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
Stephen Gibbs    Vice Chairman
Susan Heim       Commissioner
Robert Majeska   Commissioner
Andrew Tobin     Commissioner

DISTRICT STAFF:

Peter Rosasco    General Manager
Nick Mulick      General Counsel
Diane Bockelman  District Clerk

MISSION STATEMENT:
“The Mission of the Key Largo Wastewater Treatment District is to preserve and protect the delicate ecosystem of the Florida Keys while providing exceptional customer service.”
Please mute cell phones
After each report, staff will give a verbal update and be available for questions

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

E. PUBLIC COMMENT

F. APPROVAL OF MINUTES OF PREVIOUS MEETINGS
1. Minutes of April 16, 2019

G. BUDGET AND FINANCE REPORT
1. CAFR Presentation / Financial Audit Results for FY 2018

H. GENERAL MANAGER’S REPORT
2. 2019 FASD Annual Conference

I. ADMIN AND CUSTOMER SERVICE REPORT
1. TIITF Exemption of Vacant Land from the Wastewater Assessment Resolution 05-05-19


J. OPERATIONS REPORT

K. CONSTRUCTION REPORT

L. ENGINEER’S REPORT

M. LEGAL REPORT
1. Calusa Campground Maintenance and Service Agreement

N. COMMISSIONER’S ITEMS

O. ROUNDTABLE DISCUSSION
1. Unfinished Business

P. ADJOURNMENT

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305 451-4019 at least 48 hours in advance to request accommodations.
Meeting Date: May 7, 2019

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

Department: Legal
Sponsor: Nicholas Mulick

Subject:

**Minutes of April 16, 2019**

Summary of Discussion:

Staff to present the minutes from the previous board meeting for approval.

**Reviewed / Approved**

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

**Financial Impact**

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

**Attachments**

Minutes

Approved By: [Signature] 
General Manager 
Date: 5-2-19
MINUTES

CALL TO ORDER (A)
Chairman Asdourian called the meeting to order at 4:01 PM.

PLEDGE OF ALLEGIANCE (B)
Mr. Ray Giglio led the Pledge of Allegiance.

ROLL CALL (C)
Present were Chairman David Asdourian and Commissioners Stephen Gibbs, Robert Majeska and Andrew Tobin (arrived at 4:22 PM). Commissioner Susan Heim appeared telephonically. Also present were General Manager; Peter Rosasco, General Counsel; Nicholas Mulick, District Clerk; Diane Bockelman, and District Managers.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)
Approval of Agenda (D-1)
- Commissioner Majeska requested Item G-1 be revised to reflect the correct check amount of $2,125,000.
- Mr. Rosasco requested the addition of a discussion on digester decant pump installation, as Item L-2.

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

PUBLIC COMMENT (E)
Name and Address   Subject
Ray Giglio, Key Largo, Florida   KLWTD’s pending litigation

APPROVAL OF MINUTES OF PREVIOUS MEETINGS (F)
Minutes of April 2, 2019 (F-1)

Motion: Commissioner Gibbs made a motion to approve the minutes of April 2, 2019, and Commissioner Majeska seconded the motion. The motion passed without objection.
Motion: Commissioner Majeska made a motion to move Item L-2 up on the agenda to be discussed next, and Commissioner Gibbs seconded the motion. The motion passed without objection.

ENGINEER’S REPORT (L)
Digester Decant Pump Installation (L-2)
Mr. Ed Castle, District Engineer, recommended that the Board approve amending the Capital Upgrades Project scope of work to include installation of the digester decant pump. The additional work is not expected to exceed the contract amount agreed upon with Reynolds Construction. Chairman Asdourian directed staff to discuss pricing with the contractor and notify the Board once a price is determined.

GENERAL MANAGER’S REPORT (G)
Monroe County Bond Proceed Presentation (G-1)
Mr. Rosasco welcomed and introduced the representatives from Monroe County; Commissioner Sylvia Murphy, Assistant County Administrator, Kevin Wilson and Public Information Officer, Cammy Clark. Commissioner Murphy presented a ceremonial $2,125,000 check, representing the 2018 annual bond payment per the interlocal agreement, to Chairman Asdourian.

BUDGET AND FINANCE REPORT (H)
Rate Study Proposal (H-1)
Mr. Rosasco introduced Mr. Rob Ori, Present of PRMG who presented the rate study proposal and answered questions from the Board.

Motion: Commissioner Heim made a motion to approve the proposal, and Commissioner Majeska seconded the motion.

Vote on Motion:
Commissioner Heim - Aye
Commissioner Majeska - Aye
Commissioner Gibbs - Aye
Commissioner Tobin - Nay
Chairman Asdourian - Aye
Motion Passed: 4 to 1

Mr. Rosasco reported that Mr. Ori agreed to expand the scope of the services performed to include a 10 year financial projection.

ADMIN AND CUSTOMER SERVICE REPORT (I)
No report.

OPERATIONS REPORT (J)
No report.
CONSTRUCTION REPORT (K)
No report.

ENGINEER’S REPORT (L)
Fire Safety Capital Improvements (L-1)
Mr. Castle presented the proposed scope of work and project specifications for the fire safety capital improvements and recommended making additive alternatives 2-4 part of the base bid.

Motion: Commissioner Tobin made a motion to approve putting the fire suppression system out to bid and modifying the base bid to include Items 2-4, currently designated as additive alternatives, and Commissioner Gibbs seconded the motion.

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

Digester Decant Pump Installation (L-2)
(Item moved to precede Item G-1.)

LEGAL REPORT (M)
Attorney-Client Closed Session – Time Certain 5:30 PM (M-2)

Public Meeting Closed at 5:30 PM

Chairman Asdourian closed the public meeting and opened the Attorney-Client closed session to discuss the matter of Fisherman’s Restaurant and Conference Center, LLC, Senor Frijoles, LLC, and Big Chill, LLC, vs. Key Largo Wastewater Treatment District, Case Number 19-CA-175-P.

Public Meeting Reconvened at 6:12 PM

EXTENSION 6:00 PM
Motion: Commissioner Gibbs made a motion to extend the meeting 30 minutes. The motion passed without objection.

