August 27, 2003; Draft Sept. 3, 2003;
Draft Sept. 17, 2003
- G. Local Legal Counsel Interviews
 - 1. 4:00 p.m. Mr. Dirk M. Smits
 - 2. 5:00 p.m. Mr. James Lupino
 - 3. 6:00 p.m. Mr. Thomas Dillon
- H. Action Items
 - 1. Approval of Resolution 2003-20 to Provide Copies of KLWTD Documents to the Key Largo Public Library
 - 2. Approval of the October 8, 2003 Payments Pending List
- I. General Manager's Report
 - 1. Status Report on the FEMA Environmental Assessment
 - a. Low and Very-low Income Assistance Program
 - b. Site Mitigation
 - 2. Discussion for possible action Proposed GSG and WEC Scope of Service Change
 - a. KLWTD Work Authorization WEC 03-01 (Amendment 1) with Weiler Engineering Corporation for the KLTV Project
 - b. KLWTD Work Authorization WEC 03-02 (Amendment 2) with Weiler Engineering Corporation for the KLP Project
 - c. KLWTD Work Authorization GSG 03-01 (Amendment 1) with Government Services Group, Inc. for the KLP & KLTV Projects
 - 3. Other Items
- J. Legal Counsel's Report
- K. Engineer's Report
 - 1. Other Items
- L. Commissioner's Items
 - 1. Other Items
- M. Meeting Adjournment

**KLWTD Board Meeting
October 15, 2003**

Item F

Draft August 13, 2003 Minutes



DRAFT

Key Largo Wastewater Treatment District Board of Commissioner's Meeting Minutes

**4:00 PM Wednesday, August 13, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

COMMISSIONERS PRESENT

Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF PRESENT

Charles L. Sweat, Director of Operations, Government Services Group
David R. Miles, Chief Financial Officer, GSG/KLWTD
Amy Dukes, Legal Counsel, Lewis Longman & Walker, P.A. (via telephone-for the meeting only)
Faith Doyle, KLWTD Board Clerk

GUESTS PRESENT

Ed Castle, Weiler Engineering Corporation
Jeff Weiler, Weiler Engineering Corporation
Charles Fishburn, Key Largo resident
Burke Cannon, Key Largo resident
Michael Longenecker, Key Largo resident
Vicky Fay, Key Largo resident

A. Call to Order – Regular KLWTD Meeting

Chairman Tobin called the meeting to order at 4:05 p.m.

B. Additions, Deletions or Corrections to the Agenda

It was the consensus of the Board that the Clerk adds a public comment section to all future KLWTD Board of Commissioner meeting agendas.

Chairman Tobin requested that a presentation by Ms. Vicky Fay be added to the agenda immediately following the public input hearing.

Commissioner Wilkinson requested an additional discussion item concerning local legal counsel representation.

Commissioner Bauman requested an additional discussion item concerning web site services.

It was the consensus of the Board to add the items to the agenda.

C. Open Public Hearing to take public input on the Proposed KLWTD FY2004 Budget

Mr. David Miles opened the public hearing and stated that the final draft budget presented was a culmination of several reviews. Mr. Miles will provide the Board with a draft advertisement for publication at the August 27, 2003 meeting. The advertisement will state that the FY2004 Budget Resolution is to be considered by the Board at the September 17, 2003 meeting. Mr. Miles stated that the ad should run in a paper of daily general circulation in Monroe County and that the advertisement does not fall under T.R.I.M. provisions because the KLWTD does not have ad valorem taxes.

Mr. Miles asked if there were any members of the audience who wished to comment on the proposed FY2004 KLWTD Budget.

Commissioner Bauman asked what version of the budget would appear in the advertisement. Mr. Miles stated that the one-year summarization of operating and capital budgets is used to save advertising fees.

Commissioner Wilkinson asked if the rate consultant would be funded from the special projects line item. Mr. Miles stated that it could be and that there was originally a line item for a rate consultant, however the more general special projects lines gives a greater amount of flexibility.

Mr. Burke Cannon, a Key Largo resident, requested that the KLWTD Board keep expenses to a minimum.

Chairman Tobin asked for any further comments on the proposed FY2004 KLWTD Budget. Being none, Chairman Tobin closed the public hearing.

Commissioner Bauman requested that the Board see a proof of the advertisement at the August 27, 2003 meeting.

Commissioner Wilkinson requested that a copy of the agenda packet be provided to the public library. Discussion ensued. Chairman Tobin requested it be made a future agenda discussion item.

COMMISSIONER BROOKS MADE A MOTION TO APPROVE THE PROPOSED FY2004 BUDGET FOR ADVERTISEMENT FOR A PUBLIC HEARING ON SEPTEMBER 17, 2003. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR AND THE MOTION WAS UNANIMOUSLY APPROVED.

Chairman Tobin requested that the Clerk use the Key Largo Free Press for advertisements. Mr. Miles stated that he believes that legal ads must run in newspaper that posses the proper permit. Commissioner Wilkinson believes the Key Largo Free Press can be used for legal purposes. The Clerk stated that she had verified that the Key Largo Citizen was the newspaper of record for Monroe County. Chairman Tobin requested that further research be conducted. It was the Board's consensus that the Key Largo Free Press be used for advertising.

Ms. Vicky Fay, the KLV Owners Association Treasurer, provided information to the Board. Ms. Fay stated that she is the upper Key's representative for CDBG grants. Ms. Fay stated that the KLWTD should be cautious about when they turn on the sewer system in Key Largo because the timing, if wrong, would prevent the residents from obtaining funding. Ms. Fay described the CDBG program and provided details on the income levels and property ownership requirements. Ms. Fay provided information on how the Monroe BOCC had been distributing the funds. Ms. Fay believes that unless additional funding is secured the residents of Key Largo would not be able to participate in the CDBG program. Ms. Fay stated that the present Monroe County CDBG grant must be closed, with none of the funds going to Key Largo residents, for the KLWTD to apply for CDBG funds for Key Largo residents. Ms. Fay stated that the KLWTD Board should identify other grant sources.

Discussion ensued on the grants that should be looked at and if GSG should provide the Board with recommendations. Mr. Charles Sweat stated that the GSG would look into grant availability and provide the KLWTD Board with recommendations.

Commissioner Brooks questioned Ms. Fay on information that she had presented. Ms. Fay stated that Mr. Mark Bell of the Florida Department of Community Affairs had discussed the issue in depth with her and should verify the information and provide the Board with an update in the future.

It was the consensus of the Board to have an update on the grant issues and funding options within the next 60 to 90 days.

Discussion ensued on the need for KLWTD to satisfy the date requirements for the DEP grant that it presently has the need for additional funding options and the need for the community to be informed of the issues. Chairman Tobin suggested that information be provided in a joint mailing with the KLV Homeowners Association. Mr. Sweat stated that a GSG representative would be attending the next KLV Homeowners Association meeting that would be held later in the year.

D. Close Public Hearing

Chairman Tobin closed the public hearing at 5:10 p.m.

Ms. Amy Dukes joined the meeting via telephone at 5:10 p.m.

E. Pledge of Allegiance

The pledge was recited.

F. Minutes – Draft July 9, 2003

The minutes were tabled until the next meeting.

G. Action Items

Mr. Charles L. Sweat presented action item number four out of order at the Board's request. Commissioner Brooks believed that no further discussion was necessary to ratify the changes of the approved contract. Discussion ensued.

Mr. Sweat stated that the insurance changes requested have been addressed and all changes requested by the Board had been made by staff, including a statutory revised to section 16.1 and he requested that the Board ratify the changes.

Ms. Dukes stated that with the removal of the article two the, the document and the table of contents should be corrected. Ms. Dukes stated that she and Terry Lewis had reviewed the document for legal sufficiency.

Commissioner Wilkinson requested revisions. A revision to section 1.8 concerning information being provided by an employee to a third party. Ms. Dukes stated that the public records law superseded the section. Ms. Dukes requested a revision to the contract reflecting the renumbering due to the deletion of article two. A revision to the contract section 5.3 on page 6 in reference to invoices was also requested.

Commissioner Brooks stated that it was a point of order the item being discussed was approved two weeks ago with the changes agreed to by WEC and they have been made and that it was out of order to review the document line by line and that either the changes be ratified as noted or the item be tabled. Chairman Tobin believes that further discussion was necessary prior to a vote on the item.

Commissioner Wilkinson stated that he wants the record to reflect that he is concerned with the items he is mentioning including the language in Article 13 stating that the KLWTD would own the documents created by WEC after the KLWTD pays WEC for them and not until KLWTD terminates the contract. Commissioner Wilkinson was also concerned with section 13.2. Discussion ensued on what the new language should be.

Commissioner Wilkinson expressed concern with section 12 and that the insurance amounts quoted were to low. Mr. Weiler stated that he had his insurance increased and provided a new certificate of insurance to the Board.

Commissioner Brooks expressed concern that the eight top ranked engineering firms had received the general contract as part of the CCNA process and that there would be negative repercussion to changing the document at this time. He again stated that the action requested was a ratification of the contract that had been presented and approved by the Board at the last meeting.

Commissioner Brooks asked Ms. Dukes if the same general contract that would be signed by WEC should be forwarded to the other engineering firms. Ms. Dukes stated that the same general contract would need to be sent to the other engineering firms. Ms. Dukes added that the contract should uniform unless there is a reason why a particular engineer couldn't comply with any of the provisions. Discussion ensued concerning the actions taken at the July 30, 2003 meeting and points of parliamentary procedure.

COMMISSIONER WILKINSON MADE A MOTION TO APPROVE SECTION 13.1 WITH THE STATED CORRECTIONS. COMMISSIONER BEATY MADE A SECOND TO THE MOTION. CHAIRMAN TOBIN CALLED FOR A VOTE. COMMISSIONERS BROOKS AND BAUMAN VOTED NO. COMMISSIONERS BEATY AND WILKINSON AND CHAIRMAN TOBIN VOTED YES.

COMMISSIONER BEATY MADE A MOTION TO APPROVE ITEM G-4 THE RATIFICATION OF THE REVISED AS APPROVED WEILER ENGINEERING

CORPORATION CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH THE AGREED TO CHANGES REQUESTED BY COMMISSIONER WILKINSON AND MS. DUKES AND AS AMENDED BY THE CHANGES TO SECTION 13. THE MOTION WAS SECONDED BY COMMISSIONER BAUMAN. CHAIRMAN TOBIN REQUESTED A ROLL CALL VOTE.

COMMISSIONER BAUMAN	YES
COMMISSIONER BEATY	YES
COMMISSIONER BROOKS	NO
COMMISSIONER WILKINSON	NO
CHAIRMAN TOBIN	YES

THE MOTION CARRIED.

Chairman Tobin recessed the meeting at 6:15 p.m.

Chairman Tobin reconvened the meeting at 6:20 p.m.

1. Approval of the advertisement for the KLWTD FY2004 Budget Resolution for adoption at the September 17, 2003 meeting

Please see above.

2. Approval of the REVISED KLWTD Work Authorization WEC 03-01 Scope of Services with Weiler Engineering Corporation for engineering services for the KLTV Project

Mr. Sweat stated that the changes requested by the Board at the last meeting had been made to the document and that the kick-off meeting had been scheduled

Chairman Tobin stated that at the last meeting the item was tabled for WEC to have an opportunity to make the changes requested and he had volunteered to go to Palm Beach to review the changes. Chairman Tobin did not have the opportunity to review the changes prior to the meeting. Chairman Tobin was aware that Mr. Terry Lewis had reviewed the document and suggested changes. Chairman Tobin stated that he and Ms. Dukes have concerns with items in the revised work authorizations.

The revisions were discussed. Commissioner Brooks stated that the changes had been reviewed and approved by Mr. Lewis, Mr. Sheets and Mr. Sweat and are in order. Chairman Tobin stated that because of the concerns expressed by himself, Commissioner Wilkinson and Ms. Dukes that action should not be taken on the work authorizations. Ms. Dukes agreed that there are issues that need to be addressed prior to action. Chairman Tobin's points of concern were discussed.

Commissioner Wilkinson expressed his concerns, which included the lack of a schedule, why the engineering was preparing the scope of service, the notice to proceed to Haskell, WEC being the engineer of record on the KLP project, Basic Services section A. 2., Preliminary Design Phase section A. 5., Basic Services B., Final Design Phase A. 2., A. 3., A. 4., Final Design Phase section 10, 11, 12. a., 15 and section C also Exhibit B point A.5 and Exhibit C. Discussion ensued.

Chairman Tobin requested that Mr. Sweat ascertain the amount that Brown and Caldwell would be charging for Engineer of Record services on the KLP project.

Chairman Tobin expressed his concerns with item G 2, which included the removal of limitation of liability and clarification of the KLWTD receiving credit if inspection services were reduced and Basic Services section A. 2.

Chairman Tobin asked for public comment on the item. Mr. Mike Longenecker stated that the documents being considered by the KLWTD Board are standard "boiler plate" versions used all over the country and that the professionals working with the KLWTD are being prudent and are trying to not reinvent the wheel.

COMMISSIONER BAUMAN MOTIONED TO APPROVE ITEM G-2 APPROVAL OF THE REVISED KLWTD WORK AUTHORIZATION WEC 03-01 SCOPE OF SERVICES WITH WEILER ENGINEERING COROPORATION FOR ENGINEERING SERVICES FOR THE KLTV PROJECT AS MODIFIED PER THE PREVIOUS DISCUSSION. COMMISSIONER BEATY SECONDED THE MOTION. ALL WERE IN FAVOR AND THE WAS APPROVED UNANIMOUSLY.

COMMISSIONER BROOKS EXCUSED HIMSELF FROM THE MEETING AT 8:05 P.M.

3. Approval of the REVISED KLWTD Work Authorization WEC 03-02 Scope of Services with Weiler Engineering Corporation for engineering services for the KLP Project

Commissioner Wilkinson expressed concern with the subject of engineer of record, the status of valve pits from Haskell, the inclusion of Sunset Waterways Subdivision. Discussion ensued on the concerns.

Commissioner Bauman suggested the item be table until the kick off meeting was held. Discussion ensued.

COMMISSIONER BAUMAN MOTIONED TO APPROVE ITEM G-3 APPROVAL OF THE REVISED KLWTD WORK AUTHORIZATION WEC 03-02 SCOPE OF SERVICES WITH WEILER ENGINEERING COROPORATION FOR ENGINEERING SERVICES FOR THE KLP PROJECT AS MODIFIED PER THE PREVIOUS DISCUSSION. COMMISSIONER WILKINSON SECONDED THE MOTION. COMMISSIONERS BAUMAN, BEATY AND WILKINSON AND CHAIRMAN TOBIN WERE IN FAVOR. COMMISSIONER BROOKS WAS NOT PRESENT FOR THE VOTE. THE MOTION CARRIED.

4. Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services

Please see above.

5. Approval of Resolution 2003-18 KLWTD Revised Expenditure Policy

Mr. Miles stated that the changes suggested by the Board at the 7/30/03 meeting had been incorporated into the document presented.

Discussion ensued concerning the need for fidelity bonds, having the bonds coincide with the election years and the effective date of the bonds.

COMMISSIONER WILKINSON MADE A MOTION TO APPROVE RESOLUTION 2003-18 KLWTD REVISED EXPENDITURE POLICY. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR AND THE MOTION WAS UNANIMOUSLY APPROVED.

H. General Manager's Report

1. Interim Financial Reports through June 30, 2003

This item was moved to the next meeting.

2. Status Report on the Haskell Company's KLTV Preliminary Project Schedule

The Manager had no new information on this item.

3. Status Report on the Revised Monroe County Loan Agreement

The Manager had no new information on this item.

I. Legal Counsel's Report

There was no legal counsel report given.

J. Commissioner's Items

1. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin
2. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin
3. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman

It was the consensus of the Board to add a discussion item for the August 27, 2003 meeting concerning the need for local legal counsel

COMMISSIONER BEATY MADE A MOTION TO TABLE COMMISSIONER'S ITEMS 1, 2 AND 3 UNTIL THE NEXT MEETING. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR.

K. Meeting Adjournment

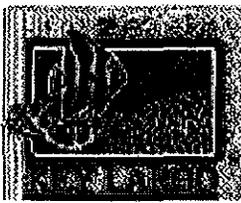
COMMISSIONER BEATY MADE A MOTION TO ADJOURN THE MEETING. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR.

CHAIRMAN TOBIN ADJOURNED THE MEETING AT 8:55 P.M.

**KLWTD Board Meeting
October 15, 2003**

Item F

Draft August 27, 2003 Minutes



Draft

Key Largo Wastewater Treatment District Board of Commissioner's Meeting Minutes

**4:00 PM Wednesday, August 27, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

Board Members Present

Andrew Tobin
Gary Bauman
Cris Beaty
Charles Brooks
Jerry Wilkinson

Staff Present

Charles L. Sweat, Director of Operations
Amy Dukes, Board Attorney (via telephone)
Jeff Weiler, KLWTD Engineer
Faith Doyle, KLWTD Board Clerk

Guests Present

Charles Fishburn

A. Call to Order

Acting Chair Jerry Wilkinson called the meeting to order at 4:04 p.m.

B. Pledge of Allegiance

The pledge was recited.

C. Public Comment

Acting Chair Wilkinson asked if any one present wished to address the Board. There being none the meeting continued.

D. Minutes -- Draft July 9, 2003

Commissioner Brooks made a motion to approve the July 9, 2003 meeting minutes. Commissioner Beaty seconded the motion. All were in favor.

E. Additions, Deletions or Corrections to the Agenda

Commissioner Brooks requested that Item I-11 be added, concerning the project development team meeting held today in reference to the distribution and readiness to

proceed on the \$100,000,000 grant to be dist by the South Florida Water Management District.

Commissioner Bauman requested that Item I-12 an engineering report be added.

**Commissioner Beaty motioned to approve the agenda as amended.
Commissioner Bauman seconded the motion. All were in favor.**

Chairman Tobin joined the meeting in progress at 4:15 p.m. and requested that Mr. Wilkinson continue to act as chair.

F. Action Items

1. Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services

Ms. Amy Dukes noted that section 12.1 had been changed as requested by the Board and that the table of contents was corrected along with the indexing of the entire document.

Discussion ensued concerning the previously requested changes dealing with document ownership, payment requirements, liability insurance, the gag provision and provisions for a credit if WEC would not be engineer of record.

Commissioner Brooks asked for the record if Jeff Weiler was satisfied with the contract. Mr. Weiler answered in the affirmative. Commissioner Brooks asked if the scope of services was clear to Mr. Weiler. Mr. Weiler answered in the affirmative. Commissioner Brooks asked if Mr. Weiler believes the plans would provide a fully functional wastewater treatment system. Mr. Weiler stated that it was his intent to work with other engineers to provide a system that works and the contract meets all requirements of the Florida statutes. Commissioner Brooks asked if there were any stipulations within the contract that would restrict WEC from completing the work specified in the contract. Mr. Weiler stated no. Commissioner Brooks asked if WEC could complete the task for the amount specified in the work authorizations. Mr. Weiler answered in the affirmative and added that once Brown and Caldwell make their decision and once Mr. Fishburn's participation is considered the fee will be scaled back and adjusted down.

It was the consensus of the Board that any modification to the contract would be made by amendment. Legal Counsel informed the Board that this would be an acceptable procedure.

Acting Chairman Wilkinson asked if there was any further discussion on the item. With there being none Commissioner Bauman made a motion to approve Item F1 Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services. Commissioner Tobin made a second to the motion. Acting Chairman Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes

The motion carried with a vote of four in favor and one not in favor.

- 2. Ratification of the REVISED KLWTD Work Authorization WEC 03-01
Scope of Services with Weiler Engineering Corporation for engineering
services for the KLV Project**

Acting Chair Wilkinson brought Item F2, WEC 03-01 to the floor. Mr. Sweat stated that at the previous meeting the Board had requested that the General Manager revise and modify the scope of service for the KLV project work authorization. Staff believes that the document presented complies with the request.

Discussion ensued concerning the credit provision and when Brown and Caldwell would give a number.

Commissioner Tobin requested that at page 9-paragraph a. "resident project manager" have the last sentence read "with credit to the District for lesser service." Legal Counsel agreed that a hand written change and initials would be proper.

Acting Chair Wilkinson asked for further discussion. With none Commissioner Beaty motioned to approve Item F2. Commissioner Bauman seconded the motion for discussion. Commissioner Tobin questioned if the contract could be broken down into design and construction phases. Discussion ensued. Commissioner Tobin called the question. Acting Chair Wilkinson called for a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

- 3. Ratification of the REVISED KLWTD Work Authorization WEC 03-02
Scope of Services with Weiler Engineering Corporation for engineering
services for the KLP Project**

Acting Chair Wilkinson brought Item F3 to the floor and asked for discussion. Mr. Sweat stated that at the Board's request the work authorization had been revised and assumes that WEC would be the engineer of record until the negotiations with Brown and Caldwell and Haskell are completed.

Commissioner Brooks made a motion to approve the work authorization with the same additional language made to it as WEC 03-01. Commissioner Tobin stated that during contract negotiation with Haskell that a cooperation clause was inserted. Commissioner Tobin believes one engineer for both projects would be best for the warranty of the project. Mr. Sweat stated that a recommendation would be made to the KLWTD Board on 9/17/03 after reviewing the cost given by Brown and Caldwell to be the engineer of record for both projects. Discussion

ensued about the cost of having Brown and Caldwell as engineer of record, the ownership of documents and warranty issues. Mr. Sweat and Mr. Weiler agreed that after Brown and Caldwell provides their cost to be engineer of record and if it was the pleasure of the Board the WEC 03-01 work authorization would be amended to reduce the fee. Commissioner Tobin called his question. Commissioner Beaty seconded the motion. Acting Chair Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

4. Ratification of the revised advertisement for the KLWTD FY2004 Budget Resolution for adoption at the September 17, 2003 meeting

Acting Chair Wilkinson brought Item F4 to the floor. Mr. Sweat stated that the date of advertisement has changed from 9/12 to 9/5.

Commissioner Brooks motioned to approve Item F4. Commissioner Beaty seconded for discussion. He suggested that the amount of \$98,000.00 for commissioner's fees be itemized. Commissioner Bauman suggested that it be broken down into salary and district expenses. Mr. David Miles would be directed to make the requested change prior to publication. Discussion ensued concerning the newspaper to be used for legal advertising. Ms. Dukes stated that for special districts a paper that is published county wide, five days a week must be used for legal advertisements. The only paper that meets the requirement is the Key West Citizen. Advertising in any other papers is optional. Acting Chair Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

Discussion ensued concerning additional advertising in a local Key Largo publication. Commissioner Brooks made a motion to advertise in the Key West Citizen and in the Free Press with a cost not to exceed \$500. Commissioner Bauman would obtain pricing from the Free Press.

It was the consensus of the Board to advertise the budget in the Free Press only and give the legal public notice in the Key West Citizen.

5. Approval of the revised Monroe County Loan Agreement with KLWTD

Mr. Sweat noted that the original agreement was changed at point one. The correct date is October 15, 2003. Discussion ensued on the history of the changes that have been made to the loan agreement. Commissioner Brooks noted that any future negotiations should involve the County commissioner. Discussion ensued on the amount of \$182,000 that was forwarded to the FCAA.

Commissioner Brooks made a motion to continue the item until a later meeting. Chairman Tobin seconded the motion. All were in favor.

At 5:50 p.m. Discussion ensued concerning having legal counsel remain on line. Ms. Dukes was asked for a legal report. Ms. Dukes stated that most of her report was covered during the previous items. Ms. Dukes did request that the General Manager provide current updates on the \$914,000 loan agreement.

Acting Chair Wilkinson recessed the meeting at 5:54 p.m.

Acting Chair Wilkinson reconvened the meeting at 6:05 p.m.

Acting Chair Wilkinson stated that only a brief public notice the minimum to meet legal requirements need be published in the Key West Citizen. The Board gave its consensus.

6. Approval of Pending Payment List for August, 2003

Acting Chair Wilkinson brought Item F6 to the floor. Discussion ensued concerning the legal fees being charged.

Commissioner Brooks stated that a review of the legal bills would be time consuming. Commissioner Bauman asked if the bills were being itemized as requested. Commissioner Brooks stated that they are more defined but not complete enough to analysis how future legal fees could be reduced. Chairman Tobin noted that all contact with legal counsel should be directed by the general manager at a point where documents are close to finalized.

Commissioner Bauman made a motion to approve the Pending Payment List for August 2003. Commissioner Beaty seconded the motion. Chairman Tobin objects to legal counsel charging for review of the minutes. Commissioner Bauman stated that legal counsel should be given clear direction on their responsibilities. Chairman Tobin requested that the Lewis Longman and Walker invoice be held and authorized the general manager to discuss the invoice with legal counsel. Commissioner Bauman amended his motion to approve the Pending Payment List for August 2003 with the exclusion of the Lewis Longman and Walker bill. Acting Chair Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Chairman Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was approved unanimously.

Mr. Sweat stated that a recommendation on the legal counsel invoice would be provided at the next meeting.

G. General Manager's Report

1. Status Report on the Haskell Company's KLTV Preliminary Project Schedule

Mr. Sweat stated that an update of the project schedule was distributed to the Board prior to the meeting and that after the upcoming meetings of the project team the document would be fine-tuned and a recommendation made to the Board concerning the engineer of record and the process to be used.

Discussion ensued about the number of days required by the contractor to inform the Board of the collection system that would be used. Mr. Sweat proposed that staff bring back a recommendation of either USBF / SBR and either Roovac / Airvac to the September 17, 2003 meeting. Mr. Jeff Weiler stated that time is of the essence and a deadline to make a decision should be set.

Mr. Sweat informed the Board that representatives of FEMA would like to meet with staff concerning the environmental site assessment during the week of 9/15. The KLWTD Chair was requested to attend also.

It was the consensus of the Board to move Item I-9 Discussion of Monroe County Ordinance 028-2003 concerning the Uniform Wastewater Connection Policy forward and include it with the Engineer's Report.

ENGINEER'S REPORT

Mr. Weiler stated that there would be daily reports by the inspector, GSG and WEC. These reports would be compiled into a monthly detailed summary and Ed Castle, as project manager would provide up dates.

Mr. Weiler stated that there would be a meeting in Miami on the 8th of September to review the 30% design. Discussion ensued on the distribution of engineering records to the staff and Commissioner Wilkinson as the Technical Committee Chairman. It was recommended that Commissioner Wilkinson be copied as soon as information is received by GSG and to have the documents forwarded to Commissioner Wilkinson at his home address and to WEC.

After discussion it was the consensus of the Board to have Commissioner Wilkinson attend the September 8, 2003 meeting in Miami.

Mr. Castle summarized the time line provided by the Haskell Company. The preliminary permit would be issued in November and by January 2004 the collection system permit would be issued. Line construction is anticipated to be complete in November 2004 and the treatment plant construction completed by May of 2005. Discussed ensued concerning other items in the report. Commissioner Wilkinson stated that the engineer must look at site mitigation and who will pay for it. It is his opinion that the Haskell Company should be responsible for it.

Mr. Castle stated that along with GSG, FDEP and Boyle Engineering he is attempting to gather all the engineering records to be kept in one place.

Mr. Weiler stated that concerning the Uniform Connection Policy for Monroe County they had been involved in the drafting of the document presented. He stated that the KLWTD could not over ride the County ordinance code. Commissioner Bauman asked if Mr. Weiler agreed with the ordinance and if anything could be done to change it. Mr. Weiler stated that he agreed with all but section 3.1. Discussion ensued and Mr. Weiler was requested to provide copies of the ordinance for the Board.

Chairman Tobin stated concern that the County Ordinance was passed without the consultation of other impacted entities. The Board requested that Mr. Sweat review the ordinance and give a recommendation at a future meeting. Discussion ensued on specific problems with the ordinance. The Board requested that an ordinance be drafted by staff for the KLWTD to adopt connection standards as soon as possible. WEC would provide the standards to the KLWTD.

H. Legal Counsel's Report

There was no legal counsel report.

I. Commissioner's Items

1. Discussion for possible action concerning contracting with local legal counsel – Commissioner Wilkinson

Acting Chair Wilkinson stated that he has contacted several lawyers with one response from Dirk Smits. Acting Chair Wilkinson wants to have legal counsel represented at the meeting and believes that all the KLWTD Commissioners should be able to contact legal counsel when necessary. Acting Chair Wilkinson entertained a motion to interview Mr. Smits as soon as possible. Commissioner Wilkinson would like to retain Lewis Longman and Walker on a special retainer. Discussion ensued. Chairman Tobin doesn't want to pursue this issue until he has a discussion with Lewis Longman and Walker, but at some point in time the Board should have local legal representation. Discussion ensued and the Board concurred that local legal representation at a reasonable rate is desired and should be pursued. Discussion ensued concerning the other staff members that are not local and the need to have all meetings concerning the KLWTD held in Key Largo.

Commissioner Brooks motioned to begin the process of procuring local legal representation and that each Board member is to contact a local attorney and that notice is given that the KLWTD is looking for general counsel with a preference that the attorney be based in the upper keys. Acting Chair Wilkinson seconded the motion for discussion, requesting that staff draft a letter of solicitation for response and a process for evaluation to be presented at the 9/3/03 meeting. A roll call vote was requested.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Chairman Tobin	No

The motion carried with a vote of four in favor and one not in favor.

- 2. Discussion of Commissioner Wilkinson's email of Monday, August 18, 2003
- 3. Discussion of web site services – Commissioner Bauman
- 4. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin
- 5. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin
- 6. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman
- 7. Discussion on KLWTD physical public records location – Commissioner Brooks

It was the consensus of the Items 1 2-7 be tabled until a future meeting.

- 8. Discussion of a procedure for the adoption of contracts – Chairman Tobin

Chairman Tobin stated that the list presented was a suggested procedure. Commissioners Bauman and Beaty agree with the process. Commissioners Brooks and Wilkinson believe the procedure should be made part of an administrative procedure that should be drafted with the assistance of legal counsel.

Chairman Tobin motioned that a draft procedure be done by staff and brought back for consideration at the 9/3/03 meeting. The motion failed due to lack of a second.

Commissioner Bauman motioned that staff review the preliminary procedures suggested by Wilkinson and Tobin for discussion at the next meeting. Chairman Tobin seconded the motion. A roll call vote was requested.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Chairman Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

- 9. Discussion of Monroe County Ordinance 028-2003 concerning the Uniform Wastewater Connection Policy – Commissioner Bauman

See above under the engineer's report.

L. Meeting Adjournment

Commissioner Beaty made a motion to adjourn. Commissioner Brooks seconded the motion. All were in favor and Acting Chair Wilkinson adjourned the meeting at 8:55 P.M.

KLWTD Board Meeting October 15, 2003

Item F

Draft September 3, 2003 Minutes



Key Largo Wastewater Treatment District Board of Commissioner's Meeting Minutes

**4:00 PM Wednesday, September 3, 2003
Key Largo Civic Club, 209 Ocean Bay Drive**

BOARD MEMBERS PRESENT

Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF MEMBERS PRESENT

Robert E. Sheets, General Manager
Ed Castle, Project Manger, Weller Engineering Corporation
Faith Doyle, Board Clerk

A. Call to Order

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

B. Pledge of Allegiance

All stood and the pledge was recited.

C. Public Comment

Chairman Tobin suggested voting at 7:00 p.m. to see if the meeting should continue after that point in time. Commissioner Wilkinson does not want items staying on the agenda for several meetings and suggested that perhaps a double meeting should be held in the near future.

Chairman Tobin asked if any one present wished to address the Board. William "C.W." Michaelson comments that the KLWTD website has been hosted for the past year free of charge. Unfortunately he has not received much input on the content and the only schedule dates had been received from Commissioner Wilkinson. Mr. Michaelson was informed that future KLWTD web development and hosting might be done by another company that is not located in Florida. Mr. Michaelson would like to see the work stay in the keys. He believes local business is not being treated well and he is unhappy with the way local businesses are treated. Chairman Tobin thanked Mr. Michaelson for hosting the website as a community benefit and stated that the Board is appreciative. Chairman Tobin stated that committee work is continuing on the maintenance of the web site and research will continue into using local vendors.

Commissioner Bauman asked about the lack of communications and the lack of development, design, maintenance and upon the site on a regular basis. Commissioner Bauman invited an open discussion of the issues at a private meeting with Mr.

Michaelson. Commissioner Bauman stated that he believes in supporting local businesses. Mr. Michaelson stated that he agreed that the communication has not been the best and requested that Commissioner Bauman contact him again. Commissioner Wilkinson believes the set up was good but the information needs to come from the general manager or the clerk. Commissioner Bauman and Commissioner Wilkinson noted that KLWTD needs a web keeper that is receptive to local issues and neither believes that Cooke communications would provide a viable alternative.

D. Minutes – Draft July 30, 2003

The Board requested that for future agendas the minutes be presented after the additions, deletions or corrections to the agenda.

Commissioner Brooks motioned to approve the meeting minutes from July 30, 2003. Commissioner Wilkinson seconded and all were in favor.

E. Additions, Deletions or Corrections to the Agenda

It was requested that Item J5 be moved to the first item discussed because other discussion items relate to strategic planning.

Commissioner Wilkinson stated that further discussion on the local legal counsel issue would be covered under G-1. The Board concurred.

F. Action Items

1. Approval of the revised Monroe County Loan Agreement with KLWTD

Mr. Sheets stated that at the May meeting the Board finalized their revisions to the agreement, executed it and sent it to the County. However, the County was concerned with the unilateral changes. Mr. Sheets and Commissioner Brooks discussed the agreement with the County over the phone and of most concern to the County was the provision to not re-pay the loan under certain circumstances. The County has offered a change to Section 3.a. adding that if the KLWTD has not collected sufficient funds the KLWTD has the right to request the County to renegotiate the terms of the agreement. This change would satisfy the County and protects the KLWTD while giving them the open door to discuss options with the County if funds are not available. Mr. Sheets cautioned that the KLWTD Board funding from FEMA couldn't be disbursed until this agreement is finalized. Under this agreement once it is signed then the funds would be forward to KLWTD for disbursement on qualified expenditures.

Commissioner Wilkinson disagrees with the matching grant being a loan and stated that the \$2,700 capital recovery fees should not be used for repayment of the loan. Commissioner Wilkinson believes the capital recovery fees are to be used for future growth.

Commissioner Beaty comments that listed under item number one of the agreement the County shall transfer \$731 thousand and FKAA \$182 thousand. He question if an accounting for the \$182 thousand was available. Mr. Sheets stated that he would verify if one was available.

Commissioner Brooks noted that the entire Interlocal Agreement is considered an exhibit to the document. Commissioner Brooks also wants to see an accounting of the funds already expended. Commissioner Brooks is concerned with approving the document because it is not stated specifically that FKAA is part of this agreement. Mr. Sheets stated that they are included in the Interlocal Agreement, which is an attachment of the agreement and defines the FKAA's responsibilities.

Chairman Tobin suggested changes. Discussion ensued. Commissioner Brooks asked Mr. Sheets if the FKAA meeting scheduled by Mr. Sheets had been held. Mr. Sheets stated that a specific date has not been set. Commissioner Bauman asked if the \$182 thousand was to be audited. Mr. Sheets stated that Danny Kohlage would most likely be auditing the fund for the County and that the DEP and KLWTD external auditors would also.

Commissioner Brooks motioned to approve the agreement and to send it with a cover letter from the general manager addressing the need for an accounting of the \$182,000 from the FKAA. Discussion ensued on if the County should sign the document before the KLWTD does. Mr. Sheets stated that the Board has approved the agreement in form and substance and with the impending liability of invoices that require payment by the KLWTD for preliminary design the document needs to be finalized so that it be placed on the County agenda for action resulting in KLWTD receiving the funds. The Chairman requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Wilkinson	NO
Chairman Tobin	Yes

G. General Manager's Report

1. Recommendation of a request for qualifications and a procedure for the interviewing and selection of general legal counsel

Mr. Sheets suggested that the process for the recruiting of a local attorney be informal. The proposed notice for advertisement was presented. Mr. Sheets stated that once responses are received the respondents should be invited for an interview during the 2nd public meeting in October. Legal counsel selection is not bound by the CCNA process and legal counsel should be appointed as soon as possible.

Chairman Tobin comments that after discussions with Terry Lewis he has been actively recruiting several firms. The Board suggested that John Jabro, Dirk Smitt, Jim Lupino, Harvey Ziegler and Nicholas Mulick be contacted. Chairman Tobin suggested sending a general faxed invitation via the bar association to inform the local members of the bar that the position is available.

The manager was requested to prepare a letter to be sent on the 5th for responses by the 12th. An update would be provided to the Board at the September 17th meeting.

Discussion ensued on advertising for general counsel or special counsel and the issues it could create with job assignments. Discussion ensued on the process of selection and the timing of the interviews.

The general manager was directed to call the position "Board Counsel" and to rework the letter, forward it to the upper keys bar association and to the five attorneys named by the Board. It was suggested that the interviews be held on September 17, 2003 and that the meeting begin at 3:00 p.m. and one candidate per hour be interviewed with regular business being conducted between interviews. All members agreed that any resumes received by Wednesday be forwarded to the Board. Mr. Sheets is to inform the candidates that they should be prepared to discuss fee structure.

2. Recommendation after review of the LEWIS, LONGMAN & WALKER invoices.

Mr. Sheets stated that any contact in the future with the attorney would be directed by him. Mr. Sheets provided a sample copy of an agenda item control sheet and a working group agenda. Mr. Sheets stated that the working group agenda was the control document used to place things on the agenda and to keep track of directives from the Board to staff.

Discussion ensued on the development of agenda control procedures. Chairman Tobin stated that each member of the Board should be able to contact the Board's attorney for advice, but he believes it is not appropriate to have all documents reviewed by legal if they have been tasked to staff.

Commissioner Bauman stated that because there is not presently a policy in place and that legal had been directed to review the documents they should be paid for it. Commissioner Wilkinson believes hiring an attorney who charges a flat fee retainer would result in not being invoiced for review of minutes and other standard documents. Commissioner Wilkinson asked if the policy including agenda control procedures would be ready for the 17th meeting. Mr. Sheets stated the policies would not be ready for the 17th and that flat fees can be misleading. Discussion ensued on legal fee structures.

Commissioner Bauman motion to approve the Lewis, Longman and Walker bill in the amount of \$7,263.34. Commissioner Wilkinson seconded the motion. All were in favor and the motion carried.

3. Recommendation of a procedure for contract adoption.

Mr. Sheets stated that it would be beneficial to schedule the first strategic planning session in September and drafting of the policy and procedures should be part of the strategic planning session.

Mr. Sheets asked the Board if it wants to consider having a listing in the yellow pages for the KLWTD. It was noted that the local KLWTD phone number was listed in the white pages. It was the consensus of the Board to not advertise in the yellow pages at this time.

H. Legal Counsel's Report

No legal report was presented.

I. Engineer's Report

Mr. Castle stated that Mr. Weiler provided a detailed report at the last meeting. Mr. Castle informed the Board that there will be a project team meeting in Miami on September 8 at 1:00 p.m. at the Brown and Caldwell office and that a proposed work plan for completing the balance of the KLP would be discussed and the first draft of a preliminary design report should be presented to staff. The decision to use either USBF or SBR and Airvac or Roevac should begin at the 17th Board meeting. Mr. Sheets stated that the most current Schedule B would be forwarded to the Board.

Discussion ensued on the content of the September 17, 2003 agenda and the possibility of needing an additional meeting in September. Discussion ensued on the placement of the lawyer interviews and the engineering meetings. Mr. Sheets suggested the engineering meetings be held on the 17th and the lawyers at the first meeting in October.

Commissioner Brooks asked if the USBF/SBR and Airvac/Roevac evaluation process would involve presentations on the technologies or would the Board be following the recommendations of the staff, engineers and contractors. Discussion ensued. Chairman Tobin requested an analysis from the principals on what they are basing their decisions on.

Mr. Castle stated that Haskel would provide Brown and Caldwell's recommendations and that WEC would offer an opinion on the recommendation of the vacuum system and would review their opinions based on historical data.

Commissioner Wilkinson stated that as the technical committee chair he would like to present information to the project team concerning the position of the Board. Commissioner Bauman stated that if it is to be presented as the Board's view the Board must agree to it. Commissioner Wilkinson's stated that he would preface his presentation and state that it his opinion only.

Mr. Castle stated that he and Mr. Sweat are working on getting all documentation from Boyle Engineering for conceptual design work that was done on the KLP and KLTV projects.

Commissioner Brooks stated that during contract negotiations USBF was the preference of the Board and it would remain that way unless it can be demonstrated that an alternative was better suited to the KLWTD's needs. Haskell with Brown and Caldwell will review USBF and SBR along with alternatives and WEC will verify their recommendation. WEC understands the Board's wishes. Mr. Castle will be giving operating budgets for the two systems without prejudice.

Commissioner Brooks asked Mr. Sheets about the status of the FEMA Site Assessment. Mr. Sheets stated that he would be meeting with Miles Anderson of the DCA concerning the issue and he has a tentative meeting of September 15th. Mr. Anderson also wants to meet with the general manager and Chairman Tobin to discuss several issues just as the low to moderate income funding plan and the Environment Assessment public hearing and the combining of the two projects into one.

Chairman Tobin requested the general manager draft a letter to FEMA to inform them of the KLWTD need for a final FEMA schedule on the site assessment.

Discussion ensued on the need for Higgins to begin work as soon as possible on the KLP project.

Chairman Tobin recessed the meeting at 6:00 p.m.

Chairman Tobin reconvened the meeting at 6:10 pm

J. Commissioner's Items

It was requested that Item J-7 be discussed first. The policy/procedure for moving discussion items to action items was brought to the floor. Chairman Tobin requested that this procedure be adopted as an interim policy. Chairman Tobin requested that the item be reviewed and a recommendation made by staff for action at the next meeting.

Discussion ensued about the procedure conflicting with Roberts Rules of Order. Discussion ensued on the agenda item request with staff doing research prior to an item being added to an agenda. Commissioner Brooks believes this item should be held for legal counsel review and for further discussion in the strategic planning session.

Commissioner Bauman motioned for staff to draft a formalized process to advance discussion items to action items. Commissioner Wilkinson made a second to the motion. All were in favor and the item was unanimously approved.

1. Discussion of Commissioner Wilkinson's email of Monday, August 18, 2003

Mr. Sheets stated that a working group agenda that would include pending projects and directives of the Board has been developed. Commissioner Wilkinson suggests the general manager provide a work in progress report during his report.

Commissioner Wilkinson motioned to have a work in progress report added to the agenda. Chairman Tobin seconded the motion. The motion carried.

Mr. Sheets stated that an agenda control process should be part of an overall discussion of how to conduct business. The clerk was requested to forward examples of agenda control documents to the Board.

Chairman Tobin motioned for a formal agenda procedure to be drafted. Commissioner Wilkinson seconded the motion. All were in favor.

Commissioner Wilkinson wants an 800 number established to access the general manager.

Chairman Tobin requested that all of Commissioner Wilkinson concerns be addressed by the general manager for formal action on the 17th of September or the 1st of October.

2. Discussion of web site services – Commissioner Bauman

The item was removed from the agenda until Commissioner Bauman speaks with Mr. Michaelson.

3. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin

This item was removed and will be discussed at the strategic planning workshop.

4. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin

The item was tabled until the next meeting.

5. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman

Commissioner Bauman stated that it is imperative that this issue be addressed because it's importance in demonstrating the KLWTD's readiness to qualify for future funding.

Mr. Sheets suggested that a facilitator be brought in to help develop a strategic plan along with the many other policy and procedural issues facing the Board. The clerk was directed to forward a sample strategic plan to the Board.

Mr. Sheets stated that a scope of service should be drafted for the update of the master plan and the work would be done by an engineer selected from the CCNA process.

Commissioner Bauman requested that the general manager begin drafting the scope of service for the master plan review and the development of the KLWTD strategic plan. Discussion ensued on the timing of the strategic planning session and master plan scope of work. Mr. Sheets stated that there are funds set in the contingency line item of the budget to be approved on 9/17 and that the Board needs a plan ready to avail themselves of future funding. A strategic planning session to develop a business plan to demonstrate to funding agencies that the KLWTD knows what to do if funded.

Commissioner Bauman made a motion to have the general manager develop an outline of the steps needed to accomplish the strategic plan and master plan review to be presented at a subsequent meeting. Commissioner Wilkinson seconded the motion. All were in favor.

6. Discussion on KLWTD physical public records location – Commissioner Brooks

The item was tabled until the next meeting.

7. Discussion of policy/procedure for moving discussion items forward – Chairman Tobin

Please see above.

Chairman Tobin stated that he had been informed that the 29% share of the \$100 million dollars might be in jeopardy. Commissioner Brooks continues to remind all those involved of the history of how the original award came about. Commissioner Brooks stated that the Intergovernmental Task Force was formed with local communities for the purpose of coordinating the distribution of federal money. Commissioner Brooks gave

the history of the how the share of 29% was cut from being for Key Largo to being marked for all of unincorporated Monroe County. Commissioner Brooks was told that the issue has been addressed to get the money back to Key Largo and that Representative Sorenson was involved and aware of all the developments. Commissioner Brooks stated that he has documentation (the minutes from the last Intergovernmental Task Force meeting) verifying that Key Largo would receive the 29% but to be successful it will take continued pressure. Commissioner Brooks stated that the SFWMD is the entity that would distribute the funds and that Cecilia Weaver is the Key's representative from SWFMD and will also monitor the situation.

Commissioner Brooks suggested that follow up on this issue be moved to the managers work in progress report. Commissioner Brooks stated that he would continue to update the Board on this issue and that Cecilia Weaver of SWFMD has been provided documents that prove Key Largo is to receive 29% of the allocation.

Chairman Tobin requested that Ms. Weaver be invited to attend a future KLWTD Board meeting.

L. Meeting Adjournment

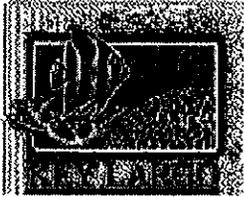
Commissioner Brooks made a motion to adjourn. Commissioner Bauman seconded the motion. Chairman Tobin adjourned the meeting at 7:50 P.M.

