

September 7th

2005

**KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS**

AGENDA



Wednesday, September 7, 2005 at 5:00 PM

98880 Overseas Hwy

Key Largo, FL 33037

**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. BULK ITEMS

I. ACTION ITEMS

1. KLWTD FY 2006 Budget **TAB 1**
RESOLUTION NO. 12-09-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE KEY LARGO WASTEWATER TREATMENT DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 2005 FOR THE DISTRICT LOCATED IN MONROE COUNTY, FLORIDA; PROVIDING FOR THE GENERAL MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

2. Pending Payments List **TAB 2**

3. State Revolving Fund Loan Agreement **TAB 3**
RESOLUTION NUMBER NO. 09-09-05

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT APPROVING, ADOPTING, AND RATIFYING, A LOAN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND, AND MAKING CERTAIN COMMITMENTS IN CONNECTION WITH THE LOAN AGREEMENT.

4. Form to be used for modification to System Development Charge Assessment **TAB 4**

5. Membership in Key Largo Chamber of Commerce **TAB 5**

6. Bond Counsel Selection **TAB 6**

J. DISCUSSION ITEMS

7. "Employee Performance Evaluation" **TAB 7**

8. List of Properties requesting change in System Development Charge Assessment **TAB 8**

9. Calusa Camp Ground Wastewater Collection System **TAB 9**

K. STATUS REPORTS

10. Engineer's Project Status Report **TAB 10**

L. ADJOURNMENT

TAB 1

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No. |

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

SUBJECT: FY 2006 Budget

RECOMMENDED MOTION/ACTION: Adoption of Resolution 12-09-05

Approved by General Manager _____
Date: _____

Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments: Resolution
Department Review: <input type="checkbox"/> District Counsel _____ <input type="checkbox"/> General Manager _____ <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: <u>8/31 & 9/4</u> 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 following changes to the Proposed Budgets presented at the meeting on August 31, 2005 have now been incorporated:

- (1) The pool for salary adjustments has been reduced from \$25,000 to \$16,750 (5%).
- (2) Annual compensation for the new position Customer Service Clerk has been reduced from \$41,600 to \$28,000.

RESOLUTION NO. 12-09-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE KEY LARGO WASTEWATER TREATMENT DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 2005 FOR THE DISTRICT LOCATED IN MONROE COUNTY, FLORIDA; PROVIDING FOR THE GENERAL MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT;

Section 1. DISTRICT.

Pursuant to the Key Largo Wastewater Treatment District Act (Ch.2002-337, Laws of Florida, as amended) (the "Act"), the Board of Directors of the Key Largo Wastewater Treatment District (the Board) has the power and the duty to adopt budgets for and on behalf of the Key Largo Wastewater Treatment District (the "District").

Section 2. ADOPTION OF THE BUDGET AND AUTHORIZATION TO EXPEND FUNDS.

(A) The District Utility System Operating Budget, and Capital Improvement Budget for the Fiscal Year ending September 30, 2006, attached hereto as Exhibits "A" and "B", respectively, are incorporated herein and are hereby adopted. Collectively, the Operating Budget and the Capital Improvement Budget shall be hereinafter known as the "Budgets."

(B) The General Manager is hereby authorized to expend funds of the District for official purposes of the operation, maintenance, billing, customer services, construction, debt service payment, capital improvements and other business activities of the District in accordance with the adopted Budgets.

(C) No contract or other commitment of funds, written or oral, shall be entered into without the certification of the Finance Officer, that such contract or other commitment of funds is in the budget and that sufficient cash to meet the contractual or other commitment of funds will be available within the time allowed for payment under the Florida Prompt Payment Act. When such certification is made, the Finance Officer shall record this action in the financial records of the District so to encumber those funds and prevent their being used for other expenditures prior to the completion of the commitment for which the funds were approved. The Finance Officer may adjust the actual restricted amount as he determines that such a change is warranted due to the activities related to the commitment.

(D) The Operating Budget contains the following categories of Operating Revenue, Operating Expenses, and Non-Operating Expenses. The amounts shown within such categories are established as a target level for each specific type of revenue or expenditure indicated. Recognizing that the items listed in the Budgets may actually be higher or lower than those estimated, the Finance Officer is authorized to reallocate the adopted Budgets within each category. Allocation of funds from one category to another is prohibited. Only the Board is authorized to increase the budgeted amounts for a category.

(E) The General Manager is authorized to spend funds not in the Budgets in the event of an emergency related to the KLWTD Utility System which is reasonably believed may result in danger or injury to persons, damage to assets of the District, or the material loss of the district to provide wastewater services. As soon as possible thereafter the General Manager or Finance Officer shall report to the Chairman any such actions taken or to be taken in such circumstances. However, such communication shall occur no later than 24 hours after such actions or events.

(F) The Finance Officer shall notify the Board when he determines that the actual revenues of a utility system are likely to be less than those indicated in the adopted Budgets and shall also prepare proposed revised Budgets for the Board's review and consideration.

(G) Pursuant to Resolution 01-01-05, any disbursement in excess of \$10,000, other than emergency contracts as provided in Sections 2(E) of this Resolution, must be approved by the Board prior to entering into such a contract.

(H) Pursuant to Resolution 01-01-05, any work order equal to or in excess of \$10,000 for a professional services contract previously approved by the Board, must be approved by the Board prior to accepting such a work order. Those work orders less than \$10,000 for such contracts do not require prior Board approval but will be presented to the Board for ratification.

(I) The Board authorizes the General Manager and the Finance Officer to do all acts and things required of them by this Resolution and the Budgets for the full, punctual, and complete performance thereof, and the Chairman and each member of the Board, officers, attorneys, and other agents of the District are hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done all acts and things necessary or proper for carrying out the Budgets and transactions contemplated by this Resolution, or Florida Statutes.

Section 3. APPLICABILITY AND EFFECTIVE DATE.

This resolution shall take effect upon adoption by the Board of Commissioners.

INTENTIONALLY LEFT BLANK

RESOLVED AND ADOPTED this 7th of September, 2005.

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

	AYE	NAY
Chairman Charles Brooks	_____	_____
Commissioner Gary Bauman	_____	_____
Commissioner Glenn Patton	_____	_____
Commissioner Andrew Tobin	_____	_____
Commissioner Claude Bullock	_____	_____

The Chairman thereupon declared Resolution No. 12-09-05 duly passed and adopted the 7th day of September, 2005.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____

Chairman Charles Brooks

ATTEST:

Approved to as to form and legal sufficiency

Carol Simpkins, Clerk

District Counsel, Thomas M. Dillon

SEAL

EXHIBIT A

Key Largo Wastewater Treatment District FY 2006 Operating Budget

	Proposed Budget FY 2006	Proposed Budget FY 2006
OPERATING REVENUE		
Wastewater Service Revenue	\$ 297,792	
MSTU Revenue	586,941	
Interest Income	2,500	
Miscellaneous Income	3,000	
Subtotal Operating Revenue	890,233	
NON-OPERATING REVENUE		
System Development Fees	405,450	
Non Ad valorem Assessments	167,040	
Interest Income	2,110	
Subtotal Non-Operating Revenue	572,490	
TOTAL REVENUES	\$1,462,723	
OPERATING EXPENSES		
Administrative Expenses		
Board Meeting Compensation	45,000	
Administrative Payroll	204,175	
Payroll Taxes	19,062	
Health Insurance	26,543	
Workers Comp Insurance	12,440	
Billing Service	17,000	
Copier Expense	3,500	
Postage/Delivery Expense	5,500	
Liability Insurance	37,000	
Property Insurance	1,400	
Legal Advertisements	7,000	
Office Supplies	10,000	
Travel	5,000	
Rents & Leases	29,400	
Electric	3,360	
Water	700	
Telephone	7,200	
Dues & Subscriptions	700	
Miscellaneous Expenses	5,000	
Bad Debts	2,978	
Reserve for Contingencies	1,200	
Sub-total Administrative Expenses	444,158	
Professional Services		
Legal - General Counsel	60,000	
Legal - Litigation Reserve	20,000	
Legal - Bond Counsel	10,000	
Financial Advisor	25,000	
Utility Rate Consultant	15,000	
Engineering Services	50,000	
Audit Fees	16,000	
Computer Support	2,000	
Project Planning Contingency	10,000	
Subtotal Professional Services	208,000	
Total Operating Expenses	\$ 863,086	
NON-OPERATING EXPENSES		
Capital Expenditures from Operating Account	7,000	
Renewal and Replacement Transfer	14,890	
Debt Service Transfer (Monroe County \$100,000 Loan)	109,273	
Total Non-Operating Expenses Paid From Operating Revenue	131,163	
Transfer To (From) Operating Reserve	(104,015)	
Transfer To (From) Capital Reserve	572,490	
Total Non-Operating Expenses Paid From Non-Operating Revenue	468,475	
TOTAL EXPENSES	\$1,462,723	

EXHIBIT B

Key Largo Wastewater Treatment District FY 2006 Capital Improvement Budget

(\$ in thousands)

<u>Revenue (Sources of Funds):</u>					
	Key Largo Trailer Village	Key Largo Park	Calusa Campground	North Components	Total
State and Local Grants	\$ 1,768	\$ 1,601	-	-	\$ 3,369
System Development Fees	-	371	-	-	371
Non Ad valorem Assessments	-	167	34	-	201
County Infrastructure Bonds	-	-	-	8,505	8,505
State Revolving Fund Loan	-	-	-	100	100
New Funding	-	-	1,101	-	1,101
Total Funds Available	\$ 1,768	\$ 2,139	\$ 1,135	\$ 8,605	\$ 13,647
<u>Expenses (Uses of Funds):</u>					
Construction of New Facilities:					
Engineering	\$ 15	\$ 15	\$ 100	\$ 1,770	\$ 1,900
Mitigation	295	-	-	-	295
Waste Treatment	959	-	-	1,900	2,859
Transmission Lines	100	100	-	4,900	5,100
Collection Systems	300	1,978	1,000	-	3,278
Project Management	99	46	35	35	215
Total Estimated Expenses	\$ 1,768	\$ 2,139	\$ 1,135	\$ 8,605	\$ 13,647

TAB 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No.

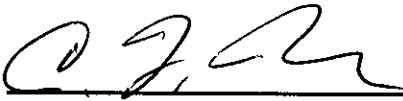
- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> STATUS REPORT | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT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

SUBJECT: Pending Payments List for September 7, 2005

RECOMMENDED MOTION/ACTION: Motion to approve pending payments list for September 7, 2005 contingent upon available funds.

Approved by General Manager

Date: 9-2-05



Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering____ <input type="checkbox"/> Clerk____	Advertised: 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 09/07/05

Prepared 09/02/05

CONSOLIDATED CASH BALANCE FORWARD **\$ (32,426.54)**

Administration & Operations

Cash Balance A&O Account Forward \$ 122,734.28

Plus: No Receipts

Less: America General - Cleaning Service (3 weeks)	228.00
FL Dept. of Mgmt. Svcs. - Telephone	273.01
Nissan - Truck Lease	219.00
Tom Dillon - Legal Services	7,979.50
Board Compensation - August	4,500.00
Staff Salaries - August	18,676.15
Payroll Benefits - FICA & Medicare	2,382.48
Sub-total Invoices	<u>34,258.14</u>

\$ (34,258.14)

Cash Balance A&O Account If All Paid \$ 88,476.14

Memo: MSTU Draw #11 Submitted 7/22/05 \$46,929

Key Largo Park

Cash Balance KLP Account Forward \$ (25,345.86)

Plus: No Receipts

Less: Tom Dillon - Legal Services	30.00
Weiler Engineering - August	3,090.73
Staff Salaries (Incl. benefits) - August	4,409.33
Sub-total Invoices	<u>7,530.06</u>

(7,530.06)

Cash Balance KLP Account If All Paid \$ (32,875.92)

Memo: MC Concept Draw #1 Submitted 7/22/05 \$ 17,464

Key Largo Trailer Village

Cash Balance KLTV Account Forward \$ (129,814.96)

Plus: No Receipts

Less: Tom Dillon - Legal Services	1,024.00
Weiler Engineering - August	5,656.78
Staff Salaries (Incl. benefits) - August	7,153.86
Sub-total Invoices	<u>13,834.64</u>

(13,834.64)

Cash Balance KLTV Account If All Paid \$ (143,649.60)

Memo: FEMA Draw #8 Submitted 7/20/05 \$ 933,518
DCA Concept Draw #1 Submitted 7/22/05 \$ 654,049
FEMA Draw #9 (Final) Submitted 8/02/05 \$ 8,373

North Key Largo Development

Cash Balance NKLD Account Forward (8,653.38)

Plus: MC Grant Advance 1,000,000.00

Less: Tom Dillon - Legal Services	743.50
Staff Salaries (incl. benefits) - August	1,855.09
	<u>2,598.59</u>

997,401.41

Cash Balance NKLD Account If All Paid 988,748.03

CONSOLIDATED CASH BALANCE IF ALL PAID **\$ 909,352.03**

NOTE: A TOTAL OF \$ 1,660,333 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary

TAB 3

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☒ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: State Revolving Fund Loan Agreement

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: September 2, 2005

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: Resolution
Department Review: <input checked="" type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk	Advertised: 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 District has been approved for a SRF Loan for the design costs for the North Components Project. The Board needs to approve the attached resolution agreeing to comply with the requirements for the SRF Loan and approve the SRF Agreement. The District Council and the District Financial Consultant will have a conference call concerning details of this agreement on Tuesday September 6, 2005. Staff's plan is to have completed their analysis of the SRF Agreement for this meeting. The FDEP has indicated this agreement should be back to them by September 15, 2005.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

RESOLUTION NUMBER NO. 09-09-05

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT APPROVING, ADOPTING, AND RATIFYING, A LOAN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND, AND MAKING CERTAIN COMMITMENTS IN CONNECTION WITH THE LOAN AGREEMENT.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT, AS FOLLOWS:

WHEREAS, the Key Largo Wastewater Treatment District ("District") desires to receive a Clean Water State Revolving Fund Loan pursuant to Section 403.1835, Florida Statutes; and

WHEREAS, the State of Florida, Department of Environmental Protection ("FDEP") has submitted to the District a Loan Agreement, designated "WW46401P" ("Loan Agreement") for approval by the District, and

WHEREAS, FDEP requires, as a requirement for such loans, that the District adopt a resolution regarding compliance with certain requirements; and

WHEREAS, the District fully intends to comply with the requirement for the revolving loan;

NOW, THEREFORE, the Board of Commissioners of the Key Largo Wastewater Treatment District resolves that:

1. Approval, Adoption, and Ratification. The District hereby approves, adopts, and ratifies the Loan Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference.
2. Defined Terms. All italicized terms used in this Resolution shall have the meanings ascribed to them in the Loan Agreement.
3. Description of the *Project*. The *Project* consists of wastewater management facilities to be designed and constructed with the *Loan* and other funds available to the District, as described below:

a. Wastewater Treatment Plant:

The District will design and construct a wastewater treatment plant to treat the anticipated flow for the entire KLWTD service area through the 20-year planning horizon. At this time, that flow is estimated to be 2.25 MGD AADF. The Wastewater Treatment Plant will include disposal and reuse facilities, as necessary, to be constructed on land currently

owned by the District and located at approximately Mile Marker 100.5, Key Largo, Monroe County, Florida.

b. Wastewater Transmission Main:

The District will design and construct a force main of approximately 5.5 miles to transport the collected wastewater from customer connections to the Wastewater Treatment Plant.

c. Wastewater Collection Systems:

The District will design Wastewater Collection Systems to serve various neighborhoods capable of being connected to the Wastewater Transmission Main. The District will design Wastewater Collection Systems to serve the following areas: Collection Basin 1, consisting of Lake Surprise, Sexton Cove and Ocean Isle Estates residential subdivisions; commercial properties along US 1 along the route of the Wastewater Transmission Main and within the boundaries of Collection Basin 1; and Collection Basin 2 includes the Largo Gardens residential subdivision and other areas in the vicinity of Key Largo Gardens. The District will determine the number and extent of the Wastewater Collection Systems to be constructed with the loan proceeds according to funds available and construction cost experience.

4. Pledged Revenues. The District hereby pledges the following *Pledged Revenues*:

- a. *Gross Revenues.* All income or earnings received by the District from the ownership or operation of its *Sewer System*, including investment income, all as calculated in accordance with generally accepted accounting principles. *Gross Revenues* shall not include proceeds from the sale or other disposition of any part of the *Sewer System*, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the *Sewer System*.
- b. *System Development Charges and Annual Wastewater Assessments*, derived yearly from the operation of the *Sewer System* after payment of the *Operation and Maintenance Expense* and satisfaction of all yearly payment obligations on account of any senior obligations to be issued pursuant to Section 7.02 of the Loan Agreement.

5. Designation of persons authorized act on behalf of the District. The following persons are authorized to do all things necessary or appropriate with respect to the Loan Agreement, including, without limitation, executing and filing the loan application, providing assurances, executing the Loan Agreement, and representing the District in carrying out responsibilities (including that of requesting loan disbursements) under the Loan Agreement:

Charles Brooks, Chairman, and Andrew Tobin, Secretary, or their successors, acting jointly.

In addition, the following person is authorized to represent the District in providing assurances and carrying out responsibilities under the Loan Agreement:

Charles Fishburn, General Manager

In addition, the following person is authorized to represent the District in providing assurances with respect to finance and auditing issues and requesting loan disbursements under the Loan Agreement:

Martin Waits, Finance Officer

6. Assurances. The District agrees to comply with the laws, rules, regulations, policies, and conditions relating to the loan for this project. Specifically, the District certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

a. Assurances for capitalization grant projects.

- i. Complete all facilities for which funding has been provided.
- ii. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
- iii. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
- iv. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
- v. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
- vi. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
- vii. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
- viii. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
- ix. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.
- x. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
- xi. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

- xii. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
 - xiii. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
 - xiv. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
 - xv. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
 - xvi. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
 - xvii. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
 - xviii. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
 - xix. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
 - xx. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
 - xxi. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.
- b. Assurances for other projects.
- i. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
 - ii. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
 - iii. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
 - iv. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
 - v. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

- vi. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
- vii. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
- viii. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
- ix. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
- x. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
- xi. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
- xii. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
- xiii. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
- xiv. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

The foregoing RESOLUTION NO. 09-09 05 was offered by Commissioner

_____, who moved its approval. The motion was seconded by

Commissioner _____, and being put to a vote the result was as follows:

	AYE	NAY
Commissioner Gary Bauman	_____	_____
Commissioner Claude Bullock	_____	_____
Commissioner Glenn Patton	_____	_____
Commissioner Andrew Tobin	_____	_____
Chairman Charles Brooks	_____	_____

The Chairman thereupon declared Resolution No. 09-09-05 duly passed and adopted the 7th day of September 2005.

**KEY LARGO WASTEWATER TREATMENT
DISTRICT GOVERNING BOARD**

By _____
Charles Brooks, Chairman

Attest:

Approved as to form and content:

By _____
Carol Walker, Board Clerk

By _____
District Counsel

MEMORANDUM

FROM: Thomas M. Dillon, Attorney at Law
Boar Certified Construction Attorney
P.O. Box 370736
Key Largo, Florida 33037-0736

Tel: 305-240-1767
Fax: 305-853-2693
E-mail: lawtmd@bellsouth.net

To: Key Largo Wastewater Treatment District

Date: September 1, 2005

Subject: State Revolving Fund Loan Agreement WW 46401P

I have reviewed the Florida Department of Environmental Protection State Revolving Fund Loan Agreement WW 46401P, and my comments follow:

§ 1.01(2): change the Resolution No. to reflect the final assessment resolution.

§ 1.01(5): note that "Construction Related Costs" are described more differently than "Preconstruction Activities" in § 1.01(17). Preconstruction activities include planning, administrative, and engineering activities; construction costs include construction, equipment, materials, demolition, contingency, capitalized interest, and legal and technical services incurred **after** construction bid opening. It is not clear whether legal and technical services incurred **before** construction bid opening are included in Preconstruction Activities as part of planning and administrative costs.

In addition, it appears that construction costs do not include the cost of acquiring real property for facilities siting.

These two issues should be clarified prior to signing the agreement.

§ 1.01(6): I am assuming that TIB meets the requirements for a "Depository" bank.

§ 1.01(18): the definition of "Project" seems overly broad in that it describes everything that the District is planning through Preconstruction Activities, as opposed to only the portion of the facilities being funded by the DEP. This could affect insurance and other requirements. In addition, the District needs to understand whether it has identify the facilities designed constructed with DEP funds, as opposed to facilities designed and constructed with other funds. **These questions should be resolved prior to execution of the agreement.**

§ 2.01(7): this section requires the District to comply with Chapter 62-503, F.A.C., which is the set of regulations governing the State Revolving Fund.

§ 2.01(10): note the requirement for property insurance, including flood insurance.

§ 2.01(12): note that even though the preconstruction activities may be delayed as a result of unforeseeable delays, the loan payments and monthly loan deposits are not excused or delayed.

§ 2.03(2): note the requirements for a single audit.

§ 2.03(3): this section specifies delivery addresses for audits, but does not specify any due dates.

§ 2.03(5): note the unusually long record retention requirement of 5 years. § 8.02 extends the record retention requirement until 5 years after the project-specific audit report required under § 2.03(3).

§ 3.01: this section requires the District to make monthly loan deposits into a separate account or account component, from which semiannual loan payments will be made no later than 2/15/08. Ref. § 10.07(5).

§ 4.02; this section requires that the District obtain clear title to all sites sufficient for the construction and location of all facilities, free and clear of liens and encumbrances. I do not interpret this to mean that the District must have a fee simple title, but that a right-of-way will be adequate so long as it is sufficient for construction and location of the facility to be located thereon. This means that the District will have to acquire any needed easements for pipelines, lift stations, and other facilities not located at the MM 100.5 site by 6/15/06.