Calusa Campground Maintenance and Service Agreement (M-1)
Mr. Mulick presented the Maintenance and Service Agreement between the District and Calusa Campground Condominium Association. The Board proposed adjustments and approved Mr. Mulick to discuss the Agreement with the Association. The item will be placed on the May 7th Board meeting agenda for action.
COMMISSIONER’S ITEMS (N)
No report.

ROUNDTABLE DISCUSSION (O)
Unfinished Business (O-1)

ADJOURNMENT (P)
The Meeting was adjourned at 6:36 PM.

__________________________________________________________
David Asdourian, Chairman                                    Diane Bockelman, Clerk

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

Meeting Date: May 7, 2019

Agenda Item Number: G-1

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

Department: Finance
Sponsor: General Manager

Subject:
CAFR Presentation/Financial Audit Results for FY2018

Summary of Discussion:
Tony Grau of Grau and Associates will present the KLWTD CAFR (Comprehensive Annual Financial Report) and the financial audit results for Fiscal Year 2018

Reviewed / Approved

Financial Impact

Attachment

Operations: $
Administration: 
Finance: CF Funding Source: 
District Counsel: 
District Clerk: Budgeted: N/A
Engineering:

Approved By: General Manager
Date: 5-2-19
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 7, 2019

Agenda Item Type: Information / Presentation
Agenda Item Number: H-1

Agenda Item Scope: Review / Discussion
Recommended Action: Discussion

Department: General Manager
Sponsor: Peter Rosasco

Subject: March 2019 Monthly Report

Summary of Discussion:
Department heads will present their section of the Monthly Report.

Reviewed / Approved
Operations: 
Customer Service: 
Finance: 
District Counsel: 
District Clerk: 
Engineering: 

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

Attachments
Monthly Report

Approved By: General Manager
Date: 5-2-19
March 2019 Monthly Report
Wastewater Plant Operations
The wastewater treatment plant processed an average of 1.99 million gallons of influent per day (MGD) and zero plant related odor complaints were received.

### Effluent Quality Reports
Determines the quality of discharge from the wastewater treatment plant.

<table>
<thead>
<tr>
<th>Effluent Quality Report</th>
<th>AWT Limit Annual Average</th>
<th>February 2019 Plant Performance</th>
</tr>
</thead>
<tbody>
<tr>
<td>CBOD5 (Carbonaceous Biochemical Oxygen Demand)</td>
<td>5</td>
<td>1.0</td>
</tr>
<tr>
<td>TSS (Total Suspended Solids)</td>
<td>5</td>
<td>0.88</td>
</tr>
<tr>
<td>TN (Total Nitrogen)</td>
<td>3</td>
<td>1.51</td>
</tr>
<tr>
<td>TP (Total Phosphorous)</td>
<td>1</td>
<td>0.39</td>
</tr>
</tbody>
</table>

### Current Flow (MGD)
The total flow of influent through the wastewater treatment plant each day.
Composite Daily Peak Salinity (PPT)
The daily peak salinity for the current month.

Islamorada

Islamorada Daily Peak Salinity (PPT)
The daily peak salinity for the current month.

Average Daily Flow | Monthly Peak Salinity | Days over 4.0 PPT Salinity
--- | --- | ---
0.781 Million Gallons per Day | 2.1 Parts per Thousand | 0
Wastewater Field Operations

There was a total of 46 service calls for the current month. Of these, 38 were system generated, mostly by low vacuum detection at a vacuum station. These system generated service calls caused no damage and had no effect on the District’s customers. The problems were corrected quickly by the field staff. The remaining 8 service calls are as follows:

<table>
<thead>
<tr>
<th>Date</th>
<th>Address</th>
<th>Incident</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 14</td>
<td>47 Shoreland Dr.</td>
<td>Homeowner called because her toilets were not flushing properly.</td>
<td>KLWTD’s system was working properly. Homeowner issue.</td>
</tr>
<tr>
<td>March 23</td>
<td>201 Harborview Dr.</td>
<td>Homeowner called stating that he was out of town for a few days and the downstairs toilet were backed up when he returned.</td>
<td>KLWTD’s system was working properly. Homeowner issue.</td>
</tr>
<tr>
<td>March 23</td>
<td>S 21 Exuma Rd.</td>
<td>Homeowner called stating the toilets and bathtubs were backing up.</td>
<td>KLWTD’s system was working properly. Homeowner issue.</td>
</tr>
<tr>
<td>March 27</td>
<td>59 Avenue E</td>
<td>Homeowner called stating that their toilets were not flushing properly.</td>
<td>KLWTD’s system was working properly. Homeowner issue.</td>
</tr>
</tbody>
</table>

Odor Related Service Calls

<table>
<thead>
<tr>
<th>Date</th>
<th>Address</th>
<th>Incident</th>
<th>Response</th>
</tr>
</thead>
<tbody>
<tr>
<td>March 2</td>
<td>101691 Overseas Highway</td>
<td>Received a call from Hobo's cafe stating they had a sewer smell from bathrooms.</td>
<td>Everything was working properly upon the tech’s arrival, and no smell was detected on KLWTD's side.</td>
</tr>
<tr>
<td>March 8</td>
<td>21 Seagate Blvd</td>
<td>Homeowner called stating he has been experiencing sewer gas smell inside and outside the home.</td>
<td>A crew discovered that the line was back pitched on the customer’s side. Crew corrected the pitch which solved the odor problem.</td>
</tr>
<tr>
<td>March 8</td>
<td>247 Bay Dr.</td>
<td>Homeowner called to report a sewer gas smell coming from the air terminal near his house.</td>
<td>Everything was working properly upon the tech’s arrival, and no smell was detected on KLWTD's side.</td>
</tr>
<tr>
<td>March 28</td>
<td>47 Shoreland Dr.</td>
<td>Homeowner called to report a sewer odor outside.</td>
<td>No smell was detected upon techs arrival, everything on KLWTD's side was working properly.</td>
</tr>
</tbody>
</table>
Non-System Generated Calls

Maintenance

Projects completed by the Maintenance Department in March.

The Vac-tron vacuum pump was rebuilt. The Vac-tron is a piece of equipment used to evacuate overwhelmed pits, clean gravity mains and for vacuum excavating.

