

**South Walton County Mosquito Control District**  
**REGULAR BOARD MEETING**  
**May 19, 2020**  
**Agenda**

**Call to Order**

**Invocation and Pledge**

**Approval of Minutes (motion)**

**Administration**

- 1 .COVID-19
  - A. Approval of Emergency Order re: Public Meetings **(motion)**
  - B. SWCMCD update
2. Financial Reports for April 2020
3. Approval of Expenditures for April 2020 **(motion)**
4. Public Relations report
5. Employee Policy Revision **(motion)**
6. Building
7. Other

**Legal**

1. Invoice **(motion)**
2. Settlement Agreement and Release
3. Legal report
4. Other

**Operations**

1. Activity Report
2. Drainage
3. Other

**Announcements**

**Seat 1- Commissioner John Magee**

**Seat 2- Commissioner Tim Norris**

**Seat 3- Chairman Kristine Faulk**

**New Action Items**

**Public Comments**

**Adjourn**

# ***South Walton County Mosquito Control District***

## **REGULAR BOARD MEETING**

**April 21, 2020**

The Board of Commissioners of the South Walton County Mosquito Control District held its Regular Board Meeting at the District Office at 774 North Highway 393, Santa Rosa Beach, Florida on April 21, 2020 @ 9:33 am.

Madam Chairman Faulk called the meeting to order and opened with a prayer and Pledge of Allegiance to the American Flag.

The Commissioners attending the meeting were Kristine Faulk and Tim Norris. Commissioner John Magee present via phone.

Staff Present:       Harley Sampson, Jr., Director  
                          Shirley Steele, Office Coordinator  
                          Hallie Oalde, Public Relations Specialist  
                          Mike Yawn, Operations Manager

The Minutes for 2020 Regular Board Meeting were reviewed, and a motion was made to approve the minutes for March 24, 2020 with one correction to the date by Commissioner Norris seconded by Commissioner Magee. Motion approved unanimously.

### **Administration**

An Emergency Order for South Walton County Mosquito Control District Governing Board time place and rules in response to the Covid-19 Florida state of emergency Executive Order 20-52 was ordered on April 21, 2020. Madam Chairman Faulk read the Emergency Order and a motion was made by Commissioner Magee to approve the Emergency Order. Commissioner Norris seconded the motion to approve. Motion approved unanimously.

### **Telework**

The District Administration building remains closed to the public however all team members are currently working to complete our mission within the District. The Yellow Fly Trap distribution started on Friday, April 17<sup>th</sup>,2020. The Yellow Fly Trap process begins on our website, [SWCMCD.org](http://SWCMCD.org), and includes instructions for pickup. A new instructional video for the Yellow Fly Trap was created and posted on Facebook, YouTube and the website.

Ms. Steele presented the monthly financial and expenditures report for March 2020. Commissioner Magee moved to approve the monthly financial report with expenditures for March 2020. Commissioner Norris seconded the motion. Motion approved unanimously.

Public Relations Report: Presented by Hallie Oalde.

- Monitoring and maintaining an active presence on social media.
- The Yellow Fly Trap information was posted on Facebook and the posting reached 5000 viewers and was shared 30 times.
- Website information updated regarding current District activity and Yellow Fly Traps.
- Instagram 121 followers.

A revision was recommended for the Employee Handbook, Page 3, Section 7, 7.17

**7.17 Personal Appearance**

*Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the business image the District presents to customers and visitors. During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. Uniforms are required for all ~~field~~ personnel and will be provided ~~and maintained~~ by the District not to exceed \$500 annually as approved by Management. Employees shall be expected to exercise care to protect their uniforms from damage and shall be responsible for loss of said uniforms. Upon discharge from employment the employee is responsible to turn in all uniforms. The District will reimburse ~~field~~ employees \$100 per year for steel-toed boots. Consult your supervisor if you have questions as to what constitutes appropriate attire.*

The revision was reviewed and a motion was made by Commissioner Norris to strike the words as listed above and update the Employee Handbook, Page 3, Section 7.17 to read, uniforms will be provided by the District for employees, and the District will reimburse employees \$100 per year for steel-toed boots. Chairman Faulk seconded the motion to approve. Motion approved unanimously.

**Legal**

Reviewed invoice #8310 for February 2020 from Manson Bolves Donaldson Varn, P.A. General and Legal representation for \$731.41 a motion was made by Commissioner Magee to approve invoice #8310 for \$731.41. Chairman Faulk seconded the motion to approve. Motion approved unanimously.

Reviewed invoice #8429 for March 2020 from Manson Bolves Donaldson Varn, P.A. General and Legal representation for \$3025.81 a motion was made by Commissioner Magee to approve invoice #8429 for \$3025.81. Commissioner Norris seconded the motion to approve. Motion approved unanimously.

**Operations**

Mr. Yawn presented the Operations activity report for March 2020. Based on previous discussion and research the decision was made to outsource beaver issues. Semi-annual storm drain treatment started April 1, 2020. The Yellow Fly Trap Hold Harmless is on the website [SWCMCD.org](http://SWCMCD.org) as of April 17<sup>th</sup>. The owners of the property for the Colt Rd chicken coop have made a request to move the coop. We are currently looking for a new location for the chicken coop.

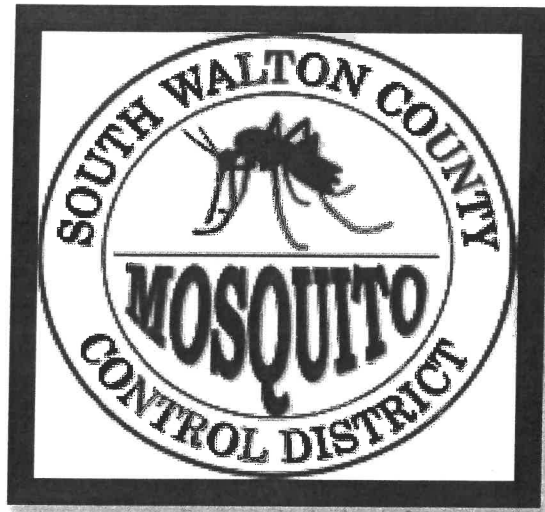
No public comments.

