

NOTICE AND AGENDA

CEDAR KEY WATER & SEWER DISTRICT
510 3RD STREET, CEDAR KEY, FL32625

REGULAR MEETING
October 17, 2022
5:00 p.m.

1. Call to order
2. Pledge and Prayer
3. Public Comment
4. Adoption of Agenda
5. Approval of Board Meeting Minutes from August 23, 2022, September 19, 2022 Budget Hearing, and September 19, 2022 Regular Meeting.
6. Financial Reports: Balance Sheet; Budget Report; Checkbook Activity; Past Due Accounts Report; Employee Leave
7. Bill Adjustment Requests
8. Lift Station DEP Agreement: LPA0260 for Review and Signature
9. Discussion of Waccasassa Water & Sewer Workshop and Conceptual Support for WC3
10. General Manager Report
11. Attorney Report
 - Board Consideration of Proposals Received in Response to RFQ 22-1, Continuing Engineering Services.
 - Board Consideration of Bids Received in Response to ITB 22-1, Sludge Hauling and Related Services and Issuance of Notice of Intended Award.
12. Commissioner Comments
13. Public Input
14. Adjourn

All persons are advised that if they decide to appeal any decision made at the above-referenced public hearing, they will need a record of the proceedings, and that, for such purpose, they may need to insure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal will be based.

**CEDAR KEY WATER & SEWER DISTRICT
P.O. BOX 309/510 THIRD STREET
CEDAR KEY, FL 32625**

**Minutes of Special Meeting
Board of Commissioners
August 23, 2022**

Board Members Present: Dottie Haldeman, Leslie Sturmer, Stephen Rosenthal, Joe Hand, Tabitha Lauer.

Other Presents: Evan Rosenthal (on phone), Alicia Johns, James McCain, Heath Davis, and Sue Colson.

1. Meeting called to order at 5:00 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Public Input.
4. Waccasassa Regional Water System Task Reports 1-4. There was a lot of discussion between the Board, James McCain, Heath Davis, and Sue Colson about all the different options for the WRWS Project. Joe Hand prepared a power point presentation going over the different WRWS Project Task Reports. The Board went over each of the Task Reports and the different options and discussed funding and how it would be obtained. The Board discussed possible changes to the District's Charter and how to go about getting the Charter changed. Stephen Rosenthal gave his opinion to the rest of the Board on the Pipeline. Stephen feels strongly against the Pipeline due to the outrageous costs that come along with getting the Pipeline up and going, and what it would cost the residents of Water & Sewer District. Stephen is worried that even though it has been said that there is funding that can be applied for to help with the cost of the Pipeline, that the District will not qualify for such funding since most of the funding right now is 75% Loan and 25% Grant and the District itself cannot afford that amount of debt. Dottie stated that as of right now she is ok with the idea of a Pipeline, but if in the end the numbers were not right, she would be the first to say she was wrong in pursuing the Pipeline and would vote against it. Stephen still believes that building a New Water Plant would be better and cost less than building a Pipeline. The Board in the end decided that many more meetings will need to be had to discuss the issues of the Pipeline vs. New Water Plant before any final decisions will be made. A few of the Board Members ask if it would be possible to have a few of the men who did the Feasibility Study could come to a meeting to discuss some of the options in the Study and answer some of the many questions the Board has. James said he would work on getting dates for future meetings and the possibility of having someone from Wetland Solutions come to talk with the Board.
5. Adjournment: There being no more business to conduct, the meeting was adjourned at 6.45 p.m.

Dottie Haldeman, Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board

**CEDAR KEY WATER & SEWER DISTRICT
P.O. BOX 309/510 THIRD STREET
CEDAR KEY, FL 32625**

**Minutes of Final Budget Meeting
Board of Commissioners
September 19, 2022**

Board Members Present: Dottie Haldeman, Stephen Rosenthal, Joe Hand, Leslie Sturmer, and Tabitha Lauer.

Other Presents: Kristen Mood, Alicia Johns, James McCain, Jan Childers, Clay Childers, Jim Wortham, Charles Scruggs, and Sue Colson.

1. Meeting called to order at 5:01 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Public Input. No Public Input.
4. Adoption of the Agenda. **Motion** by Tabitha Lauer to adopt Agenda. **Second** by Joe Hand. Passed by a vote 5-0.
5. A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT; AMENDING RATES FOR THE WATER AND SEWER CHARGES; PROVIDING INSTRUCTIONS TO THE CODIFIER; AND ESTABLISHING AN EFFECTIVE DATE. **Motion** by Leslie Sturmer to approve Resolution 2022-05 Amending the Rates for the Water and Sewer Charges effective October 1, 2022. **Second** by Tabitha Lauer. Passed by a vote of 4-1. Stephen Rosenthal opposed this Resolution stating that he did not think the base rates for the large users should be raised since the large users were already paying a higher rate than the small users.
6. A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT; ADOPT THE FINAL LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2022-2023; AND ESTABLISHING AN EFFECTIVE DATE. **Motion** by Stephen Rosenthal to Adopt Resolution 2022-06 the Levying of Ad Valorem Taxes for Fiscal Year 2022-2023. **Second** by Tabitha Lauer. Passed by a vote 5-0.
7. A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT; ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2022-2023; AND ESTABLISHING AN EFFECTIVE DATE. **Motion** by Tabitha Lauer to Adopt Resolution 2022-07 the Final Budget for Fiscal Year 2022-2023. **Second** by Leslie Sturmer. Passed by a vote 5-0.

8. Attorney Report. No Attorney Report.
9. Commissioner Comments. No Comments.
10. Public Input. No Public Input
11. Adjournment: There being no more business to conduct, the meeting was adjourned at 5:20 p.m.

Dottie Haldeman, Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board

**CEDAR KEY WATER & SEWER DISTRICT
P.O. BOX 309/510 THIRD STREET
CEDAR KEY, FL 32625**

**Minutes of Regular Meeting
Board of Commissioners
September 19, 2022**

Board Members Present: Dottie Haldeman, Leslie Sturmer, Stephen Rosenthal, Joe Hand, Tabitha Lauer.

Other Presents: Kristen Mood, Alicia Johns, James McCain, Sue Colson, Jan Childers, Clay Childers, Charles Scruggs, and Jim Wortham.

1. Meeting called to order at 5:22 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Public Comment. There was no public comments at the beginning of the meeting.
4. Adoption of the Agenda. **Motion** by Leslie Sturmer to adopt Agenda. **Second** by Joe Hand. Passed by a vote 5-0.
5. Approval of Minutes. **Motion** by Leslie Sturmer to approve the minutes from August 8, 2022 Regular Meeting and the September 7, 2022 Tentative Budget Meeting. **Second** by Joe Hand. Passed by a vote of 5-0. Stephen Rosenthal ask that the minutes from the August 23, 2022 minutes be redone and resubmitted at the next Board meeting. Alicia told the Board that she would redo the August 23, 2022 minutes to add more content instead of a general summary for the next meeting.
6. Financial Reports. Balance Sheet, Budget Report, Checkbook Activity, Past Due Accounts Report, Employee Leave reports were presented for review. **Motion** by Stephen Rosenthal to approve the Financial Reports subject to discussion. **Second** by Joe Hand. Passed by a vote 5-0. The Board discussed the reports and seemed very happy with all that was presented.
7. Bill Adjustment Request. The Board discussed the adjustment requests for Brenda Coulter and Levy County School Board. The Board approved the adjustment request for the Levy County School Board, but denied the adjustment request for Brenda Coulter since she had a previous adjustment last year. The Board did approve for Mrs. Coulter to make payments towards her bill if needed. The Boards policy is one adjustment every 36 months.
8. GM Report. James reported to the Board on the Waccasassa Water Supply meeting he attended and ask the Board about dates for a workshop. James reported that the MIEX had been cleaned and new resin had been added. He also reported that he would be running the THM samples soon. James told the Board about the work he had been doing on the Lift Station Grant LPA 0260 and Grant LP38091. Sludge Hauling and Engineer Bids had been received and opened; all bids were sent to Evan Rosenthal to look over before being presented at the October 17, 2022 Board Meeting.

9. Attorney Report. Kristen Mood reported on the Bids that had been received for the Sludge Hauling and Engineering firms. Kristen stated that Evan was going over the Bids for both and would be sending the Board his recommendations prior to the next Board Meeting to look over for discussion. Kristen also, ask when the Board would like to have the refresher in Sunshine Law, Public Records, and Ethics to which the Board decided to wait until possibly the November meeting.
10. Commissioner Comments. Dottie ask the Board to consider giving Alicia Johns an extra \$1.00 raise along with the 3% raise approved in the Budget for all the extra work that she does. The Board discussed it and ask that a review of the Job Descriptions be done to make sure she was not already doing things that were in her Job Description and discuss again at the October meeting. The Board appointed Dottie Haldeman with this task.
11. Public Input. No Public Input.
12. Adjournment: There being no more business to conduct, the meeting was adjourned at 6:32 p.m.

Dottie Haldeman, Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board

Cedar Key Water & Sewer District
Balance Sheet
 As of September 30, 2022
 Sep 30, 22

ASSETS

Current Assets

Checking/Savings

Unrestricted Cash Funds

100 - Operating Account	46,401.09
102 Petty Cash	175.00
113.3 Unrestricted Savings	35,024.54

Total Unrestricted Cash Funds 81,600.63

Restricted Cash Funds

103.1 Security Deposit	14,201.02
114.00 RD Payment	795.00
114.02 RD RESERVE ACCOUNT	44,168.00

Total Restricted Cash Funds 59,164.02

Total Checking/Savings 140,764.65

Other Current Assets

134 - Accounts Receivable	100,192.36
135 - Allowance for A/R	-9,700.00
136 - Prepaid Expense	61,467.97
160 - Inventory & Materials	56,809.57
162 - Prepaid Employee Insuran	5,176.10

Total Other Current Assets 213,946.00

Total Current Assets 354,710.65

Fixed Assets

301 - Land	125,195.95
302 - Other Improvements	2,504,213.86
304 - Plant and Equipment	7,908,590.37
306 - Other Equipment	103,095.34
307 - Sewer Machinery	130,629.33
308 - Computer S/W	11,313.24
309 - Vehicles	125,128.96
311 - Less Accum Depreciation	-6,083,417.26

Total Fixed Assets 4,824,749.79

Other Assets

170 - Utility Deposit	141.19
311 - Construction in Progress	
312 - CIP-SRF Project	140,250.00
313 - CIP - SRF District Match	26,000.00

Total 311 - Construction in Progress 166,250.00

Total Other Assets 166,391.19

TOTAL ASSETS 5,345,851.63

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Accounts Payable

330 - Accounts Payable	444.77
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Cedar Key Water & Sewer District Balance Sheet

As of September 30, 2022

Sep 30, 22

Total Accounts Payable	444.77
Other Current Liabilities	
485 · Note Payable -RD - Current	20,000.00
403- Emplo Ret Con Payabale	-19.80
408 - Sales Tax Payable	54.40
411 - Unearned Revenues	11,100.72
450 · Fed. Income Taxes Payable	1,052.73
482 - Accrued Int Pay	2,307.53
483 · Accrued Compensated Absences	16,625.00
484 -Customer Deposits Payable	14,201.02
Total Other Current Liabilities	65,321.60
Total Current Liabilities	65,766.37
Long Term Liabilities	
460 · N/P-Rural Development	1,036,000.00
500 - Accrd Compen Absences-LT	13,946.00
Total Long Term Liabilities	1,049,946.00
Total Liabilities	1,115,712.37
Equity	
598 · Restricted for Debt Service	38,217.00
3900 · Retained Earnings	179,661.89
599 · Investment in Capital Assets -	3,891,295.66
Net Income	120,964.71
Total Equity	4,230,139.26
TOTAL LIABILITIES & EQUITY	5,345,851.63

Cedar Key Water & Sewer District
2021-2022 Profit & Loss Budget vs. Actual
October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
300 - Income				
305 - Water Revenue	511,766.15	487,200.00	24,566.15	105.04%
310 - Sewer Revenues	426,831.32	407,400.00	19,431.32	104.77%
320 - City Solid Waste Billing	264.81			
325 - Penalties	3,831.04	2,500.00	1,331.04	153.24%
330 - Earned Interest	27.01	20.00	7.01	135.05%
335 - New Meter Charges	4,200.00	2,000.00	2,200.00	210.0%
350 - Misc Income	13,332.65	7,500.00	5,832.65	177.77%
360 - Carry Forward	0.00	40,000.00	-40,000.00	0.0%
365. Meter Installation Fee	900.00	1,000.00	-100.00	90.0%
366 - Recovery of Bad Debt	0.00	0.00	0.00	0.0%
382 - Grant - Legislative 2016	0.00	67,000.00	-67,000.00	0.0%
Total 300 - Income	961,152.98	1,014,620.00	-53,467.02	94.73%
Other Sources Of Income				
315 - Ad Valorem Tax				
315.100 - Ad Valorem	229,399.19	235,800.00	-6,400.81	97.29%
Total 315 - Ad Valorem Tax	229,399.19	235,800.00	-6,400.81	97.29%
331 - City Contribution	85,000.00			
340 - Rental Income	36,259.00			
370 - Service Charge New Connection	8,500.00			
333 - Other Miscellaneous	1,585.93			
Total Other Sources Of Income	360,744.12	235,800.00	124,944.12	152.99%
Total Income	1,321,897.10	1,250,420.00	71,477.10	105.72%
Gross Profit	1,321,897.10	1,250,420.00	71,477.10	105.72%
Expense				
500 - GENERAL AND ADMINISTRATIVE				
510 - Payroll				
510.01 - Salaries	344,354.61	359,000.00	-14,645.39	95.92%
510.02 - Social Security/Medicare	26,218.73	32,000.00	-5,781.27	81.93%
510.03 - Retirement	37,265.47	42,000.00	-4,734.53	88.73%
510.04 - Health, Dental & Life Ins	64,655.80	59,000.00	5,655.80	109.59%
510.05 - Workers Comp.	6,293.23	6,000.00	293.23	104.89%
510.06 - Compensated Absence Expense	999.00			
Total 510 - Payroll	479,786.84	498,000.00	-18,213.16	96.34%
520 - Office				
520.01 - Supplies	2,201.99	3,000.00	-798.01	73.4%
520.02 - Postage & Shipping	6,230.44	5,200.00	1,030.44	119.82%
520.03 - Copier, Computer, Billing, Etc.	3,696.63	5,000.00	-1,303.37	73.93%
520.04 - Printing and Copying	1,001.50	1,500.00	-498.50	66.77%
520.05 - Web Portal/E-Billing	0.00	0.00	0.00	0.0%
520.07 - Bank Service Charge	60.20			
520.10 - Rents	6,450.96			

Cedar Key Water & Sewer District
2021-2022 Profit & Loss Budget vs. Actual
October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Total 520 · Office	19,641.72	14,700.00	4,941.72	133.62%
530 · Utilities				
530.01 · Fuel For Equipment	12,383.80	7,500.00	4,883.80	165.12%
530.02 · Solid Waste Disposal	1,384.86	2,500.00	-1,115.14	55.39%
530.03 · Telephone	9,469.99	10,000.00	-530.01	94.7%
530 · Utilities - Other	0.00	0.00	0.00	0.0%
Total 530 · Utilities	23,238.65	20,000.00	3,238.65	116.19%
540 · Professional Fees				
540.01 · Audit & Accounting	20,350.00	20,000.00	350.00	101.75%
540.02 · Management/Legal	17,501.94	21,000.00	-3,498.06	83.34%
540.03 · Property Appraiser's Fee	6,086.18	7,200.00	-1,113.82	84.53%
540.05 · Tax Collector Fees	4,863.44	6,000.00	-1,136.56	81.06%
540.04.Water/Wastewater Operator	0.00	500.00	-500.00	0.0%
Total 540 · Professional Fees	48,801.56	54,700.00	-5,898.44	89.22%
550 - General Repair & Maint				
550.01 · Vehicle	4,371.78	28,000.00	-23,628.22	15.61%
550.02 · Equipment and Tools	4,490.88	7,500.00	-3,009.12	59.88%
550.03 · Building	527.33	2,500.00	-1,972.67	21.09%
550.04 · Supplies	1,674.42	1,000.00	674.42	167.44%
550.05 · New Tools	0.00	1,000.00	-1,000.00	0.0%
Total 550 - General Repair & Maint	11,064.41	40,000.00	-28,935.59	27.66%
560 · Other				
560.01 · Property/Liability Ins.	49,250.00	50,000.00	-750.00	98.5%
560.02 · Election Expenses	3,363.75	3,000.00	363.75	112.13%
560.03 · Continuing Education	71.92	1,500.00	-1,428.08	4.8%
560.04 · Annual Fees & Dues	10,421.05	5,000.00	5,421.05	208.42%
560.05 · Ads and Publications	422.52	750.00	-327.48	56.34%
560.06 · Miscellaneous	1,308.62	1,000.00	308.62	130.86%
560.07 · Contingency	35.98	3,460.00	-3,424.02	1.04%
Total 560 · Other	64,873.84	64,710.00	163.84	100.25%
Total 500 · GENERAL AND ADMINISTRATIVE	647,407.02	692,110.00	-44,702.98	93.54%
600 · DIRECT WATER EXPENSES				
610 · Chemicals and Filters				
610.01 · Chemicals	90,580.07	80,000.00	10,580.07	113.23%
610.02 · Miex Resin	62,528.07	18,000.00	44,528.07	347.38%
Total 610 · Chemicals and Filters	153,108.14	98,000.00	55,108.14	156.23%
620 - Laboratory				
620.01 · In House Lab	2,447.22	5,000.00	-2,552.78	48.94%
620.02 · Outside Lab	4,767.50	9,000.00	-4,232.50	52.97%
Total 620 - Laboratory	7,214.72	14,000.00	-6,785.28	51.53%
630 - Regulatory				
630.01 · Permits	0.00	1,000.00	-1,000.00	0.0%
Total 630 - Regulatory	0.00	1,000.00	-1,000.00	0.0%
640 · Repairs and Maintenance				

Cedar Key Water & Sewer District 2021-2022 Profit & Loss Budget vs. Actual October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
640.01 · Piping and Distribution	22,308.26	15,000.00	7,308.26	148.72%
640.02 · Equipment	7,820.96	20,000.00	-12,179.04	39.11%
640.03 · Building & Grounds	4,313.61	2,000.00	2,313.61	215.68%
640.04 · Water Tower Maintenance	16,673.00	16,000.00	673.00	104.21%
640.05 · Generators Annual Mainte	2,230.48	2,250.00	-19.52	99.13%
Total 640 · Repairs and Maintenance	53,346.31	55,250.00	-1,903.69	96.55%
650 · Utilities				
650.01 · Electric	23,294.57	21,000.00	2,294.57	110.93%
650.02 · Propane	817.32	700.00	117.32	116.76%
650.03 · Telephone	1,962.87	3,000.00	-1,037.13	65.43%
Total 650 · Utilities	26,074.76	24,700.00	1,374.76	105.57%
660 · Other				
660.01 · Professional Fees	70.00	5,000.00	-4,930.00	1.4%
660.20 · Contingency	0.00	3,500.00	-3,500.00	0.0%
Total 660 · Other	70.00	8,500.00	-8,430.00	0.82%
670 · Capital Expenditures				
670.02 Water Plant Construction	0.00	67,000.00	-67,000.00	0.0%
Total 670 · Capital Expenditures	0.00	67,000.00	-67,000.00	0.0%
680 · Loans				
680-05 · RD - Water System Interest	29,521.03	30,058.00	-536.97	98.21%
680.06 · RD-Water System Principal	0.00	18,000.00	-18,000.00	0.0%
Total 680 · Loans	29,521.03	48,058.00	-18,536.97	61.43%
Total 600 · DIRECT WATER EXPENSES	269,334.96	316,508.00	-47,173.04	85.1%
700 · DIRECT WASTEWATER EXPENSES				
710 · Chemicals and Filters				
710.01 · Chemicals	25,293.05	30,000.00	-4,706.95	84.31%
Total 710 · Chemicals and Filters	25,293.05	30,000.00	-4,706.95	84.31%
720 · Laboratory				
720.01 · In House Lab	518.59	3,000.00	-2,481.41	17.29%
720.02 · Outside Lab	14,184.60	15,000.00	-815.40	94.56%
Total 720 · Laboratory	14,703.19	18,000.00	-3,296.81	81.68%
730 · Regulatory				
730.01 · Permits	200.00	2,000.00	-1,800.00	10.0%
730.02 · Biosolids Hauling	87,599.00	60,000.00	27,599.00	146.0%
Total 730 · Regulatory	87,799.00	62,000.00	25,799.00	141.61%
740 · Repairs Maintenance Other				
740.01 · Piping & Distribution	97,713.85	7,500.00	90,213.85	1,302.85%
740.02 · Equipment	7,740.54	14,350.00	-6,609.46	53.94%
740.03 · Building and Grounds	21,116.51	85,000.00	-63,883.49	24.84%
740.04 · Generator-Annual Maintenance	0.00	1,500.00	-1,500.00	0.0%
Total 740 · Repairs Maintenance Other	126,570.90	108,350.00	18,220.90	116.82%
750 · Utilities				
750.01 · Electric	28,519.47	29,002.00	-482.53	98.34%
750.02 · Propane	1,304.80	1,000.00	304.80	130.48%

