

**NOTICE AND AGENDA**  
**CEDAR KEY WATER & SEWER DISTRICT**  
**510 3<sup>RD</sup> STREET, CEDAR KEY, FL32625**

**REGULAR MEETING**  
**August 8, 2022**  
**5:00 P.M.**

1. Call to order
2. Pledge and Prayer
3. Public Comment
4. Adoption of Agenda
5. Approval of minutes of the July 11, 2022 Regular Meeting and July 26, 2022 Special Meeting.
6. Financial Reports: Balance Sheet; Budget Report; Tentative Budget; Checkbook Activity; Past Due Accounts Report; Employee Leave
7. Bill Adjustment Request
8. General Manager Report
9. Attorney Report
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 Regular Meeting  
Board of Commissioners  
July 11, 2022**

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

Other Presents: Evan Rosenthal, Alicia Johns, James McCain, Mandy Offerle, Frank Offerle, Sue Colson, Robert Beauchamp, Doris Hellerman, Steve Priessman, Alan Hart, and Freddie Donovan.

1. Meeting called to order at 5:00 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Adoption of the Agenda. **Motion** by Stephen Rosenthal to adopt Agenda. **Second** by Tabitha Lauer. Passed by a vote 5-0.
4. Approval of Minutes. **Motion** by Stephen Rosenthal to approve the minutes from June 20, 2022 meeting. **Second** by Leslie Sturmer. Passed by a vote of 5-0.
5. Alan Hart and Freddie Donovan from Baskerville-Donovan came at Dottie's request to talk about some of the things they have been doing to help the District get Grant funding to help get the District's lift stations repaired. Alan Hart and Freddie Donovan helped the District in getting a \$2.5 million grant that was put through the legislative and then signed in June by the Governor. Mr. Hart also told the District, that now that they have the money what needs to be done to start using the money as intended. Mr. Hart told the Board about the Florida Resiliency Grant he has been working on with Dottie and James. If the District is approved, it will provide \$160,000 to do a Vulnerability Assessment of the Sanitary Sewer System. **Motion** by Leslie Sturmer for Legal Counsel and GM to move forward with RFQ for Engineering firms on any continuing projects for the CKWSD. **Second** by Tabitha Lauer. Passed by a vote 5-0.
6. Financial Reports. Balance Sheet, Budget Report, Checkbook Activity, Past Due Accounts Report, Employee Leave reports were presented for review. Leslie ask James about some of the issues she was seeing on the P&L sheet for 730.02 Biosolids Hauling. James explained the reason for the high amount on that line in the budget. Leslie also wanted James to get with Ann to make sure the math was right for that account because she had back through past P&L sheets and it did not seem right to her. Evan Rosenthal advised the Board to put the Biosolids Hauling Contract out for bid to see if the District could get a cheaper bid for the service. **Motion** by Leslie Sturmer to put the Biosolids Hauling Contract out for bid. **Second** by Stephen Rosenthal. Passed by a vote 5-0. Stephen

ask about P&L 382 – Legislative Grants in the amount of \$67,000. James explained that the we have spent that money, but we have not been reimbursed for the money due to him still getting all the invoices needed to submit for reimbursement. Joe ask about P&L 610.02 MIEX Resin, noting that we spent \$ 41, 668.22 and we budgeted \$18,000. James explained that it came out of the \$67,000 and will be corrected once we get the reimbursement. The Board then ask why P&L 740.01 was so high and James explained that the CROM repairs were put on that line and that when Robert Beauchamp comes in October to start the Audit he will fix that line by adding the \$85,000 that was given by the City. **Motion** by Leslie Sturmer to accept the Financial Reports. **Second** by Stephen Rosenthal. Passed by a vote 5-0.

Robert Beauchamp came at the request of James McCain to help him explain the TRIM Project and Budget. Robert helped the Board understand what needed to be done to comply with the TRIM (Ad Valorem Tax). Robert explained how much the District would get if the Board voted to leave the Mileage Rate at the current 1.2 mils the District would get an increase of about \$26,000. Robert advised the Board to keep the 1.2 mils and to set up any additional meetings needed to comply with the TRIM package requirements. Robert also advised the Board to do a rate increase, to which the Board replied that the District does do a rate increase each year. James requested that the Board set a workshop or special meeting to go over the Budget. Leslie explained to James what is normally done during the Budget hearings and it was agreed to have a Special Meeting on July 25, 2022 at 5:00 pm, to work on the Budget. Robert let the Board know that they needed to vote on the Tentative Milage Rate before the August 4, 2022 due date. The Board discussed the dates for the Tentative and Final Budget meetings. James is going to get with Robert about the dates of School Board and County meetings because the Board cannot have their Tentative meeting on the same days as they do. **Motion** by Leslie Sturmer to accept the Tentative Milage Rate of 1.2 mils. **Second** by Joe Hand. Passed by a vote of 5-0.

**Motion** by Tabitha Lauer to approve Special Meeting for July 25, 2022 at 5:00 pm. **Second** by Joe Hand. Passed by a vote of 5-0.

7. Bill Adjustment Request. Alicia explained to the Board that Mr. Edson’s renter had some work done on the line that went to the washing machine and the plumber turned on a valve to a line that did not go to the line he was working on, which caused the high usage on the water bill. **Motion** by Stephen Rosenthal to accept the bill adjustment. **Second** by Joe Hand. Passed by a vote 5-0.
8. GM Report. James told the Board about him and Dottie attending the newly named Waccasassa Regional Water Supply. Joe ask about minutes from those meetings and James said that he had minutes and would email the Board so they could read them. Leslie ask about the Board getting set up with a similar system like the City uses so that the other Board members could listen to the meetings without participating. Tabitha said she would get with Robert Robinson and see if he could get the District the information on the City’s system so that the Board could get the same or similar system for future meetings.

James let the Board know that the next Waccasassa Regional Water System meeting will be on July 27, 2022 and it will be a virtual meeting starting at 4:00 pm. On August 8, 2022, the meeting will be held in the CKWSD Board Room from 2-3:00 pm. The Board discussed with Evan what would need to be done if more than one of the District's Board members wanted to attend either of the next meetings. The Board ask Alicia to send out the Zoom information to all the Board members so they may attend. Leslie would like the August 8, 2022 meeting to be published so that all Board members could be in attendance. James brought up not being comfortable with signing off on his time sheets or any time off. Dottie said that she would sign off on James time sheets and any time off requests he has. James brought up that Alicia and Ann work together in learning each other's jobs so that if one of them is away the other will know what to do. The Board and Alicia discussed her writing out Operating Procedures for the Billing incase she is out for any reason.

9. Attorney Report. Evan and the Board discussed whether they wanted to use a GM Contract with the current GM. It was brought up that during the Audit for last fiscal year that the District did not have a signed contract for then GM Chad Wisdom. James did not think it was a good idea to have a contract because he would still be doing the same job as before, just with a few added duties. Evan thought it was the best practice for the GM, but the Board did not have to have a contract if they did not think it was necessary. The Board did discuss why a GM contract was needed in the past, and discussed the two previous GM contracts. The Board decided to give James a pay raise of \$7 to make his hourly pay \$40 per hour for a 40-hour work week, plus all the benefits he currently has. **Motion** by Tabitha Lauer to give James McCain \$40 per hour plus all his current benefits and no retroactive pay. **Second** by Leslie Sturmer. Passed by a vote of 5-0. **Motion** by Tabitha Lauer to not have a GM Contract with James McCain. **Second** by Joe Hand. Passed by a vote of 3-2. Stephen and Leslie both voted no due to the Auditor frowning upon the District for not having a signed contract with Chad Wisdom last fiscal year.

Evan proposed that the District do an Annual or Biannual Sunshine Law and Public Record Request training session. The Board agreed and decided that since the Board was currently trying to get everything done for Budget and TRIM compliance that it would be good to do at the October meeting.

Evan let the Board know that he was going over the District's Policies and Laws. Evan let the Board know that at each meeting he would be discussing different aspect of each and he and the Board can decide if anything needs to be added or taken out.

Evan also discussed with the Board what the District is required to do if it were to purchase, sell, lease, or convey any property be it personal or real. Evan and the Board discussed doing a Charter amendment, which would require any changes to be put before the Legislature. The Board, GM, and Evan discussed what it would take to go through the Legislature to change things in the District's Charter. The Board advised Evan to keep going through the Charter and making notes on which things he thinks the Board should evaluate for change or removal. Stephen proposed putting together a Charter Committee to review the District's Charter and come back to the Board with anything the Committee

thought should be removed or changed. Dottie proposed that each of the Board members go through the Charter and make notes on the things they would like changed or removed.

Evan gave the Board a signed copy of his Legal Counsel Contract to be put on file.

10. Commissioner Comments. Leslie ask that the GM bring back to the Board for the next meeting what the next steps will be for the CROM project at the Sewer Plant so it can be discussed for the Budget. Stephen mentioned getting a generator for the Sewer Plant and the cost to do so. Joe ask Alan from Baskerville-Donovan about the House Bill 53, but he was not aware of how far Bill got with the Bill. James let the Board know that Bill was working with Mittauer on that Bill, but he himself had not heard anything from Mittauer about that.
11. Public Input. No Public Input.
12. Adjournment: There being no more business to conduct, the meeting was adjourned at 7:55 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  
P.O. BOX 309/510 THIRD STREET  
CEDAR KEY, FL 32625**

**Minutes of Special Meeting  
Board of Commissioners  
July 26, 2022**

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

Other Presents: Alicia Johns, James McCain, Sue Colson, Evan Rosenthal (by phone).

1. Meeting called to order at 5:00 p.m. by Dottie Haldeman, Chair.
2. Pledge and Prayer.
3. Public Input. No Public Input.
4. Adoption of the Agenda. Stephen ask why Public Input was at the beginning and end of the of the Agenda. Evan explained that by having the Public Input in the beginning gave the public a chance to make comments or ask questions about what was on the Agenda. **Motion** by Leslie Sturmer to adopt Agenda. **Second** by Joe Hand. Passed by a vote 5-0.
5. Tentative Budget. The Board, GM, and Alicia discussed many aspects of the Budget. The Board discussed the water and sewer rates and if the Board should raise both sets of base rates by \$1 and if the overall rates should be raised 3% or 5%. **Motion** by Leslie Sturmer to raise the Water and Sewer Base Rates for Small and Large Users by \$1 and the overall Water and Sewer Rates by 5%. **Second** by Tabitha Lauer. Passed by a vote 4-1. Stephen Rosenthal voted No. The Board and GM then went through the 5% Tentative Budget line by line and discussed any changes that need to be made to each line. The Board ask that the Water and Sewer Revenues be updated to reflect the new rates. The Board ask for clarification on line 340 and 370, as to how those numbers were figured. The Board ask that line item 640.06 – Water Plant Maintenance be added to the budget for much needed Water Plant repairs. The Board ask that a dollar amount be added to 560.02 – Election Expenses and 660.01 – Professional Fees. James and the Board talked about the need for a new work truck that was put into the Tentative Budget. James informed the Board that per Robert Beauchamp, the Board my want to finance a new truck instead of paying for a new truck all at once. The Board ask why there was no dollar amount in 680.06 – RD-Water System Principal and for James to get with Ann and Robert to find out why. James and the Board discussed the Biosolids. James let the Board know that Evan was working on the specifications for the Biosolid Bids. Leslie ask James to get with CROM and get the dollar amount for the next phase so it can be put into the budget. The Board ask that \$60,000 to be put into 740.03 and that \$10,000 be put into 740.04 and that the name of that line item be changed from Generator Annual Maintenance to Generator Repair. Stephen expressed his

expressed his concerns about the Generator for the Sewer Plant. He is concerned that repairing the current generator will eventually not be enough. Leslie brought up looking to see if there were any grants that the District could look at to get a new generator. The Board ask that a new line item be put in the Budget for the \$2.5 million Legislative Grant for the District's Lift Stations. The Tentative Budget Meeting is set for September 7, 2022 and the Final Budget Meeting and Regular Board Meeting is set for September 19, 2022.

6. Commissioner Comments. No Commissioner Comments.
7. Public Input. No Public Input
7. Adjournment: There being no more business to conduct, the meeting was adjourned at 7:00 pm.

