AGENDA

Board of Commissioners Meeting
98880 Overseas Highway
Key Largo, FL 33037

CALL TO ORDER
PLEDGE OF ALLEGIANCE
ROLL CALL

BOARD MEMBERS:
David Asdourian  Chairman
Andrew Tobin    Vice Chairman
Robert Majeska  Commissioner
Norman Higgins  Commissioner
Stephen Gibbs   Commissioner

DISTRICT STAFF:
Paul Christian  General Manager
Ray Giglio      General Counsel
Mariela Montedeoca District Clerk

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."
Please Mute Cell Phones

APPROVAL OF AGENDA

PUBLIC COMMENT

BULK ITEM
1. Minutes of April 7, 2015

GENERAL MANAGER’S REPORT
2. Administrative Building Layout
3. Notice of Termination of Building Lease – 98880 Overseas Highway

LEGAL COUNSEL REPORT
4. Interlocal Agreement with Monroe County

OPERATION’S REPORT
5. Headwork Modification Contract Award
6. Additional/Relocation of Work Authorization funds for Weiler Engineering

COMMISSIONER’S ITEMS / ROUNDTABLE

ADJOURNMENT

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.
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: April 14, 2015

Agenda Item Type: Bulk

Department: Legal

Subject: Minutes of April 7, 2015

Summary of Discussion: Reviewed / ADProved

Operations: 
Administration: 
Finance: 
District Counsel: 
District Clerk: 
Engineering: 

Agenda Item Scope: Review / Discussion

Recommended Action: Action: Approval

Sponsor: Ray Giglio

Financial Impact

Operations: 
Administration: 
Finance: Funding Source: 
District Counsel: 
District Clerk: Budgeted: N/A 
Engineering: 

Attachments

Minutes of April 7, 2015

Approved By: Date: 4/10/2015

General Manager
MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:03 PM. Present were Chairman David Asdourian, Commissioners Stephen Gibbs, Robert Majeska, Andrew Tobin, and Norman Higgins. Also present were General Manager Paul Christian, Chief Information Officer Rob Bulkiewicz, General Counsel Ray Giglio, Finance Manager Connie Fazio, Operations Manager Daniel Saus, Ed Castle with Weiler Engineering, District Clerk Mariela Montedeoca, and other appropriate District Staff.

Mr. Edward Ellis led the Pledge of Allegiance.

APPROVAL OF AGENDA

- Commissioner Robert Majeska added an item to provide an update on Florida Keys Day.
- Commissioner Majeska also added a discussion on the visit of U.S Representative Carlos Curbelo to Key Largo.

Motion: Commissioner Gibbs made a motion to approve the agenda as amended and Commissioner Higgins seconded the motion. The motion passed without objection.

BULK ITEM

Minutes of March 17, 2015

Motion: Commissioner Higgins made a motion to approve the Bulk Item. Commissioner Majeska seconded the motion. The motion passed without objection.

CUSTOMER SERVICE APPEAL

Edward Ellis Tie-In Appeal – AK#1692981

General Manager Paul Christian advised the Board that if Mr. Ellis changes his election to participate in the Unique Property Program at this time, the additional cost for the installation of his grinder pump system would be approximately $790.00.

Mr. Ellis addressed the Board and indicated that he would like to participate in the Unique Program and that he was willing to pay the additional $790.00.
Staff will coordinate with Mr. Ellis for the payment of the impact fee and the completion of all appropriate paperwork.

FINANCIAL REPORT


Finance Manager Connie Fazio presented the Monthly Financial Report and answered questions from the Board.

OPERATION'S REPORT

Plant Headworks Repair Update

Operations Manager Daniel Saus reported that the proposals for Headworks Modification at the Plant were opened on April 1, 2015. He advised the Board that Wharton-Smith was the only proposer, and that they had submitted a proposal in the amount of $135,505. This proposal was approximately $65,000 lower than the Engineer’s estimate.

Mr. Saus stated that, pending a review of the proposal for responsiveness, staff recommended acceptance of the Wharton-Smith proposal and suggested utilizing a Change Order procedure in place of executing a new contract.

Proposed Phase 6 of Unique Grinder Pump Program: Central Avenue LPFM

Operations Manager Daniel Saus presented a proposal for the expansion of the Unique Property Program, which will include installation of a low-pressure force main from US1 down Central Avenue. The Board discussed the project and staff answered questions. The Board requested that this item be brought back at a later date pending more information.

Vehicle Purchases for Collections Department

Operations Manager Daniel Saus requested approval to purchase two vehicles. One will support the expansion of road and field asset maintenance efforts and the other will support an inspector.

General Manager Paul Christian indicated that currently a staff of six provides maintenance for over 3,000 pits and approximately $70 million dollars in collection system assets.

Commissioner Tobin requested that staff prepare a quarterly update on call-outs for the Board.

Motion: Commissioner Tobin made a motion to approve the purchase two vehicles for the Collections Department. Commissioner Higgins seconded the motion.
Vote on Motion

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<td>Chairman Asdourian</td>
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Motion passed 5 to 0

Fountain Engineering Contract Update

Operations Manager Daniel Saus gave an update on the status of Fountain Engineering’s contract with the District and answered questions from the Board. Mr. Saus explained that last month, Fountain had stopped responding to phone calls and answering emails and that Fountain appeared to have abandoned the project. As there was still some work outstanding, the District’s Engineer, Ed Castle, had sent Fountain a “Notice to Cure.” The Operations Manager explained that this Notice demanded that Fountain resume and complete the project in accordance with the contract; and that subsequently, Fountain did install the last few sections of pipe. Mr. Saus advised the Board that all that remained to be completed were several minor “punch-list” restoration items. He indicated that as the District's retainage was more than adequate to cover the cost of this work, it had been determined that it would be most efficacious for the District to complete those punch-list restoration items.

COMMISSIONER’S ITEM/ ROUNDTABLE

Florida Keys Day

General Manager Paul Christian gave an update on the recent Florida Keys Day event in Tallahassee.

Announcement

Commissioner Robert Majeska announced that U.S Representative Carlos Curbelo would be at the Murray Nelson Government & Cultural Center on Thursday, April 9th 2015 at 5:30PM. Both he and General Manager Paul Christian planned to attend.

ADJOURNMENT

The KLWTD Board adjourned the Board Meeting at 5:11PM.

