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. RECOGNIZE DISTRICT STAFF

1. Time in Service Recognition
2. Operator Achievement Presentation
3. Employee of the Quarter

F. PUBLIC COMMENT

G. APPROVAL OF MINUTES OF PREVIOUS MEETINGS

1. Minutes of September 5, 2017

H. GENERAL MANAGER’S REPORT

1. Wastewater Utility Manager Position

I. BUDGET AND FINANCE REPORT

1. 457(b) Plan – Discretionary Non-Elective Defined Contribution
   RESOLUTION NO. 31-10-17
   A RESOLUTION OF THE BOARD OF COMMISSIONERS ADOPTING A 457(B) PLAN NON-ELECTIVE DEFINED CONTRIBUTION OF 3 PERCENT FOR ALL EMPLOYEES OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.
2. FY18 Engineering Services for Capital Improvements
3. FY18 Engineering Services for WWTP Operations
4. FY18 Engineering Services for Field Operations
5. FY18 Engineering Services for Administration
6. FY18 Engineering Services for Maintenance Operations
7. Hurricane Irma Emergency Equipment Purchase

J. ADMIN AND CUSTOMER SERVICE REPORT

K. OPERATIONS REPORT

1. Calusa Campground Update

L. CONSTRUCTION REPORT

M. ENGINEER’S REPORT

N. LEGAL REPORT

1. General Counsel Contract Review

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:  
October 3, 2017  
Agenda Item Type:  
Information / Presentation  
Agenda Item Scope:  
Review / Discussion  
Recommended Action:  
Action

Department:  
Legal  
Sponsor:  
Nick Mulick

Subject:  
Minutes of September 5, 2017

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

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<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
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<tr>
<td>Operations:</td>
<td>$ 0.00</td>
<td>1. Minutes of September 5, 2017</td>
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<td>Finance:</td>
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<td>District Counsel:</td>
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<td>District Clerk:</td>
<td>Budgeted:</td>
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<tr>
<td>Engineering:</td>
<td>N/A</td>
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Approved By:  
Date: 9-28-17
MINUTES

The Key Largo Wastewater Treatment District Board of Commissioners met for their regular scheduled meeting at 4:00 PM on September 5, 2017. Present were Chairman David Asdourian and Commissioners Susan Heim and Stephen Gibbs. Commissioner Robert Majeska was absent. Also present were General Manager Peter Rosasco with Bishop, Rosasco & Co., General Counsel Nicholas Mulick, District Clerk Katherine Jackson and other appropriate District Staff.

Commissioner Gibbs led the Pledge of Allegiance.

Commissioner Robert Majeska arrived at 4:03 PM.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

- Mr. Rosasco requested that Items E-2; I-2 and 3; and J-2; be deleted from the Agenda and Item H-1 be revised to Hurricane Irma Updates.

APPROVAL OF AGENDA (D-1)

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

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (G)

Minutes of August 21, 2017 (G-1)

Motion: Commissioner Gibbs made a motion to approve the minutes of August 21, 2017, and Commissioner Heim seconded the motion. The motion passed without objection.

Minutes of August 22, 2017 (F-2)

Commissioner Heim proposed that item G-2 reflect that Commissioner Tobin requested a copy of the contract.

Motion: Commissioner Heim made a motion to approve the minutes of August 22, 2017 as amended, and Commissioner Gibbs seconded the motion. The motion passed without objection.
Minutes of August 24, 2017 (G-1)

Motion: Commissioner Gibbs made a motion to approve the minutes of August 24, 2017, and Commissioner Heim seconded the motion. The motion passed without objection.

Minutes of August 28, 2017 (G-1)

Motion: Commissioner Gibbs made a motion to approve the minutes of August 28, 2017, and Commissioner Heim seconded the motion. The motion passed without objection.

GENERAL MANAGER’S REPORT (H)

Hurricane Irma Update (H-1)

Mr. Rosasco requested permission to postpone the September 7, 2017 workshop with Mr. Tim Martin and cancel the September 12, 2017 Board of Commissioners meeting to which the Board consented. Mr. Rosasco stated that he has been participating in the Monroe County Emergency Management meetings on behalf of KLWTD and conducting hurricane preparation meetings with District Staff.

Commissioner Andrew Tobin arrived at 4:12 PM.

Mr. Rosasco informed the Board that arrangements have been made for the system to remain operating during the storm and reassured the Board that the District is prepared for the storm.

Staff answered questions from the Board.

Disaster Recovery and Backup (H-2)

Mr. Ernesto Milian informed the Board that although he was able to back up the District to his personal hard drive, the District needs a long-term data recovery solution. Commissioner Heim shared her concerns with the rest of the Board regarding the end user agreement, and Mr. Mulick further explained that the agreement is fairly standard across the industry.

Motion: Commissioner Tobin made a motion to approve a 3-year contract with Infrascale not to exceed a total amount of $50,290.80, and Commissioner Gibbs seconded the motion.

Vote on Motion

<table>
<thead>
<tr>
<th>Commissioner</th>
<th>Vote</th>
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<tbody>
<tr>
<td>Tobin</td>
<td>Aye</td>
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<tr>
<td>Gibbs</td>
<td>Aye</td>
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<tr>
<td>Majeska</td>
<td>Aye</td>
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<tr>
<td>Heim</td>
<td>Aye</td>
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<tr>
<td>Asdourian</td>
<td>Aye</td>
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Motion Passed: 5 to 0
BUDGET AND FINANCE REPORT (I)

FY2018 Proposed Budget, Staffing Plan and Organizational Chart (I-1)

Mrs. Fazio presented the updated Fiscal Year 2018 proposed budget, staffing plan and organizational chart and outlined the changes from the previous version. Staff answered questions from the Board.

Motion: Commissioner Heim made a motion to the FY2018 Proposed Budget, Staffing Plan and Organizational Chart, and Commissioner Tobin seconded the motion.

Vote on Motion
- Commissioner Heim – Aye
- Commissioner Tobin – Aye
- Commissioner Gibbs – Aye
- Commissioner Majeska – Aye
- Chairman Asdourian – Aye
- Motion Passed: 5 to 0

ADMIN AND CUSTOMER SERVICE REPORT (J)

Reversal of Waiver – AK#9102314 – 362 Sound Drive (J-1)

Mrs. Bockelman, Customer Service Manager, presented a proposed reversal of waiver and answered questions from the Board.

Motion: Commissioner Heim made a motion to approve Resolution 29-08-17, Reversal of Waiver – AK#9102314 – 362 Sound Drive, and Commissioner Gibbs seconded the motion.

Vote on Motion
- Commissioner Heim – Aye
- Commissioner Gibbs – Aye
- Commissioner Majeska – Aye
- Commissioner Tobin – Aye
- Chairman Asdourian – Aye
- Motion Passed: 5 to 0

OPERATIONS REPORT (K)

WWTP Operations Building Fire Detection Upgrade – Add-on (K-1)

Mr. Castle presented a proposal from AFA Protective Systems, Inc. to install additional recommended equipment at the plant operations building and answered questions from the Board.
Motion: Commissioner Majeska made a motion to approve the proposal in an amount not to exceed $1,599, and Commissioner Heim seconded the motion.

Vote on Motion
- Commissioner Majeska – Aye
- Commissioner Heim – Aye
- Commissioner Gibbs – Nay
- Commissioner Tobin – Aye
- Chairman Asdourian – Aye

Motion Passed: 4 to 1

Intent to Award – Buffer Tank Installation – 101000 Overseas Highway (K-2)

Mr. Ed Castle presented a proposal from Nationwide Plumbing to install a buffer tank and cleanout at 101000 Overseas Highway. Commissioner Tobin shared his concerns regarding the District paying for the installation since this parcel is being redeveloped.

Staff answered questions from the Board and the Board directed that this item be brought back at a future date for further discussion.

Motion: Commissioner Tobin made a motion to table this item until a future meeting, and Commissioner Gibbs seconded the motion. The motion passed without objection.

Grinder Pump Equipment Purchase – Phase II Unique Program (K-3)

Mrs. Bockelman presented a memo outlining the equipment purchase for Phase II of the Unique Program and stated that each parcel is assessed an equipment charge to be added to the non-ad valorem tax bill.

Staff answered questions from the Board.

Motion: Commissioner Gibbs made a motion to approve the equipment purchase for Phase II of the Unique Program in an amount not to exceed $31,511, and Chairman Asdourian seconded the motion.

Vote on Motion
- Commissioner Gibbs – Aye
- Chairman Asdourian – Aye
- Commissioner Majeska – Aye
- Commissioner Heim – Aye
- Commissioner Tobin – Aye

Motion Passed: 5 to 0
ADJOURNMENT (P)

The Meeting was adjourned at 5:53 PM.

________________________________________
David Asdourian, Chairman

________________________________________
Katherine Jackson, Clerk
RESOLUTION NO. 29-08-17

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REQUEST OF KEYS INTERIOR DESIGN SERVICES CORP FOR THE REINSTATEMENT OF ASSESSMENT OF ONE TAX PARCEL TO 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 1 via Resolution 10-08-16 dated August 2, 2016, the Final Assessment Resolution for 2016; and

WHEREAS, in accordance with the Section 10.6 of the General Rules and Regulations, the parcel owner(s) waived their right to receive wastewater service and requested that the District suspend collection of the System Development Charge ("SDC") and all future non-ad valorem Assessments on the excluded Tax Parcel; and

WHEREAS, pursuant to Section 10.6 (b) of the General Rules and Regulations, the parcel owner(s) 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; and

WHEREAS, the District subsequently issued a waiver of the SDC and all future District initiated non-ad valorem Assessments on the excluded Tax Parcel listed in Section 1 below, which was recorded in the Office of the Clerk of the Circuit Court of Monroe County, in Official Records Book number 2817, Page 1802 on the 28th day of September, 2016; and

WHEREAS, subsequently, the current parcel owner, Keys Interior Design Services Corp requested a reversal of their waiver of wastewater service, and agreed to pay the SDC, all future non-ad valorem Assessments, and the full direct and indirect District costs of providing service to the excluded Tax Parcel; and

WHEREAS, the District approved the request of the current parcel owner, Keys Interior Design Services Corp to reverse the waiver on the parcel described in Section 1.

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

Section 1.
PARCEL ID: 00467660-000100
AK NO. 9102314
PARCEL DESCRIPTION: BK 7 LT 5 SOUTH CREEK VILLAGE KEY LARGO PB3-85 OR485-457 OR505-524 OR729-411 OR785-740 OR809-1385 OR980-1992/93 OR1112-1585 OR1268-1824 OR1272-1921C OR1272-1922 OR2828/1868

Section 2. Resolution number 10-08-16 dated August 2, 2016 (The 2016 Final Assessment Resolution), Section 3.01 (Assessment Roll) is hereby amended to include the Parcel listed in Section 1 above.
Section 3. The System Development Charge (SDC) the owner is required to pay is $5,840, plus additional costs of $0.00, plus an administrative fee of $200 for a total of $6,040. This amount is due and payable in full on the effective date of this Resolution.