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Dottie Haldeman, Chairperson

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Leslie Sturmer, Commissioner &  
Secretary of the Board



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

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
<b>Ordinary Income/Expense</b>				
<b>Income</b>				
<b>300 - Income</b>				
305 - Water Revenue	419,015.83	487,200.00	-68,184.17	86.01%
310 - Sewer Revenues	351,937.63	407,400.00	-55,462.37	86.39%
315 - Ad Valorem Tax				
315.100 · Ad Valorem	229,399.19	235,800.00	-6,400.81	97.29%
<b>Total 315 - Ad Valorem Tax</b>	<b>229,399.19</b>	<b>235,800.00</b>	<b>-6,400.81</b>	<b>97.29%</b>
320 - City Solid Waste Billing	264.81			
325 · Penalties	2,868.14	2,500.00	368.14	114.73%
330 - Earned Interest	17.23	20.00	-2.77	86.15%
331.100 · Proceeds from the City of CK	85,000.00			
335 · New Meter Charges	4,200.00	2,000.00	2,200.00	210.0%
340 - Rent for Water & Sewer Di				
341 City	1,136.36			
340 · 340-100 Cedar Key Dist.	21,752.32			
340 - Rent for Water & Sewer Di - Other	2,753.88	15,050.00	-12,296.12	18.3%
<b>Total 340 - Rent for Water &amp; Sewer Di</b>	<b>25,642.56</b>	<b>15,050.00</b>	<b>10,592.56</b>	<b>170.38%</b>
350 - Misc Income	10,153.74	7,500.00	2,653.74	135.38%
360 · Carry Forward	0.00	40,000.00	-40,000.00	0.0%
365. Meter Installation Fee	900.00	1,000.00	-100.00	90.0%
366 · Recovery of Bad Debt	0.00	0.00	0.00	0.0%
382 - Grant - Legislative 2016	0.00	67,000.00	-67,000.00	0.0%
<b>Total 300 - Income</b>	<b>1,129,399.13</b>	<b>1,265,470.00</b>	<b>-136,070.87</b>	<b>89.25%</b>
<b>Other Sources Of Income</b>				
370 · Capital Facilities Charges	8,500.00			
333 · Other Miscellaneous	395.00			
<b>Total Other Sources Of Income</b>	<b>8,895.00</b>			
390 · Security Deposit				
390.01 · Security Deposit	100.00			
<b>Total 390 · Security Deposit</b>	<b>100.00</b>			
<b>Total Income</b>	<b>1,138,394.13</b>	<b>1,265,470.00</b>	<b>-127,075.87</b>	<b>89.96%</b>
<b>Gross Profit</b>	<b>1,138,394.13</b>	<b>1,265,470.00</b>	<b>-127,075.87</b>	<b>89.96%</b>
<b>Expense</b>				
<b>500 · GENERAL AND ADMINISTRATIVE</b>				
510 · Payroll				
510.01 · Salaries	293,762.28	359,000.00	-65,237.72	81.83%
510.02 · Social Security/Medicare	22,432.06	32,000.00	-9,567.94	70.1%
510.03 · Retirement	28,281.77	42,000.00	-13,718.23	67.34%
510.04 · Health, Dental & Life Ins	54,173.12	59,000.00	-4,826.88	91.82%
510.05 · Workers Comp.	6,293.23	6,000.00	293.23	104.89%
<b>Total 510 · Payroll</b>	<b>404,942.46</b>	<b>498,000.00</b>	<b>-93,057.54</b>	<b>81.31%</b>
520 · Office				
520.01 · Supplies	1,662.88	3,000.00	-1,337.12	55.43%

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

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
520.02 · Postage & Shipping	5,014.27	5,200.00	-185.73	96.43%
520.03 · Copier, Computer, Billing, Etc.	2,780.42	5,000.00	-2,219.58	55.61%
520.04 · Printing and Copying	1,001.50	1,500.00	-498.50	66.77%
520.05 · Web Portal/E-Billing	0.00	0.00	0.00	0.0%
<b>Total 520 · Office</b>	<b>10,459.07</b>	<b>14,700.00</b>	<b>-4,240.93</b>	<b>71.15%</b>
<b>530 · Utilities</b>				
530.01 · Fuel For Equipment	11,200.62	7,500.00	3,700.62	149.34%
530.02 · Solid Waste Disposal	1,116.00	2,500.00	-1,384.00	44.64%
530.03 · Telephone	8,214.26	10,000.00	-1,785.74	82.14%
530 · Utilities - Other	0.00	0.00	0.00	0.0%
<b>Total 530 · Utilities</b>	<b>20,530.88</b>	<b>20,000.00</b>	<b>530.88</b>	<b>102.65%</b>
<b>540 · Professional Fees</b>				
540.01 · Audit & Accounting	20,350.00	20,000.00	350.00	101.75%
540.02 · Management/Legal	13,500.00	21,000.00	-7,500.00	64.29%
540.03 · Property Appraiser's Fee	5,939.72	7,200.00	-1,260.28	82.5%
540.05 · Tax Collector Fees	4,863.44	6,000.00	-1,136.56	81.06%
540.04 · Water/Wastewater Operator	0.00	500.00	-500.00	0.0%
<b>Total 540 · Professional Fees</b>	<b>44,653.16</b>	<b>54,700.00</b>	<b>-10,046.84</b>	<b>81.63%</b>
<b>550 - General Repair &amp; Maint</b>				
550.01 · Vehicle	2,849.00	28,000.00	-25,151.00	10.18%
550.02 · Equipment and Tools	4,365.88	7,500.00	-3,134.12	58.21%
550.03 · Building	416.05	2,500.00	-2,083.95	16.64%
550.04 · Supplies	1,006.51	1,000.00	6.51	100.65%
550.05 · New Tools	0.00	1,000.00	-1,000.00	0.0%
<b>Total 550 - General Repair &amp; Maint</b>	<b>8,637.44</b>	<b>40,000.00</b>	<b>-31,362.56</b>	<b>21.59%</b>
<b>560 · Other</b>				
560.01 · Property/Liability Ins.	49,250.00	50,000.00	-750.00	98.5%
560.02 · Election Expenses	2,018.64	3,000.00	-981.36	67.29%
560.03 · Continuing Education	71.92	1,500.00	-1,428.08	4.8%
560.04 · Annual Fees & Dues	9,311.05	5,000.00	4,311.05	186.22%
560.05 · Ads and Publications	54.68	750.00	-695.32	7.29%
560.06 · Miscellaneous	857.44	1,000.00	-142.56	85.74%
560.07 · Contingency	35.98	3,460.00	-3,424.02	1.04%
<b>Total 560 · Other</b>	<b>61,599.71</b>	<b>64,710.00</b>	<b>-3,110.29</b>	<b>95.19%</b>
<b>Total 500 · GENERAL AND ADMINISTRATIVE</b>	<b>550,822.72</b>	<b>692,110.00</b>	<b>-141,287.28</b>	<b>79.59%</b>
<b>600 · DIRECT WATER EXPENSES</b>				
<b>610 · Chemicals and Filters</b>				
610.01 · Chemicals	70,191.40	80,000.00	-9,808.60	87.74%
610.02 · Miex Resin	41,668.22	18,000.00	23,668.22	231.49%
<b>Total 610 · Chemicals and Filters</b>	<b>111,859.62</b>	<b>98,000.00</b>	<b>13,859.62</b>	<b>114.14%</b>
<b>620 - Laboratory</b>				
620.01 · In House Lab	2,188.17	5,000.00	-2,811.83	43.76%
620.02 · Outside Lab	3,312.50	9,000.00	-5,687.50	36.81%
<b>Total 620 - Laboratory</b>	<b>5,500.67</b>	<b>14,000.00</b>	<b>-8,499.33</b>	<b>39.29%</b>

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

	Oct '21 - Jul 22	Budget	\$ Over Budget	% of Budget
<b>630 - Regulatory</b>				
630.01 · Permits	0.00	1,000.00	-1,000.00	0.0%
<b>Total 630 - Regulatory</b>	0.00	1,000.00	-1,000.00	0.0%
<b>640 · Repairs and Maintenance</b>				
640.01 · Piping and Distribution	16,310.13	15,000.00	1,310.13	108.73%
640.02 · Equipment	9,419.11	20,000.00	-10,580.89	47.1%
640.03 · Building & Grounds	5,761.69	2,000.00	3,761.69	288.09%
640.04 · Water Tower Maintenance	16,673.00	16,000.00	673.00	104.21%
640.05 · Generators Annual Maintenance	2,230.48	2,250.00	-19.52	99.13%
<b>Total 640 · Repairs and Maintenance</b>	50,394.41	55,250.00	-4,855.59	91.21%
<b>650 · Utilities</b>				
650.01 · Electric	18,809.76	21,000.00	-2,190.24	89.57%
650.02 · Propane	817.32	700.00	117.32	116.76%
650.03 · Telephone	1,878.20	3,000.00	-1,121.80	62.61%
<b>Total 650 · Utilities</b>	21,505.28	24,700.00	-3,194.72	87.07%
<b>660 · Other</b>				
660.01 · Professional Fees	70.00	5,000.00	-4,930.00	1.4%
660.20 · Contingency	0.00	3,500.00	-3,500.00	0.0%
<b>Total 660 · Other</b>	70.00	8,500.00	-8,430.00	0.82%
<b>670 · Capital Expenditures</b>				
670.02 Water Plant Construction	1,425.00	67,000.00	-65,575.00	2.13%
<b>Total 670 · Capital Expenditures</b>	1,425.00	67,000.00	-65,575.00	2.13%
<b>680 · Loans</b>				
680.05 · RD - Water System Interest	0.00	30,058.00	-30,058.00	0.0%
680.06 · RD-Water System Principal	0.00	18,000.00	-18,000.00	0.0%
<b>Total 680 · Loans</b>	0.00	48,058.00	-48,058.00	0.0%
<b>Total 600 · DIRECT WATER EXPENSES</b>	190,754.98	316,508.00	-125,753.02	60.27%
<b>700 · DIRECT WASTEWATER EXPENSES</b>				
<b>710 · Chemicals and Filters</b>				
710.01 · Chemicals	19,079.59	30,000.00	-10,920.41	63.6%
<b>Total 710 · Chemicals and Filters</b>	19,079.59	30,000.00	-10,920.41	63.6%
<b>720 · Laboratory</b>				
720.01 · In House Lab	152.66	3,000.00	-2,847.34	5.09%
720.02 · Outside Lab	11,252.88	15,000.00	-3,747.12	75.02%
<b>Total 720 · Laboratory</b>	11,405.54	18,000.00	-6,594.46	63.36%
<b>730 · Regulatory</b>				
730.01 · Permits	200.00	2,000.00	-1,800.00	10.0%
730.02 · Biosolids Hauling	71,660.00	60,000.00	11,660.00	119.43%
<b>Total 730 · Regulatory</b>	71,860.00	62,000.00	9,860.00	115.9%
<b>740 · Repairs Maintenance Other</b>				
740.01 · Piping & Distribution	92,345.45	7,500.00	84,845.45	1,231.27%
740.02 · Equipment	10,240.62	14,350.00	-4,109.38	71.36%
740.03 · Building and Grounds	29,799.76	85,000.00	-55,200.24	35.06%
740.04 · Generator-Annual Maintenance	0.00	1,500.00	-1,500.00	0.0%

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

	<b>Oct '21 - Jul 22</b>	<b>Budget</b>	<b>\$ Over Budget</b>	<b>% of Budget</b>
<b>Total 740 · Repairs Maintenance Other</b>	132,385.83	108,350.00	24,035.83	122.18%
<b>750 · Utilities</b>				
<b>750.01 · Electric</b>	22,954.52	29,002.00	-6,047.48	79.15%
<b>750.02 · Propane</b>	1,304.80	1,000.00	304.80	130.48%
<b>Total 750 · Utilities</b>	24,259.32	30,002.00	-5,742.68	80.86%
<b>760 · Other</b>				
<b>760.01 · Professional Fees -WWTP Permit</b>	1,612.00	5,000.00	-3,388.00	32.24%
<b>760.02 · Contingency</b>	0.00	3,500.00	-3,500.00	0.0%
<b>Total 760 · Other</b>	1,612.00	8,500.00	-6,888.00	18.97%
<b>770 · Capital Expenditures</b>				
<b>770.01 · Bridge 1,2,3 Drills</b>	0.00	0.00	0.00	0.0%
<b>Total 770 · Capital Expenditures</b>	0.00	0.00	0.00	0.0%
<b>Total 700 · DIRECT WASTEWATER EXPENSES</b>	260,602.28	256,852.00	3,750.28	101.46%
<b>6560 · Payroll Expenses</b>	0.00			
<b>Total Expense</b>	1,002,179.98	1,265,470.00	-263,290.02	79.19%
<b>Net Ordinary Income</b>	136,214.15	0.00	136,214.15	100.0%
<b>Net Income</b>	<b>136,214.15</b>	<b>0.00</b>	<b>136,214.15</b>	<b>100.0%</b>