**KLWTD Board Meeting
October 15, 2003**

Item F

Draft September 17, 2003 Minutes

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**Key Largo Wastewater Treatment District
Board of Commissioner's Meeting Minutes**

**4:00 PM Wednesday, September 17, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

BOARD MEMBERS PRESENT

Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF MEMBERS PRESENT

Robert Sheets, General Manager
Charles L. Sweat, Director of Operations
David Miles, Chief Financial Officer
Jeff Weiler, Engineer
Ed Castle, Project Manager
Faith Doyle, Board Clerk

GUESTS PRESENT

Ms. Science Kilner, FEMA
Mr. Lawrence Frank, FEMA
Mr. Tom Evans, Tom Evans Environmental, Inc.
Mr. James Dotesh, Roediger
Mr. Charles Fishburn
Mr. Walter E. Messer, D.N. Higgins
Mr. Stu Oppenheim, Brown and Caldwell
Mr. Peter Kinsley, The Haskell Company
Mr. Joe Paterniti, Brown and Caldwell
Mr. Mike Longenecker, Key Largo resident
Mr. Robert E. Burt, KLV
Mr. John Hammerstrom
Mr. Burke Cannon, IKLFHA

A. Call to Order – KLWTD Regular Meeting

Chairman Tobin called the meeting to order at 4:03 P.M.

B. Pledge of Allegiance

All stood and recited the pledge.

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C. Open Public Hearing on Resolution 2003-19 KLWTD FY2004 Budget

Chairman Tobin opened the public hearing at 4:05 P.M. and asked if there were any comments from the public on the KLWTD FY2004 Budget Resolution 2003-19. There being none he closed the public hearing and asked the Board for discussion on the Resolution.

D. Close Public Hearing

Chairman Tobin closed the public hearing at 4:07 P.M.

Commissioner Charles Brooks made a motion to approve Resolution 2003-19 KLWTD FY2004 Budget. Commissioner Wilkinson seconded the motion. All were in favor and the motion was unanimously approved.

E. Public Comment

Please see below.

F. Additions, Deletions or Corrections to the Agenda

Mr. Robert Sheets requested that representatives of FEMA present information on the Environmental Site Assessment (ESA). Ms. Science Kilner and Mr. Lawrence Frank were introduced. Ms. Kilner stated that the draft ESA was forwarded to Mr. Sheets for comments from the KLWTD. The public hearing will be scheduled for early November with a 30-day comment period prior to the hearing. After the public hearing and comment period a final ESA will be prepared and forwarded for the grant to be initiated and it would be administered by Miles Anderson of the D.C.A. Two major items are needed from the KLWTD for the ESA the draft report must contain the plan for assisting low and very low-income residents and a site mitigation plan along with several minor items. This information needs to be supplied by the KLWTD Board. Discussion ensued on the specifics of site mitigation and the plan for assisting low-income residents. Ms. Kilner suggested that the Fish and Wildlife Commission be contacted for assistance concerning the site mitigation plan.

Commissioner Wilkinson stated concern over the delay in the ESA process. Ms. Kilner stated that the ESA process was complicated and involved many different governmental entities. Commissioner Wilkinson asked where the alternate site is located. Ms. Kilner stated that it is at mile marker 98 and was suggested by the FKA.

Chairman Tobin requested the General Manager to draft a summary of what actions are necessary to provide the information for the draft ESA to FEMA. Chairman Tobin suggested that if additional information after that point is needed then a public meeting could be held to advise the entire Board. It was noted that the contractors were present at the informational meeting and are aware of what is required of them. Mr. Sheet stated that the Board needs not be overly concerned about the alternative site; it needs to be available if there are catastrophic problems with the proposed site. The draft ESA was forwarded to WEC and Brown and Caldwell for their comments. Mr. Sheets will be formalizing the process for implementing a low-income assistance program that meets the requirements of the County program. He noted that the County had provided in the

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Interlocal Agreement to assist with the \$2,700 fee, however the KLWTD needs to address a program for running lines. Mr. Sheets will contact Mark Bell of Monroe County in the effort to prepare an implementation plan. Mr. Sheets stated that other issues do need to be addressed but after the comments are received the draft will be used for the public hearing and he suggested that a special meeting of the KLWTD be held to coincide with FEMA's public hearing. Mr. Sheets stated that at present the executed grant agreement should be in hand in January of 2004. Mr. Sheets noted that a revised project schedule would be provided to Miles Anderson of the DCA to inform him that the present delays were due to circumstances beyond the Board's control.

Further discussion ensued concerning the site mitigation plans and who is responsible for the costs. Further discussion ensued concerning the implementation of a low-income program.

Commissioner Brook asked what mechanism is used by FEMA to inform the Board that the necessary information has been provided. Ms. Kilner stated that the holding of the public hearing is an indication that all information was provided.

Ms. Kilner stated that if all information is received by October 15, the public hearing could be held on November 5, 2003 in Key Largo. Mr. Lawrence Frank stated that a draft of the forth-coming grant contract would be provided to the Board for review as soon as possible to assist in expediting the process.

Discussion ensued on the possibility of third party challenges that could delay the project.

Chairman Tobin requested that public comment be moved to after the engineers report.

G. Action Items

1. Approval of Resolution 2003-19 KLWTD FY2004 Budget

Please see above.

2. Approval of the Pending Payments List dated September 10, 2003

Commissioner Brooks motioned to approve the Pending Payments List contingent on being provided copies of the invoices after the fact. The motion died due to the lack of a second and the Chairman requesting the item be moved to later in the meeting.

H. General Manager's Report

1. Update on the request for information from potential Board Attorney Candidates

The Clerk informed the Board that the five lawyers requested by the Board to be contacted and the letter to be forwarded to the President of the Lower Keys Bar Association had be completed. Mr. Harvey Zeigler, Mr. Nicholas Mulik, Mr. John Jabro, Mr. Dirk Smits and Mr. James Lupino have responded. Mr. Mulik is not interested in submitting a statement of qualifications. Mr. Zeigler, Mr. Jabro, Mr. Smits and Mr.

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Lupino stated they would meet with the Board and forward statements of qualifications. Mr. Lupino is not available to meet on October 1, 2003. Presently for the October 1, 2003 meeting Mr. Ziegler is scheduled for 3:00 p.m., Mr. Smits for 4:00 p.m. and Mr. Jabro for 5:00 p.m. The Clerk will be forwarding the final schedule and the information provided to all Board members.

Commissioner Wilkinson stated concern over not having legal counsel present at the KLWTD meetings. Chairman Tobin stated that legal counsel is available by phone. Commissioner Brooks suggested that all the meetings with potential legal counsel be held on one day. Mr. Sheets requested that the Clerk reschedule the meetings for the 15th of October beginning at 4:00 p.m. Chairman Tobin stated that if not all are available for the 15th the 1st of October should be offered.

Mr. Sheets stated that although legal counsel was not present this evening that legal counsel would be consulted on several agenda items for October 1, 2003 and would need to be present at the meeting.

I. Legal Counsel's Report

No report was presented.

J. Engineer's Report

1. Presentation by the Project Team on the results of the Kick-off meeting and discussion of the implementation of the Draft Concept Review Submittal

Mr. Sheets stated that the team has provided the Draft Concept Review Submittal (DCRS) to staff and it would be forwarded to the Board members as soon as possible.

Mr. Sheets stated that the team would make a recommendation on Airvac/Roovac but requires additional information before providing a recommendation USBF/SBR but would have one prepared for the October 1, 2003 meeting. Information would be provided during the presentation giving alternatives on the completion of KLP as requested by the Board. Mr. Sheets stated that several different alternatives are being offered by Haskell and staff would like direction from the Board on what alternative should be pursued. Mr. Sheets stated that Tim Banks of DCA is considering combining the two projects into one unified project. Mr. Banks has requested documentation on the projects prior to his decision. Mr. Sheets would have more information for the Board at the October 1, 2003 meeting.

Chairman Tobin introduced Mr. Peter Kinsley of the Haskell Company. Mr. Kinsley introduced Mr. Stu Oppenheim, Vice-President of Operations for Brown and Caldwell, and will oversee the entire design of the project from the Miami office. Mr. Ted Hortenstein was introduced as the principal of the secondary treatment design, the plant and works from the Orlando office. Mr. Joe Paterniti was introduced as the principal to oversee the vacuum collection system for Brown and Caldwell and works from the Miami office. Mr. Walter Messer, Vice President of Operations for D.N. Higgins was introduced.

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The Haskell Company and Brown and Caldwell made a presentation on the DCRS, which included information on Airvac/Roevac.

Mr. Kinsley presented the information on combining the KLP and KLTV project and including the Sunset Waterways subdivision. Mr. Kinsley stated that the Board had requested alternatives on having all vacant lots provided service and two additional scenarios were provided to accomplish the task.

Discussion ensued on the alternatives, the cost to the resident to install the system and the probability that all the vacant lots could be developed. Mr. Kinsley stated that more information would be necessary to make an informed decision.

Mr. Kinsley stated that he looks forward to working with the KLWTD in accomplishing all the goals of the Board.

Commissioner Bauman asked Mr. Kinsley his thoughts on the February 1, 2004 date. Mr. Kinsley is concerned with it and the likelihood that ground breaking on the plant would not happen in 2003, however occasionally the DEP allows other phases of a project to begin prior to ground breaking. Mr. Sheets stated that depending upon the combining of the projects the project schedule would be revised and that would adjust all of the funding deadlines into the future.

Chairman Tobin recessed the meeting at 6:25 p.m.
Chairman Tobin reconvened the meeting at 6:40 p.m.

Mr. Sheets requested direction from the Board on the team's recommendation on the Airvac/Roevac issue if not tonight then on October 1, 2003, also for October 1st the recommendation for USBF/SBR would be provided to the Board. These two decisions would impact when the 30% design submittals would be completed.

Mr. Sheets stated that he requires direction from the Board this evening concerning the proposal from Haskell on combining the projects and if it cannot be given tonight it would need to be discussed at the October 1st meeting.

Chairman Tobin stated that he would require additional time to review the information provided prior to voting on Airvac/Roevac, USBF/SPR or the Haskell proposal to combine the projects and would like it to be on the agenda for the next meeting. Chairman Tobin stated that concerning the Haskell proposal funding must be identified prior to a decision. He requested that memorandums outlining what had been discussed by the project team at their meetings be provided to the Board to better prepare the Board.

Commissioner Bauman stated that there is no other choice than to have one engineer for the entire project and it should move forward as quickly as possible.

Commissioner Beaty would like to review the information provided and consult with Charles Fishburn on his opinions concerning the processes being suggested.

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Commissioner Brooks stated concern on not receiving information in sufficient time to review prior to making decisions along with the need for updates from staff on meetings outside of Board meetings. Commissioner Brooks believes that one engineer is the best course but he has questions on the transferring of costs from WEC to Haskell. Mr. Weiler states that for the Engineer of Record services he would reduce his costs by \$19,000. Mr. Weiler stated that Haskell's proposed fees are fair and reasonable considering the amount of redesigning work that is required. Commissioner Brooks asked how much more Haskell would be costing the KLWTD as Engineer of Record. Mr. Kinsley stated that the amount enumerated in the proposal is \$80,000 however, in his opinion, Mr. Weiler may not have been provided with the details on the redesign work to have properly cost the project. Mr. Sheets interjected that it may not be appropriate to request the engineers to debate cost comparisons that are not apples to apples. Mr. Sheets recommends that a complete comparison be provided so that the Board could see the specific benefits of their decision. Commissioner Brooks stated that he would appreciate more time to review the information although he feels that the proposal is very good and has received an initial recommendation from the KLWTD Engineer.

Mr. Sheets stated that if it is the consensus of the Board, staff would prepare a memorandum outlining the scope of work that would be provided by Haskell under a unified project. Chairman Tobin stated that it was always the wishes of the Board to have one project and from a policy standpoint the Board is united on this point.

Commissioner Wilkinson gave a report on his attendance at the project team meetings. He is ready to fully support the use of Roovac but agrees with the Board that a vote on the issue can be held until the next meeting. Commissioner Wilkinson stated that one engineer is the best alternative, however the funding must be identified prior to a decision being made. Commissioner Wilkinson stated that he has an opinion on the USBF/SBR choice but would like to see documentation prior to voting on the issue.

Chairman Tobin asked if the information provided to Commissioner Wilkinson would be shared with the other members of the Board. Mr. Kinsley stated that he is also awaiting information prior to recommending USBF/SBR and that he would provide information to the Board concerning the issue.

Commissioner Brooks stated that he would like the facts used for the recommendation in the event Haskell recommends something other than what the Board would recommend.

Chairman Tobin believes a more in depth analysis of the treatment plant would be required before making a decision. Mr. Sheets stated that all information would be incorporated into the agenda package for the Board's review.

Commissioner Wilkinson believes that the major decision will be Airvac/Roovac because most of the cost is involved with it and it will be buried in the ground and difficult to update if necessary. The plant decision is only 20% of the overall cost of the project and will be more accessible if alterations are necessary.

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Mr. Sheets stated that to avoid any unnecessary confusion, how the recommendations are presented should be decided by the Board. Commissioner Bauman stated that he does not want to participate in lengthy presentation by vendors and that he will support the recommendations of staff. Commissioner Wilkinson believes that if the Board goes against the recommendation of the Engineer it would result in no warranty for the project.

Chairman Tobin stated that to improve the comfort level of the Board members that the recommendation should be presented along with supporting details.

Mr. Sheets stated that the recommendation would be made in a pros/cons format along with supporting information from Haskell.

Chairman Tobin brought the Pending Payments List back to the floor for consideration.

Commissioner Brooks motioned to approve the Pending Payments List except for the Lewis Longman and Walker invoice because there was insufficient time to review it. Commissioner Wilkinson seconded the motion. All were in favor and the item was unanimously approved.

Chairman Tobin asked the Clerk to provide electronic copies of the Lewis Longman and Walter invoices to the Board members on an ongoing basis. Mr. David Miles stated that he would scan them and forward them to the Board.

K. Commissioner's Items

1. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin

Chairman Tobin requested that the item be removed from the agenda. It was the consensus of the Board to support the continued participation with the Intergovernmental Task Force and the securing of the original share of funding apportioned to the KLWTD. Commissioner Brooks distributed historical information from the Intergovernmental Taskforce to the other Board members along with a newspaper article concerning the issue of future funds that are becoming available. Chairman Tobin stated that if a resolution is necessary in the future it would be in the best interest of the KLWTD to affirm it formally and requested Commissioner Brooks to advise the Board in the future if it is required.

2. Discussion on KLWTD physical public records location – Commissioner Brooks

Commissioner Brooks would like as soon as possible to have public records available to the public in a common area. The library was suggested for retaining the documents for public review. The copies being retained by Commissioner Beaty as the official secretary of the Board would continue. The Clerk has verified with the library that they would maintain the records if provided to them. Commissioner Brooks would like to see the agendas, minutes and contracts provided, however the agenda being provided prior to meetings could be a difficulty. Discussion ensued on the specifics of duplicating the records and providing them to the library. It was suggested that the agenda be provided

DRAFT

electronically prior to the meeting without back up information being provided at a later time. It was the consensus of the Board that contracts need not be included and the library should not be a complete replication of the KLWTD records.

Commissioner Brooks made a motion to approve the Clerk to initiate a minute book, agenda book and resolutions book at the library as soon as possible. Commissioner Wilkinson seconded the motion. All were in favor and the motion carried. Staff was directed to bring back a formal resolution for action at the next meeting.

3. Discussion on advertising each regular meeting in the Free Press or Reporter as a display ad – Commissioner Wilkinson

Commissioner Wilkinson stated that he had requested information concerning the advertising requirements for the KLWTD from the attorney generals office. Chairman Tobin stated that he had a telephone conversation with a member of the attorney generals staff that a request for an opinion would need to be done formally by letter. Chairman Tobin believes that with the present statutes on the special districts advertising requirements that it may not be necessary. Commissioner Wilkinson states that his main concern is that advertisements are not reaching the Key Largo citizens by advertising in the Key West Citizen and he would like to see the response of the attorney general on the issue. Chairman Tobin stated that there is an ambiguity in the statute but it has been lobbied previously without success. Commissioner Bauman believes that with the negotiated reduced rate with the Free Press it would not be difficult to maintain advertisements in both publications. Commissioner Brooks comments that this issue is minor in relation to the other issues facing the KLWTD and suggests that sewerage Key Largo be paramount to the KLWTD Board and advertising the meetings be secondary. Chairman Tobin stated that in the future as time permits the Board pursue having the law amended.

Discussion ensued on drafting a letter to the attorney general requesting an opinion. Commissioner Wilkinson suggested drafting the letter and bringing it back for Board consideration. Chairman Tobin requested that Mr. Sheets review the statute and provide the Board with a recommendation on the issue. Chairman Tobin requested this discussion item be moved to an action item at the General Managers discretion.

4. Discussion of future ground breaking ceremonies – Chairman Tobin

Chairman Tobin requested that the item be removed from the agenda.

L. Meeting Adjournment

Chairman Tobin adjourned the meeting at 7:50 p.m.

KLWTD Board Meeting October 15, 2003

Item G

Local Legal Counsel



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations

FROM: Faith Doyle, KLWTD Board Clerk

DATE: October 8, 2003

RE: Withdrawal of local legal counsel interviewees.

Dear Commissioners:

Please be advised that on September 12, 2003 Mr. Nicholas Mulik contacted the Tallahassee Government Services Group, Inc. offices by telephone in response to the letter of request for a statement of qualifications. Mr. Mulik informed us that he was not interested in making a submission for consideration.

Attached is a letter from S. Harvey Ziegler, Esq. for your information requesting his name be withdrawn from consideration.

Also attached is a copy of an email from John Jabro to me dated October 7, 2003 withdrawing his name from consideration.

The submittals forwarded from Mr. Dirk M. Smits, Mr. James Lupino and Mr. Thomas Dillon are included for your review and consideration.

**S. Harvey Ziegler, Esq.
41 Jolly Roger Drive
Key Largo, FL33037
(305) 852-5257 fax 852-0523
shzesq@bellsouth.net**

September 23, 2003

Re: Board Attorney Position

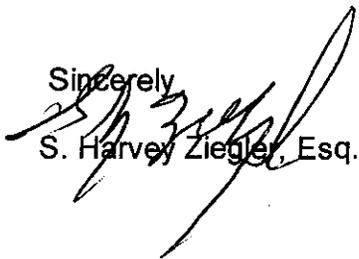
Key Largo Waste water Treatment District
PO Box 491
Key Largo, Fl 33037

Dear Mr Sheets:

This letter is to advise you that I wish my name to be withdrawn as a candidate for the position of board attorney. The scope of the job description which includes more then advising at meetings is more then I contemplated and would complicate my early taking of social security. I also am not interested in competing with a lawyer in a large firm who I am advised is willing to work for paralegal rates. As full time resident of Key Largo please be sure the board keeps in mind the difference between value and just cheap, you generally get what you pay for and an exceeding low hourly generally means more hours.

I wish you and the board well in this major undertaking and look forward to the services you will provide the community,

Sincerely


S. Harvey Ziegler, Esq.

Faith Doyle

From: JJabro@aol.com
Sent: Tuesday, October 07, 2003 12:12 PM
To: fdoyle@govmserv.com
Subject: No Subject

Hello Faith:

This will confirm our most recent conversation. As I stated, I have been contacted by several clients who object to my serving as counsel to the Key Largo Wastewater Board. For this reason, I will not submit my resume or application for consideration by the Board.

John Jabro

VERNIS & BOWLING

OF THE FLORIDA KEYS, P.A.

Attorneys At Law

The Islamorada Professional Center
81990 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Telephone (305) 664-4675

Telecopier (305) 664-5414

September 12, 2003

Mr. Robert E. Sheets
Via Email: rsheets@govserv.com

RE: Key Largo Wastewater Management Board

Dear Mr. Sheets:

I am submitting the following as a proposal to serve as the Key Largo Wastewater Board's attorney for a one year period. I thank you for the opportunity to work for the Wastewater Board and appreciate your inquiry.

I. BACKGROUND

I and the members of my firm have extensive local government law experience with particular emphasis here in Monroe County. Representative clients include Florida Keys Mosquito Control District, the District School Board of Monroe County, the City of Layton, the Department of Transportation, and the Florida Highway Patrol. Primarily, with regard to the State of Florida entities, representation has been for purposes of litigation. I and the members of my firm have tried both jury and non-jury trials to each and every Judge in this County from Small Claims to Circuit Court as well as representing government clients before Federal Courts in the Southern District of Florida. Members of my firm also have experience throughout all Florida Appellate Courts and I personally have argued before the Supreme Court of the State of Florida.

In my capacity as District School Board Attorney, Mosquito Control Board Attorney and City Attorney for Layton, I have extensive experience with public contracting, bidding/procurement issues as well as an extensive amount of experience in open government and public record laws. I am confident that I and the members of my firm can provide cost effective local service for the Key Largo Wastewater Management Board.

II. SCOPE OF SERVICES

I understand that you would like a local counsel to attend all Board meetings, and speak with Board members and executive staff on an 'as needed' basis.

Because of the uncertainty of your needs and the desire to economize, I have included as much of the legal services needed as possible into a retainer. The items mentioned above including special meetings, budget meetings and regular meetings, can be accomplished for a monthly retainer of \$400.00.

Contract review, litigation (if necessary), or other administrative or adversarial proceedings would be billed at our government rate of \$95.00 per hour. This is based upon my estimate that your work load would be equivalent to that of the Florida Keys Mosquito Control District. This is my arrangement with them and also with the City of Layton. Both entities get their monies worth on the retainer portion because in meetings alone, our time far exceeds what we would normally bill for such meetings. As for the hourly projects, we would agree to provide a legal budget for each as the need arises to give better control and accountability to your Board.

I have previously forwarded you a resume and I would suggest that you speak with any member of the School Board, any member of the Florida Keys Mosquito Control District, or any members of the administration of these entities as well as anyone at the City of Layton or Layton City Council to discuss the quality of my work.

I sincerely hope that we can work together.

Respectfully submitted,

Dirk M. Smits
DMS:jd



DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.
ATTORNEYS AT LAW
81990 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036
TELEPHONE: (305) 664-4675
FACSIMILE: (305) 664-5414

EDUCATION

University of Miami School of Law, Coral Gables, FL
Juris Doctor graduated Cum Laude

Honors: Dean's List 2 of 6 semesters, Dean's Honor Scholarship

A.B. Freeman School of Business, Tulane University, New Orleans, LA
Bachelor of Science in Management with concentration in accounting.

Honors: Dean's List 3 of 6 semesters, Beta Alpha Psi Honor Society

Organizations: Upper Keys Bar Association; Academy of Defense Trial Attorneys
Chairman, Bar Grievance Committee 16A

Supreme Court Certified Circuit and County Court Mediator

EXPERIENCE

Firm Manager, VERNIS & BOWLING OF THE FLORIDA KEYS, P.A., Islamorada, FL
Responsible for full-time handling of all aspects of arbitration, trial, general commercial representation and appellate practice in Monroe County, Florida. Attorney for the Florida Keys Mosquito Control District, Monroe County School Board (for litigation as well as interim Board Attorney) and Florida Keys Children's Shelter, City of Layton and the State of Florida entities in the Florida Keys. Litigation and trial experience in State and Federal Courts in Monroe County, 3rd and 4th DCA, and the Florida Supreme Court. Areas of practice include general commercial litigation and arbitration, emphasis in government, personal injury, defense work and employment law including sexual harassment, Americans with Disabilities Act (ADA), Age Discrimination Employment Act (ADEA), whistle blower actions and Title VII defense practice. Other employment practice areas include Employee Retirement Income Security Act litigation (ERISA). June 1997 - Present. Recently published cases *Florida Dept. Of Transportation v. Juliano* WL 310 15510 (3rd DCA 2002) SC = 801 So.2d 101 (Fla. 2001)

DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.

EXPERIENCE (continued)

**Senior Associate Attorney/Independent Contractor,
LAW OFFICES OF ARTHUR C. KOSKI, Boca Raton, FL**

Ran own independent personal injury plaintiff and defense trial practice in conjunction with being responsible for handling all aspects of arbitration, trial and appellate practice for the Law Offices of Arthur C. Koski. Trial experience in State and Federal court cases, jury and non-jury. Areas of practice include general commercial representation, litigation and arbitration, plaintiff and defendant personal injury, Federal ADEA and sexual harassment defense, and general employment law, general representation of the Greater Boca Raton Beach Tax District as well as domestic relations.

April 1995 - June 1997.

**Senior Associate/Attorney,
ZACK, PONCE & TUCKER, P.A., Miami, FL**

Responsible for all aspects of complex litigation, from inception to conclusion. Argued motions. Handled all phases of discovery including depositions of fact and various witnesses in the medical, bio-mechanical, economic and vocational rehabilitationist fields. Participated in settlement negotiations, mediations and trial preparation. Fully briefed and argued appeals in *N.P.B.A., et. al. v. Calabro*, Case No. 94-1598, and *City of Miami Beach, et. al. v. Garcia*, Case No. 94-879 and 94-549. Areas of concentration include plaintiff and defendant personal injury, automobile, products liability, medical malpractice and other professional malpractice, commercial work for Fortune 500 companies as well as other commercial clients.

June 1993 - April 1995.

**Associate/ Attorney,
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, Miami, FL**

Participated in trial of *Wenger v. Arai Helmet*. Argued motions. Prepared all aspects of cases for trial. Took and defended depositions of witnesses. Settled cases. Drafted trial and appellate briefs. Drafted motions, pleadings, discovery, client reports and correspondence. Researched Federal and State laws. Areas of practice include general insurance defense litigation, commercial litigation and insurance coverage analysis.

August 1991 - June 1993.

References available upon request.

Law Offices
Hershoff & Lupino, L.L.P.

90130 OLD HIGHWAY

TAVERNIER, FLORIDA 33070

(305) 852-8440 • (305) 852-8848 FAX

ATTORNEYS AT LAW

JAY A. HERSHOFF

JAMES S. LUPINO

KURT A. VON GONTEN

VICTORIA R. BRENNAN

JESSICA ROTHENBERG

ROBERT C. STOBER

RUSSELL A. YAGEL

LAND USE COORDINATOR

PETER D. BACHELER

September 18, 2003

Ms. Faith Doyle
614 N. Wymore Road
Winter Park, FL 32789

Dear Ms. Doyle:

As we discussed, I will not be available for the October 1, 2003 meeting, but here is my resume.

If you have any questions, please feel free to call.

Sincerely,



JAMES S. LUPINO, ESQUIRE

JSL.dkc

dictated but not read to expedite delivery

Enclosure

HALUPINO\Doyle 091803.wpd

JAMES S. LUPINO, ESQ.

Hershoff & Lupino, LLP
90130 Old Highway
Tavernier, FL 33070
(305) 852-8440

LEGAL EXPERIENCE

<i>Hershoff & Lupino, LLP</i>	<i>2003 - present</i>
<i>Hershoff, Lupino & Mulick, LLP</i> <i>Tavernier, Florida</i>	<i>1999 - 2003</i>
<i>Hershoff & Lupino, LLP</i>	<i>1998 - 1999</i>
<i>Hershoff, Lupino & DeFoor, LLP</i>	<i>1996 - 1998</i>
<i>Hershoff, Lupino, DeFoor & Gregg</i> <i>a Partnership including Professional Associations</i> <i>Tavernier, Florida</i>	<i>1995-1996</i>
<i>Storace, Lupino, Gregg & Casey</i> <i>a Partnership including Professional Associations</i> <i>Key Largo & Miami, Florida</i>	<i>1993-1995</i>
<i>Storace & Lupino</i> <i>a Partnership including Professional Associations</i> <i>Miami, Florida</i>	<i>1980- 1993</i>
<i>Lonestar Industries, Inc.</i> <i>Miami, Florida & Greenwich, Connecticut</i> <i>In-house counsel</i>	<i>1978 - 1979</i>
<i>Thompson, Nordby & Peterson</i> <i>St. Paul, Minnesota</i> <i>Law Clerk & Lawyer</i>	<i>1975 - 1977</i>

ADMITTED

1977, Minnesota, U.S. District Court, District of Minnesota and Florida
1982, U.S. District Court, Southern District of Florida

AREAS OF EXPERTISE

Commercial litigation, real estate, corporate and business law, contracts, civil litigation, probate, negotiations, acquisitions and liquidations.

NON-LEGAL EXPERIENCE

Lonestar Industries, Inc. - Research & Real Estate Division *1974*
Ft. Lauderdale, Florida

EDUCATION

Augustana College, Sioux Falls, SD
Hamline University of Law, St. Paul, MN

(B.S. - 1974)
(J.D. -1977)

MEMBERSHIPS/BOARDS

- *Florida Bar Association* 1977 - present
- *Minnesota Bar Association* 1977 - present
- *Colorado Bar Association* 1997 - present
- *Florida Bar Board of Governors* 1999 - present
- *Key Largo Chamber of Commerce, Board of Directors* 1998 - present
- *Community Bank of Florida, Regional Board of Directors* 1999 - present
- *Attorney's Title Insurance Co.* 1991 - present
- *Island Dolphin Care, Inc., Board of Directors* 1997- present
- *Keys Academy of Marine Science, Inc., Board of Directors* 1999 - present
- *Certified Circuit Court and County Court Mediator* 1995 - present
- *Leadership Monroe County, Board of Directors* 1997 - 2000
- *Florida Bar 16A Grievance Committee* 1995 - 1998

OTHER AFFILIATIONS

- *Sigma Nu Phi Legal Fraternity*
- *American Trial Lawyers Association*
- *American Bar Association*
- *Rotary*

Rated 'AV' by Martindale-Hubbell

THOMAS M. DILLON
94220 Overseas Highway, Unit 2B
TAVERNIER, FLORIDA 33070-3005

852-1996 (HOME/OFFICE); E-MAIL: LARGOSUNSET@HOTMAIL.COM

OBJECTIVE

TO HELP FIND AND IMPLEMENT CREATIVE SOLUTIONS TO COMPLEX PROBLEMS

SUMMARY OF QUALIFICATIONS

HIGHLY MOTIVATED, RESULTS-ORIENTED LEGAL PROFESSIONAL WITH HANDS-ON EXPERIENCE IN GOVERNMENT PROCUREMENT, ESTABLISHMENT OF BUSINESS ORGANIZATIONS, CONSTRUCTION, REGULATORY, AND ENVIRONMENTAL ISSUES. ANALYTICAL, SKILLED IN NEGOTIATION, EXPERIENCED IN FORMULATION AND IMPLEMENTATION OF PROCUREMENT AND LITIGATION STRATEGY. DEMONSTRATED TRACK RECORD IN LARGE SCALE PROCUREMENTS IN REMOTE LOCATIONS, INCLUDING ALASKA AND RUSSIA. EXTENSIVE EXPERIENCE IN BUSINESS ORGANIZATIONS, CONSTRUCTION, ADMINISTRATIVE LAW. EXCELLENT INTERPERSONAL SKILLS AND COMMUNICATIONS SKILLS WITH INDIVIDUALS AT ALL LEVELS. EXPERIENCED IN COMPLEX LITIGATION OF CONSTRUCTION CLAIMS, PROCUREMENT DISPUTES, AND EMINENT DOMAIN PROCEEDINGS.

AREAS OF LEGAL EXPERIENCE

CIVIL LITIGATION	GOVERNMENT PROCUREMENT	ADMINISTRATIVE LAW	BUSINESS ORGANIZATIONS
	REGULATORY COMPLIANCE AND LICENSING	CONSTITUTIONAL LAW	REAL PROPERTY

SELECTED ACCOMPLISHMENTS

- AS ASSISTANT ATTORNEY GENERAL FOR THE STATE OF ALASKA, PROVIDED LEGAL ADVICE IN CONNECTION WITH STATE PROCUREMENT, INCLUDING FORMULATION OF SOLICITATION, DEVELOPMENT AND NEGOTIATION OF CONTRACT TERMS, AND NEGOTIATION AND LITIGATION OF CONTRACT DISPUTES.
- AS OUTSIDE COUNSEL TO EXXON COMPANY, U.S.A., A DIVISION OF EXXON CORPORATION, PROVIDED LEGAL SERVICES INCLUDING NEGOTIATION AND DRAFTING OF NUMEROUS CONTRACTS FOR THE PROCUREMENT OF GOODS AND SERVICES UTILIZED IN THE EXXON VALDEZ OIL SPILL RESPONSE. DEVELOPED PROCEDURES FOR USE IN THE REMOTE LOCATION OF VALDEZ, ALASKA, INTENDED TO EMULATE CONTRACT REVIEW AND APPROVAL PROCESSES USED IN NORMAL EXXON PROCUREMENT ACTIVITIES. MANAGED OUTSIDE COUNSEL LITIGATING MORE THAN 70 CASES IN ANCHORAGE, PORTLAND, AND SAN FRANCISCO, ARISING OUT OF THE EXXON VALDEZ OIL SPILL OPERATIONS, INCLUDING CONTRACT DISPUTES, VESSEL CHARTER DISPUTES, AND PERSONAL INJURIES. DEVELOPED CLAIMS SETTLEMENT PROCEDURES RESULTING IN EXPEDITED RESOLUTION OF MORE THAN 90% OF DAMAGE CLAIMS ARISING OUT OF THE SPILL RESPONSE AND CLEANUP OPERATIONS.
- AS COUNSEL TO MACTEL, INC., PROVIDED LEGAL SERVICES IN CONNECTION WITH ACQUISITION OF A CELLULAR TELEPHONE SYSTEM COVERING NORTHERN ALASKA, INCLUDING ASSISTANCE IN DUE DILIGENCE RECORD REVIEW, NEGOTIATION OF ACQUISITION TERMS, AND DRAFTING OF ACQUISITION DOCUMENTS.
- AS COUNSEL TO ALASKA CLEAN SEAS, EXXON COMPANY, U.S.A., A DIVISION OF EXXON CORPORATION, AND BRITISH PETROLEUM, HANDLED RESOLUTION OF NUMEROUS CITATIONS BY THE ALASKA DEPARTMENT OF LABOR, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH.
- PROVIDED LEGAL SERVICES IN CONNECTION WITH THE ORGANIZATION AND LATER REORGANIZATION OF ALASKA CLEAN SEAS, COOK INLET SPILL PREVENTION AND RESPONSE, INC. SOUTHEAST ALASKA PETROLEUM RESOURCE ORGANIZATION, INC., AND ALASKA CHADUX CORPORATION, ALL NON-PROFIT OIL SPILL RESPONSE COOPERATIVES. PROVIDED ASSISTANCE WITH TAX ISSUES, PROCUREMENT ISSUES, AND COMMERCIAL TRANSACTIONS.
- AS COUNSEL TO HARTEC MANAGEMENT CONSULTANTS, INC., RECRUITED A TEAM OF INTERNATIONAL LAWYERS TO ASSIST IN NEGOTIATION OF CONTRACTS AND FORMULATION OF FOREIGN AND DOMESTIC TAX STRATEGIES IN CONNECTION WITH RESPONSE TO THE KOMI OIL SPILL, KOMI REPUBLIC, RUSSIAN FEDERATION. WORKED WITH LOCAL COUNSEL TO ESTABLISH CORPORATIONS IN THE REPUBLIC OF CYPRUS.
- AS COUNSEL TO MACTEL, INC., AND HARTEC MANAGEMENT CONSULTANTS, INC., NEGOTIATED AND DRAFTED MAJOR LONG-TERM COLLECTIVE BARGAINING AGREEMENTS.

- SERVED AS NEGOTIATOR REPRESENTING THE TIMBER INDUSTRY IN SUCCESSFUL EFFORT TO DRAFT AND PASS LEGISLATION GOVERNING TIMBER HARVESTING IN ALASKA, INCLUDING THE ALASKA FOREST PRACTICES ACT AND REGULATIONS.

PROFESSIONAL EXPERIENCE

ASSISTANT ATTORNEY GENERAL, STATE OF ALASKA, TRANSPORTATION – ANCHORAGE, ALASKA, 1998 – 2003

PROVIDING LEGAL SERVICES TO DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, ALASKA COURT SYSTEM, AND DIVISION OF EMERGENCY SERVICES, PRIMARILY IN THE FIELDS OF PROCUREMENT AND CONSTRUCTION LITIGATION, EMINENT DOMAIN, REGULATORY LAW, AND REAL PROPERTY LAW.

- *SEE ACCOMPANYING STATE OF ALASKA PERFORMANCE EVALUATION REPORTS.*

THOMAS M. DILLON, P.C. – ANCHORAGE, ALASKA, 1989 – 1998

PRIVATE PRACTICE EMPHASIZING COMMERCIAL LAW, OIL SPILL RESPONSE, AND NATURAL RESOURCE DEVELOPMENT. CIVIL LITIGATION AND ARBITRATION. NEGOTIATION AND DRAFTING OF SERVICE AND LABOR CONTRACTS. RESPONSIBLE FOR NEGOTIATING AND DRAFTING CONTRACTS FOR RESPONSE EFFORTS FOLLOWING THE *EXXON VALDEZ* OIL SPILL, AND SUPERVISING LITIGATION ARISING OUT OF SPILL RESPONSE OPERATIONS. COUNSEL TO CLIENTS INCLUDING ALASKA CLEAN SEAS, ATU LONG DISTANCE, INC., BRITISH PETROLEUM, COOK INLET SPILL PREVENTION AND RESPONSE, INC., EXXON COMPANY U.S.A., MACTEL, INC., AND OTHERS.

- *PROVIDED ADVICE ON GENERAL COMMERCIAL ISSUES, LABOR LAW, AND CONTRACTING.*
- *ESTABLISHED PRIORITIES REGARDING SAFETY, RISK MANAGEMENT, ACCOUNTING AND BUSINESS PRACTICES IMPLEMENTED IN EXXON CONTRACTS TO MINIMIZE EXPOSURE TO LITIGATION IN CONNECTION WITH THE EXXON VALDEZ SPILL.*
- *SECURED WAIVERS OF DOCUMENTATION REQUIREMENTS TO ALLOW FOREIGN VESSELS TO WORK ON THE EXXON VALDEZ CLEANUP IN ORDER TO AUGMENT THE INADEQUATE SUPPLY OF AVAILABLE VESSELS OF THE UNITED STATES.*
- *WORKED WITH EXXON STAFF AND STATE OFFICIALS TO ENSURE THAT LOCAL CONTRACTORS COMPLIED WITH STATE UNEMPLOYMENT AND WORKERS' COMPENSATION LAWS.*

COPELAND, LANDYE, BENNETT & WOLF – ANCHORAGE, ALASKA, 1988 – 1989

LEGAL REPRESENTATION OF THE TIMBER INDUSTRY IN A NEGOTIATED STATUTORY DRAFTING PROCESS INCLUDING STATE RESOURCE AGENCIES, FISHING INTERESTS, ENVIRONMENTAL GROUPS, AND TIMBER OWNERS. PARTICIPATED ACTIVELY IN DRAFTING OF THE FOREST PRACTICES ACT, UTILIZING EXPERIENCE GAINED IN PLANNING AND ZONING, COASTAL ZONE MANAGEMENT, AND ENVIRONMENTAL LAW.

- *ORIGINATED THE APPLICATION OF THE "DUE DEFERENCE" CONCEPT TO GOVERN CONFLICTS BETWEEN THE VARIOUS STATE RESOURCE AGENCIES WITH RESPECT TO FOREST PRACTICES.*

EXXON COMPANY, U.S.A. – ALASKA AND CALIFORNIA, 1979 - 1987

STAFF ATTORNEY IN ALASKA AND SOUTHERN CALIFORNIA. INVOLVED IN MARINE CONSTRUCTION, CONTRACT NEGOTIATION, RISK MANAGEMENT, TAXATION, AND LAND USE ISSUES RELATIVE TO OIL AND GAS DEVELOPMENT. PROVIDED ADVICE REGARDING REGULATORY COMPLIANCE AND LABOR LAWS, COMPLIANCE WITH STATE LAWS, AND NEGOTIATION, DRAFTING, AND DISPUTE RESOLUTION IN SUPPORT CONTRACTS FOR EXPLORATORY DRILLING.

- *SUCCESSFULLY MANAGED AIR QUALITY PERMITTING EFFORTS TO ALLOW CONSTRUCTION OF EXXON'S LOS FLORES CANYON FACILITY IN SANTA BARBARA COUNTY, CALIFORNIA. THIS WORK INCLUDED AN ADMINISTRATIVE HEARING SPANNING SIX WEEKS.*
- *CHAIRMAN OF ALASKA OIL AND GAS ASSOCIATION LEGAL COMMITTEE.*
- *LED ALASKA OIL AND GAS ASSOCIATION EFFORTS IN NEGOTIATION AND DRAFTING OF OIL AND GAS UNITIZATION REGULATIONS.*
- *REPRESENTED EXXON IN WESTERN OIL AND GAS ASSOCIATION EFFORTS WITH REGARD TO NEGOTIATED RULEMAKING FOR AIR QUALITY REGULATIONS FOR THE OUTER CONTINENTAL SHELF OFFSHORE SOUTHERN CALIFORNIA.*

STATE BAR ADMISSIONS – Florida (2003), ALASKA (1982), CALIFORNIA (1978, INACTIVE), WASHINGTON (1987, INACTIVE)

EDUCATION

JD UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF THE LAW, SAN FRANCISCO, CALIFORNIA (DEC. 1977)

MS UNIVERSITY OF CALGARY, ALBERTA, CANADA (1973)

BA KENT STATE UNIVERSITY, KENT, OHIO (1971)

OTHER

MEMBER, NASD BOARD OF ARBITRATORS.

LONG-TIME USER OF COMPUTERIZED OFFICE EQUIPMENT. PROFICIENT IN COMPUTERIZED LEGAL RESEARCH, WORD PROCESSING, ACCOUNTING, AND TIMEKEEPING AND BILLING.

FOUNDER AND EXECUTIVE DIRECTOR OF ALASKA MOTORCYCLISTS FOR RESPONSIBLE RIDING, AN ALASKA NON-PROFIT CORPORATION PROVIDING MOTORCYCLE SAFETY TRAINING.

KLWTD Board Meeting October 15, 2003

Item H -1

**Approval of Resolution 2003-20 to
Provide Copies of KLWTD Documents
to the Key Largo Public Library**

RESOLUTION 2003-20

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT, TO PROVIDE COPIES OF THE KLWTD AGENDAS, MINUTES AND RESOLUTIONS FOR PUBLIC INSPECTION AT THE KEY LARGO PUBLIC LIBRARY.

WHEREAS, the Board of Commissioners of the Key Largo Wastewater Treatment District desire to provide copies of the KLWTD's approved agendas, minutes and resolution for public inspection;

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

1. The Board hereby designates the Clerk to the Board as deliverer of said documents to the Librarian of the Key Largo Public Library.
2. The Board hereby directs the Clerk to the Board to deliver individual binder books labeled and containing the agendas, minutes and resolutions approved by the Board of Commissioners to date; and from this point forward, to update and append the agenda, minute and resolution books with copies of documents that are approved by the Board of Commissioners.
3. The Board hereby directs the Clerk to the Board to deliver by the most cost effective and expedient manner a duplicate copy of the agenda package that was received by the Board of Commissioners of the Key Largo Wastewater Treatment District.

PASSED AND ADOPTED this 15 th day of October, 2003.

KEY LARGO WASTEWATER TREATMENT DISTRICT GOVERNING BOARD

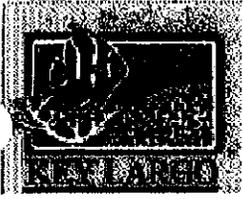
Andrew Tobin, Chair, Key Largo Wastewater Treatment District

Cris Beaty, Secretary, Key Largo Wastewater Treatment District

KLWTD Board Meeting October 15, 2003

Item H - 2

**Approval of October 8, 2003
Pending Payments List**



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Faith Doyle, Clerk to the Board
Charles Sweat, Director of Operations

FROM: David R. Miles, Chief Financial Officer

DATE: October 8, 2003

RE: Pending Payments Key Largo Wastewater Treatment District

Dear Commissioners:

This agenda item is designed to provide an update on the financial status of the Key Largo Wastewater Treatment District. As of October 8, 2003, the District had \$28,869.82 in its bank account, this is prior to deducting the September payroll due October 10th. We have \$40,020.90 in invoices and payroll amounts in-hand for payment by October 31, 2003. Exhibit A is the list of currently outstanding invoices pending payment. Two small amounts, the September telephone bill to Bell South of \$41.59 and a travel payment to Jerry Wilkinson of \$39.44 have been paid.

We submitted payment request number 4 for the Monroe County Grant on September 15, 2003 to the County for payment. We are expecting the payment to be made by the end of next week for the remaining \$34,806.42 in the grant. Combined with our on-hand balance of \$28,869.82, sufficient funds should be available through the end of October to pay all bills when due.

An invoice was forwarded to the South Florida Water Management District (SFWMD) on October 2, 2003 for the full \$100,000.00 amount of their grant.

Board approval of the accounts payable list and ratification of the two small payments is requested as shown at Exhibit A.

