

**RUDEN  
McCLOSKEY  
SMITH  
SCHUSTER &  
RUSSELL, P.A.  
ATTORNEYS AT LAW**

215 SOUTH MONROE STREET  
SUITE 815  
TALLAHASSEE, FLORIDA 32301

(850) 681-9027  
FAX: (850) 224-2032  
KGC@RUDEN.COM

ORIGINAL

January 3, 2001

RECEIVED-FPSC  
01 JAN -3 PM 2:04  
RECORDS AND  
REPORTING

**Via Hand Delivery**

Blanca S. Bayo, Director  
Division of Records & Reporting  
Florida Public Service Commission  
2540 Shumard Oak Boulevard  
Tallahassee, FL 32399-0850

Re: Docket No. 000079-SU  
Complaint by Sunset Ventures of Key West, Inc. against K.W. Resort  
Utilities Corp.

Dear Ms. Bayo:

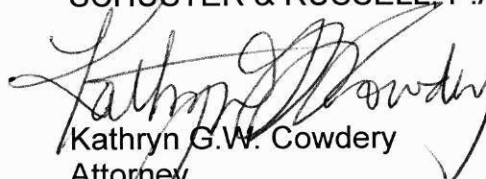
Enclosed, on behalf of Sunset Ventures of Key West, Inc., are an original and 15  
copies of an Amended Complaint.

Please acknowledge receipt of the foregoing by stamping the enclosed extra  
copy of this letter and returning same to my attention. Thank you for your assistance.

Thank you.

Sincerely,

RUDEN, McCLOSKEY, SMITH,  
SCHUSTER & RUSSELL, P.A.

  
Kathryn G.W. Cowdery  
Attorney

APP \_\_\_\_\_  
CAF \_\_\_\_\_  
CMP \_\_\_\_\_  
COM \_\_\_\_\_  
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EGR \_\_\_\_\_  
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RGO \_\_\_\_\_  
SEC \_\_\_\_\_  
SER \_\_\_\_\_  
OTH \_\_\_\_\_  
KGC/l dv  
Enclosures

RECEIVED & FILED  
*Mar*  
FPSC-BUREAU OF RECORDS

DOCUMENT NUMBER-DATE

00102 JAN-30

TAL:32868:1

FORT LAUDERDALE ■ MIAMI ■ NAPLES ■ PORT ST. LUCIE ■ SARASOTA ■ ST. PETERSBURG ■ TALLAHASSEE ■ TAMPA ■ WEST PALM BEACH  
FPSC-RECORDS/REPORTING

**BEFORE THE FLORIDA PUBLIC SERVICE COMMISSION**

Sunset Ventures of Key West,  
Inc.

Complainant,

vs.

Docket No. 000079-SU

K.W. Resort Utilities Corp.

Respondent.

\_\_\_\_\_ /

**AMENDED COMPLAINT**

Sunset Ventures of Key West, Inc. ("Sunset") files this its Amended Complaint, pursuant to § 25-22.032, F.A.C., and § 25-30.560, F.A.C., against K.W. Resort Utilities Corp. ("the Utility") and states:

1. The name of the complainant and the address of its principal place of business is:

Sunset Ventures of Key West, Inc.  
5555 College Road  
Key West, FL 33040

Sunset is a bulk wastewater service customer of the Utility. Sunset is billed based upon residential or general service rate tariffs, depending upon the nature of the ultimate user.

2. The persons authorized to receive notices, pleadings, orders, and communications with respect to this Amended Complaint are:

Kathryn G.W. Cowdery  
Ruden, McClosky, Smith, Schuster  
& Russell, P.A.  
215 S. Monroe Street, Suite 815  
Tallahassee, FL 32301  
(850) 681-9027

3. The Respondent's name and address is:

K.W. Resort Utilities Corp.  
Post Office Box 2125  
Key West, FL 33045-2125

Respondent has been issued Certificate No. 168S, which authorizes it to operate as a wastewater utility in Monroe County.

4. Sunset seeks an order of the PSC 1) determining that the Utility has violated PSC rules, 2) requiring amendment of the Contract to provide for refund of service availability charges as required by PSC rule, 3) requiring the refund of certain service availability charges and monthly service billings, and 4) determining that a disconnect/reconnect charge and "sewer violation penalty fee" billed to Sunset are unauthorized charges.

5. As provided in Rule 25-30.560, F.A.C., Sunset has made all service availability payments as required by the developer's agreement, paid all bills for monthly service rendered by Utility, and has made written demand, and hereby renews that demand, to the Utility for refund of overcharged service

availability charges and of money paid for monthly service when service was not being provided by the Utility. The Utility has refused to make the refund.

