2008KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS

AGENDA

Tuesday August 19, 2008 4:00 PM
98880 Overseas Hwy
Key Largo, FL 33037

Gary Bauman	**Chairman**
Andrew Tobin	**Vice Chairman**
Claude Bullock	**Secretary-Treasurer**
Susan Hammaker	**Commissioner**
Norman Higgins	**Commissioner**

Charles F. Fishburn	**General Manager**
Thomas Dillon	**District Counsel**
Carol Walker	**District 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 District Clerk at 305-4453-5804 at least 48 hours in advance to request accommodations.

4:00 **A. CALL TO ORDER**

4:01 **B. PLEDGE OF ALLEGIANCE**

4:02 **C. ROLL CALL**

4:03 **D. APPROVAL OF AGENDA WITH ANY ADDITIONS OR DELETIONS**

4:10 **E. PUBLIC COMMENT**

4:20 **F. PROCLAMATION FOR SUMMER INTERN**

4:25

G. COMMISSIONER'S ITEMS **TAB 1**

1. Update on Aug. 14, 2008 Deep Injection Well Bid (Commissioner Hammaker)
2. Report on Aug. 13, 2008 Sewer Summit (Commissioner Hammaker) **TAB 2**
3. Basin B Phase I Community Relations (Commissioner Hammaker) **TAB 3**

4:40

H. BULK ITEMS Action

4. Minutes of August 5, 2008 **TAB 4**
5. Pending Payments **TAB 5**
6. Assessment Appeal for Arnoldo Diaz **TAB 6**
7. Assessment Appeal for Fl Keys Aqueduct Authority **TAB 7**
8. Assessment Appeal for Famtoda Corp **TAB 8**

4:45

I. ENGINEER'S REPORT

9. Monthly Status Report **TAB 9**

5:00

J. FINANCIAL REPORT

10. Preliminary Capital Budget / 4 Year Plan **TAB 10**
11. Resolution No. 15-08-08 $25,000,000 Loan from Rural Water Action **TAB 11**

5:30

K. LEGAL COUNSEL REPORT

5:35

L. GENERAL MANAGER'S REPORT

12. Operation & Maintenance of Calusa Collection System Action **TAB 12**
13. SR 905 Status Report **TAB 13**
14. Bobcat Purchase Action **TAB 14**

6:15

M. ADJOURNMENT

KEY LARGO WASTEWATER TREATMENT DISTRICT

PROCLAMATION RECOGNIZING
GEORDIE STEINACKER, VOLUNTEER

WHEREAS; Volunteering of one's time and resources is an undisputed part of the essence of our country and essential to its vital life; and

WHEREAS; our nation is experiencing a time when material and technological resources are becoming increasingly limited; and

WHEREAS; Geordie Steinacker has shown that he truly cares and wants to share of himself; and

WHEREAS; Geordie Steinacker has set an extraordinary example for the youth of Monroe County

NOW, THEREFORE, I, Gary Bauman, Chairman of the Key Largo Wastewater Treatment District urge the youth of Monroe County to follow Geordie Steinacker's example in giving of his time and thank him for it.

In Witness Whereof, *I have set my hand and caused the official seal of the Key Largo Wastewater Treatment District to be affixed this 19th day of August, 2008*

BY: _____

Gary Bauman, Chairman

TAB 1

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. /

[ ] PUBLIC HEARING [ ] RESOLUTION

[X] DISCUSSION [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Update on Aug. 14 Deep Injection Well Bid

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager _____
Date: _____

Originating Department: Commissioner Hammaker	Costs: Approximately $ Funding Source:	**Attachments:** Preliminary Results.
Department Review: [ ] District Counsel _____ [ ] General Manager ____ [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**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: The preliminary results of the Deep Well bid are attached.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation

Key Largo Wastewater Treatment District
Injection Well System Bid Tab
14-Aug-08

Item No.	Description	All Webbs	Youngquist
1	Mobilization/Demobilization	$ 636,191.00	$ 850,000.00
2	Class I Injection Well (IW1) Construction	$ 3,379,003.00	$ 3,543,973.00
3	Deep Monitor Well (MW1) Construction	$ 1,216,017.00	$ 1,085,000.00
	Total:	$ 5,231,211.00	$ 5,478,973.00

TAB 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 2

[ ] PUBLIC HEARING [ ] RESOLUTION

[X] DISCUSSION [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Report on Aug. 13 Sewer Summit

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager C.J.H.
Date: 8-13-08

Originating Department: Commissioner Hammaker	Costs: Approximately $ Funding Source:	**Attachments:** Two Charts
Department Review: [ ] District Counsel _____ [X] General Manager C.J.H. [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**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: Representative Saunders held a Wastewater Summit in Marathon on August 12, 2008. The attached was presented by the County and KLWTD.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation

Proposed Distribution of State of Florida Authorized Wastewater Funding Assistance

Wastewater Utility/Municipality	Total Project Cost* Millions of Dollars ($MM)	Proposed Distribution	
		Percentage	$ MM
North Key Largo Utility Corporation**	$10.35	1.33%	$2.66
Key Largo Wastewater Treatment District	$197.52	22.50%	$45
Village of Islamorada	$132.37	17.10%	$34.20
Key Colony Beach**	$0.50	0.10%	$0.20
City of Marathon	$85.03	11%	$22
Unincorporated Monroe County FKAA Partnership	$260.45	36.47%	$72.94
City of Key West	$89.03	11.50%	$23
Total	$775.25	100%	$200

* Total project cost include planning, design, administration, and construction costs.

** These estimates do not include existing facility costs.

MONROE COUNTY PROPOSAL

PROPOSED DISTRIBUTION OF STATE OF FLORIDA AUTHORIZED WASTEWATER FUNDING ASSISTANCE

WASTEWATER UTILITY MUNICIPALITY	2009 Distribution	2010 Distribution	2011 Distribution	2012 Distribution	State Subsidy Per (EDU) (Revision 1)	SDC*	Matching Loan Millions	Utility Base Charge/Mo*	2010.5 Mandate	Wastewater Construction	Hot Spots
North Key Largo Utility Corp	2% $1 Million	2% $1 Million	$660,000		$1478 (1,800)	$2786		$35 (No flow Charge)	Yes	Yes	No
Key Largo Wastewater Treatment District	40% $24 Million				$1745 (13,750)	$5200	$50	$33.60	Yes	Yes	2,4,7,9,12,15,17,19,20,21,24,29, (13)
Village of Islamorada		49% $24.5 Million	30% $12.5 Million		$3461 (10,690)	$5700	$2	$37	Yes	Yes	14,18,22,30,32,33,37,38 (8)
Key Colony Beach				$200,000	$133 (1,502)	$0			No	No	No
City of Marathon	45% $22.5 Million				$2878 (7,818)	$6700	$20	$35	Yes	Yes	1,13,34,35 (4)
Unincorporated Monroe County FKAA Partnership	5% $2.5 Million	49% $24.5 Million	60% $30 Million	32% $16 Million	$5896 (12,381)	$4500 $2700	$10	$35	Yes	Yes	3,5,6,8,10,11,16,23,25,26,28,31,36,39,40,41, 42,43,44 (19)
City of Key West				68% $34 Million	$412 (24,075)	$0		$12	No	No	No
Total	100%	100%	100%	100%	(72,016)						44

*Other than KLWTD numbers are estimates

KLWTD / REVISION 1
8.12.08
C. F. Fishburn

TAB 3

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 3

[ ] PUBLIC HEARING [ ] RESOLUTION

[X] DISCUSSION [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Basin B Phase I Community Relations

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager C.J.H
Date: 8-13-08

Originating Department: Commissioner Hammaker	Costs: Approximately $ Funding Source:	**Attachments:**
Department Review: [ ] District Counsel _____ [X] General Manager C.J.H [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**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: Commissioner Hammaker reports that everything is going well and Ric-Man is very professional. A lot of the Basin B -1 neighborhood is showing interest currently.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 4

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

SUBJECT: Minutes of August 5, 2008.

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

Approved by General Manager C.J.2

Date: 8-11-08

Originating Department: District Clerk	Costs: Funding Source: Acct. #	**Attachments:** Minutes of Aug. 5, 2008
Department Review: [X] District Counsel TH [X] General Manager C.J.2 [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**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:

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

MINUTES
Key Largo Wastewater Treatment District (KLWTD) Board of Commissioners Meeting

August 5, 2008
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a regular meeting on August 5, 2008 at 4:03 PM. Present were Commissioners Susan Hammaker, Norman Higgins, Andrew Tobin, and Chairman Gary Bauman. Also present the General Manager Charles F. Fishburn, District Counsel Thomas M. Dillon, District Clerk Carol Walker, and all other appropriate District Staff.

The Pledge of Allegiance was led by Chairman Bauman.

APPROVAL OF AGENDA
Charles Fishburn, General Manager, introduced Dan Saus in for Ed Castle of Weiler Engineering. Mr. Fishburn added and item about Representative Ron Saunders' Wastewater Summit and under Finance and article introducing the Rural Water Loan documents.

Motion: **Commissioner Higgins made a motion to approve the agenda as amended. Commissioner Hammaker seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	X		
Commissioner Hammaker	X		
Commissioner Higgins	X		
Commissioner Tobin	X		
Commissioner Bullock			Absent

Motion passed 4 to 0

PUBLIC COMMENT
The following persons addressed the Commission: Robby Majeska, Key Largo, stated that he was against 28% raises and would like to see bonuses instead and he would like to see the Board take a firm stand with Calusa Campground.

COMMISSIONER ITEMS
Injection Well Update
Commissioner Hammaker requested and update on the Well Bid.

Charles Fishburn told the Board the Bid is due on August 14, 2008.

Citizen's Comments on SR 905 Compliance
Commissioner Hammaker stated that Dr. Wells was concerned with what was happening. Dr. Wells was not at the meeting he was called out of town on an emergency. Charles Schaad attended the meeting for Dr. Wells.

BULK ITEMS
Minutes of July 1 & July 15, 2008
Pending Payments
Assessment Appeal for ALAMAR LLC
Assessment Appeal for Holiday RV
Resolution No. 14-08-08 Wire Transfer Policy

Motion: Commissioner Tobin made a motion to approve Bulk Items with the Pending Payments Contingent upon the availability of funds. Commissioner Hammaker seconded the motion.

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	X		
Commissioner Hammaker	X		
Commissioner Higgins	X		
Commissioner Tobin	X		
Commissioner Bullock			Absent

Motion passed 4 to 0

Resolution 13-05-08 Retirement Plan Conversion
Commissioner Tobin asked Martin Waits, CFO, if the Board passed the resolution would the 3% contribution for retirement be implemented. Mr. Waits explained that it would not be automatic; it would be brought to the Board for action.

Motion: Commissioner Tobin made a motion to approve Resolution 13-08-08. Commissioner Tobin seconded the motion.

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	X		
Commissioner Hammaker	X		
Commissioner Higgins	X		
Commissioner Tobin	X		
Commissioner Bullock			Absent

Motion passed 4 to 0

ENGINEER'S REPORT
Monthly Progress Report

Dan Saus of Weiler Engineering reported that the design of Basin C is continuing and that Basin's E and F and are being surveyed. The south force-main drawings are at 60% design level. The planned bid due date for the treatment plant is mid-September.

FINANCIAL REPORT

Army Corp PCA Amendment

Mr. Waits told the Board the signing of the PCA has been moved to August 28, 2008.

Motion: **Commissioner Higgins made a motion to authorize the Chairman to sign the Army Corp PCA Amendment Documents. Commissioner Tobin seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	X		
Commissioner Hammaker	X		
Commissioner Higgins	X		
Commissioner Tobin	X		
Commissioner Bullock			Absent

Motion passed 4 to 0

FY-2008 Audit Contract

Mr. Waits introduced the audit contract with Grau and Associates for the audit of FY 2008.

Motion: **Commissioner Tobin made a motion to approve the Grau & Associates contract for the audit of FY 2008. Commissioner Higgins seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	X		
Commissioner Hammaker	X		
Commissioner Higgins	X		
Commissioner Tobin	X		
Commissioner Bullock			Absent

Motion passed 4 to 0

Revised FY 2008 Wastewater Service Operations Budget

Mr. Waits explained to the Board that since the issue with Calusa Campground has not been resolved and the District did not hook up as many customers on US 1 as anticipated there is a short fall in the budget. He introduced the revised FY 2008 Wastewater Service Operations Budget.

Motion: **Commissioner Tobin made a motion to approve the revised Wastewater Service Operations Budget for FY 2008. Commissioner Higgins seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	**X**		
Commissioner Hammaker	**X**		
Commissioner Higgins	**X**		
Commissioner Tobin	**X**		
Commissioner Bullock			**Absent**

Motion passed 4 to 0

Preliminary FY 2009 Wastewater Service Operations Budget
Mr. Waits introduce the budget.

Commissioner Tobin stated that he would like to see a line item to reduce the customers' fees.

Chairman Bauman requested that Weiler Engineering look at reserve requirements.

The Board agreed that the District's policy was that they would like to have 50% of the cost of implementing the 2010.5 unfunded mandate be covered by the State and that the District will lower customers' fees as soon as possible.

Unresolved FY 2009 Budget Issues
Mr. Waits asked for clarification on direction as to what to do with the following in the FY 2009 Budget:

Total Annual Salary Budget
Professional Services Contingency Amount
Bank Line of Credit Amount
District Retirement Plan Contribution.

The Board directed him to leave everything in except the Professional Services Contingency Amount; he is to remove the Professional Services Contingency Amount.

Rural Water Loan
Mr. Waits introduced the Board to the documentation that he will present at the next meeting for application to the Rural Water Association for a loan.

LEGAL REPORT

District Counsel Contract
The Commissioners discussed the proposed contract to be effective 10/01/08.

Motion: Commissioner Higgins made a motion to approve District Counsel Thomas Dillon's contract. Commissioner Tobin seconded the motion.

Vote on Motion

Member	Yes	No	Other
Chairman Bauman		**X**	
Commissioner Hammaker	**X**		

Commissioner Higgins	**X**		
Commissioner Tobin	**X**		
Commissioner Bullock			**Absent**

Motion passed 3 to 1

Calusa Campground

The Board went into a closed session on Calusa Campground at 6:06 PM.

Calusa Campground Closed Session

The Key Largo Wastewater Treatment District Board went into Attorney/Client Session to discuss Calusa Campground settlement strategy. The following persons were in attendance: Chairman Gary Bauman, Commissioners Andrew Tobin, Norman Higgins, and Susan Ford Hammaker. Also in attendance were General Manager Charles Fishburn, and District Counsel Thomas Dillon, and the court reporter. A transcript of the session will be made and sealed until the Calusa litigation is concluded.

The Commission returned from the Attorney/Client Session at 6:27 pm and reconvened the public meeting.

District Counsel stated that Calusa Campground has made an offer to settle with the District for $108,750.63 with the base and flow charges starting in July of 2008. Please see exhibit "A".

Motion: **Commissioner Higgins made a motion to accept the settlement offer from Calusa Campground. Commissioner Bauman seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	**X**		
Commissioner Hammaker	**X**		
Commissioner Higgins	**X**		
Commissioner Tobin	**X**		
Commissioner Bullock			**Absent**

Motion passed 4 to 0

GENERAL MANAGER'S REPORT

CPH Work Authorization No. 7, Modification to the Southern Force-main Project Design Scope

Motion: **Commissioner Hammaker made a motion to approve the CPH Work Authorization No. 7. Commissioner Tobin seconded the motion.**

Vote on Motion

Member	Yes	No	Other
Chairman Bauman	**X**		
Commissioner Hammaker	**X**		
Commissioner Higgins	**X**		
Commissioner Tobin	**X**		
Commissioner Bullock			**Absent**

Motion passed 4 to 0

Representative Ron Saunders' Wastewater Summit
Mr. Fishburn will be attending the Wastewater Summit meeting in Marathon on August 13, 2008.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 6:36 PM.

The KLWTD meeting minutes of August 5, 2008 were approved on August 19, 2008.

_____
Chairman

_____
Carol Walker, CMC
District Clerk

EXHIBIT "A"

Thomas M Dillon

From: Rogel, David [DRogel@becker-poliakoff.com]
Sent: Friday, July 18, 2008 9:01 AM
To: Thomas M Dillon
Cc: Maria Padron; Manny Lopez
Subject: RE: Calusa counteroffer

And I am not trying to be difficult. I am using your numbers and yes. it works out to a payment of about $109,000.

Please visit our CALL (Community Association Leadership Lobby) website at http://www.callbp.com for all of the latest information impacting your community association. You must be a current client to access this site. Please contact CALL@becker-poliakoff.com if you do not know your community's password to log on to the site.

From: Thomas M Dillon [mailto:lawtmd@gmail.com]
Sent: Friday, July 18, 2008 6:36 AM
To: Rogel, David
Subject: RE: Calusa counteroffer

David,
Maybe I'm just dense, but I don't think that getting a clear offer that I can take to my board should be a game of 20 questions. Removing the delinquent account charges would reduce the settlement counteroffer by about $12,000 to about $109,000. Correct?

Thomas M Dillon PA
Board Certified in Construction Law
PO Box 370736
Key Largo, Florida 33037-0736
305-240-1767
Fax 305-853-2693

Please update your address book to show my new email address:
lawtmd@gmail.com

From: Rogel, David [mailto:DRogel@becker-poliakoff.com]
Sent: Thursday, July 17, 2008 4:55 PM
To: Thomas M Dillon
Cc: Manny Lopez; Maria Padron
Subject: RE: Calusa counteroffer

Tom: Your understanding is correct, except that they would also request waiver of delinquent charges as well. I am hopeful that the offer is understood as it is based on your proposal.

Please visit our CALL (Community Association Leadership Lobby) website at http://www.callbp.com for all of the latest information impacting your community association. You must be a current client to access this site. Please contact CALL@becker-poliakoff.com if you do not know your community's password to log on to the site.

From: Thomas M Dillon [mailto:lawtmd@gmail.com]
Sent: Wednesday, July 16, 2008 9:47 AM
To: Rogel, David

Subject: RE: Calusa counteroffer

David,

As you know, I am unavailable from tomorrow through 8/2.

My suggestion is that we schedule the Fishburn deposition of 8/6 or 8/7, you get an expedited transcript, and I waive time regarding your ability to use the deposition to oppose the motion for summary judgment. I am not conceding that any issues raised in the deposition would be issues of material fact.

If the Board decides to accept the counteroffer on 8/5, we can cancel the deposition.

At this point, I do not think I am in a position to explain the counteroffer to the Board. I am restating the offer and asking you to confirm that my understandings are correct or to provide corrections:

1. The District would waive the charges for April, May, June, July, August, and September 2007.
2. The District would waive statutory interest and attorneys' fees.
3. Calusa would pay the District the base charges and flow charges for the months October 2007 through June 2008, and Delinquent account charges from November 2007 through June 2008.
4. Calusa would pay all base charges and flow charges accruing after 6/13/08.

I assume that the amounts described in Paragraph 3, above, and charges accrued and invoiced since June 13, 2008 would be paid upon execution of a settlement agreement. I am attaching a two-page document showing the most recent invoice to Calusa, and the amount that would be due if the settlement were accepted as I understand it. The document shows a settlement amount of about $121k,

Note, I am not by any means confident that the District will accept the counteroffer; I am just trying to understand it so I can explain it to the Board.

For purposes of allocating the settlement among the Calusa unit owners, the District can provide a spreadsheet showing amounts received from individual unit owners.

Tom

Thomas M Dillon PA
Board Certified in Construction Law
PO Box 370736
Key Largo, Florida 33037
Phone: 305-240-1767
Fax: 305-853-2693

Please update your address book to show my new email address:
lawtmd@gmail.com

From: Rogel, David [mailto:DRogel@becker-poliakoff.com]
Sent: Tuesday, July 15, 2008 5:40 PM
To: Thomas M Dillon
Cc: Manny Lopez
Subject: RE: Calusa counteroffer

No problem, except I need to take Mr.. Fish burn's deposition and this may not give much time to get it done before your hearing. Any ideas?

BECKER & POLIAKOFF
David H. Rogel
Attorney at Law

Alhambra Towers 121 Alhambra Plaza, 10th Floor
Coral Gables, FL 33134

Tel 305.260.1015

Fax 305.442.2232
DRogel@becker-poliakoff.com
www.becker-poliakoff.com

Please visit our CALL (Community Association Leadership Lobby) website at http://www.callbp.com for all of the latest information impacting your community association. You must be a current client to access this site. Please contact CALL@becker-poliakoff.com if you do not know your community's password to log on to the site.

From: Thomas M Dillon [mailto:lawtmd@gmail.com]
Sent: Tuesday, July 15, 2008 1:55 PM
To: Vitti, Linda
Subject: Calusa counteroffer

David,
I spoke to the District Chairman, Gary Bauman, who said that he would like to discuss the counteroffer in a closed session before taking any action. There is not time to notice a closed session for tonight's meeting, so the Board will not be able to act until its next meeting, on August 5. Please advise if this is a problem.
Tom

Thomas M Dillon PA
Board Certified in Construction Law
PO Box 370736
Key Largo, Florida 33037
Phone: 305-240-1767
Fax: 305-853-2693

Please update your address book to show my new email address:
lawtmd@gmail.com

Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, FL 33037
305-453-5804

DETAILED STATEMENT of ACCOUNT BALANCE

Account: CALUSA CMPGRND C DR, KEY LARGO, FL #019167

Statement Date: 07/14/08

Monthly Service	Meter Period	Water Use (100 gals.)	Wastewater Service Charges: Fixed Charge	Flow Charge	Payments Received	Delinquent Acct. Charge*	Balance Due
April			$0.00	0	-	-	$0.00
May	04/14/07 - 05/11/07	3,911	$0.00	$0.00	-	-	$0.00
June	05/12/07 - 06/13/07	6,052	$0.00	$0.00	-	$0.00	$0.00
July	06/14/07 - 07/13/07	5,320	$0.00	$0.00	-	$0.00	$0.00
August	07/14/07 - 08/13/07	5,870	$0.00	$0.00	-	$0.00	$0.00
September	08/14/07 - 09/14/07	5,830	$0.00	$0.00	-	$0.00	$0.00
October	09/15/07 - 10/17/07	3,816	$12,331.20	$2,011.03	($16,829.28)	$0.00	-$2,487.05
November	10/18/07 - 11/14/07	3,372	$12,331.20	$1,777.04	(3,864.96)	$0.00	$7,756.23
December	11/15/07 - 12/13/07	3,901	$12,331.20	$2,055.83	(2,875.30)	$0.00	$19,267.96
January	12/14/07 - 01/14/08	5,294	$12,331.20	$2,789.94	(2,598.26)	$0.00	$31,790.84
February	01/15/08 - 02/14/08	5,194	$12,331.20	$2,737.24	(2,559.85)	$0.00	$44,299.43
March	02/15/08 - 03/13/08	5,118	$12,331.20	$2,697.19	(2,298.95)	$0.00	$57,028.87
April	03/14/08 - 04/11/08	6,725	$12,331.20	$3,544.08	(2,209.18)	$0.00	$70,694.97
May	04/12/08 - 05/13/08	2,853	$12,331.20	$1,503.53	(2,389.70)	$0.00	$82,140.00
June	05/14/08 - 06/13/08	6,052	$12,331.20	$3,189.40	(2,346.25)	$0.00	$95,314.35
July	06/14/08 - 07/13/08	5,447	$12,331.20	$2,870.57	(1,765.49)	$0.00	$108,750.63
Total Account	**Apr 07 - July 08**	**74,755**	**$123,312.00**	**$ 25,175.85**	**$ (39,737.22)**	**$ -**	**$108,750.63**

Note: All amounts past due bear interest at the rate provided in Section 687.01, Florida Statutes (11% per annum).

*Delinquent account charges are calculated at 10% of unpaid charges, since last invoicing.

The Key Largo Wastewater Treatment District will direct bill George Eager/Calusa Campground Condominium Association, Inc. for wastewater charges, previous billing by the Florida Keys Aqueduct Authority has been discontinued.

Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, FL 33037
305-453-5804

DETAILED STATEMENT of ACCOUNT BALANCE

Account: CALUSA CMPGRND C DR, KEY LARGO, FL #019167

Statement Date: 07/14/08

Monthly Service	Meter Period	Water Use (100 gals.)	Wastewater Service Charges: Fixed Charge	Flow Charge	Payments Received	Delinquent Acct. Charge*	Balance Due
April			$12,331.20	0	-	-	$12,331.20
May	04/14/07 - 05/11/07	3,911	$12,331.20	$2,061.10	-	-	$26,723.50
June	05/12/07 - 06/13/07	6,052	$12,331.20	$3,189.40	-	$2,672.35	$44,916.45
July	06/14/07 - 07/13/07	5,320	$12,331.20	$2,803.64	-	$1,552.06	$61,603.35
August	07/14/07 - 08/13/07	5,870	$12,331.20	$3,093.49	-	$1,513.48	$78,541.53
September	08/14/07 - 09/14/07	5,830	$12,331.20	$3,072.41	-	$1,542.47	$95,487.60
October	09/15/07 - 10/17/07	3,816	$12,331.20	$2,011.03	($16,829.28)	$1,540.36	$94,540.92
November	10/18/07 - 11/14/07	3,372	$12,331.20	$1,777.04	(3,864.96)	$1,434.22	$106,218.42
December	11/15/07 - 12/13/07	3,901	$12,331.20	$2,055.83	(2,875.30)	$1,410.82	$119,140.97
January	12/14/07 - 01/14/08	5,294	$12,331.20	$2,789.94	(2,598.26)	$0.00	$131,663.85
February	01/15/08 - 02/14/08	5,194	$12,331.20	$2,737.24	(2,559.85)	$1,512.11	$145,684.56
March	02/15/08 - 03/13/08	5,118	$12,331.20	$2,697.19	(2,298.95)	$1,506.84	$159,920.84
April	03/14/08 - 04/11/08	6,725	$12,331.20	$3,544.08	(2,209.18)	$1,502.84	$175,089.78
May	04/12/08 - 05/13/08	2,853	$12,331.20	$1,503.53	(2,389.70)	$1,587.53	$188,122.34
June	05/14/08 - 06/13/08	6,052	$12,331.20	$3,189.40	(2,346.25)	$1,383.47	$202,680.16
July	06/14/08 - 07/13/08	5,447	$12,331.20	$2,870.57	(1,765.49)	$1,552.06	$217,668.50
Total Account	**Apr 07 - July 08**	**74,755**	**$197,299.20**	**$ 39,395.89**	**$(39,737.22)**	**$ 20,710.63**	**$217,668.50**

Note: All amounts past due bear interest at the rate provided in Section 687.01, Florida Statutes (11% per annum).

*Delinquent account charges are calculated at 10% of unpaid charges, since last invoicing.

The Key Largo Wastewater Treatment District will direct bill George Eager/Calusa Campground Condominium Association, Inc. for wastewater charges, previous billing by the Florida Keys Aqueduct Authority has been discontinued.

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 5

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Pending Payments Schedule

RECOMMENDED MOTION/ACTION: Approve Pending Payments schedule contingent upon availability of funds.

Approved by General Manager Charles Fishburn C.W
Date: Aug. 14 2008

Originating Department: Finance	Costs: Funding Source: Acct. #	**Attachments:** Pending Payments Schedule
Department Review: [ ] District Counsel _____ [ ] General Manager ____ [X] Finance SF	[ ] Engineering_____ [ ] Clerk_____	**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:

Pending Payments schedule for Board review and approval contingent upon availability of funds.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

Key Largo Wastewater Treatment District

Payments Pending 08/19/2008

Prepared by: S. Trakul Date: 08/15/2008

CONSOLIDATED CASH BALANCE FORWARD		**$ 2,297,686.27**
Administration & Operations		
Cash Balance A&O Account Forward	$ (424,591.81)	
Plus: Service Charges	1,390.24	
Wastewater Revenue	15,814.35	
	17,204.59	
Less: Administration		
Toshiba Financial Services - Copier - July/August	536.45	
Clerk of the Court - Recording fees	527.00	
Sprint - Cellular service	177.34	
Cooke Communications - Legal advertisements	294.72	
America General Premier - Cleaning service	260.00	
State of Florida - Conference call service	32.37	
Florida Keys Aqueduct Authority - Water	20.50	
Hicks Richardson Associates - Lobbyist	3,679.20	
Staff salaries for month	26,309.78	
Paychex - 401K Adminstration	170.00	
Less: Shared Expenses		
Federal Express - Shipping fees	354.99	
Office Depot - Cabinets, Speakerphone, Supplies	1,159.87	
CDM Retirement Consultants - Plan installation	950.00	
USA Bluebook - Sampling supplies	129.40	
Keys Sanitary Service - Trash	44.20	
Paychex - Payroll processing fees	192.35	
Payroll benefits for month	2,921.20	
Less: Operations		
NAPA Auto Parts - Supplies	19.32	
Sanders Laboratories - Lab testing	468.00	
General Distributors - Chemicals	890.00	
Bryant Answering Service - After hours service	73.00	
Sunshine State One Call - Ticket locations	45.47	
Florida Keys Aqueduct Authority - Billing services	1,338.65	
Sprint - Nextel - Cellular service	273.35	
KLI True Value - Supplies	378.24	
Staff salaries for month	14,352.06	
Hach Company - Disolved oxygen probe	2,498.95	
Sub-total Invoices	58,096.41	
		(40,891.82)
Cash Balance A&O Account If All Paid	$ (465,483.63)	

MSTU Draw #29 Submitted 04/14/08 $137,956
MSTU Draw #30 Submitted 06/25/08 $156,973
MSTU Draw #31 Submitted 08/13/08 $106,620

South Components		
Cash Balance KLSC Account Forward	$ (128,900.67)	
Plus: No Receipts	-	
Less: Staff salaries for month	1,522.52	
Sub-total Invoices	1,522.52	
		(1,522.52)
Cash Balance KLSC If All Paid	$ (130,423.19)	
North Components		
Cash Balance KLNC Account Forward	$ 2,851,178.75	
Plus: No Receipts	-	
Sub-total Receipts	-	
Less: Fountain Engineering - Basin A - Pay Request #17	182,332.17	
Eckler Engineering - Basins E/F - Pay Request #3	81,534.32	
W.F. McCain & Associates - Basins G/H - Pay Request #2	52,970.00	
Charter Pest Control - Bob cat rental - Relocating pits	375.00	
Sun Sentinel - Legal advertisements	544.54	
Hugh Grubb - Expense Report - Mileage	308.30	
Mark Weis - Expense Report - Mileage	166.43	
Sprint - Nextel - Cellular service	214.93	
AirVac - Pit Packs	49,636.42	
Tierra Inc. - Geotechnical Survey RTP - Balance of contract	12,175.00	
Staff Salaries for month	41,047.73	
Sub-total Invoices	421,304.84	
		(421,304.84)
Cash Balance KLNC Account If All Paid	$ 2,429,873.91	

ACOE Funding Draw #1 Submitted 04/09/08 $ 45,742
MC $20 M Grant Draw #10 Submitted 06/24/08 $ 270,087

CONSOLIDATED CASH BALANCE IF ALL PAID **$ 1,833,967.09**

NOTE: A TOTAL OF $ 717,378 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Gary Bauman, Chairman

Claude Bullock, Treasurer

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 6

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

SUBJECT: Assessment Appeal Arnoldo Diaz

RECOMMENDED MOTION/ACTION: Approve recommendations of Assessment Coordinator for Arnoldo Diaz (Denny's Liquors/Restaurant).

Approved by General Manager C. J. [illegible]
Date: 8-11-08

Originating Department: Finance	Costs: Funding Source: Acct. #	**Attachments:** Request for review, report of review, determination letter, water meter data, re-calculation of assessment.
Department Review: [X] District Counsel TM [X] General Manager C.J.L [ ] Finance	[ ] Engineering_____ [ ] Clerk_____	**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:

General Manager and staff recommendation for the Arnoldo Diaz (Denny's Liquors/Restaurant).wastewater assessment. Documentation provided to the commissioners by mail on July 28, 2008.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

2008 NON AD VALOREM ASSESSMENT

REQUEST FOR REVIEW

DATE RECEIVED: JULY 24, 2008

AK: 1615307

PROPERTY OWNER: DIAZ, ARNOLDA AND GILDA

PHYSICAL ADDRESS: 99610 OVERSEAS HWY

MAX EDU PER WATER CONSUMPTION CALCULATION: 12.3 EDU

DOCUMENTATION PROVIDED:
1. PROPERTY OWNER LETTER
2. WATER DATA
3. PROPERTY RECORD SHEET

REASON FOR APPEAL: OWNER INDICATES IN ATTACHED CORRESPONDENCE THAT THE READINGS USED BY THE DISTRICT FOR THE ASSESSMENT CALCULATION WERE NOT INDICATIVE OF THE PROPERTIES USAGE AND REQUESTS THE DISTRICT USE THE PAST TWENTY FOUR CALENDAR MONTHS FOR THE ASSESSMENT CALCULATION.

Board of Commissioners: Chairman Gary Bauman, Commissioners Claude Bullock, Andrew Tobin, Susan Hammaker & Norman Higgins

KEY LARGO WASTEWATER TREATMENT DISTRICT
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PHONE (305) 453-5804 FAX (305) 453-5807

2008 NON AD VALOREM ASSESSMENT

REQUEST FOR REVIEW

DATE RECEIVED: JULY 24, 2008

AK: 1615307

PROPERTY OWNER: DIAZ, ARNOLDA AND GILDA

PHYSICAL ADDRESS: 99610 OVERSEAS HWY

MAX EDU PER WATER CONSUMPTION CALCULATION: 12.3 EDU

DOCUMENTATION PROVIDED:
1. PROPERTY OWNER LETTER
2. WATER DATA
3. PROPERTY RECORD SHEET

REASON FOR APPEAL: OWNER INDICATES IN ATTACHED CORRESPONDANCE THAT THE READINGS USED BY THE DISTRICT FOR THE ASSESSMENT CALCULATION WERE NOT INDICATIVE OF THE PROPERTIES USAGE AND REQUESTS THE DISTRICT USE THE PAST TWENTY FOUR CALENDAR MONTHS FOR THE ASSESSMENT CALCULATION.

Board of Commissioners: Chairman Gary Bauman, Commissioners Claude Bullock, Andrew Tobin, Susan Hammaker & Norman Higgins

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

REPORT OF REVIEW
PURSUANT TO SECTION 4.08 OF THE PRELIMINARY ASSESSMENT RESOLUTION

DATE RECEIVED: JULY 24, 2008

AK: 1615307

PROPERTY OWNER: DIAZ, ARNOLDA AND GILDA

PHYSICAL ADDRESS: 99610 OVERSEAS HWY

MAX EDU PER WATER CONSUMPTION CALCULATION: 12.3 EDU

RECOMMENDED CHANGE IN ASSESSMENT: -3.0 EDU

REASON FOR APPEAL: OWNER INDICATES IN ATTACHED CORRESPONDANCE THAT THE READINGS USED BY THE DISTRICT FOR THE ASSESSMENT CALCULATION WERE NOT INDICATIVE OF THE PROPERTIES TURE USAGE AND THESE REQUEST THE DISTRICT USES THE PAST TWENTY FOUR CALENDAR MONTHS FOR THE ASSESSMENT CALCULATION.

RESULTS OF REVIEW: THE PROPERTY ABOVE INCLUDES DENNY'S RESTAURANT AND DENNY'S LIQUORS LOCATED AT MM 96. THE PROPETY HAS TWO METERS, ONE WHICH SERVES THE RESTAURANT ESTABLISHMENT AND THE OTHER THE RETAIL STORE. THE WATER CONSUMPTION DATA WAS ANALYZED AND IT IS APPEARS THE RETAIL ESTABLISHMENT HAD UNEXPLAINABLY HIGH WATER CONSUMPTION DURING 2004 AND 2005. PROPERTY HAS EXHIBITED FAIRLY CONSITENT CONSUMPTION OVER THE PAST 24 MONTHS. I HAVE RESEARCHED THE MOST RECENT CONSUMPTION DATA ON BOTH METERS AND BELIEVE IT IS REASONABLE TO USE THE LAST 24 MONTHS OF DATA FOR CALCULATION OF THIS ASSESSMENT.

ACTION SUGGESTED: (1) CALCULATE THE ASSESSMENT BASED ON THE MOST RECENT 24 MONTH WATER CONSUMPTION. (2) REDUCE THE ASSESSMENT BY 3.0 EDU.

SUBMITTED BY S Trakul
Synthia Trakul, KLWTD Assessment Coordinator

DATE 7/25/08

APPROVED BY [signature] DATE 7-25-08

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

Mr. Arnaldo Diaz
P. O. Box 861
Key Largo, FL 33037

July 25, 2008

AK #1615307

Dear Mr. Diaz,

Pursuant to your request the Key Largo Wastewater Treatment District has conducted an analysis of your Request for Review of the 2008 Assessment for the real estate parcel listed above. The recommended decision of the Assessment Coordinator is summarized below:

	Original Assessment	Recommended Decision
Initial Prepayment Amount:	$38,535.00	$29,685.00
Non-Ad Valorem Assessment:	$ 2,999.95	$ 2,331.13

This recommendation indicates a reduction of 3.0 EDU'S from your original Assessment notification.

If you choose not to accept the recommended decision, please notify the District Clerk within fifteen days of this mailing. You may request the Board hold a public hearing on the request for review, specifying any disputed facts that you consider to be material to the decision.

The District Clerk will place the recommendation on the Agenda for approval at the Board meeting on August 19, 2008. At that meeting the Board may decide to accept or modify the recommended decision. This meeting is open to the public if you desire to attend.

If you have any questions please contact me at 305-453-5804, Monday through Friday between 9:00 a.m. and 5:00 p.m.

Yours truly,

Charles F. Fishburn
General Manager
Key Largo Wastewater Treatment District

cc: District Clerk

7/21/08

TO: KEY LARGO WASTEWATER TREAMENT DISTRICT
FROM: DENNYS LIQUORS //ALT KEY #1615307
99610 O/S HWY KEY LARGO FLA 33037
ATT: SINDY

PLEASE REVIEW MY ACCOUNT ON THE WATER CONSUPTION.

I FEEL THAT THE WATER USAGE ON THIS PROPERTY IS INCORRECT,

ANY QUESTION PLEASE FEEL TO CALL ME AT 305 451-2667

LANDLORD

	liquor store	restaurant
RE	497420.000000	497420.000000
AK	1615307	1615307
DESCRIPTION	Denny's Liquors	Denny's Liquors
Contract	5290028684	5290039337
Contract	5290028684	5290039337
Pty		
Old Cnct	028684	039337
Name	MIGUEL RODRIGUEZ	RICARDO A MARTINEZ
Last	RODRIGUEZ	MARTINEZ
First	MIGUEL	RICARDO A
Serv Address	99610 OVERSEAS HWY L8 B6	S HWY L7 B6 (DENNYS)
ICS Serv Addr	99610 OVERSEAS L8 B6 HWY	00 O/S L7 B6 HWY
Mail Addr 1	C/O DENNYS LIQUORS	C/O DENNYS CAFE
Mail Addr 2	PO BOX 370861	7975 NW 162 ST
Mail Addr 3	KEY LARGO	HIALEAH
State	FL	FL
Zip	33037 0861	33016
Class	Z	C
Meter	62086939	51874641
Msize	X	X
Geocode	00497420000000	00497420000000
Units	2	1
Stat	A	A
Last Sew Amt	0	0
Deposit	150	745
JUL_2006	199	319
AUG_2006	147	236
SEP_2006	153	254
OCT_2006	136	241
NOV_2006	70	219
DEC_2006	65	212
JAN_2007	114	266
FEB_2007	88	239
MAR_2007	96	254
APR_2007	106	285
MAY_2007	89	240
JUN_2007	105	259
JUL_2007	119	292
AUG_2007	111	276
SEP_2007	105	332
OCT_2007	88	122

NOV_2007	77	185	
DEC_2007	90	169	
JAN_2008	105	208	
FEB_2008	98	190	
MAR_2008	101	203	
APR_2008	100	223	
MAY_2008	107	242	
JUN_2008	136	237	
MJJ 06	6600	10600	
JJA 06	11500	18500	
JAS 06	16600	27000	
ASO 06	14500	24400	
SON 06	12000	23800	
OND 06	9000	22400	
NDJ 06	8300	23200	
DJF 07	8900	23900	
JFM 07	9900	25300	
FMA 07	9700	25900	
MAM 07	9700	26000	
AMJ 07	10000	26100	
MJJ 07	10400	26400	
JJA 07	11200	27600	
JAS 07	11200	30000	
ASO 07	10100	24300	
SON 07	9000	21300	
OND 07	8500	15900	
NDJ 07	9100	18700	
DJF 08	9800	18900	
JFM 08	10100	20000	
FMA 08	10000	20500	
MAM 08	10300	22300	
AMJ 08	11400	23400	
MAX 3	16600	30000	46600
AVG 3	10633	24073	34707
MAX ADF	553	1000	1553
AVG ADF	354	802	1157
RATIO	1.6	1.2	1.3
MAX EDU	3.3	6.0	9.3
AVG EDU	2.1	4.8	6.9

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
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www.klwtd.net

DIAZ ARNALDO & GILDA
P O BOX 861
KEY LARGO FL 33037

2 meters

12.3 EDU

May 21, 2008

Alternate Key #: 1615307
Physical Address: 99610 OVERSEAS HWY

Total Wastewater System Development Charge for this Parcel: **$38,535.00**
You can choose to pay this amount in full by August 31, 2008.

OR

If you choose not to pay the System Development Charge by August 31, 2008, you will be assessed in 20 annual installments that will appear on your Property Tax bill.
The amount that will appear on your 2008 property tax bill is: **$2,999.95**

Dear Property Owner:

The Key Largo Wastewater Treatment District is in the process of extending wastewater service to your property. To enable the District to recover a portion of the costs of this major construction effort, the District will levy a special assessment against the property to be served (both vacant and improved property.) When service becomes available, properties containing structures will be required to connect to the wastewater lines.

If you no longer own this property, or if you have changed your mailing address, please notify the Monroe County Property Appraiser, at P.O. Box 1176, Key West, FL 33041, to ensure accurate, prompt notification by the Tax Collector and the District.

Notice is hereby given that the Key Largo Wastewater Treatment District Board of Commissioners will conduct a public hearing to consider imposition of non-ad valorem assessments against certain parcels of real property located within the District. **The hearing will be held at 4:00 p.m., or as soon thereafter as the matter can be heard, on June 17, 2008 at the District office located at 98880 Overseas Highway, Key Largo, Florida, for the purpose of receiving public comment on the proposed assessments.**

In accordance with the Americans with Disabilities Act, persons needing special accommodation or an interpreter to participate in this proceeding should contact the District Clerk, Carol Walker, at 305-453-5804 at least 3 days prior to the hearing.

All affected real property owners have a right to appear at the hearing and/or to file written comments with the District within 20 days of this notice. If a person wishes to appeal any decision made by the District with respect to any matter considered at the hearing, such person will need a record of the proceedings, and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is to be made.

The amount of the assessment imposed upon each parcel will be calculated under and in accordance with the Preliminary Assessment Resolution adopted at the District Board meeting of May 20, 2008. Copies of the resolution and supporting documents are available at 98880 Overseas Highway, Key Largo or on the web at www.klwtd.com.

CONTRACT	5290039337
RE	497420
NAME	RICARDO A MARTINEZ
LAST	MARTINEZ
FIRST	RICARDO A
SERV ADDRESS	99600 O/S HWY L7 B6 (DENNYS)
ICS SERV ADDRESS	99600 O/S L7 B6 HWY
MAIL ADDRESS	C/O DENNYS CAFE
MAIL ADDRESS 2	7975 NW 162 ST
MAIL ADDRESS 3	HIALEAH
STATE	FL
ZIP	33016
CLASS	C
METER	51874641
M SIZE	X
UNITS	1
STAT	A
DEPOSIT	745

OCT 2004:	213	APRIL 2006:	341
NOV 2004:	248	MAY 2006:	171
DEC 2004:	293	JUNE 2006:	264
JAN 2005:	194	JULY 2006:	319
FEB 2005:	210	AUG 2006:	236
MARCH 2005:	368	SEPT 2006:	254
APRIL 2005:	263	OCT 2006:	241
MAY 2005:	249	NOV 2006:	219
JUNE 2005:	367	DEC 2006:	212
JULY 2005:	446	JAN 2007:	266
AUG 2005:	266	FEB 2007:	239
SEPT 2005:	389	MARCH 2007:	254
OCT 2005:	378	APRIL 2007:	285
NOV 2005:	315	MAY 2007:	240
DEC 2005:	266	JUNE 2007:	259
JAN 2006:	328	JULY 2007:	292
FEB 2006:	333	AUG 2007:	276
MARCH 2006:	265	SEPT 2007:	332

3 MONTH TOTALS

OND 04:	25100
NDJ 04:	24500
DJF 05:	23200
JFM 05:	25700
FMA 05:	28000
MAM 05:	29300
AMJ 05:	29300
MJJ 05:	35400
JJA 05:	36000
JAS 05:	36700
ASO 05:	34400
SON 05:	36100
OND 05:	32000
NDJ 05:	30300
DJF 06:	30900
JFM 06:	30900
FMA 06:	31300
MAM 06:	25900
AMJ 06:	25900
MJJ 06:	25100
JJA 06:	27300
JAS 06:	27000
ASO 06:	24400
SON 06:	23800
OND 06:	22400
NDJ 06:	23200
DJF 07:	23900
JFM 07:	25300
FMA 07:	25900
MAM 07:	26000
AMJ 07:	26100
MJJ 07:	26400
JJA 07:	27600
JAS 07:	30000

FLOW CALCULATIONS

MAX MONTH 3 MONTH AVERAGE	36,700
AVERAGE MONTH 3 MONTH AVERAGE	28,097
Max ADF	1,223
AVG ADF	937
Ratio	1.31
EDU MAX	7.3
EDU AVG	5.6
CAPACITY	$21,535.00
CONNECTION	$2,250.00
Total	$23,785.00

Meter A
Restaurant

CONTRACT	5290028684
RE	497420
NAME	MIGUEL RODRIGUEZ
LAST	RODRIGUEZ
FIRST	MIGUEL
SERV ADDRESS	99610 OVERSEAS HWY L8 B6
ICS SERV ADDRESS	99610 OVERSEAS L8 B6 HWY
MAIL ADDRESS	C/O DENNYS LIQUORS
MAIL ADDRESS 2	PO BOX 370861
MAIL ADDRESS 3	KEY LARGO
STATE	FL
ZIP	33037 0861
CLASS	Z
METER	62086939
M SIZE	X
UNITS	2
STAT	A
DEPOSIT	150

OCT 2004:	182	APRIL 2006:	220
NOV 2004:	229	MAY 2006:	210
DEC 2004:	170	JUNE 2006:	284
JAN 2005:	169	JULY 2006:	199
FEB 2005:	114	AUG 2006:	147
MARCH 2005:	94	SEPT 2006:	153
APRIL 2005:	100	OCT 2006:	136
MAY 2005:	110	NOV 2006:	70
JUNE 2005:	221	DEC 2006:	65
JULY 2005:	211	JAN 2007:	114
AUG 2005:	296	FEB 2007:	88
SEPT 2005:	236	MARCH 2007:	96
OCT 2005:	152	APRIL 2007:	106
NOV 2005:	175	MAY 2007:	89
DEC 2005:	246	JUNE 2007:	105
JAN 2006:	192	JULY 2007:	119
FEB 2006:	204	AUG 2007:	111
MARCH 2006:	182	SEPT 2007:	105

3 MONTH TOTALS

OND 04:	19400
NDJ 04:	18900
DJF 05:	15100
JFM 05:	12600
FMA 05:	10300
MAM 05:	10100
AMJ 05:	14400
MJJ 05:	18100
JJA 05:	24300
JAS 05:	24800
ASO 05:	22800
SON 05:	18800
OND 05:	19100
NDJ 05:	20400
DJF 06:	21400
JFM 06:	19300
FMA 06:	20200
MAM 06:	20400
AMJ 06:	23800
MJJ 06:	23100
JJA 06:	21000
JAS 06:	16600
ASO 06:	14500
SON 06:	12000
OND 06:	9000
NDJ 06:	8300
DJF 07:	8900
JFM 07:	9900
FMA 07:	9700
MAM 07:	9700
AMJ 07:	10000
MJJ 07:	10400
JJA 07:	11200
JAS 07:	11200

FLOW CALCULATIONS

MAX MONTH 3 MONTH AVERAGE	24,800
AVERAGE MONTH 3 MONTH AVERAGE	15,874
Max ADF	827
AVG ADF	529
Ratio	1.56
EDU MAX	5.0
EDU AVG	3.2
CAPACITY	$14,750.00
CONNECTION	$2,250.00
Total	$17,000.00

Meter B

Liquor Store

Meter B
Liquor Store

100023

ys Aqueduct Authority

1100 Kennedy Drive
P.O. Box 1479
Key West, Florida 33041-1479
Telephone (305) 296-2454
www.fkaa.com

MIGUEL RODRIGUEZ
PO BOX 370861
KEY LARGO, FL 33037-0861

Account Information	
Location ID	028684
Statement Number	464611
Statement Date	06/20/2008
Number of Days Billed	31
Customer ID	513736
Due Date	07/21/2008

Service Address 99610 OVERSEAS L8 B6 HWY, KEY LARGO, F

CUSTOMER MESSAGE

Water restrictions are still in effect for Monroe County. Odd street addresses may irrigate on Wednesdays and Saturdays and even addresses may irrigate on Thursdays and Sundays, except 10 am - 4 pm. For more information call (305) 295- FKAA or www.fkaa.com

Meter #	Size	Service Dates	Read Type	Previous Read	Current Read	Usage(Gal)
62086939	0.63	05/14/2008 - 06/13/2008	Actual	590900	604500	13,600

Monthly Usage History

Jun	2008	13,600
May	2008	10,700
Apr	2008	10,000
Mar	2008	10,100
Feb	2008	9,800
Jan	2008	10,500
Dec	2007	9,000
Nov	2007	7,700
Oct	2007	8,800
Sep	2007	0
Aug	2007	0
Jul	2007	0
Jun	2007	0

Explanation of Charges

Previous Balance	76.59
Payment	(76.59)
Water base facility charge	11.97
Water usage charge	87.33
Total Current Charges	99.30
	0.00
Total Amount Due	99.30

Detach and Return remittance portion of the bill with your payment
Detach and Return remittance portion of the bill with your payment

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 7

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

SUBJECT: Assessment Appeal Florida Keys Aqueduct Authority

RECOMMENDED MOTION/ACTION: Approve recommendations of Assessment Coordinator for Florida Keys Aqueduct Authority .

