December 17th
2003
### Key Largo Wastewater Treatment District

**Guest Sign In Sheet**  
**Wednesday, December 17, 2003**

**Please Print**

<table>
<thead>
<tr>
<th>Name &amp; Company</th>
<th>Email</th>
<th>Phone</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Nos Espat</td>
<td><a href="mailto:boszar@aol.com">boszar@aol.com</a></td>
<td>813-677-0041</td>
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<tr>
<td>2. Robert E. Burt</td>
<td>KLT V</td>
<td>451-4894</td>
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<tr>
<td>3. Steve Gibbs</td>
<td>Free Press</td>
<td>664-2266</td>
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<tr>
<td>4. Vicky Faye</td>
<td>KLT V</td>
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<tr>
<td>5. Chuck Fishman</td>
<td>Gus</td>
<td>942-1376</td>
</tr>
<tr>
<td>6. Burke Cannon</td>
<td>1K77J1</td>
<td>852-6189</td>
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</tbody>
</table>

...
A. Call to Order
B. Pledge of Allegiance
C. Additions, Deletions or Corrections to the Agenda
D. Public Comment
E. Action Items
   1. Approval of Pending Payments List
   2. Approval of the Final TIB Loan Documents
   3. Approval of KLWTD Board Meeting Schedule for 2004
      a. Setting the procedure manual workshop date
      b. Approval for advertisement of regular meetings and workshop
      c. Changing Regular Meeting Time from 4:00 p.m. to 5:00 p.m.
F. General Manager's Report
   1. Review of the County Grant Reimbursement Financial Records and Presentation of the List of KLWTD Financial Files
   2. Status Report on the KLWTD Transition Plan
   3. Interim Financial Statements as of November 30, 2003
G. Legal Counsel's Report
   1. Report on Sunshine Law and Informal Responses
   2. Report on the Draft Interlocal Agreement Between KLWTD and Monroe County Concerning the Distribution of MSTU Funds
   3. Report on the Monroe County Land Transfer
   4. Report on Randazza Warranty
   5. Report on The Haskell Company's Performance Bond
H. Engineer's Report for the Period Ending December 9, 2003
I. Commissioner's Items
   1. Discussion – reevaluate the GSG Scope of Services to amend GSG contract to bring about greater Board control over monthly GSG billings to equate to the services that are rendered for that month and to redefine the scope of the manager's position/responsibilities to more efficiently, effectively and properly carry out the policies and directions of the Board – Commissioner Brooks
2. Discussion on Commissioner's requesting issues to be placed on the agenda and commissioners presenting information/handouts during the meetings – Commissioner Brooks

3. Discussion on Bonding future projects with the $2700 Impact Recovery Fee as proposed by Monroe County and the DCA – Commissioner Brooks

4. Discussion on Public Records and Commissioner's request for District documents – Commissioner Brooks

J. Meeting Adjournment
Item E - 1

Approval of the Pending Payments List
TO: Key Largo Wastewater Treatment District Board Members

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

FROM: David R. Miles, Chief Financial Officer

DATE: December 10, 2003

RE: Pending Payments Key Largo Wastewater Treatment District

Dear Commissioners:

This agenda item is designed to provide an update on the financial status of the Key Largo Wastewater Treatment District. As of December 10, 2003 the District had $79,818.88 in its bank account. This is prior to deducting the November payroll due today, but after paying two Bell South bills and the District Attorney invoice for October ($721.00). We have $41,619.07 in invoices and payroll amounts in-hand (in addition to the $721.00 already paid in December) for payment by January 1, 2004. Exhibit A is the list of currently outstanding invoices pending payment. Although the bank account is adequate to cover this payment, we will be using the proceeds of the $100,000 SFWMD grant, received in November 2003, to cover these administrative expenses.

The SFWMD grant was provided to pay engineering and construction expenses related to the Key Largo Trailer Village Construction Project. Weiler Engineering is currently reviewing two invoices for this construction project that exceed the amount of the SFWMD grant proceeds. These invoices from the Haskell Company are not on the attached payment list, since engineering approval has not yet been received as of the date of this memo. Once payment of the Haskell Company invoices are approved by the Board, the District will need to begin drawing on the TIB Bank of the Keys line of credit, addressed in another agenda item.

Staff will begin to draw FEMA funds from the FKAA now that procedures have been approved by both the FKAA and KLWTD. This will ease cash flow concerns for the Key Largo Trailer Village Project. Staff will coordinate with Florida Department of Environmental Protection to begin drawing on FDEP grant proceeds to cover expenses of the Key Largo Trailer Park project.

Board of Commissioners: Chairman Gary Bauman, Andrew Tobin, Cris Beaty, Charles Brooks, Jerry Wilkinson
<table>
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<tr>
<th>Date of Invoice</th>
<th>Vendor</th>
<th>Invoice #</th>
<th>Description</th>
<th>Invoice Amount</th>
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<td><strong>Total</strong></td>
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Approved for Payment:

Gary Bauman, KLWTD Chair

Cris Beaty, KLWTD Secretary

Date
KLWTD Board Meeting
December 17, 2003

Item E - 2

Approval of the Final TIB Loan Documents
TO: Key Largo Wastewater Treatment District Commissioners

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

FROM: David R. Miles, Chief Financial Officer

DATE: December 10, 2003

RE: TIB Bank of the Keys Line of Credit to KLWTD

Dear Commissioners:

At the December 3, 2003 Board meeting, the Commissioners approved seeking a line of credit from the TIB Bank of the Keys for $150,000.00. This line of credit is only to be used to cover cash flow shortages related to the administrative operations of the Key Largo Wastewater District, and is not to be used to pay contractors and engineers involved in completing the capital projects under construction for the District. These contractors and engineers will be paid from grant reimbursements.

As a result of the decision on December 3, 2003, the TIB Bank of the Keys was requested to revise the loan documents to reflect the changes directed by the Board. That has been accomplished and the revised line of credit documents consisting of a Commitment Letter, a Governmental Certificate, a Business Loan Agreement, a Promissory Note, a Disbursement Request and Authorization, and a Notice of Final Agreement are attached to this agenda item.

The TIB Bank of the Keys has made all of the changes requested by the KLWTD staff and Board. The fee for this line of credit is $375.00. The interest rate is variable, currently 4.5%. It can be changed monthly based on the Wall Street Journal Prime plus 0.50%. There is a cap of 6.0%. The Bank has asked that a sixty (60) day rest period be incorporated, wherein the amount borrowed will be zero for at least 60 days each year.

The documents all appear to be in order, and consistent with the approval of the Board on December 3, 2003. Staff requests that the Board authorize the Chairman and the Secretary to sign the line of credit documents consistent with those attached.

Board of Commissioners: Chairman Gary Bauman, Andrew Tobin, Cris Beaty, Charles Brooks, Jerry Willeminson
December 3, 2003

David Miles, CFO
Key Largo Wastewater Treatment District
1500 Mahan Drive, Suite 250
Tallahassee, Florida 32308

Dear Mr. Miles:

We are pleased to inform you that TIB Bank of the Keys has approved your request of an Open End Line of Credit, subject to the following provisions:

**Borrower:** Key Largo Wastewater Treatment District

**Amount:** $150,000.00 (One Hundred Fifty Thousand and 00/100)

**Collateral:** Unsecured

**Rate:** Wall Street Journal Prime plus 0.50% (currently 4.50%). This rate is subject to certification of the tax exempt status of the borrower.

**Interest Rate Cap:** 6.0%

**Rate Adjustment:** Monthly

**Loan Fee:** 0.25% ($375.00)

**Term:** Open End Line of Credit for a term of 18 months, with interest only payments billed monthly, based on the outstanding principal balance and interest rate in effect.

**Advances:** The sums contemplated to be advanced may be prepaid in whole or in part at any time without prepayment premium, penalty, or fee whatsoever.

**Loan Purpose:** This loan shall be used to bridge funding for normal operational expenses pending receipt of MSTU tax revenues, and for no other purpose.
**Authorized Agents for Loan Draws:** Robert Sheets, Manager or David Miles, Chief Financial Officer, are authorized to request draws from the Line of Credit.

**Additional Loan Covenants:**

**Conditions:**

(1.) Each request for a line advance to be in a written format.

(2.) The Line of Credit shall be paid down to a zero balance by March 30th of each calendar year and remain at a zero balance for at least 60 consecutive days.

**Closing Costs and Fees:** All closing costs associated with perfecting our note, including any attorney fees, shall be paid by the borrower.

**Depository Accounts:** Borrowers’ depository accounts, as may be satisfactory to the Bank, will be maintained at the Bank.

**Financial Statements:** Borrower agrees to provide the following financial information as requested:

- Quarterly financial statements shall be submitted to the bank for review within 30 days of the respective quarter end.

- Year end audited financial statements of the Borrower shall be submitted to the Bank within 120 days of the Fiscal year end of the borrower.

**Commitment Term:** This Loan Commitment shall remain for a period of 30 (Thirty) days only.

**Commitment Letter Survives Closing:** The terms and provisions in this Commitment Letter shall survive the closing of the loan transaction and shall remain in full force and effect until the loan is repaid in full.

The Bank reserves the right to withdraw this commitment if there is any material misrepresentation by the Borrower or should subsequent information reveal facts or information contrary to the Bank’s knowledge of collateral, purpose, intent or title.

This Commitment Letter may not be assigned or transferred by the Borrower.
Please sign the enclosed copy of this Commitment Letter to acknowledge your acceptance of its terms and conditions, and return it to me within 30 days.

It has been a pleasure to be of service to you in this matter. If you have any questions or comments, please call me at (305) 664-4483.

Sincerely,

Kym Collins
Vice President and Business Banking Officer

We, the undersigned, do hereby accept the terms and conditions of this Commitment Letter

Key Largo Wastewater Treatment District
Gary Bauman, Chairman

Date

Key Largo Wastewater Treatment District
Cris Beaty, Secretary

Date
GOVERNMENTAL CERTIFICATE

Principal $150,000.00 Loan Date 12/17/2003 Maturity 07/01/2005 Loan No. 1012581963 Call / Coll. RC-C46100 Account Officer KC Initials

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

Entity: Key Largo Wastewater Treatment District 614 North Wymore Road Winter Park, FL 32789

Lender: TIB Bank of the Keys PO Box 2808 Key Largo, FL 33037

WE, THE UNDERSIGNED, DO HEREBY CERTIFY THAT:

THE ENTITY'S EXISTENCE. The complete and correct name of the governmental entity is Key Largo Wastewater Treatment District ("Entity"). The Entity is a governmental entity which is, and at all times shall be, duly organized, existing, and in good standing under and by virtue of the laws and regulations of the State of Florida. The Entity has the full power and authority to own its properties and to transact the business and activities in which it is presently engaged or presently proposes to engage. The Entity maintains an office at 614 North Wymore Road, Winter Park, FL 32789. The Entity shall do all things necessary to preserve and to keep in full force and effect its existence, rights and privileges, and shall comply with all regulations, rules, ordinances, statutes, orders and decrees of the Entity and any other governmental or quasi-governmental authority or court applicable to the Entity and the Entity's business activities.

CERTIFICATES ADOPTED. At a meeting of the appropriate governing body of the Entity, duly called and held on , at which a quorum was present and voting, or by other duly authorized action in lieu of a meeting, the resolutions set forth in this Certificate were adopted.

OFFICIALS. The following named persons is an Officials of Key Largo Wastewater Treatment District:

<table>
<thead>
<tr>
<th>NAMES</th>
<th>TITLES</th>
<th>AUTHORIZED</th>
<th>ACTUAL SIGNATURES</th>
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<tbody>
<tr>
<td>Gary Bauman</td>
<td>Chairman</td>
<td>Y</td>
<td></td>
</tr>
<tr>
<td>Cris Beaty</td>
<td>Secretary</td>
<td>Y</td>
<td></td>
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ACTIONS AUTHORIZED. Any two (2) of the authorized persons listed above may enter into any agreements of any nature with Lender, and those agreements will bind the Entity. Specifically, but without limitation, any two (2) of such authorized persons is authorized, empowered, and directed to do the following for and on behalf of the Entity:

Borrow Money. To borrow, as a cosigner or otherwise, from time to time from Lender, on such terms as may be agreed upon between the Entity and Lender, such sum or sums of money or in their judgment should be borrowed, without limitation.

Execute Notes. To execute and deliver to Lender the promissory note or notes, or other evidence of the Entity's credit accommodations, on Lender's forms, at such rates of interest and on such terms as may be agreed upon, evidencing the sums of money so borrowed or any of the Entity's indebtedness to Lender, and also to execute and deliver to Lender one or more renewals, extensions, modifications, refinancings, consolidations, or substitutions for one or more of the notes, any portion of the notes, or any evidence of credit accommodations.

Execute Security Documents. To execute and deliver to Lender the forms of mortgage, deed of trust, pledge agreement, hypothecation agreement, and other security agreements and financing statements which Lender may require and which shall evidence the terms and conditions under and pursuant to which such liens and encumbrances, or any of them, are given; and also to execute and deliver to Lender any other written instruments, any chattel paper, or any other collateral, of any kind or nature, which Lender may deem necessary or proper in connection with or pertaining to the giving of the liens and encumbrances. Notwithstanding the foregoing, any one of the above authorized persons may execute, deliver, or record financing statements.

Negotiate Items. To draw, endorse, and discount with Lender all drafts, trade acceptances, promissory notes, or other evidences of indebtedness payable to or belonging to the Entity or in which the Entity may have an interest, and either to receive cash for the same or to cause such proceeds to be credited to the Entity's account with Lender, or to cause such other disposition of the proceeds derived therefrom as they may deem advisable.

Further Acts. In the case of lines of credit, to designate additional or alternate individuals as being authorized to request advances under such lines, and in all cases, to do and perform such other acts and things, to pay any and all fees and costs, and to execute and deliver such other documents and agreements, including agreements waiving the right to a trial by jury, as the Officials may in their discretion deem reasonably necessary or proper in order to carry into effect the provisions of this Certificate. The following persons currently are authorized to request advances and authorize payments under the line of credit until Lender receives from the Entity, at Lender's address shown above, written notice of revocation of their authority: Robert Sheets, Manager; and David Miles, CFO.

ASSUMED BUSINESS NAMES. The Entity has filed or recorded all documents or filings required by law relating to all assumed business names used by the Entity. Excluding the name of the Entity, the following is a complete list of all assumed business names under which the Entity does business: None.

NOTICES TO LENDER. The Entity will promptly notify Lender in writing at Lender's address shown above (or such other addresses as Lender may designate from time to time) prior to any (A) change in the Entity's name; (B) change in the Entity's assumed business name(s); (C) change in the structure of the Entity; (D) change in the authorized signer(s); (E) change in the Entity's principal office address; (F) change in the Entity's principal residence; or (G) change in any other aspect of the Entity that directly or indirectly relates to any agreements between the Entity and Lender.

CERTIFICATION CONCERNING OFFICIALS AND CERTIFICATES. The Officials named above is duly elected, appointed, or employed by or for the Entity, as the case may be, and occupy the position set opposite their respective names. This Certificate now stands on the books of the Entity, is in full force and effect, and has not been modified or revoked in any manner whatsoever.

CONTINUING VALIDITY. Any and all acts authorized pursuant to this Certificate and performed prior to the passage of this Certificate are hereby ratified and approved. This Certificate shall be continuing, shall remain in full force and effect and Lender may rely on it until written notice of its revocation shall have been delivered to and received by Lender at Lender's address shown above (or such addresses as Lender may designate from time to time). Any such notice shall not affect any of the Entity's agreements or commitments in effect at the time notice is given.

IN TESTIMONY WHEREOF, we have hereunto set our hand and attest that the signatures set opposite the names listed above are their genuine signatures.
We each have read all the provisions of this Certificate, and we each personally and on behalf of the Entity certify that all statements and representations made in this Certificate are true and correct. This Governmental Certificate is dated ________________.

CERTIFIED TO AND ATTESTED BY:

By: __________________________
Authorized Signer for Key Largo Wastewater Treatment District

By: __________________________
Authorized Signer for Key Largo Wastewater Treatment District

NOTE: If the Officials signing this Certificate is designated by the foregoing document as one of the officials authorized to act on the Entity’s behalf, it is advisable to have this Certificate signed by at least one non-authorized official of the Entity.
Borrower: Key Largo Wastewater Treatment District
614 North Wymore Road
Winter Park, FL 32789

Lender: TIB Bank of the Keys
PO Box 2008
Key Largo, FL 33037

**BUSINESS LOAN AGREEMENT**

**Principal**: $186,000.00
**Loan Date**: 12/17/2003
**Maturity**: 07/01/2006
**Loan No.**: 1013258603
**Cell / Cell**: 813-254-7000
**Account Officer**: KC

References in the shaded area for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "****" has been omitted due to text length limitations.

**THIS BUSINESS LOAN AGREEMENT** dated December 17, 2003, is made and executed between Key Largo Wastewater Treatment District ( "Borrower") and TIB Bank of the Keys ("Lender") on the following terms and conditions. Borrower has received prior commercial loans from Lender or has applied to Lender for a commercial loan or loans or other financial accommodations, including those which may be described in any exhibit or schedule attached to this Agreement ("Loan"). Borrower understands and agrees that: (A) in granting, renewing, or extending any Loan, relying upon Borrower's representations, warranties, and agreements as set forth in this Agreement; (B) the granting, renewing, or extending of any Loan by Lender at all times shall be subject to Lender's sole judgment and discretion; and (C) all such Loans shall be and remain subject to the terms and conditions of this Agreement.

**TERM.** This Agreement shall be effective as of December 17, 2003, and shall continue in full force and effect until such time as all of Borrower's Loans in favor of Lender have been paid in full, including principal, interest, costs, expenses, attorneys' fees, and other fees and charges, or until July 1, 2005.

**CONDITIONS PRECEDENT TO EACH ADVANCE.** Lender's obligation to make the initial Advance and each subsequent Advance under this Agreement shall be subject to the fulfillment of Lender's satisfaction of all of the conditions set forth in this Agreement and in the Related Documents.

**Loan Documents.** Borrower shall provide to Lender the following documents for the Loan: (1) the Note; (2) together with all such Real Estate Documents as Lender may require for the Loan; all in form and substance satisfactory to Lender and Lender's counsel.

**Borrower's Authorization.** Borrower shall have provided in form and substance satisfactory to Lender properly certified resolutions, duly authorizing the execution and delivery of this Agreement, the Note and the Related Documents. In addition, Borrower shall have provided such other resolutions, authorizations, documents and instruments as Lender or its counsel, may require.

**Payment of Fees and Expenses.** Borrower shall have paid to Lender all fees, charges, and other expenses which are due and payable as of the Effective Date or any Related Document.

