AGENDA

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

A. CALL TO ORDER
B. PLEDGE OF ALLEGIANCE
C. 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
Katherine Jackson   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."
D. ANNUAL ELECTION OF BOARD OFFICERS
   1. Chairman
   2. Vice Chairman
   3. Secretary/Treasurer

E. RECOGNIZE DISTRICT STAFF

F. AGENDA ADDITIONS, CORRECTIONS OR DELETIONS
   1. Approval of Agenda

G. PUBLIC COMMENT

H. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
   1. Minutes of November 17, 2015

I. CONSTRUCTION REPORT
   1. Monthly Construction Update
   2. Recommendation of Intent to Award for Dual Buffer Tank Installation
   3. Key Contracting Services Change Order No. 7

J. OPERATIONS REPORT

K. ENGINEER’S REPORT

L. ADMIN / CUSTOMER SERVICE REPORT
   1. Contract Review for Administration Building Remodel
   2. REEF Tier 1 Waiver of Assessments

RESOLUTION DRAFT NO. 31-12-15
A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT APPROVING THE REQUEST OF REEF ENVIRONMENTAL EDUCATION FOUNDATION INC FOR REMOVAL OF ONE TAX PARCEL FROM THE 2008 NON AD-VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

M. COMMISSIONER’S ITEMS
   1. Waive Public Records Request Fee for Margaret Blank (Commissioner Tobin)

N. GENERAL MANAGER’S REPORT
   1. Approval of Calendar Year 2016 Meeting Dates

O. LEGAL REPORT

P. BUDGET AND FINANCE REPORT

Q. ROUNDTABLE DISCUSSION
R. 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.
Meeting Date: December 1, 2015

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Department: District Clerk

Sponsor: Katherine Jackson

Subject: Minutes of November 17, 2015

Summary of Discussion:

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

Financial Impact
operations: $

Funding Source: N/A

Budgeted: N/A

Attachments
Minutes of November 17, 2015

Approved By: __________________________ Date: 1/24/2016

General Manager
MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 PM on November 17, 2015. Present were Chairman David Asdourian, Commissioner Andrew Tobin, Commissioner Stephen Gibbs, and Commissioner Norman Higgins. Commissioner Robert Majeska was absent. Also present were Chief Information Officer Rob Bulkiewicz, General Counsel Ray Giglio, Finance Manager Connie Fazio, Operations Manager Chuck Adams, Ed Castle with Weiler Engineering, District Clerk Katherine Jackson, and other appropriate District Staff.

Commissioner Stephen Gibbs led the Pledge of Allegiance.

AGENDA ADDITIONS, CORRECTIONS OR DELETIONS

- Chairman David Asdourian added a discussion of the Dale Morgado memorandum under Commissioner's Items.
- Mr. Rob Bulkiewicz added an update of the administration building remodel project under Admin/Customer Service Report.
- Mr. Ed Castle added a discussion of Keys Contracting extension under Engineer's Report.

APPROVAL OF AGENDA

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

PUBLIC COMMENT

Name and Address: Subject

Sue Heim: General Comments on KLWTD
Key Largo

Public Comment: Ms. Sue Heim gave a rundown of events from the Key Largo Fire Rescue & Emergency Medical Services District Board meeting.
APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Minutes of November 10, 2015

Motion: Commissioner Higgins made a motion to approve the minutes of November 10, 2015, and Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 4 to 0

Commissioner Tobin requested that a discussion of Margaret Blank's Records Request Fees be added under Commissioner's Items.

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

Vote on Motion

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Motion passed 4 to 0

CONSTRUCTION REPORT

Overholt Construction Corporation Change Order No. 1

Mr. Ed Castle presented Change Order No. 1 to Overholt Construction Corporation’s contract for the Vacuum Station Ventilation Project. Commissioner Gibbs raised a concern about whether this would result in an increase in the contract price. Mr. Castle explained that this change order does not increase the contract price, that it only provides for a 13-day extension of the substantial completion date, and he answered questions from the Board.
Motion: Commissioner Gibbs made a motion to approve Change Order No. 1 for Overholt Construction Corporation, and Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 4 to 0

Recommendation of Award to Wharton-Smith, Inc. for the Blower Upgrade Project

Mr. Ed Castle presented the total price reduction of $230,702.00 for a final overall price of $1,681,110.00 for the blower upgrade project, and staff answered questions from the Board.

Motion: Commissioner Higgins made a motion to accept the negotiated price and to approve the Recommendation of Award to Wharton-Smith for the Blower Upgrade Project, and Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 4 to 0

ENGINEER’S REPORT

Keys Contracting Extension

Mr. Ed Castle reported that Keys Contracting will need an extension of time to complete the installation of the remaining grinder pumps in the Grinder Pump Project. Mr. Castle stated that the District has been aware that Keys Contracting would need additional
time; however, staff determined that it would be best to wait until closer to the substantial completion date to determine the correct amount of time needed. Mr. Castle informed the Board this item will be on for action in the future.

Mr. Castle and staff answered questions from the Board.

ADMIN/CUSTOMER SERVICE REPORT

Monroe County Waiver of Assessments

Mr. Rob Bulkiewicz introduced Resolution Draft No. 29-11-15 and 30-11-15 to waive assessments for 14 parcels for land conservation and answered questions from the Board.

Motion: Commissioner Tobin made a motion to approve the Monroe County Waiver of Assessments Resolution Draft No. 29-11-15, and Commissioner Higgins seconded the motion.

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Motion passed 4 to 0

Motion: Commissioner Tobin made a motion to approve the Monroe County Waiver of Assessments Resolution Draft No. 30-11-15, and Commissioner Higgins seconded the motion.

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Motion passed 4 to 0

Administration Building Remodel Project Update
Mr. Rob Bulkiewicz reported to the Board that staff has a meeting scheduled for Thursday, November 19, 2015 with Chris Vogt from Vogt-Spear Construction. Mr. Bulkiewicz stated that he expects to be able to report a final price to the Board in December 2015, and he answered questions from the Board.

