KEY LARGO WASTEWATER TREATMENT DISTRICT  
BOARD OF COMMISSIONERS  
AGENDA  
Tuesday October 19, 2010 4:00 PM  
98880 Overseas Hwy  
Key Largo, FL 33037  
Norman Higgins  
Chair  
Robert Majeska  
Vice Chair  
Susan Hammaker  
Secretary-Treasurer  
Andrew Tobin  
Commissioner  
Charles Brooks  
Commissioner  
__________________________________________________________  
Charles F. Fishburn  
General Manager  
Thomas Dillon  
District Counsel  
Carol Walker  
District Clerk  

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305 451-4019 at least 48 hours in advance to request accommodations.

A. CALL TO ORDER - PLEASE MUTE CELL PHONES  
B. PLEDGE OF ALLEGIANCE  
C. ROLL CALL  
D. APPROVAL OF AGENDA WITH ANY ADDITIONS, DELETIONS, OR CONTINUANCES  
E. PUBLIC COMMENT  
F. GENERAL MANAGER'S REPORT  
   2. Martin Waits Consultant Agreement  

KLWTD Agenda  
October 19, 2010
3. Mobile Generators
4. Islamorada/KLWTD Agreement
5. CFO Candidates Update
6. Report on damage to private property

G. COMMISSIONER'S ITEMS

H. BULK ITEMS

7. Pending Payments for Oct. 19, 2010
8. Minutes of Oct. 11, 2010
9. RESOLUTION NO. 19-10-10
   A RESOLUTION OF THE BOARD OF COMMISSIONERS
   APPROVING THE REQUEST OF MICHAEL & MARIA
   KEANE, FOR REMOVAL OF ONE TAX PARCEL FROM
   THE 2006 NON-AD VALOREM ASSESSMENT; AND
   REFUNDING COLLECTED ASSESSMENT PAYMENTS
   AND PROVIDING FOR APPLICABILITY AND AN
   EFFECTIVE DATE.

I. ENGINEER'S REPORT

10. Status Report

J. FINANCIAL REPORT

K. LEGAL COUNSEL REPORT

11. Resolution and Ad for Uniform Method of Collection

L. COMMISSIONERS ROUNDTABLE

M. ADJOURNMENT
SUBJECT: Basin J/K III, J/K IV & J/K IX & G III Change Order

RECOMMENDED MOTION/ACTION: Approval

Summary Explanation/Background: Staff proposed to award the four remaining collection phases in Basin J/K and G to current contractors under contract with KLWTD. The change orders will be awarded at the overall latest (Redland) low bid prices to the contractors that are current on their projects and ready to proceed with additional construction.

Resulting Board Action:
☐ Approved    ☐ Tabled    ☐ Disapproved    ☐ Recommendation Revised
Key Largo Wastewater Treatment District
KLWTD Phases Not Under Contract
Prepared by: Richard Crow
10/S/2010

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Note: Unit prices used are from KLWTD's lowest bid contractor and "Engineer's Estimate".
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**Totals**

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**Meeting Date:** Oct. 19, 2010  
**Agenda Item No.:** 2

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

**SUBJECT:** Martin Waits Consultant Agreement

**RECOMMENDED MOTION/ACTION:** Approval

**Approved by General Manager:**

**Date:** 10-15-10

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**Summary Explanation/Background:** The attached consultant agreement is proposed for Martin Waits services as a consultant for KLWTD for the next six months.

**Resulting Board Action:**
- [ ] Approved
- [ ] Tabled
- [ ] Disapproved
- [ ] Recommendation Revised
CONSULTANT AGREEMENT

THIS AGREEMENT is made and entered into as of the date set forth below between the Key Largo Wastewater Treatment District ("District") and Upper Keys Financial Services, Inc. ("Consultant").

CONSULTANT AND DISTRICT agree as follows:

1. SERVICES. Consultant agrees to provide services related to maintenance of District accounts, training, coordination of audit processes, administration of audit services provided by others, preparation of reports and other related services as requested and approved by the District General Manager.

2. COMPENSATION. The District agrees to pay Consultant for services at the rate of $120/hour, not to exceed a total of $20,000 without prior approval of the District.

3. INVOICES. Consultant will invoice the District on a monthly basis for services performed in the preceding month. All invoices will be supported by narrative time sheets listing, with respect to each block of time: the name of the person providing the services; a brief description of the services provided; if the services consist of a meeting or phone call, the names of the other participants; the time spent, rounded up to the nearest 0.10 hour.

4. PAYMENT OF INVOICES. Under Sections 218.73 and 218.74, Florida Statutes, payment is due not more than 45 days after receipt of a proper invoice. Under Section 218.74, Florida Statutes, payments not made within the time specified bear interest from 30 days after the due date at the rate of 1 percent per month on the unpaid balance. The Consultant must invoice the District for any interest accrued in order to receive the interest payment. Any overdue period of less than 1 month is considered as 1 month in computing interest. Unpaid interest is compounded monthly. For the purposes of this section, the term "1 month" means a period beginning on any day of one month and ending on the same day of the following month.

5. DISTRICT'S REPRESENTATIVE. The District General Manager shall be the representative who will serve as the primary contact for Consultant. Consultant shall report to the District General Manager and it is through the District General Manager that day-to-day contact with the District shall occur. The normal method of communication with the District will be by email, and the District may specify a list of email recipients to receive communications from Consultant. The District may change its representative by written advice to Consultant.
6. TERM AND TERMINATION. The term of this agreement is six (6) months beginning November 13, 2010. Either party upon thirty (30) days written notice may terminate this Agreement.

7. COMPLIANCE WITH THE LAW. Consultant agrees to render services in a manner that complies with all applicable laws, rules, and regulations, including ethics laws, rules, and regulations.

8. POLITICAL CONTRIBUTIONS. All of the compensations to be paid to the Consultant is for services to be rendered and is not paid pursuant to any agreement or understanding between the Consultant and the District that the Consultant will make any contribution to a political party or candidate.

9. CONFIDENTIAL INFORMATION. From time to time, the District may give Consultant information, either orally or in writing, and indicate that the information is confidential. Consultant shall protect such information, shall not disclose such information to anyone, and shall not use the information for any purpose except for rendering service to the District.

10. INDEPENDENT CONTRACTOR. Consultant agrees that it is an independent contractor. The District shall specify the work to be completed, and Consultant shall be solely responsible for the means and methods of performing the work. Consultant is responsible for payment of its employees and for all withholding taxes, including all federal, state, and local taxes, and all workers' compensation insurance.

11. ASSIGNMENT. Consultant shall not assign its rights or obligations under this Agreement without the prior written consent of the District.

12. ENTIRE AGREEMENT. The foregoing contains the entire Agreement of the parties hereto and supersedes any and all prior written or oral Agreements between the parties relating to the subject matter hereof. No modification of this Agreement shall be binding upon the parties unless the same is in writing signed by the parties.

EXECUTED this ____ day of __________________, 2010.

[Name of Consultant]

By: ________________________________

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: ________________________________
Subject: Mobile Generators

Staff is recommending the purchase of two mobile generators for backup power for the remote vacuum station and lift stations.
Chuck,

We are close to identifying the manufacturer and distributor for the purchase of two Generators.

1. A 50Kw mobile generator ($24,000) with the semi permanent use as the backup generator for Vac Station F (Remote). Buying a mobile generator will facilitate additional uses as a backup or emergency generator.

2. A 35Kw mobile generator ($21,000) to be use for plant and collection system requirements when electrical service has been interrupted or is not available and as an Emergency Generator to power unique and Independent package plants that fail for electrical or emergency situations.

Mark
The attached agreement is the latest version of the proposed Islamorada/Key Largo Wastewater Treatment District agreement. PRMG and Manson Law Group will be represented at the meeting to answer questions from the Board and receive direction. 
 AGREEMENT FOR
WASTEWATER SERVICES

THIS AGREEMENT FOR WASTEWATER SERVICES ("Agreement") made and entered into this ___ day of __________, 20___ by and between the Key Largo Wastewater Treatment District, an independent special district of the State of Florida located in Monroe County that is organized and exists under ch. 2002-337, Laws of Florida, as amended ("District or Party"), and the Village of Islamorada, a municipal corporation existing under the laws of the State of Florida located in Monroe County ("Customer or Party"). Collectively hereafter, the District and Customer may be referred to as the "Parties."