Approved by General Manager C.J.C.

Date: 8-11-08

Originating Department: Finance	Costs: Funding Source: Acct. #	**Attachments:** Request for review, report of review, determination letter, water meter data, re-calculation of assessment.
Department Review: [X] District Counsel TO [X] General Manager C.J.C. [X] Finance ST	[ ] Engineering_____ [ ] Clerk_____	**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:

General Manager and staff recommendation for the Florida Keys Aqueduct Authority wastewater assessment. Documentation provided to the commissioners by mail on August 1, 2008.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

2008 NON AD VALOREM ASSESSMENT

REQUEST FOR REVIEW

DATE RECEIVED: July 30, 2008

AK: 1558061

PROPERTY OWNER: FLORIDA KEYS AQUEDUCT AURTHORITY

PHYSICAL ADDRESS: MAGNOLIA STREET, KEY LARGO

MAX EDU PER WATER CONSUMPTION CALCULATION: 3.5 EDU

DOCUMENTATION PROVIDED:
1. LETTER FROM JULIE CHEON, ENVIRONMENTAL SPECIALIST, FLORIDA KEYS AQUEDUCT AUTHORITY

REASON FOR APPEAL: MS. CHEON REQUESTS A REDUCTION OF THE ASSESSMENT DUE TO A LEAK WHICH WENT UNDECTED DURING APRIL, MAY AND JUNE 2005.

Board of Commissioners: Chairman Gary Bauman, Commissioners Claude Bullock, Andrew Tobin, Susan Hammaker & Norman Higgins

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

REPORT OF REVIEW
PURSUANT TO SECTION 4.08 OF THE PRELIMINARY ASSESSMENT RESOLUTION

DATE RECEIVED: July 30, 2008

AK: 1558061

PROPERTY OWNER: FLORIDA KEYS AQUEDUCT AUTHORITY

PHYSICAL ADDRESS: MAGNOLIA STREET, KEY LARGO

MAX EDU PER WATER CONSUMPTION CALCULATION: 3.5 EDU

RECOMMENDED CHANGE IN ASSESSMENT: -2.0 EDU

REASON FOR APPEAL: ASSESSMENT CALCULATION WAS BASED ON THREE YEAR HISTORICAL DATA FROM THE PERIOD OF OCTOBER 2004 TO SEPTEMBER 2007. MS. CHEON INDICATES CALCULATION WAS INFLUENCED BY A LEAK WHICH WENT UNDECTED DURING APRIL, MAY AND JUNE 2005.

RESULTS OF REVIEW: CONSUMPTION DATA USED FOR THE ASSESSMENT CALCULATION WAS ANALYZED PER REQUEST. WATER CONSUMPTION FOR APRIL, MAY AND JUNE 2005 IS SIGNIFICANTLY HIGHER THAN NORMAL CONSUMPTION.

ACTION SUGGESTED: (1) RE-CALCULATE THE REMOVING THE MONTHS OF APRIL, MAY AND JUNE 2005. (2) REDUCE THE ASSESSMENT BY 2.0 EDU.

SUBMITTED BY S. Trakul DATE 7/31/2008
Synthia Trakul, KLWTD Assessment Coordinator

APPROVED BY _____ DATE 7-31-08

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

Florida Keys Aqueduct Authority
Att: Julie Cheon
3200 Overseas Highway
Marathon, FL 33050

July 31, 2008

AK#1558061

Dear Ms. Cheon,

Pursuant to your request the Key Largo Wastewater Treatment District has conducted an analysis of your Request for Review of the 2008 Assessment for the real estate parcel listed above. The recommended decision of the Assessment Coordinator is summarized below:

	Original Assessment	Recommended Decision
Initial Prepayment Amount:	$12,575.00	$ 6,675.00
Non-Ad Valorem Assessment:	$ 979.40	$ 520.18

This recommendation indicates a reduction of 2.0 EDU'S from your original Assessment notification.

If you choose not to accept the recommended decision, please notify the District Clerk within fifteen days of this mailing. You may request the Board hold a public hearing on the request for review, specifying any disputed facts that you consider to be material to the decision.

The District Clerk will place the recommendation on the Agenda for approval at the Board meeting on August 19, 2008. At that meeting the Board may decide to accept or modify the recommended decision. This meeting is open to the public if you desire to attend.

If you have any questions please contact me at 305-453-5804, Monday through Friday between 9:00 a.m. and 5:00 p.m.

Yours truly,

Charles F. Fishburn
General Manager
Key Largo Wastewater Treatment District

cc: District Clerk

Florida Keys Aqueduct Authority

3200 Overseas Highway
Marathon, Florida 330050
Telephone (305) 295-2178
www.fkaa.com

J. Robert Dean
Chairman
Key West

Mary L. Rice
Vice-Chairman
Marathon

Elena Z. Herrera
Secretary/Treasurer
Rockland Key

Rose M. Dell
Big Pine Key

David C. Ritz
Key Largo

James C. Reynolds
Executive Director

June 25, 2008

Synthia Trakul
Key Largo wastewater Treatment District
P.O. Box 491
Key Largo, Florida, 33037

RE: **Wastewater Assessments**
Magnolia Street: AK 1558061 & AK 1558079
Thurmond Street: AK 8681887, AK 8681879, AK 8681895, AK 8681909, AK 8681917, AK 8681925

Ms. Trakul

Please accept this request for a reduction and waiver of the wastewater assessment for the above referenced properties.

Magnolia Street: AK 1558061 & AK 1558079
We are requesting a reduction in the assessment of AK 1558061. The property was assessed 3.5 EDUs however, due to a leak that went undetected during April, May and June of 2005 our assessment was artificially high. We are asking that those months of consumption be stricken from the calculation and that the assessment be recalculated.

In addition, AK1558079 and AK 1558061 are being utilized as a single parcel and we are requesting waiver of the assessment for AK 1558079. A completed copy of the "Waiver of Wastewater and Acknowledgement of Potential Costs" is attached.

Thurmond Street: AK 8681887, AK 8681879, AK 8681895, AK 8681909, AK 8681917, AK 8681925
The Thurmond street properties are all being utilized as a single parcel. As such, we are requesting waiver of the assessment for AK 8681879, AK 8681895, AK 8681909, AK 8681917, and AK 8681925. A completed copy of the "Waiver of Wastewater and Acknowledgement of Potential Costs" is attached.

Sincerely,

Julie Cheon
Environmental Specialist

RECEIVED
JUL 30 2008
KEY LARGO WASTEWATER
TREATMENT DISTRICT

Under Florida law, e-mail addresses are public records. If you do not want your e-mail address released in response to a public records request, do not send electronic mail to this entity. Instead, contact this office by phone or in writing. F.S. 668.6076

Monroe County Property Appraiser

ONLINE DATA CENTER

RECORDS SEARCH

PROPERTY INFORMATION FOR:

Alternate Key: 1558061
RE Number: 00454480-000000

Print | Search Again

Ask Question about this Parcel

Property Details

OWNER OF RECORD

FLORIDA KEYS AQUEDUCT
AUTHORITY
P O BOX 1239
KEY WEST FL 33040

PHYSICAL LOCATION

KEY LARGO

LEGAL DESCRIPTION

OCEAN ACRES PB1-188 KEY LARGO LOT 16 OR504-591 OR1031-1875 OR1031-187AFF OR1031-1877(JB) OR1384-1452/53(JB) OR1478-890AFF(CW) OR1478-892(CW)

SUBDIVISION:

OCEAN ACRES

SECTION, TOWNSHIP, RANGE

28 - 61 - 39

AFFORDABLE HOUSING No

MILLAGE GROUP

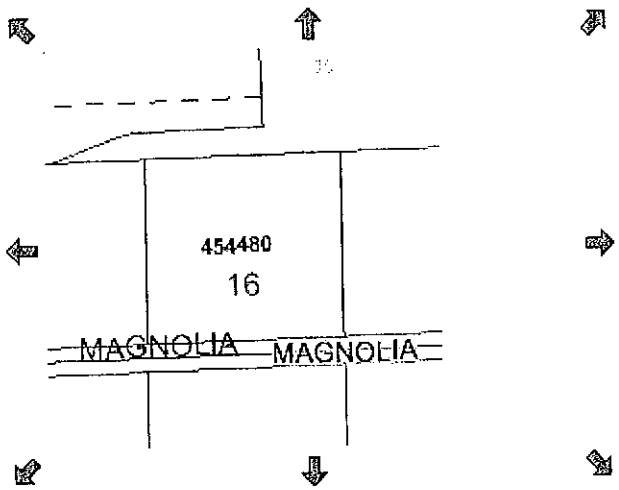
500K

Estimate Taxes

PC CODE

STATE OTHER THAN (PC/LIST)

PROPERTY MAP



Map Size

None Small Medium Large

Aerial View: Off On

CONTRACT	5270006499
RE	454480
NAME	FKAA
LAST	FKAA
FIRST	NICHOLAS F
SERV ADDRESS	MAINTENANCE & GARAGE
ICS SERV ADDRESS	MAINTENANCE & GA
MAIL ADDRESS	1100 KENNEDY DR
MAIL ADDRESS 2	
MAIL ADDRESS 3	KEY WEST
STATE	FL
ZIP	33040
CLASS	G
METER	45811007
M SIZE	Y
UNITS	1
STAT	A
DEPOSIT	0

OCT 2004:	39	APRIL 2006:	39
NOV 2004:	83	MAY 2006:	24
DEC 2004:	52	JUNE 2006:	63
JAN 2005:	44	JULY 2006:	33
FEB 2005:	100	AUG 2006:	26
MARCH 2005:	87	SEPT 2006:	56
APRIL 2005:	188	OCT 2006:	37
MAY 2005:	157	NOV 2006:	30
JUNE 2005:	183	DEC 2006:	28
JULY 2005:	79	JAN 2007:	28
AUG 2005:	58	FEB 2007:	35
SEPT 2005:	58	MARCH 2007:	21
OCT 2005:	52	APRIL 2007:	59
NOV 2005:	95	MAY 2007:	34
DEC 2005:	-20	JUNE 2007:	21
JAN 2006:	28	JULY 2007:	22
FEB 2006:	40	AUG 2007:	27
MARCH 2006:	26	SEPT 2007:	31

3 MONTH TOTALS

OND 04:	5800
NDJ 04:	6000
DJF 05:	6500
JFM 05:	7700
FMA 05:	12500
MAM 05:	14400
AMJ 05:	17600
MJJ 05:	14000
JJA 05:	10700
JAS 05:	6500
ASO 05:	5600
SON 05:	6800
OND 05:	4200
NDJ 05:	3400
DJF 06:	1600
JFM 06:	3100
FMA 06:	3500
MAM 06:	3000
AMJ 06:	4200
MJJ 06:	4000
JJA 06:	4100
JAS 06:	3800
ASO 06:	4000
SON 06:	4100
OND 06:	3200
NDJ 06:	2900
DJF 07:	3000
JFM 07:	2800
FMA 07:	3800
MAM 07:	3800
AMJ 07:	3800
MJJ 07:	2600
JJA 07:	2300
JAS 07:	2700

FLOW CALCULATIONS

MAX MONTH 3 MONTH AVERAGE	17,600
AVERAGE MONTH 3 MONTH AVERAGE	5,529
Max ADF	587
AVG ADF	184
Ratio	3.18
EDU MAX	3.5
EDU AVG	1.1
CAPACITY	$10,325.00
CONNECTION	$2,250.00
Total	$12,575.00

RE	454480.000000
AK	1558061
DESCRIPTION	FKAA Maint. Yard
Contract	5270006499
Contract	5270006499
Pty	
Old Cnct	006499
Name	FKAA
Last	FKAA
First	NICHOLAS F
Serv Address	MAINTENANCE & GARAGE
ICS Serv Addr	MAINTENANCE & GA
Mail Addr 1	1100 KENNEDY DR
Mail Addr 2	
Mail Addr 3	KEY WEST
State	FL
Zip	33040
Class	G
Meter	45811007
Msize	Y
Geocode	0454480000000
Units	1
Stat	A
Last Sew Amt	0
Deposit	0
OCT_2004	39
NOV_2004	83
DEC_2004	52
JAN_2005	44
FEB_2005	100
MAR_2005	87
APR_2005	
MAY_2005	
JUN_2005	
JUL_2005	79
AUG_2005	58
SEP_2005	58
OCT_2005	52
NOV_2005	95
DEC_2005	-20
JAN_2006	28
FEB_2006	40
MAR_2006	26
APR_2006	39
MAY_2006	24
JUN_2006	63
JUL_2006	33
AUG_2006	26
SEP_2006	56
OCT_2006	37
NOV_2006	30
DEC_2006	28

JAN_2007	28
FEB_2007	35
MAR_2007	21
APR_2007	59
MAY_2007	34
JUN_2007	21
JUL_2007	22
AUG_2007	27
SEP_2007	31
OND 04	5800
NDJ 04	6000
DJF 05	6500
JFM 05	7700
FMA 05	6200
MAM 05	2900
AMJ 05	0
MJJ 05	2600
JJA 05	4600
JAS 05	6500
ASO 05	5600
SON 05	6800
OND 05	4200
NDJ05	3400
DJF 06	1600
JFM 06	3100
FMA 06	3500
MAM 06	3000
AMJ 06	4200
MJJ 06	4000
JJA 06	4100
JAS 06	3800
ASO 06	4000
SON 06	4100
OND 06	3200
NDJ 06	2900
DJF 07	3000
JFM 07	2800
FMA 07	3800
MAM 07	3800
AMJ 07	3800
MJJ 07	2600
JJA 07	2300
JAS 07	2700
MAX 3	7700
AVG 3	3974
MAX ADF	257
AVG ADF	132
RATIO	1.9
MAX EDU	1.5
AVG EDU	1.0

TAB 8

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 8

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

SUBJECT: Assessment Appeal Famtoda Corp.

RECOMMENDED MOTION/ACTION: Approve recommendations of Assessment Coordinator for Famtoda Corp. (Mobile Station).

Approved by General Manager C. J. L.
Date: 8-11-08

Originating Department: Finance	Costs: Funding Source: Acct. #	**Attachments:** Request for review, report of review, determination letter, water meter data, re-calculation of assessment.
Department Review: [X] District Counsel VB [X] General Manager C. J. L. [X] Finance	[ ] Engineering_____ [ ] Clerk_____	**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:

General Manager and staff recommendation for the Famtoda Corp. (Mobile Station) wastewater assessment. Documentation provided to the commissioners by mail on July 28, 2008.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

2008 NON AD VALOREM ASSESSMENT

REQUEST FOR REVIEW

DATE RECEIVED: July 24, 2008

AK: 1615315

PROPERTY OWNER: FAMTODA CORP.

PHYSICAL ADDRESS: 99620 OVERSEAS HIGHWAY, KEY LARGO

MAX EDU PER WATER CONSUMPTION CALCULATION: 3.0 EDU

DOCUMENTATION PROVIDED:
1. PROPERTY OWNER LETTER
2. FKAA WATER RECORDS
3. RE-CALCULATION OF ASSESSMENT

REASON FOR APPEAL: OWNER INDICATES IN ATTACHED CORRESPONDENCE THAT THE DATA USED FOR ASSESSMENT CALCULATION IS INCORRECT.

Board of Commissioners: Chairman Gary Bauman, Commissioners Claude Bullock, Andrew Tobin, Susan Hammaker & Norman Higgins

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

Famtoda Corp.
P. O. Box 861
Key Largo, FL 33037

July 25, 2008

RE # 1615315

Dear Sir,

Pursuant to your request the Key Largo Wastewater Treatment District has conducted an analysis of your Request for Review of the 2008 Assessment for the real estate parcel listed above. The recommended decision of the Assessment Coordinator is summarized below:

	Original Assessment	Recommended Decision
Initial Prepayment Amount:	$11,100.00	$9,625.00
Non-Ad Valorem Assessment:	$ 864.60	$ 749.79

This recommendation indicates a reduction of 0.5 EDU'S from your original Assessment notification.

If you choose not to accept the recommended decision, please notify the District Clerk within fifteen days of this mailing. You may request the Board hold a public hearing on the request for review, specifying any disputed facts that you consider to be material to the decision.

The District Clerk will place the recommendation on the Agenda for approval at the Board meeting on August 19, 2008. At that meeting the Board may decide to accept or modify the recommended decision. This meeting is open to the public if you desire to attend.

If you have any questions please contact me at 305-453-5804, Monday through Friday between 9:00 a.m. and 5:00 p.m.

Yours truly,

Charles F. Fishburn
General Manager
Key Largo Wastewater Treatment District

cc: District Clerk

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

REPORT OF REVIEW
PURSUANT TO SECTION 4.08 OF THE PRELIMINARY ASSESSMENT RESOLUTION

DATE RECEIVED: July 24, 2008

AK: 1615315

PROPERTY OWNER: FAMTODA CORP.

PHYSICAL ADDRESS: 99620 OVERSEAS HIGHWAY, KEY LARGO

MAX EDU PER WATER CONSUMPTION CALCULATION: 3.0 EDU

RECOMMENDED CHANGE IN ASSESSMENT: -0.5 EDU

REASON FOR APPEAL: ASSESSMENT CALCULATION WAS BASED ON THREE YEAR HISTORICAL DATA FROM THE PERIOD OF OCTOBER 2004 TO SEPTEMBER 2007. OWNER INDICATES IN ATTACHED CORRESPONDANCE THAT THE DATA USED FOR ASSESSMENT CALCULATION IS INCORRECT.

RESULTS OF REVIEW: AVERAGE WATER CONSUMPTION FOR THIS PROPERTY IS APPROXIMATELY 10,000 GALLONS PER MONTH. THE READING FOR SEPTEMBER 2005 IS WELL OUT OF NORMAL CONSUMPTION RANGE, AND THEREFORE. I RECOMMEND THE REMOVAL OF DECEMBER 2005 FROM THE ASSESSMENT CALCULATION.

ACTION SUGGESTED: (1) REMOVE THE PERIOD OF SEPTEMBER 2005 FROM THE ASSESSMENT CALCULATION. (2) REDUCE THE ASSESSMENT BY 0.5 EDU.

SUBMITTED BY S. Trakul
Synthia Trakul, KLWTD Assessment Coordinator

DATE 7/25/08

APPROVED BY C.J.Z DATE 7-25-08

TO: KEY LARGO WASTEWATER TREAMENT DISTRICT
FROM: FAMTODA CORP //ALT KEY # 1615315
99610 O/S HWY KEY LARGO FLA 33037
ATT: SINDY

PLEASE REVIEW MY ACCOUNT ON THE WATER CONSUPTION.

I FEEL THAT THE WATER USAGE ON THIS PROPERTY IS INCORRECT,

ANY QUESTION PLEASE FEEL TO CALL ME AT 305 879-2626

LANDLORD

CONTRACT	5290020460
RE	497430
NAME	515 INVESTMENTS INC
LAST	515 INVESTMENTS INC
FIRST	JOSE F
SERV ADDRESS	L9&10 B6
ICS SERV ADDRESS	99620 OVERSEAS HIGHWAY
MAIL ADDRESS	9101 SW 69 ST
MAIL ADDRESS 2	
MAIL ADDRESS 3	MIAMI
STATE	FL
ZIP	33173
CLASS	C
METER	45928215
M SIZE	X
UNITS	1
STAT	A
DEPOSIT	220

OCT 2004:	0	APRIL 2006:	84
NOV 2004:	108	MAY 2006:	89
DEC 2004:	99	JUNE 2006:	110
JAN 2005:	97	JULY 2006:	168
FEB 2005:	97	AUG 2006:	67
MARCH 2005:	113	SEPT 2006:	59
APRIL 2005:	121	OCT 2006:	53
MAY 2005:	119	NOV 2006:	57
JUNE 2005:	127	DEC 2006:	53
JULY 2005:	130	JAN 2007:	51
AUG 2005:	79	FEB 2007:	50
SEPT 2005:	240	MARCH 2007:	78
OCT 2005:	83	APRIL 2007:	102
NOV 2005:	125	MAY 2007:	92
DEC 2005:	108	JUNE 2007:	89
JAN 2006:	94	JULY 2007:	92
FEB 2006:	68	AUG 2007:	75
MARCH 2006:	49	SEPT 2007:	111

3 MONTH TOTALS

OND 04:	6900
NDJ 04:	10100
DJF 05:	9800
JFM 05:	10200
FMA 05:	11000
MAM 05:	11800
AMJ 05:	12200
MJJ 05:	12500
JJA 05:	11200
JAS 05:	15000
ASO 05:	13400
SON 05:	14900
OND 05:	10500
NDJ 05:	10900
DJF 06:	9000
JFM 06:	7000
FMA 06:	6700
MAM 06:	7400
AMJ 06:	9400
MJJ 06:	12200
JJA 06:	11500
JAS 06:	9800
ASO 06:	6000
SON 06:	5600
OND 06:	5400
NDJ 06:	5400
DJF 07:	5100
JFM 07:	6000
FMA 07:	7700
MAM 07:	9100
AMJ 07:	9400
MJJ 07:	9100
JJA 07:	8500
JAS 07:	9300

FLOW CALCULATIONS

MAX MONTH 3 MONTH AVERAGE	15,000
AVERAGE MONTH 3 MONTH AVERAGE	9,412
Max ADF	500
AVG ADF	314
Ratio	1.59
EDU MAX	3.0
EDU AVG	1.9
CAPACITY	$8,850.00
CONNECTION	$2,250.00
Total	$11,100.00

NOV_2006	57
DEC_2006	53
JAN_2007	51
FEB_2007	50
MAR_2007	78
APR_2007	102
MAY_2007	92
JUN_2007	89
JUL_2007	92
AUG_2007	75
SEP_2007	111
OND 04	6900
NDJ 04	10100
DJF 05	9800
JFM 05	10200
FMA 05	11000
MAM 05	11800
AMJ 05	12200
MJJ 05	12500
JJA 05	11200
JAS 05	7000
ASO 05	5400
SON 05	6900
OND 05	10500
NDJ05	10900
DJF 06	9000
JFM 06	7000
FMA 06	6700
MAM 06	7400
AMJ 06	9400
MJJ 06	12200
JJA 06	11500
JAS 06	9800
ASO 06	6000
SON 06	5600
OND 06	5400
NDJ 06	5400
DJF 07	5100
JFM 07	6000
FMA 07	7700
MAM 07	9100
AMJ 07	9400
MJJ 07	9100
JJA 07	8500
JAS 07	9300
MAX 3	12500
AVG 3	8706
MAX ADF	417
AVG ADF	290
RATIO	1.4
MAX EDU	2.5
AVG EDU	1.7

TAB 9

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 9

[ ] PUBLIC HEARING [ ] RESOLUTION

[x] DISCUSSION [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Monthly Projects Status Report

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager C.J.2
Date: 8-11-08

Originating Department: Weiler Engineering	Costs: $ Funding Source:	**Attachments:**
Department Review: [ ] District Counsel ____ [X] General Manager C.J.2 [ ] Finance ____	[ ] Engineering____ [ ] Clerk____	**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 representative from Weiler Engineering will give a verbal monthly status report.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

TAB 10

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 10

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

SUBJECT: Preliminary Capital Budget / 4 Year Plan

RECOMMENDED MOTION/ACTION: None

Approved by General Manager Charles Fishburn CW
Date: Aug. 14, 2008

Originating Department: Finance	Costs: Funding Source:	**Attachments:**
Department Review: [ ] District Counsel _____ [ ] General Manager ____ [ ] Finance MW	[ ] Engineering_____ [ ] Clerk_____	**Advertised:** Date: _____ Paper: _____ [ ] 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:

Staff will present the Preliminary Capital Budget for FY2009.

