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

G. BULK ITEMS

1. Minutes of Sept. 17, 2013
2. RESOLUTION NO. 32-10-13
   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
3. RESOLUTION NO. 33-10-13
   A RESOLUTION OF THE BOARD OF COMMISSIONERS
   APPROVING THE REMOVAL OF 1 TAX PARCEL
   (DESIGNATED AS MARINA AND USED AS A BOAT SLIP)
   FROM THE 2008 NON-AD VALOREM ASSESSMENT; AND
   PROVIDING FOR APPLICABILITY AND AN EFFECTIVE
   DATE

H. FINANCIAL REPORT

4. Pending Payments
   Action

I. COMMISSIONER’S ITEMS

J. OPERATIONS REPORT

K. LEGAL COUNSEL REPORT

5. Grinder Pump Resolution Amendment Draft

L. GENERAL MANAGER’S REPORT

M. COMMISSIONERS ROUNDTABLE

N. ADJOURNMENT

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."
TAB 1
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Oct. 1, 2013
Agenda Item No. 1

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

SUBJECT: Minutes of Sept. 17, 2013

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

Approved by General Manager

Date: 9/26/2013

Originating Department: Clerk

Costs: $
Funding Source:

Attachments: Minutes

Department Review:

[ ] District Counsel
[X] General Manager
[ ] Finance
[ ] Engineering
[ ] Clerk
[ Operations]

Advertiser:

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 4:03 PM. Present were Chairman Majeska, Commissioners, Norman Higgins, David Asdourian, Andy Tobin, and Steve Gibbs. Also present were the General Manager, Margaret Blank, Chief Information Officer, Paul Christian, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

The Pledge of Allegiance was said.

APPROVAL OF AGENDA
Margaret Blank changed the Back Pay issue from Action to Discussion and added an update on the Wastewater Funding Working Group meeting under the ILA item. Paul Christian added a presentation on customer service in the Sewer Care Program. Chairman Majeska moved the ILA to the front of the agenda.

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

Vote on Motion

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

Motion passed 5 to 0

PUBLIC COMMENT

<table>
<thead>
<tr>
<th>Name &amp; Address</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>John Hammerstrom, Key Largo</td>
<td>Back Pay Issue</td>
</tr>
<tr>
<td>Sue Heim, Key Largo</td>
<td>Back Pay Issue and Insurance Item</td>
</tr>
</tbody>
</table>

ENGINEER REPORT

Ed Castle of Weiler Engineering reported there is still a problem with Vacuum Station E in service area F and they are working on it. The RFP to install the Grinder Pumps will be out at the end of the month.
BULK ITEMS
Minutes of September 10, 2013
RESOLUTION NO. 31-09-13
A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT APPROVING
CALL WIRE TRANSFERS FOR THE PAYMENT OF SRF AND OTHER LOAN;
AND PROVIDING AN EFFECTIVE DATE

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

Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Higgins</td>
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<tr>
<td>Chairman Majeska</td>
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<td>Commissioner Gibbs</td>
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<tr>
<td>Commissioner Asdourian</td>
<td>X</td>
<td></td>
<td></td>
</tr>
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</table>

Motion passed 5 to 0

FINANCIAL REPORT
Insurance Renewal
Mr. Tom Jones, TR Jones & Company and Paul Christian reviewed the proposal

Motion: Commissioner Tobin made a motion to approve the insurance proposal with the inclusion of the earthquake coverage, and that the insurance renewal be brought back next year at the first meeting in August and that Legal read the policy. Commissioner Higgins seconded the motion.

Vote on Motion

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

Motion passed 5 to 0

GENERAL MANAGER REPORT
Mayfield ILA
Margaret Blank reviewed the few changes that the County made to the Inter-Local Agreement.

Motion: Commissioner Tobin made and motion to approve and sign the Mayfield ILA accepting the changes. Commissioner Gibbs seconded the motion.
Vote on Motion

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

Motion passed 5 to 0

FINANCE REPORT
Bishop, Rosasco, and Company

Motion: Commissioner Higgins made a motion to approve the Bishop, Rosasco and Company extension for one year. Commissioner Gibbs seconded the motion.

Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
<tr>
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<tr>
<td>Chairman Majeska</td>
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<td>Commissioner Gibbs</td>
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<tr>
<td>Commissioner Tobin</td>
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<tr>
<td>Commissioner Asdourian</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Motion passed 5 to 0

Refining RFP

Motion: Commissioner Tobin made a motion to direct staff to go out for a refinancing RFP. Commissioner Gibbs seconded the motion.

Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
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</tr>
</thead>
<tbody>
<tr>
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<td>Commissioner Gibbs</td>
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<tr>
<td>Commissioner Tobin</td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Asdourian</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Motion passed 5 to 0

Commissioner Tobin would like Ray Giglio and Peter Rosasco to review the contract with Julie Santamaria from RBC Capital Markets.

Pending Payments
Connie Fazio reviewed the Pending Payments and answered Commissioners questions.

Motion: Commissioner Asdourian made a motion to approve the pending payments of Sept. 17, 2013 contingent on the availability of funds. Commissioner Gibbs seconded the motion.
Vote on Motion

<table>
<thead>
<tr>
<th>Member</th>
<th>Yes</th>
<th>No</th>
<th>Other</th>
</tr>
</thead>
<tbody>
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<td>Commissioner Gibbs</td>
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<td>Commissioner Tobin</td>
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<tr>
<td>Commissioner Asdourian</td>
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</tbody>
</table>

Motion passed 4 to 0

Commissioners Back Pay
Ray Giglio explained the legality of the cost of living increase due the Commissioners. He recommended the District comply with the law and accept the cost of living adjustment back pay.