**Representations and Warranties.** The representations and warranties set forth in this Agreement, in the Related Documents, and in any document or certificate delivered to Lender under this Agreement are true and correct.

**No Event of Default.** There shall not exist at the time of any Advance a condition which would constitute an Event of Default under this Agreement or under any Related Document.

**REPRESENTATIONS AND WARRANTIES.** Borrower represents and warrants to Lender, as of the date of this Agreement, as of the date of each Advance, and as of the effective date of each advance, and at all times hereafter, except as herein specified, that:

- **Organizations.** Borrower is a governmental entity which is, and at all times shall be, duly organized, validly existing, and in good standing under and by virtue of the laws of the State of Florida.
- **Borrower is duly authorized to transact business in all other states in which Borrower is doing business, having obtained all necessary filings, governmental licenses and approvals for each state in which Borrower is doing business.** Specifically, Borrower is, and at all times shall be, duly qualified as a foreign entity or similar entity, as the case may be, to do business in all states in which Borrower is doing business to the extent that the failure to do so would have a material adverse effect on its business or financial condition. Borrower has the full power and authority to own its properties and to transact the business in which it is presently engaged or presently proposes to engage.
- **Borrower maintains an office at 814 North Wymore Road, Winter Park, FL 32789.** Unless Borrower has delivered to Lender written notice of the change of its address, Lender's delivery to Borrower of any notice, demand, proposal, or request addressed to Borrower shall be effective if and when either (A) Lender delivers such notice, demand, proposal, or request to Borrower, or (B) Borrower keeps its books and records including its records concerning the Collateral. Borrower will notify Lender prior to any change in the location of Borrower's state of organization or any change in Borrower's name. Borrower shall do all things necessary to preserve and keep in full force and effect all existence, status and privileges, and shall comply with all regulations, ordinances, statutes, orders, and decrees of any governmental or quasi-governmental authority or court applicable to Borrower and Borrower's business activities.

**Adequate Name Borrower.** Borrower has filed or recorded all documents or filings required by law relating to all assumed business names used by Borrower. Excluding the name of Borrower, the following is a complete list of all assumed business names under which Borrower does business: None.

**Authorization.** Borrower's execution, delivery, and performance of this Agreement and all the Related Documents have been duly authorized by all necessary action by Borrower and do not conflict with, result in a violation of, or constitute a default under (1) any provision of any agreement or other instrument binding upon Borrower or (2) any law, governmental regulation, court decree, or order applicable to Borrower or to Borrower's properties.

**Financial Information.** Each of Borrower's financial statements supplied to Lender truly and completely disclosed Borrower's financial condition as of the date of the statement, and there has been no material adverse change in Borrower's financial condition subsequent to the date of the most recent financial statement supplied to Lender. Borrower has no material contingent obligations except as disclosed in such financial statements.

**Legal Effect.** This Agreement constitutes, and any instrument or agreement Borrower is required to give under this Agreement when delivered will constitute legal, valid, and binding obligations of Borrower enforceable against Borrower in accordance with their respective terms.

**Properties.** Except as contemplated by this Agreement or as previously disclosed in Borrower's financial statements or in writing to Lender and as accepted by Lender, and except for property tax fees for taxes not presently due and payable, Borrower owns and has good title to all of Borrower's properties free and clear of all Security Interests, and has not executed any security documents or financing statements relating to such properties. All of Borrower's properties are titled in Borrower's legal name, and Borrower has not used or filed a financing statement under any other name for at least the last five (5) years.

**Hazardous Substances.** Except as disclosed to and acknowledged by Lender in writing, Borrower represents and warrants that: (1) During the period of Borrower's ownership of Borrower's Collateral, there has been no use, generation, manufacture, storage, treatment, disposal, or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral; (2) Borrower has no knowledge of, or reason to believe that there has been (a) any breach or violation of any Environmental Laws; (b) any use, generation, manufacture, storage, treatment, disposal, or threatened release by any Hazardous Substance by any person on, under, about or from any of the Collateral by any prior owners or occupants of any of the Collateral; or (c) any actual or threatened litigation or claims of any kind by any person relating to such matters. (3) Neither Borrower nor any tenant, contractor, agent or other authorized user of any of the Collateral shall use, generate, manufacture, storage, treatment, disposal, or threatened release of any Hazardous Substance by any person on, under, about or from any of the Collateral; and any such activity shall be conducted in compliance with all applicable federal, state, and local laws, regulations, and ordinances, including without limitation all Environmental Laws. Borrower authorizes Lender and its agents to enter upon the Collateral to make such inspections and tests as Lender may deem appropriate to determine compliance of the Collateral with the terms of this Agreement. Any inspections or tests made by Lender shall be at Borrower's expense and for Lender's purposes only and shall not be construed to create any responsibility or liability on the part of Borrower to Lender or to any other person. The representations and warranties contained herein are based solely on Borrower's due diligence investigation of the Collateral and the Collateral's condition in the past.

**Substances.** Borrower hereby (1) releases and waives any future claims against Lender for indemnity or contribution in the event Borrower becomes liable for cleanup or other costs under any such laws, and (2) agrees to indemnify and hold harmless Lender against any and all claims, losses, liabilities, damages, penalties, and expenses which may be incurred or be suffered by Lender in any way resulting from a breach of this section of the Agreement or as a consequence of any use, generation, manufacture, storage, disposal, release or threatened release of a hazardous waste or substance on the Collateral. The provisions of this section of the Agreement, including the obligations to indemnify, shall survive the payment of the indebtedness and the termination, expiration or satisfaction of this Agreement and shall not be affected by Lender's acquisition of any interest in any of the Collateral, whether by foreclosure or otherwise.

**Litigation and Claims.** No litigation, claim, investigation, administrative proceeding or similar action (including those for unpaid taxes) against Borrower is pending or threatened, and no other event has occurred which may materially adversely affect Borrower's financial condition or properties, other than litigation, claims, or other events, if any, that have been disclosed to and acknowledged by Lender in writing.

**Taxes.** To the best of Borrower's knowledge, all of Borrower's tax returns and reports that are or were required to be filed, have been filed, and all taxes, assessments and other governmental charges have been paid in full, except those presently being or to be contested by Borrower in good faith in the ordinary course of business and for which adequate reserves have been provided.
BUSINESS LOAN AGREEMENT (Continued)

Lien Priority. Unless otherwise previously disclosed to Lender in writing, Borrower has not entered into or granted any Security Agreements, or permitted the filing or attachment of any Security Interests on or affecting any of the Collateral directly or indirectly securing repayment of Borrower’s Loan and Note, that would be prior or that may in any way be superior to Lender’s Security Interests and rights in and to such Collateral.

Borrowing Effect. This Agreement, the Note, all Security Agreements (if any), and all Related Documents are binding upon the signers thereof, as well as upon their successors, representatives and assigns, and are legally enforceable in accordance with their respective terms.

AFFIRMATIVE COVENANTS. Borrower covenants and agrees with Lender that, so long as this Agreement remains in effect, Borrower will:

Notices of Claims and Litigation. Promptly inform Lender in writing of (1) all material adverse changes in Borrower’s financial condition, and (2) all existing and all threatened litigation, claims, investigations, administrative proceedings or similar actions affecting Borrower or any Guarantee which could materially affect the financial condition of Borrower or the financial condition of any Guarantor.

Financial Records. Maintain its books and records in accordance with GAAP, applied on a consistent basis, and permit Lender to examine and audit Borrower’s books and records at all reasonable times.

Financial Statements. Furnish Lender with the following:

Annual Statements. As soon as available, but in no event later than one-hundred-twenty (120) days after the end of each fiscal year, Borrower’s balance sheet and income statement for the year ended, compiled by a certified public accountant satisfactory to Lender.

All financial reports required to be provided under this Agreement shall be prepared in accordance with GAAP, applied on a consistent basis, and certified by Borrower as being true and correct.

Additional Information. Furnish such additional information and statements, as Lender may request, from time to time.

Insurance. Maintain fire and other risk insurance, public liability insurance, and such other insurance as Lender may require with respect to Borrower’s properties and operations, in form, amounts, coverages and with insurance companies acceptable to Lender. Borrower, upon request of Lender, will deliver to Lender from time to time the policies or certificates of insurance in form satisfactory to Lender, including endorsements that coverages will not be cancelled or allowed to lapse without at least thirty (30) days prior written notice to Lender. Each insurance policy also shall include an endorsement providing that coverages in favor of Lender will not be impaired in any way by any act, omission or default of Borrower or any other person. In connection with all policies covering assets in which Lender holds or is offered a security interest for the Loan, Borrower will provide Lender with such lender’s less payable or other endorsements as Lender may require.

Insurance Reports. Furnish to Lender, upon request of Lender, reports on each existing insurance policy showing such information as Lender may reasonably request, including without limitation the following: (1) the name of the insurer; (2) the rates insured; (3) the amount of the policy; (4) the properties insured; (5) the then current property values on the basis of which insurance has been obtained, and manner of determining those values; and (6) the expiration date of the policy. In addition, upon request of Lender (however not more often than annually), Borrower will have an independent appraiser satisfactory to Lender determine, as applicable, the actual cash value or replacement cost of any Collateral. The cost of such appraisal shall be paid by Borrower.

Other Agreements. Comply with all terms and conditions of all other agreements, whether now or hereafter existing, between Borrower and any other party and notify Lender immediately in writing of any default in connection with any other such agreements.

Loan Proceeds. Use all Loan proceeds solely for Borrower’s business operations, unless specifically consented to the contrary by Lender in writing.

Taxes, Charges and Liens. Pay and discharge when due all of its indebtedness and obligations, including without limitation all assessments, taxes, governmental charges, levies and liens, of every kind and nature, imposed upon Borrower or its properties, income, or profits, prior to the date on which penalties would attach, and all lawful claims that, if unpaid, might become a lien or charge upon any of Borrower’s properties, income, or profits.

Performance. Perform and comply, in a timely manner, with all terms, conditions, and provisions set forth in this Agreement, in the Related Documents, and in all other instruments and agreements between Borrower and Lender. Borrower shall immediately in writing of any default in connection with any agreement.

Operations. Maintain executive and management personnel with substantially the same qualifications and experience as the present executive and management personnel; provide written notice to Lender of any change in executive and management personnel; conduct its business affairs in a reasonable and prudent manner.

Environmental Studies. Promptly conduct and complete, at Borrower’s expense, all such investigations, studies, samples and testing as may be requested by Lender or any governmental authority relative to any substance, or any waste or by-product of any substance defined as toxic or a hazardous substance under applicable federal, state, or local law, rule, regulation, or directive, at or affecting any property or any facility owned, leased or used by Borrower.

Compliance with Environmental Regulations. Comply with all laws, ordinances, and regulations, now or hereafter in effect, of all governmental authorities applicable to the conduct of Borrower’s properties, businesses and operations, and to the use or occupancy of the Collateral, including without limitation the Clean Air Act, Borrower may conduct tests and make inquiries of the Americas With Disabilities Act, Borrower may conduct tests and make inquiries of the Americans With Disabilities Act, Borrower may conduct tests and make inquiries of the Americans With Disabilities Act, and other laws, ordinances, rules or regulations or withhold compliance during any proceeding, including appropriate appeals, so long as Borrower has notified Lender in writing prior to doing so and as long as, in Lender’s sole opinion, Lender’s interests in the Collateral are not jeopardized. Lender may require Borrower to post adequate security or a surety bond, reasonably satisfactory to Lender, to guarantee Borrower’s compliance with any such laws, ordinances, rules or regulations or withdrawal.

Inspection. Permit employees or agents of Lender at any reasonable time to inspect any and all Collateral for the Loan or Loans and Borrower’s other properties and to examine or audit Borrower’s books, accounts, and records and to make copies and memoranda of Borrower’s books, accounts, and records. If Borrower now or at any time hereafter maintains any records including without limitation computer generated records and any computer software programs for the generation of such records, Borrower, upon request of Lender, shall notify such party to permit Lender free access to such records at all reasonable times and to provide Lender with copies of any records it may require, at all Borrower’s expense.

Compliance Certificates. Unless waived in writing by Lender, provide Lender at least annually, with a certificate executed by Borrower’s chief financial officer, or other officer or person authorized by Borrower, certifying that the representations and warranties set forth in this Agreement are true and correct as of the date of the certificate and further certifying that, as of the date of the certificates, no Event of Default exists under this Agreement.

Environmental Compliance and Reports. Borrower shall comply in all respects with any and all Environmental Laws; not cause or permit to exist, as a result of an intentional or unintentional action or omission on Borrower’s part or on the part of any third party, on property owned and/or occupied by Borrower, any environmental activity where damage may result to the environment, unless such environmental activity is pursuant to and in compliance with the conditions of a permit issued by the appropriate federal, state or local governmental authorities; shall furnish to Lender promptly in any event within one hundred twenty (120) days after receipt by Borrower of any notice, suit, lien, citation, directive, letter or other communication from any governmental agency or instrumentality concerning any intentional or unintentional action or omission on Borrower’s part in connection with any environmental activity whether or not there is damage to the environment and/or other natural resources.

Additional Assurances. Make, execute and deliver to Lender such promissory notes, mortgages, deeds of trust, security agreements, assignments, financing statements, instruments, documents and other agreements as Lender or its attorneys may reasonably request to evidence and secure the Loans and to perfect all Security Interests.

LENDER’S EXPENDITURES. If any action or proceeding is commenced that would materially affect Lender’s interest in the Collateral or if Borrower fails to comply with any of its obligations under this Agreement, including but not limited to Borrower’s failure to discharge or pay when due any amounts Borrower is required to discharge or pay under this Agreement or any Related Documents, Lender may, on Borrower’s behalf, and at Borrower’s cost and expense, take any action that Lender deems appropriate, including but not limited to discharging or paying any such amounts, liens, security interests and other claims or expenses, and expenses that Borrower has incurred and expended on any Collateral and paying all costs for insuring, maintaining and preserving any Collateral. All such expenditures incurred as a result of such actions shall be paid by Borrower for such purposes; shall bear interest at the rate charged under the Note from the date incurred or paid by Lender to the date of repayment by Borrower. All such expenses will become a part of the Indebtedness and, at Lender’s option, will (A) be payable on demand; (B) be added to the balance of the Note and be apportioned among and be payable with any installment payments to be paid during either (i) the term of any applicable insurance policy; or (2) the remaining term of the Note; or (C) be treated as a balloon payment which will be due and payable on the Note’s maturity.

NEGATIVE COVENANTS. Borrower covenants and agrees with Lender that while this Agreement is in effect, Borrower shall not, without the prior written consent of Lender:

Continuities of Operations. (1) Engage in any business activities substantially different than those in which Borrower is presently engaged,
(2) cease operations, liquidate, merge, transfer, acquire or consolidate with any other entity, change its name, dissolve or transfer or sell Collateral out of the ordinary course of business, or (3) make any distribution with respect to any capital account, whether by reduction of capital or otherwise.

Loans, Acquisitions and Guarantees. (1) Loan, invest in or advance money or assets to any other person, enterprise or entity, (2) purchase, create or acquire any interest in any other enterprise or entity, or (3) incur any obligation as surety or guarantor other than in the ordinary course of business.

Agreements. Borrower will not enter into any agreement containing any provisions which would be violated or breached by the performance of Borrower's obligations under this Agreement or in connection herewith.

CLOSING OF ADVANCES. If Lender has made any commitment to make any Loan to Borrower, whether under this Agreement or under any other agreement, Lender shall have no obligation to make Loan Advances to Borrower or to disburse Loan Proceeds, (A) Borrower fails to pay any amount when due under the terms of this Agreement or any of the Related Documents or any other agreement that Borrower or any Guarantor has with Lender; (B) Borrower or any Guarantor dies, becomes incompetent or becomes insolvent, files a petition in bankruptcy or similar proceedings, is adjudged a bankrupt; (C) there occurs a material adverse change in Borrower's financial condition; (D) Guarantor, or in the value of any Collateral securing any Loan; or (E) any Guarantor seeks, claims or otherwise attempts to limit, modify or revoke such Guarantor's guaranty of the Loan or any other loan with Lender; or (E) Lender in good faith deems itself insecure, even though no Event of Default shall have occurred.

DEFAULT. Each of the following shall constitute an Event of Default under this Agreement:

Payment Default. Borrower fails to make any payment when due under the Loan.

Other Defaults. Borrower fails to comply with or to perform any other term, obligation, covenant or condition contained in this Agreement or in any of the Related Documents or to comply with or to perform any term, obligation, covenant or condition contained in any other agreement between Lender and Borrower.

Default in Favor of Third Parties. Borrower or any Guarantor defaults under any loan, extension of credit, security agreement, purchase or sale agreement, or any other agreement, in favor of any other creditor or person that may materially affect any of Borrower's or any Guarantor's property or Borrower's or any Guarantor's ability to repay the Loans or perform their respective obligations under this Agreement or any of the Related Documents.

False Statements. Any warranty, representation or statement made or furnished to Lender by Borrower or on Borrower's behalf under this Agreement or the Related Documents is false or misleading in any material respect, either now or at the time made or furnished or becomes false or misleading at any time thereafter.

Death or Insolvency. The death of Borrower or the dissolution or termination of Borrower's existence as a going business, the insolvency of Borrower, the appointment of a receiver for any part of Borrower's property, any assignment for the benefit of creditors, any type of creditor workout, or the commencement of any proceeding under any bankruptcy or insolvency laws by or against Borrower.

Defective Collateralization. This Agreement or any of the Related Documents ceases to be in full force and effect (including failure of any collateral document to create a valid and perfected security interest therein) at any time and for any reason.

Creditor or Forfeiture Proceedings. Commencement of foreclosure or forfeiture proceedings, whether by judicial proceeding, self-help, repossession or any other method, by any creditor of Borrower or by any governmental agency against any collateral securing the Loan.

This includes a garnishment of any of Borrower's accounts, including deposit accounts, with Lender. However, this Event of Default shall not apply if there is a good faith dispute by Borrower as to the validity of, or reasonableness of the claim which is the basis of the self-help, repossession or any other method proceeding and if Borrower gives Lender written notice of the creditor or forfeiture proceeding and deposits with Lender monies or a surety bond for the creditor or forfeiture proceeding, in an amount determined by Lender, in its sole discretion, as being an adequate restraint or bond for the dispute.

Events Affecting Guarantor. Any of the preceding events occurs with respect to any Guarantor of any of the Indebtedness or any Guarantor dies or becomes incompetent, or revokes or disputes the validity of, or liability under, any Guaranty of the Indebtedness. In the event of a death, Lender, at its option, may, but shall not be required to, permit the Guarantor's estate to assume unconditionally the obligations arising under the guaranty and accept a replacement Guarantor in a manner satisfactory to Lender, and, in doing so, cure any default under this Agreement or any of the Related Documents.