Board of Directors: Chairman Andrew Tobin, Gary Bauman, Cris Beaty, Charles Brooks, Jerry Wilkinson

**Key Largo Wastewater Treatment District
 Payments Pending, October 15, 2003
 Prepared October 8, 2003**

Date of Invoice	Vendor	Invoice #	Description	Invoice Amount	Date Due	Date Paid
09/10/03	Bell South	X005189	Telephone 9/10 to 10/2003	41.59	10/10/03	9/22/03
09/28/03	Cooke Communications	275288	Legal Advertisements Sept 2003	423.60	10/24/03	
10/01/03	FL Dept. of Community Affairs	11320	Special District Fee for FY 2003-2004	175.00	12/08/03	
08/15/03	Florida Municipal Insurance Tr.	FMIT #1045	1st Qtr Insurance Premium	1,875.00	10/01/03	
10/08/03	Government Services Group	03021-7226	Copier & Postage Charges September 0	228.88	10/31/03	
10/08/03	Government Services Group	03021-7225	October 2003- Management Fee	10,800.00	10/31/03	
09/23/03	Government Services Group	03021-7175	Key Largo Park Const. Super. (1 of 24)	2,081.25	10/31/03	
09/23/03	Government Services Group	03021-7176	Key Largo TV Const. Super. (1 of 24)	4,168.75	10/31/03	
09/12/03	Jerry Wilkinson	Trvl 9-8-03	Travel Expenses on 09-08-03	39.44	Upon Receipt	9/26/03
09/09/03	Lewis, Longman & Walker, PA	30957	Legal Expenses through Aug. 31, 2003	6,500.89	Upon Receipt	
09/29/03	Weiler Engineering Corporation	33693	Park Design & Meetings	3,162.50	Upon Receipt	
09/29/03	Weiler Engineering Corporation	33694	Village Design & Meetings	7,294.50	Upon Receipt	
09/30/03	Andrew Tobin, Chairman	Payroll	September 2003	600.00	10/10/03	
09/30/03	Gary Bauman	Payroll	September 2003	600.00	10/10/03	
09/30/03	Cris Beaty	Payroll	September 2003	600.00	10/10/03	
09/30/03	Charles Brooks	Payroll	September 2003	600.00	10/10/03	
09/30/03	Jerry Wilkinson	Payroll	September 2003	600.00	10/10/03	
09/30/03	Internal Revenue Service	FICA & Medicare	Employer Share, Payroll Taxes	229.50	10/10/03	
Total				\$ 40,020.90		

Approved for Payment:

 Andrew Tobin, KLWTD Chair

 Cris Beaty, KLWTD Secretary

 Date

KLWTD Board Meeting October 15, 2003

Item 1 - 2

**Discussion for possible action of the
Proposed GSG and WEC Scope of
Service Change.**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: PROPOSED GSG and WEC SCOPE OF SERVICE CHANGE
DATE: OCTOBER 8, 2003

In an effort to provide a "local" on-site Representative/Inspector, under supervision of the Key Largo Wastewater Treatment District ("KLWTD") Management, it is necessary to reallocate funds from the "detailed observation" services in the Weiler Engineering Corporation ("WEC") scope of services to the Government Services Group ("GSG") scope of services for on-site inspections. These changes are contingent upon the KLWTD Board approving the Haskell Company "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for the Key Largo Park ("KLP"). The total of \$75,000 removed from the WEC scopes consists of \$19,000 in inspection services pertaining to engineer of record responsibilities and \$56,000 in general inspection services and will be broken down as a \$47,250 and a \$27,750 reduction in the Key Largo Trailer Village ("KLTV") and KLP scopes, respectively. Furthermore, the shift in services will require an amendment to three work authorizations as explained below.

1. An amendment is required to the WEC scope of services as outlined in Work Authorization WEC 03-01 for KLTV and approved by the KLWTD Board at the August 27, 2003 meeting. This amendment will reduce WEC's "Detailed Observation" amount by \$47,250 (approximately 556 hours at \$85/hr). The removed 556 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.
2. An amendment is required to the WEC scope of services as outlined in Work Authorization WEC 03-02 for KLP and approved by the KLWTD Board at the August 27, 2003 meeting. This amendment reduces WEC's "Detailed Observation" amount by \$27,750 (approximately 326 hours at \$85/hr). The removed 326 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

Note: The 556 hours removed from the WEC 03-01 scope and the 326 hours removed from the WEC 03-02 scope, added together, equal a total reduction of 882 hours (\$75,000) from WEC.

3. An amendment is required to the GSG scope of services as outlined in the Fixed-Fee Work Authorization, GSG 03-01 (KLP and KLTV), and approved by the KLWTD Board at the July 30, 2003 meeting. Increased in the amended GSG scope are the amount of comprehensive construction inspection and observation hours to be allocated to the KLP and the KLTV. The only changes, as indicated in this amendment, will be an overall increase of 882 hours for the Local On-Site Representative (Project Manager) and a reduction from \$90 to \$75 in the hourly rate charged for this service. The 69 inspection hours, currently included in the fixed fee amount for the KLP, will be increased by 294 hours and the 139 inspection hours, currently included in the fixed fee amount for the KLTV, will be increased by 588 hours. The total amount observation and inspection hours to support construction inspection services will increase from 208 to 1,090 at \$75/hr.

The amendment will increase the approved fee of \$150,000 by \$63,030, resulting in a total combined project fee of \$213,030. The amendments will result in a net savings to the KLWTD of \$11,970.

These changes will provide the KLWTD management with the services of a local on-site Representative (Project Manager) able to conduct necessary construction inspections and better respond to time-critical issues. Furthermore, this will allow KLWTD Management to take a more pro-active role, through daily on-site involvement, in assuring the successful completion of the aforementioned wastewater projects.

KLWTD Board Meeting October 15, 2003

Item I – 2a

**Discussion for possible action of the
KLWTD Work Authorization
WEC 03-01 (Amendment 1)
for the KLTV Project**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: AMENDMENT TO WEC SCOPE OF SERVICES FOR THE KLTV
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION WEC 03-01 (Amendment 1)

Attached for your review and consideration is an amendment to the Weiler Engineering Corporation (WEC) scope of services as outlined in Work Authorization WEC 03-01 for Key Largo Trailer Village (KLTV) and approved by the Key Largo Wastewater Treatment District Board at the August 27, 2003 meeting.

Amendment 1 will reduce WEC's "Detailed Observation" amount by \$47,250 (approximately 556 hours at \$85/hr). The removed 556 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

This amendment is contingent upon the KLWTD Board approving the Haskell "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for the Key Largo Park. Please also reference the associated Amendment 1 to GSG's Work Authorization GSG 03-01. Management recommends approval of this amended work authorization.

WEC Current and Amended Fee Breakdown (KLTV)

	Current Amount	Amended Amount
Design Phase	\$22,030	\$22,030
Construction Administration	\$57,355	\$57,355
Detailed Observation	\$137,230	\$89,980
Total	\$216,615	\$169,365

If you have any questions or require additional information, please do not hesitate to contact me.

Key Largo Trailer Village WEC 03-01

October 8, 2003

Weiler Engineering's Scope of Services – Key Largo Trailer Village

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a wastewater treatment plant and collection system for the Key Largo Trailer Village (KLTV), located approximately at mile marker 102 in Key Largo. The system is designed to serve 445 current and 5 future residential EDUs and 61 developed and 56 future commercial EDUs, yielding a total service of 567. Boyle Engineering, under contract with the Florida Keys Aqueduct Authority, previously completed the preliminary design for this project.

The KLWTD requires design review services for the new wastewater treatment plant, vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

- Review Engineering Design Reports, shop drawings, pay requests, change orders, and operations & maintenance submittals and preliminary, as well as final construction plans.
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- Respond to Requests for Clarification by the Contractor, as well as serve as the District's liaison to the Design/Build (DB) Consultant, The Haskell Company, for other construction issues.
- Participate in start-up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG), staff and the design engineer for the DB Consultant to provide construction observation services that 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, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with KLWTD, GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" for the construction contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for construction at the KLV;
4. Make recommendations to KLWTD regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts, if applicable; and
5. Update the schedule for the project and provide a summary status report to the District.

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.
5. Provide comments, requests for additional information and recommendations to the DB Consultant for final inclusion in the PDR.

B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
1. Review final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.

3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.
 4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.
- B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

1. General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. All of KLWTD's instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
2. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. Visits to Site and Observation of Construction. Make visits to the Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
4. Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC 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.
5. Clarifications and Interpretations-Field Orders. Review clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and make recommendations to KLWTD.

6. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate.
7. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor and DB CONSULTANT is required to submit.
8. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
9. Inspections and Tests. Assure that the DB Consultant has required such special inspections or tests of Contractor'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.
10. Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
11. Applications for Payment. Review Contractor's Applications for Payment and all accompanying support documentation.
12. Contractor's Completion Documents.
 - a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.
 - b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.
 - c. WEC shall transmit these documents to KLWTD.
14. Substantial Completion. Promptly after notice from Contractor that the entire work is ready for its intended use, in company with DB Consultant and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, WEC considers the Work Substantially Complete, WEC shall review a certificate of Substantial Completion delivered by the DB Consultant to KLWTD.

15. Final Notice of Acceptability. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided by the Contractor and the project being completed concurrently with the Key Largo Park project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLTV Project or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

**Key Largo Trailer Village
WEC 03-01**

EXHIBIT B

Amended Scope of Services, dated October 1, 2003
KLTV

The KLWTD shall pay WEC for Basic Services, including Post-Construction Phase services, if any, as follows:

A Lump Sum amount of \$169,365 based on the following assumed distribution of compensation:

Design Phase	\$ 22,030
Construction Administration	\$ 57,355
Detailed Observation	\$ <u>89,980</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on Contract Times to complete a portion of the Work running concurrently within the time frame allocated for the Key Largo Park project and outlined in the schedule included with the construction contract between KLWTD and the Haskell Company. It is understood that the construction contract with the Haskell Company for this Project specifies approximately 13 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC shall not be adjusted unless KLWTD

recovers compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

5. If more prime contracts are awarded for Work for this Project other than identified herein, WEC shall be compensated accordingly.

WORK AUTHORIZATION WEC 03-01 (Amendment 1)

a
(Construction or Contract for Consulting/Professional Services) Agreement
Between the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

(The Weiler Engineering Corporation)

SCOPE OF SERVICE: Engineering Services for the Key Largo Trailer Village

**PROJECT COST: \$169,365 – Amended
(\$47,250 decrease)**

PROJECT SCHEDULE: From project commencement to project Completion

Administrative Fee to Government Services Group, Inc. (3% if applicable): **N/A**

NOTICE/PROJECT MANAGER OF CONSULTANT:

Jeff Weiler, President
The Weiler Engineering Corporation
20020 Veterans BLVD, Suite 7-9
Port Charlotte, FL 33954

Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037

Certification that Sufficient Funds are Available:

David R. Miles
Chief Financial Officer

Charles L. Sweat
Director of Operations

Dated this ____ day of _____, 2003.

KLWTD Board Meeting October 15, 2003

Item I – 2b

**Discussion for possible action of the
KLWTD Work Authorization
WEC 03-02 (Amendment 1)
for the KLP Project**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: AMENDMENT TO WEC SCOPE OF SERVICES FOR THE KLP
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION WEC 03-02 (Amendment 1)

Attached for your review and consideration is an amendment to the Weiler Engineering Corporation ("WEC") scope of services as outlined in Work Authorization WEC 03-02 for Key Largo Park ("KLP") and approved by the Key Largo Wastewater Treatment District Board at the August 27, 2003 meeting.

Amendment 1 reduces WEC's "Detailed Observation" amount by \$27,750 (approximately 326 hours at \$85/hr). The removed 326 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

This amendment is contingent upon the KLWTD Board approving the Haskell "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for KLP. Please also reference Amendment 1 to GSG's Work Authorization GSG 03-01. Management recommends approval of this amended work authorization.

WEC Current and Amended Fee Breakdown (KLP)

	Current Amount	Amended Amount
Design Phase	\$10,500	\$10,500
Construction Administration	\$62,070	\$62,070
Detailed Observation	\$55,440	\$27,690
Total	\$128,010	\$100,260

If you have any questions or require additional information, please do not hesitate to contact me.

Key Largo Park WEC 03-02

October 8, 2003

Weiler Engineering's Scope of Services – Key Largo Park

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a collection system for the Key Largo Park (KLP), located approximately at mile marker 102 in Key Largo. The wastewater treatment facility associated with this collection system will be constructed concurrently as a separate project with the Key Largo Trailer Village (KLTV). The KLP collection system is designed to serve a total of 283 residential EDUs to include 226 current and 57 future units. Boyle Engineering has completed the design and permitting for this project and the KLWTD has, at this time, negotiated a Contract with Douglas Higgins, Inc. to construct the system.

The KLWTD requires design review services for the vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

- Review of shop drawings, pay requests, change orders, and operations & maintenance submittals;
- Respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Contractor for other construction issues;
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- Participate in start up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG) staff and the design engineer for the design-Build (DB) team to provide construction observation services that include:

- Preparing daily, weekly, and monthly inspection reports;
- Maintaining construction record field data; and
- Preparing monthly, as well as, final progress reports to the KLWTD.

A breakdown of service cost is outlined in "Exhibit B". Upon KLWTD's authorization to proceed, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" with the Construction Contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV;
4. Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable; *and*
5. Update the schedule for the KLP project and provide a summary status report to the KLWTD.

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.
5. Provide comments, requests for additional information and recommendations to DB CONSULTANT for final inclusion in the PDR.

- B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.**

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
 1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
 1. Review Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.
 3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.

4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.
- B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

- 1 General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Contract for Consulting/Professional Services and the Construction Contract between the KLWTD and the Contractor. KLWTD's Instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
- 2 Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of work at the KLP.
- 3 Visits to Site and Observation of Construction. Make visits to the KLP Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work.
- 4 Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC 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.
- 5 Clarifications and Interpretations; Field Orders. As necessary, issue necessary clarifications and interpretations of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. WEC may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 6 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate, and prepare Change Orders and Work Change Directives as required.

- 7 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- 8 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 9 Inspections and Tests. Require such special inspections or tests of Contractor'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.
- 10 Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
- 11 Applications for Payment. Review contractor's applications for payment and all accompanying support documentation.
- 12 Contractor's Completion Documents.
 - a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.
 - b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.
 - c. WEC shall transmit the above-referenced documents to KLWTD.
- 16 Substantial Completion. Promptly after notice from Contractor that the entire Project is ready for its intended use, in company with KLWTD and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If, after considering any objections of KLWTD, WEC considers the work Substantially Complete, WEC shall deliver a certificate of Substantial Completion to KLWTD and Contractor.
- 17 Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided for by the contractor and the project being completed concurrently with the KLTV project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLP or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

**Key Largo Park
WEC 03-02**

EXHIBIT B

Scope of Services, dated October 1, 2003
KLP

The KLWTD shall pay WEC for Basic Services, including Post-Construction Phase services, if any, as follows:

A Lump Sum amount of **\$100,260** based on the following assumed distribution of compensation:

a.	Design Phase	<u>\$ 10,500</u>
b.	Construction Administration	<u>\$ 62,070</u>
c.	Detailed Observation	<u>\$ 27,690</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on contract times to complete the work running concurrently within the time frame allocated for the KLTV Project and outlined in the schedule included with the construction contract between the KLWTD and the Haskell Company. It is understood that the construction contract with Douglas Higgins, Inc. for the KLP Project specifies approximately 9 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure KLWTD a satisfactory project. Should the contract times to complete the work be extended beyond this period, the total compensation to WEC shall **not** be adjusted unless KLWTD is entitled to compensation such as Liquidated Damages, or the extension of time is a result of approved changes in the work.

6. If more prime contracts are awarded for work designed or specified by WEC for this Project other than identified herein, the WEC shall be compensated.

WORK AUTHORIZATION WEC 03-02 (Amendment 1)

a
(Construction or Contract for Consulting/Professional Services) Agreement Between
the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

(The Weiler Engineering Corporation)

SCOPE OF SERVICE: Engineering Services for the Key Largo Park

**PROJECT COST: \$100,260 – Amended
(\$27,750 decrease)**

PROJECT SCHEDULE: From project commencement to project completion

Administrative Fee to Government Services Group, Inc. (3% if applicable): **N/A**

NOTICE/PROJECT MANAGER OF CONSULTANT:

<hr/> Jeff Weiler, President The Weiler Engineering Corporation 20020 Veterans BLVD, Suite 7-9 Port Charlotte, FL 33954	<hr/> Andrew Tobin, Chair KLWTD Post Office Box 491 Key Largo, FL 33037
--	--

Certification that Sufficient Funds are Available:

<hr/> David R. Miles Chief Financial Officer	<hr/> Charles L. Sweat Director of Operations
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Dated this ____ day of _____, 2003.

KLWTD Board Meeting October 15, 2003

Item 1 – 2c

**Discussion for possible action of the
KLWTD Work Authorization
GSG 03-01 (Amendment 1)
for the KLTV & KLP Projects**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: PROPOSED GSG SCOPE OF SERVICE CHANGE
DATE: ~~OCTOBER 8, 2003~~

KLWTD WORK AUTHORIZATION GSG 03-01 (Amendment 1) CAPITAL PROJECT AND GRANTS ADMINISTRATION AND MANAGEMENT

Amendment 1 serves to modify the scope of services for Government Services Group ("GSG"), as outlined in GSG 03-01, which was approved by the Key Largo Wastewater Treatment District ("KLWTD") Board on July 30, 2003. Increased in the GSG scope, are the amount of comprehensive construction inspection and observation hours to be allocated to the Key Largo Park ("KLP") and Key Largo Trailer Village ("KLTV"). The amended increase will provide KLWTD Management with the services of a local On-Site Representative (Project Manager) able to conduct necessary construction inspections and better respond to time-critical issues. Furthermore, this will allow District Management to take a more pro-active role, through daily on-site involvement, in assuring the successful completion of the aforementioned wastewater projects.

Amendment 1 acts, in part, to redistribute 882 hours of inspection services from the Weiler Engineering Corporation ("WEC") KLP and KLTV scope of services to the GSG scope for on-site inspection services. Please see the two associated amended WEC scopes of service for a detail of the reduction.

The only changes, as indicated in this amendment, will be an overall increase of 882 hours for the Local On-Site Representative (Project Manager) and a reduction from \$90 to \$75 in the hourly rate charged for this service. The 69 inspection hours, currently included in the fixed fee amount for the KLP, will be increased by 294 hours and the 139 inspection hours, currently included in the fixed fee amount for the KLTV, will be increased by 588 hours. The total amount observation and inspection hours, to support construction inspection services, will increase from 208 to 1,090 at \$75/hr.

The amendment will increase the approved fee of \$150,000 by \$63,030, resulting in a total combined project fee of \$213,030. The amendments will result in a net savings to the KLWTD of \$11,970. Management recommends approval of this amended work authorization. The following tables detail the amended GSG fixed fees.

GSG Amended Monthly Fixed Fee

	Key Largo Park	Key Largo Trailer Village
Current Monthly Fixed Fee	\$2,081.25	\$4,168.75
Amended increase	\$874.54	\$1,751.71
Total monthly Fixed Fee (Previously \$6,250)	<u>\$2,955.79</u>	<u>\$5,920.46</u>
	<u>\$8,876.25</u>	

Please see the following page for the amended monthly fixed-fee schedule.

GSG Amended Monthly Fixed Fee Schedule

Month & Year	Key Largo Park	Key Largo Trailer Village	Total
September-03	\$ 2,955.79	\$ 5,920.46	\$ 8,876.25
October-03	2,955.79	5,920.46	8,876.25
November-03	2,955.79	5,920.46	8,876.25
December-03	2,955.79	5,920.46	8,876.25
January-04	2,955.79	5,920.46	8,876.25
February-04	2,955.79	5,920.46	8,876.25
March-04	2,955.79	5,920.46	8,876.25
April-04	2,955.79	5,920.46	8,876.25
May-04	2,955.79	5,920.46	8,876.25
June-04	2,955.79	5,920.46	8,876.25
July-04	2,955.79	5,920.46	8,876.25
August-04	2,955.79	5,920.46	8,876.25
September-04	2,955.79	5,920.46	8,876.25
October-04	2,955.79	5,920.46	8,876.25
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March-05	2,955.79	5,920.46	8,876.25
April-05	2,955.79	5,920.46	8,876.25
May-05	2,955.79	5,920.46	8,876.25
June-05	2,955.79	5,920.46	8,876.25
July-05	2,955.79	5,920.46	8,876.25
August-05	2,955.79	5,920.46	8,876.25
Totals	\$ 70,938.96	\$ 142,191.04	\$ 213,030.00



KLWTD WORK AUTHORIZATION GSG 03-01

SCOPE OF SERVICE CAPITAL PROJECT AND GRANTS ADMINISTRATION AND MANAGEMENT Fixed Fee

This Scope of Service will set forth the intentions and agreements between the Key Largo Wastewater Treatment District (the "District") and Government Services Group, Inc. ("GSG") acting as a District Manager ("Manager") in regard to the provisions by GSG of Capital Project and Grants Administration Management and other "Additional Services" contemplated in Article III of the Management Services Agreement entered between the parties in March 2003.

The Parties agree as follows:

GSG shall perform the Capital Project Administration Services described in this Memorandum for Key Largo Park ("KLP") and Key Largo Trailer Village ("KLTV") authorized by the District. Fees for services provided by the Manager on behalf of the District pursuant to this agreement shall be on a fixed fee basis consistent with the monthly amounts contained in this agreement. B. G. G.

Services Provided: As part of the project and construction administration fee, GSG shall perform the following tasks:

- Financial Management: As part of the grant administration and financial management functions to be performed by the Manager, GSG will perform the following financial administration and reporting tasks:
 - a. Review payment requests and change orders from contractors, engineers, and consultants as the "owner's" representative and approve correct invoices for payment that are within the delegated approval authority of the District Manager, or recommend approval/disapproval to the Board of Directors for those items in excess of the delegated approval authority.
(Task FM 1)
 - b. Disburse funds on behalf of the District in payment of correct invoices, after securing appropriate disbursement authorization from the Board of Directors or District Manager. All disbursements will be conducted in accordance with District policy. This includes preparation of all documentation to place approval authorizations on Board of Director's agendas. (Task FM 2)

- c. Prepare grant reimbursement requests and reports, to include assembling back-up documentation and obtaining necessary signatures of contractors, engineers, District Manager and operating officials, and District elected officials. Submit grant reimbursement documentation, respond to inquiries, prepare supplemental data and reports, and meet with grant representatives of Federal, State of Florida, Monroe County, South Florida Water Management District and other government entities as required. *(Task FM 3)*
 - d. Post grant receipts to accounting records and deposit receipts in District bank account(s). *(Task FM 4)*
 - e. Prepare monthly, quarterly, and annual programmatic and financial reports for grantor governments (including, but not limited to FEMA, FDEP, FDCA, SFWMD) and the Board of Directors, as stated in grant documents. *(Task FM 5)*
 - f. Prepare accounting records and reports for District external auditors, and to meet the federal and State of Florida single audit act requirements. Insure grant documentation is maintained consistent with statute and governing grant agreements. Meet with and provide documentation to auditors from grantor governments, as required. *(Task FM 6)*
 - g. Maintain cash liquidity of the Key Largo Wastewater Treatment District construction projects, and recommend interim financial funding sources to the Board of Directors for approval, to insure construction completion is not inhibited by funding shortfalls. *(Task FM 7)*
 - h. Prepare financial closeout of all grant funds and prepare final grant reports to all grantors and Board of Directors, enter fixed assets in accounting records, set up depreciation schedules, and complete all financial activity to close projects. *(Task FM 8)*
- **Construction Management:** As part of the construction management functions, GSG will manage activities of the consulting engineers, contractors and other professionals to facilitate timely completion and permitting of Key Largo Park and Key Largo Trailer Village. In addition, any issues regarding easements and right of ways will be reviewed and dealt with by GSG under direction of the Board of Directors. These following tasks will be conducted as necessary and reasonably required with regard to construction of capital projects.
 - a. Issue interpretations and clarifications of contract documents during construction. *(Task CM 1)*

- b. Evaluate a request for substitutions or deviations there from. *(Task CM 2)*
- c. Prepare any additional work orders. *(Task CM 3)*
- d. Monitor any required project records. *(Task CM 4)*
- e. Conduct comprehensive inspections of projects. *(Task CM 5)*

(Note) These efforts will be coordinated with the District's Engineer of Record to insure that there is no overlap or redundancy of efforts.

BOLD

- f. Develop list of items needing completion or correction. *(Task CM 6)*
 - g. Negotiate all contact with engineers and other consultants regarding scope and costs of necessary change orders. *(Task CM 7)*
 - h. Provide proof of compliance to State and Federal grant funding entities. *(Task CM 8)*
 - i. Meet with, on an ongoing basis, the professional selected by the District to insure that design concepts, construction standards, timeframes and budgets are adhered to according to contract commitments. *(Task CM 9)*
 - j. Assist in the resolution of conflicts, problems or other activities relative to projects authorized by the District. The disputes may include, contract issues, change orders, service interruption issues, coordination with other utilities for government entities and customer relations. *(Task CM 10)*
 - k. Coordinate and maintain involvement with a community information program regarding the KLP and KLTV. This will include meetings and discussions with the residents to insure that they are continually informed as to the progress of the projects. *(Task CM 11)*
 - l. Conduct close out procedures at the conclusion of each capital project. Including, a report to the District outlining the logical costs of these facilities, impact on operations and maintenance, customer service, wastewater capacity, storage facilities, distribution facilities, buildings and other infrastructure. This report will be prepared in concert with the District's Engineer and the Contractor. *(CM 12)*
- **Presentations:** The District Manager will attend and participate in all presentations required to insure that the District's projects are on schedule and that appropriate information is being maintained to track and monitor such compliance. Periodic meetings within the neighborhood groups with the engineers and contract managers to explain the purpose of the project,

interruptions that may occur and a point of contact for customer complaints or anticipated concerns. In addition, the District Manager anticipates presentations and meetings with local governmental entities and other interested parties to provide necessary information regarding the progress of these projects.

Reimbursement to Government Services Group, Inc.: Payment for services rendered consistent with this agreement shall be on a fixed fee basis as described in the following chart. The functions performed under this scope of effort apply jointly to the Key Largo Park and the Key Largo Trailer Village projects. For purposes of accounting, each ERC of benefiting property will share equally in these costs. Key Largo Park with 283 out of 850 total ERC's would be assigned 33.3 percent of costs. Key Largo Village with 567 out of 850 total ERC's would be assigned 66.7 percent of costs.

monthly a copy of all time sheets to reflect all hours spent in carrying out this work order GSG will submit

Month & Year	Expenses		
	Key Largo Park	Key Largo Trailer Village	Total
September-03	\$ 2,955.79	\$ 5,920.46	\$ 8,876.25
October-03	2,955.79	5,920.46	8,876.25
November-03	2,955.79	5,920.46	8,876.25
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August-05	2,955.79	5,920.46	8,876.25
Totals	\$ 70,938.96	\$ 142,191.04	\$ 213,030.00

WORK AUTHORIZATION GSG 03-01 (Amendment 1)

a

(Construction or Contract for Consulting/Professional Services) Agreement Between the

**Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003**

and

(Government Services Group)

SCOPE OF SERVICE: Capital Project and Grants Administration Management

**PROJECT COST: \$213,030 – Amended Fixed Fee Project No. GSG 03-01
(\$63,030 increase)**

PROJECT SCHEDULE: Twenty-Four (24) months from project commencement

Administrative Fee to Government Services Group, Inc. (3% if applicable): N/A

NOTICE/PROJECT MANAGER OF CONSULTANT:

**Robert Sheets, District Manager
Government Services Group
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308**

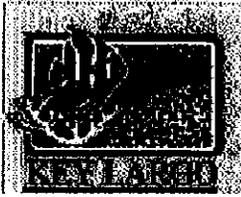
**Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037**

Certification that Sufficient Funds are Available:

**David R. Miles
Chief Financial Officer**

**Charles L. Sweat
Director of Operations**

Dated this ____ day of _____, 2003.



Key Largo Wastewater Treatment District Board of Commissioner's Meeting Agenda

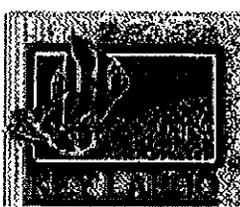
**4:00 PM Wednesday, October 15, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

- A. Call to Order
- B. Pledge of Allegiance
- C. FEMA teleconference concerning the Environmental Assessment
- D. Public Comment
- E. Additions, Deletions or Corrections to the Agenda
- F. Minutes – Draft August 13, 2003; Draft August 27, 2003; Draft Sept. 3, 2003;
Draft Sept. 17, 2003
- G. Local Legal Counsel Interviews
 - 1. 4:00 p.m. Mr. Dirk M. Smits
 - 2. 5:00 p.m. Mr. James Lupino
 - 3. 6:00 p.m. Mr. Thomas Dillon
- H. Action Items
 - 1. Approval of Resolution 2003-20 to Provide Copies of KLWTD Documents to the Key Largo Public Library
 - 2. Approval of the October 8, 2003 Payments Pending List
- I. General Manager's Report
 - 1. Status Report on the FEMA Environmental Assessment
 - a. Low and Very-low Income Assistance Program
 - b. Site Mitigation
 - 2. Discussion for possible action Proposed GSG and WEC Scope of Service Change
 - a. KLWTD Work Authorization WEC 03-01 (Amendment 1) with Weiler Engineering Corporation for the KLTV Project
 - b. KLWTD Work Authorization WEC 03-02 (Amendment 2) with Weiler Engineering Corporation for the KLP Project
 - c. KLWTD Work Authorization GSG 03-01 (Amendment 1) with Government Services Group, Inc. for the KLP & KLTV Projects
 - 3. Other Items
- J. Legal Counsel's Report
- K. Engineer's Report
 - 1. Other Items
- L. Commissioner's Items
 - 1. Other Items
- M. Meeting Adjournment

**KLWTD Board Meeting
October 15, 2003**

Item F

Draft August 13, 2003 Minutes



DRAFT

Key Largo Wastewater Treatment District Board of Commissioner's Meeting Minutes

**4:00 PM Wednesday, August 13, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

COMMISSIONERS PRESENT

Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF PRESENT

Charles L. Sweat, Director of Operations, Government Services Group
David R. Miles, Chief Financial Officer, GSG/KLWTD
Amy Dukes, Legal Counsel, Lewis Longman & Walker, P.A. (via telephone-for the meeting only)
Faith Doyle, KLWTD Board Clerk

GUESTS PRESENT

Ed Castle, Weiler Engineering Corporation
Jeff Weiler, Weiler Engineering Corporation
Charles Fishburn, Key Largo resident
Burke Cannon, Key Largo resident
Michael Longenecker, Key Largo resident
Vicky Fay, Key Largo resident

A. Call to Order -- Regular KLWTD Meeting

Chairman Tobin called the meeting to order at 4:05 p.m.

B. Additions, Deletions or Corrections to the Agenda

It was the consensus of the Board that the Clerk adds a public comment section to all future KLWTD Board of Commissioner meeting agendas.

Chairman Tobin requested that a presentation by Ms. Vicky Fay be added to the agenda immediately following the public input hearing.

Commissioner Wilkinson requested an additional discussion item concerning local legal counsel representation.

Commissioner Bauman requested an additional discussion item concerning web site services.

It was the consensus of the Board to add the items to the agenda.

C. Open Public Hearing to take public input on the Proposed KLWTD FY2004 Budget

Mr. David Miles opened the public hearing and stated that the final draft budget presented was a culmination of several reviews. Mr. Miles will provide the Board with a draft advertisement for publication at the August 27, 2003 meeting. The advertisement will state that the FY2004 Budget Resolution is to be considered by the Board at the September 17, 2003 meeting. Mr. Miles stated that the ad should run in a paper of daily general circulation in Monroe County and that the advertisement does not fall under T.R.I.M. provisions because the KLWTD does not have ad valorem taxes.

Mr. Miles asked if there were any members of the audience who wished to comment on the proposed FY2004 KLWTD Budget.

Commissioner Bauman asked what version of the budget would appear in the advertisement. Mr. Miles stated that the one-year summarization of operating and capital budgets is used to save advertising fees.

Commissioner Wilkinson asked if the rate consultant would be funded from the special projects line item. Mr. Miles stated that it could be and that there was originally a line item for a rate consultant, however the more general special projects lines gives a greater amount of flexibility.

Mr. Burke Cannon, a Key Largo resident, requested that the KLWTD Board keep expenses to a minimum.

Chairman Tobin asked for any further comments on the proposed FY2004 KLWTD Budget. Being none, Chairman Tobin closed the public hearing.

Commissioner Bauman requested that the Board see a proof of the advertisement at the August 27, 2003 meeting.

Commissioner Wilkinson requested that a copy of the agenda packet be provided to the public library. Discussion ensued. Chairman Tobin requested it be made a future agenda discussion item.

COMMISSIONER BROOKS MADE A MOTION TO APPROVE THE PROPOSED FY2004 BUDGET FOR ADVERTISEMENT FOR A PUBLIC HEARING ON SEPTEMBER 17, 2003. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR AND THE MOTION WAS UNANIMOUSLY APPROVED.

Chairman Tobin requested that the Clerk use the Key Largo Free Press for advertisements. Mr. Miles stated that he believes that legal ads must run in newspaper that posses the proper permit. Commissioner Wilkinson believes the Key Largo Free Press can be used for legal purposes. The Clerk stated that she had verified that the Key Largo Citizen was the newspaper of record for Monroe County. Chairman Tobin requested that further research be conducted. It was the Board's consensus that the Key Largo Free Press be used for advertising.

Ms. Vicky Fay, the KLTV Owners Association Treasurer, provided information to the Board. Ms. Fay stated that she is the upper Key's representative for CDBG grants. Ms. Fay stated that the KLWTD should be cautious about when they turn on the sewer system in Key Largo because the timing, if wrong, would prevent the residents from obtaining funding. Ms. Fay described the CDBG program and provided details on the income levels and property ownership requirements. Ms. Fay provided information on how the Monroe BOCC had been distributing the funds. Ms. Fay believes that unless additional funding is secured the residents of Key Largo would not be able to participate in the CDBG program. Ms. Fay stated that the present Monroe County CDBG grant must be closed, with none of the funds going to Key Largo residents, for the KLWTD to apply for CDBG funds for Key Largo residents. Ms. Fay stated that the KLWTD Board should identify other grant sources.

Discussion ensued on the grants that should be looked at and if GSG should provide the Board with recommendations. Mr. Charles Sweat stated that the GSG would look into grant availability and provide the KLWTD Board with recommendations.

Commissioner Brooks questioned Ms. Fay on information that she had presented. Ms. Fay stated that Mr. Mark Bell of the Florida Department of Community Affairs had discussed the issue in depth with her and should would verify the information and provide the Board with an update in the future.

It was the consensus of the Board to have an update on the grant issues and funding options within the next 60 to 90 days.

Discussion ensued on the need for KLWTD to satisfy the date requirements for the DEP grant that it presently has the need for additional funding options and the need for the community to be informed of the issues. Chairman Tobin suggested that information be provided in a joint mailing with the KLTV Homeowners Association. Mr. Sweat stated that a GSG representative would be attending the next KLTV Homeowners Association meeting that would be held later in the year.

D. Close Public Hearing

Chairman Tobin closed the public hearing at 5:10 p.m.

Ms. Amy Dukes joined the meeting via telephone at 5:10 p.m.

E. Pledge of Allegiance

The pledge was recited.

F. Minutes – Draft July 9, 2003

The minutes were tabled until the next meeting.

G. Action Items

Mr. Charles L. Sweat presented action item number four out of order at the Board's request. Commissioner Brooks believed that no further discussion was necessary to ratify the changes of the approved contract. Discussion ensued.

Mr. Sweat stated that the insurance changes requested have been addressed and all changes requested by the Board had been made by staff, including a statutory revised to section 16.1 and he requested that the Board ratify the changes.

Ms. Dukes stated that with the removal of the article two the, the document and the table of contents should be corrected. Ms. Dukes stated that she and Terry Lewis had reviewed the document for legal sufficiency.

Commissioner Wilkinson requested revisions. A revision to section 1.8 concerning information being provided by an employee to a third party. Ms. Dukes stated that the public records law superseded the section. Ms. Dukes requested a revision to the contract reflecting the renumbering due to the deletion of article two. A revision to the contract section 5.3 on page 6 in reference to invoices was also requested.

Commissioner Brooks stated that it was a point of order the item being discussed was approved two weeks ago with the changes agreed to by WEC and they have been made and that it was out of order to review the document line by line and that either the changes be ratified as noted or the item be tabled. Chairman Tobin believes that further discussion was necessary prior to a vote on the item.

Commissioner Wilkinson stated that he wants the record to reflect that he is concerned with the items he is mentioning including the language in Article 13 stating that the KLWTD would own the documents created by WEC after the KLWTD pays WEC for them and not until KLWTD terminates the contract. Commissioner Wilkinson was also concerned with section 13.2. Discussion ensued on what the new language should be.

Commissioner Wilkinson expressed concern with section 12 and that the insurance amounts quoted were to low. Mr. Weiler stated that he had his insurance increased and provided a new certificate of insurance to the Board.

Commissioner Brooks expressed concern that the eight top ranked engineering firms had received the general contract as part of the CCNA process and that there would be negative repercussion to changing the document at this time. He again stated that the action requested was a ratification of the contract that had been presented and approved by the Board at the last meeting.

Commissioner Brooks asked Ms. Dukes if the same general contract that would be signed by WEC should be forwarded to the other engineering firms. Ms. Dukes stated that the same general contract would need to be sent to the other engineering firms. Ms. Dukes added that the contract should uniform unless there is a reason why a particular engineer couldn't comply with any of the provisions. Discussion ensued concerning the actions taken at the July 30, 2003 meeting and points of parliamentary procedure.

COMMISSIONER WILKINSON MADE A MOTION TO APPROVE SECTION 13.1 WITH THE STATED CORRECTIONS. COMMISSIONER BEATY MADE A SECOND TO THE MOTION. CHAIRMAN TOBIN CALLED FOR A VOTE. COMMISSIONERS BROOKS AND BAUMAN VOTED NO. COMMISSIONERS BEATY AND WILKINSON AND CHAIRMAN TOBIN VOTED YES.

COMMISSIONER BEATY MADE A MOTION TO APPROVE ITEM G-4 THE RATIFICATION OF THE REVISED AS APPROVED WEILER ENGINEERING

CORPORATION CONTRACT FOR CONSULTING/PROFESSIONAL SERVICES WITH THE AGREED TO CHANGES REQUESTED BY COMMISSIONER WILKINSON AND MS. DUKES AND AS AMENDED BY THE CHANGES TO SECTION 13. THE MOTION WAS SECONDED BY COMMISSIONER BAUMAN. CHAIRMAN TOBIN REQUESTED A ROLL CALL VOTE.

COMMISSIONER BAUMAN	YES
COMMISSIONER BEATY	YES
COMMISSIONER BROOKS	NO
COMMISSIONER WILKINSON	NO
CHAIRMAN TOBIN	YES

THE MOTION CARRIED.

Chairman Tobin recessed the meeting at 6:15 p.m.

Chairman Tobin reconvened the meeting at 6:20 p.m.

1. Approval of the advertisement for the KLWTD FY2004 Budget Resolution for adoption at the September 17, 2003 meeting

Please see above.

2. Approval of the REVISED KLWTD Work Authorization WEC 03-01 Scope of Services with Weiler Engineering Corporation for engineering services for the KLTV Project

Mr. Sweat stated that the changes requested by the Board at the last meeting had been made to the document and that the kick-off meeting had been scheduled

Chairman Tobin stated that at the last meeting the item was tabled for WEC to have an opportunity to make the changes requested and he had volunteered to go to Palm Beach to review the changes. Chairman Tobin did not have the opportunity to review the changes prior to the meeting. Chairman Tobin was aware that Mr. Terry Lewis had reviewed the document and suggested changes. Chairman Tobin stated that he and Ms. Dukes have concerns with items in the revised work authorizations.

The revisions were discussed. Commissioner Brooks stated that the changes had been reviewed and approved by Mr. Lewis, Mr. Sheets and Mr. Sweat and are in order. Chairman Tobin stated that because of the concerns expressed by himself, Commissioner Wilkinson and Ms. Dukes that action should not be taken on the work authorizations. Ms. Dukes agreed that there are issues that need to be addressed prior to action. Chairman Tobin's points of concern were discussed.

Commissioner Wilkinson expressed his concerns, which included the lack of a schedule, why the engineering was preparing the scope of service, the notice to proceed to Haskell, WEC being the engineer of record on the KLP project, Basic Services section A. 2., Preliminary Design Phase section A. 5., Basic Services B., Final Design Phase A. 2., A. 3., A. 4., Final Design Phase section 10, 11, 12. a., 15 and section C also Exhibit B point A.5 and Exhibit C. Discussion ensued.

Chairman Tobin requested that Mr. Sweat ascertain the amount that Brown and Caldwell would be charging for Engineer of Record services on the KLP project.

Chairman Tobin expressed his concerns with item G 2, which included the removal of limitation of liability and clarification of the KLWTD receiving credit if inspection services were reduced and Basic Services section A. 2.

Chairman Tobin asked for public comment on the item. Mr. Mike Longenecker stated that the documents being considered by the KLWTD Board are standard "boiler plate" versions used all over the country and that the professionals working with the KLWTD are being prudent and are trying to not reinvent the wheel.

COMMISSIONER BAUMAN MOTIONED TO APPROVE ITEM G-2 APPROVAL OF THE REVISED KLWTD WORK AUTHORIZATION WEC 03-01 SCOPE OF SERVICES WITH WEILER ENGINEERING COROPORATION FOR ENGINEERING SERVICES FOR THE KLTV PROJECT AS MODIFIED PER THE PREVIOUS DISCUSSION. COMMISSIONER BEATY SECONDED THE MOTION. ALL WERE IN FAVOR AND THE WAS APPROVED UNANIMOUSLY.

COMMISSIONER BROOKS EXCUSED HIMSELF FROM THE MEETING AT 8:05 P.M.

3. Approval of the REVISED KLWTD Work Authorization WEC 03-02 Scope of Services with Weiler Engineering Corporation for engineering services for the KLP Project

Commissioner Wilkinson expressed concern with the subject of engineer of record, the status of valve pits from Haskell, the inclusion of Sunset Waterways Subdivision. Discussion ensued on the concerns.

Commissioner Bauman suggested the item be table until the kick off meeting was held. Discussion ensued.

COMMISSIONER BAUMAN MOTIONED TO APPROVE ITEM G-3 APPROVAL OF THE REVISED KLWTD WORK AUTHORIZATION WEC 03-02 SCOPE OF SERVICES WITH WEILER ENGINEERING COROPORATION FOR ENGINEERING SERVICES FOR THE KLP PROJECT AS MODIFIED PER THE PREVIOUS DISCUSSION. COMMISSIONER WILKINSON SECONDED THE MOTION. COMMISSIONERS BAUMAN, BEATY AND WILKINSON AND CHAIRMAN TOBIN WERE IN FAVOR. COMMISSIONER BROOKS WAS NOT PRESENT FOR THE VOTE. THE MOTION CARRIED.

4. Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services

Please see above.

5. Approval of Resolution 2003-18 KLWTD Revised Expenditure Policy

Mr. Miles stated that the changes suggested by the Board at the 7/30/03 meeting had been incorporated into the document presented.

Discussion ensued concerning the need for fidelity bonds, having the bonds coincide with the election years and the effective date of the bonds.

COMMISSIONER WILKINSON MADE A MOTION TO APPROVE RESOLUTION 2003-18 KLWTD REVISED EXPENDITURE POLICY. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR AND THE MOTION WAS UNANIMOUSLY APPROVED.

H. General Manager's Report

1. Interim Financial Reports through June 30, 2003

This item was moved to the next meeting.

2. Status Report on the Haskell Company's KLTV Preliminary Project Schedule

The Manager had no new information on this item.

3. Status Report on the Revised Monroe County Loan Agreement

The Manager had no new information on this item.

I. Legal Counsel's Report

There was no legal counsel report given.

J. Commissioner's Items

1. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin
2. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin
3. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman

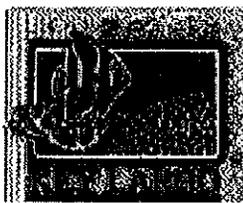
It was the consensus of the Board to add a discussion item for the August 27, 2003 meeting concerning the need for local legal counsel

COMMISSIONER BEATY MADE A MOTION TO TABLE COMMISSIONER'S ITEMS 1, 2 AND 3 UNTIL THE NEXT MEETING. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR.

K. Meeting Adjournment

COMMISSIONER BEATY MADE A MOTION TO ADJOURN THE MEETING. COMMISSIONER BAUMAN SECONDED THE MOTION. ALL WERE IN FAVOR.

CHAIRMAN TOBIN ADJOURNED THE MEETING AT 8:55 P.M.



Draft

Key Largo Wastewater Treatment District Board of Commissioner's Meeting Minutes

**4:00 PM Wednesday, August 27, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

Board Members Present

Andrew Tobin
Gary Bauman
Cris Beaty
Charles Brooks
Jerry Wilkinson

Staff Present

Charles L. Sweat, Director of Operations
Amy Dukes, Board Attorney (via telephone)
Jeff Weiler, KLWTD Engineer
Faith Doyle, KLWTD Board Clerk

Guests Present

Charles Fishburn

A. Call to Order

Acting Chair Jerry Wilkinson called the meeting to order at 4:04 p.m.

B. Pledge of Allegiance

The pledge was recited.

C. Public Comment

Acting Chair Wilkinson asked if any one present wished to address the Board. There being none the meeting continued.

D. Minutes – Draft July 9, 2003

Commissioner Brooks made a motion to approve the July 9, 2003 meeting minutes. Commissioner Beaty seconded the motion. All were in favor.

E. Additions, Deletions or Corrections to the Agenda

Commissioner Brooks requested that Item I-11 be added, concerning the project development team meeting held today in reference to the distribution and readiness to

proceed on the \$100,000,000 grant to be dist by the South Florida Water Management District.

Commissioner Bauman requested that Item I-12 an engineering report be added.

**Commissioner Beaty motioned to approve the agenda as amended.
Commissioner Bauman seconded the motion. All were in favor.**

Chairman Tobin joined the meeting in progress at 4:15 p.m. and requested that Mr. Wilkinson continue to act as chair.

F. Action Items

1. Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services

Ms. Amy Dukes noted that section 12.1 had been changed as requested by the Board and that the table of contents was corrected along with the indexing of the entire document.

Discussion ensued concerning the previously requested changes dealing with document ownership, payment requirements, liability insurance, the gag provision and provisions for a credit if WEC would not be engineer of record.

Commissioner Brooks asked for the record if Jeff Weiler was satisfied with the contract. Mr. Weiler answered in the affirmative. Commissioner Brooks asked if the scope of services was clear to Mr. Weiler. Mr. Weiler answered in the affirmative. Commissioner Brooks asked if Mr. Weiler believes the plans would provide a fully functional wastewater treatment system. Mr. Weiler stated that it was his intent to work with other engineers to provide a system that works and the contract meets all requirements of the Florida statutes. Commissioner Brooks asked if there were any stipulations within the contract that would restrict WEC from completing the work specified in the contract. Mr. Weiler stated no. Commissioner Brooks asked if WEC could complete the task for the amount specified in the work authorizations. Mr. Weiler answered in the affirmative and added that once Brown and Caldwell make their decision and once Mr. Fishburn's participation is considered the fee will be scaled back and adjusted down.

It was the consensus of the Board that any modification to the contract would be made by amendment. Legal Counsel informed the Board that this would be an acceptable procedure.

