

July 20<sup>th</sup>

2005

**KEY LARGO WASTEWATER TREATMENT DISTRICT BOARD OF  
COMMISSIONERS SPECIAL CALL MEETING**

**AGENDA**



**Wednesday, July 20, 2005 at 5:00 PM  
98880 Overseas Hwy  
Key Largo, FL**

**Charles Brooks  
Gary Bauman  
Andrew Tobin  
Glenn Patton  
Claude Bullock**

**Chairman  
Vice Chairman  
Secretary-Treasure  
Commissioner  
Commissioner**

.....  
**Charles F. Fishburn  
Thomas Dillon  
Carol Walker**

**General Manager  
District Counsel  
Board Clerk**

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 Board Clerk at 305-451-5105 at least 48 hours in advance to request accommodations.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. APPROVAL OF AGENDA WITH ANY ADDITIONS OR DELETIONS**

**E. PUBLIC COMMENT**

**F. COMMISSIONERS ROUND TABLE**

**G. COMMISSIONER ITEMS**

## **H. ACTION ITEMS**

- |   |              |
|---|--------------|
| 1. Minutes of July 6, 2005  | <b>TAB 1</b> |
| 2. Pending Payments List  | <b>TAB 2</b> |
| 3. Auditor Request For Proposals  | <b>TAB 3</b> |
| 4. Financial Advisor Contract   | <b>TAB 4</b> |
| 5. Haskell deductive Change Order No.7 (Fluidyne direct purchase)   | <b>TAB 5</b> |
| 6. Haskell deductive Change Order No. 8 (Airvac direct purchase)  | <b>TAB 6</b> |
| 7. Rule Change Log #4<br>Article IX Fees and Charges<br>Section <u>9.01 System Development Fee (SDC) (15)</u> | <b>TAB 7</b> |
| 8. Rule Change Log #5<br>Article IX Fees and Charges<br>Section 9.04 Monthly Customer Fees                    | <b>TAB 8</b> |
| 9. CPH Work Authorization, Sexton Cove Transmission Lines   | <b>TAB 9</b> |

## **I. DISCUSSION ITEMS**

## **J. STATUS REPORTS**

- |   |               |
|---|---------------|
| 10. Verbal Status Report from Ed Castle | <b>TAB 10</b> |
|---|---------------|

## **ITEMS OF ONGOING CONCERN**

1. Procedures
2. Agency Coordination

## **K. ADJOURNMENT**

# TAB 1

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. /

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

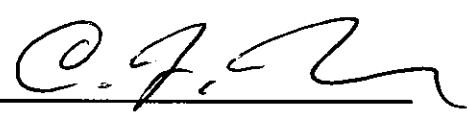
☐ Other:

**SUBJECT:** Minutes of July 6, 2005 Board Meetings

**RECOMMENDED MOTION/ACTION:** Approval of minutes with any needed additions, deletions or corrections.

**Approved by General Manager**

**Date:** 7-15-05



<b>Originating Department:</b> Board Clerk	Costs: Approximately \$0 Funding Source: Acct. #	<b>Attachments:</b> Minutes of 7.6.05 meeting
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <u>JD</u> <input checked="" type="checkbox"/> General Manager <u>C.F.Z</u> <input type="checkbox"/> Finance _____	<input checked="" type="checkbox"/> Engineering <u>EP</u> <input checked="" type="checkbox"/> Clerk <u>ES</u>	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

**Summary Explanation/Background:**

**Resulting Board Action:**

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

**MINUTES**  
**Key Largo Wastewater Treatment District (KLWTD)**  
**Board of Commisisoners Meeting**



July 6, 2005  
98880 Overseas Hwy, Key Largo, FL

The KLWTD Board of Commissioners met for a regular meeting on July 6, 2005 at 5:07 PM. Present were Chairman Charles Brooks, Commissioners, Glenn Patton, Gary Bauman, Andrew Tobin and Claude Bullock. Also present were General Manager Charles Fishburn, District Counsel Thomas Dillon, Board Clerk Carol Walker, and all other appropriate District staff.

Chairman Brooks led the Pledge of Allegiance.

**ADDITIONS/DELETIONS TO THE AGENDA.**

The following changes were made to the agenda: Commissioner Bauman requested that the Commissioner Item on Parliamentary Procedures be removed and placed on the next agenda. General Manager Charles Fishburn requested that the revised and amended Interlocal Agreement be placed on the agenda as an Action Item.

**Motion: Commissioner Tobin made a motion to approve the agenda as amended. The motion was seconded by Commissioner Bullock.**

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin	X		
Chairman Charles Brooks		X	

Motion passed 5 to 0

**PUBLIC COMMENT:** The following persons addressed the Commission: Veronica Cruz, 325 Calusa representing Calusa Camp Ground wanted to know how the District was going to connect Calusa. General Manager Charles Fishburn explained that that the District could come up to the gate and connect to Calusa. Calusa would have to have an upgraded system. Or, the District could come into Calusa install the system and maintain it. Ms. Cruz asked for a list of contractors that are approved to do the connections. Mr. Fishburn stated that the District does not have a list of approved contractors.

Robert Burt, Key Largo Trailer Village, expressed concern over the use of Candy Canes on each property because about one third of the properties will not have enough clearance. Ed Castle explained that there are other options available to the property owners that do not have the clearance required by the Candy Cane vent. Mr. Castle also stated that he recommends that the District set up a policy to do concurrent inspections.

Mr. Burt also asked if there will be a requirement for a stop valve. Mr. Castle said that it is a County requirement. Airvac also recommends that the stop valve be installed upstream of the Candy Cane vent.

Mr. Burt requested permission to use the fill located on Buttonwood to fill in the parking lot in the boat ramp area of the Key Largo Trailer Village. He then thanked the Board for the outstanding job that the contractor is doing. Mr. Burt then pointed out that the District has run a sewer line to a boat business at the entrance to the KLTV.

#### **COMMISSIONER'S ROUNDTABLE**

No comments

#### **COMMISSIONER'S ITEMS**

No items

#### **ACTION ITEMS**

*Approval of Minutes of June 8 and June 22, 2005*

**Motion: Commissioner Patton made a motion to approve the minutes of the June 8 and June 22, 2005 meetings. The motion was seconded by Commissioner Bullock.**

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		

Commissioner Andrew Tobin	X		
Chairman Charles Brooks	X		

Motion passed 5 to 0

*Pending Payments List*

**Motion:** Commissioner Tobin made a motion to approve the pending payments list for July 6, 2005. The motion was seconded by Commissioner Bauman.

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin	X		
Chairman Charles Brooks	X		

Motion passed 5 to 0

*Revised and amended Interlocal Agreement for Twenty Million Dollars.*

District Counsel Thomas Dillon explained that the amendment clarifies that the funds that the County will be using to provide KLWTD with \$20,000,000 will not be coming from the old County Infrastructure Bond funds but partly from surplus funds and a possible future bond issue. There should not be any past County bonding costs deducted from the funds available to the District. Also, there was a typo on page B3 that says Authority Engineer instead of District Engineer that will be corrected.

Commissioner Patton thanked BOCC Commissioner Murray Nelson for working so well with the KLWTD in supporting the Inter-Local Agreement. He also thanked Chairman Brooks for his work in spear heading the issue.

Commissioner Nelson stated that the agreement with the District was based on the District's performance with the previous \$12,000,000 that was received from the County to do wastewater in the Key Largo Trailer Village and the Key Largo Park. It is also a key element of the agreement with the State of Florida that was challenged by the Environmental Groups. There is a high level of cooperation and trust between the District and the BOCC.



**Motion:**        **Commissioner Bullock made a motion to approve the Amendment to the Inter-local for \$20,000,000. The motion was seconded by Commissioner Tobin.**

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin	X		
Chairman Charles Brooks	X		

Motion passed 5 to 0

## **DISCUSSION ITEMS**

### *System Development Charges*

General Manager Charles Fishburn explained that the Staff agrees with the conclusions of PRMG. Mr. Fishburn encouraged the Board to accept the recommendations in the PRMG report that has been summarized in the Rules and Regulations Form found in the agenda package.

Mr. Fishburn explained that the SDC has been broke into three different components: one is \$1,700 for the Wastewater Treatment Plant, one is \$1,000 for the Transmission Line, and one is 2,070 for the connection cost which totals, \$4,770. The real cost of the SDC is between \$12,000 and \$15,000.

Tony Hairston of PRMG gave an edited presentation of the presentation that he gave the Board at the May 4, 2005 meeting, for the public.

### **Questions from the public:**

Is the rate that is currently being discussed going to be for the entire island of Key Largo or for the Key Largo Trailer Village only?

*The District will attempt to kept SDC and the monthly charges at the same level for the entire Island, subject to inflation. However, it is not possible to know what factors may affect the rates in the future.*

Why is the rate for the average user higher than most other areas of the Keys?

*The rates are comparable to Baypoint. They are not as low as Key West because Key West has an established system already.*

Is there any discount for irrigation water?

*That is the reason that there is a cap on usage. Normal irrigation was factored into the charges.*

Has the Board decided how they are going to do the connections to condominiums that have viable package plants?

*District Counsel Thomas Dillon stated that a County Ordinance gives the District two options. One would be to make the connections at the streets in the public right-of-way. The other would be if suitable temporary and permanent easements were made available, then a collection system could be put in and maintained by the District like any other neighborhood. In the absence of agreement between the District and the condominium association, the connection would be in the public right-of-way.*

Is the District taking into consideration that more grants may be available in the future.

If there is a surplus of funding because of grants, will it be used for refunds?

*Commissioner Patton said that he sees that less grants in the future. But if there is a surplus it would be refunded to the customers.*

Is there funding being put in place to replace the equipment in the future.

*The financial projections include repair and replacement reserves to maintain and replace the equipment in the future.*

Jerry Wilkinson, Tavernier, FL

Mr. Wilkinson stated that stated that the amount the Board is currently considering is far from an affordable wastewater system. He views it as a betrayal of the promise made to the low-income people. Mr. Wilkinson also feels that there will be problem trying to hook up everyone within thirty days. He is disappointed in the System Development charge. The District should be charging less than Conch Key.

Mr. Fishburn pointed out that Conch Key is going to an existing treatment plant which is an advantage.

Mr. Hairston stated that the funding document is based on the conclusion that the District will receive 60% grant funding.

BOCC Commissioner Murray Nelson congratulated the Board on what they have accomplished in the last two years. There probably will not be any more grants coming from the County. He also doubts that there will be much State funding in the next year for wastewater, and the promised Federal monies have not materialized. He stated that the County would like to have equity on County funded projects. Commissioner Nelson explained that any future grant funding will be to support future projects not to refund money to the customers. The County Commission will support the KLWTD Board, which is autonomous and will be making the decisions on rates and connections fees. The County would like to keep the rates similar among various communities, but they realize each one will be different. The agreement with the State is that the local match is 60% and the State match is 40%. Commissioner Nelson stated that the connection fee and monthly rate that the Board is currently considering (\$4770 connection fee and \$45 a

month usage) is a reasonable amount and meets the intent of the BOCC on future wastewater projects.

Commissioner Patton stated that the District needs public support. The District needs another \$50 million in grant monies and the public support is very important.

General Manager Charles Fishburn asked the KLWTD Board if he could have a consensus as to the acceptance of the \$4770 connection charge.

Commissioner Patton stated that he supports the \$4770 charge and thinks that the cost to commercial is equitable.

Commissioner Tobin stated that he is going to support it tonight on a preliminary basis with the understanding that he still has not made up his mind.

Commissioner Bullock stated that he can support the \$4770 tonight but he feels that it is low. The Board needs to have the right number in the beginning so that there is no increases later on.

Commissioner Bauman does not support the fee. He stated that he will not support any additional construction without at least 50 percent grant funding. Since there may not be any more projects he would like to see the entire grant funding put toward the cost of the current project.

Chairman Brooks asked each of the Staff and Tony Hairston if they approved of the \$4770 amount. They said that they did. Chairman Brooks then asked each Staff member if they had diligently reviewed the \$4770 amount. They all agreed with the amount. Chairman Brooks stated that he is committed to moving forward with the \$4770 amount.

**Motion: Commissioner Patton made a motion to place the Rules and Regulation Log Changes No. 4 and No. 5 on the July 20, 2005 agenda for action. Commissioner Bullock seconded the motion.**

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin		X	
Chairman Charles Brooks	X		

Motion passed 4 to 1

*Wastewater Rates*

General Manager Charles Fishburn presented the monthly rate charges. The monthly base charge will be \$33.60.

Mr. Fishburn pointed out that 55% of the residences on the Island of Key Largo use less than 2000 gallons of water a month.

Chairman Brooks asked Mr. Hairston if the \$4770 connect fee and the base fee of \$33.60 was a prudent figure and did it give the District a profit. Mr. Hairston stated that he thought that it was a prudent figure and it did not give the District a profit.

**ADJOURNMENT**

After a motion to adjourn by Commissioner Patton and not seconded, Chairman Brooks adjourned the meeting at 8:46 PM.

The KLWTD meeting minutes of July 6, 2005 were approved on July 20, 2005.

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Chairman Charles Brooks

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Carol Simpkins, CMC  
Board Clerk

# TAB 2

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**


Meeting Date: July 20, 2005

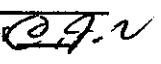


Agenda Item No. 2

- |   |   |
|---|---|
| <p><input type="checkbox"/> PUBLIC HEARING</p> <p><input type="checkbox"/> DISCUSSION</p> <p><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM</p> <p><input type="checkbox"/> STATUS REPORT</p> | <p><input type="checkbox"/> RESOLUTION</p> <p><input type="checkbox"/> BID/RFP AWARD</p> <p><input type="checkbox"/> CONSENT AGENDA</p> |
|---|---|

**SUBJECT:** Pending Payments List for July 20, 2005

**RECOMMENDED MOTION/ACTION:** Motion to approve pending payments list for July 20, 2005 contingent upon available funds.

Approved by General Manager   
Date: 7-14-05

<b>Originating Department:</b> Finance	Costs:  Funding Source:  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <u></u> <input checked="" type="checkbox"/> Finance <u></u>	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk <u></u>	<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:**

**Key Largo Wastewater Treatment District**

**Payments Pending 07/20/05**

Prepared 07/14/05

**CONSOLIDATED CASH BALANCE FORWARD**

**\$ 1,248,556.01**

**Administration & Operations**

Cash Balance A&O Account Forward \$ 148,309.29

Plus: Truck Tag Refund 157.25

Less: Federal Express - Deliveries 12.69

Monroe Count - Truck Tags 14.60

Debi's Permit Service - Clerk Services 48.00

Key Largo Chamber - Prorated Dues 77.00

Richard Vidrine - Office Shelves, etc. 561.08

The Reporter - Legal Advertising 293.84

Miami Herald - Auditor RFP 711.45

BellSouth - Old Office Phone 113.61

FKEC - Old Office Electric 88.00

Keys Sanitary - Trash (June/July) 49.12

Chris Sante - Rent (June) & Electric 2,515.45

Chris Sante - Rent (July) 2,450.00

Board Compensation - June 3,900.00

Staff Salaries - June 12,368.37

Payroll Benefits - FICA & Medicare 1,258.92

Sub-total Invoices 24,462.13

**\$ (24,304.88)**

Cash Balance A&O Account If All Paid \$ 124,004.41

Memo: MSTU Draw #10 Submitted 6/2/05 \$78,534

**Key Largo Park**

Cash Balance KLP Account Forward \$ (225,787.28)

Plus: Monroe County 12,858.73

Less: Eyecatchers Signs - Construction Site Sign 692.45

Staff Salaries (incl. benefits) - June 2,085.78

Sub-total Invoices 2,778.23

**10,080.50**

Cash Balance KLP Account If All Paid \$ (215,706.78)

Memo: MC 148 Final Draw Submitted 2/23/05 \$13,029

**Key Largo Trailer Village**

Cash Balance KLTV Account Forward \$ 1,326,034.00

Plus: No Receipts

Less: Fluidyne - ISAM System, excl. control panel 472,692.80

Staff Salaries (incl. benefits) - June 8,768.38

Sub-total Invoices 481,461.18

**(481,461.18)**

Cash Balance KLTV Account If All Paid \$ 844,572.82

**North Key Largo Development**

Cash Balance NKLD Account Forward (4,103.00)

Less: Staff Salaries (incl. benefits) - June 2,473.22

**(2,473.22)**

Cash Balance NKLD Account If All Paid (6,576.22)

**CONSOLIDATED CASH BALANCE IF ALL PAID**

**\$ 750,397.23**

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary



# TAB 3

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 3

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ STATUS REPORT

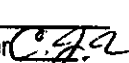

**SUBJECT:** Auditor Request For Proposals

**RECOMMENDED MOTION/ACTION:** Authorization for the Finance Officer to initiate contract negotiations with Grau & Company to provide professional auditing services to the District for FY 2005, with 4 annual renewal options at the District's sole discretion.

Approved by General Manager

Date: 7-14-05



<b>Originating Department:</b> Finance	Costs: Not to exceed \$15,000 for FY 2005 Funding Source: MSTU  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input checked="" type="checkbox"/> Finance 	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk <u>J. W.</u>	<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The District received two responses to its RFP. Grau & Company is being recommended by staff based upon a technical evaluation of the two respondents. However, this firm's all-inclusive dollar cost bid was substantially higher than the other respondent, Harvey, Branker & Associates. Authorization is therefore requested to negotiate a lower fee with Grau before considering Harvey, Branker.

**Key Largo Wastewater Treatment District**

**SUMMARY OF AUDITOR RFP SOLICITATIONS & RESPONSES**

<b><u>Firms Solicited:</u></b>	<b><u>Pre-Qualification Response</u></b>	<b><u>Advertising Response</u></b>	<b><u>Package Provided</u></b>	<b><u>RFP Submitted</u></b>
Grau & Company	X		X	X
Harvey, Branker & Associates	X		X	X
Rachlin, Cohen & Holtz (2)	X		X	
Caballero & Cascellano		X	X	
RJM Systems Group, Inc.		X	X	
Keefe, McCullough & Co. (1)			X	
Catarineau & Catarineau			X	
Pricewaterhouse Coopers LLP				
KPMG				
Cherry, Bekaert & Holland (3)				
Ernst & Young				
Urbach, Kahn & Werlin				
McGladry & Pullen				

(1) Islamorada

(2) Marathon

(3) Key West

**Key largo Wastewater Treatment District**  
**EVALUATION OF PROPOSALS TO PROVIDE**  
**PROFESSIONAL AUDITING SERVICES**

Prepared 07/09/05

	<b>Harvey, Branker &amp; Associates</b>	<b>Grau &amp; Company</b>
<b>General Information:</b>		
Location	Hollywood, FL	Boca Raton, FL
Total Staff	15	36
Managers	1	12
Supervisors	1	8
Total Clients	62	1,000
Municipal	5	17
Special District	2	112
Monroe County	2	0
<b>Mandatory Elements: (no points)</b>		
Independent & Licensed	Yes	Yes
Continuing Staff Education	Adequate	Very Adequate
Conflict of Interest	None	None
External Q.C. Audit	Unqualified Opinion	Unqualified Opinion
Desk Reviews / Lawsuits	None	None
Adherence To RFP Instructions	Adequate	Yes
<b>Mandatory Criteria Met</b>	<b>Yes</b>	<b>Yes</b>
<b>Technical Qualifications:</b>		
Past experience and performance on comparable government engagements (20 max.)	15 (Limited client base experience)	19 (Broad experience, special districts)
Quality of personnel to be assigned to the engagement (20 max.)	16 (3-5 years tenure some assigned staff)	18 (Over 5 yrs. tenure all assigned staff)
Adequacy of proposed staffing plan (10 max.)	10 (5 team members)	9 (4 team members)
Adequacy of sampling techniques	10	10
Adequacy of analytical procedures	10	10
<b>Total Technical Points (70 max.)</b>	<b>61</b>	<b>66</b>

  
 Martin D. Waits, Finance Officer

**Key Largo Wastewater Treatment District**

**SEALED DOLLAR COST BID SUMMARY**

	<b>Harvey, Branker &amp; Associates</b>			<b>Grau &amp; Company</b>		
	<b>Hours</b>	<b>Rate</b>	<b>Total</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Partners	10	\$150	\$1,500	28	\$225	\$6,300
Managers	20	\$120	2,400	41	\$160	6,560
Supervisors	40	\$90	3,600	42	\$110	4,620
Staff	60	\$75	4,500	28	\$90	2,520
Administration	5	\$50	250			
	135		\$12,250	139		\$20,000
Deduction amount if single audit is not required			-\$2,500			-\$3,000

## APPENDIX D

### PROPOSER GENERAL INFORMATION AND REFERENCES

#### General Information:

Firm Name Harvey, Branker & Associates  
Street Address 3816 Hollywood Boulevard Suite 203  
City, State, Zip Hollywood, Florida 33021  
Contact Name Roderick Harvey FAX (954) 962-7747  
Telephone (954) 966-4435 E-mail rharvey@harveybranker.com

#### Firm Information:

Nearest Office 3816 Hollywood Boulevard, Hollywood, Florida 33021-Ste 203  
Total Staff 15 Managers 1 Supervisors 1  
Total Clients 62 Municipal 5 Special District 2

#### Client Information: (will not be contacted)

Three Large Clients City of Lauderdale Lakes  
Indian Trail Improvement District  
Movers  
Three Small Clients 100 Black Men of Greater South Florida  
Church of Brotherly Love Kings Table Corp.  
O'Farrill Learning Center  
Monroe County Clients Monroe County School Readiness Coalition  
Monroe County Housing Finance Authority

#### References: (may be contacted)

Monroe County School Readiness Coalition  
Contact: Jim Olney Phone: (305)292-7150  
Monroe County Housing Finance Authority  
Contact: J Manuel Castillo Phone: (305)292-1221  
Indian Trail Improvement District  
Contact: Mireya McIlveen Phone: (561)793-0874

#### Prepared By:

Roderick Harvey, CPA  
(Signature)

Roderick Harvey, CPA  
(Print Signature)

Owner  
(Title)

Date: July 5, 2005

## APPENDIX D

### PROPOSER GENERAL INFORMATION AND REFERENCES

#### General Information:

Firm Name Grau & Company  
Street Address 2700 North Military Trail, Suite 350  
City, State, Zip Boca Raton, Florida 33431  
Contact Name Antonio Grau, Jr. FAX (561) 995-5823  
Telephone (561) 994-9299 E-mail tony@graucpa.com

#### Firm Information:

Nearest Office Boca Raton, Florida  
Total Staff 36 Managers 12 Supervisors 8  
Total Clients 1000 Municipal 17 Special District 112

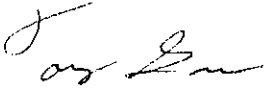
#### Client Information: (will not be contacted)

Three Large Clients Broward County School District  
Town of Davie  
City of North Lauderdale  
Three Small Clients Town of Hypoluxo  
Pinetree Water Control District  
Aid to Victims of Domestic Assault  
Monroe County Clients None

#### References: (may be contacted)

East Central Regional Wastewater Treatment Facility  
Contact: Lynn Greene Phone: (561) 822-1310  
Grand Haven Community Development District  
Contact: Jim Ward Phone: (954) 658-4900  
Waterlefe Community Development District  
Contact: Stacey Thomas Phone: (813) 933-5571

#### Prepared By:

  
\_\_\_\_\_  
(Signature)  
Partner  
(Title)  
Antonio Grau, Jr.  
(Print Signature)  
Date: July 6, 2005

# TAB 4



KEY LARGO WASTEWATER TREATMENT DISTRICT  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 4

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

**SUBJECT:** Financial Advisor Contract with RBC Dain Rauscher.

**RECOMMENDED MOTION/ACTION:** Approval

Approved by General Manager

Date: 7-15-05

<b>Originating Department:</b> Legal	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Contract will be provided to Board as soon as received.
<b>Department Review:</b> <input type="checkbox"/> District Counsel <u>10</u> <input type="checkbox"/> General Manager _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk <u>ES</u>	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Financial Advisor Contract has been negotiated and revised to meet the requirements of Staff and Board direction. Staff recommends Board approval of this contract.

