Key Largo Wastewater Treatment District
Board of Commissioner's Meeting
Tuesday, June 16, 2020
4:00 PM

AGENDA

Board of Commissioners Meeting
103355 Overseas Highway
Key Largo, FL 33037

Meeting link for computer, tablet or smartphone.
www.gotomeet.me/KLWTDClerk/board-meeting

(Toll Free): 1 866 899 4679
(571) 317-3117

Access Code: 605-219-813

A. CALL TO ORDER

B. PLEDGE OF ALLEGIANCE

C. ROLL CALL

BOARD MEMBERS:

David Asdourian	Chairman
Robert Majeska	Vice Chairman
Susan Heim	Secretary-Treasurer
Nicolas Rodriguez	Commissioner
Andrew Tobin	Commissioner

DISTRICT STAFF:

Peter Rosasco	General Manager
Nicholas Mulick	General Counsel
Diane Bockelman	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

After each report, staff will give a verbal update and be available for questions

D. AGENDA ADDITIONS, CORRECTIONS OR DELETIONS

1. Approval of Agenda — *Action*

E. PUBLIC COMMENT

F. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. Minutes of June 2, 2020 — 3 — *Action*

G. GENERAL MANAGER'S REPORT

H. BUDGET AND FINANCE REPORT

1. Procurement Policy Discussion — 19
2. Additional Debt Reduction Payment — 20 — *Action*
3. Grau and Associates Financial Audit - Contract Extension — 22
4. FY20 Engineering Work Authorizations — 31 — *Action*

I. ADMIN AND CUSTOMER SERVICE REPORT

1. EDU and Billing Adjustments - 613 Cuda Lane - AK#1593346 — 35 — *Action*

J. OPERATIONS REPORT

K. CONSTRUCTION REPORT

L. ENGINEER'S REPORT

M. LEGAL REPORT

1. Attorney-Client Closed Session to Discuss Big Chill Litigation Case No. 19-CA-175-P Time Certain at 5:00 PM — 40

N. COMMISSIONER'S ITEMS

O. ROUNDTABLE DISCUSSION

1. Unfinished Business

P. 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: June 16, 2020

Agenda Item Number: F-1

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action: Approval

Department: Legal

Sponsor: Nicholas Mulick

Subject:

Minutes of June 2, 2020

Summary of Discussion:

Staff to present the minutes from the previous board meeting for approval.

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

Approved By: _____ **Date:** 6-11-2020
General Manager

MINUTES

CALL TO ORDER (A)
Chairman Asdourian called the meeting to order at 4:02 PM.

PLEDGE OF ALLEGIANCE (B)
Mr. Nicholas Mulick led the Pledge of Allegiance.

ROLL CALL (C)
Present were Chairman David Asdourian and Commissioners Nicolas Rodriguez, Robert Majeska, Andrew Tobin, and Susan Heim. Also present were General Manager, Peter Rosasco; General Counsel, Nicholas Mulick; Clerk, Diane Bockelman; Department Manager, Connie Fazio; and District Engineer, Steve Suggs. Department Managers, Ryan Dempsey, Mike Dempsey, Jered Primicerio; and Senior Support Analyst, Kevin Becerra appeared virtually.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)
Approval of Agenda (D-1)

- Commissioner Majeska requested item J-1 be changed to Action.
- Commissioner Majeska requested the addition of Item N-1, *Cancellation of August 18th Meeting*.
- Mr. Rosasco requested the addition of Item J-2 *Modification of SBR panel*.
- Mr. Mike Dempsey requested the addition of Item J-3 *Findings After Rainstorm*.

Motion: **Commissioner Heim made a motion to approve the agenda as amended. Commissioner Majeska seconded the motion. The motion passed without objection.**

PUBLIC COMMENT (E)
No speakers.

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (F)
Minutes of May 19, 2020 (F-1)

Motion: **Commissioner Rodriguez made a motion to approve the minutes of the May 19, 2020 meeting. Commissioner Heim seconded the motion. The motion passed without objection.**

GENERAL MANAGER'S REPORT (G)

April 2020 Monthly Report (G-1)

Mr. Primicerio, Plant Operations Manager, presented the wastewater treatment plant section. Mr. Mike Dempsey, Field Operations Manager, presented the field operations section. Mr. Ryan Dempsey, Maintenance Manager, presented the maintenance section. Mr. Suggs presented the construction section. Mr. Becerra presented the IT section. Ms. Bockelman presented the administration and customer service section. Ms. Connie Fazio, Senior Finance Manager, presented the finance section.

Review of Emergency Pay Policy (G-2)

Commissioners Heim and Tobin presented suggested amendments to the Employee Handbook. Staff will submit proposed revisions at a future meeting.

Chairman Asdourian requested that Mr. Mulick submit a legal opinion on the District's liability for employees working during emergency situations at a future meeting.

BUDGET AND FINANCE REPORT (H)

Fiscal Year 2021 Budget Calendar (REVISED) (H-1)

Ms. Fazio presented the revised fiscal year 2021 budget planning calendar.

ADMIN AND CUSTOMER SERVICE REPORT (I)

No report.

OPERATIONS REPORT (J)

Vehicle Purchase (J-1)

Mr. Rosasco requested approval to purchase an additional service truck from the vendor, Alan Jay Fleet, not to exceed $22,788.00.

Motion: Commissioner Tobin made a motion to approve the purchase from Alan Jay Fleet, not to exceed $22,788.00. Commissioner Heim seconded the motion.

Vote on Motion

Commissioner Tobin - Aye
Commissioner Heim - Aye
Commissioner Majeska - Aye
Commissioner Rodriguez - Aye
Chairman Asdourian - Aye
Motion Passed: 5 to 0

Modification to SBR Panel (J-2)

Mr. Rosasco requested approval for an emergency purchase of replacement probe and analyzer instrumentation from Champion Controls, Inc., in the amount of $13,192.00.

Motion: **Commissioner Rodriguez made a motion to approve the purchase from Champion Controls, Inc., in the amount of $13,192.00. Commissioner Tobin seconded the motion.**

Vote on Motion

Commissioner Rodriguez - Aye
Commissioner Tobin - Aye
Commissioner Majeska - Aye
Commissioner Heim - Aye
Chairman Asdourian - Aye
Motion Passed: 5 to 0

Findings After Rainstorm (J-3)

Mr. Rosasco announced that cleanout caps were found unscrewed or damaged by customers to allow standing stormwater caused by heavy rainstorms over Memorial Day weekend to enter the District's wastewater system. Staff is researching preventative measures. The matter will be brought back to the Board at a future meeting.

CONSTRUCTION REPORT (K)

No report.

ENGINEER'S REPORT (L)

No report.

LEGAL REPORT (M)

Request for Attorney-Client Closed Session to Discuss Big Chill Litigation Case No. 19-CA-175-P Time Certain at 5:00 PM (M-1)

Mr. Mulick requested an attorney-client closed session regarding the matter of Fisherman's Restaurant and Conference Center, LLC, Senor Frijoles, LLC, and Big Chill, LLC, vs. Key Largo Wastewater Treatment District, Case Number 19-CA-175-P to be held on June 16, 2020 at 5:00 PM. Attending are Chairman David Asdourian; Commissioners Nicolas Rodriguez, Robert Majeska, Andrew Tobin, and Susan Heim; General Manager, Peter Rosasco; General Counsel, Nicholas Mulick; and a court reporter.

Motion: **Commissioner Tobin made a motion to approve the request. Commissioner Rodriguez seconded the motion.**

Vote on Motion

Commissioner Tobin - Aye
Commissioner Rodriguez - Aye
Commissioner Majeska - Aye
Commissioner Heim - Aye
Chairman Asdourian - Aye
Motion Passed: 5 to 0

Interlocal Agreement between FKAA and KLWTD (M-2)
Mr. Mulick announced that the Florida Keys Aqueduct Authority's ("FKAA") attorney, Robert Feldman, intends to present to the FKAA Board of Directors the proposed Interlocal Agreement ("ILA") between FKAA and KLWTD, authorizing FKAA to construct and maintain a decentralized wastewater facility at Cross Key.

Motion: **Commissioner Tobin made a motion to approve the ILA for transmittal to FKAA. Commissioner Rodriguez seconded the motion.**

Vote on Motion

Commissioner Tobin - Aye
Commissioner Rodriguez - Aye
Commissioner Majeska - Aye
Commissioner Heim - Aye
Chairman Asdourian - Aye
Motion Passed: 5 to 0

COMMISSIONERS' ITEMS (N)
Cancellation of August 18th Meeting (N-1)
The August 18, 2020 board meeting was not cancelled.

