

September 21st

2005

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

AGENDA



**Wednesday, September 21, 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. ATTORNEY/CLIENT SESSION

THE KEY LARGO WASTEWATER TREATMENT DISTRICT SHALL GO INTO AN ATTORNEY/CLIENT SESSION AT THIS TIME. The following persons shall be in attendance: Chairman Charles Brooks, Vice-Chairman Gary Bauman, Secretary, Treasure Andrew Tobin, Commissioner Claude Bullock, and Commissioner Glenn Patton. Also in attendance will be General Manager Charles Fishburn, District Counsel

Thomas Dillon, and certified court reporter Kathi Fegers. The session is estimated to last thirty minutes.

F. PUBLIC COMMENT

G. COMMISSIONERS ROUND TABLE

H. COMMISSIONER ITEMS

I. BULK ITEMS

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| 1. State Revolving Fund Loan Agreement | TAB 1 |
| 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. | |

J. ACTION ITEMS

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| 3. Board Meeting Minutes of Aug. 17, 31, Sept. 7, 2005 | TAB 3 |
| 4. Pending Payments List | TAB 4 |
| 5. Fee to be collect for the Waiver to System Development Charge Assessment | TAB 5 |

K. DISCUSSION ITEMS

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L. STATUS REPORTS

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M. ADJOURNMENT

TAB 1

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Sept. 21, 2005

Agenda Item No. /

☐ PUBLIC HEARING

☒ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: State Revolving Fund Loan Agreement and Resolution No. 09.09.05

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager _____

Date: September 12, 2005

Originating Department: Finance	Costs: \$ Funding Source: Acct. #	Attachments: Resolution and Loan Agreement
Department Review: <input checked="" type="checkbox"/> District Counsel <i>JD</i> <input checked="" type="checkbox"/> General Manager <i>CE</i> <input checked="" type="checkbox"/> Finance <i>CE</i>	<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 item has been placed on the Bulk Items at the request of the Board after the review at the Sept. 7, 2005 meeting. On page 14 the last line has been changed by making the loan service fee applicable only to the amount loaned, and not to the entire project costs.

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 21st 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

**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

CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

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CLEAN WATER STATE REVOLVING FUND LOAN AGREEMENT

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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.

(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.

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 loaned 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.

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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

TAB 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 21, 2005

Agenda Item No. 2

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Haskell Delay Claim

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 9-15-05

Originating Department: General Manager	Costs: \$ Funding Source: Acct. #	Attachments: None
Department Review: <input checked="" 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 District Counsel and General Manager met with Haskell and Higgins representatives in Orlando with a mediator to settle the delay claim. Staff will present the proposed settlement to the Board.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 3

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 21, 2005

Agenda Item No. 3

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

SUBJECT: Minutes of Aug. 17, & 31 and Sept. 7, 2005 Board Meetings

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

Approved by General Manager 

Date: 9-13-05

Originating Department: Board Clerk	Costs: Approximately \$0 Funding Source: Acct. #	Attachments: Minutes of 8.17.05 & 8.31.05 & 9.07.05
Department Review: <input checked="" type="checkbox"/> District Counsel <u>TC</u> <input checked="" type="checkbox"/> General Manager <u>C. J. 2</u> <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:

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

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



AUGUST 17, 2005
98880 OVERSEAS HYW, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a regular meeting on August 17, 2005 at 5:00 PM. Present were Chairman Charles Brooks, Commissioners Glenn Patton, Gary Bauman, Claude Bullock, and Andrew Tobin who arrived at 5:05 PM. Also present were General Manager Charles Fishburn, District Counsel Thomas Dillon, Board Clerk Carol Walker, and all other apporparate District Staff.

The Pledge of Allegiance was led by Chaiman Brooks.

Approval of the Agenda

Commissioner Bauman requested that the Commissioner's Roundtable be removed from the agenda due to the lack of back up material and lack of time to research the subject.

The agenda was approved with the following changes. Rule Change Order No. 12 will be discussed with Resolution No. 07-07-05 and Resolution No. 07-07-05 will be opened for disussion. Items 5, Minutes of July 13, 2005, 7, Pending Payments List, 8, color camera for Lateral Inspections, and 9, auto CAD software were placed on the Bulk Agenda. The proposal for the Assesment Resolution was added for discussion.

Public Committ

The following persons addressed the Board: George Scott, Tavernier. Mr. Scott requested that the District pay \$1050.00 to cover the last months rents on the offices that were rented from him.

Commissioner's Roundtable

Commissioner Tobin stated that he would like the Board to consider giving the General Manager, Charles F. Fishburn a raise. Commissioner Tobin stated that Mr. Fishburn lives and breathes the District's business.

Commissioner Patton stated that the entire staff should be considered for compensation and reviewed as a matter of routine. He has concerns over the future financing of the connection cost.

Commissioner Bullock stated that he is in favor of Mr. Fishburn's raise. He also has concerns over the future financing of the connection cost. Commissioner Bullock would like to have the Board do a performance review of Mr. Fishburn.

Chairman Brooks commented that the email that was sent out regarding the raise was inappropriate. It put him in a situation as the Chair trying to bring things before the public first before anything else, not just necessarily staff. Chairman Brooks stated that he had consulted the District Counsel and that if in the future if someone has something that they want to bring to the Board that they should not just bring it to the Board but it should be publicly produced no matter what the subject is so that it can be properly put on the agenda. The public can then respond to the item at the public meeting at which it will be discussed.

Commissioner's Items

Policy concerning consent agenda.

Commissioner Tobin recommended that this item be moved over to the parliamentary procedure discussion.

Policy on employee performance review

Commissioner Bauman would like to see a narrative performance review. A paragraph should be written on each item not just good, bad, etc.

Commissioner Bullock explained checking boxes serve as a guide and then a short narrative should be written.

Commissioner Patton stated that the forms from the FCAA are adequate and serve as a good guideline. Any form should be based on the performance of the employee.

Commissioner Tobin would like to have Commissioner Bauman and General Manager Charles Fishburn agree on a form and present it to the Board.

Chairman Brooks stated that what has been given to the Board so far is inadequate and that several alternatives should have been furnished. He stated that he thinks the most effective method is to have the employee do their own. Then the Manager does his own review of the employee. The review needs to be task oriented.

District Counsel Thomas Dillon cautioned the Board that the Sunshine Law requires that evaluations be done in public, rather than circulating them by email as suggested by Commissioner Bullock.

Commissioner Tobin would like to see one member and the Manager working on one form to bring back to the Board for employee evaluation.

The Board directed that Commissioner Bauman and General Manager Charles Fishburn work together and bring back a review process to the Board.

Key Largo Park Sign

Commissioner Bauman stated that he feels that four signs are overkill and they are cluttering the highway. Commissioner Bauman called the code enforcement department and was told that the signs are not suppose to be anchored in the ground. Commissioner Bauman made a motion to remove the sign but there was no second.