Motion was made to adjourn the meeting by Commissioner Magee, seconded by Commissioner Norris.

The meeting adjourned at 10:52 a.m.

Chairman Kristine Faulk: \_\_\_\_\_

Commissioner: John J. Magee: \_\_\_\_\_



## South Walton County Mosquito Control District

*774 N County Road 393*

*Santa Rosa Beach, Florida 32459*

*District 850-267-2112*

*Fax 850-267-2712*

[administration@SWCMCD.org](mailto:administration@SWCMCD.org)

### **Commissioners**

**John J. Magee  
Kristine A Faulk  
M Tim Norris**

### **Director**

**Harley Sampson Jr**

*Serving our community since 1964*

**South Walton County Mosquito Control District**

**APRIL 2020**

<b>2019-2020 Budget</b>		<b>\$6,846,696.00</b>	<b>Local Funds</b>	
<b>Receipts</b>	<b>Yearly budget</b>	<b>Monthly</b>	<b>YTD</b>	<b>% of Budget</b>
Ad Valorem	\$4,308,673.00	<b>\$117,700.22</b>	\$3,601,443.15	<b>83.59%</b>
Receipts	Interest	\$3,207.40		
	Tax Collector misc.			
	Misc.			
	Other			
<b>Total monthly receipts</b>		<b>\$120,907.62</b>	<b>\$3,651,728.45</b>	<b>53.34%</b>
<b>Expenditures</b>		<b>\$6,603,696.00</b>	<b>\$170,577.29</b>	<b>17.60%</b>

**South Walton County Mosquito Control District**  
**Profit & Loss**  
**April 2020**

05/15/20

Accrual Basis

	Apr 20
<b>Income</b>	
Interest income	3,207.40
311 · AD VALOREM	
311.1 · Prior Year Taxes/Other	6.44
311 · AD VALOREM - Other	117,693.78
<b>Total 311 · AD VALOREM</b>	<b>117,700.22</b>
<b>Total Income</b>	<b>120,907.62</b>
<b>Expense</b>	
10 · PERSONAL SERVICES	
10.4 · LIBERTY NATIONAL	0.00
10.7 · AFLAC	-508.83
11 · Executive Salaries	1,661.58
12 · Regular Salaries and wages	78,129.67
16 · Compensated annual leave	6,505.74
10 · PERSONAL SERVICES - Other	1.05
<b>Total 10 · PERSONAL SERVICES</b>	<b>85,789.21</b>
20 · PERSONAL SERVICES BENEFITS	
21 · FICA Taxes	6,446.27
22 · Retirement contributions	
22.1 · Retirement paid by Employees	-465.00
22.2 · FRS paid by District	9,456.42
<b>Total 22 · Retirement contributions</b>	<b>8,991.42</b>
23 · Life and Health Insurance	
23.2 · Walton County Group Plan	19,750.08
23.4 · METLIFE	272.20
23.5 · Unum	2,016.03
23.6 · Guardian	4,590.56
23 · Life and Health Insurance - Other	72.00
<b>Total 23 · Life and Health Insurance</b>	<b>26,700.87</b>
26 · Other postemployment benefits	
26.2 · Jose Hernandez	-127.10
26.3 · Geraldine Via	-105.40
<b>Total 26 · Other postemployment benefits</b>	<b>-232.50</b>
<b>Total 20 · PERSONAL SERVICES BENEFITS</b>	<b>41,906.06</b>
30 · OPERATING EXPENSES	
31.3 · Legal and Engineering Service	8,590.35
3400 · Other Services	
03412 · Other services IT Hosting	2,997.49
34.20 · UNIFIRST	557.52
<b>Total 3400 · Other Services</b>	<b>3,555.01</b>
<b>Total 30 · OPERATING EXPENSES</b>	<b>12,145.36</b>
31 · Professional Services	
31.1 · Property Appraiser Fees	10,174.65
<b>Total 31 · Professional Services</b>	<b>10,174.65</b>
41 · COMMUNICATION SERVICES	1,493.09
42 · FREIGHT SERVICES	55.73
43 · UTILITY SERVICES	
4304 · GARBAGE SOLID WASTE SERVICES	43.85
43 · UTILITY SERVICES - Other	556.82
<b>Total 43 · UTILITY SERVICES</b>	<b>600.67</b>