ROUNDTABLE DISCUSSION (O)
Unfinished Business (O-1)

ADJOURNMENT (P)
The Meeting was adjourned at 5:56 PM.

David Asdourian, Chairman

Diane Bockelman, Clerk

Seal

4.4 ADMINISTRATIVE LEAVE COMPENSATION

June 2, 2020 Lay down - Item G-2

Upon declaration of a District wide emergency by the General Manager, all employees shall be placed on Administrative Leave and continue to receive their regular pay, health insurance and retirement benefits, limited to regularly scheduled work hours.

Upon conclusion of the emergency, the General Manager will direct employees to return to work at which time Administrative Leave pay will terminate.

~~As authorized by the General Manager, Administrative Leave pay ensures that all employees continue to receive pay, elected health insurance and retirement benefits.(moved up)~~
~~Administrative Leave pay is limited to regularly scheduled work hours.moved up~~

4.4.(1) EMERGENCY STAFFING COMPENSATION

In addition to Administrative Leave compensation, District employees who, at the request of the General Manager, provide services to the District during an emergency will be compensated at a rate equal to one and one-half times their regular hourly rate of pay, regardless of total hours worked during the emergency.

Upon conclusion of the emergency, the General Manager will direct employees to return to work at which time Emergency Staffing pay will terminate.

4.5. *DISTRICT BOARD OF COMMISSIONERS Resolution 05-2020*

Upon certain emergency circumstances, as determined by the General Manager, the General Manager shall:

1. Permit employees to work flexible hours and from different locations, i.e., home or off-site at suitable locations.
2. Option 1- Authorize regular and/or overtime pay for employees who work from the District or home; are unable to work due to an illness related to the emergency, or need to provide care and assistance to family members.

ALTERNATE #2) Authorize regular compensation rate or compensation at a rate equal to one and one-half times regular pay (Exempt see Rule 4.6), for employees who work from the District or home; are unable to work due to an illness related to the emergency, or need to provide care and assistance to family members.

4.6 ADMINISTRATIVE LEAVE AND EMERGENCY STAFFING COMPENSATION AND RESOLUTON 05-2020 PROCEDURE

Administrative Leave pay and Emergency Staffing pay and Resolution 05-2020 pay will be processed by the Finance Department. Employees authorized to work after an emergency condition has been declared by the General Manager must provide written documentation daily to their Department Manager for approval of their hours worked, and if approved, delivered to the Finance Department prior to submission of weekly payroll processing, or as soon as possible after the emergency condition has ended.

Exempt employees' regular hourly rate of pay shall be computed by dividing their annual salary by the number 2,080.

June 2, 2020 Lay Down
Item G-2

3.2 EMPLOYMENT CATEGORIES. (A - E)

[EXISTING] D. Alternative Work Scheduling (Flextime)

Alternative work scheduling (flextime) is a scheduling arrangement providing flexibility in the work day. Flextime is approved on a case-by-case basis by the General Manager. The General Manager, the Department Manager and the Human Resources Department will assess the impact and the outcome in terms of production, quality and absenteeism. Upon successful completion of a trial period to be determined by the Human Resources Department, the work arrangement will be reviewed annually. The District reserves the right to cancel a flextime arrangement at any time, for any reason. Employees desiring to change or cancel their flextime arrangement must obtain written approval from the General Manager.

[PROPOSED] D. Alternative Work Locations and Flexible Schedules.

This section applies to i) working from locations (outside the District boundaries and/or from home) and ii) working flexible schedules rather than continuously during the work day. The General Manager may from time to time require one or more employees to work from alternative locations and to work flexible schedules including during a declared emergency. Employees may also request to work from other locations and to work flexible hours. Such requests will be reviewed on a case-by-case basis by the General Manager. The General Manager, the Department Manager and the Human Resources Department will assess the impact and the outcome in terms of production, quality and absenteeism. The District reserves the right to cancel the working arrangement at any time, for any reason. Employees desiring to change or cancel their flextime arrangement must obtain written approval from the General Manager.

[EXISTING] 3.5 EVACUATION POLICY.

The General Manager has sole discretion to review the circumstances and authorize exceptions to this policy.

A. Early Evacuation: The District will not require its employees to report to work during a mandatory, evacuation order. Any employee who wishes to evacuate prior to the General Manager declaring business closure must receive approval from their Department Manager. Until business closure has been declared by the General Manager, and administrative leave pay begins, any missed work hours will be deducted from available Paid Time Off (PTO) or deemed to be unpaid time.

B. Return To Work: As soon as conditions allow, all employees shall contact their Department Manager for instructions as to when to report back to work. If an employee is unable to return to work, any missed work hours will be deducted from available Paid Time Off (PTO) or deemed to be unpaid time.

[PROPOSED] 3.5 DECLARED EMERGENCY.

The General Manager shall have the right to declare an emergency which is defined as any threatened or actual weather event, civil unrest, disease, contamination, or other circumstances that may endanger property or persons.

A. Advance Preparations. (1) Prior to an actual declaration of an emergency, the Manager will allow employees time off to prepare for the potential or threatened emergency. During that time employees will receive administrative leave pay. Employees may be required to work during this time pursuant to Section 3.2 D (Flextime).

(2) An employee wishing to take additional time off to prepare must receive approval from their Department Manager. Any missed work hours will be deducted from available Paid Time Off (PTO) or deemed to be unpaid time.

B. Return To Work: The Manager will issue a "Report Back to Work" Order as soon as conditions allow. Employees are responsible for contacting the District for instructions as to when to report back to work. If an employee is unable to return to work, any missed work hours will be deducted from available Paid Time Off (PTO) or deemed to be unpaid time.

C. Special Conditions: If, as a result of a natural disaster, an employee's financial means are significantly impacted, the employee may discuss their special conditions with the Human Resources Department and/or the General Manager.

[EXISTING] 4.5 EMERGENCY STAFFING COMPENSATION

In addition to Administrative Leave compensation, District employees who, at the request of the General Manager, provide services to the District during an emergency will be compensated at a rate equal to one and one-half times their regular hourly rate of pay, regardless of total hours worked during the emergency. Upon conclusion of the emergency, the General Manager will direct employees to return to work at which time Emergency Staffing pay will terminate.

[PROPOSED] 4.5 EMERGENCY STAFFING COMPENSATION

In addition to Administrative Leave compensation, the Manager may authorize one or more employees to be paid "overtime" during a threatened or declared emergency. Overtime pay is for working in hazardous or unusual conditions, and not available for routine work assignments that may be required prior to or during an emergency.

June 2, 2020 - Add On Item
Item J-2

CHAMPION CONTROLS, INC.

PROPSOAL

Date: May 15, 2020 **Quote No: Q1100-20**

To: Key Largo Wastewater Treatment District
Attention: Jered Primicerio
Ph: (305) 451-4019
Email: jered.primicerio@klwtd.com

Reference: KLWTD WWTP – Modifications to SBR Panel

Champion Controls, Inc. is pleased to quote you on the following equipment for the above-mentioned project. These items will be integrated, tested, and certified to Champion Controls' highest standards in compliance with the specifications and requirements. Champion Controls will provide the following:

DRAWINGS/SPECIFICATIONS COVERED BY CHAMPION CONTROLS, INC.:

- **DRAWINGS**
- **CP3765 SBR (1).pdf**
- **SBR panel asbuilts2.pdf**
- **SPECIFICATIONS**
- **Email received 5/6/2020 @ ~10:40AM**

Champion Controls is a leading control systems supplier providing system integration and engineering design services, as well as manufacturing of custom control panels for a variety of markets. We hold Underwriters Laboratory (**UL**) **508A** & **698A** certifications for the USA and Canada as a manufacturer of industrial control panels as well as UL Master Labeler for lightning protection systems. We are also State of Florida certified unlimited electrical contractors, State of Florida registered women and minority **WMBE,** State of New York **DBE,** and New York City women and minority **WMBE.**

Champion Controls also provides motor and drive testing services. Our ISA certified electric motor dynamometer is designed to load test and certify the capabilities of horizontal 240VAC or 480VAC electric motors. The system supports motors ranging from small fractional HP up to 100 HP and up to 600 lb-ft continuous torque (900 lb-ft intermittent).

Should you have any questions regarding equipment being supplied or technical issues please contact me any time at your convenience.

