The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 5:00 PM. Present were Chairman Majeska, Commissioners Andy Tobin, Norman Higgins, David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Ted Blackburn led the Pledge of Allegiance.

Chairman Majeska led the District in a moment of remembrance for Charles Brooks, Emma Fishburn and Dr. Joseph Goldberg.

APPROVAL OF AGENDA
Chairman Majeska added an item on Islamorada by Ted Blackburn, before Bulk Items and followed by Coral Coast. Commissioner Tobin added an item on memorials for Ken Sorenson, Murray Nelson, and Charlie Brooks under Commissioner Roundtable.

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

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Motion passed 5 to 0

ISLAMORADA UPDATE
Ted Blackburn, Islamorada Vice President, gave the District an update of the US 1 construction being done by Islamorada.

CORAL COAST
Coral Coast Association President Jose Jurua, homeowners John Hammerstrom and Diane Marshall, who have a green house, talked about the need of a 120 volt pump and they do not understand why a new agreement should be signed. See Exhibit “A”.

KLWTD Board of Commissioners
Board Meeting
March 12, 2013
PUBLIC COMMENT
Name & Address
John Hammerstrom, Key Largo
Diane Marshall Key Largo
Sue Heim, Key Largo

Subject
Easements for Coral Coast and Grinder Pumps
See Exhibit “A”
Concerned over Conservation Resolutions
See Exhibit “B”

BULK ITEMS
Minutes of Feb 19, 2013

Motion: Commissioner Gibbs made a motion to approve the Minutes of March 12, 2013. Commissioner Asdourian seconded the motion.

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Motion passed 5 to 0

TJE Properties LLC AK 1589250

Motion: Commissioner Tobin made a motion to approve the TJE Properties LLC AK 1589250 appeal. Commissioner Gibbs seconded the motion.

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Motion passed 5 to 0

Trimble GPS Upgrade

Motion: Commissioner Tobin made a motion to approve the Trimble GPS Upgrade. Commissioner Gibbs seconded the motion.

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Commissioner Asdourian X
Chairman Majeska X
Motion passed 5 to 0

FINANCIAL REPORT

Pending Payments

Motion: Commissioner Asdourian made a motion to approve the Pending Payments contingent upon the availability of funds. Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 5 to 0

COMMISSIONER'S ITEMS

Report on Washington DC Trip
Commissioner Gibbs Reviewed his report on the trip to Washington DC trip. Example “C”.

ENGINEER'S REPORT

Shallow Well Update

Weiler Engineering reported that they are still talking to Layne about reducing they price of the Shallow wells.

Grinder Pump RFP Update

Operations Manager, Dan Saus, explained that there were no responsive proposals and that the District will be going out again after the Request for Proposals for Grinder Pumps is rewritten.

SCADA

Motion: Commissioner Higgins made a motion to accept the lowest responsive, responsible bidder as recommended by Eckler Engineering in their recommendation of award letter dated 3/5/13 which is Curry Controls Company with the Bid amount $355,000.00 and directed staff to issue them the Notice of Award. Commissioner Asdourian seconded the motion.
Vote on Motion

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Motion passed 5 to 0

LEGAL COUNSEL
District Legislation

District Counsel Ray Giglio reported that the District Legislation is continuing through the process on schedule.

Conservation Resolutions
The Board directed Mr. Giglio to reword the resolution to clarify the meaning.

GENERAL MANAGER REPORT
Trip to Tallahassee
Margaret Blank reported that the Tallahassee trip went well and responsive.

Sales Tax Update
Ms. Blank reported that there has not been any change. The Board directed the Manager to put together a report on the sales tax in the same manner in which she did the report for the Washington DC trip.

Office Security
Paul Christian reported that there have been panic buttons provided in the office and cameras that record sight and sound in the office and entrance.

Islamorada Report
Dan Saus informed the Board of the construction plans. There will be a presentation by Islamorada at the March 19, 2013 meeting.

COMMISSIONER'S ROUNDTABLE
Memorial
Commissioner Tobin suggested that the Board consider naming some of the Vacuum Stations after Charles Brooks, Murray Nelson, and Ken Sorenson.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 8:45 PM.

The KLWTD meeting minutes of Mar. 12, 2013 were approved on March 19, 2013

[Signature]
Chairman Majeska

Carol Walker, CMC District Clerk
KLWTD Board of Commissioners
Board Meeting
March 12, 2013
EXHIBIT "A"

Homeowners Association of Coral Coast, Inc.

March 11, 2013

Robert Majeska, Chairman
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Dear Chairman Majeska,

1. One year ago, March, 2012, all property owners in Coral Coast agreed to and signed simple, two-page “Low Pressure Sewer Service Agreements” that included a grant of easement, that read in part:

   “NOW, THEREFORE, for valuable consideration [$9,000 Assessment], the receipt and adequacy of which is hereby acknowledged, the undersigned owners hereby grant to the Key Largo Wastewater Treatment District easements to construct, install, maintain, and operate an LPS system extending from the house situation on the Property to a connection in the public right-of-way adjacent to the Property, and owners and the District further agree to the terms set forth below: [emphasis added]” (See Exhibit A)

2. By comparison, the Florida Keys Aqueduct Authority (FKAA) assesses their LPS customers $4,500, using a two-page “Agreement and Grant of Easement for Installation and Maintenance of Low Pressure Sewer System Pump Station.” Their Agreement has been signed by hundreds of customers in the Cudjoe Key area and those agreements have been submitted to the Clerk of the Court for recording. (See Exhibit B)

