CALL TO ORDER - PLEASE MUTE CELL PHONES

PLEDGE OF ALLEGIANCE

ROLL CALL

APPROVAL OF AGENDA WITH ANY ADDITIONS, DELETIONS, OR CONTINUANCES

PUBLIC COMMENT
ADJOURNMENT FOR AUDIT COMMITTEE MEETING

4:30 RECONVENE KLWTD BOARD MEETING

4:30

F. GENERAL MANAGER'S REPORT
   1. Arcadis Change Order Action
   2. Work Authorization for Construction Administrative Services Action
   3. Work Authorization Lake Surprise Condo & Ocean Cay
   4. Work Authorization for Seven Acres
   5. ACOE Stimulus Funding Status
   6. Joint Project Agreement with FDOT

5:15

G. COMMISSIONER'S ITEMS
   7. Islamorada Letter

5:30

H. BULK ITEMS
   8. Minutes of August 4, 2009
   9. Pending Payments
   10. Assessment Appeal Nelson.

5:35

I. ENGINEER'S REPORT
   11. Status Report

5:50

J. FINANCIAL REPORT
   12. Preliminary Capital Budget/4 Year Plan
   13. Professional Auditing Services Action

6:30

K. LEGAL COUNSEL REPORT

6:45

L. COMMISSIONERS ROUNDTABLE

7:00

M. ADJOURNMENT
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 18, 2009  Agenda Item No. /

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

[ ] Other:

SUBJECT: Arcadis Change Order

RECOMMENDED MOTION/ACTION: Discussion, possible action.

Approved by General Manager
Date: 8-14-09

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<td>[X] District Counsel  T</td>
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<td>[X] General Manager C</td>
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<tr>
<td>[ ] Finance</td>
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</table>

| Engineering EC |                     |
| Clerk  |                     |

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

Summary Explanation/Background: With the transition of construction administrative services to Weiler Engineering, the attached agreement concludes Arcadis WWTP Engineering work associated with the WWTP Project.

Resulting Board Action:
☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised6
AGREEMENT

This AGREEMENT, which is effective the 11th day of August, 2009, is entered into by Key Largo Wastewater Treatment District (the “District”) and ARCADIS U.S., Inc. f/k/a ARCADIS Geraghty & Miller, Inc. (“ARCADIS”) (collectively, the “Parties”).

WHEREAS, the District and ARCADIS entered into a “Contract for Consulting/Professional Services” on or about February 4, 2004, (which, along with its Schedules, Amendments, and related Work Authorizations shall be referred to herein as the “Contract”), through which ARCADIS agreed to provide professional engineering and consulting services to the District for a project known as the Key Largo Wastewater Treatment Plant in Key Largo, Florida (the “Project’’); and

WHEREAS, the District issued four Work Authorizations to ARCADIS under the Contract; and

WHEREAS, the February 4, 2004 Contract is the only agreement between the District and ARCADIS, and the references in the Work Authorizations to a December 9, 2003 and/or a December 16, 2003 agreement are incorrect, and these Work Authorizations should refer back to the February 4, 2004 Contract; and

WHEREAS, pursuant to the Contract, ARCADIS performed services at the direction of the District and under the terms and conditions of the Contract, as Engineer of Record for the Project; and

WHEREAS, during the construction phase ARCADIS continued to address design-related issues at its own cost and expense; and

WHEREAS, the Project is ongoing and the design is complete and constructible with only nominal construction-phase adjustments needed for the Project; and

WHEREAS, on July 14, 2009, the District decided it was in the District’s best interest to discontinue the services of ARCADIS with respect to construction management; and

WHEREAS, ARCADIS performed services under Work Authorization No. 4 to the Contract and claims it is due payment for fees associated with WWTP Engineering Services it provided to the District; and

WHEREAS, the Parties desire to resolve all disputes and issues between them associated in any way with the WWTP Engineering Work on the Project;

NOW THERFORE, the District and ARCADIS, in consideration of the mutual promises and releases set forth herein, agree and covenant as follows:

1. The District has determined it to be in the best interest of the District and the public health, safety, and welfare to enter into this Agreement relating to completion of the WWTP Engineering Work associated with the Project.

2. The District has directed ARCADIS to cease performing all WWTP Engineering Work and all terms of the Contract pertaining to this WWTP Engineering Work are terminated.
3. No later than September 1, 2009, the District shall pay ARCADIS the sum of $84,195.00, which sum represents full and final payment for all services rendered by ARCADIS under the Contract related to the WWTP Engineering Work.

4. ARCADIS, on its own behalf and on behalf of its successors, parents, subsidiaries, employees, and agents, hereby releases and discharges the District from any and all further claims for additional compensation, arising from or related in any way to the WWTP Engineering Work, and shall issue any necessary lien releases related to amounts owed for this WWTP Engineering Work as requested by the District.

5. This Agreement can be executed in several counterparts, each of which shall be an original and all of which shall constitute one and the same instrument.

6. This Agreement sets forth the entire agreement and understanding between the Parties as to the subject matter hereof and merges and supersedes all prior discussions, agreements, and understandings of any kind and every nature between them.

7. The undersigned have read this Agreement, understand all its terms, and have authority to sign this Agreement on behalf of the Parties, and have executed this Agreement voluntarily.

ARCADIS U.S., INC.

By:________________________
Name:_____________________
Title:_____________________
Date:_____________________

KEY LARGO WASTEWATER TREATMENT DISTRICT

By:________________________
Name:_____________________
Title:_____________________
Date:_____________________
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 18, 2009
Agenda Item No. 7

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

[ ] Other:

SUBJECT: Construction Administrative Services

RECOMMENDED MOTION/ACTION: Approval of Amendment No. 4 increasing the annual maximum fees in Work Authorization 06-02 by the not-to-exceed amount of $200,000.

Approved by General Manager

Date: 8-14-09

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

Summary Explanation/Background: KLVTD has moved to consolidate all construction administrative services for the wastewater plant construction with Weiler Engineering. This will require a $200,000 increase in Weiler's current $450,000 consulting agreement to $650,000.

Resulting Board Action:
☐ Approved       ☐ Tabled       ☐ Disapproved   ☐ Recommendation Revised
AMENDMENT No. 4

to

WORK AUTHORIZATION NUMBER 06-02

Under

Key Largo Wastewater Treatment District Consulting Agreement

With

Weiler Engineering Corporation

THIS AMENDMENT No. 4 to WORK AUTHORIZATION NUMBER 06-02 is issued under and pursuant to that certain consulting agreement by and between the Key Largo Wastewater Treatment District ("District") and Weiler Engineering Corporation ("Weiler Engineering"), dated December 9, 2003.

WHEREAS, the District and Weiler Engineering entered into a master consulting agreement dated December 9, 2003 ("Consulting Agreement"), and Work Authorization No. 06-02 in August 2006.

Whereas, the District has requested that Weiler Engineering provide services that require expertise of professionals whose rates were not included in previous fee schedules.

WHEREAS, the District and Weiler Engineering have negotiated this Amendment No. 4 to Work Authorization No. 06-02 to the Consulting Agreement at compensation that Weiler Engineering represents, and the District believes, to be fair, competitive, and reasonable after analysis of the cost of the professional services required as well as their scope and complexity;

WHEREAS, the District has requested that Weiler Engineering provide professional services that were previously assigned to another Engineer, thereby increasing the scope of work that the District is requesting Weiler Engineering to provide;

NOW THEREFORE, in consideration of the premises and in further consideration of the premises below, the District does hereby approve Amendment No. 4 as described herein and directs Weiler Engineering to continue with the work as outlined in Work Authorization No. 06-02 subject to the following terms and conditions:

1. The work shall be conducted under and in accordance with the consulting agreement dated December 9, 2003, as the same has been amended, except as expressly provided herein.

2. The not-to-exceed amount for Work Authorization 06-02 is increased from $450,000 annually to $650,000 annually for the remainder of the District’s Fiscal Year 2009. Thereafter, the not-to-exceed amount will be reduced to $500,000 annually.

3. The basis of compensation for the work shall be the unit rates provided in Amendment No. 2 to Work Authorization 06-02 subject to the revised not-to-exceed amounts of $650,000 annually for Fiscal Year 2009 and $500,000 annually thereafter.

4. Weiler Engineering certifies that wage rates and other factual unit costs supporting the revised rates and added professional positions in Exhibit A of Amendment No. 2 to Work Authorization 06-02 are accurate, complete, and current as of the date of this amendment.
The original contract price and any additions thereto will be adjusted to exclude any
significant sums by which the District determines the contract price was increased due to
inaccurate, incomplete, or noncurrent wage rates and other factual unit costs. All such
contract adjustments must be made within 1 year following the completion of the work
carried out under Work Authorization 06-02.

IN WITNESS WHEREOF, the parties have executed this amendment to Work Authorization No.
06-02 on the dates opposite their names.

Weiler Engineering Corporation

By: ___________________________ Date: ________________

Name: Edward R. Castle, PE
Its: Vice President

Key Largo Wastewater Treatment District

By: ___________________________ Date: ________________

Name: Susan Hammaker
Its: Chairman

By: ___________________________

Name: Charles Brooks
Its: Secretary

Attest

By: ___________________________

Name: Carol Walker
Its: District Clerk
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Aug. 18, 2009  Agenda Item No. 3

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

[ ] Other:

SUBJECT: WO Lake Surprise Condo & Ocean Cay

RECOMMENDED MOTION/ACTION:

Approved by General Manager _______________________

Date: ____________________

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Summary Explanation/Background: CPH has proposed the attached Work Authorizations To prove the engineering for Lake Surprise Condo in Basin A and Ocean Cay Connected to the South Force Main.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
Work Authorization No. 10

Professional Services Agreement
Between the
Key Largo Wastewater Treatment District Utility District, a legal entity and public body
created by Chapter 02-337, Laws of Florida, 2003
And
CPH Engineers, Inc.
For
Lake Surprise II

A. Summary of Services to be Rendered

This work authorization is presented with the assumption that the project
would be combined with Work Authorization No. 9. If this work authorization
is designed and bid separately from Work Authorization 9, then adjustments
may be required in scope and cost.

Survey Services:

Survey Services will be provided by a subconsultant as described in the
survey proposal form attached as part of this document.

Survey services will be provided for the private area known as Lake Surprise
Condominiums II. KLWTD will obtain permission for the surveyor and the
engineer to perform the services described herein. KLWTD will also be
responsible for the legal documents required for any easements or access for
the construction and maintenance of the proposed system. The surveyor will
provide a sketch and legal description of the proposed easement for KLWTD.
It will be the responsibility of KLWTD to obtain the easement.

Design Services:

Design, permitting and bidding services will be provided for the Lake Surprise
Condominiums II area by CPH Engineers. A vacuum sewer connection has
been previously designed at the end of Lake Surprise Drive to accept flows
from this area via a single buffer tank. It is assumed that a gravity sewer
system exists for Lake Surprise Condominiums II area and that this system
will be mapped out on the drawings and will be used along with a small
grinder type pump and wet well system to transport sewage to the buffer
tank. There are approximately 32 units in this area and the total anticipated
flows are low. This necessitates a specific solution of a grinder pump as no
other pump can meet the flow and pressure conditions required for small
flows. This will also be a very low head/pressure condition as the forcemain
would have a very short route and minimal grade change to the buffer tank
location. It is also assumed that the manhole/wet well is located in the
The approximate center of the project and that a small diameter forcemain will be designed from this location to the previous designed buffer tank location. An alternate will be evaluated whereby the vacuum sewer system will be extended to the manhole/wet well and that this would be the location of the buffer tank. Since KLWTD facilities may be on private property, it is assumed that an easement for the facilities, construction and access/maintenance will be required.

Services shall be as described in more detail in Attachment A.

B. Project Cost

Lump sum fee of $21,353.60. A project scope with task descriptions, manpower estimate and fee estimate is attached as Attachment A for the work to be performed.

C. Schedule:

CPH Engineers will complete the survey and design work by November 1, 2009 and submit for an FDEP permit no later than that date.

