KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS
COMMISSION MEETING AGENDA

March 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. PRESENTATION
1. Islamorada
2. SCADA

G. BULK ITEMS
3. March 12, 2013 Minutes
4. 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 MONROE COUNTY, THE MONROE COUNTY LAND AUTHORITY, AND OTHER GOVERNMENTAL ENTITIES FOR CONSERVATION PURPOSES; AND PROVIDING AN EFFECTIVE DATE.
5. RESOLUTION NO. 03-01-13
   A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING DESIGNATION OF FIVE TAX PARCELS AS PARCEL EXCLUDED FROM THE 2007 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE
6. RESOLUTION NO. 04-02-13
   A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF JULIE AND BRADLEY MEAD FOR REMOVAL OF ONE TAX PARCEL FROM THE 2012 PRELIMINARY NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE
7. RESOLUTION NO. 07-03-13
   A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING DESIGNATION OF ONE TAX PARCEL AS PARCEL EXCLUDED FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE
8. City Works Lease Renewal

H. FINANCIAL REPORT
9. Pending Payments Action

I. COMMISSIONER'S ITEMS
10. Leadership Graduation
    Invitation to Commissioners (Commissioner Tobin)
11. Donation to Support Tallahassee Action
    Legislative “Keys Days” (Commissioner Tobin)

J. ENGINEER REPORT
K. OPERATIONS REPORT

L. LEGAL COUNSEL REPORT

M. GENERAL MANAGER'S REPORT
   12. Meeting Times
   13. Accounting Software
   14. Coral Coast

N. COMMISSIONERS ROUNDTABLE

O. ADJOURNMENT
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: March 19, 2013

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

SUBJECT: Islamorada

RECOMMENDED MOTION/ACTION:

Approved by General Manager: __________________________
Date: 3/19/2013

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs: $0</th>
<th>Attachments: N/A</th>
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<tr>
<td>Presentation</td>
<td>Funding Source:</td>
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Department Review:

[ ] District Counsel
[ ] General Manager
[ ] Finance

[X] Engineering
[ ] Clerk
[Operations]

Advertised:

Date: ________________
Paper: ________________
[X] Not Required

Summary Explanation/Background: Islamorada will give a presentation on their sewer project through Key Largo.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
When the Board approved the purchase of calibration equipment, they requested a demonstration of the equipment. Ryan Dempsey, the District’s I&C Technician will give the demonstration.
SUBJECT: Minutes of March 12, 2013

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager ___

Date: 3/15/2013

Originating Department: Clerk
Costs: $0
Funding Source:

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

[ ] Engineering
[ ] Clerk (C)
[ ] Operations

 Attachments: Minutes

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 Commission Meeting at 5:00 PM. Present were Chairman Majeska, Commissioners Andy Tobin, 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.

Ted Blackburn led the Pledge of Allegiance.

Chairman Majeska led the District in a moment of remembrance for Charles Brooks, Emma Fishburn and Dr. Joseph Goldberg.

APPROVAL OF AGENDA
Chairman Majeska added an item on Islamorada by Ted Blackburn, before Bulk Items and followed by Coral Coast. Commissioner Tobin added an item on memorials for Ken Sorenson, Murray Nelson, and Charlie Brooks under Commissioner Roundtable.

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

Vote on Motion

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Motion passed 5 to 0

ISLAMORADA UPDATE
Ted Blackburn, Islamorada Vice President, gave the District an update of the US 1 construction being done by Islamorada.

CORAL COAST
Coral Coast Association President Jose Jurua, homeowners John Hammerstrom and Diane Marshall, who have a green house, talked about the need of a 120 volt pump and they do not understand why a new agreement should be signed. See Exhibit "A".
PUBLIC COMMENT
Name & Address
John Hammerstrom, Key Largo
Diane Marshall, Key Largo
Sue Heim, Key Largo

Subject
Easements for Coral Coast and Grinder Pumps
See Exhibit “A”
Concerned over Conservation Resolutions
See Exhibit “B”

BULK ITEMS
Minutes of Feb 19, 2013

Motion: Commissioner Gibbs made a motion to approve the Minutes of March 12, 2013. Commissioner Asdourian seconded the motion.

Vote on Motion

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Motion passed 5 to 0

TJE Properties LLC AK 1589250

Motion: Commissioner Tobin made a motion to approve the TJE Properties LLC AK 1589250 appeal. Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 5 to 0

Trimble GPS Upgrade

Motion: Commissioner Tobin made a motion to approve the Trimble GPS Upgrade. Commissioner Gibbs seconded the motion.

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Commissioner Asdourian  X
Chairman Majeska  X
Motion passed 5 to 0

FINANCIAL REPORT

Pending Payments

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

Vote on Motion

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Motion passed 5 to 0

COMMISSIONER’S ITEMS
Report on Washington DC Trip
Commissioner Gibbs Reviewed his report on the trip to Washington DC trip. Example “B”.

ENGINEER’S REPORT
Shallow Well Update

Weiler Engineering reported that they are still talking to Layne about reducing their price of the Shallow wells.

Grinder Pump RFP Update

Operations Manager, Dan Saus, explained that there were no responsive proposals and that the District will be going out again after the Request for Proposals for Grinder Pumps is rewritten.

SCADA

Motion: Commissioner Higgins made a motion to accept the lowest responsive, responsible bidder as recommended by Eckler Engineering in their recommendation of award letter dated 3/5/13 which is Curry Controls Company with the Bid amount $355,000.00 and directed staff to issue them the Notice of Award. Commissioner Asdourian seconded the motion.
Vote on Motion

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Motion passed 5 to 0

LEGAL COUNSEL

District Legislation

District Counsel Ray Giglio reported that the District Legislation is continuing through the process on schedule.

Conservation Resolutions
The Board directed Mr. Giglio to reword the resolution to clarify the meaning.

GENERAL MANAGER REPORT

Trip to Tallahassee
Margaret Blank reported that the Tallahassee trip went well and responsive.

Sales Tax Update
Ms. Blank reported that there has not been any change. The Board directed the Manager to put together a report on the on the sales tax in the same manner in which she did the report for the Washington DC trip.

Office Security
Paul Christian reported that there have been panic buttons provided in the office and cameras that record sight and sound in the office and entrance.

Islamorada Report
Dan Saus informed the Board of the construction plans. There will be a presentation by Islamorada at the March 19, 2013 meeting.

COMMISSIONER'S ROUNDTABLE

Memorial
Commissioner Tobin suggested that the Board consider naming some of the Vacuum Stations after Charles Brooks, Murray Nelson, and Ken Sorenson.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 8:45 PM.

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

__________________________
Chairman Majeska

Carol Walker, CMC District Clerk
KLWTD Board of Commissioners
Board Meeting
March 12, 2013
Dear Chairman Majeska,

1. One year ago, March, 2012, all property owners in Coral Coast agreed to and signed simple, two-page "Low Pressure Sewer Service Agreements" that included a grant of easement, that read in part:

   "NOW, THEREFORE, for valuable consideration [59,000 Assessment], the receipt and adequacy of which is hereby acknowledged, the undersigned owners hereby grant to the Key Largo Wastewater Treatment District easements to construct, install, maintain, and operate an LPS system extending from the house situation on the Property to a connection in the public right-of-way adjacent to the Property, and owners and the District further agree to the terms set forth below: [emphasis added]" (See Exhibit A)

2. By comparison, the Florida Keys Aqueduct Authority (FKAA) assesses their LPS customers $4,500, using a two-page "Agreement and Grant of Easement for Installation and Maintenance of Low Pressure Sewer System Pump Station." Their Agreement has been signed by hundreds of customers in the Cudjoe Key area and those agreements have been submitted to the Clerk of the Court for recording. (See Exhibit B)

3. On January 8, 2013, the Key Largo Wastewater Treatment District distributed to Coral Coast property owners the proposed "Easement Grant," telling us "...you must complete the enclosed additional documents, have them notarized and return them to us by Monday, January 14, 2013 (six days later). While in a more traditional format that would facilitate recording the instrument, the 2013 Easement contained extraneous provisions not relevant to the granting of an easement. (See Exhibit C)

4. A Registered letter, dated February 5, 2013 from José Jurado, President of the Homeowners Association of Coral Coast was signed for by KLWTD staff on February 11. The letter asked that the District, "Please explain at your earliest convenience why we are being asked to sign a substantially different Easement letter." A month later, we have received neither an acknowledgement nor an answer from the District. (Exhibit D)

5. The details of a customer service complaint presented by one of our property owners to the District at their February 19 meeting are relevant, but do not need to be repeated here. (See Exhibit E)
6. The legal confusion of having signed one agreement and then being presented with another agreement—one that contained extraneous provisions—necessitated contacting a lawyer. His opinion states in part:

"Although the Service Agreement, by its terms, purports to be an enforceable contract between individual homeowners and the KLWTD, it is not signed on behalf of KLWTD."