Section 4. Any unpaid portion of the amount listed in Section 3 in addition to any other reasonable fees associated with the collection of the amount listed in Section 3 shall be added to the following year's non Ad-Valorem Assessment Roll in its entirety and shall constitute a lien upon the assessed parcel(s), equal in rank and dignity with the liens of all state, county, district, or municipal taxes and other non-ad valorem assessments. The lien shall be deemed perfected upon adoption of this Resolution.

Section 5. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect upon adoption by the Board of Commissioners.

Section 6. 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 5th DAY OF SEPTEMBER, 2017
The foregoing RESOLUTION was offered by Commissioner Heim, who moved its approval. The motion was seconded by Commissioner Heim, and being put to a vote the result was as follows:

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<tr>
<th>Chairman Asdourian</th>
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<th>NAY</th>
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<td>Commissioner Gibbs</td>
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<td>Commissioner Heim</td>
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<td>Commissioner Majeska</td>
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<td>Commissioner Tobin</td>
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The Chairman thereupon declared this Resolution duly passed and adopted the 5th day of September, 2017.

KEY LARGO WASTEWATER TREATMENT DISTRICT

David Asdourian, Chairman

ATTEST: Approved to as to form and legal sufficiency

Katherine Jackson, District Clerk

Nicholas W. Mulick, General Counsel
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: October 3, 2017

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

Department: General Manager
Sponsor: Peter Rosasco

Subject: Wastewater Utility Manager Position

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

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Approved By: General Manager

Date: 9-28-17
Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Agenda Item Summary

Meeting Date: October 3, 2017

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

Department: Finance  
Sponsor: Peter Rosasco

Subject:  
457(b) Plan - Discretionary Nonelective Defined Contribution

Summary of Discussion:
The current 457(b) plan and discretionary nonelective defined contribution options will be discussed.

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Approved By: [Signature]  
Date: 9-28-17
To: KLWTD Board  
From: Connie Fazio  

Subject: 457(b) Defined Contribution  

Key Largo Wastewater Treatment District maintains and contributes to a 457(b) plan. Currently, the District makes employer matching contributions up to 6 percent of employees' gross wages, depending on the amount that the employee contributes.

The District's Adoption Agreement for the 457(b) plan authorizes the option of discretionary nonelective contributions to all employees, regardless of if those employees are currently enrolled in the plan or contribute to the plan.

If a 3 percent (of employees' gross wages) discretionary nonelective contribution is approved effective October 1, 2017, this annual expense is estimated to be $59,680, based on the current Fiscal Year 2018 staffing plan.

A resolution adopting the discretionary nonelective defined contribution is required to implement this change. No changes or amendments to the Adoption Agreement are needed.

Respectfully submitted,

Connie Fazio  
Senior Finance Manager
RESOLUTION NO. 31-10-17
A RESOLUTION OF THE BOARD OF COMMISSIONERS
ADOPTING A 457(B) PLAN NON-ELECTIVE DEFINED
CONTRIBUTION OF 3 PERCENT FOR ALL EMPLOYEES
OF THE KEY LARGO WASTEWATER TREATMENT
DISTRICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District (“District”) currently
maintains and contributes to a 457(b) Plan (“Plan”) for the benefit of employees of the
District; and

WHEREAS, the Plan consist of an Adoption Agreement, its related Basic
Plan Document, and any related Appendix and Addendum to the Adoption
Agreement; and

WHEREAS, a copy of the District’s Adoption Agreement is attached hereto as
Exhibit “A”; and

WHEREAS, under the current Plan, the District makes employer matching
contributions of up to 6 percent of employees’ gross wages; and

WHEREAS, under the current Plan, the District is authorized and permitted
to make discretionary Nonelective Contributions; and

WHEREAS, the Board of Commissioners has determined that it would be
in the best interest of the District to make discretionary Nonelective Contributions
of three (3) percent of employees’ gross wages as an employer contribution to all
employees, regardless of the employee’s contribution or participation.

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

Section 1. The Adoption Agreement and Plan are hereby amended to
provide for Nonelective Contributions of three (3) percent of
employees’ gross wages as an employer contribution to all
employees, regardless of the employee’s contribution or
participation.

Section 2. Section C, 6ii of the Adoption Agreement shall be changed
to YES, and Section C, 7 of the Adoption Agreement shall
be changed to 3 percent. All other terms, conditions, and
provisions of the Adoption Agreement and Plan shall remain
unchanged and in full force and effect. The Adoption
Agreement and Plan, as amended by this resolution, are hereby adopted and approved by the Key Largo Wastewater Treatment District (referred to in the Plan as the "Company").

Section 3. APPLICABILITY AND EFFECTIVE DATE. This resolution shall take effect on October 1, 2017 upon adoption by the Board of Commissioners.

Section 4. AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designee(s) are authorized to take all actions as they may deem necessary, appropriate or convenient to implement the foregoing resolutions including, without limitation, execution of the attached amendment and causing to be prepared and filed such reports, documents or other information as may be required under applicable law.

RESOLVED AND ADOPTED THIS 3rd DAY OF OCTOBER, 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:

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Chairman Asdourian
Commissioner Gibbs
Commissioner Heim
Commissioner Tobin
Commissioner Majeska

The Chairman thereupon declared this Resolution duly passed and adopted the 3rd day of October, 2017

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: ____________________________
Chairman

ATTEST: Approved to as to form and legal sufficiency
Katherine Jackson, District Clerk

General Counsel, Nick Mulick

SEAL
ADOPTION AGREEMENT
SECTION 457(b) DEFERRED COMPENSATION PLAN

NOTE: This Plan (Adoption Agreement and Basic Plan Document) has not been approved by the Internal Revenue Service. It must be reviewed by qualified counsel to ensure that it is appropriate for its intended use.

The undersigned adopting employer hereby adopts this Plan. The Plan is intended to qualify as an "eligible deferred compensation plan" within the meaning of Code section 457(b). The Plan shall consist of this Adoption Agreement, its related Basic Plan Document and any related Appendix and Addendum to the Adoption Agreement. Unless otherwise indicated, all Section references are to Sections in the Basic Plan Document.

COMPANY INFORMATION
1. Name of adopting employer (Plan Sponsor): Key Largo Wastewater Treatment District
2. Address: 98880 Overseas Highway
6. Phone number: 305-451-4019 7. Fax number: __________
8. Plan Sponsor EIN: 83-0344274
9. Plan Sponsor fiscal year end: December 31
10. State of organization of Plan Sponsor: Florida
11. The term "Employer" includes the Plan Sponsor.

PLAN INFORMATION
A. GENERAL INFORMATION
1. Plan name: a. Key Largo Wastewater Treatment District 457(b) Plan
   b. __________
2. Effective Date:
   2a. Original effective date of Plan: September 1, 2008
   2b. Is this a restatement of a previously-adopted plan? [X] Yes [ ] No
   2c. If A.2b is "Yes", effective date of Plan restatement: October 1, 2015.
   NOTE: If A.2b is "No", the Effective Date shall be the date specified in A.2a, otherwise the date specified in A.2c; provided, however, that when a provision of the Plan states another effective date, such stated effective date shall apply as to that provision.
3. Plan Year means each 12-consecutive month period ending on December 31 (e.g. December 31).
   NOTE: The Plan Year should correspond to the Participant's taxable year which in most cases is the calendar year.

Plan Type
4. Type of Plan:
   i. [X] Plan maintained by a tax-exempt entity within the meaning of Code section 457(e)(1)(B).
   ii. [X] Governmental Plan maintained by a state or related entity within the meaning of Code section 457(e)(1)(A).

Plan Features
5. Employer/Employee contributions permitted (check all that apply):
   a. [X] Matching Contributions.
   b. [X] Nonelective Contributions.
   c. Participant Deferral Contributions.
   d. [ ] If A.5c is selected and the Plan is a Governmental Plan, Roth Deferrals are permitted.
   e. If Roth Deferrals are permitted, enter the effective date of the Roth Deferrals: __________ (no earlier than January 1, 2011).

Compensation
6. Definition of Compensation (check all that apply):
   a. [X] Base salary.
   b. [ ] The additional pay specified in A.7.
7. If A.6b is selected, enter the additional pay: __________
8a. Are there any exclusions from the definition of Compensation: 

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8b. If A.8a is "Yes", enter the exclusions from the definition of Compensation: 

8c. Exclude pay earned before participation in Plan from definition of Compensation:  

Unless "No" is checked, Compensation shall include only that compensation which is actually paid to the Participant by the Company during that part of the Plan Year the Participant is eligible to participate in the Plan. Otherwise, Compensation shall include that compensation which is actually paid to the Participant by the Company during the Plan Year.

B. ELIGIBILITY

Eligible Employee

NOTE: If the Plan is not a Governmental Plan, participation in the Plan must be limited to a select group of management or highly compensated employees within the meaning of Title 1 of the ERISA.

1. Subject to the conditions and limitations of B.2 through B.4, the term Eligible Employee shall include Employees who are also (check all that apply):
   a. [ ] Officers of the Company in the following positions: 
   b. [ ] Other management or highly compensated employees in the following classifications/positions: 
   c. [ ] Employees listed in an appendix to the Adoption Agreement.
   d. [ ] All Employees except: 
   e. [X] All Employees.

   NOTE: Only a Governmental Plan may select B.1.d or B.1.e.

2. Indicate whether an independent contractor may participate in the Plan:  

   [ ] Yes [X] No

Eligible Employee - Other

3. In addition to the requirements in B.1, the following additional conditions must be met in order for an Employee to become an Eligible Employee (check all that apply):
   a. [ ] Must be approved by the Chief Executive Officer of the Plan Sponsor.
   b. [ ] Must be approved by the Chief Executive Officer of the Employee's employing entity.
   c. [ ] Must be approved by the Board of the Plan Sponsor.
   d. [ ] Must be approved by the Board of the Employee's employing entity.
   e. [ ] Other requirements listed in B.4.