Acting Chairman Wilkinson asked if there was any further discussion on the item. With there being none Commissioner Bauman made a motion to approve Item F1 Ratification of the revised as approved Weiler Engineering Corporation Contract for Consulting/Professional Services. Commissioner Tobin made a second to the motion. Acting Chairman Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes

The motion carried with a vote of four in favor and one not in favor.

- 2. Ratification of the REVISED KLWTD Work Authorization WEC 03-01
Scope of Services with Weiler Engineering Corporation for engineering
services for the KLVV Project**

Acting Chair Wilkinson brought Item F2, WEC 03-01 to the floor. Mr. Sweat stated that at the previous meeting the Board had requested that the General Manager revise and modify the scope of service for the KLVV project work authorization. Staff believes that the document presented complies with the request.

Discussion ensued concerning the credit provision and when Brown and Caldwell would give a number.

Commissioner Tobin requested that at page 9-paragraph a. "resident project manager" have the last sentence read "with credit to the District for lesser service." Legal Counsel agreed that a hand written change and initials would be proper.

Acting Chair Wilkinson asked for further discussion. With none Commissioner Beaty motioned to approve Item F2. Commissioner Bauman seconded the motion for discussion. Commissioner Tobin questioned if the contract could be broken down into design and construction phases. Discussion ensued. Commissioner Tobin called the question. Acting Chair Wilkinson called for a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

- 3. Ratification of the REVISED KLWTD Work Authorization WEC 03-02
Scope of Services with Weiler Engineering Corporation for engineering
services for the KLP Project**

Acting Chair Wilkinson brought Item F3 to the floor and asked for discussion. Mr. Sweat stated that at the Board's request the work authorization had been revised and assumes that WEC would be the engineer of record until the negotiations with Brown and Caldwell and Haskell are completed.

Commissioner Brooks made a motion to approve the work authorization with the same additional language made to it as WEC 03-01. Commissioner Tobin stated that during contract negotiation with Haskell that a cooperation clause was inserted. Commissioner Tobin believes one engineer for both projects would be best for the warranty of the project. Mr. Sweat stated that a recommendation would be made to the KLWTD Board on 9/17/03 after reviewing the cost given by Brown and Caldwell to be the engineer of record for both projects. Discussion

ensued about the cost of having Brown and Caldwell as engineer of record, the ownership of documents and warranty issues. Mr. Sweat and Mr. Weiler agreed that after Brown and Caldwell provides their cost to be engineer of record and if it was the pleasure of the Board the WEC 03-01 work authorization would be amended to reduce the fee. Commissioner Tobin called his question. Commissioner Beaty seconded the motion. Acting Chair Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

4. Ratification of the revised advertisement for the KLWTD FY2004 Budget Resolution for adoption at the September 17, 2003 meeting

Acting Chair Wilkinson brought Item F4 to the floor. Mr. Sweat stated that the date of advertisement has changed from 9/12 to 9/5.

Commissioner Brooks motioned to approve Item F4. Commissioner Beaty seconded for discussion. He suggested that the amount of \$98,000.00 for commissioner's fees be itemized. Commissioner Bauman suggested that it be broken down into salary and district expenses. Mr. David Miles would be directed to make the requested change prior to publication. Discussion ensued concerning the newspaper to be used for legal advertising. Ms. Dukes stated that for special districts a paper that is published county wide, five days a week must be used for legal advertisements. The only paper that meets the requirement is the Key West Citizen. Advertising in any other papers is optional. Acting Chair Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

Discussion ensued concerning additional advertising in a local Key Largo publication. Commissioner Brooks made a motion to advertise in the Key West Citizen and in the Free Press with a cost not to exceed \$500. Commissioner Bauman would obtain pricing from the Free Press.

It was the consensus of the Board to advertise the budget in the Free Press only and give the legal public notice in the Key West Citizen.

5. Approval of the revised Monroe County Loan Agreement with KLWTD

Mr. Sweat noted that the original agreement was changed at point one. The correct date is October 15, 2003. Discussion ensued on the history of the changes that have been made to the loan agreement. Commissioner Brooks noted that any future negotiations should involve the County commissioner. Discussion ensued on the amount of \$182,000 that was forwarded to the FCAA.

Commissioner Brooks made a motion to continue the item until a later meeting. Chairman Tobin seconded the motion. All were in favor.

At 5:50 p.m. Discussion ensued concerning having legal counsel remain on line. Ms. Dukes was asked for a legal report. Ms. Dukes stated that most of her report was covered during the previous items. Ms. Dukes did request that the General Manager provide current updates on the \$914,000 loan agreement.

Acting Chair Wilkinson recessed the meeting at 5:54 p.m.

Acting Chair Wilkinson reconvened the meeting at 6:05 p.m.

Acting Chair Wilkinson stated that only a brief public notice the minimum to meet legal requirements need be published in the Key West Citizen. The Board gave its consensus.

6. Approval of Pending Payment List for August, 2003

Acting Chair Wilkinson brought Item F6 to the floor. Discussion ensued concerning the legal fees being charged.

Commissioner Brooks stated that a review of the legal bills would be time consuming. Commissioner Bauman asked if the bills were being itemized as requested. Commissioner Brooks stated that they are more defined but not complete enough to analysis how future legal fees could be reduced. Chairman Tobin noted that all contact with legal counsel should be directed by the general manager at a point where documents are close to finalized.

Commissioner Bauman made a motion to approve the Pending Payment List for August 2003. Commissioner Beaty seconded the motion. Chairman Tobin objects to legal counsel charging for review of the minutes. Commissioner Bauman stated that legal counsel should be given clear direction on their responsibilities. Chairman Tobin requested that the Lewis Longman and Walker invoice be held and authorized the general manager to discuss the invoice with legal counsel. Commissioner Bauman amended his motion to approve the Pending Payment List for August 2003 with the exclusion of the Lewis Longman and Walker bill. Acting Chair Wilkinson requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Chairman Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was approved unanimously.

Mr. Sweat stated that a recommendation on the legal counsel invoice would be provided at the next meeting.

G. General Manager's Report

1. Status Report on the Haskell Company's KLTV Preliminary Project Schedule

Mr. Sweat stated that an update of the project schedule was distributed to the Board prior to the meeting and that after the upcoming meetings of the project team the document would be fine-tuned and a recommendation made to the Board concerning the engineer of record and the process to be used.

Discussion ensued about the number of days required by the contractor to inform the Board of the collection system that would be used. Mr. Sweat proposed that staff bring back a recommendation of either USBF / SBR and either Roovac / Airvac to the September 17, 2003 meeting. Mr. Jeff Weiler stated that time is of the essence and a deadline to make a decision should be set.

Mr. Sweat informed the Board that representatives of FEMA would like to meet with staff concerning the environmental site assessment during the week of 9/15. The KLWTD Chair was requested to attend also.

It was the consensus of the Board to move Item I-9 Discussion of Monroe County Ordinance 028-2003 concerning the Uniform Wastewater Connection Policy forward and include it with the Engineer's Report.

ENGINEER'S REPORT

Mr. Weiler stated that there would be daily reports by the inspector, GSG and WEC. These reports would be compiled into a monthly detailed summary and Ed Castle, as project manager would provide up dates.

Mr. Weiler stated that there would be a meeting in Miami on the 8th of September to review the 30% design. Discussion ensued on the distribution of engineering records to the staff and Commissioner Wilkinson as the Technical Committee Chairman. It was recommended that Commissioner Wilkinson be copied as soon as information is received by GSG and to have the documents forwarded to Commissioner Wilkinson at his home address and to WEC.

After discussion it was the consensus of the Board to have Commissioner Wilkinson attend the September 8, 2003 meeting in Miami.

Mr. Castle summarized the time line provided by the Haskell Company. The preliminary permit would be issued in November and by January 2004 the collection system permit would be issued. Line construction is anticipated to be complete in November 2004 and the treatment plant construction completed by May of 2005. Discussed ensued concerning other items in the report. Commissioner Wilkinson stated that the engineer must look at site mitigation and who will pay for it. It is his opinion that the Haskell Company should be responsible for it.

Mr. Castle stated that along with GSG, FDEP and Boyle Engineering he is attempting to gather all the engineering records to be kept in one place.

Mr. Weiler stated that concerning the Uniform Connection Policy for Monroe County they had been involved in the drafting of the document presented. He stated that the KLWTD could not over ride the County ordinance code. Commissioner Bauman asked if Mr. Weiler agreed with the ordinance and if anything could be done to change it. Mr. Weiler stated that he agreed with all but section 3.1. Discussion ensued and Mr. Weiler was requested to provide copies of the ordinance for the Board.

Chairman Tobin stated concern that the County Ordinance was passed without the consultation of other impacted entities. The Board requested that Mr. Sweat review the ordinance and give a recommendation at a future meeting. Discussion ensued on specific problems with the ordinance. The Board requested that an ordinance be drafted by staff for the KLWTD to adopt connection standards as soon as possible. WEC would provide the standards to the KLWTD.

H. Legal Counsel's Report

There was no legal counsel report.

I. Commissioner's Items

1. Discussion for possible action concerning contracting with local legal counsel – Commissioner Wilkinson

Acting Chair Wilkinson stated that he has contacted several lawyers with one response from Dirk Smits. Acting Chair Wilkinson wants to have legal counsel represented at the meeting and believes that all the KLWTD Commissioners should be able to contact legal counsel when necessary. Acting Chair Wilkinson entertained a motion to interview Mr. Smits as soon as possible. Commissioner Wilkinson would like to retain Lewis Longman and Walker on a special retainer. Discussion ensued. Chairman Tobin doesn't want to pursue this issue until he has a discussion with Lewis Longman and Walker, but at some point in time the Board should have local legal representation. Discussion ensued and the Board concurred that local legal representation at a reasonable rate is desired and should be pursued. Discussion ensued concerning the other staff members that are not local and the need to have all meetings concerning the KLWTD held in Key Largo.

Commissioner Brooks motioned to begin the process of procuring local legal representation and that each Board member is to contact a local attorney and that notice is given that the KLWTD is looking for general counsel with a preference that the attorney be based in the upper keys. Acting Chair Wilkinson seconded the motion for discussion, requesting that staff draft a letter of solicitation for response and a process for evaluation to be presented at the 9/3/03 meeting. A roll call vote was requested.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Chairman Tobin	No

The motion carried with a vote of four in favor and one not in favor.

- 2. Discussion of Commissioner Wilkinson's email of Monday, August 18, 2003
- 3. Discussion of web site services – Commissioner Bauman
- 4. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin
- 5. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin
- 6. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman
- 7. Discussion on KLWTD physical public records location – Commissioner Brooks

It was the consensus of the Items 1 2-7 be tabled until a future meeting.

- 8. Discussion of a procedure for the adoption of contracts – Chairman Tobin

Chairman Tobin stated that the list presented was a suggested procedure. Commissioners Bauman and Beaty agree with the process. Commissioners Brooks and Wilkinson believe the procedure should be made part of an administrative procedure that should be drafted with the assistance of legal counsel.

Chairman Tobin motioned that a draft procedure be done by staff and brought back for consideration at the 9/3/03 meeting. The motion failed due to lack of a second.

Commissioner Bauman motioned that staff review the preliminary procedures suggested by Wilkinson and Tobin for discussion at the next meeting. Chairman Tobin seconded the motion. A roll call vote was requested.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Chairman Tobin	Yes
Acting Chair Wilkinson	Yes

The motion was unanimously approved.

- 9. Discussion of Monroe County Ordinance 028-2003 concerning the Uniform Wastewater Connection Policy – Commissioner Bauman

See above under the engineer's report.

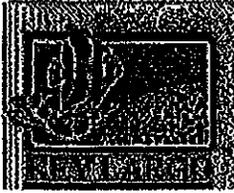
L. Meeting Adjournment

Commissioner Beaty made a motion to adjourn. Commissioner Brooks seconded the motion. All were in favor and Acting Chair Wilkinson adjourned the meeting at 8:55 P.M.

**KLWTD Board Meeting
October 15, 2003**

Item F

Draft September 3, 2003 Minutes



Key Largo Wastewater Treatment District Board of Commissioner's Meeting Minutes

**4:00 PM Wednesday, September 3, 2003
Key Largo Civic Club, 209 Ocean Bay Drive**

BOARD MEMBERS PRESENT

Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF MEMBERS PRESENT

Robert E. Sheets, General Manager
Ed Castle, Project Manger, Weiler Engineering Corporation
Faith Doyle, Board Clerk

A. Call to Order

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

B. Pledge of Allegiance

All stood and the pledge was recited.

C. Public Comment

Chairman Tobin suggested voting at 7:00 p.m. to see if the meeting should continue after that point in time. Commissioner Wilkinson does not want items staying on the agenda for several meetings and suggested that perhaps a double meeting should be held in the near future.

Chairman Tobin asked if any one present wished to address the Board. William "C.W." Michaelson comments that the KLWTD website has been hosted for the past year free of charge. Unfortunately he has not received much input on the content and the only schedule dates had been received from Commissioner Wilkinson. Mr. Michaelson was informed that future KLWTD web development and hosting might be done by another company that is not located in Florida. Mr. Michaelson would like to see the work stay in the keys. He believes local business is not being treated well and he is unhappy with the way local businesses are treated. Chairman Tobin thanked Mr. Michaelson for hosting the website as a community benefit and stated that the Board is appreciative. Chairman Tobin stated that committee work is continuing on the maintenance of the web site and research will continue into using local vendors.

Commissioner Bauman asked about the lack of communications and the lack of development, design, maintenance and upon the site on a regular basis. Commissioner Bauman invited an open discussion of the issues at a private meeting with Mr.

Michaelson. Commissioner Bauman stated that he believes in supporting local businesses. Mr. Michaelson stated that he agreed that the communication has not been the best and requested that Commissioner Bauman contact him again. Commissioner Wilkinson believes the set up was good but the information needs to come from the general manager or the clerk. Commissioner Bauman and Commissioner Wilkinson noted that KLWTD needs a web keeper that is receptive to local issues and neither believes that Cooke communications would provide a viable alternative.

D. Minutes – Draft July 30, 2003

The Board requested that for future agendas the minutes be presented after the additions, deletions or corrections to the agenda.

Commissioner Brooks motioned to approve the meeting minutes from July 30, 2003. Commissioner Wilkinson seconded and all were in favor.

E. Additions, Deletions or Corrections to the Agenda

It was requested that Item J5 be moved to the first item discussed because other discussion items relate to strategic planning.

Commissioner Wilkinson stated that further discussion on the local legal counsel issue would be covered under G-1. The Board concurred.

F. Action Items

1. Approval of the revised Monroe County Loan Agreement with KLWTD

Mr. Sheets stated that at the May meeting the Board finalized their revisions to the agreement, executed it and sent it to the County. However, the County was concerned with the unilateral changes. Mr. Sheets and Commissioner Brooks discussed the agreement with the County over the phone and of most concern to the County was the provision to not re-pay the loan under certain circumstances. The County has offered a change to Section 3.a. adding that if the KLWTD has not collected sufficient funds the KLWTD has the right to request the County to renegotiate the terms of the agreement. This change would satisfy the County and protects the KLWTD while giving them the open door to discuss options with the County if funds are not available. Mr. Sheets cautioned that the KLWTD Board funding from FEMA couldn't be disbursed until this agreement is finalized. Under this agreement once it is signed then the funds would be forward to KLWTD for disbursement on qualified expenditures.

Commissioner Wilkinson disagrees with the matching grant being a loan and stated that the \$2,700 capital recovery fees should not be used for repayment of the loan. Commissioner Wilkinson believes the capital recovery fees are to be used for future growth.

Commissioner Beaty comments that listed under item number one of the agreement the County shall transfer \$731 thousand and FCAA \$182 thousand. He question if an accounting for the \$182 thousand was available. Mr. Sheets stated that he would verify if one was available.

Commissioner Brooks noted that the entire Interlocal Agreement is considered an exhibit to the document. Commissioner Brooks also wants to see an accounting of the funds already expended. Commissioner Brooks is concerned with approving the document because it is not stated specifically that FKAA is part of this agreement. Mr. Sheets stated that they are included in the Interlocal Agreement, which is an attachment of the agreement and defines the FKAA's responsibilities.

Chairman Tobin suggested changes. Discussion ensued. Commissioner Brooks asked Mr. Sheets if the FKAA meeting scheduled by Mr. Sheets had been held. Mr. Sheets stated that a specific date has not been set. Commissioner Bauman asked if the \$182 thousand was to be audited. Mr. Sheets stated that Danny Kohlage would most likely be auditing the fund for the County and that the DEP and KLWTD external auditors would also.

Commissioner Brooks motioned to approve the agreement and to send it with a cover letter from the general manager addressing the need for an accounting of the \$182,000 from the FKAA. Discussion ensued on if the County should sign the document before the KLWTD does. Mr. Sheets stated that the Board has approved the agreement in form and substance and with the impending liability of invoices that require payment by the KLWTD for preliminary design the document needs to be finalized so that it be placed on the County agenda for action resulting in KLWTD receiving the funds. The Chairman requested a roll call vote.

Commissioner Bauman	Yes
Commissioner Beaty	Yes
Commissioner Brooks	Yes
Commissioner Wilkinson	NO
Chairman Tobin	Yes

G. General Manager's Report

1. Recommendation of a request for qualifications and a procedure for the interviewing and selection of general legal counsel

Mr. Sheets suggested that the process for the recruiting of a local attorney be informal. The proposed notice for advertisement was presented. Mr. Sheets stated that once responses are received the respondents should be invited for an interview during the 2nd public meeting in October. Legal counsel selection is not bound by the CCNA process and legal counsel should be appointed as soon as possible.

Chairman Tobin comments that after discussions with Terry Lewis he has been actively recruiting several firms. The Board suggested that John Jabro, Dirk Smitt, Jim Lupino, Harvey Ziegler and Nicholas Mulick be contacted. Chairman Tobin suggested sending a general faxed invitation via the bar association to inform the local members of the bar that the position is available.

The manager was requested to prepare a letter to be sent on the 5th for responses by the 12th. An update would be provided to the Board at the September 17th meeting.

Discussion ensued on advertising for general counsel or special counsel and the issues it could create with job assignments. Discussion ensued on the process of selection and the timing of the interviews.

The general manager was directed to call the position "Board Counsel" and to rework the letter, forward it to the upper keys bar association and to the five attorneys named by the Board. It was suggested that the interviews be held on September 17, 2003 and that the meeting begin at 3:00 p.m. and one candidate per hour be interviewed with regular business being conducted between interviews. All members agreed that any resumes received by Wednesday be forwarded to the Board. Mr. Sheets is to inform the candidates that they should be prepared to discuss fee structure.

2. Recommendation after review of the LEWIS, LONGMAN & WALKER invoices.

Mr. Sheets stated that any contact in the future with the attorney would be directed by him. Mr. Sheets provided a sample copy of an agenda item control sheet and a working group agenda. Mr. Sheets stated that the working group agenda was the control document used to place things on the agenda and to keep track of directives from the Board to staff.

Discussion ensued on the development of agenda control procedures. Chairman Tobin stated that each member of the Board should be able to contact the Board's attorney for advice, but he believes it is not appropriate to have all documents reviewed by legal if they have been tasked to staff.

Commissioner Bauman stated that because there is not presently a policy in place and that legal had been directed to review the documents they should be paid for it. Commissioner Wilkinson believes hiring an attorney who charges a flat fee retainer would result in not being invoiced for review of minutes and other standard documents. Commissioner Wilkinson asked if the policy including agenda control procedures would be ready for the 17th meeting. Mr. Sheets stated the policies would not be ready for the 17th and that flat fees can be misleading. Discussion ensued on legal fee structures.

Commissioner Bauman motion to approve the Lewis, Longman and Walker bill in the amount of \$7,263.34. Commissioner Wilkinson seconded the motion. All were in favor and the motion carried.

3. Recommendation of a procedure for contract adoption.

Mr. Sheets stated that it would be beneficial to schedule the first strategic planning session in September and drafting of the policy and procedures should be part of the strategic planning session.

Mr. Sheets asked the Board if it wants to consider having a listing in the yellow pages for the KLWTD. It was noted that the local KLWTD phone number was listed in the white pages. It was the consensus of the Board to not advertise in the yellow pages at this time.

H. Legal Counsel's Report

No legal report was presented.

I. Engineer's Report

Mr. Castle stated that Mr. Weiler provided a detailed report at the last meeting. Mr. Castle informed the Board that there will be a project team meeting in Miami on September 8 at 1:00 p.m. at the Brown and Caldwell office and that a proposed work plan for completing the balance of the KLP would be discussed and the first draft of a preliminary design report should be presented to staff. The decision to use either USBF or SBR and Airvac or Roevac should begin at the 17th Board meeting. Mr. Sheets stated that the most current Schedule B would be forwarded to the Board.

Discussion ensued on the content of the September 17, 2003 agenda and the possibility of needing an additional meeting in September. Discussion ensued on the placement of the lawyer interviews and the engineering meetings. Mr. Sheets suggested the engineering meetings be held on the 17th and the lawyers at the first meeting in October.

Commissioner Brooks asked if the USBF/SBR and Airvac/Roevac evaluation process would involve presentations on the technologies or would the Board be following the recommendations of the staff, engineers and contractors. Discussion ensued. Chairman Tobin requested an analysis from the principals on what they are basing their decisions on.

Mr. Castle stated that Haskel would provide Brown and Caldwell's recommendations and that WEC would offer an opinion on the recommendation of the vacuum system and would review their opinions based on historical data.

Commissioner Wilkinson stated that as the technical committee chair he would like to present information to the project team concerning the position of the Board. Commissioner Bauman stated that if it is to be presented as the Board's view the Board must agree to it. Commissioner Wilkinson's stated that he would preface his presentation and state that it is his opinion only.

Mr. Castle stated that he and Mr. Sweat are working on getting all documentation from Boyle Engineering for conceptual design work that was done on the KLP and KLTV projects.

Commissioner Brooks stated that during contract negotiations USBF was the preference of the Board and it would remain that way unless it can be demonstrated that an alternative was better suited to the KLWTD's needs. Haskell with Brown and Caldwell will review USBF and SBR along with alternatives and WEC will verify their recommendation. WEC understands the Board's wishes. Mr. Castle will be giving operating budgets for the two systems without prejudice.

Commissioner Brooks asked Mr. Sheets about the status of the FEMA Site Assessment. Mr. Sheets stated that he would be meeting with Miles Anderson of the DCA concerning the issue and he has a tentative meeting of September 15th. Mr. Anderson also wants to meet with the general manager and Chairman Tobin to discuss several issues just as the low to moderate income funding plan and the Environment Assessment public hearing and the combining of the two projects into one.

Chairman Tobin requested the general manager draft a letter to FEMA to inform them of the KLWTD need for a final FEMA schedule on the site assessment.

Discussion ensued on the need for Higgins to begin work as soon as possible on the KLP project.

Chairman Tobin recessed the meeting at 6:00 p.m.

Chairman Tobin reconvened the meeting at 6:10 pm

J. Commissioner's Items

It was requested that Item J-7 be discussed first. The policy/procedure for moving discussion items to action items was brought to the floor. Chairman Tobin requested that this procedure be adopted as an interim policy. Chairman Tobin requested that the item be reviewed and a recommendation made by staff for action at the next meeting.

Discussion ensued about the procedure conflicting with Roberts Rules of Order. Discussion ensued on the agenda item request with staff doing research prior to an item being added to an agenda. Commissioner Brooks believes this item should be held for legal counsel review and for further discussion in the strategic planning session.

Commissioner Bauman motioned for staff to draft a formalized process to advance discussion items to action items. Commissioner Wilkinson made a second to the motion. All were in favor and the item was unanimously approved.

1. Discussion of Commissioner Wilkinson's email of Monday, August 18, 2003

Mr. Sheets stated that a working group agenda that would include pending projects and directives of the Board has been developed. Commissioner Wilkinson suggests the general manager provide a work in progress report during his report.

Commissioner Wilkinson motioned to have a work in progress report added to the agenda. Chairman Tobin seconded the motion. The motion carried.

Mr. Sheets stated that an agenda control process should be part of an overall discussion of how to conduct business. The clerk was requested to forward examples of agenda control documents to the Board.

Chairman Tobin motioned for a formal agenda procedure to be drafted. Commissioner Wilkinson seconded the motion. All were in favor.

Commissioner Wilkinson wants an 800 number established to access the general manager.

Chairman Tobin requested that all of Commissioner Wilkinson concerns be addressed by the general manager for formal action on the 17th of September or the 1st of October.

2. Discussion of web site services – Commissioner Bauman

The item was removed from the agenda until Commissioner Bauman speaks with Mr. Michaelson.

3. Discussion for possible action – Workshop meeting procedure, agenda and Advertisement – Chairman Tobin

This item was removed and will be discussed at the strategic planning workshop.

4. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin

The item was tabled until the next meeting.

5. Discussion of the scheduling of a strategic planning session and the request for a scope of service from a planning engineering firm – Commissioner Bauman

Commissioner Bauman stated that it is imperative that this issue be addressed because it's importance in demonstrating the KLWTD's readiness to qualify for future funding.

Mr. Sheets suggested that a facilitator be brought in to help develop a strategic plan along with the many other policy and procedural issues facing the Board. The clerk was directed to forward a sample strategic plan to the Board.

Mr. Sheets stated that a scope of service should be drafted for the update of the master plan and the work would be done by an engineer selected from the CCNA process.

Commissioner Bauman requested that the general manager begin drafting the scope of service for the master plan review and the development of the KLWTD strategic plan. Discussion ensued on the timing of the strategic planning session and master plan scope of work. Mr. Sheets stated that there are funds set in the contingency line item of the budget to be approved on 9/17 and that the Board needs a plan ready to avail themselves of future funding. A strategic planning session to develop a business plan to demonstrate to funding agencies that the KLWTD knows what to do if funded.

Commissioner Bauman made a motion to have the general manager develop an outline of the steps needed to accomplish the strategic plan and master plan review to be presented at a subsequent meeting. Commissioner Wilkinson seconded the motion. All were in favor.

6. Discussion on KLWTD physical public records location – Commissioner Brooks

The item was tabled until the next meeting.

7. Discussion of policy/procedure for moving discussion items forward – Chairman Tobin

Please see above.

Chairman Tobin stated that he had been informed that the 29% share of the \$100 million dollars might be in jeopardy. Commissioner Brooks continues to remind all those involved of the history of how the original award came about. Commissioner Brooks stated that the Intergovernmental Task Force was formed with local communities for the purpose of coordinating the distribution of federal money. Commissioner Brooks gave

the history of the how the share of 29% was cut from being for Key Largo to being marked for all of unincorporated Monroe County. Commissioner Brooks was told that the issue has been addressed to get the money back to Key Largo and that Representative Sorenson was involved and aware of all the developments. Commissioner Brooks stated that he has documentation (the minutes from the last Intergovernmental Task Force meeting) verifying that Key Largo would receive the 29% but to be successful it will take continued pressure. Commissioner Brooks stated that the SFWMD is the entity that would distribute the funds and that Cecilia Weaver is the Key's representative from SWFMD and will also monitor the situation.

Commissioner Brooks suggested that follow up on this issue be moved to the managers work in progress report. Commissioner Brooks stated that he would continue to update the Board on this issue and that Cecilia Weaver of SWFMD has been provided documents that prove Key Largo is to receive 29% of the allocation.

Chairman Tobin requested that Ms. Weaver be invited to attend a future KLWTD Board meeting.

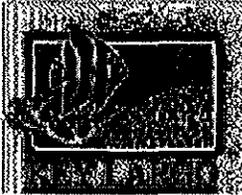
L. Meeting Adjournment

Commissioner Brooks made a motion to adjourn. Commissioner Bauman seconded the motion. Chairman Tobin adjourned the meeting at 7:50 P.M.

KLWTD Board Meeting October 15, 2003

Item F

Draft September 17, 2003 Minutes



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**Key Largo Wastewater Treatment District
Board of Commissioner's Meeting Minutes**

**4:00 PM Wednesday, September 17, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

BOARD MEMBERS PRESENT

Chairman Andrew Tobin
Commissioner Gary Bauman
Commissioner Cris Beaty
Commissioner Charles Brooks
Commissioner Jerry Wilkinson

STAFF MEMBERS PRESENT

Robert Sheets, General Manager
Charles L. Sweat, Director of Operations
David Miles, Chief Financial Officer
Jeff Weiler, Engineer
Ed Castle, Project Manager
Faith Doyle, Board Clerk

GUESTS PRESENT

Ms. Science Kilner, FEMA
Mr. Lawrence Frank, FEMA
Mr. Tom Evans, Tom Evans Environmental, Inc.
Mr. James Dotesh, Roediger
Mr. Charles Fishburn
Mr. Walter E. Messer, D.N. Higgins
Mr. Stu Oppenheim, Brown and Caldwell
Mr. Peter Kinsley, The Haskell Company
Mr. Joe Paterniti, Brown and Caldwell
Mr. Mike Longenecker, Key Largo resident
Mr. Robert E. Burt, KLTV
Mr. John Hammerstrom
Mr. Burke Cannon, IKLFHA

A. Call to Order – KLWTD Regular Meeting

Chairman Tobin called the meeting to order at 4:03 P.M.

B. Pledge of Allegiance

All stood and recited the pledge.

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C. Open Public Hearing on Resolution 2003-19 KLWTD FY2004 Budget

Chairman Tobin opened the public hearing at 4:05 P.M. and asked if there were any comments from the public on the KLWTD FY2004 Budget Resolution 2003-19. There being none he closed the public hearing and asked the Board for discussion on the Resolution.

D. Close Public Hearing

Chairman Tobin closed the public hearing at 4:07 P.M.

Commissioner Charles Brooks made a motion to approve Resolution 2003-19 KLWTD FY2004 Budget. Commissioner Wilkinson seconded the motion. All were in favor and the motion was unanimously approved.

E. Public Comment

Please see below.

F. Additions, Deletions or Corrections to the Agenda

Mr. Robert Sheets requested that representatives of FEMA present information on the Environmental Site Assessment (ESA). Ms. Science Kilner and Mr. Lawrence Frank were introduced. Ms. Kilner stated that the draft ESA was forwarded to Mr. Sheets for comments from the KLWTD. The public hearing will be scheduled for early November with a 30-day comment period prior to the hearing. After the public hearing and comment period a final ESA will be prepared and forwarded for the grant to be initiated and it would be administered by Miles Anderson of the D.C.A. Two major items are needed from the KLWTD for the ESA the draft report must contain the plan for assisting low and very low-income residents and a site mitigation plan along with several minor items. This information needs to be supplied by the KLWTD Board. Discussion ensued on the specifics of site mitigation and the plan for assisting low-income residents. Ms. Kilner suggested that the Fish and Wildlife Commission be contacted for assistance concerning the site mitigation plan.

Commissioner Wilkinson stated concern over the delay in the ESA process. Ms. Kilner stated that the ESA process was complicated and involved many different governmental entities. Commissioner Wilkinson asked where the alternate site is located. Ms. Kilner stated that it is at mile marker 98 and was suggested by the FCAA.

Chairman Tobin requested the General Manager to draft a summary of what actions are necessary to provide the information for the draft ESA to FEMA. Chairman Tobin suggested that if additional information after that point is needed then a public meeting could be held to advise the entire Board. It was noted that the contractors were present at the informational meeting and are aware of what is required of them. Mr. Sheet stated that the Board needs not be overly concerned about the alternative site; it needs to be available if there are catastrophic problems with the proposed site. The draft ESA was forwarded to WEC and Brown and Caldwell for their comments. Mr. Sheets will be formalizing the process for implementing a low-income assistance program that meets the requirements of the County program. He noted that the County had provided in the

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Interlocal Agreement to assist with the \$2,700 fee, however the KLWTD needs to address a program for running lines. Mr. Sheets will contact Mark Bell of Monroe County in the effort to prepare an implementation plan. Mr. Sheets stated that other issues do need to be addressed but after the comments are received the draft will be used for the public hearing and he suggested that a special meeting of the KLWTD be held to coincide with FEMA's public hearing. Mr. Sheets stated that at present the executed grant agreement should be in hand in January of 2004. Mr. Sheets noted that a revised project schedule would be provided to Miles Anderson of the DCA to inform him that the present delays were due to circumstances beyond the Board's control.

Further discussion ensued concerning the site mitigation plans and who is responsible for the costs. Further discussion ensued concerning the implementation of a low-income program.

Commissioner Brook asked what mechanism is used by FEMA to inform the Board that the necessary information has been provided. Ms. Kilner stated that the holding of the public hearing is an indication that all information was provided.

Ms. Kilner stated that if all information is received by October 15, the public hearing could be held on November 5, 2003 in Key Largo. Mr. Lawrence Frank stated that a draft of the forth-coming grant contract would be provided to the Board for review as soon as possible to assist in expediting the process.

Discussion ensued on the possibility of third party challenges that could delay the project.

Chairman Tobin requested that public comment be moved to after the engineers report.

G. Action Items

1. Approval of Resolution 2003-19 KLWTD FY2004 Budget

Please see above.

2. Approval of the Pending Payments List dated September 10, 2003

Commissioner Brooks motioned to approve the Pending Payments List contingent on being provided copies of the invoices after the fact. The motion died due to the lack of a second and the Chairman requesting the item be moved to later in the meeting.

H. General Manager's Report

1. Update on the request for information from potential Board Attorney Candidates

The Clerk informed the Board that the five lawyers requested by the Board to be contacted and the letter to be forwarded to the President of the Lower Keys Bar Association had be completed. Mr. Harvey Zeigler, Mr. Nicholas Mulik, Mr. John Jabro, Mr. Dirk Smits and Mr. James Lupino have responded. Mr. Mulik is not interested in submitting a statement of qualifications. Mr. Zeigler, Mr. Jabro, Mr. Smits and Mr.

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Lupino stated they would meet with the Board and forward statements of qualifications. Mr. Lupino is not available to meet on October 1, 2003. Presently for the October 1, 2003 meeting Mr. Ziegler is scheduled for 3:00 p.m., Mr. Smits for 4:00 p.m. and Mr. Jabro for 5:00 p.m. The Clerk will be forwarding the final schedule and the information provided to all Board members.

Commissioner Wilkinson stated concern over not having legal counsel present at the KLWTD meetings. Chairman Tobin stated that legal counsel is available by phone. Commissioner Brooks suggested that all the meetings with potential legal counsel be held on one day. Mr. Sheets requested that the Clerk reschedule the meetings for the 15th of October beginning at 4:00 p.m. Chairman Tobin stated that if not all are available for the 15th the 1st of October should be offered.

Mr. Sheets stated that although legal counsel was not present this evening that legal counsel would be consulted on several agenda items for October 1, 2003 and would need to be present at the meeting.

I. Legal Counsel's Report

No report was presented.

J. Engineer's Report

1. Presentation by the Project Team on the results of the Kick-off meeting and discussion of the implementation of the Draft Concept Review Submittal

Mr. Sheets stated that the team has provided the Draft Concept Review Submittal (DCRS) to staff and it would be forwarded to the Board members as soon as possible.

Mr. Sheets stated that the team would make a recommendation on Airvac/Roovac but requires additional information before providing a recommendation USBF/SBR but would have one prepared for the October 1, 2003 meeting. Information would be provided during the presentation giving alternatives on the completion of KLP as requested by the Board. Mr. Sheets stated that several different alternatives are being offered by Haskell and staff would like direction from the Board on what alternative should be pursued. Mr. Sheets stated that Tim Banks of DCA is considering combining the two projects into one unified project. Mr. Banks has requested documentation on the projects prior to his decision. Mr. Sheets would have more information for the Board at the October 1, 2003 meeting.

Chairman Tobin introduced Mr. Peter Kinsley of the Haskell Company. Mr. Kinsley introduced Mr. Stu Oppenheim, Vice-President of Operations for Brown and Caldwell, and will oversee the entire design of the project from the Miami office. Mr. Ted Hortenstein was introduced as the principal of the secondary treatment design, the plant and works from the Orlando office. Mr. Joe Paterniti was introduced as the principal to oversee the vacuum collection system for Brown and Caldwell and works from the Miami office. Mr. Walter Messer, Vice President of Operations for D.N. Higgins was introduced.

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The Haskell Company and Brown and Caldwell made a presentation on the DCRS, which included information on Airvac/Roevac.

Mr. Kinsley presented the information on combining the KLP and KLTV project and including the Sunset Waterways subdivision. Mr. Kinsley stated that the Board had requested alternatives on having all vacant lots provided service and two additional scenarios were provided to accomplish the task.

Discussion ensued on the alternatives, the cost to the resident to install the system and the probability that all the vacant lots could be developed. Mr. Kinsley stated that more information would be necessary to make an informed decision.

Mr. Kinsley stated that he looks forward to working with the KLWTD in accomplishing all the goals of the Board.

Commissioner Bauman asked Mr. Kinsley his thoughts on the February 1, 2004 date. Mr. Kinsley is concerned with it and the likelihood that ground breaking on the plant would not happen in 2003, however occasionally the DEP allows other phases of a project to begin prior to ground breaking. Mr. Sheets stated that depending upon the combining of the projects the project schedule would be revised and that would adjust all of the funding deadlines into the future.

Chairman Tobin recessed the meeting at 6:25 p.m.
Chairman Tobin reconvened the meeting at 6:40 p.m.

Mr. Sheets requested direction from the Board on the team's recommendation on the Airvac/Roevac issue if not tonight then on October 1, 2003, also for October 1st the recommendation for USBF/SBR would be provided to the Board. These two decisions would impact when the 30% design submittals would be completed.

Mr. Sheets stated that he requires direction from the Board this evening concerning the proposal from Haskell on combining the projects and if it cannot be given tonight it would need to be discussed at the October 1st meeting.

Chairman Tobin stated that he would require additional time to review the information provided prior to voting on Airvac/Roevac, USBF/SPR or the Haskell proposal to combine the projects and would like it to be on the agenda for the next meeting. Chairman Tobin stated that concerning the Haskell proposal funding must be identified prior to a decision. He requested that memorandums outlining what had been discussed by the project team at their meetings be provided to the Board to better prepare the Board.

Commissioner Bauman stated that there is no other choice than to have one engineer for the entire project and it should move forward as quickly as possible.

Commissioner Beaty would like to review the information provided and consult with Charles Fishburn on his opinions concerning the processes being suggested.

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Commissioner Brooks stated concern on not receiving information in sufficient time to review prior to making decisions along with the need for updates from staff on meetings outside of Board meetings. Commissioner Brooks believes that one engineer is the best course but he has questions on the transferring of costs from WEC to Haskell. Mr. Weiler states that for the Engineer of Record services he would reduce his costs by \$19,000. Mr. Weiler stated that Haskell's proposed fees are fair and reasonable considering the amount of redesigning work that is required. Commissioner Brooks asked how much more Haskell would be costing the KLWTD as Engineer of Record. Mr. Kinsley stated that the amount enumerated in the proposal is \$80,000 however, in his opinion, Mr. Weiler may not have been provided with the details on the redesign work to have properly cost the project. Mr. Sheets interjected that it may not be appropriate to request the engineers to debate cost comparisons that are not apples to apples. Mr. Sheets recommends that a complete comparison be provided so that the Board could see the specific benefits of their decision. Commissioner Brooks stated that he would appreciate more time to review the information although he feels that the proposal is very good and has received an initial recommendation from the KLWTD Engineer.

Mr. Sheets stated that if it is the consensus of the Board, staff would prepare a memorandum outlining the scope of work that would be provided by Haskell under a unified project. Chairman Tobin stated that it was always the wishes of the Board to have one project and from a policy standpoint the Board is united on this point.

Commissioner Wilkinson gave a report on his attendance at the project team meetings. He is ready to fully support the use of Roovac but agrees with the Board that a vote on the issue can be held until the next meeting. Commissioner Wilkinson stated that one engineer is the best alternative, however the funding must be identified prior to a decision being made. Commissioner Wilkinson stated that he has an opinion on the USBF/SBR choice but would like to see documentation prior to voting on the issue.

Chairman Tobin asked if the information provided to Commissioner Wilkinson would be shared with the other members of the Board. Mr. Kinsley stated that he is also awaiting information prior to recommending USBF/SBR and that he would provide information to the Board concerning the issue.

Commissioner Brooks stated that he would like the facts used for the recommendation in the event Haskell recommends something other than what the Board would recommend.

Chairman Tobin believes a more in depth analysis of the treatment plant would be required before making a decision. Mr. Sheets stated that all information would be incorporated into the agenda package for the Board's review.

Commissioner Wilkinson believes that the major decision will be Airvac/Roovac because most of the cost is involved with it and it will be buried in the ground and difficult to update if necessary. The plant decision is only 20% of the overall cost of the project and will be more accessible if alterations are necessary.

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Mr. Sheets stated that to avoid any unnecessary confusion, how the recommendations are presented should be decided by the Board. Commissioner Bauman stated that he does not want to participate in lengthy presentation by vendors and that he will support the recommendations of staff. Commissioner Wilkinson believes that if the Board goes against the recommendation of the Engineer it would result in no warranty for the project.

Chairman Tobin stated that to improve the comfort level of the Board members that the recommendation should be presented along with supporting details.

Mr. Sheets stated that the recommendation would be made in a pros/cons format along with supporting information from Haskell.

Chairman Tobin brought the Pending Payments List back to the floor for consideration.

Commissioner Brooks motioned to approve the Pending Payments List except for the Lewis Longman and Walker invoice because there was insufficient time to review it. Commissioner Wilkinson seconded the motion. All were in favor and the item was unanimously approved.

Chairman Tobin asked the Clerk to provide electronic copies of the Lewis Longman and Walter invoices to the Board members on an ongoing basis. Mr. David Miles stated that he would scan them and forward them to the Board.

K. Commissioner's Items

1. Discussion of the intent of the Interlocal agreement in reference to the sharing of existing and future grants – Chairman Tobin

Chairman Tobin requested that the item be removed from the agenda. It was the consensus of the Board to support the continued participation with the Intergovernmental Task Force and the securing of the original share of funding apportioned to the KLWTD. Commissioner Brooks distributed historical information from the Intergovernmental Taskforce to the other Board members along with a newspaper article concerning the issue of future funds that are becoming available. Chairman Tobin stated that if a resolution is necessary in the future it would be in the best interest of the KLWTD to affirm it formally and requested Commissioner Brooks to advise the Board in the future if it is required.

2. Discussion on KLWTD physical public records location – Commissioner Brooks

Commissioner Brooks would like as soon as possible to have public records available to the public in a common area. The library was suggested for retaining the documents for public review. The copies being retained by Commissioner Beaty as the official secretary of the Board would continue. The Clerk has verified with the library that they would maintain the records if provided to them. Commissioner Brooks would like to see the agendas, minutes and contracts provided, however the agenda being provided prior to meetings could be a difficulty. Discussion ensued on the specifics of duplicating the records and providing them to the library. It was suggested that the agenda be provided

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electronically prior to the meeting without back up information being provided at a later time. It was the consensus of the Board that contracts need not be included and the library should not be a complete replication of the KLWTD records.

Commissioner Brooks made a motion to approve the Clerk to initiate a minute book, agenda book and resolutions book at the library as soon as possible. Commissioner Wilkinson seconded the motion. All were in favor and the motion carried. Staff was directed to bring back a formal resolution for action at the next meeting.

3. Discussion on advertising each regular meeting in the Free Press or Reporter as a display ad – Commissioner Wilkinson

Commissioner Wilkinson stated that he had requested information concerning the advertising requirements for the KLWTD from the attorney generals office. Chairman Tobin stated that he had a telephone conversation with a member of the attorney generals staff that a request for an opinion would need to be done formally by letter. Chairman Tobin believes that with the present statutes on the special districts advertising requirements that it may not be necessary. Commissioner Wilkinson states that his main concern is that advertisements are not reaching the Key Largo citizens by advertising in the Key West Citizen and he would like to see the response of the attorney general on the issue. Chairman Tobin stated that there is an ambiguity in the statute but it has been lobbied previously without success. Commissioner Bauman believes that with the negotiated reduced rate with the Free Press it would not be difficult to maintain advertisements in both publications. Commissioner Brooks comments that this issue is minor in relation to the other issues facing the KLWTD and suggests that sewerage Key Largo be paramount to the KLWTD Board and advertising the meetings be secondary. Chairman Tobin stated that in the future as time permits the Board pursue having the law amended.

Discussion ensued on drafting a letter to the attorney general requesting an opinion. Commissioner Wilkinson suggested drafting the letter and bringing it back for Board consideration. Chairman Tobin requested that Mr. Sheets review the statute and provide the Board with a recommendation on the issue. Chairman Tobin requested this discussion item be moved to an action item at the General Managers discretion.

4. Discussion of future ground breaking ceremonies – Chairman Tobin

Chairman Tobin requested that the item be removed from the agenda.

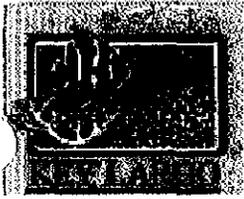
L. Meeting Adjournment

Chairman Tobin adjourned the meeting at 7:50 p.m.

KLWTD Board Meeting October 15, 2003

Item G

Local Legal Counsel



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations

FROM: Faith Doyle, KLWTD Board Clerk

DATE: October 8, 2003

RE: Withdrawal of local legal counsel interviewees.

Dear Commissioners:

Please be advised that on September 12, 2003 Mr. Nicholas Mulik contacted the Tallahassee Government Services Group, Inc. offices by telephone in response to the letter of request for a statement of qualifications. Mr. Mulik informed us that he was not interested in making a submission for consideration.

Attached is a letter from S. Harvey Ziegler, Esq. for your information requesting his name be withdrawn from consideration.

Also attached is a copy of an email from John Jabro to me dated October 7, 2003 withdrawing his name from consideration.

The submittals forwarded from Mr. Dirk M. Smits, Mr. James Lupino and Mr. Thomas Dillon are included for your review and consideration.