COMMISSIONER’S ITEMS

Dale Morgado Opinion (Chairman Asdourian)

Chairman Asdourian expressed his concerns over the 42-day delay between the creation of the Morgado memorandum and its release to the Board. Commissioner Gibbs agreed that this delay was improper, but suggested that it was time for the Board to move on. Commissioner Higgins stated that if a document is addressed to the Board, then the document should be released right away.

Margaret Blank’s Records Request Fees (Commissioner Tobin)

Commissioner Tobin asked Mr. Ray Giglio to state his opinion regarding passing along a consultant’s fee in a records request fee. Mr. Giglio stated that according to the law, the District may charge a fee for extensive use of information technology resources or extensive clerical or supervisory assistance, and that any fees charged must be based on the cost actually incurred. Therefore, costs and fees incurred in fulfilling the request may be passed along. Commissioner Tobin stated that he disagrees with the records request fee, and that the public should not have to pay a consultant’s fee because it is an outsourced position. Commission Gibbs stated that the District needs to make sure the system is not abused, while being as accommodating as possible.

Commissioner Gibbs stated that the District should set rates in accordance with Florida Statutes 119.07. Commissioner Tobin stated the District should adopt a resolution that would outline fees and exemptions of fees.

Staff answered questions from the Board.
Motion: Commissioner Tobin made a motion to waive the $46.15 records request fee for Margaret Blank, and Commissioner Gibbs seconded the motion.

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Motion failed 2 to 2

LEGAL REPORT

Monroe Park Sewer Project

Mr. Ray Giglio reintroduced a resolution outlining the conditions under which the District would be willing to give further consideration to extending its wastewater service area to include Monroe Park and the Manatee Bay Club. Mr. Giglio stated that the District has the authority and the discretion to determine which areas within district boundaries will be serviced by the District's central sewer system. He indicated that as Monroe Park and the Manatee Bay Club are in a cold spot, at this time, it does not appear to be economically feasible to connect this area via central sewer. Mr. Giglio advised the Board that as the District has no plans to service this area—or other isolated cold spots on C-905 and around the Plant—that the District should pass a resolution to that effect. He further indicated that such a resolution would help to eliminate confusion about the District's intentions and would enable the residents of these areas to plan for how best to comply with the December 31, 2015 deadline. Mr. Giglio explained that such plans might include the installation of on-site systems.

Commissioner Gibbs stated that the Board has to be fair to all parcel owners in the service area. Chairman Asdourian stated that this resolution would make it known to the public that the District has no intentions of providing service at this time, and the residents of the area can then apply for a variance.

Commissioner Tobin expressed his concern that the language of the resolution is confusing, and suggested the District sponsor a joint variance for the residents of this area. Commissioner Tobin also suggested Mr. Ed Castle contact the engineer of record for the wastewater treatment facility in Monroe Park. Commissioner Tobin stated that the residents of Monroe Park need to apply for their variance first, so the District knows what type of resolution to pass. Commissioner Tobin also stated that Mr. Ray Giglio
can be of some assistance during the variance process, and may be able to provide a letter to attach with the variance paperwork.

**Motion:** Commissioner Tobin made a motion to table to Monroe Park Sewer Project resolution indefinitely unless staff needs to bring it back before the Board, and Commissioner Gibbs seconded the motion.

**Vote on Motion**

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Motion passed 4 to 0

*5 MIN BREAK: 5:28 PM*

**BUDGET AND FINANCE REPORT**

*Monthly Financial Report*

Mrs. Connie Fazio presented the October monthly financial report, and answered questions from the Board.

**ADJOURNMENT**

The Meeting was adjourned at 5:48 PM.

______________________________
David Asdourian, Chairman

______________________________
Katherine Jackson, Clerk
Meeting Date: December 1, 2015

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

Department: Construction
Sponsor: Chuck Adams

Subject: Monthly Construction Report

Summary of Discussion:

Operations Manager Chuck Adams has provided an update on the status of KLWTD current and planned construction projects.

Reviewed / Approved

Operations: [Signature]
Administration: [Signature]
Finance: [Signature]
District Counsel: [Signature]
District Clerk: [Signature]
Engineering: [Signature]

Financial Impact

Expense: $ 0.00
Funding Source: Grant(s)
Budgeted: N/A

Attachments

November Construction Update

Approved By: [Signature] General Manager
Date: 11/24/2015
November 2015

To: KLWTD Commissioners
From: Chuck Adams
CC: Paul Christian

Subject: Monthly Construction Update

Below is a list of current and planned construction projects with status updates.

### Current Construction Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Current Status</th>
<th>Bid Date</th>
<th>Contract Start</th>
<th>Contract End</th>
<th>Expended To Date</th>
<th>Total Project Estimate</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grinder Pump Program</td>
<td>93.4% of Stations Installed</td>
<td>11/21/2013</td>
<td>5/24/2014</td>
<td>11/19/2015</td>
<td>$555,752</td>
<td>$751,928 (+$196,176)</td>
</tr>
<tr>
<td>Sludge Handling System</td>
<td>Project has been completed, punch list is being worked on</td>
<td>11/13/2013</td>
<td>9/29/2014</td>
<td>11/30/2015</td>
<td>$4,083,341</td>
<td>$4,269,066 (+$185,725)</td>
</tr>
<tr>
<td>Chemical Storage &amp; Feed System</td>
<td>Addendum 3 uploaded 11/20/15</td>
<td>12/01/2015</td>
<td>TBD</td>
<td>TBD</td>
<td>-</td>
<td>$429,960</td>
</tr>
<tr>
<td>SCADA Upgrade</td>
<td>Aqua-Aerobics is working on implementation</td>
<td>N/A</td>
<td>TBD</td>
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<td>$108,640</td>
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### Project Specific Notes

1. Grinder Pump Program:
   a) Force main installation: Completed – Billed (Fountain Contract)
   b) Phase 1 (25 units): Completed – Billed (Keys Contracting Contract)
   c) Phase 2 (27 units): Completed - Billed
   d) Phase 3 (27 units): Completed - Billed
   e) Phase 4 (28 units): Completed – Billed
f) Phase 5 (34 units): Last Phase – 23 of 34 stations have been completed and billed.  
g) Final Release of Phases 1-4: 15 parcels pending.

