KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS
COMMISSION MEETING AGENDA

February 19, 2013 4:00 PM
98880 Overseas Hwy
Key Largo, FL 33037

Robert Majeska  Chair
Andrew Tobin  Vice Chair
Norman Higgins  Secretary-Treasurer
Steve Gibbs  Commissioner
David Asdourian  Commissioner
Margaret Blank  General Manager
Ray Giglio  General 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
   Individual comments have a 3 minute limit; Organizations have a 5 minute limit. General comment (non-agenda items) will be heard at this time; Specific agenda items will be heard right before the item. Speaker cards must be turned in before the meeting starts.
F. BULK ITEMS
   1. Feb. 5, 2013 Minutes
   2. Feb. 12, 2013 Minutes
   3. EDU Change for AK 1101290

G. FINANCIAL REPORT
   4. Pending Payments

H. COMMISSIONER’S ITEMS
   5. Ad for Public Letters Commissioner Gibbs

I. ENGINEER REPORT
   6. Change Order Fountain Engineering, Coral Coast

J. LEGAL COUNSEL REPORT
   7. RESOLUTION NO. 06-02-13
      Action
      A RESOLUTION OF THE BOARD OF COMMISSIONERS OF
      THE KEY LARGO WASTEWATER TREATMENT DISTRICT
      ESTABLISHING PROCEDURES FOR APPROVING
      ASSESSMENT WAIVERS FOR TAX PARCELS
      PURCHASED BY THE MONROE COUNTY LAND
      AUTHORITY, MONROE COUNTY OR OTHER MONROE
      COUNTY ENTITY FOR CONSERVATION PURPOSES; AND
      PROVIDING AN EFFECTIVE DATE.

K. GENERAL MANAGER’S REPORT
   8. General Manager’s Contract
   9. Inter-Local Agreement

L. COMMISSIONERS ROUNDTABLE

M. ADJOURNMENT
TAB 1
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Feb. 19, 2013
Agenda Item No. 142

[ ] PUBLIC HEARING
[ ] RESOLUTION
[ ] DISCUSSION
[ ] BID/RFP AWARD
[X] ACTION ITEM
[ ] CONSENT AGENDA


RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager
Date: 2/19/2013

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<th>Originating Department:</th>
<th>Costs: $ 0.00</th>
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Department Review:

[ ] District Counsel
[X] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk
[ ] [Operations]

Advertised:

Date: 
Paper: 
[X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☑ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
MINUTES
Key Largo Wastewater Treatment District (KLWTD) Meeting

February 5, 2013
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:02 PM. Present were Acting Chairman Tobin, Commissioners, Norman Higgins, David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Acting Chairman Tobin led the Pledge of Allegiance.

APPROVAL OF AGENDA
District Counsel Ray Giglio added an update on the Public Hearing on the District Charter Amendment and a Court Case. Operations Manager Dan Saus added an update on the deep wells. Commissioner Asdourian clarified that the Transition Meetings will be starting at 5 PM. Item #4 EDU Change for AK 1643564 has been moved to the Feb. 19, 2013 meeting.

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

Vote on Motion

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<tr>
<th>Member</th>
<th>Yes</th>
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<td>Commissioner Asdourian</td>
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Motion passed 4 to 0

PUBLIC COMMENT
Name & Address                        Subject
Sue Heim, Key Largo                  Forms sent to Tax Collector to remove property from Assessment Role
Monte Green, Islamorada              Concern over paying tenants water bill
Sue Hammaker, Key Largo              Inter-Local, Lobbyist Exhibit “A”
ROMAN GASTESI
Inter-Local Agreement
Mr. Gastesi explained that the District is in line for $20 million of the Mayfield Grant monies this year.

Commissioner Higgins would like to have the District get its $20 million this year and take time to do an agreement next year.

Commissioner Gibbs asked how the storm water will affect the split. Mr. Gastesi explained that storm water will not be included.

Chairman Tobin explained that the District was developed to get things moving with the County support. The District has moved forward on blind faith.

Mr. Gastesi stated if the District wants to carve out the lobbyist from the agreement then they should do that and then come back to discuss the lobbyist. Also the lobbyist is a month to month contract and the District will pay on a monthly base and if the lobbyist does not get any money then the County will end the contract. The District will not be penalized if they decide to stop paying because there was no money obtained.

BULK ITEMS
Minutes of Jan. 15, 2013
Minutes of Jan. 22, 2013

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

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Motion passed 4 to 0

FINANCIAL REPORT
Pending Payments

Motion: Commissioner Gibbs made a motion to approve the Pending Payments contingent upon the availability of funds. Commissioner Asdourian seconded the motion.

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<td>Commissioner Asdourian</td>
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</table>
Chairman Majeska       Absent
Commissioner Gibbs    X
Commissioner Tobin    X
Commissioner Asdourian X

Motion passed 4 to 0

COMMISSIONER’S ITEMS
Full Disclosure and Cost on ARF
Commissioner Gibbs would like all the information filled out on the ARF.

Vote of Confidence for General Manager
Commissioner Gibbs thinks it is time to give the Manager a vote of confidence once a year.

Motion: Commissioner Gibbs made a motion to give the Manager A Vote of Confidence. Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 4 to 0

ENGINEER’S REPORT
Ed Castle, Weiler Engineering, gave a report on the negotiations on contractors for the shallow wells.

LEGAL COUNSEL
RESOLUTION NO. 06-02-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT ESTABLISHING PROCEDURES FOR APPROVING ASSESSMENT WAIVERS FOR TAX PARCELS PURCHASED BY THE MONROE COUNTY LAND AUTHORITY, MONROE COUNTY OR OTHER MONROE COUNTY ENTITIES FOR CONSERVATION PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

After discussion the Board asked that this resolution be brought back to the next regular meeting.

GENERAL MANAGER REPORT
Washington D.C. Trip
The Board directed that Commissioner Gibbs will accompany the General Manager to Washington D.C.

Sales Tax Report
Ms. Blank reported that she sent Kevin Wilson a report on the District construction.
ESRI Software Renewal
Staff explained the uses of ESRI.

Motion: Commissioner Higgins made a motion to approve the ESRI Software. Commissioner Asdourian seconded the motion.

Vote on Motion

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Motion passed 4 to 0

Deep Well
The Deep Injection Well has been permitted. There is a requirement of everyday samples.

COMMISSIONER'S ROUNDTABLE
Panic Button
Commissioner Gibbs stated that there should be some type of protection at the front desk.

The Board would like a report back on providing security on all District property.

Letter to FreePress

Motion: Commissioner Gibbs made a motion to approve the letter that Ray Giglio wrote to the Editor and have it sent to the FreePress. Commissioner Asdourian seconded the motion.

Vote on Motion

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Motion passed 4 to 0

District Legislative Statue
Motion: Commissioner Gibbs made a motion to leave the District Legislation as is. Commissioner Asdourian seconded the motion.
Vote on Motion

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Motion failed 2 to 2

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 6:52 PM.

The KLWTD meeting minutes of Feb. 5, 2013 were approved on Feb. 19, 2013.

Chairman Majeska

Carol Walker, CMC District Clerk
DON'T MAKE KEY LARGO RESIDENTS PAY TWICE FOR LOBBYIST SERVICES.

Unincorporated Monroe County has two special districts with exclusive statutory responsibility to provide sewers. The Key Largo Wastewater Treatment District serves most of the island of Key Largo, and the Florida Keys Aqueduct Authority has exclusive authority to provide sewers for the portion of unincorporated Monroe County south of Islamorada.

The Key Largo district stepped up to the plate, assessed its residents, obtained grants, and borrowed money to build its system, at a cost of about $140 million. The County chipped in around $21 million. The incorporated cities also provided their own sewer funding, with some help from the County.

The Aqueduct stepped up to the plate and did ... NOTHING ... so the County assumed responsibility to fund sewers in the lower keys, using tax revenues from all of Monroe County. The sewer facilities in the Aqueduct portion of Monroe County cost more than the sewer facilities in Key Largo, but property owners there pay lower sewer assessments than property owners in Key Largo. In other words, Key Largo and the incorporated cities, which have already paid for their own sewers, are required to subsidize the cost of sewers in the portion of Monroe County that was supposed to be served by the Aqueduct.

A few years ago, the State of Florida authorized $200 million in bonds to pay for sewers in Monroe County. The County is paying lobbyists to convince the State to issue the bonds. The County intends to pay for these lobbyists with County tax funds, to which all of us contribute. Now, the County wants to charge certain of its residents, in addition to their taxes, a fee for this lobbying effort.

Which residents are being asked for an additional contribution? The answer is Key Largo residents and residents of cities who have already funded for their sewer improvements with little County assistance. Apparently, the taxes paid by some of the residents of unincorporated Monroe County, are sufficient to pay for their share of the lobbying effort, but the taxes paid by Key Largo residents are not.

We ask you, the Board of County Commissioners to drop this illogical and unfair proposal to make Key Largo residents and residents of the cities pay twice for lobbying. Use the County funds, to which we have already contributed, for that effort.

