

## **CEDAR KEY WATER AND SEWER DISTRICT NOTICE OF PUBLIC MEETING**

Notice is hereby given that at 5:00 PM on June 12, 2023, the Cedar Key Water and Sewer District (“District”) will hold a public meeting at the District’s office, 510 3RD STREET, CEDAR KEY, FL 32625, to which members of the public are invited to attend and participate. A copy of the draft agenda is listed below, The District may consider and take action with respect to matters not listed on the draft agenda.

1. Call to order
2. Pledge and Prayer
3. Public Comment
4. Adoption of Agenda
5. Approval of Board Meeting Minutes from May 8, 2023 Regular Board Meeting. (pages 1-3)
6. Financial Reports: Balance Sheet; Budget Report; Checkbook Activity; Past Due Accounts Report; Employee Leave. (pages 4-17)
7. Waccasassa Water & Wastewater Co-Op Update. (pages 18-19)
8. Consideration of Proposed Interlocal Agreement Creating the Waccasassa Water and Wastewater Cooperative. (pages 20-74)
9. Bill Adjustment Requests (pages 75-81)
10. Second Reading of Resolution Related to New Water and Wastewater Connections and Miscellaneous Charges. (pages 82-85)
11. Take Tabitha Lauer off of all CKWSD Bank Accounts and add Michael Borelli
12. General Manager Report
13. Attorney Report
14. Commissioner Comments
15. Public Input
16. Adjourn

If a person decides to appeal any decision made by the District with respect to any matter considered at the meeting, such person will need a record of the proceedings and may need to ensure that a verbatim record is made, including the testimony and evidence upon which the appeal is made. In accordance with the Americans with Disabilities Act, persons needing special accommodations or an interpreter to participate in the meeting should contact the District Office at (352) 543-5285 at least three (3) business days prior to the dates of the hearing.

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

**Minutes of Regular Meeting  
Board of Commissioners  
May 8, 2023**

Board Members Present: Dottie Haldeman, Leslie Sturmer, Joe Hand, Stephen Rosenthal, Michael Borelli.

Other Presents: Evan Rosenthal, Alicia Johns, James McCain, Mandy Offerle, Brendan McKitrick, Mac Cox, Darrell McCormick, Doris Helleman, and Jim Wortham.

1. Meeting called to order at 5:01 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Public Comment. Ms. Leslie let the Board know that she got Thank You cards for all the speakers who attended the Workshop on April 24, 2023. Ms. Leslie also stated that she sent Alicia all the pdf presentations for her to post on the District's website and that soon the video will be available and sent to Alicia so that it can be posted on the website as well. Ms. Dottie thanked Leslie and Joe for their part in putting on the Workshop and spoke on how much information was presented by the different speakers that attended. No other public comment.
4. Adoption of the Agenda. **Motion** by Stephen Rosenthal to accept the agenda. **Second** by Joe Hand. Ms. Leslie ask that the W3C be made an Agenda Item for all future meetings and will be placed on the Agenda after the Financial Reports review. Passed by vote of 5-0.
5. James Moore & Company Presentation of the Fiscal Year 2022 Audit. Brendan McKitrick presented the Fiscal Year 2022 Audit Financial Statements to the Board. Brendan explained each of the reports in Audit Report. The Board had a few questions for Brendan that he said would need to be answered by the District's Accountant. The Board the ask that Alicia or Ann get with Robert Beauchamp to see if he could be at the next Board Meeting. **Motion** by Stephen Rosenthal to accept the Audit Report as presented. **Second** by Leslie Sturmer. Passed by vote of 5-0.
6. Approval of Board Meeting Minutes from the April 10, 2023, Regular Board Meeting. **Motion** by Stephen Rosenthal to accept the Minutes from the April 10, 2023 Board Meeting. **Second** by Joe Hand. Passed by vote of 5-0.
7. Financial Reports. Balance Sheet, Budget Report, Checkbook Activity, Past Due Accounts Report, Employee Leave reports were presented for review. **Motion** by Leslie Sturmer to accept the Financial Reports with comments. **Second** by Stephen Rosenthal. Ms. Leslie had a question about P/L line 640.04 Water Tower Maintenance and wanted to make sure that was all up to date for this Fiscal Year. James said that he had the maintenance reports and will be looking into the contract to make sure they are doing what is in the Maintenance Contract. Question about the DEP Grant expenses on the P/L was asked since there is money being spent on that line and no budget amount for that particular line on the P/L. The Board decided that would be something that would be discussed with Robert Beauchamp at the next Board Meeting. Mr. Stephen ask about the Ad Valorem Taxes that have been received so far by the District. Mr. Stephen is concerned that the District is not receiving all the funds allotted to the District. Passed by vote of 5-0.

8. Bill Adjustment Request. No Bill Adjustment Requests.

9. General Managers Report.

**Water** – James reported that the compressor on the MIEX went out and was repaired. He the reported that he, Billy, and Gabe are conducting a meter audit and have found that we have many different registers on different bases and that when meters are sent back Mueller sends back what they have and not necessarily what we need. James also reported to the Board the number of meters that do not read per month due to this issue and that he is working with a representative to help the District get this problem resolved.

Joe Hand reported on the W3C meeting the he and James attended. Evan reported that he could have the Proposed W3C Interlocal Agreement ready for the Board's approval at the June 12<sup>th</sup> Board Meeting. Joe went through the steps that need to be taken to move closer to forming the W3C Co-operative, some of which needed to be done by the second week in August. Evan Mr. Stephen ask when the Board will be notified whether the SRWMD approves the \$100 million for the Pipe Line Project, to which James replied he would send the Board members and email letting them know the outcome of that decision and how much money will be awarded. Evan and the Board discussed what they wanted to see in the Interlocal Agreement that will be presented to the Board at the June Board Meeting.

The Board briefly discussed how well the April 24<sup>th</sup> Workshop went and some of the information that speakers who attended the workshop gave the Board Members. Alicia has posted all of the Workshop Speaker's Presentation Materials have been put on the District's Website. A video of the workshop will be uploaded the District's website at a later date.

James told the Board that it would be about \$5,000 to have the water tests done that Mr. Clay Childers ask about at the April Board Meeting. James told the Board that if the District could find the money to pay for the cost of the tests he would recommend doing the testing on Bronson's two water towers. Some of the Board members thought it would be a good idea to ask someone from DEP or another State entity about whether doing the water testing on the two Bronson water towers was beneficial before spending the money for the tests.

**Wastewater** – James reported that the \$2.5 million that he was working on getting for the District was not approved. James does plan to keep going back to Tallahassee to keep up with the Senate and Legislative sessions to hopefully get this approved in the future. James reported on the aeration system at the wastewater plant and the problems he is having with it and what he is wanting to do to get the issues fixed. James and the Board discussed what would need to be done to fix the current aeration system. James then reported that the District is about 60% with the Lift Station Rehabilitation. James reported that one of the problems the District is having is meeting the 100 Year Flood Plain standards. James reported that if the District and DEP can not come to a solution some of the control panels will be submersible.

**Other** – James let the Board know that he will be attending the Hurricane Preparedness that the City does every year and presented the Hurricane Preparedness Plan that he will be handing out to the Citizens of the Cedar Key Water & Sewer District. James and the Board discussed the Preparedness Plan and what will be done if the City of Cedar Key has a mandatory evacuation in the event of a hurricane. Ms. Doris Hellerman talked to the Board about the NOAA model and what it tells you as far as storm surges and tides that she offered to send to the Board members for them to look at.

10. Attorney Report. Was discussed in many different areas of the Board Meeting.
11. First Reading of the Resolution Related to New Water and Wastewater Connection and Miscellaneous Charges. Evan read this Resolution to the Board for the first time to see if the Board has any changes that they would like made regarding language or fees in the Resolution. Evan then explained to the Board what changes have been made to the Resolution as to what is the Districts responsibility versus the customers responsibility and the fees that go along with those responsibilities.
12. Commissioner Comments. No Comments
13. Public Input. Ms. Mandy Offerle let the Board know that she would be happy to post a copy of the District's Hurricane Preparedness in the Cedar Key News.
14. Adjournment: There being no more business to conduct, the meeting was adjourned at 6:50 p.m.

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Dottie Haldeman, Chairperson

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Leslie Sturmer, Commissioner &  
Secretary of the Board

**Cedar Key Water & Sewer District**  
**Balance Sheet**  
 As of May 31, 2023  
 May 31, 23

**ASSETS**

**Current Assets**

**Checking/Savings**

**Unrestricted Cash Funds**

100 - Operating Account	285,613.04
102 Petty Cash	175.00
113.3 Unrestricted Savings	70,011.44

**Total Unrestricted Cash Funds** 355,799.48

**Restricted Cash Funds**

103.1 Security Deposit	14,501.02
114.00 RD Payment	49,862.50
114.02 RD RESERVE ACCOUNT	49,070.00

**Total Restricted Cash Funds** 113,433.52

**Total Checking/Savings** 469,233.00

**Other Current Assets**

138.10 · Due from Other Governmental Uni	65,378.19
134 - Accounts Receivable	100,192.36
135 - Allowance for A/R	-9,700.00
136 · Prepaid Expense	61,467.97
160 - Inventory & Materials	58,622.69

**Total Other Current Assets** 275,961.21

**Total Current Assets** 745,194.21

**Fixed Assets**

311.100 · WW Aeration Upgrade	15,800.00
311.105 · CIP WW Plant Upgrades	3,564.83
301 - Land	125,195.95
302 - Other Improvements	2,504,213.86
304 - Plant and Equipment	7,892,413.39
306 - Other Equipment	100,188.35
307 - Sewer Machinery	130,629.33
308 - Computer S/W	10,417.35
309 - Vehicles	125,128.96
311 - Less Accum Depreciation	-6,353,923.48

**Total Fixed Assets** 4,553,628.54

**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** 5,465,213.94

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Cedar Key Water & Sewer District**  
**Balance Sheet**  
As of May 31, 2023  
May 31, 23

<b>Other Current Liabilities</b>	
485 · Note Payable -RD - Current	20,000.00
403- Emplo Ret Con Payabale	-19.80
407-01 SS Tax Payable	119.23
408 - Sales Tax Payable	140.25
411 - Unearned Revenues	11,100.72
450 · Fed. Income Taxes Payable	-1,276.54
482 - Accrued Int Pay	2,307.53
483 · Accrued Compensated Absences	16,625.00
484 -Customer Deposits Payable	14,557.25
<b>Total Other Current Liabilities</b>	<b>63,553.64</b>
<b>Total Current Liabilities</b>	<b>63,553.64</b>
<b>Long Term Liabilities</b>	
460 · N/P-Rural Development	1,036,000.00
500 - Accrd Compen Absences-LT	13,946.00
<b>Total Long Term Liabilities</b>	<b>1,049,946.00</b>
<b>Total Liabilities</b>	<b>1,113,499.64</b>
<b>Equity</b>	
598 · Restricted for Debt Service	42,655.47
3900 · Retained Earnings	311,936.64
599 · Investment in Capital Assets -	3,663,878.54
Net Income	333,243.65
<b>Total Equity</b>	<b>4,351,714.30</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,465,213.94</b>

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## Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Ordinary Income/Expense</b>			
<b>Income</b>			
<b>300 - Income</b>			
305 - Water Revenue	342,899.61	526,000.00	65.19%
310 - Sewer Revenues	286,791.53	435,000.00	65.93%
325 - Penalties	8,286.99	2,958.00	280.16%
330 - Earned Interest	853.59	20.00	4,267.95%
335 - New Meter Charges	1,200.00	5,600.00	21.43%
350 - Misc Income	1,553.54	12,500.00	12.43%
365. Meter Installation Fee	505.00	1,200.00	42.08%
380 - Grant SRF Planning	2,693.84		
383- DEP Sewer Grant	108,000.00		
300 - Income - Other	29.25		
<b>Total 300 - Income</b>	<u>752,813.35</u>	<u>983,278.00</u>	<u>76.56%</u>
390 Special Legislative Appr	65,378.19		
<b>Other Sources Of Income</b>			
315 - Ad Valorem Tax			
315.100 - Ad Valorem	236,736.44	262,275.00	90.26%
<b>Total 315 - Ad Valorem Tax</b>	<u>236,736.44</u>	<u>262,275.00</u>	<u>90.26%</u>
331 - City Contribution	334.00		
340 - Rental Income	17,554.08	30,123.00	58.28%
370 - Service Charge New Connection	22,000.00	11,300.00	194.69%
333 - Other Miscellaneous	898.39	530.00	169.51%
<b>Total Other Sources Of Income</b>	<u>277,522.91</u>	<u>304,228.00</u>	<u>91.22%</u>
<b>Total Income</b>	<u>1,095,714.45</u>	<u>1,287,506.00</u>	<u>85.1%</u>
<b>Gross Profit</b>	1,095,714.45	1,287,506.00	85.1%
<b>Expense</b>			
<b>500 - GENERAL AND ADMINISTRATIVE</b>			
<b>510 - Payroll</b>			
510.01 - Salaries	211,064.61	304,048.00	69.42%
510.02 - Social Security/Medicare	15,813.64	23,259.68	67.99%
510.03 - Retirement	22,774.00	30,405.00	74.9%
510.04 - Health, Dental & Life Ins	48,804.93	79,613.32	61.3%
510.05 - Workers Comp.	2,351.00	8,400.00	27.99%
<b>Total 510 - Payroll</b>	<u>300,808.18</u>	<u>445,726.00</u>	<u>67.49%</u>
<b>520 - Office</b>			
520.01 - Supplies	2,479.52	2,000.00	123.98%
520.02 - Postage & Shipping	4,426.97	6,220.00	71.17%
520.03 - Copier, Computer, Billing, Etc.	4,144.92	3,465.00	119.62%
520.04 - Printing and Copying	946.93	1,148.00	82.49%
520.05 - Web Portal/E-Billing	204.49	0.00	100.0%
<b>Total 520 - Office</b>	<u>12,202.83</u>	<u>12,833.00</u>	<u>95.09%</u>
<b>530 - Utilities</b>			
530.01 - Fuel For Equipment	7,406.81	13,200.00	56.11%