Sincerely,

Marc Drillick

Marc Drillick
Estimator II
Tel: 954-318-3090

811 NW 57th PL
Ft. Lauderdale, FL 33309
T: (954) 318-3090

WWW.CHAMPIONCONTROLS.COM

33 Comac Loop Suite 16
Ronkonkoma, New York 11779
T: (631) 981-3090

CHAMPION CONTROLS, INC.

I. INSTRUMENTATION & CONTROLS

The following change order is to cover the costs associated with incorporating twelve (12) new analog inputs coming from the new instrumentation being added to the job **(new instrumentation by KLWTD)**. As well as to provide modifications to the PLC program, and checkout of SCADA signals.

A) *MATERIALS* — Qty: (1 lot)

1. PLC Analog input modules	**Qty: (2 ea.)**
2. Analog signal surge protectors	**Qty: (8 ea.)**
3. Fuses w/ fuse-holders	**Qty: (16 ea.)**
4. Terminal block w/ accessories	**Qty: (as req.)**

B) *LABOR*

1. Engineering labor to produce documentation, etc.
2. Field technician labor to install new equipment in existing SBR control panel, and support programmer during testing
3. Programmer time to make modifications to PLC program, and perform testing on new incoming signals
4. Programmer time to verify, check out, and test SCADA signals

II. PRICING

GRAND TOTAL: $13,192.00

III. GENERAL NOTES

A) Freight included. Taxes not included.
B) **No services or materials, other than those described herein are included in this proposal. **
C) Proposal is valid for 30 days from the date of this proposal.
D) 2% 10, net 30, zero percent retainage.
E) Engineered submittals will be invoiced upon submission at the amount of 15% of project total.

Should you have any questions or comments, I may be contacted at (954) 318-3090.

Sincerely,

Marc Drillick
Estimator II

811 NW 57th PL
Ft. Lauderdale, FL 33309
T: (954) 318-3090

WWW.CHAMPIONCONTROLS.COM

33 Comac Loop Suite 16
Ronkonkoma, New York 11779
T: (631) 981-3090

June 2, 2020 Lay down
Item M-2

INTERLOCAL AGREEMENT BETWEEN FLORIDA KEYS AQUEDUCT AUTHORITY AND KEY LARGO WASTEWATER TREATMENT DISTRICT

THIS INTERLOCAL AGREEMENT ("Agreement") is entered into this _____ day of May 2020, pursuant to Florida Statutes, Sec. 163.01, by and between the Florida Keys Aqueduct Authority ("the Authority"), a political subdivision of the State of Florida, and the Key Largo Wastewater Treatment District ("the District"), an independent special district.

WHEREAS, the Authority was created in 1976 by the Legislature of the State of Florida. Pursuant to Chapter 76-441, Laws of Florida, said law having been amended from time to time, for purposes of obtaining, supplying and distributing an adequate supply of water to the Florida Keys and to purchase, construct, acquire, operate, manage and control wastewater systems; and

WHEREAS, the District was formed in 2002 by the Legislature of the State of Florida pursuant to the Key Largo Wastewater Treatment District Act, House Bill 471, Chapter 2002-337, Laws of Florida, for the purpose of performing such acts as shall be necessary for the sound planning, acquisition, development, operation and maintenance of a wastewater management system within the District's jurisdiction, including all business facilities necessary and incidental thereto; and

WHEREAS, the area that is the subject of this Agreement, graphically depicted on the attached Exhibit "A" (hereinafter referred to as "Cross Key"), is located approximately nine (9) miles from District facilities and includes 242 Equivalent Dwelling Units of various classifications; and

WHEREAS, the District has thoroughly investigated the wastewater treatment requirements of Cross Key and possible alternatives for providing wastewater services to that area; and

WHEREAS, the District has determined that because of the prohibitive cost of constructing and/or extending wastewater facilities to such a remote location, and the limited number of parcels that would be served, it is not economically feasible, prudent, or practicable for the District to provide wastewater services to Cross Key; and

WHEREAS, the Authority has procured and has agreed to utilize a federal EPA grant to build a decentralized wastewater treatment facility and collection system on Cross Key; and

WHEREAS, the Authority owns land on Cross Key which has been permitted by Monroe County for a wastewater plant; and

WHEREAS, the Authority and the District desire to enter into an interlocal agreement, pursuant to which the Authority will build and operate a decentralized wastewater treatment facility and collection system on Cross Key and will include these facilities in its wastewater system; and

WHEREAS, the parties have the legal authority to enter into this agreement and implement its provisions.

NOW THEREFORE, in consideration of the mutual covenants contained herein, and subject to the terms and conditions hereinafter set forth, the Authority and the District agree as follows:

1. The foregoing recitals are incorporated herein by reference.

2. The Authority will construct and operate a wastewater system on Cross Key ("the Cross Key Wastewater System") using its EPA Grant, together with charging unit owners system development fees, and other fees and charges imposed by the Authority. The District hereby conveys and relinquishes to the Authority all rights, revenues and liabilities in any form or manner relating to the Cross Key Wastewater System. The Authority assumes and accepts all rights and liabilities of the Cross Key Wastewater System and shall construct and operate its system as one of its own. Both the District and the Authority will execute all necessary documents and take any appropriate action to accomplish the permanent transfer stated herein.

3. The Authority acknowledges and agrees that the construction, operation, maintenance, and repair of the Cross Key Wastewater System is the sole responsibility of the Authority. The Authority shall indemnify and hold harmless the District from and against any and all liability, damages, judgments or claims of any nature by anyone whatsoever, including attorney's fees, incurred by the District, arising out of or relating to the Authority's construction, operation, maintenance and repair of the Cross Key Wastewater System.

IN WITNESS WHEREOF, the parties have caused this Interlocal Agreement to be executed on their behalf by the Executive Director of the Florida Keys Aqueduct Authority and the General Manager of Key Largo Wastewater Treatment District.

FKAA BOARD APPROVED: May _____, 2020

FLORIDA KEYS AQUEDUCT AUTHORITY

ATTEST:

By: _____
Thomas Walker, Executive Director

_____
Clerk: Pamela Albury

KLWTD BOARD APPROVED: May _____, 2020

KEY LARGO WASTWATER TREATMENT DISTRICT

ATTEST:

By: _____
Peter Rosasco, General Manager

_____
Clerk: Diane Bockelman

Exhibit "A"

GRAPHIC DEPICTION OF SERVICE AREA

PELICAN CAY GRAVITY COLLECTION SYSTEM W/ SEPTIC TANK (20 EDU)
ASSUMED SEPTIC TANK
SEA HUNTER MARINA (30 SLIPS)
OCEAN BLUE (20 SLIPS)
MARINA 3 (23 SLIPS)
ASSUMED SEPTIC TANK
EXISTING VACUUM COLLECTION SYSTEM
MANATEE BAY CLUB FLA014885-004 WITH DEEP WELL INJECTION (EXPIRED PERMIT)
MANATEE COVE
MANATEE COVE (39 EDU)
MANATEE COVE
MORRIS AVENUE
TARPON LANE
OVERSEAS HWY
MOBILE HOMES (3 EDU)
MORRIS AVENUE
MORRIS AVENUE
SINGLE FAMILY HOME (1 EDU)
SINGLE FAMILY HOME (1 EDU)
SINGLE FAMILY HOME (1 EDU)
SINGLE FAMILY HOME (1 EDU)
SINGLE FAMILY HOME (1 EDU)
VACANT
HAZEL STREET
SINGLE FAMILY HOME (1 EDU)
SINGLE FAMILY HOME (1 EDU)
SINGLE FAMILY HOME (1 EDU)
MANATEE BAY CLUB (94 SLIPS)
SINGLE FAMILY HOME (1 EDU)
SINGLE FAMILY HOME (1 EDU)
PROPOSED WWTP SITE
SINGLE FAMILY HOME (1 EDU)
VACANT
VACANT
VACANT
VACANT
MANATEE BAY CLUB CLUBHOUSE
LARGE SINGLE FAMILY HOME (2 EDU)
N
GRAPHIC SCALE
FLORIDA KEYS AQUEDUCT AUTHORITY
cph
www.cphcorp.com
A Full Service A & E Firm
Architects
Engineers
Environmental
Landscape Architects
M / E / P
Planners
Structural
Surveyors
Traffic / Transportation
Offices in:
• Florida
• Puerto Rico
• Connecticut
• Maryland
• Texas
Designed by: L.A.Y.
Drawn by: L.A.Y.
Checked by: K.B.
Approved by: T.H.H.
Scale: 1" = 80'
Date: 4/03/18
Job No.: F15101
© 2018
No. Date Revision By
Plans Prepared By CPH, Inc.
Licensee:
EXISTING CONDITIONS AND FLOW PROJECTION
CROSS KEY
KEY LARGO, FLORIDA
Sheet No.
EX-1.1

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

Meeting Date: June 16, 2020

Agenda Item Number: H-1

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Discussion

Department: General Manager

Sponsor: Peter Rosasco

Subject:

Procurement Policy Discussion

Summary of Discussion:

Discussion about revising the District's Procurement Policy.

