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

RECOGNIZE DISTRICT STAFF

APPROVAL OF AGENDA

PUBLIC COMMENT

BULK ITEM
1. Minutes of April 21, 2015
2. Plant Headworks Modification Change Order Approval
3. Keys Contracting Change Order #5

GENERAL MANAGER'S REPORT
4. Minutes of April 14, 2015
5. General Manager Contract Renewal
6. Plant Security Update

COMMISSIONER'S ITEMS / ROUNDTABLE
7. Thank you Resolution
   A. RESOLUTION NO. DRAFT 10-05-2015
      A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THANKING THE ISLAND OF KEY LARGO FEDERATION OF HOMEOWNERS ASSOCIATION AND THE TAVERNIER COMMUNITY ASSOCIATION FOR THEIR ASSISTANCE IN FACILITATING THE ADOPTION AND PASSAGE OF THE ILA BETWEEN THE DISTRICT AND MONROE COUNTY REGARDING THE REALLOCATION OF MAYFIELD FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

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: May 5, 2015

Agenda Item Type: Bulk

Agenda Item Scope: Review / Discussion

Sponsor: Ray Giglio

Subject: Minutes of April 21st 2015

Summary of Discussion:

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

Financial Impact
$ 
Funding Source: 

Budgeted: N/A 

Attachments
Minutes of April 21st, 2015

Approved By: [Signature]

Date: 5/1/2015
MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 PM. Present were Chairman David Asdourian, Commissioners Stephen Gibbs, Robert Majeska 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, Finance Director Peter Rosasco with Bishop Rosasco and Company, Ed Castle with Weiler Engineering, District Clerk Mariela Montedeoca and other appropriate District Staff. Commissioner Andrew Tobin arrived at 4:06PM.

Recognized were representatives from Monroe County: Monroe County Commissioner Sylvia Murphy, County Administrator Roman Gastesi, County Engineer Kevin Wilson, and County Sr. Director of Strategic Planning Kevin Madok.

Commissioner Sylvia Murphy led the pledge of allegiance.

APPROVAL OF AGENDA

- Commissioner Robert Majeska added an item to discuss the vacuum station ventilation upgrade bid and an item to discuss the invoice sent to Mr. Edward Ellis.

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

BULK ITEM

Minutes of April 14, 2015

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

PUBLIC SPEAKERS

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Howard Gelbman</td>
<td>Proposed plant location on Cross Key, utilization of reuse water, and the Florida Sunshine Law.</td>
</tr>
</tbody>
</table>
GENERAL MANAGER'S REPORT

Interlocal Agreement with Monroe County

General Manager Paul Christian presented the Interlocal Agreement between KLWTD and Monroe County.

The Interlocal Agreement provides that KLWTD will assign its restricted Mayfield Grant Funds to the County and that the County will replace those funds with less restricted County funding that can be used by KLWTD to pay down debt.

Chairman Asdourian requested that paragraph 5, a) 1) e) be removed from the Interlocal Agreement as it was redundant and unnecessary. Mr. Ray Giglio and Mr. Christian agreed.

Commissioner Majeska stated that, while he agreed that the Interlocal Agreement was beneficial to the District, he objected to paragraph 16 in its entirety.

Chairman Asdourian indicated that paragraph 16 was unnecessary and should be removed; but that he was willing to vote in favor of the ILA even if paragraph 16 were left in.

Mr. Christian then presented to the Board a proposed Resolution approving and adopting the Interlocal Agreement with Monroe County.

**Motion:** Commissioner Gibbs made a motion to adopt a resolution of the Board of Commissioners of the Key Largo Wastewater Treatment District approving the terms of the Interlocal agreement with Monroe County as amended to remove paragraph 5, a) 1) e) to redistribute and reallocate shares to be distributed pursuant to the “State Wastewater funding distribution Agreement for ‘Year Two of Four’” dated the 20th day of February 2013, as amended by a subsequent Interlocal agreement dated the 17th Day of September 2013: and providing for an effective day. 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 Gibbs</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Higgins</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Tobin</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Chairman Asdourian</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Motion passes 4 to 1

Mr. Christian thanked representatives of the County including the Board of County Commissioners, Mr. Gastesi and his staff and Mr. Bob Shillinger County Attorney, who was not present at the meeting, for their cooperation and willingness to negotiate this agreement.

