

NOTICE AND AGENDA
CEDAR KEY WATER & SEWER DISTRICT
510 THIRD STREET, CEDAR KEY, FL 32625

REGULAR MEETING
October 12, 2020, 5:00 P.M.

NOTE LOCATION CHANGE: IN ORDER TO ACHIEVE DISTANCING REQUIREMENTS, THE MEETING WILL BE HELD AT THE CEDAR KEY COMMUNITY CENTER, 809 6TH STREET, CEDAR KEY

1. Call to order.
2. Pledge and Prayer.
3. Adoption of Agenda.
4. Approval of minutes of September 29, 2020, final budget hearing. *(1-2)*
5. Financial Reports: Balance Sheet; Budget Report; Checkbook Activity; Past Due Accounts Report; Employee Leave. *(3-12)*.
6. Public Input
7. Bill Adjustment Requests:
 - Cindy Bonish *(13-15)*
 - Nancy Sera *(16-18)*
8. Resolution No: 2020-04 *(19-21)*

A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT AMENDING RATES FOR WATER AND SEWER CHARGES; PROVIDING INSTRUCTIONS TO THE CODIFIER; AND ESTABLISHING AN EFFECTIVE DATE.
9. General Manager Report. *(22)*
10. Commissioner Comments.
11. Public Input.
12. Adjourn.

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

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

**Minutes of Final Budget Hearing
Board of Commissioners
September 29, 2020**

Board Members Present: Joe Hand, Stephen Rosenthal, Dottie Haldeman.

Others Present: John McPherson, Jan Childers, Clay Childers, Steve Priessman, Diana Priessman, Michael Johns, Mandy Offerle, Frank Offerle.

1. Meeting called to order at 5:01 p.m. by Stephen Rosenthal, Chair.
2. Pledge and Prayer.
3. Adoption of Agenda. **Motion** by Joe Hand to adopt the agenda as presented. **Second** by Dottie Haldeman. Passed by a vote of 3-0.
4. Resolution No: 2020-07

A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT;
ADOPTING THE FINAL LEVYING OF AD VALOREM TAXES FOR FISCAL
YEAR 2020-2021; AND ESTABLISHING AN EFFECTIVE DATE.

The resolution was read in full by John McPherson, General Manager. There was general discussion by the Board and a request for public input. **Motion** by Dottie Haldeman to adopt Resolution 2020-07 as presented. **Second** by Joe Hand. Passed by a vote of 3-0 at 5:08 p.m.

5. Resolution No: 2020-08

A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT; ADOPTING
THE FINAL BUDGET FOR FISCAL YEAR 2020-21; AND ESTABLISHING AN
EFFECTIVE DATE.

The resolution was read in full by John McPherson, General Manager. The General Manager went over the changes in the final budget compared to the tentative budget. There was general discussion by the Board and a request for public input. **Motion** by Dottie Haldeman to adopt Resolution 2020-08 as presented. **Second** by Joe Hand. Passed by a vote of 3-0 at 5:19 p.m.

6. Public Input. Public input was requested but none was provided.
7. Approval of Minutes. **Motion** by Dottie Haldeman to accept the minutes of the regular meeting of September 14, 2020, as presented. **Second** by Joe Hand. Passed by a vote of 3-0.

8. WiFiber Update. The General Manager advised the Board that he and Michael Johns with WiFiber had been working on a lease agreement and rental rates for internet service facilities currently attached to the water tower on a trial basis. Michael Johns participated in a discussion on the proper rent to charge in light of the general requirement that the District obtain market rates for the lease of District property. Steve Priessman presented information regarding the market rate for communications equipment on utility towers and suggested that what was being offered by Mr. Johns was reasonable. It was generally agreed that the lease rate could start out low and increase over time as new customers signed up for the service. The General Manager advised the Board that he and Mr. Johns would continue discussions and that a draft lease agreement would be brought to the Board at the October meeting.
9. General Manager Report. The General Manager reported on the excellent test results for DBP levels in the first round of DBP testing during the pilot test of the granulated activated carbon filtration system. He advised the Board that pursuant to the pilot test protocol, the Miex system had now been bypassed to determine how the GAC system will function without it, and that the next round of testing would take place during the first week of October.
10. Commissioner Comments. Dottie Haldeman stated that she was very happy about the DBP test results and hoped that it would be reported in the Cedar Key News.
11. Public Input:
12. Adjournment. There being no further business to conduct, the meeting was adjourned at 5:55 p.m.

Stephen B. Rosenthal, Chairperson

Leslie Sturmer, Commissioner &
Secretary of the Board

Date: _____

Cedar Key Water & Sewer District Balance Sheet

As of September 30, 2020

Sep 30, 20

ASSETS

Current Assets

Checking/Savings

Unrestricted Cash Funds

100 - Operating Account	31,096.23
102 Petty Cash	175.00
113.3 Unrestricted Savings	2,015.51

Total Unrestricted Cash Funds 33,286.74

Restricted Cash Funds

103.1 Security Deposit	12,401.02
114.00 RD Payment	1,300.00
114.02 RD RESERVE ACCOUNT	34,364.00

Total Restricted Cash Funds 48,065.02

Total Checking/Savings 81,351.76

Other Current Assets

134 - Accounts Receivable	85,506.36
135 - Allowance for A/R	-17,550.00
160 - Inventory & Materials	36,966.00
170 - Utility Deposit	141.19

Total Other Current Assets 105,063.55

Total Current Assets 186,415.31

Fixed Assets

301 - Land	125,195.95
302 - Other Improvements	2,504,213.86
304 - Plant and Equipment	7,530,935.97
306 - Other Equipment	118,077.81
307 - Sewer Machinery	158,704.72
308 - Computer S/W	9,540.64
309 - Vehicles	97,630.46
311 - Less Accum Depreciation	-5,664,114.87

Total Fixed Assets 4,880,184.54

Other Assets

311 - Construction in Progress	
312 - CIP-SRF Project	140,250.00
313 - CIP - SRF District Match	26,000.00
313.25 - CIP - Special Legislative 38091	166,661.36
313.50 - CIP - (Sp Leg 38091) District	20,702.94

Total 311 - Construction in Progress 353,614.30

Total Other Assets 353,614.30

TOTAL ASSETS 5,420,214.15

LIABILITIES & EQUITY

Liabilities

Current Liabilities

Other Current Liabilities

485 - Note Payable -RD - Current	17,000.00
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Cedar Key Water & Sewer District Balance Sheet