2. Sludge Handling System (Digester) Project:  
a) The new digester tank is completed and operational  
b) The bridge between SBR#1 and the Digester has been completed. A final inspection was held on 11/13/2015, and a punch list was prepared by Weiler Engineering for Wharton-Smith.

3. Chemical Storage & Feed System  
a) Pre-bid meeting was held on 10/27/2015  
b) Final proposals are due 12/01/2015

4. SCADA Upgrade  
a) Aqua-Aerobics is in the process of implementing the upgrade.  
b) New SCADA servers being built by IT Department, to be shipped to Aqua-Aerobics for installation, configuration and operation testing in February.

5. WWTP Blower Upgrades  
a) Intent to Award has been issued to Wharton-Smith.  
b) Negotiations are complete, and the Board approved the final contract on 11/17/2015.

Respectfully Submitted,

Chuck Adams  
Operations Manager
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date:
December 1, 2015

Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Agenda Item Number: 1-2
Recommended Action: Action

Department: Operations
Sponsor: Chuck Adams
Subject: Recommendation of Intent to Award for Dual Buffer Tank Installation

Summary of Discussion:
After review of the submitted proposal, Staff recommends the acceptance and requests the Board authorize the General Manager to negotiate and execute a contract with Redland Company for the installation of the Dual Buffer Tank at Paradise Point Senior Living Center for the amount not to exceed $34,280.05

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

Financial Impact
$ 34,280.05
Expense
Funding Source: Assessment Revenue
Budgeted: No

Attachments
1. Memo from Chuck Adams
2. Job #2015-11 Agreement

Approved By: General Manager
Date: 11/24/2015
Memo

To: KLWTD Commissioners
From: Chuck Adams, Operations Manager
Date: December 1, 2015
Re: Intent to Award Contract to Redland Company for Paradise Point Senior Living Center Dual Buffer Tank

Attached please find the proposal for the installation and connection of a Dual Buffer Structure to the main and the complete restoration. The proposal states that Redland Company will supply all Equipment, Labor & Supervision to perform the work at Paradise Point Senior Living Center for the amount of $30,426.05

KLWTD will be responsible for providing the buffer tank "kit" which includes 2 valve/breathers, part bags for each, 2 pipe hang kits, 2 flex hoses, 2 3” caps, and 1 air terminal valued at $3,854.00.

Total cost of this project will be $34,280.05

One other company was contacted regarding this project; however, due to their work load they were unable to submit a proposal.

Staff respectfully requests your approval.

Respectfully submitted,

Chuck Adams
Operations Manager
AGREEMENT

THIS AGREEMENT is made this 1 day of December, 2015, by and between the following parties:

PARTIES:

The Key Largo Wastewater Treatment District (hereinafter the “District”), whose address is: PO Box 491, Key Largo, FL 33037, and

Name of Contractor: Redland Company Inc

Whose address is: 48 NE 15th Street

Homestead, FL 33030-4507

(hereafter called the “Contractor”).

STATEMENT OF WORK TO BE PERFORMED:

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Contractor agrees to perform the following work:

Install and connect a Dual Buffer Structure to the District’s collection system and restore area to its pre-construction condition for Paradise Point Senior Living Center including all equipment, labor and supervision.

The District shall provide a dual concrete buffer tank connection "Kit" which shall include 2 valve/breathers with part bags, 2 pipe hang kits, 2 flex hoses, 2-3" caps and 1 air terminal.

Select if Contractor’s work is detailed in a Statement of Work attached hereto as Exhibit “A,” which is incorporated herein by express reference.

Select if no exhibits are attached

All work shall be completed within 60 calendar days of this Agreement or the District may be entitled to damages as provided by paragraph by the terms of this Agreement.
CONSIDERATION:

For and in consideration of the work to be performed by the Contractor, the District agrees to pay the Contractor the following sums at the following times or under the following conditions:

Total Amount to be paid to Contractor: $30,426.05

When payment is to be made (date and/or conditions of payment):

☐ Payment is to be made under the following schedule and conditions:

☐ Select if payment is to be made upon satisfactory completion of work due under this Agreement.

INDEPENDENT CONTRACTOR:

The Contractor shall perform any and all work due under this Agreement as an independent entity. It is explicitly understood and agreed that the Contractor, its employees, agents, and representatives are not employees of the District. No part of this Agreement shall be construed to represent the creation of an employer/employee relationship. Contractor expressly represents and warrants that it will comply with all federal and state employment laws with any and all of Contractor's employees working under this Agreement.

AUTHORITY TO CONTRACT AND SUBCONTRACT:

The Contractor shall have no authority to incur any obligations or liabilities on behalf of the District. The Contractor shall not represent to any party, or parties, that it possesses any authority in regards to this Agreement that it does not actually have. The Contractor shall not enter into any subcontracts for any of the work scheduled under this Agreement, other than those described herein without obtaining prior written approval from the District. Should the Contractor obtain prior written approval to enter into a subcontract with a qualified provider of services, the Subcontractor shall acknowledge the binding nature of this Agreement and incorporate this Agreement, with attachments, into any subcontract entered. Should a subcontract be used, the Contractor hereby agrees to indemnify District for any and all acts of its subcontractor, and from any and all liabilities, claims, causes of action, or controversies brought by any party on account of any acts or omissions of subcontractor. The Contractor further agrees to be solely responsible to the District for the performance of any Subcontractor hired by Contractor to complete any work associated in any way with this Agreement.