Cedar Key Water & Sewer District
2021-2022 Profit & Loss Budget vs. Actual
 October 2021 through September 2022

	Oct '21 - Sep 22	Budget	\$ Over Budget	% of Budget
Total 750 · Utilities	29,824.27	30,002.00	-177.73	99.41%
760 · Other				
760.01 · Professional Fees -WWTP Permit	0.00	5,000.00	-5,000.00	0.0%
760.02 · Contingency	0.00	3,500.00	-3,500.00	0.0%
Total 760 · Other	0.00	8,500.00	-8,500.00	0.0%
770 · Capital Expenditures				
770.01 · Bridge 1,2,3 Drills	0.00	0.00	0.00	0.0%
Total 770 · Capital Expenditures	0.00	0.00	0.00	0.0%
Total 700 · DIRECT WASTEWATER EXPENSES	284,190.41	256,852.00	27,338.41	110.64%
6560 · Payroll Expenses	0.00			
Total Expense	1,200,932.39	1,265,470.00	-64,537.61	94.9%
Net Ordinary Income	120,964.71	-15,050.00	136,014.71	-803.75%
Net Income	120,964.71	-15,050.00	136,014.71	-803.75%

Cedar Key Water & Sewer District Monthly Checkbook Activity

As of September 30, 2022

Date	Num	Name	Memo	Amount
Unrestricted Cash Funds				
100 - Operating Account				
09/01/2022	31094	McCain, James E.	Pay Check	-1,561.28
09/01/2022		Deposit	WiFiber	200.00
09/01/2022		Deposit	Deposit	936.36
09/01/2022		Deposit	Deposit	191.00
09/01/2022		Deposit	Deposit	64.17
09/01/2022		Deposit	Deposit	62.31
09/02/2022	31095	Doty, Gabriel T	Pay Check	-662.18
09/02/2022	31096	Richburg, Margaret A.	Pay Check	-637.90
09/02/2022	Bankdraft	EFTPS	59-1156008	-1,046.98
09/05/2022		Deposit	Deposit	59.62
09/06/2022		Deposit	Deposit	89.36
09/06/2022		Deposit	Deposit	77.60
09/07/2022	31098	Margaret Ann Richburg	09/07/22 Mileage to Ocala Lab	-84.68
09/07/2022		Deposit	Deposit	121.26
09/08/2022	31099	Doty, Gabriel T	Pay Check	-910.62
09/08/2022		Deposit	Deposit	68.17
09/09/2022	31102	Johns, Alicia M.	Pay Check	-509.83
09/09/2022	31104	McCain, James E.	Pay Check	-1,104.19
09/09/2022	31105	Quinn, William M.	Pay Check	-783.99
09/09/2022	31106	Richburg, Margaret A.	Pay Check	-637.90
09/09/2022	31100	Haldeman, Hattie B.	Pay Check	-369.40
09/09/2022	31101	Hand, Joseph G.	Pay Check	-369.40
09/09/2022	31103	Lauer, Tabitha	Pay Check	-369.40
09/09/2022	31107	Rosenthal, Stephen B.	Pay Check	-369.40
09/09/2022	31108	Sturmer, Leslie N.	Pay Check	-369.40
09/09/2022	Bankdraft	EFTPS	59-1156008	-1,551.14
09/09/2022		Deposit	Deposit	919.72
09/12/2022		Deposit	Deposit	13,734.78
09/13/2022	31109	US Postmaster	793 PC @ .57= 452.01	-452.01
09/13/2022		Deposit	Deposit	226.35
09/13/2022		Deposit	Verizon	1,141.88
09/13/2022		Deposit		0.00
09/14/2022	31110	Johns, Alicia M.	Pay Check	-491.04
09/14/2022	31111	IXOM Watercare, Inc.	Invoice No: 6517134 07/16/22 6547815 0712/205	-20,859.85
09/14/2022		Deposit	Deposit	44.26
09/15/2022	31112	Quinn, William M.	Pay Check	-927.49
09/15/2022	31113	Baskerville-Donovan, Inc.	0096638 Project No: 123502.01	-3,564.83
09/15/2022	31114	Verizon # 2	Invoice NoAcct.9909587598 8/22	-109.56
09/15/2022	31115	Verizon Wireless # 1	Invoice No: Acct. 9909536746 8/22	-99.56
09/15/2022	31116	AT&T # 1		-594.10
09/15/2022	31117	AT & T # 2	352-543-6405 937 1988	-84.67
09/15/2022	31118	A-Able Septic-Sewer Service, Inc.	Invoice No: 55639 09/12/2022	-3,790.00
09/15/2022	31119	Central FL Electric	Electric Bills 08/2022	-5,134.48

Cedar Key Water & Sewer District Monthly Checkbook Activity

As of September 30, 2022

Date	Num	Name	Memo	Amount
09/15/2022	31120	Gator Works Computing	Invoice NO: 22-25130 8/30/2022	-181.00
09/15/2022	31121	Hawkins, Inc.d/b/a Dumont	Invoice NO: 6279181,6279182,6279183,6287518	-7,393.03
09/15/2022	31122	Konica Minolta Business Solutions	Invoice No:282299531 08/31/2022	-98.16
09/15/2022	31123	Marina Hardware At Cedar Key, Inc	220 08/2022	-270.25
09/15/2022	31124	Nabors Giblin & Nickerson	Invoice No: 1108 22064 47362 HJE 7/22 08/2022	-2,001.94
09/15/2022	31125	NAPA Gulf Coast Parts, LLC	Acct #1999 08/2022	-390.80
09/15/2022	31126	FASON ELECTRIC, INC.	Invoice # 09/15/2022	-240.00
09/15/2022		Deposit	Deposit	177.32
09/16/2022		Doty, Gabriel T	Pay Check	-579.98
09/16/2022	31128	McCain, James E.	Pay Check	-1,296.82
09/16/2022	31129	Richburg, Margaret A.	Pay Check	-637.89
09/16/2022	Bankdraft	EFTPS	59-1156008	-1,262.84
09/19/2022		Deposit	Deposit	14,331.99
09/19/2022		Deposit	Deposit	60.50
09/19/2022		Deposit	Deposit	1,623.26
09/20/2022	31130	Margaret Ann Richburg	09/20/22 Mileage to Ocala Lab	-84.68
09/22/2022	31131	McCain, James E.	Pay Check	-1,589.23
09/23/2022	31132	Johns, Alicia M.	Pay Check	-519.21
09/23/2022	31133	Richburg, Margaret A.	Pay Check	-637.89
09/23/2022	31134	Doty, Gabriel T	Pay Check	-662.17
09/23/2022	31135	Quinn, William M.	Pay Check	-688.98
09/26/2022	Bankdraft	EFTPS	59-1156008	-1,311.02
09/26/2022	Bankdraft	Wex Bank Marathon Fleet	Invoice No: 7560-00-129850-4 83463459 8/31/22	-1,030.23
09/26/2022	Bankdraft	Blue Cross Blue Shield of FL	Group:90866 75787420 09/01/22 10/01/22	-10,352.20
09/26/2022		Deposit	Deposit	13,035.21
09/26/2022		Deposit	Deposit	106.00
09/26/2022		Deposit	Deposit	222.97
09/26/2022		Deposit	Deposit	101.98
09/26/2022	Bankdraft	Transferred	Transfer \$ 12,000.00 from Unrestricted Cash Funds	45,000.00
09/26/2022	31136	Egis Insurance Advisors	Invoice No: Policy # 100121692 10/01/2022-9/30/22	-53,800.00
09/26/2022	31137	Egis Insurance Advisors	Invoice No: Policy # WC 100121692 10/01/2022-9/30/22	-4,771.81
09/26/2022		Deposit	Deposit	154.62
09/27/2022	31138	Doty, Gabriel T	Pay Check	-806.02
09/27/2022	31139	Johns, Alicia M.	Pay Check	-491.06
09/27/2022	31140	McCain, James E.	Pay Check	-1,104.18
09/27/2022	31141	Quinn, William M.	Pay Check	-783.99
09/27/2022	31142	Richburg, Margaret A.	Pay Check	-637.90
09/27/2022		Deposit	Deposit	26,941.84
09/27/2022	31143	AVANTI COMPANY, INC., (THE)	Water Meters for the Water Plant	-4,279.65
09/27/2022	31144	Aqua Pure Water & Sewerage Serv	Invoice No:85767 08/2022	-2,759.00
09/27/2022	31145	Cedar Key Auto Care	Invoice No: 55899 8/16/2022	-591.60
09/27/2022	31146	Citrus Co. Chronicle	Proof of Publications 5002809 09/2022	-367.84
09/27/2022	31147	Hach Company	Invoice NO: 13232037 09/2022	-561.71
09/27/2022	31148	Hawkins, Inc.d/b/a Dumont	Invoice NO: 6292325 9/2022	-2,390.00
09/27/2022	31149	JET-VAC	Poo17250 9/2022	-1,596.17

Cedar Key Water & Sewer District Monthly Checkbook Activity

As of September 30, 2022

Date	Num	Name	Memo	Amount
09/27/2022	31150	Tri-County Saw Shop	Invoice No: 82792 9/2022	-135.00
09/27/2022	31151	VISA	August 2022	-1,253.45
09/27/2022	31152	US Postmaster	791PC @ .44= 348.04	-348.04
09/27/2022	Bankdraft	EFTPS	59-1156008	-1,197.90
09/27/2022		Deposit	Deposit	1,909.46
09/27/2022		Deposit	Deposit	139.75
09/29/2022		Deposit	Deposit	113.99
09/29/2022		Deposit	Deposit	207.22
09/29/2022		Deposit	Deposit	93.23
09/30/2022	Bankdraft	FMP,TF Pension Service	Retirement September 30. 2022	-3,863.60
09/30/2022		Deposit	Deposit	78.55
09/30/2022	Bankdraft	ACH Return		-126.44
09/30/2022	Bankdraft	ACH Return		-78.55
09/30/2022	Bankdraft	ACH Return		-191.74
Total 100 - Operating Account				<u>-38,574.52</u>
Total Unrestricted Cash Funds				<u>-38,574.52</u>
TOTAL				<u>-38,574.52</u>

Cedar Key Water and Sewer District

Penalty Register

Detailed

For charges due before 09/27/2022

Account Balance as of 09/27/2022

Disconnect Date 10/14/2022

Sorted by: Route + Reading Sequence

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
21001	21001	BRENDA SHILLMAN	15651 SUNSET PT DR					
WATER	P1			19125708	35.79	20.00	0.00	55.79
SEWER					33.15	0.00	0.00	33.15
		BRENDA SHILLMAN	Total		68.94	20.00	0.00	88.94
23001	23001	J. COLLIS SPIVEY	15680 MILLER ISLAND					
WATER	P1			2000047474	27.79	20.00	0.00	47.79
SEWER					26.64	0.00	0.00	26.64
		J. COLLIS SPIVEY	Total		54.43	20.00	0.00	74.43
1530001	1530001	KATHRYN LETTERS	15741 SUNSET POINT					
WATER	P1			19125706	143.11	20.00	0.00	163.11
SEWER					114.29	0.00	0.00	114.29
		KATHRYN LETTERS	Total		257.40	20.00	0.00	277.40
71001	71001	APRIL FAULKNER	12321 MAGNOLIA					
WATER	P1			14280788	28.06	20.00	0.00	48.06
SEWER					26.85	0.00	0.00	26.85
		APRIL FAULKNER	Total		54.91	20.00	0.00	74.91
73001	73001	MARTIN DICKINSON	12410 CEDAR ST.					
WATER	P1			2100023772	31.58	20.00	0.00	51.58
SEWER					29.70	0.00	0.00	29.70
		MARTIN DICKINSON	Total		61.28	20.00	0.00	81.28
81001	81001	W.E. KNIGHT	12406 SR 24					
WATER	P1			14346305	76.71	20.00	0.00	96.71
SEWER					70.78	0.00	0.00	70.78
		W.E. KNIGHT	Total		147.49	20.00	0.00	167.49
1051001	1051001	WILL KNIGHT	12406 SR 24					
WATER	P1			18258673	72.84	20.00	0.00	92.84
		WILL KNIGHT	Total		72.84	20.00	0.00	92.84
86001	86001	BIG MOON LLC	12420 STATE ROAD 24					
WATER	P1			14346430	27.81	20.00	0.00	47.81
SEWER					26.66	0.00	0.00	26.66
		BIG MOON LLC	Total		54.47	20.00	0.00	74.47
87001	87001	LYNN RENFROE	12502 SR 24					
WATER	P1			2100185283	28.52	20.00	0.00	48.52
SEWER					27.23	0.00	0.00	27.23
		LYNN RENFROE	Total		55.75	20.00	0.00	75.75
95001	95001	LINDA NELSON	12502 LIVE OAK ST.					
WATER	P1			2100035373	27.22	20.00	0.00	47.22
SEWER					26.18	0.00	0.00	26.18
		LINDA NELSON	Total		53.40	20.00	0.00	73.40
99001	99001	PETER TIRRELL	12409 LIVE OAK DR.					
WATER	P1			19125737	27.00	20.00	0.00	47.00
SEWER					26.00	0.00	0.00	26.00
		PETER TIRRELL	Total		53.00	20.00	0.00	73.00
109001	109001	PETER STEFANI	12586 SR 24					
WATER	P1			19125728	27.76	20.00	0.00	47.76
SEWER					26.61	0.00	0.00	26.61
		PETER STEFANI	Total		54.37	20.00	0.00	74.37
112001	112001	MEL BECKHAM	12616-B SR 24					
WATER	P1			2000047464	29.47	20.00	0.00	49.47

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
112001	112001	MEL BECKHAM	12616 SR 24		27.99	0.00	0.00	27.99
		SEWER						
		MEL BECKHAM	Total		57.46	20.00	0.00	77.46
113001	113001	B & E SEAFOOD	15850 OAK ST.		124.11	20.00	0.00	144.11
		WATER		14280556				
		P1						
		B & E SEAFOOD	Total		124.11	20.00	0.00	144.11
160001	160001	SLIVERHALL LLC	1133 WHIDDEN AVE		204.34	20.00	0.00	224.34
		WATER		2100035368				
		P1						
		SEWER			292.57	0.00	0.00	292.57
		SLIVERHALL LLC	Total		496.91	20.00	0.00	516.91
174001	174001	MEL BECKHAM	16351 WHIDDON AVE.		52.66	20.00	0.00	72.66
		WATER		2000047481				
		P1						
		SEWER			47.95	0.00	0.00	47.95
		MEL BECKHAM	Total		100.61	20.00	0.00	120.61
179001	179001	SCOTT SYKES	1218 WHIDDON AVE.		32.99	20.00	0.00	52.99
		WATER		19125744				
		P1						
		SEWER			27.93	0.00	0.00	27.93
		SCOTT SYKES	Total		60.92	20.00	0.00	80.92
181001	181001	DENNIS MORAN	1189 PALMETTO DRIVE		27.00	20.00	0.00	47.00
		WATER		18258642				
		P1						
		SEWER			26.00	0.00	0.00	26.00
		DENNIS MORAN	Total		53.00	20.00	0.00	73.00
186001	186001	GLYNN WARWICK	1149 PALMETTO DR.		27.00	20.00	0.00	47.00
		WATER		2100035379				
		P1						
		SEWER			26.00	0.00	0.00	26.00
		GLYNN WARWICK	Total		53.00	20.00	0.00	73.00
192001	192001	CHARLIE VOINCHE'	16363 SW AIRPORT ROAD		27.03	20.00	0.00	47.03
		WATER		2100185332				
		P1						
		SEWER			26.02	0.00	0.00	26.02
		CHARLIE VOINCHE'	Total		53.05	20.00	0.00	73.05
205001	205001	SHARON SHAW	13163 SW 164TH AVENUE		45.70	20.00	0.00	65.70
		WATER		14280592				
		P1						
		SEWER			55.32	0.00	0.00	55.32
		SHARON SHAW	Total		101.02	20.00	0.00	121.02
208001	208001	MOLLY JUBITZ	13132 SW 164TH AVE.		32.85	20.00	0.00	52.85
		WATER		2100182418				
		P1						
		SEWER			30.73	0.00	0.00	30.73
		MOLLY JUBITZ	Total		63.58	20.00	0.00	83.58
235001	235001	PHIL (PP)	16810 SW 136TH PLACE		62.61	20.00	0.00	82.61
		WATER		2100035383				
		P1						
		SEWER			56.92	0.00	0.00	56.92
		PHIL (PP)	Total		119.53	20.00	0.00	139.53
277001	277001	CHERI THOMAS	1182 SHELLCREST-DBL		26.58	20.00	0.00	46.58
		WATER		2100160616				
		P1						
		SEWER			29.13	0.00	0.00	29.13
		CHERI THOMAS	Total		55.71	20.00	0.00	75.71
309001	309001	DAVID WEIBLE	16490 PARODA AVE.		32.37	20.00	0.00	52.37
		WATER		17336210				
		P1						
		SEWER			30.34	0.00	0.00	30.34
		DAVID WEIBLE	Total		62.71	20.00	0.00	82.71
310001	310001	EDWARD GRISWOLD	1265 INGLESIDE DRIVE		30.36	20.00	0.00	50.36
		WATER		13658455				
		P1						
		SEWER			28.72	0.00	0.00	28.72
		EDWARD GRISWOLD	Total		59.08	20.00	0.00	79.08
316001	316001	RICHARD SWAN	16350 SW INDIANA AVE.		32.20	20.00	0.00	52.20
		WATER		14346851				
		P1						
		SEWER			30.20	0.00	0.00	30.20
		RICHARD SWAN	Total		62.40	20.00	0.00	82.40
319001	319001	MARTIN KEARIN	1250 INDIANA AVE		29.16	20.00	0.00	49.16
		WATER		12943661				
		P1						

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
319001	319001	MARTIN KEARIN	1250 INDIANA AVE		28.52	0.00	0.00	28.52
		SEWER						
		MARTIN KEARIN	Total		57.68	20.00	0.00	77.68
322001	322001	SHIRLEY BECKHAM	12470 GULF BLVD.		34.32	20.00	0.00	54.32
		WATER P1		12943659	31.91	0.00	0.00	31.91
		SEWER			66.23	20.00	0.00	86.23
		SHIRLEY BECKHAM	Total					
354001	354001	WM. BALE	12271 SW 165TH AVE.		39.91	20.00	0.00	59.91
		WATER P1		12446969	36.74	0.00	0.00	36.74
		SEWER			76.65	20.00	0.00	96.65
		WM. BALE	Total					
355001	355001	MICHEAL SMITH	12270 SW 165TH AVE		32.34	20.00	0.00	52.34
		WATER P1		14062468	30.31	0.00	0.00	30.31
		SEWER			62.65	20.00	0.00	82.65
		MICHEAL SMITH	Total					
1086001	1086001	TODD THOMPSON	12191 SW 165TH AVENUE		74.08	20.00	0.00	94.08
		WATER P1		2100185338	52.07	0.00	0.00	52.07
		SEWER			126.15	20.00	0.00	146.15
		TODD THOMPSON	Total					
363001	363001	ROBBIE COLLINS	12051 SW 164TH		33.91	20.00	0.00	53.91
		WATER P1		12943645	51.58	0.00	0.00	51.58
		SEWER			85.49	20.00	0.00	105.49
		ROBBIE COLLINS	Total					
387001	387001	JOHN EATON	16571 SW 120TH PL.		46.05	20.00	0.00	66.05
		WATER P1		14346393	42.12	0.00	0.00	42.12
		SEWER			88.17	20.00	0.00	108.17
		JOHN EATON	Total					
398001	398001	JIMMY NAGEL	12270 SW 165TH		28.57	20.00	0.00	48.57
		WATER P1		11444237	27.27	0.00	0.00	27.27
		SEWER			55.84	20.00	0.00	75.84
		JIMMY NAGEL	Total					
437001	437001	NICHOLETTE ROONEY	16964 STURGIS CIRCLE		37.26	20.00	0.00	57.26
		WATER P1		13658424	34.43	0.00	0.00	34.43
		SEWER			71.69	20.00	0.00	91.69
		NICHOLETTE ROONEY	Total					
462001	462001	TODD TAYLOR	16851 MARGERY ST.		27.02	20.00	0.00	47.02
		WATER P1		14062242	26.18	0.00	0.00	26.18
		SEWER			53.20	20.00	0.00	73.20
		TODD TAYLOR	Total					
496001	496001	ARTHUR PIEGER	12350 E. POINT RD.		17.18	20.00	0.00	37.18
		WATER P1		14280703	29.72	0.00	0.00	29.72
		SEWER			46.90	20.00	0.00	66.90
		ARTHUR PIEGER	Total					
1098001	1098001	P & G HOSPITALITY #201	192 2ND STREET - CC 201		28.54	20.00	0.00	48.54
		WATER P1		17023637	27.25	0.00	0.00	27.25
		SEWER			55.79	20.00	0.00	75.79
		P & G HOSPITALITY #201	Total					
1099001	1099001	P & G HOSPITALITY #202	192 2ND STREET - CC 202		27.62	20.00	0.00	47.62
		WATER P1		17023621	26.50	0.00	0.00	26.50
		SEWER			54.12	20.00	0.00	74.12
		P & G HOSPITALITY #202	Total					
1100001	1100001	P & G HOSPITALITY #203	192 2ND STREET - CC 203		27.00	20.00	0.00	47.00
		WATER P1		17023620	26.00	0.00	0.00	26.00
		SEWER			53.00	20.00	0.00	73.00
		P & G HOSPITALITY #203	Total					
1110001	1110001	P & G HOSPITALITY #204	192 2ND STREET - CC 204		28.76	20.00	0.00	48.76
		WATER P1		2000047476	27.42	0.00	0.00	27.42
		SEWER			56.18	20.00	0.00	76.18
		P & G HOSPITALITY #204	Total					
1120001	1120001	P & G HOSPITALITY #205	192 2ND STREET - CC 205					