COMMISSIONER’S ROUNDTABLE
Paul Christian gave a power point presentation of the Customer Service Link to Sewer Care that allows the public to obtain information on their assessments.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 5:57 PM.

The KLWTD meeting minutes of Sept. 17, 2013 were approved on October 1, 2013.

_________________________
Chairman Majeska

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

Agenda Request Form

Meeting Date: October 1, 2013

Agenda Item No. 2

[ ] PUBLIC HEARING

[X] RESOLUTION

[ ] DISCUSSION

[ ] BID/RFP AWARD

[ ] GENERAL APPROVAL OF ITEM

[ ] CONSENT AGENDA

[ ] Other:

SUBJECT: Exemption of AK# 1546518 – Purchased for Conservation

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

Approved by General Manager

Date: 9/24/2013

<table>
<thead>
<tr>
<th>Originating Department:</th>
<th>Costs: $5,200</th>
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<tbody>
<tr>
<td></td>
<td>Funding Source: Future Assessment Revenue</td>
</tr>
<tr>
<td></td>
<td>Acct. #</td>
</tr>
</tbody>
</table>

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

| [ ] Engineering |
| [ ] Clerk |

Attachments:
1. Resolution
2. Map

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

Summary Explanation/Background:
Parcel purchased by Monroe County Land Authority for conservation.

Staff recommends exemption for this parcel is granted in accordance with KLWTD Resolution 06-03-13.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised

KLWTD Form F-3

Prepared: 03/07/2012
RESOLUTION NO. 32-10-13

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.

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: 00446850-000000
AK NO.: 1546518
PARCEL DESCRIPTION: BK 9 LT 9 OCEAN PARK VILLAGE PB4-14 KEY
LARGO OR580-835 OR582-28 OR752-1613Q OR759-
891 OR762-942Q/C

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 1ST DAY OF OCTOBER 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>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Norman Higgins</td>
<td></td>
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<tr>
<td>Commissioner Steve Gibbs</td>
<td></td>
<td></td>
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<tr>
<td>Commissioner David Asdourian</td>
<td></td>
<td></td>
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<tr>
<td>Commissioner Andrew Tobin</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chairman Robert Majeska</td>
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</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 32-10-13 duly passed and adopted the 1st day of October, 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
September 16, 2013

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

Re: MCLA Conservation Lands
   Block 9, Lot 9, Ocean Park Village (AK 1546518)

Dear Ms. Walker:

This letter will confirm that the above referenced parcel is now titled in the Monroe County Comprehensive Plan Land Authority and was 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 parcel 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
AK#1546518

Printed: Sep 10, 2013  Purchase by MCLA for Conservation

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.
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: October 1, 2013

Agenda Item No. 3

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

SUBJECT: Exemption of AK#8861397

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

Approved by General Manager ____________________________
Date: 9/26/2013

| Originating Department: | Costs: $2,987.50 plus fees
Funding Source: Future Assessment Revenue
Acct. # | Attachments:
1. Resolution 33-10-13
2. Map
| Department Review: | [ ] Engineering
[ ] Clerk
| [ ] District Counsel
[ ] General Manager
[ ] Finance |

Summary Explanation/Background:

Staff recommends approval of Resolution 33-10-13

Parcel is a boat slip that is not capable of creating wastewater that will enter into the District’s system.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised

KLWTD Form F-3

Prepared: 03/07/2012
RESOLUTION NO. 33-10-13

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REMOVAL OF 1 TAX PARCEL
(DESIGNATED AS MARINA AND USED AS A BOAT SLIP)
FROM THE 2008 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 various Tax
years for the Parcel shown in Section 1; and

WHEREAS, on account of the nonpayment of the District’s Non-Ad Valorem Assessments the
Monroe County Tax Collector may have issued Tax Certificates on the Parcel for certain tax years as
shown in Section 1; and

WHEREAS, the Tax Parcel listed in Section 1 is designated by the Monroe County Property
Appraiser as “Marina”; and

WHEREAS, the Tax Parcel listed in Section 1 is being used as boat slip; and

WHEREAS, the Tax Parcel listed in Section 1 does not have any facilities capable of creating or
collecting wastewater that will enter the District’s wastewater facilities; and

WHEREAS, Resolution Number 25-08-13, Section 4.06(A)(4) excludes Tax Parcels that are
designated by the Monroe County Property Appraiser as “Marina” and are being used only as a “boat slip,
dock or rackminimum;” and

WHEREAS, the District desires to cause refunds and/or credits to be made for all Non-Ad
Valorem Assessments levied against those parcels by the District;

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

Section 1.
PARCEL ID: 00090401-000405
AK NO.: 8861397
PARCEL DESCRIPTION: UNIT 5 KEY LARGO YACHT CLUB A CONDOMINIUM MARINA
OR1346-1542/43 OR1603-1987 OR1603-1988AFF OR1915-1924/25
OR2151-2330/31 OR2317-2288/91 OR2480-1243/44 OR2636-1915/16

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 2008 Non-ad Valorem
Assessment, provided that if the District in its sole discretion later
provides Wastewater Services 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 the later
connection is expecting to be significantly greater than the 2008 non-ad valorem assessment.

Section 3. The District hereby removes and reverses all non-ad valorem assessments imposed by the District against the Tax Parcel shown above in Section 1.

Section 4. The District hereby authorizes the Monroe County Tax Collector to credit all Non-Ad Valorem wastewater assessments and any fees associated with any tax certificates that may have been issued due to the District’s wastewater assessment to holders of tax certificates issued with respect to the Tax Parcel shown above in Section 1.

Section 5. Insofar as the tax certificates were sold to collect District non-ad valorem assessments, the District will accept deductions from the Monroe County Tax Collector's sweeps to the District account for credits granted in accordance with this resolution.