10/6 - Scanned at 10:00 AM 10/6/03

**S. Harvey Ziegler, Esq.
41 Jolly Roger Drive
Key Largo, FL33037
(305) 852-5257 fax 852-0523
shzesq@bellsouth.net**

September 23, 2003

Re: Board Attorney Position

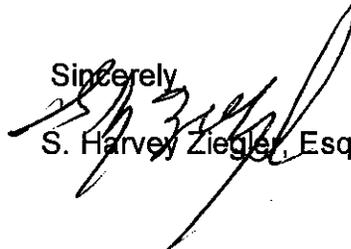
Key Largo Waste water Treatment District
PO Box 491
Key Largo, FL 33037

Dear Mr Sheets:

This letter is to advise you that I wish my name to be withdrawn as a candidate for the position of board attorney. The scope of the job description which includes more then advising at meetings is more then I contemplated and would complicate my early taking of social security. I also am not interested in competing with a lawyer in a large firm who I am advised is willing to work for paralegal rates. As full time resident of Key Largo please be sure the board keeps in mind the difference between value and just cheap, you generally get what you pay for and an exceeding low hourly generally means more hours.

I wish you and the board well in this major undertaking and look forward to the services you will provide the community,

Sincerely,


S. Harvey Ziegler, Esq.

Faith Doyle

From: JJabro@aol.com
Sent: Tuesday, October 07, 2003 12:12 PM
o: fdoyle@govmserv.com
Subject: No Subject

Hello Faith:

This will confirm our most recent conversation. As I stated, I have been contacted by several clients who object to my serving as counsel to the Key Largo Wastewater Board. For this reason, I will not submit my resume or application for consideration by the Board.

John Jabro

VERNIS & BOWLING

OF THE FLORIDA KEYS, P.A.

Attorneys At Law

The Islamorada Professional Center

81990 Overseas Highway, 3rd Floor

Islamorada, Florida 33036

Telephone (305) 664-4675

Telecopier (305) 664-5414

September 12, 2003

Mr. Robert E. Sheets

Via Email: rsheets@govserv.com

RE: Key Largo Wastewater Management Board

Dear Mr. Sheets:

I am submitting the following as a proposal to serve as the Key Largo Wastewater Board's attorney for a one year period. I thank you for the opportunity to work for the Wastewater Board and appreciate your inquiry.

I. BACKGROUND

I and the members of my firm have extensive local government law experience with particular emphasis here in Monroe County. Representative clients include Florida Keys Mosquito Control District, the District School Board of Monroe County, the City of Layton, the Department of Transportation, and the Florida Highway Patrol. Primarily, with regard to the State of Florida entities, representation has been for purposes of litigation. I and the members of my firm have tried both jury and non-jury trials to each and every Judge in this County from Small Claims to Circuit Court as well as representing government clients before Federal Courts in the Southern District of Florida. Members of my firm also have experience throughout all Florida Appellate Courts and I personally have argued before the Supreme Court of the State of Florida.

In my capacity as District School Board Attorney, Mosquito Control Board Attorney and City Attorney for Layton, I have extensive experience with public contracting, bidding/procurement issues as well as an extensive amount of experience in open government and public record laws. I am confident that I and the members of my firm can provide cost effective local service for the Key Largo Wastewater Management Board.

II. SCOPE OF SERVICES

I understand that you would like a local counsel to attend all Board meetings, and speak with Board members and executive staff on an 'as needed' basis.

Because of the uncertainty of your needs and the desire to economize, I have included as much of the legal services needed as possible into a retainer. The items mentioned above including special meetings, budget meetings and regular meetings, can be accomplished for a monthly retainer of \$400.00.

Contract review, litigation (if necessary), or other administrative or adversarial proceedings would be billed at our government rate of \$95.00 per hour. This is based upon my estimate that your work load would be equivalent to that of the Florida Keys Mosquito Control District. This is my arrangement with them and also with the City of Layton. Both entities get their monies worth on the retainer portion because in meetings alone, our time far exceeds what we would normally bill for such meetings. As for the hourly projects, we would agree to provide a legal budget for each as the need arises to give better control and accountability to your Board.

I have previously forwarded you a resume and I would suggest that you speak with any member of the School Board, any member of the Florida Keys Mosquito Control District, or any members of the administration of these entities as well as anyone at the City of Layton or Layton City Council to discuss the quality of my work.

I sincerely hope that we can work together.

Respectfully submitted,

Dirk M. Smits
DMS:jd

VERNIS & BOWLING OF MIAMI, P.A.
1680 N.E. 135 St.
Miami, FL 33181
Tel. (305) 895-3035
Fax (305) 892-1260

VERNIS & BOWLING OF BROWARD, P.A.
2514 Hollywood Blvd., Ste. 408
Hollywood, FL 33020
Tel. (954) 927-5330
Fax (954) 927-5320

VERNIS & BOWLING OF PALM BEACH, P.A.
884 U.S. Highway 1
N. Palm Beach, FL 33408
Tel. (561) 845-8781
Fax (561) 845-8383

VERNIS & BOWLING OF SOUTHWEST FL., P.A.
2369 W. First St.
Ft. Myers, FL 33901
Tel. (941) 334-3035
Fax (941) 334-7702

VERNIS & BOWLING OF THE GULF COAST, P.A.
1346 S. Ft. Harrison Ave.
Clearwater, FL 33756
Tel. (727) 443-3377
Fax (727) 443-6828

VERNIS & BOWLING OF CENTRAL FL., P.A.
Surety Bank Bldg, 3rd Fl.
990 N. Woodland Blvd.
DeLand, FL 32720
Tel. (386) 734-2505
Fax (386) 734-3441

VERNIS & BOWLING OF NORTHWEST FL., P.A.
635 W. Garden St.
P.O. Box 12108
Pensacola, FL 32590
Tel. (850) 433-5461
Fax (850) 433-0420

VERNIS & BOWLING OF NORTH FLORIDA, P.A.
10151 Deerwood Pk. Blvd.
Bldg. 200, Ste. 250
Jacksonville, FL 32256
Tel. (904) 371-3050
Fax (904) 371-3051



DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.
ATTORNEYS AT LAW

81990 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036
TELEPHONE: (305) 664-4675
FACSIMILE: (305) 664-5414

EDUCATION

University of Miami School of Law, Coral Gables, FL
Juris Doctor graduated Cum Laude

Honors: Dean's List 2 of 6 semesters, Dean's Honor Scholarship

A.B. Freeman School of Business, Tulane University, New Orleans, LA
Bachelor of Science in Management with concentration in accounting.

Honors: Dean's List 3 of 6 semesters, Beta Alpha Psi Honor Society

Organizations: Upper Keys Bar Association; Academy of Defense Trial Attorneys
Chairman, Bar Grievance Committee 16A

Supreme Court Certified Circuit and County Court Mediator

EXPERIENCE

Firm Manager, VERNIS & BOWLING OF THE FLORIDA KEYS, P.A., Islamorada, FL
Responsible for full-time handling of all aspects of arbitration, trial, general commercial representation and appellate practice in Monroe County, Florida. Attorney for the Florida Keys Mosquito Control District, Monroe County School Board (for litigation as well as interim Board Attorney) and Florida Keys Children's Shelter, City of Layton and the State of Florida entities in the Florida Keys. Litigation and trial experience in State and Federal Courts in Monroe County, 3rd and 4th DCA, and the Florida Supreme Court. Areas of practice include general commercial litigation and arbitration, emphasis in government, personal injury, defense work and employment law including sexual harassment, Americans with Disabilities Act (ADA), Age Discrimination Employment Act (ADEA), whistle blower actions and Title VII defense practice. Other employment practice areas include Employee Retirement Income Security Act litigation (ERISA). June 1997 - Present. Recently published cases *Florida Dept. Of Transportation v. Juliano* WL 310 15510 (3rd DCA 2002) SC = 801 So.2d 101 (Fla. 2001)

DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.

EXPERIENCE (continued)

**Senior Associate Attorney/Independent Contractor,
LAW OFFICES OF ARTHUR C. KOSKI, Boca Raton, FL**

Ran own independent personal injury plaintiff and defense trial practice in conjunction with being responsible for handling all aspects of arbitration, trial and appellate practice for the Law Offices of Arthur C. Koski. Trial experience in State and Federal court cases, jury and non-jury. Areas of practice include general commercial representation, litigation and arbitration, plaintiff and defendant personal injury, Federal ADEA and sexual harassment defense, and general employment law, general representation of the Greater Boca Raton Beach Tax District as well as domestic relations.
April 1995 -June 1997.

**Senior Associate/Attorney,
ZACK, PONCE & TUCKER, P.A., Miami, FL**

Responsible for all aspects of complex litigation, from inception to conclusion. Argued motions. Handled all phases of discovery including depositions of fact and various witnesses in the medical, bio-mechanical, economic and vocational rehabilitationist fields. Participated in settlement negotiations, mediations and trial preparation. Fully briefed and argued appeals in N.P.B.A., et. al. v. Calabro, Case No. 94-1598, and City of Miami Beach, et. al. v. Garcia, Case No. 94-879 and 94-549. Areas of concentration include plaintiff and defendant personal injury, automobile, products liability, medical malpractice and other professional malpractice, commercial work for Fortune 500 companies as well as other commercial clients.
June 1993 - April 1995.

**Associate/ Attorney,
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, Miami, FL**

Participated in trial of Wenger v. Arai Helmet. Argued motions. Prepared all aspects of cases for trial. Took and defended depositions of witnesses. Settled cases. Drafted trial and appellate briefs. Drafted motions, pleadings, discovery, client reports and correspondence. Researched Federal and State laws. Areas of practice include general insurance defense litigation, commercial litigation and insurance coverage analysis.
August 1991 - June 1993.

References available upon request.

Law Offices
Hershoff & Lupino, L.L.P.

90130 OLD HIGHWAY

TAVERNIER, FLORIDA 33070

(305) 852-8440 • (305) 852-8848 FAX

ATTORNEYS AT LAW

JAY A. HERSHOFF

JAMES S. LUPINO

KURT A. VON GONTEN

VICTORIA R. BRENNAN

JESSICA ROTHENBERG

ROBERT C. STOBER

RUSSELL A. YAGEL

LAND USE COORDINATOR
PETER D. BACHELER

September 18, 2003

Ms. Faith Doyle
614 N. Wymore Road
Winter Park, FL 32789

Dear Ms. Doyle:

As we discussed, I will not be available for the October 1, 2003 meeting, but here is my resume.

If you have any questions, please feel free to call.

Sincerely,



JAMES S. LUPINO, ESQUIRE

JSL.dkc

dictated but not read to expedite delivery

Enclosure

HALUPINO\Doyle 091803.wpd

JAMES S. LUPINO, ESQ.

Hershoff & Lupino, LLP
90130 Old Highway
Tavernier, FL 33070
(305) 852-8440

LEGAL EXPERIENCE

<i>Hershoff & Lupino, LLP</i>	<i>2003 - present</i>
<i>Hershoff, Lupino & Mulick, LLP</i> <i>Tavernier, Florida</i>	<i>1999 - 2003</i>
<i>Hershoff & Lupino, LLP</i>	<i>1998 - 1999</i>
<i>Hershoff, Lupino & DeFoor, LLP</i>	<i>1996 - 1998</i>
<i>Hershoff, Lupino, DeFoor & Gregg</i> <i>a Partnership including Professional Associations</i> <i>Tavernier, Florida</i>	<i>1995-1996</i>
<i>Storace, Lupino, Gregg & Casey</i> <i>a Partnership including Professional Associations</i> <i>Key Largo & Miami, Florida</i>	<i>1993-1995</i>
<i>Storace & Lupino</i> <i>a Partnership including Professional Associations</i> <i>Miami, Florida</i>	<i>1980- 1993</i>
<i>Lonestar Industries, Inc.</i> <i>Miami, Florida & Greenwich, Connecticut</i> <i>In-house counsel</i>	<i>1978 - 1979</i>
<i>Thompson, Nordby & Peterson</i> <i>St. Paul, Minnesota</i> <i>Law Clerk & Lawyer</i>	<i>1975 - 1977</i>

ADMITTED

1977, Minnesota, U.S. District Court, District of Minnesota and Florida
1982, U.S. District Court, Southern District of Florida

AREAS OF EXPERTISE

Commercial litigation, real estate, corporate and business law, contracts, civil litigation, probate, negotiations, acquisitions and liquidations.

NON-LEGAL EXPERIENCE

<i>Lonestar Industries, Inc. - Research & Real Estate Division</i> <i>Ft. Lauderdale, Florida</i>	<i>1974</i>
--	-------------

EDUCATION

Augustana College, Sioux Falls, SD
Hamline University of Law, St. Paul, MN

(B.S. - 1974)
(J.D. -1977)

MEMBERSHIPS/BOARDS

- *Florida Bar Association* 1977 - present
- *Minnesota Bar Association* 1977 - present
- *Colorado Bar Association* 1997 - present
- *Florida Bar Board of Governors* 1999 - present
- *Key Largo Chamber of Commerce, Board of Directors* 1998 - present
- *Community Bank of Florida, Regional Board of Directors* 1999 - present
- *Attorney's Title Insurance Co.* 1991 - present
- *Island Dolphin Care, Inc., Board of Directors* 1997- present
- *Keys Academy of Marine Science, Inc., Board of Directors* 1999 - present
- *Certified Circuit Court and County Court Mediator* 1995 - present
- *Leadership Monroe County, Board of Directors* 1997 - 2000
- *Florida Bar 16A Grievance Committee* 1995 - 1998

OTHER AFFILIATIONS

- *Sigma Nu Phi Legal Fraternity*
- *American Trial Lawyers Association*
- *American Bar Association*
- *Rotary*

Rated 'AV' by Martindale-Hubbell

THOMAS M. DILLON
94220 Overseas Highway, Unit 2B
Tavernier, Florida 33070-3005

852-1996 (HOME/OFFICE); E-MAIL: LARGOSUNSET@HOTMAIL.COM

OBJECTIVE

TO HELP FIND AND IMPLEMENT CREATIVE SOLUTIONS TO COMPLEX PROBLEMS

SUMMARY OF QUALIFICATIONS

HIGHLY MOTIVATED, RESULTS-ORIENTED LEGAL PROFESSIONAL WITH HANDS-ON EXPERIENCE IN GOVERNMENT PROCUREMENT, ESTABLISHMENT OF BUSINESS ORGANIZATIONS, CONSTRUCTION, REGULATORY, AND ENVIRONMENTAL ISSUES. ANALYTICAL, SKILLED IN NEGOTIATION, EXPERIENCED IN FORMULATION AND IMPLEMENTATION OF PROCUREMENT AND LITIGATION STRATEGY. DEMONSTRATED TRACK RECORD IN LARGE SCALE PROCUREMENTS IN REMOTE LOCATIONS, INCLUDING ALASKA AND RUSSIA. EXTENSIVE EXPERIENCE IN BUSINESS ORGANIZATIONS, CONSTRUCTION, ADMINISTRATIVE LAW. EXCELLENT INTERPERSONAL SKILLS AND COMMUNICATIONS SKILLS WITH INDIVIDUALS AT ALL LEVELS. EXPERIENCED IN COMPLEX LITIGATION OF CONSTRUCTION CLAIMS, PROCUREMENT DISPUTES, AND EMINENT DOMAIN PROCEEDINGS.

AREAS OF LEGAL EXPERIENCE

CIVIL LITIGATION	GOVERNMENT PROCUREMENT	ADMINISTRATIVE LAW	BUSINESS ORGANIZATIONS
REGULATORY COMPLIANCE AND LICENSING		CONSTITUTIONAL LAW	REAL PROPERTY

SELECTED ACCOMPLISHMENTS

- AS ASSISTANT ATTORNEY GENERAL FOR THE STATE OF ALASKA, PROVIDED LEGAL ADVICE IN CONNECTION WITH STATE PROCUREMENT, INCLUDING FORMULATION OF SOLICITATION, DEVELOPMENT AND NEGOTIATION OF CONTRACT TERMS, AND NEGOTIATION AND LITIGATION OF CONTRACT DISPUTES.
- AS OUTSIDE COUNSEL TO EXXON COMPANY, U.S.A., A DIVISION OF EXXON CORPORATION, PROVIDED LEGAL SERVICES INCLUDING NEGOTIATION AND DRAFTING OF NUMEROUS CONTRACTS FOR THE PROCUREMENT OF GOODS AND SERVICES UTILIZED IN THE EXXON VALDEZ OIL SPILL RESPONSE. DEVELOPED PROCEDURES FOR USE IN THE REMOTE LOCATION OF VALDEZ, ALASKA, INTENDED TO EMULATE CONTRACT REVIEW AND APPROVAL PROCESSES USED IN NORMAL EXXON PROCUREMENT ACTIVITIES. MANAGED OUTSIDE COUNSEL LITIGATING MORE THAN 70 CASES IN ANCHORAGE, PORTLAND, AND SAN FRANCISCO, ARISING OUT OF THE EXXON VALDEZ OIL SPILL OPERATIONS, INCLUDING CONTRACT DISPUTES, VESSEL CHARTER DISPUTES, AND PERSONAL INJURIES. DEVELOPED CLAIMS SETTLEMENT PROCEDURES RESULTING IN EXPEDITED RESOLUTION OF MORE THAN 90% OF DAMAGE CLAIMS ARISING OUT OF THE SPILL RESPONSE AND CLEANUP OPERATIONS.
- AS COUNSEL TO MACTEL, INC., PROVIDED LEGAL SERVICES IN CONNECTION WITH ACQUISITION OF A CELLULAR TELEPHONE SYSTEM COVERING NORTHERN ALASKA, INCLUDING ASSISTANCE IN DUE DILIGENCE RECORD REVIEW, NEGOTIATION OF ACQUISITION TERMS, AND DRAFTING OF ACQUISITION DOCUMENTS.
- AS COUNSEL TO ALASKA CLEAN SEAS, EXXON COMPANY, U.S.A., A DIVISION OF EXXON CORPORATION, AND BRITISH PETROLEUM, HANDLED RESOLUTION OF NUMEROUS CITATIONS BY THE ALASKA DEPARTMENT OF LABOR, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH.
- PROVIDED LEGAL SERVICES IN CONNECTION WITH THE ORGANIZATION AND LATER REORGANIZATION OF ALASKA CLEAN SEAS, COOK INLET SPILL PREVENTION AND RESPONSE, INC. SOUTHEAST ALASKA PETROLEUM RESOURCE ORGANIZATION, INC., AND ALASKA CHADUX CORPORATION, ALL NON-PROFIT OIL SPILL RESPONSE COOPERATIVES. PROVIDED ASSISTANCE WITH TAX ISSUES, PROCUREMENT ISSUES, AND COMMERCIAL TRANSACTIONS.
- AS COUNSEL TO HARTEC MANAGEMENT CONSULTANTS, INC., RECRUITED A TEAM OF INTERNATIONAL LAWYERS TO ASSIST IN NEGOTIATION OF CONTRACTS AND FORMULATION OF FOREIGN AND DOMESTIC TAX STRATEGIES IN CONNECTION WITH RESPONSE TO THE KOMI OIL SPILL, KOMI REPUBLIC, RUSSIAN FEDERATION. WORKED WITH LOCAL COUNSEL TO ESTABLISH CORPORATIONS IN THE REPUBLIC OF CYPRUS.
- AS COUNSEL TO MACTEL, INC., AND HARTEC MANAGEMENT CONSULTANTS, INC., NEGOTIATED AND DRAFTED MAJOR LONG-TERM COLLECTIVE BARGAINING AGREEMENTS.

- SERVED AS NEGOTIATOR REPRESENTING THE TIMBER INDUSTRY IN SUCCESSFUL EFFORT TO DRAFT AND PASS LEGISLATION GOVERNING TIMBER HARVESTING IN ALASKA, INCLUDING THE ALASKA FOREST PRACTICES ACT AND REGULATIONS.

PROFESSIONAL EXPERIENCE

ASSISTANT ATTORNEY GENERAL, STATE OF ALASKA, TRANSPORTATION- ANCHORAGE, ALASKA, 1998 - 2003

PROVIDING LEGAL SERVICES TO DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, ALASKA COURT SYSTEM, AND DIVISION OF EMERGENCY SERVICES, PRIMARILY IN THE FIELDS OF PROCUREMENT AND CONSTRUCTION LITIGATION, EMINENT DOMAIN, REGULATORY LAW, AND REAL PROPERTY LAW.

- *SEE ACCOMPANYING STATE OF ALASKA PERFORMANCE EVALUATION REPORTS.*

THOMAS M. DILLON, P.C. - ANCHORAGE, ALASKA, 1989 - 1998

PRIVATE PRACTICE EMPHASIZING COMMERCIAL LAW, OIL SPILL RESPONSE, AND NATURAL RESOURCE DEVELOPMENT. CIVIL LITIGATION AND ARBITRATION. NEGOTIATION AND DRAFTING OF SERVICE AND LABOR CONTRACTS. RESPONSIBLE FOR NEGOTIATING AND DRAFTING CONTRACTS FOR RESPONSE EFFORTS FOLLOWING THE *EXXON VALDEZ* OIL SPILL, AND SUPERVISING LITIGATION ARISING OUT OF SPILL RESPONSE OPERATIONS. COUNSEL TO CLIENTS INCLUDING ALASKA CLEAN SEAS, ATU LONG DISTANCE, INC., BRITISH PETROLEUM, COOK INLET SPILL PREVENTION AND RESPONSE, INC., EXXON COMPANY U.S.A., MACTEL, INC., AND OTHERS.

- *PROVIDED ADVICE ON GENERAL COMMERCIAL ISSUES, LABOR LAW, AND CONTRACTING.*
- *ESTABLISHED PRIORITIES REGARDING SAFETY, RISK MANAGEMENT, ACCOUNTING AND BUSINESS PRACTICES IMPLEMENTED IN EXXON CONTRACTS TO MINIMIZE EXPOSURE TO LITIGATION IN CONNECTION WITH THE EXXON VALDEZ SPILL.*
- *SECURED WAIVERS OF DOCUMENTATION REQUIREMENTS TO ALLOW FOREIGN VESSELS TO WORK ON THE EXXON VALDEZ CLEANUP IN ORDER TO AUGMENT THE INADEQUATE SUPPLY OF AVAILABLE VESSELS OF THE UNITED STATES.*
- *WORKED WITH EXXON STAFF AND STATE OFFICIALS TO ENSURE THAT LOCAL CONTRACTORS COMPLIED WITH STATE UNEMPLOYMENT AND WORKERS' COMPENSATION LAWS.*

COPELAND, LANDYE, BENNETT & WOLF - ANCHORAGE, ALASKA, 1988 - 1989

LEGAL REPRESENTATION OF THE TIMBER INDUSTRY IN A NEGOTIATED STATUTORY DRAFTING PROCESS INCLUDING STATE RESOURCE AGENCIES, FISHING INTERESTS, ENVIRONMENTAL GROUPS, AND TIMBER OWNERS. PARTICIPATED ACTIVELY IN DRAFTING OF THE FOREST PRACTICES ACT, UTILIZING EXPERIENCE GAINED IN PLANNING AND ZONING, COASTAL ZONE MANAGEMENT, AND ENVIRONMENTAL LAW.

- *ORIGINATED THE APPLICATION OF THE "DUE DEFERENCE" CONCEPT TO GOVERN CONFLICTS BETWEEN THE VARIOUS STATE RESOURCE AGENCIES WITH RESPECT TO FOREST PRACTICES.*

EXXON COMPANY, U.S.A. - ALASKA AND CALIFORNIA, 1979 - 1987

STAFF ATTORNEY IN ALASKA AND SOUTHERN CALIFORNIA. INVOLVED IN MARINE CONSTRUCTION, CONTRACT NEGOTIATION, RISK MANAGEMENT, TAXATION, AND LAND USE ISSUES RELATIVE TO OIL AND GAS DEVELOPMENT. PROVIDED ADVICE REGARDING REGULATORY COMPLIANCE AND LABOR LAWS, COMPLIANCE WITH STATE LAWS, AND NEGOTIATION, DRAFTING, AND DISPUTE RESOLUTION IN SUPPORT CONTRACTS FOR EXPLORATORY DRILLING.

- *SUCCESSFULLY MANAGED AIR QUALITY PERMITTING EFFORTS TO ALLOW CONSTRUCTION OF EXXON'S LOS FLORES CANYON FACILITY IN SANTA BARBARA COUNTY, CALIFORNIA. THIS WORK INCLUDED AN ADMINISTRATIVE HEARING SPANNING SIX WEEKS.*
- *CHAIRMAN OF ALASKA OIL AND GAS ASSOCIATION LEGAL COMMITTEE*
- *LED ALASKA OIL AND GAS ASSOCIATION EFFORTS IN NEGOTIATION AND DRAFTING OF OIL AND GAS UNITIZATION REGULATIONS.*
- *REPRESENTED EXXON IN WESTERN OIL AND GAS ASSOCIATION EFFORTS WITH REGARD TO NEGOTIATED RULEMAKING FOR AIR QUALITY REGULATIONS FOR THE OUTER CONTINENTAL SHELF OFFSHORE SOUTHERN CALIFORNIA.*

STATE BAR ADMISSIONS - Florida (2003), ALASKA (1982), CALIFORNIA (1978, INACTIVE), WASHINGTON (1987, INACTIVE)

EDUCATION

JD UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF THE LAW, SAN FRANCISCO, CALIFORNIA (DEC. 1977)

MS UNIVERSITY OF CALGARY, ALBERTA, CANADA (1973)

BA KENT STATE UNIVERSITY, KENT, OHIO (1971)

KLWTD Board Meeting October 15, 2003

Item H -1

**Approval of Resolution 2003-20 to
Provide Copies of KLWTD Documents
to the Key Largo Public Library**

RESOLUTION 2003-20

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT, TO PROVIDE COPIES OF THE KLWTD AGENDAS, MINUTES AND RESOLUTIONS FOR PUBLIC INSPECTION AT THE KEY LARGO PUBLIC LIBRARY.

WHEREAS, the Board of Commissioners of the Key Largo Wastewater Treatment District desire to provide copies of the KLWTD's approved agendas, minutes and resolution for public inspection;

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

1. The Board hereby designates the Clerk to the Board as deliverer of said documents to the Librarian of the Key Largo Public Library.
2. The Board hereby directs the Clerk to the Board to deliver individual binder books labeled and containing the agendas, minutes and resolutions approved by the Board of Commissioners to date; and from this point forward, to update and append the agenda, minute and resolution books with copies of documents that are approved by the Board of Commissioners.
3. The Board hereby directs the Clerk to the Board to deliver by the most cost effective and expedient manner a duplicate copy of the agenda package that was received by the Board of Commissioners of the Key Largo Wastewater Treatment District.

PASSED AND ADOPTED this 15th day of October, 2003.

KEY LARGO WASTEWATER TREATMENT DISTRICT GOVERNING BOARD

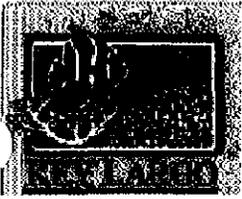
Andrew Tobin, Chair, Key Largo Wastewater Treatment District

Cris Beaty, Secretary, Key Largo Wastewater Treatment District

KLWTD Board Meeting October 15, 2003

Item H - 2

**Approval of October 8, 2003
Pending Payments List**



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Faith Doyle, Clerk to the Board
Charles Sweat, Director of Operations

FROM: David R. Miles, Chief Financial Officer

DATE: October 8, 2003

RE: Pending Payments Key Largo Wastewater Treatment District

Dear Commissioners:

This agenda item is designed to provide an update on the financial status of the Key Largo Wastewater Treatment District. As of October 8, 2003, the District had \$28,869.82 in its bank account, this is prior to deducting the September payroll due October 10th. We have \$40,020.90 in invoices and payroll amounts in-hand for payment by October 31, 2003. Exhibit A is the list of currently outstanding invoices pending payment. Two small amounts, the September telephone bill to Bell South of \$41.59 and a travel payment to Jerry Wilkinson of \$39.44 have been paid.

We submitted payment request number 4 for the Monroe County Grant on September 15, 2003 to the County for payment. We are expecting the payment to be made by the end of next week for the remaining \$34,806.42 in the grant. Combined with our on-hand balance of \$28,869.82, sufficient funds should be available through the end of October to pay all bills when due.

An invoice was forwarded to the South Florida Water Management District (SFWMD) on October 2, 2003 for the full \$100,000.00 amount of their grant.

Board approval of the accounts payable list and ratification of the two small payments is requested as shown at Exhibit A.

Board of Directors: Chairman Andrew Tobin, Gary Bauman, Cris Beaty, Charles Brooks, Jerry Wilkinson

**Key Largo Wastewater Treatment District
Payments Pending, October 15, 2003
Prepared October 8, 2003**

Date of Invoice	Vendor	Invoice #	Description	Invoice Amount	Date Due	Date Paid
09/10/03	Bell South	X005189	Telephone 9/10 to 10/2003	41.59	10/10/03	9/22/03
09/28/03	Cooke Communications	275288	Legal Advertisements Sept 2003	423.60	10/24/03	
10/01/03	FL Dept. of Community Affairs	11320	Special District Fee for FY 2003-2004	175.00	12/08/03	
08/15/03	Florida Municipal Insurance Tr.	FMIT #1045	1st Qtr Insurance Premium	1,875.00	10/01/03	
10/08/03	Government Services Group	03021-7226	Copier & Postage Charges September 0	228.88	10/31/03	
10/08/03	Government Services Group	03021-7225	October 2003- Management Fee	10,800.00	10/31/03	
09/23/03	Government Services Group	03021-7175	Key Largo Park Const. Super. (1 of 24)	2,081.25	10/31/03	
09/23/03	Government Services Group	03021-7176	Key Largo TV Const. Super. (1 of 24)	4,168.75	10/31/03	
09/12/03	Jerry Wilkinson	Trvl 9-8-03	Travel Expenses on 09-08-03	39.44	Upon Receipt	9/26/03
09/09/03	Lewis, Longman & Walker, PA	30957	Legal Expenses through Aug. 31, 2003	6,500.89	Upon Receipt	
09/29/03	Weiler Engineering Corporation	33693	Park Design & Meetings	3,162.50	Upon Receipt	
09/29/03	Weiler Engineering Corporation	33694	Village Design & Meetings	7,294.50	Upon Receipt	
09/30/03	Andrew Tobin, Chairman	Payroll	September 2003	600.00	10/10/03	
09/30/03	Gary Bauman	Payroll	September 2003	600.00	10/10/03	
09/30/03	Cris Beaty	Payroll	September 2003	600.00	10/10/03	
09/30/03	Charles Brooks	Payroll	September 2003	600.00	10/10/03	
09/30/03	Jerry Wilkinson	Payroll	September 2003	600.00	10/10/03	
09/30/03	Internal Revenue Service	FICA & Medicare	Employer Share, Payroll Taxes	229.50	10/10/03	
Total				\$ 40,020.90		

Approved for Payment:

Andrew Tobin, KLWTD Chair

Cris Beaty, KLWTD Secretary

Date

KLWTD Board Meeting October 15, 2003

Item 1 - 2

**Discussion for possible action of the
Proposed GSG and WEC Scope of
Service Change.**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: PROPOSED GSG and WEC SCOPE OF SERVICE CHANGE
DATE: OCTOBER 8, 2003

In an effort to provide a "local" on-site Representative/Inspector, under supervision of the Key Largo Wastewater Treatment District ("KLWTD") Management, it is necessary to reallocate funds from the "detailed observation" services in the Weiler Engineering Corporation ("WEC") scope of services to the Government Services Group ("GSG") scope of services for on-site inspections. These changes are contingent upon the KLWTD Board approving the Haskell Company "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for the Key Largo Park ("KLP"). The total of \$75,000 removed from the WEC scopes consists of \$19,000 in inspection services pertaining to engineer of record responsibilities and \$56,000 in general inspection services and will be broken down as a \$47,250 and a \$27,750 reduction in the Key Largo Trailer Village ("KLTV") and KLP scopes, respectively. Furthermore, the shift in services will require an amendment to three work authorizations as explained below.

1. An amendment is required to the WEC scope of services as outlined in Work Authorization WEC 03-01 for KLTV and approved by the KLWTD Board at the August 27, 2003 meeting. This amendment will reduce WEC's "Detailed Observation" amount by \$47,250 (approximately 556 hours at \$85/hr). The removed 556 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

2. An amendment is required to the WEC scope of services as outlined in Work Authorization WEC 03-02 for KLP and approved by the KLWTD Board at the August 27, 2003 meeting. This amendment reduces WEC's "Detailed Observation" amount by \$27,750 (approximately 326 hours at \$85/hr). The removed 326 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

Note: The 556 hours removed from the WEC 03-01 scope and the 326 hours removed from the WEC 03-02 scope, added together, equal a total reduction of 882 hours (\$75,000) from WEC.

3. An amendment is required to the GSG scope of services as outlined in the Fixed-Fee Work Authorization, GSG 03-01 (KLP and KLTV), and approved by the KLWTD Board at the July 30, 2003 meeting. Increased in the amended GSG scope are the amount of comprehensive construction inspection and observation hours to be allocated to the KLP and the KLTV. The only changes, as indicated in this amendment, will be an overall increase of 882 hours for the Local On-Site Representative (Project Manager) and a reduction from \$90 to \$75 in the hourly rate charged for this service. The 69 inspection hours, currently included in the fixed fee amount for the KLP, will be increased by 294 hours and the 139 inspection hours, currently included in the fixed fee amount for the KLTV, will be increased by 588 hours. The total amount observation and inspection hours to support construction inspection services will increase from 208 to 1,090 at \$75/hr.

The amendment will increase the approved fee of \$150,000 by \$63,030, resulting in a total combined project fee of \$213,030. The amendments will result in a net savings to the KLWTD of \$11,970.

These changes will provide the KLWTD management with the services of a local on-site Representative (Project Manager) able to conduct necessary construction inspections and better respond to time-critical issues. Furthermore, this will allow KLWTD Management to take a more pro-active role, through daily on-site involvement, in assuring the successful completion of the aforementioned wastewater projects.

KLWTD Board Meeting
October 15, 2003

Item I – 2a

**Discussion for possible action of the
KLWTD Work Authorization
WEC 03-01 (Amendment 1)
for the KLTV Project**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: AMENDMENT TO WEC SCOPE OF SERVICES FOR THE KLTV
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION WEC 03-01 (Amendment 1)

Attached for your review and consideration is an amendment to the Weiler Engineering Corporation (WEC) scope of services as outlined in Work Authorization WEC 03-01 for Key Largo Trailer Village (KLTV) and approved by the Key Largo Wastewater Treatment District Board at the August 27, 2003 meeting.

Amendment 1 will reduce WEC's "Detailed Observation" amount by \$47,250 (approximately 556 hours at \$85/hr). The removed 556 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

This amendment is contingent upon the KLWTD Board approving the Haskell "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for the Key Largo Park. Please also reference the associated Amendment 1 to GSG's Work Authorization GSG 03-01. Management recommends approval of this amended work authorization.

WEC Current and Amended Fee Breakdown (KLTV)

	Current Amount	Amended Amount
Design Phase	\$22,030	\$22,030
Construction Administration	\$57,355	\$57,355
Detailed Observation	\$137,230	\$89,980
Total	\$216,615	\$169,365

If you have any questions or require additional information, please do not hesitate to contact me.

Key Largo Trailer Village WEC 03-01

October 8, 2003

Weiler Engineering's Scope of Services – Key Largo Trailer Village

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a wastewater treatment plant and collection system for the Key Largo Trailer Village (KLTV), located approximately at mile marker 102 in Key Largo. The system is designed to serve 445 current and 5 future residential EDUs and 61 developed and 56 future commercial EDUs, yielding a total service of 567. Boyle Engineering, under contract with the Florida Keys Aqueduct Authority, previously completed the preliminary design for this project.

The KLWTD requires design review services for the new wastewater treatment plant, vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

- Review Engineering Design Reports, shop drawings, pay requests, change orders, and operations & maintenance submittals and preliminary, as well as final construction plans.
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- Respond to Requests for Clarification by the Contractor, as well as serve as the District's liaison to the Design/Build (DB) Consultant, The Haskell Company, for other construction issues.
- Participate in start-up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG), staff and the design engineer for the DB Consultant to provide construction observation services that 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, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with KLWTD, GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" for the construction contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for construction at the KLTV;
4. Make recommendations to KLWTD regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts, if applicable; and
5. Update the schedule for the project and provide a summary status report to the District.

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.
5. Provide comments, requests for additional information and recommendations to the DB Consultant for final inclusion in the PDR.

B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
1. Review final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.

3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.
 4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.
- B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

1. General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. All of KLWTD's instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
2. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. Visits to Site and Observation of Construction. Make visits to the Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
4. Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC 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.
5. Clarifications and Interpretations-Field Orders. Review clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and make recommendations to KLWTD.

6. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate.
7. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor and DB CONSULTANT is required to submit.
8. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
9. Inspections and Tests. Assure that the DB Consultant has required such special inspections or tests of Contractor'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.
10. Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
11. Applications for Payment. Review Contractor's Applications for Payment and all accompanying support documentation.
12. Contractor's Completion Documents.
 - a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.
 - b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.
 - c. WEC shall transmit these documents to KLWTD.
14. Substantial Completion. Promptly after notice from Contractor that the entire work is ready for its intended use, in company with DB Consultant and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, WEC considers the Work Substantially Complete, WEC shall review a certificate of Substantial Completion delivered by the DB Consultant to KLWTD.

15. Final Notice of Acceptability. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided by the Contractor and the project being completed concurrently with the Key Largo Park project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLV Project or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

**Key Largo Trailer Village
WEC 03-01**

EXHIBIT B

Amended Scope of Services, dated October 1, 2003
KLTV

The KLWTD shall pay WEC for Basic Services, including Post-Construction Phase services, if any, as follows:

A Lump Sum amount of \$169,365 based on the following assumed distribution of compensation:

Design Phase	\$ 22,030
Construction Administration	\$ 57,355
Detailed Observation	\$ <u>89,980</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on Contract Times to complete a portion of the Work running concurrently within the time frame allocated for the Key Largo Park project and outlined in the schedule included with the construction contract between KLWTD and the Haskell Company. It is understood that the construction contract with the Haskell Company for this Project specifies approximately 13 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC shall not be adjusted unless KLWTD

recovers compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

5. If more prime contracts are awarded for Work for this Project other than identified herein, WEC shall be compensated accordingly.

WORK AUTHORIZATION WEC 03-01 (Amendment 1)

a
(Construction or Contract for Consulting/Professional Services) Agreement
Between the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

(The Weiler Engineering Corporation)

SCOPE OF SERVICE: Engineering Services for the Key Largo Trailer Village

**PROJECT COST: \$169,365 – Amended
(\$47,250 decrease)**

PROJECT SCHEDULE: From project commencement to project Completion

Administrative Fee to Government Services Group, Inc. (3% if applicable): **N/A**

NOTICE/PROJECT MANAGER OF CONSULTANT:

Jeff Weiler, President
The Weiler Engineering Corporation
20020 Veterans BLVD, Suite 7-9
Port Charlotte, FL 33954

Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037

Certification that Sufficient Funds are Available:

David R. Miles
Chief Financial Officer

Charles L. Sweat
Director of Operations

Dated this ____ day of _____, 2003.

KLWTD Board Meeting October 15, 2003

Item 1 – 2b

**Discussion for possible action of the
KLWTD Work Authorization
WEC 03-02 (Amendment 1)
for the KLP Project**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: AMENDMENT TO WEC SCOPE OF SERVICES FOR THE KLP
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION WEC 03-02 (Amendment 1)

Attached for your review and consideration is an amendment to the Weiler Engineering Corporation ("WEC") scope of services as outlined in Work Authorization WEC 03-02 for Key Largo Park ("KLP") and approved by the Key Largo Wastewater Treatment District Board at the August 27, 2003 meeting.

Amendment 1 reduces WEC's "Detailed Observation" amount by \$27,750 (approximately 326 hours at \$85/hr). The removed 326 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

This amendment is contingent upon the KLWTD Board approving the Haskell "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for KLP. Please also reference Amendment 1 to GSG's Work Authorization GSG 03-01. Management recommends approval of this amended work authorization.

WEC Current and Amended Fee Breakdown (KLP)

	Current Amount	Amended Amount
Design Phase	\$10,500	\$10,500
Construction Administration	\$62,070	\$62,070
Detailed Observation	\$55,440	\$27,690
Total	\$128,010	\$100,260

If you have any questions or require additional information, please do not hesitate to contact me.

Key Largo Park WEC 03-02

October 8, 2003

Weiler Engineering's Scope of Services – Key Largo Park

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a collection system for the Key Largo Park (KLP), located approximately at mile marker 102 in Key Largo. The wastewater treatment facility associated with this collection system will be constructed concurrently as a separate project with the Key Largo Trailer Village (KLTV). The KLP collection system is designed to serve a total of 283 residential EDUs to include 226 current and 57 future units. Boyle Engineering has completed the design and permitting for this project and the KLWTD has, at this time, negotiated a Contract with Douglas Higgins, Inc. to construct the system.

The KLWTD requires design review services for the vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

- Review of shop drawings, pay requests, change orders, and operations & maintenance submittals;
- Respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Contractor for other construction issues;
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- Participate in start up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG) staff and the design engineer for the design-Build (DB) team to provide construction observation services that include:

- Preparing daily, weekly, and monthly inspection reports;
- Maintaining construction record field data; and
- Preparing monthly, as well as, final progress reports to the KLWTD.

A breakdown of service cost is outlined in "Exhibit B". Upon KLWTD's authorization to proceed, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" with the Construction Contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV;
4. Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable; *and*
5. Update the schedule for the KLP project and provide a summary status report to the KLWTD.

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.
5. Provide comments, requests for additional information and recommendations to DB CONSULTANT for final inclusion in the PDR.

B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
1. Review Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.
 3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.

4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.
- B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

- 1 General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Contract for Consulting/Professional Services and the Construction Contract between the KLWTD and the Contractor. KLWTD's Instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
- 2 Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of work at the KLP.
- 3 Visits to Site and Observation of Construction. Make visits to the KLP Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work.
- 4 Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC 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.
- 5 Clarifications and Interpretations; Field Orders. As necessary, issue necessary clarifications and interpretations of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. WEC may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 6 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate, and prepare Change Orders and Work Change Directives as required.

- 7 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- 8 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 9 Inspections and Tests. Require such special inspections or tests of Contractor'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.
- 10 Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
- 11 Applications for Payment. Review contractor's applications for payment and all accompanying support documentation.
- 12 Contractor's Completion Documents.
 - a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.
 - b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.
 - c. WEC shall transmit the above-referenced documents to KLWTD.
- 16 Substantial Completion. Promptly after notice from Contractor that the entire Project is ready for its intended use, in company with KLWTD and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If, after considering any objections of KLWTD, WEC considers the work Substantially Complete, WEC shall deliver a certificate of Substantial Completion to KLWTD and Contractor.
- 17 Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided for by the contractor and the project being completed concurrently with the KLTV project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLP or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

**Key Largo Park
WEC 03-02**

EXHIBIT B

Scope of Services, dated October 1, 2003
KLP

The KLWTD shall pay WEC for Basic Services, including Post-Construction Phase services, if any, as follows:

A Lump Sum amount of **\$100,260** based on the following assumed distribution of compensation:

a.	Design Phase	<u>\$ 10,500</u>
b.	Construction Administration	<u>\$ 62,070</u>
c.	Detailed Observation	<u>\$ 27,690</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on contract times to complete the work running concurrently within the time frame allocated for the KLTV Project and outlined in the schedule included with the construction contract between the KLWTD and the Haskell Company. It is understood that the construction contract with Douglas Higgins, Inc. for the KLP Project specifies approximately 9 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure KLWTD a satisfactory project. Should the contract times to complete the work be extended beyond this period, the total compensation to WEC shall **not** be adjusted unless KLWTD is entitled to compensation such as Liquidated Damages, or the extension of time is a result of approved changes in the work.

6. If more prime contracts are awarded for work designed or specified by WEC for this Project other than identified herein, the WEC shall be compensated.

WORK AUTHORIZATION WEC 03-02 (Amendment 1)

a
(Construction or Contract for Consulting/Professional Services) Agreement Between
the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

(The Weiler Engineering Corporation)

SCOPE OF SERVICE: Engineering Services for the Key Largo Park

**PROJECT COST: \$100,260 – Amended
(\$27,750 decrease)**

PROJECT SCHEDULE: From project commencement to project completion

Administrative Fee to Government Services Group, Inc. (3% if applicable): **N/A**

NOTICE/PROJECT MANAGER OF CONSULTANT:

Jeff Weiler, President
The Weiler Engineering Corporation
20020 Veterans BLVD, Suite 7-9
Port Charlotte, FL 33954

Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037

Certification that Sufficient Funds are Available:

David R. Miles
Chief Financial Officer

Charles L. Sweat
Director of Operations

Dated this _____ day of _____, 2003.

KLWTD Board Meeting October 15, 2003

Item 1 – 2c

**Discussion for possible action of the
KLWTD Work Authorization
GSG 03-01 (Amendment 1)
for the KLTV & KLP Projects**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: PROPOSED GSG SCOPE OF SERVICE CHANGE
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION GSG 03-01 (Amendment 1) CAPITAL PROJECT AND GRANTS ADMINISTRATION AND MANAGEMENT

Amendment 1 serves to modify the scope of services for Government Services Group ("GSG"), as outlined in GSG 03-01, which was approved by the Key Largo Wastewater Treatment District ("KLWTD") Board on July 30, 2003. Increased in the GSG scope, are the amount of comprehensive construction inspection and observation hours to be allocated to the Key Largo Park ("KLP") and Key Largo Trailer Village ("KLTV"). The amended increase will provide KLWTD Management with the services of a local On-Site Representative (Project Manager) able to conduct necessary construction inspections and better respond to time-critical issues. Furthermore, this will allow District Management to take a more pro-active role, through daily on-site involvement, in assuring the successful completion of the aforementioned wastewater projects.

Amendment 1 acts, in part, to redistribute 882 hours of inspection services from the Weiler Engineering Corporation ("WEC") KLP and KLTV scope of services to the GSG scope for on-site inspection services. Please see the two associated amended WEC scopes of service for a detail of the reduction.

The only changes, as indicated in this amendment, will be an overall increase of 882 hours for the Local On-Site Representative (Project Manager) and a reduction from \$90 to \$75 in the hourly rate charged for this service. The 69 inspection hours, currently included in the fixed fee amount for the KLP, will be increased by 294 hours and the 139 inspection hours, currently included in the fixed fee amount for the KLTV, will be increased by 588 hours. The total amount observation and inspection hours, to support construction inspection services, will increase from 208 to 1,090 at \$75/hr.