Removing the vacuum pump from the Vac-Tron

Disassembled pump
Cleaned parts ready for assembly

Reinstalling gears and bearings

Checking assembly clearances

Rebuilt pump installed and tested
Both effluent flow meters at Vacuum Station D and an SBR air flow meter were repaired.

Vacuum Station E sewage pump was rebuilt, and sewage pump isolation valve replaced.

New wear plate installed
New impeller installed
The vac station influent main gauges were calibrated. These gauges are used to isolate vacuum leaks that cause low vacuums throughout the collection system.
Construction

<table>
<thead>
<tr>
<th>Project</th>
<th>Contract Amount</th>
<th>Contract Start</th>
<th>Contract Total Paid to Date</th>
<th>Contract Balance Remaining</th>
</tr>
</thead>
<tbody>
<tr>
<td>Solar Arrays</td>
<td>$366,600.00</td>
<td>7/31/18</td>
<td>$180,300.00</td>
<td>$186,300.00</td>
</tr>
</tbody>
</table>

The Solar Arrays project includes solar panels over the disinfection basin and on the roof of the Operations Building. During the month of March, the aluminum members for the framework above the CCC were received. SALT has sub-contracted Reynolds to install the framework and solar panels above the CCC. The wall-mount brackets in the south CCC will be installed by Reynolds while the tank is pumped down for coatings.

<table>
<thead>
<tr>
<th>Capital Upgrades Reynolds Contract</th>
<th>$1,115,955.78</th>
<th>8/13/18</th>
<th>$710,940.61</th>
<th>$405,015.17</th>
</tr>
</thead>
<tbody>
<tr>
<td>Owner Direct Purchase Items (Original Contract)</td>
<td>$218,472.90</td>
<td>N/A</td>
<td>$186,232.40</td>
<td>$32,240.50</td>
</tr>
<tr>
<td>Owner Direct Purchase of Screening Box</td>
<td>$29,955.00</td>
<td>N/A</td>
<td>$27,443.50</td>
<td>$2,511.50</td>
</tr>
</tbody>
</table>

In March, Reynolds Construction installed railings and the ladder to the screening box at the headworks and installed PVC conduit and re-pulled wires. Coating of ductile iron piping and the top deck of the headworks was also completed. Reynolds also completed the conduit installation to the booster pump station and modified the programming for the pumps. The concrete landing for the SBR bridge were poured and installation of the bridge was begun.

The Capital Upgrade project consists of four separate scopes of work that are described below.

**Scope 1**
Headworks
Bypass Piping
Allocation of Reynolds Contract Price $791,910.65
This project consists of 18” ductile iron pipe and fittings, electrically actuated 18” valves, replacement of corroded metallic conduit on the headworks and cleaning, concrete repairs and re-coating of the influent channels.

**Scope 2**
Process Water Pumping System
Allocation of Reynolds Contract Price $125,743.24
The process water pumping system consists of four variable speed water pumps to provide treated effluent for use as seal water, chemical mixing water, centrifuge wash water and general wash-down water around the plant. This system replaces a single pump system with bladder tanks.

**Scope 3**
Bridge to SBR #3
Allocation of Reynolds Contract Price $26,399.93
The bridge to SBR #3 includes a walkway, handrails and support columns to bridge the gap between the 3rd floor exterior walkway of the Operation Building and SBR #3. The bridge will allow for improved access to SBR #3.

Project scope continued on next page.
**Scope 4**

**Filter Booster Pump Upgrades**

| Allocation of Reynolds Contract Price | $171,901.96 |

The filter booster pump upgrade includes removal of one 30 HP pump and replacement with a 14 HP pump, removal of the local control panel and replacement of all conduit and wiring between the pump station and the Operations Building. The project also includes re-programming to improve operator control of the pumping system.

| Disinfection Basin Repairs and Modifications | $346,686.00 | 3/25/19 | $12,634.20 | $344,051.80 |

Reynolds Construction power washed the interior of the south CCC, followed by abrasive blasting to remove the existing interior coatings. WEC conducted surface profile measurements following the abrasive blasting to ensure proper adhesion of the Tnemic Series 218 surfacing epoxy. Reynolds began application of the surfacing epoxy, with WEC verifying the proper mils were applied. This work continued throughout the month.

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### Upcoming Construction Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Estimate</th>
<th>Status</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Steel Storage Building</strong></td>
<td>$175,250.00</td>
<td>The Field Operations department has included a steel storage building in its capital budget for FY 19. The proposed building will be approximately 37’ X 25’ and would be tall enough to drive a forklift into. The building is to be at the WWTP site adjacent to the Vacuum Station E building. The Board authorized publication of the RFP for the building at the March 12 meeting. The RFP was published on DemandStar on March 13th. The Pre-Bid meeting was held at the WWTP on March 26th, with representatives from 5 construction companies in attendance. Bids are due April 30th.</td>
</tr>
<tr>
<td><strong>Fire Safety</strong></td>
<td>$737,297.00</td>
<td>WEC completed the RFP, drawings and technical specifications for the Fire Safety project. The project was discussed again at the March 26th Board meeting, receiving approval to publish the RFP. The RFP was published, with a Pre-Bid meeting scheduled for May 23rd and proposals due on June 20th.</td>
</tr>
</tbody>
</table>
## IT

### Active IT Projects

<table>
<thead>
<tr>
<th>Project</th>
<th>Description</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Continuing Database Services RFQ</strong></td>
<td>RFQ to develop, build and support database modules that will facilitate the District’s operations was advertised for proposals on May 9, 2018. Deadline to submit proposals was July 16, 2018. Three proposals were received and evaluated by a 5 person committee. There was a public meeting on August 28, 2018 to announce the results. This project was presented to the Board on October 2, 2018 and January 8, 2019. One vendor is currently being negotiated with by GM and IT Consultant.</td>
</tr>
<tr>
<td><strong>KLWTD Website</strong></td>
<td>Staff started looking for a vendor to redesign and rebuild the District’s website in November. The main focus of this project is to make the website ADA compliant while not losing any functionality. This project was presented and approved by the Board in January. A contract with Link2City is will be signed in April.</td>
</tr>
</tbody>
</table>