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

Approved By: _____ **Date:** 6-11-2020
General Manager

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

Meeting Date: June 16, 2020

Agenda Item Number: H-2

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action: Approval

Department: General Manager

Sponsor: General Manager

Subject:

Additional Debt Reduction Payment

Summary of Discussion:

Discussion of additional debt reduction payment in the amount of $2,125,000 from funding received in March for Monroe County Inter-Local Agreement.

Staff is seeking direction regarding possible additional payments to the BB&T bonds for the April 15, 2019 due date, $1,062,500 in additional debt reduction to each of the two BB&T bonds. This additional debt reduction was budgeted in FY20. BB&T requires advance notice of additional debt payments, which can only be made on a regularly scheduled payment due date. The next quarterly due date is July 15, 2020.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 2,125,000.00	
Administration:	_____		
Finance:	CF	Funding Source:	
District Counsel:	_____		
District Clerk:	_____	Budgeted:	
Engineering:	_____	Yes	

Approved By: _____ **Date:** 6-4-2020
General Manager

NOTICE OF PARTIAL EARLY REDEMPTION

Date: April 2, 2019

NOTICE OF PARTIAL EARLY

REDEMPTION

to the holders of

BB&T Government Finance

Key Largo Wastewater Treatment District

Utility System Utility Revenue Refunding Bond 2013

Loan Number: 990900041300002

NOTICE IS HEREBY GIVEN to the holders of the outstanding Bonds of Key Largo Wastewater Treatment District: The District will redeem $1,062,500.00 as an additional prepayment amount in aggregate principal amount of the Bonds on or before April 15, 2019, at the time of our next regularly scheduled payment due date.

Key Largo Wastewater Treatment District requests reduction of the terms of the loan, and does not request re-amortization of the loan. Grant proceeds are being used for this prepayment.

Sincerely,

Peter Rosasco, General Manager
Key Largo Wastewater Treatment District

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

Meeting Date: June 16, 2020

Agenda Item Number: H-3

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Discussion

Department: General Manager

Sponsor: General Manager

Subject:

Grau and Associates Financial Audit - Contract Extension

Summary of Discussion:

Grau and Associates completed the final year of their 3 year contract for providing financial auditing services for KLWTD. The existing contract allows extension of the contract by mutual agreement.

The fee schedule can be found on page 7 of the attached proposal. FY20 auditing fees would be $24,500 plus $4,000 for any required single audits, if applicable.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 24,500.00	Grau and Associates proposal dated May 27, 2020
Administration:	_____	Expense	
Finance:	CF	Funding Source:	
District Counsel:	_____		
District Clerk:	_____	Budgeted:	
Engineering:	_____	Yes	

Approved By: _____ **Date:** 6-11-2020

General Manager

Grau & Associates
CERTIFIED PUBLIC ACCOUNTANTS

951 Yamato Road • Suite 280
Boca Raton, Florida 33431
(561) 994-9299 • (800) 299-4728
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May 27, 2020

Key Largo Wastewater Treatment District, Florida
500 Greynolds Circle
Lantana, FL 33462

We are pleased to confirm our understanding of the services we are to provide the Key Largo Wastewater Treatment District, Florida ("the District") as of and for each of the fiscal years ended September 30, 2020, 2021 and 2022. We will audit the financial statements including the related notes to the financial statements, which collectively comprise the basic financial statements of the Key Largo Wastewater Treatment District as of and for each of the fiscal years ended September 30, 2020, 2021 and 2022. In addition, we will examine the District's compliance with the requirements of Section 218.415 Florida Statutes..

Accounting standards generally accepted in the United States of America provide for certain required supplementary information (RSI), such as management's discussion and analysis (MD&A), to supplement the District's basic financial statements. Such information, although not a part of the basic financial statements, is required by the Governmental Accounting Standards Board who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the District's RSI in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist of inquiries of management regarding the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements. We will not express an opinion or provide any assurance on the information because the limited procedures do not provide us with sufficient evidence to express an opinion or provide any assurance.

The following RSI is required by generally accepted accounting principles and will be subjected to certain limited procedures, but will not be audited:

1. Management's discussion and analysis
2. Schedule of changes in net pension liability and related ratios
3. Schedule of contributions
4. OPEB schedules

We have also been engaged to report on supplementary information other than RSI that accompanies the District's financial statements. We will subject the following supplementary information to the auditing procedures applied in our audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America and will provide an opinion on it in relation to the financial statements as a whole, in a report combined with our auditor's report on the financial statements:

1. Schedule of expenditures of federal awards and state financial assistance (if applicable)
2. Budgetary comparison schedules for other funds

The following other information accompanying the financial statements will not be subjected to the auditing procedures applied in our audit of the financial statements, and for which our auditor's report will not provide an opinion or any assurance:

1. Introduction section
2. Statistical section

Audit Objectives

The objective of our audit is the expression of opinions as to whether your basic financial statements are fairly presented, in all material respects, in conformity with U.S. generally accepted accounting principles and to report on the fairness of the supplementary information referred to in the second paragraph when considered in relation to the financial statements as a whole. The objective also includes reporting on—

- Internal control over financial reporting and compliance with provisions of laws, regulations, contracts, and award agreements, noncompliance with which could have a material effect on the financial statements in accordance with *Government Auditing Standards*.
- Internal control over compliance related to major federal programs and state projects and an opinion (or disclaimer of opinion) on compliance with federal and state statutes, regulations, and the terms and conditions of federal and state awards that could have a direct and material effect on each major program in accordance with the Single Audit Act Amendments of 1996, Title 2 U.S. *Code of Federal Regulations* (CFR) Part 200, *Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards* (Uniform Guidance) and Chapter 10.550, Rules of the Auditor General.

The *Government Auditing Standards* report on internal control over financial reporting and on compliance and other matters will include a paragraph that states that (1) the purpose of the report is solely to describe the scope of testing of internal control and compliance and the results of that testing, and not to provide an opinion on the effectiveness of the entity's internal control or on compliance, and (2) the report is an integral part of an audit performed in accordance with *Government Auditing Standards* in considering the entity's internal control and compliance. The Uniform Guidance/Chapter 10.550, Rules of the Auditor General report on internal control over compliance will include a paragraph that states that the purpose of the reports on internal control over compliance is solely to describe the scope of testing of internal control over compliance and the results of that testing based on the requirements of the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. Both reports will state that the report is not suitable for any other purpose.

Our audit will be conducted in accordance with auditing standards generally accepted in the United States of America; the standards for financial audits contained in *Government Auditing Standards*, issued by the Comptroller General of the United States; the Single Audit Act Amendments of 1996; the provisions of the Uniform Guidance; and the provisions of Chapter 10.550, Rules of the Auditor General, and will include tests of accounting records, a determination of major program(s) in accordance with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General, and other procedures we consider necessary to enable us to express such opinions. We will issue written reports upon completion of our Single Audits. We cannot provide assurance that unmodified opinions will be expressed. Circumstances may arise in which it is necessary for us to modify our opinions or add emphasis-of-matter or other-matter paragraphs. If our opinions are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or issue reports, or we may withdraw from this engagement.