**Resulting Board Action:**

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



**RBC  
Dain Rauscher**

Suite 670  
600 Corporate Drive  
Fort Lauderdale, FL 33334  
(954) 489-5068  
(954) 489-5070 Fax

July 12, 2005

Mr. Charles Brooks  
Chairman, Key Largo Wastewater Treatment District  
P.O. Box 491  
Key Largo, FL 33037-0491

RE: Financial Advisory Agreement

Dear Mr. Brooks:

1. **Retention of RBC Dain.** The Key Largo Wastewater Treatment District ("District") is seeking a firm to provide the District with financial advice since the District will have under consideration from time to time the authorization and issuance of debt obligations ("Obligations"). Additionally, the District may need general financial advice. The District hereby agrees to retain RBC Dain Rauscher Inc. as its financial advisor in accordance with the terms of this financial advisory agreement ("Agreement"). This Agreement shall apply to all Obligations that may be authorized and issued or created during the period in which this Agreement is effective.
2. **Scope of Services.** As financial advisor for the District, RBC Dain Rauscher agrees to perform the following:
  - A. Become familiar with the fiscal resources, financial capacity and capital needs of the District including its operating procedures, its policies and its relationship to funding sources.
  - B. Advise and assist the District with its:
    - a. Capital Improvement Program
    - b. Debt Management Plan
    - c. Investment Policy
    - d. Other finance related policies
  - C. Provide analytical services including debt service models related to utility construction projects.
  - D. Along with the District's Utility Consultants, assist in formulating a capital improvement plan for the District incorporating the various revenue streams available to the District including:
    1. Wastewater System Charges
    2. Assessments
    3. System Connection Charges
    4. Grants



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5. Other Funding Sources

- E. Advise the District if a refunding or advance refunding of its outstanding Obligations will provide a benefit to the District.
- F. Advise the District on the best method for selling or placing its Obligations including:
  - 1. State Revolving Fund
  - 2. Public Sale of Bonds
  - 3. Private Placement of Bonds
  - 4. Bank Loan
- G. If requested, assist the District in selecting parties to a financing, such as bond counsel, disclosure counsel, underwriters, banks and paying agents.
- H. Develop a timetable for the District's financing(s).
- I. Coordinate the parties to the financing(s).
- J. Advise the District on the structure of your proposed financing(s) including security provisions, such as pledged revenues, reserve funds, and covenants to enhance the marketability of the issue(s).
- K. Assist in the review and preparation of the documents necessary to issue any bonds, including the Preliminary and Final Official Statements.
- L. Assist in sizing the financing to account for the construction costs outlined in the District's capital improvement plan.
- M. Monitor rating agency actions for the District, especially those related to wastewater and Florida finance. If economically advantageous and appropriate for the type of financing, assist the District in obtaining a rating and/or bond insurance for your financing(s). This includes providing information on the criteria used to analyze the rating of the bond issue and assisting in the rating agency presentations.
- N. On an ongoing basis, generally inform the District about the financial markets.
- O. If the District sells bonds on either a competitive or negotiated sale basis, depending upon the method of sale selected, assist the District in taking the steps necessary to effectuate the sale.
- P. Advise the District on the optimal time(s) to place or sell your Obligations, taking into account:
  - 1. Present interest rate levels and possible trends.
  - 2. The availability of money.
  - 3. An analysis of which institutions are participating in the market.



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4. The appropriate type of investor in a financing.
  5. The desirability of financing terms.
  6. The price and timing of comparable or competing issues.
  7. Economic news releases.
- Q. Assist in scheduling the closing of Obligations to correspond with the District's capital needs and to maximize market acceptance.
- R. For issues placed with the State Revolving Fund, local banks or other institutions, on behalf of the District, assist in negotiating the terms and conditions of the placement.
- S. Provide the District with debt service schedules following the closing.
- T. If requested, advise the District on any required secondary market disclosure.
- U. Assist the District with the investment of District funds.
- V. Assist in the closing by coordinating all parties and assuring that each function is being completed in a timely fashion.
- W. Provide other finance related services within our areas of expertise which the District requests.
3. **Information to be Provided to RBC Dain Rauscher.** The District agrees (upon request) to provide or cause to be provided to us information relating to the District, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a form reasonably satisfactory to us) from appropriate District representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the Issuer. The District acknowledges that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf.
4. **Official Statement.** If bonds are issued, you acknowledge that you are responsible for the contents of any Preliminary Official Statement and Official Statement and are subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon omission or alleged omission to state in the disclosure document a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.



# RBC Dain Rauscher

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5. **Fees and Expenses.** In connection with the services provided to the District by RBC Dain Rauscher, you agree that our hourly fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf. These fees and expenses will be due and payable when presented to the District. RBC Dain Rauscher agrees that the expenses charged to the District will not exceed the rates in Section 112.061, Florida Statutes, as amended.
6. **Investment of Funds.** If the District directs RBC Dain Rauscher to invest funds for the District, RBC Dain Rauscher will negotiate and be entitled to a customary and reasonable fee for such investment services. The investment of funds is not covered by the hourly fee schedule and will be charged on a per transaction basis.
7. **Term of Agreement.** This term of this Agreement shall be from three (3) years from the date hereof, however, this Agreement may be terminated by either party upon 30 days written notice. If neither party provides written termination prior to the end of the Term, this Agreement will automatically renew for one year terms until terminated. Paragraph 5 (insofar as it concerns reimbursable expenses) survives any termination of this Agreement.
8. **Personnel and Conflict of Interest.** The parties anticipate that the bulk of the advisory services will be provided by Warren N. "Nate" Eckloff, Managing Director, and Julie A. Turner, Principal. If RBC Dain Rauscher intends to replace these persons, it shall provide reasonable notice to the District, including information sufficient to allow the District to determine whether the replacement personnel are satisfactory to the District. This Agreement is entered into with the understanding that RBC Dain Rauscher has no conflict of interest with any party associated with the District's proposed financing. In the event a potential conflict of interest should arise, RBC Dain Rauscher will immediately advise the District of the nature of the potential conflict of interest and all facts necessary for the District to determine whether the potential conflict of interest is a matter affecting the decision to continue using the services of RBC Dain Rauscher. Further, RBC Dain Rauscher agrees that its officers and employees involved in this engagement recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
9. **Invoices.** RBC Dain Rauscher will invoice the District on a monthly basis for services performed in the preceding month. All invoices will be supported by narrative time sheets listing, with respect to each block of time: the name of the person providing the services; a brief description of the services provided; if the services consist of a meeting or phone call, the names of the other participants; the time spent, rounded up to the nearest 0.1 hour.



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10. **Documents.** RBC Dain Rauscher will provide copies of documents it generates in the course of providing services to the District promptly upon the District's request.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the District in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
13. **Non-Discrimination.** RBC Dain Rauscher agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. RBC Dain Rauscher agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, §§ 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; (9) The Monroe County Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130), as may be amended from time to time, relating to nondiscrimination; and (10) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.
14. **Cooperation.** In the event any administrative or legal proceeding is instituted against the District relating to the formation, execution, performance, or breach of this Agreement, the RBC Dain Rauscher agrees to participate, to the extent required by the District, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this



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Agreement or provision of the services under this Agreement. No party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

15. **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the District in his or her individual capacity, and no member, officer, agent or employee of the District shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
16. **Insurance.** During the term of this Agreement, RBC Dain Rauscher will carry and maintain in full force and effect the following insurance coverages.
  - A. Commercial General Liability coverage with no less than the following limits of liability:
    1. Single Limit Bodily Injury & Property Damage Each Occurrence: \$1,000,000
    2. Annual Aggregate: \$1,000,000
    3. Personal Injury, Annual Aggregate: \$1,000,000
  - B. Comprehensive Automobile Liability  
Single Limit Bodily Injury & Property Damage Each Occurrence \$1,000,000  
Coverage shall include owned, hired, and/or non-owned vehicles.
  - C. The District must be named as an additional insured for the Automobile and Commercial General Liability coverage.
  - D. Professional Liability with limits not less than \$1,000,000.
  - E. Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees.
17. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized District representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of you and RBC Dain Rauscher, and no other person. RBC Dain Rauscher may not assign this Agreement without your prior written consent.



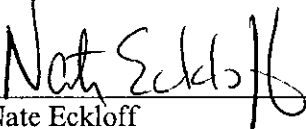
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**Dain Rauscher**

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Respectfully submitted,

RBC Dain Rauscher Inc.

By



Nate Eckloff  
Managing Director

Dated:

JULY 12, 2005

**ACCEPTANCE**

ACCEPTED on behalf of the Key Largo Wastewater Treatment District this \_\_\_\_\_ of July, 2005.

By

\_\_\_\_\_  
Charlie Brooks  
Chairman

Attest:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

cc: Chuck Fishburn  
Tom Dillon  
Julie Turner





**RBC**  
**Dain Rauscher**

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### **FEE SCHEDULE**

In consideration for the financial advisory services rendered by RBC Dain Rauscher, the District agrees that our fee will be as follows:

<u>Title</u>	<u>Fee Per Hour</u>
Managing Director	\$150.00
Principal/Vice President	\$135.00
Associate/Financial Analyst	\$ 90.00
Administration	\$ 50.00

Our fee will be capped at \$29,500 per issue of Obligations. For work not involving an issuance of Obligations, the hourly fee will be paid without consideration as to a cap.

RBC Dain Rauscher will bill the District at Closing for each issue of Obligations as well as any out-of-pocket expenses incurred on behalf of the District. For service not related to an issuance or placement of Obligations, RBC Dain Rauscher will bill the District quarterly for hours worked and for out-of-pocket expenses.

# TAB 5

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 5

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ STATUS REPORT

**SUBJECT:** Haskell deductive Change Order #7 (Fluidyne direct purchases)

**RECOMMENDED MOTION/ACTION:** Authorization for the General Manager to execute Haskell deductive Change Order #7.

Approved by General Manager

Date: 7-14-05



<b>Originating Department:</b> Finance	Costs: \$726,841.96 Credit  Funding Source:  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <u>C.A.V.</u> <input checked="" type="checkbox"/> Finance <u>[Signature]</u>	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This change order corrects the Schedule of Values, reducing the total Haskell contract amount to reflect direct purchase of the Fluidyne secondary treatment plant by the District.

**Key Largo Trailer Village Project**

**HASKELL CHANGE ORDER #7**

**FLUIDYNE DIRECT MATERIALS PURCHASE**

Fluidyne amount originally carried	\$556,300	
Escalation amount	<u>52,761</u>	
Escalated Fluidyne Materials Cost	609,061	
 Aerobic digester modification (Haskell cost)	 <u>30,955</u>	
Total Fluidyne materials (taxable)		<b>\$640,016</b>
 Fluidyne field service (non-taxable)		 <b>48,350</b>
 Sales Tax Credit		
\$5,000 @ 7.5%	375	
\$635,016 @ 6.0%	<u>38,101</u>	
Total Sales Tax		<b>38,476</b>
		<hr/>
Total Fluidyne Deductive Change Order		<b><u>\$726,842</u></b>

**CHANGE ORDER AGREEMENT**  
**Key Largo Wastewater Treatment District**

<b>Contract No.:</b>	<b>Design-Build Wastewater Treatment System</b>	<b>Change Order No.:</b>
	<b>Key Largo Trailer Village Area</b>	007
	<b>(The Haskell Company)</b>	

The following changes to the Contract are hereby made part of the Contract Documents.

I.	ORIGINAL CONTRACT PRICE	\$ 7,970,000.00
	Price of all previous Change Orders	\$ 280,728.00
	PRICE of this Change Order	\$ -726,841.96
	The Current Contract Price including this Change Order	\$ 7,523,886.04
II.	ORIGINAL CONTRACT COMPLETION DATE	
	Original Substantial Completion Date	August 1, 2005
	Total of all previous Contract Time Adjustments	225 Days
	Contract Time Adjustment this Change Order	0 Days
	Revised Contract Time	N/A
	Revised Substantial Completion Date	March 15, 2006

III. WORK CHANGED BY THIS CHANGE ORDER

Item	Change Proposal	Issue	Description	Cost
1		01-020	Fluidyne Material (Taxable)	\$-640,016.00
			Fluidyne Filed Service (Non-Taxable)	\$-48,350.00
			Sales Tax	\$-38,475.96
			<i>The amount of this deductive modification was reached by using the escalated material cost of \$609,061 plus mod #1 for additional Haskell cost (\$30,955) to reach the amount of \$640,016. Sales tax was credited at 7.5% on the first \$5,000 and 6% thereafter. No tax was credited on non-taxable field service.</i>	
			<b>Change Order Total</b>	<b>\$-726,841.96</b>

All requirements of the original Contract Documents shall remain in full force and effect except as modified herein. Work or services affected by this Change Order are subject to all provisions of the original Contract Documents not specially changed by this Change Order. Both parties reserve all rights, claims and defenses they have related to or concerning price escalation of the equipment that is the subject of this deductive change order.

**ACCEPTED BY THE HASKELL COMPANY:**

**APPROVED BY KLWTD:**

\_\_\_\_\_  
William T. English

Title: Project Manager      Date: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# TAB 6

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 6

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ STATUS REPORT

**SUBJECT:** Haskell deductive Change Order #8 (Airvac direct purchases)

**RECOMMENDED MOTION/ACTION:** Authorization for the General Manager to execute Haskell deductive Change Order #8

Approved by General Manager

Date: 7-14-05

<b>Originating Department:</b> Finance	Costs: \$584,048.30 Credit  Funding Source:  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <u>[Signature]</u> <input checked="" type="checkbox"/> Finance <u>[Signature]</u>	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This change order corrects the Schedule of Values, reducing the total Haskell contract amount to reflect direct purchase of Airvac equipment and materials by the District.



Key Largo Trailer Village Equipment Cost Comparison					
Quantity	AIRVAC 5/05	Quantity	AIRVAC 12-04	Description	ROEVAC 2002
1	\$2,096.00	1	\$2,070.00	Valve Pits 6' Deep	\$1,675.00
131	\$274,576.00	131	\$271,170.00		\$219,425.00
1	\$150.00	1	\$150.00	Anti-Floatation Collar	Included
131	\$19,650.00	131	\$19,650.00		Included
1	\$72.00	1	\$72.00	Flex Connector	\$72.00
131	\$9,432.00	131	\$9,432.00		\$9,432.00
1	\$231,866.00	1	\$221,000.00	Vacuum Skid Station	\$145,000.00
1	\$0.00	1	\$19,000.00	Test Equipment	\$19,000.00
	\$535,524.00		\$540,252.00	Sub Total	\$392,857.00
	\$40,164.30		\$40,518.90	Sales Tax	\$29,464.28
1	\$8,360.00	1	\$0.00	Freight	\$0.00
	\$584,048.30		\$580,770.90	Equipment Total	\$422,321.28
	\$161,727.03	1	\$158,449.63	Material Increase	
Engineering	\$19,200.00				
Markup	\$9,046.35				
Bonds & Ins	\$4,549.86				
Subtotal	\$32,796.21				
Total	\$194,523.24				

**CHANGE ORDER AGREEMENT**  
**Key Largo Wastewater Treatment District**

Contract No.:	<b>Design-Build Wastewater Treatment System</b>	Change Order No.:
	<b>Key Largo Trailer Village Area</b>	008
	<b>(The Haskell Company)</b>	

The following changes to the Contract are hereby made part of the Contract Documents.

I.	ORIGINAL CONTRACT PRICE	\$ 7,970,000.00
	Price of all previous Change Orders	\$ -446,113.96
	PRICE of this Change Order	\$ -584,048.30
	The Current Contract Price including this Change Order	\$ 6,939,837.74

II.	ORIGINAL CONTRACT COMPLETION DATE	
	Original Substantial Completion Date	August 1, 2005
	Total of all previous Contract Time Adjustments	225 Days
	Contract Time Adjustment this Change Order	0 Days
	Revised Contract Time	N/A
	Revised Substantial Completion Date	March 15, 2006

III. WORK CHANGED BY THIS CHANGE ORDER

Item	Change Proposal	Issue	Description	Cost
1		01-020	Deductive Modification for KLWTD purchased equipment furnished by AIRVAC.  <i>The amount of this deductive modification was reached by using the ROEVAC number originally carried (\$422,321.28) plus the material increase amount from change order #6 (\$161,727.02) to switch manufacturers to AIRVAC.</i>	\$-584,048.30
			<b>Change Order Total</b>	<b>\$-584,048.30</b>

All requirements of the original Contract Documents shall remain in full force and effect except as modified herein. Work or services affected by this Change Order are subject to all provisions of the original Contract Documents not specially changed by this Change Order.

**ACCEPTED BY THE HASKELL COMPANY:**

---

William T. English

Title: Project Manager      Date: 7/14/05

**APPROVED BY KLWTD:**

---

Title: \_\_\_\_\_ Date: \_\_\_\_\_

# TAB 7

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 7

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Rule Change Log #4, Article IX Fees and Charges Section 9.01 System Development Fee (SDC) (15)

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 7-15-05

<b>Originating Department:</b> General Manager	Costs: \$  Funding Source:  Acct. #	<b>Attachments: Change Log No. 4</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <u>TD</u> <input checked="" type="checkbox"/> General Manager <u>CJZ</u> <input checked="" type="checkbox"/> Finance <u>MW</u>	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This is the second meeting for System Development Charges. Staff recommends the fees outlined in this rule change.

**Resulting Board Action:**

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



## Rules & Regulations Change Form

---

Date: July 14, 2005

Rule Change Log # 4

Agenda item # \_\_\_\_\_ July 20, 2005 Action

Submitted by Commissioner Glenn Patton

KLWTD Com Glenn Patton - In my opinion, the PRMG Report has established a reasonable and fair System Development Charge the will be fair to both the residents and commercial properties in the District...As proposed below;

### Present Rule KLWTD

#### **Article IX Fees and Charges**

##### **Section 9.02 System Development Fee (SDC) (15)**

### Proposed Rule or Change

#### **Article IX Fees and Charges**

##### **Section 9.02 System Development Fee (SDC) (15)**

(15) The initial SDC for the Key Largo Wastewater Treatment District Service Area will be calculated as follows;

(i) For Residential Wastewater Service to a facility consisting of 6 or fewer Dwelling Units, the sum of:

- 1) *\$1,700 per Dwelling Unit for the Wastewater Treatment Plant (WWTP) Capacity*
- 2) *\$1,000 per Dwelling Unit for the Force Main – Pipe Capacity*
- 3) *\$2,070 for connection to the Wastewater System*

(ii) For Residential Wastewater Service to a facility consisting of 7 or more Dwelling Units, and for Non-Residential Wastewater Service, the sum of:

- 1) *\$1,700 per EDU for the Wastewater Treatment Plant (WWTP) Capacity*
- 2) *\$1,000 per EDU for the Force Main – Pipe Capacity*

- 3) \$2,070, or actual cost of connection, whichever is greater, for connection to the Wastewater System.
- (iii) For purposes of calculating SDC's, a laundromat shall be counted as one EDU, regardless of actual historic water consumption. A laundromat is a business that provides commercial self-service and non-self-service laundry facilities to the public, consisting of washing machines, dry cleaning machines, and clothing dryers, in any combination.
- (iv) Wastewater Service to hotels, motels, and facilities regulated under Chapter 513, F.S., and other similar facilities is Non-Residential Wastewater Service.
- (v) The initial SDC rates shall be increased annually according to the Consumer Price Index.

### **Financial Impact of Proposed Rule or Change – input by PRMG**

The rate below is consistent with other SDC's in Monroe Co. Also, the total cost of providing a Wastewater system per EDU is \$10,000+, so the residential properties are getting a major improvement for less than 50% of the actual capital cost of the improvement.

#### **Residential (not condo)**

1 EDU

	<b>PRMG Proposal</b>
<b>Connection/Collection System Charge</b>	<b>\$ 2,070</b>
No. of Connections	1
<b>Total Connection</b>	<b>\$ 2,070</b>
<b>Capacity Charge</b>	<b>\$ 2,700</b>
Factor (EDUs based on flow)	1
<b>Total Capacity Charge</b>	<b>\$ 2,700</b>
<b>Total Connection + Capacity</b>	<b>\$ 4,770</b>

### **People Most Effected by Proposed Rule or Change**

KLWTD Com Glenn Patton - In my opinion, the commercial properties in the District will be treated fairly, because they will be paying for the specific System Development components that they impact and use. The commercial properties will be paying for the WWTP capacity, the transmission/force main capacity and only the actual cost of the connection/collection system that is required to get their wastewater into the system...

	<b>PRMG Proposal Proposed in this rule change</b>	<b>Charges based on EDUs Not proposed</b>
<b>Connection/Collection Charge</b>	<b>\$ 2,070</b>	<b>\$ 2,070</b>
No. of Connections	1	182
<b>Total Connection</b>	<b>\$ 2,070</b>	<b>\$376,740</b>
	or Actual Cost of Connection	
<b>Capacity Charge</b>	<b>\$ 2,700</b>	<b>\$ 2,700</b>
Factor (EDUs based on flow)	182	182
<b>Total Capacity Charge</b>	<b>\$ 491,400</b>	<b>\$ 491,400</b>
<b>Total Connection + Capacity</b>	<b>\$ 493,470</b>	<b>\$ 868,140</b>

## **Precedent Affected by Proposed Rule or Change – input by**

Other SDCs are similar in Monroe Co.

## **General Impact of Proposed Rule or Change**

The following is a direct quote from the PRMG Report page 4-9...

### **Assessment program**

To avoid burdening new customers with a large upfront payment of the combined system development charges, the KLWTD has expressed interest in developing a twenty-year assessment program. At each customer's discretion, in lieu of the upfront system development charges, an annual non-ad valorem assessment would be charged through the Monroe County Property Appraiser and billed as part of the annual property tax bill. Based on the estimated cost of borrowed funds for KLWTD, the annual assessment for a typical single-family residential customer would be approximately \$348.00 per year over a twenty-year period as calculated below:

#### **Estimate of Annual Assessment**

Capacity Charge	\$2,700
Extension Charge	<u>2,070</u>
Total	\$4,770
Annual Amortization [1]	\$328.08
Plus: Administrative Costs [2]	<u>6.56</u>
Subtotal	\$334.64
Adjustment for Allowable Discounts [3]	<u>13.39</u>
Total Annual Assessment Before Discount	\$348.03
Assessment Amount per Month	<u>\$29.00</u>

[1] Based on 20 year amortization at 3.25% annual interest rate.

[2] Amount reflects estimated 2.0% administrative cost for preparation of assessment roll.

[3] Amount reflects inclusion of 4.0% to account for property owners paying tax bill early and receiving 4.0% discount.

Therefore, the monthly cost of the total system development charges for a typical single-family residential customer would be approximately \$29.00 per month over twenty years.

## **Legal Considerations – input by District Counsel**

## **KLWTD Managers – Recommendation and Rationale**



Date \_\_\_\_\_  
KLWTD Board Action

Approved Proposed Rules \_\_\_\_\_

With the following amendments;

Vote	
C. Brooks	_____
G. Bauman	_____
A. Tobin	_____
C. Bullock	_____
G. Patton	_____

# TAB 8

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 8

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

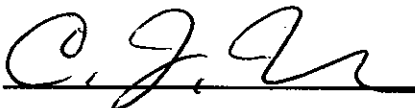
☐ Other:

SUBJECT: Rule Change Log #5, Article IX Fees and Charges, Section 9.04 Monthly Customer Fees

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 7-15-05



<b>Originating Department:</b> General Manager	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Change Log No. 5
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <u>TD</u> <input checked="" type="checkbox"/> General Manager <u>CA.2</u> <input checked="" type="checkbox"/> Finance <u>MW</u>	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This is the second meeting for monthly fees. Staff recommends the fees outlined in this rule change.

**Resulting Board Action:**

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



## Rules & Regulations Change Form

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Date: July 20, 2005

Rule Change Log # 5

Agenda item # \_\_\_\_\_ July 6, 2005 Discussion July 20, 2005 Action

Submitted by Commissioner Glenn Patton

KLWTD Com Glenn Patton - In my opinion, the PRMG Report has established a reasonable and fair Monthly Customer Rate Charge the will be fair to both the residents and commercial properties in the District...As proposed below;

### Present Rule KLWTD

#### **Article IX Fees and Charges**

##### *Section 9.04 Monthly Customer Fees.*

(1) Base Facility Charge:

- (i) Residential (Single Unit) Wastewater Service (other than Senior Citizens/Disabled American Veteran Wastewater Service): tbd
- (ii) Senior Citizens/Disabled American Veteran Wastewater Service): tbd
- (iii) All other classes of Service: tbd

(2) Wastewater Flow Charge. The Wastewater Flow Charge is the monthly charge per thousand gallons of wastewater flow, based on metered water consumption, billed in 1000 gallon increments:

- (i) Single Family Residential: \$tbd ptg billed up to a maximum 12,000 gallons of metered water consumption per month
- (ii) All other classes of service: \$tbd ptg for all metered water consumption
- (iii) All metered water use will be billed the Wastewater Flow Charge except that no Wastewater Flow Charge will be applied to water use from a separately metered irrigation account.
- (iv) The Wastewater Flow Charge for Customers with Alternative Water Supply Customers with Wastewater Service whose source of potable water is an alternative water supply (other than Florida Keys Aqueduct Authority) will be charged a fixed Monthly Charge for wastewater service in the amount of: \$tbd

## **Proposed Rule or Change**

### **Article IX Fees and Charges**

#### ***Section 9.04 Monthly Customer Fees.***

(3) Base Facility Charge applicable to all Customers::

(i) Wastewater Service Base Facility Charge - \$33.60 per EDU per month

(4) Wastewater Flow Charge. The Wastewater Flow Charge is the monthly charge per thousand gallons of wastewater flow, based on metered water consumption, billed in 1,000 gallon increments:

(i) Residential Wastewater Service: \$5.27 per thousand gallons (ptg) billed up to a maximum 12,000 gallons of metered water consumption per month

(ii) All other classes of service: \$5.27 per thousand gallons (ptg) for all metered water consumption.

(iii) All metered water use will be billed the Wastewater Flow Charge except that no Wastewater Flow Charge will be applied to water use from a separately approved metered irrigation or approved exempt metered account.

