

**REGULAR MEETING**

**JULY 18, 2023**



# 2023 CALENDAR

January-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

March-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

May-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

July-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
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2	3	4	5	6	7	8
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23	24	25	26	27	28	29
30	31					

September-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

November-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
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26	27	28	29	30		

February-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
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12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28				

April-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
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9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

June-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

August-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

October-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

December-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

Holidays
  Meetings
  Conferences

## Regular Meeting Agenda

Florida Keys Mosquito Control District  
Marathon Office  
503 107<sup>TH</sup> Street, Marathon, FL

**July 18, 2023 2:00 pm (approximate)**

### 1.) Call to Order

### 2.) Roll Call

### 3.) Community Input:

Community Input shall be heard prior to each specified agenda item.

The Board adheres to, and conducts each meeting in accordance with, Robert's Rules of Order. Presentations to the Board are limited to three (3) minutes for each individual speaker and five (5) minutes for the representative of a designated group. Transfer of time between individuals and/or groups is not permitted. Letters submitted to any Commissioner, the Executive Director, Executive Assistant, or any other District employee during a Board meeting will be placed into the record but will not additionally be read into the record at the meeting.

The Board welcomes public input but also must maintain order. Thus, community input is not a time for open dialogue between the Board and the speaker. Speakers should direct their comments to the Board and not to District staff or other audience members. Speakers should not expect Commissioners or staff to answer or respond to questions during community input. If appropriate, the Board may request the issue be added as a discussion item at a future District Board meeting. Furthermore, all speakers agree to abide by FKMCD's Code of Conduct Policy and Procedures Governing Meetings, Hearings, and Community Input, as adopted through Resolution 2021-02.

Any person who wishes to make public comment during this meeting may be heard by the Board, through the Board Chair, on any proposition before the Board by either (1) complete and provide the supplied community input card or inform the Clerk/Executive Assistant to the Board, specifying the agenda item; or (2) when remote means for input is allowed by the Board, calling 305-292-7190 or emailing the Clerk/Executive Assistant (currently [ddarias@keysmosquito.org](mailto:ddarias@keysmosquito.org)) no later than 11:00 am on July 18, 2023. If attending remotely, you must remain available by phone from the hours of 1:00pm to 3:00pm.

### 4.) Consent Agenda

All items listed as Consent Agenda items are considered routine and non-controversial by the FKMCD Board and will be approved by a single motion. There will be no separate discussion of these items. Prior to this meeting, Board Members have had the opportunity to review each of these items and may request that any item be moved to an Action Item for individual consideration.

a.) **Minutes** of the June 20, 2023 Audit Committee Meeting **Pgs. 6-7**

b.) **Minutes** of the June 20, 2023 Budget Workshop **Pgs. 8-9**

c.) **Minutes** of the June 20, 2023 Regular Meeting **Pgs. 10-13**

- 5.) Approval of Agenda
- 6.) Invited Speaker, Kevin Strickland, Ameris Bank: Protecting District Finances
- 7.) Treasurer’s Report
- 8.) Attorney’s Report
- 9.) Director’s Report **Pgs. 17-27**
  
- 10.) **Items for Board Discussion**
  - a.) Performance Review, The Balmoral Group (Leal)
  
- 11.) **Items for Board Review and Action:**
  - a.) Financial Reports (Holden)
    - I. Budget Analysis **Pgs. 30-34**
    - II. District Finances **Pg. 35**
    - III. Cash Disbursements through June 2023 **Pgs. 36-38**
  - b.) Resolution 2023-16 Church Lease **Pgs. 40-54**
  - c.) Resolution 2023-17 Set Maximum Millage Rate **Pgs. 56-58**
  - d.) Resolution 2023-18 Awarding ITB 2023-05 Surplus Equipment **Pgs. 60-63**
  
- 12.) **Good of the Order**
  
- 13.) **Meeting Adjourned**



# *Item 4*

## Approval of Minutes

## Audit Committee Meeting Minutes

### Florida Keys Mosquito Control District

Marathon Office

503 107<sup>th</sup> Street Marathon, FL 33050

June 20, 2023 1:00 pm

The Board of Commissioners of the Florida Keys Mosquito Control District held an Audit Committee Meeting on June 20, 2023 at the FKMCD Marathon office.

**Present Were:** Jill Cranney, Chairman; Phillip Goodman, Commissioner; Dr. Stanley Zuba, Commissioner; Tom McDonald, Secretary/Treasurer; Andrea Leal, Executive Director; Dirk Smits, Board Attorney. Brandon Pinder, Commissioner was present via telephone.

**Employees Present Were:** Mikki Coss, Director of Operations; Bruce Holden, Director of Finance; Michael Behrend, Director of Human Resources; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**Invited Guests Present:** Jim Hill, Oropeza & Parks

**Community Input:** None.

**Approval of Agenda:** A motion was made by Commissioner McDonald, seconded by Commissioner Zuba and passed unanimously to approve the Agenda. A roll call was taken and passed unanimously to approve Commissioner Pinder to participate in the Audit Committee Meeting via telephone.

#### **Items for Board Discussion:**

**6a.) 2021-2022 Audit Presentation** – Chairman Cranney introduced Jim Hill, Oropeza & Parks, to present the draft audit for 2021-2022. Mr. Hill handed out a Letter of Communication at Audit Conclusion, dated June 20, 2023, to the Committee members (attached to minutes). Mr. Hill went into detail about the audit. From the previous year 2020–2021 to the present year 2021–2022, he provided a breakdown of costs and income. He provided the board with information regarding the implementation of GASB 87 and what it means for the audit report. Mr. Hill informed the Committee that neither the Independent Auditor's Management Letter nor the Independent Accountant's Compliance with Local Government Investment Policies contained any findings that needed to be communicated to them. The Committee members should further review the report, according to Chairman Cranney, and get in touch if they have any questions or issues by 5:00 p.m. on Friday, June 23, 2023. Mr. Hill will turn in the audit to the state if he doesn't hear back from any of the commissioners.

#### **Items for Board Review and Action:**

**7a.) Approval of the 2021-2022 Audit** - Chairman Cranney announced that the 2021-2022 Audit has been presented. A roll call was made and passed unanimously to accept the audit for FY 2021-2022.

**Good of the Order:** Chairman Cranney scheduled the next Audit Meeting for October 10, 2023.

There being no further business to come before the Board the meeting was adjourned.

*Respectfully submitted,*

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*Andrea Leal, Executive Director*

*Board of Commissioners  
Florida Keys Mosquito Control District*

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*Jill Cranney, Chairman*

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*Thomas McDonald, Secretary-Treasurer  
For additional information, please refer to [www.keysmosquito.org](http://www.keysmosquito.org).*

*DRAFT*

## Budget Workshop Minutes

### Florida Keys Mosquito Control District

Marathon Office  
503 107<sup>th</sup> Street  
Marathon, FL 33050

**June 20, 2023 1:26 pm**

The Board of Commissioners of the Florida Keys Mosquito Control District held a Budget Workshop on June 20, 2023, at the FKMCD Marathon Office.

**Present Were:** Phillip Goodman, Chairman; Dr. Stanley Zuba, Vice-Chair; Tom McDonald, Secretary/Treasurer; Jill Cranney, Commissioner; Andrea Leal, Executive Director; Dirk Smits, Board Attorney. Brandon Pinder, Commissioner was present via telephone.

**Employees Present Were:** Mikki Coss, Director of Operations; Bruce Holden, Director of Finance; Michael Behrend, Director of Human Resources; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**Invited Guests Present:** Jim Hill, Oropeza & Parks

**Approval of Agenda:** Chairman Goodman asked the Board if there were any corrections or additions to the agenda, hearing none, the agenda was unanimously approved. A roll call was taken and passed unanimously to approve Commissioner Pinder to participate in the Budget Workshop via telephone.

**Community Input:** None

Chairman Goodman stated that this workshop has been called to discuss the Budget for the Fiscal Year 2023-2024.

**Discussion:** The Executive Director, Andrea Leal, presented the budget for the fiscal year 2023–2024 and informed the Board that this was just the first of many workshops and that this was the largest budget they would see during the planning process. From this point on, the budget will be reduced.

The precise work plan budget will be reviewed, according to Director of Finance Bruce Holden, who also described the color codes he used in the plan. Mr. Holden went over the key revenue-generating elements as well as the significant rise in interest income brought on by FLClass and the sale of our two aircraft. The performance compensation, according to Mr. Holden, is competitive with the county; however, this will be assessed throughout the summer as they look at what other businesses are doing with incentives in the present market. The Director of Human Resources, Michael Behrend, explained the rise in life and health insurance premiums and indicated they budgeted for a 10% increase but they are aiming for a 5% increase. Mr. Holden questioned Commissioner McDonald about keeping the performance audit in the budget since it was completed the previous year. To produce an infrastructure analysis on our capital assets, Commissioner McDonald advocated keeping this money in the budget. He wanted an itemized report of any sizable projects the District might undertake in the future. Mr. Holden briefly discussed the lease program for our vehicles and said that we should consider buying some specialty vehicles this coming year and evaluate the lease agreement to determine how well it serves us. The Tavernero Airport is no longer being utilized by the District as a landing area, hence that line item is zero. That line item may alter as we continue to bargain with the Marathon

Airport over our property rent. On the insurance-related topics, he is collaborating with Michael Behrend, and they will be updated as new pricing becomes available. Smart purchasing improved the chemical budget from last year's figures by a few hundred thousand dollars. If we decide to use the new adulticide product from Valent, it has a similar cost to what we would be replacing, according to Director Leal. The funds allocated for building renovations for the Marathon office, including the new roof for the hangar, were then discussed by Director Leal. She informed the board that she would begin gathering quotes from contractors and confirming the replacement's steps. She also mentioned the contingency plan, and she believes that with the funds allocated to this area, we are in a good place. The reserve money are placed aside for upcoming initiatives, including \$1,000,000 for a future helicopter and building upkeep for a potential new structure in Big Coppitt. When Chairman Goodman questioned when the fourth helicopter would be purchased, Director Leal replied that, assuming all went according to plan with the sale of the plane and older helicopters, it would happen within the next two years.

A cash flow analysis for the fiscal year 2023–2024 as well as a tentative millage rate chart were provided to the board by Mr. Holden.

**Good of the Order:** None

**Adjourn:** There being no further business to come before the Board, the meeting was adjourned.

*Respectfully submitted,*

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*Andrea Leal  
Executive Director*

*Board of Commissioners  
Florida Keys Mosquito Control District*

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*Phillip L. Goodman, Chairman*

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*Thomas McDonald, Secretary-Treasurer*

*For additional information, please refer to [www.keysmosquito.org](http://www.keysmosquito.org).*

## Regular Meeting Minutes

Florida Keys Mosquito Control District  
Marathon Office  
503 107<sup>th</sup> Street Marathon, FL 33050

June 20, 2023 2:20 pm

The Board of Commissioners of the Florida Keys Mosquito Control District held a Regular Meeting on June 20, 2023 at the FKMCD Marathon office.

**Present Were:** Phillip Goodman, Chairman; Dr. Stanley Zuba, Vice-Chair; Tom McDonald, Secretary/Treasurer; Jill Cranney, Commissioner; Andrea Leal, Executive Director; Dirk Smits, Board Attorney. Brandon Pinder, Commissioner was present via telephone.

**Employees Present Were:** Mikki Coss, Director of Operations; Bruce Holden, Director of Finance; Michael Behrend, Director of Human Resources; Chad Huff, Public Education & Information Officer; Deanna Darias, Executive Assistant; Tony Nunez, Chief Technology Officer.

**Invited Guests Present:** None

**Community Input:** None

**Approval of Consent Agenda:** Chairman Goodman asked the Board if there were any corrections or additions to the consent agenda, hearing none, the agenda was unanimously approved. A motion was made by Chairman Goodman, seconded by Commissioner Cranney and passed unanimously to approve Commissioner Pinder to participate in the Regular Meeting via telephone.

**Approval of Agenda:** Chairman Goodman asked the Board if there were any corrections or additions to the agenda, having none, the agenda was unanimously approved.

**Treasurer's Report:** Tom McDonald, Secretary/Treasurer, said he had nothing to discuss and praised the auditors' report.

**Attorney's Report:** Board Attorney, Dirk Smits, stated that the auditor had received the completed Audit Representation letter and that we were in compliance.

**Director's Report:** Director Leal recognized Roberto, Bob, Bob, and Joe—our complete team of auto mechanics—and had the Board present them their plaque that they earned for the District, the National Institute for Automotive Service Excellence's Blue Seal of Excellence.

The monthly report on district operations was given first by Executive Director Andrea Leal. With the exception of one Dengue incidence linked to travel, she told the board that no locally acquired infections spread by mosquitoes had been seen in the Keys. She went over her operations summary report and noted that May was unusually slower than April. Due to rain, June has accelerated, and the season is still robust. The number of service requests (362) received fell below the May average historically, with the majority asking for a fog truck or inspection. Ongoing resignations, new hiring (internal movement), and openings were discussed with the Board. Operators of ULV trucks are needed.

Our research division conducted truck trials with a brand-new adulticide product and permethrin for comparison. Both tests were productive. To gauge their accuracy rate, they are also performing landing rate counts in comparison to the BG Counter traps. At our upcoming regular meeting, an invited speaker named Kevin Strickland, who has worked with several special districts on bank collapses and fraud, will speak on preserving district assets. The District won't pay anything for this. Director of Finance Bruce Holden provided a brief report on the FLClass account.

**Items for Board Discussion:**

**9a.) Performance Review, The Balmoral Group** - The Balmoral Group's Valerie Seidel contacted Andrea Leal, the Executive Director, with some additional questions about our finances and the computer breach we encountered. Andrea Leal said she answered those inquiries. By June 23rd, the draft report must be presented to OPPAGA. After their assessment, we will have a chance to comment on it before the final report is due in August.

**9b.) Ethics Training** - The recently mandated Ethics training by the state was the topic of a debate led by Chairman Goodman. It was decided that Director Leal would send the Commissioners the paperwork and the video from Dennis Ward within the following week. Before sending out the video, she will make sure it complies with the standards. Dirk Smits will offer them online training materials so they can participate as well.

**Items for Board Review and Action:**

**10a.) Financial Reports** – The Director of Finance, Bruce Holden, delivered an update on the monthly budget analysis and reviewed the state and local accounts. *A motion was made by Commissioner McDonald, seconded by Commissioner Zuba, and passed unanimously*, confirming the Board received the financial information from May of 2023 and the Board requests it be submitted for audit at the appropriate time.

**10b.) Resolution 2023-13 Accepting the Financial Statements and Audit for Fiscal Year** - A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA APPROVING THE FINANCIAL STATEMENTS AND AUDIT FOR THE YEAR ENDED SEPTEMBER 30, 2022 AS DRAFTED BY OROPEZA & PARKS, CPAS; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Cranney, seconded by Commissioner Zuba, and passed unanimously to adopt Resolution 2023-13 as written.*

**10c.) Resolution 2023-14 Amending Administrative Policy Manual**- A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA MODIFYING THE DISTRICT'S ADMINISTRATIVE POLICY MANUAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Cranney, seconded by Commissioner Zuba, and passed unanimously to adopt Resolution 2023-14 as written.*

**10d.) Resolution 2023-15 Repealing, Restating, and Adopting Personnel Manual**- A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA REPEALING, RESTATING, AND ADOPTING THE DISTRICT'S PERSONNEL MANUAL; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE. *A motion was made by Commissioner Zuba, seconded by Commissioner Cranney, and passed unanimously to adopt Resolution 2023-15 as written.*

**Good of the Order:**

- Chairman Goodman discussed the next meeting of the Board to be held on July 18, 2023 at 1pm, and advised the Board there would be an OPEB Meeting, Regular Meeting and Budget Workshop.

There being no further business to come before the Board the meeting was adjourned.

*Respectfully submitted,*

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*Andrea Leal  
Executive Director*

*Board of Commissioners  
Florida Keys Mosquito Control District*

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*Phillip L. Goodman, Chairman*

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*Thomas McDonald, Secretary-Treasurer*

*For additional information, please refer to [www.keysmosquito.org](http://www.keysmosquito.org).*

*DRAFT*



# *Item 6*

Invited Speaker,  
Kevin Strickland,  
Ameris Bank:  
Protecting District  
Finances

# *Item 7*

## Treasurer's Report

# *Item 8*

## Attorney's Report

# *Item 9*

## Director's Report

# July 2023 Director's Report

## State of Florida Mosquito-Borne Disease Update (as of 07/08/2023)

1. Monroe County (2023)
  - a. Dengue: 0 local, 1 travel-related
2. All of Florida (2023)
  - a. Dengue: 2 local (Miami-Dade), 102 travel-related (65 in Miami-Dade)
  - b. Zika: 0 local, 0 travel-related
  - c. Chikungunya: 0 local, 0 travel-related
  - d. West Nile Virus: 0 human cases
  - e. Eastern Equine Encephalitis: 0 human cases
  - f. Malaria: 6 local (Sarasota); 23 travel-related
3. Orange, Polk, and Walton counties are currently under a mosquito-borne illness advisory. Manatee, Miami-Dade, and Sarasota counties are currently under a mosquito-borne illness alert.

## Operations Summary

1. Adult Mosquitoes
  - a. Salt Marsh mosquito numbers higher than historical average throughout the Keys in June.
  - b. Eight (8) aerial adulticide missions were conducted in June, all in the Upper Keys, treating just over 38,000 acres. This was higher than our historical average in June.
  - c. One hundred and twenty-nine (129) truck adulticide missions were conducted throughout the Keys in June, treating approximately 44,700 acres.
  - d. *Aedes aegypti* numbers did not exceed our adulticide action thresholds throughout the Keys in June.
2. Larval Mosquitoes
  - a. Twenty-nine (29) aerial granular larvicide missions were completed in June, treating approximately 10,800 acres; this is above the historical average for June.
  - b. One (1) aerial liquid larvicide mission was conducted in Key West in June.
  - c. Twenty-two (22) ground liquid larvicide missions were conducted in June, treating approximately 2,700 acres.
3. Service Requests received (915) were above the historical average for June, majority of which requesting a fog truck or inspection.

