



Key Largo Wastewater Treatment District  
Board of Commissioner's Meeting  
Tuesday December 16, 2014  
4:00PM

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## AGENDA

Board of Commissioners Meeting  
98880 Overseas Highway  
Key Largo, FL 33037

CALL TO ORDER

PLEDGE OF ALLEGIANCE

ROLL CALL

### BOARD MEMBERS:

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David Asdourian	Chairman
Andrew Tobin	Vice Chairman
Robert Majeska	Commissioner
Norman Higgins	Commissioner
Stephen Gibbs	Commissioner

### DISTRICT STAFF:

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Paul Christian	General Manager
Ray Giglio	General Counsel
Mariela Montedeoca	District Clerk

### MISSION STATEMENT:

*"The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service."*

***Please Mute Cell Phones***

APPROVAL OF AGENDA

PUBLIC COMMENT

BULK ITEMS

*Action*

1. Minutes of December 9, 2014
2. Resolution No.35-12-14 MCLA Conservation Waiver of Assessment:  
AK# 1092908 & 8667442
3. 2015 Meeting Dates

GENERAL MANAGER'S REPORT

4. Administrative Office Building

*Action*

OPERATION'S REPORT

5. Vacuum Station Ventilation Project Recommendation of Award

*Action*

COMMISSIONER'S ITEMS / ROUNDTABLE

ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, 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. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305 451-4019 at least 48 hours in advance to request accommodations.

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

Meeting Date:  
December 16, 2014

Agenda Item Number: 1

Agenda Item Type:  
Bulk

Agenda Item Scope:  
Review / Discussion

Recommended Action:  
Action: Approval

Department:  
Legal

Sponsor:

Subject:

**Minutes of December 9, 2014.**

Summary of Discussion:

Reviewed / Approved

Financial Impact

Attachments

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

\$  
  
Funding Source:  
  
Budgeted:  
N/A

Minutes of December 9, 2014.

Approved By: [Signature]  
General Manager

Date: 12/12/2014



## MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 5:00 PM. Present were Chairman David Asdourian, Commissioners Norman Higgins, Robert Majeska and Stephen Gibbs. Commissioner Andrew Tobin arrived at 5:02 PM. Also present were General Manager Paul Christian, Chief Information Officer Rob Bulkiewicz, General Counsel Ray Giglio, Finance Manager Connie Fazio, Operations Manager Dan Saus, Ed Castle with Weiler Engineering, District Clerk Mariela Montedeoca and other appropriate District Staff.

Commissioner Stephen Gibbs led the Pledge of Allegiance.

### APPROVAL OF AGENDA

Commissioner Majeska suggested that public comment on item #3 follow staff's presentation of that item and that item #3 be moved above bulk items to accommodate the Monroe Park residents who were present at that meeting. He also added an item to discuss a complaint he received from a resident regarding wastewater charges. Commissioner Tobin added an item to discuss the "Florida Keys Environmental Stewardship Act" workshop. Commissioner Gibbs added an item to discuss staff bonuses.

**Motion:** Commissioner Gibbs made a motion to approve the agenda as amended and Commissioner Higgins seconded the motion. The motion passed without objection.

### PUBLIC COMMENT

*Name & Address*

Philip Burland

Howard Gelbman

Henry Wajalechouski

*Subject*

Monroe Park Sewer Service

Monroe Park Sewer Service

Monroe Park Sewer Service

### GENERAL MANAGER'S REPORT

#### *Monroe Park Sewer Service*

General Manager Paul Christian gave a report on the site visit that staff had made to the Monroe Park Community. He then presented a brief proposed plan of action and answered questions from the Board. Commissioner Tobin directed staff to meet with homeowners to discuss their individual concerns. Mr. Christian suggested that staff hold a Town Hall style meeting with the residents of Monroe Park sometime late in January and bring the results of that meeting to the Board in February.

**Motion:** Commissioner Tobin made a motion to direct staff to meet with the residents of Monroe Park and report findings within 60 days. Commissioner Higgins seconded the motion.

**Vote on Motion**

Member	Aye	Nay	Abstained
Commissioner Tobin	X		
Commissioner Higgins	X		
Commissioner Gibbs	X		
Commissioner Majeska	X		
Chairman Asdourian	X		

**Motion passed 5 to 0**

**BULK ITEMS**

*Minutes of December 2, 2014.*

**Motion:** Commissioner Tobin made a motion to approve the minutes and Commissioner Majeska seconded the motion. The motion passed without objection.

*Amendment to 457(b) Plan allowing employees to borrow from invested plan proceeds.*

**Motion:** Commissioner Tobin made a motion to approve the Amendment to the 457(b) Plan and Commissioner Higgins seconded the motion.

**Vote on Motion**

Member	Aye	Nay	Abstained
Commissioner Tobin	X		
Commissioner Higgins	X		
Commissioner Gibbs	X		
Commissioner Majeska	X		
Chairman Asdourian	X		

**Motion passed 5 to 0**

*Islamorada Salinity*

The General Manager gave a brief verbal update regarding Islamorada Salinity and he answered questions from the Board.

*Administration Office Building*

The General Manager gave a verbal update on the District's options for the purchase of an administrative office building. He advised the Board that an offer had been made on the building located at 103355 Overseas Highway subject to Board approval, and that the offer had been accepted. Commissioner Tobin requested a site visit to the proposed location. The Board requested that the item be brought back for discussion and possible action on December 16, 2014.

## LEGAL COUNSEL REPORT

### *Renewal of General Counsel Employment Contract*

**Motion:** Commissioner Tobin made a motion to approve the renewal of the General Counsel's Employment Contract and Commissioner Higgins seconded the motion.

#### **Vote on Motion**

<b>Member</b>	<b>Aye</b>	<b>Nay</b>	<b>Abstained</b>
<b>Commissioner Tobin</b>	X		
<b>Commissioner Higgins</b>	X		
<b>Commissioner Gibbs</b>	X		
<b>Commissioner Majeska</b>	X		
<b>Chairman Asdourian</b>	X		

**Motion passed 5 to 0**

## COMMISSIONER'S ITEMS/ROUNDTABLE

### *Water Bill Complaint*

Commissioner Majeska reported that he had received a call from a concerned citizen who had received a notice from the District that wastewater charges would be appearing on his water bill, even though his grinder pump was not yet connected to the sewer system. Mr. Paul Christian reported that a small number of thirty-day letters had erroneously been sent to residents in the C-905 area but that problem has been corrected.

### *Water Quality Legislation Meeting*

Commissioner Tobin gave a briefing on the Keys-wide, multi-jurisdictional workshop that had been held earlier in the day at the Murray Nelson Government Center regarding the newly-proposed "Florida Keys Environmental Stewardship Act". Mr. Tobin asked that General Counsel, Ray Giglio review the bill and prepare a resolution supporting it. Mr. Paul Christian also commented on meetings he had with Representative Holly Raschein and County Administrator Roman Gastesi about the bill.

### *Christmas Bonus*

Commissioner Gibbs requested that the Board consider giving staff a five hundred dollar bonus again this year. Mr. Paul Christian recommended including Senior Staff as they are a working Senior Staff and deserve it. He also recommended excluding himself from the bonus.

**Motion:** All five commissioners unanimously approved giving Staff and Senior Staff year-end Bonuses.

**ADJOURNMENT**

The KLWTD Board adjourned the Board Meeting at 6:48 PM.

