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. MINUTES
   1. Minutes of January 8, 2013

G. LEGAL
   2. Commissioner’s Policy

H. COMMISSIONER’S ITEMS

I. GENERAL MANAGER’S REPORT
   3. Manager’s Contract

J. COMMISSIONERS ROUNDTABLE

K. ADJOURNMENT
KEY LARGO WASTEWATER TREATMENT DISTRICT

Agenda Request Form

Meeting Date: Jan. 15, 2013
Agenda Item No. /

[ ] PUBLIC HEARING  [ ] RESOLUTION
[ ] DISCUSSION  [ ] BID/RFP AWARD
[X] ACTION ITEM  [ ] CONSENT AGENDA
[ ] Other:

SUBJECT: Minutes

RECOMMENDED MOTION/ACTION: Approval

Approved by General Manager

Date: 1/10/2013

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Summary Explanation/Background:

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
The Key Largo Wastewater Treatment District Board of Commissioners met for a Commission Meeting at 4:06 PM. Present were Chairman Majeska, Commissioners, Norman Higgins, Andy Tobin (arrived at 4:10 PM), David Asdourian, and Steve Gibbs. Also present were the General Manager Margaret Blank, General Counsel, Ray Giglio, District Clerk Carol Walker, and other appropriate District Staff.

Robby Majeska led the Pledge of Allegiance.

APPROVAL OF AGENDA
Commissioner Gibbs added an item to the Roundtable concerning attendance at staff meetings by Commissioners and a discussion on a District Newsletter. Commissioner Asdourian requested that the District Attorney explain the results of talking to the Governor’s office concerning his appointment. Commissioner Higgins added an item on Buttonwood Bay’s water bill. General Manager Margaret Blank pulled the Mayfield grant from the agenda.

Motion: Commissioner Gibbs made a motion to approve the agenda as amended. Commissioner Asdourian seconded the motion.

Vote on Motion

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<td>Commissioner Asdourian</td>
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Motion passed 5 to 0

LEGAL COUNSEL
Ray Giglio explained that the Governor’s office decided to issue Commissioner Asdourian’s commission.

Motion: Commissioner Tobin made a motion to recognize that David Asdourian has been a KLWTD Commissioner since his appointment by the Board and he should be compensated from that point. Commissioner Gibbs seconded the motion.
PUBLIC COMMENT
Name & Address
Burke Cannon, Tavernier, FL
Subject
Commented on General Manager’s explanation of funding.

PRESENTATION
Coastal Barrier Resources System
Mayte Santamaria, Townsley Schwab, and Emily Schemper from Monroe County attended the meeting.

Margaret Blank and Ray Giglio explained the conflict with Monroe County over putting the sewer within the Coastal Barrier Resources System.

Please see Exhibit “A”; two emails.

BULK ITEMS
Minutes of Dec. 18, 2012
Resolution No. 01-01-13
Change in EDU Assignment for FL Keys Elks Lodge Inc.
Assessment Adjustment for Michael Blondin
Change in EDU Assignment for Keys Lake Villas, LLC, AK 9091107
Change in EDU Assignment for Keys Lake Villas, LLC, AK 1092631

Motion: Commissioner Gibbs made a motion to approve Bulk Items. Commissioner Asdourian seconded the motion.

Vote on Motion

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Motion passed 5 to 0
FINANCIAL REPORT
Report of Cash, Revenues, and Expenditures

Motion: Commissioner Asdourian made a motion to approve the Report of Cash, Revenues, and Expenditures contingent upon the availability of funds. Commissioner Gibbs seconded the motion.

Vote on Motion

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Motion passed 5 to 0

COMMISSIONER'S ITEMS
Waiving Insurance Premiums
Commissioner Tobin explained that he would like to see the District continue with the payment of an employee’s insurance premium if they become extremely ill and cannot work.

The Board directed staff to work out the fine points and bring it back to the January 22, 2013 meeting.

Buttonwood Bay Condominium's Water Bill
Commissioner Higgins discussed the high water bill that they now have at Buttonwood Bay. The Board asked that Commissioner Higgins bring back a water bill from one of the residence at a future point.

ENGINEER'S REPORT
Dan Saus, Operations Manager reported that there has not been a problem with odor at the plant or vacuum stations.

LEGAL COUNSEL
District Counsel, Ray Giglio, explained that there should only be one Board member at the Staff meetings because of the FL Sunshine Law.

