AGENDA

Board of Commissioners Meeting
103355 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
Susan Heim  Commissioner
Stephen Gibbs  Commissioner
Robert Majeska  Commissioner

DISTRICT STAFF:
Peter Rosasco  General Manager
Ray Giglio  General Counsel
Katherine Jackson  District Clerk
D. AGENDA ADDITIONS, CORRECTIONS OR DELETIONS
   1. Approval of Agenda Action

E. RECOGNIZE DISTRICT STAFF

F. PUBLIC COMMENT

G. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
   1. Minutes of March 14, 2017 3 Action

H. GENERAL MANAGER’S REPORT
   2. FY2018 FKWQIP 23
   3. M-Files Records Software Update 29
   4. EssentialNet Solutions (ENS) Service Agreement 32 Action
   5. General Manager Job Description 65

I. BUDGET AND FINANCE REPORT

J. ADMIN AND CUSTOMER SERVICE REPORT
   1. Contiguous Vacant Waiver – McInerny Waggle Inc AK#1599352 69 Action

RESOLUTION NO. 13-04-17
A RESOLUTION OF THE BOARD OF COMMISSIONER APPROVING THE REQUEST OF MCINERNY WAGGLE INC FOR THE REMOVAL OF ONE TAX PARCEL FROM THE 2016 NON-AD VALOREM ASSESSMENT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

K. OPERATIONS REPORT

L. CONSTRUCTION REPORT

M. ENGINEER’S REPORT

N. LEGAL REPORT

O. COMMISSIONER’S ITEMS

P. ROUNDTABLE DISCUSSION
   1. Unfinished Business

Q. ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305 451-4019 at least 48 hours in advance to request accommodations.
Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Agenda Item Summary

Meeting Date: April 11, 2017  
Agenda Item Number: G-1

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

Department: Legal  
Sponsor: Ray Giglio

Subject: Minutes of March 14, 2017

Summary of Discussion:  
Staff to present the minutes of the previous board meeting to the Board for approval.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 0.00</td>
<td>1. Minutes of March 14, 2017</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>

Approved By: [Signature]  
Date: 4-6-17  
General Manager
MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 PM on March 14, 2017. Present were Chairman David Asdourian and Commissioners Andrew Tobin, Susan Heim, Stephen Gibbs, and Robert Majeska. Also present were General Manager Peter Rosasco with Bishop, Rosasco & Co., Ed Castle with Weiler Engineering, General Counsel Ray Giglio, District Clerk Katherine Jackson, and other appropriate District Staff.

Mr. Ray Giglio led the Pledge of Allegiance.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS

- Commissioner Gibbs added 2 items for discussion: 1) monthly/quarterly maintenance report under Operations Report, and 2) General Manager with legal background under Roundtable Discussion.
- Commissioner Heim requested that item L be moved after item F, that Item K-3 be moved to Legal Report, and that item M be moved after item L.
- Chairman Asdourian requested that item H be moved before L.
- Commissioner Majeska added a discussion of the order of the meetings under Roundtable Discussion.
- Commissioner Heim added 2 discussion items under Roundtable Discussion: 1) E-Mail from Mr. Ray Giglio, and 2) Meeting End.

APPROVAL OF AGENDA

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

PUBLIC COMMENT (F)

<table>
<thead>
<tr>
<th>Name and Address</th>
<th>Subject</th>
</tr>
</thead>
<tbody>
<tr>
<td>Nicholas Mulick Tavernier, FL</td>
<td>Key Largo Wastewater Attorney (Commissioner Heim)</td>
</tr>
<tr>
<td>Dirk Smits 81990 Overseas Hwy Islamorada, FL</td>
<td>Key Largo Wastewater Attorney (Commissioner Heim)</td>
</tr>
</tbody>
</table>
APPROVAL OF MINUTES OF PREVIOUS MEETINGS

Minutes of March 7, 2017 (F-1)

Commissioner Heim requested the line: “The Board decided to retain the current agenda format as is” on page 3 under Proposed Agenda Format Changes (Commissioner Heim) (P-5) be removed.

Motion: Commissioner Majeska made a motion to approve the Minutes of March 7, 2017 as amended and Commissioner Tobin seconded the motion. The motion passed without objection.

OPERATIONS REPORT

Monthly/Quarterly Maintenance Report (G-1)

Commissioner Gibbs requested that the maintenance department give a periodic report to the Board. Mr. Peter Rosasco informed the Board that a maintenance department report will be added to the District’s monthly report.

GENERAL MANAGER’S REPORT

Next Meeting Date (H-1)

Mr. Peter Rosasco reminded the Board that the next Board of Commissioners meeting is scheduled for April 4, 2017.

Reference Manual (H-2)

Mr. Peter Rosasco informed the Board that the extra binder on each commissioner’s desk is a reference manual to be used during Board meetings, and he answered questions from the Board.

Florida Keys Water Quality Improvement Program (FKWQIP) Letter (H-3)

Mr. Peter Rosasco informed the Board that Chairman Asdourian will sign the FKWQIP letter on behalf of the District, which letter will be sent to U.S Representative Carlos Curbello, U.S. Senator Bill Nelson, and U.S. Senator Marco Rubio. Mr. Rosasco explained that this letter will request the assistance of the named representatives in seeking appropriations from the fiscal year 2018 Energy and Water Development Appropriations Bill from the U.S. Army Corps of Engineers Environmental Infrastructure program, and he answered questions from the Board.

Monroe County Check Presentation (H-4)

Mr. Peter Rosasco informed the Board that at the Monroe County Board of Commissioner Meeting on March 8, 2017 at approximately 9 AM, Chairman Asdourian will be presented with the next $1 million installment payment from the Inter-Local Agreement with Monroe County, and he answered questions from the Board.
KEY LARGO WASTEWATER ATTORNEY (COMMISSIONER HEIM) (I-1)

Public Comment: Nicholas Mulick requested that the Board consider him for the vacant District Counsel position, and he presented his background and resume.

Public Comment: Dirk Smits requested that the Board consider his firm, Vernis & Bowling, for the vacant District Counsel position, and he presented his background and qualifications.

Commissioner Heim started the discussion by stating that, in her opinion, a part-time attorney with at least 10 years of experience would suffice for the District. Commissioner Gibbs stated that his preference would be for an attorney who would give sound legal advice that could prevent legal consequences and who would be a team leader. Commissioner Majeska suggested that the Board should prepare an ad for the vacant District Counsel position, and should start by looking over the ad provided by Mr. Peter Rosasco and Mr. Ray Giglio. Commissioner Tobin recommended that the Board hire a part-time attorney who would handle general business and contract with other specialist attorneys for matters such as construction and labor.

The Board agreed on an ad, which is attached to these minutes as "Attachment A," and discussed the cut-off date by which all applications must be submitted to the District.

Staff answered questions from the Board. The Board determined that the cut-off date by which applications must be submitted to the District should be April 30, 2017, and the Board directed staff to place the agreed-upon ad in local media sources, as well as in trade publications.

5 MIN BREAK: 5:28 PM

CONSTRUCTION REPORT

MONTHLY CONSTRUCTION REPORT (J-1)

Mr. Ed Castle presented the monthly construction report and answered questions from the Board.

COMMISSIONER’S ITEMS

PROPOSED AMENDMENT TO PRACTICES AND POLICIES MANUAL (COMMISSIONER GIBBS) (M-1)

Commissioner Gibbs presented Resolution DRAFT No. 11-03-17 to the Board.
Motion: Commissioner Gibbs made a motion to approve Final Resolution No. 07-03-17 and Commissioner Tobin seconded the motion.

Vote on Motion

- Commissioner Gibbs – Aye
- Commissioner Tobin – Aye
- Commissioner Majeska – Aye
- Commissioner Heim – Aye
- Chairman Asdourian – Aye

Motion Passed: 5 to 0

Proposed Amendment to Practices and Procedures Manual (Commissioner Tobin) (M-2)

Commissioner Tobin presented Resolution DRAFT No. 12-03-17 to the Board. Commissioner Heim requested the title “Director of Operations” be amended to “District Engineer.”

Motion: Commissioner Tobin made a motion to approve Final Resolution No. 08-03-17 as amended and Commissioner Gibbs seconded the motion.

Vote on Motion

- Commissioner Tobin – Aye
- Commissioner Gibbs – Aye
- Commissioner Majeska – Aye
- Commissioner Heim – Aye
- Chairman Asdourian – Aye

Motion Passed: 5 to 0

ROUND TABLE DISCUSSION

General Manager with Legal Background (Commissioner Gibbs) (O-1)

Commissioner Gibbs started the roundtable discussion by suggesting that the new General Manager should have some sort of legal background, and he requested that the other Board members think about the idea. Mr. Peter Rosasco informed the Board that this discussion is set for a future meeting.

Order of Meetings (Commissioner Majeska) (P-2)

Commissioner Majeska suggested the Board agree on an order for the meetings, and proposed the following: General Manager’s Report, Budget and Finance Report, Admin and Customer Service Report, Operations Report, Construction Report, Engineer’s Report, Legal Report, Commissioner’s Items and Roundtable Discussion. The Board directed staff to use the new suggested meeting format for future meetings.

The Board discussed the upcoming meetings and directed staff to cancel the April 4, 2017 meeting, to add a meeting on April 24, 2017, and to advertise the change as required.

EXTENSION: 6:05 PM

Motion: Commissioner Heim made a motion to extend the meeting 30 minutes. The motion passed without objection.
E-Mail from Mr. Ray Giglio (Commissioner Heim) (O-3)

Commissioner Heim stated that, in her opinion, Mr. Ray Giglio should request permission from the Board to stop submitting his weekly timesheets. The Board agreed that Mr. Ray Giglio does not need to submit timesheets, as they do not accurately reflect the workload of the District General Counsel at this time.

Meeting End (Commissioner Heim) (O-4)

Commissioner Heim suggested that commissioners should not pack up belongings or leave before the meeting has been formally adjourned.

ADJOURNMENT

The Meeting was adjourned at 6:18 PM.

______________________________
David Asdourian, Chairman

______________________________
Katherine Jackson, Clerk
Attorney Position: The Key Largo Wastewater Treatment District ("District") seeks a Florida attorney to provide legal services. The District is an independent special district subject to Ch. 189, F.S., and it is managed by a 5-member elected Board of Commissioners. The successful candidate will be expected to attend two Tuesday afternoon (4pm to approx. 7 pm) District Board meetings each month, as well as conferences with the General Manager as needed. Legal services generally average 5-10 hours/week in addition to Board meetings. Except for staff and Board meetings, legal services are generally not performed on District premises. The District does NOT pay for travel time or expenses to and from District meetings.

The District is open to retaining firms or individual attorneys as outside counsel. A firm proposing to fill this position must identify the individual who will perform the services and must make a commitment that the individual will attend all meetings and will substantially perform the services.

At least 10 years of experience required. Experience with local government organizations and the Sunshine Law is required. Experience with unregulated utilities, general business law, construction law, labor law, contracts, and bidding is desired.

The applicant must be a member in good standing of the Florida Bar, with references. For further information, please submit a resume and references to: Clerk, Key Largo Wastewater Treatment District, Post Office Box 491, Key Largo, FL 33037; or if by email to: clerk@klwtd.com Applications are due no later than 4:00 p.m., April 28, 2017. Compensation depending on experience. Equal Opportunity Employer.
Please note that Florida has a broad public records law and that any communication with the District, including a response to this announcement, could be considered a public record. The District is not able to hold your response in confidence.
RESOLUTION NO. 07-03-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT MODIFYING BOARD PRACTICES AND POLICIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners ("Board") of the Key Largo Wastewater Treatment District ("District"), at a regularly scheduled meeting on January 17, 2017 adopted the Board Practices and Policies by resolution; and

WHEREAS, the Board Practices and Policies is a document that can be amended at any time; and

WHEREAS, The Board has determine that it would be in the best interest of the District to amend subsection (2) of paragraph “1” of the section entitled, “Conduct of Meetings”; and

WHEREAS, the District desires, by this resolution, to modify subsection (2) of paragraph “1” of the section entitled, “Conduct of Meetings” of the Board Practices and Policies to provide that a commissioner may bring back an item that has been voted on only once.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Board Practices and Policies Modification. Subsection (2) of paragraph “1” of the section entitled, “Conduct of Meetings” of the Board Practices and Policies, on page 1 of 4, which currently provides that:

1. Commissioners have the right to request reconsideration of any item regardless of whether a commissioner was on the winning or losing side of a prior vote, ...

is hereby amended to read,

1. Commissioners have the right to request reconsideration of any item only once regardless of whether a commissioner was on the winning or losing side of a prior vote or did not vote; ...
Section 3. Effective Date. The Board's Practices and Policies attached hereto, as modified by this resolution, shall go into effect immediately upon the adoption of this resolution by the Board of Commissioners.