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### Customer Service

#### Customer Service Call-Ins

<table>
<thead>
<tr>
<th></th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Approval to Proceed</td>
<td>11</td>
</tr>
<tr>
<td>Collections</td>
<td>14</td>
</tr>
<tr>
<td>Commercial tie-in</td>
<td>1</td>
</tr>
<tr>
<td>Damage</td>
<td>1</td>
</tr>
<tr>
<td>Demo</td>
<td>3</td>
</tr>
<tr>
<td>Locate</td>
<td>2</td>
</tr>
<tr>
<td>Odor</td>
<td>1</td>
</tr>
<tr>
<td>Tie-Ins (Calls)</td>
<td>20</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>53</strong></td>
</tr>
</tbody>
</table>

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#### Code Enforcement

<table>
<thead>
<tr>
<th></th>
<th>March 2019</th>
<th>Current Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Agenda</td>
<td>1</td>
<td>0</td>
</tr>
<tr>
<td>Grant</td>
<td>0</td>
<td>2</td>
</tr>
<tr>
<td>Deferred</td>
<td>1</td>
<td>1</td>
</tr>
<tr>
<td>In Contract</td>
<td>1</td>
<td>10</td>
</tr>
<tr>
<td>Final Notice</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Door Hanger</td>
<td>0</td>
<td>0</td>
</tr>
<tr>
<td>Code Enforcement</td>
<td>0</td>
<td>38</td>
</tr>
</tbody>
</table>

*Code Enforcement files are taken to the Monroe County Code Enforcement Department the last week of the month.*
Number of Tie-Ins

<table>
<thead>
<tr>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
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<th></th>
<th></th>
<th></th>
<th></th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Count</td>
<td>11</td>
<td>11</td>
<td>13</td>
<td>10</td>
<td>6</td>
<td>5</td>
<td>4</td>
<td>11</td>
<td>3</td>
<td>9</td>
<td>7</td>
<td>19</td>
</tr>
</tbody>
</table>

Budget & Finance

### Current Debt Status

<table>
<thead>
<tr>
<th>Loan Description</th>
<th>Debt Status</th>
</tr>
</thead>
<tbody>
<tr>
<td>SRF Loan – KLNC01P</td>
<td>$14,251,953.14</td>
</tr>
<tr>
<td>SRF Bonded Loan - KLNC 464010</td>
<td>$6,445,146.43</td>
</tr>
<tr>
<td>BB&amp;T 2013 Bond</td>
<td>$6,164,775.05</td>
</tr>
<tr>
<td>BB&amp;T 2014 Bond</td>
<td>$6,165,786.54</td>
</tr>
<tr>
<td><strong>Current Balance of all loans:</strong></td>
<td><strong>$33,027,661.16</strong></td>
</tr>
</tbody>
</table>

### Cash Flow

<table>
<thead>
<tr>
<th>Category</th>
<th>Deposits</th>
<th>Withdrawals</th>
</tr>
</thead>
<tbody>
<tr>
<td>Wastewater Billing Deposits</td>
<td>$1,011,953.04</td>
<td></td>
</tr>
<tr>
<td>Assessment Revenue Received</td>
<td></td>
<td>$132,636.15</td>
</tr>
<tr>
<td>(Non-Ad Valorem &amp; SDC Prepayments)</td>
<td></td>
<td></td>
</tr>
<tr>
<td>Islamorada Revenue</td>
<td>$112,743.90</td>
<td></td>
</tr>
<tr>
<td>Interest Income</td>
<td>$4,240.55</td>
<td></td>
</tr>
<tr>
<td>District Expenditures</td>
<td></td>
<td>$728,901.57</td>
</tr>
<tr>
<td>Payroll</td>
<td></td>
<td>$125,558.08</td>
</tr>
<tr>
<td><strong>Total</strong></td>
<td><strong>$1,261,573.64</strong></td>
<td><strong>$854,459.65</strong></td>
</tr>
</tbody>
</table>


<table>
<thead>
<tr>
<th>Date</th>
<th>Number of Customers Billed</th>
<th>$ WW Rev. Received During Month</th>
<th>Date</th>
<th>Number of Customers Billed</th>
<th>$ WW Rev. Received During Month</th>
</tr>
</thead>
<tbody>
<tr>
<td>April 2017</td>
<td>9,455</td>
<td>$721,011.82</td>
<td>April 2018</td>
<td>9,792</td>
<td>9122 Residential 670 Non-Res</td>
</tr>
<tr>
<td>May 2017</td>
<td>9,479</td>
<td>$707,089.63</td>
<td>May 2018</td>
<td>9,822</td>
<td>8974 Residential 848 Non-Res</td>
</tr>
<tr>
<td>June 2017</td>
<td>9,498</td>
<td>$757,922.07</td>
<td>June 2018</td>
<td>9,785</td>
<td>8935 Residential 850 Non-Res</td>
</tr>
<tr>
<td>July 2017</td>
<td>9,494</td>
<td>$715,129.80</td>
<td>July 2018</td>
<td>9,736</td>
<td>8888 Residential 848 Non-Res</td>
</tr>
<tr>
<td>Aug. 2017</td>
<td>9,511</td>
<td>$710,629.16</td>
<td>Aug. 2018</td>
<td>9,744</td>
<td>8897 Residential 847 Non-Res</td>
</tr>
<tr>
<td>Sept. 2017</td>
<td>9,676</td>
<td>$726,024.58</td>
<td>Sept. 2018</td>
<td>9,746</td>
<td>8901 Residential 845 Non-Res</td>
</tr>
<tr>
<td>Nov. 2017</td>
<td>9,756</td>
<td>$679,991.13</td>
<td>Nov. 2018</td>
<td>9,765</td>
<td>8917 Residential 848 Non-Res</td>
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<tr>
<td>March 2018</td>
<td>9,760</td>
<td>$841,530.30</td>
<td>March 2019</td>
<td>Billing report not received as of 4/08/19</td>
<td>$1,011,953.04</td>
</tr>
</tbody>
</table>
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 7, 2019
Agenda Item Number: H-2

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

Department: General Manager
Sponsor: Peter Rosasco

Subject: 2019 FASD Annual Conference

Summary of Discussion:
Mr. Rosasco will provide information about the 2019 Florida Association of Special Districts (FASD) Annual Conference.