Susie
Susan Ford Hammaker RN PhD
Chair Keys Ahead Inc.
305.747.6060 cell
MINUTES
Key Largo Wastewater Treatment District Transition (KLWTD) Meeting
February 12, 2013
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 5:02 PM. Present were Acting Chairman Tobin, Commissioners, Norman Higgins, David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Acting Chairman Tobin led the Pledge of Allegiance.

APPROVAL OF AGENDA
The General Manager added funding update. Acting Chairman Tobin added a report on Sewer Care. Commission Higgins added an item on a conversation with David Rice.

Agenda was accepted as amended.

PUBLIC COMMENT
Name & Address  Subject
Sue Hammaker, Key Largo Back Pay Exhibit “A”

GENERAL MANAGER REPORT
Mayfield Grant Inter-Local
Margaret Blank announced that the inter-local is on the BOCC’s agenda and will be brought back to the Feb. 19, 2013 meeting for action.

Sewer Care
Paul Christian gave an update report on the sewer care computer system.

COMMISSIONER’S ROUNDTABLE
Washington D.C. Trip
Commissioner Gibbs asked for ideas to take to Washington D.C.

The Board canceled the March 5, 2015 meeting since the General Manager and a Commissioner will not be back from the DC trip by then.
David Rice
Commissioner Higgins reported a discussion he had with David Rice about funding the Super Lobbyist.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 6:16 PM.

The KLWTD meeting minutes of Feb. 12, 2013 were approved on Feb. 19, 2013.

________________________________________
Chairman Majeska

________________________________________
Carol Walker, CMC District Clerk
EXHIBIT “A”

KLWTD Public Comment 2/12/13 –Susan Hammaker, Key Largo

My comment on retroactive pay for Commissioners is NO!

This smacks of trying to look good after voting yourselves a 27% pay increase regardless of what you’ve called it. Our ratepayers yearn for honest public servants rather than the image-driven blood-sucking political leeches they think they have.

And...how long will it take this Board to realize you do NOT -- and SHOULD NOT -- have to be paid by the meeting as Commissioners but can elect to be paid like the Co-Op for example – by the month with ONE meeting – I believe $1000 a month plus certain benefits? Your pay would become approximately $12,000 a year with a cost of living adjustment. When you factor in time for Margaret, Carol and others to prepare for 2 more meetings, use of the building, supplies and related expenses you might save the District perhaps $2,000 to $2,500 per meeting.

The work of Commissioners is continuous throughout the month. But now, Board and Transition meetings have become extra make-work for staff and frequently public agony for those in attendance, inefficiently and unprofessionally drawn out into extended hours.

Now that we are a UTILITY, one meeting a month, well structured and organized in advance, should be -- and was planned to be while I served -- sufficient. There is even an online AWWA certification class for wastewater commissioners – mentioned in previous meetings while I was on the board – which should be homework for every commissioner holding office.

When I first raised the need to have a Customer Service Department (3+- years ago), then CFO Marty Waits – who Chuck knighted to be our first Customer Service head -- told me to realize it takes 6 or 7 times of bringing the idea before my fellow Commissioners before there would be positive action.

This is my 3rd mention of one monthly meeting and a monthly salary comparable to the Co-Op, so hopefully times have changed and you can spare yourselves my return visits!

PLEASE HAVE MERCY ON YOUR EXCELLENT STAFF AND YOUR LONG SUFFERING RATE PAYERS! VOTE NO ON RETROACTIVE PAY AND CONSIDER WORKING WITH STAFF TO BRING ABOUT ORGANIZATIONAL AND FINANCIAL EFFICIENCY WITH ONE WELL-PAID MEETING A MONTH.
A KLWTD initiated review was done to verify the parcel was being assessed and billed properly.

This parcel consists of one residential trailer as well as public restrooms (each with their own FKAA water meter). The District's calculation of water usage found the parcel's EDU assignment should be reduced from 8.9 to 5.5 EDU (4.5 EDU assigned to the public restrooms, 1.0 assigned to the dwelling unit.).
# Water Usage Calculations

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<td>Tenant FKAA Acct #</td>
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<td>Most Current Year in Study</td>
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<td>FKAA Location Par HLV</td>
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<td>FKAAID to FKAA EDU</td>
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<tr>
<td># Months Studied</td>
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## Notes/Comments:

Add 1.0 EDU to the alternate key's EDU assignment to account for the dwelling on the parcel serviced by a separate meter. EDU Assignment 4.5 + 1.0 = 5.5

### PKWTD to FKAA EDU 7.9

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Average: 11611

Std Dev: 7994.888144
## Water Usage Calculations

### Notes/Comments:
Water usage calculation for this meter was included for informational purposes only. This meter services a dwelling unit and will be assigned 1.0 EDU.

### Table of Water Usage Calculations

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<th>3 Month Exemption Correction</th>
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<td>FEB</td>
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</table>

### Average
- Avg: 1500
- Std Dev: 515.563502

### Exemption Calculation
- Exemptions: 3,300, 3,300, 3,300
- Mean: 3,300
- Std Dev: 0
- Max3MO: 6,300
- Avg3MO: 4,267
- 2STD: 3,500
- 3STD: 3,100
- 3 MONTHS: 3,500

### Calculation Date
- Calculation Date: 3/1/2012

### Calculation Total So Ft
- Total So Ft: 3,300
- Div By 3 Units: 1,100
- Sg Ft Per Unit: 150
- Div By 100: 15
- X 15: 15
- EDU 0.0

### Water Usage
- Water usage calculation for this meter was included for informational purposes only. This meter services a dwelling unit and will be assigned 1.0 EDU.
RECOMMENDED DECISION of WASTEWATER BASE FACILITY CHARGE REVIEW

January 9, 2013

AK: 1101290/ FKAA Acct: 524907-010975
COUNTY OF MONROE
PO BOX 1980
KEY WEST, FL 33041-1980

For property located at: 52 Beach Rd, Tavernier

Dear Customer,

This letter is your official notification for the findings of the Key Largo Wastewater Treatment District initiated review and recommended decision regarding adjustment in the EDU assignment for the above referenced property. The review of water usage for the time period from 1/1/2010 to 12/31/2012 was calculated according to KLWTD Rate Resolution No 16-10-10. A mixed use parcel such as the property referenced above is also subject to KLWTD Resolution 20-05-29, which states:

"For purposes of calculating EDU's, a Mixed-Use Tax Parcel shall be assigned at least one EDU for each Dwelling Unit plus at least one EDU. If the number of EDU's calculated on the basis of flow is greater than the number of Dwelling Units plus one, the Mixed-Use Tax Parcel shall be assigned the greater number of EDU's."

In accordance with the KLWTD Resolutions, a review of water consumption resulted in the following:

<table>
<thead>
<tr>
<th>EDU Assignment</th>
<th>Prior to Review</th>
<th>Adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>Monthly Wastewater Base Charge</td>
<td>7.9</td>
<td>4.5</td>
</tr>
<tr>
<td>On FKAA Bill: EDU Assignment X $33.60</td>
<td>$265.44</td>
<td>$151.20</td>
</tr>
</tbody>
</table>

Future wastewater monthly base charges will be adjusted accordingly.

As is mandated by (KLWTD) Rate Resolution No 16-10-10, this recommended decision will be presented to the KLWTD Board of Commissioners for review and approval, tentatively at the first Board of Commissioners regular meeting after 30 days from the date of this letter (please contact the District Clerk for confirmation of meeting date at 305-451-4015 ext 205 or at carol.walker@klwtd.com.) If you agree with the findings of this review, no further action is required. However, should you choose, it is your right to have a public hearing before the Board of Commissioners where you may submit any evidence that you may have disputing these findings. To do so, you must notify the District Clerk within 15 calendar days of the date of this letter.

Please contact me at (305) 451-4019 ext 210 or diane.oberheu@klwtd.com, should there be further questions.

Sincerely,

Diane Oberheu
Assessment Coordinator
Key Largo Wastewater Treatment District

Margaret Blank
General Manager
Key Largo Wastewater Treatment District

CC: KLWTD Commissioners
(Enclosure - KLWTD FL-1)
RECOMMENDED DECISION of ASSESSMENT REVIEW

January 9, 2013

AK: 1101290
MONROE COUNTY
500 WHITEHEAD STREET
KEY WEST, FL 33040

For property located at: E BEACH RD KEY LARGO

Dear Property Owner:

In accordance with Key Largo Wastewater Treatment District’s (KLWTD) Resolution No 63-08-12 (2012 Final Assessment Resolution), a District initiated review of your Wastewater Assessment was conducted for the parcel listed above. This letter is your official notification for the findings of this review and recommended decision that will be presented to the KLWTD Board of Commissioners for action and your rights pertaining to these findings.

The 2012 Final Assessment Resolution dictates that your “Equivalent Dwelling Unit” (EDU) assignment be based upon 

"... [a] review [of] the available [FKAA] metered water consumption (in gallons) for all qualified Water Meters attributable to a particular Tax Parcel during the thirty-six consecutive months immediately prior to the year in which the calculation is made." The Resolution further explains that 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."

