KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS
COMMISSION MEETING AGENDA

July 2, 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. ENGINEER REPORT
   1. Report by Wade Trim on Islamorada Construction

G. BULK ITEMS
   Action
   2. Minutes of June 11, & June 18, 2013
   3. RESOLUTION NO. 22-07-13
      A RESOLUTION OF THE BOARD OF COMMISSIONERS
      APPROVING DESIGNATION OF FIVE TAX PARCELS AS
      PARCELS EXCLUDED FROM THE 2009 NON-AD VALOREM
      ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND
      AN EFFECTIVE DATE.

H. FINANCIAL REPORT
   4. Pending Payments

I. COMMISSIONER'S ITEMS

J. OPERATIONS REPORT

K. LEGAL COUNSEL REPORT

L. GENERAL MANAGER'S REPORT

M. COMMISSIONERS ROUNDTABLE

N. ADJOURNMENT
TAB 1
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: July 2, 2013

Agenda Item No. /

[ ] PUBLIC HEARING  [ ] RESOLUTION

[X] DISCUSSION  [ ] BID/RFP AWARD

[ ] ACTION ITEM  [ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Gene Hoffman from Wade Trim will give a report on the Islamorada construction in Key Largo

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 4/17/2013

<table>
<thead>
<tr>
<th>Originating Department: Engineering</th>
<th>Costs: $</th>
<th>Attachments:</th>
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<td>Department Review:</td>
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<td>[ ] District Counsel</td>
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<td>[X] General Manager</td>
<td>[ ] Clerk</td>
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<td>[ ] Finance</td>
<td>[Operations]</td>
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| Advertising:                     |          |
| Date:                             |          |
| Paper:                            |          |
| [X] Not Required                  |          |

Summary Explanation/Background:

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
TAB 2
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: July 2, 2013

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

SUBJECT: Minutes of June 11 and July 2, 2013

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

Approved by General Manager
Date: 7/2/2013

Originating Department: Clerk

Costs: $
Funding Source:

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

[ ] Engineering
[ ] Clerk
[Operations]

Advertised:
Date: 
Paper: 
[X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:04 PM. Present were Chairman Majeska, Commissioners, Norman Higgins, David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Marilyn Giglio led the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner Asdourian added an item on email. Paul Christian added introductions of Nick Hoffman, a summer intern and Rob Bulkiewicz, a new IT employee. Chairman Majeska added two items, restoration and mobilization cost, and Monday meeting.

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

<table>
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<th>Member</th>
<th>Yes</th>
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<tr>
<td>Commissioner Higgins</td>
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<td>Chairman Majeska</td>
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<tr>
<td>Commissioner Asdourian</td>
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</table>

Motion passed 4 to 0

INTRODUCTIONS
Nick Hoffman is a summer intern working under Suzie Rubio and a new employee Rob Bulkiewicz, an IT employee was introduced.

PUBLIC COMMENT
Name & Address
Sue Heim, Key Largo

Subject
Public Comment, Return already paid assessments
Exhibit “A”
Upset over Sales Tax Report Exhibit “B”
General Counsel, Contract
ACTION ITEMS

Motion to Reconsider Approval of Additional Compensation to Attorney

Chairman would like the Counsel to bring back his contract by Sept. 11, 2013.

Ray Giglio is planning on bringing the contract back to the next meeting.

DISCUSSION ITEMS

Hold Harmless Agreement/Grinder Pumps
Commissioner Asdourian would like the wording that the District will not be held responsible for its own negligence removed.

Nick Mulick presented some suggested language.

The Board directed the Counsel to work out the wording with Mr. Mulick and bring it back to the Board.

Grievance Policy
The Board discussed the policy.

The item will be brought back to the next transition meeting.

Education Policy
Mr. Giglio explained that the changes are just suggested changes.

Commissioner Gibbs likes the 12 month employment requirement.

Commissioner Higgins likes the 6 month requirement instead of a 12 month requirement.

RESOLUTION NUMBER XX-YY-ZZ
A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT RETIRING RESOLUTION NO. 16-10-10 REGARDING MONTHLY RATES AND CHARGES FOR WASTEWATER COLLECTION, TRANSMISSION, TREATMENT, AND DISPOSAL AND AMENDING THE KEY LARGO WASTEWATER TREATMENT DISTRICT RULES AND REGULATIONS; AND PROVIDING AN EFFECTIVE DATE

Paul Christian reviewed the changes in the resolution.
COMMISSIONER'S ROUNDTABLE

Email
The policy of not refunding assessments on properties bought by government for conservation was discussed.

Restoration and Mobilization Cost
Chairman Majeska asked about the restoration at Coral Coast. Dan Saus explained that the Contractor wants to close out his contract by doing the final restoration in order to get paid.

Chairman Majeska discussed the Monday Meeting with Holly Raschien

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 6:42 PM.

The KLWTD meeting minutes of June 11, 2013 were approved on June 18, 2013.

__________________________
Chairman Majeska

__________________________
Carol Walker, CMC District Clerk
Regarding removing parcels from assessment rolls, regardless the reason for removal:

For the last few months I have brought this issue to your attention specifically because your staff is not treating KLWTD customers fairly, equitably.

At the last meeting Comm Tobin requested staff review and advise the status of Res 06-03-13, which I have consistently said to you "does not have language which allows already paid assessments to be returned to KLWTD customers." At every time I have said this, staff has said I was wrong. Now you have an email from staff which confirms that Res 06-03-13 does not allow return of paid assessments.

Here are some examples from April 2013 meetings of how parcels were removed. As you can see, in both examples, the District committed in writing to returning already paid assessment money.

4/23/2013 Agenda item 3

Resolution 12-04-13 -- Section 3 -- tax collector credits for payments received

Form F-10 # 6 -- if assessments paid, District takes steps to refund

4/9/2013 Agenda item 4

Resolution 10-04-13 -- the third "Where As" -- District desires to cause refunds and/or credits ... for all payments made ...

I ask that the KLWTD Board return to the practice of returning already paid assessments, and also that the Board instruct staff to discontinue using Resolution 06-03-13 which prevents return of paid assessments.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: April 23, 2013

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

SUBJECT: Resolution 11-04-13 - Waiver of Wastewater Assessment - Diersing & Gladson - AK# 1692506

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

Approved by General Manager

Summary Explanation/Background:

- Staff recommendation is to approve Resolution 11-04-13 to waive the wastewater assessment for AK# 1692506.

- It is the owner's request to waive the vacant lot from wastewater assessment, keeping the developed parcel AK# 1692514 as the serviced parcel.