"The absence of a signature on behalf of the KLWTD, however, does not necessarily relieve the KLWTD of the obligations it agreed to undertake as specifically described in the Service Agreement. The KLWTD drafted the Service Agreement which it induced the homeowners to sign with the understanding that it was binding on the KLWTD. Consistent with that understanding, the homeowners fulfilled their obligations under the Service Agreement by paying the fees demanded by the KLWTD. By accepting those funds and without disavowing the Service Agreement, the KLWTD would be hard-pressed to now take the position that it is not compelled to fulfill its reciprocal obligations..."

"...I am more troubled by the provision whereby the property owner assumes liability for any injuries or damages incurred by a third party as a result of the activities of KLWTD's representations. Utility easements are intended to ensure access by the utility provider for the limited purposes of repairing and maintaining its equipment. It is not a means by which extraneous matters such as assumption of risk should be addressed. Moreover, the KLWTD is in a far better position to supervise its own staff than is the property owner. I strongly recommend that any reference to the assumption of responsibility by the homeowner for the actions of the KLWTD be deleted from the Utility Easement."

Conclusion

It is requested that the Key Largo Wastewater Treatment District reframe the signed and notarized "2012 Easement and Low Pressure Sewer Service Agreement" as needed to make the instrument recordable with the Monroe County Clerk, that the new document exclude extraneous provisions, that it be offered to ALL "Unique Property" LPS customers in the District for their signatures and furthermore that the document be signed by a representative of the District with sufficient authority.

Thank you for your consideration of this matter.

Sincerely,

Board of Directors, Homeowners Association of Coral Coast
LOW PRESSURE SEWER SERVICE AGREEMENT

WHEREAS, the owners of the parcel (the "Property"), the legal description of which is attached hereto as Exhibit "A", desire the Key Largo Wastewater Treatment District (the "District") to enter upon the Property to install a low pressure sewer ("LPS") system consisting of an individual grinder pump, electrical connection, pump discharge line, low pressure sewer main and appurtenances; and

WHEREAS, the owners desire that, following installation of the LPS system, the District enter the Property from time to time, as reasonably necessary, to repair and maintain the LPS system (excluding the gravity-flow service line). and

NOW, THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned owners hereby grant to the Key Largo Wastewater Treatment District easements to construct, install, maintain, and operate an LPS system extending from the house situated on the Property to a connection in the public right-of-way adjacent to the Property, and owners and the District further agree to the terms set forth below:

1. The District and its employees, inspectors, contractors, representatives and agents shall be permitted access to the Property for the purpose of installation of an LPS system thereon consisting of an individual grinder pump, electrical connection, pump discharge line, low pressure sewer main and appurtenances thereto. In the event access to the interior of a house or other building on the Property is necessary to complete the installation, advance permission to enter shall be obtained from at least one owner prior to entry and the completion of the installation. The District will construct the LPS system along the shortest and/or most cost-efficient route from the house situated on the Property to the public right-of-way connection. Prior to installation, the District shall mark the location of the grinder pump, connections and lines, and discuss the same with the owners. The owners are responsible to provide 220V electrical service mounted on the exterior of the house within 20 linear feet of the grinder pump location.

2. If the owners desire the District to change the location of the grinder pump, connections, or lines, the owners must make a written request for the changes within three business days of the discussion, and the owners must provide a drawing indicating the desired changes. Within three business days after receiving the written request for the changes, the District will respond to the owners, either denying the request, accepting the request at no cost to the owners, or proposing a price for the changes based on the estimated cost of accomplishing the changes. If the estimated cost to accomplish the requested changes is two hundred dollars ($200.00), or less, the District will make the requested changes at no cost to the owners. If the estimated cost to accomplish the requested changes is more than two hundred dollars ($200.00) the District will make the requested changes only if the owners agree to pay the estimated cost to accomplish the requested changes in excess of two hundred dollars ($200.00). Upon completion of the installation, the District will provide an as-built drawing showing the location of the grinder pump and associated facilities installed by the District.

3. The District's maintenance obligation for the LPS system shall include only service repairs resulting from normal wear and tear and not damage to the LPS system resulting from intentional, negligent or accidental abuse or misuse of the LPS system. Service and repairs required, as a result of intentional, negligent or accidental abuse or misuse of the LPS system, shall be the sole financial responsibility of the owners. The owners agree to hold the District harmless for consequential damage arising from such intentional, negligent or accidental abuse or misuse of the LPS system.

4. The District shall not be responsible for repair or maintenance of the gravity service line between the house and the grinder pump. The owners agree that repair and maintenance of the gravity service line and the house plumbing are solely the responsibility of the owners.

5. Following installation, the District, and its employees, inspectors, contractors, representatives and agents are granted permission to enter upon the owners' Property at any time to install, inspect, test.
maintain and repair the LPS system. Said right of entry shall not include the right to enter the house or any other buildings located on the Property. In the event access to the interior of the house or other building on the Property is necessary to inspect, test, maintain and repair the LPS system, advance permission to enter shall be obtained from at least one owner prior to entry for such purposes. If the owners fail to allow the District access to the LPS system, the District will, in its discretion, upon reasonable notice to the owners, terminate this agreement, transfer ownership of the LPS system to the owners (or their successors), and cease operation, maintenance, and repair of the LPS system. This remedy is in addition to any other remedy permitted by law.

6. The District will exercise reasonable care to minimize the disruption of surface vegetation and physical, non-vegetative improvements in connection with installation, repair and maintenance of the LPS system. If the District damages vegetation or non-vegetative improvements in the course of (1) installation of the LPS system, or (2) repairs and maintenance for which the District is responsible under Paragraph 3. above, the District will bear and be responsible for the cost of replanting, reseeding, or resodding the damaged vegetation, and the reasonable cost of repair or replacement of the non-vegetative improvements damaged in the course of such installation, repairs, and maintenance. For repairs and maintenance other than repair and maintenance for which the District is responsible under Paragraph 3. above, the owners shall bear and be responsible for repair or replacement of vegetation or non-vegetative improvements damaged in the course of such repairs and maintenance.

7. The District’s authority to levy non-ad valorem assessments, and to charge monthly charges for provision of wastewater service to the parcel is not altered, diminished, or otherwise affected by this agreement, and the District shall levy such assessments and impose such charges in the same manner as they are levied and imposed on similarly situated parcels.

8. The owners agree to the District’s connection of the grinder pump to the Property’s electrical system. The owners further agree that the electric power cost of the grinder pump is the owners’ responsibility.

9. The owners agree to provide notice, in writing, of the conditions of this Agreement to any and all persons who claim or may have an interest in the Property, to any and all persons who may be tenants, occupants or users of the Property, and to all other persons or entities connected to use of the Property, including but not limited to realtors, developers, builders and contractors. Presentation of a copy of this Agreement to the applicable person or entity shall be considered full compliance with this requirement.

10. This Agreement shall run with the land and bind the owners, their successors and assigns, and all persons claiming by or through such owners shall be taken to hold, agree and covenant to conform to and observe said reservations and agreements, and the sale or use of all or any part of the Property shall be subject thereto, but no covenant, reservation or restriction herein set forth shall be personally binding on the owners or their successors or assigns except in respect to breaches committed during their ownership of said land, and said District shall have the right to enforce the observance of these covenants and agreements in any court of competent jurisdiction.

[Intentionally left blank.]
Executed this 3rd day of [insert month], 2012.

OWNER: [signature]  
By: [signature]  
WITNESS: [signature]  
By: [signature]

COUNTY OF MONROE
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this [insert date], by [insert name(s)], who is (are) personally known to me or who has (have) produced [insert identification(s)].

[Notary Public Signature]

Printed Name: [insert name]

My Commission Expires: [insert expiration date]

Easement and Service Agreement
SKETCH & DESCRIPTION OF PUMP STATION EASEMENT
LOT 15
SECOND CORRECTED PLAT OF CORAL COAST
(P.B. 7, PG. 63, M.C.R.)

SCALE IN FEET
1" = 100'

LAND DESCRIPTION:
An easement for sewer system purposes over the following described lands:

All of Lot 15, SECOND CORRECTED PLAT OF CORAL COAST, according to the Plat thereof as recorded in Plat Book 7, Page 63 of the Public Records of Monroe County, Florida.

Said lands lying and situate in Monroe County, Florida, containing 28,413 square feet, more or less.

SURVEYOR'S NOTES:
1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south line of Lot 15 having a bearing of S40°08'04"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
6. Abbreviation Legend: L.B. = Licensed Business; M.C.R. = Monroe County Records; P.B. = Plat Book; PG. = Page; P.L.S. = Professional Land Surveyor; R.E.N. = Real Estate Number.
7. Address: 115 Coastal Drive, Key Largo, FL 33037
8. Real Estate Number and address shown hereon obtained from the Monroe County Property Appraiser's website.

