November 3rd
2004
KEY LARGO WASTEWATER TREATMENT DISTRICT BOARD OF COMMISSIONERS MEETING

AGENDA

Wednesday, November 3, 2004 at 5:00 PM
Key Largo Civic Club, 209 Ocean Bay Drive
Key Largo, FL

Gary Bauman ~ Chairman
Cris Beaty ~ Secretary
Charles Brooks ~ Commissioner
Andrew Tobin ~ Commissioner

Charles F. Fishburn General Manager
Thomas Dillon District Counsel
Carol Simpkins Board Clerk

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the Board Clerk at 305-451-5105 at least 48 hours in advance to request accommodations.

I. CALL TO ORDER

II. PLEDGE OF ALLEGIANCE

III. ROLL CALL

IV. APPROVAL OF AGENDA WITH ANY ADDITIONS OR DELETIONS

V. APPROVAL OF MINUTES
1. October 20, 2004 (Action) TAB 1

VI. PUBLIC COMMENT

KLWTD Agenda
November 3, 2004
VII. FINANCIAL OFFICER'S REPORT

2. Approval of Pending Payments list for November 3, 2004  (Action) TAB 2
3. Project Fund Status Report TAB 3

VIII. LEGAL COUNSEL REPORT

4. Candidates and the Sunshine Law TAB 4
5. Briefing of Commissioners elect TAB 5
6. Mediation TAB 6

IX. ENGINEERS REPORT

7. KLTV Construction Update

X. GENERAL MANAGER'S REPORT

8. KLTV Escalation TAB 7
9. KLP Update TAB 8
10. Roevac Purchase Order TAB 9
11. Rate Study Update  (Action) TAB 10
12. Monroe County Future Projects Meeting TAB 11
13. CDBG Grant Status TAB 12

XI. COMMISSIONER'S COMMENTS

XII. ADJOURNMENT

ITEMS OF ONGOING CONCERN

a) Water Quality Testing
b) Project request for FEMA deadline extension
c) CDBG Grants and/or funds for private connection
d) Procedures
e) Website Development
f) Elections at Large versus Seats
g) Agency Coordination
h) Inter-local Government Task Force
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: November 3, 2004
Agenda Item No. 1

[ ] PUBLIC HEARING [ ] RESOLUTION
[ ] DISCUSSION [ ] BID/RFP AWARD
[X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Minutes of Oct. 20, 2004 Board Meeting

RECOMMENDED MOTION/ACTION: Approval of minutes with any needed additions, deletions or corrections.

Approved by General Manager: [Signature]
Date: 10-27-04

<table>
<thead>
<tr>
<th>Originating Department: Board Clerk</th>
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</thead>
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<tr>
<td>[ ] District Counsel</td>
</tr>
<tr>
<td>[X] General Manager</td>
</tr>
<tr>
<td>[ ] Finance</td>
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| [ ] Engineering |
| [ ] Clerk |

| Attachments: Minutes of 10.20.04 |

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<td>Date:</td>
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</table>

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone or
Not applicable in this case: 
Please initial one.

Summary Explanation/Background:

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
MINUTES
Key Largo Wastewater Treatment District (KLWTD) Board of Commissioner’s Meeting
October 20, 2004 5:00 PM,
Key Largo Civic Club, 209 Ocean Bay Drive

The KLWTD Board of Commissioners met for a regular meeting on Oct. 20, 2004 at 5:00 PM. Present were Chairman Gary Bauman, Commissioners Charles Brooks, Jerry Wilkinson and Andrew Tobin. Commissioner Cris Beaty arrived at 5:10 PM. Also present were General Manager Charles Fishburn, Board Clerk Carol Simpkins, District Counsel Thomas Dillon, Financial Officer Martin Waits, and all appropriate District staff.

Chairman Gary Bauman led the Pledge of Allegiance.

ADDITIONS/DELETIONS TO THE AGENDA.
Commissioner Charles Brooks stated that he will have an update on Federal Funding under Commissioners comments.

Motion: Commissioner Jerry Wilkinson made a motion to approve the agenda. The motion was seconded by Commissioner Charles Brooks

Vote on motion:

<table>
<thead>
<tr>
<th>Board Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner</td>
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<tr>
<td>Andrew Tobin</td>
<td>X</td>
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<tr>
<td>Commissioner</td>
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<td>Charles Brooks</td>
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<td>Commissioner</td>
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<tr>
<td>Jerry Wilkinson</td>
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<td>Commissioner</td>
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<td>Cris Beaty</td>
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<td>Absent</td>
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<tr>
<td>Chairman</td>
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<tr>
<td>Gary Bauman</td>
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Motion passed 4 to 0

MINUTES
Motion: Commissioner Charles Brooks made a motion to approve the minutes of September 29 and October 6, 2004. The motion was seconded by Commissioner Jerry Wilkinson.
Vote on motion:

<table>
<thead>
<tr>
<th>Board Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
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<tbody>
<tr>
<td>Commissioner</td>
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<td>Andrew Tobin</td>
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<td>Commissioner</td>
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<tr>
<td>Charles Brooks</td>
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<td>Commissioner</td>
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<tr>
<td>Jerry Wilkinson</td>
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<tr>
<td>Commissioner</td>
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<td>Cris Beaty</td>
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<td>Chairman</td>
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<tr>
<td>Gary Bauman</td>
<td>X</td>
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</tbody>
</table>

Motion passed 4 to 0

PUBLIC COMMENT: The following persons addressed the Commission: Howard Gelbman, 799 Hazel Street, Key Largo, FL. He expressed concern over the District not having a vote at the Mayors meetings in Marathon since the KLWTD Board, which is comprised of elected officials. He stated that the KLWTD Board should request that the issue be revisited and that the KLWTD Board be allowed to vote on the way the 10 million dollar grant is to be divided up.

ACTION ITEMS

District Counsel Thomas Dillon Contract

Motion: Commissioner Andrew Tobin made a motion to approve the District Counsel Thomas Dillon’s contract. The motion was seconded by Commissioner Cris Beaty.

Vote on motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
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<td>Tobin</td>
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<tr>
<td>Wilkinson</td>
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<tr>
<td>Chairman Bauman</td>
<td>X</td>
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</table>

Motion passed 5 to 0

CHIEF FINANCIAL OFFICERS REPORT

Pending Payments
Financial Officer Martin Waits presented the pending payments schedule for October 20, 2004.

Commissioner Jerry Wilkinson asked about the time delays at the County Clerks office in processing payments. Mr. Waits explained that the turn around time for all entities involved is about four weeks.

Commissioner Cris Beaty asked Mr. Castle if he has reviewed the Haskell Company invoice. Mr. Castle stated that he had reviewed and signed the invoice.

**Motion:** Commissioner Jerry Wilkinson made a motion to approve the pending payments list subject to the availability of the funds for October 20, 2004. Commissioner Cris Beaty made the second.

**Vote on motion:**

<table>
<thead>
<tr>
<th>Board Member</th>
<th>Yes</th>
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<th>Other</th>
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<tbody>
<tr>
<td>Commissioner Andrew Tobin</td>
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<td>Commissioner Jerry Wilkinson</td>
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<tr>
<td>Commissioner Cris Beaty</td>
<td>X</td>
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<tr>
<td>Chairman Gary Bauman</td>
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</table>

Motion passed 5 to 0

Financial Officer Martin Waits explained that the transition from GSG to KLWTD is completed. All of the transactions have been put into the KLWTD system and they reconcile with the bank statement to the penny. All of the transactions have been identified by account numbers and identified as to belonging in a specific project. He is now working on putting the budget into the system. Mr. Waits reminded the Board that the numbers are unaudited as yet.

**LEGAL COUNSEL REPORT**

Mr. Kinsley has advised the KLWTD Board by letter, that the Haskell Company would like to continue to negotiate the delay claim and if it is not resolved by October 29, 2004 to move to mediation. On that basis District Counsel Thomas Dillon has begun discussions with a company out of Orlando called Trauner Consulting that provides expert witness services, analysis, and testimony both on scheduling and damages. He will provide the Board with information about the firm. He will probably be asking the Board for authority to retain the firm to assist in analyzing the delay claim.

Mr. Kinsley has also suggested a mediator. The contract with the Haskell Company specifies that a mediator be agreed upon before construction starts. This was not done. The Trauner firm has also recommended Mr. Larry Watson, who Mr. Kinsley recommended, but they will also
give the District other recommendations for a mediator. Mr. Dillon recommends that the District take a strong stand, consistent with the law and good faith and fair dealing allows, on this issue so that there will be some discipline in the way that charges are made against the District by Haskell.

Commissioner Cris Beaty asked if mediation meant that there will be some sort of financial settlement on the District’s behalf. Mr. Dillon explained that the District is required under the Contract to use mediation as a means to resolve disputes. If either party does not agree with the mediator’s recommendation then the party that does not agree has to give notice to the other contracting party within a specific amount of time. Then the parties will go on into litigation.

Commissioner Cris Beaty asked if Mr. Dillon feels that the District would be better off financially after going to mediation even after the legal fees are paid. Mr. Dillon thinks the District will be better off after mediation.

General Manager Charles Fishburn said that there will be at least one more attempt to settle the matter with Haskell before the next Board meeting.

Mr. Dillon will do due diligence on mediators and then recommend one or more to the Board.

Commissioner Andrew Tobin stated that just going through the mediation could cost $25,000 and it is non-binding. He hopes that ultimately Mr. Kinsley will get the message that the KLWTD Board will not cave in and that everyone can reach a nominal payment that is fair.

Mr. Dillon informed the Board that the District has received its first “Notice to Owner Notice to Contractor”. This is what protects subcontractors and material suppliers so that they can make a claim against the bond in case they do not get paid. We have generated a form letter to respond to them in compliance with the public records law.

ENGINEERS REPORT

KLTV Construction Update
Ed Castle, Engineer told the Board that 10” pipe had been laid along US 1, that trenching has started, they are past Scotty’s and have started trenching along Kay Drive. Hand clearing has been started on the Treatment Plant site to get in to do the GEO test.

Brown and Caldwell has requested a ninety day extension for the permitting of the Treatment Plant and Higgins Inc. has received their permit for their construction trailer

GENERAL MANAGER’S REPORT

Key Largo Trailer Village Escalation
General Manager Charles Fishburn said that he expects to have at least one more meeting with Peter Kinsley from the Haskell Company to try and resolve the escalation claim before mediation.
Key Largo Park
The vacuum pits for businesses along US 1 are going to be moved to Rock Harbor. Brown and Caldwell will be doing the engineering for the Key Largo Park Project.

Ro evac Purchase Order
General Manager Charles Fishburn explained that he has appealed to Ro evac to hold their price completely. Ro evac in Germany had pulled the franchise agreement with Ro evac in Pittsburg. The purchase order has not been issued to Ro evac yet.

Sexton Cove / Lake Surprise
There will be a meeting in Key West on November 2 concerning the 20 million dollar bond that Mr. Waits and Mr. Fishburn will be attending. Commissioner Charles Brooks requested that he attend also.

Commissioner Charles Brooks asked Mr. Castle where he is in the process of writing the RFQ for Sexton Cove/Surprise Lake. Mr. Castle explained that he is working on the scope that will be put into the RFQ and it should be ready to be released in mid December.

Proposed Ground Breaking
The Board set the Ground Breaking for Wednesday October 27, 2004 at 2:30.

COMMISSIONER COMMENTS
Commissioner Charles Brooks requested a spreadsheet on funding for the projects. General Manager Charles Fishburn stated that on the first meeting of each month a Project Fund Status Report will be presented to the Board.

Commissioner Charles Brooks told the Board that the Army Corp of Engineers is developing an Environmental Assessment for KLWTD. They will be dealing directly with the District concerning the funding of any of the KLWTD projects. The Army Corp has requested a meeting on Thursday October 28, 2004.

Commissioner Andrew Tobin reminded the staff that the Board needs to be updated on the ongoing items such as the Rate Study, Calusa Camp Ground, Rate Books, Rule Books, etc.

Chairman Gary Bauman presented the Board Members plaques commemorating the inaugural KLWTD Board. Tonight’s meeting is the last meeting for Commissioner Jerry Wilkinson.

ADJOURNMENT
After a motion by Commissioner Cris Beaty and second by Commissioner Andrew Tobin to adjourn the meeting adjourned at 7:10 PM.
The K LWTD minutes of October 20, 2004 were approved on ________________.

__________________________________
Chairman Gary Bauman

__________________________________
Carol Simpkins, CMC
Board Clerk
<p>| | |</p>
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</thead>
</table>

**TAB 2**
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 3, 2004
Agenda Item No. 2

[ ] PUBLIC HEARING
[ ] RESOLUTION
[ ] DISCUSSION
[ ] BID/RFP AWARD
[X] GENERAL APPROVAL OF ITEM
[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Pending Payments List

RECOMMENDED MOTION/ACTION: Motion to approve pending payments list for payment contingent upon available funds.

Approved by General Manager
Date: 10-28-04

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<th>Costs: $</th>
<th>Attachments: List of pending payments.</th>
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<td>[X] General Manager</td>
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<td>[ ] Finance</td>
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Yes I have notified everyone______________
or
Not applicable in this case______________:
Please initial one.