9:23 AM

## South Walton County Mosquito Control District

## Profit &amp; Loss

April 2020

05/15/20

Accrual Basis

	Apr 20
<b>44 · RENTALS &amp; LEASES</b>	
4400.1 · LEASE OF KONICA COPIER	153.13
44 · RENTALS & LEASES - Other	88.00
<b>Total 44 · RENTALS &amp; LEASES</b>	241.13
<b>45 · INSURANCE</b>	
45.1 · WORKERS COMP	-160.00
45.6 · General liability	-6,584.00
<b>Total 45 · INSURANCE</b>	-6,744.00
<b>46 · REPAIR &amp; MAINTENANCE SERVICES</b>	
46.11 · Maint Bldg/Ground by others	343.75
46.3 · Maintenance of other equipment	417.00
46.6 · Contruction & Maint by District	0.36
<b>Total 46 · REPAIR &amp; MAINTENANCE SERVICES</b>	761.11
<b>47 · PRINTING &amp; BINDING</b>	364.46
<b>49 · OTHER CURRENT CHARGES</b>	-219.80
<b>50 · SUPPLIES/MATERIALS</b>	
51 · Office Supplies	43.63
<b>Total 50 · SUPPLIES/MATERIALS</b>	43.63
<b>52 · Operating Supplies</b>	
52.2 · Chemicals Solvents Additives	
52.22 · VLX VCTOLEX WDG	2,918.88
52.25 · Fourstar BTI CRG 35 lb	12,530.10
<b>Total 52.2 · Chemicals Solvents Additives</b>	15,448.98
52.3 · Clothing and Wearing Apparel	1,318.63
52.4 · Misc Supplies & Incidentals	
52.401 · Yellow Fly kits	639.75
52.46 · Culligan	74.95
52.47 · Chickens	19.98
52.48 · Lab	732.21
52.4 · Misc Supplies & Incidentals - Other	91.08
<b>Total 52.4 · Misc Supplies &amp; Incidentals</b>	1,557.97
52.5 · Tool and small implements	59.91
<b>Total 52 · Operating Supplies</b>	18,385.49
<b>54 · DUES &amp; SUBSCRIPTIONS</b>	3,930.00
<b>60 · CAPITAL OUTLAY</b>	
60.1 · DAG	1,650.00
<b>Total 60 · CAPITAL OUTLAY</b>	1,650.00
<b>66900 · Reconciliation Discrepancies</b>	0.50
<b>Total Expense</b>	170,577.29
<b>Net Income</b>	<b>-49,669.67</b>

**South Walton County Mosquito Control District**  
**Check Listing by Bank Account**  
April 2020

Type	Date	Num	Name	Split	Amount
Paycheck	04/01/2020	DD	Payroll	-SPLIT-	
Bill Pmt -Check	04/01/2020	6194	CULLIGAN	20000 · Accounts Payable	-74.95
Bill Pmt -Check	04/01/2020	6196	DEFUNIAK HERALD	20000 · Accounts Payable	-39.00
Bill Pmt -Check	04/01/2020	6197	DEX	20000 · Accounts Payable	-100.46
Bill Pmt -Check	04/01/2020	6198	Walmart	20000 · Accounts Payable	-107.99
Bill Pmt -Check	04/01/2020	6199	WALTON COUNTY BOC	20000 · Accounts Payable	-21,224.70
Bill Pmt -Check	04/01/2020	6195	WALTON COUNTY PROPERTY APPRAISER	20000 · Accounts Payable	-10,174.65
Bill Pmt -Check	04/01/2020	6200	GREAT AMERICA	20000 · Accounts Payable	-153.13
Check	04/01/2020	EFT	METLIFE	23.4 · METLIFE	-284.66
Check	04/01/2020	ACH	Trustmark	49 · OTHER CURRENT CHARGES	-36.20
Check	04/03/2020	ACH	FL DOR	10.5 · Garnishments	-498.35
Check	04/03/2020	EFT	FEDEX	42 · FREIGHT SERVICES	-55.73
Check	04/06/2020	EFT	FNB	100001 · FNB Bank	-610.38
Check	04/09/2020	EFT	IFIXCOMPUTERS	03412 · Other services IT Hosting	-591.00
Check	04/09/2020	EFT	IFIXCOMPUTERS	03412 · Other services IT Hosting	-505.50
Check	04/09/2020	EFT	IFIXCOMPUTERS	03412 · Other services IT Hosting	-382.50
Check	04/09/2020	EFT	IFIXCOMPUTERS	03412 · Other services IT Hosting	-241.40
Check	04/09/2020	EFT	IFIXCOMPUTERS	03412 · Other services IT Hosting	-147.00
Check	04/10/2020	EFT	Blue Tarp	46.6 · Contruction & Maint by District	-38.25
Bill Pmt -Check	04/13/2020	EFT	WASTE MANAGEMENT	20000 · Accounts Payable	-14.55
Paycheck	04/15/2020	DD	Payroll	SPLIT	-43.85
Liability Check	04/15/2020	EFT	FRS Employee FLDOR	-SPLIT-	-21,648.53
Liability Check	04/15/2020	E-pay	United States Treasury	-SPLIT-	-7,892.19
Bill Pmt -Check	04/15/2020	6202	COPYSYSTEMS	20000 · Accounts Payable	-6,418.10
Bill Pmt -Check	04/15/2020	6217	AMERIGAS	20000 · Accounts Payable	-127.00
Bill Pmt -Check	04/15/2020	6216	BIOQUIP PRODUCTS	20000 · Accounts Payable	-88.00
Bill Pmt -Check	04/15/2020	6215	CENTRYLINK	20000 · Accounts Payable	-577.09
Bill Pmt -Check	04/15/2020	6214	CHELCO	20000 · Accounts Payable	-338.53
Bill Pmt -Check	04/15/2020	6213	COPYSYSTEMS	20000 · Accounts Payable	-423.66
Bill Pmt -Check	04/15/2020	6213	COPYSYSTEMS	20000 · Accounts Payable	-16.00



South Walton County Mosquito Control District  
Check Listing by Bank Account  
April 2020