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
1120001	1120001	P & G HOSPITALITY #205	192 2ND STREET - CC 205					
		WATER		17023624	29.79	20.00	0.00	49.79
		SEWER			28.26	0.00	0.00	28.26
		P & G HOSPITALITY #205Total			58.05	20.00	0.00	78.05
1130001	1130001	P & G HOSPITALITY #206	192 2ND STREET - CC 206					
		WATER		17023625	27.92	20.00	0.00	47.92
		SEWER			26.74	0.00	0.00	26.74
		P & G HOSPITALITY #206Total			54.66	20.00	0.00	74.66
1140001	1140001	P & G HOSPITALITY #207	192 2ND STREET - CC 207					
		WATER		17023627	31.42	20.00	0.00	51.42
		SEWER			29.57	0.00	0.00	29.57
		P & G HOSPITALITY #207Total			60.99	20.00	0.00	80.99
1150001	1150001	P & G HOSPITALITY #208	192 2ND STREET - CC 208					
		WATER		17023635	30.85	20.00	0.00	50.85
		SEWER			29.11	0.00	0.00	29.11
		P & G HOSPITALITY #208Total			59.96	20.00	0.00	79.96
1160001	1160001	P & G HOSPITALITY #209	192 2ND STREET - CC 209					
		WATER		2100160657	31.28	20.00	0.00	51.28
		SEWER			29.46	0.00	0.00	29.46
		P & G HOSPITALITY #209Total			60.74	20.00	0.00	80.74
504001	504001	L&M SOL.	192 2ND ST - POOL					
		WATER		13458140	44.32	20.00	0.00	64.32
		L&M SOL. Total			44.32	20.00	0.00	64.32
1170001	1170001	P & G HOSPITALITY #301	192 2ND STREET - CC 301					
		WATER		17023631	27.57	20.00	0.00	47.57
		SEWER			26.46	0.00	0.00	26.46
		P & G HOSPITALITY #301Total			54.03	20.00	0.00	74.03
1180001	1180001	P & G HOSPITALITY #302	192 2ND STREET - CC 302					
		WATER		17023630	32.07	20.00	0.00	52.07
		SEWER			30.10	0.00	0.00	30.10
		P & G HOSPITALITY #302Total			62.17	20.00	0.00	82.17
1190001	1190001	P & G HOSPITALITY #303	192 2ND STREET - CC 303					
		WATER		17023628	27.00	20.00	0.00	47.00
		SEWER			26.00	0.00	0.00	26.00
		P & G HOSPITALITY #303Total			53.00	20.00	0.00	73.00
1200001	1200001	P & G HOSPITALITY #304	192 2ND STREET - CC 304					
		WATER		17023629	27.51	20.00	0.00	47.51
		SEWER			26.42	0.00	0.00	26.42
		P & G HOSPITALITY #304Total			53.93	20.00	0.00	73.93
1210001	1210001	P & G HOSPITALITY #305	192 2ND STREET - CC 305					
		WATER		2100160666	29.25	20.00	0.00	49.25
		SEWER			27.82	0.00	0.00	27.82
		P & G HOSPITALITY #305Total			57.07	20.00	0.00	77.07
1220001	1220001	P & G HOSPITALITY #306	192 2ND STREET - CC 306					
		WATER		22114900	29.47	20.00	0.00	49.47
		SEWER			27.99	0.00	0.00	27.99
		P & G HOSPITALITY #306Total			57.46	20.00	0.00	77.46
1230001	1230001	P & G HOSPITALITY #307	192 2ND STREET - CC 307					
		WATER		2100160622	31.53	20.00	0.00	51.53
		SEWER			29.66	0.00	0.00	29.66
		P & G HOSPITALITY #307Total			61.19	20.00	0.00	81.19
1240001	1240001	P & G HOSPITALITY #308	192 2ND STREET - CC 308					
		WATER		17023632	44.22	20.00	0.00	64.22
		SEWER			40.52	0.00	0.00	40.52
		P & G HOSPITALITY #308Total			84.74	20.00	0.00	104.74
1250001	1250001	P & G HOSPITALITY #309	192 2ND STREET - CC 309					
		WATER		17023626	34.45	20.00	0.00	54.45
		SEWER			32.02	0.00	0.00	32.02
		P & G HOSPITALITY #309Total			66.47	20.00	0.00	86.47
505001	505001	ISLAND ROOM REST.	192 2ND STREET					

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
505001	505001	ISLAND ROOM REST.	192 2ND STREET					
		Service						
		Code						
				2100023765	144.59	20.00	0.00	164.59
		WATER			132.96	0.00	0.00	132.96
		SEWER			277.55	20.00	0.00	297.55
			ISLAND ROOM REST. Total					
506001	506001	SPA- LAUNDRY-	192 2ND STREET					
		Service						
		Code						
				14280705	49.81	20.00	0.00	69.81
		WATER			45.40	0.00	0.00	45.40
		SEWER			95.21	20.00	0.00	115.21
			SPA- LAUNDRY- Total					
507001	507001	P & G HOSPITALITY #310	192 2ND STREET CC-310					
		Service						
		Code						
				14062479	32.80	20.00	0.00	52.80
		WATER			30.69	0.00	0.00	30.69
		SEWER			63.49	20.00	0.00	83.49
			P & G HOSPITALITY #310 Total					
508001	508001	WILLIAM GRONDON	82 2ND ST-CC 311					
		Service						
		Code						
				12915222	30.06	20.00	0.00	50.06
		WATER			28.47	0.00	0.00	28.47
		SEWER			58.53	20.00	0.00	78.53
			WILLIAM GRONDON Total					
509001	509001	CHRISTINA CULVER #312	192 2ND ST-CC 312					
		Service						
		Code						
				13379998	31.20	20.00	0.00	51.20
		WATER			29.39	0.00	0.00	29.39
		SEWER			60.59	20.00	0.00	80.59
			CHRISTINA CULVER #312 Total					
511001	511001	CAROL GRAHAM #314	192 2ND ST-CC 314					
		Service						
		Code						
				2100160630	32.20	20.00	0.00	52.20
		WATER			30.20	0.00	0.00	30.20
		SEWER			62.40	20.00	0.00	82.40
			CAROL GRAHAM #314 Total					
514001	514001	M. WHITE #317	192 2ND ST-CC 317					
		Service						
		Code						
				13658399	47.63	20.00	0.00	67.63
		WATER			43.49	0.00	0.00	43.49
		SEWER			91.12	20.00	0.00	111.12
			M. WHITE #317 Total					
515001	515001	GLADYS BRAMI #210	192 2ND ST-CC 210					
		Service						
		Code						
				14280693	29.98	20.00	0.00	49.98
		WATER			28.41	0.00	0.00	28.41
		SEWER			58.39	20.00	0.00	78.39
			GLADYS BRAMI #210 Total					
516001	516001	M. WHITE #211	192 2ND ST-CC 211					
		Service						
		Code						
				14280475	44.58	20.00	0.00	64.58
		WATER			40.83	0.00	0.00	40.83
		SEWER			85.41	20.00	0.00	105.41
			M. WHITE #211 Total					
517001	517001	M. WHITE #212	192 2ND STREET CC-212					
		Service						
		Code						
				2000047497	30.69	20.00	0.00	50.69
		WATER			28.98	0.00	0.00	28.98
		SEWER			59.67	20.00	0.00	79.67
			M. WHITE #212 Total					
521001	521001	P & G HOSPITALITY #216	82 2ND ST -CC 216					
		Service						
		Code						
				14280472	31.28	20.00	0.00	51.28
		WATER			29.46	0.00	0.00	29.46
		SEWER			60.74	20.00	0.00	80.74
			P & G HOSPITALITY #216 Total					
522001	522001	P & G HOSPITALITY #217	82 2ND ST-CC 217					
		Service						
		Code						
				18258677	29.66	20.00	0.00	49.66
		WATER			28.15	0.00	0.00	28.15
		SEWER			57.81	20.00	0.00	77.81
			P & G HOSPITALITY #217 Total					
523001	523001	P & G HOSPITALITY -	190 2ND ST-CC MARINA					
		Service						
		Code						
				13379826	27.00	20.00	0.00	47.00
		WATER			27.00	20.00	0.00	47.00
		SEWER						
			P & G HOSPITALITY - Total					
529001	529001	A. HAGAR - TH6	52 2ND ST- TH6					
		Service						
		Code						
				12943666	33.69	20.00	0.00	53.69
		WATER			31.41	0.00	0.00	31.41
		SEWER			65.10	20.00	0.00	85.10
			A. HAGAR - TH6 Total					
543001	543001	WESLEY DIXON	11 OLD MILL DRIVE 2C					
		Service						
		Code						
				14280438	32.12	20.00	0.00	52.12
		WATER			30.14	0.00	0.00	30.14
		SEWER			62.26	20.00	0.00	82.26
			WESLEY DIXON Total					
572001	572001	DEBORAH SCHENK	11 OLD MILL DRIVE 9D					
		Service						
		Code						

Paid

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
572001	572001	DEBORAH SCHENK	11 OLD MILL DRIVE 9D					
		WATER		2100023762	27.00	20.00	0.00	47.00
		SEWER			26.00	0.00	0.00	26.00
		DEBORAH SCHENK	Total		53.00	20.00	0.00	73.00
584001	584001	PARK PLACE MOTEL	7011 DEPOT STREET					
		WATER		14346436	135.32	20.00	0.00	155.32
		SEWER			124.52	0.00	0.00	124.52
		PARK PLACE MOTEL	Total		259.84	20.00	0.00	279.84
1050001	1050001	PARK PLACE	211 2ND STREET					
		WATER		14280821	113.01	20.00	0.00	133.01
		PARK PLACE	Total		113.01	20.00	0.00	133.01
586001	586001	KAREN MOHR	211 2ND STREET PP121					
		WATER		13379830	29.14	20.00	0.00	49.14
		SEWER			27.73	0.00	0.00	27.73
		KAREN MOHR	Total		56.87	20.00	0.00	76.87
589001	589001	ANNA PIEGER	211 2ND ST PP11-122					
		WATER		2100160641	29.95	20.00	0.00	49.95
		SEWER			28.39	0.00	0.00	28.39
		ANNA PIEGER	Total		58.34	20.00	0.00	78.34
590001	590001	MICHAEL BELL	211 2ND ST 23-222					
		WATER		14280816	32.58	20.00	0.00	52.58
		SEWER			30.51	0.00	0.00	30.51
		MICHAEL BELL	Total		63.09	20.00	0.00	83.09
592001	592001	R. SMALL	211 2ND ST 10-123					
		WATER		12943648	32.04	20.00	0.00	52.04
		SEWER			30.07	0.00	0.00	30.07
		R. SMALL	Total		62.11	20.00	0.00	82.11
595001	595001	D. BEAM	211 2ND ST 9-124					
		WATER		14280812	29.36	20.00	0.00	49.36
		SEWER			27.91	0.00	0.00	27.91
		D. BEAM	Total		57.27	20.00	0.00	77.27
600001	600001	ANDREW GHILLYER	211 2ND ST PP32-325					
		WATER		14062240	28.68	20.00	0.00	48.68
		SEWER			27.36	0.00	0.00	27.36
		ANDREW GHILLYER	Total		56.04	20.00	0.00	76.04
601001	601001	R. SCHOFIELD	211 2ND ST 7-126					
		WATER		2100185329	29.38	20.00	0.00	49.38
		SEWER			27.93	0.00	0.00	27.93
		R. SCHOFIELD	Total		57.31	20.00	0.00	77.31
602001	602001	PARK PLACE COND.	211 2ND ST PP19-226					
		WATER		14280825	28.00	20.00	0.00	48.00
		SEWER			26.81	0.00	0.00	26.81
		PARK PLACE COND.	Total		54.81	20.00	0.00	74.81
605001	605001	R. SMALL	211 2ND ST 18-227					
		WATER		13379837	29.55	20.00	0.00	49.55
		SEWER			28.06	0.00	0.00	28.06
		R. SMALL	Total		57.61	20.00	0.00	77.61
607001	607001	N. LAWRENCE	211 2ND STREET 5-128					
		WATER		22114899	32.69	20.00	0.00	52.69
		SEWER			30.60	0.00	0.00	30.60
		N. LAWRENCE	Total		63.29	20.00	0.00	83.29
608001	608001	R. CEKAU	211 2ND STREET 17-228					
		WATER		2100160632	28.33	20.00	0.00	48.33
		SEWER			27.07	0.00	0.00	27.07
		R. CEKAU	Total		55.40	20.00	0.00	75.40
609001	609001	G. CZERNIAK	211 2ND STREET 29-328					
		WATER		12446977	27.00	20.00	0.00	47.00
		SEWER			26.00	0.00	0.00	26.00
		G. CZERNIAK	Total		53.00	20.00	0.00	73.00
610001	610001	PATTY WALDRON	211 2ND STREET					

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
610001	610001	PATTY WALDRON	211 2ND STREET	19125695	29.17	20.00	0.00	49.17
					27.75	0.00	0.00	27.75
		PATTY WALDRON	Total		56.92	20.00	0.00	76.92
611001	611001	M. BELL	211 2ND STREET 16-229	14280755	32.42	20.00	0.00	52.42
					30.38	0.00	0.00	30.38
		M. BELL	Total		62.80	20.00	0.00	82.80
612001	612001	T. FREEMAN	211 2ND STREET 28-329	14346410	28.60	20.00	0.00	48.60
					27.29	0.00	0.00	27.29
		T. FREEMAN	Total		55.89	20.00	0.00	75.89
613001	613001	G. JACKSON	211 2ND STREET 3-130	13379831	31.63	20.00	0.00	51.63
					29.74	0.00	0.00	29.74
		G. JACKSON	Total		61.37	20.00	0.00	81.37
614001	614001	D. BEAM	211 2ND STREET 15-230	13658420	27.92	20.00	0.00	47.92
					26.74	0.00	0.00	26.74
		D. BEAM	Total		54.66	20.00	0.00	74.66
615001	615001	A. PARLAPPIANO	211 2ND STREET 27-330	2100023767	28.49	20.00	0.00	48.49
					27.20	0.00	0.00	27.20
		A. PARLAPPIANO	Total		55.69	20.00	0.00	75.69
616001	616001	C. SHELTON	211 2ND STREET 2-131	18258659	28.57	20.00	0.00	48.57
					27.27	0.00	0.00	27.27
		C. SHELTON	Total		55.84	20.00	0.00	75.84
617001	617001	ANN LAWRENCE	211 2ND STREET 14-231	21093860	28.84	20.00	0.00	48.84
					27.49	0.00	0.00	27.49
		ANN LAWRENCE	Total		56.33	20.00	0.00	76.33
619001	619001	CATHY MOLYNEAUX	211 2ND STREET	19125696	30.66	20.00	0.00	50.66
					28.96	0.00	0.00	28.96
		CATHY MOLYNEAUX	Total		59.62	20.00	0.00	79.62
620001	620001	LONNA BEAR	211 2ND STREET 13-232	2100035371	28.46	20.00	0.00	48.46
					27.18	0.00	0.00	27.18
		LONNA BEAR	Total		55.64	20.00	0.00	75.64
621001	621001	BRUCE KIRACOFE	211 2ND ST. - 25-332	12447019	30.47	20.00	0.00	50.47
					28.80	0.00	0.00	28.80
		BRUCE KIRACOFE	Total		59.27	20.00	0.00	79.27
689001	689001	LEVY CNTY PARKS	1 DOCK STREET PIER	2000047463	32.93	20.00	0.00	52.93
					30.80	0.00	0.00	30.80
		LEVY CNTY PARKS	Total		63.73	20.00	0.00	83.73
719001	719001	GALLOGLAIGH LLC	550 1ST ST IP#206	13484063	28.36	20.00	0.00	48.36
					27.10	0.00	0.00	27.10
		GALLOGLAIGH LLC	Total		55.46	20.00	0.00	75.46
728001	728001	JEANA MILLIGAN	509 1ST ST.	13935882	27.03	20.00	0.00	47.03
					26.02	0.00	0.00	26.02
		JEANA MILLIGAN	Total		53.05	20.00	0.00	73.05
730001	730001	CARMEN PROJECT LLC	497 2ND ST.	13379846	67.06	20.00	0.00	87.06
					62.55	0.00	0.00	62.55
		CARMEN PROJECT LLC	Total		129.61	20.00	0.00	149.61

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
763001	763001	BARBARA SERGI	573 1ST ST.					
		WATER		2000047455	34.83	20.00	0.00	54.83
		SEWER			32.33	0.00	0.00	32.33
		BARBARA SERGI	Total		67.16	20.00	0.00	87.16
773001	773001	SHARON SHAW	644 1ST ST. (GENE					
		WATER		2100160649	82.83	20.00	0.00	102.83
		SEWER			59.14	0.00	0.00	59.14
		SHARON SHAW	Total		141.97	20.00	0.00	161.97
782001	782001	JEFFERY WIGSTEN	697 1ST ST.					
		WATER		13658465	41.68	20.00	0.00	61.68
		SEWER			38.30	0.00	0.00	38.30
		JEFFERY WIGSTEN	Total		79.98	20.00	0.00	99.98
816001	816001	VALERIE PATTERSON	849 2ND ST.					
		WATER		11557237	34.86	20.00	0.00	54.86
		SEWER			32.35	0.00	0.00	32.35
		VALERIE PATTERSON	Total		67.21	20.00	0.00	87.21
817001	817001	NICOLE HARPER	633 4TH ST.					
		WATER		14280376	42.34	20.00	0.00	62.34
		SEWER			38.87	0.00	0.00	38.87
		NICOLE HARPER	Total		81.21	20.00	0.00	101.21
832001	832001	JOHN CHOLODENKO	634 6TH STREET 2					
		WATER		17308690	29.38	20.00	0.00	49.38
		SEWER			27.93	0.00	0.00	27.93
		JOHN CHOLODENKO	Total		57.31	20.00	0.00	77.31
845001	845001	TERESE SEARS	741 6TH ST					
		WATER		2000047454	45.75	20.00	0.00	65.75
		SEWER			41.85	0.00	0.00	41.85
		TERESE SEARS	Total		87.60	20.00	0.00	107.60
848001	848001	KELSEY LAFFERTY	757 6TH STREET					
		WATER		14062608	259.85	20.00	0.00	279.85
		SEWER			236.24	0.00	0.00	236.24
		KELSEY LAFFERTY	Total		496.09	20.00	0.00	516.09
862001	862001	HORRY BAYLOR	641 3RD STREET					
		WATER		14346451	27.00	20.00	0.00	47.00
		SEWER			26.00	0.00	0.00	26.00
		HORRY BAYLOR	Total		53.00	20.00	0.00	73.00
866001	866001	CHURCH OF CHRIST	709 3RD STREET					
		WATER		18258657	28.79	20.00	0.00	48.79
		SEWER			27.45	0.00	0.00	27.45
		CHURCH OF CHRIST	Total		56.24	20.00	0.00	76.24
920001	920001	DAMETRIA DAVIS	881 G. ST.					
		WATER		2000047489	32.23	20.00	0.00	52.23
		SEWER			30.23	0.00	0.00	30.23
		DAMETRIA DAVIS	Total		62.46	20.00	0.00	82.46
922001	922001	KERRIE BRIDGES	882 6TH ST.					
		WATER		14346441	33.83	20.00	0.00	53.83
		SEWER			31.52	0.00	0.00	31.52
		KERRIE BRIDGES	Total		65.35	20.00	0.00	85.35
950001	950001	REBECCA CULLINAN	926 8TH ST.					
		WATER		14346491	37.26	20.00	0.00	57.26
		SEWER			34.43	0.00	0.00	34.43
		REBECCA CULLINAN	Total		71.69	20.00	0.00	91.69
951001	951001	GLYNDA DOVER	918 8TH ST.					
		WATER		14346496	39.01	20.00	0.00	59.01
		SEWER			36.48	0.00	0.00	36.48
		GLYNDA DOVER	Total		75.49	20.00	0.00	95.49
955001	955001	SUE (LH) COLSON	836 8TH ST.					
		WATER		14062613	39.45	20.00	0.00	59.45
		SEWER			36.34	0.00	0.00	36.34
		SUE (LH) COLSON	Total		75.79	20.00	0.00	95.79

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
966001	966001	H. WILLIAM BURGESS	4050 G. ST #101	14280735	27.00	20.00	0.00	47.00
					26.00	0.00	0.00	26.00
		H. WILLIAM BURGESS	Total		53.00	20.00	0.00	73.00

Paid

Total Customers 118
 Prev. Balance \$9,243.58
 Penalty \$2,360.00
 Total Tax \$0.00
 Account Balance \$11,603.58

Previously Posted Penalty \$0.00

52 Customers

\$4,901.41

Cedar Key Water & Sewer District

Sick and Annual Leave Balances

September 30, 2022 Amount Used 2022

<u>Employee</u>	<u>Sick Available</u>	<u>Sick Used</u>	<u>Vacation Available</u>	<u>Vacation Used</u>
Doty, Gabriel T	12:00	0:00	90:55	11:00
Johns, Alicia M.	29:57	96:30	56:55	151:00
McCain, James E.	1070:48	74:30	251:13	138:30
Quinn, William M.	274:30	73:30	112:42	128:00
Richburg, Margaret A.	0:00	88:00	80:02	140:30

Adjusted Bill Calculation

Adjustment Information

Date Requested: 9/21/2022
 Month of Service: Sep-22
 Metered Usage: 268,310 Gal
 Am't Billed (W&S): \$4,729.47

Customer Name: Cynthia Davis

Account No.: 8001

Service Address: 11531 SW 154th Avenue

*Previous 12 Months

Average W&S Usage: 3,803 gallons/Month

Justification: Broken water line on dock.