The KLWTD meeting minutes of April 7, 2015 were approved on April 14, 2015.
David Asdourian, Chairman

Mariela Montedeoca, Clerk
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: April 14, 2015

Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Action: Approval

Department: General Manager
Sponsor: Paul Christian

Subject: Administrative Building Layout

Summary of Discussion:

Reviewed / Approved
Operations: _______
Administration: _______
Finance: _______
District Counsel: _______
District Clerk: _______
Engineering: _______

Financial Impact
$ Funding Source: N/A

Attachments
Office Layout Options 1, 2 and 2A

Approved By: [Signature]
Date: 4/10/2015

General Manager
Notice of Termination of Building Lease - 98880 Overseas Highway

In accordance with the current office lease, staff recommends issuing a notice to vacant effective September 30th, 2015 to Mr. Chris Sante.
THIS AGREEMENT, entered into this 1 day of September, 2004 between Chris Sante, hereinafter called the LESSOR, and Key Largo Wastewater Treatment District, hereinafter called LESSEE, whose address is P.O. Box 491, Key Largo, Florida, 33037:

WITNESSETH, that the said LESSOR does this day lease unto said LESSEE, and said LESSEE does hereby hire and take as tenant under said LESSOR the following described real property:

That certain building located at 98880 Overseas Highway, Key Largo, consisting of 2,450 SQUARE FEET, more or less.

to be used and occupied by the LESSEE for a term of TEN (10) years beginning on October 1, 2004, and ending on September 30, 2014. LESSEE shall be entitled to terminate the lease on twelve months' written notice. If the premises are not completed and ready for occupancy on October 1, 2004, the commencement date of this lease shall be delayed, and rent shall be abated, until the premises are completed and ready for occupancy.

This lease is payable as follows:

LESSEE shall pay to LESSOR each month $2,450.00. LESSEE is exempt from state and local sales tax. Any rental payment mailed by the LESSOR more than (15) days after its due date shall be subject to a ten (10) percent late charge. All payments to be made to the LESSOR shall be made without demand on the first (1) day of each and every month without demand at the office of the LESSOR at P.O. Box 3006, Key Largo, Florida 33037 or at such other place and to such other person as the LESSOR may from time to time designate in writing.

Upon the yearly anniversary date of this lease, the monthly rental shall be increased by the Consumer Price Index (all items) for the Southern United States, of the Bureau of Labor Statistics, U.S. Department of Labor that occurred during the prior twelve-month period ending October 30, of the then current year. However in no event shall the rent in any year be lower than the rent in the prior year or will not exceed a 5% increase in any one year.

The following express stipulations and conditions are made as part of this Lease and are hereby assented to by the LESSEE:

1. The LESSEE shall not assign this Lease, nor sub-let the premises, or any
part thereof nor use the same, or any part thereof, nor permit the same or any part thereof, or to be used for any other purpose than as office and public meeting space, nor make any major alterations therein, without the written consent of the LESSOR, which consent shall not be unreasonably withheld, and all additions, fixtures or improvements which may be made by LESSEE, other than trade fixtures and improvements capable of being removed without material damage to the premises, shall become the property of the LESSOR and remain upon the premises as a part thereof, and be surrendered with the premises at the termination of this Lease.

2. It is expressly agreed and understood by and between the parties to this agreement, that the LESSOR shall not be liable for any damage or injury by water, which may be sustained by the said LESSEE or other person or for any other damage or injury resulting from the carelessness, negligence, or improper conduct on the part of any, co-tenant, agents, occupants, customers or employees, or of any other person whomsoever by reason of a breakage, leakage, or obstruction of the water, sewer or soil pipes, or other leakage in or about the said building. All personal property placed or moved in the premises above described shall be at the risk of the LESSEE or owner thereof.

3. The LESSEE shall promptly execute and comply with all statutes, ordinances, rules, orders, regulations and requirements of the Federal, State and City Government and of any and all Departments and Bureaus applicable to said premises, for the correction, prevention, and abatement of nuisances, in, upon, or connected with said premises during said term; and shall promptly comply with and execute all rules, orders and regulations of the applicable fire prevention codes for the prevention of fires, at LESSEE’S own cost, provided that LESSOR shall bear and be responsible for the cost of abating any nuisances and code violations found to exist by reason of the design or construction of the premises and any improvements provided by LESSOR hereunder.

4. In the event the premises shall be destroyed or so damaged or injured by wind, fire, flood or other casualty during the life of this agreement, whereby the same shall be rendered untenantable, then the LESSOR shall have the right to render said premises tenantable by repairs within ninety days therefrom, but all rents abate during repair period. If said premises are not rendered tenantable within said time, it shall be optional with
either party hereto to cancel this Lease, and in the event of such cancellation the rent shall be paid only to the date of such fire or casualty. The cancellation herein mentioned shall be by a written notice sent to the non-canceling party at the address shown in this Lease or at such other address as that party may designate in writing.

5. The prompt payment of the rent within the 15-day grace period for said premises upon the dates named, and the faithful observance of the terms of this Lease, and which are hereby made a part of this covenant, and of such other and further rules or regulations as may be hereafter made by County or Government to LESSOR, are the conditions upon which the lease is made and accepted and any failure on the part of the LESSEE to comply with the terms of said Lease, or any of said rules and regulations now in existence shall at the option of the LESSOR, work a forfeiture of this contract, and thereupon the LESSOR, his agents or attorneys, shall have the right to enter said premises, and remove all persons therefrom, and the LESSEE agrees, upon any and all notices required by law, to vacate the premises.

6. If the LESSEE shall abandon or vacate said premises before the end of the term of this Lease, or shall suffer the rent to be in arrears for more than 15 days, the LESSOR may, at his option, forthwith cancel this lease and/or he may exercise any other legal remedy under Chapter 83, Fla. statutes.

7. LESSEE agrees to pay the cost of collection and attorney's fees on any part of said rental that may be collected by suit or by attorney, after the same is past due.

8. The said LESSEE does hereby agree to pay attorney's fees if LESSOR is the prevailing party, together with all costs and charges therefore incurred or paid by the LESSOR. LESSOR agrees to pay the cost of attorneys' fees incurred by LESSEE as reasonably necessary to enforce the rights of LESSEE under this Lease and applicable law.

9. The LESSOR, or any of his agents, shall have the right to enter said premises during normal business hours with 24 hours notice for any major repairs, to examine the same to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof, or of said building, or to exhibit said premises, and to put or keep upon the doors or windows thereof a notice "FOR RENT"
at any time within ninety (90) days before the expiration of this Lease. The right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations, or additions, which do not conform to this agreement, or to the rules and regulations of the premises and/or building.