Reviewed / Approved
Operations: 
Customer Service: 
Finance: 
District Counsel: 
District Clerk: 
Engineering: 

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

Attachments
2019 FASD Agenda

Approved By: [Signature]
Date: 5-2-19

General Manager
# AGENDA

## Monday, June 10, 2019

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:00 AM - 10:00 AM</td>
<td>CDO Component, Intergovernmental Affairs / Agreements</td>
</tr>
<tr>
<td></td>
<td>TBD CDM/CDO (2) CEU's</td>
</tr>
<tr>
<td>10:00 AM - 12:00 PM</td>
<td>CDO Component, Public Relations</td>
</tr>
<tr>
<td></td>
<td>Lisa De La Rionda, CDM/CDO (2) CEU's</td>
</tr>
<tr>
<td>11:00 AM - 1:00 PM</td>
<td>FASD Board Meeting</td>
</tr>
<tr>
<td></td>
<td>Island Room</td>
</tr>
<tr>
<td>12:00 PM - 1:00 PM</td>
<td>Lunch On Own</td>
</tr>
<tr>
<td>1:00 PM - 5:00 PM</td>
<td>CDO Component, Ethics, Elections, Public Records and Sunshine Laws</td>
</tr>
<tr>
<td></td>
<td>Terry Lewis, Chris Lyon, Natalie Kato, CDM/CDO (4) CEU’s</td>
</tr>
<tr>
<td>2:30 PM - 3:30 PM</td>
<td>New Member Orientation</td>
</tr>
<tr>
<td></td>
<td>Fred Crawford, Executive Director</td>
</tr>
<tr>
<td>3:00 PM - 3:15 PM</td>
<td>Break</td>
</tr>
<tr>
<td>3:30 PM - 4:30 PM</td>
<td>Certified District Manager &amp; Certified District Official Information</td>
</tr>
<tr>
<td></td>
<td>Mary Hickey &amp; Fred Crawford</td>
</tr>
<tr>
<td>5:00 PM - 6:00 PM</td>
<td>Reception (Invitation Only) - for New Members, 1st Time Attendees, CDM</td>
</tr>
<tr>
<td></td>
<td>&amp; CDO Recipients</td>
</tr>
<tr>
<td></td>
<td>Hosted by Board &amp; Conference &amp; Membership Committees</td>
</tr>
</tbody>
</table>

## Tuesday, June 11, 2019

<table>
<thead>
<tr>
<th>Time</th>
<th>Session</th>
</tr>
</thead>
<tbody>
<tr>
<td>8:15 AM - 12:15 PM</td>
<td>2nd Annual FASD Education Foundation Fundraiser Golf Tournament</td>
</tr>
<tr>
<td></td>
<td>The Dunes, Sanibel Island</td>
</tr>
<tr>
<td>10:00 AM - 11:00 AM</td>
<td>Florida Operational Requirements for Special District Managers and</td>
</tr>
<tr>
<td></td>
<td>Governing Board Officials</td>
</tr>
<tr>
<td></td>
<td>Jack Gaskins CDM/CDO (1) CEU</td>
</tr>
<tr>
<td>11:00 AM - 11:50 AM</td>
<td>Ethics</td>
</tr>
<tr>
<td></td>
<td>Laura Donaldson, CDM/CDO (1) CEU</td>
</tr>
<tr>
<td>12:00 PM - 1:00 PM</td>
<td>Lunch On Own</td>
</tr>
<tr>
<td>1:00 PM - 3:00 PM</td>
<td>Records Management</td>
</tr>
<tr>
<td></td>
<td>Tim Few, CDM/CDO (2) CEU’s</td>
</tr>
<tr>
<td>1:00 PM - 1:50 PM</td>
<td>Responsibilities of Special District Attorney</td>
</tr>
<tr>
<td></td>
<td>Maggie Mooney, CDM/CDO (1) CEU</td>
</tr>
<tr>
<td>1:00 PM - 5:00 PM</td>
<td>Strategic Planning</td>
</tr>
<tr>
<td></td>
<td>Barbara Cottrell, CDM/CDO (4) CEU’s</td>
</tr>
<tr>
<td>2:00 PM - 2:30 PM</td>
<td>Conduct of Board Meetings</td>
</tr>
<tr>
<td></td>
<td>David Ramba CDM/CDO (1) CEU</td>
</tr>
</tbody>
</table>
2:50 PM - 3:15 PM  | Break

3:15 PM - 4:05 PM  | Sunshine Law
                  | Andy Salzman, CDM/CDO (1) CEU

3:45 PM - 5:30 PM  | Legislative Tool Box
                  | Chris Lyons, Maggie Mooney, Laura Donaldson CDM/CDO (2)

4:10 PM - 5:00 PM  | Audit & Financial Reporting
                  | Raquel McIntosh, CDM/CDO (1) CEU

6:00 PM - 7:30 PM  | Kid's Night

6:00 PM - 7:30 PM  | Opening Reception in Exhibit Hall

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**Wednesday, June 12, 2019**

<table>
<thead>
<tr>
<th>Time</th>
<th>Event/Nomination</th>
<th>Presenter(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 AM</td>
<td>Breakfast</td>
<td></td>
</tr>
<tr>
<td>8:30 AM</td>
<td>Opening General Session</td>
<td></td>
</tr>
<tr>
<td>8:50 AM</td>
<td>Streamline Presentation</td>
<td>Sloane Dell'Orto</td>
</tr>
<tr>
<td>9:40 AM</td>
<td>Political Keynote</td>
<td></td>
</tr>
<tr>
<td>10:00 AM</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>10:30 AM</td>
<td>The Florida Economy</td>
<td>Dr. Sean Snaith, CDM/CDO (1)</td>
</tr>
<tr>
<td>11:30 AM</td>
<td>Lunch</td>
<td></td>
</tr>
<tr>
<td>1:00 PM</td>
<td>Media Relations - Learn from the Guru</td>
<td>Ron Sachs, CDM/CDO (1)</td>
</tr>
<tr>
<td>1:50 PM</td>
<td>Human Resources - Labor Law</td>
<td>Lara Donlon, CDM/CDO (1)</td>
</tr>
<tr>
<td>2:40 PM</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>3:00 PM</td>
<td>Legislative Update</td>
<td>Chris Lyon &amp; Jim Linn, CDM/CDO (.5)</td>
</tr>
<tr>
<td>3:40 PM</td>
<td>Election Update</td>
<td>Natalie Kato, CDM/CDO (.5)</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>CDD Roundtable</td>
<td>Todd Wodraska, CDM/CDO (1) CEU</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>Fire Districts Roundtable</td>
<td>Mary Hickey, CDM/CEU (1) CEU</td>
</tr>
<tr>
<td>4:00 PM</td>
<td>Water Districts Roundtable</td>
<td>Terry Lewis, CDM/CDO (1) CEU</td>
</tr>
<tr>
<td>5:00 PM</td>
<td>Wine Down Wednesday</td>
<td></td>
</tr>
</tbody>
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**Thursday, June 13, 2019**