The Board decided that for the next month Commissioner Gibbs and Commissioner Asdourian will alternate attending the meetings and if they cannot make a meeting they will email the Clerk.

GENERAL MANAGER REPORT
Sales Tax Report
Margaret Blank reported that there is nothing new on the Sales Tax issue currently.
General Manager Contract
Ms. Blank explained that her current contract had expired on December 1, 2012. The Board directed that the contract issue be put on the next Transition meeting for discussion.

Mayfield Inter-Local
Margaret Blank reviewed some of the changes in the agreement. It will be brought back at a later date.

Commissioner's Portraits
The Board directed staff to make the arrangements for the official portraits.

COMMISSIONER’S ROUNDTABLE
District Newsletter
Commissioner Gibbs discussed having a newsletter and the Board agreed to have staff produce one in the future when there is time and staff to do it.

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting 6:22 PM.

The KLWTD meeting minutes of Jan. 8, 2013 were approved on Jan. 15, 2013.

Chairman Majeska

Carol Walker, CMC District Clerk
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Jan. 15, 2013
Agenda Item No. 2

[ ] PUBLIC HEARING

[X] DISCUSSION

[ ] ACTION ITEM

[ ] Other:

SUBJECT: Board Policies

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 1/10/2013

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| [Operations]          |       |

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Summary Explanation/Background: Ray Giglio will give a verbal report of the Board Policies per Commissioner Tobin’s request.

Resulting Board Action:

☐ Approved  ☐ Tabled  ☐ Disapproved  ☐ Recommendation Revised
TAB 3
KEY LARGO WASTEWATER TREATMENT DISTRICT
Agenda Request Form

Meeting Date: Jan. 15, 2013
Agenda Item No. 3

[ ] PUBLIC HEARING
[X] DISCUSSION
[ ] ACTION ITEM
[ ] Other:

SUBJECT: General Manager's Contract

RECOMMENDED MOTION/ACTION:

Approved by General Manager

Date: 1/10/2013

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Department Review:

[ ] District Counsel
[X] General Manager
[ ] Finance

[ ] Engineering
[ ] Clerk
[ ] Operations

Advertised:

Date: _______________
Paper: _______________
[X] Not Required

Summary Explanation/Background:

Resulting Board Action:

☐ Approved ☐ Tabled ☐ Disapproved ☐ Recommendation Revised
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, Drive, Key Largo, FL 33037
2. Employee Title: General Manager
3. Employee Compensation Rate: $111,000/year;
4. Effective Date of this Employment Contract: December 1, 2011
5. Term of Employment Contract: Twelve 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. Employee Performance Criteria: See Attachment C.
10. Special Terms of Employment:

   a. The Employee will consult with the Board of Commissioners before regarding any appointments or terminations of senior management personnel. Senior management personnel are those staff members who hold management positions (supervise subordinate personnel) and/or may have overall interrelationships in general operations of the district. SMP will be specified in the KLWTD organizational chart indicating which positions are senior management positions. These positions may be amended with board approval.

   b. Paragraph 6 of the Employment General Provisions is amended to provide that the District will pay the medical premiums for Employee under the District’s group medical plan, as approved by the District Board of Commissioners.

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 Margaret Blank

Its Chairman
ATTACHMENT A
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT
GENERAL PROVISIONS FOR GENERAL MANAGER

THESE EMPLOYMENT CONTRACT GENERAL PROVISIONS FOR GENERAL MANAGER ("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 in the sole discretion of the District Board.
   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 at the District Wastewater Treatment Plant.

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 457(b) 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 the mileage rate published by the United State Internal Revenue Service, as amended from time to time.

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.

Employment Contract General Provisions General Manager

Page 3 of 5

November 3, 2001
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. Providing management oversight over District employees, including employment, termination, compensation, discipline, and all other aspects of District employment.

C. Acting as custodian of the District's books and records in accordance with Florida Statutes Section 189.9.

D. 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.

E. 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.

F. Coordinating with District's Chief Financial Officer, Engineer, and Counsel, and supervising other District staff.

G. Negotiating leases, contracts, and other agreements, including consultant services, for the District, subject to Board approval.

H. Overseeing all governmental filings.

I. Monitoring the performance of all terms and conditions in all leases, contracts, and agreements, and notifying the Board of known violations thereof.

J. Monitoring the operations and billing functions of the District and ensuring compliance with the Board's policy and direction.