See comments to § 10.07 regarding schedule peculiarities.

§ 4.08: this section allows a disbursement of up to 20% of the loan proceeds after the loan agreement is signed.

§ 7.01 and 7.02 address the question of priority of liens and releasing District funds from liens. It appears that the DEP will allow the District to make pledges of revenue for other loans, and allow those creditors to be superior to the DEP lien if the District shows that it has sufficient revenues to meet all obligations.

§ 8.01: there is no prepayment penalty.

§ 10.01: note that the amount of capitalized interest is just an estimate; the actual amount will depend on the schedule of actual disbursements.

§ 10.02: the District should consider the loan service fee as part of its borrowing costs when calculating non-ad valorem assessments.

§ 10.07: note that the design must be complete on 12/16/06, but the sites must be acquired 6 months earlier, on 6/15/06. This means that the District must acquire the sites even though it has not arranged financing for the construction.



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Colleen M. Castille
Secretary

August 22, 2005

Mr. Martin Waits, Finance Officer
Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, Florida 33037

Re: WW46401P - Key Largo Wastewater Treatment District
Collection, Transmission and Treatment
(Advanced Wastewater Treatment and Deepwell Injection)


Dear Mr. Waits:

Enclosed are three original copies of the proposed State Revolving Fund loan agreement for the District's collection, transmission and treatment project.

Please have the officials designated on page 17 sign the enclosed three copies. The Secretary's seal is required. Return all three copies to us within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. Additionally, we will need an authorizing Resolution returned before the agreement can be executed. We will arrange for the Department Secretary to sign the document and mail a fully executed copy to you.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement, please call Tommy Williams at 850/245-8358.

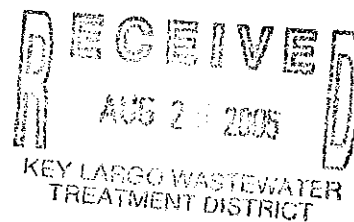
Sincerely,


Don W. Berryhill, P.E., Chief
Bureau of Water Facilities Funding

DWB/tw

Enclosures

cc: Honorable Charles Brooks - Key Largo Wastewater Treatment District
Charles F. Fishburn - Key Largo Wastewater Treatment District



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**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

AND

KEY LARGO WASTEWATER TREATMENT DISTRICT

**CLEAN WATER STATE REVOLVING FUND
LOAN AGREEMENT
WW46401P**

Florida Department of Environmental Protection
Bureau of Water Facilities Funding
Twin Towers Office Building
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

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CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

WW46401P

THIS AGREEMENT is executed by the STATE OF FLORIDA DEPARTMENT OF ENVIRONMENTAL PROTECTION (Department) and the KEY LARGO WASTEWATER TREATMENT DISTRICT (District), an independent special district existing as a public agency under the laws of the State of Florida.

WITNESSETH:

WHEREAS, pursuant to Section 403.1835, Florida Statutes, the Department is authorized to make loans to Districts to finance the planning, design, and construction of wastewater pollution control facilities; and

WHEREAS, the District has made application for the financing of Preconstruction Activities, and the Department has determined that all requirements for a loan have been met.

NOW, THEREFORE, in consideration of the Department loaning money to the District, in the principal amount and pursuant to the covenants hereinafter set forth, it is agreed as follows:

ARTICLE I - DEFINITIONS

1.01. WORDS AND TERMS.

Words and terms used herein shall have the meanings set forth below:

- (1) "Agreement" or "Loan Agreement" shall mean this agreement.
- (2) "Annual Wastewater Assessments" shall mean an annual special assessment imposed against real property in accordance with Resolution No. 08-07-05, for any Fiscal Year in which any portion of the District's obligations remains outstanding.
- (3) "Authorized Representative" shall mean the official of the District authorized by ordinance or resolution to sign documents associated with the Loan.
- (4) "Capitalized Interest" shall mean a finance charge that accrues at the Financing Rate on Loan proceeds from the time of disbursement until six months before the first Semiannual Loan Payment is due. Capitalized Interest is financed as part of the Loan principal.
- (5) "Construction Related Costs" shall mean costs for Project construction, equipment, materials, demolition, contingency, legal and technical services incurred after construction bid opening, and Capitalized Interest associated with the foregoing costs.
- (6) "Depository" shall mean a bank or trust company, having a combined capital and unimpaired surplus of not less than \$50 million, authorized to transact commercial banking or savings and loan business in the State of Florida and insured by the Federal Deposit Insurance Corporation.

(7) "Financing Rate" shall mean the charges, expressed as a percent per annum, imposed on the unpaid principal of the Loan. The Financing Rate shall consist of an interest rate component and a Grant Allocation Assessment rate component.

(8) "Grant Allocation Assessment" shall mean an assessment, expressed as a percent per annum, accruing on the unpaid balance of the Loan. It is computed similarly to the way interest charged on the Loan is computed and is included in the Semiannual Loan Payment. The Department will use Grant Allocation Assessment moneys for making grants to financially disadvantaged small communities pursuant to Section 403.1835 of the Florida Statutes.

(9) "Gross Revenues" shall mean all income or earnings received by the District from the ownership or operation of its Sewer System, including investment income, all as calculated in accordance with generally accepted accounting principles. Gross Revenues shall not include proceeds from the sale or other disposition of any part of the Sewer System, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the Sewer System.

(10) "Loan" shall mean the amount of money to be loaned pursuant to this Agreement and subsequent amendments.

(11) "Loan Application" shall mean the completed form which provides all information required to support obtaining loan financial assistance from the Department.

(12) "Loan Debt Service Account" shall mean an account, or a separately identified component of a pooled cash or liquid account, with a Depository established by the District for the purpose of accumulating Monthly Loan Deposits and making Semiannual Loan Payments.

(13) "Loan Service Fee" shall mean an origination fee which shall be paid to the Department by the District.

(14) "Monthly Loan Deposit" shall mean the monthly deposit to be made by the District to the Loan Debt Service Account.

(15) "Operation and Maintenance Expense" shall mean the costs of operating and maintaining the Sewer System determined pursuant to generally accepted accounting principles, exclusive of interest on any debt payable from Gross Revenues, depreciation, and any other items not requiring the expenditure of cash.

(16) "Pledged Revenues" shall mean the specific revenues pledged as security for repayment of the Loan and shall be the Gross Revenues, together with System Development Charges and Annual Wastewater Assessments, derived yearly from the operation of the Sewer System after payment of the Operation and Maintenance Expense and the satisfaction of all yearly payment obligations on account of any senior obligations issued pursuant to Section 7.02 of this Agreement.

(17) "Preconstruction Activities" shall mean the planning, administrative, and engineering work necessary for the District to qualify for Clean Water State Revolving Fund financing for construction of wastewater transmission, collection, reuse, and treatment facilities.

(18) "Project" shall mean the construction of facilities planned and designed through the Preconstruction Activities.

(19) "Semiannual Loan Payment" shall mean the payment due from the District to the Department at six-month intervals. It is comprised of principal, and as applicable, interest and Grant Allocation Assessment computed using the interest rate and Grant Allocation Assessment rate, respectively. In addition, the Loan Service Fee and any associated interest are deducted from the first available repayments following the final amendment.

(20) "Sewer System" shall mean all facilities owned by the District for collection, transmission, treatment and reuse of wastewater and its residuals.

(21) "System Development Charges" shall mean connection fees, capital expansion fees, utility improvement fees or other similar fees and charges collected by the District as a contribution toward costs.

1.02. CORRELATIVE WORDS.

Words of the masculine gender shall be understood to include correlative words of the feminine and neuter genders. Unless the context shall otherwise indicate, the singular shall include the plural and the word "person" shall include corporations and associations, including public bodies, as well as natural persons.

ARTICLE II - WARRANTIES, REPRESENTATIONS AND COVENANTS

2.01. WARRANTIES, REPRESENTATIONS AND COVENANTS.

The District warrants, represents and covenants that:

(1) The District has full power and authority to enter into this Agreement and to comply with the provisions hereof.

(2) The District currently is not the subject of bankruptcy, insolvency, or reorganization proceedings and is not in default of, or otherwise subject to, any agreement or any law, administrative regulation, judgment, decree, note, resolution, charter or ordinance which would currently restrain or enjoin it from entering into, or complying with, this Agreement.

(3) There is no material action, suit, proceeding, inquiry or investigation, at law or in equity, before any court or public body, pending or, to the best of the District's knowledge, threatened, which seeks to restrain or enjoin the District from entering into or complying with this Agreement.

(4) The District knows of no reason why any future required permits or approvals associated with the Project are not obtainable.

(5) The District shall undertake Preconstruction Activities and the Project on its own responsibility, to the extent permitted by law.

(6) To the extent permitted by law, the District shall release and hold harmless the State, its officers, members, and employees from any claim arising in connection with the District's actions or omissions in its planning, engineering, administrative, and construction activities financed by this Loan or in its operation of Project facilities.

2.02. LEGAL AUTHORIZATION.

Upon signing this Agreement, the District's legal counsel hereby expresses the opinion, subject to laws affecting the rights of creditors generally, that:

(1) This Agreement has been duly authorized by the District and shall constitute a valid and legal obligation of the District enforceable in accordance with its terms upon execution by both parties; and

(2) This Agreement specifies the revenues pledged for repayment of the Loan, and the pledge is valid and enforceable.

2.03. AUDIT AND MONITORING REQUIREMENTS.

The District agrees to the following audit and monitoring requirements.

(1) The financial assistance authorized pursuant to this Loan Agreement consists of the following:

Federal Resources, Including State Match, Awarded to the Recipient Pursuant to this Agreement Consist of the Following:					
Federal Program Number	Federal Agency	CFDA Number	CFDA Title	Funding Amount	State Appropriation Category
CS120001-050	EPA	66.458	Capitalization Grants for State Revolving Funds	\$2,670,199	140131

(2) Audits.

(a) In the event that the District expends \$500,000 or more in Federal awards in its fiscal year, the District must have a single or program-specific audit conducted in accordance with the provisions of OMB Circular A-133, as revised. Subsection 2.03(1) of this Agreement indicates that Federal funds are awarded through the Department by this Agreement. In determining the Federal awards expended in its fiscal year, the District shall consider all sources of Federal awards, including Federal resources received from the Department. The determination of amounts of Federal awards expended should be in accordance with the guidelines established by OMB Circular A-133, as revised. An audit of the District conducted by the Auditor General in accordance with the provisions of OMB Circular A-133, as revised, will meet the requirements of this part.

(b) In connection with the audit requirements addressed in the preceding paragraph (a), the District shall fulfill the requirements relative to auditee responsibilities as provided in Subpart C of OMB Circular A-133, as revised.

(c) If the District expends less than \$500,000 in Federal awards in its fiscal year, an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, is not required. In the event that the District expends less than \$500,000 in Federal awards in its fiscal year and elects to have an audit conducted in accordance with the provisions of OMB Circular A-133, as revised, the cost of the audit must be paid from non-Federal resources (i.e., the cost of such an audit must be paid from District resources obtained from other than Federal entities).

(d) The District may access information regarding the Catalog of Federal Domestic Assistance (CFDA) via the internet at <http://aspe.os.dhhs.gov/cfda>.

(3) Report Submission.

(a) Copies of reporting packages for audits conducted in accordance with OMB Circular A-133, as revised, and required by Subsection 2.03(2) of this Agreement shall be submitted, when required by Section .320 (d), OMB Circular A-133, as revised, by or on behalf of the District directly to each of the following:

(i) The Department at each of the following addresses:

Don W. Berryhill, P.E., Chief
Bureau of Water Facilities Funding
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 3505
Tallahassee, Florida 32399-2400

Joe Aita, Audit Director
Office of the Inspector General
Florida Department of Environmental Protection
2600 Blair Stone Road, MS 40
Tallahassee, Florida 32399-2400

(ii) The Federal Audit Clearinghouse designated in OMB Circular A-133, as revised (the number of copies required by Sections .320 (d)(1) and (2), OMB Circular A-133, as revised, should be submitted to the Federal Audit Clearinghouse), at the following address:

Federal Audit Clearinghouse
Bureau of the Census
1201 East 10th Street
Jeffersonville, IN 47132

(iii) Other Federal agencies and pass-through entities in accordance with Sections .320(e) and (f), OMB Circular A-133, as revised.

(b) Pursuant to Section .320(f), OMB Circular A-133, as revised, the District shall submit a copy of the reporting package described in Section .320(c), OMB Circular A-133, as revised, and any management letters issued by the auditor, to the Department at the two addresses listed under Subsection 2.03(3)(a) of this Agreement.

(c) Any reports, management letters, or other information required to be submitted to the Department pursuant to this Agreement shall be submitted timely in accordance with OMB Circular A-133, Florida Statutes, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, as applicable.

(d) Districts, when submitting financial reporting packages to the Department for audits done in accordance with OMB Circular A-133, or Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General, should indicate the date that the reporting package was delivered to the District in correspondence accompanying the reporting package.

(4) Project-Specific Audit.

Within 12 months after the amendment establishing final Project costs the District shall submit to the Department a Project-specific audit report for the Loan related revenues and expenditures. The audit shall address Loan disbursements received, Project expenditures, and compliance with Loan Agreement covenants. The District shall cause the auditor to notify the Department immediately if anything comes to the auditor's attention during the examination of records that would constitute a default under the Loan Agreement. The audit findings shall set aside or question any costs that are unallowable under Chapter 62-503, Florida Administrative Code. A final determination of whether such costs are allowed shall be made by the Department.

However, notwithstanding the preceding paragraph, a Project-specific audit shall not be required if the only disbursements of Loan proceeds under this Agreement, including amendments thereto, are for allowance costs.

(5) Record Retention.

The District shall retain sufficient records demonstrating its compliance with the terms of this Agreement for a period of five years from the date the audit report is issued, and shall allow the Department, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The District shall ensure that audit working papers are made available to the Department, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three years from the date the audit report is issued, unless extended in writing by the Department.

(6) Monitoring.

In addition to reviews of audits conducted in accordance with OMB Circular A-133, as revised (see audit requirements above), monitoring procedures may include, but not be limited to, on-site visits by Department staff, limited scope audits as defined by OMB Circular A-133, as revised, and/or other procedures. By entering into this Agreement, the District agrees to comply and cooperate with any monitoring procedures/processes deemed appropriate by the Department. In the event the Department determines that a limited scope audit of the District is appropriate, the District agrees to comply with any additional instructions provided by the Department to the District regarding such audit. The District further agrees to comply and cooperate with any inspections, reviews, investigations, or audits deemed necessary by the Chief Financial Officer or Auditor General.

ARTICLE III - LOAN REPAYMENT ACCOUNT

3.01. LOAN DEBT SERVICE ACCOUNT.

The District shall establish a Loan Debt Service Account with a Depository and begin making Monthly Loan Deposits no later than the date set forth in Section 10.07 unless the date is revised by amendment of this Agreement.

Beginning six months prior to each Semiannual Loan Payment, the District shall make six Monthly Loan Deposits. The first five deposits each shall be at least equal to one-sixth of the Semiannual Loan Payment. The sixth Monthly Loan Deposit shall be at least equal to the amount required to make the total on deposit in the Loan Debt Service Account equal to the Semiannual Loan

Payment amount, taking into consideration investment earnings credited to the account pursuant to Section 3.02.

Any month in which the District fails to make a required Monthly Loan Deposit, the District's chief financial officer shall notify the Department of such failure. In addition, the District agrees to budget, by amendment if necessary, payment to the Department from other legally available funds all sums becoming due before the same become delinquent. This requirement shall not be construed to give superiority to the Department's claim on any revenues over prior claims of general creditors of the District, nor shall it be construed to give the Department the power to require the District to levy and collect any revenues other than Pledged Revenues.

3.02. INVESTMENT OF LOAN DEBT SERVICE ACCOUNT MONEYS.

Moneys on deposit in the Loan Debt Service Account shall be invested pursuant to the laws of the State of Florida. Such moneys may be pooled for investment purposes. The maturity or redemption date of investments shall be not later than the date upon which such moneys may be needed to make Semiannual Loan Payments. The investment earnings shall be credited to the Loan Debt Service Account and applied toward the Monthly Loan Deposit requirements.

3.03. LOAN DEBT SERVICE ACCOUNT WITHDRAWALS.

The withdrawal of moneys from the Loan Debt Service Account shall be for the sole purpose of making the Semiannual Loan Payment or for discharging the District's obligations pursuant to Section 8.01.

3.04. ASSETS HELD IN TRUST.

The assets in all accounts created under this Loan Agreement shall be held in trust for the purposes provided herein and used only for the purposes and in the manner prescribed in this Agreement; and, pending such use, said assets shall be subject to a lien and charge in favor of the Department.

ARTICLE IV - PROGRAM INFORMATION

4.01. PROJECT CHANGES.

After the Department's environmental review has been completed, the District shall promptly notify the Department, in writing, of any Project change that would require a modification to the environmental information document.

4.02. TITLE TO PROJECT SITE.

No later than the date established by Section 10.07, the District shall have an interest in real property sufficient for the construction and location of any facility planned and designed through Preconstruction Activities free and clear of liens and encumbrances which would impair the usefulness of such sites for the intended use. If a limited site title certification is accepted at that date, the Department shall establish a date for submittal of a clear site title certification in an amendment or new agreement which provides financing for construction of affected facilities.

4.03. RESERVED.

4.04. RESERVED.

4.05. PROHIBITION AGAINST ENCUMBRANCES.

The District is prohibited from selling, leasing, or disposing of any part of the Sewer System which would materially reduce operational integrity or Gross Revenues so long as this Agreement, including any amendment thereto, is in effect unless the written consent of the Department is first secured.

4.06. COMPLETION MONEYS.

In addition to the proceeds of this or subsequent loans, the District covenants that it has obtained, or will obtain, sufficient moneys from other sources to complete the Preconstruction Activities. The District also covenants that if additional Loan financing is provided for Construction Related Costs by amendment of this Agreement, it will obtain sufficient moneys from other sources as necessary to complete the Project.

4.07. CLOSE-OUT.

The Department may conduct a final inspection of the Preconstruction Activities records, or if this Agreement is amended to fund Construction Related Costs, the Department shall conduct a final inspection of the Project records. Following the inspection, deadlines for submitting additional disbursement requests, if any, shall be established, along with deadlines for uncompleted Loan requirements, if any. After the Department establishes the final allowance to be financed by the Loan, the amount may be adjusted by amendment. The Loan principal shall be reduced by any excess over the amount required to pay the approved allowance costs. As a result of such adjustment, the Semiannual Loan Payment shall be reduced accordingly, as addressed in Section 10.05.

4.08. LOAN DISBURSEMENTS.

Disbursements shall be made only by the State Chief Financial Officer and only when the requests for such disbursements are accompanied by a Department certification that such withdrawals are proper expenditures. Disbursements shall be made directly to the District for an allowance based on planning, engineering, and administration costs.

Requests by the District for disbursements of the preconstruction funds shall be made using the Department's disbursement request form but shall not require documentation of actual costs incurred. Up to twenty percent of the allowance shall be disbursed after a Loan Agreement is signed. Up to fifty percent of the allowance shall be disbursed after the planning documentation has been completed and accepted. The remainder of the allowance shall be disbursed after all procurement contracts are executed and shall be adjusted to reflect as-bid costs. The Department may disburse the entire estimated allowance amount after acceptance of the plans and specifications or completion of the request for proposals, if the District agrees to an allowance adjustment once all contracts have been bid.

Disbursements for Construction Related Costs shall occur only as a result of an amendment to this Agreement. The following allowance amount will be disbursed after the specified milestone events unless the allowance is reduced pursuant to Section 10.06:

Milestone Event	Amount
Loan Agreement executed	\$ 534,040
Department acceptance of planning documents	1,335,100
Department acceptance of executed procurement contracts	801,059
Total	\$ 2,670,199

ARTICLE V - RATES AND USE OF THE SEWER SYSTEM

5.01. RATE COVERAGE.

The District shall maintain rates and charges for the services furnished by the Sewer System which together with System Development Charges and Annual Wastewater Assessments will be sufficient to provide, in each Fiscal Year, Pledged Revenues equal to or exceeding 1.15 times the sum of the Semiannual Loan Payments due in such Fiscal Year. In addition, the District shall satisfy the coverage requirements of all senior and parity debt obligations.

5.02. NO FREE SERVICE.

The District shall not permit connections to, or furnish any services afforded by, the Sewer System without making a charge therefore based on the District's uniform schedule of rates, fees, and charges.

5.03. MANDATORY CONNECTIONS.

The District shall adopt, as necessary, and enforce requirements, consistent with applicable laws, for the owner, tenant or occupant of each building located on a lot or parcel of land which is served, or may reasonably be served, by the Sewer System to connect such building to the Sewer System.

5.04. NO COMPETING SERVICE.

The District shall not allow any person to provide any services which would compete with the Sewer System so as to materially and adversely affect Gross Revenues.

5.05. MAINTENANCE OF THE SEWER SYSTEM.

The District shall operate and maintain the Sewer System in a proper, sound and economical manner and shall make all necessary repairs, renewals and replacements.

5.06. ADDITIONS AND MODIFICATIONS.

The District may make any additions, modifications or improvements to the Sewer System which it deems desirable and which do not materially reduce the operational integrity of any part of the Sewer System. All such renewals, replacements, additions, modifications and improvements shall become part of the Sewer System.