# Cedar Key Water & Sewer District Monthly Checkbook Activity

As of July 31, 2022

Date	Num	Name	Memo	Amount
<b>Unrestricted Cash Funds</b>				
<b>100 - Operating Account</b>				
07/01/2022	30954	Doty, Gabriel T	Pay Check	-579.98
07/01/2022	30959	Johns, Alicia M.	Pay Check	-491.05
07/01/2022	30968	McCain, James E.	Pay Check	-1,279.30
07/01/2022	30969	Quinn, William M.	Pay Check	-783.98
07/01/2022	30970	Richburg, Margaret A.	Pay Check	-637.89
07/01/2022	Bankdraft	EFTPS	59-1156008	-1,182.50
07/01/2022		Deposit	Deposit	327.72
07/01/2022		Deposit	Deposit	178.79
07/01/2022		Deposit	Deposit	433.20
07/01/2022		Deposit		1,141.88
07/01/2022		Deposit	Deposit	936.36
07/02/2022		Deposit	Deposit	80.00
07/04/2022		Deposit	James Fleming Shut off valve was	312.67
07/04/2022		Deposit	Repair Pump unit 16390 Egret's La	112.50
07/05/2022		Deposit	Deposit	58.34
07/06/2022		Deposit	Deposit	122.80
07/06/2022		Deposit	Deposit	122.80
07/07/2022	30971	Quinn, William M.	Pay Check	-1,085.84
07/07/2022		Deposit	Deposit	142.66
07/08/2022	30972	Doty, Gabriel T	Pay Check	-662.18
07/08/2022	30975	Johns, Alicia M.	Pay Check	-491.05
07/08/2022	30976	McCain, James E.	Pay Check	-881.20
07/08/2022	30977	Richburg, Margaret A.	Pay Check	-637.91
07/08/2022	30978	Haldeman, Hattie B.	Pay Check	-369.40
07/08/2022	30974	Hand, Joseph G.	Pay Check	-369.40
07/08/2022	30979	Lauer, Tabitha	Pay Check	-369.40
07/08/2022	30981	Rosenthal, Stephen B.	Pay Check	-369.40
07/08/2022	30982	Sturmer, Leslie N.	Pay Check	-369.40
07/08/2022	30983	Florida Department Of Revenue	Certiricate NO: 48-8012445825-3	-163.20
07/08/2022		Deposit	Deposit	62.75
07/08/2022		Deposit	Deposit	117.18
07/11/2022		Deposit	Deposit	14,249.11
07/11/2022		Deposit	Deposit	117.32
07/12/2022		Deposit	Deposit	322.09
07/12/2022		Deposit	Deposit	1,243.81
07/12/2022		Re-Fund	from Aflac	287.61
07/12/2022		Deposit	Deposit	200.00
07/12/2022		Deposit	REfund Ferguson	1,190.93
07/13/2022	30984	Margaret Ann Richburg	07/13/022 Mileage to Ocala Lab	-84.68
07/13/2022	Bankdraft	Wex Bank Marathon Fleet	Invoice No: 7560-00-129850-4 82	-1,292.23
07/13/2022	Bankdraft	City Of Cedar Key	Solid Waste Disposal	-134.43
07/13/2022	30985	A-Able Septic-Sewer Service, Inc.	Invoice No:54934 07/06/22	-4,300.00
07/13/2022	30986	Aqua Pure Water & Sewerage Service , L	Invoice No:85650 06/22	-656.00

# Cedar Key Water & Sewer District Monthly Checkbook Activity

As of July 31, 2022

Date	Num	Name	Memo	Amount
07/13/2022	30987	AT & T # 2	352-543-6405 937 1988	-108.00
07/13/2022	30988	AT&T # 1		-579.45
07/13/2022	30989	Central FL Electric	Electric Bills 06/2022	-5,116.80
07/13/2022	30990	City Of Cedar Key	ELECTION 2022	-1,456.21
07/13/2022	30991	Custom Pump & Control	Invoice No:50055 JULY 08, 2022	-392.98
07/13/2022	30992	Ellis Automated Corporation	Invoice No: 30	-791.78
07/13/2022	30993	Gator Works Computing	Invoice NO: 22-24938 JUNE/22	-181.00
07/13/2022	30994	Hawkins, Inc.d/b/a Dumont	Invoice NO: 6229190,6229191	-5,538.60
07/13/2022	30995	John K. McPherson. P.A.	Management, Invoice No: 51 6/2	-1,500.00
07/13/2022	30996	Marina Hardware At Cedar Key, Inc.	220 6/2022	-370.30
07/13/2022	30997	NAPA Gulf Coast Parts, LLC	Acct #1999	-143.75
07/13/2022	30998	Print Shop	Invoice No:76225	-562.43
07/13/2022	30999	Quill Corporation	Invoice # 25962915	-174.90
07/13/2022	31000	SUNSHINE STATE ON CALL OF FL, INC	Invoice No: CK1576	-115.05
07/13/2022	31001	Tri-County Saw Shop	Invoice No: 75863	-65.98
07/13/2022	31002	Utility Service Co., Inc.	Invoice No: 562296 July 2022	-3,999.50
07/13/2022	31003	Verizon # 2	Invoice NoAcct.9909587598 6/202	-108.19
07/13/2022	31004	Verizon Wireless # 1	Invoice No: Acct. 9909536746	-96.86
07/13/2022	31005	VISA		-230.12
07/14/2022	31007	Doty, Gabriel T	Pay Check	-785.48
07/14/2022	31008	Richburg, Margaret A.	Pay Check	-637.89
07/14/2022	31009	AVANTI COMPANY, INC., (THE)	PROGRAMMED FOR FINISHED F	-1,725.00
07/14/2022		Deposit	Deposit	142.97
07/15/2022	31010	Johns, Alicia M.	Pay Check	-491.05
07/15/2022	31011	McCain, James E.	Pay Check	-1,296.82
07/15/2022	31012	Quinn, William M.	Pay Check	-688.98
07/15/2022	Bankdraft	EFTPS	59-1156008	-1,206.04
07/15/2022		Deposit	Deposit	353.00
07/16/2022		Deposit	Deposit	114.49
07/18/2022		Deposit	Deposit	16,486.17
07/19/2022		Deposit	Deposit	191.30
07/20/2022		Deposit	Deposit	115.89
07/21/2022	31014	McCain, James E.	Pay Check	-1,561.29
07/21/2022	31015	Pittman {manager}, William H.	Final Pay Check for June 20, 2022	-248.60
07/22/2022	31013	Johns, Alicia M.	Pay Check	-491.04
07/22/2022	31016	Doty, Gabriel T	Pay Check	-716.97
07/22/2022	31017	Quinn, William M.	Pay Check	-783.99
07/22/2022	31018	Richburg, Margaret A.	Pay Check	-637.89
07/22/2022	Bankdraft	EFTPS	59-1156008	-1,398.04
07/25/2022		Deposit	Deposit	173.87
07/26/2022		Deposit	Deposit	132.94
07/27/2022		Deposit	Deposit	55.15
07/27/2022		Deposit	Deposit	12,359.11
07/28/2022	31019	Doty, Gabriel T	Pay Check	-846.11
07/28/2022		Deposit	Deposit	27,586.73

## Cedar Key Water & Sewer District Monthly Checkbook Activity

As of July 31, 2022

Date	Num	Name	Memo	Amount
07/28/2022		Deposit	Deposit	56.63
07/29/2022	31020	Johns, Alicia M.	Pay Check	-546.38
07/29/2022	31021	McCain, James E.	Pay Check	-1,104.18
07/29/2022	31022	Quinn, William M.	Pay Check	-783.99
07/29/2022	31023	Richburg, Margaret A.	Pay Check	-637.89
07/29/2022	Bankdraft	EFTPS	59-1156008	-1,230.10
07/29/2022	31024	US Postmaster	794 pc @ .44 ea = \$ 349.36	-349.36
07/29/2022		Deposit	Deposit	319.02
07/29/2022		Deposit	Deposit	392.52
Total 100 - Operating Account				<u>23,350.90</u>
Total Unrestricted Cash Funds				<u>23,350.90</u>
<b>TOTAL</b>				<u><b>23,350.90</b></u>





**Cedar Key Water & Sewer District**  
**Balance Sheet**  
As of July 31, 2022  
Jul 31, 22

**ASSETS**

**Current Assets**

**Checking/Savings**

**Unrestricted Cash Funds**

100 - Operating Account	76,271.13
102 Petty Cash	175.00
113.3 Unrestricted Savings	80,014.76

**Total Unrestricted Cash Funds** 156,460.89

**Restricted Cash Funds**

103.1 Security Deposit	14,201.02
114.00 RD Payment	49,357.50
114.02 RD RESERVE ACCOUNT	44,168.00

**Total Restricted Cash Funds** 107,726.52

**Total Checking/Savings** 264,187.41

**Other Current Assets**

134 - Accounts Receivable	96,279.95
135 - Allowance for A/R	-9,700.00
160 - Inventory & Materials	56,809.57

**Total Other Current Assets** 143,389.52

**Total Current Assets** 407,576.93

**Fixed Assets**

301 - Land	125,195.95
302 - Other Improvements	2,504,213.86
304 - Plant and Equipment	7,888,890.37
306 - Other Equipment	103,095.34
307 - Sewer Machinery	130,629.33
308 - Computer S/W	11,313.24
309 - Vehicles	125,128.96
311 - Less Accum Depreciation	-6,083,417.26

**Total Fixed Assets** 4,805,049.79

**Other Assets**

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

**Total 311 - Construction in Progress** 166,250.00

**Total Other Assets** 166,391.19

**TOTAL ASSETS** 5,379,017.91

**LIABILITIES & EQUITY**

**Liabilities**

**Current Liabilities**

**Other Current Liabilities**

485 - Note Payable -RD - Current	19,000.00
403- Emplo Ret Con Payabale	730.20
407-01 SS Tax Payable	1,046.74

**Cedar Key Water & Sewer District**  
**Balance Sheet**  
As of July 31, 2022

Jul 31, 22

411 - Unearned Revenues	9,222.29
450 - Fed. Income Taxes Payable	1,385.08
482 - Accrued Int Pay	2,349.00
483 - Accrued Compensated Absences	20,193.00
484 -Customer Deposits Payable	14,101.02
<b>Total Other Current Liabilities</b>	<b>68,027.33</b>
<b>Total Current Liabilities</b>	<b>68,027.33</b>
<b>Long Term Liabilities</b>	
460 - N/P-Rural Development	1,056,000.00
500 - Accrd Compen Absences-LT	9,379.00
<b>Total Long Term Liabilities</b>	<b>1,065,379.00</b>
<b>Total Liabilities</b>	<b>1,133,406.33</b>
<b>Equity</b>	
598 - Restricted for Debt Service	37,990.50
3900 - Retained Earnings	180,111.27
599 - Investment in Capital Assets -	3,891,295.66
Net Income	136,214.15
<b>Total Equity</b>	<b>4,245,611.58</b>
<b>TOTAL LIABILITIES &amp; EQUITY</b>	<b>5,379,017.91</b>

# Cedar Key Water & Sewer District

## 2022 - 2023

### Budget Worksheet

Ordinary Income/Expense	For the Year		For the 9 Months		Proposed Budget 2022-2023	Comments
	Ending Oct '19 - Sep 20	Ending Oct '20 - Sep 21	Ending Oct '21 - Jun 22	Ending Oct '21 - Jun 22		

Income	467,203.95	500,308.73	377,522.56	526,000.00	With 5% increase
<b>300 - Income</b>					
305 - Water Revenue			377,522.56	526,000.00	With 5% increase
310 - Sewer Revenues	389,406.57	414,335.40	318,030.92	435,000.00	With 5% increase
315 - Ad Valorem Tax					
315.100 - Ad Valorem	197,100.65	217,031.20	229,399.19	262,275.00	Reflect 1.2 mills
315 - Ad Valorem Tax - Other	9,955.60	0.00	0.00		
Total 315 - Ad Valorem Tax	207,056.25	217,031.20	229,399.19	262,275.00	
320 - City Solid Waste Billing	0.00	0.00	-72.62	0.00	
325 - Penalties	1,596.77	1,880.00	2,530.00	2,958.00	
330 - Earned Interest	9.27	17.75	7.63	20.00	
331.100 - Proceeds from the City of CK	0.00	0.00	85,000.00	0.00	
335 - New Meter Charges	1,000.00	1,500.00	4,200.00	5,600.00	
340 - Rent for Water & Sewer Di					
341 City	0.00	0.00	568.18		
340 - 340-100 Cedar Key Dist.	0.00	0.00	20,981.14	27,974.00	
340 - Rent for Water & Sewer Di - Other	11,289.84	8,660.00	1,612.00	2,149.00	
Total 340 - Rent for Water & Sewer Di	11,289.84	8,660.00	23,161.32	30,123.00	
350 - Misc Income	8,293.67	16,013.65	9,406.48	12,500.00	
365. Meter Installation Fee	480.00	1,020.00	900.00	1,200.00	
382 - Grant - Legislative 2016	145,902.20	90,014.79	0.00	0.00	
Total 300 - Income	1,232,238.52	1,250,781.52	1,050,085.48	1,275,676.00	
Other Sources Of Income					
370 - Capital Facilities Charges	0.00	0.00	8,500.00	11,300.00	
333 - Other Miscellaneous	0.00	0.00	395.00	530.00	
364 - Gain on Sale of Equipment	10,150.00	1,000.00	0.00	0.00	
Total Other Sources Of Income	10,150.00	1,000.00	8,895.00	11,830.00	
390 - Security Deposit					
390.01 - Security Deposit	0.00	0.00	100.00	0.00	
Total 390 - Security Deposit	0.00	0.00	100.00	0.00	