## Community Outreach/Education

1. Community Events/Outreach/Speaking Engagements
  - a. Marathon BBQ and Brew Fest (7/14/23 – 7/15/23)
  - b. Hemingway Days Caribbean Street Fair (7/22/23)
2. Media/News Releases
  - a. (7/17/23) FKMCD Summer Radio Campaign underway, Dump and Cover Ads on Four Station throughout the Keys
  - b. (7/10/23) Interview with Miami Herald, re: mosquitoes in South Florida and Malaria
  - c. (7/12/23) Joint news release with DOH Monroe on mosquito prevention and protection
  - d. (7/27/23) Oxitec Project Webiner, Project Progress
  - e. Weekly Radio, US 1

## Human Resources

1. New Hires
  - a. Laurie McMahan, Lower Keys Inspector
2. Resignations

- a. None
- 3. Current Openings
  - a. Field Inspector (2 Lower Keys, 1 Middle Keys): accepting applications and conducting interviews
  - b. ULV Truck Operations: recruiting in all three locations

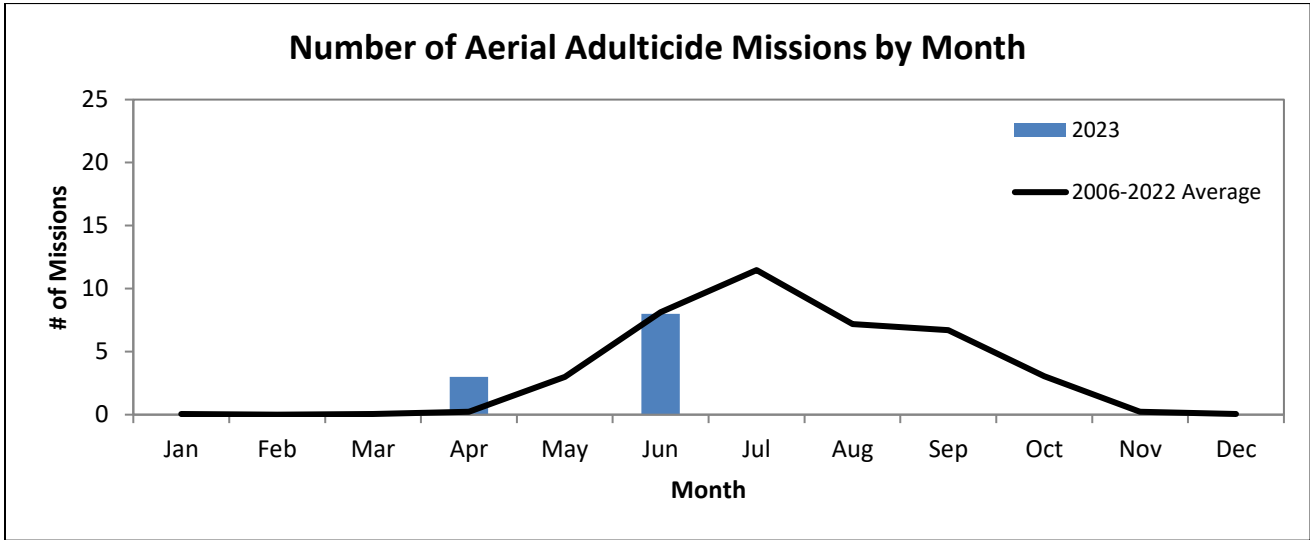
## Other Items

- 1. Travel/Training
  - a. Airbus Focus Group (Niagara Falls, Canada), 6/20/23 – 6/23/23: Rob Lee
  - b. Helicopter Buildout, HSI (Houston, TX), 7/10/23 – 7/13/23: Rob Lee, Paul Pignataro
- 2. Monroe County Airports Meeting: 6/22/23
- 3. Oxitec Steering Committee Meetings: 6/22/23, 7/5/23
- 4. Meeting with Upper Keys Resident (A. Leal and P. Goodman): 6/27/23
- 5. FMCA Legislative Committee Meeting: 7/6/23
- 6. FDACS Rule Making Workshop: 7/10/23
- 7. Investment Update
- 8. After Action Items/Future Board Items
  - a. Audit Committee Charter and Annual Review, September 2023
  - b. Procedure for Audit Committee for Budget and Operations Review, September 2023
  - c. Administrative Policy Manual Annual Review, December 2023
  - d. Budgetary Process Annual Review, May 2024

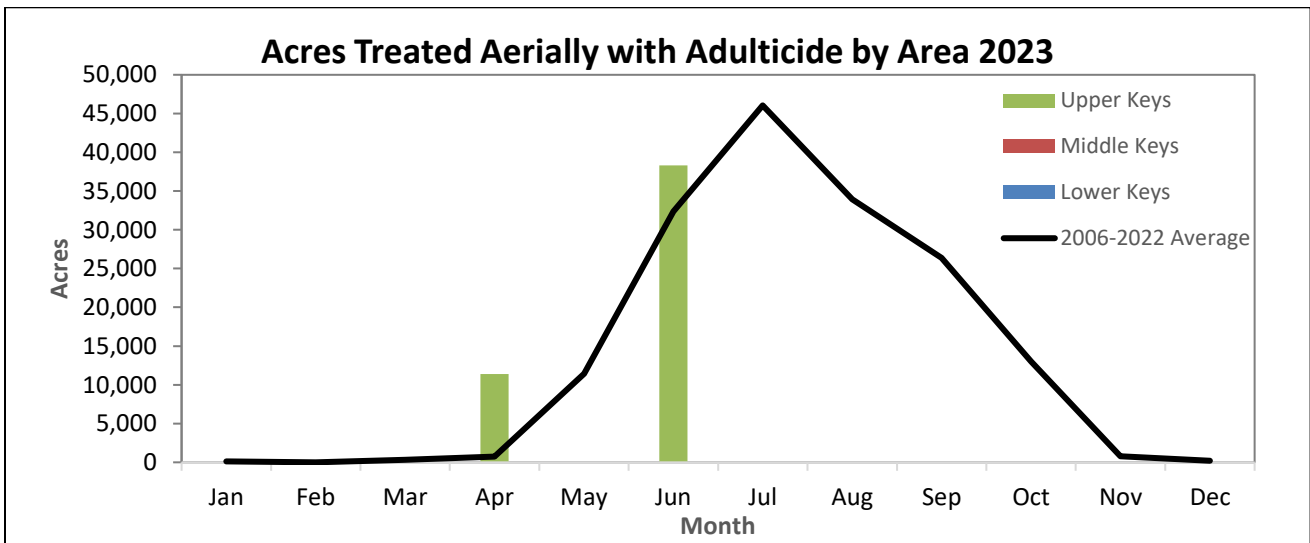
# Florida Keys Mosquito Control Operations Report

(Adjusted through June 2, 2023)

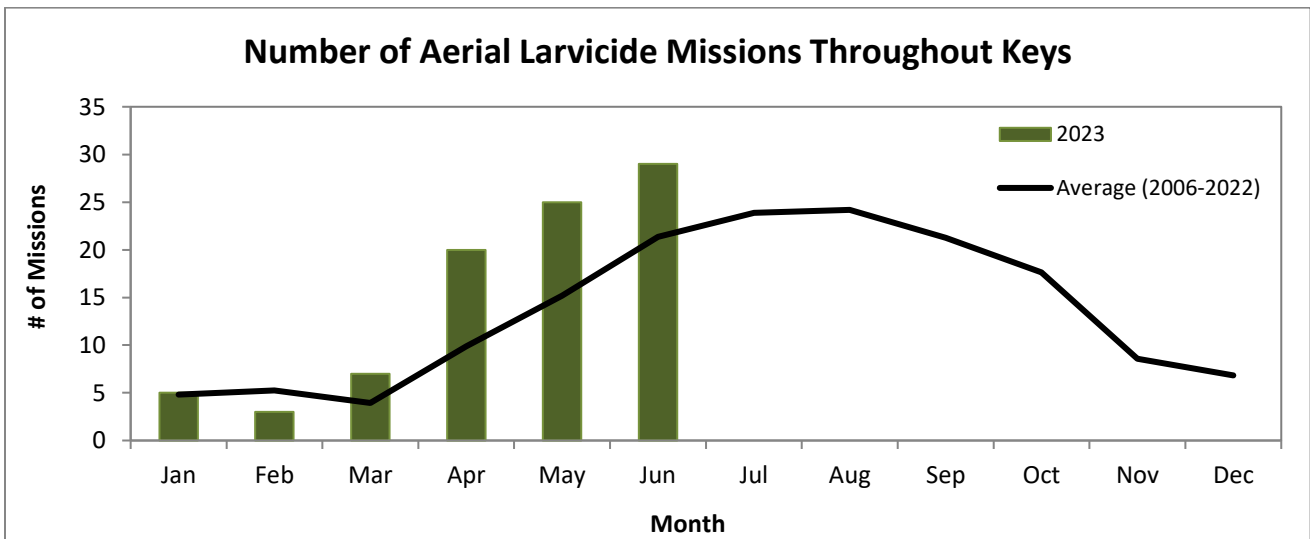
## Aerial Adulticiding Missions in June 2023: 8



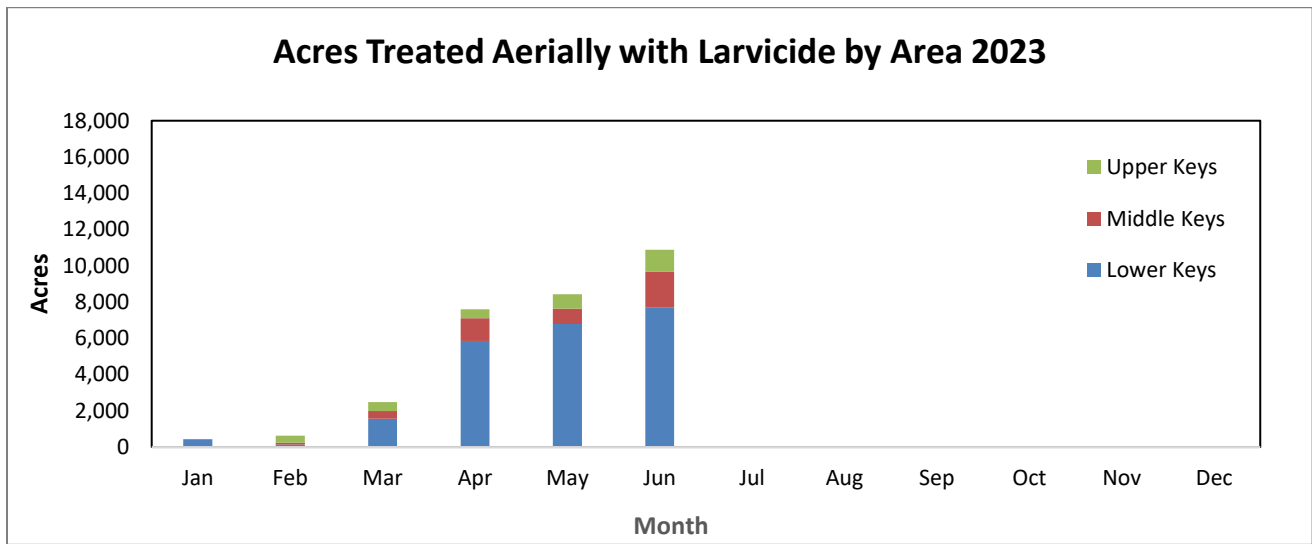
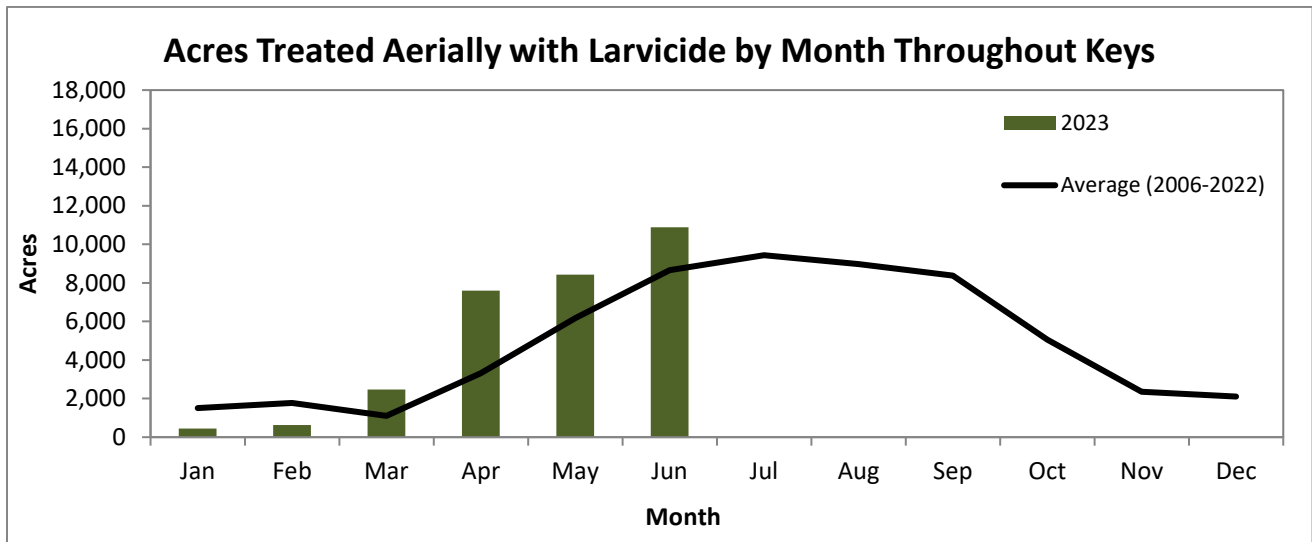
## Aerial Adulticiding Acreage in June 2023: 38,315



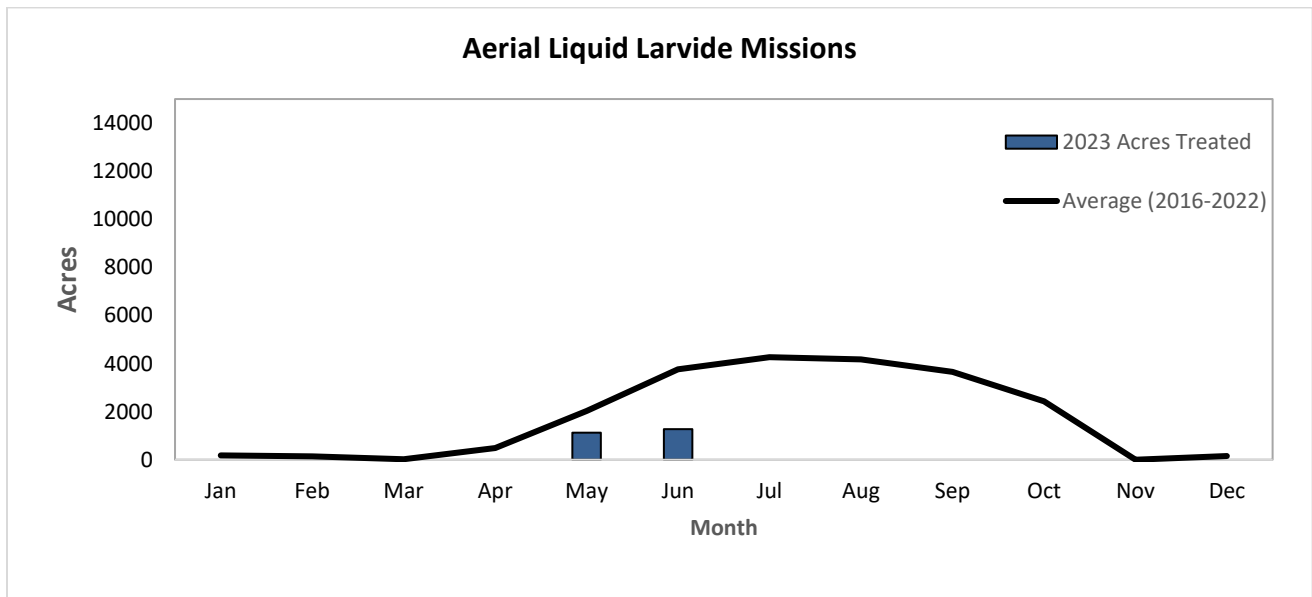
## Aerial Granular Larviciding Missions in June 2023: 29



