

**KEY LARGO WASTEWATER TREATMENT
DISTRICT
BOARD OF COMMISSIONERS
AGENDA**



**May 17, 2011 4:00 PM
98880 Overseas Hwy
Key Largo, FL 33037**

**Robert Majeska
Andrew Tobin
Susan Hammaker
Norman Higgins
Charles Brooks**

**Chair
Vice Chair
Secretary-Treasurer
Commissioner
Commissioner**

.....
**Charles F. Fishburn
Thomas Dillon
Carol Walker**

**General Manager
District Counsel
District Clerk**

PLEASE TAKE NOTICE AND BE ADVISED, that if any interested person desires to appeal any decision of the KLWTD Board, with respect to any matter considered at this meeting, such interested person will need a record of the proceedings, and for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate in the meeting should contact the District Clerk at 305 451-4019 at least 48 hours in advance to request accommodations.

- A. CALL TO ORDER - PLEASE MUTE CELL PHONES**
- B. PLEDGE OF ALLEGIANCE**
- C. ROLL CALL**
- D. APPROVAL OF AGENDA WITH ANY ADDITIONS, DELETIONS, OR CONTINUANCES**

E. PUBLIC COMMENT

Individual comments have a 3 minute limit; Organizations have a 5 minute limit. General comment (non-agenda items) will be heard at this time; Specific agenda items will be heard right before the item. Speaker cards must be turned in before the meeting starts.

F. BULK ITEMS

Action

TAB 1

1. Minutes of May 3, & May 9, 2011
2. RESOLUTION NO. 07-05-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF SIEGRIED & JOAN SCHOLZ FOR REMOVAL OF TWO TAX PARCELS FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND REFUNDING COLLECTED ASSESSMENT PAYMENTS AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE

3. RESOLUTION NO. 08-05-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF KATHRYN MALONE FOR REMOVAL OF THREE TAX PARCELS FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND REFUNDING COLLECTED ASSESSMENT PAYMENTS AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE

G. COMMISSIONER'S ITEMS

TAB 2

4. Meeting Date Adjustment (Commissioner Brooks) Action
5. Termination Procedures (Commissioner Hammaker)
6. Update on Payroll Process (Commissioner Hammaker)
7. Review of Paychex Services (Commissioner Hammaker)
8. Wild Bird Sanctuary (Commissioner Higgins)
9. Hiring Document Alternatives (Commissioner Hammaker)

H. FINANCIAL REPORT

TAB 3

10. Pending Payments Action
11. District Purchasing Card
12. Signature Authorization Change Action

I. OPERATIONS' REPORT

TAB 4

13. Force Main Tie-Ins

J. ENGINEER'S REPORT

TAB 5

14. Monthly Report

K. LEGAL COUNSEL REPORT

TAB 6

15. Employee Policy Handbook Action
16. General Manager Contract Action

L. GENERAL MANAGER’S REPORT

17. Overholt Change Order #17

Action

TAB 7

M. COMMISSIONERS ROUNDTABLE

N. ADJOURNMENT

TAB 1

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. /

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: May 3, May 9, 2011 Minutes

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 5-12-11

Originating Department: District Clerk	Costs: Funding Source:	Attachments: Minutes
Department Review: <input checked="" type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background:

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

MINUTES

Key Largo Wastewater Treatment District (KLWTD) Meeting



May 3, 2011
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a regular Meeting at 4:03 PM. Present were Chairman Robert Majeska, Commissioners Norman Higgins, Andrew Tobin, Charles Brooks, and Susie Hammaker. Also present were the General Manager Charles F. Fishburn, District Counsel Thomas Dillon, District Clerk Carol Walker, and other appropriate District Staff.

Kay Thacker led the Pledge of Allegiance.

APPROVAL OF AGENDA

Commissioner Hammaker moved Item 18 (General Manager's Contract) up to after Item 2. Item 3 (Discussion on Personnel Manual Update) and Item 14 (Communication with Media & Public Policy 3.0) were moved to the Transition meeting. Item 19 (Islamorada Inter-Local) to time specific, 5 P.M. and General Manager Charles Fishburn added Item 20 (FDEP Consent Order).

Motion: Commissioner Tobin made a motion to approve the agenda as amended.
Commissioner Higgins seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 5 to 0

PUBLIC COMMENT

The following persons addressed the Board:

Speaker: Kay Thacker, Key Largo, FL

Speaker: Pauline Kline, Key Largo, FL

Speaker: Sue Heim, Key Largo, FL

Subject: Method of charging Islamorada

Subject: General Manager Position

Subject: IT Report

BULK ITEMS

Minutes of April 19, 2011

Motion: Commissioner Tobin made a motion to approve Bulk Items. Commissioner Higgins seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 5 to 0

COMMISSIONER'S ITEMS

Charles Fishburn's Contract

Commissioner Brooks reviewed his reasons for why Mr. Fishburn's contract should not be extended. (See Exhibit "A").

Motion: Commissioner Brooks made a motion to not extend Mr. Fishburn's current contract beyond its expiration date. Commissioner Hammaker seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska		X	
Commissioner Tobin		X	
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 3 to 2

GENERAL MANAGER'S REPORT

Islamorada Inter-Local Agreement

Tony Hairston, PRMG reviewed the way the projected cost of the flow charge for Islamorada is calculated. Doug Manson, Manson Law Group, participated by phone.

Motion: Commissioner Tobin made a motion to approve the concept Mr. Hairston has presented for the methodology for charging Islamorada (see Exhibit "B"), excluding the insurance. Commissioner Hammaker seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins		X	
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks		X	
Commissioner Hammaker	X		

Motion passed 3 to 2

General Manager's Contract

Commissioner Hammaker feels that working for the District and for a company bidding on Islamorada is a conflict of interest: If he was a consultant that would not be a conflict.

Commissioner Brooks said he is going to propose that Margaret Blank be made General Manager at the Transition Meeting.

FINANCIAL REPORT*Pending Payments*

Motion: Commissioner Brooks made a motion to approve the pending payments contingent upon the availability of funds. Commissioner Higgins seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker			Abstained

Motion passed 4 to 0

Fiscal Year 2012 Budget Process

CFO Sal Zappulla presented the budget calendar.

Motion: Commissioner Brooks made a motion to approve the Fiscal Year 2011 Budget Calendar. Commissioner Higgins seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 5 to 0

2010 CAFR

Mr. Zappulla presented the 2010 CAFR.

Monthly Financial Report

Mr. Zappulla presented the monthly report.

Customer Service Report

Greg Matthews presented the monthly service report.

OPERATIONS REPORT

Monthly Status Report

Margaret Blank, Operations Manager, presented the report.

Package Plant Status Report

Greg Matthews presented his report.

Tie In Status Report

Carol Walker presented her report.

TECH REPORT

IT Report

Paul Christian presented the IT Report.

ENGINEER'S REPORT

Monthly Status Report

Ed Castle presented his written report.

GENERAL MANAGER'S REPORT

Basin C-2 (Phase C-4) Change Order, STM Change Order #3, and Basin J/K4 & J/K 9 Change Order

Mr. Fishburn presented the Change Orders.

Motion: Commissioner Brooks made a motion to approve Basin C-2 (Phase C-4) Change Order, STM Change Order #3 and J/K4 & J/K9 Change Order. .
Commissioner Higgins seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 5 to 0

FDEP Consent Order

The Consent Order will be brought back.

ADJOURNMENT

The KLWTD Board adjourned the Board Meeting at 8 PM.

The KLWTD meeting minutes of May 3, 2011 were approved on May 17 , 2011.

Chairman Majeska

Carol Walker, CMC
District Clerk

My Reasons Why We Should Let Mr. Fishburn's Contract Expire

KLWTD Commissioner Charles Brooks

There's been ample discussion regarding our transition and how we are going to organize the utility services. I believe the discussion has indicated our present district manager is lacking some of the qualities that are needed for utility general manager. We will be moving away from the construction phase, actually where finishing out the last nine contracts, and we are at the time where we need somebody who has high administrative skills emphasizing administrative skills to smoothly direct us into a utility. We do not have that now in our present general manager. We do not want to get into a position where the construction is gone and we need administrative qualifications only to find ourselves lacking the administrative procedures that the utility requires. Asking ourselves why didn't we hire an administrator back then. I think now is the best time to have a general manager who can apply experienced administrative qualities.

We have talked a lot about we can't move forward because of the loss of our present general manager will leave us in a gaping hole. If we really think about it and we don't have the administrative mechanisms (administrative procedures) that should be developed now we may find ourselves with a gaping hole on the other side of this equation. Construction crews gone (including Fishburn) and no administrator or administrative procedures in place. Evidence shows Mr. Fishburn does not display these qualities.

We have recently made a dynamic change in our finance department and in my opinion that change is been very beneficial and was a move in the right direction in moving towards a utility. I think that's obvious to everybody on this board. We could very possibly experience the same level of improvement if we make a similar change in the general managers position and qualifications. (The Marty scenario)

We have (each board member) recently received by e-mail a comprehensive synopsis which displays a keen sense of thinking ahead about administrative procedures. E-mail authored by Margaret Blank shows that she can readily take over Mr. Fishburn's position with the qualities that we need for the future. (Not part of my motion-perhaps a second motion)

Based on my conversations with Mr. Fishburn and several other staff members and even though I'm aware that Mr. Fishburn's absence will create a different environment and perhaps certain amount of adjustment I believe it is the time for Mr. Fishburn to move on for the best interest of the district.

Charles Brooks

EXHIBIT "B"

When the Flow Charge is modified pursuant to the rate review provisions of this Agreement, an independent financial consultant will perform a wholesale treatment cost analysis based on the most recent audited annual District financial statements (the year corresponding the recent audited annual financial statements is the TEST YEAR) supplemented with other operational data provided by the District. The wholesale treatment cost analysis shall include: 1) the wholesale treatment cost per thousand gallons during TEST YEAR using the methodology specified below; 2) the amount of overpayment or underpayment by the Customer during the TEST YEAR as specified below; and 3) a revised Flow Charge based on the TEST YEAR wholesale treatment cost and other recent cost and operational information.

The wholesale treatment cost analysis will reflect the average cost per thousand gallons of wastewater treatment and disposal for all wastewater treated by the District at the RTP during the TEST YEAR. Since the Agreement contemplates that the Customer conveys its wastewater to the Point of Connection in proximity to the RTP, the wholesale treatment cost analysis does not include any transmission costs or customer service costs. The wholesale treatment cost analysis shall be based on the following formula and methodology, all based on TEST YEAR data to the extent practical:

Wholesale Treatment Cost per Thousand Gallons =

\$5.28

ANNUAL TREATMENT EXPENSE / TOTAL RTP TREATED FLOW + R&R COST PER THOUSAND GALLONS

Where:

TOTAL RTP TREATED FLOW is the total amount of wastewater influent, stated in thousands of gallons per year, entering the headworks of the RTP and includes Customer flow and all other District flow;

The following sets forth the methodology to be utilized in calculation of ANNUAL TREATMENT EXPENSE AND THE R&R COST PER THOUSAND GALLONS:

1. ANNUAL TREATMENT EXPENSE are operating expenses for operations and maintenance of the RTP such as labor, electric, chemicals, sludge treatment and disposal, lab, repairs and maintenance, insurance, permitting, and other similar costs generally accepted in the operation of a wastewater treatment facility permitted and designed similar to the RTP.
2. ANNUAL TREATMENT EXPENSE shall be based on the most recent audited financial statements of the District.
3. For any ANNUAL TREATMENT EXPENSE, excluding any administrative expense, that is not specifically allocated to wastewater treatment and disposal functions in the audited financial statements and detailed worksheets supporting such audited statements, such expense shall be reasonably

allocated to wastewater treatment and disposal functions based on certain factors as available and applicable, such as i) monthly statements for electric and power service; ii) gross plant value for allocation of insurance expenses; and iii) allocation of direct personnel positions by function for supervisory labor related expenses (such supervisory labor expenses are to exclude General Manager, Finance, and other administrative expenses).

4. ANNUAL TREATMENT EXPENSE shall exclude administrative expenses such as District Manager, Finance Director, Personnel Director, legal (other than permitting), general consulting/audit, District Board, or other general expenses. In lieu of allocation of such administrative expenses, 14.00% shall be added to the sum of those operating costs enumerated above for wastewater treatment and disposal to obtain the total ANNUAL TREATMENT EXPENSE.
5. R&R COST PER THOUSAND GALLONS is a contribution to a renewal and replacement fund that is designated by the District exclusively for the funding of future RTP renewals and replacements (the RTPRR FUND). The RTPRR FUND CONTRIBUTION is 35 cents (\$0.35) per thousand gallons and is intended to fund normal repair and renovations but not future changes to the RTP to comply with new state or federal treatment requirements.

An illustration of the ANNUAL TREATMENT EXPENSE and wholesale treatment cost per thousand gallons methodology is shown on Figure E-1 below.

The wholesale treatment cost analysis shall provide the amount of overpayment or underpayment by the Customer during the TEST YEAR. The total wholesale cost of service for the Customer during the TEST YEAR equals the wholesale treatment cost per thousand gallons multiplied by the Customer wastewater flow (measured in thousands gallons) through the Customer Service Meter during the TEST YEAR. TEST YEAR Customer payments include the sum of charges paid by the Customer to the District for wastewater treatment and exclude surcharges for high strength, salinity, or similar charges in accordance to the surcharge provisions in the Agreement. Should the wholesale treatment cost analysis determine the Customer underpaid during the TEST YEAR, the Customer shall remit payment equal to such underpayment to the District within ~~40~~ days of invoice by the District. Should the wholesale treatment cost analysis determine the Customer overpaid during the TEST YEAR, the District shall remit payment equal to such overpayment to the Customer within ~~90~~ days of completion of the wholesale treatment cost analysis.

MINUTES

Key Largo Wastewater Treatment District (KLWTD) Meeting



May 9, 2011
98880 OVERSEAS HWY, KEY LARGO, FL 33037

The Key Largo Wastewater Treatment District Board of Commissioners met for a Transition Meeting at 4:00 PM. Present were Chairman Robert Majeska, Commissioners Norman Higgins, Charles Brooks, Andrew Tobin and Susie Hammaker. Also present were General Manager Charles Fishburn, the District Counsel Thomas Dillon, District Clerk Carol Walker, and other appropriate District Staff.

Charles Fishburn led the Pledge of Allegiance.

APPROVAL OF AGENDA

Commissioner Hammaker requested that an item on Procurement Policy be added. Margaret Blank requested the purchase of Plant Pumps for Upgrade be added. Charles Fishburn requested that removal of Office Trailers at plant be added.

Motion: Commissioner Brooks made a motion to approve the agenda as amended.
Commissioner Tobin seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 5 to 0

PUBLIC COMMENT

The following persons addressed the Commissioner:

Speaker: Sue Heim Key Largo

Speaker: Martin Waits

Item: Potential Leadership

Item: Cross Training (Exhibit "A")

Transition Timeline

Margaret Blank presented her memo for a timeline with Charles Fishburn working part time as an advisor.

Commissioner Brooks stated that he was very disappointed with Margaret's proposal to have Charles Fishburn stay on for the next few months as an advisor.

Motion: Commissioner Tobin made a motion to approve the staff recommendation to have Mr. Fishburn serve as an advisor for the next few months on an open ended contract at \$5,000 a month serving at least 20 hours a week. Commissioner Majeska seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins		X	
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks		X	
Commissioner Hammaker		X	

Motion failed 2 to 3

Hydrogen Sulfide Datalogger

Margaret Blank explained that the District will be using a Datalogger free for a week.

Plant Pumps for Upgrade

Ms. Blank explained the need for the upgrade.

Motion: Commissioner Brooks made a motion to approve the purchase of two pumps for the plant pump station in the amount of \$25,332.48. Commissioner Majeska seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska	X		
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 5 to 0

Office Trailers at Plant

Charles Fishburn asked the Board if they would consider giving Pennekamp one of the office trailers. The Board informed him they may have buyers for the trailers.

Appointment of General Manager

Motion: Commissioner Brooks made a motion to promote Margaret Blank PE to the position of General Manager of the Key Largo Wastewater Treatment District effective June 1, 2011. This promotion will have a probationary period of six months beginning June 1, 2011 thru November 30, 2011.

During the month of November 2011 the District Board will evaluate the General Manager's performance. Based on successful performance goals Margaret Blank may be granted a one-year contract as GM of KLWTD.

Performance goals will be established jointly by Margaret Blank PE and the KLWTD Board of Directors. These performance goals will be codified and monitored periodically.

Margaret's previous position as Operations Manager will be filled by another individual relieving Margaret of operational duties so Margaret may concentrate on the overall District responsibilities. This shifting of personnel is designed to provide efficient and smooth progress in streamlining KLWTD operations.

Because of time constraints regarding placing this motion on the May 9 meeting, the pertaining duties and responsibilities of this position will be subject to eventually reviewing General Manager's duties and responsibilities by the District Board at the nearest board meeting *May 17, 2011) or a date determined by the District. (Contract Development).

Commissioner Tobin seconded the motion.

Vote on Motion

Member	Yes	No	Other
Commissioner Higgins	X		
Chairman Majeska		X	
Commissioner Tobin	X		
Commissioner Brooks	X		
Commissioner Hammaker	X		

Motion passed 4 to 1

Communications with Media & Public Policy 3.0

District Counsel Thomas Dillon explained that he has taken the various handbooks that the District has and combined them into one book. He will be adding the policy on using the house at the White Rhino into the policies and will present the book for action at the next meeting.

Discussion on Personnel Manual Update

Commissioner Tobin explained the need for cross training in the District.

Commissioner Brooks stated that the managers should be responsible for cross training in their departments and that it should be in the Employee Policy Handbook.

Potential KLWTD Leadership

Commissioner Hammaker explained that there are many qualified persons in the District that could take a leadership role.

Mark Weis, Jim Brush, Billie Jo Umans, Paul Christian, and Mike Dempsey spoke to the Board.

Semi-Monthly Payroll

CFO Sal Zappulla explained that in August the District is planning on paying twice a month instead of once a month. The Board directed Mr. Zappulla to bring back a report on the present system, using Paychex, and doing payroll in house.

ADJOURNMENT

The KLWTD Board adjourned the Board Meeting at 7:10 PM.

The KLWTD meeting minutes of May 9, 2011 were approved on May 17, 2011.

Chairman Majeska

Carol Walker, CMC
District Clerk

Subj: **Fishburn's contract**
Date: 5/9/2011 1:50:13 P.M. Eastern Daylight Time
From: oktcraft@terranova.net
To: gregm@klwtd.com
CC: cbrooks442@aol.com, tobinlaw@terranova.net, keysriters@bellsouth.net, nhkeylargo@gmail.com,
susiehammaker@susiehammaker.com, lawtmd@gmail.com, margaretb@klwtd.com

Dear Greg Matthews,

I have attached the article that was in the newspaper last week, stating "Board ends KL Sewer District chief's contract" With this email below and you wanting something undone or revisited that was already voted on by the Commissioner's last week.... how do you think that would make these elected officials look in the eyes of the Key Largo ratepayers? Maybe make ratepayers in Key Largo think the Commissioner's **do not know what they are doing...is that what you want?** I understand your allegiance to Fishburn, and he had done a good job.... but you have a much greater duty to carry out the job the Commissioner's voted on last week to do...carry out their vote, they voted not to extend his contract and you need to get on with your job and fulfill that vote as I see it, in my humble opinion. Don't try and second guess the Commissioner's and I am sure you understand where you have put yourself with the Commissioner's now with this email.

Thx

Kay Thacker

Dear Commissioners,

commissioners@klwtd.com

The District staff will never be busier than we are right now. We are not transitioning. The District is BOTH a construction company and a utility. We have a new CFO working 10 hours a day getting on track. We are without a Finance Manager, but we have three people trying to figure out that job. IF we move Chuck out right now, we will have a new General Manager and a new Operations Manager, each getting their hands on their new job, while aiding the person who takes their place. That's five managers learning new jobs -- all at the same time, all when we are both a construction company AND a utility. Please believe me, nobody is complaining and nobody is running up the white flag, but everyone is in agreement we are a stronger team and can service our residents better with Chuck in place until construction is complete.

Why not wait 4-6 months? I don't have to tell everybody what Chuck has meant to the District. He has been working full-time. Let's pay him for full-time. The difference in salary is insignificant compared to our current situation.

Margaret will do a super job as GM. We are very fortunate to have somebody who has such a good handle on construction, engineering, operations, IT and accounting, who will deal effectively with Commissioners, staff, customers and press. Anytime a person is given a high level of responsibility, they must also be given the authority that goes with the job. I hope that the Board will allow Margaret to select and organize her staff, and will also pay her (from day one) according to her new level of responsibilities.

Sincerely,

Greg Matthews
Semi-Human Resources Manager

Board ends KL sewer district chief's contract

Proposal for consulting role dropped

BY DAVID GOODHUE
dgoodhue@keysreporter.com

The man who supervised the initial phase of the \$150-million centralized sewer project in Key Largo will be out of a job by June.

Charles Fishburn, general manager of the Key Largo Wastewater Treatment District, has been working under a \$5,000 monthly contract since December 2010. Before then, he was paid \$144,000 a year.

Three of the five elected wastewater commissioners this week said that Fishburn's services were no longer needed as the district finishes the construction phase and transitions to operating a full-time utility.

"It's a matter of the contract running out, and I think the job has run out," said Commissioner Charles Brooks.

Brooks was joined by Commissioners Norm Higgins and Susan Hammaker in voting against extending Fishburn's contract beyond May 31. Fishburn would not comment on the May 3 vote. But he did say he was confident he would be brought on as a paid consultant.

That possibility seemed less likely this week.

The consultant idea was actually Hammaker's, but she said at the meeting that she was withdrawing the proposal because she was disappointed that Fishburn ignored her request to go through a list of job responsibilities and remove the ones he no longer performs.

"I am sorely disappointed you have not done the homework I have asked you to do," Hammaker said to Fishburn.

Hammaker accused Fishburn of trying to hold on to too much control of the district, referring to him at the meeting as "the czar."

"He's the czar. Long live the czar. Well, we're done with the czar Chuck," Hammaker said.

Fishburn has also caught flack from critics recently for working for Indiana-based Reynolds Inc., a wastewater engineering company bidding for the job of building Islamorada's wastewater system. Both Key Largo and the Village of Islamorada are in negotiations to pipe village wastewater to Key Largo treatment plant at mile marker 100.5.

An agreement between the village and the wastewater district has been in the

et.com | The Reporter

Manager's contract ended

FISHBURN • from 1

works for years, but some Islamorada council members are now signaling they may not want to go with that option.

The village is far behind Key Largo's wastewater district in meeting the state's 2015 mandate to build centralized sewer systems.

Hammaker said Fishburn's unwillingness to relinquish his job responsibilities signals he is "biding his time until Islamorada makes up its mind. That's not the point, Chuck."

No decision has been made, but Fishburn's successor as general manager will likely be Margaret Blank, the current operations manager of the wastewater treatment plant.

But Fishburn's supporters on the board of commissioners, Andy Tobin and Chairman Robert Majeska, said Fishburn is still needed to oversee the last of the installation projects and to train Blank, or whoever else takes his place.

"It's not the correct business decision to change your manager before the project is finished," Majeska said.

See FISHBURN • 2

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 2

☐ PUBLIC HEARING

☒

RESOLUTION

☐ DISCUSSION

☐

BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐

CONSENT AGENDA

☐ Other:

SUBJECT: Resolution No's. 07-05-11

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 5-12-11

C. J. 2

Originating Department: Legal	Costs: \$1,040.00	Attachments Resolution No. 07-05-11
Department Review: <input checked="" type="checkbox"/> District Counsel <i>TO</i> <input checked="" type="checkbox"/> General Manager <i>C. J. 2</i> <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: RESOLUTION NO. 07-05-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF SIEGRIED & JOAN SCHOLZ FOR REMOVAL OF TWO TAX PARCELS FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND REFUNDING COLLECTED ASSESSMENT PAYMENTS AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE

This resolution will refund \$1040.00 in principal back to the property owners that they had paid.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

RESOLUTION NO. 07-05-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF SIEGRIED & JOAN SCHOLZ FOR REMOVAL OF TWO TAX PARCELS FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND REFUNDING COLLECTED ASSESSMENT PAYMENTS AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District has determined that the lots in Section 1 are unbuildable; and

WHEREAS, the Key Largo Wastewater Treatment District has no plans to sewer the lots in Section 1

WHEREAS, the Key Largo Wastewater Treatment District has determined to refund \$1,040.00 in collected assessments for the parcels in Section 1

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT;

Section 1.

PARCEL ID: 00492270-000000

AK NO. 1608483

PARCEL DESCRIPTION: RE-SUB SEASIDE PB2-10 KEY LARGO PT SQR 4 E-6/171 OR31-383 OR1027-2434/56/PROB/CASE #87-377-CP-12(JMH)OR1176-195D/C(CMS) OR1185-1305/06(JMH) OR1185-1308/09 OR1976-1347/49

PARCEL ID: 00492260-000000

AK NO. 1608475

PARCEL DESCRIPTION: RE-SUB SEASIDE PB2-10 KEY LARGO PT SQR 4 E-6/171 G-53/305-306 G-58/1-2 OR278-26C OR1027-2434/56/PROB/CASE #87-377-CP-12 OR1176-195D/C OR1185-1305/06 OR1185-1308/09 OR1976-1347/49

Section 2.

The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the lots designated above from the Key Largo Wastewater Treatment District 2009 No Ad-Valorem Assessment.

Section 3.

The Key Largo Wastewater Treatment District Board of Commissioners does hereby authorize the refund of \$1,040.00

Section 4.

APPLICABILITY AND EFFECTIVE DATE.

This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 17th DAY OF MAY 2011

This resolution is made in reliance upon information, representations, and documents provided by the owner of the Excluded Parcel. If, at some later date, the District determines that the information, representations, and documents contained false or misleading information material to the District's decision to designate the Tax Parcel as an Excluded Parcel, the District reserves the right, in its discretion, to revoke such designation, and to pursue all remedies at law and equity for injuries to the District caused by exclusion of the Tax Parcel.

If the District in its sole discretion later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District all direct and indirect costs and expenses, including, but not limited to, an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District.. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2009 non-ad valorem assessment.

I, _____, Siegfried Scholz do hereby accept this resolution and agree that it will be recorded in the Public Record.

State of _____ County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by

_____ who is personally known to me or who has produced

_____ as identification.

_____, Notary Public

I, _____, Joan Scholz. do hereby accept this resolution and agree that it will be recorded in the Public Record.