5.07. COLLECTION OF REVENUES.

The District shall use its best efforts to collect all rates, fees and other charges due to it. The District shall establish liens on premises served by the Sewer System for the amount of all delinquent

rates, fees and other charges where such action is permitted by law. The District shall, to the full extent permitted by law, cause to discontinue the services of the Sewer System and use its best efforts to shut off water service furnished to persons who are delinquent beyond customary grace periods in the payment of Sewer System rates, fees and other charges.

ARTICLE VI - DEFAULTS AND REMEDIES

6.01. EVENTS OF DEFAULT.

Each of the following events is hereby declared an event of default:

(1) Failure to make any Monthly Loan Deposit or to make any installment of the Semiannual Loan Payment when it is due and such failure shall continue for a period of 30 days.

(2) Except as provided in Subsections 6.01(1) and (7), failure to comply with the provisions of this Agreement or failure in the performance or observance of any of the covenants or actions required by this Agreement and such failure shall continue for a period of 60 days after written notice thereof to the District by the Department.

(3) Any warranty, representation or other statement by, or on behalf of, the District contained in this Agreement or in any information furnished in compliance with, or in reference to, this Agreement, which is false or misleading.

(4) An order or decree entered, with the acquiescence of the District, appointing a receiver of any part of the Sewer System or Gross Revenues thereof; or if such order or decree, having been entered without the consent or acquiescence of the District, shall not be vacated or discharged or stayed on appeal within 60 days after the entry thereof.

(5) Any proceeding instituted, with the acquiescence of the District, for the purpose of effecting a composition between the District and its creditors or for the purpose of adjusting the claims of such creditors, pursuant to any federal or state statute now or hereafter enacted, if the claims of such creditors are payable from Gross Revenues of the Sewer System.

(6) Any bankruptcy, insolvency or other similar proceeding instituted by or against, the District under federal or state bankruptcy or insolvency law now or hereafter in effect and, if instituted against the District, is not dismissed within 60 days after filing.

(7) Failure of the District to give immediate written notice of default to the Department and such failure shall continue for a period of 30 days.

6.02. REMEDIES.

Upon an event of default and subject to the rights of others having prior liens on the Pledged Revenues, the Department may enforce its rights by any of the following remedies:

(1) By mandamus or other proceeding at law or in equity, cause to establish rates and collect fees and charges for use of the Sewer System, and to require the District to fulfill this Agreement.

(2) By action or suit in equity, require the District to account for all moneys received from the Department or from the ownership of the Sewer System and to account for the receipt, use, application, or disposition of the Pledged Revenues.

(3) By action or suit in equity, enjoin any acts or things which may be unlawful or in violation of the rights of the Department.

(4) By applying to a court of competent jurisdiction, cause to appoint a receiver to manage the Sewer System, establish and collect fees and charges, and apply the revenues to the reduction of the obligations under this Agreement.

(5) By certifying to the Auditor General and the Chief Financial Officer delinquency on Loan repayments, the Department may intercept the delinquent amount plus a penalty from any unobligated funds due to the District under any revenue or tax sharing fund established by the State, except as otherwise provided by the State Constitution. The Department may impose a penalty in an amount not to exceed an interest rate of 18 percent per annum on the amount due in addition to charging the cost to handle and process the debt. Penalty interest shall accrue on any amount due and payable beginning on the 30th day following the date upon which payment is due.

(6) By notifying financial market credit rating agencies and potential creditors.

(7) By suing for payment of amounts due, or becoming due, with interest on overdue payments together with all costs of collection, including attorneys' fees.

(8) By accelerating the repayment schedule or increasing the Financing Rate on the unpaid principal of the Loan to as much as 1.667 times the Financing Rate for a default under Subsection 6.01(1).

6.03. DELAY AND WAIVER.

No delay or omission by the Department to exercise any right or power accruing upon an event of default shall impair any such right or power or shall be construed to be a waiver of any such default or acquiescence therein, and every such right and power may be exercised as often as may be deemed expedient. No waiver or any default under this Agreement shall extend to or affect any subsequent event of default, whether of the same or different provision of this Agreement, or shall impair consequent rights or remedies.

ARTICLE VII - THE PLEDGED REVENUES

7.01. SUPERIORITY OF THE PLEDGE TO THE DEPARTMENT.

From and after the effective date of this Agreement, the Department shall have a lien on the Pledged Revenues, which along with any other Department State Revolving Fund liens on the Pledged Revenues, will be prior and superior to any other lien, pledge or assignment with the following exception. All obligations of the District under this Agreement shall be junior, inferior, and subordinate in all respects in right of payment and security to any additional senior obligations issued with the Department's consent pursuant to Section 7.02. Any of the Pledged Revenues may be released from the lien on such Pledged Revenues in favor of the Department if the Department makes a determination, based upon facts deemed sufficient by the Department, that the remaining Pledged Revenues will, in each

Fiscal Year, equal or exceed 1.15 times the debt service coming due in each Fiscal Year under the terms of this Agreement.

7.02. ADDITIONAL DEBT OBLIGATIONS.

The District may issue additional debt obligations on a parity with, or senior to, the lien of the Department on the Pledged Revenues provided the Department's written consent is obtained. Such consent shall be granted if the District demonstrates at the time of such issuance that the Pledged Revenues, which may take into account reasonable projections of growth of the Sewer System and revenue increases, plus revenues to be pledged to the additional proposed debt obligations will, during the period of time Semiannual Loan Payments are to be made under this Agreement, equal or exceed 1.15 times the annual combined debt service requirements of this Agreement and the obligations proposed to be issued by the District and will satisfy the coverage requirements of all other debt obligations secured by the Pledged Revenues.

ARTICLE VIII - GENERAL PROVISIONS

8.01. DISCHARGE OF OBLIGATIONS.

All payments required to be made under this Agreement shall be cumulative and any deficiencies in any Fiscal Year shall be added to the payments due in the succeeding year and all years thereafter until fully paid. Payments shall continue to be secured by this Agreement until all of the payments required shall be fully paid to the Department. If, at any time, the District shall have paid, or shall have made provision for the timely payment of, the entire principal amount of the Loan, and as applicable, Loan Service Fee, interest, and Grant Allocation Assessment charges, the pledge of, and lien on, the Pledged Revenues to the Department shall be no longer in effect. Deposit of sufficient cash, securities, or investments, authorized by law, from time to time, may be made to effect defeasance of this Loan. However, the deposit shall be made in irrevocable trust with a banking institution or trust company for the sole benefit of the Department. There shall be no penalty imposed by the Department for early retirement of this Loan.

8.02. RECORDS AND STATEMENTS.

Books, records, reports, engineering documents, contract documents, and papers shall be available to the authorized representatives of the Department and the U.S. Environmental Protection Agency's Inspector General for inspection at any reasonable time after the District has received a disbursement and until five years after the date that the Project-specific audit report, required under Subsection 2.03(4), is issued.

8.03. ACCESS TO WORK SITE.

The District shall provide access to offices and other sites where Preconstruction Activities or Project work (if financed by this Loan) is ongoing, or has been performed, to authorized representatives of the Department at any reasonable time. The District shall cause its engineers and contractors to provide copies of relevant records and statements for inspection.

8.04. ASSIGNMENT OF RIGHTS UNDER AGREEMENT.

The Department may assign any part of its rights under this Agreement after notification to the District. The District shall not assign rights created by this Agreement without the written consent of the Department.

8.05. AMENDMENT OF AGREEMENT.

This Agreement may be amended, except that no amendment shall be permitted which is inconsistent with statutes, rules, regulations, executive orders, or written agreements between the Department and the U.S. Environmental Protection Agency. A final amendment establishing the final allowance costs financed by this Loan and the actual Loan Service Fee shall be completed after the Department's final inspection of relevant documents and records.

8.06. ANNULMENT OF AGREEMENT.

The Department may unilaterally annul this Agreement if the District has not drawn any of the Loan proceeds within eighteen months after the effective date of this Agreement. If the Department unilaterally annuls this Agreement, the Department will provide written notification to the District.

8.07. SEVERABILITY CLAUSE.

If any provision of this Agreement shall be held invalid or unenforceable, the remaining provisions shall be construed and enforced as if such invalid or unenforceable provision had not been contained herein.

ARTICLE IX - RESERVED

ARTICLE X - DETAILS OF FINANCING

10.01. PRINCIPAL AMOUNT OF LOAN.

The principal amount of the Loan is \$2,749,799, which includes \$2,670,199 to be disbursed to the District and \$79,600 of Capitalized Interest.

Capitalized Interest is not disbursed to the District, but is amortized via periodic Loan repayments to the Department as if it were actually disbursed. Capitalized Interest is computed at the Financing Rate, or rates, set for the Loan. It accrues and is compounded annually from the time when disbursements are made until six months before the first Semiannual Loan Payment is due. Capitalized Interest is estimated prior to establishment of the schedule of actual disbursements.

10.02. LOAN SERVICE FEE.

The Loan Service Fee is estimated as \$53,404 for the Loan amount authorized to date. The fee represents two percent of the Loan amount excluding Capitalized Interest; that is, two percent of \$2,670,199. The fee shall be revised with any increase or decrease amendment. The Loan Service Fee shall be based on actual Project costs and will be assessed in the final Loan amendment.

10.03. FINANCING RATE.

The Financing Rate on the unpaid principal of the Loan amount specified in Section 10.01 is 2.51 percent per annum. The Financing Rate equals the sum of the interest rate and the Grant Allocation Assessment Rate. The interest rate is 1.255 percent per annum and the Grant Allocation Assessment rate is 1.255 percent per annum. However, if this Agreement is not executed by the District and returned to the Department before October 1, 2005, the Financing Rate may be adjusted. A new Financing Rate shall be established for any funds provided by amendment to this Agreement.

10.04. LOAN TERM.

The Loan shall be repaid in 40 Semiannual Loan Payments.

10.05. REPAYMENT SCHEDULE.

The Semiannual Loan Payment shall be computed based upon the principal amount of the Loan plus the estimated Loan Service Fee and Loan Service Fee capitalized interest, if any, and the principle of level debt service. The Department will deduct the Loan Service Fee and any associated interest from the first available repayments following the final amendment. The Loan principal and Semiannual Loan Payment amounts may be revised by amendment of the Agreement. After the final disbursement of Loan proceeds, the Loan principal will be adjusted to reflect the actual dates and amounts of disbursements. Accordingly, the Semiannual Loan Payment amount shall be adjusted, taking into consideration any previous payments.

Until the principal amount of the Loan is amended, the Semiannual Loan Payment shall be in the amount of \$89,566. The interest and Grant Allocation Assessment portions of each Semiannual Loan Payment shall be computed, using their respective rates, on the unpaid balance of the principal amount of the Loan, which principal includes Capitalized Interest. Interest (at the Financing Rate) shall also be computed on the unpaid balance of the estimated Loan Service Fee. The interest and Grant Allocation Assessment on the unpaid balance shall be computed as of the due date of each Semiannual Loan Payment.

Unless repayment is deferred by an amendment to this Agreement, Semiannual Loan Payments shall be received by the Department beginning on August 15, 2008, and semiannually thereafter on February 15 and August 15 of each year until all amounts due have been fully paid. Funds transfer shall be made by electronic means.

The Semiannual Loan Payment amount is based on the total amount owed of \$2,803,203, which consists of the Loan principal plus the estimated Loan Service Fee with its Capitalized Interest, if any.

10.06. PROJECT RELATED COSTS.

The District and the Department acknowledge that actual Project costs and Preconstruction Activities allowance costs have not been determined as of the effective date of this Agreement. An adjustment to the Preconstruction Activities allowance may be made due to a reduction in the scope of work proposed for construction or based on construction contract bid prices. Failure to achieve Department acceptance of plans and specifications prior to the date specified in Section 10.07 may cause adjustment of the Preconstruction allowance. Capitalized Interest will be recalculated based on actual dates and amounts of Loan disbursements. The final allowance amount, and Project costs if financed by

this Loan, shall be established in the final amendment. Changes in the Preconstruction Activities allowance or Project costs may also occur as a result of the District's audit or the Department's audit.

The District agrees to the following estimates of the Preconstruction Activities allowance and related costs:

Allowance (Disbursable Amount)	\$	2,670,199
Capitalized Interest	\$	<u>79,600</u>
TOTAL (Loan Principal Amount)	\$	2,749,799

The listed allowance is based on estimated construction costs of \$35,000,000, which excludes Capitalized Interest.

10.07. SCHEDULE.

All Preconstruction Activities shall be completed no later than the completion of all Preconstruction Activities date set forth below. Planning activities shall be completed in time to enable the Department to accept the planning documents as scheduled in Subsection (1) below.

- (1) Design of all Project facilities proposed for loan funding no later than December 15, 2006.
- (2) Certification of availability of all sites for facilities proposed for loan funding no later than June 15, 2006.
- (3) Evidence that permitting requirements have been satisfied for all Project facilities proposed for construction loan funding no later than July 15, 2007.
- (4) Completion of all Preconstruction Activities for all Project facilities proposed for loan funding no later than August 15, 2007.
- (5) Unless deferred by amendment, establish the Loan Debt Service Account and begin Monthly Loan Deposits no later than February 15, 2008.
- (6) Unless deferred by amendment, provide certifications under Subsection 2.01(10) beginning May 15, 2008, and annually thereafter no later than September 30 of each year until the final Semiannual Loan Payment is made.
- (7) Unless this Agreement is amended to provide construction financing, the first Semiannual Loan Payment in the amount of \$89,566 shall be due August 15, 2008.

REMAINDER OF PAGE INTENTIONALLY LEFT BLANK

ARTICLE XI - EXECUTION OF AGREEMENT

This Loan Agreement WW46401P shall be executed in three or more counterparts, any of which shall be regarded as an original and all of which constitute but one and the same instrument.

IN WITNESS WHEREOF, the Department has caused this Agreement to be executed on its behalf by the Secretary of the Department and the District has caused this Agreement to be executed on its behalf by its Authorized Representative and by its affixed seal. The effective date of this Agreement shall be as set forth below by the Secretary of the Department.

for

KEY LARGO WASTEWATER TREATMENT DISTRICT

Chairman

Attest

I attest to the opinion expressed in Section 2.02,
entitled Legal Authorization, and as to form and
correctness.

Secretary

District Attorney

SEAL

for

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION**

Secretary

Date

(7) All District representations to the Department, pursuant to the Loan Application and Agreement, were true and accurate as of the date such representations were made. The financial information delivered by the District to the Department was current and correct as of the date such information was delivered. The District shall comply with Chapter 62-503, Florida Administrative Code, and all applicable State and Federal laws, rules, and regulations which are identified in the Loan Application or Agreement. To the extent that any assurance, representation, or covenant requires a future action, the District shall take such action as is necessary for compliance.

(8) The District shall maintain records using generally accepted accounting principles established by the Governmental Accounting Standards Board. As part of its bookkeeping system, the District shall keep accounts of the Sewer System separate from all other accounts and it shall keep accurate records of all revenues, expenses, and expenditures relating to the Sewer System, and of the Pledged Revenues, Loan disbursement receipts, and Loan Debt Service Account.

(9) In the event the anticipated Pledged Revenues are shown by the District's annual budget to be insufficient to make the Semiannual Loan Payments for such Fiscal Year when due, the District shall include in such budget other legally available funds which will be sufficient, together with the Pledged Revenues, to make the Semiannual Loan Payments. Such other legally available funds shall be budgeted in the regular annual governmental budget and designated for the purpose provided by this Subsection, and the District shall collect such funds for application as provided herein. The District shall notify the Department immediately in writing of any such budgeting of other legally available funds. Nothing in this covenant shall be construed as creating a pledge, lien, or charge upon any such other legally available funds, or requiring the District to levy or appropriate ad valorem tax revenues, or preventing the District from pledging to the payment of any bonds or other obligations all or any part of such other legally available funds.

(10) Each year, beginning three months before the first Semiannual Loan Payment and ending with the year during which the final Loan repayment is made, the District's Authorized Representative or its chief financial officer shall submit, no later than the date established in Section 10.07, a certification that: (a) Pledged Revenue collections satisfy, on a pro rata basis, the rate coverage requirement; (b) the Loan Debt Service Account contains the funds required; and (c) insurance, including that issued through the National Flood Insurance Program authorized under 42 U.S.C. secs. 4001-4128 when applicable, is in effect for the facilities generating the Pledged Revenues, and adequately covers the customary risks to the extent that such insurance is available.

(11) Pursuant to Section 216.347 of the Florida Statutes, the District shall not use the Loan proceeds for the purpose of lobbying the Florida Legislature, the Judicial Branch, or a State agency.

(12) The District agrees to complete the Preconstruction Activities and, if included by an amendment to this Agreement, the Project, in accordance with the Preconstruction Activities schedule set forth in Section 10.07 and a Project schedule added by amendment to this Agreement. Delays incident to strikes, riots, acts of God, and other events beyond the reasonable control of the District are excepted. However, there shall be no resulting diminution or delay in the Semiannual Loan Payment or the Monthly Loan Deposit.

(13) The District covenants that this Agreement is entered into for the purpose of completing planning, engineering, and administrative activities in order to construct facilities which will, in all events, serve a public purpose.

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

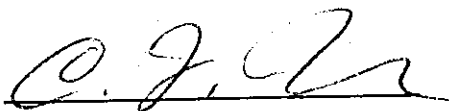
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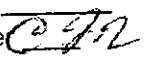
SUBJECT: Waiver Form

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 8-26-05



Originating Department: District Counsel Thomas Dillon	Costs: Approximately \$ Funding Source: Acct.	Attachments: Waiver Form
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 draft form to be used to exclude parcels from assessment under the pending resolution.

This item will be emailed to you.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

This document prepared by (and after recording return to):)

Name: Key Largo Wastewater Treatment District)

Address: P.O. Box 491)

City, State, Zip: Key Largo, FL 33037-0491)

Phone: 305-453-5804)

-----Above This Line Reserved For Official Use Only-----

Property Appraiser Parcel Identification Number(s) =

KEY LARGO WASTEWATER TREATMENT DISTRICT
WAIVER OF WASTEWATER SERVICE
AND
ACKNOWLEDGEMENT OF POTENTIAL COSTS

THIS WAIVER of wastewater service and acknowledgement of potential costs is executed on the date(s) shown below:

WHEREAS, on August 31, 2005, the Key Largo Wastewater Treatment District ("District") adopted a Initial Assessment Resolution levying non-ad valorem assessments against each of the Tax Parcels listed in Attachment A under and in accordance with Chapter 197.3632, Florida Statutes; and

WHEREAS, the purpose of the non-ad valorem assessments is to recover a portion of the costs of providing wastewater service to the Tax Parcels listed in Attachment A; and

WHEREAS, the undersigned are all of the owners, or the authorized representatives of all of the owners, of the Tax Parcels listed in Attachment A; and

WHEREAS, in order to induced the District to waive the non-ad valorem assessment against one or more of the Tax Parcels listed in Attachment A ("Excluded Parcels"), (1) the undersigned are certifying that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development, and (2) the undersigned are waiving their right to receive wastewater service to the Excluded Parcels; and

WHEREAS, even though the Excluded Parcels will not receive wastewater service at this time, the Excluded Parcels will nevertheless receive a special benefit from construction by the District of wastewater collection, transmission, and treatment facilities, but relying on the representations above, the District is willing to forego an assessment against the Excluded Parcels at this time; and

WHEREAS, the District has advised the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the service will be significantly greater than the costs of providing service at this time;

NOW, THEREFORE, in consideration of the premises and in further consideration of the promises below, the undersigned agree:

1. The undersigned certify that they are all of the owners, or legal representatives of all of the owners, of the Tax Parcels, as shown in the records of the Monroe County Property Appraiser, listed in Attachment A.
2. The undersigned certify that they desire to receive wastewater service to the Tax Parcel listed in Attachment A and designated as the Tax Parcel receiving wastewater service, and further hereby waive their right to receive wastewater to the Tax Parcel(s) listed in Attachment A and designated as Excluded Parcel(s).
3. The undersigned certify that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development.
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2005 non-ad valorem assessment.
5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.
6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).
7. The District acknowledges receipt of an administrative fee of \$ ____ for each Excluded Parcel.

[This Space Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Witness

Witness

Sign: _____

Sign: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires:

WAIVER OF WASTEWATER SERVICE
AND
ACKNOWLEDGEMENT OF POTENTIAL COSTS
Attachment A

Tax Parcel receiving wastewater Service:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcels:

Excluded Parcel No. 1:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 2:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 3:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 4:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

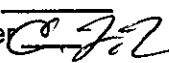
SUBJECT: Key Largo Chamber of Commerce

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 9-2-05



Originating Department: General Manager	Costs: Approximately \$ Funding Source: Acct.	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering____ <input type="checkbox"/> Clerk____	Advertised: 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: A "Not for Profit" membership is \$60 a year and has no voting rights. A regular membership is \$230 a year and has voting rights. The Board membership in the Key Largo Chamber of Commerce is up for renewal.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

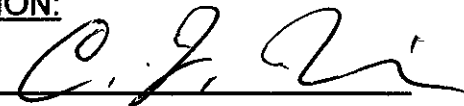
☐ Other:

SUBJECT: Bond Counsel

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 9-1-05



Originating Department: District Counsel	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> District Counsel <u>T.D.</u> <input checked="" type="checkbox"/> General Manager <u>C.J.</u> <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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:

Based on discussion with RBC Dain Rauscher, I believe that it is time for the District to procure the services of bond counsel/disclosure counsel. RBC Dain Rauscher recommends the following firms: Nabors Giblin & Nickerson; Bryant Miller and Olive; Lewis Longman and Walker; Squire Sanders and Dempsey (Lori Smith Lalla); Moyle, Flanigan (Mark Raymond)

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

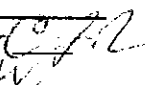
☐ Other

SUBJECT: Employee Performance Evaluation

RECOMMENDED MOTION/ACTION. Discussion, Status report

Approved by General Manager 

Date: 8-25-05

Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: Evaluation form
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input checked="" type="checkbox"/> Finance <u>MW</u>	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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: Staff proposed the attached employee performance evaluation form.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

Employee Performance Evaluation

EVALUATION PROCESS

- Step 1 Supervisor completes Major Tasks & Responsibilities on Pages 1&2.
- Step 2 Supervisor and employee independently complete Evaluation & Comment sections on Pages 1&2.
- Step 3 Third party combines comments and the completed sheets are returned to supervisor and employee.
- Step 4 Supervisor completes numerical ratings on pages 1&2, completes General Performance numerical ratings on page 3, and completes Supervisor's General Comments on page 4.
- Step 5 Supervisor and employee meet to discuss the completed evaluation.
- Step 6 Supervisor and employee both sign the evaluation form.
- Step 7 A copy of the evaluation is given to the employee and the original is placed in the employee's personnel file.