Cedar Key Water & Sewer District

2022 - 2023

Budget Worksheet

For the 9

For the Year  
Ending Oct '19  
- Sep 20

For the Year  
Ending Oct  
'20 - Sep 21

Months  
Ending Oct  
'21 - Jun 22

Proposed  
Budget 2022-  
2023

Comments

	For the Year Ending Oct '19 - Sep 20	For the Year Ending Oct '20 - Sep 21	Months Ending Oct '21 - Jun 22	Proposed Budget 2022- 2023	Comments
Total Income	1,242,388.52	1,251,781.52	1,059,080.48	1,287,506.00	
Gross Profit	1,242,388.52	1,251,781.52	1,059,080.48	1,287,506.00	
Expense					
500 · GENERAL AND ADMINISTRATIVE					
510 · Payroll					
510.01 · Salaries	260,858.32	313,228.25	265,943.34	304,048.00	Reflect 3% raises
510.02 · Social Security/Medicare	19,308.64	23,277.27	20,350.35	23,259.68	Adjusted
510.03 · Retirement	29,136.88	34,713.99	28,281.77	30,405.00	Adjusted
510.04 · Health, Dental & Life Ins	54,673.86	65,436.10	53,872.57	79,613.32	Adjusted
510.05 · Workers Comp.	6,299.97	5,733.11	6,293.23	8,400.00	
510.06 · Compensated Absence Expense	-313.00	5,737.00	0.00	0.00	
Total 510 · Payroll	369,964.67	448,125.72	374,741.26	445,726.00	
520 · Office					
520.01 · Supplies	1,953.13	2,162.94	1,487.98	2,000.00	
520.02 · Postage & Shipping	5,481.15	6,163.32	4,664.91	6,220.00	
520.03 · Copier, Computer, Billing, Etc.	5,336.70	3,808.88	2,599.42	3,465.00	
520.04 · Printing and Copying	669.90	1,384.20	1,001.50	1,335.00	
520.08 · Bad Debt Expense	-7,850.00	0.00	0.00		
Total 520 · Office	5,590.88	13,519.34	9,753.81	13,020.00	
530 · Utilities					
530.01 · Fuel For Equipment	6,237.37	8,180.80	9,908.39	13,200.00	
530.02 · Solid Waste Disposal	1,694.28	2,072.97	847.14	1,130.00	
530.03 · Telephone	10,219.95	10,812.15	7,429.76	10,000.00	
Total 530 · Utilities	18,151.60	21,065.92	18,185.29	24,330.00	
540 · Professional Fees					
540.01 · Audit & Accounting	20,050.00	19,905.00	20,350.00	22,200.00	
540.02 · Management/Legal	60,000.00	35,500.00	12,000.00	30,000.00	
540.03 · Property Appraiser's Fee	6,348.10	6,646.11	5,939.72	7,000.00	
540.05 · Tax Collector Fees	4,740.10	4,925.51	4,863.44	5,200.00	
540.04. Water/Wastewater Operator	8,086.75	200.00	0.00		

**Cedar Key Water & Sewer District**

**2022 - 2023**

**Budget Worksheet**

For the 9 Months Ending Oct '19 - Sep 20 For the Year Ending Oct '20 - Sep 21 For the 9 Months Ending Oct '21 - Jun 22 Proposed Budget 2022-2023

Comments

	For the Year Ending Oct '19 - Sep 20	For the Year Ending Oct '20 - Sep 21	For the 9 Months Ending Oct '21 - Jun 22	Proposed Budget 2022- 2023	Comments
Total 540 · Professional Fees	99,224.95	67,176.62	43,153.16	64,400.00	
550 - General Repair & Maint					
550.01 · Vehicle	4,244.52	6,835.67	2,705.25	3,606.00	
550.02 · Equipment and Tools	848.98	8,393.25	4,365.88	5,830.00	
550.03 · Building	2,941.53	511.69	416.05	600.00	
550.04 · Supplies	1,419.69	2,084.51	710.41	948.00	
550.05 · New Tools	786.84	482.30	0.00		
Total 550 - General Repair & Maint	10,241.56	18,307.42	8,197.59	10,984.00	
560 · Other					
560.01 · Property/Liability Ins.	43,299.00	49,011.00	49,250.00	52,000.00	
560.02 · Election Expenses	0.00	2,700.00	0.00	0.00	
560.03 · Continuing Education	347.00	606.00	71.92	3,000.00	
560.04 · Annual Fees & Dues	2,100.23	5,291.52	9,196.00	11,000.00	
560.05 · Ads and Publications	787.70	738.47	54.68	500.00	
560.06 · Miscellaneous	1,730.88	2,027.36	1,145.05	1,650.00	
560.07 · Contingency	0.00	0.00	35.98	0.00	
560.08 · Bank Interest	0.00	777.09	0.00	0.00	
Total 560 · Other	48,264.81	61,151.44	59,753.63	68,150.00	
590.00 - Contingency				30,000.00	
Total 500 · GENERAL AND ADMINISTRATIVE	551,438.47	629,346.46	513,784.74	656,610.00	
600 · DIRECT WATER EXPENSES					
610 · Chemicals and Filters					
610.01 · Chemicals	61,535.98	65,974.86	66,246.52	88,330.00	
610.02 · Miex Resin	18,498.87	5,135.00	41,668.22	30,000.00	
610.03 · Twin Oxide Inst., Rent,Chemical	777.96	0.00	0.00		
Total 610 · Chemicals and Filters	80,812.81	71,109.86	107,914.74	118,330.00	
620 - Laboratory					
620.01 · In House Lab	2,500.68	5,438.63	2,188.17	2,920.00	
620.02 · Outside Lab	6,939.00	14,503.92	3,252.50	4,348.00	
Total 620 - Laboratory	9,439.68	19,942.55	5,440.67	7,268.00	

# Cedar Key Water & Sewer District 2022 - 2023

## Budget Worksheet

	For the 9			Proposed	Comments
	For the Year	For the Year	Months		
	Ending Oct '19	Ending Oct	Ending Oct	2023	
	- Sep 20	'20 - Sep 21	'21 - Jun 22		

<b>630 - Regulatory</b>					
630.01 - Permits	100.00	0.00	0.00		
<b>Total 630 - Regulatory</b>	100.00	0.00	0.00	0.00	
<b>640 - Repairs and Maintenance</b>					
640.01 - Piping and Distribution	8,343.84	24,928.71	15,615.71	20,850.00	
640.02 - Equipment	39,428.06	33,159.93	9,419.11	12,560.00	
640.03 - Building & Grounds	885.96	1,514.79	5,761.69	7,690.00	
640.04 - Water Tower Maintenance	18,978.00	19,783.00	12,673.50	16,000.00	
640.05 - Generators Annual Mainte	1,850.00	649.60	1,438.70	1,930.00	
640.06 Water Plant Maintenance					<b>Needs \$\$ Amount</b>
<b>Total 640 - Repairs and Maintenance</b>	69,485.86	80,036.03	44,908.71	59,030.00	
<b>650 - Utilities</b>					
650.01 - Electric	20,707.25	22,423.61	16,487.76	22,000.00	
650.02 - Propane	0.00	528.46	817.32	1,090.00	
650.03 - Telephone	1,907.93	3,979.12	1,770.20	2,360.00	
<b>Total 650 - Utilities</b>	22,615.18	26,931.19	19,075.28	25,450.00	
<b>660 - Other</b>					
660.01 - Professional Fees	560.00	0.00	70.00	0.00	<b>Needs \$\$ Amount</b>
660.02 - Engineering-SRF Planning	1,000.00	0.00	0.00		
660.04 Prof. Fees- Water Plant	0.00	1,000.00	0.00		
<b>Total 660 - Other</b>	1,560.00	1,000.00	70.00	0.00	
<b>670 - Capital Expenditures</b>					
670.02 New Vehicle	0.00	0.00	1,425.00	50,000.00	<b>New Truck</b>
<b>Total 670 - Capital Expenditures</b>	0.00	0.00	1,425.00	50,000.00	
<b>680 - Loans</b>					
680.07 - DCB - LOC Interest	332.91	0.00	0.00		
680.05 - RD - Water System Interest	30,487.59	30,018.64	0.00	29,040.00	
680.06 - RD-Water System Principal	1,021.87	0.00	0.00		
<b>Total 680 - Loans</b>	31,842.37	30,018.64	0.00	29,040.00	
<b>690.1 - Depreciation Water</b>	137,731.95	142,978.41	0.00	66,176.00	

# Cedar Key Water & Sewer District 2022 - 2023 Budget Worksheet

		For the Year Ending Oct '19 - Sep 20	For the Year Ending Oct '20 - Sep 21	For the 9 Months Ending Oct '21 - Jun 22	Proposed Budget 2022- 2023	Comments
	<b>Total 600 · DIRECT WATER EXPENSES</b>	353,587.85	372,016.68	178,834.40	355,294.00	
	<b>700 · DIRECT WASTEWATER EXPENSES</b>					
	710 · Chemicals and Filters					
	710.01 · Chemicals	25,500.91	26,849.83	17,485.87	23,320.00	
	<b>Total 710 · Chemicals and Filters</b>	25,500.91	26,849.83	17,485.87	23,320.00	
	720 · Laboratory					
	720.01 · In House Lab	980.45	2,991.99	152.66	205.00	
	720.02 · Outside Lab	13,927.28	16,740.66	10,572.20	14,100.00	
	<b>Total 720 · Laboratory</b>	14,907.73	19,732.65	10,724.86	14,305.00	
	730 · Regulatory					
	730.01 · Permits	200.00	0.00	200.00	300.00	
	730.02 · Biosolids Hauling	57,265.00	59,745.00	67,360.00	89,820.00	
	<b>Total 730 · Regulatory</b>	57,465.00	59,745.00	67,560.00	90,120.00	
	740 · Repairs Maintenance Other					
	740.01 · Piping & Distribution	11,782.77	9,748.43	91,742.52	30,000.00	
	740.02 · Equipment	14,340.82	12,388.75	10,240.62	13,660.00	
	740.03 · Building and Grounds	3,881.42	82,040.01	29,799.76	99,740.00	<b>Added \$60,000</b>
	740.04 · Generator- Maintenance	1,150.00	1,222.16	0.00	10,000.00	<b>Added \$10,000</b>
	<b>Total 740 · Repairs Maintenance Other</b>	31,155.01	105,399.35	131,782.90	153,400.00	
	750 · Utilities					
	750.01 · Electric	29,920.72	31,595.61	20,159.72	26,880.00	
	750.02 · Propane	980.14	779.91	1,304.80	1,740.00	
	<b>Total 750 · Utilities</b>	30,900.86	32,375.52	21,464.52	28,620.00	
	760 · Other					
	760.01 · Professional Fees -WWTP Permit	2,620.00	0.00	1,612.00	2,200.00	
	<b>Total 760 · Other</b>	2,620.00	0.00	1,612.00	2,200.00	
	790.1 · Depreciation Sewer	125,467.70	126,650.03	0.00	0.00	
	<b>Total 700 · DIRECT WASTEWATER EXPENSES</b>	288,017.21	370,752.38	250,630.15	311,965.00	
	<b>Total Expense</b>	1,193,043.53	1,372,115.52	943,249.29	1,323,869.00	
	<b>Net Ordinary Income</b>	49,344.99	-120,334.00	115,831.19	-36,363.00	