Adverse Change. A material adverse change occurs in Borrower's financial condition, or Lender believes the prospect of payment or performance of the Loan is impaired.

Insolvency. Lender in good faith believes itself inscure.

Right to Cure. If any default, other than a default on Indebtedness, is curable and if Borrower or Guarantor, as the case may be, has been given notice of a similar default within the preceding twelve (12) months, it may be cured (and no Event of Default will have occurred) if Borrower or Guarantor, as the case may be, after receiving written notice from Lender demanding cure of such default: (1) cure the default within ten (10) days; or (2) if the cure requires more than ten (10) days, immediately initiate steps which Lender deems in Lender's sole discretion to be sufficient to cure the default and thereafter continue and complete all reasonable and necessary steps sufficient to produce compliance as soon as reasonably practical.

EFFECT OF AN EVENT OF DEFAULT. If any Event of Default shall occur, except where otherwise provided in this Agreement or the Related Documents, all commitments and obligations of Lender under this Agreement or the Related Documents or any other agreement immediately will terminate (including any obligation to make further Loan Advances or disbursements), and, at Lender's option, all Indebtedness immediately will become due and payable, all without notice. Except as may be prohibited by applicable law, all of Lender's rights, remedies and remedies shall be cumulative, and may be exercised concurrently. Election by Lender to pursue any remedy shall not exclude pursuit of any other remedy, and an election to disburse or to take action to perform an obligation of Borrower of any Guarantor shall not affect Lender's right to declare a default and to exercise its rights and remedies.

DEPOSIT REQUIREMENTS. Borrower shall maintain with Lender all Depositary Accounts, including but not limited to, business, personal and merchant bank demand accounts.

MISCELLANEOUS PROVISIONS. The following miscellaneous provisions are a part of this Agreement:

Amendments. This Agreement, together with any Related Documents, constitutes the entire understanding and agreement of the parties as to the matters set forth in this Agreement. No alteration of or amendment to this Agreement shall be effective unless given in writing and signed by the party or parties sought to be charged or bound by the alteration or amendment.

Attorneys' Fees; Expenses. Borrower agrees to pay upon demand all of Lender's costs and expenses, including Lender's reasonable attorneys' fees and Lender's usual and customary expenses, incurred in connection with the enforcement of this Agreement. Lender may hire or pay someone else to help enforce this Agreement, and Borrower shall pay the costs and expenses of such enforcement. Costs and expenses include Lender's reasonable attorneys' fees and legal expenses whether or not there is a lawsuit, including reasonable attorneys' fees and legal expenses for bankruptcy proceedings (including efforts to modify or vacate any automatic stay or injunctions), appeals, and anticipated post-judgment collection services. Borrower also shall pay all court costs and such additional fees as may be directed by the court.

Caption Headings. Caption headings in this Agreement are for convenience purposes only and are not to be used to interpret or define the provisions of this Agreement.

Consent to Loan Participation. Borrower agrees and consents to Lender's sale or transfer, whether now or later, of one or more participation interests in the Loan to one or more purchasers, whether related or unrelated to Lender. Lender may provide any information whatsoever, to any one or more purchasers, or potential purchasers, any information or knowledge Lender may have about Borrower or about any other matter relating to the Loan, and Borrower hereby waives any rights to privacy Borrower may have with respect to such matters. Borrower additionally waives any and all notices of sale of any purchase of participation interests, as well as all notices of any repurchase of such participation interests. Borrower also agrees that the purchasers of any such participation interests will be considered as the absolute owners of such interests in the Loan and will have all the rights granted under the participation agreement or agreements governing the sale of such participation interests. Borrower further agrees that such purchasers has all rights of offset or counterclaim against Lender or against any purchaser of such a participation interest and unconditionally agrees that each such purchaser may enforce Borrower's obligation under the Loan irrespective of the insolvency of any holder of the Loan. Borrower further agrees that the purchaser of any such participation interest may enforce its interests irrespective of any personal claims or defenses that Borrower may have against Lender.

Governing Law. This Agreement will be governed by, construed and enforced in accordance with federal law and the laws of the State of Florida. This Agreement has been accepted by Lender in the State of Florida.
BUSINESS LOAN AGREEMENT
(Continued)

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Choice of Venue. If there is a lawsuit, Borrower agrees upon Lender's request to submit to the jurisdiction of the courts of Plantation Key, Monroe County, State of Florida.

Waiver by Lender. Lender shall not be deemed to have waived any rights under this Agreement unless such waiver is given in writing and signed by Lender. No delay or omission on the part of Lender in exercising any right shall operate as a waiver of such right or any other right. A waiver by Lender of a provision of this Agreement shall not prejudice or constitute a waiver of Lender's right otherwise to demand strict compliance with that provision or any other provision of this Agreement. No prior waiver by Lender, nor any course of dealing between Lender and Borrower, or between Lender and any Grantor, shall constitute a waiver of any of Lender's rights or any of Borrower's or any Grantor's obligations as to any future transactions. Whenever the consent of Lender is required under this Agreement, the giving of such consent by Lending in any instance shall not constitute continuing consent to subsequent instances where such consent is required and in all cases such consent may be granted or withheld in the sole discretion of Lender.

Notice. Any notice required to be given under this Agreement shall be given in writing, and shall be effective when actually delivered, or when actually received by telefacsimile (unless otherwise required by law), when deposited with a nationally recognized overnight courier, or, if mailed, when deposited in the United States mail, as first class, certified or registered mail, at the address shown near the beginning of this Agreement. Any party may change its address for notices under this Agreement by giving written notice to the other parties, specifying that the purpose of the notice is to change the party's address. For notice purposes, Borrower agrees to keep Lender informed of all addresses. Unless otherwise provided or required by law, if there is more than one Borrower, any notice given by Lender to any Borrower is deemed to be notice given to all Borrowers.

Severability. If a court of competent jurisdiction finds any provision of this Agreement to be illegal, invalid, or unenforceable as to any circumstance, finding that shall not make the offending provision illegal, invalid, or unenforceable as to any other circumstance. If feasible, the offending provision shall be construed in such a manner as to be legal, valid, and enforceable. If the offending provision cannot be so modified, it shall be considered deleted from this Agreement. Unless otherwise required by law, the illegality, invalidity, or unenforceability of any provision of this Agreement shall not affect the legality, validity or enforceability of any other provision of this Agreement.

Subsidiaries and Affiliates of Borrower. To the extent the context of any provisions of this Agreement makes it appropriate, including without limitation any representation, warranty or covenant, the word "Borrower" as used in this Agreement shall include all of Borrower's subsidiaries and affiliates. Notwithstanding the foregoing however, under no circumstances shall this Agreement be construed to require Lender to make any Loan or other financial accommodation to any of Borrower's subsidiaries or affiliates.

Successors and Assigns. All covenants and agreements by or on behalf of Borrower contained in this Agreement or any Related Documents shall bind Borrower's successors and assigns and shall inure to the benefit of Lender and its successors and assigns. Borrower shall not, however, have the right to assign Borrower's rights under this Agreement or any interest therein, without the prior written consent of Lender.

Survival of Representations and Warranties. Borrower understands and agrees that in extending Loan Advances, Lender is relying on all representations, warranties, and covenants made by Borrower in the Agreement or in any other instruments delivered to Lender by Borrower under this Agreement or the Related Documents. Borrower further agrees that regardless of any investigation made by Lender, all such representations, warranties and covenants will survive the extension of Loan Advances and delivery to Lender of the Related Documents, shall be considered true and correct on the date such representations, warranties and covenants are made and redated by Borrower at the time such Loan Advance is made, and shall remain in full force and effect until such time as Borrower's Indebtedness shall be paid in full, or until this Agreement is terminated in the manner provided above, whichever is the last to occur.

Time is of the Essence. Time is of the essence in the performance of this Agreement.

Waive Jury. All parties to this Agreement hereby waive the right to any jury trial in any action, proceeding, or counterclaim brought by any party against any other party.

DEFINITIONS. The following capitalized words and terms shall have the following meanings when used in this Agreement. Unless specifically stated to the contrary, all references to dollar amounts shall mean amounts in lawful money of the United States of America. Words and terms used in the singular shall include the plural, and the plural shall include the singular, as the context may require. Words and terms not otherwise defined in this Agreement shall have the meanings ascribed to such terms in the Uniform Commercial Code. Accounting words and terms not otherwise defined in this Agreement shall have the meanings assigned to them in accordance with generally accepted accounting principles as in effect on the date of this Agreement:

Advance. The word "Advance" means a disbursement of Loan funds made, or to be made, to Borrower or on Borrower’s behalf on a line of credit or multiple advance basis under the terms and conditions of this Agreement.

Agreement. The word "Agreement" means this Business Loan Agreement, as this Business Loan Agreement may be amended or modified from time to time, together with all exhibits and schedules attached to this Business Loan Agreement from time to time.

Borrower. The word "Borrower" means Key Largo Wastewater Treatment District and includes all co-signers and co-makers signing the Note.

Collateral. The word "Collateral" means all property and assets granted as collateral security for a Loan, whether real or personal property, whether granted directly or indirectly, whether granted now or in the future, and whether granted in the form of a security interest, mortgage, security agreement, security trust deed, assignment, pledge, chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien, charge, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever, whether created by law, contract, or otherwise.


Event of Default. The words "Event of Default" mean any of the events of default set forth in this Agreement in the default section of this Agreement.

GAAP. The word "GAAP" means generally accepted accounting principles.

Grantor. The word "Grantor" means each and all of the persons or entities granting a Security Interest in any Collateral for the Loan, including without limitation any Borrowers granting such a Security Interest.

Guarantor. The word "Guarantor" means any guarantor, surety, or accommodation party of any or all of the Loan.

Guaranty. The word "Guaranty" means the guaranty from Guarantor to Lender, including without limitation a guaranty of all or part of the Note.

Hazardous Substances. The words "Hazardous Substances" mean materials that, because of their quantity, concentration or physical, chemical or infectious characteristics, may cause or pose a present or potential hazard to human health or the environment when improperly used, treated, stored, released, disposed of, generated, maintained, transported or otherwise handled, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Indebtedness. The word "Indebtedness" means the indebtedness evidenced by the Note or Related Documents, including all principal and interest together with all other Indebtedness and costs and expenses for which Borrower is responsible under this Agreement or under any of the Related Documents.

Lender. The word "Lender" means TIB Bank of the Keys, its successors and assigns.

Loan. The word "Loan" means any and all loans and financial accommodations from Lender to Borrower whether now or hereafter existing, and having evidenced, including without limitation those loans and financial accommodations described herein or described on any exhibit or schedule attached to this Agreement from time to time.

Note. The word "Note" means the Note executed by Key Largo Wastewater Treatment District in the principal amount of $150,000.00 dated December 17, 2003, together with all renewals of, extensions of, modifications of, refinancings of, consolidations of, and substitutions for the note or credit agreement.

Related Documents. The words "Related Documents" mean all promissory notes, credit agreements, Loan agreements, environmental agreements, guarantees, security deeds, mortgages, notes, deeds of trust, security deeds, collateral mortgages, and all other instruments, agreements and documents, whether now or hereafter existing, executed in connection with the Loan.
Security Agreement. The words "Security Agreement" mean and include without limitation any agreements, promises, covenants, arrangements, understandings or other agreements, whether created by law, contract, or otherwise, evidencing, governing, representing, or creating a Security Interest.

Security Interest. The words "Security Interest" mean, without limitation, any and all types of collateral security, present and future, whether in the form of a lien, charge, encumbrance, mortgage, deed of trust, security deed, assignment, pledge, crop pledge, chattel mortgage, collateral chattel mortgage, chattel trust, factor's lien, equipment trust, conditional sale, trust receipt, lien or title retention contract, lease or consignment intended as a security device, or any other security or lien interest whatsoever whether created by law, contract, or otherwise.

BORROWER ACKNOWLEDGES HAVING READ ALL THE PROVISIONS OF THIS BUSINESS LOAN AGREEMENT AND BORROWER AGREES TO ITS TERMS. THIS BUSINESS LOAN AGREEMENT IS DATED DECEMBER 17, 2003.

BORROWER:

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: ________________________________

By: ________________________________

Gary Bauman, Chairman of Key Largo Wastewater Treatment District

Cris Bealy, Secretary of Key Largo Wastewater Treatment District

LENDER:

TIB BANK OF THE KEYS

By: ________________________________

Authorized Signer
PROMISSORY NOTE

Borrower: Key Largo Wastewater Treatment District
614 North Wymore Road
Winter Park, FL 32789

Lender: TIB Bank of the Keys
PO Box 2808
Key Largo, FL 33037

Principal Amount: $150,000.00 Initial Rate: 4.50% Date of Note: December 17, 2003

PROMISE TO PAY. Key Largo Wastewater Treatment District ("Borrower") promises to pay to TIB Bank of the Keys ("Lender"), or order, in lawful money of the United States of America, the principal amount of $150,000.00 due and payable on December 17, 2005, with interest thereon as hereinafter provided.

PAYMENT. Borrower will pay this loan in one payment of all outstanding principal plus all accrued unpaid interest on July 1, 2005. In addition, Borrower will pay regular monthly payments of all accrued unpaid interest as of each payment date, beginning February 1, 2004, with all subsequent interest payments to be due on the same day of each month after that. Unless otherwise agreed or required by applicable law, payments will be applied first to any accrued unpaid interest; then to principal; then to any unearned collection costs; and then to any late charges.

INTEREST RATE. The interest rate for this Note is 4.50% per annum, which is the rate ministered to in the Rate Schedule. The interest rate shall be in effect during the term of the Note. The interest rate is subject to change from time to time based on changes in the index. The interest rate change will be effective on the same day as a change in the index. The interest rate will be determined by the Lender.

DEFAULT. Any event that causes the Note to become due prior to the scheduled due date shall be considered a default. In the event of default, the Lender may foreclose on the security and/or require immediate payment in full of the outstanding principal plus accrued interest.

LATE CHARGE. If a payment is 15 days or more late, Borrower will be charged 5.00% of the unpaid portion of the regularly scheduled payment.

In the event of default, Borrower will be subject to a late charge equal to the lesser of 5.00% of the amount due or the amount of the next regularly scheduled payment.

SECURITY. The security for this Note shall be a mortgage on the property described in the Mortgage and Security Agreement.

ATTORNEYS' FEES. In the event that Lender is required to enforce its rights against Borrower, Lender shall be entitled to recover all reasonable attorney fees and costs incurred in connection with the enforcement of the Note and security.
This Note has been accepted by Lender in the State of Florida.

CHOICE OF VENUE. If there is a lawsuit, Borrower agrees upon Lender’s request to submit to the jurisdiction of the courts of Plantation Key, Monroe County, State of Florida.

DISHONORED ITEM FEE. Borrower will pay a fee to Lender of $27.50 if Borrower makes a payment on Borrower’s loan and the check or preauthorized charge with which Borrower pays is later dishonored.

COLLATERAL. This loan is unsecured.

LINE OF CREDIT. This Note evidences a revolving line of credit. Advances under this Note may be requested orally by Borrower or as provided in this paragraph. All oral requests shall be confirmed in writing on the day of the request. All communications, instructions, or directions by telephone or otherwise to Lender are to be directed to Lender’s office shown above. The following persons currently are authorized to request advances and authorize payments under the line of credit until Lender receives from Borrower, at Lender’s address shown above, written notice of revocation of their authority: Robert Streets, Manager; and David Niles, CFO. Borrower agrees to be liable for all sums unless either: (A) advanced in accordance with the instructions of an authorized person or (B) credited to any of Borrower’s accounts with Lender. The unpaid principal balance owing on this Note at any time may be evidenced by endorsements on this Note or by Lender’s internal records, including daily computer printouts. Lender will have no obligation to advance funds under this Note if: (A) Borrower or any guarantor is in default under the terms of this Note or any agreement that Borrower or any guarantor has with Lender, including any agreement made in connection with the signing of this Note; (B) Borrower or any guarantor ceases doing business or is insolvent; (C) any guarantor seeks, claims or otherwise attempts to limit, modify or revoke such guarantor’s guarantee of this Note or any other loan with Lender; (D) Borrower has applied funds provided pursuant to this Note for purposes other than those authorized by Lender; or (E) Lender in good faith believes itself insecure.

SUCCESSOR INTERESTS. The terms of this Note shall be binding upon Borrower, and upon Borrower’s heirs, personal representatives, successors and assigns, and shall inure to the benefit of Lender and its successors and assigns.

GENERAL PROVISIONS. If any part of this Note cannot be enforced, this fact will not affect the rest of the Note. Borrower does not agree or intend to pay, and Lender does not agree or intend to contract for, charge, collect, take, reserve or receive (collectively referred to herein as “charge or collect”), any amount in the nature of interest or in the nature of a fee for this loan, which would in any way or event (including demand, prepayment, or acceleration) cause Lender to charge or collect more for this loan than the maximum Lender would be permitted to charge or collect by federal law or the law of the State of Florida (as applicable). Any such excess interest or unauthorized fee shall, instead of anything stated to the contrary, be applied first to reduce the principal balance of this loan, and when the principal has been paid in full, be refunded to Borrower. Lender may delay or forgo enforcing any of its rights or remedies under this Note without losing them. Borrower and any other person who signs, guarantees or endorses this Note, to the extent allowed by law, waive presentment, demand for payment, and notice of dishonor. Upon any change in the terms of this Note, and unless otherwise expressly stated in writing, no party who signs this Note, whether as maker, guarantor, accommodation maker or endorser, shall be released from liability. All such parties agree that Lender may renew or extend (repeatedly and for any length of time) this loan or release any party or guarantor or collateral; or impair, fail to realize upon or perfect Lender’s security interest in the collateral; and take any other action deemed necessary by Lender without the consent of or notice to anyone. All such parties also agree that Lender may modify this loan without the consent of or notice to anyone other than the party with whom the modification is made. The obligations under this Note are joint and several.

PRIOR TO SIGNING THIS NOTE, BORROWER READ AND UNDERSTOOD ALL THE PROVISIONS OF THIS NOTE, INCLUDING THE VARIABLE INTEREST RATE PROVISIONS. BORROWER AGREES TO THE TERMS OF THE NOTE.

BORROWER ACKNOWLEDGES RECEIPT OF A COMPLETED COPY OF THIS PROMISSORY NOTE.