### **Background**

6. Sunset and the Utility entered into a developer's agreement dated August 15, 1998 ("the Contract"), whereby the Utility agreed to render wastewater service to Sunset's development in Monroe County, including sixty (60) residential condominiums, a commercial restaurant seating one hundred fifty people (150), a marina containing one hundred thirty nine (139) boat slips, with six (6) showers and six (6) water closets for residents of the marina, a dock masters building with two (2) water closets, and a marina sales and service building with four (4) washing machines. (A copy of the Contract is attached hereto as Appendix "A".)

7. The Utility did not file the developer's agreement with the PSC for approval, contrary to the requirements of Fla. Admin. Code R. § 25-30.550.

8. Pursuant to paragraph 4 of the Contract: "After construction, the said domestic waste water lines, pipes, manholes and lift stations shall be the property of the Owner [i.e., Sunset] however, the Company [i.e., the Utility] shall

maintain and operate the collection system. . . . It shall be the responsibility of the Company after conveyance to maintain, operate repair or replace all pumping stations, lift stations, force mains, collection manholes installed by the Owner pursuant to this Agreement, both in the property and outside the property."

9. The Utility notified Sunset orally, on or about January 18, 2000, that it intended to discontinue service to Sunset at the marina and not commence service at the condominium, and would refund service availability charges in the amount of \$338,580 paid by Sunset to the Utility. The Utility then and on that same date locked and discontinued electrical service to lift station # 2 serving the marina.

10. From information furnished to Sunset by the Utility, it appears that the Utility discontinued service to the marina and refused service to provide service to condominium building four because an employee of Sunset deposited wastewater from boats or boat holding tanks into the wastewater system at a pumping station near the marina. The marina had been receiving uninterrupted service since the September 16, 1999 notice of DEP certificate of completion and approval of use of lines.

11. Sunset has two completed and two other residential condominium buildings in various stages of construction which

are subject to the Contract. Each of these four buildings contain fifteen (15) residential units. On or about January 18, 2000, the Utility plugged Sunset's service main for condominium building four with concrete, informing Sunset that this was done to prevent Sunset from commencing the discharge of wastewater into the utility system. A Utility employee represented to Sunset on January 19, 2000, that the Utility would turn on the electrical power for the pump station and that the concrete would be removed from the service line. DEP approved the wastewater collection/ transmission system for the condominium units on January 21, 2000. Although service was restored to the marina, the Utility continued to refuse to provide service to condominium building four, which created an emergency because residential units were being conveyed with the expectancy that wastewater service would be provided by Utility as required by the Contract. Sunset therefore filed its Complaint initiating this docket on January 24, 2000, requesting that the PSC enter an order requiring the Utility to provide service and to resolve disputes between the parties.

12. During the course of the docket, on May 11, 2000, the Utility initiated wastewater service to condominium building four.

13. The parties attempted to resolve remaining differences through the preparation of a revised bulk wastewater treatment service agreement. Sunset was informed pursuant to copy of a letter dated November 22, 2000, from the Utility's lawyer to PSC Staff Counsel, that the Utility's position is that "efforts to resolve the dispute between the parties have proven unsuccessful." Based upon that representation, Sunset files this Amended Complaint for the relief set forth herein.

**Overcharge of Service Availability Charges**

14. The Contract provides for the payment of a total amount of \$338,580 in service availability fees as set forth in the Contract, and as calculated on Ex. A to the Contract. Sunset paid one-fourth of the total service availability charges on November 2, 1998. Thereafter, a dispute arose between the parties, the Utility demanding that Sunset pay the full amount of service availability fees based upon alleged breach of contract. The Utility informed Sunset that without the full payment, Utility would not render service to Sunset. Under protest, Sunset paid the remaining total of \$253,935 service availability fees on or about November 16, 1999. (See invoices attached in Appendix "B" hereto.)

15. Included in the \$338,580 of service availability charges are \$75,060 in charges attributable to 139 boat slips which the Contract states: "includes showers and water closets in Marina Building." This number was calculated as follows: [(139 X 50 gpd) divided by 250 gpd totaling 27.8 ERC's, X 2700 equals \$75,060]. Sunset objected to paying these service availability charges at the time, but paid under protest.

16. Of the 139 boat slips for which service availability charges were paid, 36 were built to be privately owned boat slips which are located on the condominium side of the water body, across from the marina. These 36 boat slips are or will be owned individually by condominium owners, and do not impose any additional wastewater treatment requirements on the Utility, since the boat slip owners use the facilities in their condominiums. They do not use the marina building utilities at all. There is no justification for the Utility to have collected service availability charges for these 36 boat slips, and the charges paid should be refunded. This amount totals \$19,440, which is calculated as the difference between the service availability charge paid for the total 139 boat slips (\$75,060 paid) and the service availability charges for 103 boat slips on the marina side of the development (\$55,620, which is calculated as follows: [(103 X 50 gpd) divided by 250 gpd,



totaling 20.6 ERCs X \$2,700 equals \$55,620].) (A copy of the site plan showing the 139 boat slips is attached as Appendix "C" hereto.)

