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
Nick Mulick  General Counsel
Katherine Jackson  District Clerk

MISSION STATEMENT:
“The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service.”
D. AGENDA ADDITIONS, CORRECTIONS OR DELETIONS
   1. Approval of Agenda  

E. PUBLIC COMMENT

F. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

G. GENERAL MANAGER’S REPORT
   1. Wastewater Utility Manager Position

H. BUDGET AND FINANCE REPORT
   1. Rate Study Proposals

I. ADMIN AND CUSTOMER SERVICE REPORT

J. OPERATIONS REPORT

K. CONSTRUCTION REPORT

L. ENGINEER’S REPORT

M. LEGAL REPORT
   1. Wild Bird Center Resolution
      RESOLUTION NO. 21-07-17
      A RESOLUTION OF THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER
      TREATMENT DISTRICT, CREATING AND ESTABLISHING THE TERMS FOR THE ACCEPTANCE
      OF WASTEWATER FROM THE FLORIDA KEYS WILD BIRD REHABILITATION CENTER, LLC, AND
      PROVIDING FOR AN EFFECTIVE DATE.

N. COMMISSIONER’S ITEMS
   1. Request to Include in District’s Records (Commissioner Tobin)
   2. Parliamentary Procedure E-Mail (Commissioner Tobin)

O. ROUNDTABLE DISCUSSION
   1. Unfinished Business
   2. Commercial Use of Residential Property (Commissioner Majeska)
   3. E-Mails (Chairman Asdourian)

P. 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: July 18, 2017

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

Department: General Manager
Sponsor: Human Resources

Subject: Wastewater Utility Manager position

Summary of Discussion:
Peter Rosasco to provide an update to the Board.

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

Financial Impact
Operations: $
Finance: Funding Source: 
District Counsel: 
District Clerk: Budgeted: Yes
Engineering: 

Approved By: General Manager Date: 7-12-17
Meeting Date: July 18, 2017

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

Department: Finance
Sponsor: Peter Rosasco

Subject: Rate Study Proposals

Summary of Discussion:
The last KLWTD rate study was conducted in 2012. We have requested and received 2 proposals for a rate study in FY17. The proposals from PRMG and Raftelis are attached for review. Staff recommends the low bidder: PRMG at $26,850.00.

Financial Impact

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 32,000.00</td>
<td>1. PRMG Proposal</td>
</tr>
<tr>
<td>Administration:</td>
<td>Expense</td>
<td>2. Raftelis Proposal</td>
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<tr>
<td>Finance:</td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td>District Counsel:</td>
<td>Rate Revenue</td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
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<tr>
<td>Engineering:</td>
<td>Yes</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: General Manager  Date: 7-12-17
Ms. Connie Fazio  
Senior Finance Manager  
Key Largo Wastewater Treatment District  
98880 Overseas Highway  
Key Largo, FL 33037

Subject: Letter Agreement to Provide Wastewater Revenue Sufficiency Study

Dear Ms. Fazio:

Public Resources Management Group, Inc. (PRMG) is pleased to submit this letter agreement (the "Agreement") to provide utility rate and financial consulting services to the Key Largo Wastewater Treatment District (the "District" or "Client") to perform a revenue sufficiency and adequacy of rate analysis for the wastewater utility system (the "System"). With respect to this Agreement, the primary responsibilities of PRMG will be to assist the District with the update of a five (5) year financial forecast previously developed by PRMG in prior engagements, to assess the sufficiency of existing monthly user rate revenues, and to determine the feasibility and/or financial impacts from a rate reduction (the "Project"). Based on our understanding of the needs of the District with respect to the Project, we propose the following:

PROJECT TEAM AND BILLING RATES

With respect to the performance of the Project, Mr. Robert Ori will be the principal-in-charge, and Mr. Thierry Boveri will be the supervising consultant; both will be the primary contacts with the District. Other analysts and administrative personnel will be utilized during the course of the engagement as needed. Attachment A, which is made a part of this Agreement, summarizes the direct labor hourly billing rates by project team title that may be used relative to this engagement.

SCOPE OF SERVICES

The scope of services to be performed by PRMG relative to this Agreement is included herein as Attachment B, which is made a part of this Agreement. As noted in the scope of services, PRMG will coordinate with District staff regarding the data needs for the study.

COMPENSATION AND BILLING

Based on the scope of services summarized on Attachment B and the direct hourly labor billing rates and standard unit rates associated with the billing of other direct expenses associated with...
the performance of such services as identified in Attachment A, we propose a not-to-exceed contract budget of $26,850 for the Project as follows:

<table>
<thead>
<tr>
<th>Cost Estimate – Off Site</th>
<th>Fee</th>
<th>Work Hours</th>
<th>Average Fee per Work Hour</th>
</tr>
</thead>
<tbody>
<tr>
<td>Two (2) On-site Meetings and Two (2) WebEx Meetings</td>
<td>$6,890</td>
<td>41*</td>
<td>$168.05</td>
</tr>
<tr>
<td>Miscellaneous Expenses (Car Rental, Gas, Tolls, etc.)</td>
<td>$474</td>
<td>n/a</td>
<td>n/a</td>
</tr>
<tr>
<td>Total</td>
<td>$26,850</td>
<td>201</td>
<td>$133.58</td>
</tr>
</tbody>
</table>

* On-site meetings assume attendance by two (2) employees with 8 hours per employee per meeting estimated at $5,840.

Detail of the proposed not-to-exceed contract amount is summarized on Attachment C, which is made a part of this Agreement. This contract budget amount includes the direct cost of personnel anticipated to be assigned to the Project as well as any indirect costs such as telephone, reproduction, printing and shipping charges. The costs incurred by PRMG for such indirect costs, if any, will be billed to the District based on actual cost or on the standard unit cost rates as summarized on Attachment A.

PRMG will bill the District on a monthly basis for the consulting services provided to the District in accordance with the intent of this Agreement. The payment for the utility rate and financial consulting services as provided by PRMG as delineated on Attachment B shall be on an hourly, not to exceed, basis and will equal the sum of: i) direct labor cost based upon the actual hours of service furnished toward the completion of the Project; ii) any other direct expenses incurred during the month associated with the Project; and iii) the cost of any subconsulting services. PRMG does not anticipate the need for sub-consultant services during the course of the engagement. To the extent that PRMG determines a need for sub-consultant services, PRMG will notify the District of such need and will not employ or use any sub-consultant without the approval by authorized District personnel. No additional services above the cost estimate will be performed without the prior written authorization of the District.

PROJECT SCHEDULE

Upon receipt of a notice to proceed, PRMG will complete the scope of services identified in this Agreement within one hundred and twenty (120) days for presentation to the District Board of Commissioners (the "Board"). This Project schedule is based on the documents and information being made available by the District within thirty (30) days, which will be necessary to complete the project.