The KLWTD meeting minutes of December 16, 2014 were approved on January 6, 2015.

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David Asdourian, Chairman

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Mariela Montedeoca, Clerk

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

Meeting Date:  
December 16, 2014

Agenda Item Number: 2

Agenda Item Type:  
Resolution

Agenda Item Scope:  
Bulk

Recommended Action:  
Action: Approval

Department:  
Customer Service

Sponsor:  
Assessment / Billing

Subject:  
**MCLA Conservation Waiver of Assessment: AK# 1092908 & 8667442**

Summary of Discussion:

Monroe County Land Authority requested the waiver of wastewater service and assessment for two parcels (AK# 1092908 and 8667442) to be used as conservation.

Staff recommends approval of exemption.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>		<u>Attachments</u>
Operations: _____	\$ 366.46	\$ 5,964.00	1. Resolution 35-12-14 2. Request for Waiver 3. Map
Administration: _____	Refunded	Uncollected	
Finance: _____	Funding Source:		
District Counsel: _____	Assessment Revenue		
District Clerk: _____	Budgeted:		
Engineering: _____	N/A		

Approved By:   
General Manager

Date: 12/12/2014

**RESOLUTION NO. 35-12-14**

**A RESOLUTION OF THE BOARD OF COMMISSIONERS  
APPROVING THE REQUEST OF MONROE COUNTY  
LAND AUTHORITY FOR REMOVAL OF TWO TAX  
PARCELS AS CONSERVATION LAND FROM THE 2006  
NON-AD VALOREM ASSESSMENT; AND PROVIDING  
FOR APPLICABILITY AND AN EFFECTIVE DATE.**

WHEREAS, The Tax Parcels described in Section 1 are being conveyed to the Monroe County Land Authority, a local agency, for the purpose of protecting the natural environment, preserving wildlife habitat under the provisions of Chapter 380, F.S. and/or Monroe County Code section 2-397; and

WHEREAS, the owner(s) of the parcels described in Section 1 has made an application for a waiver and has certified that if they later desire wastewater service to the tax parcels, they agree to pay the full direct and indirect District costs of providing the same; and

WHEREAS, pursuant to the Key Largo Wastewater Treatment District General Rules and Regulations Section 10.06(a)(iii), the Owner(s) may request the District exclude the Tax Parcels and waive all future Assessments of the System Development Charges, for those Tax Parcels.

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

The lots designated in Section 1 below be and are excluded from the Key Largo Wastewater Treatment District 2009 Non Ad-Valorem Assessment.

**Section 1.**

PARCEL ID: 00084260-000000  
AK NO. 1092908  
PARCEL DESCRIPTION: 1-61-39 ISLAND OF KEY LARGO PART LOT 21 PB1-68  
G2-400 OR35-18 OR116-98 OR530-473 OR536-482  
OR846-2288/2289Q/C OR902-171Q/C OR902-173Q/C  
OR929-311 OR929-312AFF OR943-1875 OR949-1875  
OR959-1147E OR970-863/865Q/C OR1049-1317  
OR1179-1268/74C/T OR1221-1014/16Q/C OR2181-  
2325/27Q/C OR2181-2328/30Q/C

PARCEL ID: 00084260-000200  
AK NO. 8667442  
PARCEL DESCRIPTION: 01-61-39 ISLAND OF KEY LARGO LOT 22 NW OF R R  
PB1-68 (.50AC) OR536-482 OR929-319 OR929-320AFF  
OR929-321Q/C OR929-322Q/C OR943-1876 OR949-1876  
OR1081-1072/73 OR1179-1268/74C/T OR2181-  
2325/27Q/C OR2181-2328/30Q/C

**Section 2.**

APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 16TH DAY OF DECEMBER 2014

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

	AYE	NAY
Chairman Asdourian	_____	_____
Commissioner Gibbs	_____	_____
Commissioner Higgins	_____	_____
Commissioner Majeska	_____	_____
Commissioner Tobin	_____	_____

The Chairman thereupon declared Resolution No. 35-12-14 duly passed and adopted the 16th day of December, 2014.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: \_\_\_\_\_  
Chairman Asdourian

ATTEST:

Approved to as to form and legal sufficiency

|  
|

|  
|

\_\_\_\_\_  
Mariela Montedeoca, Clerk

\_\_\_\_\_  
Ray Giglio, General Counsel

SEAL



**MONROE COUNTY LAND AUTHORITY**  
1200 Truman Avenue, Suite 207, Key West, FL 33040  
Phone: (305) 295-5180 Fax: (305) 295-5181

December 6, 2014

Diane Bockelman, Assessment and Billing Coordinator  
Key Largo Wastewater Treatment District  
PO Box 491  
Key Largo, FL 33037

Re: MCLA Conservation Lands  
AK# 1092908 and 8667442 (Ferguson)

Dear Ms. Bockelman:

This letter will confirm that the above referenced parcels are now titled in the Monroe County Comprehensive Plan Land Authority and were acquired as conservation land. Conservation lands acquired by the Authority will be maintained as natural areas, will not be developed, will not generate wastewater, and therefore will not need a connection to the Key Largo Wastewater Treatment District wastewater system. Accordingly, I am requesting that the subject parcels be removed from the KLWTD assessment roll.

Please contact me should you require any additional information regarding this matter.