**Fla. Admin. Code R. 25-30.540(3)(b) provision for refund of service availability charges**

17. There is no provision in the Contract for refund of service availability charges as is required by Fla. Admin. Code R. 25-30.540(3)(b). There may be a need for such refund regarding the restaurant service availability charges, although that is unknown at this time. Such a refund provision should be added to the Contract.

**Refund of Payments made on invoices for monthly service**

18. Although the Utility did not render service to condominium building four until May 11, 2000, it began billing for service beginning January 31, 2000. Sunset has paid these bills, and is entitled to a refund for the invoices dated 1/31/00 through 3/31/00, when it was not receiving service. (\$518.40 X 3 mo., totaling \$1555.20) (See Appendix "B" hereto.) Additionally, Sunset was billed the full monthly charge of \$518.40 for the month of May, 2000, although service was not

begun until on or about May 11, 2000. A partial, pro rata refund of this monthly invoice is appropriate.

**Unauthorized charges**

19. The Utility stated in its April 26, 2000 Response to Public Service Commission Staff Date Request ("Utility's Response") to Staff question number one that on "January 18, 2000, the Utility discovered unauthorized flows coming from the condominium side of the Sunset Ventures development," and that in order to prevent flows from going to the plant, "the Utility discontinued electric service to the lift station and plugged the line with concrete on this date." These statements are incorrect. Lift station # 1 serving the condominiums was not yet operational on January 18 because the electrical power had not yet been turned on. Sunset Ventures has never operated or "turned on electricity to" lift station #1. As the Utility's Response itself states, testing of the electrical panel of lift station #1 did not occur until February 25, 2000. No flows could go to the wastewater treatment plant in January 2000.

20. The Utility's Response states in apparent support of its failure to provide service to condominium building four, in answer to question 1, that as of January 18, 2000, all service availability charges had not been paid, and no payment was being

made for service. All service availability charges had been paid in full on November 16, 1999. No payment was being made for service to the condominium as of January 28, 2000, because service had not been initiated, Sunset Ventures did not intend to initiate service, no flows went to the treatment plant, and as a result, no bills had been rendered. Notwithstanding that the condominium had not yet received service, KW Resort Utilities billed Sunset Ventures \$695.53 for "Disconnection and Reconnection Fees for Condos, including time, material and labor," as a result of the Utility plugging the lines with concrete. This invoice has not been paid. (See Appendix "B" hereto.) It is Sunset's position that this is an unauthorized charge.

21. The Utility has imposed upon Sunset a "sewer violation penalty fee" in the amount of \$2,500, by invoice dated 1/31/00. Sunset has not paid this penalty fee. No such charge has been approved by the PSC nor is there any such charge in the Utility's tariff. (See Appendix "B" hereto.)

WHEREFORE, Sunset Ventures of Key West, Inc. hereby requests that the Commission:

1. Take jurisdiction over this matter and resolve any dispute between the parties as provided in Fla. Admin. Code Rules 25-30.560 and 25-22.032;

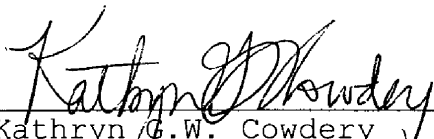
2. Order K.W. Resort Utilities Corp. to make all appropriate refunds to Sunset;

3. Order that the \$695.53 disconnection and reconnection fee and the \$2,500 sewer violation penalty fee are unauthorized and may not be charged;

4. Review the provisions of the developer's agreement as required by Fla. Admin. Code R. § 25-30.550, and require a clear and appropriate provision be added to the Contract for refund of service availability charges as required by Fla. Admin. Code R. 25-30.540(3)(b); and

5. Grant such other relief as may be appropriate.

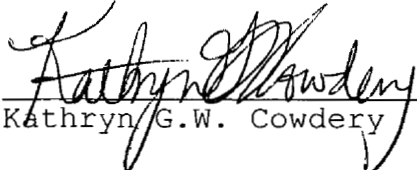
DATED this 3rd day of January 2001.

  
Kathryn G.W. Cowdery  
Fla. Bar No. 0363995  
Ruden, McClosky, Smith,  
Schuster & Russell, P.A.  
215 S. Monroe Street  
Tallahassee, FL 32301  
(850) 681-9027

Attorneys for Sunset Ventures  
of Key West, Inc.

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that a true and correct copy of the foregoing Petitioner's Amended Complaint has been furnished via hand delivery to John R. Jenkins, Rose, Sundstrom & Bentley, 2548 Blairstone Pines Drive, Tallahassee, Florida 32301 and to Tyler Van Leuven, Staff Attorney, Division of Legal Services, Florida Public Service Commission, 2540 Shumard Oak Boulevard, Tallahassee, Florida 32399-0850 on this 3rd day of January 2001.