3. On January 8, 2013, the Key Largo Wastewater Treatment District distributed to Coral Coast property owners the proposed “Easement Grant,” telling us “...you must complete the enclosed additional documents, have them notarized and return them to us by Monday, January 14, 2013 (six days later). While in a more traditional format that would facilitate recording the instrument, the 2013 Easement contained extraneous provisions not relevant to the granting of an easement. (See Exhibit C)

4. A Registered letter, dated February 5, 2013 from José Jurado, President of the Homeowners Association of Coral Coast was signed for by KLWTD staff on February 11. The letter asked that the District, “Please explain at your earliest convenience why we are being asked to sign a substantially different Easement letter.” A month later, we have received neither an acknowledgement nor an answer from the District. (Exhibit D)

5. The details of a customer service complaint presented by one of our property owners to the District at their February 19 meeting are relevant, but do not need to be repeated here. (See Exhibit E)
6. The legal confusion of having signed one agreement and then being presented with another agreement—one that contained extraneous provisions—necessitated contacting a lawyer. His opinion states in part:

"Although the Service Agreement, by its terms, purports to be an enforceable contract between individual homeowners and the KLWTD, it is not signed on behalf of KLWTD."

"The absence of a signature on behalf of the KLWTD, however, does not necessarily relieve the KLWTD of the obligations it agreed to undertake as specifically described in the Service Agreement. The KLWTD drafted the Service Agreement which it induced the homeowners to sign with the understanding that it was binding on the KLWTD. Consistent with that understanding, the homeowners fulfilled their obligations under the Service Agreement by paying the fees demanded by the KLWTD. By accepting those funds and without disavowing the Service Agreement, the KLWTD would be hard-pressed to now take the position that it is not compelled to fulfill its reciprocal obligations..."

"...I am more troubled by the provision whereby the property owner assumes liability for any injuries or damages incurred by a third party as a result of the activities of KLWTD's representations. Utility easements are intended to ensure access by the utility provider for the limited purposes of repairing and maintaining its equipment. It is not a means by which extraneous matters such as assumption of risk should be addressed. Moreover, the KLWTD is in a far better position to supervise its own staff than is the property owner. I strongly recommend that any reference to the assumption of responsibility by the homeowner for the actions of the KLWTD be deleted from the Utility Easement."

Conclusion

It is requested that the Key Largo Wastewater Treatment District reframe the signed and notarized "2012 Easement and Low Pressure Sewer Service Agreement" as needed to make the instrument recordable with the Monroe County Clerk, that the new document exclude extraneous provisions, that it be offered to ALL "Unique Property" LPS customers in the District for their signatures and furthermore that the document be signed by a representative of the District with sufficient authority.

Thank you for your consideration of this matter.

Sincerely,

Board of Directors, Homeowners Association of Coral Coast
LOW PRESSURE SEWER SERVICE AGREEMENT

WHEREAS, the owners of the parcel (the “Property”), the legal description of which is attached hereto as Exhibit “A”, desire the Key Largo Wastewater Treatment District (the “District”) to enter upon the Property to install a low pressure sewer (“LPS”) system consisting of an individual grinder pump, electrical connection, pump discharge line, low pressure sewer main and appurtenances; and

WHEREAS, the owners desire that, following installation of the LPS system, the District enter the Property from time to time, as reasonably necessary, to repair and maintain the LPS system (excluding the gravity-flow service line), and

NOW THEREFORE, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned owners hereby grant to the Key Largo Wastewater Treatment District easements to construct, install, maintain, and operate an LPS system extending from the house situated on the Property to a connection in the public right-of-way adjacent to the Property, and owners and the District further agree to the terms set forth below:

1. The District, and its employees, inspectors, contractors, representatives and agents shall be permitted access to the Property for the purpose of installation of an LPS system thereon consisting of an individual grinder pump, electrical connection, pump discharge line, low pressure sewer main and appurtenances thereto. In the event access to the interior of a house or other building on the Property is necessary to complete the installation, advance permission to enter shall be obtained from at least one owner prior to entry and the completion of the installation. The District will construct the LPS system along the shortest and/or most cost-efficient route from the house situated on the Property to the public right-of-way connection. Prior to installation, the District shall mark the location of the grinder pump, connections and lines, and discuss the same with the owners. The owners are responsible to provide 220V electrical service mounted on the exterior of the house within 20 linear feet of the grinder pump location.

2. If the owners desire the District to change the location of the grinder pump, connections, or lines, the owners must make a written request for the changes within three business days of the discussion, and the owners must provide a drawing indicating the desired changes. Within three business days after receiving the written request for the changes, the District will respond to the owners, either denying the request, accepting the request at no cost to the owners, or proposing a price for the changes based on the estimated cost of accomplishing the changes. If the estimated cost to accomplish the requested changes is two hundred dollars ($200.00), or less, the District will make the requested changes at no cost to the owners. If the estimated cost to accomplish the requested changes is more than two hundred dollars ($200.00) the District will make the requested changes only if the owners agree to pay the estimated cost to accomplish the requested changes in excess of two hundred dollars ($200.00). Upon completion of the installation, the District will provide an as-built drawing showing the location of the grinder pump and associated facilities installed by the District.

3. The District’s maintenance obligation for the LPS system shall include only service repairs resulting from normal wear and tear and not damage to the LPS system resulting from intentional, negligent or accidental abuse or misuse of the LPS system. Service and repairs required, as a result of intentional, negligent or accidental abuse or misuse of the LPS system, shall be the sole financial responsibility of the owners. The owners agree to hold the District harmless for consequential damage arising from such intentional, negligent or accidental abuse or misuse of the LPS system.

4. The District shall not be responsible for repair or maintenance of the gravity service line between the house and the grinder pump. The owners agree that repair and maintenance of the gravity service line and the house plumbing are solely the responsibility of the owners.