FY 2009 BUDGET PROCESS

Board Meeting Date

July 1st	**FY2008 YTD Consolidated Results (Actual vs. Budget) and Discussion of basis for budget development**
July 15th	**Preliminary Admin. & Const. Mgmt. Budget / 4 year Projection**
August 5th	**Preliminary Wastewater Service Budget / 4 year Projection**

August 19th	**Preliminary Capital Budget / 4 year Plan**

September 2nd	**Proposed FY2009 Capital & Consolidated Operating Budgets**
September 16th	**FY2009 Budget Resolution**
September 30th	**FY2009 Budget Resolution (Backup date, if required)**

Basis for Development of FY2009 Capital Projects Budget and Projections

General Basis: Facilities will be constructed in accordance with the *Build Out Construction Schedule* dated May 29, 2008 which projects completion of island-wide engineering in FY2009 and substantial completion of total system construction no later than mid-FY2011.

Line No.	
3	Assumes completion of the 2.3 mgd Regional Treatment Plant in December, 2009.
5	Assumes completion of the South Transmission force main in FY2009.
6 - 10	Assumes completion of all Northern Half collection systems in FY2009.
11 - 16	Assumes completion of most Southern Half collection systems in FY2010 and completion in FY2011.
18	Assumes funds are appropriated for the District's PCA as amended on August 28, 2008.
19	State grants only include the FY06-07 $6.038 million grant. Potential proceeds from a portion of the $200 million State bond are not projected.
21	Only includes current loan agreements directly with SRF.
22	Includes bridge loan with RWA to be executed in September, 2008, and the balance of current SRF contingency funding commitment in 2010.
23	Represents other unidentified loans to be funded with the balance of assessment revenue.

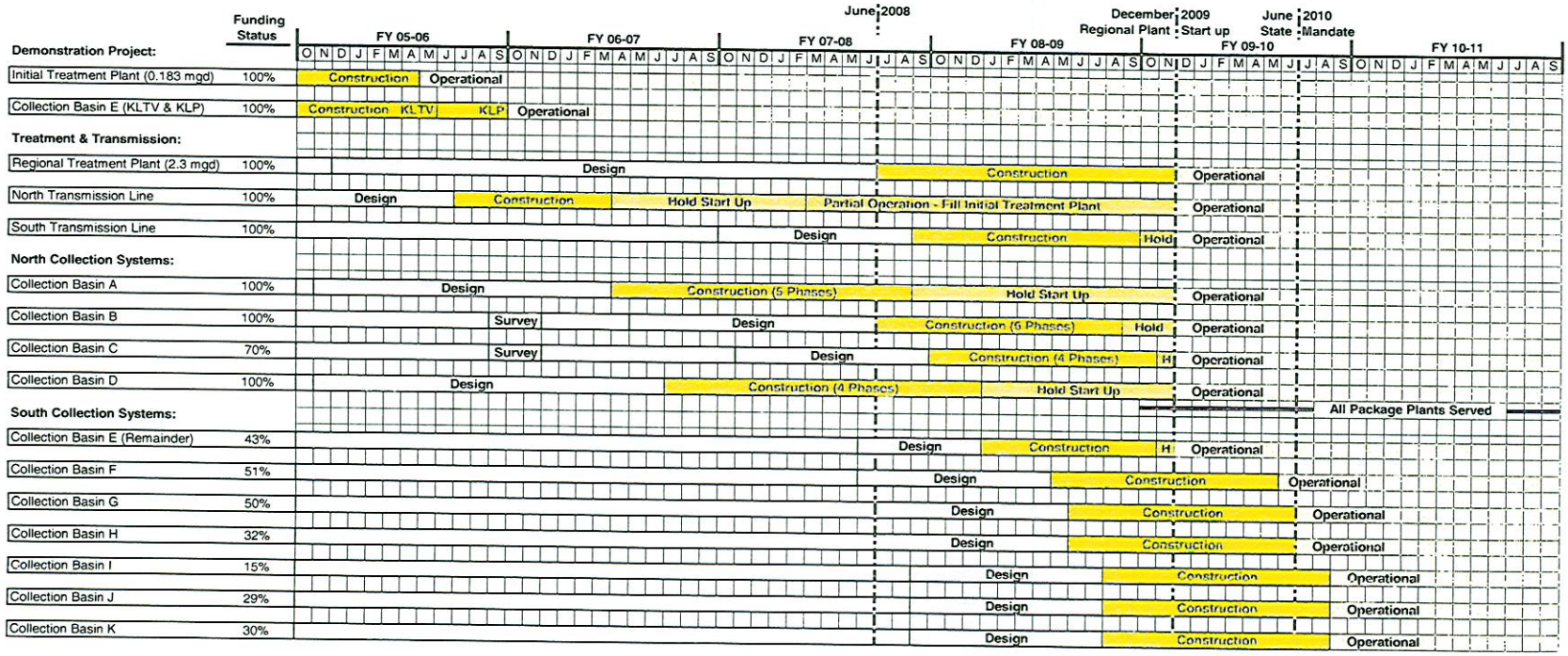
KEY LARGO WASTEWATER FACILITIES BUILD-OUT FINANCIAL PLAN

($000's)

	Capital Spending and Funding Plan							Unit Cost	
	FY 2007 & Prior	Outlook FY 2008	Preliminary Budget FY 2009	FY 2010	FY 2011	FY 2012	Total Cost	EDU's Served	Cost Per EDU
Actual / Estimated Project Costs:									
(1) Initial Treatment Plant (0.183 mgd)	$ 3,626						$ 3,626		
(2) Collection Basin E (KLTV & KLP)	8,319						8,319	880	13,574
(3) Regional Treatment Plant (2.3 mgd)	655	650	24,000	3,695			29,000		
(4) North Transmission Line	2,592						2,592		
(5) South Transmission Line		240	4,050				4,290		
(6) Collection Basin A	2,192	4,355	1,953				8,500	1,066	10,651
(7) Collection Basin B	255	1,075	11,000	670			13,000	1,784	9,964
(8) Collection Basin C	127	700	9,173				10,000	1,034	12,348
(9) Collection Basin D	451	1,675	5,874				8,000	1,004	10,645
(10) Collection Basin E (Remainder)		85	2,915				3,000	331	11,740
(11) Collection Basin F		325	4,670	7,005			12,000	2,470	7,535
(12) Collection Basin G		50	2,220	5,230			7,500	2,051	6,334
(13) Collection Basin H		50	1,600	4,850			6,500	768	11,141
(14) Collection Basin I			1,200	13,000	1,800		16,000	1,253	15,446
(15) Collection Basin J			1,000	9,000	1,000		11,000	581	21,610
(16) Collection Basin K			900	8,000	1,100		10,000	1,075	11,979
Total Spending Projection	**18,217**	**$ 9,205**	**$ 70,555**	**$ 51,450**	**$ 3,900**	**$ -**	**$ 153,327**	**14,297**	**$ 10,724**
Capital Funding Sources:									
(17) Federal Grants	5,344						5,344		
(18) ACOE Grants		150	850	1,000	804		2,804		
(19) State Grants	4,874	2,565	2,605				10,044		
(20) County Grants	4,454	2,200	8,846	4,500			20,000		
(21) SRF Loans	3,545	4,290	5,726				13,561		
(22) RWA Interim Funding Loans			25,000	11,337			36,337		
(23) Other RWA/SRF Loan Programs			27,528	2,574			30,102		
(24) **Identified Sources & Commitments**	**$ 18,217**	**$ 9,205**	**$ 70,555**	**$ 19,411**	**$ 804**	**$ -**	**$ 118,192**		
Unidentified Funding Requirement				**$ 32,039**	**$ 3,096**	**$ -**	**$ 35,135**		

Assessment Loan Capacity $80 million

KEY LARGO WASTEWATER FACILITIES BUILD-OUT CONSTRUCTION SCHEDULE



Prepared by: Marty Waits Date: May 29, 2008

TAB 11

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 11

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

SUBJECT: $25,000 Rural Water Bridge Loan

RECOMMENDED MOTION/ACTION: Adoption of Resolution 15-08-08

Approved by General Manager Charles Fishburn
Date: Aug. 14, 2008

Originating Department: Finance	Costs: Funding Source:	**Attachments:** Reso + Agreement
Department Review: [ ] District Counsel _____ [ ] General Manager ____ [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**Advertised:** Date: _____ Paper: _____ [ ] 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 District currently has a contingency funding commitment from the FDEP for SRF loans in the total amount of $53,036,000.

The FDEP has notified the Florida Rural Utility Financing Commission that it will guarantee $25,000,000 of that amount for interim financing (bridge loan) at this time. The take out by the SRF is to be no later than September 1, 2013.

This Resolution 15-08-08 authorizes the District to enter into a loan agreement with the Florida Rural Water Utility Commission in the amount of $25,000,000 at an expected annual interest rate to be determined at the time of closing between 4.0% - 4.2% (currently scheduled for September 9th).

RESOLUTION NO. 15-08-08

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AUTHORIZING THE NEGOTIATION OF A LOAN IN AN AGGREGATE AMOUNT NOT TO EXCEED $25,000,000 FROM THE FLORIDA RURAL UTILITY FINANCING COMMISSION FOR THE PURPOSE OF PROVIDING A PORTION OF THE COSTS OF IMPROVEMENTS TO THE DISTRICT'S WASTEWATER SYSTEM; APPROVING THE EXECUTION OF A LOAN AGREEMENT BETWEEN THE KEY LARGO WASTEWATER TREATMENT DISTRICT AND THE FLORIDA RURAL UTILITY FINANCING COMMISSION TO PROVIDE INTERIM FINANCING TO THE KEY LARGO WASTEWATER TREATMENT DISTRICT; PROVIDING CERTAIN OTHER MATTERS IN CONNECTION THEREWITH; AND PROVIDING AN EFFECTIVE DATE.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Key Largo Wastewater Treatment District, as follows:

SECTION 1. AUTHORITY FOR RESOLUTION. This resolution is adopted pursuant to the provisions of the Constitution of Florida, the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Laws of Florida), as amended, Chapter 189, Florida Statutes, and other applicable provisions of law.

SECTION 2. FINDINGS. It is hereby found and determined that:

(A) Certain participating counties (the "Members") have created the Florida Rural Utility Financing Commission (the "Commission") pursuant to a certain Interlocal Agreement and Chapter 163, Part I, Florida Statutes, for the purpose of issuing its notes to make loans to governmental units for qualified projects.

(B) The Key Largo Wastewater Treatment District (the "District") desires to obtain such a loan.

(C) For the benefit of the customers, the District finds, determines and declares that it is necessary for the continued preservation of the health, welfare, convenience and safety of the District and its customers to construct improvements to the wastewater system (the "Project").

(D) It is necessary for the District to raise a portion of the cost of such undertaking by obtaining a commitment for permanent financing in the principal amount of at least Twenty-Five Million Dollars ($25,000,000). The District intends to obtain permanent financing through the

Florida Department of Environmental Protections' Bureau of Water Facilities Funding through its Clean Water State Revolving Fund ("SRF").

(E) DEP authorized the District to incur construction costs. To ensure continued allowability of the Project costs for financing, the District must satisfy certain loan program requirements. The loan may be additionally secured by a lien upon a pledge of the net revenues to be derived by the District from the operation of the District's wastewater system.

(F) It is necessary and urgent that funds be made immediately available in order to provide funds to commence construction of the Project at this time. The District intends to obtain interim financing from the Florida Rural Utility Financing Commission and has made application to the Commission for the purpose of borrowing monies to provide for the commencement of the construction of the Project. In order to obtain such monies, the District is required to enter into a Loan Agreement with the Commission.

SECTION 3. The financing of the construction of the Project is hereby approved.

SECTION 4. The Chairman or Vice Chairman and District Clerk of the District are hereby authorized to execute and deliver a Loan Agreement, to be entered into by and between the District and the Commission in substantially the form attached hereto as Exhibit "A" with such changes, insertions and omissions as may be approved by the District, the execution thereof being conclusive evidence of such approval. Such Loan Agreement shall be secured in the manner set forth therein. The Chairman and District Clerk or any other appropriate officers of the District are hereby authorized to execute and deliver on the District's behalf such instruments, documents or certificates required by this Resolution, the Loan Agreement or any other document required by the Commission as a prerequisite or precondition to making the Loan, and any such representation made therein shall be deemed to be made on behalf of the District. All action taken to date by the officers of the District in furtherance of the Loan is hereby approved, confirmed and ratified.

SECTION 5. The Chairman or Vice Chairman is hereby authorized to arrange the interim financing to pay the costs of the Project in anticipation of the issuance of the long-term financing. The Chairman or Vice Chairman and District Clerk of the District are hereby authorized to execute and deliver on the District's behalf such instruments, documents or certificates required by this Resolution, the Loan Agreement or any other document required by the Commission as a prerequisite or precondition to making the Loan, and any such representation made therein shall be deemed to be made on behalf of the District. All action taken to date by the officers of the District in furtherance of the Loan is hereby approved, confirmed and ratified.

SECTION 6. The Chairman or Vice Chairman is authorized to approve the interest rate, maturity of the financing and any other terms of the financing, without further approval of the District Board of Commissioners, upon satisfaction of the following conditions: (i) the issuance of not exceeding $25,000,000 aggregate principal amount of the Loan at a interest rate not to exceed 5.0%, (ii) the final maturity of the Loan shall be not later than September 1, 2013 and (iii) the Loan

may be secured by the net revenues derived yearly from the operation of the County's water and wastewater systems.

SECTION 7. No such Loan Agreement shall be executed until the District shall have received all disclosure information required by Chapter 218, Florida Statutes.

SECTION 8. In accordance with the provisions of Section 218.385, Florida Statutes, the District hereby determines that a negotiated sale is in the best interest of the District and hereby approves the negotiation of the Loan with the Commission. Negotiation of the Loan will allow the District to access markets not otherwise accessible to the District at total costs and rates favorable to the District.

SECTION 9. The District expects to expend the proceeds of the Loan within five (5) years from the date of receipt of such proceeds.

SECTION 10. SEVERABILITY. If any one or more of the provisions of this Resolution should be held contrary to any express provision of law or contrary to the policy of express law, though not expressly prohibited, or against public policy, or shall for any reasons whatsoever be held invalid, then such provisions shall be null and void and shall be deemed separate from the remaining provisions, and in no way affect the validity of all the other provisions of this Resolution.

SECTION 11. EFFECTIVE DATE. This Resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED by the Board of Commissioners of the Key Largo Wastewater Treatment District this 19th day of August, 2008.

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _____
Gary Bauman, Chairman

ATTEST

_____
Carol Walker, District Clerk

Approved as to form:

_____
Thomas Dillon, District Counsel

LOAN AGREEMENT

by and between

FLORIDA RURAL UTILITY FINANCING COMMISSION

and

_____, FLORIDA

Dated as of _____, 2007

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Exhibit F Permanent Lender Commitment Letter

LOAN AGREEMENT

THIS LOAN AGREEMENT (this "Loan Agreement") is made and entered into as of _____, 2007, by and between the Florida Rural Utility Financing Commission, a legal entity and a public body corporate and politic created pursuant to Chapter 163, Florida Statutes (the "Commission"), and the _____, Florida (the "Governmental Unit").

WITNESSETH

WHEREAS, the Commission has established its Public Projects Construction Financing Program (the "Program") designed to provide financing of construction to governmental entities under which the Commission has determined to issue under its Revenue Notes (Public Projects Construction), Series 2007, dated _____, 2007 (the "Notes") pursuant to a Trust Indenture, dated as of _____ 1, 2007 (the Indenture"), by and between the Commission and The Bank of New York Trust Company, N.A., as trustee (the "Trustee"), the net proceeds of which will be applied for the benefit of such governmental entities by making Loans, pursuant to Loan Agreements, for construction of their Projects, in order to provide a centralized source of interim construction financing and to reduce interest costs financing expenses of such governmental entities;

WHEREAS, the Governmental Unit has obtained a commitment for Permanent Financing for its Project from a Permanent Lender;

WHEREAS, the Governmental Unit has determined that it is necessary and desirable to acquire, construct, and finance the Project, and the Commission has determined that the Project is a project within the meaning of the Act and the Indenture, thereby qualifying for financial assistance from the Commission;

WHEREAS, the Permanent Lender has or will appropriate funds in amounts sufficient to enable it to honor said commitments for Permanent Financing of such Project;

WHEREAS, the Commission has found and determined that the construction of the Project will be in furtherance of the purposes of the Commission and the Governmental Unit under the Act;

WHEREAS, pursuant to this Loan Agreement, the Governmental Unit has commenced and will proceed with the construction of the Project;

WHEREAS, pursuant to this Loan Agreement, the Governmental Unit will irrevocably assign to the Trustee, for the benefit of the Commission, all right, title and interest in and to monies to be received pursuant to the Permanent Financing, which monies will be used by the Trustee to pay principal of and interest on the Notes;

WHEREAS, the Commission is willing to cooperate with the Governmental Unit in making available the Loan pursuant to the Act and the Indenture to be applied to the Project

upon the conditions hereinafter enumerated and the covenants by the Governmental Unit herein contained; and

WHEREAS, the Commission and the Governmental Unit have determined to enter into this Loan Agreement pursuant to the terms of the Act and the Indenture and to set forth their respective duties, rights, covenants, and obligations with respect to the construction and financing of the Project, subject to the repayment of the Loan and the interest thereon and subject to the terms of the commitment for Permanent Financing;

NOW, THEREFORE, FOR AND IN CONSIDERATION OF THE MUTUAL COVENANTS HEREIN SET FORTH, THE LOAN HEREBY EFFECTED AND OTHER GOOD AND VALUABLE CONSIDERATION, THE RECEIPT OF WHICH IS HEREBY ACKNOWLEDGED BY EACH PARTY, THE PARTIES HERETO MUTUALLY COVENANT AND AGREE, EACH WITH THE OTHER AS FOLLOWS:

ARTICLE I

DEFINITIONS

Section 1.1. Definitions. All of the terms utilized in this Loan Agreement will have the same definitions and meaning as ascribed to them in the Act and the Indenture, which Act and Indenture are hereby incorporated in this Loan Agreement by reference, the same as if set forth hereby verbatim provided, however, that those definitions utilized in the Act and the Indenture having general application are hereby modified in certain instances to apply specifically to the Governmental Unit and its Project.

"Act" means collectively, Part I of Chapter 163, Part I of Chapter 125, Part II of Chapter 166 or Part I of Chapter 159, Florida Statutes, as amended and other applicable provisions of law.

"Administrative Cost" means (i) Operating Costs and (ii) any other costs and expenses of the Program.

"Authorized Officer" means the Mayor, [President of the Town Council or Town Manager] of the Governmental Unit, and any other of its members, officers, agents, or employees duly authorized by resolution or ordinance of the Commission to perform the act or sign document in question.

"Business Day" means any day other than a Saturday, Sunday or other legal holiday on which the main corporate trust office of the Trustee is closed or the New York Stock Exchange is closed.

"Code" means the Internal Revenue Code of 1986, including temporary, proposed and final regulations relating thereto.

"Commitment Letter" means the Permanent Lender commitment letter evidencing the approval by the Permanent Lender of Permanent Financing for the Project.

"Commission" means the Florida Rural Utility Financing Commission, a legal entity and a public body corporate and politic created pursuant to the Interlocal Agreement.

Costs of Issuance" means the costs of issuing the Notes, as designated by the Commission, including, but not limited to, the fees and charges of the underwriters, bond counsel, trustee, rating agencies, bond and official statement printers, credit enhancement charges, and such other fees and expenses normally attendant to an issue of the Commissions's Notes.

"County" means the political subdivisions of the State of Florida.

"**Fiduciaries**" means the Trustee, any Paying Agent, Registrar or any of them, as may be appropriate.

"**Engineers**" means the firms of consulting engineers employed by the Governmental Unit in connection with the Project.

"**Governmental Unit**" means any Public Agency, Municipality or County, or any combination thereof, participating in the Program. Notwithstanding the foregoing, Public Agencies, Municipalities, Counties and public purpose non-profit corporations may participate in the Program and borrow proceeds of the notes, regardless of whether such Governmental Units become members of the Commission; and for the purposes of this Loan Agreement means the Governmental Unit designated in the first paragraph herein.

"**Governmental Unit's Account**" means the separate accounts within the Program Fund under the Indenture, established for each particular Project.

"**Indenture**" means the Trust Indenture dated as of _____ 1, 2007, between the Commission and the Trustee, outstanding to which the Notes have been issued and are secured.

"**Interlocal Agreement**" means the First Amended and Restated Interlocal Agreement, dated as of February 1, 2001, by and among Jackson County, Florida, Gadsden County, Florida and Wakulla County, Florida, as originally executed or as it may from time to time be amended or supplemented in accordance with its terms.

"**Investment Earnings**" means interest earned on amounts on deposit in the Governmental Unit's Account established for the Governmental Unit.

"**Loan**" means the loan effected under this Loan Agreement from the Commission to the Governmental Unit in the principal amount set forth in Section 3.2 hereof, for the purpose of defraying the costs incidental to the construction of the Project.

"**Loan Agreement**" means this agreement made and entered into by and between a Governmental Unit and the Commission, providing for a Loan to the Governmental Unit by the Commission, and for the repayment thereof to the Commission by the Governmental Unit.

"**Loan Note**" means the note of the Governmental Unit to the Commission dated as of its date assigned to the Trustee representing the loan obligations of the Governmental Unit set forth in this Loan Agreement.

"**Loan Payment Date**" means the Business Day agreed to by the Trustee which day shall be the earlier of the date which is no more than three Business Days after receipt by the Governmental Unit of the proceeds of the Permanent Financing or the Maturity Date.

"**Loan Payments**" means all payments to the Commission by the Governmental Unit under this Loan Agreement and the Loan Note.

"**Maturity Date**" means _____ 1, 2010.