  
Kathryn G.W. Cowdery

## CONTRACT FOR WASTE WATER TREATMENT

WHEREAS, Sunset Ventures of Key West, Inc., (hereinafter referred to as "Owner") is developing Sunset Marina on Junior College Road, Stock Island, Key West, Florida; and

WHEREAS, Sunset Marina will consist of: 1.) sixty (60) residential condominiums, 2.) a commercial restaurant seating 150 people, 3.) a marina containing one hundred thirty-nine (139) boat slips, with six (6) showers and six (6) water closets for residents of the marina, 4.) a dock masters building with two (2) water closets, 5.) a marina sales and service building, with four (4) washing machines each numbered item constituting a component of the development; and

WHEREAS, Sunset Marina desires to hook into the KW Resort Utilities Corp., (hereinafter referred to as "Company") waste water treatment system and have the waste water treated by the waste water treatment plant; and

WHEREAS, KW Resort Utilities Corp., currently has sufficient capacity to treat waste water from the Sunset Marina community; and

WHEREAS, Company's franchise does not include Owner's property;

NOW, THEREFORE, based upon the representations stated and the mutual premises covenants and conditions contained herein, the parties agree as follows:

1. Company agrees to provide bulk service to Owner at Company's Wastewater Treatment Plant by Owner connecting to Company's collection system.

2. Owner hereby agrees to install, at its own cost and expense, the domestic waste water collection lines, pipes, manholes and lift stations, which may be required on its property and off its property, including the engineering cost to connect to the Company's collection system and all other facilities necessary to make it possible for the Company to provide adequate domestic waste water services. Before Owner commences any construction of the domestic waste water collection plant, Owner agrees to furnish Company evidence satisfactory to the Company that the contractor employed by the Owner has provided the Owner with the following, and agreed to the following:

- a. A 100% payment performance bond; *W. W. Stovall - 10-24-98*
- b. A one year guarantee against defects and workmanship and materials in the construction of all of domestic waste water lines, pipes, manholes and lift stations;
- c. Letter confirming that contractor has been in business for three (3) years. *W. W. Stovall - 10-24-98*

3. Company agrees to cooperate with the Owner in good faith in making available to the Owner a connection with its existing collection lines or manholes or with the collection lines or

## Appendix A

manholes over which it exercises control in order to minimize expense and costs to Company as well as the Owner. It is the intent of the parties that the waste water collection lines, pipes, manholes and lift stations constructed by the Owner as described in paragraph 1 above connect to Company's collection system at the closest point as is practicably available considering existing circumstances and conditions.

4. Such domestic waste water collection lines, pipes, manholes and lift stations shall be designed and constructed with plans and specifications prepared by licensed engineers and be approved by the Company's engineers or representatives, and be in accordance with applicable governmental regulations. The cost of inspecting said plans by the Company's engineers shall be paid for by Owner. The Company shall have the right during construction to inspect and reject any work not complying with the said plans or being in violation of the applicable governmental regulations. The cost of the Company's inspections shall be paid for by the Owner. Salt water intrusion has been a problem in the Stock Island area and the Company has the right to insure that there is no salt water intrusion into the lines so constructed.

After construction, the said domestic waste water lines, pipes, manholes and lift stations shall be the property of the Owner however, the Company shall maintain and operate the collection system. As the domestic waste water systems of the Company are extended into the property, Owner will convey and grant to the Company, without cost to the Company, the following:

- a. Easement for ingress and egress to all of the water meters, lift stations, pumping stations and collection systems laid and installed by the Owner on the property pursuant to this Agreement; and
- b. The right to use lift stations by such instruments as designed by the Company; and Owner shall promptly and readily make available to Company all cost figures, records and other data requested by the Company.

It shall be the responsibility of the Company after conveyance to maintain, operate, repair or replace all pumping stations, lift stations, force mains, collection manholes installed by the Owner pursuant to this Agreement; both in the property and outside the property. Notwithstanding this Owner agrees to assign its one year guarantee against defects and workmanship and materials in the construction of all domestic waste water lines, pipes, manholes and lift stations to the Company.

At all times during the construction of the domestic waste water lines and related equipment Company shall have access to the construction and the right to inspect the construction to insure that the lines and related equipment are being installed in accordance with the plans and specifications prepared by or approved its engineers. Owner shall construct the domestic waste water disposal lines in such manner to insure that no water from air conditioning systems or swimming pools shall flow into the domestic waste water lines. Only domestic residential waste water in its strictest sense shall be discharged into the domestic waste water disposal system of the Company. Waste water from boats or boat holding tanks shall not be discharged into the system.

The waste water treatment plant capacity charge of \$2,700.00 per equivalent residential connection is required. Institutions, recreation buildings, swimming pools, commercial or civic units will be reviewed by the Company to determine the number of ERCs. The charges for each component of the development shall be as listed on Exhibit "A" attached hereto.