	Water	Sewer
Base Charges:	\$27.00	\$26.00

Water Usage

Gallons: **268,310**

0 to 3K @	\$2.71/K	\$8.13	
3 to 6 K @	\$5.08/K	\$15.24	
6 to 9 K @	\$7.16/K	\$21.48	
9K+ @	\$9.27/K	\$2,403.80	
Total:		\$2,475.65	

Adjusted Sewer Usage

Gallons*: **3,803**

0 to 3K @	\$2.19/K	\$6.57	
3 to 6 K @	\$4.44/K	\$3.57	
6 to 9 K @	\$6.45/K	\$0.00	
9K+ @	\$8.44/K	\$0.00	
Total:		\$36.14	

Adjusted Water and Sewer, Total: \$2,511.79

Usage Report

From: 09/01/2021 Through: 09/21/2022
 Sorted By: Account Number
 For 8001

3,803 gal

Location No	Acct No.	Change Out	Name	Service	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior Read	Current Date	Current Read
8001	8001		CYNTHIA DAVIS				11531 SW 154TH AVE.			02					
12601486	5/8" METER		WATER	WATER	09/01/2021	Gallons	2910	2910	0	0.00	33.51	07/21/2021	21286	08/23/2021	21577
12601486	5/8" METER		WATER	WATER	09/30/2021	Gallons	3230	3230	0	0.00	34.85	08/23/2021	21577	09/22/2021	21900
12601486	5/8" METER		WATER	WATER	10/28/2021	Gallons	2980	2980	0	0.00	35.08	09/22/2021	21900	10/20/2021	22198
12601486	5/8" METER		WATER	WATER	11/30/2021	Gallons	2950	2950	0	0.00	34.99	10/20/2021	22198	11/18/2021	22493
12601486	5/8" METER		WATER	WATER	12/29/2021	Gallons	3240	3240	0	0.00	36.35	11/18/2021	22493	12/20/2021	22817
12601486	5/8" METER		WATER	WATER	01/31/2022	Gallons	4540	4540	0	0.00	42.95	12/20/2021	22817	01/19/2022	23271
12601486	5/8" METER		WATER	WATER	03/02/2022	Gallons	4150	4150	0	0.00	40.97	01/19/2022	23271	02/17/2022	23686
12601486	5/8" METER		WATER	WATER	04/01/2022	Gallons	4180	4180	0	0.00	41.12	02/17/2022	23686	03/21/2022	24104
12601486	5/8" METER		WATER	WATER	04/28/2022	Gallons	3580	3580	0	0.00	38.08	03/21/2022	24104	04/20/2022	24462
12601486	5/8" METER		WATER	WATER	05/31/2022	Gallons	3550	3550	0	0.00	37.92	04/20/2022	24462	05/20/2022	24817
12601486	5/8" METER		WATER	WATER	06/28/2022	Gallons	4200	4200	0	0.00	41.23	05/20/2022	24817	06/21/2022	25237
12601486	5/8" METER		WATER	WATER	07/29/2022	Gallons	3250	3250	0	0.00	36.40	06/21/2022	25237	07/21/2022	25562
12601486	5/8" METER		WATER	WATER	08/30/2022	Gallons	5790	5790	0	0.00	49.30	07/21/2022	25562	08/22/2022	26141
Totals for Customer/Location/Service: 8001 / 8001 / WATER							48,550	48,550	0	0.00	502.75				

Grand Totals

WATER	Gallons	48550	48550	0	0.00	502.75
Number of Accounts		1				
Number of Locations		1				
Account/Location Combinations		1				

CEDAR KEY WATER AND SEWER DISTRICT

REQUEST FOR BILL ADJUSTMENT

Date: 9/21/2022

Name: Cynthia Davis

Name on Account if Different: _____

Physical Address of Account: 11531 SW 154th Avenue

Description of water loss including dates over which loss occurred:
Broken water line on dock

Have you requested another adjustment over the prior 3 years? Yes _____ No

Alicia M Burns
Signature

Submit:

Mail: CKWSD, P.O. Box 309, Cedar Key, FL, 32625.
Email: alicia@ckwater.org
Fax: 866-278-7502
Hand: 510 3rd Street, Cedar Key.

James@ckwater.org

From: Plyler, Brittany <Brittany.Plyler@FloridaDEP.gov>
Sent: Friday, October 14, 2022 4:18 PM
To: james@ckwater.org
Subject: LPA0260 Agreement
Attachments: LPA0260- Agreement.pdf

Hi James,

I've attached DEP Agreement: LPA0260 for review and signature. Please do not make any changes to the original document, and if you see anything that needs to be fixed please let me know and I will make the revision. When signed, please email me a scanned copy of the signature page.

We will execute in counterparts as described in paragraph 38 of the agreement . Upon receipt of the emailed .PDF of the signature page, the Department will counter sign to execute the agreement. Please let me know if you have any questions!

Have a good day!



Brittany Plyler

Division of Water Restoration Assistance
Environmental Specialist II
3900 Commonwealth Blvd.
Tallahassee, FL 32399
Phone: 850-245-2942
Brittany.plyler@floridadep.gov



**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Standard Grant Agreement**

This Agreement is entered into between the Parties named below, pursuant to Section 215.971, Florida Statutes:

1. Project Title (Project): Cedar Key Lift Station Rehabilitation Agreement Number: LPA0260

2. Parties State of Florida Department of Environmental Protection,
3900 Commonwealth Boulevard (Department)
Tallahassee, Florida 32399-3000

Grantee Name: Cedar Key Water and Sewer District Entity Type: Local Government

Grantee Address: P.O. Box 319, Cedar Key, FL 32625 FEID: 59-1156008 (Grantee)

3. Agreement Begin Date: Upon Execution Date of Expiration: January 31, 2025

4. Project Number: _____ Project Location(s): Lat/Long (29.1386, -83.0351)

(If different from Agreement Number)

Project Description: This project rehabilitates lift stations located in Cedar Key to provide protection to the surrounding coastal waterways.

5. Total Amount of Funding:	Funding Source?	Award #s or Line Item Appropriations:	Amount per Source(s):
<u>\$2,500,000.00</u>	<input checked="" type="checkbox"/> State <input type="checkbox"/> Federal	<u>LP, GAA LI 1665A, FY 22-23, GR</u>	<u>\$2,500,000.00</u>
	<input type="checkbox"/> State <input type="checkbox"/> Federal		
	<input type="checkbox"/> Grantee Match		
Total Amount of Funding + Grantee Match, if any:			<u>\$2,500,000.00</u>

6. Department's Grant Manager	Grantee's Grant Manager
Name: <u>Brittany Plyler</u>	Name: <u>James McCain</u>
or successor	or successor
Address: <u>Florida Dept. of Environmental Protection</u>	Address: <u>P.O. Box 309</u>
<u>3900 Commonwealth Blvd.</u>	<u>Cedar Key, FL 32625</u>
<u>Tallahassee, FL 32399-3000</u>	
Phone: <u>850-245-2942</u>	Phone: <u>352-949-0603</u>
Email: <u>Brittany.Plyler@FloridaDEP.gov</u>	Email: <u>James@ckwater.org</u>

7. The Parties agree to comply with the terms and conditions of the following attachments and exhibits which are hereby incorporated by reference:

- Attachment 1: Standard Terms and Conditions Applicable to All Grants Agreements
- Attachment 2: Special Terms and Conditions
- Attachment 3: Grant Work Plan
- Attachment 4: Public Records Requirements
- Attachment 5: Special Audit Requirements
- Attachment 6: Program-Specific Requirements
- Attachment 7: Grant Award Terms (Federal) *Copy available at <https://facts.fldfs.com>, in accordance with §215.985, F.S.
- Attachment 8: Federal Regulations and Terms (Federal)
- Additional Attachments (if necessary):
- Exhibit A: Progress Report Form
- Exhibit B: Property Reporting Form
- Exhibit C: Payment Request Summary Form
- Exhibit D: Quality Assurance Requirements for Grants
- Exhibit E: Advance Payment Terms and Interest Earned Memo
- Additional Exhibits (if necessary):

DWRA Additional Signatures

Brittany Plyler, DEP Grant Manager

Mitch Holmes, DEP QC Reviewer

4. Deliverables.

The Grantee agrees to render the services or other units of deliverables as set forth in Attachment 3, Grant Work Plan. The services or other units of deliverables shall be delivered in accordance with the schedule and at the pricing outlined in the Grant Work Plan. Deliverables may be comprised of activities that must be completed prior to Department making payment on that deliverable. The Grantee agrees to perform in accordance with the terms and conditions set forth in this Agreement and all attachments and exhibits incorporated by the Standard Grant Agreement.

5. Performance Measures.

The Grantee warrants that: (1) the services will be performed by qualified personnel; (2) the services will be of the kind and quality described in the Grant Work Plan; (3) the services will be performed in a professional and workmanlike manner in accordance with industry standards and practices; (4) the services shall not and do not knowingly infringe upon the intellectual property rights, or any other proprietary rights, of any third party; and (5) its employees, subcontractors, and/or subgrantees shall comply with any security and safety requirements and processes, if provided by Department, for work done at the Project Location(s). The Department reserves the right to investigate or inspect at any time to determine whether the services or qualifications offered by Grantee meet the Agreement requirements. Notwithstanding any provisions herein to the contrary, written acceptance of a particular deliverable does not foreclose Department's remedies in the event deficiencies in the deliverable cannot be readily measured at the time of delivery.

6. Acceptance of Deliverables.

- a. Acceptance Process. All deliverables must be received and accepted in writing by Department's Grant Manager before payment. The Grantee shall work diligently to correct all deficiencies in the deliverable that remain outstanding, within a reasonable time at Grantee's expense. If Department's Grant Manager does not accept the deliverables within 30 days of receipt, they will be deemed rejected.
- b. Rejection of Deliverables. The Department reserves the right to reject deliverables, as outlined in the Grant Work Plan, as incomplete, inadequate, or unacceptable due, in whole or in part, to Grantee's lack of satisfactory performance under the terms of this Agreement. The Grantee's efforts to correct the rejected deliverables will be at Grantee's sole expense. Failure to fulfill the applicable technical requirements or complete all tasks or activities in accordance with the Grant Work Plan will result in rejection of the deliverable and the associated invoice. Payment for the rejected deliverable will not be issued unless the rejected deliverable is made acceptable to Department in accordance with the Agreement requirements. The Department, at its option, may allow additional time within which Grantee may remedy the objections noted by Department. The Grantee's failure to make adequate or acceptable deliverables after a reasonable opportunity to do so shall constitute an event of default.

7. Financial Consequences for Nonperformance.

- a. Withholding Payment. In addition to the specific consequences explained in the Grant Work Plan and/or Special Terms and Conditions, the State of Florida (State) reserves the right to withhold payment when the Grantee has failed to perform/comply with provisions of this Agreement. None of the financial consequences for nonperformance in this Agreement as more fully described in the Grant Work Plan shall be considered penalties.
- b. Invoice reduction
If Grantee does not meet a deadline for any deliverable, the Department will reduce the invoice by 1% for each day the deadline is missed, unless an extension is approved in writing by the Department.
- c. Corrective Action Plan. If Grantee fails to correct all the deficiencies in a rejected deliverable within the specified timeframe, Department may, in its sole discretion, request that a proposed Corrective Action Plan (CAP) be submitted by Grantee to Department. The Department requests that Grantee specify the outstanding deficiencies in the CAP. All CAPs must be able to be implemented and performed in no more than sixty (60) calendar days.
 - i. The Grantee shall submit a CAP within ten (10) days of the date of the written request from Department. The CAP shall be sent to the Department's Grant Manager for review and approval. Within ten (10) days of receipt of a CAP, Department shall notify Grantee in writing whether the CAP proposed has been accepted. If the CAP is not accepted, Grantee shall have ten (10) days from receipt of Department letter rejecting the proposal to submit a revised proposed CAP. Failure to obtain Department approval of a CAP as specified above may result in Department's termination of this Agreement for cause as authorized in this Agreement.
 - ii. Upon Department's notice of acceptance of a proposed CAP, Grantee shall have ten (10) days to commence implementation of the accepted plan. Acceptance of the proposed CAP by Department does not relieve Grantee of any of its obligations under the Agreement. In the event the CAP fails to correct or eliminate performance deficiencies by Grantee, Department shall retain the right to

- a. Salary/Wages. Grantee shall list personnel involved, position classification, direct salary rates, and hours spent on the Project in accordance with Attachment 3, Grant Work Plan in their documentation for reimbursement or match requirements.
- b. Overhead/Indirect/General and Administrative Costs. If Grantee is being reimbursed for or claiming match for multipliers, all multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by Grantee exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate.
- c. Contractual Costs (Subcontractors). Match or reimbursement requests for payments to subcontractors must be substantiated by copies of invoices with backup documentation identical to that required from Grantee. Subcontracts which involve payments for direct salaries shall clearly identify the personnel involved, salary rate per hour, and hours spent on the Project. All eligible multipliers used (i.e., fringe benefits, overhead, indirect, and/or general and administrative rates) shall be supported by audit. If Department determines that multipliers charged by any subcontractor exceeded the rates supported by audit, Grantee shall be required to reimburse such funds to Department within thirty (30) days of written notification. Interest shall be charged on the excessive rate. Nonconsumable and/or nonexpendable personal property or equipment costing \$5,000 or more purchased for the Project under a subcontract is subject to the requirements set forth in Chapters 273 and/or 274, F.S., and Chapter 69I-72, Florida Administrative Code (F.A.C.) and/or Chapter 69I-73, F.A.C., as applicable. The Grantee shall be responsible for maintaining appropriate property records for any subcontracts that include the purchase of equipment as part of the delivery of services. The Grantee shall comply with this requirement and ensure its subcontracts issued under this Agreement, if any, impose this requirement, in writing, on its subcontractors.
 - i. For fixed-price (vendor) subcontracts, the following provisions shall apply: The Grantee may award, on a competitive basis, fixed-price subcontracts to consultants/contractors in performing the work described in Attachment 3, Grant Work Plan. Invoices submitted to Department for fixed-price subcontracted activities shall be supported with a copy of the subcontractor's invoice and a copy of the tabulation form for the competitive procurement process (e.g., Invitation to Bid, Request for Proposals, or other similar competitive procurement document) resulting in the fixed-price subcontract. The Grantee may request approval from Department to award a fixed-price subcontract resulting from procurement methods other than those identified above. In this instance, Grantee shall request the advance written approval from Department's Grant Manager of the fixed price negotiated by Grantee. The letter of request shall be supported by a detailed budget and Scope of Services to be performed by the subcontractor. Upon receipt of Department Grant Manager's approval of the fixed-price amount, Grantee may proceed in finalizing the fixed-price subcontract.
 - ii. If the procurement is subject to the Consultant's Competitive Negotiation Act under section 287.055, F.S. or the Brooks Act, Grantee must provide documentation clearly evidencing it has complied with the statutory or federal requirements.
- d. Travel. All requests for match or reimbursement of travel expenses shall be in accordance with Section 112.061, F.S.
- e. Direct Purchase Equipment. For the purposes of this Agreement, Equipment is defined as capital outlay costing \$5,000 or more. Match or reimbursement for Grantee's direct purchase of equipment is subject to specific approval of Department, and does not include any equipment purchased under the delivery of services to be completed by a subcontractor. Include copies of invoices or receipts to document purchases, and a properly completed Exhibit B, Property Reporting Form.
- f. Rental/Lease of Equipment. Match or reimbursement requests for rental/lease of equipment must include copies of invoices or receipts to document charges.
- g. Miscellaneous/Other Expenses. If miscellaneous or other expenses, such as materials, supplies, non-excluded phone expenses, reproduction, or mailing, are reimbursable or available for match or reimbursement under the terms of this Agreement, the documentation supporting these expenses must be itemized and include copies of receipts or invoices. Additionally, independent of Grantee's contract obligations to its subcontractor, Department shall not reimburse any of the following types of charges: cell phone usage; attorney's fees or court costs; civil or administrative penalties; or handling fees, such as set percent overages associated with purchasing supplies or equipment.
- h. Land Acquisition. Reimbursement for the costs associated with acquiring interest and/or rights to real property (including access rights through ingress/egress easements, leases, license agreements, or other site access agreements; and/or obtaining record title ownership of real property through purchase) must be supported by the following, as applicable: Copies of Property Appraisals, Environmental Site Assessments, Surveys and Legal

- b. Termination for Cause. The Department may terminate this Agreement if any of the events of default described in the Events of Default provisions below occur or in the event that Grantee fails to fulfill any of its other obligations under this Agreement. If, after termination, it is determined that Grantee was not in default, or that the default was excusable, the rights and obligations of the parties shall be the same as if the termination had been issued for the convenience of Department. The rights and remedies of Department in this clause are in addition to any other rights and remedies provided by law or under this Agreement.
- c. Grantee Obligations upon Notice of Termination. After receipt of a notice of termination or partial termination unless as otherwise directed by Department, Grantee shall not furnish any service or deliverable on the date, and to the extent specified, in the notice. However, Grantee shall continue work on any portion of the Agreement not terminated. If the Agreement is terminated before performance is completed, Grantee shall be paid only for that work satisfactorily performed for which costs can be substantiated. The Grantee shall not be entitled to recover any cancellation charges or lost profits.
- d. Continuation of Prepaid Services. If Department has paid for any services prior to the expiration, cancellation, or termination of the Agreement, Grantee shall continue to provide Department with those services for which it has already been paid or, at Department's discretion, Grantee shall provide a refund for services that have been paid for but not rendered.
- e. Transition of Services Upon Termination, Expiration, or Cancellation of the Agreement. If services provided under the Agreement are being transitioned to another provider(s), Grantee shall assist in the smooth transition of Agreement services to the subsequent provider(s). This requirement is at a minimum an affirmative obligation to cooperate with the new provider(s), however additional requirements may be outlined in the Grant Work Plan. The Grantee shall not perform any services after Agreement expiration or termination, except as necessary to complete the transition or continued portion of the Agreement, if any.

14. Notice of Default.

If Grantee defaults in the performance of any covenant or obligation contained in the Agreement, including, any of the events of default, Department shall provide notice to Grantee and an opportunity to cure that is reasonable under the circumstances. This notice shall state the nature of the failure to perform and provide a time certain for correcting the failure. The notice will also provide that, should the Grantee fail to perform within the time provided, Grantee will be found in default, and Department may terminate the Agreement effective as of the date of receipt of the default notice.