WITNESSETH:

WHEREAS, District owns and operates a wastewater collection, treatment, and disposal system, herein referred to as "the System"; and

WHEREAS, District has constructed a regional treatment plant at Mile Marker 100.5 Overseas Highway, Key Largo, Florida ("RTP"), which when completed, will be a 2.3 million gallon/day treatment plant together with any additions, upgrades, and improvements, and a component of the System; and

WHEREAS, Customer provides wastewater collection services to certain real property located within the Village of Islamorada, Florida; and

WHEREAS, District agrees to provide, and Customer agrees to pay for wastewater treatment and disposal service ("Wastewater Services") subject to the terms of this Agreement; and

WHEREAS, District and Customer are committed to comply with all applicable Federal, State and Local statutes, rules and regulations governing wastewater systems and with the terms of this Agreement; and

WHEREAS, The District's RTP with a treatment capacity of 2.3 million gallons per day of wastewater treatment and disposal facilities has sufficient design capacity to handle the expected flows from Customer's wastewater collection system; and

WHEREAS, District and Customer covenant and agree that they have the power and authority to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants and promises contained herein, the Parties hereby agree as follows:

1. DEFINITIONS

As used in this Agreement:

(a) "Agreement" means this Agreement for Wastewater Services and any amendments or supplements hereto.

(b) "Capacity Allocation" means the wastewater treatment capacity for 1.4 million gallon annual average daily flow, that the District agrees will be available at
the RTP, throughout the term of this Agreement for treatment of sewage collected within all of the Customer's retail sewer service area except the North Plantation Key Service Area.

(c) "Capacity Allocation for North Plantation Key Service Area" means the wastewater treatment capacity at the RTP of 0.3 million gallon average annual daily flow that the District agrees to make available in the future, as limited herein, throughout the remaining term of this Agreement, if the Customer elects to decommission its North Plantation Key Wastewater Plant and pays the additional Capacity Allocation Charge of $1,500,000.00.

(d) "Capacity Allocation Charge" means that amount charged for capacity as measured by annual average daily flow, express in millions of gallons per day to Customer.

(e) "Customer" means the City of Islamorada, a municipal corporation in Monroe County, Florida.

(f) "Customer System" means the wastewater collection, treatment, and disposal system owned by the Customer up to the Point of Connection.

(g) "Customer System Meter" means a meter and appurtenant equipment that is installed, operated, maintained and repaired by the Customer located on the Customer's System immediately prior to the Point of Connection.

(h) "District" means the Key Largo Wastewater Treatment District, an independent special district in Monroe County, Florida.

(i) "District's Collection System" means only the collection system of the District for its customers.

(j) "District Meters" means the four (4) meters and appurtenant equipment that is installed, operated, maintained and repaired by the District in order to calculate the flow of Wastewater from each of the transmission lines providing Wastewater to the RTP for treatment and disposal.

(k) "District Policies" means those policies regarding wastewater quality standards for all industrial or wholesale customers set by the District in writing in a policy manual. These District Policies will be modified, amended or revised from time to time to address the needs of the RTP and regulatory requirements.

(l) "EPA" means the United States Environmental Protection Agency.

(m) "FDEP" means the Florida Department of Environmental Protection.

(n) "MGD" means million gallons per day.

(o) "Point of Connection" means the point where the RTP is physically connected with the Customer's conveyance system and is more specifically described in Exhibit "A" and incorporated by reference herein.

(p) "RTP" means the wastewater treatment and disposal facility owned by the District that is located at Mile Marker 100.5 Overseas Highway, Key Largo,
Florida, is a 2.3 million gallon per day treatment plant together with any additions, upgrades, and improvements.

(q) "Total RTP Flow" means the combined total flow of Wastewater being transported to the RTP for treatment and disposal from the District's Collection System and the Customer.

(r) "Total RTP Flow Meter" means the meter and appurtenant equipment that is installed, operated, maintained and repaired by the District that determines the combined total flow of Wastewater being transported to the RTP for treatment and disposal from the District's Collection System and the Customer.

(s) "System" means the wastewater collection, treatment, and disposal system owned by the District.

(t) "Total Capacity Allocation" means the combine Capacity Allocation for its retail sewer service area and the Capacity Allocation for North Plantation Key Service Area of 1.7 million gallon annual average flow, if the Customer elects to take the Capacity allocation for North Plantation Key.

(u) "Wastewater" means sewage or effluent of any nature or originating from any source.

2. SERVICE
(a) District agrees to provide and Customer agrees to pay for Wastewater Services during the term of this Agreement and in accordance with the terms and conditions hereinafter set forth.

(b) Initially, District agrees to provide a Capacity Allocation for the treatment of wastewater from Customer up to a maximum annual average daily flow of 1.1 million gallons, in accordance with the terms of this Agreement and the standards of applicable rules, regulations and District Policies. District also provides, within five years of the effective date of this Agreement, Customer has the option to elect to add the Capacity Allocation for North Plantation Key Service Area for additional Capacity Allocation Charge of $1,500,000.00.

(c) The District shall operate and maintain the System in accordance with applicable law and lawful rules of all regulatory agencies having jurisdiction, including the EPA and FDEP.

(d) The District agrees that it will apply the same quality standards adopted by District Policies for Wastewater received from its customers within the District and the Customer.

3. POINT OF CONNECTION
All Wastewater delivered to the District from Customer under this Agreement shall be delivered to a Point of Connection between the System and the Customer's System.

(b) District shall own all of its wastewater facilities and appurtenances from the Point of Connection to the RTP. Customer shall own all its wastewater facilities up to the Point of Connection.

4. METERING

(a) District shall be responsible for the installation, operation, maintenance, and replacement of an 18 inch diameter wastewater meter together with appurtenant equipment, including recorders at the location shown in Exhibit "B" ("the Total RTP Flow Meter") that shall be used to determine the combined total flow of Wastewater being transported to the RTP for treatment and disposal from the District and the Customer (the "Total RTP Flow") and the calculation of charges due from the Customer for the transportation, treatment and disposal of Wastewater from the Customer's System. The District shall also install, operate, maintain and replace four (4) wastewater meters of varying sizes together with appurtenant equipment, including recorders (the "Flow Meters") at the location shown in Exhibit "C". On or before the fifth (5) day of each calendar month, the District shall report the figures of the actual flows of the Customer and the District into the RTP for the preceding month to the Customer.

(b) One of the Meters shall be the meter that is located at the Point of Connection to measure the flow of Wastewater from the Customer's System into the District's System (the "Customer Meter"). The remaining three Meters shall be installed in order to measure the flow of Wastewater from the District's transmission mains into the RTP.

(c) On a monthly basis, the District will review the Total RTP Flow with the flows from the Meters and the Total RTP Flow Meter to ensure that the meters are operating properly.

(d) District shall inspect and calibrate the Meters and the Total RTP Meter at least once each year. No later than January 31st of each year, District shall calibrate the Customer Meter and provide the results of the certified calibration to Customer in writing. The metering equipment shall record total flow from Customer with an error tolerance not to exceed ± five percent (5%) of the full scale reading, suitable for billing purposes.

(e) District shall read the Customer Flow Meter for billing purposes each month.

(f) Customer shall have the right to check the accuracy of the Customer Meter at any time by notifying District in writing and requesting that the Customer conduct an inspection of the Customer Meter. The District shall provide a date and time for the Customer inspection and provide at least three (3) business days advance written notice to Customer of the date of such inspection. Customer shall provide a report of the inspection findings to District within thirty (30) days of the completion of such inspection. If the Customer Meter is found to be recording
flows within ± five percent (5%), Customer shall bear the cost of such inspection and shall reimburse District for the inspection costs within thirty (30) days of receipt of invoice for those costs. The term "inspected" used in this provision shall mean an inspection by personnel certified by the manufacturer of the Customer Meter to test and calibrate the accuracy of the Customer Meter.