The Owner's development plans for the residential condominiums call for four (4) separate buildings, each containing fifteen (15) condominium units. The Owner intends to obtain a separate building permit from the City of Key West for each building, and a corresponding certificate of occupancy for each building upon completion thereof. Plant capacity charges shall be payable by the Owner as follows:

One-fourth (1/4th) of plant capacity charges for each building upon receipt of the building permit for that building or that component of the development building permits have already been issued.

The remainder, i.e., three-fourths (3/4th), of plant capacity charges for each building upon receipt by the Owner of the first certificate of occupancy for that building or completion of the component which ever is earlier.

The Marina building, boat slips, marina sales and dock master building items number 3, 4 and 5 have already commenced construction. Twenty-Five (25%) percent of the capacity fee is due upon execution hereof and the balance upon completion of the improvements. The restaurant has not commenced construction however, at the time a building permit is issued twenty-five (25%) percent of the capacity reservation fee shall be paid and the balance upon completion.

Notwithstanding the foregoing, as the Company's plant capacity may be inadequate to treat all customers on Stock Island, in the event Owner has not commenced construction of any separate component of the development within eighteen (18) months herein, then Company by giving written notice shall have the right to terminate this Contract for that component and not provide service as to that component.

In the event, at a future date, the Company is required to incur costs in order to satisfy a federal, state, or county environmental pollution standard or standards, then in such event, Company shall recover such costs from its Owners having requested the plant capacity in accordance with the rules, regulations and approval of the Public Service Commission. It is understood and agreed that rates collected by the Company for waste water services from the Customer shall be charged only by approval of the Public Service Commission. A copy of the sample application form which must be filled out by each individual Owner is attached hereto and expressly made part hereof.

In consideration of the Company agreeing to treat the wastewater and supply bulk service to Owner for Owner's project which is outside of Company's franchise area, Owner agrees that the Company's charges are reasonable and proper and agrees not to protest or contest said capacity reservation fees and/or their calculations. In the event of a protest filed to the Florida Public Service



11/11/1999 12:32

3852900

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SMITH HELEN BURKE

11/03/88 17:05

8312 838 7783

3852941212

P. 85

NOV-03-98 09:51 PM KEY WEST GOLF CLUB

Commission or any other court or agency. Owner and Company agree that Company may discontinue providing bulk service to Owner. Owner and any successors or assigns agree to pay the monthly service charges as provided by the Public Service Commission for other customers of the utility.

Dated August 15, 1998.

SUNSET VENTURES OF KEY WEST, INC.

*[Signature]*  
By \_\_\_\_\_ President

KW RESORT UTILITIES CORP.

*[Signature]*  
By \_\_\_\_\_

EXHIBIT "A"

Owner will also build two (2) pools and two (2) pool buildings with washrooms. At the time the pool buildings commence construction, Company shall determine the appropriate ERC's and Owner shall pay Company based upon the ERC calculations an additional connection fee over and above the numbers calculated on Exhibit "A".

In addition, Company has already installed a portion of Owner's force main on the Key West Golf Club and Owner agrees to reimburse Company 1,000 for said installation.

from 9547644996

Sent by: RUDEN McCLOSKEY 18FL Jan-18-00 06:14

11/11/1999 12:32 3052960798

**PLANT CAPACITY CHARGE  
SUNSET MARINA  
KW Resort Utilities, Inc.**

Facility	Unit	Quantity	Capacity	Plant Capacity Charge (\$/unit)	Plant Capacity Charge (\$/unit)	Plant Capacity Charge (\$/unit)	Plant Capacity Charge (\$/unit)	Plant Capacity Charge (\$/unit)
Condominiums	ea	60				50.0	\$2,700	\$162,000
Restaurant	seats	150	40	6,060	250	24.0	\$2,700	\$64,800
Boat Slips (includes showers & water closets in Marine Building)	ea	139	50	6,950	250	27.8	\$2,700	\$75,060
Dockmasters Building	water closets	2	200	400	250	1.6	\$2,700	\$4,320
Marina Sales & Services Building	washing machines	4	750	3,000	250	12.0	\$2,700	\$32,400
<b>TOTAL</b>						<b>125.4</b>	<b>\$2,700</b>	<b>\$338,580</b>

+ Pools.  
BWS

EXHIBIT "A"

## RATES AND CHARGES BILLED BY UTILITY TO SUNSET

### Service Availability Charges:

<u>Invoice Date</u>	<u>Invoice Amt.</u>	<u>Check Date</u>	<u>Amount Paid</u>	<u>Services</u>
None		11/02/98	84,645.00	Sunset Ventures service availability charges
None		11/16/99	253,935.00	

### Condominium Unit Four Rates and Charges:

<u>Invoice Date</u>	<u>Invoice Amt.</u>	<u>Check Date</u>	<u>Amount Paid</u>	<u>Services</u>
01/31/00	3,018.40		**	15 condos @ \$34.56 each ("February multi-family sewer billing") (\$518.40);
			Unpaid	sewer violation penalty fee (\$2,500)
2/29/00	695.53		Unpaid	Disconnection and reconnection fees for condos, including time, material and labor. (After pouring concrete in Sunset's lines.)
2/29/00	3,536.80	4/06/00	**1036.80	2 multi-family sewer fee (\$518.40);
			Unpaid	miscellaneous charge \$2,500 (from 01/31/00)
3/31/00	4,055.22	4/8/00	**518.00	multi-family sewer fee \$518.40 (previous balance shown of \$3,536.80)

\*\* Paid 04/10/00

## Appendix B

SUNSET VENTURES OF KEY WEST, INC.