CERTIFICATION:
I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 2-10-2012
KEITH M. CHEE-A-TOW, P.LS.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

REVISIONS
AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
59 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROM-SURVEY.com
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JOB #: 8936 S&D15
SCALE: 1" = 100'
DATE: 02/10/2012
BY: S.A.M.
CHECKED: K.M.C.
F.B. NONE PG. NONE
SHEET 1 OF 1
EXHIBIT B

AGREEMENT AND GRANT OF EASEMENT FOR INSTALLATION AND MAINTENANCE OF LOW PRESSURE SEWER SYSTEM PUMP STATION

Florida Keys Aqueduct Authority ("Authority")
Attn: Joshua W. Peele
1100 Kennedy Drive
Key West, FL 33040

Owner, co-owners, heirs, successors, grantees, and assigns, ("Owner") of the Property at the address of

acknowledges that the Authority intends to furnish and install a simplex grinder low pressure pumping station, pump control panel and valve box with appurtenant pipe and electrical apparatus (Facilities) of a type and in a manner approved by the Authority, in an owner-selected portion of the above-referenced property.

Owner agrees to install, own, maintain, repair and replace the sewer lateral from the building connection to the Facilities and the electrical portion of the system from the building circuit panel to the pump control panel, and the Authority will install, own, maintain, repair and replace electrical service from the pump control panel to the Pump Station, the Pump Station itself, and the piping from the Pump Station to the street.

Owner understands and agrees that the Authority will perform inspections, maintenance and replacement of the Pump Station as necessary. Owners, also, understand and agree that the Authority will provide normal maintenance service on the Facilities at no additional charge to the Owners.

In order to provide the Authority access to the Facilities, the Owners for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does grant, sell and convey an Easement to the Authority, its successors and assigns, under the following terms and conditions:

Owner hereby grants to the Authority an easement under, over, across and upon the property described as Lot(s)_____, Block_____, in The Official Records of Monroe County in Book____ at Page_____.

1. Upon agreement between Owner and the Authority, easement shall be confined to the Owner-selected location of Facilities, including a work area of five (5) feet, each way, from the Facilities.

2. The Authority, its successors and assigns, shall have the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect the Facilities and shall have right of ingress and egress thereto and therefrom over and across the easement area. The Authority shall notify the Owner prior to gaining access, except in emergency conditions.

3. Owner shall furnish and maintain the easement area free of any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with: (a) Authority's safe or proper installation, operation, maintenance, inspection, or removal of the Facilities located in the easement area. Owner shall have the right to make any other use of the easement area which does not interfere with the Authority's Facilities.
4. Any obstruction to the safe or proper operation, maintenance, inspection, Facilities thereto may be removed by the Authority at Owner's expense. The Authority shall notify Owner of any such obstruction prior to any action in this regard and allow Owner time to remove obstruction; except for emergency conditions during which the Authority may require immediate, unobstructed access to the Facilities.

5. Owner shall bear the cost of any relocation or modification of said Facilities when the change is necessitated by Owner's requirements.

6. All covenants, stipulations, terms, conditions, and provisions of the agreement shall extend to and be made binding upon respective successors and assigns of Authority and Owner. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.

7. The Owner does hereby state that they have sufficient authority and title to grant this easement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Grant of Easement on this ___ day of ________, 20___.

WITNESSES: (Requires two witnesses)

By: ____________________________
Witness Signature (1)
Printed Name

By: ____________________________
Witness Signature (2)
Printed Name

OWNER(S):

By: ____________________________
Signature
Printed Name

By: ____________________________
Signature
Printed Name

STATE OF ______________________
COUNTY OF ________________

The foregoing instrument was acknowledged before me this ___ day of _____________, 20__ by ____________________________ who is/are personally know to me or who has/have produced _______________________ as identification.

[NOTARY SEAL]

Notary Public, State of ________________
EASEMENT GRANT

FOR good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the "Grantor," whose mailing address is: Key Largo Wastewater Treatment District, whose mailing address is: PO Box 491, Key Largo, FL 33037, hereby grants and conveys to the Key Largo Wastewater Treatment District (the "District"), whose mailing address is: PO Box 491, Key Largo, FL 33037, the following Easements, (described below) over, in, across, and under the Residential Tax Parcel (the "Parcel"), owned by the Grantor, which Parcel is located in Monroe County, Florida and is more particularly described in the attached and incorporated Exhibit "A," for the installation and maintenance of a Grinder Pump System for sanitary sewer service. Easements granted by Grantor:

(1) A non-exclusive Temporary Construction Easement granting the District access to the Parcel described in Exhibit "A" for the initial construction and installation of the Grinder Pump System and for other construction purposes reasonably related thereto. which grant includes access to the Parcel during normal business hours to conduct all studies, tests, examinations, and surveys necessary to design, construct, and install the Grinder Pump System and

(2) A non-exclusive Permanent Utility Easement granting the District access to the area (the "Easement Area") covered by this Permanent Utility Easement, which Easement Area is more specifically described as a parcel of land 15 feet wide over, in, across, and under the Parcel, measured 7.5 feet on each side of the Grinder Pump System as constructed, but shall in no case extend beyond the edge of the Parcel. The exact location of said Easement Area is to be determined by the mutual consent of the parties at the time the Grinder Pump System is installed and may then be described and attached to this Easement Grant, as Exhibit "B." Pursuant to this Permanent Utility Easement, the District shall have such access to the Easement Area as is reasonably necessary to repair and maintain the Grinder Pump System in accordance with the provisions of the District's 2012 Grinder Pump Resolution, as same may from time to time be amended, and the District shall have complete access to the Easement Area at any time, 24-hours per day, in the event of an emergency.

The Effective Date of this Easement Grant shall be the date it is executed by an authorized representative of each signing party. The Temporary Construction Easement shall commence on the Effective Date of this Easement Grant and shall automatically terminate and expire on the date construction of the Grinder Pump System is completed, or one year from the Effective Date of this Easement Grant, whichever shall first occur. The Permanent Utility Easement shall commence on the Effective Date of this Easement Grant and shall run with the land in perpetuity and shall continue in full force and effect unless and until terminated in accordance with the provisions of the District's 2012 Grinder Pump Resolution, as same may from time to time be amended. Grantor hereby covenants and warrants that Grantor owns the Parcel described in Exhibit "A," and/or that the undersigned, as or on behalf of Grantor, has the right to grant this easement. Grantor shall not construct any new buildings or improvements on the Easement Area or otherwise use the Parcel in such a way as would interfere with the easement rights of the District or materially increase the costs to the District of installing or maintaining the Grinder Pump System or of restoring any part of the Easement Area after such installation, without first obtaining the written approval of the District. Grantor agrees to provide notice. in writing, of the conditions of this Easement Grant to any and all persons who claim or may have an interest in the Parcel. to any and all persons who may be tenants, occupants or users of the Parcel, and to all other persons or entities entitled to use of the Parcel, including but not limited to realtors, developers, builders and contractors.

Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor or by any third party, or to any property belonging to the Grantor or any third party, now or in the future, even if caused by the negligence of the district, including any diminution to the value of the Parcel arising out of this Easement Grant or on account of the utilities to be constructed thereupon.

Grantor acknowledges that Grantor has read and understands. the District's 2012 Grinder Pump Resolution, incorporated herein by reference, and agrees to be bound by the provisions of that resolution, as same may from time to time be amended. Whenever used herein. the plural nouns or pronouns shall include the singular, and the singular shall include the plural.
IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of this ______ day of ___________________, 20___.

GRANTOR: By: ________________________________
Print Name ________________________________

Signed, Sealed and Delivered in the presence of:
WITNESS: By: ________________________________
Print Name ________________________________

COUNTY OF MONROE  
STATE OF FLORIDA

I HEREBY CERTIFY that on this ____ day of ____________, 20___, before me, an officer duly authorized to take acknowledgments, personally appeared ______________________, known to me to be the person(s) named in the foregoing instrument, who acknowledged executing same in the presence of two subscribing witnesses and who is/are personally known to me or produced ______________________ as identification and who did/did not take an oath.

______________________________  (Notary Seal)
Notary Public
Printed Name of Notary
My Commission Expires:

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the Key Largo Wastewater Treatment District, Grantee herein, acting by and through its General Manager, hereby accepts for utility purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ____ day of ________________, 20____.