TERMINATION:

This Agreement may be terminated by mutual consent of both parties in writing and delivered by certified mail or in person. Upon delivery of written notice to the Contractor, the District may immediately terminate the whole or any part of this Agreement if:

a. The Contractor fails to provide services called for by this Agreement within the time specified herein, or any extension thereof; or
b. The Contractor fails to perform any of the other provisions of this Agreement, or so fails to pursue the work as to endanger performance of this Agreement in accordance with its terms, and after receipt of written notice from the District, fails to correct such failures within ten (10) days or such longer period as the District may authorize.

The rights and remedies of the District provided in the above clause related to defaults (including breach of contract) by the Contractor shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Agreement. Any such termination of this Agreement, other than from breach of contract, shall be without prejudice to any obligations or liabilities of either party already accrued prior to such termination.

Should the District terminate this Agreement because the Contractor has breached it, then at the District's option, the Contractor shall immediately reimburse the District the amount of all money the District granted the Contractor under this Agreement as reasonable liquidated damages to cover the District's costs in completing performance due under this Agreement.

**DISTRICT'S AUTHORIZED OFFICERS:**

The terms of this Agreement shall not be waived, altered, modified, supplemented, or amended, in any manner whatsoever, except by written instrument signed by the parties.

The District's General Manager, is the only person authorized to approve changes in any of the requirements under this Agreement.

**COMPLIANCE WITH LAW:**

The Contractor shall comply with all federal, state, and local laws, ordinances and codes applicable to the work due under this Agreement.

**INDEMNITY AND INSURANCE:**

The Contractor shall save and hold harmless the Key Largo Wastewater Treatment District, its officers, agents, and employees, from any and all claims, suits, or actions of whatsoever nature from any party resulting from or arising out of any of the activities of the Contractor or its subcontractors, agents, or employees under this Agreement.

**NOTICES:**

All notices, certificates or other communications shall be sufficiently given when delivered or mailed by ordinary mail, postage prepaid, to the parties at their respective places of business as previously set forth, or at a place designated hereafter in writing by the parties.

**WAIVER:**

The failure of the District to require performance of any provision shall not affect the District's right to require performance at any time thereafter, nor shall a waiver of any breach or default of this Agreement constitute a waiver of any subsequent breach or default or a waiver of the provision itself.
ENTIRE UNDERSTANDING:

This agreement, along with any exhibits attached hereto, represents the entire understanding between the parties; and any representations, inducements, promises, or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void and will not alter the conditions set forth herein. This Agreement may only be amended by an instrument in writing, duly executed by the parties.

APPLICABLE LAW AND FORUM SELECTION:

This agreement shall be governed by and construed according to the laws of the State of Florida and venue shall be proper exclusively in Monroe County, Florida. EACH OF THE PARTIES HERETO IRREVOCABLY WAIVES ANY AND ALL RIGHT TO TRIAL BY JURY IN ANY LEGAL PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT.

IN WITNESS WHEREOF, the parties have executed this Agreement in duplicate on the day and year first above written.

KEY LARGO WASTEWATER TREATMENT DISTRICT:

By: ____________________
Paul Christian, General Manager
Date: ____________________

Redland Company Inc

By: ____________________
Cliff Scott, Owner
(Print Name and Title)
Date: ____________________

Approved as to form and legal sufficiency.

By: ____________________
Ray Giglio, General Counsel
Date: ____________________
**Key Largo Wastewater Treatment District**  
**Board of Commissioners Meeting**  
**Agenda Item Summary**

**Meeting Date:** December 1, 2015  
**Agenda Item Number:** I-3

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

**Department:** Construction  
**Sponsor:** Chuck Adams

**Subject:**  
**Keys Contracting Services Change Order No. 7**

**Summary of Discussion:**  
This change order provides for an extension of time of the substantial completion date.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$</td>
<td>1. Keys Contracting Services Change Order No. 7</td>
</tr>
<tr>
<td>Administration:</td>
<td></td>
<td></td>
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<tr>
<td>Finance:</td>
<td>Funding Source:</td>
<td></td>
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<tr>
<td>District Counsel:</td>
<td></td>
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<tr>
<td>District Clerk:</td>
<td>Budgeted: N/A</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td></td>
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</tr>
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</table>

**Approved By:** General Manager  
**Date:** 11/24/2015
SECTION 00950
CHANGE ORDER FORM

<table>
<thead>
<tr>
<th>CONTRACTOR (&quot;Contractor&quot;): Keys Contracting Services</th>
<th>CHANGE ORDER No. 7</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>PROJECT TITLE: KLWTD Grinder Pump Station Project</td>
</tr>
<tr>
<td></td>
<td>PROJECT No.</td>
</tr>
<tr>
<td>OWNER: Key Largo Wastewater Treatment District (&quot;Owner&quot; or &quot;District&quot;)</td>
<td>ENGINEER: Weiler Engineering</td>
</tr>
<tr>
<td></td>
<td>6805 Overseas Hwy</td>
</tr>
<tr>
<td></td>
<td>Marathon, Florida 33050</td>
</tr>
<tr>
<td>DATE OF ISSUE: December 1, 2015</td>
<td>EFFECTIVE DATE: November 19, 2015, contingent upon approval by the District's Board of Commissioners. Contractor shall commence work only after receipt of notification to proceed by the District's Contract Manager.</td>
</tr>
</tbody>
</table>

Description of Work to be Performed: The Contractor is hereby authorized and directed to perform the following Work, generally described as: The Contractor shall perform all work required by the Contract Documents for the Simplex Residential Grinder Pump Stations Installations.

Reason for Change: Requested additional time due to equipment malfunctions and additional properties added.

Work to be Performed is more specifically described as (add additional sheets if necessary): The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Instructions to Bidders, Contractor's Bid, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Engineer's written interpretations and clarifications issued on or after the Effective Date of the Agreement. These form the Contract and all are as fully a part of the Contract as if attached to the Agreement or repeated herein.

Attachments: (List documents supporting change and justifying cost and time)

Total Proposed Increase (decrease) in Contract Price and Contract Time for this Change Order

| Increase (decrease) in Contract Price: None | Increase (decrease) in Contract Time (Calendar days): 73 |

Acknowledgments:

The aforementioned change, and work affected thereby, is subject to and governed by all provisions of the original Agreement and RFP. It is expressly understood and agreed that the approval of this Change Order shall have no effect on the original Agreement, including all GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS, other than matters expressly provided herein.