Key Attributes of the Process

- 1. Interactive between supervisor and employee.
- 2. Both qualitative and quantitative.
- 3. Overall performance can meet requirements, or even exceed requirements, yet specific elements may be rated as needing improvement.
- 4. Employee participates fully, but supervisor remains in control throughout the process.

EMPLOYEE PERFORMANCE EVALUATION

Employee Name _____ Position _____

Evaluation Date _____ Evaluation Type _____

Major Tasks & Responsibilities	Supervisor Evaluation & Comment	Employee Evaluation & Comment
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		

EMPLOYEE PERFORMANCE EVALUATION

Employee Name _____ Position _____

Major Tasks & Responsibilities	Supervisor Evaluation & Comment	Employee Evaluation & Comment
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		

Total Tasks & Responsibilities Rating	
---------------------------------------	--

EMPLOYEE PERFORMANCE EVALUATION

	Job Requirements		
	Exceeds (9-10)	Meets (6-8)	Improve (1-5)
GENERAL PERFORMANCE CATEGORIES			
Initiative: Ability to suggest and initiate usable and innovative techniques, methods, procedures; resourcefulness; self reliance; ability to stimulate others to think and work.			
Quantity of Work: Volume of work which is accomplished, considering difficulty of the work done; efficiency with which work is accomplished.			
Quality of Work: Degree of excellence of the work performed, including degree of accuracy, neatness, completeness, thoroughness, carefulness, workmanship and craftsmanship.			
Leadership: Ability to set an example for others to follow; to set realistic and challenging goals for self and others; to command respect and support from others.			
Dependability & Work Habits: Reliability and attention to work; completion of tasks properly and in a timely manner; observance of rules, regulations, procedures, methods and instructions; organization of work.			
Judgement & Problem Solving: Ability to identify problem conditions, secure required data, reach logical and effective conclusions, understand constraints, and take effective corrective action.			
Budget Management: Concern for efficiency of operations and cost effectiveness; appropriate documentation of expenditures; keeping expenditures within budgeted amounts.			
Experience & Knowledge: Degree to which employee possesses specific knowledge and skills (e.g. technical, procedural, policy or other) to perform well and handle complex aspects of the job.			
Interpersonal Skills: Ability to establish and maintain effective working relationships with subordinates, superiors, peers and the public; to accept constructive criticism; to positively influence others.			
Personal Qualities: Attributes which enhance successful performance and presentation of self to co-workers and public (i.e. attitude, appearance, self control, cooperativeness, integrity, sensitivity to others)			
Communication (Written & Verbal): Ability to organize and present information effectively; to make and support a point or conclusion, to actively listen; to communicate with a variety of audiences.			
Planning & Organizational Skills: Ability to plan ahead and set realistic goals, objectives and priorities; to commit activities to a realistic schedule; to anticipate problems and future conditions.			

Total General Performance Rating

Key Largo Wastewater Treatment District

Page 4

EMPLOYEE PERFORMANCE EVALUATION

Tasks & Responsibilities Rating	+	General Performance Rating	=	Overall Performance Rating
---------------------------------	---	----------------------------	---	----------------------------

Exceeds Requirements	54-60	108-120	162-180
Meets Requirements	36-53	72-107	108-161
Needs Improvement	6-35	12-73	18-107

Supervisor's General Comments:

Supervisor Signature _____

Date _____

Employee Signature _____

Date _____

TAB 8

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

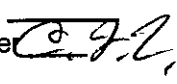
SUBJECT: Properties requesting modification to System Development Charge Assessment.

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: Sept. 2, 2005



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: List of request.
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 attached is a list of the properties in the District's current projects that have requested a review of their system development charges.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

PROPERTIES REQUESTING MODIFICATION TO ASSESSMENT

RESIDENTIAL OR COMMERCIAL	PERSON OR COMPANY MAKING REQUEST	PHYSICAL LOCATION	RE NUMBER	BASIS FOR REQUEST FOR EXEMPTION
Residential	Gene Brian DeMambro	L 5 BLK 25, Key Largo Park	00528590-000000	In the process of being dedicated to Mo. Co. for ROGO points
Residential	Harry W. Brunnhoelzl	L 15 BLK 4	00523990-000000	In the process of being combined with lot 00523990-000000
Residential	Lee & Winifred Ellsworth	39 Lakeshore Drive Key Largo Park	00529600-000000	In the process of consolidating with 00529590-000000
Residential	TGSV Enterprises, Inc Jesus M. Gomez	L 8, 9, & 19 BLK 23 Key Largo Park	00528390-000000 00528300-000000 00528290-000000	Properties have a Lot Aggregation Restrictive Covenant reducing density to 1 unit on these lots
Government	Monroe County Mark J. ROsch	L 1-7, 22-28 BLK 7 Key Largo Park	00524340 thru 00524400-000000 and 524550 thru 00524610-000000	Properties are tropical hardwood hammock purchased for conservation
Residential	Mary Maloney	24 Lakeview Drive, Key Largo Park	00528200-000000 00528460-000000	In the process of having them combined into one lot to build a house on
Residential	Harry Wells	L 18 & 20 BLK 10 Key Largo Park	00525620-000000 00525600-000000	Plans to combine these 2 lots with lot 19
Residential	Marco & Marivel Mesa	13 Coconut Drive Key Largo Park	00525990-000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marco & Marivel Mesa	L 15 BLK 27 Key Largo Park	00529120-000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marco & Marivel Mesa	L 22 BLK 13	00526190-000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marilyn & Michael Mackel	L 29, BLK 25	00528830-000000	Property is considered a Tier 1 Donation Lot

RESIDENTIAL OR COMMERCIAL	PERSON OR COMPANY MAKING REQUEST	PHYSICAL LOCATION	RE NUMBER	BASIS FOR REQUEST FOR EXEMPTION
Residential	Linda S. Klopp	105 Silver Springs Drive Key Largo Par	00525460-0000000 00525670-0000000	Waiting for probate to close in mid November to apply for unity of title. Lots are too small to build on individually.
Residential	Chris Sante	58 Waterways Drive	00529880-0000000	Does not intend to build on lot. Is now the driveway to the house
Residential	Greta Davis	Key Largo Park	00526620-0000000	Lot has been determined to be an environmental hammock and can not be built on unless it is joined with an adjacent lot
Commercial	George Angelis	Tower Pizza		Requesting a review of calculation of charges because of a water leak in 2002. Also large amount of water usage is for gardening
Residential	P & R Smith Rerrato Perez, Esquire	L 7, 8, 13, & 14 BLK 27 Key Largo Park	00529110-0000000 00529050-0000000 00529040-0000000 00529100-0000000	Have applied for a building permit using all 4 lots as 1 lot. Permit No. 04-03-0478
Residential	Rimma Rodriguez	42 Orange Drive Key Largo Park	00527020-0000000	Have applied for parcel Combination to 00526860-0000000
Commercial	Virginia/Illinois LTD Bob Redman	Key largo Park	00087550-000100	Lot is smaller than a minimum size building lot. Parcel is not part of the adjacent subdivision. Now houses a non-conforming advertising sign

TAB 9

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

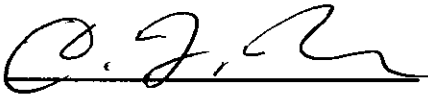
SUBJECT: Calusa Campground Wastewater Collection System

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date:

9-2-05



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> District Counsel <u>E. J.</u> <input checked="" type="checkbox"/> General Manager <u>E. J.</u> <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 District General Manager and Council presented the options available to Calusa Campground to connect to the District wastewater system. The Calusa Campground condominium Association voted to request the District to install and maintain a collection system in their park for wastewater. District Council will now prepare the required documents for this agreement.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 10

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No. _____

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other: _____

SUBJECT: Projects Status Report

RECOMMENDED MOTION/ACTION: No action required

Approved by General Manager _____

Date: September 2, 2005

Originating Department: Weiler Engineering	Costs: \$ _____ Funding Source: _____ Acct. # _____	Attachments: Weiler Engineering Projects Status Report
Department Review: <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 _____	Advertised: 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 District Engineer will review the status of the District's Capital Projects.

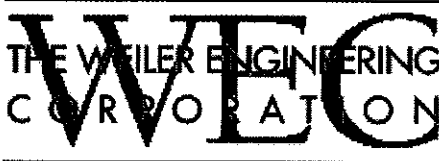
Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



"Excellence in Engineering"

20020 Veterans Boulevard., Suite 7
Port Charlotte, FL 33954
(941) 764-6447 ph
(941) 764-8915 fax

Key Largo Wastewater Treatment District Engineering Status Report Period Ending 08/31/05

Key Largo Park

Pre-excavation for vacuum pits and vacuum mains was begun in August. ADB has hired Hydro Rock to pre-excavate using their trencher. The excavations are being back-filled after trenching. ADB will excavate the pre-dug areas using their backhoes and will the place and bed vacuum pits and sewer mains. No pipe or pits had been placed as of the date of this report.

ADB has ordered and received some materials, including SDR 21 vacuum main piping. The materials are stored in their yard adjacent to the project areas. They have also accepted delivery of vacuum pits and manhole covers from the District's direct-purchased materials. These have been transferred from the Higgins yard to the ADB yard for storage until needed.

ADB intends to pursue limited directional drilling as a vacuum main installation procedure where feasible. They are coordinating these efforts with Denny Moss of AirVac. Where directional drilling is not an option, the piping will be installed by conventional open trenching.

Key Largo Trailer Village

Installation of vacuum pits and gravity service laterals was completed in the Village in August. The vacuum collection system is completed with the exception of a small quantity of 8" and 4" vacuum main in the US 1 corridor. Restoration in the Village is on-going.

KLTV Treatment Plant

The vacuum station equipment was received in August, a few weeks ahead of the scheduled date of delivery in September. The vacuum tank and sewage pumps were installed in the vault and the vacuum pump skid and vacuum control panel were placed in the MCC/Administration building.

*Prepared for the KLWTD Board by:
Ed Castle, Project Manager*

As previously reported, the Fluidyne equipment, including the SBR tanks, the filters, the effluent equalization/digester tank and ancillary equipment has been placed.

Representatives from Fluidyne met with The Haskell Company on site on August 31st to consult regarding proper placement of chemical feed equipment and installation of pumps and other equipment. Electrical work and finish structural work, including stucco and painting, continued in August. The odor control system and the influent screening system installations were completed in August.

Lake Surprise Project

Preliminary design of the north component force main progressed in August. One conference call and one on-site meeting were held with CPH staff, District staff and WEC staff. Further definition of the US 1 crossings was accomplished. CPH has obtained the FKAA record drawings for the area and has begun hydraulic modeling of the force main system.

The CPH proposal for the design of the collection systems for the Lake Surprise basin and the Largo Gardens basin was reviewed further during a meeting with CPH at the District office. Modification of the boundaries of the Largo Gardens basin boundaries was requested and clarification of other components was provided. Negotiations on pricing continue.

Further review of the Arcadis/MWH proposal for the wastewater treatment and disposal systems occurred in this period, with comments being provided during several telephone conversations and conference calls. A revised proposal is to be provided in late August. Further detail on man-hour estimates and additional information on levels of effort were requested to help move price negotiations forward. The scope of the reuse feasibility study was clarified, with a resultant reduction in estimated engineering costs. On-site reclaimed water storage is to be included in the study and may be designed, depending on the economic analysis.

Haskell Pay Applications

Payment of Haskell Pay Application No. 22 was approved in August. All necessary adjustments were made and all necessary documentation was provided.

Regulatory Compliance Issues

It has been reported that the final submittal of information requested by the FDEP for the Environmental Resources Permit has been provided. WEC has not yet received a copy of the final permit.

Project Team Meetings and Actions

Ed Castle attended the scheduled Board meetings on August 3rd and 17th. He also met with KLWTD staff on those dates prior to the Board meetings. He also attended the construction progress meetings either in person or by telephone for Key Largo Park on August 3rd, 10th and 17th. He also attended the weekly District Staff meetings on August 1st, 15th, 22nd and 29th either in person or by telephone. He also attended a design review meeting at the District office on August 29th with CPH and District staff.

Ed Castle, Dan Saus and Dave Gile of WEC performed construction inspection throughout the period.

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: September 7, 2005
Re: TAB 2

Attached is an updated pending payments list. The change is highlighted in yellow.

Key Largo Wastewater Treatment District

**Payments Pending 09/07/05
Prepared 09/02/05**

CONSOLIDATED CASH BALANCE FORWARD **\$ (32,426.54)**

Administration & Operations

Cash Balance A&O Account Forward \$ 122,734.28

Plus: No Receipts

Less: America General - Cleaning Service (3 weeks)	228.00
FL Dept. of Mgmt. Svcs. - Telephone	273.01
Nissan - Truck Lease	219.00
Tom Dillon - Legal Services	7,979.50
Board Compensation - August	4,500.00
Staff Salaries - August	18,676.15
Payroll Benefits - FICA & Medicare	2,382.48
Sub-total Invoices	<u>34,258.14</u>

\$ (34,258.14)

Cash Balance A&O Account If All Paid \$ 88,476.14

Memo: MSTU Draw #11 Submitted 7/22/05 \$46,929

Key Largo Park

Cash Balance KLP Account Forward \$ (25,345.86)

Plus: No Receipts

Less: Tom Dillon - Legal Services	30.00
Weiler Engineering - August	3,090.73
Staff Salaries (Incl. benefits) - August	4,409.33
Sub-total Invoices	<u>7,530.06</u>

(7,530.06)

Cash Balance KLP Account If All Paid \$ (32,875.92)

Memo: MC Cesspit Draw #1 Submitted 7/22/05 \$ 17,464

Key Largo Trailer Village

Cash Balance KLT Account Forward \$ (129,814.96)

Plus: No Receipts

Less: Tom Dillon - Legal Services	1,024.00
Weiler Engineering - August	5,656.78
Fluidyne Corporation - Control Panel	78,000.00
Staff Salaries (Incl. benefits) - August	7,153.86
Sub-total Invoices	<u>91,834.64</u>

(91,834.64)

Cash Balance KLT Account If All Paid \$ (221,649.60)

Memo: FEMA Draw #8 Submitted 7/20/05 \$ 933,518

DCA Cesspit Draw #1 Submitted 7/22/05 \$ 654,049

FEMA Draw #9 (Final) Submitted 8/02/05 \$ 8,373

North Key Largo Development

Cash Balance NKLD Account Forward (8,653.38)

Plus: MC Grant Advance 1,000,000.00

Less: Tom Dillon - Legal Services	743.50
Staff Salaries (Incl. benefits) - August	1,855.09
	<u>2,598.59</u>

997,401.41

Cash Balance NKLD Account If All Paid 988,748.03

CONSOLIDATED CASH BALANCE IF ALL PAID **\$ 831,362.03**

NOTE: A TOTAL OF \$ 1,000,333 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: September 7, 2005
Re: TAB 4

Attached is an updated Waiver form to replace the one in TAB 4. I have also included a copy of Tom Dillon's email.

Carol Simpkins

From: lawtmd@bellsouth.net

Sent: Wednesday, September 07, 2005 10:32 AM

To: Margaret Blank; Carol Walker; Chuck Fishburn; EdRCastle@aol.com; Jeff Weiler; Martin Waits; Gary Bauman (E-mail); Charles Brooks (E-mail); Andrew Tobin; Claude Bullock; Glenn Patton

Subject: revised waiver form

I am attaching a revised waiver form for the Board's consideration tonight. This form incorporates suggestions by Commissioner Tobin.

Tom

9/7/2005

This document prepared by (and after recording
return to):)

Name: Key Largo Wastewater
Treatment District)

Address: P.O. Box 491)

City, State, Zip: Key Largo, FL 33037-0491)

Phone: 305-453-5804)

-----Above This Line Reserved For Official Use Only-----

Property Appraiser Parcel Identification Number(s) =

KEY LARGO WASTEWATER TREATMENT DISTRICT

WAIVER OF WASTEWATER SERVICE

AND

ACKNOWLEDGEMENT OF POTENTIAL COSTS

THIS WAIVER of wastewater service and acknowledgement of potential costs is executed on the date(s) shown below:

WHEREAS, on August 31, 2005, the Key Largo Wastewater Treatment District ("District") adopted a Final Assessment Resolution levying non-ad valorem assessments against each of the Tax Parcels listed in Attachment A under and in accordance with Chapter 197.3632, Florida Statutes; and

WHEREAS, the purpose of the non-ad valorem assessments is to recover a portion of the costs of providing wastewater service to the Tax Parcels listed in Attachment A; and

WHEREAS, the undersigned are all of the owners of the Tax Parcels listed in Attachment A; and

WHEREAS, in order to induce the District to waive the non-ad valorem assessment against one or more of the Tax Parcels listed in Attachment A ("Excluded Parcels"), (1) the undersigned are certifying that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development, and (2) the undersigned are waiving their right to receive wastewater service to the Excluded Parcels; and

WHEREAS, even though the Excluded Parcels will not receive wastewater service at this time, the Excluded Parcels will nevertheless receive a special benefit from construction by the District of wastewater collection, transmission, and treatment facilities, but relying on the representations above, the District is willing to forego an assessment against the Excluded Parcels at this time; and

WHEREAS, the District has advised the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the service will be significantly greater than the costs of providing service at this time;

NOW, THEREFORE, in consideration of the premises and in further consideration of the promises below, the undersigned agree:

1. The undersigned certify that they are all of the owners, or legal representatives of all of the owners, of the Tax Parcels, as shown in the records of the Monroe County Property Appraiser, listed in Attachment A.
2. The undersigned certify that they desire to receive wastewater service to the Tax Parcel listed in Attachment A and designated as the Tax Parcel receiving wastewater service, and further hereby waive their right to receive wastewater to the Tax Parcel(s) listed in Attachment A and designated as Excluded Parcel(s).
3. The undersigned certify that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development.
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2005 non-ad valorem assessment.
5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.
6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).
7. The District acknowledges receipt of an administrative fee of \$___ for each Excluded Parcel.
8. The undersigned mortgagee(s) hereby consent to this waiver of wastewater service and acknowledgement of potential costs, and all of its terms.
9. This waiver and all of its terms shall be binding upon, and inure to the benefit of, the signatories, their successors and assigns, and all subsequent owners of the Tax Parcels listed in Attachment A, and each of them.

[This Space Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Witness

Witness

Sign: _____

Sign: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires:

Mortgagee Consent

The undersigned Mortgagee consents to the foregoing waiver of wastewater service and acknowledgement of potential costs.

Mortgagee Name: _____

By: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

Mortgagee Consent

The undersigned Mortgagee consents to the foregoing waiver of wastewater service and acknowledgement of potential costs.

Mortgagee Name: _____

By: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

WAIVER OF WASTEWATER SERVICE
AND
ACKNOWLEDGEMENT OF POTENTIAL COSTS

Attachment A

Tax Parcel receiving wastewater Service:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcels:

Excluded Parcel No. 1:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 2:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 3:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 4:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

P.O. Box 491 Key Largo, FL 33037
Phone: 305-453-5804
Fax: 305-453-5807

**Key Largo
Wastewater
Treatment District**

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: September 7, 2005
Re: TAB 7

Please see the attached Employee Evaluation Form. It is an addition to TAB 7.

Additional Comments: See attachment

Section II: Job Responsibilities

List the associate's job responsibilities during the review period:

Section III: Accomplishments

List the associate's accomplishments during the review period:

Section IV: Development Plans

- A. Associate's major strengths:
- B. Areas that need further development:
- C. Describe the plan that has been agreed upon to improve the associate's level of performance. Include no more than two or three concrete points.

Section V: Appraisal Interview Review

- A. Associate's comments following appraisal interview and reading of entire appraisal form. (To be written by associate.) If desired, associate may submit comments on separate pages, to be attached to this form.
- B. Appraiser's comments, following interview and comments by associate.

Section VI: Signatures

Appraiser: _____ Date: _____

Appraiser's Manager: _____ Date: _____

Associate: _____ Date: _____

KEY LARGO WASTEWATER TREATMENT DISTRICT
BOARD OF COMMISSIONERS

AGENDA



Wednesday, September 7, 2005 at 5:00 PM
98880 Overseas Hwy
Key Largo, FL 33037

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. BULK ITEMS

I. ACTION ITEMS

1. KLWTD FY 2006 Budget
RESOLUTION NO. 12-09-05

TAB 1

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE KEY LARGO WASTEWATER TREATMENT DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 2006 FOR THE DISTRICT LOCATED IN MONROE COUNTY, FLORIDA; PROVIDING FOR THE GENERAL MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

2. Pending Payments List

TAB 2

3. State Revolving Fund Loan Agreement

TAB 3

RESOLUTION NUMBER NO. 09-09-05

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT APPROVING, ADOPTING, AND RATIFYING, A LOAN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND, AND MAKING CERTAIN COMMITMENTS IN CONNECTION WITH THE LOAN AGREEMENT.