**Aerial Granular Larviciding Acreage in June 2023: 10,879**

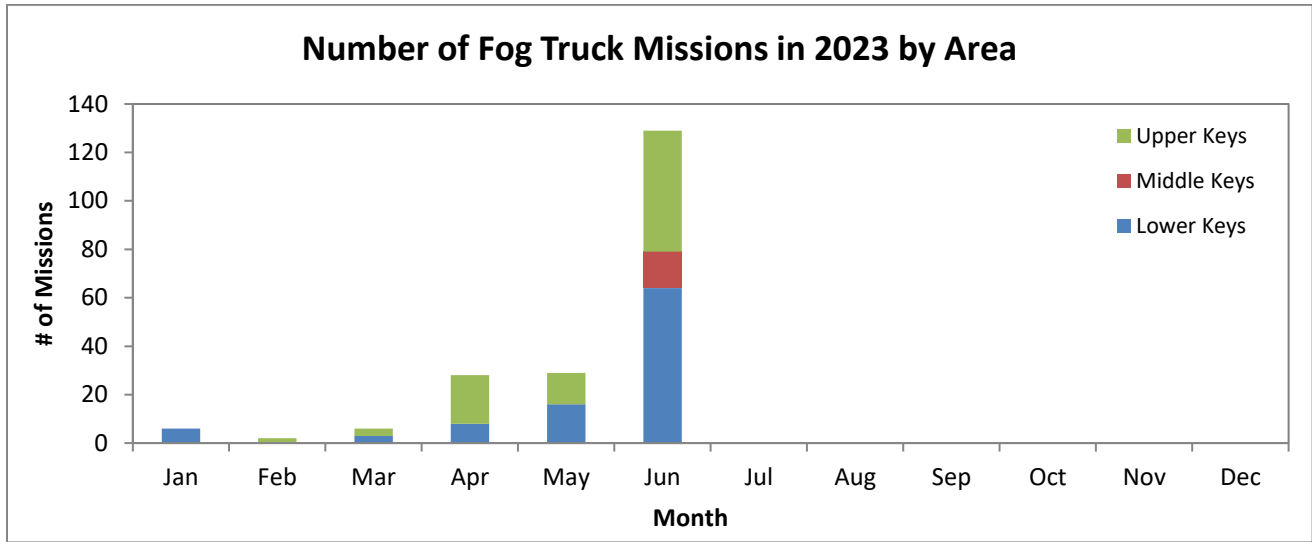


**Number of Aerial Liquid Larviciding Missions in June 2023: 1**

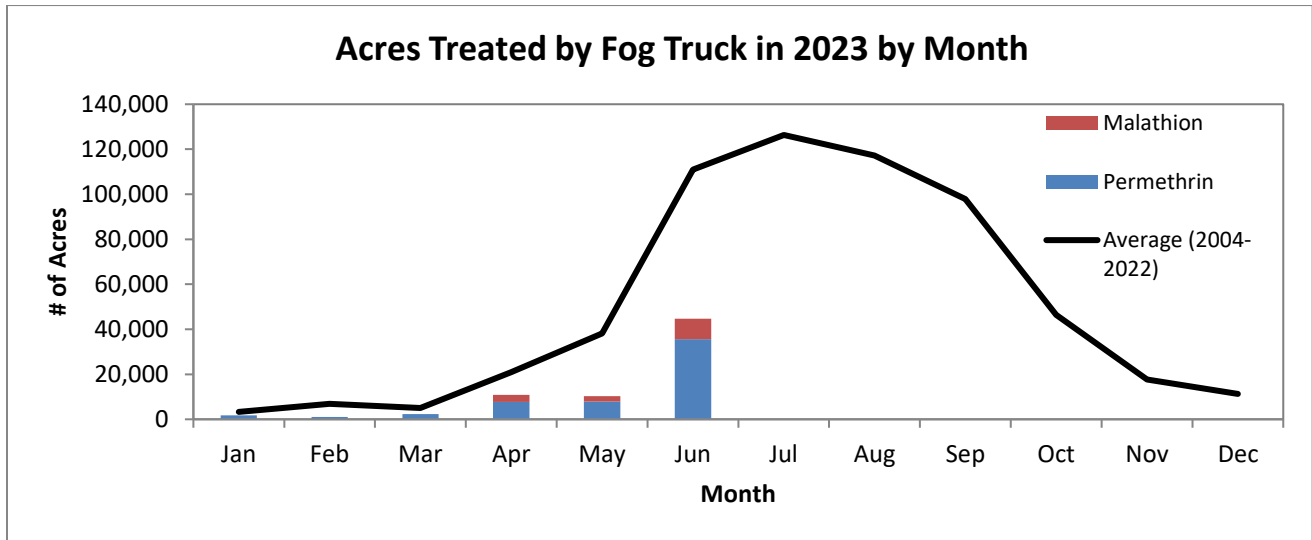




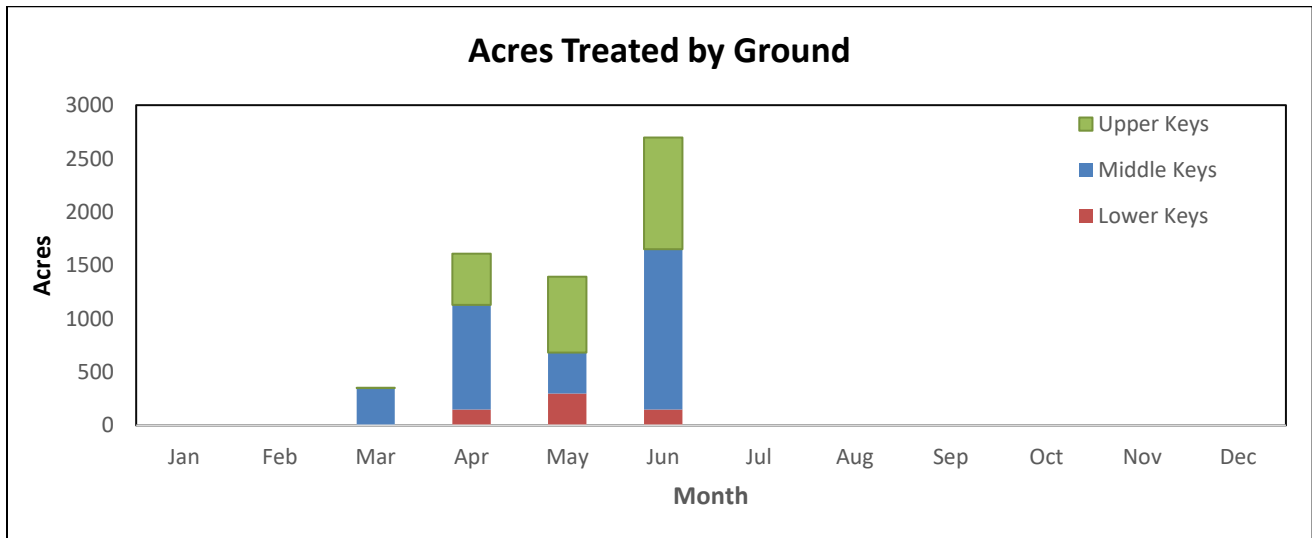
**Ground Adulticiding (Trucks) Missions in June 2023: 129**



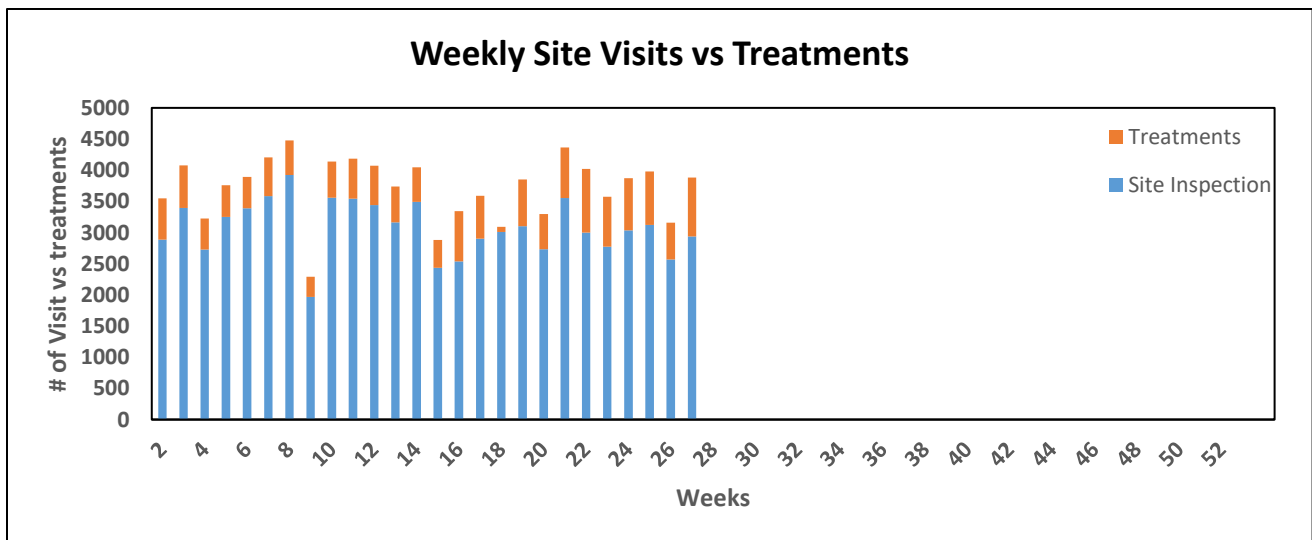
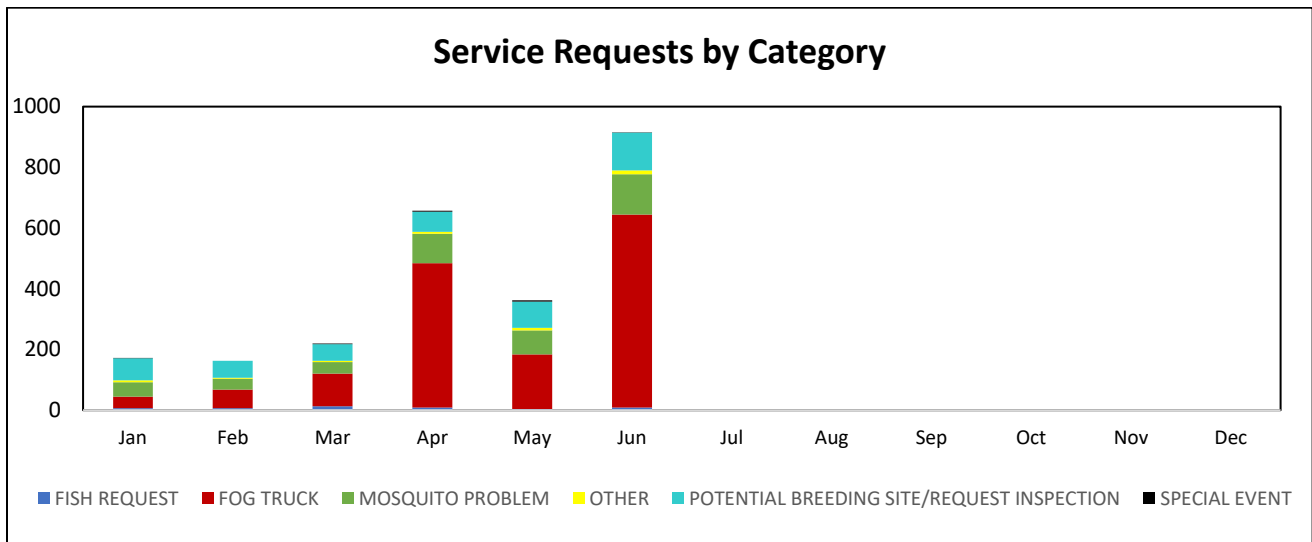
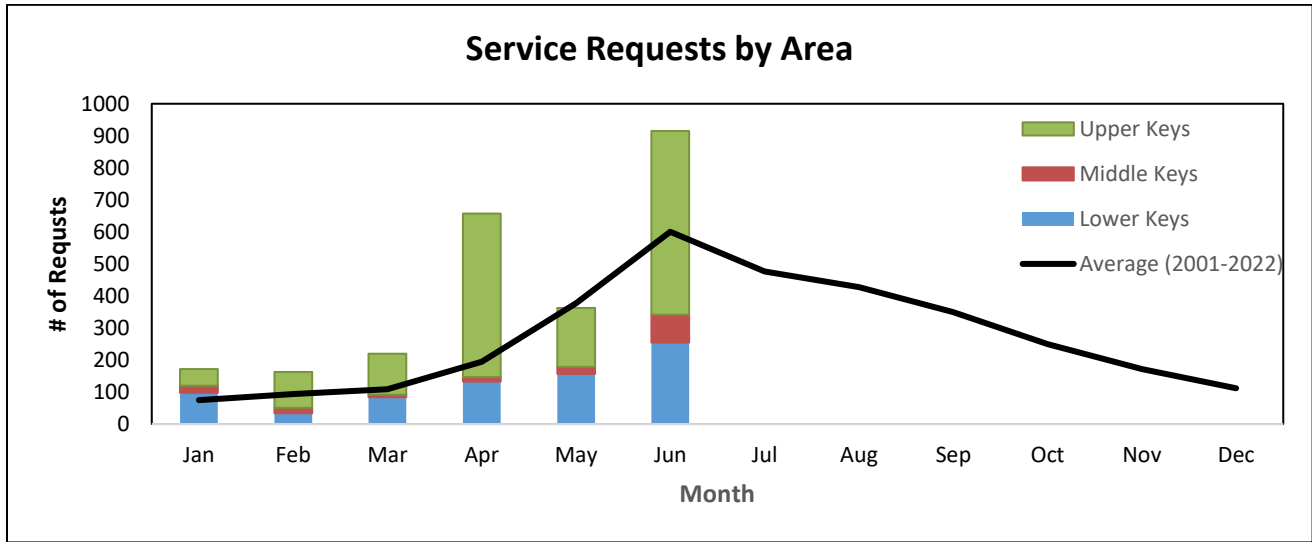
**Ground Adulticiding (Trucks) Acreage in June 2023: 44,756**



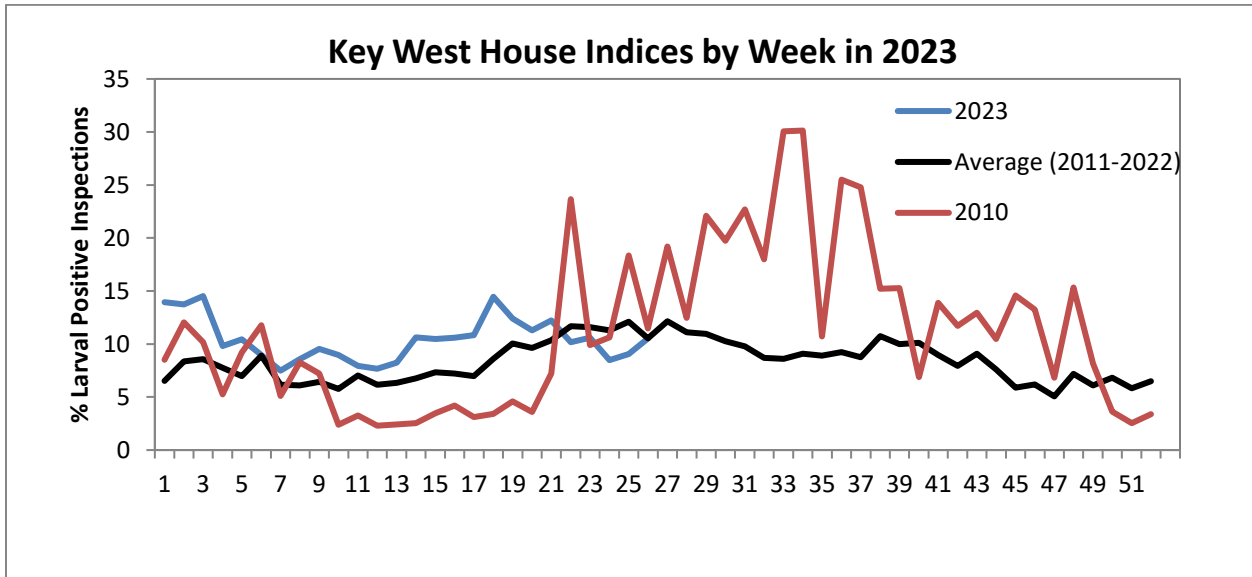
**Ground Liquid Larviciding (Truck & Backpack) Acreage in June 2023: 22 trucks**



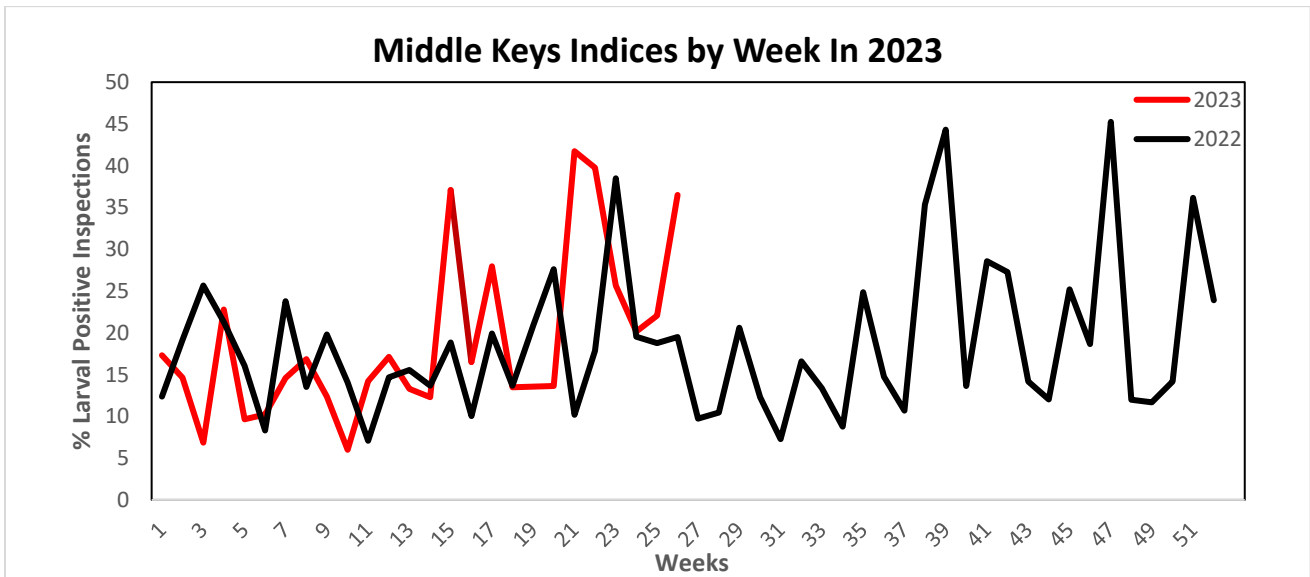
**Total Service Requests for June 2023: 915**



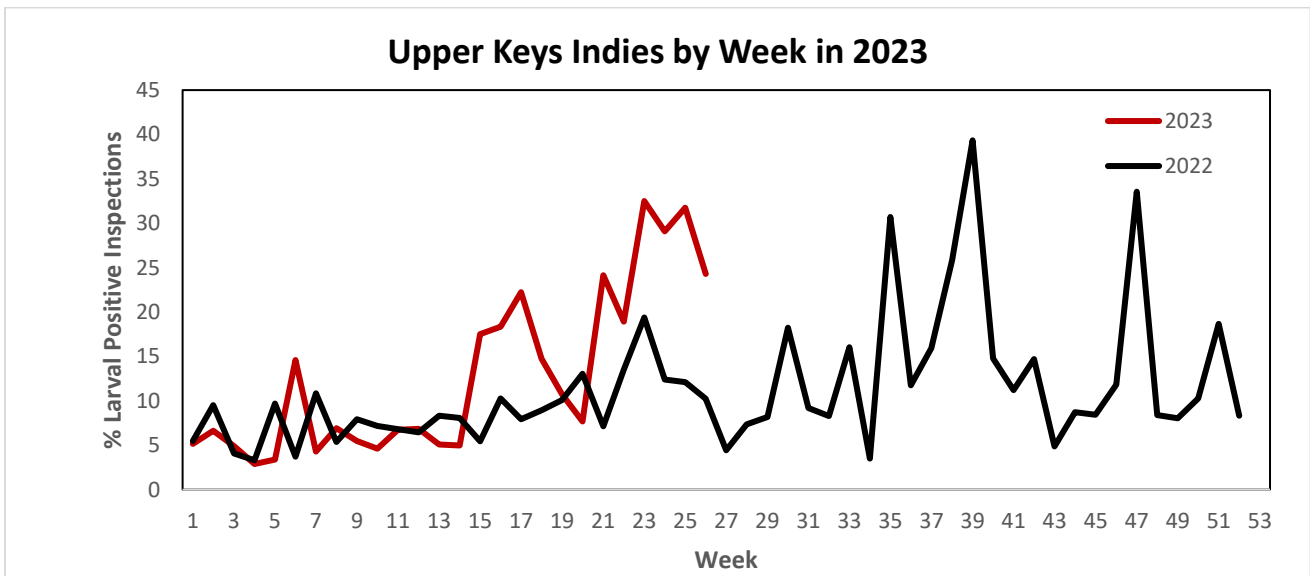
**Key West *Aedes aegypti* Larval Information:**



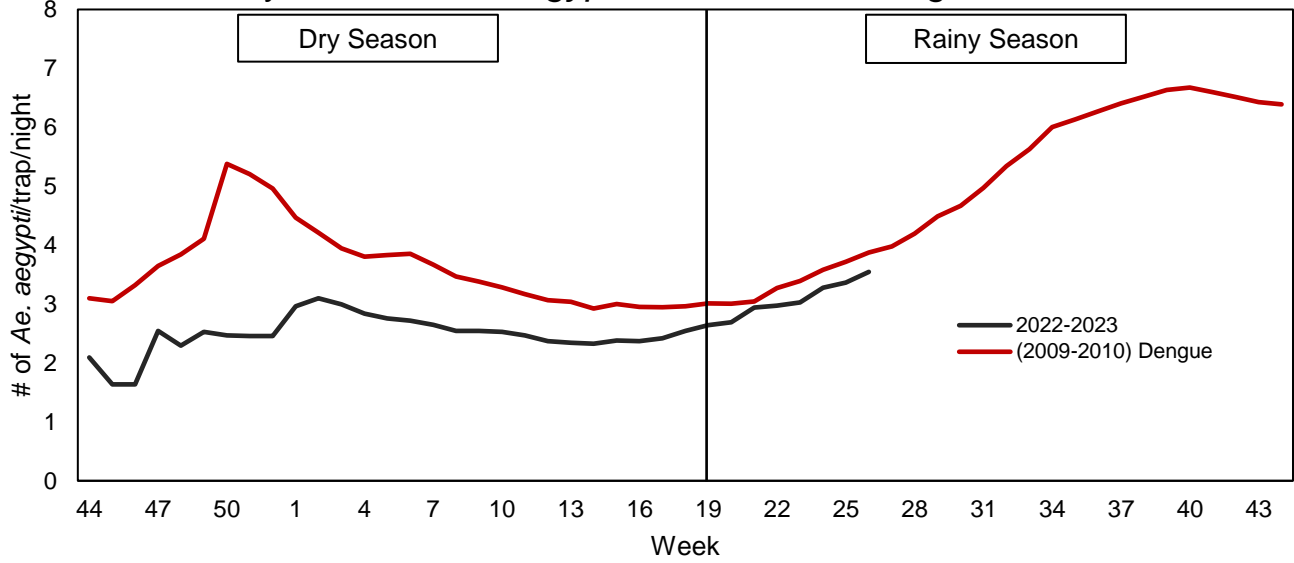
**Middle Keys *Aedes aegypti* Larval Information:**