BORROWER:

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: ________________________________  By: ________________________________
Gary Bauman, Chairman of Key Largo Wastewater  Oris Beatty, Secretary of Key Largo Wastewater
Treatment District            Treatment District
Borrower: Key Largo Wastewater Treatment District  
614 North Wyman Road  
Winter Park, FL 32789  

Lender: TIB Bank of the Keys  
PO Box 2008  
Key Largo, FL 33037

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**LOAN TYPE.** This is a Variable Rate Non-Intangible Revolving Line of Credit Loan to a Government Entity for $150,000.00 due on July 1, 2006. The reference rate (Prime Rate as published in the Wall Street Journal) was 5.000%. When a range of rates has been published, the higher of the rates will be used, with an interest rate ceiling of 6.000% currently 4.000% is added to the margin of 0.500%, resulting in an initial rate of 4.500.

**PRIMARY PURPOSE OF LOAN.** The primary purpose of this loan is for:
- [ ] Personal, Family, or Household Purposes or Personal Investment.
- [X] Business (Including Real Estate Investment).

**SPECIFIC PURPOSE.** The specific purpose of this loan is: To support term cash needs.

**DISBURSEMENT INSTRUCTIONS.** Borrower understands that no loan proceeds will be disbursed until all of Lender’s conditions for making the loan have been satisfied. Please disburse the loan proceeds of $150,000.00 as follows:

- **Other Disbursements:** $149,526.00
- **Other Charges Financed:**
  - $250.00 Loan Doc Prep Fee
- **Total Financed Prepaid Finance Charges:** $125.00 Loan Fee

**Note Principal:** $150,000.00

**FINANCIAL CONDITION.** By signing this authorization, Borrower represents and warrants to Lender that the information provided above is true and correct and that there has been no material adverse change in Borrower’s financial condition as disclosed in Borrower’s most recent financial statement to Lender. This authorization is dated December 17, 2003.

**BORROWER:**

**KEY LARGO WASTEWATER TREATMENT DISTRICT**

By: Gary Bauman, Chairman of Key Largo Wastewater Treatment District

By: Chris Beatty, Secretary of Key Largo Wastewater Treatment District
NOTICE OF FINAL AGREEMENT

<table>
<thead>
<tr>
<th>Principal</th>
<th>Loan Date</th>
<th>Maturity</th>
<th>Loan No.</th>
<th>Call / Coll.</th>
<th>Account</th>
<th>Officer</th>
<th>Initials</th>
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<tr>
<td>$150,000.00</td>
<td>12-17-2003</td>
<td>07-01-2006</td>
<td>10102581963</td>
<td>RC-Cs / 00</td>
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</table>

References in the shaded area are for Lender's use only and do not limit the applicability of this document to any particular loan or item. Any item above containing "***" has been omitted due to text length limitations.

**BORROWER:** Key Largo Wastewater Treatment District  
614 North Wymore Road  
Winter Park, FL 32789

**Lender:** TIB Bank of the Keys  
PO Box 2808  
Key Largo, FL 33037

BY SIGNING THIS DOCUMENT EACH PARTY REPRESENTS AND AGREES THAT: (A) THE WRITTEN LOAN AGREEMENT REPRESENTS THE FINAL AGREEMENT BETWEEN THE PARTIES, (B) THERE ARE NO UNWRITTEN ORAL AGREEMENTS BETWEEN THE PARTIES, AND (C) THE WRITTEN LOAN AGREEMENT MAY NOT BE CONTRADICTED BY EVIDENCE OF ANY PRIOR, CONTEMPORANEOUS, OR SUBSEQUENT ORAL AGREEMENTS OR UNDERSTANDINGS OF THE PARTIES.

As used in this Notice, the following terms have the following meanings:

**Loan.** The term "Loan" means the following described loan: a Variable Rate Nondisclosable Revolving Line of Credit Loan to a Government Entity for $150,000.00 due on July 1, 2006. The reference rate (Prime Rate as published in the Wall Street Journal) when a range of rates has been published, the higher of the rates will be used, with an interest rate ceiling of 6.000%, currently 4.000% is added to the margin of 0.500%, resulting in an initial rate of 4.500.

**Loan Agreement.** The term "Loan Agreement" means one or more promises, promissory notes, agreements, undertakings, security agreements, deeds of trust or other documents, or commitments, or any combination of those actions or documents, relating to the Loan, including without limitation the following:

**LOAN DOCUMENTS**

- Governmental Certificate: Key Largo Wastewater Treatment District
- Business Loan Agreement
- Promissory Note
- Disbursement Request and Authorization
- Notice of Final Agreement
- Commitment Letter

**Parties.** The term "Parties" means TIB Bank of the Keys and any and all entities or individuals who are obligated to repay the Loan or have pledged property as security for the Loan, including without limitation the following:

**Borrower:** Key Largo Wastewater Treatment District

Each Party who signs below, other than TIB Bank of the Keys, acknowledges, represents, and warrants to TIB Bank of the Keys that it has received, read and understood this Notice of Final Agreement. This Notice is dated December 17, 2003.

BORROWER:

**KEY LARGO WASTEWATER TREATMENT DISTRICT**

By: ________________________________  
Gary Bauman, Chairman of Key Largo Wastewater Treatment District

By: ________________________________  
Cris Beatty, Secretary of Key Largo Wastewater Treatment District

LENDER:

**TIB BANK OF THE KEYS**

X  
Authorized Signer
KLWTD Board Meeting
December 17, 2003

Item E - 3

Approval KLWTD Board Meeting Schedule for 2004
<table>
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<tr>
<th>Sun</th>
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- **December 2003**

- Regular Meeting 3pm
  - Public Library
  - (FEMA at 6:30pm)
  - Civic Center
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<th>Sun</th>
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- **January 7**: Regular Meeting 5pm Civic Center
- **January 8**: Civic Center
- **January 21**: Regular Meeting 5pm Civic Center
- **January 22**: Civic Center
- **January 23**: Civic Center
- **January 24**: Civic Center
- **January 29**: Civic Center
## KLWTD Calendar

### February

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<tr>
<th>Sun</th>
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- **4th**: Regular Meeting 5pm Civic Center
- **18th**: Regular Meeting 5pm Civic Center
- **19th**: BOCC meets 18th and 19th Key Largo

**2004**
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<td>Regular Meeting 5pm Civic Center</td>
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<td><strong>7</strong> Regular Meeting 5 pm Civic Center</td>
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<td><strong>21</strong> Regular Meeting 5 pm Civic Center</td>
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**2004**
MEMORANDUM

TO: Mayor Nelson and Commissioners  Division Directors
    County Attorney  Department Heads
    Clerk of Court  Land Authority
    Sheriff Department  Housing Authority
    Tax Collector  TDC

FROM: Debbie Frederick  Aide to the County Administrator

SUBJECT: 2004 BOCC Meeting Dates

DATE: November 24, 2003

<table>
<thead>
<tr>
<th>MEETING DATES</th>
<th>AGENDA DEADLINE</th>
<th>LOCATION</th>
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<tbody>
<tr>
<td>1/21/04 - 1/22/04</td>
<td>1/6/04</td>
<td>Harvey Government Center</td>
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<tr>
<td>2/18/04 - 2/19/04</td>
<td>2/3/04</td>
<td>Key Largo Library</td>
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<tr>
<td>3/17/04 - 3/18/04</td>
<td>3/2/04</td>
<td>Marathon Government Center</td>
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<tr>
<td>4/21/04 - 4/22/04</td>
<td>4/6/04</td>
<td>Harvey Government Center</td>
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<tr>
<td>5/19/04 - 5/20/04</td>
<td>5/4/04</td>
<td>Key Largo Library</td>
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<tr>
<td>6/16/04 - 6/17/04</td>
<td>6/1/04</td>
<td>Marathon Government Center</td>
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<tr>
<td>7/14/04 - 7/15/04</td>
<td>6/29/04</td>
<td>Harvey Government Center</td>
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<tr>
<td>8/18/04 - 8/19/04</td>
<td>8/3/04</td>
<td>Key Largo Library</td>
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<tr>
<td>9/15/04 - 9/16/04</td>
<td>8/31/04</td>
<td>Marathon Government Center</td>
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<tr>
<td>10/20/04 - 10/21/04</td>
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<td>Harvey Government Center</td>
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<tr>
<td>11/17/04 - 11/18/04</td>
<td>11/2/04</td>
<td>Key Largo Library</td>
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<tr>
<td>12/15/04 - 12/16/04</td>
<td>11/30/04</td>
<td>Marathon Government Center</td>
</tr>
</tbody>
</table>

All meetings in all areas begin at 9:00 a.m.
(July meeting is the second week of the month.)

Key Largo Library  Marathon Gov't Center  Harvey Gov't Center
Tradewinds Shopping Center  2798 Overseas Highway  1200 Truman Ave.
101485 Overseas Highway  Mile Marker 50  Key West
Mile Marker 101

Approved at the November 19, 2003 BOCC meeting.
KLWTD Board Meeting
December 17, 2003

Item F - 1

Review of the County Grant Reimbursement Financial Records and Presentation of the List of KLWTD Financial Files
TO: Key Largo Wastewater Treatment District Commissioners

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

FROM: David R. Miles, Chief Financial Officer

DATE: December 10, 2003

RE: List of Key Largo Wastewater Treatment District Financial Files and
    Copy of Monroe County FY 2003 Grant Document

Dear Commissioners:

At the December 3, 2003 Board meeting, the Commissioners requested staff to provide a
list of all financial files maintained by District staff. A copy of this list, which comprises
five (5) banker boxes of files, is attached. The District Chief Financial Officer will hand
carry one set of all documents related to the FY 2003 Monroe County operating grant to
the meeting. These grant documents are approximately eight inches thick.
<table>
<thead>
<tr>
<th>Category</th>
<th>Items</th>
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<tr>
<td>FY 2004 Budget</td>
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<tr>
<td>Attorney Contract</td>
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<tr>
<td>GSG Management Agreements</td>
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<tr>
<td>Approvals on Pay Requests</td>
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<tr>
<td>FY 2003 Monthly Financials</td>
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<tr>
<td>Garek Correspondence</td>
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<td>Line of Credit Documents</td>
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<td>Working Group Meetings</td>
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<td>Encumbrance Documents FY 2003 - Present</td>
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<tr>
<td>Encumbrance Documents / Meeting Agendas</td>
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<td>November 5, 2003</td>
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<td>October 17, 2003</td>
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<td>April 9, 2003</td>
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<td>March 26, 2003</td>
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<td>Bank Resolutions</td>
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<td>Cost Analysis November 4, 2003</td>
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<td>Florida League of Cities Insurance Documents</td>
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<td>Florida Special Districts Handbook</td>
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<td>Florida Statutes Chapter 189</td>
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<td>FY 2003 Miscellaneous Correspondence</td>
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<td>Monroe County Grant Information</td>
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<td>Interlocal Agreement</td>
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<td>Draw #1 and #2</td>
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<td>Draw #5</td>
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<td>South Florida Water Management Grant Documents &amp; Invoices</td>
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<td>Scope of Work for Engineers &amp; Finance</td>
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<td>Trailer Village Bid Evaluation</td>
<td></td>
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<tr>
<td>UT-5 Information</td>
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<tr>
<td>Quarterly Payroll Reports</td>
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<tr>
<td>Description</td>
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<tr>
<td>Audit RFP</td>
<td></td>
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<tr>
<td>Auditor Contract</td>
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<tr>
<td>FY 2003 Audit Prep</td>
<td></td>
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<tr>
<td>FY 2003 Audit</td>
<td></td>
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<tr>
<td>FY 2003 Closeout for Audit</td>
<td></td>
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<tr>
<td>Engineering Status Reports</td>
<td></td>
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<tr>
<td>FDEP Grant Submittal 2/26/03</td>
<td></td>
</tr>
<tr>
<td>Key Largo Trailer Village - Selected Proposal</td>
<td></td>
</tr>
<tr>
<td>Lewis, Longman &amp; Walker Invoice 30957, September 9, 2003</td>
<td></td>
</tr>
<tr>
<td>7/8/03 notice to proceed - design &amp; build Ike Haskell &amp; Co</td>
<td></td>
</tr>
<tr>
<td>Biological Assessments for Wastewater Treatment Plant Site (draft)</td>
<td></td>
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<tr>
<td>Clerk of Circuit Court memo 7/31/02</td>
<td></td>
</tr>
<tr>
<td>Douglas Higgins, Inc. Contract</td>
<td></td>
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<tr>
<td>FEMA Letter 9/18/02</td>
<td></td>
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<tr>
<td>Fish &amp; Wildlife 6/11/01</td>
<td></td>
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<tr>
<td>GSG Management Agreements</td>
<td></td>
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<tr>
<td>Interlocal Agreement - DCA &amp; Monroe County BOCC</td>
<td></td>
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<tr>
<td>Interlocal Agreement transition of WW jurisdiction &amp; service from FL Key Aqueduct Auth to KLWTD 2/26/03</td>
<td></td>
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<tr>
<td>Invoice 2004-01 10/2/03 (SFWMD)</td>
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<tr>
<td>Joint Resolution Monroe County BOCC &amp; Florida Keys Aqueduct Authority, FEMN Project 1249-25 9/9/02</td>
<td></td>
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<tr>
<td>Payments Pending 10/15/03</td>
<td></td>
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<tr>
<td>Preliminary Design Report Haskell</td>
<td></td>
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<tr>
<td>Resolution # 2003-04 US Dept of Interior</td>
<td></td>
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<tr>
<td>Resolution #200349</td>
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<tr>
<td>Source of Funding KLP, KLTV</td>
<td></td>
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<tr>
<td>State Financial Assistance Agreement</td>
<td></td>
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<tr>
<td>Work Authorization GSG 03-01</td>
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<tr>
<td>Work Authorization WEC 03-01</td>
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<tr>
<td>Work Authorization WEC 03-02</td>
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<tr>
<td>Accounts Payable</td>
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<tr>
<td>September 2003</td>
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<td>August 2003</td>
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<td>April 2003</td>
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<td>March 2003</td>
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<tr>
<td>Payroll</td>
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<td>September 2003</td>
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<td>August 2003</td>
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<td>April 2003</td>
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<tr>
<td>March 2003</td>
<td></td>
</tr>
</tbody>
</table>
Government Services Group  
Inventory of Files for  
Key Largo Wastewater Treatment District  
As of December 8, 2003

| Comprehensive Report Arcadis G&M |
| Comprehensive Report Boyle Engineering Corp |
| Comprehensive Report CPH Engineering Inc |
| Comprehensive Report Corzo Castilla Carballo Thompson |
| Comprehensive Report Gartek Engineering Corp |
| Comprehensive Report Malcolm Pirnie, Inc. |
| Comprehensive Report Metcalf & Eddy, Inc. |
| Comprehensive Report Mihan & Swain Assoc., Inc. |
| Comprehensive Report Post, Buckley, Schnick & Jernigan, Inc. |
| Comprehensive Report Salmon PA |
| Comprehensive Report URS Corp. Southern |
| Comprehensive Report The Weetu Engineering Corp. |
| CCNA Evaluation Team Memo - 5/12/03 |

Proposal Inventory Summary & Scoring Worksheet  
RFQ Arcadis G & M  
RFQ Boyle Engineering Corp.  
RFQ Calvin, Giordano & Assoc. Inc  
RFQ Corzo, Castella & Caballo  
RFQ CPH Engineering Inc.  
RFQ Gartek Engineering Corp.  
RFQ Kissinger Campo & Assoc Corp  
RFQ Malcolm Pirnie  
RFQ Metcalf & Eddy, Inc.  
RFQ Mihan, Swain & Assoc.  
RFQ PBS&J  
RFQ Thompson Salmon, PA  
RFQ URS Corporation  
RFQ Weler Engineering
KLWTD Board Meeting
December 17, 2003

Item F - 2

Status Report on the KLWTD Transition Plan
MEMORANDUM TO THE BOARD

TO: Key Largo Board of Directors

FROM: Transition Committee

SUBJECT: Status Report No. 1

DATE: December 10, 2003

The Transition Committee (Beaty, Dillon, Sheets) has met and discussed a proposed plan for transitioning day-to-day management functions from GSG to local representatives. In order to do this, the Committee has identified several tasks that must be accomplished. Those tasks have been outlined below. The Committee is suggesting that it commence immediately to prepare job descriptions and functional requirements for key staff positions. Although the Committee has not suggested a schedule for follow-on work, all members of the Committee believe that the transition should proceed without undue delay. The following is the Transition Committee’s recommendations regarding task and approach.

I. Prepare job descriptions and function requirements for key support functions. Following is a list of functions to be staffed. To the extent possible, the objective will be to retain staff residing locally.

   a. District Manager.

   b. Clerk to the Board.

   c. Financial/Accounting Functions.

II. Develop Pro Forma Budget.

Based on the budget approved by the Board for 2004 and assuming a transition to local representation, the Transition Committee will prepare a pro forma budget that outlines estimates of salary cost for the positions being advertised. In addition to salary, the District must make determinations as to the method by which services will be obtained, e.g., direct contracting, hiring of employees, employee leasing, etc., and as to the benefits that the District will be willing and able to fund. The pro forma budget will give both the Board and the Transition Committee a guide as to what options the Board may have in its process of negotiating with local resources.
III. Advertise for Positions.

Once the Board has approved the job descriptions prepared by the Transition Committee, these positions will be advertised in the local paper. It is suggested that these advertisements run for at least two weeks to allow for ample response and inquiries by interested individuals. In addition, the District should target job announcements to individuals who have expressed an interest in performing services for the District.

IV. Receive and Review Resumes.

The Board will close the time for responses at the end of the two-week period and the Transition Committee will begin review process to make sure that all responses meet the minimum qualifications identified in the advertised positions. This process should take approximately one week.

V. Select Short List.

The Transition Committee will recommend to the Board a list of qualified individuals to be interviewed for each position. If a financial/accounting individual has not been deemed qualified, then the Transition Committee will make a recommendation regarding firms or other communities to provide these services and they would also go through the interview process.

VI. Interview Candidates.

The Board would set aside as many meetings as necessary to interview all the selected candidates. These meetings would be conducted from a pre-defined list of questions to be asked each candidate.

VII. Select Candidates.

Based on qualifications and interviews, the Board would then select individuals to fill the District Manager, Clerk to the Board, and the Financial/Accounting function. It is possible that one candidate may possess sufficient skills to occupy more than one position and the Board should allow itself a maximum opportunity to be flexible and creative. Negotiate employment agreements with new staff.

VIII. New Hire Begins.

As soon as the Board has selected its candidates and has consummated negotiations, the individuals will begin as soon as possible. By this time, the Board will have made a decision of where the office location will be for the District along with the acquiring of necessary furniture and equipment.
IX. **Transitional Activities.**

As soon as new staff assumes responsibilities, conduct such meetings, interviews, and other functions as necessary to allow new staff to become familiar with the work that has been accomplished, the accounting and other systems in place, the locations and significance of important documents, and other matters necessary to allow the new staff to function effectively.