## Cedar Key Water & Sewer District Profit & Loss Budget vs. Actual October 2022 through September 2023

	Oct '22 - Sep 23	Budget	% of Budget
530.02 · Solid Waste Disposal	1,168.27	1,130.00	103.39%
530.03 · Telephone	7,826.70	10,000.00	78.27%
<b>Total 530 · Utilities</b>	<b>16,401.78</b>	<b>24,330.00</b>	<b>67.41%</b>
<b>540 · Professional Fees</b>			
540.01 · Audit & Accounting	26,160.00	22,200.00	117.84%
540.02 · Management/Legal	18,762.48	30,000.00	62.54%
540.03 · Property Appraiser's Fee	0.00	7,000.00	0.0%
540.05 · Tax Collector Fees	0.00	5,200.00	0.0%
<b>Total 540 · Professional Fees</b>	<b>44,922.48</b>	<b>64,400.00</b>	<b>69.76%</b>
<b>550 - General Repair &amp; Maint</b>			
550.01 · Vehicle	2,263.05	3,606.00	62.76%
550.02 · Equipment and Tools	883.56	5,830.00	15.16%
550.03 · Building	157.48	600.00	26.25%
550.04 · Supplies	656.72	948.00	69.27%
<b>Total 550 - General Repair &amp; Maint</b>	<b>3,960.81</b>	<b>10,984.00</b>	<b>36.06%</b>
<b>560 · Other</b>			
560.01 · Property/Liability Ins.	-199.00	52,000.00	-0.38%
560.02 · Election Expenses	0.00	4,000.00	0.0%
560.03 · Continuing Education	615.00	3,000.00	20.5%
560.04 · Annual Fees & Dues	4,690.60	11,000.00	42.64%
560.05 · Ads and Publications	1,967.82	500.00	393.56%
560.06 · Miscellaneous	1,253.05	1,650.00	75.94%
560.07 · Contingency	0.00	43,740.00	0.0%
<b>Total 560 · Other</b>	<b>8,327.47</b>	<b>115,890.00</b>	<b>7.19%</b>
<b>Total 500 · GENERAL AND ADMINISTRATIVE</b>	<b>386,623.55</b>	<b>674,163.00</b>	<b>57.35%</b>
<b>600 · DIRECT WATER EXPENSES</b>			
<b>610 · Chemicals and Filters</b>			
610.01 · Chemicals	61,914.60	88,330.00	70.1%
610.02 · Miex Resin	0.00	30,000.00	0.0%
<b>Total 610 · Chemicals and Filters</b>	<b>61,914.60</b>	<b>118,330.00</b>	<b>52.32%</b>
<b>620 - Laboratory</b>			
620.01 · In House Lab	1,187.03	2,920.00	40.65%
620.02 · Outside Lab	1,273.00	4,348.00	29.28%
<b>Total 620 - Laboratory</b>	<b>2,460.03</b>	<b>7,268.00</b>	<b>33.85%</b>
<b>630 - Regulatory</b>			
630.01 · Permits	125.00	0.00	100.0%
<b>Total 630 - Regulatory</b>	<b>125.00</b>	<b>0.00</b>	<b>100.0%</b>
<b>640 · Repairs and Maintenance</b>			
640.01 · Piping and Distribution	5,187.07	20,850.00	24.88%
640.02 · Equipment	11,671.32	12,560.00	92.93%
640.03 · Building & Grounds	0.00	7,690.00	0.0%
640.04 · Water Tower Maintenance	13,798.29	16,000.00	86.24%
640.05 · Generators Annual Mainte	0.00	1,930.00	0.0%
640.06 · Water Plant Maintenance	0.00	30,000.00	0.0%



**Cedar Key Water & Sewer District**  
**Profit & Loss Budget vs. Actual**  
 October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>% of Budget</u>
<b>Total 640 · Repairs and Maintenance</b>	30,656.68	89,030.00	34.43%
<b>650 · Utilities</b>			
650.01 · Electric	18,836.39	22,000.00	85.62%
650.02 · Propane	470.21	1,090.00	43.14%
650.03 · Telephone	2,217.83	2,360.00	93.98%
<b>Total 650 · Utilities</b>	<u>21,524.43</u>	<u>25,450.00</u>	<u>84.58%</u>
<b>660 · Other</b>			
660.01 · Professional Fees	0.00	10,000.00	0.0%
<b>Total 660 · Other</b>	<u>0.00</u>	<u>10,000.00</u>	<u>0.0%</u>
<b>670 · Capital Expenditures</b>			
670.04 · New Vehicle	41,830.00	50,000.00	83.66%
<b>Total 670 · Capital Expenditures</b>	<u>41,830.00</u>	<u>50,000.00</u>	<u>83.66%</u>
<b>680 · Loans</b>			
680-05 · RD - Water System Interest	0.00	29,040.00	0.0%
680.06 · RD-Water System Principal	0.00	20,000.00	0.0%
<b>Total 680 · Loans</b>	<u>0.00</u>	<u>49,040.00</u>	<u>0.0%</u>
<b>Total 600 · DIRECT WATER EXPENSES</b>	<u>158,510.74</u>	<u>349,118.00</u>	<u>45.4%</u>
<b>700 · DIRECT WASTEWATER EXPENSES</b>			
<b>710 · Chemicals and Filters</b>			
710.01 · Chemicals	24,714.78	23,320.00	105.98%
<b>Total 710 · Chemicals and Filters</b>	<u>24,714.78</u>	<u>23,320.00</u>	<u>105.98%</u>
<b>720 · Laboratory</b>			
720.01 · In House Lab	128.15	205.00	62.51%
720.02 · Outside Lab	10,195.17	14,100.00	72.31%
<b>Total 720 · Laboratory</b>	<u>10,323.32</u>	<u>14,305.00</u>	<u>72.17%</u>
<b>730 · Regulatory</b>			
730.01 · Permits	0.00	1,000.00	0.0%
730.02 · Biosolids Hauling	57,735.50	89,820.00	64.28%
<b>Total 730 · Regulatory</b>	<u>57,735.50</u>	<u>90,820.00</u>	<u>63.57%</u>
<b>740 · Repairs Maintenance Other</b>			
740.01 · Piping & Distribution	18,019.65	30,000.00	60.07%
740.02 · Equipment	20,417.06	13,660.00	149.47%
740.03 · Building and Grounds	2,935.17	50,000.00	5.87%
740.04 · Generator-Annual Maintenance	0.00	10,000.00	0.0%
<b>Total 740 · Repairs Maintenance Other</b>	<u>41,371.88</u>	<u>103,660.00</u>	<u>39.91%</u>
<b>750 · Utilities</b>			
750.01 · Electric	24,198.49	26,880.00	90.02%
750.02 · Propane	921.41	1,740.00	52.96%
<b>Total 750 · Utilities</b>	<u>25,119.90</u>	<u>28,620.00</u>	<u>87.77%</u>
<b>760 · Other</b>			
760.01 · Professional Fees -WWTP Permit	0.00	3,500.00	0.0%
<b>Total 760 · Other</b>	<u>0.00</u>	<u>3,500.00</u>	<u>0.0%</u>
<b>770.000 · DEP Grant Expenses</b>			
770.100 · DEP Sewer Grant - Engineering	108,000.00		

# Cedar Key Water & Sewer District

## Profit & Loss Budget vs. Actual

October 2022 through September 2023

	<u>Oct '22 - Sep 23</u>	<u>Budget</u>	<u>% of Budget</u>
Total 770.000 · DEP Grant Expenses	108,000.00		
Total 700 · DIRECT WASTEWATER EXPENSES	267,265.38	264,225.00	101.15%
Total Expense	812,399.67	1,287,506.00	63.1%
Net Ordinary Income	283,314.78	0.00	100.0%
Net Income	<u>283,314.78</u>	<u>0.00</u>	<u>100.0%</u>

# Cedar Key Water & Sewer District Monthly Checkbook Activity

As of May 31, 2023

Date	Num	Name	Memo	Amount
<b>Unrestricted Cash Funds</b>				
<b>100 - Operating Account</b>				
05/01/2023	Bankdraft	EFTPS	59-1156008	-1,301.28
05/01/2023		Deposit	Deposit	198.72
05/01/2023	31651	Deposit	WiFiber	250.00
05/01/2023		Bad Bank Draft	Mr. & Mrs. Rucker	-60.15
05/02/2023	31580	Johns, Alicia M.		-537.73
05/02/2023	Bankdraft	FMP,TF Pension Service	Retirement 04/2023	-3,278.41
05/02/2023		Deposit	Deposit	117.43
05/03/2023		Deposit	Deposit	134.78
05/04/2023	31581	McCain, James E.	Pay Check	-1,639.99
05/04/2023	31582	Johns, Alicia M.	Pay Check	-513.88
05/04/2023	31583	Richburg, Margaret A.	Pay Check	-662.06
05/04/2023		Deposit	Deposit	66.08
05/05/2023		Deposit	Nextower Rent	955.09
05/05/2023		Deposit	WiFiber Corp Rent	250.00
05/05/2023	31585	Doty, Gabriel T	Pay Check	-598.81
05/05/2023	31588	Quinn, William M.	Pay Check	-817.77
05/05/2023	31584	Borelli, Michael A	Pay Check	-369.40
05/05/2023	31586	Haldeman, Hattie B.	Pay Check	-369.40
05/05/2023	31587	Hand, Joseph G.	Pay Check	-369.40
05/05/2023	31589	Rosenthal, Stephen B.	Pay Check	-369.40
05/05/2023	31590	Sturmer, Leslie N.	Pay Check	-369.40
05/05/2023	Bankdraft	Intuit Quickbooks	Customer accout # 6411 Annual Subscription	-549.00
05/05/2023	Bankdraft	EFTPS	59-1156008	-1,756.86
05/05/2023	31591	AMERICAN PIPE & TANK, INC.	91457 3195.00 4/26/23	-3,195.00
05/05/2023	31592	Central FL Electric	Electric Bills 04/23	-5,371.11
05/05/2023	31593	Gator Works Computing	Invoice NO: 22-25862 4/25/23	-181.00
05/05/2023	31594	Hawkins, Inc.d/b/a Dumont	Invoice NO:102383	-1,647.17
05/05/2023	31595	Marina Hardware At Cedar Key, Inc	220 04/23	-104.38
05/05/2023	31596	McCall Service, Inc.	# 59074072 4/21/23	-62.06
05/05/2023	31597	NAPA Gulf Coast Parts, LLC	04/23	-84.68
05/05/2023	31598	Verizon Wireless # 1	Invoice No: Acct. 99332965 19 4/23	-108.82
05/05/2023	31599	Verizon # 2	Invoice NoAcct.522628596-00001	-98.04
05/06/2023		Deposit	Deposit	60.93
05/07/2023		Deposit	Deposit	73.75
05/08/2023		Deposit	Deposit	309.52
05/09/2023		Deposit	Deposit	205.69
05/09/2023		Deposit	Deposit	4,962.25
05/10/2023	Bankdraft	Wex Bank Marathon Fleet	Invoice No: 88888894-129850-4	3/20: -1,064.22
05/10/2023	31600	AMERICAN PIPE & TANK, INC.	91586 3195.00 5/09/23	-3,195.00
05/10/2023	31601	Aqua Pure Water & Sewerage Serv	Invoice No: 86231 04/2/23	-2,344.00
05/10/2023	31602	AT&T # 1		-543.18
05/10/2023	31603	AT & T # 2	352-543-6405 937 1988 4/23	-108.18
05/10/2023	31604	CORE & MAIN LP	Invoice No: L5752606 05/23	-1,679.95

# Cedar Key Water & Sewer District Monthly Checkbook Activity

As of May 31, 2023

Date	Num	Name	Memo	Amount
05/10/2023	31605	Egis Insurance Advisors	Invoice No: Policy # WC 100121692 10/01/2022-9/	-2,351.00
05/10/2023	31606	Florida Rural Water Asso.	Invoice No:13401 Renewals Dues	-593.60
05/10/2023	31607	Hawkins, Inc.d/b/a Dumont	Invoice NO: 6465147 5/08/23	-5,881.61
05/10/2023	31608	Konica Minolta Business Solutions	Invoice No:28694283 4/23	-91.38
05/10/2023	31609	Nabors Giblin & Nickerson	Invoice No: 1108-22064 48408 HJE 04/2023	-3,379.58
05/10/2023	31610	Elan Financial Services		-1,890.49
05/10/2023	31611	Streamline	Annual Fees Invoice NO: OEAD86AE-0004 2023	-2,400.00
05/10/2023		Deposit	Deposit	11,902.12
05/10/2023		Deposit	Deposit	60.04
05/10/2023		Deposit	Deposit	7,281.73
05/11/2023	31612	Quinn, William M.	Pay Check	-964.93
05/11/2023		Deposit	Deposit	64.63
05/12/2023	31613	City Of Cedar Key	Rent	-2,223.10
05/12/2023	31614	Johns, Alicia M.	Pay Check	-551.68
05/12/2023	31615	Richburg, Margaret A.	Pay Check	-662.05
05/12/2023	31616	Doty, Gabriel T	Pay Check	-725.37
05/12/2023	31617	McCain, James E.	Pay Check	-1,159.12
05/12/2023	Bankdraft	EFTPS	59-1156008	-1,271.96
05/12/2023		Deposit	Deposit	73.35
05/12/2023		Deposit	Deposit	68.44
05/15/2023		Deposit	Deposit	204.51
05/16/2023	31618	AMERICAN PIPE & TANK, INC.	VOID: 91392, \$ 2,625.00 + 90963 \$3195.00 = \$	0.00
05/16/2023	31619	Cedar Key Auto Care	1999 5/23	-91.78
05/16/2023	31620	Quill Corporation	Invoice # 30589746 3/23	-69.99
05/16/2023		Deposit	Deposit	10,004.26
05/16/2023		Deposit	Deposit	7,769.19
05/16/2023		Deposit	Deposit	120.75
05/16/2023		Deposit	Deposit	1,488.99
05/16/2023		Deposit	Deposit	55.05
05/17/2023	31621	AMERICAN PIPE & TANK, INC.	Invoice No. 90963	-3,195.00
05/17/2023		Deposit	Deposit	294.00
05/17/2023		Deposit	Deposit	5,778.70
05/18/2023	31622	Johns, Alicia M.	Pay Check	-513.88
05/18/2023	31623	Doty, Gabriel T	Pay Check	-810.38
05/18/2023	31624	JET-VAC	Invoice No: P0424010 5/11/23	-1,597.87
05/18/2023		Deposit	Deposit	194.63
05/19/2023	31625	McCain, James E.	Pay Check	-1,159.13
05/19/2023	31626	Quinn, William M.	VOID: Pay Check	0.00
05/19/2023	31627	Richburg, Margaret A.	Pay Check	-662.07
05/19/2023	31628	Quinn, William M.	Pay Check	-817.76
05/19/2023	Bankdraft	EFTPS	59-1156008	-1,209.90
05/19/2023		Deposit	Deposit	73.84
05/22/2023		Deposit	Deposit	75.45
05/23/2023	31629	Margaret Ann Richburg	Reimbursement Request mileage to Ocala 05/23/23	-84.68
05/23/2023		Deposit	Deposit	128.23



# Cedar Key Water & Sewer District Monthly Checkbook Activity

As of May 31, 2023

Date	Num	Name	Memo	Amount
05/23/2023		Deposit	Deposit	10,731.54
05/24/2023		Deposit	Deposit	29,000.00
05/24/2023		Deposit	Deposit	67.47
05/25/2023	31630	Quinn, William M.	Pay Check	-964.93
05/25/2023	31631	Johns, Alicia M.	Pay Check	-513.88
05/25/2023	31635	Baskerville-Donovan, Inc.	VF03577 DB 1.25.23 Agreement # LPA0260	-29,000.00
05/25/2023		Deposit	Deposit Charter	446.01
05/25/2023		Deposit	Verizon	1,141.88
05/26/2023	31632	Doty, Gabriel T	Pay Check	-598.81
05/26/2023	31633	McCain, James E.	Pay Check	-1,358.46
05/26/2023	31634	Richburg, Margaret A.	Pay Check	-662.05
05/26/2023	Bankdraft	EFTPS	59-1156008	-1,283.62
05/26/2023		Deposit	Deposit	10.00
05/26/2023	31636	AFLAC	ATF27	-933.96
05/26/2023	31637	Transamerica Employee Benefits	33859	-56.08
05/26/2023	31640	Citrus Co. Chronicle	Proof of Publications 199CCE1LEVY CO. CITIZEN	-29.86
05/26/2023	31639	Hawkins, Inc.d/b/a Dumont	Invoice NO: 6479672, 6479675	-7,018.18
05/26/2023	31641	Mueller CO	Invoice NO: 6563213. 65510948	-466.07
05/26/2023	Bankdraft	FMP,TF Pension Service	05/2023	-3,313.73
05/26/2023		Deposit	Deposit	135.00
05/26/2023		Deposit	Deposit	121.91
05/27/2023		Deposit	Deposit	84.64
05/30/2023		Deposit	Deposit	31,377.38
05/30/2023		Deposit	Deposit	6,778.36
05/31/2023	31642	US Postmaster	800pc @ .48 ea= 384.00	-384.00
05/31/2023	31643	Johns, Alicia M.	Pay Check	-513.88
05/31/2023		Deposit	Deposit	60.98
05/31/2023		Deposit	Deposit	250.00
05/31/2023	31649	Deposit		-1.00
05/31/2023		ACH Return	Cassandra Peck	-79.74
Total 100 - Operating Account				<u>18,541.03</u>
Total Unrestricted Cash Funds				<u>18,541.03</u>
<b>TOTAL</b>				<u><b>18,541.03</b></u>