As of September 30, 2020

Sep 30, 20

403- Emplo Ret Con Payabale	-3,378.98
407-01 SS Tax Payable	21.63
408 - Sales Tax Payable	51.32
411 - Deferred Revenue	9,802.39
445-DCB Line Credit	100,000.00
450 · Fed. Income Taxes Payable	2,274.34
482 - Accrued Int Pay	2,388.13
483 · Accrued Compensated Absences	15,775.00
484 -Security Deposit Payable	12,401.02
Total Other Current Liabilities	156,334.85
Total Current Liabilities	156,334.85
Long Term Liabilities	
460 · N/P-Rural Development	1,076,000.00
500 - Accrd Compen Absences-LT	8,373.00
Total Long Term Liabilities	1,084,373.00
Total Liabilities	1,240,707.85
Equity	
598 · Restricted for Debt Service	29,462.00
3900 · Retained Earnings	62,783.49
599 · Investment in Capital Assets -	4,057,057.08
Net Income	30,203.73
Total Equity	4,179,506.30
TOTAL LIABILITIES & EQUITY	5,420,214.15

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Cedar Key Water & Sewer District
2019 & 2020 Profit & Loss Budget vs. Actual
 October 2019 through September 2020

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense				
Income				
300 - Income				
305 - Water Charge	451,646.55	459,000.00	-7,353.45	98.4%
310 - Sewer Charges	376,639.41	402,000.00	-25,360.59	93.69%
315 - Ad Valorem Tax				
315.100 - Ad Valorem	196,901.54	213,000.00	-16,098.46	92.44%
315 - Ad Valorem Tax - Other	9,955.60	0.00	9,955.60	100.0%
Total 315 - Ad Valorem Tax	206,857.14	213,000.00	-6,142.86	97.12%
325 - Penalties	1,596.77	2,500.00	-903.23	63.87%
330 - Earned Interest	8.77	20.00	-11.23	43.85%
335 - New Meter Charges	1,000.00	1,000.00	0.00	100.0%
340 - Rent	11,289.84	16,500.00	-5,210.16	68.42%
350 - Misc Income	10,197.72	3,500.00	6,697.72	291.36%
360 - Carry Forward	0.00	50,000.00	-50,000.00	0.0%
365 - Meter Installation Fee	480.00	1,000.00	-520.00	48.0%
382 - Grant - Legislative 2016	21,814.83	50,000.00	-28,185.17	43.63%
386 - Grant SRWMD 2018	0.00			
Total 300 - Income	1,081,531.03	1,198,520.00	-116,988.97	90.24%
Other Sources Of Income				
364 - Gain on Sale of Equipment	7,500.00			
Total Other Sources Of Income	7,500.00			
Total Income	1,089,031.03	1,198,520.00	-109,488.97	90.87%
Gross Profit	1,089,031.03	1,198,520.00	-109,488.97	90.87%
Expense				
500 - GENERAL AND ADMINISTRATIVE				
510 - Payroll				
510.01 - Salaries	258,212.83	232,522.00	25,690.83	111.05%
510.02 - Social Security/Medicare	19,330.27	17,787.00	1,543.27	108.68%
510.03 - Retirement	29,096.74	29,174.00	-77.26	99.74%
510.04 - Health, Dental & Life Ins	53,609.36	51,400.00	2,209.36	104.3%
510.05 - Workers Comp.	11,716.92	8,000.00	3,716.92	146.46%
Total 510 - Payroll	371,966.12	338,883.00	33,083.12	109.76%
520 - Office				
520.01 - Supplies	1,953.13	2,000.00	-46.87	97.66%
520.02 - Postage & Shipping	5,481.15	4,500.00	981.15	121.8%
520.03 - Copier, Computer, Billing, Etc.	5,254.29	6,000.00	-745.71	87.57%
520.04 - Printing and Copying	669.90	1,500.00	-830.10	44.66%
Total 520 - Office	13,358.47	14,000.00	-641.53	95.42%
530 - Utilities				
530.01 - Fuel For Equipment	5,699.75	6,500.00	-800.25	87.69%
530.02 - Solid Waste Disposal	1,553.09	2,250.00	-696.91	69.03%
530.03 - Telephone	9,482.14	8,000.00	1,482.14	118.53%
530 - Utilities - Other	0.00			

Cedar Key Water & Sewer District 2019 & 2020 Profit & Loss Budget vs. Actual October 2019 through September 2020

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
Total 530 · Utilities	16,734.98	16,750.00	-15.02	99.91%
540 · Professional Fees				
540.01 · Audit & Accounting	18,050.00	18,000.00	50.00	100.28%
540.02 · Management/Legal	55,000.00	60,000.00	-5,000.00	91.67%
540.03 · Property Appraiser's Fee	6,348.10	6,000.00	348.10	105.8%
540.05 · Tax Collector Fees	4,540.99			
540.04 · Water/Wastewater Operator	8,086.75	5,000.00	3,086.75	161.74%
Total 540 · Professional Fees	92,025.84	89,000.00	3,025.84	103.4%
550 - General Repair & Maint				
550.01 · Vehicle	4,244.52	25,000.00	-20,755.48	16.98%
550.02 · Equipment and Tools	848.98	52,000.00	-51,151.02	1.63%
550.03 · Building	2,941.53	2,000.00	941.53	147.08%
550.04 · Supplies	1,699.69	2,500.00	-800.31	67.99%
550.05 · New Tools	786.84	4,000.00	-3,213.16	19.67%
Total 550 - General Repair & Maint	10,521.56	85,500.00	-74,978.44	12.31%
560 · Other				
560.01 · Property/Liability Ins.	43,299.00	43,300.00	-1.00	100.0%
560.02 · Election Expenses	0.00	1,000.00	-1,000.00	0.0%
560.03 · Continuing Education	347.00	1,800.00	-1,453.00	19.28%
560.04 · Annual Fees & Dues	2,100.23	2,000.00	100.23	105.01%
560.05 · Ads and Publications	419.86	750.00	-330.14	55.98%
560.06 · Miscellaneous	1,638.23	2,000.00	-361.77	81.91%
560.07 · Contingency	0.00	16,012.00	-16,012.00	0.0%
Total 560 · Other	47,804.32	66,862.00	-19,057.68	71.5%
Total 500 · GENERAL AND ADMINISTRATIVE	552,411.29	610,995.00	-58,583.71	90.41%
600 · DIRECT WATER EXPENSES				
610 · Chemicals and Filters				
610.01 · Chemicals	61,535.98	60,000.00	1,535.98	102.56%
610.02 · Miex Resin	18,498.87	36,000.00	-17,501.13	51.39%
610.03 · Twin Oxide Inst., Rent, Chemical	777.96	74,000.00	-73,222.04	1.05%
610.04 · RO Filters and Membranes	0.00	0.00	0.00	0.0%
610 · Chemicals and Filters - Other	0.00	0.00	0.00	0.0%
Total 610 · Chemicals and Filters	80,812.81	170,000.00	-89,187.19	47.54%
620 - Laboratory				
620.01 · In House Lab	1,847.34	1,000.00	847.34	184.73%
620.02 · Outside Lab	5,799.00	2,500.00	3,299.00	231.96%
620.03 · Instrument Maintenance	0.00	3,500.00	-3,500.00	0.0%
Total 620 - Laboratory	7,646.34	7,000.00	646.34	109.23%
630 - Regulatory				
630.01 · Permits	100.00	1,000.00	-900.00	10.0%
Total 630 - Regulatory	100.00	1,000.00	-900.00	10.0%
640 · Repairs and Maintenance				
640.01 · Piping and Distribution	8,234.66	20,000.00	-11,765.34	41.17%
640.02 · Equipment	39,428.06	15,000.00	24,428.06	262.85%