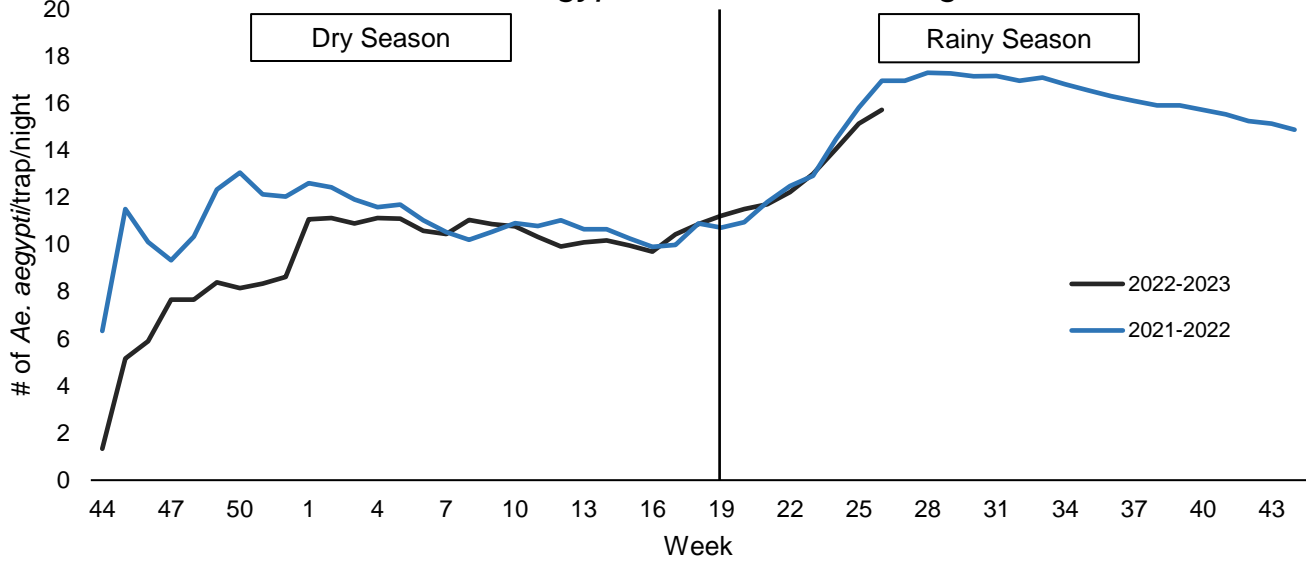
**Upper Keys *Aedes aegypti* Larval Information:**



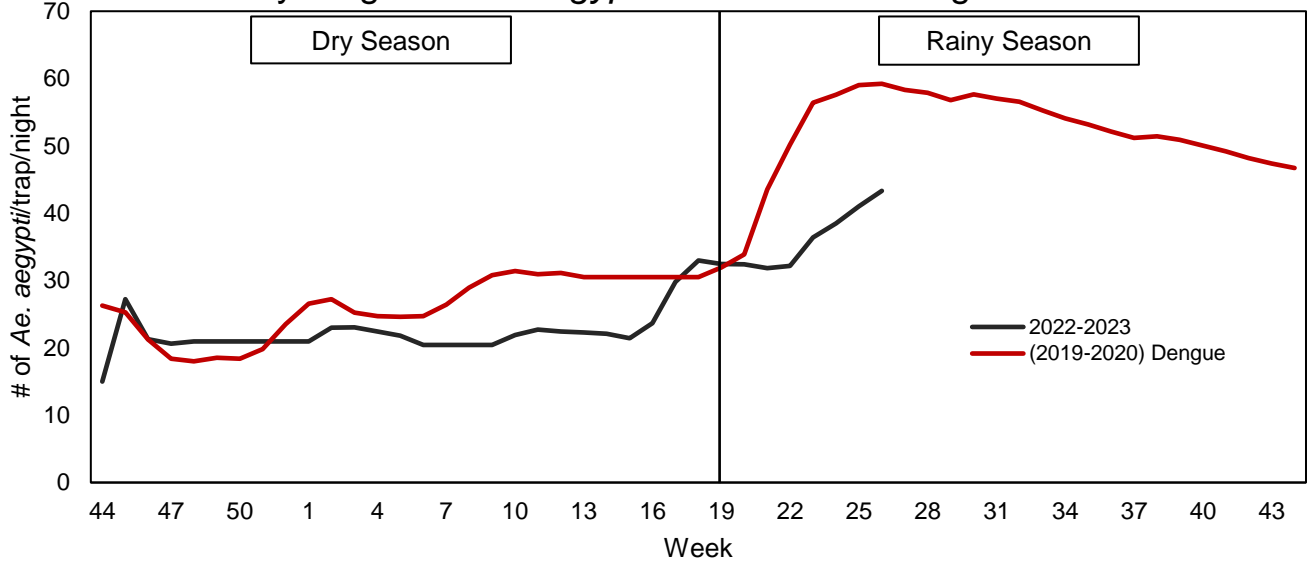
Key West *Aedes aegypti* Cumulative Average



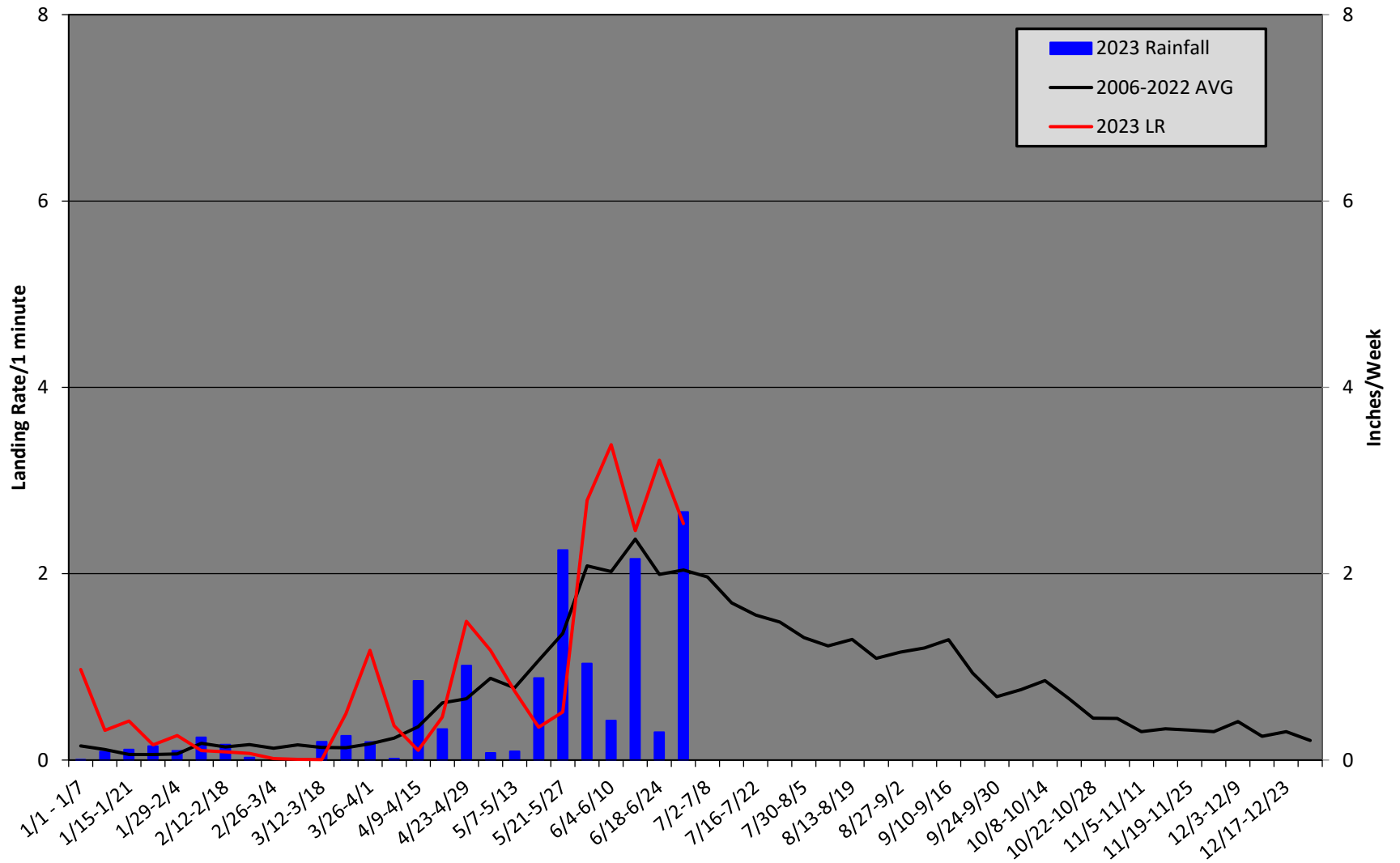
Marathon *Aedes aegypti* Cumulative Average



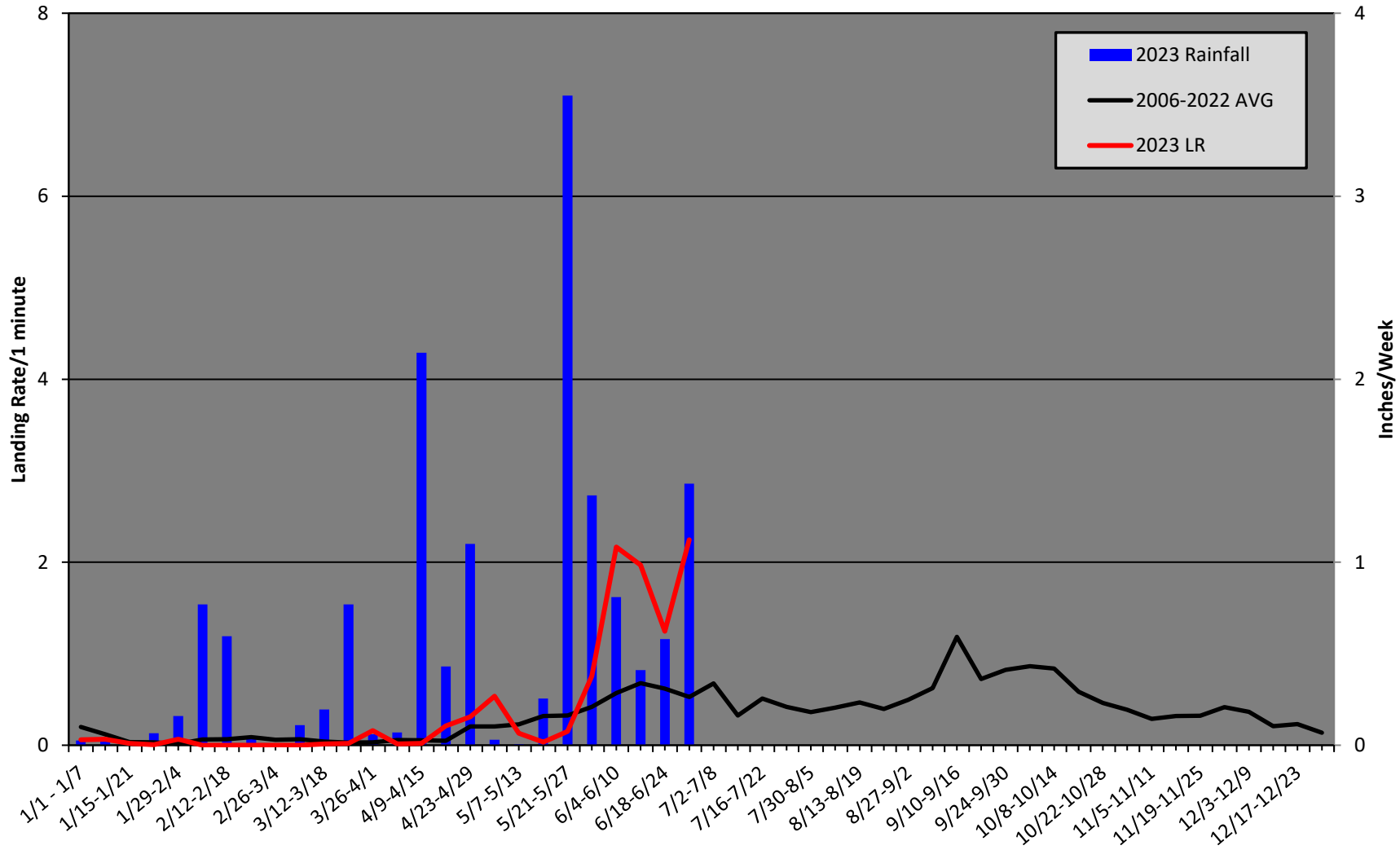
Key Largo *Aedes aegypti* Cumulative Average



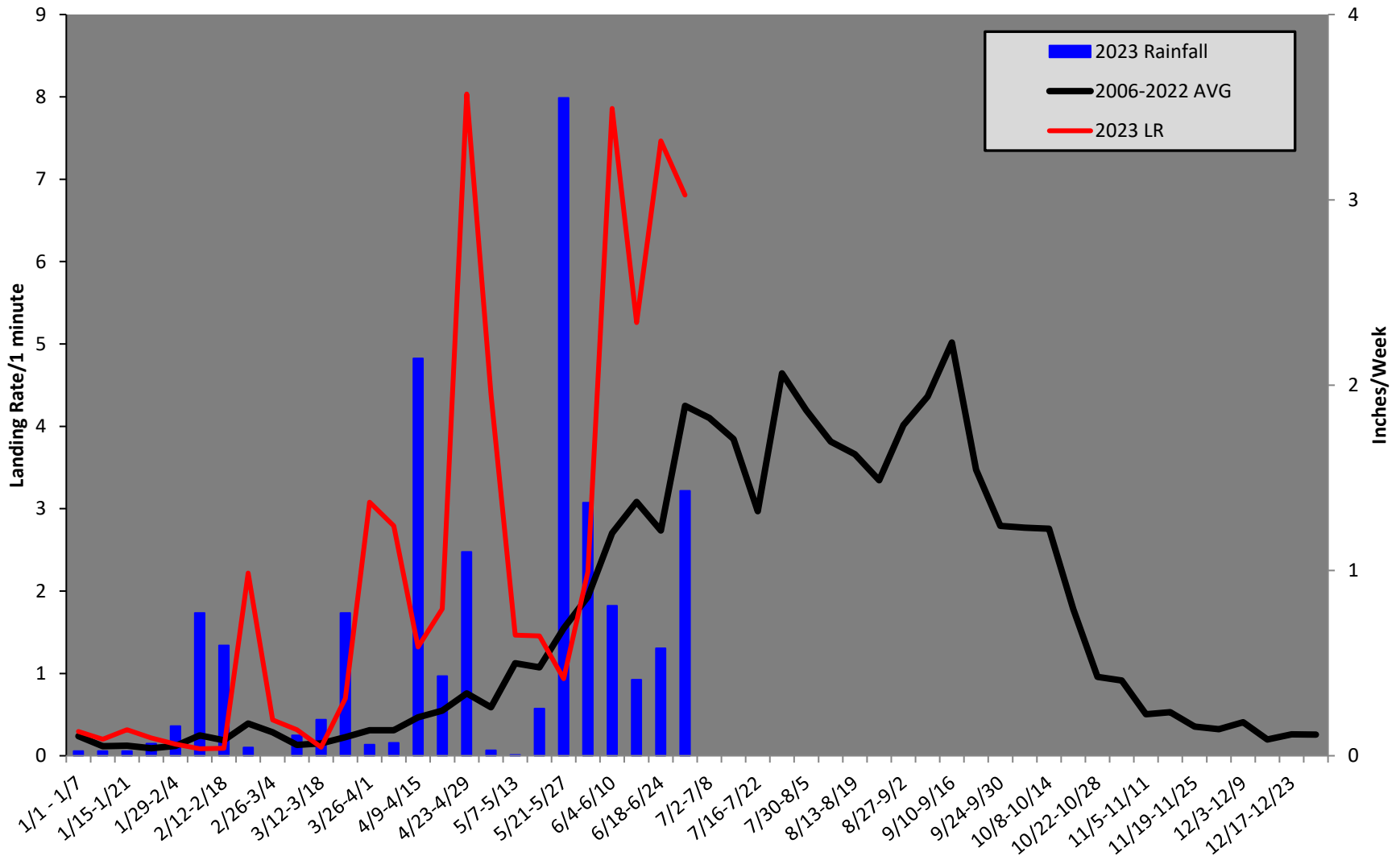
## Lower Keys: Saddlebunch to Bahia Honda Average Landing Rate Counts and Rainfall



## Middle Keys: Vaca Key to Lower Matecumbe Average Landing Rate Counts and Rainfall



## Upper Keys: Upper Matecumbe to Upper Key Largo Average Landing Rate Counts



# *Item 10a*

## Performance Review, The Balmoral Group



# *Item 11a*

## Financial Reports

Budget Analysis

District Finances

Cash Disbursements

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
MONTHLY BUDGET ANALYSIS  
FISCAL YEAR 2022-2023  
JUNE 2023**