**Employee Time off Accrued and Used**

**Doty, Gabriel T**

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance
05/12/2023	31616	05/06/2023	05/12/2023	48.00	1.90	-	67.92	2.00	8.00	37.00
05/18/2023	31623	05/13/2023	05/19/2023	55.00	1.90	-	69.82	2.00	8.00	31.00
05/26/2023	31632	05/20/2023	05/26/2023	40.00	1.90	-	71.72	2.00	-	33.00
05/05/2023	31585	04/29/2023	05/05/2023	40.00	1.90	-	73.62	2.00	11.00	24.00
				<b>183.00</b>	<b>7.60</b>	<b>0.00</b>	<b>73.62</b>	<b>8.00</b>	<b>27.00</b>	<b>24.00</b>

**Johns, Alicia M.**

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance
05/12/2023	31614	05/08/2023	05/12/2023	43.00	3.13	-	90.42	2.00	8.00	28.95
05/18/2023	31622	05/13/2023	05/19/2023	40.00	3.13	-	93.55	2.00	5.00	25.95
05/02/2023	31580	04/29/2023	05/05/2023	40.00	-	40.00	53.55	-	-	25.95
05/25/2023	31631	05/22/2023	05/26/2023	40.00	3.13	-	56.68	2.00	8.00	19.95
05/04/2023	31582	05/01/2023	05/05/2023	40.00	3.13	-	59.82	2.00	6.00	15.95
				<b>203.00</b>	<b>12.53</b>	<b>40.00</b>	<b>59.82</b>	<b>8.00</b>	<b>27.00</b>	<b>15.95</b>

**McCain, James E.**

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance
05/12/2023	31617	05/06/2023	05/12/2023	40.00	3.13	-	259.72	2.00	11.00	1,052.80
05/19/2023	31625	05/13/2023	05/19/2023	40.00	3.13	-	262.85	2.00	8.00	1,046.80
05/26/2023	31633	05/20/2023	05/26/2023	46.00	3.13	-	265.98	2.00	11.00	1,037.80
05/04/2023	31581	05/06/2023	05/12/2023	55.00	3.13	-	269.12	2.00	-	1,039.80
				<b>181.00</b>	<b>12.53</b>	<b>0.00</b>	<b>269.12</b>	<b>8.00</b>	<b>30.00</b>	<b>1,039.80</b>

**Quinn, William M.**

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance
05/11/2023	31612	05/06/2023	05/12/2023	55.00	3.13	-	151.70	2.00	-	278.50
05/19/2023	31626	05/13/2023	05/19/2023	-	-	-	151.70	-	-	278.50
05/19/2023	31628	05/13/2023	05/19/2023	46.00	3.13	-	154.83	2.00	-	280.50
05/25/2023	31630	05/20/2023	05/26/2023	55.00	3.13	3.00	154.97	2.00	-	282.50
05/05/2023	31588	04/29/2023	05/05/2023	46.00	3.13	-	158.10	2.00	-	284.50
				<b>202.00</b>	<b>12.53</b>	<b>3.00</b>	<b>158.10</b>	<b>8.00</b>	<b>0.00</b>	<b>284.50</b>

**Richburg, Margaret A.**

Date	Chk Num	Period Start	Period End	Hours	Vac Accrued	Vac Used	Vac Balance	Sick Accrued	Sick Used	Sick Balance
05/12/2023	31615	05/08/2023	05/12/2023	40.00	3.13	3.00	25.80	2.00	4.00	-2.00
05/19/2023	31627	05/13/2023	05/19/2023	40.00	3.13	-	28.93	2.00	-	-
05/26/2023	31634	05/22/2023	05/26/2023	40.00	3.13	-	32.07	2.00	3.00	-1.00
05/04/2023	31583	05/01/2023	05/05/2023	40.00	3.13	-	35.20	2.00	-	1.00
				<b>160.00</b>	<b>12.53</b>	<b>3.00</b>	<b>35.20</b>	<b>8.00</b>	<b>7.00</b>	<b>1.00</b>

# Cedar Key Water and Sewer District

## Penalty Register

Detailed

For charges due before 05/31/2023

Account Balance as of 05/31/2023

Disconnect Date 06/09/2023

Sorted by: Route + Reading Sequence

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
Service	Code							
19001	19001	DOUGLAS MAPLE	15624 SUNSET PT DR		47.42	20.00	0.00	67.42
WATER	P1			19125751	43.41	0.00	0.00	43.41
SEWER								
		DOUGLAS MAPLE	Total		90.83	20.00	0.00	110.83
23001	23001	J. COLLIS SPIVEY	15680 MILLER ISLAND		31.02	20.00	0.00	51.02
WATER	P1			2000047474	29.44	0.00	0.00	29.44
SEWER								
		J. COLLIS SPIVEY	Total		60.46	20.00	0.00	80.46
43001	43001	BENJAMIN BURNSSED	12250 SR 24		29.60	20.00	0.00	49.60
WATER	P1			2100185277	28.29	0.00	0.00	28.29
SEWER								
		BENJAMIN BURNSSED	Total		57.89	20.00	0.00	77.89
45001	45001	ALICE MCKEE	12208 FRANKO CIR.		69.65	20.00	0.00	89.65
WATER	P1			13658464	93.65	0.00	0.00	93.65
SEWER								
		ALICE MCKEE	Total		163.30	20.00	0.00	183.30
81001	81001	W.E. KNIGHT	12406 SR 24		40.44	20.00	0.00	60.44
WATER	P1			14346305	37.30	0.00	0.00	37.30
SEWER								
		W.E. KNIGHT	Total		77.74	20.00	0.00	97.74
1051001	1051001	WILL KNIGHT	12406 SR 24		31.11	20.00	0.00	51.11
WATER	P1			18258673	31.11	20.00	0.00	51.11
		WILL KNIGHT	Total		31.11	20.00	0.00	51.11
91001	91001	FRANK OFFERLE	12531 LIVE OAK ST.		28.11	20.00	0.00	48.11
WATER	P1			14280716	27.09	0.00	0.00	27.09
SEWER								
		FRANK OFFERLE	Total		55.20	20.00	0.00	75.20
1300001	1300001	JOHN FRADELLA III	BAYSHORE		28.80	20.00	0.00	48.80
WATER	P1			14346414	28.80	20.00	0.00	48.80
		JOHN FRADELLA III	Total		28.80	20.00	0.00	48.80
142001	142001	NATURE COAST AQUA,	12928 SR 24 - SIMPSON		26.00	20.00	0.00	46.00
WATER	P1			14280658	26.00	20.00	0.00	46.00
		NATURE COAST AQUA,	Total		26.00	20.00	0.00	46.00
168001	168001	DAVID MEDEIROS	1181 GULF BLVD		33.24	20.00	0.00	53.24
WATER	P1			19125724	31.23	0.00	0.00	31.23
SEWER								
		DAVID MEDEIROS	Total		64.47	20.00	0.00	84.47
260001	260001	CHRISTINE DANIELS	1225 HAWTHORNE AVE		38.52	20.00	0.00	58.52
WATER	P1			2100035384	41.56	0.00	0.00	41.56
SEWER								
		CHRISTINE DANIELS	Total		80.08	20.00	0.00	100.08
267001	267001	CHRISTENE DANIELS	1370 HAWTHORNE AVE		139.17	20.00	0.00	159.17
WATER	P1			11557325	150.79	0.00	0.00	150.79
SEWER								
		CHRISTENE DANIELS	Total		289.96	20.00	0.00	309.96
276001	276001	MARY RINEHART	1173 GULF BLVD		28.51	20.00	0.00	48.51
WATER	P1			14280679	43.70	0.00	0.00	43.70
SEWER								
		MARY RINEHART	Total		72.21	20.00	0.00	92.21

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
290001	290001	DIANA BIBLE	1170 PARODA AVE					
				13658397	114.82	20.00	0.00	134.82
					104.43	0.00	0.00	104.43
		DIANA BIBLE	Total		219.25	20.00	0.00	239.25
309001	309001	DAVID WEIBLE	16490 PARODA AVE.					
				17336210	34.01	20.00	0.00	54.01
					31.85	0.00	0.00	31.85
		DAVID WEIBLE	Total		65.86	20.00	0.00	85.86
319001	319001	MARTIN KEARIN	1250 INDIANA AVE					
				12943661	76.44	20.00	0.00	96.44
					46.62	0.00	0.00	46.62
		MARTIN KEARIN	Total		123.06	20.00	0.00	143.06
338001	338001	ANCHOR COVE, LLC	5346 SW 91ST TERR.					
				21093857	1.08	20.00	0.00	21.08
		ANCHOR COVE, LLC	Total		1.08	20.00	0.00	21.08
340001	340001	RICHARD CLARK	16233 ANDREWS CIRCLE					
				12447014	29.15	20.00	0.00	49.15
					31.67	0.00	0.00	31.67
		RICHARD CLARK	Total		60.82	20.00	0.00	80.82
363001	363001	ROBBIE COLLINS	12051 SW 164TH					
				12943645	55.58	20.00	0.00	75.58
					33.12	0.00	0.00	33.12
		ROBBIE COLLINS	Total		88.70	20.00	0.00	108.70
400001	400001	JAMES MOORE	12291 SW 166TH COURT					
				2100185307	169.47	20.00	0.00	189.47
					142.64	0.00	0.00	142.64
		JAMES MOORE	Total		312.11	20.00	0.00	332.11
415001	415001	TODD PAYNE	16791 SW HODGES AVE.					
				2100160609	30.68	20.00	0.00	50.68
					29.16	0.00	0.00	29.16
		TODD PAYNE	Total		59.84	20.00	0.00	79.84
1640001	1640001	JOHN EVANS	12361 WATSON CIRCLE					
				22198122	28.00	20.00	0.00	48.00
		JOHN EVANS	Total		28.00	20.00	0.00	48.00
427001	427001	JOHN FRADELLA III	16850 SANDRA ST.					
				19125719	36.18	20.00	0.00	56.18
					33.60	0.00	0.00	33.60
		JOHN FRADELLA III	Total		69.78	20.00	0.00	89.78
444001	444001	FRANK OFFERLE	12660 HODGSON AVE.					
				14062474	145.32	20.00	0.00	165.32
					253.02	0.00	0.00	253.02
		FRANK OFFERLE	Total		398.34	20.00	0.00	418.34
462001	462001	TODD TAYLOR	16851 MARGERY ST.					
				14062242	49.71	20.00	0.00	69.71
					28.38	0.00	0.00	28.38
		TODD TAYLOR	Total		78.09	20.00	0.00	98.09
491001	491001	LYNN SYLVER	12390 GULF BLVD					
				2100035381	42.09	20.00	0.00	62.09
					45.50	0.00	0.00	45.50
		LYNN SYLVER	Total		87.59	20.00	0.00	107.59
519001	519001	STACY GERVAIS	82 2ND ST-CC 214					
				2300008322	0.08	20.00	0.00	20.08
					29.37	0.00	0.00	29.37
		STACY GERVAIS	Total		29.45	20.00	0.00	49.45
543001	543001	WESLEY DIXON	11 OLD MILL DRIVE 2C					
				14280438	56.21	20.00	0.00	76.21
					33.62	0.00	0.00	33.62
		WESLEY DIXON	Total		89.83	20.00	0.00	109.83
567001	567001	SAMANTHA BENFIELD	11 OLD MILL DRIVE- 8E					
				14280446	36.55	20.00	0.00	56.55





Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
567001	567001	SAMANTHA BENFIELD	11 OLD MILL DRIVE- 8E		33.90	0.00	0.00	33.90
		SEWER						
		SAMANTHA BENFIELD	Total		70.45	20.00	0.00	90.45
596001	596001	PETER MCELWAN	211 2ND ST 21-223	2100185317	30.08	20.00	0.00	50.08
		WATER P1						
		SEWER			28.68	0.00	0.00	28.68
		PETER MCELWAN	Total		58.76	20.00	0.00	78.76
622001	622001	RICCARDO BARRANTES	7030 DEPOT STREET	2300008311	29.31	20.00	0.00	49.31
		WATER P1						
		SEWER			28.06	0.00	0.00	28.06
		RICCARDO BARRANTES	Total		57.37	20.00	0.00	77.37
650001	650001	ROBERT ROBINSON	7041 DEPOT ST 204C	14280745	16.21	20.00	0.00	36.31
		WATER P1						
		SEWER			13.73	0.00	0.00	13.73
		ROBERT ROBINSON	Total		30.04	20.00	0.00	50.04
655001	655001	WADE WETHERINGTON	7041 DEPOT ST 204C	22114889	37.35	20.00	0.00	57.35
		WATER P1						
		SEWER			11.46	0.00	0.00	11.46
		WADE WETHERINGTON	Total		48.81	20.00	0.00	68.81
1071001	1071001	MANDY OFFERLE	LOTS BETWEEN 2ND &	12943637	51.58	20.00	0.00	71.58
		WATER P1						
		MANDY OFFERLE	Total		51.58	20.00	0.00	71.58
682001	682001	TIPSY COW	360 DOCK STREET	14346426	119.32	20.00	0.00	139.32
		WATER P1						
		SEWER			90.72	0.00	0.00	90.72
		TIPSY COW	Total		210.04	20.00	0.00	230.04
719001	719001	GALLOGLAIGH LLC	550 1ST ST IP#206	13484063	134.83	20.00	0.00	154.83
		WATER P1						
		SEWER			89.74	0.00	0.00	89.74
		GALLOGLAIGH LLC	Total		224.57	20.00	0.00	244.57
825001	825001	JIMMY ALLEN	1 JIMMY ALLEN	13658451	5.60	20.00	0.00	25.60
		WATER P1						
		JIMMY ALLEN	Total		5.60	20.00	0.00	25.60
828001	828001	TRIPLE THREAT	1071 D STREET	14280427	48.00	20.00	0.00	68.00
		WATER P1						
		TRIPLE THREAT	Total		48.00	20.00	0.00	68.00
845001	845001	TERESE SEARS	741 6TH ST	2000047454	191.13	20.00	0.00	211.13
		WATER P1						
		SEWER			139.96	0.00	0.00	139.96
		TERESE SEARS	Total		331.09	20.00	0.00	351.09
894001	894001	BRAD PENNEY	690 4TH ST	14280500	35.78	20.00	0.00	55.78
		WATER P1						
		SEWER			33.28	0.00	0.00	33.28
		BRAD PENNEY	Total		69.06	20.00	0.00	89.06
897001	897001	LOIS BENNINGHOFF	5088 E. ST.	18258655	28.43	20.00	0.00	48.43
		WATER P1						
		SEWER			27.53	0.00	0.00	27.53
		LOIS BENNINGHOFF	Total		55.96	20.00	0.00	75.96
899001	899001	ELADIO LAMBERSON	610 5TH ST.	14346865	29.42	20.00	0.00	49.42
		WATER P1						
		SEWER			49.57	0.00	0.00	49.57
		ELADIO LAMBERSON	Total		78.99	20.00	0.00	98.99
900001	900001	TONYA LAMBERT	634 5TH ST.	12943629	11.68	20.00	0.00	31.68
		WATER P1						
		SEWER			29.97	0.00	0.00	29.97
		TONYA LAMBERT	Total		41.65	20.00	0.00	61.65
903001	903001	JESSE BAGGETT JR	674 5TH ST.	18189963	59.65	20.00	0.00	79.65
		WATER P1						
		SEWER			63.15	0.00	0.00	63.15
		JESSE BAGGETT JR	Total		122.80	20.00	0.00	142.80

