# **NOTICE AND AGENDA**

# CEDAR KEY WATER & SEWER DISTRICT 510 THIRD STREET, CEDAR KEY, FL 32625

# REGULAR MEETING June 8, 2020, 5:00 P.M.

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

- 1. Call to order.
- 2. Pledge and Prayer.
- 3. Adoption of Agenda.
- 4. Swearing in of re-elected Board members.
- 5. Public Input.
- 6. Approval of minutes of May 11, 2020. (1-5)
- 7. Financial Reports: Balance Sheet; Budget Report, Checkbook Activity, Past Due Accounts Report; Employee Leave. (6-15).
- 8. Bill Adjustment Requests
  - Robert Murphy (16-20)
  - Jordan Keeton (21-23)
  - Luke Sresovich (24-28)
- 9. General Manager Report. (29)
- 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 May 11, 2020

Board Members Present: Joe Hand, Stephen Rosenthal, Dottie Haldeman, Chris Reynolds, and Leslie Sturmer.

Others Present: John McPherson, Jim Wortham, Mack Cox, Jan Childers, Clay Childers.

- 1. Meeting called to order at 5:00 p.m. by Stephen Rosenthal, Chair.
- 2. Pledge and Prayer.
- 3. Adoption of Agenda. **Motion** by Leslie Sturmer to adopt the agenda as presented. **Second** by Dottie Haldeman. Passed by a vote of 5-0.
- 4. Public Input. Public input was requested but none was provided.
- 5. Approval of Minutes. **Motion** by Joe Hand to accept the minutes of the regular meeting of March 9, 2020. **Second** by Dottie Haldeman. Passed by a vote of 5-0.
- 6. Financial Reports. Budget, Balance Sheet, Checkbook Activity, Past Due Accounts, and Employee Leave reports were presented for review. **Motion** by Leslie Sturmer to accept the financial reports as presented. **Second** by Dottie Haldeman. Passed by a vote of 5-0.
- 7. General Manager Report.
  - a. Water Plant. The GM reported that the District has completed testing of two different methods for using granulated activated carbon (GAC) to reduce DBP levels:
    - Following up on the two-stage ion exchange test recently done, GAC was added to that treatment train with the following lab results:



# 2-STAGE ION EXCHANGE (IE) PLUS GRANULATED ACTIVATED CARBON (GAC) FILTRATION

Test conducted: 3/12/20

Sample Location	TTHM POTENTIAL	Note
Influent to Column 1 IE	604.84	Miex off; After accelator and sand filters
Effluent from Column 1 IE	102.90	Same; plus Column 1 Ion Exchange
Effluent from Column 2 IE	66.65	Same; plus Column 1 and 2 Ion Exchange
Effluent from GAC Filtration	23.45	Same; plus Column 1 and 2 Ion Exchange, plus GAC

• Pursuant to a recommendation from the Florida Rural Water Association, we tested a GAC treatment process that has shown good results for the City of Palatka in lowering DBP levels. That test involved injecting a high dose of chlorine at the wells to maximize DBP creation early in the process, and then running that high-DBP water through the usual treatment process followed by GAC filtration. He reported that the test was run offline with none of the high DBP water going out into the system. The following test results were received:

EARLY CHLORINATION PLUS GAC (Palatka Approach) Test conducted: 4/1/20				
Sample Location	HAA5 POTENTIAL	TTHM POTENTIAL	Note	
GAC Influent	214.41	373.33	Chlorination at wells; After Miex, accelator, sand filters	
GAC, Effluent	3.51	20.45	Same, plus GAC	

The GM reported that, as can be seen from the tables, the results for the "Palatka Approach" were very promising, as they have been in Palatka, and that, based on these results, information is being collected on the cost of the GAC filtration units and their operating costs with the hope of quickly moving towards installing GAC units at the existing plant, with those units then being moved for use at the new plant. The GM reminded the Board that the District has State grant funds that could be used for the purchase of the GAC units.

The GM further reported that in the meantime, DEP sent a revised consent order that follows on the conclusion of the chlorine dioxide testing. The GM went over the provisions of the draft consent order with the Board. **Motion** by Dottie Haldeman to

authorize the general manager to execute the consent order as proposed by DEP. **Second** by Chris Reynolds. Passed by a vote of 5-0.

The GM finally noted that DBP testing for the second quarter of this year took place on May 6, and that the public notice for the 1<sup>st</sup> quarter had been published in the Chiefland Citizen.

b. Cell Service. The GM reminded the Board that the District has received draft lease agreements from Verizon—one for the tower and one for the ground space, and that it is Verizon's position that the City needs to be a party to the ground lease. He stated that he is working with the city attorney in reviewing these leases, and that when the outstanding issues are worked out he will go ahead and sign the leases based on prior authorization of the Board.

The GM also reported that "Access Agreements" for the ground area and the tower had been received from Verizon and he and the City Attorney were able to negotiate needed changes to these agreements with Verizon and the modified agreements have been executed and sent back to Verizon.

- c. Internet Service: The GM reported that, although delayed due to virus issues, WiFiber plans on moving ahead with its test of providing internet service by way of transmitters on the water tower. He reported that there has been some delay on this due to changes being made to WiFiber's tower facilities in Chiefland.
- d. *Election:* The GM reminded the Board that the incumbant candidates for Seats 1, 3, and 5 were the only candidates to qualify so no election was held, and that the swearing in will be held at the June meeting.
- e. Health and Life Insurance Renewal. The GM reported that it is time to decide on renewal of the health insurance policy with Brown and Brown and Florida Blue. He reported that there will be the usual premium increases as shown on the comparison of existing and renewal prices provided to the Board. He related to the Board that the employees are all happy with the policy, and he recommended staying with the existing policy for the coming year. Motion by Dottie Haldeman to renew of the existing health insurance policy with increase rates as quoted by Florida Blue. Second by Leslie Sturmer. Passed by a vote of 5-0.

The GM reported that the increased rate for the employee life insurance policy was insignificant and recommended renewal. **Motion** by Chris Reynolds to renew the existing life insurance policy with increased rates as quoted by Florida Blue. **Second** by Dottie Haldeman. Passed by a vote of 5-0.

f. *General Manager Position:* The GM reminded the Board that a contract had been entered into with Robin Bain to provide services to the district. He reported that to date Ms. Bain has provided good service to the District with regard to several wastewater issues, but that, unfortunately, Ms. Bain has taken a full time position in Naples,

Florida, so that her service to the District will be coming to an end, subject to her availability to do consulting work on specific issues.

- g. Covid 19. The GM reported that consistent with the general re-opening in Cedar Key, the District office re-opened on May 5, with the following precautions being taken:
  - Only one customer at the front counter at a time.
  - Alicia and Ann are to wear masks when dealing with customers.
  - The counter and doorknob are disinfected after every visit by a customer.

The Board suggested that additional steps be taken to keep customers at a distance from Alicia at the front desk.

He reported that James, Billy and Gabe have worked normal onsite hours and have kept things running as usual. He reported that Ann and Alicia are working a combination of office hours and work-at-home hours and are being paid for a full 40-hour week. He stated that the District has continued with the cessation of all discretionary expenditures until such time as the shut down's impact on revenues can be determined, and that so far the impact on revenues has not been substantial:

February Gross Billings: \$61,227 March Gross Billings: \$73,820 April Gross Billings: \$69,600

The GM also reported that two sets of wastewater samples had been taken for testing for the Covid 19 virus by the University of Florida, and that no results have yet been reported. The Board asked the GM to encourage UF to continue weekly testing.

- h. *MOU Agreement with City*. The GM presented a proposed Memorandum of Understanding with the City relating to water and fire hydrants. He reviewed the provisions with the Board and recommended approval as it simply re-stated current practices between the City and the District, and was consistent with the 1973 lease between the City and the District. **Motion** by Chris Reynolds to authorize the General Manager to execute the MOU with the City as presented. **Second** by Joe Hand. Passed by a vote of 5-0.
- g. Wastewater Treatment Plant. The GM reported that as required by the WWTP permit renewal, railings had been installed around the clarifiers, and that consultants are looking at the concrete cracking issues.
- h. *Licensing*. The GM reported that Gabe Doty had completed his course work for a Wastewater C license, and will be taking the test soon.
- 8. Commissioner Comments: None.
- 9. Public Input: Public input was requested, but none was provide.



Stephen B. Rosenthal, Chairperson	Leslie Sturmer, Commissioner &
	Secretary of the Board

# Cedar Key Water & Sewer District Balance Sheet

As of May 31, 2020

May 31, 20

ASSETS	
Current Assets	
Checking/Savings	
Unrestricted Cash Funds	
100 - Operating Account	16,489.55
102 Petty Cash	175.00
113.3 Unrestricted Savings	2,015.26
Total Unrestricted Cash Funds	18,679.81
Restricted Cash Funds	
103.1 Security Deposit	12,401.02
114.00 RD Payment	32,000.00
114.02 RD RESERVE ACCOUNT	34,364.00
Total Restricted Cash Funds	78,765.02
Total Checking/Savings	97,444.83
Other Current Assets	
134 - Accounts Receivable	85,506.36
135 - Allowance for A/R	-17,550.00
160 - Inventory & Materials	36,966.00
170 · Utility Deposit	141.19
Total Other Current Assets	105,063.55
Total Current Assets	202,508.38
Fixed Assets	
301 - Land	125,195.95
302 - Other Improvements	2,275,950.23
304 - Plant and Equipment	7,530,935.97
306 - Other Equipment	117,452.81
307 - Sewer Machinery	158,704.72
308 - Computer S/W	9,540.64
309 - Vehicles	110,495.02
311 - Less Accum Depreciation	-5,734,852.43
Total Fixed Assets	4,593,422.91
Other Assets	
311 · Construction in Progress	
315.25 · CIP-WW Lines 3 bridges-District	125,019.87
315.00 · CIP-WW lines 3 bridges-SRWMD	95,000.00
312 · CIP-SRF Project	140,250.00
313 · CIP - SRF District Match	26,000.00
313.25 · CIP - Special Legislative 38091	166,661.36
313.50 · CIP - (Sp Leg 38091) District	20,702.94
Total 311 · Construction in Progress	573,634.17
Total Other Assets	573,634.17
TOTAL ASSETS	5,369,565.46

Current Liabilities

Liabilities

# Cedar Key Water & Sewer District Balance Sheet

As of May 31, 2020

May 31, 20

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Other Current Liabilities	
403- Emplo Ret Con Payabale	-1,509.66
407-01 SS Tax Payable	655.46
408 - Sales Tax Payable	117.96
411 - Deferred Revenue	9,802.39
450 · Fed. Income Taxes Payable	1,024.42
482 - Accrued Int Pay	2,425.27
483 · Accrued Compensated Absences	15,775.00
484 -Security Deposit Payable	12,401.02
Total Other Current Liabilities	40,691.86
Total Current Liabilities	40,691.86
Long Term Liabilities	
460 · N/P-Rural Development	1,110,000.00
500 - Accrd Compen Absences-LT	8,373.00
Total Long Term Liabilities	1,118,373.00
Total Liabilities	1,159,064.86
Equity	
598 · Restricted for Debt Service	29,462.00
3900 · Retained Earnings	62,783.49
599 · Investment in Capital Assets -	4,057,057.08
Net Income	61,198.03
Total Equity	4,210,500.60
TOTAL LIABILITIES & EQUITY	5,369,565.46

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

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		Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
Ordinary Income/Expense					
Income					
300 - Income					
305 - Water Charge		293,386.87	459,000.00	-165,613.13	63.92%
310 - Sewer Charges		246,142.64	402,000.00	-155,857.36	61.23%
315 - Ad Valorem Tax	:				
315.100 · Ad Valo	orem	186,473.16	213,000.00	-26,526.84	87.55%
315 - Ad Valorem	Tax - Other	9,955.60	0.00	9,955.60	100.0%
Total 315 - Ad Valore	m Tax	196,428.76	213,000.00	-16,571.24	92.22%
325 · Penalties		1,576.77	2,500.00	-923.23	63.07%
330 - Earned Interest		8.52	20.00	-11.48	42.6%
335 · New Meter Char	ges	1,000.00	1,000.00	0.00	100.0%
340 - Rent		4,740.84	16,500.00	-11,759.16	28.73%
350 - Misc Income		11,782.71	3,500.00	8,282.71	336.65%
360 · Carry Forward		0.00	50,000.00	-50,000.00	0.0%
365. Meter Installation	n Fee	480.00	1,000.00	-520.00	48.0%
382 - Grant - Legislati	ve 2016	21,814.83	50,000.00	-28,185.17	43.63%
386 - Grant SRWMD	2018	0.00			
Total 300 - Income		777,361.94	1,198,520.00	-421,158.06	64.86%
Total income		777,361.94	1,198,520.00	-421,158.06	64.86%
Gross Profit		777,361.94	1,198,520.00	-421,158.06	64.86%
Expense					
500 · GENERAL AND ADM	INISTRATIVE				
510 · Payroll					
510.01 · Salaries		173,229.22	232,522.00	-59,292.78	74.5%
510.02 · Social Se	ecurity/Medicare	12,996.08	17,787.00	-4,790.92	73.07%
510.03 · Retireme	nt	19,461.42	29,174.00	-9,712.58	66.71%
510.04 · Health, D	ental & Life Ins	35,748.92	51,400.00	15,651.08	69.55%
510.05 · Workers	Comp.	5,789.97	8,000.00	-2,210.03	72.38%
Total 510 · Payroll		247,225.61	338,883.00	-91,657.39	72.95%
520 · Office					
520.01 · Supplies		1,722.21	2,000.00	-277.79	86.11%
520.02 · Postage	& Shipping	3,112.70	4,500.00	-1,387.30	69.17%
520.03 · Copier, C	omputer, Billing, Etc.	3,486.77	6,000.00	-2,513.23	58.11%
520.04 · Printing a	and Copying	669.90	1,500.00	-830.10	44.66%
Total 520 · Office		8,991.58	14,000.00	-5,008.42	64.23%
530 · Utilities					
530.01 - Fuel For	Equipment	3,913.90	6,500.00	-2,586.10	60.21%
530.02 · Solid Was	ste Disposal	1,129.52	2,250.00	-1,120.48	50.2%
530.03 · Telephon	e	6,656.34	8,000.00	-1,343.66	83.2%
530 · Utilities - Otl	ner	0.00			
Total 530 · Utilities		11,699.76	16,750.00	-5,050.24	69.85%
540 · Professional Fee	S				
540.01 · Audit & A	ccounting	16,250.00	18,000.00	-1,750.00	90.28%

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

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	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
540.02 · Management/Legal	35,000.00	60,000.00	-25,000.00	58.33%
540.03 · Property Appraiser's Fee	0.00	6,000.00	-6,000.00	0.0%
540.05 · Tax Collector Fees	4,332.42			
540.04.Water/Wastwater Operator	7,108.50	5,000.00	2,108.50	142.17%
Total 540 · Professional Fees	62,690.92	89,000.00	-26,309.08	70.44%
550 - General Repair & Maint				
550.01 · Vehicle	1,907.92	25,000.00	-23,092.08	7.63%
550.02 · Equipment and Tools	58,021.78	52,000.00	6,021.78	111.58%
550.03 · Building	2,725.79	2,000.00	725.79	136.29%
550.04 · Supplies	620.51	2,500.00	-1,879.49	24.82%
550.05 · New Tools	188.90	4,000.00	-3,811.10	4.72%
Total 550 - General Repair & Maint	63,464.90	85,500.00	-22,035.10	74.23%
560 · Other				
560.01 · Property/Liability Ins.	43,314.00	43,300.00	14.00	100.03%
560.02 · Election Expenses	0.00	1,000.00	-1,000.00	0.0%
560.03 · Continuing Education	347.00	1,800.00	-1,453.00	19.28%
560.04 · Annual Fees & Dues	1,877.00	2,000.00	-123.00	93.85%
560.05 · Ads and Publications	216.56	750.00	-533.44	28.88%
560.06 · Miscellanous	2,594.66	2,000.00	594.66	129.73%
560.07 · Contingency	0.00	16,012.00	-16,012.00	0.0%
Total 560 · Other	48,349.22	66,862.00	-18,512.78	72.31%
Total 500 · GENERAL AND ADMINISTRATIVE	442,421.99	610,995.00	-168,573.01	72.41%
600 · DIRECT WATER EXPENSES				
610 · Chemicals and Filters				
610.01 · Chemicals	48,308.98	60,000.00	-11,691.02	80.52%
610.02 · Miex Resin	18,498.87	36,000.00	-17,501.13	51.39%
610.03 · Twin Oxide Inst., Rent,Chemical	777.96	74,000.00	-73,222.04	1.05%
610.04 · RO Filters and Membranes	0.00	0.00	0.00	0.0%
610 · Chemicals and Filters - Other	0.00	0.00	0.00	0.0%
Total 610 · Chemicals and Filters	67,585.81	170,000.00	-102,414.19	39.76%
620 - Laboratory	07,000101	,		
620.01 · In House Lab	1,355.62	1,000.00	355.62	135.56%
620.02 · Outside Lab	4,784.00	2,500.00	2,284.00	191.36%
620.03 · Instrument Calibration	0.00	3,500.00	-3,500.00	0.0%
Total 620 - Laboratory	6,139.62	7,000.00	-860.38	87.71%
630 - Regulatory	-,	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,		
630.01 · Permits	0.00	1,000.00	-1,000.00	0.0%
Total 630 - Regulatory	0.00	1,000.00	-1,000.00	0.0%
640 · Repairs and Maintenance		.,	.,	
640.01 · Piping and Distribution	3,513.33	20,000.00	-16,486.67	17.57%
640.02 · Equipment	30,935.17	15,000.00	15,935.17	206.23%
640.03 · Building & Grounds	405.53	3,000.00	-2,594.47	13.52%
640.04 · Water Tower Maintenance	14,233.50	35,500.00	-21,266.50	40.09%
640.05 · Generators Annual Mainte	250.00	2,250.00	-2,000.00	11.11%

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

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	Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
Total 640 · Repairs and Maintenance	49,337.53	75,750.00	-26,412.47	65.13%
650 · Utilities				
650.01 · Electric	11,757.42	20,000.00	-8,242.58	58.79%
650.02 · Propane	0.00	600.00	-600.00	0.0%
650.03 · Telephone	738.86	3,500.00	-2,761.14	21.11%
Total 650 · Utilities	12,496.28	24,100.00	-11,603.72	51.85%
660 · Other				
660.01 · Professional Fees	560.00			
660.04 Prof. Fees- Water Plant	26,306.40			
660.05 Pilot Study- Water Plant	2,500.00			
660.20 . Contingency	0.00	20,000.00	-20,000.00	0.0%
Total 660 · Other	29,366.40	20,000.00	9,366.40	146.83%
680 ⋅ Loans				
680.05 · RD - Water System Interest	0.00	31,000.00	-31,000.00	0.0%
680.06 · RD - Water System Principal	0.00	17,000.00	-17,000.00	0.0%
Total 680 - Loans	0.00	48,000.00	-48,000.00	0.0%
Total 600 · DIRECT WATER EXPENSES	164,925.64	345,850.00	-180,924.36	47.69%
700 · DIRECT WASTEWATER EXPENSES				
710 · Chemicals and Filters				
710.01 · Chemicals	16,791.27	30,000.00	-13,208.73	55.97%
710 · Chemicals and Filters - Other	0.00	0.00	0.00	0.0%
Total 710 · Chemicals and Filters	16,791.27	30,000.00	-13,208.73	55.97%
720 · Laboratory				
720.01 · In House Lab	692.95	1,500.00	-807.05	46.2%
720.02 · Outside Lab	9,973.52	13,000.00	-3,026.48	76.72%
720.03 · Instrument Calibration	-384.00	3,600.00	-3,984.00	-10.67%
Total 720 · Laboratory	10,282.47	18,100.00	-7,817.53	56.81%
730 · Regulatory				
730.01 · Permits	200.00	200.00	0.00	100.0%
730.02 · Biosolids Hauling	37,800.00	50,000.00	-12,200.00	75.6%
Total 730 · Regulatory	38,000.00	50,200.00	-12,200.00	75.7%
740 · Repairs Maintenace Other				
740.01 · Piping & Distribution	4,525.72	6,000.00	-1,474.28	75.43%
740.02 · Equipment	6,916.74	25,000.00	-18,083.26	27.67%
740.03 · Building and Grounds	3,633.66	60,000.00	-56,366.34	6.06%
740.04 · Generator-Annual Maintenance	475.00	1,375.00	-900.00	34.55%
Total 740 · Repairs Maintenace Other	15,551.12	92,375.00	-76,823.88	16.84%
750 · Utilities				
750.01 · Electric	17,327.66	30,000.00	-12,672.34	57.76%
750.02 · Propane	0.00	1,000.00	-1,000.00	0.0%
Total 750 · Utilities	17,327.66	31,000.00	-13,672.34	55.9%
760 · Other				
760.01 · Professional Fees -WWTP Permit	0.00	20,000.00	-20,000.00	0.0%
760.02 · Contingency	0.00	0.00	0.00	0.0%
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# **Cedar Key Water & Sewer District** 2019 & 2020 Profit & Loss Budget vs. Actual

October 2019 through May 2020

			6/10
Oct '19 - May 20	Budget	\$ Over Budget	% of Budget
0.00	20,000.00	-20,000.00	0.0%
10,863.76			
10,863.76			
108,816.28	241,675.00	-132,858.72	45.03%
716,163.91	1,198,520.00	-482,356.09	59.75%
61,198.03	0.00	61,198.03	100.0%
61,198.03	0.00	61,198.03	100.0%

1-19

	Oct '19 - May 20	Budget	\$ Over E
Total 760 · Other	0.00	20,000.00	-20,
770 · Capital Expenditures			
770.01 · Bridge 1,2,3 Drills	10,863.76		
Total 770 · Capital Expenditures	10,863.76	,	
Total 700 · DIRECT WASTEWATER EXPENSES	108,816.28	241,675.00	-132,
Total Expense	716,163.91	1,198,520.00	-482,
Net Ordinary Income	61,198.03	0.00	61,
Net Income	61,198.03	0.00	61,

# Cedar Key Water & Sewer District Monthly Checkbook Activity As of May 31, 2020

Date	Num	Name	Memo	Amount
,,	()			
05/01/2020	29178	Doty, Gabrial T	Pay Check	-441.25
05/01/2020	29179	McCain, James E.	Pay Check	-930.40
05/01/2020	29180	Richburg, Margaret A.	Pay Check	-579.61
05/01/2020	Bankdraf	t EFTPS	59-1156008	-1,062.20
05/01/2020		Deposit	#704001	55.70
05/04/2020		Deposit	#283001	70.43
05/06/2020	29181	CHASE CARD SERVICES	Account #4266841503723536 A/C for Water Pla	-405.53
05/06/2020	29182	Bain Engineering LLC	Engineering	-2,177.50
05/06/2020		Deposit	#234001	55.30
05/07/2020	29183	McCain, James E.	Pay Check	-1,187.78
05/07/2020	29184	Johns, Alicia M.	Pay Check	-433.62
05/07/2020		Deposit	Deposit	8,843.71
05/07/2020		Deposit	#404001	56.97
05/08/2020	29185	Doty, Gabrial T	Pay Check	-564.34
05/08/2020	29186	Quinn, William M.	Pay Check	-646.95
05/08/2020	29187	Richburg, Margaret A.	Pay Check	-579.61
05/08/2020	29191	Haldeman, Hattie B.	Pay Check	-369.40
05/08/2020	29192	Hand, Joseph G.	Pay Check	-369.40
05/08/2020	29193	Reynolds, Chris	Pay Check	-369.40
05/08/2020	29194	Rosenthal, Stephen B.	Pay Check	-369.40
05/08/2020	29195	Sturmer, Leslie N.	Pay Check	-369.40
05/08/2020			Deposit	10,053.73
05/08/2020	BankDraft	EFTPS	59-1156008	-1,366.76
05/08/2020		Deposit	#904001	240.80
05/11/2020		Deposit	Deposit	3,881.89
05/13/2020	29196	Doty, Gabrial T	Pay Check	-594.58
05/13/2020	Bankdraft	Transfer	RD Payment	-4,902.00
05/14/2020	29197	Central FL Electric	Electrict 04/2020	-3,752.47
05/14/2020	29198	Marina Hardware At Cedar Key, Inc.	Invoice No & Account No: 220 04/2020	-278.79
05/14/2020	29199	Johns, Alicia M.	Pay Check	-433.62
05/14/2020	29200	McCain, James E.	Pay Check	-817.01
05/14/2020	29201	Quinn, William M.	Pay Check	-736.77
05/14/2020	29202	Richburg, Margaret A.	Pay Check	-579.62
05/14/2020		Deposit	Deposit	8,490.22
05/14/2020		Deposit	Deposit	299.00
05/14/2020	Bankdraft	EFTPS	59-1156008	-991.52
05/14/2020	Bankdraft	Wex Bank Marathon Fleet	Fuel Invoice 65224690 April 2020	-365.55
05/14/2020	29203	Aqua Pure Water & Sewerage Service , LLC	Invoice No:84120 April 2020	-3,339.00
05/14/2020	29204	A-Able Septic-Sewer Service, Inc.	Invoice NO:47051 5/04/20 47167 5/14/202	-4,200.00
05/14/2020	29205	AT&T	Invoice No: Account No:352-543-5285-938-1989	-706.01
05/14/2020	29206	DIGITAL DEPLOYMENT	Invoice No:103215 01/20 105057 05/20	-400.00
05/14/2020	29207	Egis Insurance Advisors, LLC	Invoice No: 10699 5/2020	-510.00
05/14/2020	29208	Florida Rural Water Asso.	VOID: Invoice No: 3352 4/27/20	0.00

# Cedar Key Water & Sewer District **Monthly Checkbook Activity**

As of May 31, 2020

Date	Num	As of May 31,	Memo	Amount
05/14/2020	29209	Gator Works Computing	Backup, Invoice 19-22533 , 19-22570 04/2020	-723.44
05/14/2020	29210	Hawkins, Inc.d/b/a Dumont	Invoice #4707159,4707160,4713884,4713146,4	-5,645.22
05/14/2020	29211	John K. McPherson. P.A.	Management, Invoice No: 814 4/2020	-5,000.00
05/14/2020	29212	Verizon Wireless	Cell Phones, Invoice No: 9853194846	-95.42
05/14/2020	29213	Verizon Wireless	Cell Phones, Invoice No: 98532144020	-107.47
05/14/2020	29214	VISA	Invoice No 9274	-102.85
05/14/2020		Deposit	Deposit	98.64
05/15/2020		Deposit	Deposit	56.61
05/18/2020		Deposit	224001 M. Williams labor on Pump Station 130.	. 130.00
05/18/2020		Deposit	New Meter, Meter Installation James Fleming	420.00
05/18/2020		Deposit	Deposit	57.84
05/18/2020		Deposit	Deposit	210.69
05/18/2020		Deposit	Deposit	8,592.88
05/19/2020		Deposit	#920001	56.79
05/20/2020	29215	Johns, Alicia M.	Pay Check	-433.62
05/21/2020	29216	Quinn, William M.	Pay Check	-871.46
05/21/2020	29217	Doty, Gabrial T	Pay Check	-441.25
05/21/2020	29218	McCain, James E.	Pay Check	-966.71
05/21/2020	29219	Richburg, Margaret A.	Pay Check	-579.61
05/22/2020	Bankdraft	EFTPS	59-1156008	-1,062.24
05/22/2020	29220	Chiefland Citizen Landmark, Comm. Newspap	: Invoice No: 24-000485 September 2019	-101.56
05/22/2020	29221	Hawkins, Inc.d/b/a Dumont	Invoice No: 4714792	-2,496.07
05/22/2020	29222	Konica Minolta Business Solutions	Maintenance, Invoice No: 265783259 4/30/2020	-80.72
05/22/2020	29223	NAPA Guif Coast Parts, LLC	Account # 1999 04/2020	-165.37
05/22/2020	29224	Quill Corporation	Invoive No. 5128701 2/28/2020	-339.99
05/22/2020	29225	Sunstate Meter & Supply, Inc.	Invoice No: 73048	-190.00
05/22/2020	Bankdraft	City Of Cedar Key	Solid Waste	-141.19
05/22/2020	29226	Carr, Riggs & Ingram, LLC	Financial Statement Audit for the year ended St	-7,000.00
05/26/2020		Deposit	Deposit	408.66
05/26/2020		Deposit	Levy County Housing Corner 4th St. SR 24	420.00
05/26/2020		Deposit	Deposit	864.89
05/26/2020		Deposit	Deposit	18,915.01
05/26/2020		Deposit	Deposit	8,727.12
05/26/2020	29227	City Of Cedar Key	Re-fund for Solid Waste for the State of Florida	-31.69
05/26/2020	Bankdraft	Transfer	RD Payment	-13,175.00
05/27/2020		Deposit	#402001	49.82
05/27/2020		Deposit	#171001	49.87
05/27/2020	29228	Johns, Alicia M.	Pay Check	-433.61
05/27/2020	29229	McCain, James E.	Pay Check	-1,192.79
05/27/2020	29230	Ann Richburg	Reimbursement Request mileage to Ocala	-84.68
05/28/2020	29231	Doty, Gabrial T	Pay Check	-584.83
05/28/2020	29232	Quinn, William M.	Pay Check	-646.96
05/28/2020	29233	Richburg, Margaret A.	Pay Check	-579.61
05/28/2020	Bankdraft	Blue Cross Blue Shield of FL	Group:90866 45000238764 May, June	-8,400.92
05/29/2020		Deposit	Deposit	181.84

# Cedar Key Water & Sewer District Monthly Checkbook Activity As of May 31, 2020

	Date	Num	Name	Memo	Amount
05/	/29/2020		Deposit	Deposit	5,147.55
05/	/29/2020		Deposit	Deposit	63.64
05/	/29/2020	Bankdraft	EFTPS	59-1156008	-1,067.64
05/	/29/2020	29234	Transamerica Employee Benefits	33859	-70.10
05/	/29/2020	29235	DAVISVISION	90866	-79.26
05/	/29/2020	29236	AFLAC	ATF27	-1,009.46
05/	29/2020		AT & T MOBLITY	287283253088	-47.00
05/2	29/2020	29237	AT & T MOBLITY	287283253088	-23.50
05/2	29/2020	29238	FERGUSON ENTERPRISES LLC #3326	Invoice No: 1813046-1 4/30/2020	-7,182.35
05/2	29/2020	Bankdraft	FMP,TF Pension Service	Retirement May 2020	-3,275.01
05/2	29/2020	29239	US Postmaster	780pieces @ \$0.35 = \$273.00	-273.00
					-23,031.49
					-23,031.49
TOTAL					-23,031.49

# Cedar Key Water & Sewer District Sick and Annual Leave Balances

May 31, 2020 Amount Used 2020

Employee	Sick Available	Sick Used	Vacation Available	Vacation Used
Doty, Gabrial T	48:00	32:00	64:20	8:00
Johns, Alicia M.	51:27	31:30	47:16	50:00
McCain, James E.	1223:30	27:00	169:19	73:30
Quinn, William M.	280:30	10:00	189:38	8:00
Richburg, Margaret A.	20:00	24:30	83:16	47:00

Adjustment Information

Date Requested:

5/27/2020

Month of Service:

Mar-20

Metered Usage: Am't Billed (W&S):

4,820 Gal \$78.62

Customer Name: Robert Murphy

Account No.: 373001

Service Address: 16550 Lighthouse Road

\*Previous 12 Months

Average W&S Usage: 1,923

gallons/Month

Justification: Broken water line between the meter and house.

	Water	Sewer
Base Charges:	\$25.00	\$24.00

Water U	sag	е		Adjusted S	ewer Usage	•
Gallons:		4,820		Gallons*:	1,923	
0 to 3K	@	\$2.50/K	\$7.50	0 to 3K @	\$2.03/K	\$3.90
3 to 6 K	@	\$4.70/K	\$8.55	3 to 6 K @	\$4.11/K	\$0.00
6 to 9 K	@	\$6.62/K	\$0.00	6 to 9 K @	\$5.96/K	\$0.00
9K+	@	\$8.57/K	\$0.00	9K+ @	\$7.81/K	\$0.00
		Total:	\$41.05		Total:	\$27.90

**Adjusted Water and Sewer, Total:** \$68.96



Adjustment Information

Date Requested: 5/27/2020 Month of Service: Apr-20

Metered Usage:

8,550 Gal Am't Billed (W&S): \$121.10

Customer Name: Robert Murphy

Account No.: 373001

Service Address: 16550 Lighthouse Road

\*Previous 12 Months

Average W&S Usage: 2,324

gallons/Month

Justification: Broken water line between the meter and house.

Base Cha	ırge	es:	<b>Water</b> \$25.00			<b>Sewer</b> \$24.00
3 to 6 K 6 to 9 K	ag @ @ @	\$2.50/K \$4.70/K \$6.62/K \$8.57/K Total:	\$7.50 \$14.10 \$16.88 \$0.00 \$63.48	Adjusted S Gallons*: 0 to 3K @ 3 to 6 K @ 6 to 9 K @ 9K+ @	\$2.03/K \$4.11/K \$5.96/K \$7.81/K	\$4.72 \$0.00 \$0.00 \$0.00 \$28.72

Adjusted Water and Sewer, Total:

\$92.20



Adjustment Information

Date Requested:

5/27/2020

Month of Service:

May-20

Metered Usage:

13,750 Gal

Am't Billed (W&S):

\$204.57

Customer Name: Robert Murphy

Account No.: 373001

Service Address: 16550 Lighthouse Road

\*Previous 12 Months

Average W&S Usage: 3,037

gallons/Month

Justification: Broken water line between the meter and house.

	Water	Sewer
Base Charges:	\$25.00	\$24.00

Water U	_	e		Adjusted S	Sewer Usag	e
Gallons:		13,750		Gallons*:	3,037	
0 to 3K	@	\$2.50/K	\$7.50	0 to 3K @	\$2.03/K	\$6.09
3 to 6 K	@	\$4.70/K	\$14.10	3 to 6 K @	\$4.11/K	\$0.15
6 to 9 K		\$6.62/K	\$19.86	6 to 9 K @	\$5.96/K	\$0.00
9K+	@	\$8.57/K	\$40.71	9K+ @	\$7.81/K	\$0.00
		Total:	\$107.17		Total:	\$30.24

**Adjusted Water and Sewer, Total:** 

\$137.41



Page Number:

# Usage Report

From: 04/01/2019 Through: 05/01/2020 Sorted By: Account Number

For 373001

Location No	Acct No.	Name			Servic	Service Address		Route					
Meter No.	Change Out Size	Service	Tran Date	Measure	Act Usage	Bill Usage	Adi Usage	Adi Amt	Charace	Prior	Prior	Current	Current
373001	373001	ROBERT MURPHY	URPHY		16550 LTG	16550 LIGHTHOUSE RD		10	and annual	Date	Nego	Date	Kead
14346400	5/8" METER	WATER	04/01/2019	Gallons	1490	1490	C		67.20	0,000,000,000	6		
14346400	5/8" METER	WATER	04/30/2019	Gallons	1600	1600	•	0.00	70.77	6107/07/70	2193 0	2193 03/18/2019	2342
14346400	5/8" METER		05/31/2010	Collons	1050	0001	0	0.00	27.89	03/18/2019	2342 0	2342 04/17/2019	2502
14346400	5/8" METER		02/15/2019	Gallolls	1950	1950	0	0.00	28.74	04/17/2019	2502 0	2502 05/20/2019	2697
14246400	S/OILYMETER		01/01/2019	Ciallons	220	220	0	0.00	24.53	05/20/2019	2697 0	2697 06/19/2019	2710
14240400	3/8" MEIER	WATER	07/31/2019	Gallons	0	0	0	00.0	24.00	01/06/10/901/90	0.0170	0100/21/2	1 6
14346400	5/8" METER	WATER	08/30/2019	Gallons	1260	1260	0	00:0	200.12	00/12/2019	0 61/2	6107/11/10 61/2	2719
14346400	5/8" METER	WATER	09/30/2019	Gallone	4620	1200	ο «	0.00	77.00	01/11//2019	2719 0	2719 08/19/2019	2845
14346400	5/8" METER		10/21/2010	Outlouis	050+	4030	0	0.00	38.72	08/19/2019	2845 0	2845 09/19/2019	3308
14346400	ALL MALLEN		10/21/2019	Gallons	1880	1880	0	0.00	29.70	09/19/2019	3308 10	3308 10/21/2019	3406
14240400	3/8" MEIER	WATER	12/03/2019	Gallons	0	0	0	0.00	25.00	10/21/2010	3406 1	2406 11/20/2010	, 4
14346400	5/8" METER	WATER	01/02/2020	Gallons	0	0	c	0000	00.00	11/00/00/10	1 0440	1/20/2019	3490
14346400	5/8" METER	WATER	02/02/2020	Gallone	0222	0565	> 0	0.00	72.00	6102/02/11	3496 0	3496 01/02/2020	3496
14346400	5/8" METER	WATER	03/02/2020	Callone	0136	0/5/	0	0.00	25.67	01/02/2020	3496 0;	3496 02/04/2020	4233
14346400	5/8" MFTER		03/30/3020	Callons	0/97	0/97	0	0.00	31.68	02/04/2020	4233 03	4233 02/20/2020	4500
14346400	AGTOM 8/2		03/30/2020	Callons	4820	4820	0	0.00	41.05	02/20/2020	4500 03	4500 03/18/2020	4982
DOPOTCH!	3/8 MEIEK	WAIEK	04/30/2020	Gallons	8550	8550	0	0.00	63.48	03/18/2020	4982 0	4982 04/20/2020	5837
Totals for Cus	Totals for Customer/Location/Service: 373001 / 373001 / WATER	: 373001 / 37300	)I / WATER		36,440	36,440	0						

470.14

0.00

0

36440

36440

Number of Locations Account/Location Combinations

Number of Accounts

WATER



# CEDAR KEY WATER AND SEWER DISTRICT

# REQUEST FOR BILL ADJUSTMENT

Date: 5/26	
Name: Robert Murphy	
Name on Account if Different:	
Physical Address of Account: 16550 Lighthouse Ed.	
Description of water loss including dates over which loss occurred:	
Such in line between meter and house	
Have you requested another adjustment over the prior 3 years? Yes No	
Signature Signature	
Submit:	
Mail: CKWSD, P.O. Box 309, Cedar Key, FL, 32625.	
Email: alicia@ckwater.org	
Fax: 866-278-7502 Hand: 510 3 <sup>rd</sup> Street, Cedar Key.	



Adjustment Information

Date Requested:

5/27/2020

Account No.: 837001

Customer Name: Jordan Keeton

May-20

Month of Service:

6,240 Gal

Service Address: 641 6th Street

Metered Usage: Am't Billed (W&S):

\$92.04

\*Previous 12 Months Average W&S Usage: 2,144

gallons/Month

Justification: Damaged water spigot was leaking and repaired.

	Water	Sewer
Base Charges:	\$25.00	\$24.00

Water U	sag	e		Adjusted S	Sewer Usage	9
Gallons:		6,240		Gallons*:	2,144	
0 to 3K	@	\$2.50/K	\$7.50	0 to 3K @	\$2.03/K	\$4.35
3 to 6 K	@	\$4.70/K	\$14.10	3 to 6 K @	\$4.11/K	\$0.00
6 to 9 K	@	\$6.62/K	\$1.59	6 to 9 K @	\$5.96/K	\$0.00
9K+	@	\$8.57/K	\$0.00	9K+ @	\$7.81/K	\$0.00
		Total:	\$48.19		Total:	\$28.35

**Adjusted Water and Sewer, Total:** 

\$76.54

# **Usage Report**

From: 05/01/2019 Through: 05/27/2020 Sorted By: Account Number

For 837001

Pocation 140	Acet No.	Name			Servic	Service Address		Route					
Meter No.	Out Size	Service	Tran Date	Measure	Act Heggs	Rill Hage	A 30 KI			Prior	Prior	Current	Current
837001	937001	CIT A NINION I			Part Castle	Dill Coage	Auj Usage	Adj Amt	Charges	Date	Read	Date	Read
TOO	TOO/ C0	SHANNON KEETON	EETON		641 6TH STREET	TREET		12					
14015256	5/8" METER	WATER	05/31/2019	Gallons	540	\$40	>						
14015256	5/8" METER	WATER	07/01/2019	Gallons	1720	170		0.00	23.31	04/17/2019	10369 0	10369 05/20/2019	10423
14015256	5/8" METER	WATER	07/21/2010	Callolla	1/30	1730	0	0.00	28.20	05/20/2019	10423 0	10423 06/19/2019	10596
14015256	5/9" METER	WATER	07/31/2019	Gallons	1740	1740	0	0.00	28.23	06/19/2019	10596 0	10596 07/17/2019	10770
1015050	O/O MICIEN	WAICK	08/30/2019	Gallons	2910	2910	0	0.00	31.07	07/17/2019	10770 0	10770 08/10/2010	110/1
1010100	J/O METER	WAIER	09/30/2019	Gallons	1780	1780	0	0.00	28 33	08/10/2010	11061 00	1/10/2010	
14015256	5/8" METER	WATER	10/31/2019	Gallons	1890	1890	0	0.00	20.72	00/10/2010	11001 0	1001 07/13/2019	11239
4015256	5/8" METER	WATER	12/03/2019	Gallons	2560	2560	o 6	0.00	29.13	09/19/2019	11239 10	1239 10/21/2019	11428
14015256	5/8" METER	WATER	01/02/2020	Gallons	2560	2500	» c	0.00	31.40	10/21/2019	11428 11	1428 11/20/2019	11684
14015256	5/8" METER	WATER	02/05/2020	Gallons	2120	2100	0	0.00	31.40	11/20/2019	11684 01	11684 01/02/2020	11940
4015256	5/8" METER	WATER	03/03/2020	Callena	2130	2130	0	0.00	30.33	01/02/2020	11940 02	1940 02/04/2020	12153
4015256	S/8" METER	WATER	02/20/2020	Callotts	14/0	1470	0	0.00	28.68	02/04/2020	12153 02	2153 02/20/2020	12300
4015256	5/9" METER	WATER	05/30/2020	Gallons	2520	2520	0	0.00	31.30	02/20/2020	12300 03	12300 03/18/2020	12552
	2/0 MITTEN	WAIEK	04/30/2020	Gallons	3900	3900	0	0.00	36.73	03/18/2020	12552 0	0000/00/A	100
Totals for Cust	Totals for Customer/Location/Service: 837001 / 837001 / WATER	837001 / 837001	I/WATER		25,730	25.730	0					TO E O E O	14242
Grand Totals													
		WATER		Gallons	25730	25720		200					

Account/Location Combinations

Number of Locations Number of Accounts

0.00

360.71



Page Number:

# CEDAR KEY WATER AND SEWER DISTRICT

# REQUEST FOR BILL ADJUSTMENT

Date: Month of May
Name: Jordan Keeton
Name on Account if Different: Reeton
Physical Address of Account: 641 6th St
Description of water loss including dates over which loss occurred:
We had a damaged water spigot
that has been leaking a great deal
of water. It has been repaired
Have you requested another adjustment over the prior 3 years? Yes No
Signature Signature
Submit:
Mail: CKWSD, P.O. Box 309, Cedar Key, FL, 32625.
Email: <u>alicia@ckwater.org</u> Fax: 866-278-7502
Hand: 510 3 <sup>rd</sup> Street, Cedar Key.

Adjustment Information

Date Requested: 4/22/2020

Month of Service: Mar-20

Metered Usage: 16,590 Gal

Am't Billed (W&S): \$251.09

Justification: Broken water line found under house

Customer Name: Luke Sresovich

Account No.: 886001

Service Address: 781 4th Street

\*Previous 12 Months

Average W&S Usage: 4,209 gallor

gallons/Month

Base Ch	arge	es:	<b>Water</b> \$25.00			<b>Sewer</b> \$24.00
Water U	sag			_	Sewer Usage	
Gallons:		16,590		Gallons*:	4,209	
0 to 3K	@	\$2.50/K	\$7.50	0 to 3K @	\$2.03/K	\$6.09
3 to 6 K	@	\$4.70/K	\$14.10	3 to 6 K @	\$4.11/K	\$4.97
6 to 9 K	@	\$6.62/K	\$19.86	6 to 9 K @	\$5.96/K	\$0.00
9K+	@	\$8.57/K	\$65.05	9K+ @	\$7.81/K	\$0.00
		Total:	\$131.51		Total:	\$35.06

Adjusted Water and Sewer, Total: \$166.57

Adjustment Information

Date Requested: 4/22/2020

Month of Service: Apr-20

Metered Usage: 32,910 Gal

Am't Billed (W&S): \$518.41

Justification: Broken water line under house found

Customer Name: Luke Sresovich

Account No.: 886001

Service Address: 781 4th Street

\*Previous 12 Months

Average W&S Usage: 4,012 gallons/Month

Base Charges	:	<b>Water</b> \$25.00		<b>Sewer</b> \$24.00
Water Usage			Adjusted Sewer Usage	
Gallons:	32,910		Gallons*: 4,012	
0 to 3K @ \$	32.50/K	\$7.50	0 to 3K @ \$2.03/K	\$6.09

3 to 6 K @ \$4.70/K \$14.10 3 to 6 K @ \$4.11/K \$4.16 6 to 9 K @ \$6.62/K \$19.86 6 to 9 K @ \$5.96/K \$0.00 9K+ @ \$8.57/K \$198.74 9K+@ \$7.81/K \$0.00 Total: \$265.20 Total: \$34.25

Adjusted Water and Sewer, Total: \$299.45

Adjustment Information

Date Requested: Month of Service: 5/27/2020

May-20

Metered Usage: Am't Billed (W&S):

20,120 Gai \$308.91

Customer Name: Luke Sresovich

Account No.: 886001

Service Address: 781 4th Street

\*Previous 12 Months

Average W&S Usage: 4,012

gallons/Month

Justification: Broken water line under house found

Water Sewer \$25.00 Base Charges: \$24.00

Water Usage Adjusted Sewer Usage Gallons: 20,120 Gallons\*: 4,012 0 to 3K @ \$2.50/K \$7.50 0 to 3K @ \$2.03/K \$6.09 3 to 6 K @ \$4.70/K \$14.10 3 to 6 K @ \$4.11/K \$4.16 6 to 9 K @ \$6.62/K \$19.86 6 to 9 K @ \$5.96/K \$0.00 9K+ @ \$8.57/K \$95.30 9K+@ \$7.81/K \$0.00 Total: \$161.76 Total: \$34.25

**Adjusted Water and Sewer, Total:** 

\$196.01



# Cedar Key Water and Sewer District

# **Usage Report**

From: 04/01/2019 Through: 05/27/2020 Sorted By: Account Number

			1
(	2	7	1
1		/	

Location No	Acct No.	Name			Servi	Service Address		Danie					
	Change				000	A LEGIS		Noute					
Meter No.	Out Size	Service	Tran Date	Measure	Act Usage	Bill Usage	Adj Usage	Adj Amt	Charges	Prior Date	Prior (	Current	Current
886001	886001	LUKE SRESOVICH	OVICH		781 4TH STREET	STREET		3	0			10000	Ixeau
14280498	5/8" METER	WATER	04/01/2019	Gallons	2430	2430	o	000	20 00	07/20/2010			
14280498	5/8" METER	WATER	04/30/2019	Gallons	5080	5080	0 0	0.00	40.77	02/20/2019	16012 03/18/2019	/15/2019	16255
14280498	5/8" METER	WATER	05/31/2019	Gallons	6730	6730	0 (	0.00	40.77	03/16/2019	16230 04/1//2019	71 // 2019	16763
14280498	5/8" METER	WATER	07/01/2019	Gallons	<b>\$490</b>	*100	> 0	0.00	49.00	04/1//2019	16/63/05/20/2019	/20/2019	17436
14280498	5/8" METER	WATER	07/31/2010	Gallona	2270	2000		0.00	42.64	05/20/2019	17436 06/19/2019	/19/2019	17985
14280498	5/8" METER	WATER	08/20/2010	Callous	3370	33/0	0	0.00	32.98	06/19/2019	17985 07/17/2019	/17/2019	18322
14780498	5/9" METER	WATER	06/30/2019	Gallons	3300	3300	0	0.00	32.66	07/17/2019	18322 08/19/2019	/19/2019	18652
14280408	S/O INITIALITY	WALER	09/30/2019	Gallons	3280	3280	0	0.00	32.57	08/19/2019	18652 09/19/2019	/19/2019	18980
14200400	J/O METER	WAIER	10/31/2019	Gallons	5130	5130	0	0.00	42.51	09/19/2019	18980 10/21/2019	/21/2019	19493
14280408	3/6 MEIEK	WAIER	12/03/2019	Gallons	3930	3930	0	0.00	36.87	10/21/2019	19493 11/20/2019	/20/2019	19886
14260426	5/8" METEK	WAIER	01/02/2020	Gallons	3930	3930	0	0.00	36.87	11/20/2019	19886 01/02/2020	/02/2020	20279
14200490	3/8" METEK	WAIER	02/05/2020	Gallons	3380	3380	0	0.00	34.29	01/02/2020	20279 02/04/2020	/04/2020	20617
14280498	5/8" METER	WATER	03/02/2020	Gallons	2090	2090	0	0.00	30.23	02/04/2020	20617 02/20/2020	0000/000	2001
14280498	5/8" METER	WATER	03/30/2020	Gallons	16590	16590	0	0.00	131 51	02/20/2020	20926 02/20/2020	/19/2020	07007
14280498	5/8" METER	WATER	04/30/2020	Gallons	33150	33150	0	0.00	273.43	03/18/2020	22/02/05/05/	0000/00/	00020
Totals for Cus	Totals for Customer/Location/Service: 886001 / 886001 / WATER	886001 / 88600	01 / WATER		97,880	97,880	0			COL NOT BOLLO	070707140 00477	707070	23000
Grand Totals													
		WATER		Gallons	97880	97880	0	0.00	846.89				
		Number of Accounts	counts	-									

Number of Locations

Account/Location Combinations

# CEDAR KEY WATER AND SEWER DISTRICT

# REQUEST FOR BILL ADJUSTMENT

Date:	0/21/20	
Name:	whe Sresovich	
Name on	Account if Different:	
Physical A	Address of Account: 781 44th Street	
Pescriptio USto	on of water loss including dates over which loss occurred:  omer had a leak under his house.	
that	t was tound and repaired.	
		ĕ
		E
Have you	requested another adjustment over the prior 3 years? Yes No	′
	Mica Manus Signature	
Submit:		
Mail:	CKWSD, P.O. Box 309, Cedar Key, FL, 32625.	
Email: Fax:	alicia@ckwater.org 866-278-7502	
Hand:	510 3 <sup>rd</sup> Street, Cedar Key.	



# Cedar Key Water and Sewer District General Manager Report June 8, 2020

## 1. Water System

- We have made good progress on the full-scale testing of granulated activated carbon (GAC) to reduce DBP levels. I will be working with Florida Rural Water Association this week to finalize the pilot test proposal for submission to DEP. We have a cost proposal for the equipment and carbon from Sensible Water Solutions which we have been working with on the initial GAC testing. Sensible Water is also working with Palatka and Perry on similar solutions. I may have additional proposals from GAC equipment sources that Tim Norman is working with. Whatever information obtained by the time of the meeting will be presented.
- The attached annual water quality report (30-32) will go out by mail this month.

#### 2. Cell Service

Norm Fugate and I have continued to work on the lease agreements from Verizon—one for the tower and one for the ground. I have completed my work with Verizon on the tower agreement, which is only between the District and Verizon. I have attached the draft of that lease agreement (33-44) which I will go over with the Board at the meeting. I may also have a draft ground lease, which is between Verizon and both the District and the City.

#### 3. Internet Service

Although delayed due to virus and transmitting tower issues, WiFiber is making progress on its plan to test internet service by way of transmitters on the water tower.

#### 4. Covid-19

Consistent with the general re-opening in Cedar Key, the District office re-opened on May 5, and all employees are back to working normal hours. We have installed a barrier at the front desk to maintain separation from customers, and have continued with the cessation of all discretionary expenditures until such time as we determine what impact the shut down will have on District revenues. So far, the impact on revenues has not been substantial:

March Gross Billings: \$73,820 April Gross Billings: \$69,600 May Gross Billings: \$70,359



# 2019 Annual Drinking Water Quality Report

Cedar Key Water and Sewer District PWSID#: 2380178

We are pleased to present to you this year's Annual Water Quality Report. This report is designed to inform you about the quality water and services we deliver to you every day. Our constant goal is to provide you with a safe and dependable supply of drinking water. We want you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to ensuring the quality of your water. Our water source is ground water from three wells. The wells draw from the Surficial aquifer. The water is treated using a magnetic ionic exchange process (MIEX) and also includes lime softening, filtration and chlorination.

In 2019 the Department of Environmental Protection performed a Source Water Assessment on our system and search of the data sources indicated no potential sources of contamination near our wells. The assessment results are available on the DEP Source Water Assessment and Protection Program website at <a href="http://www.dep.state.fl.us/swapp">http://www.dep.state.fl.us/swapp</a>.

This report shows our water quality results and what they mean.

If you have any questions about this report or concerning your water utility, please contact John McPherson at 352-543-5285. We encourage our valued customers to be informed about their water utility. If you want to learn more, please attend any of our regularly scheduled meetings. They are held on the second Monday of each month.

Cedar Key Water and Sewer District routinely monitors for contaminants in your drinking water according to Federal and State laws, rules and regulations. Except where indicated otherwise, this report is based on the results of our monitoring for the period of January 1 to December 31, 2019. Data obtained before January 1, 2019, and presented in the report are from the most recent testing done in accordance with the laws, rules, and regulations.

As authorized and approved by EPA, the State has reduced the monitoring requirements for certain contaminants to less often than once per year because the concentrations of these contaminants are not expected to vary significantly from year to year. Some of our results [e.g. lead and copper], though representative, is more than one year old.

In the table below, you may find unfamiliar terms and abbreviations. To help you better understand these terms we've provided the following definitions:

Action Level (AL): The concentration of a contaminant that, if exceeded, triggers treatment or other requirements that a water system must follow.

**Locational Running Annual Average (LRAA)**: the average of sample analytical results for samples taken at a particular monitoring location during the previous four calendar quarters.

Maximum Contaminant Level (MCL): The highest level of a contaminant that is allowed in drinking water. MCLs are set as close to the MCLGs as feasible using the best available treatment technology.

Maximum Contaminant Level Goal (MCLG): The level of a contaminant in drinking water below which there is no known or expected risk to health. MCLGs allow for a margin of safety.

Maximum Residual Disinfectant Level (MRDL): The highest level of a disinfectant allowed in drinking water. There is convincing evidence that addition of a disinfectant is necessary for control of microbial contaminants.

Maximum Residual Disinfectant Level Goal (MRDLG): The level of a drinking water disinfectant below which there is no known or expected risk to health. MRDLGs do not reflect the benefits of the use of disinfectants to control microbial contaminants.

Parts per million (ppm) or Milligrams per liter (mg/l) – one part by weight of analyte to 1 million parts by weight of the water sample

Parts per billion (ppb) or Micrograms per liter ( $\mu g/l$ ) – one part by weight of analyte to 1 billion parts by weight of the water sample.

Inorganic Con	taminaı	ıts	10				
Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MCL Violation Y/N	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
Arsenic (ppb)	8/2018	N	1.0	N/A	N/A	10	Erosion of natural deposits; runoff from orchards; runoff from glass and electronics production wastes
Barium (ppm)	8/2018	N	0.0091	N/A	2	2	Discharge of drilling wastes; discharge from metal refineries; erosion of natural deposits
Chromium (ppb)	8/2018	N	0.2	N/A	100	100	Discharge from steel and pulp mills; erosion of natural deposits
Nitrate (as Nitrogen) (ppm)	8/2018	N	0.05	N/A	10	10	Runoff from fertilizer use; leaching from septic tanks, sewage; erosion of natural deposits
Sodium (ppm)	8/2018	N	33	N/A	N/A	160	Salt water intrusion, leaching from soil
Thallium (ppb)	8/2018	N	0.1	N/A	0.5	2	Leaching from ore-processing sites; discharge from electronics, glass, and drug factories

Stage 1 Disinfe For chlorine, the level detect					monthly average	of all samples c	ollected.
Disinfectant or Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	MRDL Violation Y/N	Level Detected	Range of Results	MRDLG	MRDL	Likely Source of Contamination
Chlorine (ppm)	Monthly 2019	N	1.06	0.5 to 1.62	MRDLG = 4	MRDL = 4	Water additive used to control microbes

Contaminant and Unit of Measurement	Dates of sampling (mo/yr)	MCL Violation (Y/N)	Level Detected	Range of Results	MCLG	MCL	Likely Source of Contamination
Total Trihalomethanes (TTHM) (ppb) System	Quarterly 2018	Y	158.64 (highest LRAA)	52.94 - 15864	NA	MCL = 80	By-product of drinking water disinfection
Total Trihalomethanes (TTHM) (ppb) Hodgson & Jernigan Ave	Quarterly 2018	Y	98.17 (highest LRAA)	74.09 - 147.43	NA	MCL = 80	By-product of drinking water disinfection
Total Trihalomethanes (TTHM) Site 2 (ppb) Hodgson & Jernigan Ave	Quarterly 2018	Y	100.21 (highest LRAA)	74.23 - 158.64	NA	MCL = 80	By-product of drinking water disinfection
Haloacetic Acids (five) (HAA5) (ppb) System	Quarterly 2018	N	50.96 (highest LRAA)	21.34 - 69.54	NA	MCL = 60	By-product of drinking water disinfection
Haloacetic Acids (five) (HAA5) site 1 (ppb) Gulf Blvd & Hodges Ave	Quarterly 2018	N	50.96 (highest LRAA)	21.46 - 69.54	NA	MCL = 60	By-product of drinking water disinfection
Haloacetic Acids (five) (HAA5) (ppb) Gulf Blvd & Hodges Ave	Quarterly 2018	N	42.45 (highest LRAA)	21.34 - 68.24	NA	MCL = 60	By-product of drinking water disinfection

TTHM Monitoring Results (ppb)	1 <sup>st</sup> quarter 2019	2 <sup>nd</sup> quarter 2019	3 <sup>rd</sup> quarter 2019	4th quarter 2019
Hodgson & Jernigan Ave - Quarterly Results	78.68	74.09	147.43	92.47
Hodgson & Jernigan Ave - LRAA*	65.70	65.17	91.88	98.17
Gulf Blvd & Hodges Ave - Quarterly Results	81.74	74.23	158.64	86.24
Gulf Blvd & Hodges Ave - LRAA*	52.94	60.30	91.23	100.21

<sup>\*</sup>Reported LRAA for quarters 1-3 are based on results from previous quarters not reported on this table.

We constantly monitor for various contaminants in the water supply to meet all regulatory requirements. Our water system was in violation of federal and state water quality standards for Total Trihalomethanes in 2019. The levels of these contaminants are shown in the Test Results Table. Some people who drink water containing trihalomethanes in excess of the MCL over many years may experience problems with their liver, kidneys, or central nervous systems, and may have an increased risk of getting cancer. Our system has been working to correct this by installing improvements to the drinking water treatment process at our facility.

Lead and Copper (Tap Water)								
Contaminant and Unit of Measurement	Dates of sampling (mo./yr.)	AL Violation Y/N	90th Percentile Result	No. of sampling sites exceeding the AL	MCLG	AL (Action Level)	Likely Source of Contamination	
Copper (tap water) (ppm)	9/2018	N	0.32	0	1.3	1.3	Corrosion of household plumbing systems; erosion of natural deposits; leaching from wood preservatives	

If present, elevated levels of lead can cause serious health problems, especially for pregnant women and young children. Lead in drinking water is primarily from materials and components associated with service lines and home plumbing. Cedar Key Water and Sewer District is responsible for providing high quality drinking water, but cannot control the variety of materials used in plumbing components. When your water has been sitting for several hours, you can minimize the potential for lead exposure by flushing your tap for 30 seconds to 2 minutes before using water for drinking or cooking. If you are concerned about lead in your water, you may wish to have your water tested. Information on lead in drinking water, testing methods, and steps you can take to minimize exposure is available from the Safe Drinking Water Hotline or at http://www.epa.gov/safewater/lead.

The sources of drinking water (both tap water and bottled water) include rivers, lakes, streams, ponds, reservoirs, springs, and wells. As water travels over the surface of the land or through the ground, it dissolves naturally occurring minerals and, in some cases, radioactive material, and can pick up substances resulting from the presence of animals or from human activity.

Contaminants that may be present in source water include:

- (A) Microbial contaminants, such as viruses and bacteria, which may come from sewage treatment plants, septic systems, agricultural livestock operations, and wildlife.
- (B) Inorganic contaminants, such as salts and metals, which can be naturally-occurring or result from urban stormwater runoff, industrial or domestic wastewater discharges, oil and gas production, mining, or farming.
- (C) Pesticides and herbicides, which may come from a variety of sources such as agriculture, urban stormwater runoff, and residential uses.
- (D) Organic chemical contaminants, including synthetic and volatile organic chemicals, which are by-products of industrial processes and petroleum production, and can also come from gas stations, urban stormwater runoff, and septic systems.
- (E) Radioactive contaminants, which can be naturally occurring or be the result of oil and gas production and mining activities.

In order to ensure that tap water is safe to drink, the EPA prescribes regulations, which limit the amount of certain contaminants in water provided by public water systems. The Food and Drug Administration (FDA) regulations establish limits for contaminants in bottled water, which must provide the same protection for public health.

Drinking water, including bottled water, may reasonably be expected to contain at least small amounts of some contaminants. The presence of contaminants does not necessarily indicate that the water poses a health risk. More information about contaminants and potential health effects can be obtained by calling the Environmental Protection Agency's Safe Drinking Water Hotline at 1-800-426-4791.

In our continuing efforts to maintain a safe and dependable water supply it may be necessary to make improvements in your water system. The costs of these improvements may be reflected in the rate structure. Rate adjustments may be necessary in order to address these improvements.

Some people may be more vulnerable to contaminants in drinking water than the general population. Immuno-compromised persons such as persons with cancer undergoing chemotherapy, persons who have undergone organ transplants, people with HIV/AIDS or other immune system disorders, some elderly, and infants can be particularly at risk from infections. These people should seek advice about drinking water from their health care providers. EPA/CDC guidelines on appropriate means to lessen the risk of infection by Cryptosporidium and other microbiological contaminants are available from the Safe Drinking Water Hotline (800-426-4791).

We at Cedar Key Water and Sewer District would like you to understand the efforts we make to continually improve the water treatment process and protect our water resources. We are committed to insuring the quality of your water. If you have any questions or concerns about the information provided, please feel free to call any of the numbers listed.



#### WATER TOWER LEASE AGREEMENT

This Water Tower Lease Agreement (the "Agreement") is made this da	y of
, 20, between Cedar Key Water and Sewer District, a special district chart	ered
under the Laws of Florida, with its principal offices located at 510 3rd Street, Cedar Key, Florida,	rida,
32625, hereinafter designated LESSOR, and Cellco Partnership d/b/a Verizon Wireless	s, a
Delaware general partnership, with its principal offices at One Verizon Way, Mail Stop 4AW	100,
Basking Ridge, New Jersey 07920 (telephone number 866-862-4404), hereinafter designation	ated
LESSEE. LESSOR and LESSEE are at times collectively referred to hereinafter as the "Parties	
individually as the "Party".	

#### WITNESSETH

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

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

### 2. TERM; RENTAL.

a. This Agreement shall be effective as of the date of execution by both Parties, provided, however, the initial term shall be for five (5) years and shall commence on the Commencement Date (as hereinafter defined) at which time rental payments shall commence and be due at a total annual rental of Thirteen Thousand Five Hundred and XX/100 Dollars (\$13,500.00) to be paid in equal monthly installments on the first day of the month, in advance, to LESSOR or to such other person, firm or place as LESSOR may, from time to time, designate in writing at least thirty (30) days in advance of any rental payment date by notice given in accordance with Paragraph 23 below. The Agreement shall commence based upon the first day of the month immediately following the date LESSEE commences installation of the equipment on the Premises (the "Commencement Date"). LESSOR and LESSEE acknowledge and agree that initial rental payment(s) may not actually be sent by LESSEE until ninety (90) days after the Commencement Date.

Upon agreement of the Parties, LESSEE may pay rent by electronic funds transfer and in such event, LESSOR agrees to provide to LESSEE bank routing information for such purpose upon request of LESSEE.

b. For any party to whom rental payments are to be made, LESSOR or any successor in interest of LESSOR hereby agrees to provide to LESSEE: (i) a completed, current version of Internal Revenue Service Form W-9, or equivalent; (ii) complete and fully executed



state and local withholding forms if required; and (iii) other documentation to verify LESSOR's or such other party's right to receive rental as is reasonably requested by LESSEE. Rental shall accrue in accordance with this Agreement, but LESSEE may not deliver rental payments for up to 90 days after the requested documentation has been received by LESSEE.

- 3. <u>EXTENSIONS</u>. This Agreement shall automatically be extended for four (4) additional five (5) year terms unless LESSEE terminates it at the end of the then current term by giving LESSOR written notice of the intent to terminate at least three (3) months prior to the end of the then current term. The initial term and all extensions shall be collectively referred to herein as the "Term".
- 4. <u>EXTENSION RENTALS</u>. Commencing on the first anniversary of the Commencement Date and on each anniversary thereafter during the term of this Agreement (including all extension terms described in Paragraph 3 above), annual rent shall increase by an amount equal to one point five percent (1.5%) of the annual rent due for the immediately preceding lease year.
- 5. TAXES. LESSOR shall invoice, and LESSEE shall pay, any applicable transaction tax (including sales, use, gross receipts, or excise tax) imposed on LESSEE and required to be collected by LESSOR based on any service, rental space, or equipment provided by LESSOR to LESSEE. LESSEE shall pay all personal property taxes, fees, assessments, or other taxes and charges imposed by any Government Entity that are imposed on LESSEE and required to be paid by LESSEE that are directly attributable to LESSEE's equipment or LESSEE's use and occupancy of the Premises. Payment shall be made by LESSEE within sixty (60) days after presentation of a receipted bill and/or assessment notice which is the basis for such taxes or charges. LESSOR shall pay all ad valorem, personal property, real estate, sales and use taxes, fees, assessments or other taxes or charges that are attributable to the Tower or any portion thereof imposed by any Government Entity.
- 6. <u>SEPARATE LAND LEASE</u>. LESSOR hereby acknowledges that LESSEE will be executing a separate agreement with the City of Cedar Key, a municipal corporation existing under the Florida Statutes, pursuant to which LESSEE will have the right to lease certain ground space on the real property surrounding the Tower (the "Land Lease"). LESSOR acknowledges that this Agreement is contingent upon LESSEE executing the Land Lease. Furthermore, if at any time during the term of this Agreement, the Land Lease is terminated, LESSOR agrees that LESSEE shall have the right to terminate this Agreement upon thirty (30) days' prior written notice to LESSOR.
- 7. <u>IMPROVEMENTS</u>. During the Term, LESSEE shall have the right to replace the equipment, antennae and appurtenances set forth in Exhibit "B" attached hereto with similar and comparable equipment provided said replacement does not increase the loading of the Tower.
  - 8. GOVERNMENTAL APPROVALS: TERMINATION.



- a. It is understood and agreed that LESSEE's ability to use the Premises is contingent upon its obtaining after the execution date of this Agreement all of the certificates, permits and other approvals (collectively, the "Governmental Approvals") that may be required by any Federal, State or Local authorities. LESSOR shall cooperate with LESSEE in its effort to obtain such approvals and shall take no action which would adversely affect the status of the Tower with respect to the proposed use thereof by LESSEE.
- b. LESSEE may, unless otherwise stated, immediately terminate this Agreement upon written notice to LESSOR: (a) if any applications for such Government Approvals should be finally rejected; (b) if any Government Approval issued to LESSEE is canceled, expires, lapses or is otherwise withdrawn or terminated by any Government Entity; (c) if LESSEE determines that such Government Approvals may not be obtained in a timely manner; (d) if LESSEE determines any structural analysis is unsatisfactory; (e) if LESSEE, in its sole discretion, determines the Use of the Premises is obsolete or unnecessary; (f) with 3 months' prior notice to LESSOR, upon the anniversary of the Commencement Date; or (g) at any time before the Commencement Date for any reason or no reason in LESSEE's sole discretion.

#### 9. INDEMNIFICATION.

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

#### 10. INSURANCE.

- a. LESSEE will maintain at its own cost:
  - i. Commercial General Liability insurance with limits of \$2,000,000 per occurrence for bodily injury (including death) and for damage or destruction to property;



- ii. Commercial Auto Liability insurance on all owned, non-owned and hired automobiles with a combined single limit of \$1,000,000 each accident for bodily injury and property damage; and
- iii. Workers Compensation insurance providing the statutory benefits and Employers Liability with a limit of \$1,000,000 each accident/disease/policy limit.

LESSEE will include the LESSOR as an additional insured as their interest may appear under this Agreement on the Commercial General Liability and Auto Liability policies.

- b. LESSOR will maintain at its own cost commercial general liability insurance with limits of its liability under Section 768.28 of the Florida Statutes.
- c. In addition, LESSOR shall obtain and keep in force during the Term a policy or policies insuring against loss or damage to the LESSOR's property at full replacement cost, as the same shall exist from time to time without a coinsurance feature. LESSOR's policy or policies shall insure against all risks of direct physical loss or damage (except the perils of flood and earthquake unless required by a lender or included in the base premium), including coverage for any additional costs resulting from debris removal and reasonable amounts of coverage for the enforcement of any ordinance or law regulating the reconstruction or replacement of any undamaged sections of the Tower required to be demolished or removed by reason of the enforcement of any building, zoning, safety or land use laws as the result of a covered loss.
- 11. <u>LIMITATION OF LIABILITY</u>. Except for indemnification pursuant to Paragraphs 9 and 29, neither Party shall be liable to the other, or any of their respective agents, representatives, employees for any lost revenue, lost profits, loss of technology, rights or services, incidental, punitive, indirect, special or consequential damages, loss of data, or interruption or loss of use of service, even if advised of the possibility of such damages, whether under theory of contract, tort (including negligence), strict liability or otherwise.
- 12. ACCESS TO TOWER. LESSOR agrees the LESSEE shall have free access to the Tower at all times for the purpose of installing and maintaining LESSEE's equipment. LESSOR shall furnish LESSEE with necessary means of access for the purpose of ingress and egress to this site and Tower location. It is agreed, however, that only authorized engineers, employees or properly authorized contractors of LESSEE or persons under their direct supervision will be permitted to enter said premises.
- 13. <u>TOWER COMPLIANCE</u>. LESSOR covenants that it will keep the Tower in good repair as required by all Laws (as defined in Paragraph 32 below). LESSOR shall also comply with all rules and regulations enforced by any Federal, State or Local authorities with regard to the lighting, marking and painting of towers. If LESSOR fails to make such repairs, including maintenance, LESSEE may make the repairs and the costs thereof shall be payable to LESSEE by LESSOR on demand together with interest thereon from the date of payment at the



greater of (a) ten percent (10%) per annum, or (b) the highest rate permitted by applicable Laws. If LESSOR does not make payment to LESSEE within twenty (20) days after such demand, LESSEE shall have the right to deduct the costs of the repairs from the succeeding monthly rental amounts normally due from LESSEE to LESSOR.

No materials may be used in the installation of the antennae or transmission lines that will cause corrosion or rust or deterioration of the Tower structure or its appurtenances. All antennae on the Tower must be identified by a marking fastened securely to its bracket on the Tower and all transmission lines are to be tagged at the conduit opening where it enters any user's equipment space.

Not later than fifteen (15) days following the execution of this Agreement, LESSOR shall supply to LESSEE copies of all structural analysis reports that have been done with respect to the Tower (if any) and throughout the Term, LESSOR shall supply to LESSEE copies of all structural analysis reports that are done with respect to the Tower (if any) promptly after the completion of the same.

#### 14. INTERFERENCE.

- a. LESSEE agrees that LESSEE will not cause interference that is measurable in accordance with industry standards to LESSOR's equipment. LESSOR agrees that LESSOR and other tenants or users of the Tower will not cause interference that is measurable in accordance with industry standards to the then existing equipment of LESSEE.
- b. Without limiting any other rights or remedies, if interference occurs and continues for a period in excess of 48 hours following notice to the interfering party via telephone to LESSEE'S Network Operations Center (at 800-621-2622) or to LESSOR (at 352-543-5285) the interfering party shall, or shall require any other tenant or user to, reduce power or cease operations of the interfering equipment until the interference is cured.
- c. The Parties acknowledge that there will not be an adequate remedy at law for noncompliance with the provisions of this Paragraph and therefore the Parties shall have the right to equitable remedies such as, without limitation, injunctive relief and specific performance.
- 15. <u>REMOVAL AT END OF TERM</u>. Upon expiration or within ninety (90) days of any earlier termination of this Agreement, LESSEE shall remove LESSEE's communications equipment and restore the Premises to its original condition, reasonable wear and tear and casualty damage excepted. LESSOR agrees and acknowledges that the communications equipment shall remain the personal property of LESSEE, and LESSEE shall have the right to remove the same at any time during the Term, whether or not said items are considered fixtures and attachments to real property under applicable laws. If such time for removal causes LESSEE to remain on the Premises after termination of the Agreement, LESSEE shall pay rent in accordance with Paragraph 16.



- 16. <u>HOLDOVER</u>. If LESSEE holds over after the expiration or earlier termination of the Term, then this Agreement shall continue on a month to month basis at the then existing monthly rental rate until the removal of the communications equipment is completed.
- RIGHTS UPON SALE. Should LESSOR at any time during the Term decide to 17. grant to a third party by easement or other legal instrument an interest in and to that portion of the Tower occupied by LESSEE, or a larger portion thereof, for the purpose of operating and maintaining communications facilities or the management thereof, such sale or grant of an easement or interest therein shall be under and subject to this Agreement and any such purchaser or transferee shall recognize LESSEE's rights hereunder under the terms of this Agreement. To the extent that LESSOR grants to a third party by easement or other legal instrument an interest in and to that portion of the Tower occupied by LESSEE for the purpose of operating and maintaining communications facilities or the management thereof and in conjunction therewith, assigns this Agreement to said third party, if the third party agrees in such legal instrument to undertake all of LESSOR's obligations under this Agreement, LESSOR shall be released from its obligations to LESSEE under this Agreement and LESSEE shall have the right to look to the third party for the full performance of this Agreement. Only in the event that such legal transfer document does not require said third party to undertake all of LESSOR's obligations under this Agreement shall LESSOR remain liable under this Agreement. Nothing in this Paragraph 17 shall be construed to prohibit LESSOR from leasing available space on the Tower (excluding the Premises) to other third party communications providers.
- 18. <u>QUIET ENJOYMENT</u>. LESSOR covenants that LESSEE, on paying the rent and performing the covenants herein, shall peaceably and quietly have, hold and enjoy the Premises.
- 19. <u>TITLE</u>. LESSOR represents and warrants to LESSEE as of the execution date of this Agreement, and covenants during the Term that LESSOR is seized of good and sufficient title and interest to the Tower and has full authority to enter into and execute this Agreement. LESSOR further covenants during the Term that there are no liens, judgments or impediments of title on the Tower, or affecting LESSOR's title to the same and that there are no covenants, easements or restrictions which prevent or adversely affect the use or occupancy of the Premises by LESSEE as set forth above.
- 20. <u>INTEGRATION</u>. It is agreed and understood that this Agreement contains all agreements, promises and understandings between LESSOR and LESSEE and that no verbal or oral agreements, promises or understandings shall be binding upon either LESSOR or LESSEE in any dispute, controversy or proceeding at law, and any addition, variation or modification to this Agreement shall be void and ineffective unless made in writing signed by the Parties. In the event any provision of the Agreement is found to be invalid or unenforceable, such finding shall not affect the validity and enforceability of the remaining provisions of this Agreement. The failure of either Party to insist upon strict performance of any of the terms or conditions of this Agreement or to exercise any of its rights under the Agreement shall not waive such rights and such Party shall have the right to enforce such rights at any time and take such action as may be lawful and authorized under this Agreement, in law or in equity.



- 21. <u>GOVERNING LAW</u>. This Agreement and the performance thereof shall be governed, interpreted, construed and regulated by the Laws of Florida.
- 22. <u>ASSIGNMENT</u>. This Agreement may be sold, assigned or transferred by LESSEE without any approval or consent of the LESSOR to LESSEE's principal, affiliates, subsidiaries of its principal or to any entity which acquires all or substantially all of LESSEE's assets in the market defined by the Federal Communications Commission in which the Tower is located by reason of a merger, acquisition or other business reorganization. As to other parties, this Agreement may not be sold, assigned or transferred without the written consent of the LESSOR, which such consent will not be unreasonably withheld, delayed or conditioned. No change of stock ownership, partnership interest or control of LESSEE or transfer upon partnership or corporate dissolution of LESSEE shall constitute an assignment hereunder.
- 23. <u>NOTICES</u>. Except for notices permitted via telephone in accordance with Paragraph 14, all notices hereunder must be in writing and shall be deemed validly given if sent by certified mail, return receipt requested or by commercial courier, provided the courier's regular business is delivery service and provided further that it guarantees delivery to the addressee by the end of the next business day following the courier's receipt from the sender, addressed as follows (or any other address that the Party to be notified may have designated to the sender by like notice):

LESSOR: Cedar Key Water and Sewer District

510 3rd Street

Cedar Key, Florida, 32625

LESSEE: Cellco Partnership

d/b/a Verizon Wireless

Attention: Network Real Estate 180 Washington Valley Road Bedminster, New Jersey 07921

Notice shall be effective upon actual receipt or refusal as shown on the receipt obtained pursuant to the foregoing.

24. <u>SUCCESSORS</u>. This Agreement shall extend to and bind the heirs, personal representative, successors and assigns of the Parties hereto.

#### 25. INTENTIONALLY OMITTED.

- 26. <u>RECORDING</u>. LESSOR agrees to execute a Memorandum of this Agreement which LESSEE may record with the appropriate recording officer. The date set forth in such Memorandum is for recording purposes only and bears no reference to commencement of either the Term or rent payments.
- 27. <u>DEFAULT</u>. It is a "Default" if: (a) either Party fails to comply with this Agreement and does not remedy the failure within thirty (30) days after written notice by the



other Party or, if the failure cannot reasonably be remedied in such time, if the failing Party does not commence a remedy within the allotted thirty (30) days and diligently pursue the cure to completion within ninety (90) days after the initial written notice (provided that such ninety (90) days can be extended by mutual agreement of the Parties); or (b) LESSOR fails to comply with this Agreement and the failure interferes with LESSEE's Use and LESSOR does not remedy the failure within five (5) days after written notice from LESSEE or, if the failure cannot reasonably be remedied in such time, if LESSOR does not commence a remedy within the allotted five (5) days and diligently pursue the cure to completion within fifteen (15) days after the initial written notice. The cure periods set forth in this Paragraph 27 do not extend the period of time in which either Party has to cure interference pursuant to Paragraph 14 of this Agreement.

- 28. <u>REMEDIES</u>. In the event of a Default, without limiting the non-defaulting Party in the exercise of any right or remedy which the non-defaulting Party may have by reason of such default, the non-defaulting Party may terminate this Agreement and/or pursue any remedy now or hereafter available to the non-defaulting Party under the Laws or judicial decisions of Florida. Further, upon a Default, the non-defaulting Party may at its option (but without obligation to do so), perform the defaulting Party's duty or obligation. The costs and expenses of any such performance by the non-defaulting Party shall be due and payable by the defaulting Party upon invoice therefor. If LESSEE undertakes any such performance on LESSOR's behalf and LESSOR does not pay LESSEE the full amount within thirty (30) days of its receipt of an invoice setting forth the amount due, LESSEE may offset the full amount due against all fees due and owing to LESSOR under this Agreement until the full amount is fully reimbursed to LESSEE.
- 29. <u>ENVIRONMENTAL</u>. LESSEE shall comply with all applicable law concerning environmental law requirements for LESSEE's equipment. Notwithstanding the immediately preceding sentence, LESSEE shall not be liable or responsible for any environmental condition, including the release of hazardous substances, except to the extent caused by the activities of LESSEE contemplated under this Agreement.
- 30. <u>CASUALTY</u>. If a fire or other casualty damages the Tower or the Premises and impairs LESSEE's use thereof, rent shall abate until LESSEE'S use is restored. If LESSEE's use of the Premises is not restored within forty-five (45) days, LESSEE may terminate this Agreement.
- 31. <u>CONDEMNATION</u>. If a condemnation of any portion of the Tower or Premises impairs LESSEE's use thereof, LESSEE may terminate this Agreement. LESSEE may on its own behalf make a claim in any condemnation proceeding involving the Premises for losses related to LESSEE's communications equipment, relocation costs and, specifically excluding loss of LESSEE's leasehold interest, any other damages LESSEE may incur as a result of any such condemnation.
- 32. <u>APPLICABLE LAWS</u>. During the Term, LESSOR shall maintain the Tower in compliance with all applicable laws, rules, regulations, ordinances, directives, covenants,



easements, zoning and land use regulations, and restrictions of record, permits, building codes, and the requirements of any applicable fire insurance underwriter or rating bureau, now in effect or which may hereafter come into effect (including, without limitation, the Americans with Disabilities Act and laws regulating hazardous substances) (collectively, "Laws"). LESSEE shall, in respect to the condition of the Premises and at LESSEE's sole cost and expense, comply with all Laws relating solely to LESSEE's specific and unique nature of use of the Premises (other than general office use).

33. PRIME LEASE. The Parties acknowledge that LESSOR's rights in the property derive from that certain Lease Agreement dated August 29, 1973, between LESSOR and the City of Cedar Key, a municipal corporation existing under the Florida Statutes, hereinafter referred to as the "Prime Lease". LESSOR shall not terminate the Prime Lease prior to the expiration of its term without the express written consent of LESSEE. In the event LESSOR receives any notice of failure to pay or failure to perform any covenant, agreement or obligation under the Prime Lease, LESSOR shall notify LESSEE of such notice as soon as the notice is received by LESSOR pursuant to the terms of the Prime Lease and LESSEE may take any such actions to cure any such failure under the Prime lease. LESSEE shall be under no obligation to take such action but may do so solely at its own discretion. In the event LESSEE pays any amount or performs any obligations on behalf of LESSOR pursuant to the terms of the Prime Lease, LESSEE may deduct such amounts paid or the reasonable value of the performance from the amount that would otherwise be due from LESSEE to LESSOR pursuant to this Agreement.

[Signatures appear on the following page.]



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

	LESSOR: Cedar Key Water and Sewer District, a special district chartered under the Laws of Florida
	$\mathbf{R}_{\mathbf{V}^{\bullet}}$
	By: Name:
WITNESS	Its:
·	Datas
Print Name	
WITNESS	
Print Name	
	LESSEE:
	Cellco Partnership d/b/a Verizon Wireless
	By:
	Name:
WITNESS	Its:
	Data
Print Name	
WITNESS	
Print Name	



# EXHIBIT A

Depiction of the Premises

[To be attached.]



# EXHIBIT B

Description of LESSEE's Equipment

[To be attached.]