10. LESSEE hereby accepts the premises in the condition they are in at the beginning of this Lease and agrees to maintain said premises in the same condition, order and repair as they are at the commencement of said term, excepting only reasonable wear and tear arising from the use thereof under this agreement and to make good to said LESSOR immediately upon demand, any damage to water apparatus, or electric lights or any fixture, appliance or appurtenances of said premises, or of the building, caused by any act or neglect of LESSEE, or of any person or persons in the employ or under the control of the LESSEE. LESSOR shall be responsible for the main structural items. LESSOR shall be responsible for maintaining the grounds.

11. If the LESSEE shall become insolvent or if bankruptcy proceedings shall be begun by or against the LESSEE, before the end of said term the LESSOR is hereby irrevocably authorized at its option, to forthwith cancel this Lease, as for a default. LESSOR may elect to accept rent from such receiver, trustee, or other judicial officer during the term of their occupancy in their fiduciary capacity without affecting LESSOR'S rights as contained in this contract, and such receiver, trustee, or other judicial officer shall have all of the rights and privileges of the LESSEE under this lease.

12. Under no circumstance will the lease be considered as conveying any right to occupy the premises as a residence and all residential occupancy of the premise is strictly prohibited.

13. LESSEE will be solely responsible for payment of all utility deposits in addition to all charges for gas, water, electric and telephone service. The cost of sewer, and trash and garbage collection and maintaining the septic system shall be borne by the LESSOR. LESSEE will not pay a pro-rata rate for the percent of the building rented as defined under section 23.
14. This contract shall bind the LESSOR and its assigns or successors, and the
heirs, assign, administrators, legal representatives, executors or successors as the case
may be.

15. It is understood and agreed between the parties hereto that time is of the
essence of this contract and this applies to all terms and conditions contained herein.

16. It is understood and agreed between the parties hereto that written notice
mailed certified return receipt requested or delivered to the General Manager of LESSEE
at the premises leased hereunder shall constitute sufficient notice to the LESSEE and
written notice mailed certified return receipt or delivered to the office of the LESSOR shall
constitute sufficient notice to the LESSOR, to comply with the terms of this contract.

17. The rights of the LESSOR and the LESSEE under the foregoing shall be
cumulative, and failure on the part of the LESSOR or the LESSEE to exercise promptly any
rights given hereunder shall not operate to forfeit any of the said rights.

18. It is further understood and agreed between the parties hereto that any
reasonable charges against the LESSEE by the LESSOR for services or for work done on
the premises by order of the LESSEE or otherwise accruing under this contract shall be
considered as rent due and shall be included in any lien for rent due and unpaid.

19. It is hereby understood and agreed that any new signs or advertising to be
used, including awnings, in connection with the exterior of the premises leased hereunder
shall be first submitted to the LESSOR and county for approval before installation of same.

20. LESSEE shall procure and maintain at all times during the lease term, at
LESSEE'S cost, a comprehensive public liability insurance policy protecting LESSOR
against all claims or demands that may arise or be claimed on account of LESSEE'S use of
the premises, in the amount of at least $1,000,000 for injuries to persons in one accident,
$500,000 for injuries to any one person, and $100,000 for damage to property. LESSEE
shall be in compliance with the terms of this paragraph if LESSEE obtains an endorsement
upon LESSEE'S comprehensive public liability insurance naming LESSOR as an
additional insured. LESSEE shall provide LESSOR with such evidence of the
aforementioned insurance coverage yearly upon renewal of these policies. If LESSEE
desires to carry fire, wind and or flood insurance, then LESSEE shall provide LESSOR with
such evidence with LESSOR as loss payee. LESSEE will not pay a pro-rata rate for insurance based on the percent of the building rented as defined under section 23.

21. LESSEE shall have the right to the use of all of the designated auto parking spaces on the leased premises available at the leased premises but understands that the parking lot is for the use of all tenant and customers on a first come, first served basis.

22. LESSEE agrees that no major alterations shall be done until after obtaining the express written consent of the LESSOR, which consent, will not be unreasonably withheld.

23. LESSEE shall not pay a pro-rated ad valorem real property tax due and payable on the property, which the leased premises are located, commencing with the real property taxes due for each calendar year of the lease. LESSEE share of the Real Estate tax shall be based upon _0-% of the annual tax bill based on the November amount. This amount will be payable on or before January 31, of each year. LESSEE shall be solely responsible for the payment of tangible taxes of the contents of the leased premises.

24. In the event LESSEE fails to make any payment or do any act required, LESSOR may, with five days written notice or demand, and without releasing LESSEE from any obligations hereunder or waiving any breach hereof, make or do the same, and may pay, purchase, contest or compromise any charge, lien, or encumbrance that reasonably appears to affect the leased property, thereby incurring any liability and expending any amounts LESSOR reasonably deems necessary or appropriate. All expenses so paid or incurred by LESSOR shall be due and payable within 30 days after demand by LESSOR.

25. LESSEE will cooperate in executing any documents that are required by lenders, buyers, sellers, to execute for any sale and or mortgage of property. LESSEE shall not be legally obligated for any loans, or mortgages sign by the LESSOR. This is for information only so that the LESSOR can obtain financing as needed.

26. Property to be used for the following: Any business conducted by the Key Largo Wastewater Treatment District.

27. LESSOR agrees to install interior walls, drywall, lighting, electric, and paint for office layout provided by LESSEE. LESSEE to provide and install flooring.
28. All of the improvements made by LESSOR must ensure accessibility for disabled persons as required by applicable law. LESSOR must certify that the design and construction of the offered space and any subsequent alterations by LESSOR of the offered space shall meet the specifications of the Americans with Disabilities Act Accessibility Guidelines for Buildings and Facilities (ADAAG, Appendix A to 28 CFR part 36) as published in the Federal Register, Vol. 56, No. 144, Friday, July 26, 1991, Rules and Regulations (hereafter referred to as ADA compliance) on the date of occupancy and throughout the entire occupancy of the LESSEE. The Americans with Disabilities Act of 1990 (42 U.S.C. 12101) defines the LESSEE as a “public entity” subject to Title II of the ADA. LESSOR must provide space that meets ADA compliance as it applies to a public entity. In providing space that meets the Title II requirements, the LESSOR does not have and will not attain the right to direct how, when or where program services are delivered. LESSOR must provide space that meets the same level of ADA compliance that would be required as if the offered space were in a newly constructed, State-owned facility from which all program services are directly delivered to the public. ADA compliance under Title II is more stringent than the compliance requirements for commercial space. LESSEE’s inspection and acceptance of the space and alterations does not relieve LESSOR of responsibility for ADA compliance.

IN WITNESS WHEREOF, the parties hereto have hereunto executed this instrument for the purpose herein expressed, the day and year above written.