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
921001	921001	RICHARD BAINBRIDGE	857 6TH ST.	14062610	36.41	20.00	0.00	56.41
		WATER			33.79	0.00	0.00	33.79
		SEWER						
		RICHARD BAINBRIDGE	Total		70.20	20.00	0.00	90.20
922001	922001	KERRIE BRIDGES	882 6TH ST.	14346441	43.16	20.00	0.00	63.16
		WATER			39.68	0.00	0.00	39.68
		SEWER						
		KERRIE BRIDGES	Total		82.84	20.00	0.00	102.84
926001	926001	MATTHEW CHATOWSKY	782 7TH ST	14346509	34.04	20.00	0.00	54.04
		WATER			31.88	0.00	0.00	31.88
		SEWER						
		MATTHEW CHATOWSKY	Total		65.92	20.00	0.00	85.92
953001	953001	LYDIA HICKS	857 8TH STREET	14346495	79.58	20.00	0.00	99.58
		WATER			72.27	0.00	0.00	72.27
		SEWER						
		LYDIA HICKS	Total		151.85	20.00	0.00	171.85

Total Customers 48  
 Prev. Balance ~~\$4,685.43~~  
 Penalty \$960.00  
 Total Tax \$0.00  
 Account Balance \$5,645.43

Previously Posted Penalty \$0.00

13 customers  
 \$1,483.95

# Pipeline progress report

## June 2023

### Items for attention:

1. Review and approve W3C Interlocal agreement (Bronson and Otter creek approved agreement at meetings on June 5). See Evan's memo of June 5th
2. Submit W3C startup funding request immediately to SRWMD (Scott is working on estimate)

### Items of interest:

1. Leroy (SRWMD) presented Brief history and future of W3C to Bronson Board and to Levy County Board. This was to educate new board members and inform board members of recent events
2. Scott (Wetlands Solutions) should request funds from SRWMD to identify drinking water well location in Bronson

### Leroy's Explanation of W3C sequence:

1. Cedar Key, Otter Creek and Bronson requested funds from SRWMD for pipeline project in December 2022 (\$36 million for drinking water and \$67 million for wastewater )
2. SRWMD approved project in May 2023 and forwarded it to DEP for approval and funding
3. AWS cannot fund entire project
4. W3C should be legally formed immediately and request startup funds from SRWMD
5. DEP should respond in August and hopefully approve pipeline project
6. Funding for project would be a combination of DEP SRF, AWS and other sources. SRF is a loan, but part of the loan is forgiven, and

hopefully AWS can pickup the balance for the first phase of the project.

7. The first phase of the project will be the engineering and design. At the completion of this phase we should have a good idea of total cost and source of funds to pay for it.
8. Any member of W3C can exit the Coop at anytime.

# Board of Commissioners

## Agenda Request

Date of Meeting: June 12, 2023

Date Submitted: June 5, 2023

To: Honorable Chairperson and Members of the Board

From: Evan Rosenthal, District General Counsel

Subject: Proposed Interlocal Agreement Creating the Waccasassa Water and Wastewater Cooperative

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**Statement of Issue:**

This agenda item requests Board consideration and direction concerning a proposed interlocal agreement (“Agreement”) between the District, the Town of Bronson, and the Town of Otter Creek related to the establishment of an independent special district to be known as the Waccasassa Water and Wastewater Cooperative (the “Cooperative”) to pursue opportunities related to the funding, construction, and operation of water and wastewater facilities, including an approximately 30 mile water and wastewater pipeline running from Bronson to Cedar Key (the “Project”).

**Background and Analysis:**

Due to current and projected future challenges associated with the District’s existing water production and wastewater treatment facilities, the District has studied potential solutions which would move the District’s facilities off the island and away from the coast. One such concept involves the creation of a regional water and wastewater governmental entity that would be responsible for the operation of central water production and wastewater treatment facilities to be located in or near the Town of Bronson, an area which has high quality raw groundwater.

State law—specifically Section 163.01(7)(g), Florida Statutes—specifically authorizes the creation of a separate governmental entity which may acquire, own, construct, improve, operate, and manage public facilities, or finance facilities on behalf of any person, relating to a governmental function or purpose, including, but not limited to, wastewater facilities, water or alternative water supply facilities, and water reuse facilities, which may serve populations within or outside of the members of the entity. The District would then be able to obtain wholesale potable water and wastewater treatment from this regional governmental entity.

There is supplemental general law authorization for the formation of regional water supply authorities in Section 373.713, F.S., entitled “Regional Water Supply Authorities.” This statute authorizes counties, municipalities, and special districts to create regional water supply authorities

by interlocal agreement pursuant to Section 163.01, F.S., subject to approval of the FDEP Secretary, “for the purpose of developing, recovering, storing, and supplying water for county or municipal purposes in such a manner as will give priority to reducing adverse environmental effects of excessive or improper withdrawals of water from concentrated areas.” The proposed Agreement does not invoke or utilize Section 373.713, F.S. There is significant overlap in the powers that can be exercised by special district entities created pursuant to Section 373.713 and 163.01. The primary differences between the two enabling statutes are summarized as follows:

- Regional Water Supply Authorities created pursuant to Section 373.713 require express approval by the FDEP Secretary. No such approval is required for an entity created pursuant to Section 163.01 alone.
- It appears a Regional Water Supply Authority created pursuant to Section 373.713 may not engage in local distribution of water. See Sec. 373.713(2)(d), F.S. No such restriction exists on entities created pursuant to Section 163.01 alone.
- Regional Water Supply Authorities created pursuant to Section 373.713 are authorized to levy ad valorem taxes not to exceed 0.5 mills, subject to the referendum approval of the electors residing within the territory to be included in such authority. There is no statutory authorization for entities created pursuant to Section 163.01 to levy ad valorem taxes. As currently proposed, the Cooperative will have no ability to levy ad valorem taxes and will have to rely on other means of generating revenue.

If the Board is interested in creating the Cooperative pursuant to Section 373.713 in addition to Section 163.01, F.S., the Agreement will need to be modified and presented to the Secretary of FDEP for approval. The primary significance of this decision is that invoking Section 373.713 will permit the Cooperative to levy ad valorem taxes not to exceed 0.5 mills if approved by referendum of the electors within the Cooperative’s territory and the Cooperative would be prohibited from engaging in local distribution of water. This may also impact the timing of the formation of the Cooperative, due to the requirement that the FDEP Secretary approve its creation.

#### Summary of Draft Interlocal Agreement

The draft interlocal agreement attached hereto provides for the establishment of the Cooperative, an independent special district governmental entity. The creation of the Cooperative is effective upon approval of the governing bodies of all three member governments (the “Cooperative Members”).

#### *Governance Structure*

The Agreement provides for the Cooperative to be governed by a Board of Directors, consisting of one director appointed by each member government. Each director must be a member of the member government’s governing body (i.e. the Otter Creek/Bronson City Council or CKWSD Board). Should additional governmental entities join the Cooperative in the future, they would each appoint a director. The member governments are free to appoint and remove their appointed representatives on the Board at will. There are no terms or term limits for directors, who will serve until they resign or are removed. Cooperative Members may also appoint an alternate director to attend meetings in the event of the unavailability of the regular director.

The Board of Directors would annually elect a Chair, Vice-Chair, and Secretary Treasurer. The Board will conduct regular meetings, and will abide by all open meeting and public record requirements established by law.

*Powers*

The Cooperative is authorized to exercise broad powers related to the provision of water and sewer utility service (including reclaimed water), including the power to plan for, acquire, dispose of, own, improve, operate, finance, and maintain potable water, reclaimed water, and wastewater utility facilities. The Agreement is designed to provide maximum flexibility.

The Cooperative is authorized to construct, own, and operate facilities that will allow it to provide wholesale water and wastewater service to the member governments. It is important to note that the Cooperative is not authorized to provide local/retail water/wastewater service unless consent is given by the entity that provides or is otherwise authorized to provide retail/local water and/or wastewater services to such areas.

*Special Provisions Related to CKWSD*

To ensure maximum flexibility to the District and ensure the District is not obligated to obtain wholesale water/wastewater service from the Cooperative in the event the Cooperative's rates are not competitive or obtaining wholesale water/wastewater service from the Cooperative is otherwise determined not to be in the District's best interests, the Agreement contains the following provision:

Nothing in this Agreement shall be construed as permitting Cooperative to provide local/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 Service or Wholesale Wastewater Service from the Cooperative. The Cooperative and CKWSD may, but are not required to, enter into one or more separate written agreements establishing the terms and conditions pursuant to which Cooperative may provide Wholesale Water Service and/or Wholesale Wastewater Service to the District, including the applicable wholesale service rates. Notwithstanding any other provision in this Agreement, CWKSD shall have the right to obtain Wholesale Water Service and/or Wholesale Wastewater Service from any other source, including from its own facilities or through agreements with any other public or private entities or providers.

*Budget and Financing*

The Cooperative is authorized to impose and collect rates, fees, and charges for its provision of water and wastewater service, including connection fees and it may also apply for and receive grants





and loans from state and federal agencies.

As currently structured, the Cooperative does not have the authority to impose ad valorem taxes. All taxes must be authorized by general law (i.e. the Florida Constitution or Florida Statutes) and there is no applicable general law that would allow for the Cooperative to levy ad valorem taxes under the contemplated method of establishing the Cooperative. As noted above, if the Cooperative is formed pursuant to Section 373.713, F.S., the Cooperative would be authorized to levy ad valorem taxes not to exceed 0.5 mills, subject to the approval of the electors residing within the Cooperative's territory. See pages 1 and 2 of this Memo for further discussion of this issue.

The Cooperative is authorized to issue debt, including bonds to fund Cooperative facilities and projects.

The Cooperative is also authorized to receive contributions, payments, advances, loans, and/or transfers of funds from the Cooperative Members and to repay or return some or all of such funds from Cooperative revenues. All contributions, payments, advances, loans and or/transfers of funds to the Cooperative by Cooperative Members and the terms of repayment or return of such funds (where applicable) by the Cooperative to Cooperative Members shall be governed by separate agreement entered into between the Cooperative and one or more of the Cooperative Members.

The Agreement provides for the Cooperative to adopt an annual budget and five-year capital improvement plan.

#### *Dissolution/Termination of Cooperative and Withdrawal of Member Governments*

The Agreement provides several methods pursuant to which a member government may withdraw from the Cooperative or the Cooperative may be dissolved in its entirety.

Any Cooperative Member may withdraw from the Cooperative at any time, if the following conditions are satisfied: (i) there shall be at least two (2) Cooperative Members remaining in the Cooperative subsequent to withdrawal, and (ii) a certified resolution from the Cooperative Member's governing body setting forth its intent to withdraw is presented to the Cooperative.

The Cooperative can be terminated by unanimous agreement of the member governments. Provided, prior to any such termination becoming effective, provision must be made for payment of all outstanding Obligations, expenses, and liabilities of the Cooperative, and satisfaction of any conditions or obligations contained within any grants awarded to the Cooperative that could trigger repayment requirements if they are not satisfied. If the Cooperative has insufficient funds to satisfy its outstanding Obligations, expenses, and liabilities (including any grants awarded to the Cooperative that could trigger repayment requirements if they are not satisfied), the responsibility for funding any deficiencies shall be shared equally by the Cooperative Members unless all Cooperative Members agree in writing to a different method of allocating responsibility for such deficiencies.

Additionally, if the Cooperative does not own, lease, or operate any Cooperative Facilities, there are



no Obligations outstanding, and there are no outstanding grants awarded to the Cooperative containing conditions or obligations that could trigger repayment requirements if they are not satisfied, the Cooperative may be terminated and dissolved by a majority vote of the Board, provided, provisions are made for payment of all outstanding expenses and liabilities of the Cooperative.

### *Analysis*

The decision to create the Cooperative—and to pursue the contemplated Project—warrants careful consideration. Below are several factors, issues, and questions that the Board may wish to take into account:

- How will the Cooperative’s non-capital costs be funded? The Cooperative will incur a variety of operational and administrative expenses such as management expenses (whether through contracted services providers or employees), accounting, insurance, legal, compliance with special district requirements, grant writing and administration, and costs associated with conducting and noticing meetings. No financial feasibility studies have been performed to date addressing funding of the Cooperative. Another special district entity created in 2018 to oversee construction and operation of 2.3 miles of water and wastewater facilities (the Highway 79 Corridor Authority) has generally averaged in the range of \$100,000 - \$150,000 in annual operational, administrative, and management expenses. These expenses have been primarily funded through contributions from the member governments that make up the Highway 79 Corridor Authority. It should also be noted that the W3C Project is significantly larger in scope and cost than the Highway 79 Corridor project. The Cooperative Members are small, fiscally constrained entities that may have limited capacity to provide financial support to the Cooperative. The Town of Otter Creek’s population as of the 2010 census is 134. Levy County has declined to join the Cooperative as of this time, at least in part due to concerns regarding its financial sustainability. While the SRWMD has indicated that some funding for start up costs may be available, the amount of funding is unknown at this time.
- How will the Project be funded and what happens if sufficient funds are not available from grants to construct the Project? If there are cost overruns, how will those be funded? A “Phase 1: Regional Alternative Water Supply Feasibility – Cedar Key, Bronson, Otter Creek, and Unincorporated Areas in Levy County” and dated September 26, 2022, prepared for the Suwannee River Water Management District (SRWMD) by Wetland Solutions, Inc. (the “Wetlands Feasibility Report”) estimates the costs to construct a regional water/wastewater treatment system and main line from Bronson to Cedar Key at around \$102 million.<sup>1</sup> This does not include any costs associated with establishing water distribution and wastewater collection systems in unincorporated areas (i.e. Rosewood and Sumner). Given the current environment of rising costs, it is unknown whether this still represents an accurate cost estimate. Additionally, as the Project will need to be designed and permitted, it will likely be 1-2 years from the date of this writing before construction bids are ready to be solicited.

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<sup>1</sup> Per the Wetlands Feasibility Report, this cost estimate is subject to a variance of -30% and +50%.

- If the Project is successfully constructed, how will operations, maintenance, and administration of the Cooperative be funded on an ongoing basis? Grants are generally not available for these types of costs. Will the Cooperative be able to fund operations/maintenance through rates and charges for the sale of water/wastewater alone? As there is no guarantee that any Cooperative Member will ultimately purchase wholesale water/wastewater service from the Cooperative, there is uncertainty concerning the Cooperative's future revenue streams. There is also uncertainty concerning the rates the Cooperative would charge to Cooperative Members for water/wastewater service, and whether such rates would be competitive. The Wetlands Feasibility Report did not address these issues nor have any financial feasibility studies addressing these been performed to date.
- Would the Cooperative provide local/retail service to unincorporated areas (Rosewood, Sumner, etc.) located in the Project area? It is important to note that the consent of Levy County (or the water/wastewater utility provider with jurisdiction for serving the area) would be required as a pre-requisite to the Cooperative providing local/retail service in the unincorporated area. Local water and wastewater distribution and collection facilities would also need to be constructed in order to provide service to these areas.
- While the District will have a member on the governing Board of the Cooperative, it will only have one of three seats on the Board and can be outvoted on any matter. The District will not be in full control of the direction of the Cooperative and the Project.

**Options:**

1. Approve Draft Interlocal Agreement Creating the Waccasassa Water and Wastewater Cooperative
2. Do not Approve Draft Interlocal Agreement Creating the Waccasassa Water and Wastewater Cooperative
3. Provide Feedback and Direct Changes to the Draft Interlocal Agreement Creating the Waccasassa Water and Wastewater Cooperative
4. Board Direction.