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 Change Order 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. Owner may require consent of the Contractor's surety, if any, to the terms of this Change Order.

950-1
## SUMMARY OF CHANGE ORDERS

<table>
<thead>
<tr>
<th>C-O NO.</th>
<th>Description of Change</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 927)</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>$143,100.00</td>
<td>150 Days</td>
</tr>
<tr>
<td>4</td>
<td>Installation of 30 L.F. of 1.25&quot; Water Service Line Installation of Phase IV Grinder Pumps (30)</td>
<td>$159,600.00</td>
<td>120 Days</td>
</tr>
<tr>
<td>5</td>
<td>Installation of 1/25&quot; Ball Valve at 1 Bealls Hammock</td>
<td>$400.00</td>
<td>0 Days</td>
</tr>
<tr>
<td>6</td>
<td>Installation of Phase V Grinder Pumps (32)</td>
<td>$169,900.00</td>
<td>150 Days</td>
</tr>
</tbody>
</table>

**TOTAL OF ALL PRIOR CHANGES**

$ 619,427.50

540 Days

**CURRENT CONTRACT PRICE AND TIME**

(Adjusted by Prior Change Orders BUT before adjusting for this Change Order)

$ 619,427.50

660 Days

**NEW CONTRACT PRICE AND TIME**

(Adjusted by Prior Change Orders AND this Change Order)

$ 619,427.50

733 Days

Original Contract Substantial Completion Date: May 28, 2014

New Contract Substantial Completion Date: January 31, 2016

## APPROVAL AND CHANGE ORDER AUTHORIZATION

**Contractor:** Keys Contracting Services, Inc.

By (Signature)

Chris Gratton, President
(Printed Name and Title of Officer)

(Date)

ATTEST:

(Secretary)

(Corporate Seal)

**Owner:** Key Largo Wastewater Treatment District

By (Signature)

Paul Christian, General Manager
(Printed Name and Title of Officer)

(Date)

ATTEST:

Katherine Jackson, District Clerk

(Seal)
Meeting Date: December 1, 2015

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

Department: Sponsor:
Customer Service Rob Bulkiewicz

Subject: Contract Review for Administration Building Remodel

Summary of Discussion: After review of the submitted revised proposal, staff recommends the acceptance and requests the Board authorize the General Manager to negotiate and execute a contract with Vogt-Spear Construction for the Administration Building Remodel Project for the amount not to exceed $267,386.76.

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

Financial Impact
Operation: $ 267,386.76
Expense

Funding Source:
Assessment Revenue
Budgeted: Partially

Attachments
1. Notice of Award
2. Agreement Form
3. Original Pricing Table
4. Revised Pricing Table
5. Demolition and Remodel Plans

Approved By: ____________________________ Date: 11/24/2015
General Manager
SECTION 00510
NOTICE OF AWARD FORM

TO: Vogt-Spear Corp.

NAME OF PROJECT: "Headquarters Building Remodel"

The OWNER has considered the PROPOSAL submitted by you, dated November 19, 2015 for the above described WORK in response to the Request for Proposals and Information for Respondents.

You are hereby notified that your PROPOSAL for the Headquarters Building Remodel, in the amount of $267,386.76 has been accepted.

You are required by the Instructions to Respondents to execute the Agreement and furnish the required CONTRACTOR's certificates of insurance and completed Form 00620 within fourteen (14) calendar days from the date of this Notice to you. If you fail to execute said Agreement and to furnish said insurance documentation within fourteen (14) calendar days from receipt of this Notice, said OWNER will be entitled to consider all your rights arising out of the OWNER's acceptance of your PROPOSAL as abandoned and as a forfeiture of your BID BOND. The OWNER will be entitled to such other rights as may be granted by law.

You are required to return an acknowledged copy of this NOTICE OF AWARD to the OWNER.

Dated this 1st day of December, 2015,

OWNER: Key Largo Wastewater Treatment District
(Name of OWNER)

By (Signature)

Paul Christian, General Manager
(Printed Name and Title)

ACCEPTANCE OF NOTICE

Receipt and acceptance of the above NOTICE OF AWARD is hereby acknowledged by __________
_________________________________________ this __________ day of __________________________, ____. 

_________________________________________
By

_________________________________________
Printed Name and Title

END OF FORM
PART 1 GENERAL

1.01 THIS AGREEMENT, made this 1st day of December, 2015, by and between 1) Key Largo Wastewater Treatment District, hereinafter called the Owner, and 2) Vogt-Spear Corp., doing business as a 3) , and hereinafter called the Contractor.

A. Contract Documents

The Contract Documents include the Agreement, Addenda (which pertain to the Contract Documents), Instructions to Respondents, Contractor’s Proposal, Notice to Proceed, the Bonds, the General Conditions, the Supplementary Conditions, the Specifications listed in the Index to the Project Manual, any technical specifications as incorporated by the Project Manual; the Drawings as listed in the Project Manual, all Written Amendments, Change Orders, Work Change Directives, Field Orders, and Architect’s written interpretations and clarifications issued on or after the Effective Date of this Agreement. These form the Contract and are as fully a part of the Contract as if attached to this Agreement or repeated herein.

B. Scope of Work

The Contractor shall perform all work required by the Contract Documents for the construction of the Headquarters Building Remodel, plus any Add Alternatives included in Contractor’s Proposal.