# Cedar Key Water and Sewer District

## Penalty Register

Detailed

For charges due before 07/29/2022

Account Balance as of 07/29/2022

Disconnect Date 08/12/2022

Sorted by: Route + Reading Sequence

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
5001	5001	ALICE LATTIMER	11431 SW 154TH AVE.					
	WATER	P1		12446981	31.85	20.00	0.00	51.85
	SEWER				29.92	0.00	0.00	29.92
		ALICE LATTIMER	Total		61.77	20.00	0.00	81.77
1530001	1530001	KATHRYN LETTERS	15741 SUNSET POINT					
	WATER	P1		19125706	63.90	20.00	0.00	83.90
	SEWER				58.08	0.00	0.00	58.08
		KATHRYN LETTERS	Total		121.98	20.00	0.00	141.98
42001	42001	DAVID COLSON	12232 SW SR 24					
	WATER	P1		14346385	54.03	20.00	0.00	74.03
	SEWER				54.03	20.00	0.00	74.03
		DAVID COLSON	Total		54.03	20.00	0.00	74.03
1051001	1051001	WILL KNIGHT	12406 SR 24					
	WATER	P1		18258673	44.48	20.00	0.00	64.48
	SEWER				44.48	20.00	0.00	64.48
		WILL KNIGHT	Total		44.48	20.00	0.00	64.48
109001	109001	PETER STEFANI	12586 SR 24					
	WATER	P1		19125728	27.00	20.00	0.00	47.00
	SEWER				26.00	0.00	0.00	26.00
		PETER STEFANI	Total		53.00	20.00	0.00	73.00
168001	168001	DAVID MEDEIROS	1181 GULF BLVD					
	WATER	P1		19125724	30.12	20.00	0.00	50.12
	SEWER				30.42	0.00	0.00	30.42
		DAVID MEDEIROS	Total		60.54	20.00	0.00	80.54
175001	175001	DAVID THOMAS JR.	16350 SW WHIDDON					
	WATER	P1		2100185296	28.44	20.00	0.00	48.44
	SEWER				27.16	0.00	0.00	27.16
		DAVID THOMAS JR.	Total		55.60	20.00	0.00	75.60
181001	181001	DENNIS MORAN	1189 PALMETTO DRIVE					
	WATER	P1		18258642	29.06	20.00	0.00	49.06
	SEWER				27.66	0.00	0.00	27.66
		DENNIS MORAN	Total		56.72	20.00	0.00	76.72
208001	208001	MOLLY JUBITZ	13132 SW 164TH AVE.					
	WATER	P1		2100182418	33.12	20.00	0.00	53.12
	SEWER				30.95	0.00	0.00	30.95
		MOLLY JUBITZ	Total		64.07	20.00	0.00	84.07
235001	235001	PHIL (PP)	16810 SW 136TH PLACE					
	WATER	P1		2100035383	52.58	20.00	0.00	72.58
	SEWER				30.51	0.00	0.00	30.51
		PHIL (PP)	Total		83.09	20.00	0.00	103.09
256001	256001	AMY DURDEN	1173 WHIDDON AVE-2					
	WATER	P1		2100160655	45.39	20.00	0.00	65.39
	SEWER				41.54	0.00	0.00	41.54
		AMY DURDEN	Total		86.93	20.00	0.00	106.93
276001	276001	MARY RINEHART	1173 GULF BLVD					
	WATER	P1		14280679	27.92	20.00	0.00	47.92
	SEWER				32.98	0.00	0.00	32.98
		MARY RINEHART	Total		60.90	20.00	0.00	80.90
319001	319001	MARTIN KEARIN	1250 INDIANA AVE					
	WATER	P1		12943661	28.89	20.00	0.00	48.89
	SEWER				34.79	0.00	0.00	34.79

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
319001	319001	MARTIN KEARIN	1250 INDIANA AVE					
		MARTIN KEARIN	Total		63.68	20.00	0.00	83.68
1086001	1086001	TODD THOMPSON	12191 SW 165TH AVENUE					
WATER	P1			2100185338	27.03	20.00	0.00	47.03
SEWER					26.02	0.00	0.00	26.02
		TODD THOMPSON	Total		53.05	20.00	0.00	73.05
363001	363001	ROBBIE COLLINS	12051 SW 164TH					
WATER	P1			12943645	31.82	20.00	0.00	51.82
SEWER					29.90	0.00	0.00	29.90
		ROBBIE COLLINS	Total		61.72	20.00	0.00	81.72
408001	408001	MARY MARTIN	16790 SW 121ST LANE					
WATER	P1			2100160637	40.26	20.00	0.00	60.26
SEWER					37.05	0.00	0.00	37.05
		MARY MARTIN	Total		77.31	20.00	0.00	97.31
449001	449001	TOMMY MEYER	12770 JERNIGAN AVE.					
WATER	P1			14280696	40.92	20.00	0.00	60.92
SEWER					37.63	0.00	0.00	37.63
		TOMMY MEYER	Total		78.55	20.00	0.00	98.55
457001	457001	KRISTINA BITTNER	12830 HODGSON AVE.					
WATER	P1			14280704	29.03	20.00	0.00	49.03
SEWER					27.64	0.00	0.00	27.64
		KRISTINA BITTNER	Total		56.67	20.00	0.00	76.67
505001	505001	ISLAND ROOM REST.	192 2ND STREET					
WATER	P1			2100023765	172.96	20.00	0.00	192.96
SEWER					158.79	0.00	0.00	158.79
		ISLAND ROOM REST.	Total		331.75	20.00	0.00	351.75
510001	510001	STEVEN BOUCINO	82 2ND ST-CC 313					
WATER	P1			14346383	29.98	20.00	0.00	49.98
SEWER					28.41	0.00	0.00	28.41
		STEVEN BOUCINO	Total		58.39	20.00	0.00	78.39
563001	563001	WILLOWS EDGE	11 OLD MILL DRIVE 8A					
WATER	P1			14280440	55.54	20.00	0.00	75.54
SEWER					32.93	0.00	0.00	32.93
		WILLOWS EDGE	Total		88.47	20.00	0.00	108.47
599001	599001	JOANNA CELENTANO	211 2ND ST PP20-225					
WATER	P1			14280820	49.11	20.00	0.00	69.11
SEWER					27.71	0.00	0.00	27.71
		JOANNA CELENTANO	Total		76.82	20.00	0.00	96.82
652001	652001	D. STEAKLEY	7041 DEPOT ST 201C					
WATER	P1			14346389	33.86	20.00	0.00	53.86
SEWER					31.54	0.00	0.00	31.54
		D. STEAKLEY	Total		65.40	20.00	0.00	85.40
681001	681001	83 WEST	310 DOCK ST					
WATER	P1			17017496	394.51	20.00	0.00	414.51
SEWER					144.44	0.00	0.00	144.44
		83 WEST	Total		538.95	20.00	0.00	558.95
682001	682001	TIPSY COW	360 DOCK STREET					
WATER	P1			14346426	50.07	20.00	0.00	70.07
SEWER					45.62	0.00	0.00	45.62
		TIPSY COW	Total		95.69	20.00	0.00	115.69
700001	700001	RAY MASTERS 2022 LLC	550 1ST ST IP#211					
WATER	P1			13484076	32.31	20.00	0.00	52.31
SEWER					30.29	0.00	0.00	30.29
		RAY MASTERS 2022 LLC	Total		62.60	20.00	0.00	82.60
706001	706001	ROBERT ELY	550 1ST ST IP#204					
WATER	P1			13484057	32.34	20.00	0.00	52.34
SEWER					30.31	0.00	0.00	30.31
		ROBERT ELY	Total		62.65	20.00	0.00	82.65
728001	728001	JEANA MILLIGAN	509 1ST ST					
WATER	P1			13935882	27.14	20.00	0.00	47.14

Location No	Account No	Name	Address	Meter No.	Prev. Balance	Penalty	Tax	Account Balance
728001	728001	JEANA MILLIGAN	509 1ST ST.		26.11	0.00	0.00	26.11
		JEANA MILLIGAN	Total		53.25	20.00	0.00	73.25
773001	773001	SHARON SHAW	644 1ST ST. (GENE	2100160649	32.31	20.00	0.00	52.31
		SHARON SHAW	Total		30.29	0.00	0.00	30.29
		SHARON SHAW	Total		62.60	20.00	0.00	82.60
820001	820001	BETTY COOKE	4071 D ST.	12943640	31.39	20.00	0.00	51.39
		BETTY COOKE	Total		29.55	0.00	0.00	29.55
		BETTY COOKE	Total		60.94	20.00	0.00	80.94
824001	824001	JAMES DUFF	3011 D ST	14280424	33.10	20.00	0.00	53.10
		JAMES DUFF	Total		30.93	0.00	0.00	30.93
		JAMES DUFF	Total		64.03	20.00	0.00	84.03
837001	837001	SHANNON KEETON	641 6TH STREET	14015256	47.73	20.00	0.00	67.73
		SHANNON KEETON	Total		43.58	0.00	0.00	43.58
		SHANNON KEETON	Total		91.31	20.00	0.00	111.31
843001	843001	JENNIE PINTO	4010 E ST.-JENNIE PINTO	13379852	39.19	20.00	0.00	59.19
		JENNIE PINTO	Total		36.12	0.00	0.00	36.12
		JENNIE PINTO	Total		75.31	20.00	0.00	95.31
845001	845001	TERESE SEARS	741 6TH ST-PHILLIP	2000047454	41.28	20.00	0.00	61.28
		TERESE SEARS	Total		37.94	0.00	0.00	37.94
		TERESE SEARS	Total		79.22	20.00	0.00	99.22
874001	874001	SHRADER MILLER	850 3RD STREET	12943643	32.61	20.00	0.00	52.61
		SHRADER MILLER	Total		30.53	0.00	0.00	30.53
		SHRADER MILLER	Total		63.14	20.00	0.00	83.14
909001	909001	CHRIS COWART	773 5TH ST.	17288545	27.00	20.00	0.00	47.00
		CHRIS COWART	Total		26.00	0.00	0.00	26.00
		CHRIS COWART	Total		53.00	20.00	0.00	73.00
932001	932001	SHERRIE ANN CASWELL	858 7TH ST.	14346500	61.45	20.00	0.00	81.45
		SHERRIE ANN CASWELL	Total		58.03	0.00	0.00	58.03
		SHERRIE ANN CASWELL	Total		119.48	20.00	0.00	139.48
956001	956001	JOE VASTOLA	882 8TH ST.	14346507	30.71	20.00	0.00	50.71
		JOE VASTOLA	Total		29.00	0.00	0.00	29.00
		JOE VASTOLA	Total		59.71	20.00	0.00	79.71

Total Customers 38  
Prev. Balance \$3,356.80  
Penalty \$760.00  
Total Tax \$0.00  
Account Balance \$4,116.80

Previously Posted Penalty \$0.00



# Cedar Key Water & Sewer District

## Sick and Annual Leave Balances

July 30, 2022 Amount Used 2022

<u>Employee</u>	<u>Sick Available</u>	<u>Sick Used</u>	<u>Vacation Available</u>	<u>Vacation Used</u>
Doty, Gabriel T	16:00	84:00	84:49	24:00
Johns, Alicia M.	33:27	75:00	40:43	139:00
McCain, James E.	1066:48	60:30	228:01	133:30
Quinn, William M.	272:30	57:30	127:35	88:00
Richburg, Margaret A.	0:00	70:00	89:50	102:30



# Cedar Key Water and Sewer District Board of Commissioners Agenda Request

Date of Meeting: August 8, 2022

Date Submitted: August 2, 2022

To: Cedar Key Water and Sewer District Board of Commissioners

From: Evan Rosenthal, District Attorney

Subject: Request for Qualifications for Continuing Engineering Consultant Services

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**Statement of Issue:**

This agenda item requests Board approval to release and advertise a request for qualifications (RFQ) for continuing engineering consultant services. The RFQ is attached hereto as Attachment 1.

**Background and Analysis:**

At the July Board meeting, the Board directed the preparation of a solicitation seeking firms capable of providing engineering consultant services to the District on a continuing basis. Section 287.055, F.S., the Consultant Competitive Negotiation Act (CCNA), dictates that a qualifications-based method of procurement be used in the selection of professional service providers including engineers and architects. After the Board has ranked responsive firms on the basis of their qualifications, the Board may then negotiate a contract with the highest ranked firm(s). The Board is also permitted to contract with multiple responsive firms. Following approval of the contract(s), work authorizations can be issued to the firms on a rotating basis as the need for engineering services arises.