__________________________  ____________________________
CPH Engineers,                      KLWTD Chairman
Terry M. Zautk, P.E., DEE          CPH Engineers,
Chief Operating Officer

Certification that Sufficient Funds are Available:

__________________________  ____________________________
Financial Officer               General Manager
ATTACHMENT A

Scope of Work
<table>
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<tr>
<th>Task 1</th>
<th>Task Description</th>
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<th>Project Engineer</th>
<th>EIT</th>
<th>CADD Tech</th>
<th>Secretary</th>
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<td>General Notes Sheet</td>
<td>Combine with Ocean Cay</td>
<td>Combine with Ocean Cay</td>
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<td>Provide quality assurance and &quot;Constructability&quot; review. Add new routes.</td>
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<td>f</td>
<td>Prepare draft of technical specifications including Table of Contents, General Requirements, Bid Schedule and Measure of payment in CSI format</td>
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<td>Meeting by phone after staff review</td>
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<td>Combine with Ocean Cay</td>
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<td>General Notes Sheet</td>
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<td>Prepare preliminary opinion of probable construction cost 90%</td>
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<td>Provide 3 half size copies to staff for review (90%)</td>
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**SUBTOTAL DIRECT LABOR**

**TOTAL LABOR COST**

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<td>Secretary</td>
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**Subtotal Labor**

$11,340.00
### Key Largo

**Lake Surprise Condominiums II Design and Permitting**

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<th>Subconsultant</th>
<th>Misc</th>
<th>Expenses</th>
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<td>1</td>
<td><strong>Survey</strong>&lt;br&gt;Conventional survey investigation force main route field work for Lake Surprise Condominiums II (2100 LF), performed to State of Florida standards, Chapter 51G17-6, including topographic survey, culture identification (poles, hydrants, driveways, etc.) and location of the flagged utilities including office work.</td>
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**BY SUBCONTRACT**

| SUBTOTAL DIRECT LABOR HOURS | 0 | 0 | 0 | 0 | 0 | 0 | $0.00 | 0 |

| TOTAL LABOR COST          | $0.00 |
| SURVEY SUBCONSULTANT      | $6,500.00 |
| Engineering Coordination  | $650.00 |
| Surface located of underground utilities | INCL. |
| Engineering Coordination  | INCL. |
| Misc. Expenses            | $0.00 |
| TOTAL TASK 2              | $7,150.00 |

Proposal attached for all subconsultant services.

No soft dig or physical dig-up verification of utilities has been provided per the request of staff; a.k.a. no vertical verification of any buried utilities. Soils work- none

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<td>1 Permittting</td>
<td>Prepare and submit FDEP wastewater collection/transmission system permit application.</td>
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**SUBTOTAL DIRECT LABOR**

| | 1 | 4 | 0 | 6 | 2 |

**TOTAL LABOR COST**

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**RATE**

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Page T-3
## Key Largo
### Lake Surprise Condominiums II Design and Permitting

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<td>Provide interpretation and clarification of Contract Documents</td>
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<td>3</td>
<td>Prepare and issue addenda as appropriate to interpret or clarify Contract Documents</td>
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**SUBTOTAL DIRECT LABOR**

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**NO ADDITIONAL CHARGE FOR THE NEW FORCEMAINS**

**TOTAL LABOR COST**

- Misc. Expenses: $47.80
- **TOTAL TASK 5**: $1,627.80

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**Total Labor Cost**

$1,580.00

Page T-4
### Key Largo

Lake Surprise Condominiums II Design and Permitting

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<th>TASK 2 Ext</th>
<th>TASK 3 Qty</th>
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**Key Largo**

Lake Surprise Condominiums II Design and Permitting

**TASK SUMMARY**

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<td>TASK 1: PREPARATION OF CONSTRUCTION DOCUMENTS</td>
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<td>TASK 2: SURVEY</td>
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<td>TASK 3: PERMITTING SERVICES</td>
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<td>TASK 4: BIDDING SERVICES</td>
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| TOTAL LUMP SUM PROJECT DESIGN COST | $21,353.60 |

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STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
SHORT FORM

CPH ENGINEERS, INC  
Terry Zaudthe, P.E.  
1117 EAST ROBINSON STREET  
ORLANDO, FL 32801

FLORIDA KEYS UTILITY PROJECT  
Project Name  
Project # 07561.05  Monroe County, FL.

Ph: # (407) 425-0452  
Fax: # (407) 648-1036  
Date: August 5, 2009

We propose to provide field surveying and office CAD drafting of the existing conditions beginning at the east end of Mangrove Lane heading west to the west end of Mangrove Lane, approximately 2,100 linear feet. We will locate all above ground improvements, storm structures and cross section the roadway and swale at 400 foot intervals, from the existing seawall along the north R/W line to the south R/W line. Topographic survey from the south R/W line southerly to the south existing seawall and the finished floor elevation of each of the 32 houses.

We will deliver to CPH a certified asbuilt survey in an AUTOCAD drawing file. This survey will be based on Florida State Plane Coordinates (NAD 83/1999 adjustment) and National Geodetic Vertical Datum of 1929, (NGVD '29).

SUBJECT: FLORIDA KEYS UTILITY DESIGN SURVEY  
For Mangrove Lane, Key Largo, Fla

1. TRAVEL TIME & FUEL (down and back from Fort Myers)
2. LOCATE IMPROVEMENTS AND CROSS SECTIONS (N. seawall to S. R/W line)
3. AUTO CAD DRAWING, CERTIFIED SURVEY (of the existing conditions)
4. OUT OF TOWN LODGING AND MEALS (estimated at 3 days, 2 nights)
5. EASEMENT SKETCH AND LEGAL DESCRIPTION (lift station easement)
6. FINISH FLOOR ELEVATIONS AND LIMITED TOPOGRAPHY ON EXISTING 32 RESIDENTIAL UNITS (set 3 site bench marks for future construction)

TOTAL FEE FOR THESE SURVEYING SERVICES: $6,500

Any additional surveying ordered by CPH ENGINEERS, INC. will be billed out at our regular hourly rates. You will be invoiced in full at the completion and delivery of the survey drawing. Your acceptance of this proposal and the attached general conditions may be indicated by signing below and returning one copy to our office. This proposal is void if not executed and returned to us within ninety days of its date.

Approved by CLIENT  

Signed_________________________________________  
Name_________________________________________  
Title_________________________________________  
Date_________________________________________

Accepted for  
TKW Consulting Engineers, Inc.

Signed_________________________________________  
Name_________________________________________  
Title_________________________________________  
Date_________________________________________

Please sign both originals and return to our office. We will then execute and return one original to your office. Thank you.
Work Authorization No. 9

Professional Services Agreement
Between the
Key Largo Wastewater Treatment District Utility District, a legal entity and public body
created by Chapter 02-337, Laws of Florida, 2003
And
CPH Engineers, Inc.
For
Ocean Cay

A. Summary of Services to be Rendered

Survey Services:

Survey Services will be provided by a subconsultant as described in the
survey proposal form attached as part of this document.

Survey services will be provided for the private area known as Ocean Cay.
KLWTD will obtain permission for the surveyor and the engineer to perform
the services described herein. KLWTD will also be responsible for the legal
documents required for any easements or access for the construction and
maintenance of the proposed system. The surveyor will provide a sketch and
legal description of the proposed easement for KLWTD. It will be the
responsibility of KLWTD to obtain the easement.

Design Services:

Design, permitting and bidding services will be provided for the Ocean Cay
area by CPH Engineers. A forcemain connection has been previously
designed at the end of Ocean Drive to accept flows from this area. It is
assumed that a gravity sewer system will be designed for Ocean Cay with a
small grinder type pump and wet well system to transport sewage to the
forcemain. There are approximately 25 units in this area and the total
anticipated flows are low. This necessitates a specific solution of a grinder
pump as not other pump can meet the flow and pressure conditions required
for small flows. It is also assumed that the wet well will be located in the
approximate center of the project to minimize the depth of the proposed
grid gravity sewer.

Services shall be as described in more detail in Attachment A.

Work Authorization 9 is continued on the next page.
B. Project Cost

Lump sum fee of $28,111.20. A project scope with task descriptions, manpower estimate and fee estimate is attached as Attachment A for the work to be performed.

C. Schedule:

CPH Engineers will complete the survey and design work by November 1, 2009 and submit for an FDEP permit no later than that date.

[Signature]
CPH Engineers, 8/4/09
Terry M. Zaudtke, P.E., DEE
Chief Operating Officer

[Signature]
KLWTD Chairman

Certification that Sufficient Funds are Available:

[Signature]
Financial Officer

[Signature]
General Manager
ATTACHMENT A

Scope of Work
## Key Largo
Ocean Cay Design and Permitting

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<thead>
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<th>Task</th>
<th>Task Description</th>
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<th>Project Engineer</th>
<th>EIT</th>
<th>CADD Tech</th>
<th>Secretary</th>
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<td>6</td>
<td>8</td>
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<td>f. Prepare draft of technical specifications sections including Table of Contents, General Requirements, Bid Schedule and Measure of payment in CSI format</td>
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<td>j. Prepare written list of comments/submit for verification</td>
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<td>b. General Notes Sheet</td>
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<td>3</td>
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<td>f. Prepare draft of technical specifications sections including Table of Contents, General Requirements, Bid Schedule and Measure of payment in CSI format</td>
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<td></td>
<td>j. Prepare written list of comments/submit for verification</td>
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**TOTAL DIRECT LABOR**

**TOTAL LABOR COST**

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Page T-1
### Key Largo
#### Ocean Cay Design and Permitting

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Conventional survey investigation for main route field work for Ocean Cay (2700 LF), performed to State of Florida standards, Chapter 61G17-6, including topographic survey, culture identification (poles, hydrants, driveways, etc.) and location of the flagged utilities including office work.

**BY SUBCONTRACT**

**SUBTOTAL DIRECT LABOR HOURS**

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**TOTAL LABOR COST**

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Proposal attached for all subconsultant services.
No soft dig or physical dig-up verification of utilities has been provided per the request of staff, a.k.a. no vertical verification of any buried utilities. Soils work: none

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<th>Role</th>
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#### Ocean Cay Design and Permitting

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**SUBTOTAL DIRECT LABOR**

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<th>Project Engineer</th>
<th>EIT</th>
<th>CADD Tech</th>
<th>Secretary</th>
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<tbody>
<tr>
<td></td>
<td>1</td>
<td>4</td>
<td>0</td>
<td>6</td>
<td>2</td>
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</table>

**TOTAL LABOR COST**

- Misc. Expenses: $143.60
- Total Task 4: $1,293.60

### Rate and Hours

- **Project Manager**: $150.00 • 1 • $150.00
- **Project Engineer**: $120.00 • 4 • $480.00
- **EIT**: $95.00 • 0 • $0.00
- **Senior Design Tech**: $70.00 • 6 • $420.00
- **Clerical**: $50.00 • 2 • $100.00

**Total Labor Cost**: $1,150.00

---

*Page T-3*
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<th>Task 4</th>
<th>Task Description</th>
<th>Project Manager</th>
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<th>CADD Tech</th>
<th>Secretary</th>
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<tbody>
<tr>
<td>1</td>
<td>Submit, signed and sealed, three full size sets and one .pdf electronic files of drawings for bidding.</td>
<td>1</td>
<td></td>
<td>4</td>
<td></td>
<td>1</td>
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<tr>
<td>2</td>
<td>Provide interpretation and clarification of Contract Documents</td>
<td></td>
<td></td>
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</tr>
<tr>
<td>3</td>
<td>Prepare and issue addenda as appropriate to interpret or clarify Contract Documents</td>
<td></td>
<td></td>
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<td></td>
<td>2</td>
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<tr>
<td>4</td>
<td>Attend by telephone a Pre-Bid Conference</td>
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<td>2</td>
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<tr>
<td>5</td>
<td>Submit signed and sealed six full size sets and seven half size sets of conformed drawings and one electronic version in AutoCad.</td>
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<td></td>
<td>4</td>
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**SUBTOTAL DIRECT LABOR**