**Recommendation:**

Option #4 - Board Direction

**Attachments:**

1. Draft Interlocal Agreement Creating the Waccasassa Water and Wastewater Cooperative

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

**Among**

**Town of Bronson, Florida  
Town of Otter Creek, Florida  
Cedar Key Water and Sewer District**

**Dated as of \_\_\_\_\_, 2023**

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

**THIS INTERLOCAL AGREEMENT RELATING TO ESTABLISHMENT OF THE  
WACASSASA WATER AND WASTEWATER COOPERATIVE** is made and entered  
into this \_\_\_\_ day of \_\_\_\_\_, 2023, between the Town of Bronson, a  
municipal corporation of the State of Florida, the Town of Otter Creek, a municipal  
corporation of the State of Florida, and the Cedar Key Water and Sewer District, an  
independent special district governmental entity.

**W I T N E S S E T H**

**WHEREAS**, the constituent local governmental entities to this Agreement (the  
“Cooperative Members”) desire to establish a unified entity related to water, wastewater,  
and reclaimed water services (the “Cooperative”); and

**WHEREAS**, each of the Cooperative Members has the power to plan for,  
acquire, dispose of, own, improve, operate, finance, and maintain potable water,  
reclaimed water, and wastewater utility facilities pursuant to their powers of local self-  
government, Section 166.021, Florida Statutes (in the case of municipalities) or their  
specialized powers expressly granted by the Florida Legislature pursuant to chapter 63-  
1569, Laws of Florida, as amended by chapters 75-426, 76-416, 80-531, 87-528, 98-  
473, 2000-352, Laws of Florida, (the Cedar Key Water and Sewer District Charter) and  
Chapter 189, Florida Statutes; and

**WHEREAS**, Section 163.01, Florida Statutes (the “Interlocal Act”), permits the  
Cooperative Members 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 Members 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), Florida Statutes, authorizes the Cooperative Members, pursuant to an interlocal agreement, to create a separate legal entity to exercise the common power of the Cooperative Members, and subsection 163.01(7)(g) additionally authorizes the separate legal entity created pursuant to an interlocal agreement to finance, plan for, construct, own, improve, operate, maintain, and dispose of public facilities, including water, reclaimed water, and wastewater utility facilities which may serve populations within or outside of the members of the entity; and

**WHEREAS**, the Cooperative Members desire access to cost-effective and reliable water and wastewater services suitable to serve the present and prospective needs of their citizens; and

**WHEREAS**, the Cooperative Members have determined that it is in their best interests to create a new legal entity to acquire, own, improve, operate and maintain water, wastewater, and reclaimed water utility facilities; and

**WHEREAS**, creation of the Cooperative is intended to facilitate the development of a regional mechanism for the provision of potable water production, treatment, and transmission and wastewater transmission, treatment, and disposal service which can be made available to the Cooperative Members on a wholesale basis; and

**WHEREAS**, the Cooperative Members also intend for the Cooperative to be authorized to provide local/retail water and wastewater service to areas, subject to the

express consent of the entity that provides or is otherwise authorized to provide retail/local water and/or wastewater services to such areas.

**NOW, THEREFORE,** in consideration of the foregoing and the covenants herein, it is mutually agreed and understood by and among the Cooperative Members that execute this Interlocal Agreement that the "Wacassasa Water and Wastewater Cooperative," a legal entity and public body and a unit of local government with all of the privileges, benefits, powers and terms of the hereinafter defined Act and this Interlocal Agreement, is hereby created for the purposes described herein, as follows:



**ARTICLE I**  
**DEFINITIONS**

**SECTION 1.01. DEFINITIONS.**

(A) Whenever any words are used in this Agreement in the masculine gender, they shall be construed as though they were also used in the feminine or neuter gender in all situations where they would so apply, and whenever any words are used in this Interlocal Agreement in the singular form, they shall be construed as though they were also used in the plural form in all situations where they would so apply.

(B) The following definitions shall govern the interpretation of this Agreement:

**“Act”** shall mean, collectively, Sections 125.01 and 125.045, Florida Statutes (in the case of counties), Section 166.021, Florida Statutes (in the case of municipal corporations), the Interlocal Act, any Charters of the Cooperative Members, and other applicable provisions of law.

**“Agreement”** or **“Interlocal Agreement”** shall mean this Interlocal Agreement Relating to the Establishment of the Wacassasa Water and Wastewater Cooperative, including any amendments or supplements hereto executed and delivered in accordance with the terms hereof.

**“Assessable Improvements”** shall mean improvements to the Cooperative Facilities of a local nature and of special benefit to the premises or lands served thereby.

**“Board of Directors”** or **“Board”** shall mean the governing board of the Cooperative, consisting of the Directors appointed hereunder.

**“Connection Fees”** shall mean fees and charges imposed by the Cooperative to

acquire, construct, equip or expand the capacity of the Utility Facilities for the purpose of paying or reimbursing the equitable share of the capital cost relating to such acquisition, construction, expansion or equipping of capacity of the Utility Facilities or expansion thereof in order to serve new users of the Utility Facilities and new development within the Corridor Area. Such Connection Fees may include interest carrying costs associated with the Utility Facilities.

**“Connection Point”** or **“Connection Points”** shall mean the location(s) where a wholesale customer’s local/retail water distribution system or wastewater collection system is physically connected to the Cooperative’s Water Supply Facilities or Wastewater Treatment and Transmission Facilities for the purpose of providing Wholesale Wastewater Service and/or Wholesale Water Service to the wholesale customer.

**“Cooperative”** shall mean the Wacassasa Water and Wastewater Cooperative, a legal entity, public body, and independent special district created pursuant to the provisions of this Interlocal Agreement and the Act.

**“Cooperative Area”** shall mean the geographic boundaries within which each Cooperative Member provides or is otherwise authorized to provide water and/or wastewater water services and such other areas within which the Cooperative is authorized to provide water and/or wastewater services by express consent of the entity having jurisdiction.

**“Cooperative Facilities”** shall mean water production, transmission, treatment and distribution facilities and property, and wastewater treatment, transmission, collection and disposal facilities and property, including reuse and reclaimed water



facilities, as they may be modified, improved or expanded from time to time, which are owned, leased, operated, managed and/or used, from time to time, by the Cooperative to provide public water and wastewater services. Cooperative Facilities shall include all property, real or personal, tangible or intangible, now or hereafter owned, leased, operated or managed by the Cooperative in connection with the provision of the above enumerated services.

**“Cooperative Member”** or **“Cooperative Members”** shall mean the members of the Cooperative as provided by this Interlocal Agreement.

**“Cost”** when used in connection with a Project, shall mean (1) the Cooperative’s cost of construction; (2) costs of acquisition by or for the Cooperative of such Project; (3) costs of land and interests thereon and the cost of the Cooperative incidental to such acquisition; (4) the cost of any indemnity and/or surety bonds and premiums for insurance during construction; (5) all interest due to be paid on the Obligations relating to the Project during the period of acquisition and construction of such Project and for a reasonable period subsequent to completion of acquisition and construction as the Board may determine by resolution; (6) engineering, legal and other consulting fees and expenses; (7) costs and expenses of the financing incurred for such Project, including audits, fees and expenses of any paying agent, registrar, trustee, consultants, attorneys, engineers, credit enhancers or depository; (8) payments, when due (whether at the maturity of principal or the due date of interest or upon redemption) on any interim or temporary indebtedness incurred for such Project; (9) costs of machinery, equipment, supplies and spare parts required by the Cooperative for the commencement of operation of such Project or continuation of operation of such Project; and (10) any

other costs properly attributable to such Project or to the issuance of Obligations which finance such Project, as determined by generally accepted accounting principles applicable to such Project, and shall include reimbursement to the Cooperative for any such items of cost paid by the Cooperative prior to issuance of the Obligations issued to finance such Project. Additional items of cost may be provided pursuant to the Financing Documents.

**“Director”** shall mean that individual appointed in accordance with the provisions hereof to serve as part of the Board of Directors. “Director” shall also include an alternate who is appointed to fill such role by an Cooperative Member.

**“Financing Documents”** shall mean the resolution or resolutions duly adopted by the Cooperative, as well as any indenture of trust, trust agreement or other instrument relating to the issuance or security of the Obligations.

**“Fiscal Year”** shall mean the period commencing on October 1 of each year and continuing through the next succeeding September 30, or such other period as may be determined by the Board.

**“General Manager”** shall mean the individual or entity selected and employed by the Board to serve the Cooperative in such capacity.

**“Interlocal Act”** shall mean Part I of Chapter 163, Florida Statutes.

**“Obligations”** shall mean a series of bonds or other evidence of indebtedness, including, but not limited to, notes, commercial paper, capital leases or any other obligations of the Cooperative issued hereunder and pursuant to the Financing Documents.

**“Pledged Funds”** shall mean (1) the revenues, fees, charges, and other moneys

received by the Cooperative or its designee relating to its ownership or operation of the Cooperative Facilities, or some portion thereof, (2) until applied in accordance with the terms of the Financing Documents, all moneys in the funds, accounts and subaccounts established thereby, including investments therein, and (3) such other property, assets and moneys of the Cooperative as shall be pledged pursuant to the Financing Documents; in each case to the extent provided by the Board pursuant to the Financing Documents. The Pledged Funds pledged to one series of Obligations may be different than the Pledged Funds pledged to other series of Obligations.

**“Project”** shall mean any structure, property, or facility which the Cooperative, from time to time, may determine to construct, improve, or acquire as part of its Cooperative Facilities, together with all improvements, equipment, structures and other facilities necessary or appropriate in connection therewith. This term is to be broadly construed so as to include any lawful undertaking which will accrue to the benefit of the Cooperative, or the Cooperative Facilities, including joint ventures and acquisitions of partial interests or contractual rights. “Project” may also include working capital, as well as any costs or judgments associated with litigation.

**“Public Agencies”** shall mean any “public agency”, as defined in the Interlocal Act.

**“State”** shall mean the State of Florida.

**“Wastewater Transmission and Treatment Facilities”** shall mean Cooperative Facilities involved in the transmission, treatment, reclamation, and/or disposal of wastewater. The term “Wastewater Supply Facilities” does not include facilities used for local collection of wastewater from retail customers.

**“Water Supply Facilities”** shall mean Cooperative Facilities involved in the production, withdrawal/pumping, treatment, and/or transmission of water. The term “Water Supply Facilities” does not include facilities used for local distribution of water to retail customers.

**“Wholesale Wastewater Service”** shall mean the Cooperative’s transmission, treatment, and disposal of wastewater collected by a wholesale customer of the Cooperative, via such wholesale customer’s local wastewater collection system, and transmitted to the Connection Point(s).

**“Wholesale Water Service”** shall mean the Cooperative’s production, withdrawal/pumping, treatment, and transmission of water to the Connection Point(s) to be used by a wholesale customer of the Cooperative for distribution to its retail customers via a local distribution system.

## ARTICLE II

### CREATION AND GOVERNANCE

**SECTION 2.01. CREATION.** The Cooperative Members hereby create and establish the "Wacassasa Water and Wastewater Cooperative," a legal entity, public body, and independent special district unit of local government, with all of the privileges, benefits, powers and terms provided for herein and by the Act.

**SECTION 2.02. PURPOSE.**

A. The purpose of this Interlocal Agreement is for the establishment of the Cooperative in order to plan for, develop, finance, construct, improve, own, operate, maintain, manage, acquire, and dispose of Cooperative Facilities for the purpose of providing Wholesale Water Service and/or Wholesale Wastewater Service. The Cooperative may also provide local/retail water and wastewater service subject to the express consent of the entity that provides or is otherwise authorized to provide retail/local water and/or wastewater services to such areas.

B. The Cooperative Members hereby consent and agree to the Cooperative acquiring, owning, improving, operating and maintaining Cooperative Facilities within their respective jurisdictions in accordance with the terms of this Interlocal Agreement, sound engineering practices and applicable law.

C. The creation and organization of the Cooperative 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 Cooperative Members and their constituents. The Cooperative is performing an essential governmental function. All property of the Cooperative 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 the Cooperative 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 Cooperative Members.

**SECTION 2.03. MEMBERSHIP.**

A. The Cooperative Members shall originally consist of: the Cedar Key Water and Sewer District, the Town of Bronson, and the Town of Otter Creek.

B. To the extent permitted by the Interlocal Act, the Cooperative may admit any Public Agency to membership upon application of such Public Agency and the affirmative vote of the majority plus one of all Directors at a duly called meeting of the Cooperative. This Interlocal Agreement need not be amended in order to admit any Public Agency as an Cooperative Member. Approval of the governing bodies of the Cooperative Members shall not be required to admit a new Cooperative Member.

C. As a precondition to membership in the Cooperative, each Cooperative Member shall constitute a Florida municipality, county, or such other Public Agency which is permitted by the Interlocal Act to be a member of the Cooperative. Such new Cooperative Member shall execute, deliver and record a duly authorized counterpart to this Interlocal Agreement. Cooperative Members may be admitted regardless of whether any Cooperative Facilities are located within the jurisdiction of such Cooperative Member.

**SECTION 2.04. BOARD OF DIRECTORS.**

A. The Cooperative shall be governed by a Board of Directors made up of the following:

1. One (1) Director appointed by the Cedar Key Water and Sewer District, who will be a member of the Cedar Key Water and Sewer District Board of Commissioners.

2. One (1) Director appointed by the Town of Bronson, who will be a member of the Town of Bronson Town Council.

3. One (1) Director appointed by the Town of Otter Creek, who will be a member of the Town of Otter Creek Town Council.

4. One (1) additional Director for any future Cooperative Members to be appointed by each future Cooperative Member.

B. Each Cooperative Member may appoint alternate Directors to serve in the absence or unavailability of their appointed Directors.

C. Each Director shall serve on the Board until resignation or removal.

D. Each Cooperative Member, in its sole discretion, may remove its Director at any time and may appoint a new Director to serve on the Board upon notice being given to the Cooperative. Such notice shall be in the form of a resolution, official meeting minutes, or other official document approved by the governing body of the Cooperative Member.

E. Any Director may be removed for cause upon the affirmative vote of at least two-thirds (2/3) of all Directors at a duly called meeting of the Cooperative.

F. Any Director may resign from all duties or responsibilities hereunder by

giving at least thirty (30) calendar days' prior written notice. Such notice shall state the date said resignation shall take effect and such resignation shall take effect on that date. Any resigning Director who is an officer of the Cooperative shall immediately turn over and deliver to the Cooperative any and all records, books, documents or other property in his or her possession or under his or her control which belong to the Cooperative.

G. In the event the Director of a Cooperative Member shall resign or be removed, such Cooperative Member shall appoint a new Director within thirty (30) calendar days. In the event such Cooperative Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Cooperative Member has appointed an alternate Director, such alternate Director shall serve in the capacity as Director. In the event such Cooperative Member does not appoint a new Director within thirty (30) calendar days of resignation or removal and such Cooperative Member has not appointed an alternate Director, the Board may appoint a Director who shall serve until such time as such affected Cooperative Member shall appoint a new Director; provided any new Director appointed by the Board shall be a resident of such Cooperative Member. Any Director who is absent for three (3) consecutive meetings of the Board shall be deemed to have resigned.

H. Directors shall receive no compensation for their service on the Board but may be reimbursed for reasonable expenses incurred in the performance of their official duties.

**SECTION 2.05. ACTION.**

A. The affairs, actions and duties of the Cooperative shall be undertaken at a



duly called meeting pursuant to Section 2.07 hereof. Each appointed Director of the Board of Directors shall be allocated one (1) vote.

B. At any meeting of the Cooperative at which any official action is to be taken, a majority of all Directors shall constitute a quorum. A majority vote of a quorum of the Directors present at a duly called meeting shall constitute an act of the Cooperative, except as otherwise expressly provided herein.