C. Contract Time

The Contractor shall begin work within 30 days after the issuance of a written Notice to Proceed and shall achieve substantial completion of the work within 105 calendar days from the date of the Notice to Proceed. The work shall be finally complete, ready for Final Payment in accordance with the General Conditions, within 15 calendar days from the actual date of substantial completion. See also Supplementary Condition, Appendix 2 & 3, SC-12.02.C-E.
D. Liquidated Damages

OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not substantially complete within the time specified in Paragraph C above, plus any extensions thereof allowed in accordance with the General Conditions. They also recognize the delays, expense and difficulties involved in proving in a legal arbitration proceeding the actual loss suffered by OWNER if the Work is not substantially complete on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER $200.00 for each calendar day that expires after the time specified in Paragraph C for substantial completion until the work is substantially complete. It is agreed that if this Work is not Finally completed in accordance with the Contract Documents, the CONTRACTOR shall pay the OWNER as liquidated damages for delay, and not as penalty, one-fourth (¼) of the rate set forth above.

E. Contract Price

Lump Sum Price Contract

The Owner will pay the Contractor in current funds for the performance of the work, subject to additions and deductions by Change Order and subject to the Measurement and Payment Provisions, and subject to actual constructed quantities; the Total Contract Price of Two hundred sixty-seven thousand three hundred eighty-six and 76/100 Dollars ($267,386.76). Payments will be made to the Contractor on the basis of the Schedule of Unit Prices included as a part of his Proposal, which shall be as fully a part of the Contract as if attached or repeated herein.

F. Payments

The Owner will make payments as provided in the General Conditions and Supplementary Conditions (Appendix 1, 2, and 3).

G. Retainage

The value of each application for payment shall be equal to the total value of the Work performed to date, less an amount retained, and less payments previously made and amounts withheld in accordance with the General Conditions and Supplementary Conditions. Retainage for this project is 10%, to be held by Owner as collateral security under Section Fla. Stat. §218.375 (2005) until 50 percent completion of the Work. After 50 percent completion of the Work, as determined by the Architect, the rate will be reduced to 5 percent withheld from each subsequent progress payment made to the contractor.
IN WITNESS WHEREOF, the parties hereto have executed this Agreement the day and year first above written.

CONTRACTOR:

Vogt-Spear, Corp.
Name of Firm

By (Signature)  
Chris Vogt, President
Printed Name and Title

ATTEST:

By (Signature)  

Printed Name and Title

OWNER:

Key Largo Wastewater Treatment District
Name of Owner

By (Signature)  
Paul Christian, General Manager
Printed Name and Title

ATTEST:

By (Signature)  

Printed Name and Title

END OF FORM
### KLWTD HEADQUARTERS BUILDING REMODEL

<table>
<thead>
<tr>
<th>Item No.</th>
<th>Description</th>
<th>Total Cost</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Furnish and install all interior doors</td>
<td>$8,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Furnish and install windows as per plans A1-4</td>
<td>$11,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Furnish and Install HVAC as per plans M1</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Furnish and Install Electric as per plans E1-2</td>
<td>$82,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Furnish and install interior framing as per plans A1-4</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Furnish and install drywall as per plans A1-4</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Furnish and install cabinetry and desks as per plans A1-4</td>
<td>$16,000.00</td>
</tr>
<tr>
<td>8</td>
<td>Furnish and install flooring as per plans A1-4</td>
<td>$25,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Furnish and apply paint as per plans A1-4</td>
<td>$30,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Furnish and install plaster as per plans A1-4</td>
<td>$10,000.00</td>
</tr>
<tr>
<td>11</td>
<td>Furnish and install exterior awning as per plans A1-4</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>12</td>
<td>Furnish and install door fronts</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>13</td>
<td>Furnish and install plumbing as per plans P1</td>
<td>$30,000.00</td>
</tr>
<tr>
<td></td>
<td><strong>TOTAL COST OF JOB</strong></td>
<td><strong>$280,500.00</strong></td>
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</table>
KLTWD HEADQUARTERS BUILDING REMODEL

November 19, 2015 Value Engineering Meeting

Items excluded or modified from Base Proposal:

1. Interior doors will be solid excluding General Manager's office (2), Chief Information Officer's office, Door leading to main hall offices. These four doors will remain glass panel doors.
2. Delete new exterior glass panel door at break room. Existing solid panel exterior door will remain.
3. Flooring: Laminate flooring to main entry, tiles in bathrooms only, carpet in remaining areas.
4. Standard no noise reduction ceiling tiles thru entire office excluding board room and front foyer area.
5. Suspended acoustical tile ceiling to extend to false beams at Board Room in lieu of floating panels with open area between panels and beams.
6. Acoustical wall insulation limited to General Manager's office, Chief Information Officer's office, Human Resource office, Clerk's office, Customer Conference wall backing the board room and all bathrooms only.
7. Fire Alarm System limited to duct smoke detectors and air handler shut down units only.
8. No Security System
10. Customer Conference Room will have a window instead of a glass wall.
11. Removal of Flex Doors to General Manager's office.
12. No glass block wall to Break Room. Leave as an open area with bull nose edges.
13. Bathrooms: Wall tile will only come up half height with a trim/border piece.
14. No exterior sign off of the side of the building. The sign over the entry will remain.
15. Add Alternate #2 - #4 are excluded from the revised price.
16. Add Alternate #1 Single Portico over entry is included in the revised price; however, portico to be constructed of aluminum components in lieu of concrete and steel construction.

Revised Price: $267,386.76
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: December 1, 2015

Agenda Item Type: Resolution
Agenda Item Scope: Customer Service
Recommended Action: Action: Approval

Department: Customer Service
Sponsor: Rob Bulkiewicz

Subject: REEF Tier I Waiver of Assessments

Summary of Discussion:
Reef Environmental Education Foundation INC requested the waiver of wastewater service and assessment for one parcel (AK#1639753) due to its Tier I designation.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
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<tr>
<td>Operations:</td>
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<td>1. Resolution DRAFT 31-12-15</td>
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<tr>
<td>Administration:</td>
<td>$ 3,380.00</td>
<td>3. Request for waiver</td>
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<td>Finance:</td>
<td>Refunded Uncollected</td>
<td>4. Map</td>
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<td>District Counsel:</td>
<td>Assessment Revenue</td>
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<td>District Clerk:</td>
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<td></td>
</tr>
<tr>
<td>Engineering:</td>
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</table>