TERMS AND CONDITIONS

Standard terms and conditions, that are made part of this Agreement, are set forth in Attachment D.
We are providing two copies of this Agreement for your approval. If this Agreement is acceptable to the District, please execute both copies and return one to us. The other copy is for the District’s records. We appreciate the opportunity to continue providing utility rate and financial consulting services to the Key Largo Wastewater Treatment District.

Very truly yours,
Public Resources Management Group, Inc.

[Signature]
Robert J. Ori
President

ACCEPTED BY:
Key Largo Wastewater Treatment District

__________________________
Name

__________________________
Title

__________________________
Date

Attachments
**ATTACHMENT A**

KEY LARGO WASTEWATER TREATMENT DISTRICT
WASTEWATER REVENUE SUFFICIENCY STUDY

SCHEDULE OF DIRECT LABOR HOURLY RATES AND STANDARD COSTS

### DIRECT LABOR HOURLY RATES

<table>
<thead>
<tr>
<th>Project Team Title</th>
<th>Direct Labor Hourly Rates [*]</th>
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</thead>
<tbody>
<tr>
<td>Principal</td>
<td>$195.00</td>
</tr>
<tr>
<td>Associate</td>
<td>$170.00</td>
</tr>
<tr>
<td>Managing Consultant</td>
<td>$150.00</td>
</tr>
<tr>
<td>Supervising Consultant</td>
<td>$130.00</td>
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<tr>
<td>Senior Consultant</td>
<td>$120.00</td>
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<tr>
<td>Rate Consultant</td>
<td>$110.00</td>
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<tr>
<td>Consultant</td>
<td>$100.00</td>
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<tr>
<td>Senior Rate Analyst</td>
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<tr>
<td>Rate Analyst</td>
<td>$80.00</td>
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<tr>
<td>Analyst</td>
<td>$70.00</td>
</tr>
<tr>
<td>Assistant Analyst</td>
<td>$60.00</td>
</tr>
<tr>
<td>Administrative</td>
<td>$58.00</td>
</tr>
</tbody>
</table>

[*] Direct labor hourly rates effective twelve months after the date of execution of the Agreement; rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties.

### STANDARD COST RATES

<table>
<thead>
<tr>
<th>Expense Description</th>
<th>Standard Rates [*]</th>
</tr>
</thead>
<tbody>
<tr>
<td>Mileage Allowance – Personal Car Use Only</td>
<td>IRS Standard Mileage Rate</td>
</tr>
<tr>
<td>Reproduction (Black and White) (In-House)</td>
<td>$0.05 per Page</td>
</tr>
<tr>
<td>Reproduction (Color) (In-House)</td>
<td>$0.25 per Page</td>
</tr>
<tr>
<td>Reproduction (Contracted)</td>
<td>Actual Cost</td>
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<tr>
<td>Computer Time</td>
<td>$0.00 per Hour</td>
</tr>
<tr>
<td>Telephone Charges</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Delivery Charges</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Lodging/Other Travel Costs</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Meals</td>
<td>Not-to-Exceed per</td>
</tr>
<tr>
<td></td>
<td>PRMG Employee:</td>
</tr>
<tr>
<td></td>
<td>$8.00 – Breakfast</td>
</tr>
<tr>
<td></td>
<td>$12.00 – Lunch</td>
</tr>
<tr>
<td></td>
<td>$25.00 – Dinner</td>
</tr>
<tr>
<td>Subconsultant Services</td>
<td>Actual Cost</td>
</tr>
<tr>
<td>Other Costs for Services Rendered</td>
<td>Actual Cost plus 5.0%</td>
</tr>
</tbody>
</table>

[*] Standard cost rates effective twelve months after the date of execution of the Agreement, where applicable, rates will be adjusted by not more than the net percentage change (but not less than 0%) in the Consumer Price Index – Urban Consumers per annum (rounded to the nearest dollar) or as mutually agreed between parties for invoices rendered after each anniversary date of each year thereafter until project completion or termination of the Agreement between the parties. Any Standard Rate adopted by policy by Client will supersede rates shown above.
ATTACHMENT B

KEY LARGO WASTEWATER TREATMENT DISTRICT
WASTEWATER REVENUE SUFFICIENCY STUDY

SCOPE OF SERVICES

The scope of services to be performed by Public Resources Management Group, Inc. (PRMG) associated with the performance of the Project as it relates to the completion of a wastewater revenue sufficiency analysis is summarized below by major task item.

Task 1 – Data Acquisition and Review: PRMG will work with the District and its consultants to obtain information, customer billing and statistical data, engineering and capital assessment records and reports, and other information relative to existing wastewater operations and the continued connection of new wastewater services. PRMG will attend one (1) on-site kick-off meeting with District staff to review compiled information, identify and discuss issues associated with the financial and rate evaluation, and to assist PRMG with the initiation of the Project. The meeting will occur subsequent to the issuance of a data request for information to be compiled by the District which will be necessary to complete the analysis.

Task 2 – Development of Historical and Projected Customer and Statistical Forecast: Based on data availability, PRMG will compile the historical wastewater customers (both from a rate and non-ad valorem assessment basis), equivalent residential units or connections (ERC), and billed wastewater flow data for not more than five (5) previous fiscal years ended September 30, 2016 for the System to identify trends in customers served / growth and billed usage relationships. This historical trend analysis will also include billed wholesale wastewater flows received from the Village of Islamorada. Based on information provided by the District and the analysis of the trends in customers and usage performed during this task, PRMG will update previous analyses and develop a forecast of customer account growth, billed wastewater flow (in terms of revenue gallons billed based on water statistics as provided by the Florida Keys Aqueduct Authority [FKAA]), and the wastewater treatment requirements for the Fiscal Year 2017 (the current budget year and referred to as the "Test Year"), and the subsequent five (5) fiscal years ending 2022 (the "Forecast Period"). The forecast will be developed to assist in the calculation of utility rate revenues for the evaluation of the financial needs of the System. The forecast will be based on the historical trends and usage requirements of the District and the billing rate attributes associated with the rates that are currently in effect as of the date of the report.

PRMG will test the detailed customer data for reasonableness, will perform a rate reconciliation of recent historical customer statistics and the application of the rates to such statistics, and will identify any issues relative to the revenue modeling process.

Task 3 – Projection of Wastewater Assessment Revenue: Based on the District’s adopted wastewater assessment methodology and most recent EDU calculations, PRMG will prepare a projection of annual assessment revenue by assessment phase (i.e. wastewater basin), including projected assumptions associated with early prepayments. This projection will reflect, for each basin, the assessment revenue for the entire duration of the wastewater assessment program in order to provide a comparison of long-term assessment revenue to debt service commitments. PRMG will coordinate with the District staff and consultants to review the current assessment
rolls, projected future assessment revenue, and will reconcile most recent historical revenue
collections to the EDU statistics to validate this revenue source as well as to compare such
accounts to the wastewater accounts connected to and receiving service (which links to the
FKAA billing statistics).