"**Municipality**" means a duly constituted municipality in the State of Florida.

"**Notes**" means the Florida Rural Utility Financing Commission Revenue Notes (Public Projects Construction), Series 2007, authenticated and delivered under the Indenture.

"**Operating Costs**" means, as of any particular date, the Commission's operating expenses and all other expenses, if any, of carrying out and administering the Program under the Indenture and shall include, without limiting the generality of the foregoing, salaries, supplies, utilities, mailing, labor, materials, office rent, maintenance, furnishings, equipment, machinery and apparatus, insurance premiums, legal, accounting, management, consulting and banking services and expenses, the fees and expenses of the Fiduciaries, including Costs of Issuance, if any, other than Costs of Issuance paid from proceeds of Notes.

"**Permanent Financing**" means bonds or other obligations issued by the Governmental Unit and delivered to the Permanent Lender as purchaser.

"**Permanent Lender**" means (i) the Rural Development, (ii) SRF Lender, or (iii) any lender approved by Moody's Investors Service and which has given written intent to provide Permanent Financing for the Governmental Unit's Project.

"**Person**" means any individual, firm, partnership, association, corporation or Governmental Unit.

"**Project**" means, when used generally, a governmental undertaking approved by the governing body of a Governmental Unit for a public purpose and, when used in specific reference to the Governmental Unit, improvements to the Governmental Unit's water system.

"**Public Agency**" shall have the same meaning as set forth in Section 163.01(3)(b), Florida Statutes, as amended from time to time.

"**Rural Development**" means the Rural Development of the United States Department of Agriculture or its successors or assigns.

"**Requisition for Funds**" means the form attached hereto as Exhibit A to be utilized by the Governmental Unit in obtaining disbursements of the Loan from the Commission as construction of the Project progresses.

"**SRF Lender**" means the State of Florida Department of Environmental Protection through its State Revolving Fund loan program.

"**State**" means the State of Florida.

"**Trustee**" means The Bank of New York Trust Company, N.A., Cincinnati, Ohio, and its successor or successors, and any other corporation acting at any time as Trustee under the Indenture.

ARTICLE II

REPRESENTATIONS AND WARRANTIES

Section 2.1. Representations and Warranties of Commission. The Commission represents and warrants for the benefit of the Governmental Unit as follows:

(i) The Commission is a legal entity and a public body corporate and politic created pursuant to Chapter 163, Florida Statutes, has all necessary power and authority to enter into, and perform its obligations under, this Loan Agreement, and has duly authorized the execution and delivery of this Loan Agreement.

(ii) Neither the execution and delivery hereof, nor the fulfillment of or compliance with the terms and conditions hereof, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions and provisions of any restriction or any agreement or instrument to which the Commission is now a party or by which the Commission is bound, or constitutes a default under any of the foregoing.

(iii) To the knowledge of the Commission, there is no litigation or proceeding pending or threatened against the Commission or any other person affecting the right of the Commission to execute or deliver this Loan Agreement or to comply with its obligations under this Loan Agreement. Neither the execution and delivery of this Loan Agreement by the Commission, nor compliance by the Commission with its obligations under this Loan Agreement, require the approval of any regulatory body, or any other entity, which approval has not been obtained.

(iv) The authorization, execution and delivery of this Loan Agreement and all actions of the Commission with respect thereto, are in compliance with the Act and any regulations issued thereunder.

Section 2.2. Representations and Warranties of Governmental Unit. The Governmental Unit hereby represents and warrants for the benefit of the Commission as follows:

(i) The Governmental Unit is a duly organized and validly existing Governmental Unit, as described in the Act, with full power to own its properties, conduct its affairs, enter into this Loan Agreement and consummate the transactions contemplated hereby.

(ii) The negotiation, execution and delivery of this Loan Agreement and the consummation of the transactions contemplated hereby have been duly authorized by all requisite action of the governing body of the Governmental Unit.

(iii) This Loan Agreement and the Loan Note have been duly executed and delivered by the Governmental Unit and are valid and binding obligations of the Governmental Unit enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors' rights or remedies generally.

(iv) There is no controversy, proceedings or litigation of any nature pending or threatened, in any court or before any board, tribunal or administrative body, to challenge in any manner the authority of the Governmental Unit or its governing body to make payments under this Loan Agreement or to construct the Project, or to challenge in any manner the authority of the Governmental Unit or its governing body to take any of the actions which have been taken in the authorization or delivery of this Loan Agreement or the construction of the Project, or in any way contesting or affecting the validity of this Loan Agreement, or in any way questioning any proceedings taken with respect to the authorization or delivery by the Governmental Unit of this Loan Agreement, or the application of the proceeds thereof or the pledge or application of any monies or security provided therefor, or in any way questioning the due existence or powers of the Governmental Unit, or otherwise wherein an unfavorable decision would have an adverse impact on the transactions authorized in connection with this Loan Agreement, except as specifically described in writing to the Commission.

(v) There is no fact the Governmental Unit knows of which has not been specifically disclosed in writing to the Commission that materially and adversely affects or, except for pending or proposed litigation or regulations that are a matter of general public information affecting Governmental Units generally, that will materially affect adversely the properties, activities, prospects or condition (financial or otherwise) of the Governmental Unit or the ability of the Governmental Unit to perform its obligations under this Loan Agreement.

(vi) The authorization and delivery of this Loan Agreement and the consummation of the transactions contemplated hereby will not constitute an event of default or violation or breach, nor an event which, with the giving of notice or the passage of time or both, would constitute an event of default or violation or breach, under any contract, agreement, instrument, indenture, lease, judicial or administrative order, decree, rule or regulation or other document or law affecting the Governmental Unit or its governing body.

(vii) Attached hereto as Exhibit C is a true, accurate and complete copy of the resolution of the governing body of the Governmental Unit approving and authorizing the execution and delivery of this Loan Agreement. Such resolution was duly enacted or adopted at a meeting of the governing body of the Governmental Unit at which a quorum was present and acting throughout; such resolution is in full force

and effect and has not been superseded, altered, amended or repealed as of the date hereof; and such meeting was duly called and held in accordance with law.

(viii) All actions taken by the Governmental Unit in connection with this Loan Agreement, the Loan Note and the Loan described herein and the Project have been in full compliance with all laws, ordinances, governmental rules and regulations to which it is subject and which are material to its properties, operations, finances or status as a Governmental Unit.

(ix) The Governmental Unit has all licenses, permits and other governmental approvals required to own, occupy, operate and maintain the Project, and to enter into this Loan Agreement, is not in violation of and has not received any notice of an alleged violation of any zoning or land use laws applicable to the project, and has full right, power and authority to perform the acts and things as provided for in this Loan Agreement.

(x) Legal counsel to the Governmental Unit has duly executed and delivered the opinion of legal counsel substantially in the form set forth in Exhibit D hereto.

(xi) No event has occurred and no condition exists that constitutes an Event of Default, or which upon the execution and delivery of this Loan Agreement and/or passage of time or giving of notice or both, would constitute an Event of Default.

Section 2.3. Representations and Warranties of the Governmental Unit Concerning the Commitment Letter. The Governmental Unit additionally represents and warrants that the Governmental Unit has (i) received all preliminary approvals of the Permanent Lender required in connection with the construction of the Project, and (ii) received a commitment for Permanent Financing of its Project.

Section 2.4. Representations Concerning the Permanent Financing. The Governmental Unit acknowledges and agrees that the Commission has relied upon the commitment for the establishment of the Permanent Financing by the Governmental Unit and the Permanent Lender, and that the Commission and its officers, agents and employees have not made an independent investigation thereof or otherwise attempted to verify the circumstances regarding the Permanent Financing. The Governmental Unit further represents to the Commission that such Permanent Financing has been established by the Governmental Unit and the Permanent Lender with all due regard for the character and nature of the Project, including the potential impact of foreseeable occurrences that reasonably might be expected to delay the scheduled completion of the Project.

Section 2.5. Representations, Warranties and Covenants Concerning the Permanent Lender. The Governmental Unit further represents, warrants or covenants, as follows:

(i) The Governmental Unit will not breach or default under any of the provisions of the loan documents or any instruments, proceedings or other documentation authorizing the issuance of or securing the payment of the Permanent Financing.

(ii) The execution and delivery of the Permanent Lender loan documents and the compliance with the provisions thereof, will not in any material respect conflict with or constitute on the part of the Governmental Unit a breach of or default under any contract, agreement, instrument, indenture or proceedings or any law, regulation, court order or consent decree to which the Governmental Unit is now subject.

(iii) The Permanent Lender loan documents will be duly authorized, executed and delivered by the Governmental Unit and valid and binding obligations of the Governmental Unit.

(iv) The Permanent Financing will be duly authorized pursuant to law and shall constitute a valid and binding obligation of the Governmental Unit.

(v) There is no action, suit, proceeding or investigation at law or in equity before or by any court, public board or body known to be pending or threatened against the Governmental Unit in any way contesting or affecting any commitment for the issuance of or the validity of the Permanent Financing or in any way adversely affecting the transactions contemplated thereby.

(vi) The Governmental Unit will comply in all respects with the terms and provisions of the Permanent Lender loan documents.

(vii) The Governmental Unit will promptly remit, in accordance with the provisions of the Permanent Lender loan documents, each disbursement from its Governmental Unit's Account to the person or persons to whom payment is then due and owing.

(viii) The Governmental Unit will not unilaterally terminate, or enter into any agreement to terminate, any of the Permanent Lender loan documents and will give to the Commission and the Trustee prompt written notice, appropriately documented, of any amendment to or modification of any of the Permanent Lender loan documents.

ARTICLE III

COMMISSION'S AGREEMENT TO MAKE LOAN; TERMS

Section 3.1. Determination of Eligibility. Pursuant to the terms of the Act and the Indenture, the Commission has determined that the Governmental Unit's Project is a project under the Act and the Governmental Unit is entitled to receive a loan from the Commission in connection with financing the construction of the Project.

Section 3.2. Principal Amount Of Loan Established; Loan Payments; Disbursement of Funds. The principal amount of the Loan shall be $_____ (the "Loan Amount"). Principal shall be paid in full on or before the Loan Payment Date. The Loan shall bear interest at a per annum rate equal to _____%, and shall accrue from the loan closing date on the outstanding principal amount of the Loan and shall be payable on the Loan Payment Date.

A portion of the proceeds of the Loan in the amount of $_____ shall be deposited in a Governmental Unit's Account established under the Indenture for the Governmental Unit. Subject to the provisions of the Indenture (which the Governmental Unit hereby acknowledges and agrees to), the Commission shall disburse amounts from such Governmental Unit's Account as construction of the Project progresses upon the submission by the Governmental Unit of a Requisition for Funds in substantially the same form as Exhibit A hereto.

Payment of principal of the Loan shall be made at the principal corporate trust office of the Trustee on the Loan Payment Date. In addition to the payment of principal of and interest on the Loan, the Governmental Unit shall pay all Administrative Costs to the Commission, including any share of investment earnings required to be rebated to the United States of America pursuant to the Code, arising from the making of the Loan by the Commission to the Governmental Unit. The Governmental Unit shall receive a credit against its payment of the Loan hereunder in an amount equal to amounts remaining in its Governmental Unit's Account on the Loan Payment Date.

The Governmental Unit's obligation hereunder to repay amounts advanced pursuant to this Section 3.2, together with interest thereon, and any other payments required under this Loan Agreement, shall be evidenced by the execution by the Governmental Unit of this Loan Agreement and the Loan Note.

Section 3.3. Commencement of Loan Term. The Governmental Unit's obligations under this Loan Agreement shall commence on the date hereof unless otherwise provided in this Loan Agreement.

Section 3.4. Termination of Loan Term. The Governmental Unit's obligations under this Loan Agreement shall terminate after payment in full of all amounts due under this Loan Agreement and all amounts not theretofore paid shall be due and payable at the times and in the amounts set forth herein; provided, however, that all covenants and all obligations provided hereunder specified to so survive shall survive the termination of this Loan Agreement and the

payment in full of principal and interest hereunder. Upon termination of the Loan term and payment in full of the Loan and all other amounts due hereunder as provided herein, the Commission and the Trustee shall deliver, or cause to be delivered, to the Governmental Unit an acknowledgment thereof.

Notwithstanding the foregoing, the Governmental Unit shall not prepay the Loan in full prior to _____ 1, 20__. Notwithstanding the foregoing, the Governmental Unit may pay such amounts as are required to pay the Loan in full (with accrued interest to _____ 1, 20____) to the Trustee to be held in irrevocable escrow on behalf of the Governmental Unit on or before ____ 1, 20___. Such amount required to pay the Loan in full shall be calculated on the date of payment. Any interest or portion thereof earned on the escrow account may be rebated back to the Governmental Unit.]

Section 3.5. Rebate to Governmental Unit. Within 90 days following the payment in full of the Notes, the Commission shall rebate or cause to be rebated to the Governmental Unit such Governmental Unit's portion of the monies remaining in the accounts held by the Trustee under the Indenture after repayment of or provision for repayment of all necessary fees, costs and expenses of the Trustee and the Administrative Costs of the Program, including the Rebate Requirement (as defined in the Tax Certificate) and the Provisional Rebate Amount (as defined in the Compliance Agreement) (collectively, the "Rebate Amount"), on the following basis: all interest paid on the Loans, provided, however, that if the remaining Rebate Amount is not sufficient to rebate all interest paid on all Loans, the rebate will be equal to the remaining Rebate Amount multiplied by a ratio whose numerator is the Governmental Unit's Loan amount and whose denominator is the total Loan amounts on all Governmental Unit's Accounts; provided further, however, that no such amount shall be rebated to the Governmental Unit unless and until the Governmental Unit certifies that such amount shall only be expended on "capital projects" within the meaning of Section 163.01, Florida Statutes.

Section 3.6. Covenant Regarding Permanent Financing. The Governmental Unit does hereby separately covenant that if for any reason the Permanent Lender fails to provide the Permanent Financing by accepting delivery thereof on or before the Maturity Date, the Governmental Unit shall continue to pay interest on the Loan at the rate set forth in Section 3.2 from amounts in its Governmental Unit's Account, and if the Permanent Lender has not provided for the Permanent Financing by _____ 1, 2010, the Governmental Unit will use reasonable efforts to take in a timely manner all necessary actions and adopt all necessary proceedings in order to obtain other temporary or Permanent Financing or other borrowing of whatever nature in order to repay the Loan or to repay the Loan from any other legally available non-ad valorem funds of the Governmental Unit on the Loan Payment Date.

The Governmental Unit will give to the Commission and the Trustee prompt written notice, appropriately documented, of any modification, suspension, termination, annulment or other change in status of the Permanent Lender commitment for Permanent Financing. In such event the Commission shall provide express written instructions to the Trustee specifically

detailing to the Trustee the manner in which the duties of the Trustee under the Indenture will change as a result of such modification, suspension, annulment or other change.

ARTICLE IV

CONDITIONS PRECEDENT TO DISBURSEMENT; REQUISITION FOR FUNDS

Section 4.1. Loan Closing Submissions. Concurrently with the execution and delivery of this Loan Agreement, the Governmental Unit is providing to the Commission the following documents each dated the date of such execution and delivery unless otherwise provided below or unless waived by the Commission and the Trustee:

(i) Certified resolution of the Governmental Unit;

(ii) An opinion on the Governmental Unit's Counsel in the form of Exhibit D hereto to the effect that the Loan Agreement is duly authorized and executed, and is a valid, binding and enforceable obligation of the Governmental Unit and opining to such other matters as may be reasonably required by Bond Counsel;

(iii) A certificate of the Authorized Officer of the Governmental Unit to the effect that the representations and warranties of the Governmental Unit are true and correct;

(iv) The audited financial statements of the Governmental Unit for the past three fiscal years;

(v) This executed Loan Agreement;

(vi) An opinion (addressed to, and in form and substance acceptable to, the Commission and the Trustee) of Bond Counsel in the form of Exhibit E attached hereto;

(vii) An incumbency certificate and a signature certificate in form and substance acceptable to the Commission and Bond Counsel;

(viii) An executed Form 8038-G; and

(ix) Such other certificates, documents and information as the Commission, the Trustee or Bond Counsel may require.

All opinions and certificates shall be dated the date of the closing of the Loan.

Section 4.2. Covenants of Governmental Unit and Conditions of Loan. By the execution of this Loan Agreement, the Governmental Unit agrees that prior to any requests for the disbursement of all or a portion of the Loan made hereunder, the Governmental Unit shall supply the Commission, if requested, appropriate documentation, satisfactory to the Commission, in its sole discretion, indicating the following:

(i) That the Commission and any appropriate regulatory agency of the State as may be designated by the Commission, and their respective duly authorized agents, shall have the right at all reasonable times, subject to prior notice to the Governmental Unit, to enter upon the Project and to examine and inspect same.

(ii) All real estate and interest in real estate and all personal property constituting the Project and the Project sites heretofore or hereafter acquired shall at all times be and remain the property of the Governmental Unit.

(iii) In the event the Governmental Unit is required to provide financing for the Project from sources other than the Commission, the Commission shall have the right to receive such reasonable proofs as it may require of the ability of the Governmental Unit to finance the costs of construction of the Project over and above the Loan, prior to the disbursement by the Commission of any portion of the Loan.

(iv) The Governmental Unit shall do all things necessary to acquire all proposed and necessary sites, easements and rights of way necessary or required in respect of the Project and demonstrate its ability to construct the Project in accordance with the plans, design and specifications prepared for the Governmental Unit by its Engineers.

(v) Actual construction and installation incident to the Project shall be performed by either the lump-sum (fixed price) or unit price contract method, and adequate legal methods of obtaining public, competitive bidding will be employed prior to the awarding of the construction contract for the Project in accordance with Florida law.

(vi) Unless construction of the Project has already been initiated as of the date of this Loan Agreement, pursuant to due compliance with state law and applicable regulations, the Project will not be advertised or placed on the market for construction bidding by the Governmental Unit until the final plans, designs and specifications therefor have been approved by such state and federal agencies and authorities as may be legally required, and until written notification of such approvals has been received by the Governmental Unit and furnished to the Commission.

(vii) Duly authorized representatives of the Commission and such other agencies of the State as may be charged with responsibility will have reasonable access to the construction work whenever it is in preparation or progress, and the Governmental Unit will assure that the contractor or contractors will provide facilities for such access and inspection.

(viii) The construction contract or contracts shall require the contractor to comply with all provisions of federal and state law legally applicable to such work, and any amendments or modifications thereto, together with all other applicable provisions of law, to cause appropriate provisions to be inserted in subcontracts to insure

compliance therewith by all subcontractors subject thereto, and to be responsible for the submission of any statements required of subcontractors thereunder.

(ix) A work progress schedule utilizing a method of standard acceptance in the engineering community shall be prepared prior to the institution of construction in connection with each construction contract, or, if construction has already been initiated as of the date of this Loan Agreement, at the earliest practicable date, to indicate the proposed schedule as to completion of the Project, and same shall be maintained monthly thereafter to indicate the actual construction progress of the Project.

(x) All construction contracts will be so prepared that federal participation costs, if any, and state participation costs may be readily segregated from local participation costs, if any, and from each other, and in such manner that all materials and equipment furnished to the Governmental Unit may be readily itemized.

(xi) The construction, including the letting of contracts in connection therewith, will conform in all respects to applicable requirements of federal, state and local laws, ordinances, rules and regulations.

(xii) The Governmental Unit will proceed expeditiously with and complete the Project in accordance with the approved surveys, plans specifications and designs or amendments thereto, prepared by the Engineers to the Governmental Unit and approved by state and federal agencies, but only to the extent such approvals may be required.

(xiii) If requested, the Governmental Unit will erect at the Project sites, signs satisfactory to the Commission noting the participation of the Commission in the financing of the Project.

(xiv) Except as otherwise provided in this Loan Agreement, the Governmental Unit shall have the sole and exclusive charge of all details of the construction.

(xv) The Governmental Unit shall keep complete and accurate records of the costs of acquiring the Project sites and the costs of construction. The Governmental Unit shall permit the Commission, acting by and through its duly authorized representatives, and the duly authorized representatives of state and/or federal agencies to inspect all books, documents, papers and records relating to the Project at any and all reasonable times for the purpose of audit and examination, and the Governmental Unit shall submit to the Commission such documents and information as such public bodies may reasonably require in connection with the administration of any federal or state grants.

(xvi) The Governmental Unit shall require that any bid for any portion of the construction of the Project be accompanied by a bid bond, certified check or other negotiable instrument payable to the Governmental Unit, as assurance that the bidder

will, upon acceptance of such bid, execute the necessary contractual documents within the required time.

(xvii) The Governmental Unit shall require that each construction contractor or contractors furnish a performance and payment bond in an amount at least equal to 100% of the contract price or the portion of the project covered by the particular contract as security for the faithful performance of such contract.

(xviii) The Governmental Unit shall require that each of its contractors and all subcontractors maintain during the life of the construction contract, worker's compensation insurance, public liability insurance, property damage insurance and vehicle liability insurance in amounts and on terms satisfactory to the Commission. Until the Project facilities are completed and accepted by the Governmental Unit, the contractor shall maintain builders risk insurance (fire and extended coverage) on a 100% basis (completed value form) on the insurable portion of the Project, such insurance to be made payable to the order of the Commission, the Governmental Unit, the prime contractor, and all subcontractors, as their interests may appear.

(xix) The Governmental Unit shall provide and maintain competent and adequate engineering services covering the supervision and inspection of the development and construction of the Project, and bearing the responsibility of assuring that construction conforms to the approved plans, specifications and designs prepared by the Engineers. Such engineer shall certify to the Commission, any involved state or federal agencies, and the Governmental Unit at the completion of construction that construction is in accordance with the approved plans, specifications and designs, or, approved amendments thereto.

Section 4.3. Disbursements of Loan; Requisition for Funds. The Governmental Unit shall submit to the Trustee a Requisition for Funds during the first five days of each month (or such other designated period as is acceptable to the Trustee). The Requisition of Funds shall be in substantially the form as that attached to this Loan Agreement as Exhibit A and made a part hereof.

Subject to the provisions of the Indenture, upon the Commission's receipt of a Requisition for Funds, and such additional documentation as it may require, the Commission will promptly direct the Trustee to remit the amount requested to the Governmental Unit.

ARTICLE V

ASSIGNMENT AND GENERAL COVENANTS OF THE GOVERNMENTAL UNIT

Section 5.1. Pledge and Assignment. The Governmental Unit does hereby irrevocably assign and pledge to the Commission, and its successors or assigns, for the benefit of the owners of all Notes issued under the Indenture, all right, title and interest of the Governmental Unit in and to the proceeds of the Permanent Financing and all monies to be received from the Permanent Lender, as applicable, pursuant to the Permanent Lender's expressed intention to provide Permanent Financing for the Project. The Governmental Unit acknowledges and agrees that the Commission pursuant to the Indenture has assigned and pledged to the Trustee for the benefit and security of the owners of the Notes all of its rights under the provisions of this Loan Agreement and the Loan Note. Accordingly, this Loan Agreement shall not be terminated, modified or changed by the Commission or the Governmental Unit except with the consent of the Trustee in the manner and subject to the conditions permitted by the terms and provisions of the Indenture.

THE NOTES ARE LIMITED OBLIGATIONS OF THE COMMISSION PAYABLE BY THE COMMISSION SOLELY FROM AND SECURED BY THE TRUST ESTATE. THE NOTES ARE EQUALLY SECURED BY AN IRREVOCABLE PLEDGE OF THE TRUST ESTATE, WITHOUT PRIORITY FOR NUMBER, DATE OF SALE, DATE OF EXECUTION OR DATE OF DELIVERY. The Notes and the obligations and covenants of the Commission under the Indenture shall not be deemed to constitute a debt, liability, or obligation of the State, or any political subdivision or municipality thereof (excluding the governmental entities to the extent of their respective obligations under their respective Loan Agreements), or a pledge of the faith and credit of the State or any political subdivision or municipality thereof, but shall constitute special obligations payable solely from the pledge of those funds, accounts and sources as set forth in this Loan Agreement and the Indenture. The issuance of the Notes pursuant to the Act shall not directly, indirectly, or contingently obligate the Commission, the State or any other political subdivision or municipality thereof (excluding the governmental entities to the extent otherwise provided in their respective Loan Agreements) to levy or to pledge any form of taxation or assessments whatsoever therefor.