Examination Objective

The objective of our examination is the expression of an opinion as to whether the District is in compliance with Florida Statute 218.415 in accordance with Rule 10.556(10) of the Auditor General of the State of Florida. Our examination will be conducted in accordance with attestation standards established by the American Institute of Certified Public Accountants and will include tests of your records and other procedures we consider necessary to enable us to express such an opinion. We will issue a written report upon completion of our examination of the District's compliance. The report will include a statement that the report is intended solely for the information and use of management, those charged with governance, and the Florida Auditor General, and is not intended to be and should not be used by anyone other than these specified parties. We cannot provide assurance that an unmodified opinion will be expressed. Circumstances may arise in which it is necessary for us to modify our opinion or add emphasis-of-matter or other-matter paragraphs. If our opinion on the District's compliance is other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the examination or are unable to form or have not formed an opinion, we may decline to express an opinion or issue a report, or may withdraw from this engagement

Audit Procedures—General

An audit includes examining, on a test basis, evidence supporting the amounts and disclosures in the financial statements; therefore, our audit will involve judgment about the number of transactions to be examined and the areas to be tested. An audit also includes evaluating the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluating the overall presentation of the financial statements. We will plan and perform the audit to obtain reasonable rather than absolute assurance about whether the financial statements are free of material misstatement, whether from (1) errors, (2) fraudulent financial reporting, (3) misappropriation of assets, or (4) violations of laws or governmental regulations that are attributable to the entity or to acts by management or employees acting on behalf of the entity. Because the determination of abuse is subjective, *Government Auditing Standards* do not expect auditors to provide reasonable assurance of detecting abuse.

Because of the inherent limitations of an audit, combined with the inherent limitations of internal control, and because we will not perform a detailed examination of all transactions, there is a risk that material misstatements may exist and not be detected by us, even though the audit is properly planned and performed in accordance with U.S. generally accepted auditing standards and *Government Auditing Standards*. In addition, an audit is not designed to detect immaterial misstatements or violations of laws or governmental regulations that do not have a direct and material effect on the financial statements. Our responsibility as auditors is limited to the period covered by our audit and does not extend to later periods for which we are not engaged as auditors.

Our procedures will include tests of documentary evidence supporting the transactions recorded in the accounts, and may include tests of the physical existence of inventories, and direct confirmation of receivables and certain other assets and liabilities by correspondence with selected individuals, funding sources, creditors, and financial institutions. We will request written representations from your attorneys as part of the engagement, and they may bill you for responding to this inquiry. At the conclusion of our audit, we will require certain written representations from you about your responsibilities for the financial statements; compliance with laws, regulations, contracts, and grant agreements; and other responsibilities required by generally accepted auditing standards.

Audit Procedures—Internal Controls

Our audit will include obtaining an understanding of the District and its environment, including internal control, sufficient to assess the risks of material misstatement of the financial statements and to design the nature, timing, and extent of further audit procedures. Tests of controls may be performed to test the effectiveness of certain controls that we consider relevant to preventing and detecting errors and fraud that are material to the financial statements and to preventing and detecting misstatements resulting from illegal acts and other noncompliance matters that have a direct and material effect on the financial statements. Our tests, if performed, will be less in scope than would be necessary to render an opinion on internal control and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to *Government Auditing Standards*.

As required by the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida, we will perform tests of controls over compliance to evaluate the effectiveness of the design and operation of controls that we consider relevant to preventing or detecting material noncompliance with compliance requirements applicable to each major federal award program and major state financial assistance project. However, our tests will be less in scope than would be necessary to render an opinion on those controls and, accordingly, no opinion will be expressed in our report on internal control issued pursuant to the Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida.

An audit is not designed to provide assurance on internal control or to identify significant deficiencies or material weaknesses. However, during the audit, we will communicate to management and those charged with governance internal control related matters that are required to be communicated under AICPA professional standards, *Government Auditing Standards*, and the Uniform Guidance.

Audit Procedures—Compliance

As part of obtaining reasonable assurance about whether the financial statements are free of material misstatement, we will perform tests of the District's compliance with the provisions of applicable laws, regulations, contracts, agreements, and grants, if applicable. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion in our report on compliance issued pursuant to *Government Auditing Standards*.

The Uniform Guidance and Chapter 10.550, *Rules of the Auditor General* of the State of Florida requires that we also plan and perform the audit to obtain reasonable assurance about whether the auditee has complied with federal and state statutes, regulations, and the terms and conditions of federal awards and state financial assistance projects applicable to major federal programs and major state projects. Our procedures will consist of tests of transactions and other applicable procedures described in the *OMB Compliance Supplement* and *State of Florida Projects Compliance Supplement* for the types of compliance requirements that could have a direct and material effect on each of the District's major federal programs and major state projects. The purpose of these procedures will be to express an opinion on the District's compliance with requirements applicable to each of its major programs in our report on compliance issued pursuant to the Uniform Guidance and Chapter 10.550, Rules of the Florida Auditor General.

Other Services

We will also assist in preparing the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes of the District in conformity with U.S. generally accepted accounting principles and the Uniform Guidance based on information provided by you. These nonaudit services do not constitute an audit under *Government Auditing Standards* and such services will not be conducted in accordance with *Government Auditing Standards*. We will perform the services in accordance with applicable professional standards. The other services are limited to the financial statements, schedule of expenditures of federal awards, and related notes services previously defined. We, in our sole professional judgment, reserve the right to refuse to perform any procedure or take any action that could be construed as assuming management responsibilities.

Management Responsibilities

Management is responsible for the basic financial statements and all accompanying information as well as all representations contained therein. Further, management is responsible for compliance with Florida Statute 218.415 and will provide us with the information required for the examination.

Management is responsible for (1) designing, implementing, and maintaining effective internal controls, including internal controls over federal awards, and for evaluating and monitoring ongoing activities to help ensure that appropriate goals and objectives are met; (2) following laws and regulations; (3) ensuring that there is reasonable assurance that government programs are administered in compliance with compliance requirements; and (4) ensuring that management and financial information is reliable and properly reported. Management is also responsible for implementing systems designed to achieve compliance with applicable laws, regulations, contracts, and grant agreements. You are also responsible for the selection and application of accounting principles; for the preparation and fair presentation of the financial statements, schedule of expenditures of federal awards and state financial assistance, and all accompanying information in conformity with U.S. generally accepted accounting principles; and for compliance with applicable laws and regulations (including federal and state statutes) and the provisions of contracts and grant agreements (including award agreements). Your responsibilities also include identifying significant contractor relationships in which the contractor has responsibility for program compliance and for the accuracy and completeness of that information.

Management is also responsible for making all financial records and related information available to us and for the accuracy and completeness of that information. You are also responsible for providing us with (1) access to all information of which you are aware that is relevant to the preparation and fair presentation of the financial statements, (2) access to personnel, accounts, books, records, supporting documentation, and other information as needed to perform an audit under the Uniform Guidance, (3) additional information that we may request for the purpose of the audit, and (4) unrestricted access to persons within the government from whom we determine it necessary to obtain audit evidence.

Your responsibilities include adjusting the financial statements to correct material misstatements and for confirming to us in the written representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the financial statements taken as a whole. As part of our engagement, we may propose standard, adjusting, or correcting journal entries to your financial statements. You are responsible for reviewing the entries and understanding the nature of any proposed entries and the impact they have on the financial statements.

You are responsible for the design and implementation of programs and controls to prevent and detect fraud, and for informing us about all known or suspected fraud affecting the government involving (1) management, (2) employees who have significant roles in internal control, and (3) others where the fraud could have a material effect on the financial statements. Your responsibilities include informing us of your knowledge of any allegations of fraud or suspected fraud affecting the government received in communications from employees, former employees, grantors, regulators, or others. In addition, you are responsible for identifying and ensuring that the government complies with applicable laws, regulations, contracts, agreements, and grants and for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts or grant agreements, or abuse that we report. Management is also responsible for taking timely and appropriate steps to remedy fraud and noncompliance with provisions of laws, regulations, contracts, and grant agreements, or abuse that we report. Additionally, as required by the Uniform Guidance and Chapter 10.550 Rules of the Auditor General of the State of Florida, it is management's responsibility to evaluate and monitor noncompliance with federal statutes, regulations, and the terms and conditions of federal awards; take prompt action when instances of noncompliance are identified including noncompliance identified in audit findings; promptly follow up and take corrective action on reported audit findings; and prepare a summary schedule of prior audit findings and a separate corrective action plan.

You are responsible for identifying all federal awards and state financial assistance projects received and understanding and complying with the compliance requirements and for the preparation of the schedule of expenditures of federal awards and state financial assistance projects (including notes and noncash assistance received) in conformity with the Uniform Guidance and Chapter 10.550, Rules of the Auditor General. You agree to include our report on the schedule of expenditures of federal awards and state financial assistance projects in any document that contains and indicates that we have reported on the schedule of expenditures of federal awards and state financial assistance. You also agree to include the audited financial statements with any presentation of the schedule of expenditures of federal awards and state financial assistance projects that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the schedule of expenditures of federal awards and state financial assistance projects in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (2) you believe the schedule of expenditures of federal awards and state financial assistance projects, including its form and content, is stated fairly in accordance with the Uniform Guidance and Chapter 10.550 Rules of the Auditor General; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the schedule of expenditures of federal awards and state financial assistance projects.