(iv) The Wastewater Flow Charge for Residential Customers with Wastewater Service whose source of potable water is an alternative water supply (other than Florida Keys Aqueduct Authority) will be charged a fixed Monthly Charge for wastewater service in the amount of: \$44.14

### **Financial Impact of Proposed Rule or Change – input by PRMG**

#### **Residential Rate**

<b>Usage (Kgals)</b>	<b>Base Rate</b>	<b>Usage Charge</b>	<b>Total Bill [1]</b>	<b># of Bills [2]</b>	
				<b>%</b>	<b>Cumulative</b>
0	\$33.60	\$0.00	\$33.60	15.1%	15.1%
1	33.60	5.27	38.87	25.0%	40.1%
2	33.60	10.54	44.14	14.9%	55.0%
3	33.60	15.81	49.41	13.4%	68.4%
4	33.60	21.08	54.68	10.2%	78.6%
5	33.60	26.35	59.95	7.1%	85.7%
6	33.60	31.62	65.22	4.9%	90.6%
7	33.60	36.89	70.49	3.1%	93.7%
8	33.60	42.16	75.76	3.1%	96.9%
9	33.60	47.43	81.03	0.8%	97.6%
10	33.60	52.70	86.30	1.1%	98.7%
11	33.60	57.97	91.57	0.9%	99.7%
12	33.60	63.24	96.84	0.3%	100.0%

## Example Monthly Commercial Bill

### 10 EDUs

Usage (Kgals)	Base Rate	Usage Charge	Total Bill [1]	Average Rate per 1000 Gallons
0	\$340.00	\$0.00	\$340.00	N/A
1	340.00	5.30	345.30	\$345.30
10	340.00	53.00	393.00	39.30
20	340.00	106.00	446.00	22.30
30	340.00	159.00	499.00	16.63
40	340.00	212.00	552.00	13.80
50	340.00	265.00	605.00	12.10
100	340.00	530.00	870.00	8.70

## People Most Affected by Proposed Rule or Change

### Precedent Affected by Proposed Rule or Change – input by PRMG

Page 3-4 of the PRMG Report May 31,05

Based on the projected net revenue requirement, the wastewater rates effective for the initial operations of the KLWTD wastewater facilities are proposed as follows:

#### **Proposed Wastewater Rate Schedule Effective Fiscal Year 2006 [1]**

AVAILABILITY CHARGE (Per EDU)	
All Customer Classes	\$33.60
VOLUMETRIC CHARGE (Per 1,000 Gallons)	
Residential, Individually Metered	
<u>Monthly Usage Range (Gallons)</u>	
0-12,000	\$5.27
Above 12,000 Gallons	0.00
Commercial and Master Metered Residential	
All Usage Levels	\$5.27

[1] Rates shown reflect initial wastewater service for the 183,000 gpd KLWTD wastewater facility. After the initial year of operations, the above rates should be adjusted by the annual change in the Consumer Price Index (CPI) as published by the U.S. Department of Labor. Such small annual adjustments reflect annual increases in costs that the KLWTD will face due to the effects of inflation.

Table 3-4 at the end of this section contains a summary of monthly residential bills by usage level. Based on the historical usage history for those individually metered residential customers that will receive initial service, approximately 55.0% use 2,000 gallons or less per month and would receive a monthly wastewater bill of \$44.14 per month or less under the proposed rates above. This amount does not include the payment of the system development charges through the assessment program discussed in Section 4 of this report. As discussed in Section 4, for those customers choosing to pay their system development charges through the assessment program, the typical residential assessment on a monthly basis is approximately \$29.00.

**General Positive Impact of Proposed Rule or Change**

None

**General Negative Impact of Proposed Rule or Change**

None known

**Legal Considerations – input by District Counsel**

**KLWTD Managers – Recommendation and Rationale**

Staff recommends \$33.60 per month base charge and \$5.27/1000 gal usage charge. These rates are required to meet the District's projected wastewater revenue requirements for the next five years.

Date \_\_\_\_\_

KLWTD Board Action

Approved Proposed Rules \_\_\_\_\_

With the following amendments;

Vote

C. Brooks

G. Bauman

A. Tobin

C. Bullock

G. Patton

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

# TAB 9



**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

**SUBJECT:** WA for Sexton Cove/Lake Surprise Transmission Lines

**RECOMMENDED MOTION/ACTION:** Approval

Approved by General Manager

Date:

7-15-05

<b>Originating Department:</b> Engineering	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Sexton Cove/Lake Surprise force main work authorization for CPH Engineers has been finalized between Staff & CPH Engineers. Staff recommends approval of this work authorization.

**Resulting Board Action:**

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

## Work Authorization No. 1

### Professional Services Agreement Between the

Key Largo Wastewater Treatment District Utility District, a legal entity and public body  
created by Chapter 02-337, Laws of Florida, 2003

And

CPH Engineers, Inc.

A. Summary of Services to be Rendered

All required services for the forcemain along the US 1 Corridor north of the  
WWTP and the sewerage collection systems for the commercial section MM  
104 to MM105 (Gulf side); more fully described in the attached proposal.

B. Project Cost

Not to exceed fee of \$214,914.00. Fee schedule is attached and includes  
survey subconsultant and soils subconsultant.

C. Schedule:

Schedule attached.



CPH Engineers,  
Terry M. Zaudtke, P.E., DEE  
Chief Operating Officer

KLWTD Chairman

Certification that Sufficient Funds are Available:

Financial Officer

Director of Operations

## **Work Authorization No. 1**

### **Professional Services Agreement Between the**

**Key Largo Wastewater Treatment District Utility District, a legal entity and public body  
created by Chapter 02-337, Laws of Florida, 2003**

**And**

**CPH Engineers, Inc.**

**A. Summary of Services to be Rendered**

All required services for the forcemain along the US 1 Corridor north of the WWTP and the sewerage collection systems for the commercial section MM 104 to MM105 (Gulf side); more fully described in the attached proposal.

**B. Project Cost**

Not to exceed fee of \$104,220.00. Fee schedule is attached.

**C. Schedule:**

Schedule attached.

---

CPH Engineers,  
Terry M. Zaudtke, P.E., DEE  
Chief Operating Officer

---

KLWTD Chairman

Certification that Sufficient Funds are Available:

---

Financial Officer

---

Director of Operations

## **Forcemain Design Scope**

### **SECTION 1 - GENERAL**

#### **1.0 General**

The purpose of this proposal is to authorize the Engineer to prepare design complete construction documents and assist the Owner in the permitting process for the forcemain along US 1. The forcemain design will be based on flows for each connection as previously determined by other consultants and verified by CPH. KLWTD and/or their engineer will provide us with the data and information available to date for this project. We will evaluate the information for incorporation into the design to determine the line size needed along the forcemain route. We will evaluate flows and inform the District of any recommended changes to the Concept Design.

As part of the design process, we will provide recommendations as to the optimum method of connection (either direct connection to the forcemain through a lift station or connection through a basin collection system). We will design appropriate connection points for each direct connection and each basin collection system, including highway crossings as appropriate, to the forcemain. The scope of work does not include design of any basin collection system or lift station, whether for commercial or residential connections with the exception of the commercial area on bayside of US 1 near mile marker 104. This area consists of large commercial users intermixed with some small commercial users. We will evaluate this area and provide a recommendation for connection of the commercial properties. We will review the appropriateness of crossings, definition of basins, etc., as prepared by WEC and coordinate with KLWTD regarding any changes in the conceptual level design and incorporate approved changes in the construction documents. It should be noted for estimating purposes, 13 crossings have been included based on the conceptual plan.

We will develop a SewerCad model for the northern part of the island. Utilizing the previous data and the approximate connection points, we will develop a model that will be used to size the forcemain in accordance with normal engineering standards for forcemains and the associated flows. No new planning level studies will be performed. Sizing and flow rates will be based on existing information.

We are informed that the District's base plan is to construct the forcemain along the ocean side of U.S. 1. WE will evaluate the base plan and make a recommendation to the District as to the optimum location of the forcemain and crossings. After approval by the District, we will survey all portions of the ROW where improvements will be constructed. The survey and design fee is based on half right-of-way survey and 13 crossings. No finished floor elevations of buildings will be provided. We will only design a stub-out with a valve set at a 36 inch depth of cover for future connection.

## **SECTION 2**

### **DETAILED DESCRIPTION OF THE SCOPE OF SERVICES**

#### **2.0 Scope of Services**

The Engineer will prepare Design Documents as described herein.

##### **TASK 1 - 30% Submittal and Preliminary Engineering**

The Engineer will gather or be provided with existing data. The Engineer has downloaded the Monroe County Master Wastewater Plan which will serve as the basis of all planning/design efforts. In addition, the District will provide us with data and information from other consultants employed by the District for this and associated projects. The Engineer will obtain record drawings from the FCAA and FDOT for the US 1 corridor. We will also contact other utilities such as the electric power company, cable, telephone and gas. We will use this information to develop the design and alignment of the forcemain. Reference is made to ASCE publication CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (Investigation Levels A through D). This scope of services is based on providing investigations to Quality Level C standards.

We will develop a SewerCad model for the forcemain to serve the northern part of the island. Utilizing the previous data and the approximate connection points shown on the aerial provided, we will develop a model that will be used to size the forcemain in accordance with normal engineering standards for forcemains and the associated flows. Such parameters include an average daily flow (ADF) based on 167 gpd per EDU (this is the county-wide flow standard) and/or the consumptive use records based on the information supplied to us by KLWTD from the FCAA; a peaking factor for the lift station of 4.0 times the ADF; and a maximum velocity in the forcemain of 5 feet per second (fps). We will also run a time variant analysis of the forcemain system using a typical diurnal flow pattern contained within the SewerCad program. This will allow us to design the most cost effective forcemain for the available data/conditions.

Upon receipt of the survey information, the ENGINEER will prepare an analysis of the commercial tract along US 1 on the Gulf side from MM 104 +/- to MM 105 +/- . We will use the survey data to determine the topography of the area and how best to serve this area either by a small gravity system to a lift station, utilize a joint lift station with a larger user or utilize individual grinder lift stations. A letter report will be provided on our findings and approval of the recommended solution will be provided by the Owner. A field trip to investigate the area will also be required. Upon approval of the recommendation the ENGINEER will proceed with the design of a system to serve the area with a connection to the forcemain. The system will be designed to be installed within public rights of way only and we will not provide easements on private property. We will recommend any

property acquisition needs to the District. The preliminary design and submittal will include plan view only, but the final design of the gravity system from MM 104+/- to MM 105+/- will be based on plan and profile drawings at a 1"= 40' scale. We estimate five (5) sheets will be required for this area. We have listed this area as a separate task and it assumes that it will be authorized with the forcemain work.

Upon receipt of the survey information, the ENGINEER will prepare a preliminary layout of the proposed forcemain. The 30% plans submittal will be plan view only and the sheets will be utilized in a meeting with the OWNER at their offices.

As requested by the Board, an alternative price for aerial survey for the entire project has been obtained and a copy is attached.

An opinion of probable cost shall be provided by the ENGINEER at the 30% plan level.

A Design Submittal Protocol for deliverables has been included as an attachment to this Forcemain Design Scope.

#### TASK 2 – Survey and Geotechnical Investigations

- A. Survey – This work will be performed by a subconsultant of the ENGINEER. Survey shall be performed to State Standards as per Chapter 61G17-6 of the Florida Administrative Code.
- B. Geotechnical – Retain the services of a geotechnical engineer for the project. The scope will be as follows as directed by the engineer:
  - a) Mobilization of 2 person crew
  - b) Stake boring locations
  - c) Set up and maintain MOT
  - d) Obtain local permits for the work, all investigations are within FDOT ROW.
  - e) Perform borings every 1000 lineal feet to a depth of 8 feet for the forcemain and a depth of 12 feet for the gravity section.
  - f) Perform visual classification and limited laboratory testing of the soil samples obtained from the borings. Laboratory testing may include grain size, organic content and or Atterberg Limit analysis to verify visual classification of soils types.
  - g) Provide a geotechnical report which includes the following: existing site conditions, exploration, testing and sampling methods; subsurface soil conditions encountered and soil classifications; depth to groundwater at the time of exploration and estimated seasonal high groundwater levels; geotechnical design recommendations regarding design and construction of the forcemain, including bedding and backfill suitability of existing soils and trench safety; discussion of general site preparation techniques, fill compaction, etc.

### TASK 3 – Preparation of Construction Documents

- A. The ENGINEER will prepare the project construction documents in accordance with 61G15-19.001, F.A.C. These documents will include all required plan views and all necessary construction details and notes for the project. The construction documents will also include preparation of the construction specification documents for the project. The ENGINEER will submit five (5) full size sets and two (2) half size sets of construction documents to the KLWTD for review and comment at the 60% and 90% complete levels in accordance with the submittal protocol attached. The 60% plans submittal will be utilized in a review meeting with the OWNER and will include an opinion of probable construction cost. The meeting will take place in Key Largo. The 90% level of completion of the construction documents shall be at a level to allow the project to be bid. The ENGINEER will provide input to the District regarding a description of the construction work and related items for use in procurement documents.
- B. The 90% plans submittal will be utilized in a review meeting with the OWNER. The meeting will take place in Key Largo.
- C. Following the 90% review by the KLWTD, the ENGINEER will prepare and submit ten (10) sets of 100% complete construction documents. Included with this submittal will be the submission of the electronic drawing files and the technical specifications. The drawing files will be submitted in AutoCAD release 2004 format, and the technical specifications will be submitted in Microsoft Word format.
- D. The ENGINEER will submit an Engineers Opinion of Probable Construction Cost for each phase of the project based on the 30%, 60%, 90% and 100% plan sets.
- E. The Engineer will provide KLWTD with an overlay set of plans based on the 100% design construction drawings and a background from an existing aerial database (adjusted to the drawing scale). We have assumed a scale of 1"=100' for this task and double plan sheets. We have been advised that FDOT has recently flown aerials of this area (non rectified) and we will use these if available, otherwise we will use other available information. We cannot guarantee the clarity of the background aerials.

### TASK 4 - Permitting

The ENGINEER shall schedule a pre-application meeting with the associated regulatory agencies to discuss the project requirements and inform the District and the District's Engineer of the date and time. The District or its Engineer may elect to attend in person or by telephone conference. Whether District or District

staff attend or not, Engineer shall provide minutes of the meetings to the District and a summary of the findings with the 30% submittal.

The ENGINEER shall prepare and submit all required permit applications associated with the project to applicable regulatory agencies including but not limited to FDEP, FDOT, SFWMD, and Monroe County and will provide advice to the District regarding the timing of permit application submittals with the goal of obtaining permits prior to bidding. The ENGINEER shall respond to request(s) for additional information (RAI) received as a result of the submittal packages. All permit fees shall be paid by the OWNER directly to the agency.

#### TASK 5 – Bidding Assistance

The base contract identifies the required tasks for bidding services. The following tasks are included in this proposal:

- A. Provide interpretation and clarification of Contract Documents during bidding;
- B. Prepare and issue addenda as appropriate to interpret or clarify Contract Documents;
- C. Provide District with a recommendation as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the Contract Documents;
- D. Provide District with recommendation concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to award of contracts is allowed by the Contract Documents.
- E. Attendance at a single pre-bid conference.

#### TASK 6 – Construction Administration

- A. The ENGINEER has the ability to provide construction administration services and can provide a separate proposal to the District if requested.

We are providing a detailed cost proposal spreadsheet that outlines the man-hours and sub-consultant costs for each task of the project. We understand that the project is of high importance and we will do what is necessary to assist the AUTHORITY in meeting the schedule.

The forcemain design will be a stand alone project and can be bid ahead of the collection systems.



## Design Submittal Protocol – US 1 Forcemain Project

### Activity 1 – MM104 to MM105

CPH will provide a letter report for review on the proposed system to serve the commercial section on the gulf side. CPH will provide five final draft copies for distribution by KLWTD. KLWTD will review this report within seven working days and send written comments to CPH. CPH will incorporate the comments and return five final copies for final approval within seven working days of receipt.

### Activity 2 - 30% Submittal

CPH will prepare the 30% design submittal including a 30% Opinion of Probable Construction Cost. Formally transmit copies to the listed project participants for review and comment allowing seven (7) days working days for review prior to the scheduled review meeting. We assume the meeting will take place within 14 calendar days of the submittal date. No later than two working days prior to the meeting, the KLWTD General Manager will collect written review comments from the KLWTD project participants and fax or email these to CPH. Distribution of documents will be as shown below. Provide written minutes of the meeting for review within seven calendar days of the meeting. Provide written responses to the comments made during the review meeting at the next scheduled review (60%). After the 30% review, we will schedule the pre-application meeting with the required agencies, FDOT and FDEP. At this level of effort we will have the information necessary to discuss the project in a level of detail that will identify the location of the forcemain and the collection system of the commercial area.

### Activity 3 – 60 % Submittal

CPH will prepare the 60% design submittal including a 60% Opinion of Probable Construction Cost. Formally transmit copies to the listed project participants for review and comment allowing seven (7) days working days for review prior to the scheduled review meeting. We assume the meeting will take place within 14 calendar days of the submittal date. No later than two working days prior to the meeting, the KLWTD General Manager will collect written review comments from the KLWTD project participants and fax or email these to CPH. Distribution of documents will be as shown below. Provide written minutes of the meeting for review within seven calendar days of the meeting. Provide written responses to the comments made during the review meeting at the next scheduled review (90%).

### Activity 4 – 90 %

CPH will prepare the 90% design submittal including a 90% Opinion of Probable Construction Cost. Formally transmit copies to the listed project participants for review and comment allowing seven (7) days working days for review prior to the scheduled review meeting. We assume the meeting will take place within 14 calendar days of the submittal date. No later than two working days prior to the meeting, the KLWTD General Manager will collect written review comments from the KLWTD project participants and fax or email these to CPH. Distribution of documents will be as shown below. Provide

written minutes of the meeting for review within seven calendar days of the meeting. Provide written responses to the comments made during the review meeting at the next scheduled submittal (100%).

Also at the 90% level of effort, we will formally submit documents to the permitting agencies in accordance with their requirements and regulations.

#### Activity 5 – 100 % / Final

CPH will prepare the 100% design submittal including a 100% Opinion of Probable Construction Cost within 14 days of the formal review meeting for the 90% submittal. Formally transmit two copies to the KLWTD General Manager along with a written description of the resolution of the 90% comments

#### Distribution List for the above Submittals

All documents will be delivered to the KLWTD offices in Key Largo.  
The KLWTD project participants are:

- Charlie Brooks of KLWTD Board (1 Full Size Set)
- Claude Bullock of KLWTD Board (1 Full Size Set)
- KLWTD Staff (2 Full Size Sets)
- Weiler Engineering (1 Full Size Set)
- Tom Dillon – District Council (1 Half Size Set)
- District Clerk – (1 Half Size Set). This set is to be preserved as the official record of the submittal.
- CPH Engineers (1 Full Size Set)
- For final submittal (100%), three half size sets will be provided for the inspection team.
- For final submittal (100%), three full size sets of the aerial overlays will be provided for the inspection team.
- For bidding purposes, CPH will provide 10 sets of construction documents.
- Distribution for permitting agencies shall be in accordance with their requirements plus one full size set and copies for KLWTD and one full size set and copies for CPH Engineers.

#### Activity 6

The KLWTD General Manager will maintain an issue's log in which unresolved issues of importance are tracked. CPH will formally address comments in the subsequent design development submittal unless a more immediate response is required to avoid delays to the project schedule.

We have previously submitted a schedule for the project. The final schedule will be adjusted in accordance with the official Notice to Proceed date.

Should you have any questions or require further information, please do not hesitate to contact me at (407) 425-0452.

## **Aerial Survey Information**

We have obtained a price to perform aerials of the entire island. We believe that aerial survey will be the best overall solution to meet the survey requirements of this project. There are many reasons to support this and they include the following:

1. The area does not change significantly from year to year because of the limits placed on development in the area.
2. Aerial surveying will be faster than conventional surveying.
3. Aerial surveying rectification can be performed in phases as needed in the "office" once the entire site has been flown.
4. Aerial surveying will be cost effective and less expensive than the conventional surveying of the project.
5. Less cost will be expended for lodging/housing of surveyors.

The following is an explanation of the aerial surveying process:

1. Targets are set at precise locations along the route and are used to properly scale the drawings both horizontally and vertically.
2. The site is flown by the airplane and digital photos are taken. This is a one time cost of \$20,320.00.
3. The next phase is aerial triangulation and digital imagery. During this phase, the aerials are properly scaled and the topography is determined and placed on the aerial. Some field survey work is required to assist in the accurate development of the data to the actual field conditions. We recommend this as the minimum level of execution at this time for the entire island and to use this detailed aerial topography to perform the planning and preliminary engineering required for the project. The estimated cost for this is \$214,835.00, yielding a total cumulative cost of \$235,155.00.
4. The final phase involves placement of all data on the map such as ROW and visible physical structures, etc. There is additional field survey work at this point to obtain utility locations (via Sunshine One Call) and any storm piping or structures. This information is added to the aerial survey. We recommend this level only for the design of the forcemain corridor, including the commercial properties along the US 1 corridor, and the individual subdivisions of Lake Surprise, Sexton Cove, Largo Gardens and Ocean Isles Estates. The cost of providing the detailed design survey is included in the Key Largo forcemain design proposal for both the forcemain and the collection system and is an additional \$137,350.00.
5. NO dig-ups or soft digs will be performed per direction of KLWTD. Underground utilities will only be located per as-builts provided by the Owner of the Utility or as located by Sunshine One Call. Field verification will be required by the contractor prior to the start of construction activity.

Key Largo US 1 Forcemain Design						
Task 1	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Meeting Expenses
	<b>30% Submittal and Preliminary Engineering</b>					
1	Gather data from previous reports and analyze for use in the design	1	4	8		2
	a. Obtain FDOT plans					
	b. Obtain FKA plans					
	c. Obtain other utility plans					
	d. Review master plan					
	Review Conceptual Plan prepared by WEC and verify appropriateness of crossings and definition of basins.					
2	Coordinate with KLWTD for changes in Conceptual Plan	8	24	24	4	2
3	Prepare SewerCad model and analyze system	2	8	32		2
4	Prepare design and design calculations	2	8	32		2
5	Analyze sewerage options and prepare design for commercial section includes field trip		8	24		\$1,000.00
	Prepare 30% drawings and specifications submittal					
	a. Cover sheet		2		4	1
	b. General Notes Sheet		2		4	4
	c. Location/Key Map (2 sheets)		4	4	8	2
	Plan sheets (28 anticipated at 1"=40' scale). Single Plan and Profile	3	21	84		
	Plan and profile sheets for commercial area service 1"=40' scale (5 sheets anticipated)	2	5	20	20	
	f. Details and crossings (3 sheets)		3	12	12	
6	Submit five full size and two half size sets to staff/discuss after review in Key Largo Meeting.	8	8			2
7	Prepare Opinion of Probable Cost	1	6			1
	<b>SUBTOTAL DIRECT LABOR</b>	<b>27</b>	<b>103</b>	<b>240</b>	<b>136</b>	<b>18</b>
						<b>\$1,000.00</b>

<b>SUBTOTAL</b>	<b>\$43,380.00</b>
Total Labor Cost	\$43,380.00
Meeting Expenses	\$1,000.00
Misc. Expenses	\$490.70
<b>TOTAL TASK 1</b>	<b>\$43,870.70</b>

See supporting documentation for breakdown of miscellaneous expenses

	RATE	
Principal/Project Manager	27	\$3,375.00
Project Engineer	103	\$10,815.00
EIT	240	\$20,400.00
CADD Tech	136	\$8,160.00
Secretary	18	\$630.00
<b>Subtotal Raw Labor</b>		<b>\$43,380.00</b>

Key Largo US 1 Forcemain Design								
BY Subconsultant								
Task 2	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Survey	Expenses
	<b>Survey</b>							
1	Conventional survey investigation forcemain route field work 31,680 lineal feet performed to State of Florida standards, Chapter 61G17-6, including topographic survey, culture identification (poles, hydrants driveways, etc.) and location of the flagged utilities including office work.							
2	Conventional survey investigation commercial sewerage area MM 104 to 105 Gulf side field work including office work							
	<b>Geotechnical (per scope)</b>							

By Subcontract

By Subcontract

SUBTOTAL DIRECT LABOR

0	0	0	0	0	0	0	\$0.00	\$0.00
---	---	---	---	---	---	---	--------	--------

SUBTOTAL		\$0.00
Total Labor Cost		\$0.00
GEOTECHNICAL SUBCONSULTANT		\$16,250.00
Engineering Coordination		\$1,625.00
SURVEY SUBCONSULTANT		\$46,800.00
Engineering Coordination		\$4,680.00
Misc. Expenses		\$0.00
TOTAL TASK 2		<u>\$69,355.00</u>

Expenses include travel, lodging and per diem for survey crews

No soft dig or physical dig-up verification of utilities has been provided per the request of staff; a.k.a. no vertical verification of any buried utilities.