General Manager Charles Fishburn explained that each sign cost \$700.00 Chairman Brooks explained that the Board approved the signs for the projects and then the Board decided to have the logo placed on everything from the District so the design was changed to include the logo. Financial Officer Martin Waits explained that there is a requirement from the grants that require a sign.

Commissioner Bullock stated that he has never worked on a project that involved public monies that did not have a sign showing the source of funding.

Commissioner Patton said that he has no problem with the signs and that the public should be informed of the projects.

Commissioner Tobin recommended taking down the sign across from the Publix store. He asked staff to inform the Board before another sign is put up.

Chairman Brooks pointed out that the Board should consider the amount of back up they would want with a discussion item at some point in the future. He had no idea of what the subject would be concerning the signs.

Commissioner Bauman questioned the Round Table item that does not require backup in advance.

Chairman Brooks explained that the purpose of the Round Table is for the Commissioners to express themselves about something without having to put it on the agenda. It is to let the Commissioners communicate back and forth under the Sunshine Law.

Commissioner Bauman asked why that cannot be done under the Commissioner Items and he asked District Counsel Thomas Dillon for his opinion of what Robert's Rules say about the open discussion items without an agenda and the ability to have public comment. Mr. Dillon stated that he understands that Robert's Rules does not contemplate any of the discussions that the Board is waiving Robert's Rules when there is a discussion without a motion on the table. That is what the Board does when it approves an agenda with a Commissioners Round Table on it.

Commissioner Bauman asked that if a Boardmember is planning on putting an item on the Round Table that they email him in advance so he is better prepared.

Bulk Agenda Items

Motion: Commissioner Tobin made a motion to approve the Bulk Agenda that consist of Items 5, Minutes of July 13, 2005, 7, Pending Payments List, 8, color camera for Lateral Inspections, and 9, auto CAD software. Commissioner Patton seconded the motion.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Action Items

Resolution 07-07-05

Commissioner Tobin requested that limited discussion be allowed before a motion is made.

Motion: Commissioner Patton made a motion to approve Resolution 07-07-05. Commissioner Bullock seconded the motion.

Commissioner Patton recommend that the Whereas

Certain members of the KLWTD Board have continued to dissent on their own vote in accepting RONR on November 19, 2002. The dissenting commissioners with their disruptive, dilatory and non-germane dialogue have caused ambiguity, ambivalence and confusion as to the KLWTD Board's policies & directions. This constant dissenting has caused unnecessary prolonged delays in the districts progress

be deleted. He asked which version of Robert's Rules of Order is being considered. Chairman Brooks said that it is the newly revised edition (the latest reversion). It is the one that is most recognized through out the world.

Commissioner Tobin stated that first of all he does not want to adopt an edition of Robert's Rules that he has not seen or read. Secondly he recommended that the Board adopt Robert's Rules of Order as supplemented by the local rules that the attorney has prepared for the Board. The third thing that he would like to suggest is that the maker of the motion amend the motion to adopt the Robert's Rules of Order as supplemented by the local rules that the District Counsel has prepared for the Board. Commissioner Tobin stated that he does not want to adopt a version that does not give the Board the flexibility of adopting informal procedures.

Commissioner Bauman agreed with Commissioner Tobin. He would like a condensed version of Robert's Rules of Order.

Commissioner Patton withdrew his motion to approve Resolution 07-07-05. Commissioner Bullock seconded the motion.

Commissioner Tobin made a motion to adopt the District Counsel's rules.

Chairman Brooks stated that the Preliminary Draft Capital Budget for FY 2006 needs to be covered at the current night's meeting before anything else.

Action Items

Contract for FY 2005 Audit Services

Financial Officer Martin Waits reviewed the contract with Grau for audit services.

Motion: Commissioner Bauman made a motion to approve the 2005 Audit contract with Grau and Company. Commissioner Tobin seconded the motion.

Commissioner Bullock requested that staff try and get a one million dollar liability policy from the company; if that is not possible then he would agree to go with what is offered.

District Counsel Thomas Dillon said that the amount required in the insurance clause should be the minimum but if the consultant has more insurance then the District gets the benefit of it. He will change to contract to say that.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Discussion Items

Preliminary Draft Capital Budget FY 2006

Financial Officer Martin Waits presented the draft budget.

Commissioner Bullock requested that the Southern Component be included in the five-year plan. Mr. Waits said that he could include it for the Board's information.

Preliminary Draft Operating Budget FY 2006

Financial Officer Martin Waits presented the draft budget.

Commissioner Tobin stated that he thinks that a 5% factor for the merit raises is appropriate but he would like to propose a 10% raise for Mr. Fishburn. He would like to see it in the budget.

Commissioner Bauman stated that the merit pool should be increased by 5% more to include Mr. Fishburn's increase and then leave everyone else with 5%.

Commissioner Bullock stated that the merit pool should be increased to a lump sum of \$25,000.

Commissioner Bauman requested that a line be added to the budget that would reflect the future staff through 2010.

The Board instructed staff to remove the retirement benefit from the 2006 budget but the health insurance is to be left in the budget.

Assessment Resolution

District Counsel Thomas Dillon discussed the wording in the Assessment Resolution that says the property owner is waiving wastewater service for the parcel and that if at a latter time service is requested for the parcel the assessment will have to be paid. If the property is subdivided at a latter date the District needs to be able to recover the appropriate cost. He asked for guidance from the Board on their feelings concerning charging the property owners the minimum and adjusting it for inflation every year and put in the actual cost of the connection. He does not want this to be looked upon as a penalty. It needs to be fair and easy to calculate.

Commissioner Tobin would like to see \$4770 plus interest at the Statutory Rate or current cost.

Commissioner Patton thinks that the property owner should pay the \$4770 and if the system has to be extended after the fact they should have to pay what it actually cost.

Commissioner Bullock would like a document signed by the current owner that says the next owner must comply.

Mr. Dillon stated that he will go with a higher rate of interest.

Status Reports

Monthly Report

Mr. Castle gave a verbal report on the Key Largo Trailer Village and stated that the project is almost completed.

The vacuum station equipment came in at the Treatment Plant site.

Adjournment

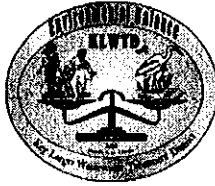
The KLWTD Board adjourned the meeting at 9:00 PM.

The KLWTD meeting minutes of Aug. 17, 2005 were approved on September 21, 2005.

Chairman Charles Brooks

Carol Walker, CMC
Board Clerk

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



AUGUST 31, 2005
98880 OVERSEAS HYW, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a regular meeting on August 31, 2005 at 5:06 PM. Present were Chairman Charles Brooks, Commissioners Glenn Patton, Gary Bauman, Claude Bullock, and Andrew Tobin who arrived at 5:05 PM. Also present were General Manager Charles Fishburn, District Counsel Thomas Dillon, Board Clerk Carol Walker, and all other apporperate District Staff.