Section 4. Ratification. Except for the modification contained in Section (2) above, all of the terms, conditions, provisions, and requirements contained in the Practices and Policies approved and adopted by the Board on January 17, 2017, are hereby ratified and shall remain in full force and effect.

Section 5. Authorization of District Officials. The General Manager and/or his designee(s) and the District General Counsel are authorized to take all actions necessary to implement the terms and conditions of this resolution.

RESOLVED AND ADOPTED THIS 14th DAY OF MARCH, 2017

The foregoing RESOLUTION was offered by Commissioner Gibbs who moved its approval. The motion was seconded by Commissioner Tobin and being put to a vote, the result was as follows:

<table>
<thead>
<tr>
<th></th>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman Asdourian</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Commissioner Gibbs</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Commissioner Heim</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td>✔️</td>
<td></td>
</tr>
<tr>
<td>Commissioner Tobin</td>
<td>✔️</td>
<td></td>
</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 07-03-17 duly passed and adopted the 14th day of March, 2017.

KEY LARGO WASTEWATER TREATMENT DISTRICT
RESOLUTION NO. 08-03-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT MODIFYING BOARD PRACTICES AND
POLICIES; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Board of Commissioners ("Board") of the Key Largo Wastewater Treatment District ("District"), at a regularly scheduled meeting on January 17, 2017 adopted the Board Practices and Policies by resolution; and

WHEREAS, the Board Practices and Policies is a document that can be amended at any time; and

WHEREAS, the Board has determined that it would be in the best interest of the District to amend the Board’s Practices and Policies to include a Section entitled, DRAFT AGENDA; and

WHEREAS, the District desires, by this resolution, to modify the Board Practices and Policies to establish procedures governing the preparation of the draft agenda.

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

Section 1. Recitals. The above recitals are true and correct and are incorporated into this Resolution by reference.

Section 2. Board Practices and Policies Modification. The Board’s Practices and Policies, modified to include “DRAFT AGENDA” on page 2 of 4 is hereby amended to read:

DRAFT AGENDA
1. The Clerk shall be responsible for the preparation, content, and form of the draft agenda with the assistance of the General Manager.
2. Commissioners shall have the right to include items and materials in the draft agenda for dissemination to the other commissioners, to staff, and to the general public.
3. In addition to Commissioners, the following persons shall have the right to include items in the draft agenda for dissemination the commissioners, the staff and the general public: 1) the General Manager, 2) the Director of Finance, 3) the District Engineer, and 4) the General Counsel.
Section 3. Effective Date. The Board's Practices and Policies attached hereto, as modified by this resolution, shall go into effect immediately upon the adoption of this resolution by the Board of Commissioners.

Section 4. Ratification. Except for the modification contained in DRAFT AGENDA above, all of the terms, conditions, provisions, and requirements contained in the Practices and Policies approved and adopted by the Board on January 17, 2017, are hereby ratified and shall remain in full force and effect.

Section 5. Authorization of District Officials. The General Manager and/or his designee(s) and the District General Counsel are authorized to take all actions necessary to implement the terms and conditions of this resolution.

RESOLVED AND ADOPTED THIS 14th DAY OF MARCH, 2017

The foregoing RESOLUTION was offered by Commissioner Tobin, who moved its approval. The motion was seconded by Commissioner Gibbs, and being put to a vote, the result was as follows:

<table>
<thead>
<tr>
<th>AYE</th>
<th>NAY</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chairman Asdourian</td>
<td>✓</td>
</tr>
<tr>
<td>Commissioner Gibbs</td>
<td>✓</td>
</tr>
<tr>
<td>Commissioner Heim</td>
<td>✓</td>
</tr>
<tr>
<td>Commissioner Majeska</td>
<td>✓</td>
</tr>
<tr>
<td>Commissioner Tobin</td>
<td>✓</td>
</tr>
</tbody>
</table>

The Chairman thereupon declared Resolution No. 08-03-17 duly passed and adopted the 14th day of March, 2017.

KEY LARGO WASTEWATER TREATMENT DISTRICT
Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Agenda Item Summary

Meeting Date: April 11, 2017

Agenda Item Type: Information / Presentation

Agenda Item Scope: Review / Discussion

Department: General Manager

Sponsor: Peter Rosasco

Agenda Item Number:

Recommended Action: Discussion

Subject: 

**February 2017 Monthly Report**

Summary of Discussion:

Department heads will present their section of the February 2017 Monthly Report.

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**Reviewed / Approved**

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

**Financial Impact**

Operations: $ 0.00

**Attachments**

1. February 2017 Monthly Report

**Approved By:** General Manager  
**Date:** 4-6-17
February 2017 Monthly Report

Key Largo Wastewater Treatment District
103355 Overseas Highway
Tel: (305)451-4019
Operations

Wastewater Treatment Plant

The wastewater treatment plant processed an average of 1.52 million gallons of influent per day (MGD). Zero plant related odor complaints were received for the month of February.

Effluent Quality Report

The effluent quality report is used to determine the quality of discharge from the wastewater treatment plant.

Temporary elevated Nitrogen levels attributed to biomass transfer. Although the monthly average cannot exceed 3.75 mg/l, our permit allows a single sample up to 6.0 mg/l and therefore the District remained compliant.
February Flow
(MGD)

The total flow of influent through the wastewater treatment plant each day.
Composite Daily Peak Salinity
(PPT)

The daily peak salinity for February 2017.

Wastewater Field Operations
There was a total of 28 callouts for the month of February. Of these, 25 were system generated, mostly by low vacuum detection at a vacuum station. These 25 callouts had no effect on the District’s customers and the problems were corrected by the field staff before any negative consequences could occur. The remaining 3 callouts are as follows:

<table>
<thead>
<tr>
<th>Address</th>
<th>Date</th>
<th>Incident</th>
<th>Response</th>
<th>Follow-up Complete?</th>
<th>Damage?</th>
</tr>
</thead>
<tbody>
<tr>
<td>2 Center Lane</td>
<td>February 13, 2017</td>
<td>Backup in shower</td>
<td>Homeowner issue</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>722 Grouper Lane</td>
<td>February 14, 2017</td>
<td>Backup in toilet</td>
<td>Homeowner issue</td>
<td>Yes</td>
<td>No</td>
</tr>
<tr>
<td>561 Oldsmar Lane</td>
<td>February 17, 2017</td>
<td>Sewage backup on property</td>
<td>Replaced clogged suction tube</td>
<td>Yes</td>
<td>No</td>
</tr>
</tbody>
</table>

There was 6 odor complaint for February 2017.

<table>
<thead>
<tr>
<th>Address</th>
<th>Date</th>
<th>Incident</th>
<th>Response</th>
<th>Customer Follow-up Complete?</th>
</tr>
</thead>
<tbody>
<tr>
<td>Lot #325 Calusa</td>
<td>February 10, 2017</td>
<td>Strong odor in area</td>
<td>No odor detected, system working properly</td>
<td>Yes</td>
</tr>
<tr>
<td>6 Atlantic Drive</td>
<td>February 13, 2017</td>
<td>Strong odor in area</td>
<td>Determined odor was not KLWTD related</td>
<td>Yes</td>
</tr>
<tr>
<td>200 Beach Road</td>
<td>February 14, 2017</td>
<td>Strong odor in area</td>
<td>Determined odor was not KLWTD related</td>
<td>Yes</td>
</tr>
<tr>
<td>766 Musa Drive</td>
<td>February 16, 2017</td>
<td>Strong odor in area</td>
<td>No odor detected, system working properly</td>
<td>Yes</td>
</tr>
<tr>
<td>Lot #395 Calusa</td>
<td>February 16, 2017</td>
<td>Strong odor in area</td>
<td>Repaired sensor tube in pit</td>
<td>Yes</td>
</tr>
<tr>
<td>Vacuum Station A</td>
<td>February 27, 2017</td>
<td>Strong odor in area</td>
<td>Determined odor was not KLWTD related</td>
<td>Yes</td>
</tr>
</tbody>
</table>
Callouts – Prior 12 Months

Islamorada

Peak Daily Salinity

<table>
<thead>
<tr>
<th>Average Daily Flow</th>
<th>Monthly Peak Salinity</th>
<th>Days over 4.0 PPT Salinity</th>
<th>Monthly Bill</th>
</tr>
</thead>
<tbody>
<tr>
<td>0.52 Million</td>
<td>1.3 Parts per Thousand</td>
<td>0</td>
<td>Flow: $67,676.10</td>
</tr>
<tr>
<td>Gallons per Day</td>
<td></td>
<td></td>
<td>Salinity: $0</td>
</tr>
</tbody>
</table>

Commercial Tie-Ins Approved

1. Angler’s Reef – 77 EDUs
## Construction
### Current Construction Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>FY17 Budgeted</th>
<th>Expended to Date</th>
<th>Contract Amount</th>
<th>Contract End Date</th>
<th>Status Update</th>
</tr>
</thead>
<tbody>
<tr>
<td>Chemical Storage and Feed</td>
<td>$10,000</td>
<td>$380,705</td>
<td>$721,183</td>
<td>7/10/2017</td>
<td>Notice to Proceed issued 2/10/17. Sodium Hydroxide concrete pad poured and pump skid mount layout revised.</td>
</tr>
<tr>
<td>WWTP Blower Upgrades</td>
<td>$55,980</td>
<td>$1,577,340</td>
<td>$2,637,893</td>
<td>4/26/2017</td>
<td>All blowers are installed. Installation of electric actuators scheduled for installation 3/2017.</td>
</tr>
<tr>
<td>Vacuum Station F Booster Pump</td>
<td>N/A</td>
<td>N/A</td>
<td>$15,837.61</td>
<td>N/A</td>
<td>WEC designed vacuum boosting system for permanent installation. Mink 5 hp booster pump ordered. Installation pending delivery.</td>
</tr>
</tbody>
</table>

### Upcoming Construction Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>Headworks Bypass Piping</td>
<td>Preliminary layout and cost estimate is complete. Design drawings are underway. Discussing repair of the grit headcell with District staff and vendor to determine if the District wants this included in the project.</td>
</tr>
<tr>
<td>Process Water Pumping System</td>
<td>Weiler Engineering and District staff have determined the minimum and maximum pumping rates. Researching if a packaged pumping system with variable speeds and multiple pumps would be sufficient for project.</td>
</tr>
<tr>
<td>Stormwater Retention Area Project</td>
<td>Weiler Engineering putting together plans and technical specifications for the restoration of the stormwater retention area that has been blinded over years of accumulation of silt, grass clippings and construction activities.</td>
</tr>
</tbody>
</table>
Customer Service

Tie-Ins

<table>
<thead>
<tr>
<th></th>
<th>Number of EDUs</th>
<th>% of EDUs</th>
<th>Number of Parcels</th>
<th>% of Parcels</th>
</tr>
</thead>
<tbody>
<tr>
<td>Improved Parcels</td>
<td>369.10</td>
<td>2.5%</td>
<td>244</td>
<td>2.4%</td>
</tr>
<tr>
<td>Not Connected</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Improved Parcels</td>
<td>14,611.90</td>
<td>97.5%</td>
<td>10099</td>
<td>97.6%</td>
</tr>
<tr>
<td>Connected</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Total</td>
<td>14,981.00</td>
<td>100%</td>
<td>10,323</td>
<td>100%</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th></th>
<th>Vacant EDUs Not Connected</th>
<th>Vacant Parcels Not Connected</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>1,721.80</td>
<td>1,780</td>
</tr>
</tbody>
</table>

Customer Service Call-Ins

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval to Proceed</td>
<td>20</td>
</tr>
<tr>
<td>Back-Up</td>
<td>3</td>
</tr>
<tr>
<td>Code Compliance</td>
<td>2</td>
</tr>
<tr>
<td>Collections</td>
<td>5</td>
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<tr>
<td>Construction</td>
<td>3</td>
</tr>
<tr>
<td>Damage</td>
<td>1</td>
</tr>
<tr>
<td>Demo Inspection</td>
<td>1</td>
</tr>
<tr>
<td>Locate</td>
<td>16</td>
</tr>
<tr>
<td>MOD Call</td>
<td>7</td>
</tr>
<tr>
<td>Misc.</td>
<td>1</td>
</tr>
<tr>
<td>Odor</td>
<td>6</td>
</tr>
<tr>
<td>Tie-In</td>
<td>40</td>
</tr>
<tr>
<td>Total</td>
<td>105</td>
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</table>