**STATE FUND**

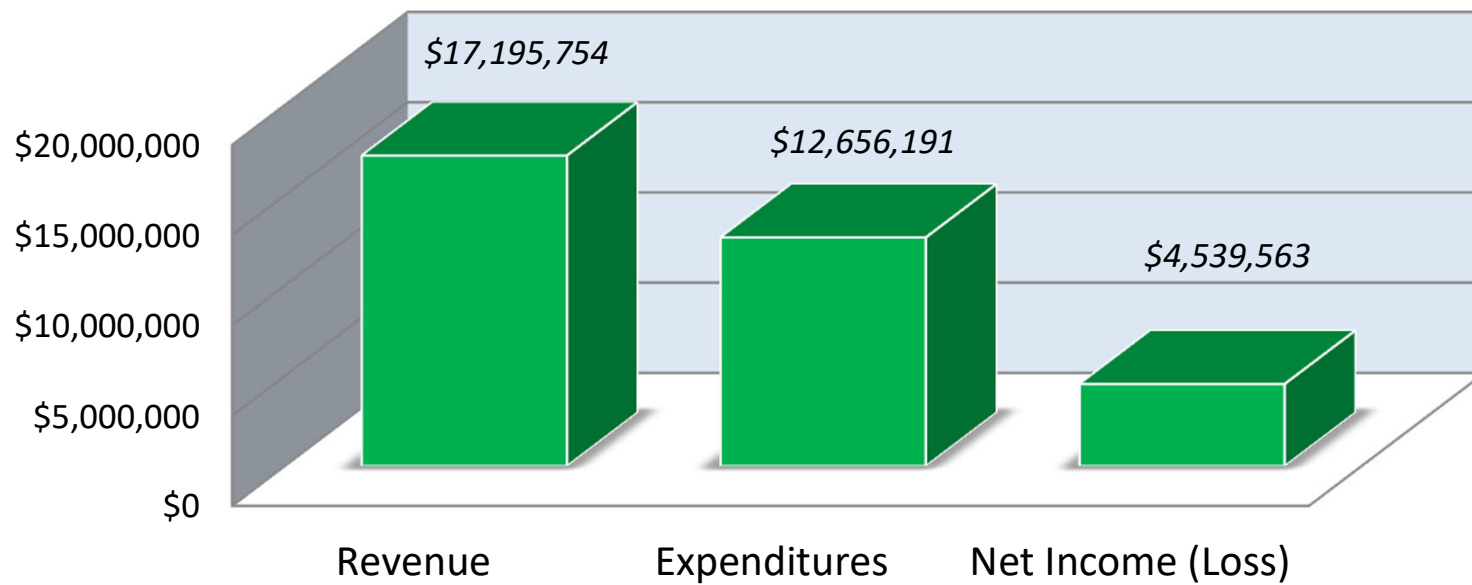
ACCT. NO	ITEM	Annual Budget	Current June Actual	Prior Year Month	Current YTD Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15						0.00	0.00
20	Personal Service Benefits 21 - 25						0.00	0.00
30	Operating Expense 31 - 34						0.00	0.00
40	Travel and Per Diem 40.1 - 40.3	13,635.00			1,180.00	1,915.95	12,455.00	(735.95)
41	Communication Services						0.00	0.00
42	Freight Services						0.00	0.00
43	Utility Services						0.00	0.00
44	Rentals and Leases						0.00	0.00
45	Insurance						0.00	0.00
46	Repair and Maintenance Service 46.1 - 46.6						0.00	0.00
47	Printing/Binding						0.00	0.00
48	Promotional Activities						0.00	0.00
49	Other Current Charges and Obligations						0.00	0.00
51	Office Supplies/Materials						0.00	0.00
52.1	Gas/Oil/Lube						0.00	0.00
52.2	Chemical/Solvents/Additives	1,099,383.09	160,992.00		160,992.00	275,572.50	938,391.09	(114,580.50)
52.3	Clothing and Wearing Apparel						0.00	0.00
52.4	Miscellaneous Supplies and Incidental						0.00	0.00
52.5	Tools and Small Implements						0.00	0.00
54	Books, Publications, Subscriptions, Memberships						0.00	0.00
55	Training	4,400.00			4,051.00	0.00	349.00	4,051.00
60	Capital Outlay 61 - 64	194,038.00			8,825.00		185,213.00	8,825.00
71	Debt Service-Principal							
72	Debt Service-Interest							
89	Contingency (current year)	201,980.00					201,980.00	
99	Payment of Prior Year Accounts							
0.001	Reserves - Future Capital Outlay							
0.002	Reserves - Self Insurance							
0.004	Reserves - Sick and Annual Leave							
	TOTAL:	1,513,436.09	160,992.00	0.00	175,048.00	277,488.45	1,338,388.09	(102,440.45)

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
MONTHLY BUDGET ANALYSIS  
FISCAL YEAR 2022-2023  
JUNE 2023**

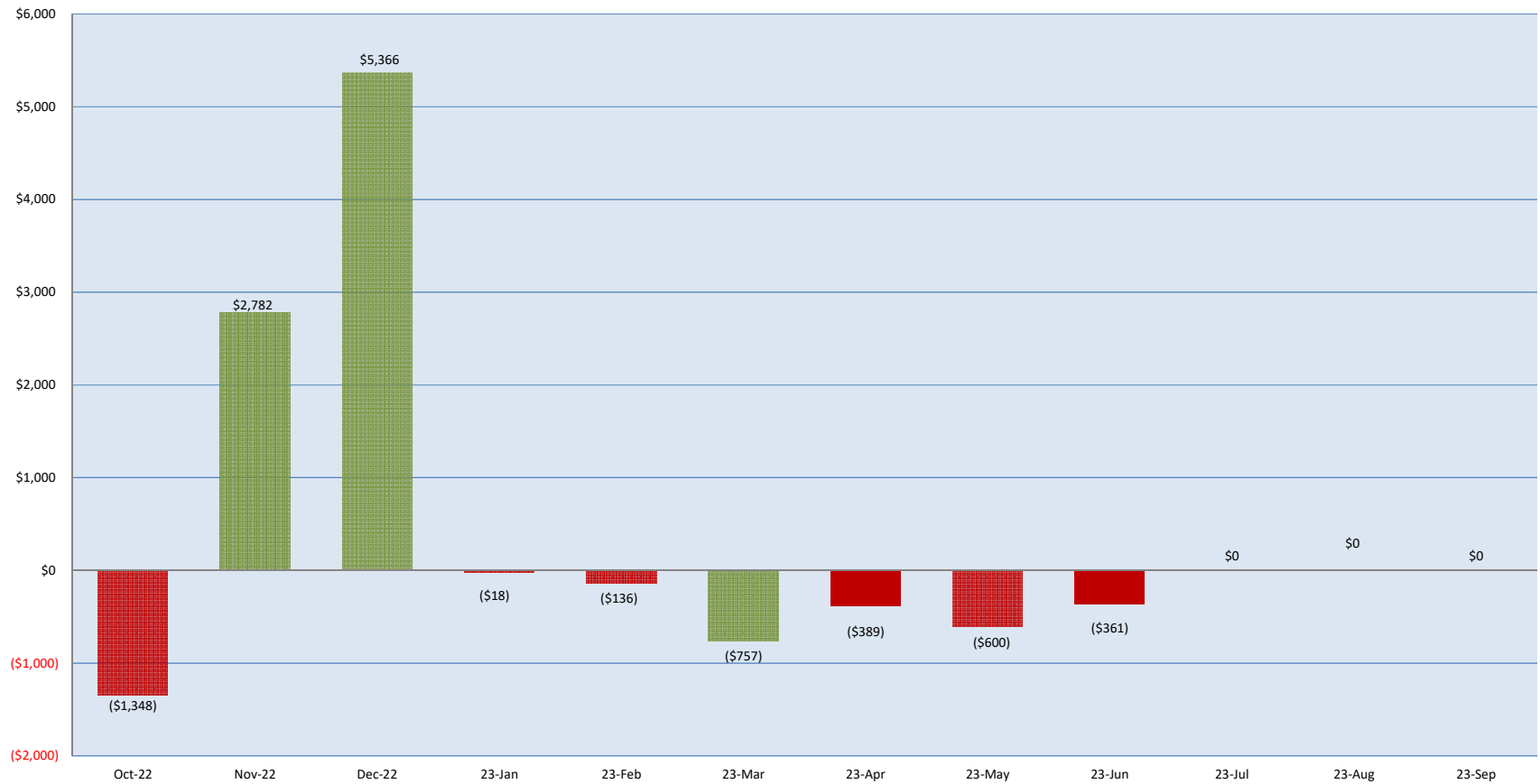
**LOCAL FUND**

ACCT. NO	ITEM	Annual Budget	Current June Actual	Prior Year Month	Current YTD - Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15	5,489,352.00	413,433.58	405,842.00	3,842,283.29	3,644,090.23	1,647,068.71	198,193.06
20	Personal Service Benefits 21 - 25	3,825,678.00	241,485.55	328,764.75	2,158,792.08	2,375,657.96	1,666,885.92	(216,865.88)
30	Operating Expense 31 - 34	1,148,993.00	28,032.95	70,481.51	906,684.62	808,315.83	242,308.38	98,368.79
40	Travel and Per Diem 40.1 - 40.3	123,985.00	4,878.71	4,450.14	75,681.22	68,859.81	48,303.78	6,821.41
41	Communication Services	100,100.00	10,865.17	7,937.17	72,016.62	65,703.63	28,083.38	6,312.99
42	Freight Services	16,500.00	1,818.74	2,735.48	9,073.87	12,441.94	7,426.13	(3,368.07)
43	Utility Services	162,250.00	9,775.43	9,443.19	73,915.97	72,125.76	88,334.03	1,790.21
44	Rentals and Leases	960,640.00	17,230.56	17,023.47	135,930.94	106,079.76	824,709.06	29,851.18
45	Insurance	797,570.00	0.00	0.00	55,049.66	24,333.70	742,520.34	30,715.96
46	Repair and Maintenance Service 46.1 - 46.6	958,490.00	33,363.08	64,275.02	380,510.10	404,740.18	577,979.90	(24,230.08)
47	Printing/Binding	6,350.00	0.00	2,370.00	5,596.84	4,593.80	753.16	1,003.04
48	Promotional Activities	21,000.00	335.00	1,015.00	6,026.74	6,409.00	14,973.26	(382.26)
49	Other Current Charges and Obligations	20,115.00	178.80	797.70	15,309.45	504,864.90	4,805.55	(489,555.45)
51	Office Supplies/Materials	89,411.00	22.75	448.33	55,332.90	43,253.37	34,078.10	12,079.53
52.1	Gas/Oil/Lube	325,762.00	29,230.98	40,602.51	152,097.32	180,315.03	173,664.68	(28,217.71)
52.2	Chemical/Solvents/Additives	1,311,028.44	127,008.00	162,064.95	728,984.23	578,000.80	582,044.21	150,983.43
52.3	Clothing and Wearing Apparel	41,540.00	4,108.06	2,366.95	27,971.03	28,580.21	13,568.97	(609.18)
52.4	Miscellaneous Supplies and Incidental	196,969.00	9,962.43	11,744.97	62,050.04	99,392.55	134,918.96	(37,342.51)
52.5	Tools and Small Implements	13,662.00	229.98	426.31	3,048.13	7,666.61	10,613.87	(4,618.48)
54	Books, Publications, Subscriptions, Memberships	73,541.00	(27.21)	10,361.75	44,708.48	54,585.73	28,832.52	(9,877.25)
55	Training	111,600.00	973.00	0.00	53,654.09	58,602.08	57,945.91	(4,947.99)
60	Capital Outlay 61 - 64	4,439,354.00	0.00	43,660.63	3,791,473.36	134,122.62	647,880.64	3,657,350.74
71	Debt Service-Principal							
72	Debt Service-Interest							
89	Contingency (current year)	2,548,020.00					2,548,020.00	
99	Payment of Prior Year Accounts							
0.001	Reserves - Future Capital Outlay	52,530.00					52,530.00	
0.002	Reserves - Self Insurance						0.00	
0.004	Reserves - Sick and Annual Leave	250,000.00					250,000.00	
	<b>TOTAL:</b>	<b>23,084,440.44</b>	<b>932,905.56</b>	<b>1,186,811.83</b>	<b>12,656,190.98</b>	<b>9,282,735.50</b>	<b>10,428,249.46</b>	<b>3,373,455.48</b>

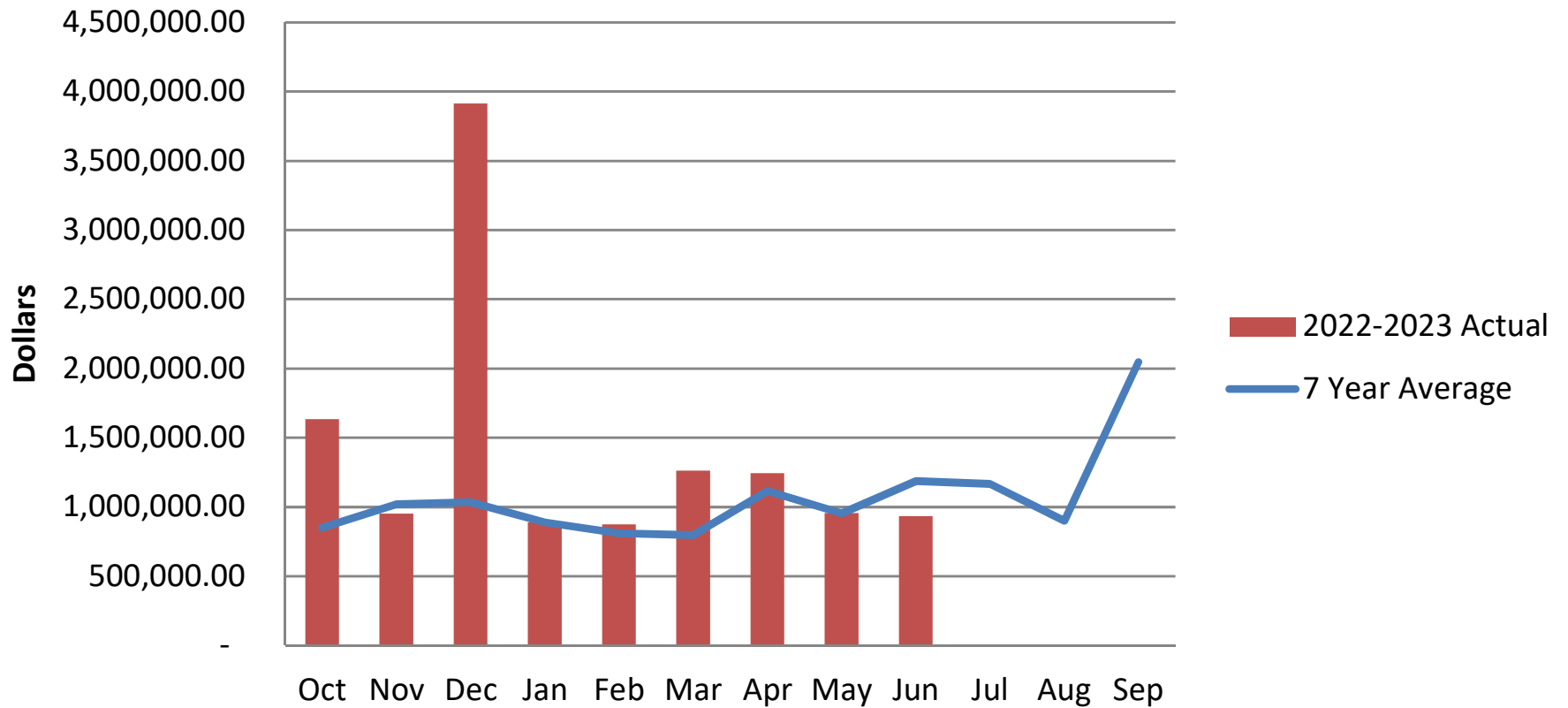
## FKMCD Local FY 2022-2023 YTD Cash Basis Net Income (Loss) through June 2023



**FKMCD Local Funds FY 2022-2023 Cash Basis Monthly Net Income (Loss) through  
June 2023  
(Thousands of Dollars)**



## Expenditure of Local Funds 2022-2023 Actual vs. Average of Last 7 Years



**LOCAL ACCOUNT FUNDS**

CHECKING - OPERATING

Checking Account balance on June 30, 2023:	\$ 1,192,420.69	
Plus July 2023 deposits to date:	<u>9,433.24</u>	
Total Operating Checking Account funds available:		\$ 1,201,853.93
Less funds transferred from Operating to Health:	(162,052.42)	
Less funds transferred from Operating to FL Class:	0.00	
Less July 2023 expenditures to date:	<u>(504,601.13)</u>	
Total Operating Checking Account funds expended/transferred to date:		<u>(666,653.55)</u>
Balance in Local Checking Account at present:		<u><u>\$ 535,200.38</u></u>

CHECKING - FL CLASS

Checking Account balance on June 30, 2023:	\$ 9,206,019.63	
Plus funds transferred from Operating Checking to FL Class Cash:	<u>0.00</u>	
Total FL Class Cash Account funds available:		\$ 9,206,019.63
Total Net FL Class Cash expenditures to date:		<u>0.00</u>
Balance in FL Class Cash Account at present:		<u><u>\$ 9,206,019.63</u></u>

CHECKING - PAYROLL

Checking Account balance on June 30, 2023:	\$ 0.38	
Plus funds transferred from Operating Checking to Payroll Checking:	<u>0.00</u>	
Total Payroll Checking Account funds available:		\$ 0.38
Total Net Payroll Checking expenditures to date:		<u>0.00</u>
Balance in Local Payroll Checking Account at present:		<u><u>\$ 0.38</u></u>

HEALTH INSURANCE CLAIMS FUND ACCOUNT

Checking Account balance on June 30, 2023:	\$ 58.41	
Plus funds transferred from Operating Checking to Health Checking:	<u>162,052.42</u>	
Total Health Checking Account funds available:		\$ 162,110.83
Total Net Health Checking expenditures to date:		<u>0.00</u>
Balance in Local Health Checking Account at present:		<u><u>\$ 162,110.83</u></u>
Plus FSA Account		<u><u>39,960.54</u></u>
Total Local Funds:		<u><u>\$ 9,943,291.76</u></u>

**STATE I ACCOUNT FUNDS**

CHECKING - OPERATING

June 30, 2023:	\$ 227,074.52	
Plus July 2023 deposits to date:	<u>0.00</u>	
Total Checking Account funds available:		\$ 227,074.52
Less funds transferred to Operating Checking:		
Less July 2023 expenditures to date:	<u>0.00</u>	
Total State I Checking Account funds expended/transferred to date:		<u>0.00</u>
Balance in State I Checking Account at present:		<u><u>\$ 227,074.52</u></u>

**CASH DISBURSEMENTS  
FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

Honorable Board of Commissioners  
Florida Keys Mosquito Control District  
Key West, Florida 33040

Commissioners:

I herewith tender to you Cash Disbursements June 1, 2023 to June 30, 2023:

Check No.	Payment Date	Remit To	Payment Amt.
ACH	6/2/2023	Florida Division of Retirement	65,652.65
ACH	6/2/2023	Centennial Bank	1,681.83
ACH	6/2/2023	EFTPS	279.55
ACH	6/9/2023	Florida State Disbursement Unit	209.19
ACH	6/9/2023	Florida State Disbursement Unit	278.42
ACH	6/9/2023	Florida State Disbursement Unit	411.78
ACH	6/9/2023	Empower Retirement	5,965.00
ACH	6/9/2023	EFTPS	53,402.11
ACH	6/9/2023	Centennial Bank	146,832.23
ACH	6/16/2023	CIGNA Healthcare	72,289.81
ACH	6/20/2023	Centennial Bank	3,133.44
ACH	6/20/2023	EFTPS	556.54
ACH	6/23/2023	EFTPS	49,591.66
ACH	6/23/2023	Centennial Bank	138,293.63
ACH	6/23/2023	Florida State Disbursement Unit	411.78
ACH	6/23/2023	Florida State Disbursement Unit	278.42
ACH	6/23/2023	Florida State Disbursement Unit	209.19
ACH	6/23/2023	Empower Retirement	5,965.00
ACH	6/28/2023	Centennial Bank	4,959.23
ACH	6/28/2023	EFTPS	1,543.08
ACH	6/28/2023	Centennial Bank	1,564.55
ACH	6/28/2023	Centennial Bank	1,836.20
ACH	6/28/2023	Centennial Bank	3,065.93
ACH	6/28/2023	Centennial Bank	3,038.20
ACH	6/28/2023	Centennial Bank	474.33
ACH	6/29/2023	Centennial Bank	876.55
118840	6/2/2023	AFLAC Inc (Payroll Deductions)	2,738.08
118841	6/2/2023	AFLAC Inc (Payroll Deductions)	44.20
118842	6/2/2023	Amazon Capital Services	505.52
118843	6/2/2023	Bell Textron, Inc	1,846.80
118844	6/2/2023	Campbell Oil Co Inc.	9,987.96
118845	6/2/2023	Colonial Life Insurance	126.48
118846	6/2/2023	Daniel Collins	2,480.00
118847	6/2/2023	DSLX.NET	3,275.00
118848	6/2/2023	Florida Keys Electric Coop Assn Inc	661.22
118849	6/2/2023	Dion Fuels, LLC	1,651.91
118850	6/2/2023	Florida Keys Aqueduct Authority	299.16
118851	6/2/2023	Elizabeth R. Frampton (Per Diem/Travel Reimbursement 5/24/2023)	15.00
118852	6/2/2023	Grainger	771.51
118853	6/2/2023	Keys Energy Services	989.80
118854	6/2/2023	KLI Shell Lumber & Hardware Headquarters	494.11
118855	6/2/2023	Level 4 Telcom	481.10
118856	6/2/2023	Low Cut Lawn Care LLC	1,600.00
118857	6/2/2023	Robert McGregor (Per Diem/Travel Reimbursement 5/24/2023)	15.00
118858	6/2/2023	Advanced Urgent Care	25.00
118859	6/2/2023	OMNI Industrial Process, LLC	6,150.00
118860	6/2/2023	Verizon Wireless	3,687.25
118861	6/2/2023	Vernis & Bowling of the Florida	16,994.50



**LOCAL ACCOUNT CONTINUED**

118862	6/2/2023	Wex Bank	119.08
118863	6/2/2023	Waste Management of Florida Keys	389.69
118864	6/9/2023	Airgas USA, LLC	3,161.15
118865	6/9/2023	Airgas Dry Ice	875.21
118866	6/9/2023	Amazon Capital Services	584.82
118867	6/9/2023	APG Media	178.80
118868	6/9/2023	BASIC Benefits (COBRA Admin Fee)	66.74
118869	6/9/2023	Michael Burton, D.O.	100.00
118870	6/9/2023	Clarke Mosquito Control Products (REIMBURSED IN JULY)	42,336.00
118871	6/9/2023	Danilo Diaz Perez (Per Diem/Travel Reimbursement 5/22-6/7/2023)	140.00
118872	6/9/2023	Enterprise FM Trust	15,929.87
118873	6/9/2023	Federal Express	121.62
118874	6/9/2023	FedEx Freight	799.23
118875	6/9/2023	Fisher Scientific	108.24
118876	6/9/2023	Forestry Suppliers, Inc.	106.26
118877	6/9/2023	Frasco Profiles	349.92
118878	6/9/2023	Home Depot Credit Services	451.22
118879	6/9/2023	Lawrence J. Hribar, PhD (Reimbursement for District Postage)	11.45
118880	6/9/2023	Keys Auto Supply	453.42
118881	6/9/2023	Keys Auto Supply	864.19
118882	6/9/2023	Keys Sanitary Service (RCR0208)	192.04
118883	6/9/2023	LEAF	69.95
118884	6/9/2023	Marie's Cleaning	920.00
118885	6/9/2023	News-Barometer	135.00
118886	6/9/2023	James Ozmar (Per Diem/Travel Reimbursement 6/6/2023)	125.00
118887	6/9/2023	Pure Health Solutions Inc.	239.70
118888	6/9/2023	Publix Super Markets, Inc.	112.44
118889	6/9/2023	Steven Rutherford (Per Diem/Travel Reimbursement 4/26-6/7/2023)	165.00
118890	6/9/2023	Standard Insurance Co.	4,651.43
118891	6/9/2023	Target Specialty Products	700.00
118892	6/9/2023	United Way of the Florida Keys (Payroll Deductions)	18.00
118893	6/9/2023	Valley Industries	484.41
118894	6/9/2023	Vernis & Bowling of the Florida	2,150.00
118895	6/16/2023	Advance Auto Parts	348.29
118896	6/16/2023	Advanced Fire & Security, Inc.	570.00
118897	6/16/2023	Amazon Capital Services	683.99
118898	6/16/2023	Arrow Aviation	3,870.23
118899	6/16/2023	Boeing Distribution, Inc.	368.61
118900	6/16/2023	Campbell Oil Co Inc.	7,333.47
118901	6/16/2023	E.M.C Oil Corp.	600.00
118902	6/16/2023	Garrett's A/C & Refrigeration	275.00
118903	6/16/2023	Grainger	53.81
118904	6/16/2023	Key West Citizen	163.95
118905	6/16/2023	Alana Loftus (Per Diem/Travel Reimbursement 5/30-6/8/2023)	75.00
118906	6/16/2023	Tom Loftus (Per Diem/Travel Reimbursement 6/7/2023)	15.00
118907	6/16/2023	Marathon Garbage Service, Inc.	981.61
118908	6/16/2023	Joseph R. Sheriff (Per Diem/Travel Reimbursement 5/29/2023)	15.00
118909	6/16/2023	State of Florida	144.36
118910	6/16/2023	Target Specialty Products	2,890.00
118911	6/16/2023	UniFirst Corporation	1,264.67
118912	6/16/2023	Xerox Corporation	991.04
118913	6/16/2023	Phillip L. Goodman (Per Diem/Travel Reimbursement Bd Mtg 6/20/2023)	58.65
118914	6/16/2023	Thomas R. McDonald (Per Diem/Travel Reimbursement Bd Mtg 6/20/2023)	74.50
118915	6/16/2023	Brandon Pinder (Per Diem/Travel Reimbursement Bd Mtg 6/20/2023)	86.29
118916	6/16/2023	Stanley Zuba (Per Diem/Travel Reimbursement Bd Mtg 6/20/2023)	69.52
118917	6/23/2023	Adapco, Inc.	42,336.00
118918	6/23/2023	Florida Keys Electric Coop Assn Inc	4,001.24
118919	6/23/2023	Roberto Alvarenga (Per Diem/Travel Reimbursement 5/24-6/24/2023)	60.00
118920	6/23/2023	Bruce L. Holden (Per Diem/Travel Reimbursement 5/23 & 6/20/2023)	30.00
118921	6/23/2023	Justin Knowles (Per Diem/Travel Reimbursement 6/4-13/2023)	<sup>37</sup> 305.00

**LOCAL ACCOUNT CONTINUED**

118922	6/23/2023	James Ozmar (Per Diem/Travel Reimbursement 6/9/2023)	10.00
118923	6/23/2023	Tom Loftus (Per Diem/Travel Reimbursement 6/13/2023)	15.00
118924	6/23/2023	Paul Pignataro (Per Diem/Travel Reimbursement 5/15-6/7/2023)	45.00
118925	6/23/2023	Joseph R. Sheriff (Per Diem/Travel Reimbursement 6/20/2023)	15.00
118926	6/23/2023	Lawrence J. Hribar, PhD (Reimbursement for District Postage)	28.55
118927	6/23/2023	Fisher Scientific	187.53
118928	6/23/2023	HemoStat Laboratories	37.25
118929	6/23/2023	Verizon Wireless	2.46
118930	6/23/2023	Florida Keys Aqueduct Authority	783.15
118931	6/23/2023	Wex Bank	121.78
118932	6/23/2023	United Way of the Florida Keys (Payroll Deductions)	18.00
118933	6/28/2023	Alana Loftus (Per Diem/Travel Reimbursement 6/12-22/2023)	90.00
118934	6/28/2023	Lawrence J. Hribar, PhD (Reimbursement for District Supplies)	8.24
118935	6/28/2023	Wex Bank	256.27
118936	6/28/2023	Low Cut Lawn Care LLC	1,600.00
118937	6/28/2023	Wex Bank	1,399.75
118938	6/28/2023	Protection Plus	1,209.75
118939	6/28/2023	Florida Keys Electric Coop Assn Inc	629.52
118940	6/28/2023	AFLAC Inc (Payroll Deductions)	5,937.87
118941	6/28/2023	Sunshine Gasoline Distributors, Inc.	7,442.93
118942	6/28/2023	Aviation Survival	3,190.00
118943	6/28/2023	Airbus Helicopters, Inc	4,125.89
118944	6/28/2023	Adapco, Inc.	42,336.00
118945	6/28/2023	D&D Island Tire	200.00
118946	6/28/2023	Arrow Aviation	255.70
118947	6/28/2023	Genset Services, Inc (Generator Repairs)	5,279.00
118948	6/28/2023	The N2 Company	200.00
118949	6/28/2023	Amazon Capital Services	1,030.47
118950	6/28/2023	Allen, Norton & Blue, P.A.	600.00
118951	6/28/2023	Fisher Scientific	256.80
118952	6/28/2023	DSLX.NET	3,275.00
118953	6/28/2023	Aeronautical Accessories, Inc.	1,846.75
118954	6/28/2023	Specialty Hardware Supply, Inc.	123.79
		Transfer - Healthcare	88,511.16
<b>Total Local Account Cash Disbursements</b>			<b>\$928,483.62</b>

Respectfully Submitted,

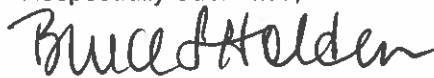


Bruce Holden, Finance Director/Comptroller  
Florida Keys Mosquito Control District

**STATE I ACCOUNT**

Check No.	Payment Date	Remit To	Payment
1175	6/12/2023	Adapco	\$160,992.00
<b>Total STATE I Account Cash Disbursements</b>			<b>\$160,992.00</b>

Respectfully Submitted,



Bruce Holden, Finance Director/Comptroller  
Florida Keys Mosquito Control District

*Item 11b*

Resolution  
2023-16  
Church Lease

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-16**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, IN SUPPORT OF THE LEASE BETWEEN THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT AND KEY LARGO COMMUNITY CHURCH, INC.**

**WHEREAS**, the Florida Keys Mosquito Control District (hereinafter “District”) owns property important for potential future use; and

**WHEREAS**, the property located at 10071 Overseas Highway, Burlington School Site, Burlington Road, Key Largo, Florida (hereinafter “subject property”) is the only unbuilt property the District has to expand, and the District would like to keep for future building needs; and

**WHEREAS**, on June 27, 2007, the District entered into a Lease with the Key Largo Community Church, Inc. as a Florida Not for Profit entity (hereinafter “Church”) in order to lease the property located at 10071 Overseas Highway, Burlington School Site, Burlington Road, Key Largo, Florida; and

**WHEREAS**, on January 19, 2010, the District and the Church executed an Addendum to the Lease extending same until May 1, 2033; and

**WHEREAS**, the Board of Commissioners of the District finds that leasing the subject property is currently the best use of the subject property and is in the best interest of the District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2. Support of Lease.** The Board of Commissioners of the District finds that leasing the subject property is currently the best use of the subject property.

**Section 3. Severability.** If any section, sentence, clause or phrase of this resolution should be held invalid, unlawful, or unconstitutional, said determination shall not be held to invalidate or impair the validity, force, or effect of any other section, sentence, phrase or portion of this resolution not otherwise determined to be invalid, unlawful, or unconstitutional.

**Section 4. Effective Dates.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of July, 2023.

District 1 – Commissioner Jill Cranney	Yes_____	No_____
District 2 – Chair Phil Goodman	Yes_____	No_____
District 3 – Commissioner Brandon Pinder	Yes_____	No_____
District 4 – Vice Chair Stanley M. Zuba	Yes_____	No_____
District 5 – Commissioner Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

\_\_\_\_\_  
Andrea Leal, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman Phil Goodman

\_\_\_\_\_  
Date

LEASE

THIS LEASE is made and entered into as of this 27<sup>th</sup> day of June, 2007, by and between the **FLORIDA KEYS MOSQUITO CONTROL DISTRICT** (the "Lessor") whose address is 5224 College Road, Key West, Florida, 33040 and the **KEY LARGO COMMUNITY CHURCH, INC.** (the "Lessee") whose address for notice-purposes is P.O. Box 679, Key Largo, Florida 33037.

**WITNESSETH THAT:**

In consideration of the mutual promises, covenants and conditions herein contained and the rent reserved by Lessor to be paid by Lessee to Lessor, Lessor hereby leases to Lessee and Lessee hereby rents from Lessor, that certain property situated in Monroe County, Florida, hereinafter described, for the term and at the rentals and upon the terms and conditions hereinafter set forth.

1. **PREMISES.** The property (the "Premises") hereby leased, let and demised by Lessor unto Lessee consists of the real property described on attached Exhibit "A" hereto, together with any improvements thereon. The Premises are located at 10071 Overseas Highway, Burlington School Site, Burlington Road, Key Largo, Florida.

2. **TERM.** The term of this lease (the "Lease Term") shall be for a period of ten years commencing upon the expiration of the previous lease between the parties. This lease shall begin at midnight on May 1, 2008, (the "Commencement Date") and expiring at midnight on May 1, 2018, unless the Lease Term shall sooner terminate or be extended as hereinafter provided ("Expiration Date").

3. **TERMINATION.** Notwithstanding anything herein to the contrary, the Lessee may terminate this lease at their discretion and without cause, upon thirty (30) days written notice to the Lessor. Additionally, notwithstanding anything herein to the contrary, the Lessor may terminate this lease for good cause shown and upon serving the Lessee with one-hundred and eighty (180) written notice.

Additionally, lessor shall have the right to modify lease if property needs to be reclaimed due to any federal, state or local ordinance requiring the Lessor to do so.

4. **BASIC RENT.** Lessee shall pay to Lessor as rent for the Premises the following sums (hereinafter called the "Basic Rent" or "Rent"). The Basic Rent will be paid in monthly installments of \$25.00. Each monthly installment of Rent shall be payable in advance on the first (1st) day of each calendar month of the Lease Term to the Lessor at the address of Lessor set forth on Page 1 hereof, or at such other place Lessor may from time to time designate in writing. If the Commencement Date is not on the first (1st) day of a calendar month, rent for the period beginning with and between the Commencement Date and the first (1st) day of the following month shall be apportioned on a per diem basis at the monthly rental rate hereinabove provided and shall be payable on the Commencement Date. In addition to the Basic Rent hereinabove reserved, Lessee shall also pay the amount of any use or sales tax on said rent imposed by the State of Florida and any Federal or local government which taxes and other assessments shall be paid at the same time and in the same manner as each payment of rent. There shall be due with any payment of rent received after the fifth (5th) day of the month a late payment charge equal to five percent (5%) of the monthly payment.

5. **USE.** Lessee, its successors and assigns, shall use the Premises exclusively for church purposes and any related uses in connection therewith and for no other use or purpose. Lessee shall comply with all laws, ordinances, rules and regulations of applicable governmental authorities respecting the use, operation and activities of the Premises (including sidewalks, streets, approaches, drives, entrances and other common areas serving the Premises), and Lessee shall not make suffer or permit any unlawful, improper or offensive use of the Premises, or such other areas, or any part thereof, or permit any nuisance thereon. Lessee shall not make use of the Premises which would make void or voidable any policy of fire or extended coverage insurance covering the Premises. If any use or conduct of business by Lessee causes an increase in the rate of the insurance on the Premises and/or the building it is a part of, then Lessee hereby agrees to pay such increase. Lessee shall use the Premises only for the purpose stated in this Lease and shall not suffer or permit any waste or mistreatment thereof.

6. **QUIET ENJOYMENT.** Lessor covenants that so long as Lessee pays the rent reserved in this Lease and performs its agreements hereunder Lessee may peaceably and quietly have, hold, enjoy and use the Premises for the term hereof, subject only to the provisions of this Lease.

7. **EXAMINATION OF PREMISES.** Lessee has examined the Premises, is familiar with the condition thereof, and accepts the Premises in their present condition, unless otherwise expressly agreed upon in writing.

8. **SIGNS.** Lessee may not place nor maintain any sign which has not been approved in writing by Lessor. Lessee shall maintain such approved sign in good condition and repair.

9. **ASSIGNMENT AND SUBLETTING.** Lessee shall not assign, sell, transfer or otherwise dispose of its leasehold estate under this lease nor any rights hereunder nor let or sublet all or any part of the Premises nor suffer or permit any person or corporation to use any part of the Premises without first obtaining the express written consent of Lessor. In the event of a sublease or assignment, Lessee shall remain liable for all terms and conditions set forth in the lease unless and until released therefrom by Lessor in writing. Any assignment or subletting of this lease by Lessee which is not so approved by Lessor shall be void.

10. **SERVICES TO BE FURNISHED BY LESSOR.** Lessor is not responsible for the cost of providing any services to the Premises.

Failure by Lessee to obtain any services shall not render Lessor liable in any respect for damages to either person or property, nor be construed as an eviction of Lessee; nor work an abatement of rent, nor relieve Lessee from fulfillment of any covenant or agreement hereof. Should any equipment or machinery servicing the operation of the Premises break down or for any cause cease to function properly, Lessee shall use reasonable diligence to repair the same promptly but Lessee shall have no claim for rebate of rent or damages on account of any interruptions in service occasioned thereby or resulting therefrom. Lessee shall be responsible for all electric, gas, telephone and other utilities that will be separately metered at the Premises.

**11. REPAIRS AND MAINTENANCE.** Lessee shall keep and maintain the Premises in good, clean and neat condition and in the condition on the date hereof wear and tear excepted. Lessor shall not be called upon and shall have no obligation to make any repairs, improvements or alterations whatsoever to the Premises. Lessee shall be liable for all maintenance, repair and replacement of all improvements on the Premises including any and all buildings, parking lot and any and all other improvements thereon. All electricity and telephone charges, and cleaning of the Premises and windows serving the Premises shall be the responsibility of and paid by the Lessee. Lessee shall maintain the Premises as well as all windows in a neat and clean condition and Lessee shall not permit rubbish, refuse or garbage to accumulate or any fire or health hazard to exist upon or about the Premises.

If Lessee fails to make such repairs or replacements or perform necessary maintenance promptly, or within fifteen (15) days of occurrence, Lessor may, at its option, make such repairs or replacements, and Lessee shall pay the cost thereof to Lessor on demand. Lessee will not commit or allow any waste or damage to be committed on any portion of the Premises, and shall, at the termination of this Lease, by lapse of time or otherwise, deliver up said Premises to Lessor in as good condition as at date of possession of Lessee, ordinary wear and tear and damage by fire or windstorm alone excepted, and upon such termination of Lease, Lessor shall have the right to reenter and resume possession of the Premises.

**12. ALTERATIONS TO THE PREMISES AND REMOVAL OF EQUIPMENT.** Lessee shall not make any addition to the Premises without first obtaining the express prior written consent of Lessor. Upon expiration and termination of this Lease, all installations, fixtures, improvements and alterations made or installed by Lessee, including electric lighting fixtures, and all repairs, improvements, replacements and alterations to the Premises made by Lessee, shall remain a part of the Premises as the property of Lessor, except for trade fixtures. Lessee may remove its removable and movable equipment from the Premises. No alterations or improvements may be made which will diminish the value of the Premises. Lessor may impose conditions on the making of any such improvements or additions and shall also have the right to approve of and reject the contractor selected to do such work.