KLWTD Minutes
April 21, 2015
Motion: Commissioner Tobin made a motion that at least 90 percent of the money received through the Interlocal Agreement with Monroe County be used for debt reduction. Commissioner Majeska 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 Gibbs</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Higgins</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Tobin</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Chairman Asdourian</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Motion passes 5 to 0

Minutes of April 14, 2015

Motion: Commissioner Tobin made a motion to reconsider the adoption of the Minutes of April 14, 2015. He asked that the minutes be brought back at the next Board Meeting, at which time he would present his proposed amendments. Commissioner Higgins seconded the motion. The motion passed without objection.

- Commissioner Andrew Tobin requested an item be added to Commissioner's Roundtable to discuss the New Administrative Office Layout.

Code Compliance List – April 2015

Chief Information Officer Rob Bulkiewicz presented a list of files to be turned over to Code Compliance in April of 2015 and answered questions from the Board.

FINANCE REPORT

KLWTD 2nd Quarter 2015 Financial Report

Mr. Peter Rosasco with Bishop, Rosasco and Company, presented the Quarterly Financial Report for review and discussion and answered questions from the Board.

Financial Audit Results / CAFR Presentation for FY 2014

Mr. Tony Grau with Grau and Associates presented the KLWTD Comprehensive Annual Finance Report and the financial audit results for Fiscal Year 2014. Mr. Grau also answered questions from the Board.

OPERATION'S REPORT

Vacuum Station Ventilation Upgrade Bid Update
Mr. Ray Giglio informed the Board that Overholt Construction Corp had requested changes to our bid contract and that their suggestions were untimely and unacceptable. For that reason, Overholt Construction Corp was deemed to have abandoned their bid. Accordingly staff is considering options and will keep the Board informed.

Update of Digester Construction Project

Mr. Daniel Saus gave a presentation on the status of the digester project and answered questions from the Board.

Proposed Elevated Walkway from new Digester to SBR #1

Mr. Daniel Saus discussed a proposed change to the existing design that would add an elevated walkway between the existing SBR number 1 and the new digester tank. He explained that the elevated walkway would cross over the existing traffic way and would be a safer and more efficient way to move between the two tanks. Mr. Saus also answered questions from the Board.

Mr. Saus will evaluate the costs and bring this item back before the Board for consideration

COMMISSIONER’S ITEM / ROUNDTABLE

Mr. Edward Ellis

Commissioner Majeska summarized a conversation he had with Mr. Edward Ellis, a C905 Resident. He indicated that Mr. Ellis had questions about the fact that the invoice he received for the work on his property was higher than had been discussed during his hearing before the Board.

Mr. Christian reported to the Board that he was aware of the invoice discrepancy and that he had already authorized a credit of the difference to Mr. Ellis’s account in order to expedite the project.

Motion: Commissioner Majeska made a motion to extend the meeting for five minutes. Commissioner Gibbs seconded the motion. The motion passed without objection.

New Administrative Office Layout

Commissioner Tobin wanted a clarification on the addition of the folding walls to the plans for the new administrative office. Commissioner Tobin also indicated that he would like updates on future designs and changes to the building.

Mr. Christian agreed to instruct the architect to add the folding walls to the plan.

ADJOURNMENT
The Meeting was adjourned at 6:06PM.

__________________________________________
David Asdourian, Chairman

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

Meeting Date: May 5, 2015
Agenda Item Type: Bulk
Agenda Item Scope: Review / Discussion
Recommended Action: Action: Approval

Department: Operations
Sponsor: Daniel Saus

Subject: Plant Headworks Modification Change Order Approval

Summary of Discussion:
Change Order #3 to Wharton-Smith, Inc for the KLWTD Biosolids Digester Project headworks modification. The proposed change in contract amount is $135,505. The proposed change in contract time to final is 75 days. That purchase was previously approved by the Board. The change order is presented as a matter of housekeeping.