Task 4 – Projection of Wastewater Rate Revenue: Based on the detailed customer billing
information and corresponding forecast of customer growth and billed wastewater flow, PRMG
will develop a rate revenue projection for the Forecast Period. This forecast will allow a match
between the growth assumed for the financial forecast and the revenue derived from existing
rates. This task will also include projections of wholesale wastewater service to the Village of
Islamorada. The revenue forecast will also include projections of the operating revenues, interest
income (which will be based on a "funds flow" analysis), and connection (impact) fees for future
capital needs.

Task 5 – Development of Operating Expense Projections: This task involves the development
of the estimated amount of operating expenses required to be funded from wastewater rate
revenues for the Forecast Period. This task will be performed in sufficient detail in order to:
i) recognize the primary expenses incurred for the wastewater system; ii) assist in the
projection of expenditures for the Forecast Period; and iii) recognize changes in operating costs
due to changes in regulatory requirements, utility operations, and the continued
implementation of the capital improvement program. Finally, other operating expenses such as
contingency reserves, insurance needs, other post-employment benefits, and other expenses
will be evaluated to ensure that rates are designed for the full recovery of costs.

Task 6 – Capital Funding Analysis: This task involves a detailed review of the District’s
five (5) year or applicable capital improvement program and other engineering planning
documents, and the performance of a funding analysis to identify available sources of funds for
financing of the capital improvement program as well as the estimated impact on utility rate
revenues associated with the capital funding program for the Forecast Period.

This task will also include the development of a flow of funds analysis to evaluate cash flow
balances in each specific fund of the System, and to estimate interest income earned on
unrestricted and restricted fund balances as defined in the Bond Resolution for the System
(assist in determination of rate covenant compliance), or as established by District policy.
PRMG will provide recommendations regarding utility reserve policies, and will recognize
minimal reserve levels in the cash flow analysis as part of the management dashboard update.
PRMG will also coordinate with District staff and the District financial advisor, as necessary, to
optimize the amount of long-term debt in relation to utility reserves.

Task 7 – Projection of Debt Service by Issue: Based on existing District loan commitments, and
projected loan commitments as derived in the capital funding analysis, PRMG will develop a
projection of debt service by each wastewater debt issue. This analysis will include the effects of
the recent repayment of certain SRF loans. This projection will be used as part of the overall
financial forecast, and will be used to compare to the long-term wastewater assessment revenue
as discussed above.

Task 8 – Compliance Analysis and Management Dashboard: This task will be conducted in
order to satisfy the rate covenant requirements and the flow of fund requirements as defined in
the governing bond resolution that authorized the issuance of the outstanding utility system
revenue bonds as well as any loan agreements associated with the issuance of any subordinate
lien debt. The compliance analyses will be performed for the Forecast Period to maintain the
financial integrity of the utility system. Additionally, to the extent any senior or subordinate
bonds are assumed to be issued by the District during the Forecast Period, PRMG will evaluate
the "additional bonds test" requirements from Net Revenues for Bond Resolution compliance
purposes as a component of the financial forecast. PRMG will also update the "management
dashboard," which will highlight the financial position and certain financial ratios to present
the estimated financial creditworthiness of the System, and to evaluate or identify any financial
risks to the District.

Task 9 – Rate Comparisons with Other Utilities: PRMG will prepare comparisons of the
existing and proposed Test Year water and wastewater rates with rates charged by other
neighboring or similar utilities. This will provide an indication to the District of the rate levels
charged by others in relation to the existing and proposed rates of the District.

Task 10 – Development of Net Revenue Requirements and Rate Impact Analyses: Predicated on
the aforementioned tasks, PRMG will prepare a summary of the total net revenue and funding
requirements of the System and the corresponding rate impact requirements for each fiscal year
of the Forecast Period. Based on the Test Year financial evaluation performed for the System,
PRMG will develop recommended rate adjustments (rate revenue percentage increase) expressed
on a percentage basis above the revenues produced from the existing rates for the System for
consideration by the District.

Task 11 – Staff Presentation of Net Revenue Requirements Analysis: PRMG will prepare a
summary documenting all of our analyses, assumptions, and considerations for the review of
District staff. During the preparation of the analysis, PRMG has: i) identified the attendance
of two (2) WebEx teleconference meetings to review Project progress, to discuss preliminary
findings or issues, to formally present the results to staff, and to initiate the Board of
Commissioners (the "Board") / public presentation requirements. Any adjustments to the
analysis as a result of the on-site meeting will be made prior to the release of the study to the
District for presentation to the Board.

Task 12 – Preparation of Report and Presentation of Findings: PRMG will prepare a wastewater
revenue sufficiency study report documenting the assumptions, analyses, and recommendations
or conclusions for consideration by the District Board. The report will include recommendations
concerning rate increases and recommendations relative to automatic price index. This report
will include a detailed description of the financial projections, including the significant
assumptions utilized in the development of such projections and rate analysis. A draft of the
wastewater revenue sufficiency study report will be completed for review by the District staff
prior to the completion of the final report. This task assumes attendance of one (1) on-site
meeting to present findings to the District Board.

Meetings: It is anticipated that during the course of this engagement, PRMG will need to attend
two (2) on-site meetings, including one (1) on-site meeting with staff and one (1) on-site meeting
to present findings and recommendations to the District Board. Additionally, it is anticipated that
PRMG will need to participate in up to two (2) WebEx teleconference meetings with District
staff in order to coordinate the data needs, project schedule, final results, and other issues. A summary of meetings included in this engagement is shown below:

<table>
<thead>
<tr>
<th>Description</th>
<th>Number of Meetings</th>
</tr>
</thead>
<tbody>
<tr>
<td>On-site Meetings Recognized:</td>
<td></td>
</tr>
<tr>
<td>Kick-off / Data Review / Issues Discussion</td>
<td>1</td>
</tr>
<tr>
<td>Presentation to District Board</td>
<td>1</td>
</tr>
<tr>
<td>Total On-site Meetings</td>
<td>2</td>
</tr>
<tr>
<td>WebEx Teleconference Meetings (progress and model review)</td>
<td>2</td>
</tr>
<tr>
<td>Total On-site and Teleconference Meetings</td>
<td>4</td>
</tr>
</tbody>
</table>

Attendance of on-site meetings will be by not more than two (2) employees of PRMG; the attendance of any additional meetings above that contemplated in this scope of services will be considered as an additional service. For the purposes of the scope of services and the development of the project cost estimate shown on Attachment C, an allowance of: i) eight (8) hours per on-site meeting per PRMG representative has been assumed to account for meeting preparation, travel, and attendance of the meetings; and ii) 1.5 hours per teleconference meeting per PRMG representative. Additionally, the attendance of teleconference meetings will be recognized as an attendance of a meeting relative to this task item.