State of _____ County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by

_____ who is personally known to me or who has produced

_____ as identification.

_____, Notary Public

The foregoing RESOLUTION was offered by Commissioner _____,
who moved its approval. The motion was seconded by Commissioner
_____, and being put to a vote the result was as follows:

	AYE	NAY
Chairman Majeska	_____	_____
Commissioner Hammaker	_____	_____
Commissioner Brooks	_____	_____
Commissioner Tobin	_____	_____
Commissioner Higgins	_____	_____

The Chairman thereupon declared Resolution No. 07-05-11 duly passed and adopted the 17th day
of May 2011.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Chairman Majeska

ATTEST:

Approved to as to form and legal sufficiency

Carol Walker, District Clerk

District Counsel, Thomas M. Dillon

SEAL



BOARD OF COUNTY COMMISSIONERS

Mayor Heather Carruthers, District 3
Mayor Pro Tem David Rice, District 4
Kim Wigington, District 1
George Neugent, District 2
Sylvia J. Murphy, District 5



March 11, 2011

To: Key Largo Waster Wastewater Treatment District

RE: Siegfried F and Joan C Scholz, Real Estate #00492270-000000, Key Largo

As requested, the above-referenced lot has been reviewed for site conditions pursuant to current Monroe County Land Development Regulations (LDRs). The following information relates to the process for building a principal structure on this lot. All of the ROGO scoring categories and potential uses are not addressed in this letter.

Monroe County LDRs Section 118-4. - Wetland open space requirements states:

"No development activities, except as provided for in this chapter, are permitted in mangroves, freshwater wetlands and in undisturbed saltmarsh and buttonwood wetlands; the open space requirement is 100 percent."

Section 118-10 (4) *Mangroves, wetlands, and submerged lands* states:

"All structures developed, used or occupied on land classified as mangroves, wetlands or submerged lands (all types and all levels of quality) shall be designed, located and constructed such that:

- a. Generally, Only docks and docking facilities, boat ramps, walkways, water access walkways, water observation platforms, boat shelters, nonenclosed gazebos, riprap, seawalls, bulkheads, and utility pilings shall be permitted on or over mangroves, wetlands, and submerged lands, subject to the specific restrictions of this subsection..."

A review of the County's Geographic Information System (GIS) aerial maps and data, combined with a site visit reveal that the parcel is primarily mangrove and scrub mangrove (see attached Habitat Map). Given the setbacks required by the LDRs there does not appear to be enough upland area on the property to construct a principal structure.

This document is for informational purposes only. It does not assign or guarantee any development rights or the timing of such rights. The information contained herein is accurate as of the date of this correspondence and is subject to change.

If you have any questions, please do not hesitate to contact me at (305) 453-8800.

Sincerely,

Timothy Douma
Biologist, Environmental Resources



BOARD OF COUNTY COMMISSIONERS

Mayor Heather Carruthers, District 3
Mayor Pro Tem David Rice, District 4
Kim Wigington, District 1
George Neugent, District 2
Sylvia J. Murphy, District 5



March 11, 2011

To: Key Largo Waster Wastewater Treatment District

RE: Siegfried F and Joan C Scholz, Real Estate #00492260-000000. Key Largo

As requested, the above-referenced lot has been reviewed for site conditions pursuant to current Monroe County Land Development Regulations (LDRs). The following information relates to the process for building a principal structure on this lot. All of the ROGO scoring categories and potential uses are not addressed in this letter.

Monroe County LDRs Section 118-4. - Wetland open space requirements states:

"No development activities, except as provided for in this chapter, are permitted in mangroves, freshwater wetlands and in undisturbed saltmarsh and buttonwood wetlands: the open space requirement is 100 percent."

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A review of the County's Geographic Information System (GIS) aerial maps and data, combined with a site visit reveal that the parcel is primarily mangrove and scrub mangrove (see attached Habitat Map). Given the setbacks required by the LDRs there does not appear to be enough upland area on the property to construct a principal structure.

This document is for informational purposes only. It does not assign or guarantee any development rights or the timing of such rights. The information contained herein is accurate as of the date of this correspondence and is subject to change.

If you have any questions, please do not hesitate to contact me at (305) 453-8800.

Sincerely,

Timothy Douma
Biologist, Environmental Resources

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 3

- | | |
|--|--|
| <p><input type="checkbox"/> PUBLIC HEARING</p> <p><input type="checkbox"/> DISCUSSION</p> <p><input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM</p> <p><input type="checkbox"/> Other:</p> | <p><input checked="" type="checkbox"/> RESOLUTION</p> <p><input type="checkbox"/> BID/RFP AWARD</p> <p><input type="checkbox"/> CONSENT AGENDA</p> |
|--|--|

SUBJECT: Resolution No's. 08-05-11

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager C. J. R.

Date: 5-12-11

Originating Department: Legal	Costs: <u>\$ 780.00</u>	Attachments Resolution No. 08-05-11
Department Review: <input checked="" type="checkbox"/> District Counsel <u>TD</u> <input checked="" type="checkbox"/> General Manager <u>C. J. R.</u> <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: RESOLUTION NO. 08-05-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF KATHRYN MALONE FOR REMOVAL OF THREE TAX PARCELS FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND REFUNDING COLLECTED ASSESSMENT PAYMENTS AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE

This resolution also refunds \$780 in principal which was paid in by the property owners.

Resulting Board Action:

☒ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised

RESOLUTION NO. 08-05-11

A RESOLUTION OF THE BOARD OF COMMISSIONERS APPROVING THE REQUEST OF KATHRYN MALONE FOR REMOVAL OF THREE TAX PARCELS FROM THE 2009 NON-AD VALOREM ASSESSMENT; AND REFUNDING COLLECTED ASSESSMENT PAYMENTS AND PROVIDING FOR APPLICABILITY AND AN EFFECTIVE DATE.

WHEREAS, the Key Largo Wastewater Treatment District has determined that the lots in Section 1 are unbuildable; and

WHEREAS, the Key Largo Wastewater Treatment District has no plans to sewer the lots in Section 1

WHEREAS, the Key Largo Wastewater Treatment District has determined to refund \$780.00 in collected assessments for the parcels in Section 1

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COMMISSIONERS OF THE KEY LARGO WASTEWATER TREATMENT DISTRICT;

Section 1.

PARCEL ID: 00444680-000000

AK NO. 1544370

PARCEL DESCRIPTION: PALMA SOLA PB1-115 KEY LARGO LOT 12 SQR 11 OR280-529 OR2082-1409D/C OR2082-1410D/C OR2082-1412/13P/R

PARCEL ID: 00444670-000000

AK NO. 1544361

PARCEL DESCRIPTION: PALMA SOLA PB1-115 KEY LARGO LOT 11 SQR 11 OR280-529 OR2082-1409D/C OR2082-1410D/C OR2082-1412/13P/R

PARCEL ID: 00444760-000000

AK NO. 1544451

PARCEL DESCRIPTION: PALMA SOLA PB1-115 KEY LARGO LOT 20 SQR 11 OR280-529 OR2082-1409D/C OR2082-1410D/C OR2082-1412/13P/R

Section 2.

The Key Largo Wastewater Treatment District Board of Commissioners does hereby exclude the lots designated above from the Key Largo Wastewater Treatment District 2009 No Ad-Valorem Assessment.

Section 3.

The Key Largo Wastewater Treatment District Board of Commissioners does hereby authorize the refund of \$780.00

Section 4.

APPLICABILITY AND EFFECTIVE DATE.

This resolution shall take effect upon adoption by the Board of Commissioners.

RESOLVED AND ADOPTED THIS 17TH DAY OF MAY 2011

This resolution is made in reliance upon information, representations, and documents provided by the owner of the Excluded Parcel. If, at some later date, the District determines that the information, representations, and documents contained false or misleading information material to the District's decision to designate the Tax Parcel as an Excluded Parcel, the District reserves the right, in its discretion, to revoke such designation, and to pursue all remedies at law and equity for injuries to the District caused by exclusion of the Tax Parcel.

If the District in its sole discretion later provides Wastewater Service to an Excluded Parcel, the then-current owner(s) shall be required to pay to the District all direct and indirect costs and expenses, including, but not limited to, an amount fairly representing the special benefit that the Tax Parcel will receive, as determined by the District.. The undersigned understand and acknowledge that the amount charged at the time of later connection is expected to be significantly greater than the 2009 non-ad valorem assessment.

I, _____, Kathryn Malone do hereby accept this resolution and agree that it will be recorded in the Public Record.

State of _____ County of _____

The foregoing instrument was acknowledged before me this ____ day of _____, 2011, by

_____ who is personally known to me or who has produced

_____ as identification.

_____, Notary Public

The foregoing RESOLUTION was offered by Commissioner _____,
who moved its approval. The motion was seconded by Commissioner
_____, and being put to a vote the result was as follows:

	AYE	NAY
Chairman Majeska	_____	_____
Commissioner Hammaker	_____	_____
Commissioner Brooks	_____	_____
Commissioner Tobin	_____	_____
Commissioner Higgins	_____	_____

The Chairman thereupon declared Resolution No. 08-05-11 duly passed and adopted the 17th day
of May 2011.

KEY LARGO WASTEWATER TREATMENT DISTRICT

BY: _____
Chairman Majeska

ATTEST:

Approved to as to form and legal sufficiency

Carol Walker, District Clerk

District Counsel, Thomas M. Dillon

SEAL

KEY LARGO WASTEWATER TREATMENT DISTRICT
98880 OVERSEAS HWY, KEY LARGO, FL 33037
POST OFFICE BOX 491; KEY LARGO, FLORIDA 33037
PHONE (305) 453-5804 FAX (305) 453-5807

4/28/11

Please refund overpayment
for 2009 taxes less the
adjusted amount of
Atr 2010 taxes.



WWW.KLWTD.COM

2009 taxes were paid on-line.

Thank you,
K. J. Malone

*Terry - Blue ink
Ltr requesting
funds for money's
paid
w/copy of tax*

RE: Request for Exemption AK#1544370, 1544361, 1544451

MALONE KATHRYN J
P. O. Box 348
Howell MI 48844

Dear Property Owner:

The District has reviewed your property and determined that your lot is Tier 1 inaccessible and there are no plans to sewer your lot. You have the option to be excluded if you choose to be at this time.

However, if you opt out of the assessment now, and you or a subsequent owner later choose to obtain District wastewater service, the cost to obtain that service will be substantially greater than the amount of the current assessment.

If you choose to opt out of the current assessment, please complete the next page of this letter and have it notarized; return the completed and notarized document to the District Clerk.

In reliance on the certifications and statements of the undersigned, the District will forego its right to impose the non-ad valorem assessment on the excluded parcels.

The District will advise the Monroe County Tax Collector to remove the assessment(s) against the Excluded Parcel(s). The District has been advised by the Monroe County Tax Collector that upon receipt of such advice, the Monroe County Tax Collector will issue amended tax bills reflecting the removal of the assessment(s) from the Excluded Parcels. If the assessment(s) have already been paid, the District will take steps to refund the amount(s) received by the District to the then-current owner(s) of the Excluded Parcels. However, the District will not be obligated to refund any amounts charged by the Monroe County Tax Collector for collecting the assessment(s).

TAB 2

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 4

- | | |
|--|--|
| <input type="checkbox"/> PUBLIC HEARING
<input checked="" type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT AGENDA |
|--|--|

SUBJECT: Meeting date adjustment for the month of June 2011.

RECOMMENDED MOTION/ACTION:

Approved by General Manager _____
Date: _____

Originating Department: Commissioner Brooks	Costs: Funding Source:	Attachments:
Department Review: <input type="checkbox"/> District Counsel _____ <input checked="" type="checkbox"/> General Manager <u>CFF(cw)</u> <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____ <input type="checkbox"/> Operations Manager _____ <input checked="" type="checkbox"/> Commissioner Charles Brooks	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: The board is in a short time constraint regarding the development of duties responsibilities and goals in the replacement of Mr. Fishburn's GM position. I'm introducing this for discussion and approval if the board wishes to consider allowing more time for a comprehensive and thoughtful review of the perhaps new or different responsibilities including salary requirements for the GM position after June 1, 2011.

If time is a factor in establishing the above I am suggesting:

Month of June schedule: we finalize the GM items above on the on Wednesday, June 1, 2011. This would be a special call meeting being a single item the GM contract. And cancel the transition meeting which is scheduled for June 13, 2011. This item is provided as a stopgap if it is prudent or the direction of the Board in establishing a effective GM position.

Respectfully Submitted

by Commissioner Charles Brooks

6-1	Wed	Spec Call	
6-7	Tue	Reg Meeting	
6-13	Mon	Transition	Canceled
6-21	Tue	Reg Meeting	

Resulting Board Action:

☐ Approved
 ☐ Tabled
 ☐ Disapproved
 ☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 5

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

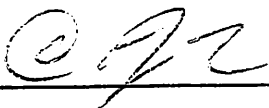
☐ Other:

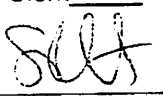
SUBJECT: Termination Procedure Policies

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-12-11



Originating Department: Commissioner Hammaker	Costs: Approximately Funding Source:	Attachments: Payments
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk 	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: Sample termination and related policies will be handed out at the meeting.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 6

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Update on Payroll Process

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-12-11

C. J. Z

Originating Department: Commissioner Hammaker	Costs: Approximately Funding Source:	Attachments: Payments
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <u>[Signature]</u> <input checked="" type="checkbox"/> Finance <u>52</u>	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk <u>[Signature]</u>	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background:

Payroll/Time Sheet/Vac Day/Contribution Information:

Time Sheets:

- Accounting Dept. receives weekly printed timesheets (timecards attached for hourly employees)
Time: 1.0
- Accounting Dept. obtains supervisor and general manager signatures, then copy all timesheets:
Time: 2.0
- Review for complete information: All weekly timesheets received, name on sheet, correct hours, and dates Time: 3.0
- List number of hours and class to charge (i.e. Admin, OP Plant, OP Field, OP Support, KLNC, KLSC)
Time: 2.5
- At end of month, tabulate total hours and distribution to specific class each employee Time: 3.0
- Holidays and Vacation: Update Vacation spreadsheet with earned and used hours and class to specific area. Time: 1.5

KLWTD Employee Payroll

(Emailed to Paychex near end of each month, 3-4 business days prior to payday)

This spreadsheet tracks each employee's pay rate and type (hourly vs. salary), gathered from timesheet totals

Accounting Dept. adds the amounts of regular hours and OT hours, additional pay for current month payroll, and cell phone reimbursement or MOD hours, and amount or percentage of 457(b) contribution. Time: 2.0 hours

Payroll Distribution Spreadsheet:

2 tabs:

- Distribution: The payroll figures come from Paychex (payroll amount, FICA, etc). Accounting Dept. manually enters: employee hours (distributed by class), payroll amounts, and withholding amounts
- Paychex Reconciliation: Accounting Dept. manually enters the totals from Paychex and Journal Voucher information Time: 10.0 hours

Contribution Date File:

1. 457B Contribution updated with monthly amounts per employee. File is uploaded to CDM at beginning of each month, as well as entered with journal voucher to Paychex. Time: 1.0
2. In QUICKBOOKS: Enter Journal Entry at approx 3rd-5th of each month, after deposit is confirmed in bank account Time: 0.50

Payroll Received: Disbursement of checks, review, Quickbooks entry

1. Fed-Ex envelope arrives from Paychex, review for accuracy, compare to online paychex data, hand out checks Time: 2.0
2. Enter bills (employee paychecks) into Quickbooks, based on info in Payroll Distribution spreadsheet and Paychex journal, dividing pay between accounts (Admin, OPS, KLNC, KLSC) and withholding: FICA, Medicare, Federal W/H, health insurance premiums, 457(B) Time: 3.5

3. Payroll checks , once “bill” entered into Quickbooks, go to Pay Bill, then assign appropriate Paychex check number. **Time: 0.75**
4. Reconcile Paychex journal with reconciliation tab on payroll distribution spreadsheet **Time: 2.5**
5. Journal Entry in QB: **Time: 0.75**

After all above is completed, finalize payroll.

TO FINALIZE PAYROLL: CREATE PACKETS:

- Copy Paychex Journal pages and Invoice page (not adjustment pages) (3 copies)
- Copy all time sheets (Make 1 copy for pending pymt file) – Darken copies to show red pencil lines
- KLWTD Employee Payroll spreadsheet
- Payroll Distribution spreadsheet, including Paychex Reconciliation tab
- Put all of above in 3 separate binder clips

CFO receives:

1 copy of above binder packets

- Additional pages to put in Paychex binder in CFO office: Original Paychex Journals, Payroll Distribution spreadsheet and printout of QB General Journal Entry for payroll, KLWTD Employee payroll spreadsheet (hours reported to Paychex), and Paychex reconciliation.
- 2nd packet copy is kept in corresponding Pending Payments folder. In this packet only, print out section of Payroll Distribution spreadsheet: rows 104-128, which is out of the regular print area. Add payroll figures to next Pending Payments report. **Total Finalize Payroll Time: 2.0**

Total Estimated Time per Month: 38.0

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 7

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Review of Paychex Services

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-12-11

C. J. A.

Originating Department: Commissioner Hammaker	Costs: Approximately Funding Source:	Attachments: Payments
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <i>C. J. A.</i> <input checked="" type="checkbox"/> Finance <i>SZ</i>	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____ <i>See</i>	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background:

Paychex HR Solutions – PEO Reference Manual

As a Paychex HR Solutions – PEO client, you will receive numerous benefits from the services provided by Paychex. As an essential partner, your HR representative will conduct a needs analysis using our HR Assessment tool to understand your business requirements and priorities. This will aid in developing a Calendar of Services outlining a strategy to deliver the services your business requires to meet your payroll, human resource, and benefit goals and objectives.

All Paychex HR Solutions – PEO clients have access to <http://www.paychex.com/paychex-hr-solutions>, which serves as a gateway to all employer and employee portals, newsletters, contact information, and other resources.

For your convenience, the *Paychex HR Solutions – PEO Reference Manual* gives you an overview of the services, seminars, and forms available for your use.

Your HR representative will guide you through this manual, introduce you to the services, and act as your resource for additional information. The manual is divided into five sections:

- Recruiting, Interviewing, and Selection
- Employee Benefits
- Managing Employees
- Managing the Workplace
- Employee Separation

Paychex HR Solutions – PEO can help you through all phases of the employee life cycle. Contact your HR representative if you need further information about any service listed herein, have questions regarding the forms, or need to request additional supplies.

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Recruiting, Interviewing, and Selection

Recruiting and hiring the best candidates for the job is critical to the success of a company. Paychex HR Solutions – PEO has several tools to assist your managers and supervisors in hiring the right people while complying with federal and state anti-discrimination laws.

Interviewing and Hiring Seminars

A vital step in the hiring process is to advertise and interview for the position. There are a number of federal and state laws to consider before you begin. Paychex HR Solutions – PEO offers two seminars to assist you with this process.

The **Avoiding Employment Discrimination** seminar explains which federal laws may apply to your company and steps you can take to assist with compliance. This seminar includes:

- Employment discrimination
- Federal anti-discrimination laws
- Common law tort theories
- Affirmative action plan
- Equal Employment Opportunity Commission (EEOC)
- Record retention

The **Hiring Practices** seminar will walk your managers and supervisors through the entire hiring process. This seminar includes:

- Federal regulations
- Steps for implementing the hiring process
- Interviewing dos and don'ts
- Sample interview questions
- Making a hiring decision
- Pre-employment testing

If you are interested in one or both of these seminars, contact your HR representative.

Job Descriptions

Paychex HR Solutions – PEO offers customized job descriptions.

Customized job descriptions are tailored descriptions of job requirements for specific positions within your company. Customized job descriptions may offer the following benefits:

- Ensure that both the employee and employer have a clear understanding of what is expected in a particular job
- Act as a tool for conducting performance appraisals
- Help to identify exempt vs. non-exempt status
- Identify the essential job duties and any physical requirements of the job (ADA requirements)

Contact your HR representative to request the *Custom Job Description Questionnaire*. It is recommended that you interview employees currently performing the job functions to complete the questionnaire. Your HR representative can provide you with an employee job analysis for the interview.

Pre-Employment Testing

Once an interview is completed, you may want to consider whether any pre-employment testing is necessary. Paychex has referral agreements with outside vendors that offer discounted prices on pre-employment drug testing and background checks.

Drug testing assists you in maintaining a drug-free workplace. By maintaining a drug-free workplace, you may reduce on-the-job injuries, employee absenteeism, employee tardiness, and accidents.

Background checks can help you establish consistent hiring practices. A pre-employment and post-offer background check can help you hire the best candidate for the position and avoid expenses associated with employee turnover. Additionally, by conducting background checks, you can help protect yourself from a negligent hiring claim.

You may choose from a variety of types of background checks including:

- Professional license and/or certification verification
- State and/or county criminal conviction records
- Social security number verification
- Education verification
- Motor vehicle records
- Employment verification
- Consumer credit reports

If you have questions regarding specific laws or regulations, or wish to obtain information about pre-employment testing services, contact your HR representative.

New Employee Orientation

A customizable presentation is available to assist you in developing and conducting a professional orientation program for your new employees.

Compensation Surveys

Many companies use compensation surveys to help establish wage levels and measure pay practices against those of other companies in similar industries. Compensation surveys generally provide data about various jobs based on position title, company size, geographical location, and industry. Some of the benefits of using compensation surveys may include:

- Improving recruiting effectiveness
- Determining geographical effects on pay levels
- Examining trends for pay planning purposes
- Pinpointing specific positions needing competitive pay adjustments

Contact your HR representative to order compensation surveys for the positions in your organization.

Forms

Paychex has a number of forms available to assist you with the interview and selection process. They include:

- Application for Employment
- Employment Interview Evaluation
- Employment Reference Checklist
- Job Offer Letter (Sample)
- Job Posting Notice (Sample)
- Telephone Screen Worksheet

This page intentionally left blank.

A comprehensive benefit package may help retain employees and increase morale. Paychex HR Solutions – PEO allows you to offer employee benefits on a competitive basis with larger companies. As a Paychex HR Solutions – PEO client, you may be eligible to offer Direct Deposit, a Premium Only Plan, an Employee Assistance Program, a Flexible Spending Account, a comprehensive Health and Benefits package, and Paychex Retirement Services Planning and Recordkeeping.

Direct Deposit

As a Paychex HR Solutions – PEO client, you may offer your employees a variety of pay options. Your employees may choose to receive paper payroll checks or have their pay deposited into their bank accounts or onto a debit card. The direct deposit service allows employees to have their pay, or a portion of their pay, deposited into savings or checking accounts. Your employees will benefit from the direct deposit service in the following ways:

- Saves the time and cost involved in cashing or depositing paychecks
- Paychecks are deposited each payday without delay
- Total pay can be separated between different savings and checking accounts, as well as payroll cards
- Eliminates the danger and inconvenience of lost or stolen checks

Paychex supports two debit card programs:

- The JP Morgan Chase Pay Card Plus debit card. The information and application for the debit card are provided to the employer for distribution.
- The PreCash Vision Select Visa prepaid card. With your permission, this card is offered directly to the employee.

Premium Only Plan

If your company offers the group health insurance(s) provided by Paychex HR Solutions – PEO, the employee's portion of the premium cost may be taken on a pretax basis under a Premium Only Plan (POP). The PBS Flexible Benefits Plan allows eligible employees to pay their portion of premiums for group health, dental, and vision insurance on a pretax basis. Eligible employees can pay their portion of premiums for life insurance on a post-tax basis. This plan is an immediate employee benefit that can differentiate your company from competitors and result in greater employee retention. Premium contributions are automatically deducted from your employees' salaries before taxes are taken out. Taxable income is reduced by the amount contributed, which can result in more take-home pay for employees and lower payroll taxes for employers.

As a Paychex HR Solutions – PEO client, you will receive the following administrative services from the Paychex Section 125 department:

- Online access to Summary Plan Description, Plan Document, and Adoption Agreement
- Performance of nondiscrimination testing to assist you in maintaining plan compliance

Your HR representative will review your nondiscrimination testing results with you periodically to ensure your plan is in compliance.

BalanceWorks®, Employee Assistance Program, and Work/Life Benefit

Troubled employees may have more absences, excessive health benefit utilization, less productivity, and more accidents. As a Paychex HR Solutions – PEO client, you can offer your employees assistance.

BalanceWorks is an enhanced work and family life benefit. Paychex Business Solutions, Inc., contracts with Employee Network, Inc., a national provider of Employee Assistance Program (EAP) services, to provide you and your employees with prepaid and confidential services including:

- **EAP.** An EAP is a company-sponsored program designed to alleviate and, if possible, eliminate workplace concerns caused by personal problems. EAP provides an early intervention system to help employees resolve problems by offering support referrals, counseling, or treatment services.
- **Personal Assistant Benefit.** A personal assistant can help your employees address day-to-day responsibilities and major life events, such as parent and child care, entertainment arrangements, resources for seniors, and travel arrangements.
- **Prescription Drug Discount Card.** Employees, and any dependent member of the employee's household, can use this card to get discounted pricing on commonly used prescription drugs that are not covered under an HMO, co-pay prescription plan, or managed care program. The card is accepted at participating pharmacies nationwide.
- **Online Education and Reference Information.** BalanceWorks provides employees with Web access to self-paced e-learning courses on personal and professional topics, as well as informational articles about life and health issues.

Your HR representative will conduct an orientation about BalanceWorks services for your employees and management team, which includes the following:

- **Benefit Awareness.** A promotional program and employee orientation video are presented to enhance awareness.
- **Around-the-Clock Availability.** A toll-free number (1-800-327-2255) provides 24-hour access to a licensed mental health professional.
- **Prepaid Counseling.** The program includes up to three prepaid, confidential counseling sessions with a licensed mental health professional. Services are available to employees and immediate family members.
- **National Treatment Provider Services.** BalanceWorks has established a national network of EAP-licensed counselors.
- **Quality Care.** A licensed case manager will review the EAP counselor's assessment and treatment plan and provide a second opinion.
- **Supervisory Support System and Performance Management Training.** This service provides resources and consultation for any supervisor considering the referral of an employee to EAP.
- **Legal Referral.** Employees receive a free phone consultation with a specialized lawyer (for example, real estate, family law, and adoption) and discounts for subsequent sessions.
- **Critical Incident Stress Debriefing.** If a traumatic event occurs in the workplace, EAP can visit your business to conduct one-on-one or group counseling sessions.

BalanceCare

This health advocacy service provides a participant call line that may assist your employees with care coordination, claims assistance, health motivation, and benefit information and support.

Paychex HR Solutions – PEO will also provide you with quarterly posters to remind your employees of this important benefit. For more information on the services provided, refer to **www.eniweb.com**. Click on **MEMBER LOG IN** and type **PBS220** in the **Company ID** box to log into the Web site.

Flexible Spending Account

The Flexible Spending Account (FSA) is a budgeting tool that allows employees to pay out-of-pocket health and dependent care expenses with pretax dollars, similar to a POP. An FSA helps increase employee take-home pay while also decreasing employer payroll taxes. Paychex handles all of the complex and time-consuming details of the plan, including setup, compliance, claims processing, and claims reimbursements.

Sample expenses covered by an FSA include:

- Health insurance deductibles and co-payments
- Eye exams, glasses, contact lenses, and contact solutions
- Prescribed drugs and medicine
- Hearing aids
- Annual physicals
- Physical therapy
- Dental checkups
- Smoking cessation

In addition, Paychex offers an FSA debit card that allows participants to avoid paying for eligible expenses out of pocket. In most cases, receipts are not required to be sent to Paychex after purchase, but should be maintained by the participant.