Summary Explanation/Background:

Resulting Board Action:

☐ Approved
☐ Tabled
☐ Disapproved
☐ Recommendation Revised
Key Largo Wastewater Treatment District
Payments Pending 11/03/04
Prepared 10/28/04

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<tr>
<th>CONSOLIDATED CASH BALANCE FORWARD</th>
<th>$1,185,445.56</th>
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<td><strong>Administration &amp; Operations</strong></td>
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<tr>
<td>Cash Balance A&amp;O Account Forward</td>
<td>$120,845.99</td>
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<tr>
<td>Plus: None</td>
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<tr>
<td>Sub-total Receipts</td>
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<tr>
<td>Less: Payroll, FICA &amp; Med - October Est.</td>
<td>21,000.00</td>
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<td>Bell South - Local Service</td>
<td>78.21</td>
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<td>Office Depot - Office Supplies</td>
<td>1,641.30</td>
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<td>Creative Services - Inspector's Business Cards</td>
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<td>Visa - Camera, Scanner, Checks &amp; Misc. Expenses</td>
<td>1,442.98</td>
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<td>Martin Waits - WIN XP Pro for Clerk</td>
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<td>The Reporter - Legal Ads</td>
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<td>FedEx - Delivery Charges</td>
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<td>TIB Bank - Federal 940 Deposit</td>
<td>139.45</td>
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<td>Key Breeze Engraving - 9 Plaques</td>
<td>438.30</td>
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<td>Sub-total Invoices</td>
<td>25,103.91</td>
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<td>Cash Balance A&amp;O Account If All Paid</td>
<td>$95,742.08</td>
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<td>Memo: MSTU Draw #5 Submitted 09/17/04</td>
<td>$72,302.56</td>
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<td>MSTU Draw #6 Submitted 10/26/04</td>
<td>$56,549.82</td>
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**Key Largo Park**
Cash Balance KLP Account Forward | (39,835.05) |
Less: None | 0.00 |
Cash Balance KLP Account If All Paid | (39,835.05) |
Memo: Draw Submitted 8/2/04 | $16,450.00 |
MC148 (FKAA) |

**Key Largo Trailer Village**
Cash Balance KLTV Account Forward | $1,104,434.62 |
Less: Staff Payroll Transfer - October Est. | 6,000.00 |
Eyecatchers Signs - Construction Site Balance | 455.70 |
Sub-total Invoices | 6,455.70 |
Cash Balance KLTV Account If All Paid | $1,097,978.92 |
Memo: FEMA/DCA Draw #2 Submitted 10/25/04 | $390,287 |

**CONSOLIDATED CASH BALANCE IF ALL PAID**
$1,153,885.95

Approved for payment:

Gary Bauman, Chairman  Cris Beaty, Secretary
KEY LARGO WASTEWATER TREATMENT DISTRICT

**Agenda Request Form**

Meeting Date: Nov. 3, 2004  
Agenda Item No. 3

[ ] PUBLIC HEARING  
[ ] RESOLUTION

[ ] DISCUSSION  
[ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM  
[ ] CONSENT AGENDA

[ ] Other:

**SUBJECT:** Project Funding Status Report

**RECOMMENDED MOTION/ACTION:** N/A

Approved by General Manager  
Date: 10-28-04

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<th>Originating Department:</th>
<th>Costs: $</th>
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<tr>
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**Summary Explanation/Background:**

**Resulting Board Action:**  
☑ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
Key Largo Trailer Village

TOTAL PROJECT SOURCES AND USES OF FUNDS
September 30, 2004

FUNDING COMMITMENT

<table>
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<tr>
<th>Source</th>
<th>Total</th>
<th>General Comments</th>
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<tr>
<td><strong>Federal:</strong></td>
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<tr>
<td>FEMA I (FKAA)</td>
<td>1,097,143</td>
<td>$642,590 advanced</td>
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<tr>
<td>FEMA II</td>
<td>4,388,571</td>
<td>$1,426,314 advanced</td>
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<td><strong>Subtotal Federal Funds</strong></td>
<td>5,485,714</td>
<td>64%</td>
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<td><strong>State:</strong></td>
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<tr>
<td>SFWMD</td>
<td>100,000</td>
<td>Advanced and spent</td>
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<tr>
<td>DCA Cesspit Grant</td>
<td>804,493</td>
<td>Interlocal amount $1,225,600 / KLP $421,107</td>
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<td>DCA (12.5% FEMA I Match-FKAA)</td>
<td>182,187</td>
<td>$107,098 advanced</td>
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<tr>
<td>DCA (12.5% FEMA II Match)</td>
<td>731,429</td>
<td>$237,719 advanced</td>
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<td><strong>Subtotal State Funds</strong></td>
<td>1,818,109</td>
<td>21%</td>
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<td><strong>Local:</strong></td>
<td></td>
<td></td>
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<tr>
<td>304 Fund (12.5% FEMA I Match-FKAA)</td>
<td>182,857</td>
<td>$107,098 spent by FKAA</td>
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<tr>
<td>304 Fund (12.5% FEMA II Match)</td>
<td>731,428</td>
<td>Reimbursement basis when construction starts</td>
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<tr>
<td>304 Fund (Cesspits)</td>
<td>424,185</td>
<td>Interlocal amount $790,000 / KLP $365,815</td>
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<tr>
<td><strong>Subtotal Local Funds</strong></td>
<td>1,338,470</td>
<td>15%</td>
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<tr>
<td><strong>Total Funds</strong></td>
<td>$8,642,293</td>
<td>Excludes land purchase $826,234 (in kind)</td>
</tr>
</tbody>
</table>

ESTIMATED PROJECT COST

<table>
<thead>
<tr>
<th>Category</th>
<th>Billings to 9/30/04</th>
<th>Estimate To Complete</th>
<th>Total Cost To Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>FKAA Spending</td>
<td>$374,678</td>
<td>$</td>
<td>$374,678</td>
</tr>
<tr>
<td>Weiler Engineering</td>
<td>$84,567</td>
<td>$132,048</td>
<td>$216,615</td>
</tr>
<tr>
<td>Haskell Contract*</td>
<td>$999,950</td>
<td>$6,970,050</td>
<td>$7,970,000</td>
</tr>
<tr>
<td>Government Services Group</td>
<td>$36,445</td>
<td>$4,555</td>
<td>$41,000</td>
</tr>
<tr>
<td>K LWTD Staff Expense / Misc.</td>
<td>$7,432</td>
<td>$32,568</td>
<td>$40,000</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$1,503,072</td>
<td>$7,139,221</td>
<td>$8,642,293</td>
</tr>
</tbody>
</table>

*Possible escalation claim up to $300,000 maximum.
Key Largo Park

TOTAL PROJECT SOURCES AND USES OF FUNDS
September 30, 2004

FUNDING COMMITMENT

<table>
<thead>
<tr>
<th>Source</th>
<th>Amount</th>
<th>Percent</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Federal</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Army Corps.</td>
<td>$330,000</td>
<td>10%</td>
<td>Potentially available</td>
</tr>
<tr>
<td>State</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>FDEP Grant</td>
<td>$1,660,000</td>
<td></td>
<td>$101,466 Advanced</td>
</tr>
<tr>
<td>DCA Cesspit Grant</td>
<td>421,107</td>
<td></td>
<td>Interlocal amount $1,225,600 / KLTV $804,493</td>
</tr>
<tr>
<td>Subtotal</td>
<td>2,081,107</td>
<td>63%</td>
<td></td>
</tr>
<tr>
<td>Local</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>148 Fund</td>
<td>356,000</td>
<td></td>
<td>FKAA used $323,383 for Boyle</td>
</tr>
<tr>
<td>Cesspit Replacement Residual</td>
<td>187,312</td>
<td></td>
<td></td>
</tr>
<tr>
<td>148 Fund (Cesspits)</td>
<td>100,000</td>
<td></td>
<td>Admin portion Interlocal $790,000 (See below)</td>
</tr>
<tr>
<td>304 Fund (Cesspits)</td>
<td>265,815</td>
<td></td>
<td>Interlocal amount $790,000 / KLTV $424,185</td>
</tr>
<tr>
<td>Subtotal</td>
<td>909,127</td>
<td>27%</td>
<td></td>
</tr>
<tr>
<td>Total Funds</td>
<td>$3,320,234</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ESTIMATED PROJECT COST

<table>
<thead>
<tr>
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<th>Billings to 9/30/2004</th>
<th>Estimate To Complete</th>
<th>Total Cost To Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>FKAA Spending</td>
<td>$326,000</td>
<td>0</td>
<td>$326,000</td>
</tr>
<tr>
<td>Weiler Engineering</td>
<td>55,301</td>
<td>72,709</td>
<td>128,010</td>
</tr>
<tr>
<td>Higgins Contract (Proposed)</td>
<td>0</td>
<td>2,200,000</td>
<td>2,200,000</td>
</tr>
<tr>
<td>Higgins (Calusa Pipe Increase)</td>
<td>0</td>
<td>59,400</td>
<td>59,400</td>
</tr>
<tr>
<td>Brown &amp; Caldwell (Calusa Eng'g)</td>
<td>0</td>
<td>5,825</td>
<td>5,825</td>
</tr>
<tr>
<td>Haskell Change Order (Eng'g))</td>
<td>66,391</td>
<td>7,376</td>
<td>73,767</td>
</tr>
<tr>
<td>Government Services Group</td>
<td>18,323</td>
<td>0</td>
<td>18,323</td>
</tr>
<tr>
<td>KLWTD Staff Expense</td>
<td>896</td>
<td>24,104</td>
<td>25,000</td>
</tr>
<tr>
<td>Contingency*</td>
<td></td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td>Total Expenses</td>
<td>$466,911</td>
<td>$2,369,414</td>
<td>$2,986,325</td>
</tr>
</tbody>
</table>

*Certain valves ($59,000) and pits ($54,000) included in the KLTV project may be utilized in the KLP project, in which case funding in the total amount of $113,000 would be transferred from the KLTV project to the KLP project.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: November 3, 2004

Agenda Item No. 4

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] GENERAL APPROVAL OF ITEM
[ ] Other:

RESOLUTION
BID/RFP AWARD
CONSENT AGENDA

SUBJECT: Candidates and Sunshine Law

RECOMMENDED MOTION/ACTION: N/A

Approved by General Manager

Date: 11-28-04

Originating Department: District Counsel

Costs: $
Funding Source:
Acct. #

Department Review:
[ ] District Counsel
[ ] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk

Attachments:

Advertised:
Date: 
Paper: 
[X] Not Required

Yes I have notified everyone________________ or
Not applicable in this case________________
Please initial one.

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Summary Explanation/Background:
See attached email of 10/23/04

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
Thomas Dillon

From: "Thomas Dillon" <thomasdillon@terranova.net>
To: "Carol Simpkins" <cjsimpkins@bellsouth.net>; "Chuck Fishburn" <cffishburn@aol.com>; "Andrew Tobin" <Tobinlaw@Terranova.net>; "Charles Brooks (E-mail)" <cbrooks442@aol.com>; "Cris Beaty (E-mail)" <cris.beaty@ihrco.com>; "Gary Bauman (E-mail)" <g.bauman@dolphinpatioandgrill.com>; "Jerry Wilkinson" <jerry142@terranova.net>
Sent: Saturday, October 23, 2004 2:36 PM
Subject: Candidates and Sunshine

This is just a reminder, as the election approaches, that candidates for election to the KLWTD Board are not covered by the Government in the Sunshine law.

However, once a candidate has become the apparent winner of an election, the candidate is subject to the Sunshine law.

You are free to discuss any matter that may come before the Board with any candidate prior to the election.

After the election, you may not discuss matters that may come before the Board with any successful candidate. There is one exception: Mr. Beaty and Mr. Wilkinson may discuss such matters because they will not serve on the Board with any successful candidate.

Tom
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: November 3, 2004

Agenda Item No. 5

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] GENERAL APPROVAL OF ITEM
[ ] Other:

[ ] RESOLUTION
[ ] BID/RFP AWARD
[ ] CONSENT AGENDA

SUBJECT: Briefing of Commissioners-elect

RECOMMENDED MOTION/ACTION: N/A

Approved by General Manager

Date: 10-28-04

<table>
<thead>
<tr>
<th>Originating Department: District Counsel</th>
<th>Costs: $</th>
<th>Attachments:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Funding Source:</td>
<td></td>
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<td>Acct. #</td>
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<tr>
<th>Department Review: District Counsel</th>
<th>[ ] Engineering</th>
<th>[ ] Advertised:</th>
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</thead>
<tbody>
<tr>
<td>General Manager</td>
<td>[X] Clerk</td>
<td>Date:</td>
</tr>
<tr>
<td>[ ] Finance</td>
<td></td>
<td>Paper:</td>
</tr>
</tbody>
</table>

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone___________

or

Not applicable in this case___________

Please initial one.

Summary Explanation/Background:

See attached email of 10/23/04

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
This is to advise the Board that I will make myself available to the new Board members after the election to discuss any legal matter relating to Board business. There will be no charge for these initial meetings with new Board members.

Tom
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: November 3, 2004  Agenda Item No. 6

[ ] PUBLIC HEARING  [ ] RESOLUTION

[X] DISCUSSION  [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM  [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Trauner Consulting Services, Inc. Proposal

RECOMMENDED MOTION/ACTION: N/A

Approved by General Manager
Date: 10-28-04

<table>
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<td>Funding Source:</td>
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<tr>
<td></td>
<td>Acct. #</td>
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<tr>
<td>[ ] Finance</td>
</tr>
<tr>
<td>[ ] Engineering</td>
</tr>
<tr>
<td>[ ] Clerk</td>
</tr>
</tbody>
</table>

| Attachments: |

<table>
<thead>
<tr>
<th>Advertised:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date: ______</td>
</tr>
<tr>
<td>Paper: ______</td>
</tr>
<tr>
<td>[X] Not Required</td>
</tr>
</tbody>
</table>

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone__________
or Not applicable in this case__________

Please initial one.

Summary Explanation/Background:
See attached proposal of 10/26/04

Resulting Board Action:

☑ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
October 19, 2004

Thomas M. Dillon
Attorney at Law
94220 Overseas Hwy, #2B
Tavernier, FL 33070-3005

RE: Key Largo Wastewater Treatment District

Dear Mr. Dillon,

Thank you for contacting Trauner Consulting Services, Inc. regarding the issues facing the Key Largo Wastewater Treatment District. Pursuant to your request, I have enclosed a firm brochure, company CD, and a fee schedule. Additionally, I have enclosed information on various individuals with Trauner who have significant experience with the types of issues the District is facing. Of those included, the three with the most experience would be Theodore J. Trauner, Jr., P.E., P.P., William A. Manginelli, and J. Scott Lowe, P.E.

Please do not hesitate to contact me with any questions. I look forward to meeting you to further discuss this project.

Very truly yours,

Michelle A. Reddin, Esq. CIT

c: Scott Lowe
   Bob Robinson
**FEE SCHEDULE**

<table>
<thead>
<tr>
<th>Position</th>
<th>Rate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$225 - $325 / Hour</td>
</tr>
<tr>
<td>Vice President</td>
<td>$185 / Hour</td>
</tr>
<tr>
<td>Professional Staff</td>
<td>$95 - $150 / Hour</td>
</tr>
<tr>
<td>Technical Staff</td>
<td>$55 - $75 / Hour</td>
</tr>
<tr>
<td>Support Staff</td>
<td>$45 / Hour</td>
</tr>
</tbody>
</table>

A. **LABOR EXPENSES**

Labor Expenses will be billed for actual services rendered on an hourly basis, in accordance with the above rates. This fee schedule reflects the rates that are in effect at the time of agreement. These rates are subject to change one year after services commence. Hourly billings will be to the nearest quarter of an hour. Travel time will be billed at 50% of the fee schedule rates. Certain technical experts will be billed at rates that may be higher or lower than the fee schedule rates. These technical experts will be named and rates will be provided and agreed to prior to proceeding with the work.

B. **DIRECT EXPENSES**

Direct Expenses are those costs incurred in connection with the project, including, but not limited to, transportation costs, meals and lodging, computer services, telephone, printing, binding and reproduction charges, all costs associated with outside services and facilities, and other similar costs. Reimbursement for Direct Expenses are in addition to Labor Expenses and will be invoiced at actual costs.

C. **INVOICING**

Invoices will be forwarded monthly and are payable upon receipt. Labor Expenses, legal fees, and other costs related to the collection of past due amounts will be paid by the client owing such past due amounts. In addition, invoices not paid within 30 days of the invoice date will incur a service charge of 1½% per month for as long as the invoice remains unpaid.