Code Enforcement

<table>
<thead>
<tr>
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<th>February</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Letter to Proceed</td>
<td>8</td>
<td>569</td>
</tr>
<tr>
<td>Grant</td>
<td>21</td>
<td>19,328</td>
</tr>
<tr>
<td>Deferred</td>
<td>1</td>
<td>119</td>
</tr>
<tr>
<td>In Contract</td>
<td>2</td>
<td>336</td>
</tr>
<tr>
<td>Final Notice</td>
<td>6</td>
<td>204</td>
</tr>
<tr>
<td>Door Hanger</td>
<td>0</td>
<td>333</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td>9</td>
<td>229</td>
</tr>
</tbody>
</table>

*Code Enforcement files will be taken to the Monroe County Code Enforcement Department the last week of the month.
Budget & Finance

Current Debt Status

<table>
<thead>
<tr>
<th>Loan Description</th>
<th>Amount</th>
</tr>
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<tbody>
<tr>
<td>SRF Loan - KLNCO1P</td>
<td>$16,556,614.22</td>
</tr>
<tr>
<td>SRF Bonded Loan - KLNCO 010</td>
<td>$10,228,223.63</td>
</tr>
<tr>
<td>SRF Loan - KLP 020</td>
<td>$489,554.70</td>
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<tr>
<td>SRF Loan - KLSC 464030</td>
<td>$1,794,777.84</td>
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<tr>
<td>BB&amp;T 2013 Bond</td>
<td>$7,964,224.18</td>
</tr>
<tr>
<td>BB&amp;T 2014 Bond</td>
<td>$7,965,432.11</td>
</tr>
<tr>
<td><strong>Current Balance of all loans:</strong></td>
<td><strong>$44,998,826.68</strong></td>
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Cash Flow

<table>
<thead>
<tr>
<th>Category</th>
<th>Deposits</th>
<th>Withdrawals</th>
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<tbody>
<tr>
<td>Wastewater Billing Deposits</td>
<td>$553,085.77</td>
<td></td>
</tr>
<tr>
<td>Assessment Revenue Received</td>
<td>$197,834.45</td>
<td></td>
</tr>
<tr>
<td>(Non-Ad Valorem &amp; SDC Prepayments)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Islamorada Flow &amp; Salinity</td>
<td>$67,676.10</td>
<td></td>
</tr>
<tr>
<td>District Expenditures</td>
<td></td>
<td>$535,272.10</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td>$818,596.32</td>
<td>$535,272.10</td>
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</table>

GSG/CDBG Status

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<thead>
<tr>
<th>Category</th>
<th>Approved</th>
<th>In Verification Process</th>
<th>Incomplete Applications</th>
<th>Denied</th>
<th>Withdrawn</th>
</tr>
</thead>
<tbody>
<tr>
<td>February</td>
<td>186</td>
<td>41</td>
<td>4</td>
<td>91</td>
<td>102</td>
</tr>
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</table>

Total Grant Applications

424
## Financial Metrics

Cost of Treatment Index (Cost per 1,000 Gallons)

<table>
<thead>
<tr>
<th></th>
<th>Plant</th>
<th>Field Operations</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Direct Materials</td>
<td>$44,846.45</td>
<td>N/A</td>
<td>$44,846.45</td>
</tr>
<tr>
<td>(Chemicals)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Direct Labor</td>
<td>$29,191.56</td>
<td>N/A</td>
<td>$29,191.56</td>
</tr>
<tr>
<td>(Plant Personnel)</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Factory Overhead</td>
<td>$72,363.21</td>
<td>$157,523.12</td>
<td>$229,886.33</td>
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<tr>
<td>Treated Influent Flow</td>
<td>42,444</td>
<td>N/A</td>
<td>42,444</td>
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<tr>
<td>(/1,000 Gallons)</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Cost of Treatment Index</td>
<td>$3.449</td>
<td>$3.100</td>
<td>$7.161</td>
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</tbody>
</table>

---

## Cost of Treatment Index Trend

(Treatment Cost per 1,000 Gallons)
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: April 11, 2017

Agenda Item Number: H-2

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

Department: Sponsor:
General Manager Peter Rosasco

Subject:
FY2018 FKWQIP

Summary of Discussion:
General Manager to report on the status of the FY2018 FKWQIP.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations: ________</td>
<td>$ 0.00</td>
<td>1. Memo from Fred Hicks</td>
</tr>
<tr>
<td>Administration:</td>
<td></td>
<td>2. FY2018 FKWQIP Letter</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>

Approved By: ___________________________ Date: 4-6-17

General Manager
April 5, 2017

TO: Peter Rosasco

FROM: Fred B. Hicks

SUBJECT: FKWQIP Local Sponsor March 28 Meetings in Washington

The group included:

Commissioner Robert Majeska and General Manager Peter Rosasco, Key Largo Wastewater Treatment District; Mayor Dan Zieg and Chuck Lindsey, City of Marathon; Mayor Jim Mooney, Councilwoman Deb Gillis, Councilman Mike Foster, City Manager Seth Lawless, Roget Bryan, Village Attorney, Village of Islamorada; Jim Davenport, Federal advocate for Islamorada; Rick Marks, Federal Advocate for Marathon; Fred B. Hicks, Federal advocate for the Key Largo Wastewater Treatment District.

Goals of the trip included:

1. Report on progress in sewering the Key Largo Wastewater Treatment District, Marathon, and Islamorada and demonstrate the continued ability of the three local sponsors to continue to obligate funds received from the Army Corps of Engineers.

2. Urge the South Florida House Congressional Delegation and both Senators to support FY17 Corps of Engineers Environmental Infrastructure funding in the Energy and Water Appropriations. This is the funding source that has provided over $50 million to the FKWQIP local sponsors for sewers. A decision is expected in late April with regard to FY17 funding.

3. Request that the Florida Congressional Delegation support Corps of Engineers Environmental Infrastructure funding in the FY18 Energy and Water Appropriations bill.

4. Lay the groundwork at Corps of Engineers Headquarters for the FKWQIP being included in any FY17 Work Plan issued by the Corps. The Work Plan provides details on how the Corps plans to spend the FY17 funding provided by the Congress.
The group was well received. Members of Congress, their staffs and Corps of Engineers Headquarters staff all expressed a keen appreciation for the water quality improvements made possible by the installation of sewers. They also expressed respect for the fact that FKWQIP local sponsors have accepted the challenge of sewering their areas of the Keys and in doing so have succeeded in preserving both their unique marine environment and the economic base of their communities. It was also recognized that these achievements have been made possible by a high degree of cooperation and coordination among the local sponsors. This was very much on display during our March 28 meetings in DC.

Although fiscal year 2017 began on October 1, 2016 Congress has not completed work on the FY17 funding cycle. That should come on or about April 28. We are optimistic that Environmental Infrastructure will once again be a part of the final version of the Energy and Water Appropriations bill as it has been for a number of years. If that proves to be the case the next focus will be on mobilizing support from the Florida Congressional Delegation for having the FKWQIP included in the Corps of Engineers Work Plan for FY17. Congress will direct that the Corps Work Plan be released either 30 or 60 days after Congress finalizes the FY17 Appropriations cycle. We should therefore know the fate of our FY17 efforts no later than the end of June.

At the same time Congress is finalizing FY17 appropriations it is also beginning to focus on the FY18 Appropriations cycle. The new fiscal year begins on October 1 and once again we are laying the groundwork for the South Florida House Delegation and both our Senators to request that Corps of Engineers Environmental Infrastructure funding be included in the FY18 Energy and Water Appropriations bill. We should have a good idea of the status of this effort in early October.

March 28 Meetings included:

- Chris Sweet, Senior Legislative Assistant, Congressman Mario Diaz-Balart. Congressman Diaz-Balart is a senior Member of the House Committee on Appropriations which has jurisdiction over the Corps of Engineers funding for the FKWQIP.

- Congresswoman Debbie Wasserman Schultz. Congresswoman Schultz is a Member of the House Appropriations Committee and also of the Appropriations Subcommittee on Energy and Water Appropriations which funds the Army Corps of Engineers.

- Congressman Carlos Curbelo and his staff to discuss FKWQIP funding for both FY17 and FY18 and to encourage and support his leadership in circulating letters for the signatures of the Florida Congressional Delegation on behalf of Corps of Engineers sewer funding in the Keys.
• Stacey Brown, Deputy Chief, South Atlantic Division Army Corps of Engineers Headquarters in support of the FKWQIP being included in the Corps’ FY17 Work Plan.

• Samantha Nelson, Democratic Staff of the Senate Subcommittee on Energy and Water Appropriations in support of Corps of Engineers FY17 Environmental Infrastructure funding.

• Senator Bill Nelson to request his continuing leadership in helping to secure Congressional funding for the Corps Environmental Infrastructure program and also for his support in having the FKWQIP included in the FY17 Corps of Engineers Work Plan.

• Lauren Reamy, Deputy Legislative Director for Senator Marco Rubio to provide an update on the FKWQIP effort in the Keys and to ask for Senator Rubio’s support for FY17 Corps Environmental Infrastructure funding and for the FKWQIP to be included in the Corps’ FY17 Work Plan.
March 16, 2017

Dear Chairman Simpson & Ranking Member Kaptur:

As you develop the Energy & Water Appropriations bill for FY18, we respectfully request that you include the following language under the U.S. Army Corps of Engineers (USACE) Construction Account:

- "Army Corps Construction, Environmental Infrastructure, $60,000,000"

Environmental infrastructure projects provide short and long term public health benefits, including measurable improvements to public and environmental health through the construction of advanced wastewater treatment systems, and significant job creation.

During FY18, USACE Environmental Infrastructure funding will be used to construct wastewater treatment systems designed to protect and restore the near shore waters of the Florida Keys National Marine Sanctuary. Established in 1990, the Sanctuary is a federally recognized flag-ship marine space that protects the only living coral reef in the continental U.S. and the third largest coral reef system in the world. Unfortunately, its existence is in serious jeopardy due to the effects of South Florida’s land-based pollutants – primarily wastewater discharge and storm water runoff.

The USACE Environmental Infrastructure account provides a vital funding source to wastewater projects across the country. As has been shown in the Florida Keys, these projects are essential to protecting our environment and supporting our local economies. We thank you for your consideration of this very important issue.

Sincerely,

Carlos Curbelo (FL-26)

Ted Deutch (FL-22)
Congress of the United States
House of Representatives
Washington, DC 20515–0926

Ileana Ros-Lehtinen (FL-27)
Lois Frankel (FL-21)
Debbie Wasserman Schultz (FL-23)

Alcee Hastings (FL-20)
Brian Mast (FL-18)
Frederica Wilson (FL-24)
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: April 11, 2017
Agenda Item Number: H-3

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

Department: General Manager
Sponsor: Peter Rosasco

Subject: M-Files Records Software Update

Summary of Discussion:
Staff to present a memo outlining the recent procurement of M-files - records management software.

Financial Impact:

<table>
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<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 9,181.25</td>
<td>1. Memo from Katherine Jackson</td>
</tr>
<tr>
<td>Administration:</td>
<td></td>
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<tr>
<td>Finance:</td>
<td>Funding Source:</td>
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<tr>
<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td>Partially</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: ___________________________ Date: 4-6-17
General Manager
Memo

To: KLWTD Commissioners  
Cc: Peter Rosasco, General Manager  
From: Katherine Jackson, District Clerk  
Date: April 5, 2017  
Re: M-Files Records Retention Software

Dear Commissioners,

It is generally accepted that organizations that have in place a comprehensive system that can handle all their information, operate at a vastly superior level of efficiency compared to those that still rely on paper files and folders.

However, even if an organization keeps most of its documents in digital form, it can still suffer many of the same drags on productivity as paper-filing systems, primarily because of the amount of time that is wasted searching through multiple folder locations for misplaced documents. This inefficiency is often compounded by the proliferation of multiple versions of the same file that results in errors and repeated work.

Consequently, unless an organization has an efficient overarching document management framework, it can be almost impossible for that organization to enact reliable file organization and optimize efficiency. The inherent inefficiency associated with a traditional folder structure is particularly problematic for governmental organizations—like KLWTD—that are required by law to maintain and produce large quantities of documents.

In an effort to overcome these obstacles and create a more streamlined process for records retention, staff has researched several programs that take an intuitive approach to electronic filing and decided on a program that provides document management by using a familiar Windows interface. Because of that very familiar interface, employees don’t have to change the way they work, and they can fully exploit the benefits of the more efficient document management framework.