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

RESOLVED AND ADOPTED THIS 1st DAY OF OCTOBER 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:

Chairman Robert Majeska
Commissioner David Asdourian
Commissioner Steve Gibbs
Commissioner Norman Higgins
Commissioner Andrew Tobin

AYE NAY

The Chairman thereupon declared Resolution No. 33-10-13 duly passed and adopted the 1st day of October 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ___________________________
Chairman Robby Majeska

ATTEST: ___________________________
Approved to as to form and legal sufficiency

______________________________
Carol Walker, District Clerk

______________________________
General Counsel, Ray Giglio

SEAL
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.
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: October 1, 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:

Originating Department:
Finance

Costs: $210,939.73
Funding Source:
Acct. # see attached

Attachments: Pending Payments

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

[ ] Engineering
[ ] 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:

Pending Payments / 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 8/31/2013

<table>
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<th>Account</th>
<th>Amount</th>
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<tr>
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<tr>
<td>BB&amp;T Payroll Account</td>
<td>$237,618.29</td>
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<tr>
<td>Capital Bank Operating Account</td>
<td>$230,648.55</td>
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<tr>
<td>Community Bank of Florida Account</td>
<td>$10,005.65</td>
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<tr>
<td>Petty Cash Account</td>
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Total Operating Accounts: $5,907,225.89

Operating Revenues

<table>
<thead>
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<th>Revenue</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Wastewater Service Revenue: Sept. 1-6, 2013</td>
<td>$219,563.67</td>
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<tr>
<td>Wastewater Service Revenue: Sept. 7-13, 2013</td>
<td>$211,406.49</td>
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<tr>
<td>Misc. Deposits</td>
<td>$305.00</td>
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</table>

* Total Current Deposits: $431,275.16

* Bank Acct Balances + Deposits: $6,338,501.05

Less Expenditures October 1, 2013 Payments (see next page) $210,939.73

* Cash Balance after October 1, 2013 payments $6,127,561.32
<table>
<thead>
<tr>
<th>Ck#</th>
<th>Vendor</th>
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<td>Daniel Saus: Reimbursement for airline fare to Weftec Conference</td>
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<td>FKAA: Water at Vac Stations</td>
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<td>FKEC: Electricity at Vac Stations, Lift Stations &amp; Admin Office</td>
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<td>Florida Keys Aqueduct Authority: Wastewater Billing Fee: 9,242 accounts @ $1.10 each</td>
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<td>GSG (Gov't Svcs Group) 2013 Annual Assessment Roll Development &amp; Maintenance</td>
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<td>Guardian Equipment Inc: GB30 Gear Box</td>
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<td>HD Supply Waterworks Inc: Supplies including repair coupling, plug &amp; cleanout assembly</td>
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<td>Infinisource: Time &amp; Attendance Software for BS&amp;A Payroll Conversion</td>
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<td>Key Largo Canvas Products: Awning for the Collections Office</td>
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<td>Manson Bolves PA: Legal Fees: July 31, 2013: Easement &amp; Hold Harmless review</td>
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<td>Milliken Valve Co: Flanged Plug Valve</td>
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<td>Sanders Lab: Lab Testing</td>
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<td>Toshiba Business Solutions: District Office &amp; Plant Copier Fees</td>
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<td>Unum Life Insurance: Sept. 2013 Employee Paid Optional Ins. Premiums from Payroll Deduction</td>
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<td>Windy Day Plumbing: Lateral Extension on Cabrera St. &amp; Plante St.</td>
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<td>FKEC: Electricity at Plant</td>
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<td>Clerk of the Court: Recording Fees for</td>
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Approved for payment

Chairman Robert Majeska  Date  Norman Higgins, Secretary/Treasurer  Date
TAB 3
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Oct. 1, 2013  Agenda Item No. 5

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

SUBJECT: Grinder Pump Resolution Amendment

RECOMMENDED MOTION/ACTION:

Approved by General Manager
Date: 9/21/2013

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Summary Explanation/Background:

Resulting Board Action:

- Approved
- Tabled
- Disapproved
- Recommendation Revised
RESOLUTION NUMBER NO. XX-XX-13

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT AMENDING RESOLUTION NO. 65-10-12, THE "2012 GRINDER PUMP RESOLUTION," WHICH RELATING TO THE PROVISION, INSTALLATION, AND MAINTENANCE OF LOW PRESSURE COLLECTION ("GRINDER PUMP") SYSTEMS ON UNIQUE RESIDENTIAL PARCELS; ESTABLISHING THE TERMS, CONDITIONS, AND RESPONSIBILITIES OF PARCEL OWNERS AND THE DISTRICT WITH RESPECT THERETO; AND PROVIDING AN EFFECTIVE DATE.

THIS RESOLUTION MAY BE REFERRED TO AS THE "2013 AMENDMENT TO 2012 GRINDER PUMP RESOLUTION," AND IT SUPERScedes RESOLUTION NUMBER 65-10-12 ("2012 GRINDER PUMP RESOLUTION") DATED SEPTEMBER 2, 2012, IN ITS ENTIRETY.

NOW, THEREFORE, be it resolved by the Board of Commissioners of the Key Largo Wastewater Treatment District, as follows:

ARTICLE I
DEFINITIONS AND INTERPRETATION

SECTION 1.01. DEFINITIONS:

As used in this Resolution, the following terms shall have the following meanings, unless the context hereof otherwise requires.

"District" means the Key Largo Wastewater Treatment District and its commissioners, employees, inspectors, contractors, representatives, and agents.

"Dwelling Unit" means a single unit designated or intended for one-family occupancy (a household of one or more persons), including, but not limited to, a detached single-family house, one-half of a duplex, an apartment, a residential condominium unit (whether in a single-unit building or a multiple-unit building), a mobile home or recreational vehicle space not regulated under Chapter 513, F.S.