Rev. 01/17/01
## REPRESENTATIVE EXPERIENCE LIST
### WATER/ENVIRONMENTAL/ENERGY/PROCESS/POWER/INDUSTRIAL PROJECTS

**SERVICE CODE:**

1. Evaluation and Defense of Claim
2. Evaluation and Prosecution of Claim
3. Change Order Review
4. CPM Schedule Preparation/Analysis
5. Construction Management

<table>
<thead>
<tr>
<th>Code</th>
<th>Name of Project, Location, and TCS Staff</th>
<th>Name &amp; Address of Owner</th>
<th>Name, Address &amp; Phone No. of Client</th>
<th>Construction Cost</th>
<th>Description of Services</th>
</tr>
</thead>
<tbody>
<tr>
<td>2, 4</td>
<td>Secondary Sewage Treatment Facility Carson, CA</td>
<td>Sanitation District of Los Angeles Los Angeles, CA</td>
<td>Aoki Pacific Corporation Torrance, CA Yukio Nakamura, Vice President (310) 320-2066</td>
<td>$97,000,000</td>
<td>Claim issues involve deficiency and deviation of specifications and unforeseen events. Trauner will perform a baseline schedule claim review.</td>
</tr>
<tr>
<td>1, 4</td>
<td>Sludge Management Project Bayville, NJ</td>
<td>Ocean Cty. Utilities Authority Bayville, NJ</td>
<td>Ocean Cty. Utilities Authority Bayville, NJ (201) 269-4500</td>
<td>$45,000,000</td>
<td>Construction supervision, evaluation of claims</td>
</tr>
<tr>
<td>1, 3, 4, 5</td>
<td>North County Water Treatment Plant Collier County, FL</td>
<td>Collier County Utilities Division Collier County, FL</td>
<td>Bill Hargett, Assistant County Manager Collier County Utilities Division Collier County, FL</td>
<td>$30,000,000</td>
<td>Provided an independent appraisal of the construction management cost and schedule controls; evaluated the contractor's construction schedule; provided on-site project monitoring; and assisted in claims resolution.</td>
</tr>
<tr>
<td>1, 4</td>
<td>South Cross Bayou Water Reclamation Facility, Phase IIA Clearwater, FL</td>
<td>Pinellas County Clearwater, FL</td>
<td>Joe Morrisey, Esq. Pinellas County Clearwater, FL</td>
<td></td>
<td>Provided an independent appraisal of the construction management cost and schedule controls; evaluated the contractor's performance; and provided litigation services.</td>
</tr>
</tbody>
</table>
# REPRESENTATIVE EXPERIENCE LIST
## WATER/ENVIRONMENTAL/ENERGY/PROCESS/POWER/INDUSTRIAL PROJECTS

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</tr>
</thead>
<tbody>
<tr>
<td>2</td>
<td>Keansburg Sewer System Keansburg, NJ</td>
<td>Keansburg Municipal Utility Authority Keansburg, NJ</td>
<td>Keansburg Municipal Utility Authority Keansburg, NJ</td>
<td>$6,800,000</td>
<td>Evaluation of project to determine merits of the GC's claim for extra costs</td>
</tr>
<tr>
<td>4, 5</td>
<td>Solid Waste Management Project Trenton, NJ</td>
<td>Mercer County Improvement Authority Trenton, NJ</td>
<td>Mercer County Improvement Authority Trenton, NJ (609) 695-1200</td>
<td>$50,000,000</td>
<td>Construction supervision, schedule review, change order review, negotiation assistance</td>
</tr>
<tr>
<td>1, 3, 4</td>
<td>Hyperion Wastewater Treatment Facility - Primary Battery Modernization Unit 2 and Technical Support Facility Unit 1 Los Angeles, CA</td>
<td>City of Los Angeles Dept. of Public Works Water &amp; Sewer Utilities Agency Los Angeles, CA</td>
<td>Pinnacle One Los Angeles, CA Steve Davis (213) 486-9884</td>
<td>$82,000,000</td>
<td>Review documents and perform a delay analysis for defense of a $22M claim</td>
</tr>
<tr>
<td>1, 3, 4</td>
<td>Hyperion Wastewater Treatment Facility - Digester Expansion Project Los Angeles, CA</td>
<td>City of Los Angeles Dept. of Public Works Water &amp; Sewer Utilities Agency Los Angeles, CA</td>
<td>Pinnacle One Los Angeles, CA Matthew Lankenau (213) 486-9884</td>
<td>$167,000,000</td>
<td>Claim analysis, delay and schedule analysis</td>
</tr>
</tbody>
</table>

TRAINER CONSULTING SERVICES, INC.
# REPRESENTATIVE EXPERIENCE LIST
## WATER/ENVIRONMENTAL/ENERGY/PROCESS/POWER/INDUSTRIAL PROJECTS

### SERVICE CODE:
1. Evaluation and Defense of Claim
2. Evaluation and Prosecution of Claim
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<tbody>
<tr>
<td>1, 3, 4</td>
<td>Hoboken Wastewater Treatment Plant Hoboken, NJ</td>
<td>North Hudson Sewerage Authority Hoboken, NJ</td>
<td>North Hudson Sewerage Authority Fredric J. Pocci (201) 963-6043</td>
<td>$68,000,000</td>
<td>Establish a computerized document management system, analysis of project delays, liability for critical project delays, assertion of claims, determination of damages, and litigation support.</td>
</tr>
<tr>
<td>1, 2, 4</td>
<td>Relocation of 32 Wastewater Treatment Facilities Puerto Rico</td>
<td>Puerto Rico Aqueduct and Sewer Authority Puerto Rico</td>
<td>Dorsey &amp; Whitney Minneapolis, MN (612) 340-7892</td>
<td>$240,000,000</td>
<td>Evaluation of Program Manager in its performance of design, procurement, and construction management.</td>
</tr>
<tr>
<td>1, 2, 4</td>
<td>Blue Plains Wastewater Treatment Plant - Multiple Projects</td>
<td>District of Columbia Washington, DC</td>
<td>District of Columbia Department of Public Works Water and Sewer Utility Administration Washington, DC Jim Belknap (202) 767-7603</td>
<td>$180,000,000</td>
<td>Analysis and critique of claims, delay analysis, prepare appeals file, provide general consulting on claims and scheduling, prepare report on recovery of unabsorbed home office overhead, litigation support.</td>
</tr>
<tr>
<td>1</td>
<td>Sewickley Water Treatment Plant Pittsburgh, PA</td>
<td>Sewickley Sewer Authority</td>
<td>Great American Property and Casualty Insurance Peterborough, NH Joseph M. Ellis (603) 924-5925</td>
<td>$250,000 (Contract)</td>
<td>Evaluation of responsibility related to water-damaged pump actuators.</td>
</tr>
</tbody>
</table>

TRAUNER CONSULTING SERVICES, INC.
## REPRESENTATIVE EXPERIENCE LIST
### WATER/ENVIRONMENTAL/ENERGY/PROCESS/POWER/INDUSTRIAL PROJECTS

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<tbody>
<tr>
<td>1, 3, 4</td>
<td>Pinellas County Water Mains Pinellas County, FL</td>
<td>Pinellas County Clearwater, FL</td>
<td>Pinellas County - North Division Clearwater, FL Joe Morrissey/Carlos Solis (727) 464-3588</td>
<td>$4,615,450</td>
<td>Claims analysis, preparation of as-built schedule, delay analysis, inefficiency analysis, determination of liability, damage evaluation, litigation support, and participation in judicial proceedings</td>
</tr>
<tr>
<td>2</td>
<td>Raw Water Treatment Plant Broward County, FL</td>
<td>North Springs Improvement District</td>
<td>c/o Carlton, Fields, Ward, Emmanual, Smith &amp; Cutler Tampa FL (813) 223-7000</td>
<td>$6,000,000</td>
<td>Claims analysis</td>
</tr>
<tr>
<td>4</td>
<td>Canal, Pump, &amp; Manifold System for Cooling Tower Water Hope Creek Nuclear Generating Station Salem, NJ</td>
<td>Public Service Electric &amp; Gas Salem, NJ</td>
<td>J. E. Brenneman Company Camden, NJ William Stone</td>
<td>$2,000,000,000</td>
<td>Prepared the initial CPM schedule which demonstrated that the project could be completed earlier than planned, thereby reducing construction costs.</td>
</tr>
</tbody>
</table>

TRAUNER CONSULTING SERVICES, INC.
**REPRESENTATIVE EXPERIENCE LIST**

**WATER/ENVIRONMENTAL/ENERGY/PROCESS/POWER/INDUSTRIAL PROJECTS**

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</thead>
<tbody>
<tr>
<td>1, 3, 4</td>
<td>Remediation at Pier A Long Beach, CA</td>
<td>Port of Long Beach Fullerton, CA</td>
<td>Commercial Contractors Inc. San Diego, CA Joe Augustine, President (909) 698-4143</td>
<td>$12,863,510</td>
<td>The project consisted of the excavation and remediation of contaminated soils, the construction of designated embankment areas, and the installation of an underdrain system. Trauner prepared an as-built schedule, performed delay and inefficiency analyses, prepared damages, participated in judicial proceedings, and provided litigation support.</td>
</tr>
</tbody>
</table>

TRAUNER CONSULTING SERVICES, INC.
# REPRESENTATIVE EXPERIENCE LIST

## WATER/ENVIRONMENTAL/ENERGY/PROCESS/POWER/INDUSTRIAL PROJECTS

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# REPRESENTATIVE EXPERIENCE LIST

**WATER ENVIRONMENTAL ENERGY PROCESS POWER INDUSTRIAL PROJECTS**

**SERVICE CODE:**

1. Evaluation and Defense of Claim
2. Evaluation and Prosecution of Claim
3. Change Order Review
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</tr>
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<tbody>
<tr>
<td>1, 3, 4</td>
<td>United Creosoting Superfund Site Project Conroe, TX</td>
<td>Lloyds of London c/o Lord, Bissell &amp; Brook Los Angeles, CA</td>
<td>Lloyds of London c/o Lord, Bissell &amp; Brook John Hockhauser, Esq. (213) 687-6750</td>
<td>$26,000,000</td>
<td>Project consisted of the design and construction of a proprietary treatment process to remove creosote contamination from impregnated soil. It involved the fabrication of treatment facilities and processing equipment. Issues included a reduction in contracted soil quantities, professional negligence, and design modifications. Trauner was retained to perform a claim analysis, determination of liability, damage evaluation, and an audit.</td>
</tr>
<tr>
<td>1, 3, 4</td>
<td>Hazardous Waste Disposal Project Pine Bluff Arsenal, AR</td>
<td>U.S. Army Corps of Engineers Pine Bluff, AR</td>
<td>Canonie Industries c/o Starfield &amp; Payne Fort Washington, PA (215) 542-7070</td>
<td>$ 6,000,000</td>
<td>Review and analysis of four years of CPM schedule update. Determine source and magnitude of delays tracked update to update.</td>
</tr>
</tbody>
</table>

TRAUNER CONSULTING SERVICES, INC.
## REPRESENTATIVE EXPERIENCE LIST
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<tr>
<td>2, 3</td>
<td>$5M, 36&quot; Transmission Line and Chlorination Facility New Temecula, CA</td>
<td>Cal Southwest Construction c/o Corona, Balisteri &amp; Ramseyer San Diego, CA (619) 299-3311</td>
<td>Rincon Del Diablo Municipal Water District</td>
<td>$5,000,000</td>
<td>Analysis of as-planned schedule, preparation of as-built schedule, delay analysis, and graphics preparation. Negotiation assistance.</td>
</tr>
<tr>
<td>3</td>
<td>Clearbrook Terminal Expansion</td>
<td>Lakehead Pipeline Co.</td>
<td>Matrix Services, Inc. 10701 E. Ute St. Tulsa, OK 74116 (800) 865-8822</td>
<td>$6,000,000</td>
<td>Change Order Review/evaluation/presentation, delay analysis.</td>
</tr>
<tr>
<td>1, 3, 4, 5</td>
<td>Flue Gas Desulphurizer Coal Fired Power Plant Craig, CO</td>
<td>Colorado Utility Colorado</td>
<td>Colorado Utility Colorado</td>
<td>$100,000,000</td>
<td>On-site project management, scheduling, claim documentation.</td>
</tr>
<tr>
<td>1, 3, 4</td>
<td>Tosco Cat Naphtha Hydrotreater Project</td>
<td>Tosco</td>
<td>Mountbatten Surety c/o Duane, Morris, et Al Philadelphia, PA Gary Wilson, Esq.</td>
<td>$11,042,000</td>
<td>Claim issues include inefficiency and acceleration. Services include claims analysis, determination of liability, damage evaluation, and review of change orders.</td>
</tr>
</tbody>
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TRAUNER CONSULTING SERVICES, INC.
# REPRESENTATIVE EXPERIENCE LIST