Using this formula, a revised study of your water usage was conducted and the following determination has been made:

<table>
<thead>
<tr>
<th>Prior to Review</th>
<th>Adjusted</th>
</tr>
</thead>
<tbody>
<tr>
<td>8.9</td>
<td>5.5</td>
</tr>
</tbody>
</table>

*Based on current outstanding assessment balance

As is mandated by the 2012 Final Assessment Resolution, this recommended decision will be presented to the Key Largo Wastewater Treatment District Board of Commissioners for review and approval tentatively at the first Board of Commissioners regular meeting after 30 days from the date of this letter (contact the District Clerk for confirmation of meeting date at 305-451-4019 ext 205 or at carol.walker@klwtd.com). If you agree with the findings of this review, no further action is required. However, should you choose, it is your right to have a public hearing before the Board of Commissioners where you may submit any evidence that you have disputing these findings. To do so, you MUST notify the District Clerk within 15 calendar days of the date of this letter. Should the Board of Commissioners accept these recommendations by majority vote, your 2013 non-ad valorem tax assessment will be calculated using the adjusted EDU assignment reflected above.

If you have any questions, you may direct them to the KLWTD Assessment Coordinator at 305-451-4019 Ext 210 or via e-mail at diane.oberheu@klwtd.com.

Sincerely,

Diane Oberheu
Assessment Coordinator
Key Largo Wastewater Treatment District

Margaret Blank
General Manager
Key Largo Wastewater Treatment District

CC: KLWTD Commissioners
TAB 2
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: February 19, 2013 Agenda Item No. 4

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

SUBJECT: Pending Payments/Report of Cash, Revenues and Expenditures

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

Approved by General Manager ______________________ Date: 2/19/2013

<table>
<thead>
<tr>
<th>Originating Department: Finance</th>
<th>Costs: see attached</th>
<th>Funding Source: Various</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>294,377.60</td>
<td>Acct. # Various</td>
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</table>

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

| Advertised:                   | Yes I have notified everyone__________________________ |
|-------------------------------| Or Not applicable in this case________________________|
|                               | Please initial one. |

Summary Explanation/Background:

Report of Cash, Revenues and Expenditures for Board review and approval contingent upon availability of funds.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
Key Largo Wastewater Treatment District

Consolidated Cash in Banks at 1/31/2013

BB&T General Operating Account (reconciled) $4,007,765.46
BB&T Payroll Account (reconciled) $172,256.64
Capital Bank Operating Account (reconciled) $230,289.86
Community Bank of Florida Operating Account (reconciled) $10,005.07
Petty Cash Account - Hurricane Emergency $0.00

Total Operating Accounts $4,420,317.03

Operating Revenues

Wastewater Service Revenue 1/19-1/25/13 $77,021.10
Wastewater Service Revenue: 1/26-1/31/13 $84,530.64
Wastewater Service Revenue: 2/1-2/8/13 $280,657.23
Misc. Deposits $772.60
Total Current Deposits: $442,981.57

Bank Acct Balances + Deposits: $4,863,298.60

Less Expenditures February 19, 2013 Payments (see next page) $340,500.25

Cash Balance after February 19, 2013 payments $4,522,798.35
### Key Largo Wastewater Treatment District
#### Pending Payments (Report of Cash, Revenues & Expenditures) for the period Feb. 6 through Feb. 14, 2013

<table>
<thead>
<tr>
<th>Checks</th>
<th>Vendor</th>
<th>Admin</th>
<th>Shared</th>
<th>Cust Svc/IT</th>
<th>OPS/ Maintenance</th>
<th>Collections</th>
<th>Plant</th>
<th>Construction</th>
<th>Ck Released</th>
<th>Total Check</th>
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</thead>
<tbody>
<tr>
<td>3383</td>
<td>Affordable Asphalt Inc.: Asphalt Repair-Stillwright Way</td>
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<tr>
<td>3384</td>
<td>Voided Check</td>
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<td>Bishop, Rosasco &amp; Co: Jan. 2013 Accounting Svcs.</td>
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<td>Brown &amp; Brown/TR Jones: PGIT Insurance Policy Pkg.</td>
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<td>Dean Weismantle: Cleaning Svcs: Jan. 2013</td>
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<td>Sante Acquisitions: Feb. 2013 District Office Rent</td>
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<td>Sun-Sentinel: Legal Ads: Grinder Pump Proposal &amp; SCADA Bid</td>
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<td>Sun Communications: Tracking Software System for Svc Vehicles</td>
<td>$6,433.50</td>
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<td>ULINE Shipping Supplies: Reusable Tags for Equipment</td>
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<td>Monroe County Clerk of the Court: Recording Fees</td>
<td>$517.50</td>
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<td>Bank of America Credit Card: Misc. Charges</td>
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<td>Chart Pool USA, Inc.: Chart Recorder Pens</td>
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<td>Comcast: Vac I Internet Svc.</td>
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<td>Cooke Communications: Legal Notices, RFP, RFB, DEP Permit</td>
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<td>Dumont Company: Chemicals</td>
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<td>$4,834.50</td>
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<td>Ellen Chokreff: Exp. Report: Mileage Reimbursement: 12/21/12 1/31/13</td>
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<td>3416</td>
<td>FKAA: Water at Vac Sta A &amp; J/K</td>
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<td>$29.32</td>
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<td>Checks</td>
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<td>3418</td>
<td>Going-Aire: Air Conditioning</td>
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<td>$1,700.00</td>
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<td>Ductwork Revision at District Office,</td>
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<td>and Annual Maintenance Agreement</td>
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<td>3419</td>
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<td>$1,000.00</td>
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<td>and Cleanout Assemblies</td>
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<td>District Office and Plant</td>
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<td>$250.82</td>
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<td>Spring Repair on District Truck #8</td>
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<td>Checks</td>
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<td>Admin</td>
<td>Shared</td>
<td>Cust Svc/IT</td>
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<td>Synagro South: Dewatering (Quantity 805,407.00), Transportation and Delivery</td>
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<td>n/a</td>
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<tr>
<td>Jan. Payroll</td>
<td>ADP Admin Payroll and W-2 Processing</td>
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<td></td>
<td></td>
<td></td>
<td>n/a</td>
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<tr>
<td>Jan. Payroll</td>
<td>District Match for 457(b) retirement plan</td>
<td></td>
<td></td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>n/a</td>
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<td></td>
<td>$69,837.17</td>
<td>$180,684.49</td>
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<td>$1,109.99</td>
<td>$11,283.98</td>
<td>$68,617.63</td>
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<td>$277.50</td>
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Approved for payment

Reoccurring Invoices/Cks >10K paid this RCRE period:

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<tr>
<th>Vendor</th>
<th>Check #</th>
<th>Ck Amt</th>
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<tbody>
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</tbody>
</table>

Chairman Robert Majeska

Norman Higgins, Secretary/Treasurer

Date
Meeting Date: Feb. 19, 2013

Agenda Item No. 5

[ ] PUBLIC HEARING  [ ] RESOLUTION
[X] DISCUSSION  [ ] BID/RFP AWARD
[ ] ACTION ITEM  [ ] CONSENT AGENDA

Other:

SUBJECT: Request for public letter ad.

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 2/14/2013

Originating Department: Commissioner Gibbs

Costs: $

Funding Source:

Attachments: AD

Department Review:

[ ] District Counsel

[ ] General Manager

[ ] Finance

[ ] Engineering

[ ] Clerk

[Operations]

Advertised:

Date: 

Paper: 

[X] Not Required

Summary Explanation/Background: Commissioner Gibbs would like the Board to review the attached ad that was placed in the paper.

Note: GM approved placement of the ad in 2/14 because it would have been too late for D.C. trip if we waited until 2/19 for approval.

Resulting Board Action:

[ ] Approved  [ ] Tabled  [ ] Disapproved  [ ] Recommendation Revised
Commissioner Gibbs and General Manager Margaret Blank will be going to Washington DC, to meet with senators, congressmen and lobbyists on Monday and Tuesday, March 4 and 5. We need the words of the voters and ratepayers to help us convince them that we need the $20 million to help pay down our burdensome debt. Please respond as soon as possible with your vote of support in the form of a completed letter. Thank you.

Please fill out this letter and send to:

Commissioner Steve Gibbs  
KLWTD  
P.O. 491  
Key Largo, FL 33037  

TO WHOM IT MAY CONCERN:

I am a voter, rate payer and property owner within the Key Largo Wastewater Treatment District boundaries and have been charged $_______ to hook up to the new central sewer system. On top of that I pay an average of $_______ a month for the service.

Before this under-funded mandate was imposed upon my community I paid next to nothing for sewer service since my septic tank needed pumping out only about every five years.

But like my neighbors I took the financial plunge to help clean up our near-shore waters. Although my family is happy to do our part, it has caused a financial burden on us that pushes us towards our own financial cliff.