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

Financial Impact
$ 135,505.00
Expense

Funding Source:
Loans / Other Debt
Budgeted: No

Attachments
Wharton-Smith Change Order #3

Approved By: [Signature] General Manager
Date: 5/11/2015
SECTION 00950

CHANGE ORDER FORM

<table>
<thead>
<tr>
<th>Change Order No.</th>
<th>3</th>
</tr>
</thead>
<tbody>
<tr>
<td>Project Title</td>
<td>KLWTD Biosolids Digester Project</td>
</tr>
<tr>
<td>Bid No.</td>
<td>N/A</td>
</tr>
<tr>
<td>Owner:</td>
<td>Key Largo Wastewater Treatment District</td>
</tr>
<tr>
<td>Contractor:</td>
<td>Wharton-Smith, Inc.</td>
</tr>
<tr>
<td>Agreement Date:</td>
<td>May 2nd, 2014</td>
</tr>
</tbody>
</table>

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

**THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:**

<p>| | |</p>
<table>
<thead>
<tr>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>(1) Original Contract Price</td>
<td>$4,077,000.00</td>
</tr>
<tr>
<td>(2) Current Contract Price (Adjusted by Previous Change Orders)</td>
<td>$4,088,690.00</td>
</tr>
<tr>
<td>(3) Total Proposed Change in Contract Price</td>
<td>$135,505.00</td>
</tr>
<tr>
<td>(4) New Contract Price (Item 2 + Item 3)</td>
<td>$4,224,195.00</td>
</tr>
<tr>
<td>(5) Original Contract Time to Substantial Completion</td>
<td>300 Days</td>
</tr>
<tr>
<td>(6) Original Contract Time to Final Completion</td>
<td>345 Days</td>
</tr>
<tr>
<td>(7) Current Contract Time (Substantial) Adjusted by Previous CO's</td>
<td>307 Days</td>
</tr>
<tr>
<td>(8) Current Contract Time (Final) Adjusted by Previous CO's</td>
<td>352 Days</td>
</tr>
<tr>
<td>(9) This Change in Contract Time to Substantial Completion</td>
<td>60 Days</td>
</tr>
<tr>
<td>(10) This Change in Contract Time to Final Completion</td>
<td>75 Days</td>
</tr>
<tr>
<td>(11) New Contract Time to Substantial Completion (Item 7 + Item 9)</td>
<td>367 Days</td>
</tr>
<tr>
<td>(12) New Contract Time to Final Completion (Item 8 + Item 10)</td>
<td>427 Days</td>
</tr>
<tr>
<td>(13) Original Contract Substantial Completion Date</td>
<td>July 26, 2015</td>
</tr>
<tr>
<td>(14) New Contract Substantial Completion Date</td>
<td>October 1, 2015</td>
</tr>
<tr>
<td>(15) Original Contract Final Completion Date</td>
<td>September 9, 2015</td>
</tr>
<tr>
<td>(16) New Contract Final Completion Date</td>
<td>November 30, 2015</td>
</tr>
</tbody>
</table>

00950-1

SPECLIB120902
ITEM 1 FOR CHANGE ORDER #3

Description of Change:
This change is to modify the Headworks at the Key Largo WWTP. The flow channel for the influent piping will be modified in order to accept the new higher volume of wastewater flows coming from Islamorada as well as improve the existing structure for greater longevity. The Contractor will need to provide bypass piping prior to performing the head work’s modification so wastewater flows continue uninterrupted.

Reason for Change: The reason for the modification is to improve hydraulic and odor control characteristics at the Key Largo WWTP.

Change in Contract Price: $135,505.00
Change in Contract Time: 60 Days to Substantial, 75 Days to Final

CHANGE ORDER HISTORY

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Change in Contract Price</th>
<th>Change in Contract Time to Final</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Form and pour 12 concrete supports for Evoqua Equipment</td>
<td>$9,308.00</td>
<td>07 Days</td>
</tr>
<tr>
<td>2</td>
<td>800 A Breaker upgraded from 80% to 100%</td>
<td>$2,382.00</td>
<td>00 Days</td>
</tr>
<tr>
<td>3</td>
<td>Headworks Modification</td>
<td>$135,505.00</td>
<td>75 Days</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$147,195.00</td>
<td>82 Days</td>
</tr>
</tbody>
</table>
WAIVER This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