NO ADDITIONAL CHARGE FOR THE NEW FORCEMAINS

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<td>Project Engineer</td>
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<td>Senior Design Tech</td>
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<td><strong>Total Labor Cost</strong></td>
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TOTAL LABOR COST $1,580.00
Misc. Expenses $211.20
TOTAL TASK 5 $1,791.20
# MISCELLANEOUS EXPENSES

## Key Largo

**Ocean Cay Design and Permitting**

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<th>ITEM DESCRIPTION</th>
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<th>UNIT</th>
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<th>TASK 2</th>
<th>TASK 3</th>
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<td>Qty</td>
<td>Ext</td>
<td>Qty</td>
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*Page T-4*
Key Largo
Ocean Cay Design and Permitting

**TASK SUMMARY**

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<td>PREPARATION OF CONSTRUCTION DOCUMENTS</td>
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<td>TASK 2</td>
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<td>PERMITTING SERVICES</td>
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<td>TASK 4</td>
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<td><strong>TOTAL LUMP SUM PROJECT DESIGN COST</strong></td>
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<td><strong>$26,111.20</strong></td>
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STANDARD AGREEMENT FOR PROFESSIONAL SERVICES
SHORT FORM

CPH ENGINEERS, INC
Client
Terry Zaudthe, P.E.
1117 EAST ROBINSON STREET
ORLANDO, FL 32801

FLORIDA KEYS UTILITY PROJECT
Project Name
Project # 07561.04  Monroe County, FL

Ph: # (407) 425-0452
Fax: # (407) 648-1036
Date: August 4, 2009

We propose to provide field surveying and office CAD drafting of the existing conditions beginning from the K.L. Harbor Marina located at 400 Ocean Drive Key Largo thence approximately 240 feet to the easterly right-of-way of Ocean Cay Drive (a private road) as recorded in the Port Largo Fifth Addition and the entire length of Ocean Cay Drive approximately 2700' south. We will locate the all above ground improvements, storm structures and cross section the roadway and swale at 400 foot intervals. Topographic survey from canal wall to R/W line and finished floor elevation of each house.

We will deliver to CPH a certified asbuilt survey in an AUTOCAD drawing file. This survey will be based on Florida State Plane Coordinates (NAD 83 / 1999 adjustment) and National Geodetic Vertical Datum: 1929. (NGVD 29)

SUBJECT: FLORIDA KEYS UTILITY DESIGN SURVEY
For Ocean Cay Drive, Key Largo, FLA

1. TRAVEL TIME (down and back from Fort Myers)
2. LOCATE IMPROVEMENTS AND CROSS SECTIONS (East R/W to West seawall)
3. AUTO CAD DRAWING (of the existing conditions)
4. OUT OF TOWN LODGING AND MEALS (estimated at 3 days, 2 nights)
5. EASEMENT SKETCH AND LEGAL DESCRIPTION
6. FINISH FLOOR ELEVATIONS AND LIMITED TOPOGRAPHY ON EXISTING 25 RESIDENTIAL UNITS

TOTAL FEE FOR THESE SURVEYING SERVICES: $ 6,200

Any additional surveying ordered by CPH ENGINEERS, INC. will be billed out at our regular hourly rates. You will be invoiced in full at the completion and delivery of the survey drawing. Your acceptance of this proposal and the attached general conditions may be indicated by signing below and returning one copy to our office. This proposal is void if not executed and returned to us within ninety days of its date.

Approved by CLIENT

Signed______________________________  Signed______________________________
Accepted for
TKW Consulting Engineers, Inc.

Name______________________________  Name______________________________
Title______________________________  Title______________________________
Date______________________________  Date______________________________

Please sign both originals and return to our office. We will then execute and return one original to your office. Thank you.
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Aug. 18, 2009

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

SUBJECT: Seven Acres

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 8-13-09

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<th>Originating Department: General Manager</th>
<th>Costs: Approximately $16,450</th>
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<td>[ ] District Counsel</td>
<td>[ ] Engineering EC</td>
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<tr>
<td>[ ] General Manager</td>
<td>[ ] Clerk</td>
</tr>
<tr>
<td>[ ] Finance</td>
<td></td>
</tr>
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</table>

Attachments: Proposed Work Authorization WEC 09-02

Advertised:

Date: ______________________
Paper: _____________________
[X] Not Required

Summary Explanation/Background: Weiler Engineering has proposed the attached Work Authorization to provide the engineering for the Seven Acres Development in Basin I

Resulting Board Action:

☐ Approved   ☐ Tabled   ☐ Disapproved   ☐ Recommendation Revised/6
WORTH AUTHORIZATION WEC 09-02

Design of Vacuum Collection System to Serve Seven Acres

This Task Order, made as of this ______ day of _______________________, 2009, will be a supplement to and made a part of, the Agreement for Professional Services, dated December 9, 2003, between the KEY LARGO WASTEWATER TREATMENT DISTRICT (DISTRICT), and THE WEILER ENGINEERING CORPORATION (ENGINEER / WEC).

ARTICLE 1 - SCOPE OF SERVICES

WEC will provide the DISTRICT with professional engineering services for the design an extension of the District's planned Basin I vacuum collection system to serve the Seven Acres subdivision as outlined in this Scope of Services. This will be referred to as the PROJECT to which this Agreement applies. These services will include serving as the DISTRICT'S professional engineering representative for the PROJECT, providing professional engineering consultation and advice in furnishing customary engineering services.

A. Project Description

The DISTRICT has determined that there is a need to provide sewer service to Seven Acres. WEC will provide the necessary engineering services to design and permit an extension of the DISTRICT’s vacuum sewer collection system into the private streets of the residential area known as Seven Acres.

B. Scope of Services

WEC will design an extension of the DISTRICT's vacuum sewer collection system to serve the existing developed properties in the Seven Acres residential area. The area consists of approximately 2250 lineal feet of private roads on Cort Lane and Rushton Lane providing access to 21 lots, of which 19 are improved as single family residences. The design will include capacity for the future development of the vacant lots. An Engineers Opinion of Probable Cost will be provided at the 30%, 60% and 100% design stages. Plans will be produced at a scale of 1”=20’.

1. Preliminary Coordination: WEC has determined that a recently completed survey can be used for this project. WEC will order geotechnical investigations to determine subsurface conditions and will obtain record drawings of existing utilities. Property ownership data will be obtained from the Monroe County Tax Appraisers Office
2. Preliminary and 30% Design: In the preliminary design phase, WEC will determine existing and future EDUs to be served. The location of existing utilities and the planned location of vacuum mains will be drawn in AutoCAD in plan view. The 30% plans will be submitted to the District for review. If requested by the District, a design review meeting will be held to address comments by the District. Input from the District will be used to adjust the design as appropriate.
3. 60% Design: In this phase, WEC will provide the location of existing utilities and planned vacuum sewer components in both plan and profile views, with the locations of vacuum pits, laterals and air intakes shown. This set will reflect District input from the 30% design review as appropriate.
4. 100% Design: WEC will finalize the design, incorporating any District comments as appropriate and will include all general notes and standard details as required. It is assumed that this area will be constructed as part of one of the larger construction contracts, so separate bid documents and technical specifications will not be required.

ARTICLE 2 - METHOD OF PAYMENT
As consideration for providing the services enumerated in Article 1, the DISTRICT shall pay the WEC fees as described below:

1. Compensation will be lump sum in the amount of $15,750.00 plus reimbursable expenses for geotechnical investigation (not to exceed $700) payable in monthly progress payments based on percentage of completion of the work.

ARTICLE 3 - TIME OF COMPLETION

Unless otherwise directed by the District, the design of the Seven Acres collection system will be completed concurrently with the design of Basin 1.
ARTICLE 5 – AUTHORIZATION

In WITNESS WHEREOF, the parties herewith subscribe the same in duplicate,

The Weiler Engineering Corporation

BY: ________________________________

Edward R. Castle, P.E.
Vice President, Weiler Engineering

KEY LARGO WASTEWATER TREATMENT DISTRICT INC

BY: ________________________________

Charles Fishburn
General Manager

ATTEST

BY: ________________________________

District Clerk

Effective Date: day of , 2009

APPROVED AS TO FORM:

______________________________

District Attorney
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 18, 2009

Agenda Item No. 5

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

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

SUBJECT: ACOE Stimulus Funding Status

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 8-14-09

| Originating Department: | Costs: $ |
| General Manager | Funding Source: Acct. |

| Department Review: | Engineering | Clerk |
| District Counsel | [ ] | [ ] |
| General Manager | [ ] | [ ] |
| Finance | [ ] | [ ] |

| Attachments: | Email & FKWQIP Summary |

| Advertised: | Date: | Paper: |
| Not Required | | |

Summary Explanation/Background: To address concerns raised by our Lobbyist, the ACOE, and local sponsors the spending of stimulus funding for wastewater projects in Monroe County will be the subject of a conference call. K LWTD’s Staff is preparing to increase stimulus funding spending if the opportunity arises.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised 6
-----Original Message-----

From: Trulock, Shelley F SAJ [mailto:Shelley.F.Trulock@usace.army.mil]
Sent: Thursday, August 13, 2009 12:16 PM
To: Bill Kruzymski; Cindy Lawson; Clyde Burnett - City Manager Marathon; Dave Fernandez - Assis. City Manager Key West; David Ritz - North Key Largo Utility Corp; Don Achenberg; Gary Bauman - Chairman KLVW/WD; George Neugent; Gus Rios - FDEP South District; Jeff Oeltjen - North Key Largo Utility Corp; Ken Fields - Village Manager Islamorada; Mayor Morgan McPherson - Key West; Mayor Norm Anderson - Layton; Mayor Pete Worthington - Marathon; Mayor Ron Sutton - Key Colony Beach; Rebecca Jetton - FL DCA; Robert Eadie; Roman Gastesi - County Administrator; Skip Haring - City Manager Layton; Susan Hammaker; Tom Genovese; Cindy Lawson; Martin Waits
Subject: FW: FKWQIP Teleconference

Team, I thought it would be a good idea to set up a conference call to discuss our program and its status. Unfortunately, there appear to be some rumors floating around and I wanted to get the information out to you asap to put your minds at ease.

Our call will occur next Wednesday 19 August 2009 at 1 pm. I have the line reserved for 1 hour. There will be 10 ports available for our use. Below is the specific information related to how to call in:

DATE and TIME:
---------------
* Start Date/Time: Aug 19 2009 01:00 PM EDT, Wed
* End Date/Time: Aug 19 2009 02:00 PM EDT, Wed
* Duration: 1 hr 00 mins
* Total Ports: 10

AUDIO CONFERENCE ACCESS INFORMATION:
-------------------------------------
* USA Toll-Free: (888)622-5357
* PARTICIPANT CODE: 473612

Attached for your use is a revised funding summary sheet. I have lumped all allocations together for each municipality. Some of the confusion seems to be from the "color of money" if you will. I think everyone is more interested in the bottom line. I did want to mention now that no one will be getting a reduction in your allocation. What you see on this sheet is what is coming to each municipality. We may need to adjust how the funding is distributed, i.e., how can we get to spending the stimulus money faster, but that would have no bearing on how much each municipality is due to receive. With that said, if you hear any rumors which leads you to believe your money is being taken from you, please do not believe it. Feel free to call me anytime so that we can discuss.

I look forward to talking with everyone next Wednesday.