Section 5.2. Further Assurance. At any time and all times the Governmental Unit shall, so far as it maybe authorized by law, pass, make, do, execute, acknowledge and deliver, all and every such further resolutions, acts, deeds, conveyances, assignments, transfers and assurances as may be necessary or desirable for the better assuring, conveying, granting, assigning and confirming all and singular the rights, assets and revenues herein pledged or assigned, or intended so to be, or which the Governmental Unit may hereafter become bound to pledge or assign.

Section 5.3. Completion of Project. The Governmental Unit hereby covenants and agrees to proceed expeditiously with and promptly complete the Project in accordance with the

plans, designs and specifications prepared by the Engineers for the Governmental Unit so that the Permanent Financing can be delivered on or prior to the Maturity Date.

Section 5.4. Tax Covenant. The Governmental Unit shall at all times do and perform all acts and things permitted by law and necessary or desirable in order to assure that interest paid by the Commission on the Notes shall, for the purposes of federal income taxation, be excludable from gross income under any valid provision of law, and shall take such actions as may be directed by the Commission in order to accomplish the foregoing. The Governmental Unit shall not permit (i) the proceeds of the Loan to be used directly or indirectly in any trade or business, (ii) its payments hereunder to be secured directly or indirectly by property to be used in a trade or business, (iii) any management agreement for the operation of the Project, or (iv) any federal guarantee of its obligations hereunder without the prior written consent of the Commission. The Governmental Unit will not acquire or pledge any obligations which would cause the Notes to be "arbitrage bonds" within the meaning of the Code.

Section 5.5. Accounts and Reports. The Governmental Unit shall at all times keep, or cause to be kept, proper books of record and account in accordance with generally accepted accounting principles in which complete and accurate entries shall be made of all its transactions relating to the Project, which shall at all reasonable times be subject to the inspection of the Commission.

Section 5.6. General. The Governmental Unit shall do and perform or cause to be done and performed all acts and things required to be done or performed by or on behalf of the Governmental Unit under the provisions of any agreements regarding the Permanent Financing and under any provisions of the Act and this Loan Agreement in accordance with the terms of such provisions.

Section 5.7. Indemnity. To the extent permitted by law, the Governmental Unit will pay, and will protect, indemnify and save, the Commission, each member, officer, commissioner, employee and agent of any of the Commission, harmless from and against, any and all liabilities, losses, damages, costs and expenses (including reasonable attorneys' fees), suits, claims and judgments of whatsoever kind and nature (including those in any manner directly or indirectly arising or resulting from, out of, or in connection with, any injury to, or death of, any person or any damage to property resulting from the use or operation of the Project), whether arising directly or indirectly (in any case, whether or not by way of the Governmental Unit), its successors and assigns, agents, contractors, employees, licensees or otherwise of the Governmental Unit or resulting from, out of, or in connection with, the Project or this Loan Agreement as a result of the breach or violation of any agreement, covenant, representations or warranty by the Governmental Unit set forth in this Loan Agreement or any document delivered in connection herewith, but not including an action arising from the alleged invalidity of the Notes, except to the extent that such invalidity is caused by an act or omission of the Governmental Unit or is caused by the invalidity of this Loan Agreement. The Commission shall also use counsel reasonably acceptable to the Governmental Unit in carrying out its obligations under this paragraph, except as a result of the breach or violation of any

agreement, covenant, representations or warranty by the Governmental Unit set forth in this Loan Agreement or any document delivered pursuant hereto. The Commission shall give to the Governmental Unit prompt notice of any such suits or claims.

To the extent permitted by law, the Governmental Unit hereby agrees to indemnify and hold harmless the Trustee from and against any and all costs, liabilities, losses or damages whatsoever (including reasonable costs and fees of counsel, auditors or other experts), asserted or arising out of or in connection with the acceptance or administration of the trusts established pursuant to the Indenture, except costs, claims, liabilities, losses or damages resulting from the negligence or willful misconduct of the Trustee.

The foregoing notwithstanding, nothing herein contained shall be construed, and neither the Trustee, the Commission, the State or the owners of the Notes shall have the right to compel the exercise of the taxing power of the Governmental Unit in any form for the payment by the Governmental Unit of its obligations, if any, hereunder.

The provisions of this paragraph shall survive the termination of this Loan Agreement and the resignation or removal of the Trustee.

Section 5.8. Further Assurance. The Governmental Unit shall execute and deliver to the Trustee all such documents and instruments and do all such other acts and things as may be reasonably necessary to enable the Trustee to exercise and enforce its rights under this Loan Agreement and to realize thereon, and record and file and re-record and re-file all such documents and instruments, at such time or times, in such manner and at such place or places, all as may be reasonably necessary or required by the Trustee to validate, preserve and protect the position of the Trustee under this Loan Agreement.

Section 5.9. Limited Obligations. Anything in this Loan Agreement to the contrary notwithstanding, it is understood and agreed that all obligations of the Governmental Unit hereunder shall be payable only from proceeds of Permanent Financing as provided for hereunder and nothing herein shall be deemed to pledge ad valorem taxation revenues or to permit or constitute a mortgage or lien upon any assets owned by the Governmental Unit and no Owner of any Note or any other person, including the Commission or the Trustee, may compel the levy of ad valorem taxes on real or personal property within the boundaries of the Governmental Unit. The obligations hereunder do not constitute an indebtedness of the Governmental Unit within the meaning of any constitutional, statutory or charter provision or limitation, and neither the Trustee, the Commission, or the Owner of any Note or any other person shall have the right to compel the exercise of the ad valorem taxing power of the Governmental Unit or taxation of any real or personal property therein for the payment by the Governmental Unit of its obligations hereunder. Except to the extent expressly set forth in this Loan Agreement, this Loan Agreement and the obligations of the Governmental Unit hereunder shall not be construed as a limitation on the ability of the Governmental Unit to pledge or covenant to pledge said revenues or any revenues or taxes of the Governmental Unit for other legally permissible purposes.

ARTICLE VI

DEFEASANCE

This Loan Agreement shall continue to be obligatory and binding upon the Governmental Unit in the performance of the obligations imposed by this Loan Agreement and the repayment of all sums due by the Governmental Unit under this Loan Agreement shall continue to be secured by this Loan Agreement as provided herein until all of the indebtedness and all of the payments required to be made by the Governmental Unit shall be fully paid to the Commission or the Trustee; provided, however, if, at any time, the Governmental Unit shall have paid, or shall have made provision for payment of, the principal amount of the Loan, interest thereon and redemption premiums, if any, payable with respect to the Notes in connection with such payment and all other amounts due hereunder, then, and in that event, the pledge of and lien on the proceed of the Permanent Financing pledged to the Commission for the benefit of the Owners of the Notes shall be no longer in effect and all future obligations of the Governmental Unit under this Loan Agreement shall cease. For purposes of the preceding sentence, deposit of sufficient cash and/or United States Treasury obligations in irrevocable trust with a banking institution or trust company, for the sole benefit of the Commission in respect to which such United States Treasury obligations, the principal and interest received will be sufficient to make timely payment of the principal amount of the Loan and interest thereon and redemption premiums, if any, on the outstanding Notes, shall be considered "provision for payment."

Nothing herein shall be deemed to require the Commission to call any of the outstanding Notes for redemption prior to maturity pursuant to any applicable optional redemption provisions, or to impair the discretion of the Commission in determining whether to exercise any such option for early redemption.

If the Governmental Unit shall make advance payments to the Commission in an amount sufficient to retire the Loan of the Governmental Unit, including redemption premium and accrued interest to the next succeeding redemption date of the Notes, all future obligations of the Governmental Unit under this Loan Agreement shall cease, except as otherwise provided herein.

The Governmental Unit shall give a 30 day notice to the Commission prior to the making of any advance payment on a date other than on the Maturity Date.

ARTICLE VII

EVENTS OF DEFAULT AND REMEDIES

Section 7.1. Events of Default Defined. The following will be "Events of Default" under this Loan Agreement and the term "Event of Default" or "Default" will mean, whenever it is used in this Loan Agreement, any one or more of the following events:

(i) Failure by the Governmental Unit to pay any Loan Payments at the times specified herein including the principal and interest due on the Loan Note.

(ii) Failure by the Governmental Unit to observe or perform any covenant, condition or agreement on its part to be observed or performed, other than as referred to in subsection (i) of this Section, for a period of 30 days after written notice specifying such failure and requesting that it be remedied will have been given to the Governmental Unit by the Commission unless the Commission agrees in writing to an extension of such time prior to its expiration; provided, however, if the failure stated in the notice cannot be corrected within the applicable period, the Commission will not unreasonably withhold its consent to an extension of such time if corrective action is instituted by the Governmental Unit within the applicable period and diligently pursued until such failure is corrected.

(iii) The dissolution or liquidation of the Governmental Unit, or the voluntary initiation by the Governmental Unit of any proceeding under any federal or state law relating to bankruptcy, insolvency, arrangement, reorganization, readjustment of debt or any other form of debtor relief, or the initiation against the Governmental Unit of any such proceeding which will remain undismissed for 60 days, or the entry by the Governmental Unit into an agreement of composition with creditors or the failure generally by the Governmental Unit to pay its debts as they become due.

Section 7.2. Remedies on Default. Whenever any Event of Default referred to in Section 7.1 has occurred and is continuing, the Commission may, without any further demand or notice, take one or any combination of the following remedial steps:

(i) Declare all payments due hereunder, as set forth in the Schedule of Payments to be immediately due and payable.

(ii) Exercise all the rights and remedies of the Commission set forth in the Act.

(iii) Take whatever action at law or in equity appear necessary or desirable to enforce its rights under this Loan Agreement.

Section 7.3. Appointment of Receiver. Upon the occurrence of an Event of Default, and upon the filing of a suit or other commencement of judicial proceedings to enforce the

rights of the Commission under this Loan Agreement, the Commission shall be entitled, as a matter of right, to the appointment of a receiver or receivers of the Project and all receipts therefrom, subject to outstanding existing debt with a first lien on such receipts, pending such proceedings, with such power as the court making such appointment shall confer; provided, however, that the Commission may, with or without action under this Section, pursue any available remedy to enforce the payment obligations hereunder, or to remedy any Event of Default.

Section 7.4. No Remedy Exclusive. No remedy herein conferred upon or reserved to the Commission is intended to be exclusive, and every such remedy will be cumulative and will be in addition to every other remedy given hereunder and every remedy now or hereafter existing at law or in equity. No delay or omission to exercise any right or power accruing upon any default will impair any such right or power and any such right and power may be exercised from time to time and as often as may be deemed expedient.

Section 7.5. Consent to Powers of Commission Under Act and this Loan Agreement. The Governmental Unit hereby acknowledges to the Commission its understanding of the provisions of the Act and this Loan Agreement, vesting in the Commission certain powers, rights and privileges in respect of the Project upon the occurrence of an Event of Default, and the Governmental Unit hereby covenants and agrees that if the Commission should in the future have recourse to said rights and powers, the Governmental Unit shall take no action of any nature whatsoever calculated to inhibit, nullify, void, delay or render nugatory such actions of the Commission in the due and prompt implementation of the provisions of this Loan Agreement.

Section 7.6. Waivers. In the event that any agreement contained herein should be breached by either party and thereafter waived by the other party, such waiver will be limited to the particular breach so waived and will not be deemed to waive any other breach hereunder.

Section 7.7. Agreement to Pay Attorneys' Fees and Expenses. In the event that either party hereto is in default under any of the provisions hereof and the nondefaulting party employs attorneys or incurs other expenses for the enforcement of performance or observance of any obligation or agreement on the part of the defaulting party herein contained, the defaulting party agrees that it will pay on demand therefor to the nondefaulting party the fees of such attorneys and such other expenses so incurred by the nondefaulting party.

ARTICLE VIII

MISCELLANEOUS PROVISIONS

Section 8.1. Notices. All notices, certificates or other communication hereunder shall be sufficiently given and shall be deemed given when hand delivered or mailed by registered or certified mail, postage prepaid, to the parties at the following addresses:

Commission:	Florida Rural Utility Financing Commission 2970 Wellington Circle W., Suite 101 Tallahassee, Florida 32308 Attn: Gary Williams, Executive Director
Trustee, Paying Agent and Registrar:	The Bank of New York Trust Company, N.A. 525 Vine Street, Suite 900 Cincinnati, Ohio 45202 Attn: Corporate Trust Department
Governmental Unit:	

Any of the above parties may, by notice in writing given to the others, designate any further or different addresses to which subsequent notices, certificates or other communications shall be sent.

Section 8.2. Approval not to be Unreasonably Withheld. Any approval of the Commission required by this Loan Agreement shall not be unreasonably withheld and shall be deemed to have been given on the 30th day following the submission of any matter requiring approval to the Commission, unless disapproved in writing prior to such 30th day. Any provision of this Loan Agreement requiring the approval of the Commission or the satisfaction or the evidence of satisfaction of the Commission shall be interpreted as requiring action by an authorized officer of the Commission granting, authorizing or expressing such approval or satisfaction, as the case may be, unless such provision expressly provides otherwise. Disbursements of proceeds of the Loan shall be governed by Section 4.3 of this Loan Agreement.

Section 8.3. Effective Date. This Loan Agreement shall become effective as of the date first set forth herein above and shall continue to full force and effect until the date the obligations of the Governmental Unit pursuant to the provisions of this Loan Agreement have been fully satisfied.

Section 8.4. Binding Effect. This Loan Agreement shall be binding upon, and shall inure to the benefit of the parties hereto, and to any person, officer, board, department, agency, municipal agency, or body politic and corporate succeeding by operation of law to the powers and duties of either of the parties hereto. This Loan Agreement shall not be revocable by either of the parties, nor assignable by either parties without the written consent of the other party.

The Governmental Unit hereby consents to the assignment of this Loan Agreement by the Commission to the Trustee.

Section 8.5. Severability. In the event that any provision of this Loan Agreement will be held invalid or unenforceable by any court of competent jurisdiction, such holding will not invalidate or render unenforceable any other provision hereof.

Section 8.6. Execution in Counterparts. This Loan Agreement may be simultaneously executed in several counterparts, each of which will be an original and all of which will constitute but one and the same instrument.

Section 8.7. Applicable Law. This Loan Agreement will be governed by and construed in accordance with the laws of the State.

Section 8.8. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Loan Agreement.

[Remainder of page intentionally left blank.]

IN WITNESS WHEREOF, the parties hereto have caused this Loan Agreement to be executed by their respective duly authorized officers as of the day and year above written.

FLORIDA RURAL UTILITY FINANCING COMMISSION

By: _____
Chairman

ATTEST:

By: _____
Secretary

Certificate of Consulting Engineers as to
Payment Request

The undersigned, a duly qualified and licensed Engineer hereby certifies that he or she represents the Governmental Unit submitting this request and that all expenses represented in this request were duly incurred for the Construction of the "Project," and that such expenses have not been the subject of any request for disbursement previously submitted.

Engineer/Consultant

Firm Name: _____

By: _____
Title: _____

APPROVED:

_____

By: _____
Title: _____

EXHIBIT B

FORM OF LOAN NOTE

UNITED STATES OF AMERICA
STATE OF FLORIDA
COUNTY OF _____
_____ OF _____
LOAN NOTE

Dated: _____ $_____

For value received, the _____, Florida (the "Issuer"), acting by and through its _____ Council (the "Governing Body"), hereby acknowledges itself indebted to and promises to pay to the order of:

FLORIDA RURAL UTILITY FINANCING COMMISSION

the principal sum of

_____ ($_____) on or before _____, 200__, with interest thereon payable on the date of maturity (or prior prepayment) from the dated date hereof at the rate of _____% per annum.

This Note represents the authorized aggregate principal amount of $_____, authorized to be issued by the Issuer for the purpose of obtaining funds to finance on an interim basis the cost (not otherwise provided) of the construction of extensions, additions and improvements to the existing [water] system (the "Project") of the Issuer, pending the issuance and delivery of $_____ of [Rural Development][SRF] Fund monies (the "Permanent Financing"), authorized by resolution of the Governing Body of the Issuer, adopted on _____, 2007 (the "Resolution").

Disbursements of the proceeds of this Note shall be made in accordance with the Loan Agreement by and between the Issuer and the Florida Rural Utility Financing Commission dated the date hereof. Interest shall accrue on the principal amount of this Note from the date of this Note until the date of maturity of this Note.

This Note is a special obligation of the Issuer, payable solely from the proceeds of the Permanent Financing, which current Permanent Financing proceeds are hereby irrevocably pledged to the payment of this Note.

This Note is issued pursuant to Chapter 166, Florida Statutes (the "Act") and in anticipation of the issuance of the aforesaid Permanent Financing and neither this Note, nor the interest hereon, constitutes or evidences an indebtedness of the Issuer.

It is hereby certified that the proceeds of this Note will be disbursed in accordance with the Resolution, authorizing the issuance of the Loan, and that the proceeds of this Note will be subject to all of the conditions of said Resolution.

It is further certified that the undersigned is the Mayor of said Issuer, that he is duly authorized to execute this Note on behalf of said Issuer, and that this Note represents a liability of said Issuer only, payable out of the first proceeds of said sources, herein above mentioned, and that the undersigned, by executing this Note, does not become personally and/or individually liable hereon as his personal or individual debt.

IN WITNESS WHEREOF, said _____, in the State of Florida, by its Governing Body, has caused this Note to be executed by the Mayor of said Issuer and its Seal to be hereunto affixed, on the date of this Note, which is _____, 2007.

_____, **FLORIDA**

By: _____
Mayor

(Seal of Issuer)

EXHIBIT C

FORM OF RESOLUTION

See Document No. _____ in the Transcript

EXHIBIT D

FORM OF OPINION OF COUNSEL

[Letterhead of Counsel to Governmental Unit]

_____, 2007

Florida Rural Utility Financing Commission
Tallahassee, Florida

Loan Agreement by and between Florida Rural Utility Financing Commission and the _____, Florida dated as of _____, 2007

Ladies and Gentlemen:

The undersigned is an attorney at law duly admitted to the practice of law in the State of Florida and is legal counsel to the _____, Florida (the "Governmental Unit"). I am familiar with the organization and existence of the Governmental Unit and the laws of the State of Florida applicable thereto. Additionally, I am familiar with the project (the "Project") with respect to which the Loan Agreement (the "Loan Agreement") by and between the Florida Rural Utility Financing Commission ("Commission") and the Governmental Unit is being authorized, executed and delivered and the Loan Note (the "Loan Note") from the Governmental Unit to the Commission is being authorized, and which may be executed and delivered.

I have reviewed the form of Loan Agreement, the Loan Note, the resolution of the Governmental Unit authorizing the execution and delivery of said Loan Agreement and Loan Note and the plans, designs and specifications prepared by the Engineers for the Governmental Unit with respect to the Project.

Based upon my review I am of the opinion that:

(1) The Governmental Unit is a duly organized and existing political subdivision or body politic of the State of Florida validly existing under the Constitution and statutes of the State of Florida.

(2) The Loan Agreement and the Loan Note have been duly executed and delivered by the Governmental Unit and are a valid and binding obligations of the Governmental Unit enforceable in accordance with their terms, except to the extent that the enforceability thereof may be limited by equitable principles and by bankruptcy, reorganization, moratorium, insolvency or similar laws heretofore or hereafter enacted relating to or affecting the enforcement of creditors rights or remedies generally.

(3) The Governmental Unit has all necessary power and authority to enter into, perform and consummate all transactions contemplated by the Loan Agreement and the Loan Note, and to execute and deliver the documents and instruments to be executed and delivered by it in connection with the construction of the Project.

(4) The execution and delivery of the Loan Agreement and the Loan Note and the performance by the Governmental Unit of its obligations thereunder does not and will not conflict with, violate or constitute a default under any court or administrative order, decree or ruling, or any law, statute, ordinance or regulation, or any agreement, indenture, mortgage, lease, note or other obligation or instrument, binding upon the Governmental Unit, or any of its properties or assets. The Governmental Unit has obtained each and every authorization, consent, permit, approval or license of, or filing or registration with, any court or governmental department, commission, board, bureau, unit or instrumentality, or any specifically granted exemption from any of the foregoing, that is necessary to the valid execution, delivery or performance by the Governmental Unit of the Loan Agreement and the Loan Note.

(5) To the best of my knowledge after due inquiry there is no action, suit, proceedings or investigation at law or in equity before any court, public board or body pending or threatened against, affecting or questioning (i) the valid existence of the Governmental Unit, (ii) the right or title of the members and officers of the Governmental Unit to their respective positions, (iii) the authorization, execution, delivery or enforceability of the Loan Agreement, the Loan Note or the application of any monies or security therefor, (iv) the construction of the Project, or (v) that would have a material adverse impact on the ability of the Governmental Unit to perform its obligations under the Loan Agreement or the Loan Note.

(6) None of the proceedings taken by the Governmental Unit for the authorization, execution or delivery of the Loan Agreement or the Loan Note has or have been repealed, rescinded, or revoked.

(7) All proceedings and actions of the Governmental Unit with respect to which the Loan Agreement or the Loan Note is to be delivered were had or taken at meetings properly convened and held in substantial compliance with the applicable provisions of the laws of the State of Florida.

Very truly yours,

EXHIBIT E

FORM OF OPINION OF BOND COUNSEL

[Letterhead of Bond Counsel to Governmental Unit]

_____, 2007

Loan Agreement by and between Florida Rural Utility Financing Commission and the _____, Florida dated as of _____, 2007

We hereby certify that we have reviewed and are familiar with the proceedings of the _____ Council (the "Governing Body") of the _____, Florida (the "Governmental Unit"), in connection with the authorization, execution and delivery of a Loan Agreement between the Florida Rural Utility Financing Commission, (the "Commission") and the Governmental Unit, dated _____, 2007 (the "Loan Agreement") and the form of the Loan Note from the Governmental Unit to the Commission (the "Loan Note") evidencing the loan in the amount not to exceed $_____ being issued by the Commission to the Governmental Unit pursuant to the Loan Agreement and the Loan Note to provide interim financing (the "Loan") for the construction of a project (the "Project") consisting of improvements to the [water and sewer] system of the Governmental Unit (the "System"); and the proposed issuance of bonds by the Governmental Unit in the amount of $_____, to be dated the date of the issuance thereof (the "Bonds") to repay the Loan and provide permanent financing for the Project.

Our examination of such proceedings includes (a) the proceedings of the Governing Body held on _____, _____, adopting an resolution authorizing the Loan Agreement (the "Resolution"), (b) the proceedings of the Governing Body held on _____, _____, adopting legislation authorizing the Bonds (the "Bond Resolution"), and (c) the proceedings of the Governing Body held on _____, _____, accepting the conditions for permanent financing from the _____ (the "Permanent Lender") for the purchase of the Bonds.

Based upon our examination of the aforesaid proceedings, we are of the opinion that the Governmental Unit has a valid commitment with the Permanent Lender, in which the Governmental Unit will receive Permanent Financing from the Permanent Lender.

Based upon our review of such proceedings and applicable laws, it is our opinion that the Loan Agreement has been validly authorized, executed and delivered by and on behalf of the Governmental Unit.

The rights and remedies of the Commission under the Loan Agreement may be limited by any applicable bankruptcy, insolvency, reorganization, or similar laws, or judicial decisions affecting the rights of creditors generally, and by the application of equitable principles where equitable remedies are sought.

This opinion letter is issued to, and solely for the benefit and reliance of, the Commission and may not be relied upon by any persons other than the Commission.