"Easement Area" means a certain portion of a Unique Residential Parcel as defined in the Easement Grant, to which the District shall have access for the purpose of maintaining the Grinder Pump System in accordance herewith. The exact location of said Easement Area is to be determined during the Pre-Construction Meeting between the District and the Participating Owner.

"Easement Grant" means the formal document executed by the Participating Owner(s), and filed in the Office of the Clerk of Monroe County, granting and conveying to the District a Temporary Construction Easement and a Permanent Utility Easement, over, in, across, and under the Parcel on which the District will install and maintain a Grinder Pump System for sanitary sewer service in accordance with this Resolution.

"Gravity Service Line" means the gravity lateral pipe that the District will install on the Parcel, connecting the existing wastewater pipe coming out of the home to the Grinder Pump System. This said Gravity Service Line will become the property of the Owner and it will be the responsibility of the Owner to maintain it in accordance herewith.
“Grinder Pump System” means a low pressure sewer service system for use on Residential Unique Parcels consisting of an individual simplex grinder pump, electrical connections, low pressure sewer lines, and other appurtenances but shall exclude the Gravity Service Line.

“Low-Pressure Lateral Pipe” means the small-diameter pipe that connects the Grinder Pump System to the District’s force main sewer line in the public right-of-way. This line will remain the property of the District.

“Owner” or “Owners” means the person, persons or entity holding legal title to the Residential Tax Parcel upon which the Grinder Pump System will be installed.

“Parcel” means the tract or plot of land located in Monroe County, Florida, upon which the Grinder Pump System will be installed and maintained by the District pursuant to this Resolution.

“Participating Owner” or “Participating Owners” means the Owner or Owners of a Parcel which is participating in the Residential Unique Parcel Project.

“Permanent Utility Easement” means a non-exclusive easement granting the District such access to the Easement Area as is reasonably necessary to repair and maintain the Grinder Pump System in accordance with the provisions of this Resolution, as same may from time to time be amended; and granting the District complete access to the Easement Area at any time, 24-hours per day, in the event of an emergency.

“Person” means any individual, partnership, firm, organization, corporation, association, or any other legal entity, whether singular or plural, masculine or feminine, private or governmental, as the context may require.

“Pre-Construction Meeting” means a formal consultation between the District and the Participating Owner(s) during the pre-construction period, for the purpose of establishing and marking the location of the grinder pump, the electrical connections, the low pressure sewer lines, and other appurtenances.

“Premises” means any and all real property and tangible personal property affixed to real property served or capable of being served by the District.

“Residential Tax Parcel” means a Tax Parcel improved with a structure or structures that are comprised exclusively of Dwelling Units and their appurtenances such as garages, sheds, swimming pools, and boat docks.

“Residential Unique Parcel” means a single-family Residential Tax Parcel that cannot connect to the District’s sanitary sewer system by means of a gravity connection and which must tie directly into the District’s force main via a Grinder Pump System.

“Residential Unique Parcel Project” means the program adopted by the District with respect to the provision, installation, and maintenance of Grinder Pump Systems on Residential Unique Parcels within the District service area.

“System Development Charge” or “SDC” means the District's charge to each Owner of Property. The SDC is expected to recover approximately 40% of the Capital Costs related to the construction of the Wastewater Management Facilities as outlined in Resolution No 37-05-12 as same may from time to time be amended.
“Tamper” or “Tampering” means any willful alteration or interference with a water meter or Wastewater system components and facilities owned by the District, except for turning the valve associated with the water meter for the purpose of temporary disconnection of service. Tampering includes obtaining unauthorized service to a Premises or location.

“Tax Parcel” means a Parcel of real property to which the Property Appraiser has assigned a distinct ad valorem property tax identification number.

“Temporary Construction Easement” means a non-exclusive easement granting the District access to the Residential Unique Parcel for the initial construction and installation of the Grinder Pump System and for other construction purposes reasonably related thereto. Such grant includes access during normal business hours to conduct all studies, tests, examinations and surveys necessary to design, construct and install the Grinder Pump System.

SECTION 1.02. INTERPRETATION:

A. Unless the context indicates otherwise, the terms “hereof,” “hereby,” “herein,” “hereto,” “hereunder,” and similar terms refer to this Resolution; the term “hereafter” means after the effective date of this Resolution; the term “heretofore” means before the effective date of this Resolution.

B. Unless the context indicates otherwise, wherever used herein, the terms “Owner” and “District” include all parties involved and their respective heirs, legal representatives, successors and assigns; words of any gender include the correlative words of the other gender; words used in the singular include the plural, the plural includes the singular, and the neuter gender includes the masculine and the feminine.

ARTICLE II
FINDINGS

SECTION 2.01. FINDINGS:

It is hereby ascertained, determined, and declared that:

A. Pursuant to the Key Largo Wastewater Treatment District Act (Chapter 2002-337, Florida Statutes), as amended, and the Uniform Special District Accountability Act of 1989 (Chapter 189, Florida Statutes), the District possesses, among other powers, the powers to:

1. Perform such acts as shall be necessary for the sound planning, acquisition, development, operation, and maintenance of a wastewater management system within the District, including all business facilities necessary and incidental thereto;

2. Adopt resolutions and policies as necessary for implementation, regulation, and enforcement, consistent with the purposes of the District;

3. Plan, develop, purchase or otherwise acquire, construct, reconstruct, improve, extend, enlarge, equip, repair, maintain, and operate any wastewater management system and facilities within the territorial limits of the District; and
4. Do all acts or things necessary or convenient to carry out the powers expressly granted in the Key Largo Wastewater Treatment District Act.

B. On or about March 6, 2012, the District’s Board of Commissioners adopted a resolution establishing the “Residential Unique Parcel Project,” for the purpose of providing, installing, and maintaining simplex Grinder Pump Systems on the Residential Unique Properties of Participating Owners within the District service area.