4. If B.3.e is selected, enter other requirements: 

Requirements for Participation

An Eligible Employee shall become eligible to participate in the Plan upon meeting the following conditions in B.5 through B.6:

5. Minimum service requirement for an Eligible Employee to become eligible to be a Participant in the Plan:
   i. [X] None.
   ii. [ ] Completion of: 
   iii. [ ] Other: 

6. Frequency of entry dates:
   i. [ ] first day of each calendar month
   ii. [ ] first day of each plan quarter
   iii. [ ] first day of the first month and seventh month of the Plan Year
   iv. [ ] first day of the Plan Year
   v. [X] Other: first day

Modifications

7a. Indicate whether there are any modifications to the requirements specified in B.1 - B.6:  

   [X] Yes [ ] No

7b. If B.7a is "Yes", specify the modifications: For employer contributions, an eligible employee shall become eligible to participate in the plan on the first full payroll period coinciding with or next following the attainment of age 21 and the completion of six months of service.

C. ELECTIONS/CONTRIBUTIONS
1a. If A.5c is selected (Participant Deferrals permitted), minimum Participant contribution: None (leave blank or enter "0" if none)
1b. If A.5c is selected (Participant Deferrals permitted), maximum Participant contribution: one hundred percent (100%).

2. If A.5c is selected (Participant Deferrals permitted), a Participant may defer accumulated sick pay, accumulated vacation pay, and back pay:
   [X] Yes   [ ] No

Matching Contributions

3. If A.5a is "Yes" (matching contributions are permitted), specify method to allocate matching contributions (Section 5.01(b)):
   i. [ ] Pursuant to the formula specified in C.4.
   ii. [X] An amount and allocation formula as determined by the Company.
4. If A.5a is "Yes" (matching contributions are permitted), and C.3.1 is selected, indicate the formula to allocate such contributions:
5. If A.5a is "Yes" (matching contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: none.
   NOTE: If C.5 is blank or "None", there are no additional requirements for a Participant to receive an allocation of matching contributions.

Nonelective Contributions

6. If A.5b is "Yes" (nonelective contributions are permitted), specify method to allocate nonelective contributions (Section 5.01(b)):
   i. [ ] In the ratio that each Participant's Compensation bears to the Compensation of all eligible Participants.
   ii. [ ] Pursuant to the formula specified in C.7.
   iii. [X] An amount and allocation formula as determined by the Company.
7. If A.5b is "Yes" (nonelective contributions are permitted) and C.6.ii is selected, indicate the formula to allocate such contributions: ________.
8. If A.5b is "Yes" (nonelective contributions are permitted), indicate any requirements that must be met in the applicable Plan Year to receive an allocation of such contributions: none.
   NOTE: If C.8 is blank or "None", there are no additional requirements for a Participant to receive an allocation of nonelective contributions.

Transfers/Rollovers

9. Transfers/rollover contributions are permitted (Section 5.03 and 5.04):
   [X] Yes   [ ] No
   NOTE: If the Plan is not a Governmental Plan and C.9 is "Yes", Section 5.03 shall apply. If the Plan is a Governmental Plan and C.9 is "Yes", Section 5.03 and 5.04 shall apply.

D. EARNINGS/TRUST

Earnings

1. A Participant's Accounts shall be credited with earnings in the following manner:
   i. [ ] Fixed rate specified in D.2.
   ii. [ ] Predetermined investment(s) specified in an appendix to the Adoption Agreement.
   iii. [X] Predetermined investment(s) as specified by the Plan Administrator.
   iv. [ ] Mid-term applicable federal rate (as defined pursuant to Code section 1274(d)) for January 1 of the calendar year.
   NOTE: If the Plan is a Governmental Plan, D.1 must be a predetermined investment.
2. If D.1.i (fixed rate) is selected, specify the rate: ________.
   NOTE: If the rate specified in D.2 is a published rate, and the entry in D.2 does not specify when the rate is redetermined, such rate shall be redetermined at the beginning of each Plan Year.
3. If D.1.ii or D.1.iii (predetermined investments) is selected, specify the extent to which a Participant may choose among the predetermined investments:
   i. [ ] A Participant may not choose among predetermined investments.
   ii. [ ] As of each Valuation Date.
   iii. [ ] As of the first day of each Plan Year.
   iv. [X] Pursuant to Plan Administrator procedures.
4a. If D.1.ii or D.1.iii (predetermined investments) is selected and D.3.ii, D.3.iii or D.3.iv is selected (Participant direction is allowed), the Plan provides conditions and/or limitations to the Participant's right to select investments:

|   | Yes | X | No |
---|-----|---|----|

4b. If D.1.ii or D.1.iii (predetermined investments) is selected and D.3.ii, D.3.iii or D.3.iv is selected (Participant direction is allowed) and D.4a is "Yes", enter the conditions and/or limitations: ____________________

Granter Trust

5. If the Plan is not a Governmental Plan, specify the extent to which the Company shall establish a grantor trust to pre-fund its obligations for benefits hereunder (Section 7.02(a)):

|   | No grantor trust shall be established. | The Company may, in its sole discretion, establish a grantor trust. | The Company shall establish a grantor trust. |
---|--------------------------------------|---------------------------------------------------------------|-----------------------------------------|

NOTE: If the Plan is a Governmental Plan, the Plan shall establish a Trust pursuant to Section 7.02(b).

Valuation Date

6a. Enter Valuation Date:

|   | Last day of Plan Year | Last day of each Plan quarter | Last day of each month | Each business day | Other |
---|-----------------------|-------------------------------|-----------------------|------------------|-------|

6b. If D.6a.v is selected, enter the Valuation Date: ___________ (Must be at least annually).

E. VESTING FOR COMPANY CONTRIBUTIONS

Vesting Service Rules

1. Indicate the method of determining vesting service: A Participant shall receive a credit for a Year of Service if he or she completes at least 1,000 hours of Service at any time during the twelve consecutive month computation period. The computation period for purposes of determining Years of Service shall commence on the first day of the Plan Year during which an Employee is first credited with an Hour of Service for the Employer and each subsequent twelve consecutive month period shall commence on the anniversary thereof.

NOTE: Unless otherwise specified in E.1, a Participant shall earn one year of vesting service for each calendar year in which he is credited with 1,000 hours of service with the Employer.

Vesting Exceptions

2. Provide for full vesting for a Participant who Terminates employment with the Employer after attainment of Normal Retirement Age while an Employee (Section 5.06):

|   | Yes | X | No |
---|-----|---|----|

3. Provide for full vesting for a Participant who Terminates employment with the Employer due to death while an Employee (Section 5.06):

|   | Yes | X | No |
---|-----|---|----|

4. Provide for full vesting for a Participant who Terminates employment with the Employer due to disability while an Employee (Section 5.06):

|   | Yes | X | No |
---|-----|---|----|

5a. Provide for full vesting for a Participant upon the circumstances described in E.5b (Section 5.06):

|   | Yes | X | No |
---|-----|---|----|

5b. If E.5a is "Yes", describe the other circumstances: ____________.

6a. Company contribution vesting schedule:

|   | 100% | 3-7 Year Graded | 2-6 Year Graded | 1-5 Year Graded | 1-4 Year Graded | 5 Year Cliff | 3 Year Cliff | 2 Year Cliff | Other |
---|-----|-----------------|-----------------|-----------------|-----------------|-------------|-------------|-------------|-------|

NOTE: If the amount of compensation deferred under the Plan during the taxable year is subject to a vesting schedule, the amount of compensation deferred that is taken into account as a Deferral in the taxable year in which the contribution vests must be adjusted to reflect gain or loss allocable to the compensation deferred until the contribution vests.

6b. If E.6a is "Other", enter other vesting schedule: ____________

6c. If E.6a is "Pursuant to another plan", enter name of other plan: ____________

Special Forfeiture Provisions

Copyright 2002-2015 CDM Retirement Consultants
7a. Provide for special forfeiture provisions (Section 5.06(c)):
[ ] Yes [X] No

7b. If E.7a is "Yes", describe any event that shall result in a complete forfeiture of that portion of the Participant's Account specified in E.7c:

NOTE: If the amount of compensation deferred under the plan during the taxable year is subject to a substantial risk of forfeiture, the amount of compensation deferred that is taken into account as an annual deferral in the taxable year in which the substantial risk of forfeiture lapses must be adjusted to reflect gain or loss allocable to the compensation deferred until the substantial risk of forfeiture lapses.

7c. If E.7a is "Yes", a Participant meeting the conditions of E.7b shall forfeit the following portion of his or her Account even if such Account is otherwise fully vested: 

F. DISTRIBUTIONS

NOTE: All distributions are subject to the minimum distribution requirements of Code section 401(a)(9).

Normal Retirement

1. Normal Retirement Age means Attainment of age: 

   NOTE: Normal Retirement Age must be on or after the earlier of: (i) age 65, or (ii) the age at which Participants have the right to retire under a basic defined benefit pension plan of the Employer (or money purchase plan if no defined benefit plan). An earlier age may apply for eligible plans of qualified police or firefighters. The age selected may not be later than age 70-1/2.

Time of Payment for Reasons other than Death

2. Benefits may not commence later than the date specified below (Section 6.01):
   i. [ ] The earlier of the Required Beginning Date or the number of years specified in F.3 after the Participant's Termination.
   ii. [ ] The earlier of the Required Beginning Date or Normal Retirement Age.
   iii. [X] Required Beginning Date.

   NOTE: If F.2.i is selected, payment may not be made earlier than that specified in Section 6.01.

3. If F.2.i is selected (number of years after Termination), enter the number years after the Participant's Termination during which benefits must commence (Section 6.01): 

   NOTE: If zero is entered in F.3, distributions shall commence on the 61st day following the distribution event.

Form of Payment for Reasons other than Death

4a. Optional forms of payment payable for reasons other than death of the Participant (check all that apply):
   i. [X] A single lump sum payment.
   ii. [ ] Annual installment payments for a period of years (payable on an annual basis) which extends for no longer than the number of years specified in F.4b.
   iii. [X] Other optional form of benefit specified in F.4c.

4b. If F.4a.ii (annual installments) is selected, enter the maximum number of years over which payments may be made:

   NOTE: May not extend beyond the life expectancy of the Participant and Beneficiary.

4c. If F.4a.iii (Other) is selected, describe other optional form of benefit: Partial payments.

Payment on Participant Death

5. Distributions on account of the death of the Participant shall be made in accordance with one of the following payment forms (Section 6.05):
   i. [ ] Pay entire remaining Account by end of the first calendar year following the date of death.
   ii. [X] Participant's Beneficiary shall be entitled to make any elections as to timing and form of distribution as were available to the Participant at the time of death subject to the minimum distribution requirements of Code section 401(a)(9).