X. **Identify Role of GSG.**

If appropriate, the Board could assign as one of the first tasks for the new District Manager analyzing those future projects for which GSG may still provide a valuable role. Such areas may be as follows:

a. Any additional transition issues.

b. Development of the connection fee program for Key Largo Park and Trailer Village.

c. Assist in preparation of an RFP for contract operator.

d. Etc.

XI. **Reconcile GSG Contract Expenditures.**

Review expenditures under GSG contract to ensure that the District is able to document that it has fairly compensated GSG for all services received without paying for services not received. If necessary, negotiate an equitable adjustment with the goal of arriving at a final settlement that is fair to all parties.

Should the Board approve this approach, the Transition Committee will begin immediately preparing job descriptions and function requirements to be submitted to the Board at the next Board meeting so the advertisements for these positions could go out the first of January. Also as mentioned earlier, a financial pro forma will be prepared and submitted to the Board by the second meeting in January so that the Board can understand the impact this transition will have on the 2004 budget. It is not known at this time, however, what quotes we may receive from individuals or firms which can provide financial accounting and grants management services.
### Key Largo Wastewater Treatment District
#### Transition Plan – Timeline

<table>
<thead>
<tr>
<th>Task</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>I. Prepare job descriptions and function requirements for key support functions</td>
<td>Complete January 14 Board Approval January 21</td>
</tr>
<tr>
<td>II. Develop Pro Forma Budget.</td>
<td>Complete ____ Board Presentation ____</td>
</tr>
<tr>
<td>III. Advertise for Positions</td>
<td>Two weeks</td>
</tr>
<tr>
<td>IV. Receive Resumes</td>
<td>One Week</td>
</tr>
<tr>
<td>V. Select Short List, submit to Board</td>
<td>____</td>
</tr>
<tr>
<td>VI. Interview Candidates</td>
<td>____</td>
</tr>
<tr>
<td>VII. Select Candidates</td>
<td>____</td>
</tr>
<tr>
<td>VIII. New Hire Begins</td>
<td>____</td>
</tr>
<tr>
<td>IX. Transitional activities</td>
<td>____</td>
</tr>
<tr>
<td>X. Identify Role of GSG</td>
<td>____</td>
</tr>
<tr>
<td>XI. Reconcile GSG contract expenditures</td>
<td>____</td>
</tr>
</tbody>
</table>
KLWTD Board Meeting
December 17, 2003

Item F - 3

Interim Financial Reports as of
November 30, 2003
TO: Key Largo Wastewater Treatment District Board Members

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

FROM: David R. Miles, Chief Financial Officer

DATE: December 10, 2003

RE: Interim Financial Reports for Key Largo Wastewater Treatment District, November 30, 2003

Dear Commissioners:

Attached are two interim financial reports from the Key Largo Wastewater Treatment District accounting records as of November 30. The first is a Statement of Revenues and Expenses and Changes in Fund Net Assets for the Key Largo. Year to date it shows operating revenue has exceeded expenses by $46,732.51 due to receipt of the SFWMD grant. Total net assets are $ (29,426.67).

The second report shows a balance sheet (Statement of Net Assets in Governmental Accounting). Our assets are cash of $80,539.88, with liabilities of $109,966.05. Net assets again equal $ (29,426.67).
KEY LARGO WASTEWATER TREATMENT DISTRICT

STATEMENT OF REVENUES, EXPENSES, AND CHANGES IN FUND NET ASSETS

For The Month Ended November 30, 2003

OPERATING REVENUES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Grants</td>
<td>$100,000.00</td>
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<tr>
<td>Other operating revenues</td>
<td>-</td>
</tr>
<tr>
<td>Total operating revenues</td>
<td>$100,000.00</td>
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</table>

OPERATING EXPENSES:

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Board meeting expense</td>
<td>$4,500.00</td>
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<tr>
<td>Copy/delivery charges</td>
<td>1,376.49</td>
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<tr>
<td>Postage expense</td>
<td>-</td>
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<tr>
<td>Insurance expense</td>
<td>1,875.00</td>
</tr>
<tr>
<td>Miscellaneous expenses</td>
<td></td>
</tr>
<tr>
<td>Legal newspaper ads</td>
<td>290.35</td>
</tr>
<tr>
<td>Dues &amp; subscriptions</td>
<td>175.00</td>
</tr>
<tr>
<td>Travel</td>
<td>-</td>
</tr>
<tr>
<td>Telephone</td>
<td>168.73</td>
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<tr>
<td>P/R tax-FICA</td>
<td>279.00</td>
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<tr>
<td>P/R tax-Medicare</td>
<td>65.25</td>
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<tr>
<td>Management contract</td>
<td>27,850.00</td>
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<tr>
<td>Legal - general counsel</td>
<td>1,419.05</td>
</tr>
<tr>
<td>Utility rate consultant</td>
<td>-</td>
</tr>
<tr>
<td>Engineering services</td>
<td>15,268.62</td>
</tr>
<tr>
<td>Audit &amp; accounting services</td>
<td>-</td>
</tr>
<tr>
<td>Regulatory/permit fees</td>
<td>-</td>
</tr>
<tr>
<td>Total operating expenses</td>
<td>$53,267.49</td>
</tr>
</tbody>
</table>

Operating income (loss)         $46,732.51

NON OPERATING REVENUES (EXPENSES):

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
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</thead>
<tbody>
<tr>
<td>Interest income</td>
<td>4.45</td>
</tr>
<tr>
<td>Total non operating revenues (expenses)</td>
<td>$4.45</td>
</tr>
</tbody>
</table>

Change in net assets         46,736.96
Total net assets beginning of year (76,163.63)

Total net assets end of November 2003 $ (29,426.67)
Key Largo Wastewater Treatment District
Statement of Net Assets
As of November 30, 2003

ASSETS:

Cash and cash equivalents $ 80,539.88
Total assets $ 80,539.38

LIABILITIES:

Current liabilities:
Accounts payable $ 1,503.55
Accrued interest payable 2,212.50
Accrued expenses 6,250.00
Total current liabilities $ 9,966.05

Non current liabilities:
Due to Monroe County $ 100,000.00

Total liabilities $ 109,966.05

NET ASSETS:

Unrestricted (29,426.67)
Total net assets $ (29,426.67)
Item G - 1

Report on Sunshine Law and Informal Responses
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Tuesday, December 09, 2003 11:39 AM
To: Robert Sheets; Andrew M. Tobin; Charles Brooks; Cris Beaty; Gary Bauman; Faith Doyle; Jerry Wilkinson
Subject: Sunshine Law and informal responses

Gentlemen,

By copy of this email, I'm asking Faith to place this issue on the agenda of the next public meeting as a part of Counsel's report.

The recent round of emails regarding Mr. Sheets's response to Mr. Roberts's request to consider providing a letter that would indicate the District's ability to generate revenues points up the dangers of attempting to respond to such requests on an informal basis.

Except in a public meeting, the commissioners cannot, of course, lawfully debate or deliberate jointly on such a request. I am certain that Mr. Roberts is aware of that fact.

Reviewing the emails, I think that the commissioners have done an admirable job of responding to Mr. Sheets informally without debating or deliberating on the issue raised by Mr. Roberts. I believe that no violation of the Sunshine Law has occurred because the individual opinion expressed by each commissioner did not respond to, or debate, the positions taken by other commissioners. I think that this reflects each commissioner's sensitivity to the requirements of the Sunshine Law.

Having said that, I believe that the responses do little to assist Mr. Sheets in attempting to provide a useful response to the question asked by Mr. Roberts. There was no consensus expressed upon which Mr. Sheets can rely in providing a response to Mr. Roberts, and Mr. Sheets's response must be "no comment at this time."

I would question the advisability of this type of exercise, given the low likelihood that it could ever result in a useful result and given the risk that the responses could easily have resulted in a Sunshine Law violation.

My advice to you is that the District consider adopting a policy regarding informal requests for District positions such as that made by Mr. Roberts.

The policy I recommend is that when such a request has been received:
(1) the general manager should advise the commissioners that the request has been received;
(2) the general manager should advise the commissioners that the request will be included in the agenda of the next public meeting as a part of the manager's report, so that the Board can take such action as it deems appropriate;
(3) the notice to the commissioners should expressly advise them that the general manager is not seeking Board action and the general manager is not attempting to poll the commissioners to determine what the District's position, if any, will be with respect to the request;
(4) unless the general manager is absolutely certain that he can respond to the request with confidence that he is expressing the District's position (a rare case), the general manager should advise the requesting person that the District will be advised of the request and may provide a response after consideration at a public meeting.
(5) at the public meeting, the Board may elect to discuss the request, take or defer action on the request, or decide that no action will be taken on the request.

I think that this policy would have the following benefits:
(1) it would ensure that such requests are brought to the attention of the Board in an appropriate manner;
(2) it would avoid the possibility that a response to an informal request might not reflect the position the Board would take if it had the opportunity to debate the question;
(3) it would discourage informal requests for District positions made outside the ambit of a public meeting; and
(4) it would avoid the risk of violation of the Sunshine Law.

Tom

12/9/03
KLWTD Board Meeting
December 17, 2003

Item G - 2

Report on the Draft Interlocal Agreement Between KLWTD and Monroe County Concerning the Distribution of MSTU Funds
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Tuesday, December 09, 2003 12:45 PM
To: Andrew M. Tobin; Charles Brooks; Cris Beaty; Gary Bauman; Faith Doyle; Jerry Wilkinson
Cc: Ed Castle; Charles Sweat; David Miles; Jeff Weiler; Robert Sheets
Subject: MSTU Interlocal Agreement

Yesterday, I met with County Attorney Richard Collins to discuss the release of funds collected on behalf of the District as an MSTU. He advised that his office was working on an interlocal agreement to allow release of funds, based on the form used with FKAA. He promised to have a draft to me by the end of the week.

This morning I received the draft agreement, which I have not yet reviewed. I have faxed it to Faith for inclusion in the 12/17/03 agenda. I will provide my analysis of it this week.

Tom
Sheila,

Thank you for sending me the draft interlocal agreement covering funding of the Key Largo Wastewater Treatment District today.

I am sending this to you because I don’t have the name or email address of the person who drafted the agreement. Please forward this email to the appropriate person.

I would appreciate your advice as to whether the Interlocal Agreement will require formal BOCC approval and, if so, the soonest date that it can be placed on the BOCC agenda.

In the 2d paragraph, 3d line, I believe that the proper citation for the MSTU ordinance is 018-2003, not 018-2002.

I intend to recommend this agreement for approval by the District at its meeting scheduled for 12/17/03, and I will provide District contact information upon approval.

Tom
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Wednesday, December 10, 2003 8:14 AM
To: Sheila Sutton
Cc: Ed Castle; Charles Sweat; David Miles; Jeff Weiler; Robert Sheets; Andrew M. Tobin; Charles Brooks; Cris Beaty; Gary Bauman; Faith Doyle; Jerry Wilkinson

Subject: MSTU Interlocal Agreement Draft #1

Sheila,

Please pass this email to the person responsible for drafting the interlocal agreement.

In Paragraph 2.a), the description of the types of expenditures authorized under the interlocal agreement is much more restrictive than the MSTU ordinance (No. 018-2003) at Section 5(A).

Please replace the second sentence of Paragraph 2.a) with the following:

"The ad valorem tax revenue collected by the MSTU shall be used solely to pay for and provide funding for administration, planning, and development costs associated with and incurred in advancing of wastewater and reclaimed water projects within and benefiting the KLWTD Municipal Service Taxing Unit, without regard to whether the costs were incurred by the KLWTD before or after the effective date of Ordinance No. 0018-2003 (May 20, 2003)."

In addition, in Paragraph 2.b), 4th line, please insert the word "reasonably" between "form" and "satisfactory."

Tom

12/10/03
INTERLOCAL AGREEMENT

Key Largo Wastewater Treatment District

THIS INTERLOCAL AGREEMENT (Agreement) is entered into pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, (County), and the Key Largo Wastewater Treatment District, an Independent special district, (KLWTD).

WHEREAS, the Board of County Commissioners created the following municipal services taxing unit (MSTU): The Key Largo Wastewater Treatment MSTU (Ordinance No. 018-2002) for the purpose of funding the costs associated with the administration, planning and development of wastewater and reclaimed water projects within the MSTU, the boundaries of which are identical to the boundaries of the KLWTD;

WHEREAS, the KLWTD is authorized by Chap. 2002-337, Laws of Florida, to plan, design, and develop wastewater treatment systems and KLWTD employs, or has under contract, individuals professionally qualified to accomplish those tasks;

WHEREAS, the County desires that the KLWTD perform the planning and development studies necessary as a condition precedent to the development of central wastewater collection and treatment infrastructure and to develop the infrastructure needed to serve the property owners within the MSTU;

WHEREAS, the KLWTD is able and willing to undertake the tasks afore described; now, therefore

IN CONSIDERATION of the mutual consideration and promises set forth below, the parties agree as follows:

1. The parties agree that the revenue to fund this agreement consists of the annual ad valorem tax levied on real estate within the MSTU created by Ordinance No. 018-2003. A copy of the MSTU Ordinance is attached to and incorporated in this
agreement as Exhibit A. In each fiscal year during the term of this agreement the County's obligation to pay the KLWTD for services rendered under this agreement may not exceed the total amount of revenue actually collected from the ad valorem tax levied within the MSTU.

2. a) The KLWTD shall plan, design, and develop wastewater collection and treatment infrastructure for the improved and developable properties located within the MSTU. The ad valorem tax revenue collected by the MSTU may only be spent for the planning, design, and development of wastewater collection and treatment infrastructure serving the improved and developable properties located within the MSTU, and the administrative/legal costs attributable thereto, without regard to whether the costs were incurred by the KLWTD before or after the effective date of Ordinance No. 0018-2003 (May 20, 2003).

b) For the services described in subparagraph 2(a) of this agreement, the County shall pay the KLWTD on a monthly reimbursement basis upon the submission of an invoice to the County Marine Resources Director (MRD) stating the amount due and describing the services performed. The invoice must be in a form satisfactory to the MRD and Clerk of the Circuit Court (Clerk). If the MRD approves the invoice he shall forward the same to the Clerk for payment. If the MRD or the Clerk determine the submitted invoice is unacceptable, either of them shall return it to the KLWTD in writing with a written description of the deficiency(ies). All KLWTD financial records pertaining to this agreement must be made available, upon request, to the Clerk and/or to an auditor employed by the County or the State of Florida. The records must be retained by the KLWTD for three years following the receipt by the KLWTD of its last payment pursuant to this agreement. Any funds transferred by the County to the KLWTD under this agreement that are determined by the Clerk or an auditor employed by the County or employed by the State to have been spent on a purpose not contemplated by this agreement must be reimbursed to the County
with interest calculated pursuant to Sec. 55.03(1), FS, from the date the Clerk or auditor
determines the funds were expended for a purpose not authorized by this agreement.

c) Written notices required by this Agreement shall be sent by certified
mail or a national courier service (e.g. Federal Express) to:

For the County
George Garrett, Director
Marine Resources
Marathon Government Center
2798 Overseas Highway
Marathon, FL 33050

For the KIWTD

3. This agreement will terminate at the end of fiscal year 2007-2008.

4. The parties agree that this written document represents their final mutual
agreement and replaces any prior agreements, understandings, or communications on the
subject matter of this agreement, whether written or oral.

5. This agreement will take effect on the date a copy executed by both parties is
filed with the Clerk of the Courts of Monroe County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ____________

day of ______________________, 2004.

(SEAL) ATTEST: DANNY L. KOLHAGE, CLERK

By ____________________________
Deputy Clerk

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

(Attest)

By ____________________________
Mayor/Chairperson

(SEAL)

Attest:

(By ____________________________
Secretary

KEY LARGO WASTEWATER
DISTRICT BOARD

(Attest)

By ____________________________
Chairman

JWKLWTD
ORDINANCE NO. 018 - 2003

AN ORDINANCE OF MONROE COUNTY, FLORIDA, CREATING THE KEY LARGO WASTEWATER TREATMENT DISTRICT MUNICIPAL SERVICE TAXING UNIT LOCATED WITHIN THE UNINCORPORATED AREA OF MONROE COUNTY, FLORIDA, TO PROVIDE WASTEWATER AND RECLAIMED WATER SERVICES AND FACILITIES; DEFINING THE BOUNDARIES OF THE UNIT; AUTHORIZING THE BOARD TO ANNually LEVY AD VALOREM TAXES WITHIN THE BOUNDARIES OF SUCH UNIT NOT TO EXCEED 0.35 MIL; AUTHORIZING THE USE OF THE TAX REVENUE FOR ENUMERATED PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

SECTION 1. TITLE. This ordinance may be cited as the Key Largo Wastewater Treatment District (KLWTD) Municipal Service Taxing Unit (MSTU).

SECTION 2. AUTHORITY AND PURPOSE.

(A) This Ordinance is enacted under the authority of Article VIII, Section 1, Florida Constitution, and Sections 125.01 and 125.66, Florida Statutes. The Board of County Commissioners (the "Board") of Monroe County, Florida, has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit for any part or all of the unincorporated areas within its boundaries, or within the municipal boundaries of an incorporated area upon consent of the governing body of such municipality, within which may be provided essential facilities and services.

(C) The purpose of this Ordinance is to create a municipal service taxing unit to fund the provision of municipal services associated with the administration, planning and
development of wastewater and reclaimed water projects within the municipal service taxing unit as generally described in Section 3 of this Ordinance. This Ordinance shall be liberally construed to effect the purposes hereof.

(D) This Ordinance is adopted to fulfill the request of the Key Largo Wastewater Treatment District and in consideration of the Board’s obligations under a Transition Agreement by and between the Key Largo Wastewater Treatment District, the Florida Keys Aqueduct Authority (the “Authority”), and the Board to provide limited funding source for the reimbursement and provision of municipal services relating to administration, planning and development of wastewater and reclaimed water projects (the “Transition Agreement”).

SECTION 3. CREATION OF MUNICIPAL SERVICE TAXING UNIT.

(A) Pursuant to the provisions of section 125.01(1)(q), Florida Statutes, there is hereby created a municipal service taxing unit for that portion of the County within the unincorporated of Key Largo under the jurisdiction of the KLWTD. Such municipal service taxing unit shall be known as the Key Largo Wastewater Treatment District Municipal Service Taxing Unit. All matters concerning such municipal service taxing unit shall be governed by the Board.

