

REGULAR MEETING

OCTOBER 10, 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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9	10	11	12	13	14	15
16	17	18	19	20	21	22
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
19	20	21	22	23	24	25
26	27	28	29	30		

February-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				

April-2023						
SUN	MON	TUES	WED	THUR	FRI	SAT
						1
2	3	4	5	6	7	8
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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 107TH Street, Marathon, FL

October 10, 2023 3:00 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) no later than 11:00 am on October 10, 2023. If attending remotely, you must remain available by phone from the hours of 1:00pm to 4:00pm.

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 September 7, 2023 Tentative Budget Workshop **Pgs. 6-7**
- b.) **Minutes** of the September 19, 2023 Final Budget Workshop **Pgs. 8-9**
- c.) **Minutes** of the September 19, 2023 Regular Meeting **Pgs. 10-12**

5.) Approval of Agenda

6.) Treasurer's Report

7.) Attorney's Report

8.) Director's Report **Pgs. 16-26**

9.) Items for Board Discussion

a.) Performance Review, The Balmoral Group (Leal)

10.) Items for Board Review and Action:

a.) Financial Reports (Holden)

I. Budget Analysis **Pgs. 29-33**

II. District Finances **Pg. 34**

III. Cash Disbursements through September 2023 **Pgs. 35-38**

b.) Resolution 2023-24: Enterprise Lease Agreement **Pgs. 40-49**

c.) Resolution 2023-25: Budget Amendment #1 **Pgs. 51-52**

d.) Resolution 2023-26: Budget Amendment #2 **Pgs. 54-55**

e.) Resolution 2023-27: Voluntary Employee Leave Distribution **Pgs. 57-58**

11.) Good of the Order

12.) Meeting Adjourned

Item 4

Approval of Minutes

Tentative Budget Hearing Minutes

Florida Keys Mosquito Control District

Marathon Office
503 107th Street
Marathon, FL 33050

September 7, 2023, 5:05 pm

The Board of Commissioners of the Florida Keys Mosquito Control District held a Tentative Budget Hearing on September 7, 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; Roget Bryan, Board Attorney. Brandon Pinder, Commissioner was present via telephone.

Employees Present Were: Mikki Coss, Director of Operations; Edgar Delacerda, Director of Aerial; 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

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 motion was made by Commissioner McDonald, seconded by Commissioner Cranney and passed unanimously to approve Commissioner Pinder to participate in the Tentative Hearing via telephone.

Purpose of Meeting: Chairman Goodman announces that the purpose of the meeting is to hold the First Public Hearing on the Florida Keys Mosquito Control District's Proposed Millage and Tentative Budget for the 2023-2024 Fiscal Year.

Community Input: None

Discussion:

7.) Discuss and Adopt the Tentative Millage Rate for the 2023-2024 Fiscal Year

Bruce Holden, Director of Finance, reviewed the budgeted changes since the August workshop and advised the Board that the airplane sale will be moved to the 2023-2024 Fiscal year as we will not be selling it until October. While explaining the negative changes, Mr. Holden highlighted the increased aircraft insurance, non-warranty rates and increased AMCA dues. He then explained that he moved the retrofit on the third Airbus helicopter from the reserves line to the maintenance line on the budget. The August expenses were greater than average due to a large chemical purchase of Vectobac. He reviewed the cash flow analysis, budget change report and the detailed work plan budget. Mr. Holden proposed a millage rate of .4344, which is 6.55% over rollback, in order to receive revenues needed to conduct FKMCD operations. The total operating expenditures & capital outlay would be \$19,966,665.75 for the District.

A motion was made by Commissioner Zuba, seconded by Commissioner McDonald, and passed unanimously to adopt the tentative millage rate of .4344 which is 6.55% over rollback for fiscal year 2023-2024.

8.) Discuss and Adopt the Tentative Budget for the 2023-2024 Fiscal Year

A motion was made by Commissioner McDonald, seconded by Commissioner Cranney, and passed unanimously to adopt the tentative budget as presented for the Fiscal Year 2023-2024 of \$19,966,665.75.

Good of the Order: Chairman Goodman advised the Final Budget meeting will be Tuesday, September 19th at 5:05pm following the Regular Meeting at 3:00pm.

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

Respectfully submitted,

*Andrea Leal
Executive Director*

*Board of Commissioners
Florida Keys Mosquito Control District*

Phillip L. Goodman, Chairman

Thomas McDonald, Secretary-Treasurer

For additional information, please refer to www.keysmosquito.org.

Final Budget Hearing Minutes

Florida Keys Mosquito Control District
Marathon Office
503 107TH Street, Marathon, FL

September 19, 2023 5:05pm

The Board of Commissioners of the Florida Keys Mosquito Control District held a Final Budget Hearing on September 19, 2023 at the Florida Keys Mosquito Control District's Marathon office.

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

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

Guests Present: None

1. **Roll Call:** All Commissioners were present, with Chairman Goodman on the video conference.
2. **Approval of Agenda:** A motion was made by Commissioner McDonald, seconded by Commissioner Cranney to allow Chairman Goodman full participation in the final budget hearing via video conference. A motion was made by Commissioner Cranney, seconded by Commissioner McDonald and passed unanimously to approve the agenda.
3. **Purpose of Meeting:** Vice-Chairman Zuba announced that this meeting had been called for the purpose of holding our Final Public Hearing of the Florida Keys Mosquito Control District's Proposed Millage and Final Budget for the 2023-2024 Fiscal Year.
4. **FY 2023/2024 Final Budget Discussion:** Bruce Holden, Director of Finance, summarized the revised tentative budget.
5. There were no comments from the public regarding the Proposed Millage Rate.
6. **FY 2023/2024 Proposed Millage Rate:**
 - a. A motion was made by Commissioner Cranney, seconded by Commissioner McDonald and passed unanimously to approve the .4344 millage rate.
 - b. Resolution 2023-21, adopting the final levying of the Ad Valorem Taxes for Monroe County for Fiscal Year 2023/2024, was summarized for the record by Bruce Holden, Director of Finance. A motion was made by Commissioner Cranney, seconded by Commissioner McDonald and passed unanimously to adopt Resolution 2023-21.
7. There were no comments from the public regarding the 2023-2024 Tentative Budget.

8. FY 2023/2024 Tentative Budget:

- a. A motion was made by Commissioner Cranney, seconded by Commissioner McDonald and passed unanimously to adopt the Tentative Budget for Fiscal Year 2023/2024 as presented for \$18,036,621.00.
- b. Resolution 2023-22, adopting the Final Budget for Fiscal Year 2023/2024 was summarized for the record by Bruce Holden, Director of Finance. A motion was made by Commissioner Cranney, seconded by Commissioner McDonald and passed unanimously to adopt Resolution 2023-22.
- c. Resolution 2023-23, adopting the Committing of Certain General Fund Balances was summarized for the record by Bruce Holden, Director of Finance. A motion was made by Commissioner Cranney, seconded by Commissioner Zuba and passed unanimously to adopt Resolution 2023-23.

9. Meeting Adjourned: There being no further business of the Board, the meeting was adjourned.

Respectfully submitted,

*Andrea Leal
Executive Director*

*Board of Commissioners
Florida Keys Mosquito Control District*

Phillip L. Goodman, Chairman

Thomas McDonald, Secretary-Treasurer

For additional information, please refer to www.keysmosquito.org

Regular Meeting Minutes

Florida Keys Mosquito Control District
Marathon Office
503 107th Street Marathon, FL 33050

September 19, 2023 3:00 pm

The Board of Commissioners of the Florida Keys Mosquito Control District held a Regular Meeting on September 19, 2023 at the FKMCD Marathon office.

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

Employees Present Were: 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: Chip Kasper, NOAA

Community Input: None

Approval of Consent Agenda: A motion was made by Commissioner Cranney, seconded by Commissioner McDonald to allow Chairman Goodman full participation in the regular meeting via video conference. Vice-Chairman Zuba asked the Board if there were any corrections or additions to the agenda, having none a motion was made by Commissioner Cranney, seconded by Commissioner Pinder and passed unanimously to approve the consent agenda.

Approval of Agenda: Vice-Chairman Zuba asked the Board if there were any corrections or additions to the agenda. Chairman McDonald requested to amend the agenda by removing item 10b Audit Committee Charter Review as he will be having a workshop next month and will cover this topic. A motion was made by Commissioner McDonald, seconded by Commissioner Pinder and passed unanimously to approve the amended agenda.

Invited Speaker: Chip Kasper, NOAA: Chairman Goodman introduced Chip Kasper from the NOAA, whom he invited to come discuss the type of climate the Florida Keys experience and the effect that has on mosquito control. Mr. Kasper gave a presentation on weather patterns and explained the type of climate we have here in the Keys.

Treasurer's Report: The Monroe County Circuit Court Clerk, Kevin Madok, will be invited to a workshop next month, according to Tom McDonald, Secretary and Treasurer. The responsibilities of the treasurer and the audit procedure will be reviewed by Mr. Madok.

Attorney's Report: None

Director's Report: Director Leal began by updating the commissioners on the rise in mosquito-borne illnesses in Florida and noted that the Keys have only had four (4) travel-related dengue cases and Miami Dade has had 18 local cases, and the travel-related cases continue to rise. We'll remain on high alert because this pattern is reminiscent of last year. Director Leal reviewed the operations report and noted that August was a low-key month with fewer service requests than usual and no aerial adulticide flights. All around the Keys, we keep expanding our larvicide operations. On September 13, Chad Huff, PEIO, and Mikki Coss, Director of Operations, delivered a presentation to the Marathon Rotary Club. On September 28, Chad will take part in the Key West Business Trade Show. Chairman Goodman spoke about dengue fever at the FMCA Forum on Mosquito-Borne Disease. The lifting of the malaria alert for Sarasota and Manatee counties was a major talking point during this press conference. The Airbus Customer Support Symposium and a visit to HSI to view the progress of the new helicopter build, which is anticipated to be ready for pickup in October, were among the recent Texas travel that Director Leal discussed. She continued by giving an update on the recently finished Leading Edge UAS applications in the Upper Keys. Within the next months, they will perform one more treatment. Bruce Holden, Director of Finance, reviewed the FLCLASS account summary and account statement and noted that we have a balance of \$7.5 million in the account and that we will need to transfer \$2.5 million back into our Centennial account to pay invoices in September. This will leave us with \$5 million to begin the following fiscal year, and after the ad valorem tax payment is made on November 5th, he will carry out a wire transfer to put the money into the FLClass account in order to increase the interest generated during the following fiscal year. In the month of August, we generated an average interest rate of 5.4301% and earned \$39,447.

Items for Board Discussion:

11a.) Performance Review, The Balmoral Group - Director Leal advised we should receive the final report on October 2nd, and she will share it with the board members. A press release may also be completed, and it will be shared with everyone who supported us through this review.

11b.) ~~Audit Committee Charter Annual Review~~

11c.) Landing Site Memorandum of Understanding - Director Leal expressed her gratitude to Commissioner Pinder for having reached out to his contacts in Islamorada to help obtain landing zones for us. She has a memorandum of understanding being drawn up for two (2) potential landing zones: Founders Park with the Village of Islamorada and Island Community Church. This will also be on the agenda with the Village of Islamorada at their September 28th meeting. Director Leal will present both memoranda of understanding for approval at the next board meeting.

Items for Board Review and Action:

12a.) 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 Pinder, seconded by Commissioner McDonald, and passed unanimously*, confirming the Board received the financial information from August of 2023 and the Board requests it be submitted for audit at the appropriate time.

Good of the Order:

- Chairman Goodman discussed the next meeting of the Board to be held on October 10th, 2023 at 1pm, and advised the Board there would be an OPEB Meeting, Regular Meeting and Workshop.

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

Respectfully submitted,

*Andrea Leal
Executive Director*

*Board of Commissioners
Florida Keys Mosquito Control District*

Phillip L. Goodman, Chairman

Thomas McDonald, Secretary-Treasurer

For additional information, please refer to www.keysmosquito.org.

DRAFT

Item 6

Treasurer's Report

Item 7

Attorney's Report

Item 8

Director's Report

October 2023 Director's Report

State of Florida Mosquito-Borne Disease Update (as of 09/30/2023)

1. Monroe County (2023)
 - a. Dengue: 0 local, 5 travel-related
2. All of Florida (2023)
 - a. Dengue: 38 local (33 Miami-Dade, 3 Broward, Hardee, Polk), 334 travel-related (196 in Miami-Dade)
 - b. Zika: 0 local, 0 travel-related
 - c. Chikungunya: 0 local, 1 travel-related
 - d. West Nile Virus: 7 human cases
 - e. Eastern Equine Encephalitis: 2 human cases
 - f. Malaria: 7 local (Sarasota); 52 travel-related
3. Bay, Hardee, Hillsborough, Jefferson, Nassau, Orange, Polk, St. Johns, Suwanee, and Walton counties are currently under a mosquito-borne illness advisory. Broward, Escambia, and Miami-Dade counties are currently under a mosquito-borne illness alert.

Operations Summary

1. Adult Mosquitoes
 - a. Salt Marsh mosquito numbers lower than historical average throughout the Lower and Upper Keys in September, but higher than historical average in the Middle Keys.
 - b. No aerial adulticide missions were conducted in September; which is lower than the historical average.
 - c. Forty-three (43) truck adulticide missions were conducted throughout the Keys in September, treating approximately 19,000 acres.
 - d. *Aedes aegypti* numbers did not exceed our adulticide action thresholds in September.
2. Larval Mosquitoes
 - a. Thirty (30) aerial granular larvicide missions were completed in September, treating approximately 9,200 acres; this is above the historical average for September.
 - b. Three (3) aerial liquid larvicide missions were conducted in September in Key West.
 - c. Twenty-eight (28) ground liquid larvicide missions were conducted in September, treating approximately 5,000 acres.
3. Service Requests received (199) were below the historical average for September, majority of which requesting a fog truck or inspection.
4. Key West Sweep: 10/2 – 10/20
 - a. 10/2/23: 13 teams, 781 properties visited, 117 treatments
 - b. 10/4/23: 15 teams, 923 properties visited, 28 treatments
 - c. 10/5/23: 17 teams, 1,049 properties visited, 116 treatments
 - i. 4.5% house index

Community Outreach/Education

1. Schools
 - a. Sugarloaf School Science Night: 10/17/23
2. Community Events/Outreach/Speaking Engagements
 - a. Key West Business Trade Show, Key West Marriott: 9/28/23
 - b. Marathon Trunk or Treat: 10/13/23
 - c. Community Day at College of the Florida Keys: 11/4
 - d. Summerland Airport Fly-In: 11/4
 - e. Marathon Airport Open House: 11/11

3. Visitors/Tour
 - a. Chip Kasper, NOAA: 9/19/23
4. Media/News Releases
 - a. Weekly Radio, US 1
 - b. News Release (9/29): Key West Sweep Begins
 - c. News Release (10/4): OPPAGA Report Issued

Human Resources

1. Current Openings
 - a. None

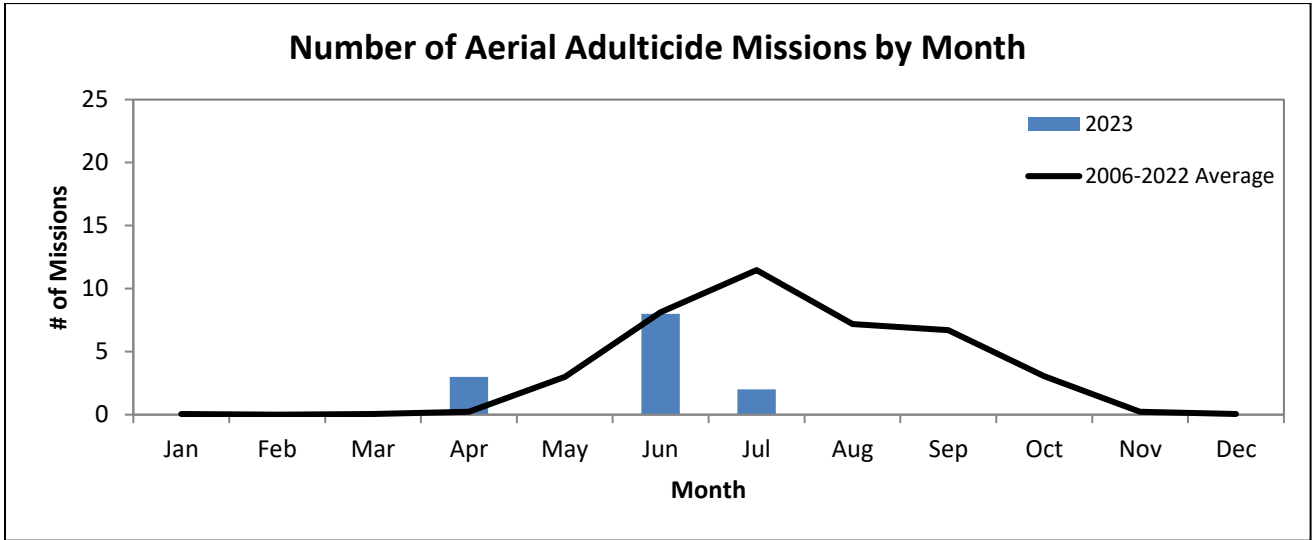
Other Items

1. Travel/Training
 - a. Society of Vector Ecology Annual Meeting (Charleston, SC): 9/18 – 9/21
 - Larry Hribar, Invited Speaker: *Dengue in the Florida Keys, 2009-2010 & 2020*
2. State Lands Arthropod Management Plan Annual Discussion: 9/21
3. FMCA Legislative Committee Meeting: 9/26
4. Oxitec Project Steering Committee Meeting: 9/29
5. 5% COLA Processed 10/1
6. KW City Commission Meeting Speaker: 11/9
7. MOU for Landing Site Update
8. Safran Engine Rental/Exchange
9. After Action Items/Future Board Items
 - a. Administrative Policy Manual Annual Review, December 2023
 - b. Budgetary Process Annual Review, May 2024
 - c. Audit Committee Charter Annual Review, October 2024

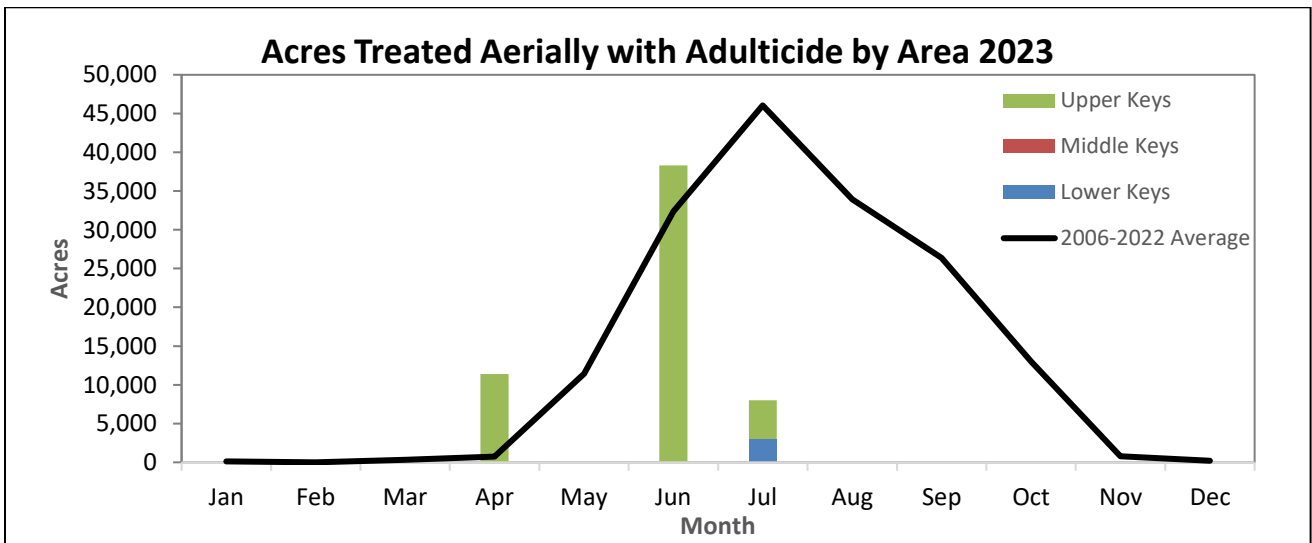
Florida Keys Mosquito Control Operations Report