LIST OF DELIVERABLES

The deliverables to be provided associated with the Project include the following items:

- Information Request
- Wastewater System Revenue Sufficiency Financial Model and Management Dashboard
- Rate Comparison Between Existing and Recommended Residential Rates for Wastewater Service and with Other Jurisdictions
- Wastewater System Revenue Sufficiency Analysis Report
- Briefing Document for Presentation to the District Board

ADDITIONAL SERVICES

During the course of the engagement, the District may request additional services from PRMG. PRMG will perform such services only as mutually agreed between the District and PRMG in writing. Examples of utility rate consulting services, which would be considered as an additional service, include, but are not limited to, the following activities:

1. Attendance of meetings/conference calls in addition to what is contemplated in the scope of services referenced above, including additional meetings with the District Board beyond the one (1) included in the scope of services.

2. Detailed modifications or development of wastewater rate resolutions and policies.

3. Preparation of a public information program and attendance at any meetings with affected customers, interested third parties, or other public agencies relative to the wastewater utility system.
4. The preparation of additional capital and financial scenarios beyond what is generally contemplated in this scope of services, including the preparation of additional financial scenarios after substantial completion of the draft study, and its delivery to the District for consideration.

5. Delays in the project schedule which may have impacts on analyses performed which would affect the budget for the scope of services reflected herein.

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### ATTACHMENT C

Key Largo Wastewater Treatment District

Cost Estimate to Prepare a Wastewater Revenue Sufficiency Rate and Financial Forecast Analysis

<table>
<thead>
<tr>
<th>Line No.</th>
<th>Task Description</th>
<th>Ref. [1]</th>
<th>Principal</th>
<th>Associate</th>
<th>Senior Rate Analyst</th>
<th>Administrative</th>
<th>Totals</th>
</tr>
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<tbody>
<tr>
<td>1</td>
<td>Direct Labor Rates [2]</td>
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<td>$195.00</td>
<td>$170.00</td>
<td>$90.00</td>
<td>$50.00</td>
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<td>2</td>
<td>Data Acquisition / Compilation Review</td>
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<td>4</td>
<td>8</td>
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<td>3</td>
<td>Compilation of Historical Customer Billing Information</td>
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<td>4</td>
<td>16</td>
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<td>20</td>
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<td>4</td>
<td>Development of Customer and Billed Floor (Usage) Forecast</td>
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<td>2</td>
<td>4</td>
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<td>5</td>
<td>Projection of Wastewater Assessment Revenue</td>
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<td>1</td>
<td>2</td>
<td>4</td>
<td>-</td>
<td>7</td>
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<tr>
<td>6</td>
<td>Projection of Wastewater Rate (including wholesale) Revenue</td>
<td>4</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>-</td>
<td>7</td>
</tr>
<tr>
<td>7</td>
<td>Development of Operating Expense Projections</td>
<td>5</td>
<td>1</td>
<td>4</td>
<td>12</td>
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<td>17</td>
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<tr>
<td>8</td>
<td>Capital Funding Analysis (Flow of Funds Analysis &amp; Interest Income)</td>
<td>6</td>
<td>1</td>
<td>4</td>
<td>8</td>
<td>-</td>
<td>13</td>
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<td>9</td>
<td>Projection of Debt Service by Issue</td>
<td>7</td>
<td>-</td>
<td>2</td>
<td>4</td>
<td>-</td>
<td>6</td>
</tr>
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<td>10</td>
<td>Compliance Analysis and Management Dashboard</td>
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<td>4</td>
<td>8</td>
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<td>12</td>
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<td>Rate Comparison with Other Utilities</td>
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<td>1</td>
<td>4</td>
<td>-</td>
<td>5</td>
</tr>
<tr>
<td>12</td>
<td>Development of Net Revenue Requirements and Rate Impact Analyses</td>
<td>10</td>
<td>1</td>
<td>1</td>
<td>4</td>
<td>-</td>
<td>6</td>
</tr>
<tr>
<td>13</td>
<td>Staff Presentation of Net Revenue Requirements - Presentation Documents</td>
<td>11</td>
<td>1</td>
<td>2</td>
<td>4</td>
<td>2</td>
<td>9</td>
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<tr>
<td>14</td>
<td>Technical Memorandum / Report Preparation / Presentation Documents</td>
<td>12</td>
<td>3</td>
<td>18</td>
<td>4</td>
<td>4</td>
<td>29</td>
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<tr>
<td>15</td>
<td>Project Management</td>
<td>All</td>
<td>2</td>
<td>-</td>
<td>-</td>
<td>2</td>
<td>4</td>
</tr>
<tr>
<td>16</td>
<td>Total Hours</td>
<td>12</td>
<td>50</td>
<td>84</td>
<td>10</td>
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<td></td>
</tr>
<tr>
<td>17</td>
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<td></td>
<td>$2,340</td>
<td>$8,500</td>
<td>$7,560</td>
<td>$580</td>
<td>$18,980</td>
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<td>Project Meetings - On-site and Teleconference</td>
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<td></td>
<td>16</td>
<td></td>
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<td>19</td>
<td>Kick-Off and Strategy Meeting (1 on-site meeting)</td>
<td>1</td>
<td>8</td>
<td>8</td>
<td>-</td>
<td>-</td>
<td>16</td>
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<tr>
<td>20</td>
<td>Board Presentation of Findings and Recommendations (1 on-site meeting)</td>
<td>3 - 10</td>
<td>8</td>
<td>8</td>
<td>-</td>
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<tr>
<td>21</td>
<td>Virtual Teleconference Meetings (2 virtual meetings)</td>
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<td>3</td>
<td>6</td>
<td>-</td>
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<tr>
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<td>Total Hours</td>
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<td>19</td>
<td>6</td>
<td>-</td>
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<tr>
<td>23</td>
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<td>$3,230</td>
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<td>$6,890</td>
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<tr>
<td>24</td>
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<td>$30</td>
<td>69</td>
<td>90</td>
<td>12</td>
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<tr>
<td>25</td>
<td>Average Hourly Rate</td>
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<td>$5,850</td>
<td>$11,730</td>
<td>$8,160</td>
<td>$120</td>
<td>$26,276</td>
</tr>
<tr>
<td>26</td>
<td>Other Direct Costs</td>
<td></td>
<td></td>
<td></td>
<td></td>
<td>131.22</td>
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</tr>
<tr>
<td>27</td>
<td>Travel (car rental, tolls, gas, etc.)</td>
<td></td>
<td></td>
<td></td>
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<td>Allowance for Telephone, Delivery, and Other Project Costs</td>
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<td>100</td>
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<td>Miscellaneous / Branding</td>
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<td></td>
<td></td>
<td></td>
<td></td>
<td>$26,850</td>
<td></td>
</tr>
</tbody>
</table>

[1] Please reference Attachment A - Scope of Services for description of tasks to be performed by PRMG.
[2] Please reference Attachment B for direct labor hourly rates for PRMG.
I. SCOPE

Public Resources Management Group, Inc. (PRMG) agrees to perform the professional consulting services described in the agreement (the "Work") that incorporates these standard terms and conditions. Unless modified in writing by the parties hereto, the duties of PRMG shall not be construed to exceed those services specifically set forth in the agreement. These terms and conditions and the agreement, when executed by the Client, shall constitute a binding agreement on both parties (hereinafter after the "Agreement").