The program is called M-Files, and it uses a unique electronic filing system that puts all an organizations documents in one easy-to-search vault – where employees can find what they want, when they want it. This software will allow staff to easily migrate all current electronic files into a manageable workflow; to process paper records into an electronic format; to
eliminate duplicate file storage; and to conduct searches based on "full-text" document content and tags or keywords, not just file names.

This M-Files software will also allow staff to ensure that all State of Florida records retention requirements are met through an automated process. Moreover, in addition to State of Florida requirements, M-Files maintains a compliance level in accordance with ISO 9001 (International Quality Standard) and FDA 21 CFR Part 11 (Food and Drug Administration – Code of Federal Regulations).

For all of these reasons, staff has recommended, and the General Manager has approved, the purchase of M-files records retention software.

Respectfully Submitted,

[Signature]

Katherine Jackson
District Clerk
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: April 11, 2017

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

Department: General Manager
Sponsor: Peter Rosasco

Subject: EssentialNet Solutions (ENS) Service Agreement

Summary of Discussion:
Staff to present ENS Service Agreement.

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

Financial Impact
$82,440.00 Expense
Funding Source: Rate Revenue
Budgeted: 
Line Item Transfer from Payroll

Attachments
1. E-Mails from Ray Giglio
2. ENS Service Agreement

Approved By: ____________________________ Date: 4-6-17
General Manager
RE: EssentialNet Solutions with KLWTD

Ray Giglio <ray.giglio@klwtd.com>  Thu, Apr 6, 2017 at 11:40 AM
To: Katherine Jackson <katherine.jackson@klwtd.com>

For Agenda

Ray

(305) 340-9198
rayg@klwtd.com

---

From: John Redrup [mailto:jr@ensusa.com]
Sent: Wednesday, April 5, 2017 3:37 PM
To: Ray Giglio
Cc: peter.rosasco@klwtd.com; Leslie Redrup
Subject: RE: EssentialNet Solutions with KLWTD

Ray,

I have enclosed the new proposal and see below in yellow the responses to your questions and summary of our phone conversation. I suspect you will have a few questions, please call my cell at 321-684-1130. Thanks for all your help!

Best Regards,

John L. Redrup, Jr.
EssentialNet Solutions
http://www.ensusa.com
321-259-3242 ofc

For faster support send your email to helpdesk@ensusa.com
From: Ray Giglio [mailto:ray.giglio@klwtd.com]
Sent: Tuesday, April 04, 2017 5:35 PM
To: John Redrup
Cc: Peter L. Rosasco
Subject: RE: EssentialNet Solutions with KLWTD

John,

John,

From: Ray Giglio

To: EssentialNet Solutions

John Redrup

jr@ensusa.com

Cc: Peter Rosasco; Commissioners

Re: EssentialNet Solutions with KLWTD

___

John,
Please find attached my red-lined (Word) version of the proposed Agreement that you had forwarded to the Key Largo Wastewater Treatment District (KLWTD). I have also attached a PDF version showing the changes I have made as well as a PDF version showing the final (changes accepted) version. I have incorporated your changes.

By the terms of this Agreement, EssentialNet Solutions (ENS) proposes to provide IT augmentation and remote management and monitoring services to KLWTD. Attached to the Agreement is your original 3/31/2017 invoice/proposal, which indicates that on signing the Agreement, KLWTD would be required to pay ENS the sum of $6,870 plus mileage and lodging charges (not specified) for the on-site representatives of ENS. This $6,870 sum includes a one-time Remote Manage Services Installation Charge of $1,600. Mileage has been calculated based on our last visit and is delineated in the proposal to be 525 miles at $.535 per mile per the current IRS mileage rate for 2017.

As we discussed in our telephone conference of even date, the subsequent monthly base charge that KLWTD would have to pay ENS for its services would be $5,270, plus mileage and lodging costs (not specified). [i.e. $6,870 - $1,600 = $5,270 per month or $82,440 per year, plus unspecified mileage and lodging costs for each monthly on-site visit.] See adjusted proposal with defined mileage cost.

In that telephone conference, you indicated to me that you would be making up two new invoices: one for the first month’s initial $1,600 charge; and one for the base monthly charge of $5,270. Again, for the first month and in each subsequent month, KLWTD would also pay mileage and lodging costs for the ENS employees who perform on-site work in Key Largo. Done with mileage rate incorporated, shown in Exhibits A and B.

In connection with that on-site work in Key Largo, I wish to confirm that ENS has agreed to send two (2) employees to KLWTD each month for two (2) full days of work (i.e. sixteen (16) hours each, for a total of thirty-two (32) man hours per month), but that KLWTD will only be billed for sixteen (16) hours per month. We will guarantee one man per month for two days (16 hours), that is what we are quoting in our agreement. However, we do expect that we will be sending two techs down for both of these days. They may decide to leave early on the second day, dependent on traffic, weather and workload.

I also wish to confirm that one of the employees who will be sent to KLWTD each month as ENS’s on-site rep is David Blaze, and that you will be sending documentation of his qualifications, training, and experience as well as similar information regarding the qualifications, training, experience of the other ENS employees. Confirmed. David Blaise, our senior engineer whose resume is shown in Exhibit E will be there each month.

In that same vein, you indicated that the mileage charge would be based upon the standard federal rate, which is currently $.55/mile, and that the mileage charge should amount to approximately $300 additional per month. You also indicated that for on-site work exceeding thirty (32) hours per month, KLWTD would be billed at the rate of $105/hour. The hourly rate for additional work beyond the scope of this agreement will be invoiced at $105.00 per hour. The mileage rate is $.535.

Lastly, you mentioned that you would be sending KLWTD information about what “Level 2 Managed Services” entail. That would be very much appreciated, as the Agreement indicates that what ENS will be providing to KLWTD is Level 2 Managed Services. See Exhibit C.
I believe that all of the above, as well as the changes I made to the Agreement, are consistent with our telephone conversation. Please let me (or Peter Rosasco) know if any of the above, or any of my changes, are inconsistent with your understanding of the Agreement between KLWTD and ENS and/or are unacceptable to ENS. See above.

[Quoted text hidden]
[Quoted text hidden]

2 attachments

- image001.jpg
  4K

- IT Proposal (Autosaved).docx
  509K
Mr. Peter Rosasco  
General Manager  
Key Largo Wastewater Treatment District  
103355 Overseas Highway  
Key Largo, Florida 33037

March 31, 2017

Mr. Rosasco,

EssentialNet Solutions is pleased to provide this proposal for IT augmentation and remote management and monitoring services for the Key Largo Wastewater Treatment District. ENS toured the administrative offices, vacuum station E, White Rhino office, and main plant on Tuesday, March 28th and we feel confident we have a good grasp of the scope of effort required. As a result of KLWTD IT staff reduction, we are proposing to supply 16 man-hours onsite time per month. While this normally would mean one person for two days, most months we will have two technicians for two days, thus providing the district up to 32 man-hours and invoicing for 16. Our goal is to always over service our clients.

ENS is uniquely qualified to provide IT services to KLWTD, as it has been assisting municipal government clients with their IT needs since 1998. Some of our clients are and have been the Village of Islamorada, Monroe County and the City of Marathon. Many of our municipal clients have various utilities such as wastewater, water, electricity and gas, and as such we feel that we have a good understanding of the infrastructure requirements of SCADA applications.

The Scope of work ENS will provide will include:

RMM (Remote monitoring and management) solution for KLWTD that will encompass:

1. Critical server components, parameter Monitoring, Alerting and Remediation
2. Critical desktop components, parameter Monitoring, Alerting and Remediation

www.ensusa.com  
email: info@ensusa.com
3. Critical network components such as edge routers, switches and wireless access point Monitoring, Alerting and Remediation
4. Monitoring, Alerting and Remediation of critical applications such as Sewer Care, BSNA, and all backups
5. 24X7 Helpdesk and trouble ticketing via email or telephone

Additionally as stated above, ENS will supply 16 hours of onsite staff augmentation.

David Blaise will be the ENS engineer assigned to this account. David has over 18 years of IT experience and current supports the City of Marathon and has worked with the City of Newport Rhode Island. David traveled to the district last week, and is confident he understands the scope of work required to support the IT needs of the district. His resume is included in Exhibit D.

Over time, ENS will strive to understand the work flow and determine computer requirements, and work toward reducing the amount of time/fees/costs as deemed appropriate. ENS will also provide IT input to the yearly budget process, looking at current and future needs with an eye toward technology advances and budget constraints.

I have enclosed our investment summary, our standard contract and a list of our municipal references. Please feel free to contact them. We are proud of the products services we provide and feel that our clients value our services as well.

Sincerely,

[Signature]

President
EssentialNet Solutions
Agreement
For
Level 2 Managed Services
For
Key Largo Wastewater Treatment District

Presented By:

John L. Redrup, Jr., President
EssentialNet Solutions
7145 Turner Road
Suite 102
Rockledge, Florida 32955
321-259-3242
April 5, 2017
1.0 Term of Agreement

This Agreement between Key Largo Wastewater Treatment District, herein referred to as Client, and Networked Solutions, Inc. (dba ENS), hereinafter referred to as Service Partner, shall become effective on the date it is fully executed by an authorized officer of both of the Parties., and shall remain in force for a period of 12 month(s). This Agreement shall automatically renew for a subsequent term equal to the initial term, beginning on the day immediately following the end of the Initial Term, unless either party has given the other party thirty (30) days’ prior written notice of its intent not to renew this Agreement.

1.1 This Agreement may be terminated by either party upon thirty (30) days’ written notice to the other.

1.2 Service Partner may immediately terminate this agreement in the event Client fails to perform its obligation for payment of invoices pursuant to this Agreement. In such event, Service Partner shall have the right to immediately recover for all services performed prior to the date of termination. Client shall be liable for all costs of collection including reasonable attorney’s fees incurred by Service Partner to enforce its rights under this Agreement.

1.3 If either party terminates this Agreement, Service Partner will assist Client in the orderly termination of services, including timely transfer of the services to another designated contractor. Client agrees to pay Service Partner the actual costs of rendering such assistance at then-current labor rates.

2.0 Fees and Payment Schedule

Charges will be invoiced to Client on a monthly basis, and Client shall make payment in accordance with the provisions of the FLORIDA PROMPT PAYMENT ACT, Florida Statutes section 218.70 et seq. Service Partner reserves the right to suspend services if payment is not received within 30 days following due date.

It is understood that Services requested by Client falling outside of the terms of this Agreement will be considered Projects, and will be quoted and billed as separate, individual Services at then-current rates. See Exhibits A and B.

3.0 Taxes

It is understood and agreed that no Federal, State or Local Taxes shall be added to any invoice for services or materials rendered under this Agreement. Client shall provide Service Partner with a valid exemption certificate for the state of Florida.

4.0 Services and Coverage

Client desires to engage Service Partner for the IT augmentation and remote management, monitoring, maintenance and support of its information technology infrastructure as described in Exhibit C. Service Partner shall provide Client with IT
Managed Services, as more specifically defined below, which shall include regular remote network software management, and both remote and on-site technical assistance as necessary, including, but not limited to, the following:

1. Critical server components, parameter monitoring, alerting and remediation.
2. Critical desktop components, parameter monitoring, alerting and remediation.
3. Critical network components such as edge routers, switches and wireless access point monitoring, alerting and remediation.
4. Monitoring, alerting and remediation of critical applications such as, but not limited to, SewerCare, BSA, and all backups.
5. 24X7 Helpdesk and trouble ticketing.
6. Staff augmentation of up to thirty-two (32) man hours once per calendar month. (However, the Client will only be billed for sixteen (16) hours per month.

4.1 Remote Support
Remote Helpdesk, management, and remediation of Client’s information technology infrastructure and networks will be provided to the Client by Service Partner through remote means 24 hours per day, 7 days per week, 365 days per year including public holidays.

4.2 Support, Monitoring, and Remediation
Service Partner will respond to Client’s Trouble Tickets within 2 hours. Trouble Tickets must be opened by Client’s designated Contact Person(s), by email or phone to Service Partner’s Help Desk. Unless it is immediately clear that a service call requires on-site service, Service Partner will treat each service call as a remote service call. Each call will be assigned a Trouble Ticket number for tracking. Monitoring Services will be provided by Service Partner 24 hours per day, 7 days per week, 365 days per year, including public holidays.

4.3 Service outside Normal Working Hours
Outside of normal business hours (8:00 am – 5:00 pm Monday through Friday) support and remediation services will be provided by a designated on-call person(s), who will attempt to remediate the issue and/or alert/involve additional resources. However, requests for support outside of normal business hours must be initiated via a phone call to the Service Partner’s designated on-call person(s).