Cedar Key Water & Sewer District
2019 & 2020 Profit & Loss Budget vs. Actual
 October 2019 through September 2020

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
640.03 · Building & Grounds	885.96	3,000.00	-2,114.04	29.53%
640.04 · Water Tower Maintenance	18,978.00	35,500.00	-16,522.00	53.46%
640.05 · Generators Annual Mainte	1,850.00	2,250.00	-400.00	82.22%
Total 640 · Repairs and Maintenance	69,376.68	75,750.00	-6,373.32	91.59%
650 · Utilities				
650.01 · Electric	18,864.48	20,000.00	-1,135.52	94.32%
650.02 · Propane	0.00	600.00	-600.00	0.0%
650.03 · Telephone	1,850.48	3,500.00	-1,649.52	52.87%
Total 650 · Utilities	20,714.96	24,100.00	-3,385.04	85.95%
660 · Other				
660.01 · Professional Fees	560.00			
660.02 · Engineering-SRF Planning	1,000.00			
660.04 Prof. Fees- Water Plant	26,306.40			
660.05 Pilot Study- Water Plant	2,500.00			
660.20 · Contingency	108,793.66	20,000.00	88,793.66	543.97%
Total 660 · Other	139,160.06	20,000.00	119,160.06	695.8%
680 · Loans				
680.05 · RD - Water System Interest	30,487.86	31,000.00	-512.14	98.35%
680.06 · RD - Water System Principal	0.00	17,000.00	-17,000.00	0.0%
680.07 · DCB - LOC Interest	1,021.87			
Total 680 · Loans	31,509.73	48,000.00	-16,490.27	65.65%
Total 600 · DIRECT WATER EXPENSES	349,320.58	345,850.00	3,470.58	101.0%
700 · DIRECT WASTEWATER EXPENSES				
710 · Chemicals and Filters				
710.01 · Chemicals	25,500.91	30,000.00	-4,499.09	85.0%
710 · Chemicals and Filters - Other	0.00	0.00	0.00	0.0%
Total 710 · Chemicals and Filters	25,500.91	30,000.00	-4,499.09	85.0%
720 · Laboratory				
720.01 · In House Lab	980.45	1,500.00	-519.55	65.36%
720.02 · Outside Lab	12,102.28	13,000.00	-897.72	93.09%
720.03 · Instrument Maintenance	-384.00	3,600.00	-3,984.00	-10.67%
Total 720 · Laboratory	12,698.73	18,100.00	-5,401.27	70.16%
730 · Regulatory				
730.01 · Permits	200.00	200.00	0.00	100.0%
730.02 · Biosolids Hauling	53,885.00	50,000.00	3,885.00	107.77%
Total 730 · Regulatory	54,085.00	50,200.00	3,885.00	107.74%
740 · Repairs Maintenance Other				
740.01 · Piping & Distribution	11,229.95	6,000.00	5,229.95	187.17%
740.02 · Equipment	14,340.82	25,000.00	-10,659.18	57.36%
740.03 · Building and Grounds	7,133.66	60,000.00	-52,866.34	11.89%
740.04 · Generator-Annual Maintenance	1,150.00	1,375.00	-225.00	83.64%
Total 740 · Repairs Maintenance Other	33,854.43	92,375.00	-58,520.57	36.65%
750 · Utilities				
750.01 · Electric	27,356.22	30,000.00	-2,643.78	91.19%

Cedar Key Water & Sewer District
2019 & 2020 Profit & Loss Budget vs. Actual
 October 2019 through September 2020

	Oct '19 - Sep 20	Budget	\$ Over Budget	% of Budget
750.02 · Propane	980.14	1,000.00	-19.86	98.01%
Total 750 · Utilities	28,336.36	31,000.00	-2,663.64	91.41%
760 · Other				
760.01 · Professional Fees -WWTP Permit	2,620.00	20,000.00	-17,380.00	13.1%
760.02 · Contingency	0.00	0.00	0.00	0.0%
Total 760 · Other	2,620.00	20,000.00	-17,380.00	13.1%
770 · Capital Expenditures				
770.01 · Bridge 1,2,3 Drills	0.00			
Total 770 · Capital Expenditures	0.00			
Total 700 · DIRECT WASTEWATER EXPENSES	157,095.43	241,675.00	-84,579.57	65.0%
Total Expense	1,058,827.30	1,198,520.00	-139,692.70	88.35%
Net Ordinary Income	30,203.73	0.00	30,203.73	100.0%
Net Income	30,203.73	0.00	30,203.73	100.0%