**13. CASUALTY.** Lessee shall, in case of fire or other casualty, give immediate notice thereof to Lessor. In the event of damage by fire or other causes, the same shall be repaired by and at the expense of Lessee under the direction and supervision of Lessor. If the Premises cannot be restored within ninety (90) days from the date of such casualty or if Lessee elects to not restore the Premises then this Lease shall be terminated. In case of the total destruction of the Premises if from such cause the same shall be so damaged that Lessee shall decide not to rebuild, then all rental due up to the time of such destruction or termination shall be paid by Lessee, and thenceforth this lease shall cease and come to an end. If Lessee elects not to restore or rebuild the Premises as above permitted, Lessee shall notify Lessor of such election within ninety (90) days from the date of such casualty.



**14. INDEMNITY AND INSURANCE.** Lessor shall not be liable for injury caused to any person or property caused by any reason and occurring on the Premises, nor for such damages or injury caused by reason of any present or future defect in the plumbing, wiring or piping of the Premises or plumbing leaks or other consequences of such defects or system failures. Lessee hereby indemnifies and holds Lessor harmless from and against any and all loss, damage, claim, demand, liability or expense by reason of any damages or injury to persons (including loss of life) or property which may arise or be claimed to have arisen as a result of or in connection with the Premises including, but not limited to, attorneys fees and costs of defense, except for such loss which results from Lessor's willful acts or negligence. Lessee shall, at its expense, provide and maintain in force during the entire term of this Lease, and any extension or renewal hereof, public liability insurance with limits of coverage not less than One Million Dollars (\$1,000,000.00) for any property damage or loss from any one (1) accident, and not less than One Million Dollars (\$1,000,000.00) for injury to any one (1) or more persons from any one (1) accident, applicable to the Premises. Each policy of insurance shall name as the insured thereunder Lessor and Lessee. Each such liability insurance policy shall be of the type commonly known as owner's, landlord's and tenant's insurance and shall be obtained from a company satisfactory to Lessor. Certificates of insurance thereof issued by the insurance or insuring organization shall be delivered by Lessee to Lessor on or before ten (10) days prior to occupancy of the Premises by Lessee, providing for thirty (30) days notice of cancellation to Lessor.

Lessee shall replace all damaged or broken glass promptly with glass or other transparent materials of equal quality with that broken except in case of damage by fire, or other casualty covered by Lessor's fire and extended coverage policy. The Lessee shall cause to be insured in an approved casualty company, and kept insured, all plate glass in the Premises for and in the name of Lessor and pay the premium therefor when due and payable.

Upon Lessee's failure to procure such insurance and deliver the policy or certificate to the Lessor within ten (10) days from the date of commencement of the term hereunder or ten (10) days before the expiration of any policy delivered to the Lessor, the Lessor may obtain such insurance or any of same and the premium or premiums therefor shall be deemed to be and be paid as additional rent at the next Rent payment day.

**15. WAIVER OR ESTOPPEL.** The failure of either Lessor or Lessee to insist, in any one or more instances, upon strict performance of any covenants or agreements of this Lease or exercise any option of Lessor or Lessee herein contained, shall not be construed as a waiver or relinquishment by either party hereto for the future enforcement of such covenant, agreement or option but the same shall continue and remain in full force and effect. Receipt of rent by Lessor, with knowledge of the breach of any covenant or agreement hereof shall not be deemed a waiver of such breach and no waiver by Lessor or Lessee of any provision hereof shall be deemed to have been made unless expressed in writing and signed by Lessor and Lessee.

**16. CONDEMNATION.** In the event the whole of the Premises shall be taken or condemned for any public or quasi-public use or purpose, this Lease shall be terminated. If a portion of the Premises are so taken then the Lessor may at its option terminate this Lease from the time title to or right to possession shall vest in or be taken for such public or quasi-public use or purpose.

If not so terminated then the Lessor shall restore the Premises and the Basic Rent shall be reduced ratably to the loss of leasable floor area. Lessor reserves unto itself, and Lessee assigns to Lessor, all right to damages accruing on account of any taking or condemnation of any part of the Premises, or by reason of any act of any public or quasi-public authority for which damages are payable. Lessee agrees to execute such instruments of assignment as may be required by Lessor, to join with Lessor in any petition for the recovery of damages, if requested by Lessor, and to turn over to Lessor any such damages that may be recovered in any such proceeding. Lessor does not reserve to itself, and Lessee does not assign to Lessor, any damages payable for trade fixtures installed by Lessee at its cost and expense and which are not part of the realty.

**17. NOTICES.** All notices required or contemplated by this Lease shall be in writing and shall be delivered in person or by United States Certified Mail, Return Receipt Requested, addressed to the party to whom such notice is directed at the addresses set forth in the first paragraph of this Lease. By giving at least two (2) days prior written notice to the other party, either party may change its address for notices hereunder.

**18. LIENS.** Lessee agrees that it will make full and prompt payment of all sums necessary to pay for the cost of repairs, alterations, improvements, changes or other work done by Lessee to the Premises and further agrees to indemnify and hold harmless Lessor from and against any and all such costs and liabilities incurred by Lessee, and against any and all mechanic's, material men's or laborer's liens arising out of or from such work or the cost thereof which may be asserted, claimed or charged against the Premises or the Project or site on which it is located. Notwithstanding anything to the contrary in this Lease, the interest of Lessor in the Premises shall not be subject to liens for improvements made by or for Lessee; whither or not the same shall be made or done in accordance with an agreement between Lessor and Lessee, and it is specifically understood and agreed that in no event shall Lessor or the interest of Lessor in the Premises be liable for or subjected to any mechanic's, material men's or laborer's liens for improvements or work made by or for Lessee; and this Lease specifically prohibits the subjecting of Lessor's interest in the Premises to any mechanic's, material men's or laborer's liens for improvements made by Lessee or for which Lessee is responsible for payment under the terms of this Lease. Prior to Lessee performing any work on the Premises approved by Lessor a written notice to the effect hereof shall be recorded in the public records by Lessor and Lessee. All persons dealing with Lessee are hereby placed upon notice of this provision. In the event any notice or claim of lien shall be asserted of record against the interest of Lessor in the Premises or the Project or the site on which it is located on account of or growing out of any improvement or work done by or for Lessee, or any person claiming by, through or under Lessee, or for improvements or work the cost of which is the responsibility of Lessee, Lessee agrees to have such notice of lien canceled and discharged of record as a claim against the interest of Lessor in the Premises or the Project or the site on which it is located (either by payment or bond as permitted by law) within ten (10) days after notice to Lessee by Lessor, and in the event Lessee shall fail to do so, Lessee shall be considered in default under the terms of this Lease.

**19. INSPECTION AND ACCESS.** Lessor or its representatives shall have the right at any reasonable time, and at any time in the case of emergency, to enter upon the Premises for the purpose of inspection or for the purpose of making or causing to be made any repairs or otherwise to protect its interest but the right of Lessor to enter, repair or do anything else to protect its interest, or the exercise or failure to exercise said right shall in no way diminish

Lessee's obligations or enlarge Lessor's obligations under this Lease, or affect any right of Lessor, or create any duty or liability of Lessor to Lessee or any third party. Lessee shall not change the locks on any doors to the Premises without the prior written consent of Landlord and shall provide Lessor with a key to all exterior locks to the Premises.

20. **DEFAULT.** The occurrence of any one or more of the following matters constitutes a default ("Default") by Lessee under this Lease:

(a) Lessee shall fail to make any rental or other payment due hereunder within five (5) days of the date such payment is due, or

(b) Lessee shall breach or fail to perform any of the covenants herein other than the agreement to pay rent, and shall fail to cure such default within fifteen (15) days after written notice of default from Lessor; or

(c) Lessee shall abandon or vacate the Premises before the end of the Lease term, or

(d) Lessee shall become insolvent or bankrupt, file a voluntary petition in bankruptcy, or admit in writing its inability to pay its debts as they mature, or make an assignment for the benefit of creditors, or apply for or consent to the appointment of a trustee or a receiver for Lessee or for the major part of Lessee's property; or

(e) An involuntary insolvency proceeding is initiated against Lessee and is not discharged within thirty (30) days after such filing or if bankruptcy, reorganization, arrangement, insolvency, or liquidation proceedings or other proceedings for relief under any bankruptcy law or similar for the relief of debtors are instituted by or against any guarantor of or surety for Lessee's obligations under this Lease and, if instituted against such guarantor or surety are allowed against it or are consented to by it or are not dismissed within thirty (30) days after such institution.

If a Default occurs which has not been cured or remedied during the applicable grace period (if any), Lessor shall have the right and option to terminate this lease and resume possession of the Premises and shall have any and all remedies available under Florida law.

The remedies for which provision is made in this Article shall not be exclusive and in addition thereto Lessor may pursue such other remedies as are provided by law in the event of any breach, or default by Lessee. In any event, and irrespective of any option exercised by Lessor, Lessee agrees to pay and the Lessor shall be entitled to recover all costs and expenses incurred by Lessor, including reasonable attorneys' fees and appellate attorneys' fees in connection with the collection of rent or damages or enforcing other rights of Lessor in the event of a Default by Lessee, irrespective of whether or not Lessor elects to terminate this Lease by reason of such Default. Lessee hereby expressly waives any and all rights of redemption, if any, granted by or under any present or future law in the event Lessee shall be evicted or dispossessed for any cause, or in the event Lessor shall obtain possession of the Premises by virtue of the provisions of this Lease, or otherwise.

Any and all sums due under this Lease from Lessee to Lessor and not paid on the due date shall bear interest from the due date at the maximum rate allowed by law until fully paid.

**21. BROKERAGE.** Lessee acknowledges that it has not dealt, consulted or negotiated with any real estate broker, sales person or agent. Lessee hereby agrees to indemnify and hold harmless Lessor from and against any and all loss and liability resulting from or arising out of any claim that Lessee has dealt or negotiated with any other real estate broker, sales person or agent other than as listed above in connection with the transaction which is the subject of this Lease.

**22. SUBORDINATION.** This Lease is subject and subordinate to any mortgages, deeds of trust, deeds to secure debt, ground leases and to all renewals, modifications, consolidations, replacements and extensions of any of the foregoing or of substitutions therefor or any other forms or methods of financing or refinancing which may now or hereafter affect the real property or leasehold estates of which the Premises form a part whether now in use or not and any instruments executed for said purposes or hereafter executed by the owners of the fee or leasehold, if Lessor is not the owner of the fee. Lessee agrees upon demand to execute, acknowledge and deliver to the owners of the fee or leasehold estate, without expense to them, any instruments that may be necessary or proper to confirm this subordination of this Lease and of all of the rights herein contained to the lien or liens created by any such instruments provided that the holders of any such mortgage or liens shall agree in writing not to disturb the tenancy of the Lessee as long as Lessee is not in default hereunder. If the Lessee shall fail at any time to execute and deliver any such subordination instruments upon request, the mortgagors in any such new mortgage or mortgages or the obligors in any form of refinancing as provided above, in addition to any other remedies available to them in consequence of said default may execute, acknowledge and deliver such subordination instruments as the attorney-in-fact of the Lessee and in the Lessee's name, place and stead; said Lessee hereby makes, constitutes and irrevocably appoints said mortgagors or obligors as its attorney-in-fact for that purpose.

**23. PROOF OF LEASE.** The Lessee agrees that at any time and from time to time upon ten (10) days prior written request by Lessor, it will execute, acknowledge and deliver to the Lessor a statement in writing stating that this Lease is unmodified and in full force and effect (or, if there have been modifications, stating the modifications and that the Lease as so modified is in full force and effect), recital of the amount, if any, of prepaid Rent and Security Deposit, certifying that this lease is not in default except as specified and the dates to which the rent and other charges have been paid, it being intended that any such statements delivered pursuant to this Article may be relied upon by any prospective purchaser of or any prospective holder of a mortgage or a deed of trust upon or any interest in the fee or any leasehold or by the mortgagee, beneficiary or grantee of any security or interest, or any assignee of any thereof or under any mortgage, deed of trust or conveyance for security purposes now or hereafter done or made with respect to the fee of or any leasehold interest in the Premises.

It is hereby understood and agreed that if Lessee shall fail to furnish the statement required to be furnished, as hereinbefore provided, within ten (10) days after request therefor by Lessor, then such failure on the part of the Lessee shall constitute an acknowledgment by Lessee that the Lease (as modified, if same has been modified), is in full force and effect and that there have been no prepayments of rent by Lessee.

Should Lessor so elect it shall be deemed to be Lessee's attorney-in-fact for the purpose of executing any such statement if same has not been furnished by Lessee within said ten (10) day period.

**24. ENTIRE AGREEMENT.** Lessee agrees that Lessor has not made any statement, promise or agreement, or taken upon itself any engagement whatsoever, verbally or in writing, in conflict with the terms of this Lease, or in which any way modifies, varies, alters, enlarges or invalidates any of its provisions. This Lease sets forth the entire understanding between Lessor and Lessee, and shall not be changed, modified or amended except by an instrument in writing signed by the party against whom the enforcement of any such change, modification or amendment is sought. This lease supersedes any and all prior leases between Lessor and Lessee for the Premises and all such leases, including any options or rights to renew or extend the terms thereof are hereby canceled and terminated. The covenants and agreements herein contained shall bind, and the benefit and advantages hereof shall inure to the respective heirs, legal representatives, successors and assigns of Lessor and Lessee. Whenever used, the singular number shall include the plural and the plural shall include the singular and the use of any gender shall include all genders. The headings set forth in this Lease are for ease of reference only and shall not be interpreted to modify or limit the provisions hereof. This Lease shall be construed in accordance with the laws of the State of Florida.

**24. LIEN FOR RENT.** Lessor shall have such rights and remedies, including a statutory landlord's lien, in the event of non-payment of Rent as are available to Lessor as a matter of law.

**25. HAZARDOUS AND TOXIC SUBSTANCES.** Lessee hereby represents and agrees that it will not use, handle, store, transport or dispose of or permit the use, handling, storage, transportation or disposal of hazardous or toxic substances, as those terms may be defined or used in any local, state, or federal environmental, hazardous substance or land or water use laws or regulations, and that any intentional use or accidental spillage of such substance will be cleaned up by Lessee immediately after such occurrence.

Lessee hereby agrees to indemnify, defend and save harmless Lessor from and against all loss, costs, expenses, fines, penalties, reimbursement costs and damages (including attorneys' fees and court costs) that result from Lessee or Lessee's employees', agents', invitees' or guests' use of the Premises or the Project, arising under any provision of local, state or federal law, including common law, which prohibits or regulates the use, handling, storage, transportation or disposal of a hazardous or toxic substance or which requires removal or remedial action and the costs of removal or remedial action of such hazardous or toxic substance, including any fines levied in connection therewith, whether such costs of response are incurred by the Lessor or any local, state or federal governments or by other persons and including any personal injuries suffered in connection therewith.

**26. RENEWALS.** Lessor has made no commitment to Lessee to renew or extend the term of this Lease at the expiration thereof and has granted no option to Lessee. Lessee acknowledges that Lessor may or may not be willing or able to renew this Lease at its expiration.

28. NOTICE. Lessee recognizes and agrees that the Lessor occupies adjacent property to the Premises. Lessee shall allow complete and unfettered ingress and egress by the Lessor and its invitees at any time of the day or night by any vehicles or machinery through the easement area that consists of an extension of School Lane and which is located on the Premises and Lessee hereby grants Lessor an easement over such extension of School Lane for said purposes.

Lessee hereby waives any and all claims which it may now or in the future have with respect to Lessor's operation of its mosquito control facilities on said adjacent property. Lessee agrees that the use of the Premises as described in section 5 above shall not in any way interfere with Lessor's use of the adjacent property as above described.

IN WITNESS WHEREOF, Lessor and Lessee have caused this Lease to be executed as required by law the day and year first above written.

Signed, sealed and delivered  
in the presence of:

LESSOR:  
FLORIDA KEYS MOSQUITO  
CONTROL DISTRICT

W. R. Southcott Jr.  
Witness #1 for FKMCD

By: Edsel M. Russell

William R. Southcott Jr.  
Printed Name of Witness #1

Mary A. Victores  
Witness #2 for FKMCD

Mary A. Victores  
Printed Name of Witness #2

LESSEE:  
KEY LARGO COMMUNITY CHURCH, INC.

[Signature]  
Witness #1 for KLCC

By: Mary Wynn

ENOS MITCHELL  
Printed Name of Witness #1

Ora B. Mitchell  
Witness #2 for KLCC

ORA LEE MITCHELL  
Printed Name of Witness #2

EXHIBIT "A"

**THE PREMISES:**

A part of the East 250 feet of the North 1/2 (one half) of Lot 18, Section 28, Township 61 South, Range 39 East, according to the Plat of survey made by P.F. Jenkins, C.E., Recorded in Plat Book 1, at Page 68 of the Public Records of Monroe County, Florida, being more particularly described as follows:

Beginning at the Southwest corner of the said East 250 feet of the North 1/2 (one half) of said Lot 18, Plat Book 1, Page 68; thence bear North 01 degrees 03 minutes 00 seconds East along the Westerly line of said East 250 feet of the North 1/2 (one half) of said Lot 18 for a distance of 235.00 feet; thence bear East for a distance of 107.00 feet; thence bear South 01 degrees 03 minutes 00 seconds West for a distance of 235.00 feet to the South Lim, otthe said East 250 feet of the North 1/2 (one half) of Lot 18; thence bear West along the said East 250 feet of the North 1/2 (one half) of Lot 18 for a distance of 107.00 feet back to the Point of Beginning. Containing 25,141 square feet, more or less.

**SUBJECT TO:**

An Easement for ingress and egress over the above described parcel being more particularly described as follows:

Commencing as the Southwest corner of the said East 250 feet of the North 1/2 (one half) of Lot 18, Plat Book 1, Page 68; thence bear North 01 degrees 03 minutes 00 seconds East along the West line of the Said East 250 feet of the North 1/2 (one half) of said Lot 18 for a distance of 96.51 feet to the Point of Beginning of the Easement hereinafter described; thence continue North 01 degrees 03 minutes 00 seconds East for a distance of 33.53 feet; thence bear North 64 degrees 31 minutes 43 seconds East for a distance of 119.56 feet to East line of above described part of Lot 18, Plat Book 1, Page 68; thence bear South 01 degrees 03 minutes 00 seconds West for a distance of 33.53 feet; thence bear South 64 degrees 31 minutes 43 seconds West for a distance of 119.56 feet back to the Point of Beginning.