Type	Date	Num	Name	Split	Amount
Bill Pmt -Check	04/15/2020	6212	DAG	20000 · Accounts Payable	-18,785.00
Bill Pmt -Check	04/15/2020	6211	DEFUNIAK HERALD	20000 · Accounts Payable	-8.25
Bill Pmt -Check	04/15/2020	6210	FMCA	20000 · Accounts Payable	-3,891.00
Bill Pmt -Check	04/15/2020	6209	MBDV	20000 · Accounts Payable	-3,025.81
Bill Pmt -Check	04/15/2020	6208	MEDIACOM	20000 · Accounts Payable	-291.89
Bill Pmt -Check	04/15/2020	6207	MEDLEY PRINTING	20000 · Accounts Payable	-264.00
Bill Pmt -Check	04/15/2020	6206	PGIT	20000 · Accounts Payable	-697.00
Bill Pmt -Check	04/15/2020	6205	PROHEALTH	20000 · Accounts Payable	-90.00
Bill Pmt -Check	04/15/2020	6204	Regional Utilities	20000 · Accounts Payable	-66.58
Bill Pmt -Check	04/15/2020	6203	RONCO	20000 · Accounts Payable	-417.00
Bill Pmt -Check	04/15/2020	6218	ADVANCE AUTO PARTS	20000 · Accounts Payable	-73.51
Bill Pmt -Check	04/15/2020	6219	GREAT AMERICA	20000 · Accounts Payable	-153.13
Bill Pmt -Check	04/15/2020	6220	MBDV	20000 · Accounts Payable	-5,564.54
Bill Pmt -Check	04/15/2020	6201	RETIF	20000 · Accounts Payable	-493.37
Bill Pmt -Check	04/15/2020	6221	UNIFIRST	20000 · Accounts Payable	-185.84
Bill Pmt -Check	04/15/2020	6222	Verizon	20000 · Accounts Payable	-600.60
Bill Pmt -Check	04/15/2020	EFT	IFIXCOMPUTERS	20000 · Accounts Payable	-524.62
Bill Pmt -Check	04/15/2020	EFT	FAULK	20000 · Accounts Payable	-126.00
Bill Pmt -Check	04/15/2020	EFT	MAGEE	20000 · Accounts Payable	-126.00
Check	04/17/2020	ACH	FL DOR	10.5 · Garnishments	-498.85
Check	04/21/2020	EFT	GO DADDY	03412 · Other services IT Hosting	-546.10
Check	04/22/2020	EFT	Guardian	23.6 · Guardian	-2,414.00
Check	04/28/2020	EFT	FNBT	100001 · FNBT Bank	-610.38
Paycheck	04/29/2020	DD	Payroll	-SPLIT-	-23,057.77
Liability Check	04/30/2020	E-pay	United States Treasury	-SPLIT-	-6,734.24
General Journal	04/30/2020	04		66900 · Reconciliation Discrepancies	-0.50
Transfer	04/02/2020			Local Fund Checking	-100,000.00
Transfer	04/29/2020			Local Fund Checking	-100,000.00
<b>TOTAL</b>					<b>-342,099.33</b>

**SOUTH WALTON COUNTY MOSQUITO CONTROL DISTRICT  
ACTIVITY REPORT -APRIL 2020**

**MONTHLY VALUES**

**ON HAND**

**ADULTICIDE**

CHEMICAL	MONTHLY OUTPUT	UNIT	UNIT VALUE	MONTHLY \$ VALUE	MONTHLY INVENTORY	INVENTORY \$\$
ML KONTROL 30-30	0	GAL	54.5		45	\$2,452.50
DELTAGARD ULV	0	GAL	173.67		130	\$22,577.10
DUET	0	OZ	1.5		576	\$864.00
ZENIVEX E4 RTU	0	GAL	85		52	\$4,420.00
ZENIVEX E20	0	GAL	85		2.5	SAMPLE
<b>TOTAL</b>				<b>\$0.00</b>	<b>TOTAL</b>	<b>\$30,313.60</b>

**LARVICIDE**

CHEMICAL	MONTHLY OUTPUT	UNIT	UNIT VALUE	MONTHLY \$ VALUE	MONTHLY INVENTORY	INVENTORY \$\$
ABATE WDG	0	POUND	10.61		132	\$1,400.52
ALTOSID XR	0	UNIT	3.44	\$0.00	169	\$581.36
ALTOSID SBG	20	POUND	3.06	\$61.20	365.5	\$1,118.43
VECTOBAC WDG	0	POUND	35	\$0.00	30.5	\$1,067.50
COCO BEAR	8	OUNCE	0.1527	\$1.22	6080	\$928.42
VECTOLEX WDG	15	POUND	60.81	\$912.15	61.5	\$3,739.82
FOURSTAR BTI CRG	53.5	POUND	11.93	\$638.26	23	\$274.39
BACTIMOS	0	EACH	0.57	\$0.00		
NATULAR G30	528	POUND	15.83	\$8,358.24		
NATULAR XRT	8937	EACH	4.63	\$41,378.31	931	\$4,310.53
	0	EACH		SAMPLE		
	0	EACH		SAMPLE		
<b>TOTAL</b>			<b>TOTAL</b>	<b>\$51,349.38</b>	<b>TOTAL</b>	<b>\$12,020.44</b>

**HERBICIDE**

Cornerstone	320	OZ	0.10	\$16.00	1152	\$115.20
SURF AC	0	OZ	0.10		5504	\$550.40
LESCO 3WY	0	OZ	.09		150	\$13.50
<b>TOTAL</b>				<b>\$16.00</b>	<b>TOTAL</b>	<b>\$679.10</b>
<b>TOTAL</b>				<b>\$51,365.38</b>	<b>TOTAL</b>	<b>\$43,013.14</b>

**OTHER SERVICES**

SERVICE REQUEST	20					
SPRAY ROUTES	NONE	TRAINING	1			

**SENTINEL CHICKENS**

Deployed April 2. Returned to District April 12 due to COVID-19 lab closure to program.

North Walton had zero conversions

**COMMENTS**

Colt Road chicken coop dismantled moving to the Haven House property

PT Sprayer annual training on April 16, 2020

## Shirley Steele

---

**From:** Ryan Bakken <ryan.bakken@smarsh.com>  
**Sent:** Monday, May 04, 2020 4:55 PM  
**To:** Shirley Steele  
**Subject:** RE: Smarsh

Shirley,

Thank you, that's exactly what I needed. With that, you have a couple of options for purchasing.