PH. 305-296-7101  
5601 COLLEGE ROAD  
KEY WEST, FL 33040

230 *PL*  
63-43/670

Date 11-2-78

Pay to the order of K. W. Resort Utilities Corp. \$ 84,645.<sup>00</sup>  
Eighty-four thousand six hundred forty five and 00/100 Dollars



For Sewer Improv. Fees

*Darryl Bell*

⑈002302⑈ ⑆067000438⑆ 0100200416⑈ ⑆0008464500⑆

066000109  
020446834  
020446834 11-04-98

1510100001

11/02/99 065100277  
NATIONSBANK N.A.  
TAMPA, FLORIDA

8340504165

To the account of  
PUBLIC UTILITIES CORP  
Pub No 4568000121

SUNSET VENTURES OF KEY WEST, INC.

PH. 305-296-7101  
5601 COLLEGE ROAD  
KEY WEST, FL 33040

FIRST STATE BANK OF THE FLORIDA KEYS  
KEY WEST, FLORIDA 33040  
63-43/670-1

5550

11/16/99 

PAY TO THE ORDER OF: K.W. Resorts Utilities \$ \*\*253,935.00

Two Hundred Fifty-Three Thousand Nine Hundred Thirty-Five and 00/100\*\*\*\*\* >\*\*\*\*\* DOLLARS

K.W. Resorts Utilities

040101012 0321 0321 01 11-18-99

020019549 11-17-99 07 4255021242

SUNSET VENTURES OF KEY WEST, INC.



AUTHORIZED SIGNATURE

MEMO

⑈005550⑈ ⑆067000438⑆ 0100200416⑈

⑈0025393500⑈

Deposit to the account of  
KW RESORT UTILITIES CORP  
REPUBLIC BANK  
Acct No. 1111111111  
45600 1246

10001118 11009197

066000109  
040101912  
040101912 11-18-99

1211 163

063000047  
11/17/99 E4621 90 F30  
REPUBLIC BANK  
7740  
9

**K W RESORT UTILITIES**  
P.O. BOX 2125  
KEY WEST, FL 33045  
305 294-9578

**INVOICE**

TO:

SUNSET VENTURES  
ATTN: MR. DOUG BELL  
5555 College Road  
Key West, FL 33040

INVOICE NO. PAGE

DATE

1/31/00

DUE DATE

2/20/00

**DESCRIPTION**

**AMOUNT**

15 Condos @ \$34.56 ea

\$518.40

February multi-family sewer billing

Sewer violation penalty fee

2500.00

TOTAL DUE:

\$3018.40



**K W RESORT UTILITIES**

P.O. BOX 2125  
KEY WEST, FL 33045  
305 294-9578

**INVOICE**

TO:

Sunset Marina  
Attn: Doug Bell  
5555 College Road  
Key West, FL 33040

INVOICE NO. PAGE

2294

DATE

2-29-00

DUE DATE

3-20-00

DESCRIPTION	AMOUNT
-------------	--------

Disconnection and Reconnection Fees for Condos, including time, material and labor.	\$695.53
--	----------