The amendment will increase the approved fee of \$150,000 by \$63,030, resulting in a total combined project fee of \$213,030. The amendments will result in a net savings to the KLWTD of \$11,970. Management recommends approval of this amended work authorization. The following tables detail the amended GSG fixed fees.

GSG Amended Monthly Fixed Fee

	Key Largo Park	Key Largo Trailer Village
Current Monthly Fixed Fee	\$2,081.25	\$4,168.75
Amended increase	\$874.54	\$1,751.71
Total monthly Fixed Fee (Previously \$6,250)	<u>\$2,955.79</u>	<u>\$5,920.46</u>
	<u>\$8,876.25</u>	

Please see the following page for the amended monthly fixed-fee schedule.

GSG Amended Monthly Fixed Fee Schedule

Month & Year	Key Largo Park	Key Largo Trailer Village	Total
September-03	\$ 2,955.79	\$ 5,920.46	\$ 8,876.25
October-03	2,955.79	5,920.46	8,876.25
November-03	2,955.79	5,920.46	8,876.25
December-03	2,955.79	5,920.46	8,876.25
January-04	2,955.79	5,920.46	8,876.25
February-04	2,955.79	5,920.46	8,876.25
March-04	2,955.79	5,920.46	8,876.25
April-04	2,955.79	5,920.46	8,876.25
May-04	2,955.79	5,920.46	8,876.25
June-04	2,955.79	5,920.46	8,876.25
July-04	2,955.79	5,920.46	8,876.25
August-04	2,955.79	5,920.46	8,876.25
September-04	2,955.79	5,920.46	8,876.25
October-04	2,955.79	5,920.46	8,876.25
November-04	2,955.79	5,920.46	8,876.25
December-04	2,955.79	5,920.46	8,876.25
January-05	2,955.79	5,920.46	8,876.25
February-05	2,955.79	5,920.46	8,876.25
March-05	2,955.79	5,920.46	8,876.25
April-05	2,955.79	5,920.46	8,876.25
May-05	2,955.79	5,920.46	8,876.25
June-05	2,955.79	5,920.46	8,876.25
July-05	2,955.79	5,920.46	8,876.25
August-05	2,955.79	5,920.46	8,876.25
Totals	\$ 70,938.96	\$ 142,191.04	\$ 213,030.00



KLWTD WORK AUTHORIZATION GSG 03-01

SCOPE OF SERVICE CAPITAL PROJECT AND GRANTS ADMINISTRATION AND MANAGEMENT Fixed Fee

This Scope of Service will set forth the intentions and agreements between the Key Largo Wastewater Treatment District (the "District") and Government Services Group, Inc. ("GSG") acting as a District Manager ("Manager") in regard to the provisions by GSG of Capital Project and Grants Administration Management and other "Additional Services" contemplated in Article III of the Management Services Agreement entered between the parties in March 2003.

The Parties agree as follows:

GSG shall perform the Capital Project Administration Services described in this Memorandum for Key Largo Park ("KLP") and Key Largo Trailer Village ("KLTV") authorized by the District. Fees for services provided by the Manager on behalf of the District pursuant to this agreement shall be on a fixed fee basis consistent with the monthly amounts contained in this agreement.

Services Provided: As part of the project and construction administration fee, GSG shall perform the following tasks:

- **Financial Management:** As part of the grant administration and financial management functions to be performed by the Manager, GSG will perform the following financial administration and reporting tasks:
 - a. Review payment requests and change orders from contractors, engineers, and consultants as the "owner's" representative and approve correct invoices for payment that are within the delegated approval authority of the District Manager, or recommend approval/disapproval to the Board of Directors for those items in excess of the delegated approval authority. *(Task FM 1)*
 - b. Disburse funds on behalf of the District in payment of correct invoices, after securing appropriate disbursement authorization from the Board of Directors or District Manager. All disbursements will be conducted in accordance with District policy. This includes preparation of all documentation to place approval authorizations on Board of Director's agendas. *(Task FM 2)*

- c. Prepare grant reimbursement requests and reports, to include assembling back-up documentation and obtaining necessary signatures of contractors, engineers, District Manager and operating officials, and District elected officials. Submit grant reimbursement documentation, respond to inquiries, prepare supplemental data and reports, and meet with grant representatives of Federal, State of Florida, Monroe County, South Florida Water Management District and other government entities as required. *(Task FM 3)*
 - d. Post grant receipts to accounting records and deposit receipts in District bank account(s). *(Task FM 4)*
 - e. Prepare monthly, quarterly, and annual programmatic and financial reports for grantor governments (including, but not limited to FEMA, FDEP, FDCA, SFWMD) and the Board of Directors, as stated in grant documents. *(Task FM 5)*
 - f. Prepare accounting records and reports for District external auditors, and to meet the federal and State of Florida single audit act requirements. Insure grant documentation is maintained consistent with statute and governing grant agreements. Meet with and provide documentation to auditors from grantor governments, as required. *(Task FM 6)*
 - g. Maintain cash liquidity of the Key Largo Wastewater Treatment District construction projects, and recommend interim financial funding sources to the Board of Directors for approval, to insure construction completion is not inhibited by funding shortfalls. *(Task FM 7)*
 - h. Prepare financial closeout of all grant funds and prepare final grant reports to all grantors and Board of Directors, enter fixed assets in accounting records, set up depreciation schedules, and complete all financial activity to close projects. *(Task FM 8)*
- Construction Management: As part of the construction management functions, GSG will manage activities of the consulting engineers, contractors and other professionals to facilitate timely completion and permitting of Key Largo Park and Key Largo Trailer Village. In addition, any issues regarding easements and right of ways will be reviewed and dealt with by GSG under direction of the Board of Directors. These following tasks will be conducted as necessary and reasonably required with regard to construction of capital projects.
 - a. Issue interpretations and clarifications of contract documents during construction. *(Task CM 1)*

- b. Evaluate a request for substitutions or deviations there from. *(Task CM 2)*
- c. Prepare any additional work orders. *(Task CM 3)*
- d. Monitor any required project records. *(Task CM 4)*
- e. Conduct comprehensive inspections of projects. *(Task CM 5)*

(Note) These efforts will be coordinated with the District's Engineer of Record to insure that there is no overlap or redundancy of efforts.

- f. Develop list of items needing completion or correction. *(Task CM 6)*
 - g. Negotiate all contact with engineers and other consultants regarding scope and costs of necessary change orders. *(Task CM 7)*
 - h. Provide proof of compliance to State and Federal grant funding entities. *(Task CM 8)*
 - i. Meet with, on an ongoing basis, the professional selected by the District to insure that design concepts, construction standards, timeframes and budgets are adhered to according to contract commitments. *(Task CM 9)*
 - j. Assist in the resolution of conflicts, problems or other activities relative to projects authorized by the District. The disputes may include, contract issues, change orders, service interruption issues, coordination with other utilities for government entities and customer relations. *(Task CM 10)*
 - k. Coordinate and maintain involvement with a community information program regarding the KLP and KLTV. This will include meetings and discussions with the residents to insure that they are continually informed as to the progress of the projects. *(Task CM 11)*
 - l. Conduct close out procedures at the conclusion of each capital project. Including, a report to the District outlining the logical costs of these facilities, impact on operations and maintenance, customer service, wastewater capacity, storage facilities, distribution facilities, buildings and other infrastructure. This report will be prepared in concert with the District's Engineer and the Contractor. *(CM 12)*
- **Presentations:** The District Manager will attend and participate in all presentations required to insure that the District's projects are on schedule and that appropriate information is being maintained to track and monitor such compliance. Periodic meetings within the neighborhood groups with the engineers and contract managers to explain the purpose of the project,

interruptions that may occur and a point of contact for customer complaints or anticipated concerns. In addition, the District Manager anticipates presentations and meetings with local governmental entities and other interested parties to provide necessary information regarding the progress of these projects.

Reimbursement to Government Services Group, Inc.: Payment for services rendered consistent with this agreement shall be on a fixed fee basis as described in the following chart. The functions performed under this scope of effort apply jointly to the Key Largo Park and the Key Largo Trailer Village projects. For purposes of accounting, each ERC of benefiting property will share equally in these costs. Key Largo Park with 283 out of 850 total ERC's would be assigned 33.3 percent of costs. Key Largo Village with 567 out of 850 total ERC's would be assigned 66.7 percent of costs.

Month & Year	Expenses		Total
	Key Largo Park	Key Largo Trailer Village	
September-03	\$ 2,955.79	\$ 5,920.46	\$ 8,876.25
October-03	2,955.79	5,920.46	8,876.25
November-03	2,955.79	5,920.46	8,876.25
December-03	2,955.79	5,920.46	8,876.25
January-04	2,955.79	5,920.46	8,876.25
February-04	2,955.79	5,920.46	8,876.25
March-04	2,955.79	5,920.46	8,876.25
April-04	2,955.79	5,920.46	8,876.25
May-04	2,955.79	5,920.46	8,876.25
June-04	2,955.79	5,920.46	8,876.25
July-04	2,955.79	5,920.46	8,876.25
August-04	2,955.79	5,920.46	8,876.25
September-04	2,955.79	5,920.46	8,876.25
October-04	2,955.79	5,920.46	8,876.25
November-04	2,955.79	5,920.46	8,876.25
December-04	2,955.79	5,920.46	8,876.25
January-05	2,955.79	5,920.46	8,876.25
February-05	2,955.79	5,920.46	8,876.25
March-05	2,955.79	5,920.46	8,876.25
April-05	2,955.79	5,920.46	8,876.25
May-05	2,955.79	5,920.46	8,876.25
June-05	2,955.79	5,920.46	8,876.25
July-05	2,955.79	5,920.46	8,876.25
August-05	2,955.79	5,920.46	8,876.25
Totals	\$ 70,938.96	\$ 142,191.04	\$ 213,030.00

WORK AUTHORIZATION GSG 03-01 (Amendment 1)

a

(Construction or Contract for Consulting/Professional Services) Agreement Between the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

(Government Services Group)

SCOPE OF SERVICE: Capital Project and Grants Administration Management

**PROJECT COST: \$213,030 – Amended Fixed Fee Project No. GSG 03-01
(\$63,030 increase)**

PROJECT SCHEDULE: Twenty-Four (24) months from project commencement

Administrative Fee to Government Services Group, Inc. (3% if applicable): **N/A**

NOTICE/PROJECT MANAGER OF CONSULTANT:

**Robert Sheets, District Manager
Government Services Group
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308**

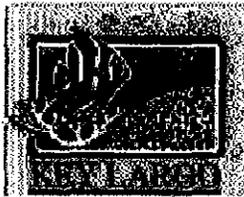
**Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037**

Certification that Sufficient Funds are Available:

**David R. Miles
Chief Financial Officer**

**Charles L. Sweat
Director of Operations**

Dated this ____ day of _____, 2003.



Key Largo Wastewater Treatment District Board of Commissioner's Meeting Agenda

**4:00 PM Wednesday, October 15, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida**

- A. Call to Order
- B. Pledge of Allegiance
- C. FEMA teleconference concerning the Environmental Assessment
- D. Public Comment
- E. Additions, Deletions or Corrections to the Agenda
- F. Minutes – Draft August 13, 2003; Draft August 27, 2003; Draft Sept. 3, 2003; Draft Sept. 17, 2003
- G. Local Legal Counsel Interviews
 - 1. 4:00 p.m. Mr. Dirk M. Smits
 - 2. 5:00 p.m. Mr. James Lupino
 - 3. 6:00 p.m. Mr. Thomas Dillon
- H. Action Items
 - 1. Approval of Resolution 2003-20 to Provide Copies of KLWTD Documents to the Key Largo Public Library
 - 2. Approval of the October 8, 2003 Payments Pending List
- I. General Manager's Report
 - 1. Status Report on the FEMA Environmental Assessment
 - a. Low and Very-low Income Assistance Program
 - b. Site Mitigation
 - 2. Discussion for possible action Proposed GSG and WEC Scope of Service Change
 - a. KLWTD Work Authorization WEC 03-01 (Amendment 1) with Weiler Engineering Corporation for the KLTV Project
 - b. KLWTD Work Authorization WEC 03-02 (Amendment 2) with Weiler Engineering Corporation for the KLP Project
 - c. KLWTD Work Authorization GSG 03-01 (Amendment 1) with Government Services Group, Inc. for the KLP & KLTV Projects
 - 3. Other Items
- J. Legal Counsel's Report
- K. Engineer's Report
 - 1. Other Items
- L. Commissioner's Items
 - 1. Other Items
- M. Meeting Adjournment

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: AMENDMENT TO WEC SCOPE OF SERVICES FOR THE KLTV
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION WEC 03-01 (Amendment 1)

Attached for your review and consideration is an amendment to the Weiler Engineering Corporation (WEC) scope of services as outlined in Work Authorization WEC 03-01 for Key Largo Trailer Village (KLTV) and approved by the Key Largo Wastewater Treatment District Board at the August 27, 2003 meeting.

Amendment 1 will reduce WEC's "Detailed Observation" amount by \$47,250 (approximately 556 hours at \$85/hr). The removed 556 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

This amendment is contingent upon the KLWTD Board approving the Haskell "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for the Key Largo Park. Please also reference the associated Amendment 1 to GSG's Work Authorization GSG 03-01. Management recommends approval of this amended work authorization.

WEC Current and Amended Fee Breakdown (KLTV)

	Current Amount	Amended Amount
Design Phase	\$22,030	\$22,030
Construction Administration	\$57,355	\$57,355
Detailed Observation	\$137,230	\$89,980
Total	\$216,615	\$169,365

If you have any questions or require additional information, please do not hesitate to contact me.

Key Largo Trailer Village WEC 03-01

October 8, 2003

Weiler Engineering's Scope of Services – Key Largo Trailer Village

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a wastewater treatment plant and collection system for the Key Largo Trailer Village (KLTV), located approximately at mile marker 102 in Key Largo. The system is designed to serve 445 current and 5 future residential EDUs and 61 developed and 56 future commercial EDUs, yielding a total service of 567. Boyle Engineering, under contract with the Florida Keys Aqueduct Authority, previously completed the preliminary design for this project.

The KLWTD requires design review services for the new wastewater treatment plant, vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

- Review Engineering Design Reports, shop drawings, pay requests, change orders, and operations & maintenance submittals and preliminary, as well as final construction plans.
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- Respond to Requests for Clarification by the Contractor, as well as serve as the District's liaison to the Design/Build (DB) Consultant, The Haskell Company, for other construction issues.
- Participate in start-up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG), staff and the design engineer for the DB Consultant to provide construction observation services that 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, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with KLWTD, GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" for the construction contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for construction at the KLTV;
4. Make recommendations to KLWTD regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts, if applicable; and
5. Update the schedule for the project and provide a summary status report to the District.

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
 2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
 3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
 4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.
 5. Provide comments, requests for additional information and recommendations to the DB Consultant for final inclusion in the PDR.
- B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
1. Review final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.

3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.
 4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.
- B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

1. General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. All of KLWTD's instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
2. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.
3. Visits to Site and Observation of Construction. Make visits to the Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.
4. Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC 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.
5. Clarifications and Interpretations-Field Orders. Review clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and make recommendations to KLWTD.

6. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate.
7. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor and DB CONSULTANT is required to submit.
8. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
9. Inspections and Tests. Assure that the DB Consultant has required such special inspections or tests of Contractor'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.
10. Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
11. Applications for Payment. Review Contractor's Applications for Payment and all accompanying support documentation.
12. Contractor's Completion Documents.
 - a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.
 - b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.
 - c. WEC shall transmit these documents to KLWTD.
14. Substantial Completion. Promptly after notice from Contractor that the entire work is ready for its intended use, in company with DB Consultant and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, WEC considers the Work Substantially Complete, WEC shall review a certificate of Substantial Completion delivered by the DB Consultant to KLWTD.

15. *Final Notice of Acceptability*. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided by the Contractor and the project being completed concurrently with the Key Largo Park project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLTV Project or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

**Key Largo Trailer Village
WEC 03-01**

EXHIBIT B

Amended Scope of Services, dated October 1, 2003
KLTV

The KLWTD shall pay WEC for Basic Services, including Post-Construction Phase services, if any, as follows:

A Lump Sum amount of \$169,365 based on the following assumed distribution of compensation:

Design Phase	\$ 22,030
Construction Administration	\$ 57,355
Detailed Observation	<u>\$ 89,980</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on Contract Times to complete a portion of the Work running concurrently within the time frame allocated for the Key Largo Park project and outlined in the schedule included with the construction contract between KLWTD and the Haskell Company. It is understood that the construction contract with the Haskell Company for this Project specifies approximately 13 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC shall **not** be adjusted unless KLWTD

recovers compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

5. If more prime contracts are awarded for Work for this Project other than identified herein, WEC shall be compensated accordingly.

WORK AUTHORIZATION WEC 03-01 (Amendment 1)

a
(Construction or Contract for Consulting/Professional Services) Agreement
Between the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

(The Weiler Engineering Corporation)

SCOPE OF SERVICE: Engineering Services for the Key Largo Trailer Village

**PROJECT COST: \$169,365 – Amended
(\$47,250 decrease)**

PROJECT SCHEDULE: From project commencement to project Completion

Administrative Fee to Government Services Group, Inc. (3% if applicable): **N/A**

NOTICE/PROJECT MANAGER OF CONSULTANT:

Jeff Weiler, President
The Weiler Engineering Corporation
20020 Veterans BLVD, Suite 7-9
Port Charlotte, FL 33954

Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037

Certification that Sufficient Funds are Available:

David R. Miles
Chief Financial Officer

~~Charles L. Sweat~~
~~Director of Operations~~
Cris Beaty, KLWTD Secretary

Dated this ____ day of _____, 2003.

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: AMENDMENT TO WEC SCOPE OF SERVICES FOR THE KLP
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION WEC 03-02 (Amendment 1)

Attached for your review and consideration is an amendment to the Weiler Engineering Corporation ("WEC") scope of services as outlined in Work Authorization WEC 03-02 for Key Largo Park ("KLP") and approved by the Key Largo Wastewater Treatment District Board at the August 27, 2003 meeting.

Amendment 1 reduces WEC's "Detailed Observation" amount by \$27,750 (approximately 326 hours at \$85/hr). The removed 326 hours will be added to the GSG scope of services, at \$75/hr, for the provision of a local On-Site Representative/Inspector.

This amendment is contingent upon the KLWTD Board approving the Haskell "Change Proposal" No. 1 in which Brown & Caldwell will become the engineer of record for KLP. Please also reference Amendment 1 to GSG's Work Authorization GSG 03-01. Management recommends approval of this amended work authorization.

WEC Current and Amended Fee Breakdown (KLP)

	Current Amount	Amended Amount
Design Phase	\$10,500	\$10,500
Construction Administration	\$62,070	\$62,070
Detailed Observation	\$55,440	\$27,690
Total	\$128,010	\$100,260

If you have any questions or require additional information, please do not hesitate to contact me.

Key Largo Park WEC 03-02

October 8, 2003

Weiler Engineering's Scope of Services – Key Largo Park

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a collection system for the Key Largo Park (KLP), located approximately at mile marker 102 in Key Largo. The wastewater treatment facility associated with this collection system will be constructed concurrently as a separate project with the Key Largo Trailer Village (KLTV). The KLP collection system is designed to serve a total of 283 residential EDUs to include 226 current and 57 future units. Boyle Engineering has completed the design and permitting for this project and the KLWTD has, at this time, negotiated a Contract with Douglas Higgins, Inc. to construct the system.

The KLWTD requires design review services for the vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

- Review of shop drawings, pay requests, change orders, and operations & maintenance submittals;
- Respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Contractor for other construction issues;
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- Participate in start up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG) staff and the design engineer for the design-Build (DB) team to provide construction observation services that include:

- Preparing daily, weekly, and monthly inspection reports;
- Maintaining construction record field data; and
- Preparing monthly, as well as, final progress reports to the KLWTD.

A breakdown of service cost is outlined in "Exhibit B". Upon KLWTD's authorization to proceed, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" with the Construction Contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV;
4. Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable; *and*
5. Update the schedule for the KLP project and provide a summary status report to the KLWTD.

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.
5. Provide comments, requests for additional information and recommendations to DB CONSULTANT for final inclusion in the PDR.

- B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
1. Review Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.
 3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.

4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.
- B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

- 1 General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Contract for Consulting/Professional Services and the Construction Contract between the KLWTD and the Contractor. KLWTD's Instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.
- 2 Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of work at the KLP.
- 3 Visits to Site and Observation of Construction. Make visits to the KLP Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work.
- 4 Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC 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.
- 5 Clarifications and Interpretations; Field Orders. As necessary, issue necessary clarifications and interpretations of the Contract Documents. Such clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. WEC may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.
- 6 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate, and prepare Change Orders and Work Change Directives as required.

- 7 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.
- 8 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.
- 9 Inspections and Tests. Require such special inspections or tests of Contractor'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.
- 10 Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.
- 11 Applications for Payment. Review contractor's applications for payment and all accompanying support documentation.
- 12 Contractor's Completion Documents.
 - a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.
 - b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.
 - c. WEC shall transmit the above-referenced documents to KLWTD.
- 16 Substantial Completion. Promptly after notice from Contractor that the entire Project is ready for its intended use, in company with KLWTD and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If, after considering any objections of KLWTD, WEC considers the work Substantially Complete, WEC shall deliver a certificate of Substantial Completion to KLWTD and Contractor.
- 17 Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided for by the contractor and the project being completed concurrently with the KLTV project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLP or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

**Key Largo Park
WEC 03-02**

EXHIBIT B

Scope of Services, dated October 1, 2003
KLP

The KLWTD shall pay WEC for Basic Services, including Post-Construction Phase services, if any, as follows:

A Lump Sum amount of **\$100,260** based on the following assumed distribution of compensation:

a.	Design Phase	<u>\$ 10,500</u>
b.	Construction Administration	<u>\$ 62,070</u>
c.	Detailed Observation	<u>\$ 27,690</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on contract times to complete the work running concurrently within the time frame allocated for the KLTV Project and outlined in the schedule included with the construction contract between the KLWTD and the Haskell Company. It is understood that the construction contract with Douglas Higgins, Inc. for the KLP Project specifies approximately 9 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure KLWTD a satisfactory project. Should the contract times to complete the work be extended beyond this period, the total compensation to WEC shall **not** be adjusted unless KLWTD is entitled to compensation such as Liquidated Damages, or the extension of time is a result of approved changes in the work.

6. If more prime contracts are awarded for work designed or specified by WEC for this Project other than identified herein, the WEC shall be compensated.

WORK AUTHORIZATION WEC 03-02 (Amendment 1)

a
(Construction or Contract for Consulting/Professional Services) Agreement Between
the

Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003

and

(The Weiler Engineering Corporation)

SCOPE OF SERVICE: Engineering Services for the Key Largo Park

**PROJECT COST: \$100,260 – Amended
(\$27,750 decrease)**

PROJECT SCHEDULE: From project commencement to project completion

Administrative Fee to Government Services Group, Inc. (3% if applicable): **N/A**

NOTICE/PROJECT MANAGER OF CONSULTANT:

Jeff Weiler, President
The Weiler Engineering Corporation
20020 Veterans BLVD, Suite 7-9
Port Charlotte, FL 33954

Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037

Certification that Sufficient Funds are Available:

David R. Miles
Chief Financial Officer

~~**Charles L. Sweat**~~
~~**Director of Operations**~~
Cris Beatty, KLWTD Secretary

Dated this ____ day of _____, 2003.

KLWTD Board Meeting October 15, 2003

Item 1 – 2c

**Discussion for possible action of the
KLWTD Work Authorization
GSG 03-01 (Amendment 1)
for the KLTV & KLP Projects**

MEMORANDUM TO THE BOARD

TO: KEY LARGO WASTEWATER DISTRICT BOARD OF COMMISSIONERS
CC: CHARLES SWEAT, DAVID MILES
FROM: ROBERT SHEETS, GENERAL MANAGER
SUBJECT: PROPOSED GSG SCOPE OF SERVICE CHANGE
DATE: OCTOBER 8, 2003

KLWTD WORK AUTHORIZATION GSG 03-01 (Amendment 1) CAPITAL PROJECT AND GRANTS ADMINISTRATION AND MANAGEMENT

Amendment 1 serves to modify the scope of services for Government Services Group ("GSG"), as outlined in GSG 03-01, which was approved by the Key Largo Wastewater Treatment District ("KLWTD") Board on July 30, 2003. Increased in the GSG scope, are the amount of comprehensive construction inspection and observation hours to be allocated to the Key Largo Park ("KLP") and Key Largo Trailer Village ("KLTV"). The amended increase will provide KLWTD Management with the services of a local On-Site Representative (Project Manager) able to conduct necessary construction inspections and better respond to time-critical issues. Furthermore, this will allow District Management to take a more pro-active role, through daily on-site involvement, in assuring the successful completion of the aforementioned wastewater projects.

Amendment 1 acts, in part, to redistribute 882 hours of inspection services from the Weiler Engineering Corporation ("WEC") KLP and KLTV scope of services to the GSG scope for on-site inspection services. Please see the two associated amended WEC scopes of service for a detail of the reduction.

The only changes, as indicated in this amendment, will be an overall increase of 882 hours for the Local On-Site Representative (Project Manager) and a reduction from \$90 to \$75 in the hourly rate charged for this service. The 69 inspection hours, currently included in the fixed fee amount for the KLP, will be increased by 294 hours and the 139 inspection hours, currently included in the fixed fee amount for the KLTV, will be increased by 588 hours. The total amount observation and inspection hours, to support construction inspection services, will increase from 208 to 1,090 at \$75/hr.

The amendment will increase the approved fee of \$150,000 by \$63,030, resulting in a total combined project fee of \$213,030. The amendments will result in a net savings to the KLWTD of \$11,970. Management recommends approval of this amended work authorization. The following tables detail the amended GSG fixed fees.

GSG Amended Monthly Fixed Fee

	Key Largo Park	Key Largo Trailer Village
Current Monthly Fixed Fee	\$2,081.25	\$4,168.75
Amended increase	\$874.54	\$1,751.71
Total monthly Fixed Fee (Previously \$6,250)	<u>\$2,955.79</u>	<u>\$5,920.46</u>
	<u>\$8,876.25</u>	

Please see the following page for the amended monthly fixed-fee schedule.

GSG Amended Monthly Fixed Fee Schedule

Month & Year	Key Largo Park	Key Largo Trailer Village	Total
September-03	\$ 2,955.79	\$ 5,920.46	\$ 8,876.25
October-03	2,955.79	5,920.46	8,876.25
November-03	2,955.79	5,920.46	8,876.25
December-03	2,955.79	5,920.46	8,876.25
January-04	2,955.79	5,920.46	8,876.25
February-04	2,955.79	5,920.46	8,876.25
March-04	2,955.79	5,920.46	8,876.25
April-04	2,955.79	5,920.46	8,876.25
May-04	2,955.79	5,920.46	8,876.25
June-04	2,955.79	5,920.46	8,876.25
July-04	2,955.79	5,920.46	8,876.25
August-04	2,955.79	5,920.46	8,876.25
September-04	2,955.79	5,920.46	8,876.25
October-04	2,955.79	5,920.46	8,876.25
November-04	2,955.79	5,920.46	8,876.25
December-04	2,955.79	5,920.46	8,876.25
January-05	2,955.79	5,920.46	8,876.25
February-05	2,955.79	5,920.46	8,876.25
March-05	2,955.79	5,920.46	8,876.25
April-05	2,955.79	5,920.46	8,876.25
May-05	2,955.79	5,920.46	8,876.25
June-05	2,955.79	5,920.46	8,876.25
July-05	2,955.79	5,920.46	8,876.25
August-05	2,955.79	5,920.46	8,876.25
Totals	\$ 70,938.96	\$ 142,191.04	\$ 213,030.00



KLWTD WORK AUTHORIZATION GSG 03-01

SCOPE OF SERVICE CAPITAL PROJECT AND GRANTS ADMINISTRATION AND MANAGEMENT Fixed Fee

This Scope of Service will set forth the intentions and agreements between the Key Largo Wastewater Treatment District (the "District") and Government Services Group, Inc. ("GSG") acting as a District Manager ("Manager") in regard to the provisions by GSG of Capital Project and Grants Administration Management and other "Additional Services" contemplated in Article III of the Management Services Agreement entered between the parties in March 2003.

The Parties agree as follows:

GSG shall perform the Capital Project Administration Services described in this Memorandum for Key Largo Park ("KLP") and Key Largo Trailer Village ("KLTV") authorized by the District. Fees for services provided by the Manager on behalf of the District pursuant to this agreement shall be on a fixed fee basis consistent with the monthly amounts contained in this agreement.

Services Provided: As part of the project and construction administration fee, GSG shall perform the following tasks:

- **Financial Management:** As part of the grant administration and financial management functions to be performed by the Manager, GSG will perform the following financial administration and reporting tasks:
 - a. Review payment requests and change orders from contractors, engineers, and consultants as the "owner's" representative and approve correct invoices for payment that are within the delegated approval authority of the District Manager, or recommend approval/disapproval to the Board of Directors for those items in excess of the delegated approval authority. *(Task FM 1)*
 - b. Disburse funds on behalf of the District in payment of correct invoices, after securing appropriate disbursement authorization from the Board of Directors or District Manager. All disbursements will be conducted in accordance with District policy. This includes preparation of all documentation to place approval authorizations on Board of Director's agendas. *(Task FM 2)*

- c. Prepare grant reimbursement requests and reports, to include assembling back-up documentation and obtaining necessary signatures of contractors, engineers, District Manager and operating officials, and District elected officials. Submit grant reimbursement documentation, respond to inquiries, prepare supplemental data and reports, and meet with grant representatives of Federal, State of Florida, Monroe County, South Florida Water Management District and other government entities as required. *(Task FM 3)*
 - d. Post grant receipts to accounting records and deposit receipts in District bank account(s). *(Task FM 4)*
 - e. Prepare monthly, quarterly, and annual programmatic and financial reports for grantor governments (including, but not limited to FEMA, FDEP, FDCA, SFWMD) and the Board of Directors, as stated in grant documents. *(Task FM 5)*
 - f. Prepare accounting records and reports for District external auditors, and to meet the federal and State of Florida single audit act requirements. Insure grant documentation is maintained consistent with statute and governing grant agreements. Meet with and provide documentation to auditors from grantor governments, as required. *(Task FM 6)*
 - g. Maintain cash liquidity of the Key Largo Wastewater Treatment District construction projects, and recommend interim financial funding sources to the Board of Directors for approval, to insure construction completion is not inhibited by funding shortfalls. *(Task FM 7)*
 - h. Prepare financial closeout of all grant funds and prepare final grant reports to all grantors and Board of Directors, enter fixed assets in accounting records, set up depreciation schedules, and complete all financial activity to close projects. *(Task FM 8)*
- Construction Management: As part of the construction management functions, GSG will manage activities of the consulting engineers, contractors and other professionals to facilitate timely completion and permitting of Key Largo Park and Key Largo Trailer Village. In addition, any issues regarding easements and right of ways will be reviewed and dealt with by GSG under direction of the Board of Directors. These following tasks will be conducted as necessary and reasonably required with regard to construction of capital projects.
 - a. Issue interpretations and clarifications of contract documents during construction. *(Task CM 1)*

- b. Evaluate a request for substitutions or deviations there from. *(Task CM 2)*
- c. Prepare any additional work orders. *(Task CM 3)*
- d. Monitor any required project records. *(Task CM 4)*
- e. Conduct comprehensive inspections of projects. *(Task CM 5)*

(Note) These efforts will be coordinated with the District's Engineer of Record to insure that there is no overlap or redundancy of efforts.

- f. Develop list of items needing completion or correction. *(Task CM 6)*
 - g. Negotiate all contact with engineers and other consultants regarding scope and costs of necessary change orders. *(Task CM 7)*
 - h. Provide proof of compliance to State and Federal grant funding entities. *(Task CM 8)*
 - i. Meet with, on an ongoing basis, the professional selected by the District to insure that design concepts, construction standards, timeframes and budgets are adhered to according to contract commitments. *(Task CM 9)*
 - j. Assist in the resolution of conflicts, problems or other activities relative to projects authorized by the District. The disputes may include, contract issues, change orders, service interruption issues, coordination with other utilities for government entities and customer relations. *(Task CM 10)*
 - k. Coordinate and maintain involvement with a community information program regarding the KLP and KLTV. This will include meetings and discussions with the residents to insure that they are continually informed as to the progress of the projects. *(Task CM 11)*
 - l. Conduct close out procedures at the conclusion of each capital project. Including, a report to the District outlining the logical costs of these facilities, impact on operations and maintenance, customer service, wastewater capacity, storage facilities, distribution facilities, buildings and other infrastructure. This report will be prepared in concert with the District's Engineer and the Contractor. *(CM 12)*
- **Presentations:** The District Manager will attend and participate in all presentations required to insure that the District's projects are on schedule and that appropriate information is being maintained to track and monitor such compliance. Periodic meetings within the neighborhood groups with the engineers and contract managers to explain the purpose of the project,

interruptions that may occur and a point of contact for customer complaints or anticipated concerns. In addition, the District Manager anticipates presentations and meetings with local governmental entities and other interested parties to provide necessary information regarding the progress of these projects.

Reimbursement to Government Services Group, Inc.: Payment for services rendered consistent with this agreement shall be on a fixed fee basis as described in the following chart. The functions performed under this scope of effort apply jointly to the Key Largo Park and the Key Largo Trailer Village projects. For purposes of accounting, each ERC of benefiting property will share equally in these costs. Key Largo Park with 283 out of 850 total ERC's would be assigned 33.3 percent of costs. Key Largo Village with 567 out of 850 total ERC's would be assigned 66.7 percent of costs.

Month & Year	Expenses		
	Key Largo Park	Key Largo Trailer Village	Total
September-03	\$ 2,955.79	\$ 5,920.46	\$ 8,876.25
October-03	2,955.79	5,920.46	8,876.25
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August-05	2,955.79	5,920.46	8,876.25
Totals	\$ 70,938.96	\$ 142,191.04	\$ 213,030.00

WORK AUTHORIZATION GSG 03-01 (Amendment 1)

a

(Construction or Contract for Consulting/Professional Services) Agreement Between the

**Key Largo Wastewater Treatment District (KLWTD),
a legal entity and public body created by
Chapter 02-337, Laws of Florida, 2003**

and

(Government Services Group)

SCOPE OF SERVICE: Capital Project and Grants Administration Management

**PROJECT COST: \$213,030 – Amended Fixed Fee Project No. GSG 03-01
(\$63,030 increase)**

PROJECT SCHEDULE: Twenty-Four (24) months from project commencement

Administrative Fee to Government Services Group, Inc. (3% if applicable): N/A

NOTICE/PROJECT MANAGER OF CONSULTANT:

**Robert Sheets, District Manager
Government Services Group
1500 Mahan Drive, Suite 250
Tallahassee, FL 32308**

**Andrew Tobin, Chair
KLWTD
Post Office Box 491
Key Largo, FL 33037**

Certification that Sufficient Funds are Available:

**David R. Miles
Chief Financial Officer**

**Charles L. Sweat
Director of Operations**

Dated this ____ day of _____, 2003.

6630 Front Street
Key West, FL 33040
Phone: 305-481-0347
Fax: 305-295-0143

**Weiler Engineering
Corporation**

Fax

To: Charles Sweat & Faith Doyle **From:** Ed Castle

Fax: 407-629-6963 **Date:** October 6, 2003

Phone: 407-629-6900 **Pages:** 7

Re: DSEA comments **CC:**

Urgent **For Review** **Please Comment** **Please Reply** **Please Recycle**

•Comments:



"Excellence in Engineering"

20020 Veterans Boulevard., Suite 7
Port Charlotte, FL 33954
(941) 764-6447 ph
(941) 764-8915 fax

October 6, 2003

Mr. Charles Sweat
Government Services Group
614 N. Wymore Rd.
Winter Park, FL 32789

Re: Draft Supplemental Environmental Assessment

Mr. Sweat:

The Weiler Engineering Corporation has reviewed the Draft Environmental Assessment prepared for FEMA by URS Group, Inc. WEC also reviewed the comments provided by the South Florida Water Management District, The Florida Department of Environmental Protection and the US Fish and Wildlife Service. In reviewing the DSEA, WEC attempted to address issues not previously discussed by these groups.

Attached are WEC's comments regarding the DSEA.

Sincerely

Ed Castle, PE

**PRELIMINARY DRAFT
SUPPLEMENTAL ENVIRONMENTAL
ASSESSMENT**

**The Key Largo Trailer Village and
Key Largo Park Wastewater Projects
MONROE COUNTY, FLORIDA**

Prepared for

The Federal Emergency Management Agency
Region IV
3003 Chamblee-Tucker Rd.
Atlanta, GA 30341

September 9, 2003

Comments by

**The Weiler Engineering Corporation
20020 Veterans Blvd., Suites 7 - 9
Port Charlotte, Florida 33954**

The Key Largo Trailer Village and Key Largo Park Wastewater System Projects
 Comments: PRELIMINARY DRAFT SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT

Abstract

Alternate 1 – No Action Alternative

Add the following sentence or include *grant funding* as a funding source: Grant funding for the construction of wastewater collection/transmission systems and treatment facilities should be pursued to offset the high capital cost.

SECTION TWO

Alternatives Analysis

2.1 Alternate 1 – No Action Alternative

Section reference, PEA Section 2.3.1 (No Action Alternate), is difficult to follow. The PEA should be included as an Appendix.

2.2 Alternate 2 – New Wastewater Treatment Plant on Northern Site

Paragraph 1

Section reference, PEA Section 2.3.2 (Centralized Wastewater Treatment Plant Alternate), is difficult to follow. The PEA should be included as an Appendix.

Paragraph 2

Based on estimates of the developed and future EDUs within the Phase I service area, the total estimated annual average daily flow (AADF) was calculated as 122,000 gpd (Boyle, 2003).

Table 2-1 lists the value as 122,300.

The total flow from the developed EDUs is about 104,000 gpd or 85% of the plant's Phase I capacity. 104,000 gpd is 69% of the plant's Phase I capacity.

Consequently, about 18,000 gpd AADF, or 15% of the WWTP capacity, is available for future growth. 46,000 gpd AADF, or 31% of the WWTP capacity, is available for future growth.

Paragraph 4

Peak Hour Flow (PHF) 1,412,000 gpd

Should be 1,413,750 gpd (377,000 gpd times 3.75 peak hour factor)

2.2.2 Wastewater Treatment Plant

Paragraph 1

The proposed plant site is a 1,200-foot wide by 1,600-foot long, 22-acre open space containing high-quality hardwood hammock habitat.

1,200 feet by 1,600 feet is 44 acres.

Figure 2.5 Proposed Key Largo WWTP Preliminary Drawings (Boyle, 2003)

Show all treatment tanks identified for Phase I and Phase II, well and dumpster locations. Provide parking for employees. Show location of administration, laboratory, and maintenance buildings. Provide hazardous chemical storage building.

**The Key Largo Trailer Village and Key Largo Park Wastewater System Projects
Comments: PRELIMINARY DRAFT SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT**

Paragraph 5

Ultraviolet radiation disinfection is a passive treatment means and would not result in the addition of materials to the effluent.

Reword the sentence: Ultraviolet irradiation, a passive disinfection treatment process, does not result in the addition of materials to the effluent.

Add the sentences: A minimum concentration of 0.5 mg/L total chlorine residual after 15 minutes of contact time at peak hourly flow will be maintained. In recent years, ultraviolet irradiation has become the preferred method of disinfection due to the hazards associated with the handling and storage of chlorine.

Section reference (PEA Section 2.3.2.2 [Wastewater Treatment Plant Effluent Disposal Options]) is difficult to follow. The PEA should be included as an Appendix.

At a minimum, the PEA Wastewater Treatment Plant Effluent Disposal Options should include the following information.

The Florida Legislature allows for two acceptable methods of wastewater effluent disposal in Monroe County, underground injection wells and reuse systems.

For wastewater treatment facilities with design capacities less than 1 mgd, a Florida Department of Environmental Protection permitted Class V injection well is required, 90 feet deep and cased to depth of 60 feet. Wastewater treatment facilities with design capacities equal to or greater than 1 mgd a Florida Department of Environmental Protection permitted Class I injection well, cased to a minimum depth of 2,100 feet, is required.

Reuse systems, including slow-rate land application (irrigation) and industrial reuse systems (toilet flushing, fire protection, and cooling towers), apply to wastewater treatment facilities equal to or greater than 0.1 mgd.

A wastewater treatment facility utilizing a land application reuse system may benefit from nutrient uptake by the grass, and incorporate nutrient uptake rates by the grass to achieve the required nutrient removal treatment. However, total suspended solids removal and high level disinfection must be achieved at all times to meet the minimum limitations required for reuse systems.

Wastewater treatment facilities utilizing reuse systems, including slow-rate land application, will be required to provide a complete design backup disposal system, including additional storage capacity and disposal wells.

Based on the high cost of reuse system transmission, requirement for a backup system, and the high effluent water quality limitation standards, the feasibility of utilizing reuse for wastewater effluent disposal is limited. The lowest cost method of wastewater effluent disposal is by underground injection well. The cost for a Class I underground injection well, recently constructed on Fleming Key, Key West, Florida is \$4.2 million dollars.

Paragraph 7

Decanted sludge would be temporarily stored in an aerated holding tank on-site, and the liquid sludge would be hauled by truck to one of the three Monroe County Solid Waste Transfer Stations.

Add the following sentence: Wastewater treatment plant solids are trucked from the County transfer stations to the Miami-Dade Water and Sewer Department South District WWTP for final treatment and disposal.

The Key Largo Trailer Village and Key Largo Park Wastewater System Projects
Comments: PRELIMINARY DRAFT SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT

Add the following paragraph: Evaluations and cost comparisons for solids handling systems and disposal alternatives typically favor belt filter press dewatering, Class B lime stabilization, and truck hauling of cake to land application sites as the most favorable treatment and disposal method. Lime stabilization occurs at facilities with capacities less than 0.5 mgd as a batch process using bagged lime. Facilities with capacities greater than 0.5 mgd integrate automatic lime storage and feed systems. Anaerobic digestion followed by centrifuge dewatering, also a cost effective treatment process, has a higher level of operation complexity than aerobic solids digestion and lime stabilization.

2.3.2 Vacuum Pump Station

The VPS would be located at the treatment plant site as described in Alternative 2 (Section 2.2.1; Figure 2.6).

Should reference Figure 2-5. Proposed Key Largo WWTP Preliminary Drawings (Boyle, 2003).

Provide a new Figure, independent of the Alternative 2 Northern Site wastewater treatment plant and vacuum station configuration. Show the new pump station, influent vacuum mains, discharge yard piping, site access, parking, and landscaping. Property dimensions, including the area to be impacted by the new pump station, should be labeled.

2.3.3 Wastewater Transmission System

The proposed plant site is a 200-foot wide by 900-foot long, 3.8 acre site, which is cleared, grubbed, and developed, and is presently used for boat and vehicle storage and miscellaneous usage.

A 200-foot by 900-foot parcel is 4.1 acres.

Reword the sentence: The proposed plant site, a 3.8 acre site approximately 200 feet wide by 900 feet long cleared of native vegetation, is developed for miscellaneous, boat and vehicle storage.

SECTION THREE Affected Environment and Environmental Consequences

3.1.1 Topography

Affected Environment

Section reference, PEA Section 3.1.1.1 (Topography; Affected Environment), is difficult to follow. The PEA should be included as an Appendix.

Environmental Consequences

Paragraph 2

Start a new paragraph at the sentence: *Grading requirements would permanently change the surface topographic elevation of the subject properties, but this impact is minor because it would not significantly alter the flat surface topography of Key Largo.* Add the following sentence:

Stormwater management improvements will be made to the sites; rainwater runoff collection and transmission systems including retention areas will be incorporated into the site plan designs.

The Key Largo Trailer Village and Key Largo Park Wastewater System Projects
Comments: PRELIMINARY DRAFT SUPPLEMENTAL ENVIRONMENTAL ASSESSMENT

3.1.2 Soils

Affected Environment

Section reference, PEA Section 3.1.2.1 (Soils; Affected Environment), is difficult to follow. The PEA should be included as an Appendix.

3.1.3 Geology

Affected Environment

Section reference, PEA Section 3.1.3.1 (Geology), is difficult to follow. The PEA should be included as an Appendix.

Environmental Consequences

Paragraph 2

Excavation would be done to install the sewer mains at elevations 1-foot to 2-feet amsl NGVD along service roads, and to remove existing cesspits and septic systems.

Sewer mains should be installed with a minimum of 36 inches of cover. Section 3.1.1, Topography, identifies the elevations in the service area to be about 3 to 4 feet amsl. The sewer mains will be installed at 0 to 1-foot elevations.

Paragraph 3

This project will not require submittal of all well application forms listed in Table 3-1. FDEP Forms Required for Injection Wells.

Form Title	Form Number	
Application to Construct/Operate/Abandon Class I, III, or V Injection Well Systems	62-528.900(1)	yes
Certification of Plugging Completion Class I, III, or V Well	62-528.900(2)	NA
Construction/Clearance Permit Application for Class V Well	62-528.900(3)	NA
Certification of Class V Well Construction Completion	62-528.900(4)	yes
Authorization for Class V Well Use	62-528.900(5)	NA
Application for Class V Well Plugging and Abandonment Permit	62-528.900(6)	NA
General Permit Form for Closed-Loop Air Conditioning Return Flow Class V Injection Well	62-528.900(7)	NA
Notification to the Florida Department of Environmental Protection of Class V Well Ownership	62-528.900(8)	NA
Certification of Monitor Well Completion	62-528.900(10)	yes

Key Largo Trailer Village WEC 03-01

August 25 ~~October 1~~, 2003

Weiler Engineering's Scope of Services – Key Largo Trailer Village

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a wastewater treatment plant and collection system for the Key Largo Trailer Village (KLTV), located approximately at mile marker 102 in Key Largo. The system is designed to serve 445 current and 5 future residential EDUs and 61 developed and 56 future commercial EDUs, yielding a total service of 567. Boyle Engineering, under contract with the Florida Keys Aqueduct Authority, previously completed the preliminary design for this project.