5. Following installation, the District, and its employees, inspectors, contractors, representatives and agents are granted permission to enter upon the owners’ Property, at any time, to install, inspect, test.
maintain and repair the LPS system. Said right of entry shall not include the right to enter the house or any other buildings located on the Property. In the event access to the interior of the house or other building on the Property is necessary to inspect, test, maintain and repair the LPS system, advance permission to enter shall be obtained from at least one owner prior to entry for such purposes. If the owners fail to allow the District access to the LPS system, the District will, in its discretion, upon reasonable notice to the owners, terminate this agreement, transfer ownership of the LPS system to the owners (or their successors), and cease operation, maintenance, and repair of the LPS system. This remedy is in addition to any other remedy permitted by law.

6. The District will exercise reasonable care to minimize the disruption of surface vegetation and physical, non-vegetative improvements in connection with installation, repair and maintenance of the LPS system. If the District damages vegetation or non-vegetative improvements in the course of (1) installation of the LPS system, or (2) repairs and maintenance for which the District is responsible under Paragraph 3. above, the District will bear and be responsible for the cost of replanting, reseeding, or resodding the damaged vegetation, and the reasonable cost of repair or replacement of the non-vegetative improvements damaged in the course of such installation, repairs, and maintenance. For repairs and maintenance other than repair and maintenance for which the District is responsible under Paragraph 3. above, the owners shall bear and be responsible for repair or replacement of vegetation or non-vegetative improvements damaged in the course of such repairs and maintenance.

7. The District’s authority to levy non-ad valorem assessments, and to charge monthly charges for provision of wastewater service to the parcel is not altered, diminished, or otherwise affected by this agreement, and the District shall levy such assessments and impose such charges in the same manner as they are levied and imposed on similarly situated parcels.

8. The owners agree to the District’s connection of the grinder pump to the Property’s electrical system. The owners further agree that the electric power cost of the grinder pump is the owners’ responsibility.

9. The owners agree to provide notice, in writing, of the conditions of this Agreement to any and all persons who claim or may have an interest in the Property, to any and all persons who may be tenants, occupants or users of the Property, and to all other persons or entities connected to use of the Property, including but not limited to realtors, developers, builders and contractors. Presentation of a copy of this Agreement to the applicable person or entity shall be considered full compliance with this requirement.

10. This Agreement shall run with the land and bind the owners, their successors and assigns, and all persons claiming by or through such owners shall be taken to hold, agree and covenant to conform to and observe said reservations and agreements, and the sale or use of all or any part of the Property shall be subject thereto, but no covenant, reservation or restriction herein set forth shall be personally binding on the owners or their successors or assigns except in respect to breaches committed during their ownership of said land. and said District shall have the right to enforce the observance of these covenants and agreements in any court of competent jurisdiction.
Executed this ___ day of ___, 20__.

OWNER:
By: __________________________

OWNER:
By: __________________________

WITNESS:
By: __________________________

WITNESS:
By: __________________________

COUNTY OF MONROE
STATE OF FLORIDA

The foregoing instrument was acknowledged before me this ___ day of ___, 20__, by

John Hamm (name(s)), who is (are) personally known to me or who has (have) produced US NAVY, DOD ID #DD 934787 (type of identification) as identification.

Carol Walker
Notary Public

Printed Name: __________________________

My Commission Expires: __________________________
SKETCH & DESCRIPTION OF PUMP STATION EASEMENT

LOT 15
SECOND CORRECTED PLAT OF CORAL COAST
(P.B. 7, PG. 63, M.C.R.)

SCALE IN FEET
1" = 100'

LAND DESCRIPTION:
An easement for sewer system purposes over the following described lands:

All of Lot 15, SECOND CORRECTED PLAT OF CORAL COAST, according to the Plat thereof as recorded in Plat Book 7, Page 63 of the Public Records of Monroe County, Florida.

Said lands lying and situate in Monroe County, Florida, containing 28,413 square feet, more or less.

SURVEYOR'S NOTES:
1. Reproductions of this Sketch are not valid without the signature and the original raised seal of a Florida licensed surveyor and mapper.
2. No Title Opinion or Abstract to the subject property has been provided. It is possible that there are Deeds, Easements, or other instruments (recorded or unrecorded) which may affect the subject property. No search of the Public Records has been made by the Surveyor.
3. The land description shown hereon was prepared by the Surveyor.
4. Bearings shown hereon are assumed based on the south line of Lot 15 having a bearing of S40°08'04"W.
5. Data shown hereon was compiled from instrument(s) of record and does not constitute a boundary survey.
7. Address: 115 Coastal Drive, Key Largo, FL 33037
8. Real Estate Number and address shown hereon obtained from the Monroe County Property Appraiser's website.

CERTIFICATION:
I HEREBY CERTIFY that the attached Sketch and Description of the hereon described property is true and correct to the best of my knowledge and belief as prepared under my direction. I FURTHER CERTIFY that this Sketch and Description meets the Minimum Technical Standards set forth in Chapter 5J-17.05, Florida Administrative Code, pursuant to Section 472.027, Florida Statutes.