(B) The boundaries of the Key Largo Wastewater Treatment District Municipal Service Taxing Unit (MSTU) shall embrace and include territory consisting of Key Largo including all lands east of Tavernier Creek, including Tavernier, Key Largo and Cross Key, with the exception of Ocean Reef.

(C) From time to time the Board may by resolution take any action not inconsistent with this Ordinance or the Transition Agreement to assist the KLWTD in funding the administration, planning and development of wastewater and reclaimed water projects within and benefiting the Key Largo Wastewater Treatment District Municipal Service Taxing Unit.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized, in the manner and under the authority provided by section 125.01(1)(q) and (r), Florida Statutes, to levy and collect additional ad valorem taxes at a millage rate not to exceed 0.35 mil upon real and personal property within the Key Largo Wastewater Treatment District Municipal Service Taxing Unit commencing with County fiscal year 2003-2004. The foregoing millage limitation shall not be increased without the Key Largo Wastewater Treatment District first adopting a resolution consenting thereto.
Ordinance Creating Key Largo Wastewater Treatment District MSTU

(B) The collection of ad valorem taxes as authorized herein shall cease after four (4) consecutive fiscal years and the Key Largo Wastewater Treatment District Municipal Service Taxing Unit shall terminate at the end of County fiscal year 2007-2008.

SECTION 5. USE OF REVENUE; IMPLEMENTATION.

(A) Revenues derived from ad valorem taxes levied within the Key Largo Wastewater Treatment District Municipal Service Taxing Unit pursuant to Section 4 shall be used solely to pay for and provide funding for administration, planning and development costs associated with and incurred in advancing of wastewater and reclaimed water projects within and benefiting the Key Largo Wastewater Treatment District Municipal Service Taxing Unit.

(B) The Board shall adopt a budget for the Key Largo Wastewater Treatment District Municipal Service Taxing Unit for the fiscal year beginning October 1, 2003, and each year thereafter, at the same time and in the same manner as the County budget. Such budget shall contain all or such portions of the costs incurred and planned in conjunction with the funding of municipal services contracted to be provided by the Authority under any interlocal agreement.

SECTION 6. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 7. CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

SECTION 8. INCLUSION IN THE CODE OF ORDINANCES. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the code.

SECTION 9. EFFECTIVE DATE.

(A) The effectiveness of this Ordinance shall be subject to the Key Largo Wastewater Treatment District adopting a resolution consenting to the inclusion of the unincorporated areas of the Key Largo Wastewater Treatment District within the boundaries of the Key Largo Wastewater Treatment District Municipal Service Taxing Unit.
Ordinance Creating Key Largo Wastewater Treatment District MSTU

(B) After enactment by the Board, this Ordinance shall be filed with the Department of State as provided in section 125.66(2), Florida Statutes, said filing to be effective on or before June 30, 2003.

[Remainder of page intentionally left blank.]
Ordinance Creating Key Largo Wastewater Treatment District MSTU

PASSED AND ADOPTED by the Board of County Commissioners, Monroe County, Florida at a regular meeting of said Board held on this 20th day of May, 2003.

Mayor Dixie Spehar  yes
Mayor Pro Tem Murray Nelson  yes
Commissioner George Neuget  no
Commissioner Charles “Sonny” McCoy  yes
Commissioner David Rice  yes

BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

By: Dixie M. Spehar
Mayor/Chairperson

Daniel Kolhage, Clerk

By: Jaimie Stancle
Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

ROBERT N. LODGE
MONROE COUNTY, FLA.

FILED FOR RECORD

2003 JUN 17 AM 11:50

MONROE COUNTY, FLA.

5
EXHIBIT A

KEY LARGO WASTEWATER TREATMENT DISTRICT MUNICIPAL SERVICE TAXING UNIT AREA

The Municipal Services Taxing Unit will include all areas within the boundaries of the Key Largo Wastewater Treatment District inclusive as identified in the attached map graphic.
Ordinance Creating Key Largo Wastewater Treatment District MSTU

Key Largo Wastewater Treatment District

Legend

- Key Largo
- Boundary

Tavernier
Rock Harbor
Ocean Reef Club
KLWTD Board Meeting
December 17, 2003

Item G - 3

Report on the Monroe County Land Transfer
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Tuesday, December 09, 2003 12:51 PM
To: Andrew M. Tobin; Charles Brooks; Cris Beaty; Gary Bauman; Faith Doyle; Jerry Wilkinson
Cc: Ed Castle; Charles Sweat; David Miles; Jeff Weiler; Robert Sheets

Subject: Monroe County Land Transfer

Yesterday, I met with Mark Rosch, Executive Director of the Monroe County Land Authority. He advised me that the land transfer will be on the BOCC agenda at a time "certain" of 1:30 p.m. on 12/17/03.

County staff continues to recommend that the conveyance of land be accompanied by a simultaneous grant back of a conservation easement covering all but 4 acres of the MM 100.5 land. However, staff has also presented the BOCC with my proposal on behalf of the District, to the effect that the land should be conveyed to the District free of any conservation easement, and that the District will convey back an appropriate easement after the development permit has been granted and site clearing has commenced. A letter I drafted for Mr. Bauman's signature explaining the proposal is attached.

I think that the District should appear at the BOCC meeting to support the District's proposal, and I plan to do so.

Tom
December 2, 2003

Mark Rosch
Monroe County Land Authority
1200 Truman Avenue, Suite 207
Key West, Florida 33040

By Facsimile: 295-5181

Dear Mark:

This is to request that you place on the agenda of the Board of County Commissioner meeting scheduled for December 17, 2003 a resolution authorizing conveyance of the Mile Marker 100.5 parcel to the Key Largo Wastewater Treatment District.

The District has drafted a form of resolution based on the draft resolution delivered to the District’s Counsel, Thomas Dillon, on November 19, 2003. As further detailed below, the District has modified the earlier form of resolution to remove references to the conservation easement, because granting a conservation easement at this time is premature.

1. District acknowledges its future obligation under the Interlocal Agreement to convey to the County a conservation easement in accordance with Monroe County regulations on the portion of the parcel not intended for development (See Interlocal Agreement, Section 203.C.2) and Monroe County Code Section 9.5-337(a). Further, the District acknowledges that the parcel is subject to the open space requirement provided in Monroe County Code Sections 9.5-347 and 9.5-82(g), as well as any other applicable Monroe County regulations.

The District believes that granting a conservation easement at this time is premature, and that the conservation easement should be developed and memorialized in the manner contemplated in Monroe County Code Section 9.5-337(a), i.e., after the development permit is issued to the district and site preparation commenced.

The District requests further that this item be placed near the beginning of the BOCC agenda so that a District representative may attend the meeting and make a presentation. As you may know, the District’s regular meeting is scheduled to begin at 4:00 p.m. on December 17, in Key Largo, and the District would appreciate this accommodation to its schedule.

Yours,

Gary Bauman
Chairman

Board of Commissioners: Chairman Gary Bauman, Andrew Tobin, Cris Beaty, Charles Brooks, Jerry Wilkinson
RESOLUTION NO. -2003

A RESOLUTION OF THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA AUTHORIZING CONVEYANCE OF REAL PROPERTY KNOWN AS THE "MILE MARKER 100.5" PARCEL TO THE KEY LARGO WASTEWATER TREATMENT DISTRICT.

WHEREAS, Monroe County (hereinafter "County"), the Florida Keys Aqueduct Authority, and the Key Largo Wastewater Treatment District (hereinafter "District") entered into an Interlocal Agreement dated February 26, 2003; and

WHEREAS, Section 2.03(C) of said Interlocal Agreement calls for the County to convey to the District the real property and to "retain a conservation easement in accordance with Monroe County regulations on the portion of the property not intended for development;" and

WHEREAS, the District has acknowledged its obligation under the Interlocal Agreement and applicable County regulations to grant to the County a conservation easement after a development permit is issued and site preparation commenced; now, therefore

BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA:
Section 1. The County Mayor is hereby authorized to execute a deed conveying title to the "Mile Marker 100.5" parcel, more particularly described in Exhibit A, to the Key Largo Wastewater Treatment District.

PASSED AND ADOPTED by the Board of County Commissioner of Monroe County, Florida, at a regular meeting of said Board held on the ___ day of December, 2003.

[EXECUTION BLOCK]
KLWTD Board Meeting
December 17, 2003

Item G - 4

Report on Randazza Warranty
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Tuesday, December 09, 2003 3:53 PM
To: Peter M Kinsley; Nos Espat
Cc: Ed Castle; Charles Sweat; David Miles; Jeff Weiler; Robert Sheets; Andrew M. Tobin; Charles Brooks; Cris Beaty; Gary Bauman; Faith Doyle; Jerry Wilkinson

Subject: Warranty

Peter and Nos,
I am attaching the Purestream/Randazza warranty as modified per Mr. Espat's comments at the recent District Board meeting. This document will need to have a copy of the Exhibit D to the design-build agreement attached to it, and must be signed by authorized representatives of Randazza and Purestream.

Tom

12/9/03
WHEREAS, effective June 25, 2003, The Haskell Company ("Haskell") and the Key Largo Wastewater Treatment District ("District") entered into a written Design-Build Agreement for construction of certain wastewater treatment facilities ("Project") located at Key Largo, Florida, and

WHEREAS, PURESTREAM ES, L.L.C. ("PES") is a potential supplier of secondary treatment equipment, referred to herein as the USBF plant, and

WHEREAS Randazza Enterprises, Inc ("Randazza") is an authorized representative of PES, and

WHEREAS, PES and Randazza, for the purpose of inducing the District to select the USBF plant for the Project, desire to make additional warranty and service commitments for the benefit of the District, and

WHEREAS, the parties intend by this writing to memorialize the additional warranty and service commitments,

NOW, THEREFORE, in consideration of the premises and in further consideration of the premises below, PES and Randazza agree as follows:

1. PES and Randazza warrant that all materials and equipment provided by PES as part of the USBF plant to Haskell and the District in connection with the Design-Build Agreement will be new unless otherwise specified, of good quality, in conformance with the Design-Build Agreement, and free from defective workmanship and materials.

2. PES and Randazza warrant that they will repair or replace, without delay and at their expense, any and all USBF plant components that fail due to faulty materials or manufacture.

3. PES and Randazza warrant further that if the Project fails to perform in accordance with the requirements of the Design-Build Agreement as a result of defective PES materials or equipment or because of the design of the USBF plant, PES and Randazza will, without delay and at their expense, undertake all actions necessary, including redesign and reconstruction of the USBF plant, and modification of operating procedures, to cause the Project to perform in accordance with the requirements of the Design-Build Agreement as outlined in Exhibit D of the Design-Build Agreement, a copy of which is attached hereto and incorporated herein by this reference.

4. If the District is reasonably required to undertake repair or replacement of the warranted materials or equipment due to exigent conditions, or to prevent harm to the Project or the public, PES and Randazza will reimburse the District for the reasonable costs of such efforts within 30 days of the District providing notice to PES or Randazza.

5. This warranty shall extend from and after the "Acceptance Date" as that term is defined in the Design-Build Agreement for a period of two years.

6. For purposes of this warranty, "failure" of the materials or equipment means that, due to a defect in the PES materials or equipment or due to a defect in their design or
specified operating procedures, the Project is, or becomes, incapable of meeting the Performance Standards set forth in Exhibit D to the Design-Build Agreement, which is incorporated herein by this reference.

7. The following are express conditions of this warranty:
   a. That the actual sewage influent is substantially as characterized for the purpose of design of the USBF plant under the Design-Build Agreement; and
   b. That the District has substantially complied with all of the operating instructions and maintenance requirements communicated to the District by PES or Randazza or Haskell under the Design-Build Agreement.

8. If the materials or equipment fail as a result of noncompliance with any of the express conditions of this warranty, as set out in the preceding paragraph, PES and Randazza will, if the District so requests, promptly cause the failed materials or equipment to be repaired or replaced, but shall be entitled to compensation for the reasonable cost of repair or replacement.

9. Except for damage to the Project caused by a condition described in Paragraphs 1 through 4, above, PES and Randazza expressly disclaim responsibility for any damages caused by failure of the USBF plant, including lost income to the District.

10. Randazza will provide Haskell with all the assistance needed during the construction phase of the USBF plant at no cost to Haskell.

11. Randazza will assume the full responsibility, at no cost to Haskell or the District, for the startup and training of District operators once the USBF plants #1, #2 and #3 have been completely installed and electrical power has been provided to the equipment.

12. Randazza will continue to provide on the job supervision and technical training/assistance to the District operators at no cost to the District for a period of five years after the startup of USBF plants #1, #2 and #3 during which period, the USBF Plants will have been demonstrated to perform in accordance with the requirements of the Design-Build Agreement. It is understood that plants #1, #2 and #3 will be tested to meet the Design Build Agreement by simply alternating the Influent flows to either of the plants at any time after startup of all three plants in order to demonstrate their performance.

13. If the District or PES or Randazza is required to retain an attorney to enforce any terms, conditions, or covenants of this warranty, or to remedy any breach, the prevailing party shall be entitled to recover the verifiable costs and fees of any enforcement proceedings, including, but not limited to, reasonable attorneys’ fees (including charges for paralegals and others working under the direction or supervision of the party’s attorney.)

14. The failure of the District or PES or Randazza to enforce, at any time, any of the provisions of this warranty shall not be construed to be a waiver of any such provisions or of the right of either party thereafter to enforce them. No waiver shall be valid unless in writing and signed by the party against whom enforcement of a waiver is sought.
15. It is the intention of the parties that any and all actions or proceedings at law or in equity related to this warranty or to the Project or to any rights or any relationship between the parties arising therefrom shall be solely and exclusively initiated and maintained in State or Federal courts located in Monroe County, Florida. All other dispute resolution activities shall be held in Monroe County Florida.

16. In addition to the foregoing warranty obligations, PES and Randazza represent and warrant that the PES materials and equipment shall meet all of the applicable requirements of all federal, state, and local agencies having jurisdiction over the Project, including without limitation, the Florida Department of Environmental Protection redundancy requirements for 183,000 gallons per day.

17. PES and Randazza will provide to Haskell bonding or other reasonable security to secure performance of their obligations under this warranty and payment for labor and materials to be supplied under this warranty.

18. In addition to the foregoing, Randazza agrees that Haskell shall deduct from the first amounts due Randazza for the PES materials and equipment the sum of $75,000, which shall be transmitted to the District and deposited in an interest-bearing account to secure performance by Randazza of all of the Randazza and Purestream obligations hereunder. If Randazza and Purestream satisfactorily perform all of their obligations under this warranty agreement, the District shall transmit the principal and all accrued interest to Randazza upon the passing of five years from and after the Acceptance Date of the Purestream materials and equipment under the Haskell contract. If at any time the District reasonably believes that Randazza and/or Purestream are in default under this warranty agreement, then the District shall so notify Randazza of that fact and shall thereafter be entitled to withdraw immediately all or any part of the principal and accrued interest for the purpose of remedying such default. The District may place the principal in a demand deposit account at any federally insured bank, and the District shall have no obligation to Randazza to manage the deposit for the purpose of increasing or maximizing the return on the deposit.

[ADD SIGNATURE BLOCKS FOR PES AND RANDAZZA.]
KLWTD Board Meeting
December 17, 2003

Item G - 5

Report on Haskell Performance Bond
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Wednesday, December 10, 2003 2:07 PM
To: Andrew M. Tobin; Charles Brooks; Cris Beaty; Gary Bauman; Faith Doyle; Jerry Wilkinson
Cc: Ed Castle; Charles Sweat; David Miles; Jeff Weiler; Robert Sheets
Subject: Re: Haskell Bonds

Mr. Tobin has asked for advice whether the obligations of Haskell under the design-build agreement to meet 5,5,3,1 are secured by the performance bond. The short answer is yes.

The design-build agreement unequivocally requires the design-builder to meet the performance standards (5,5,3,1) set out in Exhibit D to the agreement. Exhibit E to the agreement sets out the procedure for acceptance testing.

The performance bond provided on behalf of Haskell obligates the bonding company, in case of default by Haskell, to assume performance of the work. There are a number of notice and procedural requirements in the contract covering the process of dispute resolution, and there are further notice and procedural requirements in the bond. However, if the District is not in default and Haskell is in default, and the District agrees to pay the outstanding contract balance to the surety, the surety must arrange for completion of the contract at no cost to the District.

The surety "stands in the shoes" of the contractor, and is subject to all of the obligations of the contractor under the design-build agreement. The surety also has all of the defenses available to the contractor. Therefore, if the District is in material breach of the contract, both Haskell and the surety may defend against liability to the District on that basis.

If Haskell were to complete performance of the contract in all material respects except for meeting the performance standards, and the District were to declare Haskell in default, the District could look to the surety to complete performance, including meeting the performance standards.

Tom

----- Original Message -----
From: Andrew Tobin
To: Thomas M. Dillon
Sent: Tuesday, December 09, 2003 4:57 PM
Subject: Re: Haskell Bonds

Tom;

Peter Kinsley has been telling us that the surety bond backs up his promise to meet 5:5:3:1.

Do you agree that the bond so provides?

Andy

----- Original Message -----
Sent: Tuesday, December 09, 2003 3:42 PM
Subject: RE: Haskell Bonds

Tom,

Sorry for the delay.....

-----Original Message-----
From: Thomas M. Dillon [mailto:thomasdillon@terranova.net]
Sent: Tuesday, December 09, 2003 1:19 PM
To: Faith Doyle
Cc: Andrew M. Tobin
Subject: Haskell Bonds

Faith,
My copy of the Haskell Contract includes specimen payment and performance bonds at Exhibits K and L. Can you scan and email to me the actual signed bonds?
Thanks, Tom
Item H

Engineering Report
Key Largo Wastewater Treatment District
Engineering Status Report
Period Ending 12/9/03

Client Issues

The WEC work authorization for the preliminary investigation of connection of the Calusa Camp Resort to the KLWTD wastewater treatment system was reconsidered at the December 3rd meeting after a tie vote at the previous meeting. Work Authorization WEC 04-01 was approved by the Board at this meeting. Work on this project will begin again this week.

Selection of the wastewater treatment process was addressed at the December 3rd Board meeting. The Purestream/Randazza Enterprizes proposal for the USBF treatment system was approved by a 3-2 vote. WEC had recommended the SBR technology as the better choice based on the requirement to reduce total nitrogen levels to below 3.0 mg/l on the annual average. In the opinion of WEC, both systems as proposed would require modifications in order to achieve less than 3.0 mg/l TN, but the modifications to the SBR system were more feasible and would be more economical to implement. WEC will now begin the task of implementing the Board’s decision by working with The Haskell Company and Randazza Enterprises to ensure that the citizens of the KLWTD receive an economical and reliable wastewater treatment system.