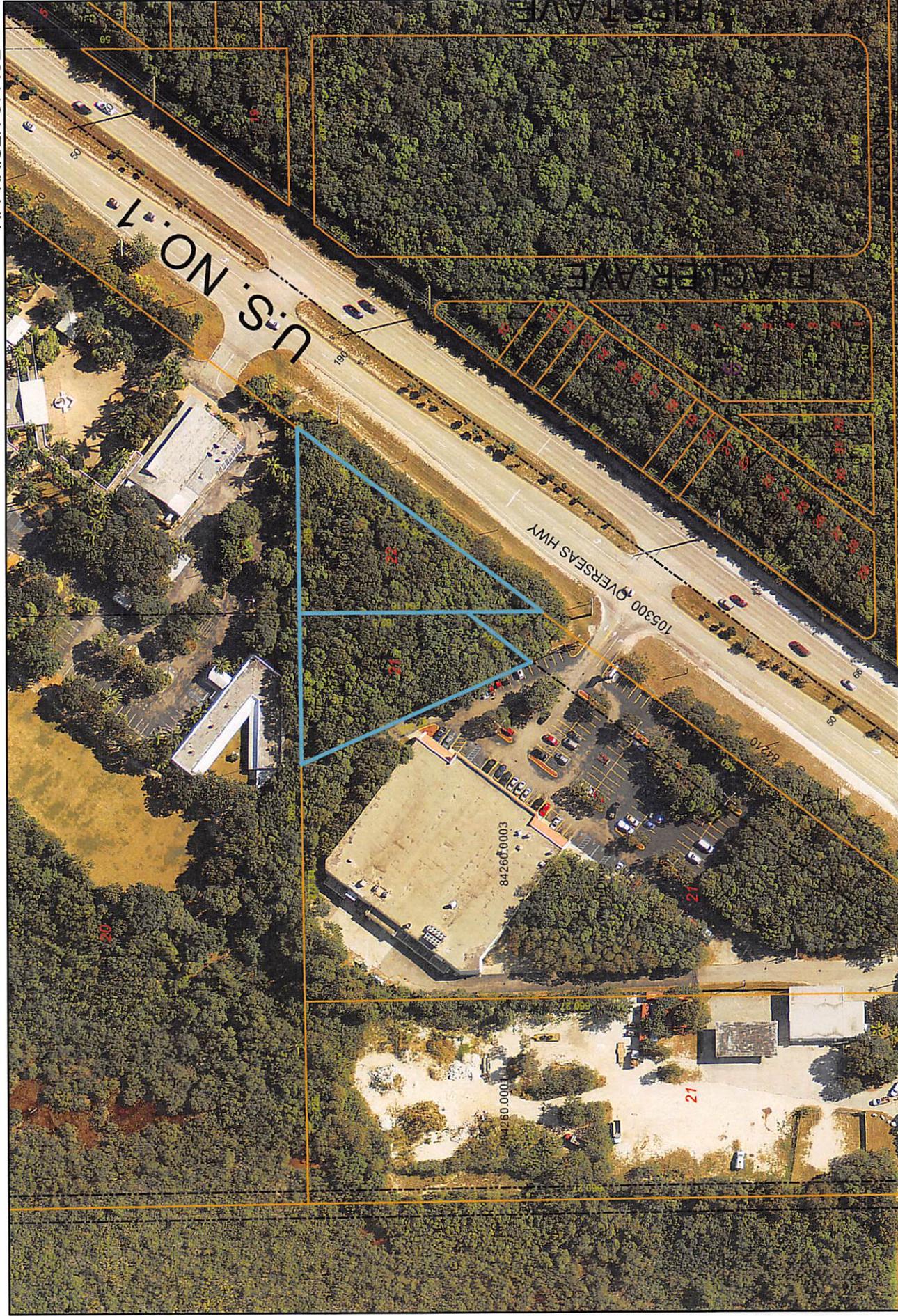
Sincerely,

Mark J. Rosch  
Executive Director

**AK#1092908 & 8667442**

MM 105.3

MONROE COUNTY PROPERTY  
APPRAISER OFFICE



THIS PROPERTY LOCATION MAP HAS BEEN COMPILED FOR INTERNAL OFFICE USE AS AN AID IN THE PREPARATION OF THE MONROE COUNTY TAX ROLL. IT IS NOT A SURVEY AND THE OWNERSHIP INFORMATION DEPICTED THEREON SHOULD NOT BE RELIED UPON FOR TITLE PURPOSES. NEITHER MONROE COUNTY NOR THE OFFICE OF THE PROPERTY APPRAISER ASSUMES RESPONSIBILITY FOR ANY ERRORS OR OMISSIONS.

1:1,952

Date: 12/9/2014

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

Meeting Date:  
December 16, 2014

Agenda Item Number: **3**

Agenda Item Type:  
Information / Presentation

Agenda Item Scope:  
Bulk

Recommended Action:  
Action: Approval

Department:  
General Manager

Sponsor:  
Paul Christian

Subject:  
**2015 Meeting Dates**

Summary of Discussion:

Proposed meeting dates for calendar year 2015 are submitted to the Board for review and approval.

Reviewed / Approved

Financial Impact

Attachments

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

\$  
  
Funding Source:  
  
Budgeted:  
N/A

Calendar Year 2015 Dates.

Approved By:   
General Manager

Date: 12/12/14



Key Largo Wastewater Treatment District  
 98880 Overseas Hwy, Key Largo, FL  
 Tuesday December 2, 2014

## 2015 Meeting Dates

### January

1/1/2015 Thu New Year's Day  
 Office Closed  
 1/6/2015 Tue Board Meeting  
 1/13/2015 Tue Board Meeting  
 1/19/2015 Mon MLK Birthday  
 Office Closed  
 1/20/2015 Tue Board Meeting

### February

2/3/2015 Tue Board Meeting  
 2/10/2015 Tue Board Meeting  
 2/17/2015 Tue Board Meeting

### March

3/3/2015 Tue Board Meeting  
 3/10/2015 Tue Board Meeting  
 3/17/2015 Tue Board Meeting

### April

4/7/2015 Tue Board Meeting  
 4/14/2015 Tue Board Meeting  
 4/21/2015 Tue Board Meeting

### May

5/5/2015 Tue Board Meeting  
 5/12/2015 Tue Board Meeting  
 5/19/2015 Tue Board Meeting  
 5/25/2015 Mon Memorial Day  
 Office Closed

### June

6/2/2015 Tue Board Meeting  
 6/9/2015 Tue Board Meeting  
 6/16/2015 Tue Board Meeting

### July

7/3/2015 Fri Independence Day  
 (Observed) - Office Closed

7/7/2015 Tue Board Meeting  
 7/14/2015 Tue Board Meeting  
 7/21/2015 Tue Board Meeting

### August

8/4/2015 Tue Board Meeting  
 8/11/2015 Tue Board Meeting  
 8/18/2015 Tue Board Meeting

### September

9/1/2015 Tue Board Meeting  
 9/7/2015 Mon Labor Day  
 Office Closed  
 9/8/2015 Tue Board Meeting  
 9/15/2015 Tue Board Meeting

### October

10/6/2015 Tue Board Meeting  
 10/13/2015 Tue Board Meeting  
 10/20/2015 Tue Board Meeting

### November

11/3/2015 Tue Board Meeting  
 11/10/2015 Tue Board Meeting  
 11/11/2015 Wed Veterans' Day  
 Office Closed  
 11/17/2015 Tue Board Meeting  
 11/26/2015 Thu Thanksgiving Day -  
 Office Closed  
 11/27/2015 Fri Thanksgiving Day -  
 Office Closed

### December

12/1/2015 Tue Board Meeting  
 12/8/2015 Tue Board Meeting  
 12/15/2015 Tue Board Meeting  
 12/25/2015 Fri Christmas Day  
 Office Closed

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

Meeting Date:  
December 16, 2014

Agenda Item Number: 4

Agenda Item Type:  
Information / Presentation

Agenda Item Scope:  
Review / Discussion

Recommended Action:  
Action: Approval

Department:  
General Manager

Sponsor:  
Paul Christian

Subject:  
**Administration Office Building**

Summary of Discussion:

Staff to present sales contract for 103355 Overseas Highway and request authorization for the General Manager to negotiate the terms of the contract and final price not to exceed \$660,000.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: _____	\$ 660,000.00	
Administration: _____		
Finance: _____	Funding Source:	
District Counsel: _____		
District Clerk: _____	Budgeted:	
Engineering: _____	No	

Approved By:   
General Manager

Date: 12/12/2014

# Commercial Contract

1\* **1. PARTIES AND PROPERTY: Key Largo Wastewater Treatment District** ("Buyer")

2\* agrees to buy and KEYS AHEAD INC ("Seller")

3\* agrees to sell the property as: Street Address: \_\_\_\_\_

4\* 103355 OVERSEAS HWY KEY LARGO 33037

5\* Legal Description: BK 12 LTS 14-15-16 LARGO SOUND PARK KEY LARGO PB3-111

6\* \_\_\_\_\_

7\* and the following Personal Property: none

8\* \_\_\_\_\_

9 (all collectively referred to as the "Property") on the terms and conditions set forth below.