4. Form to be used for modification to System Development Charge Assessment

TAB 4

5. Membership in Key Largo Chamber of Commerce

TAB 5

6. Bond Counsel Selection

TAB 6

7. Assessment Role Certification

J. DISCUSSION ITEMS

7. "Employee Performance Evaluation"

TAB 7

8. List of Properties requesting change in System Development Charge Assessment

TAB 8

9. Calusa Camp Ground
Wastewater Collection System

TAB 9

K. STATUS REPORTS

10. Engineer's Project Status Report

TAB 10

L. ADJOURNMENT

TAB 1

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No. |

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

SUBJECT: FY 2006 Budget

RECOMMENDED MOTION/ACTION: Adoption of Resolution 12-09-05

Approved by General Manager _____

Date: _____

Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments: Resolution
Department Review: <input type="checkbox"/> District Counsel _____ <input type="checkbox"/> General Manager _____ <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: 8/31 & 9/4 _____ 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 following changes to the Proposed Budgets presented at the meeting on August 31, 2005 have now been incorporated:

- (1) The pool for salary adjustments has been reduced from \$25,000 to \$16,750 (5%).
- (2) Annual compensation for the new position Customer Service Clerk has been reduced from \$41,600 to \$28,000.

RESOLUTION NO. 12-09-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE KEY LARGO WASTEWATER TREATMENT DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 2005 FOR THE DISTRICT LOCATED IN MONROE COUNTY, FLORIDA; PROVIDING FOR THE GENERAL MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT;

Section 1. DISTRICT.

Pursuant to the Key Largo Wastewater Treatment District Act (Ch.2002-337, Laws of Florida, as amended) (the "Act"), the Board of Directors of the Key Largo Wastewater Treatment District (the Board) has the power and the duty to adopt budgets for and on behalf of the Key Largo Wastewater Treatment District (the "District").

Section 2. ADOPTION OF THE BUDGET AND AUTHORIZATION TO EXPEND FUNDS.

(A) The District Utility System Operating Budget, and Capital Improvement Budget for the Fiscal Year ending September 30, 2006, attached hereto as Exhibits "A" and "B", respectively, are incorporated herein and are hereby adopted. Collectively, the Operating Budget and the Capital Improvement Budget shall be hereinafter known as the "Budgets."

(B) The General Manager is hereby authorized to expend funds of the District for official purposes of the operation, maintenance, billing, customer services, construction, debt service payment, capital improvements and other business activities of the District in accordance with the adopted Budgets.

(C) No contract or other commitment of funds, written or oral, shall be entered into without the certification of the Finance Officer, that such contract or other commitment of funds is in the budget and that sufficient cash to meet the contractual or other commitment of funds will be available within the time allowed for payment under the Florida Prompt Payment Act. When such certification is made, the Finance Officer shall record this action in the financial records of the District so to encumber those funds and prevent their being used for other expenditures prior to the completion of the commitment for which the funds were approved. The Finance Officer may adjust the actual restricted amount as he determines that such a change is warranted due to the activities related to the commitment.

(D) The Operating Budget contains the following categories of Operating Revenue, Operating Expenses, and Non-Operating Expenses. The amounts shown within such categories are established as a target level for each specific type of revenue or expenditure indicated. Recognizing that the items listed in the Budgets may actually be higher or lower than those estimated, the Finance Officer is authorized to reallocate the adopted Budgets within each category. Allocation of funds from one category to another is prohibited. Only the Board is authorized to increase the budgeted amounts for a category.

(E) The General Manager is authorized to spend funds not in the Budgets in the event of an emergency related to the KLWTD Utility System which is reasonably believed may result in danger or injury to persons, damage to assets of the District, or the material loss of the district to provide wastewater services. As soon as possible thereafter the General Manager or Finance Officer shall report to the Chairman any such actions taken or to be taken in such circumstances. However, such communication shall occur no later than 24 hours after such actions or events.

(F) The Finance Officer shall notify the Board when he determines that the actual revenues of a utility system are likely to be less than those indicated in the adopted Budgets and shall also prepare proposed revised Budgets for the Board's review and consideration.

(G) Pursuant to Resolution 01-01-05, any disbursement in excess of \$10,000, other than emergency contracts as provided in Sections 2(E) of this Resolution, must be approved by the Board prior to entering into such a contract.

(H) Pursuant to Resolution 01-01-05, any work order equal to or in excess of \$10,000 for a professional services contract previously approved by the Board, must be approved by the Board prior to accepting such a work order. Those work orders less than \$10,000 for such contracts do not require prior Board approval but will be presented to the Board for ratification.

(I) The Board authorizes the General Manager and the Finance Officer to do all acts and things required of them by this Resolution and the Budgets for the full, punctual, and complete performance thereof, and the Chairman and each member of the Board, officers, attorneys, and other agents of the District are hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done all acts and things necessary or proper for carrying out the Budgets and transactions contemplated by this Resolution, or Florida Statutes.

(J) GM NOT hire anyone w/out Bd Approval

Section 3. APPLICABILITY AND EFFECTIVE DATE.

This resolution shall take effect upon adoption by the Board of Commissioners.

INTENTIONALLY LEFT BLANK

RESOLVED AND ADOPTED this 7th of September, 2005.

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

	AYE	NAY
Chairman Charles Brooks	_____	_____
Commissioner Gary Bauman	_____	_____
Commissioner Glenn Patton	_____	_____
Commissioner Andrew Tobin	_____	_____
Commissioner Claude Bullock	_____	_____

The Chairman thereupon declared Resolution No. 12-09-05 duly passed and adopted the 7th day of September, 2005.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____

Chairman Charles Brooks

ATTEST:

Approved to as to form and legal sufficiency

Carol Simpkins, Clerk

District Counsel, Thomas M. Dillon

SEAL

EXHIBIT A

Key Largo Wastewater Treatment District FY 2006 Operating Budget

Proposed Budget
FY 2006

OPERATING REVENUE	
Wastewater Service Revenue	
MSTU Revenue	
Interest Income	
Miscellaneous Income	
Subtotal Operating Revenue	
NON-OPERATING REVENUE	
System Development Fees	
Non Ad valorem Assessments	
Interest Income	
Subtotal Non-Operating Revenue	

TOTAL REVENUES

OPERATING EXPENSES (Continued)		Proposed Budget FY 2006
System Operating Expenses		
Operating Payroll		61,167
Payroll Taxes		4,679
Health Insurance		7,952
Workers Comp Insurance		3,500
Property Insurance		16,000
Vehicle Expense		10,130
Electric		24,500
Water		3,000
Chemicals		8,000
Sludge Hauling		18,000
Supplies		2,500
Lab Services		7,500
Start-Up Expenses		15,000
Repairs and Maintenance		15,000
Miscellaneous Expenses		14,000
Sub-total System Operating Expenses		210,928

OPERATING EXPENSES	
Administrative Expenses	
Board Meeting Compensation	
Administrative Payroll	
Payroll Taxes	
Health Insurance	
Workers Comp Insurance	
Billing Service	
Copier Expense	
Postage/Delivery Expense	
Liability Insurance	
Property Insurance	
Legal Advertisements	
Office Supplies	
Travel	
Rents & Leases	
Electric	
Water	
Telephone	
Dues & Subscriptions	
Miscellaneous Expenses	
Bad Debts	
Reserve for Contingencies	
Sub-total Administrative Expenses	

Professional Services	
Legal - General Counsel	
Legal - Litigation Reserve	
Legal - Bond Counsel	
Financial Advisor	
Utility Rate Consultant	
Engineering Services	
Audit Fees	
Computer Support	
Project Planning Contingency	
Subtotal Professional Services	
Total Operating Expenses	
NON-OPERATING EXPENSES	
Capital Expenditures from Operating Account	
Renewal and Replacement Transfer	
Debt Service Transfer (Monroe County \$100,000 Loan)	
Total Non-Operating Expenses Paid From Operating Revenue	
Transfer To (From) Operating Reserve	
Transfer To (From) Capital Reserve	
Total Non-Operating Expenses Paid From Non-Operating Revenue	

TOTAL EXPENSES

EXHIBIT B

Key Largo Wastewater Treatment District FY 2006 Capital Improvement Budget

(\$ in thousands)

<u>Revenue (Sources of Funds):</u>					<u>Total</u>	
	Key Largo Trailer Village	Key Largo Park	Calusa Campground	North Components		
State and Local Grants	\$ 1,768	\$ 1,601	-	-	\$	3,369
System Development Fees	-	371	-	-		371
Non Ad valorem Assessments	-	167	34	-		201
County Infrastructure Bonds	-	-	-	8,505		8,505
State Revolving Fund Loan	-	-	-	100		100
New Funding	-	-	1,101	-		1,101
Total Funds Available	\$ 1,768	\$ 2,139	\$ 1,135	\$ 8,605	\$	13,647

Expenses (Uses of Funds):

Construction of New Facilities:

Engineering	-	\$ 15	\$ 15	\$ 100	\$ 1,770	\$ 1,900
Mitigation	295	-	-	-	-	295
Waste Treatment	959	-	-	-	1,900	2,859
Transmission Lines	100	100	-	-	4,900	5,100
Collection Systems	300	1,978	1,000	-	-	3,278
Project Management	99	46	35	35		215
Total Estimated Expenses	\$ 1,768	\$ 2,139	\$ 1,135	\$ 8,605	\$	13,647

TAB 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No. _____

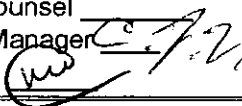

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> STATUS REPORT | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT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

SUBJECT: Pending Payments List for September 7, 2005

RECOMMENDED MOTION/ACTION: Motion to approve pending payments list for September 7, 2005 contingent upon available funds.

Approved by General Manager 

Date: 9-2-05

Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input checked="" type="checkbox"/> Finance 	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 09/07/05

Prepared 09/02/05

CONSOLIDATED CASH BALANCE FORWARD

\$ (32,426.54)

Administration & Operations

Cash Balance A&O Account Forward \$ 122,734.28

Plus: No Receipts

Less: America General - Cleaning Service (3 weeks)	228.00
FL Dept. of Mgmt. Svcs. - Telephone	273.01
Nissan - Truck Lease	219.00
Tom Dillon - Legal Services	7,979.50
Board Compensation - August	4,500.00
Staff Salaries - August	18,676.15
Payroll Benefits - FICA & Medicare	2,382.48
Sub-total Invoices	<u>34,258.14</u>

\$ (34,258.14)

Cash Balance A&O Account If All Paid \$ 88,476.14

Memo: MSTU Draw #11 Submitted 7/22/05 \$46,929

Key Largo Park

Cash Balance KLP Account Forward \$ (25,345.86)

Plus: No Receipts

Less: Tom Dillon - Legal Services	30.00
Weiler Engineering - August	3,090.73
Staff Salaries (Incl. benefits) - August	4,409.33
Sub-total Invoices	<u>7,530.06</u>

(7,530.06)

Cash Balance KLP Account If All Paid \$ (32,875.92)

Memo: MC Cesspit Draw #1 Submitted 7/22/05 \$ 17,464

Key Largo Trailer Village

Cash Balance KLTV Account Forward \$ (129,814.96)

Plus: No Receipts

Less: Tom Dillon - Legal Services	1,024.00
Weiler Engineering - August	5,656.78
Staff Salaries (Incl. benefits) - August	7,153.86
Sub-total Invoices	<u>13,834.64</u>

(13,834.64)

Cash Balance KLTV Account If All Paid \$ (143,649.60)

Memo: FEMA Draw #8 Submitted 7/20/05 \$ 933,518
DCA Cesspit Draw #1 Submitted 7/22/05 \$ 654,049
FEMA Draw #9 (Final) Submitted 8/02/05 \$ 8,373

North Key Largo Development

Cash Balance NKLD Account Forward (8,653.38)

Plus: MC Grant Advance 1,000,000.00

Less: Tom Dillon - Legal Services	743.50
Staff Salaries (Incl. benefits) - August	1,855.09
	<u>2,598.59</u>

997,401.41

Cash Balance NKLD Account If All Paid 988,748.03

CONSOLIDATED CASH BALANCE IF ALL PAID

\$ 909,352.03

NOTE: A TOTAL OF \$1,060,333 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary

TAB 3

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☒ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: State Revolving Fund Loan Agreement

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: September 2, 2005

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: Resolution
Department Review: <input checked="" type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk	Advertised: 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 District has been approved for a SRF Loan for the design costs for the North Components Project. The Board needs to approve the attached resolution agreeing to comply with the requirements for the SRF Loan and approve the SRF Agreement. The District Council and the District Financial Consultant will have a conference call concerning details of this agreement on Tuesday September 6, 2005. Staff's plan is to have completed their analysis of the SRF Agreement for this meeting. The FDEP has indicated this agreement should be back to them by September 15, 2005.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

RESOLUTION NUMBER NO. 09-09-05

A RESOLUTION OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT APPROVING, ADOPTING, AND RATIFYING, A LOAN AGREEMENT WITH THE STATE OF FLORIDA, DEPARTMENT OF ENVIRONMENTAL PROTECTION STATE REVOLVING FUND, AND MAKING CERTAIN COMMITMENTS IN CONNECTION WITH THE LOAN AGREEMENT.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT, AS FOLLOWS:

WHEREAS, the Key Largo Wastewater Treatment District ("District") desires to receive a Clean Water State Revolving Fund Loan pursuant to Section 403.1835, Florida Statutes; and

WHEREAS, the State of Florida, Department of Environmental Protection ("FDEP") has submitted to the District a Loan Agreement, designated "WW46401P" ("Loan Agreement") for approval by the District, and

WHEREAS, FDEP requires, as a requirement for such loans, that the District adopt a resolution regarding compliance with certain requirements; and

WHEREAS, the District fully intends to comply with the requirement for the revolving loan;

NOW, THEREFORE, the Board of Commissioners of the Key Largo Wastewater Treatment District resolves that:

1. Approval, Adoption, and Ratification. The District hereby approves, adopts, and ratifies the Loan Agreement, a copy of which is attached hereto as Exhibit A, and incorporated herein by this reference.
2. Defined Terms. All italicized terms used in this Resolution shall have the meanings ascribed to them in the Loan Agreement.
3. Description of the Project. The *Project* consists of wastewater management facilities to be designed and constructed with the *Loan* and other funds available to the District, as described below:
 - a. Wastewater Treatment Plant:

The District will design and construct a wastewater treatment plant to treat the anticipated flow for the entire KLWTD service area through the 20-year planning horizon. At this time, that flow is estimated to be 2.25 MGD AADF. The Wastewater Treatment Plant will include disposal and reuse facilities, as necessary, to be constructed on land currently

owned by the District and located at approximately Mile Marker 100.5, Key Largo, Monroe County, Florida.

b. Wastewater Transmission Main:

The District will design and construct a force main of approximately 5.5 miles to transport the collected wastewater from customer connections to the Wastewater Treatment Plant.

c. Wastewater Collection Systems:

The District will design Wastewater Collection Systems to serve various neighborhoods capable of being connected to the Wastewater Transmission Main. The District will design Wastewater Collection Systems to serve the following areas: Collection Basin 1, consisting of Lake Surprise, Sexton Cove and Ocean Isle Estates residential subdivisions; commercial properties along US 1 along the route of the Wastewater Transmission Main and within the boundaries of Collection Basin 1; and Collection Basin 2 includes the Largo Gardens residential subdivision and other areas in the vicinity of Key Largo Gardens. The District will determine the number and extent of the Wastewater Collection Systems to be constructed with the loan proceeds according to funds available and construction cost experience.

4. Pledged Revenues. The District hereby pledges the following *Pledged Revenues*:

- a. *Gross Revenues.* All income or earnings received by the District from the ownership or operation of its *Sewer System*, including investment income, all as calculated in accordance with generally accepted accounting principles. *Gross Revenues* shall not include proceeds from the sale or other disposition of any part of the *Sewer System*, condemnation awards or proceeds of insurance, except use and occupancy or business interruption insurance, received with respect to the *Sewer System*.
- b. *System Development Charges and Annual Wastewater Assessments*, derived yearly from the operation of the *Sewer System* after payment of the *Operation and Maintenance Expense* and satisfaction of all yearly payment obligations on account of any senior obligations to be issued pursuant to Section 7.02 of the Loan Agreement.

5. Designation of persons authorized act on behalf of the District. The following persons are authorized to do all things necessary or appropriate with respect to the Loan Agreement, including, without limitation, executing and filing the loan application, providing assurances, executing the Loan Agreement, and representing the District in carrying out responsibilities (including that of requesting loan disbursements) under the Loan Agreement:

Charles Brooks, Chairman, and Andrew Tobin, Secretary, or their successors, acting jointly.

In addition, the following person is authorized to represent the District in providing assurances and carrying out responsibilities under the Loan Agreement:

Charles Fishburn, General Manager

In addition, the following person is authorized to represent the District in providing assurances with respect to finance and auditing issues and requesting loan disbursements under the Loan Agreement:

Martin Waits, Finance Officer

6. Assurances. The District agrees to comply with the laws, rules, regulations, policies, and conditions relating to the loan for this project. Specifically, the District certifies that it has complied, as appropriate, and will comply with the following requirements, as appropriate, in undertaking the Project:

a. Assurances for capitalization grant projects.

- i. Complete all facilities for which funding has been provided.
- ii. The Archaeological and Historic Preservation Act of 1974, PL 93-291, and the National Historic Preservation Act of 1966, PL 89-665, as amended, regarding identification and protection of historic properties.
- iii. The Clean Air Act, 42 U.S.C. 7506(c), which requires conformance with State Air Quality Implementation Plans.
- iv. The Coastal Zone Management Act of 1972, PL 92-583, as amended, which requires assurance of project consistency with the approved State management program developed under this Act.
- v. The Endangered Species Act, 16 U.S.C. 1531, et seq., which requires that projects avoid disrupting threatened or endangered species and their habitats.
- vi. Executive Order 11593, Protection and Enhancement of the Cultural Environment, regarding preservation, restoration and maintenance of the historic and cultural environment.
- vii. Executive Order 11988, Floodplain Management, related to avoiding, to the extent possible, adverse impacts associated with floodplain occupancy, modification and development whenever there is a practicable alternative.
- viii. Executive Order 11990, Protection of Wetlands, related to avoiding, to the extent possible, adverse impacts associated with the destruction or modification of wetlands and avoiding support of construction in wetlands.
- ix. The Fish and Wildlife Coordination Act, PL 85-624, as amended, which requires that actions to control natural streams or other water bodies be undertaken to protect fish and wildlife resources and their habitats.
- x. The Safe Drinking Water Act, Section 1424(e), PL 93-523, as amended, regarding protection of underground sources of drinking water.
- xi. The Wild and Scenic Rivers Act, PL 90-542, as amended, related to protecting components or potential components of the national wild and scenic rivers system.

- xii. The federal statutes relating to nondiscrimination, including: The Civil rights Act of 1964, PL 88-352, which prohibits discrimination on the basis of race, color or national origin; the Age Discrimination Act, PL 94-135, which prohibits discrimination on the basis of age; Section 13 of the Federal Water Pollution Control Act, PL 92-500, which prohibits sex discrimination; the Rehabilitation Act of 1973, PL 93-112, as amended, which prohibits discrimination on the basis of handicaps.
- xiii. Executive Order 11246, Equal Employment Opportunity, which provides for equal opportunity for all qualified persons.
- xiv. Executive Orders 11625 and 12138, Women's and Minority Business Enterprise, which require that small, minority, and women's business and labor surplus areas are used when possible as sources of supplies, equipment, construction and services.
- xv. The Coastal Barrier Resources Act, 16 U.S.C. 3501 et seq., regarding protection and conservation of the coastal barrier resources.
- xvi. The Farmland Protection Policy Act, 7 U.S.C. 4201 et seq., regarding protection of agricultural lands from irreversible loss.
- xvii. The Uniform Relocation and Real Property Acquisition Policies Act of 1970, PL 91-646, which provides for fair and equitable treatment of persons displaced or whose property is acquired as a result of federal or federally assisted programs.
- xviii. The Demonstration Cities and Metropolitan Development Act of 1966, PL 89-754, as amended, which requires that projects be carried out in accordance with area wide planning activities.
- xix. Section 306 of the Clean Air Act, Section 508 of the Clean Water Act and Executive Order 11738, which prohibit manufacturers, firms, or other enterprises on the EPA's list of Violating Facilities from participating in the Project.
- xx. Executive Order 12549, Debarment and Suspension, which prohibits any award to a party which is debarred or suspended or is otherwise excluded from, or ineligible for, participation in federal assistance programs.
- xxi. Minority and Women's Business Enterprise participation in project work using numerical goals, established by the U.S. Environmental Protection Agency, and to be set forth in the specifications for construction and materials contracts.

b. Assurances for other projects.

- i. Chapter 161, Part I, F.S., "Beach and Shore Preservation Act" and Part III, "Coastal Zone Protection Act of 1985" which regulate coastal zone construction and all activities likely to affect the condition of the beaches or shore.
- ii. Chapter 163, Part II, F.S., the "Local Government Comprehensive Planning and Land Development Regulation Act" which requires units of local government to establish and implement comprehensive planning programs to control future development.
- iii. Chapter 186, F.S., State and Regional Planning, which requires conformance of projects with Regional Plans and the State Comprehensive Plan.
- iv. Chapter 253, F.S., "Emergency Archaeological Property Acquisition Act of 1988" which requires protection of archaeological properties of major statewide significance discovered during construction activities.
- v. Chapter 258, Part III, F.S., which requires protection of components or potential components of the national wild and scenic rivers system.