Cedar Key Water & Sewer District Monthly Checkbook Activity

As of September 30, 2020

Date	Num	Name	Memo	Amount
Unrestricted Cash Funds				
100 - Operating Account				
09/01/2020	29428	Sensible Water Solutions	Invoice No: 8/31/2020	-107,000.00
09/01/2020	29429	Egis Insurance Advisors, LLC	Invoice No: 10729 June 2020	-510.00
09/01/2020		Deposit	Nexttower Development FL-142 Monthly Ground R	900.00
09/01/2020		Deposit	Drummond Community Line of Credit	100,000.00
09/01/2020		Deposit	Deposit	63.47
09/02/2020	29430	Ann Richburg	Reimbursement Request mileage to Ocala	-84.68
09/02/2020		Deposit	Deposit	150.64
09/02/2020		Deposit	Deposit	138.08
09/03/2020	29432	Quinn, William M.	Pay Check	-736.76
09/03/2020	29431	Johns, Alicia M.	Pay Check	-433.62
09/03/2020	29433	McCain, James E.	Pay Check	-1,339.53
09/03/2020		Deposit	Deposit	161.96
09/04/2020	29434	Doty, Gabriel T	Pay Check	-441.25
09/04/2020	29435	Richburg, Margaret A.	Pay Check	-579.62
09/04/2020	29436	John K. McPherson. P.A.	Management, Invoice No: 5 8/2020	-5,000.00
09/04/2020		Deposit	Deposit	408.66
09/04/2020	Bankdraft	EFTPS	59-1156008	-1,121.44
09/06/2020		Deposit	Deposit	3,664.01
09/06/2020		Deposit	Deposit	52.04
09/07/2020		Deposit	Deposit	5,439.34
09/08/2020	29437	Johns, Alicia M.	Pay Check	-433.62
09/08/2020		Deposit	Deposit	8,297.88
09/09/2020		Deposit	Deposit	7,261.57
09/09/2020		Deposit	Deposit	49.45
09/10/2020	29438	Quinn, William M.	Pay Check	-990.54
09/10/2020		Deposit	Deposit	3,575.95
09/10/2020		Deposit	Deposit	104.36
09/11/2020	29439	Doty, Gabriel T	Pay Check	-502.78
09/11/2020	29442	McCain, James E.	Pay Check	-817.00
09/11/2020	29444	Richburg, Margaret A.	Pay Check	-579.61
09/11/2020	29440	Haldeman, Hattie B.	Pay Check	-369.40
09/11/2020	29441	Hand, Joseph G.	Pay Check	-369.40
09/11/2020	29443	Reynolds, Chris	Pay Check	-369.40
09/11/2020	29445	Rosenthal, Stephen B.	Pay Check	-369.40
09/11/2020	29446	Sturmer, Leslie N.	Pay Check	-369.40
09/11/2020		Deposit	Deposit	245.05
09/11/2020		Deposit	Deposit	102.61
09/13/2020		Deposit	Deposit	54.94
09/15/2020	29447	Ann Richburg	Reimbursement Request mileage to Ocala	-84.68
09/15/2020		Deposit	Deposit	2,306.85
09/15/2020	29448	Central FL Electric	Electric Bills 08/2020	-4,501.10
09/15/2020	29449	Marina Hardware At Cedar Key, Inc	Invoice No & Account No: 220 08/2020	-332.00
09/15/2020	29450	A-Able Septic-Sewer Service, Inc.	Invoice NO:48050 8/26/2020	-3,100.00

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Cedar Key Water & Sewer District Monthly Checkbook Activity

As of September 30, 2020

Date	Num	Name	Memo	Amount
09/15/2020	29451	Aqua Pure Water & Sewerage Sen	Invoice No: 84351 8/31/2020	-924.00
09/15/2020	29452	AT & T # 2	Account No: 352-543-6405 937 1988	-57.45
09/15/2020	29453	AT&T # 1		-421.93
09/15/2020	29454	AT&T Internet Service	Invoice No: 122314242	-83.95
09/15/2020	29455	Ellis Automated Corporation	Invoice No: 1998 8/26/2020	-850.00
09/15/2020	29456	Gator Works Computing	Backup, Invoice 20-22897	-98.45
09/15/2020	29457	Hawkins, Inc.d/b/a Dumont	Invoice No: 4787014,4787015 9/01/2020	-2,310.29
09/15/2020	29458	JAC-PAC DISTRIBUTORS	Invoice No: 1023094-0001-01 9/10/2020	-294.96
09/15/2020	29459	Konica Minolta Business Solutions	Maintenance, Invoice No: 268031507 8/31/2020	-85.37
09/15/2020	29460	NAPA Gulf Coast Parts, LLC	Account # 1999 08/2020	-75.49
09/15/2020	29461	Verizon Wireless # 1	Cell Phones, Invoice No:9861401182	-97.66
09/15/2020	29462	Verizon # 2	Account No: 842009805-0001	-113.24
09/15/2020		Deposit	Deposit	50.32
09/15/2020		Deposit	Deposit	4,206.51
09/15/2020		Deposit	Deposit	2,291.93
09/16/2020	29463	Johns, Alicia M.	Pay Check	-433.62
09/16/2020	29464	Johns, Alicia M.	Pay Check	-241.83
09/17/2020	29465	Doty, Gabriel T	Pay Check	-641.51
09/17/2020	Bankdraft	Wex Bank Marathon Fleet	Fuel Invoice 67277779 August 30, 2020	-598.03
09/17/2020	29466	A-Able Septic-Sewer Service, Inc.	Invoice NO: 48050	-2,325.00
09/17/2020	29467	Hawkins, Inc.d/b/a Dumont	Invoice No:4777631,4794603,4794307 4767641.471	-9,247.18
09/17/2020	29468	Quill Corporation	Invoice No. 9589538 8/14/2020	-34.74
09/17/2020	29469	SUBURBAN PROPANE-1790	Account # 1790-174516 September 2019	-980.14
09/18/2020	29470	McCain, James E.	Pay Check	-966.72
09/18/2020	29471	Quinn, William M.	Pay Check	-646.96
09/18/2020	29472	Richburg, Margaret A.	Pay Check	-579.61
09/18/2020	29473	DIGITAL DEPLOYMENT	Invoice No:103215 01/20 106930 9/12/2020	-200.00
09/18/2020	29474	Egis Insurance Advisors, LLC	Invoice No: WC100120692 10/01/2020 thru 10/01/2	-5,416.95
09/18/2020	Bankdraft	EFTPS	59-1156008	-1,055.14
09/21/2020	Bankdraft	EFTPS	59-1156008	-1,401.32
09/22/2020	29475	Richburg, Margaret A.	Pay Check	-579.61
09/22/2020	29476	Cedar Key Auto Care	Invoice No: 08/05/2020	-592.11
09/22/2020	29477	AT & T MOBILITY	287283253088	-23.50
09/22/2020	29478	DAVISVISION	90866	-79.26
09/22/2020	29479	Gator Works Computing	Lap top drop off/ Printer setup	-114.00
09/22/2020		Deposit	Deposit	206.47
09/22/2020		Deposit	Deposit	5,350.33
09/24/2020	29480	Johns, Alicia M.	Pay Check	-433.63
09/24/2020	29481	McCain, James E.	Pay Check	-1,192.79
09/25/2020	29482	Doty, Gabriel T	Pay Check	-441.24
09/25/2020	29483	Quinn, William M.	Pay Check	-736.76
09/25/2020	Bankdraft	EFTPS	59-1156008	-1,066.86
09/28/2020	Bankdraft	Blue Cross Blue Shield of FL	Group:90866 450000238764 10 /01/20 74728082	-4,372.69
09/28/2020	29484	AFLAC	ATF27	-1,009.96
09/28/2020	29485	FASON ELECTRIC, INC.	Invoice #6092	-240.00