You are responsible for the preparation of the supplementary information in conformity with U.S. generally accepted accounting principles. You agree to include our report on the supplementary information in any document that contains and indicates that we have reported on the supplementary information. You also agree to include the audited financial statements with any presentation of the supplementary information that includes our report thereon. Your responsibilities include acknowledging to us in the written representation letter that (1) you are responsible for presentation of the supplementary information in accordance with GAAP; (2) you believe the supplementary information, including its form and content, is fairly presented in accordance with GAAP; (3) the methods of measurement or presentation have not changed from those used in the prior period (or, if they have changed, the reasons for such changes); and (4) you have disclosed to us any significant assumptions or interpretations underlying the measurement or presentation of the supplementary information.

Management is responsible for establishing and maintaining a process for tracking the status of audit findings and recommendations. Management is also responsible for identifying for us previous financial audits, attestation engagements, performance audits or other studies related to the objectives discussed in the Audit Objectives section of this letter. This responsibility includes relaying to us corrective actions taken to address significant findings and recommendations resulting from those audits, attestation engagements, performance audits, or other studies. You are also responsible for providing management's views on our current findings, conclusions, and recommendations, as well as your planned corrective actions, for the report, and the timing and format for providing that information.

You agree to assume all management responsibilities relating to the financial statements, schedule of expenditures of federal awards and state financial assistance, and related notes, and any other nonaudit services we provide. You will be required to acknowledge in the management representation letter our assistance with preparation of the financial statements, schedule of expenditures of federal awards, and related notes and that you have reviewed and approved the financial statements, schedule of expenditures of federal awards, and related notes prior to their issuance and have accepted responsibility for them. Further, you agree to oversee the nonaudit services by designating an individual, preferably from senior management, with suitable skill, knowledge, or experience; evaluate the adequacy and results of those services; and accept responsibility for them.

With regard to using the audit's report, you understand that you must obtain our prior written consent to reproduce or use our report in bond offering official statements or other documents.

With regard to the electronic dissemination of audited financial statements, including financial statements published electronically on your website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Audit Administration, Fees, and Other

We understand that your employees will prepare all confirmations we request and will locate any documents selected by us for testing.

At the conclusion of the engagement, we will complete the appropriate sections of the Data Collection Form that summarizes our audit findings. It is management's responsibility to submit the reporting package (including financial statements, schedule of expenditures of federal awards, summary schedule of prior audit findings, auditors' reports, and corrective action plan) along with the Data Collection Form to the federal audit clearinghouse. We will coordinate with you the electronic submission and certification. If applicable, we will provide copies of our report for you to include with the reporting package you will submit to pass-through entities. The Data Collection Form and the reporting package must be submitted within the earlier of 30 days after receipt of the auditors' reports or nine months after the end of the audit period, unless a longer period is agreed to in advance by the cognizant or oversight agency for audits.

The audit documentation for this engagement is the property of Grau & Associates and constitutes confidential information. However, subject to applicable laws and regulations, audit documentation and appropriate individuals will be made available upon request and in a timely manner to a cognizant or oversight agency or its designee, a federal agency providing direct or indirect funding, or the U.S. Government Accountability Office for purposes of a quality review of the audit, to resolve audit findings, or to carry out oversight responsibilities. We will notify you of any such request. If requested, access to such audit documentation will be provided under the supervision of Grau & Associates personnel. Furthermore, upon request, we may provide copies of selected audit documentation to the aforementioned parties. These parties may intend, or decide, to distribute the copies or information contained therein to others, including other governmental agencies. Notwithstanding the foregoing, the parties acknowledge that various documents reviewed or produced during the conduct of the audit may be public records under Florida law. The District agrees to notify Grau & Associates of any public record request it receives that involves audit documentation.

The audit documentation for this engagement will be retained for a minimum of five years after the report release date. If we are aware that a federal awarding agency or auditee is contesting an audit finding, we will contact the party(ies) contesting the audit finding for guidance prior to destroying the audit documentation.

Our fee for these services will not exceed $24,500 for the September 30, 2020 audit. The fees for fiscal year 2021 and 2022 will not exceed $25,000 and $25,500, respectively, unless there is a change in activity by the District which results in additional audit work or debt is issued. The Federal and State compliance audit fees are $4,000 each (if applicable).

Our invoices for these fees will be rendered each month as work progresses and are payable on presentation. Invoices will be submitted in sufficient detail to demonstrate compliance with the terms of this agreement. In accordance with our firm policies, work may be suspended if your account becomes 60 days or more overdue and may not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, our engagement will be deemed to have been completed upon written notification of termination, even if we have not completed our report. You will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket costs through the date of termination. The above fee is based on anticipated cooperation from your personnel and the assumption that unexpected circumstances will not be encountered during the audit. If significant additional time is necessary, we will discuss it with you and arrive at a new fee estimate.

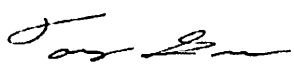
This agreement may be renewed each year thereafter subject to the mutual agreement by both parties to all terms and fees.

We will provide you with a copy of our most recent external peer review report and any letter of comment, and any subsequent peer review reports and letters of comment received during the period of the contract. Our 2019 peer review report accompanies this letter.

We appreciate the opportunity to be of service to the Key Largo Wastewater Treatment District and believe this letter accurately summarizes the significant terms of our engagement. If you have any questions, please let us know. If you agree with the terms of our engagement as described in this letter, please sign the enclosed copy and return it to us.

Very truly yours,

Grau & Associates



Antonio J. Grau

RESPONSE:

This letter correctly sets forth the understanding of the Key Largo Wastewater Treatment District.

By: _____

Title: _____

Date: _____

FICPA Florida Institute of Certified Public Accountants

FICPA Peer Review Program
Administered in Florida
by The Florida Institute of CPAs

AICPA Peer Review Program

AICPA Peer Review Program
Administered in Florida
by the Florida Institute of CPAs

February 20, 2020

Antonio Grau
Grau & Associates
951 Yamato Rd Ste 280
Boca Raton, FL 33431-1809

Dear Antonio Grau:

It is my pleasure to notify you that on February 20, 2020, the Florida Peer Review Committee accepted the report on the most recent System Review of your firm. The due date for your next review is December 31, 2022. This is the date by which all review documents should be completed and submitted to the administering entity.

As you know, the report had a peer review rating of pass. The Committee asked me to convey its congratulations to the firm.

Thank you for your cooperation.

Sincerely,
FICPA Peer Review Committee

Peer Review Team
FICPA Peer Review Committee
paul@ficpa.org
800-342-3197 ext. 251

Florida Institute of CPAs

cc: Daniel Hevia, Racquel McIntosh

Firm Number: 900004390114 Review Number: 571202

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

Meeting Date: June 16, 2020

Agenda Item Number: H-4

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Action: Approval

Department: Engineering

Sponsor: Steve Suggs

Subject:

FY20 Engineering Work Authorizations

Summary of Discussion:

WEC fiscal year 2020 work authorizations amendments for discussion and approval to finish out FY2020. Refer to memo for detailed information.

Reviewed / Approved

Operations: _____

Administration: _____

Finance: _____

District Counsel: _____

District Clerk: _____

Engineering: _____

Financial Impact

$ 78,752.11

Expense

Funding Source:

Grant(s)

Budgeted:

Partially

Attachments

WEC Memo & WA amendment Request

Approved By: _____ **Date:** 6-11-2020

General Manager

WEILER ENGINEERING CORPORATION

WEC xcellence in engineering

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6805 OVERSEAS HIGHWAY | MARATHON | FL 33050
TEL (305) 289-4161 | FAX(305) 289-4162

MEMORANDUM

To: Peter Rosasco, KLWTD General Manager

From: Ed Castle, PE & Steve Suggs P.E.

Date: June 8, 2020

Re: FY20 Engineering Work Authorizations

Weiler Engineering Corporation (WEC) provides consulting engineering services for the District. Each year June, we estimate the anticipated engineering costs for the upcoming new fiscal year. To do this, we create a manhour estimate for each of the anticipated scopes of work for the upcoming year, and then apply our 2008 billing rates (Note that WEC has held to the 2008 billing rates rather using the increased 2020 rates).

Since the KLWTD budget preparation starts in June and needs to be completed in time for Board review, questions asked and two presentations at Board meetings, the budget for the upcoming FY is developed several months before the start of the new FY. This necessitates an estimation of some engineering expenses related to Capital projects. We must estimate how much of the Capital project cost and work effort will carry over into the upcoming FY.