Now, along with increased prices for food, gas and almost everything else, my family is at the breaking point. I call upon our state and federal governments to help us ease the burden so that we might survive. Please do what you can to provide funding for the KLWTD so that we might pay down some of our $81 million debt and begin to lower rates.

Every bit helps.

The people of Key Largo are counting on you to help us pay for preserving the "Dive Capital of the World."

Sincerely,

______________________________

Name

______________________________

Address
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: February 19, 2013

[ ] PUBLIC HEARING

[ ] DISCUSSION

[X] GENERAL APPROVAL OF ITEM

[ ] Other:

SUBJECT: Coral Coast Change Order for Fountain Engineering

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 3/14/2013

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs: $138,710.30</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>Funding Source: Budgeted</td>
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<tr>
<td></td>
<td>Attachments:</td>
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</table>

<table>
<thead>
<tr>
<th>Department Review:</th>
<th>[X] Engineering</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] District Counsel</td>
<td>[ ] Clerk</td>
</tr>
<tr>
<td>[X] General Manager</td>
<td>[ ] Operations Manager</td>
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</table>

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

Summary Explanation/Background:

The enclosed proposal is a change order request for Fountain Engineering to begin the Force Main Extension into the Coral Coast community after completing the Force Main Extension on C-905.

Resulting Board Action:

☐ Approved
☐ Tabled
☐ Disapproved
☐ Recommendation Revised
SECTION 00950
CHANGE ORDER FORM

Change Order No. 1
Project Title Force Main Extension – C-905, Phase 1
Bid No. N/A
Owner: Key Largo Wastewater Treatment District
Contractor: Fountain Engineering
Agreement Date: November 5th, 2012

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Value/Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Original Contract Price</td>
<td>$399,574.88</td>
</tr>
<tr>
<td>2</td>
<td>Current Contract Price (Adjusted by Previous Change Orders)</td>
<td>$399,574.88</td>
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<tr>
<td>3</td>
<td>Total Proposed Change in Contract Price</td>
<td>$138,710.30</td>
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<tr>
<td>4</td>
<td>New Contract Price (Item 2 + Item 3)</td>
<td>$538,285.18</td>
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<tr>
<td>5</td>
<td>Original Contract Time</td>
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<tr>
<td>6</td>
<td>Current Contract Time (Adjusted by Previous Change Orders)</td>
<td>120 Days</td>
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<tr>
<td>7</td>
<td>Total Proposed Change in Contract Time</td>
<td>60 Days</td>
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<tr>
<td>8</td>
<td>New Contract Time (Item 6 + Item 7)</td>
<td>180 Days</td>
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<td>9</td>
<td>Original Contract Substantial Completion Date</td>
<td>February 8, 2013</td>
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<tr>
<td>10</td>
<td>New Contract Substantial Completion Date</td>
<td>April 10, 2013</td>
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## CHANGES ORDERED

### ITEM 1

<table>
<thead>
<tr>
<th>Description of Change:</th>
<th>Install Force Main in Coral Coast Subdivision as described on Fountain Engineering Project Proposal Dated 2/5/2013</th>
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</thead>
<tbody>
<tr>
<td>Reason for Change:</td>
<td>Force Main extension required to connect community to South Transmission Main. Part of the Unique Residential Project.</td>
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<tr>
<td>Change in Contract Price:</td>
<td>$138,710.30</td>
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<tr>
<td>Change in Contract Time:</td>
<td>60 days</td>
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<tr>
<td>No.</td>
<td>Description</td>
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<tr>
<td>-----</td>
<td>--------------------------------------------------</td>
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<tr>
<td>1</td>
<td>Extend 3-inch FM on US1 r/w to service Coral</td>
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<tr>
<td></td>
<td>Coast Community</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
</tr>
</tbody>
</table>

**WAIVER** This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR’s complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.
ACKNOWLEDGMENTS

The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement and specifically changed by this Change Order; and

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

ATTEST:  
__________________________________________________________
  Contractor

  (Secretary)  
  Printed Name and Title of Officer

  Date  
  By (Signature)

  (Corporate Seal)  
  Date

ATTEST:  
__________________________________________________________
  Key Largo Wastewater Treatment District  
  Owner

  (Signature)  
  Margaret Blank, General Manager  
  Printed Name and Title

  Date  
  By (Signature)

  (Seal)  
  Date

END OF SECTION
We are pleased to quote the following labor, equipment, and materials in accordance with the plans and specifications listed above. This proposal is subject to exclusions that may be listed below.

Scope of work for the project to be constructed as depicted in the plans and details as described herein:

## Inclusions, Exclusions, Clarifications

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<tr>
<th>Code</th>
<th>Description</th>
<th>Quantity</th>
<th>Unit</th>
<th>Unit Price</th>
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<td>$1,207.28</td>
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</table>

**Estimate Total:** $138,710.30

All material is guaranteed to be as specified. All work to be completed in a workmanlike manner according to standard practices. Any alteration or deviation from above specifications involving extra costs will be executed only upon written orders, and will become an extra charge over and above the estimate. All agreements are contingent upon strikes, accidents or delays beyond our control. Owner to carry fire, flood, earthquake, and other necessary insurance. We are fully covered by Workmen's Compensation Insurance.

**Authorized Signature:**

Acceptance of Proposal:
The above prices, specifications and conditions are satisfactory and hereby accepted. You are authorized to do the work as specified.

Date of Acceptance: ________________________________

Signature: ______________________________________

Print Name: ____________________________________
## PROJECT PROPOSAL

**Project Name:** 1032 - Coral Coast LP Sewer System  
**Owner:** KLWTD  
**Bid Date:** Tuesday, February 05, 2013  
**Engineer:** Eckler Engineering

### SCHEDULE OF VALUES

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<td>$39,083.04</td>
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**TOTAL** $138,710.30
TAB 5
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: **Feb 12, 2013**

| [ ] PUBLIC HEARING | X | RESOLUTION |
| [ ] DISCUSSION | [ ] | BID/RFP AWARD |
| [ X ] ACTION ITEM | [ ] | CONSENT AGENDA |
| [ ] Other: |

**SUBJECT:** Resolution Exempting Conservation Parcels

**RECOMMENDED MOTION/ACTION:**

Approved by General Manager ____________________________

Date: **1/21/2013**

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**Summary Explanation/Background:**

A RESOLUTION ESTABLISHING PROCEDURES FOR APPROVING ASSESSMENT WAIVERS FOR TAX PARCELS PURCHASED BY THE MONROE COUNTY LAND AUTHORITY, MONROE COUNTY OR OTHER MONROE COUNTY ENTITIES FOR CONSERVATION PURPOSES.
RESOLUTION NO. 06-02-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT ESTABLISHING PROCEDURES FOR
APPROVING ASSESSMENT WAIVERS FOR TAX
PARCELS PURCHASED BY THE MONROE COUNTY
LAND AUTHORITY, MONROE COUNTY OR OTHER
MONROE COUNTY ENTITY FOR CONSERVATION
PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the Monroe County Land Authority ("Land Authority") is a blended component unit of Monroe County government, which was created pursuant to Florida Statutes section 380.0663 and Monroe County Code section 2-397 and which is governed by the Monroe County Board of County Commissioners; and

WHEREAS, the Land Authority was established to assist in the implementation of the County's land use plan by acquiring property for conservation, recreation, and affordable housing purposes; and

WHEREAS, from time to time, Monroe County and/or the Land Authority purchase, for conservation purposes, certain tax parcels located with the boundaries of the Key Largo Wastewater Treatment District (hereinafter referred to as "Conservation Parcels"); and

WHEREAS, Conservation Parcels are represented by Monroe County and/or the Land Authority as incapable of being improved with facilities that will generate wastewater.

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

Section 1. All Conservation Parcels purchased by Monroe County and/or the Land Authority shall be exempted from the Key Largo Wastewater Treatment District's System Development Charge provided that Monroe County and/or the Land Authority have submitted to the District documentation showing that:

a) the Conservation Parcel(s) have been purchased by Monroe County and/or the Land Authority for conservation purposes, and

b) the Conservation Parcel(s) are not capable of being improved with facilities that will generate wastewater.

Section 2. With respect to any such Conservation Parcels excluded by authority of this Resolution, the District shall hereby authorize the Monroe County Tax Collector to credit the entire Non-Ad Valorem wastewater assessments for the current tax year if the real property tax bill has not been paid.

Section 3. The District hereby authorizes the Monroe County Tax Collector to issue credits to holders of tax certificates issued with respect to all such parcel(s) purchased by Monroe County and/or the Land Authority and excluded by the District from the District's entire Non-ad Valorem Assessment to the extent as the tax certificates were sold to collect District Non-ad Valorem Assessments as shall be provided for by law.
Section 4. With respect to any such Conservation Parcels excluded by authority of this Resolution, no previous or current owner of that parcel shall be entitled to direct refund of any System Development Charges, interest, collection fees, statutory discounts, or any other fees associated with previously assessed non-ad valorem wastewater charges including but not limited to penalties or tax certificate charges previously paid.