Resulting Board Action:

- Approved
- Tabled
- Disapproved
- Recommendation Revised

Prepared: 03/07/2012
RESOLUTION NO. 12-04-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REMOVAL OF ONE TAX PARCEL
FROM THE 2012 NON-AD VALOREM ASSESSMENT;
AND PROVIDING FOR APPLICABILITY AND AN
EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (hereinafter "District") has
determined that it will not provide wastewater infrastructure to serve the Tax Parcel shown in
Section 1; and

WHEREAS, The District has previously levied Non-Ad Valorem Assessments for the Tax year
2012 for the Parcel shown in Section 1; and

WHEREAS, The District desires to cause refunds and/or credits to be made for all payments
made on account of non-ad valorem assessments levied against the parcel;

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

Section 1.
PARCEL ID: 00565410-000000
AK NO.: 1692506
PARCEL DESCRIPTION: BK 5 LT 9 GULFSTREAM SHORES PB3-61 KEY LARGO
OR531-928 OR541-127 OR811-2110 OR928-2373 OR1104-1532
OR1471-2331

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 2012 Non-ad Valorem Assessment, provided
that if the District in its sole discretion later provides Wastewater Service to any
of the Excluded Parcels, the then-current owner(s) shall be required to pay to the
District all direct and indirect costs and expenses, including, but not limited to, an
amount fairly representing the special benefit that the Tax Parcel(s) will receive,
as determined by the District. The amount charged at the time of later connection
is expected to be significantly greater than the 2008 non-ad valorem assessment.

Section 2.

The District hereby authorizes the Monroe County Tax Collector to credit the Tax
Parcels shown in Section 1 with all payments received on account of them,
following the Monroe County Tax Collector's standard methodology as directed
by the District.

Section 4.
APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect
upon adoption by the Board of Commissioners

RESOLVED AND ADOPTED THIS 23rd DAY OF APRIL 2013
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the non-ad valorem assessment.

5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.

6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).

7. The District acknowledges receipt of an administrative fee of $200.00.

8. The undersigned mortgagee(s) hereby consent to this waiver of wastewater service and acknowledgement of potential costs, and all of its terms.

9. This waiver and all of its terms shall be binding upon, and inure to the benefit of, the signatories, their successors and assigns, and all subsequent owners of the Tax Parcels listed in Attachment A, and each of them.

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Sign: [Signature]
Owner or Co-Owner

Sign: [Signature]
Owner or Co-Owner

Sign: [Signature]
Owner or Co-Owner

Sign: [Signature]
Witness

STATE OF: FL.

COUNTY OF: Monroe

The foregoing instrument was acknowledged before me this 04-05-2013 (date), by [Name(s)], who is personally known to me or who has produced [Type of identification] as identification.

[Notary Public]

Printed Name

Commission Expiration Date

Key Largo Wastewater Treatment District
Waiver of Wastewater Service and Acknowledgement of Potential Costs
KLWTD Form F-10
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: April 9, 2013

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

[ ] Other:

SUBJECT: Exemption - AK# 1547514 – Miriam and Cesar Cuenca

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

Approved by General Manager  

Date: 4/4/2013

Originating Department:  

Costs: $5,200.00  
Funding Source: Assessment Revenue  
Acct. # 325100

Attachments:  
1. Map  
2. Exemption Form  
3. Resolution

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

[ ] Engineering  
[ ] Clerk

Advertised:  
Date:  
Paper:  
[X] Not Required

Summary Explanation/Background:

This parcel is eligible for exemption per Assessment Resolution 63-08-12 - Section 4.06(A)(1): The tax parcel is not improved and cannot be improved consistent with existing zoning regulations.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised

Prepared: 03/07/2012
RESOLUTION NO. 10-04-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REMOVAL OF ONE TAX PARCEL
FROM THE 2009 NON-AD VALOREM ASSESSMENT;
AND PROVIDING FOR APPLICABILITY AND AN
EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (hereinafter "District") has
determined that it will not provide wastewater infrastructure to serve the Tax Parcel shown in
Section 1; and

WHEREAS, The District has previously levied Non-Ad Valorem Assessments for the Tax year
2009 for the Parcel shown in Section 1; and

WHEREAS, The District desires to cause refunds and/or credits to be made for all payments
made on account of non-ad valorem assessments levied against the parcel;

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

Section 1.
PARCEL ID: 00447860-000000
AK NO.: 1547514
PARCEL DESCRIPTION: BK 3 LT 26 HARRIS OCEAN PK ESTATES PB4-126 KEY
LARGO OR362-40/41 OR1118-528AFF OR1315-1782

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, provided
that if the District in its sole discretion later provides Wastewater Service to any
of the Excluded Parcels, the then-current owner(s) shall be required to pay to the
District all direct and indirect costs and expenses, including, but not limited to, an
amount fairly representing the special benefit that the Tax Parcel(s) will receive,
as determined by the District. The amount charged at the time of later connection
is expected to be significantly greater than the 2009 non-ad valorem assessment.

Section 3. The District hereby authorizes the Monroe County Tax Collector to credit the Tax
Parcels shown in Section 1 with all payments received on account of them,
following the Monroe County Tax Collector’s standard methodology as directed
by the District.

Section 4. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect
upon adoption by the Board of Commissioners

RESOLVED AND ADOPTED THIS 9th DAY OF APRIL 2013
June 11, 2013 Public Comment (2)

A public utility is not the place to introduce, attempt to influence, or encourage personal political opinions or views.

The verbal comments and written reports (charts) regarding sales tax presented at the last meeting were completely inappropriate, because they were skewed by a single staff person to reflect her personal opinion.

We all know the GM is a fan of incorporating KL. But she does not get to include that in her presentations to the public. I'm sure the Bioard will agree with me that trying to sway/spin is not in the GM job description.

The charts presented could have just as easily been done without any reference to incorporating or not incorporating.

Since you will be using that sales Tax data in the future, I request that you instruct staff to revise all their sales tax documents to neutral.

I also would like to point out that at some point all of you may be considering asking KL customers to re-elect you. Having any staff advocating political positions reflects on you, as the bosses of the staff.