(Adjusted through September 30, 2023)

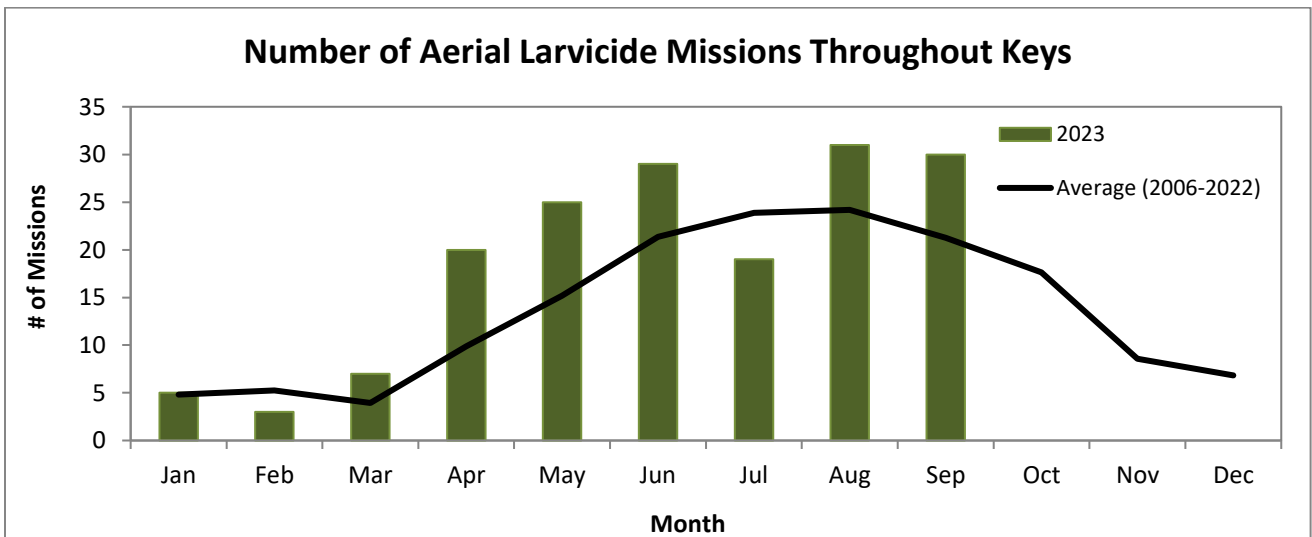
Aerial Adulticiding Missions in September 2023: 0



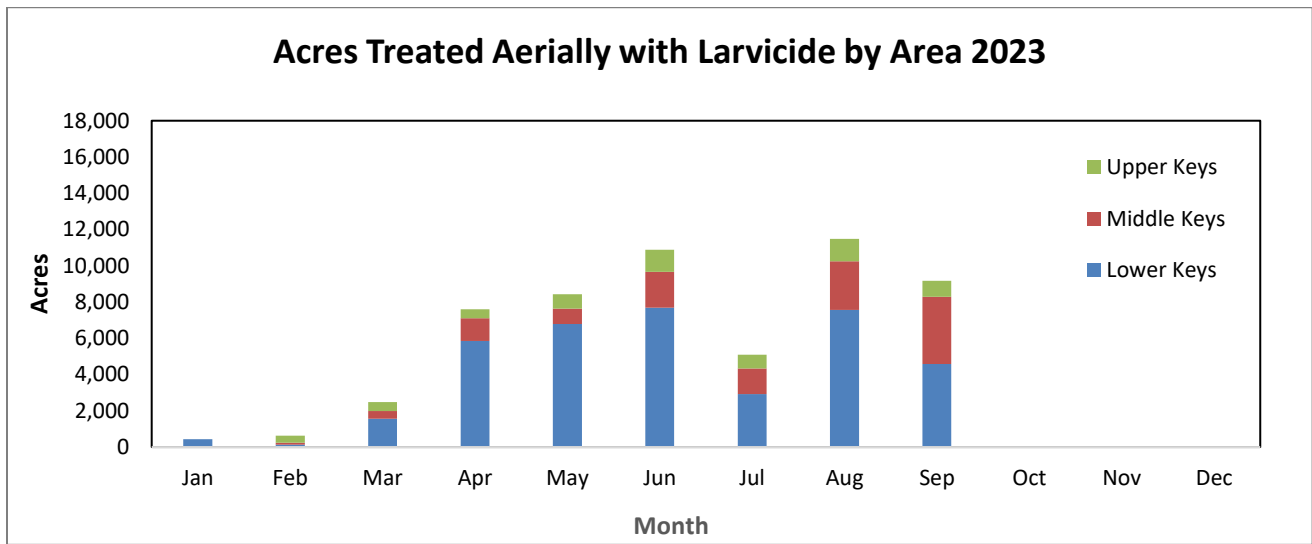
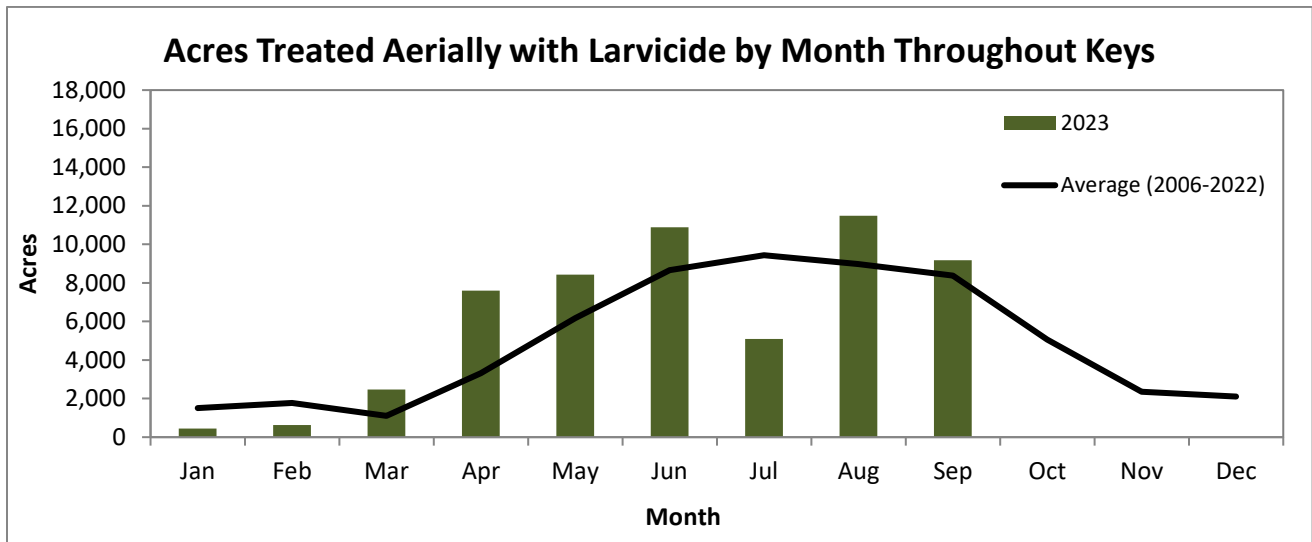
Aerial Adulticiding Acreage in September 2023: 0



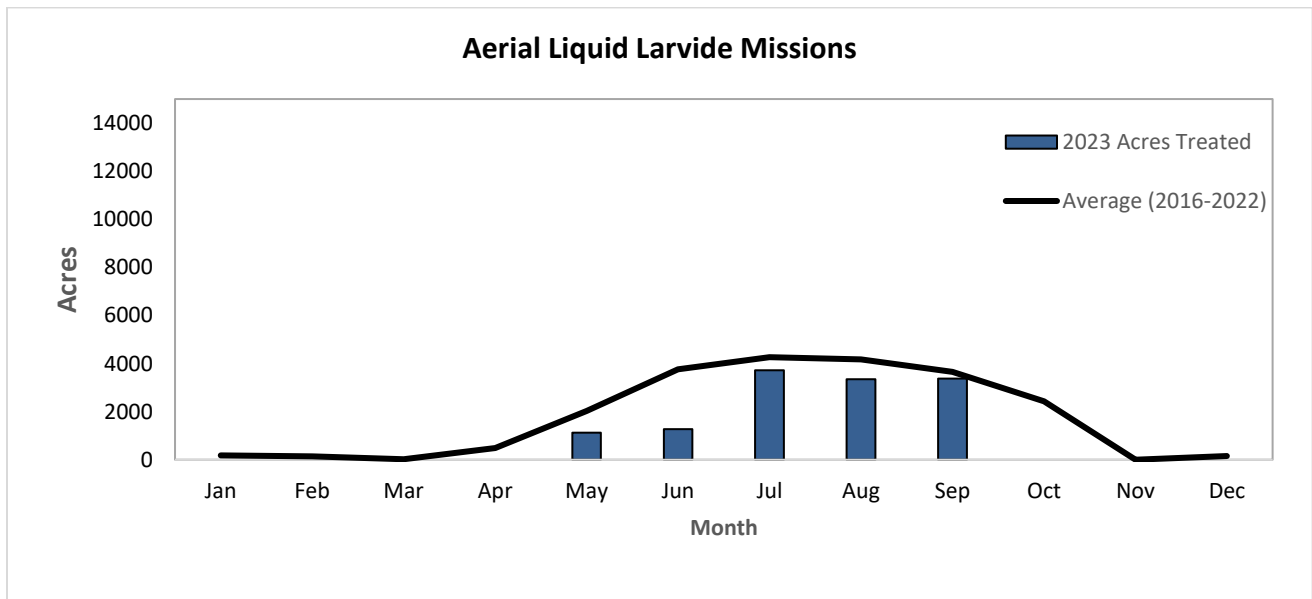
Aerial Granular Larviciding Missions in September 2023: 30



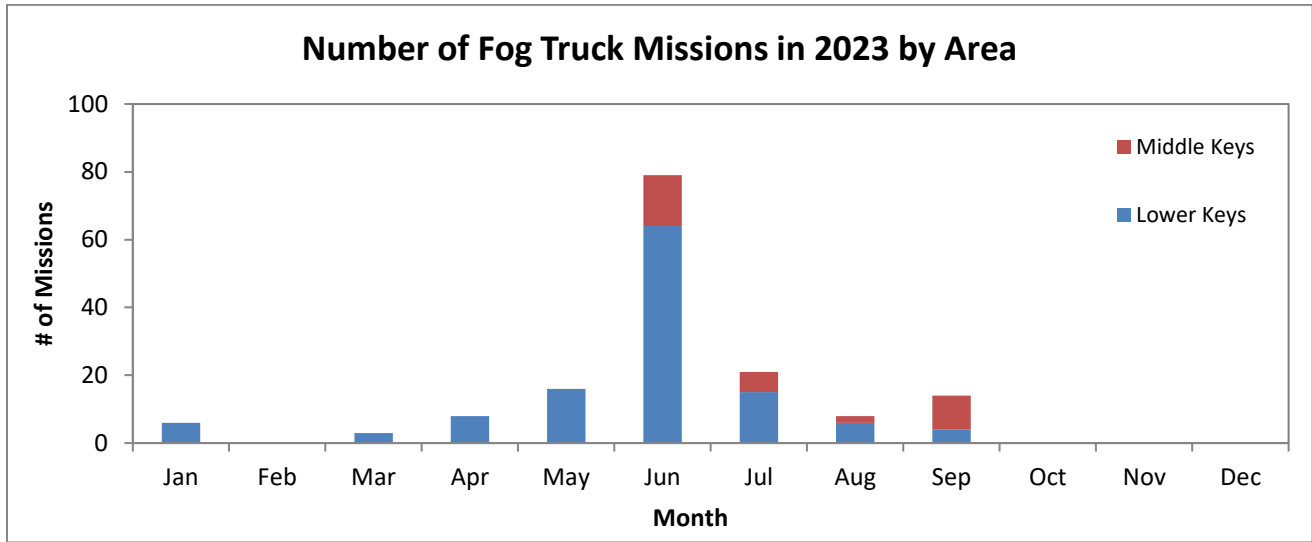
Aerial Granular Larviciding Acreage in September 2023: 9,172



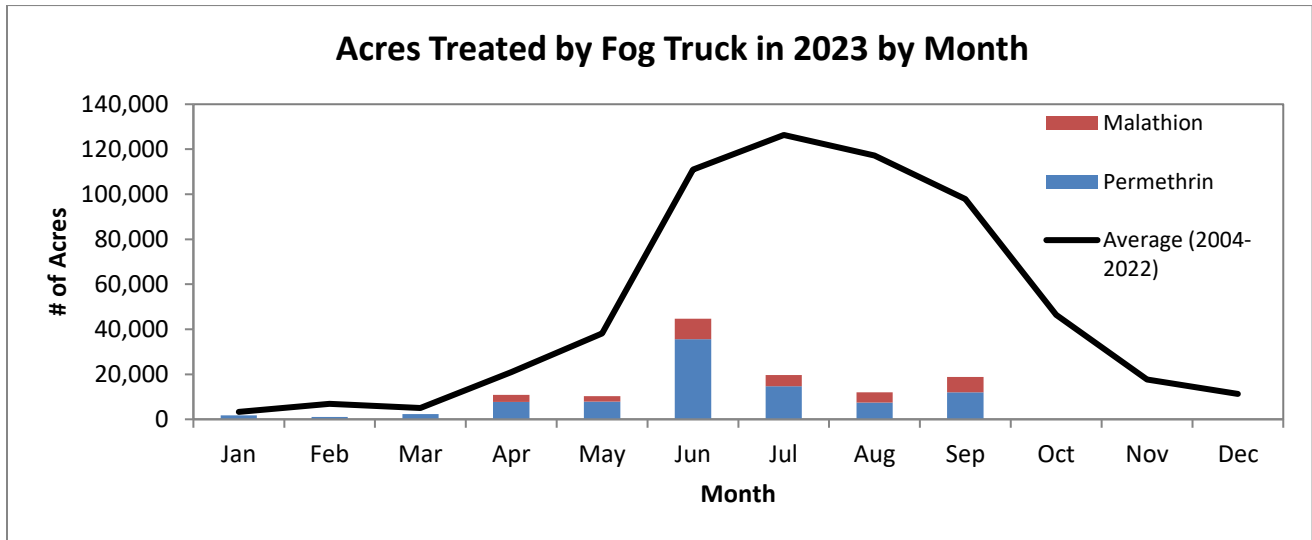
Number of Aerial Liquid Larviciding Missions in September 2023: 3



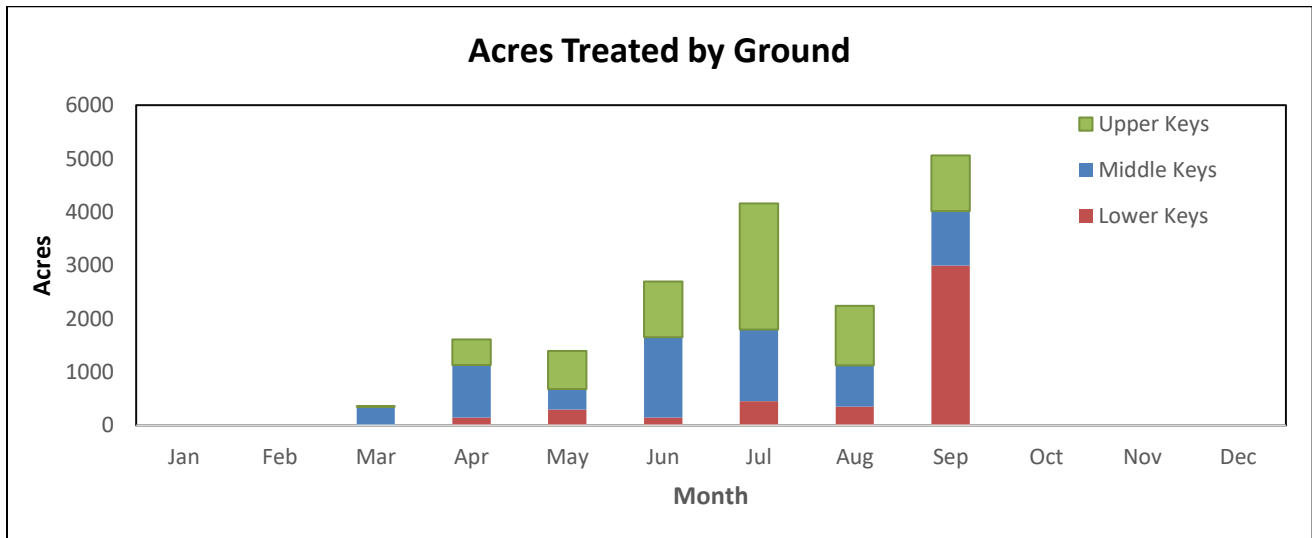
Ground Adulticiding (Trucks) Missions in September 2023: 43