APPROVAL AND CHANGE ORDER AUTHORIZATION

ACKNOWLEDGMENTS

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

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

ATTEST: Wharton-Smith, Inc.
Contractor

Gregory Williams, Division Manager
Printed Name and Title of Officer

Date

By (Signature)

04/16/15

Date

ATTEST: Key Largo Wastewater Treatment District
Owner

Paul Christian, General Manager
Printed Name and Title

Date

By (Signature)

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

Meeting Date: May 5, 2015
Agenda Item Type: Bulk
Agenda Item Number: 3
Agenda Item Scope: Bulk
Recommended Action: Action: Approval

Department: Operations
Sponsor: Daniel Saus

Subject: **Keys Contracting Change Order #5**

Summary of Discussion:
Staff recommends the approval of change order #5 for the contract with Keys Contracting for replacement of an existing isolation valve that failed.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 400.00 Expense</td>
<td>Keys Contracting Change Order #5</td>
</tr>
<tr>
<td>Administration:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Counsel:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Financial Impact:
- Expense: $ 400.00
- Funding Source: Loans / Other Debt
- Budgeted: No

Approved By: [Signature]
Date: 5/1/2015
General Manager
SECTION 00950
CHANGE ORDER FORM

Change Order No. 5
Project Title: KLLWD Grinder Pump Station Project
Bid No. N/A
Owner: Key Largo Wastewater Treatment District
Contractor: Keys Contracting Services
Agreement Date: January 28th, 2014

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

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>$132,500.00</td>
<td>$581,927.50</td>
<td>$400.00</td>
<td>$582,327.50</td>
<td>120 Days</td>
<td>510 Days</td>
<td>0 Days</td>
<td>510 Days</td>
<td>May 28, 2014</td>
<td>June 22, 2015</td>
</tr>
</tbody>
</table>
ITEM 1 FOR CHANGE ORDER #5

Description of Change: Installation of a new 1.25" Ball Valve at 1 Beals Hammock.

Reason for Change: During start-up of the grinder pump station at 1 Beals Hammock it was discovered that the isolation valve, previously installed, for this property had failed. This change order is to replace the non-functional valve in kind.

Change in Contract Price: $400.00
Change in Contract Time: 00 days

Net Change In Contract:
$400.00
00 Days

CHANGE ORDER HISTORICAL SUMMARY

<table>
<thead>
<tr>
<th>No.</th>
<th>Description</th>
<th>Change in Contract Price</th>
<th>Change in Contract Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Installation and Supply of Backflow Valve</td>
<td>$1,717.50</td>
<td>0 Days</td>
</tr>
<tr>
<td>2</td>
<td>Installation of Phase II Grinder Pumps (27)</td>
<td>$145,010.00</td>
<td>120 Days</td>
</tr>
<tr>
<td>3</td>
<td>Additional time to complete Phase II, Installation of Phase III Grinder Pumps (27)</td>
<td>$0.00</td>
<td>30 Days</td>
</tr>
<tr>
<td></td>
<td></td>
<td>$143,100.00</td>
<td>120 Days</td>
</tr>
<tr>
<td>4</td>
<td>Installation of 30 L.F. of 1.25&quot; Water Service Line</td>
<td>$600.00</td>
<td>00 Days</td>
</tr>
<tr>
<td></td>
<td>Installation of Phase IV Grinder Pumps (30)</td>
<td>$159,000.00</td>
<td>120 Days</td>
</tr>
<tr>
<td>5</td>
<td>Installation of 1.25&quot; Ball Valve at 1 Beals Hammock</td>
<td>$400.00</td>
<td>00 Days</td>
</tr>
<tr>
<td>TOTAL</td>
<td></td>
<td>$449,827.50</td>
<td>390 Days</td>
</tr>
</tbody>
</table>
WAIVER This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

APPROVAL AND CHANGE ORDER AUTHORIZATION

ACKNOWLEDGMENTS

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

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

ATTEST: __________________________

______________________________
(Signature)
Date

______________________________
(Corporate Seal)

ATTEST: __________________________

______________________________
(Signature)
Date

______________________________
(Corporate Seal)

Keys Contracting Services, INC.
Contractor

Chris Gratton, President
Printed Name and Title of Officer

By (Signature)
Date

Key Largo Wastewater Treatment District
Owner

Paul Christian, General Manager
Printed Name and Title

By (Signature)
Date

00950-3
KLWTD

ATTN: SUZI RUBIO

RE: BEALS HAMMOCK
VALVE REPLACEMENT

We hereby submit a proposal for the above location. All labor to complete the scope of work outlined below. All work to be performed to the 2010 Building Codes, and will be completed in a neat, clean, timely, professional manner.