10\* **2. PURCHASE PRICE:** \$ 600000

11\* (a) Deposit held in escrow by Coral Reef Title Co. \$ 9,000.00

12 ("Escrow Agent") (checks are subject to actual and final collection)

13\* Escrow Agent's address: 100125 Overseas Hwy Key Largo FL. 33037 Phone: 305-451-6200

14\* (b) Additional deposit to be made to Escrow Agent within 21 days after Effective Date \$ 11,000.00

15\* (c) Additional deposit to be made to Escrow Agent within \_\_\_\_\_ days after Effective Date \$ 0

16\* (d) Total financing (see Paragraph 5) \$ 0

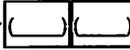
17\* (e) Other \_\_\_\_\_ \$ \_\_\_\_\_

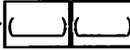
18 (f) All deposits will be credited to the purchase price at closing. Balance to close, subject  
19\* to adjustments and prorations, to be paid with locally drawn cashier's or official bank \$ 580000  
20 check(s) or wire transfer.

21 **3. TIME FOR ACCEPTANCE; EFFECTIVE DATE; COMPUTATION OF TIME:** Unless this offer is signed by Seller  
22\* and Buyer and an executed copy delivered to all parties on or before 11/25/2014, this offer will be  
23 withdrawn and the Buyer's deposit, if any, will be returned. The time for acceptance of any counter offer will be 3  
24 days from the date the counter offer is delivered. The "Effective Date" of this Contract is the date on which the  
25 last one of the Seller and Buyer has signed or initialed and delivered this offer or the final counter offer.  
26 Calendar days will be used when computing time periods, except time periods of 5 days or less. Time periods of 5  
27 days or less will be computed without including Saturday, Sunday, or national legal holidays. Any time period ending  
28 on a Saturday, Sunday, or national legal holiday will extend until 5:00 p.m. of the next business day. Time is of the  
29 essence in this Contract.

### 30 4. CLOSING DATE AND LOCATION:

31\* (a) Closing Date: This transaction will be closed on 01/15/2015 (Closing Date), unless specifically  
32 extended by other provisions of this Contract. The Closing Date will prevail over all other time periods including, but  
33 not limited to, Financing and Due Diligence periods. In the event insurance underwriting is suspended on Closing  
34 Date and Buyer is unable to obtain property insurance, Buyer may postpone closing up to 5 days after the  
35 insurance underwriting suspension is lifted.

36\* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 1 of 8 Pages.



37\* (b) Location: Closing will take place in Monroe County, Florida. (If left blank, closing  
38 will take place in the county where the property is located.) Closing may be conducted by mail or electronic means.

39 **5. THIRD PARTY FINANCING:**

40\* **BUYER'S OBLIGATION:** Within \_\_\_\_\_ days (5 days if left blank) after Effective Date, **Buyer** will apply for third party  
41\* financing in an amount not to exceed \_\_\_\_\_% of the purchase price or \$ \_\_\_\_\_, with a fixed interest rate  
42\* not to exceed \_\_\_\_\_% per year with an initial variable interest rate not to exceed \_\_\_\_\_%, with points or commitment  
43\* or loan fees not to exceed \_\_\_\_\_% of the principal amount, for a term of \_\_\_\_\_ years, and amortized over \_\_\_\_\_  
44 years, with additional terms as follows:

45\* \_\_\_\_\_  
46 **Buyer** will timely provide any and all credit, employment, financial and other information reasonably required by any  
47\* lender. **Buyer** will use good faith and reasonable diligence to (i) obtain Loan Approval within 30 days (45 days if  
48 left blank) from Effective Date (Loan Approval Date), (ii) satisfy terms and conditions of the Loan Approval, and  
49 (iii) close the loan. **Buyer** will keep **Seller** and Broker fully informed about loan application status and authorizes the  
50 mortgage broker and lender to disclose all such information to **Seller** and Broker. **Buyer** will notify **Seller** immediately  
51 upon obtaining financing or being rejected by a lender. **CANCELLATION:** If **Buyer**, after using good faith and  
52\* reasonable diligence, fails to obtain Loan Approval by Loan Approval Date, **Buyer** may within \_\_\_\_\_ days (3 days if left  
53 blank) deliver written notice to **Seller** stating **Buyer** either waives this financing contingency or cancels this Contract.  
54 If **Buyer** does neither, then **Seller** may cancel this Contract by delivering written notice to **Buyer** at any time  
55 thereafter. Unless this financing contingency has been waived, this Contract shall remain subject to the  
56 satisfaction, by closing, of those conditions of Loan Approval related to the Property. **DEPOSIT(S) (for purposes**  
57 **of Paragraph 5 only):** If **Buyer** has used good faith and reasonable diligence but does not obtain Loan  
58 Approval by Loan Approval Date and thereafter either party elects to cancel this Contract as set forth above or the  
59 lender fails or refuses to close on or before the Closing Date without fault on **Buyer's** part, the Deposit(s) shall be  
60 returned to **Buyer**, whereupon both parties will be released from all further obligations under this Contract, except for  
61 obligations stated herein as surviving the termination of this Contract. If neither party elects to terminate this Contract  
62 as set forth above or **Buyer** fails to use good faith or reasonable diligence as set forth above, **Seller** will be entitled to  
63 retain the Deposit(s) if the transaction does not close.

64\* **6. TITLE:** **Seller** has the legal capacity to and will convey marketable title to the Property by  statutory warranty  
65\* deed  other \_\_\_\_\_, free of liens, easements and encumbrances of record or  
66 known to **Seller**, but subject to property taxes for the year of closing; covenants, restrictions and public utility  
67 easements of record; existing zoning and governmental regulations; and (list any other matters to which title will be  
68\* subject) provided that title is not thereby rendered unmarketable and

69\* \_\_\_\_\_  
70 provided there exists at closing no violation of the foregoing and none of them prevents **Buyer's** intended use of the  
71\* Property as Administrative office building for the Key Largo Wastewater Treatment District

72 **(a) Evidence of Title:** The party who pays the premium for the title insurance policy will select the closing agent  
73\* and pay for the title search and closing services. **Seller** will, at (check one)  **Seller's**  **Buyer's** expense and  
74\* within \_\_\_\_\_ days  after Effective Date  or at least 10 days before Closing Date deliver to **Buyer** (check one)  
75\*  (i.) a title insurance commitment by a Florida licensed title insurer setting forth those matters to be  
76 discharged by **Seller** at or before Closing and, upon **Buyer** recording the deed, an owner's policy in the amount  
77 of the purchase price for fee simple title subject only to exceptions stated above. If **Buyer** is paying for the  
78 evidence of title and **Seller** has an owner's policy, **Seller** will deliver a copy to **Buyer** within 15 days after  
79 Effective Date.  
80\*  (ii.) an abstract of title, prepared or brought current by an existing abstract firm or certified as correct by an  
81 existing firm. However, if such an abstract is not available to **Seller**, then a prior owner's title policy acceptable  
82 to the proposed insurer as a base for reissuance of coverage may be used. The prior policy will include copies  
83 of all policy exceptions and an update in a format acceptable to **Buyer** from the policy effective date and  
84 certified to **Buyer** or **Buyer's** closing agent together with copies of all documents recited in the prior policy and  
85 in the update. If such an abstract or prior policy is not available to **Seller** then (i.) above will be the evidence of  
86 title.