Respectfully Submitted,

EXHIBIT F

PERMANENT LENDER COMMITMENT LETTER

LOAN AGREEMENT

_____, FLORIDA

By: _____
Mayor

ATTEST:

By: _____
Clerk

Approved as to form and legality:

By: _____
Attorney

TAB 12

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 12

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

SUBJECT: Operation & Maintenance of Calusa Collection System

RECOMMENDED MOTION/ACTION:

Approved by General Manager C.J.C

Date: 8-13-08

Originating Department: General Manager	Costs: Approximately Funding Source: Acct.	**Attachments:**
Department Review: [ ] District Counsel _____ [X] General Manager C.J.C [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**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 Calusa Campground has requested that KLWTD take over the operation and maintenance of their new collection system when it is completed.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised6

TAB 13

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 13

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

SUBJECT: 905 Service Area Update

RECOMMENDED MOTION/ACTION:

Approved by General Manager Charles Fishburn CW

Date: Aug. 14, 2008

Originating Department: General Manager	Costs: Approximately $1,000,000 Funding Source: Acct.	**Attachments:** Cold Spot Compliance Manual
Department Review: [ ] District Counsel _____ [ ] General Manager ____ [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**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: Staff has held meetings with Weiler Engineering and the DOH to plan providing BAT Systems to the seventy two residents on 905 that currently do not have BAT Systems.

Staff's proposal is considering the 2009 Residential Assessment of $5400 for the system development charge and $3000 lateral connection fee for a total f $8400. Normal O & M charges based on water consumption will apply to the seventy two (72) homes.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised6

EXECUTIVE SUMMARY

COLD SPOT COMPLIANCE PROGRAM

The purpose of the District's cold spot program is to facilitate the complete 2010 wastewater treatment compliance throughout all outlying areas of the **Key Largo Wastewater Treatment District.**

These outlying areas or "cold spots" are places within the District, too remote to provide central sewer, economically. Alternatives to central sewer connection should be utilized in these areas. **The cost of an individual or clustered treatment system in this remote area would be less cost than the cost of extending central sewer lines to these remote neighborhoods.**

We believe that each District "cold spot" resident has the right to complete cost parity with all other District residents in obtaining 2010 advanced wastewater treatment compliance for their remote individual residence.

The District staff proposes to provide complete engineering, installation, operation and maintenance for each *district owned* treatment system to be installed. The District may also choose to provide operation and maintenance for the 10 existing *resident owned* treatment systems installed within the subdivisions along County Road 905.

According to Bill Brookman, at the State of Florida Health Department, a single 2010 compliant "Performance Based Advanced Treatment System" **installation, for a single-family residence**, can cost approximately **$22,000.00**. When **purchased in bulk**, at a more realistic price of **$12-$15,000** per system, these systems seem a little more economical. **Estimated cost for the 72 expected** purchased systems would be **$13,500 (a conservative low end number) times 72 or $972,000**. A **possible savings** may be available **through the utilization of previously installed units removed from the central sewer areas of Key Largo and relocated to the residences on County Road 905. This could provide a cost saving to the central sewer resident in their abandonment of a previously purchased advanced treatment system and soften the financial blow.**

Weiler engineering is currently studying the 905 area to determine which residences may utilize a clustered wastewater treatment system. Staff has been informed that this study will be completed within a month. Following analysis of this report, we should be able to determine the number of advanced wastewater treatment systems to be installed as well as determining logistics for placement.

Operation and maintenance of these systems is still a factor to be determined. True operation and maintenance figures will have to be determined following the determination of number of systems to be installed and configuration of those systems.

Our current engineer estimate for O&M for an advanced treatment FAST system is as follows:

Typical wastewater monthly bill is $33.60/mo base charge
+ $23.00 usage (145*30/1000*$5.27) = $56.60 x 12 = **$679.20/year (say $680) to be collected from resident**

Estimated O&M for advanced wastewater treatment FAST system: **Total $1,057.50/year per unit (say $1080)**

So the approximate loss per year for each system would be $1080 less $680 gives us $400 multiplied times the 82 estimated number of systems (this includes the 10 existing systems) gives us a projected **total estimated annual loss for the 905 area of $32,800/yr.**

As far as **Manatee Bay/Cross Key**, We are **awaiting the engineering study by Weiler**. The **viability of converting the existing large DEP treatment plant and the construction of a collection system** can only be determined after this engineering study is received. **Other alternatives** can be considered. **Individual advanced treatment systems** for each residence and business would be recommended. Two cluster systems could be utilized at the small marina, and its associated trailer park. **Repair of the RV park collection system** would be sufficient, as **their existing treatment system is already 2010 compliant**. The existing large treatment plant would be abandoned and dismantled and replaced with 2 individual FAST systems to serve the "dockominium" development.

COLD SPOT COMPLIANCE PROGRAM

Executive summary

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COLD SPOT COMPLIANCE PROGRAM

The purpose of the District's cold spot policy is to assist the complete 2010 wastewater treatment compliance throughout all outlying areas of the **Key Largo Wastewater Treatment District.** These outlying areas or "cold spots" are places within the District, too remote to provide central sewer, economically. Alternatives to central sewer connection should be utilized in these areas. The cost of an individual or clustered treatment system would be less cost than the cost of placing central sewer lines.

We believe that each District "cold spot" resident has the right to complete cost parity with all other District residents in obtaining 2010 advanced wastewater treatment compliance for their remote individual residence. Complete engineering, installation, operation and maintenance will be provided for each district owned treatment system to be installed. The District may also provide operation and maintenance for the 10 existing resident owned treatment systems installed on County Road 905.

The management of this District is committed to providing resident assistance, as directed by their elected **Key Largo Wastewater Treatment District Commission.** The District commission will provide citizens with compliance with the special Florida Keys provisions of the required state administrative code **64E-6 parts *II* and *IV***. It is the policy of this organization that information and assistance be provided equitably to all citizens within the District.

Management will give top priority to and provide the resources, as directed, for the timely compliance with this policy.

The initial responsibility for the coordination of implementation, operation and maintenance of our cold spot program has been assigned to:

Name: **Paul Turick**
Title: **Project Manager** Telephone: **(305) 453-5804 or 522-6452**

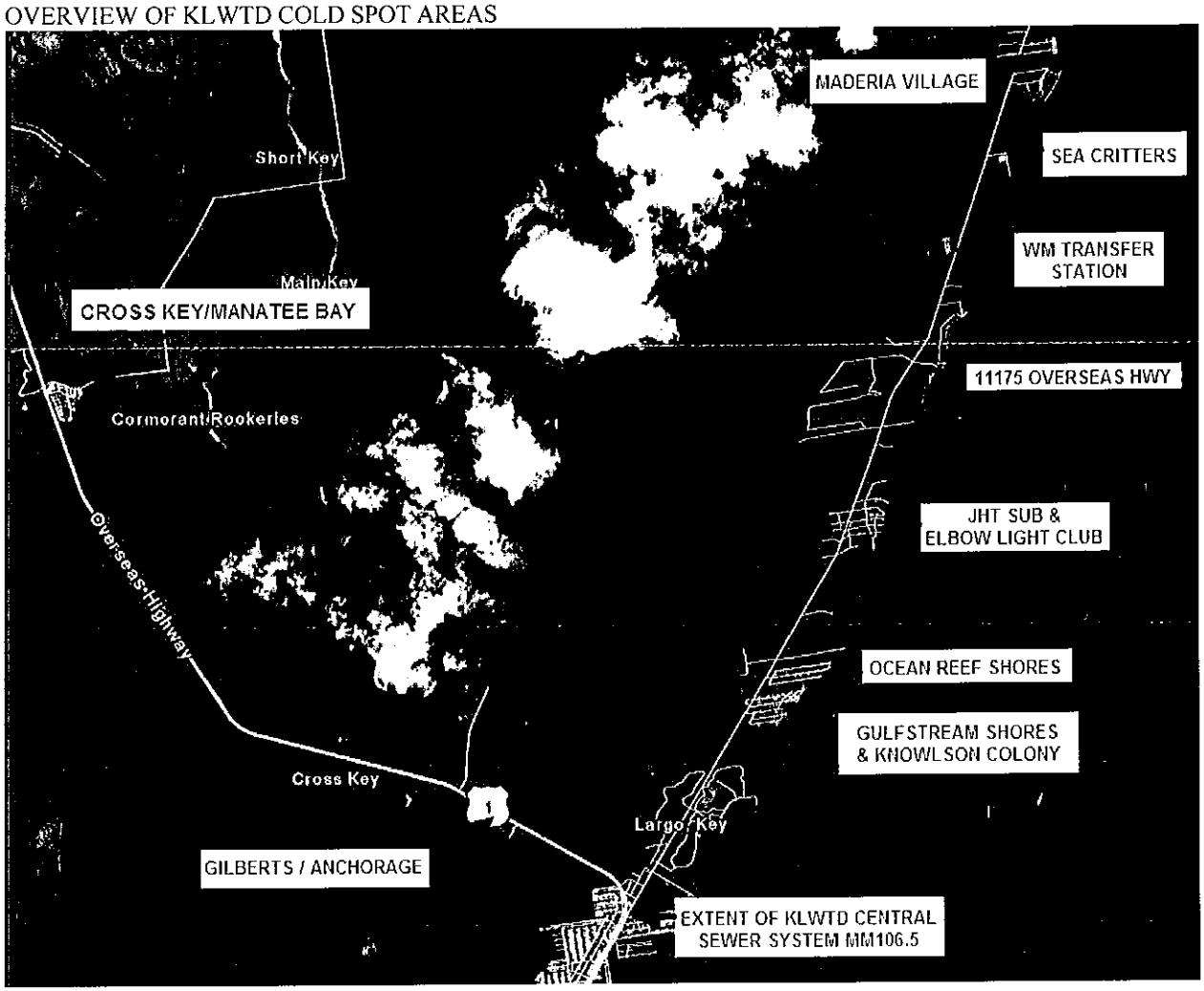
Senior management is actively involved in establishing and implementing a program of complete 2010 wastewater system compliance throughout all areas of the District. Cold spot program staff, as well as other members of our wastewater team, will participate with the state & the public in ongoing cold spot compliance program activities, which include:

- Promoting public participation at all public forums;
- Providing initial cost and logistical studies; and
- Coordinating and implementing system engineering, installation, operation and maintenance.

This policy statement serves to express staff's commitment to and involvement in providing a cleaner environment for all Key Largo citizens. This District program will be incorporated as the standard of practice in remote or "cold spot" areas, of the **Key Largo Wastewater Treatment District**.

COLD SPOT AREAS

OVERVIEW OF KLWTD COLD SPOT AREAS



COLD SPOT AREAS

Jewfish Creek Properties
Cross Key/Manatee Bay
CR 905 between MM106 and Card Sound Rd

Garden Cove - Loquat and Atlantic
Knowlson Colony & Gulfstream Shores
Ocean Reef Shores
JHT & Elbow Light Club
11175 CR 905 & Transfer Station
Sea Critters
Madeira Village

Jewfish Creek DEP Permitted Treatment Systems

GILBERTS/ANCHORAGE RESORT/MARLEYS RESTAURANT
MM 107 OVERSEAS HWY

Comprised of three major developments at the water passage between Cross Key and Key Largo key, the Jewfish Creek area contains mostly multifamily condo and tourist residential. However, there is also a standalone restaurant with dwelling units atop in the South area. This development is located a little over 1½ miles north of the current Key Largo central sewer system.

These three developments each have a Department of Environmental Protection, permitted wastewater treatment system. Given that, each treatment plant will need to be upgraded to conform to the 2010 wastewater treatment standards prior to the cutoff date of July 1, 2010.

CROSS KEY/MANATEE BAY (MM 112.5 Overseas Hwy)

The Cross Key development area is 6½ miles north of the northernmost extent of the Key Largo central sewer system. It is bounded by US 1 to the west and Manatee Creek to the north. The east and south sides border Card Sound.

This developed area consists of diverse types of housing and marina properties. The southwestern side of the development consists of a large boat dock condominium, which was originally planned as a houseboat or dwelling unit type condominium. This development had a requirement for a large sewage treatment plant. This package plant, permitted by the Department of Environmental Protection State of Florida, has a permitted capacity of 45,000 gallons per day, which is not utilized.

The other developments on this island consist of an RV park, which has a functioning vacuum waste system and a state, Department of Health 2010 compliant, performance-based system. This vacuum system is originally from a cruise ship. There is also a smaller, Department of Environmental Protection, permitted 5K GPD waste treatment plant at an older restaurant, which is now used as storage and housing units.

The balance of waste treatment on Cross Key consists of various permitted and unpermitted septic systems, and boat waste holding tanks.

CR 905 COLD SPOT PROPERTIES

KEY LARGO CITY SUBDIVISION - LOQUAT DR. & ATLANTIC BLVD.

The Ocean Isle Estates subdivision at mile marker 106 is part of the central sewer system. Loquat Drive and Atlantic Boulevard, bordering this subdivision, are the two connection exceptions in the neighboring Key Largo City subdivision. The two residences which exist on these roads are remote enough from the currently engineered system that central sewer is not a viable economic choice. Only one of the residences is privately owned, the one on Loquat. The Atlantic residence is State of Florida owned.

KNOWLSON COLONY & GULFSTREAM SHORES

Knowlson Colony and Gulfstream Shores are adjoining subdivisions on County Road 905 approximately 1½ miles north of the existing central sewer system, which is located in Ocean Isle Estates. Knowlson Colony consists mostly of hammock vegetation with 13 single-family residences mixed in. Gulfstream Shores has 30 single-family residences and has more cleared areas, devoid of vegetation. These two subdivisions are mostly privately owned and are the most populated of the remote CR 905 properties. **Ten residences, in these 2 subdivisions, currently comply with the 2010 wastewater standards and do not require upgrading.**

OCEAN REEF SHORES

Ocean Reef Shores is a sparsely populated neighborhood, approximately 2 miles north of the existing central sewer system on County Road 905. This subdivision consists of 17 privately owned properties. The balance this subdivision is owned by the State of Florida. Of the 23 existing residences in this subdivision, six are owned by the State of Florida. None of the existing residences are known to have 2010 compliant treatment systems.

JHT SUBDIVISION & ELBOW LIGHT CLUB

The JHT subdivision, and Elbow Light Club are located approximately 3½ miles north of the existing central sewer system. These subdivisions are sparsely populated. **One resident in this area has a complying 2010 Health Department system**.

11175 CR 905 & WM TRANSFER STATION

11175 County Road 905 is a stand-alone single-family residence little over 5 miles north of the existing central sewer system. This individual residence will require an upgraded 2010 compliant treatment system.

The Waste Management transfer station is a commercial building, located on county land 5.5 miles north of the existing central sewer system, this building contains bathrooms, which will require a 2010 compliant waste treatment system.

SEA CRITTERS

Sea Critters is a commercial aquaculture venture located within the hammock along CR 905, approximately 6½ miles north of the current central sewer system. The current system at this business needs upgrading to meet the 2010 treatment standards.

MADIERA VILLAGE

Madiera Village is a sparsely populated subdivision at the north end of County Road 905 approximately 7½ miles north of the central sewer system. Four residences exist in this subdivision. All four residences are in need of upgrading their treatment system to meet 2010 standards.

Performance Based Systems

Florida adopted provisions for permitting residential performance-based advanced treatment systems in September 2000. The permit regulations, which can be substituted for provisions governing the installation of onsite systems under existing prescriptive requirements, apply to a variety of alternative and innovative methods, materials, processes, and techniques for treating onsite wastewaters statewide. Discharges under the performance-based permit program in the Keys must meet treatment performance criteria for advanced wastewater treatment due to system location and the proximity of protected water resources.

Performance requirements for advanced wastewater treatment are as follows:

- annual arithmetic mean for BOD and TSS < 5 mg/L,
- annual arithmetic mean for total nitrogen < 3 mg/L,
- annual arithmetic mean for total phosphorus < 1 mg/L,
- fecal coliform bacteria count for any one sample < 25 cfu/100 mL.

Operation and maintenance manuals, annual operating permits, signed maintenance contracts, and biannual inspections are required for all performance-based systems installed under the new regulation. The operating permits allow for property entry, observation, inspection, and monitoring of treatment systems by state health department personnel.

Advanced Treatment Systems

Finding a solution for waste removal was simpler when the choices were connecting to city sewers or living in the country with a backyard septic system. The standard septic system design first appeared in the 1950s to reduce disease and dispose of wastewater. By 1970 many states had adopted minimum septic system design standards. Approximately 25 percent of U.S. homes still depend upon onsite wastewater treatment systems, and some places, like the Keys, were entirely unsewered until now.

For most of those unsewered homes and businesses, sewers simply may be unavailable due to extending sewer lines not being cost effective. Sewers are no longer considered the most environmentally sound solution for all properties. Growth attracted by sewer capacity brings polluted runoff, and groundwater recharge is lost to treatment plants or leaking sewer lines.

Once considered a temporary fix until sewers could be installed, managed onsite performance based *advanced treatment systems* are now recognized as a permanent wastewater treatment solution. When properly designed, installed and maintained, onsite advanced treatment systems are often the best choice in many areas from both an economic and an environmental perspective.

Due to advances in technology, wide spectrums of alternative systems exist. These new technologies focus on ***treating and dispersing*** wastewater for recycling to groundwater.

What Makes Advanced Treatment Systems Unique?

Design

- They utilize a treatment train design with at least one treatment unit after the tank and before the drainfield or injection well.
- A treatment unit is selected based upon proven treatment performance that incorporates site constraints and environmental resource protection goals.
- Tanks have effluent screens, access risers, and are tested for watertightness.
- Small, highly reliable pumps are used to distribute waste on a scheduled basis to the treatment unit and drainfield or well without relying on gravity flow.

- Alternative drainfields may be used and are designed to fit around existing landscaping and buildings, causing minimal site disturbance. Injection wells also serve this purpose.
- They can use modular, prepacked components, optimizing quality control, promoting ease of installation, and reducing installation cost.
- They can use synthetic and absorbent, porous media, reducing the need for specified sand media and lowering transportation costs.

Performance

- Tanks achieve enhanced primary treatment, using a larger tank to store peak flows.
- Treatment units placed after the septic tank and before the drainfield or well achieve secondary treatment.
- They can achieve better water distribution to a drainfield by timed, small, frequent pressure dosing rather than gravity flow by demand.
- They can achieve enhanced, additional treatment in drainfields using shallow drainfields or bottomless sand filters.

Installation and Maintenance

- Installation can be completed using small, lightweight, earth-moving equipment in tight areas with limited site disturbance.
- A computer, using remote telemetry, can monitor the system function remotely.
- Alarms signal potential problems.

State of Florida's currently approved, performance based...
ADVANCED WASTEWATER TREATMENT SYSTEMS:

1. MicroFast System

Bio-Microbics,Inc.
8450 Cole Parkway
Shawnee, KS 66227, U S A
Ph: 1-800-753-FAST (3278)
Ph: 913-422-0707
Fax: 913-422-0808
Email: sales@biomicrobics.com
URL: www.biomicrobics.com

2. Norwenco – Singulair

Norwalk Wastewater Equipment Company, Inc
220 Republic Street
Norwalk, Ohio U.S.A. 44857-1156
Phone: (419) 668-4471
Fax: (419) 663-5440
URL: www.norweco.com/html/products/singulair.htm#

3. HOOT

HOOT Aerobic Systems, Inc.
2885 Highway 14 East
Lake Charles, Louisiana 70607
(337) 474-2804 phone
(337) 477-7904 fax
Email: questions@hootsystems.com
URL: www.hootsystems.com

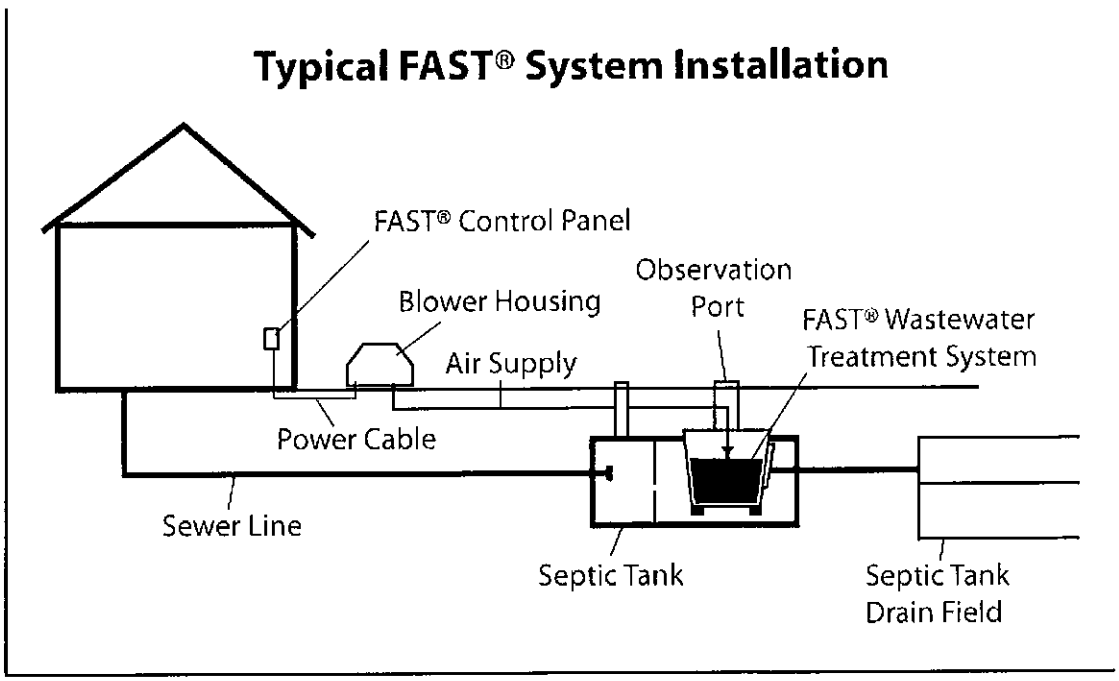
FAST® TREATMENT SYSTEM

FAST stands for Fixed Activated Sludge Treatment. In the FAST wastewater treatment system process, a colony of bacteria, called the biomass, breaks down biodegradable waste into carbon dioxide and water. The process occurs continuously as long as the biomass is supplied food (incoming waste) and oxygen (air) in a suitable environment. Solid material that the biomass cannot process settles into the septic tank for normal removal by pump-out.

The heart of the FAST wastewater treatment system is a honeycomb-type media suspended in the septic tank below ground. The media contains the biomass. Above ground, an electric blower blows air through an underground pipe into the media to aerate the wastewater. Aeration circulates the wastewater, thereby providing both food and oxygen to the biomass. An outlet pipe directs treated wastewater into the septic tank drain field.

There are no moving mechanical parts in the FAST wastewater treatment system other than the blower (however there may be other moving parts associated with other portions of your treatment system). With proper use and maintenance, and a healthy environment for the biomass, the FAST wastewater treatment system will perform safely and reliably.

The system is compatible with garbage disposals, dishwashers and other household appliances. The MicroFAST 0.5, 0.75, 0.9 and 1.5 systems have been tested and certified by NSF International to meet NSF Standard 40, Class 1.



CR 905 COMPLIANCE ALTERNATIVES

Costs in the Keys

According to Bill Brookman, at the State of Florida Health Department, a single 2010 compliant "Performance Based Advanced Treatment System" installation, for a single-family residence, can cost approximately $22,000.00. When purchased in bulk, at a more realistic price of $12-$15,000 per system, these systems seem a little more economical. Estimated cost for the 72 expected purchased systems would be $13,500 (a conservative low end number) times 72 or $972,000

This system cost is still much more than the cost of a typical Key Largo residential central sewer installation. Figuring $5,400 for the system charge and a conservative $3,000 for the lateral equals $8,400 for the central system hookup. $8,400 times at the 72 expected systems equals $604,800 collected revenue. $972,000 less $604,800 leaves $367,200 difference.

A neighborhood treatment system would be cost prohibitive due to the collection system expense. A close "cluster" of 2-4 homes is more economical. This eliminates the "collection" and acts more like a normal, gravity fed, standard septic system. The sparsely populated neighborhoods on CR 905 can have many lots distance between homes and are hard to "cluster".

The operation and maintenance for a single clustered system would be less expensive than several individual ones.

Obviously, an individual residence installation is an expensive proposition. Sharing the cost of a system between 2-4 homes becomes a desirable option. A small "cluster" is the ideal way to economize while achieving compliance.