**WATER ENVIRONMENTAL ENERGY PROCESS POWER INDUSTRIAL PROJECTS**

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<tr>
<td>4, 5</td>
<td>Fatty Alcohol (Talo) Plant Cincinnati, Ohio</td>
<td>Henkel Corporation Cincinnati, OH</td>
<td>Rust International Corp. Birmingham, AL William W. Shields, Esq. (205) 995-7634</td>
<td>$82,000,000</td>
<td>Guidance on requesting time extension and costs for encountering contaminated soils, and assistance in determining effect of previous changes.</td>
</tr>
<tr>
<td>2</td>
<td>Puyallup Wafer Fabrication Building Puyallup, WA</td>
<td>Fairchild Camera Puyallup, WA</td>
<td>Fairchild Camera Puyallup, WA (206) 848-3558</td>
<td>$50,000,000</td>
<td>Chronology of events, delay analysis.</td>
</tr>
<tr>
<td>1</td>
<td>Clifton Mill Clifton, NJ</td>
<td>Bay State Milling Co. Clifton, NJ</td>
<td>Sprout Bauer c/o Budd, Larner, et Al. Cherry Hill, NJ Mark Bressman, Esq. (609) 663-9400</td>
<td>$40,000,000</td>
<td>Schedule analysis, evaluation of delays.</td>
</tr>
<tr>
<td>1, 4</td>
<td>130MW Combined Cycle Gas Cogeneration Plant Hazelton, PA</td>
<td>Continental Energy Associates Hazelton, PA</td>
<td>Dravo Corporation Pittsburgh, PA Jim Puhalla (412) 269-5112</td>
<td>$80,000,000</td>
<td>Delay analysis, propriety of termination, preparation of deposition questions and interrogatory answers, and calculation of damages.</td>
</tr>
</tbody>
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<td>2, 3, 4</td>
<td>Coke Conversion Gasification and Cogeneration Facility Houston, TX</td>
<td></td>
<td>Parsons Energy &amp; Chemical Houston, TX Larry Kalban, Sr. Counsel (713) 892-0124</td>
<td>$265,000,000</td>
<td>Claims preparation, delay analysis, determination of entitlement.</td>
</tr>
<tr>
<td>5</td>
<td>Huntington Beach Tank Removals Huntington Beach, CA</td>
<td>SWEPIC</td>
<td>Shell Western E &amp; P, Inc. Bakersfield, CA 93389 (805) 329-1741</td>
<td>$20,000</td>
<td>Tank removals consisting of demolition of 95 tanks including sludge removal &amp; reprocessing. Provided assistance with construction management and claim avoidance, including defense of anticipated claim.</td>
</tr>
<tr>
<td>1, 2, 4</td>
<td>Coal Fired Power Plant Binghamton, NY</td>
<td>New York State Electric &amp; Gas Binghamton, NY</td>
<td>Somerset Railway Corp. Binghamton, NY Paul Givley</td>
<td>$5,600,000</td>
<td>Claims analysis and resolution of dispute involving construction of a trackwork for power plant</td>
</tr>
<tr>
<td>1</td>
<td>345KV Transmission Line Utah</td>
<td>Deseret Generation &amp; Transmission Salt Lake City, UT</td>
<td>Deseret c/o Rooker, Larsen, Kimball &amp; Parr Clark Waddoups, Esq. (801) 532-7840</td>
<td>$28,000,000</td>
<td>Schedule analysis, damage calculations, analysis of labor/equipment, productivity, contract review</td>
</tr>
</tbody>
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TRAUNER CONSULTING SERVICES, INC.
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<tr>
<td>1</td>
<td>Deadwood Creek Hydroelectric Plant &amp; Substation Yuba City, CA</td>
<td>Nugget, California</td>
<td>Nugget, c/o Latham &amp; Watkins, San Diego, CA, Kenneth Fitzgerald, Esq. (619) 236-1234</td>
<td>$11,000,000</td>
<td>Delay analysis, propriety of termination</td>
</tr>
<tr>
<td>1</td>
<td>Colstrip Substation and 200 Mile Powerline Montana</td>
<td>Montana Power, Montana</td>
<td>Montana Power, c/o Berman, Paley, Goldstein &amp; Berman, New York, Roger Markowitz, Esq. (212) 354-9600</td>
<td>$1,000,000,000</td>
<td>Review of estimate and cost, analysis of labor &amp; equipment, contract review and analysis of construction operations</td>
</tr>
<tr>
<td>1</td>
<td>Coal Fired Power Plant Maysville, KY</td>
<td>Eastern Kentucky Power Corp., Kentucky</td>
<td>Stanley Consultants/CNA, Muscatine, IO, Bill Jensen (319) 264-6402</td>
<td>$250,000,000</td>
<td>Schedule analysis, review of estimate and costs, analysis of labor/equipment/productivity, review of contract</td>
</tr>
<tr>
<td>2</td>
<td>Power Generation Facility San Bernadino, CA</td>
<td>Hunter Corporation, Tad Parzen 595-1277</td>
<td></td>
<td></td>
<td>Claim evaluation &amp; expert witness testimony services re - reasonableness of as-planned schedule, critical nature of delays, and damages incurred and liability.</td>
</tr>
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<tr>
<td>2</td>
<td>Hydraulic Turbine, Watervliet, NY</td>
<td>City of Watervliet, Watervliet, NY</td>
<td>Sweet Associates c/o McClung, Peters, Simon &amp; Arensberg, Albany, NY Lawrence E. Becker, Esq. (518) 462-7481</td>
<td>$2,500,000</td>
<td>The hydraulic turbine was specified or equal. TCS's analysis involved the design, specifications, fabrication, installation, and the manufacturer's installation directions for the turbine.</td>
</tr>
<tr>
<td>1</td>
<td>Steel Fuel Lines and Panels, 6 Nuclear Power Plants, Tennessee</td>
<td>Tennessee Valley Authority</td>
<td>Stellar Manufacturing Co. c/o Michael Heine, Esq. Haddonfield, NJ (609) 795-3156</td>
<td>$6,500,000</td>
<td>TCS evaluated the claim which involved coring out the fabrication of the gate frame by arc welding as specified in the specifications.</td>
</tr>
<tr>
<td>1, 2, 4</td>
<td>Oil Treatment Plant, Gas Processing Plant, Cogeneration Plant, Transport Terminal, and Offshore Substation, Santa Barbara, CA</td>
<td>EXXON Santa Barbara, CA</td>
<td>Enserch Corp. (Ebasco Constructors) Texas Steve Fowler, Esq.</td>
<td>$133,000,000</td>
<td>TCS is assisting with the preparation and support of a claim including a delay and liability analysis. TCS is also assisting in trial preparation and will provide expert witness testimony.</td>
</tr>
<tr>
<td>Project</td>
<td>Client</td>
<td>Description</td>
<td>Location</td>
<td>Contact Person</td>
<td>Phone</td>
</tr>
<tr>
<td>---------</td>
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<td>----------</td>
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</tr>
<tr>
<td>1, 3, 4</td>
<td>Petrobras</td>
<td>Conversion of a $163.5M Semi-submersible Oil Drilling Platform and Two, $165M Super Tanker Ships to Offshore Brazil Crude Oil Processing Plants and an Oil Transfer Terminal.</td>
<td>Rio de Janeiro, Brazil</td>
<td>USF&amp;G - Surety Claims</td>
<td>Baltimore, MD</td>
</tr>
<tr>
<td>1, 4</td>
<td>Epsilon Polypropylene Facility</td>
<td>Marcus Hook, PA</td>
<td>Epsilon Products Co.</td>
<td>Rust International Corp.</td>
<td>Birmingham, AL</td>
</tr>
<tr>
<td>5</td>
<td>Oil/Water Separation Facility</td>
<td>U.S. Air Force</td>
<td>Eglin AFB</td>
<td>Reliance Insurance</td>
<td>Philadelphia, PA</td>
</tr>
<tr>
<td>5</td>
<td>Oil/Water Separator Facility</td>
<td>Shell Western E &amp; P, Inc.</td>
<td>Bakersfield, CA</td>
<td>Shell Western E &amp; P, Inc.</td>
<td>Bakersfield, CA</td>
</tr>
<tr>
<td>4, 5</td>
<td>Dehydration Facility</td>
<td>Shell Western E &amp; P, Inc.</td>
<td>Bakersfield, CA</td>
<td>Shell Western E &amp; P, Inc.</td>
<td>Bakersfield, CA</td>
</tr>
<tr>
<td>5</td>
<td>Offshore Oil Production Platform “Emmy”</td>
<td>SWEP</td>
<td>Bakersfield, CA</td>
<td>Shell Western E &amp; P, Inc.</td>
<td>Bakersfield, CA</td>
</tr>
<tr>
<td>1, 2, 4</td>
<td>$120M Pharmaceutical Research &amp; Development Facility</td>
<td>SmithKline Beecham</td>
<td>Philadelphia, PA</td>
<td>Shoemaker/Driscoll, JV c/o Pepper, Hamilton &amp; Scheetz</td>
<td>Philadelphia, PA</td>
</tr>
<tr>
<td>2, 4</td>
<td>Pharmaceutical Research and Administration Building</td>
<td>Wyeth Pharmaceutical</td>
<td>Radnor, PA</td>
<td>P. Gormly Company</td>
<td>Philadelphia, PA</td>
</tr>
</tbody>
</table>

TRAUNER CONSULTING SERVICES, INC.
Issues involved differing site conditions and changes in the contract. TCS analyzed the schedule, cost estimates, productivity, construction methods, management of construction, and the construction operations.

Design-Build project. Evaluate claim, damages, assist in preparation of presentation of claim, assisted in preparation for arbitration.

Performed analysis of delays, review of structural steel design errors and omissions, cost overruns, and prepared a report w/graphics in defense of claim.

Review of design and construction, delay analysis, review contract and documents, provide expert testimony.

Claims analysis, damages, expert testimony.

Project involved site preparation to include retaining wall, foundation, and utility hookup. TCS determined whether the termination of the contractor was considered a wrongful termination.

VA Pharmacological Facility
Knoxville, TN
U.S. Department of Veterans Affairs
Washington, DC
Rentenbach Engineering
Knoxville, TN
Doug Stethen (615) 546-2440

Chemical Process Plant
North Carolina
ICI Americas Inc.
Wilmington, DE
United Engineers and Constructors, Inc.
Philadelphia, PA
Jim Higgins (212) 422-4813

Regen Sulfuric Acid
Plant No. 4
Dominguez, CA
Rhone-Poulenc Basic Chemicals Co.
Shelton, CT
Rhone-Poulenc c/o
Pepper, Hamilton & Scheetz Philadelphia, PA
(215) 981-4038

Nitric Acid Plant
Yazoo City, M
Mississippi Chemical Corp.
Yazoo City, MS
Mississippi Chemical Corp.
c/o Daniel Cocker Horton & Bell
P.O. Box 1084
Jackson, MS 39215
Mike Ellingburg
(601) 969-7607

7-Hydroxy Plant No. 4
Baltimore, MD
FMC Corporation
Baltimore, MD
Lummus Crest
Budd Larner, et al
Cherry Hill, NJ
(609) 663-9400

Cell Biology Facility
Bethesda, MD
National Institute of Health
Bethesda, MD
USF&G
Baltimore, MD 21203
Michael Cranston
(410) 205-0599

$12,000,000

$20,000,000

$38,000,000

$40,000,000

$51,000,000
THEODORE J. TRAUNER, JR., P.E., P.P., CHIEF EXECUTIVE OFFICER

B.S. in General Engineering, U.S. Military Academy, 1968

Master of Engineering in Structural Engineering and Structural Mechanics, University of California at Berkeley, 1974

M.B.A., Long Island University, 1977

Registered Professional Engineer in AZ, CA, CO, CT, DE, FL, GA, KY, MD, MI, MS, NJ, NY, PA, TX, TN, VA, WA, and Puerto Rico

Registered Professional Planner in NJ

- A nationally recognized expert in scheduling, construction management, and delay and inefficiency analysis, Ted has evaluated problems encountered on virtually every type of project including transportation, water and wastewater treatment, power, process and manufacturing, medical, educational, commercial, correctional, hotels, condominiums, and athletic facilities.

- As Principal-in-Charge for hundreds of assignments, Ted has participated in the analysis and resolution of construction claims, managed various types of construction projects, and provided scheduling and training to the industry for 30 years. He has testified as an expert witness on delays, inefficiency, disruption, excessive changes, differing site conditions, extra work, termination, productivity, structural analysis, and damages.

- Ted has developed and presented training programs on construction claims, specification writing, partnering, and construction management to thousands of construction professionals throughout the world.

- Ted is the author of five highly-regarded construction texts including Construction Delays, Managing the Construction Project, Construction Estimates from Take-Off to Bid, Construction on Contaminated Sites, and Bidding and Managing Government Construction.

- Prior to his work in the private sector, Ted was an officer in the U.S. Army Corps of Engineers for 11 years. He was Military Assistant to Construction Operations of the Philadelphia District, where he was Resident Engineer for a major highway bridge rehabilitation, was involved with the construction of major gravity earth dams, and also advised on regulatory affairs for the District waterways.

Detailed CV available upon request
B.S. in Marine (Mechanical) Engineering, U.S. Merchant Marine Academy, 1980

Certified Construction Documents Technologist, Construction Specification Institute

USCG Licensed Third Assistant Engineer

- Bill has extensive experience in construction management, surety completion, scheduling, and engineering on many types of projects including industrial, commercial, power, transportation, and marine construction. His expertise lies in the areas of construction claims, critical path method scheduling, and cost analysis.

- Bill has provided expert witness testimony before the American Arbitration Association, the Armed Services Board of Contract Appeals, federal court, state court, and in other forms of dispute resolution. He has extensive experience in the preparation of expert reports and written testimony, interrogatories, discovery requests, questions for depositions and cross-examination, and trial exhibits.

- Bill was instrumental in the development of a highly regarded training course entitled *Principles of Writing Highway Construction Specifications*, sponsored by the National Highway Institute of the Federal Highway Administration.

- Bill has written several training manuals and has lectured nationwide on the topics of Construction Project Management, Critical Path Method (CPM) Scheduling, Construction Contracts, Delays and Delay Damages, and Productivity and Inefficiency. He has been a featured speaker for numerous national associations and state departments of transportation.

- Bill was formerly a Senior Project Manager in the marine design and construction industry. During that time he was responsible for the design and construction of various U.S. Army Corps of Engineers’ dredging equipment with a cumulative value in excess of $80M.

Detailed CV available upon request
B.S. in Civil Engineering, Northwestern University, 1981

Registered Professional Engineer in Delaware, Florida, Maryland, Michigan, North Carolina, and Pennsylvania

Certified Construction Documents Technologist, Construction Specifications Institute

Member – American Society of Civil Engineers

Scott's expertise lies in the areas of construction claim preparation and evaluation, dispute resolution, technical document development, critical path method (CPM) scheduling, contract administration, and cost analysis.

Scott has directed and performed virtually all types of analyses from delay, productivity, and efficiency to cost and the determination of damages on varied projects throughout North America.

A nationally renowned speaker, Scott conducts seminars throughout the country on the topics of construction scheduling; claims avoidance and resolution; project management; and delays, acceleration, and inefficiency.

Scott has provided expert testimony at deposition and trial. Claims prepared or evaluated by Scott have been presented before arbitration panels sanctioned by the American Arbitration Association, Federal Boards and Courts, state contract appeals boards, and in mediations and other forms of alternative dispute resolution.

Scott is a published author having written a book entitled *Construction on Contaminated Sites*.

Before joining Trauner, Scott was an officer in the United States Navy. A graduate of the Navy’s Nuclear Power Program, he acquired extensive experience in project scheduling and management.
B.S. in Civil Engineering, The Drexel Institute of Technology, 1969

Graduate Studies at Drexel in the Field of Soil Mechanics

Registered Professional Engineer in Pennsylvania

Tom has extensive experience in the analysis and presentation of design and construction claims, critical path method scheduling, preparation of delay analyses, evaluation of liability and impacts, and calculation of damages. In addition, his background includes environmental engineering and design, hydraulics and hydrology, planning, resource studies, dredging, soil mechanics, regulatory affairs, and the preparation of environmental assessments and impact statements.

Tom has served as Project Director for the analysis and presentation of numerous construction claims involving airports, tunnels, highways, bridges, dams, power plants, flood control projects, solid waste treatment facilities, hospitals, research and development facilities, and hi-rise residential and office buildings.

In the preparation and defense of claims, Tom has evaluated issues of delay, differing site conditions, termination, design defects, design deficiencies, inefficiencies, and change orders. Tom has extensive experience in the preparation of trial exhibits and pre-trial testimony and has assisted in negotiation and arbitration proceedings. Tom has provided expert testimony before the Armed Services Board of Contract Appeals and the American Arbitration Association.