Date: 2-10-2012

KEITH M. CHEE-A-TOW, P.L.S.
Florida Registration No. 5328
AVIROM & ASSOCIATES, INC.
L.B. No. 3300

AVIROM & ASSOCIATES, INC.
SURVEYING & MAPPING
50 S.W. 2ND AVENUE, SUITE 102
BOCA RATON, FLORIDA 33432
TEL. (561) 392-2594, FAX (561) 394-7125
www.AVIROM-SURVEY.com
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REVISIONS

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JOB #: 8936 S&D15
SCALE: 1" = 100'
DATE: 02/10/2012
BY: S.A.M.
CHECKED: K.M.C.
F.B. NONE PG. NONE
SHEET 1 OF 1
AGREEMENT AND GRANT OF EASEMENT FOR INSTALLATION AND MAINTENANCE OF LOW PRESSURE SEWER SYSTEM PUMP STATION

Florida Keys Aqueduct Authority ("Authority")
Attn: Joshua W. Peele
1100 Kennedy Drive
Key West, FL 33040

EXHIBIT "B"

ACKNOWLEDGES that the Authority intends to furnish and install a simplex grinder low pressure pumping station, pump control panel and valve box with appurtenant pipe and electrical apparatus (Facilities) of a type and in a manner approved by the Authority, in an owner-selected portion of the above-referenced property.

Owner agrees to install, own, maintain, repair and replace the sewer lateral from the building connection to the Facilities and the electrical portion of the system from the building circuit panel to the pump control panel, and the Authority will install, own, maintain, repair and replace electrical service from the pump control panel to the Pump Station, the Pump Station itself, and the piping from the Pump Station to the street.

Owner understands and agrees that the Authority will perform inspections, maintenance and replacement of the Pump Station as necessary. Owners, also, understand and agree that the Authority will provide normal maintenance service on the Facilities at no additional charge to the Owners.

In order to provide the Authority access to the Facilities, the Owners for and in consideration of the sum of One Dollar ($1.00) and other good and valuable considerations, the receipt of which is hereby acknowledged, does grant, sell and convey an Easement to the Authority, its successors and assigns, under the following terms and conditions:

Owner hereby grants to the Authority an easement under, over, across and upon the property described as Lot(s)_____, Block_____, in The Official Records of Monroe County in Book_______ at Page______.

1. Upon agreement between Owner and the Authority, easement shall be confined to the Owner-selected location of Facilities, including a work area of five (5) feet, each way, from the Facilities.

2. The Authority, its successors and assigns, shall have the right to construct, reconstruct, lay, install, operate, maintain, relocate, repair, replace, improve, remove, and inspect the Facilities and shall have right of ingress and egress thereto and therefrom over and across the easement area. The Authority shall notify the Owner prior to gaining access, except in emergency conditions.

3. Owner shall furnish and maintain the easement area free of any obstruction and shall not construct, place, or allow the placing or construction of any obstruction which would interfere with: (a) Authority's safe or proper installation, operation, maintenance, inspection, or removal of the Facilities located in the easement area. Owner shall have the right to make any other use of the easement area which does not interfere with the Authority's Facilities.
4. Any obstruction to the safe or proper operation, maintenance, inspection, Facilities thereto may be removed by the Authority at Owner’s expense. The Authority shall notify Owner of any such obstruction prior to any action in this regard and allow Owner time to remove obstruction; except for emergency conditions during which the Authority may require immediate, unobstructed access to the Facilities.

5. Owner shall bear the cost of any relocation or modification of said Facilities when the change is necessitated by Owner’s requirements.

6. All covenants, stipulations, terms, conditions, and provisions of the agreement shall extend to and be made binding upon respective successors and assigns of Authority and Owner. It is intended that this Agreement shall be recorded and be binding upon future owners of the above described property.

7. The Owner does hereby state that they have sufficient authority and title to grant this easement.

IN WITNESS WHEREOF, the undersigned has executed this Agreement and Grant of Easement on this __ day of __________, 20__. 

WITNESSES: (Requires two witnesses)

By: __________________________________________________________________________________________________________
    Witness Signature (1)

_____________________________________________________________________________________________________________________
    Printed Name

By: __________________________________________________________________________________________________________
    Witness Signature (2)

_____________________________________________________________________________________________________________________
    Printed Name

OWNER(S):

By: __________________________________________________________________________________________________________
    Signature

_____________________________________________________________________________________________________________________
    Printed Name

By: __________________________________________________________________________________________________________
    Signature

_____________________________________________________________________________________________________________________
    Printed Name

STATE OF __________________________
COUNTY OF ________________________

The foregoing instrument was acknowledged before me this ___ day of _____________, 20___ by ________________________________ who is/are personally know to me or who has/have produced ______________________ as identification.

[NOTARY SEAL] 

Notary Public, State of________________________
EASEMENT GRANT

FOR good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the "Grantor" Key Largo Wastewater Treatment District (the "District"), whose mailing address is: PO Box 491, Key Largo, FL 33037, hereby grants and conveys to the

Key Largo Wastewater Treatment District (the "District"), whose mailing address is: PO Box 491, Key Largo, FL 33037, the following Easements, (described below) over, in, across, and under the Residential Tax Parcel (the "Parcel"), owned by the Grantor, which Parcel is located in Monroe County, Florida and is more particularly described in the attached and incorporated Exhibit "A", for the installation and maintenance of a Grinder Pump System for sanitary sewer service. Easements granted by Grantor:

1. A non-exclusive Temporary Construction Easement granting the District access to the Parcel described in Exhibit "A" for the initial construction and installation of the Grinder Pump System and for other construction purposes reasonably related thereto, which grant includes access to the Parcel during normal business hours to conduct all studies, tests, examinations, and surveys necessary to design, construct, and install the Grinder Pump System: and

2. A non-exclusive Permanent Utility Easement granting the District access to the area (the "Easement Area") covered by this Permanent Utility Easement, which Easement Area is more specifically described as a parcel of land 15 feet wide over, in, across, and under the Parcel, measured 7.5 feet on each side of the Grinder Pump System as constructed, but shall in no case extend beyond the edge of the Parcel. The exact location of said Easement Area is to be determined by the mutual consent of the parties at the time the Grinder Pump System is installed and may then be described and attached to this Easement Grant, as Exhibit "B". Pursuant to this Permanent Utility Easement, the District shall have such access to the Easement Area as is reasonably necessary to repair and maintain the Grinder Pump System in accordance with the provisions of the District's 2012 Grinder Pump Resolution, as same may from time to time be amended, and the District shall have complete access to the Easement Area at any time, 24-hours per day, in the event of an emergency.