Approved By: [Signature]
General Manager
Date: 11/24/2015
RESOLUTION NO. DRAFT 31-12-15

A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF REEF ENVIRONMENTAL EDUCATION FOUNDATION INC FOR REMOVAL OF ONE TAX PARCEL FROM THE 2008 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS the parcel owner, Reef Environmental Education Foundation INC, have waived their right to receive wastewater service to the parcel described in Section 1 ("Tax Parcel") below and now request the District suspend collection of the System Development Charge ("SDC") and all future non-ad valorem Assessments on the Tax Parcel; and

WHEREAS, The Tax Parcel is vacant and classified as Tier I by Monroe County Division of Growth Management; and

WHEREAS, the owners of the Tax Parcel have certified that if they later desire wastewater service to the waived parcel, they agree to pay the full direct and indirect District costs of providing the same; and

WHEREAS, Pursuant to Section 10.06(a)(ii) of the KLWTD General Rules and Regulations, upon application by the owners, the District will waive the SDC, or all future assessments of the SDC, for that tax parcel.

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

The lot designated in Section 1 below be and is excluded from the Key Largo Wastewater Treatment District’s 2008 Non Ad-Valorem Assessment.

Section 1.
PARCEL ID: 00520510-000000
AK NO. 1639753
PARCEL DESCRIPTION: BK 2 LT 1 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46 OR2691-373

Section 2. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

Section 3. AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designee(s) are authorized to take all actions necessary to implement the terms and conditions of this resolution.
RESOLVED AND ADOPTED THIS 1ST DAY OF DECEMBER 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>Commissioner</th>
<th>AYE</th>
<th>NAY</th>
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</thead>
<tbody>
<tr>
<td>Commissioner Asdourian</td>
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<tr>
<td>Commissioner Gibbs</td>
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<td>Commissioner Higgins</td>
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<tr>
<td>Commissioner Majeska</td>
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<tr>
<td>Commissioner Tobin</td>
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</tbody>
</table>

The Chairman thereupon declared this Resolution duly passed and adopted the 1st day of December, 2015.

KEY LARGO WASTEWATER TREATMENT DISTRICT

__________________________________________

, Chairman

ATTEST: Approved to as to form and legal sufficiency

__________________________________________

Katherine Jackson, Clerk Ray Giglio, General Counsel

SEAL
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037
Phone: 305-451-4019
Fax: 305-453-5807

Request for Wastewater Assessment Waiver or Exemption

All fields must be completed, unless indicated as optional, before the request will be reviewed.

Property Owner of Record: Reef Environmental Education Foundation, Inc

Name of Request Initiator: Martha Klitzkie, Director of Operations

Email (optional): martha@REEF.org

Phone: 305-852-0030

PARCEL 1
RE/Parcel ID: 00520510
Alternate Key: 1639753
Parcel Legal Description: BK 2 LT 1 MARION PARK PB4-113 KEY LARGO OR391-790 OR392-965 OR2643-1645/46

PARCEL 2
RE/Parcel ID: __________
Alternate Key: __________
Parcel Legal Description: __________

PARCEL 3
RE/Parcel ID: __________
Alternate Key: __________
Parcel Legal Description: __________

I request a WAIVER of wastewater assessment for the parcel(s) listed above because:

☑ I own a vacant parcel immediately adjacent to a tax parcel served by the District and connected to the District's central wastewater collections system.

☑ I own a vacant parcel designated as Tier I

☐ I own a vacant parcel that receives an annual tax notice due to the wastewater assessment

☐ I request an EXEMPTION of wastewater assessment for the parcel(s) listed above for the reason(s) stated below:

__________________________
Signature

11-17-2015
Date

The completed request form may be mailed to the address below, faxed to 305-453-5807 or hand delivered to the District office located at 98880 Overseas Hwy, Key Largo, FL 33037.

Mailing Address: PO Box 491, Key Largo, FL 33037

KLWTD Form F-19
Tier I Waiver

AK#1639753 (MM 98.3)

Printed: Nov 24, 2015

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

Meeting Date: December 1, 2015

Agenda Item Number: M-1

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

Department: Commissioner's Item
Sponsor: Commissioner Tobin

Subject: **Waive Public Records Request Fee for Margaret Blank**

Summary of Discussion:

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
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<td></td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td>Budgeted: N/A</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Approved By: _______________________________ Date: ________________

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

Meeting Date: December 1, 2015

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

Department: General Manager
Sponsor: Paul Christian

Subject: Approval of Calendar Year 2016 Meeting Dates

Summary of Discussion:
Proposed 2016 Board of Commissioners meeting dates.

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

Financial Impact
Operations: $  
Finance: Funding Source:  
District Counsel:  
District Clerk: Budgeted: N/A  
Engineering:  

Attachments
1. Staff Proposed Board of Commissioners Meeting Dates for 2016

Approved By: ____________________  
Date: 11/24/2015

General Manager
**Board of Commissioners Proposed Meeting Dates**  
**For Calendar Year 2016**

**January**  
1 *Closure – New Year’s Day*  
5 Board Meeting – 4:00 PM  
12 Board Meeting – 4:00 PM  
18 *Closure – Dr. Martin Luther King Jr. Day*  
19 Board Meeting – 4:00 PM

**February**  
2 Board Meeting – 4:00 PM  
9 Board Meeting – 4:00 PM  
16 Board Meeting – 4:00 PM

**March**  
1 Board Meeting – 4:00 PM  
8 Board Meeting – 4:00 PM  
15 Board Meeting – 4:00 PM

**April**  
5 Board Meeting – 4:00 PM  
12 Board Meeting – 4:00 PM  
19 Board Meeting – 4:00 PM

**May**  
3 Board Meeting – 4:00 PM  
10 Board Meeting – 4:00 PM  
17 Board Meeting – 4:00 PM  
30 *Closure – Memorial Day*