The Pledge of Allegiance was led by Commissioner Bullock.

Approval of the Agenda

The agenda was approved with the following changes. The Board minutes of July 20 and August 3, 2005, Resolution No. 11-08-05, Rule Log #12, Article 1 N/A New Section 1.14 Meeting Procedures were moved to the Bulk Agenda. Item 10, the form to be used to exclude parcels from assessment; the Board will decide after discussion on whether to move this item to the Action Items. A meeting with the Key Largo Chamber of Commerce was added as a discussion item.

Public Hearings

Resolution Number 10-08-05

Chairman Brooks opened the public hearing on Resolution No. 10-08-05.

The following persons addressed the Commission: Robert Clemmons, 1 Tina Place, Key Largo, FL was concerned with the cost of sending out the certified letters and the process to apply for an exemption. Robert Majeska, 100636 Overseas Hwy, Key Largo, FL expressed concern over the method used to calucate the System Development cost for his business, Keys Kritters. Kelli Cuppett, wanted to know if there was a discount offered to people who pay their assessment upfront. Cris Franco was concerned about the process to collect the System Development Charge and the monthly bill.

Chairman Brooks closed the Public Hearing on Resolution No. 10-08-05

District Counsel Thomas Dillon gave the history of the final resolution. In adopting the final resolution, the District is reconfirming the initial resolution, but with any requested changes that the Board deems appropriate. Mr. Dillon suggested that the Board not hold property owners who want to ask for an appeal to the 30 day rule.

Chairman Brooks explained that the resolution has been reviewed by staff and the Board several times, and by a consultant specialist.

Commissioner Tobin requested the changes on Exhibit "A" and that a notice be placed in the newspaper with the extension time.

Commissioner Bullock stated that he does not think that publishing the time extension in the newspaper would be necessary unless there is a large number of persons effected. If someone has a problem with the decision of the assessment they could bring it to the Board.

Commissioner Patton feels that the 90 days extension is a good idea. And he likes the appeal process. District Counsel suggested that the time should be 120 days after the date of publication of the initial resolution, thus allowing the public until about December 10, 2005 to appeal.

Commissioner Bauman agrees with Commissioner Tobin and Commissioner Patton. He pointed out that he is still opposed to the System Development Cost that includes a contingency.

1st Motion: Commissioner Tobin made a motion approve Resolution No. 10-08-05 as distributed with the yellow lines. Commissioner Bullock seconded the motion.

2nd Motion: Commissioner Tobin made a motion to amend Resolution No. 10-08-05 Section 4.05 as distributed in Exhibit "A". Commissioner Bauman seconded the motion.

Vote on 2nd motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

3rd Motion: Commissioner Tobin made a motion to amend Resolution No. 10-08-05 Section 4.06 as distributed in Exhibit "A". Commissioner Bullock seconded the motion.

Vote on 3rd motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

4th Motion: Commissioner Tobin made a motion to amend Resolution No. 10-08-05 Section 4.08 (A) to say 120 days. Commissioner Bullock seconded the motion.

Vote on 4th motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

5th Motion: Commissioner Tobin made a motion to change Section 4.08 (E) Board Review. The sentence that starts with 15 days should be eliminated.

After discussion with District Counsel Thomas Dillon, Commissioner Tobin withdrew his motion.

Commissioner Bauman stated that the total capital cost is estimated at \$119,000,000 not \$140,000,000 because there is a 15% contingency; and the System Development cost is really 15% less than \$4,770 which is \$3,852.

Commissioner Bullock stated that in over 35 years of working with government construction contracts that no project goes to bid without a contingency in the project, when the grant is applied for it is the amount with the contingency that is applied for.

Commissioner Patton stated that he felt that the resolution is a very good idea and he thanked Mr. Dillon for all the hard work he put in on it.

Vote on 1st motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman		X	
Chairman Brooks	X		

Motion passed 4 to 1

Commissioner Bauman voted against the resolution because he objects to the inclusion of a contingency in the System Development Charge.

Public Hearing for Proposed Budget for FY 2006

Chairman Brooks opened the Public Hearing for the Budget.

There was no public comment on the Proposed Budget for FY 2006.

Chairman Brooks closed the Public Hearing.

Financial Officer Martin Waits presented the budget. He stated that the retirement program had been removed from the budget. The salary contingency pool was raised to \$25,000. The new position of Administrative Assistant was placed in the budget for between \$13 and \$20 an hour starting right after the first of the year. The Worker's Compensation issues have been resolved. The total revenue are expected to be 1.5 million dollars and out flows are expected to be 1.5 million dollars with \$600,000 of the 1.5 million dollars being placed in a capital reserve account.

After Board discussion the Staff was directed to: take out the retirement benefit, lower the salary adjustment pool to 5%, and to place the new Administrative Assistant in the budget at \$13 an hour.

Public Comment

The following persons addressed the Commission: *Dottie Moses*, 1 Harbor Drive, Key Largo, FL wanted to know if the roads would be resurfaced. Chairman Brooks stated that the streets would be patched. She also asked if grant applications would be available to residents of Key Largo Park. *Robert Burt*, Key Largo, expressed concern over the mountain of earth at the Key Largo Trailer Village left by the contractor. He also spoke for Burke Cannon who wanted to invite the Board to join the Federation of Homeowners. *Robert Majeska*, 100636 Overseas Hwy, Key Largo, FL stated that the low income people should be able to pay the hook up fee when the property is sold.

Commissioner's Roundtable

There was nothing presented at the meeting for this item.

Commissioner's Items

There was nothing presented at the meeting for this item.

Bulk Items

Airvac Purchase Order for KLP Project

Meeting Minutes of July 20 and Aug. 3, 2005

Resolution 11-08-05.

Rule Log Rule #12, Article 1 N/A New Section 1.14 Meeting Procedures

Motion: *Commissioner Tobin made a motion to approve the Bulk Items. Commissioner Patton seconded the motion.*

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Rule Change Log #10, Article IX Fees and Charges, Section 9.01 System Development Fee (SDC) (16)

Commissioner Tobin thought that the Rule Change Log #10 had already been approved. It had been brought up for discussion but not officially approved.

Motion: **Commissioner Patton made a motion to approve Rule Change Log #10, Article IX Fees And Charges, Section 9.01 System Development Fee (SDC) (16). Commissioner Bullock seconded the motion.**

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin		X	
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 4 to 1

Action Items

Pending Payments List

Financial Officer Martin Waits presented the list and announced that the one million dollar check from the County was due in the next day.

Motion: **Commissioner Patton made a motion to approve the Pending Payments List of August 31, 2005 contingent upon the availability of funds. The motion was seconded by Commissioner Bullock.**

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Form to be used to exclude particle from assessment.

Commissioner Tobin requested that the item be tabled. Board tabled the motion by consensus.