The Haskell Company has submitted two requests for payment to GSG. These requests have been passed on to WEC for approval. Additional information and documentation has been requested from The Haskell Company by WEC before approval of the requests is granted.

Regulatory Compliance Issues

In the opinion of WEC, the USBF treatment system selected by the Board will not meet the requirement of less than 3.0 mg/l if configured as currently proposed. The Haskell Company and Brown & Caldwell share this opinion. When applying for construction and operating permits, the Engineer of Record must demonstrate to the FDEP that the proposed treatment process will be able to comply with the effluent discharge requirements. At the November 15th presentation, Brown & Caldwell’s wastewater treatment process representative stated that their models predicted that the USBF system would be unable to meet the discharge requirement of less than 3.0 mg/l. This may create
a problem with obtaining a permit for the project. If the Engineer of Record can not
demonstrate to the FDEP that the process will meet the TN requirement, the permit may
be denied.

**Project Team Meetings and Actions**

WEC participated in the normally scheduled weekly Working Group conference calls
each Monday during the period. WEC also attended the December 3rd Board meeting
and the FEMA meeting that followed immediately afterward.

In addition to the scheduled Working Group meetings, WEC and the District Staff held
conference calls to discuss strategies to implement the Board’s instructions to proceed
with the USBF proposal. WEC agreed with the positions of GSG and Tom Dillon that
Staff should move forward with implementing the process of designing, permitting,
procuring and constructing the USBF treatment system. Conference calls were also held
with the Working Group and with The Haskell Company to address this topic. The
content of those discussions has been accurately provided in Tom Dillon’s emails and
reports to the Board.

During the most recent Working Group conference call, Tom Dillon requested that he be
provided with a synopsis of the opinions of WEC regarding the choice of treatment
processes and the modifications to the USBF process that WEC deems necessary to
achieve the required AWT standards. He also requested that an estimate of the costs
associated with these modifications be provided. WEC has provided a synopsis of our
findings regarding the treatment processes and possible modifications to both of the
proposed technologies. The costs of modifications were estimated by a cooperative effort
between GSG and WEC and are order-of-magnitude estimates. The costs associated with
modification of the USBF system in particular are difficult to establish. WEC and GSG
have provided the estimates to Mr. Dillon only to help him understand the potential
impacts of the Board’s selection of the USBF system.
Additional Background

1.1 reevaluate G.S.G. scope of services -- this item may be relative to previous items -- may resolve some of these issues under transition plan item -- but the purpose for this discussion is to stop the expenditure of funds for work not completed now -- and to encourage staff and management to effectively and aggressively carry out the direction of the board at this very critical time.

1.4 commissioners request for district documents/public records -- wish to straighten out previous conversation at last meeting -- I would like clarification -- since the manager said or answered another Commissioner requesting the documents required board approval -- I would like to make clear or have clarified to me that documents of the district are public records and are subject to review and requisitions by commissioners and or the public at all times and do not require board approval.

ADD on Items

Discussion on various sections Haskell/KLWTD contract
Actually the contract in its entirety is the backup material. But to ease the concerns of some commissioners and the manager I specifically think we should discuss section 3.8 article 13 and article 14 and all related exhibits. This request for specific discussion items does not preclude my request to discuss any other related or appropriate portions of the contract. (reference e-mail previously set to commissioners and staff) this item may be discussed sufficiently in legal report

1.5 PMP meeting January 6, 2004

1.6 Calusa proposal the financial implications -- what sources of grants will support this project -- and the ramifications of those sources. Will grants be from the existing grant funds -- which ones -- will grants come from the $2 million /29% anticipated from the Feds -- will grants come from Monroe County bonding -- will this project be a project separate from the Park and Village project -- would this project be considered a separate project in the ready to proceed mode to receive whatever grants are available --

It is anticipated that the bonding done by the county will be considered as the matching portion required by the Feds for federal grants 35%

1.7 CCNA process where are we and why?

Respectfully submitted
Commissioner Charles Brooks
KLWTD
12-17-03
TEMPORARY AND TEMPORARY TO PERMANENT EMPLOYMENT AGREEMENT

This agreement is made and entered into between YOUR OTHER OFFICE IN THE KEYS, INC., a Florida Corporation ("Company"), and Government Services Group ("Business Operator"). In consideration the mutual covenants below, Company and Business Operator agree as follows:

1. SERVICES FURNISHED. Company shall furnish to Business Operator a temporary employee trained and qualified to perform the services described as follows:
   - Attend Waste Water Board meetings.
   - Take complete minutes. Type up minutes for review & distribution.
   - Minutes at $10.00 per typed page.

2. COMPENSATION FOR SERVICES. Business Operator agrees to compensate Company for the services provided pursuant to this contract as follows:
   A. During regular business hours at the rate of $15.00 dollars per hour.
   B. For each hour in excess of 8 hours in any regular business day, or in excess of 40 hours per week or on weekends or holidays at the rate of $22.50 per hour.
   C. All payments made under this agreement shall be made directly to Company on a weekly basis, or as invoiced. A late fee of $25.00 will apply for all payments received 20 days after invoice date.

Initial Initial

FOUR (4) HOUR MINIMUM PER DAY/Visit
3. PERMANENT PLACEMENT. If during term of this Agreement, or for a period of one (1) year after the termination of this Agreement, Business Operator enters into a direct employer-employee relationship with any temporary employee provided by the Company, Business Operator agrees to pay Company a placement fee in the amount of $2,600.00 if permanent placement is done within the first 30 days of temporary employment; $1,000.00 if permanent placement is done at the completion of 90 days of temporary employment. Any placement fees other than those listed in this document must be in writing and agreed to by the Company in advance.

4. GENERAL CONDITIONS. It is understood and agreed that any temporary employee provided by Company pursuant to this contract shall nor be deemed an employee of the Business Operator but rather as an independent contractor. Business operator agrees not to enter into a direct employer-employee relationship with any temporary employee provided by the Company without written consent of Company in advance.

5. CONFIDENTIALITY. Company shall prohibit any temporary employee, provided pursuant to this contract, from disclosing to third parties any of Business Operator's confidential business information.

6. ATTORNEY'S FEES. Business Operator agrees to pay Company's reasonable attorney's fees and costs incurred in connection with any effort to collect any payment provided for herein or to enforce any term of this agreement.

In Witness whereof, the parties have executed this agreement on 15th day of December 2003.

YOUR OTHER OFFICE IN THE KEYS, INC.

BY: Cynthia Carley, President

Charles L. Sweet, Director of Operations

Type or print above name & Title
COMPANY NAME:  

ACCOUNT #: 230

PHYSICAL ADDRESS:

MAILING/BILLING ADDRESS:

CLIENT PHONE NUMBER: 451-5105

OFFICE HOURS:

TYPE OF BUSINESS:

OWNER/MANAGER: Faith Doyle

IMPORTANT PHONE NUMBERS:

BACK LINE NUMBER: FAX: 407-629-6963

BEEPER: CELLULAR:

E-MAIL:

SPECIAL INSTRUCTIONS:
**Transmission OK**

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Key Largo Wastewater Treatment District
Board of Commissioner’s Meeting Agenda
5:00 PM Wednesday, December 17, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida

A. Call to Order
B. Pledge of Allegiance
C. Additions, Deletions or Corrections to the Agenda
D. Public Comment
E. Action Items

DM - 1. Approval of Pending Payments List
DM - 2. Approval of the Final TIB Loan Documents
  3. Approval of KLWTD Board Meeting Schedule for 2004
     a. Setting the procedure manual workshop date
     b. Approval for advertisement of regular meetings and workshop
     c. Changing Regular Meeting Time from 4:00 p.m. to 5:00 p.m.

F. General Manager’s Report

LIS - 1. Report on USBF
DM - 2. Review of the County Grant Reimbursement Financial Records and
    Presentation of the List of KLWTD Financial Files
    4. Projected Financial Statement

G. Legal Counsel’s Report

1. Report on Sunshine Law and Informal Responses
2. Report on the Draft Interlocal Agreement Between KLWTD and Monroe County Concerning the Distribution of MSTU Funds
3. Report on the Monroe County Land Transfer

H. Engineer’s Report for the Period Ending December 9, 2003

I. Commissioner’s Items

1. Discussion – reevaluate the GSG Scope of Services to amend GSG contract to bring about greater Board control over monthly GSG billings to equate to the services that are rendered for that month and to redefine the scope of the manager’s position/responsibilities to more efficiently, effectively and properly carry out the policies and directions of the Board – Commissioner Brooks
2. Discussion on various sections within the Haskell/KLWTD Design Build Contract – Commissioner Brooks
3. Discussion on Commissioner’s requesting issues to be placed on the agenda and commissioners presenting information/handouts during the meetings – Commissioner Brooks
4. Discussion on Bonding future projects with the $2700 Impact Recovery Fee as proposed by Monroe County and the DCA – Commissioner Brooks
5. Discussion on Public Records and Commissioner’s request for District documents – Commissioner Brooks

J. Meeting Adjournment
Key Largo Wastewater Treatment District
Board of Commissioner's Meeting Agenda
5:00 PM Wednesday, December 17, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida

A. Call to Order
B. Pledge of Allegiance
C. Additions, Deletions or Corrections to the Agenda
D. Public Comment

E. Minutes – Draft November 5, 2003

F. Action Items
   1. Pending Payments List
   2. Approval of Final TIF loan
   3. K LWTD Board Meeting Schedule for 2004
      a. Setting the procedure manual workshop date
      b. Approval for advertisement of regular meetings and workshop
      c. Changing Regular Meeting Time from 4:00 p.m. to 5:00 p.m.

G. General Manager's Report
   1. Report on USBF
   2. Review of the County Grant Reimbursement Financial Records
      a. Presentation of the list of K LWTD Financial Files

H. Legal Counsel's Report
   1. Report on Sunshine Law and Informal Responses
   2. Interlocal Agreement between K LWTD and Monroe County

I. Engineer's Report
   1. Monroe County Land transfer

J. Commissioner's Items
   1. Discussion – reevaluate the GSG Scope of Services to amend GSG contract to bring about greater Board control over monthly GSG billings to equate to the services that are rendered for that month and to redefine the scope of the manager's position/responsibilities to more efficiently, effectively and properly carry out the policies and directions of the Board – Commissioner Brooks
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   5. Discussion on Public Records and Commissioner’s request for District documents – Commissioner Brooks
K. Meeting Adjournment
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Tuesday, December 09, 2003 1:23 PM
To: Faith Doyle
Subject: Re: draft 12-17 KLWTD agenda

Faith, please add to Counsel's agenda item reports on the Monroe County land transfer (you can add my email of earlier today as materials) and the MSTU interlocal agreement. The materials re the MSTU are the fax that I sent earlier.

Tom

----- Original Message ----- 
From: "Faith Doyle" <FDoyle@govmserv.com>
To: "Andrew M. Tobin Esq. (E-mail)" <Tobinlaw@terranova.net>; "Charles S. Brooks (E-mail)" <cbrooks442@aol.com>; "Charles Sweat" <csweet@govmserv.com>; "Cris Beaty (E-mail)" <cris.beaty@ihrc.com>; "David Miles" <DMiles@GovMServ.com>; "Ed Castle" <edrcastle@aol.com>; "Gary Bauman (E-mail)" <g.bauman@dolphinpatioandgrill.com>; "Jeff Weiler" <jeff@weilerengineering.org>; "Jerry Wilkinson (E-mail)" <jerry142@terranova.net>; "Robert Sheets" <rsheets@govserv.com>; "Thomas Dillon" <ThomasDillon@terranova.net>
Sent: Tuesday, December 09, 2003 12:54 PM
Subject: draft 12-17 KLWTD agenda

> <<KLWTD 1st draft 12-17 .doc>>
> 
> Gentlemen,
> 
> Please forward you back up material to me by Noon on Wednesday 12-10-03 so that it may be included with the agenda package. The agenda package will be sent out by end of business Wednesday 12-10-03 so that all members have sufficient time to review the action/discussion materials prior to the meeting.
> 
> thank you
> 
> Faith Doyle
> Clerk to the Board
> c/o Government Services Group, Inc.
> 614 N. Wymore Road
> Winter Park, FL 32789
> Phone (407) 629-6900
> Fax (407) 629-6963
> Cell (321) 246-0059
> 
>
In addition to the two items below, we need to have an agenda item to present the list of KLWTD Financial Files and to provide a copy of the Monroe County Grant documentation.

-----Original Message-----
From: David Miles
Sent: Monday, December 08, 2003 8:10 PM
To: Faith Doyle
Subject: RE: 1st draft of KLWTD agenda......

Two agenda items need to be added. First our December Payments Register will be presented. Second will be final approval of loan documents and first draw request from TIB line of credit.

-----Original Message-----
From: Faith Doyle
Sent: Monday, December 08, 2003 5:05 PM
To: Robert Sheets; 'gbauman@dolphinpationandgrill.com'
Cc: 'thomasdillon@tteranova.net'; 'edcastle@aol.com'; 'jeff@wellerengineering.com'; Charles Sweat; David Miles
Subject: 1st draft of KLWTD agenda......
Importance: High

Gentlemen please review and advise of any additions, deletions or corrections......

<< File: KLWTD 1st draft 12-17 .doc >>
I'd like to send the draft to the board first thing tomorrow morning,

sorry for the delay and

thanks for your help,

Faith Doyle
Clerk to the Board
c/o Government Services Group, Inc.
614 N. Wymore Road
Winter Park, Fl. 32789
Phone (407) 629-6900
Fax (407) 629-8963
Cell (321) 246-6059
Faith Doyle

From: CBrooks442@aol.com
Sent: Monday, December 08, 2003 3:51 PM
To: FDoyle@govmserv.com
Subject: Items for Agenda 12-17

Faith

Please place these items on the agenda for the KLWTD board meeting December 17, 2003.

Action Items
Discussion/Approval -- Reevaluate the G. S. G. scope of services. To amended G. S. G. contract to bring about greater board control over monthly G. S. G. billings to equate to the services that are rendered for that month. To redefined the scope of the manager's position/responsibilities to more efficiently, effectively and properly carry out the policies and directions of the board.

Commissioner Items
Commissioner Charles Brooks

Discussions -- On Various Sections within the Haskell/KLWTD Design Build Contract.

Discussions -- Commissioners requesting issues to be placed on the agenda and commissioners presenting information/handouts during the meetings.

Discussion -- Bonding Future Projects with the $2700 Impact Recovery Fee (IRF) As Proposed by Monroe County and DCA.

Discussion -- Regarding Public Records and Commissioners Request for District Documents.

Respectfully Submitted December 8, 2003 3:38 pm

Sincerely
Commissioner Charles Brooks
KLWTD
Faith Doyle

From: CBrooks442@aol.com
Sent: Tuesday, December 09, 2003 2:44 PM
To: FDoyle@govmserv.com
Subject: Re: Items for Agenda 12-17

Faith

I will have additional backup info on the requested agenda items for 12 -- 17, but unfortunately at that time I have not finished research and compiling the information. I will provided at a later date and distributes to you and board members prior to or at the beginning of the meeting.

But you can add this e-mail which is a reply to your e-mail to the backup for the requested -- discussion/action item -- that the general manager at his discretion has moved to only a discussion item.

Sincerely
Commissioner Charles Brooks
KLTWD
Key Largo Wastewater Treatment District
Board of Commissioner's Meeting Agenda
5:00 PM Wednesday, December 17, 2003
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, Monroe County, Florida

A. Call to Order
B. Pledge of Allegiance
C. Additions, Deletions or Corrections to the Agenda
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   2. Approval of the Final TIB Loan Documents
   3. Approval of KLWTD Board Meeting Schedule for 2004
      a. Setting the procedure manual workshop date
      b. Approval for advertisement of regular meetings and workshop
      c. Changing Regular Meeting Time from 4:00 p.m. to 5:00 p.m.
F. General Manager's Report
   1. Report on USBF
   2. Review of the County Grant Reimbursement Financial Records and
      Presentation of the List of KLWTD Financial Files
   4. Projected Financial Statement
G. Legal Counsel's Report
   1. Report on Sunshine Law and Informal Responses
   2. Report on the Draft Interlocal Agreement Between KLWTD and Monroe
      County Concerning the Distribution of MSTU Funds
   3. Report on the Monroe County Land Transfer
   4. Report on Randazza Warranty
   5. Report on Haskell Performance Bond
H. Engineer’s Report for the Period Ending December 9, 2003
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      effectively and properly carry out the policies and directions of the Board –
      Commissioner Brooks

Page 1 of 2
2. Discussion on various sections within the Haskell/KLWTD Design Build Contract – Commissioner Brooks
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5. Discussion on Public Records and Commissioner’s request for District documents – Commissioner Brooks

J. Meeting Adjournment
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Wednesday, December 10, 2003 8:21 AM
To: Faith Doyle
Subject: MSTU Ordinance

Faith, please include the attached email in the Board package for the meeting of 12/17/03. This is the second of two emails to the County Attorney's office in regard to the ordinance.

Thanks, Tom
Faith Doyle

From: Thomas M. Dillon [thomasdillon@terranova.net]
Sent: Tuesday, December 09, 2003 4:15 PM
To: Faith Doyle
Subject: MSTU ordinance

Faith, please include the attached email in the Board package for the meeting of 12/17/03.
Thanks, Tom
**TRANSMISSION OK**

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<td>12/09 18:12</td>
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<td>RESULT</td>
<td>OK</td>
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</tbody>
</table>
ATTN. Ms. Faith Doyle

Fax Number 1-407-629-6963

Phone Number

FROM Thomas Dillon

Fax Number 305-853-2693

Phone Number 305-304-6735

SUBJECT MSTU Draft Interlocal Agreement

Number of Pages 12

Date 12/9/2003

MESSAGE

Faith,

Please put the draft interlocal agreement on the agenda for next Board meeting. The draft from the County Attorney's office is attached. I will review it and provide comments this week.

Tom
Office of the
COUNTY ATTORNEY
PO Box 1026
Key West, FL 33041-1026
PHONE - 305/292-3470
FAX - 305/292-3516

FROM: John R. Collins

TO: Thomas M. Dillon

COMPANY: 

RE: 

FAX NO: 853-2693 PHONE NO: 304-6735
PAGES: 1 (line corner) DATE: 12-9-03

COMMENTS: Draft #1 - Interlocal Agreement
Key Largo Wastewater Treatment District
Attached Ordinance # 018-2003
TRANSMISSION OK

TX/RX NO 0942
CONNECTION TEL 18502247206
CONNECTION ID
ST. TIME 12/09 18:07
USAGE T 01'58
PGS. SENT 13
RESULT OK
Fax Transmittal

TO: Robert

From: Faith

Subject: KLWD Intraflow

Date: 12-9-03  Fax No.