INCLUDED:

- Mobilization of Men, equipment and machinery
- Supply 1.25" shut off valve and fusion couplings
- Remove and dispose of faulty valve
- Install new valve
- Test new valve
- Cover area of excavation
- MOT as required

NOT INCLUDED:
- Any work other than the above scope of work

PRICE: $400.00

Authorization: __________________________ Date: 4.27.15

I find the above satisfactory and agree to pay on presentation of statement. You are authorized to proceed as specified. I further agree to pay reasonable fees for collection, including attorneys fees, in the event of my default. Proposal quote is good for a period of 60 days.

Acceptance of Proposal: __________________________ Date: ____________
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 5, 2015
Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: General Manager
Sponsor: Paul Christian

Subject: Minutes of April 14th 2015

Summary of Discussion:

Reviewed / Approved
Operations:      Financial Impact
Administration:
Finance: $
District Counsel:
District Clerk:
Engineering:

Attachments
Minutes of April 14, 2015 as presented on April 21st, 2015
Commissioner Tobin's requested amendments

Approved By: ___________________________ Date: 5/11/2015
General Manager
MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 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.

APPROVAL OF AGENDA

- Commissioner Robert Majeska added an item to discuss Manatee Bay.

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

BULK ITEM

Minutes of April 7, 2015

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

PUBLIC SPEAKERS

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Richard Barreto</td>
<td>Interlocal Agreement with Monroe County</td>
</tr>
<tr>
<td>Tavernier, Fl.</td>
<td></td>
</tr>
<tr>
<td>Dottie Moses</td>
<td>Interlocal Agreement with Monroe County</td>
</tr>
<tr>
<td>Key Largo, Fl.</td>
<td></td>
</tr>
</tbody>
</table>

GENERAL MANAGER'S REPORT

Administrative Building Layout

General Manager Paul Christian presented three different options for the administration building layout and answered questions from the Board.
The Board discussed the various options and changes.

**Motion:** Commissioner Higgins made a motion to approve Option One for the Administrative Building Layout. 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>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Gibbs</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Tobin</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td></td>
<td>X</td>
<td></td>
</tr>
<tr>
<td>Chairman Asdourian</td>
<td></td>
<td>X</td>
<td></td>
</tr>
</tbody>
</table>

Motion passed 3 to 2

**Notice of Termination of Building Lease – 98880 Overseas Highway**

**Motion:** Commissioner Tobin made a motion to approve the Notice of Termination of Building Lease. Commissioner Higgins seconded the motion. The motion passed without objection.

**Interlocal Agreement with Monroe County**

General Manager Paul Christian presented a draft of the Interlocal agreement between KLWTD and Monroe County and answered questions from the Board.

This item will be presented for action on the next Board of Commissioners meeting.

**OPERATION’S REPORT**

**Headwork Modification Contract Award**

Operations Manager Daniel Saus recommended that the contract for Headwork’s Modification at the District’s Wastewater Treatment Plant be awarded to Wharton-Smith, Inc. in the amount of $135,505.

**Motion:** Commissioner Higgins made a motion to award the Headworks Modification Contract to Wharton-Smith, Inc. 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>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Gibbs</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Tobin</td>
<td>X</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td>X</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
Chairman Asdourian X

Motion passed 5 to 0

Additional / Reallocation of Work Authorization funds for Weiler Engineering

Operations Manager Daniel Saus presented Weiler Engineering’s proposed changes to their approved work authorization for FY 2015.

Ed Castle with Weiler Engineering discussed the need for additional funds for the existing work authorizations. He explained that these funds were required to cover expenses of budgeted FY 2015 construction projects; and he answered questions from the Board.

Motion: Commissioner Higgins made a motion to approve the proposed work authorization increase of $100,000 and the reallocation of $50,000. Commissioner Tobin seconded the motion. The motion passed without objection.