15. Events of Default.

Provided such failure is not the fault of Department or outside the reasonable control of Grantee, the following non-exclusive list of events, acts, or omissions, shall constitute events of default:

- a. The commitment of any material breach of this Agreement by Grantee, including failure to timely deliver a material deliverable, failure to perform the minimal level of services required for a deliverable, discontinuance of the performance of the work, failure to resume work that has been discontinued within a reasonable time after notice to do so, or abandonment of the Agreement;
- b. The commitment of any material misrepresentation or omission in any materials, or discovery by the Department of such, made by the Grantee in this Agreement or in its application for funding;
- c. Failure to submit any of the reports required by this Agreement or having submitted any report with incorrect, incomplete, or insufficient information;
- d. Failure to honor any term of the Agreement;
- e. Failure to abide by any statutory, regulatory, or licensing requirement, including an entry of an order revoking the certificate of authority granted to the Grantee by a state or other licensing authority;
- f. Failure to pay any and all entities, individuals, and furnishing labor or materials, or failure to make payment to any other entities as required by this Agreement;
- g. Employment of an unauthorized alien in the performance of the work, in violation of Section 274 (A) of the Immigration and Nationality Act;
- h. Failure to maintain the insurance required by this Agreement;
- i. One or more of the following circumstances, uncorrected for more than thirty (30) days unless, within the specified 30-day period, Grantee (including its receiver or trustee in bankruptcy) provides to Department adequate assurances, reasonably acceptable to Department, of its continuing ability and willingness to fulfill its obligations under the Agreement:
 - i. Entry of an order for relief under Title 11 of the United States Code;
 - ii. The making by Grantee of a general assignment for the benefit of creditors;
 - iii. The appointment of a general receiver or trustee in bankruptcy of Grantee's business or property; and/or

- d. No provision in this Agreement shall require Department to hold harmless or indemnify Grantee, insure or assume liability for Grantee's negligence, waive Department's sovereign immunity under the laws of Florida, or otherwise impose liability on Department for which it would not otherwise be responsible. Any provision, implication or suggestion to the contrary is null and void.

19. Limitation of Liability.

The Department's liability for any claim arising from this Agreement is limited to compensatory damages in an amount no greater than the sum of the unpaid balance of compensation due for goods or services rendered pursuant to and in compliance with the terms of the Agreement. Such liability is further limited to a cap of \$100,000.

20. Remedies.

Nothing in this Agreement shall be construed to make Grantee liable for force majeure events. Nothing in this Agreement, including financial consequences for nonperformance, shall limit Department's right to pursue its remedies for other types of damages under the Agreement, at law or in equity. The Department may, in addition to other remedies available to it, at law or in equity and upon notice to Grantee, retain such monies from amounts due Grantee as may be necessary to satisfy any claim for damages, penalties, costs and the like asserted by or against it.

21. Waiver.

The delay or failure by Department to exercise or enforce any of its rights under this Agreement shall not constitute or be deemed a waiver of Department's right thereafter to enforce those rights, nor shall any single or partial exercise of any such right preclude any other or further exercise thereof or the exercise of any other right.

22. Statutory Notices Relating to Unauthorized Employment and Subcontracts.

- a. The Department shall consider the employment by any Grantee of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If Grantee/subcontractor knowingly employs unauthorized aliens, such violation shall be cause for unilateral cancellation of this Agreement. The Grantee shall be responsible for including this provision in all subcontracts with private organizations issued as a result of this Agreement.
- b. Pursuant to Sections 287.133, 287.134, and 287.137 F.S., the following restrictions apply to persons placed on the convicted vendor list, discriminatory vendor list, or the antitrust violator vendor list:
- i. **Public Entity Crime.** A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity in excess of the threshold amount provided in Section 287.017, F.S., for CATEGORY TWO for a period of 36 months following the date of being placed on the convicted vendor list.
 - ii. **Discriminatory Vendors.** An entity or affiliate who has been placed on the discriminatory vendor list may not submit a bid, proposal, or reply on a contract to provide any goods or services to a public entity; may not submit a bid, proposal, or reply on a contract with a public entity for the construction or repair of a public building or public work; may not submit bids, proposals, or replies on leases of real property to a public entity; may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity; and may not transact business with any public entity.
 - iii. **Antitrust Violator Vendors.** A person or an affiliate who has been placed on the antitrust violator vendor list following a conviction or being held civilly liable for an antitrust violation may not submit a bid, proposal, or reply on any contract to provide any good or services to a public entity; may not submit a bid, proposal, or reply on any contract with a public entity for the construction or repair of a public building or public work; may not submit a bid, proposal, or reply on leases of real property to a public entity; may not be awarded or perform work as a Grantee, supplier, subcontractor, or consultant under a contract with a public entity; and may not transact new business with a public entity.
 - iv. **Notification.** The Grantee shall notify Department if it or any of its suppliers, subcontractors, or consultants have been placed on the convicted vendor list, the discriminatory vendor list, or antitrust violator vendor list during the life of the Agreement. The Florida Department of Management Services is responsible for maintaining the discriminatory vendor list and the antitrust violator vendor list and posts the list on its website. Questions regarding the discriminatory vendor list or antitrust violator vendor list may be directed to the Florida Department of Management Services, Office of Supplier Diversity, at (850) 487-0915.

The Grantee shall maintain books, records and documents directly pertinent to performance under this Agreement in accordance with United States generally accepted accounting principles (US GAAP) consistently applied. The Department, the State, or their authorized representatives shall have access to such records for audit purposes during the term of this Agreement and for five (5) years following the completion date or termination of the Agreement. In the event that any work is subcontracted, Grantee shall similarly require each subcontractor to maintain and allow access to such records for audit purposes. Upon request of Department's Inspector General, or other authorized State official, Grantee shall provide any type of information the Inspector General deems relevant to Grantee's integrity or responsibility. Such information may include, but shall not be limited to, Grantee's business or financial records, documents, or files of any type or form that refer to or relate to Agreement. The Grantee shall retain such records for the longer of: (1) three years after the expiration of the Agreement; or (2) the period required by the General Records Schedules maintained by the Florida Department of State (available at: <http://dos.myflorida.com/library-archives/records-management/general-records-schedules/>).

28. Audits.

- a. **Inspector General.** The Grantee understands its duty, pursuant to Section 20.055(5), F.S., to cooperate with the inspector general in any investigation, audit, inspection, review, or hearing. The Grantee will comply with this duty and ensure that its sub-grantees and/or subcontractors issued under this Agreement, if any, impose this requirement, in writing, on its sub-grantees and/or subcontractors, respectively.
- b. **Physical Access and Inspection.** Department personnel shall be given access to and may observe and inspect work being performed under this Agreement, with reasonable notice and during normal business hours, including by any of the following methods:
 - i. Grantee shall provide access to any location or facility on which Grantee is performing work, or storing or staging equipment, materials or documents;
 - ii. Grantee shall permit inspection of any facility, equipment, practices, or operations required in performance of any work pursuant to this Agreement; and,
 - iii. Grantee shall allow and facilitate sampling and monitoring of any substances, soils, materials or parameters at any location reasonable or necessary to assure compliance with any work or legal requirements pursuant to this Agreement.
- c. **Special Audit Requirements.** The Grantee shall comply with the applicable provisions contained in Attachment 5, Special Audit Requirements. Each amendment that authorizes a funding increase or decrease shall include an updated copy of Exhibit 1, to Attachment 5. If Department fails to provide an updated copy of Exhibit 1 to include in each amendment that authorizes a funding increase or decrease, Grantee shall request one from the Department's Grants Manager. The Grantee shall consider the type of financial assistance (federal and/or state) identified in Attachment 5, Exhibit 1 and determine whether the terms of Federal and/or Florida Single Audit Act Requirements may further apply to lower tier transactions that may be a result of this Agreement. For federal financial assistance, Grantee shall utilize the guidance provided under 2 CFR §200.331 for determining whether the relationship represents that of a subrecipient or vendor. For State financial assistance, Grantee shall utilize the form entitled "Checklist for Nonstate Organizations Recipient/Subrecipient vs Vendor Determination" (form number DFS-A2-NS) that can be found under the "Links/Forms" section appearing at the following website: <https://apps.fldfs.com/dfsaa>.
- d. **Proof of Transactions.** In addition to documentation provided to support cost reimbursement as described herein, Department may periodically request additional proof of a transaction to evaluate the appropriateness of costs to the Agreement pursuant to State guidelines (including cost allocation guidelines) and federal, if applicable. Allowable costs and uniform administrative requirements for federal programs can be found under 2 CFR 200. The Department may also request a cost allocation plan in support of its multipliers (overhead, indirect, general administrative costs, and fringe benefits). The Grantee must provide the additional proof within thirty (30) days of such request.
- e. **No Commingling of Funds.** The accounting systems for all Grantees must ensure that these funds are not commingled with funds from other agencies. Funds from each agency must be accounted for separately. Grantees are prohibited from commingling funds on either a program-by-program or a project-by-project basis. Funds specifically budgeted and/or received for one project may not be used to support another project. Where a Grantee's, or subrecipient's, accounting system cannot comply with this requirement, Grantee, or subrecipient, shall establish a system to provide adequate fund accountability for each project it has been awarded.
 - i. If Department finds that these funds have been commingled, Department shall have the right to demand a refund, either in whole or in part, of the funds provided to Grantee under this Agreement for non-compliance with the material terms of this Agreement. The Grantee, upon such written notification from Department shall refund, and shall forthwith pay to Department, the amount of

If a court of competent jurisdiction deems any term or condition herein void or unenforceable, the other provisions are severable to that void provision, and shall remain in full force and effect.

36. Grantee's Employees, Subcontractors and Agents.

All Grantee employees, subcontractors, or agents performing work under the Agreement shall be properly trained technicians who meet or exceed any specified training qualifications. Upon request, Grantee shall furnish a copy of technical certification or other proof of qualification. All employees, subcontractors, or agents performing work under Agreement must comply with all security and administrative requirements of Department and shall comply with all controlling laws and regulations relevant to the services they are providing under the Agreement.

37. Assignment.

The Grantee shall not sell, assign, or transfer any of its rights, duties, or obligations under the Agreement, or under any purchase order issued pursuant to the Agreement, without the prior written consent of Department. In the event of any assignment, Grantee remains secondarily liable for performance of the Agreement, unless Department expressly waives such secondary liability. The Department may assign the Agreement with prior written notice to Grantee of its intent to do so.

38. Compensation Report.

If this Agreement is a sole-source, public-private agreement or if the Grantee, through this agreement with the State, annually receive 50% or more of their budget from the State or from a combination of State and Federal funds, the Grantee shall provide an annual report, including the most recent IRS Form 990, detailing the total compensation for the entities' executive leadership teams. Total compensation shall include salary, bonuses, cashed-in leave, cash equivalents, severance pay, retirement benefits, deferred compensation, real-property gifts, and any other payout. The Grantee must also inform the Department of any changes in total executive compensation between the annual reports. All compensation reports must indicate what percent of compensation comes directly from the State or Federal allocations to the Grantee.

39. Execution in Counterparts and Authority to Sign.

This Agreement, any amendments, and/or change orders related to the Agreement, may be executed in counterparts, each of which shall be an original and all of which shall constitute the same instrument. In accordance with the Electronic Signature Act of 1996, electronic signatures, including facsimile transmissions, may be used and shall have the same force and effect as a written signature. Each person signing this Agreement warrants that he or she is duly authorized to do so and to bind the respective party to the Agreement.

8. Insurance Requirements

Required Coverage. At all times during the Agreement the Grantee, at its sole expense, shall maintain insurance coverage of such types and with such terms and limits described below. The limits of coverage under each policy maintained by the Grantee shall not be interpreted as limiting the Grantee's liability and obligations under the Agreement. All insurance policies shall be through insurers licensed and authorized to issue policies in Florida, or alternatively, Grantee may provide coverage through a self-insurance program established and operating under the laws of Florida. Additional insurance requirements for this Agreement may be required elsewhere in this Agreement, however the minimum insurance requirements applicable to this Agreement are:

- a. **Commercial General Liability Insurance.**
The Grantee shall provide adequate commercial general liability insurance coverage and hold such liability insurance at all times during the Agreement. The Department, its employees, and officers shall be named as an additional insured on any general liability policies. The minimum limits shall be \$250,000 for each occurrence and \$500,000 policy aggregate.
- b. **Commercial Automobile Insurance.**
If the Grantee's duties include the use of a commercial vehicle, the Grantee shall maintain automobile liability, bodily injury, and property damage coverage. Insuring clauses for both bodily injury and property damage shall provide coverage on an occurrence basis. The Department, its employees, and officers shall be named as an additional insured on any automobile insurance policy. The minimum limits shall be as follows:

\$200,000/300,000	Automobile Liability for Company-Owned Vehicles, if applicable
\$200,000/300,000	Hired and Non-owned Automobile Liability Coverage
- c. **Workers' Compensation and Employer's Liability Coverage.**
The Grantee shall provide workers' compensation, in accordance with Chapter 440, F.S. and employer liability coverage with minimum limits of \$100,000 per accident, \$100,000 per person, and \$500,000 policy aggregate. Such policies shall cover all employees engaged in any work under the Grant.
- d. **Other Insurance.** None.

9. Quality Assurance Requirements.

There are no special Quality Assurance requirements under this Agreement.

10. Retainage.

No retainage is required under this Agreement.

11. Subcontracting.

The Grantee may subcontract work under this Agreement without the prior written consent of the Department's Grant Manager except for certain fixed-price subcontracts pursuant to this Agreement, which require prior approval. The Grantee shall submit a copy of the executed subcontract to the Department prior to submitting any invoices for subcontracted work. Regardless of any subcontract, the Grantee is ultimately responsible for all work to be performed under this Agreement.

12. State-owned Land.

The work will not be performed on State-owned land.

13. Office of Policy and Budget Reporting.

The Grantee will identify the expected return on investment for this project and provide this information to the Governor's Office of Policy and Budget (OPB) within three months of execution of this Agreement. For each full calendar quarter thereafter, the Grantee will provide quarterly update reports directly to OPB, no later than 20 days after the end of each quarter, documenting the positive return on investment to the state that results from the Grantee's project and its use of funds provided under this Agreement. Quarterly reports will continue until the Grantee is instructed by OPB that no further reports are needed, or until the end of this Agreement, whichever occurs first. All reports shall be submitted electronically to OPB at env.roi@laspbs.state.fl.us, and a copy shall also be submitted to the Department at legislativeaffairs@floridaDEP.gov.

14. Common Carrier.

- a. Applicable to contracts with a common carrier – firm/person/corporation that as a regular business transports people or commodities from place to place. If applicable, Contractor must also fill out and

ATTACHMENT 3 GRANT WORK PLAN

PROJECT TITLE: Cedar Key Lift Station Rehabilitation

PROJECT LOCATION: The Project will be located in the City of Cedar Key within Levy County; Lat/Long (29.1386, -83.0351).

PROJECT BACKGROUND:

The City of Cedar Key (Grantee) has 17 Lift Stations that were put into service in 1984, but 5 of these lift stations are considered in a critical state due to their locations and elevations: During heavy rainfall, these lift stations become submerged and are at risk for direct discharge into surrounding coastal waterways. The surrounding waters that could be impacted are critical due to the shellfish habitat.

PROJECT DESCRIPTION:

The purpose of this project is to rehabilitate approximately 5 lift stations by replacing the pumps, providing water tight seals, and raising the control panels to an elevation that will not be flooded during heavy rainfall. The rehabilitation of these 5 lift stations will provide protection to the surrounding coastal waterways.

TASKS: All documentation should be submitted electronically unless otherwise indicated.

Task 1: Design and Permitting

Deliverables: The Grantee will complete the design of the lift stations, and obtain all necessary permits for construction of the project.

Documentation: The Grantee will submit: 1) a signed acceptance of the completed work to date, as provided in the Grantee's Certification of Payment Request; and 2) a summary of design activities to date, indicating the percentage of design completion for the time period covered in the payment request. For the final documentation, the Grantee will also submit a copy of the design completed with the funding provided for this task and a list of all required permits identifying issue dates and issuing authorities.

Performance Standard: The Department's Grant Manager will review the documentation to verify that the deliverables have been completed as described above. Upon review and written acceptance by the Department's Grant Manager, the Grantee may proceed with payment request submittal.

Payment Request Schedule: The Grantee may submit a payment request for cost reimbursement no more frequently than monthly.

Task 2: Bidding and Contractor Selection

Deliverables: The Grantee will prepare a bid package, publish a public notice, solicit bids, conduct pre-bid meetings, and respond to bid questions in accordance with the Grantee's procurement process, to select one or more qualified and licensed contractors to complete construction of the lift stations.

Documentation: The Grantee will submit: 1) the public notice of advertisement for the bid; 2) the bid package; and 3) a written notice of selected contractor(s).

PROJECT TIMELINE & BUDGET DETAIL:

The tasks must be completed by, and all documentation received by, the corresponding task end date. Cost reimbursable grant funding must not exceed the budget amounts as indicated below. Match funding shall be provided at minimum in the categories indicated below.

Task No.	Task Title	Budget Category	Grant Amount	Task Start Date	Task End Date
1	Design and Permitting	Contractual Services	\$250,000	07/01/2022	07/31/2024
2	Bidding and Contractor Selection	Contractual Services	\$25,000	07/01/2022	07/31/2024
3	Construction	Contractual Services	\$1,975,000	07/01/2022	07/31/2024
4	Project Management	Contractual Services	\$250,000	07/01/2022	07/31/2024
Total:			\$2,500,000		

**STATE OF FLORIDA
DEPARTMENT OF ENVIRONMENTAL PROTECTION
Public Records Requirements**

Attachment 4

1. Public Records.

- a. If the Agreement exceeds \$35,000.00, and if Grantee is acting on behalf of Department in its performance of services under the Agreement, Grantee must allow public access to all documents, papers, letters, or other material, regardless of the physical form, characteristics, or means of transmission, made or received by Grantee in conjunction with the Agreement (Public Records), unless the Public Records are exempt from section 24(a) of Article I of the Florida Constitution or section 119.07(1), F.S.
- b. The Department may unilaterally terminate the Agreement if Grantee refuses to allow public access to Public Records as required by law.

2. Additional Public Records Duties of Section 119.0701, F.S., If Applicable.

For the purposes of this paragraph, the term “contract” means the “Agreement.” If Grantee is a “contractor” as defined in section 119.0701(1)(a), F.S., the following provisions apply and the contractor shall:

- a. Keep and maintain Public Records required by Department to perform the service.
- b. Upon request, provide Department with a copy of requested Public Records or allow the Public Records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in Chapter 119, F.S., or as otherwise provided by law.
- c. A contractor who fails to provide the Public Records to Department within a reasonable time may be subject to penalties under section 119.10, F.S.
- d. Ensure that Public Records that are exempt or confidential and exempt from Public Records disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and following completion of the contract if the contractor does not transfer the Public Records to Department.
- e. Upon completion of the contract, transfer, at no cost, to Department all Public Records in possession of the contractor or keep and maintain Public Records required by Department to perform the service. If the contractor transfers all Public Records to Department upon completion of the contract, the contractor shall destroy any duplicate Public Records that are exempt or confidential and exempt from Public Records disclosure requirements. If the contractor keeps and maintains Public Records upon completion of the contract, the contractor shall meet all applicable requirements for retaining Public Records. All Public Records stored electronically must be provided to Department, upon request from Department’s custodian of Public Records, in a format specified by Department as compatible with the information technology systems of Department. These formatting requirements are satisfied by using the data formats as authorized in the contract or Microsoft Word, Outlook, Adobe, or Excel, and any software formats the contractor is authorized to access.
- f. **IF THE CONTRACTOR HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, F.S., TO THE CONTRACTOR’S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THE CONTRACT, CONTACT THE DEPARTMENT’S CUSTODIAN OF PUBLIC RECORDS AT:**

Telephone: (850) 245-2118

Email: public.services@floridadep.gov

**Mailing Address: Department of Environmental Protection
ATTN: Office of Ombudsman and Public Services
Public Records Request
3900 Commonwealth Boulevard, MS 49
Tallahassee, Florida 32399**

PART II: STATE FUNDED

This part is applicable if the recipient is a nonstate entity as defined by Section 215.97(2), Florida Statutes.

1. In the event that the recipient expends a total amount of state financial assistance equal to or in excess of \$750,000 in any fiscal year of such recipient (for fiscal years ending June 30, 2017, and thereafter), the recipient must have a State single or project-specific audit for such fiscal year in accordance with Section 215.97, F.S.; Rule Chapter 69I-5, F.A.C., State Financial Assistance; and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General. EXHIBIT 1 to this form lists the state financial assistance awarded through the Department of Environmental Protection by this agreement. In determining the state financial assistance expended in its fiscal year, the recipient shall consider all sources of state financial assistance, including state financial assistance received from the Department of Environmental Protection, other state agencies, and other nonstate entities. State financial assistance does not include federal direct or pass-through awards and resources received by a nonstate entity for Federal program matching requirements.
2. In connection with the audit requirements addressed in Part II, paragraph 1; the recipient shall ensure that the audit complies with the requirements of Section 215.97(8), Florida Statutes. This includes submission of a financial reporting package as defined by Section 215.97(2), Florida Statutes, and Chapters 10.550 (local governmental entities) or 10.650 (nonprofit and for-profit organizations), Rules of the Auditor General.
3. If the recipient expends less than \$750,000 in state financial assistance in its fiscal year (for fiscal year ending June 30, 2017, and thereafter), an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, is not required. In the event that the recipient expends less than \$750,000 in state financial assistance in its fiscal year, and elects to have an audit conducted in accordance with the provisions of Section 215.97, Florida Statutes, the cost of the audit must be paid from the non-state entity's resources (i.e., the cost of such an audit must be paid from the recipient's resources obtained from other than State entities).
4. For information regarding the Florida Catalog of State Financial Assistance (CSFA), a recipient should access the Florida Single Audit Act website located at <https://apps.fldfs.com/fsaa> for assistance. In addition to the above websites, the following websites may be accessed for information: Legislature's Website at <http://www.leg.state.fl.us/Welcome/index.cfm>, State of Florida's website at <http://www.myflorida.com/>, Department of Financial Services' Website at <http://www.fldfs.com/> and the Auditor General's Website at <http://www.myflorida.com/audgen/>.