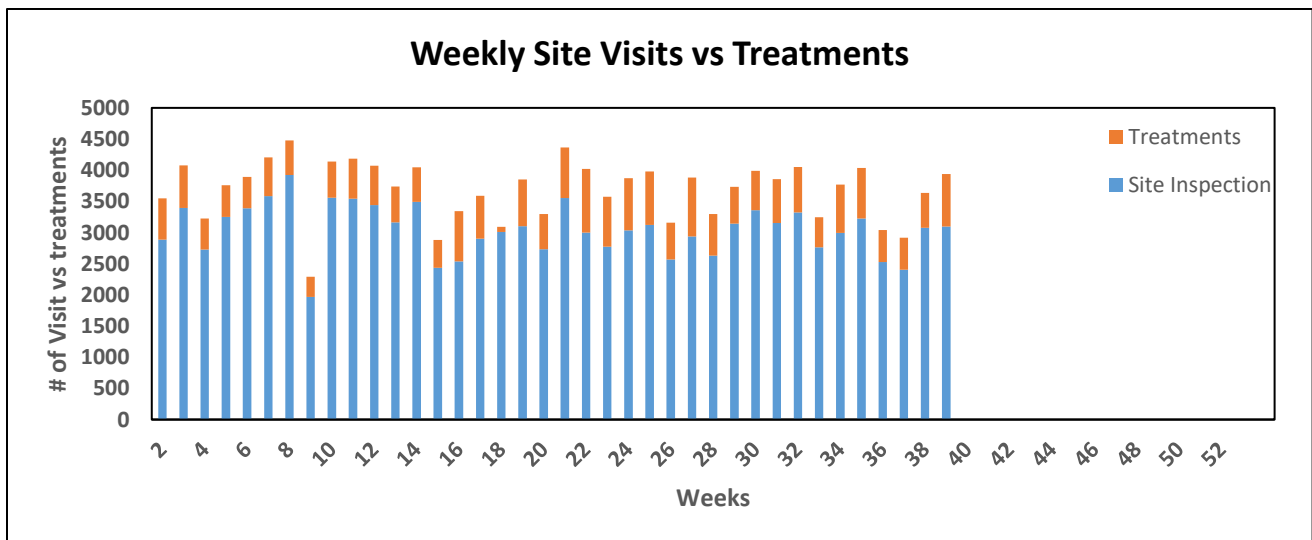
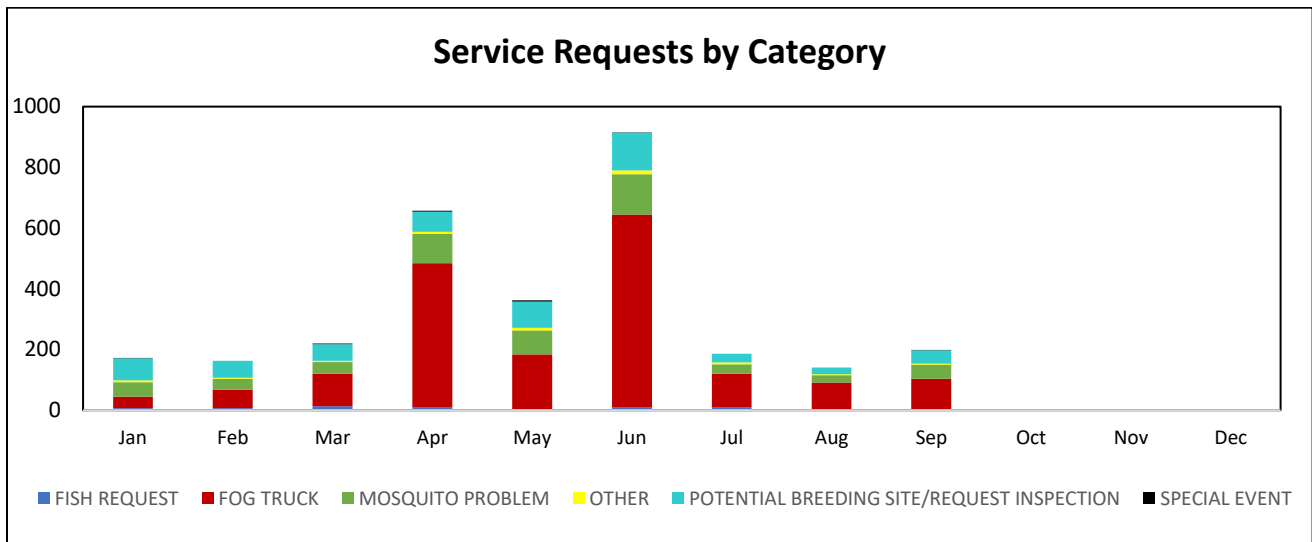
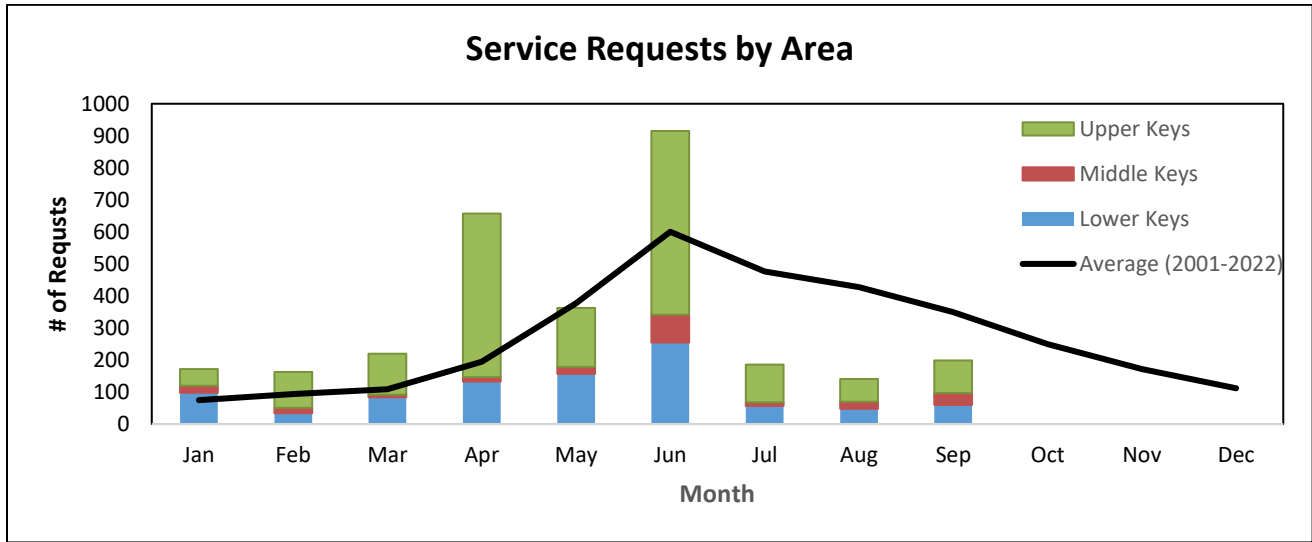
Ground Adulticiding (Trucks) Acreage in September 2023: 18,842



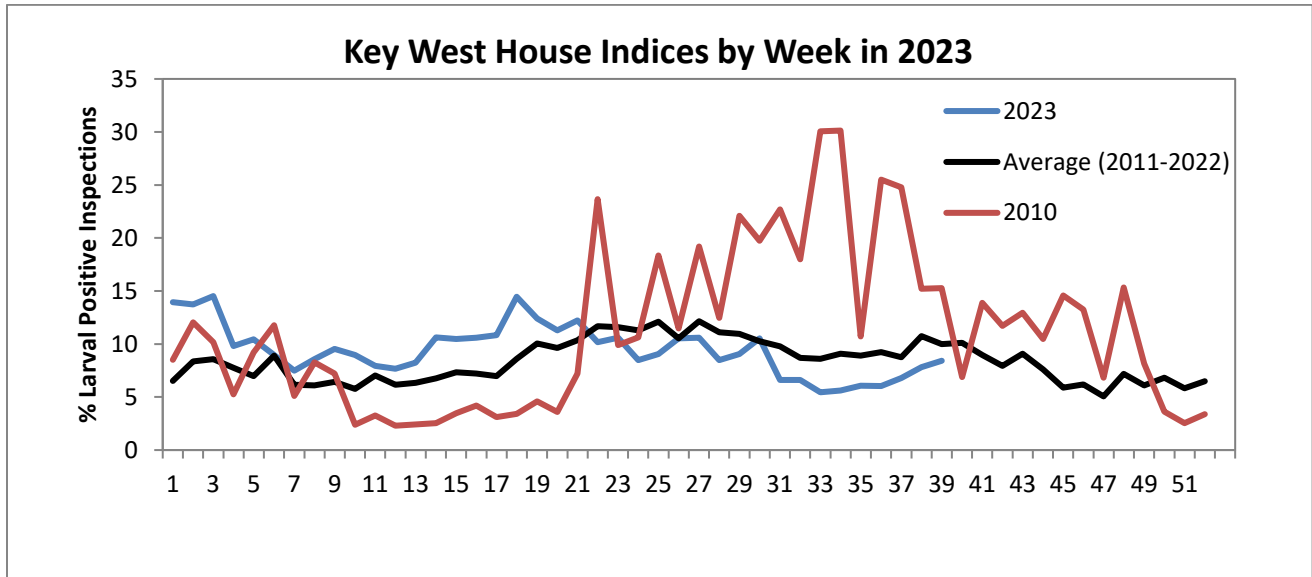
Ground Liquid Larviciding (Truck & Backpack) Acreage in September 2023: 28 trucks



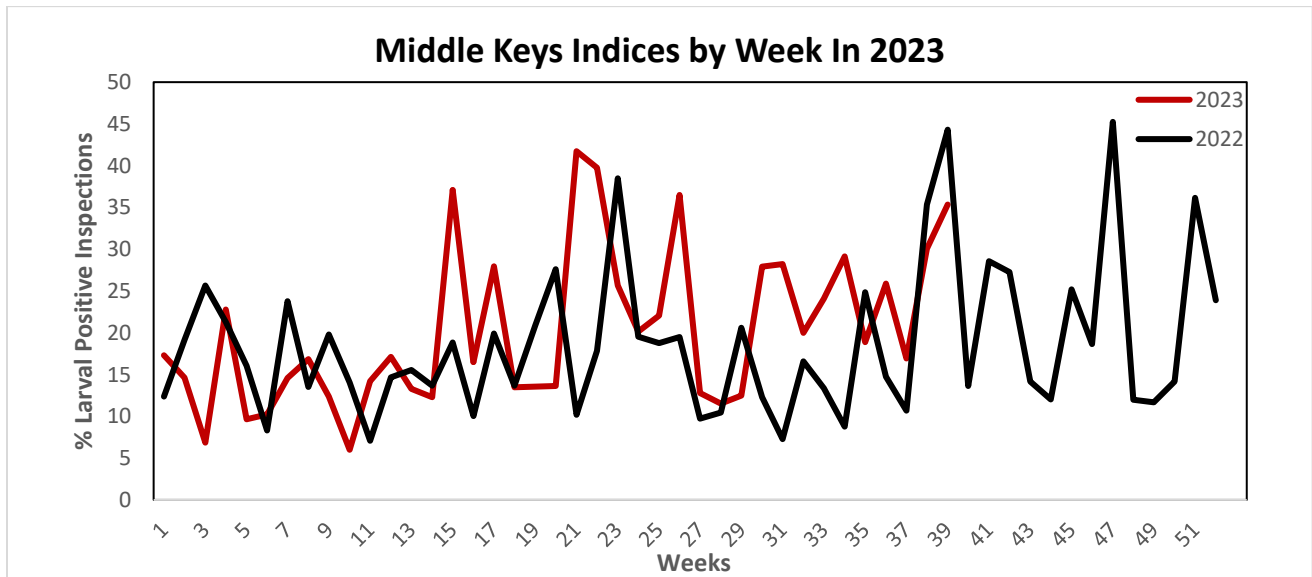
Total Service Requests for September 2023: 199



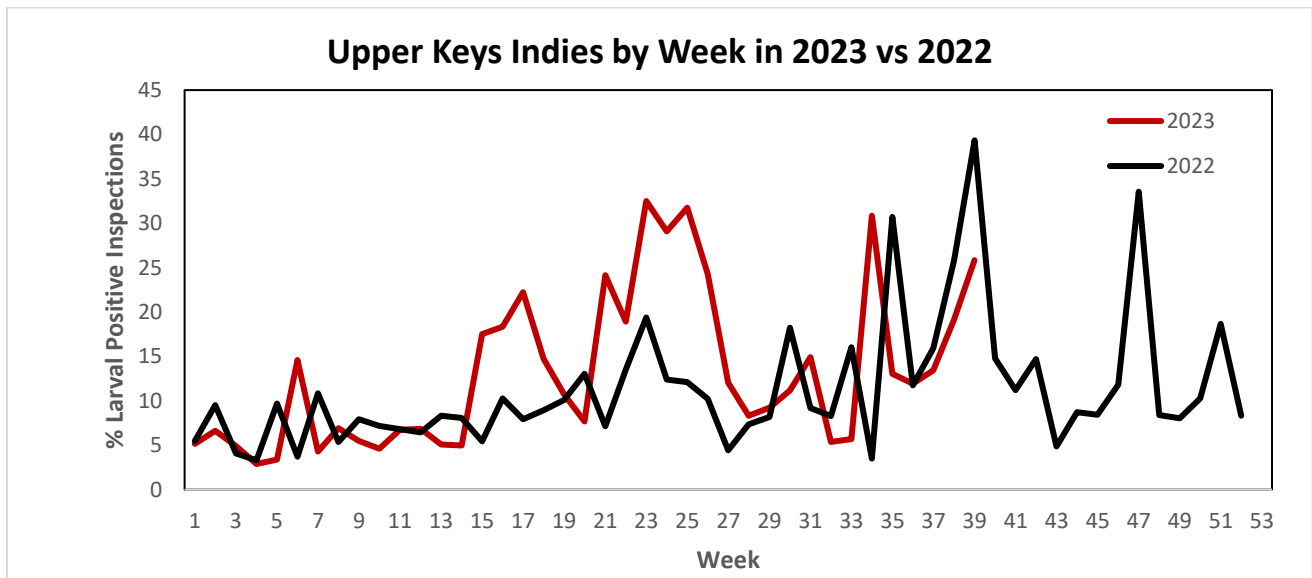
Key West *Aedes aegypti* Larval Information:

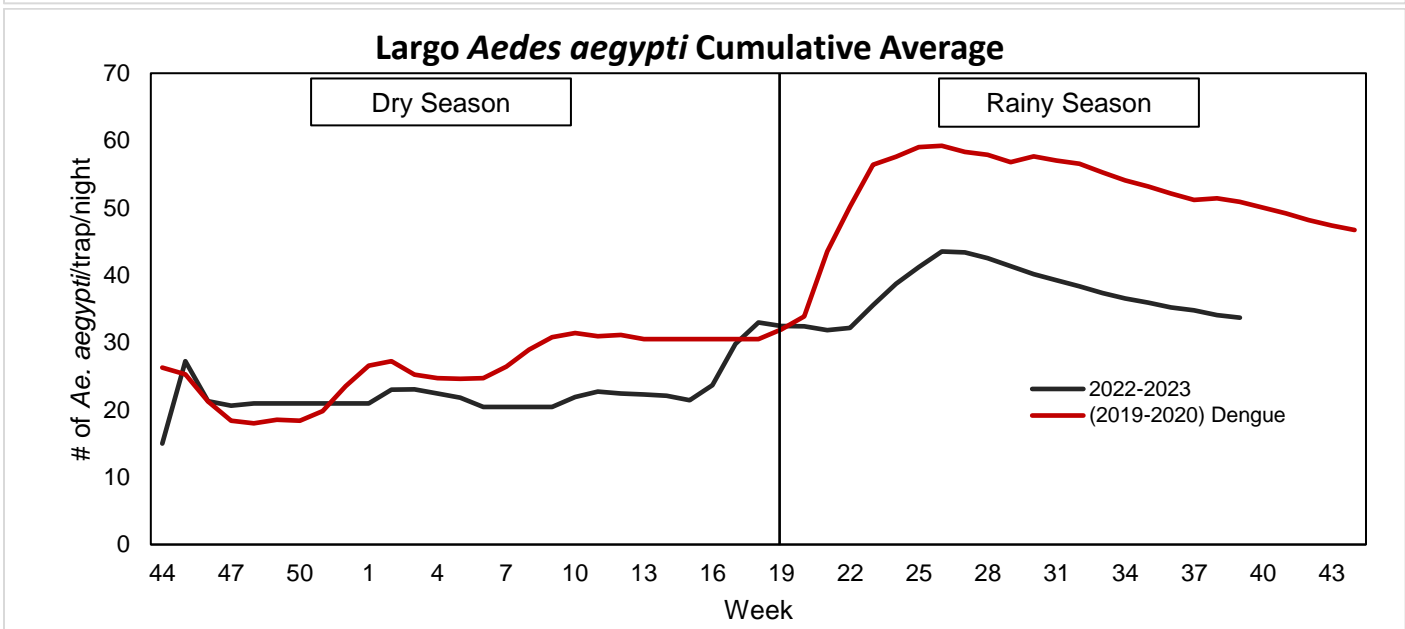
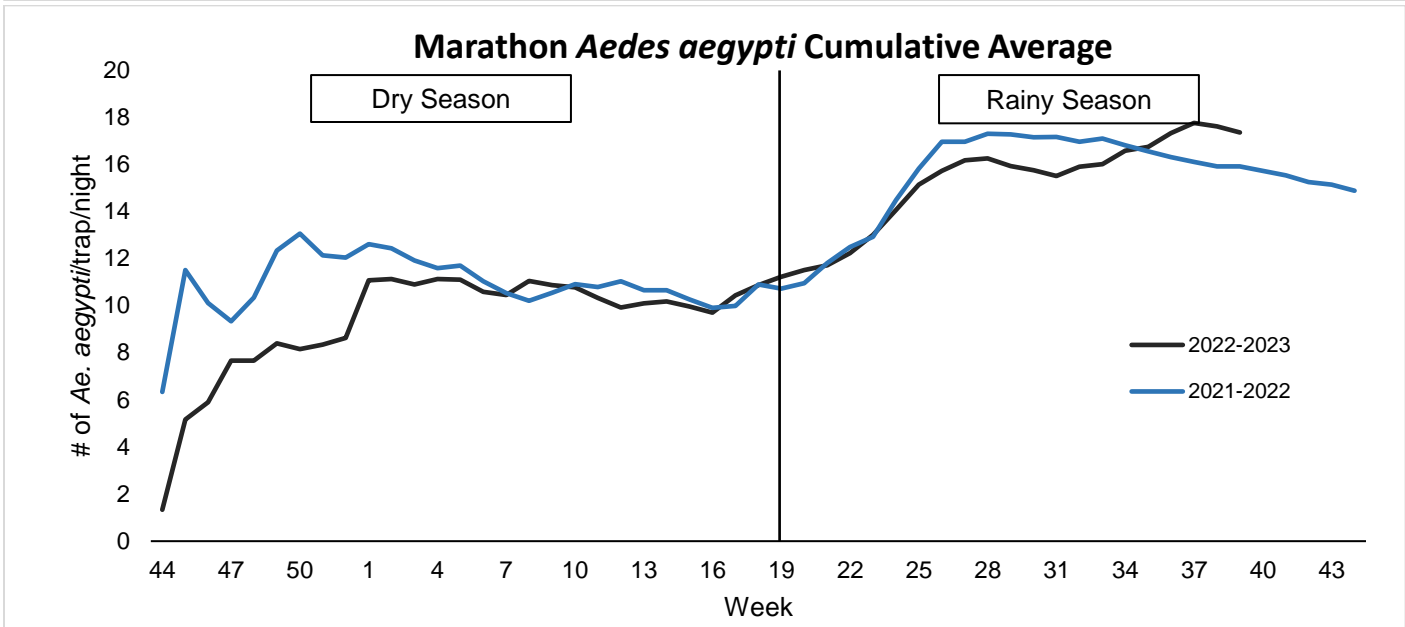
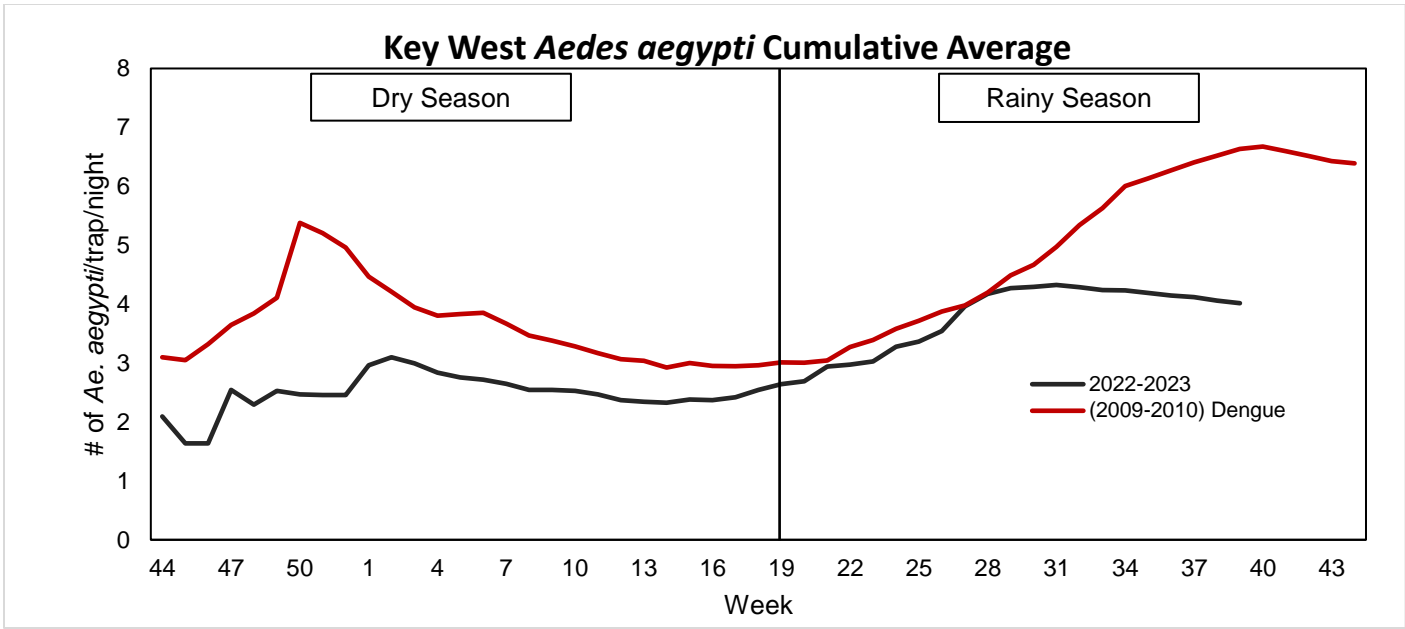