(g) If the Customer Meter is found to be in error exceeding ± five percent (5%) of true accuracy, it shall be re-calibrated in accordance with the manufacturer's recommended standards at District's expense. The Parties shall then review the monthly wastewater service bills since the last inspection or calibration of the meter to attempt to identify when the error rate began to exceed ± five percent (5%). In conducting their review, the Parties shall consider relevant historical wastewater flow data from previous years, seasonal and unseasonable weather conditions, significant events impacting Customer's collection system (e.g., malfunctions, repairs and improvements), significant construction and development activities, as well as any other matters which may account for material changes in the amount of wastewater produced by Customer. If the Parties are unable to establish, to a reasonable degree of certainty, a time since the meter was last inspected or calibrated where it appears that the monthly wastewater flow from Customer, as measured by the meter, began differing from actual monthly wastewater flow from Customer by more than ± five percent (5%), it shall be presumed the error began occurring on the mid-point date between the previous inspection or calibration and the date on which the error rate was confirmed through inspection or re-calibration. The District shall adjust the monthly wholesale wastewater service bills paid by Customer to District since the date the Parties identify as the date on which the meter began malfunctioning. Customer shall pay to or receive from District the sum of the difference between the wastewater service bills invoiced since the meter began malfunctioning and the re-computed wastewater service bills for that period. Amounts due or owed by Customer will be paid in equal monthly instalments over the number of months the error rate exceeded ± five percent (5%) beginning the month following re-computation of the wastewater service bills for that period.

(h) The Customer shall also be required to install, operate, maintain and replace a wastewater meter together with appurtenant equipment on the Customer's System immediately prior to the Point of Connection (the "Customer System Meter"). In the event of complete or partial failure of the Customer Meter to register the Customer's wastewater flow, the District shall determine the estimated Customer flow based on the difference between the Total RTP Flow Meter and the District Meters, not including the Customer Meter.

5. COMPLIANCE WITH FEDERAL, STATE, AND LOCAL REQUIREMENTS

Customer and District agree to comply with all applicable Federal, State, and Local regulations including, but not limited to, Federal pretreatment, cross connection control regulations and salinity. Customer shall execute the Industrial Pretreatment Agreement attached as Exhibit "D" and incorporated by reference herein. In addition,
the General Manager of the District and the City Manager of the Customer shall jointly develop and execute an operations protocol that will include, but is not limited to, the Customer's specific testing parameters of its wastewater flow, including salinity, the frequency of such tests, the submission of data to the District and verification of such data by the District.

6. CUSTOMER'S WASTEWATER QUALITY REQUIREMENTS

(a) The Customer acknowledges and agrees that any right to connect the Customer's wastewater facilities to the District's System is subject to the terms, covenants and conditions set forth in this Agreement.

(b) The Customer agrees and warrants that its wastewater system and any extension thereof shall be operated and maintained in accordance with the requirements of all applicable local, state and federal laws, rules, regulations and permit conditions. The operation and maintenance of all facilities on the Customer's side of the point of connection shall be the sole responsibility of the Customer. The Customer shall adopt and enforce all regulations as are necessary to assure compliance with the District's pretreatment requirements, Florida Department of Environmental Protection's discharge standards and the United States Environmental Protection Agency's discharge standards. The Customer shall also comply with the Industrial Pretreatment Agreement in Exhibit "D" and the operations protocol required by section 5.

(c) The Customer, at its sole cost and expense, shall operate and maintain in a diligent manner all Customer structures, force mains, pumps, Meter equipment and other facilities required for the collection and transmission of Wastewater to the Point of Connection.

(d) The District reserves the right to inspect the Customer's System at no cost to the Customer to ascertain that Customer's System is being properly maintained. These inspections shall be made at reasonable times and upon reasonable notice in such manner as to least disturb the normal operation of the Customer. The Customer hereby agrees to pursue and maintain diligent efforts on a regular and timely basis to reduce infiltration and inflow and to comply with all applicable local, state and/or federal ordinances, laws and regulations regarding infiltration and inflow correction or reduction as now are in effect or as enacted in the future.

(e) The Customer recognizes that the District's standards for wastewater service are subject to future modifications as a result of change in the future of applicable local, state and federal laws and regulations. Accordingly, the Customer agrees that it will abide by and be bound by all present and future applicable local, state and/or federal laws, standards, rules, regulations, permit conditions and other requirements related to wastewater.

(f) The wastewater from all retail customers of the Customer discharged into the Customer's System shall conform to the requirements of all applicable local, state and federal regulatory agencies.

(g) The Customer agrees that if any wastewater is discharged by the Customer into the District's System that are prohibited by this Agreement or that contain
substances or possess characteristics contrary to the requirements of District's Policies or is in violation of any applicable local, state or federal law or regulation regarding wastewater, or which otherwise create a hazard to health or property, or constitute a public nuisance, the District shall give thirty (30) days notice provided by electronic mail or facsimile to the Customer's city manager to discontinue such harmful operation or practice. Should Customer fail or refuse to correct such harmful condition within thirty (30) days of such written notice, District may, at its sole discretion:

i. Require pretreatment by the Customer to an acceptable condition as determined by the applicable local, state or federal agency prior to discharge into the District's System;

ii. Require control over the quantities and rates of discharge;

iii. Require payment to cover the cost of handling and treating such waste, including any applicable fines or penalties as provided under District's Policies and regulations or state or federal law as the same may be amended from time to time; and/or

iv. Provide remedies to such conditions and charge all costs of the remedy to Customer, including the cost of repairing damage to District's System caused or occasioned by the condition.

(h) Customer understands and acknowledges that the infiltration of fresh or saltwater into its wastewater system causes the capacity of District to treat wastewater to be diminished and creates problems with District's ability to treat and dispose of wastewater. Customer agrees that at the Point of Connection to District's system, salinity levels shall not exceed the local limit established for salinity in the District's Policies, unless such salinity levels are due to extreme natural disaster or Act of God (i.e. hurricane, tropical storm event.) In the event Customer's Wastewater exceeds the limit set in the District Policies, Customer shall pay the Salinity Surcharge pursuant to provision 8.(a)v. Customer shall provide appropriate sampling locations for District to sample Customer's wastewater to verify Customer's compliance with this Agreement. Customer further agrees to keep its wastewater collection system in such repair or conditions so that infiltration and inflow will be controlled. Four years from the effective date of this Agreement, Customer shall undertake a comprehensive sanitary sewer evaluation study to identify excess inflow and infiltration and implement a program to control excess inflow and infiltration through a sewer rehabilitation program and shall submit annual reports to District concerning its maintenance, operation, and management program. In the event Customer's Wastewater exceeds the limit set in the District Policies, Customer shall pay the Excessive Inflow and Infiltration Surcharge pursuant to 8.(e)vi.

(i) Customer agrees to maintain, operate, and manage Customer System, including its Collection System in compliance with all applicable federal, state and local government requirements as amended or changed in the future.

(j) Customer agrees to deliver its Wastewater to the District RTP. Customer agrees to prohibit the delivery of Wastewater to the District System that will interfere with the treatment process and agrees to provide or require such pretreatment of
sewage to meet acceptable effluent standards of the District System. The delivery of Wastewater from the Customer's System to the District System shall be regulated and shall conform to the prohibitions and limitations established in District Policies.

(k) The Customer shall deliver wastewater flow to the Point of Connection at the pressure necessary to deliver the wastewater through the District System and to lift the Wastewater to the headworks of the RTP without the need for additional pumping by the District. The Customer's Engineer shall determine the appropriate pumping and pressure needs by modeling the combined Systems from the Point of Connection to the discharge point at the RTP headworks using a recognized computer assisted design program specifically developed for such modeling. This pressure and pump capacity shall be approved by the General Manager prior to construction by the Customer of its transmission pipeline.

7. WASTEWATER FLOWS

In order for the District to adequately plan for future capacity demands, within one (1) year of the effective date of this Agreement and on or before each June 1 thereafter, the Customer shall submit to the District the Customer's projected annual Wastewater capacity demands for each calendar year for the next five years. The Customer agrees that its projected Wastewater capacity demands for the first projected calendar year of the five year projections shall be utilized for calculating the Minimum Charge pursuant to provision 8.(a) and that the District shall provide only that Capacity Allocation annually as shown in the Customer's subsequent year projection.

(a) The District shall accept Wastewater flows from the Customer up to its Capacity Allocation unless additional flows are accepted pursuant to subparagraph b. below.