The attached RFQ conforms to the CCNA process. The following schedule is proposed:

<b>ACTION</b>	<b>DATE</b>
RFQ Released	August 9, 2022
Cut-Off date for Questions	August 26, 2022
Responses to Technical Questions Provided	September 7, 2022
Responses Due and Opened	September 14, 3:00 p.m.
Evaluation of Proposals and Shortlisting	September - October, 2022
Oral Presentations	September - October, 2022*
Final Scoring/Ranking/Selection by the Board	September - October, 2022
Posting of Intent to Award	September - October, 2022
Contract Negotiations Begin	September - November, 2022

District Approval of Award and Contract	October - November, 2022
Anticipated Beginning of Work	October - November, 2022

The following is the proposed scoring rubric for evaluating responsive firms:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
a. Executive Summary (Tab 1)	10
b. Ability of Personnel (Tab 2)	30
c. Experience of Firm and References (Tab 3)	30
d. Availability of Workload (Tab 4)	20
f. Oral Presentations (if required)	10
<b>Total</b>	<b>100 (90 if no Oral Presentations Required)</b>

All interested firms will be required to obtain the complete RFQ package from the District’s website or by contacting District staff, which will include the attached RFQ, the proposed contract that responsive firms will be required to enter into with the District, and

CCNA dictates that the RFQ be announced in a manner so as to ensure adequate competition. To meet this requirement, it is proposed that the RFQ be published in a newspaper and posted prominently on the District’s website. At the Board’s option, the District could also utilize a bid posting service such as DemandStar or BidSync.

It is important to note that upon release of the RFQ, a cone of silence will be in effect. In accordance with same, no communication will be permitted by or between any officer, member, elected official, department, office or employee of the District and a potentially responsive firm during the solicitation process from the date of advertisement of the RFQ through notice of award, except as specifically provided for in the RFQ. All questions or requests for interpretation must be submitted in writing to Alicia Johns. If a Board member or other District staff person receives an inquiry from a potential responsive firm, they should not respond directly and should forward it on to Ms. Johns for processing.

**Options:**

1. Approve Release of the RFQ for Continuing Engineering Services.
2. Do Not Approve Release of the RFQ for Continuing Engineering Services.
3. Board Direction.

**Recommendation:**

Option #1



**Attachments:**

1. RFQ for Continuing Engineering Services.



**REQUEST FOR QUALIFICATIONS  
FOR  
CONTINUING ENGINEERING CONSULTANT, DESIGN,  
INSPECTION & RELATED SERVICES  
RFQ 22-1**

**CEDAR KEY WATER AND SEWER DISTRICT**

Date of Issue: August 9, 2022  
**Responses Due By September 14, 2022**

**MAIL OR HAND DELIVER RESPONSES TO:**

Alicia M. Johns  
Cedar Key Water & Sewer District  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625  
Website: [www.ckwater.org](http://www.ckwater.org)  
Phone Questions: (352)543-5285  
Email Questions: [alicia@ckwater.org](mailto:alicia@ckwater.org)

## TABLE OF CONTENTS

SECTION 1.0.	STANDARD TERMS AND CONDITIONS (STAC) .....	2
1.1.	Definitions.....	2
1.2.	Issuance of Addenda .....	3
1.3.	Florida Public Records Law and Confidentiality.....	3
1.4.	Requests for Clarification and Assistance .....	4
1.5.	ADA - Special Accommodations.....	4
1.6.	Proposer’s Responsibility .....	4
1.7.	Indemnification and Hold Harmless).....	4
1.8.	District Rights .....	5
1.9.	Public Entity Crimes .....	5
1.10.	Small, Minority and Woman-Owned Business Enterprise .....	5
1.11.	Equal Employment Opportunity/Affirmative Action .....	5
1.12.	Drug Free Workplace.....	6
1.13.	Conflicts of Interest.....	6
1.14.	Non-Collusion.....	7
1.15.	Ethical Business Practices.....	7
1.16.	Subcontracting .....	7
1.17.	Withdrawal or Modification of Proposals.....	8
1.18.	Status Of Contractor .....	8
1.19.	Registered to Do Business in the State of Florida .....	8
1.20.	Debarment and Suspension.....	8
1.21.	Employment Eligibility Verification .....	8
1.22.	Venue .....	8
1.23.	Construction.....	9
1.24.	Order of Precedence.....	9
1.25.	Term of the Contract and Termination .....	9
1.26.	Insurance Requirements.....	9
1.27.	Federal Requirements .....	10
SECTION 2.0.	CONE OF SILENCE .....	10
SECTION 3.0.	SCHEDULE OF EVENTS .....	11

SECTION 4.0. SCOPE OF WORK AND TECHNICAL REQUIREMENTS.....11

SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS .....12

SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING .....14

SECTION 7.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS.....15

SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION.....16

**APPENDICES: REQUIRED DOCUMENTS AND CERTIFICATIONS:**

Proposal Transmittal Form (to be on Proposer’s Letterhead)..... A-1

Checklist of Required Forms, Documents, Certifications .....B-1

Required Forms and Certifications .....C-1 – C-13

Draft Contract Document..... D-1

**EXHIBITS:**

Legal Advertisement.....E-1

## **INTENT, DESCRIPTION OF WORK, AND BACKGROUND**

In accordance with section 287.055, Florida Statutes, known as the Consultants Competitive Negotiation Act (CCNA), the Cedar Key Water and Sewer District (“District”) is seeking Proposals from qualifying consulting firms (the “Proposer”) to provide all or a portion of continuing professional consulting services (“Professional Services”) for engineering, construction engineering inspection, and surveying/mapping services on an as needed basis. The District anticipates selecting one or more professional firms to execute a Contract for Professional Services in accordance with this RFQ.

The CCNA establishes contracting procedures by which agencies must select architects, professional engineers, landscape architects, and surveyors and mappers (“Professional Firms”). The CCNA process allows for Professional Firms to be chosen based on quality of personnel, minority/women-owned business enterprise consideration, past performance, willingness to meet time and budget requirements, location, workload and volume of work previously awarded to each Professional Firm by the District. The selected firms must be capable of providing all or a portion of the Professional Services set forth in the RFQ as well as providing design, permitting, and construction oversight as may be required by the District based on each specific project for which services are needed.

While every effort is made to ensure the accuracy and completeness of information in the RFQ, it is recognized that the information may not be complete in every detail and that all work may not be expressly mentioned in the RFQ. It is the responsibility of the Proposer to include in its Proposal all pertinent information in accordance with the objectives of the RFQ.

Proposers interested in providing one or more of the Services are instructed to submit one (1) original, three paper (3) copies, and one (1) flash drive of its Proposal, in accordance with this RFQ, no later than September 14, 2022 @ 3:00 EST to Cedar Key Water & Sewer District, 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625.

Proposals received after this date and time will not be considered and shall be returned unopened.

- **The Cedar Key Water and Sewer District is an Equal Opportunity Employer.**
- **MBE/WBE businesses are encouraged to participate.**
- **The Cedar Key Water and Sewer District strictly enforces open and fair competition.**

**ADA –Special Accommodations:** Any person requiring accommodations due to a disability should call the District at (352)543-5285 at least five (5) working days prior to any pre-response Conference, response opening, or meeting.

The RFQ and any addenda issued are available on the District website at [www.ckwater.org](http://www.ckwater.org) or by contacting the District at (352)543-5285. All questions pertaining to this RFQ should be submitted in writing in accordance with RFQ instructions.

## **Description of Work:**

The District requires Consultant Engineers that can provide continuing engineering, construction engineering inspection, and surveying/mapping services on an as needed basis, pursuant to work authorizations issued by the District. Some of the tasks Consultant Engineers may be required to perform include, but are not limited to:

- Preliminary and Final Design
- Performing feasibility studies, analyses, and assessments
- Prepare or support the preparation of grant applications to include Opinions of Probable Cost and Concept Plans
- GIS Support Services
- Surveying and Mapping
- Engineering Services associated with water and wastewater utility projects including Sanitary Sewer Collection System, Lift Station and Force Mains, Water systems and Reclaimed Water Treatment analysis, design, inspection, and permitting
- Construction phase services, including but not limited to construction engineering inspection
- Construction bid services
- Construction contract administration
- Preparation and submission of information to and necessary consultations with the local Transportation Department, Florida Department of Environmental Protection, Florida Department of Transportation, regional water management districts, U.S. Army Corps of Engineers or other appropriate regulatory agencies
- Providing such other Professional Services as the District may require

## **SECTION 1.0. STANDARD TERMS AND CONDITIONS (STAC)**

Conformity and adherence to the terms and conditions of this RFQ shall be a consideration by the District as part of its process.

### **1.1. Definitions**

General terms used throughout this RFQ are provided below. Additional definitions may be provided as applicable to a specific section or subject matter.

1.1.1 ***Award*** means the determination of a successful Proposer(s) in response to this RFQ, resulting in an offer of a Contract to perform the services pursuant to the RFQ and the proposal.

1.1.2. ***Contract*** means the legally enforceable document agreed to and signed by the District and successful Proposer(s) (collectively referred to as the “Parties”), which is attached hereto as Appendix D and incorporated herein by reference.

1.1.3. ***District*** means the Cedar Key Water and Sewer District, a legal entity and public body.

1.1.4. ***Proposer*** means any firm, individual or organization submitting a proposal in response to this RFQ.

1.1.5. **RFQ** means this document, its attachments and any document hereinafter incorporated by reference.

1.1.6. **SOW** means Scope of Work

1.1.7. **Successful Proposer or Engineering Consultant** means a Proposer who is awarded a Contract as a result of its proposal submitted in response to this RFQ.

## **1.2. Issuance of Addenda**

If this RFQ is amended, the District will issue an appropriate addendum to the RFQ. If an addendum is issued, all terms and conditions that are not specifically modified shall remain unchanged.

## **1.3. Florida Public Records Law and Confidentiality**

1.3.1. By submitting a Proposal in response to this RFQ, a Proposer acknowledges that the District is a governmental entity subject to the Florida Public Records Law (Chapter 119, Florida Statutes). The Proposer further acknowledges that any materials or documents provided may be “public records” and, as such, may be subject to disclosure to, and copying by, the public unless otherwise specifically exempt by Law.

1.3.2. Should the Proposer provide the District with any materials which it believes, in good faith, contain information that would be exempt from disclosure or copying under Florida Law; the Proposer shall indicate that belief by typing or printing, in bold letters, the phrase “PROPRIETARY INFORMATION” on the face of each affected page of such materials. The Proposer shall submit to the District both a complete copy of such material and a redacted copy in which the exempt information on each affected page, and only such exempt information, has been rendered unreadable. In the event a Proposer fails to submit both copies of such material, the copy submitted will be deemed a public record subject to disclosure and copying regardless of any annotations to the contrary on the face of such document or any page(s) thereof.

1.3.3. Should any person request to examine or copy any material so designated, and provided the affected Proposer has otherwise fully complied with this provision, the District, in reliance on the representations of the Proposer, will produce for that person only the redacted version of the affected materials. If the person requests to examine or copy the complete version of the affected material, the District shall notify the Proposer of that request, and the Proposer shall reply to such notification, in writing that must be received by the District no later than 4:00 p.m., CST, of the second business day following Proposer’s receipt of such notification, either permitting or refusing to permit such disclosure or copying.

1.3.4. Failure to provide a timely written reply shall be deemed consent to disclosure and copying of the complete copy of such material. If the Proposer refuses to permit disclosure or copying, the Proposer agrees to, and shall, hold harmless and indemnify the District for all expenses, costs, damages, and penalties of any kind whatsoever which may be incurred by the District, or assessed or awarded against the District, in regard to the District’s refusal to permit disclosure or copying of such material. If litigation is filed in relation to such request and the Proposer is not initially named as a party, the Proposer shall promptly seek to intervene as a defendant in such litigation to



defend its claim regarding the confidentiality of such material. This provision shall take precedence over any provisions or conditions of any proposal submitted by a Proposer in response to this RFQ and shall constitute the District's sole obligation with regard to maintaining confidentiality of any document, material, or information submitted to the District.

**1.4. Requests for Clarification and Assistance**

All inquiries and questions concerning this RFQ must be in writing (e-mail is acceptable) and received in accordance with Section 3.0, Schedule of Events and must be directed to:

Questions: Alicia M. Johns

Mailing Address: Cedar Key Water & Sewer District  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625

E-mail Address: alicia@ckwater.org

Questions and responses will be posted on the District's Website and, if necessary, an Addendum(s) issued. Any questions relative to interpretation of the solicitation or the Proposal process shall be addressed in writing as indicated in the Schedule of Events below. Questions received after the cut-off date as specified in the Schedule will not be considered.

**1.5. ADA - Special Accommodations**

Any person requiring special accommodations due to a disability should call the District at least five (5) working days prior to any pre-response conference, response opening, or meeting.

**1.6. Proposer's Responsibility**

1.6.1. It is understood and the Proposer hereby agrees to be solely responsible for obtaining all materials and determining the best methods that will be utilized to meet the intent of the specifications of this RFQ.

1.6.2. Failure by the Proposer to acquaint themselves with the available information will not relieve them from responsibility for estimating properly the difficulty or cost of successfully performing the work.

1.6.3. Proposers are expected to examine the specifications and all instructions pertaining to the required commodities/services. Failure to do so will be at Proposer's risk.