Chris Sante, LESSOR

[Signature]

Date: 11-10-04

Key Largo Wastewater Treatment District
LESSEE

By

[Signature]

Date: 11-3-04

Gary Bauman, Chairman

[Stamp]
Attest:

By Cris Beaty, Secretary

Date: 11/3/04
Dear Chris,

Paul and Margaret asked me to look over your email of August 7, 2014 with reference to the extension of the District’s lease for 98880 Overseas Highway, Key Largo.  

I have a couple of questions about the lease as it is currently written:

1 - According to my calculations, the lease commenced on July 1, 2005 making the expiration date June 30, 2015. Is this your understanding as well?  YES

2 - Should the District decide not to renew, what is your understanding regarding what should happen on July 1, 2015? Should the premises be vacated by then or would the contract convert to a month-to-month and if so, at what rate?  Rent will be month to month at the new rate, need 60 days notice to vacate.

Thanks,
Forwarded message

From: Chris Sante <csante@bellsouth.net>
Date: Thu, Aug 7, 2014 at 12:40 PM
Subject: New lease info DRAFT
To: Margaret Blank <margaretb@klwtd.com>

Margaret,

This is the draft of the new terms.

I will need to know if you want another 10 years.

The current rate at renewal will remain. The changes are: no cost of living adjustment, just a 3% increase per year plus a CAM of $956.00 (this is adjusted as the cost change) per month for taxes, insurance, electric, maintenance on your portion of the area.

These are my cost as of 2013 for your half of the two buildings.

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<td><strong>Total</strong></td>
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As far as selling the buildings, I will check into that also.

Chris
Interlocal Agreement with Monroe County

Summary of Discussion:

The attached ILA is the latest version of a draft agreement between the KLWTD and Monroe County. By the terms of this ILA, the KLWTD would assign its Mayfield Grant Funds to the County in exchange for a bond or certificate of indebtedness from the County. This arrangement provides the County with a less expensive source of capital for wastewater construction projects and provides for repayment with funds that the District could use without restriction. The attached Draft contains language suggested by the District but not yet accepted by the County; however it is anticipated the final version will be substantially the same.
INTERLOCAL AGREEMENT BETWEEN
MONROE COUNTY AND
THE KEY LARGO WASTEWATER TREATMENT DISTRICT
TO RE-SEQUENCE THE DISTRIBUTION OF MAYFIELD GRANT FUNDING

THIS INTERLOCAL AGREEMENT ("ILA" or "Agreement") is made and entered into this _______ day of __________, 2015, to redistribute or reallocate shares to be distributed pursuant to the "STATE WASTEWATER FUNDING DISTRIBUTION AGREEMENT FOR ‘YEAR TWO OF FOUR,’" ("Year Two of Four ILA" or "Year Two of Four Agreement") dated the 20th day of February 2013, as amended by a subsequent interlocal agreement ("Amendment ILA" or "Amendment Agreement") dated the 17th day of September, 2013.

This ILA is made by and between the following (the "Parties"): MONROE COUNTY ("County"), a political subdivision of the State of Florida, whose address is 1100 Simonton Street, Suite 205, Key West, FL 33040; and

THE KEY LARGO WASTEWATER TREATMENT DISTRICT ("District" or "KLWTD"), an independent special district established under the Laws of Florida, whose address is P.O. Box 491, Key Largo, FL 33037.

WITNESSETH:

WHEREAS, in 2008, the State Legislature approved a modification to FS 215.619 authorizing the issuance of up to $200 million of Everglades restoration bonds ("Mayfield Grant Funds"), to help defray the cost of mandated but unfunded sewer projects in the Florida Keys; and

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

WHEREAS, on February 20, 2013, the Parties hereto, along with other governmental entities in Monroe County, entered into the Year Two of Four Agreement, which provides for the distribution of the anticipated $50 million "Year Two of Four" of Mayfield Grant Funds among the entities; and

WHEREAS, on September 17, 2013, the Parties hereto, along with other entities in Monroe County, entered into the Amendment Agreement, which provides for the distribution of "Year Two of Four," "Year Three of Four," and "Year Four of Four" of Mayfield Grant Funds among the entities; and

WHEREAS, pursuant to the Year Two of Four Agreement, KLWTD received a "Year Two" allocation of $17 million; and
WHEREAS, pursuant to the Amendment Agreement, KLWTD will receive a “Year Three” allocation of $12.5 million, and a “Year Four” allocation of $13.5 million; and

WHEREAS, in 2014, the State Legislature appropriated, and the Governor subsequently approved, the second of four $50 million yearly allocations of the $200 million in anticipated Mayfield Grant Funds; and

WHEREAS, the legislation appropriating the said second of four $50 million yearly allocation specified that the funds be distributed according to the Year Two of Four Agreement, as amended by the Amendment Agreement; and

WHEREAS, the Mayfield Grant, as administered by the Florida Department of Environmental Protection allows participating entities located within Monroe County to reassign grant interests among themselves; and

WHEREAS, the Amendment Agreement provides at paragraph “6” that “two or more parties to the agreement may agree by a separate agreement to redistribute or reallocate their respective shares of the anticipated funds as set forth in the schedule in paragraph 5(a) of the Amendment Agreement by written instrument, which only needs to be executed by the parties to that separate agreement, subject to appropriate State approvals;” and

WHEREAS, KLWTD has remaining projects that involve the construction, reconstruction, and improvement of public wastewater facilities that would qualify as new construction for which its share of the Mayfield Grant funds could be used; and

WHEREAS, KLWTD’s remaining construction projects, while necessary improvements to KLWTD’s infrastructure, are not time-sensitive; and

WHEREAS, the County has current, on-going projects that involve the construction, reconstruction, and improvement of public wastewater facilities that would qualify as new construction for which Mayfield Grant funds could be used; and

WHEREAS, the majority of the County’s remaining wastewater project costs are scheduled to be funded by through the issuance of debt; and

WHEREAS, it is in the public interest for the County to reduce its debt service costs for its wastewater projects; and

WHEREAS, the Parties recognize that it would be in the best interest of all of the residents of Monroe County, including those who reside within KLWTD’s service area, for the KLWTD to assign to the County its Mayfield Grant Funds in exchange for an obligation from the County to repay such assignment of KLWTD’s Mayfield Grant Funds over time without interest cost; and

WHEREAS, the Parties now desire to amend the terms of the original Year Two of Four Agreement, as amended by the Amendment Agreement, by assigning the funds to which KLWTD is entitled under the Year Two of Four Agreement as amended by the Amendment
Agreement to the County to be applied by the county for new and/or current County wastewater projects, in exchange for the County's obligation to repay such amounts over time.