Discussion Items

\$100,000 Loan

Commissioner Tobin recommended that staff prepare a resolution asking the County to roll the loan forward.

District Counsel Thomas Dillon recommended that a resolution be drafted that shows where the \$100,000 was spent in planning and development purposes and ask that the loan be forgiven.

General Manager Charles Fishburn was directed to contact the County and find out what needs to be done to have the \$100,000 loan forgiven.

Status Reports

Treatment Plant Operator Search

General Manager Charles Fishburn stated that his deadline to fill this position in October 1, 2005. Commissioner Tobin would like to see a work program training High School students as plant operators. He also would like to see a trailer placed on the plant site for an operator to live on site.

Proposed "Employee Performance Evaluation"

Commissioner Bauman made a motion to table this item. Commissioner Tobin seconded the motion.

DCA Inspection

Mr. Fishburn reported that Miles Anderson from the DCA had visited the District's sites and the inspection went well.

MSTU Status

Mr. Fishburn reported that the KLWTD MSTU has been reduced by the County from .35 mils to .3185 mils. He explained that the County had not consulted with the District before the role back.

Chamber Meeting

A meeting was held with the Board of Directors of the Key Largo Chamber of Commerce. General Manager Charles Fishburn stated that he would like to write a letter to the businesses and let them know what the estimated System Development Charges are for their businesses.

Adjournment

The KLWTD Board adjourned the meeting at 9:05 PM.

The KLWTD meeting minutes of Aug. 31, 2005 were approved on Sept. 21, 2005

Chairman Charles Brooks

Carol Walker, CMC
Board Clerk

SECTION 4.05. EXCLUDED PARCELS. The owner of Tax Parcel listed on an Assessment Roll may request that the Tax Parcel be excluded from the Assessment Roll. Such a request shall be made in writing and filed with the District Clerk. The District will consider as grounds for exclusion of a Tax Parcel, any facts that show the Tax Parcel to be an Excluded Parcel, as defined in this Resolution.

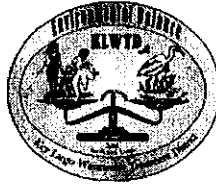
A. Typical examples of Excluded Parcels are listed by way of example and not by way of limitation:

1. The Tax Parcel is not improved and cannot be improved consistent with existing zoning regulations or other legal constraints;
2. The Tax Parcel is not improved and cannot be improved due to physical conditions of the property that preclude improvement;
3. The Tax Parcel is a property that has been aggregated with one or more other properties, and the aggregated parcels will receive Wastewater Service as a single aggregated property.

B. Effect of exclusion of a parcel. If the District agrees that a Tax Parcel should be excluded from the Assessment Roll as an Excluded Parcel, the Tax Parcel shall be excluded from the Assessment Roll if all of the owners duly execute a recordable instrument acknowledging that the owners are waiving any obligation of the District to provide Wastewater Service to the Tax Parcel. If the District ^{in its sole discretion} later provides Wastewater Service to the Tax Parcel for a then-current owner, the then-current owner shall be required to pay to the District ^{all direct & indirect costs & expenses including but not limited to} an amount ~~fairly~~ ^{representing the special benefit that the Tax Parcel will receive, as determined by the District. That amount is expected to be significantly greater than the 2005 non-ad valorem assessment. The District may charge an administrative fee in connection with excluding parcels from assessment.}

SECTION 4.06. SUBDIVIDED TAX PARCELS. If any Tax Parcel shown on the Assessment Roll is subdivided after the date of the Final Assessment Resolution, the owner of the resulting subdivided Tax Parcels may make an election designating the resulting Tax Parcel that is covered by the Final Assessment Resolution. At the time of such election, the owners shall execute a recordable instrument acknowledging that they are waiving any obligation of the District to provide Wastewater Service to the resulting Tax Parcels not covered by the Final Assessment Resolution. If the District later provides Wastewater Service to a Tax Parcel not

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



SEPTEMBER 7, 2005
98880 OVERSEAS HYW, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a regular meeting on September 7, 2005 at 5:00 PM. Present were Chairman Charles Brooks, Commissioners Glenn Patton, Gary Bauman, Claude Bullock, and Andrew Tobin. Also present were General Manager Charles Fishburn, District Counsel Thomas Dillon, Board Clerk Carol Walker, and all other apporperate District Staff.

The Pledge of Allegiance was led by Chairman Brooks.

Approval of the Agenda

The agenda was approved with the following changes. The Pending Payments List was moved before the Budget Item. An item to Certify the Assesesment Roll was added to the Action Items. The Engineers Status Report was tabled. The item of Membership in the Key Largo Chamber of Commerce was moved to a discussion item.

Public Comment

The following persons addressed the Commission: No one at this meeting.

Commissioner's Roundtable

Commissioner Patton reported that he attended the State Cabinet meeting and the Inter-Local Agreement between Monroe County and the Florida Key Aqueduct Authority was approved. The Cabinet approved Rule 28-20. Monroe County has moved forward with bonding the infrastructure tax to the maximum for wastewater in the County. Commissioner Patton suggested that the Chairman contract the County Commissioners to verify where the extra infrastructure wastewater monies will be going. Chairman Brooks suggested that the District does not get involved in the issue yet since the District has not seen the document yet.

Commissioner's Items

There was nothing presented at the meeting for this item.

Bulk Items

There was nothing presented at the meeting for this item.

Action Items

Pending Payments List

Financial Officer Martin Waits presented the pending payments list.

Motion: Commissioner Patton made a motion to approve the Pending Payments List of September 7, 2005 contingent upon the availability of funds. The motion was seconded by Commissioner Tobin.

Chairman Brooks stated that he has a problem with two Engineers. He does not understand what the Staff Engineer is doing in comparison to what Weiler Engineering is doing. The District is budgeted for \$120,000 on Engineering for the next year. He passed out a chart of the salaries, see exhibit "A."

General Manager Charles Fishburn explained that Weiler Engineering as the Engineer of Record for the Key Largo Park Project is paid a fixed monthly fee. Weiler Engineering agreed to take on the responsibility of Engineer of Record for the Key Largo Park Project for no additional fee (except CAD operation time to modify the drawings). Margaret Blank, Staff Engineer, has been doing the engineering for the location of the pits for the Key Largo Park Project. She will be working more with CPH and MWH in the next year instead of Weiler. This means that the bidding price for these firms will be lower in cost because of the work that the District's staff does. Mr. Fishburn explained that Ms. Blank was started in the field to give her the field experience that she lacked at the time. Chairman Brooks stated that he hopes that he has expressed his concern with the fact that only 4% of the contract price should go to engineering.

Chairman Brooks expressed concern over the cost of the District Counsel for the month. District Counsel Thomas Dillon explained that the majority of the increase was due to the work that was required on the assessments and the cost of having GSG do that work would have been over \$40,000. Also he had been preparing for the mediation meeting the next week.

Chairman Brooks would like documentation from staff on what Weiler Engineering and the Staff Engineer are doing and how the cost could be cut.