COMMISSIONER’S ITEM / ROUNDTABLE

Monroe Park

Commissioner Majeska summarized a conversation he had with Mr. Howard Gelbman, a Monroe Park resident, in which Mr. Gelbman suggested that the District consider installing a reuse plant, so that reuse water could be used for fire hydrants.

Ed Castle with Weiler Engineering stated that the plant would have to produce over 100,000 gallons a day in order to utilize reuse water, and that the plant proposed for Monroe Park does not meet the requirements.

ADJOURNMENT

The KLWTD Board adjourned the Board Meeting at 5:49PM.

The KLWTD meeting minutes of April 14, 2015 were approved on April 21, 2015.

David Asdourian, Chairman

Mariela Montedeoca, Clerk
MINUTES April 14, 2015

ABudder <abudder@yahoo.com>  
To: Mariela Montedeoca <mariela.montedeoca@klwtd.com>

mariela,

please amend to state.

the board considered two different plans for the administration building, option 1 and option 2 which are attached to the minutes.

general manager paul christian recommended option 1. commissioner andrew tobin made a presentation comparing the two plans and urged the board to approve option 2.

following the presentation and after debate, .......

you can attach the large plans, or ask david boemer to send you an 11x7.

thank you,

On Apr 22, 2015, at 8:52 AM, Mariela Montedeoca <mariela.montedeoca@klwtd.com> wrote:

Good morning Commissioner

Please find the attached first draft on my minutes for April 14 2015

On Tue, Apr 21, 2015 at 9:03 PM, ABudder <abudder@yahoo.com> wrote:

mariela,

please send me your prior drafts if the minutes.

thank you,

andy

On Apr 10, 2015, at 4:08 PM, Mariela Montedeoca <mariela.montedeoca@klwtd.com> wrote:

Good Afternoon,

The agenda is now available at www.klwtd.com.
Attachment – Option 1, 2, 2A
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 5, 2015
Agenda Item Number: 5

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

Department: General Manager
Sponsor: Paul Christian

Subject: General Manager Contract Renewal

Summary of Discussion:

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

Financial Impact
$ 132,000.00

Attachments
Employment Contract
Attachment A

Approved By: [Signature]
General Manager
Date: 6/11/2015
EMPLOYMENT CONTRACT
FOR
GENERAL MANAGER

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

1) Specific Terms of Employment:
   a) Employee Title: General Manager
   b) Employee Compensation Rate: $132,000/year
   c) Effective Date of this Employment Contract: January 1, 2015
   d) Term of Employment Contract: Three (3) years
   e) Date of first District Employment: April 15, 2010
   f) Employee Duties: See Attachment A

2) Special Terms of Employment:
   a) The Employee will continue to consult with the Board of Commissioners prior to implementing any appointment or termination of Senior Management personnel as defined in the District’s Staffing Plan, as approved by the Board of Commissioners as may be amended with Board approval. Except in cases of criminal conduct, incompetence, neglect of duty, immorality, drunkenness, failure to obey orders given by proper authority, or any other just and reasonable cause, such appointment or termination shall be contingent upon ratification by the Board of Commissioners, by a majority vote, which vote shall be taken at the next regular Board meeting following the appointment or termination.
   b) The employee shall notify the Board of Commissioners, in a timely fashion, of any salary changes made to Senior Management.
   c) The Board of Commissioners may, at their sole discretion, elect to award an annual bonus at the last regular meeting in the month of September annually during the term of this agreement.

3) General Terms of Employment.
   a) The District hereby employs Employee, and Employee hereby accepts employment with the District, on the terms set forth herein.
   b) This Employment Contract is an “at will” agreement.
   c) Either party may terminate this Employment Contract without cause upon ninety (90) days’ written notice to the other party.
   d) In addition, the District may terminate this Employment Contract for disability or cause pursuant to Section 8 hereof.
e) Employee is a public official as that term is used in the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officials.

f) During the term of this Employment Contract, Employee shall devote Employee’s best efforts, knowledge, skill, and attention to the performance of Employee’s duties as aforesaid, except during such periods as Employee shall be ill, disabled, or on vacation as provided by this Employment Contract.

g) Employee shall not accept any other employment for compensation without the prior written consent of the District Board, which consent may be withheld in the sole discretion of the District Board.

h) This is a full-time, salaried position, and the position is exempt from the overtime compensation requirements of the Fair Labor Standards Act.

i) Employee shall keep all records that may be required to support any charge by the District against any grant or other funding for work performed by Employee.