	RATE	
Project Manager	\$125.00	0
Project Engineer	\$105.00	0
EIT	\$85.00	0
CADD Tech	\$60.00	0
Secretary	\$35.00	0
Subtotal Raw Labor		<u>\$0.00</u>

**Key Largo  
US 1 Forcemain Design**

Task 3	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Meeting Expenses
<b>Preparation of Construction Documents Final Design</b>							
1	Prepare 60% drawings and specifications						
	a Cover sheet		1		2	1	
	b General Notes Sheet		1		2	1	
	c Location/Key Map - two (2) sheet		1		2	1	
	d Plan sheets (28 anticipated at 1"=40' scale) Single Plan and Profile	11	21	84	126		
	e sheets anticipated)						
	f Details (3 sheets)	2.5	5	30	30		
	g Provide quality assurance and "Constructability" review	16	3	4			
	h Prepare draft of technical specifications sections including Table of Contents, General Requirements, Bid Schedule, and Measurement and Payment in CSI format.	1	4	8		4	
	i Prepare preliminary opinion of probable construction cost 60%	1	2	4			
	j Provide 5 full size and two half size copies to staff for review		2				
	k Meeting in Key Largo after review		8			2	
	l Prepare written list of comments/submit for verification	1	2				\$1,000.00
2	Prepare 90% drawings and specifications						
	a Cover sheet		1		2	1	
	b General Notes Sheet		1		2	1	
	c Location/Key Map - two (2) sheets		1		2	1	
	d Plan sheets (28 anticipated at 1"=40' scale) Single Plan and Profile	7	14	56	56		
	e sheets anticipated)						
	f Details (3 sheets)	2.5	5	30	30		
	g Obtain structural subconsultant for bridge crossing design		3	4			
	h Provide quality assurance and "Constructability" review	16					\$7,500.00
	i Prepare technical specifications sections including Table of Contents, General Requirements, Bid Schedule, and Measurement and Payment in CSI format.	1	16	32		40	
	j Prepare preliminary opinion of probable construction cost 90%	1	2	4			
	k Provide 5 full size and two half size copies to staff for review		2				
	l Meeting in Key Largo after review/field verification with staff	8	8			2	
	m Prepare written list of comments/submit for verification	1	4	4			\$1,000.00
3	Prepare 100% drawings and specifications						
	Overlay 100% drawings on top of the aerials. Scale of existing aerials is assumed to be 1"=100' or they can be adjusted to his scale. Double plan sheets only 6 sheets. Three sets will be provided to Owner.	1	4	16	40	4	
4	Miscellaneous Coordination with FDOT and other utilities in the corridor	1	6		24		
5	Prepare Preliminary Opinion of Probable Construction Cost - Final	1	15	24		8	
6		1	6	1		1	
<b>SUBTOTAL DIRECT LABOR</b>		81	139	310	334	69	\$9,500.00

<b>SUBTOTAL</b>	<b>\$73,525.00</b>
Total Labor Cost	\$73,525.00
Meeting Expenses	\$2,000.00
Subconsultant	\$7,500.00
Misc. Expenses	\$1,572.50
<b>TOTAL TASK 3</b>	<b>\$84,597.50</b>

RATE	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Subtotal Raw Labor
\$125.00	81					\$10,125.00
\$105.00		139				\$14,595.00
\$85.00			310			\$26,350.00
\$60.00				334		\$20,040.00
\$35.00					69	\$2,415.00
						<b>\$73,525.00</b>

**Key Largo  
US 1 Forcemain Design**

Task 4	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Meeting Expense
<b>Permitting</b>							
1	Schedule, prepare and attend pre-application meeting with regulatory agencies and provide minutes of the	4	16			4	\$1,000.00
2	Prepare and submit FDOT ROW utilization permit application.	1	16	16	2	2	
3	Prepare and submit FDEP wastewater collection/transmission system permit application.	1	4	16	2	2	
<b>SUBTOTAL DIRECT LABOR</b>		6	36	32	4	8	\$1,000.00

<b>SUBTOTAL</b>		<b>\$7,770.00</b>
Total Labor Cost		\$7,770.00
Meeting Expense		\$1,000.00
Misc Exp.		\$557.70
<b>TOTAL TASK 4</b>		<b>\$9,327.70</b>

	RATE	
Project Manager	\$125.00	6
Project Engineer	\$105.00	36
EIT	\$85.00	32
CADD Tech	\$60.00	4
Secretary	\$35.00	8
Subtotal Raw Labor		
		<u>\$7,770.00</u>

**Key Largo**  
**US 1 Forcemain Design**

Task 5	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Meeting Expense
	<b>Bidding Assistance</b>						
1	Provide interpretation and clarification of Contract Documents		8			2	
2	Prepare and issue addenda as appropriate to interpret or clarify Contract Documents		8			2	
3	Attend and assist in conducting Pre Bid Conference	8	12			2	\$1,000.00
4	Provide District with a recommendation as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the Contract Documents		8			2	
5	Provide District with recommendation concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to award of contracts is allowed by the Contract Documents		8			2	
6	Provide 10 full size sets for bidding and three half size sets for inspection team of the plans and overlays.	1				4	
<b>SUBTOTAL DIRECT LABOR</b>		8	44	0	0	14	\$1,000.00

<b>SUBTOTAL</b>	\$6,110.00
Total Labor Cost	\$6,110.00
Meeting Expense	\$1,000.00
Misc. Expenses	\$654.00
<b>TOTAL TASK 5</b>	<b>\$7,764.00</b>

	RATE	
Project Manager	\$125.00	8
Project Engineer	\$105.00	44
EIT/Design Engineer	\$85.00	0
CADD Tech	\$60.00	0
Secretary	\$35.00	14
Subtotal Raw Labor		<u>\$490.00</u>
		<u>\$6,110.00</u>



Key Largo US 1 Forcemain Design						
Task 6	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary Subconsultant
1	Organize, attend and conduct pre-construction conference					
2	Provide 15 sets of "Conformed Documents"					
3	Provide weekly site visits for the project for the purpose of determining if the work is proceeding in accordance with the construction permit and approved plans and specifications. On-site inspections will be limited to two hours per week for the duration that the water and wastewater utilities are being installed. Engineer will advise the County of any defect or deficiency in the work. The Engineer estimates that a total eight (8) site visits will be performed. This activity is a requisite for FDEP certification. The Engineer will also provide a written monthly summary of utilities construction activities and work completed.					
4	Review shop drawings, submittals and testing for conformance					
5	Provide clarification and interpretation of the contract documents when requested. A total of five (5) RFIs are anticipated.					
6	Evaluate any requests for changes to the contract up to one (1) change orders					
7	Upon request from the County, conduct substantial completion inspection/prepare punch list					
8	Prepare and provide record drawings based on field as-built data provided by the contractor or County RPR. The Engineer will provide a set of mylars, one set of signed and sealed record drawings and one set of electronic files. The Engineer will also provide a set of .tif files to the county.					
9	Prepare and submit the FDOT project certification of completion.					
10	Prepare and submit the FDEP project certification of completion for wastewater.					
SUBTOTAL DIRECT LABOR		0	0	0	0	\$0.00

See supporting documentation for breakdown of miscellaneous expenses

SUBTOTAL	\$0.00
Total Labor Cost	\$0.00
Subconsultant	\$0.00
Misc. Expenses	\$0.00
TOTAL TASK 6	\$0.00

	RATE	
Project Manager	\$125.00	0
Project Engineer	\$105.00	0
EIT/Design Engineer	\$85.00	0
CADD Tech	\$60.00	0
Secretary	\$35.00	0
Subtotal Raw Labor		\$0.00

### Additive Alternate - New Aerials and Aerial Survey For Entire Project

Task	Task Description	Aerial Surveyor	In-house Survey	Expenses	Totals
1	<b>Aerial Survey Investigation for Planning Purposes and Base</b>				
a	Aerial flight	\$20,320			\$20,320
b	Aerial triangulation and digital imagery Phase I	\$16,850	\$18,650	\$8,000	\$43,500
c	Aerial triangulation and digital imagery Phase II	\$22,935	\$9,750	\$4,000	\$36,685
d	Aerial triangulation and digital imagery Phase IIIa	\$29,280	\$17,400	\$8,000	\$54,680
e	Aerial triangulation and digital imagery Phase IIIb	\$45,320	\$26,650	\$8,000	\$79,970
	<b>Subtotal aerial survey investigation for planning purposes and base</b>	<b>\$134,705</b>	<b>\$72,450</b>	<b>\$28,000</b>	<b>\$235,155</b>
2	Aerial ROW Mapping and field Survey for design of forcemain	\$26,680	\$58,350	\$6,667	\$91,697
3	Aerial ROW Mapping and field Survey for design of subdivision collection systems	\$13,320	\$29,000	\$3,333	\$45,653
	<b>Totals</b>	<b>\$174,705</b>	<b>\$159,800</b>	<b>\$38,000</b>	<b>\$372,505</b>
	<b>Authorization requested at this time</b>				<b>\$372,505</b>

### FUTURE SURVEY (Can be authorized now or at a future date to match design effort)

Task	Task Description	Aerial Surveyor	In-house Survey	Expenses	Totals
4	Aerial ROW Mapping and field Survey for design of system(s) for US 1 South	\$46,600	\$29,750	\$10,000	\$86,350
5	Aerial ROW Mapping and field Survey for design of the remaining subdivision collection systems north of the WWTP	\$50,750	\$51,150	\$11,000	\$112,900
6	Aerial ROW Mapping and field Survey for design of the subdivision collection systems south of the WWTP	\$99,840	\$76,850	\$12,000	\$188,690
	<b>Totals</b>	<b>\$197,190</b>	<b>\$157,750</b>	<b>\$33,000</b>	<b>\$387,940</b>

Note: If this Alternate is selected, the route survey scope and fee of \$51,480 will be eliminated.

# MISCELLANEOUS EXPENSES

Key Largo US 1 Forcemain Design													
ITEM DESCRIPTION	COST	UNIT	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5		Ext
			Qty	Ext	Qty	Ext	Qty	Ext	Qty	Ext	Qty	Ext	
Photocopies 8 1/2 x 11	\$0.05	Sheet	300	\$15.00			2000	\$100.00	1000	\$50.00			
Photocopies 12x 18 (half size)	\$0.20	Sheet	80	\$16.00			240	\$48.00	240	\$48.00	138	\$27.60	
Standard plot	\$6.40	Sheet	40	\$256.00			120	\$768.00	40	\$256.00	40	\$256.00	
Blueprinting 24" x 36"	\$0.60	Sheet	240	\$144.00			720	\$432.00	240	\$144.00	400	\$240.00	
Aerial Overlay sheets	\$0.60	Sheet					24	\$14.40			60	\$36.00	
Aerial overlay plots	\$6.40	Sheet					6	\$38.40			6	\$38.40	
Half size plots	\$1.40	Sheet	40	\$56.00			120	\$168.00	40	\$56.00	40	\$56.00	
Mileage	\$0.32	Mile											
Color Flyer 8 1/2 x 11 double sided	\$1.70	Each											
Color Plot 24" x 36"	\$36.00	Sheet											
Postage	\$0.37	Letter	10	\$3.70			10	\$3.70	10	\$3.70			
Scanned Images	\$1.10	Sheet											
Digital Camera	\$10.00	Ea Use											
Diskette	\$3.50	Disk											
Video Camera	\$15.00	Ea Use											
TOTALS				\$490.70		0		\$1,572.50		\$557.70			\$654.00

We have included four trips in the design portion at an expense cost of \$1000 per trip (30%, 60% and 90% design review meetings and one field investigation). Any additional trips required will be provided at this rate. We have also included expenses for the two regulatory agency pre-application meetings (\$500 per trip) and a pre-bid meeting at \$1000 per trip.

<b>Forcemain Design and Bidding Schedule (Revised 7/15/05)</b>		
<b>TASK</b>	<b>START DATE</b>	<b>DUE DATE</b>
Notice to Proceed	July 21, 2005	
<b>SURVEY AND DESIGN</b>		
Survey commencement	August 4, 2005	
Receipt of Survey (45 working Days)		October 6, 2005
Forcemain Design (field and background work)	July 21, 2005	
Gravity Design MM 104 to 105 (field and background work)	August 25, 2005	
30% Design/Plan Preparation	October 6, 2005	October 24, 2005
30% Plan Submittal		October 24, 2005
Review of 30% Submittal	October 26, 2005	October 30, 2005
60% Design/Plan Preparation	October 26, 2005	November 13, 2005
60% Plan Submittal		November 13, 2005
Review of 60% Submittal	November 15, 2005	November 19, 2005
90% Design/Plan Preparation	November 15, 2005	December 3, 2005
90% Plan Submittal		December 3, 2005
Review of 90% Submittal	December 5, 2005	December 9, 2005
100% Design Preparation	December 12, 2005	December 16, 2005
100% Design Submittal		December 16, 2005
<b>PERMITTING and BIDDING</b>		
Submit Permit Packages for signature		December 3, 2005
Submit Permit Packages to agencies		December 17, 2005
FDEP Permit Review	December 17, 2005	January 16, 2006
FDOT Permit Review	December 17, 2005	January 16, 2006
Respond to Requests for Additional Information	January 16, 2006	January 30, 2006
Advertise for Bids		January 30, 2006
FDEP Permit Review	February 1, 2006	March 3, 2006
FDOT Permit Review	February 1, 2006	March 3, 2006
Receive Permits		March 3, 2006
Bid Date		March 17, 2006

Notes:

- 1) The 30% and 60% reviews would be conducted during the design process, i.e. the work will continue while we are awaiting comments in order to expedite the process.
- 2) The 90% will be completed before preparation of the 100% drawings.
- 3) The 90% drawings will be "ready for bids".
- 4) Permit review assumes one RAI from the review agency.

**Revised for survey proposal of 6/1/05 from KLWTD and start date revision.**

# TAB 10

**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 10

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

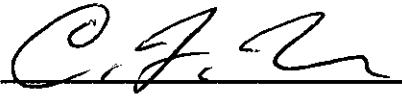
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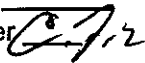
SUBJECT: Verbal KLTV & KLP Progress Report

RECOMMENDED MOTION/ACTION: No action required.

Approved by General Manager

Date: 7-15-05



<b>Originating Department:</b> Engineer	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Current Construction map
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

Summary Explanation/Background:

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



**KEY LARGO WASTEWATER TREATMENT DISTRICT BOARD OF  
COMMISSIONERS SPECIAL CALL MEETING**

**AGENDA**



**Wednesday, July 20, 2005 at 5:00 PM**

**98880 Overseas Hwy**

**Key Largo, FL**

**Charles Brooks**

**Gary Bauman**

**Andrew Tobin**

**Glenn Patton**

**Claude Bullock**

**Chairman**

**Vice Chairman**

**Secretary-Treasure**

**Commissioner**

**Commissioner**

.....  
**Charles F. Fishburn**

**Thomas Dillon**

**Carol Walker**

**General Manager**

**District Counsel**

**Board Clerk**

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 Board Clerk at 305-451-5105 at least 48 hours in advance to request accommodations.

**A. CALL TO ORDER**

**B. PLEDGE OF ALLEGIANCE**

**C. ROLL CALL**

**D. APPROVAL OF AGENDA WITH ANY ADDITIONS OR DELETIONS**

**E. PUBLIC COMMENT**

**F. COMMISSIONERS ROUND TABLE**

**G. COMMISSIONER ITEMS**



## H. ACTION ITEMS

1. Minutes of July 6, 2005 **TAB 1**
2. Pending Payments List **TAB 2**
3. Auditor Request For Proposals **TAB 3**
4. Financial Advisor Contract **TAB 4**
5. Haskell deductive Change Order No.7 (Fluidyne direct purchase) **TAB 5**
6. Haskell deductive Change Order No. 8 (Airvac direct purchase) **TAB 6**
- 2nd 7. Rule Change Log #4  
Article IX Fees and Charges  
Section 9.01 System Development Fee (SDC) (15) **TAB 7**
- 3rd 8. Rule Change Log #5  
Article IX Fees and Charges  
Section 9.04 Monthly Customer Fees **TAB 8**
- 9th 9. CPH Work Authorization, Sexton Cove Transmission Lines **TAB 9**

## I. DISCUSSION ITEMS

## J. STATUS REPORTS

10. Verbal Status Report from Ed Castle

*Glean- Ch*

**TAB 10**

## ITEMS OF ONGOING CONCERN

1. Procedures
2. Agency Coordination

## K. ADJOURNMENT —

*7:50*

*[Signature]*



KEY LARGO WASTEWATER TREATMENT DISTRICT  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. /

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

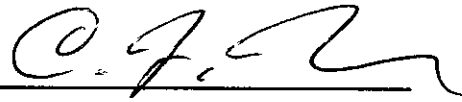
☐ Other:

SUBJECT: Minutes of July 6, 2005 Board Meetings

RECOMMENDED MOTION/ACTION: Approval of minutes with any needed additions, deletions or corrections.

Approved by General Manager

Date: 7-15-05



<b>Originating Department:</b> Board Clerk	Costs: Approximately \$0 Funding Source: Acct. #	<b>Attachments:</b> Minutes of 7.6.05 meeting
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <u>TD</u> <input checked="" type="checkbox"/> General Manager <u>CFZ</u> <input type="checkbox"/> Finance _____	<input checked="" type="checkbox"/> Engineering <u>EP</u> <input checked="" type="checkbox"/> Clerk <u>ES</u>	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____: Please initial one.

**Summary Explanation/Background:**

**Resulting Board Action:**

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

MINUTES  
Key Largo Wastewater Treatment District (KLWTD)  
Board of Commisisoners Meeting



July 6, 2005  
98880 Overseas Hwy, Key Largo, FL

The KLWTD Board of Commissioners met for a regular meeting on July 6, 2005 at 5:07 PM. Present were Chairman Charles Brooks, Commissioners, Glenn Patton, Gary Bauman, Andrew Tobin and Claude Bullock. Also present were General Manager Charles Fishburn, District Counsel Thomas Dillon, Board Clerk Carol Walker, and all other appropriate District staff.

Chairman Brooks led the Pledge of Allegiance.

**ADDITIONS/DELETIONS TO THE AGENDA.**

The following changes were made to the agenda: Commissioner Bauman requested that the Commissioner Item on Parliamentary Procedures be removed and placed on the next agenda. General Manager Charles Fishburn requested that the revised and amended Interlocal Agreement be placed on the agenda as an Action Item.

**Motion: Commissioner Tobin made a motion to approve the agenda as amended. The motion was seconded by Commissioner Bullock.**

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin	X		
Chairman Charles Brooks		X	

Motion passed 5 to 0

**PUBLIC COMMENT:** The following persons addressed the Commission: Veronica Cruz, 325 Calusa representing Calusa Camp Ground wanted to know how the District was going to connect Calusa. General Manager Charles Fishburn explained that that the District could come up to the gate and connect to Calusa. Calusa would have to have an upgraded system. Or, the District could come into Calusa install the system and maintain it. Ms. Cruz asked for a list of contractors that are approved to do the connections. Mr. Fishburn stated that the District does not have a list of approved contractors.

Robert Burt, Key Largo Trailer Village, expressed concern over the use of Candy Canes on each property because about one third of the properties will not have enough clearance. Ed Castle explained that there are other options available to the property owners that do not have the clearance required by the Candy Cane vent. Mr. Castle also stated that he recommends that the District set up a policy to do concurrent inspections.

Mr. Burt also asked if there will be a requirement for a stop valve. Mr. Castle said that it is a County requirement. Airvac also recommends that the stop valve be installed upstream of the Candy Cane vent.

Mr. Burt requested permission to use the fill located on Buttonwood to fill in the parking lot in the boat ramp area of the Key Largo Trailer Village. He then thanked the Board for the outstanding job that the contractor is doing. Mr. Burt then pointed out that the District has run a sewer line to a boat business at the entrance to the KLTV.

#### **COMMISSIONER'S ROUNDTABLE**

No comments

#### **COMMISSIONER'S ITEMS**

No items

#### **ACTION ITEMS**

*Approval of Minutes of June 8 and June 22, 2005*

**Motion:** Commissioner Patton made a motion to approve the minutes of the June 8 and June 22, 2005 meetings. The motion was seconded by Commissioner Bullock.

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		

Commissioner Andrew Tobin	X		
Chairman Charles Brooks	X		

Motion passed 5 to 0

*Pending Payments List*

**Motion:** Commissioner Tobin made a motion to approve the pending payments list for July 6, 2005. The motion was seconded by Commissioner Bauman.

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin	X		
Chairman Charles Brooks	X		

Motion passed 5 to 0

*Revised and amended Interlocal Agreement for Twenty Million Dollars.*

District Counsel Thomas Dillon explained that the amendment clarifies that the funds that the County will be using to provide KLWTD with \$20,000,000 will not be coming from the old County Infrastructure Bond funds but partly from surplus funds and a possible future bond issue. There should not be any past County bonding costs deducted from the funds available to the District. Also, there was a typo on page B3 that says Authority Engineer instead of District Engineer that will be corrected.

Commissioner Patton thanked BOCC Commissioner Murray Nelson for working so well with the KLWTD in supporting the Inter-Local Agreement. He also thanked Chairman Brooks for his work in spear heading the issue.

Commissioner Nelson stated that the agreement with the District was based on the District's performance with the previous \$12,000,000 that was received from the County to do wastewater in the Key Largo Trailer Village and the Key Largo Park. It is also a key element of the agreement with the State of Florida that was challenged by the Environmental Groups. There is a high level of cooperation and trust between the District and the BOCC.

**Motion:** Commissioner Bullock made a motion to approve the Amendment to the Inter-local for \$20,000,000. The motion was seconded by Commissioner Tobin.

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin	X		
Chairman Charles Brooks	X		

Motion passed 5 to 0

## **DISCUSSION ITEMS**

### *System Development Charges*

General Manager Charles Fishburn explained that the Staff agrees with the conclusions of PRMG. Mr. Fishburn encouraged the Board to accept the recommendations in the PRMG report that has been summarized in the Rules and Regulations Form found in the agenda package.

Mr. Fishburn explained that the SDC has been broke into three different components: one is \$1,700 for the Wastewater Treatment Plant, one is \$1,000 for the Transmission Line, and one is 2,070 for the connection cost which totals, \$4,770. The real cost of the SDC is between \$12,000 and \$15,000.

Tony Hairston of PRMG gave an edited presentation of the presentation that he gave the Board at the May 4, 2005 meeting, for the public.

### **Questions from the public:**

Is the rate that is currently being discussed going to be for the entire island of Key Largo or for the Key Largo Trailer Village only?

*The District will attempt to kept SDC and the monthly charges at the same level for the entire Island, subject to inflation. However, it is not possible to know what factors may affect the rates in the future.*

Why is the rate for the average user higher than most other areas of the Keys?

*The rates are comparable to Baypoint. They are not as low as Key West because Key West has an established system already.*

Is there any discount for irrigation water?

*That is the reason that there is a cap on usage. Normal irrigation was factored into the charges.*

Has the Board decided how they are going to do the connections to condominiums that have viable package plants?

*District Counsel Thomas Dillon stated that a County Ordinance gives the District two options. One would be to make the connections at the streets in the public right-of-way. The other would be if suitable temporary and permanent easements were made available, then a collection system could be put in and maintained by the District like any other neighborhood. In the absence of agreement between the District and the condominium association, the connection would be in the public right-of-way.*

Is the District taking into consideration that more grants may be available in the future.

If there is a surplus of funding because of grants, will it be used for refunds?

*Commissioner Patton said that he sees that less grants in the future. But if there is a surplus it would be refunded to the customers.*

Is there funding being put in place to replace the equipment in the future.

*The financial projections include repair and replacement reserves to maintain and replace the equipment in the future.*

Jerry Wilkinson, Tavernier, FL

Mr. Wilkinson stated that the amount the Board is currently considering is far from an affordable wastewater system. He views it as a betrayal of the promise made to the low-income people. Mr. Wilkinson also feels that there will be problem trying to hook up everyone within thirty days. He is disappointed in the System Development charge. The District should be charging less than Conch Key.

Mr. Fishburn pointed out that Conch Key is going to an existing treatment plant which is an advantage.

Mr. Hairston stated that the funding document is based on the conclusion that the District will receive 60% grant funding.

BOCC Commissioner Murray Nelson congratulated the Board on what they have accomplished in the last two years. There probably will not be any more grants coming from the County. He also doubts that there will be much State funding in the next year for wastewater, and the promised Federal monies have not materialized. He stated that the County would like to have equity on County funded projects. Commissioner Nelson explained that any future grant funding will be to support future projects not to refund money to the customers. The County Commission will support the KLWTD Board, which is autonomous and will be making the decisions on rates and connections fees. The County would like to keep the rates similar among various communities, but they realize each one will be different. The agreement with the State is that the local match is 60% and the State match is 40%. Commissioner Nelson stated that the connection fee and monthly rate that the Board is currently considering (\$4770 connection fee and \$45 a



month usage) is a reasonable amount and meets the intent of the BOCC on future wastewater projects.

Commissioner Patton stated that the District needs public support. The District needs another \$50 million in grant monies and the public support is very important.

General Manager Charles Fishburn asked the KLWTD Board if he could have a consensus as to the acceptance of the \$4770 connection charge.

Commissioner Patton stated that he supports the \$4770 charge and thinks that the cost to commercial is equitable.

Commissioner Tobin stated that he is going to support it tonight on a preliminary basis with the understanding that he still has not made up his mind.

Commissioner Bullock stated that he can support the \$4770 tonight but he feels that it is low. The Board needs to have the right number in the beginning so that there is no increases later on.

Commissioner Bauman does not support the fee. He stated that he will not support any additional construction without at least 50 percent grant funding. Since there may not be any more projects he would like to see the entire grant funding put toward the cost of the current project.