4.4 Service Calls Minimum Charge
If Client requests on-site service that is outside the scope of this Agreement, Client shall be billed for a minimum of 1-hour labor at the then-current rate ($105.00 per hour). Travel and expenses, if applicable, will be applied as additional expense upon Client approval.

4.5 Emergency on-site service
In the event of an emergency requiring on-site service, whether that on-site service is within or is outside of the scope of this Agreement, and whether the emergency occurs within or outside of normal business hours, Service Partner will respond to Client’s emergency, and will be on-site in Key Largo, within 24 hours of the occurrence of the emergency. For the purposes of this paragraph, an emergency is a situation that poses (or is likely to pose) an immediate risk to health, life, property, or the environment;
and/or a situation that causes (or is likely to cause) a disruption to, or the interruption of, the regular and normal services provided by the Client, Key Largo Wastewater Treatment District.

5.0 Additional Maintenance Services

5.1 Hardware/System Support
Service Partner shall provide support of all hardware and systems, provided that all Critical Hardware is covered under a currently active Vendor Support Contract; or replaceable parts be readily available, and all Software be Genuine, Currently Licensed and Vendor-Supported. Should any hardware or systems fail to meet these provisions, Service Partner reserves the right to exclude them from this Service Agreement. Should 3rd Party Vendor Support Charges be required in order to resolve any issues, these will be passed on to the Client after first receiving the Client’s authorization to incur them.

5.2 Virus, Malware, and Denial of Service (DoS) Attack Recovery
Damages caused by, and recovery from, virus infection, malware, and DoS Attacks of any kind are covered under and by the terms of this agreement.

5.3 Monitoring Services
Service Partner will provide ongoing monitoring and security services of all of Client’s information technology infrastructure and devices, including, but not limited to information technology infrastructure and devices located in Client’s administrative offices and Wastewater Treatment Plant, as well as the administrative areas of each of the Client’s Vacuum stations. Upon request, Service Partner will provide monthly reports as well as documentation of critical alerts, scans and event resolutions to Client at no additional cost or expense to Client.

6.0 Client Responsibilities and Minimum Best Practices Baseline Targets

6.1 Under Managed Services, the Client agrees that, within a reasonable timeframe and as Client’s budget allows, Client’s existing environment will be brought up the following minimum baseline per industry-recognized Best Practices: 6.1.1 All Server and Desktop Software must be Genuine, Licensed, and Vendor-Supported.

6.2 Under Managed Services, the Client agrees that existing environment will meet and maintain the following minimum baseline per industry-recognized Best Practices upon execution of this agreement. 6.2.1 The environment must have a currently licensed, up-to-date and Vendor-Supported Server-based Antivirus Solution protecting all Servers, Desktops, Notebooks/Laptops, and Email. Client’s Antivirus Solution software shall be deemed approved by Service Partner, unless Client is notified to the contrary in writing by the Service Partner.
6.2.2 The environment must have a currently licensed, Vendor-Supported Server-based Backup Solution as approved by Service Partner. Client’s Backup Solution shall be deemed approved by Service Partner, unless Client is notified to the contrary in writing by the Service Partner.

6.2.3 Client is expected to maintain manufacturer’s warranties on all hardware. Service Partner may at its sole discretion elect to include day-to-day support for hardware that is not covered under a manufacturer’s warranty; however, Service Partner reserves the right to exclude any piece of non-warranty hardware from the contract with written notification to Client. Client also understands that any repair or replacement parts provided for failed hardware that is not under warranty will be billed outside of this agreement.

6.2.4 Client is required to maintain active support agreements with any third party software vendor that does not included free support for its products in order for that application to be supported under this agreement.

6.2.5 Client understands that Service Partner will limit user access to network resources and access levels required for those users to do their jobs. Service Partner will provide full access to network resources to anyone the client designates, but managed access to the network resources is a critical part of maintaining a controlled, efficient, and product technology environment.

6.2.6 Client is expected to immediately alert Service Partner concerning any third party activity on Client’s network or hardware, or the addition by a third party of additional critical hardware or software to Client’s systems.

6.2.7 Client will allow the installation of Service Partner monitoring software on Client’s network as necessary to allow for the performance of the services contemplated in this agreement, and also agrees to allow Service Partner to inventory all covered equipment.

6.2.8 Notwithstanding the provisions of section “7.4” below, Service Partner shall be responsible for any damage to Client’s information technology infrastructure and/or devices that is proximately and directly caused by the installation and/or operation of Service Partner’s monitoring software on Client’s network, whether or not such damage was the result of negligence on the part of Service Partner.

Costs required to bring Client’s environment up to baseline are not included under this agreement and will be quoted separately.

7.0 Indemnities and Limitations of Liability

7.1 Infringement Claims. Subject to the limitations set forth in Section 7.3, Service Partner and Client each agree to indemnify defend and hold the other harmless against any action to the extent that such action is based upon a claim that the software or Confidential Information provided
by the indemnitor, or any part thereof, infringes upon the intellectual property rights of any third party.

7.2 Third Party Indemnification of Service Partner
Client acknowledges that by entering into and performing its obligations under this Agreement and each order, Service Partner will not assume and should not be exposed to the business and operational risks associated with Client's business, and Client therefore agrees, subject to Section 7.3, to indemnify, defend and hold Service Partner harmless from any and all third party claims, actions, damages, liabilities, costs and expenses (including attorneys' fees and expenses) arising out of or related to the conduct of Client’s business, including, without limitation, the use by Client of the services provided by Service Partner in accordance with this Agreement.

7.3 Procedures.
All Indemnification obligations under this Section 7.0 shall be subject to the following requirements: (a) the indemnified party shall provide the indemnifying party with prompt written notice of any claim; (b) the indemnified party shall permit the indemnifying party to assume and control the defense of any action upon the indemnifying party’s written acknowledgment of the obligation to indemnify (unless, in the opinion of counsel of the indemnified party, such assumption would result in a material conflict of interest); and (c) the indemnifying party shall not enter into any settlement or compromise of any claim without the indemnified party's prior written consent, which shall not be unreasonably withheld. In addition, the indemnified party may, at its own expense, participate in its defense of any claim. In the event that the indemnifying party assumes the defense of any such claim, the indemnifying party shall have no liability for attorney's fees and costs incurred by the indemnified party.

7.4 Liability.
In the absence of a showing of gross negligence, and subject to the provisions of section 6.2.8 above, service partner does not accept liability beyond the remedies set forth herein, including any liability for services not being available for use or for lost or corrupted data or software, or the provision of services and support. Service partner will not be liable for lost profits, loss of business or other consequential, special, indirect, or punitive damages, even if advised of the possibility of such damages, or for any claim by any third party except as expressly provided herein. Client agrees that for any liability related to the purchase of products or services, in the absence of a showing of gross negligence, the service partner is not liable or responsible for any amount of damages above one month's dollar amount paid by client for the purchase of services under this agreement. Client acknowledges that service partner would not enter into this agreement without these limitations on liability.

8.0 Confidentiality

8.1 Scope of Obligation
In connection with the Services performed under this Agreement, the parties may have access to the other party’s Confidential Information. “Confidential Information” means non-public information that the disclosing party designates as being confidential or which under the circumstances surrounding disclosure ought to be treated as
confidential and information received from others that the disclosing party is obligated to treat as confidential. Confidential Information includes, without limitation, information relating to the disclosing party's software or hardware products which may include source code, data files, documentation, specifications, databases, networks, system design, file layouts, tool combinations and development methods, as well as, information relating to the disclosing party's business or financial affairs, which may include business methods, marketing strategies, pricing, competitor information, product development strategies and methods, Client lists and financial results. Confidential Information includes all tangible materials which contain Confidential Information whether written or printed documents, computer disks or tapes whether user or machine readable. The parties agree to maintain the confidentiality of the Confidential Information and to protect as a trade secret any portion of the other party's Confidential Information by preventing any unauthorized copying, use, distribution, installation or transfer of possession of such information. Each party agrees to maintain at least the same procedures regarding Confidential Information that it maintains with respect to its own Confidential Information, but in no event less than a reasonable standard of care. Without limiting the generality of the foregoing, neither party shall permit any of its personnel to remove any proprietary or other legend or restrictive notice contained or included in any material provided by the disclosing party and the receiving party shall not permit its personnel to reproduce or copy any such material except as expressly authorized hereunder. A party's Confidential Information may only be used by the other party in order to fulfill its obligations under this Agreement.

8.2 Exceptions
Confidential Information shall not include any information that: (a) is already known to the receiving party or its affiliates; (c) is received by the receiving party from a third party without any restriction on confidentiality; (d) is independently developed by the receiving party or its affiliates; (e) is disclosed to third parties by the disclosing party without any obligation of confidentiality; or (f) is approved for release by prior written authorization of the disclosing party.

8.3 Residual Rights
Each party acknowledges that the other may, as a result of its receipt of or exposure to the other party's Confidential Information, increase or enhance the knowledge and experience retained in the unaided memories of its directors, employees, agents or contractors. Notwithstanding anything to the contrary in this Agreement, each party and its directors, employees, agents or contractors may use and disclose such knowledge and experience in such party's business, so long as such use or disclosure does not involve specific Confidential Information received from the other party. The disclosing party will not have rights in such knowledge and experience acquired by the recipient party, nor rights in any business endeavors of the recipient party which may use such knowledge and experience, nor rights to compensation related to the recipient party's use of such knowledge and experience.

8.4 Irreparable Harm.
Both parties acknowledge that any use or disclosure of the other party's Confidential Information in a manner inconsistent with the provisions of this Agreement may cause the non-disclosing party irreparable damage for which remedies other than injunctive
relief may be inadequate, and both parties agree that the non-disclosing party may request injunctive or other equitable relief seeking to restrain such use or disclosure without the necessity of proving actual harm or posting bond.

8.5 Survival of Obligation.
The terms and provisions of this Section 8.0 shall survive any expiration or termination of this Agreement.

9.0 Ownership of Work Product

9.1 General
All worldwide intellectual property rights associated with any ideas, concepts, techniques, processes or other work product created by Service Partner during the course of performing the Services shall belong exclusively to Service Partner, and Client shall have no right or interest therein. Unless this Agreement is terminated by Service Partner for Client's material breach or failure to make payments to Service Partner, Service Partner hereby grants to Client a perpetual, royalty-free, nontransferable, nonexclusive license to use, solely for Client's internal business purposes, the object code form of any application software programs or other work product created by Service Partner in performing the Services.

9.2 Development Tools
Notwithstanding anything to the contrary in this Agreement, Service Partner will retain all right, title and interest in and to all software development tools, know-how, methodologies, processes, technologies or algorithms used in providing the Managed Services which are based on trade secrets or proprietary information of Service Partner or are otherwise owned or licensed by Service Partner. Licenses will not be deemed to have been granted by either party to any of its patents, trade secrets, trademarks or copyrights except as otherwise expressly provided in this Agreement. Nothing in this Agreement will require Service Partner or Client to violate the proprietary rights of any third party in any software or otherwise.

9.3 Further Assurances.
Service Partner and Client agree to execute and deliver such other instruments and documents as either party reasonably requests to evidence or effect the transactions contemplated by this Section 9.0. The provisions of this Section 9.0 will survive the expiration or termination of this Agreement.

10.0 Right to Engage In Other Activities

Client acknowledges and agrees that nothing in this Agreement will impair Service Partner's right to perform services or acquire, license, market, distribute, develop for itself or others or have others develop for Service Partner similar technology performing the same or similar functions as the technology and Services contemplated by this Agreement.

10.1 Independent Contractor
Service Partner is an independent contractor. Neither Service Partner nor Client are, or shall be deemed for any purpose to be, employees or agents of the other and neither party shall have the power or authority to bind the other party to any contract or obligation.

11.0 Settlement of Disputes

11.1 Notice and Mediation
In the event a dispute arises regarding the interpretation of the terms and conditions of this Agreement, the parties agree to meet with each other in an effort to achieve a good faith resolution of the dispute within five working days of the date either party receives written notification from the other that there is a dispute.

In the event the parties are unable to arrange a meeting within the required time, the parties may mutually agree, in writing, to schedule the meeting at a later date. In the event the meeting is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from, or related to the dispute.

Either party’s willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

In the event the parties are unable to reach an amicable resolution of the dispute at the meeting required above, the parties agree to participate in non-binding mediation in a good faith effort to resolve the dispute within ten working days of the date of their initial dispute resolution meeting. The mediator shall be selected by mutual agreement of the parties. In the event the parties are unable to agree, the mediator shall be selected in accordance with the rules of the American Arbitration Association. Each party shall be responsible for its own costs in participating in any such mediation, and one half of the costs of the mediator.