**June**  
7 Board Meeting – 4:00 PM  
14 Board Meeting – 4:00 PM  
21 Board Meeting – 4:00 PM

**July**  
4 *Closure – Independence Day*  
5 Board Meeting – 4:00 PM  
12 Board Meeting – 4:00 PM  
19 Board Meeting – 4:00 PM

**August**  
2 Board Meeting – 4:00 PM  
9 Board Meeting – 4:00 PM  
16 Board Meeting – 4:00 PM

**September**  
5 *Closure – Labor Day*  
6 Board Meeting – 4:00 PM  
13 Board Meeting – 4:00 PM  
20 Board Meeting – 4:00 PM

**October**  
4 Board Meeting – 4:00 PM  
11 Board Meeting – 4:00 PM  
18 Board Meeting – 4:00 PM

**November**  
1 Board Meeting – 4:00 PM  
8 Board Meeting – 4:00 PM  
11 *Closure – Veteran’s Day*  
15 Board Meeting – 4:00 PM  
24 *Closure – Thanksgiving Day*  
25 *Closure – Day After Thanksgiving*

**December**  
6 Board Meeting – 4:00 PM  
13 Board Meeting – 4:00 PM  
20 Board Meeting – 4:00 PM  
26 *Closure – Christmas Day*
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: December 1, 2015
Agenda Item Number: P-1

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

Department: Finance
Sponsor: Connie Fazio and Kim Carpenter

Subject: Health Insurance Renewal - FY2016

Summary of Discussion:

Florida League of Cities, our health insurance provider for the past 3 years, has notified KLWTD of the renewal amounts effective January 1, 2016. The rates have decreased by $24.32 per month per employee, for an annual savings of $291.84 per employee, a percentage decrease of 2.95%.

Amount Budgeted for Health Insurance Coverage in FY16: $375,632.85

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

Financial Impact
Operations: 
Finance: $280,797.72
Expense
Funding Source:
Rate Revenue
Budgeted: Yes

Attachments
FMIT/FL League of Cities Rate Quote for Medical and Prescription Benefit Coverage
Coverage Agreement with Optional (paid by employee) Dental and Vision Rates

Approved By: General Manager
Date: 1/24/2015
Florida Municipal Insurance Trust  
Key Largo Waterwater Treatment District  
Rate Quote for Medical and Prescription Drug Benefit Coverage

### Current Rates - UnitedHealthcare Choice Plus Plan 4

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Enrollment</th>
<th>01/01/2016-12/31/2016</th>
<th>Monthly Premium</th>
<th>Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>29</td>
<td>$825.13</td>
<td>$23,928.77</td>
<td>$287,145.24</td>
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<tr>
<td>EE + Spouse</td>
<td>0</td>
<td>$1,774.03</td>
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<tr>
<td>EE + Children</td>
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<td>$1,526.49</td>
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<td>Family</td>
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<tr>
<td><strong>Total</strong></td>
<td><strong>29</strong></td>
<td><strong>$23,928.77</strong></td>
<td><strong>$287,145.24</strong></td>
<td></td>
</tr>
</tbody>
</table>

### Renewal Rates - UnitedHealthcare Choice Plus Plan 4

<table>
<thead>
<tr>
<th>Contract Type</th>
<th>Enrollment</th>
<th>01/01/2016-12/31/2016</th>
<th>Monthly Premium</th>
<th>Annual Premium</th>
</tr>
</thead>
<tbody>
<tr>
<td>Single</td>
<td>29</td>
<td>$800.81</td>
<td>$23,223.49</td>
<td>$278,681.88</td>
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<tr>
<td>EE + Spouse</td>
<td>0</td>
<td>$1,721.74</td>
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<tr>
<td>EE + Children</td>
<td>0</td>
<td>$1,481.50</td>
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<td>$0.00</td>
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<tr>
<td>Family</td>
<td>0</td>
<td>$2,402.43</td>
<td>$0.00</td>
<td>$0.00</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>29</strong></td>
<td><strong>$23,223.49</strong></td>
<td><strong>$278,681.88</strong></td>
<td></td>
</tr>
</tbody>
</table>

**Percent Change**  
-2.95%

### Medicare Exchange Available

**Prescription Drug Copays**

- **Retail:** $10/$35/$60
- **Mail Order:** $25/$87.50/$150
The following Coverage Agreement outlines, in detail, the coverages and premiums agreed upon by the Florida Municipal Insurance Trust and Key Largo Wastewater Treatment District. The effective date of this agreement is 01/01/2016-12/31/2016.

**Coverage / Plans**

Medical Coverage
UnitedHealthcare, Rx Copays $10/$35/$60; 2.5 for mail order $25/$87.50/$150
UnitedHealthcare Dental Coverage
UnitedHealthcare Vision Coverage

**Premiums**

<table>
<thead>
<tr>
<th>UnitedHealthcare Plan 4</th>
<th>UnitedHealthcare Dental 1500</th>
<th>UnitedHealthcare Dental DHMO</th>
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</thead>
<tbody>
<tr>
<td><strong>Employee</strong></td>
<td>Employee</td>
<td>Employee</td>
</tr>
<tr>
<td>$800.81</td>
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<tr>
<td><strong>Employee + Spouse</strong></td>
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<td>$1,481.50</td>
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<tr>
<td>$2,402.43</td>
<td>$115.65</td>
<td>$34.95</td>
</tr>
</tbody>
</table>

**UnitedHealthcare Vision**

| **Employee**           | $6.57                         |
| **Employee + Family**  | $17.65                        |

**Other Specified Items**

Effective October 1, 2015, the Florida League of Cities is partnering with UnitedHealthcare to offer AARP Medicare Supplement and Medicare Advantage plans to decrease the overall cost to the retirees. The current Medicare Supplement plan will no longer be available due to the UnitedHealthcare plans being a more cost effective alternative.

Disclosure (new FMIT groups only)
Dependent SSN for enrollment

**Signatures**

Representative, Florida Municipal Insurance Trust

Date

Representative, Key Largo Wastewater Treatment District

Date

Note: Termination of coverage requires a 45 day written notice.