**1.7 Indemnification and Hold Harmless (ref: Appendix C-1)**

1.7.1. The Proposer shall indemnify and hold harmless the District, and its officers and employees, from liabilities, damages, losses, and costs, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the Proposer and other persons employed or utilized by the Proposer in the performance of the Contract.

1.7.2. The first ten dollars (\$10.00) of remuneration paid to the Proposer is for the indemnification provided above.

**1.8. District Rights**

1.8.1. The District reserves the right to reject any Proposal as Nonresponsive or to reject all Proposals and cancel or reissue this solicitation.

1.8.2. The District may waive informalities and negotiate with the apparent most qualified Proposer.

1.8.3. The District reserves the right to withdraw this RFQ at any time prior to final award and execution of a Contract.

1.8.4. No Proposer is guaranteed any amount of work even if the District enters into a Contract with the Proposer.

1.8.5. The District has the right to request any necessary clarifications or Proposal data without changing the terms of the RFQ.

1.8.6. All expenses involved in the preparation, submission, and participation in the selection and contracting process pursuant to this RFQ shall be borne solely by the Proposers. No payment will be made for any Proposals received or for any other effort required of, or made by, the Proposers prior to Contract commencement and approval of a work authorization.

**1.9. Public Entity Crimes (ref: Appendix C-2)**

As required by section 287.133 (2)(a), Florida Statutes, a person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a proposal or contract to provide any goods or services to a public entity, may not submit a proposal or contract with a public entity for the construction or repair of a public building or a public work, may not submit proposals on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with a public entity, and may not transact business with a public entity in excess of the threshold amount provided in section 287.017, Florida Statutes for CATEGORY TWO (\$35,000) for a period of 36 months from the date of being placed on the convicted vendor list. Any person must notify the District within 30 days after a conviction of a public entity crime applicable to that person or to an affiliate of that person.

**1.10. Small, Minority and Woman-Owned Business Enterprise**

Certification as a minority business enterprise for the purpose of this RFQ is defined by the Florida Small and Minority Business Assistance Act. Proposers certified by the State of Florida should include a copy of the certification.

**1.11. Equal Employment Opportunity/Affirmative Action (ref: Appendix C-3)**

1.11.1. The District certifies that it is an Equal Employment Opportunity/Affirmative Action employer and that it will not discriminate during the selection process on the basis of age, sex, familial status, race, national origin, or handicap status.

1.11.2. Any business submitting a Proposal in response is required to be an Equal Employment Opportunity/Affirmative Action employer and must require the same of any subcontractors hired under pursuant to the RFQ. Each Proposer will sign and submit with its Proposal an Equal Employment Opportunity/Affirmative Action Statement.

**1.12. Drug Free Workplace (ref: Appendix C-4)**

1.12.1. The District certifies that it is a Drug Free Workplace.

1.12.2. Each Proposer shall be required to sign and submit with its Proposal an Affidavit certifying that the Proposer complies with regulations related to a drug-free workplace as defined in section 287.087, Florida Statutes.

1.12.3. Preference shall be given to Proposers with drug-free workplace programs. In order to have a drug-free workplace program, a Proposer shall:

a. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the workplace and specifying the actions that will be taken against employees for violations of such prohibition.

b. Inform employees about the dangers of drug abuse in the workplace, the businesses' policy of maintaining a drug-free workplace, available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees from drug abuse violations.

c. Give each employee engaged in providing the commodities or contractual services that are under this RFQ a copy of the statement specified in subsection (a) above.

d. In the statement specified in subsection (a), notify the employees that, as a condition of working on the commodities or contractual services that are under this RFQ, the employee will abide by the terms of the statement and will notify the employee of any conviction of, a plea of guilty or nolo contendere to, any violation of Chapter 893, Florida Statutes, or any controlled substance of the United States or any state, for violation occurring in the work place no later than five (5) days after such conviction.

e. Impose a sanction, on, or require the satisfactory participation in a drug abuse assistance or rehabilitation program if such is available in the employee's community, by any employee who is so convicted.

f. Make a good faith effort to continue to maintain a drug-free workplace through implementation of this section.

**1.13. Conflicts of Interest (ref: Appendix C-5)**

The District may disqualify any Proposer determined to have a conflict of interest prohibited under Part III, Chapter 112, Florida Statutes. All awards hereunder are subject to the provisions of Chapter 112, Florida Statutes. All Proposers must disclose with its proposal whether any officer, director, employee or agent is also an officer or an employee of the District.

**1.14. Non-Collusion (ref: Appendix C-6)**

Each Proposer is required to sign and have notarized by a Florida Notary a “Non-collusion Affidavit.”

**1.15. Ethical Business Practices (ref: Appendix C-7)**

1.15.1. The District reserves the right to deny award or immediately suspend any contract resulting from this RFQ or proposal, pending final determination of charges of unethical business practices. At its sole discretion, the District may deny award or cancel the Contract if it determines that unethical business practices were involved.

1.15.2. Gratuities. It shall be unethical for any person to offer, give or agree to give any District employee, or for any District employee to solicit, demand, accept or agree to accept from another person, a gratuity or an offer of employment in connection with any decision, approval, disapproval, recommendation, or preparation of any part of a program requirement or a purchase request, influencing the content of any specification or procurement standard, rendering of advice, investigation, auditing or performing in any other advisory capacity in any proceeding or application, request for ruling, determination, claim or controversy, or other particular matter, subcontract, or to any RFQ or proposal thereof.

1.15.3. Kickbacks. It shall be unethical for any payment, gratuity, or offer of employment to be made by or on behalf of a subcontractor under a contract to the prime contractor or higher tier subcontractor or any person associated therewith, as an inducement for the award of a subcontract or order.

1.15.4. A Proposer is required to certify an Ethics Clause and submit with its Proposal (Appendix C-7).

**1.16. Subcontracting (ref: Appendix C-8)**

1.16.1. Firms submitting a Proposal may consider subcontracting portions of the services to be performed and/or provided. If this is to be done, that fact, and the name of the proposed subcontracting firm(s), must be clearly identified in the Proposal and the Contract.

1.16.2. Following the execution of the Contract, no additional subcontracting will be allowed without the express prior written approval of the District.

1.16.3. All subcontractors shall be held to the same requirements, terms and conditions of this document, its attachments, any documents incorporated by reference and the executed Contract.

1.16.4. A Proposer must list any proposed subcontractors with addresses, contact information and services to be provided and submit with its Proposal.

### **1.17. Withdrawal or Modification of Proposals**

A Proposal may be withdrawn or modified only by written notification from the Proposer prior to the time fixed for the opening of proposals. Negligence on the part of the Proposer in preparing the proposal confers no right for withdrawal or modification of the proposal after it has been opened.

### **1.18. Status Of Contractor**

The Proposer shall, at all times relevant to a contract as a result of this RFQ, be an independent contractor and in no event shall the Proposer, nor any employees or sub-contractors under it, be considered to be employees of the District.

### **1.19. Registered to Do Business in the State of Florida**

A Proposer seeking to do business with the District shall, at the time of submitting a proposal, be registered with the Department of State in accordance with the provisions of Chapter 605, 607, 608, 617 and/or 620 Florida Statutes; similarly, partnerships seeking to do business with the District shall, at the time of submitting a proposal, have complied with the applicable provision of Chapter 620, Florida Statutes. For further information on required filing and forms, please go to the following sites <http://sunbiz.org/index.html> or <http://www.dos.state.fl.us/doc/index.html>. The Proposer shall be licensed to do business in the State of Florida and the Proposer and employees assigned to the Contract shall hold all necessary and required professional licenses and certificates to perform required services.

### **1.20. Debarment and Suspension (ref: Appendix C-9)**

Proposers are required to certify that they are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any governmental agency.

### **1.21. Employment Eligibility Verification (ref: Appendix C-10)**

1.21.1. The successful Proposer shall use the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the Proposer during the Contract term, and shall expressly require same of subcontractors.

1.21.2. The successful Proposer agrees to maintain records of its participation, proof of verification of employees hired to provide services pursuant to this RFQ and Contract, and compliance with the provisions of the E-verify program, including participation by its subcontractors as provided above, and to make sure that such records are available to the District, or other authorized federal or state entity consistent with the terms of this RFQ and Contract.

### **1.22. Venue**

Venue for all actions arising under the RFQ and subsequent Contract shall lie in Levy County, Florida, United States.

**1.23. Construction**

The validity, construction, and effect of this RFQ and subsequent Contract shall be governed by the Laws of the State of Florida.

**1.24. Order of Precedence**

The provisions of the RFQ, successful firm's proposal and subsequent Contract shall be complied with by the Parties, but only to the extent they are consistent with the provision of the RFQ and Contract. In the event of an inconsistency between the provisions of the RFQ or Contract hereto, the Order of Precedence shall be followed:

- a. Laws of Florida.
- b. Contract.
- c. RFQ and all of its addendums and attachments.
- d. Successful firm's proposal.

**1.25. Term of the Contract and Termination**

1.25.1. The term of the Contract shall begin no sooner than the later of the dates executed by both Parties and shall be effective for a period of three (3) years from the effective date. The Contract may, by mutual assent of the parties, be extended TWO (2) additional TWELVE (12) month periods or portions thereof, up to a cumulative total of FIVE (5) years. The District reserves the right to re-negotiate rates based on current market conditions.

1.25.2. The District may terminate the Contract without cause immediately upon certified presentation of written notice. Presentation can be by certified mail (return receipt requested) or signed, hand delivered receipt from a process server (private or Sheriff's Deputy).

**1.26. Insurance Requirements (ref: Appendix C-11 and D, Contract)**

1.26.1. Prior to commencing Services, the Proposer(s) shall procure and maintain at its own cost and expense for the duration of the Contract insurance against claims for injuries to person or damages to property, which may arise from or in connection with the performance of the work or Services hereunder by the Proposer, his agents, representatives, employees or subcontractors. Specific insurance requirements are set forth in the Contract terms and conditions which are hereby incorporated into this RFQ.

1.26.2. Verification of Coverage (ref: Appendix C-11)

Proposer shall furnish certificates of insurance and with original endorsements affecting coverage required by this clause. The certificates and endorsements for each policy are to be signed by a person authorized by that insurer to bind coverage on its behalf. The certificates and endorsements are to be received and approved by the District before the Services commence.

### 1.26.3. Subcontractors

The Proposer shall include each of its subcontractors as insured under the policies of insurance required herein.

### **1.27 Federal Requirements**

This RFQ and the work to be performed by Successful Proposer(s) hereunder is or may become fully or partially federally grant funded. To the extent applicable, in accordance with Federal law, Proposers shall comply with the clauses as enumerated in Attachment D - Contract for Professional Consulting Services at Exhibit C – Federal Provisions Applicable to Consultant. Additionally, Proposers shall adhere to all grant conditions as set forth in the requirements of any applicable federal grants which have been provided to Proposer, along with all applicable Federal Laws, including but not limited to, those set forth below: which are incorporated herein by reference:

- a. 2 CFR. 25.110
- b. 2 CFR Part 170 (including Appendix A), 180, 200 (including Appendixes), and 3000
- c. Executive Orders 12549 and 12689
- d. 41 CFR s. 60-1(a) and (d)
- e. Consolidated Appropriations Act, 2021, Public Law 116-260 related to salary limitations

These cited regulations are hereby incorporated and made part of this RFQ as if fully set forth herein. As stated above, this list is not all inclusive, any other requirement of law applicable in accordance with the Federal, State or grant requirements are also applicable and hereby incorporated into this solicitation. If Proposer cannot adhere to or objects to any of the applicable federal requirements, Proposers proposal may be deemed by the District as unresponsive.

### **SECTION 2.0. CONE OF SILENCE**

**2.1.** A Cone of Silence will be in effect for this RFQ beginning with the date this RFQ is released listed in Section 3.0 hereof and through issuance of a Notice of Award. In accordance with same, the District prohibits communication to or with any officer, member, elected official, department, office or employee of the District during the solicitation process from the date of advertisement of the RFQ through notice of award, except as provided below.

**2.2.** All requests for interpretations or clarifications shall be in writing, addressed to the District as provided in section 1.4 hereof, to be given consideration. All such requests for interpretations or clarifications must be received in writing in accordance with Section 3.0, Schedule of Events. Any interpretation made to prospective Proposers will be expressed in the form of an addendum to the solicitation which, if issued, will be conveyed in writing to all prospective Proposers no later than five (5) days prior to the date set for receipt of Proposals. Such written addenda shall be binding on the Proposers and shall become a part of the RFQ Document(s). No oral interpretations of this RFQ, the scope of services, or the Contract will be provided.

### **SECTION 3.0. SCHEDULE OF EVENTS**

The following is the scheduled sequence of events with important dates and times where known. Dates are subject to change by the District at its sole discretion. If the District determines that it is necessary to change these dates/times prior to the Proposal due date, the change will be announced via an addendum.