Unforeseeable Emergency

6a. A Participant may receive a distribution upon the occurrence of an unforeseeable emergency (Section 6.04):
   [X] Yes [ ] No
6b. If F.6a is "Yes", A.5c (Participant Deferral Contributions) is selected, the Plan is a Governmental Plan, and Roth Deferrals are permitted, permit unforeseeable emergency distributions from Roth Deferral Accounts:
   i. [ ] Yes
   ii. [ ] Yes - But only if the withdrawal from the Roth Deferral Account qualifies as a "qualified distribution" within the meaning of Code section 402A(d)(2).
   iii. [ ] No

Small Distributions
7. A Participant may make a one-time election to receive a distribution of a small balance ($5,000 or less) as permitted by Code section 457(e)(9)(A) (Section 6.03):
   i. [ ] Yes
   ii. [X] No

Medium of Payment
8. Medium of distribution from the Plan:
   i. [X] Cash only
   ii. [ ] Cash or in-kind
   iii. [ ] In-kind only

Transfers
9a. Specify whether transfers may be made to another plan (Section 6.08):
   i. [X] Yes
   ii. [ ] No
   NOTE: A transfer shall only be permitted to the extent that it is permissible in accordance with Code section 457(e)(10) and Treas. Reg. section 1.457-10(b).
   NOTE: Governmental Plans are also subject to the direct rollover rules in Section 6.09.

9b. If the Plan is a Governmental Plan, specify whether service credit transfers may be made to another defined benefit governmental plan (Section 6.10):
   i. [ ] Yes
   ii. [X] No

Death or Disability during Qualified Military Service
10a. For benefit accrual purposes, a Participant that dies or becomes disabled while performing qualified military service will be treated as if he had been employed by the Company on the day preceding death or disability and terminated employment on the day of death or disability pursuant to Code section 414(u)(9), Notice 2010-5 and any superseding guidance (Section 6.12):
   i. [ ] Yes
   ii. [X] No
   10b. If F.10a is "Yes", enter the effective date:________________________ (must be on or after January 1, 2007).

Loans/Inservice
11. If the Plan is a Governmental Plan, specify whether Participant loans may be made (Section 6.13):
   i. [X] Yes
   ii. [ ] No
12. If the Plan is a Governmental Plan and C.9 permits rollover contributions, specify whether a Participant may receive an inservice withdrawal of his rollover Account (Section 6.07):
   i. [X] Yes
   ii. [ ] No
13. Specify whether a Participant may receive an inservice withdrawal of his Account upon attainment of age 70-1/2:
   i. [X] Yes
   ii. [ ] No

2009 Required Minimum Distributions
14a. If the Plan is a Governmental Plan, indicate the extent to which participants and beneficiaries have an election to receive distributions that include 2009 RMDs:
   i. [X] Default to continue 2009 RMDs.
   ii. [ ] Default to discontinue 2009 RMDs.
   iii. [ ] Other:__________________________
   NOTE: If "Other" is selected, the below provisions will not apply except to the extent specified.
14b. Direct Rollovers of 2009 RMDs. For purposes of the direct rollover provisions of the Plan, the following will also be treated as eligible rollover distributions in 2009:
   i. [X] None. 2009 RMDs will not be treated as eligible rollover distributions in 2009.
   ii. [ ] 2009 RMDs only.
iii. [ ] Extended 2009 RMDs only.
iv. [ ] 2009 RMDs and Extended 2009 RMDs.

G. PLAN OPERATIONS

Plan Administration

1a. Designation of Plan Administrator (Section 7.01):
   i. [X] Plan Sponsor
   ii. [ ] Committee appointed by Plan Sponsor
   iii. [ ] Other

1b. If G.1a.iii is selected, Name of Plan Administrator: ____________________________

2a. Type of indemnification for the Plan Administrator (and if applicable, the Trustee):
   i. [X] Standard according to Section 7.03.
   ii. [ ] Custom.

2b. If G.2a.II (Custom) is selected, indemnification for the Plan Administrator (and if applicable, the Trustee) is provided pursuant to an Addendum to the Adoption Agreement.

H. MISCELLANEOUS

Failure to properly fill out the Adoption Agreement may result in the failure of the Plan to achieve its intended tax consequences and may further result in significant tax penalties.

The Plan shall consist of this Adoption Agreement, its related Basic Plan Document #4578 and any related Appendix and Addendum to the Adoption Agreement.

The undersigned agree to be bound by the terms of this Adoption Agreement and Basic Plan Document and acknowledge receipt of same. The Plan Sponsor caused this Plan to be executed this 23rd day of September, 2015.

KEY LARGO WASTEWATER TREATMENT DISTRICT:

Signature: ____________________________
Print Name: ____________________________
Title/Position: ____________________________
Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Agenda Item Summary

Meeting Date:  
October 3, 2017

Agenda Item Type:  
Information / Presentation

Agenda Item Scope:  
Review / Discussion

Recommended Action:  
Action: Approval

Department:  
Finance

Sponsor:  
Peter Rosasco

Subject:  
FY18 Engineering Services for Capital Improvements

Summary of Discussion:

The District has included several potential capital improvement projects in its approved FY18 budget. If the Board chooses to perform any or all of these capital improvement projects, Professional Engineering services will be required. The attached Weiler Engineering Work Authorization WEC 18-01 provides funding for the professional engineering services, to be billed at hourly rates, if the projects move forward.

<table>
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<th>Financial Impact</th>
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<td>Engineering:</td>
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</table>

Attachments
1. Work Authorization WEC 18-01

Approved By: [Signature]  
Date: 9-25-17  
General Manager
WORK AUTHORIZATION WEC 18-01
Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District) an independent special district created by Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Capital Projects & Construction Services
PROJECT COST: Hourly (Not to Exceed $111,790 for FY 2018)
PROJECT SCHEDULE: As needed and directed by the District
PROJECT BILLING: See EXHIBIT A

Edward R. Castle, Vice President
The Weiler Engineering Corporation
6805 Overseas Highway
Marathon, FL 33050

David Asdourian, Chairman
KLWTD
103355 Overseas Highway
Key Largo, FL 33037

Witness:

Katherine Jackson, Clerk
KLWTD

Date: __________________
Weiler Engineering's Scope of Services

The Key Largo Wastewater Treatment District (District) provides wastewater collection, transmission, treatment and disposal services for the District and provides treatment and disposal for the wastewater from Islamorada, Village of Islands (Village). In order to provide these services, the District must construct and maintain the infrastructure necessary to collect, treat and dispose of the wastewater. The District will be undertaking various construction projects in FY 2018 and future years.

The District requires assistance in the design of capital projects and in inspection and administration of the construction contracts. The Weiler Engineering Corporation (WEC), as the District's construction professional, will:

- Provide engineering design for the funded capital projects for FY 2018. The design services will include design, technical specifications and bidding assistance as needed.
- Review and rank proposals from Contractors for construction tasks based on qualifications, references and pricing. The ranking will be submitted to the District for review and selection of Contractor(s).
- After selection and award of contract to Contractor(s), conduct Pre-Construction Meeting(s) with the Designer, Contractor(s), Representatives of local utilities, FOOT, District Staff and other interested parties.
- Review shop drawings and submittals provided by the Contractor(s) and approve such documents after determining compliance with the Designer's drawings and specifications.
- Conduct Construction Progress Meetings throughout the entirety of the construction project.
- Interact with the Designer and the Contractor(s) in response to Requests for Clarification by the Contractor(s) regarding the design, as well as serve as the District's liaison to the Designer for other construction issues.
- Participate in start-up of the constructed infrastructure, as applicable.
- Review record drawings, and final close-out documents on completion of the projects. At the District's option, WEC may produce final record drawings based on the Contractor(s)'s record drawings as maintained in the field.

WEC will perform daily construction observation services or may rely on information provided by the District's General Manager and District Staff, should the District elect to provide daily construction observation services, with the agreement of WEC. The observation service may
include:

• Preparing daily, weekly, and monthly inspection reports;
• Maintaining construction record field data; and
• Generating construction progress reports as required by the District.

A breakdown of service cost is detailed in "Exhibit B". Upon the District's authorization to proceed, WEC's services during will include those outlined above and more specifically as follows:

**Basic Services**

A. WEC's services during design will include specifically the following:

1. **Design.** WEC will consult with the District to define the capital projects and will produce design drawing to include Civil, Structural and Electrical engineering design as needed. Drawing will be produced in AutoCAD on 22” X 34” sheets. Final drawings will be signed and sealed and will be provided in both paper and PDF format.

2. **Technical Specifications.** Technical specifications for the project will be produced to cover all aspects of the work. The technical specifications will be reviewed and will be signed and sealed by a licensed professional engineer. The technical specifications will be provided both in hard copy and in PDF format.

3. **Bidding Assistance.** WEC will prepare the RFP documents using the District's standard RFP format. The RFP will include the bid form and other forms and will include the Standard General Conditions, Supplementary Conditions and the FDEP Supplementary conditions as well as a construction cost estimate. The RFP will be prepared in PDF format, ready for uploading to DemandStar for advertising.

B. WEC's services during construction will include specifically the following:

1. **General Administration of Construction Contract.** Consult with District and act as the District's representative as provided in the Agreement and the Construction Contract between the District and the Contractor(s). All of District's instructions to the Contractor(s) will be issued through WEC, who shall have authority to act on behalf of District in dealings with the Contractor(s) to the extent provided in the Contract for Consulting/Professional Services except as otherwise provided in writing.

2. **Resident Project Representative (RPR).** Provide the services of an RPR, on an as-needed basis to supplement District inspections, at the North Component construction sites to provide more extensive observation of the Contractor(s)'s work. Duties, responsibilities, and authority of the RPR are as outlined in Exhibit B.

3. **Pre-Construction Conference.** Conduct the Pre-Construction Conference prior to commencement of Work at the Site.

4. **Visits to Site and Observation of Construction.** Make visits to the Site at intervals appropriate to the various stages of construction, as WEC deems necessary, in order to observe as an experienced and qualified design professional the progress and quality of the Work.

5. **Defective Work.** Recommend to District that the Contractor(s)'s work be disapproved and
rejected while it is in progress if, on the basis of such observations, WEC believes that such work will not produce a completed Project that conforms generally to the Contract Documents or that it will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents.

6. **Clarifications and Interpretations-Field Orders.** Provide clarifications and interpretations of the Contract Documents as appropriate to the orderly completion of the Contractor(s)'s work and make recommendations to the District.

7. **Change Orders and Work Change Directives.** Recommend Change Orders and Work Change Directives to the District, as appropriate.

8. **Shop Drawings and Samples.** Review and approve or take other appropriate action in respect to shop drawings, samples and other data which the Contractor(s) is required to submit.

9. **Substitutes and "or-equal."** Evaluate and determine the acceptability of substitute or "or-equal" materials and equipment proposed by the Contractor(s).