Weiler engineering is currently studying the 905 area to determine which residences may utilize a clustered wastewater treatment system. Staff has been informed that this study will be completed within a month. Following analysis of this report, we should be able to determine the number of advanced wastewater treatment systems to be installed as well as determining logistics for placement.

Operation and maintenance of these systems is still a factor to be determined. A charge of $45 per month is the baseline average for monthly operation and maintenance. True operation and maintenance figures will have to be determined following the determination of number of systems to be installed and configuration of those systems.

Our current engineer estimate for operation and maintenance is as follows:

Typical wastewater bill is $33.60/mo base charge
+ $23.00 usage (145*30/1000*$5.27) = $56.60 x 12 **= $679.20/year to be collected from resident**

Estimated O&M for advanced wastewater treatment FAST system:

Testing	$262.50/year per unit
Permit	$ 50.00/year per unit
Media Replacement-Materials	$400.00/year per unit (every 5 years, price is for materials only)
Media Replacement-Install	$100.00/year per unit (Assume $500 every 5 years)
Other Maint. (pumps, etc.)	$200.00/year per unit (Assume $1000 every 5 years)
Emergency Calls	$ 20.00/year per unit (Assume $100 every 5 years)
Admin	$ 25.00/year per unit ($2.00 per statement, 12 statements/yr, plus rounding)
Total	**$1,057.50/year per unit (say $1080)**

So the approximate loss per year for each system would be $1080 less $680 gives us $400 multiplied times the 82 estimated number of systems (this includes the 10 existing systems) gives us a projected **total annual loss for the 905 area of $32,800/yr**.

CROSS KEY/MANATEE BAY
COMPLIANCE ALTERNATIVES

Cluster Candidate?
Cross Key/Manatee Bay is more densely populated than the subdivisions on County Road 905. The alternatives here are clearer. An existing 45,000 GPD treatment plant at the Manatee Bay "dockominium" is not currently 2010 compliant and is grossly underutilized. This existing plant on a standalone piece of property provides the opportunity to sewer the entire island while saving on system development costs.

Conversion of this existing treatment plant to 2010 compliance will greatly reduce the cost required for system construction as well as DEP permitting time.

Organization of the citizens of Cross Key/Manatee Bay is not an easy task, as reported by one of the residents, Howard Gelbman, who attempted this in forming a homeowners association a decade ago. The best way of accomplishing compliance by the citizenry would be to create a viable plan, report to the citizens regarding their required participation and then implement the plan. Citizen input would be such that it would not change the plan, but would simply be a way to get the information to them en mass.

The existing Cross Key RV park 2010 compliance system is a relatively young FAST system. However, the collection system is in poor shape. If a complete treatment and collection system is engineered for the entire Island, this system will most likely be abandoned.

The other small 5k GPD DEP system can also be abandoned very easily.

This leaves only the existing permitted and unpermitted septic systems and boat pump outs to be upgraded.

We are awaiting the engineering study by Weiler. The viability of converting the existing large DEP treatment plant and the construction of a collection system can only be determined after this engineering study is received.

Other alternatives can be considered. Individual advanced treatment systems for each residence and business would be recommended. Two cluster systems could be utilized at the small marina, and its associated trailer park. Repair of the RV park collection system would be sufficient, as their existing treatment system is already 2010 compliant. The existing large treatment plant would be abandoned and dismantled and replaced with 2 individual FAST systems to serve the "dockominium" development.

Initial Resident Compliance Notification by Department of Health

On the following page, you will find a draft of the letter proposed to be sent to residents by the Department of Health. This letter refers to decisions and documents yet to be created by the District. Once the decisions have been made and implementation documents created, this letter should be ready to send. Alternatively, for an immediate send, this letter could be reworded to indicate that documents are yet to be sent.

Charlie Crist
Governor

FLORIDA DEPARTMENT OF HEALTH

Ana M. Viamonte Ros, M.D., M.P.H.
State Surgeon General

DRAFT LETTER TO NON-COMPLIANT RESIDENTS OF CR 905. (Approx 75 properties)

Dear _____ ,

As you are probably aware, Florida law requires that all properties in the Florida Keys meet very stringent wastewater treatment standards by July 1, 2010. Your property, at present, does not meet the standard. We are writing this letter to provide accurate information to you so that you may make informed decisions regarding how you will comply with the law.

The Key Largo Wastewater Treatment District has determined that you live in an area which is too remote to provide an economical central sewer hook-up. There are, however, a number of alternatives that will satisfy the requirements of the law.

Option 1 – Install your own system

You may choose to have the Key Largo Wastewater Treatment District (KLWTD) assist you. They are developing a program that will provide necessary engineering, favorable bulk-pricing of equipment and financing options. The details of this program will be explained later in this letter.

Option 2 – Key Largo Wastewater Treatment District assistance

You may choose to address the compliance of your property on your own. If you elect this option, you must work closely with the Monroe County Health Department. We can provide information on the permitting process, licensed installers and qualified engineers. You will be responsible for engineering costs, equipment and installation costs and maintenance costs. There are no financing options nor are any grants available through the local health department.

KLWTD "COLD SPOT" ASSISTANCE PROGRAM

The KLWTD is committed to providing equitable assistance to all citizens within their jurisdiction. To that end, much effort has been expended to balance the costs of central sewer service with the costs of remote onsite wastewater service. If you choose to avail yourself of the assistance provided by the KLWTD, follow these steps:

STEP 1: Review the agreement provided in this mailing. It describes the services the KLWTD will provide to you and your financial obligations to the KLWTD. Sign the agreement and return to the KLWTD district office.

STEP 2: You will be contacted by the district's engineering representative. You may need to provide some documents to the engineer. These documents, such as property surveys, water usage or elevation certificates, provide specific information regarding site conditions on your property. This information is necessary to design an appropriate 2010 compliant wastewater system for you.

STEP 3: Once the onsite wastewater system is designed for your property, you must approve the location of the installation. At this time, your 2010 compliant onsite wastewater treatment system will be scheduled for installation.

STEP 4: When installation is complete, prior to final approval, a "Wastewater Affidavit" must be filed with the clerk of the court, indicating that your property is served by a "performance-based treatment system".

STEP 5: 2010 compliant wastewater systems (performance-based treatment systems) require a continual maintenance agreement. You must agree for the KLWTD to maintain your wastewater system in

perpetuity. You will receive a monthly service fee on your water bill from the Florida Keys Aqueduct Authority. The rate will be the same as all other residents in the district pay for central sewer service.

It is to your advantage to act decisively now. Costs continue to rise. The time period to process your application may take many weeks. The scheduling of the installation, completion of the construction and final approvals also take time.

After July 1, 2010, properties in the Florida Keys that have not complied with the law may be subject to enforcement action. We urge you to act now to insure your compliance with this requirement. The law protects our near-shore waters which support the beauty of our environment as well as the local economy.

If you have any questions concerning this correspondence, please give me a call. I look forward to working with you in this process.

Sincerely,

Bill Brookman
Environmental Health Supervisor
Monroe County Health Department
(305) 853-1901
William_brookman@doh.state.fl.us

You may wish to contact the Key Largo Wastewater Treatment District with questions regarding the installation agreement.

Paul Turick
Project Manager
Key Largo Wastewater Treatment District
(305) 453-5804
KLWTDPM@bellsouth.net

CC: Property File
Enclosure: Installation Agreement with the Key Largo Wastewater Treatment District

TAB 14

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 19, 2008 Agenda Item No. 14

[ ] PUBLIC HEARING [ ] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Bobcat Purchase

RECOMMENDED MOTION/ACTION:

Approved by General Manager Charles Fishburn C.W.

Date: Aug. 14, 2008

Originating Department: General Manager	Costs: Approximately $25,000 Funding Source: Acct.	**Attachments:** Back up
Department Review: [ ] District Counsel _____ [ ] General Manager ____ [ ] Finance _____	[ ] Engineering_____ [ ] Clerk_____	**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: The handling of the direct purchased equipment for the various construction projects has increased to the level that the purchase of a bobcat for material handling is required.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised6

FLORIDA SHERIFFS ASSOCIATION, FLORIDA ASSOCIATION OF COUNTIES & FLORIDA FIRE CHIEFS' ASSOCIATION

SKID STEER LOADER - 1850 LB. OPERATING CAPACITY SPECIFICATION #53

2008 Bobcat S185

The Bobcat S185 purchased through this contract comes with all the standard equipment as specified by the manufacturer for this model and FSA's base vehicle specification(s) requirements which are included and made a part of this contract's vehicle base price as awarded by specification by zone.

ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$19,205.00	$19,205.00	$19,205.00	$19,205.00

While the Florida Sheriffs Association, Florida Association of Counties and Florida Fire Chiefs' Association have attempted to identify and include those equipment items most often requested by participating agencies for full size vehicles, we realize equipment needs and preferences are going to vary from agency to agency. In an effort to incorporate flexibility into our program, we have created specific add/delete options which allow the purchaser to tailor the vehicle to their particular wants or needs.

The following equipment delete and add options and their related cost are provided here to assist you in approximating the total cost of the type vehicle(s) you wish to order through this program. Simply deduct the cost of any of the following equipment items you wish deleted from the base unit cost and/or add the cost of any equipment items you wish added to the base unit cost to determine the approximate cost of the type vehicle(s) you wish to order.

NOTE: An official listing of all add/delete options and their prices should be obtained from the appropriate dealer in your zone when preparing your order. Additional add/delete options other than those listed here may be available through the dealers, however, those listed here must be honored by the dealers in your zone at the stated prices.

Please refer to the "Overview of Awarded Specifications" for vehicles which were low bid. All vehicles indicated with the ★ are low bid for Bid 07-15-0827 - those indicated with ⊛ are low bid for Bid 06-14-0821 and 06-14-0821A.

VEHICLE:	S185	S185	S185	S185
DEALER:	Bobcat Company	Bobcat Company	Bobcat Company	Bobcat Company
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$19,205.00	$19,205.00	$19,205.00	$19,205.00

Order Code	Delete Options	All Zones
7106447 [1]	Downgrade - specify *Bobcat 463 Skidsteer Loader* [1]	($7,504.00)[1]
M0001 [1]	Downgrade - specify *Bobcat S130 Skidsteer Loader* [1]	($2,587.00)[1]

Order Code	Add Options	All Zones
M0015 [1]	Skid Steer Loader: 2,500 lb. Operating Capacity with 75 HP Engine *Upgarde to a S250 Bobcat Skidsteer Loader* [1]	$4,693.00[1]
A31 [1]	Enclosed cab with heat and AC *Enclosed Cab with Heat and Air Conditioning* [1]	$2,315.00[1]
R03-C03 & C01 [1]	High flow hydraulics *High Flow Hydraulics for the S185* [1]	$1,099.00[1]
R05-C03 [1]	Suspension seat *Suspension Seat* [1]	$291.00[1]
R11-C02 [1]	Self-leveling bucket positioning *Hydraulic Bucket Positioning* [1]	$294.00[1]
6731418/Edge [1]	Multi-purpose bucket with cutting edge *68" Low Profile Bucket with Bolt on Cutting Edge* [1]	$830.00[1]
R01-C04 [1]	Joystick controls *Selectable Joystick Control System for S185* [1]	$1,386.00[1]
	Sound suppression/headliner *Included in certain Cab Options* [1]	Incl.[1]
6809442/6812980 [1]	Multi-purpose attachments - specify *Model 15C Auger Drive and Mounting Frame* [1]	$1,246.00[1]
6706599 [1]	Multi-purpose attachments - specify *66" Industrial Bucket Grapple and Port Relief* [1]	$2,436.00[1]
6905806 [1]	Multi-purpose attachments - specify *84" Angle Broom (machine must have a Attachment Control Option)* [1]	$4,071.00[1]
M0023 [1]	Optional equipment - specify *Upgarde from 1850# Skidsteer to 1850# Compact Track Loader* [1]	$9,131.00[1]
M0025 [1]	Optional equipment - specify *Upgarde from 1850# Skidsteer to 2500# Compact Track Loader* [1]	$16,457.00[1]
A91 [1]	Optional equipment - specify *Option Includes Cab H&Air, High Flow, Two Speed, Sound op, Bkt Positioning, Power Bobtach, Counter Wgts, Suspension Seat* [1]	$5,926.00[1]
A71 [1]	Optional equipment - specify *Option Includes Cab H&Air, Sound op, Power Bobtach, Suspension Seat, Attachment Control Kit* [1]	$3,359.00[1]
A51 [1]	Optional equipment - specify *Option Includes Cab H&Air, Power Bobbtach, Suspension Seat* [1]	$2,645.00[1]

VEHICLE:	S185	S185	S185	S185
DEALER:	Bobcat Company	Bobcat Company	Bobcat Company	Bobcat Company
ZONE:	Western	Northern	Central	Southern
BASE PRICE:	$19,205.00	$19,205.00	$19,205.00	$19,205.00

R01-C03 [1]	**Optional equipment - specify** ***Advanced Control System*** [1]	**$952.00** [1]
A01-C01 [1]	Optional equipment - specify *Attachment Control Kit* [1]	$112.00 [1]
R16-C03 [1]	**Optional equipment - specify** ***Strobe Light*** [1]	**$273.00** [1]
R09-C02 [1]	Optional equipment - specify *10-16.5 10 Ply Heavy Duty Tires* [1]	$165.00 [1]
R09-C05 [1]	**Optional equipment - specify** ***10-16.5 10 Ply Sever Duty Tires Poly Filled*** [1]	**$1,029.00** [1]
9974405185 [1]	Warranty - Specify *36 Month Protection Plus (2000 Hour max) for S185* [1]	$1,521.00 [1]
9974405250 [1]	**Warranty - Specify** ***36 Month Protection Plus (2000 Hour max) for S250*** [1]	**$2,496.00** [1]
30% [1]	Discount percentage off manufacturer's current published retail prices for non-specified options and any optional models bid. (The discount is applied to the manufacturer's current published retail prices.) *30% Discount off of SLP on any Bobcat Compact Skidsteer or Compact Track Loader and Attachments* [1]	[1]

Bobcat

Product Quotation

Quotation Number: TZ-03555
Date: 2008-08-11 12:50:34

Ship to	Bobcat Dealer	
KEY LARGO WATER WASTE MGMT DIST Attn: Mark Wells 98880 OVERSEAS HWY KEY LARGO, FL 33070	Bobcat of Metro Dade Attn: Chris McKee 11913 NW 99TH AVENUE HIALEAH GARDENS FL 33018-2937 Phone: (305) 362-6632 Fax: (305) 362-[redacted]9928	Bobcat Company 250 East Beaton Drive PO Box 6000 West Fargo, ND 58078 Contact: Terri Zastrow Phone: 701-241-8755 Fax: 701-280-7860

Description	Part No	Qty	Price Ea.	Total
S185 Bobcat Skid-Steer Loader 56 HP Turbo Interim Tier IV diesel engine Auxiliary Hydraulics: • Variable Flow/Maximum Flow Bob-Tach Bobcat Interlock Control System (BICS) Engine/Hydraulic Systems Shutdown Instrumentation: Engine Temp, Fuel, Hourmeter Gauges and Warning Lights Lift Arm Support	M0009	1	$19,002.00	$19,002.00
Lights, Front & Rear Operator Cab includes: Adjustable Cushion Seat, Dome Light, Electrical Power Port, Interior Cab Foam, Top & Rear Windows, Parking Brake, Seat Bar, Seat Belt Roll Over Protective Structure (ROPS) • SAE-J1040 & ISO 3471 Falling Object Protective Structure (FOPS) • SAE-J1043 & ISO 3449, Level I Tires: 10-16.5, 8 PR, Standard Duty Spark Arrestor Muffler Warranty: 12 Months, Unlimited Hours				
O51 Option Package Deluxe Instrument Panel Suspension Seat	M0009-P01-O51	1	$732.00	$732.00
Cab Accessory Harness				
Backup Alarm and Horn	M0009-P02-C01	1	$203.00	$203.00
High Flow Hydraulics	M0009-R03-C03	1	$987.00	$987.00
10-16.5, 10 PR, Severe Duty - Poly Fill Tires	M0009-R09-C05	1	$1,029.00	$1,029.00
Attachment Control Kit - 7 Pin	M0009-A01-C01	1	$112.00	$112.00
Counterweights	M0009-A01-C03	1	$305.00	$305.00
68" Low Profile Bucket	6731418	1	$600.00	$600.00
Pallet Fork Frame	6712927	1	$270.00	$270.00
--- 48" Pallet Fork Teeth	6540182	1	$252.00	$252.00
Total of Items Quoted				**$23,492.00**
Quote Total - US dollars				**$23,492.00**

*Prices based off the Florida's Sheriff Contract Bid Award #07-15-0827. Expires: 9/30/2008
*Terms Net 30 Days. Credit Cards accepted.
*FOB: Destination
*Delivery 60 to 75 Days from ARO.
*State Sales Taxes apply.
*Orders must be placed with: Bobcat Co., PO Box 6000, West Fargo ND 58078
Prices & Specifications are subject to change. Please call before placing an order. Applies to factory ordered units only.

Customer Acceptance: Purchase Order: _____

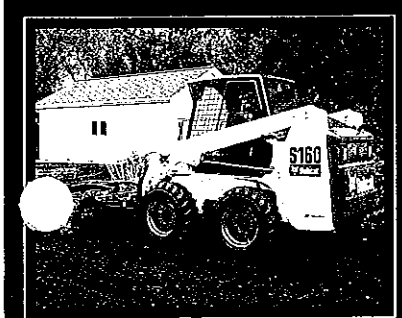
Authorized Signature:

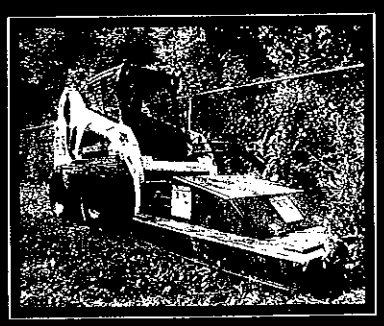
Print: _____ Sign: _____ Date: _____

Bobcat®

The New K-Series
Medium Frame Skid-Steer Loaders

S130 | S150 | S160 | S175 | S185 | S205





One Tough Animal™

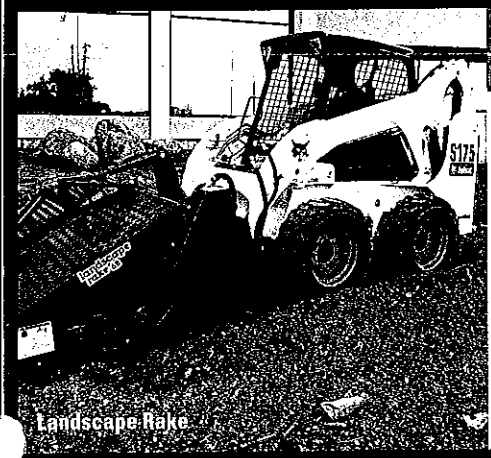
Medium Frame Skid-Steer Loaders

Pallet Fork

S160
Radius Path

The S160 loader is a step up from an S150 with increased horsepower for tough excavating and digging applications, with a radius lift path for excellent reach at truck bed height.

1,600 lb.	56 hp	6,115 lb.	68 in.	16.9 / 26.4 gpm
Rated Operating Capacity	Turbo Diesel Engine	Operating Weight	Width	Hydraulic Flow



Landscape Rake

S175
Vertical Path

The S175 is the beginning of the vertical lift path line up. This entry level machine is very maneuverable in tight areas, has ample auxiliary hydraulic flow to run the majority of attachments, and has excellent reach at the top of its lift cycle for loading trucks or pallet fork applications.

1,750 lb.	46 hp	6,220 lb.	68 in.	16.9/26.4 gpm
Rated Operating Capacity	Diesel Engine	Operating Weight	Width	Hydraulic Flow

Stump Grinder

S185
Vertical Path

This versatile loader gives the operator the best of both worlds. All the advantages of a vertical lift path loader, plus great visibility with the low-profile lift arm design. This rugged, state-of-the-art loader will save you time, effort and money on every job.

1,850 lb.	56 hp	6,220 lb.	68 in.	16.9 / 26.4 gpm
Rated Operating Capacity	Turbo Diesel Engine	Operating Weight	Width	Hydraulic Flow

Planer

S205
Vertical Path

Here's more horsepower for lifting, digging, and any other job you have to do. Along with power, the vertical path S205 delivers excellent reach, better flotation with larger tires, and greater all-around performance.

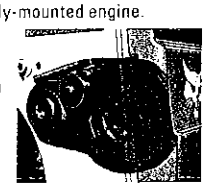
2,050 lb.	61 hp	6,655 lb.	68 in.	16.3 / 25.5 gpm
Rated Operating Capacity	Turbo Diesel Engine	Operating Weight	Width	Hydraulic Flow

More value for your money than any other brand in the world!

Belt Drive Advantage

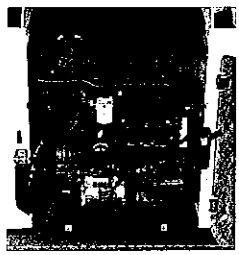
Bobcat loader hydraulics are powered by our exclusive belt drive system that allows the pump to turn faster than the engine. In addition:

- One-side serviceability of all routine maintenance points due to a transversely-mounted engine.
- A quieter engine with a longer service life.
- Minimal maintenance with spring loaded idlers that maintain belt tension.
- 3-Year Belt Warranty



Serviceability

Bobcat serviceability is unsurpassed. Simply open the swing-out tailgate for full access to the engine's checks and fills, filters and battery. And unlike other brands, the lift arms need not be raised to service the machine. Shop time is spent repairing, not gaining access.



Choice of Attachments

With all Bobcat loaders, you can count on a choice of 70 quick-mounting Bobcat attachments to handle any job. The operator can easily replace a bucket with a backhoe, pallet fork, landscape rake, sweeper, tiller, grapple and many more.

Auger

Snow Blower

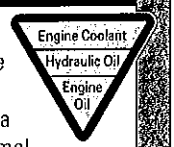
Soil Conditioner

Drop Hammer

K-Series SmartFAN Cooling

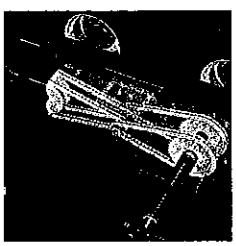
With the new variable-speed K-Series cooling fan, Bobcat loaders use less power – and it's up to 30% quieter than ordinary cooling fans. The exclusive Bobcat dual path cooling system brings clean, cool air from above, through the engine and hydraulic coolers, mixes it with engine compartment air, then exhausts it out two side vents.

Engine and Hydraulic Systems Monitor with Shutdown



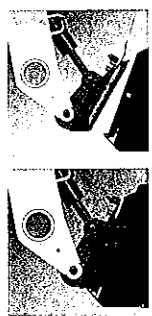
This system monitors vital machine functions, such as engine coolant temperature, oil pressure and hydraulic oil temperature. If a monitored function is out of normal operating range, the system provides an audible alert, a warning message and, depending on the severity of the function, will shut down the machine to avoid catastrophic failure.

K-Series Chaincase



The best chaincase in the industry! Virtually maintenance-free, chains never need adjustment – and the protected axle seals never need greasing!

Exclusive Bob-Tach™ System



For fast, secure attachment changes. Bob-Tach frame moves into attachment flange handle pushes down easily, pressing wedge through frame and attachment hole for solid connection.

Power Bob-Tach™ Mounting System available!

Control Options for Bobcat® Loaders

Bobcat Standard Controls

The Original...

Dual steering levers control the drive functions, while dual foot pedals control the loader lift and tilt. We invented this control style over 50 years ago, and it's still one of the most popular styles today.

Advanced Control System (ACS)

Two control styles in one machine...

With these control options, the operator can choose between Bobcat controls and H-pattern hand controls — at the flip of a switch.

Selectable Joystick Controls (SJC)

It's all in the hands...

These low-effort joysticks allow the operator to control all machine functions with your hands. This state-of-the-art system is also loaded with exclusive features:

Speed Management
Horsepower Management
Foot Throttle
Fingertip Switches
Selectable Control Pattern – Can select ISO or H-Pattern hand controls at the flip of a switch .