This transmittal consists of 13 page(s). Please call 407-629-6900 if you have not received all pages indicated.
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   1. Review of the County Grant Reimbursement Financial Records and
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   2. Status Report on the KLWTD Transition Plan
   3. Interim Financial Statements as of November 30, 2003
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   1. Report on Sunshine Law and Informal Responses
   2. Report on the Draft Interlocal Agreement Between KLWTD and Monroe
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J. Meeting Adjournment
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J. Meeting Adjournment
Room Set-up

1. Chris Beatty
2. Charles Brooks
3. Gary Baumann
4. Andy Tobin
5. Jerry Wilkinson
6. Robert Sheets
7. Thomas Dillon
8. David Miles
9. Ed Castle

(Please call with any questions or concerns (321) 246-0054

Faith)
Key Largo Wastewater Treatment District
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      Motion: Changing Regular Meeting Time from 4:00 p.m. to 5:00 p.m.
      by ( ) 2nd ( ) Discussion - Approved unanimously
   F. General Manager's Report
      1. Review of the County Grant Reimbursement Financial Records and
         Presentation of the List of KLWTD Financial Files
      2. Status Report on the KLWTD Transition Plan
      3. Interim Financial Statements as of November 30, 2003
         4. CCRD Process - Where are we today?
   G. Legal Counsel's Report
      1. Report on Sunshine Law and Informal Responses
      2. Report on the Draft Interlocal Agreement Between KLWTD and Monroe
         County Concerning the Distribution of MSTU Funds
      3. Report on the Monroe County Land Transfer - no action required
      4. Report on Randazza Warranty
      5. Report on The Haskell Company's Performance Bond
   H. Engineer's Report for the Period Ending December 9, 2003
      1. a. Add-on
   I. Commissioner's Items
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         Commissioner Brooks
12-17-03

4.30 7:02pm  missing

B) introduce new clerk
C) addition to I-3
Add on 5 & 6 to I. by chair

E) 1) Table after TIB
    2) Motion by O second O
Discussion. Clarify that use passed unanimously

C) Wants detailed time billing information
O requested back-up for last 60 days
O agreed to provide.

O additional questions on disbursement.
O suggested adding a column funds source capital vs. operations budget.
CIP - OK

O confirms liability expiration dates disc. on funding per O table to whom
    David archives.

E. 3) Change Jan 21st to 14th
Rm. 7, 14
O passed unanimous

F. 3) Jan 14th at 4:00
O suggested free form style to Workshop
2 & 3 keep only time critical items on agenda for Kea. meeting.
Advertise a regular meeting on Jan 14th at 9 instead of 5 - advertise regular meeting with c and c item on agenda will be a workshop - motion passed unanimously

David arrived 5:35 pm
E-1 resumed

(7) agreed to add column questions:
(7) explained the fund accounting basics
(4) requested 3 main projects + total column for a monthly report

Operating
(3) Capital - Park
(2) Capital - Village

6 & 7 outlined that they clearly understand the T & B funds will only be used for administrative purposes

(2) - how much has FKAA actually received & how can it be used? - @ would like to see a report on what is available + what has been spent?

(2) asked for a clarified lists for disbursement
(2) approved for submission to FKAA for payment
(1) approved to write a check.

3-1 (0) motion to approve (5) 3rd discussion - remove 2 capital
1. Motion to approve G-2, 2nd by (2).
   
2. Yes
3. Yes
4. Yes
5. No

3. Yes -

4. 4 & 3 moved Item G-2 to an action item to allow votes.

3. Finished - No action required - BOCZ appears today.

4. 4 corrections: only for 2 years.

6. 9's opinion that

5. Yes - per (9)

Opinion from audience was from - Randazza?
Lengthy Board discussion on testing standards and testing.

1.1) Key is that the Engineer of Record signs off on calculations. Brown & Caldwell is moving along on KT Trailer Village.

Would like to make a Caloosa Cove Power Point presentation at the Jan 7 meeting.

4) Questioned the need for a full Powerpoint presentation. 8 explained the presentation will demonstrate cost variations - Board agreed to accept the presentation.

2) Questioned time to pre-permit - 8 responded, possibly 3 months.

Discussion

1.3) Requested a move to discussion item #3 move ahead as he needed to leave early.

Addendum

6) O has more financial questions on Caloosa project.

7) 35% matching
(3) What is the County offering?

stated that in a discussion with Mayor Nelson, the District doesn't need to do anything. Mayor Nelson will get the funds for the District. He is only asking for a commitment of the $37500 impact recovery fee for future projects.

(4) made point he is opposed to Committing Recovery Fees of the future when the District has yet to collect any fees.

Suggested do Board to hold off on a lot of further discussion on a lot of future projects. It might be better to let Marathon of the Village push ahead & make some of the errors and let the District learn from them & their efforts.
amended & 2nd

4 payments removed from payment list

# 3-95g
# 3-950
# 3 -

6. Board will receive all invoices upon receipt. Staff & Engineers will begin reviewing & approving & submitting to FRAA for re-imbursability. Then

7. Approved as amended - unanimously

F.)

1.) Presentation & clarification of copy of records. Discussion between 49th  &
DRAFT 7 as to content of 5 draws & with format of reports.

1.) Audit is underway by Mull & Assoc.

F.)

2.) Outlined planned schedule for Jan 7th meeting.

9.) Explained his reasoning for leaving some specific dates of reports undefined.

F.) 3.) Presented by 7

4.) Raised the question of why prepare this report each month - Clarified by 78
-1, 2, 4 to next meeting

(1) to adjourn

(2) joined

approved at 9:15 pm
INTERLOCAL AGREEMENT  
Key Largo Wastewater Treatment District  

THIS INTERLOCAL AGREEMENT (Agreement) is entered into pursuant to Sec. 163.01, FS, by and between Monroe County, a political subdivision of the State of Florida, (County), and the Key Largo Wastewater Treatment District, an independent special district, (KLWTD).

WHEREAS, the Board of County Commissioners created the following municipal services taxing unit (MSTU): The Key Largo Wastewater Treatment MSTU (Ordinance No. 018-2003) for the purpose of funding the costs associated with the administration, planning and development of wastewater and reclaimed water projects within the MSTU, the boundaries of which are identical to the boundaries of the KLWTD;

WHEREAS, the KLWTD is authorized by Chap. 2002-337, Laws of Florida, to plan, design, and develop wastewater treatment systems and KLWTD employs, or has under contract, individuals professionally qualified to accomplish those tasks;

WHEREAS, the County desires that the KLWTD perform the planning and development studies necessary as a condition precedent to the development of central wastewater collection and treatment infrastructure and to develop the infrastructure needed to serve the property owners within the MSTU;

WHEREAS, the KLWTD is able and willing to undertake the tasks afore described; now, therefore

IN CONSIDERATION of the mutual consideration and promises set forth below, the parties agree as follows:

1. The parties agree that the revenue to fund this agreement consists of the annual ad valorem tax levied on real estate within the MSTU created by Ordinance No. 018-2003. A copy of the MSTU Ordinance is attached to and incorporated in this agreement as Exhibit A. In each fiscal year during the term of this agreement the County’s obligation to pay the KLWTD for services rendered under this agreement may not exceed the total amount of revenue actually collected from the ad valorem tax levied within the MSTU. The County also reserves the right to fund this
agreement from any legally available revenue source which is not ad valorem in an amount equal to that which would be generated by the MSTU ad valorem levy.

2. a) The ad valorem tax revenue collected by the MSTU shall be used solely to pay for and provide funding for administration, planning, and development costs associated with and incurred in advancing of wastewater and reclaimed water projects within and benefiting the KLWTD MSTU, without regard to whether the costs were incurred by the KLWTD before or after the effective date of Ordinance No. 018-2003 (May 20, 2003).

b) All funds transferred by the County to the KLWTD under this agreement may only be spent for the purposes described in subparagraph 2(a) of this agreement. Upon the effective date of this agreement, the County shall pay to the KLWTD 20% of the amount of ad valorem tax revenue estimated by the Clerk of the Circuit Court (Clerk) to be collected by the MSTU in fiscal year 2003-2004. Thereafter, during the course of the fiscal year the KLWTD may request additional payments of 20% upon submission of documentation of previous expenditures equaling 20% of the total amount of ad valorem revenue collected until the total amount of ad valorem tax revenue collected by the MSTU for the fiscal year is exhausted. For the purposes of this agreement the phrase “total amount of ad valorem revenue collected” excludes those amounts paid to the Property Appraiser, Tax Collector and Clerk for their services in collecting and dispensing the MSTU ad valorem tax revenue. The disbursement process just described shall also be utilized in the subsequent fiscal years of this agreement.

For funds forwarded or transferred to the KLWTD under this agreement, the KLWTD must establish fiscal control and fund accounting procedures that comply with generally accepted government accounting principles, satisfactory to the Clerk, in order to assure that the MSTU funds transferred to the KLWTD are spent for the purposes set forth in this agreement. All KLWTD financial records pertaining to this agreement must be made available, upon request, to the Clerk, an auditor employed by the County or the State of Florida. Any funds transferred by the MSTU to the KLWTD under this agreement that are determined by the Clerk, an auditor employed by the County or employed by the State to have been spent on a purpose not contemplated by this agreement must be paid back to the County with interest calculated pursuant to Sec. 55.03(1), F.S.,
from the date the auditor determines the funds were expended for a purpose not authorized by this agreement. The K LWTD agrees to provide the Clerk with quarterly status reports concerning the expenditure of MSTU funds in sufficient detail to demonstrate compliance with the provisions of this agreement.

c) Written notices required by this Agreement shall be sent by certified mail or a national courier service (e.g. Federal Express) to:

For the County
George Garrett, Director
Marine Resources
Marathon Government Center
2798 Overseas Highway
Marathon, FL 33050

For the K LWTD
David Miles, Director
Key Largo Wastewater Treatment District
Attn: Finance Department
614 North Wymore Road
Winter Park, FL 32789-2862

3. This agreement will terminate at the end of fiscal year 2007-2008.

4. The parties agree that this written document represents their final mutual agreement and replaces any prior agreements, understandings, or communications on the subject matter of this agreement, whether written or oral.

5. This agreement will take effect on the date a copy executed by both parties is filed with the Clerk of the Courts of Monroe County, Florida.

IN WITNESS WHEREOF, the parties hereto have set their hands and seals this ______ day of ______________________, 2004.

(SEAL)
ATTEST: DANNY L. KOLHAGE, CLERK

By ___________________________
Deputy Clerk

(SEAL)
Attest:

By ___________________________
Secretary

Key Largo Wastewater
District Board

By ___________________________
Chairman

Monroe County Attorney
Approve as to Form:

ROBERT N. WOLFE
Chief Assistant County Attorney
Date 11-16-03
AN ORDINANCE OF MONROE COUNTY, FLORIDA, CREATING THE KEY LARGO WASTEWATER TREATMENT DISTRICT MUNICIPAL SERVICE TAXING UNIT LOCATED WITHIN THE UNINCORPORATED AREA OF MONROE COUNTY, FLORIDA, TO PROVIDE WASTEWATER AND RECLAIMED WATER SERVICES AND FACILITIES; DEFINING THE BOUNDARIES OF THE UNIT; AUTHORIZING THE BOARD TO ANNUALLY LEVY AD VALOREM TAXES WITHIN THE BOUNDARIES OF SUCH UNIT NOT TO EXCEED 0.35 MIL; AUTHORIZING THE USE OF THE TAX REVENUE FOR ENUMERATED PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

BE IT ORDAINED BY THE BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA THAT:

SECTION 1. TITLE. This ordinance may be cited as the Key Largo Wastewater Treatment District (K LWTD) Municipal Service Taxing Unit (MSTU).

SECTION 2. AUTHORITY AND PURPOSE.

(A) This Ordinance is enacted under the authority of Article VIII, Section 1, Florida Constitution, and Sections 125.01 and 125.66, Florida Statutes. The Board of County Commissioners (the "Board") of Monroe County, Florida, has all powers of local self-government to perform county and municipal functions and to render services in a manner not inconsistent with general law and such power may be exercised by the enactment of county ordinances and resolutions.

(B) Section 125.01(1)(q), Florida Statutes, provides specific legislative authorization for counties to establish a municipal service taxing unit for any part or all of the unincorporated areas within its boundaries, or within the municipal boundaries of an incorporated area upon consent of the governing body of such municipality, within which may be provided essential facilities and services.

(C) The purpose of this Ordinance is to create a municipal service taxing unit to fund the provision of municipal services associated with the administration, planning and
(D) This Ordinance is adopted to fulfill the request of the Key Largo Wastewater Treatment District and in consideration of the Board's obligations under a Transition Agreement by and between the Key Largo Wastewater Treatment District, the Florida Keys Aqueduct Authority (the "Authority"), and the Board to provide limited funding source for the reimbursement and provision of municipal services relating to administration, planning and development of wastewater and reclaimed water projects (the "Transition Agreement").

SECTION 3. CREATION OF MUNICIPAL SERVICE TAXING UNIT.

(A) Pursuant to the provisions of section 125.01(1)(q), Florida Statutes, there is hereby created a municipal service taxing unit for that portion of the County within the unincorporated of Key Largo under the jurisdiction of the KLWTD. Such municipal service taxing unit shall be known as the Key Largo Wastewater Treatment District Municipal Service Taxing Unit. All matters concerning such municipal service taxing unit shall be governed by the Board.

(B) The boundaries of the Key Largo Wastewater Treatment District Municipal Service Taxing Unit (MSTU) shall embrace and include territory consisting of Key Largo including all lands east of Tavernier Creek, including Tavernier, Key Largo and Cross Key, with the exception of Ocean Reef.

(C) From time to time the Board may by resolution take any action not inconsistent with this Ordinance or the Transition Agreement to assist the KLWTD in funding the administration, planning and development of wastewater and reclaimed water projects within and benefiting the Key Largo Wastewater Treatment District Municipal Service Taxing Unit.

SECTION 4. AUTHORIZATION OF AD VALOREM TAXES.

(A) The Board is hereby authorized, in the manner and under the authority provided by section 125.01(1)(q) and (r), Florida Statutes, to levy and collect additional ad valorem taxes at a millage rate not to exceed 0.35 mil upon real and personal property within the Key Largo Wastewater Treatment District Municipal Service Taxing Unit commencing with County fiscal year 2003-2004. The foregoing millage limitation shall not be increased without the Key Largo Wastewater Treatment District first adopting a resolution consenting thereto.
(B) The collection of ad valorem taxes as authorized herein shall cease after four (4) consecutive fiscal years and the Key Largo Wastewater Treatment District Municipal Service Taxing Unit shall terminate at the end of County fiscal year 2007-2008.

SECTION 5. USE OF REVENUE; IMPLEMENTATION.

(A) Revenues derived from ad valorem taxes levied within the Key Largo Wastewater Treatment District Municipal Service Taxing Unit pursuant to Section 4 shall be used solely to pay for and provide funding for administration, planning and development costs associated with and incurred in advancing of wastewater and reclaimed water projects within and benefiting the Key Largo Wastewater Treatment District Municipal Service Taxing Unit.

(B) The Board shall adopt a budget for the Key Largo Wastewater Treatment District Municipal Service Taxing Unit for the fiscal year beginning October 1, 2003, and each year thereafter, at the same time and in the same manner as the County budget. Such budget shall contain all or such portions of the costs incurred and planned in conjunction with the funding of municipal services contracted to be provided by the Authority under any interlocal agreement.

SECTION 6. SEVERABILITY. Should any provision of this Ordinance be declared by a court of competent jurisdiction to be invalid, the same shall not affect the validity of this Ordinance as a whole, or any part thereof, other than the part declared to be invalid.

SECTION 7. CONFLICT WITH OTHER ORDINANCES. All ordinances or parts of ordinances in conflict with this Ordinance are hereby repealed to the extent of said conflict.

SECTION 8. INCLUSION IN THE CODE OF ORDINANCES. The provisions of this Ordinance shall be included and incorporated in the Code of Ordinances of the County of Monroe, Florida, as an addition or amendment thereto, and shall be appropriately renumbered to conform to the uniform numbering system of the code.

SECTION 9. EFFECTIVE DATE.

(A) The effectiveness of this Ordinance shall be subject to the Key Largo Wastewater Treatment District adopting a resolution consenting to the inclusion of the unincorporated areas of the Key Largo Wastewater Treatment District within the boundaries of the Key Largo Wastewater Treatment District Municipal Service Taxing Unit.
(B) After enactment by the Board, this Ordinance shall be filed with the Department of State as provided in section 125.66(2), Florida Statutes, said filing to be effective on or before June 30, 2003.

[Remainder of page intentionally left blank.]
PASSED AND ADOPTED by the Board of County Commissioners, Monroe County, Florida at a regular meeting of said Board held on this 20th day of May, 2003.

Mayor Dixie Spehar
Mayor Pro Tem Murray Nelson
Commissioner George Neugent
Commissioner Charles “Sonny” McCoy
Commissioner David Rice

yes
no
yes
yes

BOARD OF COUNTY COMMISSIONERS
OF MONROE COUNTY, FLORIDA

By: Dixie M. Spehar
Mayor/Chairperson

Danny Kolhage, Clerk

By: James Hancock
Deputy Clerk

APPROVED AS TO FORM
AND LEGAL SUFICIENCY

FILED FOR RECORD
2003 JUN 17 AM 11:50
DANNY L. KOLHAGE
MONROE COUNTY, FLA.

2003 JUN 17 AM 11:50
ROBERT H. WHITE
DANNY L. KOLHAGE
MONROE COUNTY, FLA.

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EXHIBIT A

KEY LARGO WASTEWATER TREATMENT DISTRICT MUNICIPAL SERVICE TAXING UNIT AREA

The Municipal Services Taxing Unit will include all areas within the boundaries of the Key Largo Wastewater Treatment District inclusive as identified in the attached map graphic.
2. Discussion on Commissioner's requesting issues to be placed on the agenda and commissioners presenting information/handouts during the meetings – Commissioner Brooks
3. Discussion on Bonding future projects with the $2700 Impact Recovery Fee as proposed by Monroe County and the DCA – Commissioner Brooks
4. Discussion on Public Records and Commissioner's request for District documents – Commissioner Brooks

J. Meeting Adjournment

Project Management Plan
in Marathon 10:00 am

Caloosa proposed - Status Report

3-add-ons - blue sheet
hello Cindy -

Please give all the recording equipment sign in sheet and anything else to DAVID MILES to hand carry back to me in Orlando.

If Charlie Brooks wants to take the audio tapes with him that's O.K.

He dubs then onto CD Rom's!

Thanks for all!