Paychex Retirement Services Planning and Recordkeeping

A 401(k) plan, with regular, convenient payroll deductions, is the most common method for individuals to invest in their retirement future. As a Paychex HR Solutions – PEO client, you may choose Paychex and its partnering investment providers to work with you to design a well-balanced approach that helps meet your employees' investment and retirement goals. This includes:

- Flexible design options, including traditional 401(k), safe harbor, profit sharing, SIMPLE IRA, Roth contributions, and the new comparability option.
- Plan and participant-level guidance from GuidedChoice®, an industry expert in retirement plan investment advice, with continuous monitoring and benchmarking of funds for optimum performance and quarterly due diligence reporting.
- Thousands of funds from major fund families, trustee services, and the protection of a named fiduciary that helps select the best funds for your plan.
- Flexible approaches to picking and monitoring funds, including the option to work with your local investment professional.
- A seamless process that minimizes your administrative burden including payroll deductions and deposit of funds into participant accounts.

Employee Discount Program

Paychex has partnered with Working Advantage, LLC, to provide you and your employees with discounted products and services such as Broadway theater tickets, theme parks, movie rentals, and much more!

- **Shopping.** Working Advantage, LLC, has teamed with some of the most respected online vendors in the country to bring you excellent discounts on apparel, accessories, books, music, electronics, flowers, and more.
- **Entertainment.** Save on movie tickets, museums, zoos, and other attractions. Working Advantage, LLC, can save you and your employees up to 40% off the regular ticket price.
- **Advantage Points.** Earn rewards while you save. Look for the Advantage Point symbol when you purchase online at www.workingadvantage.com and earn points that may be redeemed for a variety of products.

Ask your HR representative for the Working Advantage, LLC, flyer with detailed instructions about getting started.

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Once the hiring decision is made and the candidate accepts the offer, you will need to gather and maintain information about each employee to help keep your business compliant with federal and state laws. Paychex HR Solutions – PEO may be able to assist you in managing your employees by providing tools to communicate job responsibilities and workplace policies. By creating and maintaining appropriate and timely employee records, you will have documentation to help support your company in a wide range of personnel actions or decisions.

Employee Handbooks

An employee handbook is a written description of your company's policies that serves as a reference guide for employees, supervisors, and managers. Paychex HR Solutions – PEO provides you and your staff with employee handbooks developed from written policies that are reviewed semiannually by outside labor attorneys for compliance with state and federal employment statutes then in effect. For your convenience, employee handbooks are also available in Spanish and in an electronic format.

The handbook policies are divided into five major categories:

- The Way We Work
- Your Pay and Progress
- Time Away from Work and Other Benefits
- On the Job
- Safety in the Workplace

Your HR representative will conduct a presentation to introduce the handbook to your employees.

Paychex HR Solutions – PEO will also assist you in maintaining your employee handbook by providing updates when there are changes in state or federal labor and employment statutes that affect the policies.

Effectively Managing Employees Seminar

Managers may foster employee retention by improving overall job satisfaction. Losing good employees affects both productivity and morale. By effectively managing employees, supervisors and managers can make a positive difference in the organization. This seminar will assist supervisors and managers by:

- Identifying their management style
- Determining expectations and work styles
- Assessing how management style impacts employees
- Teaching effective communication skills
- Identifying tools employees need to be successful
- Providing tips for effective management

If you are interested in participating in this seminar, contact your HR representative.

Managing Effective Teams Seminar

Managing a team of employees requires a different set of skills than managing individual employees. This seminar is designed to help supervisors and managers better direct their work groups. During this highly interactive session, participants will:

- Identify teams
- Assess individual team members
- Assess their team as a whole
- Learn skills for managing the team
- Learn resources that may be utilized for additional assistance

If you are interested in participating in this seminar, contact your HR representative.

Performance Appraisals Seminar

A **Performance Appraisals** seminar is also available to Paychex HR Solutions – PEO clients. This seminar includes:

- Potential litigation concerns
- Communicating performance standards
- Preparation and common errors
- Conducting a performance appraisal

If you are interested in participating in this seminar, contact your HR representative.

Employee Discipline

As an employer, there may be times when you must discipline an employee. Supervisors should be trained and prepared to take the necessary steps of progressive discipline, including written documentation of all corrective action. This documentation can be invaluable should an employee file charges with a state or federal agency as a result of a workplace incident.

In addition, the **Effective Employee Discipline and Termination** seminar is available for your managers and supervisors. This seminar includes:

- Progressive discipline
- Disciplinary procedures
- Documentation
- Legal issues
- Termination meeting
- Exit interviews
- References

If you are interested in participating in this seminar, contact your HR representative.

Forms

Paychex has a number of forms available to assist you with managing and building employee documentation, including:

- Change in Personal Data
- Employment Eligibility Verification, Form I-9
- Employee Information Form
- Employee's Withholding Allowance Certificate, Form W-4
- Orientation Checklist
- Performance Appraisals
- Record of Verbal Warning
- State Income Tax Withholding Certificates
- Written Warning

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In today's business environment, it is difficult to run your company and simultaneously handle all the administrative details of the workplace. Your Paychex HR Solutions – PEO resource team can offer you assistance and expertise. In addition to the comprehensive payroll package you receive as a Paychex HR Solutions – PEO client, Paychex also helps keep your workplace in compliance with federal and state regulations.

Payroll Services

Paychex HR Solutions – PEO provides comprehensive payroll and payroll tax solutions for your business. We simplify and consolidate recordkeeping for payroll and administrative services while reducing operating costs. Payroll services include:

Payroll Processing

You provide your payroll information (hours, wages, any other remuneration, and adjustments) to Paychex by phone or electronically. Paychex calculates and produces your payroll checks. Paychex also produces payroll reports; performs payroll-related recordkeeping, audits, inquiries, and verification; monitors and implements tax law changes; remits payroll withholding taxes based on state and federal requirements; and processes and electronically files year-end Forms W-2 and W-3.

Flexible Pay Package

- **Direct Deposit.** Paychex initiates electronic transfers of wages into employees' checking, savings, payroll card, or credit union accounts.
- **Readychex®.** Paychex makes one withdrawal from your bank account each pay period to cover all payroll checks. Employees' checks are then drawn on a Paychex bank account and signed by an officer of Paychex.

Paychex Online

- **Internet Report Service.** Receive your payroll reports through the Internet.

New Hire Reporting

Each pay period, Paychex electronically notifies the appropriate government agencies of your new employees and provides you with documentation for your records.

Benefit Time Reporting

This tracking tool records your employees' time away from work including vacation, sick, and personal time taken.

Garnishment Payment Service

You provide your payroll specialist or HR representative with copies of all garnishment court orders, and Paychex deducts mandated employee funds and transfers monies to the proper agency.

Non-Harassment

As an employer, it is your responsibility to ensure that the workplace is safe and free of discrimination against any employee on any legally recognized basis including, but not limited to, race, age, color, religion, sex, national origin, disability, or veteran status. Paychex HR Solutions – PEO offers seminars to assist you in educating your managers, supervisors, and employees about non-harassment and violence in the workplace. Below is an overview of each seminar.

Non-Harassment and Workplace Violence for Employees

- Types of harassment
- EEOC's definition of sexual harassment
- Recognizing harassment
- Examples of conduct that may be unlawful
- Identifying potential harassment
- Employees' responsibilities
- Complaint procedures
- No retaliation
- Workplace violence defined

Non-Harassment and Workplace Violence – Managers and Supervisors

- Types of harassment
- EEOC's definition of sexual harassment
- Recognizing harassment
- Examples of conduct that may be unlawful
- Identifying potential harassment
- Employees' responsibilities
- Complaint procedures
- No retaliation
- Workplace violence defined
- Key elements of investigation procedures
- Discussion questions

Preventing Violence in the Workplace for Employees

- Workplace violence defined
- Potential reasons for violence
- Common warning signs
- Employee responsibilities
- Conflict resolution

If you are interested in participating in these seminars, contact your HR representative.

Time and Attendance Solutions

Paychex time and attendance solutions bring productivity, accuracy, and reliability to the payroll process. Time spent compiling time sheet information is minimized, employees have an incentive to be present during assigned work periods, and company pay policies are applied uniformly. These computer-based time and attendance systems are available in multiple configurations that meet a variety of performance requirements for small- to medium-sized businesses.

If you are interested in learning more about this service, contact your HR representative.

Americans with Disabilities Act Seminar

The purpose of this seminar is to educate managers and supervisors about the basic requirements of the Americans with Disabilities Act, and help employers understand their role in the recruitment and employment of individuals with disabilities. This seminar includes:

- An overview of the Americans with Disabilities Act
- Definition of key terms
- Enforcement
- Steps employers should consider
- Resources for additional information

If you are interested in participating in this seminar, contact your HR representative.

“Riding the Wave ... Change Management for Your Organization”

Change is everywhere and can have a positive influence on our lives, depending on how we approach it. During this training, you will define change and the process for managing it. The “Riding the Wave” metaphor describes how the process of change management can feel; with proper planning and implementation, it can be a smooth ride. However, even the slightest shift can cause a wave to crash. Through this seminar, you will come to look at the changes that affect you in a different light and begin to understand how to “ride the wave of change.”

If you are interested in participating in this seminar, contact your HR representative.

Conducting Workplace Investigations Seminar

As an employer, it is your responsibility to ensure employee complaints are reviewed and thoroughly investigated. This seminar will assist you with the details of conducting workplace investigations. The following topics are included in this seminar:

- Purpose of investigation
- Planning and techniques of investigation
- Interviewing involved parties and witnesses
- Analysis and determination
- Action and follow up
- Summary report

If you are interested in participating in this seminar, contact your HR representative.

Diversity

Today's workforce is becoming more and more diverse. Diversity among workers ranges from cultural differences (for example, race, religion, national origin) to workplace differences (for example, educational background, skill levels, job duties). Understanding diversity means recognizing and understanding individual differences and drawing on individual strengths to improve the organization's morale, productivity, service, and profits.

Workplace Diversity seminars are available to provide an understanding of diversity, benefits of diversity, and tools for managing diversity in the workplace through group discussions and activities.

Employee Seminar

- Program goals
- Diversity defined
- Cultural competence
- Equal Employment Opportunity
- Benefits of workplace diversity
- Tools for understanding
- The F.A.I.R. way to manage diversity

Employer Seminar

In addition to the topics addressed in the employee seminar, the employer seminar also discusses:

- Legal implications
- Managing and promoting diversity

If you are interested in participating in this seminar, contact your HR representative.

Conflict Resolution Seminar

This seminar can help employers to:

- Raise awareness about workplace conflict
- Deal with conflict on their teams

The training can also be delivered to employees to help them understand conflict in the workplace and how to overcome conflicts they are likely to encounter on a day-to-day basis. Seminar topics include:

- Definition of conflict
- Identifying types and causes of conflict
- Positive and negative consequences of conflict
- Stages of conflict
- Conflict management styles
- Moving from conflict to problem resolution

Safety and Loss Control Services

As an employer, it is your responsibility to ensure that you are maintaining a safe working environment for your employees. As a Paychex HR Solutions – PEO client, you partner with a team of professionals dedicated to workplace safety. The Paychex Safety and Loss Control department can answer your concerns regarding compliance with federal and state OSHA regulations, safety management, and employee training. The following are specific services available to assist you in your employee safety management efforts.

Federal and State Employee and Health Compliance

Whether your business falls under federal or state employee safety and health laws, Paychex can help you understand your responsibilities. Your safety and loss control representative will help you identify the standards applicable to your business and can answer your specific questions. Your representative will also assist you in the development, review, or revision of a mandatory written program; provide training on an array of safety and OSHA compliance topics; and help you create auditing checklists and procedures to assess compliance.

Maintaining Employee Safety and Health

Regardless of business type, all employers are concerned about balancing the well-being of their employees with the necessity of controlling expenses. An effective safety and health program can help reduce the number of workers' compensation claims, which helps control your insurance premiums, and can protect your employee resources. It also lessens the risk of costly citations for non-compliance with federal or state safety laws. A well-run safety program can also improve employee morale, which can increase worker productivity, enhance work quality, and reduce turnover.

Paychex Safety and Loss Control can assist you in developing a safety management plan to include:

- Employee safety policies
- Supervisor safety management responsibilities
- Accident reporting and investigation procedures
- Safety inspection procedures, checklists, and committees

Workers' Compensation

Directions about injury and illness reporting are included in the material at the back of this manual for clients covered under the Paychex HR Solutions – PEO Workers' Compensation policy. Clients who retain their own policies must obtain instructions for handling injuries from their carriers. Paychex Safety and Loss Control may be able to help you review your claims to identify the underlying causes of the claim incidents and develop a specific plan to address them. Questions about workers' compensation claims, loss ratios, or experience modifiers should be referred to your safety and loss representative.

Employee Safety and Health Training Media

Paychex Safety and Loss Control maintains a library of PowerPoint training topics, safety handouts, and training CDs to facilitate training your employees. When a specific employee safety training issue arises, contact your safety and loss control representative for assistance. Additionally, your safety and loss control representative can provide appropriate safety handouts that remind employees of specific hazards and, in many cases, reinforce the information provided in employee training. Contact your safety and loss control representative for more information.

Trusted Partnerships

Paychex has negotiated Trusted Partnerships pricing for add-on services at very reasonable prices.

- **DirectAccess®**. This is a confidential, anonymous, and secure third-party service that allows employees to report any kind of inappropriate or illegal behavior.
- **BalanceWorks® Relocation Service**. This service provides a relocation expert to employees to help facilitate a smooth relocation. Relocation experts provide, at the employee's request, a comprehensive, in-depth document that helps them make informed decisions with less effort. Examples of requested information include moving companies, school district information, child care options, pediatrician/physician listings, banks, hospitals, etc.
- **BalanceHealth®**. This is a corporate wellness program, developed with the medical expertise of Duke University, to help employees effectively take control of their health. It provides awareness and education, wellness planning, and wellness coaching as a resource for employees to develop a plan toward a healthier lifestyle.
- **BalanceWorks® Employee Survey Services**. This service provides clients with instructions to complete online surveys with confidential, third-party processing.

We are adding new services all the time. Please contact your HR representative for a complete list.

Additional Seminars for Managing the Workplace

Communication Skills Seminar

The purpose of the **Communication Skills** seminar is to help managers, supervisors, and employees communicate more effectively with each other. The seminar aims to help make the participants more aware of themselves and how others see them.

Customer Service Seminar

Whether employees deal with internal or external clients directly or indirectly, the interaction they have with others impacts how your organization is perceived and the ability of individuals to perform their job. This seminar focuses on key elements of providing great customer service that will help improve performance, create a more enjoyable work environment, and improve your company's reputation. All of these factors can help lead to increased profits and customer loyalty. This seminar outlines the following objectives:

- Identify your customers (internal vs. external)
- Realize the value of a client
- Define customer service
- Understand key elements of poor service vs. great service
- Recognize barriers to good customer service
- Review a communication model
- Identify what you can do to provide customers with excellent service

Business Ethics Seminar

The **Business Ethics** seminar is designed to educate managers, supervisors, and employees about the basics of ethics in the workplace. The goal is to help organizations increase productivity, reduce expenses due to employee theft (of materials and time), and protect the company's reputation in the community. Upon completion of this seminar, participants should be able to define ethics, recognize unethical behavior, understand an employer's responsibility to create and maintain an ethical workplace, understand an employee's responsibility to act ethically in the workplace, and identify unethical business practices.

Fair Labor Standards Act Seminar

As an employer, it is your responsibility to ensure that, if covered, you are in compliance with the Fair Labor Standards Act (FLSA). The FLSA is a federal law that was enacted in 1938 in an effort to protect workers and to promote full employment. The **Fair Labor Standards Act** seminar is available to assist you with the details of the FLSA. This seminar includes:

- Who is covered
- Exempt vs. non-exempt status
- Hours worked, minimum wage, and overtime
- Deductions from wages
- Child labor
- Posting/recordkeeping requirements
- Penalties for non-compliance
- Preventative measures

Family and Medical Leave Act Seminar

As an employer, it is your responsibility to ensure that, if covered, you are in compliance with the Family and Medical Leave Act (FMLA). The FMLA is a federal law enforced by the U.S. Department of Labor (DOL). The Act was designed to help employees balance work and family responsibilities by allowing them to take reasonable, unpaid leave for certain family and medical reasons. The law also seeks to accommodate the legitimate interests of employers and promote equal employment opportunity for men and women. The **Family and Medical Leave Act** seminar is available to assist you with the details of the FMLA. This seminar includes:

- Overview of FMLA
- Who is covered
- Leave entitlement
- Return to work
- Notice requirements and medical certification
- FMLA and other leaves
- Recordkeeping requirements
- Enforcement

Strategic Planning Seminar

For businesses to grow and survive, the employer must have a plan in place. Knowing where your organization is today and where you want to be in the future, as well as how you plan to get there, is key to success. This seminar, designed for business owners and decision makers, addresses:

- Life cycles of organizations
- Functions of a small business
- The definition of strategic planning
- Writing mission and vision statements
- The role of owners, managers, and employees in the strategic planning process

Top 10 HR Issues Seminar

The **Top 10 HR Issues** seminar provides you with a high-level overview of the top 10 human resource-related issues experienced by our clients. This seminar addresses:

- Hiring practices
- Fair Labor Standards Act
- Employee handbooks
- Harassment in the work place
- Family and Medical Leave Act
- Workers' compensation
- Employee discipline and termination
- Protected activities

If you are interested in participating in these seminars, contact your HR representative.

Poster Kits

As an employer, you are required to display mandated posters in your business locations where they are easily accessible to both employees and applicants. Paychex offers an **All-In-One State and Federal Poster Kit**, which includes mandated state and federal posters. Updates are provided as state or federal posting requirements change. Federal postings include the following (state-specific postings may vary):

- Notice of Rights Under the Family and Medical Leave Act (for employers with 50 or more employees)
- Employee Polygraph Protection Act Notice
- Job Safety and Health Protection (OSHA)
- Federal Minimum Wage
- Consolidated Equal Employment Opportunity
- Your Rights Under the Uniformed Services Employment and Reemployment Rights Act (USERRA)

HR Update

Paychex HR Solutions – PEO clients receive *HR Update*, a quarterly electronic newsletter containing articles about human resource issues, general safety topics, and applicable regulatory developments. Clients receive an e-mail notification when a new issue is released. The e-mail includes a link to the latest issue of *HR Update*.

Forms

A number of forms are available to assist you with managing the workplace, including:

- Absentee Record
- Auto Mileage Reimbursement Voucher
- Certificate of Insurance Request Form
- Employee Incident Report
- FMLA Forms
- Payroll Deduction Authorization
- Position/Rate Change Form
- Request for Leave of Absence
- Request for Time Off
- Speciality Risk Services Injured Worker's First Fill Prescription Information Sheet
- Time Card Exception Report
- Weekly, Biweekly, and Semimonthly Time Sheets
- Workers Compensation Treatment Form

Employee Separation

At times, it may become necessary for an employee to leave your company either voluntarily (resignation) or involuntarily (discharge, layoff). Any time an employee is leaving your company, you should discuss the situation with your HR representative. Your HR representative may be able to provide information to assist you with the process to minimize your company's risk to unemployment claims and/or litigation.

In addition to the consultation that you will receive from your HR representative, you may have access to two additional services to assist you when employees leave your company: COBRA Administration and State Unemployment Insurance Service.

COBRA Administration

The Consolidated Omnibus Budget Reconciliation Act of 1986 (COBRA) deals with several employee benefits issues, but has been mainly associated with the continuation of coverage requirements for group health plans. This law contains the right for employees and covered beneficiaries to temporarily continue health coverage at group rates when they lose that coverage due to certain qualifying events.

COBRA Administration is provided to clients who participate in the PEO-provided Health and Benefits products. Contact your HR Representative for more information.

State Unemployment Insurance Service

The State Unemployment Insurance Service (SUIS) benefits clients by relieving them of the time, work, and cost involved with unemployment administration. Clients also have the potential to minimize tax rates using this service, which includes:

Unemployment Compensation Management

This service provides prompt responses to unemployment claims, determinations, and benefit audits. In addition, Paychex may provide assistance with appeal hearing preparation.

Toll-Free Help Line

This service allows clients to notify Paychex as soon as an employee is terminated. Termination paperwork should be sent to your payroll specialist immediately, along with necessary documentation.

Your HR representative will assist you with the completion of the Record of Address authorization and the state Power of Attorney form (if applicable) to initiate SUIS. If you begin doing business in another state after starting SUIS, contact your HR representative.

Fax a completed Employee Change/Termination Form, which is located on the Paychex Web site and is also available from your HR representative, to your payroll specialist.

Note: If your state sends unemployment claims directly to you, please fax them to a SUIS representative immediately at 585-654-3111.

Reduction-In-Force

Conducting a reduction-in-force (RIF) is never easy. Emotions run high for all parties involved and the entire workforce feels the impact. Paychex HR Solutions – PEO offers a career continuation manual and seminar to aid employers during this difficult time.

Career Continuation/Outplacement Manual

A half-to full-day career continuation seminar is available for individuals who lose their jobs due to an RIF. Participants will receive a *Career Continuation/Outplacement Manual* providing resources for a successful career search after transitioning out of the organization. Individuals have an opportunity to assess their current skills and abilities, what they have accomplished thus far, and where they would like to go with their careers. The manual provides worksheets, sample résumés, and letters to aid participants in their career searches.

Forms

A number of forms are available to assist you with the termination process. They include:

- Absentee Record
- Employee Change/Termination Form
- Exit Interview Form
- Letter of Resignation

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 8

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Action

SUBJECT: Wild Bird Sanctuary


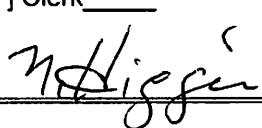
RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager

Date:

5-12-11



Originating Department: Commissioner Higgins	Costs: Funding Source:	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering____ <input type="checkbox"/> Clerk____ 	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: Commissioner Higgins would like to discuss an exemption for the Wild Bird Sanctuary.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised6

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 9

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Hiring Document Alternative Policies

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-12-11

Originating Department: Commissioner Hammaker	Costs: Approximately Funding Source:	Attachments: Payments
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk	Advertised: Date: Paper: <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: Sample termination and related policies will be handed out at the meeting.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation

TAB 3

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 10

- [] PUBLIC HEARING [] RESOLUTION
 [] DISCUSSION [] BID/RFP AWARD
 [X] GENERAL APPROVAL OF ITEM [] CONSENT AGENDA
 [] Other:

SUBJECT: Pending Payments Schedule

RECOMMENDED MOTION/ACTION: Approve Pending Payments schedule contingent upon availability of funds.

Approved by General Manager

C. J. 2

Date:

5-12-11

Originating Department: Finance	Costs: Funding Source: Acct. #	Attachments: Pending Payments Schedule
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <i>C. J. 2</i> <input checked="" type="checkbox"/> Finance <i>C. J. 2</i>	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required
	All parties that have an interest in this agenda item must be notified of meeting date and time. The following box must be filled out to be on agenda.	Yes I have notified everyone _____ or Not applicable in this case _____: Please initial one.

Summary Explanation/Background:

Pending Payments schedule for Board review and approval contingent upon availability of funds.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised



Key Largo Wastewater Treatment District

Pending Payments 5/17/2011

Prepared by: Connie Fazio 5/12/2011

CONSOLIDATED CASH BALANCE FORWARD

\$ (6,181,792.63)

Administration & Operations

Cash Balance A&O Account Forward	\$	117,308.05
Plus:		
Misc Service Charges	\$	3,160.00
Wastewater Service Revenue	\$	135,024.32
Total Revenue	\$	138,184.32

Less: Administration

Bryant Answering Service: May 2011 Answering Service	\$	83.00	Paid
Monroe County School District: Bus Transportation for Student Tour of Plant	\$	116.00	Paid
Comcast: Internet Service	\$	159.85	Paid
Toshiba Business Solutions: Color Copies	\$	168.13	Paid
Dean Weismantle: Cleaning Service: District Office	\$	180.00	Paid
Toshiba Financial Services: Black & White Copies	\$	338.43	
Richard Raines Cabinets: Remaining Balance - Cabinets for Repair of Sound Drive	\$	506.50	
The UPS Store: 30 Day Certified Letter Mailing: Final Pymt for April Mailing	\$	848.17	Paid
Rebecca Orozco: Tuition Reimbursement Masters Degree Program: Summer 2011	\$	1,390.69	Paid
Public Resources Management Group: Project #1161-07	\$	2,263.20	
Sante Acquisitions LLC: District Office Rent	\$	2,611.25	Paid
Hicks-Richardson Associates: Lobbyists	\$	3,380.00	

Paid as of 5/13/11:

Less: Shared Expenses

Federal Express: Shipping	\$	144.58	Paid
Office Depot: Supplies	\$	167.20	Paid
Unifirst: Employee Clothing	\$	286.84	Paid
Keys Sanitary Service: Trash Service	\$	491.56	Paid
Sprint/Nextel: Wireless Service	\$	603.69	Paid
Bank of America: Credit Card Purchases	\$	6,795.63	
Paychex Administrative Fees	\$	1,589.34	Paid
Group Health Fees	\$	4,857.76	Paid
Staff Salaries Including Benefits	\$	89,080.36	Paid

Less: Operations

Joe Williams: Expense Report: Workboot Reimbursement	\$	25.87	Paid
Richard Sante: Property Maintenance: Vac Stations	\$	500.00	Paid
Napa Auto Parts: Supplies	\$	227.42	Paid
Sunshine State One Call of Florida: Monthly Assessment Billing: April 2011	\$	304.54	Paid
Pronto Delivery: Courier Service: Samples to US Water	\$	450.00	Paid
KLI True Value: Supplies	\$	481.70	Paid
USA Bluebook: Supplies	\$	760.23	Paid
Sanders Laboratories: Lab Testing	\$	804.00	Paid
Orison: Odor Neutralizer: 55 Gallon Drum	\$	1,044.45	Paid
SimplexGrinnell: Repair Fire Alarm System	\$	1,226.92	Paid
Shell Fleet: Vehicle Fuel	\$	1,656.02	Paid
FKEC: Electricity: Vac Station D	\$	2,077.05	Paid
FKEC: Electricity: Vac Station E	\$	2,418.45	Paid
FKEC: Electricity: Vac Station A	\$	2,558.38	Paid
Weiler Engineering: Engineering Design and Services	\$	3,430.40	
Dumont Company: Chemicals	\$	5,390.00	Paid

Sub-total Invoices \$ 139,417.61

(1,233.29)

Cash Balance A&O Account If All Paid \$ 116,074.76

South Components

Cash Balance KLSC Account Forward \$ (7,118,021.58)

Plus: BB&T Loan: Draw #7 \$ 3,696,856.94
\$ 3,696,856.94

Less:

Dean Weismantle: Cleaning Service: Vac Station I	\$	80.00	Paid
Mark Weis: Expense Report: Mileage Reimbursement: 4/1-4/29/11	\$	91.70	Paid
Tim Bricker: Expense Report: Mileage Reimbursement 4/18-4/29/11	\$	275.40	Paid
Sprint/Nextel: Wireless Service	\$	298.63	Paid
Kevin Champion: Expense Report: Mileage Reimbursement: 4/26-5/6/11	\$	309.06	Paid
Florida Utility Trailers: Return of Utility Trailer: Vac Station JK	\$	384.60	Paid
Mike Dempsey: Expense Report: Mileage Reimbursement: 4/24-5/9/11	\$	387.09	Paid
FKEC: Service Poles for Meters: W, B & Nod: N. Corner of 104 Tweedy Pie Terr.	\$	500.00	Paid