TOTAL AMOUNT DUE	\$695.53
------------------	----------

KW RESORT UTILITIES CORP.  
 P.O. BOX 2125  
 KEY WEST, FLORIDA 33045  
 305-296-9578

1ST CLASS  
 US POSTAGE PAID  
 PERMIT #160  
 KEY WEST, FL  
 33040

ACCOUNT NO	SECLOT
S101	SUNSET

SUNSET VENTURES OF KEY WEST  
 ATTN: MR DOUG BELL  
 5555 COLLEGE ROAD  
 KEY WEST, FL 33040

TRANSACTION DESCRIPTION	AMOUNT
MULTI FAMILY SEWER FEE	518.40
MISCELLANEOUS CHARGE	2500.00
MULTI FAMILY SEWER FEE	518.40

RETURN THIS STUB WITH PAYMENT		
BILL DATE	ACCOUNT NO	SECLOT
02/29/00	S101	SUNSET

Previous Balance: .00

BILL DATE	AMOUNT DUE
02/29/00	3536.80

AMOUNT DUE
3536.80

**SUNSET VENTURES OF KEY WEST, INC.**

PH. 305-296-7101  
 5601 COLLEGE ROAD  
 KEY WEST, FL 33040

3723

63-43/670

Date 4-6-2000

Pay to the order of KW Resort Utilities \$ 518.40

Five hundred eighteen and 40/100 Dollars



For 3-29-00 Billing - 3rd

Doug Bell

⑈003723⑈ ⑆067000438⑆ 0100200416⑈

**SUNSET VENTURES OF KEY WEST, INC.**

PH. 305-296-7101  
 5601 COLLEGE ROAD  
 KEY WEST, FL 33040

3724

63-43/670

Date 4-6-2000

Pay to the order of KW Resort Utilities \$ 518.40

Five hundred eighteen and 40/100 Dollars



For 3-29-00 Billing - 2nd

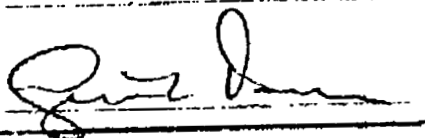
Doug Bell

⑈003724⑈ ⑆067000438⑆ 0100200416⑈

SEND PAYMENTS TO:  
 KW RESORT UTILITIES CORP.  
 P.O. BOX 2125  
 KEY WEST, FLORIDA 33015  
 305-294-9578

ACCOUNT NO:	5101	
	SUNSET	
TRANSACTION DESCRIPTION		AMOUNT
MULTI FAMILY SEWER FEE		518.40
MISCELLANEOUS CHARGE		2500.00
MULTI FAMILY SEWER FEE		518.40
Previous Balance:		.00
DATE DUE	AMOUNT DUE	
02/29/00	3536.80	



KW RESORTS UTILITIES 6630 FRONT STREET KEY WEST, FL 33040	<b>RECEIPT</b>		DATE: 4-10-2000	005121
	RECEIVED FROM: <u>Sunset Ventures</u>			
	ADDRESS: <u>Acct # 5101</u>			
	FOR: <u>2 CKS @ \$518.40 each</u>			DOLLARS \$ <u>1036.80</u>
	ACCOUNT		HOW PAID	
AMT OF ACCOUNT		CASH		
AMT PAID		CHEQ	1036	80
BALANCE FWD		RENTY		
		INSTR		
		BY: 		

**SUNSET VENTURES OF KEY WEST, INC.**

PH. 305-296-7101  
5601 COLLEGE ROAD  
KEY WEST, FL 33040

3725

63-43.670

Date 4-6-2000

Pay to the order of KW Resort Util. 1.7.00 \$ 518<sup>40</sup>  
Five hundred eighteen and 40/100 Dollars



For 3-31-00 Billing - 3 Mths

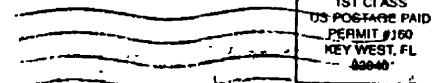
Doug S. Bell

⑈003725⑈ ⑆067000438⑆ 0100200416⑈

SEND PAYMENTS TO

KW RESORT UTILITIES CORP.  
P.O. BOX 33006  
ST. PETERSBURG, FL 33733-8006  
305-294-9578

FORWARDING SERVICE REQUESTED



ACCOUNT NO.	SEC/LOT	
S101	SUNSET	
TRANSACTION DESCRIPTION		AMOUNT
MULTI FAMILY SEWER FEE		518.40
Previous Balance:		3536.80

SUNSET VENTURES OF KEY WEST  
ATTN: MR DOUG BELL  
5555 COLLEGE ROAD  
KEY WEST, FL 33040

RETURN THIS STUB WITH PAYMENT

BILL DATE	ACCOUNT NO.	SEC/LOT
03/31/00	S101	SUNSET
BILL DATE	AMOUNT DUE	AMOUNT DUE
03/31/00	4055.20	4055.20

33040/4307



SEND PAYMENTS TO:  
 KW RESORT UTILITIES CORP.  
 P.O. BOX 33006  
 ST. PETERSBURG, FL 33733-0006  
 305.293.9578



ACCOUNT NO.	SECTOR
5101	SUNSET

TRANSACTION DESCRIPTION	AMOUNT
MULTI FAMILY SEWER FEE	518.40
Previous Balance: 3536.80	