In the event the parties are unable to arrange mediation within the required time, the parties may mutually agree, in writing, to schedule the mediation at a later date. In the event the mediation is delayed by mutual agreement, neither party shall be entitled to compensation for any delay arising from, or related to the dispute.

Either party’s willful and deliberate refusal, or failure, to meet this requirement shall serve as a complete abandonment of any rights or defenses that party may have in regard to the matter in dispute.

11.2 Litigation
If the Parties are unable to resolve the dispute by mediation, the Client shall retain any and all rights Client may have to institute a legal action to enforce Client’s interpretation of the Agreement, and Client is entitled to recover any damages authorized by the Agreement, by equity or by law in the event Client prevails in such litigation.
In no event shall any statements or other communications between the parties at mediation, whether the communication is to the other party, a third party or the mediator, or any documents produced by either party, a third party or a mediator in the mediation in accordance with the requirements of these provisions be admissible in the event of any subsequent litigation between the parties.

12.0 Assignment

Neither party shall assign its rights or obligations under this Agreement without the prior written consent of the other party, which shall not be unreasonably withheld or delayed. Notwithstanding the foregoing, either party may assign this Agreement to an entity who acquires substantially all of the stock or assets of such party; provided that consent will be required in the event that the non-assigning party reasonably determines that the assignee will not have sufficient capital or assets to perform its obligations hereunder. All terms and provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective permitted transferees, successors and assigns.

13.0 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida, without reference to conflict of laws principles. Venue for all legal actions under this Agreement shall be in Monroe County, Florida or in the federal Courts serving Monroe County Florida.

14.0 Service of Notice

All notices or other relevant communications required hereunder shall be in writing and shall be deemed to be sufficient if personally delivered, sent by registered or certified mail (return receipt requested) or express courier service with postage and/or courier charges pre-paid to the parties’ respective addresses provided above. In the event, there is a limited time to respond to any notices given under this contract, the period of time to provide notice shall run from the date of receipt of the notice by Client or Service Partner. In no event shall notices delivered by facsimile or electronic mail be considered “notice” under the terms and conditions of this contract.

For the purposes of providing notice under this contract, the Authorized Representative of Service Partner is John Redrup and, the Authorized Representative of Client is the General Manager of the Key Largo Wastewater Treatment District and may not be changed except in writing specifically referring to this paragraph of the contract. Any communication addressed to any other individuals shall not serve as notice under the terms and conditions of this contract.

15.0 Entire Agreement and Modifications

Each party acknowledges that it has read this Agreement and further agrees that the Agreement is the complete and exclusive statement of the parties and supersedes and merges all prior proposals, understandings, and agreements, oral or written,
between the parties relating to the subject matter hereof, including without limitation, the terms of any Client request for proposal. No modification, amendment, supplement to or waiver of this Agreement shall be binding upon the parties hereto unless made in writing and duly signed by both parties.

16.0 Severability

In the event any one or more of the provisions of this Agreement is held to be invalid or otherwise unenforceable, the enforceability of the remaining provisions shall be unimpaired.

17.0 Force Majeure

Service Partner shall not be responsible for failure to perform under this Agreement when its failure results from any of the following causes: Acts of God or public enemies, civil war, insurrection or riot, fire, flood, explosion, earthquake or serious accident, strike, labor trouble or work interruption, loss of a IP address or other disruption to Internet connection, or any cause beyond its reasonable control.

18.0 Non Solicitation of Employees

18.1 Client acknowledges that Service Partner has a substantial investment in its employees that provide Services to Client under this Agreement and that such employees are subject to Service Partner’ control and supervision. In consideration of this investment, Client agrees not to solicit, hire, employ, retain, or contract with any employee of the other, without first receiving Service Partner’ written consent.

18.2 If any employee terminates his or her employment with Service Partner (regardless of the reason for termination), and is employed by Client (or any affiliate or subsidiary of Client) in any capacity either during or within a one (1) year period, Client shall immediately pay Service Partner an amount equal to 50% of the then current yearly salary or wage paid by Service Partner to such employee.

19.0 Agreement Headings and Numbering

Paragraph headings and numbers used in this Agreement are included for convenience of reference only, and, if there is any conflict between any such numbers and headings, and the text of the Agreement, the text shall control.

20.0 Execution and Acceptance of Service Agreement

This Agreement may be executed in one or more counterparts, each of which shall be considered and original, but all of which together shall constitute one and the same instrument. The addition of executed Quotes for Services, not included in Exhibit A at the signing of this Agreement, shall result in an adjustment to the Client’s monthly charges.
IN WITNESS WHEREOF, the parties hereto have caused this Service Agreement to be signed by their duly authorized representatives as of the date set forth below.

Accepted by:

John L. Redrup
EssentialNet Solutions

Authorized Signature ____________________________ Service Partner ____________________________ Date ____________________________

General Manager
Key Largo Wastewater Treatment District

Authorized Signature ____________________________ Service Partner ____________________________ Date ____________________________
Exhibit A

Proposal for installation of Remote Managed Services

Networked Solutions, Inc. dba/EssentialNet Solutions
7145 Turner Rd. Suite 102
Rockledge FL 32955

Proposal

<table>
<thead>
<tr>
<th>Date</th>
<th>Proposal #</th>
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<tbody>
<tr>
<td>4/5/2017</td>
<td>3696</td>
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Name / Address

Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, FL 33037

Ship To

Key Largo Wastewater Treatment District
103355 Overseas Highway
Key Largo, FL 33037

<table>
<thead>
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<th>P.O. No.</th>
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<th>Description</th>
<th>Qty</th>
<th>Cost</th>
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</tr>
</thead>
<tbody>
<tr>
<td>1.2 Managed Services</td>
<td>Remote Manage Services Installation (one time charge)</td>
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<td>Mileage</td>
<td>Installation travel to be billed based on actual expenses - mileage at the annual IRS rate (2017 rate is $0.535 not to exceed $300 per visit)</td>
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<td>Lodging</td>
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</table>

7.50%

0.00

1,600.00

280.88

0.00

Total

$1,880.88

Thank you for the opportunity to quote.

Customer Signature

Phone #

3212593342
# Proposal for Remote Monthly Managed Services and Staff Augmentation

Networked Solutions, Inc. dba/EssentialNet Solutions  
7145 Turner Rd, Suite 102  
Rockledge FL 32955

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>Cost</th>
<th>Total</th>
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<tr>
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<td>Level 2 Managed Services Core Networking - 24/7 monitoring - 3 Firewall - 5 Switches - APC - NAS - Unlimited Remote Support (monthly charge)</td>
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<td>MSL2 ServerPhysical</td>
<td>Level 2 Managed Services Physical Server - 24/7 Monitoring - PM - Patch Management - Unlimited Remote Support (monthly charge)</td>
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<td>215.00</td>
<td>645.00</td>
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<td>MSL2 ServerVirtual</td>
<td>Level 2 Managed Services Virtual Server - 24/7 Monitoring - PM - Patch Management - Unlimited Remote Support (monthly charge)</td>
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<td>MSL2PC</td>
<td>Level 2 Managed Services Computer - 24/7 Monitoring - PM - Patch Management - Unlimited Remote Support (monthly charge)</td>
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<td>MSL2PC</td>
<td>Level 2 Managed Services Laptop - 24/7 Monitoring - PM - Patch Management - Unlimited Remote Support (monthly charge)</td>
<td>17</td>
<td>40.00</td>
<td>680.00</td>
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<td>Engineering Labor</td>
<td>Onsite engineering technical support (16 hours monthly)</td>
<td>16</td>
<td>105.00</td>
<td>1,680.00</td>
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Total: $5,550.88

Thank you for the opportunity to quote.

Customer Signature

321-359-3342
Exhibit C

Managed Services Level 2 Descriptions of Services

1) Standard Scope of Services
   a) Service Partner will provide 24x7 monitoring of Client's IT infrastructure, including servers, workstations, firewalls, routers and switches.
   b) Service Partner is responsible for assuming the day-to-day support, management, and maintenance of Client's IT infrastructure to include as needed end user support.
   c) Service Partner will provide on-site and remote support resources necessary to manage and maintain Client's network and IT infrastructure.
   d) Service Partner will assign a Primary Engineer to client who will serve as the day-to-day technical point of contact responsible for the following:
      i) Day-to-day management and support of client infrastructure
      ii) Directing support resources
      iii) IT project management
      iv) Coordination of IT vendor Services
      v) Coordination of IT procurement in line with established client policy
      vi) Aligning IT support strategy with stated company objectives
      vii) Attending established IT management meetings as set by client
   e) Service Partner will assign an Account Manager who will support client for any non-technical needs including:
      i) Resolving any customer service issues
      ii) Contract review and modifications
      iii) Quoting for requested products and services
      iv) Billing inquiries
      v) Attending established IT management meetings as set by client
   f) Service Partner will provide access to other resources as needed to support the client's infrastructure to include Virtual CIO and project management.
   g) 24-hour support is included at no additional cost for business critical priority one (1) and high priority two (2) issues.

2) Out of Scope Services
   a) Any services identified as out of scope will be brought to Client's attention for authorization before services are performed.
   b) Remediation of issues that are the result of Client's activities including:
      i) Client's modification of its server or workstation environments that are not as directed by Service Partner
      ii) Repeated unsafe or unreasonable behavior resulting in otherwise avoidable Service Partner support
   c) Out of Scope services are generally defined as services that fall outside of normal business hours (except for critical priority one (1) and high priority two (2) issues), or that are not associated with the day-to-day management and maintenance of the Client's IT infrastructure. Examples of out of scope services include:
i) Services that require the use of project resources, resources outside of the assigned on-site and remote support team, or when the need for external resources is identified

ii) Fixed price projects

iii) Custom software development

iv) Structured cabling

v) Web application development

d) Service Partner reserve the right to identify out of scope services; however, Client must agree before any services are provided that would result in additional charges

e) Service Partner will bill for out of scope resources on a time and materials or fixed price basis as determined by Client preference. This includes additional support for any task or project not associated with the day-to-day management and maintenance of Clients IT infrastructure.

Service Level Agreement:

<table>
<thead>
<tr>
<th>Category</th>
<th>Description</th>
<th>Response Time (BHR / AHR)</th>
<th>Update Customer</th>
<th>Escalation Threshold</th>
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</thead>
<tbody>
<tr>
<td>Critical</td>
<td>Business critical systems down (server, network, primary application, etc.). Business cannot perform work at all.</td>
<td>30min / 1hr</td>
<td>Every 2hr</td>
<td>2hr</td>
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<tr>
<td>High</td>
<td>Time sensitive: Critical business systems are not functioning properly, not down and not all users affected. Urgent problem, requires timely attention.</td>
<td>1hr / 2hr</td>
<td>Every 4hr</td>
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<td>Medium</td>
<td>Non-critical problems or requests: requests ranging from application issues to printer error and user setup/provisioning (Add/Change request), non-critical items not impacting day to day operation</td>
<td>2hr / NBD</td>
<td>As needed but at least every 24 hours unless scheduled.</td>
<td>24hr</td>
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<tr>
<td>Low</td>
<td>Requests that can be handled when time permits; maintenance, information request, user information, etc., or are scheduled such as hardware/software deployments</td>
<td>4hr / NBD</td>
<td>As needed but at least every 72 hours unless scheduled.</td>
<td>48hr</td>
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Exhibit D

Client References

Town of Ocean Ridge and Police Department (since 1/2012)
Hal Hutchins, Chief of Police 561-369-1950
Complete IT support of Town Hall and Police Department. Managed Services infrastructure is deployed for 1 server, 3 virtual servers and 9 workstations. Support FCIC, PBSO and FDLE access.

Town of Juno Beach and Police Department (since 1/2008)
Brian Smith, Chief of Police 561-656-0316
Complete IT support of Town Hall and Police Department. Managed Services infrastructure is deployed for 2 servers and 33 workstations. Support FCIC, PBSO and FDLE access.

City of Marathon (since 2002)
Diane Clavier, City Clerk 305-289-4102
Complete IT support of Town Hall, Marina, Recreation and Fire Departments. Managed Services infrastructure is deployed for 2 physical servers, 9 virtual servers and 40 workstations. SCADA system is also supported for their wastewater collection and treatment application.

Town of Haverhill (since 2012)
Janice Rutan, MMC, Town Administrator 561-689-0370
Complete IT support of Town Hall. Managed Services infrastructure is deployed for 1 physical server and 7 workstations.

