The Key Largo Wastewater Treatment District Board of Commissioners met for a regular Meeting at 4:05 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.

The Pledge of Allegiance was said.

APPROVAL OF AGENDA
Commissioner Brooks requested that an add on item no. 18 (GM Contract Margaret Blank) be added to the agenda as the first item followed by item no. 16 (General Manager Contract). Commissioner Tobin pulled the May 9, 2011 minutes off of bulk. CFO Sal Zappulla added and item on Flood insurance.

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

Vote on Motion

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Motion passed 5 to 0

PUBLIC COMMENT
The following persons addressed the Board:
Speaker: Jennifer Mats, Tavernier
Speaker: Sue Heim, Key Largo

Subject: Location of pit
Subject: Policies, Resolutions, Pending Payments, Employee Handbook
BULK ITEMS
Minutes of May 3, 2011
Resolution No. 07-05-11
Resolution No. 08-09-00

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

Vote on Motion

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Motion passed 5 to 0

Minutes of May 9, 2011

Motion: Commissioner Tobin made a motion to approve the Minutes of May 9, 2011 with the removal of Exhibit “A”. Commissioner Higgins seconded the motion.

Vote on Motion

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Motion passed 4 to 1

COMMISSIONER’S ITEMS
General Manager Contract – Margaret Blank
Commissioner Brooks introduced the contract for Margaret Blank as General Manager.

Commissioner Higgins would like to see the General Manager’s pay at $115,000. Commissioner Hammaker would like to focus on policy and not give out a probationary contract. Commissioner Tobin would like the Board to consider giving a bonus at the end of the year. Chairman Majeska would like goals tied into the bonus especially coming within budget.

Motion: Commissioner Tobin made a motion to table the General Manager Contract Item. Commissioner Brooks seconded the motion.
Vote on Motion

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Motion passed 5 to 0

General Manager Contract

Motion: Commissioner Brooks made a motion to approve the General Manager’s contract for Margaret Blank (Exhibit “A) with the annual compensation changed to $111,000.00 from $105,000.00 annually and the word Interim removed from the contract making it a six month contract. Commissioner Tobin seconded the motion.

Vote on Motion

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Motion passed 5 to 0

July 5, 2011 KLWTD Board Meeting

Motion: Commissioner Brooks made a motion to cancel the July 5, 2011 meeting. Commissioner Hammaker seconded the motion.

Vote on Motion

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Motion passed 4 to 1

Termination Procedures
Commissioner Hammaker stated that there should be termination procedures in place.
Update on Payroll Process
Commissioner Hammaker stated that the FKEC and FKAA pay employees every week. Sal Zappula stated they will be getting the preparation time for payroll down.

Review of Paychex Services
Commissioner Hammaker pointed out the list of services that Paychex’s can do for the District.

Hiring Document Alternatives
Commissioner Hammaker stated that hiring procedures should be followed.

Wild Bird Sanctuary
Commissioner Higgins would like the District to help the Wild Bird Sanctuary with their connection and assessment. Staff said that they need to come in to talk to staff and they will try to help them.

FINANCIAL REPORT
Pending Payments

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

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Motion passed 5 to 0

District Purchasing Card
CFO Sal Zappulla presented the plan.

Motion: Commissioner Brooks made a motion to approve the District Purchasing Card. Commissioner Hammaker seconded the motion.

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Motion passed 5 to 0
Signature Authorization Change

Motion: Commissioner Brooks made a motion to approve signing authority for Margaret Blank as General Manager effective June 1, 2011. Commissioner Tobin seconded the motion.

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Motion passed 5 to 0

Flood Insurance
Sal Zappulla reported an increase in flood insurance for the Vacuum Stations.

OPERATIONS REPORT

Force Main Tie-Ins

Margaret Blank reported that it would not make a difference to a lot of properties if they had a gravity connection instead of a vacuum connection. The District is helping in other days. There was a meeting with DEP Tuesday.

The Board would like staff to contact the owners of the vacuum connections and invite them to come in to talk to the District Staff.

ENGINEER’S REPORT

Monthly Status Report
Ed Castle presented a verbal monthly report.

LEGAL REPORT

Employee Handbook
District Counsel requested that the Drug Policy be combined into the Employee Handbook.

This item will be brought back to another meeting.

GENERAL MANAGER’S REPORT

Overholt’s Change Order Number 17

Motion: Commissioner Majeska made a motion to approve the Overholt Change Order #17. Commissioner Higgins seconded the motion.
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Motion passed 4 to 0

Severance Package

Motion: Commissioner Tobin made a motion to adopt a policy to give Charles F. Fishburn a two month severance pay package. Commissioner Higgins seconded the motion.

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Motion passed 3 to 1

COMMISSIONER'S ROUND TABLE

ADJOURNMENT
The KLWTD Board adjourned the Board Meeting at 8:27 PM.

The KLWTD meeting minutes of May 17, 2011 were approved on June 7, 2011.

Chairman Majeska

Carol Walker, CMC
District Clerk

KLWTD Board of Commissioners
Board Meeting
May 17, 2011
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, $105,000/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. Employee Performance Criteria: See Attachment C.

10. 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 720 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

By

Robert Majeska
Chairman

Employee

______________________________

Margaret Blank PE
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.

Employment Contract General Provisions General Manager
May 10, 2011
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.

0. 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.
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 clarify my (Margaret Blank) position on the transition plan.

Construction

There is still extensive work to do on the collection system in our main service area. Our last vacuum station will be complete in May 2011. I don't expect the collection systems in the main service area to be complete until August 2011.

There are also some major projects that have not even been designed yet. 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.

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 ESRI to simplify tracking of maintenance on field assets such as pits and valves. We expect Welser to provide an implementation plan shortly.

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: 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.

E. 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. Although we have record drawings, they are not in a format that is convenient for staff when they are troubleshooting the collection system.

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.

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.

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 tie 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 needs to make sure that at least one staff member is available to assist.

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