ARTICLE III
GENERAL PROVISIONS

SECTION 3.01. GENERAL PROVISIONS:

In order to participate in the District’s Residential Unique Parcel Project, Owners of Residential UniqueParcel must:

A. Execute an Easement Grant, conveying and granting to the District:
   a. A non-exclusive Temporary Construction Easement, and

B. Agree to pay a System Development Charge in accordance with Resolution Number No 37-05-12, as same shall from time to time be amended, covering the costs of wastewater treatment plant capacity, force main pipe capacity, wastewater system connection and Grinder Pump equipment, installation and maintenance.

C. Execute an Acknowledgement of Intent to Participate.

D. Provide sufficient contact information to the District. This may be accomplished by executing a Unique Project Contact Form.

ARTICLE IV
LOCATION OF FACILITIES

SECTION 4.01. LOCATION OF EASEMENT AND GRINDER PUMP SYSTEM:

A. The Grinder Pump System shall be constructed and installed by the District over, under, in, along, across, and upon the Easement Area.

B. The exact location of the Easement shall be determined by the mutual consent of the parties at the time the Grinder Pump System is installed.

C. The District will make all reasonable attempts to construct the Grinder Pump System along the shortest and/or most cost-efficient route.

D. Prior to installation of the Grinder Pump System, the Participating Owner shall provide the District access to the Parcel during normal business hours to conduct all studies, tests, examinations, and surveys necessary to design and construct the Grinder Pump System and related improvements.
E. During the pre-construction period, the District shall have a Pre-Construction Meeting with the Participating Owner for the purpose of establishing and marking the location of the grinder pump, the electrical connections, the low pressure sewer lines, and appurtenances.

ARTICLE V
CHANGES

SECTION 5.01. CHANGES:

A. If the Participating Owner desires to change the location of the grinder pump, connections, lines, or appurtenances:

1. The Participating Owner must make a written request for the changes within three (3) business days of the Pre-Construction Meeting with the District, and

2. The Participating Owner must provide a drawing indicating the location of desired changes.

B. Within ten (10) business days after receiving the written request for the changes, the District will either:

1. Deny the request and provide the Participating Owner with an explanation of the nature of the denial, or

2. Conditionally approve the request pending a cost analysis.

C. Upon conditional approval, the District will, within a reasonable amount of time, solicit bids in accordance with the District’s purchasing policy to obtain estimates of the cost of the requested change.

1. If such costs are two hundred dollars ($200) or less, the District will provide final approval and may, in the District’s sole discretion, accommodate the requested change for the Participating Owner at no cost.

2. If such costs are greater than two hundred dollars ($200), the Participating Owner must agree to pay for the cost of such change in order to receive final approval.

3. In no case will the District pay more than two hundred ($200) for aggregated changes that have been requested by the Participating Owner of a Unique Residential Parcel.

D. With respect to any change:

1. The grinder pump and electrical service connection must be located as set forth in “ARTICLE VII, SECTION 7.02. (ELECTRICAL CONNECTION AND COSTS)” below.

2. 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.
SECTION 6.01. ACCESS TO PARCEL:

A. In accordance with the Easement Grant, District employees, inspectors, contractors, representatives, and agents shall be given access to the Parcel for the purpose of surveying, planning, constructing, installing, maintaining, and operating a Grinder Pump System, and for other purposes reasonably related to the construction and maintenance of the Grinder Pump System.

B. Following installation of the Grinder Pump System, the District, and its employees, inspectors, contractors, representatives, and agents shall be given such access to the Easement Area as is reasonably necessary, to maintain and repair the Grinder Pump System; and shall be given complete access to the Easement Area, at any time, 24-hours per day, in the event of an emergency.

1. The District shall use good-faith in attempting to notify Participating Owners:
   a. at least 12 hours in advance of its intent to access the Easement Area for non-emergency maintenance of the Grinder Pump System.
   b. The District shall notify Participating Owners of its intent to access the Easement Area for emergency service or repair of the Grinder Pump System but shall not be required to do so.

2. Where prior notification is not practical, the District shall notify Participating Owners within 24 hours after accessing the Easement Area.

3. Acceptable methods of notification include direct mail, electronic mail (e-mail), oral (either telephonically, in person or by leaving a voicemail), facsimile or by leaving written notification visibly on the front door or gate of the Participating Owner’s property where access is or was required. It is the responsibility of the Participating Owner to ensure that the correct mailing address, electronic mail address and telephone numbers are reported to, and are on file with, the District.

B.C. All District employees, inspectors, contractors, representatives, or agents shall identify themselves as such and shall display proper District credentials when seeking access to the Parcel or the Easement Area, in accordance with the provisions of this section.

SECTION 6.02. ACCESS TO STRUCTURE(S):

A. The District’s right of access shall not include the right to enter any structure located on the Parcel.

B. In the event that District employees, inspectors, contractors, representatives, or agents require access to the interior of any structure on the Parcel for the purposes of providing any services related to the provisions of this Resolution, the District shall obtain advance permission to enter from at least one owner prior to any entry for such purposes.
ARTICLE VII
SERVICE PROVISIONS

SECTION 7.01. DISTRICT'S RIGHT TO SERVICE AND MAINTAIN SYSTEM:

A. In accordance with the Easement Grant, the Participating Owners of Residential Unique Parcels shall allow and grant District employees, inspectors, contractors, representatives, and agents access to the Easement Area.

B. Such access shall be granted to allow the District to service, maintain and repair Grinder Pump Systems as follows:

1. In the event the Grinder Pump System or any part thereof requires repairs or service as a result of normal wear and tear, the District will repair such damage at no cost or expense to the Participating Owner.