Middle Keys *Aedes aegypti* Larval Information:

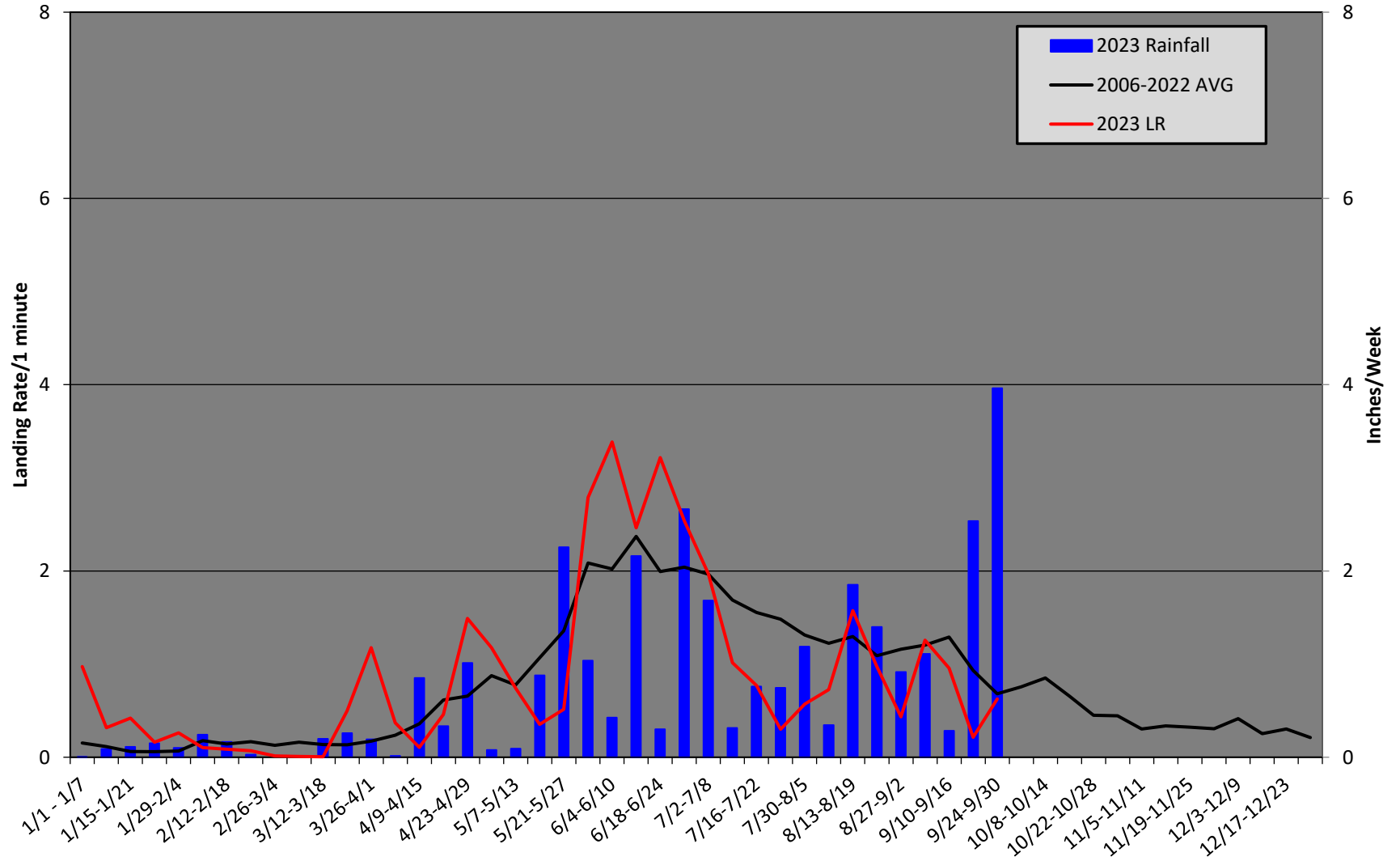


Upper Keys *Aedes aegypti* Larval Information:

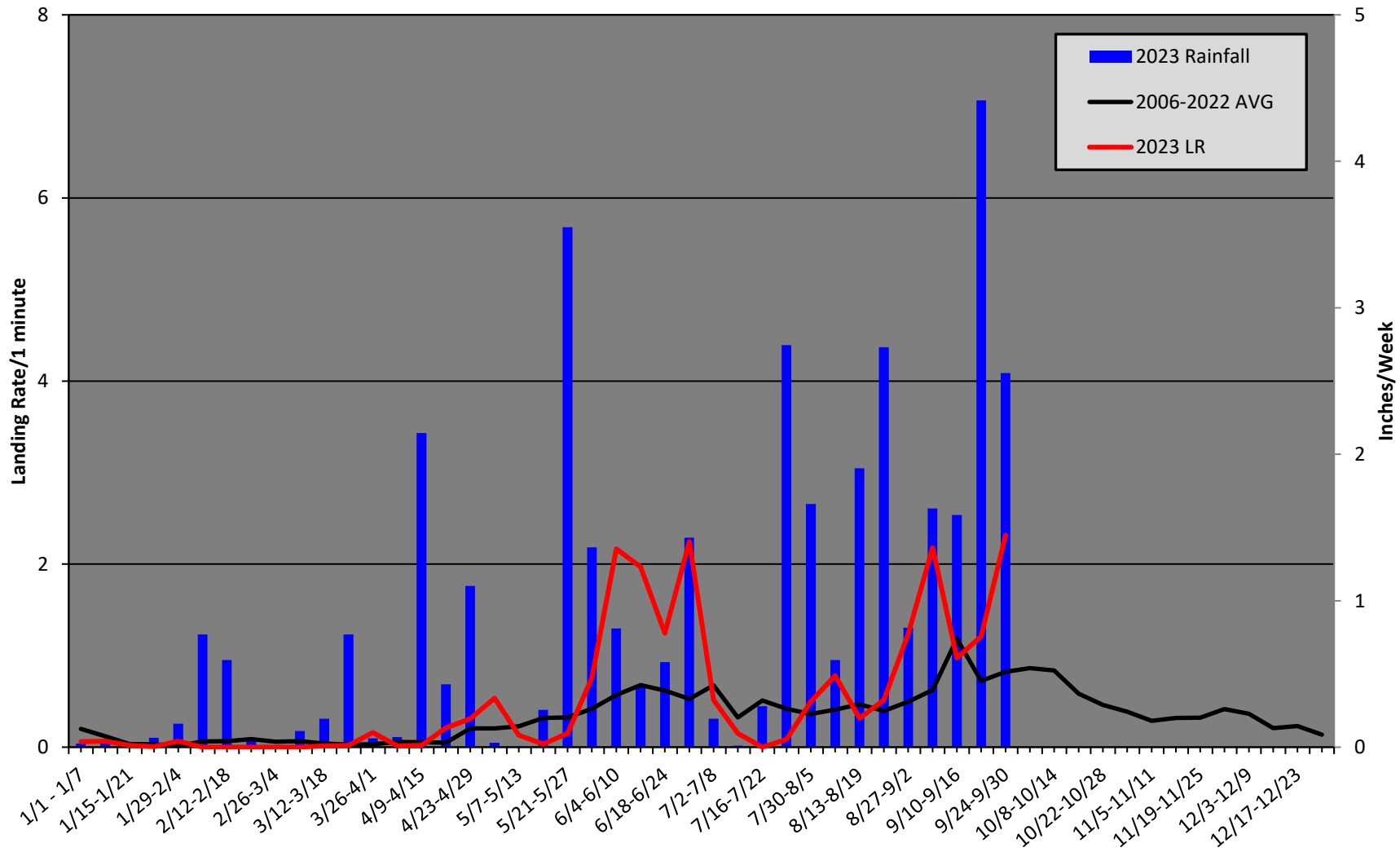




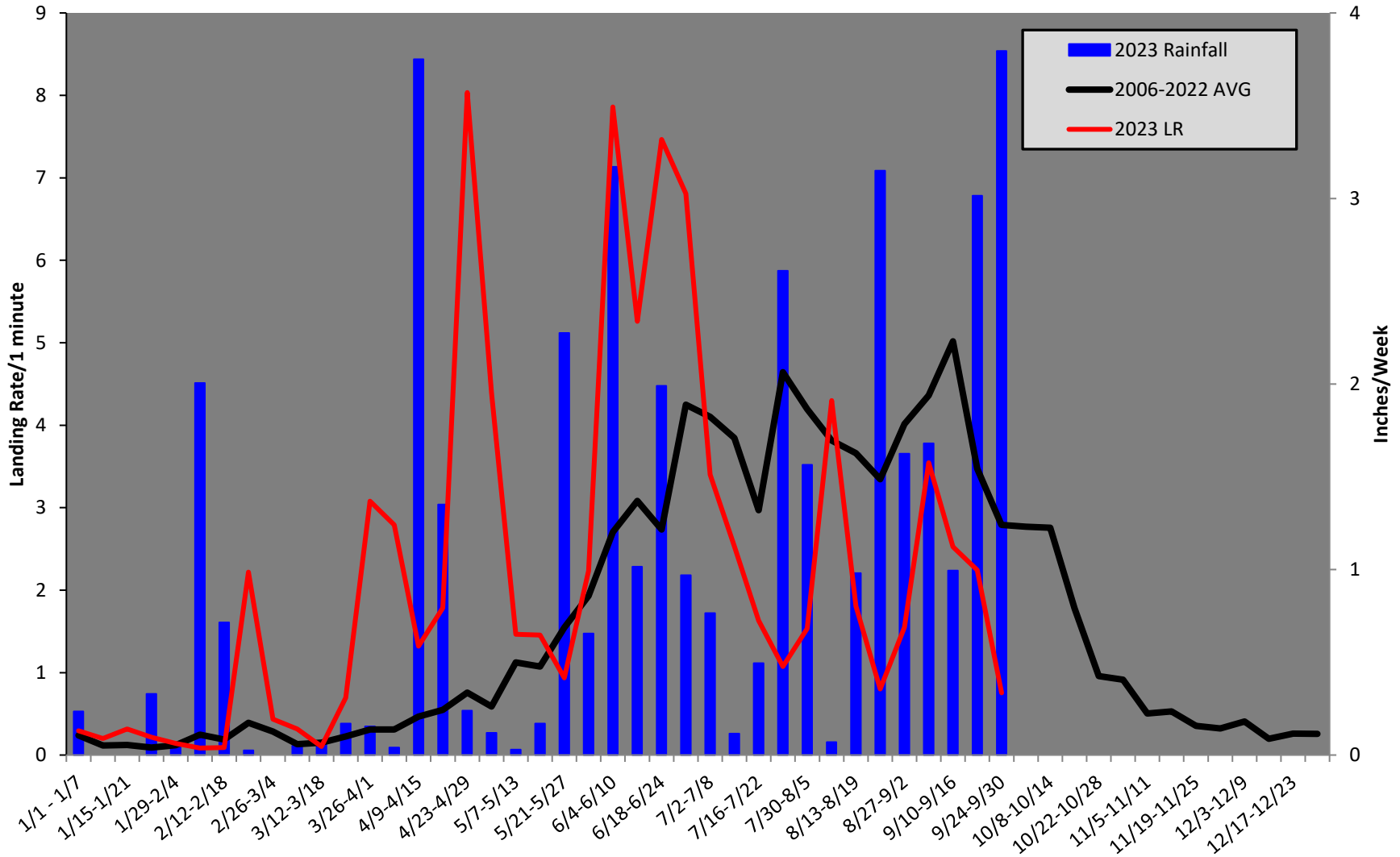
Lower Keys: Saddlebunch to Bahia Honda Average Landing Rate Counts and Rainfall



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 9a

Performance Review, The Balmoral Group

Item 10a

Financial Reports

Budget Analysis

District Finances

Cash Disbursements

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

STATE FUND

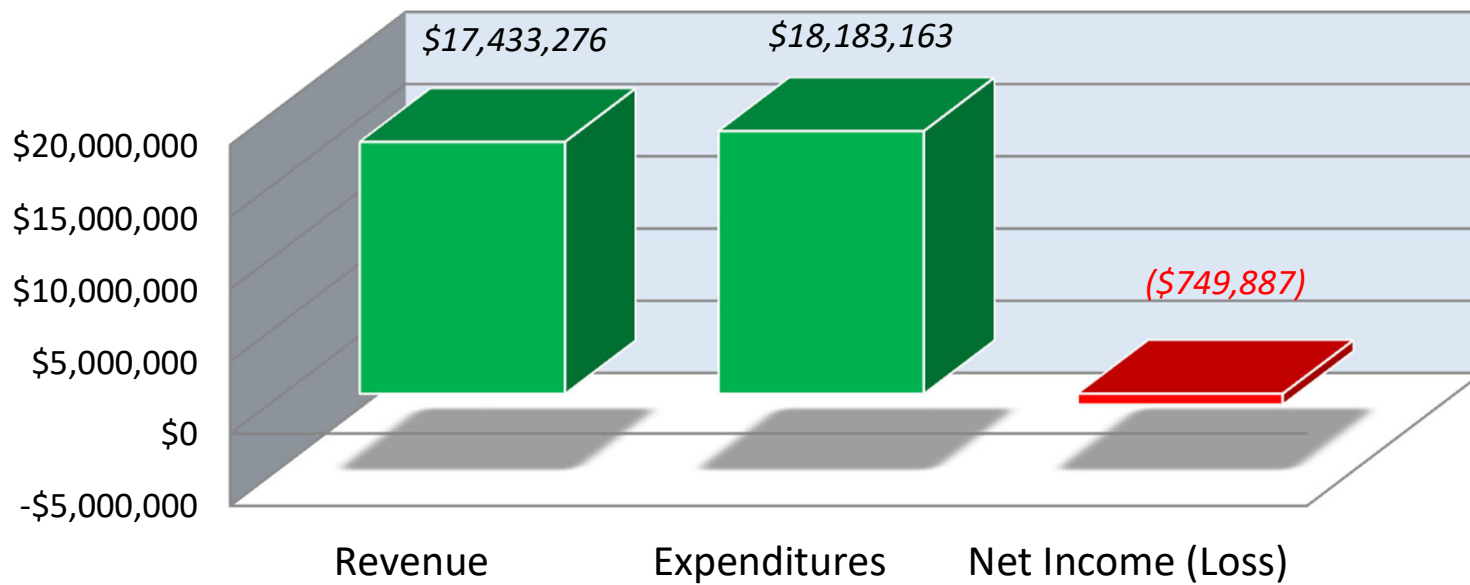
ACCT. NO	ITEM	Annual Budget	Current September Actual	Prior Year Month	Current YTD Actual	Prior Year YTD Actual	Current Annual: Unexpended	Year on Year Variance
10	Personal Services 11 - 15						0.00	0.00
20	Personal Service Benefits 21 - 25						0.00	0.00
30	Operating Expense 31 - 34						0.00	0.00
40	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	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	0.00	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	0.00	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
SEPTEMBER 2023**