87 **(b) Title Examination:** **Buyer** will, within 15 days from receipt of the evidence of title deliver written notice to **Seller**  
88 of title defects. Title will be deemed acceptable to **Buyer** if (1) **Buyer** fails to deliver proper notice of defects or

89\* Buyer  (\_\_\_\_\_) and Seller (\_\_\_\_\_) (\_\_\_\_\_) acknowledge receipt of a copy of this page, which is Page 2 of 8 Pages.  
1:54PM EST

90\* (2) Buyer delivers proper written notice and Seller cures the defects within 30 days from receipt of the notice  
91 ("Curative Period"). If the defects are cured within the Curative Period, closing will occur within 10 days from receipt  
92 by Buyer of notice of such curing. Seller may elect not to cure defects if Seller reasonably believes any defect  
93 cannot be cured within the Curative Period. If the defects are not cured within the Curative Period, Buyer will have  
94 10 days from receipt of notice of Seller's inability to cure the defects to elect whether to terminate this Contract or  
95 accept title subject to existing defects and close the transaction without reduction in purchase price.

96 (c) Survey: (check applicable provisions below)

97\*  (i.) Seller will, within \_\_\_\_\_ days from Effective Date, deliver to Buyer copies of prior surveys, plans,  
98 specifications, and engineering documents, if any, and the following documents relevant to this transaction:

99\* \_\_\_\_\_  
100 prepared for Seller or in Seller's possession, which show all currently existing structures. In the event this  
101 transaction does not close, all documents provided by Seller will be returned to Seller within 10 days from the  
102 date this Contract is terminated.

103\*  Buyer will, at  Seller's  Buyer's expense and within the time period allowed to deliver and examine title  
104 evidence, obtain a current certified survey of the Property from a registered surveyor. If the survey reveals  
105 encroachments on the Property or that the improvements encroach on the lands of another,  Buyer will  
106 accept the Property with existing encroachments  such encroachments will constitute a title defect to be  
107 cured within the Curative Period.

108 (d) Ingress and Egress: Seller warrants that the Property presently has ingress and egress.

109 7. PROPERTY CONDITION: Seller will deliver the Property to Buyer at the time agreed in its present "as is"  
110 condition, ordinary wear and tear excepted, and will maintain the landscaping and grounds in a comparable condition.  
111 Seller makes no warranties other than marketability of title. In the event that the condition of the Property has  
112 materially changed since the expiration of the Due Diligence Period, Buyer may elect to terminate the Contract and  
113 receive a refund of any and all deposits paid, plus interest, if applicable. By accepting the Property "as is", Buyer  
114 waives all claims against Seller for any defects in the Property. (Check (a) or (b))

115\*  (a) As Is: Buyer has inspected the Property or waives any right to inspect and accepts the Property in its "as is"  
116 condition.

117\*  (b) Due Diligence Period: Buyer will, at Buyer's expense and within 21 days from Effective Date ("Due  
118 Diligence Period"), determine whether the Property is suitable, in Buyer's sole and absolute discretion, for Buyer's  
119 intended use and development of the Property as specified in Paragraph 6. During the Due Diligence Period,  
120 Buyer may conduct any tests, analyses, surveys and investigations ("Inspections") which Buyer deems necessary  
121 to determine to Buyer's satisfaction the Property's engineering, architectural, environmental properties; zoning and  
122 zoning restrictions; flood zone designation and restrictions; subdivision regulations; soil and grade; availability of  
123 access to public roads, water, and other utilities; consistency with local, state and regional growth management and  
124 comprehensive land use plans; availability of permits, government approvals and licenses; compliance with  
125 American with Disabilities Act; absence of asbestos, soil and ground water contamination; and other inspections  
126 that Buyer deems appropriate to determine the suitability of the Property for Buyer's intended use and  
127 development. Buyer will deliver written notice to Seller prior to the expiration of the Due Diligence Period of  
128 Buyer's determination of whether or not the Property is acceptable. Buyer's failure to comply with this notice  
129 requirement will constitute acceptance of the Property in its present "as is" condition. Seller grants to Buyer, its  
130 agents, contractors and assigns, the right to enter the Property at any time during the Due Diligence Period for the  
131 purpose of conducting Inspections; provided, however, that Buyer, its agents, contractors and assigns enter the  
132 Property and conduct Inspections at their own risk. Buyer will indemnify and hold Seller harmless from losses,  
133 damages, costs, claims and expenses of any nature, including attorneys' fees at all levels, and from liability to any  
134 person, arising from the conduct of any and all inspections or any work authorized by Buyer. Buyer will not engage  
135 in any activity that could result in a mechanic's lien being filed against the Property without Seller's prior written  
136 consent. In the event this transaction does not close, (1) Buyer will repair all damages to the Property resulting  
137 from the Inspections and return the Property to the condition it was in prior to conduct of the Inspections, and  
138 (2) Buyer will, at Buyer's expense release to Seller all reports and other work generated as a result of the  
139 Inspections. Should Buyer deliver timely notice that the Property is not acceptable, Seller agrees that Buyer's  
140 deposit will be immediately returned to Buyer and the Contract terminated.

141 (c) Walk-through Inspection: Buyer may, on the day prior to closing or any other time mutually agreeable to the

142\* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 3 of 8 Pages.  
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143 parties, conduct a final "walk-through" inspection of the Property to determine compliance with this paragraph and  
144 to ensure that all Property is on the premises.

145 **8. OPERATION OF PROPERTY DURING CONTRACT PERIOD:** Seller will continue to operate the Property and any  
146 business conducted on the Property in the manner operated prior to Contract and will take no action that would  
147 adversely impact the Property, tenants, lenders or business, if any. Any changes, such as renting vacant space, that  
148\* materially affect the Property or Buyer's intended use of the Property will be permitted  only with Buyer's consent  
149\*  without Buyer's consent.

150 **9. CLOSING PROCEDURE:** Unless otherwise agreed or stated herein, closing procedure shall be in accordance with  
151 the norms where the Property is located.

152 **(a) Possession and Occupancy:** Seller will deliver possession and occupancy of the Property to Buyer at  
153 closing. Seller will provide keys, remote controls, and any security/access codes necessary to operate all locks,  
154 mailboxes, and security systems.

155 **(b) Costs:** Buyer will pay Buyer's attorneys' fees, taxes and recording fees on notes, mortgages and financing  
156 statements and recording fees for the deed. Seller will pay Seller's attorneys' fees, taxes on the deed and  
157 recording fees for documents needed to cure title defects. If Seller is obligated to discharge any encumbrance at or  
158 prior to closing and fails to do so, Buyer may use purchase proceeds to satisfy the encumbrances.

159 **(c) Documents:** Seller will provide the deed; bill of sale; mechanic's lien affidavit; originals of those assignable  
160 service and maintenance contracts that will be assumed by Buyer after the Closing Date and letters to each  
161 service contractor from Seller advising each of them of the sale of the Property and, if applicable, the transfer of its  
162 contract, and any assignable warranties or guarantees received or held by Seller from any manufacturer,  
163 contractor, subcontractor, or material supplier in connection with the Property; current copies of the condominium  
164 documents, if applicable; assignments of leases, updated rent roll; tenant and lender estoppels letters; tenant  
165 subordination, non-disturbance and attornment agreements (SNDAs) required by the Buyer or Buyer's lender;  
166 assignments of permits and licenses; corrective instruments; and letters notifying tenants of the change in  
167 ownership/rental agent. If any tenant refuses to execute an estoppels letter, Seller will certify that information  
168 regarding the tenant's lease is correct. If Seller is an entity, Seller will deliver a resolution of its Board of Directors  
169 authorizing the sale and delivery of the deed and certification by the appropriate party certifying the resolution and  
170 setting forth facts showing the conveyance conforms to the requirements of local law. Seller will transfer security  
171 deposits to Buyer. Buyer will provide the closing statement, mortgages and notes, security agreements, and  
172 financing statements.