<table>
<thead>
<tr>
<th>Time</th>
<th>Event/Nomination</th>
<th>Presenter(s)</th>
</tr>
</thead>
<tbody>
<tr>
<td>7:00 AM</td>
<td>Breakfast</td>
<td></td>
</tr>
<tr>
<td>8:30 AM</td>
<td>General Session &amp; Annual Business Meeting</td>
<td></td>
</tr>
<tr>
<td>Time</td>
<td>Event</td>
<td></td>
</tr>
<tr>
<td>--------------</td>
<td>------------------------------------------</td>
<td></td>
</tr>
<tr>
<td>8:50 AM - 9:30 AM</td>
<td>Text2Vote</td>
<td></td>
</tr>
<tr>
<td>9:30 AM - 9:50 AM</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>9:50 AM - 11:50 AM</td>
<td>Leadership - The Froglogic Way</td>
<td></td>
</tr>
<tr>
<td></td>
<td>David Rutherford, CDM/CDO (1.5)</td>
<td></td>
</tr>
<tr>
<td>12:00 PM - 1:30 PM</td>
<td>Awards Luncheon</td>
<td></td>
</tr>
<tr>
<td>1:30 PM - 3:00 PM</td>
<td>#VegasStrong: Lessons Learned from 2017 Las Vegas Shooting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Rachel Skidmore, CDM/CDO (1)</td>
<td></td>
</tr>
<tr>
<td>3:00 PM - 3:20 PM</td>
<td>Break</td>
<td></td>
</tr>
<tr>
<td>3:20 PM - 4:00 PM</td>
<td>Mock Board Meeting</td>
<td></td>
</tr>
<tr>
<td></td>
<td>Terry Lewis and Cast, CDM/CDO (1.5)</td>
<td></td>
</tr>
<tr>
<td>6:00 PM - 9:00 PM</td>
<td>Banquet Dinner - Casino Night!</td>
<td></td>
</tr>
</tbody>
</table>
Key Largo Wastewater Treatment District
Board of Commissioners Meeting
Agenda Item Summary

Meeting Date: May 7, 2019

Agenda Item Number: I-1

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

Department: Legal
Sponsor: Nicholas Mulick

Subject: TIITF Exemption of Vacant Land from the Wastewater Assessment

Summary of Discussion:
Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (TIITF) purchased four vacant Tier I parcels in October of 2017 (AK#1692441, 1692450, 1697125, 1697133). A request to exempt the parcels from the wastewater assessment was received from the Department of Environmental Protection.

Staff recommends approval of the request. No refund will be provided.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 0.00</td>
<td>Resolution 05-05-19</td>
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<tr>
<td>Customer Service:</td>
<td>$ 14,933.28</td>
<td>Maps</td>
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<tr>
<td>Finance:</td>
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<td></td>
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<tr>
<td>District Counsel:</td>
<td>Uncollected</td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td>Assessment Revenue</td>
<td></td>
</tr>
<tr>
<td>Budgeted:</td>
<td>No</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: [Signature]
General Manager
Date: 5-2-19
RESOLUTION NO. 05-05-19


WHEREAS, the Board of Trustees of the Internal Improvement Trust Fund of the State of Florida (the “TIITF”) is the owner of real property having Parcel Identification Numbers 00565350-000000, 00565360-000000, 00569041-009000 and 00569041-009100, legally described in Exhibit “A” attached hereto and made a part hereof by reference (“the Subject Tax Parcels”); and

WHEREAS, the Subject Tax Parcels were assessed a System Development Charge (“SDC”) as reflected in the 2012 Final Assessment Resolution No. 63-08-12 adopted on August 21, 2012; and

WHEREAS, in accordance with the provisions of Section 10.04(a) of Key Largo Wastewater Treatment District’s General Rules and Regulations (“KLWTD R&Rs”), the TIITF has submitted a request that the Subject Tax Parcels be excluded from the 2012 Final Assessment and classified as Exempt; and

WHEREAS, based upon its review of the application, Staff recommends approval of the request.

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

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

Section 2. Approve Exemption. The Board finds that there is good and sufficient cause to approve TIITF’s request to exclude the Subject Tax Parcels from the 2012 Final Assessment Roll.
Section 3. **Exempt Tax Parcels.** As of the effective date of this Resolution, the SDC assessment imposed on the Subject Tax Parcels shall be removed and the property classified as Exempt.

Section 4. **Effective Date.** This Resolution shall be effective upon adoption by the Board.

Section 5. **Implementation.** The General Manager and/or his designee is authorized to take all actions necessary to implement the terms of this Resolution.

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

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

The Chairman thereupon declared this Resolution duly passed and adopted the 7th day of May, 2019

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: _______________________________
    David Asdourian, Chairman

Approved to as to form and legal sufficiency:

ATTEST: By: _______________________________
         Nicholas W. Mulick,
         General Counsel

By: _______________________________
    Diane Bockelman, Clerk

SEAL
RESOLUTION NO. 05-05-19
EXHIBIT “A”

RE NO. 00565350-000000 and 00565360-000000
AK NO. 1692441 and 1692450

Lots 3 and 4, Block 5, of Gulfstream Shores, according to the Plat thereof, as recorded in Plat Book 3, Page 61, of the Public Records of Monroe County, Florida.