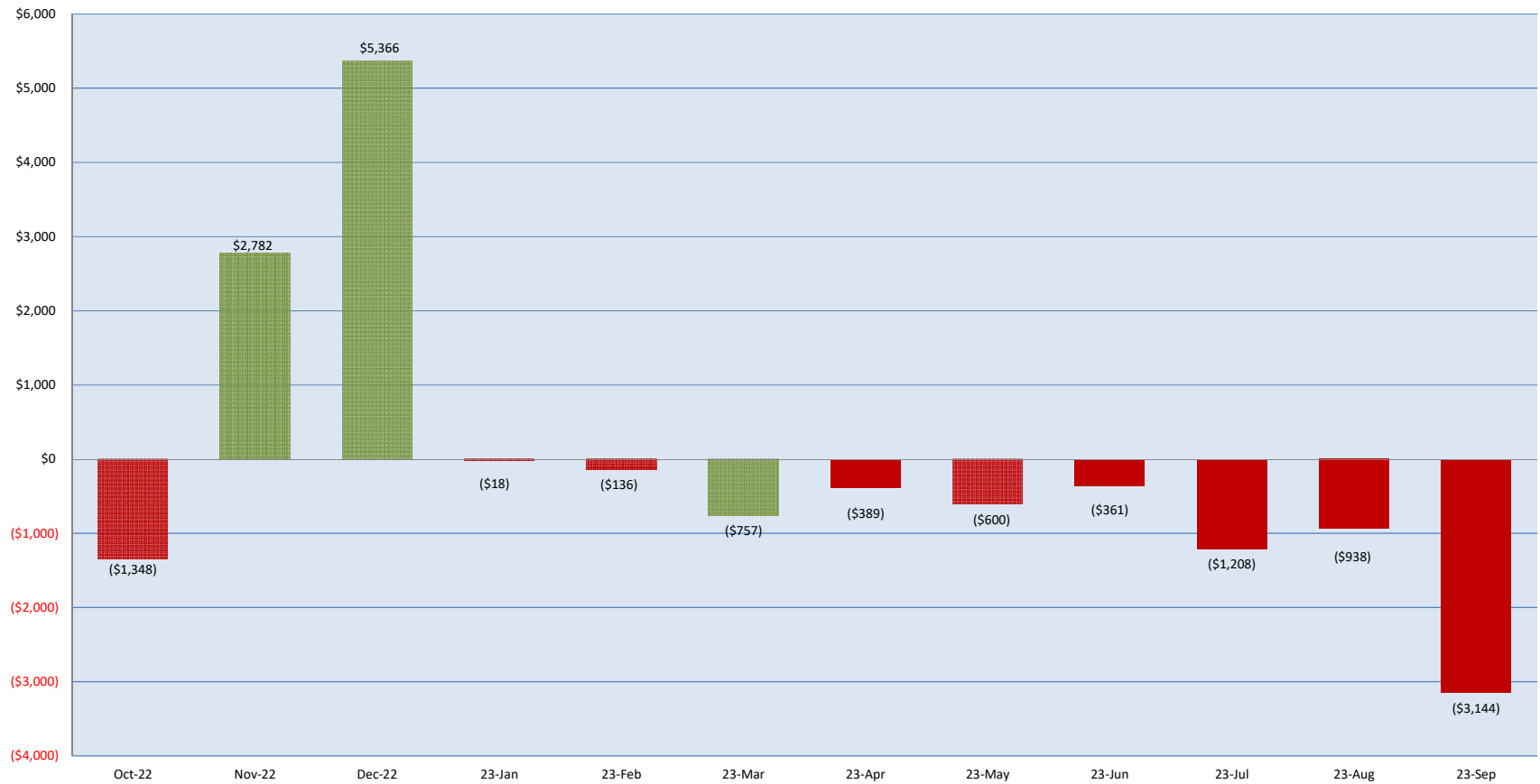
LOCAL FUND

ACCT. NO	ITEM	Annual Budget	Current September 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	607,478.27	558,099.25	5,268,052.11	4,993,613.42	221,299.89	274,438.69
20	Personal Service Benefits 21 - 25	3,825,678.00	331,822.62	314,019.01	3,080,546.84	3,214,236.50	745,131.16	(133,689.66)
30	Operating Expense 31 - 34	1,208,993.00	24,716.79	17,271.57	1,084,314.45	915,758.81	124,678.55	168,555.64
40	Travel and Per Diem 40.1 - 40.3	123,985.00	11,056.94	3,063.28	94,030.38	74,447.84	29,954.62	19,582.54
41	Communication Services	110,100.00	11,645.62	7,513.32	95,575.01	88,351.24	14,524.99	7,223.77
42	Freight Services	18,500.00	5,042.11	1,911.40	16,305.55	16,832.39	2,194.45	(526.84)
43	Utility Services	162,250.00	10,579.25	13,208.88	101,884.57	106,962.04	60,365.43	(5,077.47)
44	Rentals and Leases	960,640.00	762,501.91	753,834.73	939,956.08	884,124.47	20,683.92	55,831.61
45	Insurance	797,570.00	1,123,477.04	909,850.13	1,184,690.70	939,289.83	(387,120.70)	245,400.87
46	Repair and Maintenance Service 46.1 - 46.6	958,490.00	54,451.18	48,498.35	506,952.73	549,514.76	451,537.27	(42,562.03)
47	Printing/Binding	6,350.00	46.80	60.00	6,058.59	4,653.80	291.41	1,404.79
48	Promotional Activities	21,000.00	3,692.00	2,132.00	12,244.74	10,811.84	8,755.26	1,432.90
49	Other Current Charges and Obligations	20,115.00	1,087.70	630.10	19,108.55	507,882.07	1,006.45	(488,773.52)
51	Office Supplies/Materials	89,411.00	14,415.42	948.29	74,880.53	46,226.56	14,530.47	28,653.97
52.1	Gas/Oil/Lube	325,762.00	52,010.16	45,453.22	241,180.59	275,258.27	84,581.41	(34,077.68)
52.2	Chemical/Solvents/Additives	1,439,028.44	184,388.08	283,140.00	1,387,338.74	1,132,554.35	51,689.70	254,784.39
52.3	Clothing and Wearing Apparel	41,540.00	3,055.45	6,946.61	34,451.67	37,882.46	7,088.33	(3,430.79)
52.4	Miscellaneous Supplies and Incidental	196,969.00	19,959.23	12,561.42	99,440.03	124,618.07	97,528.97	(25,178.04)
52.5	Tools and Small Implements	13,662.00	3,051.08	5,458.01	11,460.30	16,141.41	2,201.70	(4,681.11)
54	Books, Publications, Subscriptions, Memberships	73,541.00	861.46	339.09	61,023.77	58,522.82	12,517.23	2,500.95
55	Training	111,600.00	14,800.00	910.07	72,194.19	61,919.10	39,405.81	10,275.09
60	Capital Outlay 61 - 64	4,439,354.00		61,651.00	3,791,473.36	237,405.62	647,880.64	3,554,067.74
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	
0.003	Reserves - Cash Bal to Carry Forward							
0.004	Reserves - Sick and Annual Leave	250,000.00					250,000.00	
	TOTAL:	23,284,440.44	3,240,139.11	3,047,499.73	18,183,163.48	14,297,007.67	5,101,276.96	3,886,155.81

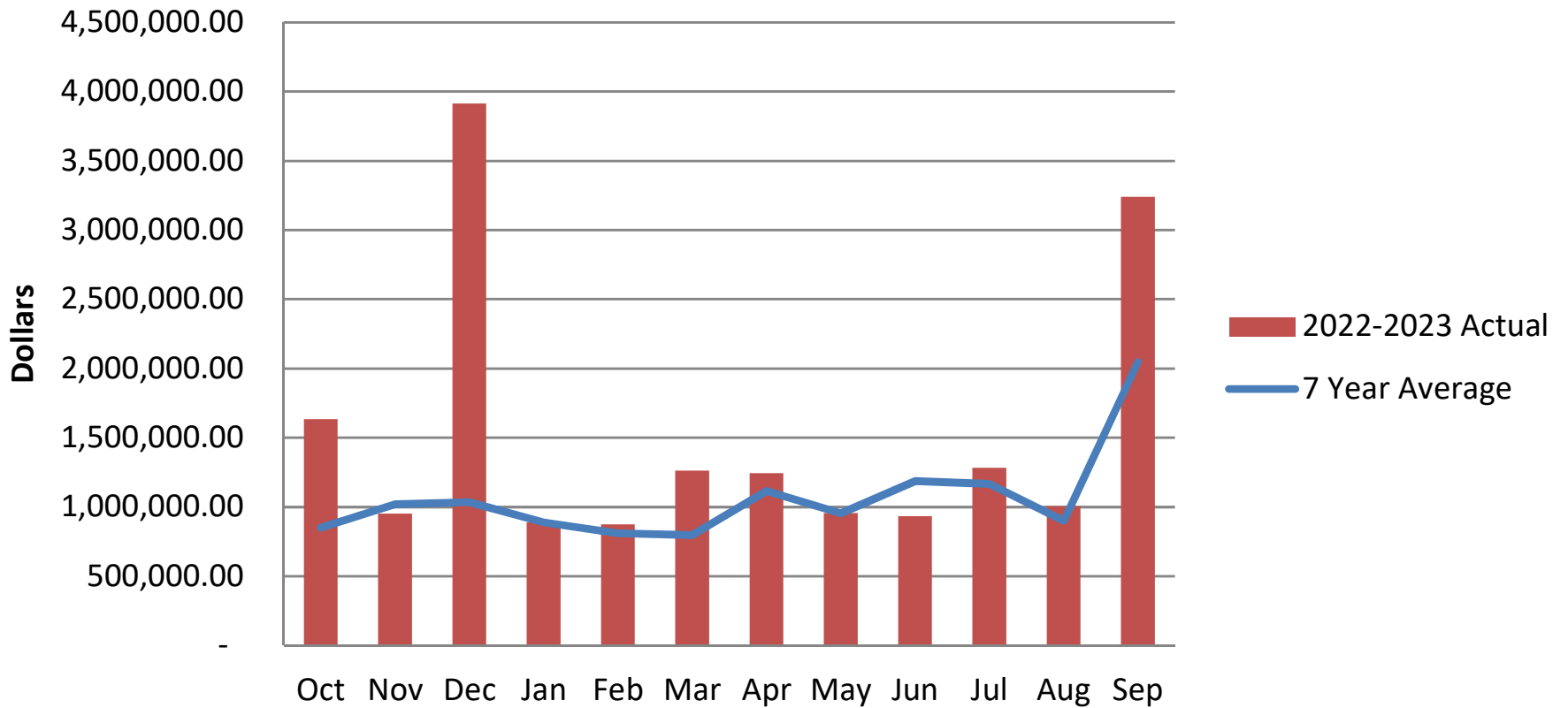
FKMCD Local FY 2022-2023 YTD Cash Basis Net Income (Loss) through September 2023



**FKMCD Local Funds FY 2022-2023 Cash Basis Monthly Net Income (Loss) through
September 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 September 30, 2023:	\$	637,873.68		
Plus October 2023 deposits to date:		0.00		
Plus funds transferred from FL Class to Operating:		_____		
Total Operating Checking Account funds available:		_____	\$	637,873.68
Less funds transferred from Operating to Health:		0.00		
Less funds transferred from Operating to FL Class:		0.00		
Less October 2023 expenditures to date:		(110,539.61)		
Total Operating Checking Account funds expended/transferred to date:		_____		(110,539.61)
Balance in Local Checking Account at present:			\$	<u><u>527,334.07</u></u>

CHECKING - FL CLASS

Checking Account balance on September 30, 2023:	\$	4,718,801.04		
Less funds transferred to Operating Checking from FL Class Cash:		_____		
Total FL Class Cash Account funds available:		_____	\$	4,718,801.04
Total Net FL Class Cash expenditures to date:		_____		0.00
Balance in FL Class Cash Account at present:			\$	<u><u>4,718,801.04</u></u>

CHECKING - PAYROLL

Checking Account balance on September 30, 2023:	\$	0.40		
Plus funds transferred from Operating Checking to Payroll Checking:		0.00		
Total Payroll Checking Account funds available:		_____	\$	0.40
Total Net Payroll Checking expenditures to date:		_____		0.00
Balance in Local Payroll Checking Account at present:			\$	<u><u>0.40</u></u>

HEALTH INSURANCE CLAIMS FUND ACCOUNT

Checking Account balance on September 30, 2023:	\$	28.60		
Plus funds transferred from Operating Checking to Health Checking:		0.00		
Total Health Checking Account funds available:		_____	\$	28.60
Total Net Health Checking expenditures to date:		_____		
Balance in Local Health Checking Account at present:			\$	<u><u>28.60</u></u>

Plus FSA Account				<u><u>28,694.13</u></u>
Total Local Funds:			\$	<u><u>5,274,858.24</u></u>

STATE I ACCOUNT FUNDS

CHECKING - OPERATING

September 30, 2023:	\$	92,495.87		
Plus October 2023 deposits to date:		0.00		
Total Checking Account funds available:		_____	\$	92,495.87
Less funds transferred to Operating Checking:		_____		
Less October 2023 expenditures to date:		0.00		
Total State I Checking Account funds expended/transferred to date		_____	\$	0.00
Balance in State I Checking Account at present:			\$	<u><u>92,495.87</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 September 1, 2023 to September 30, 2023:

Check No.	Payment Date	Remit To	Payment Amt.
ACH	9/1/2023	Centennial Bank	143,218.60
ACH	9/1/2023	EFTPS	51,308.31
ACH	9/1/2023	Florida State Disbursement Unit	899.39
ACH	9/1/2023	Empower Retirement	5,910.00
ACH	9/1/2023	Florida Division of Retirement	73,403.85
ACH	9/5/2023	Centennial Bank	1,279.51
ACH	9/5/2023	EFTPS	211.98
ACH	9/15/2023	Centennial Bank (Payroll)	136,807.20
ACH	9/15/2023	EFTPS	48,242.84
ACH	9/15/2023	Florida State Disbursement Unit	899.39
ACH	9/15/2023	Empower Retirement	5,910.00
ACH	9/15/2023	Centennial Bank	698.00
ACH	9/15/2023	Centennial Bank	1,608.40
ACH	9/19/2023	Centennial Bank	2,383.23
ACH	9/19/2023	EFTPS	481.08
ACH	9/19/2023	CIGNA Healthcare	71,680.25
ACH	9/22/2023	Centennial Bank	3,518.42
ACH	9/22/2023	Centennial Bank	3,332.85
ACH	9/29/2023	Centennial Bank (Payroll)	4,959.23
ACH	9/29/2023	EFTPS	1,543.08
ACH	9/29/2023	Centennial Bank (Payroll)	145,561.26
ACH	9/29/2023	EFTPS	51,482.68
ACH	9/29/2023	Florida State Disbursement Unit	899.39
ACH	9/29/2023	Empower Retirement (Payroll Deduction)	5,910.00
ACH	9/29/2023	Centennial Bank	3,429.00
ACH	9/29/2023	Centennial Bank	100.81
ACH	9/29/2023	Centennial Bank	1,963.25
ACH	9/29/2023	Centennial Bank	958.20
ACH	9/29/2023	Centennial Bank	291.60
ACH	9/29/2023	Centennial Bank	376.93
ACH	9/29/2023	Centennial Bank	1,428.00
ACH	9/29/2023	Centennial Bank	762.60
119219	9/1/2023	DSLX.NET	3,275.00
119220	9/1/2023	Low Cut Lawn Care LLC	1,600.00
119221	9/1/2023	Marie's Cleaning	1,000.00
119222	9/1/2023	Staples Business Credit	607.63
119223	9/1/2023	Sunshine Gasoline Distributors, Inc.	3,358.33
119224	9/1/2023	Amazon Capital Services	782.60
119225	9/1/2023	United Way of the Florida Keys (Payroll Deductions)	18.00
119226	9/1/2023	Adapco, Inc.	1,180.08
119227	9/1/2023	Campbell Oil Co Inc.	12,777.62
119228	9/1/2023	Florida Keys Electric Coop Assn Inc	739.50
119229	9/1/2023	Key Largo Collision Center	2,237.08
119230	9/1/2023	Federal Express	205.71
119231	9/1/2023	Treasurer of the Florida Ornithological Society	150.00

LOCAL ACCOUNT CONTINUED

119232	9/1/2023	Keys Energy Services	1,083.55
119233	9/1/2023	Ramona's	776.00
119234	9/1/2023	Danilo Diaz Perez	80.00
119235	9/1/2023	Steven Rutherford	150.00
119236	9/1/2023	Rochele L. Miller	14.50
119237	9/1/2023	KLI Shell Lumber & Hardware Headquarters	17.34
119238	9/1/2023	Specialty Hardware Supply, Inc.	403.26
119239	9/1/2023	Sunshine Gasoline Distributors, Inc.	1,915.94
119240	9/1/2023	Waterland Manufacturing & Supply, LLC.	1,202.35
119241	9/1/2023	Verizon Wireless	3,858.63
119242	9/8/2023	3rd Generation Plumbing	2,800.00
119243	9/8/2023	Amazon Capital Services	417.24
119244	9/8/2023	Adapco, Inc.	47,040.00
119245	9/8/2023	Arrow Aviation	5,583.81
119246	9/8/2023	AutoZone, Inc.	179.16
119247	9/8/2023	BASIC Benefits	1,147.00
119248	9/8/2023	AFLAC Inc	5,804.71
119249	9/8/2023	Keys Auto Supply	812.38
119250	9/8/2023	Clarke Mosquito Control Products	319.68
119251	9/8/2023	Corporate Traditions	3,563.00
119252	9/8/2023	Daniel Collins	800.00
119253	9/8/2023	Florida Keys Aqueduct Authority	391.28
119254	9/8/2023	Florida Keys Media, LLC	848.00
119255	9/8/2023	Florida Mosquito Control Association	3,125.00
119256	9/8/2023	Frasco Profiles	262.26
119257	9/8/2023	Garrett's A/C & Refrigeration	260.00
119258	9/8/2023	Genset Services, Inc	8,246.00
119259	9/8/2023	Helicopter Services Inc.	1,636.00
119260	9/8/2023	Home Depot Credit Services	1,058.44
119261	9/8/2023	Keys Media Company, Inc	1,216.00
119262	9/8/2023	Keys Sanitary Service (RCR0208)	192.04
119263	9/8/2023	LEAF	309.65
119264	9/8/2023	Level 4 Telcom	476.60
119265	9/8/2023	Lower Keys Chamber of Commerce	130.00
119266	9/8/2023	Marathon Garbage Service, Inc.	813.67
119267	9/8/2023	Minitab LLC	5,340.00
119268	9/8/2023	Publix Super Markets, Inc.	470.00
119269	9/8/2023	Alana Loftus (Per Diem/Travel Reimbursement 8/21/23-8/31/2023)	75.00
119270	9/8/2023	Laurie McMahan (Work Boots & Pants Reimbursement)	286.54
119271	9/8/2023	Ugly Fish Apparel & Printing	118.00
119272	9/8/2023	UniFirst Corporation	1,746.87
119273	9/8/2023	Verizon Wireless	1.56
119274	9/8/2023	Vernis & Bowling of the Florida	2,150.00
119275	9/8/2023	Waste Management of Florida Keys	363.72
119276	9/8/2023	Xerox Corporation	948.11
119277	9/8/2023	Airgas USA, LLC	3,271.47
119278	9/8/2023	Boeing Distribution, Inc.	1,854.36
119279	9/8/2023	Edgar Delacerda (Work Pants Reimbursement)	200.00
119280	9/8/2023	3rd Generation Plumbing	450.00
119281	9/15/2023	United Way of the Florida Keys (Payroll Deductions)	18.00
119282	9/15/2023	Amazon Capital Services	6,281.24
119283	9/15/2023	AMSOIL INC	1,704.07
119284	9/15/2023	BASIC Benefits (COBRA Admin Fee)	66.74
119285	9/15/2023	Michael Burton, D.O.	50.00
119286	9/15/2023	Key West Auto Parts	131.64

LOCAL ACCOUNT CONTINUED

119287	9/15/2023	Compliance Signs, LLC	156.95
119288	9/15/2023	Jody L. Davis (Per Diem/Travel Reimbursement 9/11-9/14/2023)	60.00
119289	9/15/2023	E.M.C Oil Corp.	50.00
119290	9/15/2023	Garrett's A/C & Refrigeration	178.00
119291	9/15/2023	Bruce L. Holden (Per Diem/Travel Reimbursement 8/22/2023)	15.00
119292	9/15/2023	Brandon Johnson (Work Pants Reimbursement)	124.38
119293	9/15/2023	Key West Chamber of Commerce	475.00
119294	9/15/2023	Tom Loftus (Per Diem/Travel Reimbursement 9/6/2023)	15.00
119295	9/15/2023	Alana Loftus (Per Diem/Travel Reimbursement 9/5-13/2023)	90.00
119296	9/15/2023	Advanced Urgent Care	25.00
119297	9/15/2023	PPLSI	1,461.40
119298	9/15/2023	Specialty Hardware Supply, Inc.	313.16
119299	9/15/2023	Airgas Dry Ice	1,393.63
119300	9/15/2023	Boeing Distribution, Inc.	449.35
119301	9/15/2023	Enterprise FM Trust	15,163.57
119302	9/18/2023	Wired Waters	8,956.80
119303	9/19/2023	Jill Cranney-Black (Per Diem/Travel Reimbursement Mtg 9/7/2023)	168.38
119304	9/19/2023	Phillip L. Goodman (Per Diem/Travel Reimbursement Mtg 9/7/2023)	58.65
119305	9/19/2023	Thomas R. McDonald (Per Diem/Travel Reimbursement Mtg 9/7/2023)	148.99
119306	9/19/2023	Brandon Pinder (Per Diem/Travel Reimbursement Mtg 9/7/2023)	86.29
119307	9/19/2023	Stanley Zuba (Per Diem/Travel Reimbursement Mtg 9/7/2023)	139.04
119308	9/22/2023	Advance Auto Parts	729.17
119309	9/22/2023	Aflac (Dental Insurance Premiums)	5,303.44
119310	9/22/2023	Amazon Capital Services	6,897.69
119311	9/22/2023	AMSOIL INC	1,704.07
119312	9/22/2023	Arrow Aviation	475.65
119313	9/22/2023	Boeing Distribution, Inc.	268.04
119314	9/22/2023	Michael Burton, D.O.	50.00
119315	9/22/2023	Cornelius Comer (Per Diem/Travel Reimbursement 9/13-20/2023)	45.00
119316	9/22/2023	Clarke Mosquito Control Products	156.36
119317	9/22/2023	Key West Insurance	541,200.80
119318	9/22/2023	Jody L. Davis (Per Diem/Travel Reimbursement 9/15-21/2023)	75.00
119319	9/22/2023	State of Florida	145.68
119320	9/22/2023	Florida Keys Aqueduct Authority	882.62
119321	9/22/2023	Florida Keys Electric Coop Assn Inc	4,145.29
119322	9/22/2023	Leading Edge Aerial Technologies, Inc	2,194.67
119323	9/22/2023	Marathon Lumber	297.00
119324	9/22/2023	Andrea L. Leal (Per Diem/Travel Reimbursement 9/11-15/2023)	130.00
119325	9/22/2023	Humberto Palacio (Per Diem/Travel Reimbursement 9/13-14/2023)	30.00
119326	9/22/2023	Standard Insurance Co. (Life Insurance Premiums)	4,497.64
119327	9/22/2023	Summerland Key Cove Airport Company	500.00
119328	9/22/2023	Sunshine Gasoline Distributors, Inc.	3,923.75
119329	9/22/2023	Wex Bank	69.61
119330	9/22/2023	West Marine Pro	71.79
119331	9/22/2023	Airways International Insurance Services (Aviation Insurance)	582,276.24
119332	9/22/2023	Campbell Oil Co Inc.	8,518.82
119333	9/22/2023	Helicopter Institute	13,750.00
119334	9/29/2023	United Way of the Florida Keys (Payroll Deductions)	18.00
119335	9/29/2023	Airgas Dry Ice	889.55
119336	9/29/2023	Amazon Capital Services	2,742.88
119337	9/29/2023	Adapco, Inc.	122,576.00
119338	9/29/2023	Advance Auto Parts	710.33
119339	9/29/2023	Airbus Helicopters, Inc	15,973.71
119340	9/29/2023	AMSOIL INC	1,618.94
119341	9/29/2023	Arnold's Auto & Marine, Inc.	4,000.00