(b) The District may, but shall not be required to, accept Customer flows in excess of 120% of the Customer's Capacity Allocation. The Customer shall take all steps necessary to ensure that peak flows conveyed to the District do not exceed the peak wastewater flow limit of 1.75 million gallons per day for the Capacity Allocation of 1.4 million gallon annual average daily flow and 2.125 million gallons for the Total Capacity of 2.1 million gallons annual average daily flow. The Customer shall not exceed its Capacity Allocation for more than ninety (90) days in any twelve (12) consecutive month period. Should, over a ninety (90) day period, the Customer's Wastewater flows exceed the Customer's Capacity Allocation, the Customer shall take steps to reduce the amount of flow sent to the District's System or shall increase its Capacity Allocation by securing additional Capacity from the District by a separate written agreement. In the event that the Customer fails to reduce the amount of its flow or to secure additional Capacity Allocation after this ninety (90) day time period, the District may take such actions as necessary, at the Customer's expense, to control or limit Wastewater flows from the Customer to its Capacity Allocation, including but not limited to installing structures and mechanical devices to regulate the flow from the Customer or in the District's sole discretion, assess the Customer for
additional Capacity Allocation to provide for treatment of the Customer's Wastewater flows.

(c) In the event that the performance of this Agreement by either Party is prevented or interrupted in consequence of any cause beyond the control of either Party, including, but not limited to Acts of God, allocations or other governmental restrictions upon the use of or availability of plant capacities, rationing, windstorm, hurricane, terrorism, earthquake, or other casualty or disaster or catastrophe, unforeseeable failure or breakdown of pumping transmission or other facilities, any and all governmental rules or acts or orders or restrictions or regulations or requirements, acts or actions of any government or public or governmental authority or commission or board or agency or agent or official or officer, the enactment of any statute or ordinance or resolution or regulation or rule or ruling or order, order of decree or judgment or restraining order of injunction of any court, said Party shall not be liable for such non-performance. Each Party agrees to promptly notify the other Party of any such event that would prevent it from performing its obligations pursuant to this Agreement. Each Party shall provide the other with a contact name and phone number for 24-hour availability in the event of an emergency.

(d) District reserves the right to restrict or otherwise limit the amount of capacity available to Customer during periods of emergency, storms, or other intermittent or temporary events when, in the sole discretion of District, such restrictions or limitations are necessary for the efficient and effective operation of its system. District agrees to notify Customer in advance, if practicable, and to promptly notify Customer of any such event that would require it to restrict or otherwise limit its ability to treat wastewater from Customer.

(e) The District is not required to accept wastewater flow from the Customer if prohibited by any applicable federal, state, regional or local statute, rule, ordinance, law, administrative order or judicial decree or in violation of applicable permits. If, at any time, there is insufficient capacity of the RTP to fully meet the Customer’s Capacity Allocation for any reason, then the Customer shall have its Capacity Allocation reduced on a pro-rata basis based on the total capacity of the RTP at the time of the reduction resulting in the reduction of the RTP’s capacity to be equally shared by the District and the Customer.

8. RATES AND CHARGES
(a) District rates are as follows:

1. Volume Service Charge (Flow Charge). This component shall be computed and billed on a monthly basis at an initial rate of ____ per thousand gallons and escalated annually as set forth below. The monthly charge is calculated based on the Flow Charge multiplied by greater of: 1)
Metered Wastewater usage as measured by the Customer Service Meter in thousand gallons or fraction thereof; or 2) a minimum charge calculated as 25.0% of the current year Customer's wastewater capacity demand expressed in thousand gallons on a monthly basis (for example: if current year Customer demand is 500,000 gallons per day and current Flow Charge is $5.33; minimum monthly charge is equal to $5.33 multiplied times 25% of 500,000/1000 x 30 days = $5.33 x 3,750 = $19,987.50 per month).

ii. On or after December 31 of the fifth calendar year from the effective date of this Agreement, either party may request the Flow Charge to be modified to conform with the process set forth in Exhibit D. The rate shall then be modified pursuant to the parameters provided for in Exhibit E and adopted as the Flow Rate replacing the Flow Rate specified above. This modification to the rate by the District shall be performed and completed with 180 days and incorporated into the following budget year after its completion.

iii. High Strength Waste Surcharge. This component shall be calculated by the formula provided in the District Policies.

iv. Salinity Surcharge. District has the right to review and District approval must be obtained by the Village for pump designs that will not exceed the peak hourly flow to the District's system. This component shall be computed as follows: The surcharge will be assessed as a multiplier applied to the Flow Charge for each day that the salinity exceeds 3.0 parts per thousand at any time during that day. The multiplier will be calculated according to the formula:

\[ \text{Multiplier} = (1 + \left( \frac{N_s}{35} \right))^{3} \]

where \( N_s \) is the peak diurnal salinity measured in Parts per Thousand.

v. Excessive Inflow and Infiltration Surcharge. This component shall be computed as follows: The surcharge will be assessed as a multiplier applied to the Flow Charge for each day that the diurnal flow exceeds 1.75 million gallons. The multiplier will be calculated according to the formula:

\[ \text{Multiplier} = \left( \frac{Q_{\text{daily}}}{1.75} \right)^{2} \]

where \( Q_{\text{daily}} \) is the measured total flow for each day that the flow exceeds the allowed maximum of 1.75 MGD.

vi. Industrial Cost Recovery Surcharge: This component shall be structured as required by current United States Environmental Protection Agency Regulations.

(b) Unfunded Improvements. For improvements that are not the result of normal repair or renovation, i.e. any future changes to the RTP to comply with new state or federal treatment requirements, the District shall first notify the Customer of the need of an improvement and schedule a meeting to advise and explain to the Customer the need for the improvement. Not less than ninety (90) days after such meeting, if the District determines that the proposed improvement is necessary to comply with new treatment requirements or would be beneficial and in the best interest of the RTP, the
District may commence work on the final design of the improvement and invoice the Customer for work performed in proportion to the Customer’s Total Capacity Allocation to the total capacity of the RTP at the time of the invoice. The Customer shall pay all invoices within thirty (30) days of receipt of such invoice from the District. The District shall not be required to provide financing to the Customer, nor shall the District carry the Customer’s share of any improvement costs for a period in excess of thirty (30) days from Customer’s receipt of notice of the invoice, unless the District voluntarily consents to do so by separate written agreement. Subject to the obligation of each Party to pay their proportionate share of the cost of any improvements, the District shall permit, manage, design, construct, inspect, test and place into service all improvement projects. The Customer agrees to use its best efforts to cooperate with the District in the design, construction, operation and maintenance of all improvement projects and shall promptly review any submittals sent by the District or give such other consideration of information as requested by the District and reasonably necessary to the improvement. The District shall make available upon written request, all records to the Customer regarding the design, construction and placing into service of all improvements and payments therefore. The Customer shall be sent copies of all regulatory agency reports required to be filed by the District related to any improvements if requested by the Customer.

(c) The charges and fees required to be paid under subparagraph a. of this paragraph by the Customer are applicable once the Customer’s wastewater flows are received by the District’s System or three (3) years from the effective date of this Agreement, whichever comes first.

(d) If the District is required to increase capacity of the RTP to handle increased wastewater flow from properties within the District boundaries, the Customer shall not be responsible for any capital improvements or operating cost increases resulting from such expansion.

9. **BILLING/NON-PAYMENT/SUSPENSION**

(a) Billings for services provided in accordance with this Agreement shall be rendered monthly. Invoices will be mailed by the 10th day of the month following the month for which service has been provided, based on the meter readings of the Customer Flow Meter taken by District employees on or about the 28th day of each month. Amounts billed on such invoiced are due when rendered. The District shall bill the Customer in accordance with the rates, fees, charges, and surcharges which are duly in effect at the time service is delivered. Payments not received by the District on or before twenty-five (25) days after the postmark date of the invoice shall be subject to a late charge to be determined by the District, such charge to defray the District costs in processing and otherwise administering late payments. In addition, per annum interest shall accrue on the past due charges including the maximum legal rate provided by Florida law for contracts in which no interest rate is specified, for each day, including Saturdays, Sundays and holidays, from the past due date until the date of receipt of payment by the District. For purposes of this paragraph, date of receipt of payment shall be the date of physical receipt of the payment by the District if hand-delivered or mailed, or date of transfer to the District’s bank, if electronic funds transfer is used. In
addition, failure of Customer to pay all or any portion of the District's invoice shall constitute a breach of this Agreement.