Key Largo Wastewater Treatment District:  
Approved as to Form and Legal Sufficiency:

Margaret Blank, General Manager  
Raymond Giglio, District Counsel

Exhibit “A” – description of the “Parcel” (required)
February 5, 2013

Key Largo Wastewater Treatment District  
P.O. Box 491  
Key Largo, FL 33037  

ATTN: Jennifer Torrey  
Customer Support Coordinator

Dear Ms. Torrey:

On March 3rd, 2012, Key Largo Wastewater District Project Engineer Rebecca Orozco addressed our Association’s yearly meeting accompanied by District Clerk Carol Walker.

Following her presentation, all Coral coast owners present signed Easement and Service Agreement letters and had their signatures notarized by Ms. Walker.

Please explain to us at your earliest convenience why we are being asked to sign a substantially different Easement letter.

Our Vice President, John Hammerstrom, has extended an invitation for you to address the 2013 Association meeting to be held on March 16, and we hope you are able to attend. In any case, we thank you for your service to the community and look forward to working with you to complete the projects.

Sincerely,

[Signature]

Jose Jurado  
President

Copies: Board of Directors  
Homeowners Association of Coral Coast, Inc.
February 19, 2013
Board of Commissioners
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Subject: Transcript of comments made at KLWTD meeting 2/20/13

Dear Commissioners,

I am quick to compliment a job well done, and have spoken highly of the District and staff members when praise was due. The obverse is also true. I am here today because I find recent specific actions of certain staff members and of the board objectionable and I ask for your help to find mutually acceptable solutions. I am speaking for myself, and my statements do not necessarily reflect the views of my homeowners association.

In August, 2011, I first met with District Construction Manager Richard Crow and Project Engineer Rebecca Orozco to address the needs of the District as they pertained to the fifteen Coral Coast properties at Milemarker 97 bayside. Mr. Crow and Ms. Orozco will acknowledge that I was very helpful locating, contacting and arranging a meeting for owners in Coral Coast to sign the Easement Agreements that they sought.

In late 2011, I accompanied Mr. Crow and Ms. Orozco, at least one more District Staff member, and some subcontractors through my neighborhood, pointing out noteworthy characteristics of each of the fifteen properties, including my own. At that time, I asked Mr. Crow if a 120-volt grinder pump was possible, explaining I had a solar-electric system that cannot drive a 240-volt appliance. Mr. Crow consulted with others in attendance and then he agreed to have a 120-volt pump installed at my home. Apparently I should have gotten that commitment in writing.

On March 3, 2012, a year ago, Ms. Orozco and District Clerk Carol Walker were kind enough to attend the annual meeting of our association, where the “Unique Property” policy and the $9,000 assessment were explained, and where “Easement and Service Agreements” were signed by all present and notarized by Ms. Walker. A copy of my signed document is attached.

January 8, 2013, ten months later, I (and my neighbors) received letters from the District that surprisingly included an “Easement Grant” document that told us “...you must
complete the enclosed additional documents, have them notarized and return them to us by Monday, January 14, 2013 [six days later].”

Confused by the arrival of a second, very different agreement, I called the District Office and spoke with Paul Christian, who told me that I was wrong, I had not signed an Easement and Service Agreement. I assured him that we had done so, but he insisted. I asked to meet with officials at the District, which was arranged. My wife and I attended a meeting with Paul Christian, Ray Giglio, Suzie Rubio, Jennifer Torrey and other District Staff members.

By the time we arrived at that meeting, Mr. Christian had located the original signed and notarized agreement to which I had referred, but stated that, “It wasn’t an Easement Agreement.” I pointed out that the District Staff repeatedly described the document we signed as an “Easement Agreement” and that the document footer read “Easement and Service Agreement.” Mr. Christian argued that, since the word “Easement” was not at the top of the page, it was not an Easement Agreement.

Mr. Giglio assured my wife and me that the new agreement was significantly better in that it afforded additional protection to the homeowner with explicit temporary construction and permanent easement wording. We were given a portfolio of documents that included the New Easement agreement and the District 2012 Grinder Pump Resolution. We agreed to take the documents home with the intention of reading and signing them.

I then raised the subject of the 120-volt grinder pumps, to reinforce Mr. Crow’s agreement with us. Mr. Christian surprised me with a statement that “A 120-volt grinder pump cannot develop sufficient head pressure.” I was stunned by that very divergent professional opinion, but at the time had no data to refute it.

Subsequent to that meeting, I called the District, asking that I be provided the source and substance of Mr. Christian’s “insufficient head pressure” statement. I was contacted by Mr. Daniel Saus, who revealed in a congenial conversation that a widely used and respected 120-volt pump, that was otherwise physically and functionally identical to its 240-volt version, could in fact deliver sufficient head pressure, but that it required a 30-amp circuit. I assured him that my solar system was easily able to provide 30 amps. He said that the District had not yet chosen a pump vendor, that the Request For Proposals (RFP) had been published, and they were awaiting responses from potential vendors.

Monday, February 19, I learned that the vendor that might have supplied the 120-volt pump did not submit a bid, due in part because the RFP specifications excluded that vendor’s pump, although it is already widely and successfully installed in many grinder-pump systems in the Keys.
Our close read of the New Easement Agreement, the "Key Largo Wastewater Treatment District Temporary Construction and Permanent Utility Easement" and the "2012 Grinder Pump Resolution" revealed some very disturbing and critical details that Mr. Giglio failed to point out.

I question if the commissioners would personally sign a document that had the following clauses in it:

"Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor of by any third party, or to any property belonging to the Grantor or any third party, now or in the future, even if caused by the negligence of the district, including any diminution to the value of the Parcel arising out of this Easement Grant or on account of the utilities to be constructed thereupon.

"Grantor acknowledges that Grantor has read and understands, the District’s 2012 Grinder Pump Resolution, incorporated herein by reference, and agrees to be bound by the provisions of that resolution, as same may from time to time be amended."

The 2012 Grinder Pump Resolution has troubling details as well, epitomized by, but not limited to the following excerpts:

"The Owner shall hold the District harmless for any direct or indirect or consequential damage arising or resulting from...any maintenance or repair procedure which the District has performed or failed to perform."

"In accordance with Section 3.05 of the District’s General Rules and Regulations, ..."[which refers to and binds signatories of the New Easement now to a third level (and unattached) document: the New Easement; and by reference to the Grinder Resolution ; and then by reference to the District Rules...all ‘as may be amended from time to time.’]

Section 9.02. NO CONTINUING OBLIGATION TO MAINTAIN OR REPAIR:

A. Any and all maintenance, repair and/or service by the District shall be performed ONLY for such time, and in such manner, as shall be provided for in this resolution, as same shall from time to time be amended."

Section 9.04. DISTRICT’S RIGHT TO TERMINATE MAINTENANCE AND REPAIR
A. Even if this resolution shall not have been amended, superseded, or rescinded, the District may, in its sole discretion, and upon thirty (30) days' written notice to the Participating Owner, cease all maintenance, repair, and service of the Grinder Pump System installed on the Participating Owner’s Parcel in the event of...any action by the Owner that shall, in the sole discretion of the District, constitute good cause.

Section 13.01. RELEASE AND HOLD HARMLESS

D. The Owner shall release, waive, and discharge the District, its commissioner, officers, servants, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever that may be sustained by the Owner or any third party, or any property belonging to the Owner or any third party, now or in the future, even if caused by the negligence of the District.
E. The Owner shall release, waive, and discharge the District, its commissioners, officers, servants, agents, and employees from any and all damages and claims, alleged or real, incurred by Owner by reason of any diminution to the value of the property arising out of this Resolution or on account of the Easement Grant, or the utilities to be constructed.

As I am sure you are aware, other “Unique Property” owners have also expressed similar concerns that raise the question of our participation. My neighborhood association has invited the District to meet with us again this year, but we have not received a reply.

To be clear, I consider many present and past District personnel and commissioners among my community friends. My criticism is directed solely to those individuals mentioned and limited to the specific issues itemized, but nevertheless reflects a culture of arrogance. I encourage a return to the public-service attitudes of the original District.

I am concerned that the District has lost sight of its community origins, and is becoming a bureaucratic, insensitive utility.

Sincerely,

John Hammerstrom
March 12, 2013

Board of Commissioners
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Good afternoon, my name is Diane Marshall. Why am I here today? I am a future Residential Unique Property customer seeking a 120-volt grinder pump. Last year, your District Construction Manager came to our home. We discussed the need to have a 120-volt grinder pump. He assured us it would be done. Now there is some question about it. Let me tell you why it’s important to me.

Sustainability has been part of my life’s work for more than a decade. I’m the founder of GLEE, the recipient of the Florida Legislature’s 2005 Green Building Award, a 2005 participant in the National Solar Decathlon, and with my husband, I built a sustainable home. Twelve years ago when we began building our house, we asked FKEC about their interconnection agreement so our photovoltaic system would be integrated with the grid. They didn’t know what it was, but said they’d get back to us. Their lead engineer called back, said he had looked into it, decided it was dangerous and FKEC wasn’t going to do it.