FKEC: Service Poles for Meters: W, B & Nod: N. Intersection Humpty/Bow Peep	\$	500.00	Paid
Ted Beighey: Expense Report: Mileage Reimbursement: 3/29-4/22/11	\$	516.12	Paid
Cottrell Welding and Fabrication: Stand/Frame for Vac Pum Skid: Vac Station K	\$	540.00	Paid
Cottrell Welding and Fabrication: Raise Manhole Cover in Bike Path per FDOT	\$	600.00	Paid
Richard Sante: Property Maintenance: Tree Damage Repair	\$	600.00	Paid
Chuck Grubb: Expense Report: Mileage Reimbursement: March 21-May 6, 2011	\$	648.72	Paid
Beach House Gardens: Final Payment: Landscaping	\$	688.50	
Richard Crow: Expense Report: Mileage Reimbursement: February 2-May 4, 2011	\$	765.31	Paid
FDEP: OGC Case #11-0620-44-DW Penalty Payment	\$	3,450.00	Paid
FKEC: Electricity Deposit for Lift Station: W, B & Nod: N. Corner of 104 Tweedy Pie Terr.	\$	6,200.00	Paid
FKEC: Electricity Deposit for Lift Station: W, B & Nod: N. Intersection Humpty/Bow Peep	\$	6,200.00	Paid
J.A. LaRocco: Supply & Installation of Splitter Manhole Burton Drive: JK7&8	\$	6,985.00	Paid
Eckler Engineering: Professional Services: Harborage Gravity Sewer System	\$	18,400.00	
J.A. LaRocco: Pay App #41 Basins I2 Retainage	\$	30,210.00	
Weiler Engineering: Engineering Design and Services	\$	40,869.27	
J.A. LaRocco: Pay App #44 Basins I3 Retainage	\$	53,794.33	
			<i>\$110,039.68 less back charge amt</i>
Fountain Engineering: Pay Application #47: Basins G2,3,4	\$	109,565.82	
Overholt Construction: Pay App #29 Basins G/H	\$	131,071.37	
J.A. LaRocco: Pay App #46 Basins I5	\$	216,447.05	
			<i>\$412,560.85 less back charge amt of \$242.33</i>
Metro Equipment: Pay App #35 Basin JK1,2,3	\$	412,318.52	
Overholt Construction: Pay App #30 Basins J/K	\$	453,149.84	
Paychex Administrative Fees	\$	1,582.05	Paid
Group Health Fees	\$	4,825.55	Paid
Staff Salaries Including Benefits	\$	90,233.99	Paid
Sub-total Invoices	\$	1,592,487.92	
Cash Balance KLSC If All Paid	\$	(5,013,652.56)	2,104,369.02
ACOE Grant Draw #16 Submitted 09/14/10 \$891,347.00			

North Components

Cash Balance KLNC Account Forward	\$	818,920.90	
Plus: BB&T Loan: Draw #7	\$	1,781,564.08	
	\$	1,781,564.08	
Less:			
Sprint/Nextel: Wireless Service	\$	102.00	Paid
Mark Weis: Expense Report: Mileage Reimbursement: 4/1-4/29/11	\$	61.20	Paid
All Southern Trucking: Install Sewer Lateral: Hibiscus Park	\$	2,590.00	Paid
Weiler Engineering: Engineering Design and Services	\$	10,526.25	
Paychex Administrative Fees	\$	352.61	Paid
Group Health Fees	\$	1,075.54	Paid
Staff Salaries Including Benefits	\$	19,600.31	Paid
Sub-total Invoices	\$	34,307.91	
Cash Balance KLNC Account If All Paid	\$	2,566,177.07	1,747,256.17

CONSOLIDATED CASH BALANCE IF ALL PAID

\$ (2,331,400.73)

NOTE: A TOTAL OF \$891,347.00 REQUESTED FOR REIMBURSEMENT IS OUTSTANDING

Approved for payment:

Robert Majeska, Chair	Date	Susan Hammaker Secretary/Treasurer	Date
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KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. //

- | | |
|---|---|
| <input type="checkbox"/> PUBLIC HEARING | <input type="checkbox"/> RESOLUTION |
| <input checked="" type="checkbox"/> DISCUSSION | <input type="checkbox"/> BID/RFP AWARD |
| <input type="checkbox"/> GENERAL APPROVAL OF ITEM | <input type="checkbox"/> CONSENT AGENDA |
| <input type="checkbox"/> Other: | |

SUBJECT: State Contract with Bank of America- Purchasing Card Policy and forms for the Purchasing card program

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-12-11

C. J. 2

Originating Department:	Costs: Funding Source:	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering____ <input type="checkbox"/> Clerk____ <input type="checkbox"/> Operations Manager____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: In February of 2011 the district applied for and was approved for the Bank of America Purchasing Card which is under contract with the State of Florida pursuant with the provisions set forth in FL Statute 287.056. The district is now in the second phase of implementing a policy and procedures document to control the use of cards assigned to district employees.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

KEY LARGO WASTEWATER TREATMENT DISTRICT

PURCHASING CARD POLICY AND PROCEDURES

BANK OF AMERICA STATE CONTRACT

PREPARED BY SAL ZAPPULLA

5/11/2011

**KEY LARGO WASTEWATER TREATMENT DISTRICT
PURCHASING CARD POLICY and PROCEDURES**

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KEY LARGO WASTEWATER TREATMENT DISTRICT PURCHASING CARD POLICY and PROCEDURES

INTRODUCTION

NOTE: THE PURCHASING CARD POLICY AND PROCEDURES PROVIDE A METHOD OF PAYMENT FOR PURCHASES MADE BY AN EMPLOYEE OR COMMISSIONER. ALL SUCH PURCHASES MUST BE CONSISTENT WITH DISTRICT POLICIES, INCLUDING WITHOUT LIMITATION THE DISTRICT PROCUREMENT POLICY AND THE DISTRICT TRAVEL EXPENSE POLICY. DIRECT QUESTIONS ABOUT APPLICABLE DISTRICT POLICIES TO THE DISTRICT CHIEF FINANCIAL OFFICER.

The Purchasing Card Program (PCP) establishes procedures which will control the use of Purchasing Cards assigned to and utilized by Key Largo Wastewater Treatment District (KLWTD) employees, for purchasing non restricted commodities and services on behalf of the KLWTD.

Purchasing accountability procedures ensure each card is used only for specific purposes and within specific dollar limits. In addition, certification of all purchases is required by each Cardholder, with verification by their Department Director and Purchasing Program Card Administrator, before payment is made to the vendor.

The procedures established herein are minimum standards for each department. The Purchasing Card Program Administrator may establish additional controls and procedures based on a Department Director's request.

The Purchasing Card Program procedures accomplish the following:

- a. Ensure that procurement with Purchasing cards is accomplished in accordance with the policy and procedures established within this manual.
- b. Provide a convenient method for purchases, consolidate payments, improve customer service, reduce transaction cost, streamline processes, and capture spending information.
- c. Enhance productivity, significantly reduce paperwork, improve controls, and overall cost associated with purchases.
- d. Have timely and meaningful management reports which detail and summarize purchasing activity.
- e. Increase accountability with internal controls for reviewing and monitoring purchases.
- f. Establish specific limits and restrictions to fit each Cardholder's needs.
- g. Ensure that KLWTD bears no legal liability caused by inappropriate use of Purchasing cards.
- h. Ensure prompt payment to vendors.
- i. Negotiate discounts with vendors based on volume of business with KLWTD.

SCOPE

KEY LARGO WASTEWATER TREATMENT DISTRICT PURCHASING CARD POLICY and PROCEDURES

The PCP will be applicable to departments with employees selected to use Purchasing Cards to purchase goods, services, travel and training, or for specific expenditures incurred under conditions approved by the Purchasing Card Program Administrator, i.e. emergencies. When a Purchasing Card is issued, to whom, and the dollar limitations will be as requested by the Department Director and approved by the Purchasing Card Program Administrator.

APPLICABILITY

This procedure applies to all departments, and the commissioners, of the KLWTD.

BACKGROUND

A number of unique controls have been developed for this program that do not exist in a traditional credit card environment. These controls ensure that each card be used for only specific purposes and within specific dollar limits.

LIMITS AND RESTRICTIONS

- a. Spending amount per day, billing cycle, and month. The Cardholder can only incur transactions totaling a predetermined dollar amount within any defined period.
- b. Number of transactions per day, billing cycle, and month. The Cardholder can only incur a predetermined number of transactions within a predefined period.
- c. Single Purchase Amount. A limited dollar amount for any single transaction is established. Cardholders shall not split transactions to stay within their limits.
- d. Merchant Category Codes (MCC). The MCC are assigned by VISA to a merchant which identifies the primary type of goods or service they provide. The MCC are designed to offer every possible purchase combination, and restrictions are imposed at the point of sale for unauthorized purchases.

BENEFITS

KLWTD Benefits:

- a. Simplifies the purchasing process for the large number of low dollar purchases, freeing up time for large dollar purchases.
- b. Significantly reduces the overall transaction processing cost per purchase.
- c. Increased accountability.
- d. Provides management information electronically.

Cardholder Benefits:

- a. Convenience of purchasing without an intensive Requisition/Purchase Order processing system.
- b. Expedites the delivery of goods or services to the job site.
- c. Expands the list of merchants from whom purchases can be made.

Merchant Benefits:

- a. Expedites payment to the merchant.
- b. Reduces merchant maintained "account" paperwork.
- c. Lowers risk of nonpayment.

KEY LARGO WASTEWATER TREATMENT DISTRICT PURCHASING CARD POLICY and PROCEDURES

TRAINING

All Cardholders will complete the card issuer's (BOA) online training before they are issued a Purchasing Card. Cardholder privileges may be canceled for any inappropriate use of the card, or late approval of transactions.

PROCEDURES

1. USE OF PURCHASING CARD

- 1.1 **THE PURCHASING CARD IS TO BE USED ONLY FOR KLWTD PURCHASES. CASH ADVANCES THROUGH BANK TELLERS OR AUTOMATED TELLER MACHINES ARE PROHIBITED.**
- 1.2 Cardholder Responsibility – the Purchasing Card that the cardholder receives has his/her name embossed on it and the card **shall not** be lent to any other person.
- 1.3 Every cardholder is responsible for the security of their Purchasing Card. All precautions shall be used to maintain confidentiality of the cardholder's account number and expiration date of the Purchasing Card.
- 1.4 Conditions for Use – The total of a single purchase to be paid for using the card may be comprised of multiple items but cannot exceed the authorized single invoice limitation. Purchases will be denied if any preset limits are exceeded. Payments for purchases **are not to be split in order to stay within the single purchase limit.**
- 1.5 When using the Purchasing Card, cardholders should:
 - 1.5.1 Ensure that the goods or services to be purchased are allowable.
 - 1.5.2 Determine if the intended purchase is within Cardholder's Purchasing Card limits.
 - 1.5.3 Advise the supplier/merchant in advance that the purchase will be made using the VISA Purchasing Card.
 - 1.5.4 Inform the merchant that the purchase is tax-exempt. Review the receipt **before** leaving the store and if taxes were included, request a credit.
 - 1.5.6 If using the Purchase Card for travel, membership dues, conference, training, or other transactions that require prior approval, make sure all appropriate forms are completed and approved prior to making the purchase.
- 1.6 When placing telephone or mail orders:
 - 1.6.1 If sales tax was charged, contact the merchant and request a credit be processed for the amount of the tax charged.
 - 1.6.2 Purchases made in Florida and for use in Florida are exempt from Florida sales and use tax.
 - 1.6.3 Make sure the merchant understand that charges are not to be billed until the item(s) are actually received by the Cardholder.

KEY LARGO WASTEWATER TREATMENT DISTRICT PURCHASING CARD POLICY and PROCEDURES

- 1.6.4. If an item (s) is not currently in stock, and is back ordered, advise the merchant that the Purchasing Card cannot be billed until the back ordered item(s) are actually received by the Cardholder.
- 1.6.5 To ensure prompt delivery of items ordered by telephone or by mail, provide the merchant with the appropriate delivery information – do not use post Office Box for “Ship To” address. Request that your name and “Ship To” address are clearly marked on the outside of the package.
- 1.6.6 Instruct the merchant to send the sales receipt directly to the Cardholder, not KLWTD’s office.
- 1.6.7 Tell the supplier/merchant that any shipping or delivery fees must be included in the unit price.
- 1.7 Returning Merchandise Purchased with the Card
 - 1.7.1 Cardholder is responsible for managing any returns/exchanges and ensuring that proper credit is received for returned merchandise.
 - 1.7.2 Contact the vendor and obtain instructions for return.
 - 1.7.3 Review the next card statement to ensure that the account is properly credited for the return.
 - 1.7.4 A pattern of returns and exchanges that indicate improper or inaccurate initial product selection shall be reviewed and may result in loss of privileges for the Cardholder.

2. CARDHOLDER SPENDING LIMITS

- 2.1 The Delegation of Authority provided to each Cardholder will set the maximum dollar amount for each single transaction, up to a maximum amount of \$1,000.00 for the small non-stocked products and services or for travel and training.
- 2.2 Each time a Cardholder makes a purchase with a Purchasing Card, this limit will be checked, and the authorization request will be declined should the amount exceed the limitation.
- 2.3 Purchasing Card Program Administrator may establish different limits for each employee with the recommendation of the employee’s Department Director.

3. DOCUMENTATION, RECONCILIATION AND PAYMENT PROCEDURES

- 3.1 Documentation – When using a Purchasing card, the Cardholder will obtain a customer copy of the charge slip. Make sure all carbons (if used) and any excess copies are destroyed.
- 3.2 Missing documentation – Missing documentation may result in the cancellation of the Cardholder’s Purchasing Card. No exceptions will be made. Cardholders must keep all receipts, boarding passes, and any other documentation such as packing slips, registrations, etc, as normally required for payment.
- 3.3 Payment and Invoice Procedures – Cardholder’s purchases will be paid by the KLWTD Financial Department, after the Cardholder’s approved documentation has been received by the Financial Department. **No payments will be made without approved documentation.**
 - 3.3.1 The Purchasing Card receipt or vendor’s sales receipt must be included for payment.

KEY LARGO WASTEWATER TREATMENT DISTRICT PURCHASING CARD POLICY and PROCEDURES

- 3.3.2 When purchases are conducted by telephone, Cardholder must fill out the Telephone Order Forms and request the vendor forward the receipt to you. These receipts and any Telephone Order Forms are to be stapled to the Daily Purchase Card Purchase Report. **Failure to keep adequate receipts will lead to the loss of Purchasing Card privileges.**
- 3.3.3 The Purchasing Card Issuer, Bank of America, will provide one copy of the billing statement to the Program Card Administrator at the end of the billing cycle. The Cardholder may request a copy of the billing statement at any time. This statement will have a listing of all items processed with the billing cycle. In addition to the monthly billing statement, the Purchase Card Administrator will periodically review the Cardholder's statements using Bank of America's online services.
- 3.3.4 Immediately following a purchase, the Cardholder must submit the charge slip to the Department Director. The charge slip must be stapled to a completed Daily Purchase Card Purchase Report. Non compliance may mean denial of future use, or other disciplinary action.
- 3.3.5 The Department Director reviews the Cardholder's Daily Purchase Card Purchase Report, including "Statement of Dispute" if attached. After review, the Department Director will forward all documentation to the Purchasing Card Program Administrator within two (2) days after receipt from the Cardholder. Department Director also ensures that cardholder has already filed Statement of Dispute with BOA.
- 3.3.6 The Purchasing Card Issuer will issue the "Statement" on a scheduled basis each month. The Cardholder will provide a designated representative with the receipts for that month if the Cardholder is not able to complete that month's statement. The designated representative will complete and make a copy of the statement for the absent Cardholder, and shall forward the copy of the statement to the Purchasing Card program Administrator with the rest of the Cardholder's documentation.
- 3.3.7 The Purchasing Card Program Administrator will be responsible for reviewing completed statements from all Cardholders, verifying approval of purchases, resolving any questions on the purchases.
- 3.3.8 If there is no Cardholder purchase activity for a particular billing cycle, no Statement will be generated for the Cardholder (unless adjustments for previously billed transactions are processed during that cycle.)

4. TRANSACTION APPROVAL

- 4.1 Department directors will review all their department Cardholder's purchases and merchants, to determine if purchase were for Official Use, and were items allowed to be purchased in accordance with the Purchasing Card policy.
 - 4.1.1 If for any reason the Department Director questions a purchase, the Director will notify the Purchasing Card Program Administrator and the Cardholder. The Director will then resolve the question with the Cardholder. The Cardholder must provide a

KEY LARGO WASTEWATER TREATMENT DISTRICT PURCHASING CARD POLICY and PROCEDURES

credit voucher proving item had been returned for credit. If the Director can not resolve the question, the Director will refer the question to the Purchasing Card Program Administrator to resolve.

- 4.1.2 If evident that an unauthorized purchase was made knowingly, appropriate disciplinary action will be taken by the Purchasing Card Program Administrator, up to and including dismissal.

5. DISPUTES / UNAUTHORIZED CHARGES

- 5.1 If a suspicious charge appears on a monthly statement, the Cardholder will attempt to verify the charge with records of purchase. If the Cardholder does not agree with the charge posted on the statement, the Cardholder must immediately notify the bank in writing, using the "Cardholder Dispute Form". A copy of the "Cardholder Dispute Form" will be forwarded with the statement through the end of month processing cycle for the statement. The bank will research the disputed charge and make necessary adjustments.
- 5.2 Credit to Account – When the bank receives proper notification of a disputed charge, the charge amount will be removed from the total owed by KLWTD and shown on the monthly statement as a "suspense" item. When the dispute is resolved, the charge will either be removed from the monthly statement, or charged to the Cardholder's department.
- 5.3 Items purchased with the Purchasing Card found defective or the repair or service faulty, the Cardholder will return item(s) to the merchant for replacement, or receive a credit on the purchase. (Returns that require shipping will be coordinated through Purchasing Dept.)
CASH REFUNDS WILL NOT BE PERMITTED.
- 5.4 DISPUTE items will be merchant refusal to replace or correct the faulty item, and purchases not received by the Cardholder.
- 5.5 Disputed items must be noted on the Cardholder's statement. In addition, a "Cardholder's Statement of Disputed Item" form must be completed by the Cardholder, with appropriate documentation attached. This form will be forwarded with the statement through end of month processing cycle for the statement.
- 5.6 The dispute between the Cardholder and the merchant must be resolved before any payment can be made.
- 5.7 The Purchasing Card Issuer's time frames and documentation requirements must be followed to protect KLWTD's rights in a dispute. Dispute policies and procedures issued by the Purchasing Card Issuer will be provided at the time Purchasing Cards are issued to Cardholder.
- 5.8 Fraudulent or improper items may be covered by the Liability Waiver. Disputed items are not considered fraudulent.

6. REQUEST FOR INITIAL, ADDITIONAL OR CHANGES TO PURCHASING CARD

KEY LARGO WASTEWATER TREATMENT DISTRICT PURCHASING CARD POLICY and PROCEDURES

- 6.1 Department Directors will request new, additional or changed cards by submitting a "Request for Purchasing Card" form to the Purchasing Card Program Administrator.
- 6.2 The Purchasing Card Issuer will print the Cardholder's name on the front of the card, and "See Drivers License" on the reverse side.

7. ANNUAL INVENTORY OF PURCHASING CARDS

- 7.1 On an annual basis, the Purchasing Card Program Administrator will provide a list of Purchasing Cards issued to employees for each department. The Purchasing Card Program Administrator will conduct a physical inventory of Purchasing Cards and prepare a report on the results of the physical inventory. Additionally, spot checks of partial or whole departments may be done at any time and without prior notification.

8. LOST OR STOLEN PURCHASING CARDS

- 8.1 Should a Cardholder lose or have stolen their Purchasing Card, the Cardholder will immediately notify, both verbally and in writing, the Purchasing Card Issuer, their Department Director, and the Purchasing Card Program Administrator.
- 8.2 Failure to promptly notify the issuing bank of the theft, loss, or misplacement of the Purchasing Card could make the KLWTD and/or Cardholder responsible for any fraudulent use of the card, and result in Cardholder's loss of privileges and/or disciplinary action.

9. EMPLOYEE TERMINATION/TRANSFER

- 9.1 A Cardholder who terminates employment must relinquish their Purchasing Card to their Department Director at the time of separation from the KLWTD. A Cardholder who fraudulently uses the Purchasing Card after separation from KLWTD will be subject to legal action.
 - 9.1.1 Department Director will forward the card to the Purchasing Card Program Administrator.
 - 9.1.2 The Purchasing Card Program Administrator will destroy the card and notify the bank to immediately deactivate the card.
- 9.2 A Cardholder who is transferred within their Department may or may not retain a Purchasing Card, as determined by their Department Director.
 - 9.2.1 The Department Director will notify the Purchasing Card Program Administrator of any card changes due to employee transfer, using the New Card/Change Form.
 - 9.2.2 The Purchasing Card Program Administrator will update the master file
- 9.3 A Cardholder who is transferred to another Department may or may not retain a Purchasing Card, as determined by the employee's new Department Director.
 - 9.3.1 The Department Director will notify the Purchasing Card Program Administrator of any card changes due to employee transfer, using the New Card/Change Form.

**KEY LARGO WASTEWATER TREATMENT DISTRICT
PURCHASING CARD POLICY and PROCEDURES**

9.3.2 The Purchasing Card Program Administrator will update the master file

- 9.4 Purchasing Cards canceled for any reason, shall be destroyed by the Department Director or Purchasing Card Program Administrator. The card will be cut down the center of the magnetic strip and both parts given to the Purchasing Card Program Administrator for recording and submissions to the Purchasing Card Issuer.

10. AUDITS / REVIEWS

- 10.1 The Purchasing Card Program Administrator may randomly review Card activity, usage and receipt retention for compliance.

11. PROCEDURES: ACCOUNTING/PURCHASING, TRAVEL and TRAINING SEMINARS

- 11.1 These charges must be in compliance with KLWTD's Purchasing Policy and Procedures and must be incorporated with the State of Florida Purchasing Card Guidelines, where applicable.

KEY LARGO WASTEWATER TREATMENT DISTRICT

REQUEST FOR PURCHASING CARD

To: Purchasing Card Program Administrator

From: _____

Department Name

Subject: REQUEST FOR PURCHASING CARD

Request the following employee be authorized a KLWTD Purchasing Card:

Full Name: (print or type) _____

Sample Signature: _____

Title: _____ Employee Number: _____

Florida Driver License #: _____

Immediate Supervisor Name: _____

Immediate Supervisor Approval Signature: _____

Restriction: Single Limitation: \$ _____

Monthly Limitation: \$ _____

Types of products to be authorized:

NAME OF DEPARTMENT DIRECTOR (TYPE OR PRINT)

SIGNATURE OF GENERAL MANAGER OR CFO

CC: Authorized Employee

KEY LARGO WASTEWATER TREATMENT DISTRICT

CARDHOLDER AGREEMENT

Please review the terms stated below and sign:

I agree to use this Purchasing Card only for the actual and necessary KLWTD business expenses incurred by me in accordance with the KLWTD Purchasing Card Procedures

I have read the Purchasing Card Procedures, and agree to abide by the procedures contained therein. I acknowledge that use of this card for any other purpose other than KLWTD approved business expenses are prohibited and will be grounds for corrective action, up to and including termination. In addition, I agree that I must reimburse the KLWTD for any such charges. If I use the Purchasing Card for any expenditure other than actual and necessary KLWTD business expenses, I agree that the KLWTD may, upon notice to me of such expenditure, deduct from my wages the amount of any such expenditure.

I agree to surrender the Purchasing Card immediately upon retirement, termination or upon request of an authorized representative of the KLWTD. I understand that use of the Purchasing Card after privileges are withdrawn is prohibited.

If the card is lost or stolen, I will immediately notify the issuing bank (Bank of America) by telephone. I will confirm the telephone notification by mail or facsimile to the issuing bank and with a copy to my supervisor and the Purchasing Card Program Administrator. I understand that my failure to promptly notify the issuing bank of theft, lost, or misplaced Purchasing Card could make me responsible for any fraudulent use of the card.

Purchasing Card Program Administrator name and contact information:

Bank Contact: Jeri Winkleblack, Vice President, Florida Account Manager

850-561-1737

Fax: 850-561-1965

Customer Service : 800-822-5985

Fax: 757-823-7473

Cardholder: _____
Type or Print Name

Signature: _____

Date: _____

Department: _____

Phone Number: _____

CC: Cardholder

KEY LARGO WASTEWATER TREATMENT DISTRICT

DAILY PURCHASING CARD PURCHASE REPORT

Cardholder: (print name) _____

Statement for the month of: _____

Department Director: _____

Department: _____ Ext.: _____

Date	Receipt or invoice # (Attached)	Description of Purchase	Merchant's Name	Dollar Amount of Purchase	Dispute (d) / Credit (c)	General Ledger / Account #

Cardholder's Signature: _____

Date: _____

Supervisor's Signature for Approval: _____

Date: _____

***REMEMBER TO ATTACH ALL RECEIPTS (PURCHASE AND CREDIT)**

PURCHASING CARD TELEPHONE ORDER

(For Internal Use Only. Retain With Receipts)

Reminder: Key Largo Wastewater Treatment District is exempt from Florida Sales Tax. Give vendor the tax exemption number on the Purchasing Card.

It is the Cardholder's responsibility to obtain receipts from telephone purchases, attach them to this form, and forward this form and the receipts with their monthly statements.

Supplier	
Phone Number	
Date Order Placed	
Order Called in by (Cardholder's Name)	
Order Called to (name of supplier's representative)	

Item #	Detailed description of Items/ services ordered (size, etc.)	U/I	Quantity	Cost per U/I	Extended Cost
TOTAL PURCHASE:					\$

Bank of America

Phone: 1-800-538-8788
Outside of U.S. (757) 677-4705

Fax: 1-800-253-5846
Fax: (757) 677-4361

Attn: Commercial Card Services

CARDHOLDER STATEMENT OF DISPUTED ITEM

Company Name: _____

Cardholder Name: _____

Cardholder Account Number: _____

Statement Date	Transaction Date	Merchant Name / Description
Amount	Posting Date	Reference Number

Check the description most appropriate to your dispute. If you have any questions, contact Bank of America at 1-800-538-8788.