THANKS! Shelley
## FKWFIP Summary as of 14 August 2009

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<th>Municipality</th>
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<th>Total Allocated thru FY 09 (Cong Adds and Stimulus)</th>
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<td>$200,000.00</td>
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<td>Layton</td>
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### Payout Date: Key Largo (PCA $2,804,100 Fed)

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### Payout Date: Marathon (PCA $282,291,193 Fed)

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### Payout Date: Islamorada (PCA $1,995,171 Fed)

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### Payout Date: Key West (PCA $9,875,923 Fed)

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### Payout Date: Key Colony Beach (PCA $196,996 Fed)

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Total Reimbursed $6,352,702.08
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Aug. 18, 2009

Agenda Item No. 6

[ ] PUBLIC HEARING

[ ] RESOLUTION

[X] DISCUSSION

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Joint Project Agreement with FDOT

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 8-14-09

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<td>Paper:</td>
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<td>[X] Not Required</td>
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Summary Explanation/Background: The KLWTD Staff and FDOT staff have met to discuss FDOT, including underground pipe on behalf of KLWTD, to be included in FDOT contracts for road work concurrent with construction of collection systems, G, H, I, J, & K.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
Chapter 27

Utility Joint Participation Agreement Plans

27.1 General

Most utility adjustment work is performed by the utility owners or their contractor. In some cases it is advantageous to the FDOT and Utility to include the utility work as part of the roadway contract. In such cases the FDOT will enter into an agreement with a Utility for this purpose. These agreements are called Joint Participation Agreements or JPAs. The highway contractor is required to construct or relocate the specified utilities in accordance with the plans and special provisions developed by the Utility and incorporated as part of the bid package. More than one utility plans set may be included. For example, the contract plans may include separate plans for a gas utility and a water utility. It is also possible for the utilities to combine their individual facilities into one plans set and supply them to the FDOT. It is essential that the Engineer of Record (EOR) be aware which method is to be used. This is necessary because reimbursable costs and quantities must be separated and identified in each utility project.

Occasionally utility work may extend outside the normal construction limits of the project. When this is the case the limits of the utility work shall be shown or noted on the plans.

For JPAs, the utility plans shall be prepared in the same basic format as FDOT plans and as a separate plans set. The plans shall contain the following:

1. Key Sheet
2. Tabulation of Quantities
3. Plan-Profile Sheets
4. Cross Sections (as required)
5. Detail Sheets (as required)

The plans shall also reflect any special technical or relocation agreement provisions. In some cases it may not be practical or reasonable to develop separate plans sets for incidental construction under a JPA. The EOR should consult with the District Utility Engineer to determine the requirements in these cases. For further guidance, the FDOT’s Utility User’s Handbook and the JPA Handbook should be used.
Subj: Request for JPA  
Date: 8/13/2009 4:27:07 PM Eastern Daylight Time  
From: Paul Rodas@dot.state.fl.us  
To: margaretb@kiwtd.com, cfishburn@aol.com  
CC: Tony Soto@dot.state.fl.us  

Good Afternoon Margaret, Chuck,

The State requires that all JPA requests must be made in writing (e-mail will satisfy this requirement). To that end, please reply and confirm that the Key Largo Wastewater Treatment District is seeking to enter into two Joint Participation Agreements for the following:

- FDOT 419853-1, US-1 from MM 97 to 100, construction of KLWTD facilities Basins H and G within FDOT Right of way.

The gentleman copied on this e-mail is Mr. Tony Soto, the District Utility Administrator and my supervisor. Also attached is a request for information from our coordinators; please review and assist as necessary.

Sincerely,

Paul Rodas, P.E.
LAP Project Manager & Senior Utility Coordinator
Florida Department of Transportation
District VI, Design Office
1000 NW 111 Avenue, Rm #6102
Miami, Florida 33172
Phone Number: (305)470-5235
Subj: JPA between FDOT and KLWTD
Date: 8/13/2009 3:37:02 PM Eastern Daylight Time
From: Paul Rodas@dot.state.fl.us
To: margareto@kiwtd.com, cffishburn@aol.com
CC: aalfonso@apcte.com

Good Afternoon Margaret, Chuck,

Thank you for meeting with me today to discuss the JPA’s with both of you. Copied on this e-mail is Mr. Arnello Alfonso of A&P; his company is highly experienced in preparing JPA utility plans. The A&P team would need to me with you no later than this Friday in order for them to meet the plan submittal deadline of this September 21st. Please, contact Mr. Alfonso today. He can be reached at:

    Arnello Alfonso P. E.
    Senior Project Manager
    305-592-7283
    aalfonso@apcte.com

I won’t be available this Friday, but our office is open and I will return on Monday.

Thank you,

Paul Rodas, P.E.
LAP Project Manager & Senior Utility Coordinator
Florida Department of Transportation
District VI, Design Office
1000 NW 111 Avenue, Rm #6102
Miami, Florida 33172
Phone Number: (305)470-5235 (Alternate: 305-470-5232)
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Aug. 18, 2009

Agenda Item No. 7

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

SUBJECT: Letter to Islamorada

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 8-17-09

Originating Department: Commissioner Hammaker

Costs: Approximately $ Funding Source:

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

Attachments: Letter

[ ] Engineering
[ ] Clerk

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

Summary Explanation/Background:

Resulting Board Action:
☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation
August 14, 2009

The Honorable Don Achenberg, Mayor
Islamorada, Village of Islands
Islamorada, Florida 33036

Dear Mayor Achenberg:

At the August 11, 2009 Key Largo Wastewater Treatment District (KLWTD) Committee of the Whole Transition Meeting the Commissioners discussed and acted upon your July 27, 2009 letter request -- that your Council and our Board meet, five-on-five, in an open public session at a mutually acceptable time and location to discuss possibility of an agreement for KLWTD to treat Islamorada wastewater.

We acknowledged agreement to meet but with a limited agenda, limited public comment, and with discussion primarily by each other’s staff with questions from Council Members and Commissioners. The exact wording of the motion passed:

“Commissioner Brooks made a motion to write a letter to Islamorada telling them that the time is not prudent for a five on five meeting until Islamorada has an idea of what they are going to do, at least on the collection system, and the District has finished sewer ing the Island of Key Largo. Commissioner Higgins seconded the motion.”

We look forward to learning your Council’s reply and jointly formulating a mutually agreeable time, location and structure for this meeting.

Sincerely,

Susan Ford Hammaker PhD
Chair
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: August 18, 2009
Agenda Item No. 3

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

[ ] Other:

SUBJECT: Minutes of Aug. 4, 2009

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

Approved by General Manager

Date: 8-17-09

 Originating Department: District Clerk
 Costs: Funding Source:
 Acct. #

Department Review:

[ ] District Counsel
d[ ] General Manager
d[ ] Finance

[ ] Engineering
[ ] Clerk

Attachments: Minutes Aug. 4 2009

Advertised:

Date: __________________________
Paper: _________________________
[X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☑ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
MINUTES
Key Largo Wastewater Treatment District (K LWTD) Board of Commissioners Meeting

August 4, 2009
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a regular meeting at 4:00 PM. Present were Commissioners Norman Higgins, Andrew Tobin, Charles Brooks, Robert Majeska, and Chairwoman Susie Hammaker. Also present the General Manager Charles F. Fishburn, District Counsel Thomas Dillon, District Clerk Carol Walker, and other appropriate District Staff.

Commissioner Brooks led the Pledge of Allegiance.

APPROVAL OF AGENDA

Commissioner Tobin would like some discussion on the work authorizations (4, 5, 6, 7, & 8). He agrees to table items, 1, 2, & 3.

Commissioner Higgins would like the Change Order F-2 voted on.

Commissioner Majeska does not agree with any changes. He feels that the agenda should be presented in the order it was advertised so that the people planning on coming for an item will be able to be present when the item is presented. He also pointed out that while there is no back up for Mr. Fishburn’s items there is also no back up for the Commissioner’s items.
Chairwoman Hammaker stated that she had back up for her agenda item and she agrees with Commissioner Majeska.

Charles Fishburn, General Manager, added an item, 10A White Rhino Property for action. He would like to pull items 1, 4, 5, 6, 8, & 10. He would also like items 2 and 3 to be action items and item 7 possible action.

Motion: Commissioner Tobin made a motion to approve the agenda as amended (Deletion of items 1, 4, 5, 6, 8, 10. Add 10A White Rhino for action, moving Resolution No. 26-08-09 to Bulk and remove Pending Payments from Bulk.) Commissioner Majeska seconded the motion.

Vote on Motion

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Motion passed 5 to 0

PUBLIC COMMENT: The following persons addressed the Board: David Hann, 413 Mahogany Circle, spoke about not being able to pull a homeowner permit for rental properties. Burke Cannon, Hammer Point suggested that a letter be written to the editor explaining homeowner permits. J.R. Silvestri, Key Largo, presented a repair bill to the Board. John Hammerstrom, Tavernier, noted that it has been a month since he asked the Board to do take action on Coral Coast. Howard Gelbman, Key Largo, spoke against going to Islamorada. Ron Miller, Key Largo, spoke about the meeting with Islamorada. Gunar Miesnick, Key Largo, spoke about moving his pit to the East.

Motion: Commissioner Tobin made a motion to amend the approved agenda to move item 16, Policy Changes in Neighborhoods for Pits & Laterals to the front of the agenda. Commissioner Brooks seconded the motion.

Vote on Motion

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Motion passed 5 to 0

COMMISSIONER'S ITEMS

Policy Changes in Neighborhoods for pits and laterals.
Commissioner Higgins would like the District to look into the policy of moving pits and laterals.
Commissioner Majeska explained that he and Ms. Blank drove a neighborhood and sometimes there has to be a connection in the middle of the property. People should come into the office and talk about what their problem is.

Danny Gonzalez, Metro Equipment, said that if a pit is in a driveway then they should move it because it has to have a breather. He explained that his company delivers flyers to the neighborhoods before they start work in the neighborhood.

Commissioner Tobin pointed out that there are costs for engineering, inspectors, and contractors involved when a lateral or pit is moved. The District does not want to take on a major expense like Marathon has. Staff is trying to fine tune the plans and give the public advance notice of where the pits and laterals are going to go.

Chairwoman Hammaker stated that the property owners should come to the Town Hall meetings to get the information on their property.

**GENERAL MANAGER’S REPORT**

*Basin C-4 Change Order*

Mr. Fishburn recommends a change order for Basin C-4 to Metro Equipment.

Commissioner Majeska asked how many EDU’s are in the area. Mr. Fishburn said 469 EDU’s.

Commissioner Tobin has a problem with the change order because it is 40% higher than the latest bid with Redland. The District may not be getting the best price. He would like to see the item tabled. Commissioner Majeska said he would second Commissioner Tobin’s motion.

Mr. Fishburn explained that Metro is a very aggressive company and they have already gone through four basins and their equipment is now sitting. Metro as well as LaRocco have been very responsive to resident complaints.

Commissioner Majeska withdrew his second to Commissioner Tobin’s motion to table. He stated that there is only a 10% difference in giving the contract to Metro and any other contractor except Redland.

**Motion:** Commissioner Higgins made a motion to approve Basin C-4 Change Order to Metro Equipment. Commissioner Brooks seconded the motion.

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Motion passed 4 to 1
**Basin F-2 Change Order**
Charles Fishburn recommended that LaRocca be given a change order for Basin F-2. It is very competitive with the other contractors.

Commissioner Tobin feels that the District is sending the wrong message to the Contractors.

**Motion:** Commissioner Higgins made a motion to approve Basin F-2 Change Order to LaRocca. Commissioner Brooks seconded the motion.

**Vote on Motion**

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Motion passed 5 to 0

**Work Authorization for Seven Acres**
Mr. Fishburn explained that he proposes that the District have the Engineer that has the Basin the Unique Property is in to do the engineering for the Unique Property. Weiler Engineering has a rough estimate of $250,000 for 20 homes in Seven Acres which would be $12,500 a home.

District Counsel, Thomas Dillon reminded the Board that Mr. Nick Mulick had told the Board that there were no easements in Seven Acres but the Homeowners Association had the authority to give the District authority.

**Basin A Gravity System into Buffer Tank**
Paradise Point would be the first condo that the Board would be considering building the collection system for. They would be run into a buffer tank by a gravity system.

**White Rhino Property**
Mr. Fishburn stated that the owner would only sell the small half of the property. He asked for direction to go forward with the purchase of the entire property.

The Board directed him to go forward with the purchase of the entire property.

**COMMISSIONER’S ITEMS**

**Policy Item: Conduct inside and outside District Office**

**Motion:** Commissioner Higgins made a motion to accept the presented conduct policy (see Exhibit “A”). Commissioner Majeska seconded the motion.

**Vote on Motion**

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Commissioner Tobin  X
Commissioner Brooks  X
Commissioner Majeska  X

Motion passed 4 to 1

Letter from Mayor Achenberg
Chairwoman Hammaker reviewed Mayor Achenberg’s request to have a five on five public meeting.