- vi. Chapter 267, F.S., the "Florida Historical Resources Act" which requires identification, protection, and preservation of historic properties, archaeological and anthropological sites.
- vii. Chapter 287, Part I, F.S., which prohibits parties convicted of public entity crimes or discrimination from participating in State-assisted projects and which requires consideration of the utilization of Minority Business Enterprises in State-assisted projects.
- viii. Chapter 372, F.S., the Florida Endangered and Threatened Species Act which prohibits the killing or wounding of an endangered, threatened, or special concern species or intentionally destroying their eggs or nest.
- ix. Chapter 373, Part IV, F.S., Florida Water Resources Act of 1972, which requires that activities on surface waters or wetlands avoid adversely affecting: public health, safety, welfare, or property; conservation of fish and wildlife, including endangered or threatened species or their habitats; navigation or the flow of water; the fishing or recreational values or marine productivity; and significant historical and archaeological resources.
- x. Chapter 380, Part I, F.S., Florida Environmental Land and Water Management Act of 1972 as it pertains to regulation of developments and implementation of land and water management policies.
- xi. Chapter 381, F.S., Public Health, as it pertains to regulation of onsite wastewater systems.
- xii. Chapter 403, Part I, F.S., Florida Air and Water Pollution Control which requires protection of all waters of the state.
- xiii. Chapter 582, F.S., Soil and Water Conservation Act which requires conformance with Water Management District's regulations governing the use of land and water resources.
- xiv. Governor's Executive Order 95-359, which requires State Clearinghouse review of project planning documentation and intergovernmental coordination.

The foregoing RESOLUTION NO. 09-09 05 was offered by Commissioner

_____, who moved its approval. The motion was seconded by

Commissioner _____, and being put to a vote the result was as follows:

	AYE	NAY
Commissioner Gary Bauman	_____	_____
Commissioner Claude Bullock	_____	_____
Commissioner Glenn Patton	_____	_____
Commissioner Andrew Tobin	_____	_____
Chairman Charles Brooks	_____	_____

The Chairman thereupon declared Resolution No. 09-09-05 duly passed and adopted the 7th day of September 2005.

**KEY LARGO WASTEWATER TREATMENT
DISTRICT GOVERNING BOARD**

By _____
Charles Brooks, Chairman

Attest:

Approved as to form and content:

By _____
Carol Walker, Board Clerk

By _____
District Counsel

MEMORANDUM

FROM: Thomas M. Dillon, Attorney at Law
Boar Certified Construction Attorney
P.O. Box 370736
Key Largo, Florida 33037-0736

Tel: 305-240-1767
Fax: 305-853-2693
E-mail: lawtmd@bellsouth.net

To: Key Largo Wastewater Treatment District

Date: September 1, 2005

Subject: State Revolving Fund Loan Agreement WW 46401P

I have reviewed the Florida Department of Environmental Protection State Revolving Fund Loan Agreement WW 46401P, and my comments follow:

§ 1.01(2): change the Resolution No. to reflect the final assessment resolution.

§ 1.01(5): note that "Construction Related Costs" are described more differently than "Preconstruction Activities" in § 1.01(17). Preconstruction activities include planning, administrative, and engineering activities; construction costs include construction, equipment, materials, demolition, contingency, capitalized interest, and legal and technical services incurred **after** construction bid opening. It is not clear whether legal and technical services incurred **before** construction bid opening are included in Preconstruction Activities as part of planning and administrative costs.

In addition, it appears that construction costs do not include the cost of acquiring real property for facilities siting.

These two issues should be clarified prior to signing the agreement.

§ 1.01(6): I am assuming that TIB meets the requirements for a "Depository" bank.

§ 1.01(18): the definition of "Project" seems overly broad in that it describes everything that the District is planning through Preconstruction Activities, as opposed to only the portion of the facilities being funded by the DEP. This could affect insurance and other requirements. In addition, the District needs to understand whether it has identify the facilities designed constructed with DEP funds, as opposed to facilities designed and constructed with other funds. **These questions should be resolved prior to execution of the agreement.**

§ 2.01(7): this section requires the District to comply with Chapter 62-503, F.A.C., which is the set of regulations governing the State Revolving Fund.

§ 2.01(10): note the requirement for property insurance, including flood insurance.

§ 2.01(12): note that even though the preconstruction activities may be delayed as a result of unforeseeable delays, the loan payments and monthly loan deposits are not excused or delayed.

§ 2.03(2): note the requirements for a single audit.

§ 2.03(3): this section specifies delivery addresses for audits, but does not specify any due dates.

§ 2.03(5): note the unusually long record retention requirement of 5 years. § 8.02 extends the record retention requirement until 5 years after the project-specific audit report required under § 2.03(3).

§ 3.01: this section requires the District to make monthly loan deposits into a separate account or account component, from which semiannual loan payments will be made no later than 2/15/08. Ref. § 10.07(5).

§ 4.02: this section requires that the District obtain clear title to all sites sufficient for the construction and location of all facilities, free and clear of liens and encumbrances. I do not interpret this to mean that the District must have a fee simple title, but that a right-of-way will be adequate so long as it is sufficient for construction and location of the facility to be located thereon. This means that the District will have to acquire any needed easements for pipelines, lift stations, and other facilities not located at the MM 100.5 site by 6/15/06.

See comments to § 10.07 regarding schedule peculiarities.

§ 4.08: this section allows a disbursement of up to 20% of the loan proceeds after the loan agreement is signed.

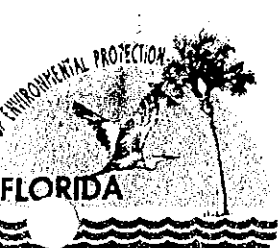
§ 7.01 and 7.02 address the question of priority of liens and releasing District funds from liens. It appears that the DEP will allow the District to make pledges of revenue for other loans, and allow those creditors to be superior to the DEP lien if the District shows that it has sufficient revenues to meet all obligations.

§ 8.01: there is no prepayment penalty.

§ 10.01: note that the amount of capitalized interest is just an estimate; the actual amount will depend on the schedule of actual disbursements.

§ 10.02: the District should consider the loan service fee as part of its borrowing costs when calculating non-ad valorem assessments.

§ 10.07: note that the design must be complete on 12/16/06, but the sites must be acquired 6 months earlier, on 6/15/06. This means that the District must acquire the sites even though it has not arranged financing for the construction.



Jeb Bush
Governor

Department of Environmental Protection

Twin Towers Office Building
2600 Blair Stone Road
Tallahassee, Florida 32399-2400

Colleen M. Castille
Secretary

August 22, 2005

Mr. Martin Waits, Finance Officer
Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, Florida 33037

Re: WW46401P - Key Largo Wastewater Treatment District
Collection, Transmission and Treatment
(Advanced Wastewater Treatment and Deepwell Injection)


Dear Mr. Waits:

Enclosed are three original copies of the proposed State Revolving Fund loan agreement for the District's collection, transmission and treatment project.

Please have the officials designated on page 17 sign the enclosed three copies. The Secretary's seal is required. Return all three copies to us within three weeks at 2600 Blair Stone Road, MS 3505, Tallahassee, Florida, 32399-2400. Additionally, we will need an authorizing Resolution returned before the agreement can be executed. We will arrange for the Department Secretary to sign the document and mail a fully executed copy to you.

We appreciate your participation in the State Revolving Fund loan program. If you have any questions about the loan agreement, please call Tommy Williams at 850/245-8358.

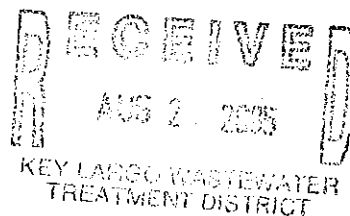
Sincerely,


Don W. Berryhill, P.E., Chief
Bureau of Water Facilities Funding

DWB/tw

Enclosures

cc: Honorable Charles Brooks - Key Largo Wastewater Treatment District
Charles F. Fishburn - Key Largo Wastewater Treatment District



"More Protection, Less Process"

Printed on recycled paper.

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Waiver Form

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 8-26-05

Originating Department: District Counsel Thomas Dillon	Costs: Approximately \$ Funding Source: Acct.	Attachments: Waiver Form
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <i>CEJN</i> <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 draft form to be used to exclude parcels from assessment under the pending resolution.

This item will be emailed to you.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

This document prepared by (and after recording)
return to):)

Name: Key Largo Wastewater)
Treatment District)

Address: P.O. Box 491)

City, State, Zip: Key Largo, FL 33037-0491)

Phone: 305-453-5804)

-----Above This Line Reserved For Official Use Only-----

Property Appraiser Parcel Identification Number(s) =

KEY LARGO WASTEWATER TREATMENT DISTRICT

WAIVER OF WASTEWATER SERVICE

AND

ACKNOWLEDGEMENT OF POTENTIAL COSTS

THIS WAIVER of wastewater service and acknowledgement of potential costs is executed on the date(s) shown below:

WHEREAS, on August 31, 2005, the Key Largo Wastewater Treatment District ("District") adopted a Initial Assessment Resolution levying non-ad valorem assessments against each of the Tax Parcels listed in Attachment A under and in accordance with Chapter 197.3632, Florida Statutes; and

WHEREAS, the purpose of the non-ad valorem assessments is to recover a portion of the costs of providing wastewater service to the Tax Parcels listed in Attachment A; and

WHEREAS, the undersigned are all of the owners, or the authorized representatives of all of the owners, of the Tax Parcels listed in Attachment A; and

WHEREAS, in order to induced the District to waive the non-ad valorem assessment against one or more of the Tax Parcels listed in Attachment A ("Excluded Parcels"), (1) the undersigned are certifying that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development, and (2) the undersigned are waiving their right to receive wastewater service to the Excluded Parcels; and

WHEREAS, even though the Excluded Parcels will not receive wastewater service at this time, the Excluded Parcels will nevertheless receive a special benefit from construction by the District of wastewater collection, transmission, and treatment facilities, but relying on the representations above, the District is willing to forego an assessment against the Excluded Parcels at this time; and

WHEREAS, the District has advised the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the service will be significantly greater than the costs of providing service at this time;

NOW, THEREFORE, in consideration of the premises and in further consideration of the promises below, the undersigned agree:

1. The undersigned certify that they are all of the owners, or legal representatives of all of the owners, of the Tax Parcels, as shown in the records of the Monroe County Property Appraiser, listed in Attachment A.
2. The undersigned certify that they desire to receive wastewater service to the Tax Parcel listed in Attachment A and designated as the Tax Parcel receiving wastewater service, and further hereby waive their right to receive wastewater to the Tax Parcel(s) listed in Attachment A and designated as Excluded Parcel(s).
3. The undersigned certify that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development.
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2005 non-ad valorem assessment.
5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.
6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).
7. The District acknowledges receipt of an administrative fee of \$ ____ for each Excluded Parcel.

[This Space Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Witness

Witness

Sign: _____

Sign: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires:

WAIVER OF WASTEWATER SERVICE
AND
ACKNOWLEDGEMENT OF POTENTIAL COSTS
Attachment A

Tax Parcel receiving wastewater Service:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcels:

Excluded Parcel No. 1:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 2:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 3:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 4:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No. _____

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

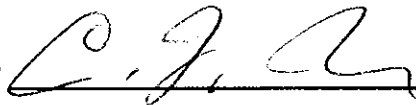
☐ Other: _____

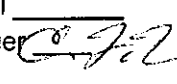
SUBJECT: Key Largo Chamber of Commerce

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 9-2-05



Originating Department: General Manager	Costs: Approximately \$ Funding Source: Acct.	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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: A "Not for Profit" membership is \$60 a year and has no voting rights. A regular membership is \$230 a year and has voting rights. The Board membership in the Key Largo Chamber of Commerce is up for renewal.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No.

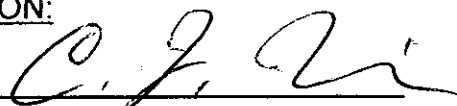
- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> DISCUSSION | <input type="checkbox"/> BID/RFP AWARD |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| 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

SUBJECT: Bond Counsel

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 9-1-05



Originating Department: District Counsel	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> District Counsel <u>T.D.</u> <input checked="" type="checkbox"/> General Manager <u>C.J.</u> <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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:

Based on discussion with RBC Dain Rauscher, I believe that it is time for the District to procure the services of bond counsel/disclosure counsel. RBC Dain Rauscher recommends the following firms: ~~Nabors Giblin & Nickerson~~; Bryant Miller and Olive; ~~Lewis Longman and Walker~~; Squire Sanders and Dempsey (Lori Smith Lalla); Moyle, Flanigan (Mark Raymond) *ASK RBC for more*

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

G. Allen

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

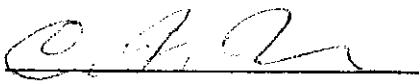
Agenda Item No.

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

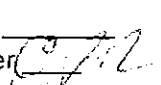
SUBJECT: Employee Performance Evaluation

RECOMMENDED MOTION/ACTION: Discussion, Status report

Approved by General Manager



Date: 8-25-05

Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: Evaluation form
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input checked="" type="checkbox"/> Finance <u>MW</u>	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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: Staff proposed the attached employee performance evaluation form.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

Employee Performance Evaluation

EVALUATION PROCESS

- Step 1 Supervisor completes Major Tasks & Responsibilities on Pages 1&2.
- Step 2 Supervisor and employee independently complete Evaluation & Comment sections on Pages 1&2.
- Step 3 Third party combines comments and the completed sheets are returned to supervisor and employee.
- Step 4 Supervisor completes numerical ratings on pages 1&2, completes General Performance numerical ratings on page 3, and completes Supervisor's General Comments on page 4.
- Step 5 Supervisor and employee meet to discuss the completed evaluation.
- Step 6 Supervisor and employee both sign the evaluation form.
- Step 7 A copy of the evaluation is given to the employee and the original is placed in the employee's personnel file.

Key Attributes of the Process

- 1. Interactive between supervisor and employee.
- 2. Both qualitative and quantitative.
- 3. Overall performance can meet requirements, or even exceed requirements, yet specific elements may be rated as needing improvement.
- 4. Employee participates fully, but supervisor remains in control throughout the process.

EMPLOYEE PERFORMANCE EVALUATION

Employee Name _____ Position _____

Evaluation Date _____ Evaluation Type _____

Major Tasks & Responsibilities	Supervisor Evaluation & Comment	Employee Evaluation & Comment
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		

EMPLOYEE PERFORMANCE EVALUATION

Employee Name _____

Position _____

Major Tasks & Responsibilities	Supervisor Evaluation & Comment	Employee Evaluation & Comment
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		

Total Tasks & Responsibilities Rating

EMPLOYEE PERFORMANCE EVALUATION

GENERAL PERFORMANCE CATEGORIES	Job Requirements		
	Exceeds (9-10)	Meets (6-8)	Improve (1-5)
Initiative: Ability to suggest and initiate usable and innovative techniques, methods, procedures; resourcefulness; self reliance; ability to stimulate others to think and work.			
Quantity of Work: Volume of work which is accomplished, considering difficulty of the work done; efficiency with which work is accomplished.			
Quality of Work: Degree of excellence of the work performed, including degree of accuracy, neatness, completeness, thoroughness, carefulness, workmanship and craftsmanship.			
Leadership: Ability to set an example for others to follow; to set realistic and challenging goals for self and others; to command respect and support from others.			
Dependability & Work Habits: Reliability and attention to work; completion of tasks properly and in a timely manner; observance of rules, regulations, procedures, methods and instructions; organization of work.			
Judgement & Problem Solving: Ability to identify problem conditions, secure required data, reach logical and effective conclusions, understand constraints, and take effective corrective action.			
Budget Management: Concern for efficiency of operations and cost effectiveness; appropriate documentation of expenditures; keeping expenditures within budgeted amounts.			
Experience & Knowledge: Degree to which employee possesses specific knowledge and skills (e.g. technical, procedural, policy or other) to perform well and handle complex aspects of the job.			
Interpersonal Skills: Ability to establish and maintain effective working relationships with subordinates, superiors, peers and the public; to accept constructive criticism; to positively influence others.			
Personal Qualities: Attributes which enhance successful performance and presentation of self to co-workers and public (i.e. attitude, appearance, self control, cooperativeness, integrity, sensitivity to others)			
Communication (Written & Verbal): Ability to organize and present information effectively; to make and support a point or conclusion, to actively listen; to communicate with a variety of audiences.			
Planning & Organizational Skills: Ability to plan ahead and set realistic goals, objectives and priorities; to commit activities to a realistic schedule; to anticipate problems and future conditions.			

Total General Performance Rating

Key Largo Wastewater Treatment District

Page 4

EMPLOYEE PERFORMANCE EVALUATION

Tasks & Responsibilities Rating	+	General Performance Rating	=	Overall Performance Rating
---------------------------------	---	----------------------------	---	----------------------------

Exceeds Requirements	54-60	108-120	162-180
Meets Requirements	36-53	72-107	108-161
Needs Improvement	6-35	12-73	18-107

Supervisor's General Comments:

Supervisor Signature _____

Date _____

Employee Signature _____

Date _____

TAB 8

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

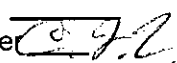
SUBJECT: Properties requesting modification to System Development Charge Assessment.

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: Sept. 2, 2005



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: List of request.
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 attached is a list of the properties in the District's current projects that have requested a review of their system development charges.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

PROPERTIES REQUESTING MODIFICATION TO ASSESSMENT

RESIDENTIAL OR COMMERCIAL	PERSON OR COMPANY MAKING REQUEST	PHYSICAL LOCATION	RE NUMBER	BASIS FOR REQUEST FOR EXEMPTION
Residential	Gene Brian DeMambro	L 5 BLK 25, Key Largo Park	00528590-0000000	In the process of being dedicated to Mo. Co. for ROGO points
Residential	Harry W. Brunnhoelzl	L 15 BLK 4	00523990-0000000	In the process of being combined with lot 00523990-0000000
Residential	Lee & Winifred Ellsworth	39 Lakeshore Drive Key Largo Park	00529600-0000000	In the process of consolidating with 00529590-0000000
Residential	TGSV Enterprises, Inc Jesus M. Gomez	L 8, 9, & 19 BLK 23 Key Largo Park	00528390-0000000 00528300-0000000 00528290-0000000	Properties have a Lot Aggregation Restrictive Covenant reducing density to 1 unit on these lots
Government	Monroe County Mark J. ROsch	L 1-7, 22-28 BLK 7 Key Largo Park	00524340 thru 00524400-0000000 and 524550 thru 00524610-0000000	Properties are tropical hardwood hammock purchased for conservation
Residential	Mary Maloney	24 Lakeview Drive, Key Largo Park	00528200-0000000 00528460-0000000	In the process of having them combined into one lot to build a house on
Residential	Harry Wells	L 18 & 20 BLK 10 Key Largo Park	00525620-0000000 00525600-0000000	Plans to combine these 2 lots with lot 19
Residential	Marco & Marivel Mesa	13 Coconut Drive Key Largo Park	00525990-0000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marco & Marivel Mesa	L 15 BLK 27 Key Largo Park	00529120-0000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marco & Marivel Mesa	L 22 BLK 13	00526190-0000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marilyn & Michael Mackel	L 29, BLK 25	00528830-0000000	Property is considered a Tier 1 Donation Lot

RESIDENTIAL OR COMMERCIAL	PERSON OR COMPANY MAKING REQUEST	PHYSICAL LOCATION	RE NUMBER	BASIS FOR REQUEST FOR EXEMPTION
Residential	Linda S. Klopp	105 Silver Springs Drive Key Largo Par	00525460-0000000 00525670-0000000	Waiting for probate to close in mid November to apply for unity of title. Lots are too small to build on individually.
Residential	Chris Sante	58 Waterways Drive	00529880-0000000	Does not intend to build on lot. Is now the driveway to the house
Residential	Greta Davis	Key Largo Park	00526620-0000000	Lot has been determined to be an environmental hammock and can not be built on unless it is joined with an adjacent lot
Commercial	George Angelis	Tower Pizza		Requesting a review of calculation of charges because of a water leak in 2002. Also large amount of water usage is for gardening
Residential	P & R Smith Rerrato Perez, Esquire	L 7, 8, 13, & 14 BLK 27 Key Largo Park	00529110-0000000 00529050-0000000 00529040-0000000 00529100-0000000	Have applied for a building permit using all 4 lots as 1 lot. Permit No. 04-03-0478
Residential	Rimma Rodriguez	42 Orange Drive Key Largo Park	00527020-0000000	Have applied for parcel Combination to 00526860-0000000
Commercial	Virginia/Illinois LTD Bob Redman	Key largo Park	00087550-000100	Lot is smaller than a minimum size building lot. Parcel is not part of the adjacent subdivision. Now houses a non-conforming advertising sign

TAB 9

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No. _____

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other: _____

SUBJECT: Projects Status Report

RECOMMENDED MOTION/ACTION: No action required

Approved by General Manager _____

Date: September 2, 2005

Originating Department: Weiler Engineering	Costs: \$ Funding Source: Acct. #	Attachments: Weiler Engineering Projects Status Report
Department Review: <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 _____	Advertised: 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 District Engineer will review the status of the District's Capital Projects.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



"Excellence in Engineering"

20020 Veterans Boulevard., Suite 7
Port Charlotte, FL 33954
(941) 764-6447 ph
(941) 764-8915 fax

Key Largo Wastewater Treatment District Engineering Status Report Period Ending 08/31/05

Key Largo Park

Pre-excavation for vacuum pits and vacuum mains was begun in August. ADB has hired Hydro Rock to pre-excavate using their trencher. The excavations are being back-filled after trenching. ADB will excavate the pre-dug areas using their backhoes and will the place and bed vacuum pits and sewer mains. No pipe or pits had been placed as of the date of this report.