C. A certificate, resolution, or instrument signed by the Chairman, Vice-Chairman, or such other person of the Cooperative as may be hereafter designated and authorized by the Board shall be evidence of the action of the Cooperative and any such certificate, resolution or other instrument so signed shall conclusively be presumed to be authentic. Likewise, all facts and matters stated therein shall conclusively be presumed to be accurate and true.

**SECTION 2.06. ELECTION OF OFFICERS; AUTHORITY OF OFFICERS.**

A. At the inaugural meeting of the Board of Directors, and once each year thereafter, and at such other time as may be necessary to fill a vacancy, the Board shall elect a Chairman, a Vice Chairman, and Secretary-Treasurer from its membership to conduct the meetings of the Cooperative and to perform such other functions as herein provided. At the discretion of the Board, the General Manager or other qualified professional (or a representative of either) may be appointed as the Secretary-Treasurer to facilitate administrative actions. Said Chairman, Vice-Chairman, and Secretary-Treasurer shall serve one (1) year terms unless they resign from the Cooperative or such officer is removed as provided herein.

B. The Chairman and the Vice-Chairman shall take such actions, have all such powers and sign all documents on behalf of the Cooperative and in furtherance of the purposes of this Interlocal Agreement as may be approved by resolution of the Board adopted at a duly called meeting.

C. The Secretary-Treasurer, or their designee, shall keep minutes of all meetings, proceedings and acts of the Board, but such minutes need not be verbatim. Copies of all minutes of the meetings of the Cooperative shall be sent by the Secretary-Treasurer or their designee to all Directors to the Cooperative. The Secretary-Treasurer may also attest to the execution of documents. In the performance of these duties, the Secretary-Treasurer shall comply with applicable law and Board policies and procedures regarding records retention, public records, and public meetings requirements. The Secretary-Treasurer or their designee, shall maintain the financial and accounting records for the Cooperative to meet Generally Accepted Accounting Principles (GAAP) and Government Accounting Standards Board (GASB) requirements in Florida, coordinate the external audit annual requirements and file audit reports with other government agencies as required, manage the banking and investment accounts in accordance with Board policies, recommend the delegation of signature financial authorities. The Secretary-Treasurer shall have such other powers as may be approved by resolution of the Board adopted at a duly called meeting.

**SECTION 2.07. BOARD MEETINGS.**

A. The Board shall meet on a regular basis at such times and at such places as determined by the Board. Meetings shall be conducted at such locations as may be determined by the majority of the Directors or the Chairman. Special meetings may be

called by the Chairman, or in his or her absence the Vice-Chairman, or upon receipt by the General Manager of written requests from a majority of Directors. Notice of a special meeting shall be provided at least seven (7) calendar days prior to the date of such meeting unless a bona fide emergency situation exists, in which case a meeting to deal with the emergency may be held as necessary, with reasonable notice, so long as it is subsequently ratified by the Board. All meetings shall be noticed and conducted in accordance with applicable law, including Sections 286.011 and 189.015, Florida Statutes.

B. Within sixty (60) calendar days of the creation of the Cooperative, the duly appointed Directors shall hold an organizational meeting to elect officers and perform such other duties as are provided for under this Interlocal Agreement.

**SECTION 2.08. POWERS AND DUTIES OF THE BOARD.** The Board shall act as the governing body of the Cooperative and shall have, in addition to all other powers and duties described herein, 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, orders, bylaws, and policies not inconsistent with the laws of the United States or of the State, or the provisions of the Interlocal Act or this Interlocal Agreement, necessary for the governance and management of the affairs of the Cooperative, for the execution of the powers, obligations, and responsibilities vested in the Cooperative, and for carrying into effect the provisions of this Interlocal Agreement.

C. To fix the location of the principal place of business of the Cooperative

and the location of all offices maintained thereunder.

D. To create any and all necessary offices in addition to Chairman, Vice-Chairman, Secretary-Treasurer; to establish the powers, duties and compensation of all employees; and to require and fix the amount of all official bonds necessary for the protection of the funds and property of the Cooperative.

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

F. To employ or hire such attorneys or firm(s) of attorneys as it deems appropriate to provide legal advice and/or other legal services to the Cooperative.

G. To amend the Cooperative's name, as permitted by law.

**SECTION 2.09. LIABILITY.** No Director, agent, officer, official or employee of the Cooperative shall be liable for any action taken pursuant to this Interlocal Agreement in good faith or for any omission, except gross negligence, or for any act or omission by any other Director, agent, officer, official or employee of the Cooperative.

**ARTICLE III**  
**POWERS AND DUTIES**

**SECTION 3.01. POWERS.**

A. The Cooperative shall have all powers to carry out the purposes of this Interlocal Agreement, including the following powers which shall be in addition to and supplementing any other privileges, benefits and powers granted by the Act:

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 apply for, receive, and accept from any federal or state agency, grants or loans for or in aid of the planning, construction, reconstruction, or financing of



improvements, additions, or extensions to the Cooperative Facilities and to receive and accept aid or contributions or loans from any other source of either money, labor, or other things of value, to be held, used, and applied only for the purpose for which such grants, contributions, or loans may be made.

8. 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, counties (provided at least one Cooperative Member is a county), and special districts of the State under the provisions of the Constitution and laws of the State.

9. To acquire water and water rights; develop, produce, store, and transport water; and provide Wholesale Water Service.

10. To provide retail/local water distribution service and wastewater collection service to retail/local customers in defined geographic areas, subject to the express consent of the entity that provides or is otherwise authorized to provide retail/local water and/or wastewater services to such areas.

11. To the extent permitted by law and when the Cooperative is expressly authorized provide retail/local water and/or wastewater service to an area, to provide for mandatory water, wastewater, and reclaimed water connections of potential customers within such service area.

12. To transmit, treat, reclaim, and dispose of wastewater and otherwise provide Wholesale Wastewater Service.

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

14. To acquire, construct, own, operate, manage, maintain, dispose of, improve and expand the Cooperative Facilities, and to have the exclusive control and jurisdiction thereof.

15. 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 Cooperative in accordance with applicable law, in particular the Interlocal Act, such power may be exercised by Cooperative both within and outside the Cooperative Area for the purpose of carrying out the intent of this Interlocal Agreement.

16. To fix, levy and collect rates, fees and other charges (including, but not limited to, wholesale rates, retail rates, and Connection Fees) from persons or property, or both, for the use of the Cooperative's services, facilities and products 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; 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.

17. 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.

18. 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 Cooperative in acquiring land and rights or interests therein.

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

21. To contract with one of more of the Cooperative Members or any private or public entity or person for operation, maintenance or management requirements.

22. Subject to such provisions and restrictions as may be set forth herein and in any Financing Document or grant agreement, to sell or otherwise dispose of the Cooperative Facilities, or any portion thereof, upon such terms as the Board deems appropriate.

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

24. 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 water, wastewater, or reclamation facilities.



25. To assist Cooperative Members in constructing and operating reclaimed water projects to optimize the use of reclaimed water to replace the need for potable water.

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

27. To construct, maintain, and operate connecting, intercepting, or outlet water and wastewater mains, pipes, conduits, pumping stations, 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.

28. 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.

29. To the extent provided by law and when not otherwise inconsistent with the terms of this Agreement, to require and enforce the use of services, products, and facilities of the Cooperative whenever and wherever they are accessible, and to

require and enforce the installation and dedication to the Cooperative of water and wastewater facilities or easements as a condition precedent to the provision of service by the Cooperative or by another entity authorized by the Cooperative to provide interim service until Cooperative services, products and facilities are available.

30. To provide such retirement benefits and program as the Board deems appropriate.

31. To divide the Cooperative Facilities into separate units, benefit areas, subsystems or subdistricts for setting rates, fees, and charges, accounting or financing improvements or additions, or any other purpose.

32. To accomplish construction directly or by letting construction contracts to other entities, whether public or private, for all or any part of the construction of improvements to the Cooperative Facilities as determined by the Board in accordance with applicable law.

33. To invest its moneys in such investments as directed by the Board in accordance with State law and which shall be consistent in all instances with the applicable provisions of the Financing Documents.

34. To purchase such insurance as it deems appropriate.

35. To do all acts and to exercise all of the powers necessary, convenient, incidental, implied or proper in connection with any of the powers, duties or purposes authorized by this Interlocal Agreement or the Act.

B. The powers described in this Section may be exercised by the Cooperative anywhere within the Cooperative Area. Provided, the Cooperative is authorized to exercise all powers described in this Section related to Water Supply

Facilities and Wastewater Treatment and Transmission Facilities outside of the Cooperative Area.

**SECTION 3.02. ADOPTION OF RATES, FEES OR OTHER CHARGES.**

A. The Board shall adopt by resolution a schedule of rates, fees, and other charges for the use of the services, facilities, and products of the Cooperative to be paid by each user (including wholesale and retail users). The Cooperative may establish separate rates, fees and charges for different portions of the Cooperative Area or Cooperative Facilities, provided such rates, fees and charges are consistent with applicable law.

B. Such rates, fees, and charges shall be adopted and revised so as to provide moneys, which, with other funds available for such purposes, shall be at least sufficient at all times to pay the expenses of operating, managing, expanding, improving, and maintaining the activities of the Cooperative and the Cooperative Facilities, including renewal and replacement reserves for such Cooperative Facilities, to pay costs and expenses provided herein and the Financing Documents, and to pay the principal and interest on the Obligations as the same shall become due and reserves therefore, and to provide a reasonable margin of safety over and above the total amount of such payments. Notwithstanding any other provision in this Interlocal Agreement, such rates, fees and charges should always be sufficient to comply fully with any covenants contained in the Financing Documents or other funding agreements. The Cooperative shall charge and collect such rates, fees, and charges so adopted and revised, and such rates, fees, and charges shall not be subject to the supervision or regulation by any other commission, board, bureau, agency, or other political

subdivision of the State.

C. Such rates, fees and charges shall be just, equitable, and uniform for similarly situated users and may be based upon or computed upon any factor or combination of factors affecting the use of the services, products, or facilities furnished to the Cooperative's users or customers, as may be determined by the Board from time to time. No rates, fees or charges shall be fixed, adopted or revised under the foregoing provisions of this Section 3.02 until after a duly noticed public hearing at which all interested persons shall have an opportunity to be heard concerning the proposed rates, fees, or charges. Notice of such public hearing setting forth the proposed schedule or schedules of rates, fees, or charges shall be given by one publication in a newspaper circulating in the area affected by such proposed rates, fees, or charges at least ten (10) days before the date fixed in such notice for the public hearing, which may be adjourned from time to time. After such hearing, the proposed schedule or schedules, either as initially adopted, or as modified or amended, may be finally adopted. For rates, fees, and charges for use of Cooperative Facilities, the Cooperative shall also comply with Section 180.136, Florida Statutes, where applicable.

D. The rates, fees or charges adopted for any class of customers served shall be extended to cover any additional customers thereafter served which shall fall within the same class, without the necessity of any further hearing or notice.

E. The Board may appoint the General Manager, a Director, committee of Directors, and/or a special master to conduct the public hearing or hearings on its behalf relating to rates, fees and charges. The General Manager, Director, committee of Directors and/or designated special master shall act as hearing officers and report to

the Board its findings relating to such public hearing. Except as provided pursuant to a delegation in an interlocal agreement with an Cooperative Member, only the Board may set or revise rates, fees and charges.

**SECTION 3.03. CONNECTION FEES.**

A. The Cooperative is empowered to levy and collect Connection Fees relating to the Cooperative Facilities for capital improvements and debt service on such capital improvements under such conditions as shall be prescribed by the Board. Connection Fees may become Pledged Funds in accordance with the terms of the Financing Documents.

B. The Board may change or revise the schedule of Connection Fees upon compliance with the notice and hearing requirements set forth for the adoption of rates, fees and other charges.

**SECTION 3.04 UNPAID FEES.** The Board shall have the power, under such reasonable procedures as the Board may adopt from time to time, to discontinue and shut off water and wastewater services or discontinue the provision of other services provided by the Cooperative until delinquent fees, rates or charges, including interest and charges for the discontinuance and the cost of restoration of such services, or both, are fully paid; and, for such purposes, the Cooperative may enter onto any lands, waters or premises of any person, firm, corporation or body, public or private, served by the Cooperative.

**SECTION 3.05. PLANNING.**

A. The Cooperative shall annually submit a five-year capital improvement plan to the Cooperative Members and such other governmental entities with jurisdiction

over areas where Cooperative Facilities are located or are planned for future construction for a determination by each such entity that the capital improvement plan is consistent with the applicable local government comprehensive plan and adopted land development regulations of such Cooperative Member adopted pursuant to Chapter 163, Part II, Florida Statutes.

B. In carrying out their statutorily conferred zoning, land use and comprehensive planning powers and responsibilities, the Cooperative Members shall not prohibit or unreasonably restrict the use of land for the location of Cooperative Facilities or for other Cooperative purposes.

**SECTION 3.06. ANNUAL BUDGET.**

A. Following the creation of the Cooperative, the Board shall approve an interim budget which shall provide for revenues and expenditures during the remainder of the Fiscal Year in which it was formed. Such interim budget shall be utilized solely for the initial year of creation of the Cooperative, after which the budget shall be created pursuant to the remaining provisions of this Section.

B. Prior to October 1 of each year, the Board will adopt an annual budget for the Cooperative by resolution in accordance with the procedures set forth herein and Section 189.016, Florida Statutes. The annual budget shall contain an estimate of receipts by source and an itemized estimation of expenditures anticipated to be incurred to meet the financial needs and obligations of the Cooperative. The General Manager or such other person designated by the Board shall prepare the annual budget. The annual budget shall contain a five-year capital improvement plan.

C. Tentative Budget. Prior to August 1 of each year, the General Manager,

or such other person designated by the Board, shall prepare and deliver to the Board a balanced tentative budget for the Cooperative covering its proposed operating, capital, and other financial requirements for the ensuing Fiscal Year.

D. Final Budget. The Board shall publish a notice of the meeting in which the annual budget is to be adopted, which notice shall be published at least ten (10) days prior to the date of the budget hearing in a newspaper of general circulation within each Cooperative Member's jurisdiction. The adopted budget shall be the operating and fiscal guide for the Cooperative for the ensuing Fiscal Year.

E. The Board may from time to time amend the budget at any duly called regular or special meeting in accordance with the procedures set forth in Section 189.016, Florida Statutes.

F. Consistent with Section 189.016, Florida Statutes, the tentative budget shall be posted on the Cooperative's official website at least 2 days before the final budget hearing and shall remain on the website for at least 45 days. The final adopted budget must be posted on the Cooperative's official website within 30 days after adoption and must remain on the website for at least 2 years.

G. The Cooperative shall provide financial reports in such form and in such manner as prescribed pursuant to this Interlocal Agreement and Chapter 218, Florida Statutes.

**SECTION 3.07. AD VALOREM TAXATION NOT AUTHORIZED.** The Cooperative shall not have the power to levy and assess ad valorem taxes.

**SECTION 3.08. CONTRIBUTIONS FROM COOPERATIVE 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 Cooperative Members at any time and to repay or return some or all of such funds from Cooperative revenues. All contributions, payments, advances, loans and or/transfers of funds to the Cooperative by Cooperative Members and the terms of repayment or return of such funds (where applicable) by the Cooperative to Cooperative Members shall be governed by separate agreement entered into between the Cooperative and one or more of the Cooperative Members.

B. The Board is empowered to enter into separate agreements with the Cooperative Members governing the sharing, payment, loan, and/or transfer of funds between the Cooperative and any or all of the Cooperative 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 agreements may vary over time as a method to adjust revenue to the Cooperative and provide a mechanism for return of surplus Cooperative revenue to the Cooperative Members after providing for financial reserves and future growth investments in facilities within the Service Area.