Chairman Brooks asked each of the Staff and Tony Hairston if they approved of the \$4770 amount. They said that they did. Chairman Brooks then asked each Staff member if they had diligently reviewed the \$4770 amount. They all agreed with the amount. Chairman Brooks stated that he is committed to moving forward with the \$4770 amount.

**Motion: Commissioner Patton made a motion to place the Rules and Regulation Log Changes No. 4 and No. 5 on the July 20, 2005 agenda for action. Commissioner Bullock seconded the motion.**

Vote on motion:

Board Member	Yes	No	Other
Commissioner Gary Bauman	X		
Commissioner Claude Bullock	X		
Commissioner Glenn Patton	X		
Commissioner Andrew Tobin		X	
Chairman Charles Brooks	X		

Motion passed 4 to 1

*Wastewater Rates*

General Manager Charles Fishburn presented the monthly rate charges. The monthly base charge will be \$33.60.

Mr. Fishburn pointed out that 55% of the residences on the Island of Key Largo use less than 2000 gallons of water a month.

Chairman Brooks asked Mr. Hairston if the \$4770 connect fee and the base fee of \$33.60 was a prudent figure and did it give the District a profit. Mr. Hairston stated that he thought that it was a prudent figure and it did not give the District a profit.

**ADJOURNMENT**

After a motion to adjourn by Commissioner Patton and not seconded, Chairman Brooks adjourned the meeting at 8:46 PM.

The KLWTD meeting minutes of July 6, 2005 were approved on July 20, 2005.

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Chairman Charles Brooks

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Carol Simpkins, CMC  
Board Clerk



KEY LARGO WASTEWATER TREATMENT DISTRICT  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 2

- |  |  |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING<br><input type="checkbox"/> DISCUSSION<br><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM<br><input type="checkbox"/> STATUS REPORT | <input type="checkbox"/> RESOLUTION<br><input type="checkbox"/> BID/RFP AWARD<br><input type="checkbox"/> CONSENT AGENDA |
|--|--|

**SUBJECT:** Pending Payments List for July 20, 2005

**RECOMMENDED MOTION/ACTION:** Motion to approve pending payments list for July 20, 2005 contingent upon available funds.

Approved by General Manager

Date: 7-14-05

<b>Originating Department:</b> Finance	Costs:  Funding Source:  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <u>C. J. A.</u> <input checked="" type="checkbox"/> Finance <u>[Signature]</u>	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk <u>CW</u>	<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:**

## Key Largo Wastewater Treatment District

## Payments Pending 07/20/05

Prepared 07/14/05

## CONSOLIDATED CASH BALANCE FORWARD

\$ 1,248,556.01

**Administration & Operations**

Cash Balance A&amp;O Account Forward \$ 148,309.29

Plus: Truck Tag Refund 157.25

Less: Federal Express - Deliveries 12.69

Monroe Count - Truck Tags 14.60

Debi's Permit Service - Clerk Services 48.00

Key Largo Chamber - Prorated Dues 77.00

Richard Vidrine - Office Shelves, etc. 561.08

The Reporter - Legal Advertising 293.84

Miami Herald - Auditor RFP 711.45

BellSouth - Old Office Phone 113.61

FKEC - Old Office Electric 88.00

Keys Sanitary - Trash (June/July) 49.12

Chris Sante - Rent (June) &amp; Electric 2,515.45

Chris Sante - Rent (July) 2,450.00

Board Compensation - June 3,900.00

Staff Salaries - June 12,368.37

Payroll Benefits - FICA &amp; Medicare 1,258.92

Sub-total Invoices 24,462.13

\$ (24,304.88)

Cash Balance A&amp;O Account If All Paid \$ 124,004.41

Memo: MSTU Draw #10 Submitted 6/2/05 \$78,534

**Key Largo Park**

Cash Balance KLP Account Forward \$ (225,787.28)

Plus: Monroe County 12,858.73

Less: Eyecatchers Signs - Construction Site Sign 692.45

Staff Salaries (incl. benefits) - June 2,085.78

Sub-total Invoices 2,778.23

10,080.50

Cash Balance KLP Account If All Paid \$ (215,706.78)

Memo: MC 148 Final Draw Submitted 2/23/05 \$13,029

**Key Largo Trailer Village**

Cash Balance KLTV Account Forward \$ 1,326,034.00

Plus: No Receipts

Less: Fluidyne - ISAM System, excl. control panel 472,692.80

Staff Salaries (incl. benefits) - June 8,768.38

Sub-total Invoices 481,461.18

(481,461.18)

Cash Balance KLTV Account If All Paid \$ 844,572.82

**North Key Largo Development**

Cash Balance NKLD Account Forward (4,103.00)

Less: Staff Salaries (incl. benefits) - June 2,473.22

(2,473.22)

Cash Balance NKLD Account If All Paid (6,576.22)

## CONSOLIDATED CASH BALANCE IF ALL PAID

\$ 750,397.23

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary



KEY LARGO WASTEWATER TREATMENT DISTRICT  
Agenda Request Form

Meeting Date: July 20, 2005

Agenda Item No. 3

- |  |   |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING                      | <input type="checkbox"/> RESOLUTION     |
| <input type="checkbox"/> DISCUSSION                          | <input type="checkbox"/> BID/RFP AWARD  |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> STATUS REPORT                       |   |

SUBJECT: Auditor Request For Proposals

RECOMMENDED MOTION/ACTION: Authorization for the Finance Officer to initiate contract negotiations with Grau & Company to provide professional auditing services to the District for FY 2005, with 4 annual renewal options at the District's sole discretion.

Approved by General Manager

Date:

7-14-05

<b>Originating Department:</b> Finance	Costs: Not to exceed \$15,000 for FY 2005 Funding Source: MSTU  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input checked="" type="checkbox"/> Clerk	<b>Advertised:</b> Date: _____ Paper: _____ <input type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ OR Not applicable in this case _____  Please initial one.

Summary Explanation/Background: The District received two responses to its RFP. Grau & Company is being recommended by staff based upon a technical evaluation of the two respondents. However, this firm's all-inclusive dollar cost bid was substantially higher than the other respondent, Harvey, Branker & Associates. Authorization is therefore requested to negotiate a lower fee with Grau before considering Harvey, Branker.



**Key Largo Wastewater Treatment District**

**SUMMARY OF AUDITOR RFP SOLICITATIONS & RESPONSES**

<u><b>Firms Solicited:</b></u>	<u><b>Pre-Qualification Response</b></u>	<u><b>Advertising Response</b></u>	<u><b>Package Provided</b></u>	<u><b>RFP Submitted</b></u>
Grau & Company	X		X	X
Harvey, Branker & Associates	X		X	X
Rachlin, Cohen & Holtz (2)	X		X	
Caballero & Cascellano		X	X	
RJM Systems Group, Inc.		X	X	
Keefe, McCullough & Co. (1)			X	
Catarineau & Catarineau			X	
Pricewaterhouse Coopers LLP				
KPMG				
Cherry, Bekaert & Holland (3)				
Ernst & Young				
Urbach, Kahn & Werlin				
McGladry & Pullen				

(1) Islamorada

(2) Marathon

(3) Key West

**Key Largo Wastewater Treatment District**  
**EVALUATION OF PROPOSALS TO PROVIDE**  
**PROFESSIONAL AUDITING SERVICES**

Prepared 07/09/05

	Harvey, Branker & Associates	Grau & Company
<b>General Information:</b>		
Location	Hollywood, FL	Boca Raton, FL
Total Staff	15	36
Managers	1	12
Supervisors	1	8
Total Clients	62	1,000
Municipal	5	17
Special District	2	112
Monroe County	2	0
<b>Mandatory Elements:</b> (no points)		
Independent & Licensed	Yes	Yes
Continuing Staff Education	Adequate	Very Adequate
Conflict of Interest	None	None
External Q.C. Audit	Unqualified Opinion	Unqualified Opinion
Desk Reviews / Lawsuits	None	None
Adherence To RFP Instructions	Adequate	Yes
<b>Mandatory Criteria Met</b>	<b>Yes</b>	<b>Yes</b>
<b>Technical Qualifications:</b>		
Past experience and performance on comparable government engagements (20 max.)	15 (Limited client base experience)	19 (Broad experience, special districts)
Quality of personnel to be assigned to the engagement (20 max.)	16 (3-5 years tenure some assigned staff)	18 (Over 5 yrs. tenure all assigned staff)
Adequacy of proposed staffing plan (10 max.)	10 (5 team members)	9 (4 team members)
Adequacy of sampling techniques	10	10
Adequacy of analytical procedures	10	10
<b>Total Technical Points (70 max.)</b>	<b>61</b>	<b>66</b>

  
Martin D. Waits, Finance Officer

**Key Largo Wastewater Treatment District**

**SEALED DOLLAR COST BID SUMMARY**

	<b>Harvey, Branker &amp; Associates</b>			<b>Grau &amp; Company</b>		
	<b>Hours</b>	<b>Rate</b>	<b>Total</b>	<b>Hours</b>	<b>Rate</b>	<b>Total</b>
Partners	10	\$150	\$1,500	28	\$225	\$6,300
Managers	20	\$120	2,400	41	\$160	6,560
Supervisors	40	\$90	3,600	42	\$110	4,620
Staff	60	\$75	4,500	28	\$90	2,520
Administration	5	\$50	250			
	135		\$12,250	139		\$20,000
Deduction amount if single audit is not required			-\$2,500			-\$3,000

## APPENDIX D

### PROPOSER GENERAL INFORMATION AND REFERENCES

#### General Information:

Firm Name Harvey, Branker & Associates  
Street Address 3816 Hollywood Boulevard Suite 203  
City, State, Zip Hollywood, Florida 33021  
Contact Name Roderick Harvey FAX (954) 962-7747  
Telephone (954) 966-4435 E-mail rharvey@harveybranker.com

#### Firm Information:

Nearest Office 3816 Hollywood Boulevard, Hollywood, Florida 33021-Ste 203  
Total Staff 15 Managers 1 Supervisors 1  
Total Clients 62 Municipal 5 Special District 2

#### Client Information: (will not be contacted)

Three Large Clients City of Lauderdale Lakes  
Indian Trail Improvement District  
Movers

Three Small Clients 100 Black Men of Greater South Florida  
Church of Brotherly Love Kings Table Corp.  
O'Farrill Learning Center

Monroe County Clients Monroe County School Readiness Coalition  
Monroe County Housing Finance Authority

#### References: (may be contacted)

Monroe County School Readiness Coalition  
Contact: Jim Olney Phone: (305)292-7150

Monroe County Housing Finance Authority  
Contact: J Manuel Castillo Phone: (305)292-1221

Indian Trail Improvement District  
Contact: Mireya McIlveen Phone: (561)793-0874

#### Prepared By:

Roderick Harvey, CPA  
(Signature)

Roderick Harvey, CPA  
(Print Signature)

Owner  
(Title)

Date: July 5, 2005

## APPENDIX D

### PROPOSER GENERAL INFORMATION AND REFERENCES

#### General Information:

Firm Name Grau & Company  
Street Address 2700 North Military Trail, Suite 350  
City, State, Zip Boca Raton, Florida 33431  
Contact Name Antonio Grau, Jr. FAX (561) 995-5823  
Telephone (561) 994-9299 E-mail tony@graucpa.com

#### Firm Information:

Nearest Office Boca Raton, Florida  
Total Staff 36 Managers 12 Supervisors 8  
Total Clients 1000 Municipal 17 Special District 112

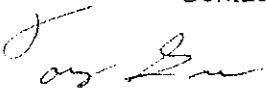
#### Client Information: (will not be contacted)

Three Large Clients Broward County School District  
Town of Davie  
City of North Lauderdale  
Three Small Clients Town of Hypoluxo  
Pinetree Water Control District  
Aid to Victims of Domestic Assault  
Monroe County Clients None

#### References: (may be contacted)

East Central Regional Wastewater Treatment Facility  
Contact: Lynn Greene Phone: (561) 822-1310  
Grand Haven Community Development District  
Contact: Jim Ward Phone: (954) 658-4900  
Waterlefe Community Development District  
Contact: Stacey Thomas Phone: (813) 933-5571

#### Prepared By:

  
(Signature) Antonio Grau, Jr.  
(Print Signature)  
Partner Date: July 6, 2005  
(Title)



**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 4

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Financial Advisor Contract with RBC Dain Rauscher.

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date:

7-15-05

<b>Originating Department:</b> Legal	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Contract will be provided to Board as soon as received.
<b>Department Review:</b> <input type="checkbox"/> District Counsel <u>10</u> <input type="checkbox"/> General Manager _____ <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk <u>ES</u>	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** The Financial Advisor Contract has been negotiated and revised to meet the requirements of Staff and Board direction. Staff recommends Board approval of this contract.

**Resulting Board Action:**

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



# RBC Dain Rauscher

Suite 670  
600 Corporate Drive  
Fort Lauderdale, FL 33334  
(954) 489-5068  
(954) 489-5070 Fax

July 12, 2005

Mr. Charles Brooks  
Chairman, Key Largo Wastewater Treatment District  
P.O. Box 491  
Key Largo, FL 33037-0491

RE: Financial Advisory Agreement

Dear Mr. Brooks:

1. **Retention of RBC Dain.** The Key Largo Wastewater Treatment District ("District") is seeking a firm to provide the District with financial advice since the District will have under consideration from time to time the authorization and issuance of debt obligations ("Obligations"). Additionally, the District may need general financial advice. The District hereby agrees to retain RBC Dain Rauscher Inc. as its financial advisor in accordance with the terms of this financial advisory agreement ("Agreement"). This Agreement shall apply to all Obligations that may be authorized and issued or created during the period in which this Agreement is effective.
2. **Scope of Services.** As financial advisor for the District, RBC Dain Rauscher agrees to perform the following:
  - A. Become familiar with the fiscal resources, financial capacity and capital needs of the District including its operating procedures, its policies and its relationship to funding sources.
  - B. Advise and assist the District with its:
    - a. Capital Improvement Program
    - b. Debt Management Plan
    - c. Investment Policy
    - d. Other finance related policies
  - C. Provide analytical services including debt service models related to utility construction projects.
  - D. Along with the District's Utility Consultants, assist in formulating a capital improvement plan for the District incorporating the various revenue streams available to the District including:
    1. Wastewater System Charges
    2. Assessments
    3. System Connection Charges
    4. Grants





**RBC  
Dain Rauscher**

Suite 670  
600 Corporate Drive  
Fort Lauderdale, FL 33334  
(954) 489-5068  
(954) 489-5070 Fax

5. Other Funding Sources

- E. Advise the District if a refunding or advance refunding of its outstanding Obligations will provide a benefit to the District.
- F. Advise the District on the best method for selling or placing its Obligations including:
  - 1. State Revolving Fund
  - 2. Public Sale of Bonds
  - 3. Private Placement of Bonds
  - 4. Bank Loan
- G. If requested, assist the District in selecting parties to a financing, such as bond counsel, disclosure counsel, underwriters, banks and paying agents.
- H. Develop a timetable for the District's financing(s).
- I. Coordinate the parties to the financing(s).
- J. Advise the District on the structure of your proposed financing(s) including security provisions, such as pledged revenues, reserve funds, and covenants to enhance the marketability of the issue(s).
- K. Assist in the review and preparation of the documents necessary to issue any bonds, including the Preliminary and Final Official Statements.
- L. Assist in sizing the financing to account for the construction costs outlined in the District's capital improvement plan.
- M. Monitor rating agency actions for the District, especially those related to wastewater and Florida finance. If economically advantageous and appropriate for the type of financing, assist the District in obtaining a rating and/or bond insurance for your financing(s). This includes providing information on the criteria used to analyze the rating of the bond issue and assisting in the rating agency presentations.
- N. On an ongoing basis, generally inform the District about the financial markets.
- O. If the District sells bonds on either a competitive or negotiated sale basis, depending upon the method of sale selected, assist the District in taking the steps necessary to effectuate the sale.
- P. Advise the District on the optimal time(s) to place or sell your Obligations, taking into account:
  - 1. Present interest rate levels and possible trends.
  - 2. The availability of money.
  - 3. An analysis of which institutions are participating in the market.



# RBC Dain Rauscher

Suite 670  
600 Corporate Drive  
Fort Lauderdale, FL 33334  
(954) 489-5068  
(954) 489-5070 Fax

4. The appropriate type of investor in a financing.
5. The desirability of financing terms.
6. The price and timing of comparable or competing issues.
7. Economic news releases.

Q. Assist in scheduling the closing of Obligations to correspond with the District's capital needs and to maximize market acceptance.

R. For issues placed with the State Revolving Fund, local banks or other institutions, on behalf of the District, assist in negotiating the terms and conditions of the placement.

S. Provide the District with debt service schedules following the closing.

T. If requested, advise the District on any required secondary market disclosure.

U. Assist the District with the investment of District funds.

V. Assist in the closing by coordinating all parties and assuring that each function is being completed in a timely fashion.

W. Provide other finance related services within our areas of expertise which the District requests.

3. **Information to be Provided to RBC Dain Rauscher.** The District agrees (upon request) to provide or cause to be provided to us information relating to the District, the security for the Obligations, and other matters that we consider appropriate to enable us to perform our duties under this Agreement. With respect to all information provided by you or on your behalf to us under this Agreement, you agree upon our request to obtain certifications (in a form reasonably satisfactory to us) from appropriate District representatives as to the accuracy of the information and to use your best efforts to obtain certifications (in a form reasonably satisfactory to us) from representatives of parties other than the Issuer. The District acknowledges that we are entitled to rely on the accuracy and completeness of all information provided by you or on your behalf.

4. **Official Statement.** If bonds are issued, you acknowledge that you are responsible for the contents of any Preliminary Official Statement and Official Statement and are subject to and may be held liable under federal or state securities laws for misleading or incomplete disclosure. To the extent permissible by law, you agree to indemnify and hold us harmless against any losses, claims, damages or liabilities to which we may become subject under federal or state law or regulation insofar as such losses, claims, damages or liabilities (or actions in respect thereof) arise out of or are based upon omission or alleged omission to state in the disclosure document a material fact required to be stated therein or necessary to make the statements therein not misleading; and will reimburse us for any legal or other expenses reasonably incurred by us in connection with investigating or defending any such loss, claim, damage, liability or action.



## RBC Dain Rauscher

Suite 670  
600 Corporate Drive  
Fort Lauderdale, FL 33334  
(954) 489-5068  
(954) 489-5070 Fax

5. **Fees and Expenses.** In connection with the services provided to the District by RBC Dain Rauscher, you agree that our hourly fee will be computed as shown on the "Fee Schedule" attached hereto. Our fee does not include and we will be entitled to reimbursement from you for any actual "out-of-pocket" expenses incurred in connection with the provision of our services, including reasonable travel expenses or any other expenses incurred on your behalf. These fees and expenses will be due and payable when presented to the District. RBC Dain Rauscher agrees that the expenses charged to the District will not exceed the rates in Section 112.061, Florida Statutes, as amended.
6. **Investment of Funds.** If the District directs RBC Dain Rauscher to invest funds for the District, RBC Dain Rauscher will negotiate and be entitled to a customary and reasonable fee for such investment services. The investment of funds is not covered by the hourly fee schedule and will be charged on a per transaction basis.
7. **Term of Agreement.** This term of this Agreement shall be from three (3) years from the date hereof, however, this Agreement may be terminated by either party upon 30 days written notice. If neither party provides written termination prior to the end of the Term, this Agreement will automatically renew for one year terms until terminated. Paragraph 5 (insofar as it concerns reimbursable expenses) survives any termination of this Agreement.
8. **Personnel and Conflict of Interest.** The parties anticipate that the bulk of the advisory services will be provided by Warren N. "Nate" Eckloff, Managing Director, and Julie A. Turner, Principal. If RBC Dain Rauscher intends to replace these persons, it shall provide reasonable notice to the District, including information sufficient to allow the District to determine whether the replacement personnel are satisfactory to the District. This Agreement is entered into with the understanding that RBC Dain Rauscher has no conflict of interest with any party associated with the District's proposed financing. In the event a potential conflict of interest should arise, RBC Dain Rauscher will immediately advise the District of the nature of the potential conflict of interest and all facts necessary for the District to determine whether the potential conflict of interest is a matter affecting the decision to continue using the services of RBC Dain Rauscher. Further, RBC Dain Rauscher agrees that its officers and employees involved in this engagement recognize and will be required to comply with the standards of conduct relating to public officers and employees as delineated in Section 112.313, Florida Statutes, regarding, but not limited to, solicitation or acceptance of gifts; doing business with one's agency; unauthorized compensation; misuse of public position, conflicting employment or contractual relationship; and disclosure or use of certain information.
9. **Invoices.** RBC Dain Rauscher will invoice the District on a monthly basis for services performed in the preceding month. All invoices will be supported by narrative time sheets listing, with respect to each block of time: the name of the person providing the services; a brief description of the services provided; if the services consist of a meeting or phone call, the names of the other participants; the time spent, rounded up to the nearest 0.1 hour.



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10. **Documents.** RBC Dain Rauscher will provide copies of documents it generates in the course of providing services to the District promptly upon the District's request.
11. **Governing Law.** This Agreement shall be governed by the laws of the State of Florida. The parties agree that venue will lie in the appropriate court or before the appropriate administrative body in Monroe County, Florida.
12. **Non-Waiver of Immunity.** Notwithstanding the provisions of Sec. 768.28, Florida Statutes, the participation of the District in this Agreement and the acquisition of any commercial liability insurance coverage, self-insurance coverage, or local government liability insurance pool coverage shall not be deemed a waiver of immunity to the extent of liability coverage, nor shall any contract entered into by the District be required to contain any provision for waiver.
13. **Non-Discrimination.** RBC Dain Rauscher agrees that there will be no discrimination against any person, and it is expressly understood that upon a determination by a court of competent jurisdiction that discrimination has occurred, this Agreement automatically terminates without any further action on the part of any party, effective the date of the court order. RBC Dain Rauscher agrees to comply with all Federal and Florida statutes, and all local ordinances, as applicable, relating to nondiscrimination. These include but are not limited to: (1) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin; (2) Section 504 of the Rehabilitation Act of 1973, as amended (20 U.S.C. § 794), which prohibits discrimination on the basis of handicap; (3) The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (4) The Drug Abuse Office And Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (5) The Comprehensive Alcohol Abuse And Alcoholism Prevention, Treatment and Rehabilitation Act of 1970 (P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse or alcoholism; (6) The Public Health Service Act of 1912, §§ 523 and 527, (42 U.S.C. 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (7) The Americans With Disabilities Act of 1990 (42 U.S.C. § 1201 Note), as may be amended from time to time, relating to nondiscrimination on the basis of disability; (8) The Florida Civil Rights Act of 1992, (Chapter 760, Florida Statutes, and Section 509.092, Florida Statutes), as may be amended from time to time, relating to nondiscrimination; (9) The Monroe County Human Rights Ordinance (Chapter 13, Article VI, Sections 13-101 through 13-130), as may be amended from time to time, relating to nondiscrimination; and (10) any other nondiscrimination provisions in any federal or state statutes or local ordinances which may apply to the parties to, or the subject matter of, this Agreement.
14. **Cooperation.** In the event any administrative or legal proceeding is instituted against the District relating to the formation, execution, performance, or breach of this Agreement, the RBC Dain Rauscher agrees to participate, to the extent required by the District, in all proceedings, hearings, processes, meetings, and other activities related to the substance of this



**RBC  
Dain Rauscher**

Suite 670  
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Agreement or provision of the services under this Agreement. No party to this Agreement shall be required to enter into any arbitration proceedings related to this Agreement.

15. **No Personal Liability.** No covenant or agreement contained herein shall be deemed to be a covenant or agreement of any member, officer, agent or employee of the District in his or her individual capacity, and no member, officer, agent or employee of the District shall be liable personally on this Agreement or be subject to any personal liability or accountability by reason of the execution of this Agreement.
16. **Insurance.** During the term of this Agreement, RBC Dain Rauscher will carry and maintain in full force and effect the following insurance coverages.
  - A. Commercial General Liability coverage with no less than the following limits of liability:
    1. Single Limit Bodily Injury & Property Damage Each Occurrence: \$1,000,000
    2. Annual Aggregate: \$1,000,000
    3. Personal Injury, Annual Aggregate: \$1,000,000
  - B. Comprehensive Automobile Liability  
Single Limit Bodily Injury & Property Damage Each Occurrence \$1,000,000  
Coverage shall include owned, hired, and/or non-owned vehicles.
  - C. The District must be named as an additional insured for the Automobile and Commercial General Liability coverage.
  - D. Professional Liability with limits not less than \$1,000,000.
  - E. Workers' Compensation Insurance shall be maintained during the life of this Contract to comply with statutory limits for all employees.
17. **Miscellaneous Provisions.** This Agreement is submitted in duplicate originals. Your acceptance of this Agreement will occur upon the return of one original executed by an authorized District representative, and you hereby represent that the signatory below is so authorized. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of the Agreement, which shall remain in full force and effect. This Agreement constitutes the entire agreement between the parties as to the subject matter thereof and supersedes any prior understandings or representations. This Agreement may be amended or modified only by a writing signed by both parties. This Agreement is solely for the benefit of you and RBC Dain Rauscher, and no other person. RBC Dain Rauscher may not assign this Agreement without your prior written consent.