PART III: OTHER AUDIT REQUIREMENTS

(NOTE: This part would be used to specify any additional audit requirements imposed by the State awarding entity that are solely a matter of that State awarding entity's policy (i.e., the audit is not required by Federal or State laws and is not in conflict with other Federal or State audit requirements). Pursuant to Section 215.97(8), Florida Statutes, State agencies may conduct or arrange for audits of State financial assistance that are in addition to audits conducted in accordance with Section 215.97, Florida Statutes. In such an event, the State awarding agency must arrange for funding the full cost of such additional audits.)

PART IV: REPORT SUBMISSION

1. Copies of reporting packages for audits conducted in accordance with 2 CFR Part 200, Subpart F-Audit Requirements, and required by PART I of this form shall be submitted, when required by 2 CFR 200.512, by or on behalf of the recipient directly to the Federal Audit Clearinghouse (FAC) as provided in 2 CFR 200.36 and 200.512
 - A. The Federal Audit Clearinghouse designated in 2 CFR §200.501(a) (the number of copies required by 2 CFR §200.501(a) should be submitted to the Federal Audit Clearinghouse), at the following address:

5. Recipients, when submitting financial reporting packages to the Department of Environmental Protection for audits done in accordance with 2 CFR 200, Subpart F-Audit Requirements, or Chapters 10.550 (local governmental entities) and 10.650 (non and for-profit organizations), Rules of the Auditor General, should indicate the date and the reporting package was delivered to the recipient correspondence accompanying the reporting package.

PART V: RECORD RETENTION

The recipient shall retain sufficient records demonstrating its compliance with the terms of the award and this Agreement for a period of five (5) years from the date the audit report is issued, and shall allow the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General access to such records upon request. The recipient shall ensure that audit working papers are made available to the Department of Environmental Protection, or its designee, Chief Financial Officer, or Auditor General upon request for a period of three (3) years from the date the audit report is issued, unless extended in writing by the Department of Environmental Protection.

Note: If the resources awarded to the recipient for matching represent more than one federal program, provide the same information shown below for each federal program and show total state resources awarded for matching.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Matching Resources for Federal Programs:					
Federal Program	Federal Agency	CFDA	CFDA Title	Funding Amount	State Appropriation Category
Federal Program A					
Federal Program B					

Note: If the resources awarded to the recipient represent more than one state project, provide the same information shown below for each state project and show total state financial assistance awarded that is subject to section 215.97, F.S.

State Resources Awarded to the Recipient Pursuant to this Agreement Consist of the Following Resources Subject to Section 215.97, F.S.:						
State Program	State Awarding Agency	State Fiscal Year ¹	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category
Original Agreement	Department of Environmental Protection	FY22-23	37.039	Statewide Surface Water Restoration and Wastewater Projects	2,500,000.00	140047
State Program B	State Awarding Agency	State Fiscal Year ²	CSFA Number	CSFA Title or Funding Source Description	Funding Amount	State Appropriation Category

Total Award	\$2,500,000.00
--------------------	-----------------------

Note: List applicable compliance requirement in the same manner as illustrated above for federal resources. For matching resources provided by the Department for DEP for federal programs, the requirements might be similar to the requirements for the applicable federal programs. Also, to the extent that different requirements pertain to different amount for the non-federal resources, there may be more than one grouping (i.e. 1, 2, 3, etc.) listed under this category.

For each program identified above, the recipient shall comply with the program requirements described in the Catalog of Federal Domestic Assistance (CFDA) [www.cfda.gov] and/or the Florida Catalog of State Financial Assistance (CSFA) [https://apps.fldfs.com/fsaa/searchCatalog.aspx], and State Projects Compliance Supplement (Part Four: State Projects Compliance Supplement [https://apps.fldfs.com/fsaa/state_project_compliance.aspx]. The services/purposes for which the funds are to be used are included in the Agreement's Grant Work Plan. Any match required by the Recipient is clearly indicated in the Agreement.

¹ Subject to change by Change Order.
² Subject to change by Change Order.

Completion Status for Tasks

Indicate the completion status for the following tasks, if included in the Grant Work Plan. For construction, the estimated completion percentage should represent the work being funded under this Agreement.

Design (Plans/Submittal): 30% , 60% , 90% , 100%

Permitting (Completed): Yes , No

Construction (Estimated): _____ %

This report is submitted in accordance with the reporting requirements of the above DEP Agreement number and accurately reflects the activities associated with the project.

Signature of Grantee's Grant Manager
(Original Ink or Digital Timestamp)

Date

From: Rosenthal, Evan <erosenthal@ngn-tally.com>
Sent: Friday, October 14, 2022 1:41 PM
To: james@ckwater.org
Cc: Alicia@ckwater.org; 'joe hand'
Subject: W3C Agreement Comments
Attachments: Waccasassa Water & Wastewater Cooperative Interlocal Agreement. EJR 10.14.22.rtf

Hi James, attached are some comments and suggested edits (in track changes mode) from my first cut through the W3C agreement. I've been at a conference most of the week and haven't had a chance to do a deep dive into this – I will likely have additional edits/comments once I've had a chance to do a more thorough review.

Looking forward to further discussion on Monday.

Thanks,

Evan

Evan J. Rosenthal, Esq.
**Nabors
Giblin &
Nickerson**
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Tallahassee, Florida 32308
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erosenthal@ngn-tally.com

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INTERLOCAL AGREEMENT RELATING
TO ESTABLISHMENT OF THE
WACASSASA WATER AND
WASTEWATER COOPERATIVE

**INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT
OF THE WACASSASA WATER AND WASTEWATER
COOPERATIVE**

THIS INTERLOCAL AGREEMENT creating the Wacassasa Water and
Wastewater Cooperative, hereinafter referred to as "W3C" or "the
Cooperative," is made and entered into
this ____ day of _____ 2022, pursuant to Section 163.01(7),

Florida Statutes, between the County of Levy in the State of Florida, Town of Bronson in the County of Levy, State Florida, the Town of Otter Creek in the County of Levy, State of Florida, the Town of Cedar Key in the County of Levy, State of Florida, and the Cedar Key Water and Sewer District, an independent special district government entity. ~~body politic of the State of Florida shall bear~~
WITNESS THAT;

Comment [RE1]: Formatting needs to be cleaned up in this section and throughout the document.

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WITNESSETH

WHEREAS, the Cooperative desires to establish a unified entity relating to water, wastewater, and reclaimed water services; and

WHEREAS, each of the parties has the power to acquire, own, improve, operate and maintain water and wastewater utility facilities pursuant to the Florida Constitution's grant of the privilege of self- government and/or specialized functional authority, and Chapter 125, Florida Statutes; and

WHEREAS, ~~Part I of Chapter 163~~Section 163.01, Florida Statutes (the "Interlocal Act"), permits the Cooperative, comprised of public agencies under the Interlocal Act, to enter into Interlocal Agreements with each other to exercise jointly any power, privilege or authority which they have in common and which each might exercise separately, enabling the Cooperative to make the most efficient use of their powers through mutual cooperation for their mutual benefit and thereby provide services and facilities in a manner and pursuant to forms of governmental organization that will best serve the present and future needs of the area encompassed; and

WHEREAS, Section 163.01(7)(g), Florida Statutes, authorizes the constituent parties, through the medium of an Interlocal Agreement to create a separate legal entity to exercise collectively their inherent power to acquire,

own, improve, operate and maintain water and wastewater utility facilities; and

WHEREAS, any party hereto may continue to own and operate a potable water distribution system to distribute potable water within their respective utility service areas, and may continue to own and operate a wastewater collection and treatment system to provide wastewater collection and treatment service within their respective utility service areas ; and

WHEREAS, the Cooperative desires to ensure cost-effective and reliable water, wastewater, and reclaimed water services suitable to serve the present and prospective needs of their citizens; and

WHEREAS, the parties have determined that it is in their best interests to create a new legal entity to acquire, own, improve, operate and maintain water and wastewater utilities, ~~recognizing that:~~

~~(1) It is in the best interests of those residents of the service area that utility benefits be afforded them.~~

~~(2) Certain areas, notably sections of the Town of Bronson, enjoy the availability of superior water quality and the abundance thereof while others struggle to maintain adequate water service and quality.~~

~~(3) The participating local government entities must meet the comprehensive planning requirements of Chapter 163, Florida Statutes, which mandate that Florida local governments, including the instant Cooperative, coordinate their plans for future growth with available sources of funding and the availability of infrastructure. The provision of water and wastewater utilities is a major factor in such infrastructure coordination. Public ownership of water and wastewater utility facilities is more desirable and more readily allows for Florida local governments to meet their statutory mandate with respect to the~~

utilities element of their respective comprehensive plans.

~~(4) The establishment of this newly created legal entity will ensure that the customers of the water and wastewater facilities owned by the Cooperative are provided the best, most cost-effective service and assure that proper future expansion of the water, wastewater, and reclamation facilities will occur to meet the demands of development in and of each affected entity.~~

WHEREAS, in order to more effectively address the responsibilities and obligations of local governments with respect to the growth and development of a regional water supply, it is the desire of the parties to enter into this Interlocal Agreement for the W3C;

NOW, THEREFORE, in consideration of the foregoing and the covenants herein, it is mutually agreed and understood by and among the parties hereto that the "Wacassasa Water and Wastewater Cooperative" shall be and is hereby created as a legal entity and public body with all the privileges, benefits, powers and authority conferred by law and by the provisions of this agreement.

ARTICLE I

**PREAMBLE/RATIONALE AND BASIC
PARAMETERS**

~~It is an established fact that~~ **the water supply in certain areas of the Town of Bronson is plentiful and the water itself of exceptional purity, whereas the other parties to this agreement are encountering difficulties with providing their citizenry with the quality of water that is desirable. As a consequence, the municipal entities in question, with the participation of the County of Levy Levy County and the Cedar Key Water and Sewer District where they are situate, after much study, evaluation and consideration (See report of Wetland Solutions, Inc) have decided to enter into this Interlocal Agreement and form the a cooperative entity as detailed herein to ameliorate any present or potential substandard condition by sharing high quality potable water and the collective requirements for wastewater management, utilizing existing facilities and any additional facilities which they shall determine to be necessary to accomplish the stated objects. The cooperative created is to be managed by a Board of Directors representing the constituent parties and a General Manager to oversee operations, planning and administration on a day to day basis, all as more specifically detailed below.**

While this agreement will attempt with reasonable specificity to recognize and relate the essential goals and constituent elements of the facilities to be eprovided, it is intended that there shall be flexibility of design and implementation, the overarching objective being the attainment of excellence in serving the public need.

Flexibility shall likewise be a governing principle with respect to any provisions for financing, rate structure and related items for the Cooperative, with the understanding that both the financial and design/implementation aspects will evolve with time and experience and this agreement contemplates events accordingly.

It is an abiding object and purpose of this agreement to secure necessary financing from those state, local and federal agencies and programs that are available for such and full authority to take all necessary steps in applying therefor, with Board approval, is afforded and shall be availed of.

The service area of the Cooperative shall be as delineated on the map(s) attached hereto by way of appendix and includes peripheral considerations. All planning shall take account of both existing and anticipated development and the needs associated therewith.

Comment [RE2]: Where is the service area? That needs to be provided for review.

Comment [RE3]: The formatting of this section needs to be addressed.

**ARTICLE II
CREATION AND GOVERNANCE**

SECTION 2.01. CREATION

A-The parties hereby provide for and create this organization pursuant to the provisions of Section 163.01, Florida Statutes, and other applicable law to be known as the Wacassasa Water and Wastewater Cooperative (W3C).

Comment [RE4]: There are a lot of capitalized terms throughout this agreement. A definition section should be created for all such capitalized/defined terms.

SECTION 2.02. PURPOSE

A. The purposes of the W3C shall be:

1. To acquire water, wastewater, and/or reclaimed utility facilities and systems throughout the service area;
2. To acquire, construct, own, improve, operate, manage and maintain required facilities and sites as necessary;
3. To provide the most economic and efficient water, wastewater, and reclaimed utility services throughout the service area in a manner that is most beneficial and non-discriminatory;
4. To have plenary authority over its facilities and processes with the right to dispose of, allow the use of and generally implement same as shall be deemed best in the public interest.

B. The creation and organization of the W3C and the fulfillment of its objectives serves a public purpose, and is, in all respects, for the benefit of the people of this State, the parties and their constituents. W3C is performing an essential governmental function. All property of W3C is and shall in all respects be public property, and the title to such property shall be held by it for the benefit of the public. The use of such property shall be considered to serve a public purpose until disposed of upon such terms as the Cooperative may deem appropriate. To the full extent provided by law all obligations relating thereto and interest or income thereon and all the property, facilities, services, activities, and revenues of W3C are declared to be nontaxable for any and all purposes

by the State or federal government or any unit of the State or federal government to the same extent as if owned or issued by or on behalf of any of the parties.

SECTION 2.03. POWERS AND DUTIES.

A. The W3C shall have the following powers, in addition to and supplementing any other privileges, benefits, and powers granted by Section 163.01, Florida Statutes and other applicable laws;

1. To make and execute contracts or other instruments necessary or convenient to the exercise of its powers.

2. To sue and be sued in its own name.

3. To maintain an office or offices at such place or places as the Board may designate from time to time.

4. To hold, control and acquire by donation or purchase, or dispose of, any public easements, dedications to public use, platted reservations for public purposes, or any reservations for those purposes authorized by this Agreement and to make use of such easements, dedications and reservations for any of the purposes authorized by this Agreement.

5. To lease, as lessor or lessee, to or from any person, firm, corporation, association or body, public or private, facilities or property of any nature to carry out any of the purposes authorized by this Agreement.

6. To borrow money and issue bonds, certificates, warrants, notes, obligations or other evidence of indebtedness.

7. To assess, levy, impose, collect and enforce special assessments to provide Assessable Improvements upon all or any portion of the lands located within its service area. Such special assessments shall be presented to and approved by the respective Authority ~~Member~~ W3C Member governing bodies of the parties,

Comment [RE5]: Fix formatting of this paragraph.

however, prior to final action by the Cooperative. Such special assessments may be apportioned among benefited ~~imposed on property only~~ in a manner ~~proportionate to the benefit afforded or commensurate with the burden relieved by the maintenance and use of property~~ based upon such factors or combination of factors as determined by resolution of the Board. Such special assessments may, in the discretion of the Board, be imposed, collected and enforced using any method and procedure authorized by law, including Section 197.3632, Florida Statutes; or the Board may adopt by resolution its own method or procedures or use any other method or means for levy, imposition, collection and enforcement not inconsistent with law.ⁱ

7.

~~8.1. Imposed on property only in a manner proportionate to the benefit afforded or commensurate with the burden relieved by the maintenance and use of property based upon such factors or combination of factors as determined by resolution of the Board. Such special assessments may, in the discretion of the Board, be imposed, collected and enforced using any method and procedure authorized by law, including Section 197.3632, Florida Statutes; or the Board may adopt by resolution its own method or procedures or use any other method or means for levy, imposition, collection and enforcement not inconsistent with law.~~

9.8. To apply for and accept grants, loans and subsidies from any governmental entity for the acquisition, construction, operation and maintenance of the Authority Facilities, and to comply with all requirements and conditions imposed in connection therewith.

9. To the extent allowed by law and to the extent required to effectuate the purposes hereof, to exercise all privileges, immunities and exemptions accorded municipalities and counties of the State under the provisions of the constitution and laws of the State.

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Comment [RE7]: This term appears throughout the document. Should this be WC3 facilities?

~~10.—~~

~~11.10._____~~ To acquire water and water rights; develop, store, and transport water; and sell water either wholesale or retail in the manner provided herein.

~~12.11._____~~ To acquire, construct, own, operate, manage, maintain, dispose of, improve and expand the Authority Facilities, and to have the exclusive control and jurisdiction thereof.

~~13.12._____~~ To acquire, by purchase, gift, devise or otherwise, and to dispose of, real or personal property, or any estate therein. To the extent the power of eminent domain is available to W3C in accordance with applicable law, in particular the Interlocal Act, such power may be exercised by W3C both within and outside the Service Area for the purpose of carrying out the intent of this Interlocal Agreement.

~~14.13._____~~ To the extent permitted by law, to provide for mandatory water, wastewater, and reclaimed water connections of potential customers located in a Service Area.

~~15.—~~To fix, levy and collect rates, fees and other charges (including connection fees) from persons or property, or both, for the use of W3C's services, facilities and product or to pay the operating or financing costs of the facilities and services available to potential users; to provide for automatic annual adjustments to rates, fees and other charges in such manner as authorized for utilities regulated under Chapter 367, Florida Statutes, or in such other manner as the Board deems appropriate; to fix and collect charges for making connections and, to the extent provided by law, to provide for reasonable penalties to be imposed on any users or property for any such rates, fees or charges that are delinquent.

~~16. . property for any such rates, fees or charges that are delinquent.~~

Comment [RE8]: See above.

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47.14._____ To contract with one or more private or public entities or persons for the purpose of carrying out any of its powers and for that purpose to contract with such other entities for the purpose of financing such acquisitions and operations, and for the division and apportionment of the benefits, services and products therefrom. Such contracts may contain such other and further covenants and agreements as may be necessary and convenient to accomplish the purposes hereof.

48.15._____ To enter into other Interlocal agreements or join with any other special purpose or general purpose local governments, special districts, public agencies or authorities in the exercise of common powers or to assist the Authority in acquiring land and rights or interests therein.

~~19.16.~~ To contract for the service of engineers, accountants, attorneys, rate consultants, and other experts or consultants, and such other agents and employees as the Board may require or deem appropriate.

~~20.17.~~ To develop, implement, disseminate, publicize and otherwise encourage water conservation and reuse plans, programs and projects on behalf of one or more of the parties hereto in order to reduce the per capita usage of water.

~~21.18.~~ To contract with one or more of the parties or any private or public entity or person for operation, maintenance or management requirements.

~~22.~~ To accomplish construction directly or by advertising for construction bids and letting contracts for all or any part of construction or improvements to the lowest, best and responsible bidder or rejecting any and all bids at its sole discretion; provided, however, that the competitive bid requirement may be waived if
(A) the Board determines that emergency circumstances are present; or
(B) after consideration of all available alternative materials and systems, the Board determines that the specification of a sole material or system is justifiable based upon its design, cost, interchangeability or any other relevant factor.

~~23.19.~~ To issue obligations in the manner provided in the Revenue Bond Act of 1953, as amended, Part I, Chapter 159, Florida Statutes, or Part II, Chapter 159, Florida Statutes, provided, however, that such obligations shall not constitute a debt or obligation of any of the parties hereto, only the Cooperative which fact shall at all times be conspicuously represented and acknowledged.

Comment [RE9]: I don't think this needs to be covered here. This can be addressed in the Cooperative's procurement policy.

24.20. _____ Subject to such provisions and restrictions as may be set forth herein and in any Financing Document, to sell or otherwise dispose of the Authority Facilities, or any portion thereof, upon such terms as the Board deems appropriate. To enter into Utility Acquisition Agreements to affect such dispositions.

25.21. _____ To appoint advisory, administrative or operating boards or committees to assist the ~~NCRWA~~ in the exercise and performance of the powers and duties provided for under this Agreement.

Comment [RE10]: This term appears a few times throughout the document and needs to be corrected. I assume this is a relic from whatever document was used as a template for this agreement.

26.22. _____ To apply for, obtain, renew, modify, receive by assignment, and comply with any and all permits, licenses or other third party approvals necessary for the acquisition, development, construction, or operation of NCRWA's water, wastewater, or reclamation facilities.

27.23. _____ To assist ~~Authority Member~~ W3C Members in constructing and operating reclaimed water projects to optimize the use of reclaimed water to replace the need for potable water.

28.24. _____ To the extent provided by law, to require and enforce the use of services, products and facilities of the Authority whenever and wherever they are accessible, and to require and enforce the installation and dedication to the Authority of water, wastewater, and reclamation facilities or easements as a condition precedent to the provision of service by the Authority or by another entity authorized by the Authority to provide interim service until Authority services, products and facilities are available.

29.25. _____ To sell or otherwise dispose of the effluent, sludge, or other by-products as a result of water or wastewater treatment.

30.26. To construct, maintain and operate connecting, intercepting, or outlet wastewater and wastewater mains and pipes and water mains, conduits or pipelines in, along or under any streets, alleys, highways or other public places or ways regulated by or under the jurisdiction of the State or any political subdivision or municipal corporation when necessary or convenient.

27. To do all acts and things authorized by Florida Statutes and ~~the Florida Constitution and respective home rule power~~ as may be necessary or convenient for the conduct of its business in order to carry out the powers, duties, purposes, aims and objectives encompassed and prescribed in and by this Agreement.