Commissioner Tobin would like to see an agenda of the meeting before he agrees to the meeting.

Commissioner Higgins is not in favor of the meeting at all.

Commissioner Majeska feels that working with Islamorada would be good for the environment. The form for the meeting needs to be established first. He is willing to go to a meeting and talk but he does not want to go to an angry meeting. He has had people of Islamorada telling him they want to work with KLWTD. He thinks that the fewer sewer plants in the Keys the better for everyone.

Commissioner Brooks said that there are about 5,000 people being represented by elected officials who do not want anything to do with Islamorada and the District elected officials should take them into consideration. Commissioner Brooks stated he is definitely against working with Islamorada.

Motion: Commissioner Brooks made a motion to write a letter to Islamorada telling them that the time is not prudent for a five on five meeting until Islamorada has an idea of what they are going to do, at least on the collection system, and the District has finished sewer ing the Island of Key Largo. Commissioner Higgins seconded the motion.

Motion: Commissioner Tobin made a motion to table the item until after Islamorada’s meeting on Thursday. Commissioner Brooks seconded the motion.

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Motion passed 4 to 1 Item Tabled.

Deep Well Legislation
Commissioner Higgins reminded the Board that the District needs to get started on the Deep Well Legislation in a timely manner and do it as a local Bill.
Low Income Subsidy
Chairwoman Hammaker said that the County is willing to sponsor a CDBG application on behalf of the District, with the District putting up the match.

Legislation on Five Cent Tax
Commissioner Higgins said that the County is going to have one cent of the gas tax going to sewers. He suggested that the District contact the County to see what the District will be getting out of it.

Discussion on Fishburn/Achenberg/email/letter
Commissioner Brooks withdrew his item.

Policy Changes in Neighborhoods for Pits and Laterals
Commission Higgins requested that a bill be paid for an emergency repair for a property owner when a contractor damaged electrical service. The bill was presented to the Board.

BULK ITEMS
Assessment Appeal Jeff Gautier
Assessment Appeal Burton Memorial Methodist Church

RESOLUTION NO. 24-08-09
A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING DESIGNATION OF ONE TAX PARCEL AS A PARCEL EXCLUDED FROM THE 2008 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

RESOLUTION NO. 25-08-09
A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING DESIGNATION OF ONE TAX PARCEL AS A PARCEL EXCLUDED FROM THE 2007 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

RESOLUTION 26-08-09
A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT REGARDING FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION EFFORTS TO EXTEND PERMITS FOR PACKAGE PLANTS PENDING AVAILABILITY OF DISTRICT FACILITIES; AND PROVIDING FOR AN EFFECTIVE DATE

Motion: Commissioner Brooks made a motion to approve Bulk Items. Commissioner Higgins seconded the motion.

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Commissioner Majeska  X
Motion passed 5 to 0

Pending Payments
Commissioner Majeska asked how the computer upgrade was going. It was reported that the computers are now being backed up. A new email program is currently being worked on.

Chairwoman Hammaker asked what the regulations are on Commissioners getting jobs from the District. Mr. Dillon said he would look into it.

Motion: Commissioner Brooks made a motion to approve the Pending Payments of August 4, 2009 contingent upon the availability of funds. Commissioner Tobin seconded the motion.

Vote on Motion

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Motion passed 5 to 0

FINANCIAL REPORT
N/A.

LEGAL REPORT
N/A

ENGINEER'S REPORT
Monthly Status Report
Ed Castle of Weiler Engineering reviewed his written report.

COMMISSIONER'S ROUNDTABLE
N/A

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 7:15 PM.
The KLWTD meeting minutes of August 4, 2009 were approved on August 18, 2009.

_________________________
Chairwoman Hammaker

_________________________
Carol Walker, CMC
District Clerk
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: August 18, 2009

[ ] 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
Date: 8-13-09

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<td>[X] General Manager</td>
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All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.

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

Summary Explanation/Background:

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 08/18/2009
Prepared by: S. T. Lankford  Date: 08/13/2009

CONSOLIDATED CASH BALANCE FORWARD

$ (5,109,532.00)

Administration & Operations
Cash Balance A&O Account Forward  $ (611,672.58)

Plus: Service Charges
  Wastewater Service Revenue  27,371.72
  Line of Credit Draw  80,000.00

Total Revenue:  108,221.72

Less: Administration
  PDC Wireless - Aircard - C. Fishburn  129.98
  Cooke Communications - Legal Advertisements  1,247.25
  Mountain Glacier LLC - Bottled water, lobby  44.94
  F.K.A.A. - Water  22.56
  Hicks Richardson Associates - Lobbyist June and July  6,905.00
  Creative Services - Business cards  40.00
  Sante Acquisitions- Rent  2,611.25
  The Reporter - Legal Advertisements  542.40
  Cynergy Consulting - Lobbyist  2,500.00
  The UPS Store - One yeaer notice mailing  19,617.69
  Marty Waits - Expense report - FKNMS meeting  61.80
  Clerk of the Court - Recording fees  262.50
  Staff Salaries for Month  33,831.01

Less: Shared Expenses
  Office Depot - Supplies and plan duplications  1,385.34
  Sprint - Cellular and wireless services  1,079.67
  Keys Sanitary Service - Trash  151.50
  Comcast - Cable and internet services  324.24
  State of Florida - Phones  171.44
  KLI True Value - Supplies  225.76
  Federal Express - Shipping fees  150.21
  Payroll Benefits for month  3,708.52
  Paychex - Payroll processing fees  225.06

Less: Operations
  Fluidyne Corp. - Control modification of plant  2,321.25
  Keys Supply - Repairs and maintenance  165.44
  Bryant Answering Service - After hours service  78.00
  FDEP - Class A Operators license - J. Primicerio  100.00
  NAPA - Repairs and maintenance  21.95
  Sweetwater Environmental Inc. - Sludge hauling  2,400.00
  Tom Gould - Expense report - Supplies  85.00
  Hach - Lab chemicals/LDO probe  2,347.03
  Sanders Laboratories - Lab testing  57.00
  Sunshine State One Call - Location tickets  125.56
  Florida Keys Aqueduct Authority - Billing services  1,322.25
  Staff salaries for Month  18,872.69

Sub-total Invoices  103,134.09  5,087.63

Cash Balance A&O Account If All Paid  $ (606,584.95)

MSTU Draw #35  Submitted 04/07/09  $207,790
MSTU Draw #36  Submitted 06/11/09  $195,666
South Components
Cash Balance KLSC Account Forward $ (494,584.60)

Plus:

Sub-total Receipts

Less: Eckler Engineering - Basins E/F - App #15 30,782.75
Weiler Engineering - Basins I/J/K - App #9 48,225.00
Staff Salaries for Month including benefits 8,662.60
Sub-total Invoices 87,670.35

Cash Balance KLSC Account If All Paid $ (582,254.95)

North Components
Cash Balance KLNC Account Forward $ (4,003,274.82)

Plus: SRF Loan Draw #17

Sub-total Receipts

Less:
Keys Supply - Repairs and maintenance 100.99
KLI True Value - Supplies 585.88
Mark Weis - Expense report - Mileage/Dump Fees 429.74
Richard Sante - Grounds Maintenance RTP 1,000.00
Marshall Instruments - Asphalt thermometers 151.09
Westech - Equipment RTP expansion 12,378.50
Amazing Machinery Inc. - Video Inspection Kit 879.00
Tiger Direct - Wireless bridge - RTP expansion 101.99
Wharton Smith - RTP upgrade - App #7 447,376.86
Overholt Construction - Vac Station AVD - App #5 108,801.72
Fountain Engineering - Basins B-6/C-3 - App #26 352,818.78
Precon - RTP Process tanks - App #9 209,375.28
J.A. LaRocco - Basin B-4 - App #22 353,015.30
Metro - Basin C-2 - App #4,5,6,7 1,506,269.91
Arcadis - Injection well - App #5 35,860.77
Ric-Man International - Basin B-2 - App #2 428,392.95
Turblex - 10 % payment - Blowers RTP 78,250.00
Staff Salaries for Month Including benefits 59,980.76

Sub-total Invoices 3,595,569.52

Cash Balance KLNC Account If All Paid $ (3,997,383.34)

CONSOLIDATED CASH BALANCE IF ALL PAID $ (5,186,223.24)

NOTE: A TOTAL OF $463,455 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

__________________________  ______________________________
Susan F. Hammaker, Chair  Charles Brooks, Secretary/Treasurer
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 18, 2009

Agenda Item No. /

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

Other:

SUBJECT: Assessment Appeal Nelson

RECOMMENDED MOTION/ACTION: Approve recommendation Nelson assessment

Approved by General Manager
Date: 8-13-09

<table>
<thead>
<tr>
<th>Originating Department: Finance</th>
<th>Costs:</th>
<th>Attachments: Request for review, report of review, determination letter, property map, letter from property owner, detail from T. Dillon, Dr. note</th>
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<td>District Counsel</td>
<td>[ ] Engineering</td>
<td>Date:</td>
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<tr>
<td>General Manager</td>
<td>[ ] Clerk</td>
<td>[ ] Not Required</td>
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<tr>
<td>Finance</td>
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</table>

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

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

Summary Explanation/Background:

General Manager and staff recommendation for the Nelson assessment appeal, as provided to Commissioners by on August 4, 2009.

Resulting Board Action:
- [ ] Approved
- [ ] Tabled
- [ ] Disapproved
- [ ] Recommendation Revised
2009 NON AD VALOREM ASSESSMENT
REQUEST FOR REVIEW

DATE RECEIVED: July 23, 2009

AK: 8681844

PROPERTY OWNER: DARLING JULINA NELSON

PHYSICAL ADDRESS: 1 THURMOND ST, KEY LARGO

MAX EDU PER WATER CONSUMPTION CALCULATION: N/A ASSIGNED 1.0 RESIDENTIAL EDU

DOCUMENTATION PROVIDED:
1. PROPERTY OWNER LETTER
2. PSYCHIATRIST NOTE

REASON FOR APPEAL: OWNER INDICATES IN ATTACHED CORRESPONDANCE THAT SHE WOULD NOT RECEIVE A SPECIAL BENEFIT FROM THE KEY LARGO WASTEWATER TREATMENT DISTRICT’S CENTRAL SEWER SYSTEM.

Board of Commissioners: Chairman Susan Hammaker, Commissioners Charles Brooks, Robert Majeska, Andrew Tobin, & Norman Higgins
REPORT OF REVIEW
PURSUANT TO SECTION 4.08 OF THE PRELIMINARY ASSESSMENT RESOLUTION

DATE RECEIVED: July 23, 2009

AK: 8681844

PROPERTY OWNER: DARLING JULINA NELSON

PHYSICAL ADDRESS: 1 THURMOND ST., KEY LARGO

MAX EDU PER WATER CONSUMPTION CALCULATION: N/A ASSIGNED 1.0 RESIDENTIAL EDU

RECOMMENDED CHANGE IN ASSESSMENT: NONE

REASON FOR APPEAL: OWNER INDICATES IN ATTACHED CORRESPONDANCE THAT SHE WOULD NOT RECEIVE A SPECIAL BENEFIT FROM THE KEY LARGO WASTEWATER TREATMENT DISTRICT’S CENTRAL SEWER SYSTEM.

RESULTS OF REVIEW: PROPERTY IS A PC CODE 01 (SINGLE FAMILY RESIDENCE), THEREFORE THE PROPERTY WILL RECEIVED THE SPECIAL BENEFIT OF WASTEWATER SERVICE. CONNECTION TO THE DISTRICT’S WASTEWATER SYSTEM IS MANDATED BY LAW.

ACTION SUGGESTED: (1) NONE, THE PROPERTY IS A SINGLE FAMILY RESIDENCE, WHICH WILL RECEIVE SPECIAL BENEFIT FROM WASTEWATER SERVICE.