Tom is currently evaluating project performance to determine delays and extra work involving the construction of a $90M bridge in Connecticut. He is evaluating causes of delays to the work and their impacts on the project. He is also assisting in the preparation of the presentation for upcoming arbitration proceedings. Tom is also providing these services for a $45M bridge project in Bridgeport, Connecticut.

As part of a multi-year, claims consulting contract for a $2.1B rail construction project in California, Tom assisted in the development and presentation of a training program for transportation personnel covering the topics of change order management and claims avoidance.

Detailed CV available upon request
B.S. in Civil Engineering, Clarkson University, 1968
Master of Regional Planning, Pennsylvania State University, 1976
Registered Professional Engineer in Arizona, Delaware, Florida, Maryland, New Jersey, New York, Pennsylvania, and Puerto Rico
Certified Advanced Metric Specialist, U.S. Metric Association – Life Time Member
Certified Construction Documents Technologist, Construction Specifications Institute
Certified Professional Constructor, American Institute of Constructors

Mike’s experience is in the areas of construction management; inspection; construction claims; critical path method (CPM) scheduling; cost analysis; training; drafting contracts, specifications, and contract language; Federal Transit Administration requirements; and partnering facilitation.

Mike wrote the course manual and is an approved instructor for the National Transit Institute course entitled, Management of Transit Construction Projects. He is also an approved instructor for the Federal Highway Administration course entitled, Principles of Writing Highway Construction Specifications.

Mike was responsible for updating and revising the State Highway Specifications for the Delaware Department of Transportation, the New Jersey Department of Transportation, the New Hampshire Department of Transportation, and the Vermont Agency of Transportation. In the preparation and defense of claims, Mike has evaluated general and technical specifications, schedules, cost reports, conducted productivity analyses, performed delay analyses, and participated in negotiations.

As an officer with the Army Corps of Engineers, Mike studied construction management and managed civil and military construction domestically and in Europe.

Before joining Trauner, Mike was Special Projects Director for the State of New Jersey, Division of Property Management and Construction, (formerly the Division of Building and Construction), where he was responsible for the design and construction of all capital correctional facility projects, with an aggregate value of over $100M, for the client agency, the New Jersey Department of Corrections.

Mike is on the panel of neutrals of the American Arbitration Association and has arbitrated small and large complex construction disputes.

Detailed CV available upon request
WILLIAM "MACKIE" CHAPMAN, DIRECTOR – SPECIAL PROJECTS

B.A. in Business Administration, University of North Carolina, 1965

Associate Degree in Architecture, Catawba Technical Institute, 1966

Member – National Bond Claims Association, The Florida Surety Association

- Mackie has extensive experience in surety completion, construction management, contract administration, inspection, design-build, estimating, partnering facilitation, and scheduling.

- In his evaluation and preparation of claims, Mackie has performed various types of analyses, such as delay, productivity, cost, and the determination of damages.

- Mackie has functioned as construction manager and general contractor on numerous turnkey projects wherein his duties have included assisting the client in the project planning, budgeting, material and finishes selections, coordinating the project architect and engineer, establishing a construction budget, managing the construction of the project, and final turnover.

- Notable projects Mackie has constructed include the Citrus Bowl in Orlando, Florida; the Dean Dome in Chapel Hill, North Carolina; the Du Pont Centre in Orlando, Florida; and the Landside Terminal at O’Hare International Airport in Chicago, Illinois.

- Mackie has provided surety completion assistance services for many sureties throughout the United States. A few recent projects include PNC Park "Pirates Stadium," Pittsburgh, Pennsylvania; Federal Courthouse, Montgomery, Alabama; HUD Housing, San Antonio, Texas; the I-94 Valley City project in North Dakota; the Kiel Center Arena in St. Louis, Missouri; Tropicana Stadium in St. Petersburg, Florida; and the expansion of Fort Campbell, Kentucky.

- During the last 30 years, Mackie has managed projects in excess of $1B with individual projects valued up to $130M and with 400 employees on the project at a given time.

Detailed CV available upon request
GORDON R. COSTA, P.E., ASSISTANT VICE PRESIDENT

B.S. in Mechanical Engineering, Rutgers University, 1987
Registered Professional Engineer in California and New Jersey

- Gordon’s expertise lies in the areas of complex claims analysis, delay and inefficiency analysis, scheduling, change order evaluation, litigation support, training and seminar presentation, specification writing, cost estimating, engineering field representation, and mechanical systems engineering.

- Gordon provided claim and delay analysis services, as well as participation in mediation, arbitration, discovery, and litigation support for a $50M claim against the Aladdin Resort and Casino in Las Vegas, Nevada. Issues included delay, disruption, contract balance, change orders, inefficiency, and construction sequencing.

- Gordon defended a claim made on construction of the Route I-81 Connector and seven bridges in Fenton, New York. He converted the as-planned schedule to a Primavera schedule, used project records to construct an as-built schedule, and compared the results to the contractor’s as-built schedule. He provided expert testimony at trial.

- Gordon has developed and reviewed hundreds of CPM schedules for various projects, including the multi-billion dollar Alameda Corridor rail project and Hyperion WWTP project; a multi-million dollar Interstate Highway Interchange in Suffern, New York; a Veterans Affairs Medical Center in Birmingham, Alabama; a Wastewater Sedimentation Facility in Washington, D.C.; a Residential Development in Vallejo, California; Bachelor Officer Housing at Fallun Naval Air Station, Nevada; and a Seismic Structure Repair in Los Angeles, California.

- Gordon has developed and presented training seminars on construction claims avoidance and evaluation, writing specifications, and partnering to numerous Departments of Transportation.

- He is recognized as a certified trainer by the National Highway Institute and was selected after a nationwide competition to develop a new training course for the Federal Highway Administration on the topic of Use of CPM for Estimating, Scheduling, and Timely Completion, which is being presented nationally to various Departments of Transportation and Federal agencies.

Detailed CV available upon request
TAB 7
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 3, 2004
Agenda Item No. 8

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] GENERAL APPROVAL OF ITEM
[ ] Other:

RESOLUTION
BID/RFP AWARD
CONSENT AGENDA

SUBJECT: KLTV Escalation

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 10-28-04

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<td></td>
<td>Yes I have notified everyone______________ or Not applicable in this case______________: Please initial one.</td>
</tr>
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</table>

Summary Explanation/Background: Another meeting with Pete Kinsley of the Haskell Co. and Walt Messner of D.N. Higgins Inc. took place on Wed. Oct. 27, 2004. Peter has agreed to send another settlement proposal to the District.

Resulting Board Action:
☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 3, 2004
Agenda Item No.

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] GENERAL APPROVAL OF ITEM
[ ] Other:

SUBJECT: KLP Status

RECOMMENDED MOTION/ACTION: No action requested at this time.

Approved by General Manager
Date: 10-28-04

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|----------------------------------------| [ ] Clerk____ |
|                                        | [X] Finance ____ |


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All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone______________
or
Not applicable in this case______________

Please initial one.

Summary Explanation/Background: A meeting was held with Walt Messner of D. N. Higgins, Inc. on Thursday Oct. 28, 2004 to confirm D.N. Higgins plans to move forward on the KLP Project. A letter was also sent to Brown and Caldwell to confirm their direct participation in the KLP project.

Resulting Board Action:
[ ] Approved    [ ] Tabled    [ ] Disapproved    [ ] Recommendation Revised
October 28, 2004

Brown and Caldwell
Stuart Oppenheim
8300 NW 33rd Street Suite 100
Miami, FL 33122

RE: Key Largo Park Project   VIA: Fax 305-418-4090

Dear Mr. Oppenheim:

As you are aware the District has decided to proceed direct with our existing contract with D.N. Higgins, Inc. to construct the Key Largo Park collection system.

I would like for Brown and Caldwell to confirm your firm’s continued professional services as Engineer of Record for the project direct with the District.

Sincerely yours,

Charles F. Fishburn
General Manager
Key Largo Wastewater Treatment District

cjs

Board of Commissioners: Chairman Gary Bauman, Cris Beaty, Charles Brooks, Andrew Tobin
TAB 9
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Nov. 3, 2004
Agenda Item No. 10

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] GENERAL APPROVAL OF ITEM
[ ] Other:

SUBJECT: Roevac Purchase Order

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 11-2-04

<table>
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<td>[X] General Manager</td>
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<tr>
<td>[ ] Finance</td>
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</tbody>
</table>

Attachments: Letter to Mr. Kinsley, Oct. 25, 2004

Advertised:
Date: _____________
Paper: _____________
[X] Not Required

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone _____________
or
Not applicable in this case _____________:
Please initial one.

Summary Explanation/Background: A letter was sent to Pete Kinsley of Haskell Inc. to advise them that there are problems between Roediger Pittsburg and Roediger Germany. It is staff's opinion that the District should not proceed with the direct purchase order to Roediger Pittsburg.

Resulting Board Action:
☐ Approved       ☐ Tabled       ☐ Disapproved       ☐ Recommendation Revised
October 25, 2004

Mr. Peter Kinsley
The Haskell Company
Haskell Building
Jacksonville, Florida 32231-4100

By Facsimile: 904-791-4699 and U.S. Mail

Dear Peter:

This is to advise you of the prospective inability of Roediger Pittsburgh, Inc. ("RPI"), to provide vacuum pits, valves, and related goods. In a conversation with Tom Evans, RPI's sales representative, I learned that RPI has apparently lost its contractual relationship with Roediger of Germany, and that RPI apparently will not be able to provide goods as intended under the purchase order prepared by Haskell for issuance by the District.

Please begin immediately to take reasonable steps to procure substitute goods.

Yours sincerely,

[Signature]

Charles F. Fishburn
General Manager

CC: Board of Commissioners
    Thomas M. Dillon, District Counsel

Board of Commissioners: Chairman Gary Bauman, Andrew Tobin, Cris Beaty, Charles Brooks, Jerry Wilkins
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: November 3, 2004
Agenda Item No. II

[ ] PUBLIC HEARING
[ ] RESOLUTION
[ ] DISCUSSION
[ ] BID/RFP AWARD
[ ] GENERAL APPROVAL OF ITEM
[ ] CONSENT AGENDA
[X] Other:

SUBJECT: Rate Study

RECOMMENDED MOTION/ACTION: Approval of Consulting Contract and First Assignment.

Approved by General Manager
Date: 10-28-04

<table>
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<th>Originating Department: General Manager</th>
<th>Costs: Approximately $</th>
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| Department Review:                    |                         | Advertised:                                 |
| District Counsel                      |                         | Date: ____________                          |
| General Manager                       |                         | Paper: ____________                         |
| Finance                                |                         | [X] Not Required                            |

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone ____________
or
Not applicable in this case ____________

Please initial one.

Summary Explanation/Background: The contract with PRMG was to be approved at the Aug. 4 Board Meeting and is presented now for approval. Along with the contract is the first assignment for PRMG to evaluate fixed monthly fees and system development charges for homes and commercial properties.

Resulting Board Action:
- [ ] Approved
- [ ] Tabled
- [ ] Disapproved
- [ ] Recommendation Revised
October 26, 2004

Robert J. Ori, President
Public Resources Management Group, Inc.
341 North Maitland Avenue Suite 300
Maitland, FL 32751

RE: Consulting Service Agreement

Dear Mr. Ori:

In anticipation of the formulation of wastewater rates and the development of a detailed utility ordinance and rate resolution for adoption by the Key Largo Wastewater Treatment District Board, the District requests Public Resources Management Group (PRMG), under our consulting services agreement with PRMG, to provide the following:

1. The District desires an opinion regarding charging of a fixed monthly rate for each house, RV site, hotel room, etc., regardless of whether it is occupied, and a fixed monthly rate for a lot for which the owner has requested a connection but which has not yet been improved with a structure. Expand this discussion to include how to charge businesses that do not fit the dwelling unit concept while still avoiding water flow based rates, (e.g. restaurants, laundromats etc.)

2. The District desires the same opinion relative to system development charges for homes RV sites, hotel rooms, etc.

In rendering these opinions, we are particularly interested in your understanding of the common or standard practices of sewer utilities in addressing these issues, and your opinion of the fairest way to approach them. If you are aware of any approaches that have been rejected or approved by Florida regulatory agencies or courts, we would appreciate your thoughts about those instances, as well.

Once we complete this study we can move forward on rates and system development change for our current projects and future projects.

Please provide an estimate of the cost of the above services based on no travel required and only teleconferences.

Sincerely,

Charles F. Fishburn
General Manager, KLWTD

Board of Commissioners: Chairman Gary Bauman, Cris Beaty, Charles Brooks, Andrew Tobin
Mr. Thomas M. Dillon  
Attorney at Law  
Key Largo Wastewater Treatment District  
161 Dunonnet Road  
Tavernier, FL 33070-2730

Subject: Agreement to Provide Utility Consulting Services

Dear Mr. Dillon:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this letter agreement (the "Agreement") to provide wastewater utility consulting services on behalf of the Key Largo Wastewater Treatment District (the "District"). It is our understanding that PRMG’s responsibilities will be to provide general utility consulting services as may be requested from time to time by the District. Based on our understanding of the District’s needs, we propose the following:

PROJECT TEAM AND BILLING RATES

With respect to the performance of this engagement, Mr. Robert J. Ori will be the principal-in-charge and primary contact between the District and PRMG. PRMG may utilize other employees or associates during the course of the engagement as needed. The services covered by this Agreement shall be provided based on the direct labor rates set out in Attachment A.

SCOPE OF SERVICES

Based on discussions with the District, the District may request that PRMG provide financial planning, rate, and other general services on behalf of its wastewater system which is considered as being general in nature. The activities would include projects of limited duration and in overall scope and cost or which needs to be performed within a short time frame.

The activities could include, but not be limited to, the following:

1. Review of specific rates for service, miscellaneous service charges, standard cost rates for billing of services (actual cost application), and other rates for service, including the evaluation for the application of service.

2. Provide opinions and certificates regarding i) ability to meet Bond Resolution covenants; ii) accounting applications, iii) and other utility transactions.
3. Assist in District presentations of utility issues.

4. Review rate ordinances, resolutions, and policies.

5. Evaluate financial forecasts and analyses related to the utility as prepared by staff and other consultants.

6. Perform specific utility financial analyses and rate comparisons.

7. Assisting District staff in the development/identification of strategic business and rate issues.

8. Review of contracts, agreements and other documents and providing contract negotiations with third parties on behalf of the District.

The performance of the tasks may include data acquisition and review, development of assumptions and corresponding financial analyses/cost allocation procedures, attendance of meetings and preparation of correspondence (letters, reports, presentation materials, etc.).