ADB has ordered and received some materials, including SDR 21 vacuum main piping. The materials are stored in their yard adjacent to the project areas. They have also accepted delivery of vacuum pits and manhole covers from the District's direct-purchased materials. These have been transferred from the Higgins yard to the ADB yard for storage until needed.

ADB intends to pursue limited directional drilling as a vacuum main installation procedure where feasible. They are coordinating these efforts with Denny Moss of AirVac. Where directional drilling is not an option, the piping will be installed by conventional open trenching.

Key Largo Trailer Village

Installation of vacuum pits and gravity service laterals was completed in the Village in August. The vacuum collection system is completed with the exception of a small quantity of 8" and 4" vacuum main in the US 1 corridor. Restoration in the Village is on-going.

KLTV Treatment Plant

The vacuum station equipment was received in August, a few weeks ahead of the scheduled date of delivery in September. The vacuum tank and sewage pumps were installed in the vault and the vacuum pump skid and vacuum control panel were placed in the MCC/Administration building.

As previously reported, the Fluidyne equipment, including the SBR tanks, the filters, the effluent equalization/digester tank and ancillary equipment has been placed. Representatives from Fluidyne met with The Haskell Company on site on August 31st to consult regarding proper placement of chemical feed equipment and installation of pumps and other equipment. Electrical work and finish structural work, including stucco and painting, continued in August. The odor control system and the influent screening system installations were completed in August.

Lake Surprise Project

Preliminary design of the north component force main progressed in August. One conference call and one on-site meeting were held with CPH staff, District staff and WEC staff. Further definition of the US 1 crossings was accomplished. CPH has obtained the FKAA record drawings for the area and has begun hydraulic modeling of the force main system.

The CPH proposal for the design of the collection systems for the Lake Surprise basin and the Largo Gardens basin was reviewed further during a meeting with CPH at the District office. Modification of the boundaries of the Largo Gardens basin boundaries was requested and clarification of other components was provided. Negotiations on pricing continue.

Further review of the Arcadis/MWH proposal for the wastewater treatment and disposal systems occurred in this period, with comments being provided during several telephone conversations and conference calls. A revised proposal is to be provided in late August. Further detail on man-hour estimates and additional information on levels of effort were requested to help move price negotiations forward. The scope of the reuse feasibility study was clarified, with a resultant reduction in estimated engineering costs. On-site reclaimed water storage is to be included in the study and may be designed, depending on the economic analysis.

Haskell Pay Applications

Payment of Haskell Pay Application No. 22 was approved in August. All necessary adjustments were made and all necessary documentation was provided.

Regulatory Compliance Issues

It has been reported that the final submittal of information requested by the FDEP for the Environmental Resources Permit has been provided. WEC has not yet received a copy of the final permit.

Project Team Meetings and Actions

Ed Castle attended the scheduled Board meetings on August 3rd and 17th. He also met with KLWTD staff on those dates prior to the Board meetings. He also attended the construction progress meetings either in person or by telephone for Key Largo Park on August 3rd, 10th and 17th. He also attended the weekly District Staff meetings on August 1st, 15th, 22nd and 29th either in person or by telephone. He also attended a design review meeting at the District office on August 29th with CPH and District staff.

Ed Castle, Dan Saus and Dave Gile of WEC performed construction inspection throughout the period.

TAB 1

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No. |

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

SUBJECT: FY 2006 Budget

RECOMMENDED MOTION/ACTION: Adoption of Resolution 12-09-05

Approved by General Manager _____

Date: _____

Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments: Resolution
Department Review: <input type="checkbox"/> District Counsel _____ <input type="checkbox"/> General Manager _____ <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: 8/31 & 9/4 _____ 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 following changes to the Proposed Budgets presented at the meeting on August 31, 2005 have now been incorporated:

- (1) The pool for salary adjustments has been reduced from \$25,000 to \$16,750 (5%).
- (2) Annual compensation for the new position Customer Service Clerk has been reduced from \$41,600 to \$28,000.

RESOLUTION NO. 12-09-05

A RESOLUTION OF THE BOARD OF COMMISSIONERS FOR THE KEY LARGO WASTEWATER TREATMENT DISTRICT ADOPTING THE BUDGET FOR THE FISCAL YEAR ENDING SEPTEMBER 2005 FOR THE DISTRICT LOCATED IN MONROE COUNTY, FLORIDA; PROVIDING FOR THE GENERAL MANAGER TO EXPEND FUNDS ON BEHALF OF THE DISTRICT; AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT;

Section 1. DISTRICT.

Pursuant to the Key Largo Wastewater Treatment District Act (Ch.2002-337, Laws of Florida, as amended) (the "Act"), the Board of Directors of the Key Largo Wastewater Treatment District (the Board) has the power and the duty to adopt budgets for and on behalf of the Key Largo Wastewater Treatment District (the "District").

Section 2. ADOPTION OF THE BUDGET AND AUTHORIZATION TO EXPEND FUNDS.

(A) The District Utility System Operating Budget, and Capital Improvement Budget for the Fiscal Year ending September 30, 2006, attached hereto as Exhibits "A" and "B", respectively, are incorporated herein and are hereby adopted. Collectively, the Operating Budget and the Capital Improvement Budget shall be hereinafter known as the "Budgets."

(B) The General Manager is hereby authorized to expend funds of the District for official purposes of the operation, maintenance, billing, customer services, construction, debt service payment, capital improvements and other business activities of the District in accordance with the adopted Budgets.

(C) No contract or other commitment of funds, written or oral, shall be entered into without the certification of the Finance Officer, that such contract or other commitment of funds is in the budget and that sufficient cash to meet the contractual or other commitment of funds will be available within the time allowed for payment under the Florida Prompt Payment Act. When such certification is made, the Finance Officer shall record this action in the financial records of the District so to encumber those funds and prevent their being used for other expenditures prior to the completion of the commitment for which the funds were approved. The Finance Officer may adjust the actual restricted amount as he determines that such a change is warranted due to the activities related to the commitment.

(D) The Operating Budget contains the following categories of Operating Revenue, Operating Expenses, and Non-Operating Expenses. The amounts shown within such categories are established as a target level for each specific type of revenue or expenditure indicated. Recognizing that the items listed in the Budgets may actually be higher or lower than those estimated, the Finance Officer is authorized to reallocate the adopted Budgets within each category. Allocation of funds from one category to another is prohibited. Only the Board is authorized to increase the budgeted amounts for a category.

(E) The General Manager is authorized to spend funds not in the Budgets in the event of an emergency related to the KLWTD Utility System which is reasonably believed may result in danger or injury to persons, damage to assets of the District, or the material loss of the district to provide wastewater services. As soon as possible thereafter the General Manager or Finance Officer shall report to the Chairman any such actions taken or to be taken in such circumstances. However, such communication shall occur no later than 24 hours after such actions or events.

(F) The Finance Officer shall notify the Board when he determines that the actual revenues of a utility system are likely to be less than those indicated in the adopted Budgets and shall also prepare proposed revised Budgets for the Board's review and consideration.

(G) Pursuant to Resolution 01-01-05, any disbursement in excess of \$10,000, other than emergency contracts as provided in Sections 2(E) of this Resolution, must be approved by the Board prior to entering into such a contract.

(H) Pursuant to Resolution 01-01-05, any work order equal to or in excess of \$10,000 for a professional services contract previously approved by the Board, must be approved by the Board prior to accepting such a work order. Those work orders less than \$10,000 for such contracts do not require prior Board approval but will be presented to the Board for ratification.

(I) The Board authorizes the General Manager and the Finance Officer to do all acts and things required of them by this Resolution and the Budgets for the full, punctual, and complete performance thereof, and the Chairman and each member of the Board, officers, attorneys, and other agents of the District are hereby authorized and directed to execute and deliver any and all papers and instruments and to do and cause to be done all acts and things necessary or proper for carrying out the Budgets and transactions contemplated by this Resolution, or Florida Statutes.

Section 3. APPLICABILITY AND EFFECTIVE DATE.

This resolution shall take effect upon adoption by the Board of Commissioners.

INTENTIONALLY LEFT BLANK

RESOLVED AND ADOPTED this 7th of September, 2005.

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

	AYE	NAY
Chairman Charles Brooks	_____	_____
Commissioner Gary Bauman	_____	_____
Commissioner Glenn Patton	_____	_____
Commissioner Andrew Tobin	_____	_____
Commissioner Claude Bullock	_____	_____

The Chairman thereupon declared Resolution No. 12-09-05 duly passed and adopted the 7th day of September, 2005.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____

Chairman Charles Brooks

ATTEST:

Approved to as to form and legal sufficiency

Carol Simpkins, Clerk

District Counsel, Thomas M. Dillon

SEAL

EXHIBIT A

Key Largo Wastewater Treatment District FY 2006 Operating Budget

Proposed Budget
FY 2006

OPERATING REVENUE	
Wastewater Service Revenue	
MSTU Revenue	
Interest Income	
Miscellaneous Income	
Subtotal Operating Revenue	
NON-OPERATING REVENUE	
System Development Fees	
Non Ad valorem Assessments	
Interest Income	
Subtotal Non-Operating Revenue	

TOTAL REVENUES

Proposed Budget
FY 2006

\$ 297,792	
586,941	
2,500	
3,000	
890,233	
405,450	
167,040	
2,110	
572,490	
\$1,462,723	

Proposed Budget
FY 2006

OPERATING EXPENSES (Continued)	
System Operating Expenses	
Operating Payroll	61,167
Payroll Taxes	4,679
Health Insurance	7,952
Workers Comp Insurance	3,500
Property Insurance	16,000
Vehicle Expense	10,130
Electric	24,500
Water	3,000
Chemicals	8,000
Sludge Hauling	18,000
Supplies	2,500
Lab Services	7,500
Start-Up Expenses	15,000
Repairs and Maintenance	15,000
Miscellaneous Expenses	14,000
Sub-total System Operating Expenses	210,928

OPERATING EXPENSES

Administrative Expenses	
Board Meeting Compensation	45,000
Administrative Payroll	204,175
Payroll Taxes	19,062
Health Insurance	26,543
Workers Comp Insurance	12,440
Billing Service	17,000
Copier Expense	3,500
Postage/Delivery Expense	5,500
Liability Insurance	37,000
Property Insurance	1,400
Legal Advertisements	7,000
Office Supplies	10,000
Travel	5,000
Rents & Leases	29,400
Electric	3,360
Water	700
Telephone	7,200
Dues & Subscriptions	700
Miscellaneous Expenses	5,000
Bad Debts	2,978
Reserve for Contingencies	1,200
Sub-total Administrative Expenses	444,158

Professional Services

Legal - General Counsel	60,000
Legal - Litigation Reserve	20,000
Legal - Bond Counsel	10,000
Financial Advisor	25,000
Utility Rate Consultant	15,000
Engineering Services	50,000
Audit Fees	16,000
Computer Support	2,000
Project Planning Contingency	10,000
Subtotal Professional Services	208,000

Total Operating Expenses

\$ 863,086

NON-OPERATING EXPENSES

Capital Expenditures from Operating Account	7,000
Renewal and Replacement Transfer	14,890
Debt Service Transfer (Monroe County \$100,000 Loan)	109,273
Total Non-Operating Expenses Paid From Operating Revenue	131,163

Transfer To (From) Operating Reserve	(104,015)
Transfer To (From) Capital Reserve	572,490

Total Non-Operating Expenses Paid From Non-Operating Revenue

468,475

TOTAL EXPENSES

\$1,462,723

EXHIBIT B

Key Largo Wastewater Treatment District FY 2006 Capital Improvement Budget

(\$ in thousands)

Revenue (Sources of Funds):

	Key Largo Trailer Village	Key Largo Park	Calusa Campground	North Components	Total
State and Local Grants	\$ 1,768	\$ 1,601	-	-	\$ 3,369
System Development Fees	-	371	-	-	371
Non Ad valorem Assessments	-	167	34	-	201
County Infrastructure Bonds	-	-	-	8,505	8,505
State Revolving Fund Loan	-	-	-	100	100
New Funding	-	-	1,101	-	1,101
Total Funds Available	\$ 1,768	\$ 2,139	\$ 1,135	\$ 8,605	\$ 13,647

Expenses (Uses of Funds):

Construction of New Facilities:

Engineering	\$ 15	\$ 15	\$ 100	\$ 1,770	\$ 1,900
Mitigation	295	-	-	-	295
Waste Treatment	959	-	-	1,900	2,859
Transmission Lines	100	100	-	4,900	5,100
Collection Systems	300	1,978	1,000	-	3,278
Project Management	99	46	35	35	215
Total Estimated Expenses	\$ 1,768	\$ 2,139	\$ 1,135	\$ 8,605	\$ 13,647

TAB 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No.

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

SUBJECT: Pending Payments List for September 7, 2005

RECOMMENDED MOTION/ACTION: Motion to approve pending payments list for September 7, 2005 contingent upon available funds.

Approved by General Manager

Date: 9-2-05



Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 09/07/05

Prepared 09/02/05

CONSOLIDATED CASH BALANCE FORWARD \$ (32,426.54)

Administration & Operations

Cash Balance A&O Account Forward \$ 122,734.28

Plus: No Receipts

Less: America General - Cleaning Service (3 weeks)	228.00
Fl. Dept. of Mgmt. Svcs. - Telephone	273.01
Nissan - Truck Lease	219.00
Tom Dillon - Legal Services	7,979.50
Board Compensation - August	4,500.00
Staff Salaries - August	18,676.15
Payroll Benefirs - FICA & Medicare	2,382.48
Sub-total Invoices	34,258.14

\$ (34,258.14)

Cash Balance A&O Account If All Paid \$ 88,476.14

Memo: MSTU Draw #11 Submitted 7/22/05 \$46,929

Key Largo Park

Cash Balance KLP Account Forward \$ (25,345.86)

Plus: No Receipts

Less: Tom Dillon - Legal Services	30.00
Weiler Engineering - August	3,090.73
Staff Salaries (Incl. benefits) - August	4,409.33
Sub-total Invoices	7,530.06

(7,530.06)

Cash Balance KLP Account If All Paid \$ (32,875.92)

Memo: MC Cesspit Draw #1 Submitted 7/22/05 \$ 17,464

Key Largo Trailer Village

Cash Balance KLTV Account Forward \$ (129,814.96)

Plus: No Receipts

Less: Tom Dillon - Legal Services	1,024.00
Weiler Engineering - August	5,656.78
Staff Salaries (Incl. benefits) - August	7,153.86
Sub-total Invoices	13,834.64

(13,834.64)

Cash Balance KLTV Account If All Paid \$ (143,649.60)

Memo: FEMA Draw #8 Submitted 7/20/05 \$ 933,518

DCA Cesspit Draw #1 Submitted 7/22/05 \$ 654,049

FEMA Draw #9 (Final) Submitted 8/02/05 \$ 8,373

North Key Largo Development

Cash Balance NKLD Account Forward (8,653.38)

Plus: MC Grant Advance 1,000,000.00

Less: Tom Dillon - Legal Services	743.50
Staff Salaries (Incl. benefits) - August	1,855.09
	2,598.59

997,401.41

Cash Balance NKLD Account If All Paid 988,748.03

CONSOLIDATED CASH BALANCE IF ALL PAID \$ 909,352.03

NOTE: A TOTAL OF \$ 1,660,333 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

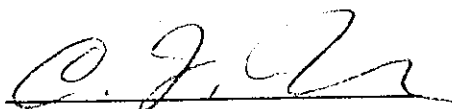
SUBJECT: Waiver Form

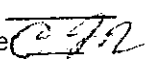
RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date:

8-26-05



Originating Department: District Counsel Thomas Dillon	Costs: Approximately \$ Funding Source: Acct.	Attachments: Waiver Form
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 draft form to be used to exclude parcels from assessment under the pending resolution.

This item will be emailed to you.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

This document prepared by (and after recording
return to):)

Name: Key Largo Wastewater)
Treatment District)

Address: P.O. Box 491)

City, State, Zip: Key Largo, FL 33037-0491)

Phone: 305-453-5804)
)
)
)
)
)

-----Above This Line Reserved For Official Use Only-----

Property Appraiser Parcel Identification Number(s) =

KEY LARGO WASTEWATER TREATMENT DISTRICT

WAIVER OF WASTEWATER SERVICE

AND

ACKNOWLEDGEMENT OF POTENTIAL COSTS

THIS WAIVER of wastewater service and acknowledgement of potential costs is executed on the date(s) shown below:

WHEREAS, on August 31, 2005, the Key Largo Wastewater Treatment District ("District") adopted a Initial Assessment Resolution levying non-ad valorem assessments against each of the Tax Parcels listed in Attachment A under and in accordance with Chapter 197.3632, Florida Statutes; and

WHEREAS, the purpose of the non-ad valorem assessments is to recover a portion of the costs of providing wastewater service to the Tax Parcels listed in Attachment A; and

WHEREAS, the undersigned are all of the owners, or the authorized representatives of all of the owners, of the Tax Parcels listed in Attachment A; and

WHEREAS, in order to induced the District to waive the non-ad valorem assessment against one or more of the Tax Parcels listed in Attachment A ("Excluded Parcels"), (1) the undersigned are certifying that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development, and (2) the undersigned are waiving their right to receive wastewater service to the Excluded Parcels; and

WHEREAS, even though the Excluded Parcels will not receive wastewater service at this time, the Excluded Parcels will nevertheless receive a special benefit from construction by the District of wastewater collection, transmission, and treatment facilities, but relying on the representations above, the District is willing to forego an assessment against the Excluded Parcels at this time; and

WHEREAS, the District has advised the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the service will be significantly greater than the costs of providing service at this time;

NOW, THEREFORE, in consideration of the premises and in further consideration of the promises below, the undersigned agree:

1. The undersigned certify that they are all of the owners, or legal representatives of all of the owners, of the Tax Parcels, as shown in the records of the Monroe County Property Appraiser, listed in Attachment A.
2. The undersigned certify that they desire to receive wastewater service to the Tax Parcel listed in Attachment A and designated as the Tax Parcel receiving wastewater service, and further hereby waive their right to receive wastewater to the Tax Parcel(s) listed in Attachment A and designated as Excluded Parcel(s).
3. The undersigned certify that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development.
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2005 non-ad valorem assessment.
5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.
6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).
7. The District acknowledges receipt of an administrative fee of \$ ___ for each Excluded Parcel.

[This Space Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Witness

Witness

Sign: _____

Sign: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires:

WAIVER OF WASTEWATER SERVICE
AND
ACKNOWLEDGEMENT OF POTENTIAL COSTS

Attachment A

Tax Parcel receiving wastewater Service:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcels:

Excluded Parcel No. 1:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 2:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 3:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 4:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Key Largo Chamber of Commerce

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 9-2-05

Originating Department: General Manager	Costs: Approximately \$ Funding Source: Acct.	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk	Advertised: 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: A "Not for Profit" membership is \$60 a year and has no voting rights. A regular membership is \$230 a year and has voting rights. The Board membership in the Key Largo Chamber of Commerce is up for renewal.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No.

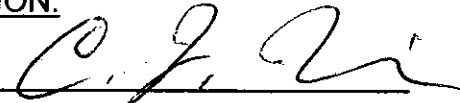
- | | |
|--|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> DISCUSSION | <input type="checkbox"/> BID/RFP AWARD |
| <input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| 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

SUBJECT: Bond Counsel

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 9-1-05



Originating Department: District Counsel	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> District Counsel <u>T.D.</u> <input checked="" type="checkbox"/> General Manager <u>C.F.R.</u> <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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:

Based on discussion with RBC Dain Rauscher, I believe that it is time for the District to procure the services of bond counsel/disclosure counsel. RBC Dain Rauscher recommends the following firms: Nabors Giblin & Nickerson; Bryant Miller and Olive; Lewis Longman and Walker; Squire Sanders and Dempsey (Lori Smith Lalla); Moyle, Flanigan (Mark Raymond)

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: sept. 7, 2005

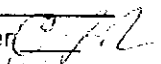
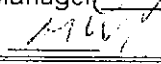
Agenda Item No.

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

SUBJECT: Employee Performance Evaluation

RECOMMENDED MOTION/ACTION: Discussion, Status report

Approved by General Manager 
 Date: 8-25-05

Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: Evaluation form
Department Review: <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 _____	Advertised: 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: Staff proposed the attached employee performance evaluation form.

Resulting Board Action:

☒ Approved
 ☐ Tabled
 ☐ Disapproved
 ☐ Recommendation Revised

Employee Performance Evaluation

EVALUATION PROCESS

- Step 1 Supervisor completes Major Tasks & Responsibilities on Pages 1&2.
- Step 2 Supervisor and employee independently complete Evaluation & Comment sections on Pages 1&2.
- Step 3 Third party combines comments and the completed sheets are returned to supervisor and employee.
- Step 4 Supervisor completes numerical ratings on pages 1&2, completes General Performance numerical ratings on page 3, and completes Supervisor's General Comments on page 4.
- Step 5 Supervisor and employee meet to discuss the completed evaluation.
- Step 6 Supervisor and employee both sign the evaluation form.
- Step 7 A copy of the evaluation is given to the employee and the original is placed in the employee's personnel file.

Key Attributes of the Process

- 1. Interactive between supervisor and employee.
- 2. Both qualitative and quantitative.
- 3. Overall performance can meet requirements, or even exceed requirements, yet specific elements may be rated as needing improvement.
- 4. Employee participates fully, but supervisor remains in control throughout the process.