- ____ 1. **Alteration of Amount:**
The amount of the sales draft has been altered from \$ _____ to \$ _____.
(Please include copy of sales draft)
- ____ 2. **Unauthorized Mail or Phone Order:**
I certify the charge listed above was not authorized by me or any person authorized by me to use this account. I have not ordered merchandise by phone or mail, or received goods and services as represented above.
- ____ 3. **Cardholder Dispute:**
I did participate in the above transaction, however, I dispute the entire charge, or portion, in the amount of \$ _____ because _____

- ____ 4. **Credit Not Received:** The Merchant has issued me a credit slip for the transaction listed above; however, the credit has not posted to my account. The date on the voucher is between 30 and 90 days old. (Please include a copy of the credit voucher.)
- ____ 5. **Imprinting of Multiple Slips:** The above transaction represents multiple billing to my account. I only authorized one charge from this Merchant for \$ _____. I am still in possession of my card.
- ____ 6. **Merchandise Not Received:** My account has been charged for the above transaction, but I have not received this Merchandise. I have contacted the Merchant.
- ____ 7. **Merchandise Not Received:** My account has been charged for the above transaction, but I have since contacted the Merchant and canceled the order. I will refuse delivery should the merchandise still be sent.
- ____ 8. **Merchandise Returned:** My account has been charged for the transaction listed above, but the merchandise has been returned. Provide a description of the circumstances. (Please provide postal receipt if applicable.)
- ____ 9. **Inadequate Description/Unrecognized Charge:** I do not recognize this charge; please supply copy of the sales draft for my review.
- ____ 10. **I am no longer disputing this charge:**
- ____ 11. **Other/Comments:**

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 12

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Changing General Manager's signatures on KLWTD Bank Accounts.

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-22-11



Originating Department: Finance	Costs: Approximately Funding Source: Acct.	Attachments
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input checked="" type="checkbox"/> Finance	<input type="checkbox"/> Engineering____ <input type="checkbox"/> Clerk____	

Summary Explanation/Background: The Finance Department will introduce paper work to change out the General Manager's signatures on the KLWTD bank accounts.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised6

TAB 4

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No./3

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: Force main tie-ins commercial properties

RECOMMENDED MOTION/ACTION:

Approved by General Manager C. J. Z.

Date: 5-12-11

Originating Department:	Costs: \$0.00 Funding Source:	Attachments: memorandum and spreadsheet
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <u>C. J. Z.</u> <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____ <input checked="" type="checkbox"/> Operations Manager <u>AMS</u>	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background:

Attached is a memorandum and spreadsheet prepared by staff to provide additional information on fm tie-ins for commercial properties.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

Memo

To: KLWTD Board
From: Margaret Blank, PE
James Brush, PE
CC: Chuck Fishburn
Date: May 12, 2011
Re: Force Main Tie-ins Update

Introduction

The purpose of this memorandum is to provide information to the Board about force main tie-in situations. Some businesses have expressed concerns over the cost of their tie-ins.

FDEP Permitting Requirements

Staff arranged a conference call with FDEP, plumbers, engineers and pump representatives to clarify permitting requirements. In general, FDEP requires a permit unless it is a single building connecting to a permitted gravity, vacuum or low pressure system. However, FDEP has agreed to review individual cases. They may allow tie-ins using a simplex pump station without a permit if the District takes over the operation of the lift station. This might reduce the cost of engineering and the permit fee, thereby reducing the overall cost of the pump station.

A meeting with FDEP, Gus Rios, is scheduled for Monday May 16, 2011 at the District office to discuss the various scenarios for serving the commercial properties. For example, DEP has determined that Marina Del Mar lift station can connect to the Holiday Inn existing connection without obtaining a FDEP permit due to the fact that the same owner and /or associates are the same for both facilities. Also this will be a single connection to an existing connection.

Cost Analysis

Staff prepared a cost analysis for several properties that have expressed concern over their tie-in costs. None of these properties has provided a cost estimate to staff. The estimates were prepared using drawings submitted by the property owners, aerial photographs, bid numbers from District work, and general budget numbers provided by plumbers, engineers and pump reps. The estimates were prepared for comparison purposes only.

In most cases, the commercial properties would pay similar costs whether tying into a vacuum system or a force main. This is true because most of them have multiple buildings.

There is also a comparison of what an equivalent number of single family homes would have to pay to tie-in. In nearly all cases, the commercial properties will pay less or approximately the same. The exceptions tend to be single-building commercial properties which may be able to find relief through an FDEP exception. There are approximately 15 properties in this situation.

Conclusion and Recommendations

I recommend that no action be taken on this matter at this time. There simply is not enough information to make any other recommendation. If you are contacted by a business owner, please refer them to District staff. Staff has worked with approximately 70 package plant owners to help them successfully tie into our system.

Prepared by: M. Blank

Date: May 9, 2011

	Mrs. Mac's	Puerta Vallarta	Café Largo	Mandalay Restaurant	Beyer	Bird Sanctuary	The Elks	Wheaton's
No. EDUs	9.7	6.2	24.8	24.8	1.5	Note 1	4.6	2.9
No. Buildings	4	2	2	1	1	Note 1	1 + RVs	2
Assessment	\$ 30,865.00	\$ 19,634.00	\$ 72,880.00	\$ 75,410.00	\$ 6,675.00	\$ 8,500.00	\$ 15,820.00	\$ 10,755.00
Estimated FM Tie-in Cost	\$ 30,500.00	\$ 26,770.00	\$ 56,200.00	Note 2	\$ 21,200.00	\$ -	\$ 25,325.00	\$ 28,250.00
Total Cost to Property Owner	<u>\$ 61,365.00</u>	<u>\$ 46,404.00</u>	<u>\$ 129,080.00</u>	<u>\$ 75,410.00</u>	<u>\$ 27,875.00</u>	<u>\$ 8,500.00</u>	<u>\$ 41,145.00</u>	<u>\$ 39,005.00</u>
Assessment	\$ 30,865.00	\$ 19,634.00	\$ 72,880.00	\$ 75,410.00	\$ 6,675.00	\$ 5,200.00	\$ 15,820.00	\$ 10,755.00
Estimated VM Tie-in Cost	\$ 30,500.00	\$ 16,150.00	\$ 56,200.00	\$ 18,950.00	\$ 5,500.00	\$ 15,550.00	\$ 11,825.00	\$ 13,000.00
Cost of VM Connection to Property Owner	<u>\$ 61,365.00</u>	<u>\$ 35,784.00</u>	<u>\$ 129,080.00</u>	<u>\$ 94,360.00</u>	<u>\$ 12,175.00</u>	<u>\$ 20,750.00</u>	<u>\$ 27,645.00</u>	<u>\$ 23,755.00</u>
Additional Cost to District for VM Connection (Assuming VM connection is feasible)	\$ 37,000.00	\$ 35,000.00	\$ 37,000.00	\$ -	\$ 59,000.00	\$ 77,000.00	\$ 34,000.00	Note 3
Eq. SF Assessment	\$ 50,440.00	\$ 30,814.00	\$ 125,240.00	\$ 128,960.00	\$ 7,800.00	\$ 5,200.00	\$ 23,920.00	\$ 15,080.00
Estimated Tie-in for SF equivalent	\$ 29,100.00	\$ 18,600.00	\$ 74,400.00	\$ 74,400.00	\$ 4,500.00	\$ 3,000.00	\$ 13,800.00	\$ 8,700.00
Total Cost to SF equivalent	<u>\$ 79,540.00</u>	<u>\$ 49,414.00</u>	<u>\$ 199,640.00</u>	<u>\$ 203,360.00</u>	<u>\$ 12,300.00</u>	<u>\$ 8,200.00</u>	<u>\$ 37,720.00</u>	<u>\$ 23,780.00</u>

Notes:

1. The bird sanctuary needs further investigation. It occupies two lots and is served by only one water meter. One lot is considered a single family home. This is the lot associated with the water meter. Presumably, this lot would be assessed as a unique property. The other lot has no water meter associated.
2. Mandalay was served by a vacuum connection. FM tie-in cost probably would have been similar.
3. Wheaton's was provided with both a vacuum point of connection and a gravity point of connection.

TAB 5

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 14

☐ PUBLIC HEARING

☐ RESOLUTION

☒ DISCUSSION

☐ BID/RFP AWARD

☐ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other: _____

SUBJECT: Monthly Projects Status Report

RECOMMENDED MOTION/ACTION: Discussion

Approved by General Manager _____

Date: 5-11-11

Originating Department: Weiler Engineering	Costs: \$ Funding Source:	Attachments:
Department Review: <input type="checkbox"/> District Counsel _____ <input checked="" type="checkbox"/> General Manager <u>[Signature]</u> <input type="checkbox"/> Finance _____	<input checked="" type="checkbox"/> Engineering <u>EC</u> <input type="checkbox"/> Clerk _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: A representative from Weiler Engineering will give a verbal monthly status report.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

TAB 6

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 15

- | | |
|---|--|
| <input type="checkbox"/> PUBLIC HEARING
<input type="checkbox"/> DISCUSSION
<input checked="" type="checkbox"/> GENERAL APPROVAL OF ITEM
<input type="checkbox"/> Other: | <input type="checkbox"/> RESOLUTION
<input type="checkbox"/> BID/RFP AWARD
<input type="checkbox"/> CONSENT AGENDA |
|---|--|

SUBJECT: Employee Handbook

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-10-11

Originating Department: Legal	Costs: Funding Source:	Attachments: Policy
Department Review: <input checked="" type="checkbox"/> District Counsel <u>TMD</u> <input checked="" type="checkbox"/> General Manager <u>[Signature]</u> <input type="checkbox"/> Finance _____	<input type="checkbox"/> Engineering _____ <input type="checkbox"/> Clerk _____ <input type="checkbox"/> Operations Manager _____	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: Regarding overtime: Overtime pay is required to be at the rate of 1.5 times the employee's regular rate of pay. The regular rate of pay includes vacation time at the rate of 1 hour per 20 hours worked. An employee on overtime should accrue 1.5 days per 20 hours of overtime worked.

Regarding vacation: Vacation accrues at the rate of 1 hour per 20 hours worked. An employee that works 40 hours/week for 50/weeks/year earns 100 hours, or 12.5 days of vacation.

Resulting Board Action:

☐ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

Key Largo Wastewater Treatment District

Employee Handbook

May 10, 2011

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WELCOME TO THE KEY LARGO WASTEWATER TREATMENT DISTRICT!

Starting a new job is exciting, but at times can be overwhelming. This Employee Handbook has been developed to help you become acquainted with the District and answer many of your initial questions.

As an employee of the District, the importance of your contribution cannot be overstated. Our goal is to provide the finest quality services to our customers and to do so courteously, efficiently and economically.

You are an important part of this process for your work directly influences the District's reputation.

We are glad you have joined us and we hope you will find your work to be both challenging and rewarding.

KLWTD AND YOU

As managers, our job is to organize the conditions and structure of your work environment according to current county, state and federal codes, laws and regulations in order to provide the highest quality wastewater services for our community.

Our job is to:

1. Provide equal employment opportunity and treatment regardless of race, religion, color, sex age, national origin, disability, or military status;
2. Provide fair wages and benefits according to work performed;
3. Establish work hours based on the District's production and service;
4. Monitor and comply with applicable federal, state and local laws and regulations concerning your safety.
5. Offer job training as appropriate;
6. Be receptive to constructive suggestions about job duties, working conditions and personnel policies.

In addition to the responsibilities specified in your contract, *your job* is to:

1. Deal with customers, fellow workers and suppliers pleasantly and professionally;
2. Be on time for scheduled work and perform your work safely and efficiently;
3. Immediately alert your Supervisor of any unsafe conditions or practices;
4. Comply with District policy on drugs, alcohol and tobacco;
5. Comply with emergency procedures, hurricane watches and warnings;
6. Observe District policy on District business use of vehicles.

Together we have a mutual obligation to respect each other and our community in the execution of our duties.

IMPORTANT DEFINITIONS

The District has entered into an agreement with Paychex Business Solutions, Inc., (herein after referred to as "PBS"), a Professional Employer Organization. This is a co-employment arrangement. The District selected PBS to help employees enjoy the many District benefits offered through this concept.

The term District, as used throughout this Employee Handbook refers exclusively to the Key Largo Wastewater Treatment District, your worksite employer who will direct your day-to-day duties.

Please refer to the PBS New Employee Packet you completed prior to receiving this Employee Handbook for additional information.

SECTION 1: THE WAY WE WORK

District employees are expected to cooperate with each other in sharing information and knowledge. A District employee shall, when directed by his or her supervisor, conduct training and information sharing in order to avoid interruptions in workflow due to expected or unexpected absence.

1.1 A WORD ABOUT THIS HANDBOOK

This Employee Handbook contains information about District employment policies and practices. We expect each employee to read this Employee Handbook carefully as it is a valuable reference for understanding your job and the District. The policies outlined in this Employee Handbook should be regarded as management guidelines only, which in a developing business will require changes from time-to-time. The District retains the right to make decisions involving employment as needed in order to conduct its work in a manner that is beneficial to the employees and the District. This Employee Handbook supersedes and replaces any and all prior Employee Handbooks and inconsistent verbal or written policy statements. Except for the policy of at-will employment, which can only be changed by the District Board of Commissioners in writing, the District reserves the right to revise, delete and add to the provisions of this Employee Handbook at any time without further notice. All such revisions, deletions, or additions must be in writing and must be signed by the General Manager of the District. No oral statements or representations can change the provisions of this Employee Handbook.

The provisions of this Employee Handbook are not intended to create contractual obligations with respect to any matters it covers. Nor is this Employee Handbook intended to create a contract guaranteeing that you will be employed for any specific time period.

1.2 YOUR EMPLOYMENT CONTRACT AND THIS HANDBOOK

Finally, you have signed an employment contract with the District. The District has attempted to ensure that there is no conflict between your employment contract and this Employee Handbook. However, if there is a conflict between your employment contract and this Employee Handbook, the terms of your employment contract will prevail.

THE DISTRICT AND PBS ARE AT-WILL EMPLOYERS. THIS MEANS THAT REGARDLESS OF ANY PROVISION IN THIS EMPLOYEE HANDBOOK, EITHER YOU OR THE DISTRICT MAY TERMINATE THE EMPLOYMENT RELATIONSHIP AT ANY TIME, FOR ANY REASON, WITH OR WITHOUT CAUSE, SUBJECT TO THE NOTICE PROVISIONS IN YOUR WRITTEN CONTRACT. NOTHING IN THIS EMPLOYEE HANDBOOK OR IN ANY DOCUMENT OR STATEMENT, WRITTEN OR ORAL, SHALL LIMIT THE RIGHT TO TERMINATE EMPLOYMENT AT-WILL. NO OFFICER, EMPLOYEE, OR REPRESENTATIVE OF THE DISTRICT OR PBS IS AUTHORIZED TO ENTER INTO AN AGREEMENT – EXPRESS OR IMPLIED – WITH ANY EMPLOYEE FOR EMPLOYMENT FOR A SPECIFIED PERIOD OF TIME UNLESS SUCH AGREEMENT IS IN A WRITTEN CONTRACT SIGNED BY THE DISTRICT GENERAL MANAGER. ANY SUCH CONTRACT SIGNED BY THE DISTRICT GENERAL MANAGER IS NOT BINDING ON PBS UNLESS IT IS ALSO EXECUTED BY THE PRESIDENT OF PBS.

This Employee Handbook refers to current benefit plans maintained by the District and/or PBS. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling.

The employment policies and/or benefit summaries found in this Employee Handbook are written for all employees. PBS is not bound by the terms of any contract between an employee and the District unless it is executed by the President of PBS.

1.3 EQUAL EMPLOYMENT OPPORTUNITY

We are committed to equal employment opportunity. We will not discriminate against employees or applicants for employment on any legally-recognized basis including, but not limited to: veteran status, uniform servicemember status, race, color, religion, sex, national origin, age, physical or mental disability, genetic information and/or any other protected class under federal, state, or local statute.

You may discuss equal employment opportunity related questions with your supervisor or any other member of management.

1.4 AMERICANS WITH DISABILITIES ACT

We are committed to providing equal employment opportunities to qualified individuals with disabilities. This may include providing reasonable accommodation where appropriate in order for an otherwise qualified individual to perform the essential functions of the job. It is your responsibility to notify your supervisor of the need for an accommodation. Upon doing so, your supervisor may ask you for your input or the type of accommodation you believe may be necessary or the functional limitations caused by your disability. Also, when appropriate, we may need your permission to obtain additional information from your physician, or other medical, or rehabilitation professionals.

1.5 A WORD ABOUT OUR EMPLOYEE RELATIONS PHILOSOPHY

We are committed to providing the best possible climate for maximum development and goal achievement for all employees. Our practice is to treat each employee as an individual. We seek to develop a spirit of teamwork; individuals working together to attain a common goal: to provide excellent service to our customers in a cost-effective, efficient manner.

In order to maintain an atmosphere where these goals can be accomplished, we strive to provide a comfortable and progressive workplace. Most importantly, we try to have a workplace where communication is open and problems can be discussed and resolved in a mutually respectful atmosphere. We take into account individual circumstances and the individual employee.

We firmly believe that with direct communication, we can continue to resolve any difficulties that may arise and develop a mutually beneficial relationship.

1.6 NON-HARASSMENT

The District prohibits harassment of an employee by another employee, supervisor, or third party for any reason including without limitation: veteran status, uniform service member status, race, color, religion, national origin, sex, age, physical or mental disability, genetic information, and/or any other protected status under federal, state, or local law.

The purpose of this policy is to ensure that in the workplace no employee is subjected to prohibited harassment for any reason or in any manner. The conduct prohibited by this policy includes oral or written communications, gestures, messages, and other conduct.

Conduct constituting prohibited harassment includes slurs, epithets, derogatory comments, visual depictions, teasing, and joking that tends to denigrate the status of an individual.

An employee who believes that he or she is the victim of such harassment should immediately report the matter to the General Manager or District Counsel.

The District will investigate all such reports as confidentially as possible. The District will not take disciplinary action against an employee because he or she, in good faith, reports or participates in the investigation of an alleged violation of this policy.

An employee who violates this policy will suffer disciplinary consequences.

1.7 SEXUAL HARASSMENT

We firmly prohibit sexual harassment of any employee by another employee, supervisor or a third party. Harassment of third parties by our employees is also prohibited. The purpose of this policy is not to regulate the morality of employees. It is to ensure that in the workplace, no employee is subject to sexual harassment. While it is not easy to define precisely what sexual harassment is, it may include: unwelcome sexual advances, requests for sexual favors and/or verbal or physical conduct of a sexual nature including, but not limited to, sexually related drawings, pictures, jokes, teasing, uninvited touching, or other sexually related comments. The conduct prohibited by this policy includes conduct in any form including but not limited to e-mail, voice mail, chat rooms, Internet use, or history, text messages, pictures, images, writings, words, or gestures.

Sexual harassment of an employee will not be tolerated. Violations of this policy may result in disciplinary action, up to and including discharge. There will be no adverse action taken against employees who report violations of this policy in good faith or participate in the investigation of such violations.

Any employee who feels that (s)he is a victim of sexual harassment should immediately report such actions in accordance with the following procedure. All complaints will be promptly and thoroughly investigated as confidentially as possible.

Any employee who believes that (s)he or she is a victim of sexual harassment or has been retaliated against for complaining of sexual harassment, should report the situation immediately to the General Manager. The employee should retain and be prepared to present any documents or things that tend to support the employee's complaint of harassment. Harassment complaints often involve interactions between two persons, with no other witnesses present. Therefore, retention of evidence of the harassment may be critical to the investigation.

1. If an employee makes a report to the General Manager and (s)he either does not respond or does not respond in a manner the employee deems satisfactory or consistent with this policy, the employee is required to report the situation to another member of management or District Counsel.
2. The District will investigate every reported incident immediately. Any employee, supervisor, or agent of the District who has been found to have violated this policy may be subject to appropriate disciplinary action, up to and including immediate discharge.
3. The District will conduct all investigations in a discreet manner. The District recognizes that every investigation requires a determination based on all the facts in the matter. We also recognize the serious impact a false accusation can have. We trust that all employees will continue to act responsibly.
4. The reporting employee and any employee participating in any investigation under this policy have the District's assurance that no reprisals will be taken because of a sexual harassment complaint. It is our policy to encourage discussion of the matter, to help protect others from being subjected to similar inappropriate behavior.

1.8 CATEGORIES OF EMPLOYMENT

INTRODUCTORY PERIOD - Employees are on an introductory period during their first 180 calendar days of employment with the District.

During this time, you will be able to determine if your new job is suitable for you and your supervisor will have an opportunity to evaluate your work performance. However, the completion of the

introductory period does not guarantee employment for any period of time since you are an at-will employee both during and after your introductory period.

Employees are categorized as "exempt" or "non-exempt."

NON-EXEMPT EMPLOYEES are entitled to overtime pay as required by applicable federal and state law.

EXEMPT EMPLOYEES are not entitled to overtime pay and may also be exempt from minimum wage requirements pursuant to applicable federal and state laws.

Upon hire, your supervisor will notify you of your employment classification.

1.9 CERTIFICATION, LICENSING, AND OTHER REQUIREMENTS

You will be informed by your supervisor if there are any licensing, certification, or testing requirements for your job. Failure to qualify or to maintain a certification or license may be sufficient cause for discharge.

1.10 IMMIGRATION REFORM AND CONTROL ACT

In compliance with the federal Immigration Reform and Control Act of 1986 (IRCA), as amended, and any state law requirements if applicable, we are committed to employing only individuals who are authorized to work in the United States.

Each new employee, as a condition of employment, must complete the Employment Eligibility Verification Form 1-9 and present documentation establishing identity and employment eligibility.

If an employee is authorized to work in this country for a limited time period, the individual will be required to submit proof of renewed employment eligibility prior to expiration of that period to remain employed by the District.

1.11 NEW EMPLOYEE ORIENTATION

Upon joining our District, you were given this copy of our Employee Handbook. After reading this Employee Handbook please sign the receipt page and return it to your supervisor. You will be asked to complete personnel, payroll and benefit forms.

If you lose your Employee Handbook or if it becomes damaged in any way, please notify your supervisor as soon as possible to obtain a replacement copy.

Your supervisor is responsible for the operations of your department. He or she is a good source of information about the District and your job.

1.12 SUGGESTIONS AND IDEAS

We are always interested in your constructive ideas and suggestions for improving our operations. Your suggestions should be submitted to your supervisor.

After we investigate your suggestion, you will be notified whether it is feasible to be put into practice.

We believe that suggestions indicate initiative. With your approval, we will document the suggestion in your personnel file and consider it at the time of your performance review.

1.13 TALK TO US

We encourage you to bring your questions, suggestions, and complaints to our attention. We will carefully consider each of these in our continuing effort to improve operations.

If you feel you have a problem, present the situation to your supervisor or any other member of management so the problem can be settled by examination and discussion of the facts.

Your suggestions and comments on any subject are important and we encourage you to take every opportunity to discuss them with us. Your job will not be adversely affected in any way because you choose to use this procedure.

SECTION 2: YOUR PAY AND PROGRESS

2.1 HOURS OF WORK AND OVERTIME

The District establishes working hours with provision for approved overtime and exceptional circumstances such as emergencies. Your Supervisor will determine and approve your schedule, allowing for meal and rest breaks, overtime, and special circumstances. For the purposes of overtime compensation, only hours during which Employee is necessarily required to be on the District's premises, on duty, or at a prescribed work place in excess of forty during a workweek will be counted.

You must obtain the approval of your supervisor before working overtime or during meal and other scheduled breaks. In case of emergency, when there is no time to obtain the advance approval of your supervisor, you should notify your supervisor of the emergency conditions and steps taken to respond to them as soon as time permits.

Non-exempt employees will be paid at a rate of time and one-half their regular hourly rate for hours worked in excess of 40 hours in a workweek, unless state law provides otherwise.

Exempt employees are not entitled to overtime pay.

2.2 YOUR TIME SHEET

You are responsible for filling out your time sheet accurately. Falsifying any time record is prohibited and may be grounds for disciplinary action, up to and including termination.

Time records must be completed at the close of each workday. Your Supervisor will check and sign your time sheet, and enter unworked, overtime, and paid vacation time to which you are authorized.

You must turn in your signed time records on the date specified by your supervisor. Failure to do so may result in a delay of your paycheck.

2.3 RECORDING YOUR TIME

Your supervisor will review with you at the time of hire whether you are required to record your hours and if so, how to record them.

Accurately recording all of your time is required in order to be sure that you are paid for all hours worked. You are expected to follow the established procedures in keeping an accurate record of your hours worked. Time must be recorded as follows:

- Immediately before starting your shift.
- Immediately after finishing work before your meal period.
- Immediately before resuming work after your meal period.
- Immediately after finishing work.
- Immediately before and after any other time away from work.
- All plant employees are required to use the time clock.

Exempt employees may be required to record their time worked in accordance with federal and state wage and hour laws.

All employees subject to this policy are required to record all time worked.

2.4 PAYDAY

Please speak to your supervisor for information regarding payday and the pay period end day.

Please review your paycheck for accuracy. If you find an issue, report it to your supervisor immediately. Your supervisor will assist you in taking the steps necessary to correct the situation.

2.5 PAYCHECK DEDUCTIONS

The District is required by law to make certain deductions from your paycheck each pay period. Such deductions typically include federal and state taxes and social security (FICA) taxes. Depending on the state in which you are employed and the benefits you choose, there may be additional deductions. All deductions and the amount of the deductions are listed on your pay stub. These deductions are totaled each year for you on your Form W-2, Wage and Tax Statement.

It is the policy of the District that salaried employees' pay will not be "docked" or subject to deductions, in violation of salary pay rules issued by the United States Department of Labor and any corresponding rules issued by the state government, as applicable. However, the District may make deductions from employees' salaries in a way that is permitted under federal and state wage and hour rules. Employees will be reimbursed in full for any isolated, inadvertent, or improper deductions, as defined by law.

Thus, exempt employees may be subject to the following salary deductions, except where prohibited by state law, but only for the following reasons:

- Absences of one or more full days for personal reasons, other than sickness or disability; or
- Absences of one or more full days due to sickness or disability, if there is a plan, policy, or practice providing replacement compensation for such absences; or
- Absences of one or more full days before eligibility under such a plan, policy, or practice or after replacement compensation for such absences has been exhausted; or
- Suspensions of one or more full days for violations of safety rules of major significance; or
- Suspensions of one or more full days for violations of written workplace conduct rules, such as rules against sexual harassment and workplace violence; or
- Payment of actual time worked in the first and last weeks of employment, resulting in a proportional rate of an employee's full salary; or
- Any unpaid leave taken under the Family and Medical Leave Act; or
- Negative paid-time-off balances, in whole-day increments only.

Any deductions from employees' wages are made in accordance with applicable state and federal laws.

If questions or concerns about any pay deductions arise, employees may discuss and resolve them with their supervisor or any other member of management.

2.6 GARNISHMENT/CHILD SUPPORT

When an employee's wages are garnished by a court order, our District is legally bound to withhold the amount indicated in the garnishment order from the employee's paycheck. The District will, however, honor federal and applicable state guidelines that protect a certain amount of an employee's income from being subject to garnishment.

2.7 DIRECT DEPOSIT

You have the option of receiving your pay in a payroll check or having your pay deposited into your bank account through our direct deposit program.

2.8 REPORTING TIME PAY

The District will make every effort to notify employees in advance when it is not necessary to report to work. These circumstances may include inclement weather, fire, flood, power outage, lack of work, etc. In the event you report for work without being notified in advance that your services are not needed, you will be compensated in accordance with applicable state and federal wage and hour laws.

2.9 OUTSIDE EMPLOYMENT

You may not accept any other employment for compensation without the prior written consent of the General Manager, which consent may be withheld if the General Manager reasonably believes that such employment would negatively affect the quality of the Employee's services to the District.

2.10 ANNUAL REVIEW

On or about your anniversary hire date your Supervisor will conduct with you an evaluation that will include past performance, current and future goals, and discussion of possible merit increases.