City of Starke (since 1999)
Ricky Thompson, City Clerk 904-964-5027
Complete IT support of City Hall, Public Works for 2 servers and 15 workstations. Support MUNIS financial application. SCADA system is also supported for water, gas and electric utility applications.

ACT-USA International (since 2003)
Melbourne
Jack Gemmell, President 321-725-4200
Complete IT support of corporate office with 1 physical Server, 5 virtual servers, and 10 workstations.

Certified General Contractors, Inc. (since 2005)
Melbourne
Adam Broadway, Owner 321-984-5000
Complete IT support of 1 server and 12 workstations.

Trinity Presbyterian Church (since 1998)
Satellite Beach
Scott Jordan, Administrator 321-777-2060
Complete IT support for 2 server and 25 workstations.
Exhibit E

Technical Staff Resumes

John L. Redrup, Jr. CEO
David M Blais, Senior Network Engineer
Romaeo L Williams, Help Desk Technician

No resume for Jonathan Redrup, IT technician with 4 years of experience
John L. Redrup, Jr.

7164 Egbert Street
Melbourne, Florida 32940
321-259-3242
jr@ensusa.com

Objective
Establish Company, Managerial, and Technical Credentials

Experience
1997-Present EssentialNet Solutions, Melbourne, FL

President/CEO
- Responsible for managing small IT company
- Focus on municipalities, medical, and legal firms
- Manages technical networking, web design and clerical employees
- Current municipal customers include the City of Marathon, Village of Islamorada, City of Starke, Town of Juno Beach,
- Personally maintains over 75 servers and 700 desktops for various clients
- Personally manages own email and web servers
- Proficient in Microsoft server and desktop operating systems and applications, including but not limited to: Windows 2008 and 2008 Server, Exchange 2007, 2010 and 2013, Remote Desktop, DNS, IIS, All Windows Desktop Operating Systems, Microsoft and VMWare Virtualization, Dell Equallogics Dell Servers

1993-1997 Coastal Rehabilitation, Inc. Indian Harbour Beach, FL

Vice President/Co-Owner
- Built company into fastest growing company in Brevard County, 13th fastest growing company in Florida.
- Managed over 85 Physical, Occupational, and Speech Therapists throughout Florida.

1977-1997 Various High Tech Companies

Senior Sales Representative, Program Manager, Systems Analyst,
Systems Programmer
- Managed and marketed factory automation projects for Fortune 100 companies.
  - Key customers include General Motors, Shell Oil, Dupont, Michelin Tire, Alcoa Aluminum, Florida Power and Light.
  - Proficient in many computer languages

1973–1977 University of Central Florida, Orlando, FL

Student
- Bachelor’s Degree Computer Science – Systems Option

Military

Interests
Computers, Fishing, Diving, Jogging.

Additional Education/Qualifications
- Microsoft Certified Professional # 2990573
- American Management Association “The Management Course”.
- Various communications, management and strategic sales seminars
- USCG 100 ton Master’s License
- Proficient in basic web html, active server pages

Personal References available on request
David M. Blais
3051 Savannah Way (401) 258-0505
Melbourne, FL 32955 Hawkeyedmb@gmail.com

Technical Skills
- Experience with Routers, firewalls, switches, spam filters, and unified threat management
- Ability to design and architect networks, both multi-site and single site
- Experience building and maintaining Microsoft Windows Servers
  - Including Administering Active Directory, DHCP, DNS, and NTFS Permissions
- Experience building and maintaining Microsoft Exchange Servers
- Experience building and maintaining Virtual Environments including VMWare ESXi and Microsoft Hyper-V
- Experience building, maintaining, and migrating to Office 365 Cloud and OS33 Cloud solutions
- Experience working with SANS and NAS integration
- Providing end user support
- Experience maintaining System Patches, Application upgrades

Certifications
- Certified SonicWALL Security Administrator

Technical Work History
Senior Network Engineer, EssentialNet Solutions
November 2016 to Present
Responsibilities include:
- Lead Engineer for multiple municipal clients
- Windows/Linux Server installation, configuration and maintenance
- Windows/Linux virtual server installation, configuration and maintenance
- Network monitoring and maintenance including routers, switches and storage area networks
- Mentoring to junior technicians

Senior Network Engineer, Technology Advisory Group
September 2009 – November 2016
Responsibilities Included:
- Built and Maintained Client’s Network infrastructure using:
  - VMWare ESXi 4.1 – 6.0 and Microsoft Hyper-V Virtual Servers
  - Sonicwall, WatchGuard, and Cisco Routers
  - Dell, HP, Netgear, and Linksys Managed Switches
  - Cisco, Sonicwall, and Netgear Wireless Access Points
- Setup and Maintained Servers, Workstations, and Cloud Environments such as:
  - Microsoft Windows 2003 – 2016 Server
- Microsoft Windows XP - 10 Workstations
- Microsoft Office 365 and OS33 Cloud Environments
  - Train Clients on various hardware and software usage such as:
- Inventory Hand Scanners, Printers, and Mobile Devices
- Microsoft Office Applications and other Business Applications
  - Assist with Monitoring Managed Services and On Call Services

Technical Work History – Continued

Network Specialist, City of Newport
March 2007 – August 2009
Responsibilities Included:
  - Maintain and administer City’s Microsoft Windows 2003 Servers and LAN/WAN network
  - On call Public Service Support
  - Maintain Telephone Systems, Internet Services, and Cell Phones
  - City Staff Software and Hardware Training
  - Software and Hardware Setup and Troubleshooting
  - Work closely with City Vendors and Consultants

Computer Consultant, PC Troubleshooters
September 2006 – March 2007
Responsibilities Included:
  - Troubleshoot home and business computers
  - Setup Networks, Servers, and Workstations
  - Train Clients on various hardware and software usage

Network Administrator, Comprehensive Community Action Programs
Responsibilities Included:
  - Maintain and administer agency’s Microsoft Windows 2003 Server and LAN/WAN network
  - Maintain Telephone Systems and Internet Services
  - Agency Wide Software Training
  - Assist with any other technical related needs

Network Administrator, Comprehensive Community Action, Cranston Child Development Center Head Start and Day Care
June 2004 – November 2005
Responsibilities Included:
  - Maintain and administer Microsoft Windows 2003 Server and LAN network
  - Maintain Telephone Systems and Internet Services
  - Staff Software Training
  - Assist with any other technical related needs
Managed Medicaid Billing for Head Start Program

**Technical Work History – Continued**

**Facilities Manager, New Horizons Computer Learning Center of Rhode Island**

*September 2001 – March 2002*

*December 1998 – November 2000*

Responsibilities included:
- Maintain and administer the center’s Microsoft Windows NT 4.0 / 2000 Server, LAN Network, as well as, Novell 4.11 Server for classroom imaging
- Create, setup, and troubleshoot Classroom and Center Software/Hardware
- Assist with Staff Training
- Maintain Center’s Telephone System and Internet Services
- Assist with Center’s Maintenance and upkeep

**Applications Instructor, New Horizons Computer Learning Center of Rhode Island**

*May 1998 – December 1998*

Responsibilities included;
- Teach software packages to Center’s clients including; Microsoft Office, Corel Office, Lotus Office, Internet Browsers, Web Development, Programming, Contact Information Software, as well as other Packages
- Setup Center’s Classroom Software

**Non-Technical Work History**

**Green keeper, Cranston Country Club, Inc.**

*March 2004 – June 2004*

*March 2003 – October 2003*

*March 2002 – November 2002*

*April 2001 – November 2001*

*May 1989 – November 1997*

Responsibilities Included;
- Maintain the course by fertilizing, cutting, and repairs
- Assist with Computerized Irrigation System operations
- Assist Superintendent and Assistant Superintendent with day to day operations

**Sales Associate, Toys R Us**

*December 1995 – July 1996*

Responsibilities Included;
- Assist Customers
- Setup Displays and Merchandise
- Assist with Inventory Control
- Assist with day to day operations

**Non-Technical Work History - Continued**

**Assistant Director, Margaret M. Jacoby Observatory CCRI**
January 1995 – November 1995
Responsibilities Included;

- Lead public tours to the observatory for viewing
- Assist Professor Jacoby in various day to day operations
- Assist in class setup for Astronomy and Physics Classes

Other Skills

- Ability to work independently, as part of a team, and multi task when needed
- Strong communication skills both; written and oral
- Ability to perform under pressure
- Strong desire to always improve myself

Education

New England Institute of Technology, Warwick, RI

Cranston High School West, Cranston, RI
High School Diploma, June 1994
Romaeo L. Williams
1515 Huntington Ln. # 921, Rockledge FL 32955 (321)305-8842

Objective: To secure a position as a valued member of your IT department that leverages my achievements, skills, and talent for identifying problems and implementing feasible and efficient solutions.

Education:
Rockledge High School- Rockledge, FL 05/2004 High School Diploma
Brevard Community College- Cocoa, FL 01/11/2010- 08/09/2010 General AA Received August 9, 2010
University of Central Florida- Orlando, FL B. S. in Information Technology with a minor in Network Security (to be completed)
Florida Career College – West Palm Beach, FL 03/20/2009- 12/12/2010 Computer Repair Certification received 12/17/09
** Public Security Clearance held**

Technical Summary

Software:
- AD (Active Directory)
- Thorough understanding of Microsoft Products (Sever 2003/08, Office 2003/07/10/13, XP, Windows 7, Windows 8, Adobe, and a number of other applications and software
- EZ Hire – Employee Onboarding tool of Siemens
- OCS Inventory Tool
- Ticketing Systems: Remedy, Clarify, Crystal Reports, LabTech, and Continuum
- QuickBooks

Skills:
- Strong problem-solving and trouble-shooting
- Quickly learn and master new technology; equally successful in both team and self-directed settings
- Ability to work in fast paced environments and adapt quickly to changing situations
- Exceptional communication, Interpersonal, multi-tasking, technical, organizational skills
- Commitment to maintaining the highest standard of customer service through oral and written communications

Networking:
- LAN, WAN (VPN), Wireless, & Mobile
- Proficient at configuring internet connectivity hardware (T1, DSL, & Cable)
- Equally as proficient in configuring routers, switches, and WAPs

Relevant Work Experience

EssentialNet Solutions (Networked Solutions, Inc.) – Help Desk Technician
Date: 10/2015- Present
- Comprehend the needs of internal and external customers and responds in a timely; accurate and respectful manner
- Answer incoming phone calls and work issues in accordance with the standards of ENS and the established contact and escalation procedures
- CJIS Certified
- Conduct FDLE Security Audit and Documentation
- Assist with various outages, (Network and electric related)
• Authentication issues - password resets, account unlocks and re-enabling/disabling
• Responsible for handling day-to-day applications support
• Responsible for creating and updating documentations of processes, best practices, and technical instructions based off of problem management findings
• Provide remote support to our customers via Logmein, VNP, and Teamviewer
• Liaison between various escalation points.
• Troubleshoot and resolves issues by applying effective, investigative methods and service desk troubleshooting procedures
• Implement new technologies, ideas, software, and hardware to aid the customer in achieving maximum productivity and efficiency.
• Computer imaging/reimaging and deployments

Harris – Tier I Help Desk Support  Date: 02/2015 – 10/2015
• Answer incoming phone calls and work issues in accordance with the SLA and the established contact and escalation procedures
• Responsible for handling day-to-day applications support
• Assist with various outages, Citrix Support, PKI and Smartcard Configuration and
• Authentication issues - password resets, account unlocks and re-enabling
• Responsible for creating and updating documentations of processes, best practices, and technical instructions for Support Groups based off of problem management findings
• VPN (FRAC) Client support
• Liaison between TIER 1 and various escalation points.
• Troubleshoots and resolves issues by applying effective, investigative methods and service desk troubleshooting procedures
• Comprehend the needs of internal and external customers and responds in a timely; accurate and respectful manner

Siemens: Global Shared Services - Operations Analyst  Date: 11/2010- April 2014
• Responsible for End User Assets and Inventory Management
• Assist in reviewing and implementing End User Computing projects (E.g. Exchange Mailbox Upgrade to Exchange 2007 from Exchange 2003
• Responsible for Software Deployment to End User Assets; which includes Testing, Approval, and Deployment
• Assist with various outages, Citrix Support, PKI and Smartcard Configuration and Authentication issues, FTP Client and Server configuration support, ESX Server Administration, Web Server Administration and SSL Certificates), Remedy
• Responsible for creating documentations of processes, best practices, and technical instructions for Support Groups based off of problem management findings
• Configure VoIP phones and service on user’s computers
• Create new user accounts in Remedy & responded to tickets within the remedy system, clarify, and Citrix
• Provided support of Smartphone (iPhone and Android) devices
• VPN Client support & account setup
• Involved in the implementation and testing of new innovative ideas, hardware, and rollouts in a production environment (E.G. VDI (Virtual Desktop Infrastructure) Client, Windows 7 rollout, and smart mobile.)
• Responsible for setting up and maintaining various system and accounts as well as ensuring accounts are provisioned and de-provisioned during the onboarding and termination processes of employees.
• Provide a wide range of end user support on a local level as well as globally
• Responsible for handling day-to-day applications supports
• Assist in the training and development of new users
Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Agenda Item Summary

Meeting Date: April 11, 2017
Agenda Item Number: H-5

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

Department: General Manager
Sponsor: Peter Rosasco

Subject: **General Manager Job Description**

Summary of Discussion:
General Manager Peter Rosasco will present the proposed General Manager job description.