10. **Inspections and Tests.** Assure that the Contractor(s) has required such special inspections or tests of the Contractor(s)'s work as deemed reasonably necessary, and receive and review all certificates of inspections, tests, and approvals required by Laws and Regulations or the Contract Documents.

11. **Disagreements between the District and Contractor(s).** Render formal written decisions on all claims of the District and Contractor(s) relating to the acceptability of Contractor(s)'s work or the interpretation of the requirements of the Contract Documents pertaining to the execution and progress of Contractor(s)'s work.

12. **Applications for Payment.** Review Contractor(s)' Applications for Payment and all accompanying support documentation.

13. **Contractor(s)'s Completion Documents.**
   a. Review maintenance and operating instructions, schedules, and guarantees received from the Contractor(s).
   b. From the Contractor(s), receive bonds, certificates, or other evidence of insurance not previously submitted and required by the contract documents which are to be assembled by the Contractor(s) to obtain final payment.
   c. WEC shall transmit these documents to the District.

14. **Substantial Completion.** Promptly after notice from the Contractor(s) that the entire work is ready for its intended use, in company with the Contractor(s), conduct an inspection to determine if the Work is Substantially Complete. If after considering any objections of the District, WEC considers the Work Substantially Complete, WEC shall review a certificate of Substantial Completion delivered by the Contractor(s) to the District.

15. **Final Notice of Acceptability.** Conduct a final inspection to determine if the completed Work of the Contractor(s) is acceptable so that WEC may recommend, in writing, final payment to the Contractor(s).


**Duration of Construction Phase:**
The fees for these services, as specifically set forth in EXHIBIT A will be charged on an hourly basis. The Construction Phase will commence with the execution of the Construction Agreement for the each Project or any part thereof and will terminate upon written recommendation by WEC for final payment to the Contractor(s) and acceptance by the District. WEC will not perform services under this Work Authorization that would exceed the FY 2018 "Not to Exceed" amount stated above, without prior written authorization from the District.
EXHIBIT A

WEILER ENGINEERING FEE SCHEDULE

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<td>Expert Witness</td>
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<td>Registered Professional Engineer</td>
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<td>Structural Manager</td>
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<td>Mining Specialist PhD (non-P.E.)</td>
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Reimbursable Expenses:

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**Travel**: Cost plus 15% *(Travel outside of Monroe, Charlotte, Sarasota or Lee Counties)*

**Overnight mail**: Cost plus 15%

**Other Reimbursable Expenses**: Cost plus 15%

Work Authorization WEC 18-01
EXHIBIT B

Resident Project Representative

A. WEC shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist WEC in observing progress and quality of the Work. The District shall provide at least one staff employee to assist the RPR with inspections and other duties as directed by the RPR. The RPR, assistants, and other field staff as described within this Exhibit C may provide full time representation or may provide representation to a lesser degree, at the District's option, with deductions in billing to the District based on reduced services.

B. Through such additional observations of the Contractor(s)’s work in progress and field checks of materials and equipment by the RPR and assistants, WEC shall endeavor to provide further protection for the District against defects and deficiencies in the Work. However, WEC shall not, during such visits or as a result of such observations of the Contractor(s)’s work in progress, supervise, direct, or have control over the Contractor(s)’s Work nor shall WEC have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected by the Contractor(s), for safety precautions and programs incident to the Contractor(s)’s work in progress, for any failure of the Contractor(s) to comply with Laws and Regulations applicable to the Contractor(s)’s performing and furnishing the Work, or responsibility of construction for the Contractor(s)’s failure to furnish and perform the Work in accordance with the Contract Documents.

C. The duties and responsibilities of the RPR are limited to those of WEC in the Scope of Services and Contract for Consulting/Professional Services with the District and in the Contract Documents, and are further limited and described as follows:

1. **General:** RPR is WEC’s agent at the Site, will act as directed by and under the supervision of WEC, and will confer with WEC regarding RPR’s actions. RPR’s dealings in matters pertaining to the Contractor(s)’s work in progress shall in general be with WEC and the Contractor(s), keeping the District advised as necessary. RPR’s dealings with subcontractors shall only be through or with the full knowledge and approval of the Contractor(s). RPR shall generally communicate with the District with the knowledge of and under the direction of WEC.

2. **Schedules:** Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by the Contractor(s) and consult with WEC concerning acceptability.

3. **Conferences and Meetings:** Attend meetings with the Contractor(s), such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.

Work Authorization WEC 18-01
4. **Liaison:** Serve as WEC's liaison with the Contractor(s), working principally through the Contractor(s)'s superintendent and assist in understanding the intent of the Contract Documents.
   a. Assist WEC in serving as the District's liaison with the Contractor(s) when the Contractor(s)'s operations affect the District's on-Site operations.
   b. Assist in obtaining additional details or information from the District, when required for proper execution of the Work.

5. **Interpretation of Contract Documents:** Report to WEC when clarifications and interpretations of the Contract Documents are needed and transmit to the Contractor(s) clarifications and interpretations as issued by WEC.

6. **Shop Drawings and Samples:**
   a. Record date of receipt of Samples and approved Shop Drawings.
   b. Receive Samples which are furnished at the Site by the Contractor(s), and notify WEC of availability of Samples for examination.
   c. Advise WEC and the Contractor(s) of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by WEC.

7. **Modifications:** Consider and evaluate the Contractor(s)'s suggestions for modifications in Drawings or Specifications and report with RPR's recommendations to WEC. Transmit requests for modifications to the Designer as needed. Transmit to the Contractor(s) in writing decisions as issued by WEC and the Designer.

8. **Review of Work and Rejection of Defective Work:**
   a. Conduct on-Site observations of the Contractor(s)'s work in progress to assist WEC in determining if the Work is in general proceeding in accordance with the Contract Documents.
   b. Report to WEC whenever RPR believes that any part of the Contractor(s)'s work in progress will not produce a completed Project that conforms generally to the Contract Documents or will prejudice the integrity of the design concept of the completed Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise WEC of that part of work in progress that RPR believes should be corrected or rejected or should be uncovered for observation, or requires special testing, inspection or approval.

9. **Inspections: Tests and System Startups:**
   a. Consult with WEC in advance of scheduled major inspections, tests, and system startups of important phases of the Work.
b. Verify that tests, equipment, and system start-ups and operating and maintenance training are conducted in the presence of appropriate District personnel, and that the Contractor(s) maintains adequate records thereof.

c. Observe, record, and report to WEC appropriate details relative to the test procedures and system startups.

d. Accompany visiting inspectors representing public or other agencies having jurisdiction over the Project, record the results of these inspections, and report to WEC.

10. Records:

a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, WEC's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to the Contractor(s), and other Project related documents.

b. Prepare a daily report or keep a diary or log book, recording the Contractor(s)'s hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to WEC.

c. Record names, addresses and telephone numbers of all contractors, subcontractors, and major suppliers of materials and equipment.

d. Maintain records for use in preparing Project documentation.

e. Upon completion of the Work, furnish original set of all RPR Project documentation to WEC.

11. Reports:

a. Furnish to WEC periodic reports as required of progress of the Work and of the Contractor(s)'s compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

b. Draft and recommend to WEC and the Designer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from the Contractor(s).

c. Furnish to WEC and the District copies of all inspection, test, and system startup reports.

d. Report immediately to WEC the occurrence of any Site accidents, any Hazardous Environmental Conditions, emergencies, or acts of
God endangering the Work, and property damaged by fire or other causes.

12. Payment Requests: Review Applications for Payment with the Contractor(s) for compliance with the established procedure for their submission and forward with recommendations to WEC, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. Certificates, Operation and Maintenance Manuals: During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by the Contractor(s) are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to WEC for review and forwarding to the District prior to payment for that part of the Work.

14. Completion:
   a. Before WEC issues a Certificate of Substantial Completion, submit to the Contractor(s) a list of observed items requiring completion or correction.
   b. Observe whether the Contractor(s) has arranged for inspections required by Laws and Regulations, including but not limited to those to be performed by public agencies having jurisdiction over the Work.
   c. Participate in a final inspection in the company of WEC, the District, and the Contractor(s) and prepare a final list of items to be completed or corrected.
   d. Observe whether all items on final list have been completed or corrected and make recommendations to WEC concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:
   1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
   2. Exceed limitations of WEC's authority as set forth in the Agreement or the Contract Documents.
   3. Undertake any of the responsibilities of the Contractor(s), subcontractors, suppliers, or the Contractor(s)'s superintendent.
   4. Advise on issue directions relative to or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor(s)'s work unless such advice or directions are specifically required by the Contract Documents.
   5. Advise on issue directions regarding, or assume control over safety precautions and programs in connection with the activities or operations of the District or the Contractor(s).
   6. Participate in specialized field or laboratory testing or inspections conducted off-site by others except as specifically authorized by WEC.
   7. Accept Shop Drawing or Sample submittals from anyone other than the Contractor(s).
8. Authorize the District to occupy the Project in whole or in part.
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: October 3, 2017

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

Department: Sponsor:
Finance Peter Rosasco

Subject:

FY18 Engineering Services for WWTP Operations

Summary of Discussion:

The WWTP operations division requires the services of a Professional Engineer for certain functions throughout the fiscal year, including acting as Director of Operations for 2.5 months, consultation for permitting issues, trouble-shooting of plant operations, attendance as Staff and Board meetings, design of miscellaneous non-capital improvements and renewal of the Deep Injection Well permit. The attached Weiler Engineering Work Authorization WEC 18-02 provides funding for the professional engineering services, to be billed at hourly rates, for these services.