28. To the extent permitted by law, to provide for mandatory potable and reclaimed water and wastewater connections of potential customers located in the Service Area upon availability of service by W3C.

29. To prescribe methods of pretreatment of industrial wastes not amenable to treatment with domestic wastewater before accepting such wastes for treatment and to refuse to accept such industrial wastes when not sufficiently pretreated as may be prescribed, and, to the extent permitted by law, to prescribe penalties for the refusal of any person or corporation to so pretreat such industrial wastes.

31-30. To the extent provided by law, to require and enforce the use of services, products and facilities of the Authority whenever and wherever they are accessible, and to require and enforce the installation and dedication to the Authority of potable and reclaimed water and wastewater facilities or easements as a condition precedent to the provision of service by the Authority or by another entity authorized by

the Authority to provide interim service until Authority services, products and facilities are available.

B. The service area of the W3C is established in Appendix A. The Cooperative may exercise rights, powers, privileges or authorities granted herein outside of the service area by an affirmative vote of the majority of the Board and the consent of any affected political entity.

Comment [RE11]: Service area needs to be provided for review.

SECTION 2.04. BOARD OF DIRECTORS.

A. All powers, privileges and duties invested in or vouchsafed to the W3C shall be exercised and performed by and through a Board of Directors; provided, however, that the exercise of any and all executive, administrative and ministerial powers may be delegated by the Board of Directors to a General Manager it shall appoint.

B. The Board shall be comprised of one Director from each party hereto with each director being entitled to one (1) vote.

C. Each ~~Authority Member~~ W3C Member shall appoint the Directors Board ~~Members within sixty~~

(60) days of adoption of this Agreement. The initial appointments for the positions in shall be for one (1) and two (2) year terms, and the initial terms shall be determined by ~~lot~~ at the Board's first meeting. Thereafter, the appointments shall be for terms of two (2) years.

Comment [RE12]: Why not just assign staggered initial terms now?

Comment [RE13]: Fix formatting

D. The terms of all Directors shall run commensurate with the fiscal year of the W3C.

E. Any Director may resign from all duties and responsibilities hereunder by giving at least thirty (30) calendar days prior written notice sent by registered or certified mail to the General Manager. Such notice shall state the date such resignation shall take effect and such resignation shall take effect on that date.

F. ~~Authority Member~~ W3C Members may only suspend or remove a Director involuntarily by the following process:

1. By resolution specifying facts sufficient to advise the Director as to the basis of his or her suspension or removal and after reasonable notice to the Director and an opportunity for the Director to be heard, the governing body of the ~~Authority Member~~ W3C Member may:

a) Suspend or remove from office any Director for malfeasance, misfeasance, neglect of duty, habitual drunkenness, incompetence, permanent inability to perform his or her official duties.

b) Suspend from office any Director who is arrested for a felony or for a misdemeanor related to the duties of office or who is indicted or informed against for the commission of any federal felony or misdemeanor or state felony or misdemeanor.

The governing body of a party may remove from office any Director who is convicted of a federal or state felony or misdemeanor. For the purpose of this subsection, any person who pleads guilty or nolo contendere or who is found guilty shall be deemed to have been convicted, notwithstanding a suspension of sentence or a withholding of adjudication.

2. A suspended Director may, at any time before his or her removal, be reinstated by the governing body of the Authority ~~Member~~W3C Member in its discretion.

3. The suspension of a Director by the governing body of a party shall be deemed to create a temporary vacancy in such office during the suspension. Such temporary vacancy shall be filled by a temporary appointment for the period of the suspension, not to extend beyond the term of office of the suspended Director. Such temporary appointment shall be made by the governing body of the party represented and shall meet the residency and homestead requirements set forth in this Agreement.

4. No Director who has been suspended from office under this section may perform any official act, duty, or function during his or her suspension, or be entitled to any of the privileges of his or her office during suspension.

5. If the Director is acquitted or found not guilty or is otherwise cleared of the charges that led to suspension the governing body of the party appointing the director in question

Shall b required forthwith revoke the suspension and restore such Director to office unless the suspended director's term of office shall have expired.!

Comment [RE14]: Authority Members should be free to remove/replace their appointed Directors at will. This paragraph should be revised accordingly.

SECTION 2.05. BOARD MEETINGS. The Board shall meet on a regular basis at such times and at such places as determined by the Board; provided, however, special meetings may be called by the Chairperson and in his or her absence, by the Vice-Chairperson. All Board Meetings shall be held pursuant to Section 286.011, Florida Statutes, and other applicable laws.

SECTION 2.06. QUORUM AND VOTING.

A. A quorum for the transaction of business at any regular or special meeting of the Board shall consist of a majority of Directors. Notwithstanding the foregoing, a majority of the Directors present at any meeting may act to continue the meeting to any time and date specified in such action.

B. Each Director shall be entitled to one (1) vote. Except as specifically otherwise provided Board action shall require a majority vote of the Directors present.

C. The following Board actions shall require a unanimous vote of the Board of Directors:

- 1) Approval to incur debt.
- 2) Dismissal of the General Manager.

3) Purchase of water, wastewater, and/or reclamation facilities or any portion thereof.

4) Sale or other disposition of W3C water, wastewater, and/or reclamation facilities or any portion thereof.

5) Contracts with a party or any private or public entity or person for the operation or management of water or wastewater facilities owned or operated by the W3C.

Comment [RE15]: This is a pretty high bar and also as written would require a unanimous vote of all Directors, not just those present at the meeting. I would recommend revising to majority plus one vote of those Directors present at the meeting.

SECTION 2.07. OFFICERS OF THE BOARD.

A. At its first organizational meeting and each year thereafter, the Board shall elect a Chairperson from their number, who shall serve for a period of one (1) year, ~~or until a successor shall have been duly elected and qualified, whichever is later.~~ The Chairperson shall preside at all meetings of the Board.

B. At its first organizational meeting and each year thereafter, the Board shall elect a Vice-Chairperson from their number, who shall serve for a period of one (1) year ~~or until a successor shall have been duly elected and qualified, whichever is later.~~ In case of the absence or the disability of the Chairperson, the Chairperson's duties shall be performed by the Vice-Chairperson. The Vice-Chairperson shall perform such additional duties as are authorized by the Board.

~~C.~~ At its first organizational meeting and in each year thereafter, the Board shall elect a Secretary-Treasurer from their number, who shall serve for a period of one (1) year, ~~or until a successor shall have been duly~~

~~D.~~

~~E.C.~~ elected and qualified, whichever is later. In case of the absence or disability of the Vice-Chairperson, the Vice-Chairperson's duties shall be performed by the Secretary-Treasurer. The Secretary-Treasurer shall perform such additional duties as are authorized by the Board.

~~F.D.~~ If a vacancy occurs in any office, the Board shall at its next regular meeting, where practicable, elect a replacement to serve the balance of the expired term.

~~G.E.~~ If neither the Chairperson nor Vice-Chairperson attends a meeting at which a quorum is present, the Directors present may elect one of their number to serve as Chairperson Pro-Tempore~~em~~ for that meeting.

SECTION 2.08. POWERS AND DUTIES OF THE BOARD. The Board shall be the governing body of the Cooperative and shall have the following powers and duties:

A. To fix the time and place or places at which its regular meetings shall be held, and to call and hold special meetings.

B. To make and pass rules, regulations, resolutions and orders not inconsistent with the Constitution of the United States or of the State, this agreement or any other restriction of condition that may be applicable.

C. To fix the location of its principal place of business and the location of all offices maintained.

D. To prescribe a system of business administration and to create any and all necessary officers in addition to Chairman, Vice-Chairman and Secretary-Treasurer; to establish the powers, duties and compensation of all

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employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Authority.

E. To select and employ a General Manager, who shall administer the affairs and manage staff with Board approval, and perform all other administrative duties as prescribed by the Board.

F. To appoint a General Counsel to act as the Chief Legal Officer to manage the Cooperative's legal representation and provide legal advice and support to the Board and staff and perform such other duties as may be requested by the Board.

G. Upon establishment, the Board shall formulate and adopt a set of policies and parameters for dealing with notice requirements, crisis events and such other procedures as shall be incidental to orderly and effectual administration. Likewise, standards of water quality shall be established expeditiously, adopted and implemented.

H. Within a reasonable ~~but unextended~~ time after its constitution, the Board shall inaugurate planning for future needs, taking account of all relevant criteria, studies, proposals and recommendations. Such planning shall be reduced to writing and formally adopted by the Board with periodic updates as necessary.

SECTION 2.09. ANNUAL BUDGET.

A. On a timely basis each year the GM shall prepare and deliver to the Board a balanced tentative budget for the Cooperative covering its proposed operating and other financial requirements for the ensuing fiscal year. The tentative budget shall identify the rates for which water will be sold and wastewater treated during such fiscal year and shall specifically state if the identified rates constitute a change from existing rates. The Board shall publish a notice of its intention to adopt the budget and shall provide copies of the notice and tentative budget to each party on or before the first publication date.

Comment [RE16]: Term needs to be defined.

The notice shall include a summary of the tentative budget, specify the rates at which water will be sold and any proposed changes to such rates anticipated in the tentative budget, and identify the time, date and place at which the public may appear before the Board and state objections to or support of the budget and rates.

B. At the time, date and place specified in the notice, the Board shall conduct a public hearing and thereafter may consider adoption of the budget and rates with any amendments it deems advisable. The public hearing on the budget may be continued without the need for republication of notice. Unless otherwise authorized by the Board, the final budget and rates shall be adopted and provided to each party on an established date which shall obtain annually.

C. The adopted budget shall be balanced and shall be the operating and fiscal guide for the W3C for the ensuing fiscal year. The Board may from time to time amend the budget at any regular or special meeting; provided however, that prior to approving any budget amendment that increases the total budget for any fiscal year (other than a budget amendment appropriating grant funds or the proceeds of obligations), the Board shall provide notice of and conduct an additional public hearing in the manner described in this section.

SECTION 2.10. PERFORMANCE AUDIT AND MANAGEMENT STUDY. The W3C shall consider whether or not to conduct a performance audit and management study to review program results and make recommendations regarding its governance, structure, and/or the proper, efficient and economical operation and maintenance of water supply and wastewater treatment immediately following the end of the second full fiscal year. If it is determined at the end of the second full fiscal year to conduct the performance audit and management study, it may thereafter consider further performance audit and management studies from time to time as it may deem necessary. If the W3C does not determine at the end of the second full fiscal year to conduct the performance audit and management study, it shall conduct a performance audit and management study at the end of the third full fiscal year and thereafter as

may be determined by the Board. The W3C shall retain an accounting firm or management consulting firm to conduct the performance audit and management study.

SECTION 2.11. ANNUAL AUDIT. An annual audit shall be conducted each year by independent auditors. The audit shall be completed no later than six (6) months after the end of the fiscal year. The audit shall be in accordance with generally accepted auditing standards and the standards applicable to financial audits contained in Government Auditing Standards issued by the Comptroller General of the United States.

**SECTION 2.12. CONTRIBUTIONS FROM W3C MEMBERS;
REVENUE SHARING AGREEMENTS.**

(A) Pursuant to section 163.01(8), Florida Statutes, and subject to compliance with the terms of all Financing Documents and other funding agreements, the Board is empowered to accept contributions, payments, advances, loans, and/or transfers of funds from the W3C Members at any time and to repay or return some or all of such funds from Authority revenues. All contributions, payments, advances, loans and or/transfers of funds to the Authority by W3C Members and the terms of repayment or return of such funds (where applicable) by the Authority to W3C Members shall be governed by separate agreement entered into between the Authority and one or more of the W3C Members.

(B) The Board is empowered to enter into separate agreements with the W3C Members governing the sharing, payment, loan, and/or transfer of funds between the Authority and any or all of the W3C Members from any of the following sources: ad valorem taxes, special assessments, sales surtax revenues imposed pursuant to section 212.055, Florida Statutes, impact fees, Connection Fees, amounts derived from the calculation of a dedicated tax increment, and any other legally available source of funds. The term of such separate agreements shall be for a period of years and the number of such

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Comment [RE17]: It's not really clear to me how the cooperative will be funded. Here is some suggested language that will allow for contributions to be made by the member governments until the cooperative is on its feet.

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agreements may vary over time as a method to adjust revenue to the Authority and provide a mechanism for return of surplus Authority revenue to the W3C Members after providing for financial reserves and future growth investments in facilities within the Service Area.

ARTICLE III

WATER SUPPLY, WASTEWATER, AND RECLAIMED WATER PROVISIONS

SECTION 3.01. COOPERATION. The parties agree that cooperative efforts are necessary to meet their respective needs for water, wastewater, and reclaimed water in a manner which will provide adequate and dependable supplies and service. The parties shall continue their cooperative efforts to develop and implement effective conservation programs as well/

SECTION 3.02. EXCLUSIVITY. It is expressly understood and agreed that W3C shall be the sole and exclusive supplier of water, the sole and exclusive provider of wastewater treatment, and the sole and exclusive provider of reclaimed water to within the service area set forth in Appendix A hereto, or as hereafter amended.

A. The parties hereto shall neither create nor, to the extent permitted by law, allow creation of any special district (including a community development district) or governmental authority pursuant to Chapter 189, Florida Statutes, Section 163.01, Florida Statutes, Section 373.1962, Florida Statutes, or another provision of general or special law or by ordinance or contract, which is authorized to provide potable water, treat wastewater, or reclaimed water within the service area of the Cooperative.

B. To the extent permitted by law, the parties shall not franchise new or expanded private water utilities following the effective date of this Agreement unless the franchisee agrees to the use of the Cooperative as its exclusive supplier of water, treater of wastewater, and/or reclaimed water for customers

Comment [RE18]: Need to provide language in this section recognizing that the Cedar Key Water and Sewer District will remain the retail provider within its service territory after establishment of the Cooperative.

located within the service area.

C. The ~~Authority Member~~W3C Members shall not assist or encourage the creation or expansion of a private utility unless the private utility agrees to use the W3C (th as its exclusive supplier of water, treater of wastewater, and/or reclaimed water for customers located within the service area.

D. The parties shall not work in concert with any person, corporation, local government, unit of federal or state government, special district, governmental authority or other entity for the purposes of avoiding or evading the exclusivity requirements herein contained.

**SECTION 3.03. OBLIGATION TO MEET WATER, WASTEWATER,
AND RECLAIMED WATER NEEDS.**

A. Except as otherwise expressly provided herein, the W3C shall have the absolute, continuing, and unequivocal obligation to meet the water, wastewater, and reclaimed water needs of the parties within the service area established in Appendix A hereto or as it may be subsequently amended.

B. The W3C shall oppose any permit, order, rule or other regulatory effort to reduce or limit the permanent capacity of its water, wastewater facilities, and reclaimed water unless (1) the reduction or limitation results from an agreement to which all parties subscribe; or, (2) the reduction or limitation will not become effective until adequate replacement capacity has been placed in service. The W3C may join any ~~Authority Member~~W3C Member in opposing any permit, order, rule or other regulatory effort to reduce or limit the permitted capacity of a party's water and wastewater facilities.

C. The GM shall actively monitor the relationship between the quantity of water actually delivered to the parties or wastewater treated or

reclaimed water availability and the aggregate permitted capacity of facilities.

SECTION 3.04. NOTICE AND REVIEW OF RATES, FEES AND CHARGES.

A. The Board shall take all such actions and pass such resolutions as may be necessary to ensure that the rates, fees and other charges applied to and collected from the resident who receive water, wastewater, and/or reclaimed water service from are identical.

~~D. The parties hereby reserve the right to review and approve as fair and reasonable any changes proposed by the W3C to the rates, charges, customer classifications and terms of service to be offered to customers prior to the adoption of such changes. In reserving the foregoing right, the parties understand and acknowledge that the right to review and approve any changes proposed must take cognizance of the obligation of the Cooperative to establish rates and charges that comply with the requirements contained in any indenture, resolution or trust agreement relating to the issuance of bonds and irreversibly agree that they shall not, collectively or individually, dispute any rate change, or part thereof, required to permit the Cooperative to pay bonds or otherwise meet established obligations. All parties shall receive information concerning any proposed change in rates, charges, customer classifications and terms of service at least thirty (30) days prior to the hearing date established for consideration of such changes except that this notice and review provision shall not apply nor be required for annual indexing adjustments to such rates and charges. Each party shall have fifteen (15) days from receipt of such information to notify the W3C in writing if they do not approve of any proposed change and shall specify reasons for such disapproval. If a party fails to notify the W3C in writing of such disapproval, the proposed change shall be~~

Comment [RE19]: This section needs to be closely looked at and is almost certainly going to need to be revised. My understanding is that the Cooperative, upon its creation, would be a wholesale provider of water and wastewater service to the District, subject to the District and the Cooperative entering into a separate wholesale agreement governing the terms of that relationship, including the wholesale rates that would be paid by the District.

This Section needs to recognize that the District will continue to be the retail water/sewer service provider to all customers within its service area. I would also suggest that we delete the exclusivity requirement as it applies to the District. The District should not be locked into using the Cooperative for provision of wholesale water/wastewater treatment. If the two parties cannot come to an agreement on wholesale rates, the District should be free to continue its current operations and provide its own water/wastewater treatment. As this is currently written, that would not be an option.

Comment [RE20]: Throughout document, Parties should be revised to members (which should be a defined term).

Comment [RE21]: This is problematic and not legally required. It's impractical to get sign off from every Cooperative Member prior to changing rates.

~~deemed approved. If a party notifies the W3C of its disapproval of a change, the dispute resolution provisions of this agreement shall be invoked and implemented.~~

SECTION 3.05. REVIEW OF CAPITAL IMPROVEMENT PROGRAM.

A. The W3C shall annually submit a five-year capital improvement plan to the parties prior to its adoption of an annual budget. The capital improvement plan, capital improvements and utility expansion and line extension policies and procedures shall remain at all times consistent with the land development regulations, local comprehensive plans, building and zoning codes and specifications, right-of-way utilization and other applicable ordinances, policies and regulations of the parties. It shall be within the parties' sole discretion to determine whether such capital improvement plan, capital improvements as well as utility expansion and line extension policies as applied within each party's political boundaries are consistent with their respective land development regulations, comprehensive plan, building and zoning codes and specifications, right-of-way utilization and other applicable ordinances, policies and regulations unless the authority to make preliminary determinations of such consistency is theretofore expressly delegated to the W3C by an ~~Authority Member~~W3C Member.

B. Each party shall have sixty (60) days from receipt of such plan to notify the W3C in writing that they do not approve of any proposed project within the plan and shall specify reasons for such disapproval. If a party fails to notify the W3C in writing of such disapproval, the proposed plan shall be deemed approved. If an ~~Authority Member~~W3C Member notifies the W3C of the disapproval of a project, that shall invoke and implement the dispute resolution process set forth in this agreement.

SECTION 3.06. FILING OF ANNUAL REPORTS BY NCRWA.

Annually, the W3C shall file a copy with and, if requested, appear and present to each party its Comprehensive Annual Financial Report ("CAFR") for the preceding fiscal year and do so within fourteen (14) days of the CAFR becoming final.

Comment [RE22]: Fix formatting.

SECTION 3.07. PROVISIONS APPLICABLE TO CEDAR KEY WATER

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AND SEWER DISTRICT. Notwithstanding any other provision in this Agreement, the W3C Members acknowledge and agree that the Cedar Key Water and Sewer District ("CKWSD") is the exclusive provider of retail water and wastewater service to customers within the CKWSD's service area, as established pursuant to its charter. Nothing in this Agreement shall be construed as permitting W3C to provide retail water or wastewater service to customers within the CKWSD's service area unless expressly authorized by the CKWSD. Further, nothing herein shall obligate CKWSD to receive wholesale water or wastewater treatment service from W3C. W3C and CKWSD may enter into a separate express written agreement establishing the terms and conditions pursuant to which W3C will provide wholesale water and/or wastewater treatment service to the District, including the applicable bulk service rates.

**ARTICLE IV
OBLIGATIONS**

SECTION 4.01. GENERAL AUTHORITY. The Board shall have the power and is hereby authorized to provide, at one time or from time to time in series, for the issuance of obligations to fund the project cost of water, wastewater, and reclamation facilities.

SECTION 4.02. TERMS OF THE OBLIGATIONS. The obligations shall be dated, shall bear interest at such rate or rates, shall mature at such times as may be determined by the Board, and may be made redeemable before maturity, at the option of the Cooperative, at such price or prices and under such terms and conditions as may be fixed by the Board. Such obligations shall mature not later than thirty (30) years after their issuance and may, at the option of the Board, bear interest at a variable rate. The Board shall determine the form of the obligations, the manner of executing such obligations, and shall fix the denominations of such obligations, the place or places of payment of the principal and interest, which may be at any bank or trust company within or outside of this state, and such other terms and provisions of the obligations as it deems appropriate. The obligations may be sold at public or private sale for such price or prices as the Board shall determine.