SUBMITTED BY
Synthia Trakul, KLWTD Assessment Coordinator

DATE 8/3/2009

APPROVED BY C.J. 2 DATE 8-3-09
Darling Julina Nelson  
P. O. Box 371154  
Key Largo, FL 33037  

August 3, 2009

AK #8681844

Dear Ms. Nelson,

Pursuant to your request the Key Largo Wastewater Treatment District has conducted an analysis of your Request for Review of the 2009 Assessment for the real estate parcel listed above. The District cannot exempt or exclude your property from the Wastewater Assessment.

The 2009 Assessment Resolution states that all parcels will be assessed unless they are not improved and cannot be improved with facilities that might generate wastewater, this does not apply to your property. Further, the Florida Legislature has identified the Florida Keys as an area of critical state concern, mandating property owners to connect to the Key Largo Wastewater Treatment District. Per Article IV, Section 4.02, “(1) The Owner of an improved parcel of land must, at the Owner’s expense, connect to the District’s Wastewater System upon written notification that the District’s Wastewater Facilities are available for connection.”

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 18, 2009. 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
There is no basis in the assessment resolution for relief for Ms. Nelson. It is clear that her property will receive the special benefit of wastewater service. All of the District's grant and loan agreements prohibit free service. Therefore, I recommend that this appeal be rejected.

Tom

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

-----Original Message-----
From: Carol Walker <cjsimpkins@bellsouth.net>
To: 'Susan Hammaker' <fordham@terranova.net>; cbrooks442@aol.com; 'Norm Higgins' <nhkeylargo@gmail.com>; Tobinlaw@terranova.net; Robby Majeska <keyskritters@bellsouth.net>
Cc: Charles Fishburn <cffishburn@aol.com>
Sent: Wed, Jul 22, 2009 3:08 pm
Subject: Correspondence

Please see attached letter that came in for the Manager and Board.

Carol Walker
District Clerk
Key Largo Wastewater Treatment District
Phone: 305-453-5804
Fax: 305-453-5807

Dell Deals: Treat yourself to a sweet deal on popular laptops!
Ervin A. Higgs, CFA
Property Appraiser
Monroe County, Florida

Property Record View

Alternate Key: 8681844 Parcel ID: 00566410-000000

Ownership Details

Mailing Address:
NELSON DARLING JULINA
P O BOX 371154
KEY LARGO, FL 33037

Property Details

PC Code: 01 - SINGLE FAMILY
Millage Group: 500K
Affordable Housing: No
Section-Township-Range: 32-81-30
Property Location: 1 THURMOND ST KEY LARGO
Subdivision: EL DORADO HEIGHTS
Legal Description: BLK 3 LT 1 AND 2 EL DORADO HEIGHTS KEY LARGO PB1-203 OR422-862 OR614-38 D/C OR1154-1955 R/S OR1977-1123/24/L/E OR2166-1119 D/C OR2362-2130 OR2362-2131 Q/C

Parcel Map
Exemptions

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<td>26 - CMLIAN TOTALLY EX</td>
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Land Details

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<th>Depth</th>
<th>Land Area</th>
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To the Property Appraiser’s Office

RE: Property Tax Abatement, Darling Nelson

To Whom It May Concern:

I am a board certified and Florida licensed psychiatrist and have treated Ms. Nelson for fourteen years.

Ms. Nelson is totally and permanently disabled by her psychiatric disability. This has been previously recognized by the State of Florida when she was given SSDI and Medicare. Her prognosis for improvement is poor and she has regressed over time since the death of her mother.

Although Ms. Nelson is not wheelchair bound her disability is total and permanent. Her disability is no less than if she were physically handicapped. I request that she be considered for 100% abatement of taxes. She lives on $1200 a month from Social Security Disability as her sole source of income and abatement of her taxes would be a significant benefit to her stress level.

Sincerely,

Allen Singer, MD
Diplomat
American Academy of Neurology and Psychiatry
FL ME0064442
The District intends to collect the assessments either by pre-payment of the Total Wastewater System Development Charge or in 20 annual installments, the first of which will be included on the Monroe County Property Tax bill you receive in November.

Payment Options: The owner of a parcel will have two options for paying the assessment:

A. The owner may pay the assessment in a single lump sum. By paying the Total Wastewater System Development Charge listed on the first page the owner will fully satisfy all obligations pursuant to this assessment.
   1. If the owner pays the Total Wastewater System Development Charge prior to August 31, 2009 there will be NO annual installment due for Wastewater on the November 2009 Property Tax bill.
   2. If the payment is made after August 31, 2009 an assessment payment will appear on the November 2009 Property Tax bill.
   3. For those owners who pay after the cutoff date the District will accept payment of the Total Wastewater System Development Charge, less the amount of principal paid on the November 2009 tax bill, as full payment of the Total Wastewater System Development Charge.

B. The owner may pay the assessment in installment payments over 20 years. If the owner does not prepay the Total Wastewater System Development Charge the assessment will be spread over 20 years.
   1. The amount of each installment payment will be equal to 1/20th of the Total Wastewater System Development Charge, plus interest and costs, which will vary from year to year, based on the District Borrowing Rate.
   2. At present, the District Borrowing Rate is 3.313%.
   3. Each year, the amortized installment to be paid by the owner will change based on the District Borrowing Rate. However, the District will never use a District Borrowing Rate higher than 8% unless the District first holds a public hearing to consider the rate.
   4. During the 20 year period the highest amortized payment that the District may require for your parcel without a public hearing is: $704.84 per dwelling unit or Equivalent Dwelling Unit, as described below.

At any time during the 20 year period an owner can pay off all or any portion of the unpaid balance of the assessment. Pay off amounts are available by contacting the District Finance Department at 305-453-5804.

You may receive an exclusion from assessment for your parcel if your parcel is determined by the District to be property that will not receive a special benefit from the District wastewater management facilities because the property has not been improved, and is not likely to be improved, with facilities or structures that generate, or might generate, sewage that will be managed by the District wastewater management facilities. You may receive an adjustment to the assessment for your parcel if the assessment was computed erroneously. The Preliminary Assessment Resolution includes procedures for seeking exclusion or adjustments.

We appreciate that this is a complex subject. Please feel free to contact the District at 453-5804 if you have any questions about this letter.

Please direct payments for the Total Wastewater System Development Charge to:
   KLWTD
   P. O. Box 491
   Key Largo, FL 33037

***PLEASE INCLUDE YOUR ALTERNATE KEY # ON YOUR PAYMENT

Yours truly,
Charles Fishburn, General Manager
Key Largo Wastewater Treatment District
half of a duplex, one apartment, or one residential condominium unit (whether in a single-unit building or a multiple-unit building.)

"Equivalent Dwelling Unit" or "EDU" means a system capacity equivalency unit corresponding to an average of one hundred and sixty-seven (167) gallons per day of potable water usage. This figure is computed in the manner described in Section 4.03 hereof.

"Excluded Parcel" means a Tax Parcel that is determined by the District to be property that will not receive a special benefit from construction of the District Wastewater Management Facilities because the property has not been improved, and cannot be improved, with facilities or structures that generate, or might generate, sewage that will be managed by the District Wastewater Management Facilities.

"Final Assessment Resolution" means this 2009 Final Assessment Resolution, which will be the final proceedings for imposition of Assessments described in this Resolution.

"Fiscal Year" means the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be prescribed by law as the fiscal year of the District.

"Government Property" means a Tax Parcel owned by the United States of America, the State of Florida, a county, a special district, a municipal corporation, or any of their respective agencies or political subdivisions.

"Initial Prepayment Amount" means the amount required for each Tax Parcel as set forth in Exhibit 3.01 hereof to prepay the Assessment in full.

"Laundromat" means a stand-alone laundry business that provides self-service and non-self-service laundry facilities to the public, consisting of washing machines, dry cleaning machines, and clothing dryers, in any combination. "Laundromat" does not include laundry facilities that are located in or otherwise associated with a hotel, motel, or other similar facilities.

"Mixed-Use Tax Parcel" means a Tax Parcel improved with a structure or group of structures, comprising one or more Dwelling Units, and one or more units that are not a Dwelling Unit, or a Laundromat. The term "Mixed Use" describes, for example, a Tax Parcel, part of which is used for residential purposes, and part of which is used for commercial purposes.

"Non-Residential Tax Parcel" means a Tax Parcel classified by the Property Appraiser as other than "residential" and that is or may be improved with a structure or structures, no part of which is a Dwelling Unit. The term "Non-Residential" describes, for example, a structure or a
Key Largo Wastewater Treatment District
2009 Final Assessment Resolution
Adopted May 19, 2009

gallons) for the Tax Parcel during the thirty-six consecutive months immediately prior to
the year in which the calculation is made. The District will identify the highest three
consecutive months in that period, and calculate their average. The District will divide
the resulting average by 5,010, and round the quotient up to the next one-tenth. In no
case will the number of EDU's assigned to the parcel be less than 1.0. If the Tax Parcel
includes a Laundromat, the Tax Parcel shall be assigned one EDU for the Laundromat,
and the FKAA potable water flow to the Tax Parcel shall be excluded from this
calculation. If there is no data for water consumption by a Tax Parcel, the District will
use a reasonable method to estimate the projected water use for the Tax Parcel by using
available data or an estimating methodology that is generally applied in the State of
Florida for such purposes.

SECTION 4.04. INITIAL PREPAYMENT OPTION. Prior to September 1, 2009, the
owner of each Tax Parcel subject to assessment shall be entitled to prepay the Assessment in full,
by payment of the Initial Prepayment Amount shown in Exhibit 3.01, hereof. The amount of all
prepayments made pursuant to this Section 4.04 shall be final. The District shall not be required
to refund any portion of a prepayment.

SECTION 4.05. EXCLUDED PARCELS. The owner of Tax Parcel listed on an
Assessment Roll may request that the Tax Parcel be excluded from the Assessment Roll. Such a
request shall be made in writing and filed with the District Clerk. The District will consider as
grounds for exclusion of a Tax Parcel, any facts that show the Tax Parcel to be an Excluded
Parcel, as defined in this Resolution.

A. Typical examples of Excluded Parcels are listed by way of example and not by way of
limitation:

1. The Tax Parcel is not improved and cannot be improved consistent with existing
   zoning regulations or other legal constraints;
2. The Tax Parcel is not improved and cannot be improved due to physical conditions of
   the property that preclude improvement;
3. The Tax Parcel is a property that has been aggregated with one or more other
   properties, and the aggregated parcels will receive Wastewater Service as a single
   aggregated property.
B. **Effect of exclusion of a parcel.** If the District agrees that a Tax Parcel should be excluded from the Assessment Roll as an Excluded Parcel, the Tax Parcel shall be excluded from the Assessment Roll if all of the owners duly execute a recordable instrument acknowledging that the owners are waiving any obligation of the District to provide Wastewater Service to the Tax Parcel. If the District, in its sole discretion, later provides Wastewater Service to the Tax Parcel for a then-current owner, the then-current owner shall be required to pay to the District all direct and indirect costs and expenses, including, but not limited to, an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. That amount is expected to be significantly greater than the 2009 non-ad valorem assessment. The District may charge an administrative fee in connection with excluding parcels from assessment.

**SECTION 4.06. SUBDIVIDED TAX PARCELS.** If any Tax Parcel shown on the Assessment Roll is subdivided after the date of the Resolution, the owner of the resulting subdivided Tax Parcels may make an election designating the resulting Tax Parcel that is covered by the Resolution. At the time of such election, the owners shall execute a recordable instrument acknowledging that they are waiving any obligation of the District to provide Wastewater Service to the resulting Tax Parcels not covered by the Resolution. If the District, in its sole discretion, later provides Wastewater Service to a Tax Parcel not covered by the Resolution at the request of a then-current owner, the then-current owner shall be required to pay to the District all direct and indirect costs and expenses, including, but not limited to, an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. That amount is expected to be significantly greater than the 2009 non-ad valorem assessment.

**SECTION 4.07. INCORRECTLY ASSESSED PARCELS.** The owner of a Tax Parcel listed on an Assessment Roll may request that the Initial Prepayment Amount be revised. Such a request shall be made in writing and filed with the District Clerk. The District will consider as grounds for revision of the Initial Prepayment Amount any facts that show that the Initial Prepayment Amount for the Tax Parcel was computed erroneously. Typical examples of such facts are listed by way of example and not by way of limitation:

A. The Tax Parcel will receive a class of wastewater service that is different from the class of Wastewater Service upon which the Initial Prepayment Amount was computed;
B. The water consumption information used by the District to calculate the Initial Prepayment Amount was erroneous.