NOW THEREFORE, in consideration of the mutual covenants set forth herein and other valuable consideration, the sufficiency and receipt of which is acknowledged by both of the Parties, and pursuant to Section 163.01, et. seq., Florida Statutes, the Florida Interlocal Cooperation Act of 1969, the Parties hereto agree as follows:

1. DEFINITIONS.

Terms defined in Paragraph “1” of the Year Two of Four Agreement, as amended by the Amendment Agreement, have the same meaning in this Agreement unless otherwise specified herein or unless the context clearly requires a different meaning.

2. RECITALS.

The recitals set forth above are true and correct and are hereby incorporated in this Agreement.

3. EFFECTIVE DATE, TERM, AND TERMINATION.

a) Effective Date: This ILA shall take effect on the date it is fully executed by an authorized officer of both of the Parties.

b) Term and Termination:

1) This ILA shall continue in full force and effect until the County has satisfied all of its payment obligations hereunder.

2) This ILA may be terminated by the mutual consent of both of the Parties, in writing.
4. PURPOSE

a) It is the purpose of this ILA is to make the most efficient possible use of the Mayfield Grant Funds for the benefit of all residents of Monroe County, including those residing within the KLWTD service area.

b) It is also the purpose of this ILA to provide the County with an alternative, less expensive source of funding, which shall replace financing already secured by the County, for new and/or current wastewater construction projects or other such projects as permitted by law, while at the same time providing KLWTD with a mechanism for receiving the distribution of funding that it has been allocated and to which it is entitled pursuant to and in accordance with the Year Two of Four Agreement, as amended by the Amendment Agreement.

c) It is the further purpose of this ILA to amend the terms of the Year Two of Four Agreement, as amended by the Amendment Agreement, for the KLWTD to assign to the County KLWTD’s Mayfield Grant Funds for new and/or current County wastewater construction projects and to provide for the replacement of those Funds through the County’s repayment obligation to KLWTD as described herein.

5. CONSIDERATION.

a) The County agrees:

1) To pay KLWTD the full amount received by the County from the assignment of each portion of KLWTD’s allocation of the Mayfield Grant Funds up to an aggregate principal amount of $43,000,000 (each an "Obligation" and collectively, the "Obligations"), under the following terms:

   (a) The Obligations will not bear any interest.

   (b) The principal amount of each Obligation shall equal the principal amount of each Mayfield Grant Funds allocation assigned by the KLWTD to the County.

   (c) Each Obligation shall have a term of 10 years commencing upon receipt of the applicable Mayfield Grant Funds.

   (d) Subject to the provisions of Section 5(a)(1)(f) hereof, each Obligation shall be payable in equal annual amounts on April 1 of each year, commencing on the April 1 that immediately succeeds the receipt of an allocation of KLWTD’s Mayfield Grant Funds by at least 60 days. The County and KLWTD shall mutually agree to each repayment
schedule prior to the receipt by the County of any allocation of Mayfield Grant Funds.

(e) The principal amount of the initial Obligation shall be the lesser of $17,000,000 or any unused portion of KLWTD's Year Two of Four Mayfield allocation.

(f) Notwithstanding anything herein to the contrary, at no time during the first three (3) years of this Agreement shall the County be required to pay more than One Million ($1,000,000.00) Dollars in payments in any one fiscal year of the County pursuant to this Agreement.

(g) The County may prepay any portion of the Obligation at anytime without penalty or premium.

(h) The principal balance shall decrease by the amount of any prepayments made by the County and shall increase by the amount of any payments made by the County which are less than the required amounts hereunder and the remaining repayment schedule shall be adjusted accordingly.

(i) The County may pay any portion of the Obligation with any legally available funds of the County; provided however, regardless of the source of such payments, KLWTD shall not be bound by any restrictions the County may otherwise have had with respect to such source of funds.

(j) The Obligation under this Agreement shall constitute a "bond or certificate of indebtedness" within the meaning of Section 75.01, Florida Statutes

2) That said Obligation shall be secured by the Infrastructure Sales Surtax Revenues (as defined in Resolution No., 077-2003 of the County adopted by the Board of County Commissioners of the County on February 19, 2003, as amended and supplemented (collectively, the "Bond Resolution")); provided, however, the Obligation and the County's repayment obligations hereunder shall be subordinate and junior in all respects to the County's obligations with respect to any Bonds heretofore or hereafter issued under the Bond Resolution and the County's obligations under any heretofore or hereafter entered loan agreements with the State of Florida, including but not limited to the Department of Environmental Protection.

3) That the County will comply with all applicable State and Federal laws, regulations, and rules with respect to the use of the funds assigned herein.
4) That the County agrees to accept funds under this agreement under the following terms:

   (a) The County agrees to accept KLWTD’s Year Two of Four allocation of $17,000,000 in its entirety upon acceptance of this agreement.

   (b) The County agrees to accept KLWTD’s Year Three of Four allocation of $12,500,000 in its entirety or, should the total Mayfield allocation be less than $50 million for that year, the proportional amount that would be allocated to KLWTD in accordance with the provisions of paragraph 5(b) of the Amendment Agreement, if and when such allocation is available and if such funds are still needed by the County to complete any projects lawful under the statutes. The County agrees to accept KLWTD’s Year Four of Four allocation of $13,500,000 in its entirety or, should the total Mayfield allocation be less than $50 million for that year, the proportional amount that would be allocated to KLWTD in accordance with the provisions of paragraph 5(b) of the Amendment Agreement if and when such allocation and is available and if such funds are still needed by the County to complete any projects lawful under the statutes.

b) KLWTD agrees:

   1) To assign to the County any unused portion of its “Year Two of Four,” “Year Three of Four” and “Year Four of Four” distributions of its Mayfield grant award.

c) Both Parties agree:

   1) The total amount of $43,000,000 currently allocated to KLWTD in accordance with the Year Two of Four Agreement as amended by the subsequent Amendment Agreement shall not be altered by this Agreement other than by those amounts included in the principal portion of the Obligation incurred by the County pursuant to this Agreement. Any portions of KLWTD’s distribution allocated in accordance with the Year Two of Four Agreement as amended by the subsequent Amendment Agreement which exceeds the amounts transferred to the County by KLWTD pursuant to this Agreement, shall remain allocated to KLWTD.

   2) That the County shall have the option, at its sole discretion, to accept the transfer of additional allocations, beyond the Year Three of Four allocation in paragraph 4)(b) above, with the following provisions.
(a) Both Parties agree to amend this ILA to cover those additional allocations.