Sue Hein
Partial list of Florida Utility Easements
23 Utility Easements located,
11 without any Hold Harmless clauses, 3 with minor clauses,
9 hold property owner harmless,
8 in Key Largo!

list prepared by John Hammerstrom, June 10, 2013

1. Key Largo - KLWT District holds Property Owner Harmless
“THIS EASEMENT AGREEMENT ("Easement Agreement") is entered into this 15th day of May, 2007, by and between the Key Largo Wastewater Treatment District ("the District"), whose address is 98880 Overseas Highway, Key Largo, Florida, 33037 and The Most Reverend John C. Favalora, Archbishop of the Archdiocese of Miami, his successors in office, on behalf of and with respect to St. Justin Martyr ("the Archdiocese") whose address is 105500 Overseas Highway, Key Largo, Florida 33037...

“20. Indemnification. Subject to the limitations on waiver of sovereign immunity set forth in Florida Statutes Section 768.28 (2006), if and to the extent applicable, the District agrees to indemnify, defend and hold harmless, the Archdiocese, the Church, and their respective directors, officers, employees, agents and other representatives (collectively the “Indemnitees”) from and against any and all claims, demands, actions, suits, liabilities, judgments, damages, losses, costs, and expenses whatsoever (including but not limited to attorneys’ fees and costs, whether or not a lawsuit is instituted and if instituted, all attorneys’ fees and costs incurred at all tribunal levels), arising from or connected in any way with: (a) the construction, operation, maintenance, repair or use of the Easement Area or the Improvements thereon by the District, its directors, officers, employees, agents, contractors, invitees, licensees, or other representatives; (b) the District’s breach of the Easement Agreement terms; (c) the condition of the Easement Area, the Improvements, or any work performed on the Easement Area or the Improvements on the District’s behalf; (d) the District’s activities with respect to the Easement Area or the Improvements thereon; or (e) any act, omission, or negligence of the District, its directors, officers, employees, agents, contractors, licensees, invitees or other representatives; (f) materialmens, mechanics, laborer, or other statutory or common law liens arising from construction or other work or materials provided on the District’s behalf within the Easement Area. The provisions of this paragraph shall survive termination or expiration of this Agreement…”

2. Key Largo - KLWT District holds Property Owner Harmless
“The undersigned Grantor, Island Dolphin Care, Inc., whose mailing address is PO Box 1288, Key Largo, Florida, 33037 is the fee simple owner of those certain parcels of land situated in Monroe County, Florida, and more particularly described as follows...

...Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, an independent special district of the State of Florida whose address is set forth above, as Grantee, the following easement, within the property owned by the undersigned Grantor.
Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local government agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities authorized in this easement, as reflected by the Grantee's acceptance of the conditions below.

All covenant, stipulations, terms, conditions, and provisions of this agreement shall extend to and be made binding upon respective successors and assigns of Grantee and Grantor. It is intended that this agreement shall be recorded and be binding upon future owners of the above described property and the Grantee, and all successors thereto."

3. Key Largo - KLWT District holds Property Owner Harmless
“The undersigned Grantor, Coastal Waterway Condominium, Inc. ("the Grantor"), whose mailing address is 790 20th Street, c/o Fourpoints Property Management, Inc., Hialeah, FL 33010, is a Florida non-profit corporation having a principal place of business at 720 West 20th Street, Hialeah, Florida...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

4. Key Largo - KLWT District holds Property Owner Harmless
“The undersigned Grantor, Lake Surprise II Condominium Association, Inc. ("the Grantor"), whose mailing address is 9800 Dockside Drive, Key Largo FL 33037, is a Florida non-profit corporation having a principal place of business at 9800 Dockside Drive, Key Largo, Florida. The Grantor is the condominium association designated under Chapter 718, Florida Statutes, to manage the affairs of Lake Surprise II, a Condominium, located on the Island of Key Largo, Monroe County, Florida...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...
The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

5. Key Largo - KLWT District holds Property Owner Harmless

“The undersigned Grantor, The Harborage Condominium Corporation, Inc. ("the Grantor"), whose mailing address is 59 Ocean Drive, Key Largo FL 33037, is a Florida non-profit corporation having a principal place of business at 59 Ocean Drive, Key Largo, Florida. The Grantor is the condominium association designated under Chapter 718, Florida Statutes, to manage the affairs of The Harborage, a Condominium, located on the Island of Key Largo, Monroe County, Florida...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

6. Key Largo - KLWT District holds Property Owner Harmless

“The undersigned Grantor, Sevenacres Homes Association, Inc. ("the Grantor"), whose mailing address is 91645 Overseas Highway, Tavernier FL 33070, authorized to grant the temporary construction easement and permanent utility easement herein on behalf of the owners of the parcels located in the Sevenacres Subdivision, situated in Monroe County, Florida, and more particularly described as follows:...

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, provided that Grantee does not waive its right of sovereign immunity under Florida Statute 768.28 arising out of the activities authorized in this easement...

7. Key Largo - KLWT District holds Property Owner Harmless
“The undersigned Grantor, Keys Holding, LLC (“the Grantor”), whose mailing address is 2949 Overseas Highway, Marathon, FL 33050, is the fee simple owner of that certain parcel of land situated in Monroe County, Florida, and more particularly described as follows:... 

In consideration of $10.00 and other good and valuable consideration including restoration of all areas disturbed by construction, receipt of which are acknowledged, and the Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, and independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

The Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

8. Key Largo - KLWT District holds *Property Owner* Harmless

“The undersigned Grantor, Key Largo Baptist Church, Inc. (formerly known as Key Largo Baptist Temple, Inc.), whose mailing address is PO Box 1063, Key Largo, FL 33037, is the fee simple owner of those certain parcels of land situated in Monroe County, Florida, and more particularly described as follows:... 

In consideration of good and valuable consideration including waiver of Key Largo Wastewater Treatment District wastewater assessments against the parcels listed above, and restoration of all areas disturbed by construction, receipt of which are acknowledged, and Grantor does hereby grant, bargain, sell and convey to the Key Largo Wastewater Treatment District, an independent special district of the State of Florida whose address is set forth above, as Grantee, the following utility easement, within the property owned by the undersigned Grantors...

Grantee shall hold Grantor harmless for the acts and omissions of its officers, employees, agents and contractors, and upon the representation that Grantee is a local governmental agency as defined by Florida Statutes and shall maintain suitable Public Liability insurance or be self-insured, in amounts adequate to respond to any and all claims within the limitations of Florida Statute 768.28 arising out of the activities in this easement, as reflected by the Grantee’s acceptance of the conditions below...