K. Preparing annual reports.

L. Consulting with, and supervision of, contractors as reasonably required and necessary with regard to construction of capital projects.
M. 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. Monitoring to ensure compliance with funding and grant requirements.

Q. Monitoring to ensure that advances and reimbursements are consistent with funding and grant requirements.

R. Exercising due diligence with respect to construction management efforts consistent with governmental standards.
ATTACHMENT C
KEY LARGO WASTEWATER TREATMENT DISTRICT
EMPLOYMENT CONTRACT
DISTRICT GENERAL MANAGER PERFORMANCE CRITERIA

The purpose of this attachment to establish a PERFORMANCE CRITERIA for periodic evaluation particularly during the six-month probationary period. Criteria have been developed by Margaret Blank and the district board. The purpose being to establish a series of goals which can be reviewed periodically to determine the overall district progress and performance of the general manager.

Introduction TRANSITION PLAN

The purpose of this memorandum is to continue with the Transition Plan for the District.

Construction

There are some major projects still in progress. These include the shallow back-up wells, the sludge handling system, the Intellipro upgrade, SCADA upgrades at the vacuum pump stations, serving unique properties, and serving the cold spot area on C-905.

All of these activities will require continued planning and oversight. They will still be generating questions and concerns from the public.

Operations

Operations is functioning well. The wastewater treatment plant is meeting AWT and because of that will be issued a new permit allowing the District to operate at lower staffing levels. I&I is no longer an issue in the collection system. However, staff will continue to monitor it.

The challenge for this year is to deal with the odor issue.

Transition

The District has been very successful at financing, designing and building its sanitary sewer system. However, we're now entering the operations phase and we need to put the infrastructure in place to support our mission. Following is a list of areas that need attention.

1. **Purchasing**: The District has a solid purchasing policy. We've been very successful at using in-house resources to procure equipment and services related to construction. Now we need to translate that into a permanent, on-going function suitable for an operating utility. Some of the necessary tasks are listed below:

   A. Asset Management The District has purchased asset management software. This software is used by several municipalities and utilities in Florida. The major advantage is that this software interacts with ESRU to simplify tracking of maintenance on field assets such as pits and valves. Kick-off for the Asset Management is expected in December 2011.

   B. Inventory Control: The District has a series of spreadsheets for inventory control. This system must be integrated into our asset management software.

   C. Tracking: Provide a way for staff to follow up on requisitions and purchase orders.

2. **Finance/Accounting**: Note that the Chief Financial Officer reports to the Board and not to the General Manager. For the District to run smoothly as a utility, internal management reporting is required. At a minimum, regular reporting on the following is needed.

   A. Information on assessments and billings.

   B. Information on payroll, including pay rates, overtime, vacation and sick time taken.

   C. Internal reports as needed for operations and trending.
D. Track contracts and work authorizations. Are we exceeding contract limits?

3. **Engineering/GIS**: When construction and design are complete, we will still need additional work to support utility operations.
   
   A. Utility maps. Utility maps are up-to-date and in use by Operations personnel.
   
   B. Vacuum system model. The District has a series of spreadsheets that were used to perform vacuum system loss calculations. Although they were adequate for design, it is very difficult and time-consuming to make changes. Staff intends to model the vacuum system using ESRI software. This will allow us to make changes and see their impact quickly and easily. This task has not been completed as it is not as urgent as other tasks.
   
   C. Force main model. The District has purchased SewerCad, which is the software that CPH used to design the force main. The model will allow us to help property owners' engineer identify the most efficient pump when tying into the force main. If we monitor pressures along the force main, the model will help us evaluate whether the force main is working as it should. This task has not been completed as it is not as urgent as other tasks.

4. **Customer Tie-in Assistance**: Several businesses have expressed concern that their tie-in costs are extremely high. Although nearly all the package plant owners have tied in, there are about as many small businesses that need to tied in. These small businesses have never had any exposure to working with an engineer or working with the FDEP. They will need help from staff to guide them through the tie-in process. The District will make sure that at least one staff member is available to assist.

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**ADDITIONAL PERFORMANCE PROGRESS CRITERIA**

Board Specified

3. Fine-Tune Customer Service-
4. Records Availability (Electronically Web Access)
5. Adequate Backup/Background for Agenda Items
6. Staff Restructuring
7. Digitize reports Coordination between Departments Interrelated Reports Access
8. Staff Interrelated Cooperation and Coordination