(b) In no event shall either Party be required to agree to a change of any other terms or conditions of this Agreement or the Obligation incurred pursuant hereto at that time of such amendment.

(c) Such additional transferred allocations shall be included as part of the Obligation incurred hereunder.

(d) In such event, the County agrees to notify the District of its intent to accept the transfer of such additional allocations not later than June 15, 2016. Should the County not have notified KLWTD of its intent to accept the transfer of such additional allocations by June 15, 2016, then the remaining allocations shall be available to KLWTD.

d) Each party shall be responsible for its own counsel’s fees up to the point where the parties have agreed upon and accepted the terms and conditions of this ILA.

e) Fees for Chapter 75 validation proceeding shall be split equally between the Parties and paid equally by the Parties.

f) The County and its counsel shall be authorized and required to institute appropriate proceedings for validation of this Agreement and the Obligation herein authorized pursuant to Chapter 75, Florida Statutes. Neither party shall be required to perform under this Agreement until the Agreement and the Obligation have not been so validated.

g) In the event the Parties are unable to agree on mutually acceptable terms and conditions of the Obligation, then and in that event, this Agreement shall be null and void and neither party shall have any recourse against the other.

h) Each party shall maintain at its respective place of business all books, documents, papers, and other evidences pertaining to this Agreement. Such record shall be available at any time that the other party reasonably requests inspection and copying of said records.

i) The parties shall allow public access to all documents, papers, letters or other materials subject to the provisions of Chapter 119, Florida Statutes, and the Constitution of the State of Florida and which have been made or received by either party in conjunction with this Interlocal Agreement.

6. SEVERABILITY.
a) If any provision or a part of a provision of this Agreement relating to the Obligation, or the provisions of paragraph 5 above, is found by a court, arbitrator or other authority of competent jurisdiction to be void or unenforceable, this entire Agreement shall be null, void, unenforceable, and without effect.
b) If any provision or part of a provision of this ILA, other than a provision relating to the Obligation, or the provisions of paragraph 5 above, is found by a court, arbitrator or other authority of competent jurisdiction to be void or unenforceable, that provision or part of a provision is to be deemed deleted from this ILA and the remaining provisions to continue in full force and effect. The Parties shall, in this event, seek to agree upon a valid and enforceable provision or part of a provision to replace the provision or part of a provision found to be void and unenforceable.

7. THIRD PARTY RIGHTS.

a) This ILA is made for the benefit of KLWTD and the County and not for any other entity or person.
b) No provision of this ILA is be construed as creating any rights enforceable by a third party, and all third party rights implied by law are, to the extent permissible by law, excluded from this ILA.

8. JOINT PREPARATION.

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

9. COUNTERPARTS.

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

10. GENERAL PROVISIONS.

a) This ILA shall be recorded in the Office of the Clerk of Monroe County upon its execution by all parties hereto. This ILA shall also be filed with the Florida Department of Environmental Protection and govern the disbursement of all future Mayfield Grant Funds.
b) This ILA may be modified and amended only by written instrument duly executed by the Parties hereto.
c) The laws of the State of Florida shall control and govern this Agreement.

d) The subject headings of the paragraphs are included for purposes of convenience only and shall not affect the construction or interpretation of any of its provisions.

e) Any provision of this Agreement that is continuing in nature or imposes an obligation that extends beyond the expiration or termination of this Agreement shall survive its expiration or termination.

f) No delay or omission on the part of either Party in exercising any right hereunder shall operate as a waiver of such rights or any other right and waiver on any one or more occasions shall not be construed as a bar to or waiver of any right or remedy on any future occasion.

11. CERTIFICATION OF AUTHORITY.

The Parties do hereby certify that any and all necessary resolutions of their respective governing boards that may be required to effectuate and validate the terms of this Agreement have been duly made and adopted.

12. ENTIRE AGREEMENT.

This Agreement, the Amendment Agreement, and the original Year Two of Four Agreement embody the entire agreement between the Parties with reference to the distribution of the balance of the $150 million of Mayfield Grant Funds. In the event of any conflict or inconsistency between the provisions of the Original ILA and/or the Amendment Agreement, and this Agreement, the provisions of this Agreement shall control and govern as between the Parties. This Agreement may be modified and amended only by written instrument executed by the Parties hereto.

13. PRIOR ILA’S REMAIN IN FULL FORCE AND EFFECT.

Except as specifically modified and amended herein, all of the terms, provisions, requirements and specifications contained in the Year Two of Four Agreement dated the 20th day of February 2013, as amended by the Amendment Agreement dated the 17th day of September, 2013 shall remain in full force and effect. Except as otherwise expressly provided herein, the parties do not intend to, and the execution of this Agreement shall not, in any manner impair the Year Two of Four Agreement as amended by the Amendment Agreement.

14. JOINT COOPERATION.
In accordance with paragraph "7" of the Original Year Two of Four Agreement, the Parties agree to cooperate and to use their best efforts and their joint resources to advocate for the appropriation of the balance of the $100 million of Mayfield Grant Funds, and the distribution of those said funds directly to the Parties in accordance with the distribution schedule as set forth in that Agreement.

15. TRANSFERABILITY

This Agreement is made and entered into by and between the County and the KLWTD, inter alia, to assign to the County KLWTD's anticipated share of the funds generated by the issuance of the Everglades restoration bonds administered by the Florida Communities Trust, known as the "Mayfield Grant Funds," in accordance with the Year Two of Four Interlocal Agreement dated February 20, 2012, entered into by various governmental entities in Monroe County, as amended by the subsequent Amendment Agreement dated September 17, 2013.

Should the remaining Mayfield Grant Funds be replaced by, transferred to, reconfigured as, incorporated into some other act, law, or program authorized and funded by the State of Florida, it is understood and agreed by and between the parties that KLWTD will be entitled to the same amounts from the new act, law, or program and agrees to transfer those amounts to the County under the provisions of this ILA and any amounts so transferred will become a part of the Obligation set forth herein.

In the event of such a replacement, transference, or incorporation, this ILA will remain in full force and effect and in all places where this ILA makes reference to the “Mayfield Grant” or “Mayfield Funds,” the name or title of the new law, act, or program will be deemed to be substituted therefor, and all the terms and conditions of this ILA shall apply to the funds associated with that said new law, act, or program.