9. Altamonte Springs, Florida - No Hold Harmless clause

“For and in consideration of the sum of Ten Dollars ($10.00) together with other good and valuable consideration paid by Grantee to the Grantor, the receipt of which is hereby acknowledged, Grantor, by these presents does hereby give and assign, a permanent, perpetual easement for the installation and maintenance of City utilities to include without limitation sewer, water, reclaimed water, and drainage, cable, telecommunications, fiber optic, electricity, or gas whether provided directly by the City or under specific grant of authority from the City, all rights to include, but not limited to, the perpetual right to enter upon said easement at any time that it may see fit, and
construct, lay, reconstruct, operate, maintain, and repair all lines, mains, pipes, fixtures, accessories and all appurtenances thereto for the purpose of operating City utilities, under and upon the following property, situate lying and being in Seminole County, Florida...”

10. Brevard County - No Hold Harmless clause
“That the first party, in consideration of One Dollar ($1.00) and other valuable considerations paid, the receipt of which is hereby acknowledged, hereby grants unto the second party, it successors and assigns, a perpetual easement commencing on the above date, for the sole purpose of constructing and maintaining a ______________ easement and other allied uses which shall be strictly construed so as not to enlarge the use, scope or purpose of the easement.

The land affected by the granting of this easement is located in Section __________, Township ________ South, Range _______ East, County of Brevard, State of Florida, and is more particularly described as follows...”

11. Charlotte County - No Hold Harmless clause
“__________, herein referred to as Grantor, in consideration of ten dollars ($10.00) by Charlotte County Utilities, a department of Charlotte County, a political subdivision of the State of Florida, herein referred to as Grantee, the receipt of which is hereby acknowledged, and other good and valuable consideration set out in the Utility Agreement entered between said parties on the _______ day of __________________________, 20______, the provisions of said Agreement to be specifically incorporated herein by reference, have granted, bargained, sold, and conveyed, and by these presents, do grant, bargain, sell, and convey, to Grantee and to its successors and assigns, a non-exclusive perpetual utility easement and rights-of-way for the purpose of constructing, laying, maintaining, and operating pipelines and all necessary laterals thereto to be used for wastewater and water in addition to any ingress and egress necessary to enter and depart over and upon that portion of land to effect the purposes of the easement. The rights-of-way and easement will be varied in width on and through the Grantor’s land located in Charlotte County, State of Florida, and described as follows...”

12. Charlotte County - No Hold Harmless clause
“THIS UTILITY EASEMENT, made and entered into this _______day of _____, 2013, by ____________, to the BOARD OF COUNTY COMMISSIONERS OF COLLIER COUNTY, FLORIDA, AS THE GOVERNING BODY OF COLLIER COUNTY AND AS EX-OFFICIO THE GOVERNING BODY OF THE COLLIER COUNTY WATER-SEWER DISTRICT ______

WITNESSETH: Grantor, for and in consideration of TEN DOLLARS ($10.00) and other valuable consideration paid by the Grantee, the receipt and sufficiency of which is hereby acknowledged, hereby conveys, grants, bargains and sells unto the Grantee, its successors and assigns, a perpetual, non-exclusive easement for wastewater facilities and access
purposes, over, under, upon and across the following lands located in Collier County, Florida, to wit: 

TO HAVE AND TO HOLD the same unto the Grantee together with the right to enter upon said land, excavate, and place or remove materials, including, but not limited to wastewater lines and pipes, pumping stations, electrical panels, telemetry towers, and other equipment or improvements appurtenant thereto or thereunder for the purposes of constructing, operating, and maintaining wastewater utility facilities thereon. The easement grant herein shall constitute easements running with the land and shall burden the lands described above...”

13. Escambia County - Electric Utility - No Hold Harmless clause

"KNOW ALL MEN BY THESE PRESENTS that Grantor, for and in consideration of $1.00 and other good and valuable consideration, in hand paid by the Emerald Coast Utilities Authority, a governmental body corporate and politic of the State of Florida ("Grantee"), whose mailing address is 9255 Sturdevant Street, Pensacola, FL 32514, the receipt of which is hereby acknowledged, does hereby grant, bargain, sell and convey unto Grantee, its successors and assigns, forever, the perpetual right and easement to enter upon, occupy and use the following described real property for the purpose of utility lines and all facilities and equipment necessary or convenient in connection therewith, together with the right to lay, bury, construct, operate, maintain, dig up and repair such lines, facilities and equipment from time to time, together with all rights and privileges necessary or convenient for full enjoyment and use thereof for the aforesaid purposes, including the right of ingress and egress thereto and therefrom. If no legal description is entered below, then the legal description shall be that description contained in the attached Exhibit "A" consisting of one (1) page, which is incorporated herein and made a part hereof by reference...”

14. Florida Keys Aqueduct Authority - No Hold Harmless clause

"_______, and all co-owners, heirs, successors, grantees, and assigns, ("Owner") of the Property at the address of ______________________, Florida __________, Parcel ID # ____________, 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 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…”

15. Jacksonville, Florida (JEA) - No Hold Harmless clause

“WITNESSETH: that Grantor, for and in consideration of the sum of Ten and 00/100 dollars ($10.00) and other good and valuable consideration to them in hand paid by Grantee, the receipt of which is hereby acknowledged, has granted, bargained, sold, and conveyed to the Grantee, its successors and assigns forever, an unobstructed right of way and easement with the right, privilege, and authority to said Grantee, its successors and assigns, to construct, operate, lay, maintain, improve, and/or repair, either above or below the surface of the ground, facilities and associated equipment for electrical, water reuse, water, sewer, other public utilities, or quasi-utilities, either or all, on, along over, through, across, or under the following described land situate in ______________ County, Florida, to wit (the “Easement Property”)…”

16. Jupiter, Florida - No Hold Harmless clause

“WITNESSETH: That the PARTY OF THE FIRST PART for and in consideration of the sum of TEN DOLLARS ($10.00) and other good and valuable consideration, in hand paid, receipt whereof is hereby acknowledged, has granted, bargained, sold and conveyed, and does hereby grant, bargain, sell and convey unto the PARTY OF THE SECOND PART its’ successor and assigns, an easement for the construction, operation and maintenance of water utility appurtenances thereto, to be installed from time to time, or to be altered, improved, or removed therefrom and for the right to cut and keep clear trees, brush or undergrowth therefrom and all other obstructions that might endanger or interfere therewith, together with the right of ingress and egress thereto, on over, upon, under, and across the following described real property situate, lying and being in the County of Martin, State of Florida to-wit…”