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

Financial Impact
Operations: $ 60,883.00
Finance: Expense
District Counsel: Funding Source:
District Clerk: Rate Revenue
Engineering: Budgeted:

Attachments
1. Work Authorization WEC 18-02

Approved By: ___________________________ Date: 9-28-17
General Manager
WORK AUTHORIZATION WEC 18-02

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Wastewater Plant Engineering Services
PROJECT COST: Hourly (Not to Exceed $60,883 FY 2018)
PROJECT SCHEDULE: As directed by the District
PROJECT BILLING SCHEDULE: See EXHIBIT A

Edward R. Castle, President
The Weiler Engineering Corporation 6805 Overseas Highway
Marathon, FL 33050

David Asdourian, Chairman District
Post Office Box 491
Key Largo, FL 33037

Witness:

Katherine Jackson, Clerk

Date: ____________________________
Wastewater Plant Consulting and
Interim Director of Operations

Weiler Engineering's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater treatment and disposal system located at the WWTP site. From time to time, the District requires opinions, reports, studies and other professional engineering services in support of the WWTP operation. The District currently has a Contract for Consulting/Professional Services by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. In addition, WEC will provide Ed Castle to perform duties as Director of Operations, as needed by the District. WEC’s duties may include but are not limited to:

- Attend District Board meetings
- Participate in weekly staff meetings
- Provide professional consulting assistance to the District's staff in operation and maintenance of the wastewater treatment and disposal systems
- Assist the District's financial staff in preparation of annual capital and operating budgets
- Assist the District in establishing policies and procedures for operation and maintenance
- Assist the District in planning for expansions, upgrades, and modifications to the WWTP
- Assist the District's staff in permitting issues and compliance issues as needed
- Consult with the District's Board members, General Manager and other staff as needed
- Prepare monthly Engineering Status Reports and other documentation as
required for the Board meetings

- Perform studies, provide reports and provide consultation on miscellaneous topics as directed
- Prepare monthly written updates on activities as Director of Operations
- Meet at least weekly with the WWTP Manager to review and discuss the status of operations and compliance at the facility, including:
  - Influent flows and characteristics and any non-routine issues such as odors, grit accumulation, salinity increases and influent strength
  - SBR performance data and trending including DO trends, cycle timing, MLSS concentration and settling characteristics, chemical usage and any non-routine occurrences
  - Filtration and disinfection process performance
  - Effluent flows and disposal performance
  - General maintenance issues and any upcoming corrective maintenance or emergency maintenance needs
  - Status of FDEP reporting and compliance
- Assist the WWTP Manager in preparation of annual capital and operating budgets
- Review and edit Standard Operating Procedures for operation and maintenance prepared by the WWTP Manager and support staff
- Assist the WWTP Manager in planning for expansions, upgrades, and modifications to the WWTP

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provide in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.
**EXHIBIT A**

**WEILER ENGINEERING FEE SCHEDULE**

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

Meeting Date:  
October 3, 2017

Agenda Item Number:  I-4

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

Department:  Finance
Sponsor:  Peter Rosasco

Subject:  
**FY18 Engineering Services for Field Operations**

Summary of Discussion:

The Field Operations division requires the services of a Professional Engineer for certain functions throughout the fiscal year, including acting as Director of Operations for 2.5 months, consultation for permitting issues, trouble-shooting of field operations, attendance as Staff and Board meetings, design of miscellaneous non-capital improvements and review of private plans for connections. The attached Weiler Engineering Work Authorization WEC 18-03 provides funding for the professional engineering services, to be billed at hourly rates, for these services.

---

**Reviewed / Approved**

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

**Financial Impact**

- $ 58,073.00
- Expense
- Funding Source: Rate Revenue
- Budgeted: Yes

**Attachments**

1. Work Authorization WEC 18-03

Approved By:  
[Signature]  
General Manager  
Date:  9-28-17
WORK AUTHORIZATION WEC 18-03

a Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District) an independent special district created by Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Field/Collections Engineering Services

PROJECT COST: Hourly (Not to Exceed $58,073 FY 2018)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

Edward R. Castle, President
The Weiler Engineering Corporation 6805 Overseas Highway
Marathon, FL 33050

David Asdourian, Chairman
District
Post Office Box 491
Key Largo, FL 33037

Witness:

Katherine Jackson, Clerk

Date: ____________________________
Weiler Engineering's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater collection and transmission systems located throughout the District’s service area. From time to time, the District requires opinions, reports, studies, designs and other professional engineering services in support of the Collection System. The District currently has a Contract for Consulting/Professional Service by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District’s general consulting engineering professional, will perform various engineering duties as assigned by the District. In addition, WEC will provide Ed Castle to perform duties as Director of Operations, as needed by the District. These duties may include but are not limited to:

- Attend District Board meetings
- Participate in weekly staff meetings
- Provide professional consulting assistance to the District's staff in operation and maintenance of the wastewater collection and transmission systems
- Assist the District’s financial staff in preparation of annual capital and operating budgets for the Collection Systems
- Assist the District in establishing policies and procedures for operation and maintenance
- Assist the District in planning for expansions, upgrades, and modifications to the Collection Systems
- Provide reviews of plans for private or public collection systems connecting to the District’s Collection System
- Assist the District is identification and correction of inflow and infiltration
- Assist the District's staff in permitting issues and compliance issues as needed
- Consult with the District's Board members, General Manager and other staff as needed

- Meet at least weekly with the Field Operations Manager to review and discuss the status of operations and compliance in the collection system, including:
  
  ❖ Vacuum pump stations performance, including run times of vacuum pumps and sewage pumps, changes in flow or increasing salinity, odor, noise or other nuisance issues
  ❖ Review the logs of alarm calls from vacuum stations and discuss trends and frequencies with the Field Operations Manager
  ❖ Review the logs of trouble calls from residents and discuss trends and frequencies with the Field Operations Manager, attempt to determine causes to help reduce recurrences
  ❖ General maintenance issues and any upcoming corrective maintenance or emergency maintenance needs
  ❖ Updates on any small projects and new connections

- Assist the Field Operations Manager in preparation of annual capital and operating budgets

- Review and edit Standard Operating Procedures for operation and maintenance prepared by the Field Operations Manager and support staff

- Assist the Field Operations Manager in planning for expansions, upgrades, and modifications to the vacuum pump stations, submersible pump stations and collection/transmission system.
- Prepare monthly Engineering Status Reports and other documentation as required for the Board meetings

- Perform studies, provide reports and provide consultation on miscellaneous topics as directed

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provided in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.
# EXHIBIT A

## WEILER ENGINEERING FEE SCHEDULE

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* (Travel outside of Monroe, Charlotte, Sarasota or Lee Counties)

### Other Reimbursable Expenses
- Overnight mail: Cost plus 15%
- Other Reimbursable Expenses: Cost plus 15%
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: October 3, 2017

Agenda Item Number: I-5

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

Recommended Action:
Action: Approval

Department: Finance
Sponsor: Peter Rosasco

Subject:
FY18 Engineering Services for Administration

Summary of Discussion:
The Administrative division requires the services of a Professional Engineer for certain functions throughout the fiscal year, including assisting the General Manager in technical matters, revisions of policies and procedures, preparation of operating and capital budgets, review connection plans for Islamorada properties and general consulting. The attached Weiler Engineering Work Authorization WEC 18-04 provides funding for the professional engineering services, to be billed at hourly rates, for these services.

<table>
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<tr>
<td>Engineering:</td>
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</tr>
</tbody>
</table>

Approved By: [Signature] General Manager

Date: 9-28-17
WORK AUTHORIZATION WEC 18-04

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE:           KLWTD Admin Engineering Services
PROJECT COST:                 Hourly (Not to Exceed $36,990 FY 2018)
PROJECT SCHEDULE:             As directed by the District
PROJECT BILLING SCHEDULE:    See EXHIBIT A

Edward R. Castle, President
The Weiler Engineering
Corporation 6805 Overseas
Highway
Marathon, FL 33050

David Asdourian, Chairman
District
Post Office Box 491
Key Largo, FL 33037

Witness:

__________________________

Katherine Jackson, Clerk

Date: ______________________

Work Authorization WEC 18-04
Page 1
Weiler Engineering’s Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) is the service provider for wastewater for the property owners within the District’s service area and provide treatment and disposal for the wastewater from Islamorada, Village of Islands. From time to time, the District requires opinions, reports, studies, designs and other professional engineering services in support of the District’s operations. The District currently has a Contract for Consulting/Professional Service by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District’s general consulting engineering professional, will perform various engineering duties as assigned by the District. These duties may include but are not limited to:

- Consult with the District’s General Manager
- Provide engineering and consulting services on an as-needed basis as directed by the General Manager
- Perform reviews and recommend approvals for FDEP construction permit application packages for Islamorada connections
- Perform reviews and recommend approvals for FDEP Approval for Use applications, including review of Engineer’s Conditions Reports, testing records and record drawings for Islamorada connections

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provide in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.
## EXHIBIT A

### WEILER ENGINEERING FEE SCHEDULE

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

Meeting Date: October 3, 2017

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

Department: Finance
Sponsor: Peter Rosasco

Subject:
FY18 Engineering Services for Maintenance Operations

Summary of Discussion:
The Maintenance division requires the services of a Professional Engineer for certain functions throughout the fiscal year, including assistance in trouble-shooting of maintenance issues, development of non-capital improvements to enhance preventive and predictive maintenance, and to assist in the implementation of a CMMS system should the Board approve such purchase and implementation. The attached Weiler Engineering Work Authorization WEC 18-05 provides funding for the professional engineering services, to be billed at hourly rates, for these services.

Reviewed / Approved

Financial Impact
Operations: $ 15,350.00
Administration: Expense
Finance: Funding Source:
District Counsel: Rate Revenue
District Clerk: Budgeted:
Engineering: Yes

Attachments
1. Work Authorization WEC 18-05

Approved By: ___________________________ Date: 9.28.17
General Manager
WORK AUTHORIZATION WEC 18-05

Professional Services Agreement Between the

Key Largo Wastewater Treatment District (District)
an independent special district created by
Chapter 02-337, Laws of Florida, 2003

and

The Weiler Engineering Corporation (WEC)

SCOPE OF SERVICE: Maintenance Dept. Engineering Services

PROJECT COST: Hourly (Not to Exceed $15,350 FY 2018)

PROJECT SCHEDULE: As directed by the District

PROJECT BILLING SCHEDULE: See EXHIBIT A

Edward R. Castle, President
The Weiler Engineering Corporation 6805 Overseas Highway
Marathon, FL 33050

David Asdourian, Chairman
District
Post Office Box 491
Key Largo, FL 33037

Witness:

Katherine Jackson, Clerk

Date: ____________________________
Weiler Engineering's Scope of Services - General Consulting

The Key Largo Wastewater Treatment District (District) operates, maintains, modifies and upgrades the District wastewater collection and transmission systems located throughout the District’s service area. From time to time, the District requires opinions, reports, studies, designs and other professional engineering services in support of the Maintenance Department. The District currently has a Contract for Consulting/Professional Service by and between the Key Largo Wastewater Treatment District and The Weiler Engineering Corporation (WEC). WEC, as the District's general consulting engineering professional, will perform various engineering duties as assigned by the District. These duties may include but are not limited to:

- Participate in weekly staff meetings
- Provide professional consulting assistance to the Maintenance Department
- Assist the District’s financial staff in preparation of annual capital and operating budgets for the Maintenance Department
- Assist the Maintenance Department in planning for enhancements in the preventive, predictive and corrective maintenance of the District's assets
- Assist the Maintenance Department in the selection and implementation of a Computerized Maintenance Management System
- Provide reviews of testing and reporting for maintenance metrics
- Assist the Maintenance Department in identification and correction of conditions that may shorten useful life of infrastructure and equipment
- Meet at least weekly with the Maintenance Department Manager to review and discuss the status of the Maintenance Department, including:
• Review the logs of corrective maintenance procedures performed and discuss trends and frequencies with the Maintenance Department Manager and attempt to determine causes to help reduce recurrences
• General maintenance issues and any upcoming corrective maintenance or emergency maintenance needs