2.11 YOUR PERSONAL PROPERTY

Leave any unnecessary personal property at home. The District is not responsible for the loss, damage, or theft of your personal property of cash or other valuables.

To maintain security and protect against theft, the District reserves the right to inspect all personal property brought onto the District's premises, including vehicles, packages, briefcases, backpacks, purses, bags, and wallets. In addition, the District may inspect the contents of lockers, storage areas, file cabinets, desks, and work stations at any time and remove all District property and other items that violate District rules and policies.

2.12 DISTRICT PROPERTY

District property is to be used solely for District business. District property must not be removed off premises without the authorization of the General Manager.

2.13 SOLICITATION

The District prohibits on premises solicitation by nonemployees and employees because these activities can interfere with normal operations, annoy customers and pose a threat to security.

The District may authorize a limited number of charitable or gift fund drives by employees and you are encouraged to volunteer to assist in these drives, but participation is entirely voluntary.

2.14 COMMUNICATION WITH THE MEDIA

The District is committed to upholding the highest level of ethical conduct in its communications with others and expects the same conduct from people acting in its behalf. All communications with the media and the public must be correct, complete, truthful, and accurate.

Employees do not have the right to comment on the character, integrity, motive, or judgment of others.

We caution you to exercise care regarding your perceptions of District policy and procedure and encourage you to refer any questions you receive to the District Clerk, your Supervisor or the General Manager.

Media representatives often work under constraints as to the time available to research a story. A reporter's request for information may be the only opportunity for the District to explain its position with regard to a particular issue. Therefore, a District employee receiving a request for information from a media representative must ensure that the reporter is referred to a person who is able to explain the District's position.

Employees are prohibited from communications about accidents or injuries.

Employees must notify a Manager in writing about any media contacts and provide the Manager with a written synopsis of the communication.

SECTION 3. TIME AWAY FROM WORK AND OTHER BENEFITS

3.1 EMPLOYEE BENEFITS

PBS has developed a comprehensive set of employee benefit programs to supplement the benefits offered by the District and your regular wages. These benefits represent a hidden value of additional income to the District's employees.

This Employee Handbook describes the current benefit plans maintained by PBS. Refer to the actual plan documents and summary plan descriptions if you have specific questions regarding the benefit plans. Those documents are controlling. Contact PBS' Benefits Department at 1-800-741-6277 if you have any questions concerning your benefits.

PBS reserves the right to modify its benefits at any time. Either the District or PBS will keep you informed of any changes.

3.2 PAID HOLIDAYS

The District designates and observes ten days as holidays: New Year's Day, Martin Luther King Jr. Day, Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, the Friday after Thanksgiving, Christmas Eve Day and Christmas Day. If a holiday falls on a Saturday, the Friday before will be observed. If a holiday falls on a Sunday, it will be observed on Monday.

You must work the scheduled workday before and after the holiday to receive holiday pay.

If you work a paid holiday you will receive holiday pay plus one and a half times regular pay.

3.3 VACATION/PAID LEAVE

You will accrue one hour of vacation pay for every 20 hours worked. You will qualify to receive paid leave after 6 months of employment. The General Manager approves all requests for vacation. Leave must be taken no later than the last day of the calendar year following the calendar year in which it was earned.

Should you be terminated, you will receive vacation pay for any unused vacation accrued at the time of termination.

3.4 DOMESTIC AND SEXUAL VIOLENCE LEAVE

An employee who has been employed by the District for three or more months and who is the victim of domestic or sexual violence, or whose family member or a member of their household is a victim of domestic or sexual violence shall be permitted to take up to three working days of unpaid leave in any 12-month period. Such leave must be used to: 1) obtain or attempt to obtain judicial relief such as a restraining order; 2) seek medical attention and/or mental health counseling; 3) obtain services from a domestic or sexual violence shelter, domestic or sexual violence program, or rape crisis center; 4) seek new housing to escape the perpetrator or make the employee's home secure from the perpetrator; or 5) seek legal assistance arising from the act of domestic or sexual violence or to attend for prepare for court-related proceeding arising from the act of domestic or sexual violence.

Affected employees must give the District reasonable advance notice of the intention to take leave along with sufficient documentation of the act of domestic or sexual violence, unless providing that notice is not practicable due to imminent danger to the employee, a family member of the employee, or a member of the employee's household.

The District will hold the employee's information provided to the District in order to request leave in confidence except to the extent that the disclosure is 1) request or consented to in writing by the employee; or 2) otherwise required by applicable federal or state law.

Affected employees may elect to use other accrued paid or unpaid leave (including family, medical, sick, annual, personal, or similar leave) for the time off allowed under this policy. This leave will run concurrently with any other applicable leave.

3.5 JURY DUTY

Employees summoned for jury duty are granted an unpaid leave, unless state or local law dictates otherwise.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Make arrangements with your supervisor as soon as you receive your summons.

We expect you to return to your job if you are excused from jury duty during your regular working hours.

3.6 VOTING LEAVE

The District believes that every employee should have the opportunity to vote in a state or federal election, general primary, or special primary. An employee may be granted time off with prior approval from his or her supervisor in accordance with state law. This excused time off if necessary, is unpaid unless state law dictates otherwise. We reserve the right to select the hours you are excused to vote.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Notify your supervisor of the need for voting leave as soon as possible.

3.7 MILITARY LEAVE

Employees who are required to fulfill military obligations in any branch of the Armed Forces of the United States or in state military service will be given the necessary time off and reinstated in accordance with federal and state law.

The time off will be unpaid, except where state law dictates otherwise. Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

Accrued vacation may be used for this leave if the employee chooses.

Military orders should be presented to your supervisor and arrangements for leave made as early as possible before a departure. Employees are required to give advance notice of their service obligations to the District unless military necessity makes this impossible. You must notify your supervisor of your intent to return to employment based on requirements of the law. Your benefits may continue to accrue during the period of leave in accordance with state and federal law.

3.8 WITNESS LEAVE

Employees are given the necessary time off to attend or participate in a court proceeding in accordance with state law. This time off is unpaid, unless state law dictates otherwise. We ask that you notify your supervisor of the need to take witness leave as far in advance as possible.

Exempt employees may be provided time off with pay when necessary to comply with state and federal wage and hour laws.

3.9 COBRA

If you are included in the PBS group health care plan or another group health plan, you and your covered dependents will have the opportunity to continue medical (and/or dental and vision*) benefits for a period of up to 36 months under the provisions of the Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) when group medical (and/or dental and vision*) coverage for you and your covered dependents would otherwise end due to your death or because:

- your employment terminates, for a reason other than gross misconduct; or
- your employment status changes due to a reduction in hours; or
- your child ceases to be a "dependent child" under the terms of the medical (and dental*) plan; or
- you become divorced or legally separated; or
- you become entitled to Medicare.

In the event of divorce, legal separation, or a child's loss of dependent status, you or a family member must notify the plan administrator within 60 days of the occurrence of the event.

The plan administrator will notify the individuals eligible for continuation coverage of their right to elect COBRA continuation coverage.

For more information regarding COBRA, you may contact your supervisor.

*COBRA applies to dental and vision care insurance only if you are enrolled in a group dental and/or vision care insurance plan on the day of the qualifying event.

3.10 FEDERAL FAMILY AND MEDICAL LEAVE ACT

The Family and Medical Leave Act ("FMLA") provides eligible employees the opportunity to take unpaid, job-protected leave for certain specified reasons. The maximum amount of leave an employee may use is either 12 or 26 weeks within a 12-month period depending on the reasons for the leave. Employees should contact their supervisor to determine whether they may be eligible for leave under this policy.

Employee Eligibility

To be eligible for FMLA leave, you must:

1. have worked at least 12 months for the District in the preceding seven years (limited exceptions apply to the seven-year requirement);
2. have worked at least 1,250 hours for the District over the preceding 12 months;

and

3. currently work at a location where there are at least 50 employees within 75 miles.

Conditions Triggering Leave

FMLA leave may be taken for the following reasons:

1. birth of a child, or to care for a newly-born child (up to 12 weeks);
2. placement of a child with the employee for adoption or foster care (up to 12 weeks);

3. to care for an immediate family member (employee's spouse, child, or parent) with a serious health condition (up to 12 weeks);

4. because of the employee's serious health condition that makes the employee unable to perform the employee's job (up to 12 weeks);

5. to care for a Covered Servicemember with a serious injury or illness related to certain types of military service (up to 26 weeks) (see Military-Related FMLA Leave for more details);

or

6. to handle certain qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is on duty under a call or order to active duty in the Uniformed Services (up to 12 weeks) (see Military-Related FMLA Leave for more details).

The maximum amount of leave that may be taken in a 12-month period for all reasons combined is 12 weeks, with one exception. For leave to care for a Covered Servicemember, the maximum combined leave entitlement is 26 weeks, with leaves for all other reasons constituting no more than 12 of those 26 weeks.

Definitions

A "*serious health condition*" is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities. Subject to certain conditions, the continuing treatment requirement includes an incapacity of more than three full calendar days and two visits to a health care provider or one visit to a health care provider and a continuing regimen of care; an incapacity caused by pregnancy or prenatal visits, a chronic condition, or permanent or long-term conditions; or absences due to multiple treatments. Other situations may meet the definition of continuing treatment.

A "*covered servicemember*" is a member or veteran of the Armed Forces, including the National Guard or Reserves, who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness.

The term "*serious injury or illness*" means an injury or illness incurred by the member in the line of duty while on active duty in the Armed Forces that may render the member medically unfit to perform the duties of the member's office, grade, rank, rating, or one that existed before the beginning of active duty and was aggravated by service in the line of duty while active duty. With regard to veterans, the injury or illness may manifest itself before or after the individual assumed veteran status.

"*Qualifying exigencies*" include activities such as short-notice deployment, military events, arranging alternative childcare, making financial and legal arrangements related to the deployment, rest and recuperation, counseling, and post-deployment debriefings.

Identifying the 12-Month Period

The District measures the 12-month period in which leave is taken based on the first day of the FMLA leave. FMLA leave ends 12 months after that date with one exception. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. For leave to care for a covered servicemember, the District calculates the 12-month period beginning on the first day the eligible employee takes FMLA leave to care for a covered servicemember

and ends 12 months after that date. FMLA leave for the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement.

Using Leave

Eligible employees may take FMLA leave in a single block of time, intermittently (in separate blocks of time), or by reducing the normal work schedule when medically necessary for the serious health condition of the employee or immediate family member, or in the case of a covered servicemember, his or her injury or illness. Eligible employees may also take intermittent or reduced-scheduled leave for military qualifying exigencies. Intermittent leave is not permitted for the birth of a child, to care for a newly born child or for placement of a child for adoption or foster care. Employees who require intermittent or reduced-schedule leave must try to schedule their leave so that it will not unduly disrupt the District's operations.

Use of Accrued Paid Leave

Depending on the purpose of your leave request, you may choose (or the District may require you) to use accrued paid leave (such as sick leave, vacation, personal days, family leave, or PTO), concurrently with some or all of your FMLA leave. In order to substitute paid leave for FMLA leave, an eligible employee must comply with the District's normal procedures for the applicable paid-leave policy (e.g., call-in procedures, advance notice, etc.).

Maintenance of Health Benefits

If you and/or your family participate in our group health plan, the District will maintain coverage during your FMLA leave on the same terms as if you had continued to work. If applicable, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the District may recover premiums it paid to maintain health coverage or other benefits for you and your family. Use of FMLA leave will not result in the loss of any employment benefit that accrued prior to the start of your leave.

Notice and Medical Certification

When seeking FMLA leave, you are required to provide:

1. sufficient information for us to determine if the requested leave may qualify for FMLA protection and the anticipated timing and duration of the leave; sufficient information may include you are unable to perform job functions, a family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave; you must also inform the District if the requested leave is for a reason for which FMLA leave was previously taken or certified;
2. if the need for leave is foreseeable, this information must be provided 30 days in advance of the anticipated beginning date of the leave; if the need for leave is not foreseeable, this information must be provided as soon as is practicable and in compliance with the District's normal call-in procedures, absent unusual circumstances;
3. medical certification supporting the need for leave due to a serious health condition affecting you or an immediate family member within 15 calendar days of the District's request to provide the certification (additional time may be permitted in some circumstances). If you fail to do so, we may delay the commencement of your leave, withdraw any designation of FMLA leave or deny the leave, in which case your leave of absence would be treated in accordance with our standard leave of absence

and attendance policies, subjecting you to discipline up to and including discharge. Second or third medical opinions and periodic re-certifications may also be required;

4. periodic reports as deemed appropriate during the leave regarding your status and intent to return to work; and

5. medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition; the District will require this certification to address whether you can perform the essential functions of your position.

Failure to comply with the foregoing requirements may result in delay or denial of leave, or disciplinary action, up to and including discharge.

Employer Responsibilities

To the extent required by law, the District will inform employees whether they are eligible under the FMLA. Should an employee be eligible for FMLA leave, the District will provide them with a notice that specifies any additional information required, as well as the employee's rights and responsibilities. If employees are not eligible, the District will provide a reason for the ineligibility. The District will also inform employees if leave will be - designated as FMLA-protected and, to the extent possible, note the amount of leave counted against the employee's leave entitlement. If the District determines that the leave is not FMLA-protected, the District will notify the employee.

Job Restoration

Upon returning from FMLA leave, eligible employees will typically be restored to their original job or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions.

Failure to Return after FMLA Leave

Any employee who fails to return to work as scheduled after FMLA leave or exceeds the 12-week FMLA entitlement (or in the case of military caregiver leave, the 26-week FMLA entitlement), will be subject to the District's standard leave of absence and attendance policies. This may result in discharge if you have no other District-provided or legally mandated leave available to you that applies to your continued absence. Likewise, following the conclusion of your FMLA leave, the District's obligation to maintain your group health plan benefits ends (subject to any applicable COBRA rights).

Other Employment

The District generally prohibits employees from holding other employment. This policy remains in force during all leaves of absence including FMLA leave and may result in disciplinary action, up to and including discharge.

Fraud

Providing false or misleading information or omitting material information in connection with an FMLA leave will result in disciplinary action, up to and including discharge.

Employers' Compliance with FMLA and Employee's Enforcement Rights

FMLA makes it unlawful for any employer to interfere with, restrain, or deny the exercise of any right provided under FMLA, or discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

While the District encourages employees to bring any concerns or complaints about compliance with FMLA to the attention of the Human Resources department or your supervisor, FMLA regulations

require employers to advise employees that they may file a complaint with the U.S. Department of Labor or bring a private lawsuit against an employer.

Further, FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement that provides greater family or medical leave rights.

Limited Nature of This Policy

This policy should not be construed to confer any express or implied contractual relationship or rights to any employee not expressly provided for by FMLA. The District reserves the right to modify this or any other policy as necessary, in its sole discretion to the extent permitted by law. State or local leave laws may also apply.

Military-Related Federal FMLA Leave

FMLA leave may also be available to eligible employees in connection with certain service-related medical and nonmedical needs of family members. There are two forms of such leave. The first is Military Caregiver Leave, and the second is Qualifying Exigency Leave. Each of these leaves is detailed below.

Military Caregiver Leave

Unpaid Military Caregiver Leave is designed to allow eligible employees to care for certain family members who have sustained serious injuries or illnesses in the line of duty while on active duty. The family member must be a "covered servicemember," which means: (1) a current member or veteran of the Armed Forces, National Guard or Reserves, (2) who is undergoing medical treatment, recuperation, or therapy; or, in the case of a veteran, who was a current member of the Armed Forces, National Guard or Reserves within five years prior to the treatment for which an eligible employee requests leave; is otherwise in outpatient status; or is otherwise on the temporary disability retired list, (3) for a serious injury or illness that may render a current member medically unfit to perform the duties of the member's office, grade, rank, or rating. Military Caregiver Leave is not available to care for servicemembers on the permanent disability retired list.

To be "eligible" for Military Caregiver Leave, the employee must be a spouse, son, daughter, parent, or next of kin of the covered servicemember. "Next of kin" means the nearest blood relative of the servicemember, other than the servicemember's spouse, parent, son, or daughter, in the following order of priority: blood relatives who have been granted legal custody of the servicemember by court decree or statutory provisions; brothers and sisters; grandparents; aunts and uncles; and first cousins; unless the servicemember has specifically designated in writing another blood relative as his or her nearest blood relative for purposes of Military Caregiver Leave. The employee must also meet all other eligibility standards as set forth within the FMLA Leave policy.

An eligible employee may take up to 26 workweeks of Military Caregiver Leave to care for a covered servicemember in a "single 12-month period." The "single 12-month period" begins on the first day leave is taken to care for a covered servicemember and ends 12 months thereafter, regardless of the method used to determine leave availability for other FMLA-qualifying reasons. If an employee does not exhaust his or her 26 workweeks of Military Caregiver Leave during this "single 12-month period," the remainder is forfeited.

Military Caregiver Leave applies on a per-injury basis for each servicemember. Consequently, an eligible employee may take separate periods of caregiver leave for each and every covered servicemember, and/or for each and every serious injury or illness of the same covered servicemember. A total of no

more than 26 workweeks of Military Caregiver Leave, however, may be taken within any "single 12-month period."

Within the "single 12-month period" described above, an eligible employee may take a combined total of 26 weeks of FMLA leave including up to 12 weeks of leave for any other FMLA-qualifying reason (i.e., birth or adoption of a child, serious health condition of the employee or close family member, or a qualifying exigency). For example, during the "single 12-month period," an eligible employee may take up to 16 weeks of FMLA leave to care for a covered servicemember when combined with up to 10 weeks of FMLA leave to care for a newborn child.

An employee seeking Military Caregiver Leave may be required to provide appropriate certification from the employee and/or covered servicemember and completed by an authorized health care provider within 15 days. Military Caregiver Leave is subject to the other provisions in our FMLA Leave Policy (requirements regarding employee eligibility, appropriate notice of the need for leave, use of accrued paid leave, etc.). Military Caregiver Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

Qualifying Exigency Leave

Eligible employees may take unpaid "Qualifying Exigency Leave" to tend to certain "exigencies" arising out of the duty under a call or order to active duty of a "covered military member" (i.e., the employee's spouse, son, daughter, or parent). Up to 12 weeks of Qualifying Exigency Leave is available in any 12-month period, as measured by the same method that governs measurement of other forms of FMLA leave within the FMLA policy (with the exception of Military Caregiver Leave, which is subject to a maximum of 26 weeks of leave in a "single 12-month period"). Although Qualifying Exigency Leave may be combined with leave for other FMLA-qualifying reasons, under no circumstances may the combined total exceed 12 weeks in any 12-month period (with the exception of Military Caregiver Leave as set forth above). The employee must meet all other eligibility standards as set forth within the FMLA policy.

Persons who can be ordered to active duty include active and retired members of the Regular Armed Forces, certain members of the retired Reserve, and various other Reserve members including the Ready Reserve, the Selected Reserve, the Individual Ready Reserve, the National Guard, state military, Army Reserve, Navy Reserve, Marine Corps Reserve, Air National Guard, Air Force Reserve, and Coast Guard Reserve.

A call to active duty refers to a federal call to active duty, and state calls to active duty are not covered unless under order of the President of the United States pursuant to certain laws.

Qualifying Exigency Leave is available under the following circumstances:

1. **Short-notice deployment.** To address any issue that arises out of short notice (within seven days or less) of an impending call or order to active duty.
2. **Military events and related activities.** To attend any official military ceremony, program, or event related to active duty or a call to active duty status or to attend certain family support or assistance programs and informational briefings.
3. **Childcare and school activities.** To arrange for alternative childcare; to provide childcare on an urgent, immediate need basis; to enroll in or transfer to a new school or daycare facility; or to attend meetings with staff at a school or daycare facility.

4. **Financial and legal arrangements.** To make or update various financial or legal arrangements; or to act as the covered military member's representative before a federal, state, or local agency in connection with service benefits.

5. **Counseling.** To attend counseling (by someone other than a health care provider) for the employee, the covered military member, or for a child or dependent when necessary as a result of duty under a call or order to active duty.

6. **Temporary rest and recuperation.** To spend time with a covered military member who is on short-term, temporary rest and recuperation leave during the period of deployment. Eligible employees may take up to five of days of leave for each instance of rest and recuperation.

7. **Post-deployment activities.** To attend arrival ceremonies, reintegration briefings and events, and any other official ceremony or program sponsored by the military for a period of up to 90 days following the termination of the covered military member's active duty status. This also encompasses leave to address issues that arise from the death of a covered military member while on active duty status.

8. **Mutually agreed leave.** Other events that arise from the close family member's duty under a call or order to active duty, provided that the District and the employee agree that such leave shall qualify as an exigency and agree to both the timing and duration of such leave.

An employee seeking Qualifying Exigency Leave may be required to submit appropriate supporting documentation in the form of a copy of the covered military member's active duty orders or other military documentation indicating the appropriate military status and the dates of active duty status, along with a statement setting forth the nature and details of the specific exigency, the amount of leave needed and the employee's relationship to the military member, within 15 days. Qualifying Exigency Leave will be governed by, and handled in accordance with, the FMLA and applicable regulations, and nothing within this policy should be construed to be inconsistent with those regulations.

3.11 SOCIAL SECURITY

During your employment, you and the District both contribute funds to the federal government to support the Social Security Program. This program is intended to provide you with retirement benefit payments and medical coverage once you reach retirement age.

3.12 UNEMPLOYMENT INSURANCE

Upon separation of employment, you may be entitled to unemployment insurance benefits. Information about unemployment insurance can be obtained from your local state agency.

3.13 WORKERS' COMPENSATION

On-the-job injuries are covered by a Workers' Compensation insurance policy. This insurance is provided at no cost to you. If you are injured on the job no matter how slightly, report the incident immediately to your supervisor. Consistent with applicable state law, failure to report an injury within a reasonable period of time could jeopardize your claim. We ask for your assistance in alerting management to any condition that could lead or contribute to an employee accident.

3.14 EDUCATIONAL ASSISTANCE PROGRAM

The District has adopted an employee educational assistance program, as follows:

1. This program is open to all employees.

2. A District employee may request that the District provide financial assistance, including the cost of books, equipment, fees, supplies, and tuition for education and training that the employee believes will assist him or her in performing employment duties.
3. The request must include a written course outline and statement of the course objectives set by the course provider, a brief written statement of the benefit to the District expected to result from the employee's successful completion of the course, and a listing of the costs to be paid by the District. The employee must submit the request to his or her supervisor.
4. The District will, in its discretion, approve a request for educational assistance if the District determines that participation in the course will benefit the District and that the cost to the District is reasonable and within the District's budget. The District may limit the amount of educational assistance to an amount that is less than the full cost, and may impose conditions on the approval, including without limitation that course attendance will be during the employee's personal time, as opposed to work time. The District normally will not pay the employee's travel and subsistence costs in connection with course attendance unless the District determines that the benefit to the District as a result of the employee's completion of the course will be substantial, or unless the District requires the employee to attend the course.
5. District educational assistance is not taxable income to the employee.
6. An employee may not choose to receive cash or other benefits that must be included in gross income instead of educational assistance.

SECTION 4. ON THE JOB

4.1 ATTENDANCE AND PUNCTUALITY

Attendance and punctuality are important factors for your success within our District. We work as a team and this requires that each person be in the right place at the right time.

If you are going to be late for work or absent, notify your supervisor before the start of your workday.

Personal issues requiring time away from your work, such as doctor's appointments or other matters, should be scheduled during your nonworking hours, if possible.

If you are absent for three days without notifying the District, it is assumed that you have voluntarily abandoned your position with the District and you will be removed from the payroll.

4.2 STANDARDS OF CONDUCT

Conduct that interferes with operations, discredits the District, or is offensive to customers or coworkers will not be tolerated. The District is committed to upholding the highest level of ethical conduct in its business dealings with others and expects the same conduct from people acting in its behalf.

1. Ethics in Procurement. See District Procurement Policy, Section 1-1.04
2. Workplace Conduct.
 - a. In General. An employee must:
 - i. Comply with the District policy on drugs and alcohol.
 - ii. Comply with all lawful requests and directions from the employee's supervisor.
 - iii. Report to work punctually as scheduled.
 - iv. Ensure that all District records for which the employee is responsible are complete, accurate, and in compliance with all legal requirements.
 - v. In case of doubt as to the legal requirements for documents, request instruction from the employee's supervisor.
 - vi. Report to the General Manager any instances in which another employee directs, suggests, or advises that the employee falsify any document or fail to follow approved procedures for the gathering of data or completion of records.
 - vii. Refrain from possessing firearms, or any other weapons, on District property or District vehicles.
 - viii. Observe all safety requirements, including use of safety gear.
 - ix. Dedicate the employee's entire attention during working hours to performing the employee's work responsibilities.
 - x. Refrain from smoking within any enclosed space on District premises.
 - xi. Maintain cleanliness and order in the employee's assigned work areas.
 - b. Working with the Public. An employee must:
 - i. Observe the highest standards of courtesy and respect toward members of the public.
 - ii. Respond to public inquiries honestly and fully.

- iii. In a case where the employee is not certain of the appropriate response, refer an inquiry to the employee's supervisor.
- c. Working with other Employees. An employee must:
 - i. Observe the highest standards of courtesy and respect toward other employees and their property.
 - ii. Avoid any statement or conduct that constitutes sexual harassment.
- d. Use of District Premises. The District premises, including plant facilities, installations, office, and premises rented on a temporary basis are to be used exclusively for District business. No person may use District premises to promote, advertise, or advocate anything that does not directly further District business. The District shall remove any materials that are inconsistent with this policy from the District premises. The General Manager may approve exceptions to this policy to post notices of events by non-profit or service organizations whose functions are similar to or supportive of District business.

Each employee has an obligation to observe and follow the District's policies and to maintain proper standards of conduct at all times. If an individual's behavior interferes with the orderly and efficient operation of a department, corrective disciplinary measures will be taken.

Disciplinary action may include a verbal warning, written warning, suspension with or without pay and/or discharge. The appropriate disciplinary action imposed will be determined by the District. The District does not guarantee that one form of action will necessarily precede another.

The following may result in disciplinary action, up to and including discharge: violation of the District's policies or safety rules; insubordination; unauthorized or illegal possession, use or sale of alcohol or controlled substances on work premises or during working hours, while engaged in District activities or in District vehicles; unauthorized possession, use or sale of weapons, firearms or explosives on work premises; theft or dishonesty; physical harassment; sexual harassment; disrespect toward fellow employees, visitors or other members of the public; performing outside work or use of District property, equipment or facilities in connection with outside work while on District time; poor attendance, or poor performance. These examples are not all inclusive. We emphasize that discharge decisions will be based on an assessment of all relevant factors.

Nothing in this policy is designed to modify our employment-at-will policy.

4.3 CUSTOMER AND PUBLIC RELATIONS

Our District's reputation is built on excellent service and quality work. To maintain this reputation requires the active participation of every employee.

The opinions and attitudes that clients have toward our District may be determined for a long period of time by the actions of one employee. It is sometimes easy to take a client for granted, but when we do we run the risk of losing not only that client, but his or her associates, friends, or family who may also be clients or prospective clients.

Each employee must be sensitive to the importance of providing courteous treatment in all working relationships.