LOCAL ACCOUNT CONTINUED

119342	9/29/2023	Banc of America Leasing	744,058.55
119343	9/29/2023	Key West Auto Parts	54.42
119344	9/29/2023	Clarke Mosquito Control Products	13,592.00
119345	9/29/2023	Wex Bank	119.35
119346	9/29/2023	John Cook (Per Diem/Travel Reimbursement 9/26-27/2023)	30.00
119347	9/29/2023	APG Media	1,087.70
119348	9/29/2023	Edgar Delacerda (Per Diem/Travel Reimbursement 9/11-15/2023)	100.00
119349	9/29/2023	Jody L. Davis (Per Diem/Travel Reimbursement 9/25-29/2023)	75.00
119350	9/29/2023	EMC Oil Corporation	2,353.75
119351	9/29/2023	Federal Express	120.48
119352	9/29/2023	Fisher Scientific	27.40
119353	9/29/2023	Florida Keys Electric Coop Assn Inc	647.38
119354	9/29/2023	Focus USA Technologies Inc.	2,241.25
119355	9/29/2023	Alana Loftus (Per Diem/Travel Reimbursement 9/18-27/2023)	90.00
119356	9/29/2023	Home Depot Credit Services	2,981.55
119357	9/29/2023	Low Cut Lawn Care LLC	1,600.00
119358	9/29/2023	HemoStat Laboratories	37.25
119359	9/29/2023	Lawrence J. Hribar, PhD (Per Diem/Travel Reimbursement 9/16-21/2023)	682.88
119360	9/29/2023	KLI Shell Lumber & Hardware Headquarters	157.15
119361	9/29/2023	Tom Loftus (Per Diem/Travel Reimbursement 9/26/2023)	15.00
119362	9/29/2023	Robert Lee (Per Diem/Travel Reimbursement 9/11-15/2023)	120.00
119363	9/29/2023	James Ozmar (Per Diem/Travel Reimbursement 9/11-15/2023)	30.00
119364	9/29/2023	Danilo Diaz Perez (Per Diem/Travel Reimbursement 9/1-28/2023)	110.00
119365	9/29/2023	Paul Pignataro (Per Diem/Travel Reimbursement 9/11-27/2023)	115.00
119366	9/29/2023	Publix Super Markets, Inc.	165.95
119367	9/29/2023	Ramona's	270.00
119368	9/29/2023	Steven Rutherford (Per Diem/Travel Reimbursement 8/31-9/28/2023)	125.00
119369	9/29/2023	The N2 Company	200.00
119370	9/29/2023	Wex Bank - Shell	1,221.94
119371	9/29/2023	Staples Business Credit	1,970.08
119372	9/29/2023	Sunshine Gasoline Distributors, Inc.	3,827.81
119373	9/29/2023	Textron Aviation, Inc.	733.60
119374	9/29/2023	Xerox Corporation	804.96
119375	9/29/2023	Airgas USA, LLC	3,311.64
119376	9/29/2023	Keys Auto Supply	1,082.44
119377	9/29/2023	Florida Calibration Lab	1,080.00
119378	9/29/2023	Marie's Cleaning	1,250.00
119379	9/29/2023	Verizon Wireless	3,888.15
119380	9/29/2023	Aflac	44.20
119381	9/29/2023	Aflac (Dental Insurance Premiums)	4,031.22
119382	9/29/2023	Allen, Norton & Blue, P.A.	5,230.00
119383	9/29/2023	Campbell Oil Co Inc.	8,955.40
119384	9/29/2023	Colonial Life Insurance (Payroll Deductions)	158.10
		Reversed - Arrow Aviation Check 119079	-5,510.54
		Transfer - Healthcare	129,652.00
Total Local Account Cash Disbursements			\$ 3,211,186.08

Respectfully Submitted,

Bruce Holden

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

Item 10b

Resolution 2023-24 Enterprise Lease Agreement

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT
RESOLUTION NO. 2023-24**

A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT OF MONROE COUNTY, FLORIDA, APPROVING THE MASTER EQUITY LEASE AGREEMENT AND ADDENDUM WITH ENTERPRISE FLEET MANAGEMENT FOR THE DISTRICT'S VEHICLE OPERATIONS FLEET; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, in order for the Florida Keys Mosquito Control District (hereinafter "District") to control and eliminate all species of mosquitoes and other arthropods of public health importance, the District requires the use of appropriate vehicles for its operations fleet; and

WHEREAS, Enterprise FM Trust, d/b/a Enterprise Fleet Management (hereinafter "Enterprise") has offered to lease certain vehicles to the District for its operations; and

WHEREAS, leased vehicles are necessary for the daily operations of the District to continue to provide necessary mosquito control service to the residents of Monroe County, Florida; and

WHEREAS, pursuant to the terms of the Master Equity Lease Agreement and the Addendum thereto (hereinafter collectively referred to as the "Agreement") as set forth in and hereto attached as Composite Exhibit "A"; the District will have the opportunity to take ownership of the vehicles at the end of the lease term, on such terms which are acceptable to the District; and

WHEREAS, the District Board of Commissioners hereby finds and determines that the leasing of vehicles is essential to the full and beneficial work by the District, and thereby clearly serves a "public purpose" as defined by law; and

WHEREAS, the District Board of Commissioners finds and determines that approval of the Master Equity Lease Agreement and Addendum with Enterprise 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 Lease and Addendum.** The District Board of Commissioners hereby approves the Master Equity Lease Agreement and corresponding Amendment(s) thereto between the District and Enterprise Fleet Management.

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

PASSED AND ADOPTED this 10th day of October, 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

MASTER EQUITY LEASE AGREEMENT

This Master Equity Lease Agreement is entered into this _____ day of _____, 20____, by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor"), and the lessee whose name and address is set forth on the signature page below ("Lessee").

1. LEASE OF VEHICLES: Lessor hereby leases to Lessee and Lessee hereby leases from Lessor the vehicles (individually, a "Vehicle" and collectively, the "Vehicles") described in the schedules from time to time delivered by Lessor to Lessee as set forth below ("Schedule(s)") for the rentals and on the terms and conditions set forth in this Agreement and in the applicable Schedule. References to this "Agreement" shall include this Master Equity Lease Agreement and the various Schedules and addenda to this Master Equity Lease Agreement, each of which are incorporated herein as part of a single, unitary Agreement. Lessor will, on or about the date of delivery of each Vehicle to Lessee, send Lessee a Schedule covering the Vehicle, which will include, among other things, a description of the Vehicle, the lease term and the monthly rental and other payments due with respect to the Vehicle. The terms contained in each such Schedule will be binding on Lessee unless Lessee objects in writing to such Schedule within ten (10) days after the date of delivery of the Vehicle covered by such Schedule. Lessor is the sole legal owner of each Vehicle. This Agreement is a lease only and Lessee will have no right, title or interest in or to the Vehicles except for the use of the Vehicles as described in this Agreement. This Agreement shall be treated as a true lease for federal and applicable state income tax purposes with Lessor having all benefits of ownership of the Vehicles. It is understood and agreed that Enterprise Fleet Management, Inc. or an affiliate thereof (together with any subservicer, agent, successor or assign as servicer on behalf of Lessor, "Servicer") may administer this Agreement on behalf of Lessor and may perform the service functions herein provided to be performed by Lessor.

2. TERM: The term of this Agreement ("Term") for each Vehicle begins on the date such Vehicle is delivered to Lessee (the "Delivery Date") and, unless terminated earlier in accordance with the terms of this Agreement, continues for the "Lease Term" as described in the applicable Schedule.

3. RENT AND OTHER CHARGES:

(a) Lessee agrees to pay Lessor monthly rental and other payments according to the Schedules, Open-End (Equity) Lease Rate Quotes, and this Agreement. The monthly payments will be in the amount listed as the "Total Monthly Rental Including Additional Services" on the applicable Schedule (with any portion of such amount identified as a charge for maintenance services under Section 4 of the applicable Schedule being payable to Lessor as agent for Enterprise Fleet Management, Inc.) and will be due and payable in advance on the first day of each month. Lessee agrees to pay Lessor interest charges, in connection with the acquisition of a Vehicle, for the period between the date Lessor issues payment to acquire such Vehicle and the date the Vehicle is delivered to Lessee. Such interest charges shall be included in each Schedule. If a Vehicle is delivered to Lessee on any day other than the first day of a month, monthly rental payments will begin on the first day of the next month. In addition to the monthly rental payments, Lessee agrees to pay Lessor a pro-rated rental charge for the number of days that the Delivery Date precedes the first monthly rental payment date. A portion of each monthly rental payment, being the amount designated as "Depreciation Reserve" on the applicable Schedule, will be considered as a reserve for depreciation and will be credited against the Delivered Price of the Vehicle for purposes of computing the Book Value of the Vehicle under Section 3(c). Lessee agrees to pay Lessor the "Total Initial Charges" set forth in each Schedule on the due date of the first monthly rental payment under such Schedule. Lessee agrees to pay Lessor the "Service Charge Due at Lease Termination" set forth in each Schedule at the end of the applicable Term (whether by reason of expiration, early termination or otherwise).

(b) In the event the Term for any Vehicle ends prior to the last day of the scheduled Term, whether as a result of a default by Lessee, a Casualty Occurrence or any other reason, the rentals and management fees paid by Lessee will be recalculated in accordance with the rule of 78's and the adjusted amount will be payable by Lessee to Lessor on the termination date.

(c) Lessee agrees to pay Lessor within thirty (30) days after the end of the Term for each Vehicle, additional rent equal to the excess, if any, of the Book Value of such Vehicle over the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule. If the Book Value of such Vehicle is less than the greater of (i) the wholesale value of such Vehicle as determined by Lessor in good faith or (ii) except as provided below, twenty percent (20%) of the Delivered Price of such Vehicle as set forth in the applicable Schedule, Lessor agrees to pay such deficiency to Lessee as a terminal rental adjustment after the end of the applicable Term (subject to Lessor's right to recoup any amounts Lessor would owe to Lessee under this Section 3(c) against any obligations of Lessee to Lessor under this Agreement). Notwithstanding the foregoing, if (i) the Term for a Vehicle is greater than forty-eight (48) months (including any extension of the Term for such Vehicle), (ii) the mileage on a Vehicle at the end of the Term is greater than 15,000 miles per year on average (prorated on a daily basis) (i.e., if the mileage on a Vehicle with a Term of thirty-six (36) months is greater than 45,000 miles) or (iii) in the sole judgment of Lessor, a Vehicle has been subject to damage or any abnormal or excessive wear and tear, the calculations described in the two immediately preceding sentences shall be made without giving effect to clause (ii) in each such sentence. The "Book Value" of a Vehicle means the sum of (i) the "Delivered Price" of the Vehicle as set forth in the applicable Schedule minus (ii) the total Depreciation Reserve paid by Lessee to Lessor with respect to such Vehicle plus (iii) all accrued and unpaid rent and/or other amounts owed by Lessee with respect to such Vehicle.

(d) Any security deposit of Lessee will be returned to Lessee at the end of the applicable Term, except that the deposit will first be applied to and recouped against any losses and/or damages suffered by Lessor as a result of Lessee's breach of or default under this Agreement and/or to any other amounts then owed by Lessee to Lessor.

(e) Any rental payment or other amount owed by Lessee to Lessor which is not paid within twenty (20) days after its due date will accrue interest, payable on demand of Lessor, from the date due until paid in full at a rate per annum equal to the lesser of (i) Eighteen Percent (18%) per annum or (ii) the highest rate permitted by applicable law (the "Default Rate").

(f) If Lessee fails to pay any amount due under this Agreement or to comply with any of the covenants contained in this Agreement, Lessor, Servicer or any other agent of Lessor may, at its option, pay such amounts or perform such covenants and all sums paid or incurred by Lessor in connection therewith will be repayable by Lessee to Lessor upon demand together with interest thereon at the Default Rate.

(g) Lessee's obligations to make all payments of rent and other amounts under this Agreement are absolute and unconditional and such payments shall be made in immediately available funds without setoff, counterclaim or deduction of any kind. Lessee acknowledges and agrees that neither any Casualty Occurrence to any Vehicle nor any defect, unfitness or lack of governmental approval in, of, or with respect to, any Vehicle regardless of the cause or consequence nor any breach by Enterprise Fleet Management, Inc. of any maintenance agreement between Enterprise Fleet Management, Inc. and Lessee covering any Vehicle regardless of the cause or consequence will relieve Lessee from the performance of any of its obligations under this Agreement, including, without limitation, the payment of rent and other amounts under this Agreement.

(h) In the event Lessor, Servicer or any other agent of Lessor arranges for rental vehicle(s) with a subsidiary or affiliate of Enterprise Holdings, Inc., Lessee shall be fully responsible for all obligations under any applicable rental agreement.

4. USE AND SURRENDER OF VEHICLES: Lessee agrees to allow only duly authorized, licensed and insured drivers to use and operate the Vehicles. Lessee agrees to comply with, and cause its drivers to comply with, all laws, statutes, rules, regulations and ordinances (including without limitation such federal, state and local laws, statutes, rules, regulations and ordinances governing autonomous vehicles and automated driving systems and any parts, components and products related thereto) and the provisions of all insurance policies affecting or covering the Vehicles or their use or operation. In connection with autonomous vehicles and automated driving systems and the parts, components and products related thereto, Lessee agrees to comply with all applicable guidance and professional standards issued, released or published by governmental and quasi-governmental agencies, including without limitation the federal guidance for automated vehicles published by the Department of Transportation and the Federal Automated Vehicle Policy issued by the U.S. Department of Transportation and the National Highway Traffic Safety Administration. Lessee agrees to keep the Vehicles free of all liens, charges and encumbrances. Lessee agrees that in no event will any Vehicle be used or operated for transporting hazardous substances or persons for hire, for any illegal purpose or to pull trailers that exceed the manufacturer's trailer towing recommendations. Lessee agrees that no Vehicle is intended to be or will be utilized as a "school bus" as defined in the Code of Federal Regulations or any applicable state or municipal statute or regulation. Lessee agrees not to remove any Vehicle from the continental United States without first obtaining Lessor's written consent. At the expiration or earlier termination of this Agreement with respect to each Vehicle, or upon demand by Lessor made pursuant to Section 14, Lessee at its risk and expense agrees to return such Vehicle to Lessor at such place and by such reasonable means as may be designated by Lessor. If for any reason Lessee fails to return any Vehicle to Lessor as and when required in accordance with this Section, Lessee agrees to pay Lessor additional rent for such Vehicle at twice the normal pro-rated daily rent. Acceptance of such additional rent by Lessor will in no way limit Lessor's remedies with respect to Lessee's failure to return any Vehicle as required hereunder.

5. COSTS, EXPENSES, FEES AND CHARGES: Lessee agrees to pay all costs, expenses, fees, charges, fines, tickets, penalties and taxes (other than federal and state income taxes on the income of Lessor) incurred in connection with the titling, licensing, registration, delivery, purchase, sale, rental, and Lessee's use or operation of the Vehicles. If Lessor, Servicer or any other agent of Lessor incurs any such costs or expenses, Lessee agrees to promptly reimburse Lessor for the same.

6. LICENSE AND CHARGES: Each Vehicle will be titled, registered and licensed in the name designated by Lessor at Lessee's expense. Certain other charges relating to the acquisition of each Vehicle and paid or satisfied by Lessor have been capitalized in determining the monthly rental, treated as an initial charge or otherwise charged to Lessee. Such charges have been determined without reduction for trade-in, exchange allowance or other credit attributable to any Lessor-owned vehicle.

7. REGISTRATION PLATES, ETC.: Lessee agrees, at its expense, to obtain in the name designated by Lessor all registration plates and other plates, permits, inspections and/or licenses required in connection with the Vehicles, except for the initial registration plates which Lessor will obtain at Lessee's expense. The parties agree to cooperate and to furnish any and all information or documentation, which may be reasonably necessary for compliance with the provisions of this Section or any federal, state or local law, rule, regulation or ordinance. Lessee agrees that it will not permit any Vehicle to be located in a state other than the state in which such Vehicle is then titled for any continuous period of time that would require such Vehicle to become subject to the titling, licensing and/or registration laws of such other state.

8. MAINTENANCE OF AND IMPROVEMENTS TO VEHICLES:

(a) Lessee agrees, at its expense, to (i) maintain the Vehicles in good condition, repair, maintenance and running order and in accordance with all manufacturer's instructions and warranty requirements and all legal requirements and (ii) furnish all labor, materials, parts and other essentials required for the proper operation and maintenance of the Vehicles. Lessee will not make (or cause to be made) any alterations, upgrades, upfitting, additions or improvements (collectively, "Alterations") to any Vehicle which (i) could impact or impair the "motor vehicle safety" (as defined by the Motor Vehicle Safety Act) of the Vehicle, or (ii) could impact, impair, void or render unenforceable the manufacturer's warranty. Without the prior written consent of Lessor, Lessee will not make (or cause to be made) any Alterations to any Vehicle which (i) detracts, impairs, damages or alters the Vehicle's nature, purpose, economic value, remaining useful life, functionality, utility, software or controls, or (ii) subjects the Vehicle or any part or component of such Vehicle to any lien, charge or encumbrance. Any Alterations of any nature to a Vehicle are made at Lessee's sole cost, risk and liability, including without limitation, any such Alterations approved by, or made with the assistance or at the direction of Lessor. Any replacement parts added to any Vehicle shall be in at least as good an operating condition as the prior part before the replacement (assuming such part was, at the time of the replacement, in the condition required by the terms of this Agreement). Any Alterations to a Vehicle will become and remain the property of Lessor and will be returned with such Vehicle upon such Vehicle's return pursuant to Section 4 and shall be free of any liens, charges or encumbrances; provided, however, Lessor shall have the right at any time to require Lessee to remove any such Alteration at Lessee's sole cost, expense and liability. In no event or instance shall the value of any Alterations be regarded as rent. Lessee and Lessor acknowledges and agrees that Lessor will not be required to make any repairs, replacements or Alterations of any nature or description with respect to any Vehicle, to maintain or repair any Vehicle or to make any

expenditure whatsoever in connection with any such Vehicle(s) or this Agreement.