Section 5. If the District, in its sole discretion, later provides Wastewater Services to any of excluded Conservation Parcel(s), 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 parcel(s) will receive, as determined by the District.

Section 6. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 19th DAY OF FEBRUARY 2013
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:

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>AYE</th>
<th>NAY</th>
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<tbody>
<tr>
<td>Commissioner Robert Majeska</td>
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<td>Commissioner Andrew Tobin</td>
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<td>Commissioner Norman Higgins</td>
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<td>Commissioner Steven Gibbs</td>
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<td>Commissioner David Asdourian</td>
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The Chairman thereupon declared Resolution No. 06-02-13 duly passed and adopted the 19th day of February, 2013

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ____________________________
Chairman Robby Majeska

ATTEST: __________________________
Approved to as to form and legal sufficiency

Carol Walker, District Clerk
General Counsel, Ray Giglio
SEAL
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Feb. 19, 2013

Agenda Item No. 8

[ ] PUBLIC HEARING
[ ] RESOLUTION
[ ] DISCUSSION
[ ] BID/RFP AWARD
[X] ACTION ITEM
[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: General Manager’s Contract

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 2/14/2013

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Summary Explanation/Background:

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
Memo

To: KLWTD Board
From: Margaret Blank, PE, General Manager
Date: January 17, 2013
Re: General Manager’s Contract

INTRODUCTION:

Presented is the 2011 Employment Contract for the General Manager submitted for review, discussion and approval.

ACCOMPLISHMENTS TO DATE:

I have served the District as General Manager since June 1, 2011. Below are listed a partial list of notable accomplishments:

- Successfully negotiated agreement with Islamorada for treatment of Islamorada influent. This contract is worth $11M to the District, plus another $300,000-$400,000 per year.

- Successfully resolved odor issues at the wastewater treatment plant and Vacuum stations and implemented operations protocols and an ongoing monitoring program to quickly address future odor issues before it affects customers.

- Established strict managerial procedures to ensure that the wastewater treatment plant complies with all permit requirements.

- Directed complete overhaul of budgeting process and accounting procedures to offer better transparency to Board of Commissioners. The budget is now aligned with the chart of accounts.

- Directed the implementation of uniform data management procedures to accommodate the accurate accounting of Assessment and Billing.

- Restructured the organization so that it can efficiently meet the requirements of an operating utility.
• Established a customer service department and procedures whereby customers receive a more positive experience. Directed the implementation of a customer service management tool so that all customer issues are tracked and resolved in a timely manner.

• Under the direction of the Board of Commissioners, established the Unique Parcel Program whereby all homeowners in our service area receive a fair and equitable treatment throughout the assessment and connection process.

• Assembled, developed, trained and directed the District's senior management team.

• Coordinate with State and Federal members of Legislature and District Lobbyist to influence major issues pertaining to the District including:
  o The appointment of Commissioner Asdourian and the avoidance of a special election
  o Mayfield Grant money distribution
  o Army Corp of Engineer's funding
  o Sales Tax issues.

GOALS:

Below are my personal goals for the District for the upcoming contract period:

• FUNDING:
  o Continue to aggressively pursue and secure additional funding, including the Mayfield Grant, Army Corps money, and sales tax money.
  o Successfully negotiate an Interlocal agreement with Monroe County to ensure that the ratepayers of the District are properly and fairly represented and that the financial interests of the District are protected. The Mayfield Grant is top priority as the District stands to receive $45M, which will bring us to comparable funding levels with the other wastewater projects in Monroe County.

• Benchmarking and internal reporting. As we continue to grow and complete the transition to a wastewater utility, there are still areas that require concentration. Currently, providing managerial reporting is still a time-consuming and laborious process
  o Staff has published an RFP for new accounting software, which will be a valuable tool for staff to prepare these reports more efficiently.
  o I am evaluating becoming a member of the Florida Benchmarking Consortium which will allow me to more easily compare the District's performance with other utilities, and to identify areas where the District might be able to operate more efficiently.

• Continued developing the District's data management processes. The District is now billing over 9,200 customers. It has assessed over 15,000 EDUs. It operates and maintains thousands of pieces of equipment. Under my direction, staff will continue working on our asset management system. We are continuing to improve integration and sharing of our data using ESRI software.

• Policies and Procedures:
o Evaluate and improve the District's Hurricane Response Plan.

o Evaluate and improve the District's Safety Program.

o Establish a uniform policy and procedures manual covering personnel, finance and operations.

• Direct aggressive progress on the District's construction projects to include the Unique Property Project.

• Other goals as assigned by the Board of Commissioners.

COMPENSATION:

I am requesting compensation of $125,000 per year as part of this contract renewal.

Respectfully Submitted,

Margaret Blank, PE
General Manager
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT

THIS Employment Contract is entered into as of the date first set forth below, by and between the Key Largo Wastewater Treatment District, an independent special district created by Chapter 2002-337, Laws of Florida (the "District"), and the Employee named below.

1. Employee Name and Address: Margaret Blank 124 South Bay Harbor Drive Key Largo, FL 33037

2. Employee Title: General Manager

3. Employee Compensation Rate: $125,000/year

4. Effective Date of this Employment Contract: December 1, 2012

5. Term of Employment Contract: Twelve Months

6. Date of first District Employment: May 1, 2005

7. General Provisions of Employment: See Attachment A

8. Employee Duties: See Attachment B.

9. Employee Performance Criteria: See Attachment C.

10. Special Terms of Employment:

   a. The Employee will consult with the Board of Commissioners before regarding any appointments or terminations of senior management personnel—senior management personnel are those staff members who hold management positions (supervise subordinate personnel) and/or may have overall interrelationships as defined in general operations of the District. Senior management persons will be specified in the KLWTD organizational chart indicating which positions are senior management positions. Those positions—District’s Staffing Plan as approved by the Board of Commissioners as may be amended with board approval.

   b. Paragraph 6 of the Employment General Provisions is amended to provide that the District will pay the medical premiums for Employee under the District’s group medical plan, as approved by the District Board of Commissioners.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract as of the date first written above.

Key Largo Wastewater Treatment District

By ____________________________ ____________________________
Robert Majeska Margaret Blank
Its Chairman

Employee
ATTACHMENT A
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT
GENERAL PROVISIONS FOR GENERAL MANAGER

THESE EMPLOYMENT CONTRACT GENERAL PROVISIONS FOR GENERAL MANAGER ("General Provisions") specify the general terms of employment between the Key Largo Wastewater Treatment District ("District") and the employee ("Employee") named in the District Employment Contract ("Employment Contract") to which these terms are attached. These General Provisions shall apply except to the extent they are modified or amended by the express provisions of the Employment Contract.

1) Employment.
   - The District hereby employs Employee, and Employee hereby accepts employment with the District, on the terms set forth in the Employment Contract.
   - The Employment Contract is an “at will” agreement.
   - Either party may terminate the Employment Contract without cause upon 60 days’ written notice to the other party.
   - In addition, the District may terminate the Employment Contract for disability or cause pursuant to Section 8 hereof.
   - Employee is a public official as that term is used in the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officials.
   - During the term of the Employment Contract, Employee shall devote Employee’s best efforts, knowledge, skill, and attention to the performance of Employee’s duties as aforesaid, except during such periods as Employee shall be ill, disabled, or on vacation as provided by the Employment Contract.
   - Employee shall not accept any other employment for compensation without the prior written consent of the District Board, which consent may be withheld in the sole discretion of the District Board.
   - This is a full-time, salaried position, and the position is exempt from the overtime compensation requirements of the Fair Labor Standards Act.
   - Employee shall keep all records that may be required to support any charge by the District against any grant or other funding for work performed by Employee.

2) Place of Employment. Employee shall be afforded an office and support services at the District offices located at 98880 Overseas Highway, Key Largo, Florida, and at the District Wastewater Treatment Plant.

3) Compensation.
   - The compensation rate is stated in the Employment Contract.
   - Employee’s wages shall be payable twice each month on the last business day before the sixteenth (16th) of the month and on the last business day of the month, commencing on the last day of the first month in which Employee performs services to the District under the Employment Contract.
Employee shall pay the employee's share of any payroll taxes required under applicable law, by payroll deduction, and District shall bear and be responsible for the employer's share of any taxes on wages paid as required under applicable law.

Vacation. Employee shall be entitled to one and one half day of paid vacation for each month worked, and may begin to use such vacation after six months of paid employment. Employee shall schedule such vacation to minimize the inconvenience and other impacts to the District.

Holidays. Employee is entitled to paid holidays. The following days are District holidays: New Year's Day, Birthday of Martin Luther King, Jr. (third Monday in January), Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and one floating holiday. If any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday; if any holiday falls on a Sunday, the holiday shall be observed on the following Monday.

Benefits.