The KLWTD requires design review services for the new wastewater treatment plant, vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

- Review Engineering Design Reports, shop drawings, pay requests, change orders, and operations & maintenance submittals and preliminary, as well as final construction plans.
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- Respond to Requests for Clarification by the Contractor, as well as serve as the District's liaison to the Design/Build (DB) Consultant, The Haskell Company, for other construction issues.
- Participate in start-up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG), staff and the design engineer for the DB Consultant to provide construction observation services that 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, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with KLWTD, GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" for the construction contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for construction at the KLTV;
4. Make recommendations to KLWTD regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts, if applicable ~~(specifically, relating to the Key Largo Park project being completed by the design/build team);~~ and
5. Update the schedule for the project and provide a summary status report to the District.

~~WEC will adjust the Scope as outlined in WEC 03-02 if Brown & Caldwell is retained to complete the Key Largo Park project as Engineer of Record. The fees will be adjusted in accordance with the revised scope after the initial coordination meeting between the associated parties and upon approval of the District.~~

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.

5. Provide comments, requests for additional information and recommendations to the DB Consultant for final inclusion in the PDR.
- B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
1. Review final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.

2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.
 3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.
 4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.
- B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

1. General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Agreement and the Construction Contract between the KLWTD and the Contractor. All of KLWTD's instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor 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 an RPR at the KLV Site to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit G.~~
- ~~32. Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of Work at the Site.~~
- ~~43. Visits to Site and Observation of Construction. Make visits to the Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.~~
- ~~54. Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such~~

observations, WEC 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.

65. Clarifications and Interpretations-Field Orders. Review clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of Contractor's work and make recommendations to KLWTD.

76. Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate.

87. Shop Drawings and Samples. Review and approve or take other appropriate action in respect to shop drawings, samples and other data which Contractor and DB CONSULTANT is required to submit.

98. Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

409. Inspections and Tests. Assure that the DB Consultant has required such special inspections or tests of Contractor'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.

4410. Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.

4211. Applications for Payment. Review Contractor's Applications for Payment and all accompanying support documentation.

4312. Contractor's Completion Documents.

- a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.
- b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.

c. WEC shall transmit these documents to KLWTD.

14. Substantial Completion. Promptly after notice from Contractor that the entire work is ready for its intended use, in company with DB Consultant and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of KLWTD, WEC considers the Work Substantially Complete, WEC shall review a certificate of Substantial Completion delivered by the DB Consultant to KLWTD.

15. Final Notice of Acceptability. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided by the Contractor and the project being completed concurrently with the Key Largo Park project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLTV Project or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

Key Largo Trailer Village
WEC 03-01
EXHIBIT B

Scope of Services, dated August 20, 2003
KLTV

The KLWTD shall pay WEC for Basic Services, including ~~services of Resident Project Representative and Post-Construction Phase~~ services, if any, as follows:

A Lump Sum amount of ~~\$246,645~~166,590 based on the following assumed distribution of compensation:

Design Phase	\$ 22,030
Construction Administration	\$ 57,355
Detailed Observation	<u>\$137,23087,205</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by the KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on Contract Times to complete a portion of the Work running concurrently within the time frame allocated for the Key Largo Park project and outlined in the schedule included with the construction contract between KLWTD and the Haskell Company. It is understood that the construction contract with the Haskell Company for this Project specifies approximately 13 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure the District a satisfactory project. Should the Contract Times to complete the Work be extended beyond this period, the total compensation to WEC shall **not** be adjusted unless KLWTD

recovers compensation such as Liquidated Damages or the extension of time is a result of approved changes in the Work.

5. If more prime contracts are awarded for Work for this Project other than identified herein, WEC shall be compensated accordingly.

Key Largo Trailer Village
WEC-03-01

EXHIBIT C

Scope of Services, dated August 20, 2003 KLTV

Resident Project Representative

~~— A. WEC shall furnish a Resident Project Representative (“RPR”), assistants, and other field staff to assist WEC in observing progress and quality of the Work. The RPR, assistants, and other field staff as described within this Exhibit C may provide full time representation or may provide representation to a lesser degree.~~

~~— B. Through such additional observations of Contractor’s work in progress and field checks of materials and equipment by the RPR and assistants, WEC shall endeavor to provide further protection for KLWTD against defects and deficiencies in the Work. However, WEC shall not, during such visits or as a result of such observations of Contractor’s work in progress, supervise, direct, or have control over the Contractor’s Work nor shall WEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor’s work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor’s performing and furnishing the Work, or responsibility of construction for Contractor’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 WEC in the Scope of Services and Contract for Consulting/Professional Services with the KLWTD and in the Contract Documents, and are further limited and described as follows:~~

~~1. General: RPR is WEC’s agent at the Site, will act as directed by and under the supervision of WEC, and will confer with WEC regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor’s work in progress shall in general be with WEC and Contractor, keeping KLWTD advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with KLWTD with the knowledge of and under the direction of WEC.~~

~~2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with WEC concerning acceptability.~~

~~3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.~~

~~4. Liaison: —~~

~~—a.—Serve as WEC's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.~~

~~b.—Assist WEC in serving as KLWTD's liaison with Contractor when Contractor's operations affect KLWTD's on-Site operations.~~

~~c.—Assist in obtaining additional details or information from KLWTD, when required for proper execution of the Work.~~

~~5.—Interpretation of Contract Documents: Report to WEC when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by WEC.~~

~~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 Contractor, and notify WEC of availability of Samples for examination.~~

~~c.—Advise WEC and Contractor 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 WEC.~~

~~7.—Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to WEC. Transmit to Contractor in writing decisions as issued by WEC.~~

~~8.—Review of Work and Rejection of Defective Work:~~

~~a.—Conduct on-Site observations of Contractor's work in progress to assist WEC in determining if the Work is in general proceeding in accordance with the Contract Documents.~~

~~b.—Report to WEC whenever RPR believes that any part of Contractor'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 WEC 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 WEC 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 KLWTD's personnel, and that Contractor maintains adequate records thereof.~~
- e. ~~Observe, record, and report to WEC 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 WEC.~~

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, WEC's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.~~
- b. ~~Prepare a daily report or keep a diary or log book, recording Contractor'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 WEC.~~
- e. ~~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 WEC.~~

11. Reports:

- a. ~~Furnish to WEC periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~
- b. ~~Draft and recommend to WEC proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- e. ~~Furnish to WEC and KLWTD copies of all inspection, test, and system startup reports.~~
- d. ~~Report immediately to WEC 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 Contractor for compliance with the established procedure for their submission and forward with recommendations to WEC, 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 Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to WEC for review and forwarding to KLWTD prior to payment for that part of the Work.~~

~~14. *Completion:*~~

~~a. Before WEC issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.~~

~~b. Observe whether Contractor 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 WEC, KLWTD, and Contractor 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 WEC 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 WEC's authority as set forth in the Agreement or the Contract Documents.~~

~~3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.~~

~~4. Advise on issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor'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 KLWTD or Contractor.~~

- ~~6. Participate in specialized field or laboratory tests or inspections conducted off site by others except as specifically authorized by WEC.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize KLWTD to occupy the Project in whole or in part.~~

Key Largo Park WEC 03-02

August 25 ~~October 1~~, 2003

Weiler Engineering's Scope of Services – Key Largo Park (~~WEC acting as Engineer of Record~~)

The Key Largo Wastewater Treatment District (KLWTD) is currently in the beginning phase of constructing a collection system for the Key Largo Park (KLP), located approximately at mile marker 102 in Key Largo. The wastewater treatment facility associated with this collection system will be constructed concurrently as a separate project with the Key Largo Trailer Village (KLTV). The KLP collection system is designed to serve a total of 283 residential EDUs to include 226 current and 57 future units. Boyle Engineering has completed the design and permitting for this project and the KLWTD has, at this time, negotiated a Contract with Douglas Higgins, Inc. to construct the system.

~~As Engineer of Record for the Key Largo Park, the Weiler Engineering Corporation (WEC) will provide design review for the new vacuum collection system, designed by Boyle Engineering. WEC will provide a technical and value engineering review of the construction plans and specifications prior to construction and will offer recommendations as to potential savings.~~

~~Upon approval from KLWTD, WEC will prepare modifications to the previously completed plans and specifications to accommodate the entire KLP and an additional 23 EDUs in the *Sunset Waterways Subdivision*.~~

The KLWTD requires design review services for the vacuum pump station and vacuum collection system. The Weiler Engineering Corporation (WEC), on behalf of the District, will:

~~WEC will provide Construction Administration services for the KLP Project to include:~~

- Review of shop drawings, pay requests, change orders, and operations & maintenance submittals;
- Respond to Requests for Clarification by the Contractor, as well as serve as KLWTD's liaison to the Contractor for other construction issues;
- Provide a technical and value engineering review of construction plans and specifications prior to submittal for permitting, and construction.
- ~~– Perform system start-up observation; and~~
- Attend meetings as may be required for pre-submittal of the permit applications, along with meetings involving the KLWTD and other consultants.
- ~~– Provide record drawings, and close-out documents, for final certification.~~
- Participate in start up of the treatment plant and collection system.
- Review record drawings, and final close-out documents provided by the Engineer of Record and the Contractor.

WEC will rely on information provided by the District Manager's, Government Services Group's (GSG) staff and the design engineer for the design-Build (DB) team to provide construction observation services that include:

- ~~—Performing on-site construction observation concurrently with the KLTV;~~
- Preparing daily, weekly, and monthly inspection reports;
- Maintaining construction record field data; and
- Preparing monthly, as well as, final progress reports to the KLWTD.

A breakdown of service cost is outlined in "Exhibit B". Upon KLWTD's authorization to proceed, WEC's services during design and construction will include those outlined above and more specifically as follows:

Basic Services

Data Acquisition Phase

Initially, within the first thirty days after the approval is given to proceed, WEC will coordinate with GSG, Contractors and other Consultants to:

1. Review all Design data and information available for the project provided by the District and Boyle Engineering;
2. Provide assistance with the preparation of the "Notice to Proceed" with the Construction Contract;
3. Attend a kickoff meeting with all parties involved and coordinate the responsibilities of each party for both projects, KLP and KLTV;
4. Upon review of the available information and coordination with the other Consultants and Contractors and the District, make recommendations to the District regarding modification to the Scope of Services for Engineering Consultants and/or to the Construction Contracts if applicable ~~(specifically relating to the KLP project being completed by the DB team); and~~
5. Update the schedule for the KLP project and provide a summary status report to the KLWTD.

~~WEC will adjust the WEC Scope as outlined in WEC 03-02 if Brown & Caldwell is retained to complete the Key Largo Park project as Engineer of Record. The fees will be adjusted in accordance with the revised scope after the initial coordination meeting between the associated parties and upon approval of the revised scope by KLWTD.~~

Design Phase

~~A. WEC will review the existing approved plans and prepare modifications to the plans to accommodate the Sunset Village Subdivision, including:~~

- ~~1. Preparation of final Drawings and Specifications indicating the scope, extent, and character of the work to be performed and furnished by Contractor;~~
- ~~2. Preparation of technical criteria, written descriptions, and design data for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the KLP project and assist KLWTD in consultations with appropriate authorities;~~
- ~~3. Upon review of the initial information including construction contracts, permits, plans, specifications, reports and other available data, advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC; and~~
- ~~4. Preparation of the Final Design Documents for final inclusion in the Final Design Phase documents.~~

~~B. WEC's services under the Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.~~

Study and Report Phase

A. WEC shall:

1. Consult with KLWTD to define and clarify KLWTD's requirements for the Project and review available data.
2. Identify, consult with, and analyze requirements of governmental authorities having jurisdiction to approve the portions of the Project including but not limited to mitigating measures identified in the environmental assessment.
3. Identify and evaluate alternate solutions available to KLWTD for completion of the project.
4. Review the Preliminary Design Report (PDR) prepared by the DB consultant.
5. Provide comments, requests for additional information and recommendations to DB CONSULTANT for final inclusion in the PDR.

B. WEC's services under the Study and Report Phase will be considered complete on the date when the final copies of the revised PDR have been accepted and approved by the KLWTD.

Preliminary Design Phase

- A. After acceptance by KLWTD of the PDR, selection by KLWTD of a recommended solution and indication of any specific modifications or changes in the scope, extent, character, or design requirements of the Project desired by KLWTD, and upon written authorization from KLWTD, WEC shall:
1. Review Preliminary Design Phase documents consisting of final design criteria, preliminary drawings, outline specifications and written descriptions of the Project.
 2. Review necessary field surveys and topographic and utility mapping for design purposes.
 3. Advise KLWTD if additional reports, data, information, or services are necessary and assist KLWTD in obtaining such reports, data, information, or services.
 4. Review an adjusted opinion of probable cost and make recommendations to the KLWTD.
 5. Provide comments, request for additional information and recommendations to DB Consultant for final inclusion in the Preliminary Design Phase documents.
- B. WEC's services under the Preliminary Design Phase will be considered complete on the date when final copies of the Preliminary Design Phase documents have been accepted and approved by the KLWTD.

Final Design Phase

- A. After acceptance by KLWTD of the Preliminary Design Phase documents and revised opinion of probable construction cost, WEC shall:
1. Review Final Drawings and Specifications indicating the scope, extent, and character of the Work to be performed and furnished by Contractor.
 2. Review technical criteria, written descriptions, and design data provided by the DB Consultant for KLWTD's use in filing applications for permits from or approvals of governmental authorities having jurisdiction to review or approve the final design of the Project and assist KLWTD in consultations with appropriate authorities.
 3. Advise KLWTD of any adjustments to the opinion of probable construction cost and any adjustments to total project costs known to WEC or provided by DB consultant.

4. Receive the Final Design Documents and provide comments, requests for additional information and recommendations to DB Consultant for final inclusion in the Final Design Phase documents.

B. WEC's services under the Final Design Phase will be considered complete on the date when the submittals have been accepted and approved by the KLWTD.

Construction Phase

WEC's services during construction will include specifically the following:

1 General Administration of Construction Contract. Consult with KLWTD and act as KLWTD's representative as provided in the Contract for Consulting/Professional Services and the Construction Contract between the KLWTD and the Contractor. KLWTD's Instructions to Contractor will be issued through WEC, who shall have authority to act on behalf of KLWTD in dealings with Contractor 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 an RPR at the Site to assist the WEC and to provide more extensive observation of Contractor's work. Duties, responsibilities, and authority of the RPR are provided in Exhibit C.~~

~~3 Selecting Independent Testing Laboratory. Assist KLWTD in the selection of an independent testing laboratory.~~

42 Pre-Construction Conference. Participate in a Pre-Construction Conference prior to commencement of work at the KLP.

~~5 Baselines and Benchmarks. As appropriate, coordinate with contractor's surveyor to establish baselines and benchmarks for locating the work which in WEC's judgment are necessary.~~

63 Visits to Site and Observation of Construction. Make visits to the KLP Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the work.

74 Defective Work. Recommend to KLWTD that Contractor's work be disapproved and rejected while it is in progress if, on the basis of such observations, WEC 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.

85 Clarifications and Interpretations; Field Orders. As necessary, issue necessary clarifications and interpretations of the Contract Documents. Such

clarifications and interpretations will be consistent with the intent of and reasonably inferable from the Contract Documents. WEC may issue Field Orders authorizing minor variations from the requirements of the Contract Documents.

96 Change Orders and Work Change Directives. Recommend Change Orders and Work Change Directives to KLWTD, as appropriate, and prepare Change Orders and Work Change Directives as required.

407 Shop Drawings and Samples. Review and approve or take other appropriate action in respect to Shop Drawings and Samples and other data which Contractor is required to submit.

418 Substitutes and "or-equal." Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by Contractor.

429 Inspections and Tests. Require such special inspections or tests of Contractor'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.

4310 Disagreements between KLWTD and Contractor. Render formal written decisions on all claims of KLWTD and Contractor relating to the acceptability of Contractor's work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor's work.

4411 Applications for Payment. Review contractor's applications for payment and all accompanying support documentation.

4512 Contractor's Completion Documents.

a. Review maintenance and operating instructions, schedules, and guarantees received from DB Consultant.

~~Receive and review maintenance and operating instructions, schedules, and guarantees received from Contractor.~~

b. From DB Consultant, receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by Contractor to obtain final payment.

~~Receive bonds, certificates, or other evidence of insurance not previously submitted and required by the Contract Documents, certificates of inspection, tests and approvals, shop drawings, samples and other data approved, and the annotated record documents which are to be assembled by Contractor in accordance with the Contract Documents to obtain final payment.~~

c. WEC shall transmit the above-referenced documents to KLWTD.

- 16 Substantial Completion. Promptly after notice from Contractor that the entire Project is ready for its intended use, in company with KLWTD and Contractor, conduct an inspection to determine if the Work is Substantially Complete. If, after considering any objections of KLWTD, WEC considers the work Substantially Complete, WEC shall deliver a certificate of Substantial Completion to KLWTD and Contractor.
- 17 Final Notice of Acceptability of the Work. Conduct a final inspection to determine if the completed Work of Contractor is acceptable so that WEC may recommend, in writing, final payment to Contractor.

Duration of Construction Phase:

The fees for this project have been calculated based on the construction schedule provided for by the contractor and the project being completed concurrently with the KLV project. The Construction Phase will commence with the execution of the first Construction Agreement for the KLP or any part thereof and will terminate upon written recommendation by WEC for final payment to Contractors and acceptance by KLWTD.

**Key Largo Park
WEC 03-02**

EXHIBIT B

Scope of Services, dated ~~August 24~~October 1, 2003
KLP

The KLWTD shall pay WEC for Basic Services, including ~~services of Resident Project Representative and Post-Construction Phase services~~, if any, as follows:

A Lump Sum amount of ~~\$128,01084,035~~ based on the following assumed distribution of compensation:

a.	Design Phase	<u>\$10,5007,751</u>
b.	Construction Administration	<u>\$62,07045,819</u>
c.	Detailed Observation	<u>\$55,44030,465</u>

1. WEC may alter the distribution of compensation between individual phases noted herein to be consistent with services actually rendered, but shall not exceed the total Lump Sum amount unless approved in writing by KLWTD.

2. The Lump Sum includes compensation for WEC's services and services of WEC's Consultants, if any. Appropriate amounts have been incorporated in the Lump Sum to account for labor, overhead, profit, and Reimbursable Expenses.

3. The portion of the Lump Sum amount billed for services will be based upon WEC's estimate of the proportion of the total services actually completed during the billing period to the Lump Sum and, with the exception of the Design Phase, proportionate to the percent complete of the Construction Contract.

4. The Lump Sum is conditioned on contract times to complete the work running concurrently within the time frame allocated for the KLV Project and outlined in the schedule included with the construction contract between the KLWTD and the Haskell Company. It is understood that the construction contract with Douglas Higgins, Inc. for the KLP Project specifies approximately 9 months for construction and WEC's fees for Detailed Observation have been calculated based on this schedule and the time WEC feels necessary to assure KLWTD a satisfactory project. Should the contract times to complete the work be extended beyond this period, the total compensation to WEC shall not be adjusted unless KLWTD is entitled to compensation such as Liquidated Damages, or the extension of time is a result of approved changes in the work.

5. If more prime contracts are awarded for work designed or specified by WEC for this Project other than identified herein, the WEC shall be compensated.

Left Blank Intentionally

EXHIBIT C

Resident Project Representative

~~_____ A. _____ WEC shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist WEC in observing progress and quality of the Work. The RPR, assistants, and other field staff as described within Exhibit C may provide full time representation or may provide representation to a lesser degree.~~

~~_____ B. _____ Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, WEC shall endeavor to provide further protection for KLWTD against defects and deficiencies in the Work. However, WEC shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over the Contractor's Work nor shall WEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by Contractor, for safety precautions and programs incident to the Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility of construction for Contractor'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 WEC in the Scope of Services and Contract for Consulting/Professional Services with the KLWTD and in the Contract Documents, and are further limited and described as follows:~~

- ~~1. General: RPR is WEC's agent at the Site, will act as directed by and under the supervision of WEC, and will confer with WEC regarding RPR's actions. RPR's dealings in matters pertaining to the Contractor's work in progress shall in general be with WEC and Contractor, keeping KLWTD advised as necessary. RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor. RPR shall generally communicate with KLWTD with the knowledge of and under the direction of WEC.~~
- ~~2. Schedules: Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by Contractor and consult with WEC concerning acceptability.~~
- ~~3. Conferences and Meetings: Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.~~
- ~~4. Liaison:
 - ~~a. Serve as WEC's liaison with Contractor, working principally through Contractor's superintendent and assist in understanding the intent of the Contract Documents.~~~~

- ~~b. Assist WEC in serving as KLWTD's liaison with Contractor when Contractor's operations affect KLWTD's on-Site operations.~~
 - ~~c. Assist in obtaining from KLWTD additional details or information, when required for proper execution of the Work.~~
- ~~5. Interpretation of Contract Documents: Report to WEC when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by WEC.~~
- ~~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 Contractor, and notify WEC of availability of Samples for examination.~~
 - ~~c. Advise WEC and Contractor 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 WEC.~~~~
- ~~7. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to WEC. Transmit to Contractor in writing decisions as issued by WEC.~~
- ~~8. Review of Work and Rejection of Defective Work:
 - ~~a. Conduct on-Site observations of Contractor's work in progress to assist WEC in determining if the Work is in general proceeding in accordance with the Contract Documents.~~
 - ~~b. Report to WEC whenever RPR believes that any part of Contractor'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 WEC 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 WEC in advance of scheduled major inspections, tests, and systems startups of important phases of the Work.~~
 - ~~b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate KLWTD's personnel, and that Contractor maintains adequate records thereof.~~~~

- ~~c. Observe, record, and report to WEC appropriate details relative to the test procedures and systems startups.~~
- ~~d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to WEC.~~

~~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, WEC's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Project related documents.~~
- ~~b. Prepare a daily report or keep a diary or log book, recording Contractor'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 WEC.~~
- ~~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 WEC.~~

~~11. Reports:~~

- ~~a. Furnish to WEC periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.~~
- ~~b. Draft and recommend to WEC proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.~~
- ~~c. Furnish to WEC and KLWTD copies of all inspection, test, and system startup reports.~~
- ~~d. Report immediately to WEC 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 Contractor for compliance with the established procedure for their submission and forward with recommendations to WEC, 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 Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to WEC for review and forwarding to KLWTD prior to payment for that part of the Work.~~

~~14. Completion:~~

~~a. Before WEC issues a Certificate of Substantial Completion, submit to Contractor a list of observed items requiring completion or correction.~~

~~b. Observe whether Contractor 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 WEC, KLWTD, and Contractor 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 WEC 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 WEC's authority as set forth in the Agreement or the Contract Documents.~~

~~3. Undertake any of the responsibilities of Contractor, subcontractors, suppliers, or Contractor's superintendent.~~

~~4. Advise on, issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of Contractor'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 KLWTD or Contractor.~~

- ~~6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by WEC.~~
- ~~7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.~~
- ~~8. Authorize KLWTD to occupy the Project in whole or in part.~~

10/20 scanned & sent to [unclear]

**Key Largo Wastewater Treatment District
Payments Pending, October 15, 2003
Prepared October 8, 2003**

Date of Invoice	Vendor	Invoice #	Description	Invoice Amount	Date Due	Date Paid
09/10/03	Bell South	X005189	Telephone 9/10 to 10/2003	41.59	10/10/03	9/22/03
09/28/03	Cooke Communications	275288	Legal Advertisements Sept 2003	423.60	10/24/03	
10/01/03	FL Dept. of Community Affairs	11320	Special District Fee for FY 2003-2004	175.00	12/08/03	
08/15/03	Florida Municipal Insurance Tr.	FMIT #1045	1st Qtr Insurance Premium	1,875.00	10/01/03	
10/08/03	Government Services Group	03021-7226	Copier & Postage Charges September 0	228.88	10/31/03	
10/08/03	Government Services Group	03021-7225	October 2003- Management Fee	10,800.00	10/31/03	
09/23/03	Government Services Group	03021-7175	Key Largo Park Const. Super. (1 of 24)	2,081.25	10/31/03	
09/23/03	Government Services Group	03021-7176	Key Largo TV Const. Super. (1 of 24)	4,168.75	10/31/03	
09/12/03	Jerry Wilkinson	Trvl 9-8-03	Travel Expenses on 09-08-03	39.44	Upon Receipt	9/26/03
09/09/03	Lewis, Longman & Walker, PA	30957	Legal Expenses through Aug. 31, 2003	6,500.89	Upon Receipt	
09/29/03	Weiler Engineering Corporation	33693	Park Design & Meetings	3,162.50	Upon Receipt	
09/29/03	Weiler Engineering Corporation	33694	Village Design & Meetings	7,294.50	Upon Receipt	
09/30/03	Andrew Tobin, Chairman	Payroll	September 2003	600.00	10/10/03	
09/30/03	Gary Bauman	Payroll	September 2003	600.00	10/10/03	
09/30/03	Cris Beaty	Payroll	September 2003	600.00	10/10/03	
09/30/03	Charles Brooks	Payroll	September 2003	600.00	10/10/03	
09/30/03	Jerry Wilkinson	Payroll	September 2003	600.00	10/10/03	
09/30/03	Internal Revenue Service	FICA & Medicare	Employer Share, Payroll Taxes	229.50	10/10/03	
Total				\$ 40,020.90		

Approved for Payment


 Andrew Tobin, KLWTD Chair


 Cris Beaty, KLWTD Secretary

10/15/03
 (Date)



KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491, KEY LARGO, FLORIDA 33037
(305) 451-5105

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Faith Doyle, Clerk to the Board
Charles Sweat, Director of Operations

FROM: David R. Miles, Chief Financial Officer

DATE: October 8, 2003

RE: Pending Payments Key Largo Wastewater Treatment District

Dear Commissioners:

This agenda item is designed to provide an update on the financial status of the Key Largo Wastewater Treatment District. As of October 8, 2003, the District had \$28,869.82 in its bank account, this is prior to deducting the September payroll due October 10th. We have \$40,020.90 in invoices and payroll amounts in-hand for payment by October 31, 2003. Exhibit A is the list of currently outstanding invoices pending payment. Two small amounts, the September telephone bill to Bell South of \$41.59 and a travel payment to Jerry Wilkinson of \$39.44 have been paid.

We submitted payment request number 4 for the Monroe County Grant on September 15, 2003 to the County for payment. We are expecting the payment to be made by the end of next week for the remaining \$34,806.42 in the grant. Combined with our on-hand balance of \$28,869.82, sufficient funds should be available through the end of October to pay all bills when due.

An invoice was forwarded to the South Florida Water Management District (SFWMD) on October 2, 2003 for the full \$100,000.00 amount of their grant.

Board approval of the accounts payable list and ratification of the two small payments is requested as shown at Exhibit A.

Board of Directors: Chairman Andrew Tobin, Gary Bauman, Cris Beaty, Charles Brooks, Jerry Wilkinson

NAME

I HAVE ALREADY PROVIDED A RESUME AND INTRODUCTORY EMAIL, AND I HAVE ADDITIONAL COPIES WITH ME

AS YOU CAN SEE

I HAVE EXTENSIVE EXPERIENCE ADVISING BOTH PUBLIC AND PRIVATE OWNERS IN PROCUREMENT AND CONSTRUCTION MATTERS

I BELIEVE THAT I CAN MAKE A POSITIVE CONTRIBUTION TO THE KEY LARGO WASTEWATER TREATMENT DISTRICT

MY PHILOSOPHY OF PRACTICING LAW IS THAT MY JOB IS TO ASSIST MY CLIENT IN ACHIEVING ITS GOALS

WHILE COMPLYING WITH APPLICABLE LAW

IN ORDER TO DO THAT, IT IS MY PRACTICE TO TRY TO UNDERSTAND THE CLIENT'S BUSINESS OBJECTIVES AND TO GIVE ADVICE THAT WILL HELP TO ACHIEVE THEM

I HAVE A TRACK RECORD OF 25 YEARS OF DOING THAT, AND DOING IT COST-EFFECTIVELY AND EFFICIENTLY, AND I HAVE PROVIDED REFERENCES WHO WILL CONFIRM THAT

I'M NOT AFRAID TO GIVE YOU BUSINESS ADVICE, AS WELL AS LEGAL ADVICE, BUT I KNOW THE DIFFERENCE BETWEEN THE TWO, AND I WILL LET YOU KNOW WHEN I AM GIVING YOU BUSINESS ADVICE

I HOPE TO HAVE THE OPPORTUNITY TO DO THAT FOR YOUR AGENCY

IF YOU CHOOSE TO RETAIN ME, I WILL DO MY VERY BEST TO GET TO KNOW EACH AND EVERY ONE OF YOU AND TO TRY TO UNDERSTAND YOUR VIEWS AS TO HOW TO GET THE JOB DONE

WHAT I KNOW ABOUT YOUR AGENCY IS BASICALLY WHAT I HAVE READ IN THE NEWSPAPER

ON THAT BASIS, I BELIEVE THAT I CAN BE OF SERVICE TO YOU IN RESOLVING SOME FUNDAMENTAL QUESTIONS ABOUT THE FUNCTION OF THE BOARD, PROCUREMENT PROCEDURES, CONTRACTING, AND MORE

I BELIEVE THAT IT IS IMPORTANT TO BE COST EFFICIENT IN RENDERING LEGAL SERVICES

I ALSO BELIEVE THAT IT IS IMPORTANT TO ARRIVE AT A FEE STRUCTURE THAT ENCOURAGES THE CLIENT TO ASK FOR ADVICE WITHOUT THE FEAR THAT THE COST OF THE ANSWER WILL BE GREATER THAN THE COST OF PROCEEDING WITHOUT ADVICE

ALTHOUGH I AM A NEWLY ADMITTED FLORIDA ATTORNEY, I THINK THAT I CAN PROVIDE THE SERVICES YOU NEED, EFFICIENTLY AND COST EFFECTIVELY

THIS IS THE FEE STRUCTURE THAT I PROPOSE:

- I WOULD ATTEND EACH OF YOUR MEETINGS FOR A FLAT FEE OF \$100 PER MEETING
- BEFORE CONDUCTING RESEARCH AND OTHER LEGAL ACTIVITIES, I WILL ASK THAT THE BOARD, AS A WHOLE, DETERMINE THAT THE ACTIVITIES ARE NEEDED, AND I WILL PROVIDE AN ESTIMATE OF THE TIME REQUIRED
- I WILL NOT CHARGE FOR TIME THAT MAY BE NEEDED TO FAMILIARIZE MYSELF WITH GENERAL LEGAL PRINCIPALS THAT I WOULD EXPECT AN EXPERIENCED FLORIDA ATTORNEY TO KNOW
- FOR CHARGEABLE TIME, I PROPOSE A RATE OF \$95/HOUR FOR THE FIRST 15 HOURS IN ANY MONTH, OVER AND ABOVE THE TIME NEEDED TO ATTEND MEETINGS
- AFTER 15 HOURS OF CHARGEABLE TIME IN ANY MONTH, I PROPOSE A RATE OF \$135/HOUR

I WOULD REMIND YOU THAT A CONTRACT BETWEEN AN ATTORNEY AND A CLIENT IS A ONE-WAY CONTRACT. IF YOU, AS THE BOARD SHOULD BECOME DISSATISFIED WITH MY SERVICES, YOU HAVE THE ABSOLUTE RIGHT TO TERMINATE OUR RELATIONSHIP AT WILL

I WOULD BE PLEASED TO ANSWER ANY QUESTIONS YOU MAY HAVE

Nicholas Mulick (maybe 187 Cort Ln Tavernier, FL 33070) 305-852-4351
Please forward - through Lupino office
91645 Overseas Highway
Tavernier, FL 33070
305-852-9292
305-852-8680 fax

*John Jabro
90311 Overseas Highway
Suite B
Tavernier, FL 33070
305-852-9233

Monday ^{phone w/} Oct 1 5pm

Debbie ^{Oct 15th @ 5pm okay}

852-9233 upper keys bar president is John Jabro 852 0686 fax him the ad.

*James Lupino
90130 Old Highway
Tavernier, FL 33070
305-852-8440
305-852-8848

① called yes 1000 am 9/11
② depending on resumed w/ 10/11

③ Not available Oct 1st his to call me 9/22 10/15 6pm

*Dirk M. Smits
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Highway, 3rd Floor
Islamorada, FL 33036
305-664-4675
fax 305-664-5414

upper ~~10/15~~ 10/15 th 4pm okay
305 - 393 - 0561 lows 453 - 7955

*Harvey Ziegler
305-852-5257
fax 305-852-0523
41 Jolly Roger Dr
Key Largo FL 33037

Call ^{to 9/6} 10/1 4pm
public return only
62 4/55
no pay to 65

**S. Harvey Ziegler, Esq.
41 Jolly Roger Drive
Key Largo, FL33037
(305) 852-5257 fax 852-0523
shzesq@bellsouth.net**

September 6, 2003

District Manager

KLWTD

1500 Mahan Dr. Ste 250

Tallahassee, Fl 32308

Re: Key Largo Wastewater Treatment District

Dear Gentle People:

Enclosed with this letter is my *Curriculum Vitae*. I will be happy to make a presentation at your board meeting.

I am now semi-retired and a full time resident of Key Largo. Since, moving to the Keys full time in 1998, I have been involved in some business and many community service projects including; mentor for Take Stock in Children, volunteer building four houses in Key Largo with Habitat for Humanity, founding director of the Good Health Clinic, a start up free health clinic for the uninsured, unqualified for medicaid, residents of the Upper Keys who require more then primary health care.

I look at the current opportunity as a chance to put more then 35 years of legal experience to use in a community service setting with the financial reward to be secondary. Due to being 62 years old and collecting social security I would be interested in deferred compensation in an annuity or pension mode to legally avoid social security penalties for excess income until I am 65 years old.

I have had extensive experience working with financial institutions, contractors, and developers in regard to contracts, permits and developments of regional impact, from governmental bodies, which experience would encompass similar issues to those facing the district. Please advise if I can provide any further information, thank you for your consideration

Sincerely


S. Harvey Ziegler, Esq.

Curriculum vitae
S. HARVEY ZIEGLER, ESQ.

OFFICE/RESIDENCE:

41 Jolly Roger Drive
Key Largo, Florida, 33037

Phone 305-852-5257
Fax 305-852-0523
Email zgpa@aol.com

PROFESSIONAL DATA:

Attorney-at-law:

- Admitted, Florida Bar, 1966.
- Admitted, United States District Court Trial Bar .
- Admitted, United States Circuit Court of Appeals,
- Admitted, United States Supreme Court.

Retired from active practice, acting as consultant, trustee, advisor, NASD Arbitrator and certified mediator.

Partner, Ziegler & Ginsburg, P.A., Coral Gables, Florida, April 1992

Managing Partner, Kirkpatrick & Lockhart, Resident Miami, Florida, 1986 to 1992.
(Member National Firm Management Committee 1989-1991).

Managing Partner, Therrel Baisden & Meyer Weiss, Miami Beach Florida, 1972 to 1986 (Member, Management Committee).

Associate and Partner, Walters Moore and Costanzo, Miami, Florida 1966 to 1972.

Memberships:

The Florida Bar from 1966

Certified Mediator Civil, Insurance Department, Bankruptcy Court from 1993

AV rated from 1977 Martindale-Hubbell

EDUCATIONAL BACKGROUND:

Legal:

University of Florida, College of Law. J.D. awarded 1966. Member, Phi Alpha Delta legal fraternity.

Undergraduate:

University of Florida, College of Arts and Sciences, 1963

LEGAL EXPERIENCE:

- Active practitioner, with offices in Miami area 1966 to 1998
- Civil litigation, at trial and appellate level; in state, federal and bankruptcy courts, representing banking institutions, corporations, and individuals in a wide variety of matters.
- Commercial real estate, banking, and lending transactions; representation of major banks, savings institutions; dealing with troubled asset situations, in negotiation, work-outs, litigation, reorganization and bankruptcy.
- Commercial real estate, and lending transactions, including serving as general counsel to large savings and loan association,
- Testimony and consultation as an expert witness in a variety of complex matters.

BUSINESS EXPERIENCE

- Director, Management Systems International, consulting, quality control for major Multi-national and United States Corporations. General Counsel.
- Consultant to the Litowitz Group, builders and developers.
- Consultant to The Sadkin Organization, builders and developers.
- Trustee KDR Reorganization Trust, creditors trust collecting and settling amounts due from reorganized debtor.
- President GZ Company, owner of interest in major office building Palm Beach.
- General Counsel Financial Federal Savings and Loan, advising management on legal and business issues.
- NASD Arbitrator.

KLWTD Calendar

August

Sun	Mon	Tue	Wed	Thu	Fri	Sat
					1	2
3	4 <i>Haskell Schedule B if contract awarded by 6/2/03 - KLWTD reviews Concept Review Submittal</i>	5	6	7	8	9
10 Advertise public hearing on FY 2004 Budget	11	12	13 Regular Meeting 4:00 p.m. Civic Club (Planning Commission)	14 <i>FGella in Orlando</i>	15	16
17	18	19	20 BOCC	21 BOCC	22	23
24	25	26	27 Regular Meeting 4:00 p.m. Civic Club (Planning Commission)	28 (Islamorada Council)	29	30
31						

2003

KLWTD Calendar

September

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
	1 ←----- Rate Hearings if applicable	2 -----	3 Regular Meeting 4:00 p.m. Civic Club	4 -----	5 -----→	6
7	8	9	10 (Planning Commission)	11	12	13
14	15	16	17 Regular Meeting & Public Hearing (Budget Resolution) 4:00 p.m. Civic Club	18	19	20
21	22	23	24 (Planning Commission)	25 (Islamorada Council)	26	27
28	29	30				

2003

KLWTD Calendar

October

<i>Sun</i>	<i>Mon</i>	<i>Tue</i>	<i>Wed</i>	<i>Thu</i>	<i>Fri</i>	<i>Sat</i>
			1 Regular Meeting 4:00 p.m. Civic Club NOT ADVERTISED	2	3	4
5	6	7	8 (Planning Commission)	9	10	11
12	13	14	15 Regular Meeting 4:00 p.m. Civic Club NOT ADVERTISED BOCC	16 BOCC	17	18
19	20	21	22 (Planning Commission)	23	24	25
26	27	28	29	30	31	

2003

**PUBLIC NOTICE OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT MEETINGS**

The KLWTD Board hereby gives notice pursuant to Chapter 189, Florida Statutes, of the following changes and additions to the meeting schedule:

The previously advertised meetings to be held at 4:00 p.m. on September 10 and 27, 2003 at the Key Largo Civic Club, 209 Ocean Bay Drive, Key Largo, FL, MM 99.5, **have been cancelled**. The meetings have been rescheduled for September 3 and 17, 2003 beginning at 4:00 p.m. at the same location. It is anticipated that the KLWTD FY2004 Budget will be considered for adoption at the September 17, 2003 meeting.

In addition the Board announces that it will meet at 4:00 p.m. at the Key Largo Civic Club, 209 Ocean Bay Drive, Key Largo, FL, MM 99.5, on the following dates: October 1, 2003; October 15, 2003; November 5, 2003; November 19, 2003; December 3, 2003 and December 17, 2003.

The Board will consider all matters that are on the agenda for each meeting. Agendas will be available 48 hours prior to the meeting or workshop date by contacting District Clerk Faith Doyle at 305-451-5105 or fdoyle@govmserv.com.

Pursuant to Section 286.0105, Florida Statutes, notice is given that if a person decides to appeal any decision by the Board with respect to any matter considered at such hearings or meetings, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing special accommodations to participate in this proceeding should contact District Clerk Faith Doyle at 305-451-5105 or fdoyle@govmserv.com 72 hours prior to the meeting date.



The 2002 Florida Statutes

Title XIII
PLANNING AND
DEVELOPMENT

Chapter 189
SPECIAL DISTRICTS: GENERAL
PROVISIONS

**[View Entire
Chapter](#)**

189.417 Meetings; notice; required reports.--

(1) The governing body of each special district shall file quarterly, semiannually, or annually a schedule of its regular meetings with the local governing authority or authorities. The schedule shall include the date, time, and location of each scheduled meeting. The schedule shall be published quarterly, semiannually, or annually in a newspaper of general paid circulation in the manner required in this subsection. The governing body of an independent special district shall advertise the day, time, place, and purpose of any meeting other than a regular meeting or any recessed and reconvened meeting of the governing body, at least 7 days prior to such meeting, in a newspaper of general paid circulation in the county or counties in which the special district is located, unless a bona fide emergency situation exists, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the board. No approval of the annual budget shall be granted at an emergency meeting. The advertisement shall be placed in that portion of the newspaper where legal notices and classified advertisements appear. The advertisement shall appear in a newspaper that is published at least 5 days a week, unless the only newspaper in the county is published fewer than 5 days a week. The newspaper selected must be one of general interest and readership in the community and not one of limited subject matter, pursuant to chapter 50. Any other provision of law to the contrary notwithstanding, and except in the case of emergency meetings, water management districts may provide reasonable notice of public meetings held to evaluate responses to solicitations issued by the water management district, by publication in a newspaper of general paid circulation in the county where the principal office of the water management district is located, or in the county or counties where the public work will be performed, no less than 7 days before such meeting.

(2) All meetings of the governing body of the special district shall be open to the public and governed by the provisions of chapter 286.

(3) Meetings of the governing body of the special district shall be held in a public building when available within the district, in a county courthouse of a county in which the district is located, or in a building in the county accessible to the public.

History.--s. 10, ch. 79-183; s. 78, ch. 81-259; s. 24, ch. 89-169; s. 19, ch. 97-255; s. 33, ch. 99-378.

Note.--Former s. 189.005.

[Welcome](#) • [Session](#) • [Committees](#) • [Senators](#) • [Information Center](#) • [Statutes and Constitution](#) • [Lobbyist Information](#)

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[Privacy Statement](#)

Faith Doyle

From: Robert Sheets [rsheets@govserv.com]
Sent: Thursday, October 09, 2003 4:18 PM
To: Faith Doyle
Subject: FW: Introducing Tom Dillon

For your file.

-----Original Message-----

From: Thomas M. Dillon [mailto:largosunset@hotmail.com]
Sent: Thursday, October 09, 2003 10:16 AM
To: Cris Beaty; Andrew M. Tobin; Charlie Brooks; Gary Bauman; Jerry Wilkinson; Robert Sheets
Subject: Introducing Tom Dillon

Dear Board members,

I'm writing to introduce myself to you, and to provide some information that may be useful in deciding whom to retain as counsel to the Key Largo Wastewater Treatment District.

My wife, Leslie, and I purchased a townhouse in Sunset Hammock in March of 2002. In September of this year, I retired from my position as an Assistant Attorney General for the State of Alaska, and we moved to our townhouse at the end of September. Tavernier is now our home.

I have been an attorney since 1978, when I was admitted to the California bar, and I have since been admitted to the Alaska, Washington, and most recently, the Florida bar.

In the course of my legal career, I have been extensively involved in private and public procurement, administrative law, and construction contracting. For the most part, I have represented owners of public and private facilities.

As in-house counsel for Exxon Company, U.S.A., a division of Exxon Corporation, I provided legal advice in connection with construction of an oil treatment facility in Santa Barbara County, California, and all of the procurement of goods and services necessary to support Exxon's Arctic drilling program. I also worked on the Alaska Coastal Management Program and the North Slope Borough Comprehensive Plan and Coastal Plan.

After the Exxon Valdez oil spill, I was retained by Exxon as outside counsel to provide legal services in the procurement of vessels and equipment for the oil spill response efforts. I stayed on to manage the litigation arising out of response operations, including personal injuries and charter disputes.

From 1992 to 1998, I was general counsel for MACTel Cellular System, a cellular telephone company owned by the Anchorage Telephone Utility, which was a part of the Municipality of Anchorage, Alaska. My primary responsibilities related to acquisition and construction of cellular antenna sites, planning and zoning issues, and labor law issues. Like Florida, Alaska has open meetings and public records laws, and part of my responsibility was to ensure that MACTel complied with them.

During that same time period, I organized all of the oil spill response cooperatives in Alaska, covering the Beaufort Sea, Cook Inlet, Western Alaska, and Southeast Alaska. I provided legal advice on organizational issues, risk management, procurement of goods and services, and interaction with State and Federal regulatory agencies.

From 1998 until 2003, I was an Assistant Attorney General for the State of

Alaska. I represented all state agencies that were involved in construction, including the Department of Transportation and Public Facilities, the Department of Military and Veterans' Affairs, and the Alaska Court System. I also provided advice to other Assistant Attorneys General in connection with procurement issues. I have worked on drafting of public contracts, the bidding process (including bid protests) procurement of architect and engineering services, litigation of contract disputes and engineering malpractice claims, and eminent domain.

I continue to represent the Alaska Court System on procurement matters, even though I am no longer a State employee.

I believe that I have all of the qualifications to act as counsel to the Key Largo Wastewater Treatment District. Although there are differences between Florida law and the law of other jurisdictions in which I have practiced, I believe that I will be able to familiarize myself with the nuances of applicable Florida law in short order and at no cost to the District. I believe that I can be effective in assisting the Board in discharging its duties of stewardship of public funds and public accountability.

By way of references, I offer the following:

Michael F. Smith, General Attorney, Exxon Mobil Corporation, (713) 656-3554;

Bonnie Godfred, CPA, former board member of MACTel Cellular System, Swalling & Associates, (907) 563-7977;

Joseph Langjahr, General Counsel, Foss Maritime, and board member of Southeast Alaska Petroleum Response Organization (SEAPRO), (206) 281-3894;

Gordon Keith, Chief of Design and Construction, Central Region, Alaska Department of Transportation & Public Facilities (907) 269-7760;

Sharon Smith, Chief of Contracts, Central Region, Alaska Department of Transportation & Public Facilities (907) 269-0414;

Kit Duke, Facilities Manager, Alaska Court System, (907) 264-8238;

James Cantor, Supervisor, Transportation Section, Alaska Department of Law, (907) 269-5100.

Because I have only recently arrived in the Keys, I have not yet established an office. However, I expect to obtain office space and a business license in the very near future.

Thanks for your attention,

Tom Dillon

KLWTD Board Meeting October 15, 2003

Item G

Local Legal Counsel



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

TO: Key Largo Wastewater Treatment District Board Members

CC: Robert E. Sheets, General Manager
Charles Sweat, Director of Operations

FROM: Faith Doyle, KLWTD Board Clerk

DATE: October 8, 2003

RE: Withdrawal of local legal counsel interviewees.