II. COMPENSATION

The Client, as defined in the agreement, agrees to pay for the services as billed within thirty (30) days of receiving the invoice. Amounts paid after thirty (30) days may be subject to interest charges, not to exceed a monthly compound rate of one percent (1.0%) applied to the delinquent unpaid balance.

Time-related charges will be made in accordance with the billing rate referenced in the agreement. Other indirect expenses and subcontractor services, if any, will be billed in accordance with the standard unit cost rates as referenced in the agreement or if no reference is provided, at the actual cost as incurred by PRMG.

III. RESPONSIBILITY

PRMG is employed to render a professional service only, and any payments made by Client are compensation solely for such services rendered and recommendations made in carrying out the Work. PRMG shall perform analyses, provide opinions, make factual presentations, and provide professional advice and recommendations. PRMG does not expressly warrant or guarantee its services.

IV. RELIANCE UPON INFORMATION PROVIDED BY OTHERS.

If PRMG's performance of services hereunder requires PRMG to rely on information provided by other parties (excepting PRMG's subcontractors), PRMG shall not independently verify the validity, completeness or accuracy of such information unless otherwise expressly engaged to do so in writing by Client.

V. INDEMNIFICATION

PRMG agrees to indemnify, defend, and hold Client harmless from and against any liability arising out of the negligent errors or negligent omissions of PRMG, its agents, employees, or representatives, in the performance of duties set forth in Article I. Regardless of any other term of this Agreement, in no event shall PRMG be responsible or liable to Client for any incidental, consequential, or other indirect damages.

Client agrees to indemnify, defend, and hold PRMG harmless from and against any liability arising out of the negligent errors or negligent omissions of Client, its agents, employees, or representatives, in the performance of duties set forth in Article I.

VI. INSURANCE

PRMG shall maintain during the life of the agreement the following minimum insurance:

1. Commercial general liability insurance, including hired and non-owned automobiles, with the following limits:
   - Each Occurrence $1,000,000
   - Damage to Rented Premises (Each Occurrence) $300,000
   - Medical Expense (Any one person) $5,000
   - Personal and Advertising Injury $1,000,000
   - General Aggregate $2,000,000
   - Products - Completed-Operation General Aggregate $2,000,000

2. Statutory worker's compensation and employers' liability insurance as required by state law.

3. Professional liability insurance at a limit of liability of not less than $2,000,000 aggregate.

VII. SUBCONTRACTS

Unless specifically specified in the Agreement, PRMG shall be entitled, to the extent determined to be appropriate by PRMG, to subcontract any portion of the Work to be performed under this Agreement.

VIII. ASSIGNMENT

These terms and conditions and the agreement to which they are attached are binding on the heirs, successors, and assigns of the parties hereto.
agreement may not be assigned by Client or PRMG without prior, written consent of the other.

IX. INTEGRATION
These terms and conditions and the agreement to which they are attached represent the entire understanding of Client and PRMG as to those matters contained herein. No prior oral or written understanding shall be of any force or effect with respect to those matters covered herein. The agreement may not be modified or altered except in writing signed by both parties.

X. JURISDICTION
This agreement shall be administered and interpreted under the laws of the State of Florida. Jurisdiction of litigation arising from the agreement shall be in that state.

XI. SEVERABILITY
If any part of the Agreement is found unenforceable under applicable laws, such part shall be inoperative, null and void insofar as it is in conflict with said laws, but the remainder of the Agreement shall be in full force and effect.

XII. FORCE MAJEURE
PRMG shall not be responsible for delays in performing the scope of services that may result from causes beyond the reasonable control or contemplation of PRMG. PRMG will take reasonable steps to mitigate the impact of any force majeure.

XIII. NO BENEFIT FOR THIRD PARTIES
The services to be performed by PRMG hereunder are intended solely for the benefit of Client, and neither right nor benefit is conferred on, nor any contractual relationship intended or established with any person or entity not a party to this Agreement. No such person or entity shall be entitled to rely on PRMG's performance of its services hereunder.

XIV. WORK PRODUCT
PRMG and Client recognize that PRMG's Work product submitted in performance of this Agreement is intended only for the Client's benefit and use. Change, alteration, or reuse on another project by Client shall be at Client's sole risk, and Client shall hold harmless and indemnify PRMG against all losses, damages, costs, and expenses, including attorneys' fees, arising out of or related to any such unauthorized change, alteration, or reuse.

XV. SUSPENSION OF WORK
Client may suspend, in writing, all or a portion of the Work under the agreement in the event unforeseen circumstances beyond Client's control make normal progress of the Work impossible. PRMG may request that the Work be suspended by notifying Client, in writing, of circumstances that are interfering with the normal progress of Work. PRMG may suspend Work on the project in the event Client does not pay invoices when due. PRMG shall be compensated for its reasonable expenses resulting from such suspension including mobilization and demobilization. The time for completion of the Work shall be extended by the number of days Work is suspended. In the event that the period of suspension exceeds 90 days, the terms of the agreement are subject to renegotiation and both parties are granted the option to terminate Work on the suspended portion of the project.

XVI. TERMINATION OF WORK
Client may terminate all or a portion of the Work covered by the agreement for its convenience. Either party may terminate Work if the other party fails to perform in accordance with the provisions of the agreement. Termination of the agreement is accomplished by 15 days prior written notice from the party initiating termination to the other. Notice of termination shall be delivered by certified mail with receipt for delivery returned to the sender.

This agreement may be terminated by PRMG: a) for cause, if Client breaches this Agreement through no fault of PRMG and Client neither cures such material breach nor makes reasonable progress toward cure within 15 days after PRMG has given written notice of the alleged breach to Client; or b) upon five days' notice if Work under this Agreement has been suspended by either Client or PRMG in the aggregate for more than ninety (90) days.

In the event of termination, PRMG shall perform such additional Work as is necessary for the orderly filing of documents and closing of the project. The time spent on such additional Work shall not exceed five
percent (5%) of the time expended on the terminated portion of the project prior to the effective date of termination. PRMG shall be compensated by the client for Work actually performed prior to the effective date of termination plus the Work required for filing and closing as described in this Article.

XVII. ARBITRATION

All claims, disputes and other matters in question between the parties to this agreement arising out of or relating to this agreement or the breach thereof, which are not disposed by mutual agreement of the parties, shall be decided by arbitration in accordance with the Florida Arbitration Code. No arbitration arising out of or relating to this agreement shall include any person not a party to this agreement except by written consent containing a specific reference to this agreement and signed by the parties hereto and persons to be joined.

This agreement to arbitrate shall be specifically enforceable under prevailing arbitration law.