1. You can purchase archiving for exactly 14 devices, for which archiving costs would be approximately \$2,952/year.
2. You can purchase archiving for up to 20 devices, for which archiving costs would be approximately \$3,280/year. If you plan on activating the iPads or purchasing more devices, this is going to be your best option as it will be the lowest archiving cost (per device).
  - a. Both of these options require a one-time set-up fee of \$500.

Let me know how you would like to proceed and I will gladly write up an executable archiving agreement for you.

All the Best,

Ryan Bakken | D. 971.244.8749 |

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**From:** Shirley Steele <administration@swcmcd.org>  
**Sent:** Monday, May 4, 2020 2:33 PM  
**To:** Ryan Bakken <ryan.bakken@smarsh.com>  
**Subject:** RE: Smarsh

We have 14 devices at this time and they are all iPhones. We might also have iPads (5) but do not have them active at this time.

Thanks.  
Shirley

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**From:** Ryan Bakken <ryan.bakken@smarsh.com>  
**Sent:** Monday, May 04, 2020 4:28 PM  
**To:** Shirley Steele <administration@swcmcd.org>  
**Subject:** RE: Smarsh

Hi Shirley,

Great to hear from you! We can absolutely help you with that. Our solution works entirely on the back end of things so you won't need to download anything onto the devices themselves—we will simply capture all text messages sent or received from those devices (as well as the contents of those messages, whether they are simple text messages or multimedia messages such as pictures or videos). These messages will be stored and readily available in your Smarsh Archive, accessible to you at any time by logging in at Smarsh.com. We are also able to capture and archive emails, instant messages, social media and websites for records retention needs, should you wish to include those now or at any time in the future.

I just have a couple of questions: Robert mentioned that you were looking to purchase 20 or so devices, is that correct? Of those devices, are they Androids, iPhones, or some combination of the two?

The reason I ask is because our pricing is based on the number of devices we will be archiving for you. As for the types of devices, our solution works with both, but iPhones will need to have iMessage functionality disabled in order to maintain full capture. It's a simple process done either with Apple's Business Program or leveraging a mobile device management tool.

Thanks Shirley! Looking forward to speaking with you again soon.



**RYAN BAKKEN**

Account Executive, Government

971.244.8749

[www.smarsh.com](http://www.smarsh.com)

Attend our weekly live demo – Sign up at: [Watch it work!](#)

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**From:** Shirley Steele <[administration@swcmcd.org](mailto:administration@swcmcd.org)>

**Sent:** Monday, May 4, 2020 2:16 PM

**To:** Ryan Bakken <[ryan.bakken@smarsh.com](mailto:ryan.bakken@smarsh.com)>

**Subject:** Smarsh

Hi Ryan,

We have recently purchased new phones through AT&T. Robert, Ifixcomputers, advised we need to get SMARSH for achieving text and pictures. Can you assist us with that?

Thank you,

Shirley

**Shirley Steele**

Office Coordinator

South Walton County Mosquito Control District

774 N County Road 393

PO BOX 1130

Santa Rosa Beach, FL 32459

Phone: 850 267-2112

Fax: 850 267-2712

[administration@swcmcd.org](mailto:administration@swcmcd.org)



<http://www.southwaltonmosquitocontrol.org>

Florida has a very broad public records law. Email communication, including your email address, any attachments and other email contents, may be subject to disclosure to the public and media. If you do not want the content of your email or your email address released in response to a public records request, do not send electronic mail to this entity. Instead contact this office by phone or in writing.

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## Catastrophic Leave Program

### 1. General

The Catastrophic Leave Program allows salary and benefits continuation for eligible staff employees who are experiencing a catastrophic condition and have exhausted their sick and annual leave. The catastrophic condition may be for the employee or for an immediate family member as defined below. The program is funded through carry over of unused personal hours above 240 and voluntary donations of annual leave.

SWCMCD's Director, Office Coordinator and an Employee-at -Large review the employee's application and health care provider statement in conjunction with the provisions of this policy.

### 2. Eligibility

Regular staff employees who work forty (40) hours or more per week are eligible to elect to participate in the program if they:

- Have completed a full year of employment;
- Have an illness or injury, or a member of their immediate family has an illness or injury, that meets the definition of a catastrophic condition;
- Have made a donation of annual leave for that fiscal year;
- Have exhausted their own sick and annual leave;
- Have an illness or injury unrelated to Workers' Compensation benefits; and
- Have no written record of disciplinary action for misuse of leave within the past twelve (12) months.

An immediate family member means an employee's:

- Spouse;
- Children (natural, step, adopted, and foster);
- Parents; or
- Grandchildren or siblings, but only if the employee is the primary custodian and caregiver.

### 3. Catastrophic Condition

"Catastrophic condition" is defined as a serious, life-threatening illness or injury that results in a period of incapacity, whether continuous or intermittent.

Examples of a catastrophic condition include a:

- Debilitating illness, impairment, or physical/mental condition that involves continuing treatment;
- Chronic or long-term condition requiring high-intensity or high-frequency treatment; or
- Terminal illness.

Intermittent absences due to a catastrophic condition are allowed in four (4) or eight (8) hour increments, such as in connection with chemotherapy, dialysis, or care for an immediate family member.

The supervisor will determine basic non-medical eligibility for the program. The review board will determine whether the medical condition is catastrophic based on the information it receives from the employee's or family member's health care provider.

### **3.1. Exclusions**

The following exclusions apply; however, complications related to these exclusions may qualify as a catastrophic condition. A list of examples that constitute exclusions is shown below for guidance only, and is not considered an all-inclusive list.