4) Term: The initial term of this Employment Contract shall be as set forth above in paragraph 1 d). Should the term of this agreement expire absent an action of the Board to renew the agreement, the agreement shall automatically renew for a period not to exceed one (1) year.

5) Compensation.

a) Employee’s wages shall be payable at regular intervals in accordance with the District’s regular payroll cycle for the duration of this Employment Contract.

b) Employee shall pay the employee’s share of any payroll taxes required under applicable law, by payroll deduction, and District shall bear and be responsible for the employer’s share of any taxes on wages paid as required under applicable law.

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

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

8) Benefits.

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

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

c) Employee’s participation in these plans is solely at Employee’s option.

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

9) Travel Expenses. The District shall pay for or reimburse Employee in accordance with the District’s standard policies for travel for the purpose of carrying on District business.

a) The District’s standard policies for reimbursement of travel expenses are those set forth in Florida Statutes Section 112.061;

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

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

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

b) A determination by the District Board that Cause exists to terminate this Employment Contract, and written notice of termination for Cause is given by the District Board to Employee. "Cause" means any of the following events or conditions:

i) A material breach by Employee of any material provision of this Employment Contract.

ii) Any act by Employee in violation of the obligations imposed upon public officials under applicable law.

iii) Fraud or other dishonest act by Employee involving the District.

iv) Employee’s conviction of a felony.

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

11) Notices. Any notice or other communication required or permitted to be given in connection with this Employment Contract shall be in writing and shall be deemed to have been duly given (a) when personally delivered, (b) on the business day following deposit of such notice with a reputable overnight courier service, or (c) two (2) business day after the postmarked date when sent by certified mail, return receipt requested, postage prepaid, as follows:
If to the District:

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

With a copy to:

Raymond Giglio  
PO Box 491  
Key Largo, Florida 33037-0736

If to Employee:

Paul Christian  
P.O. Box 370142  
Key Largo, Florida 33037

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

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

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

14) Assignment; Ratification of Agreement. This Employment Contract is an agreement for personal services, and the District has determined to hire Employee on the basis of Employee’s personal qualifications. The Employee may not assign or delegate his rights or obligations under this Employment Contract without specific consent by an action of the Board of Commissioners, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.

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

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

17) Applicable Law. This Employment Contract shall be governed by and construed and interpreted in accordance with the internal law of the State of Florida, without reference to its rules as to conflicts of law.
18) **Headings.** The section headings in this Employment Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of this Employment Contract.

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

Key Largo Wastewater Treatment District

Employee

By __________________________________________

David Asdourian, Chairman

_____________________________________________

Paul Christian
ATTACHMENT A
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT
DISTRICT GENERAL MANAGER DUTIES

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

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

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

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

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

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

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

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

H. Overseeing all governmental filings.

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

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

K. Preparing annual reports.

L. Consulting with, and supervision of, contractors as reasonably required and necessary with regard to construction of capital projects.
M. In consultation with the District Engineer and District Counsel, as appropriate, issuing interpretations and clarifications of contract documents.
   a. Evaluating requests for substitutions or deviations therefrom.
   b. Providing recommendations concerning requests for substitutions or deviations therefrom.
   c. Preparing work orders.
   d. Monitoring all required project records.
   e. Reviewing applications for payment.
   f. Conducting comprehensive inspections of construction projects.
   g. Developing list of items needing completion or correction.