**SECTION 3.09. ACQUISITION OF UTILITY FACILITIES BY AUTHORITY MEMBERS.** The Cooperative agrees that each Cooperative Member shall be granted an option and right of first refusal to acquire any Cooperative Facilities, or portion



thereof, located within the jurisdiction of such Cooperative Member in the event the Cooperative, in its sole discretion, determines to sell Cooperative Facilities, or any portion thereof, to the extent not inconsistent with the applicable Financing Documents or funding agreements (including any grants). The terms of such acquisition and purchase price thereof shall be established pursuant to the Financing Document relating thereto or a utility acquisition agreement between the Cooperative and the respective Cooperative Member. Each Cooperative Member may assign option and right of first refusal to acquire such Cooperative Facilities to another Cooperative Member.

**SECTION 3.10. COOPERATIVE APPROVAL OF CONSTRUCTION OF COOPERATIVE FACILITIES.**

A. The Board may adopt all necessary regulations by resolution that provide design and construction specifications and procedures for the dedication of facilities to the Cooperative or to an Cooperative Member to which ownership of some or all of the Cooperative Facilities has been or may be transferred.

B. The Cooperative may require, as a condition precedent to the approval of any connection to the Cooperative Facilities, (i) that all subdivision-type infrastructure, or other contributed transmission or distribution infrastructure necessary to serve a particular project or customer, and necessary easements be dedicated to the Cooperative or a Cooperative Member, (ii) that the developer make available interim treatment facilities or services or contract for same on an interim basis from an authorized service provider, and (iii) that the developer, or the person or entity the developer has contracted with, provide interim treatment service, or lease back for nominal consideration and maintain such dedicated or contributed facilities until such

time as the Cooperative or a Cooperative Member provides services; provided in each case the foregoing actions shall be consistent with applicable regulations of the Cooperative Members.

**SECTION 3.11. PROVISIONS APPLICABLE TO CEDAR KEY WATER AND SEWER DISTRICT.** Notwithstanding any other provision in this Agreement, the Cooperative Members acknowledge and agree that the Cedar Key Water and Sewer District (“CKWSD”) is the exclusive provider of local/retail water and wastewater service to customers within the CKWSD’s service area, as established pursuant to the CKWSD charter. Nothing in this Agreement shall be construed as permitting Cooperative to provide local/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 Service or Wholesale Wastewater Service from the Cooperative. The Cooperative and CKWSD may, but are not required to, enter into one or more separate written agreements establishing the terms and conditions pursuant to which Cooperative may provide Wholesale Water Service and/or Wholesale Wastewater Service to the District, including the applicable wholesale service rates. Notwithstanding any other provision in this Agreement, CWKSD shall have the right to obtain Wholesale Water Service and/or Wholesale Wastewater Service from any other source, including from its own facilities or through agreements with any other public or private entities or providers.



**ARTICLE IV**  
**OBLIGATIONS**

**SECTION 4.01. GENERAL.**

A. The Board shall have the power and it is hereby authorized to provide pursuant to the Financing Documents, at one time or from time to time in series, for the issuance of Obligations of the Cooperative, or notes in anticipation thereof, for one or more of the following purposes:

1. Paying all or part of the Cost of one or more Projects;
2. Refunding any bonds or other indebtedness of the Cooperative;
3. Assuming or repaying the indebtedness relating to Cooperative Facilities, acquired or leased by the Cooperative from a public or private entity;
4. Setting aside moneys in a renewal or replacement account;
5. Funding a debt service reserve account;
6. Capitalizing interest on the Obligations;
7. Paying costs of issuance relating to the Obligations; and
8. Any other purpose relating to this Interlocal Agreement.

The principal of and the interest on each series of Obligations shall be payable from the Pledged Funds, all as determined pursuant to the Financing Documents. The Cooperative may grant a lien upon and pledge the Pledged Funds in favor of the holders of each series of Obligations in the manner and to the extent provided in the Financing Documents. Such Pledged Funds shall immediately be subject to such lien without any physical delivery thereof and such lien shall be valid and binding as against all parties having claims of any kind in tort, contract or otherwise against the

Cooperative.

B. The Obligations of each series shall be dated, shall bear interest and such rate or rates, shall mature at such time or times not exceeding forty (40) years from their date or dates, may be made redeemable before maturity, at the option of the Cooperative, at such price or prices and under such terms and conditions, all as shall be determined by the Board pursuant to the Financing Documents. The Board shall determine the form of the Obligations, the manner of executing such Obligations, and shall fix the denomination of such Obligations and the place of payment of the principal and interest, which may be at any bank or trust company within or without the State. In case any officer whose signature or a facsimile of whose signature shall appear on any Obligations shall cease to be such officer before the delivery of such Obligations, such signature or such facsimile shall nevertheless be valid and sufficient for all purposes the same as if he or she had remained in office until delivery. The Board may sell Obligations in such manner and for such price as it may determine to be in the best interest of the Cooperative in accordance with the terms of the Financing Documents. In addition to the Pledged Funds, the Obligations may be secured by such credit enhancement as the Board determines to be appropriate pursuant to the Financing Documents. The Obligations may be issued as capital appreciation bonds, current interest bonds, term bonds, serial bonds, variable bonds or any combination thereof, all as shall be determined pursuant to the Financing Documents.

C. Prior to the preparation of definitive Obligations of any series, the Board may 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 Obligation which shall become mutilated or be 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 Interlocal Agreement, the Financing Documents or other applicable laws.

D. The proceeds of any series of Obligations shall be used for such purposes and shall be disbursed in such manner and under such restrictions, if any, as the Board may provide pursuant to the Financing Documents.

E. The Financing Documents may also contain such limitations upon the issuance of additional Obligations as the Board may deem appropriate, and such additional Obligations shall be issued under such restrictions and limitations as may be prescribed by such Financing Documents. The Financing Documents may contain such provisions and terms in relation to the Obligations and the Pledged Funds as the Board deems appropriate and which shall not be inconsistent herewith.

F. Obligations shall not be deemed to constitute a general obligation debt of the Cooperative or the Cooperative Members or a pledge of the faith and credit of the Cooperative or any of the Cooperative Members, but such Obligations shall be payable solely from the Pledged Funds and any moneys received from the credit enhancers of the Obligations, in accordance with the terms of the Financing Documents. The issuance of Obligations shall not directly or indirectly or contingently obligate the Cooperative or any of the Cooperative Members to levy or to pledge any form of ad valorem taxation whatsoever therefor. No holder of any such Obligations shall ever have the right to compel any exercise of the ad valorem taxing power on the part of any



of the Cooperative Members to pay any such Obligations or the interest thereon or the right to enforce payment of such Obligations, or the interest thereon, against any property of the Cooperative or any of the Cooperative Members, nor shall such Obligations constitute a charge, lien or encumbrance, legal or equitable, upon any property of the Cooperative or any of the Cooperative Members, except the Pledged Funds in accordance with the terms of the Financing Documents.

G. All Pledged Funds shall be deemed to be trust funds, to be held and applied solely as provided in the Financing Documents. Such Pledged Funds may be invested by the Cooperative in such manner as provided in the Financing Documents.

H. Any holder of Obligations, except to the extent the rights herein given may be restricted by the Financing Documents, may, either at law or in equity, by suit, action, mandamus or other proceeding, 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 agreements or covenants required by this Interlocal Agreement, or by such Financing Documents, to be performed by the Cooperative or by any officer thereof.

I. The Obligations may be validated, at the sole discretion of the Board, pursuant to Chapter 75, Florida Statutes. Obligations may be issued pursuant to and secured by a resolution of the Board.

J. In addition to the other provisions and requirements of this Interlocal Agreement, any Financing Documents may contain such provisions as the Board deems appropriate.

K. All Obligations issued hereunder shall not be invalid for any irregularity or



defect in the proceedings for the issuance and sale thereof and shall be incontestable in the hands of bona fide purchasers for value. No proceedings in respect to the issuance of such Obligations shall be necessary except such as are required by this Interlocal Agreement, the Financing Documents and general law. The provisions of the Financing Documents shall constitute an irrevocable contract between the Cooperative and the holders of the Obligations issued pursuant to the provisions thereof.

L. Holders of Obligations shall be considered third party beneficiaries hereunder and may enforce the provisions hereof.

M. The Board may enter into such swap, hedge or other similar arrangements relating to any Obligations as it deems appropriate.

**SECTION 4.02. CONDUIT TRANSACTIONS.** In addition to the powers granted to the Cooperative hereunder, including the power to issue Obligations pursuant to this Article IV, the Cooperative may issue obligations, to the extent permitted by law, 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, or wastewater treatment, transmission, and disposal facilities. Such Obligations shall be secured in such manner as determined by the Board. Such security may include moneys received pursuant to a loan agreement between the Cooperative and such public or private entity. Such Obligations shall have the terms provided in Section 4.01 hereof.

**SECTION 4.03. COOPERATIVE MEMBER COOPERATION.** Each Cooperative Member shall cooperate with the Cooperative when it issues Obligations. The Cooperative and the Cooperative Members shall comply with reasonable requests





of each other, including, without limitation, the following:

A. Making available copies of annual reports produced annually by any of the Cooperative Members 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 an 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.

## **ARTICLE V**

### **WITHDRAWAL AND TERMINATION**

#### **SECTION 5.01. WITHDRAWAL OF COOPERATIVE MEMBER.**

A. Any Cooperative Member may withdraw from the Cooperative at any time, if the following conditions are satisfied: (i) there shall be at least two (2) Cooperative Members remaining in the Cooperative subsequent to withdrawal, and (ii) a resolution from the Cooperative Member's governing body setting forth its intent to withdraw is presented to the Cooperative. Upon satisfaction of the foregoing conditions, such withdrawal shall be effective.

B. In the event the Cooperative does not own, operate, lease, or manage and Cooperative Facilities, or portion thereof, within the jurisdiction of an Cooperative Member, such Cooperative Member may be dismissed from the Cooperative by majority vote of all Directors unless subsequent to dismissal there shall be less than two (2) Cooperative Members remaining in the Cooperative.

#### **SECTION 5.02. TERMINATION OF COOPERATIVE.**

A. This Agreement and the Cooperative may be terminated and dissolved as provided in this Section 5.02:

1. The Cooperative may be terminated and dissolved at any time by unanimous agreement of all Cooperative Members, upon the Board's receipt of notices of intent to terminate approved by the governing body of each Cooperative Member. Such termination shall become effective on the date a notice of intent to terminate approved by the governing body of each Cooperative Member has been transmitted to the Board and the requirements contained within this paragraph have been fully

satisfied. Provided, prior to any such termination becoming effective, provision must be made for payment of all outstanding Obligations, expenses, and liabilities of the Cooperative, and satisfaction of any conditions or obligations contained within any grants awarded to the Cooperative that could trigger repayment requirements if they are not satisfied. Obligations shall be deemed to be paid when: (a) payment of the principal of and premium, if any, on such Obligation, plus interest thereon to the due date thereof (whether such due date is by reason of maturity or upon redemption as provided in the Financing Documents), either (i) shall have been made or caused to be made in accordance with the terms thereof, or (ii) shall have been provided for by irrevocably depositing in trust and irrevocably setting aside exclusively for such payment (x) moneys sufficient to make such payment and/or (y) Governmental Obligations authorized for defeasance under the Financing Documents, maturing as to principal and interest in such amounts and at such time as will provide for the availability of sufficient moneys to make such payment, and (b) all other amounts payable in respect of such Obligations pursuant to the Financing Documents shall have been paid or the payment thereof provided for to the satisfaction of the Cooperative's bond counsel. If the Cooperative has insufficient funds to satisfy its outstanding Obligations, expenses, and liabilities (including any grants awarded to the Cooperative that could trigger repayment requirements if they are not satisfied), the responsibility for funding any deficiencies shall be shared equally by the Cooperative Members unless all Cooperative Members agree in writing to a different method of allocating responsibility for such deficiencies.

2. If the Cooperative does not own, lease, or operate any Cooperative Facilities, there are no Obligations outstanding, and there are no outstanding grants

awarded to the Cooperative containing conditions or obligations that could trigger repayment requirements if they are not satisfied, the Cooperative may be terminated and dissolved by a majority vote of the Board. Provided, prior to any such termination becoming effective, provision must be made for payment of all outstanding expenses and liabilities of the Cooperative

B. In the event of termination, the Cooperative Members shall negotiate a fair and equitable distribution of Cooperative Facilities and other assets.

**SECTION 5.03. TRANSFER OF COOPERATIVE FACILITIES TO WITHDRAWING COOPERATIVE MEMBER OR UPON TERMINATION OF COOPERATIVE'S EXISTENCE.**

A. In the event of a withdrawing Cooperative Member (the "Withdrawing Member"), the Cooperative may convey any Cooperative Facilities located within the jurisdiction of the Withdrawing Member and any Obligations relating thereto to such Withdrawing Member upon satisfaction of the following conditions:

1. The conveyance is approved by the Board and the governing body of the Withdrawing Member;
2. The Withdrawing Member assumes all Obligations, responsibilities, and liabilities related to the facilities to be transferred to the Withdrawing Member; and
3. The Cooperative's bond counsel provides an opinion that the transfer of the facilities and any Obligations related thereto will not adversely affect the tax-exempt status of outstanding Obligations.



**ARTICLE VI**  
**MISCELLANEOUS**

**SECTION 6.01. DELEGATION OF DUTY.** Nothing contained herein shall be deemed to authorize the delegation of any of the constitutional or statutory duties of any Cooperative Member or any officers thereof.

**SECTION 6.02. FILING.**

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

B. Within 30 days of the Effective Date, a copy of this Agreement

**SECTION 6.03. 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 Cooperative Members shall apply to the individuals performing their respective functions and duties under the provisions of this Interlocal Agreement.

B. The Cooperative Members 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, the Cooperative Members 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 Cooperative Members 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 (provided at least one Cooperative Member is a County) 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 6.04. LIMITED LIABILITY.** No Cooperative Member 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 any individual Cooperative Member hereto in any way.

**SECTION 6.05. INDEMNIFICATION.** Without waiving sovereign immunity and within the limits provided by Section 768.28, Florida Statutes, the Cooperative hereby agrees to indemnify, protect, save and hold forever harmless the Cooperative Members and all of their respective officers, employees, and contractors from and against all liabilities, obligations, claims, damages, judgments, penalties, costs and expenses (including, without limitation, attorney's fees, court costs, and expert witness and consultant costs incurred during negotiation, through litigation and all appeals therefrom) which arise after the creation of the Cooperative which may be incurred, suffered, sustained or for which a Cooperative Member may become obligated or liable as a result of (i) the failure of the Cooperative to comply with applicable non-conflicting

laws, rules or regulations, (ii) the breach by Cooperative of its obligations under this Agreement, (iii) any claim for trademark, patent or (iii) the negligent act, errors or omissions, or intentional or willful misconduct, of the Cooperative or its officers, contractors, agents, and employees; provided, however, that the Cooperative shall not be obligated to indemnify any Cooperative Member with respect to any such claims or damages arising solely out of such Cooperative Member's negligence or intentional or willful misconduct.

**SECTION 6.06. AMENDMENTS.** This Agreement may be amended in writing at any time by majority vote of the Board and subsequent ratification by the governing body of each Cooperative Member. However, this 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 6.07. 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 6.08. CONTROLLING LAW.** This Interlocal Agreement shall be construed and governed by Florida law.

**SECTION 6.09. EXECUTION IN COUNTERPARTS.** This Agreement may be executed in several counterparts, each of which shall be an original and all of which

shall constitute but one and the same instrument.

**SECTION 6.10. EFFECTIVE DATE.** This Interlocal Agreement shall become effective on the date the last Cooperative Member executes this Interlocal Agreement and the filing requirements of Section 6.02 hereof are satisfied (the "Effective Date").