2. In the event the Grinder Pump System or any part thereof requires repairs or service as a result of intentional, negligent, or accidental abuse or misuse by the Owner or any third party, the District will repair such damage and the District shall charge the total cost thereof to the Owner.

3. The Owner shall hold the District harmless for any direct or consequential damage arising or resulting from:

   a. Any and all indirect, consequential, or incidental loss or damage arising or resulting from any maintenance or repair procedures which the District or any District employee, inspector, contractor, representative, or agent has performed or failed to perform.

   b. Any and all direct, indirect, consequential, or incidental loss or damage arising or resulting from any intentional, negligent, or accidental abuse or misuse of the Grinder Pump System on the part of the Owner or any third party.

C. The District shall provide maintenance and repairs to the Gravity Service Line for any repairs incidental to the installation of the Grinder Pump System for a period not to exceed one (1) calendar year from the date of acceptance by the Participating Owner.

1. At the end of this said one-year period, it shall be the sole responsibility of the Participating Owner to maintain and repair the Gravity Service Line (including the anti-backflow device).

2. The District shall not be responsible for any direct or consequential damage arising from any failure of the Gravity Service Line (including the anti-backflow device) or of the household plumbing.

D. The District shall NOT be responsible for maintenance or repair of any household plumbing.
SECTION 7.02. ELECTRICAL CONNECTION AND COSTS:

A. The Grinder Pump System requires 220 volt electrical service.

1) The Participating Owner shall provide, at Participating Owner’s own cost and expense, such 220 volt electrical service connection, rated at an amperage service level to be determined by the District.

2) Such electrical service connection must be located within a reasonable distance from the point where the sewer line exits the structure, which distance shall be determined by the District, during the Pre-Construction Meeting with the Participating Owner.

B. The Participating Owner shall allow the District to connect the Grinder Pump System to the Parcel’s electrical system.

C. The Participating Owner shall be responsible for, and shall pay, the full cost of the electricity needed to power the Grinder Pump System.

SECTION 7.03. RESTORATION OF PROPERTY:

A. 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 Grinder Pump System.

B. If, in the course of the installation of the Grinder Pump System or in the course of any repairs or maintenance performed by the District in accordance herewith, the District or any District employee, inspector, contractor, representative, or agent damages vegetation or non-vegetative improvements which are located on the Participating Owner’s Parcel, outside of the Permanent Easement area and public right-of-way, the District will bear, and will be responsible for, the cost of:

1. Replanting, reseeding, or re-sodding the damaged vegetation, and

2. The reasonable cost of repair or replacement of the non-vegetative improvements damaged in the course of such installation, repairs, or maintenance.

C. If, in the course of any repairs or maintenance of the Grinder Pump System performed by the District in accordance herewith, the District or any District employee, inspector, contractor, representative, or agent damages vegetation or non-vegetative improvements which are located on the Participating Owner’s Parcel, within the Permanent Easement area or the public right-of-way, the District will bear, and will be responsible for:

1. The cost of such restoration, replanting, reseeding, or re-sodding of the damaged vegetation as is deemed to be reasonable and practicable, in the sole discretion of the District.

2. The cost of repair or replacement of non-vegetative improvements and special vegetative improvements installed by the property Owner which may become damaged in the course of such repairs or maintenance shall be at the expense of the property Owner.
3. It shall be the responsibility of the property Owner to take such steps as are necessary to remove or temporarily transplant non-vegetative improvements and special vegetative improvements prior to District repairs or maintenance.

ARTICLE VIII
OWNER’S DUTIES, DAMAGE TO FACILITIES, AND TAMPERING

SECTION 8.01. OWNER’S DUTY TO PROTECT DISTRICT PROPERTY:

A. In accordance with Section 3.05 of the District’s General Rules and Regulations, as same shall from time to time be amended, the Owner shall be required to exercise due care to protect any District Wastewater facilities that are located on the Owner’s Parcel.

B. The Owner shall not allow anyone access to any such facilities, except the District’s agents or Persons otherwise authorized by law, each of whom will first display to the Owner identification and evidence of authorization for entry.

SECTION 8.02. DAMAGE TO FACILITIES:

A. In the event any of the District's facilities are damaged by contractors, governmental agencies, or others, the District will repair such damage and charge the total cost thereof to the Persons causing the damage.

B. In the event of any loss or damage to the District's property or any Wastewater Facilities arising from the negligence or intentional misuse by the Owner, its agents, invitees, or assignees, the total cost of replacing such loss or repairing such damage will be charged to the Owner at cost.

SECTION 8.03. OWNER’S DUTY NOT TO TAMPER WITH DISTRICT FACILITIES:

A. In accordance with section 3.06 of the District’s General Rules, as same shall from time to time be amended, the Owner is prohibited from tampering with District Wastewater System components or facilities, including the Grinder Pump System installed on the Owner’s Parcel.

B. The Owner must promptly report any Tampering to the District and the Owner is shall be responsible for any Tampering, including Tampering by or caused by its-Owner’s agents or other Persons lawfully occupying or using the Premises, whether such Tampering occurs with or without the Owner's consent.

C. The Owner must promptly report any Tampering to the District.

D. The Owner may incur charges and penalties for any such Tampering in accordance with section 9.05 of the General Rules and Regulations of the Key Largo Wastewater Treatment District, as same shall from time to time be amended.

SECTION 8.04. ADDITIONAL RESTRICTIONS ON OWNER:

A. The Owner shall not erect or maintain any building, structure, or improvement, over, under, in, along, or upon the Easement Area.