Cedar Key Water & Sewer District Monthly Checkbook Activity

As of September 30, 2020

Date	Num	Name	Memo	Amount
09/28/2020	29486	Cedar Key Auto Care	Invoice No: 09/26/2020	-854.36
09/28/2020	29487	Transamerica Employee Benefits	33859	-56.08
09/28/2020	Bankdraft	FMP,TF Pension Service	Retirement September 2020	-2,882.58
09/28/2020		Deposit	Deposit	20,083.56
09/29/2020		Deposit	Deposit	7,619.25
09/29/2020		Deposit	Deposit	408.66
09/30/2020	29488	Hach Company	Invoice NO: 1213871 Sept. 2020	-575.00
09/30/2020	29489	US Postmaster	783 pc @ 0.35 ea= \$ 274.05	-274.05
09/30/2020	29490	Hawkins, Inc.d/b/a Dumont	Invoice No: 4803433, 4803434 9/29/2020	-1,180.00
Total 100 - Operating Account				<u>-4,127.36</u>
Total Unrestricted Cash Funds				<u>-4,127.36</u>
TOTAL				<u><u>-4,127.36</u></u>



Cedar Key Water & Sewer District

Sick and Annual Leave Balances

September 30, 2020 Amount Used 2020

<u>Employee</u>	<u>Sick Available</u>	<u>Sick Used</u>	<u>Vacation Available</u>	<u>Vacation Used</u>
Doty, Gabriel T	42:00	72:00	61:18	32:00
Johns, Alicia M.	3:27	117:30	35:07	130:00
McCain, James E.	1235:30	49:00	211:35	84:30
Quinn, William M.	294:30	32:00	96:26	146:30
Richburg, Margaret A.	2:00	76:30	82:32	101:00

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Adjusted Bill Calculation

Adjustment Information

Date Requested: 9/21/2020
Month of Service: Aug-20
Metered Usage: 55,950 Gal
Am't Billed (W&S): \$895.80

Customer Name: Cindy Bonish

Account No.: 758001

Service Address: 582 2nd Street

*Previous 12 Months

Average W&S Usage: 3,087 gallons/Month

Justification: Outside faucet was left on

	Water	Sewer
Base Charges:	\$25.00	\$24.00

Water Usage

Gallons: **55,950**

0 to 3K @	\$2.50/K	\$7.50
3 to 6 K @	\$4.70/K	\$14.10
6 to 9 K @	\$6.62/K	\$19.86
9K+ @	\$8.57/K	\$402.55
Total:		\$468.82

Adjusted Sewer Usage

Gallons*: **3,087**

0 to 3K @	\$2.03/K	\$6.09
3 to 6 K @	\$4.11/K	\$0.36
6 to 9 K @	\$5.96/K	\$0.00
9K+ @	\$7.81/K	\$0.00
Total:		\$30.45

Adjusted Water and Sewer, Total: \$499.27

Usage Report

From: 08/01/2019 Through: 08/31/2020
 Sorted By: Account Number
 For 758001

Location No	Acct No.	Name	Service	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior Read	Current Date	Current Read
758001	758001	CINDY BONISH				582 2ND ST.			11					
14280405	5/8" METER	WATER	08/30/2019	Gallons	2820	2820	0	0.00	30.85	07/17/2019	21390	08/19/2019	21672	
14280405	5/8" METER	WATER	09/30/2019	Gallons	1890	1890	0	0.00	28.59	08/19/2019	21672	09/19/2019	21861	
14280405	5/8" METER	WATER	10/31/2019	Gallons	3440	3440	0	0.00	34.57	09/19/2019	21861	10/21/2019	22205	
14280405	5/8" METER	WATER	12/03/2019	Gallons	2040	2040	0	0.00	30.10	10/21/2019	22205	11/20/2019	22409	
14280405	5/8" METER	WATER	01/02/2020	Gallons	2040	2040	0	0.00	30.10	11/20/2019	22409	01/02/2020	22613	
14280405	5/8" METER	WATER	02/05/2020	Gallons	5030	5030	0	0.00	42.04	01/02/2020	22613	02/04/2020	23116	
14280405	5/8" METER	WATER	03/02/2020	Gallons	1430	1430	0	0.00	28.58	02/04/2020	23116	02/20/2020	23259	
14280405	5/8" METER	WATER	03/30/2020	Gallons	2960	2960	0	0.00	32.40	02/20/2020	23259	03/18/2020	23555	
14280405	5/8" METER	WATER	04/30/2020	Gallons	370	370	0	0.00	25.93	03/18/2020	23555	04/20/2020	23592	
14280405	5/8" METER	WATER	05/29/2020	Gallons	1310	1310	0	0.00	28.28	04/20/2020	23592	05/20/2020	23723	
14280405	5/8" METER	WATER	06/30/2020	Gallons	7910	7910	0	0.00	59.24	05/20/2020	23723	06/22/2020	24514	
14280405	5/8" METER	WATER	07/31/2020	Gallons	5800	5800	0	0.00	45.66	06/22/2020	24514	07/20/2020	25094	
14280405	5/8" METER	WATER	08/28/2020	Gallons	55950	55950	0	0.00	468.82	07/20/2020	25094	08/19/2020	30689	
Totals for Customer/Location/Service: 758001 / 758001 / WATER						92,990	92,990	0	0.00	885.16				

Grand Totals

WATER	Gallons	92990	92990	0	0.00	885.16
Number of Accounts		1				
Number of Locations		1				
Account/Location Combinations		1				

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CEDAR KEY WATER AND SEWER DISTRICT

REQUEST FOR BILL ADJUSTMENT

Date: 9/21/2020

Name: Cindy Bonish

Name on Account if Different: _____

Physical Address of Account: 582 2nd Street

Description of water loss including dates over which loss occurred:

Outside faucet left on.