(b) Except as provided in this Agreement, the use and amount of the Customer's Capacity Allocation may not be reduced by the District during the term of this Agreement. In the event of non-payment of any amount due and owing hereunder, upon thirty (30) days written notice, the District may, in its capacity as treatment facility operator, discontinue approving permit applications allowing the Customer (and applicants within the Customer) to connect to or transmit additional wastewater to the RTP until the Customer cures such non-payment in full, together with all applicable interest. The remedies contained in this paragraph are non-exclusive and the District expressly reserves the right to pursue any and all other remedies available to it under law or in equity to obtain payment of amounts due.

10. PURCHASE OF CAPACITY ALLOCATION

(a) In order to offset the capital costs incurred, and to be incurred, by District in connection with the design and construction of RTP of sufficient design capacity to handle the expected flows from Customer's System, Customer shall pay $11.5 million as its Capacity Allocation Charge to District for its Capacity Allocation of 1.4 million gallons in the RTP. The Customer shall pay $1.15 million, of the Capacity Allocation Charge within ninety (90) days of this Agreement's Effective Date. The balance plus interest, at a rate of 4% percent, shall be paid by the Customer to the District on a monthly equal basis with the first monthly payment beginning no later than three (3) years from this Agreement's Effective Date or the first month after Customer's Wastewater is received at the RTP, whichever comes first and the final payment being received no later than ten (10) years from the Agreement's Effective Date. If the Customer chooses to purchase the Capacity Allocation for the North Plantation Key Service Area of 300,000 gallons within the five (5) year option period, the additional Capacity Allocation Charge of $1,500,000.00 plus interest of 4% percent shall be added to the monthly payment on a monthly equal basis for a time period not to exceed the date of the final payment due on initial Capacity Allocation Charge.

(b) If the Customer terminates the Agreement by action, inaction or breach prior to the final payment being received by the District, any outstanding payments of the Capacity Allocation Charge immediately becomes due and all monies shall be paid by the Customer within thirty (30) days of the Customer giving notice of termination.

(c) Customer's obligation for the Capacity Allocation Charge is irrevocable and shall survive termination of this Agreement for any reason.

11. CUSTOMER'S CONSTRUCTION AND MAINTENANCE OF TRANSMISSION FACILITIES

(a) Customer's System. The Customer shall build, operate and maintain any transmission facilities necessary to carry Customer's wastewater flows from
Tavernier Creek to the District’s System at the point of connection.

(b) The transmission main shall be ________________.

(c) The pump master station shall be constructed and maintained at approximately ________________. The District shall cooperate with the Customer in locating the property necessary for its construction. The master pump station shall be ________________.

(d) The transmission main, master pump station and any utility appurtenances constructed by the Customer shall be located so as to maintain a reasonable clearance on all sides of the District’s System to allow for necessary operations and maintenance access. The District agrees to make reasonable efforts not to interfere with any Customer’s operations on District-owned lands and rights-of-way. The Customer agrees to make reasonable efforts not to interfere with any District operations on Customer-owned lands and rights-of-way.

(e) The Customer is responsible for all costs for the construction, operation and maintenance of its wastewater system, including the collection system, local pump stations, transmission main, and master pump station required by this Agreement.

12. NO ACQUIRED RIGHTS

Neither Party shall, by reason or any provision of this Agreement, or the use of facilities thereunder, or otherwise, acquire any vested or adverse right or future right, in law or equity, in the treatment, collection or disposal system owned by the other Party. The use, rental, or license of treatment services after the expiration of the initial term of this Agreement or under any renewal thereof shall not be deemed to initiate, create, or vest any rights, save those herein expressly stated and enumerated.

13. RESTRICTION ON SERVICE

Nothing in this Agreement shall grant a right to the Customer to, and the Customer agrees that it shall not, provide any wastewater service to users located within the District’s service area, as it exist as of the date of this Agreement and into the future.

14. OWNERSHIP

It shall be understood between the Parties hereto that each Party owns its own wastewater collection system and each is a separate and independent system from the other. Further, the District’s System shall be the sole property of the District regardless of any purchase of Capacity Allocation made, or to be made, by Customer.

15. DISCONNECTION
Should this Agreement terminate for any reason, the connections, pipes and appliances connected to the District System shall be disconnected by the Customer within one (1) year of termination.

16. TERM

Unless terminated sooner as otherwise provided in this Agreement, the term of this Agreement shall be for thirty (30) years from its Effective Date ("Initial Term"), provided that this Agreement may be terminated by mutual consent and agreement of the Parties. Thereafter, this Agreement shall automatically renew for two (2) ten (10) year terms unless notice is given by either Party to the other at least thirty-six (36) months prior to the expiration of the Initial Term of any renewal term terminating this Agreement effective as of the expiration of the then current term.

18. ASSIGNMENT BY THE CUSTOMER

Customer may not assign its rights under this Agreement without prior written approval of District in its sole discretion unless the Customer is assigning its rights under this Agreement to a successor government. Notice of an assignment of rights to another government must be provided to the District in writing. Any assignment so approved shall be in writing and shall be executed with the same formalities as this Agreement. This Agreement shall be binding upon and shall inure to the benefit of the Parties and their respective successors and assigns, whether by merger, consolidation, conveyance or otherwise. The use of a private contractor to construct and operate the Customer’s wastewater utility is not prohibited by this Agreement.

19. ASSIGNMENT/SALE BY THE DISTRICT

The District has the right to sell or assign its System, in part or in whole, to any person or entity, including but not limited to any federal, state, or local governmental entity (or any agency or instrumentality of any such entity) upon such terms and conditions as it may negotiate. Any such sale or assignment shall be subject to the terms and conditions of this Agreement.

20. SUPERSEDES

This Agreement replaces and supersedes any and all prior and contemporaneous negotiations, discussions, and representations of the Parties. This Agreement is the final agreement of the Parties with respect to its subject matter.

21. LIABILITY

The Customer agrees that the District shall not be liable in or any way responsible for any costs, claims or losses incurred by the Customer as a result of actions by regulatory bodies, including the Department of Environmental Protection or
any other agency having jurisdiction over such matters regarding the Customer's System. The District agrees that the Customer shall not be liable in any way responsible for any costs, claims or losses incurred by the District as a result of actions by regulatory bodies, including the Department of Environmental Protection or any other agency having jurisdiction over such matters regarding the District's System unless the Customer fails to satisfy the wastewater quality requirements provided for in this Agreement and/or by law.

22. **HOLD HARMLESS**

To the extent authorized by law and subject to the limitations of Section 768.28 Florida Statutes, Customer agrees to indemnify, defend, save, and hold harmless District from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by Customer, its agents or employees, or due to any act, occurrence, omission, or negligence of Customer, its agents or employees in the operation of its system. To the extent authorized by law and subject to the limitations of Section 768.28, Florida Statutes, District agrees to indemnify, defend, save, and hold harmless Customer from all claims, demands, liabilities, and suits of any nature whatsoever arising out of, or due to, the breach of this Agreement by District, its agents or employees, or due to any act, occurrence, omission, or negligence of District, its agents or employees in the operation of its system. Nothing contained herein shall constitute a waiver by either party of its sovereign immunity or the limitations set forth in Section 768.28, Florida Statutes, as currently in effect or as lawfully amended in the future.

23. **FORCE MAJURE**

Any cessation of wastewater disposal or other wastewater service interruptions and any consequences caused by force majeure, inevitable accident or occurrence or cause beyond the reasonable control of the District, shall not constitute a breach of this Contract on the part of the District and the District shall not be liable to the Customer or its inhabitants or customers for any damage resulting from such cessation or interruption of wastewater disposal service. As used herein, force majeure shall mean an act of God, which includes but is not limited to sudden, unexpected or extraordinary forces of nature such as floods, washouts, storms, hurricanes, fires, earthquakes, landslides, epidemics, explosions or other forces of nature. Inevitable accidents or occurrences shall mean those which are unpreventable by the District and shall include but not be limited to strikes, lockouts, other industrial disturbances, wars, blockages, acts of terrorism, insurrections, riots, federal, state, county and local governmental restrictions, regulations and restraints, military action, civil disturbances, explosions, and conditions in federal, state, county and local permits.