Commissioner Patton has some concern for the total cost of salaries for the year. He feels that there is a need for a Staff Engineer and the Inspector is money well spent because he is keeping the contractors on the ball.

Commissioner Bullock thinks that the combination of employees that are currently working for the District is an ideal situation. He would like to see a better break down of expenditures coming from the Engineer unless there is a contract to pay Weiler \$140,000 and it has been divided up to pay it off in this time frame then he has no problem with that. It was stated that is what the contract calls for. Commissioner Brooks would like to know what the Engineer was required to furnish.

Commissioner Tobin stated that the District has a really good staff. He complimented Chairman Brooks for taking the initiative to question the numbers and ask for clarification. He is pleased with the way things are going.

Commissioner Bauman stated that he knows how the monies were moved around and how much money is being saved and it is not an issue with him. The issue he has is that job descriptions and performance reviews are needed. Commissioner Bauman stated that he would not second-guess Mr. Fishburn's decision on how to allocate the staff. He feels that Mr. Fishburn has been conducting District business as cheaply and effectively as possible.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Budget Resolution No. 12-09-05

Financial Officer Martin Waits reviewed the Budget.

Chairman Brooks questioned the fact that if the Budget is approved does that give the Manager the right to spend the monies without Board approval. The Chairman made a motion to table the Resolution. There was no second.

District Counsel Thomas Dillon stated that Resolution 01-01-05 deals with limitations on staff concerning expenditures.

Financial Officer Martin Waits explained that someone has to be authorized to spend something because that is the purpose of the resolution up for approval.

Motion: Commissioner Patton made a motion to approve Resolution No. 12-09-05 with the caveat that the Board can come back with a resolution to limit the Manager's authority to hire and spend money by modifying Resolution 01-01-05. Commissioner Bullock seconded the motion.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

State Revolving Fund Loan Agreement

Resolution No. 0909-05

Staff recommended approval of the resolution with one change in the loan agreement.

District Counsel Thomas Dillon stated that he would like to change the last sentence on page 14 to read "actual loan amount" instead of "actual Project costs."

Motion: Commissioner Patton made a motion to table Resolution No. 09-09-05 until the change on page 14 is negotiated. Commissioner Bullock seconded the motion.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Chairman Brooks requested that this item be place on the Bulk Items on the September 21, 2005 meeting agenda.

Form to be used in the modification of the System Development Charges

District Counsel Thomas Dillon introduced a modified waiver form (see attachment "B"). He explained that the Board had to determine the fee to be charged. Mr. Dillon recommended \$250.00

Commissioner Tobin recommended that the fee be set separately (Fee Schedule) from the waiver form.

Motion: Commissioner Tobin made a motion to approve the System Development Charge modification form with the fee to be set at a latter date. Commissioner Patton seconded the motion.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Commissioner Bauman requested that staff bring back a report to the next meeting with a cost analysis of the true cost of administrating the waiver forms.

Bond Counsel Selection

District Counsel Thomas Dillon requested that the Board select a Bond Counsel at this time because of agreements that the District is currently entering into. He would like a Bond Counsel to review them to see how they may affect the District's ability to bond the debt if the Board wishes to do so at some point in the future.

The Board gave District Counsel Thomas Dillon their general approval to move forward with the RFQ to obtain a Bond Counsel. Mr. Dillon is to remove Nabors Giblin and Nickerson, and Lewis Longman and Walker from the list. He is to contact RBC Dain Rauscher to obtain another recommendation and then request a RFQ from that firm, Bryant Miller and Olive, Squire Sanders and Dempsey, and Moyle, Flanigan.

Assessment Role Certification

Motion: Commissioner Tobin made a motion to approve certification of the assessment tax roll to the Monroe County Tax Collector and to authorize the Chairman to sign the Certification of the Tax Roll. Commissioner Patton seconded the motion.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Discussion Items

List of Properties requesting a change in the System Development Charge Assessment

George Agelis, 100600 Overseas Hwy, owner of Tower Pizza, requested a review of the calculations of the EDU's on his property. Mr. Agelis stated that he had a very bad water leak a few years ago and it effected the calculations of the EDU's. He also does a lot of irrigation.

General Manager Charles Fishburn explained that Mr. Agelis has two appeals; one concerning the water leak, two concerning the irrigation factor.

Commissioner Tobin suggested that there be a latter discussion on the ways and time frame of how a customer can review their charges.

Employee Performance Evaluation

Commissioner Bauman reviewed the Employee Performance Evaluation that was passed out at the meeting (see attachment "C").

Motion: Commissioner Bullock made a motion to approve the Employee Performance Evaluation form. Commissioner Patton seconded the motion.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks	X		

Motion passed 5 to 0

Chairman Brooks pointed out that the same form will be used for the Manager and all other staff members.

Calusa Campground

General Manager Charles Fishburn told the Board that he and District Counsel Thomas Dillon attended the meeting at Calusa Campground and explained their choices concerning the mandatory wastewater treatment connection. The District was contacted after the meeting and told that Calusa Campground would like the District to do the collection system.

District Counsel Thomas Dillon stated that he planned on drafting a Memorandum of Agreement that would allow the District to go onto their land and conduct the appropriate surveys to determine an outline of what temporary and permanent easements would be needed to do the work. It is to be followed up with a permanent agreement prior to the work beginning.

Staff was directed to bring back the Calusa Campground issue on the next agenda.

Membership in the Key Largo Chamber of Commerce

Chairman Brooks stated that when he first heard about the membership Commissioner Bullock had mentioned that he was at a Chamber meeting and Commissioner Bauman had updated them on the assessment issues. Chairman Brooks stated that he thought that had been a good idea to let the people know what the District was doing. Chairman Brooks was latter sitting in General Manager Charles Fishburn's office when Mr. Fishburn informed him that the District had joined the Chamber. This hit Chairman Brooks that here he is the Chairman of the Board and he did not know that the District had joined the Chamber and should have known what was going on. Mr. Fishburn went on to say that the plan was to rotate Commissioners attendance at the Chamber meetings. Chairman Brooks reported that this did not go over very well with him. Chairman Brooks then stated that he has had several people approach him saying that they did not like the idea that the District is taking side against the homeowner's by joining the Chamber. He then attended a meeting with the Chamber's Board of Directors that went well. Mr. Brooks then had a phone call with Mr. Fishburn about the meeting with the

Chamber Board of Directors and during the conversation he made a comment that he had no idea of how the District joined the Chamber. That conversation had a two-way sword. If Mr. Fishburn is the Manager and the District joined the Chamber and he did not know it, then the District has a problem. Chairman Brooks was bothered by that and then he thought that maybe Commissioner Bauman who is a Chamber member had suggested it and the District joined without it being brought before the Board. All of the memberships that the District has been involved with have been brought before the Board for action. Chairman Brooks stated that since a check had to be written he called Carol and apparently it was Mr. Fishburn who authorized membership in the Chamber. Mr. Brooks stated that this really disturbed him; the fact that the Manager told an elected official something that was very incorrect. That has destroyed Chairman Brooks's confidence in the Manager. He does not know if he will ever get it back. The same thing had happened to him with GSG. Mr. Brooks then explained that he does not like being put in the position of joining an organization and then having to withdraw from it. It causes complications.