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
Fax: 866-278-7502
Hand: 510 3rd Street, Cedar Key.

Adjusted Bill Calculation

Adjustment Information

Date Requested: 9/21/2020
 Month of Service: Aug-20
 Metered Usage: 15,180 Gal
 Am't Billed (W&S): \$227.99

Customer Name: Nancy Sera

Account No.: 888001

Service Address: 750 4th Street

*Previous 12 Months

Average W&S Usage: 4,771 gallons/Month

Justification: Customer found water hose that was left on.

	Water	Sewer
Base Charges:	\$25.00	\$24.00

Water Usage		Adjusted Sewer Usage	
Gallons:	15,180	Gallons*:	4,771
0 to 3K @	\$2.50/K	0 to 3K @	\$2.03/K
	\$7.50		\$6.09
3 to 6 K @	\$4.70/K	3 to 6 K @	\$4.11/K
	\$14.10		\$7.28
6 to 9 K @	\$6.62/K	6 to 9 K @	\$5.96/K
	\$19.86		\$0.00
9K+ @	\$8.57/K	9K+ @	\$7.81/K
	\$52.96		\$0.00
Total:	\$119.42	Total:	\$37.37

Adjusted Water and Sewer, Total: \$156.79

(16)

Usage Report

From: 09/01/2019 Through: 09/21/2020

Sorted By: Account Number

For 888001

Location No	Acct No.	Name	Service Address	Route	Meter No.	Size	Service	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior Read	Current Date	Current Read
888001	888001	NANCY SERA	750 4TH STREET	13														
14280382	5/8" METER	WATER	4020				09/30/2019	Gallons	4020			0	0.00	35.94	08/19/2019	13930	09/19/2019	14332
14280382	5/8" METER	WATER	2450				10/31/2019	Gallons	2450			0	0.00	31.13	09/19/2019	14332	10/21/2019	14577
14280382	5/8" METER	WATER	2200				12/03/2019	Gallons	2200			0	0.00	30.50	10/21/2019	14577	11/20/2019	14797
14280382	5/8" METER	WATER	2200				01/02/2020	Gallons	2200			0	0.00	30.50	11/20/2019	14797	01/02/2020	15017
14280382	5/8" METER	WATER	4850				02/05/2020	Gallons	4850			0	0.00	41.20	01/02/2020	15017	02/04/2020	15502
14280382	5/8" METER	WATER	3070				03/02/2020	Gallons	3070			0	0.00	32.83	02/04/2020	15502	02/20/2020	15809
14280382	5/8" METER	WATER	3110				03/30/2020	Gallons	3110			0	0.00	33.02	02/20/2020	15809	03/18/2020	16120
14280382	5/8" METER	WATER	3820				04/30/2020	Gallons	3820			0	0.00	36.35	03/18/2020	16120	04/20/2020	16502
14280382	5/8" METER	WATER	5880				05/29/2020	Gallons	5880			0	0.00	46.04	04/20/2020	16502	05/20/2020	17090
14280382	5/8" METER	WATER	7120				06/30/2020	Gallons	7120			0	0.00	54.01	05/20/2020	17090	06/22/2020	17802
14280382	5/8" METER	WATER	3350				07/31/2020	Gallons	3350			0	0.00	34.15	06/22/2020	17802	07/20/2020	18137
14280382	5/8" METER	WATER	15180				08/28/2020	Gallons	15180			0	0.00	119.42	07/20/2020	18137	08/19/2020	19655
Totals for Customer/Location/Service: 888001 / WATER										57,250		0						

Grand Totals

WATER	Gallons	57250	57250	0	0.00	525.09
Number of Accounts 1						
Number of Locations 1						
Account/Location Combinations 1						

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CEDAR KEY WATER AND SEWER DISTRICT

REQUEST FOR BILL ADJUSTMENT

Date: 9/21/2020

Name: Nancy Sera

Name on Account if Different: _____

Physical Address of Account: 750 4th Street

Description of water loss including dates over which loss occurred:

Customer found water hose that had been left on.

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

Alicia M Jus
Signature

Submit:

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

RESOLUTION NO: 2020-04

A RESOLUTION OF THE CEDAR KEY WATER AND SEWER DISTRICT AMENDING RATES FOR WATER AND SEWER CHARGES; PROVIDING INSTRUCTIONS TO THE CODIFIER; AND ESTABLISHING 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, in order for the District to provide high-quality water and wastewater services, it is necessary that rates be charged for such services that are sufficient to meet all of the obligations of the District; and

WHEREAS, the District has an obligation to insure that sufficient revenues are generated to cover all existing and anticipated expenditures for the water and wastewater system; and

WHEREAS, outstanding revenue bonds of the District require establishment of proper and adequate rates and charges for both water and wastewater services in order to pay for necessary operation, maintenance, expansion and debt service requirements of the district, all of which are proper and equitable, and necessary to avoid such expense having to be paid from other revenue or tax sources; and,

WHEREAS, it is incumbent upon the District to collect rates in as equitable a manner as possible; and

WHEREAS, the District Board finds that rate increases adopted by this resolution are fair, equitable and necessary to carry out the responsibilities of the District.

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

Section 1. Water Rates.

Section 5.02 of the District Resolutions is hereby amended as follows:

5.02 Water Rates

Base Service Availability Charge:

Small User: \$26.00 ~~25.00~~

Large User: \$66.00

Plus the following usage charges:

Number of Gallons	Rate per 1,000 Gallons Used
0 to 3,000	<u>\$2.58</u> 2.50 (\$.00258/gallon)
3,001 to 6,000	<u>\$4.84</u> 4.70 (\$.00484/gallon)
6,001 to 9,000	<u>\$6.82</u> 6.62 (\$.00682/gallon)
9,001 and up	<u>\$8.83</u> 8.57 (\$.00883/gallon)

Section 2. Sewer Rates.

Section 5.03 of the District Resolutions is hereby amended as:

5.03 Sewer Rates.

Base Service Availability Charge:

Small User: \$25.00 ~~24.00~~

Large User: \$63.00

Plus the following usage charges:

Number of Gallons	Rate per 1,000 Gallons Used
0 to 3,000	<u>\$2.09</u> 2.03 (\$.00209/gallon)
3,001 to 6,000	<u>\$4.23</u> 4.11 (\$.00423/gallon)
6,001 to 9,000	<u>\$6.14</u> 5.96 (\$.00614/gallon)
9,001 and up	<u>\$8.04</u> 7.81 (\$.00804/gallon)

Section 3. Amendment and Codification.