24. **NOTICE**

All notices, requests, and other communications which are required or permitted pursuant to this Agreement shall be in writing and shall be deemed to have been duly
given or delivered personally when sent by facsimile, telex or telegram, electronic mail to the General Manager of the District or the City Manager of the Customer, or when mailed, registered or certified, first-class postage pre-paid as set forth below:

If to District, to:

Key Largo Wastewater Treatment District
General Manager
PO Box 491
Key Largo, FL 33037

with a copy to:

Thomas M. Dillon
P.O. Box 370736
Key Largo, FL 33037

If to Customer to:

with a copy to:

25. SEVERABILITY

If any one or more sections, clauses, sentences or part of this Agreement shall for any reason be questioned in any Court, and shall be adjudged unconstitutional or invalid, such judgment shall not affect, impair or invalidate the remaining provisions thereof, but shall be confirmed in its operation to the specific provisions so held unconstitutional or invalid and the inapplicability or invalidity of any section, clause or provisions of this Agreement in any one or more instances shall not affect or prejudice in any way its applicability or validity in any other instances.

26. GOVERNING LAW; VENUE

This Agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be in Monroe County, Florida.

27. DISPUTE RESOLUTION The Parties agree to be bound to utilize the process for dispute resolution set forth in Chapter 164, Florida Statutes.

28. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by different parties on separate counterparts, each of which, when so executed and delivered, shall
be an original and all of which shall together constitute one and the same agreement. Signature pages may be detached from the various counterparts and attached to a single copy of this document to physically form one document. A facsimile version of any signature shall be deemed an original for all purposes.

29. **EFFECTIVE DATE**

Upon execution of this Agreement by the District and the Customer, the District shall have this Agreement recorded in the Public Records of Monroe County. The effective date of this Agreement shall be the date upon which a fully executed Agreement is recorded with the Clerk of the Circuit Courts in Monroe County, Florida.

30. **THIRD PARTY BENEFICIARY**

This Agreement is solely for the benefit of the Parties to this Agreement. No right or cause of action shall accrue upon or by reason hereof, or for the benefit of any person not expressly named as a party in this Agreement.

31. **REMEDIES: WAIVER**

No right or remedy herein conferred upon or reserved to either Party is intended to be exclusive of any other right or remedy, and each and every right and remedy shall be cumulative and in addition to any other right or remedy given hereunder, or now or hereafter legally existing. The failure of either party to insist at any time upon the strict observance or performance of any of the provisions of this Agreement or to exercise any right or remedy as provided in this Amendment shall not impair any such right or remedy or be construed as a waiver or relinquishment thereof with respect to subsequent defaults. Every right and remedy given by this Agreement to the Parties may be exercised from time to time and as often as may be deemed expedient by the Parties, as they case may be.

32. **ATTORNEYS FEES AND COST**

In the event there is litigation arising under or related to Agreement, each party shall pay its own attorney’s fees and costs and expenses incurred in enforcing the Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be exercised in duplicate by their proper officers duly authorized so to do and have affixed their corporate seals the day and year first above written.

KEY LARGO WASTEWATER TREATMENT DISTRICT

ATTEST
Meeting Date: Oct 19, 2010

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

SUBJECT: CFO Candidates

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 10-15-10

Originating Department: General Manager
Costs: 
Funding Source: Acct.
Attachments: Interview results

Department Review:
District Counsel
General Manager
Finance

[ ] Engineering
[ ] Clerk

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

Summary Explanation/Background: The Staff have conducted interviews with several of the CFO candidates and the results of these interviews are attached.

Resulting Board Action:
☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised6
## CHIEF FINANCIAL OFFICER CANDIDATES - EVALUATION OF INTERVIEWS

**Evaluated By:** Chuck Fishburn, Tom Dillon and Marty Waits  
**Date:** 10/15/2010

### CONSENSUS FOR FURTHER CONSIDERATION

<table>
<thead>
<tr>
<th>APPLICANT</th>
<th>Yes / No</th>
<th>COMMENTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Andrews, David S.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Bauman, Gary M.</td>
<td>Yes</td>
<td>Broad knowledge of District and community.</td>
</tr>
<tr>
<td>Fuller, Donald</td>
<td>Yes</td>
<td>Highly qualified for CFO and/or GM. Compensation issues.</td>
</tr>
<tr>
<td>Herbener, Janet</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Lankford, Synthia T.</td>
<td>No</td>
<td></td>
</tr>
<tr>
<td>Madok, Kevin M.</td>
<td>Yes</td>
<td>Broad experience with governmental finance requirements.</td>
</tr>
<tr>
<td>Nichols, Paulene R.</td>
<td>No</td>
<td></td>
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</table>
Meeting Date: Oct 19, 2010  
Agenda Item No. 6

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

SUBJECT: Report on damage to private property.

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 10-15-10

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

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

Engineering____  
Clerk____

Advertisements:

Date:  
Paper:  
[X] Not Required

Summary Explanation/Background: This has not been resolved at this time but an update will be given to the Board.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
TAB 2
Meeting Date: Oct. 19, 2010
Agenda Item No.: 7

[ ] 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: 10-15-10

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

| [ ] Engineering |
| [ ] Clerk |

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

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

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

Summary Explanation/Background:
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 10/19/2010

Prepared by: Connie Fazio  Date: 10/14/2010

## CONSOLIDATED CASH BALANCE FORWARD

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Administration &amp; Operations</strong></td>
<td></td>
</tr>
<tr>
<td>Cash Balance A&amp;O Account Forward</td>
<td>$ (271,824.95)</td>
</tr>
<tr>
<td>Plus: Miscellaneous Service Charges</td>
<td>22,700.12</td>
</tr>
<tr>
<td>Wastewater Service Revenue</td>
<td>-</td>
</tr>
<tr>
<td>Line of Credit</td>
<td>-</td>
</tr>
<tr>
<td><strong>Total Revenue</strong></td>
<td>22,700.12</td>
</tr>
</tbody>
</table>

Less: Administration

- Mountain Glacier: 5 Gallon Water: 10.48
- State of Florida: Dept of Mgmt Svcs: Phones: 18.98
- Islamorada Village of Islands: Meeting DVDs: 30.00
- FP Mailing Solutions: Postage Meter Scale 9/25-12/24/10: 104.85
- Keys Consortium: Employee Drug Testing: 156.00
- Florida Dept. of Community Affairs: Annual Certification: 175.00
- Comcast: Internet - District Office: 219.85
- The Reporter: Advertisements: Budget ad and CFO ad: 459.32
- PRMG: Public Resources Mgmt Group: Wastewater Sufficiency Report: 434.00
- Cooke Communications: Free Press Advertisements: Budget ad & CFO ad: 1,090.53
- GSC: Assessment Roll Processing: 2,500.00
- Cynergy Consulting: Government Consulting Svcs: Oct. 2010: 3,000.00
- Hicks-Richardson Associates: Lobbyist - September 2010: 3,382.00
- Vital Signs: Dedication Ceremony Souvenir Programs: 3,400.00
- The UPS Store: Postage for Phase 3: 30 day notices certified mail: 9,000.00

Less: Shared Expenses

- Federal Express: Shipping: 98.97
- UniFirst: Employee Clothing: 143.42
- Keys Sanitary Service: Trash: 450.64
- TerraNovaNet: Network Mgmt Svcs.: 478.00
- Sprint: Telephone: 531.17
- Office Depot: Supplies: 2,887.08
- Group Health administration fees: 3,251.41
- Group Health fees: 6,929.64
- Staff salaries and benefits for month: 41,830.81