John and I had already done the research, traveling to speak with experts from Florida to California. It was doable. We also knew a Federal statute required the utility to connect us. But we didn’t want to take a legal approach. We wanted to work with the utility because we saw the future.

We met with FKEC board of directors. And as you know, FKEC became partners with us. John and I helped them write the interconnection agreement that they still use for all of their customers today. We became the first house in Monroe County to interconnect. That agreement now covers 60 homes. Similarly, when we built our rainwater harvesting catchment system while maintaining a connection with the Aqueduct Authority, people expressed concern. However, after researching it, FKAA determined that the only thing needed was to install an RPZ valve.

Why did they do it? These two utilities recognized our home as a prototype of future sustainable dwellings, and how those dwellings would benefit them. We don’t impact their systems. Green homes such as ours sell power back to FKEC and decrease their energy loads. Likewise with FKAA. Last year we harvested over 40,000 gallons of rainwater. That was 40,000 gallons FKAA didn’t have to supply us during their water shortage. I believe that it was because of those efforts that FKEC and FKAA became the biggest backers of GLEE. They got it.

This request for a 120-volt grinder pump is not rocket science. It’s doable. It’s a matter of cooperation. It’s about meeting customer needs so they can continue to operate sustainably. It’s about the future of sustainability in the Keys.
Your motto is “Environmental Balance.” This is what the green homes in the Keys are already doing. Now is the time for the District to look to the future and to follow through on your Construction Manager’s commitment to provide homes like ours a 120-volt grinder pump. Let’s cooperate so that the District and its green community members can be good environmental stewards. Without that pump our wastewater system would be the only infrastructure in our house that is not capable of operating off the grid. Does the District want to be the sole Keys’ utility not integrating sustainability?

Please direct staff to install a 120-volt grinder pump at our residence and to offer other green homes in the District the same option.

Thank you,

Diane Marshall
A few notes on the Washington DC trip:

First, my eyes were opened to the complicated bureaucratic government we have representing us. I now know why it takes so long for money to flow to necessary projects and why getting influential people on your side to fight the battle is so important.

As knowledgeable guides who moved us along with ease, the lobbyists made it all work. My image of a lobbyist has changed. These are likable, savvy, knowledgeable gentlemen who think on their feet. They earn big bucks but they know how to work Capitol Hill.

Margaret and I went from office to office with our friends from Islamorada and Marathon coming in as a unified dozen "suits" -- besides Margaret and me there was Ted Blackburn (Islamorada vice mayor) and their Lobbyist Jim Davenport, Mike Cinque (Marathon mayor), his City manager Roger Hernstadt (and their lobbyist Rick Marks) and our lobbyist Fred Hicks. Our presence and demeanor might have seemed like the high-powered directors and staff of some big corporation. At least that's how I saw us. We spoke as a team, one person's comments elaborated upon by the next, alternating between lobbyists and managers offering strategic suggestions and the rest putting a face on the rate-payers who carry the burden.

Margaret's blue-covered power point in a binder summarized the problem of building central systems in the three areas -- an unfunded mandate if ever there was one -- and provided a useful primer. The stacks of letters from our rate-payers gave us a chance to show the plight of families just hanging on because of their part of the huge financial burden that was necessary to build the system.

After a hearty breakfast Monday we sat down with two officials from Governor Rick Scott's Washington office. An hour later -- after a cab ride while wrapped in warm clothing for the 17-degree wind chill -- we sat down with Stacey E. Brown, the Civil Deputy Chief of the U.S. Army Corps of Engineers.

By 11:45 we were on Capitol Hill waiting to meet with Senator Marco Rubio. We did not expect him to be there and we were not disappointed. We did sit around a huge table with J.R. Sanchez and Sara Decker, Rubio's Legislative Assistants. Sanchez insisted we call him J.R. but we all doubt we will get much support from Rubio.

After a quick cafeteria lunch we met with Roger Cockrell, a member of the Senate Energy and Water Appropriations Subcommittee. He is a powerful ally but cautioned us not to be overly optimistic.
At 4 p.m. we met with two young assistants with the Office of Management and Budget, under the Executive Office of the President. The meetings ended with another round table discussion with two assistants in Senator Bill Nelson's office followed by a quick around-the-room handshake by the Senator himself as we were about to leave.

Monday evening we all got to know one another much better over dinner.

Early Tuesday we all met at Rep. Joe Garcia's office and are convinced he will go to the wall for us. After a half hour meeting Garcia walked us over to the Capitol steps where a professional photographer took our pictures. We were then escorted on a short tour of the Capitol.

We caught a flight out Tuesday afternoon and Margaret was able to connect to a flight to Tallahassee where she attempted to raise some more money.

I learned more about how Washington works in two days than I did in high school. We have a very professional and effective lobbyist, we made some good friends and we reminded the money people in Washington that we are still here, the mandated sewer has impacted a lot of people and that we are protecting huge tracts of government-owned land including a National Marine Sanctuary, a National Crocodile Refuge, Everglades National Park and several state parks.

I must believe that our message got across. Now we wait.

Steve Gibbs
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: March 19, 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: 3/15/2013

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Summary Explanation/Background: This resolution establishes the procedures for approving assessment waivers for the tax parcels purchased by the Monroe County Land Authority, Monroe County or other Monroe County Entities for conservation purposes.

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
RESOLUTION NO. 06-03-13

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 MONROE COUNTY, THE MONROE COUNTY LAND AUTHORITY, AND OTHER GOVERNMENTAL ENTITIES FOR CONSERVATION PURPOSES; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, from time to time, Monroe County, the Monroe County Land Authority, or other governmental entities (which are hereinafter referred to collectively as the “Governmental Entity”), purchases, for cash or other consideration and for conservation purposes, certain tax parcels located within the boundaries of the Key Largo Wastewater Treatment District (which parcels are hereinafter referred to as “Conservation Parcels”); and

WHEREAS, these Conservation Parcels are represented by the Governmental Entity 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 such Conservation Parcels purchased by any Governmental Entity for conservation purposes shall hereafter be exempted from the Key Largo Wastewater Treatment District’s System Development Charge, provided that the Governmental Entity has submitted to the District documentation showing that:

a) the Conservation Parcel has been purchased by the Governmental Entity for conservation purposes, and

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

Section 2. With respect to any such Conservation Parcel(s) excluded by authority of this Resolution, the District hereby authorizes 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 parcels purchased by any of the Governmental Entities and excluded by the District from the District’s entire Non-ad Valorem Assessment to the extent the tax certificates were sold to collect District Non-ad Valorem Assessments as shall be provided for by law.

Section 4. If the District, in its sole discretion, later provides Wastewater Services to any 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 5. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 19th DAY OF MARCH 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:

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The Chairman thereupon declared Resolution No. 06-03-13 duly passed and adopted the 19th day of March, 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ______________________
Chairman Robby Majeska

ATTEST: Approved to as to form and legal sufficiency

Carol Walker, District Clerk
SEAL

General Counsel, Ray Giglio
KEY LARGO WASTEWATER TREATMENT DISTRICT  
Agenda Request Form

Meeting Date: Mar 19, 2013  Agenda Item No. 5

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

[ ] Other:

SUBJECT:
Resolution 03-03-13 - Exemption AK# 1629006, 1674028, 1674036, 1674061 – Monroe County purchase for conservation.

RECOMMENDED MOTION/ACTION:
Approval of Staff Recommendation (See Summary/Background)

Approved by General Manager  
Date: 3/15/2013

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<td>[X] Not Required</td>
<td></td>
</tr>
</tbody>
</table>

Summary Explanation/Background:
This Resolution removes three parcels purchased by Monroe County for conservation purposes from the 2007 Non-Ad Valorem Assessment.

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

Prepared: 03/07/2012
RESOLUTION NO. 03-03-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING DESIGNATION OF FOUR TAX PARCELS AS
PARCELS EXCLUDED FROM THE 2007 NON-AD
VALOREM ASSESSMENT; AND PROVIDING FOR
APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Monroe County Land Authority has submitted documentation showing that the parcels described herein has been purchased for conservation, and are not capable of being improved with facilities that will generate wastewater; and

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

Section 1.
PARCEL ID: 00509680-000000
AK NO. 1629006
PARCEL DESCRIPTION: BK 6 LT 9 LARGO CITY PB4-142 KEY LARGO OR379-792-793

PARCEL ID: 00550580-000000
AK NO. 1674061

PARCEL ID: 00550540-000000
AK NO. 1674028
PARCEL DESCRIPTION: BK 19 LT 2 TWIN LAKES PB3-160 KEY LARGO OR552-300 OR768-738

PARCEL ID: 00550550-000000
AK NO. 1674036
PARCEL DESCRIPTION: BK 19 LT 3 TWIN LAKES PB3-160 KEY LARGO OR552-299 OR768-739 OR1039-772AFF OR1039-773D/C

Section 2.
The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the deleted tax parcels designated above from the Key Largo Wastewater Treatment District's 2007 Non-ad Valorem Assessment in accordance with the provisions and requirements outlined in Resolution No. 06-03-13

Section 3.
APPLICABILITY AND EFFECTIVE DATE.