The Effective Date of this Easement Grant shall be the date it is executed by an authorized representative of each signing party. The Temporary Construction Easement shall commence on the Effective Date of this Easement Grant and shall automatically terminate and expire on the date construction of the Grinder Pump System is completed, or one year from the Effective Date of this Easement Grant, whichever shall first occur. The Permanent Utility Easement shall commence on the Effective Date of this Easement Grant and shall run with the land in perpetuity and shall continue in full force and effect unless and until terminated in accordance with the provisions of the District's 2012 Grinder Pump Resolution, as same may from time to time be amended.

Grantor hereby covenants and warrants that Grantor owns the Parcel described in Exhibit "A," and/or that the undersigned, as or on behalf of Grantor, has the right to grant this easement. Grantor shall not construct any new buildings or improvements on the Easement Area or otherwise use the Parcel in such a way as would interfere with the easement rights of the District or materially increase the costs to the District of installing or maintaining the Grinder Pump System or of restoring any part of the Easement Area after such installation, without first obtaining the written approval of the District. Grantor agrees to provide notice, in writing, of the conditions of this Easement Grant to any and all persons who claim or may have an interest in the Parcel, to any and all persons who may be tenants, occupants or users of the Parcel, and to all other persons or entities entitled to use of the Parcel, including but not limited to realtors, developers, builders and contractors.

Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor or by any third party, or to any property belonging to the Grantor or any third party, now or in the future, even if caused by the negligence of the district, including any diminution to the value of the Parcel arising out of this Easement Grant or on account of the utilities to be constructed thereupon.

Grantor acknowledges that Grantor has read and understands, the District's 2012 Grinder Pump Resolution, incorporated herein by reference, and agrees to be bound by the provisions of that resolution, as same may from time to time be amended.

Whenever used herein, the plural nouns or pronouns shall include the singular, and the singular shall include the plural.
IN WITNESS WHEREOF, the Grantor has duly authorized and caused this Indenture to be executed in its name as of this ______ day of __________________. 20 ______.

GRANTOR: GRANTOR:
By: ________________________________ By: ________________________________
Print Name ________________________________ Print Name ________________________________

Signed, Sealed and Delivered in the presence of:
WITNESS: WITNESS:
By: ________________________________ By: ________________________________
Print Name ________________________________ Print Name ________________________________

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(s) named in the foregoing instrument. who acknowledged executing same in the presence of two subscribing witnesses and who is/are personally known to me or produced _____________________________ as identification and who did/did not take an oath.

____________________________
Notary Public

Printed Name of Notary
My Commission Expires:

CERTIFICATE OF ACCEPTANCE

THIS IS TO CERTIFY that the Key Largo Wastewater Treatment District, Grantee herein, acting by and through its General Manager, hereby accepts for utility purposes the real property, or interest therein, described in this instrument and consents to the recordation thereof.

IN WITNESS WHEREOF, I have hereunto set my hand this ______ day of ________________ 20____.

Key Largo Wastewater Treatment District: Key Largo Wastewater Treatment District:

Margaret Blank, General Manager Raymond Giglio, District Counsel

Exhibit “A” – description of the “Parcel” (required)
February 5, 2013

Key Largo Wastewater Treatment District  
P.O. Box 491  
Key Largo, FL 33037

ATTN: Jennifer Torrey  
Customer Support Coordinator

Dear Ms. Torrey:

On March 3rd, 2012, Key Largo Wastewater District Project Engineer Rebecca Orozco addressed our Association's yearly meeting accompanied by District Clerk Carol Walker.

Following her presentation, all Coral coast owners present signed Easement and Service Agreement letters and had their signatures notarized by Ms. Walker.

Please explain to us at your earliest convenience why we are being asked to sign a substantially different Easement letter.

Our Vice President, John Hammerstrom, has extended an invitation for you to address the 2013 Association meeting to be held on March 16, and we hope you are able to attend. In any case, we thank you for your service to the community and look forward to working with you to complete the projects.

Sincerely,

Jose Jurado  
President

Copies: Board of Directors  
Homeowners Association of Coral Coast, Inc.
February 19, 2013
Board of Commissioners  
Key Largo Wastewater Treatment District  
98880 Overseas Highway  
Key Largo, FL 33037

Subject: Transcript of comments made at KLWTD meeting 2/20/13

Dear Commissioners,

I am quick to compliment a job well done, and have spoken highly of the District and staff members when praise was due. The obverse is also true. I am here today because I find recent specific actions of certain staff members and of the board objectionable and I ask for your help to find mutually acceptable solutions. I am speaking for myself, and my statements do not necessarily reflect the views of my homeowners association.

In August, 2011, I first met with District Construction Manager Richard Crow and Project Engineer Rebecca Orozco to address the needs of the District as they pertained to the fifteen Coral Coast properties at Milemarker 97 bayside. Mr. Crow and Ms. Orozco will acknowledge that I was very helpful locating, contacting and arranging a meeting for owners in Coral Coast to sign the Easement Agreements that they sought.

In late 2011, I accompanied Mr. Crow and Ms. Orozco, at least one more District Staff member, and some subcontractors through my neighborhood, pointing out noteworthy characteristics of each of the fifteen properties, including my own. At that time, I asked Mr. Crow if a 120-volt grinder pump was possible, explaining I had a solar-electric system that cannot drive a 240-volt appliance. Mr. Crow consulted with others in attendance and then he agreed to have a 120-volt pump installed at my home. Apparently I should have gotten that commitment in writing.