173 **(d) Taxes and Prorations:** Real estate taxes, personal property taxes on any tangible personal property, bond  
174 payments assumed by Buyer, interest, rents (based on actual collected rents), association dues, insurance  
175 premiums acceptable to Buyer, and operating expenses will be prorated through the day before closing. If the  
176 amount of taxes for the current year cannot be ascertained, rates for the previous year will be used with due  
177 allowance being made for improvements and exemptions. Any tax proration based on an estimate will, at request  
178 of either party, be readjusted upon receipt of current year's tax bill; this provision will survive closing.

179 **(e) Special Assessment Liens:** Certified, confirmed, and ratified special assessment liens as of the Closing Date  
180 will be paid by Seller. If a certified, confirmed, and ratified special assessment is payable in installments, Seller will  
181 pay all installments due and payable on or before the Closing Date, with any installment for any period extending  
182 beyond the Closing Date prorated, and Buyer will assume all installments that become due and payable after the  
183 Closing Date. Buyer will be responsible for all assessments of any kind which become due and owing after Closing  
184 Date, unless an improvement is substantially completed as of Closing Date. If an improvement is substantially  
185 completed as of the Closing Date but has not resulted in a lien before closing, Seller will pay the amount of the last  
186 estimate of the assessment. This subsection applies to special assessment liens imposed by a public body and  
187 does not apply to condominium association special assessments.

188 **(f) Foreign Investment in Real Property Tax Act (FIRPTA):** If Seller is a "foreign person" as defined by FIRPTA,  
189 Seller and Buyer agree to comply with Section 1445 of the Internal Revenue Code. Seller and Buyer will  
190 complete, execute, and deliver as directed any instrument, affidavit, or statement reasonably necessary to comply  
191 with the FIRPTA requirements, including delivery of their respective federal taxpayer identification numbers or

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193 Social Security Numbers to the closing agent. If **Buyer** does not pay sufficient cash at closing to meet the  
194 withholding requirement, **Seller** will deliver to **Buyer** at closing the additional cash necessary to satisfy the  
195 requirement.

196 **10. ESCROW AGENT:** **Seller** and **Buyer** authorize Escrow Agent or Closing Agent (collectively "Agent") to  
197 receive, deposit, and hold funds and other property in escrow and, subject to collection, disburse them in accordance  
198 with the terms of this Contract. The parties agree that Agent will not be liable to any person for misdelivery of  
199 escrowed items to **Seller** or **Buyer**, unless the misdelivery is due to Agent's willful breach of this Contract or gross  
200 negligence. If Agent has doubt as to Agent's duties or obligations under this Contract, Agent may, at Agent's option,  
201 (a) hold the escrowed items until the parties mutually agree to its disbursement or until a court of competent  
202 jurisdiction or arbitrator determines the rights of the parties or (b) deposit the escrowed items with the clerk of  
203 the court having jurisdiction over the matter and file an action in interpleader. Upon notifying the parties of such action,  
204 Agent will be released from all liability except for the duty to account for items previously delivered out of escrow. If  
205 Agent is a licensed real estate broker, Agent will comply with Chapter 475, Florida Statutes. In any suit in which Agent  
206 interpleads the escrowed items or is made a party because of acting as Agent hereunder, Agent will recover  
207 reasonable attorney's fees and costs incurred, with these amounts to be paid from and out of the escrowed items and  
208 charged and awarded as court costs in favor of the prevailing party.

209 **11. CURE PERIOD:** Prior to any claim for default being made, a party will have an opportunity to cure any alleged  
210 default. If a party fails to comply with any provision of this Contract, the other party will deliver written notice to the non-  
211 complying party specifying the non-compliance. The non-complying party will have \_\_\_ days (5 days if left blank) after  
212 delivery of such notice to cure the non-compliance. Notice and cure shall not apply to failure to close.

213 **12. RETURN OF DEPOSIT:** Unless otherwise specified in the Contract, in the event any condition of this Contract is  
214 not met and **Buyer** has timely given any required notice regarding the condition having not been met, **Buyer's** deposit  
215 will be returned in accordance with applicable Florida Laws and regulations.

216 **13. DEFAULT:**

217 **(a)** In the event the sale is not closed due to any default or failure on the part of **Seller** other than failure to make  
218 the title marketable after diligent effort, **Buyer** may either (1) receive a refund of **Buyer's** deposit(s) or (2) seek  
219 specific performance. If **Buyer** elects a deposit refund, **Seller** will be liable to Broker for the full amount of the  
220 brokerage fee.

221 **(b)** In the event the sale is not closed due to any default or failure on the part of **Buyer**, **Seller** may either (1) retain  
222 all deposit(s) paid or agreed to be paid by **Buyer** as agreed upon liquidated damages, consideration for the  
223 execution of this Contract, and in full settlement of any claims, upon which this Contract will terminate or (2) seek  
224 specific performance. If **Seller** retains the deposit, **Seller** will pay the Brokers named in Paragraph 20 fifty percent  
225 of all forfeited deposits retained by **Seller** (to be split equally among the Brokers) up to the full amount of the  
226 brokerage fee. If **Buyer** fails to timely place a deposit as required by this Contract, **Seller** may either (1) terminate  
227 the Contract and seek the remedy outlined in this subparagraph or (2) proceed with the Contract without waiving  
228 any remedy for **Buyer's** default.

229 **14. ATTORNEY'S FEES AND COSTS:** In any claim or controversy arising out of or relating to this Contract, the  
230 prevailing party, which for purposes of this provision will include **Buyer**, **Seller** and Broker, will be awarded reasonable  
231 attorneys' fees, costs, and expenses.

232 **15. NOTICES:** All notices will be in writing and may be delivered by mail, overnight courier, personal delivery, or  
233 electronic means. Parties agree to send all notices to addresses specified on the signature page(s). Any notice,  
234 document, or item given by or delivered to an attorney or real estate licensee (including a transaction broker)  
235 representing a party will be as effective as if given by or delivered to that party.

236 **16. DISCLOSURES:**

237 **(a) Commercial Real Estate Sales Commission Lien Act:** The Florida Commercial Real Estate Sales  
238 Commission Lien Act provides that a broker has a lien upon the owner's net proceeds from the sale of commercial  
239 real estate for any commission earned by the broker under a brokerage agreement. The lien upon the owner's net

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241 proceeds is a lien upon personal property which attaches to the owner's net proceeds and does not attach to any  
242 interest in real property. This lien right cannot be waived before the commission is earned.

243 (b) **Special Assessment Liens Imposed by Public Body:** The Property may be subject to unpaid special  
244 assessment lien(s) imposed by a public body. (A public body includes a Community Development District.) Such  
245 liens, if any, shall be paid as set forth in Paragraph 9(e).

246 (c) **Radon Gas:** Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in  
247 sufficient quantities, may present health risks to persons who are exposed to it over time. Levels of radon that  
248 exceed federal and state guidelines have been found in buildings in Florida. Additional information regarding radon  
249 and radon testing may be obtained from your county public health unit.