17. Kissimmee Utility Authority - Utility Holds Property Owner Harmless

"That for and in consideration of the sum of $10.00 DOLLARS and other valuable considerations, in hand paid to the Grantor by the Grantee, receipt whereof is hereby acknowledged, said Grantor does hereby grant, bargain, sell, convey and quitclaim to said Grantee, its successors and assigns forever, a right of way and easement with the right, privilege and authority to said Grantee, its successors or assigns, to erect, construct, operate and maintain a line or lines for the transmission and/or distribution of electric energy, for the transmission of information via fiber optic lines and/or any other purposes of the Grantee for which said line or lines can be used without exceeding the boundaries of said right of way and easement thereover for any and all purposes for which electric energy is now or may hereafter be used, and for any and all other purposes of the grantee consistent with this right of way and easement…”
"...Grantee will be responsible for, and will indemnify, save harmless and defend Grantor against and from all claims and suits for, and all liability loss or expense ensuing from, or incidental to or in connection with, damage to, or loss of any property of Grantor, Grantee, the agents, servants, licensees contractors, invitees or employees of either or any Person and indemnify against and from all claims and suits for, all liability, loss or expense arising out of, or incidental to or in connection with injury to or death of persons, including agents, servants, contractors, licensees, invitees, or employees of Grantor or Grantee, or any other person, if damage, loss, injury or death arise in any manner, directly or indirectly, out of, or incidental to, or in connection with the granting of this Easement, except when such losses and damages are due to the negligence of Grantor, his successors, assigns, lessees, licensees and agents, or third parties.

Nothing contained in this Easement Deed shall either constitute or be construed as a waiver by Grantee of the sovereign immunity it enjoys under Florida Statutes, Section 768.28, and the accompanying limitations of liability applicable to Grantee thereunder..."

18. Lee County, Florida - No Hold Harmless clause

"THIS INDENTURE, made and interred into this 4th of June 1992, between SIX MILE INVESTMENT, INC. Owner, hereinafter referred to as GRANTOR, and LEE COUNTY BOARD OF COUNTY COMMISSIONERS, hereinafter referred to as GRANTEE.

1. For and in consideration of the sum of ONE DOLLAR ($1) and other good and valuable consideration, receipt of which is hereby acknowledged, GRANTOR hereby grant and transfers to GRANTEE, its successors and assigns, the use of a perpetual public utility easement situated in Lee County, Florida, and located and described as set forth in Exhibit "A" attached hereto and made a part hereof.

2. GRANTEE, its successors, appointees and assigns, are granted the right, privilege, and authority to construct, replace, renew, extend, and maintain a wastewater collection and/or water distribution system, together with, but not limited to, all necessary service connections, manholes, valves, fire hydrants, lift stations, and appurtenances to be located on, under, across and through the easement which is located on the property described (Exhibit "A") with the additional right, privilege and authority to remove, replace, repair and enlarge said system..."

19. New Smyrna Beach Utilities Commission - No Hold Harmless clause

"A. Grantor is the owner of certain real property located at

___________, New Smyrna Beach, Florida.

B. Grantee is the utilities entity which provides services on and over the property located at , New Smyrna Beach, Florida.

C. Grantor desires to grant to Grantee a perpetual non-exclusive easement and right-of-way for the installation, construction, reconstruction, relocation, removal, maintenance, repair, operation and inspection of water, wastewater, irrigation water, electric, and general utility facilities, which shall run with the land for the Utilities Commission, City of New Smyrna Beach, which
supplies facilities or provides utility service, and its respective successors and assigns. Additional utility easements may be reserved as shown by legend on the plat, together with the right of ingress and egress for the purpose of constructing, maintaining, using, repairing, replacing, reconstructing, inspecting and removing utility lines...

20. Oakland Park, Florida - Minor Hold Harmless clause

"On this ___ day of ___, 20___, that having an address of ____________ ("Grantor"), expressly grants an easement to the City of Oakland Park, a municipal corporation of the State of Florida, having an address at 3650 N.E. 12th Avenue, Oakland Park, Florida, 33334, (hereinafter "Grantee"), subject to the following provisions and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable considerations paid by Grantee to Grantor, receipt of which is hereby acknowledged by both parties.

Grantor is the fee simple owner of that parcel of real property, a legal description and sketch of which is attached hereto as Exhibit "A", and incorporated by reference herein, (hereinafter "the servient estate").

Grantor hereby grants, bargains and sells to Grantee, its successors and assigns, a perpetual easement under, over and upon a portion of the servient estate, a legal description of which is attached hereto as Exhibit "B" and incorporated by reference herein, (hereinafter "the easement area").

Grantee may use the easement area for laying, installing, maintaining, operating and altering of water lines and appurtenant facilities, sewer lines and appurtenant facilities as well as for surface water storm drainage, and for other comparable public utility purposes.

Grantee shall have the right to remove any natural or man-made obstructions placed on the easement, which impede the easement herein granted, or the exercise of the rights thereunder.

Grantor shall hold Grantee harmless from and against all claims, liability and expense arising from the aforesaid removal of obstructions, including the expense of removing, relocating, restoring and replacing same..."

21. Ocala Utility Services - Electric services - Minor Hold Harmless clause

"WITNESSETH, that, for and in consideration of the mutual benefits, covenants and conditions herein contained, GRANTOR grants and conveys to GRANTEE an easement to install, operate and maintain in perpetuity or until the use thereof is abandoned, such facilities as may be necessary or desirable for providing electric energy and services and communication services, said facilities being located in the following described Easement Area within GRANTOR'S premises in Marion County, Florida...

...GRANTOR covenants not to interfere with GRANTEE'S facilities within the Easement Area in GRANTOR'S premises, and GRANTOR further covenants to indemnify and hold GRANTEE harmless from any and all damages and injuries, whether to persons or property, resulting from
interference with GRANTEE’S facilities by GRANTOR or by GRANTOR’S agents or employees...”

22. St. Johns County, Florida - Minor Hold Harmless clause
“That for and in consideration of the sum of Ten Dollars ($10.00) and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Grantor agrees as follows:

1. Grantor does hereby grant, bargain, sell, alien, remise, release, convey and confirm unto Grantee a non-exclusive permanent easement and right-of-way to install, construct, operate, maintain, repair, replace and remove pipes and mains constituting the underground (The following list should only include the items of the system which pertain to the specific project. Please delete the items that do not apply)., water distribution system, gravity sewer collection system, lift stations & sewer force mains and all other equipment and appurtenances as may be necessary or convenient for the operation of the underground water and sewer utility services (hereinafter referred to as “Utility Lines and Associated Equipment”) over and upon the real property described on Exhibit A attached hereto (the “Easement Area”); together with rights of ingress and egress to access the Easement Area as necessary for the use and enjoyment of the easement herein granted. The location of the ingress and egress area to the Easement area has been mutually agreed upon by the Grantor and Grantee. As a result, the ingress and egress area is noted on the attached, and incorporated Exhibit B (Ingress/Egress Area). This easement is for water and/or sewer utility services only and does not convey any right to install other utilities such as cable television service lines.