B. The Owner shall not develop, landscape, or beautify any part of the Easement Area:
1. In any way that might cause damage to or interfere with the Grinder Pump System to be placed therein, or
2. Which would unreasonably or materially increase the costs to the District of installing, maintaining, or repairing the Grinder Pump System or of restoring any part of the property area after such installation.

| SECTION 8.0405. OWNER’S COMPLIANCE AND COOPERATION: |
| A. In accordance with section 3.09 of the District’s General Rules and Regulations, the Owner must comply with the General Rules and Regulations of the Key Largo Wastewater Treatment District, as duly adopted or as same may from time to time be revised or amended. |

B. The Owner shall execute such other documents and perform such other acts as may be reasonably necessary or desirable to further the expressed intent and purpose of this Resolution.

ARTICLE IX
MAINTENANCE AND REPAIR PROVISIONS

SECTION 9.01. ONLY DISTRICT EMPLOYEES:
A. The Owner shall allow and permit ONLY District employees, inspectors, contractors, representatives, and agents to maintain, repair, and/or service the Grinder Pump System.
B. Maintenance, repair, or service by any Person or entity other than District employees, inspectors, contractors, representatives, or agents shall be considered Tampering.

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.
B. The District shall have no obligation to maintain, repair, and/or service Grinder Pump Systems installed on Residential Unique Parcels, except as provided for in this Resolution, as same shall from time to time be amended.
C. In the event this resolution shall be amended, superseded, or rescinded by lawful action of the Board of Commissioners of the District, such that the District’s maintenance, repair and/or service of Grinder Pump Systems installed on Residential Unique Parcels shall terminate, in accordance with subsection “C. 2.” below, the District shall thereafter—have no further obligation to maintain, repair, or service Grinder Pump Systems, and the Owners shall be responsible for any subsequent maintenance, repair or service at Owners’ own cost and expense.
1. Prior to taking any action to terminate or materially alter the District’s maintenance, repair and/or service of Grinder Pump Systems installed on Residential Unique Parcels, the District shall, in accordance with SECTION 11.01.C., notify Participating Owners of such proposed action and shall give them the opportunity to comment and be heard.

2. Before any action to terminate or materially alter the District’s maintenance, repair and/or service of Grinder Pump Systems shall become effective, the District shall, in accordance with SECTION 11.01.C., give Participating Owners 30 days notice thereof.

SECTION 9.03. TERM AND TERMINATION OF MAINTENANCE AND REPAIR

A. In accordance with the provisions of this Resolution, the District shall commence maintaining, repairing and servicing the Grinder Pump Systems installed on Residential Unique Parcels on the date that the construction of the said Grinder Pump System is completed.

B. The District shall continue to maintain, repair and service the Grinder Pump Systems installed on Residential Unique Parcels unless and until this Resolution shall be amended, superseded, or rescinded, such that the District’s maintenance, repair and/or service of Grinder Pump Systems installed on Residential Unique Parcels shall terminate.

C. With respect to the Gravity Service Line, in accordance with the provisions of “ARTICLE VII, SECTION 7.01., B.” above, the District shall provide maintenance and repairs for a period not to exceed one (1) calendar year from the date of acceptance by the Participating Owner.

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 that Participating Owner’s Parcel in the event of the happening of any one of the following:

1. A breach by the Owner, of the provisions of this Resolution, as same shall from time to time be amended, including but not limited to the intentional, negligent, or accidental abuse or misuse of the Grinder Pump System, or

2. Tampering by the Owner, or

3. The failure of the Owner to allow the District access to the Easement Area and/or the Grinder Pump System.

4. Any other actions by the Owner that shall, in the sole discretion of the District, constitute good cause.

B. If the District shall so terminate its maintenance, repair, and service of the Grinder Pump System installed on an Owner’s Parcel:

1. The District shall transfer ownership of the said Grinder Pump System, as well as all of the improvements, machinery, and equipment installed by the District in the Easement area, to the Owner or his successors.
2. The District shall, within a reasonable time after receiving written request from the Owner, abandon the District’s Permanent Utility Easement, together with any and all easement rights granted by that said Permanent Utility Easement.

3. The District may, in its sole discretion and upon thirty (30) days’ written notice to the Owner, require the Owner to pay the outstanding balance of the full cost of the Grinder Pump System. This said outstanding balance shall be computed by subtracting any principal payment amounts already paid from the full cost of installing the Grinder Pump System. This said outstanding balance shall be assessed against the Parcel, and shall be paid by the Owner in accordance with District policies, rules, and resolutions.

4. The Owner shall have full responsibility for the repair and maintenance of the Grinder Pump System and all the improvements, machinery and equipment installed by District in the Easement area.

5. The Owner shall maintain and operate the Grinder Pump System in accordance with all applicable laws, rules, and regulations.

6. If after termination of the District’s maintenance, repair, and service of a Grinder Pump System, the Owner shall ask the District to remove any of the improvements, machinery, or equipment installed by the District in the Easement area, the District shall have the option, but not the obligation, to do so.

7. These remedies are in addition to any other remedies permitted by law.

C. A Participating Owner who has received notice that the District plans to cease all maintenance, repair, and service of the Grinder Pump System installed on that Participating Owner’s Parcel may request a public hearing before the Board of Commissioners to appeal that decision by contacting the District Clerk through the District offices. Such request must be made in writing and submitted before the end of the thirty (30) day notice period.

ARTICLE X
NON-AD VALOREM ASSESSMENTS AND CHARGES

SECTION 10.01. NON-AD VALOREM ASSESSMENTS AND CHARGES:

A. The District’s authority to levy non-ad valorem assessments and to charge monthly charges for provision of wastewater service to the Owner’s parcel shall not be altered, diminished, or otherwise affected by the provisions of this Resolution.