<b>ACTION</b>	<b>DATE</b>
RFQ Released	August 9, 2022
Cut-Off date for Questions	August 26, 2022
Responses to Technical Questions Provided	September 7, 2022
Responses Due and Opened	September 14, 3:00 p.m.
Evaluation of Proposals and Shortlisting	September - October, 2022
Oral Presentations	September - October, 2022*
Final Scoring/Ranking/Selection by the Board	September - October, 2022
Posting of Intent to Award	September - October, 2022
Contract Negotiations Begin	September - November, 2022
District Approval of Award and Contract	October - November, 2022
Anticipated Beginning of Work	October - November, 2022

\*The District reserves the right to eliminate oral presentations and award based upon the evaluations of written Proposals only.

\*\*All times listed are in eastern standard time (EST).

### **SECTION 4.0. SCOPE OF WORK AND TECHNICAL REQUIREMENTS**

**4.1.** The Engineering Consultant shall provide professional services for the District as needed and in accordance with Florida law.

**4.2.** The Engineering Consultant shall be a Registered Professional Engineer in Florida and have a minimum of five (5) years licensed experience in Florida, or another State acceptable to the District if registered to conduct business in Florida. Consideration shall be given to an Engineering Consultant who possesses experience and a working knowledge of the design and construction of municipal sewer and potable water systems, permitting new construction, environmental considerations related to new construction, and appropriate building codes in the State of Florida and the local project area.

The Engineering Consultant shall report to the District General Manager. The Engineering Consultant shall also be required to coordinate as necessary with other consultants hired by the District.

**4.3.** The Engineering Consultant shall advise the District and prepare necessary documentation, cost estimates, and construction plans while working in conjunction with other professionals engaged by the District. The Engineering Consultant shall also provide the District with an



analysis of bids received and make recommendations as to the best bids to achieve District objectives.

4.4. The Engineering Consultant shall perform those services outlined in Section 2.1 through 2.8 of the Contract as implemented by a duly issued Work Authorization.

4.5. The anticipated hours will be variable although the District generally meets monthly on the second Monday. Coordination with the General Manager/District will be by mutual agreement.

## **SECTION 5.0. PROPOSAL RESPONSE REQUIREMENTS**

5.1. Proposers shall construct their Proposals in the following format as outlined below in two separate binders and a tab must separate each section as prescribed.

5.2. The Proposal and all attachments shall be bound and submitted in a sealed envelope (or other packaging), provide one (1) original, so identified, three (3) complete paper copies, and one electronic flash drive copy of the Proposal for services defined herein for the term of the contract.

5.3. Failure to provide the required copies, adhere to the required format, or to provide any information required in this RFQ may result in a Proposal being deemed Nonresponsive and rejected from consideration.

5.4 **Proposals shall not include any information regarding fees or compensation for the Professional Services.**

### **TAB 1 – EXECUTIVE SUMMARY**

- Provide a brief summary of the firm, with general description of the firm background, work history, awards, major accomplishments, etc.
- Statement demonstrating the firm's or individual's understanding as to the District's needs relative to the this RFQ, including a typical project approach and a statement as the firm's commitment to use the most current tools and technology available to provide the Professional Services.
- Include:
  - Address of the office from which work is to be performed.
  - A listing of the professional services to be offered.
  - The name of the person(s) who will be authorized to make representations for the Proposer, their title(s), address(es), and contact numbers.
  - Provide proof that Proposer's business is licensed, permitted and/ or certified to do business in the State of Florida and attach copies of all such licenses issued to the business entity.

- MBE State Certification

*This executive summary should be no more than ten (10) pages.*

**TAB 2 – ABILITY OF PERSONNEL**

Provide an organizational profile of the firm and a listing of key personnel who will be assigned to provide the Professional Services. Include each individuals name, function with the firm, years of experience with the firm, education, and **years of experience specific to the Professional Services being offered**. Professional resume and any professional certificates or licenses held should be included for each individual listed.

**TAB 3 – EXPERIENCE OF FIRM AND REFERENCES (ref: Appendix C-12)**

- Provide a detailed list and examples of relevant experience and qualifications for the Professional Services being offered.
- Permitting: provide a description of the firms experience in dealing with federal, state and local permitting and regulatory agencies.
- Provide four (4) projects completed within the last five (5) years of the same or a similar nature of the Professional Services being offered. Include a project description, location name of project manager, scheduled and actual completion date, anticipated and actual cost of the project and client contact information familiar with the project. If available, include if project was federal or state funded.

**TAB 4 – CURRENT AND PROJECTED WORKLOAD**

Provide a current and projected description of current workload. Describe whether the Proposer has the capacity to take on task and work orders on an as-needed basis for the District as such may arise during the life of the Contract.

**TAB 5 – SUBCONTRACTORS (ref: Appendix C-8)**

Name ALL subcontractors (to include prime and sub-contractors) that will potentially be used to provide services and list the specific services to be provided by each sub-contractor.

**TAB 6 - REQUIRED DOCUMENTS AND CERTIFICATIONS**

- a. MBE State Certification Documentation, if applicable.
- b. All other required documents and certifications included in the Appendices to this RFQ.

**TAB 7 – EXCEPTIONS**

Provide a list and explanation as to any exceptions to any of the terms and conditions contained in the Contract for Professional Services in this RFQ as Appendix D. Failure to note an exception

and explanation on a particular Contract term shall make such terms non-negotiable during competitive negotiation.

**5.3. Instructions to Proposers.**

5.3.1. The Proposal should address the requirements in a clear and concise manner in the order stated herein.

5.3.2. Proposals must be tabbed as follows and must include the information/documents specified in the applicable tab. Proposals that do not adhere to the following format or include the requested information/documents may be considered incomplete and therefore unresponsive by the District.

5.3.3. The District reserves the right to seek additional/supplemental representation on specific issues as needed.

5.3.4. Proposals must be typed. No changes in or corrections to proposals will be allowed after the proposals are opened.

5.3.5. The signer of the Proposal must declare that the Proposal in all respects fair and in good faith without collusion or fraud and that the signer of the proposal has the District to bind the principal Proposer.

5.3.6. The District shall not be liable for any costs incurred by Proposer prior to entering into a contract. Therefore, all Proposers are encouraged to provide a simple, straightforward, and concise description of their ability to meet the RFQ requirements.

5.3.6.1. The Proposal submittal shall be enclosed in a sealed envelope addressed to the District, at the address listed below. Proposals must be received by the District by the time specified in Section 6.1 hereof. Proposals by email or fax will not be accepted.

5.3.6.2. Please be advised that United States Postal Service (USPS) Express and Priority service classes, are delivered to the District once daily. Accordingly, in order for a submission to be received by the office of the District when the services of the USPS are used, a proposer or bidder is responsible for ensuring that their submittal is transmitted in such manner as necessary for the USPS to receive, sort, and deliver to the District the submittal due date and time.

5.3.6.3. When using the USPS or any other mail delivery services, it is the sole responsibility of the Proposer to ensure that Proposals are received by the District by the due date and time. The District shall not be responsible for delays caused by any occurrence. All Proposals shall be mailed or delivered to the office of the District at the address listed below. Sealed Proposals are to be addressed as follows:

Cedar Key Water and Sewer District  
510 3<sup>rd</sup> Street  
Cedar Key, Florida 32625

**SECTION 6.0. PROPOSAL DUE DATE AND TIME, OPENING**

**6.1. Proposal Due Date:** Sealed proposals must be received by Alicia M. Johns, or her designee, 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625, not later than 3:00 pm, eastern standard time, 510 3<sup>rd</sup> Street, Cedar Key, Florida 32625 on September 14, 2022. Proposals received after this date and time will not be considered.

**6.2. Public Opening:** Proposals will be opened and announced publicly at the District’s Office located at 510 3<sup>rd</sup> Street, Cedar Key, Florida, on the due date and time as specified in Section 3.0 hereof. The public may attend the public opening, but may not immediately review any Proposals submitted. The names of Proposers only will be read aloud at the time of opening. Pursuant to Section 119.071(1)(b), Florida Statutes, all Proposals submitted shall be subject to review as public records upon notice of an intended award pursuant to this RFQ (or a reissued RFQ covering the same services) or thirty (30) days from opening, whichever is earlier. Unless a specific exemption exists, all documents submitted will be released pursuant to a valid public records request.

**6.3. Validity:** All Proposals shall remain valid for a period of ninety (90) days from the date of the public opening and may be extended beyond that time by mutual agreement.

**SECTION 7.0. EVALUATION OF PROPOSALS AND SELECTION PROCESS**

**7.1.** Proposals in response to this RFQ that satisfy the required qualifications and are deemed to be responsive and responsible shall be ranked by the Board. The Board may utilize other District staff and/or consultants who are not members to advise and assist the Board in its review of the Proposals.

**7.2.** In ranking proposals the Board shall evaluate the proposals on the basis of the information provided by the Proposer, and rank each proposal for compliance with the qualifications of each Proposer and compliance with the mandatory requirements of the RFQ.

**7.3.** Responses to this RFQ not meeting the requirements specified herein will be considered non-responsive or not responsible, as applicable. The District reserves the right to reject any and all responses or waive any minor irregularity or technicality in responses received. Proposers are cautioned to make no assumptions unless their response has been deemed responsive.

**7.4.** The Board will evaluate the Proposals that are responsive to the requirements of this RFQ using the following weighted criteria listed in order of importance:

<b>CRITERIA</b>	<b>MAXIMUM POINTS</b>
a. Executive Summary (Tab 1)	10
b. Ability of Personnel (Tab 2)	30
c. Experience of Firm and References (Tab 3)	30
d. Availability of Workload (Tab 4)	20
f. Oral Presentations (if required)	10
<b>Total</b>	<b>100 (90 if no Oral Presentations Required)</b>

**7.5.** At its discretion, the Board may invite Proposers to provide oral presentations to the Board. At the conclusion of oral presentations, the Board will add in points for criteria f. and may also adjust points previously awarded for criteria a.- e. based upon information and clarifications received during the oral presentations. The District makes no commitment to any Proposer to this RFQ beyond consideration of the written response to this RFQ. All Proposers will be notified of the shortlisted and non-shortlisted Proposers as well as the date, time and location of oral presentations. The District will not be liable for any costs incurred by the Proposer in connection with such interviews, presentations or negotiations.

**7.6** In the event of a tie between two or more Proposals, if one Proposer is a State Certified MBE, they will receive the higher ranking.

**7.7.** It is anticipated that the District will approve entering into competitive negotiations with the top ranked firms in order of precedence in accordance with Section 287.055, Florida Statutes. The award and competitive negotiation of the Contract will be in accordance with and Section 287.055, Florida Statutes. It's anticipated that the District may enter into the Contract with one or more Proposers.

**7.8.** Individual Board members will be removed from the Board if unable to participate in all reviews, and scoring will be based on scores of the remaining Board members.

**7.9.** The District and the Board reserves the right to request that the Proposer provide additional information it deems necessary to evaluate, clarify, or substantiate any area contained in each submitted Proposal and to more fully meet the needs of the District, Moreover, the District reserves the right to make investigations of the qualifications of the Proposer as it deems necessary, including, but not limited to, a criminal background investigation.

**7.10** Reserved Rights: The District, at its sole and absolute discretion, reserves the right to reject any and all, or parts of any and all proposals, to re-advertise this solicitation, postpone or cancel, at any time, this solicitation process, or to waive minor irregularities and informalities in this RFQ or in the proposal received as a result of this RFQ. The District does not guarantee the award of any contract as a result of this solicitation process.

## **SECTION 8.0. INTENT TO AWARD AND CONTRACT EXECUTION**

**8.1.** The District reserves the right to incorporate the successful proposal into the Contract. Failure of a firm to accept this obligation may result in the cancellation of the award.

**8.2** The construction, interpretation, and performance of this RFQ, and all transactions under it shall be governed by the laws of the State of Florida. The Contract shall include all terms and conditions of this RFQ, any addenda, response, and the contract issued as a result of this RFQ.

**8.3.** The selected Proposer will be required to assume responsibility for all services offered in the proposal. The District will consider the selected firm to be the sole point of contact with regard to contractual matters, including payment on any or all charges.

**8.4.** The Notice of Intent to Award and contracting will proceed pursuant to Section 287.055, Florida Statutes. The District does not guarantee that it will be able to come to terms on a contract with Proposer(s) and all such negotiations shall be at the Proposer's risk and expense.

**8.5.** Unless such time is extended by the District, the successful Proposer shall, within thirty (30) calendar days after Notice of Award is issued, sign and enter into a contract with the District, and shall simultaneously provide any required bonds, indemnities and insurance certificates.