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

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

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

R. Exercising due diligence with respect to construction management efforts consistent with governmental standards.
### Key Largo Wastewater Treatment District
#### Board of Commissioners Meeting
#### Agenda Item Summary

**Meeting Date:** May 5, 2015

**Agenda Item Type:** Information / Presentation

**Agenda Item Scope:** Review / Discussion

**Agenda Item Number:**

**Recommended Action:** Discussion

**Department:**

**General Manager**

**Sponsor:** Paul Christian

**Subject:**

**Plant Security Update**

**Summary of Discussion:**

Staff to give a verbal update on the status and effectiveness of security guard at plant location.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$</td>
<td></td>
</tr>
<tr>
<td>Administration:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Finance:</td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td>District Counsel:</td>
<td>Budgeted: N/A</td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Reviewed / Approved**

Approved By: [Signature]

Date: 5/1/2015

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

Meeting Date:
May 5, 2015

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

Department: Commissioner's Item

Sponsor: Commissioner Andrew Tobin

Subject: Thank you Resolution

Summary of Discussion:
Commissioner Tobin proposed adopting a resolution thanking the Federation and the Tavernier Community Association for their support in helping secure an Interlocal Agreement with the county.

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

Financial Impact

Funding Source:

Budgeted:
N/A

Attachments
Resolution No. Draft 10-05-2015

Approved By: ___________________________ Date: 5/1/2015
General Manager
RESOLUTION NO. 10-05-2015

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT THANKING THE ISLAND OF KEY LARGO FEDERATION OF HOMEOWNERS ASSOCIATION AND THE TAVERNIER COMMUNITY ASSOCIATION FOR THEIR ASSISTANCE IN FACILITATING THE ADOPTION AND PASSAGE OF THE ILA BETWEEN THE DISTRICT AND MONROE COUNTY REGARDING THE REALLOCATION OF MAYFIELD FUNDS; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners (“Board”) of the Key Largo Wastewater Treatment District (“District”) would like to express its thanks and appreciation to the ISLAND OF KEY LARGO FEDERATION OF HOMEOWNERS ASSOCIATION (“IKLFHA”) and to the TAVERNIER COMMUNITY ASSOCIATION (“TCA”) for the involvement and assistance of both organizations in facilitating the adoption and passage of an Interlocal Agreement (“ILA”) by and between the District and Monroe County (“County”) with respect to the distribution of Mayfield Grant funding; and

WHEREAS, by the terms of the ILA, the District agrees to assign its Mayfield Grant Funds to the County and the County agrees to replace those Funds with County funding supported by infrastructure sales tax; and

WHEREAS, by providing the County with less expensive funding for its wastewater construction projects, and providing the District with less restricted funding that can be used for necessary construction projects and to pay down its debt, it is estimated that the ILA could, over the next 10 years, save the District approximately $9 million and save the County approximately $10.2 million in interest payments and;

WHEREAS, it has been determined that a financial gap exists within the District between annual assessment revenues and annual debt service obligations that are currently supplemented with rates and;

WHEREAS, the ILA will facilitate an expedited elimination of such gap and realistic consideration of a rate reduction for the ratepayers of the District and;
WHEREAS, on complex matters such as those dealt with in the ILA, the District Board is required to weigh and consider myriad factors and issues in order to make an informed, intelligent decision; and

WHEREAS, it is from the competition of ideas in free, transparent public discourse that the correct policy and correct decision often emerge; and

WHEREAS, in reaching its decision, it was extremely helpful for the Board to have the input of the IKLFHA and the TCA and their participation in the public dialogue and the “marketplace of ideas” with respect to this matter; and

WHEREAS, it was due, in no small part, to the input, participation, support and efforts of the members and officers of the IKLFHA and the TCA that the District and County were able to come to terms on the ILA that the Board approved and adopted on April 21, 2015; and

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

1) The District hereby expresses its thanks and appreciation to the ISLAND OF KEY LARGO FEDERATION OF HOMEOWNERS ASSOCIATION and to the TAVERNIER COMMUNITY ASSOCIATION for the involvement, assistance, and support in facilitating the adoption and passage of an Interlocal Agreement by and between the District and Monroe County with respect to the distribution of Mayfield Grant funding.

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

RESOLVED AND ADOPTED THIS _____ DAY OF ____________ 2015

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>Chairman Asdourian</th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Commissioner Gibbs</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Higgins</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
The Chairman thereupon declared Resolution No. XX-XX-15 duly passed and adopted the ____ day of ________________, 2015.

KEY LARGO WASTEWATER TREATMENT DISTRICT

Chairman David Asdourian

ATTEST: Approved to as to form and legal sufficiency

Mariela Montedeoca, District Clerk

General Counsel, Ray Giglio

SEAL