4.4 SOLICITATION AND DISTRIBUTION

To avoid unnecessary annoyances and interruptions from your work, solicitation by an employee of another employee is prohibited while either person is on working time.

Employee distribution of literature, including handbills, in work areas during the work hours of any employee involved is prohibited.

Trespassing, soliciting, or distribution of literature by non-employees on these premises is prohibited at all times.

4.5 CHANGES IN PERSONAL DATA

To aid you and/or your family in matters of personal emergency, we need to maintain up-to-date information.

Changes in name, address, telephone number, marital status, number of dependents, or changes in next of kin and/or beneficiaries should be given to your supervisor promptly.

4.6 CARE OF EQUIPMENT

You are expected to demonstrate proper care when using the District's property and equipment. No property may be removed from the premises without the proper authorization of management. If you lose, break, or damage any property, report it to your supervisor at once.

4.7 PERSONAL PROPERTY

The District is not responsible for loss or damage to personal property. Valuable personal items, such as purses and all other valuables, should not be left in areas where theft might occur.

4.8 DRESS POLICY

Employees are expected to maintain the highest standards of personal cleanliness and present a neat, professional appearance at all times.

Our clients' satisfaction represents the most important and challenging aspect of our business. Whether or not your job responsibilities place you in direct client contact, you represent the District with your appearance as well as your actions. The properly attired individual helps to create a favorable image for the District to the public and fellow employees.

4.9 PROTECTING DISTRICT INFORMATION

Protecting our District's information is the responsibility of every employee and we all share a common interest in making sure information is not improperly or accidentally disclosed. Do not discuss the District's confidential or proprietary business matters, or share confidential, personal employee information with anyone who does not work for us, such as friends, family members, members of the media, or other business entities.

The District's address shall not be used for the receipt of personal mail.

4.10 CONFLICT OF INTEREST/CODE OF ETHICS

A District's reputation for integrity is its most valuable asset and is directly related to the conduct of its officers and other employees. Therefore, employees must never use their positions with the District, or any of its clients, for private gain, to advance personal interests, or to obtain favors or benefits for themselves, members of their families or any other individuals, corporations, or business entities.

The District adheres to the highest legal and ethical standards applicable in our business. The District's business is conducted in strict observance of both the letter and spirit of all applicable laws and the integrity of each employee is of utmost importance.

Employees of the District shall conduct their personal affairs in such a fashion that their duties and responsibilities to the District are not jeopardized and/or legal questions do not arise with respect to their association or work with the District.

4.11 IF YOU MUST LEAVE US

Should you decide to leave your employment with us, we ask that you provide your supervisor with at least two weeks' advance notice. Your thoughtfulness is appreciated and will be noted favorably should you ever wish to reapply for employment with the District.

Additionally, the District may ask resigning employees to complete a brief exit interview prior to leaving. All District property, including this Employee Handbook, must be returned upon discharge. Otherwise, the District may take further action to recoup any replacement costs and/or seek the return of District property through appropriate legal recourse.

You should notify the District if your address changes during the calendar year in which discharge occurs so that your tax information will be sent to the proper address.

SECTION 5. SAFETY IN THE WORKPLACE

5.1 GENERAL SAFETY

The District is committed to exercising reasonable care to correct, minimize, and prevent safety concerns.

Safety concerns are conditions that may cause or contribute to bodily injury, death, or property damage. They include obstructions of pedestrian pathways and exits, slippery or unstable conditions, damaged or malfunctioning equipment, and equipment that is not being used in accordance with the manufacturer's safety instructions.

All accidents are caused. Therefore, all accidents can be prevented through the use of ordinary care. It is the responsibility of each District employee to become aware of safety issues and to take appropriate steps to correct, minimize, and prevent safety concerns.

If an employee is capable of correcting a safety concern, he or she should do so.

Reporting near misses is a critical component of accident prevention. Whether or not the employee corrects a safety concern, the employee must notify his or her supervisor of known safety concerns.

An employee who receives a report of any potential emergency situation should attempt to obtain the name of the informant, the exact location and the nature of the situation. The employee must refer this information to his or her supervisor as soon as appropriate.

If the situation is one that might result in immediate serious bodily harm or death, the employee must report the situation to appropriate governmental safety officials. In most cases, this reporting is done via the "911" system.

Employees must become familiar with the location and operation of all fire protective equipment in the vicinity of their work areas, as well as the emergency evacuation exits for safe and fast egress.

Employees must learn the classes of fire (A, B and C), their burning characteristics and the proper extinguishing agents to be used.

Employees must wear safety vests supplied by the District at all times when they are working at or near the site of outdoor construction.

5.2 EACH EMPLOYEE'S RESPONSIBILITY

Safety can only be achieved through teamwork at our District. Each employee, supervisor, and manager must practice safety awareness by thinking defensively, anticipating unsafe situations, and reporting unsafe conditions immediately.

Please observe the following precautions:

1. Notify your supervisor of any emergency situation. If you are injured or become sick at work, no matter how slightly, you must inform your supervisor immediately.
2. The unauthorized use of alcoholic beverages or illegal substances during working hours will not be tolerated. The possession of alcoholic beverages or illegal substances on the District's property is forbidden.
3. Use, adjust, and repair machines and equipment only if you are trained and qualified.
4. Know the proper lifting procedures. Get help when lifting or pushing heavy objects.

5. Understand your job fully and follow instructions. If you are not sure of the safe procedure, don't guess, just ask your supervisor.
6. Know the locations, contents, and use of first aid and firefighting equipment.
7. Wear personal protective equipment in accordance with the job you are performing.
8. Comply with OSHA standards as written in our safety procedures manual.

A violation of a safety precaution is in itself an unsafe act. A violation may lead to disciplinary action, up to and including discharge.

5.3 HURRICANE SAFETY

Observing excellent daily maintenance, cleanliness, safety and security measures are basic to keeping prepared for the unexpected. Additional preparation before an anticipated disaster keeps property damage and personal injury to a minimum. District staff and employees share in before and after responsibilities.

Hurricane Notices:

HURRICANE WATCH: 36-48 hours in advance.

HURRICANE WARNING: 24 hours in advance.

Employee Responsibilities:

PRIOR TO HURRICANE WATCH:

- Secure and clean personal property sites, purchase emergency supplies such as batteries, food, and plywood.
- Review personal evacuation plan and prepare for financial needs in the event of evacuation.

HURRICANE WATCH:

- Assist in securing District facilities, including complete back up of computer.
- Secure personal property and plan for possible evacuation, unless you are a designated emergency responder.
- Make sure you know how to contact your Supervisor/Clerk (District numbers, supervisor's home phone numbers, cell phone numbers, etc.)

HURRICANE WARNING:

- Prepare for District Declaration of Emergency.
- Advise your supervisor where you will be during the hurricane.

5.4 WORKPLACE VIOLENCE

Violence by an employee or anyone else against an employee, supervisor, or member of management will not be tolerated. The purpose of this policy is to minimize the potential risk of personal injuries to employees at work and to reduce the possibility of damage to District property in the event someone, for whatever reason may be unhappy with a District decision, or action by an employee, or member of management.

If you receive or overhear any threatening communications from an employee or outside third party, report it to your supervisor at once. Do not engage in either physical or verbal confrontation with a

potentially violent individual. If you encounter an individual who is threatening immediate harm to an employee or visitor to our premises, contact an emergency agency (such as 911) immediately.

All reports of work-related threats will be kept confidential to the extent possible, investigated and documented. Employees are expected to report and participate in an investigation of any suspected or actual cases of workplace violence and will not be subjected to disciplinary consequences for such reports or cooperation.

Violations of this policy, including your failure to report or fully cooperate in the District's investigation, may result in disciplinary action, up to and including immediate discharge.

5.5 HAZARD COMMUNICATION

The District may use some chemicals (for example, cleaning compounds, waste treatment compounds, inks, etc.) in some of its operations. You should receive training and be familiar with the handling, use, storage, and control measures relating to these substances if you will use or likely be exposed to them. You must follow all labeling requirements. Speak to your supervisor regarding the location of Material Safety Data Sheets (MSDS) in your work area.

If you have any questions, ask your supervisor.

5.6 YOUR SAFETY

The District complies with all applicable federal, state and local health and safety regulations. You are expected to observe all safety and health requirements whether established by the District or by federal, state, or local law.

You must report immediately to your Supervisor all observed safety and health violations, potentially unsafe conditions, and any accidents resulting in injuries to yourself, employees, vendors, customers or guests. You are also encouraged to submit suggestions to make our workplace a safer, healthier environment.

5.7 CLEAN AIR POLICY

Per the Florida Clean Air Act, all areas within District buildings are smoke-free areas. Smoking is permitted outside unless posted otherwise. Violations of this policy may result in disciplinary action, up to and including discharge.

5.8 GOOD HOUSEKEEPING

Good work habits and a neat place to work are essential for job safety and efficiency. You are expected to keep your place of work organized and materials in good order at all times. Report anything that needs repair or replacement to your supervisor.

SMOKING IN THE WORKPLACE

Our District is committed to providing a safe and healthy environment for employees and visitors. To accomplish this goal, smoking and the use of other tobacco products may be prohibited or allowed only in designated areas consistent with applicable state and local laws.

5.9 CONCEALED WEAPONS

Possession, use or sale of weapons, firearms, or explosives on work premises, while operating District machinery, equipment, or vehicles for work-related purposes or while engaged in District business off premises is forbidden except where expressly authorized by the District and permitted by state and local

laws. This policy applies to all employees, including but not limited to those who have a valid permit to carry a firearm. This policy does not apply to firearms stored in the employee's locked vehicle.

Employees who are aware of violations or threats of violations of this policy are required to report such violations or threats of violations to their supervisor immediately.

Violations of this policy will result in disciplinary action, up to and including discharge.

5.10 SUBSTANCE ABUSE

The District has vital interests in ensuring a safe, healthy, and efficient working environment for our employees, their coworkers, and the customers we serve. The unlawful or improper presence or use of controlled substances or alcohol in the workplace presents a danger to everyone. For these reasons, we have established as a condition of employment and continued employment with the District the following substance abuse policy.

Employees are prohibited from reporting to work or working while using illegal or unauthorized substances. Employees are prohibited from reporting to work or working when the employee uses any controlled substance, except when the use is pursuant to a doctor's orders and the doctor advised the employee that the substance does not adversely affect the employee's ability to safely perform his or her job duties.

In addition, employees are prohibited from engaging in the unlawful or unauthorized manufacture, distribution, sale, or possession of illegal substances and alcohol in the workplace including: on District paid time, on District premises, in District vehicles, or while engaged in District activities.

Your employment or continued employment with the District is conditioned upon your full compliance with the foregoing substance abuse policy. Any violation of this policy may result in disciplinary action, up to and including discharge.

Consistent with its fair employment policy, the District maintains a policy of non-discrimination and reasonable accommodation with respect to recovering addicts and alcoholics, and those having a medical history reflecting treatment for substance abuse conditions. We encourage employees to seek assistance before their substance or alcohol use renders them unable to perform their essential job functions or jeopardizes the health and safety of themselves or others. The District will attempt to assist its employees through referrals to rehabilitation, appropriate leaves of absence, and other measures consistent with the District's policies and applicable federal, state, or local laws.

The District further reserves the right to take any and all appropriate and lawful actions necessary to enforce this substance abuse policy including, but not limited to, the inspection of District issued lockers, desks, or other suspected areas of concealment, as well as an employee's personal property when the District has reasonable suspicion to believe that the employee has violated this substance abuse policy.

This policy represents management guidelines only and should not be interpreted as a contract of employment.

Where applicable, our District will comply with the provisions of the Drug Free Workplace Act. Please speak with your supervisor for more information regarding our substance abuse policy.

SECTION 6. TRAVEL EXPENSE REIMBURSEMENT

A. DEFINITIONS

For the purposes of this section, the following words shall have the meanings indicated:

- 1) Authorized person means:
 - a) A person other than a district commissioner or employee as defined herein, who is authorized by the General Manager to incur travel expenses in the performance of official duties, or
 - b) A person who is appointed by the District to contribute time and services as consultant, advisor, or representative.
- 2) Class A travel means continuous travel of 24 hours or more away from District headquarters, or, in the case of an employee, the employee's usual place of performance.
- 3) Class B travel means continuous travel of less than 24 hours which involves overnight absence from District headquarters or, in the case of an employee, the employee's usual place of performance.
- 4) Class C travel means travel for short or day trips where the traveler is not away from District headquarters or, in the case of an employee, the employee's usual place of performance, overnight.
- 5) Common carrier means a train, bus, commercial airline operating scheduled flights, or rental cars of an established rental car firm.
- 6) District commissioner means a person serving as a member of the Key Largo Wastewater Treatment District Board of Commissioners.
- 7) Foreign travel means travel outside the United States.
- 8) Employee means an individual who is filling a regular or full-time authorized position and is responsible to the General Manager.
- 9) Travel day means a period of 24 hours consisting of four quarters of 6 hours each.
- 10) Travel expense, traveling expenses, necessary expenses while traveling, actual expenses while traveling, or words of similar nature means the usual ordinary and incidental expenditures necessarily incurred by a traveler. Tips, gratuities, and the like are NOT reimbursable travel expenses.
- 11) Travel period means a period of time between the time of departure and time of return.
- 12) Traveler means a district commissioner, employee, or authorized person, when performing travel authorized by the District.

B. AUTHORITY TO INCUR TRAVEL EXPENSES

- a) All travel must be authorized and approved by the District Board of Commissioners, the General Manager, or the traveler's supervisor.
- b) Travel expenses of travelers shall be limited to those expenses necessarily incurred by them in the performance of a District purpose and must be within the limitations prescribed by this section.
- c) A traveler who becomes sick or injured may continue to receive subsistence as provided in subsection during the period of illness or injury until such time as the traveler is able to perform the

official business of the District or returns from the travel, whichever is earlier. Such subsistence may be paid when approved by the General Manager or District Board.

C. COMPUTATION OF TRAVEL TIME FOR REIMBURSEMENT

For purposes of reimbursement and methods of calculating fractional days of travel, the following principles are prescribed:

- a) The travel day for Class A travel shall be a calendar day (midnight to midnight). The travel day for Class B travel shall begin at the same time as the travel period. For Class A and Class B travel, the traveler shall be reimbursed one-fourth of the authorized rate of per diem for each quarter, or fraction thereof, of the travel day included within the travel period. Class A and Class B travel shall include any assignment on official business outside of regular office hours and away from regular places of employment when it is considered reasonable and necessary to stay overnight and for which travel expenses are approved.
- b) A traveler shall not be reimbursed on a per diem basis for Class C travel, but shall receive subsistence as provided in this section, which allowance for meals shall be based on the following schedule:
 - i) Breakfast--When travel begins before 6 a.m. and extends beyond 8 a.m.
 - ii) Lunch--When travel begins before 12 noon and extends beyond 2 p.m.
 - iii) Dinner--When travel begins before 6 p.m. and extends beyond 8 p.m., or when travel occurs during nighttime hours due to special assignment.

No allowance shall be made for meals when travel is confined to the city or town of the official headquarters or immediate vicinity; except assignments of official business outside the traveler's regular place of employment if travel expenses are approved. The Chief Financial Officer shall establish a schedule for processing Class C travel subsistence payments at least on a monthly basis.

D. RATES OF PER DIEM AND SUBSISTENCE ALLOWANCE

For purposes of reimbursement rates and methods of calculation, per diem and subsistence allowances are provided as follows:

- a) All travelers shall be allowed for subsistence when traveling to a convention or conference or when traveling within or outside the state in order to conduct bona fide District business, which convention, conference, or business serves a direct and lawful public purpose with relation to the District, either of the following for each day of such travel at the option of the traveler:
 - i) Eighty dollars per diem; or
 - ii) If actual expenses exceed \$80, the amounts permitted in paragraph b) for subsistence, plus actual expenses for lodging at a single-occupancy rate to be substantiated by paid bills therefor.
- b) All travelers shall be allowed the following amounts for subsistence while on Class C travel on official business as provided in paragraph (5)(b):
 - i) Breakfast \$6
 - ii) Lunch \$11
 - iii) Dinner \$19

c) No one, whether traveling out of state or in state, shall be reimbursed for any meal or lodging included in a convention or conference registration fee paid by the District.

E. TRANSPORTATION.

a) All travel must be by a usually traveled route. In case a person travels by an indirect route for his or her own convenience, any extra costs shall be borne by the traveler; and reimbursement for expenses shall be based only on such charges as would have been incurred by a usually traveled route. The General Manager or designee shall designate the most economical method of travel for each trip, keeping in mind the following conditions:

i) The nature of the business.

ii) The most efficient and economical means of travel (considering time of the traveler, impact on the productivity of the traveler, cost of transportation, and per diem or subsistence required). When it is more efficient and economical to either the traveler or the District, jet service offered by any airline, whether on state contract or not, may be used when the cost is within an approved threshold determined by the General Manager or designee.

iii) The number of persons making the trip and the amount of equipment or material to be transported.

b) The District may provide any form it deems necessary to cover travel requests for traveling on official business and when paid by the District.

c) Transportation by common carrier when traveling on official business and paid for personally by the traveler shall be substantiated by a receipt therefor. Federal tax shall not be reimbursable to the traveler unless the state and other public agencies are also required by federal law to pay such tax. In the event transportation other than the most economical class as approved by the agency head is provided by a common carrier on a flight check or credit card, the charges in excess of the most economical class shall be refunded by the traveler to the agency charged with the transportation provided in this manner.

d) The use of privately owned vehicles for official travel in lieu of publicly owned vehicles or common carriers may be authorized by the agency head or his or her designee.

i) Whenever travel is by privately owned vehicle:

(1) A traveler shall be entitled to a mileage allowance at the Internal Revenue Service optional standard mileage rates used to calculate the deductible costs of operating an automobile for business purposes; or

(2) A traveler shall be entitled to the common carrier fare for such travel if determined by the General Manager to be more economical.

ii) Reimbursement for expenditures related to the operation, maintenance, and ownership of a vehicle shall not be allowed when privately owned vehicles are used on public business and reimbursement is made pursuant to this paragraph, except as provided in subsection F.

iii) All mileage shall be shown from point of origin to point of destination and, when possible, shall be computed on the basis of the current map of the Department of Transportation. Vicinity mileage necessary for the conduct of official business is allowable but must be shown as a separate item on the expense voucher.

e) Transportation by chartered vehicles when traveling on official business may be authorized by the agency head when necessary or where it is to the advantage of the agency, provided the cost of such transportation does not exceed the cost of transportation by privately owned vehicle pursuant to paragraph d).

f) The agency head or his or her designee may grant monthly allowances in fixed amounts for use of privately owned automobiles on official business in lieu of the mileage rate provided in paragraph d). Allowances granted pursuant to this paragraph shall be reasonable, taking into account the customary use of the automobile, the roads customarily traveled, and whether any of the expenses incident to the operation, maintenance, and ownership of the automobile are paid from funds of the agency or other public funds. Such allowance may be changed at any time, and shall be made on the basis of a signed statement of the traveler, filed before the allowance is granted or changed, and at least annually thereafter. The statement shall show the places and distances for an average typical month's travel on official business, and the amount that would be allowed under the approved rate per mile for the travel shown in the statement, if payment had been made pursuant to paragraph d).

g) No contract may be entered into between a public officer or employee, or any other person, and a public agency, in which a depreciation allowance is used in computing the amount due by the agency to the individual for the use of a privately owned vehicle on official business; provided, any such existing contract shall not be impaired.

h) No traveler shall be allowed either mileage or transportation expense when gratuitously transported by another person or when transported by another traveler who is entitled to mileage or transportation expense. However, a traveler on a private aircraft shall be reimbursed the actual amount charged and paid for the fare for such transportation up to the cost of a commercial airline ticket for the same flight, even though the owner or pilot of such aircraft is also entitled to transportation expense for the same flight under this subsection.

F. OTHER EXPENSES

a) The following incidental travel expenses of the traveler may be reimbursed:

- i) Taxi fare, excluding gratuities.
- ii) Ferry fares; and bridge, road, and tunnel tolls.
- iii) Storage or parking fees.
- iv) Communication expense.

v) Convention registration fee while attending a convention or conference which will serve a direct public purpose with relation to the public agency served by the person attending such meetings. A traveler may be reimbursed the actual and necessary fees for attending events which are not included in a basic registration fee that directly enhance the public purpose of the participation of the agency in the conference. Such expenses may include, but not be limited to, banquets and other meal functions. It shall be the responsibility of the traveler to substantiate that the charges were proper and necessary. However, any meals or lodging included in the registration fee will be deducted in accordance with the allowances provided in subsection (6).

(1) (b) Other expenses which are not specifically authorized by this section may be approved by the District pursuant to rules adopted by it. Expenses approved pursuant to this paragraph shall be reported by the District Board annually.

G. FRAUDULENT CLAIMS

Claims submitted pursuant to this section shall not be required to be sworn to before a notary public or other officer authorized to administer oaths, but any claim authorized or required to be made under any provision of this section shall contain a statement that the expenses were actually incurred by the traveler as necessary travel expenses in the performance of official duties and shall be verified by a written declaration that it is true and correct as to every material matter; and any person who willfully makes and subscribes any such claim which he or she does not believe to be true and correct as to every material matter, or who willfully aids or assists in, or procures, counsels, or advises the preparation or presentation under the provisions of this section of a claim which is fraudulent or is false as to any material matter, whether or not such falsity or fraud is with the knowledge or consent of the person authorized or required to present such claim, is guilty of a misdemeanor of the second degree, punishable as provided in § 775.082 or § 775.083, F.S. Whoever shall receive an allowance or reimbursement by means of a false claim shall be civilly liable in the amount of the overpayment for the reimbursement of the public fund from which the claim was paid.

H. ADVANCEMENTS

Notwithstanding any of the foregoing restrictions and limitations, an General Manager or designee may make, or authorize the making of, advances to cover anticipated costs of travel to travelers. Such advancements may include the costs of subsistence and travel of any person transported in the care or custody of the traveler in the performance of his or her duties.

I. DIRECT PAYMENT OF EXPENSES BY DISTRICT

Whenever an agency requires an employee to incur either Class A or Class B travel on emergency notice to the traveler, such traveler may request the agency to pay his or her expenses for meals and lodging directly to the vendor, and the agency may pay the vendor the actual expenses for meals and lodging during the travel period, limited to an amount not to exceed that authorized pursuant to this section. In emergency situations, the General Manager or designee may authorize an increase in the amount paid for a specific meal, provided that the total daily cost of meals does not exceed the total amount authorized for meals each day. The General Manager or designee may also grant prior approval for the District to make direct payments of travel expenses in other situations that result in cost savings to the District, and such cost savings shall be documented in the voucher submitted to the Chief Financial Officer for the direct payment of travel expenses. The provisions of this subsection shall not be deemed to apply to any legislator or to any employee of the Legislature.

SECTION 7. VEHICLES

This policy addresses the use of vehicles on District business.

1. General.

- a. A District employee or a District official using a vehicle on District business must exercise reasonable care in the operation of the vehicle.
- b. A person using a vehicle on District business must have and maintain a valid Florida driver's license with all endorsements necessary for operation of the type of vehicle the employee operates.
- c. At the request of the District, a person using a vehicle on District business must allow the District to make a copy of the employee's driver's license and evidence of liability insurance.
- d. A person using a vehicle on District business must notify the District of any suspension or revocation of the person's driver's license or liability insurance.
- e. A driver on District business is responsible to ensure that the driver and all passengers use their seat belts properly.
- f. A driver on District business must minimize the use of a cell phone while the vehicle is in motion. If the driver receives a cell phone call while the vehicle is in motion, the driver should stop the vehicle in a safe place for the duration of the call, or arrange to return the call at a time when the vehicle is safely stopped.
- g. Prior to using a vehicle on District business, the driver should conduct a brief inspection to ensure that all lights and safety equipment are operational and that the tires appear to be properly inflated.
- h. A driver on District business is responsible for any violations of law by the driver.
- i. A driver is primarily responsible for his or her own failure to exercise reasonable care in operating the vehicle.
- j. The fact that the vehicle is used on District business DOES NOT eliminate, reduce, or otherwise affect the driver's responsibility for his or her failure to comply with the law or to exercise reasonable care in operating the vehicle.
- k. A driver may not, under any circumstances, operate a vehicle on District business when any physical or mental impairment affects the driver's ability to operate the vehicle safely. This includes temporary impairments due to illness, medication, or intoxication.

2. Use of District Vehicles.

- a. A District vehicle may not be used for personal business.
- b. A District vehicle may not be used to carry a passenger, including a family member, unless the passenger is engaged in District business.
- c. A person using a District vehicle must use the shortest route between the origin and the destination, unless traffic or other conditions require a longer route.
- d. A person required to use a District vehicle before or after normal working hours may, for convenience, take the vehicle home the night before the District business and/or may return the vehicle the day after the District business.

e. District business includes driving the vehicle between a person's residence and the place of District business as described in the preceding paragraph, and when the driver's official responsibilities to the District include on-call responsibilities.

f. District business includes driving the vehicle to a restaurant in connection with the trip.

3. Use of Personal Vehicles on District Business.

a. A District employee or official may use a personal vehicle on District business, and is entitled to a mileage reimbursement at the rate adopted by the District.

b. The mileage reimbursement shall be calculated by subtracting the odometer reading (in miles) at the beginning of the trip from the odometer reading (in miles) at the end of the trip, and multiplying the difference by the mileage reimbursement rate. The mileage submitted for reimbursement must exclude any deviations for personal business.

c. A driver must ensure that the vehicle is registered and insured as required by law, and that evidence of registration and insurance is carried in the vehicle.

d. At all times when the driver is using a personal vehicle on District business, the driver must observe the policies applicable to District vehicles.

4. Motor Vehicle Accidents and Reporting.

a. A driver must report any accident, theft, damage, breakdown, or mechanical problem involving vehicle used on District business to the employee's supervisor, regardless of the extent of damage or lack of injuries.

b. The driver is responsible to report the incident immediately to police and state authorities as required by law.

c. In case of an accident, the driver must attempt to obtain all pertinent facts and information, including the driver's license and insurance information for all other drivers involved in the accident. The driver must also produce such information if requested by a peace officer or another driver involved in the accident.

d. A driver is not required to answer questions that may result in receiving a citation.

e. A driver must not admit fault or negligence at the scene of the accident.

f. A driver must cooperate with the District and its insurer in investigating and defending any claim arising out of or in any way connected with an accident.

g. A driver must attempt to obtain the names and addresses of others involved in the accident and of witnesses, if any. The driver should make a sketch or otherwise note position of the vehicles after the accident.

SECTION 8. WHISTLE-BLOWER

The District is committed to compliance with applicable state and federal laws and encourages reporting of truthful information of violations or potential violations of federal or state laws. The District will promptly and thoroughly investigate all complaints brought in good faith and will correct any conditions found to be out of compliance with law or District policy.

The District has developed this policy so that all District personnel will work together to maintain the highest level of compliance with all state and federal laws. The District will make every reasonable effort to ensure that all concerned are familiar with these policies and are aware that any violation of such policies will be investigated and resolved appropriately. Any Commissioner or employee who has any questions or concerns about this policy should discuss these questions with the General Manager or with District Counsel.