The Employee understands and agrees that the District has adopted a group medical plan and a 457(b) plan. The District does not contribute to these plans, and Employee's participation in these plans is solely at Employee's option. IT IS THE RESPONSIBILITY OF EMPLOYEE TO BECOME FAMILIAR WITH THE TERMS OF THESE PLANS AND TO DETERMINE WHETHER OR NOT TO PARTICIPATE IN THEM, OR ANY OF THEM, AS EMPLOYEE DEEMS APPROPRIATE. EMPLOYEE SHOULD NOTE THAT THESE PLANS MAY INCLUDE PROVISIONS THAT LIMIT THE TIMES AND CONDITIONS UNDER WHICH EMPLOYEE MAY ELECT TO PARTICIPATE IN THEM.

The District shall afford Employee health insurance by way of the adopted group medical insurance plan under the provisions of the contributions set forth by the Board of Commissioner as may be from time to time amended. Additional coverage for Employee's family may be available at a cost to Employee. Additional health and life related benefits may be available to Employee and Employee's family at the expense of the Employee.

The Employee, at the Employee's discretion, may choose to contribute any portion or no portion of Employee's pay to the District's 457(b) plan. Should Employee choose to contribute, Employee may be entitled to a partial District match as provided by the decision of the Board of Commissioners which may be amended from time to time. This contribution may be limited by the plan's maximum contribution guidelines. Employee should consult those guidelines for additional guidance.

Employee's participation in these plans is solely at Employee's option.

IT IS THE RESPONSIBILITY OF EMPLOYEE TO BECOME FAMILIAR WITH THE TERMS OF THESE PLANS AND TO DETERMINE WHETHER OR NOT TO PARTICIPATE IN THEM, OR ANY OF THEM, AS EMPLOYEE DEEMS APPROPRIATE. EMPLOYEE SHOULD NOTE THAT THESE PLANS MAY INCLUDE PROVISIONS THAT LIMIT THE TIMES AND CONDITIONS UNDER WHICH EMPLOYEE MAY ELECT TO PARTICIPATE IN THEM.

Travel Expenses. The District shall pay for or reimburse Employee in accordance with the District's standard policies for travel for the purpose of carrying on District business.
The District’s standard policies for reimbursement of travel expenses are those set forth in Florida Statutes Section 112.061;

However, the District reimbursement rate for the use of a private vehicle on District business is the mileage rate published by the United State Internal Revenue Service, as amended from time to time.

Termination for Disability or Cause. The Employment Contract may be terminated by the District Board of Commissioners upon any of the following events:

1. The expiration of 30 days following written notice given by the District Board to Employee of the District's election to terminate this Agreement following Employee's Disability. "Disability" means the inability of Employee to perform substantially all of the duties required of Employee by the Employment Contract by reason of physical or mental incapacity for a period of one month, or a period of more than 30 days in the aggregate in any 18 month period. "Disability" includes the death of Employee.

2. A determination by the District Board that Cause exists to terminate the Employment Contract, and written notice of termination for Cause is given by the District Board to Employee. "Cause" means any of the following events or conditions:
   - A material breach by Employee of any material provision of the Employment Contract.
   - Any act by Employee in violation of the obligations imposed upon public officials under applicable law.
   - Fraud or other dishonest act by Employee involving the District.
   - Employee's conviction of a felony.

Such termination shall be effective upon the date specified in the written notice of termination, and may be effective immediately.

Notices. Any notice or other communication required or permitted to be given in connection with the Employment Contract shall be in writing and shall be deemed to have been duly given (a) when personally delivered, (b) on the business day following deposit of such notice with a reputable overnight courier service, or (c) sent by certified mail, return receipt requested, postage prepaid, as follows:

If to the District:

Chairman, District Board
Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, Florida 33037

With a copy to:

Thomas M. Dillon
Raymond Giglio
PO Box 370736491
Key Largo, Florida 33037-0736
If to Employee, at the address specified in the Employment Contract.

Either party may change such party's address for the purpose of this Section by written notice similarly given.

13. Severability. If any provision of the Employment Contract shall be held to be invalid or unenforceable, such provision shall be construed and enforced to the extent possible as if it had been more narrowly drawn so as not to be invalid or unenforceable, and such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of the Employment Contract. However, if either party determines in good faith that, as a result of a provision of the Employment Contract being held invalid or unenforceable, the Employment Contract no longer serves the purposes for which it was written, that party may terminate the Employment Contract.

14. Entire Agreement. The Employment Contract, including the documents incorporated therein by reference sets forth the parties' final and entire agreement, and supersedes any and all prior understandings, with respect to the employment of Employee by the District.

15. Assignment; Ratification of Agreement. The Employment Contract is an agreement for personal services, and the District has determined to hire Employee on the basis of Employee's personal qualifications. The Employee may not assign or delegate its rights or obligations under the Employment Contract, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.

16. No Waiver. No failure or delay by either party in exercising any right, option, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, option, power, or privilege.

17. Amendment. The Employment Contract can only be amended, waived or terminated by a writing signed by both the District and Employee.

18. Applicable Law. The Employment Contract shall be governed by and construed and interpreted in accordance with the internal law of the State of Florida, without reference to its rules as to conflicts of law.

19. Headings. The section headings in the Employment Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of the Employment Contract.
ATTACHMENT B
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT

DISTRICT GENERAL MANAGER DUTIES

ESSENTIAL FUNCTIONS The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

A. Executing Board's direction in identifying, selecting and contracting with rate consultants, auditors, insurance consultants, lab service contractors, consulting engineers, hydro geologists, and other consultants and professionals required by the District.

B. Providing management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.

C. Acting as custodian of the District's books and records in accordance with Florida Statutes Section 189.9.

D. As directed by the District Board, serving as intergovernmental liaison between the District and local governments within which the District provides wastewater service, including, without limitation, coordination of service extensions with applicable comprehensive plans, communicating with public officials on all matters that pertain to the District, attending governing board and staff meetings to discuss District issues.

E. Providing the Board, or individual members thereof, upon request, with data or information concerning District construction and operations, and providing advice and recommendations to the Board.

F. Coordinating with District's Chief Financial Officer, Engineer, and Counsel, and supervising other District staff.

G. Negotiating leases, contracts, and other agreements, including consultant services, for the District, subject to Board approval.

H. Overseeing all governmental filings.

I. Monitoring the performance of all terms and conditions in all leases, contracts, and agreements, and notifying the Board of known violations thereof.

J. Monitoring the operations and billing functions of the District and ensuring compliance with the Board's policy and direction.

K. Preparing annual reports.

L. Consulting with, and supervision of, contractors as reasonably required and necessary with regard to construction of capital projects.
ATTACHMENT C
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT
DISTRICT GENERAL MANAGER PERFORMANCE CRITERIA

The purpose of this attachment to establish a PERFORMANCE CRITERIA for periodic evaluation particularly during the six-month probationary period. Criteria have been developed by Margaret Blank and the district board. The purpose being to establish a series of goals which can be reviewed periodically to determine the overall district progress and performance of the general manager.

Introduction TRANSITION PLAN

The purpose of this memorandum is to continue with the Transition Plan for the District.

Construction

There are some major projects still in progress. These include the shallow back-up wells, the sludge handling system, the Intellipro upgrade, SCADA upgrades at the vacuum pump stations, serving unique properties, and serving the cold spot area on C-905.

All of these activities will require continued planning and oversight. They will still be generating questions and concerns from the public.

Operations

Operations is functioning well. The wastewater treatment plant is meeting AWT and because of that will be issued a new permit allowing the District to operate at lower staffing levels. I&I is no longer an issue in the collection system. However, staff will continue to monitor it.

The challenge for this year is to deal with the odor issue.

Transition

The District has been very successful at financing, designing and building its sanitary sewer system. However, we're now entering the operations phase and we need to put the infrastructure in place to support our mission. Following is a list of areas that need attention.

1. Purchasing: The District has a solid purchasing policy. We've been very successful at using in-house resources to procure equipment and services related to construction. Now we need to translate that into a permanent, on-going function suitable for an operating utility. Some of the necessary tasks are listed below:

   A. Asset Management: The District has purchased asset management software. This software is used by several municipalities and utilities in Florida. The major advantage is that this software interacts with ESRI to simplify tracking of maintenance on field assets such as pits and valves. Kick-off for the Asset Management is expected in December 2011.

   B. Inventory Control: The District has a series of spreadsheets for inventory control. This system must be integrated into our asset management software.

   C. Tracking: Provide a way for staff to follow up on requisitions and purchase orders.

2. Finance/Accounting: Note that the Chief Financial Officer reports to the Board and not to the General Manager. For the District to run smoothly as a utility, internal management reporting is required. At a minimum, regular reporting on the following is needed.

   A. Information on assessments and billings.

   B. Information on payroll, including pay rates, overtime, vacation and sick time taken.

   C. Internal reports as needed for operations and trending.
M. In consultation with the District Engineer and District Counsel, as appropriate, issuing interpretations and clarifications of contract documents.
   a. Evaluating requests for substitutions or deviations therefrom.
   b. Providing recommendations concerning requests for substitutions or deviations therefrom.
   c. Preparing work orders.
   d. Monitoring all required project records.
   e. Reviewing applications for payment.
   f. Conducting comprehensive inspections of construction projects.
   g. Developing list of items needing completion or correction.

O. Negotiating contracts with engineers and other consultants regarding scope and cost of proposed contract change orders.

P. Monitoring to ensure compliance with funding and grant requirements.

Q. Monitoring to ensure that advances and reimbursements are consistent with funding and grant requirements.

R. Exercising due diligence with respect to construction management efforts consistent with governmental standards.
D. Track contracts and work authorizations. Are we exceeding contract limits?

3. **Engineering/GIS**: When construction and design are complete, we will still need additional work to support utility operations.

   A. Utility maps. Utility maps are up-to-date and in use by Operations personnel.

   B. Vacuum system model. The District has a series of spreadsheets that were used to perform vacuum system loss calculations. Although they were adequate for design, it is very difficult and time-consuming to make changes. Staff intends to model the vacuum system using ESRI software. This will allow us to make changes and see their impact quickly and easily. This task has not been completed as it is not as urgent as other tasks.

   C. Force main model. The District has purchased SewerCad, which is the software that CPH used to design the force main. The model will allow us to help property owners' engineers identify the most efficient pump when tying into the force main. If we monitor pressures along the force main, the model will help us evaluate whether the force main is working as it should. This task has not been completed as it is not as urgent as other tasks.

4. **Customer Tie-in Assistance**: Several businesses have expressed concern that their tie-in costs are extremely high. Although nearly all the package plant owners have tied in, there are about as many small businesses that need to tie in. These small businesses have never had any exposure to working with an engineer or working with the FDEP. They will need help from staff to guide them through the tie-in process. The District will make sure that at least one staff member is available to assist.

---

**ADDITIONAL PERFORMANCE PROGRESS CRITERIA**

Board Specified

3. Fine-Tune Customer Service—
4. Records Availability (Electronically Web Access)
5. Adequate Backup/Background for Agenda Items
6. Staff Restructuring
7. Digitize reports Coordination between Departments Interrelated Reports Access
8. Staff Interrelated Cooperation and Coordination
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Feb. 19, 2013

[ ] PUBLIC HEARING
[X] DISCUSSION
[X] ACTION ITEM

[ ] Other:

SUBJECT: Inter-Local Agreement, Mayfield Grant

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 2/15/2013

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

Summary Explanation/Background:

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
STATE WASTEWATER FUNDING
DISTRIBUTION AGREEMENT
FOR "YEAR TWO OF FOUR"

THIS AGREEMENT ("Agreement") made and entered into this ___ day of ______________, 2013, by and between the following Parties for the distribution of the second of four $50 million yearly allocations of State funding from the Save Our Everglades Trust Fund.

PARTIES:

CITY OF KEY COLONY BEACH (hereinafter referred to as "Key Colony Beach"), a municipal corporation of the State of Florida, whose address is P.O. Box 510141, Key Colony Beach, FL 33051-0141; and

CITY OF KEY WEST (hereinafter referred to as "Key West"), a municipal corporation of the State of Florida, whose address is 3132 Flagler Avenue, Key West, FL 33040, and

CITY OF MARATHON (hereinafter referred to as "Marathon"), a municipal corporation of the State of Florida, whose address is 9805 Overseas Highway, Marathon, FL 33050; and

FLORIDA KEYS AQUEDUCT AUTHORITY (hereinafter referred to as "FKAA"), an independent special district established under the Laws of Florida, whose address is 1100 Kennedy Drive, Key West, FL 33040; and

KEY LARGO WASTEWATER TREATMENT DISTRICT (hereinafter referred to as "KLWTD"), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037; and

ISLAMORADA, VILLAGE OF ISLANDS (hereinafter referred to as "Islamorada"), a municipal corporation of the State of Florida, whose address is 86800 Overseas Highway, Islamorada, FL 33036; and

MONROE COUNTY (hereinafter referred to as "County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040; and

WITNESSETH:

WHEREAS, Monroe County contains a National Marine Sanctuary (Florida Keys National Marine Sanctuary), several Federal and State Parks, and State Aquatic Preserves (Coupon Bight Aquatic Preserve and Lignumvitae Key Aquatic Preserve); and

WHEREAS, Monroe County and Key West were determined by the State Legislature to be areas containing, or having a significant impact upon, environmental or natural resources of regional or statewide importance that is so environmentally sensitive and fragile, that Monroe
County and Key West were designated by the State as Areas of Critical State Concern pursuant to Sections 380.05, Florida Statutes; and

WHEREAS, the Florida Department of Environmental Protection has determined that excessive nutrients are a primary contributor to water quality degradation in the Florida Keys, leading to depressed oxygen levels, increased algae and an imbalance in the number and diversity of native aquatic life, and

WHEREAS, in 1999, the State Legislature established binding treatment and disposal requirements for all wastewater management facilities in Monroe County; and

WHEREAS, the County, FKAA, Key Colony Beach, Key West, KLWTD, Islamorada, and Marathon (collectively, the “Parties”), are all engaged in efforts to provide centralized wastewater treatment plants and collection systems throughout the Florida Keys and to upgrade and improve existing wastewater treatment systems to protect the fragile ecosystem of the Florida Keys and to comply with the requirements of Chapter 99-395; and

WHEREAS, the responsibility for financing the construction or upgrade of wastewater management facilities in the Florida Keys resides with the Parties to this Agreement and the business owners, homeowners, and property owners in the areas served by the Parties; and

WHEREAS, in 2008 the State Legislature approved a modification to Section 215.619, Florida Statutes, authorizing the issuance of $200 million of Everglades restoration bonds for the purpose of implementing the Florida Keys Area of Critical State Concern protection program under Sections 380.05 and 380.0552, Florida Statutes; and

WHEREAS, the Florida Keys Area of Critical State Concern protection program calls for the restoration and conservation of natural systems through, among other things, the implementation of state-mandated wastewater management projects identified in the Keys Wastewater Plan, dated November 2007, and submitted to the Florida House of Representatives on December 4, 2007; and

WHEREAS, the $200 million generated by the issuance of Everglades restoration bonds is administered by the Florida Communities Trust (the “Mayfield Grant Funds”); and

WHEREAS, in March of 2012, the State Legislature appropriated and the Governor subsequently approved, the first of four $50 million yearly allocations of the $200 million in Mayfield Grant Funds; and

WHEREAS, the first of four $50 million yearly allocations of Mayfield Grant Funds was disbursed with the stipulation that 60% of the said $50 million be distributed to the County for the Cudjoe Regional Wastewater Project and that 40% be distributed to Islamorada; and

WHEREAS, the Parties anticipate the State will disburse the second or Year Two of Four distribution of Mayfield Grant Funds -in Fiscal Year 2013; and
WHEREAS, this Agreement details and specifies the Year Two of Four distribution of Mayfield Grant Funds that the Parties have determined to be, and have agreed would be fair and equitable to all Parties.

NOW, THEREFORE, in consideration of the mutual covenants set forth in this Agreement, and other valuable consideration, the sufficiency and receipt of which is acknowledged by all of the Parties, the Parties hereby agree as follows:

1. **Definitions** - As used herein, the following terms shall have the following meanings, unless the context clearly otherwise requires:

   - **Agreement** shall mean this Interlocal Agreement.
   - **Authorized Officer** shall mean the Mayors of the County, Key Colony Beach, Key West, Islamorada, and Marathon, and the Chairperson of the Boards of the FKAA and the KLWTD.
   - **Fiscal Year** shall mean the State of Florida fiscal year, i.e., the period commencing on July 1 of each year and continuing through the next succeeding June 30, or such other period as may be prescribed by law.
   - **Fund, Funds or Funding** shall mean the Mayfield Grant Fund, Mayfield Grant Funding, or State Wastewater Funding.
   - **Mayfield Grant Fund or State Wastewater Fund** shall mean the $200 million authorized by the State Legislature pursuant to Section 215.619, Florida Statutes and distributed by the State to the Parties pursuant to Section 215.619(1)(a)2, Florida Statutes.
   - **Party or Parties** shall mean the signatories to this Agreement, individually or collectively (to wit: the County, FKAA, Key Colony Beach, Key West, KLWTD, Islamorada, and Marathon.
   - **State** shall mean the State of Florida.
   - **Wastewater** shall mean sewage or effluent of any nature or originating from any source.
   - **Year Two of Four** shall mean the second of four $50 million yearly allocations of Mayfield Grant Funds.

2. **Recitals.**

   The recitals set forth above are true and correct and are hereby incorporated in this Agreement.
3. **Effective Date and Term.**

(a) This Agreement shall take effect on the date it is fully executed by the Authorized Officer of all of the Parties.

(b) This Agreement shall continue in full force and effect until:

1) All of the anticipated Year Two of Four Mayfield Grant Funding has been distributed to the Parties in accordance with this Agreement and there are no additional Year Two of Four Mayfield Grant Funds available to be distributed; or

2) This Agreement is terminated by the mutual consent of all of the Parties, in writing.

4. **Distribution of Funds.**

(a) If the State appropriates the anticipated Year Two of Four $50 million allocation of Mayfield Grant Funds, all such Funding so received shall be distributed to the Parties in accordance with and pursuant to the distribution schedule set forth below.

YEAR TWO of FOUR
STATE WASTEWATER FUNDING SCHEDULE

<table>
<thead>
<tr>
<th>Wastewater Project (Recipient)</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>County</td>
<td>$0</td>
</tr>
<tr>
<td>FKAA</td>
<td>$5,000,000</td>
</tr>
<tr>
<td>Key Colony Beach</td>
<td>$1,000,000</td>
</tr>
<tr>
<td>Key West</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>KLWTD</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>Islamorada</td>
<td>$0</td>
</tr>
<tr>
<td>Marathon</td>
<td>$20,000,000</td>
</tr>
<tr>
<td>TOTAL</td>
<td>$50,000,000</td>
</tr>
</tbody>
</table>

(b) In the event the State appropriates less than the anticipated $50 million Year Two of Four allocation of Mayfield Grant Funds, all such Funding received shall be distributed to the Parties on a *pro rata* basis pursuant to the distribution schedule as set forth in paragraph 4. (a) above.

(c) In the event the State appropriates less than the anticipated $50 million Year Two of Four allocation Annual Appropriation, the State subsequent appropriation of the Year Three, Four, Five, etc., of the Mayfield Grant shall continue to be distributed on a prorate basis predicated on the Paragraph 4a distribution schedule until such time as all parties have received the allocation amount specified in Paragraph 4a.
5. **Utilization of Funding.**

(a) Any Mayfield Grant Funds received by the Parties from the State shall be utilized by the Parties to finance or refinance the cost of constructing sewage collection, treatment, and disposal facilities; or any other lawful purpose in accordance with the laws, statutes, rules, and regulations promulgated by the State with reference to the expenditure of any such Funds.

6. **No Guaranteed Distribution Amount.**

The amount of Funding to be received by each Party pursuant to this Agreement is dependent upon (a) the amount of Funding actually received from the State, (b) the restrictions and requirements set forth in Section 215.619, Florida Statutes, as well as the bonding, appropriations, and distribution processes of the State, and (c) Paragraph 4 of this Agreement.

7. **Joint Cooperation**

The Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation and distribution of the $50 million Year Two of Four allocation of Mayfield Grant Funds to the Parties. Toward that end:

(a) The parties agree to utilize their state lobbyist(s) (if applicable) to request the State Legislature and the Governor to approve and appropriate the Year Two of Four allocation of Mayfield Grant Funds to the Parties pursuant to Paragraph 4a and in accordance with this Agreement.

(b) The parties agree to coordinate their lobbying efforts and to work in good faith with each other. In exercising "good faith", a party shall not lobby against the interests of the other parties as it pertains to Year 2 of 4 allocation of Mayfield Grants. Each party shall make reasonable efforts to keep the other parties advised of their own lobbying activities as it relates to State wastewater funding.

(c) Each Party shall keep the other Parties informed of all meetings, trips, telephone calls, and developments in a timely fashion. Each Party shall provide such information with enough notice to enable the other Parties to participate in and/or attend such meetings, trips, or telephone calls, if appropriate.

8. **Records – Access and Audits.**

All Parties shall maintain adequate and complete records for a period of four years after each Annual Allocation. Each Party, its officers, employees, agents and contractors shall, upon proper request, have access to the books, records, and documents of the other Parties, related to this Agreement. The access to and inspection of such books, records, and documents by the Parties shall occur at a reasonable time upon reasonable notice.
9. **ASSIGNMENT.**

No Party may assign this Agreement or any of its obligations under this Agreement without the approval of the other Parties. All the obligations of this Agreement will extend to and bind the legal representatives, successors and assigns of all of the Parties.

10. **SUBORDINATION.**

This Agreement is subordinate to the laws and regulations of the United States, and the State of Florida, whether in effect on commencement of this agreement or adopted after that date.

11. **INCONSISTENCY.**

If any item, condition or obligation of this Agreement is in conflict with other items in this Agreement, the inconsistencies shall be construed so as to give meaning to those terms which limit the responsibility and liability of each Party.

12. **NOTICES.**

Unless otherwise specified, all Notices must be sent by certified mail to the following:

**FLORIDA KEYS AQUEDUCT AUTHORITY**
Executive Director
1100 Kennedy Drive
Key West, FL 33040

**ISLAMORADA VILLAGE OF ISLANDS:**
City Attorney, Thomas D. Wright
9711 Overseas Highway
Islamorada, Florida 33036

**KEY COLONY BEACH:**
City Attorney, Thomas D. Wright
9711 Overseas Highway
Marathon, FL 33051
City Administrator
P.O. Box 510141
Key Colony Beach, FL 33051-0141

**MARATHON:**
City Manager
9805 Overseas Highway
Marathon, FL 33050

**KEY LARGO WASTEWATER TREATMENT DISTRICT:**
General Manager
PO Box 491
Key Largo, Florida 33037

**MONROE COUNTY:**
County Administrator
1100 Simonton Street, Suite 205
Key West, FL 33040
County Attorney
P.O. Box 1026
Key West, FL 33041-1026

**KEY WEST:**
City Manager
3132 Flagler Avenue
13. **Non-Reliance by Non-Parties.**

No Non-Party entity shall be entitled to rely upon the terms, or any of them, of this Agreement to enforce or attempt to enforce any third-party claim or entitlement or benefit of any service or program contemplated hereunder, and each Party agrees that neither the Party nor any officer, agent, or employee of the Party shall have the authority to inform, counsel or otherwise indicate that any particular individual or groups of individuals, entity or entities, have entitlements or benefits under this Agreement separate and apart, inferior to or superior to the community in general or for the purposes contemplated under this Agreement.

14. **Headings.**

The headings and other captions contained in this Agreement are provided for reference and convenience purposes only and are in no way intended to describe, interpret, define, expand, or limit the scope, extent, or intent of this Agreement, or any provision hereto.

15. **Implementing Actions of the Parties.**

The Parties shall take any and all necessary and appropriate actions relating to the implementation of this Agreement.

16. **Dispute Resolution.**

With respect to any dispute, claim, or controversy arising out of or relating to this Agreement, or any Party’s performance thereof, or the breach, termination, enforcement, interpretation or validity thereof, the Parties shall utilize the process for dispute resolution set forth in Chapter 164, known as the “Florida Governmental Conflict Resolution Act”.

17. **Attorneys’ Fees and Costs.**

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

18. **Governing Law; Venue.**

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

19. **Hold Harmless.**

To the extent provided by law and without waiving Sovereign Immunity, each Party agrees to fully hold harmless, indemnify, defend, discharge and release the other Parties, their officers, employees, agents, contractors and subcontractors from and against any and all causes of action, claims, costs, demands, expenses and losses of whatever type that arise out of or are attributable to
this Agreement; except for any causes of action, claims, costs, demands, expenses and losses that are the result of the sole negligence or malfeasance of the respective Party.

20. **Counterparts.**

This Agreement may be executed in any number of counterparts and by each Party 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.

21. **Joint Preparation.**

The preparation of this Agreement has been a joint effort of the Parties, and this Agreement has been carefully reviewed by the Parties. Therefore this Agreement shall not, solely as a matter of judicial interpretation, be construed more severely against one of the Parties than the other.

22. **Full Understanding.**

This Agreement is the Parties’ final mutual understanding regarding the subject matter hereof. It replaces and supersedes any earlier prior and contemporaneous agreements or understandings, whether written or oral. This Agreement may be modified and amended only by written instrument executed by the Parties hereto.

23. **Interlocal Agreement.**

This Agreement shall constitute an inter-local agreement pursuant to Section 163.01, Florida Statutes.

**IN WITNESS WHEREOF,** the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.

[SIGNATURES ON FOLLOWING PAGES]
BOARD OF COUNTY COMMISSIONERS OF MONROE COUNTY, FLORIDA

George Neugent, Mayor

(SEAL)

ATTEST: Amy Heavlin, Clerk

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert B. Shillinger, County Attorney
CITY OF KEY COLONY BEACH, FLORIDA

__________________________________________
Ronald A. Sutton, Mayor

(SEAL)

ATTEST:

__________________________________________
Vickie L. Bollinger, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

__________________________________________
Thomas D. Wright, City Attorney
CITY OF KEY WEST, FLORIDA

Craig Cates, Mayor

(SEAL)

ATTEST:

Cheryl Smith, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY

Shawn Smith, City Attorney
CITY OF MARATHON, FLORIDA

Mike Cinque, Mayor

(SEAL)

ATTEST:

Diane Clavier, City Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

John Herin, City Attorney
FLORIDA KEYS AQUEDUCT AUTHORITY

J Robert Dean, Chair

(SEAL)

ATTEST:

Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert T. Feldman, General Counsel
ISLAMORADA, VILLAGE OF ISLANDS, FLORIDA

______________________________
Ken Philipson, Mayor

(SEAL)

ATTEST:

______________________________
Village Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

______________________________
Nina Boniske, Village Attorney