16. DECLARATION OF FUNDING PARITY

KLWTD acknowledges that, as of the date of this agreement and subject to the full funding of the Mayfield Grant and all provisions of this ILA and the Obligation described herein, good and satisfactory efforts have been made by the County to address any claim of funding inequity.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed by their Authorized Officers and have affixed their corporate seals hereon.
BOARD OF COUNTY COMMISSIONERS OF
MONROE COUNTY, FLORIDA

Danny Kolhage, Mayor

(SEAL)

ATTEST: Amy Heavlin, Clerk

Deputy Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Robert B. Shillinger, County Attorney
(SEAL)

ATTEST: Mariela Montedeoca, Clerk

District Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Ray Giglio, General Counsel
Meeting Date: April 14, 2015

Agenda Item Type: Resolution

Agenda Item Scope: Review / Discussion

Recommended Action: Action; Approval

Department: Operations

Sponsor: Daniel Saus

Subject: **Headworks Modification Contract Award**

Summary of Discussion:

Staff recommends award of the contract for the plant headworks modifications to Wharton-Smith, Inc. which has been determined to be both responsive and responsible. The proposed contract amount is $135,505.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 135,505.00</td>
<td>Headworks ROA/Weiler</td>
</tr>
<tr>
<td>Administration:</td>
<td>Expense</td>
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<tr>
<td>Finance:</td>
<td>Funding Source:</td>
<td></td>
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<td>District Counsel:</td>
<td>Loans / Other Debt</td>
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<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
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<tr>
<td>Engineering:</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: General Manager Date: ________________
7 April 2015

Mr. Daniel Saus, Operations Manager
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, Florida 33037

Re: Recommendation of Award for Headworks Rehabilitation Project

Mr. Saus,

The Bids for the above referenced project were received at the Key Largo Wastewater Treatment District Office until 2:00 P.M. on Wednesday, April 1st, 2015. Only one bid was received. It was opened publicly, and read aloud at the Key Largo Wastewater Treatment District office in Key Largo, Florida.

Weiler Engineering has reviewed the bid to formulate an opinion of the contractor’s responsiveness with respect to the scopes of work advertised. The bid price is presented below.

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Biosolids Digester Project</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wharton Smith, Inc.</td>
<td>$135,505.00</td>
</tr>
</tbody>
</table>

Upon conducting reviews and evaluations of the bid, we found that the bid form prepared by Wharton-Smith was completed properly and conformed to the minimum requirements.

Based upon our references checks and review of the Bidder’s experience, it is our opinion that Wharton Smith, Inc is responsive, responsible and has the necessary construction capabilities to satisfactorily construct the Headworks Rehabilitation Project within the contract time frames. Weiler Engineering recommends award of the Headworks Rehabilitation Project contract to Wharton Smith, Inc.

Please contact us if you need further information or have questions regarding our evaluation.

Sincerely,

Edward R. Castle, P.E.
Vice President, Director of Wastewater
Headworks Modification Responsiveness Checklist

ENGINEER'S ESTIMATE
$200,000.00

<table>
<thead>
<tr>
<th>ITB Documents Checklist</th>
<th>Wharton Smith, Inc.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Document</td>
<td></td>
</tr>
<tr>
<td>Cost</td>
<td>$135,500.00</td>
</tr>
<tr>
<td>Addenda acknowledgement?</td>
<td>Y</td>
</tr>
<tr>
<td>Insurance Requirements?</td>
<td>Y</td>
</tr>
<tr>
<td>Bid Bond?</td>
<td>Y</td>
</tr>
<tr>
<td>Copy of occupational license?</td>
<td>Y</td>
</tr>
<tr>
<td>Signature on bid forms?</td>
<td>Y</td>
</tr>
</tbody>
</table>
PROPOSAL FOR
KEY LARGO WASTEWATER TREATMENT DISTRICT
KLWTD Headworks Rehab
PART 1 GENERAL

1.01 Description

The following Proposal, for the (1) HEADWORKS REHABILITATION is hereby made to Key Largo Wastewater Treatment District (KLWTD), hereafter called the Owner. This Proposal is submitted by (2) Wharton-Smith, Inc.

750 Monroe Road, Sanford, FL 32771, Phone: (407) 321-8410

Local: 125 W. Indiantown Road, Ste 201, Jupiter, FL 33458, Phone: (561) 748-5956

A. Acknowledges receipt of:

1. Project Manual and Drawings identified within the Project Manual.

2. Addenda: Number One Dated 03/24/2015

   Number ____ Dated _____

   Number ____ Dated _____

   Number ____ Dated _____

B. Has examined the site and all RFP documents and understands that in submitting his Proposal, he waives all right to plead any misunderstanding regarding the same.

C. Agrees:

1. To hold this Proposal open for 90 calendar days after the Proposal opening date.

2. To accept the provisions of the Instructions to Respondents regarding disposition of Bond Security.

3. To enter into and execute a contract with the Owner, if awarded on the basis of this Proposal, and to furnish a Performance Bond and a Labor and Material Payment Bond in accordance with the Instructions to Respondents.

4. To accomplish the work in accordance with the Contract Documents.
5. To begin work not later than 30 days after the issuance of a Notice to Proceed; to achieve substantial completion of the work within 60 calendar days of the date of the Notice to Proceed; and to achieve final completion within 15 calendar days from substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.

6. To accept the provisions of the Agreement as to liquidated damages in the event of failure to complete the work on time.

1.03 Proposal Schedule

The Respondent hereby agrees to perform all work as required by the Contract Documents for the following Prices. All work required to be performed by the Contract Documents is to be included within the following Pay Items, inclusive of furnishing all manpower, equipment, materials and performance of all operations relative to construction of the project. Work for which there is not a Pay Item will be considered incidental to the Contract and no additional compensation will be allowed.

1.04 List of Subcontractors

List the subcontractors, if any, that the Respondent proposes to use to perform a portion of the work with a value of more than one half of one percent of the total proposal. Prior to award, the Respondent must provide evidence of each subcontractor's valid business license, and evidence of each subcontractor's valid certificate of competency or registration under Ch. 489, Fla. Stat.

If the Respondent fails to list a subcontractor or lists more than one subcontractor for the same portion of work and the value of that work is more than one half of one percent of the total proposal, the Respondent shall be considered to have agreed to perform that portion of the work without the use of a subcontractor and to have represented the Respondent to be qualified to perform that work. The Respondent shall not remove or replace subcontractors listed in the Proposal subsequent to the lists being made public at the Proposal opening, except upon good cause shown.