2.(c) Grantor hereby specifically indemnifies and holds Grantee harmless from and against costs and expenses associated with installation, maintenance, repair or replacement of sewer service laterals...”

23. Town of Davie, Florida - No Hold Harmless clause
“The grantors hereby grant and convey to the Town of Davie a perpetual utility easement (which can be over, under and across the easement premises), including the right to ingress and egress to the easement, for construction, reconstruction, alteration, maintenance and repair (to the extent the Town of Davie considers desirable) of pipes and other necessary or desirable appurtenances to and/or for a utility system and/or utility facilities, the easement premises being described as follows which are located in Broward County, Florida...”
Grantor and the District waive the right to commence and/or maintain a claim or cause of action against the other for damages arising out of this easement except for those sustained as a direct result of the other's negligence.

The District shall require that any and all contractors it engages to install, maintain or repair the Grinder Pump System shall procure insurance in accordance with the District’s standard practice to cover the District’s and its contractor’s installation, repair or maintenance of the Grinder Pump System and other activities on the Grantor’s property.
MINUTES
Key Largo Wastewater Treatment District Transition (KLWTD)
Meeting
June 18, 2013
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:04 PM. Present were Chairman Majeska, Commissioners, Norman Higgins, David Asdourian, Andy Tobin, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Tyler Vandergriff (Boy Scout Troop #588) led the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner Asdourian pulled Resolution No. 20-06-13 from Bulk. Chairman Majeska moved Bulk Items to the end of the agenda and he also added an item on the meetings he had with Holly Raschien and the Department of Economic Opportunity.

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

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Motion passed 5 to 0

PUBLIC COMMENT

Name & Address
Sue Heim, Key Largo
John Hammerstrom, Key Largo
Nick Mulick, Key Largo
Nicola Laak, Key Largo

Subject
Comment on Board Attitude, Resolution 19-06-13
Grinder Pump Assessment Abandonment
Hold Harmless Agreements
Hold Harmless Agreements
Hold Harmless Agreements
ENGINEER REPORT
Report from Wade Trim on Islamorada Construction
Eugene Hoffman, Wade Trim, Construction Manager gave a report on the Islamorada construction (see Exhibit “A”)

The Board discussed with Mr. Hoffman various ways to ease traffic congestion.

FINANCIAL REPORT
Pending Payments

Motion: Commissioner Higgins made a motion to approve the pending payments of June 18, 2013 contingent of the availability of funds. Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 5 to 0

COMMISSIONER’S ITEMS
Mission Statement
“The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service.”

Motion: Commissioner Gibbs made a motion to approve the proposed Mission Statement. Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 5 to 0

Grinder Pump Easement Abandonment
The Board discussed the pros and cons of abandoning the easements after the installation of the grinder pumps. The issue will be looked at in the future when it becomes appropriate.
LEGAL COUNSEL REPORT
Hold Harmless Agreement

The General Counsel, Ray Giglio, presented to the Board a revised version of the “hold harmless” clause contained in the District’s Unique Property Easement.

Motion: Commissioner Tobin made a motion to approve the Hold Harmless Agreement with the following wording, “Grantor releases, waives, and discharges the District from any and all damages, claims, costs, or liability for: (a) any diminution to the value of the Parcel; and/or (b) for any and all indirect, consequential, or incidental loss or damage, arising out of, or in any way related to, this Easement Grant or on account of the installation, operation, maintenance, repair, or replacement of the grinder pump system, or the failure of the grinder pump system to adequately service the Parcel. Nothing contained herein shall constitute or be construed as a waiver by the District of the sovereign immunity under s. 768.28, F.S. or an extension of the District’s liability beyond the limits established under s. 768.28, F. S.” Chairman Majeska seconded the motion.

Vote on Motion

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Motion passed 3 to 2

Pursuant to Commissioner Tobin’s motion, the clause; “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.” in the District’s Unique Property Easement will be replaced with the following language:

“Grantor releases, waives, and discharges the District from any and all damages, claims, costs, or liability for: (a) any diminution to the value of the Parcel; and/or (b) for any and all indirect, consequential, or incidental loss or damage, arising out of, or in any way related to, this Easement Grant or on account of the installation, operation, maintenance, repair, or replacement of the grinder pump system, or the failure of the grinder pump system to adequately service the Parcel. Nothing contained herein shall constitute or be construed as a waiver by the District of the sovereign immunity under s. 768.28, F.S. or an extension of the District’s liability beyond the limits established under s. 768.28, F. S.
Cut Off Date for Hold Harmless Agreements
After Board discussion on setting a time limit staff was directed to bring back the item for discussion on July 9, 2013.

District Counsel Contract
The Board discussed the contract.

Motion: Commissioner Higgins made a motion to approve the District Counsel Contract with the amendment that “He will not accept outside employment without the consent of the Board.” Commissioner Asdourian seconded the motion.

Vote on Motion

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Motion passed 5 to 0

The District Counsel’s contract will be changed in the wording from:
“The Attorney shall not accept any other employment for compensation without the prior written consent of the District’s General Manager, which consent may be withheld if the District’s General Manager reasonably believes that such employment would negatively affect the quality of the Attorney’s services to the District,”

To the following wording:
The Attorney shall not accept any other employment for compensation without the prior written consent of the District’s Board of Commissioners,”

BULK ITEMS
Minutes of June 4, 2013
RESOLUTION NO. 19-06-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING DESIGNATION OF ONE TAX PARCEL AS A PARCEL EXCLUDED FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.
RESOLUTION NO. 21-06-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REMOVAL OF ONE TAX PARCEL FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE

Motion: Commissioner Gibbs made a motion to approve the Bulk Items. Commissioner Asdourian seconded the motion.
RESOLUTION NUMBER 20-06-13
A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT RETIRING RESOLUTION NO. 16-10-10 REGARDING MONTHLY RATES AND CHARGES FOR WASTEWATER COLLECTION, TRANSMISSION, TREATMENT, AND DISPOSAL AND AMENDING THE KEY LARGO WASTEWATER TREATMENT DISTRICT RULES AND REGULATIONS; AND PROVIDING AN EFFECTIVE DATE

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

Vote on Motion

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Motion passed 4 to 0

GENERAL MANAGER
Legislator Meeting
Wastewater funding was discussed.