On March 3, 2012, a year ago, Ms. Orozco and District Clerk Carol Walker were kind enough to attend the annual meeting of our association, where the “Unique Property” policy and the $9,000 assessment were explained, and where “Easement and Service Agreements” were signed by all present and notarized by Ms. Walker. A copy of my signed document is attached.

January 8, 2013, ten months later, I (and my neighbors) received letters from the District that surprisingly included an “Easement Grant” document that told us “...you must
complete the enclosed additional documents, have them notarized and return them to us by Monday, January 14, 2013 [six days later].”

Confused by the arrival of a second, very different agreement, I called the District Office and spoke with Paul Christian, who told me that I was wrong, I had not signed an Easement and Service Agreement. I assured him that we had done so, but he insisted. I asked to meet with officials at the District, which was arranged. My wife and I attended a meeting with Paul Christian, Ray Giglio, Suzie Rubio, Jennifer Torrey and other District Staff members.

By the time we arrived at that meeting, Mr. Christian had located the original signed and notarized agreement to which I had referred, but stated that, “It wasn’t an Easement Agreement.” I pointed out that the District Staff repeatedly described the document we signed as an “Easement Agreement” and that the document footer read “Easement and Service Agreement.” Mr. Christian argued that, since the word “Easement” was not at the top of the page, it was not an Easement Agreement.

Mr. Giglio assured my wife and me that the new agreement was significantly better in that it afforded additional protection to the homeowner with explicit temporary construction and permanent easement wording. We were given a portfolio of documents that included the New Easement agreement and the District 2012 Grinder Pump Resolution. We agreed to take the documents home with the intention of reading and signing them.

I then raised the subject of the 120-volt grinder pumps, to reinforce Mr. Crow’s agreement with us. Mr. Christian surprised me with a statement that “A 120-volt grinder pump cannot develop sufficient head pressure.” I was stunned by that very divergent professional opinion, but at the time had no data to refute it.

Subsequent to that meeting, I called the District, asking that I be provided the source and substance of Mr. Christian’s “insufficient head pressure” statement. I was contacted by Mr. Daniel Saus, who revealed in a congenial conversation that a widely used and respected 120-volt pump, that was otherwise physically and functionally identical to its 240-volt version, could in fact deliver sufficient head pressure, but that it required a 30-amp circuit. I assured him that my solar system was easily able to provide 30 amps. He said that the District had not yet chosen a pump vendor, that the Request For Proposals (RFP) had been published, and they were awaiting responses from potential vendors.

Monday, February 19, I learned that the vendor that might have supplied the 120-volt pump did not submit a bid, due in part because the RFP specifications excluded that vendor’s pump, although it is already widely and successfully installed in many grinder-pump systems in the Keys.
Our close read of the New Easement Agreement, the “Key Largo Wastewater Treatment District Temporary Construction and Permanent Utility Easement” and the “2012 Grinder Pump Resolution” revealed some very disturbing and critical details that Mr. Giglio failed to point out.

I question if the commissioners would personally sign a document that had the following clauses in it:

“Grantor releases, waives, discharges and agrees to hold harmless, the District and its commissioners, officers, servants, agents, and employees, from any and all liability, claims, demands, actions and causes of action whatsoever, alleged or real, that may be sustained by the Grantor or by any third party, or to any property belonging to the Grantor or any third party, now or in the future, even if caused by the negligence of the district, including any diminution to the value of the Parcel arising out of this Easement Grant or on account of the utilities to be constructed thereupon.

“Grantor acknowledges that Grantor has read and understands, the District’s 2012 Grinder Pump Resolution, incorporated herein by reference, and agrees to be bound by the provisions of that resolution, as same may from time to time be amended.”

The 2012 Grinder Pump Resolution has troubling details as well, epitomized by, but not limited to the following excerpts:

“The Owner shall hold the District harmless for any direct or indirect or consequential damage arising or resulting from...any maintenance or repair procedure which the District has performed or failed to perform.”

“In accordance with Section 3.05 of the District’s General Rules and Regulations, ...”[which refers to and binds signatories of the New Easement now to a third level (and unattached) document: the New Easement; and by reference to the Grinder Resolution ; and then by reference to the District Rules...all ‘as may be amended from time to time.’]

Section 9.02. NO CONTINUING OBLIGATION TO MAINTAIN OR REPAIR:

A. Any and all maintenance, repair and/or service by the District shall be performed ONLY for such time, and in such manner, as shall be provided for in this resolution, as same shall from time to time be amended.”

Section 9.04. DISTRICT’S RIGHT TO TERMINATE MAINTENANCE AND REPAIR
A. Even if this resolution shall not have been amended, superseded, or rescinded, the District may, in its sole discretion, and upon thirty (30) days' written notice to the Participating Owner, cease all maintenance, repair, and service of the Grinder Pump System installed on the Participating Owner's Parcel in the event of...any action by the Owner that shall, in the sole discretion of the District, constitute good cause.

Section 13.01. RELEASE AND HOLD HARMLESS

D. The Owner shall release, waive, and discharge the District, its commissioner, officers, servants, agents and employees from any and all liability, claims, demands, actions and causes of action whatsoever that may be sustained by the Owner or any third party, or any property belonging to the Owner or any third party, now or in the future, even if caused by the negligence of the District.

E. The Owner shall release, waive, and discharge the District, its commissioners, officers, servants, agents, and employees from any and all damages and claims, alleged or real, incurred by Owner by reason of any diminution to the value of the property arising out of this Resolution or on account of the Easement Grant, or the utilities to be constructed.