SECTION 4.08. PROCEDURES FOR REQUEST FOR REVIEW.

A. Time for Request. The owner of a Tax Parcel who desires the Tax Parcel to be designated as an Excluded Parcel or who desires that the District review the Initial Prepayment Amount must request review no later than November 1 of the year in which the assessment is adopted. A mailed request for review shall be considered timely if it is postmarked on or before the last day allowed for review.

B. Contents of Request. A request for review must contain:

1. A concise statement of the facts upon which the owner bases the request for review, including a statement of all disputed issues of material fact. If there are no disputed issues of material fact, the request must so indicate;

2. The rules, statutes, and other legal authority that the owner contends form the basis for relief;

3. A demand for the relief which the owner believes is appropriate; and

4. Such other information which the owner believes to be material to the request for review.

C. Filing Request. The request for review must be delivered or mailed to the District Clerk. Upon receipt, the District Clerk will log in the request for review.

D. Review by Assessment Coordinator. The Assessment Coordinator will review the request for relief, and will exercise due diligence to issue a recommended decision to the Board within seven (7) Business Days after receipt of a complete request for review. Prior to issuing the recommended decision, the Assessment Coordinator may conduct one or more informal discussions with the owner, and may request additional information and documentation. If requested by the owner, the Assessment Coordinator may extend the time for issuance of a recommended decision in order to consider additional information and documentation. The District Clerk will mail a copy of the recommended decision to the owner at the same time as the recommended decision is submitted to the Board.

E. Board Review. Upon issuance of the recommended decision, the District Clerk will place the recommended decision on the Board agenda for a meeting not less than thirty (30) days after issuance of the recommended decision. Within fifteen (15) days after
mailing of the recommended decision, the owner may request that the Board hold a public hearing on the request for review, specifying any disputed facts that the owner considers to be material to the decision. At the meeting at which the Board is scheduled to consider the request for review, the Board may decide to accept or modify the recommended decision, or, if the Board concludes that there are disputed issues of material fact, the Board may schedule a public hearing on the request for review. The Board's decision to accept or modify the recommended decision, or the Board's decision on the request for review after a public hearing, shall be the final District action on the request for review.

ARTICLE V

ASSESSMENTS

SECTION 5.01. ADJUSTED PREPAYMENT AMOUNT. Adjusted Prepayment Amounts shall be calculated for each Tax Parcel subject to this Resolution, as follows: the Adjusted Prepayment Amount for each Tax Parcel shall be revised annually, as provided in Section 5.02(E) hereof.

SECTION 5.02. COMPUTATION METHOD. The Assessments shall be computed pursuant to the Assessment Program described in this Article V. The Assessments will be imposed for Fiscal Year 2009 and each succeeding Fiscal Year in which any portion of the Assessment Obligations remains outstanding, and will be collected on the ad valorem tax bill in the manner authorized by the Uniform Assessment Collection Act. The annual Assessment shall be computed for each Tax Parcel, other than those Tax Parcels as to which the entire Assessment has been prepaid.

A. Annual Debt Service Component. The "Annual Debt Service Component" shall be calculated for each Fiscal Year in which the Initial Prepayment Amount (or Adjusted Prepayment Amount, if applicable) of the Tax Parcel is outstanding as follows:

1. The District shall first calculate an annual interest rate computed as the lesser of (i) the District Borrowing Rate, or (ii) an interest rate equal to eight percent (8%) per year.

2. The District shall next calculate the amount of principal due for the Tax Parcel by dividing (i) the Tax Parcel's Initial Prepayment Amount (or Adjusted Prepayment Amount) by the number of years in the Fiscal Year.
Dear Mr. Fitchburn-

Enclosed is the letter for Mrs. Nelson as it relates to her disability and property tax. The same relates to the public utility issue; she owns no benefit from the sewer system and the cost is a real burden. Please excuse her from the sewerage or another supply fee for detailed assistance.

(Signature)

In order for the brand name product to be dispensed, the prescriber must write "Medically Necessary" on the front of this prescription.
Sister [name] (Regina) [Sister] to Mr. Fishback and members of the Family.

[Handwritten text]

1. 100% construction work was completed between 1970 to 1974 by my brother and another. He died in 1973 and she died in 1974. The concrete tank was installed by my brother. The tank is 103 ft. by 39 ft. by 39 ft. The section of the road and lines have been removed.

2. It is a gravity-fed system and I am the only pump at 10 ft. It is still working fine and it is not longer necessary. I have been in the office where she signed the form.

3. I live on Social Security benefits of $1,200 and would like for you to reconsider my housing requirements. I was unable to work financially. The cost of the maintenance is more than I can afford. I cannot live in the building. I do not think I can.

4. There is no home in my house and I am sure that the exemption because I have a full and double stall is not allowed. The house on the west was built down because it was a home. The city said it is unsafe and slow and owned by millionaires anyway so they don't have a problem. I paid everything. I don't take a mortgage because I have to go bankrupt if I'm alone and I lost my job.

If you have any evidence record or missed details.
minimal behavior. I am a good human and a
good person. You don't have to worry about it.
Helping someone else should not be living large.
This is my family's house. Why did build it?
When I eventually sell it, it will probably be
salvaged by the recent complex owner. Next
dash to make a parking lot or something
and even if I sell it to someone else, it will
in all likelihood be someone rich so they
won't have a problem affording any changes
they want.

In addition, it will be better (safe)
not have so many working men around
the house and end because you know, just
because they break into the house with their
driving in it doesn't mean that they won't
break into mine.

I realize this is a very large civic project
but I sincerely believe that if this time
have a better safe zone. Then if the breaking
is attempted, it will never have a lift station
of oil and water make flow or back flow into the
hose, I won't have to have a doubled monthly
water bill have the trees dug up on the
expensive problem of filling in the sceptic tank. And no
one will inevitably smash the roof with the wheel
m.
and our digging machine.

Please approve and submission exception
because I don't think any improvement will exist
by having the ground Fred with putting in
separate dig pipes in my grand amendment
dig trees.

My septic tank is OK. You can come onto the
property. She isn't at it. The drain field is in the
next session. The leak is a little long so there
just isn't much because I don't really feel like
during award meeting right about.

In addition, there are alternate waterlines
in my yard near cistern is nothing to make sure
the cistern is broken down on broken septic as
a result. And I don't have enough of $30,000
on my house. I live by myself. I'm here as
a husband in boyfriend a significant and I have to
save any and not having a usage basis as problem
with the house will help.

I am asking you allow it's evaluation exception
because the option was written on the bottom of
the second page of the May 13th 2019 meeting minutes
if this nice written in down in the meeting notes.
I am asking you hold yourself to it down
I really can't afford it. Please find yourself in the
favor of the citizen because it's like to have an OK
This is May 19th writing notice was a complete please
work of digging in my farm and you will notice me of
one of the major necessities I have
I have an obligation of the district to provide
workstation service to my house. Future owners
responsible however if they need to
Supin knows I am not lying about everything
please call Father Eniguez to fix Justice
Monday Catholic Church because he knows me
Please decide it my farm 5.2 ha will be 5 ha and
the stop working. I do wish someone, my father
and mother will understand. Thank you very much
in advance. Daniel will deliberate my thanks in there
will continue your will be considered and I hope
my house sometime will get back fire (as expected
service open), and Father Eniguez is The fire
will understand.
Most sincerely with all due respect and polite
education Dear now and will be more affectively
yours,

Dorling

To reiterate in short thank anyone will receive "special
benefit" an improvement from the district workings.

Working [illegible]

Address 32 1154 King saga E. 3,3027
17 Thousand Street, Regiside, MI 3177
For all my friends, I have an old laptop I want to give away for a hundred dollars or so which would allow me to do word processing on my phone because I don't have an internet connection.

Dee: I don't have a phone right now. If you find an old laptop, can you let me know at one of the next meetings?

Dee: I have also included a note from my doctor saying I am not dying about my cancer and it was written for an apparent purpose but maybe it will help with your research.
Dear Mr. Walker,

Charles Fishburne

I certify received a request to be excused-absolved from having to deal with the
senior issue for my home due to its large
long-standing costs. The green card was
given on 2/3/9. I was unable to go to
the meeting on 2/4. I really don't think
any substantial improvement in my home
will occur because of putting a senior pipe in.
Would you please put it on the agenda to
be looked at. We can let the next owner deal
with it which hopefully will be quite some years
from now. I have additional letters of support
information which I included in the packet.
These make referable finding and don't have
to worry about it anymore.

Can we put this matter, in response to Mr.
Fishburne's request a few meetings ago for extra
help in the office, I would be happy to volunteer
in the office a day or two a week and leave
you with materials ok a sample of weeks ago.

Qwer
My phone company has switched and my new # is 305-393-821. I knew you have a very busy office and I don't want to be bugging you about it so I thought I'd write it as a note. Please give me a call and let me know when I can come over and help and what I can do for you and live right down the road.

Sincerely,

Darling

Darling J. Nelson 305-393-821
Room 32154
Key Largo 33037

1 Tremont 5th Physical Address
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 18, 2009

Agenda Item No. 2

[ ] PUBLIC HEARING

[ ] RESOLUTION

[X] DISCUSSION

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[ ] STATUS REPORT

SUBJECT: Preliminary FY2010 Capital Project Budget

RECOMMENDED MOTION/ACTION: None

Approved by General Manager
Date: 8-13-07

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs:</th>
<th>Attachments:</th>
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<tr>
<td>Finance</td>
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| Department Review:     |        |             |
| District Counsel       |        |             |
| General Manager        |        |             |
| Finance                |        |             |

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<tr>
<td>Clerk</td>
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<td></td>
<td>Paper:</td>
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[ ] Not Required

Summary Explanation/Background:

Staff will present a Preliminary Capital Project Budget proposal for FY2010 for discussion and comment by the Board.
PROPOSED FY 2010 BUDGET PROCESS

Board Meeting Date

July 7th  Discussion of basis for budget development, including preliminary staffing and salary plan  DONE

July 14th  FY2009 YTD Consolidated Outlook (Actual vs. Budget)  DONE

July 21st  Preliminary Admin. & Const. Mgmt. Budget  DONE

August 11th  Preliminary Wastewater Service / 4 year Projection  DONE

August 18th  Preliminary Capital Budget / 4 year Plan

September 1st  Proposed FY2010 Capital & Consolidated Operating Budgets

September 15th  FY2010 Budget Resolution

September 29th  FY2010 Budget Resolution (Backup date, if required)
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: August 18, 2009
Agenda Item No. 13

[ ] PUBLIC HEARING  [ ] RESOLUTION
[ ] DISCUSSION  [ ] BID/RFP AWARD
[X] GENERAL APPROVAL OF ITEM  [ ]-consent agenda
[ ] STATUS REPORT

SUBJECT: Professional Auditing Services Contract

RECOMMENDED MOTION/ACTION: Motion to approve a contract with Grau & Associates.

Approved by General Manager

Date: 8-13-09

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<td>[ ] Engineering</td>
<td>[ ] Clerk</td>
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</tbody>
</table>

| Attachments:                  |                    |
| Advertised:                   | Date:              |
|                              | Paper:             |
|                              | [ ] Not Required   |

Summary Explanation/Background:

Approval by the Board of a contract with Grau & Associates in accordance with a recommendation to be brought forward by the Audit Committee (Board of Commissioners Committee of the Whole).
AGREEMENT
By and Between
Key Largo Wastewater Treatment District
And
Grau & Associates
Certified Public Accountants
For
Professional Auditing Services

This is an agreement between the Key largo Wastewater Treatment District, an Independent Special District of the State of Florida (hereinafter the "District"), through its Board of Commissioners, and Grau and Associates, Certified Public Accountants (hereinafter "Firm").