(Signature Pages Follow)



**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of the Town of Bronson, by its authorized officers or officials on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF BRONSON, FLORIDA**

By: \_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of the Town of Otter Creek, by its authorized officers or officials on this \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**TOWN OF OTTER CREEK, FLORIDA**

By: \_\_\_\_\_, Mayor

ATTEST:

\_\_\_\_\_  
Town Clerk

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**IN WITNESS WHEREOF**, this Interlocal Agreement has been executed by and on behalf of the Cedar Key Water and Sewer District, by its authorized officers or officials on this \_\_\_\_ day of \_\_\_\_\_, 20\_\_.

**CEDAR KEY WATER AND SEWER DISTRICT**

\_\_\_\_\_

, Chair

ATTEST:

\_\_\_\_\_

Clerk

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### Adjusted Bill Calculation

**Adjustment Information**

Date Requested: 5/26/2023  
 Month of Service: May-23  
 Metered Usage: 12,590 Gal  
 Am't Billed (W&S): \$210.03

Customer Name: Billy Quinn

Account No.: 490001

Service Address: 12350 Gulf Blvd

\*Previous 12 Months

Average W&S Usage: 5,970 gallons/Month

Justification: Used 6620 gallons of water to fill swimming pool.

	<b>Water</b>	<b>Sewer</b>
Base Charges:	\$28.00	\$27.00

**Water Usage**

Gallons: **12,590**

0 to 3K @	\$2.85/K			
3 to 6 K @	\$5.33/K	\$8.55		
6 to 9 K @	\$7.52/K	\$15.99		
9K+ @	\$9.73/K	\$22.56		
	<b>Total:</b>	<b>\$34.93</b>		
		<b>\$110.03</b>		

**Adjusted Sewer Usage**

Gallons\*: **5,970**

0 to 3K @	\$2.30/K			
3 to 6 K @	\$4.66/K	\$6.90		
6 to 9 K @	\$6.77/K	\$13.84		
9K+ @	\$8.86/K	\$0.00		
	<b>Total:</b>	<b>\$0.00</b>		
		<b>\$47.74</b>		

**Adjusted Water and Sewer, Total:            \$157.77**

**CEDAR KEY WATER AND SEWER DISTRICT**  
**REQUEST FOR BILL ADJUSTMENT**

Date: 5/26/2023

Name: Billy Quinn

Name on Account if Different: \_\_\_\_\_

Physical Address of Account: 12350 Gulf Blvd

Description of water loss including dates over which loss occurred:

Filled pool using 10,620 gallons of water.

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

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

\_\_\_\_\_  
Signature

Submit:

Mail: CKWSD, P.O. Box 309, Cedar Key, FL, 32625.  
Email: [alicia@ckwater.org](mailto:alicia@ckwater.org)  
Fax: 866-278-7502  
Hand: 510 3<sup>rd</sup> Street, Cedar Key.

710

### Adjusted Bill Calculation

**Adjustment Information**

Date Requested: 5/26/2023  
 Month of Service: May-23  
 Metered Usage: 7,530 Gal  
 Am't Billed (W&S): \$122.29

Customer Name: David Roach

Account No.: 280001

Service Address: 1265 Shellcrest Avenue

\*Previous 12 Months

Average W&S Usage: 2,230 gallons/Month

Justification: Used 5300 gallons of water to fill swimming pool.

	<b>Water</b>	<b>Sewer</b>
Base Charges:	\$28.00	\$27.00

**Water Usage**

Gallons: **7,530**

0 to 3K	@	\$2.85/K	\$8.55
3 to 6 K	@	\$5.33/K	\$15.99
6 to 9 K	@	\$7.52/K	\$11.51
9K+	@	\$9.73/K	\$0.00
Total:			\$64.05

**Adjusted Sewer Usage**

Gallons\*: **2,230**

0 to 3K	@	\$2.30/K	\$5.13
3 to 6 K	@	\$4.66/K	\$0.00
6 to 9 K	@	\$6.77/K	\$0.00
9K+	@	\$8.86/K	\$0.00
Total:			\$32.13

**Adjusted Water and Sewer, Total: \$96.17**



**CEDAR KEY WATER AND SEWER DISTRICT**

**REQUEST FOR BILL ADJUSTMENT**

Date: 5/26/2023

Name: David Proach

Name on Account if Different: \_\_\_\_\_

Physical Address of Account: 12105 Shellewest Avenue

Description of water loss including dates over which loss occurred:

Filled pool using 5300 gallons of water.

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

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

Alicia M. Jones  
Signature

Submit:

Mail: CKWSD, P.O. Box 309, Cedar Key, FL, 32625.  
Email: [alicia@ckwater.org](mailto:alicia@ckwater.org)  
Fax: 866-278-7502  
Hand: 510 3<sup>rd</sup> Street, Cedar Key.

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## Adjusted Bill Calculation

**Adjustment Information**

Date Requested: 6/9/2023  
 Month of Service: Apr-23  
 Metered Usage: 28,640 Gal  
 Am't Billed (W&S): \$508.40

Customer Name: Lindwood McKenney

Account No.: 470001

Service Address: 12571 Merle Avenue

\*Previous 12 Months

Average W&S Usage: 7,555 gallons/Month

Justification: Water hose was found barely running in back yard.

	<b>Water</b>	<b>Sewer</b>
Base Charges:	\$28.00	\$27.00

**Water Usage**

Gallons: **28,640**

0 to 3K @	\$2.85/K	\$8.55
3 to 6 K @	\$5.33/K	\$15.99
6 to 9 K @	\$7.52/K	\$22.56
9K+ @	\$9.73/K	\$191.10
Total:		\$266.20

**Adjusted Sewer Usage**

Gallons\*: **7,555**

0 to 3K @	\$2.30/K	\$6.90
3 to 6 K @	\$4.66/K	\$13.98
6 to 9 K @	\$6.77/K	\$10.53
9K+ @	\$8.86/K	\$0.00
Total:		\$58.41

**Adjusted Water and Sewer, Total: \$324.60**



# Usage Report

From: 04/08/2022 Through: 05/08/2023

Sorted By: Account Number  
For 470001

7,555 gal/yr avg

Location No	Meter No.	Change Out	Acct No.	Name	Service	Tran Date	Measure	Service Address			Route		Prior Date	Prior Read	Current Date	Current Read	
								Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges					
470001		470001		LINDWOOD T MCKENNEY				12571 MERLE ST.		10							
14280549	5/8" METER			WATER	WATER	04/28/2022	Gallons	4640	4640	0	0.00	43.46	38570	04/20/2022	39034	39034	
14280549	5/8" METER			WATER	WATER	05/31/2022	Gallons	7090	7090	0	0.00	58.17	39034	05/20/2022	39743	39743	
14280549	5/8" METER			WATER	WATER	06/28/2022	Gallons	12160	12160	0	0.00	101.14	39743	06/21/2022	40959	40959	
14280549	5/8" METER			WATER	WATER	07/29/2022	Gallons	10290	10290	0	0.00	83.81	40959	07/21/2022	41988	41988	
14280549	5/8" METER			WATER	WATER	08/30/2022	Gallons	9770	9770	0	0.00	78.99	41988	08/22/2022	42965	42965	
14280549	5/8" METER			WATER	WATER	09/27/2022	Gallons	3310	3310	0	0.00	36.70	42965	09/20/2022	43296	43296	
14280549	5/8" METER			WATER	WATER	10/28/2022	Gallons	7040	7040	0	0.00	60.36	43296	10/19/2022	44000	44000	
14280549	5/8" METER			WATER	WATER	12/01/2022	Gallons	9210	9210	0	0.00	77.14	44000	11/18/2022	44921	44921	
14280549	5/8" METER			WATER	WATER	12/30/2022	Gallons	5870	5870	0	0.00	51.85	44921	12/19/2022	45508	45508	
14280549	5/8" METER			WATER	WATER	02/01/2023	Gallons	4000	4000	0	0.00	41.88	45508	01/18/2023	45908	45908	
14280549	5/8" METER			WATER	WATER	03/02/2023	Gallons	7120	7120	0	0.00	60.96	45908	02/21/2023	46620	46620	
14280549	5/8" METER			WATER	WATER	03/31/2023	Gallons	10160	10160	0	0.00	86.39	46620	03/20/2023	47636	47636	
14280549	5/8" METER			WATER	WATER	04/28/2023	Gallons	28640	28640	0	0.00	266.20	47636	04/20/2023	50500	50500	
Totals for Customer/Location/Service: 470001 / 470001 / WATER								119,300	119,300	0	0.00	1047.05					

Grand Totals

WATER	Gallons	119300	119300	0	0.00	1047.05
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Number of Accounts	1
Number of Locations	1
Account/Location Combinations	1



**CEDAR KEY WATER AND SEWER DISTRICT**

**REQUEST FOR BILL ADJUSTMENT**

Date: 6/9/2023

Name: Lintwood McHenry

Name on Account if Different: \_\_\_\_\_

Physical Address of Account: 12571 Merle Avenue

Description of water loss including dates over which loss occurred:

Water hose was found slightly running in back yard.

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

Lintwood McHenry  
Signature

Submit:

Mail: CKWSD, P.O. Box 309, Cedar Key, FL, 32625.  
Email: [alicia@ckwater.org](mailto:alicia@ckwater.org)  
Fax: 866-278-7502  
Hand: 510 3<sup>rd</sup> Street, Cedar Key.

RESOLUTION NO. 2023-\_\_

**A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT RELATED TO NEW WATER AND WASTEWATER CONNECTIONS AND MISCELLANEOUS CHARGES; AMENDING SECTION 4.05 OF THE DISTRICT'S CODIFIED RESOLUTIONS RELATED TO POINT OF CONNECTION AND EXTENSION CHARGES; AMENDING SECTION 5.04 RELATED TO MISCELLANEOUS CHARGES TO PROVIDE FOR A CHARGE OF \$300 FOR THE COST OF A NEW WATER METER AND A CHARGE OF \$120 FOR THE COST OF REMOVING A WATER METER; CLARIFYING THAT SEPARATELY METERED IRRIGATION CONNECTIONS ARE SUBJECT TO THE DISTRICT'S SERVICE CHARGE FOR NEW WATER CONNECTIONS; PROVIDING FOR CODIFICATION; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, the Cedar Key Water and Sewer District owns and operates a water and wastewater system as part of a combined and integrated water and wastewater system; and

**WHEREAS**, the District provides potable water and wastewater treatment services to customers within its geographical boundaries as established by the Legislature of the State of Florida; and

**WHEREAS**, the District Board of Commissioners has determined that it is in the best interests of the District and its customers for the Codified Resolutions of the District to be amended as provided herein.

**NOW THEREFORE BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE CEDAR KEY WATER AND SEWER DISTRICT:**

**Section 1. Incorporation of Recitals.** The above recitals are true and correct and are hereby incorporated herein by reference.

**Section 2. Amendment of Section 4.05, Codified Resolutions.**

Section 4.05 of the District's Codified Resolutions entitled "Point of Connection and Extension Charges" is hereby amended to read as follows:

[underline indicates addition; ~~strikethrough~~ indicates deletion; \* \* \* indicates text following/prior to \* \* \* remains unchanged]

**4.05 Point of Connection and Extension Charges**



A. General.

1. Where a proposed new service connection fronts on a street along which there are existing water and/or wastewater mains, the Applicant shall be responsible for all costs associated with connection of the property to be served to the District's water and/or wastewater system, including but not limited to payment of the relevant Tap Fees connection fees described in Section 5.04. If the proposed connection is on the opposite side of the street as the water or wastewater main line to be connected to, such that boring under the roadway or other work is required to install the water and/or wastewater lateral(s), the Applicant shall be solely responsible for such work and shall furnish all labor and materials in connection with same. All work shall be performed by a qualified contractor or plumber possessing all required licenses. Any work performed by the District shall be limited to meter assembly and installation of any fittings, appurtenances, and/or piping on the supply-side of the meter.

2. Where an applicant is requesting service to a location on a street that does not have water and/or wastewater lines along the street, or to an area within the District to which service has not been extended, then the following rules shall apply:

a. The point of connection of the water or wastewater facilities shall be where the District deems its system adequate to provide service. The Applicant shall pay all costs for the extension of the facility from the stipulated point of connection to the project, except when oversizing is required in accordance with Section 4.05 E.

All extensions from the stipulated point of connection to the lot lines of individual business or residential parcels shall be dedicated to the District to be owned and maintained by the District.

b. The cost of any necessary water and sewer main extensions including pumping stations, shall be the responsibility of the applicant. The cost shall include all labor, materials and equipment, including pavement replacement and site restoration. The line extension may be installed by one of the following methods.

(1) District: District personnel will furnish and install service line extension and charge the applicant based upon the cost of labor and materials expended. Labor costs shall include an additional seventy-five (75%) to cover payroll and overhead costs.

(2) Applicant: Upon approval by the District Board of Commissioners, the applicant may employ a licensed (mechanical) contractor or (licensed) plumber, acceptable to the District Superintendent, to perform the work.

c. Where the District requires the oversizing of the extensions for purposes of

serving future additional development, the Applicant shall be so advised. Applicant will pay all costs of oversizing based on the installed cost of the oversized extension less the District's approved estimated cost of the extension size required for the application only.

- d. Where service is requested by individual property owners, either residential or commercial, in areas adjacent to existing District facilities having adequate capacity, involving potential future customers in addition to those requesting service, the District will determine the feasibility of constructing the necessary line extensions with payment to be by special assessment in accordance with the procedure set forth in Section 153.73, Florida Statutes.

**Section 3. Amendment of Section 5.04, Codified Resolutions**

Section 5.04 of the District's Codified Resolutions entitled "Miscellaneous Charges" is hereby amended to read as follows:

[underline indicates addition; ~~strike through~~ indicates deletion; \* \* \* indicates text following/prior to \* \* \* remains unchanged]

**5.04 Miscellaneous Charges**

The following fees and charges are hereby ~~shall be~~ imposed:

- A. Penalty for late payment.....\$20.00  
(if payment not made by the 26<sup>th</sup> of the month)
- B. Disconnect Fee .....\$25.00
- C. Reconnect Fee .....\$25.00
- D. Service charge for checking meter and finding no problem.....\$25.00
- E. Service charge for leak detection download.....\$20.00
- F. ~~Service charge~~ Tap Fee for initial water connection..... \$3,000.00\*
- G. ~~Service charge~~ Tap Fee for initial wastewater connection ..\$3,000.00\*
- H. Tap Fee for separately metered irrigation connection ... .. \$3,000.00\*
- I. Charge for cost of new water meter..... \$300.00
- J. Service charge for removal of water meter ..... \$120.00

\*Subject to the line extension rules and charges in Section 4.05 above. The tap fees for initial water and wastewater connections and separately metered irrigations connections are charges imposed by the District to recover labor and material costs incurred by the District to facilitate the physical connection of property to be served to the District's water and wastewater system, including but not limited to locating distribution and transmission lines, meter assembly and installation, and installation of fittings, piping, and appurtenances on the supply-side of the meter.

**Section 4. Codification.**

It is the intention of the Board and it is hereby ordained that the provisions of Sections 2 and 3 of this Resolution shall be incorporated into the District's Codified Resolutions.

**Section 5. Effective Date**

This Resolution shall take effect upon final adoption.

Read by title or in full on the \_\_\_\_ day of \_\_\_\_\_, 2023. Passed and adopted on the \_\_\_\_ day of \_\_\_\_\_, 2023.

**CEDAR KEY WATER AND SEWER DISTRICT**

BY: \_\_\_\_\_  
Dottie Haldeman, Chairperson

ATTEST:

(SEAL)

\_\_\_\_\_  
Leslie Sturmer, Secretary