Notice of demand for arbitration shall be filed in writing with the other parties to this agreement. The demand shall be made within a reasonable time after the claim, dispute, or other matter in question has arisen, but in no event after the date when the institution of legal or equitable proceedings would be barred by the applicable statute of limitations. The award rendered by the arbitrators shall be final and judgment may be entered in accordance with applicable law in any court having jurisdiction.

XVIII. NOTICES

All notices required under this Agreement shall be by personal delivery, facsimile or mail to the PRMG Project Manager and to the person signing the Agreement on behalf of the Client, and shall be effective upon delivery to the address stated in the Agreement.

XIX. PUBLIC RECORDS

Pursuant to applicable Florida law, PRMG’s records associated with this Agreement may be subject to Florida’s public records laws, Florida Statutes 119.01, et seq., as amended from time to time. PRMG shall comply with all public records obligations set for in such laws, including those obligations to keep, maintain, provide access to, and maintain any applicable exemptions to public records, and transfer all such public records to the Client at the conclusion of this Agreement, as provided for in Florida Statutes 119.0701 (2013).
June 14, 2017

Connie Fazio
Sr. Finance Manager
Key Largo Wastewater Treatment District
103355 Overseas Hwy
Key Largo, FL 33037

Subject: Proposal for a Wastewater Rate Study

Dear Connie:

As requested, Raftelis Financial Consultants, Inc. (RFC) proposes to assist the Key Largo Wastewater Treatment District (District) with a five-year wastewater revenue sufficiency analysis and rate study. The following summarizes our understanding of the project, scope of services, schedule, and fee.

Project Understanding

The District has maintained a consistent rate structure since 2005 with only minor administrative adjustments since adoption. Since the rate adoption, the District has successfully implemented central wastewater service throughout its mandated service area. The District requests a financial forecast and rate study be conducted to provide recommendations on adjustment to the existing wastewater rate structure. The District expects that wastewater rates may decrease due to the recent payoff of several loans.

As the proposed project manager for this engagement, I have personally managed several projects for the District between 2004 and 2011, including the rate study that established the existing wastewater rates in 2005. In addition, I along with the staff consultants proposed for this project have recent experience with other Florida Keys utilities and understand the billing data configuration.

Scope of Services

The following outlines the scope of services for RFC to provide an update and enhancements to the five-year interactive financial forecast model and provide a letter report documenting the financial model and rate recommendations.

Task 1: Project Initiation and Data Collection

RFC will coordinate a kick-off meeting with key District personnel to review the project objectives, timeline, and responsibilities. Prior to the kick-off meeting, RFC will submit a data request for the necessary information. The data request will include information related to customer billing data, assessment revenue schedules, debt schedules, future capital costs; operating budgets, and other relevant
items. As the project progresses, other information may be needed, and RFC will communicate any additional data needs to the District in a timely manner.

**Task 2: Historical and Projected Customer and Sales**

This task involves analyzing the District’s recent customer sales and revenue trends and update of the five-year customer and sales forecast. This forecast will be used as a basis for developing revenue projections under existing rates. RFC will develop a detailed bill frequency analysis of each customer class usage distribution to better understand the customer profiles and identify opportunities and risks of the existing rate structure. Customer classes will at a minimum include residential, commercial, and wholesale. Other classes will be evaluated to the extent data is available and the classes are identified early in the project.

**Task 3: Assessment Revenue Forecast**

RFC will develop a long-range assessment revenue forecast through the end of scheduled non-ad valorem assessment payments from customers. RFC will compare this projected assessment revenue to the existing debt service schedule in order to identify any potential gaps in assessment funded debt throughout the existing debt term. This long-term projection will be used for sensitivity analysis interactively with the next task, five-year financial forecast.

**Task 4: Five-Year Financial Forecast**

A financial forecast schedule will be created to identify operating revenues, expenses, and associated cash flow analysis. A five-year projection of total revenue requirements, or cash needs, will be developed based on the FY 2018 utility budget and capital investment needs (e.g., on-going PayGo or cash funded capital expenditures). Our evaluation of all revenue sources above along with the revenue requirement projections will provide the basis to forecast any rate adjustments in terms of overall percentage. Any rate structure changes such as base rates, usage rates, and other components will be developed in a subsequent task. The forecast will include the periods of FY 2018 through FY 2022 and will also include a careful evaluation of debt service coverage and reserve balances, especially with any potential reduction in rates. RFC will communicate with the District staff during this task with regard to certain projections and assumptions in the forecast. Provisions for annual rate indexing will also be discussed and included within this task.

**Task 5: Rate Design**

This task includes a rate design analysis based on the cost of providing service and overall rate levels identified in the financial forecast. The existing rates include a base charge per EDU and usage charge. Potential rate structures changes that will be evaluated include the base and usage charge relationships, potential bifurcation of the base charges between administrative and other functions, and residential billing caps. Any other special charges such as industrial surcharges will be conducted under a separate engagement, if requested by the District. This task will include documentation of the bill impacts of the proposed rate structure changes and how many customers are affected either positively or negatively. One (1) onsite meeting with District staff is included in this task to review the financial model and review rate structure options.
Task 6: Report and Presentation

A draft executive summary letter report will be developed that outlines the five-year forecast, findings, conclusions, and rate recommendations. The letter report will focus on revenue sufficiency, rate structure, bill impacts, and comparison with other similar wastewater providers. A technical appendix with the complete model schedules will be provided to accompany the executive summary letter report. RFC will schedule a conference call with District staff to review the draft letter report and provide a final report. RFC will attend one (1) District Board meeting to review the report findings and recommendations. RFC will coordinate with District staff whether this will occur prior to the final report.

Project Schedule

Assuming notice-to-proceed by August 1, 2017, completion of Tasks 1 through 5 will be December 2017 or otherwise 120 days from the actual project commencement. Presentation to the Board and completion of Task 6 will be within 60 days of completion of Task 5, dependent on the District’s scheduling needs.

Project Fees and Expenses

The proposed not-to-exceed fees and expenses for the engagement is $32,400 based on the following cost estimate for the scope of services described above. We propose to bill the District monthly on a percentage of completion basis. The project budget includes two (2) web meetings and two (2) onsite meetings (1 with District staff and 1 Board presentation):

<table>
<thead>
<tr>
<th>Task</th>
<th>Scope of Service</th>
<th>Meetings Total</th>
<th>Total Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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<td>Web</td>
<td>Onsite</td>
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<tr>
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<td>Project Initiation and Management</td>
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<td>2</td>
<td>Historical and projected customer and sales</td>
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<td>5,200</td>
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<td>3</td>
<td>Assessment Revenue Forecast</td>
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<td>Five-Year Financial Forecast</td>
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<td>5</td>
<td>Rate Design</td>
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<tr>
<td>6</td>
<td>Report and Presentation</td>
<td>29.0</td>
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Total 2.0 2.0 173.0 $32,400

[1] Amount includes labor and all expenses.