RE NO. 00569041-009000 and 00569041-009100
AK NO. 1697125 and 1697133

Lots 103 and 104, Ocean Reef Shores, according to the Plat thereof recorded in Plat Book 6, Page 75, of the Public Records of Monroe County, Florida.
Monroe County, FL

TIITF
AK#1692450 and AK#1692441

Legend
- Centerline
- Easements
- Hooks
- Lot Lines
- Road Center
- Rights of Way
- Shoreline
- Condo Building
- Key Names
- Subdivisions
- Parcels

Overview

Key Largo

Knowlson G
TIITF
AK#1697133 and AK#1697125
Key Largo Wastewater Treatment District  
Board of Commissioners Meeting  
Agenda Item Summary

Meeting Date: May 7, 2019

Agenda Item Number: M-1

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

Department: Legal
Sponsor: Nicholas Mulick

Subject: **Calusa Campground Maintenance and Service Agreement**

Summary of Discussion:
The Calusa Campground Maintenance and Service Agreement will be presented for action.

<table>
<thead>
<tr>
<th>Reviewed / Approved</th>
<th>Financial Impact</th>
<th>Attachments</th>
</tr>
</thead>
<tbody>
<tr>
<td>Operations:</td>
<td>$ 20,000.00</td>
<td>Maintenance and Service Agreement</td>
</tr>
<tr>
<td>Administration:</td>
<td>Income</td>
<td></td>
</tr>
<tr>
<td>Finance:</td>
<td>Funding Source:</td>
<td></td>
</tr>
<tr>
<td>District Counsel:</td>
<td></td>
<td></td>
</tr>
<tr>
<td>District Clerk:</td>
<td>Budgeted:</td>
<td></td>
</tr>
<tr>
<td>Engineering:</td>
<td>N/A</td>
<td></td>
</tr>
</tbody>
</table>

Approved By: ___________________________  Date: 5-2-19

General Manager
MAINTENANCE AND SERVICE AGREEMENT

THIS AGREEMENT is made and entered into, effective this ________ day of __________________, 2019, by and between the following Parties (collectively the “Parties”):

KEY LARGO WASTEWATER TREATMENT DISTRICT, an independent special district created and incorporated by Ch. 2002-337, as amended, whose address is P.O. Box 491, Key Largo, FL 33037 (hereinafter called the “District” or “KLWTD”), and

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC. a Florida corporation, not for profit, operating Calusa Campground according to the Declaration of Condominium thereof recorded at Official Record Book 1521 at Page 1771 of the Public Records of Monroe County, Florida, whose address is 325 Calusa Street, Key Largo, FL 33037 (hereinafter called “Calusa”).

WITNESSETH

WHEREAS, Calusa is the owner of certain property, known as Calusa Campground (hereinafter called the "Property"), which is located in Monroe County, Florida within the boundaries of the District and its service area; and

WHEREAS, the Property is a condominium consisting of privately owned single-lot common-interest units as well as common areas that include but are not limited to laundry facilities; and

WHEREAS, Calusa properly represents the interests of all of its unit owners pursuant to Rule 1.221, Fla.R.Civ.P. and Chapter 718, F.S.; and

WHEREAS, Calusa has constructed a wastewater collection system on its Property (hereinafter the “Calusa Collection System”); and

WHEREAS, the Calusa Collection System is connected directly to the District’s central sanitary sewer system; and

WHEREAS, functional problems with the Calusa Collection System could have a direct impact on the District’s vacuum sanitary central sewer system; and
WHEREAS, the Parties acknowledge that the District can maintain the Calusa Collection System more effectively and more efficiently than Calusa or a private contractor; and

WHEREAS, for all of the above reasons, both parties agree it is in their mutual best interest that the District continue to maintain, repair, and service the Calusa Collection System subject to the terms and conditions outlined in this Agreement.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual covenants contained herein, and the following terms and conditions, the parties hereto, intending to be legally bound hereby, agree as follows:

1. The foregoing recitals are incorporated into this Agreement as if fully set forth in the body of this Agreement.

2. The District agrees to provide routine maintenance services for the Calusa Collection System subject to, and in accordance with, the conditions outlined herein. For the purpose of this Agreement, “Calusa Collection System” means the area, equipment and facilities depicted on the attached site plan. Calusa’s portion of the Calusa Collection System consists of all other facilities and equipment located outside the area encompassed by the site plan.

3. The District will invoice Calusa quarterly for costs incurred by the District for routine maintenance and services for the Calusa Collection System, including personnel time, supplies, and administrative expenses in accordance with attached Schedule A. In accordance with Schedule A, the District will charge Calusa for the repair or replacement of parts and equipment in a separate invoice, payment for which is due within 30 days of issuance. The District reserves the right to review and revise Schedule A annually.

4. Calusa, and/or its private unit owners, shall be solely responsible for the cost of any and all operation, maintenance, and servicing of Calusa’s Portion of the Calusa Collection System, including, but not limited to, the cost of electricity to operate pumps or other equipment. The District shall have no responsibility for the operation, maintenance, repair, or replacement of Calusa's Portion of the Calusa Collection System.

5. Notwithstanding the provisions of § 768.28, Florida Statutes, the participation of the District in this Agreement shall not be deemed a Waiver of Immunity to the extent of liability coverage, nor shall any amendment to this Agreement entered into by the District be deemed to contain any provision for Waiver.
6. Calusa hereby authorizes the District to undertake all steps necessary to continue providing routine maintenance and services for the Calusa Collection System and to remedy and repair any existing defects in the Calusa Collection System, including without limitation, excessive inflow and infiltration, and elevated salinity of the sewage subject to the terms and condition of this Agreement.


8. The District shall not be responsible for the repair or replacement of turf grass or turf on the Property due to normal wear and tear as a result of the District's routine maintenance services for the Calusa Collection System, including damage caused by vehicles or foot traffic.

9. The District shall not be responsible for any direct or consequential damage arising from the failure of any component of Calusa’s Portion of the Calusa Collection System, including without limitation, the Gravity Service Line (including the anti-backflow device) or any plumbing located within any structure or recreational vehicle.

10. During the term of this Agreement, Calusa grants at no cost to the District and District's employees, agents, engineers, contractors and representatives, the free and uninterrupted access and right to use, repair, inspect, test, maintain, and service the Calusa Collection System on, upon, under and through the Property. Calusa shall immediately notify the District of any damage to or malfunction of the Calusa Collection System.