**COMPENSATION AND BILLING**

For the purposes of this Agreement, the maximum not-to-exceed contract relative to providing the general consulting services to the District for the period beginning with the authorization of this Agreement will be $5,000. This contract price also includes the cost of indirect expenditures such as telephone expenses, delivery charges, copying charges, and other related expenses. The scope of services, compensation, and time of performance will be negotiated by specific task order or work authorization and will be accounted for and billed by separate invoice by PRMG to the District. Such indirect costs will be billed in accordance with the standard unit rates as shown on Attachment A. PRMG will notify the District if a specific task contemplated by the District to be performed pursuant to the terms and conditions of this Agreement will cause PRMG to exceed the contractual limits of this Agreement. PRMG will invoice monthly for the services rendered by specific task authorization and will be based on the sum of: i) the actual time incurred by the project team members relative to the specific task being performed by PRMG; and ii) the cost of the indirect expenses incurred directly related to the project. This project will not be billed as a lump-sum contract.

**TERMS AND CONDITIONS**

Standard terms and conditions, that are made part of this Agreement, are set forth in Attachment B.
Mr. Thomas M. Dillon  
Key Largo Wastewater Treatment District  
July 22, 2004  
Page 3

We appreciate the opportunity to submit this Agreement to the District to provide general utility consulting services. We have enclosed two (2) copies of this Agreement for your consideration. If this Agreement is acceptable, please execute both documents and return one (1) copy to our offices; the other copy is for the District's files. Again, we appreciate this opportunity to submit this Agreement and look forward to working with both you and the District in the near future.

Very truly yours,

Public Resources Management Group, Inc.

ACCEPTED BY:

Key Largo Wastewater Improvement District

Robert J. Ori  
President

Name

Title Date

WITNESS:

Name

Title Date

Attachments
ATTACHMENT A

KEY LARGO WASTEWATER IMPROVEMENT DISTRICT
UTILITY CONSULTING SERVICES

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COSTS

DIRECT HOURLY RATES

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<th>Project Team Title</th>
<th>Direct Labor Hourly Rate [*]</th>
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<tr>
<td>Associate</td>
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<td>Administration</td>
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</table>

[*] Direct labor hourly rates effective through December 31, 2004; rates will be adjusted by five percent (5%) annually for invoices rendered after January 1st of each year thereafter until project completion or as mutually agreed between parties.

OTHER DIRECT COST STANDARD RATES

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<th>Standard Other Direct Cost Rates</th>
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<td>Copy Charges (Color) (In house): $0.50 per page</td>
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<td>Copy Charges (contracted): Actual Cost</td>
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<td>Use of Subconsultant: 5% of Subconsultant Invoices to PRMG</td>
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<tr>
<td>Telephone Charges: Actual Cost</td>
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<td>Delivery and Shipping Charges: Actual Cost</td>
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<td>Lodging/Other Incidental Costs: Actual Cost</td>
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<td>Meals Incurred during Travel: Actual Cost</td>
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<td>Other Direct Project Costs</td>
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<tr>
<td>Per PRMG Employee:</td>
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<tr>
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</tr>
<tr>
<td>Actual Cost</td>
</tr>
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</table>
I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the utility consulting services described in the agreement that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement.

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at cost.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations.

IV. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I.

V. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Comprehensive general liability insurance, including personal injury liability, blanket contractual liability, and broad form property damage liability. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

2. Automobile bodily injury and property damage liability insurance covering owned, non-owned, rented, and hired cars. The combined single limit for bodily injury and property damage shall be not less than $1,000,000.

3. Statutory worker’s compensation and employers’ liability insurance as required by state law.

4. Professional liability insurance.

VI. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto. This agreement may not be assigned by Client or PRMG without prior, written consent of the other.

VII. INTEGRATION

These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

VIII. JURISDICTION

This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state. If any part of the agreement is found to be in conflict with applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the agreement shall be in full force and effect.
IX. SUSPENSION OF WORK

Client may suspend, in writing, all or a portion of the work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the work impossible. PRMG may request that the work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of work. PRMG may suspend work on the project in the event Client does not pay invoices when due. The time for completion of the work shall be extended by the number of days work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate work on the suspended portion of the project, in accordance with Article VIII.

X. TERMINATION OF WORK

Client may terminate all or a portion of the work covered by the agreement for its convenience. Either party may terminate work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

In the event of termination, PRMG shall perform such additional work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional work shall not exceed 5 percent of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated for work actually performed prior to the effective date of termination plus the work required for filing and closing as described in this Article.

XI. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined. This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: November 3, 2004  Agenda Item No. 12

[ ] PUBLIC HEARING  [ ] RESOLUTION
[ ] DISCUSSION  [ ] BID/RFP AWARD
[ ] GENERAL APPROVAL OF ITEM  [ ] CONSENT AGENDA

[X] Other:

SUBJECT: Monroe County Future Projects meeting

RECOMMENDED MOTION/ACTION: No action required

Approved by General Manager
Date: 10-28-04

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<tbody>
<tr>
<td>[ ] District Counsel</td>
<td>Date:</td>
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<td>Paper:</td>
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<td>[X] Not Required</td>
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</tbody>
</table>

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone___________
Or
Not applicable in this case____________
Please initial one.

Summary Explanation/Background: A meeting will be held with the County Manager, Bond Consultants, FKAA and District Staff to discuss bonding $40,000,000 for the District and FKAA projects on Nov. 2, 2004.

Resulting Board Action:
☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: November 3, 2004
Agenda Item No. 13

[ ] PUBLIC HEARING [ ] RESOLUTION
[ ] DISCUSSION [ ] BID/RFP AWARD
[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[X] Other:

SUBJECT: Community Development Block (CDBG) Status

RECOMMENDED MOTION/ACTION: No action required

Approved by General Manager
Date: 11-28-04

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<th>Attachments: Letter and Application</th>
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<td></td>
<td>[ ] Clerk____</td>
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Advertised:
Date: ______________
Paper: ______________
[X] Not Required

All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

Yes I have notified everyone_____________
or
Not applicable in this case_____________
Please initial one.

Summary Explanation/Background: Mark Bell, Program Administrator for the Monroe County Special Programs Office will be sending out letters and applications to all property owners in the Key Largo Trailer Village during the week of Nov. 1, 2004. The information explains the assistance that will be available, who is eligible for financial assistance and an application form. The enrollment period for application for assistance will end January 14, 2004.

Resulting Board Action:
☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
Dear Key Largo Village Property and Homeowner:

As you know, the Key Largo Wastewater Treatment District (KLWTD) is constructing a wastewater treatment facility to serve the residents of your neighborhood. Currently each household will be responsible to secure the services of a licensed plumbing contractor to connect to the sewer system and abandon the property's existing septic tank or cesspool.

Monroe County has secured a Community Development Block Grant (CDBG) and is using County Funding to assist the low- to very low-income homeowners with the costs of connection to the system. The Special Programs Office of the Monroe County Housing Authority is administering the funding for this program. The purpose of this letter is to outline the eligibility requirements for Program assistance and request information necessary to certify applicant eligibility.

The Program funding will provide direct payment of a portion of the cost to plumbing contractors for sewer lateral connections, septic tank or cesspool abandonment and permit fees for eligible homeowners. In addition, the Program will pay a portion of the system development charges to the KLWTD on your behalf. Program assistance to residents and landlords is based on Program requirements and funding priorities, as outlined below. Assistance will be in the form of a grant for property owners who occupy the property and have a Homestead Exemption. Assistance for property owners renting to income-eligible tenants will be in the form of a loan; a no interest, no payment, self-forgiving promissory note, secured by a mortgage.

**Program Requirements:** The Program is restricted to assist only very low- and low-income persons or households. Very low- and low-income households, adjusted for family size, are listed below. To be eligible for Program assistance, your total gross household income may **NOT** exceed the following amounts:

<table>
<thead>
<tr>
<th>Household Size</th>
<th>Income Limit</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Person</td>
<td>$32,050</td>
</tr>
<tr>
<td>Two Persons</td>
<td>$36,600</td>
</tr>
<tr>
<td>Three Persons</td>
<td>$41,200</td>
</tr>
<tr>
<td>Four Persons</td>
<td>$45,750</td>
</tr>
<tr>
<td>Five Persons</td>
<td>$49,400</td>
</tr>
<tr>
<td>Six Persons</td>
<td>$53,100</td>
</tr>
<tr>
<td>Seven Persons</td>
<td>$56,750</td>
</tr>
<tr>
<td>Eight Persons</td>
<td>$60,400</td>
</tr>
</tbody>
</table>

Households with rental income and those that are self-employed and are uncertain they meet the income eligibility requirements, please call the Special Programs Office.

"dedicated to the quality of life through housing and community initiatives"
Funding Priorities: The County has established the following Funding Priorities:

Priority 1: Single family, owner occupied, and primary residence - Homestead Exemption.

Priority 2: Property owners, single family or multifamily rental properties, occupied by qualified beneficiaries – very low- and low-income tenants.

The information collected as a result of this application process will determine household eligibility, funding levels and funding priorities. If you believe you are qualified for assistance based on the income limits and priorities outlined above, you must complete the enclosed application forms, as appropriate, and return the required documentation in order that the Special Programs Office may certify your eligibility. Read and carefully follow the application instructions.

The enrollment period will end January 14, 2005. It is anticipated that our office will complete a certification of eligibility of all responding households within 60 days of receipt of all applications. At that time, we will begin issuing Program funding commitments to individual households. The commitment letter will further detail how and when funding assistance will be provided.

Thank you in advance for your support and cooperation in the KLWTD’s effort to assist local residents connecting to the Key Largo Wastewater System. Should you have any questions after reviewing the enclosed material, please feel free to call Mark Bell or Paulette Rivas at the Special Programs in the Key West office at (305) 292-1221 or you can contact the KLWTD office at 451-5105.

Sincerely,

Mark A. Bell
Program Administrator

Attachments: Application Instructions
Application Form
Release of Information Form
Resident Income Certification
Social Security Consent Form
Statement of No Tax Return
Self-Addressed Return Envelope
KEY LARGO
SEWER SYSTEM CONNECTIONS – CDBG PROGRAM
APPLICATION INSTRUCTIONS

To be eligible for assistance, you must complete, sign and return ALL of the attached application forms as appropriate. A self-addressed envelope is included for your convenience.

APPLICATION
ALL applicants must complete the Application Form.

Property owners renting to eligible tenants will identify themselves on the application as the owner and the tenant will complete the application.

APPLICANT RELEASE OF INFORMATION FORM
ALL applicants must sign the Applicant Release of Information Form

RESIDENT INCOME CERTIFICATION FORM
ALL applicants must complete and sign the Income Certification Form. List ALL household members and ALL sources of household income.

SOCIAL SECURITY CONSENT FOR RELEASE OF INFORMATION FORM
If any of your income is from Social Security, sign the Social Security Consent Form used for benefit verification, otherwise leave blank. Complete the information on the form for each household member who receives Social Security benefits. (For income verification only).

PROVIDE A COPY OF YOUR LATEST FEDERAL INCOME TAX RETURN
ALL applicants must provide a complete copy of their latest Federal Tax Returns (Form 1040). This includes all schedules filed. If you are not required to submit a Federal Income Tax Return, you must complete the Statement of No Tax Return provided herein. If you are a property owner renting to eligible tenants, you are NOT required to submit a Federal Tax Return; the tenant is required to submit this form. (IRS Form 1040 is used for income verification only)

IRS 1040 Forms can be obtained by request through the IRS automated system at 1-800-829-1040, or by following the directions at the IRS website and selecting 1.6 Copies and Transcripts under “Frequently Asked Questions by Subcategory” at: http://www.irs.gov/faq/index.html

When completed, return the application to the Special Programs Office, Monroe County Housing Authority in the envelope provided.

MAIL To:        HAND DELIVERY To:
Special Programs Office, MCHA        KLWTD
1403 12th Street        Sante Building, 98880 Overseas Hwy
Key West, Florida 33040        Key Largo, Florida 33037

After November 15, 2004

Should you have any questions, please feel free to call Mark Bell or Paulette Rivas at the Special Programs Office, (305) 292-1221. It is anticipated that our office will complete the eligibility certification of all responding households within 60 days. At that time, we will begin issuing Program funding commitments to individual households.
KEY LARGO
SEWER LATERAL CONNECTIONS – PROGRAM ASSISTANCE

APPLICATION

APPLICANT INFORMATION

Owner's Name ____________________________________________

Co-Owner's Name _________________________________________

Renter(s) Name __________________________________________

Street Address ___________________________________________, Key Largo, Florida

Mailing Address __________________________________________

Home Phone ____________________________

HOUSEHOLD COMPOSITION

Total number of persons currently residing in the household _________

INCOME

Based on household composition, my/our total gross annual income does not exceed the following (check one):

<table>
<thead>
<tr>
<th>Persons</th>
<th>Income</th>
</tr>
</thead>
<tbody>
<tr>
<td>One Person</td>
<td>$32,050</td>
</tr>
<tr>
<td>Two Persons</td>
<td>$36,600</td>
</tr>
<tr>
<td>Three Persons</td>
<td>$41,200</td>
</tr>
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<td>Four Persons</td>
<td>$45,750</td>
</tr>
<tr>
<td>Five Persons</td>
<td>$49,400</td>
</tr>
<tr>
<td>Six Persons</td>
<td>$53,100</td>
</tr>
<tr>
<td>Seven Persons</td>
<td>$56,750</td>
</tr>
<tr>
<td>Eight Persons</td>
<td>$60,400</td>
</tr>
</tbody>
</table>

PRIORITY (Check One)

_____ 1. Owner Occupied, Primary Residence (Primary residence established by verification of homestead exemption on file with Monroe County Property Appraisers Office)

_____ 2. Rental Property, Income Eligible Tenants

OTHER RELEVANT CIRCUMSTANCES (please explain):
APPLICANT RELEASE OF INFORMATION FORM

I / We, the undersigned, hereby authorize the release without liability of information regarding my / our employment, income or assets to the SPECIAL PROGRAMS OFFICE, MONROE COUNTY HOUSING AUTHORITY for the purposes of verifying information provided as part of my / our application for assistance in the Key Largo Wastewater Treatment Project.

I / We understand that previous or current information regarding me/us may be needed. Verifications and inquiries may be requested including, but not limited to: personal identity, employment, income, assets, medical or child care allowances. I / We understand that this authorization will only be used to obtain information about me / us that is pertinent to my eligibility in the Key Largo Wastewater Treatment Project.

Privacy Act Notice: This information is to be used primarily by the agency collecting it or its assignees in determining whether I / we may qualify for the program. However, this application information may be disclosed outside the agency as required and permitted by law. I / we do not have to provide this information, but if I / we do not, my / our application for assistance maybe delayed or rejected.

Conditions: I / We agree that a photocopy of this authorization may be used for the purposes stated above. The original of this authorization is on file and will stay in effect for two years and six months from the date signed. I / We understand that I / we have a right to review this file.