General Manager Charles Fishburn said that he did not realize the implications of joining the Chamber. He ranks joining the Chamber with joining the American Waterworks Association which he did not bring before the Board. He explained that Carol had mentioned it to him and he did not realize the political implications of it. In retrospect he will not join any organization without first bringing it to the Board. Mr. Fishburn stated that in retrospect it was the best thing that the Board could have done because it really woke up the Chamber which would not have happened without joining.

Chairman Brooks asked Mr. Fishburn if he had the conversation with him that he told the Board about. Mr. Fishburn stated that he did have the conversation with Chairman Brooks. He said that he will not join any organization without bringing to the Board first.

Commissioner Tobin can understand the political ramification of the commercial community versus the residential community. He thinks that the District should join all of the organizations, the Rotary, the Federation, Chamber, etc. That is what is done when you run a small utility; you reach out to the community and get feed back. Commissioner Tobin stated that he did not feel that it was offensive for the Manager to join the Chamber without bringing it to the Board because he does not feel that the dichotomy is that strong between the commercial and the residential. He would have preferred that the Manager had come to the Board with the idea of joining the Chamber; the Manager is very transparent which is wonderful. Commissioner Tobin thinks that the District should remain neutral and participate in all of the community events.

Commissioner Bullock stated that he does not see anything wrong in joining the Chamber. It is good to be involved with the community, all the organization should be joined but the Chairman or the Manager should be the ones to go to the meetings.

Commissioner Bauman agreed with both Commissioner Tobin and Commissioner Bullock and the District should be a member in all the organizations.

Commissioner Patton believes that the District should be proactive in the community. The District should join organizations as non-voting members. Being a member in the organizations put the District in the communications loop and that is important. Mr. Fishburn should have brought the membership to the Board before joining.

Motion: Commissioner Tobin made a motion to direct the General Manager to get Board approval before he joins an organization, join the Key Largo Federation of Homeowners, the status of the membership at the Key Largo Chamber of Commerce is to be changed to non voting status.

Vote on motion

MEMBER	YES	NO	OTHER
Commissioner Tobin	X		
Commissioner Patton	X		
Commissioner Bullock	X		
Vice Chairman Bauman	X		
Chairman Brooks		X	

Motion passed 4 to 1

Status Reports

Engineer's Project Status Report

This item was tabled.

Adjournment

The KLWTD Board adjourned the meeting at 8:45 PM.

The KLWTD meeting minutes of Sept. 7, 2005 were approved on Sept. 21, 2005

Chairman Charles Brooks

Carol Walker, CMC
Board Clerk

Staff Salaries	Admin	\$18,676.15				
	Park	\$4,409.33				
	Village	\$7,153.86			\$13,418.28	12 \$161,019.36
	NKLD	\$1,855.09				
	Total Salaries	\$32,094.43	12		\$385,133.16	
Tom Dillon Legal Services	Admin	\$7,979.50				
	Park	\$30.00				
	Village	\$1,024.00				
	NKLD	\$743.50				
	Total Legal Fees	\$9,777.00	12		\$117,324.00	
Weiler Eng	Park	\$3,090.73				
	Village	\$5,656.78				
		\$8,747.51	12		\$104,970.12	
nothing for Weiler for NKLD are we incurring expense for this						
What we are spending this month on non-related Construction expenses		\$50,618.94				
At This Rate We Will Spend More 1/2 Million Dollars ON Non-related Construction Expenses NO PIPES IN THE GROUND MONEY						
\$607,427.28						

Scratch Notes on the August Pending Payments List			
Discussion only on what we are spending			
By Charlie Brooks KLWTD Chairman Sept 7, 2005			

	Annual	month Salary	A&O %	A&O Salary
GM	\$92,000.00	\$7,666.67	0.75	\$5,750.00
FO	\$48,000.00	\$4,000.00	0.95	\$3,800.00
Clerk	\$53,000.00	\$4,416.67	1	\$4,416.67
Staff Engr	\$60,000.00	\$5,000.00	0	\$0.00
Inspector	\$63,000.00	\$5,250.00	1	\$5,250.00
	Month Total	\$26,333.33		\$19,216.67
	Annual Total	\$316,000.00		

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

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 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.

[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:

MANAGERIAL, TECHNICAL AND PROFESSIONAL PERFORMANCE APPRAISAL☐ **Annual**☐ **Promotion/Transfer**☐ **Other**

Associate's Name	Location	Appraisal Date
Associate's Title	Hire Date	Appraiser's Name
Time in Position	Department	Appraiser's Title

Performance Rating Categories**Ratings****Definitions****Outstanding**

- Accomplishments and results far exceed requirements of the position.
 - Contributions are clearly exceptional.
 - Objectives are surpassed and usually completed before target date.
 - Displays superior creativity and initiative.
 - Requires little or no supervisory guidance or follow up.
- Note:** This level of performance is usually achieved by no more than 10% of the associate group.

Above Average

- Accomplishments and results are usually beyond requirements of the position.
- Contributions are better than average.
- Objectives are consistently met and at times surpassed.
- Performance is competent and above the average level attained by others.
- Requires limited supervision.

Satisfactory

- Accomplishments and results are characteristic of an experienced and competent associate.
- Quality and quantity of contributions are satisfactory.
- Objectives are normally accomplished completely and on time.
- Requires normal amount of supervision for the position.

Requires Improvement

- Accomplishments and results are inadequate for positions.
- Contributions are inconsistent.
- Requires more than normal guidance and direction from supervisor.
- Some improvement is required to meet position requirements.

Unsatisfactory

- Accomplishments and results are inadequate for position.
- Contributions are poor.
- Overall performance reflects obvious deficiencies.
- Appropriate corrective action is necessary immediately in the form of improved associate performance.
- Requires significant supervision and follow up for position.