In Sections 1 and 2 above, language underlined shall be added; language struck through shall be deleted. The changes in Sections 1 and 2 above shall be incorporated into the District's codified resolutions.

Section 4. Effective Date.

This Resolution shall take effect upon final adoption, with the newly adopted rates to be applied as of October 1, 2020.

On first reading passed by a vote of _____ to _____ on the 10th day of August, 2020.

On second reading passed by a vote of _____ to _____ on the 12th day of October, 2020.

CEDAR KEY WATER
AND SEWER DISTRICT

BY: _____
Stephen Rosenthal, Chairperson

ATTEST:

(SEAL)

Secretary



**Cedar Key Water and Sewer District
General Manager Report
October 12, 2020**

1. Water System

The GAC continues to work properly, now with the Miex off in accord with the pilot test protocol. The next set of samples will be taken and sent to the lab during the first week of October.

2. Wastewater System

After the beginning of the new budget year, we'll start working with CROM to begin the concrete repairs on the WWTP. There is also an issue with corroded pipes in the lift stations. We will be working with Tim Norman on options for funding this needed concrete and lift station work.

3. Cell Service

The latest word from Paul Rozeman is that we are back on Verizon's schedule and we should get the signed leases back soon with installation to take place in 2021.

4. Internet Service

In have attached a draft lease agreement with rent payments starting at \$150/month and escalating yearly by \$50 during the 5-year term of the lease. (23-31) This draft arose out of a meeting with Michael Johns and Steve Priessman.

Requested Action: Approve lease agreement with WiFiber.

5. Brazilian Pepper Experiment

The Division of Plant Industry at the Florida Department of Agriculture and Consumer Services would like to do an experiment with biological control of Brazilian Pepper. The experiment involves the release of certain insects (thrips) that eat pepper trees. The District WTP property is accessible and has many Brazilian Pepper trees which make it a good site for the experimental release of the insects. The Division would like the Board's approval to conduct this experiment.

Requested Action: Approve release of the insects at the WTP.

6. Covid-19

We continue to follow mask-wearing and separation protocols at the District office, with no symptoms or testing this past month.

WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") is made this _____ day of October, 2020, between Cedar Key Water and Sewer District, a special district chartered under the Laws of Florida, with its principal offices located at 510 3rd Street, Cedar Key, Florida, 32625, hereinafter designated LESSOR, and WiFiber Corp, Inc., a Florida Profit Corporation with its principal offices at 206 North Main Street, Chiefland, Florida, 32626, hereinafter designated LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties" or individually as the "Party".

WITNESSETH

In consideration of the mutual covenants contained herein and intending to be legally bound hereby, the Parties hereto agree as follows:

1. PREMISES. LESSOR hereby leases to the LESSEE a portion of space (the "Premises") on that certain water tower owned, leased or controlled by LESSOR (the "Tower") and located at 918 9th Street, Cedar Key, Florida, 32625. The Premises is depicted in Exhibit "A" attached hereto and made a part hereof. LESSOR hereby grants permission to LESSEE to install, maintain and operate upon the Tower the communications equipment, antennae and appurtenances described in Exhibit "B" attached hereto and made a part hereof.

2. TERM; RENT; TAXES.

- a. The effective date of this Agreement shall be October 1, 2020, and it shall have a term of five (5) years.
- b. Rental payments shall commence on the effective date and paid in equal monthly installments on the first day of the month, in advance, to LESSOR. The total annual rental shall be the following amounts over the term of this Lease:

Year 1: \$1,800 (Monthly: \$150)

Year 2: \$2,400 (Monthly \$200)

Year 3: \$3,000 (Monthly \$250)

Year 4: \$3,600 (Monthly \$300)

Year 5: \$4,200 (Monthly \$350)

c. LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to the Tower or any portion thereof imposed by any Government Entity.

3. TERMINATION. In addition to any other grounds set forth in this Agreement authorizing termination of the Agreement by a Party, either Party may terminate the Agreement without cause with ninety (90) days notice to the other party.

4. IMPROVEMENTS. During the Term, LESSEE shall have the right to replace the equipment, antennae and appurtenances set forth in Exhibit "B" attached hereto with similar and comparable equipment provided said replacement does not increase the loading of the Tower.

5. GOVERNMENTAL APPROVALS.

a. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any Federal, State or Local authorities. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Tower with respect to the proposed use thereof by LESSEE.

b. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR: (a) if any applications for such Government Approvals should be finally rejected; (b) if any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) if LESSEE determines any structural analysis is unsatisfactory; (e) if LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months' prior notice to LESSOR, upon the anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

6. INDEMNIFICATION.

- a. LESSEE shall indemnify and hold LESSOR harmless against any claim made by any third party of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of LESSEE, its employees, contractors or agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSOR, its officers, employees and agents.
- b. LESSOR shall indemnify and hold LESSEE harmless, to the extent allowed under Section 768.28 of the Florida Statutes, against any claim made by any third party of liability or loss from personal injury or property damage to the extent resulting from or arising out of the negligence or willful misconduct of LESSOR, its officers, employees, and agents, except to the extent such claims or damages may be due to or caused by the negligence or willful misconduct of LESSEE, or its employees, contractors or agents. Nothing herein shall not constitute a waiver of LESSOR's sovereign immunity under Section 768.28 of the Florida Statutes, or extend LESSOR's liability beyond the limits established in Section 768.28 of the Florida Statutes. Nothing contained herein shall be construed to be consent by LESSOR to be sued by third parties in any matter arising out of this Agreement.

7. INSURANCE.

- a. LESSEE will maintain at its own cost:
 - i. Commercial General Liability insurance with limits of \$1,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property;
 - ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 each accident for bodily injury and property damage; and
 - iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.
- b. LESSOR will maintain at its own cost commercial general liability insurance with limits of its liability under Section 768.28 of the Florida Statutes.

8. **LIMITATION OF LIABILITY.** Except for indemnification pursuant to Paragraph 5, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of

use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.

9. **ACCESS TO TOWER.** LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining LESSEE's equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.