The District will not retaliate against any person who utilizes the complaint procedure in this policy or against any person complying with the investigation process, reporting truthful information to state or federal law enforcement, or testifying, participating in, or otherwise assisting with investigations or enforcement actions against the District.

1. Individuals who reasonably believe they have information regarding a violation of federal or state law, District bylaws and/or District policies shall follow these procedures:
 - a. An employee shall report such information to the employee's supervisor.
 - b. The General Manager shall report such information to the District Board of Commissioners.
 - c. A Commissioner shall report such information to the Chairman of the District Board of Commissioners.
 - d. The Chairman of the District Board of Commissioners shall report such information to District Counsel.
 - e. If any person believes that reporting such information in the manner described above would be futile or would result in retaliation against that person, then that person shall report such information to the next higher level of authority or to District Counsel.
2. Any allegation of a whistleblower must be in writing and signed by the whistleblower. The designated person to whom the allegation is made shall furnish a copy of the allegation to each of the Commissioners and District Counsel within no more than three business days.
3. The District will promptly investigate any report in coordination with District Counsel, and will take corrective action as necessary. Except as necessary to investigate or to implement corrective action, and consistent with applicable law, the District will keep confidential the name of the person making the complaint.
4. The recipient of the allegation shall make an investigation and report to the Board of Commissioners the results of that investigation and the proposed actions to be taken, if any, at the next board meeting after receipt of the allegation.
5. Retaliation against an individual who reports violations or potential violations of the state or federal law that the individual reasonably believed to be true and accurate is a serious violation of this policy.
 - a. Acts of retaliation should be reported immediately as provided in Section 1, above.

b. The District will take responsive action to address any retaliation incidents, including without limitation training, referral to counseling and/or disciplinary action such as reassignment, temporary suspension without pay or termination of employment as appropriate.

6. Individuals who make false and malicious complaints under this policy (as opposed to complaints which, even if erroneous, are made in good faith based on a reasonable belief in the truth and accuracy of such information) may be subject to appropriate disciplinary action up to and including the termination of employment.

7. Board of Commissioners Review. The Board of Commissioners shall have full review and final decision authority in matters related to the whistleblower and retaliation situations except where the allegation is against the Board of Commissioners.

SECTION 9. DWELLING OCCUPANCY POLICY

THIS OCCUPANCY POLICY establishes the terms and conditions under which employees of the Key Largo Wastewater Treatment District ("District") may occupy the house located at the White Rhino vacuum station site. An employee using the premises must comply strictly with each and every term of this policy. Failure to comply with the terms and conditions of this policy will result in revocation of the employee's permission to use the premises.

- 1) **PRIORITY USE OF PREMISES, APPROVAL.** The premises are available for occasional use by an employee for the convenience of the District.
 - a) An employee required as a result of District business to work late at night or early in the morning, such that commuting from the employee's home would be unreasonably burdensome, difficult, or unsafe, shall have first priority for use of the premises.
 - b) The District will in its discretion make the premises available to an employee for temporary, occasional use for the convenience of the employee on a low-priority basis.
 - c) Use of the premises by an employee requires the written approval of the employee's supervisor and the District General Manager for the time specified in the approval.
- 2) **EMPLOYEE USE.** Only an employee in good standing may use the premises. No person other than an employee or a District contractor performing services for the District may enter or use the premises for any time. A room designated for sleeping may be occupied by only one employee at a time, unless the District provides bunks or other sleeping arrangements for multiple occupancy. All occupants of a sleeping room for multiple occupancy shall be of the same sex.
- 3) **CONDITION OF PREMISES.** Employee represents and warrants that he or she has examined the premises, and that they are at the time of occupancy in good order, repair, and in a safe, clean and tenantable condition.
- 4) **ALTERATIONS AND IMPROVEMENTS.** Employee shall make no alterations or improvements to the premises without the prior written consent of the District. Any and all alterations, changes, and/or improvements built, constructed or placed on the premises by employee shall, unless otherwise provided by written agreement between employee and the District, be and become the property of District and remain on the premises at the expiration or earlier termination of this Agreement.
- 5) **HAZARDOUS MATERIALS.** Employee shall not keep on the premises any item of a dangerous, flammable or explosive character that might unreasonably increase the danger of fire or explosion on the premises or that might be considered hazardous or extra hazardous by any responsible insurance company.
- 6) **DRUGS, ALCOHOL, TOBACCO.** Employee must not possess or use controlled substances (other than prescriptions used at the direction of a medical professional) or alcohol on or within the premises. Employee must not use tobacco or tobacco products within the premises.
- 7) **UTILITIES.** The utilities are provided by the District at no charge to employee. Employee must exercise reasonable care to avoid unnecessary consumption of utilities, and shall report promptly to the District any leaks or other actual or potential causes of unnecessary consumption of utilities.
- 8) **CLEANING AND MAINTENANCE.** The District will provide periodic cleaning services, including replacement of paper goods. Employee must clean up any spills, breakage, unusual accumulations of dirt, and any other conditions caused by employee.

9) **RULES OF OCCUPANCY.** Employee must:

- a) Refrain from obstructing the driveways or entry ways to the premises, which shall be used for the purposes of ingress and egress only;
- b) Keep all windows, glass, window coverings, doors, locks and hardware in good, clean order and repair;
- c) Refrain from covering the windows or doors, except for coverings provided by the District;
- d) Keep windows or doors in a closed position during any inclement weather;
- e) Keep all exterior doors, windows, and fence gates locked when the premises are not occupied;
- f) Keep all fence gates closed;
- g) Refrain from causing any locks or hooks to be placed upon any door or window, except as provided by the District;
- h) Report to the District any maintenance deficiencies noted by employee;
- i) Keep all of employee's personal property stowed in the bedroom occupied by employee. When the employee is not occupying the premises, personal property may be stored in lockers provided by the District. Employee assumes all risk of loss or damage to employee's personal property kept or left on the premises;
- j) Keep all lavatories, sinks, toilets, and all other water and plumbing apparatus in good order and repair and use same only for the purposes for which they were constructed;
- k) Use all appliances, equipment, and supplies provided by the District in the usual and intended manner, and be responsible for the cost of repairing the same if damaged by employee misuse;
- l) Maintain order in the premises;
- m) Avoid making or permitting any loud noises that would disturb other occupants or neighboring residents;
- n) Provide all sheets, linens, towels, and other similar items for employee's use during occupancy of the premises;
- o) Keep all radios, television sets, stereos, etc., turned down to a level of sound that does not annoy or interfere with other occupants or neighboring residents;
- p) Deposit all trash, garbage, rubbish or refuse in the locations provided therefor and shall not allow any trash, garbage, rubbish or refuse to be deposited or permitted to stand on the exterior of any building or within the common elements other than trash receptacles;
- q) Refrain from tampering with or disabling any smoke detector or safety device within the premises.

10) **INSPECTION OF PREMISES.** District and its agents shall have the right at all reasonable times to enter the premises for the purpose of inspecting the premises, and for the purposes of making any repairs, additions or alterations, or performing any maintenance as may be deemed appropriate by District for the preservation of the premises.

11) **SURRENDER OF PREMISES.** Upon the expiration of employee's occupancy of the premises, employee shall vacate the premises in clean condition and in good repair, reasonable use, and wear and tear thereof and damages by the elements excepted.

- 12) **ANIMALS.** Employee shall not be entitled to keep or allow any pets on the premises.
- 13) **NO QUIET ENJOYMENT.** District makes no warranty, promise, or representation as to the condition or availability of the premises to employee, and employee hereby waives any and claims and damages against the District resulting from or in any way connected with employee's occupancy of the premises.
- 14) **COMPLAINTS.** Employee must report any and all complaints and other issues regarding the premises or other occupants to the District General Manager or designee.
- 15) **ATTORNEYS' FEES.** Should it become necessary for District to employ an attorney to enforce any of the conditions or covenants hereof, including gaining possession of the premises, employee agrees to pay all expenses so incurred, including a reasonable attorneys' fee.
- 16) **GOVERNING LAW.** This Agreement shall be governed, construed, and interpreted by, through and under the Laws of the State of Florida.
- 17) **NON-WAIVER.** No indulgence, waiver, election, or non-election by District under this Agreement shall affect employee's duties and liabilities hereunder.
- 18) **MODIFICATION.** The District will in its discretion modify or amend this policy to address any occupancy issues without notice to employee.

RECEIPT OF EMPLOYEE HANDBOOK AND EMPLOYMENT-AT-WILL STATEMENT

This is to acknowledge that I have received one copy of the Employee Handbook and understand that it sets forth the terms and conditions of my employment as well as the duties, responsibilities and obligation of employment with the District. I understand and agree that it is my responsibility to read the Employee Handbook and to abide by the rules, policies and standards set forth in the Employee Handbook.

I also acknowledge that my employment with the District and PBS is not for a specified period of time and can be terminated at any time for any reason, with or without cause or notice, by me or the District, except where state law dictates otherwise. I acknowledge that no oral or written statements or representations regarding my employment can alter the foregoing. I also acknowledge that no manager or employee has the authority to enter into an employment agreement - express or implied - providing for employment other than at-will (unless those agreements are in a written contract signed by the authorized representative of the District).

I also acknowledge that, except for the policy of at-will employment, the District and PBS reserve the right to revise, delete, and add to the provisions of this Employee Handbook. All such revisions, deletions, or additions must be in writing and must be signed by the president of the District. No oral statements or representations can change the provisions of this Employee Handbook. I also acknowledge that, except for the policy of at-will employment, terms and conditions of employment with the District may be modified at the sole discretion of the District, with or without cause or notice, at any time. No implied contract concerning any employment related decision, term of employment, or condition of employment can be established by any other statement, conduct, policy, or practice.

I understand that the foregoing agreement concerning my at-will employment status and the District's right to determine and modify the terms and conditions of employment is the sole and entire agreement between me and the District concerning the duration of my employment, the circumstances under which my employment may be terminated and the circumstances under which the terms and conditions of my employment may change. I further understand that this agreement supersedes all prior agreements, understandings, and representations concerning my employment with the District (unless those agreements are in a written contract signed by the president of the District).

If I have questions regarding the content or interpretation of this Employee Handbook, I will bring them to the attention of my supervisor.

Delivered to employee by: _____, on _____.

Received by Employee:

NAME

DATE

EMPLOYEE SIGNATURE

KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: May 17, 2011

Agenda Item No. 16

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA

☐ Other:

SUBJECT: General Manager Contract

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-12-11

Originating Department: Legal	Costs:	Attachments
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager <input type="checkbox"/> Finance	<input type="checkbox"/> Engineering <input type="checkbox"/> Clerk	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background: Attached is the proposed contract for Margaret Blank as General Manager.

**KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT**

THIS Employment Contract is entered into as of the date first set forth below, by and between the Key Largo Wastewater Treatment District, an independent special district created by Chapter 2002-337, Laws of Florida (the "District"), and the Employee named below.

1. Employee Name and Address: Margaret Blank, 124 S. Bay Harbor Drive, Key Largo, FL 33037
2. Employee Title: Interim General Manager
3. Employee Compensation Rate: \$120,000/year;
4. Effective Date of this Employment Contract: June 1, 2011
5. Term of Employment Contract: Six Months
6. Date of first District Employment: May 1, 2005
7. General Provisions of Employment: See Attachment A
8. Employee Duties: See Attachment B.
9. Special Terms of Employment:
 - a. Paragraph 1.c of the Employment Agreement is amended to provide that the first 180 days of the term of the Employment Contract shall be considered a probationary period, during which time either party may terminate the Employment Contract without cause upon 7 days' written notice to the other party.
 - b. The Employee will consult with the Board of Commissioners regarding any appointments of senior management personnel.

IN WITNESS WHEREOF, the parties hereto have executed this Employment Contract as of the date first written above.

Key Largo Wastewater
Treatment District

Employee

By _____
Robert Majeska
Its Chairman

Margaret Blank

ATTACHMENT A
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT

GENERAL PROVISIONS FOR GENERAL MANAGER

THESE EMPLOYMENT CONTRACT GENERAL PROVISIONS FOR EXEMPT EMPLOYEES ("General Provisions") specify the general terms of employment between the Key Largo Wastewater Treatment District ("District") and the employee ("Employee") named in the District Employment Contract ("Employment Contract") to which these terms are attached. These General Provisions shall apply except to the extent they are modified or amended by the express provisions of the Employment Contract.

1. Employment.

- a. The District hereby employs Employee, and Employee hereby accepts employment with the District, on the terms set forth in the Employment Contract.
- b. The Employment Contract is an "at will" agreement.
- c. Either party may terminate the Employment Contract without cause upon 60 days' written notice to the other party.
- d. In addition, the District may terminate the Employment Contract for disability or cause pursuant to Section 8 hereof.
- e. Employee is a public official as that term is used in the Florida Statutes, and is subject to all ethical and other legal constraints applicable to public officials.
- f. During the term of the Employment Contract, Employee shall devote Employee's best efforts, knowledge, skill, and attention to the performance of Employee's duties as aforesaid, except during such periods as Employee shall be ill, disabled, or on vacation as provided by the Employment Contract.
- g. Employee shall not accept any other employment for compensation without the prior written consent of the District Board, which consent may be withheld if the District Board reasonably believes that such employment would negatively affect the quality of the Employee's services to the District.
- h. This is a full-time, salaried position, and the position is exempt from the overtime compensation requirements of the Fair Labor Standards Act.

- i. Employee shall keep all records that may be required to support any charge by the District against any grant or other funding for work performed by Employee.
2. Place of Employment. Employee shall be afforded an office and support services at the District offices located at 98880 Overseas Highway, Key Largo, Florida, and/or such other locations as may be specified in the Employment Contract.
3. Compensation.
 - a. The compensation rate is stated in the Employment Contract.
 - b. Employee's wages shall be payable once each month on the last day, commencing on the last day of the first month in which Employee performs services to the District under the Employment Contract.
 - c. Employee shall pay the employee's share of any payroll taxes required under applicable law, by payroll deduction, and District shall bear and be responsible for the employer's share of any taxes on wages paid as required under applicable law.
4. Vacation. Employee shall be entitled to one day of paid vacation for each month worked, and may begin to use such vacation after six months of paid employment. Employee shall schedule such vacation to minimize the inconvenience and other impacts to the District.
5. Holidays. Employee is entitled to paid holidays. The following days are District holidays: New Year's Day, Birthday of Martin Luther King, Jr. (third Monday in January), Memorial Day, Independence Day, Labor Day, Veterans' Day (November 11), Thanksgiving Day, Friday after Thanksgiving, Christmas Day, and one floating holiday. If any holiday falls on a Saturday, the holiday shall be observed on the preceding Friday; if any holiday falls on a Sunday, the holiday shall be observed on the next Monday.
6. Benefits. The Employee understands and agrees that the District has adopted a group medical plan and a 401(k) plan. The District does not contribute to these plans, and Employee's participation in these plans is solely at Employee's option.
IT IS THE RESPONSIBILITY OF EMPLOYEE TO BECOME FAMILIAR WITH

THE TERMS OF THESE PLANS AND TO DETERMINE WHETHER OR NOT TO PARTICIPATE IN THEM, OR ANY OF THEM, AS EMPLOYEE DEEMS APPROPRIATE. EMPLOYEE SHOULD NOTE THAT THESE PLANS MAY INCLUDE PROVISIONS THAT LIMIT THE TIMES AND CONDITIONS UNDER WHICH EMPLOYEE MAY ELECT TO PARTICIPATE IN THEM.

7. Travel Expenses. The District shall pay for or reimburse Employee in accordance with the District's standard policies for travel for the purpose of carrying on District business.
 - a. The District's standard policies for reimbursement of travel expenses are those set forth in Florida Statutes Section 112.061;
 - b. However, the District reimbursement rate for the use of a private vehicle on District business is \$0.40/mile.
8. Termination for Disability or Cause. The Employment Contract may be terminated by the District Board upon any of the following events:
 - a. The expiration of 30 days following written notice given by the District Board to Employee of the District's election to terminate this Agreement following Employee's Disability. "Disability" means the inability of Employee to perform substantially all of the duties required of Employee by the Employment Contract by reason of physical or mental incapacity for a period of one month, or a period of more than 30 days in the aggregate in any 18 month period. "Disability" includes the death of Employee.
 - b. A determination by the District Board that Cause exists to terminate the Employment Contract, and written notice of termination for Cause is given by the District Board to Employee. "Cause" means any of the following events or conditions:
 - i. A material breach by Employee of any material provision of the Employment Contract.
 - ii. Any act by Employee in violation of the obligations imposed upon public officials under applicable law.

- iii. Fraud or other dishonest act by Employee involving the District.
- iv. Employee's conviction of a felony.

Such termination shall be effective upon the date specified in the written notice of termination, and may be effective immediately.

9. **Notices.** Any notice or other communication required or permitted to be given in connection with the Employment Contract shall be in writing and shall be deemed to have been duly given (a) when personally delivered, (b) on the business day following deposit of such notice with a reputable overnight courier service, or (c) sent by certified mail, return receipt requested, postage prepaid, as follows:

If to the District:

Chairman, District Board
Key Largo Wastewater Treatment District
P.O. Box 491
Key Largo, Florida 33037

With a copy to:

Thomas M. Dillon
PO Box 370736
Key Largo, Florida 33037-0736

If to Employee, at the address specified in the Employment Contract.

Either party may change such party's address for the purpose of this Section by written notice similarly given.

10. **Severability.** If any provision of the Employment Contract shall be held to be invalid or unenforceable, such provision shall be construed and enforced to the extent possible as if it had been more narrowly drawn so as not to be invalid or unenforceable, and such invalidity or unenforceability shall not affect or render invalid or unenforceable any other provision of the Employment Contract. However, if either party determines in good faith that, as a result of a provision of the Employment Contract being held invalid or unenforceable, the Employment Contract no longer serves the purposes for which it was written, that party may terminate the Employment Contract.

11. Entire Agreement. The Employment Contract, including the documents incorporated therein by reference sets forth the parties' final and entire agreement, and supersedes any and all prior understandings, with respect to the employment of Employee by the District.
12. Assignment; Ratification of Agreement. The Employment Contract is an agreement for personal services, and the District has determined to hire Employee on the basis of Employee's personal qualifications. The Employee may not assign or delegate its rights or obligations under the Employment Contract, and any purported assignment or delegation of any such right or obligation without such consent shall be null and void.
13. No Waiver. No failure or delay by either party in exercising any right, option, power, or privilege hereunder shall operate as a waiver thereof, nor shall any single or partial exercise thereof preclude any other or further exercise thereof, or the exercise of any other right, option, power, or privilege.
14. Amendment. The Employment Contract can only be amended, waived or terminated by a writing signed by both the District and Employee.
15. Applicable Law. The Employment Contract shall be governed by and construed and interpreted in accordance with the internal law of the State of Florida, without reference to its rules as to conflicts of law.
16. Headings. The section headings in the Employment Contract are for reference purposes only and shall not affect in any way the meaning or interpretation of the Employment Contract.

ATTACHMENT B
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT
DISTRICT GENERAL MANAGER DUTIES

ESSENTIAL FUNCTIONS The following duties are normal for this position. The omission of specific statements of the duties does not exclude them from the classification if the work is similar, related, or a logical assignment for this classification. Other duties may be required and assigned.

- A. Executing Board's direction in identifying, selecting and contracting with rate consultants, auditors, insurance consultants, lab service contractors, consulting engineers, hydro geologists, and other consultants and professionals required by the District.
- B. Acting as custodian of the District's books and records in accordance with Florida Statutes Section 189.9.
- C. As directed by the District Board, serving as intergovernmental liaison between the District and local governments within which the District provides wastewater service, including, without limitation, coordination of service extensions with applicable comprehensive plans, communicating with public officials on all matters that pertain to the District, attending governing board and staff meetings to discuss District issues.
- D. Providing the Board, or individual members thereof, upon request, with data or information concerning District construction and operations, and providing advice and recommendations to the Board.
- E. Coordinating with District's Chief Financial Officer, Engineer, and Counsel, staff, and supervising other District staff.
- F. Negotiating leases, contracts, and other agreements, including consultant services, for the District, subject to Board approval.
- G. Overseeing all governmental filings.
- H. Monitoring the performance of all terms and conditions in all leases, contracts, and agreements, and notifying the Board of known violations thereof.
- I. Monitoring the operations and billing functions of the District and ensuring compliance with the Board's policy and direction.
- J. Preparing annual reports.
- K. Consulting with, and supervision of, contractors as reasonably required and necessary with regard to construction of capital projects.
- L. In consultation with the District Engineer and District Counsel, as appropriate, issuing interpretations and clarifications of contract documents.
 - a. Evaluating requests for substitutions or deviations therefrom.

- b. Providing recommendations concerning requests for substitutions or deviations therefrom.
- c. Preparing work orders.
- d. Monitoring all required project records.
- e. Reviewing applications for payment.
- f. Conducting comprehensive inspections of construction projects.
- g. Developing list of items needing completion or correction.
- O. Negotiating contracts with engineers and other consultants regarding scope and cost of proposed contract change orders.
- P. Providing proof of compliance with funding and grant requirements.
- Q. Requesting advances and reimbursements consistent with funding and grant requirements.
- R. Exercising due diligence with respect to construction management efforts consistent with governmental standards.

TAB 7

KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date:

Agenda Item No. 17

☐ PUBLIC HEARING

☐ RESOLUTION

☐ DISCUSSION

☐ BID/RFP AWARD

☒ GENERAL APPROVAL OF ITEM

☐ CONSENT AGENDA


☐ Other:

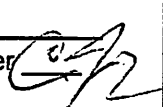
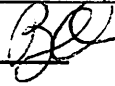
SUBJECT: OVERHOLT CHANGE ORDER #17

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 5-12-11



Originating Department:	Costs: <u>(#30) 2,48,14</u> Funding Source:	Attachments:
Department Review: <input type="checkbox"/> District Counsel <input checked="" type="checkbox"/> General Manager  <input type="checkbox"/> Finance	<input checked="" type="checkbox"/> Engineering  <input type="checkbox"/> Clerk <input type="checkbox"/> Operations Manager	Advertised: Date: _____ Paper: _____ <input checked="" type="checkbox"/> Not Required

Summary Explanation/Background:

- Adjust new contract price to reconcile the estimated item price with actual item price listed on previous change orders #15 and #16.

Resulting Board Action:

☒ Approved

☐ Tabled

☐ Disapproved

☐ Recommendation Revised

SECTION 00950**CHANGE ORDER FORM**

Change Order No. 17
Project Title Vacuum Station Basin J/K
Bid No. _____
Owner: Key Largo Wastewater Treatment District
Contractor: Overholt Construction Company
Agreement Date: April 19th, 2011

This Change Order is necessary to cover changes in the work to be performed under this Agreement. The GENERAL CONDITIONS, SUPPLEMENTARY CONDITIONS, and STANDARD SPECIFICATIONS apply to and govern all work under this Change Order.

THE FOLLOWING CHANGES ARE MADE TO THE CONTRACT DOCUMENTS:

(1)	Original Contract Price	<u>\$961,267.00</u>
(2)	Current Contract Price (Adjusted by Previous Change Orders)	<u>\$5,926,833.88</u>
(3)	Total Proposed Change in Contract Price	<u>(\$30,248.14)</u>
(4)	New Contract Price (Item 2 + Item 3)	<u>\$5,896,585.74</u>
(5)	Original Contract Time	<u>240 Days</u>
(6)	Current Contract Time (Adjusted by Previous Change Orders)	<u>798 Days</u>
(7)	Total Proposed Change in Contract Time	<u>0 Days</u>
(8)	New Contract Time (Item 6 + Item 7)	<u>798 Days</u>
(9)	Original Contract Substantial Completion Date	<u>9/17/09</u>
(10)	New Contract Substantial Completion Date	<u>4/11/11</u>

CHANGES ORDERED

ITEM 1

Description of Change: Credit for stainless steel header line item at VS G/H.

Reason for Change: Reconcile the agreement price from change order #15, refer to attached backup.

Change in Contract Price: (\$5,983.35)

Change in Contract Time: 0 days

ITEM 2

Description of Change: Credit for electrical service line item at VS JK.

Reason for Change: Reconcile the agreement price from change order #16, refer to attached backup.

Change in Contract Price: (\$11,654.39)

Change in Contract Time: 0 days

ITEM 3

Description of Change: Credit for dewatering line item at VS JK.

Reason for Change: Reconcile the agreement price from change order #16, refer to attached backup.

Change in Contract Price: (\$15,950.00)

Change in Contract Time: 0 days

ITEM 4

Description of Change: Credit for site work and stormwater line item at VS JK.

Reason for Change: Reconcile the agreement price from change order #16, refer to attached backup.

Change in Contract Price: (\$3,118.50)

Change in Contract Time: 0 days

ITEM 5

Description of Change: Credit for stainless steel header at VS JK.

Reason for Change: Reconcile the agreement price from change order #16, refer to attached backup.

Change in Contract Price: (\$4,635.03)

Change in Contract Time: 0 days

ITEM 6

Description of Change: Amount due to contractor from change order #16.

Reason for Change: Reconcile the error on sum of change order summery on change order #16, refer to attached backup.

Change in Contract Price: \$11,093.13

Change in Contract Time: 0 days

ITEM 7

Description of Change:

Reason for Change:

Change in Contract Price:

Change in Contract Time:

ITEM 8

Description of Change:

Reason for Change:

Change in Contract Price:

Change in Contract Time:

CHANGE ORDER SUMMARY			
N o.	Description	Change in Contract Price	Change in Contract Time
1	Credit for stainless steel header line item at VS G/H	(\$5,983.35)	0
2	Credit for electrical service line item at VS JK	(\$11,654.39)	0
3	Credit for dewatering line item at VS JK	(\$15,950.00)	0
4	Credit for site work and stormwater line item at VS JK	(\$3,118.50)	0
5	Credit for stainless steel header at VS JK	(\$4,635.03)	0
6	Amount due to contractor from change order #16	\$11,093.13	0
TOTAL		(\$30,248.14)	0 Days

WAIVER This Change Order constitutes full and mutual accord and satisfaction for the adjustment of the Contract Price and Contract Time as a result of increases or decreases in cost and time of performance caused directly and indirectly from the change. Acceptance of this Waiver constitutes an agreement between OWNER and CONTRACTOR that the Change Order represents an equitable adjustment to the Agreement and that CONTRACTOR shall waive all rights to file a Contract Claim or claim of any nature on this Change Order. Execution of this Change Order shall constitute CONTRACTOR's complete acceptance and satisfaction that it is entitled to no more costs or time (direct, indirect, impact, etc.) pursuant to this Change Order.

APPROVAL AND CHANGE ORDER AUTHORIZATION**ACKNOWLEDGMENTS**

The aforementioned change, and work affected thereby, is subject to all provisions of the original Agreement and specifically changed by this Change Order; and

It is expressly understood and agreed that the approval of the Change Order shall have no effect on the original Agreement other than matters expressly provided herein.

ATTEST:

Contractor

(Secretary)

Printed Name and Title of Officer

Date

By (Signature)

(Corporate Seal)

Date

ATTEST:

Key Largo Wastewater Treatment District
Owner

(Signature)

Charles F. Fishburn, General Manager
Printed Name and Title

Date

By (Signature)

(Seal)

Date

END OF SECTION