Dear Commissioners:

Please be advised that on September 12, 2003 Mr. Nicholas Mulik contacted the Tallahassee Government Services Group, Inc. offices by telephone in response to the letter of request for a statement of qualifications. Mr. Mulik informed us that he was not interested in making a submission for consideration.

Attached is a letter from S. Harvey Ziegler, Esq. for your information requesting his name be withdrawn from consideration.

Also attached is a copy of an email from John Jabro to me dated October 7, 2003 withdrawing his name from consideration.

The submittals forwarded from Mr. Dirk M. Smits, Mr. James Lupino and Mr. Thomas Dillon are included for your review and consideration.

**S. Harvey Ziegler, Esq.
41 Jolly Roger Drive
Key Largo, FL33037
(305) 852-5257 fax 852-0523
shzesq@bellsouth.net**

September 23, 2003

Re: Board Attorney Position

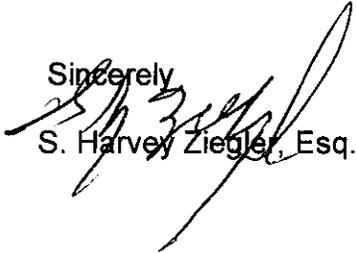
Key Largo Waste water Treatment District
PO Box 491
Key Largo, FL 33037

Dear Mr Sheets:

This letter is to advise you that I wish my name to be withdrawn as a candidate for the position of board attorney. The scope of the job description which includes more than advising at meetings is more than I contemplated and would complicate my early taking of social security. I also am not interested in competing with a lawyer in a large firm who I am advised is willing to work for paralegal rates. As full time resident of Key Largo please be sure the board keeps in mind the difference between value and just cheap, you generally get what you pay for and an exceeding low hourly generally means more hours.

I wish you and the board well in this major undertaking and look forward to the services you will provide the community,

Sincerely


S. Harvey Ziegler, Esq.

Faith Doyle

From: JJabro@aol.com
Sent: Tuesday, October 07, 2003 12:12 PM
To: fdoyle@govmserv.com
Subject: No Subject

Hello Faith:

This will confirm our most recent conversation. As I stated, I have been contacted by several clients who object to my serving as counsel to the Key Largo Wastewater Board. For this reason, I will not submit my resume or application for consideration by the Board.

John Jabro

VERNIS & BOWLING

OF THE FLORIDA KEYS, P.A.

Attorneys At Law

The Islamorada Professional Center
81990 Overseas Highway, 3rd Floor
Islamorada, Florida 33036

Telephone (305) 664-4675
Telecopier (305) 664-5414

September 12, 2003

Mr. Robert E. Sheets
Via Email: rsheets@govserv.com

RE: Key Largo Wastewater Management Board

Dear Mr. Sheets:

I am submitting the following as a proposal to serve as the Key Largo Wastewater Board's attorney for a one year period. I thank you for the opportunity to work for the Wastewater Board and appreciate your inquiry.

I. BACKGROUND

I and the members of my firm have extensive local government law experience with particular emphasis here in Monroe County. Representative clients include Florida Keys Mosquito Control District, the District School Board of Monroe County, the City of Layton, the Department of Transportation, and the Florida Highway Patrol. Primarily, with regard to the State of Florida entities, representation has been for purposes of litigation. I and the members of my firm have tried both jury and non-jury trials to each and every Judge in this County from Small Claims to Circuit Court as well as representing government clients before Federal Courts in the Southern District of Florida. Members of my firm also have experience throughout all Florida Appellate Courts and I personally have argued before the Supreme Court of the State of Florida.

In my capacity as District School Board Attorney, Mosquito Control Board Attorney and City Attorney for Layton, I have extensive experience with public contracting, bidding/procurement issues as well as an extensive amount of experience in open government and public record laws. I am confident that I and the members of my firm can provide cost effective local service for the Key Largo Wastewater Management Board.

II. SCOPE OF SERVICES

I understand that you would like a local counsel to attend all Board meetings, and speak with Board members and executive staff on an 'as needed' basis.

Because of the uncertainty of your needs and the desire to economize, I have included as much of the legal services needed as possible into a retainer. The items mentioned above including special meetings, budget meetings and regular meetings, can be accomplished for a monthly retainer of \$400.00.

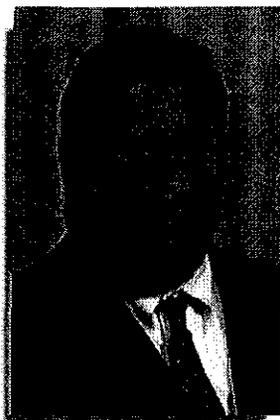
Contract review, litigation (if necessary), or other administrative or adversarial proceedings would be billed at our government rate of \$95.00 per hour. This is based upon my estimate that your work load would be equivalent to that of the Florida Keys Mosquito Control District. This is my arrangement with them and also with the City of Layton. Both entities get their monies worth on the retainer portion because in meetings alone, our time far exceeds what we would normally bill for such meetings. As for the hourly projects, we would agree to provide a legal budget for each as the need arises to give better control and accountability to your Board.

I have previously forwarded you a resume and I would suggest that you speak with any member of the School Board, any member of the Florida Keys Mosquito Control District, or any members of the administration of these entities as well as anyone at the City of Layton or Layton City Council to discuss the quality of my work.

I sincerely hope that we can work together.

Respectfully submitted,

Dirk M. Smits
DMS:jd



DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.

ATTORNEYS AT LAW

81990 OVERSEAS HIGHWAY

ISLAMORADA, FL 33036

TELEPHONE: (305) 664-4675

FACSIMILE: (305) 664-5414

EDUCATION

University of Miami School of Law, Coral Gables, FL
Juris Doctor graduated Cum Laude

Honors: Dean's List 2 of 6 semesters, Dean's Honor Scholarship

A.B. Freeman School of Business, Tulane University, New Orleans, LA
Bachelor of Science in Management with concentration in accounting.

Honors: Dean's List 3 of 6 semesters, Beta Alpha Psi Honor Society

Organizations: Upper Keys Bar Association; Academy of Defense Trial Attorneys
Chairman, Bar Grievance Committee 16A

Supreme Court Certified Circuit and County Court Mediator

EXPERIENCE

Firm Manager, VERNIS & BOWLING OF THE FLORIDA KEYS, P.A., Islamorada, FL
Responsible for full-time handling of all aspects of arbitration, trial, general commercial representation and appellate practice in Monroe County, Florida. Attorney for the Florida Keys Mosquito Control District, Monroe County School Board (for litigation as well as interim Board Attorney) and Florida Keys Children's Shelter, City of Layton and the State of Florida entities in the Florida Keys. Litigation and trial experience in State and Federal Courts in Monroe County, 3rd and 4th DCA, and the Florida Supreme Court. Areas of practice include general commercial litigation and arbitration, emphasis in government, personal injury, defense work and employment law including sexual harassment, Americans with Disabilities Act (ADA), Age Discrimination Employment Act (ADEA), whistleblower actions and Title VII defense practice. Other employment practice areas include Employee Retirement Income Security Act litigation (ERISA). June 1997 - Present. Recently published cases *Florida Dept. Of Transportation v. Juliano* WL 310 15510 (3rd DCA 2002) SC = 801 So.2d 101 (Fla. 2001)

DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.

EXPERIENCE (continued)

**Senior Associate Attorney/Independent Contractor,
LAW OFFICES OF ARTHUR C. KOSKI, Boca Raton, FL**

Ran own independent personal injury plaintiff and defense trial practice in conjunction with being responsible for handling all aspects of arbitration, trial and appellate practice for the Law Offices of Arthur C. Koski. Trial experience in State and Federal court cases, jury and non-jury. Areas of practice include general commercial representation, litigation and arbitration, plaintiff and defendant personal injury, Federal ADEA and sexual harassment defense, and general employment law, general representation of the Greater Boca Raton Beach Tax District as well as domestic relations.
April 1995 -June 1997.

**Senior Associate/Attorney,
ZACK, PONCE & TUCKER, P.A., Miami, FL**

Responsible for all aspects of complex litigation, from inception to conclusion. Argued motions. Handled all phases of discovery including depositions of fact and various witnesses in the medical, bio-mechanical, economic and vocational rehabilitationist fields. Participated in settlement negotiations, mediations and trial preparation. Fully briefed and argued appeals in *N.P.B.A., et. al. v. Calabro*, Case No. 94-1598, and *City of Miami Beach, et. al. v. Garcia*, Case No. 94-879 and 94-549. Areas of concentration include plaintiff and defendant personal injury, automobile, products liability, medical malpractice and other professional malpractice, commercial work for Fortune 500 companies as well as other commercial clients.
June 1993 - April 1995.

**Associate/ Attorney,
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, Miami, FL**

Participated in trial of *Wenger v. Arai Helmet*. Argued motions. Prepared all aspects of cases for trial. Took and defended depositions of witnesses. Settled cases. Drafted trial and appellate briefs. Drafted motions, pleadings, discovery, client reports and correspondence. Researched Federal and State laws. Areas of practice include general insurance defense litigation, commercial litigation and insurance coverage analysis.
August 1991 - June 1993.

References available upon request.

Law Offices
Hershoff & Lupino, L.L.P.

90130 OLD HIGHWAY
TAVERNIER, FLORIDA 33070
(305) 852-8440 • (305) 852-8848 FAX

ATTORNEYS AT LAW

JAY A. HERSHOFF
JAMES S. LUPINO
KURT A. VON GONTEN
VICTORIA R. BRENNAN
JESSICA ROTHENBERG
ROBERT C. STOBER
RUSSELL A. YAGEL

LAND USE COORDINATOR
PETER D. BACHELER

September 18, 2003

Ms. Faith Doyle
614 N. Wymore Road
Winter Park, FL 32789

Dear Ms. Doyle:

As we discussed, I will not be available for the October 1, 2003 meeting, but here is my resume.

If you have any questions, please feel free to call.

Sincerely,



JAMES S. LUPINO, ESQUIRE

JSL.dkc

dictated but not read to expedite delivery

Enclosure

H:\LUPINO\Doyle 091803.wpd

JAMES S. LUPINO, ESQ.

Hershoff & Lupino, LLP
90130 Old Highway
Tavernier, FL 33070
(305) 852-8440

LEGAL EXPERIENCE

<i>Hershoff & Lupino, LLP</i>	<i>2003 - present</i>
<i>Hershoff, Lupino & Mulick, LLP</i> <i>Tavernier, Florida</i>	<i>1999 - 2003</i>
<i>Hershoff & Lupino, LLP</i>	<i>1998 - 1999</i>
<i>Hershoff, Lupino & DeFoor, LLP</i>	<i>1996 - 1998</i>
<i>Hershoff, Lupino, DeFoor & Gregg</i> <i>a Partnership including Professional Associations</i> <i>Tavernier, Florida</i>	<i>1995-1996</i>
<i>Storace, Lupino, Gregg & Casey</i> <i>a Partnership including Professional Associations</i> <i>Key Largo & Miami, Florida</i>	<i>1993-1995</i>
<i>Storace & Lupino</i> <i>a Partnership including Professional Associations</i> <i>Miami, Florida</i>	<i>1980- 1993</i>
<i>Lonestar Industries, Inc.</i> <i>Miami, Florida & Greenwich, Connecticut</i> <i>In-house counsel</i>	<i>1978 - 1979</i>
<i>Thompson, Nordby & Peterson</i> <i>St. Paul, Minnesota</i> <i>Law Clerk & Lawyer</i>	<i>1975 - 1977</i>

ADMITTED

1977, Minnesota, U.S. District Court, District of Minnesota and Florida
1982, U.S. District Court, Southern District of Florida

AREAS OF EXPERTISE

Commercial litigation, real estate, corporate and business law, contracts, civil litigation, probate, negotiations, acquisitions and liquidations.

NON-LEGAL EXPERIENCE

Lonestar Industries, Inc. - Research & Real Estate Division *1974*
Ft. Lauderdale, Florida

EDUCATION

Augustana College, Sioux Falls, SD (B.S. - 1974)
Hamline University of Law, St. Paul, MN (J.D. -1977)

MEMBERSHIPS/BOARDS

- *Florida Bar Association* 1977 - present
- *Minnesota Bar Association* 1977 - present
- *Colorado Bar Association* 1997 - present
- *Florida Bar Board of Governors* 1999 - present
- *Key Largo Chamber of Commerce, Board of Directors* 1998 - present
- *Community Bank of Florida, Regional Board of Directors* 1999 - present
- *Attorney's Title Insurance Co.* 1991 - present
- *Island Dolphin Care, Inc., Board of Directors* 1997- present
- *Keys Academy of Marine Science, Inc., Board of Directors* 1999 - present
- *Certified Circuit Court and County Court Mediator* 1995 - present
- *Leadership Monroe County, Board of Directors* 1997 - 2000
- *Florida Bar 16A Grievance Committee* 1995 - 1998

OTHER AFFILIATIONS

- *Sigma Nu Phi Legal Fraternity*
- *American Trial Lawyers Association*
- *American Bar Association*
- *Rotary*

Rated 'AV' by Martindale-Hubbell

THOMAS M. DILLON
94220 Overseas Highway, Unit 2B
Tavernier, Florida 33070-3005

852-1996 (HOME/OFFICE); E-MAIL: LARGOSUNSET@HOTMAIL.COM

OBJECTIVE

TO HELP FIND AND IMPLEMENT CREATIVE SOLUTIONS TO COMPLEX PROBLEMS

SUMMARY OF QUALIFICATIONS

HIGHLY MOTIVATED, RESULTS-ORIENTED LEGAL PROFESSIONAL WITH HANDS-ON EXPERIENCE IN GOVERNMENT PROCUREMENT, ESTABLISHMENT OF BUSINESS ORGANIZATIONS, CONSTRUCTION, REGULATORY, AND ENVIRONMENTAL ISSUES. ANALYTICAL, SKILLED IN NEGOTIATION, EXPERIENCED IN FORMULATION AND IMPLEMENTATION OF PROCUREMENT AND LITIGATION STRATEGY. DEMONSTRATED TRACK RECORD IN LARGE SCALE PROCUREMENTS IN REMOTE LOCATIONS, INCLUDING ALASKA AND RUSSIA. EXTENSIVE EXPERIENCE IN BUSINESS ORGANIZATIONS, CONSTRUCTION, ADMINISTRATIVE LAW. EXCELLENT INTERPERSONAL SKILLS AND COMMUNICATIONS SKILLS WITH INDIVIDUALS AT ALL LEVELS. EXPERIENCED IN COMPLEX LITIGATION OF CONSTRUCTION CLAIMS, PROCUREMENT DISPUTES, AND EMINENT DOMAIN PROCEEDINGS.

AREAS OF LEGAL EXPERIENCE

CIVIL LITIGATION	GOVERNMENT PROCUREMENT	ADMINISTRATIVE LAW	BUSINESS ORGANIZATIONS
REGULATORY COMPLIANCE AND LICENSING		CONSTITUTIONAL LAW	REAL PROPERTY

SELECTED ACCOMPLISHMENTS

- AS ASSISTANT ATTORNEY GENERAL FOR THE STATE OF ALASKA, PROVIDED LEGAL ADVICE IN CONNECTION WITH STATE PROCUREMENT, INCLUDING FORMULATION OF SOLICITATION, DEVELOPMENT AND NEGOTIATION OF CONTRACT TERMS, AND NEGOTIATION AND LITIGATION OF CONTRACT DISPUTES.
- AS OUTSIDE COUNSEL TO EXXON COMPANY, U.S.A., A DIVISION OF EXXON CORPORATION, PROVIDED LEGAL SERVICES INCLUDING NEGOTIATION AND DRAFTING OF NUMEROUS CONTRACTS FOR THE PROCUREMENT OF GOODS AND SERVICES UTILIZED IN THE EXXON VALDEZ OIL SPILL RESPONSE. DEVELOPED PROCEDURES FOR USE IN THE REMOTE LOCATION OF VALDEZ, ALASKA, INTENDED TO EMULATE CONTRACT REVIEW AND APPROVAL PROCESSES USED IN NORMAL EXXON PROCUREMENT ACTIVITIES. MANAGED OUTSIDE COUNSEL LITIGATING MORE THAN 70 CASES IN ANCHORAGE, PORTLAND, AND SAN FRANCISCO, ARISING OUT OF THE EXXON VALDEZ OIL SPILL OPERATIONS, INCLUDING CONTRACT DISPUTES, VESSEL CHARTER DISPUTES, AND PERSONAL INJURIES. DEVELOPED CLAIMS SETTLEMENT PROCEDURES RESULTING IN EXPEDITED RESOLUTION OF MORE THAN 90% OF DAMAGE CLAIMS ARISING OUT OF THE SPILL RESPONSE AND CLEANUP OPERATIONS.
- AS COUNSEL TO MACTEL, INC., PROVIDED LEGAL SERVICES IN CONNECTION WITH ACQUISITION OF A CELLULAR TELEPHONE SYSTEM COVERING NORTHERN ALASKA, INCLUDING ASSISTANCE IN DUE DILIGENCE RECORD REVIEW, NEGOTIATION OF ACQUISITION TERMS, AND DRAFTING OF ACQUISITION DOCUMENTS.
- AS COUNSEL TO ALASKA CLEAN SEAS, EXXON COMPANY, U.S.A., A DIVISION OF EXXON CORPORATION, AND BRITISH PETROLEUM, HANDLED RESOLUTION OF NUMEROUS CITATIONS BY THE ALASKA DEPARTMENT OF LABOR, DIVISION OF OCCUPATIONAL SAFETY AND HEALTH.
- PROVIDED LEGAL SERVICES IN CONNECTION WITH THE ORGANIZATION AND LATER REORGANIZATION OF ALASKA CLEAN SEAS, COOK INLET SPILL PREVENTION AND RESPONSE, INC. SOUTHEAST ALASKA PETROLEUM RESOURCE ORGANIZATION, INC., AND ALASKA CHADUX CORPORATION, ALL NON-PROFIT OIL SPILL RESPONSE COOPERATIVES. PROVIDED ASSISTANCE WITH TAX ISSUES, PROCUREMENT ISSUES, AND COMMERCIAL TRANSACTIONS.
- AS COUNSEL TO HARTEC MANAGEMENT CONSULTANTS, INC., RECRUITED A TEAM OF INTERNATIONAL LAWYERS TO ASSIST IN NEGOTIATION OF CONTRACTS AND FORMULATION OF FOREIGN AND DOMESTIC TAX STRATEGIES IN CONNECTION WITH RESPONSE TO THE KOMI OIL SPILL, KOMI REPUBLIC, RUSSIAN FEDERATION. WORKED WITH LOCAL COUNSEL TO ESTABLISH CORPORATIONS IN THE REPUBLIC OF CYPRUS.
- AS COUNSEL TO MACTEL, INC., AND HARTEC MANAGEMENT CONSULTANTS, INC., NEGOTIATED AND DRAFTED MAJOR LONG-TERM COLLECTIVE BARGAINING AGREEMENTS.

- SERVED AS NEGOTIATOR REPRESENTING THE TIMBER INDUSTRY IN SUCCESSFUL EFFORT TO DRAFT AND PASS LEGISLATION GOVERNING TIMBER HARVESTING IN ALASKA, INCLUDING THE ALASKA FOREST PRACTICES ACT AND REGULATIONS.

PROFESSIONAL EXPERIENCE

ASSISTANT ATTORNEY GENERAL, STATE OF ALASKA, TRANSPORTATION- ANCHORAGE, ALASKA, 1998 - 2003

PROVIDING LEGAL SERVICES TO DEPARTMENT OF TRANSPORTATION AND PUBLIC FACILITIES, ALASKA COURT SYSTEM, AND DIVISION OF EMERGENCY SERVICES, PRIMARILY IN THE FIELDS OF PROCUREMENT AND CONSTRUCTION LITIGATION, EMINENT DOMAIN, REGULATORY LAW, AND REAL PROPERTY LAW.

- *SEE ACCOMPANYING STATE OF ALASKA PERFORMANCE EVALUATION REPORTS.*

THOMAS M. DILLON, P.C. - ANCHORAGE, ALASKA, 1989 - 1998

PRIVATE PRACTICE EMPHASIZING COMMERCIAL LAW, OIL SPILL RESPONSE, AND NATURAL RESOURCE DEVELOPMENT. CIVIL LITIGATION AND ARBITRATION. NEGOTIATION AND DRAFTING OF SERVICE AND LABOR CONTRACTS. RESPONSIBLE FOR NEGOTIATING AND DRAFTING CONTRACTS FOR RESPONSE EFFORTS FOLLOWING THE *EXXON VALDEZ* OIL SPILL, AND SUPERVISING LITIGATION ARISING OUT OF SPILL RESPONSE OPERATIONS. COUNSEL TO CLIENTS INCLUDING ALASKA CLEAN SEAS, ATU LONG DISTANCE, INC., BRITISH PETROLEUM, COOK INLET SPILL PREVENTION AND RESPONSE, INC., EXXON COMPANY U.S.A., MACTEL, INC., AND OTHERS.

- *PROVIDED ADVICE ON GENERAL COMMERCIAL ISSUES, LABOR LAW, AND CONTRACTING.*
- *ESTABLISHED PRIORITIES REGARDING SAFETY, RISK MANAGEMENT, ACCOUNTING AND BUSINESS PRACTICES IMPLEMENTED IN EXXON CONTRACTS TO MINIMIZE EXPOSURE TO LITIGATION IN CONNECTION WITH THE EXXON VALDEZ SPILL.*
- *SECURED WAIVERS OF DOCUMENTATION REQUIREMENTS TO ALLOW FOREIGN VESSELS TO WORK ON THE EXXON VALDEZ CLEANUP IN ORDER TO AUGMENT THE INADEQUATE SUPPLY OF AVAILABLE VESSELS OF THE UNITED STATES.*
- *WORKED WITH EXXON STAFF AND STATE OFFICIALS TO ENSURE THAT LOCAL CONTRACTORS COMPLIED WITH STATE UNEMPLOYMENT AND WORKERS' COMPENSATION LAWS.*

COPELAND, LANDYE, BENNETT & WOLF - ANCHORAGE, ALASKA, 1988 - 1989

LEGAL REPRESENTATION OF THE TIMBER INDUSTRY IN A NEGOTIATED STATUTORY DRAFTING PROCESS INCLUDING STATE RESOURCE AGENCIES, FISHING INTERESTS, ENVIRONMENTAL GROUPS, AND TIMBER OWNERS. PARTICIPATED ACTIVELY IN DRAFTING OF THE FOREST PRACTICES ACT, UTILIZING EXPERIENCE GAINED IN PLANNING AND ZONING, COASTAL ZONE MANAGEMENT, AND ENVIRONMENTAL LAW.

- *ORIGINATED THE APPLICATION OF THE "DUE DEFERENCE" CONCEPT TO GOVERN CONFLICTS BETWEEN THE VARIOUS STATE RESOURCE AGENCIES WITH RESPECT TO FOREST PRACTICES.*

EXXON COMPANY, U.S.A. - ALASKA AND CALIFORNIA, 1979 - 1987

STAFF ATTORNEY IN ALASKA AND SOUTHERN CALIFORNIA. INVOLVED IN MARINE CONSTRUCTION, CONTRACT NEGOTIATION, RISK MANAGEMENT, TAXATION, AND LAND USE ISSUES RELATIVE TO OIL AND GAS DEVELOPMENT. PROVIDED ADVICE REGARDING REGULATORY COMPLIANCE AND LABOR LAWS, COMPLIANCE WITH STATE LAWS, AND NEGOTIATION, DRAFTING, AND DISPUTE RESOLUTION IN SUPPORT CONTRACTS FOR EXPLORATORY DRILLING.

- *SUCCESSFULLY MANAGED AIR QUALITY PERMITTING EFFORTS TO ALLOW CONSTRUCTION OF EXXON'S LOS FLORES CANYON FACILITY IN SANTA BARBARA COUNTY, CALIFORNIA. THIS WORK INCLUDED AN ADMINISTRATIVE HEARING SPANNING SIX WEEKS.*
- *CHAIRMAN OF ALASKA OIL AND GAS ASSOCIATION LEGAL COMMITTEE.*
- *LED ALASKA OIL AND GAS ASSOCIATION EFFORTS IN NEGOTIATION AND DRAFTING OF OIL AND GAS UNITIZATION REGULATIONS.*
- *REPRESENTED EXXON IN WESTERN OIL AND GAS ASSOCIATION EFFORTS WITH REGARD TO NEGOTIATED RULEMAKING FOR AIR QUALITY REGULATIONS FOR THE OUTER CONTINENTAL SHELF OFFSHORE SOUTHERN CALIFORNIA.*

STATE BAR ADMISSIONS - Florida (2003), ALASKA (1982), CALIFORNIA (1978, INACTIVE), WASHINGTON (1987, INACTIVE)

EDUCATION

JD UNIVERSITY OF CALIFORNIA, HASTINGS COLLEGE OF THE LAW, SAN FRANCISCO, CALIFORNIA (DEC. 1977)

MS UNIVERSITY OF CALGARY, ALBERTA, CANADA (1973)

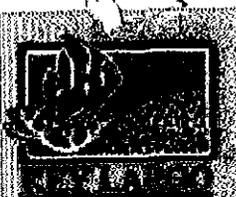
BA KENT STATE UNIVERSITY, KENT, OHIO (1971)

OTHER

MEMBER, NASD BOARD OF ARBITRATORS.

LONG-TIME USER OF COMPUTERIZED OFFICE EQUIPMENT. PROFICIENT IN COMPUTERIZED LEGAL RESEARCH, WORD PROCESSING, ACCOUNTING, AND TIMEKEEPING AND BILLING.

FOUNDER AND EXECUTIVE DIRECTOR OF ALASKA MOTORCYCLISTS FOR RESPONSIBLE RIDING, AN ALASKA NON-PROFIT CORPORATION PROVIDING MOTORCYCLE SAFETY TRAINING.



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

Delivered Facsimile

September 9, 2003

Mr. Nicholas Mulick
91645 Overseas Highway
Tavernier, FL 33070

RE: Key Largo Wastewater Treatment District Board Attorney

Dear Mr. Mulick:

The Key Largo Wastewater Treatment District (District) Board of Commissioners at their September 3, 2003 meeting instructed the District Manager to contact you to inquire as to your interest in providing legal service to the District.

The services requested by the District are described in the following attachment. It is the Board's intent to retain local legal counsel for the purpose of serving as the Board's Attorney.

The Board has scheduled the presentations of interested individuals and firms to be made at the October 1, 2003 District Board meeting. During the presentation the board members will have the opportunity to ask question regarding the qualifications, experience and fee structure of you or your firm.

If you are interesting in providing these critical services to the District, please contact the board clerk, Faith Doyle at either 305-451-5105 or 407-629-6900 by Friday September 12th. At that point Ms. Doyle will inform you as to your specific time for presenting to the Board.

If you should have any question regard this issue please contact me at 850-681-3717 or email me at rsheets@govserv.com.

Sincerely,

Robert E. Sheets
KLWTD General Manager

RES/fd

Enclosure

cc: KLWTD Board of Commissioners

NOTICE OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT

The Key Largo Waste Water Treatment District ("District") is currently seeking the services of a law firm or individual attorney to provide legal assistance to the five-member Board of Commissioners and District Manager, in carrying out its general daily needs. This individual must be a member in good standing of the Florida Bar and have a minimum of five years experience in the practice of law. Any experience in the areas of city, county or state government will be considered a plus.

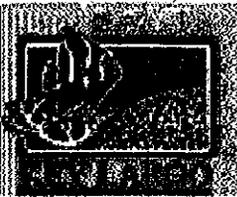
Duties will include attending regular commission meetings held on the first and third Wednesday of each month, special commission meetings and workshops and providing advice to the Commission and District Manager on routine legal issues as well as the drafting of appropriate District documents.

Candidates must submit a complete resume and statement of qualifications if a member of a firm within Monroe County. The Board and the District Manager will review resumes. A selection of individuals will be made and who will be requested to make presentations to the District Board at a regular meeting. Resumes and qualifications of the firm and or candidates are to be submitted to the District Manager at 1500 Mahan Drive, Suite 250, Tallahassee, Florida 32308; or by email to both rsheets@govserv.com and fdoyle@govmserv.com and are to be submitted no later than September 12, 2003 at 5:00 p.m. Resumes are subject to public disclosure, pursuant to the Florida public records law. Any inquiries should be directed to Robert Sheets, District Manager at (850) 681-3717.

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0527	
CONNECTION TEL		13058528880
CONNECTION ID		
ST. TIME	09/09 10:47	
USAGE T	01'00	
PGS. SENT	2	
RESULT	OK	



KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105

Delivered Via U.S. Mail and Facsimile

September 5, 2003

Mr. Nicholas Mulick
90130 Old Highway
Tavernier, FL 33070

RE: Key Largo Wastewater Treatment District Board Attorney

Dear Mr. Mulick:

The Key Largo Wastewater Treatment District (District) Board of Commissioners at their September 3, 2003 meeting instructed the District Manager to contact you to inquire as to your interest in providing legal service to the District.

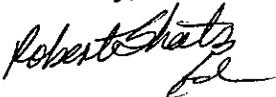
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If you should have any question regard this issue please contact me at 850-681-3717 or email me at rsheets@govserv.com.

Sincerely,



Robert E. Sheets
KLWTD General Manager

RES/fd

Enclosure

cc: KLWTD Board of Commissioners

Delivered Facsimile

September 9, 2003

Mr. Nicholas Mulick
91645 Overseas Highway
Tavernier, FL 33070

RE: Key Largo Wastewater Treatment District Board Attorney

Dear Mr. Mulick:

The Key Largo Wastewater Treatment District (District) Board of Commissioners at their September 3, 2003 meeting instructed the District Manager to contact you to inquire as to your interest in providing legal service to the District.

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Sincerely,

Robert E. Sheets
KLWTD General Manager

RES/fd

Enclosure

cc: KLWTD Board of Commissioners

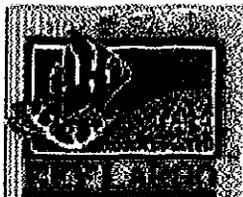
Faith Doyle

From: - Vernis & Bowling of Miami, P.A. [JDever@Florida-law.com]
Sent: Thursday, September 11, 2003 5:06 PM
To: rsheets@govserv.com
Cc: Dirk M. Smits; fdoyle@govmserv.com
Subject: Key Largo Wastewater Treatment District Proposal

Mr. Sheets and Ms. Doyle:

At Mr. Smits' request, the attached proposal is provided for your consideration. If you have any questions, kindly advise.

Jane Dever, Legal Assistant to Dirk M. Smits
Vernis & Bowling of the Florida Keys, P.A.
81990 Overseas Highway - 3rd Floor
Islamorada, FL 33036
Telephone: 305-664-4675 Ext. 21



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

September 5, 2003

Mr. John Jabro
PRESIDENT OF THE UPPER KEYS BAR ASSOCIATION
90311 Overseas Highway
Suite B
Tavernier, FL 33070

RE: Key Largo Wastewater Treatment District Board Attorney

Dear Mr. Jabro:

The Key Largo Wastewater Treatment District (District) Board of Commissioners at their September 3, 2003 meeting instructed the District Manager to contact the Upper Keys Bar Association to request that the attached notice be forwarded to your membership as soon as possible.

If you should have any question regard this issue please contact me at 850-681-3717 or email me at rsheets@govserv.com.

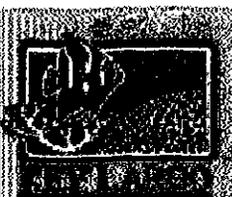
Sincerely,

Robert E. Sheets
KLWTD General Manager

RES/fd

Enclosure

cc: KLWTD Board of Commissioners



**KEY LARGO WASTEWATER TREATMENT DISTRICT
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
(305) 451-5105**

Delivered Via U.S. Mail and Facsimile

September 5, 2003

Mr. John Jabro
90311 Overseas Highway
Suite B
Tavernier, FL 33070

RE: Key Largo Wastewater Treatment District Board Attorney

Dear Mr. Jabro:

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Sincerely,



Robert E. Sheets
KLWTD General Manager

RES/fd

Enclosure

cc: KLWTD Board of Commissioners

NOTICE OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT

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NOTICE OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT

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*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0523	
CONNECTION TEL		305 852 8848
CONNECTION ID	HERSHOFF & LUPIN	
ST. TIME	09/08 15:07	
USAGE T	01'19	
PGS. SENT	2	
RESULT	OK	

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0516	
CONNECTION TEL		13058520523
CONNECTION ID		
ST. TIME	09/05 14:32	
USAGE T	00'58	
PGS. SENT	2	
RESULT	OK	

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0513	
CONNECTION TEL		13058520686
CONNECTION ID		
ST. TIME	09/05 14:28	
USAGE T	00'59	
PGS. SENT	2	
RESULT	OK	

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0515	
CONNECTION TEL		13056645414
CONNECTION ID		
ST. TIME	09/05 14:30	
USAGE T	01'17	
PGS. SENT	2	
RESULT	OK	



Fax Transmittal

TO: John Jabro

From: Father Doyle

Subject: KLWTD Notice

Date: 9-5-03 **Fax No.** 305 852 0686

This transmittal consists of 3 page(s). Please call 407-629-6900 if you have not received all pages indicated.

*** TX REPORT ***

TRANSMISSION OK

TX/RX NO	0514	
CONNECTION TEL		13058528848
CONNECTION ID	HL&M	
ST. TIME	09/05 14:26	
USAGE T	01'36	
PGS. SENT	2	
RESULT	OK	

VERNIS & BOWLING

OF THE FLORIDA KEYS, P.A.

Attorneys At Law

The Islamorada Professional Center
81990 Overseas Highway, 3rd Floor
Islamorada, Florida 33036



Telephone (305) 664-4675
Telecopier (305) 664-5414

August 21, 2003

Mr. Jerry Wilkinson
38 East Beach Road
Tavernier, FL 33070

RE: Key Largo Wastewater Management Board

Dear Mr. Wilkinson:

At your request, I am submitting the following as a proposal to serve as the Key Largo Wastewater Board's attorney for a one year period. I thank you for the opportunity to work for the Wastewater Board and appreciate your inquiry.

I. BACKGROUND

I and the members of my firm have extensive local government law experience with particular emphasis here in Monroe County. Representative clients include Florida Keys Mosquito Control District, the District School Board of Monroe County, the City of Layton, the Department of Transportation, and the Florida Highway Patrol. Primarily, with regard to the State of Florida entities, representation has been for purposes of litigation. I and the members of my firm have tried both jury and non-jury trials to each and every Judge in this County from Small Claims to Circuit Court as well as representing government clients before Federal Courts in the Southern District of Florida. Members of my firm also have experience throughout all Florida Appellate Courts and I personally have argued before the Supreme Court of the State of Florida.

In my capacity as District School Board Attorney, Mosquito Control Board Attorney and City Attorney for Layton, I have extensive experience with public contracting, bidding/procurement issues as well as an extensive amount of experience in open government and public record laws. I am confident that I and the members of my firm can provide cost effective local service for the Key Largo Wastewater Management Board.

II. SCOPE OF SERVICES

From your brief description, I understand that you would like a local counsel to attend all Board meetings, and speak with Board members and executive staff on an 'as needed' basis.

DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.
ATTORNEYS AT LAW
81990 OVERSEAS HIGHWAY
ISLAMORADA, FL 33036
TELEPHONE: (305) 664-4675
FACSIMILE: (305) 664-5414

EDUCATION

University of Miami School of Law, Coral Gables, FL
Juris Doctor graduated Cum Laude

Honors: Dean's List 2 of 6 semesters, Dean's Honor Scholarship

A.B. Freeman School of Business, Tulane University, New Orleans, LA
Bachelor of Science in Management with concentration in accounting.

Honors: Dean's List 3 of 6 semesters, Beta Alpha Psi Honor Society

Organizations: Upper Keys Bar Association; Academy of Defense Trial Attorneys
Chairman, Bar Grievance Committee 16A

EXPERIENCE

Firm Manager, VERNIS & BOWLING OF THE FLORIDA KEYS, P.A., Islamorada, FL
Responsible for full-time handling of all aspects of arbitration, trial, general commercial representation and appellate practice in Monroe County, Florida. Attorney for the Florida Keys Mosquito Control District, Monroe County School Board (for litigation as well as interim Board Attorney) and Florida Keys Children's Shelter, City of Layton and the State of Florida entities in the Florida Keys. Litigation and trial experience in State and Federal Courts in Monroe County, 3rd and 4th DCA, and the Florida Supreme Court. Areas of practice include general commercial litigation and arbitration, emphasis in government, personal injury, defense work and employment law including sexual harassment, Americans with Disabilities Act (ADA), Age Discrimination Employment Act (ADEA), whistle blower actions and Title VII defense practice. Other employment practice areas include Employee Retirement Income Security Act litigation (ERISA). June 1997 - Present. Recently published cases *Florida Dept. Of Transportation v. Juliano* WL 310 15510 (3rd DCA 2002) SC = 801 So.2d 101 (Fla. 2001)

DIRK M. SMITS
FIRM MANAGER
VERNIS & BOWLING
OF THE FLORIDA KEYS, P.A.

EXPERIENCE (continued)

**Senior Associate Attorney/Independent Contractor,
LAW OFFICES OF ARTHUR C. KOSKI, Boca Raton, FL**

Ran own independent personal injury plaintiff and defense trial practice in conjunction with being responsible for handling all aspects of arbitration, trial and appellate practice for the Law Offices of Arthur C. Koski. Trial experience in State and Federal court cases, jury and non-jury. Areas of practice include general commercial representation, litigation and arbitration, plaintiff and defendant personal injury, Federal ADEA and sexual harassment defense, and general employment law, general representation of the Greater Boca Raton Beach Tax District as well as domestic relations.

April 1995 - June 1997.

**Senior Associate/Attorney,
ZACK, PONCE & TUCKER, P.A., Miami, FL**

Responsible for all aspects of complex litigation, from inception to conclusion. Argued motions. Handled all phases of discovery including depositions of fact and various witnesses in the medical, bio-mechanical, economic and vocational rehabilitationist fields. Participated in settlement negotiations, mediations and trial preparation. Fully briefed and argued appeals in *N.P.B.A., et. al. v. Calabro*, Case No. 94-1598, and *City of Miami Beach, et. al. v. Garcia*, Case No. 94-879 and 94-549. Areas of concentration include plaintiff and defendant personal injury, automobile, products liability, medical malpractice and other professional malpractice, commercial work for Fortune 500 companies as well as other commercial clients.

June 1993 - April 1995.

**Associate/ Attorney,
WILSON, ELSER, MOSKOWITZ, EDELMAN & DICKER, Miami, FL**

Participated in trial of *Wenger v. Arai Helmet*. Argued motions. Prepared all aspects of cases for trial. Took and defended depositions of witnesses. Settled cases. Drafted trial and appellate briefs. Drafted motions, pleadings, discovery, client reports and correspondence. Researched Federal and State laws. Areas of practice include general insurance defense litigation, commercial litigation and insurance coverage analysis.

August 1991 - June 1993.

References available upon request.

Send the extra KLWTD agendas

Send notes w/ current board agenda

Charlotte County Water District

KLWTD Working Group

Agenda Date	Item title	STAFF	Initiator	Status
10/01	Procedures and meeting rules	RES		pending
Comments work on Jerry's check FCAA, Islmrda & Mrthn 8 or 9 sub's agenda, schedule, deadline, contact plans, procedure "OUTLINE" (call spel dist!!!)				

Agenda Date	Item title	STAFF	Initiator	Status
	FCAA accounting for the \$182,000	RES		pending
Comments ? George Garret to get it after agreement is final add ① agree to FCAA to draw down funds ② George Garret - County having dept CDBG finalizing funding & low-income must for EA Mark Bell Monroe 305 296 868				

Agenda Date	Item title	STAFF	Initiator	Status
	Environmental Site Assessment by FEMA	RES		pending
Comments RES to meet w/Miles Anderson of DCA 9/17 10 ⁰⁰ am western spumo letter parts / on negotiations				

10/01

Agenda Date	Item title	STAFF	Initiator	Status
09/17/03	Amendment to WEC 03-02 KLP projec	EW	Jeff	will be added to engineerin
Comments needed to reduce eng of rec costs after 9/17 discuss on Haskell C.O. #1				

Agenda Date	Item title	STAFF	Initiator	Status
09/17/03	BOCC role in site mitigation	RES	Tobin	will be an add on
Comments site to be transferred soon County to pay portion of mitigation Tobin requested discussion on 9/12 w/ fish & wildlife funds must determine how much from Haskell the wheres balance of funds RES to w/ Garrett				

Agenda Date	Item title	STAFF	Initiator	Status
09/17/03	Haskel Change Order No. 1	CLS	Kinsley	will be a walk on for 9/17
Comments CLS to prepare memo for the board recommend moving forward w/ changes from Board				

Tim Banks DEP combined projects by change to grant agreement

Agenda Date	Item title	STAFF	Initiator	Status
10/01	Amendment to GSG 03-01 contract ad	EW	Robert	will be add on 9/17
Comments needed to increase GSG for Fishburn (orig NOT sgnd) NOT AT MEETING SUB/JW/RCS to discuss				

10/01

- add
Surgery's
- add
Standard Contracts
- add
Recommendation on Strategic Planning

4 top eight
Strategic Planning

- Recommendation can't be given on 9/17, needs more information (Airvac) had be removed ^{NOW} learning Rovac
- Haskell to forward a recommendation to the Board

★ Copy Jeff on strat / planning

Key Largo Wastewater Treatment District

Guest Sign In Sheet

Wednesday, October 15, 2003

****Please Print****

<u>Name & Company</u>	<u>E mail</u>	<u>Phone</u>
1. Joan Dreperski		451-0152
2. Hilda Jelenc		451-2504
3. Robert E. Burk		451-4894
4. C. FISHBURN		942-1376
5. Dirk N. Smits	Dsmits@Florida-Law.com	453-7956
6. Doris Kendall	Fax 453-3386	451-0282
7.		
8. James Lyano		
9. Thomas Dillon		
10.		
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Faith Doyle

From: Robert Sheets [rsheets@govserv.com]
Sent: Wednesday, October 08, 2003 2:48 PM
To: Andy Tobin; Charles Brooks; Charles Brooks (E-mail); Chris Beaty; Gary Bauman; Jerry Wilkinson
Cc: Charles F. Fishburn (E-mail); Jeff Weiler (E-mail); Peter M. Kinslev (E-mail); Charles Sweat; Faith Doyle
Subject: FW: 10/15 Teleconference

They will be the first thing on the agenda. I will make sure that Faith sets up the call.

-----Original Message-----

From: Kilner, Science [mailto:Science.Kilner@dhs.gov]
Sent: Wednesday, October 08, 2003 2:14 PM
To: 'Robert Sheets'
Cc: 'miles.anderson@dca.state.fl.us'; Frank, Lawrence; Straw, William
Subject: 10/15 Teleconference

Bob - I've confirmed Lawrence Frank and Dr. Straw's availability for next week's meeting, as well as Miles. I've set up a conference line, the number is (888)545-6199 with the pin/password of 2004. We'll look forward to speaking with the Board at 4pm next Wednesday. Feel free to call me if you have any questions and I defer to you to pass along the number to the Board.

Science Kilner
Lead Environmental/Historic Preservation Specialist
FEMA Region IV
(770) 220-5357

-----Original Message-----

From: Robert Sheets [mailto:rsheets@govserv.com]
Sent: Monday, October 06, 2003 16:02
To: Andy Tobin; Charles Brooks; Charles Brooks (E-mail); Chris Beaty; Gary Bauman; Jerry Wilkinson
Cc: Jeff Weiler (E-mail); Ken Sorenson (E-mail); Miles Anderson (E-mail); Murray E. Nelson (E-mail); Peter M. Kinslev (E-mail); Science Kilner (E-mail); Charles Sweat; David Miles; Faith Doyle
Subject:

As promised at the last Board meeting I have contacted and talked to Science Kilner with FEMA regarding the November date for the public hearing for the EA on the KLV treatment site. She has informed me that the November 15th date will not be met. She cannot at this time give me a firm date other than early December. She will call next week to confirm that representatives from FEMA and DCA will be available to call in during the October 15th Board meeting to answer questions and provide a reason behind the continued delays.

I am very sorry for the bad news.

Faith Doyle

From: Robert Sheets [rsheets@govserv.com]
Sent: Monday, October 13, 2003 8:59 AM
To: 'Kilner, Science'
Cc: Murray E. Nelson (E-mail); Ken Sorenson (E-mail); Miles Anderson (E-mail); Tim Banks (E-mail); Terry Lewis (E-mail); Andy Tobin; Charles Brooks; Charles Brooks (E-mail); Chris Beaty; Gary Bauman; Jerry Wilkinson
Subject: EA Schedule

As the District Manger for the Key Largo Wastewater Treatment District (District), I am compelled to write this email to formally express the Districts concern and frustration in the progress made to date regarding the completion of the Environmental Assessment (EA) regarding the MM100.5 site currently selected as our location for the wastewater treatment facility. The delay and FEMA's inability to provide the District with a firm schedule has placed the District in an extremely difficult position.

Because of this continued delay it now appears that the District's earliest time to start construction is March 2004. Because of FEMA's continued delay the District now faces the likely possibility of price increases by our contractors for both Key Largo Park (KLP) and Key Largo Trailer Village (KLTV). The Bid for KLP was opened in February 2003. I know of no contractor who will hold his prices good for 13 months. Our Design/Build proposal from Higgins for KLTV was opened in March 2003. In addition to price increases both contractors have expressed concerns about resource availability given other jobs that have now come on line for both firms.

This issues have caused the District to consider all options should we be faced with price increases due to FEMA's delay in completing the EA. In addition the FDEP grant for \$1.8 million for KLP can also be in jeopardy if the District has not spent any of this funds prior to the States next budget cycle (Spring of 2004). Like all states this appropriation is subject to other competing interest if we continue to show an inability to not get our projects under way.

It is imperative that during our conference call on Wednesday (15th) at 4PM FEMA must articulate an absolute commitment to a date for the EA Public Hearing and a schedule for completing all task necessary for issuance of the Phase II Grant Agreement. In addition FEMA must speak to the additional financial assistance you will provide in the event your delay may cause additional cost to be incurred by the district.

On behalf of the District Board we hope that all of these issues can be resolved on the 15th.I