Less: Operations

- Xenco Laboratories: Lab Services: 30.00
- Kevin Champion: Expense Report: Work boot purchase reimbursement: 58.32
- Bryan Answering Service: 78.00
- Napa Auto Parts: Supplies: 119.28
- John Pennekamp State Park: Refund for Reduction of Base Facility Charge: 141.12
- Sunshine State One Call of Florida: Monthly Assessment Billing: 308.30
- Keys Supply of Key Largo: Supplies: 384.42
- Monroe County Health Department: Vaccines/Immunizations for employees: 426.03
- Sanders Laboratories: Lab Testing: 490.00
- FKEC: Electric: Vac Station D: 2,376.46
- Travelers: Flood Insurance: 7,867.00

Sub-total Invoices: 92,417.08

Cash Balance A&O Account If All Paid: $ (341,541.91)
**South Components**

Cash Balance KLSC Account Forward $ (4,999,926.61)

Plus: ACOE Partial Draw 16 700,338.16

Sub-total Receipts 700,338.16

Less:
- Keys Sanitary Service: Trash 40.92
- TerraNovaNet: Network Mgmt Svc. 100.00
- Mark Weis: Expense Report - Mileage Reimbursement 165.60
- KLI True Value: Supplies 225.02
- Timothy Bricker: Expense Report: Mileage Reimbursement 270.00
- Sprint: Telephone 276.69
- FKEC: Electricity: Deposit - Vac Station I 400.00
- Utility Trailer Sales & Leasing: Trailer to Store Vac K Vacuum 440.00
- Cottrell Welding and Fabricating: Vac I 540.00
- Ted Beighey: Expense Report: Mileage Reimbursement: 9/13-10/8 556.00
- Lee Briske: Expense Report: AirVac School 879.37
- AirVac: Single Buffer and Freight 7,486.00
- WF McCain & Associates: Basins G & H, Application #1 & #20 14,215.09
- Overholt Construction: Application #19 Retainage to 5% Vac I 38,224.16
- Staff salaries and benefits for month 52,123.08
- Metro Equipment Service: Application #9 - STM 148,313.64
- Metro Equipment Service: Application #22- Basins G, H, I 328,793.10
- Redland Company: Application #13, Basins E, F & Mini Vac Station 201,375.34
- Overholt Construction: Application #20 316,705.66
- J.A. LaRocco - App #36: Basin I-2, 3 & Vac Upgrade 442,427.78
- Fountain Engineering: Application #39: Basin G 477,573.55

Sub-total Invoices 2,031,131.00

Cash Balance KLSC If All Paid $ (6,330,719.45)

ACOE Grant Draw #16 Submitted 09/14/10 $1,391,347

**North Components**

Cash Balance KLNC Account Forward $ 1,782,786.56

Plus:

Sub-total Receipts

Less:
- Mark Weis: Expense Report - Mileage Reimbursement 32.00
- Sprint: Telephone 94.20
- Mastermans: OSHA Stickers 100.33
- KLI True Value: Supplies 164.92
- Keys Supply of Key Largo: Supplies 219.23
- TigerDirect: Netgear Firewall 297.88
- USA Bluebook: Supplies 1,604.87
- FKEC: Electric - Vac Station A 2,010.76
- All Southern Trucking: Repair Leaks in Basin A 9,260.00
- Fountain Engineering: Application #39 Retainage Basin A & B 15,656.24
- Staff salaries and benefits for month 54,514.74
- Wharton-Smith Construction: Application #21 235,453.43
- Fountain Engineering: Application #40 Retainage Basin A, B, C 487,210.54

Sub-total Invoices 806,609.14

Cash Balance KLNC Account If All Paid $ 976,177.42

**CONSOLIDATED CASH BALANCE IF ALL PAID** $ (5,696,083.94)

**NOTE:** A TOTAL OF $1,391,347 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING.

Approved for payment:

__________ __________  __________
Norman Higgins, Chair     Date      Susan Hammaker Secretary/Treasurer     Date
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Oct. 19, 2010
Agenda Item No. 8

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

[ ] Other:

SUBJECT: Minutes of Oct. 11, 2010

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager
Date: 10-12-10

Originating Department: District Clerk

Costs: 

Funding Source: 

Attachments: Minutes

Department Review:
District Counsel
General Manager
Finance

[ ] Engineering
[ ] Clerk

Advertised:
Date: 
Paper: 
[X] Not Required

Summary Explanation/Background:

Resulting Board Action:
[ ] Approved  [ ] Tabled  [ ] Disapproved  [ ] Recommendation Revised
The Key Largo Wastewater Treatment District Board of Commissioners met for a Transition Meeting at 4:00 PM. Present were Chairman Norman Higgins, Commissioners Andrew Tobin, Robert Majeska, Charles Brooks, and Susie Hammaker. Also present the General Manager Charles F. Fishburn, District Counsel Thomas Dillon, District Clerk, Carol Walker, and other appropriate District Staff.

Commissioner Higgins led the Pledge of Allegiance.

APPROVAL OF AGENDA
General Manager Charles Fishburn added an item on the CFO search update.

Motion: Commissioner Tobin made a motion to approve the amended agenda. Commissioner Majeska seconded the motion.

Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman Higgins</td>
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<td></td>
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<tr>
<td>Commissioner Hammaker</td>
<td>X</td>
<td></td>
<td></td>
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<tr>
<td>Commissioner Tobin</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Brooks</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td>X</td>
<td></td>
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</tbody>
</table>

Motion passed 5 to 1

MINUTES OF OCT. 5, 2010

Motion: Commissioner Brooks made a motion to approve the Minutes of Oct. 5, 2010. Commissioner Hammaker seconded the motion.

Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman Higgins</td>
<td>X</td>
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BCR ENVIROMENTAL
Aaron Zahn, CEO of BCR Environmental gave a presentation.

PUBLIC COMMENT
The following persons addressed the Board:
Subject: Damage to private Property by contractors Speaker: Douglas Miller, Key Largo
Subject: Action on Agenda Items and Non Agenda Items Speaker: Kay Thacker, Key Largo

ISLAMORADA
Commissioner Hammaker stated that the subject is the question of Islamorada. The Board discussed the reviewing of Pending Payments.

CFO RESUME UPDATE
Mr. Fishburn presented the first evaluation of the resumes.

Motion: Commissioner Tobin made a motion to direct staff to remove Upper Keys Financial Services from the CFO Candidate List. Commissioner Majeska seconded the motion.

Vote on Motion

<table>
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<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
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<td>Commissioner Majeska</td>
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Motion passed 4 to 1

Motion: Commissioner Tobin made a motion to direct staff to bring back a consulting contract with Upper Keys Financial Services. Commissioner Majeska seconded the motion.

Vote on Motion

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<thead>
<tr>
<th>Member</th>
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Motion passed 3 to 2
COMMISSIONER'S ROUNDTABLE
Commissioner Majeska stated that he was disappointed with the agenda. He would like to see more transition business on the agenda.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 6:09 PM.

The KLWTD meeting minutes of Oct. 11, 2010 were approved on Oct. 19, 2010.

________________________________________
Chairman Higgins

________________________________________
Carol Walker, CMC
District Clerk
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: October 19, 2010

Agenda Item No. 10

[ ] PUBLIC HEARING [X] RESOLUTION

[ ] DISCUSSION [ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Resolution No. 19-10-10

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 10-13-10

Originating Department: Legal

Costs:

Attachments Resolution

Department Review:

[ ] District Counsel

[X] General Manager

[ ] Finance

[ ] Engineering

[ ] Clerk

Advertised:

Date: _________________

Paper: _________________

[X] Not Required

Summary Explanation/Background: Attached is Resolution No. 19-10-10 removing a boat dock from the 2006 Assessment Roll. Also attached is an email from Richard Crow indicating that the District will not provide service to the dock, and the record card from Monroe County Property Appraiser and an aerial view of the property.

Since the District will not provide wastewater service to the lot, there is no special benefit to the lot. The entire amount paid should be refunded.