SECTION 4.03. TEMPORARY OBLIGATIONS. Prior to the preparation of definitive obligations of any series, the Board may, under like restrictions, issue interim receipts, interim certificates, or temporary obligations, exchangeable for definitive obligations when such Obligations have been executed and are available for delivery. The Board may also provide for the replacement of any obligations which shall become mutilated, destroyed or lost. obligations may be issued without any other proceedings or the happening of any other conditions or things than those proceedings, conditions or things which are specifically required by this Agreement.

SECTION 4.04. ANTICIPATION NOTES. In anticipation of the sale of obligations, the Board may issue notes and may renew the same from time to time. Such notes may be paid from the proceeds of obligations as the Board deems appropriate. Said notes shall mature within five (5) years of their

issuance and shall bear interest at a rate not exceeding the maximum rate provided by law. The Board may issue obligations or renewal notes to repay the notes. The notes shall be issued in the same manner as the Obligations.

SECTION 4.05. TAXING POWER NOT PLEDGED. Obligations issued under the provisions of this Agreement shall not be deemed to constitute a pledge of the faith and credit of any party to this agreement. The issuance of obligations under the provisions of this agreement shall not directly or indirectly obligate any party to levy or to pledge any form of ad valorem taxation whatever therefor. No holder of such obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of any party hereto to pay any such obligation against any property of the W3C, nor shall such obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Cooperative not specifically pledged and set aside for that specific purpose.

SECTION 4.06. TRUST FUNDS. Upon issuance of any series of obligations any pledged funds associated therewith shall be deemed to be trust funds, to be held and applied solely as provided in financing documents. The pledged funds may be invested by the W3C but only in the manner provided by the financing documents. The pledged funds upon receipt thereof by the Cooperative shall be subject to the lien and pledge of the holders of any obligations or any entity other than the Cooperative that shall have provided credit enhancement therefor.

SECTION 4.07. REMEDIES OF HOLDERS. Any holder of obligations, except to the extent the rights herein given may be restricted by the financing documents, may, whether at law or in equity, by suit, action, mandamus, or

other proceedings, protect and enforce any and all rights under the laws of the state or granted hereunder or under the financing documents, and may enforce and compel the performance of all duties required hereunder or under the financing documents, to be performed by the W3C.

SECTION 4.08. REFUNDING OBLIGATIONS. The Cooperative may issue obligations to refund any obligations then outstanding and provide for the rights of the holders hereof. Such refunding obligations may be issued in an amount sufficient to provide for the payment of the principal of, redemption premium, if any, and interest on the outstanding obligations to be refunded.

SECTION 4.09. CONDUIT TRANSACTIONS. In addition to the powers granted to the W3C hereunder, including the power to issue obligations, the Cooperative may issue obligations for the principal purpose of loaning the proceeds thereof to a public or private entity, which shall

finance or refinance the acquisition and construction of water treatment, production or transmission facilities, wastewater, and/or reclamation facilities. Water, wastewater, or reclaimed water service from such facilities shall be purchased in whole or in part by the Cooperative for purposes of supplying quality services.- Such security may include monies received pursuant to a loan agreement between the Cooperative and such public or private entity.

SECTION 4.10. AUTHORITY MEMBER GOVERNMENT COOPERATION. Each party shall cooperate with the W3C when it shall issue obligations and each party shall comply with reasonable requests including, without limitation, the following:

- A. Making available copies of annual reports produced annually by any of the parties and the Cooperative containing general and financial information;
- B. Consenting to publication and distribution of such financial information;
- C. Certifying that such general and financial information is accurate, does not contain any untrue statements of a material fact and does not fail to state a material fact necessary to avoid creating and erroneous or misleading impression.
- D. Making available certified copies of official proceedings;
- E. Providing reasonable certifications to be used in a transcript of closing documents; and
- F. Providing reasonably requested certificates and/or opinions of counsel as to the binding effect of this Agreement.

It is recognized and understood by the parties that the intended source of funding for the initial operations and infrastructural improvements contemplated is governmental programs, grants and dispensations that

are available to improve the water and wastewater management in the interest of the public welfare.

ARTICLE V

DISPUTE RESOLUTION

SECTION 5.01. NOTICE. The parties agree to resolve any dispute related to the interpretation or performance of this agreement, in the manner described in this section. Any party may initiate the dispute resolution process by providing written notice to the other parties identifying the matter(s) in dispute.

SECTION 5.02. MEETING. After transmittal and receipt of a notice specifying the issue or issues in dispute, the parties agree to meet at reasonable times and places, as mutually agreed upon, to discuss the disputed issues.

SECTION 5.03. MEDIATION. If discussions between the parties fail to resolve the dispute(s) within thirty (30) days of the initial notice of such dispute, the parties shall designate a mutually acceptable, neutral, third party to act as a mediator. The cost of the mediation, if any, shall be borne equally by the parties. The mediation contemplated by this section is intended to be a non-adversarial process with the objective to help the parties reach a mutually acceptable and voluntary agreement. The decision-making shall rest solely with the parties. The mediator shall assist the parties in identifying the issues, fostering joint problem-solving and exploring settlement alternatives.

SECTION 5.04. LAWSUITS. If the parties are unable to reach a mediated settlement within sixty (60) days of the mediator's appointment, any party may terminate the settlement discussions by written notice to the other

party (or parties). In such event, any party may initiate litigation or, where applicable, a proceeding under Section 403.412(2), Florida Statutes, within thirty (30) days of the notice terminating the settlement discussions. The venue for any such action, other than a proceeding under Section 403.412(2), Florida Statutes, shall be Levy County.

ARTICLE VI

WITHDRAWAL AND TERMINATION

SECTION 6.01. WITHDRAWAL OF AUTHORITY MEMBER~~W3C~~ MEMBER. The

parties acknowledge and agree that a party may withdraw from the W3C at their sole discretion upon a supermajority (4/5) vote of its governing body. In the event of a withdrawal the W3C shall retain water, wastewater, and/or reclaimed water facilities, assets, expenses, liabilities, revenue, connection fees, and other assets and customer-related information under its ownership prior to the withdrawal of the Member.

SECTION 6.02. TERMINATION OF AUTHORITY. In the event that all parties agree hereon the Cooperative's existence shall be terminated. The parties acknowledge and agree that in the event of termination they shall negotiate a fair and equitable distribution of facilities, expenses, liabilities, revenue, connection fees and other assets. To facilitate a fair allocation in the event of termination, the Cooperative shall work with its financial planners, accountant and engineers to provide the parties with unaudited allocations of assets and liabilities on a periodic basis not to exceed every three (3) years.

SECTION 6.03. TRANSFER OF W3C FACILITIES TO WITHDRAWING AUTHORITY-MEMBER~~W3C~~ MEMBER OR UPON TERMINATION OF

COOPERATIVE'S EXISTENCE

A. In the event of a withdrawing party, the Cooperative may transfer facilities and any debt obligations relating thereto to such party upon satisfaction of the following conditions:

(1) Party assumes all responsibilities and liabilities in regard to such transfer.

(2) Such transfer is approved by the governing body of the party in whose jurisdiction the facilities are located.

(3) The Cooperative (where relevant) receives the opinion of nationally recognized bond counsel to that the transfer of facilities and any debt obligations related thereto will not adversely affect the tax-exempt status of outstanding obligations.

B. In the event of the termination of the Cooperative itself, the Cooperative may transfer facilities and debt obligations relating thereto to the respective parties upon satisfaction of the following conditions:

(1) Each party agrees to assume all responsibilities and liabilities in regard to the facilities, expenses, liabilities, revenue, connection fees and debt obligations to be transferred, assigned and assumed by them and to release the W3C from any liability therefor.

(2) The Cooperative receives the opinion of nationally recognized bond counsel to the effect that the transfer of facilities and debt obligations, related thereto, or the defeasance or extinguishing of such debt obligations will not adversely affect the tax-exempt status of outstanding debt obligations or otherwise subject the Cooperative to any liability whatsoever pursuant to any applicable law, rule, regulation or ordinance and that such transfer has been made in compliance with the

terms of any outstanding debt instruments.

ARTICLE VII
MISCELLANEOUS

SECTION 7.01. DELEGATION OF DUTY. Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of any party or any officers thereof.

SECTION 7.02. FILING. A copy of this Interlocal Agreement shall be filed for records with the Clerk of the Circuit Court of Levy County.

SECTION 7.03. IMMUNITY.

A All of the privileges and immunities from liability and exemptions from laws, ordinances and rules which apply to the activity of officials, officers, agents or employees of the parties shall apply to the individuals performing their respective functions and duties under the provisions of this Interlocal Agreement.

B. The parties intend to utilize Section 768.28 and 163.01(9)C., Florida Statutes, other Florida Statutes and the common law governing sovereign immunity to the fullest extent possible. Pursuant to Section 163.01(5)(o), Florida Statutes, parties may not be held jointly liable for the torts of the officers or employees of the Cooperative or any other tort attributable to the Cooperative, and that the Cooperative alone shall be liable for any torts attributable to it or its officers, employees or agents, and then only to the extent of the waiver of sovereign immunity or limitation of liability as specified in Section 768.28, Florida Statutes. The parties intend that the Cooperative shall have all of the privileges and immunities from liability and exemptions from laws, ordinances, rules and common law which apply to the municipalities and counties of the

State. Nothing in this Interlocal Agreement is intended to inure to the benefit of any third-party for the purpose of allowing any claim which would otherwise be barred under the doctrine of sovereign immunity or by operation of law.

SECTION 7.04. LIMITED LIABILITY. No party shall in any manner be obligated to pay any debts, obligations or liabilities arising as a result of any actions of the Cooperative, its Directors or any other agents, employees, officers or officials of the Cooperative, except to the extent otherwise mutually agreed upon, and neither the Cooperative nor the directors nor any other agents, employees, officers or officials of the Cooperative shall have any authority or power to otherwise obligate a party hereto in any way.

SECTION 7.05. INDEMNIFICATION. To the extent that doing so does not waive any right of immunity available to the parties, whether pursuant to Section 768.28, Florida Statutes, or otherwise, W3C hereby agrees to indemnify, protect, save and hold forever harmless the party, any and all of their respective commissioners, officers and employees from and against all liabilities, obligations, claims, damages, judgments, penalties, costs and expenses (including attorneys' fees and all court costs) which arise after the creation of the Cooperative which may be incurred, suffered, sustained or for which a party may become obligated or liable as a result of the acts or omissions of the Cooperative..

SECTION 7.06. AMENDMENTS. This Interlocal Agreement may be amended in writing at any time by the concurrence of all of the Directors present at a duly called meeting and subsequent ratification by the governing body of each party. However, this Interlocal Agreement may not be amended so as to A. permit any profits of the Cooperative to inure to the benefit of any private

person, B. permit the diversion or application of any of the monies or other assets of the Cooperative for any purposes other than those specified herein, C. adversely affect the tax-exempt status, if applicable, of interest on obligations, or D. materially, adversely affect the security of any obligations.

SECTION 7.07. ADHERENCE TO OPEN GOVERNMENT. As a public entity, the Cooperative shall adhere to and comply with all laws relating to Government in the Sunshine and Public Records. In addition, as soon as practicable, the Cooperative shall post on its website expository documents including, without intending or implying any limitation, the agendas and minutes of any Board meetings, the annual budget, the annual report, and the Capital Improvement Plan.

SECTION 7.08. SEVERABILITY. In the event that any provision of this Interlocal Agreement shall, for any reason, be determined invalid, illegal or unenforceable in any respect by a court of competent jurisdiction, the other provisions of this Interlocal Agreement shall remain in full force and effect.

SECTION 7.09. CONTROLLING LAW. This Interlocal Agreement shall be construed and governed by Florida law.

SECTION 7.10. EFFECTIVE DATE. This Interlocal Agreement shall become effective on the later of A. the specified date hereof or B. the date of the last designated party executes this Interlocal Agreement filing

Cedar Key Water & Sewer

October 17, 2022

General Manager's Report

Water Treatment Plant/Well

- No operational issues. We continue to run daily process control tests. I have begun the search to find a company to do the sandblasting and painting that needs to be done.
- October 4th Waccasassa Water & Wastewater Cooperative met and was given a copy of the interlocal agreement relating to the establishment of the Cooperative.
- October 14th Cedar Key Water & Sewer District Board met and after some discussion it was decided the Board Attorney and the Attorney for Bronson and Otter Creek would need to work out the legal details.

Wastewater Treatment Plant/Lift Station

- No operating issues. The treatment plant continues to be monitored several times a day and the process control once a day.
- Working to get quotes for sandblasting and painting that needs to be done.
- Working to figure out where there may be money to pay for the aeration system Chad had engineered.
- DEP agreement LPA0260 for 2.5 million dollars for lift station repairs is ready for review and then signatures
- BRIC Application discussion

Attorney Report

October 17, 2022

1. NexTower Lease Buyout Discussion.

The District received an offer from NexTower Development Group, LLC (NexTower) to acquire a 99-year easement under and around the communication tower located on the premises at off SW County Road, Cedar Key, Florida 32625, in exchange for \$177,000. The site is currently subject to a lease agreement between the District and NexTower. If the buyout is agreed to, the existing lease agreement would be terminated and the District would no longer receive monthly lease payments from NexTower.

It is also important to note that pursuant to a lease agreement between the District and the City (which allows the City to use the site as a public works yard), the District remits half of all lease payments it receives from the NexTower lease to the City. NexTower has also indicated that in the event the parties move forward with the 99 year easement, the lease agreement between the District and the City would need to be amended to remove the tower site from the premises leased to the City.

2. COVID Leave Policy Discussion.

The District has adopted a policy pursuant to which if an employee becomes infected with COVID-19 and is vaccinated, said employee does not have to use their sick leave time while they are sick and continues to be paid normally until they return from work. If an employee is unvaccinated and they become infected with COVID-19, they are required to use sick leave time while they are out.

In 2021, the State enacted Section 112.0441, F.S., entitled "Prohibition on public employee COVID-19 vaccination mandates," which provides in part as follows:

(1) For purposes of this section, the term:

(a) "COVID-19" has the same meaning as in s. 381.00317(1).

...

(c) "Governmental entity" has the same meaning as in s. 768.38.

(2)(a) Notwithstanding any other law to the contrary, an educational institution or a governmental entity may not impose a COVID-19 vaccination mandate for any full-time, part-time, or contract employee. Any existing ordinance, rule, or policy imposing such mandate is null and void as of November 18, 2021.

Pursuant to the above statute, the District is prohibited from imposing a COVID-19 vaccination mandate for any full-time, part-time, or contract employee.

There is a reasonable argument that the District’s existing policy constitutes an *incentive* as opposed to a *mandate*, and therefore is permissible. However, it’s important to note that this is an evolving area of the law and there are no cases, attorney general opinions, or other legal guidance I’m aware of construing what constitutes a “mandate” under the statute.

I did come across a few other local governments in Florida that appear to have put in place vaccination incentive programs, including some that offered cash payments and others favorable leave policies like the District’s.

The City of Gainesville at one point planned to offer a \$250 cash incentive to all employees that got vaccinated, but they ultimately decided not to move forward with this plan due to concerns that this may be considered a mandate as well as related to collecting and verifying vaccination information from City employees.

If the District does want to keep the current policy, one thing to be cognizant of is how the District asks employees about their vaccination status. While the Federal Equal Employment Opportunity Commission has stated that employers may ask employees about their vaccination status, they should not ask follow up questions, such as why or why not an employee received a vaccination. The District should also take care with respect to requesting proof of vaccination. If proof is requested, it should only be in the form of a vaccination card or survey response, and the District should make sure it does not collect any medical information. Additionally, any documentation that’s collected concerning vaccination status should be kept confidential.

3. Proposals Received in Response to RFQ 22-1, Continuing Engineering Services

The District received two responses from engineering firms in response to RFQ 22-1, seeking firms to provide engineering services to the District on a continuing basis. The responsive firms were Baskerville Donovan, Inc. and North Florida Professional Services.

The next step in the CCNA process is to score and rank the proposals in accordance with the criteria in the RFQ.

CRITERIA	MAXIMUM POINTS
a. Executive Summary (Tab 1)	10
b. Ability of Personnel (Tab 2)	30
c. Experience of Firm and References (Tab 3)	30
d. Availability of Workload (Tab 4)	20
f. Oral Presentations (if required)	10

	Total	100 (90 if no Oral Presentations Required)
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The District also has the option of requesting interviews/presentations with both responsive firms. If that is the will of the Board, those can be scheduled for the November meeting.

It is staff's recommendation that the District approve negotiating contracts with both of the responsive firms. If that is the will of the Board, after the scoring/ranking is completed, staff will negotiate contracts with both firms for Board approval at the November meeting.

4. Bids Received in Response to ITB 22-1, Sludge Hauling and Related Services.

This will be a verbal discussion at the meeting. The District received two bids which have been electronically circulated to Board members prior to the meeting.

5. Sunshine Law, Public Records, and Public Ethics Presentation.

This will be a verbal presentation at the meeting.



ITB 2022-1 SLUDGE HAULING
BID PROPOSAL FORMS

Basis of Bid

NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.

Bidder will complete the Work in accordance with the Contract Agreement for the following price(s):

1. Sludge/Biosolid Hauling – Provide a price per gallon.

\$ 0.15 / gallon

List the Name and Address of the Facility/Location you at which intend to dispose of the sludge/biosolids generated by the District. Describe whether the Facility/Location treats sludge/biosolids to allow for land application or other beneficial use.

412 Biosolids Processing Facility Permit # FLA 356697
412 Cypress Road
Ocala, FL 34472

Treatment performed at our facility produces a Class AA
State of Florida Dept of Agriculture licensed fertilizer
under # F002919

2. Lift Station Cleaning – Provide an hourly rate OR flat fee per lift station (Bidders may provide both).

\$ N/A / hr

\$ 300.00 / lift station

3. Emergency Sewage Transportation – Provide an hourly rate.

\$ 250.00 / hr

(352) 795-1554
PHONE



(352) 795-5423
FAX

ITB 2022-1 SLUDGE HAULING
BID PROPOSAL FORMS

**BID PROPOSAL FORM 1:
PROPOSAL TRANSMITTAL FORM (TO BE ON PROPOSER'S LETTERHEAD)**

The Cedar Key Water and Sewer District (the "District"), reserves the right to accept or reject any and/or all proposals in the best interest of the District.

Alicia M. Johns

This Proposal in response to ITB 2022-1 is submitted by the below named firm/individual by the undersigned authorized representative.

A-Able Septic Sewer Service, Inc.
(Firm Name)

BY Richard W. St. Clair
(Authorized Representative)

Richard W. St. Clair
(Printed or Typed Name)

ADDRESS 2190 N Crede Avenue
Crystal River, FL 34428

TELEPHONE 352-795-1554 & 352-302-2211

E-MAIL rstclair@a-ableseptic.com and cthomas@a-ableseptic.com

FEID # 59-2326040

LISTING OF ANY CERTIFICATIONS OR LICENSES HELD:

NAME: Richard. St. Clair NUMBER: SR0121706 Registered Septic Tank Contractor

NAME: _____ NUMBER: _____

To: CEDAR KEY WATER AND SEWER DISTRICT (hereinafter called the "DISTRICT")

The undersigned, as Bidder declares that the only person or parties interested in this Proposal as principals are those named herein, that this Proposal is made without collusion with any other person, firm or corporation; that he has carefully examined the location of the proposed work, the proposed forms of Agreement and Bonds, and the Contract Drawings and Specifications, including Addenda issued thereto and acknowledges receipt below:

ADDENDA ACKNOWLEDGMENTS: (IF APPLICABLE)

Addendum #1 dated 9-6-22 Initials RS Addendum #2 dated _____ Initials _____
Addendum #3 dated _____ Initials _____ Addendum #4 dated _____ Initials _____

Bidder proposes, and agrees if this Proposal is accepted, Bidder will contract with the DISTRICT in the form of the copy of the Agreement included in these Contract Documents, to provide all necessary machinery, equipment; tools, labor, and apparatus necessary to do all the Work in the manner and time herein prescribed and according to the requirements of the DISTRICT as therein set forth, furnish the Contractor's Bonds and/or Insurance specified in the Contract, and to do all other things required of the Contractor by the Contract Documents.

ITB 2022-1 SLUDGE HAULING
BID PROPOSAL FORMS

Basis of Bid

NOTE: BIDDER MUST PROVIDE BID PRICES FOR ALL ITEMS.

Bidder will complete the Work in accordance with the Contract Agreement for the following price(s):

1. Sludge/Biosolid Hauling – Provide a price per gallon.

\$.15 / gallon

2. Lift Station Cleaning – Provide an hourly rate OR flat fee per lift station (Bidders may provide both).

\$ 225.00 / hr - Port To Port

\$ 700.00 / lift station

3. Emergency Sewage Transportation – Provide an hourly rate.

\$ 200.00 / hr

4. Fuel Surcharge and Other Special Charges – Describe ALL special charges applicable to fuel, etc., which are proposed by Contractor and identify the specific service or services to which the special charges will be applied:

If Diesel Fuel exceeds \$4.00, a fuel surcharge will be added. Charge will be \$25.00 for every \$0.50 over \$4.00 plus a \$75.00 Environmental Fee.