WITNESSETH, in consideration of the mutual terms and conditions, promises, covenants and payments hereinafter set forth, District and Firm agree as follows:

ARTICLE I
SCOPE OF SERVICES

Firm shall perform the services as specifically stated in the Scope of Services attached hereto as Attachment A, and by this reference made a part hereof and as may be specifically designated and additionally authorized by the District. Such additional authorizations will be in the form of an amendment to this Agreement which will set forth specific Scope of Services, amount of compensation and schedule of completion dates.

ARTICLE II
TERM

The term of this Agreement shall be for one (1) year beginning August 1, 2009 and ending July 31, 2010. At the end of each one (1) year period, this Agreement may, at the District’s sole option, be extended for up to four (4) additional one (1) year terms upon sixty (60) days prior written notice to the Firm.

ARTICLE III
COMPENSATION

The District shall pay Firm in accordance with Exhibit E, Schedule of Fees, contained as part of Attachment A hereto. The Schedule of Fees will be subject to amendment for each extension period. Prices will be adjusted based on the Consumer Price Index, all urban consumers, May to May, for Miami, Florida, cities less than 50,000 population, Bureau of Labor Statistics, Southeastern Regional Office, for succeeding contract years.
ARTICLE IV
STANDARD OF CARE

Firm shall exercise the same degree of care, skill, and diligence in the performance of the Services as is ordinarily provided by a professional auditor under similar circumstances and Firm shall, at no additional cost to the District, re-perform services which fail to satisfy the foregoing standard of care.

ARTICLE V
RECORDS

Firm shall keep such records and accounts, and require any and all agencies and sub-agencies to keep records and accounts as may be necessary in order to record complete and correct entries as to the services rendered hereunder. Such books and records will be available at all reasonable times for inspection and copying by the District and shall be kept for a period of three (3) years after the completion of all work to be performed pursuant to this Agreement. Incomplete and incorrect entries in such books and records will be grounds for District's disallowance of any fees based upon such entries.

ARTICLE VI
MISCELLANEOUS

6.1 OWNERSHIP OF DOCUMENTS

All documents and other data provided in connection with this Agreement are and shall remain the property of District whether or not the services to be performed hereunder are completed.

6.2 TERMINATION

This Agreement may be terminated by either party for cause, or by District for convenience, upon forty five (45) days written notice from the terminating party to the other party. In the event of such termination, Firm shall be paid its compensation for services performed to termination date. In the event that Firm abandons this Agreement or causes it to be terminated by District, Firm shall indemnify District against any loss pertaining to this termination. All finished and unfinished documents, data and reports prepared by Firm shall become the property of District and shall be delivered to District within five (5) calendar days by Firm to District.

For purposes of this Agreement, termination by District for cause includes, but is not limited to, the following:

   6.2.1 Firm's failure to keep, perform and observe each and every provision of this Agreement and such failure continues for a period of more than seven (7) business days after delivery to Firm of a written notice of such breach or default; or

   6.2.2 Firm's occupational business license terminates for any reason; or
6.2.3 If Firm becomes insolvent, or takes the benefit of any present or future insolvency statute, or makes a general assignment for the benefit of creditors, or files a voluntary petition in bankruptcy or a petition or answer seeking reorganization, or the readjustment of its indebtedness under the Federal Bankruptcy laws, or under any other law or statute of the United States or any state thereof, or consents to the appointment of a receiver, trustee, or liquidator of all or substantially all of its property, or has a petition under any present or future insolvency laws or statute, filed against it, which petition is not dismissed within thirty (30) days after the filing thereof; or

Firm recognizes and agrees that in the event of the termination or expiration of this Agreement, it will be necessary to assist the District and/or a selected successor to Firm with an orderly transition and disposition of all records previously provided by the District to Firm. Firm shall be paid in accordance with Article III for all audit services rendered through the date of termination and for any accounts authorized to continue beyond the date of termination during any transition period.

6.3 EQUAL OPPORTUNITY EMPLOYMENT

Firm agrees that it will not discriminate against any employee or applicant for employment for work under this Agreement, because of race, color, religion, sex, age, national origin, disability and will take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, sex, age, national origin, or disability. This provision shall include, but not be limited to, the following: employment upgrading, demotion or transfer; recruitment advertising; layoff or termination; rates of pay, or other forms of compensation; and selection for training, including apprenticeships.

6.4 PUBLIC ENTITY CRIMES ACT

In accordance with Section 287.133, Florida Statutes, Firm hereby certifies that it is not listed on the convicted vendors list maintained by the State of Florida Department of General Services.

6.5 ASSIGNMENT

This Agreement, or any interest herein, shall not be assigned, transferred, or otherwise encumbered by Firm under any circumstances, without the prior written consent of District.

6.6 INDEMNIFICATION OF DISTRICT

6.6.1 Firm shall at all times hereafter, indemnify, hold harmless and defend District, its agents, and employees from and against any claim, demand or cause of action of any kind or nature arising out of error, omission or negligent act of Firm, its agents, or employees in the performance of services under this Agreement.

6.6.2 Firm further agrees, at all times hereafter, to indemnify, hold harmless and defend District, its agents, and employees from and against any claim, demand or cause of action or any kind or nature arising out of any conduct or misconduct of Firm in the performance of services under this Agreement and for which, its agents, or employees are alleged to be liable.

6.6.3 Firm acknowledges and agrees that District would not enter into this Agreement without this promise of indemnification of District by Firm, and that District’s entering into this Agreement shall constitute good and sufficient consideration for this indemnification. These
provisions shall survive the expiration or earlier termination of this Agreement. Nothing in this Agreement shall be construed to affect in any way the District’s rights, privileges, and immunities as set forth in Section 768.28, Florida Statutes.

6.7 INSURANCE

Firm shall provide, pay for and maintain in force at all times during the services to be performed, such insurance, including Workers’ Compensation Insurance, Employer’s Liability Insurance, Comprehensive General Liability Insurance and Professional Liability Insurance.

Such policy or policies shall be issued by United States Treasury approved companies authorized to do business in the State of Florida and having agents upon whom service of process may be made in the State of Florida. Auditor shall specifically protect District by naming the District as an additional insured under the Comprehensive General Liability Insurance Policy hereinafter described. The Professional liability Insurance Policy or certificate shall reference this Agreement.

Notice of Cancellation and/or Restriction: The policy(ies) must be endorsed to provide District with thirty (30) days notice of cancellation and/or restriction.

6.7.1 Professional Liability Insurance: The limits of liability provided by such policy shall be no less than Five Hundred Thousand Dollars ($500,000.00).

6.7.2 Worker’s Compensation Insurance to apply to all employees in compliance with the Workers Compensation law of the State of Florida and all applicable federal laws.

6.7.3 Comprehensive General Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Comprehensive General liability Policy, without restrictive endorsements, as filed by the Insurance Service Office, and must include:

Premises and/or Operations;
Independent Contractors;
Broad Form Property Damage;
Broad Form Contractual Coverage applicable to this specific Agreement.
Personal Injury Coverage with Employee and Contractual Exclusions removed with minimum limits of coverage equal to those required for Bodily Injury Liability and Property Damage Liability.

The Key Largo Wastewater Treatment District is to be named as additional insured with respect to liability arising out of operations performed for District by or on behalf of Firm or acts or omissions of Firm in connection with such operation.

6.7.4 Business Automobile Liability Insurance with minimum limits of Five Hundred Thousand Dollars ($500,000.00) per occurrence combined single limit for Bodily Injury Liability and Property Damage Liability. Coverage must be afforded on a form no more restrictive than the latest edition of the Business Automobile Liability Policy, without restrictive endorsements, as filed by the Insurance Services Office and must include:
Owned vehicles;
Hired and non-owned vehicles;
Employer’s non-ownership

6.7.5 Firm shall provide to District prior to the effective date of this Agreement a Certificate of Insurance or a copy of all insurance policies required by Section 6.7 including any subsection thereunder. District reserves the right to require a certified copy of such policies upon request. All endorsements and certificates shall state that District shall be given not less than thirty (30) days notice prior to expiration or cancellation of the policy.

6.8 PERFORMANCE OF WORK BY FIRM

It is expressly agreed that Firm is and shall be in the performance of all work, services and activities under this Agreement an independent contractor and not an employee, agent, or servant of the District. All persons engaged in any work, service or activity performed pursuant to this Agreement shall at all times and in all places be subject to Firm’s sole direction, supervision, and control. Firm shall exercise control over the means and manner in which it and its employees perform the work, and in all respects Firm’s relationship and the relationship of its employees to the District shall be that of an independent contractor and not as employees or agents of the District.

6.9 LAWS AND REGULATIONS

It is further understood by the parties that Firm will, in carrying out its duties and responsibilities under this Agreement, abide by all federal, state, and local laws, rules, regulations, orders, codes, criteria, and standards.

6.10 CONTRACT ADMINISTRATOR

The District’s Contractor Administrator during the performance of services pursuant to this Agreement shall be the District’s Chief Financial Officer.

6.11 NO CONTINGENT FEE

Auditor warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for Firm, to solicit or secure this Agreement and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for Firm, any fee, commission, percentage, gift, or other consideration contingent upon or resulting from the award or making of this Agreement.

6.12 GOVERNING LAW AND VENUE

The Agreement shall be governed by the laws of the State of Florida. Any and all legal action necessary to enforce the Agreement will be held in Monroe County and the Agreement will be interpreted according to the laws of Florida. No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or now or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof.
6.13 ATTORNEYS' FEES

In action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorneys' fees and costs.

6.14 AUTHORITY TO ENGAGE IN BUSINESS

Firm hereby represents and warrants that it has and will continue to maintain all licenses and approvals required to conduct its business, and that it will at all times conduct its business activities in a reputable manner. Proof of such licenses and approvals shall be submitted to the District's representative upon request.

6.15 ALL PRIOR AGREEMENTS SUPERSEDED

This document incorporates and includes all prior negotiations, correspondence, conversations, agreements, and understandings applicable to the matters contained herein; and the parties agree that there are no commitments, agreements, or understandings concerning the subject matter of this Agreement that are not contained in this document. Accordingly, the parties agree that no deviation from the terms hereof shall be predicated upon any prior representations or agreements whether oral or written.

It is further agreed that no modification, amendment, or alteration in the terms or conditions contained herein shall be effective unless contained in a written document.

6.16 DISTRICT'S RESPONSIBILITIES

The District shall be responsible for providing access to all project sites, and providing information on hand including all accounting records, paid invoices, bank deposit records and reconciliations, and other data that are available in the files of the District.

6.17 NONDISCLOSURE OF PROPRIETARY INFORMATION

Firm shall consider all information provided by District and all reports, studies, calculations, and other documentation resulting from the Firm's performance of the Services to be proprietary unless such information is available from public sources. Firm shall not publish or disclose proprietary information for any purpose other than the performance of the Services without the prior express or implied authorization of District, or in response to a court ordered subpoena.

6.18 NOTICES

Whenever either party desires to give notice unto the other, such notice must be in writing, sent by registered United States mail, return receipt requested, addressed to the party for whom it is intended at the place last specified; and the place for giving of notice shall remain such until it shall have been changed by written notice in compliance with the provisions of this paragraph. For the present, the parties designate the following as the respective places for giving of notice:

FOR DISTRICT:
CHIEF FINANCIAL OFFICER
KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HIGHWAY
KEY LARGO, FL 33037
FOR THE FIRM:
ANTONIO J. GRAU, CPA
GRAU & ASSOCIATES
2700 NORTH MILITARY TRAIL
BOCA RATON, FL 33431

IN WITNESS WHEREOF, the parties hereto have set their hands and official seals the ___ day of ______________, 2009.

ATTEST:

BY: __________________________
    Susan Hammaker, Chairman

Clerk to the Board
Carol Walker

ENDORSED AS TO FORM:

______________________________
Thomas Dillon, District Counsel

FIRM:

BY: __________________________
    Antonio J. Grau, Partner

(WITNESS:

______________________________

SWORN TO and SUBSCRIBED before me this ___ day of ______________, 2009.

(Seal)

______________________________
NOTARY PUBLIC

My Commission Expires:

Agreement for Audit Services