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

RESOLVED AND ADOPTED THIS 19th DAY OF MARCH 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>
</tr>
</thead>
<tbody>
<tr>
<td>Norman Higgins</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Steve Gibbs</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>David Asdourian</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Andrew Tobin</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Robert Majeska</td>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 03-03-13 duly passed and adopted the 19th day of March, 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY:__________________________
    Chairman Robert Majeska

ATTEST: Approved to as to form and legal sufficiency

__________________________
Carol Walker, District Clerk

__________________________
District Attorney, Ray Giglio

SEAL
AK#1674061, 1674028, 1674036

Purchase by MC Land Authority

Printed: Mar 14, 2013

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.
AK#1629006

Purchase by MC Land Authority

Printed: Mar 14, 2013

DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to secure a just valuation for ad valorem tax purposes of all property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.
RESOLUTION - Request to Waive Wastewater Assessment – Bradley & Julie Mead – AK# 9098608

RECOMMENDED MOTION/ACTION:
Approval of Staff Recommendation (See Summary/Background)

Summary Explanation/Background:
- Staff recommendation is to approve Resolution to waive wastewater assessment for AK#9098608.
- Julie and Bradley Mead are the owners of two adjoining parcels; AK#1630896 is improved with a single family dwelling. Vacant lot AK#9098608 was split from another parcel by property owners to the west in 2011. The Meads purchased the new vacant lot in 2012.
- It is the owner's request to waive the vacant lot from wastewater assessment, keeping the serviced parcel as the developed parcel AK#1630896.

Resulting Board Action:
- □ Approved
- □ Tabled
- □ Disapproved
- □ Recommendation Revised

Prepared: 03/07/2012
RESOLUTION NO. 04-03-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REQUEST OF JULIE AND BRADLEY
MEAD FOR REMOVAL OF ONE TAX PARCEL FROM
THE 2012 PRELIMINARY NON-AD VALOREM
ASSESSMENT; AND PROVIDING FOR APPLICABILITY
AND AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District approved the request
of the property owners, Julie and Bradley Mead to waive service to the parcel
described in Section 2; and

WHEREAS, the Key Largo Wastewater Treatment District has determined the
parcel described in Section 2 is adjacent to the parcel described in Section 1
which is receiving service, and that the two parcels are developed and used as a
single property; and

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

Section 1.
PARCEL ID: 00511580-000000
AK NO. 1630896
PARCEL DESCRIPTION: REVISED AMENDED PLAT OF RIVIERA VILLAGE
PB2-80 KEY LARGO LOTS 39-41 BK 4 OR60-348/49
OR454-365 OR791-414 OR791-415 OR898-1727/28
OR903-1534 OR954-2482/83PR

Section 2.
PARCEL ID: 00511540-000100
AK NO. 9098608
PARCEL DESCRIPTION: BK 4 LT 38 REVISED AMENDED PLAT OF RIVIERA
VILLAGE PB2-80 KEY LARGO OR472-218 OR436-546
OR615-272 OR777-381 OR799-393 OR833-1660 OR869-
1885 OR837-1550 OR876-1242 OR916-444 OR934-1131
OR1008-898 OR1026-2464R/S OR1026-2465R/S
OR1383-164 OR1411-377/78R/S OR1411-379/80/R/S
OR2274-1462D/C OR2274-1464/65 OR2306-1144
OR2398-2267/68P/R OR2458-1383 OR2458-1384
OR2458-1385 OR2559-1207 OR2572-1007/C

Section 3.
The Key Largo Wastewater Treatment District Board of
Commissioners does hereby exclude the lot designated
above in Section 2 from the Preliminary Key Largo
Wastewater Treatment District 2012 No Ad-Valorem
Assessment.

Section 4.
APPLICABILITY AND EFFECTIVE DATE.
This resolution shall take effect upon adoption by the Board of Commissioners.
RESOLVED AND ADOPTED THIS 19th DAY OF MARCH 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></th>
<th>AYE</th>
<th>NAY</th>
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<tbody>
<tr>
<td>Chairman Majeska</td>
<td></td>
<td></td>
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<tr>
<td>Commissioner Gibbs</td>
<td></td>
<td></td>
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<tr>
<td>Commissioner Asdourian</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Tobin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Higgins</td>
<td></td>
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</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 04-03-13 duly passed and adopted the 19th day of March 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ________________________
Chairman Majeska

ATTEST: Approved to as to form and legal sufficiency

_________________________ __________________________
Carol Walker, District Clerk General Counsel, Ray Giglio

SEAL
DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of assisting in the preparation of ad valorem tax assessments for the County. The Monroe County Property Appraiser's office cannot guarantee the accuracy of any other purpose. Likewise, data provided regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be used for any other purpose.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: 03/19/2013

Agenda Item No. 7

[ ] PUBLIC HEARING

[X] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT:
Exemption of AK#1584819 – Monroe County Land Authority for Conservation.

RECOMMENDED MOTION/ACTION:
Approval of Staff Recommendation (See Summary/Background)

Approved by General Manager ______  Date: 03/19/2013

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs:</th>
<th>Attachments:</th>
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<tr>
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<td>1. Map</td>
</tr>
<tr>
<td></td>
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<td>2. Resolution</td>
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<td></td>
<td>3. Request for Exemption</td>
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</table>

<table>
<thead>
<tr>
<th>Department Review:</th>
<th>Attachments:</th>
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</thead>
<tbody>
<tr>
<td>[ ] District Counsel</td>
<td>1. Map</td>
</tr>
<tr>
<td>[X] General Manager</td>
<td>2. Resolution</td>
</tr>
<tr>
<td>[X] Finance</td>
<td>3. Request for Exemption</td>
</tr>
<tr>
<td>[ ] Clerk</td>
<td></td>
</tr>
</tbody>
</table>

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

Summary Explanation/Background:
This Resolution removes parcel AK#1584819 purchased by Monroe County Land Authority for conservation purposes, from the 2009 Key Largo Wastewater Treatment District Non-Ad Valorem Assessment.

The 2012 Tax Roll will be adjusted from $417.14 to $0.00 by submitting a DR-409A.

Resulting Board Action:
□ Approved □ Tabled □ Disapproved □ Recommendation Revised

Prepared: 03/07/2012
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING DESIGNATION OF ONE TAX PARCEL AS
PARCEL EXCLUDED FROM THE 2009 NON-AD
VALOREM ASSESSMENT; AND PROVIDING FOR
APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Monroe County Land Authority has submitted documentation showing that the parcels described herein has been purchased for conservation, and are not capable of being improved with facilities that will generate wastewater; and

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

Section 1.
PARCEL ID: 00478270-000000
AK NO. 1584819
PARCEL DESCRIPTION: BK 11 LT 1 LARGO BEACH-KEY LARGO PB1-108 OR592-238 OR2042-1784Q/C(CTT)

Section 2.
The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the deleted tax parcel designated above from the Key Largo Wastewater Treatment District’s 2009 Non-ad Valorem Assessment in accordance with the provisions and requirements outlined in Resolution No. 06-03-13

Section 3. APPLICABILITY AND EFFECTIVE DATE.
This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 19th DAY OF MARCH 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>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Norman Higgins</td>
<td></td>
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<tr>
<td>Commissioner Steve Gibbs</td>
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<tr>
<td>Commissioner David Asdourian</td>
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<tr>
<td>Commissioner Andrew Tobin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Robert Majeska</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 07-03-13 duly passed and adopted the 19th day of March, 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY:__________________________
   Chairman Robert Majeska

ATTEST:                        Approved to as to form and legal sufficiency
______________________________
Carol Walker, District Clerk

______________________________
District Attorney, Ray Giglio

SEAL
DISCLAIMER: The Monroe County Property Appraiser's office maintains data on property within the County solely for the purpose of fulfilling its responsibility to compute and allocate ad valorem taxes for property within the County. The Monroe County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided and regarding one tax year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and agree that the data is intended for ad valorem tax purposes only and should not be relied on for any other purpose.
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: March 19, 2013

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

[ ] Other:

SUBJECT: City Works Annual License Payment

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 3/15/2013

Originating Department: General Manager
Costs: $15,000
This is a Budgeted Item
Funding Source: 5122.36, General Fund

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

Engineering
[X] Clerk
[Operations]

Attachments: N/A

Advertised:
Date: ______________

Paper: ______________

[X] Not Required

Summary Explanation/Background: Asset Management program yearly license fee.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: March 19, 2013

Agenda Item No. 9

[ ] 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: 3/15/2013

Originating Department: Finance
Costs: $263,003.31
Funding Source:

Acct. # see attached

Attachments: Report of Cash, Revenue & Expenditures Schedule

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

[ ] Engineering
[X] Clerk

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

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

Yes I have notified everyone___________
or
Not applicable in this case__________:
Please initial one.