- Elective surgery
  - Bariatric surgery
  - Sprains/strains (wrist, hand, knee, ankle, back)
- Pregnancy
- Tubal ligation/vasectomy
- Hysterectomies not related to cancer treatments
- Cosmetic surgery
- Knee and hip replacement
- Shoulder/rotator cuff tear surgery
- Carpal tunnel/hand/finger surgery
- Ankle and foot surgery
- Organ donation

#### 4. Donations to the Catastrophic Leave Program

The district's catastrophic leave program is funded by donations from participating employees' annual leave banks; whereas, personal leave is any time above 240 hours. Each fiscal year, SWCMCD may withhold annual leave in an amount up to one-fifth (1/5) of the employee's weekly work hours. For example, this would amount to eight (8) hours for an employee working forty hours (40) per week. Donations are made to the common catastrophic leave bank annually in an amount and on a date specified by the Office Coordinator (OC).

Prior to fiscal year-end, the Office Coordinator notifies all regular full-time staff that donations will be taken automatically unless the employee completes the catastrophic leave opt-out process. If an employee opts-out of donating, then the employee is not eligible for catastrophic leave for the upcoming fiscal year.

The catastrophic leave plan year is October 1<sup>st</sup> through September 30<sup>th</sup>. Employees can participate if they have donated to the program and meet the eligibility requirements noted in Section 2, above. Employees with less than one year of service can donate to the program, but are ineligible to apply for program benefits until they have completed one year of employment.

#### 5. Requesting Catastrophic Leave

To request benefits, an employee (or individual acting on the employee's behalf) must complete and submit an **Application for Catastrophic Leave Program and Health Care Provider Statement** to the employee's immediate supervisor. The immediate supervisor must verify that the employee meets the non-medical criteria listed on the application form. If the application meets the required criteria, the application and health care provider statement is forwarded to the OC.

The Office Coordinator will create a case and forward the employee's application and health care provider statement to the Catastrophic Leave Program committee. The application includes a release for the committee to speak with the employee's health care provider, if additional information is needed.

The application must include an estimate of the number of hours of catastrophic leave needed based on the health care provider's statement, generally not to exceed three (3) months (520 hours for full-time employees). SWCMCD reserves the right to request periodic updates or other medical information as needed.

Employees with a terminal disease may be approved for up to the maximum leave coverage without having to recertify.



### **5.1. Maximum Leave Coverage**

Maximum continuous catastrophic leave will be 1040 hours, prorated based on the employee's FTE. Catastrophic leave will terminate when the maximum hours are reached (see Section 7).

Maximum intermittent catastrophic leave will be 520 hours, prorated based on the employee's FTE. In no case will the combined use of continuous and intermittent catastrophic leave exceed 1040 hours.

Employees who have exhausted the maximum allowable catastrophic leave will accrue up to an additional 173 hours toward their bank of available catastrophic leave, per year of active service after exhaustion of the leave. The accrual of additional hours will commence with the date the employee last exhausted the maximum allowable catastrophic leave. The amount of additional accrual is prorated based on FTE, and is separate from the employee's annual and sick leave banks. The employee is only eligible for this additional catastrophic leave time if the employee's donations to the catastrophic leave program continue on an annual basis.

### **5.2. Payment of Leave**

The pay for the hours withdrawn from the catastrophic leave bank will be based on the employee's regular rate of pay. Existing payroll deductions including benefit premiums will continue to occur.

## **6. Appeals**

The initial determination on whether a condition qualifies as catastrophic, as defined in this policy, is made by the committee.

### **6.1. Denial Based on Medical Review**

Employees may request an appeal of the committee's decision. Employees shall submit notification requesting an appeal along with additional medical information, if applicable. All documents shall be submitted to the Office Coordinator. OC will submit the request for appeal and the employee's medical information to the Catastrophic Leave Program committee. The committee will confer with a health care professional and provide any subsequent medical information.

### **6.2. Denial Based on Documented Abuse of Sick Leave**

An employee may submit a written request for appeal to the next level supervisor.

### **6.3. Appeal to the Board of Commissioners**

Any denial for reasons outlined in Sections 6.1 and 6.2 may be appealed to the district's board of commissioners. ??

Any written request for an appeal to the Board of Commissioners must be submitted within fifteen (15) calendar days of the denial and include all documentation supporting the request.

## **7. Termination of Leave**

Catastrophic leave terminates when the:

- Employee is separated from SWCMCD;
- Condition no longer qualifies as catastrophic (see Section 3); or
- Maximum catastrophic leave benefit has been exhausted (see Section 5.1).

If the maximum catastrophic leave benefit has been exhausted and employees are not released to return to work, employees should contact their immediate supervisors to discuss the possibility of medical leave without pay or OC to discuss Family Medical Leave.

### **7.1. Return to Work**

Employees on continuous or intermittent catastrophic leave for incapacity illness/injury must be cleared by their health care provider to return to work, with or without restrictions, and must provide substantiating documentation to OC. If returning with limitations, the employee should request accommodation and must be able to perform the essential functions of the position. Employees returning to work must contact EOHS to schedule a return to work appointment.

## **8. Family and Medical Leave**

All leave received by an employee under this policy will count towards the employee's Family Medical Leave (FML) entitlement, if the employee is eligible for FML. In the event that catastrophic leave is denied, an employee may still be eligible for unpaid time under FML. An employee enrolled in the short-term or long-term disability programs should contact the Office Coordinator for more information on the use of such plans.

Any unused and undistributed hours donated to the catastrophic leave bank will remain in the bank and roll over at the end of each fiscal year. Hours will not be returned to donating employees.

The OC can provide information on the administration and use of the Catastrophic Leave Bank.

**10. Confidentiality**

All information received on catastrophic leave program applications, health care provider statements, and any additional related information is confidential. The sole use of such information is to determine eligibility for the program.

**11. Exceptions**

Exceptions to this policy must be approved in writing by the Director, Office Coordinator and the Board of Commissioners

## 2.71

The District supports the use of an alternative work schedule by full-time positions when these schedules are consistent with efficient and effective department operation. Advanced supervisory approval is required for all changes to any work schedule.