As I am sure you are aware, other "Unique Property" owners have also expressed similar concerns that raise the question of our participation. My neighborhood association has invited the District to meet with us again this year, but we have not received a reply.

To be clear, I consider many present and past District personnel and commissioners among my community friends. My criticism is directed solely to those individuals mentioned and limited to the specific issues itemized, but nevertheless reflects a culture of arrogance. I encourage a return to the public-service attitudes of the original District.

I am concerned that the District has lost sight of its community origins, and is becoming a bureaucratic, insensitive utility.

Sincerely,

John Hammerstrom
March 12, 2013

Board of Commissioners
Key Largo Wastewater Treatment District
98880 Overseas Highway
Key Largo, FL 33037

Good afternoon, my name is Diane Marshall. Why am I here today? I am a future Residential Unique Property customer seeking a 120-volt grinder pump. Last year, your District Construction Manager came to our home. We discussed the need to have a 120-volt grinder pump. He assured us it would be done. Now there is some question about it. Let me tell you why it’s important to me.

Sustainability has been part of my life’s work for more than a decade. I’m the founder of GLEE, the recipient of the Florida Legislature’s 2005 Green Building Award, a 2005 participant in the National Solar Decathlon, and with my husband, I built a sustainable home. Twelve years ago when we began building our house, we asked FKEC about their interconnection agreement so our photovoltaic system would be integrated with the grid. They didn’t know what it was, but said they’d get back to us. Their lead engineer called back, said he had looked into it, decided it was dangerous and FKEC wasn’t going to do it.

John and I had already done the research, traveling to speak with experts from Florida to California. It was doable. We also knew a Federal statute required the utility to connect us. But we didn’t want to take a legal approach. We wanted to work with the utility because we saw the future.

We met with FKEC board of directors. And as you know, FKEC became partners with us. John and I helped them write the interconnection agreement that they still use for all of their customers today. We became the first house in Monroe County to interconnect. That agreement now covers 60 homes. Similarly, when we built our rainwater harvesting catchment system while maintaining a connection with the Aqueduct Authority, people expressed concern. However, after researching it, FKAA determined that the only thing needed was to install an RPZ valve.

Why did they do it? These two utilities recognized our home as a prototype of future sustainable dwellings, and how those dwellings would benefit them. We don’t impact their systems. Green homes such as ours sell power back to FKEC and decrease their energy loads. Likewise with FKAA. Last year we harvested over 40,000 gallons of rainwater. That was 40,000 gallons FKAA didn’t have to supply us during their water shortage. I believe that it was because of those efforts that FKEC and FKAA became the biggest backers of GLEE. They got it.

This request for a 120-volt grinder pump is not rocket science. It’s doable. It’s a matter of cooperation. It’s about meeting customer needs so they can continue to operate sustainably. It’s about the future of sustainability in the Keys.
Diane Marshall
"Live sustainably. It’s our future."

Your motto is “Environmental Balance.” This is what the green homes in the Keys are already doing. Now is the time for the District to look to the future and to follow through on your Construction Manager’s commitment to provide homes like ours a 120-volt grinder pump. Let's cooperate so that the District and its green community members can be good environmental stewards. Without that pump our wastewater system would be the only infrastructure in our house that is not capable of operating off the grid. Does the District want to be the sole Keys’ utility not integrating sustainability?

Please direct staff to install a 120-volt grinder pump at our residence and to offer other green homes in the District the same option.

Thank you,

Diane Marshall

115 Coastal Drive, Key Largo, FL 33070  *  305-852-8722
I am speaking again about Res 06-02-13.

Regarding Section 1 – This Res applies to parcels bought for conservation, being exempt from KLWTD “System development Charge.”

What about the parcels donated for conservation, not bought?

Because the language clearly specifies “exempt from “System Development Charge, what about the “interest, collection fee, etc (as specified in Section 3) ?

Regarding Sections 2 and 3 and 4, I have prepared a chart, highlighting the details of each Section. As you can see, different parcels – and therefore KLWTD Customers - are being treated differently.

According to the language in this resolution:

Regarding Section 2 – the taxes have NOT been paid, removes just the current year’s entire KLWTD assessment (which includes Sys Dev Charge, interest, collection fees, etc.)

Regarding Section 3 - the taxes have NOT been paid, and there is a tax certificate on the parcel, the assessment years are not specified, and the amount of assessment to be removed it not specifically identified.

Regarding Section 4 – the taxes HAVE been paid. KLWTD has its money. BUT that parcel owner does NOT get back any “Sys Dev Charges, interest, collection fees, etc, and the assessment years are not specified.

So, your Customer who has paid his taxes, (Section 4) does not enjoy the same benefit as a Customer who has not paid his taxes (Section 2, and maybe Section 3) Having 2 standards – and the one for doing the customer who does the right thing (paying) treats the customer the worst.

As an aside, the “assessment years” to be removed detail is critical to several other items on today’s agenda.

There are still too many things wrong with this resolution. I ask that you not approve Res 06-02-13 tonight, or ever, until all these language and content issues are changed, corrected, fixed.
### Section 2

Establish procedure to authorize tax collector credit for conservation parcel, if taxes NOT PAID for current year.

- **RESOLUTION:**
  - **Date:** 03/12/13
  - **Purpose:** MITG

### Section 3

Tax collector issue credits to tax certificate holders for conservation parcel, if taxes NOT PAID for current year.

- **RESOLUTION:**
  - **Date:** 06/02/13
  - **Purpose:** MITG

### Section 4

No owners entitled to direct refund of any sys. dev., interest, collection fees, if taxes PAID.

- **RESOLUTION:**
  - **Date:** 06/02/13
  - **Purpose:** MITG
Res 03-01-13

I am speaking about resolution 03-01-13 for the same reasons I spoke about it last time.

The title of the Res says there are 5 tax parcels, but the body of the Res only contains 4 parcels.

For each of these parcels in this Res, when were they bought by the Land Authority? When was the land Authority documentation submitted to KLWTD?

The title of the Res is requesting removal from the 2007 assessment. If the land was bought after 2007, why remove back to 2007? If bought in 2007, where's the removal of assessments for the subsequent years?

Section 2 - the language references “deleted tax parcel”, but the Res applies to 4 parcels.

The bigger problem with this Section is that it references – invokes – Res 06-03-13 – but there is no Res 06-03-13.

Also, Res can not rely on, cite, or take basis in, another Res unless that cited Res is already approved, and does in fact exist.

The further problem with Section 2 is that it thrust responsibility for handling parcels onto another resolution, instead of stating the actual handling directly in the requesting resolution.

But – if you do allow Res 06-02-13 to control Res 03-01-13, then 6-2-13’s Section 2 applies to all the parcels. And that means only AK1674061 benefits and ONLY for the the current year assessment can be removed. The other 3 parcels – all paid – do not get back as much as AK1674061 is benefitting.

I ask that you do not approve this agenda item, do not sign Res 03-01-13. There are still too many errors of language and content in the document.
Meeting 3/12/13 agenda item 4

RESOLUTION 03-01-13 - EXCLUDED FROM THE 2007 ASSESSMENT (CONSERVATION)

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Meeting 3/12/13 agenda item 5

RESOLUTION 04-02-13 - EXCLUDED FROM THE 2012 ASSESSMENT
(NOT FOR CONSERVATION)

AK 2012
9098608 485.34
PD

Not for conservation, and already paid. How much do $ do they get back? What resolution(s) apply in this scenario?
Board members -
Based on the KLWTD staff treatment of public speakers at the last 2 or 3 meetings, perhaps it would be a good idea, and really good customer service, if you Board members actively supervised staff's comments and responses to KLWTD customers, especially while those customers were still at the podium.

As I understand your speaking procedure, 1) speaking at the podium is not a tag team event, and 2) when the speaker is done speaking, it's up to the Board to take the initiative regarding whatever conversation occurs next.

I go to many municipal and county meetings. At none of them has any staff person initiated comments before a Board member has spoken. It is not appropriate for staff to respond to speakers' comments without the Board inviting them to do so. It's not staff's place to start the conversations. When I speak, it's to the Board members or commissioners, not their staffs.

Thank you for your attention to my request.
Sue Heim
A few notes on the Washington DC trip:

First, my eyes were opened to the complicated bureaucratic government we have representing us. I now know why it takes so long for money to flow to necessary projects and why getting influential people on your side to fight the battle is so important.

As knowledgeable guides who moved us along with ease, the lobbyists made it all work. My image of a lobbyist has changed. These are likable, savvy, knowledgeable gentlemen who think on their feet. They earn big bucks but they know how to work Capitol Hill.

Margaret and I went from office to office with our friends from Islamorada and Marathon coming in as a unified dozen "suits" -- besides Margaret and me there was Ted Blackburn (Islamorada vice mayor) and their Lobbyist Jim Davenport, Mike Cinque (Marathon mayor), his City manager Roger Hernstadt (and their lobbyist Rick Marks) and our lobbyist Fred Hicks. Our presence and demeanor might have seemed like the high-powered directors and staff of some big corporation. At least that's how I saw us. We spoke as a team, one person's comments elaborated upon by the next, alternating between lobbyists and managers offering strategic suggestions and the rest putting a face on the rate-payers who carry the burden.

Margaret's blue-covered power point in a binder summarized the problem of building central systems in the three areas -- an unfunded mandate if ever there was one -- and provided a useful primer. The stacks of letters from our rate-payers gave us a chance to show the plight of families just hanging on because of their part of the huge financial burden that was necessary to build the system.

After a hearty breakfast Monday we sat down with two officials from Governor Rick Scott's Washington office. An hour later -- after a cab ride while wrapped in warm clothing for the 17-degree wind chill -- we sat down with Stacey E. Brown, the Civil Deputy Chief of the U.S. Army Corps of Engineers.

By 11:45 we were on Capitol Hill waiting to meet with Senator Marco Rubio. We did not expect him to be there and we were not disappointed. We did sit around a huge table with J.R. Sanchez and Sara Decker, Rubio's Legislative Assistants. Sanchez insisted we call him J.R. but we all doubt we will get much support from Rubio.

After a quick cafeteria lunch we met with Roger Cockrell, a member of the Senate Energy and Water Appropriations Subcommittee. He is a powerful ally but cautioned us not to be overly optimistic.
At 4 p.m. we met with two young assistants with the Office of Management and Budget, under the Executive Office of the President. The meetings ended with another round table discussion with two assistants in Senator Bill Nelson's office followed by a quick around-the-room handshake by the Senator himself as we were about to leave.

Monday evening we all got to know one another much better over dinner.

Early Tuesday we all met at Rep. Joe Garcia's office and are convinced he will go to the wall for us. After a half hour meeting Garcia walked us over to the Capitol steps where a professional photographer took our pictures. We were then escorted on a short tour of the Capitol.

We caught a flight out Tuesday afternoon and Margaret was able to connect to a flight to Tallahassee where she attempted to raise some more money.

I learned more about how Washington works in two days than I did in high school. We have a very professional and effective lobbyist, we made some good friends and we reminded the money people in Washington that we are still here, the mandated sewer has impacted a lot of people and that we are protecting huge tracts of government-owned land including a National Marine Sanctuary, a National Crocodile Refuge, Everglades National Park and several state parks.

I must believe that our message got across. Now we wait.

Steve Gibbs