• Assist the Maintenance Department Manager in preparation of annual capital and operating budgets

• Assist the Maintenance Department Manager in preparation of monthly Status Reports and other documentation as required for the Board meetings

• Perform studies, provide reports and provide consultation on miscellaneous topics as directed

WEC will be compensated for these services according to the rates specified in Exhibit A. WEC will submit invoices monthly for WWTP General Engineering Consulting Services provided in the previous period. WEC will not perform services under this Work Authorization that would exceed the annual "Not to Exceed" amount stated above, without prior written authorization from the District.
## WEILER ENGINEERING FEE SCHEDULE

<table>
<thead>
<tr>
<th>Role</th>
<th>Fee</th>
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<tr>
<td>Principal</td>
<td>$165.00</td>
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<td>Expert Witness</td>
<td>$250.00</td>
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<tr>
<td>Registered Professional Engineer</td>
<td>$140.00</td>
</tr>
<tr>
<td>Structural Manager</td>
<td>$140.00</td>
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<tr>
<td>Mining Specialist PhD (non-P.E.)</td>
<td>$140.00</td>
</tr>
<tr>
<td>Environmental Scientist</td>
<td>$140.00</td>
</tr>
<tr>
<td>Project Manager</td>
<td>$125.00</td>
</tr>
<tr>
<td>Registered Engineer Intern (E.I.)</td>
<td>$110.00</td>
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<tr>
<td>Plans Examiner</td>
<td>$110.00</td>
</tr>
<tr>
<td>Code Inspector</td>
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<tr>
<td>Senior Engineering Designer</td>
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<td>Construction Inspector</td>
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<td>Engineering Designer</td>
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<td>Structural Technician</td>
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<td>Engineering Technician</td>
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<td>Field Technician</td>
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<tr>
<td>Clerical</td>
<td>$50.00</td>
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</table>

### Reimbursable Expenses:

- **Blueprints/Sheet**: $2.80 (24 x 36)
- **Vellums**: $10.00 (24 x 36)
- **Mylars**: $25.00 (24 x 36)
- **Copies**: $0.15 (8½ x 11)
- **Copies**: $0.20 (8½ x 14)
- **Copies**: $0.30 (11 x 17)
- **Travel**: Cost plus 15%

*Note: Travel outside of Monroe, Charlotte, Sarasota or Lee Counties*

- **Overnight mail**: Cost plus 15%
- **Other Reimbursable Expenses**: Cost plus 15%
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: October 3, 2017
Agenda Item Number: 1-7

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

Department: Sponsor:
Finance Peter Rosasco

Subject:
Hurricane Irma Emergency Equipment Purchase

Summary of Discussion:
Hurricane Irma impacted the vacuum collection system, with high winds and flying debris destroying above-ground air terminals. The storm surge inundation in low-lying areas cause flooding of vacuum pits, which has caused failures of some of the internal components, including valve controllers, surge suppressors and in-ump breathers. The purchase of the replacement parts was approved by the General Manager as an emergency purchase necessary to keep the vacuum collection system operational.

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

Financial Impact
$ 58,861.87 Expense Funding Source: Rate Revenue

Budgeted: No

Attachments
1. Aqseptance Group Quotes
2. KLWTD Purchase Orders

Approved By: [Signature]
Date: 9-28-17
**Purchase Order**

**Number:** 17-499999

**09/21/2017**

<table>
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<th>09/14/2017</th>
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<td>MIKE DEMPSEY</td>
</tr>
<tr>
<td>Ship Via:</td>
<td>usps</td>
</tr>
<tr>
<td>Terms:</td>
<td>Vendor Terms</td>
</tr>
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</table>

**Ship To:**

KEY LARGO WASTEWATER  
103355 OVERSEAS HWY  
Key Largo, FL 33037

**Billing Address:**  
PO Box 491  
Key Largo, FL 33037

**VENDOR**

0008  
Aqseptence Group Inc.  
Dept. 3722  
PO Box 123722  
Dallas, TX 75312-3722

**PO Description:** Emergency HP controller due to Hurricane Irma

<table>
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<th>Quantity</th>
<th>Units</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>50</td>
<td>EA</td>
<td>HP Controller Boxes</td>
<td>329.00</td>
<td>16,450.00</td>
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<tr>
<td>5</td>
<td>EA</td>
<td>HP Controller Activation Tool</td>
<td>47.90</td>
<td>239.50</td>
</tr>
</tbody>
</table>

**Total:** $16,689.50

Approved By ____________________  Date __________
Quotation

Number/Date: 20043101 / 09/13/2017
Reference no./Date: 
Sold-To: 10000584
Validity period: 09/13/2017 to 10/13/2017
Sales person name: South East
Entered by: Becky Murphy

We deliver according to the following conditions:
Currency: USD
Terms of payment: Within 30 days without deduction
Terms of delivery: CIP Key Largo, FL

<table>
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<tr>
<th>Item</th>
<th>Material Description</th>
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<th>UoM</th>
<th>Price</th>
<th>Value</th>
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<td>000010</td>
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<td>329.00 USD</td>
<td>16,450.00</td>
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<td>000020</td>
<td>9906000 HP CONTROLLER ACTIVATION TOOL</td>
<td>5.000</td>
<td>EA</td>
<td>47.90 USD</td>
<td>239.50</td>
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<td>Tax Jur Code Level 1</td>
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<td></td>
<td>16,689.50</td>
<td>0.00</td>
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<td>Final amount</td>
<td></td>
<td></td>
<td>16,689.50</td>
<td></td>
</tr>
</tbody>
</table>

*freight not In quote, to be added when invoiced

Terms, together with the specifications, drawings and other documents specified, constitute the entire agreement, unless subject to an express, fully executed agreement, which is not a pre-printed form, for the particular subject matter effective either upon buyer signing the Terms or upon Aqseptence Group shipping the Goods or otherwise commencing performance, whichever occurs first. The Terms shall be of no effect, unless Aqseptence Group expressly agrees, in writing, to such additional or different terms.
Bill to address
Key Largo Wastewater Treatment Dist
PO Box 491
KEY LARGO FL 33037
USA

Ship to address
Mike Dempsey

Remit to address
Aqseptence Group Inc.
Dept. 3722
PO Box 123722
Dallas, TX 75312-3722

---

**Invoice**

<table>
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<tr>
<th>Item</th>
<th>Material Description</th>
<th>Quantity</th>
<th>UoM</th>
<th>Price</th>
<th>Value</th>
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<tbody>
<tr>
<td>000010</td>
<td>9100010000</td>
<td>50.000</td>
<td>EA</td>
<td>329.00 USD</td>
<td>16,450.00</td>
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<tr>
<td>000020</td>
<td>9906000000</td>
<td>5.000</td>
<td>EA</td>
<td>47.90 USD</td>
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**Freight Billed Non-Taxable**

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**Invoice Details**

- **Doc. No./Date**: 90113419/09/13/2017
- **Delivery Note No./Date**: 80095853/09/13/2017
- **Order No./Date**: 92727/09/13/2017
- **Bill to**: 10000584
- **Currency**: USD
- **Ship to**: 80013847
- **Entered by**: Becky Murphy
- **Sales office**: South East
- **Division**: VT Services

**Conditions**

- **Payment**: Up to 10/13/2017 without deduction
- **Delivery**: CIP Key Largo, FL
- **Shipping conditions**: Standard

**Invoice Amount**

- **USD**: 17,708.40
## Purchase Order

**Number:** 17-500002  
**09/21/2017**

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<th>Required Date:</th>
<th>09/18/2017</th>
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<td>Ordered By:</td>
<td>MIKE DEMPSEY</td>
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<td>Terms:</td>
<td>Vendor Terms</td>
</tr>
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</table>

**Ship To:**

KEY LARGO WASTEWATER  
103355 OVERSEAS HWY  
Key Largo, FL 33037

**Billing Address:**  
PO Box 491  
Key Largo, FL 33037

**PO Description:** Airvac Equipment HP Controller & Sump Breather

<table>
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<tr>
<th>Quantity</th>
<th>Units</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>50</td>
<td></td>
<td>SUMP BREATER FOR 6.5' 1PC PIT</td>
<td>278.00</td>
<td>13,900.00</td>
</tr>
<tr>
<td>50</td>
<td></td>
<td>6&quot; AIR TERM, GREEN, W/DOOR</td>
<td>225.00</td>
<td>11,250.00</td>
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<td></td>
<td><strong>Total:</strong></td>
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<td><strong>$25,150.00</strong></td>
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Approved By __________________________________________________________ Date ____________

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KLWTD - Key Largo Wastewater Treatment District
### Quotation

**Number/Date**: 20043295 / 09/18/2017  
**Reference no./Date**:  
**Sold-To**: 10000584  
**Validity period**: 09/18/2017 to 10/18/2017  
**Sales person name**: South East  
**Entered by**: Becky Murphy

We deliver according to the following conditions:

- **Currency**: USD
- **Terms of payment**: Within 30 days without deduction
- **Terms of delivery**: CIP Key Largo, FL

---

**Item** | **Material Description** | **Qty** | **UoM** | **Price** | **Value**  
--- | --- | --- | --- | --- | ---  
000010 | AV3-ASM-1 SUMP BREATHER FOR 6" 1PC PIT | 50.000 | EA | 278.00 USD | 13,900.00  
000020 | AT1000-2 6" AIR TERM, GREEN W/DOOR | 50.000 | EA | 225.00 USD | 11,250.00

**Items total**

| **Tax Jur Code Level 1** | **Value**  
--- | ---  
0.000 | 25,150.00

**Final amount**

| **Final amount** | **Value**  
--- | ---  
25,150.00 | 0.00

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Aqseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Aqseptence Group, Inc., as designated (hereinafter "Aqseptence Group") will furnish requested equipment, materials or service (hereinafter "Goods") to Buyer. Such provision shall be governed by Aqseptence Group's terms and conditions published at www.aqseptence.com (follow the link to Johnson Screens product page). The terms and conditions are located on the bottom right of the landing page and/or that are forwarded with the order request (hereinafter "Terms"). These Terms shall control and govern all transactions between Buyer and Aqseptence Group, whether under subsequent verbal and/or written requests, unless subject to an express, duly executed agreement which is not a pre-printed form or an agreement which is not otherwise inconsistent with the terms herein containing terms of cancellations, performance periods, payment terms, insurance, herein containing the Seller's insurance, performance periods, and/or performance requirements. Any written confirmation by Buyer containing additional or different terms from the Terms shall be of no effect, unless Aqseptence Group expressly agrees, in writing, to such additional or different terms.