Summary Explanation/Background:

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

Resulting Board Action:
[ ] Approved
[ ] Tabled
[ ] Disapproved
[ ] Recommendation Revised
Consolidated Cash in Banks at 2/28/2013

BB&T General Operating Account (reconciled) $3,773,984.82
BB&T Payroll Account (reconciled) $438,804.82
Capital Bank Operating Account (reconciled) $230,728.55
Community Bank of Florida Operating Account (reconciled) $10,005.07
Petty Cash Account - Hurricane Emergency $0.00

Total Operating Accounts $4,453,523.26

Operating Revenues

Wastewater Service Revenue: 2/23-2/28/13 $88,916.53
Misc. Deposits $0.00
Total Current Deposits: $88,916.53

Bank Acct Balances + Deposits: $4,542,439.79

Less Expenditures March 19, 2013 Payments (see next page) $263,003.31

Cash Balance after March 19, 2013 payments $4,279,436.48
<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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<tbody>
<tr>
<td>3512</td>
<td>Affordable Asphalt, Inc: Repairs</td>
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<td>$480.00</td>
<td></td>
<td></td>
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<td>Bank of America Credit Card: Misc. Expenses:</td>
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<td>$9,676.48</td>
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<td>Dumont Company: Chemicals</td>
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<td>3515</td>
<td>Mileage Reimbursement: February</td>
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<td>$72.32</td>
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<td>FedEx: Shipping</td>
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<td>Hicks-Richardson: Lobbyist-Feb.</td>
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<td>John Fishburn: Expense Report: Mileage Reimbursement February</td>
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<td>Key Largo Collision Center: District Truck Repairs</td>
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<td>Office Depot: Misc. Supplies</td>
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<td>Paul Christian: Exp. Report: Reimbursement for Tuition - Miami Dade College Courses</td>
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<td>$698.32</td>
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<td>3522</td>
<td>Sanders Laboratories: Lab Testing</td>
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<td>$536.00</td>
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<td>3523</td>
<td>Sunshine State One Call: Utility Locates</td>
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<td>$225.88</td>
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<tr>
<td>3524</td>
<td>Synagro South: Sludge Hauling Transportation &amp; Delivery Fees for Jan &amp; Feb</td>
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<td>$34,770.72</td>
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<tr>
<td>3526</td>
<td>Teledyne Isco: Replacement Tubing for Composite Samplers</td>
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<td>$200.65</td>
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<td>$200.65</td>
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<tr>
<td>Checks</td>
<td>Vendor Description</td>
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<td>OPS/ Admin</td>
<td>Maintenance</td>
<td>Collections</td>
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<tr>
<td>3527</td>
<td>Toshiba Business Solutions: Copier Fees for 2 Copiers at Plant</td>
<td>$213.23</td>
<td></td>
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<tr>
<td>3528</td>
<td>Toshiba Financial Svcs: Contract Pynt for District Copier</td>
<td>$359.04</td>
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<tr>
<td>3529</td>
<td>Total Maintenance Solutions: Exhaust Filter Kits for Annual Vac Pump Maintenance at Vac Stations</td>
<td>$6,145.00</td>
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<tr>
<td>3530</td>
<td>Verizon Wireless: Wireless &amp; Data Plans</td>
<td></td>
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<tr>
<td>3532</td>
<td>Cottrell Welding &amp; Fabrication: Floodproofing at Vac Sta I, JK</td>
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<tr>
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<tr>
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<td>Staff Salaries &amp; Taxes</td>
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<td>ADP Admin Payroll Processing</td>
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<td>Feb. Payroll</td>
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<td>District Match for 457(b) retirement plan</td>
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Approved for payment

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

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<th>Vendor</th>
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<th>Ck Amt</th>
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</table>

Chairman Robert Majeska

Norman Higgins, Secretary/Treasurer

Date
TAB 4
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: March 19, 2013

Agenda Item No. 10

[ ] PUBLIC HEARING

[ ] RESOLUTION

[X] DISCUSSION

[ ] BID/RFP AWARD

[ ] ACTION ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Leadership Monroe Graduation Invitation

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 3/15/2013

Originating Department: Commissioner Tobin

Costs: $0

Funding Source:

Attachments: N/A

Department Review:

[ ] District Counsel

[ ] General Manager

[ ] Finance

[ ] Engineering

[ ] Clerk

[Operations]

Advertised:

Date: 

Paper: 

[X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
**KEY LARGO WASTEWATER TREATMENT DISTRICT**

**Agenda Request Form**

Meeting Date: March 19, 2013  
Agenda Item No. [ ]

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

[ ] Other:

**SUBJECT:** Donation to Florida Keys Day in Tallahassee

**RECOMMENDED MOTION/ACTION:**

Approved by General Manager  
Date: 3/15/2013

**Originating Department:** Commissioner Tobin  
Costs: $0  
Funding Source:

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

**Attachments:** Flyer

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

**Summary Explanation/Background:**

**Resulting Board Action:**

☐ Approved  
☐ Tabled  
☐ Disapproved  
☐ Recommendation Revised
“GET HOOKED ON THE KEYS!”
FLORIDA KEYS DAY
APRIL 23, 2013
TALLAHASSEE, FLORIDA

2013 Hotel Information

Governors Inn
The Governors Inn is a distinctive boutique hotel located steps from Florida's Capitol. Governors Inn rooms are especially hard to come by during the Legislative Session. To book a room at a reduced rate call 850-681-6855 by 4/15/13 and mention that you are with the Florida Keys Day group.

Aloft Hotel
Aloft Hotel is the newest hotel in the Downtown area and another excellent lodging option. To book a room at a reduced rate call 850-513-0313 by 3/25/13 and mention that you are with the Florida Keys Day group.

Make your airline reservations today!
Flight prices only go up as the Legislative Session progresses.
And be sure to arrive early and attend the Welcome Reception on April 22, 2013 at 5:30 pm at the Governor's Club.

Florida Keys Day would not be possible without the support of our fabulous sponsors. Please consider joining our list of sponsors and contribute to Florida Keys Day 2013. If you have already been contacted regarding sponsorship and do not see your name on our current sponsor list, please make sure you send in your sponsorship commitment form as soon as possible.

For more information contact Erin Muir at floridakeysday@gmail.com or 305-453-1202

2013 Sponsors

Governor Level
$3500
Key Largo Fisheries
FL Keys Restaurant Management
Ocean Reef Club

Senator Level
$2500
Mariners Hospital
Waste Management of the FL Keys

Representative Level
$1500
Floridian Partners
Keys Fisheries
Leadership Monroe County

Sergeant Level
$500
Lower Keys Medical Center
The Weekly Newspaper

Clerk Level
$250
Allison DeFoor

LEADERSHIP MONROE COUNTY
Bridging the Florida Keys Since 1992
The Board agreed to move the meeting time of the second meeting per month to 4 pm. The thinking was that since this was not a business meeting it would be less disruptive to start a little later. However, as the meeting on 3/12 demonstrated, we can't guarantee that no business will be discussed. That meeting went until almost 9 pm. By the time we got to important business matters, the attendees were fatigued and ready to go. Because of that, I ask that the meeting be moved back to 4 pm.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: March 19, 2013

[ ] PUBLIC HEARING

[ ] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[X] ACTION ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Accounting Software

RECOMMENDED MOTION/ACTION: Authority to negotiate with BS&A for Accounting Software.

Approved by General Manager

Date: 3/19/13

Originating Department: General Manager

Costs: *$24,508.33 for 1st yr.
This item is budgeted $80,000
Funding Source: 5122.61 IT

Department Review:

[ ] District Counsel

[ ] General Manager

[ ] Finance

[ ] Engineering

[ ] Clerk

[Operations]

Advertised:

Date: ____________________

Paper: ____________________

[X] Not Required

Summary Explanation/Background: Please see attached explanation of cost.

The following in a summary of the total scores by the review committee for each Proposal:

<table>
<thead>
<tr>
<th>Company</th>
<th>Total Score</th>
</tr>
</thead>
<tbody>
<tr>
<td>BS&amp;A</td>
<td>310</td>
</tr>
<tr>
<td>NISC</td>
<td>215</td>
</tr>
<tr>
<td>Tyler</td>
<td>145</td>
</tr>
</tbody>
</table>

*BS&A will allow total fee of $73,525.00 to be paid in three annual interest free payments.