**RBC**  
**Dain Rauscher**

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Respectfully submitted,

RBC Dain Rauscher Inc.

By

Nate Eckloff  
Nate Eckloff  
Managing Director

Dated:

JULY 12, 2005

**ACCEPTANCE**

ACCEPTED on behalf of the Key Largo Wastewater Treatment District this \_\_\_\_\_ of July, 2005.

By

Charlie Brooks  
Charlie Brooks  
Chairman

Attest:

By \_\_\_\_\_

Name \_\_\_\_\_

Title \_\_\_\_\_

Date \_\_\_\_\_

cc: Chuck Fishburn  
Tom Dillon  
Julie Turner



**RBC  
Dain Rauscher**

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### **FEE SCHEDULE**

In consideration for the financial advisory services rendered by RBC Dain Rauscher, the District agrees that our fee will be as follows:

<u>Title</u>	<u>Fee Per Hour</u>
Managing Director	\$150.00
Principal/Vice President	\$135.00
Associate/Financial Analyst	\$ 90.00
Administration	\$ 50.00

Our fee will be capped at \$29,500 per issue of Obligations. For work not involving an issuance of Obligations, the hourly fee will be paid without consideration as to a cap.

RBC Dain Rauscher will bill the District at Closing for each issue of Obligations as well as any out-of-pocket expenses incurred on behalf of the District. For service not related to an issuance or placement of Obligations, RBC Dain Rauscher will bill the District quarterly for hours worked and for out-of-pocket expenses.





**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 5

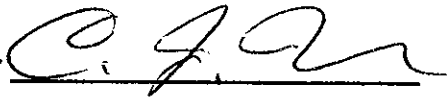
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|---|---|
| <p><input type="checkbox"/> PUBLIC HEARING</p> <p><input type="checkbox"/> DISCUSSION</p> <p><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM</p> <p><input type="checkbox"/> STATUS REPORT</p> | <p><input type="checkbox"/> RESOLUTION</p> <p><input type="checkbox"/> BID/RFP AWARD</p> <p><input type="checkbox"/> CONSENT AGENDA</p> |
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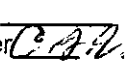

**SUBJECT:** Haskell deductive Change Order #7 (Fluidyne direct purchases)

**RECOMMENDED MOTION/ACTION:** Authorization for the General Manager to execute Haskell deductive Change Order #7.

Approved by General Manager

Date: 7-14-05



<b>Originating Department:</b> Finance	Costs: \$726,841.96 Credit Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input checked="" type="checkbox"/> Finance 	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.		Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This change order corrects the Schedule of Values, reducing the total Haskell contract amount to reflect direct purchase of the Fluidyne secondary treatment plant by the District.

Key Largo Trailer Village Project

HASKELL CHANGE ORDER #7

FLUIDYNE DIRECT MATERIALS PURCHASE

Fluidyne amount originally carried	\$556,300	
Escalation amount	<u>52,761</u>	
Escalated Fluidyne Materials Cost	609,061	
Aerobic digester modification (Haskell cost)	<u>30,955</u>	
Total Fluidyne materials (taxable)		<b>\$640,016</b>
Fluidyne field service (non-taxable)		<b>48,350</b>
Sales Tax Credit		
\$5,000 @ 7.5%	375	
\$635,016 @ 6.0%	<u>38,101</u>	
Total Sales Tax		<b>38,476</b>
Total Fluidyne Deductive Change Order		<b><u>\$726,842</u></b>

**CHANGE ORDER AGREEMENT**  
**Key Largo Wastewater Treatment District**

Contract No.:	<b>Design-Build Wastewater Treatment System</b>	Change Order No.:
	<b>Key Largo Trailer Village Area</b>	007
	<b>(The Haskell Company)</b>	

The following changes to the Contract are hereby made part of the Contract Documents.

I.	ORIGINAL CONTRACT PRICE	\$ 7,970,000.00
	Price of all previous Change Orders	\$ 280,728.00
	PRICE of this Change Order	\$ -726,841.96
	The Current Contract Price including this Change Order	\$ 7,523,886.04

II.	ORIGINAL CONTRACT COMPLETION DATE	
	Original Substantial Completion Date	August 1, 2005
	Total of all previous Contract Time Adjustments	225 Days
	Contract Time Adjustment this Change Order	0 Days
	Revised Contract Time	N/A
	Revised Substantial Completion Date	March 15, 2006

III. WORK CHANGED BY THIS CHANGE ORDER

Item	Change Proposal	Issue	Description	Cost
1		01-020	Fluidyne Material (Taxable)	\$-640,016.00
			Fluidyne Field Service (Non-Taxable)	\$-48,350.00
			Sales Tax	\$-38,475.96
			<i>The amount of this deductive modification was reached by using the escalated material cost of \$609,061 plus mod #1 for additional Haskell cost (\$30,955) to reach the amount of \$640,016. Sales tax was credited at 7.5% on the first \$5,000 and 6% thereafter. No tax was credited on non-taxable field service.</i>	
			<b>Change Order Total</b>	<b>\$-726,841.96</b>

- ) All requirements of the original Contract Documents shall remain in full force and effect except as modified herein. Work or services affected by this Change Order are subject to all provisions of the original Contract Documents not specially changed by this Change Order. Both parties reserve all rights, claims and defenses they have related to or concerning price escalation of the equipment that is the subject of this deductive change order.

**ACCEPTED BY THE HASKELL COMPANY:**

\_\_\_\_\_

William T. English  
Title: Project Manager      Date: \_\_\_\_\_

**APPROVED BY KLWTD:**

\_\_\_\_\_

\_\_\_\_\_  
Title: \_\_\_\_\_ Date: \_\_\_\_\_



KEY LARGO WASTEWATER TREATMENT DISTRICT  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 6

- |   |   |
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| <p><input type="checkbox"/> PUBLIC HEARING</p> <p><input type="checkbox"/> DISCUSSION</p> <p><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM</p> <p><input type="checkbox"/> STATUS REPORT</p> | <p><input type="checkbox"/> RESOLUTION</p> <p><input type="checkbox"/> BID/RFP AWARD</p> <p><input type="checkbox"/> CONSENT AGENDA</p> |
|---|---|

**SUBJECT:** Haskell deductive Change Order #8 (Airvac direct purchases)

**RECOMMENDED MOTION/ACTION:** Authorization for the General Manager to execute Haskell deductive Change Order #8

Approved by General Manager

Date: 7-14-05

<b>Originating Department:</b> Finance	Costs: \$584,048.30 Credit  Funding Source:  Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <i>[Signature]</i> <input checked="" type="checkbox"/> Finance <i>[Signature]</i>	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____  Please initial one.

**Summary Explanation/Background:** This change order corrects the Schedule of Values, reducing the total Haskell contract amount to reflect direct purchase of Airvac equipment and materials by the District.

Key Largo Trailer Village Equipment Cost Comparison				
Quantity	AIRVAC 5/05	Quantity	AIRVAC 12-04	ROEVAC 2002
1	\$2,096.00	1	\$2,070.00	Valve Pits 6' Deep \$1,675.00
131	\$274,576.00	131	\$271,170.00	\$219,425.00
1	\$150.00	1	\$150.00	Anti-Floatation Collar Included
131	\$19,650.00	131	\$19,650.00	Included
1	\$72.00	1	\$72.00	Flex Connector \$72.00
131	\$9,432.00	131	\$9,432.00	\$9,432.00
1	\$231,866.00	1	\$221,000.00	Vacuum Skid Station \$145,000.00
1	\$0.00	1	\$19,000.00	Test Equipment \$19,000.00
	\$535,524.00		\$540,252.00	Sub Total \$392,857.00
	\$40,164.30		\$40,518.90	Sales Tax \$29,464.28
1	\$8,360.00	1	\$0.00	Freight \$0.00
	\$584,048.30		\$580,770.90	Equipment Total \$422,321.28
	<b>\$161,727.03</b>	1	<b>\$158,449.63</b>	Material Increase

Engineering	\$19,200.00		
Markup	\$9,046.35		
Bonds & Ins	\$4,549.86		
Subtotal	\$32,796.21		
<b>Total</b>	<b>\$194,523.24</b>		

**CHANGE ORDER AGREEMENT**  
**Key Largo Wastewater Treatment District**

Contract No.:	<b>Design-Build Wastewater Treatment System</b>	Change Order No.:
	<b>Key Largo Trailer Village Area</b>	008
	<b>(The Haskell Company)</b>	

The following changes to the Contract are hereby made part of the Contract Documents.

I.	ORIGINAL CONTRACT PRICE	\$ 7,970,000.00
	Price of all previous Change Orders	\$ -446,113.96
	PRICE of this Change Order	\$ -584,048.30
	The Current Contract Price including this Change Order	\$ 6,939,837.74

II.	ORIGINAL CONTRACT COMPLETION DATE	
	Original Substantial Completion Date	August 1, 2005
	Total of all previous Contract Time Adjustments	225 Days
	Contract Time Adjustment this Change Order	0 Days
	Revised Contract Time	N/A
	Revised Substantial Completion Date	March 15, 2006

III. WORK CHANGED BY THIS CHANGE ORDER

Item	Change Proposal	Issue	Description	Cost
1		01-020	Deductive Modification for KLWTD purchased equipment furnished by AIRVAC.  <i>The amount of this deductive modification was reached by using the ROEVAC number originally carried (\$422,321.28) plus the material increase amount from change order #6 (\$161,727.02) to switch manufacturers to AIRVAC.</i>	\$-584,048.30
			<b>Change Order Total</b>	<b>\$-584,048.30</b>



— ) Work or services affected by this Change Order are subject to all provisions of the original Contract Documents not specially changed by this Change Order.

**APPROVED BY KLWTD:**

Title: Project Manager      Date: 7/14/05

Date:



**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 7

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA


☐ Other:

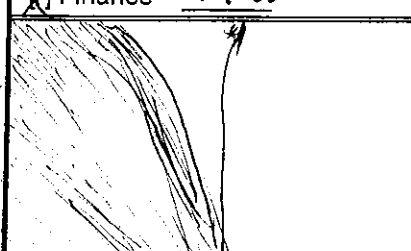
SUBJECT: Rule Change Log #4, Article IX Fees and Charges Section 9.01 System Development Fee (SDC) (15)

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 7-15-05



<b>Originating Department:</b> General Manager	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Change Log No. 4
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <u>TD</u> <input checked="" type="checkbox"/> General Manager <u>CG:2</u> <input checked="" type="checkbox"/> Finance <u>MW</u>	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This is the second meeting for System Development Charges. Staff recommends the fees outlined in this rule change.

**Resulting Board Action:**


☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

**Key Largo**  
**Wastewater Treatment District**  
 PO Box 491  
 Key Largo Monroe Co. Florida 33037  
 305-451-5105  
 www.KLWTD.net



**Board of Commissioners**  
 Charles Brooks  
 Gary Bauman  
 Andrew Tobin  
 Glenn Patton  
 Claude Bullock

Gen. Mgr. Chuck Fishburn - Clerk Carol Simpkins - Finance Dir. Martin Waits

## Rules & Regulations Change Form

Date: July 14, 2005

Rule Change Log # 4

Agenda item # 7 July 20, 2005 Action

Submitted by Commissioner Glenn Patton

KLWTD Com Glenn Patton - In my opinion, the PRMG Report has established a reasonable and fair System Development Charge the will be fair to both the residents and commercial properties in the District...As proposed below;

### Present Rule KLWTD

#### **Article IX Fees and Charges**

Section 9.02 System Development Fee (SDC) (15)

### Proposed Rule or Change

#### **Article IX Fees and Charges**

Section 9.02 System Development Fee (SDC) (15)

(15) The initial SDC for the Key Largo Wastewater Treatment District Service Area will be calculated as follows;

(i) ~~For Residential Wastewater Service to a facility consisting of 5 or fewer Dwelling Units, the sum of:~~

- 1) \$1,700 per Dwelling Unit for the Wastewater Treatment Plant (WWTP) Capacity
- 2) \$1,000 per Dwelling Unit for the Force Main - Pipe Capacity
- 3) \$2,070 for connection to the Wastewater System

(ii) ~~For Non-Residential Wastewater Service to a facility consisting of 6 or more Dwelling Units, the sum of:~~  
 Residential Wastewater Service, the sum of:

- 1) \$1,700 per EDU for the Wastewater Treatment Plant (WWTP) Capacity
- 2) \$1,000 per EDU for the Force Main - Pipe Capacity

- 3) \$2,070, or actual cost of connection, whichever is greater, for connection to the Wastewater System.
- (iii) For purposes of calculating SDC's, a laundromat shall be counted as one EDU, regardless of actual historic water consumption. A laundromat is a business that provides commercial self-service and non-self-service laundry facilities to the public, consisting of washing machines, dry cleaning machines, and clothing dryers, in any combination.
- (iv) Wastewater Service to hotels, motels, and facilities regulated under Chapter 513, F.S., and other similar facilities is Non-Residential Wastewater Service.
- (v) The initial SDC rates shall be increased annually according to the Consumer Price Index.

### **Financial Impact of Proposed Rule or Change – input by PRMG**

The rate below is consistent with other SDC's in Monroe Co. Also, the total cost of providing a Wastewater system per EDU is \$10,000+, so the residential properties are getting a major improvement for less than 50% of the actual capital cost of the improvement.

#### **Residential (not condo)**

1 EDU

	<b>PRMG Proposal</b>
<b>Connection/Collection System Charge</b>	<b>\$ 2,070</b>
No. of Connections	1
<b>Total Connection</b>	<b>\$ 2,070</b>
<b>Capacity Charge</b>	<b>\$ 2,700</b>
Factor (EDUs based on flow)	1
<b>Total Capacity Charge</b>	<b>\$ 2,700</b>
<b>Total Connection + Capacity</b>	<b>\$ 4,770</b>

### **People Most Effected by Proposed Rule or Change**

KLWTD Com Glenn Patton - In my opinion, the commercial properties in the District will be treated fairly, because they will be paying for the specific System Development components that they impact and use. The commercial properties will be paying for the WWTP capacity, the transmission/force main capacity and only the actual cost of the connection/collection system that is required to get their wastewater into the system...

	<b>PRMG Proposal Proposed in this rule change</b>	<b>Charges based on EDUs Not proposed</b>
<b>Connection/Collection Charge</b>	<b>\$ 2,070</b>	<b>\$ 2,070</b>
No. of Connections	1	182
<b>Total Connection</b>	<b>\$ 2,070</b>	<b>\$376,740</b>
	or Actual Cost of Connection	
<b>Capacity Charge</b>	<b>\$ 2,700</b>	<b>\$ 2,700</b>
Factor (EDUs based on flow)	182	182
<b>Total Capacity Charge</b>	<b>\$ 491,400</b>	<b>\$ 491,400</b>
<b>Total Connection + Capacity</b>	<b>\$ 493,470</b>	<b>\$ 868,140</b>

## Precedent Affected by Proposed Rule or Change – input by

Other SDCs are similar in Monroe Co.

## General Impact of Proposed Rule or Change

The following is a direct quote from the PRMG Report page 4-9...

### **Assessment program**

To avoid burdening new customers with a large upfront payment of the combined system development charges, the KLWTD has expressed interest in developing a twenty-year assessment program. At each customer's discretion, in lieu of the upfront system development charges, an annual non-ad valorem assessment would be charged through the Monroe County Property Appraiser and billed as part of the annual property tax bill. Based on the estimated cost of borrowed funds for KLWTD, the annual assessment for a typical single-family residential customer would be approximately \$348.00 per year over a twenty-year period as calculated below:

#### **Estimate of Annual Assessment**

Capacity Charge	\$2,700
Extension Charge	<u>2,070</u>
Total	\$4,770
Annual Amortization [1]	\$328.08
Plus: Administrative Costs [2]	<u>6.56</u>
Subtotal	\$334.64
Adjustment for Allowable Discounts [3]	<u>13.39</u>
Total Annual Assessment Before Discount	
Discount	\$348.03
Assessment Amount per Month	<u>\$29.00</u>

[1] Based on 20 year amortization at 3.25% annual interest rate.

[2] Amount reflects estimated 2.0% administrative cost for preparation of assessment roll.

[3] Amount reflects inclusion of 4.0% to account for property owners paying tax bill early and receiving 4.0% discount.

Therefore, the monthly cost of the total system development charges for a typical single-family residential customer would be approximately \$29.00 per month over twenty years.

## Legal Considerations – input by District Counsel

## KLWTD Managers – Recommendation and Rationale

Date \_\_\_\_\_  
KLWTD Board Action

Approved Proposed Rules \_\_\_\_\_

With the following amendments;

Vote

C. Brooks

G. Bauman

A. Tobin

C. Bullock

G. Patton

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_





**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 8

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

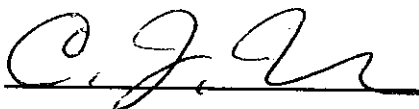
☐ Other:

SUBJECT: Rule Change Log #5, Article IX Fees and Charges, Section 9.04 Monthly Customer Fees

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 7-15-05



<b>Originating Department:</b> General Manager	Costs: \$  Funding Source:  Acct. #	<b>Attachments:</b> Change Log No. 5
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <u>JD</u> <input checked="" type="checkbox"/> General Manager <u>CGJ</u> <input checked="" type="checkbox"/> Finance <u>MW</u>	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____:  Please initial one.

**Summary Explanation/Background:** This is the second meeting for monthly fees. Staff recommends the fees outlined in this rule change.

**Resulting Board Action:**

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



## Rules & Regulations Change Form

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Date: July 20, 2005

Rule Change Log # 5

Agenda item # 8 July 6, 2005 Discussion July 20, 2005 Action

Submitted by Commissioner Glenn Patton

KLWTD Com Glenn Patton - In my opinion, the PRMG Report has established a reasonable and fair Monthly Customer Rate Charge the will be fair to both the residents and commercial properties in the District...As proposed below;

### Present Rule KLWTD

#### **Article IX Fees and Charges**

##### ***Section 9.04 Monthly Customer Fees.***

(1) Base Facility Charge:

- (i) Residential (Single Unit) Wastewater Service (other than Senior Citizens/Disabled American Veteran Wastewater Service): tbd
- (ii) Senior Citizens/Disabled American Veteran Wastewater Service): tbd
- (iii) All other classes of Service: tbd

(2) Wastewater Flow Charge. The Wastewater Flow Charge is the monthly charge per thousand gallons of wastewater flow, based on metered water consumption, billed in 1000 gallon increments:

- (i) Single Family Residential: \$tbd ptg billed up to a maximum 12,000 gallons of metered water consumption per month
- (ii) All other classes of service: \$tbd ptg for all metered water consumption
- (iii) All metered water use will be billed the Wastewater Flow Charge except that no Wastewater Flow Charge will be applied to water use from a separately metered irrigation account.
- (iv) The Wastewater Flow Charge for Customers with Alternative Water Supply Customers with Wastewater Service whose source of potable water is an alternative water supply (other than Florida Keys Aqueduct Authority) will be charged a fixed Monthly Charge for wastewater service in the amount of: \$tbd

## Proposed Rule or Change

### Article IX Fees and Charges

#### Section 9.04 Monthly Customer Fees.

(3) Base Facility Charge applicable to all Customers::

(i) Wastewater Service Base Facility Charge - \$33.60 per EDU per month

(4) Wastewater Flow Charge. The Wastewater Flow Charge is the monthly charge per thousand gallons of wastewater flow, based on metered water consumption, billed in 1,000 gallon increments:

(i) Residential Wastewater Service: \$5.27 per thousand gallons (ptg) billed up to a maximum 12,000 gallons of metered water consumption per month

(ii) All other classes of service: \$5.27 per thousand gallons (ptg) for all metered water consumption.

(iii) All metered water use will be billed the Wastewater Flow Charge except that no Wastewater Flow Charge will be applied to water use from a separately approved metered irrigation or approved exempt metered account.

(iv) The Wastewater Flow Charge for Residential Customers with Wastewater Service whose source of potable water is an alternative water supply (other than Florida Keys Aqueduct Authority) will be charged a fixed Monthly Charge for wastewater service in the amount of: \$44.14

#### Financial Impact of Proposed Rule or Change – input by PRMG

##### Residential Rate

Usage (Kgals)	Base Rate	Usage Charge	Total Bill [1]	# of Bills [2]	
				%	Cumulative
0	\$33.60	\$0.00	\$33.60	15.1%	15.1%
1	33.60	5.27	38.87	25.0%	40.1%
2	33.60	10.54	44.14	14.9%	55.0%
3	33.60	15.81	49.41	13.4%	68.4%
4	33.60	21.08	54.68	10.2%	78.6%
5	33.60	26.35	59.95	7.1%	85.7%
6	33.60	31.62	65.22	4.9%	90.6%
7	33.60	36.89	70.49	3.1%	93.7%
8	33.60	42.16	75.76	3.1%	96.9%
9	33.60	47.43	81.03	0.8%	97.6%
10	33.60	52.70	86.30	1.1%	98.7%
11	33.60	57.97	91.57	0.9%	99.7%
12	33.60	63.24	96.84	0.3%	100.0%

## Example Monthly Commercial Bill

### 10 EDUs

Usage (Kgals)	Base Rate	Usage Charge	Total Bill [1]	Average Rate per 1000 Gallons
0	\$340.00	\$0.00	\$340.00	N/A
1	340.00	5.30	345.30	\$345.30
10	340.00	53.00	393.00	39.30
20	340.00	106.00	446.00	22.30
30	340.00	159.00	499.00	16.63
40	340.00	212.00	552.00	13.80
50	340.00	265.00	605.00	12.10
100	340.00	530.00	870.00	8.70

## People Most Affected by Proposed Rule or Change

### Precedent Affected by Proposed Rule or Change – input by PRMG

Page 3-4 of the PRMG Report May 31,05

Based on the projected net revenue requirement, the wastewater rates effective for the initial operations of the KLWTD wastewater facilities are proposed as follows:

#### **Proposed Wastewater Rate Schedule Effective Fiscal Year 2006 [1]**

AVAILABILITY CHARGE (Per EDU)	
All Customer Classes	\$33.60
VOLUMETRIC CHARGE (Per 1,000 Gallons)	
Residential, Individually Metered	
<u>Monthly Usage Range (Gallons)</u>	
0-12,000	\$5.27
Above 12,000 Gallons	0.00
Commercial and Master Metered Residential	
All Usage Levels	\$5.27

[1] Rates shown reflect initial wastewater service for the 183,000 gpd KLWTD wastewater facility. After the initial year of operations, the above rates should be adjusted by the annual change in the Consumer Price Index (CPI) as published by the U.S. Department of Labor. Such small annual adjustments reflect annual increases in costs that the KLWTD will face due to the effects of inflation.

Table 3-4 at the end of this section contains a summary of monthly residential bills by usage level. Based on the historical usage history for those individually metered residential customers that will receive initial service, approximately 55.0% use 2,000 gallons or less per month and would receive a monthly wastewater bill of \$44.14 per month or less under the proposed rates above. This amount does not include the payment of the system development charges through the assessment program discussed in Section 4 of this report. As discussed in Section 4, for those customers choosing to pay their system development charges through the assessment program, the typical residential assessment on a monthly basis is approximately \$29.00.

**General Positive Impact of Proposed Rule or Change**

None

**General Negative Impact of Proposed Rule or Change**

None known

**Legal Considerations – input by District Counsel**

**KLWTD Managers – Recommendation and Rationale**

Staff recommends \$33.60 per month base charge and \$5.27/1000 gal usage charge. These rates are required to meet the District's projected wastewater revenue requirements for the next five years.

Date \_\_\_\_\_

KLWTD Board Action

Approved Proposed Rules \_\_\_\_\_

) With the following amendments;

Vote

C. Brooks

G. Bauman

A. Tobin

C. Bullock

G. Patton

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KEY LARGO WASTEWATER TREATMENT DISTRICT  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

**SUBJECT:** WA for Sexton Cove/Lake Surprise Transmission Lines

**RECOMMENDED MOTION/ACTION:** Approval

**Approved by General Manager**

**Date:** 7-15-05

<b>Originating Department:</b> Engineering	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b>
<b>Department Review:</b> <input checked="" type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

**Summary Explanation/Background:** The Sexton Cove/Lake Surprise force main work authorization for CPH Engineers has been finalized between Staff & CPH Engineers. Staff recommends approval of this work authorization.

**Resulting Board Action:**

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

## Work Authorization No. 1

### Professional Services Agreement Between the

Key Largo Wastewater Treatment District Utility District, a legal entity and public body  
created by Chapter 02-337, Laws of Florida, 2003

And

CPH Engineers, Inc.

A. Summary of Services to be Rendered

All required services for the forcemain along the US 1 Corridor north of the  
WWTP and the sewerage collection systems for the commercial section MM  
104 to MM105 (Gulf side); more fully described in the attached proposal.

B. Project Cost

Not to exceed fee of \$214,914.00. Fee schedule is attached and includes  
survey subconsultant and soils subconsultant.

C. Schedule:

Schedule attached.



CPH Engineers,  
Terry M. Zaudtke, P.E., DEE  
Chief Operating Officer

KLWTD Chairman

Certification that Sufficient Funds are Available:

Financial Officer

Director of Operations



## Work Authorization No. 1

Professional Services Agreement  
Between the

Key Largo Wastewater Treatment District Utility District, a legal entity and public body  
created by Chapter 02-337, Laws of Florida, 2003

And

CPH Engineers, Inc.