Alternative work schedules for employees include, but are not limited to, the following:

- **Telework** - Is defined as a work arrangement in which some of the work is performed in an office space closer to home. Communication may be by e-mail, telephone, fax. All alternative work schedules must be approved by the immediate supervisor and the Director.
- **Compensatory Time** - Full time non-exempt employees to choose Compensatory Time (Comp Time) for any overtime pay owed to them instead of having the overtime paid as cash during the pay period it is earned
- **Flex Time** - flexible hours schedule that allows workers to alter workday start and finish times.

### Procedures

- An alternative work schedule should not adversely affect the service provided to customers and other departments.
- Administrative office must remain open for the required hours of 7:30am to 4:00pm, Monday through Friday and reasonable staffing must continue to be provided during those days and hours.
- The quantity, quality and timeliness of employee work must be maintained or enhanced.
- An alternative work schedule should not create a need for additional staff, nor should it cause a department to generate overtime.
- Supervisors are responsible for ensuring that all hours are correctly tabulated and reported in the time-sheets.
  
- To accommodate a serious health condition or disability as may be required by the Family and Medical Leave Act, the Americans with Disabilities Act, or other extraordinary circumstances requiring compliance with applicable federal, state or local law; or If a temporary, special need situation arises in which a flexed workweek would be mutually beneficial to the company and the employee. In such a case, the employee must submit a request through his/her Department Manager explaining the nature of the special need, remitting required documentation, and providing an anticipated time at which the special need situation will end. In no event will any flexed week schedule be approved for more than three (3) months at a time.
  
- A workweek is defined as any period beginning on Wednesday at 12:01 a.m. to Tuesday at 11:59 pm.
- Each pay period, employees are responsible for signing a time-sheets, which accurately reflects hours worked.
- Employees will be paid 8 hours regular pay for scheduled holidays.
- This flextime option is a privilege and a benefit, not a right. If at any time the scheduled day off conflicts with business, the employee is expected to reschedule accordingly.

- All employees, both exempt and non-exempt, are expected to report on time for all scheduled work hours. Excess unapproved tardiness and/or absences disrupt operation and will be addressed through the disciplinary process.

## Harley Sampson

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**From:** Gacic, Alex <agacic@dagarchitects.com>  
**Sent:** Tuesday, May 5, 2020 8:15 AM  
**To:** Harley Sampson  
**Subject:** FW: SWMCD Mosquito Control Ditch Culvert Options  
**Attachments:** 20-05-01 SWMCD Ditch Culvert Options - Preliminary.pdf

Hi Harley

I'm working on the admin building proposal, do you want us to include maybe the \$25k fee for option #2? You can decide on the location and length of the trench cover later if you like. I also have a request in to Biome our environmental engineer to get a better idea of the cost and timing requirements to fill in the east/west ditch.



**Alex Gacic**

1223 Airport Road, Destin, Florida 32541  
M 850.217.4972 D 850.337.6446  
AA-C000745  
[Web](#) | [Facebook](#) | [Houzz](#) | [LinkedIn](#)

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**From:** Gacic, Alex  
**Sent:** Friday, May 1, 2020 11:12 AM  
**To:** Harley Sampson <director@swcmcd.org>  
**Cc:** Stephens, Jamie <jstephens@dagarchitects.com>  
**Subject:** SWMCD Mosquito Control Ditch Culvert Options

Hi Harley

Options #2 and #3 looks to be the most affordable and easiest to do in conjunction with the admin building. Covering the ditch would also allow us to adjust the parking, building location, and vehicle access to the east part of the site.

Per our engineer: "Option #1 is the most expensive to design, permit and construct, whereas Option #2 and 3 requires little or no environmental permitting. The sheet pile (as shown) can be replaced with a system of driven timber piles and concrete grade beams. Option #2 allows the concrete contractor to form, pour and set deck panels in the field, whereas Option #3 requires a pre-engineered system to be manufactured offsite, delivered and set (much more limited room for error than Option #2). Option #2 seem like the best option from a cost, permitting and design standpoint, however I don't know about the concrete thickness and amt of steel required, which may drive prices up past Option #3."

Est. Design Fee (excludes geotech, surveying, environmental, etc.):

#1 = \$30,000

#2 = \$25,000



## Harley Sampson

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**From:** Gacic, Alex <agacic@dagarchitects.com>  
**Sent:** Friday, May 8, 2020 10:49 AM  
**To:** Harley Sampson  
**Subject:** East/West Trench infill

Hi Harley

I followed up with our environmental engineer and for planning purposes approval of the trench infill with the Army Corp of Engineers would probably take at least a year and you should budget about \$10k for engineering time and permit fees. Let me know if you want to include that service in the next task order. Also have you decided if you wanted to include the \$25k for the engineering to enclosing all or parts of the north/south trench?

Thanks



**Alex Gacic**

1223 Airport Road, Destin, Florida 32541

M 850.217.4972 D 850.337.6446

AA-C000745

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**SETTLEMENT AGREEMENT  
AND GENERAL RELEASE**

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This Settlement Agreement and General Release (“the Agreement”) is entered into by and between Plaintiff Jack Doug Liles, Jr. (“Liles”), and Defendant South Walton County Mosquito Control District (“SWCMCD”).