COMMISSIONER'S ROUNDTABLE
Florida Department of Economic Opportunity
Chairman Majeska reported on the meeting which was for businesses.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 7:27 PM.

The KLWTD meeting minutes of June 18, 2013 were approved on July 2, 2013.

Chairman Majeska

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

Meeting Date: July 2, 2013

Agenda Item No. 3

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

SUBJECT: Exemptions for Monroe County Land Authority Purchase for Conservation - AK#1547026, 1548472, 1545368, 1547425 and 1547433.

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

Approved by General Manager Date: 11/27/2013

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<tr>
<th>Attachments:</th>
</tr>
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<tbody>
<tr>
<td>1. Resolution</td>
</tr>
<tr>
<td>2. Maps</td>
</tr>
<tr>
<td>3. Request for Exemption</td>
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Advertised:
<table>
<thead>
<tr>
<th>Date:</th>
<th>Paper:</th>
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<tbody>
<tr>
<td></td>
<td></td>
</tr>
<tr>
<td>[X] Not Required</td>
<td></td>
</tr>
</tbody>
</table>

Summary Explanation/Background:

This Resolution removes five parcels (AK#1547026, 1548472, 1545368, 1547425 and 1547433) purchased by Monroe County Land Authority for conservation from the 2009 assessment roll.

No money will be returned as outlined in Resolution 06-03-13.

Resulting Board Action:
<table>
<thead>
<tr>
<th>□ Approved</th>
<th>□ Tabled</th>
<th>□ Disapproved</th>
<th>□ Recommendation Revised</th>
</tr>
</thead>
</table>

Prepared: 03/07/2012
RESOLUTION NO. 22-07-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING DESIGNATION OF FIVE TAX PARCELS AS
PARCELS EXCLUDED FROM THE 2009 NON-AD
VALOREM ASSESSMENT; AND PROVIDING FOR
APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Monroe County Comprehensive Plan Land Authority has
submitted documentation showing that the parcel(s) described herein have 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: 00447370-000000
AK NO.: 1547026
PARCEL DESCRIPTION: BK 2 LT 23 HARRIS OCEAN PK ESTATES KEY
LARGO PB4-126 OR590-663 OR608-681 OR841-
1084Q/C OR852-1554Q/C OR872-2013 OR1057-922(JB)
OR1321-386(CMS) OR1321-387AFF(CMS) OR1321-
388AFF(CMS)

PARCEL ID: 00448830-000000
AK NO.: 1548472
PARCEL DESCRIPTION: BK 5 LT 31 HARRIS OCEAN PK ESTATES KEY
LARGO PB4-126 OR611-459 OR611-460

PARCEL ID: 00445690-000000
AK NO.: 1545368
PARCEL DESCRIPTION: BK 2 LT 8 OCEAN PARK VILLAGE PB4-14 KEY
LARGO OR557-1056 OR1153-53 OR1162-390DC
OR1855-1268Q/C OR2051-313 OR2051 -314 AFF
OR2082-1986

PARCEL ID: 00447770-000000
AK NO.: 1547425
PARCEL DESCRIPTION: BK 3 LT 17 HARRIS OCEAN PK ESTATES KEY
LARGO OR444-284-285 OR805-921

PARCEL ID: 00447780-000000
AK NO.: 1547433
PARCEL DESCRIPTION: K 3 LT 18 HARRIS OCEAN PK ESTATES KEY LARGO
OR444-284-285 OR805-921
Section 2. The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the deleted tax parcel(s) 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 2nd DAY OF JULY 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>
<td>___</td>
</tr>
<tr>
<td>Commissioner Steve Gibbs</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Commissioner David Asdourian</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Commissioner Andrew Tobin</td>
<td>___</td>
<td>___</td>
</tr>
<tr>
<td>Chairman Robert Majeska</td>
<td>___</td>
<td>___</td>
</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 22-07-13 duly passed and adopted the 2nd day of July, 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _______________________
Chairman Robert Majeska

ATTEST: _______________________
Carol Walker, District Clerk

Approved to as to form and legal sufficiency

_______________________
General Counsel, Ray Giglio

SEAL
Jason and Helen Koesy

AK#1547433, 1547425 - Vacant

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 Monies County Property Appraiser's office cannot guarantee its accuracy for any other purpose. Likewise, data provided regarding one year may not be applicable in prior or subsequent years. By requesting such data, you hereby understand and accept responsibility for any such use of such data. By requestin 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# 1545368 - 172 Dove Lake Dr

Printed: Jun 24, 2013
Lydia Laffitte Castellanos

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# 1547026 - Vacant Land
Raul and Dinorah Lopez

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# 1548472
MCLA Purchase for Conservation

AK#1548472 - Vacant Land
Luis and Gloria Leon

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 properties 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.

Printed: Jun 24, 2013
June 21, 2013

Carol Walker, District Clerk
Key Largo Wastewater Treatment District
PO Box 491
Key Largo, FL  33037

Re: MCLA Conservation Lands
Block 2, Lot 8, Ocean Park Village (AK 1545368)
Block 2, Lot 23, Harris Ocean Park Estates (AK 1547026)
Block 5, Lot 31, Harris Ocean Park Estates (AK 1548472)

Dear Ms. Walker:

This letter will confirm that the above referenced parcels are now titled in the Monroe County Comprehensive Plan Land Authority and were acquired as conservation land. Conservation lands acquired by the Authority will be maintained as natural areas, will not be developed, will not generate wastewater, and therefore will not need a connection to the Key Largo Wastewater Treatment District wastewater system. Accordingly, I am requesting that the subject parcels be removed from the KLWTD assessment roll.

Please contact me should you require any additional information regarding this matter.

Sincerely,

Mark J. Rosch
Executive Director
June 27, 2013

Carol Walker, District Clerk
Key Largo Wastewater Treatment District
PO Box 491
Key Largo, FL 33037

Re: MCLA Conservation Lands
   Block 3, Lots 17 and 18, Harris Ocean Park Estates (AK 1547425 and 1547433)

Dear Ms. Walker:

This letter will confirm that the above referenced parcels are now titled in the Monroe County
Comprehensive Plan Land Authority and were acquired as conservation land. Conservation lands
acquired by the Authority will be maintained as natural areas, will not be developed, will not generate
wastewater, and therefore will not need a connection to the Key Largo Wastewater Treatment District
wastewater system. Accordingly, I am requesting that the subject parcels be removed from the
KLWTD assessment roll.