Municipal Advisor Disclosure

As a registered Municipal Advisor under the Dodd-Frank Act, RFC is required to inform our clients of any existing or potential conflicts of interest that may be relevant to the proposed scope of services. As of the date of this engagement letter, no conflicts of interest are known to exist. In addition, the services to be provided by RFC will be limited to the scope of work and tasks described in this engagement letter, and will not include other services sometimes provided by Municipal Advisors or independent Financial Advisors. By signing this engagement letter indicating its approval and acceptance of the proposed scope of work and fees, the District is also explicitly acknowledging that RFC has provided the necessary disclosures addressing conflicts of interest and any limitations on the scope of Municipal Advisory services to be provided by RFC as part of this engagement.

Page 3 of 5
Should you have any questions regarding this proposal, please contact me at (407) 960-1811 or at ahairston@raftelis.com. We look forward to the opportunity to work with the Key Largo Wastewater Treatment District.

Sincerely,
RAFTELIS FINANCIAL CONSULTANTS, INC.

Tony Hairston
Senior Manager

Accepted by:
Key Largo Wastewater Treatment District

Signature, Title

Date
## Attachment A
### 2017 Hourly Billing Rates

<table>
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<tr>
<th>Position</th>
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<td>Chief Executive Officer/President</td>
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<tr>
<td>Executive Vice President</td>
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<tr>
<td>Vice President/Principal Consultant</td>
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</tr>
<tr>
<td>Senior Manager</td>
<td>$255</td>
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<tr>
<td>Manager</td>
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</tr>
<tr>
<td>Director of Data Services</td>
<td>$230</td>
</tr>
<tr>
<td>Senior Consultant</td>
<td>$200</td>
</tr>
<tr>
<td>Consultant</td>
<td>$175</td>
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<tr>
<td>Associate</td>
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<tr>
<td>Analyst</td>
<td>$110</td>
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<tr>
<td>Administration</td>
<td>$75</td>
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* For services related to the preparation for and participation in deposition and trial/hearing, the standard billing rates listed above will be increased by an amount up to 50%.
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: July 18, 2017

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

Department: Legal
Sponsor: Nick Mulick

Subject:
Wild Bird Center Resolution

Summary of Discussion:
At the June 20, 2017 BOC Meeting, the Board voted to accept the discharge of the filter backwash from the pelican pond at the Wild Bird Center.

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

Financial Impact
$ 0.00

Funding Source: 
Budgeted: N/A

Attachments
1. Resolution No. 21-06-17

Approved By: __________________________ Date: 7-12-17
General Manager
RESOLUTION NO. 21-07-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS
OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT, CREATING AND ESTABLISHING THE
TERMS FOR THE ACCEPTANCE OF WASTEWATER
FROM THE FLORIDA KEYS WILD BIRD
REHABILITATION CENTER, LLC; AND PROVIDING
FOR AN EFFECTIVE DATE.

WHEREAS, the Florida Keys Wild Bird Rehabilitation Center ("Wild Bird Center"), Inc. is a not-for-profit 501(c)3 conservation organization dedicated to the rescue, rehabilitation, and release of native and migratory wild birds; and

WHEREAS, the Wild Bird Center is located within the service area of the Key Largo Wastewater Treatment District ("District"); and

WHEREAS, the Wild Bird Center has asked the District for permission to discharge approximately 200 gallons per week of filter backwash, from the Wild Bird Center's pelican pond filtration system, into the District's collection system; and

WHEREAS, the District's Engineer has determined that the filter backwash proposed to be discharged into the District's collection system would not cause any harm to the District's infrastructure or treatment process and will not create a threat to public or employee health; and

WHEREAS, at the June 20, 2017 meeting of the District's Board of Commissioners, the Board voted to accept the discharge of filter backwash from the pelican pond filtration system into the District's collection system, subject to the provisions of Section 2 below.

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

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

Section 2. Terms and Conditions of approval.

a. The Florida Keys Wild Bird Rehabilitation Center's request that it be permitted to discharge approximately 200 gallons per week of filter backwash from its pelican pond filtration system into the Key Largo Wastewater Treatment District's collection system is hereby granted.
b. The volume of the accepted filter backwash shall be calculated using measurements made by a District approved meter that is read by District staff at a frequency to be determined by the General Manager.

c. Based upon that calculated volume, the District shall bill the Wild Bird Center at the District’s normal and customary rates, using the charges listed in KLWTD Rules and Regulations Section 9.03, as this section may from time to time be amended.

d. The District shall send said bills to the Wild Bird Center bi-annually, via USPS First Class Mail.

e. The Wild Bird Center shall ensure that all connections to the District’s central sewer system are made in accordance with and in compliance with all applicable resolutions, rules, ordinances, codes and laws.

f. The Wild Bird Center shall further ensure that any connections to the District’s central sewer system shall not result in any Infiltration or Inflow into the District’s system.

g. The granting of the Wild Bird Center’s request for permission to discharge approximately 200 gallons per week of filter backwash from its pelican pond filtration system, into the District’s collection system is, and shall be considered as, “provisional,” “experimental,” and subject to amendment or revocation at any time. It shall not be considered to have set a precedent for any future consideration or acceptance of non-domestic wastewater from any source or entity.

Section 3. Authorization of District Officials. The General Manager and/or the District Manager’s designee(s), the District General Counsel, and the District Engineer are authorized to take all actions necessary to implement the terms and conditions of this resolution.

Section 4. Applicability and Effective Date. This Resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 11th DAY OF JULY, 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:

<table>
<thead>
<tr>
<th>Name</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>
</tbody>
</table>
Commissioner Tobin

The Chairman thereupon declared Resolution No. 21-07-17 duly passed and adopted the 11th day of July, 2017.

KEY LARGO WASTEWATER TREATMENT DISTRICT

Chairman David Asdourian

ATTEST: Approved to as to form and legal sufficiency

Katherine Jackson, District Clerk

Nicholas W. Mulick, General Counsel

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

Meeting Date: July 18, 2017
Agenda Item Number: N-1
Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: Commissioner's Item
Sponsor: Commissioner Tobin

Subject: Request to Include in the District's Records

Summary of Discussion:

Reviewed / Approved | Financial Impact | Attachments
--- | --- | ---
Operations: | $ 0.00 | 1. Memo from Commissioner Tobin RE: Patching vs. Matching
Administration: | | |
Finance: | Funding Source: | |
District Counsel: | Budgeted: | N/A
District Clerk: | | |
Engineering: | | |

Approved By: [Signature] General Manager
Date: 7-12-17
Dear Mayor and Commissioners;

Re: Patching vs. Matching

Thank you for allowing the KLWTD to discuss a proposal whereby the County would contribute "matching" funds of $1.8 million dollars of impact fees that would be combined with $2.2 million dollars of KLWTD "patching" money for the purpose of renovating, upgrading and improving existing county's roads during the installation of central sewage collection systems. Because the BOCC is precluded from giving direction to staff or taking a position during the sounding board, I am asking one or more of you to place this item on the agenda for a formal vote at the next meeting.