<table>
<thead>
<tr>
<th>Subcontractor Name</th>
<th>Business Location</th>
<th>Work to be Performed</th>
<th>Percentage of Base Bid</th>
</tr>
</thead>
<tbody>
<tr>
<td>Southland Painting loop</td>
<td>Fort Lauderdale</td>
<td>Coating</td>
<td>10%</td>
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Use additional sheets, if necessary.
<table>
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<tr>
<th>ITEM NO.</th>
<th>DESCRIPTION</th>
<th>UNITS</th>
<th>Quantity</th>
<th>UNIT COST</th>
<th>TOTAL COST</th>
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<tbody>
<tr>
<td>1</td>
<td>Mobilization (NOT TO EXCEED 5%)</td>
<td>LS</td>
<td>1</td>
<td>$4,400</td>
<td>$4,400</td>
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<td>2</td>
<td>Bonds &amp; Insurance</td>
<td>LS</td>
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<td>$3,200</td>
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<td>3</td>
<td>By-pass piping &amp; pipe extension (Installation &amp; Materials)</td>
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<td>4</td>
<td>Core drilling for by-pass piping</td>
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<td>1</td>
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<td>$4,700</td>
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<td>5</td>
<td>Concrete Work (repair, finishing, installation of false floor, etc..)</td>
<td>LS</td>
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<td>$6,675</td>
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<td>6</td>
<td>Odor control pipe modifications</td>
<td>LS</td>
<td>1</td>
<td>$3,000</td>
<td>$3,000</td>
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</table>

Total: $135,505
1.05 Miscellaneous Requirements and Affirmations

A. Proposal must be on the Proposal Form.

B. I have attached the required Bid Security to this Proposal.

C. I have attached the required Statement in connection with the Trench Safety Act.

1.06 RESPECTFULLY SUBMITTED, signed and sealed this 1 day of April, 2015.

Wharton-Smith, Inc.

Ronald F. Davoli, President/CEO
Printed Name and Title

750 Monroe Road
Business Address

Sanford, Florida 32771 (CORPORATE SEAL)
City State Zip Code

(407) 321-8410 (407) 327-6984
Telephone No. Facsimile No.

ATTEST:

Devon A. Lewis, Corporate Secretary
Printed Name and Title

END OF FORM
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: April 14, 2015

Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: Operations  Sponsor: Daniel Saus
Subject: Additional/Reallocation of Work Authorization funds for Weiler Engineering

Summary of Discussion:
Weiler Engineering has requested additional funds for the existing work authorizations to cover the expenses of the budgeted FY 14/15 construction projects.

Reviewed / Approved
Operations: [Signature]
Administration: 
Finance: 
District Counsel: 
District Clerk: 
Engineering: 

Financial Impact
$100,000.00 Expense

Funding Source: Loans / Other Debt
Budgeted: No

Attachments
Budget Adjustment Proposal
Weiler Explanation Memo

Approved By: [Signature]  General Manager  Date: 4/10/2015
## Construction Engineering Services

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<th>Existing WA No.</th>
<th>FY 2015 Current Amount</th>
<th>FY 2015 Proposed Adjustments</th>
<th>FY 2015 Proposed New Amount</th>
<th>Task Extensions</th>
<th>Task Description</th>
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<td>.001</td>
<td>Vac Station E Pump Room Ventilation Upgrade</td>
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<td>Chemical Feed Systems Upgrade</td>
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<td>Onsite Systems for Outlying Properties</td>
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<td>.004</td>
<td>Vacuum Pit Monitoring System</td>
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<td>.005</td>
<td>Blower Upgrade</td>
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<td>.008</td>
<td>Unique Properties (Including C-905)</td>
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## General Consulting Engineering Services

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<td>.003 Permitting</td>
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<td>.008 Private Plans Review</td>
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## GIS/GPS Engineering Services

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<th>Existing WA No.</th>
<th>FY 2015 Current Amount</th>
<th>FY 2015 Proposed Adjustments</th>
<th>FY 2015 Proposed New Amount</th>
<th>Task Extensions</th>
<th>Task Description</th>
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## Summary of Proposed Changes

<table>
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<tr>
<th>FY 2015 Total Current Amount</th>
<th>FY 2015 Total Proposed Adjustments</th>
<th>FY 2015 Total Proposed New Amount</th>
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<tbody>
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<td>$376,017</td>
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<td>$476,017</td>
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</tbody>
</table>
MEMORANDUM

To: Paul Christian
From: Ed Castle, PE
Date: April 7, 2015
Re: Weiler Engineering Work Authorizations

The Weiler Engineering Corporation (WEC) is in the District’s library of professional consultants. WEC has been selected by the District as the highest ranked firm to perform certain tasks for the District and has subsequently negotiated Work Authorizations with WEC to perform those tasks.

Work Authorization WA 06-02 authorizes WEC to perform construction inspection and administrative services for the District for the expansion of its collection/transmission system and its WWTP. The amount of Work Authorization 06-02 has been amended from time to time as the various phases of construction have taken place. Currently WA 06-02 has an annual amount of $146,017 for Fiscal Year 2015.

Work Authorization WA 06-03 authorizes WEC to perform general engineering services and to function as the District’s Engineer of Record. Under this work authorization, WEC performs studies, planning and design functions as well as day to day engineering functions such as private plans reviews, connection certifications and other duties. Currently, WA 06-03 has an annual amount of $170,000.

Work Authorization WA 08-01 authorizes WEC to perform GIS/GPS services, including database maintenance and updates, and training of District personnel. WA 08-01 currently has an annual amount of $60,000.

The Notice to Proceed for the start of construction of the Digester Project was not issued in FY 2014 while terms of the grant agreement were finalized. The delay in the Notice to Proceed has pushed the entirely of the $4 M Digester project into FY 2015. With that work, and the ongoing Unique Properties construction, the level of effort WEC must expend in FY 2015 is greater than the $146,017 in the current budget. It is estimated that an additional $100,000 will be needed for the completion of the construction projects currently underway in FY 2015. It is requested that the amount of WA 06-02 be increased to $246,017 for FY 2015.

With the potential for grant funding from the State of Florida in Fiscal Year 2015, WEC
was asked to have shovel-ready plans for the projects listed to be funded by the grants. As a result, WEC has accelerated the planning and design efforts for these projects. Two unexpected projects, the Headworks Modifications and the Blower Upgrades, were also added to the work this fiscal year. This planning and design effort has left a short-fall in the funds remaining in WA 06-03 for the remainder of the fiscal year. However, the needs of the District for GIS/GPS assistance under WA 08-01 have been lower than anticipated. It is therefore requested that $50,000 of the funds under WA 08-01 be reallocated to WA 06-03. This results in a net zero impact to the District's funds for these two work authorizations.

In summary, it is requested that an increase of $100,000 to WA 06-02 for construction phase services be authorized, and that a reallocation of $50,000 from WA 08-01 to WA 06-03 be authorized. These changes are to be effective for FY 2015 only.