(b) Lessor and Lessee acknowledge and agree that if Section 4 of a Schedule includes a charge for maintenance, (i) the Vehicle(s) covered by such Schedule are subject to a separate maintenance agreement between Enterprise Fleet Management, Inc. and Lessee and (ii) Lessor shall have no liability or responsibility for any failure of Enterprise Fleet Management, Inc. to perform any of its obligations thereunder or to pay or reimburse Lessee for its payment of any costs and expenses incurred in connection with the maintenance or repair of any such Vehicle(s).

9. SELECTION OF VEHICLES AND DISCLAIMER OF WARRANTIES:

(a) LESSEE ACCEPTANCE OF DELIVERY AND USE OF EACH VEHICLE WILL CONCLUSIVELY ESTABLISH THAT SUCH VEHICLE IS OF A SIZE, DESIGN, CAPACITY, TYPE AND MANUFACTURE SELECTED BY LESSEE AND THAT SUCH VEHICLE IS IN GOOD CONDITION AND REPAIR AND IS SATISFACTORY IN ALL RESPECTS AND IS SUITABLE FOR LESSEE'S PURPOSE. LESSEE ACKNOWLEDGES THAT LESSOR IS NOT A MANUFACTURER OF ANY VEHICLE OR AN AGENT OF A MANUFACTURER OF ANY VEHICLE.

(b) LESSOR MAKES NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, WITH RESPECT TO ANY VEHICLE, INCLUDING, WITHOUT LIMITATION, ANY REPRESENTATION OR WARRANTY AS TO CONDITION, MERCHANTABILITY OR FITNESS FOR ANY PARTICULAR PURPOSE, IT BEING AGREED THAT ALL SUCH RISKS ARE TO BE BORNE BY LESSEE. THE VEHICLES ARE LEASED "AS IS," "WITH ALL FAULTS." All warranties made by any supplier, vendor and/or manufacturer of a Vehicle are hereby assigned by Lessor to Lessee for the applicable Term and Lessee's only remedy, if any, is against the supplier, vendor or manufacturer of the Vehicle.

(c) None of Lessor, Servicer or any other agent of Lessor will be liable to Lessee for any liability, claim, loss, damage (direct, incidental or consequential) or expense of any kind or nature, caused directly or indirectly, by any Vehicle or any inadequacy of any Vehicle for any purpose or any defect (latent or patent) in any Vehicle or the use or maintenance of any Vehicle or any repair, servicing or adjustment of or to any Vehicle, or any delay in providing or failure to provide any Vehicle, or any interruption or loss of service or use of any Vehicle, or any loss of business or any damage whatsoever and however caused. In addition, none of Lessor, Servicer or any other agent of Lessor will have any liability to Lessee under this Agreement or under any order authorization form executed by Lessee if Lessor is unable to locate or purchase a Vehicle ordered by Lessee or for any delay in delivery of any Vehicle ordered by Lessee.

(d) In no event shall Lessor, Servicer or any other agent of Lessor or their respective affiliates be liable for consequential, indirect, incidental, special, exemplary, punitive or enhanced damages, lost profits or revenues or diminution in value, arising out of or relating to this Agreement, including, without limitation, any breach or performance of this Agreement, regardless of (i) whether such damages were foreseeable, (ii) whether or not Lessor, Servicer or any other agent of Lessor or their respective affiliates were advised of the possibility of such damages and/or (iii) the legal or equitable theory (contract, tort or otherwise) upon which a claim, action, cause of action, demand, lawsuit, arbitration, inquiry, proceeding or litigation is based, and notwithstanding the failure of any agreed or other remedy of its essential purpose.

10. RISK OF LOSS: Lessee assumes and agrees to bear the entire risk of loss of, theft of, damage to or destruction of any Vehicle from any cause whatsoever ("Casualty Occurrence"). In the event of a Casualty Occurrence to a Vehicle, Lessee shall give Lessor prompt notice of the Casualty Occurrence and thereafter will place the applicable Vehicle in good repair, condition and working order; provided, however, that if the applicable Vehicle is determined by Lessor to be lost, stolen, destroyed or damaged beyond repair (a "Totaled Vehicle"), Lessee agrees to pay Lessor no later than the date thirty (30) days after the date of the Casualty Occurrence the amounts owed under Sections 3(b) and 3(c) with respect to such Totaled Vehicle. Upon such payment, this Agreement will terminate with respect to such Totaled Vehicle.

11. INSURANCE:

(a) Lessee agrees to purchase and maintain in force during the Term, insurance policies in at least the amounts listed below covering each Vehicle, to be written by an insurance company or companies satisfactory to Lessor, insuring Lessee, Lessor and any other person or entity designated by Lessor against any damage, claim, suit, action or liability, and that Lessor will suffer immediate and irreparable harm if Lessee fails to comply with such obligations:

(i) Commercial Automobile Liability Insurance (including Uninsured/Underinsured Motorist Coverage and No-Fault Protection where required by law) for the limits listed below (Note - \$2,000,000 Combined Single Limit Bodily Injury and Property Damage per accident with No Deductible is required for each Vehicle capable of transporting more than 8 passengers):

<u>State of Vehicle Registration</u>	<u>Coverage</u>
Connecticut, Massachusetts, Maine, New Hampshire, New Jersey, New York, Pennsylvania, Rhode Island, and Vermont	\$1,000,000 Combined Single Limit Bodily Injury and Property Damage per accident - No Deductible
Florida	\$500,000 Combined Single Limit Bodily Injury and Property Damage per accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage per accident (100/300/50) - No Deductible
All Other States	\$300,000 Combined Single Limit Bodily Injury and Property Damage Per Accident or \$100,000 Bodily Injury Per Person Per Accident, \$300,000 Per Accident and \$50,000 Property Damage Per Accident (100/300/50) - No Deductible

Initials: EFM_____ Customer_____

(ii) Physical Damage Insurance (Collision & Comprehensive): Actual cash value of the applicable Vehicle. Maximum deductible of \$1,000 per accident - Collision and \$1,000 per accident - Comprehensive).

If the requirements of any governmental or regulatory agency exceed the minimums stated in this Agreement, Lessee must obtain and maintain the higher insurance requirements. Lessee agrees that each required policy of insurance will by appropriate endorsement or otherwise name Lessor and any other person or entity designated by Lessor as additional insureds and loss payees, as their respective interests may appear. Further, each such insurance policy must provide the following: (i) that the same may not be cancelled, changed or modified until after the insurer has given to Lessor, Servicer and any other person or entity designated by Lessor at least thirty (30) days prior written notice of such proposed cancellation, change or modification, (ii) that no act or default of Lessee or any other person or entity shall affect the right of Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns to recover under such policy or policies of insurance in the event of any loss of or damage to any Vehicle and (iii) that the coverage is "primary coverage" for the protection of Lessee, Lessor, Servicer, any other agent of Lessor and their respective successors and assigns notwithstanding any other coverage carried by Lessee, Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns protecting against similar risks. Original certificates evidencing such coverage and naming Lessor, Servicer, any other agent of Lessor and any other person or entity designated by Lessor as additional insureds and loss payees shall be furnished to Lessor prior to the Delivery Date, and annually thereafter and/or as reasonably requested by Lessor from time to time. In the event of default, Lessee hereby appoints Lessor, Servicer and any other agent of Lessor as Lessee's attorney-in-fact to receive payment of, to endorse all checks and other documents and to take any other actions necessary to pursue insurance claims and recover payments if Lessee fails to do so. Any expense of Lessor, Servicer or any other agent of Lessor in adjusting or collecting insurance shall be borne by Lessee.

Lessee, its drivers, servants and agents agree to cooperate fully with Lessor, Servicer, any other agent of Lessor and any insurance carriers in the investigation, defense and prosecution of all claims or suits arising from the use or operation of any Vehicle. If any claim is made or action commenced for death, personal injury or property damage resulting from the ownership, maintenance, use or operation of any Vehicle, Lessee will promptly notify Lessor of such action or claim and forward to Lessor a copy of every demand, notice, summons or other process received in connection with such claim or action.

(b) Notwithstanding the provisions of Section 11(a) above: (i) if Section 4 of a Schedule includes a charge for physical damage waiver, Lessor agrees that (A) Lessee will not be required to obtain or maintain the minimum physical damage insurance (collision and comprehensive) required under Section 11(a) for the Vehicle(s) covered by such Schedule and (B) Lessor will assume the risk of physical damage (collision and comprehensive) to the Vehicle(s) covered by such Schedule; provided, however, that such physical damage waiver shall not apply to, and Lessee shall be and remain liable and responsible for, damage to a covered Vehicle caused by wear and tear or mechanical breakdown or failure, damage to or loss of any parts, accessories or components added to a covered Vehicle by Lessee without the prior written consent of Lessor and/or damage to or loss of any property and/or personal effects contained in a covered Vehicle. In the event of a Casualty Occurrence to a covered Vehicle, Lessor may, at its option, replace, rather than repair, the damaged Vehicle with an equivalent vehicle, which replacement vehicle will then constitute the "Vehicle" for purposes of this Agreement; and (ii) if Section 4 of a Schedule includes a charge for commercial automobile liability enrollment, Lessor agrees that it will, at its expense, obtain for and on behalf of Lessee, by adding Lessee as an additional insured under a commercial automobile liability insurance policy issued by an insurance company selected by Lessor, commercial automobile liability insurance satisfying the minimum commercial automobile liability insurance required under Section 11(a) for the Vehicle(s) covered by such Schedule. Lessor may at any time during the applicable Term terminate said obligation to provide physical damage waiver and/or commercial automobile liability enrollment and cancel such physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least ten (10) days prior written notice. Upon such cancellation, insurance in the minimum amounts as set forth in 11(a) shall be obtained and maintained by Lessee at Lessee's expense. An adjustment will be made in monthly rental charges payable by Lessee to reflect any such change and Lessee agrees to furnish Lessor with satisfactory proof of insurance coverage within ten (10) days after mailing of the notice. In addition, Lessor may change the rates charged by Lessor under this Section 11(b) for physical damage waiver and/or commercial automobile liability enrollment upon giving Lessee at least thirty (30) days prior written notice.

12. INDEMNITY: To the extent permitted by state law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to the law.

13. INSPECTION OF VEHICLES; ODOMETER DISCLOSURE; FINANCIAL STATEMENTS: Lessee agrees to accomplish, at its expense, all inspections of the Vehicles required by any governmental authority during the Term. Lessor, Servicer, any other agent of Lessor and any of their respective successors or assigns will have the right to inspect any Vehicle at any reasonable time(s) during the Term and for this purpose to enter into or upon any building or place where any Vehicle is located. Lessee agrees to comply with all odometer disclosure laws, rules and regulations and to provide such written and signed disclosure information on such forms and in such manner as directed by Lessor. Providing false information or failure to complete the odometer disclosure form as required by law may result in fines and/or imprisonment. Lessee hereby agrees to promptly deliver to Lessor such financial statements and other financial information regarding Lessee as Lessor may from time to time reasonably request.

14. DEFAULT; REMEDIES: The following shall constitute events of default ("Events of Default") by Lessee under this Agreement: (a) if Lessee fails to pay when due any rent or other amount due under this Agreement and any such failure shall remain unremedied for ten (10) days; (b) if Lessee fails to perform, keep or observe any term, provision or covenant contained in Section 11 of this Agreement; (c) if Lessee fails to perform, keep or observe any other term, provision or covenant contained in this Agreement and any such failure shall remain unremedied for thirty (30) days after written notice thereof is given by Lessor, Servicer or any other agent of Lessor to Lessee; (d) any seizure or confiscation of any Vehicle or any other act (other than a Casualty Occurrence) otherwise rendering any Vehicle unsuitable for use (as determined by Lessor); (e) if any present or future guaranty in favor of Lessor of all or any portion of the obligations of Lessee under this Agreement shall at any time for any reason cease to be in full force and effect or shall be declared to be null and void by a court of competent jurisdiction, or

if the validity or enforceability of any such guaranty shall be contested or denied by any guarantor, or if any guarantor shall deny that it, he or she has any further liability or obligation under any such guaranty or if any guarantor shall fail to comply with or observe any of the terms, provisions or conditions contained in any such guaranty; (f) the occurrence of a material adverse change in the financial condition, a going concern audit comment of Lessee or any guarantor, or if Lessee admits that it cannot pay its debts as they become due, makes an assignment for the benefit of creditors, is the subject of a voluntary or involuntary petition for bankruptcy, is adjudged insolvent or bankrupt, or a receiver or trustee is appointed for any portion of Lessee's assets or property; (g) if more than one (1) payment by Lessee to Lessor is returned by Lessee's bank for any reason within a twelve (12) month period; or (h) if Lessee or any guarantor is in default under or fails to comply with any other present or future agreement with or in favor of Lessor, Servicer of Lessor, or any direct or indirect subsidiary of Servicer of Lessor, Enterprise Holdings, Inc. or a subsidiary or affiliate of Enterprise Holdings, Inc.. For purposes of this Section 14, the term "guarantor" shall mean any present or future guarantor of all or any portion of the obligations of Lessee under this Agreement.

Upon the occurrence of any Event of Default, Lessor, without notice to Lessee, will have the right to exercise concurrently or separately (and without any election of remedies being deemed made), the following remedies: (a) Lessor may demand and receive immediate possession of any or all of the Vehicles from Lessee, without releasing Lessee from its obligations under this Agreement; if Lessee fails to surrender possession of the Vehicles to Lessor on default (or termination or expiration of the Term), Lessor, Servicer, any other agent of Lessor and any of Lessor's independent contractors shall have the right to enter upon any premises where the Vehicles may be located and to remove and repossess the Vehicles; (b) Lessor may enforce performance by Lessee of its obligations under this Agreement; (c) Lessor may recover damages and expenses sustained by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns by reason of Lessee's default including, to the extent permitted by applicable law, all costs and expenses, including court costs and reasonable attorneys fees and expenses, incurred by Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns in attempting or effecting enforcement of Lessor's rights under this Agreement (whether or not litigation is commenced) and/or in connection with bankruptcy or insolvency proceedings; (d) upon written notice to Lessee, Lessor may terminate Lessee's rights under this Agreement; (e) with respect to each Vehicle, Lessor may recover from Lessee all amounts owed by Lessee under Sections 3(b) and 3(c) of this Agreement (and, if Lessor does not recover possession of a Vehicle, (i) the estimated wholesale value of such Vehicle for purposes of Section 3(c) shall be deemed to be \$0.00 and (ii) the calculations described in the first two sentences of Section 3(c) shall be made without giving effect to clause (ii) in each such sentence); and/or (f) Lessor may exercise any other right or remedy which may be available to Lessor under the Uniform Commercial Code, any other applicable law or in equity. A termination of this Agreement shall occur only upon written notice by Lessor to Lessee. Any termination shall not affect Lessee's obligation to pay all amounts due for periods prior to the effective date of such termination or Lessee's obligation to pay any indemnities under this Agreement. All remedies of Lessor under this Agreement or at law or in equity are cumulative.

15. ASSIGNMENTS: Lessor may from time to time assign, pledge or transfer this Agreement and/or any or all of its rights and obligations under this Agreement to any person or entity. Lessee agrees, upon notice of any such assignment, pledge or transfer of any amounts due or to become due to Lessor under this Agreement to pay all such amounts to such assignee, pledgee or transferee. Any such assignee, pledgee or transferee of any rights or obligations of Lessor under this Agreement will have all of the rights and obligations that have been assigned to it. Lessee's rights and interest in and to the Vehicles are and will continue at all times to be subject and subordinate in all respects to any assignment, pledge or transfer now or hereafter executed by Lessor with or in favor of any such assignee, pledgee or transferee, provided that Lessee shall have the right of quiet enjoyment of the Vehicles so long as no Event of Default under this Agreement has occurred and is continuing. Lessee acknowledges and agrees that the rights of any assignee, pledgee or transferee in and to any amounts payable by the Lessee under any provisions of this Agreement shall be absolute and unconditional and shall not be subject to any abatement whatsoever, or to any defense, setoff, counterclaim or recoupment whatsoever, whether by reason of any damage to or loss or destruction of any Vehicle or by reason of any defect in or failure of title of the Lessor or interruption from whatsoever cause in the use, operation or possession of any Vehicle, or by reason of any indebtedness or liability howsoever and whenever arising of the Lessor or any of its affiliates to the Lessee or to any other person or entity, or for any other reason.

Without the prior written consent of Lessor, Lessee may not assign, sublease, transfer or pledge this Agreement, any Vehicle, or any interest in this Agreement or in and to any Vehicle, or permit its rights under this Agreement or any Vehicle to be subject to any lien, charge or encumbrance. Lessee's interest in this Agreement is not assignable and cannot be assigned or transferred by operation of law. Lessee will not transfer or relinquish possession of any Vehicle (except for the sole purpose of repair or service of such Vehicle) without the prior written consent of Lessor.

16. MISCELLANEOUS: This Agreement contains the entire understanding of the parties. This Agreement may only be amended or modified by an instrument in writing executed by both parties. Lessor shall not by any act, delay, omission or otherwise be deemed to have waived any of its rights or remedies under this Agreement and no waiver whatsoever shall be valid unless in writing and signed by Lessor and then only to the extent therein set forth. A waiver by Lessor of any right or remedy under this Agreement on any one occasion shall not be construed as a bar to any right or remedy, which Lessor would otherwise have on any future occasion. If any term or provision of this Agreement or any application of any such term or provision is invalid or unenforceable, the remainder of this Agreement and any other application of such term or provision will not be affected thereby. Without Lessor's prior written consent, Lessee shall not use or include Lessor's, Servicer's, any other agent of Lessor's names or trademarks orally or in writing in any media, customer lists or marketing materials. Giving of all notices under this Agreement will be sufficient if mailed by certified mail to a party at its address set forth below or at such other address as such party may provide in writing from time to time. Any such notice mailed to such address will be effective one (1) day after deposit in the United States mail, duly addressed, with certified mail, postage prepaid. Lessee will promptly notify Lessor of any change in Lessee's address. This Agreement may be executed in multiple counterparts (including facsimile and pdf counterparts), but the counterpart marked "ORIGINAL" by Lessor will be the original lease for purposes of applicable law. All of the representations, warranties, covenants, agreements and obligations of each Lessee under this Agreement (if more than one) are joint and several.

17. SUCCESSORS AND ASSIGNS; GOVERNING LAW: Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Missouri (determined without reference to conflict of law principles).

18. NON-PETITION: Each party hereto hereby covenants and agrees that, prior to the date which is one year and one day after payment in full of all indebtedness

of Lessor, it shall not institute against, or join any other person in instituting against, Lessor any bankruptcy, reorganization, arrangement, insolvency or liquidation proceedings or other similar proceeding under the laws of the United States or any state of the United States. The provisions of this Section 18 shall survive termination of this Master Equity Lease Agreement.

19. NON-APPROPRIATION: Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by the County or State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the County or State to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the County or State fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

IN WITNESS WHEREOF, Lessor and Lessee have duly executed this Master Equity Lease Agreement as of the day and year first above written.

LESSEE: _____
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____

LESSOR: Enterprise FM Trust
By: Enterprise Fleet Management, Inc. its attorney in fact
Signature: _____
By: _____
Title: _____
Address: _____

Date Signed: _____, _____

Initials: EFM _____ Customer _____

AMENDMENT TO MASTER EQUITY LEASE AGREEMENT

THIS AMENDMENT ("Amendment") dated this ____ day of September, 2023 is attached to, and made a part of, the MASTER EQUITY LEASE AGREEMENT entered into on the ____ day of September, 2023 ("Agreement") by and between Enterprise FM Trust, a Delaware statutory trust ("Lessor") and Florida Keys Mosquito Control District ("Lessee"). This Amendment is made for good and valuable consideration, the receipt of which is hereby acknowledged by the parties.