It was anticipated at budget preparation time in 2019 that the Capital Upgrades project, the CCC Rehab project and the Steel Maintenance Building projects would all be completed in FY19. However, none of these projects were completed by the Contractor before the end of FY19. Therefore, some engineering costs associated with these three projects carried over into FY20, impacting the FY20 WEC engineering costs, using funds intended for other Capital projects.

The following is a summary of the unanticipated Capital projects engineering expenses as of May 28, 2020.

Project Description	Unbudgeted Engineering Costs
Capital Upgrades – Headworks Bypass, PW System, SBR # 3 Bridge	$9,722.50
Phase 1 Solar- CCC & Ops Building	$290.00
CCC Rehabilitation and Coatings	$4,675.00
Steel Maintenance Building	$14,460.00
Reynolds Claim	$1,855.00
Total Unbudgeted Engineering Capital Costs	**$31,002.50**

Capital Upgrades Project: All of the CEI for the Capital Upgrades was anticipated to be completed if FY19 so no amount was included in the FY2020 budget. Additionally due to construction issues mainly with SCADA integration the project continued until recently with FDEP closeout anticipated in June 2020.

CCC Rehab Project: As was the case with the Capital Upgrades Project, the CCC Rehab extended longer then originally anticipated. In addition to this WEC was asked by KLWTD staff to design the piping system for the Digester Decant pump upgrade. The construction cost and the CEI cost of this was rolled into the CCC Rehab project and an amendment to the FDEP contract was completed to account for this. However, this additional cost was not anticipated as part of the WEC FY20 WA.

Steel Storage Building & Reynolds Claim: As the Board is aware, the Steel Maintenance building has had several challenges ranging from, redesign of the foundation because of underground conflicts, material procurement, and the Contractor claim. All of these issues coupled with a delay in construction progress has caused this project to linger and overrun budgeted cost. These issues were not anticipated when the original WEC WA was put together and the FY20 budget was finalized.

Solar Phase 1- CCC & Ops Building: A warrant issue arose earlier this year with the installed system. An inverter had failed under warranty and was replaced. WEC coordinated SALT about the decrease in output and warranty issue.

These unanticipated engineering expenses that are carry-overs from FY19 are the cause, in part, for the need for additional funds in the FY20 budget and amendments to the WEC work authorizations.

The tables below summarize the FY20 amounts remaining in the four WEC Work Authorizations through May 28, 2020, the cost vs budgeted amount, the anticipated costs to complete FY20, the proposed amount for the amendments to the WEC work authorizations, and the proposed Work Authorization amounts after amendment.

Description	Current FY20 Budget Amount	Amount Billed to Projects	Billed Vs Budgeted	Amount of Unanticipated Carry-Over from FY19	Estimated Manhours for Remainder of FY20	Proposed Amendment Amount
FY20 Work Authorization No. 20-01						
Capital Projects & Construction Services						
Capital Upgrades - Headworks Bypass*	$0.00	$9,722.50	($9,722.50)	$9,722.50	5	$700.00
CCC Rehab & Coatings*	$0.00	$5,017.50	($5,017.50)	$5,017.50	10	$1,400.00
Steel Maintenance Building*	$0.00	$15,011.25	($15,011.25)	$15,011.25	50	$7,000.00
Reynolds Delay Claim*	$0.00	$1,855.00	($1,855.00)	$1,855.00	0	$0.00
Fire Suppression at WWTP	$14,400.00	$16,191.25	($1,791.25)		100	$14,000.00
Fire Suppression at Vacuum Stations	$18,400.00	$8,658.75	$9,741.25		100	$14,000.00
Fire Suppression at Admin Bldg	$5,000.00	$3,477.50	$1,522.50		50	$7,000.00
Solar Phase 1- CCC & Ops Building*	$0.00	$290.00	($290.00)	$290.00	0	$0.00
Solar Phase 2- WWTP	$15,535.00	$30,011.25	($14,476.25)		105	$14,700.00
Solar Phase 2- Admin	$6,357.00	$475.00	$5,882.00		30	$4,200.00
Solar Phase 3 - Vacuum Stations	$8,108.00	$9,360.00	($1,252.00)		60	$8,400.00
Shallow Gravity Well	$6,000.00	$10,182.50	($4,182.50)		0	$0.00
Vacuum Trailer Design & Procurement	$7,500.00	$12,665.00	($5,165.00)		40	$5,600.00
Summary Total	**$81,300.00**	**$122,917.50**	**($41,617.50)**	**$31,896.25**		
					Total Amended WA Amount =	$199,917.50
* Is an unbudgeted item in FY20					**Additional Amount Requested to WA No. 20-01=**	**$77,000.00**

	Current WA Amount as Approved in Current Budget	Amount Remaining in Original WA	Average Monthly Costs	Amount needed to Finish Fiscal Year	Proposed Amnedment Amount	Proposed Amended WA amount
FY 2019-20 Work Authorization No. 20-02 WWTP Operations*	$71,402.00	$13,804.50	$7,199.69	$28,800.00	$14,995.50	$86,397.50
FY 2019-20 Work Authorization No. 20-03 Field Operations	$52,865.00	$13,222.26	$4,955.34	$19,821.37	$6,599.11	$59,464.11
FY 2019-20 Work Authorization No. 20-04 Adminstration	$20,000.00	$19,895.00	$13.13	$52.50	-$19,842.50	$157.50

Total Additional Amount Requested to WA No. 20-02-03 $1,752.11

The proposed total amendments amount is $78,752.11, of which $31,896.25 is engineering work that was an unanticipated carryover from FY19. Without that carryover, the proposed amendments amount would have been only $46,855.86 Please note that WEC proposes to move $19,842.50 out of WA 20-04 and move it into 20-02 and 20-03. This will help offset the increases in these two WAs.

In addition to the unanticipated carryover from capital projects from FY19, WEC has been assigned some unanticipated work assignments. This is common since it is difficult at budget time to foresee every expense and every scope of work that may come up in the upcoming FY. For example, we have had extra manhours in Capital Projects due to the Solar Phase 2 bidding complaint by Carrick-Williams. As of May 28, we had incurred $6,880.00 in expenses related to the Carrick-Williams complaint, and there may be more engineering expenses associated with the complaint going forward. Another example is the grease interceptor issue related to the Mangrove Marina connection plans. WEC has spent a good deal of time on this issue so far, and more is likely to be needed.

The two examples above are indicative of the unpredictability of the task assignment that the District may ask WEC for assistance on. There are others that are non-routine and unanticipated scopes of work. For these reasons, it is not unexpected that some budget overruns may occur in any FY.

WEC is submitting proposed amendments to the four FY20 Work Authorizations to the District for review.

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

Meeting Date:
June 16, 2020

Agenda Item Number: I-1

Agenda Item Type:
Customer Service

Agenda Item Scope:
Review / Discussion

Recommended Action:
Action: Approval

Department:
Customer Service

Sponsor:
Nicholas Mulick

Subject:
EDU and Billing Adjustments - 613 Cuda Lane - AK#1593346

Summary of Discussion:

Staff recommends the EDU assignment be reduced from 2.0 to 1.0 EDU.

Monroe County Property Appraiser's office adjusted the structures classification from two units to one single family residence to be consistent with permitting.

Reviewed / Approved

Operations: _____
Customer Service: _____
Finance: _____
District Counsel: _____
District Clerk: _____
Engineering: _____

Financial Impact

$ 0.00 Refunded
$ 2,950.00 Uncollected

Funding Source:
Assessment Revenue

Budgeted:
No

Attachments

1. Memo
2. Resolution
3. KLWTD Recommended Decision of EDU Review
4. Request for Review
5. Map

Approved By: _____ **Date:** 6-11-2020
General Manager

Key Largo Wastewater Treatment District
103355 Overseas Highway, Key Largo, FL 33037
Post Office Box 491, Key Largo, FL 33037
Phone (305) 451-4019 • www.klwtd.com

Memo

To: KLWTD Commissioners

From: Diane Bockelman, Customer Service Manager

Date: May 15, 2020

Re: EDU & Billing Adjustment – 613 Cuda Ln – AK#1593346

Parcel owner requested that the EDU assignment & billing for 613 Cuda Lane be reduced from 2.0 to 1.0 EDU to reflect an adjustment made by the Monroe County Property Appraiser (MCPA).