Paul Christian will explain the benefits of the software.

Resulting Board Action:

☐ Approved       ☐ Tabled       ☐ Disapproved       ☐ Recommendation Revised
# ACCOUNTING REQUEST FOR PROPOSALS RESULTS

<table>
<thead>
<tr>
<th>COMPANY</th>
<th>FIRST YEAR PAYMENT WITH ANNUAL SERVICE FEE</th>
<th>TOTAL PAID OVER 5 YEARS</th>
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<tr>
<td>BS&amp;A</td>
<td>$24,508.33*</td>
<td>$104,645.00</td>
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<td>NISC</td>
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<td>TYLER</td>
<td>$92,510.00</td>
<td>$258,666.00</td>
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</table>

*BS&A will allow the total fee of $73,525.00 to be paid in three annual interest free payments.*
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: March 19, 2013

Agenda Item No. 14

[ ] PUBLIC HEARING

[ ] RESOLUTION

[x] DISCUSSION

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Coral Coast

RECOMMENDED MOTION/ACTION: Discussion possible action.

Approved by General Manager ______________ Date: 3/15/2013

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs: N/A</th>
<th>Attachments: Memorandum</th>
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</thead>
<tbody>
<tr>
<td></td>
<td>Funding Source:</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>Department Review:</th>
<th>[ ] Engineering</th>
<th>[ ] Not Required</th>
</tr>
</thead>
<tbody>
<tr>
<td>[ ] District Counsel</td>
<td>[ ] Clerk</td>
<td>Paper: __________</td>
</tr>
<tr>
<td>[x] General Manager</td>
<td>[ ] Operations Manager</td>
<td>Date: __________</td>
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<tr>
<td>[ ] Finance</td>
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</table>

Summary Explanation/Background:

The Coral Coast issue has dominated the past two Board meetings. I feel it is necessary to provide some perspective on the matter. Please see the attached memorandum.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
Memo

To:       KLWTD Board
From:     Margaret Blank, PE
CC:      Paul Christian, Ray Giglio
Date:    March 29, 2012
Re:       Coral Coast

Introduction

During a hearing held on March 15, 2011, the District decided by unanimous vote of the Board to go forward with the grinder pump project. The original intent of the project was to assist single family homeowners who have been served by a force main connection in areas where it was not physically or economically feasible to serve them with a gravity connection. This specifically included Coral Coast. The District went ahead with the project despite a certain amount of discomfort with going onto private property. Because these homeowners are served by a force main connection, they would have been obligated to install a grinder pump meeting certain head conditions and small diameter force main at an estimated average cost of $18,000. In comparison, a typical single family homeowner would pay an average of about $3,300 for a gravity connection. Based on these figures, the District offered via Resolution No 63-08-12 to provide the grinder pump equipment and the small diameter force main in exchange for a non-ad valorem assessment of $9,000. That is the $5,700 assessment a typical single family homeowner would pay plus $3,300 for the grinder pump equipment. Since this program was designed to assist homeowners by lowering their cost to connect, any homeowner that did not wish to participate had the option to “opt out” and install their own grinder pump as per Resolution No. 65-10-12.

As mentioned above, the District is not entirely comfortable with this program. There have always been concerns about going on private property, which if not handled carefully has the potential to expose the District to unnecessary liability. To mitigate this liability, District Counsel and staff prepared and the Board approved Resolution No. 65-10-12 (the “Grinder Pump Resolution” which outlines the duties and responsibilities of both the District and homeowners in the grinder pump project. In addition to this resolution, District Counsel prepared an easement for the participating homeowners to sign. Again, these homeowners are free to opt out and install their own grinder pump should they not agree to the terms of the easement or Resolution. While servicing these customers was and still is a priority, our first priority must be to protect the District. As most of the parcels affected by this project were those higher valued homes along the US1 corridor, we must remember that the vast majority of the customers throughout our service area do not own expensive homes on the water. They are the
policemen, teachers, waitresses and retirees that live in tiny landlocked homes in neighborhoods like Key Largo Park or Largo Gardens.

Coral Coast

Coral Coast is a community consisting of fifteen single family homes on the bay that stand to benefit from the grinder pump program. In March of 2012, before the approval of the Grinder Pump Resolution or accompanying easement, staff members in our construction department offered a well-meaning, combined easement/service agreement for signature before the document had been fully vetted by District Counsel and approved by the Board. As the Unique Project continued to develop and Counsel and staff continued to set-up the administrative processes, it was determined that the documents presented to the homeowners of Coral Coast were not legally sufficient to protect the District or the homeowners and that the Easement was too broad to the disadvantage of the homeowners. While staff recognized that the homeowners of Coral Coast would be upset that they would need to sign new documents, the decision was made that this was a smaller consequence than that of having the wrong paperwork recorded and have a potentially large legal problem down the road. Therefore, the newer easement (as adopted by the Board) was presented to the homeowners of Coral Coast. When informed that new documents would need to be signed, the majority of the homeowners signed and returned the new documents with only a few or no questions. Two of the 15 property owners have not yet responded, three had mail returned and we are unable to contact the owners (one of which is bank-owned) and only two have voiced any objections: Mr. Hammerstrom and Mr. Jurado.

Mr. Hammerstrom contacted the District and, to help address his concerns, a meeting was held on January 14, 2013. In this meeting, he mentioned his two objections as:

1) He felt that the previously signed agreement was sufficient to move forward and did not see a need to sign a new one and;

2) He was promised by Richard Crow that he would be provided a 110 volt pump that would be compatible with his solar electric system.

In response, we apologized to him for the change in paperwork and described to him the situation. He then indicated that he would have to review the new documents and would be getting back in touch with us. In response to his need for a 110 volt pump, since we had not yet awarded the pump contract, we were unable to commit to providing him with a 110 volt pump but, as an alternative, staff recommended a 110 volt to 220 volt converter that should work for his system. He said he would look into this and get back to us and to date has offered no rebuttal to the converter.

Staff offered to come to Coral Coast and meet with the Homeowners to address any questions any of the other homeowners may have. He agreed that the idea was a good one and would let us know when the annual meeting would be.

Mr. Jurado contacted the District via telephone on January 10, 2013 and spoke with staff. He had asked about the need for new paperwork and, after he was informed of the situation, said he would look over the paperwork and get back to us.

On February 11, 2013, the District received a registered letter from Mr. Jurado requesting clarification on the new paperwork and extending us an invitation to address the owners at their 2013 Condo Association meeting on March 16th. In response to that letter, staff contacted Mr. Jurado and attempted to answer his questions but deferred the legal questions to District Counsel and offered to give him Mr. Giglio's direct contact number. Mr. Jurado indicated that it wouldn't be necessary to contact the Attorney as long as someone could answer the questions at their March 16th meeting. This was agreed upon and the date was confirmed.
As I understand it, there remain two unresolved issues:

1. The two homeowners mentioned above re-stated their objections to certain language in the new agreement at the District's meetings on February 19th and March 12th. District Counsel will work with their attorney to see if a mutually satisfactory compromise can be reached. Again, protecting the District’s interests is paramount, keeping in mind that the District is defined as ALL of the rate-payers.

2. Mr. Hammerstrom repeated his request for a 110V pump without addressing the concept of the converter. It is important to note that there is only one manufacturer that claims its 110V pump will meet the required head conditions. Since there is only one manufacturer making this claim, the product needs to be carefully reviewed by staff. Also, this particular manufacturer has, unfortunately, been vocally resistant to the District's attempts to secure grinder pumps through an open, competitive procurement process. This intensifies the need for staff to thoroughly vet the product.

**Conclusion**

Staff is actively working on what we perceive to be the issues at Coral Coast. District Counsel has already contacted their attorney. Customer service and construction staff plans to go forward with their presentation at the annual homeowners meeting at Coral Coast on March 16. They will be able to provide a verbal update at the Board meeting on March 19.

It should also be noted that as of today, 53 homeowners have signed the new version of the paperwork and have returned it to the District. Seven of those are Coral Coast property owners, with another three who have verbally agreed to return the completed paperwork.
VT 7500 - 7500 Watts Step Up/Down Transformer
Price : US $ 239.99

- Weight : 75 lbs
- Dimension : 16"x11"x11"
- 7,500 Watt Maximum Capacity Heavy-Duty Continuous Use Transformer.
- Converts 110/120V up to Single Phase 220/240 Volts or Single Phase 220/240 Volts Down to 110/120V.
- Left Knob is Neutral and Right Knob is LIVE for both 110V and 220V.
- This transformer CANNOT be used with Two Phase 220V.
- Compatible with 50Hz/60Hz.
- Durable Design with 2 Heavy-Duty Carrying Handles.
- Comes with terminal Connectors.
- NOTE: This transformer is not meant for TWO PHASE 220V.