**I. RECITALS**

**WHEREAS**, Liles is the owner of real property located in Walton County, Florida, more particularly described in the deed attached hereto as Exhibit “A” (the “Property”); and

**WHEREAS**, following a dispute between Liles and the SWCMCD (together “the parties”) regarding the Property, Liles commenced a civil action against the SWCMCD and Walton County, Florida in the First Judicial Circuit in and for Walton County, Florida, which was assigned case number 2015-CA-00574 (“the lawsuit”); and

**WHEREAS**, Liles and the SWCMCD have determined that their respective interests would best be served by resolving any and all claims that they may have against one another without any further proceedings;

**NOW THEREFORE**, in consideration of the completion of the terms outlined herein, the receipt and sufficiency of which are acknowledged, the parties agree as follows:

**II. RELEASE AND COVENANTS**

1. The SWCMCD agrees to perform maintenance/repair work (“the work”) to deteriorated portions of the walls of Mosquito Control Ditch 10 (“MCD-10”), which runs across the Property, up to 150 linear feet of the walls of MCD-10, providing up to 300 feet of filter cloth, up to 100 cubic yards of dirt, and up to 200 cubic yards of stone “rip rap.” The SWCMCD will perform the work with labor, materials, and equipment supplied by the SWCMCD. The SWCMCD Director has discretion to provide additional materials to complete the work if needed. Liles will grant SWCMCD staff permission to enter the Property for the purposes of performing the maintenance/repair work described above, will meet with SWCMCD staff at the time the maintenance/repair work is scheduled to begin, and will work with designated SWCMCD staff to resolve any issues that may arise in the course of the work, including but not limited to, removal of trees that pose an impediment to completion of the maintenance/repair work. This agreement is contingent upon approval by the Board of the SWCMCD at a regular meeting. The work will begin after approval of this Agreement on a date mutually agreed to by Liles and the SWCMCD and is estimated to take no more than three (3) weeks to complete.

8. Liles agrees that the only consideration provided to him by the SWCMCD for entering into this Agreement is that stated herein; that no other promises or inducements of any kind have been made to him by any person or entity to cause him to execute this Agreement; and, that he fully understands the Agreement's meaning and intent including but not limited to its final and binding effect. Liles acknowledges that no oral representations have been made to him by the SWCMCD or its representatives regarding the terms of this Agreement including the tax implications (if any) of any payment made pursuant to this Agreement.

9. This Agreement contains and constitutes the entire agreement, understanding, and stipulation of the parties with respect to the matters contemplated herein and fully supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter hereof. The terms of this Agreement are contractual, not a mere recital, and may be enforced. No change, modification, or waiver of any provision of this Agreement shall be valid unless in writing and signed by each of the parties.

10. This Agreement shall be construed in accordance with the laws of the State of Florida. Venue for any dispute shall be the First Judicial Circuit in and for Walton County, Florida.

11. The provisions of this Agreement are severable and if any part of it is found to be void or unenforceable the remaining provisions shall remain fully valid and enforceable.

12. No waiver of any breach of any provision or term of this Agreement or of any objection to any act or omission connected therewith shall be implied or claimed by either party or be deemed to constitute a consent to any continuation of such breach, act, or omission.

13. This Agreement may be executed in one or more counterparts each of which shall be deemed an original and all of which shall constitute one and the same instrument.

14. All notices, requests, or other communications hereunder shall be in writing and shall be deemed to have been duly given when delivered in person; by expedited delivery service; when posted by United States registered or certified mail, postage prepaid; or, when transmitted via electronic mail, facsimile, telex, cable, or any other mechanical form of written communication, confirmed by mail, postage prepaid, to the last known address of the party.

15. In order to "Save Our Bay," SWCMCD is attempting to create a new stormwater district. This stormwater district will manage stormwater from the Florida Department of Transportation and Walton County roads. The stormwater district goals

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print, type or stamp name and expiration date

\_\_\_\_\_  
Harley S. Sampson, Jr., as Director  
South Walton County Mosquito Control  
District

**STATE OF FLORIDA  
COUNTY OF WALTON**

The foregoing instrument was acknowledged before me this \_\_\_\_ day of April 2020, by Harley S. Sampson, Jr. in his capacity as Director of the South Walton County Mosquito Control District, who is [ ] personally known to me or [ ] who has produced \_\_\_\_\_ as identification.

\_\_\_\_\_  
NOTARY PUBLIC

\_\_\_\_\_  
Print, type or stamp name and expiration date

## Harley Sampson

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**From:** Amy Tracy <Atracy@hydrosc.com>  
**Sent:** Wednesday, March 25, 2020 4:21 PM  
**To:** Harley Sampson  
**Subject:** SWCMCD - Stormwater Support Budget

Good afternoon Director Sampson:

We discussed the need for a H&H model to begin to understand the level of service within the mosquito ditch system. This is a model that will tell us at particular points in your system how much water is flowing through at a given design storm – 25-year, 100-year etc. this is specific to the SWMCD system and includes DEM and your stormwater infrastructure information. Our current consulting agreement allows modeling as a service provided under the allowable tasks. We propose to have an on-line virtual meeting with you and key SWCMCD members to drive us through the stormwater infrastructure mapping you have been working with County to get into the GIS system. This would then form the basis for the extent of the hydrological model. We can split this effort over multiple budget cycle in order to not exceed our budget and preserve other support services such as engineering plan review.

This model is critical and a common engineering tool to communicate the current conditions of the mosquito ditches and in what capacity they can handle. It will also show where water overtops the banks, standing or flooding, in the district, and how long that water stages up and takes to drain. This is illustrative proof to elected officials of the current challenges the District continues to face. Below would be a proposed budget expenditure to work on the model and continue to have budget available for other critical services. We would propose to finish the model in the fall.

Without any understanding of what you have available in the GIS system our estimated model price is \$50,000. That number will be refined with you and your team based on the data review we propose virtually. After that session we would provide you a written proposal with the tasks and the output/deliverable. Please let me know when is a good time to discuss further.

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**March – October:**

Engineering Plan Review SMF- \$3062  
H&H Modeling: \$23k  
Stormwater Services \$10,716  
2<sup>nd</sup> and 3<sup>rd</sup> quarter  
\$37,000

October – October 2021  
Stormwater Services- 20K  
Engineering services - \$30k

Sincerely,  
Amy

**Amy Tracy, Senior Scientist**  
[atracy@hydrosc.com](mailto:atracy@hydrosc.com)  
904-508-9839