Resulting Board Action:

[ ] Approved

[ ] Tabled

[ ] Disapproved

[ ] Recommendation Revised
RESOLUTION NO. 19-10-10
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REQUEST OF MICHAEL & MARIA KEANE, FOR REMOVAL OF ONE TAX PARCEL FROM THE 2006 NON-AD VALOREM ASSESSMENT; AND REFUNDING COLLECTED ASSESSMENT PAYMENTS AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District has determined that the lot in Section 1 is a submerged lot; and

WHEREAS, the Key Largo Wastewater Treatment District has no plans to sewer the lot in Section 1

WHEREAS, the Key Largo Wastewater Treatment District has determined to refund $1,490.96 in collected assessments for the parcel in Section 1

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT;

Section 1.
PARCEL ID: 00536440-000000
AK NO. 1659941
PARCEL DESCRIPTION: BK 8 LT 5 LAKE SURPRISE ESTATES KEY LARGO PB4-162 OR179-99 OR372-209 OR551-707 OR879-2050/2051 OR907-2420Q/C OR1273-546/548F/J OR1714-798 OR1714-799 OR1714-800 OR1714-801

Section 2. The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the lot designated above from the Key Largo Wastewater Treatment District 2006 No Ad-Valorem Assessment.

Section 3. The Key Largo Wastewater Treatment District Board of Commissioners does hereby authorize the refund of $1,117.32.

Section 4. APPLICABILITY AND EFFECTIVE DATE.

This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 3rd DAY OF March 2009
This resolution is made in reliance upon information, representations, and documents provided by the owner of the Excluded Parcel. If, at some later date, the District determines that the information, representations, and documents contained false or misleading information material to the District’s decision to designate the Tax Parcel as an Excluded Parcel, the District reserves the right, in its discretion, to revoke such designation, and to pursue all remedies at law and equity for injuries to the District caused by exclusion of the Tax Parcel.

If the District in its sole discretion later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) 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. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2006 non-ad valorem assessment.

I, _______________________, Michael Keane, do hereby accept this resolution and agree that it will be recorded in the Public Record.

__________________________
State of___________ County of___________
The foregoing instrument was acknowledged before me this ___ day of _________, 2010, by ______________________ who is personally known to me or who has produced ________________________ as identification.

__________________________
Notary Public

I, _______________________, Maria Keane, do hereby accept this resolution and agree that it will be recorded in the Public Record.

________________________
State of___________ County of___________
The foregoing instrument was acknowledged before me this ___ day of _________, 2010, by ______________________ who is personally known to me or who has produced ________________________ as identification.

__________________________
Notary Public
The foregoing RESOLUTION was offered by Commissioner __________________________, who moved its approval. The motion was seconded by Commissioner __________________________, and being put to a vote the result was as follows:

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<thead>
<tr>
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<td>Commissioner Majeska</td>
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The Chairman thereupon declared Resolution No. 19-10-10 duly passed and adopted the 19th day of October 2010.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: __________________________
Chairman Higgins

ATTEST: Approved to as to form and legal sufficiency

______________________________ ______________________________
Carol Walker, District Clerk District Counsel, Thomas M. Dillon

SEAL
yes

Richard Crow
Project Engineer

Key Largo Wastewater Treatment District
98880 Overseas Hwy.
Key Largo, FL 33037
Office: 305-451-4019 ext. 204
Cell: 954-254-7898

So can we deem this one submerged and available for an exemption status?

Carie
**Property Record View**

Alternate Key: 1659941 Parcel ID: 00536440-000000

### Ownership Details

Mailing Address:
KEANE MICHAEL D & MARIA C
11776 SW 133RD PL
MIAMI, FL 33186

### Property Details

- **PC Code:** 00 - VACANT RESIDENTIAL
- **Millage Group:** 500K
- **Affordable Housing:** No
- **Section-Township-Range:** 31-50-40
- **Property Location:** VACANT LAND KEY LARGO
- **Subdivision:** LAKE SURPRISE ESTATES
- **Legal Description:** BK 8 LT 5 LAKE SURPRISE ESTATES KEY LARGO PB4-162 OR179-99 OR372-209 OR551-707 OR879-2050/2051 OR907-2420/Q/C OR1273-546548/FJ OR1714-798 OR1714-799 OR1714-800 OR1714-801

---

_Note: handwritten notes on the page._

- Maria Keane
  - 305-380-9078 Hm.
  - 305-582-7199 Ctl!
- Submerged - Can we exempt?
  - 9/28/10 Caín B.
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Oct. 19, 2010

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

SUBJECT: Monthly Projects Status Report

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager  
Date: 10/15/10

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<td>Funding Source:</td>
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<td>Date: ___________</td>
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<td>[ ] Clerk</td>
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<th>[ ] General Manager</th>
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<th>[ ] Finance</th>
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Summary Explanation/Background: A representative from Weiler Engineering will give a verbal monthly status report.

Resulting Board Action:
☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
Meeting Date: October 19, 2010

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

Other:

SUBJECT: Notice of Intention re Non-ad valorem assessment

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager
Date: 10-13-10

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<th>Originating Department: Legal</th>
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<td>Paper:</td>
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Summary Explanation/Background:

Since the District will probably levy non-ad valorem assessments in 2011, it must adopt a resolution stating its intent to do so. Approval is needed to publish the notice of public hearing required by law. Hearing is set for 12/7/10.

Resulting Board Action:

- □ Approved
- □ Tabled
- □ Disapproved
- □ Recommendation Revised
NOTICE OF INTENT TO USE UNIFORM METHOD OF COLLECTING NON-AD VALOREM ASSESSMENTS

The Key Largo Wastewater Treatment District (the “District”) hereby provides notice, pursuant to section 197.3632(3)(a), Florida Statutes, that it will consider the use of non-ad valorem assessments for the costs of facilities and services in connection with wastewater treatment within the District at a public hearing to be held at 5:00 p.m. on December 7, 2010, at the offices of the Key Largo Wastewater Treatment District, 98880 Overseas Highway, Key Largo, Florida. If the District determines to use non-ad valorem assessments, it will use the uniform method for collecting such assessments.

Pursuant to section 286.0105, Florida Statutes, if any person decides to appeal any decision by the District with respect to any matter considered at the above-referenced public hearing, he or she will need a record of the proceedings and he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based.

In accordance with the Americans with Disabilities Act, persons needing a special accommodation or an interpreter to participate in this proceeding should contact the District at 305-451-4019 seven days prior to the date of the hearing.

Dated this 19th day of October 2010

By Order of:

_______________
Key Largo Wastewater Treatment District

Published in a newspaper of general circulation during the weeks of:
November 7th 2010
November 14th 2010
November 21st 2010
November 28th 2010
RESOLUTION NO. XX-12-10

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT, KEY LARGO, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE UNINCORPORATED AREA OF THE ISLAND OF KEY LARGO; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Board of Commissioners of the Key Largo Wastewater Treatment District (the “District”) is contemplating the imposition of special assessments for the provision of wastewater management infrastructure;

WHEREAS, the District intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing wastewater management services to property within the unincorporated area of the District as authorized by section 197.3632(3)(a), Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2011, in the same manner as provided for ad valorem taxes; and

WHEREAS, the District held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED BY THE KEY LARGO WASTEWATER TREATMENT DISTRICT BOARD OF KEY LARGO, FLORIDA, THAT:

Section 1. Commencing with the Fiscal Year beginning on October 1, 2011, and with the tax statement mailed for such Fiscal Year, the District intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632(3)(a), Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing wastewater management services. Such non-ad valorem assessments shall be levied within the unincorporated area of the District. The area potentially subject to the assessment is described as follows:

The territory consisting of Key Largo, including all lands east of Tavernier Creek, including Tavernier, Key Largo, and Cross Key, with the exception of Ocean Reef, all in Monroe County, Florida.
Section 2. The District hereby determines that the levy of the assessments is needed to fund the cost of wastewater management services within the unincorporated area of the District.

Section 3. Upon adoption, the Board Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Monroe County Tax Collector, and the Monroe County Property appraiser by December 31, 2010.

Section 4. EFFECTIVE DATE. This resolution shall take effect immediately upon its adoption.

RESOLVED AND ADOPTED this 7th day of December, 2010.

The foregoing RESOLUTION NO. XX-12-10 was offered by Commissioner ________________________, who moved its approval. The motion was seconded by Commissioner ________________________, and being put to a vote the result was as follows:

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<td>Chairman</td>
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The Chairman thereupon declared Resolution No. XX-12-10 duly passed and adopted the 7th day of December 2010.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _______________________

Chairman

ATTEST: Approved to as to form and legal sufficiency

__________________________  __________________________
Carol Walker, Clerk         District Counsel, Thomas M. Dillon

SEAL