Please contact me should you require any additional information regarding this matter.

Sincerely,

Mark J. Rosch
Executive Director
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: July 2, 2013 Agenda Item No. 4

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

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

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

Approved by General Manager ______________________ Date: 6/27/2013

<table>
<thead>
<tr>
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</thead>
<tbody>
<tr>
<td></td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Acct. # see attached</td>
<td></td>
</tr>
<tr>
<td>Department Review:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>[ ] District Counsel</td>
<td>[ ] Engineering</td>
<td>Advertised:</td>
</tr>
<tr>
<td>[X] General Manager</td>
<td>[ ] Clerk</td>
<td>Date: ____________________________</td>
</tr>
<tr>
<td>[X] Finance</td>
<td></td>
<td>Paper: _______________</td>
</tr>
<tr>
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<td></td>
<td>[X] Not Required</td>
</tr>
</tbody>
</table>

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

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 5/31/2013

<table>
<thead>
<tr>
<th>Account</th>
<th>Balance</th>
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</thead>
<tbody>
<tr>
<td>BB&amp;T General Operating Account (reconciled)</td>
<td>$5,755,311.09</td>
</tr>
<tr>
<td>BB&amp;T Payroll Account (reconciled)</td>
<td>$186,548.37</td>
</tr>
<tr>
<td>Capital Bank Operating Account (reconciled)</td>
<td>$230,728.55</td>
</tr>
<tr>
<td>Community Bank of Florida Operating Account (reconciled)</td>
<td>$10,005.40</td>
</tr>
<tr>
<td>Petty Cash Account - Hurricane Emergency</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total Operating Accounts</strong></td>
<td><strong>$6,182,593.41</strong></td>
</tr>
</tbody>
</table>

Operating Revenues

- Wastewater Service Revenue: June 1-7, 2013 $208,792.71
- Wastewater Service Revenue: June 8-14, 2013 $210,797.75
- Misc. Deposits $0.00

* Total Current Deposits: $419,590.46

* Bank Acct Balances + Deposits: $6,602,183.87

Less Expenditures July 2, 2013 Payments (see next page) $174,359.66

* Cash Balance after July 2, 2013 payments $6,427,824.21
<table>
<thead>
<tr>
<th>Checks</th>
<th>Vendor</th>
<th>Admin</th>
<th>Shared</th>
<th>Cust Svc/TT</th>
<th>OPS/ Maintenance</th>
<th>Collections</th>
<th>Plant</th>
<th>Construction</th>
<th>Ck Released</th>
<th>Total Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>3833</td>
<td>Comcast: Vac Station I Internet</td>
<td></td>
<td></td>
<td>$70.65</td>
<td></td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>3834</td>
<td>Dumont Company: Chemicals</td>
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<td>$3,014.85</td>
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<td>3835</td>
<td>Ellen Chokreff: Mileage Reimbursement: April &amp; May</td>
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<td></td>
<td>$115.26</td>
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<td>3836</td>
<td>FKAA: Water: Vac Station A</td>
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<td></td>
<td></td>
<td>$14.56</td>
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<td>Preferred Govt Insurance Trust: Workers’ Compensation Quarterly Payment</td>
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<td>Sunshine State One Call of FL: Utility Location Svc</td>
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<td>$217.42</td>
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<td>US Water: Regulatory Monitoring of Samples</td>
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<td>3842</td>
<td>AT&amp;T: Telephone &amp; Internet at Vac Station F</td>
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<td></td>
<td>$115.69</td>
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<td>Benham Protective Svs: July 2013 Monitoring Svs.</td>
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<td>$36.50</td>
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<td>Connie Fazio: Travel Expense Reimbursement - FL League of Cities Conference Ft. Lauderdale</td>
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<td>Dumont Company: Chemicals</td>
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<td>Federal Express: Shipping</td>
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<td>FKEC: Plant Electricity</td>
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<td>Maintenance</td>
<td>Collections</td>
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<td>Construction</td>
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<tr>
<td>3849</td>
<td>FKEC: Vac Stations Electricity</td>
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<td>$4,403.56</td>
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<td>Florida Keys Aqueduct Authority: Wastewater Billing: Qty: 9,270 bills @ $1.09 each</td>
<td>$10,104.30</td>
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<td>3851</td>
<td>Keys Air Conditioning: A/C Repair in Collections Office</td>
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<td>$165.00</td>
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<tr>
<td>3852</td>
<td>Miami Herald: Legal Notices</td>
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<td>3853</td>
<td>Municipal Safety Svs: July Safety Course</td>
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<td>$500.00</td>
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<td>3854</td>
<td>Office Depot: Office Supplies</td>
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<td>3855</td>
<td>Radwell International: Supplies &amp; Tools</td>
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<td></td>
<td></td>
<td>$256.00</td>
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<td>3856</td>
<td>Sanders Laboratories: Lab Testing</td>
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<td>$304.00</td>
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<tr>
<td>3857</td>
<td>Standard Insurance: Life Insurance Policy for Employees</td>
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<td>$95.70</td>
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<td>3858</td>
<td>Weiler Engineering: Work Order #06-02 &amp; 06-03</td>
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<td>$14,237.50</td>
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<tr>
<td>3859</td>
<td>FL Municipal Insurance Trust: Employee Health Insurance - July 2013</td>
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<td>$21,593.98</td>
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<tr>
<td>3860</td>
<td>Rob Bulkiewicz: Mileage Reimbursement: May 28-June 24, 2013</td>
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<td>$53.68</td>
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### Checks Vendor Admin Shared Cust Svc/IT OPS/ Admin Maintenance Collections Plant Construction Ck Released Total Check

<table>
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<th>Admin</th>
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<th>OPS/ Admin</th>
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<th>Collections</th>
<th>Plant</th>
<th>Construction</th>
<th>Ck Released</th>
<th>Total Check</th>
</tr>
</thead>
<tbody>
<tr>
<td>3861</td>
<td>Siemens Energy Inc: Final Retainage - Plant Blowers</td>
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<td></td>
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<td>$78,253.00</td>
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<td>$174,359.66</td>
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**Totals**

<table>
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<tr>
<th>Admin</th>
<th>Shared</th>
<th>Cust Svc/IT</th>
<th>OPS/ Admin</th>
<th>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>$16,574.32</td>
<td>$22,175.14</td>
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<td>$37,270.95</td>
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</tbody>
</table>

---

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

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

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Approved for payment

Chairman Robert Majeska Date

Norman Higgins, Secretary/Treasurer Date