EMPLOYEE PERFORMANCE EVALUATION

Employee Name _____ Position _____

Evaluation Date _____ Evaluation Type _____

Major Tasks & Responsibilities	Supervisor Evaluation & Comment	Employee Evaluation & Comment
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements(6-8) <input type="checkbox"/> Needs improvement (1-5) See general comments.		

EMPLOYEE PERFORMANCE EVALUATION

Employee Name _____ Position _____

Major Tasks & Responsibilities	Supervisor Evaluation & Comment	Employee Evaluation & Comment
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		
Supervisor Evaluation: <input type="checkbox"/> Exceeds Requirements (9-10) <input type="checkbox"/> Meets Requirements (6-8) <input type="checkbox"/> Needs Improvement (1-5) See general comments.		

Total Tasks & Responsibilities Rating

EMPLOYEE PERFORMANCE EVALUATION

GENERAL PERFORMANCE CATEGORIES	Job Requirements		
	Exceeds (9-10)	Meets (6-8)	Improve (1-5)
Initiative: Ability to suggest and initiate usable and innovative techniques, methods, procedures; resourcefulness; self reliance; ability to stimulate others to think and work.			
Quantity of Work: Volume of work which is accomplished, considering difficulty of the work done; efficiency with which work is accomplished.			
Quality of Work: Degree of excellence of the work performed, including degree of accuracy, neatness, completeness, thoroughness, carefulness, workmanship and craftsmanship.			
Leadership: Ability to set an example for others to follow; to set realistic and challenging goals for self and others; to command respect and support from others.			
Dependability & Work Habits: Reliability and attention to work; completion of tasks properly and in a timely manner; observance of rules, regulations, procedures, methods and instructions; organization of work.			
Judgement & Problem Solving: Ability to identify problem conditions, secure required data, reach logical and effective conclusions, understand constraints, and take effective corrective action.			
Budget Management: Concern for efficiency of operations and cost effectiveness; appropriate documentation of expenditures; keeping expenditures within budgeted amounts.			
Experience & Knowledge: Degree to which employee possesses specific knowledge and skills (e.g. technical, procedural, policy or other) to perform well and handle complex aspects of the job.			
Interpersonal Skills: Ability to establish and maintain effective working relationships with subordinates, superiors, peers and the public; to accept constructive criticism; to positively influence others.			
Personal Qualities: Attributes which enhance successful performance and presentation of self to co-workers and public (i.e. attitude, appearance, self control, cooperativeness, integrity, sensitivity to others)			
Communication (Written & Verbal): Ability to organize and present information effectively; to make and support a point or conclusion, to actively listen; to communicate with a variety of audiences.			
Planning & Organizational Skills: Ability to plan ahead and set realistic goals, objectives and priorities; to commit activities to a realistic schedule; to anticipate problems and future conditions.			

Total General Performance Rating

Key Largo Wastewater Treatment District

Page 4

EMPLOYEE PERFORMANCE EVALUATION

$$\boxed{\text{Tasks \& Responsibilities Rating}} + \boxed{\text{General Performance Rating}} = \boxed{\text{Overall Performance Rating}}$$

<input type="text"/>	<input type="text"/>	<input type="text"/>
Exceeds Requirements	54-60	108-120
Meets Requirements	36-53	72-107
Needs Improvement	6-35	12-73
		162-180
		108-161
		18-107

Supervisor's General Comments:

Supervisor Signature _____

Date _____

Employee Signature _____

Date _____

TAB 8

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

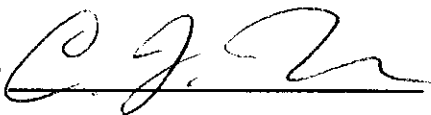
☐ Other:

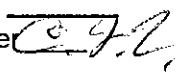
SUBJECT: Properties requesting modification to System Development Charge Assessment.

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: Sept. 2, 2005



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: List of request.
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 attached is a list of the properties in the District's current projects that have requested a review of their system development charges.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

PROPERTIES REQUESTING MODIFICATION TO ASSESSMENT

RESIDENTIAL OR COMMERCIAL	PERSON OR COMPANY MAKING REQUEST	PHYSICAL LOCATION	RE NUMBER	BASIS FOR REQUEST FOR EXEMPTION
Residential	Gene Brian DeMambro	L 5 BLK 25, Key Largo Park	00528590-000000	In the process of being dedicated to Mo. Co. for ROGO points
Residential	Harry W. Brunnhoelzl	L 15 BLK 4	00523990-000000	In the process of being combined with lot 00523990-000000
Residential	Lee & Winifred Ellsworth	39 Lakeshore Drive Key Largo Park	00529600-000000	In the process of consolidating with 00529590-000000
Residential	TGSV Enterprises, Inc Jesus M. Gomez	L 8, 9, & 19 BLK 23 Key Largo Park	00528390-000000 00528300-000000 00528290-000000	Properties have a Lot Aggregation Restrictive Covenant reducing density to 1 unit on these lots
Government	Monroe County Mark J. ROsch	L 1-7, 22-28 BLK 7 Key Largo Park	00524340 thru 00524400-000000 and 524550 thru 00524610-000000	Properties are tropical hardwood hammock purchased for conservation
Residential	Mary Maloney	24 Lakeview Drive, Key Largo Park	00528200-000000 00528460-000000	In the process of having them combined into one lot to build a house on
Residential	Harry Wells	L 18 & 20 BLK 10 Key Largo Park	00525620-000000 00525600-000000	Plans to combine these 2 lots with lot 19
Residential	Marco & Marivel Mesa	13 Coconut Drive Key Largo Park	00525990-000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marco & Marivel Mesa	L 15 BLK 27 Key Largo Park	00529120-000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marco & Marivel Mesa	L 22 BLK 13	00526190-000000	Has applied for combination of 2 lots and this lot will be deleted
Residential	Marilyn & Michael Mackel	L 29, BLK 25	00528830-000000	Property is considered a Tier 1 Donation Lot

RESIDENTIAL OR COMMERCIAL	PERSON OR COMPANY MAKING REQUEST	PHYSICAL LOCATION	RE NUMBER	BASIS FOR REQUEST FOR EXEMPTION
Residential	Linda S. Klopp	105 Silver Springs Drive Key Largo Par	00525460-000000 00525670-000000	Waiting for probate to close in mid November to apply for unity of title. Lots are too small to build on individually.
Residential	Chris Sante	58 Waterways Drive	00529880-000000	Does not intend to build on lot. Is now the driveway to the house
Residential	Greta Davis	Key Largo Park	00526620-000000	Lot has been determined to be an environmental hammock and can not be built on unless it is joined with an adjacent lot
Commercial	George Angelis	Tower Pizza		Requesting a review of calculation of charges because of a water leak in 2002. Also large amount of water usage is for gardening
Residential	P & R Smith Rerrato Perez, Esquire	L 7, 8, 13, & 14 BLK 27 Key Largo Park	00529110-000000 00529050-000000 00529040-000000 00529100-000000	Have applied for a building permit using all 4 lots as 1 lot. Permit No. 04-03-0478
Residential	Rimma Rodriguez	42 Orange Drive Key Largo Park	00527020-000000	Have applied for parcel Combination to 00526860-000000
Commercial	Virginia/Illinois LTD Bob Redman	Key largo Park	00087550-000100	Lot is smaller than a minimum size building lot. Parcel is not part of the adjacent subdivision. Now houses a non-conforming advertising sign

TAB 9

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No.

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

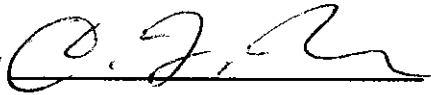
☐ Other:

SUBJECT: Calusa Campground Wastewater Collection System

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date: 9-2-05



Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments:
Department Review: <input checked="" type="checkbox"/> District Counsel <u>TH</u> <input checked="" type="checkbox"/> General Manager <u>CA</u> <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: 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 District General Manager and Council presented the options available to Calusa Campground to connect to the District wastewater system. The Calusa Campground condominium Association voted to request the District to install and maintain a collection system in their park for wastewater. District Council will now prepare the required documents for this agreement.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 10

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: September 7, 2005
Re: TAB 4

Attached is an updated Waiver form to replace the one in TAB 4. I have also included a copy of Tom Dillon's email.

Carol Simpkins

From: lawtmd@bellsouth.net

Sent: Wednesday, September 07, 2005 10:32 AM

To: Margaret Blank; Carol Walker; Chuck Fishburn; EdRCastle@aol.com; Jeff Weiler; Martin Waits; Gary Bauman (E-mail); Charles Brooks (E-mail); Andrew Tobin; Claude Bullock; Glenn Patton

Subject: revised waiver form

I am attaching a revised waiver form for the Board's consideration tonight. This form incorporates suggestions by Commissioner Tobin.

Tom

9/7/2005

This document prepared by (and after recording
return to):)

Name: Key Largo Wastewater
Treatment District)

Address: P.O. Box 491)

City, State, Zip: Key Largo, FL 33037-0491)

Phone: 305-453-5804)

-----Above This Line Reserved For Official Use Only-----

Property Appraiser Parcel Identification Number(s) =

KEY LARGO WASTEWATER TREATMENT DISTRICT

WAIVER OF WASTEWATER SERVICE

AND

ACKNOWLEDGEMENT OF POTENTIAL COSTS

THIS WAIVER of wastewater service and acknowledgement of potential costs is executed on the date(s) shown below:

WHEREAS, on August 31, 2005, the Key Largo Wastewater Treatment District ("District") adopted a Final Assessment Resolution levying non-ad valorem assessments against each of the Tax Parcels listed in Attachment A under and in accordance with Chapter 197.3632, Florida Statutes; and

WHEREAS, the purpose of the non-ad valorem assessments is to recover a portion of the costs of providing wastewater service to the Tax Parcels listed in Attachment A; and

WHEREAS, the undersigned are all of the owners of the Tax Parcels listed in Attachment A; and

WHEREAS, in order to induce the District to waive the non-ad valorem assessment against one or more of the Tax Parcels listed in Attachment A ("Excluded Parcels"), (1) the undersigned are certifying that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development, and (2) the undersigned are waiving their right to receive wastewater service to the Excluded Parcels; and

WHEREAS, even though the Excluded Parcels will not receive wastewater service at this time, the Excluded Parcels will nevertheless receive a special benefit from construction by the District of wastewater collection, transmission, and treatment facilities, but relying on the representations above, the District is willing to forego an assessment against the Excluded Parcels at this time; and

WHEREAS, the District has advised the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the service will be significantly greater than the costs of providing service at this time;

NOW, THEREFORE, in consideration of the premises and in further consideration of the promises below, the undersigned agree:

1. The undersigned certify that they are all of the owners, or legal representatives of all of the owners, of the Tax Parcels, as shown in the records of the Monroe County Property Appraiser, listed in Attachment A.
2. The undersigned certify that they desire to receive wastewater service to the Tax Parcel listed in Attachment A and designated as the Tax Parcel receiving wastewater service, and further hereby waive their right to receive wastewater to the Tax Parcel(s) listed in Attachment A and designated as Excluded Parcel(s).
3. The undersigned certify that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development.
4. If the District later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2005 non-ad valorem assessment.
5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.
6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).
7. The District acknowledges receipt of an administrative fee of \$ ___ for each Excluded Parcel.
8. The undersigned mortgagee(s) hereby consent to this waiver of wastewater service and acknowledgement of potential costs. and all of its terms.
9. This waiver and all of its terms shall be binding upon, and inure to the benefit of, the signatories, their successors and assigns, and all subsequent owners of the Tax Parcels listed in Attachment A, and each of them.

[This Space Intentionally Left Blank.]

IN WITNESS WHEREOF, the undersigned, comprising all of the owners of the Tax Parcels listed in Attachment A have executed this waiver of wastewater service and acknowledgement of potential costs on the dates shown opposite their names.

Signed, Sealed and Delivered in the presence of these Witnesses (one of whom may be the Notary):

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Owner or Co-owner

Owner or Co-owner

Sign: _____

Sign: _____

Witness

Witness

Sign: _____

Sign: _____

STATE OF _____
COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires:

Mortgagee Consent

The undersigned Mortgagee consents to the foregoing waiver of wastewater service and acknowledgement of potential costs.

Mortgagee Name:

By: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

Mortgagee Consent

The undersigned Mortgagee consents to the foregoing waiver of wastewater service and acknowledgement of potential costs.

Mortgagee Name:

By: _____

Its: _____

Date: _____

STATE OF _____

COUNTY OF _____

The foregoing instrument was acknowledged before me this _____ (date),
by _____ (name(s)), who is personally known to me or who has
produced _____ (type of identification) as identification.

Notary Public

Printed Name: _____

My Commission Expires: _____

WAIVER OF WASTEWATER SERVICE
AND
ACKNOWLEDGEMENT OF POTENTIAL COSTS

Attachment A

Tax Parcel receiving wastewater Service:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcels:

Excluded Parcel No. 1:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 2:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 3:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

Excluded Parcel No. 4:

Alternate Key Number:

RE Number:

Physical Location:

Legal Description:

lawtmd@bellsouth.net

From: <lawtmd@bellsouth.net>
To: "Mark Brown" <mbrown@govserv.com>
Sent: Tuesday, September 06, 2005 11:25 AM
Subject: Re: KLWTD Roll Totals 9-5-05

Mark,

I confirm that your numbers are correct based on my review of the spreadsheets.

Tom

----- Original Message -----

From: Mark Brown
To: lawtmd@bellsouth.net
Sent: Monday, September 05, 2005 6:26 PM
Subject: KLWTD Roll Totals 9-5-05

Tom,

The three spreadsheets have been imported. I have used the column labeled "AMT" as the annual assessment amount. Totals follow.

All Parcels w/Annual Assessment:
 Number of Parcels: 1,021
 Total Annual Assessment: \$265,137.30

Non-Governmental Parcels to Tax Roll:
 Number of Parcels: 1,001
 Total Annual Assessment: \$260,126.90

Governmental Parcels (matched by DOR Code or Owner Name) not sent to Tax Roll:
 Number of Parcels: 20
 Total Annual Assessment: \$5,010.40

Govt Parcel List:

AK	PID	Owner Name	Annalist
1096121	00087570-000000	DOT/ST.OF FL	\$250.52
1643599	00524340-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTH	\$250.52
1643602	00524350-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTH	\$250.52
1643611	00524360-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643629	00524370-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643637	00524380-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643645	00524390-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643653	00524400-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643793	00524550-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643807	00524560-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643815	00524570-000000	MONROE COUNTY COMPREHENSIVE PLAN AUTHORITY	\$250.52
1643823	00524580-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643831	00524590-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTHORITY	\$250.52
1643840	00524600-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTH	\$250.52
1643858	00524610-000000	MONROE COUNTY COMPREHENSIVE PLAN LAND AUTH	\$250.52
1648019	00528780-000000	COUNTY OF MONROE	\$250.52

9/7/2005

1648027	00528790-000000	COUNTY OF MONROE	\$250.52
1648035	00528800-000000	COUNTY OF MONROE	\$250.52
1648043	00528810-000000	COUNTY OF MONROE	\$250.52
1648051	00528820-000000	MONROE COUNTY	\$250.52

Please confirm the totals going to the Tax Collector.

Thank you,

 Mark Brown
 mbrown@govserv.com
 Vice President / Technical Services Director
 Government Services Group, Inc.
 1500 Mahan Dr Ste 250
 Tallahassee, FL 32308-5177
 (850) 681-3717 office
 (850) 224-7206 fax
 www.govserv.com

From: lawtmd@bellsouth.net [mailto:lawtmd@bellsouth.net]

Sent: Thursday, September 01, 2005 8:55 AM

To: Mark Brown

Subject: Revised spreadsheet

Mark,

I am sending one revised spreadsheet reflecting a payment received already. The change is to line 361. There will be no more changes prior to certification of the assessment roll.

Tom

9/7/2005

This document prepared by (and after recording
return to):)

Name: Key Largo Wastewater)
Treatment District)

Address: P.O. Box 491)

City, State, Zip: Key Largo, FL 33037-0491)

Phone: 305-453-5804)

-----Above This Line Reserved For Official Use Only-----

Property Appraiser Parcel Identification Number(s) =

KEY LARGO WASTEWATER TREATMENT DISTRICT

WAIVER OF WASTEWATER SERVICE

AND

ACKNOWLEDGEMENT OF POTENTIAL COSTS

THIS WAIVER of wastewater service and acknowledgement of potential costs is executed on the date(s) shown below:

WHEREAS, on August 31, 2005, the Key Largo Wastewater Treatment District ("District") adopted a Final Assessment Resolution levying non-ad valorem assessments against each of the Tax Parcels listed in Attachment A under and in accordance with Chapter 197.3632, Florida Statutes; and

WHEREAS, the purpose of the non-ad valorem assessments is to recover a portion of the costs of providing wastewater service to the Tax Parcels listed in Attachment A; and

WHEREAS, the undersigned are all of the owners of the Tax Parcels listed in Attachment A; and

WHEREAS, in order to induce the District to waive the non-ad valorem assessment against one or more of the Tax Parcels listed in Attachment A ("Excluded Parcels"), (1) the undersigned are certifying that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development, and (2) the undersigned are waiving their right to receive wastewater service to the Excluded Parcels; and

WHEREAS, the District has advised the undersigned that, if they or their successors desire to have wastewater service provided to any of the Excluded Parcels the cost to the District, and the cost to the undersigned persons or their successors, of providing the service will be significantly greater than the costs of providing service at this time;

NOW, THEREFORE, in consideration of the premises and in further consideration of the promises below, the undersigned agree:

1. The undersigned certify that they are all of the owners of the Tax Parcels, as shown in the records of the Monroe County Property Appraiser, listed in Attachment A.
2. The undersigned certify that they desire to receive wastewater service to the Tax Parcel listed in Attachment A and designated as the Tax Parcel receiving wastewater service, and further

Deleted: WHEREAS, even though the Excluded Parcels will not receive wastewater service at this time, the Excluded Parcels will nevertheless receive a special benefit from construction by the District of wastewater collection, transmission, and treatment facilities, but relying on the representations above, the District is willing to forego an assessment against the Excluded Parcels at this time; and¶

Deleted: , or legal representatives of all of the owners,

hereby waive their right to receive wastewater to the Tax Parcel(s) listed in Attachment A and designated as Excluded Parcel(s).

3. The undersigned certify that the Tax Parcels listed in Attachment A are being utilized as a single parcel for development purposes, and that the undersigned do not intend to separate the parcels for development.
4. If the District in its sole discretion later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District all direct and indirect costs and expenses, including, but not limited to, an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2005 non-ad valorem assessment.
5. In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.
6. The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).
7. The District acknowledges receipt of an administrative fee of \$___ for each Excluded Parcel.
8. The undersigned mortgagee(s) hereby consent to this waiver of wastewater service and acknowledgement of potential costs, and all of its terms.
9. This waiver and all of its terms shall be binding upon, and inure to the benefit of, the signatories, their successors and assigns, and all subsequent owners of the Tax Parcels listed in Attachment A, and each of them.

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P.O. Box 491 Key Largo, FL 33037
Phone: 305-453-5804
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**Key Largo
Wastewater
Treatment District**

Memo

To: KLWTD Board
From: Carol Walker, CMC
CC: Staff
Date: September 7, 2005
Re: TAB 2

Attached is an updated pending payments list. The change is highlighted in yellow.

Key Largo Wastewater Treatment District

Payments Pending 09/07/05

Prepared 09/02/05

CONSOLIDATED CASH BALANCE FORWARD

\$ (32,426.54)

Administration & Operations

Cash Balance A&O Account Forward \$ 122,734.28

Plus: No Receipts

Less: America General - Cleaning Service (3 weeks)	228.00
FL Dept. of Mgmt. Svcs. - Telephone	273.01
Nissan - Truck Lease	219.00
Tom Dillon - Legal Services	7,979.50
Board Compensation - August	4,500.00
Staff Salaries - August	18,676.15
Payroll Benefits - FICA & Medicare	2,382.48
Sub-total Invoices	34,258.14

\$ (34,258.14)

Cash Balance A&O Account If All Paid \$ 88,476.14

Memo: MSTU Draw #11 Submitted 7/22/05 \$46,929

Key Largo Park

Cash Balance KLP Account Forward \$ (25,345.86)

Plus: No Receipts

Less: Tom Dillon - Legal Services	30.00
Weiler Engineering - August	3,090.73
Staff Salaries (Incl. benefits) - August	4,409.33
Sub-total Invoices	7,530.06

(7,530.06)

Cash Balance KLP Account If All Paid \$ (32,875.92)

Memo: MC Cesspit Draw #1 Submitted 7/22/05 \$ 17,464

Key Largo Trailer Village

Cash Balance KLTV Account Forward \$ (129,814.96)

Plus: No Receipts

Less: Tom Dillon - Legal Services	1,024.00
Weiler Engineering - August	5,656.78
Fluidyne Corporation - Control Panel	78,000.00
Staff Salaries (Incl. benefits) - August	7,153.86
Sub-total Invoices	91,834.64

(91,834.64)

Cash Balance KLTV Account If All Paid \$ (221,649.60)

Memo: FEMA Draw #8 Submitted 7/20/05 \$ 933,518

DCA Cesspit Draw #1 Submitted 7/22/05 \$ 654,049

FEMA Draw #9 (Final) Submitted 8/02/05 \$ 8,373

North Key Largo Development

Cash Balance NKLD Account Forward (8,653.38)

Plus: MC Grant Advance 1,000,000.00

Less: Tom Dillon - Legal Services	743.50
Staff Salaries (Incl. benefits) - August	1,855.09
	2,598.59

997,401.41

Cash Balance NKLD Account If All Paid 988,748.03

CONSOLIDATED CASH BALANCE IF ALL PAID

\$ 831,352.03

NOTE: A TOTAL OF \$ 1,660,333 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary