MINUTES

CALL TO ORDER (A)
Chairman Asdourian called the meeting to order at 4:00 PM.

PLEDGE OF ALLEGIANCE (B)
Mr. Paul Christian led the Pledge of Allegiance.

ROLL CALL (C)
Present were Chairman Asdourian and Commissioners Andrew Tobin, Susan Heim, Robert Majeska and Stephen Gibbs. Also present were General Manager, Peter Rosasco, General Counsel, Nicholas Mulick, District Clerk, Diane Bockelman, and District Managers.

AGENDA ADDITIONS, CORRECTIONS, OR DELETIONS (D)

- Commissioner Heim requested the addition of a discussion on the November 6, 2018 Board Meeting under Commissioner’s Items as M-2.
- Mr. Rosasco requested the addition of two discussion items under General Manager’s Report: 1) Doc’s Diner Thank You Card (F-3), 2) FKWQIP Update (F-4).

Approval of Agenda (D-1)
Motion: Commissioner Gibbs made a motion to approve the agenda as amended, and Commissioner Majeska seconded the motion. The motion passed without objection.

PUBLIC COMMENT (E)
No speakers.

GENERAL MANAGER’S REPORT (F)
August 2018 Monthly Report (F-1)
Jered Primicerio, Plant Operations Manager, presented the wastewater treatment plant section. Mike Dempsey, Field Operations Manager, presented the field operations section. Ryan Dempsey, Maintenance Manager, presented the maintenance section. Steve Suggs, representative from Weiler Engineering, presented the construction section in the absence of the District Engineer. Kevin Becerra, Senior Support Analyst, and Ernesto Milian, IT Manager, presented the IT section. Diane Bockelman, Customer Service Manager, presented the administration and customer service section. Connie Fazio, Senior Finance Manager, presented the finance section.
Legal Counsel Contract (F-2)
Mr. Rosasco presented a revised amended agreement for legal services for the Board's consideration.

Motion: Commissioner Majeska made a motion to approve the amended agreement for legal services and Commissioner Heim seconded the motion.

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

Motion Passed: 4 to 1

Doc's Diner Thank You Card (F-3)
Mr. Rosasco presented a thank you letter to the District from Doc's Diner for staff's prompt response to a potential sewage back-up.

FKWQIP Update (F-4)
Mr. Rosasco provided an update on the funding for the Florida Keys Water Quality Improvement Program (FKQWIP) and shared email updates from Mr. Fred Hicks, the District's Federal Lobbyist.

BUDGET AND FINANCE REPORT (G)
No report.

ADMIN AND CUSTOMER SERVICE REPORT (H)
Code Compliance List – October 2018 (H-1)
Ms. Bockelman informed the Board that the parcel on the District's October Code Compliance list signed a contract with a plumber and will not be turned over to Monroe County Code Compliance at this time.

Reversal of Waiver - AK#1650315 – Vacant Parcel – Holiday Homesites (H-2)
Ms. Bockelman presented a request by the owner of the vacant parcel located at Block 8, Lot 11 in Holiday Homesites, for reversal of waiver and reinstatement of wastewater service. Staff recommended approval of the request.

Motion: Commissioner Gibbs made a motion to approve Staff's recommendation, and Commissioner Majeska seconded the motion.

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

Continuing Database Solutions RFQ (H-3)
Ms. Bockelman and Mr. Rosasco presented an update on the Continuing Database Solutions Request for Qualifications (RFQ) and provided the Board with the ranking scores and cost per module in the three proposals received in response to the RFQ. Chairman Asdourian instructed Mr. Rosasco to enter into negotiations with geex.Online and report back to the Board.

OPERATIONS REPORT (J)
No report.

CONSTRUCTION REPORT (K)
No report.

ENGINEER’S REPORT (L)
Disinfection Basin Repairs and Modification RFP (K-1)
Mr. Suggs gave a presentation on a proposed Disinfection Basin Repairs and Modification project and requested approval to publish a Request for Proposals.

Commissioner Tobin left the meeting at 5:56 PM.

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

Motion: Commissioner Heim made a motion approve the request, and Commissioner Gibbs seconded the motion.

Vote on Motion
Commissioner Heim - Aye
Commissioner Gibbs - Aye
Commissioner Majeska - Aye
Chairman Asdourian - Aye
Motion Passed: 4 to 0

LEGAL REPORT (M)
No report.

COMMISSIONER’S ITEMS (N)
Emails (Commissioner Heim) (M-1)
Item was moved to November 6, 2018 meeting to be discussed immediately following approval of minutes.

November 6, 2018 Board Meeting (Commissioner Heim) (M-2)
Commissioner Heim announced that she will leave the November 6, 2018 Board Meeting early due to Election Day.

ROUNDTABLE DISCUSSION (N)
Unfinished Business (N-1)
None.

ADJOURNMENT (O)
The Meeting was adjourned at 6:11 PM.

David Asdourian, Chairman

Diane Bockelman, Clerk

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

THIS AGREEMENT is entered into between Nicholas W. Mulick, Esq. ("the Attorney"), and the Key Largo Wastewater Treatment District ("the District"). This Agreement is effective as of October 1, 2018, and shall run month-to-month until terminated by either party.

The District agrees to pay the Attorney, and the Attorney agrees to accept, a monthly fee of SIX THOUSAND, FIVE HUNDRED ($6,500.00) DOLLARS, in consideration of which, the Attorney shall provide the following legal services to the District:

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

The Attorney shall be compensated at the rate of $225.00 per hour for time expended on matters outside the scope of this Agreement provided that the Board or General Manager authorizes such additional services in advance.

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the preceding three months. Payment of such charges or expenses shall be due within 30 days after receipt of an invoice. If any part of the charges or expenses is disputed, the District shall promptly pay the Attorney the undisputed amounts and advise the Attorney of any amounts in dispute.

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The Attorney is a public officer and a local government attorney, as those terms are used in §112.313 of the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officers and government attorneys. This is an at-will Agreement. Either party may terminate this agreement upon 30 days' written notice to the other party. In case of termination, the Attorney shall cooperate with District in transferring responsibility for legal issues to a successor attorney selected by the District. The Attorney will return all District documents, records and equipment in the Attorney’s possession to the District, and the District will compensate the Attorney at the rates shown above for all services rendered prior to the effective date of termination.

THE PARTIES' CONTACT INFORMATION IS, AS FOLLOWS:

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<th>Peter Rosasco</th>
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<td><a href="mailto:lisa@mulicklaw.com">lisa@mulicklaw.com</a></td>
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The parties hereby acknowledge and accept the terms of this Agreement by their signatures below.

NICHOLAS W. MULICK, PA                                KEY LARGO WASTEWATER
TREATMENT DISTRICT

By: ____________________________________________    By: ____________________________________________
Nicholas W. Mulick, Esq.                              Peter Rosasco, General Manager
Dated: October ______, 2018                           Dated: October ______, 2018
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BETWEEN
NICHOLAS W. MULICK, ESQ.
AND
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5. Confer with the General Manager pertaining to the conduct of the District's business; and
6. Confer with individual Board members pertaining to the conduct of the District's business.
7. Prepare for and attend all Staff and Board meetings.

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

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NICHOLAS W. MULICK, PA

By: ________________________________
    Nicholas W. Mulick, Esq.

Dated: October __________, 2018

KEY LARGO WASTEWATER TREATMENT DISTRICT

By: ________________________________
    Peter Rosasco, General Manager

Dated: October __________, 2018
A huge thank you to all at the Waste Water Treatment Facility. On Tues. Sept. 18th, Lazy Lagoon Condo Association (Doc's Diner, Boilini Optometry, Keys Diver & Remedies) are located mm 99. We were beginning to experience back ups in all of our bathrooms. After investigating we realized the problem was at the main line. I called KLWWD and within minutes Rudy Perez this team had arrived. He introduced himself, and within a few minutes all toilets were back to normal. They finished a thorough job, cleaned up and remaining odor by the line. Thank you!

We have an amazing community and are grateful to you and how fast you fixed our issue. Great job KLWWD!

Sincerely,
Gina Boilini &

Doc

Doc's Diner
Family owned and operated
305-451-2895
MM 99.7 Bayside - Key Largo • 6 am to 2 pm • 7 days a week
docsdiner.com
September 28, 2018

The Honorable Rickey Dale “RD” James
Assistant Secretary of the Army for Civil Works
Headquarters, US Army Corps of Engineers
441 G. Street, NW
Washington, DC 20314-1000

Dear Secretary James:

We are writing to respectfully request FY19 Environmental Infrastructure funding for the Section 219 Florida Keys Water Quality Improvement Program (FKWQIP) in your FY 2019 Work Plan, so that the Village of Islamorada, City of Marathon and the Key Largo Wastewater Treatment District may stay on track with this successful project.

The FKWQIP provides short and long-term public benefits including employment, and measurable improvements to public and environmental health through the construction of advanced wastewater treatment systems. The replacement of outdated and problematic sewage treatment systems with state of the art central sewer collection and wastewater treatment systems is benefiting both residents and visitors to the Florida Keys and the National Marine Sanctuary ecosystem. Moreover, these projects are being constructed in a sustainable, cost efficient and transparent manner.

FKWQIP local sponsors in the Keys, including the Village of Islamorada, City of Marathon and Key Largo Wastewater Treatment District, have been working cooperatively with the Corps of Engineers since Congress authorized the project in 2000. Collectively, we have received more than $57 million in Corps of Engineers Environmental Infrastructure funding to date. This has provided jobs, stimulated the regional economy, and helped to meet the required FKWQIP water quality standards designed to protect/restore the near shore waters of the Florida Keys National Marine Sanctuary.
The Sanctuary is the flagship marine space in the DOC/NOAA program. Congress established the Sanctuary in 1990 to protect the only living barrier coral reef in the continental U.S. and it remains the world’s third largest coral reef system. Unfortunately, its existence is in serious jeopardy due to the effects of South Florida’s land-based pollutants, primarily wastewater discharge and storm water runoff.

The environmental protections resulting from Federal/State mandates will require that Keys residents pay for water treatment standards that are four times more stringent than most any other location in the nation to protect the Sanctuary and coastal areas that are 95% owned by Federal and State governments.

As the Army Corps of Engineers reviews projects for its FY 2019 Work Plan we ask that you recognize the ongoing success of the FKWQIP thus far and that you give full and fair consideration to our efforts to obtain Environmental Infrastructure funding. With additional funding, we can continue to protect a vital national resource.

Sincerely,

City of Marathon

Key Largo Wastewater Treatment District

Islamorada, Village of Islands

Michelle Coldiron
Mayor

David Asdourian
Chairman

Chris Sante
Mayor
Fwd: FY19 Energy and Water Development Conference Funding
1 message

Peter L. Rosasco <peter@keys CPA.com>
To: Diane Bockelman <diane.bockelman@klwtd.com>

Sincerely,
Peter Rosasco, CPA

Begin forwarded message:

From: "fred b. hicks" <fbhicks@aol.com>
Date: September 10, 2018 at 5:32:59 PM EDT
To: "Peter L. Rosasco" <peter@keys CPA.com>
Subject: FY19 Energy and Water Development Conference Funding

Peter,

Earlier today House and Senate conferees approved the conference report for the FY19 Energy and Water Appropriations bill.

This includes $77,000,000 for Environmental Infrastructure. You will recall that the House funding level for this program was $80,000,000 and the Senate level of $70,000,000.

The $77,000,000 final funding figure is a nice compromise between the two versions.

The House is supposed to take up the conference report later this week. Not sure yet about the Senate and haven't heard from President Trump as to whether he will sign the bill but he likely will.

Bottom line is that there will almost certainly be $77,000,000 for the FKWQIP to compete for during the FY19 cycle.

FYI. We’ll keep you updated as the bill makes it through the final stages before it becomes law.

Thanks.

Fred
Fwd: D.C. Updates
1 message

Peter Rosasco <peter.rosasco@klwtd.com>
To: Diane Bockelman <diane.bockelman@klwtd.com>

Sent from my iPad

Begin forwarded message:

From: "fred b. hicks" <fbhicks@aol.com>
Date: September 24, 2018 at 1:42:15 PM EDT
To: peter.rosasco@klwtd.com
Subject: D.C. Updates

Peter,

Just a quick update. President Trump signed the FY19 Energy and Water Appropriations bill into law this past Friday, September 21. That means that the 60 day clock for the Corps to produce a Work Plan for the funding included in the bill began running on September 21.

If the Corps sticks strictly to the 60 days it would deliver the Work Plan to the Congress the day before Thanksgiving. This seems unlikely, particularly since the Congress does not hold the Corps to a completely strict time-table. But it does tell us to expect the Work Plan some time in late November. This, by the way, is the earliest that the Energy and Water Bill has been signed into law in roughly two decades, so definitely not business as usual.

I have joined with Marks and Davenport in reaching out to Congressman Curbelo and asking that he write to the Corps of Engineers adding his support for our effort to secure FY19 funding. We'll work with his office in getting a letter out ASAP.

In other news, the House will return to session tomorrow after their "District Work Period" of last week with a goal of passing a Continuing Resolution by Friday that will keep the Federal government open a week from today. The betting is that this will be accomplished despite complaints from President Trump concerning too much spending in some accounts and not enough funding for issues such as a border wall. After the House passes the CR no later than Friday they are expected to adjourn pretty much for the rest of the period leading up to November 6 and election day.

FYI.

Thanks.

Fred
Peter L. Rosasco <peter@keyscpa.com>  
To: Diane Bockelman <diane.bockelman@klwtd.com>  

Sincerely,  
Peter Rosasco, CPA  

Begin forwarded message:  

From: "fred b. hicks" <fbhicks@aol.com>  
Date: September 26, 2018 at 2:36:14 PM EDT  
To: "Peter L. Rosasco" <peter@keyscpa.com>  
Subject: Congressman Curbelo Agrees to Lead FY19 House Funding Effort  

Peter,  

It will hardly be a surprise to you but I did want to confirm that Congressman Curbelo has agreed to lead the House of Representatives effort to help secure FY19 Corps Environmental Infrastructure Funding for the FKWQIP. We have provided his staff with a draft letter from which to work off of. This letter should be ready for his signature in the near future and in plenty of time for it to be transmitted to the Assistant Secretary of the Army for Civil Works.  

Hope and trust that the folks from Islamorada delivered to you the suggested draft letter that we put together up here intended to be signed by the three local sponsors and also sent to the Assistant Secretary of the Army for Civil Works. The third week of November will be here before we know it so it's helpful if these two letters can be sent in the near future.  

Thanks.  

Fred
Fwd: Letter to Sec. James - Florida Keys Water Quality Improvement Program
1 message

Peter L. Rosasco <peter@keyscpa.com>  
To: Diane Bockelman <diane.bockelman@klwd.com>  

Sincerely,  
Peter Rosasco, CPA

Begin forwarded message:

From: "fred b. hicks" <fbhicks@aol.com>  
Date: September 28, 2018 at 11:24:40 AM EDT  
To: "Peter L. Rosasco" <peter@keyscpa.com>  
Subject: Fwd: Letter to Sec. James - Florida Keys Water Quality Improvement Program

Peter,

The signed letter looks great from all three of you local sponsors. A copy has already been shared with Congressman Curbelo and with both Senators.

BTW, Senator Nelson has agreed to write a letter of support for the FKWQIP and to send it to the Army Corps. Senator Rubio will include our FY19 funding request in his master letter to the Army Corps. So clicking on all the cylinders at the moment.

Thanks and FYI.

Fred

2 attachments

2018-09-28_FKWQIP_FY19_Funding_Request.pdf  
130K

ATT00001..htm  
1K
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Nicholas W. Mulick, Esq.
Dated: October 2nd, 2018

Peter Rosasco, General Manager
Dated: October 2nd, 2018
RESOLUTION NO. 15-10-18

A RESOLUTION OF THE BOARD OF COMMISSIONERS
APPROVING THE REQUEST OF RENE HORACIO CASTILLO
FOR THE REINSTATEMENT OF ASSESSMENT OF ONE TAX
PARCEL TO THE 2008 NON-AD VALOREM WASTEWATER
ASSESSMENT ROLL; AND PROVIDING FOR APPLICABILITY
AND AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District ("the District") assessed the
parcel listed below in Section 1 ("the Subject Tax Parcel") via Resolution No. 12-06-08,
dated June 17, 2008; and

WHEREAS, in accordance with Section 10.6(a)(iv) of the District’s General Rules and
Regulations, the District is authorized to remove from its Non-Ad Valorem wastewater
assessment roll those tax parcels which do not receive an annual Ad Valorem tax bill, and
credit to the tax parcel all prior Non-Ad Valorem wastewater assessment payments; and

WHEREAS, the District adopted Resolution No. 07-03-14 removing the Subject Tax
Parcel from the District’s 2008 Non-Ad Valorem Wastewater Assessment Roll, which was
recorded in the Office of the Circuit Court of Monroe County, in Official Records Book
2703, at Pages 1479-1481 on September 18, 2014; and

WHEREAS, in accordance with Section 10.6(b) of the District’s General Rules and
Regulations, the Subject Tax Parcel owner was notified that if he later desired wastewater
service to the parcel, he must pay the full direct and indirect District costs of providing the
same ("the System Development Charge" or "SDC"); and

WHEREAS, the current owner of the Subject Tax Parcel, Rene Horacio Castillo, has
requested that it be restored to the Non-Ad Valorem wastewater assessment roll, and agreed
to pay the SDC; and

WHEREAS, the District hereby approves the request of the current parcel owner, Rene
Horacio Castillo, to reverse the waiver.

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

Section 1.
PARCEL ID: 00531120-000000
AK NO.: 1650315
PARCEL DESCRIPTION: BK 8 LT 11 HOLIDAY HOMESITES PB2-168 KEY LARGO
OR29-407 OR97-255 OR792-362 OR841-163 OR924-2293
OR1407-472/73
Section 2. Resolution No. 12-06-08, dated June 17, 2008 is hereby amended to include the Subject Tax Parcel.

Section 3. The owner shall pay the SDC in the amount of $6,125.00 plus an administrative fee of $200.00, for a total of $6,325.00. This amount is due and payable in full on the effective date of this Resolution.

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

Section 5. AUTHORIZATION OF DISTRICT OFFICIALS. The General Manager and/or his designee(s) are authorized to take all actions necessary to implement the terms and conditions of this Resolution.

RESOLVED AND ADOPTED THIS 2nd DAY OF OCTOBER 2018.

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

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<tr>
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<th>AYE</th>
<th>NAY</th>
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The Chairman thereupon declared this Resolution duly passed and adopted this 2nd day of October 2018.

KEY LARGO WASTEWATER TREATMENT DISTRICT

David Asdourian, Chairman

ATTEST:

Diane Bockelman, District Clerk

Approved to as to form and legal sufficiency:

By: Nicholas W. Mulick, General Counsel

SEAL

[Key Largo Wastewater Treatment District Seal]