Section 12 of the Master Equity Lease Agreement is amended to read as follows:

To the extent permitted by Florida law, Lessee agrees to defend and indemnify Lessor, Servicer, any other agent of Lessor and their respective successors and assigns from and against any and all losses, damages, liabilities, suits, claims, demands, costs and expenses (including, without limitation, reasonable attorneys' fees and expenses) which Lessor, Servicer, any other agent of Lessor or any of their respective successors or assigns may incur by reason of Lessee's breach or violation of, or failure to observe or perform, any term, provision or covenant of this Agreement, or as a result of any loss, damage, theft or destruction of any Vehicle or related to or arising out of or in connection with the use, operation or condition of any Vehicle. The provisions of this Section 12 shall survive any expiration or termination of this Agreement. Nothing herein shall be deemed to affect the rights, privileges, and immunities of Lessee as set forth in Section 768.28 of the Florida Statutes and the foregoing indemnity provision is not intended to be a waiver of any sovereign immunity afforded to Lessee pursuant to Florida law.

Section 14 of the Master Equity Lease Agreement is amended by adding the following paragraph:

Upon completion of Lessee's financial obligations to their lease(s), Lessee may have the option to take ownership of their vehicle. This option may be exercised by the payment of the Reduced Book Value to the Lessor as defined in Section 3 of the Master Lease Agreement (which includes any rents and accounts receivable due). Given agreed-upon depreciation rates, Lessor does not intend for this to be a bargain purchase option.

Section 17 of the Master Equity Lease Agreement is amended to read as follows:

Subject to the provisions of Section 15, this Agreement will be binding upon Lessee and its heirs, executors, personal representatives, successors and assigns, and will inure to the benefit of Lessor, Servicer, any other agent of Lessor and their respective successors and assigns. This Agreement will be governed by and construed in accordance with the substantive laws of the State of Florida (determined without reference to conflict of law principles). Venue for any disputes under this Agreement shall be within the courts in State of Florida Monroe County.

Section 19 of the Master Equity Lease Agreement is amended to read as follows:

Lessee's funding of this Agreement shall be on a Fiscal Year basis and is subject to annual appropriations. Lessor acknowledges that Lessee is a municipal corporation, is precluded by Florida State Constitution and other laws from entering into obligations that financially bind future governing bodies, and that, therefore, nothing in this Agreement shall constitute an obligation of future legislative bodies of the Lessee to appropriate funds for purposes of this Agreement. Accordingly, the parties agree that the lease terms within this Agreement or any Schedules relating hereto are contingent upon appropriation of funds. The parties further agree that should the Lessee fail to appropriate such funds, the Lessor shall be paid all rentals due and owing hereunder up until the actual day of termination. In addition, Lessor reserves the right to be paid for any reasonable damages. These reasonable damages will be limited to the losses incurred by the Lessor for having to sell the vehicles on the open used car market prior to the end of the scheduled term (as determined in Section 3 and Section 14 of this Agreement).

All references in the Agreement and in the various Schedules and addenda to the Agreement and any other references of similar import shall henceforth mean the Agreement as amended by this Amendment. Except to the extent specifically amended by this Amendment, all of the terms, provisions, conditions, covenants, representations and warranties contained in the Agreement shall be and remain in full force and effect and the same are hereby ratified and confirmed.

IN WITNESS WHEREOF, Lessor and Lessee have executed this Amendment to Master Equity Lease Agreement as of the ____ day of September, 2023.



FLEET MANAGEMENT

Florida Keys Mosquito Control District (Lessee)

Enterprise FM Trust (Lessor)
By: Enterprise Fleet Management, Inc., its attorney in fact

By _____

By _____

Title: _____

Title: _____

Item 10c

Resolution 2023-25 Budget Amendment #1

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT
RESOLUTION NO. 2023-25**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT
OF MONROE COUNTY, FLORIDA AMENDING THE DISTRICT'S BUDGET
FOR FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, in accordance with Section 200.065, Florida Statutes, the District adopted a Budget for Fiscal Year 2023-2024 by Resolution No. 2023-22; and

WHEREAS, in accordance with Section 189.418(6), Florida Statutes, the District at any time within a fiscal year or within up to 60 days following the end of the fiscal year may amend a budget for that year; and

WHEREAS, in accordance with Section 189.418(6), Florida Statutes, the District may adopt budget amendments by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Florida Keys Mosquito Control District of Monroe County, Florida, that:

1. That the above declarations are true and correct and incorporated herein; and
2. In accordance with Section 189.418(6), Florida Statutes, the budget amendment for Fiscal Year 2023-2024, beginning October 1, 2023, and ending September 30, 2024, attached as Exhibit "A" is approved; and
3. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part; and
4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of October, 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 Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Submit to:
Mosquito Control Program
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

ARTHROPOD CONTROL BUDGET AMENDMENT

WILTON SIMPSON
COMMISSIONER

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax (850) 617-7939

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 1 Fiscal Year: 2023-2024 Date: 10/10/2023
Amending: Local Funds State Funds X (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for 0 District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 1,304,993.00	\$ -	\$ 1,304,993.00	\$ -	\$ -	\$ 1,304,993.00

NAME SOURCE OF INCREASE: (Explain Decrease) _____

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ -	\$ -	\$ -	\$ -
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ 300.00	\$ -	\$ -	\$ 300.00
337	Grants and Donations	\$ -	\$ -	\$ -	\$ -
361	Interest Earnings	\$ 2,500.00	\$ -	\$ -	\$ 2,500.00
364	Equipment and/or Other Sales	\$ 1,010,000.00	\$ -	\$ -	\$ 1,010,000.00
369	Misc./Refunds (prior yr expenditures)	\$ 200,000.00	\$ -	\$ 302.87	\$ 199,697.13
380	Other Sources	\$ -	\$ -	\$ -	\$ -
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 1,212,800.00	\$ -	\$ 302.87	\$ 1,212,497.13
Beginning Fund Balance		\$ 92,193.00	\$ 302.87	\$ -	\$ 92,495.87
Total Budgetary Receipts & Balances		\$ 1,304,993.00	\$ 302.87	\$ 302.87	\$ 1,304,993.00

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ -	\$ -	\$ -	\$ -
20	Personal Services Benefits	\$ -	\$ -	\$ -	\$ -
30	Operating Expense	\$ -	\$ -	\$ -	\$ -
40	Travel & Per Diem	\$ 11,010.00	\$ -	\$ -	\$ 11,010.00
41	Communication Services	\$ -	\$ -	\$ -	\$ -
42	Freight Services	\$ -	\$ -	\$ -	\$ -
43	Utility Service	\$ -	\$ -	\$ -	\$ -
44	Rentals & Leases	\$ -	\$ -	\$ -	\$ -
45	Insurance	\$ -	\$ -	\$ -	\$ -
46	Repairs & Maintenance	\$ -	\$ -	\$ -	\$ -
47	Printing and Binding	\$ -	\$ -	\$ -	\$ -
48	Promotional Activities	\$ -	\$ -	\$ -	\$ -
49	Other Charges	\$ -	\$ -	\$ -	\$ -
51	Office Supplies	\$ -	\$ -	\$ -	\$ -
52.1	Gasoline/Oil/Lube	\$ -	\$ -	\$ -	\$ -
52.2	Chemicals	\$ 760,000.00	\$ -	\$ -	\$ 760,000.00
52.3	Protective Clothing	\$ -	\$ -	\$ -	\$ -
52.4	Misc. Supplies	\$ -	\$ -	\$ -	\$ -
52.5	Tools & Implements	\$ -	\$ -	\$ -	\$ -
54	Publications & Dues	\$ -	\$ -	\$ -	\$ -
55	Training	\$ 5,415.00	\$ -	\$ -	\$ 5,415.00
60	Capital Outlay	\$ 140,000.00	\$ -	\$ -	\$ 140,000.00
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ 388,568.00	\$ -	\$ -	\$ 388,568.00
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 1,304,993.00	\$ -	\$ -	\$ 1,304,993.00
0.001	Reserves - Future Capital Outlay	\$ -	\$ -	\$ -	\$ -
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ -	\$ -	\$ -	\$ -
0.004	Reserves - Sick and Annual Leave	\$ -	\$ -	\$ -	\$ -
TOTAL RESERVES		\$ -	\$ -	\$ -	\$ -
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 1,304,993.00	\$ -	\$ -	\$ 1,304,993.00
ENDING FUND BALANCE		\$ -	\$ 302.87	\$ 302.87	\$ -

APPROVED: _____
Chairman of the Board, or Clerk of Circuit Court

DATE: _____

APPROVED: _____

DATE: _____

Mosquito Control Program

Item 10d

Resolution 2023-26 Budget Amendment #2

**FLORIDA KEYS MOSQUITO CONTROL DISTRICT
RESOLUTION NO. 2023-26**

**A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT
OF MONROE COUNTY, FLORIDA AMENDING THE DISTRICT'S BUDGET
FOR FISCAL YEAR 2023-2024; PROVIDING FOR SEVERABILITY; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, in accordance with Section 200.065, Florida Statutes, the District adopted a Budget for Fiscal Year 2023-2024 by Resolution No. 2023-22; and

WHEREAS, in accordance with Section 189.418(6), Florida Statutes, the District at any time within a fiscal year or within up to 60 days following the end of the fiscal year may amend a budget for that year; and

WHEREAS, in accordance with Section 189.418(6), Florida Statutes, the District may adopt budget amendments by resolution.

NOW, THEREFORE, BE IT RESOLVED by the Board of Commissioners of the Florida Keys Mosquito Control District of Monroe County, Florida, that:

1. That the above declarations are true and correct and incorporated herein; and
2. In accordance with Section 189.418(6), Florida Statutes, the budget amendment for Fiscal Year 2023-2024, beginning October 1, 2023, and ending September 30, 2024, attached as Exhibit "A" is approved; and
3. The provisions of this Resolution are declared to be severable and if any section, sentence, clause or phrase of this Resolution shall for any reason be held to be invalid or unconstitutional, such decision shall not affect the validity of the remaining sections, sentences, clauses, and phrases of this Resolution but they shall remain in effect, it being the legislative intent that this Resolution shall stand notwithstanding the invalidity of any part; and
4. This resolution shall take effect immediately upon its adoption.

PASSED AND ADOPTED this 10th day of October, 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 Department of Agriculture and Consumer Services
Division of Agricultural Environmental Services

Submit to:
Mosquito Control Program
3125 Conner Blvd, Suite E
Tallahassee, FL 32399-1650

ARTHROPOD CONTROL BUDGET AMENDMENT

WILTON SIMPSON
COMMISSIONER

Rule 5E-13.027, F.A.C.
Telephone: (850) 617-7911; Fax (850) 617-7939

A STATEMENT EXPLAINING AND JUSTIFYING THE PROPOSED CHANGES SHOULD ACCOMPANY EACH APPLICATION FOR BUDGET AMENDMENT. USE PAGE TWO FOR THIS PURPOSE.

Amendment No. 2 Fiscal Year: 2023-2024 Date: 10/10/2023

Amending: Local Funds X State Funds (Check appropriate fund account to be amended. Use a separate form for each fund). The Board of Commissioners for 0 District hereby submits to the Department of Agriculture and Consumer Services, for its consideration and approval, the following amendment for the current fiscal year as follows:

ESTIMATED RECEIPTS

NOTE: The budget cannot be amended to show an increase in receipts over the amount budgeted unless authorized.

Total Available Cash and Receipts	Reserves	Present Budget	Increase Request	Decrease Request	Revised Budget
\$ 23,406,275.00	\$ 1,936,382.00	\$ 23,406,275.00	\$ 40,042.72	\$ -	\$ 23,446,317.72

NAME SOURCE OF INCREASE: (Explain Decrease) _____

BUDGETED RECEIPTS

ACCT NO	Description	Present Budget	Increase Request	Decrease Request	Revised Budget
311	Ad Valorem (Current/Delinquent)	\$ 17,378,054.00	\$ -	\$ -	\$ 17,378,054.00
334.1	State Grant	\$ -	\$ -	\$ -	\$ -
362	Equipment Rentals	\$ -	\$ -	\$ -	\$ -
337	Grants and Donations	\$ 371,589.00	\$ -	\$ -	\$ 371,589.00
361	Interest Earnings	\$ 300,000.00	\$ -	\$ -	\$ 300,000.00
364	Equipment and/or Other Sales	\$ -	\$ -	\$ -	\$ -
369	Misc./Refunds (prior yr expenditures)	\$ -	\$ -	\$ -	\$ -
380	Other Sources	\$ 40,000.00	\$ -	\$ -	\$ 40,000.00
389	Loans	\$ -	\$ -	\$ -	\$ -
TOTAL RECEIPTS		\$ 18,089,643.00	\$ -	\$ -	\$ 18,089,643.00
Beginning Fund Balance		\$ 5,316,632.00	\$ 40,042.72	\$ -	\$ 5,356,674.72
Total Budgetary Receipts & Balances		\$ 23,406,275.00	\$ 40,042.72	\$ -	\$ 23,446,317.72

BUDGETED EXPENDITURES

NOTE: Total increase must equal total decrease, unless the total "Present Budget" is revised.

ACCT NO	Uniform Accounting System Transaction	Present Budget	Increase Request	Decrease Request	Revised Budget
10	Personal Services	\$ 5,702,869.00	\$ -	\$ -	\$ 5,702,869.00
20	Personal Services Benefits	\$ 4,064,496.00	\$ -	\$ -	\$ 4,064,496.00
30	Operating Expense	\$ 1,582,279.00	\$ -	\$ -	\$ 1,582,279.00
40	Travel & Per Diem	\$ 118,125.00	\$ -	\$ -	\$ 118,125.00
41	Communication Services	\$ 100,100.00	\$ -	\$ -	\$ 100,100.00
42	Freight Services	\$ 15,550.00	\$ -	\$ -	\$ 15,550.00
43	Utility Service	\$ 142,800.00	\$ -	\$ -	\$ 142,800.00
44	Rentals & Leases	\$ 969,952.00	\$ -	\$ -	\$ 969,952.00
45	Insurance	\$ 1,102,280.00	\$ -	\$ -	\$ 1,102,280.00
46	Repairs & Maintenance	\$ 1,007,345.00	\$ -	\$ -	\$ 1,007,345.00
47	Printing and Binding	\$ 11,910.00	\$ -	\$ -	\$ 11,910.00
48	Promotional Activities	\$ 24,200.00	\$ -	\$ -	\$ 24,200.00
49	Other Charges	\$ 13,125.00	\$ -	\$ -	\$ 13,125.00
51	Office Supplies	\$ 39,526.00	\$ -	\$ -	\$ 39,526.00
52.1	Gasoline/Oil/Lube	\$ 327,575.00	\$ -	\$ -	\$ 327,575.00
52.2	Chemicals	\$ 1,386,430.00	\$ 40,042.72	\$ -	\$ 1,426,472.72
52.3	Protective Clothing	\$ 49,925.00	\$ -	\$ -	\$ 49,925.00
52.4	Misc. Supplies	\$ 182,293.00	\$ -	\$ -	\$ 182,293.00
52.5	Tools & Implements	\$ 29,603.00	\$ -	\$ -	\$ 29,603.00
54	Publications & Dues	\$ 66,586.00	\$ -	\$ -	\$ 66,586.00
55	Training	\$ 163,349.00	\$ -	\$ -	\$ 163,349.00
60	Capital Outlay	\$ 2,008,143.00	\$ -	\$ -	\$ 2,008,143.00
71	Principal	\$ -	\$ -	\$ -	\$ -
72	Interest	\$ -	\$ -	\$ -	\$ -
81	Aids to Government Agencies	\$ -	\$ -	\$ -	\$ -
83	Other Grants and Aids	\$ -	\$ -	\$ -	\$ -
89	Contingency (Current Year)	\$ 2,361,432.00	\$ -	\$ -	\$ 2,361,432.00
99	Payment of Prior Year Accounts	\$ -	\$ -	\$ -	\$ -
TOTAL BUDGET AND CHARGES		\$ 21,469,893.00	\$ 40,042.72	\$ -	\$ 21,509,935.72
0.001	Reserves - Future Capital Outlay	\$ 1,186,382.00	\$ -	\$ -	\$ 1,186,382.00
0.002	Reserves - Self-Insurance	\$ -	\$ -	\$ -	\$ -
0.003	Reserves - Cash Balance to be Carried Forward	\$ 500,000.00	\$ -	\$ -	\$ 500,000.00
0.004	Reserves - Sick and Annual Leave	\$ 250,000.00	\$ -	\$ -	\$ 250,000.00
TOTAL RESERVES		\$ 1,936,382.00	\$ -	\$ -	\$ 1,936,382.00
TOTAL BUDGETARY EXPENDITURES and BALANCES		\$ 23,406,275.00	\$ 40,042.72	\$ -	\$ 23,446,317.72
ENDING FUND BALANCE		\$ -	\$ -	\$ -	\$ -

APPROVED: _____
Chairman of the Board, or Clerk of Circuit Court

DATE _____

APPROVED: _____
Mosquito Control Program

DATE _____

Item 10e

Resolution 2023-27 Voluntary Employee Leave Distribution

FLORIDA KEYS MOSQUITO CONTROL DISTRICT

RESOLUTION NO. 2023-27

A RESOLUTION OF THE FLORIDA KEYS MOSQUITO CONTROL DISTRICT TO AUTHORIZE LIMITED BUYOUT OF ACCRUED EMPLOYEE LEAVE IN FISCAL YEAR 2023-2024.

WHEREAS; the Florida Keys Mosquito Control District of Monroe County, Florida (the “District”) is an independent taxing district located within Monroe County, Florida; and

WHEREAS; on June 20, 2023, the Board of Commissioners of the District (the “Board”) adopted an amended Personnel Manual for District employees; and

WHEREAS; the District Personnel Manual provides for the accrual of both annual leave and compensatory leave; and

WHEREAS; the District acknowledges the rise in cost of living in Monroe County Florida; and

WHEREAS; the District desires to offset the impact of such cost-of-living rise by providing the additional benefit to its employees of buying out accrued leave under limited circumstances; and

WHEREAS; the District previously permitted the buyout of accrued leave to ease the economic pressure on its employees.

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

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

Section 2. Approval of Buyout Program. The District Board of Commissioners hereby authorizes and approves the limited buyout of accrued employee leave for Fiscal Year 2023-24, as set forth below:

1. The District Board of Commissioners hereby authorizes the one-time distribution of funds for Fiscal Year 2023-24 to buyout accrued leave from eligible employees, either from an employee’s annual leave bank or from accumulated compensatory leave, as provided below (hereinafter the “buyout program”).
2. All full-time employees with an annual accrued leave balance of at least forty (40) hours and/or compensatory leave balance of at least one (1) hour will be eligible to participate in the buyout program.
3. Leave may be bought out at the employee’s regular hourly rate at the time of buyout, not to exceed one hundred (100) hours per employee, from either an annual leave bank or compensatory leave bank, at the discretion of the District.

4. The total amount of District funds authorized for the buyout for all employees collectively is limited to \$35,000.00.
5. Applications for buyout must be submitted by October 13, 2023. Funds for the buyout will be made available, up to the limit above, in order of applications received.
6. The District reserves the right to reject any application for buyout for any reason.

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

PASSED AND ADOPTED by the Florida Keys Mosquito Control District at a regular meeting of said Board Officials held on the 10th of October 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