Section I: Performance Profile

Out-standing	Above Average	Satis-factory	Requires Improve-ment	Unsatis-factory	Check the box that most accurately reflects the associate's performance in current position. Comments are required for ratings of "Outstanding" and "Unsatisfactory."
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Job Knowledge:</u> Associate's knowledge of job requirements, equipment, company facilities. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Timeliness/Productivity:</u> Associate's ability to successfully complete projects within expected time limits. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Technical Competence and Accuracy:</u> Associate's ability to meet expected quality standards with limited checking or correction. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Communication:</u> Associate's ability to achieve results in discussions, oral presentations and written reports. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Planning/Organizational Ability:</u> Associate's ability to organize assignments and consistently apply self to productive work. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Interpersonal Relationships:</u> Associate's ability to interact effectively with others and his or her use of tact and judgment in dealing with associates. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Initiative:</u> Associate's resourcefulness in initiating and taking action on projects and assignments. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Originality and Creativity:</u> Extent of associate's contribution of original and practical ideas for improving methods or reducing costs. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Analytical Ability and Judgment:</u> Associate's ability to recognize and diagnose problems and opportunities, exercise judgment to arrive at logical conclusions and follow through with timely action. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Leadership:</u> The extent to which associate has demonstrated ability to achieve results from others when assigned leadership responsibility. <u>Comments:</u>
<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<u>Overall Performance</u> <u>Comments:</u>

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:_____

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 21, 2005

Agenda Item No. 4

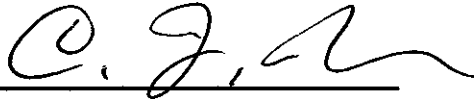
- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> STATUS REPORT | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT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

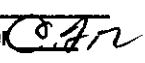

SUBJECT: Pending Payments List for September 21, 2005

RECOMMENDED MOTION/ACTION: Motion to approve pending payments list for September 21, 2005 contingent upon available funds.

Approved by General Manager

Date: 9-15-05



Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments: Pending Payments List
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 09/21/05

Prepared 09/15/05

CONSOLIDATED CASH BALANCE FORWARD **\$ 831,352.03**

Administration & Operations

Cash Balance A&O Account Forward \$ 97,132.43

Plus: No Receipts

Less: FWR Journal - Operator Ad	216.00
Federal Express - Deliveries	28.16
FCAA - Office Water (incl. credit)	9.27
Keyscity Computers - New Office Set-up	225.00
Charles Fishburn - Reimburse Laptop Computer	841.00
Keys Sanitary Service - Trash Service	32.62
BellSouth - Old Office Line Rollover	6.52
Sprint - Cell Phones	154.50
Paychex - Payroll Fees (August)	107.87
Citizens Conferencing - Mitigation Meeting	59.80
Sub-total Invoices	<u>1,680.74</u>

\$ (1,680.74)

Cash Balance A&O Account If All Paid \$ 95,451.69

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

MBTU Draw #12 Submitted 9/07/05 \$65,288

Key Largo Park

Cash Balance KLP Account Forward \$ (32,878.93)

Plus: No Receipts

Less: No Invoices

0.00

Cash Balance KLP Account If All Paid \$ (32,878.93)

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

Key Largo Trailer Village

Cash Balance KLTV Account Forward \$ (221,649.50)

Plus: No Receipts

Less: Airvac - Vacuum Collection Station	205,169.40
Airvac - Upper Portion Pit Backorder	<u>7,261.60</u>
Sub-total Invoices	212,431.00

(212,431.00)

Cash Balance KLTV Account If All Paid \$ (434,080.50)

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 KLNC Account Forward 988,748.03

Plus: No Receipts

Less: Citizens Conferencing - CPH Contract	<u>36.66</u>
--	--------------

(36.66)

Cash Balance KLNC Account If All Paid 988,711.37

CONSOLIDATED CASH BALANCE IF ALL PAID

\$ 617,203.63

NOTE: A TOTAL OF \$ 1,725,621 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Charles Brooks, Chairman

Andrew Tobin, Secretary

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 21, 2005

Agenda Item No. 5

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:


SUBJECT: Fee to be charged for processing Waiver Request.

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 9-15-05



Originating Department: KLWTD Board	Costs: Approximately \$ Funding Source: Acct.	Attachments: Cost Analysis
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 was directed at the Sept. 7 meeting to place this item on the Sept. 7 agenda with a cost analysis. This is the minimum fee recommended by staff to process Wavier of Service for vacant lots.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised6

Key Largo Wastewater Treatment District

**Waiver of Wastewater Service
Processing Cost Analysis**

(1) Board Clerk	Customer Information - Applicant Advice - Log In	.25 hrs @ \$25/hr	\$ 6.25
(2) Board Clerk	Processing - Review of Completion - Log In	.25 hrs @ \$25/hr	6.25
(3) District Counsel	Legal Review - Title Research - Signatory Authority - Recording	1 – 2 hour	150.00
(4) Overhead Allocation	Facilities & Support - Other personnel - Office Equipment - Building and Grounds	5% of personnel costs	8.13
(5) Recording Fee	Property Records	Fixed Fee	<u>90.00</u>
TOTAL ESTIMATED PROCESSING COST			\$ 260.63

Assumes typical application involves 3 properties. One parcel serviced and two parcels excluded.

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: September 7, 2005

Agenda Item No. 6

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

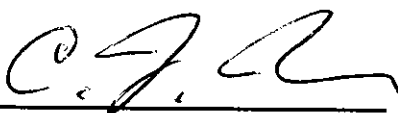
☐ Other:

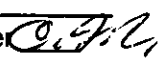
SUBJECT: Method & time frame for customers to review their assessments.

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 9-13-05



Originating Department: KLWTD Board	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: Staff was directed at the Sept. 7 meeting to place this item on the next agenda for discussion by Commissioner Tobin.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised6

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request FormMeeting Date: Sept. ~~7~~²¹, 2005Agenda Item No. 7☐ 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 <i>MAPS</i>
Department Review: <input type="checkbox"/> District Counsel _____ <input checked="" type="checkbox"/> General Manager _____ <input type="checkbox"/> Finance _____	<input checked="" type="checkbox"/> Engineering <i>EC</i> <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



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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 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