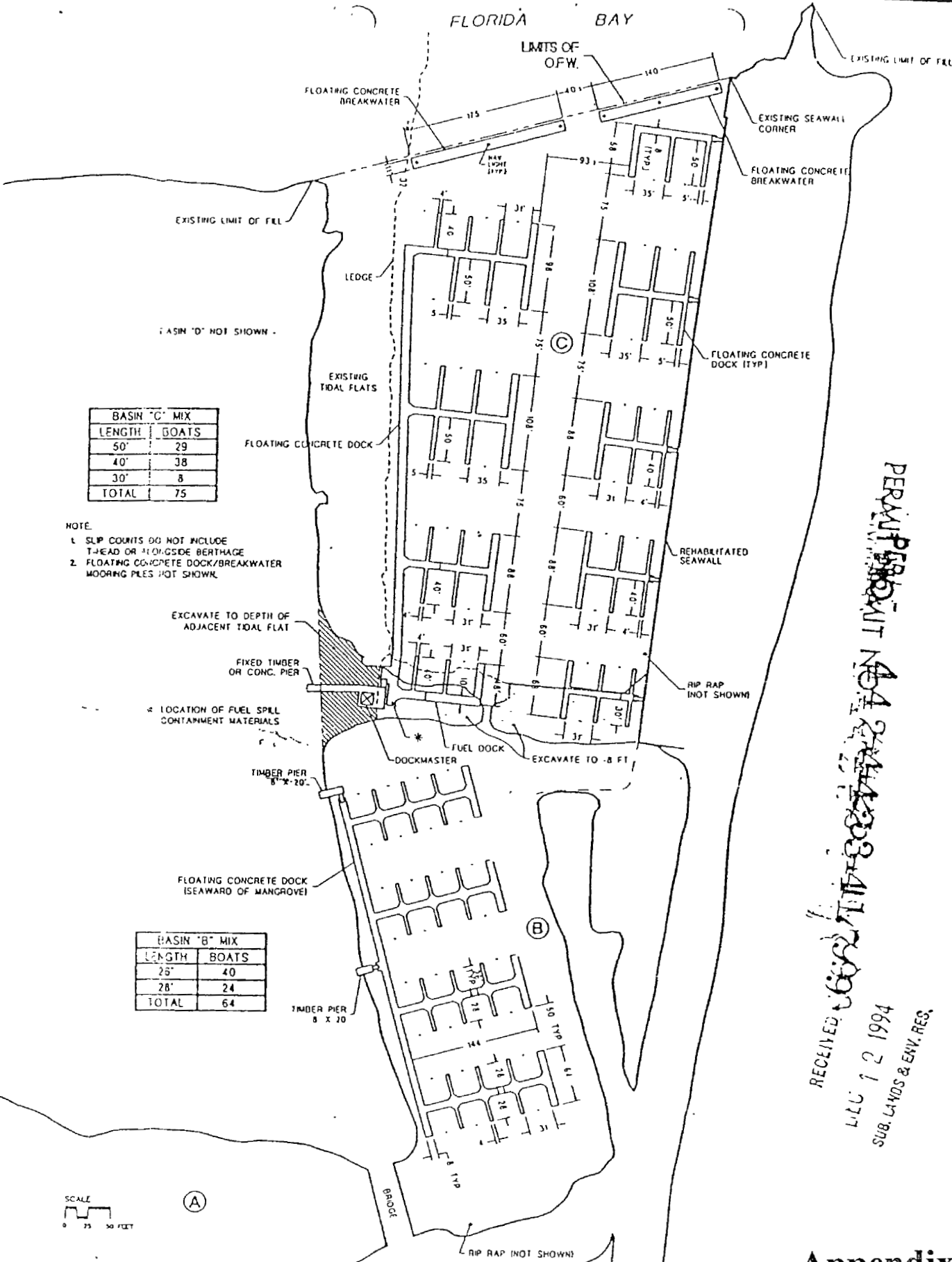
BILL DATE	AMOUNT DUE
03/31/00	4055.20



33040/4307    |||...|||

<b>KW RESORTS UTILITIES</b> 6630 FRONT STREET KEY WEST, FL 33040	<b>RECEIPT</b>			DATE: <u>4-10-2000</u>	005120
	RECEIVED FROM: <u>Sunset Ventures</u>				
	ADDRESS: <u>Acct # 5101</u>				
					DOLLARS \$ <u>518.40</u>
	FOR: _____				
	ACCOUNT		HOW PAID		
AMT OF ACCOUNT		CASH			
AMT PAID		CHECK	<u>518.40</u>		
BALANCE DUE		MONEY ORDER			
				BY: <u>[Signature]</u>	

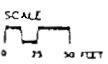
FLORIDA BAY



BASIN "C" MIX	
LENGTH	BOATS
50'	29
40'	38
30'	8
TOTAL	75

- NOTE:
1. SLIP COUNTS DO NOT INCLUDE T-HEAD OR ALONGSIDE BERTHAGE
  2. FLOATING CONCRETE DOCK/BREAKWATER MOORING PILES NOT SHOWN

BASIN "B" MIX	
LENGTH	BOATS
28'	40
28'	24
TOTAL	64



(A)

PERMIT NO. 442341799

RECEIVED FEB 16 1994  
 SUB. LANDS & ENV. RES.  
 6661 21 0717

City of Key West, Monroe County, Florida  
 Applicant Wood/Papy  
 Rev  
 Date 11/94

RECEIVED  
 FEB 16 1994

Appendix C  
 (Reduced)