B. The District shall levy such assessments and impose such charges on Residential Unique Parcels participating in the Residential Unique Parcel Project in the same manner as such assessments and charges are levied and imposed on similarly situated Tax Parcels.
ARTICLE XI
NOTICES

SECTION 11.01. NOTICES:

A. The Owner shall provide notice, in writing, of the provisions of this Resolution, as same may from time

to time be amended, to any and all Persons who claim or may have an interest in the PremisesProperty,

to any and all Persons who may be tenants, occupants or users of the PremisesProperty, and to all other
Persons or entities connected to use of the PremisesProperty, including but not limited to real estate
professionals, developers, builders and contractors.

B. Any notice permitted or required by this Resolution, as same may from time to time be amended, shall
be deemed received, if hand delivered, when actually received, or, if mailed, on the third day after
mailing by registered or certified mail, postage prepaid, to the party’s address.

C. Prior to the adoption of any amendment to, or replacement or rescission of, this “2013 AMENDMENT
TO THE 2012 GRINDER PUMP RESOLUTION,” the District shall provide at least 30 days’ notice of
such proposed action in a notice published in a newspaper of general circulation, published in Monroe
County, Florida.

ARTICLE XII
COVENANTS AND PROVISIONS RUNNING WITH THE LAND

SECTION 12.01. EASEMENT GRANT:

A. The Participating Owner shall execute an Easement Grant, which shall be filed in the Office of the Clerk
of Monroe County, granting and conveying to the District a Temporary Construction Easement and a
Permanent Utility Easement, over, in, across, and under the Participating Owner’s Parcel on which the
District will install and maintain a Grinder Pump System for sanitary sewer service in accordance with
this Resolution.

B. Said Easement Grant shall run with the land and shall bind the Owner, their successors and assigns.

SECTION 12.02. INCORPORATION OF RESOLUTION PROVISIONS:

A. The provisions of this 2012 Grinder Pump Resolution “2013 AMENDMENT TO THE 2012 GRINDER
PUMP RESOLUTION,” as same may from time to time be amended, shall be incorporated by
reference into the said Easement Grant.

B. The provisions of this 2012 Grinder Pump Resolution “2013 AMENDMENT TO THE 2012 GRINDER
PUMP RESOLUTION,” as same may from time to time be amended, shall run with the land and shall
bind the Owner, their successors and assigns as if fully set forth in the said Easement Grant.
SECTION 12.03. NOT PERSONALLY BINDING:

No covenant, reservation, or restriction contained in the Easement Grant, nor any provision of this Resolution shall be personally binding on the Owner or their successors or assigns except in respect to breaches committed during their ownership of said land, and the District shall have the right to enforce the observance thereof in any court of competent jurisdiction.

ARTICLE XIII
RELEASE AND HOLD HARMLESS WAIVER OF LIABILITY

SECTION 13.01. RELEASE AND HOLD HARMLESS WAIVER OF LIABILITY:

A. It shall be the Owner’s responsibility to monitor, repair, and maintain the Gravity Service Line between the house and the Grinder Pump System (including the anti-backflow device), as well as the house plumbing; and the District shall not be responsible for any damage or loss caused by any failure of these items or caused by any failure of the Owner to monitor, repair, or maintain these items.

B. It shall be the Owner’s responsibility to promptly notify the District of any malfunction of the Grinder Pump System or any failure of the Grinder Pump System to function properly; and the District shall not be responsible for any damage or loss resulting from the Owner’s failure to so notify the District.

C. The Owner shall assume full responsibility for, and releases, waives, and discharges the District from, any and all damages, claims, costs, or liability held the District harmless for any loss to person or property, whether direct, indirect, or consequential, that may be sustained by the Owner or by a third person, or to the Owner’s property or to the property of a third person, as a result of any malfunction or failure of the Grinder Pump System, no matter the cause for any and all indirect, consequential, or incidental loss or damage, arising out of, or in any way related to, this Resolution or the 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.

D. The Owner shall release, waive, and discharge the District, its commissioners, 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 by any third party, or to 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 of the value of the property arising out of this Resolution or on account of the Easement Grant, or the utilities to be constructed.

F. No provision of this Resolution is intended to prevent any Person who has suffered any loss as the result of the negligent or wrongful act or omission of any contractor, their employee(s), representative(s) or agent(s) from having a cause of action as shall be otherwise permitted by law.

Notwithstanding the provisions of this Section, if, as the result of the negligent or wrongful act or omission on the part of any contractor, or any employee of any contractor, hired by or working for the District, with respect to the installation, maintenance, or repair of any Grinder Pump System in accordance herewith, any person(s) suffer(s) damage or loss of property, personal injury, or death, such
person(s) or his/her/their heirs, representatives, or assigns shall have a cause of action against such contractor for such damage in accordance with the general laws of this state. In such case, the District will use all reasonable resources at its disposal and as allowed by law to compel such contractor to repair any such damage and/or to compensate the injured person(s) for such damage.

F. Nothing contained herein shall constitute or be construed as a waiver by the District of its sovereign immunity granted to it under s. 768.28, F.S. or as an extension of the District’s liability beyond the limits established under s. 768.28, F.S.

ARTICLE XIV
CONFLICTS

SECTION 14.01. CONFLICTS:

In the event that any portion of this Resolution, or application thereof, conflicts with any state or federal law, such state or federal law shall prevail.

ARTICLE XV
EFFECTIVE DATE

SECTION 15.01. EFFECTIVE DATE:

This Resolution shall take effect immediately upon its adoption by the District.

RESOLVED AND ADOPTED THIS _____ DAY OF _______________ 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:

Commissioner Robert Majeska
Commissioner Andrew Tobin
Commissioner Norman Higgins
Commissioner David Asdourian
Commissioner Steven Gibbs

AYE NAY

The Chairman thereupon declared Resolution No. ____________ duly passed and adopted the _____ day of __________, 2013.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ______________________

Chairman Robby Majeska

ATTEST: Approved as to form and legal sufficiency

Carol Walker, District Clerk

General Counsel, Ray Giglio

SEAL