# ACORD CERTIFICATE OF LIABILITY INSURANCE

OF ID NO  
KEYLA-1

DATE (MM/DD/YYYY)  
05/13/08

<b>PRODUCER</b> The Johnsons Insurance Agency 89015 Overseas Highway Tavernier FL 33070 Phone: 305-852-9247		THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW.	
<b>INSURED</b> Key Large Community Church P.O. Box 2834 Key Largo FL 33037		<b>INSURERS AFFORDING COVERAGE</b>	
		INSURER A: <b>Granada Insurance Company</b>	NAIC # <b>09730</b>
		INSURER B:	
		INSURER C:	
		INSURER D:	
		INSURER E:	

## COVERAGES

THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED, NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. AGGREGATE LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSURANCE TYPE	TYPE OF INSURANCE	POLICY NUMBER	POLICY EFFECTIVE DATE (MM/DD/YYYY)	POLICY EXPIRATION DATE (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS MADE <input type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	0185FL00008075	04/16/08	04/16/09	EACH OCCURRENCE \$1,000,000
					LIMBAGE TO RENTED PREMISES (EA occurrence) \$50,000 MED EXP (Any one person) \$1,000 PERSONAL & ADV INJURY \$1,000,000 GENERAL AGGREGATE \$2,000,000 PRODUCTS - COMP/OP AGG \$EXCL
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS <input type="checkbox"/> NON-OWNED AUTOS				COMBINED SINGLE LIMIT (EA accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	GARAGE LIABILITY <input type="checkbox"/> ANY AUTO				AUTO ONLY - EA ACCIDENT \$ OTHER THAN AUTO ONLY: EA ACC \$ AGG \$
	EXCESS/UMBRELLA LIABILITY <input type="checkbox"/> OCCUR <input type="checkbox"/> CLAIMS MADE DEDUCTIBLE \$ RETENTION \$				EACH OCCURRENCE \$ AGGREGATE \$ \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? If yes, describe under SPECIAL PROVISIONS below OTHER				<input type="checkbox"/> FC STATU-TORY LIMITS <input type="checkbox"/> OTHER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES / EXCLUSIONS ADDED BY ENDORSEMENT / SPECIAL PROVISIONS  
 Churches or Other Houses of Worship

## CERTIFICATE HOLDER

FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
 5224 College Road  
 Key West FL 33040

## CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, THE ISSUING INSURER WILL ENDEAVOR TO MAIL 20 DAYS WRITTEN NOTICE TO THE CERTIFICATE HOLDER NAMED TO THE LEFT, BUT FAILURE TO DO SO SHALL IMPOSE NO OBLIGATION OR LIABILITY OF ANY KIND UPON THE INSURER, ITS AGENTS OR REPRESENTATIVES.

AUTHORIZED REPRESENTATIVE  
*Trish Lee de Vinder*  
 The Johnsons Insurance Agency

CORD 25 (2001/08)

© ACORD CORPORATION 1



**IMPORTANT**

If the certificate holder is an **ADDITIONAL INSURED**, the policy(ies) must be endorsed. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

If **SUBROGATION IS WAIVED**, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

**DISCLAIMER**

The Certificate of Insurance on the reverse side of this form does not constitute a contract between the issuing insurer(s), authorized representative or producer, and the certificate holder, nor does it affirmatively or negatively amend, extend or alter the coverage afforded by the policies listed thereon.

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

**ADDENDUM TO LEASE WITH KEY LARGO COMMUNITY CHURCH**

THIS LEASE RENEWAL is made and entered on the date last written below, between FLORIDA KEYS MOSQUITO CONTROL DISTRICT (the "District" or "Lessor") and KEY LARGO COMMUNITY CHURCH, INC. (the "Lessee") in order to extend the agreement between the parties (the "Lease"), a copy of which is attached hereto as Exhibit "A" for reference and the terms of which are incorporated herein as if otherwise fully set forth, subject to the following terms:

1. The term of the Lease, as extended by this Addendum, shall commence upon the date last written below and end on May 1, 2033;
2. This Lease extension is made in consideration of the Lessee improving the property with improvements totaling at least \$80,000;
3. The Lessee is a not-for-profit company, organized under IRS Code Section 501(c)(3), and shall retain this status for the term of this Lease;
4. Any improvements on the property shall conform to Florida and Monroe County Building Codes, the Americans with Disabilities Act, and Equal Employment Opportunity requirements; and
5. All other terms and conditions of the Lease shall remain in full force and effect.

IN WITNESS HEREOF, the parties have executed this Addendum on the 19 day of January, 2010.

[Signature]  
Chairperson of the District Board

19 Jan 2010  
Date

Print: Stephen K Smith

Attest: [Signature]  
District Comptroller William R. Southcott Jr

1-19-2010  
Date

Mary Wynn  
Key Largo Community Church, Inc.

1-19-2010  
Date

By: Mary Wynn  
Its: Church Chair

*Item 11c*

Resolution

2023-17

Set Maximum

Millage Rate

**RESOLUTION NO. 2023-17**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA DETERMINING THE PROPOSED MAXIMUM MILLAGE RATE, THE CURRENT YEAR ROLLED-BACK RATE, AND SETTING THE DATES, TIMES AND PLACES FOR THE FIRST AND SECOND BUDGET PUBLIC HEARINGS AS REQUIRED BY LAW; DIRECTING FINANCE TO FILE SAID RESOLUTION WITH THE PROPERTY APPRAISER OF MONROE COUNTY PURSUANT TO THE REQUIREMENTS OF FLORIDA STATUTES AND THE RULES AND REGULATIONS OF THE DEPARTMENT OF REVENUE OF THE STATE OF FLORIDA; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on May 31<sup>st</sup>, 2023, the Honorable Scott P. Russell, Property Appraiser of Monroe County, Florida, served upon the Florida Keys Mosquito Control District (the “District”), a “Certification of Taxable Value” certifying to the District its 2023 taxable value; and

**WHEREAS**, the District Board has reviewed the taxable value supplied by the Property Appraiser of Monroe County in accordance with Section 200.065, Florida Statutes, et seq.; and

**WHEREAS**, the provisions of Section 200.065, Florida Statutes, require that within thirty-five (35) days of service of the Certification of Taxable Value upon a special taxing district, said district shall be required to furnish to the Property Appraiser of Monroe County the proposed maximum millage rate, the current year rolled-back rate, and the date, time and place at which a public hearing will be held to consider the proposed millage and the tentative budget; and

**WHEREAS**, the District Board desires to announce the dates of the first and second public hearings to the Property Appraiser of Monroe County.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, AS FOLLOWS:**

Section 1. That the proposed maximum millage is declared to be \_\_\_\_\_ mills, which is \_\_\_\_\_ per \$1,000.00 of assessed property within the Florida Keys Mosquito Control District. The proposed maximum millage is \_\_\_\_\_% greater than the rolled back rate.

Section 2. That the current year rolled-back millage rate, computed pursuant to Section 200.065, Florida Statutes, is \_\_\_\_\_, which is \_\_\_\_\_ per \$1,000.00 of assessed value.

Section 3. That the date, time and place of the first and second public hearings is set by the District Board as follows:

<u>Date</u>	<u>Time</u>	<u>Place</u>
September 5 <sup>th</sup> , 2023	5:05pm	Marathon Boardroom
September 19 <sup>th</sup> , 2023	5:05pm	Marathon Boardroom

Section 4. This resolution shall be effective immediately upon its adoption.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of July, 2023.

District 1 – Commissioner Jill Cranney	Yes_____	No_____
District 2 – Chair Phil Goodman	Yes_____	No_____
District 3 – Commissioner Brandon Pinder	Yes_____	No_____
District 4 – Vice Chair Stanley M. Zuba	Yes_____	No_____
District 5 – Commissioner Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

\_\_\_\_\_  
Andrea Leal, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman Phil Goodman

\_\_\_\_\_  
Date

FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
Fiscal Year 2023-2024 Budget  
Millage Rate Chart

Adjusted Taxable Value                    41,247,758,319.00                    13.24% Increase in adjusted taxable value  
Gross Taxable Value                    40,988,221,749.00                    Increase in per capita FL income

<u>Votes Required</u>		% Increase	Millage Rate	Ad Valorem Proceeds	% Increase	\$ Increase/ Decrease Per \$100,000	
3	<i>Prior Year</i>		0.4565	\$ 16,815,519.00			
3	<i>Rolled-Back</i>		0.4077	\$ 16,815,519.00	0.00%	\$ -	
3	<i>Rate</i>		0.3932	16,215,519.00	-3.57%	\$ (1.45)	
3		-3.55%	0.3956	16,315,519.00	-2.98%	\$ (1.21)	
3		-2.97%	0.3980	16,415,519.00	-2.38%	\$ (0.97)	
3		-2.38%	0.4004	16,515,519.00	-1.79%	\$ (0.73)	
3		-1.79%	0.4029	16,615,519.00	-1.19%	\$ (0.48)	
3		-1.18%	0.4053	16,715,519.00	-0.60%	\$ (0.24)	
3		0.01%	0.4077	16,815,519.00	0.00%	\$ -	ROLLBACK
3		0.60%	0.4101	16,915,519.00	0.60%	\$ 0.24	
3		1.21%	0.4126	17,015,519.00	1.19%	\$ 0.48	
3		1.80%	0.4150	17,115,519.00	1.79%	\$ 0.73	
3		2.39%	0.4174	17,215,519.00	2.38%	\$ 0.97	
3		2.98%	0.4198	17,315,519.00	2.98%	\$ 1.21	
3		3.59%	0.4223	17,415,519.00	3.57%	\$ 1.45	
3		4.18%	0.4247	17,515,519.00	4.17%	\$ 1.70	
3		4.77%	0.4271	17,615,519.00	4.76%	\$ 1.94	
3		5.36%	0.4295	17,715,519.00	5.36%	\$ 2.18	
3		5.97%	0.4320	17,815,519.00	5.95%	\$ 2.42	
3		6.56%	0.4344	17,915,519.00	6.55%	\$ 2.67	
3		7.15%	0.4368	18,015,519.00	7.14%	\$ 2.91	
3		7.74%	0.4392	18,115,519.00	7.74%	\$ 3.15	
3		8.35%	0.4417	18,215,519.00	8.33%	\$ 3.39	
3		8.94%	0.4441	18,315,519.00	8.93%	\$ 3.64	
3		9.53%	0.4465	18,415,519.00	9.52%	\$ 3.88	
3		10.12%	0.4489	18,515,519.00	10.11%	\$ 4.12	
3		10.73%	0.4514	18,615,519.00	10.71%	\$ 4.36	
3		11.32%	0.4538	18,715,519.00	11.30%	\$ 4.61	
3		11.91%	0.4562	18,815,519.00	11.90%	\$ 4.85	
3		12.50%	0.4586	18,915,519.00	12.49%	\$ 5.09	
3		13.11%	0.4611	19,015,519.00	13.09%	\$ 5.33	
3		13.70%	0.4635	19,115,519.00	13.68%	\$ 5.58	
3		14.29%	0.4659	19,215,519.00	14.28%	\$ 5.82	
3		14.88%	0.4683	19,315,519.00	14.87%	\$ 6.06	
3		15.49%	0.4708	19,415,519.00	15.47%	\$ 6.30	
3		16.08%	0.4732	19,515,519.00	16.06%	\$ 6.55	
3		16.67%	0.4756	19,615,519.00	16.66%	\$ 6.79	
3		17.26%	0.4780	19,715,519.00	17.25%	\$ 7.03	
3		17.87%	0.4805	19,815,519.00	17.85%	\$ 7.27	
3		18.46%	0.4829	19,915,519.00	18.44%	\$ 7.52	
3		19.05%	0.4853	20,015,519.00	19.04%	\$ 7.76	
3		19.64%	0.4877	20,115,519.00	19.63%	\$ 8.00	
3		20.22%	0.4901	20,215,519.00	20.22%	\$ 8.24	
3		20.84%	0.4926	20,315,519.00	20.82%	\$ 8.49	
3		21.43%	0.4950	20,415,519.00	21.41%	\$ 8.73	
3		22.02%	0.4974	20,515,519.00	22.01%	\$ 8.97	
3		22.60%	0.4998	20,615,519.00	22.60%	\$ 9.21	
3		23.22%	0.5023	20,715,519.00	23.20%	\$ 9.46	
3		23.81%	0.5047	20,815,519.00	23.79%	\$ 9.70	
3		24.39%	0.5071	20,915,519.00	24.39%	\$ 9.94	
3		24.98%	0.5095	21,015,519.00	24.98%	\$ 10.18	

*Item 11d*

Resolution  
2023-18

Awarding ITB  
2023-05 Surplus  
Equipment

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT  
RESOLUTION NO. 2023-18**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, APPROVING THE AWARD OF ITB 2023-05 TO MUFFMAR WIGGINS; AUTHORIZING THE SALE OF SURPLUS EQUIPMENT IN RESPONSE TO ITB 2023-05; AND PROVIDING AN EFFECTIVE DATE.**

**WHEREAS**, on April 25, 2023 the Florida Keys Mosquito Control District (hereinafter “District”) passed Resolution No. 2023-12, which declared certain equipment (hereinafter “Equipment”) surplus to the District’s needs and authorized the District to either sell the Equipment to the highest bidder or bidders, or to dispose of any item determined to be obsolete; and

**WHEREAS**, the District issued an Invitation to Bid (ITB 2023-05) to solicit bids for the surplus Equipment; and

**WHEREAS**, a District Bid Opening Committee (the "Committee") was established to review responsive bids and make a recommendation to the Commission for the sale of the surplus Equipment; and

**WHEREAS**, an evaluation by the Florida Keys Mosquito Control District Bid Opening Committee has been conducted; and

**WHEREAS**, the Committee unanimously recommends selling the surplus Equipment to the highest bidder, Muffmar Wiggins; and

**WHEREAS**, the Committee recommends the Commission approve the award of ITB 2023-05 to Muffmar Wiggins, and the sale of the surplus items to Muffmar Wiggins in exchange for payment of \$11,209.91 dollars; and



**WHEREAS**, the Commission finds that approval of the award of ITB 2023-05, and sale of the surplus Equipment is in the best interest of the District.

**NOW THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, AS FOLLOWS:**

**Section 1. Recitals.** The above recitals are true and correct and incorporated into this Resolution by this Reference.

**Section 2. Approval of Selection and Sale.** The Commission hereby approves the award of ITB 2023-05 to Muffmar Wiggins and the sale of all surplus Equipment to Muffmar Wiggins in exchange for payment of \$11,209.91 dollars.

**Section 3. Effective Date.** This Resolution shall become effective immediately upon its adoption.

**PASSED AND ADOPTED** this 18<sup>th</sup> day of July, 2023.

District 1 – Commissioner Jill Cranney	Yes_____	No_____
District 2 – Chair Phil Goodman	Yes_____	No_____
District 3 – Commissioner Brandon Pinder	Yes_____	No_____
District 4 – Vice Chair Stanley M. Zuba	Yes_____	No_____
District 5 – Commissioner Tom McDonald	Yes_____	No_____

**ATTEST:**

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT**

\_\_\_\_\_  
Andrea Leal, Executive Director

\_\_\_\_\_  
Date

\_\_\_\_\_  
Chairman Phil Goodman

\_\_\_\_\_  
Date



# FLORIDA KEYS MOSQUITO CONTROL DISTRICT

## Board of Commissioners

Phil Goodman, Chairman  
Stanley Zuba, Vice Chairman  
Thomas McDonald, Secretary/Treasurer  
Jill Cranney  
Brandon Pinder

Executive Director  
Andrea Leal

18 Aquamarine Drive  
Key West, FL 33040

Telephone: (305) 292-7190  
FAX: (305) 292-7199

[www.keysmosquito.org](http://www.keysmosquito.org)

July 12, 2023

To: Board of Commissioners  
Florida Keys Mosquito Control District

From: Bruce Holden, Finance Director *B.Holden*

Through: Andrea L. Leal, Executive Director

Subject: Bid Opening Committee Recommendations for ITB 2023-05

On June 29, 2023, the FKMCD Bid Opening Committee met to open bids for surplus equipment. The committee consisted of Executive Director Andrea Leal, Director of Operations Mikki Coss, Mechanic Supervisor Roberto Alvarenga, Purchasing Agent Rochele Miller, and me. Deanna Darias was present to handle recording of the bid opening. No other employees or members of the public were in attendance.

### **ITB 2023-05: Surplus Equipment**

The committee unanimously recommends that the numbered assets below be sold to Muffmar Wiggins for a total price of \$11,209.91. He was the highest bidder on each of the assets listed below.

Asset number 2228 (ULV Fogger)	\$ 75.99
Asset number 2506 (Executive Desk)	\$ 75.99
Asset number 2648 (Grizzly)	\$ 125.99
Asset number 2921 (Grizzly)	\$ 122.99
Asset number 2962 (Grizzly)	\$ 125.99
Asset number 2704 (2006 Chevy)	\$ 3,195.99
Asset number 2707 (2006 Nissan)	\$ 2,109.99
Asset number 2938 (2010 Ford)	\$ 2,700.99
Asset number 2942 (2010 Ford)	\$ 2,675.99

# FLORIDA KEYS MOSQUITO CONTROL DISTRICT

## BID OPENING - ITB 2023-05

Thursday, June 29<sup>th</sup>, 2023, 10:30 AM

**PRESENT WERE:**

Andrea Leal, Executive Director *AL*  
 Bruce Holden, Finance Director *BH*  
 Mikki Coss, Director of Operations *MC*

Roberto Alvarenga, Mechanic Supervisor *RA*  
 Rochele Miller, Purchasing Agent *RM*  
 Deanna Darias, Executive Assistant (recording)

**ITB 2023-05 SURPLUS EQUIPMENT:**

PROPERTY #	ITEM/DESCRIPTION	Condition	*Estimated Current Value	BIDDER	BID AMOUNT	BIDDER	BID AMOUNT	BIDDER	BID AMOUNT
2228	Leco ULV Fogger (attaches to ATV) SN 3070022	FAIR	\$ 200.00			Muffmar Wiggins	\$75.99		
2506	Mahogany Right Executive Desk GRIZZLY OHV Smart Flow Spray Unit SN 102000	FAIR	\$ 200.00			Muffmar Wiggins	\$75.99		
2648	GRIZZLY OHV Smart Flow ULV SN 102387	FAIR	\$ 500.00			Muffmar Wiggins	\$122.99		
2921	GRIZZLY OHV Flow GPS Item # 122090HV SN 102417	FAIR	\$ 500.00			Muffmar Wiggins	\$125.99		
2962		FAIR	\$ 500.00						
2704	2006 Chevy Trailblazer, FKMKD Truck 356, VIN 1GND5L1S15162215983, ODO 101,502	FAIR	\$ 4,500.00	Vincenzo Marsauro	\$ 1,499.99	Muffmar Wiggins	\$ 3,195.99	Harry Barnett	\$ 2,711.00
2707	2006 Nissan Titan 2WD 5.6L FKMKD Truck 353, VIN 1N6BA06A46NS23083, ODO 189,760	FAIR	\$ 2,000.00	Vincenzo Marsauro	\$ 1,199.99	Muffmar Wiggins	\$ 2,109.99		
2938	2010 Ford Ranger Truck, FKMKD Truck 433, VIN 1FTRK1AD8APA9655, ODO 90,020	FAIR	\$ 5,000.00	Vincenzo Marsauro	\$ 2,299.99	Muffmar Wiggins	\$ 2,700.99	Harry Barnett	\$ 2,377.00
2942	2010 Ford Ranger Truck, FKMKD Truck 430, VIN 1FTRK1AD2APA9652, ODO 96,371	FAIR	\$ 5,000.00	Vincenzo Marsauro	\$ 599.99	Muffmar Wiggins	\$ 2,675.99		

The committee unanimously recommends selling all surplus items to the highest bidder, Muffmar Wiggins for a total of \$11,209.91.