Signatures_________________________ Date Signed ________________

<table>
<thead>
<tr>
<th>Head of Household</th>
<th>Print Name</th>
<th>Date of Birth</th>
<th>Social Security #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Spouse/Other Adult Member</td>
<td>Print Name</td>
<td>Date of Birth</td>
<td>Social Security #</td>
</tr>
<tr>
<td>Additional Adult Member</td>
<td>Print Name</td>
<td>Date of Birth</td>
<td>Social Security #</td>
</tr>
</tbody>
</table>

NOTE: THIS RELEASE CONSENT FORM CANNOT BE USED BY THE SPECIAL PROGRAMS OFFICE TO OBTAIN A COPY OF YOUR TAX RETURN ON YOUR BEHALF.
RESIDENT INCOME CERTIFICATION

Name(s) of Property Owner(s) or Renter(s): ________________________________

Property address: ______________________________________________________

A. Household Information (include all persons currently residing in the household)

<table>
<thead>
<tr>
<th>Member</th>
<th>Names</th>
<th>Relationship</th>
<th>Age</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>4</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>5</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

B. Annual Income

<table>
<thead>
<tr>
<th>Member</th>
<th>Wages/Salary (include tips, commission, bonuses &amp; OT)</th>
<th>Benefits/Pensions</th>
<th>Public Assistance</th>
<th>Other Income</th>
<th>Sources</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>2</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>3</td>
<td></td>
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<td>4</td>
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<td>5</td>
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<tr>
<td>6</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Totals</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Enter total income from all sources for all members $ __________

This amount is the Annual Household Income $ __________

C. Recipient Statement: The information on this form is to be used to determine maximum income for eligibility. I / We have provided, for each person set forth in Item A, acceptable verification of current annual income. I / We certify that the statements are true and complete to the best of my/our knowledge and belief and are given under penalty of perjury.

WARNING: Florida Statute 817 provides that willful false statements or misrepresentation concerning income and assets or liabilities relating to financial condition is a misdemeanor of the first degree and is punishable by fines and imprisonment provided under § 775.082 or 775.83.

_________________________ Date ____________________________
Signature of Head of Household ____________________________ Date ____________________________
Signature of Spouse/Other Adult Member
D. **Household Data:** Indicate the number of the appropriate categories for each of the individuals identified above as part of the household. Total gender and ethnicity should EQUAL total number in household. Identify number of Special Needs as appropriate.

*Note:* Information concerning the race or ethnicity of the occupants is being gathered for statistical use only. No occupant is required to give such information unless he or she desires to do so, and refusal to give such information will not affect any rights.

<table>
<thead>
<tr>
<th>Gender</th>
<th>Ethnicity</th>
<th>Special Needs</th>
</tr>
</thead>
<tbody>
<tr>
<td>Male</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female</td>
<td></td>
<td></td>
</tr>
<tr>
<td>White</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Black</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hispanic</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Asian/Pacific</td>
<td></td>
<td></td>
</tr>
<tr>
<td>American Indian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Hasidic Jew</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Disability</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Female Head of House</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Elderly</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
SOCIAL SECURITY, CONSENT FOR RELEASE OF INFORMATION

TO: Social Security Administration

From: Special Programs Office, Monroe County Housing Authority

Re: Request for Information, Benefit Verification

AUTHORIZATION: State and Federal Regulations require the Monroe County Housing Authority to verify Social Security Benefit Income of all members of the household applying for assistance. We ask your cooperation in supplying this information. This information will only be used to determine eligibility for assistance.

Name
Social Security Number

Address
Date of Birth

Name
Social Security Number

Date of Birth

I want this information released to the above organization to verify my income. I am an applicant for federal/state assistance under the Monroe County Community Development Block Grant, Key Largo Wastewater Treatment District Sewer Lateral Connection Program.

Please release the following information:

X- Gross monthly Social Security benefit amount

X- Gross monthly Supplemental Security benefit amount

X- Amount of monthly deductions for Medicare paid by the applicant

_________________________________  ____________________________
Signature  Date

_________________________________  ____________________________
Signature  Date
STATEMENT OF NO TAX RETURN

To be completed by applicants who are not required to file Federal Income Tax Returns

Head of Household _______________________________________________________________

Spouse/Other Adult Member_____________________________________________________

Property Address________________________________________________________________

I / We do not, are not required, to file a Federal Income Tax Return because:

_____________________________________________________________________________

The sources and amounts of my/our income are:

<table>
<thead>
<tr>
<th>Recipient Name</th>
<th>Source</th>
<th>Amount</th>
<th>Per Wk/Mo/Yr</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
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<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td></td>
<td>$</td>
<td></td>
</tr>
</tbody>
</table>

Signature, Head of Household    Print Name    Social Security #    Date

Signature, Spouse/Other Adult Member    Print Name    Social Security #    Date
KEY LARGO
WASTEWATER TREATMENT DISTRICT
SEWER CONNECTION ASSISTANCE
PROGRAM

NOTICE TO RESIDENTS

Monroe County has Community Development Block Grant (CDBG) and County funding to assist qualified, very low- and low-income residents with the eligible costs associated with connection to the central sewer system now under construction in Key Largo.

The Monroe County Housing Authority (MCHA) Special Programs Office (SPO) is administering the Program funding on behalf of the County and KLWT. The Point of Contact is Mark Bell or Paulette Rives, 1403 12th Street, Key West, Florida 33040, telephone (305) 292-1221, Monday through Friday, 8:00 a.m. until 5:00 p.m.

Construction of the wastewater treatment project is proceeding and homeowner connection is expected by the fall of 2005. Before this project is completed, MCHA will be contacting all affected residents for the purpose of accepting applications and determining eligibility for funding toward costs associated with connection to this wastewater treatment plant. This program is available to homeowners, primary residence and property owners renting to income-eligible tenants. During the application period, SPO staff will be in Key Largo one day a week to assist residents in the application process.

Over the next several months, those residents of Key Largo, who qualify as very-low (VLI) and low-income (LI) residents, and are expected to connect to this wastewater system, will be provided several opportunities to apply for assistance. The Application period is **November 15, 2004 through January 17, 2005**.

Authorized Program funding can be used to make direct payments on behalf of eligible residents:
- to plumbing contractors for lateral connections and septic tank and cesspool abandonment – 90% of the cost for VLI and 70% for LI, with a maximum amount of $3,000; and,
- to the KLWT for payment of a portion of any applicable system development fees – again, 90% of the cost for VLI and 70% for LI.
Key Largo Park

TOTAL PROJECT SOURCES AND USES OF FUNDS
September 30, 2004

**FUNDING COMMITMENT**

<table>
<thead>
<tr>
<th></th>
<th>General Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Federal:</strong></td>
<td></td>
</tr>
<tr>
<td>Army Corps.</td>
<td>$ 330,000</td>
</tr>
<tr>
<td></td>
<td>10%</td>
</tr>
<tr>
<td><strong>State:</strong></td>
<td></td>
</tr>
<tr>
<td>FDEP Grant</td>
<td>$ 1,660,000</td>
</tr>
<tr>
<td>FDEP Grant Amendment 2</td>
<td>$ 101,466 Advanced</td>
</tr>
<tr>
<td></td>
<td>Unused Cesspit Replacement Allocation</td>
</tr>
<tr>
<td>DCA Cesspit Grant</td>
<td>$ 421,107</td>
</tr>
<tr>
<td></td>
<td>Interlocal amount $1,225,600 / KLTV $804,493</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>2,268,419</td>
</tr>
<tr>
<td></td>
<td>68%</td>
</tr>
<tr>
<td><strong>Local:</strong></td>
<td></td>
</tr>
<tr>
<td>148 Fund</td>
<td>356,000</td>
</tr>
<tr>
<td>148 Fund (Cesspits)</td>
<td>FKAA used $323,393 for Boyle</td>
</tr>
<tr>
<td>304 Fund (Cesspits)</td>
<td>100,000</td>
</tr>
<tr>
<td></td>
<td>Admin portion Interlocal $790,000 (See below)</td>
</tr>
<tr>
<td></td>
<td>Interlocal amount $790,000 / KLTV $424,185</td>
</tr>
<tr>
<td><strong>Subtotal</strong></td>
<td>721,815</td>
</tr>
<tr>
<td></td>
<td>22%</td>
</tr>
<tr>
<td><strong>Total Funds</strong></td>
<td>$ 3,320,234</td>
</tr>
</tbody>
</table>

**ESTIMATED PROJECT COST**

<table>
<thead>
<tr>
<th></th>
<th>Billings to 9/30/2004</th>
<th>Estimate To Complete</th>
<th>Total Cost To Complete</th>
</tr>
</thead>
<tbody>
<tr>
<td>FKAA Spending</td>
<td>$ 326,000</td>
<td>0</td>
<td>$ 326,000</td>
</tr>
<tr>
<td>Weiler Engineering</td>
<td>55,301</td>
<td>72,709</td>
<td>128,010</td>
</tr>
<tr>
<td>Higgins Contract (Proposed)</td>
<td>0</td>
<td>2,200,000</td>
<td>2,200,000</td>
</tr>
<tr>
<td>Higgins (Calusa Pipe increase)</td>
<td>0</td>
<td>59,400</td>
<td>59,400</td>
</tr>
<tr>
<td>Brown &amp; Caldwell (Calusa Eng'g)</td>
<td>0</td>
<td>5,825</td>
<td>5,825</td>
</tr>
<tr>
<td>Haskell Change Order (Eng'g))</td>
<td>66,391</td>
<td>7,376</td>
<td>73,767</td>
</tr>
<tr>
<td>Government Services Group</td>
<td>18,323</td>
<td>0</td>
<td>18,323</td>
</tr>
<tr>
<td>KLWTD Staff Expense</td>
<td>896</td>
<td>24,104</td>
<td>25,000</td>
</tr>
<tr>
<td>Contingency*</td>
<td></td>
<td></td>
<td>150,000</td>
</tr>
<tr>
<td><strong>Total Expenses</strong></td>
<td>$ 456,911</td>
<td>$ 2,369,414</td>
<td>$ 2,986,325</td>
</tr>
</tbody>
</table>

*Certain valves ($ 59,000) and pits ($ 54,000) included in the KLTV project may be utilized in the KLP project, in which case funding in the total amount of $ 113,000 would be transferred from the KLTV project to the KLP project.
November 2, 2004

Chuck Fishburn
District Manager
Key Largo Wastewater Treatment District
161 Dubonnel Rd
Tavernier, Florida 33070

24533.007/1

Subject: Wastewater Management System for Key Largo Trailer Village and Key Largo Park

Dear Mr. Fishburn:

This letter responds to your letter dated October 28, 2004 requesting Brown and Caldwell's confirmation of continued professional services to the District. Brown and Caldwell would be happy to provide professional services to the District for the construction of the Key Largo Park. In order to proceed, we will need to establish a direct contractual relation with the District. If desired, we can prepare a standard contract and cost proposal within a short time.

Please call me if you have any questions.

Very truly yours,

BROWN AND CALDWAELL

Joe Paterniti, P.E.
Project Engineer

cc: Stuart Oppenheim, BC - Miami
    Peter Kinsley, the Haskell Company
    Walt Messier, D. N. Higgins - Key West
November 5, 2004

Daniel N. Higgins, Vice President
D.N. Higgins, Inc.
3390 Travis Pointe Road, Suite A
Ann Arbor, Michigan 48108

RE: Notice to Proceed  VIA: Facsimile: 734-995-5480 and first class mail

Dear Mr. Higgins:

A month has passed since we sent you a notice to proceed. In that Letter we asked that you “examine the revised plans and specifications and prepare a change order for District consideration, covering changes in compensation and project timing that may be required as a result of these project changes.” We asked that you respond within ten working days from the date of the letter, and if that were not possible, to let us know when you would be in a position to proceed.

Although Walt Messer of your company has been intimately involved in the planning and design for Key Largo Park, and has met with me twice to review aspects of this project, we have had no written response from you regarding timing, cost, or other issues to be addressed in response to our recent letter.

Please be advised that we need a substantial written response from you on this project by November 12, 2004.

Sincerely,

Charles F. Fishburn, General Manager, KLWTD

CC: Mr. Walt Messer, Hand Delivered
    Key Largo Wastewater Treatment District Board
    District Counsel Thomas Dillon

Board of Commissioners: Chairman Gary Bauman, Cris Beaty, Charles Brooks, Andrew Tohin
Hal Canvax
Aurora Spallucci
Bob Shilling
Brian Armstrong
Tom Will
Bob Feldman
Kirk Zurla
Jim Reynolds
Sheila Barker
Kerry Cherry
Bob NABORS
Jim Robertson
Dave Koppel
Chuck Fishburn
Chas Brooks
Marty Waits
David Koppel
Mark Rosch

Public Fin. Mgmt.
Monroe City
Court
Haven, City
Nabors, Giblin, Nicholson
Monroe County
Att'y
FKA

FKA
Monroe County
FKA
NABORS, GIBLIN, NICHOLSON
Monroe County

KLWTV

Monroe Co. Engineering
Monroe Co. Land Authority
W. Jay Hunston, Jr., Esq.
Attorney & Dispute Resolution Professional

Summary of legal qualifications

1976 – Present  Ohio, Admitted to Practice in all State Courts
1979 – Present  Florida, Admitted to Practice in all State Courts
1983 – 2003  Florida Bar Board Certified Civil Trial Lawyer
1995 – Present  Colorado, Admitted to Practice in all State Courts
2001 – Present  Montana, Admitted to Practice in all State Courts

Summary of ADR qualifications

1991 – Present  Florida Certified Circuit Civil Mediator
1998 – Present  Florida Certified Family Mediator
2000 – Present  Approved NASD Mediator
2000 – Present  Qualified Florida Arbitrator

Education

1971  B. A., Denison University  Granville, OH
1976  J. D., Stetson Univ. College of Law  Gulfport, FL

Professional experience

1976 - 1979  Hunston, Hunston & Hunston  Salem, OH
             Litigation Partner
1980 - 1995  DeSantis, Gaskill & Hunston,  North Palm Beach, FL
             Litigation Partner
1996 - 2000  Booze Casey Ciklin, et al.  West Palm Beach, FL
             Litigation Partner
2001 - Present  Booze Casey Ciklin, et al.  West Palm Beach, FL
               Of Counsel
               • Mediation (Civil & Family)
               • Dispute Resolution Services
               • Special Master Services
Professional memberships

Association for Conflict Resolution. Practitioner

Florida Academy of Professional Mediators. Member

American Bar Association, Section of Dispute Resolution. Member

The Florida Bar, Ohio State Bar Association, Colorado Bar Association, Montana State Bar Association, Palm Beach County Bar Association. Member

Areas of Experience

Complex civil and family law matters, including probate litigation, multi-party litigation, private and professional business association dissolutions, eminent domain and inverse condemnation proceedings on behalf of property owners and condemning authorities, real estate construction disputes, construction defects disputes for municipal and governmental utility and wastewater treatment authorities, residential and commercial real estate disputes, real estate foreclosures, workouts of significant commercial and residential properties, defense of fair-housing fair-lending discrimination cases, representation as special trial counsel for debtors in Chapter 11 reorganization proceedings, informal and formal administrative agency proceedings, zoning and land use litigation matters, and employment and labor law disputes involving both the public and private sectors.