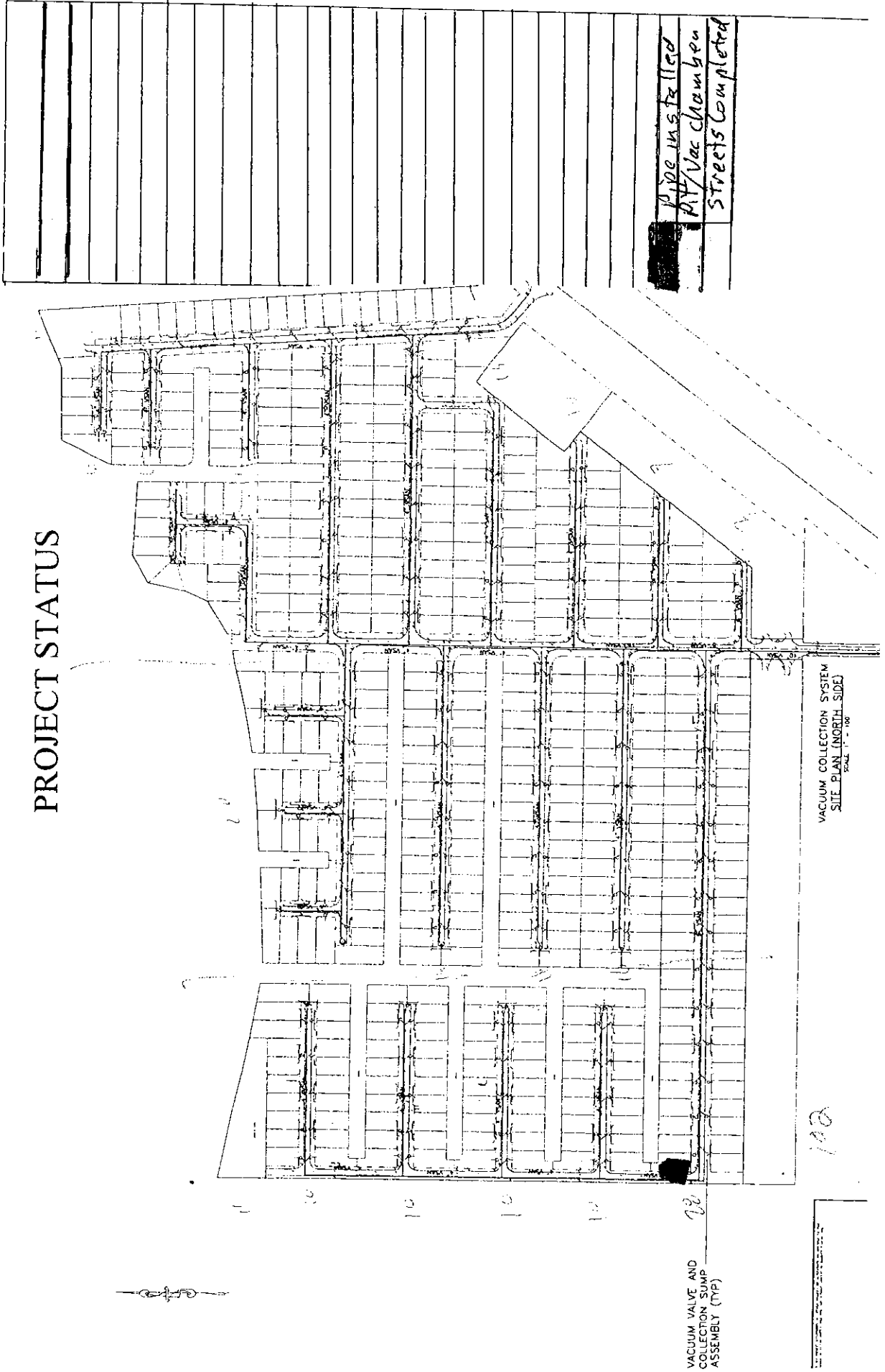
Ed Castle attended the scheduled Board meetings on August 3rd and 17th. He also met with KLWTD staff on those dates prior to the Board meetings. He also attended the construction progress meetings either in person or by telephone for Key Largo Park on August 3rd, 10th and 17th. He also attended the weekly 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.

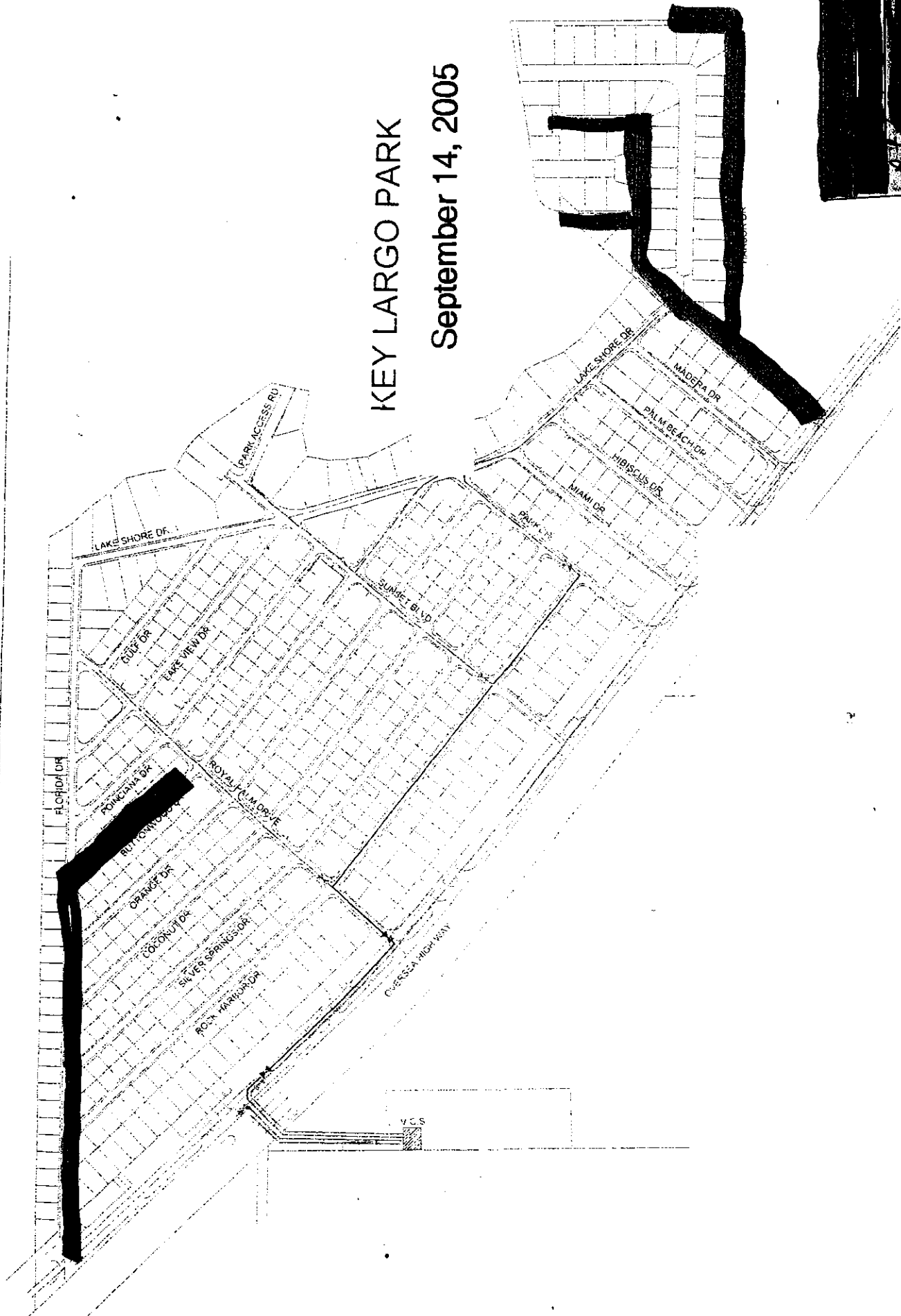
September 14, 2005

KEY LARGO TRAILER VILLAGE

PROJECT STATUS



KEY LARGO PARK
September 14, 2005



~~1. [REDACTED]~~
~~2. [REDACTED]~~
~~3. [REDACTED]~~
Street Completed