*freight not in quote, to be added when invoiced*
Invoice

Payment Information
Doc. No./Date 90114116/ 09/20/2017
Delivery Note No./Date 80096412/ 09/20/2017
Reference No./Date 17-500002/ 09/18/2017
Order No./Date 93042/ 09/18/2017
Bill to 10000584
Currency USD
Ship to 80005768
Entered by Becky Murphy
Sales office South East
Division VT Services

Conditions
Payment Up to 10/20/2017 without deduction
Delivery CIP Key Largo, FL
Shipping conditions Standard

US05KEY02P01
common carrier
delivery contact: Mike Dempsey @ 305-522-6771

Invoice Details
Item Material Description Quantity UoM Price Value
000010 AVV3-ASM-1 50.000 EA 278.00 USD 13,900.00
SUMP BREATHER FOR 6.5' 1PC PIT
000020 AT1000-2 50.000 EA 225.00 USD 11,250.00
6" AIR TERM, GREEN, W/DOOR
000030 10000000594 1.000 EA 1,374.61 USD 1,374.61
FREIGHT BILLED NON-TAXABLE

Items total 26,524.61

Tax Jur Code Level 1 0.00
Invoice Amount USD 26,524.61
**Preferred Vendor:**
0008
Aqseptence Group Inc.
Dept. 3722
PO Box 123722
Dallas, TX 75312-3722

**Ship To:**
KEY LARGO WASTEWATER TREATMENT DISTRICT
103355 OVERSEAS HWY
Key Largo, FL 33037

**Req. Description:** Emergency Purchase of HP Controllers - Hurricane Irma

<table>
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<tr>
<th>Quantity</th>
<th>Units</th>
<th>Description</th>
<th>Unit Price</th>
<th>Amount</th>
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<tbody>
<tr>
<td>50</td>
<td></td>
<td>HP Controller Unboxed</td>
<td>329.00</td>
<td>16,450.00</td>
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<tr>
<td></td>
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<td>401-5352-525.000.00</td>
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<td><strong>Total:</strong></td>
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<td><strong>17,022.37</strong></td>
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Approved By ___________________________ Date __________________
Aqseptence Group, Inc., on behalf of its designated affiliates and subsidiaries (such term shall include any subsidiary, division or affiliate of Aqseptence Group, Inc. as designated hereinafter) Aqseptence Group will furnish requested equipment, materials or service (hereinafter Goods) to buyer. Such provision shall be governed by Aqseptence Group's terms and conditions published at: www.aqseptence.com (follow the link to the JohnStar product page. The Terms and Conditions are located on the bottom right of the landing page) and/or any duly executed agreement which is not a pre-printed form for the Goods or services. The specifications, drawings and other requirements are superseded and of no affect. Any written specification by buyer amending additional or different terms from the terms shall be of no effect, unless Aqseptence Group expressly agrees, in writing, to such additional or different terms.

Sold-to address
Key Largo Wastewater Treatment Dist
PO Box 491
Key Largo FL 33037

Ship-to address
Mike Dempsey
19445 SW 88 Ct.
Cutler Bay FL 33157

Quotation

<table>
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<th>20043294 / 09/18/2017</th>
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<tbody>
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<td>Validity period</td>
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<td>South East</td>
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<tr>
<td>Entered by</td>
<td>Becky Murphy</td>
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We deliver according to the following conditions:
Currency USD
Terms of payment: Within 30 days without deduction
Terms of delivery: CIP Key Largo, FL

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<th>Item</th>
<th>Material Description</th>
<th>Qty</th>
<th>UoM</th>
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<tbody>
<tr>
<td>000010</td>
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<td>50.00</td>
<td>EA</td>
<td>329.00 USD</td>
<td>16,450.00</td>
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</tbody>
</table>

Items total
Tax Jur Code Level 1 0.000
Final amount 16,450.00

US05KEY02P01
*freight not in quote, to be added when invoiced

THIS IS NOT A BILL
**Bill to address**
Key Largo Wastewater Treatment Dist  
PO Box 491  
KEY LARGO FL 33037  
USA

**Ship to address**
Mike Dempsey

**Remit to address**
Aqseptence Group Inc.  
Dept. 3722  
PO Box 123722  
Dallas, TX 75312-3722

---

**Invoice**

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<tr>
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<tr>
<td>Sales office</td>
<td>South East</td>
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<td>Division</td>
<td>VT Services</td>
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**Conditions**
Payment Up to 10/18/2017 without deduction

**Delivery**
CIP Key Largo, FL

**Shipping conditions**
Standard

---

**Invoice Details**

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<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Quantity</th>
<th>UoM</th>
<th>Price</th>
<th>Value</th>
</tr>
</thead>
</table>
| 000010 | 910000000  
HP CONTROLLER UNBOXED | 50.000 | EA  | 329.00 USD | 16,450.00 |
| 000020 | 100000000594  
FREIGHT BILLED NON-TAXABLE | 1.000 | EA  | 572.37 USD | 572.37 |

**Items total**
17,022.37

**Tax Jur Code Level 1**
0.00

**Invoice Amount**
USD 17,022.37
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: October 3, 2017

Agenda Item Number: K-1

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

Department: Operations
Sponsor: Ed Castle

Subject:

Calusa Campground Update

Summary of Discussion:

In January 2017, the Field Operations team had to shut the valves to service Calusa Campground due to inundation caused by major flooding. Once the flooding went down, the field crews were able to turn service back on. Since then, field crews have been working with Calusa Campground to alleviate deficiencies in their system.

Reviewed / Approved

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

Financial Impact

Operations: $ 0.00

Attachments

Funding Source: Loans / Other Debt
Budgeted: N/A

Approved By: 
Date: 9-28-17

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

Meeting Date: October 3, 2017

Agenda Item Number: N-1

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

Department: Legal
Sponsor: Nick Mulick

Subject: General Counsel Contract Review

Summary of Discussion:
The Board of Commissioners to conduct a 90 day review of the contract for the District's General Counsel, Nick Mulick.

<table>
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<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
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<tbody>
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<td>Operations:</td>
<td>$ 0.00</td>
<td>1. Amended Contract dated August 22, 2017</td>
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<td>Finance:</td>
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<td>District Counsel:</td>
<td>Loans / Other Debt</td>
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</tr>
<tr>
<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td>N/A</td>
<td></td>
</tr>
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</table>

Approved By: [Signature]
Date: 9-28-17

General Manager
AMENDED AGREEMENT FOR LEGAL SERVICES
BETWEEN
NICHOLAS W. MULICK, ESQ.
AND
KEY LARGO WASTEWATER TREATMENT DISTRICT

THIS AGREEMENT is entered into between Nicholas W. Mulick, Esq. ("the Attorney"), and the Key Largo Wastewater Treatment District ("the District"). This Agreement is effective as of June 20, 2017, and shall run month-to-month until terminated by either party.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly fee of FIVE THOUSAND, TWO HUNDRED ($5,200.00) DOLLARS, in consideration of which, the Attorney shall devote up to 40 hours per month to provide the following legal services to the District:

1. Serve as General Counsel to the District;
2. Provide legal advice and counsel to the District Board of Commissioners ("the Board") pertaining to the conduct of its business;
3. Prepare and/or review for legal sufficiency, Board Resolutions, legal memoranda, contracts, and correspondence as directed by the Board or General Manager;
4. With the consent of the Board, secure and supervise outside counsel, as necessary;
5. Confer with the General Manager pertaining to the conduct of the District's business; and
6. Confer with individual Board members pertaining to the conduct of the District's business.

In addition to the above-described services, the Attorney will prepare for and attend all Board meetings.

The Attorney shall be compensated at the rate of $225.00 per hour for time expended over 40 hours per month provided that the Board or General Manager authorize such additional services in advance.

In addition to the monthly fee shown above, the District agrees to reimburse the Attorney for travel costs, including mileage, meals, and lodging, at rates approved by the District and consistent with the policies of the District and the rates allowed for travel by District employees, as set out in the District Travel Expense Policy. Quarterly, the Attorney shall deliver to the District a detailed statement showing reimbursable charges or expenses incurred during
the preceding three months. Payment of such charges or expenses shall be due within 30 days after receipt of an invoice. If any part of the charges or expenses is disputed, the District shall promptly pay the Attorney the undisputed amounts and advise the Attorney of any amounts in dispute.

After the close of each calendar month, the Attorney shall deliver to the District a time sheet detailing the number of hours worked, the services provided, and the matters on which the work was performed.

This Agreement shall not act to confer any benefits of any type or nature upon the Attorney, including but not limited to any collective bargaining agreement now or hereafter in effect between the District and its employees.

The Attorney is a public officer and a local government attorney, as those terms are used in §112.313 of the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officers and government attorneys.

This is an at-will Agreement. Either party may terminate this agreement upon 30 days' written notice to the other party. In case of termination, the Attorney shall cooperate with District in transferring responsibility for legal issues to a successor attorney selected by the District. The Attorney will return all District documents, records and equipment in the Attorney's possession to the District, and the District will compensate the Attorney at the rates shown above for all services rendered prior to the effective date of termination.

THE PARTIES' CONTACT INFORMATION IS, AS FOLLOWS:

<table>
<thead>
<tr>
<th>Peter Rosasco</th>
<th>Nicholas W. Mulick, Esq.</th>
</tr>
</thead>
<tbody>
<tr>
<td>KLWTD General Manager</td>
<td>NICHOLAS W. MULICK, PA</td>
</tr>
<tr>
<td>103355 Overseas Hwy (PO Box 491)</td>
<td>91645 Overseas Hwy</td>
</tr>
<tr>
<td>Key Largo, FL 33037</td>
<td>Tavernier, FL 33070</td>
</tr>
<tr>
<td>305-451-4019 ext. 220</td>
<td>305-852-9292</td>
</tr>
<tr>
<td>305-453-5804 facsimile</td>
<td>305-852-8880 facsimile</td>
</tr>
<tr>
<td><a href="mailto:peter.rosasco@klwtd.com">peter.rosasco@klwtd.com</a></td>
<td><a href="mailto:lisa@mulicklaw.com">lisa@mulicklaw.com</a></td>
</tr>
</tbody>
</table>

The parties hereby acknowledge and accept the terms of this Agreement by their signatures below.

Nicholas W. Mulick, Esq.
Dated: August 22, 2017

Peter Rosasco, General Manager
Dated: August 22, 2017