Dispute Resolution Philosophy

Positive, creative results. When the dispute resolution professional truly believes in the dynamics of the process and the results that can be achieved through proper utilization of the process, there is no limit to the creative solutions that can be designed by parties to a dispute. The imposition of an outcome by a third party arbiter seldom, if ever, produces a perceived fair result from which disputing parties may move on and beyond their differences.

Geographic Areas of Practice

Day to day practice throughout Palm Beach, Martin, St. Lucie, Broward, Indian River, and Okeechobee Counties, Florida.

Available upon prior arrangements throughout Florida, Montana, Colorado and Ohio.

Basis of Compensation

Hourly or per diem, plus travel and out of pocket costs. Rates available upon request.
**Lawrence M. Watson, Jr.**
*Upchurch Watson White & Max*

**Principal**
Direct Dial: 800-863-1462 / 407-661-1123  
Email: lwats@uww-adr.com

<table>
<thead>
<tr>
<th>Professional Education and Qualifications</th>
<th>Practice Experience</th>
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| J.D. University of Florida, Levin College of Law  
Advanced Negotiations Program, Harvard University Law School | Including but not limited to ... |
| • Certified Florida Circuit Court Mediator (All Circuits) | • Commercial Litigation  
• Construction  
• Class Action Disputes  
• Insurance/Reinsurance  
• Environmental/Land Use  
• Title VII Civil Rights  
• Intellectual Property  
• Professional Malpractice  
• Products Liability  
| • Certified U.S. District Court Mediator,  
Northern, Middle and Southern Districts of Florida | *Specializing in complex multi-party issues* |

**Background**
Lawrence “Larry” Watson is a founding partner of the Upchurch Watson White & Max Mediation Group. He first came to the ADR profession in 1985 from an extensive practice in litigation and quickly developed national recognition as a pioneer civil trial mediator. He served fourteen terms as Chairman of the Florida Supreme Court Standing Committee on Mediation and Arbitration Rules and Procedures, and was awarded The Florida Dispute Resolution Center’s Outstanding Achievement Award for his work on that committee. He was instrumental in developing one of the nation’s first comprehensive set of ethical standards for mediators, which was adopted by the Florida Supreme Court in February 2000 and which earned him the Florida Academy of Professional Mediators Award of Merit for that same year. He has also been honored for outstanding service to the profession by the American College of Civil Trial Mediators.

Mr. Watson has mediated cases in Alabama, Colorado, Georgia, Illinois, Kansas, Missouri, Mississippi, North Carolina, New Jersey, New York, South Carolina, Tennessee, Pennsylvania, Texas, Virginia, West Virginia, and the United Kingdom, as well as Florida. He is a frequent lecturer and writer on mediation, litigation, dispute resolution procedures and ADR process design.

**Memberships, Publications**
- Past President, Founder and Fellow, American College of Civil Trial Mediators  
- Past Chair, FL Supreme Court Standing Committee on Mediation and Arbitration Rules & Procedures  
- Past Chair, ABA Section of Litigation, Construction Litigation Committee  
- Past Chair, ABA Section of Litigation, ADR Committee  
- Former Division Director, ABA Section of Litigation  
- Past President, The Florida Bar Trial Lawyers’ Section  
- Author: “Effective Advocacy in Mediation, A Planning Guide for a Civil Trial Mediation”,  
“The Case for Mediated Case Management”  
- Co-Author: “Survey on Arbitration”, ABA Section of Litigation Task Force on ADR Effectiveness  
- Presentations: ABA Section of Litigation, Section of Dispute Resolution, Forum on the Construction Industry, Chartered Institute of Arbitrators (UK), CPR Institute for Dispute Resolution, The Florida Bar, South Carolina Bar, Florida Academy of Trial Lawyers.

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LEASE

THIS AGREEMENT, entered into this ___ day of September, 2004 between Chris Sante, hereinafter called the LESSOR, and Key Largo Wastewater Treatment District, hereinafter called LESSEE, whose address is P.O. Box 491, Key Largo, Florida, 33037:

WITNESSETH, that the said LESSOR does this day lease unto said LESSEE, and said LESSEE does hereby hire and take as tenant under said LESSOR the following described real property:

That certain building located at 98880 Overseas Highway, Key Largo, consisting of 2,450 SQUARE FEET, more or less.

to be used and occupied by the LESSEE for a term of TEN (10) years beginning on October 1, 2004, and ending on September 30, 2014. LESSEE shall be entitled to terminate the lease on twelve months’ written notice. If the premises are not completed and ready for occupancy on October 1, 2004, the commencement date of this lease shall be delayed, and rent shall be abated, until the premises are completed and ready for occupancy.

This lease is payable as follows:

LESSEE shall pay to LESSOR each month $2,450.00. LESSEE is exempt from state and local sales tax. Any rental payment mailed by the LESSOR more than (15) days after its due date shall be subject to a ten (10) percent late charge. All payments to be made to the LESSOR shall be made without demand on the first (1) day of each and every month without demand at the office of the LESSOR at P.O. Box 3006, Key Largo, Florida 33037 or at such other place and to such other person as the LESSOR may from time to time designate in writing.

Upon the yearly anniversary date of this lease, the monthly rental shall be increased by the Consumer Price Index (all items) for the Southern United States, of the Bureau of Labor Statistics, U.S. Department of Labor that occurred during the prior twelve-month period ending October 30, of the then current year. However in no event shall the rent in any year be lower than the rent in the prior year or will not exceed a 5% increase in any one year.

The following express stipulations and conditions are made as part of this Lease and are hereby assented to by the LESSEE:

1. The LESSEE shall not assign this Lease, nor sub-let the premises, or any
part thereof nor use the same, or any part thereof, nor permit the same or any part thereof, or to be used for any other purpose than as office and public meeting space, nor make any major alterations therein, without the written consent of the LESSOR, which consent shall not be unreasonably withheld, and all additions, fixtures or improvements which may be made by LESSEE, other than trade fixtures and improvements capable of being removed without material damage to the premises, shall become the property of the LESSOR and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease.

2. It is expressly agreed and understood by and between the parties to this agreement, that the LESSOR shall not be liable for any damage or injury by water, which may be sustained by the said LESSEE or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any, co-tenant, agents, occupants, customers or employees, or of any other person whomsoever by reason of a breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building. All personal property placed or moved in the premises above described shall be at the risk of the LESSEE or owner thereof.

3. The LESSEE shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, in, upon, or connected with said premises during said term; and shall promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at LESSEE'S own cost, provided that LESSOR shall bear and be responsible for the cost of abating any nuisances and code violations found to exist by reason of the design or construction of the premises and any improvements provided by LESSOR hereunder.

4. In the event the premises shall be destroyed or so damaged or injured by wind, fire, flood or other casualty during the life of this agreement, whereby the same shall be rendered untenantable, then the LESSOR shall have the right to render said premises untenantable by repairs within ninety days therefrom, but all rents abate during repair period. If said premises are not rendered untenantable within said time, it shall be optional with
either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be by a written notice sent to the non-canceling party at the address shown in this Lease or at such other address as that party may designate in writing.

5. The prompt payment of the rent within the 15-day grace period for said premises upon the dates named, and the faithful observance of the terms of this Lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by County or Government to LESSOR, are the conditions upon which the lease is made and accepted and any failure on the part of the LESSEE to comply with the terms of said Lease, or any of said rules and regulations now in existence shall at the option of the LESSOR, work a forfeiture of this contract, and thereupon the LESSOR, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom, and the LESSEE agrees, upon any and all notices required by law, to vacate the premises.

6. If the LESSEE shall abandon or vacate said premises before the end of the term of this Lease, or shall suffer the rent to be in arrears for more than 15 days, the LESSOR may, at his option, forthwith cancel this lease and/or he may exercise any other legal remedy under Chapter 83, Fla. statutes.

7. LESSEE agrees to pay the cost of collection and attorney's fees on any part of said rental that may be collected by suit or by attorney, after the same is past due.

8. The said LESSEE does hereby agree to pay attorney's fees if LESSOR is the prevailing party, together with all costs and charges therefore incurred or paid by the LESSOR. LESSOR agrees to pay the cost of attorneys' fees incurred by LESSEE as reasonably necessary to enforce the rights of LESSEE under this Lease and applicable law.

9. The LESSOR, or any of his agents, shall have the right to enter said premises during normal business hours with 24 hours notice for any major repairs, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT"
at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the premises and/or building.

10. LESSEE hereby accepts the premises in the condition they are in at the beginning of this Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement and to make good to said LESSOR immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliance or appurtenances of said premises, or of the building, caused by any act or neglect of LESSEE, or of any person or persons in the employ or under the control of the LESSEE. LESSOR shall be responsible for the main structural items. LESSOR shall be responsible for maintaining the grounds.

11. If the LESSEE shall become insolvent or if bankruptcy proceedings shall be begun by or against the LESSEE, before the end of said term the LESSOR is hereby irrevocably authorized at its option, to forthwith cancel this Lease, as for a default. LESSOR may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting LESSOR’S rights as contained in this contract, and such receiver, trustee, or other judicial officer shall have all of the rights and privileges of the LESSEE under this lease.

12. Under no circumstance will the lease be considered as conveying any right to occupy the premises as a residence and all residential occupancy of the premise is strictly prohibited.

13. LESSEE will be solely responsible for payment of all utility deposits in addition to all charges for gas, water, electric and telephone service. The cost of sewer, and trash and garbage collection and maintaining the septic system shall be borne by the LESSOR. LESSEE will not pay a pro-rata rate for the percent of the building rented as defined under section 23.
14. This contract shall bind the LESSOR and its assigns or successors, and the heirs, assign, administrators, legal representatives, executors or successors as the case may be.

15. It is understood and agreed between the parties hereto that time is of the essence of this contract and this applies to all terms and conditions contained herein.

16. It is understood and agreed between the parties hereto that written notice mailed certified return receipt requested or delivered to the General Manager of LESSEE at the premises leased hereunder shall constitute sufficient notice to the LESSEE and written notice mailed certified return receipt or delivered to the office of the LESSOR shall constitute sufficient notice to the LESSOR, to comply with the terms of this contract.

17. The rights of the LESSOR and the LESSEE under the foregoing shall be cumulative, and failure on the part of the LESSOR or the LESSEE to exercise promptly any rights given hereunder shall not operate to forfeit any of the said rights.

18. It is further understood and agreed between the parties hereto that any reasonable charges against the LESSEE by the LESSOR for services or for work done on the premises by order of the LESSEE or otherwise accruing under this contract shall be considered as rent due and shall be included in any lien for rent due and unpaid.

19. It is hereby understood and agreed that any new signs or advertising to be used, including awnings, in connection with the exterior of the premises leased hereunder shall be first submitted to the LESSOR and county for approval before installation of same.

20. LESSEE shall procure and maintain at all times during the lease term, at LESSEE'S cost, a comprehensive public liability insurance policy protecting LESSOR against all claims or demands that may arise or be claimed on account of LESSEE'S use of the premises, in the amount of at least $1,000,000 for injuries to persons in one accident, $500,000 for injuries to any one person, and $100,000 for damage to property. LESSEE shall be in compliance with the terms of this paragraph if LESSEE obtains an endorsement upon LESSEE'S comprehensive public liability insurance naming LESSOR as an additional insured. LESSEE shall provide LESSOR with such evidence of the aforementioned insurance coverage yearly upon renewal of these policies. If LESSEE desires to carry fire, wind and or flood insurance, then LESSEE shall provide LESSOR with
such evidence with LESSOR as loss payee. LESSEE will not pay a pro-rata rate for insurance based on the percent of the building rented as defined under section 23.

21. LESSEE shall have the right to the use of all of the designated auto parking spaces on the leased premises available at the leased premises but understands that the parking lot is for the use of all tenant and customers on a first come, first served basis.

22. LESSEE agrees that no major alterations shall be done until after obtaining the express written consent of the LESSOR, which consent, will not be unreasonably withheld.

23. LESSEE shall not pay a pro-rated ad valorem real property tax due and payable on the property, which the leased premises are located, commencing with the real property taxes due for each calendar year of the lease. LESSEE share of the Real Estate tax shall be based upon _-0-__% of the annual tax bill based on the November amount. This amount will be payable on or before January 31, of each year. LESSEE shall be solely responsible for the payment of tangible taxes of the contents of the leased premises.

24. In the event LESSEE fails to make any payment or do any act required, LESSOR may, with five days written notice or demand, and without releasing LESSEE from any obligations hereunder, or waiving any breach hereof, make or do the same, and may pay, purchase, contest or compromise any charge, lien, or encumbrance that reasonably appears to affect the leased property, thereby incurring any liability and expending any amounts LESSOR reasonably deems necessary or appropriate. All expenses so paid or incurred by LESSOR shall be due and payable within 30 days after demand by LESSOR.

25. LESSEE will cooperate in executing any documents that are required by lenders, buyers, sellers, to execute for any sale and or mortgage of property. LESSEE shall not be legally obligated for any loans, or mortgages sign by the LESSOR. This is for information only so that the LESSOR can obtain financing as needed.

26. Property to be used for the following: Any business conducted by the Key Largo Wastewater Treatment District.

27. LESSOR agrees to install interior walls, drywall, lighting, electric, and paint for office layout provided by LESSEE. LESSEE to provide and install flooring.
28. All of the improvements made by LESSOR must ensure accessibility for disabled persons as required by applicable law. LESSOR must certify that the design and construction of the offered space and any subsequent alterations by LESSOR of the offered space shall meet the specifications of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, Appendix A to 28 CFR part 36) as published in the Federal Register, Vol. 56, No. 144, Friday, July 26, 1991, Rules and Regulations (hereafter referred to as ADA compliance) on the date of occupancy and throughout the entire occupancy of the LESSEE. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101) defines the LESSEE as a "public entity" subject to Title II of the ADA. LESSOR must provide space that meets ADA compliance as it applies to a public entity. In providing space that meets the Title II requirements, the LESSOR does not have and will not attain the right to direct how, when or where program services are delivered. LESSOR must provide space that meets the same level of ADA compliance that would be required as if the offered space were in a newly constructed, State-owned facility from which all program services are directly delivered to the public. ADA compliance under Title II is more stringent than the compliance requirements for commercial space. LESSEE'S inspection and acceptance of the space and alterations does not relieve LESSOR of responsibility for ADA compliance.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Chris Sante, LESSOR

[Signature]

Date: 1/1/04

Key Largo Wastewater Treatment District

LESSEE

By

Gary Bauman, Chairman

Date: __________________________
Attest:

By ____________________________
Cris Beaty, Secretary

Date: __________________________