10. TOWER COMPLIANCE.

- a. LESSOR covenants that it will keep the Tower in good repair as required by all Laws, and shall also comply with all rules and regulations enforced by any Federal, State or Local authorities with regard to the lighting, marking and painting of towers.
- b. LESSEE covenants not to use any materials in the installation of the antennae or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances.

11. INTERFERENCE.

- a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other tenants or users of the Tower will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.
- b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone or email to LESSEE at 352-490-5433, support@wifiber.network, or to LESSOR at 352-543-5285, john@ckwater.org, the interfering party shall, or shall require any other tenant or user to, reduce power or cease operations of the interfering equipment until the interference is cured.
- c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.

12. **REMOVAL AT END OF TERM.** Upon expiration or within ninety (90) days of any earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment

shall remain the personal property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 2.

13. HOLDOVER. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate until the removal of the communications equipment is completed.

14. INTEGRATION. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.

15. GOVERNING LAW. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of Florida.

16. ASSIGNMENT. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of the LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Tower is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.

17. NOTICES. All notices hereunder must be in writing, except for the notice required by Paragraph 11, and shall be deemed validly given if sent to following addresses:

LESSOR: Cedar Key Water and Sewer District
510 3rd Street
Cedar Key, Florida, 32625

LESSEE: WiFiber Corp
206 North Main Street
Chiefland, Florida, 32626

18. DEFAULT. It is a "Default" if: (a) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice (provided that such ninety (90) days can be extended by mutual agreement of the Parties); or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within five (5) days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice. The cure periods set forth in this Paragraph 17 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 10 of this Agreement.

19. REMEDIES. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of Florida.

20. ENVIRONMENTAL. LESSEE shall comply with all applicable law concerning environmental requirements for LESSEE's equipment.

IN WITNESS WHEREOF, the Parties hereto have set their hands and affixed their respective seals the day and year first above written.

LESSOR: Cedar Key Water and Sewer District

By: _____ Date: _____

Name: Stephen Rosenthal

Its: Chair

WITNESS

_____ Date: _____

Print Name

WITNESS

_____ Date: _____

Print Name

LESSEE: WiFiber Corp

By: _____ Date: _____

Name: Michael Johns

Its: President

WITNESS

_____ Date: _____

Print Name

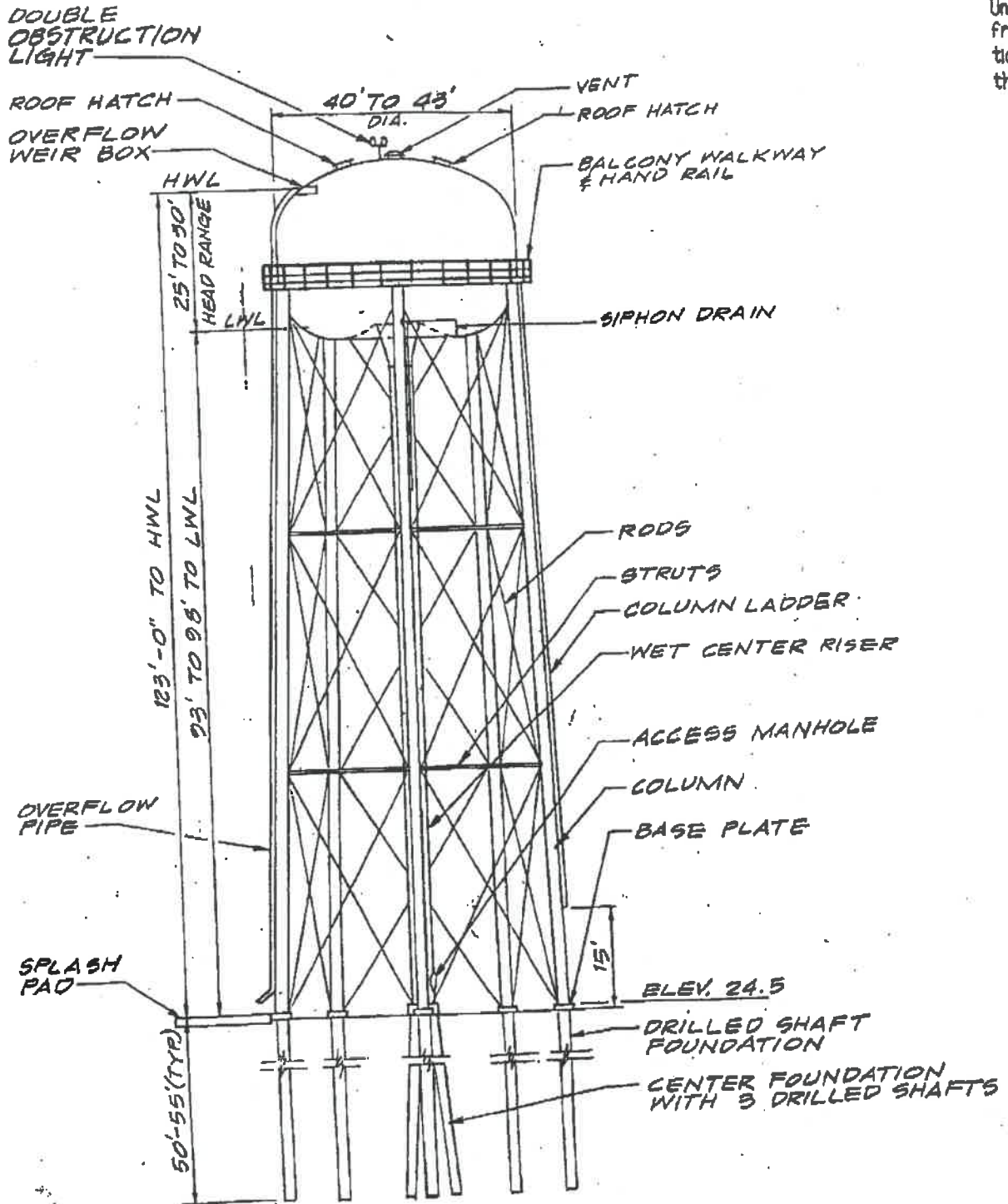
WITNESS

_____ Date: _____

Print Name:

EXHIBIT A

NOTES:
 Underground fac
 from available su
 tions must be cc
 the existence of



ELEVATION

PROPOSED ELEVATED STORAGE TANK BY
 OTHERS UNDER CONTRACT NO. 1 (FOR
 REFERENCE ONLY)

ELEVATED TANK AT 918 9TH STREET



EXHIBIT B

Description of LESSEE's Equipment

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