11. Calusa agrees to defend, indemnify and hold harmless the District, its officers and board members, its servants, agents and/or employees, from any and all claims in law or in equity, including, but not limited to, claims asserted by individual condominium unit owners, for any injury or damage of any nature or kind whatsoever, including costs of investigation and defense and including, but not limited to, reasonable attorneys' fees, arising from the use, maintenance, repair or replacement of the Calusa Collection System or from Calusa's negligent or willful actions with respect to the use of the Calusa Collection System pursuant to this Agreement.
12. Calusa hereby releases and forever discharges the District from any and all claims in law or in equity from any damage that may result from the flooding in any building or on any property that has plumbing fixtures, caused by blockage, or back flow of sewers occurring in Calusa's Portion of the System. Calusa, for itself and for Calusa's successors and assigns, hereby acknowledges its full responsibility for the operation, maintenance, repair or replacement of Calusa's Portion of the System, and further acknowledges that the District is not in any way responsible for such operation, maintenance, repair, or replacement of Calusa's Portion of the System.

13. In no event shall the District be liable for any incidental or consequential damages to personal property owned by Calusa and/or individual unit owners and/or for personal injury as a result of its maintenance, repair, or servicing of the Calusa Collection System pursuant to this Agreement.

14. Calusa agrees to amend its insurance policies such that the District is named as an additional insured, and provide proof such policies continuously maintain a minimum of $1,000,000.00 in liability coverage.

15. The terms of this Agreement shall be binding upon and shall inure to the benefit of the heirs, executors, administrators, and assigns of the parties hereto. All covenants and obligations contained in this Agreement shall be covenants and obligations running with the land and binding upon subsequent owners of the Property. This Agreement may be filed and recorded in the Office of the Recorder of Deeds of Monroe County, Florida, and indexed therein against Calusa and the Property for the purpose of giving notice to subsequent owners of the Property. Costs of filing and recording shall be paid by Calusa.

16. In addition to any costs incurred by Calusa pursuant to this Agreement, Calusa and individual unit owners shall continue to pay to the District all regular fees and expenses for sewer service in accordance with the established rate schedule for the District's sanitary sewer system.

17. Notwithstanding any other provision of this Agreement, either party may cancel this Agreement for any reason or for no reason upon sixty (60) days written notice to the other at the address shown above.

18. If this Agreement is terminated by either Party, Calusa shall maintain and operate the Calusa Collection System in accordance with all rules, and regulations, including the District’s Rules and Regulations and applicable DEP rules and regulations.
19. This Agreement represents the entire understanding between the Parties; and any representations, inducements, promises, or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void and will not alter the conditions set forth herein. This Agreement may only be amended by an instrument in writing, duly executed by the parties.

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

21. If a dispute arises out of or related to this Agreement, or the breach thereof, and if the dispute cannot be settled through negotiation, the parties agree first to try in good faith to settle the dispute by mediation administered by the American Arbitration Association under its Commercial Mediation Procedure before resorting to arbitration. If the dispute cannot be resolved through negotiation or mediation, the parties agree that all disputes shall be resolved by arbitration administered by the American Arbitration Association under its Commercial Arbitration Rules (“the Rules”), and Judgment on the award rendered pursuant to the Rules may be entered in any Court having jurisdiction thereof. Costs of the mediation and/or arbitration shall be apportioned between the parties in accordance with the Rules. The party in whose favor an arbitration award is granted shall be entitled to reasonable attorney’s fees and costs. In any civil action brought by either party to enforce the arbitration award, the prevailing party shall be entitled to reasonable attorney’s fees, both direct and on appeal.

22. The respective parties do hereby certify that The Calusa Campground Condominium Association, Inc. Board of Directors and the Key Largo Wastewater Treatment District Board of Commissioners have adopted any and all necessary resolutions that may be required to effectuate and validate the terms of this Agreement.
23. This Agreement shall take effect on the last date that it is fully executed by the authorized officer of both of the Parties,

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in duplicate by their respective Authorized Officers.

CALUSA CAMPGROUND CONDOMINIUM ASSOCIATION, INC.

By: ____________________________________
Print Name ______________________________
Title ____________________________________

COUNTY OF MONROE
STATE OF FLORIDA

I HEREBY CERTIFY that on this _____ day of _____________20____, before me, an officer duly authorized to take acknowledgments, personally appeared ____________________
known to me to be the person named in the foregoing instrument, who acknowledged executing same and who is/are personally known to me or produced ___________________________
as identification and who did/did not take an oath.

_________________________________   (Notary Seal)
Notary Public

_________________________________
Printed Name of Notary

My Commission Expires:
KEY LARGO WASTEWATER TREATMENT DISTRICT

Peter Rosasco, General Manager

(SEAL)

ATTEST:

Diane Bockelman, District Clerk

APPROVED AS TO FORM AND LEGAL SUFFICIENCY:

Nicholas Mulick, General Counsel
MAINTENANCE AND SERVICE AGREEMENT

SCHEDULE A

For providing routine maintenance and services for the Calusa Collection System, Calusa shall pay to the District the total sum of $20,000.00, which may be paid in four equal quarterly installments, for each year this Agreement remains in effect.

Routine maintenance and services does not include the repair or replacement of parts and equipment.

In the event the District determines, in its sole judgment, that it is necessary to repair or replace parts or equipment in order to maintain the integrity and functionality of the Calusa Collection System, Calusa shall be invoiced for labor, parts, and equipment provided by the District at the following rates:

- Labor at $25.00 per hour per person; $37.50 per hour for overtime per person
- Parts and equipment at the District’s direct cost
- Administrative Fee at 20%

Alternatively, the District reserves the right to retain the services of a State licensed contractor to replace or repair parts or equipment in order to maintain the integrity and functionality of the Calusa Collection System. In such an event, Calusa shall be invoiced for all expenses incurred by the District, plus a 20% administrative fee.

All invoices must be paid within 30 days of issuance. Any invoice paid after 30 days will accrue interest at the rate of 18% per annum until paid in full.

Failure to pay any invoice shall be deemed a material breach of this Agreement.