A. Summary of Services to be Rendered

All required services for the forcemain along the US 1 Corridor north of the  
WWTP and the sewerage collection systems for the commercial section MM  
104 to MM105 (Gulf side); more fully described in the attached proposal.

B. Project Cost

Not to exceed fee of \$104,220.00. Fee schedule is attached.

C. Schedule:

Schedule attached.

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CPH Engineers,  
Terry M. Zaudtke, P.E., DEE  
Chief Operating Officer

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KLWTD Chairman

Certification that Sufficient Funds are Available:

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Financial Officer

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Director of Operations

## **Forcemain Design Scope**

### **SECTION 1 - GENERAL**

#### **1.0 General**

The purpose of this proposal is to authorize the Engineer to prepare design complete construction documents and assist the Owner in the permitting process for the forcemain along US 1. The forcemain design will be based on flows for each connection as previously determined by other consultants and verified by CPH. KLWTD and/or their engineer will provide us with the data and information available to date for this project. We will evaluate the information for incorporation into the design to determine the line size needed along the forcemain route. We will evaluate flows and inform the District of any recommended changes to the Concept Design.

As part of the design process, we will provide recommendations as to the optimum method of connection (either direct connection to the forcemain through a lift station or connection through a basin collection system). We will design appropriate connection points for each direct connection and each basin collection system, including highway crossings as appropriate, to the forcemain. The scope of work does not include design of any basin collection system or lift station, whether for commercial or residential connections with the exception of the commercial area on bayside of US 1 near mile marker 104. This area consists of large commercial users intermixed with some small commercial users. We will evaluate this area and provide a recommendation for connection of the commercial properties. We will review the appropriateness of crossings, definition of basins, etc., as prepared by WEC and coordinate with KLWTD regarding any changes in the conceptual level design and incorporate approved changes in the construction documents. It should be noted for estimating purposes, 13 crossings have been included based on the conceptual plan.

We will develop a SewerCad model for the northern part of the island. Utilizing the previous data and the approximate connection points, we will develop a model that will be used to size the forcemain in accordance with normal engineering standards for forcemains and the associated flows. No new planning level studies will be performed. Sizing and flow rates will be based on existing information.

We are informed that the District's base plan is to construct the forcemain along the ocean side of U.S. 1. WE will evaluate the base plan and make a recommendation to the District as to the optimum location of the forcemain and crossings. After approval by the District, we will survey all portions of the ROW where improvements will be constructed. The survey and design fee is based on half right-of-way survey and 13 crossings. No finished floor elevations of buildings will be provided. We will only design a stub-out with a valve set at a 36 inch depth of cover for future connection.

## SECTION 2

### DETAILED DESCRIPTION OF THE SCOPE OF SERVICES

#### 2.0 Scope of Services

The Engineer will prepare Design Documents as described herein.

#### TASK 1 - 30% Submittal and Preliminary Engineering

The Engineer will gather or be provided with existing data. The Engineer has downloaded the Monroe County Master Wastewater Plan which will serve as the basis of all planning/design efforts. In addition, the District will provide us with data and information from other consultants employed by the District for this and associated projects. The Engineer will obtain record drawings from the FKAA and FDOT for the US 1 corridor. We will also contact other utilities such as the electric power company, cable, telephone and gas. We will use this information to develop the design and alignment of the forcemain. Reference is made to ASCE publication CI/ASCE 38-02, Standard Guideline for the Collection and Depiction of Existing Subsurface Utility Data (Investigation Levels A through D). This scope of services is based on providing investigations to Quality Level C standards.

We will develop a SewerCad model for the forcemain to serve the northern part of the island. Utilizing the previous data and the approximate connection points shown on the aerial provided, we will develop a model that will be used to size the forcemain in accordance with normal engineering standards for forcemains and the associated flows. Such parameters include an average daily flow (ADF) based on 167 gpd per EDU (this is the county-wide flow standard) and/or the consumptive use records based on the information supplied to us by KLWTD from the FKAA; a peaking factor for the lift station of 4.0 times the ADF; and a maximum velocity in the forcemain of 5 feet per second (fps). We will also run a time variant analysis of the forcemain system using a typical diurnal flow pattern contained within the SewerCad program. This will allow us to design the most cost effective forcemain for the available data/conditions.

Upon receipt of the survey information, the ENGINEER will prepare an analysis of the commercial tract along US 1 on the Gulf side from MM 104 +/- to MM 105 +/- . We will use the survey data to determine the topography of the area and how best to serve this area either by a small gravity system to a lift station, utilize a joint lift station with a larger user or utilize individual grinder lift stations. A letter report will be provided on our findings and approval of the recommended solution will be provided by the Owner. A field trip to investigate the area will also be required. Upon approval of the recommendation the ENGINEER will proceed with the design of a system to serve the area with a connection to the forcemain. The system will be designed to be installed within public rights of way only and we will not provide easements on private property. We will recommend any

property acquisition needs to the District. The preliminary design and submittal will include plan view only, but the final design of the gravity system from MM 104+/- to MM 105+/- will be based on plan and profile drawings at a 1"= 40' scale. We estimate five (5) sheets will be required for this area. We have listed this area as a separate task and it assumes that it will be authorized with the forcemain work.

Upon receipt of the survey information, the ENGINEER will prepare a preliminary layout of the proposed forcemain. The 30% plans submittal will be plan view only and the sheets will be utilized in a meeting with the OWNER at their offices.

As requested by the Board, an alternative price for aerial survey for the entire project has been obtained and a copy is attached.

An opinion of probable cost shall be provided by the ENGINEER at the 30% plan level.

A Design Submittal Protocol for deliverables has been included as an attachment to this Forcemain Design Scope.

#### TASK 2 – Survey and Geotechnical Investigations

- A. Survey – This work will be performed by a subconsultant of the ENGINEER. Survey shall be performed to State Standards as per Chapter 61G17-6 of the Florida Administrative Code.
- B. Geotechnical – Retain the services of a geotechnical engineer for the project. The scope will be as follows as directed by the engineer:
  - a) Mobilization of 2 person crew
  - b) Stake boring locations
  - c) Set up and maintain MOT
  - d) Obtain local permits for the work, all investigations are within FDOT ROW.
  - e) Perform borings every 1000 lineal feet to a depth of 8 feet for the forcemain and a depth of 12 feet for the gravity section.
  - f) Perform visual classification and limited laboratory testing of the soil samples obtained from the borings. Laboratory testing may include grain size, organic content and or Atterberg Limit analysis to verify visual classification of soils types.
  - g) Provide a geotechnical report which includes the following: existing site conditions, exploration, testing and sampling methods; subsurface soil conditions encountered and soil classifications; depth to groundwater at the time of exploration and estimated seasonal high groundwater levels; geotechnical design recommendations regarding design and construction of the forcemain, including bedding and backfill suitability of existing soils and trench safety; discussion of general site preparation techniques, fill compaction, etc.

### TASK 3 – Preparation of Construction Documents

- A. The ENGINEER will prepare the project construction documents in accordance with 61G15-19.001, F.A.C. These documents will include all required plan views and all necessary construction details and notes for the project. The construction documents will also include preparation of the construction specification documents for the project. The ENGINEER will submit five (5) full size sets and two (2) half size sets of construction documents to the KLWTD for review and comment at the 60% and 90% complete levels in accordance with the submittal protocol attached. The 60% plans submittal will be utilized in a review meeting with the OWNER and will include an opinion of probable construction cost. The meeting will take place in Key Largo. The 90% level of completion of the construction documents shall be at a level to allow the project to be bid. The ENGINEER will provide input to the District regarding a description of the construction work and related items for use in procurement documents.
- B. The 90% plans submittal will be utilized in a review meeting with the OWNER. The meeting will take place in Key Largo.
- C. Following the 90% review by the KLWTD, the ENGINEER will prepare and submit ten (10) sets of 100% complete construction documents. Included with this submittal will be the submission of the electronic drawing files and the technical specifications. The drawing files will be submitted in AutoCAD release 2004 format, and the technical specifications will be submitted in Microsoft Word format.
- D. The ENGINEER will submit an Engineers Opinion of Probable Construction Cost for each phase of the project based on the 30%, 60%, 90% and 100% plan sets.
- E. The Engineer will provide KLWTD with an overlay set of plans based on the 100% design construction drawings and a background from an existing aerial database (adjusted to the drawing scale). We have assumed a scale of 1"=100' for this task and double plan sheets. We have been advised that FDOT has recently flown aerials of this area (non rectified) and we will use these if available, otherwise we will use other available information. We cannot guarantee the clarity of the background aerials.

### TASK 4 - Permitting

The ENGINEER shall schedule a pre-application meeting with the associated regulatory agencies to discuss the project requirements and inform the District and the District's Engineer of the date and time. The District or its Engineer may elect to attend in person or by telephone conference. Whether District or District

staff attend or not, Engineer shall provide minutes of the meetings to the District and a summary of the findings with the 30% submittal.

The ENGINEER shall prepare and submit all required permit applications associated with the project to applicable regulatory agencies including but not limited to FDEP, FDOT, SFWMD, and Monroe County and will provide advice to the District regarding the timing of permit application submittals with the goal of obtaining permits prior to bidding. The ENGINEER shall respond to request(s) for additional information (RAI) received as a result of the submittal packages. All permit fees shall be paid by the OWNER directly to the agency.

#### TASK 5 – Bidding Assistance

The base contract identifies the required tasks for bidding services. The following tasks are included in this proposal:

- A. Provide interpretation and clarification of Contract Documents during bidding;
- B. Prepare and issue addenda as appropriate to interpret or clarify Contract Documents;
- C. Provide District with a recommendation as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the Contract Documents;
- D. Provide District with recommendation concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to award of contracts is allowed by the Contract Documents.
- E. Attendance at a single pre-bid conference.

#### TASK 6 – Construction Administration

- A. The ENGINEER has the ability to provide construction administration services and can provide a separate proposal to the District if requested.

We are providing a detailed cost proposal spreadsheet that outlines the man-hours and sub-consultant costs for each task of the project. We understand that the project is of high importance and we will do what is necessary to assist the AUTHORITY in meeting the schedule.

The forcemain design will be a stand alone project and can be bid ahead of the collection systems.

## Design Submittal Protocol – US 1 Forcemain Project

### Activity 1 – MM104 to MM105

CPH will provide a letter report for review on the proposed system to serve the commercial section on the gulf side. CPH will provide five final draft copies for distribution by KLWTD. KLWTD will review this report within seven working days and send written comments to CPH. CPH will incorporate the comments and return five final copies for final approval within seven working days of receipt.

### Activity 2 - 30% Submittal

CPH will prepare the 30% design submittal including a 30% Opinion of Probable Construction Cost. Formally transmit copies to the listed project participants for review and comment allowing seven (7) days working days for review prior to the scheduled review meeting. We assume the meeting will take place within 14 calendar days of the submittal date. No later than two working days prior to the meeting, the KLWTD General Manager will collect written review comments from the KLWTD project participants and fax or email these to CPH. Distribution of documents will be as shown below. Provide written minutes of the meeting for review within seven calendar days of the meeting. Provide written responses to the comments made during the review meeting at the next scheduled review (60%). After the 30% review, we will schedule the pre-application meeting with the required agencies, FDOT and FDEP. At this level of effort we will have the information necessary to discuss the project in a level of detail that will identify the location of the forcemain and the collection system of the commercial area.

### Activity 3 – 60 % Submittal

CPH will prepare the 60% design submittal including a 60% Opinion of Probable Construction Cost. Formally transmit copies to the listed project participants for review and comment allowing seven (7) days working days for review prior to the scheduled review meeting. We assume the meeting will take place within 14 calendar days of the submittal date. No later than two working days prior to the meeting, the KLWTD General Manager will collect written review comments from the KLWTD project participants and fax or email these to CPH. Distribution of documents will be as shown below. Provide written minutes of the meeting for review within seven calendar days of the meeting. Provide written responses to the comments made during the review meeting at the next scheduled review (90%).

### Activity 4 – 90 %

CPH will prepare the 90% design submittal including a 90% Opinion of Probable Construction Cost. Formally transmit copies to the listed project participants for review and comment allowing seven (7) days working days for review prior to the scheduled review meeting. We assume the meeting will take place within 14 calendar days of the submittal date. No later than two working days prior to the meeting, the KLWTD General Manager will collect written review comments from the KLWTD project participants and fax or email these to CPH. Distribution of documents will be as shown below. Provide

written minutes of the meeting for review within seven calendar days of the meeting. Provide written responses to the comments made during the review meeting at the next scheduled submittal (100%).

Also at the 90% level of effort, we will formally submit documents to the permitting agencies in accordance with their requirements and regulations.

#### Activity 5 – 100 % / Final

CPH will prepare the 100% design submittal including a 100% Opinion of Probable Construction Cost within 14 days of the formal review meeting for the 90% submittal. Formally transmit two copies to the KLWTD General Manager along with a written description of the resolution of the 90% comments

#### Distribution List for the above Submittals

All documents will be delivered to the KLWTD offices in Key Largo.  
The KLWTD project participants are:

- Charlie Brooks of KLWTD Board (1 Full Size Set)
- Claude Bullock of KLWTD Board (1 Full Size Set)
- KLWTD Staff (2 Full Size Sets)
- Weiler Engineering (1 Full Size Set)
- Tom Dillon – District Council (1 Half Size Set)
- District Clerk – (1 Half Size Set). This set is to be preserved as the official record of the submittal.
- CPH Engineers (1 Full Size Set)
- For final submittal (100%), three half size sets will be provided for the inspection team.
- For final submittal (100%), three full size sets of the aerial overlays will be provided for the inspection team.
- For bidding purposes, CPH will provide 10 sets of construction documents.
- Distribution for permitting agencies shall be in accordance with their requirements plus one full size set and copies for KLWTD and one full size set and copies for CPH Engineers.

#### Activity 6

The KLWTD General Manager will maintain an issue's log in which unresolved issues of importance are tracked. CPH will formally address comments in the subsequent design development submittal unless a more immediate response is required to avoid delays to the project schedule.

We have previously submitted a schedule for the project. The final schedule will be adjusted in accordance with the official Notice to Proceed date.

Should you have any questions or require further information, please do not hesitate to contact me at (407) 425-0452.



### **Aerial Survey Information**

We have obtained a price to perform aerials of the entire island. We believe that aerial survey will be the best overall solution to meet the survey requirements of this project. There are many reasons to support this and they include the following:

1. The area does not change significantly from year to year because of the limits placed on development in the area.
2. Aerial surveying will be faster than conventional surveying.
3. Aerial surveying rectification can be performed in phases as needed in the "office" once the entire site has been flown.
4. Aerial surveying will be cost effective and less expensive than the conventional surveying of the project.
5. Less cost will be expended for lodging/housing of surveyors.

The following is an explanation of the aerial surveying process:

1. Targets are set at precise locations along the route and are used to properly scale the drawings both horizontally and vertically.
2. The site is flown by the airplane and digital photos are taken. This is a one time cost of \$20,320.00.
3. The next phase is aerial triangulation and digital imagery. During this phase, the aerials are properly scaled and the topography is determined and placed on the aerial. Some field survey work is required to assist in the accurate development of the data to the actual field conditions. We recommend this as the minimum level of execution at this time for the entire island and to use this detailed aerial topography to perform the planning and preliminary engineering required for the project. The estimated cost for this is \$214,835.00, yielding a total cumulative cost of \$235,155.00.
4. The final phase involves placement of all data on the map such as ROW and visible physical structures, etc. There is additional field survey work at this point to obtain utility locations (via Sunshine One Call) and any storm piping or structures. This information is added to the aerial survey. We recommend this level only for the design of the forcemain corridor, including the commercial properties along the US 1 corridor, and the individual subdivisions of Lake Surprise, Sexton Cove, Largo Gardens and Ocean Isles Estates. The cost of providing the detailed design survey is included in the Key Largo forcemain design proposal for both the forcemain and the collection system and is an additional \$137,350.00.
5. NO dig-ups or soft digs will be performed per direction of KLWTD. Underground utilities will only be located per as-builts provided by the Owner of the Utility or as located by Sunshine One Call. Field verification will be required by the contractor prior to the start of construction activity.

**Key Largo  
US 1 Forcemain Design**

Task 1	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Meeting Expenses
	<b>30% Submittal and Preliminary Engineering</b>						
1	Gather data from previous reports and analyze for use in the design	1	4	8		2	
	a. Obtain FDOT plans						
	b. Obtain FKA plans						
	c. Obtain other utility plans						
	d. Review master plan						
	e. Review Conceptual Plan prepared by WEC and verify appropriateness of crossings and definition of basins.	8	24	24	4	2	
2	Coordinate with KLVWD for changes in Conceptual Plan	2	8	32		2	
3	Prepare SewerCad model and analyze system	2	8	32		2	
4	Analyze sewerage options and prepare design for commercial section includes field trip		8	24			\$1,000.00
5	Prepare 30% drawings and specifications submittal						
	a. Cover sheet		2		4	1	
	b. General Notes Sheet		2		4	4	
	c. Location/Key Map (2 sheets)		4	4	8	2	
	d. Plan sheets (28 anticipated at 1"=40' scale)- Single Plan and Profile	3	21	84	84		
	e. Plan and profile sheets for commercial area service 1"=40' scale (5 sheets anticipated)	2	5	20	20		
	f. Details and crossings (3 sheets)		3	12	12		
6	Submit five full size and two half size sets to staff/discuss after review in Key Largo Meeting	8	8			2	\$1,000.00
7	Prepare Opinion of Probable Cost	1	6			1	
	<b>SUBTOTAL DIRECT LABOR</b>	<b>27</b>	<b>103</b>	<b>240</b>	<b>136</b>	<b>18</b>	<b>\$1,000.00</b>

See supporting documentation for breakdown of miscellaneous expenses

<b>SUBTOTAL</b>	<b>\$43,380.00</b>
Total Labor Cost	\$43,380.00
Meeting Expenses	\$1,000.00
Misc. Expenses	\$490.70
<b>TOTAL TASK 1</b>	<b>\$43,870.70</b>

	RATE	
Principal/Project Manager	\$125.00	27
Project Engineer	\$105.00	103
EIT	\$85.00	240
CADD Tech	\$60.00	136
Secretary	\$35.00	18
Subtotal Raw Labor		<u>\$43,380.00</u>



Key L  
US 1 Force Main Design

Task 3	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Meeting Expenses
1	Preparation of Construction Documents Final Design						
	a Prepare 50% drawings and specifications						
	a Cover sheet		1		2		1
	b General Notes Sheet		1		4		1
	c Location/Key Map - two (2) sheet		1	2	4		1
	d Plan sheets (28 anticipated at 1"=40' scale) Single Plan and Profile	11	21	84	126		
	e sheets anticipated)						
	f Details (3 sheets)	2.5	5	30	30		
	g Provide quality assurance and "Constructability" review	16	3	4	4		
	h Prepare draft of technical specifications sections including Table of Contents, General Requirements, Bid Schedule, and Measurement and Payment in CSI format.	1	4	8			4
	i Prepare preliminary opinion of probable construction cost 60%	1	2	4			
	j Provide 5 full size and two half size copies to staff for review	2	2				
	k Meeting in Key Largo after review	8	8				2
	l Prepare written list of comments/submit for verification	1	2				
2	Prepare 90% drawings and specifications						\$1,000.00
	a Cover sheet						
	b General Notes Sheet		1		2		1
	c Location/Key Map - two (2) sheets		1	2	4		1
	d Plan sheets (28 anticipated at 1"=40' scale) Single Plan and Profile	7	14	56	56		
	e sheets anticipated)						
	f Details (3 sheets)	2.5	5	30	30		
	g Obtain structural subconsultant for bridge crossing design		3	4	4		
	h Provide quality assurance and "Constructability" review	16					\$7,500.00
	i Prepare technical specifications sections including Table of Contents, General Requirements, Bid Schedule, and Measurement and Payment in CSI format.						
	j Prepare preliminary opinion of probable construction cost 90%	1	16	32			40
	k Provide 5 full size and two half size copies to staff for review	1	2	4			
	l Meeting in Key Largo after review/field verification with staff	8	2				2
	m Prepare written list of comments/submit for verification	1	4				
3	Prepare 100% drawings and specifications						\$1,000.00
	Overlay 100% drawings on top of the aeriats. Scale of existing aeriats is assumed to be 1"=100' or they can be adjusted to his scale. Double plan sheets only 6 sheets. Three sets will be provided to Owner.	1	4	16	40		4
4	Miscellaneous Coordination with FDOT and other utilities in the corridor	1	6		24		
5	Prepare Preliminary Opinion of Probable Construction Cost - Final	1	16	24			8
6		1	6				1
	SUBTOTAL DIRECT LABOR	81	139	310	334	69	\$9,500.00

SUBTOTAL		\$73,525.00
Total Labor Cost		\$73,525.00
Meeting Expenses		\$2,000.00
Subconsultant		\$7,500.00
Misc. Expenses		\$1,572.50
TOTAL TASK 3		\$84,597.50

	RATE	
Project Manager	\$125.00	81
Project Engineer	\$105.00	139
EIT	\$85.00	310
CADD Tech	\$60.00	334
Secretary	\$35.00	69
Subtotal Raw Labor		\$73,525.00

**Key Largo  
US 1 Forcemain Design**

Task 4	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Meeting Expense
	<b>Permitting</b>						
1	Schedule, prepare and attend pre-application meeting with regulatory agencies and provide minutes of the	4	16			4	\$1,000.00
2	Prepare and submit FDOT ROW utilization permit application.	1	16	16	2	2	
3	Prepare and submit FDEP wastewater collection/transmission system permit application.	1	4	16	2	2	
<b>SUBTOTAL DIRECT LABOR</b>		6	36	32	4	8	\$1,000.00

<b>SUBTOTAL</b>	<b>\$7,770.00</b>
Total Labor Cost	\$7,770.00
Meeting Expense	\$1,000.00
Misc Exp.	\$557.70
<b>TOTAL TASK 4</b>	<b>\$9,327.70</b>

	RATE	
Project Manager	\$125.00	6
Project Engineer	\$105.00	36
EIT	\$85.00	32
CADD Tech	\$60.00	4
Secretary	\$35.00	8
Subtotal Raw Labor		
		\$750.00
		\$3,780.00
		\$2,720.00
		\$240.00
		\$280.00
		<u>\$7,770.00</u>

**Key Largo**  
**US 1 Forcemain Design**

Task 5	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Meeting Expense
	<b>Bidding Assistance</b>						
1	Provide interpretation and clarification of Contract Documents		8			2	
2	Prepare and issue addenda as appropriate to interpret or clarify Contract Documents		8			2	
3	Attend and assist in conducting Pre Bid Conference	8	12			2	\$1,000.00
4	Provide District with a recommendation as to the acceptability of subcontractors, suppliers and other persons and organizations proposed by the bidders for those portions of the work as to which such acceptability is required by the Contract Documents		8			2	
5	Provide District with recommendation concerning the acceptability of substitute materials and equipment proposed by bidder(s) when substitution prior to award of contracts is allowed by the Contract Documents		8			2	
6	Provide 10 full size sets for bidding and three half size sets for inspection team of the plans and overlays.	1				4	
<b>SUBTOTAL DIRECT LABOR</b>		8	44	0	0	14	\$1,000.00

<b>SUBTOTAL</b>	
Total Labor Cost	\$6,110.00
Meeting Expense	\$6,110.00
Misc. Expenses	\$1,000.00
<b>TOTAL TASK 5</b>	<b>\$7,764.00</b>

	<b>RATE</b>	
Project Manager	\$125.00	8
Project Engineer	\$105.00	44
EIT/Design Engineer	\$85.00	0
CADD Tech	\$60.00	0
Secretary	\$35.00	14
Subtotal Raw Labor		
		\$1,000.00
		\$4,620.00
		\$0.00
		\$0.00
		\$490.00
		<u>\$6,110.00</u>

**Key Largo  
US 1 Forcemain Design**

Task 6	Task Description	Project Manager	Project Engineer	EIT	CADD Tech	Secretary	Subconsultant
<b>Engineering Design Services During Construction</b>							
1	Organize, attend and conduct pre-construction conference						
2	Provide 15 sets of "Conformed Documents"						
3	Provide weekly site visits for the project for the purpose of determining if the work is proceeding in accordance with the construction permit and approved plans and specifications. On-site inspections will be limited to two hours per week for the duration that the water and wastewater utilities are being installed. Engineer will advise the County of any defect or deficiency in the work. The Engineer estimates that a total eight (8) site visits will be performed. This activity is a requisite for FDEP certification. The Engineer will also provide a written monthly summary of utilities construction activities and work completed.						
4	Review shop drawings, submittals and testing for conformance						
5	Provide clarification and interpretation of the contract documents when requested. A total of five (5) RFIs are anticipated						
6	Evaluate any requests for changes to the contract up to one (1) change orders						
7	Upon request from the County, conduct substantial completion inspection/prepare punch list						
8	Prepare and provide record drawings based on field as-built data provided by the contractor or County RPR. The Engineer will provide a set of mylars, one set of signed and sealed record drawings and one set of electronic files. The Engineer will also provide a set of .tif files to the county.						
9	Prepare and submit the FDOT project certification of completion.						
10	Prepare and submit the FDEP project certification of completion for wastewater.						
<b>SUBTOTAL DIRECT LABOR</b>		0	0	0	0	0	\$0.00

See supporting documentation for breakdown of miscellaneous expenses

<b>SUBTOTAL</b>	\$0.00
<b>Total Labor Cost</b>	\$0.00
<b>Subconsultant</b>	\$0.00
<b>Misc. Expenses</b>	\$0.00
<b>TOTAL TASK 6</b>	<u>\$0.00</u>

	RATE		
Project Manager	\$125.00	0	\$0.00
Project Engineer	\$105.00	0	\$0.00
EIT/Design Engineer	\$85.00	0	\$0.00
CADD Tech	\$60.00	0	\$0.00
Secretary	\$35.00	0	\$0.00
<b>Subtotal Raw Labor</b>			<u>\$0.00</u>

### Additive Alternate - New Aerials and Aerial Survey For Entire Project

Task	Task Description	Aerial Surveyor	In-house Survey	Expenses	Totals
1	<b>Aerial Survey Investigation for Planning Purposes and Base</b>				
a	Aerial flight	\$20,320			\$20,320
b	Aerial triangulation and digital imagery Phase I	\$16,850	\$18,650	\$8,000	\$43,500
c	Aerial triangulation and digital imagery Phase II	\$22,935	\$9,750	\$4,000	\$36,685
d	Aerial triangulation and digital imagery Phase IIIa	\$29,280	\$17,400	\$8,000	\$54,680
e	Aerial triangulation and digital imagery Phase IIIb	\$45,320	\$26,650	\$8,000	\$79,970
	<b>Subtotal aerial survey investigation for planning purposes and base</b>	<b>\$134,705</b>	<b>\$72,450</b>	<b>\$28,000</b>	<b>\$235,155</b>
2	Aerial ROW Mapping and field Survey for design of forcemain	\$26,680	\$58,350	\$6,667	\$91,697
3	Aerial ROW Mapping and field Survey for design of subdivision collection systems	\$13,320	\$29,000	\$3,333	\$45,653
	<b>Totals</b>	<b>\$174,705</b>	<b>\$159,800</b>	<b>\$38,000</b>	<b>\$372,505</b>
	<b>Authorization requested at this time</b>				<b>\$372,505</b>
	<b>FUTURE SURVEY (Can be authorized now or at a future date to match design effort)</b>				
Task	Task Description	Aerial Surveyor	In-house Survey	Expenses	
4	Aerial ROW Mapping and field Survey for design of system(s) for US 1 South	\$46,600	\$29,750	\$10,000	\$86,350
5	Aerial ROW Mapping and field Survey for design of the remaining subdivision collection systems north of the WWTP	\$50,750	\$51,150	\$11,000	\$112,900
6	Aerial ROW Mapping and field Survey for design of the subdivision collection systems south of the WWTP	\$99,840	\$76,850	\$12,000	\$188,690
	<b>Totals</b>	<b>\$197,190</b>	<b>\$157,750</b>	<b>\$33,000</b>	<b>\$387,940</b>

[Note: If this Alternate is selected, the route survey scope and fee of \$51,480 will be eliminated.]