250 (d) **Energy-Efficiency Rating Information:** Buyer acknowledges receipt of the information brochure required by  
251 Section 553.996, Florida Statutes.

252 **17. RISK OF LOSS:**

253 (a) If, after the Effective Date and before closing, the Property is damaged by fire or other casualty, Seller will bear  
254 the risk of loss and Buyer may cancel this Contract without liability and the deposit(s) will be returned to Buyer.  
255 Alternatively, Buyer will have the option of purchasing the Property at the agreed upon purchase price and Seller  
256 will credit the deductible, if any and transfer to Buyer at closing any insurance proceeds, or Seller's claim to any  
257 insurance proceeds payable for the damage. Seller will cooperate with and assist Buyer in collecting any such  
258 proceeds. Seller shall not settle any insurance claim for damage caused by casualty without the consent of the  
259 Buyer.

260 (b) If, after the Effective Date and before closing, any part of the Property is taken in condemnation or under the  
261 right of eminent domain, or proceedings for such taking will be pending or threatened, Buyer may cancel this  
262 Contract without liability and the deposit(s) will be returned to Buyer. Alternatively, Buyer will have the option of  
263 purchasing what is left of the Property at the agreed upon purchase price and Seller will transfer to the Buyer at  
264 closing the proceeds of any award, or Seller's claim to any award payable for the taking. Seller will cooperate with  
265 and assist Buyer in collecting any such award.

266 **18. ASSIGNABILITY; PERSONS BOUND:** This Contract may be assigned to a related entity, and otherwise  is  
267 not assignable  is assignable. If this Contract may be assigned, Buyer shall deliver a copy of the assignment  
268 agreement to the Seller at least 5 days prior to Closing. The terms "Buyer," "Seller" and "Broker" may be singular or  
269 plural. This Contract is binding upon Buyer, Seller and their heirs, personal representatives, successors and assigns  
270 (if assignment is permitted).

271 **19. MISCELLANEOUS:** The terms of this Contract constitute the entire agreement between Buyer and Seller.  
272 Modifications of this Contract will not be binding unless in writing, signed and delivered by the party to be bound.  
273 Signatures, initials, documents referenced in this Contract, counterparts and written modifications communicated  
274 electronically or on paper will be acceptable for all purposes, including delivery, and will be binding. Handwritten or  
275 typewritten terms inserted in or attached to this Contract prevail over preprinted terms. If any provision of this Contract  
276 is or becomes invalid or unenforceable, all remaining provisions will continue to be fully effective. This Contract will be  
277 construed under Florida law and will not be recorded in any public records.

278 **20. BROKERS:** Neither Seller nor Buyer has used the services of, or for any other reason owes compensation to,  
279 a licensed real estate Broker other than:

280\* (a) **Seller's Broker:** Coldwell Banker Schmitt Sally Stribling  
281 (Company Name) (Licensee)  
282\* 100430 Overseas Hwy. Key Largo FL. 33037 305-283-2002  
283 (Address, Telephone, Fax, E-mail)

284\* who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated  
285\* by  Seller  Buyer  both parties pursuant to  a listing agreement  other (specify) \_\_\_\_\_

286\* \_\_\_\_\_

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288\* (b) Buyer's Broker: Coldwell Banker Schmitt Sally Stribling  
289 (Company Name) (Licensee)

290\* 100430 Overseas Hwy. Key Largo FL. 33037 305-283-2002  
291 (Address, Telephone, Fax, E-mail)

292\* who  is a single agent  is a transaction broker  has no brokerage relationship and who will be compensated  
293\* by  Seller's Broker  Seller  Buyer  both parties pursuant to  an MLS offer of compensation  other (specify)

294\* Per Listing agreement- Seller signed transition to transaction broker notification  
295 (collectively referred to as "Broker") in connection with any act relating to the Property, including but not limited to  
296 inquiries, introductions, consultations, and negotiations resulting in this transaction. Seller and Buyer agree to  
297 indemnify and hold Broker harmless from and against losses, damages, costs and expenses of any kind, including  
298 reasonable attorneys' fees at all levels, and from liability to any person, arising from (1) compensation claimed which is  
299 inconsistent with the representation in this Paragraph, (2) enforcement action to collect a brokerage fee pursuant to  
300 Paragraph 10, (3) any duty accepted by Broker at the request of Seller or Buyer, which is beyond the scope of  
301 services regulated by Chapter 475, Florida Statutes, as amended, or (4) recommendations of or services provided and  
302 expenses incurred by any third party whom Broker refers, recommends, or retains for or on behalf of Seller or Buyer.

303 21. OPTIONAL CLAUSES: (Check if any of the following clauses are applicable and are attached as an addendum to  
304 this Contract):

- 305\*  Arbitration  Seller Warranty  Existing Mortgage
- 306\*  Section 1031 Exchange  Coastal Construction Control Line  Buyer's Attorney Approval
- 307\*  Property Inspection and Repair  Flood Area Hazard Zone  Seller's Attorney Approval
- 308\*  Seller Representations  Seller Financing  Other \_\_\_\_\_

309 22. ADDITIONAL TERMS:

310\* Buyer and Seller Agree that this Contract, and Buyer's obligations under this Contract, are  
311\* conditioned upon the passage and adoption of a resolution by the Board of Commissioners of the  
312\* Key Largo Wastewater Treatment District ("KLWTD BOC") accepting, adopting, and approving  
313\* the terms and conditions of this Contract on or before December 10, 2014. If the KLWTD BOC  
314\* has not passed and adopted a resolution accepting, adopting, and approving the terms and  
315\* conditions of this Contract on or before December 10, 2014, then this contract shall terminate and  
316\* all deposit monies will be immediately refunded to the Buyer and all of the terms, conditions,  
317\* provisions, and obligations of this Contract shall be null and void.  
318\* It is specifically understood and agreed that the term "environmental properties" contained in  
319\* paragraph "7. Property Condition," includes the presence of mold. If Buyer's Inspections reveal  
320\* the presence of mold at levels which are, in Buyer's sole and absolute discretion, excessive or  
321\* unacceptable, Buyer shall have the right to cancel this Contract in accordance with the terms of  
322\* paragraph "7. (b)".

323\* This is a cash offer with no contingency for financing or appraisal  
324\* There will be no third party financing

321 THIS IS INTENDED TO BE A LEGALLY BINDING CONTRACT. IF NOT FULLY UNDERSTOOD, SEEK THE  
322 ADVICE OF AN ATTORNEY PRIOR TO SIGNING. BROKER ADVISES BUYER AND SELLER TO VERIFY ALL  
323 FACTS AND REPRESENTATIONS THAT ARE IMPORTANT TO THEM AND TO CONSULT AN APPROPRIATE  
324 PROFESSIONAL FOR LEGAL ADVICE (FOR EXAMPLE, INTERPRETING CONTRACTS, DETERMINING THE  
325 EFFECT OF LAWS ON THE PROPERTY AND TRANSACTION, STATUS OF TITLE, FOREIGN INVESTOR  
326 REPORTING REQUIREMENTS, ETC.) AND FOR TAX, PROPERTY CONDITION, ENVIRONMENTAL AND OTHER  
327 ADVICE. BUYER ACKNOWLEDGES THAT BROKER DOES NOT OCCUPY THE PROPERTY AND THAT ALL  
328 REPRESENTATIONS (ORAL, WRITTEN OR OTHERWISE) BY BROKER ARE BASED ON SELLER  
329 REPRESENTATIONS OR PUBLIC RECORDS UNLESS BROKER INDICATES PERSONAL VERIFICATION OF  
330 THE REPRESENTATION. BUYER AGREES TO RELY SOLELY ON SELLER, PROFESSIONAL INSPECTORS  
331 AND GOVERNMENTAL AGENCIES FOR VERIFICATION OF THE PROPERTY CONDITION, SQUARE FOOTAGE  
332 AND FACTS THAT MATERIALLY AFFECT PROPERTY VALUE.