Because your attorney has expressed reservations on the proposal, I would like to suggest that you direct her to prepare a formal memorandum in advance of the meeting to answer the following questions:

a) Whether the intent of the impact fee ordinance is to offset the impacts of new development (1986- to present)?

b) Whether it is reasonable for the BOCC to make a finding that impacts from "new development" includes impacts to county roads caused by: 1) new residential development, 2) new commercial development, or 3) the installation of new central sewage collections systems?

c) Whether it is reasonable for the BOCC to make a finding that distinguishes between "routine maintenance" of roads vs. renovating, upgrading, and improving roads as more fully defined in the Weiler Memorandum?

d) Whether a court is required to defer to the findings and interpretations of the BOCC unless the findings and interpretations are clearly erroneous?

e) Whether commissioners enjoy absolute immunity from personal liability for legislative decisions made at a public hearing that have broad implications even if they vote contrary to the advice of counsel?

Five years ago, we presented the idea of combining "our money" with "your money" (which is really the citizens money) to your County Administrator and County Engineer. Everyone agreed it was a great idea! Unfortunately, due to budget constraints the County was unable to provide matching funds. Now that $1.8 million of impact fees has been released, we owe it to the citizens of Key Largo to find a way to make this work. Remember the KLWTD is only required to "repair" any damages to County roads and does not have the legal authority to renovate, improve, or upgrade such roads.

Together we can get this done!

Respectfully yours,

Andrew M. Tobin, Commissioner KLWTD

The "match" will allow approximately 13 miles of county roads to be upgraded, improved, and renovated.
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: July 18, 2017

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

Department: Commissioner's Item
Sponsor: Commissioner Tobin

Subject: Parliamentary Procedure E-Mail

Summary of Discussion:

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

Financial Impact
Operations: $ 0.00

Funding Source:
Budgeted: N/A

Attachments
1. E-Mail from Commissioner Tobin
   RE: Parliamentary Procedure

Approved By: General Manager
Date: 7-12-17
Carol Simpkins

From: Andrew Tobin [Tobinaw@irranoa.net]
Sent: Sunday, June 26, 2005 4:41 PM
To: Charles Brooks (E-mail): Bullock, Claude; Patton, Grist; Tobin, Andrew
Cc: Eilon, Terr; Fichburn, Chuck; Marin Walter; Simpkins, Carol
Subject: Parliamentary Procedure

All,

I would like to settle the parliamentary debate on whether a formal motion to approve or deny is necessary before a commissioner can ask questions of staff and/or make limited comments. Here are my reasons for opposing premature motion making (PMM).

I foresee the need for a limited amount of information, feedback from staff, and all times a choice comment from my fellow commissioners on their inner feelings before I am ready. PMM of course discards such interplay. I am also concerned about premature positioning (PP). This usually occurs because the motion maker (MM) and second are forced to go in before they are ready. There is also the problem of back siding (BS), which is a condition that occurs when an elected official votes against his/her own motion second after succumbing to PMM. Finally, I think we are likely to offer better motions (BM) if we have limited questions/debate before MM. Of course, the chairman retains authority to determine the time for questions/debate before accepting a motion.

To recap, I oppose PMM because it foretells PP and BS. Therefore, for a good BM, I offer the following supplementary Rules to Roberts:

(P.S. While thinking about rule 1 thought I would try two more)

Rule 1. Each commissioner shall have a limited opportunity to ask questions and make comments before the chair entertains a formal motion on an item. This shall not preclude the opportunity to engage in additional questions and/or debate after a motion is offered.

Rule 2. On matters of special importance, including such items as rate setting, special assessments, long term contracts, and large financial obligations, two affirmative votes at separate meetings shall be required unless four commissioners are satisfied an emergency or other good cause exists to forego the second vote.

Rule 3. Commissioners shall have the right to ask Staff (Manager, Clerk, Financial Officer, or Attorney) to conduct limited research and prepare materials on an issue without the knowledge or approval of the Board unless staff determines the request will be unduly disruptive or prohibitively expensive. In that case Staff shall comply with the request on a limited basis until such time as the Board decides whether resources should be devoted to an issue.

Andrew M. Tobin
P.O. Box 60
Tavernier, FL 33070
305 652.3339
From: Andrew Tobin  Re: "Parliamentary Procedure"  Date: June 26, 2005

All;

I would like to settle the parliamentary debate on whether a formal motion to approve or deny is necessary before a commissioner can ask questions of staff and/or make limited comments. Here are my reasons for opposing premature motion making (PMM).

I, for one, need a limited amount of information, feedback from staff, and at times a choice comment from my fellow commissioners on their inner feelings before I am ready. PMM of course discourages such interplay. I am also concerned about premature positioning (PP). This usually occurs because the motion maker (MM) and second are forced to go in before they are ready. There is also the problem of back sliding (BS), which is a condition that occurs when an elected official votes against his/her own motion/second after succumbing to PMM. Finally, I think we are likely to offer better motions (BM) if we have limited questions/debate before MM. Of course the chairman retains authority to determine the time for questions/debate before accepting a motion.

To recap, I oppose PMM because it leads to PP and BS. Therefore, for a good BM, I offer the following Supplementary Rules to Roberts:

(P.S. While thinking about rule 1 I thought I would try two more)

Rule 1. Each commissioner shall have a limited opportunity to ask questions and make comments before the chair entertains a formal motion on an item. This shall not preclude the opportunity to engage in additional questions and/or debate after a motion is offered.

Rule 2. On matters of special importance, including such items as rate setting, special assessments, long term contracts, and large financial obligations, two affirmative votes at separate meetings shall be required unless four commissioners are satisfied an emergency or other good cause exists to forgo the second vote.

Rule 3. Commissioner shall have the right to ask Staff (Manager, Clerk, Financial Officer, or Attorney) to conduct limited research and prepare materials on an issue without the knowledge or approval of the Board unless staff determines the request will be unduly disruptive or prohibitively expensive. In that case, staff shall comply with the request on a limited basis until such time as the Board decides whether resources should be devoted to an issue.

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

Meeting Date: July 18, 2017
Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: Sponsor:
Commissioner's Item Commissioner Majeska

Subject:
Commercial Use of Residential Property

Summary of Discussion:

Reviewed / Approved | Financial Impact | Attachments
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Operations: | $ 0.00 | 
Administration: | | 
Finance: | | 
District Counsel: | | 
District Clerk: | | 
Engineering: | | 

Approved By: [Signature] General Manager
Date: 7-12-17
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: July 18, 2017
Agenda Item Type: Information / Presentation
Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: Commissioner's Item
Sponsor: Chairman Asdourian
Subject: E-Mails

Summary of Discussion:

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

Financial Impact
$ 0.00
Funding Source:

Budgeted:
N/A

Attachments

Approved By: ___________________________ Date: 7-12-17

General Manager