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<th>Reviewed / Approved</th>
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<td>Operations:</td>
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<td>1. General Manager Job Description</td>
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<td>District Counsel:</td>
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Approved By: [Signature]
General Manager
Date: 4-6-17
Located in the beautiful Florida Keys, the Key Largo Wastewater Treatment District ("District"), with its state-of-the-art, award-winning advanced wastewater treatment plant and vacuum collection system provides wastewater collection and biological treatment for over 9,000 homes and businesses in Key Largo, Florida. Our primary mission is to preserve and protect the delicate ecosystems of the Florida Keys while providing exceptional customer service.

We are currently seeking experienced applicants for the role of General Manager. The purpose of this position is to perform accomplished managerial work overseeing the operations and maintenance of all the District’s wastewater treatment, collection systems and administrative functions.

**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.

- Report to the District Board providing well-researched, fact-based written or oral transparent communications to them as well as to District staff, contractors, engineers, consultants, vendors, customers, the public, regulatory agencies, community organizations, county/state/federal agencies and other individuals as needed to exchange information and coordinate work activities.
- Represent the District in all public affairs (Islamorada ILA, Federal, State and County meetings) and be informed, proactive and a strong advocate for ratepayers. May include travel.
- Ensure all operations are in compliance with regulations, standards, policies and procedures and ensure adherence to established safety procedures.
- Consult with regulatory agencies (FDEP and Federal) or other officials to review operations, resolve problems and provide recommendations to the District Board.
- Develop and manage CIP plan and all capital improvement projects.
- Develop and administer budgets for all District operations including long-term capital projects planning and monitor expenditures to ensure compliance with approved budgets.
- Consult with engineers and specialists in fields relating to wastewater treatment projects and coordinate those work activities and projects with the specialists, consultants, contractors and others as needed.
- Provide assistance with technical and policy & procedural issues in all District operations, including directing managers in the prioritization and management of projects and tasks involving plant & field operations, maintenance and administrative functions.
- Maintain a current & comprehensive knowledge of applicable laws and regulations (including Sunshine Law) and has awareness of the advances in wastewater treatment by attending workshops, training sessions, maintaining professional affiliations and reading professional literature.
- Analyze unique, complicated and difficult complaints from customers to determine cause(s) and initiate problem resolution.
- Develop and implement long and short term plans, goals and objectives.
- Advise District Board of personnel changes to Senior Staff.
• Promote public education, make public presentations and prepare/deliver technical presentations. Conduct facility tours with the presentations geared toward public, utility, administrators, fire/rescue, police and engineers.
• Attend all District Board meetings.

Minimum Qualifications include:
• Natural capability to build and maintain strong working relationships with the District Board, staff, citizens’ groups, the public and other governmental organizations
• Ability to maintain transparent communication with the District Board, staff, consultants, contractors, engineers, vendors, customers, the public and county/state/federal agencies
• Excellent analytical and financial skills and budget administration (especially long-term capital project planning)
• Ability to multi-task and work independently
• Strong organizational and time management skills; detail and follow-through oriented
• Ability to anticipate/address questions and concerns from the District Board and ability to professionally respond to any inquiries from citizens’ groups, the public, regulatory agencies and media
• Possess considerable technical knowledge, particularly in vacuum collection systems, SBR treatment plants and/or with biological nutrient reduction and familiarity with regulatory reporting/compliance
• Ability to use independent judgment to make strategic decisions required for the overall management of all wastewater operations and administrative office functions
• Proven ability to apply principles of rational systems, to interpret instructions furnished written, oral, diagrammatic or in schedule form, and to exercise judgment to adopt or modify methods and standards to meet variations in assigned objectives
• Ability to provide guidance, assistance and/or interpretation to others regarding the application of procedures and standards to specific situations
• Must possess and maintain a valid Florida drivers license

Education and/or Experience to include:
• Graduate of a four-year college or any equivalent combination of engineering or public management education, vocational training in wastewater treatment and wastewater collection system operation/design or related work experience for a minimum total of 10 years that provides the required knowledge, skills and abilities to perform the essential functions.
• Minimum of 5 years direct supervisory/managerial experience (particularly wastewater treatment operations)
• Experience working within utility management particularly wastewater treatment operations (in Florida preferred)
• Proficiency with MS Office suite or other computer programs, use of a web browser & Gmail
• Licensed Engineer preferred
• FDEP Class A Wastewater Operator License preferred
Salary range for the General Manager position is $__________________

To be considered, submit your cover letter, resume, current salary and contact information (including email addresses) for five work-related references to: Kim Carpenter, Human Resources, PO Box 491, Key Largo, Florida 33037 or to hr@klwtd.com

First review of candidates begins ________________ Deadline is ________________. EEO
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: April 11, 2017

Agenda Item Number: J-1

Agenda Item Type: Resolution
Agenda Item Scope: Review / Discussion
Recommended Action: Action: Approval

Department: Legal
Sponsor: Ray Giglio

Subject: Contiguous Vacant Waiver - McInerny Waggle Inc AK#1599352

Summary of Discussion:
Mrs. McInerny requested that the wastewater assessment be removed from AK#1599352.

12/20/16 - The Board denied the request for a Contiguous Vacant Waiver.

3/14/17 - The Board agreed to review the waiver upon additional information being provided by all members of McInerny Waggle Inc.

3/20/17 - A letter of authorization was provided by each of the three members of McInerny Waggle Inc.

Reviewed / Approved
Operations: 
Customer Service: J R
Finance: K R
District Counsel: D M
District Clerk: 
Engineering: 

Financial Impact

$ 5,840.00 Expense
Funding Source: Assessment Revenue
Budgeted: N/A

Attachments
1. Authorization Letters
2. Resolution 13-04-17
3. Map

Approved By: [Signature] General Manager  Date: 4-6-17
Authorization Letter

I, Barbara Waggle, certify that Elizabeth McInerny, Barbara Waggle, and Johan Waggle are all of the shareholders and officers of McInerny Waggle Inc. and are all of the beneficial owners of a certain parcel ("Parcel") of vacant land located in Key Largo, FL and described as follows:

PARCEL ID: 00486900-000000
AK NO. 1599352
PARCEL DESCRIPTION: PLAT OF SURVEY OF LIME GROVE ESTATES PROPERTY PBS-52 KEY LARGO PT TRACT 1 TRS 1 AND 5 OR345-127/29 OR375-583/85E OR2510-449/53C OR2510-474/78C OR2510-

I further certify that I am duly authorized to execute legal documents on behalf of McInerny Waggle Inc. and with respect to this said Parcel.

Signature

Barbara Waggle

Date

3-12-17

State of: Florida

County of: Monroe

Subscribed and sworn to (or affirmed) before me this 12 day of March, 2018, by Barbara Waggle, personally known OR produced identification. Type of identification produced W2400154415290.

Notary Signature: Christi Meder
Notary Name: Christi Meder
My Commission Expires: 3-23-2018

connecting is an improvement in environmental balance
Authorization Letter

Elizabeth Mclnerny, Barbara Waggle, and Johan Waggle are all of the shareholders and officers of Mclnerny Waggle Inc. and are all of the beneficial owners of a certain parcel ("Parcel") of vacant land located in Key Largo, FL and described as follows:

PARCEL ID: 00486900-000000
AK NO. 1599352
PARCEL DESCRIPTION: PLAT OF SURVEY OF LIME GROVE ESTATES PROPERTY PB5-52 KEY LARGO PT TRACT 1 TRS 1 AND 5 OR345-127/29 OR375-583/85E OR2510-449/53C OR2510-474/78C OR2510-

I further certify that I am duly authorized to execute legal documents on behalf of Mclnerny Waggle Inc. and with respect to this said Parcel.

Signature

Date

State of: FL
County of: Monroe

Subscribed and sworn to (or affirmed) before me this 13 day of March, 2017, by Elizabeth Mclnerny, personally known OR produced identification, DL Type of identification produced M256239378502.

Notary Signature: Anna Fernandez
Notary Name: Anna Fernandez
My Commission Expires: 10/31/17

Connecting is an improvement in environmental balance
Authorization Letter

I, **JOHAN WAGGLE**, certify that Elizabeth McInerny, Barbara Waggle, and Johan Waggle are all of the shareholders and officers of McInerny Waggle Inc. and are all of the beneficial owners of a certain parcel ("Parcel") of vacant land located in Key Largo, FL and described as follows:

PARCEL ID: 00486900-000000
AK NO. 1599352
PARCEL DESCRIPTION: PLAT OF SURVEY OF LIME GROVE ESTATES PROPERTY PB5-52 KEY LARGO PT TRACT I TRS 1 AND S OR345-127/29 OR375-583/85E OR2510-449/53C OR2510-474/78C OR2510-

I further certify that I am duly authorized to execute legal documents on behalf of McInerny Waggle Inc. and with respect to this said Parcel.

**Signature**

**March 14, 2017**

---

State of: **FLA**
County of: **LEE**

Subscribed and sworn to (or affirmed) before me this **14** day of **MARCH**, 2016, by **JOHAN WAGGLE**, personally known **V** OR produced identification ****. Type of identification produced _____________________________.

Notary Signature: **RENEE CLARK**
Notary Name: **RENEE' CLARK**
My Commission Expires: **9-27-18**
RESOLUTION NO. 13-04-17
A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REQUEST OF MCIERNY WAGGLE INC FOR THE REMOVAL OF ONE TAX PARCEL FROM
THE 2016 NON-AD VALOREM ASSESSMENT; AND
PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (District) assessed the parcel listed below in Section 2 via Resolution 10-08-16 dated August 2, 2016, the 2016 Assessment Resolution; and

WHEREAS, the District has determined that the parcel described in Section 2 is adjacent to the parcels described in Section 1, which adjacent parcels are developed and are receiving wastewater service; and

WHEREAS, the District has determined that the parcel described in Section 2 fits within the definition of a Contiguous Vacant Parcel contained in Rule 10.06(a)(i) of the KLWTD General Rules and Regulations; and

WHEREAS, in accordance with Section 10.06(a)(i) of the KLWTD General Rules and Regulations, the parcel owner(s) McInerny Waggle Inc. has waived the right to receive wastewater service to the parcel described in Section 2, and has requested that the District suspend collection of the SDC and all future non-ad valorem Assessments on that parcel; and

WHEREAS, pursuant to Section 10.06(b) of the KLWTD General Rules and Regulations, the owner(s) of the parcel described in Section 2 have certified and agreed that if they later desire wastewater service to the parcel, they would pay the full direct and indirect District costs of providing the same.

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

Section 1.
PARCEL ID: 00486870-000000
AK NO. 1599336
PARCEL DESCRIPTION: PLAT OF SURVEY OF LIME GROVE EST PROPERTY PB5-52 KEY LARGO PT TR 1 (TRACTS 3-4) OR345-126 OR375-583/85-E OR433-402 OR550-1 OR1596-1246/47 OR2454-442D/
The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the parcel designated above in Section 2 from the Key Largo Wastewater Treatment District 2016 Non Ad-Valorem Assessment.

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

Section 5. 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 11th DAY OF APRIL, 2017

The foregoing RESOLUTION was offered by Commissioner ________________, who moved its approval. The motion was seconded by Commissioner ________________, and being put to a vote the result was as follows:

Chairman Asdourian
Commissioner Gibbs
Commissioner Heim
Commissioner Majeska
Commissioner Tobin

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The Chairman thereupon declared this Resolution duly passed and adopted the 11th day of April, 2017.
KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ________________________________  
David Asdourian, Chairman

ATTEST: Approved to as to form and legal sufficiency

_______________________________  ________________________________
Katherine Jackson, District Clerk  Ray Giglio, General Counsel

SEAL