333\* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 7 of 8 Pages.  
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334 Each person signing this Contract on behalf of a party that is a business entity represents and warrants to the other  
335 party that such signatory has full power and authority to enter into and perform this Contract in accordance with its  
336 terms and each person executing this Contract and other documents on behalf of such party has been duly authorized  
337 to do so.

338\* Paul Christian Date: \_\_\_\_\_ dotloop verified  
339 11/24/14 1:54PM EST  
QFCH-1NHK-T6SB-CWTU

340\* Paul Christian Tax ID No: \_\_\_\_\_  
341 (Typed or Printed Name of Buyer)

342\* Title: Signatory - Key Largo Wastewater Treatment District Telephone: 305-451-4019

343\* \_\_\_\_\_ Date: \_\_\_\_\_  
344

345\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
346 (Typed or Printed Name of Buyer)

347\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

348\* Buyer's Address for purpose of notice: \_\_\_\_\_

349\* Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

350\* \_\_\_\_\_ Date: \_\_\_\_\_  
351

352\* Susan Hammaker Tax ID No: \_\_\_\_\_  
353 (Typed or Printed Name of Seller)

354\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

355\* \_\_\_\_\_ Date: \_\_\_\_\_  
356

357\* \_\_\_\_\_ Tax ID No: \_\_\_\_\_  
358 (Typed or Printed Name of Seller)

359\* Title: \_\_\_\_\_ Telephone: \_\_\_\_\_

360\* Seller's Address for purpose of notice: PO BOX 370854 KEY LARGO, FL 33037-0854

361\* Facsimile: \_\_\_\_\_ Email: \_\_\_\_\_

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362\* Buyer  and Seller  acknowledge receipt of a copy of this page, which is Page 8 of 8 Pages.

### Counter Offer

FLORIDA ASSOCIATION OF REALTORS®



1. **REJECTION OF OFFER:**  Seller  Buyer rejects the offer to purchase/sell dated the 3rd day of December, 2014 (" Offer ") for the property described as follows (legal description):

**BK 12 LTS 14-15-16 LARGO SOUND PARK KEY LARGO PB3-111**

2. **TERMS:** This counter offer consists of all terms of the Offer with modifications to particular clauses as follows:

<u>Clause</u>	<u>Counter Offer Term</u>
<u>L 2</u>	<u>Purchase price \$ 660,000</u>
<u>L 19</u>	<u>Balance to close \$ 640000</u>
	<u>All other terms and conditions remain the same.</u>

3. **ACCEPTANCE AND EXPIRATION OF COUNTER OFFER:** This counter offer must be signed and delivered back to  Seller or Seller's licensee  Buyer or Buyer's licensee within \_\_\_\_\_ hours from (time) \_\_\_\_\_  a.m.  p.m. the 5th day of December, 2014 or it will expire.

4. **RIGHT TO WITHDRAW COUNTER OFFER:** The party making this counter offer reserves the right to withdraw the counter offer at any time prior to acceptance by the other party.

Signatures of Parties Making Counter Offer:

[Empty signature line]

Date

*Paul Christian* dotloop verified  
12/03/14 12:17PM EST  
MFZG-KV00-00UR-PXGT

Date

Signatures of Parties Accepting Counter Offer:

[Empty signature line]

Date

*Susan Hamaker* dotloop verified  
12/04/14 9:30PM EST  
4KSF-Y3FN-YKS7-JQL8

Date

Acceptance Received by (initial): SH 12/04/14 9:30PM EST Date: \_\_\_\_\_  a.m.  p.m.

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

Meeting Date:  
December 16, 2014

Agenda Item Number: **5**

Agenda Item Type:  
Information / Presentation

Agenda Item Scope:  
Review / Discussion

Recommended Action:  
Action: Approval

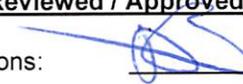
Department:  
Operations

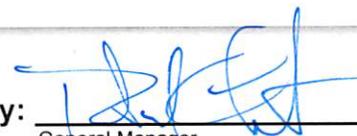
Sponsor:  
Daniel Saus

Subject:  
**Vacuum Station Ventilation Project Recommendation of Award**

Summary of Discussion:

The Vacuum Station Ventilation Project bids were received and evaluated. Overholt Construction Corporation was the highest scored responsive, responsible bidder and therefore is recommended for the award of the contract.

<u>Reviewed / Approved</u>	<u>Financial Impact</u>	<u>Attachments</u>
Operations: 	\$ 84,313.00	Weiler Recommendation Memorandum
Administration: _____	Expense	
Finance: _____	Funding Source:	
District Counsel: _____	Grant(s)	
District Clerk: _____	Budgeted:	
Engineering: _____	Yes	

Approved By:  \_\_\_\_\_ Date: 12/12/2015

General Manager



## MEMORANDUM

**To:** Paul Christian

**From:** Ed Castle, PE

**Date:** 3 December 2014

**Re:** Vacuum Station Ventilation Project Recommendation of Award

Ray Giglio and I have reviewed the responses to the District's Request for Proposals for the Vacuum Station Ventilation project to determine responsiveness. We found the proposal by D.A.C to be non-responsive and it was removed from further consideration.

The remaining proposals were reviewed and scored based on qualifications and prices by the four members of the review team. The team members individually scored each proposal and submitted the score sheets to me to summarize. The team consisted of Dan Saus, Suzi Rubio, Mike Dempsey and myself. The scoring was based on the qualifications and pricing as described in the RFP documents, using the base bid to determine the price score.

The results of the reviews are tabulated below.

Company	Responsive ?	Proposal Score, Average	Ranking	Price
Overholt Construction Corporation	Y	90	1	Base Bid \$70,088.00 Add Alt \$14,225.00 <b>Total Bid \$84,313.00</b>
Wharton Smith, Inc.	Y	79	2	Base Bid \$100,790.00 Add Alt \$52,165.00 <b>Total Bid \$152,955.00</b>
Air Mechanical & Service Corp.	Y	68	3	Base Bid \$119,434.00 Add Alt \$37,430.00 <b>Total Bid \$156,864.00</b>
D.A.C Air Conditioning Corp.	N	N/A	N/A	Base Bid \$58,960.00 Add Alt \$11,578.00 <b>Total Bid \$70,484.00</b>

All bids came in above the Engineer's Estimate for the Base Bid of \$40,000.00. The Engineers Estimate for the Total Bid was \$65,000.00. D.A.C. Air Conditioning Corp. was deemed to be non-responsive and was not considered for award. Of the responsive bidders, Overholt Construction Corporation had the highest average score and was also the highest in each of the individual score sheets.

Having found Overholt Construction Corporation to be the highest scored responsive, responsible bidder, I recommend award of the Vacuum Station Ventilation project to Overholt Construction Corporation.