An MCPA initiated review discovered that the structure was initially permitted as a single-family residence ("SFR") and no modification have been made to change the structure or use. Therefore, the structure was reclassified as an SFR, consistent with the permitting. A District Inspector also conducted a site investigation and confirmed that the structure appears to be used as a SFR.

Upon approval of the EDU adjustment, the assessment balance will be reduced by 1.0 EDU charge a total of $2,950. The current assessment balance will be reduced from $3,667.50 to $717.50. No refund will be given.

Upon approval the monthly wastewater base charge will also be reduced to $28.56 for 1.0 EDU.

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RECOMMENDED DECISION of RESIDENTIAL DWELLING UNIT ASSIGNMENT REVIEW

May 15, 2020

AK: 1593346 / FKAA Acct: 021360-513321
JAMES PAWLIK & HOLLY SMITH
613 CUDA LANE
KEY LARGO, FL 33037

For property located at: 613 Cuda Lane, Key Largo, FL

Dear Customer,

This letter is your official notification for the findings of the Key Largo Wastewater Treatment District ("KLWTD") review and recommended decision that will be presented to the KLWTD Board of Commissioners regarding the request for adjustment of the dwelling unit assignment associated to monthly billing and System Development Charge ("SDC") for the above referenced property.

A review of the number of dwelling units on the parcel listed above was conducted per the KLWTD Rules and Regulations and resulted in the following recommended adjustments:

	Prior to Review	Adjusted
Dwelling Unit Assignment	2.0	**1.0**
Monthly Wastewater Base Charge *(On FKAA Bill: Dwelling Unit(s) X $28.56)*	$ 57.12	**$ 28.56**

Upon approval of the recommendation, monthly wastewater base charges billed beginning March 15, 2020 (60 days before date that request for review was received) will be credited based on the adjusted dwelling unit assignment. The SDC will be reduced and your 2020 annual tax bill will reflect the adjusted balance.

This recommendation will be presented to the KLWTD Board of Commissioners for review and approval tentatively at the first Board of Commissioners regular meeting after 30 days from the date of this letter. Please contact the Clerk for confirmation of meeting date at Diane.Bockelman@klwtd.com or 305-451-4019 ext. 210.

If you agree with the findings of this review, no further action is required. However, if you would like to challenge these findings, it is your right to submit any information that you have to the Board for review. To do so, you must notify the Clerk within 15 calendar days of the date of this letter.

Please contact (305) 451-4019 ext. 209 or Ines.Perez@klwtd.com should you have any questions.

Sincerely,

Peter Rosasco
General Manager

connecting is an improvement in environmental balance

Key Largo Wastewater Treatment District

Diane Bockelman <diane.bockelman@klwtd.com>

613 cuda lane

HollyMae Thu, May 14, 2020 at 2:34 PM
To: dianeb@klwtd.com
Cc: Holly smith

Hello Diane

I noticed we are listed as NonResidential on our water bill.

Please change our WW account to SINGLE FAMILY RESIDENTIAL for Assessment and Billing purposes. Make sure it is changed on our taxes and we are refunded overpayment.
We would appreciate your help in this matter very much.

Thank you and Stay Safe

Holly Smith
613 Cuda Lane
Key Largo, FL 33037

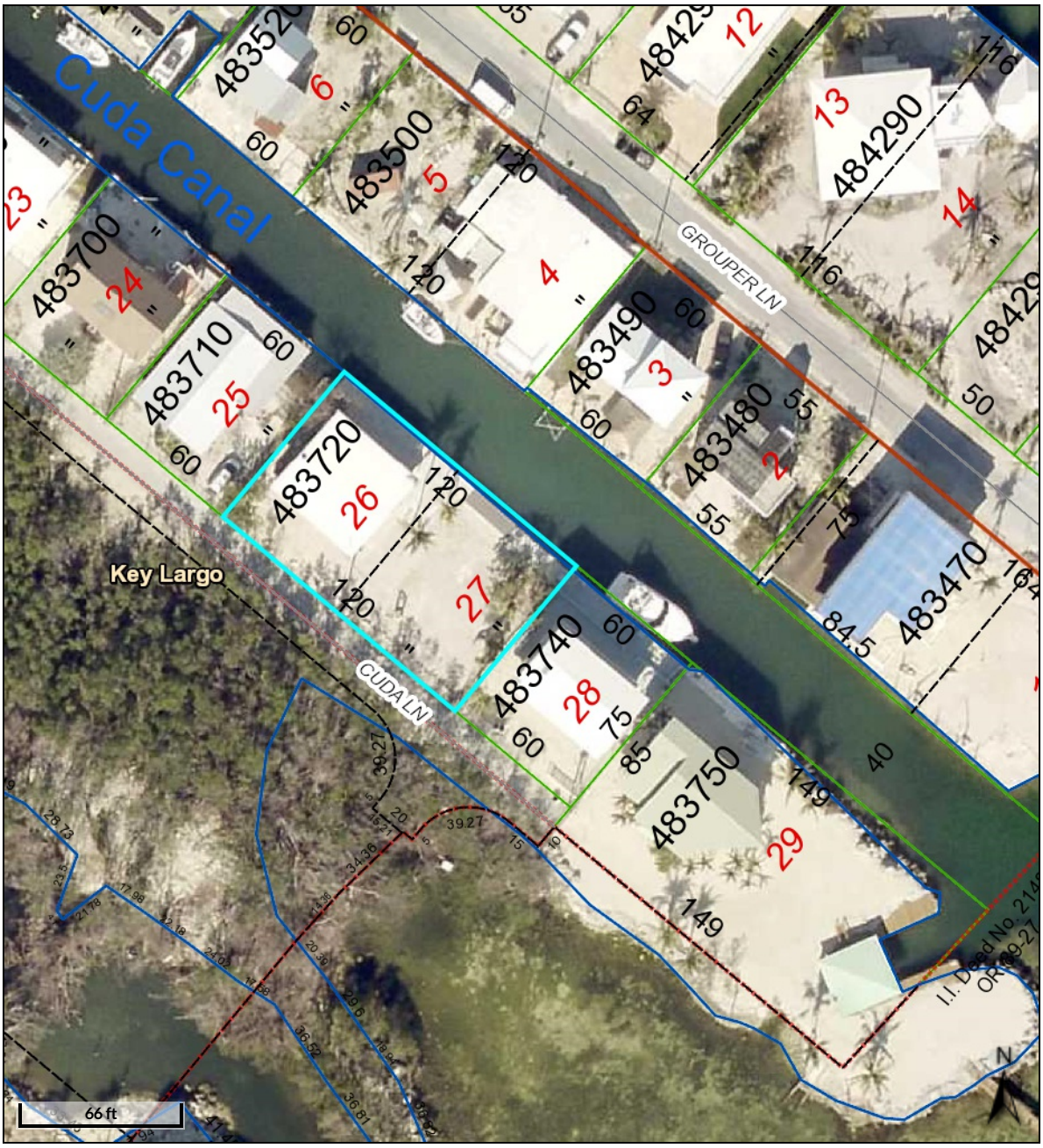
Alt key # 1593346

Toodles,
HollyMae

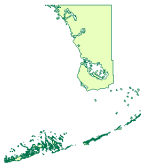
qPublic.net™ Monroe County, FL

AK# 1593346 - 613 CUDA LN

ASSESSMENT & BILLING REVIEW



Overview



Date created: 5/15/2020
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Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: June 16, 2020

Agenda Item Number: M-1

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Recommended Action: Discussion

Department: Legal

Sponsor: Nicholas Mulick

Subject:

Attorney-Client Closed Session to Discuss Big Chill Litigation Case No. 19-CA-175-P Time Certain at 5:00 PM

Summary of Discussion:

Attorney-client closed session regarding the matter of Fisherman's Restaurant and Conference Center, LLC, Senor Frijoles, LLC, and Big Chill, LLC, vs. Key Largo Wastewater Treatment District, Case Number 19-CA-175-P.

Attending are Chairman David Asdourian; Commissioners Nicolas Rodriguez, Robert Majeska, Andrew Tobin, and Susan Heim; General Manager, Peter Rosasco; General Counsel, Nicholas Mulick; and a court reporter.

Reviewed / Approved		Financial Impact	Attachments
Operations:	_____	$ 0.00	
Administration:	_____		
Finance:	_____	Funding Source:	
District Counsel:	_____		
District Clerk:	_____	Budgeted:	
Engineering:	_____	N/A	

Approved By: _____ **Date:** 6-11-2020

General Manager