# MISCELLANEOUS EXPENSES

Key Largo US 1 Forcemain Design												
ITEM DESCRIPTION	COST	UNIT	TASK 1		TASK 2		TASK 3		TASK 4		TASK 5	
			Qty	Ext	Qty	Ext	Qty	Ext	Qty	Ext	Qty	Ext
Photocopies 8 1/2 x 11	\$0.05	Sheet	300	\$15.00			2000	\$100.00	1000	\$50.00		
Photocopies 12x 18 (half size)	\$0.20	Sheet	80	\$16.00			240	\$48.00	240	\$48.00	138	\$27.60
Standard plot	\$6.40	Sheet	40	\$256.00			120	\$768.00	40	\$256.00	40	\$256.00
Blueprinting 24" x 36"	\$0.60	Sheet	240	\$144.00			720	\$432.00	240	\$144.00	400	\$240.00
Aerial Overlay sheets	\$0.60	Sheet					24	\$14.40			60	\$36.00
Aerial overlay plots	\$6.40	Sheet					6	\$38.40			6	\$38.40
Half size plots	\$1.40	Sheet	40	\$56.00			120	\$168.00	40	\$56.00	40	\$56.00
Mileage	\$0.32	Mile										
Color Flyer 8 1/2 x 11 double sided	\$1.70	Each										
Color Plot 24" x 36"	\$36.00	Sheet										
Postage	\$0.37	Letter	10	\$3.70			10	\$3.70	10	\$3.70		
Scanned Images	\$1.10	Sheet										
Digital Camera	\$10.00	Ea Use										
Diskette	\$3.50	Disk										
Video Camera	\$15.00	Ea Use										
TOTALS				\$490.70		0	\$1,572.50			\$557.70		\$654.00

We have included four trips in the design portion at an expense cost of \$1000 per trip (30%, 60% and 90% design review meetings and one field investigation). Any additional trips required will be provided at this rate. We have also included expenses for the two regulatory agency pre-application meetings (\$500 per trip) and a pre-bid meeting at \$1000 per trip.

<b>Forcemain Design and Bidding Schedule (Revised 7/15/05)</b>		
<b>TASK</b>	<b>START DATE</b>	<b>DUE DATE</b>
Notice to Proceed	July 21, 2005	
<b>SURVEY AND DESIGN</b>		
Survey commencement	August 4, 2005	
Receipt of Survey (45 working Days)		October 6, 2005
Forcemain Design (field and background work)	July 21, 2005	
Gravity Design MM 104 to 105 (field and background work)	August 25, 2005	
30% Design/Plan Preparation	October 6, 2005	October 24, 2005
30% Plan Submittal		October 24, 2005
Review of 30% Submittal	October 26, 2005	October 30, 2005
60% Design/Plan Preparation	October 26, 2005	November 13, 2005
60% Plan Submittal		November 13, 2005
Review of 60% Submittal	November 15, 2005	November 19, 2005
90% Design/Plan Preparation	November 15, 2005	December 3, 2005
90% Plan Submittal		December 3, 2005
Review of 90% Submittal	December 5, 2005	December 9, 2005
100% Design Preparation	December 12, 2005	December 16, 2005
100% Design Submittal		December 16, 2005
<b>PERMITTING and BIDDING</b>		
Submit Permit Packages for signature		December 3, 2005
Submit Permit Packages to agencies		December 17, 2005
FDEP Permit Review	December 17, 2005	January 16, 2006
FDOT Permit Review	December 17, 2005	January 16, 2006
Respond to Requests for Additional Information	January 16, 2006	January 30, 2006
Advertise for Bids		January 30, 2006
FDEP Permit Review	February 1, 2006	March 3, 2006
FDOT Permit Review	February 1, 2006	March 3, 2006
Receive Permits		March 3, 2006
Bid Date		March 17, 2006

**Notes:**

- 1) The 30% and 60% reviews would be conducted during the design process, i.e. the work will continue while we are awaiting comments in order to expedite the process.
- 2) The 90% will be completed before preparation of the 100% drawings.
- 3) The 90% drawings will be "ready for bids".
- 4) Permit review assumes one RAI from the review agency.

**Revised for survey proposal of 6/1/05 from KLWTD and start date revision.**



**KEY LARGO WASTEWATER TREATMENT DISTRICT**  
**Agenda Request Form**

Meeting Date: July 20, 2005

Agenda Item No. 10

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

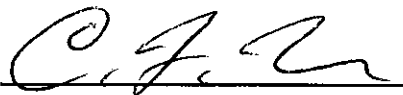
☐ Other:

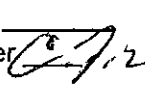
SUBJECT: Verbal KLTW & KLP Progress Report

RECOMMENDED MOTION/ACTION: No action required.

Approved by General Manager

Date: 7-15-05



<b>Originating Department:</b> Engineer	Costs: \$ Funding Source: Acct. #	<b>Attachments:</b> Current Construction map
<b>Department Review:</b> <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk	<b>Advertised:</b> Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Resulting Board Action:

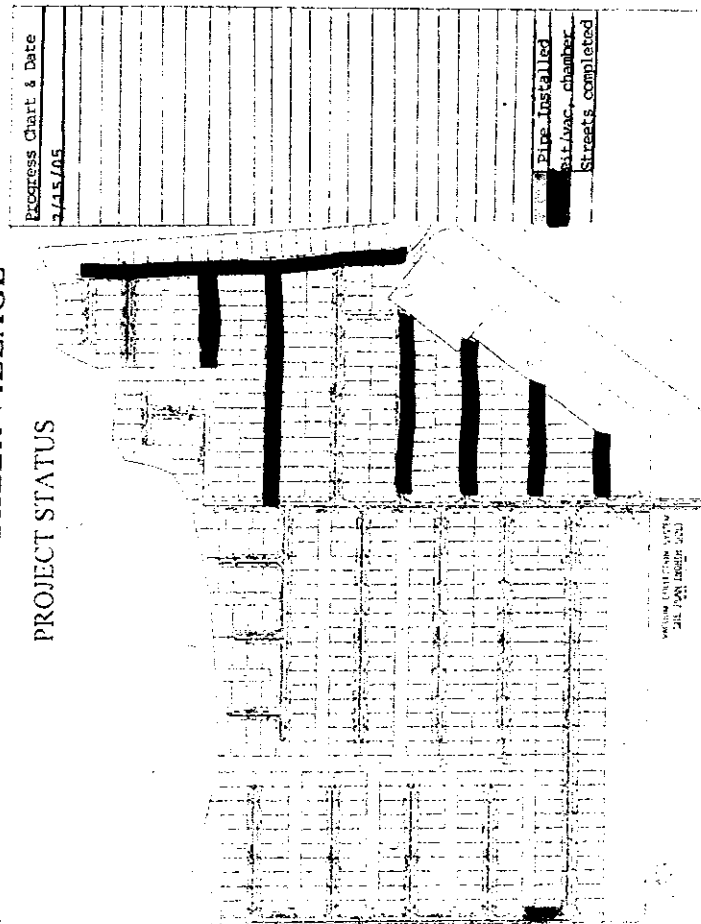
☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

## PROJECT STATUS



**NABORS, GIBLIN & NICKERSON, P.A.**

ATTORNEYS AT LAW  
THE POINTE, SUITE 1060  
2502 ROCKY POINT DRIVE  
TAMPA, FLORIDA 33607

TELEPHONE (813) 281-2222  
TELECOPY (813) 281-0129

SUITE 200  
1500 MAHAN DRIVE  
TALLAHASSEE, FLORIDA 32308  
(850) 224-4070  
TELECOPY (850) 224-4073

SUITE 500  
37 NORTH ORANGE AVENUE  
ORLANDO, FLORIDA 32801  
(407) 426-7595  
TELECOPY (407) 236-0430

July 18, 2005

**VIA ELECTRONIC MAIL**

Thomas Dillon, Esquire  
District Attorney  
Key Largo Wastewater Treatment  
District  
98880 Overseas Highway  
Key Largo, Florida 33037

Re: Key Largo Wastewater Treatment District Special Assessment  
Program

Dear Mr. Dillon:

We are providing this letter to describe our role and responsibilities in connection with the above-referenced assessment program to be implemented by the Key Largo Wastewater Treatment District (the "District"). As special assessment counsel we will assist the District and its counsel to implement the special assessment program as developed by Public Resources Management Group, Inc. ("PRMG") and described on the District's website. Such services include, but are not limited to: consultation with District staff and its financial advisor regarding overall questions of methodology, collection methods and financing requirements; as necessary, reviewing the District's enabling legislation and the rate study prepared by PRMG to ensure coordination with the assessments; reviewing the initial assessment resolution for the assessment area; reviewing the published and mailed notices; and reviewing the final assessment resolution for the assessment area.

Since it is not possible to predict the number of hours to provide the above support services, we propose to bill on an hourly basis at the rates set forth below. However, we would not incur more than \$3,500 in fees without first notifying the District in writing as to the progress and the estimated amount of effort remaining to implement the special assessments.

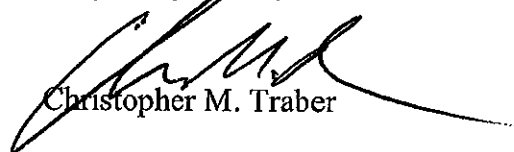
Thomas Dillon, Esquire  
District Attorney  
July 18, 2005  
Page 2

Senior Partner	\$225
Law Partner	200
Associate Lawyer	175

In addition to the above fees, we will expect to be reimbursed for all actual out-of-pocket expenses, including travel costs, photocopying at \$0.25 per page, deliveries, long distance telephone charges, filing fees, and other necessary office disbursements. Our firm bills hourly engagements on a monthly basis and provides detail with each invoice identifying the date each service was performed, a brief description of the service performed, the employee at the firm who performed the service, the number of hours billed, the rate charged per hour, and the total fee.

We look forward to working with District. If this engagement letter is acceptable to you, please have it approved in accordance with District procedures. If you or any other officials have any questions, please feel free to contact me at any time.

Very Truly Yours,



Christopher M. Traber

cc: Brian Armstrong

AUDITOR.

Motion *AUTHORIZE MARY reg GRU & Co. HENN*  
Second *GARY*

Member	Yes	No	Other
Commissioner Tobin	<i>AB,</i>		
<i>2</i> Commissioner Bauman	<i>✓</i>		
Commissioner Bullock	<i>✓</i>		
<i>1</i> Commissioner Patton	<i>✓</i>		
Chairman Brooks	<i>✓</i>		

*4/8*



FINANCIAL  
ADVISOR

Tom Reom.  
w/oat lib. ing

Motion CLAUDE

Second Glenn

Member	Yes	No	Other
Commissioner Tobin	AB.		
Commissioner Bauman	✓		
Commissioner Bullock	✓		
Commissioner Patton	✓		
Chairman Brooks	✓		

4/0

CO 7

Motion *Henn*  
Second *Claude*

Member	Yes	No	Other
Commissioner Tobin	<i>AB</i>		
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

*4/0*

CO 8

Motion *Glenn*  
Second *GARY*

Member	Yes	No	Other
Commissioner Tobin	<i>Absent</i>		
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

*4/0*

Agenda

1. Bullock - letter to Haskell

~~#10~~

2. <sup>Charles</sup> PH - moved to top of ACTION items

ANDY Do Fees FIRST

LAST 1-Thru 6

ACCEPT PROPOSAL by neighbors GIBBS - 9A  
SETTING PH. DATE 9B  
LETTER TO HASKEl 9C

Motion

Second

Member	Yes	No	Other
Commissioner Tobin			
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

Roll Call

Pledge  
5:04  
charlie

Motion

Second

Member	Yes	No	Other
Commissioner Tobin	✓		
Commissioner Bauman	✓		
Commissioner Bullock	✓		
Commissioner Patton	✓		
Chairman Brooks	✓		

Public ~~HEAR~~ Comment  
Update Website Before Meeting,  
Like Discussion The Vote next at

Motion

Second

Member	Yes	No	Other
Commissioner Tobin			
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

CPH.

TERRY here.

TAB 9

CLAUDE: Aerial is separate issue.

in future - Request Contractor Submit 3 quotes  
in can better pass on SAVINGS

Identify - PR Mgr. Terry  
Eng. David Milner - Every other meeting

PATTON - TIME FRAME - Terry Hinges on 45 wk. days to get survey then  
OK

IF had new ARIALS - Terry - on ARIAL TOTALLY Rectified - Advantage For Hole Project

Andy - may want to CK w/ FKAA For ARIALS

ED - Does NOT see VALUE OF ARIALS.

CHARLIE - WANTS TO Dig 2005 - Terry - Tough

Motion Approve Andy

Second CLAUDE

Member	Yes	No	Other
1 Commissioner Tobin	✓		
Commissioner Bauman	✓		
2 Commissioner Bullock	✓		
Commissioner Patton	✓		
Chairman Brooks	✓		

9/0

1

~~\*~~

Debate w/out chair involvement

Motion

Second

Member	Yes	No	Other
Commissioner Tobin	✓		
Commissioner Bauman	✓	<del>✓</del>	
Commissioner Bullock		✓	
Commissioner Patton		✓	
Chairman Brooks		✓	



(2)

TAB 17

Andy - MINOR - CHARLIE to have US BF - Andy Chairman  
LET him SPEAK 1hr. And.

CHARLIE Rule to BRN out of order

ARE ON SUBJECT OF. Amendment - ASK BL FOR SUPPORT

Discussion TO BE ON \$3,852.

Andy - hard to DISCUSS w/ STRICT PARLIAMENTARY

GARY - like hear P. COMMENT -

Andy - Allow PUBLIC COMMENT BUT NOT IN MIDDLE OF MOTION.

AMEND PREVIOUS MOTION FROM \$4770. TO  
\$3,852.00 TOTAL CONNECTION & CAPACITY charge  
R. Chang # 4

Motion

Second

Andy

Member	Yes	No	Other
Commissioner Tobin		✓	
Commissioner Bauman	✓		
Commissioner Bullock		✓	
Commissioner Patton		✓	
Chairman Brooks		✓	

41

TAB 7 ①

# Rule 4

## Contingency

- GARY - NOT WANTED TO HV 15% CONTINGENCY. COST h/w 1,000
- ANDY - HV TO HV FINCIL RESIST ~~MAP~~ TO BORROW MONEY
- PATTON - LONG RANGE GOAL B/Lg SEWER FOR K.L. 4,770 - BARGAIN  
DOES NOT SEE 15% CONTINGENCY IN COST

CLAUDE - 34yr. CONTING - NOTHING LESS THAN 10% IN ORDER TO  
GET BONDING. AT END NEED 10-15% WILL NEED, WHERE  
WILL GET.

## Re BUTTAK CONTINGENCY

- ANDY - WANTED STAFF INPUT - GARY'S 15% + 60r FEWER UNITS, WOULD LIKE  
A DEFINITION OF AN EDU
- GARY - ASKED 4,770, 3258 FAIR - ADDING CONTINGENCY NOT FAIR
- GLENN - CONSIDER AMENDING. (15) i - 60r FEWER UNITS - ii
- CHARLIE - EDU - IN LATER R+R.

Motion CLAUDE TO APPROVE 4,770 AS AMENDED

Second PATTON

Member	Yes	No	Other
Commissioner Tobin		✓	
Commissioner Bauman		✓	
Commissioner Bullock	✓		
Commissioner Patton	✓		
Chairman Brooks	✓		

3/2

~~RESO~~

Reso

TAB 8

Rule change Log #5

COM. TOBIN 6:30

Excused

Claude - Rate structure Bsd 4770 2 have to go together  
can give BACK 15% cont. if not need. Could reduce  
rate. Job well done

Glenn

GARY - Connection Fee to do construction - MO. TO RUN PLANT.  
Keep separate

Charlie - 1st change adopt R.R. Adopted new rule, Com Patton took assignment  
& now making steps comments

Motion

Approve Patton Amended

Second

Bullock

Member	Yes	No	Other
Commissioner Tobin			ABSENT
Commissioner Bauman	✓		
Commissioner Bullock	✓		
Commissioner Patton	✓		
Chairman Brooks	✓		

4/0

9B Setting PH DATE Reso

Aug 31

Direct Clerk Advertiser MAIL no later than  
10th of Aug.

Motion

Assessment Reso, PATTON

Second

Claude

Member	Yes	No	Other
Commissioner Tobin	AB		
Commissioner Bauman	✓		
Commissioner Bullock	✓		
Commissioner Patton	✓		
Chairman Brooks	✓		

4/0.

TAKE 9A  
9B UP AS ACTION

CON SINCERES

Motion

Second

Member	Yes	No	Other
Commissioner Tobin			
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

TAB 9A

Approve neighbors + GIBlen

9A.

Motion

~~Glenn~~ Glenn

Second

Claude

Member	Yes	No	Other
Commissioner Tobin		ABSENT	
Commissioner Bauman	✓		
Commissioner Bullock	✓		
Commissioner Patton	✓		
Chairman Brooks	✓		

4-0

**ADD ON ACTION ITEMS** Submitted 7/19/05 by TMD

**Retain Nabors & Giblin**

**A MOTION** to retain Nabors, Giblin & Nickerson, PA for the purpose of providing services to review our assessment resolution. This motion is also to approve neighbors and Giblin proposal for services dated July 18, 2005 and received via electronic email. The services rendered are specified in the proposal and as specified in the proposal will not incur more than \$3500 in fees without first notifying the district in writing.

**ADD ON ACTION ITEMS** submitted 7/19/05 by TMD

**Setting Date for Assessment Resolution**

**A MOTION** for the board set a date for the public meeting concerning the KLWTD's assessment resolution and determine a date for board discussion in detail prior to the public meeting.

9C Letter to Haskell

Tom: sent to  
~~Rhodes~~ Richard  
McMannes.

CC: English  
B & C

Sign only by Chair  
simultaneously transmission

Motion Approve subject to Modification  
Glen

Second Claude

Member	Yes	No	Other
Commissioner Tobin	Absent		
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

4-0



Min. 6th July

GARY now SPECIALLY Show Pg 6.  
Check 15% of Cost is Contingency

Motion Glenn AS AMEND

Second CLAUDE

Member	Yes	No	Other
Commissioner Tobin			
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

# pending Payments

Motion Glenn

Second Claude

Member	Yes	No	Other
Commissioner Tobin	AB		
Commissioner Bauman	✓		
2 Commissioner Bullock	✓		
1 Commissioner Patton	✓		
Chairman Brooks	✓		

ED KLTU  
Progressing - TIDIER.  
Punch list soon

PLANT  
START Pressure testing  
VA ST. Due 1ST WK OF Sept

CHUCK TO SAT-Meeting.

✓ Claude - make comment while on item.  
Glenn - same like BOCC

Motion

Second

Member	Yes	No	Other
Commissioner Tobin			
Commissioner Bauman			
Commissioner Bullock			
Commissioner Patton			
Chairman Brooks			

ED DEP-Issue



## Rules & Regulations Change Form

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Date: July 18, 2005

Rule Change Log # 3

Agenda item # \_\_\_\_\_ July 20, 2005 Action

Submitted by Commissioner Glenn Patton, revised by Dillon

### Present Rule KLWTD

#### **Article IX Fees and Charges**

##### Section 9.01 Plan Review Fee (1)

### Proposed Rule or Change

#### **Article IX Fees and Charges**

Revise Section 9.01 to read as follows:

##### **Section 9.01 Plan Review and Inspection Fees.**

The District provides typical plans and specifications for connection of single-family residences and single unit non-residential buildings with maximum monthly flows of less than 1,000 gallons per day to the District Wastewater Facilities. The District does not charge a fee to review plans or to inspect installations of typical connections by a licensed plumbing contractor.

For all other connections, the District will charge fees according to the following schedule:

- (a) Inspection of single-family residential connection made by a person other than a licensed plumbing contractor: \$50.00.
- (b) Plan review and inspection of multi-family residential connection: \$50/dwelling unit with a minimum charge of \$250.
- (c) Plan review and inspection of non-residential connection. \$50/EDU with a minimum charge of \$250.

**Financial Impact of Proposed Rule or Change – input by**  
No Financial Impact

**People Most Effected by Proposed Rule or Change**  
None known

**Precedent - Affected by Proposed Rule or Change – input by**

**General Positive Impact of Proposed Rule or Change**  
None

**General Negative Impact of Proposed Rule or Change**  
None known

**Legal Considerations – input by District Counsel**

**KLWTD Managers – Recommendation and Rationale**

Date \_\_\_\_\_  
KLWTD Board Action

Approved Proposed Rules \_\_\_\_\_

With the following amendments;

Vote	
C. Brooks	_____
G. Bauman	_____
A. Tobin	_____
C. Bullock	_____
G. Patton	_____

ACTION MINUTES  
KLWTD Board of Commissioner's Meeting  
July 20, 2005



- A. Call to Order at 5:04 PM
- B. The Pledge of Allegiance was given.
- C. Roll Call  
Chairman Charles Brooks, Commissioners Claude Bullock, Gary Bauman, Andrew Tobin and Glenn Patton were present.
- D. Agenda  
The agenda was approved with the following changes; Commissioner Bullock added a letter to the Haskell Co. Chairman Brooks requested that the CPH Work Authorization be moved to the front of the agenda. Commissioner Tobin requested that the Rule Change Log #4 and #5 be moved to the front of the agenda after CPH. District Counsel Thomas Dillon requested that the proposal from Nabors, Giblin & Nickerson and a Public Hearing date be added to the agenda.
- E. The minutes of July 6, 2005.  
Approved with an addition from Commissioner Bauman.
- F. Public Comment: The following persons addressed the Board of Commissioners: Pat Gessel, addressed the Board requesting that the agenda package be placed on the web site before the meeting.
- G. Commissioner Roundtable: Nothing
- H. Commissioner Items: Nothing
- I. Action Items:
  - 1. Minutes of July 6, 2005
  - 2. Pending Payments List
  - 3. Auditor Request For Proposals
  - 4. Financial Advisor Contract
  - 5. Haskell deductive Change Order No.7 (Fluidyne direct purchase)
  - 6. Haskell deductive Change Order No. 8 (Airvac direct purchase)
  - 7. Rule Change Log #4
    - Article IX Fees and Charges
    - Section 9.01 System Development Fee (SDC) (15)