

City of Lake Alfred
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AGENDA
CITY COMMISSION MEETING
MONDAY JANUARY 4, 2016
7:30 P.M.
CITY HALL

CALL TO ORDER: MAYOR CHARLES LAKE

INVOCATION AND PLEDGE OF ALLEGIANCE: PASTOR MIKE JONES

ROLL CALL: CITY CLERK AMEÉ BAILEY

CITY MANAGER & CITY ATTORNEY ANNOUNCEMENTS

RECOGNITION OF CITIZENS: ITEMS NOT ON AGENDA

PROCLAMATION – NATIONAL RELIGIOUS FREEDOM DAY

CONSENT AGENDA:

- 1.) CITY COMMISSION MEETING MINUTES
- 2.) CITY COMMISSION ANNOUNCEMENTS

AGENDA

- 1.) ORDINANCE 1361-16: PERSONNEL MANUAL AND EMPLOYEE HANDBOOK
- 2.) CONTINUING SERVICE AGREEMENT: RAFTELIS FINANCIAL CONSULTANTS
- 3.) RAFTELIS: TASK ORDER #1: UTILITY RATE STUDY

RECOGNITION OF CITIZENS (PLEASE LIMIT YOUR COMMENTS TO 5 MINUTES.)

COMMISSIONER QUESTIONS AND COMMENTS:

VICE MAYOR DALEY
COMMISSIONER DUNCAN
COMMISSIONER DEARMIN
COMMISSIONER MAULTSBY
MAYOR LAKE

ADJOURN



Proclamation

To recognize and celebrate January 16th as National Religious Freedom Day.

Whereas, the on January 16, 1786, the Virginia Statute for Religious Freedom was adopted. The statute became the basis for the establishment clause of the First Amendment of the U.S. Constitution and led to freedom of religion for all Americans, and

Whereas, the statute, drafted by Thomas Jefferson and guided through the Virginia legislature by James Madison codified the right of every person to profess their opinions in matters of faith, and it declares that "no man shall be compelled to frequent or support any" religion, and

Whereas, the First Amendment prohibits the Government from establishing religion. It also protects the right of every person to practice their faith how they choose, to change their faith, or to practice no faith at all, and to do so free from persecution and fear, and

Whereas, this religious freedom allows faith to flourish, and our Union is stronger because a vast array of religious communities coexist peacefully with mutual respect for one another.

Whereas, throughout the world, millions of individuals are subjected to discrimination, abuse, and sanctioned violence simply for exercising their religion or choosing not to claim a faith. History shows that nations that uphold the rights of their people -- including the freedom of religion -- are ultimately more just, more peaceful, and more successful. Therefore, we must also continue our work to protect religious freedom at home and around the globe, and

Whereas, as we observe this day, let us celebrate America's legacy of religious liberty, embrace diversity in our own communities, and resolve once more to advance religious freedom in our time.

Therefore, BE IT RESOLVED that the City of Lake Alfred formally recognize January 16, 2016 as

" National Religious Freedom Day "

in the City of Lake Alfred, Florida and urge all citizens to commemorate this day with events and activities that teach us about this critical foundation of our Nation's liberty, and that show us how we can protect it for future generations at home and around the world.

IN WITNESS WHEREOF, I have hereunder set my hand this 4th day of January, 2016.

Charles Lake, Mayor
City of Lake Alfred, Florida

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 4, 2016**

CONSENT AGENDA

1.) CITY COMMISSION MEETING MINUTES

ATTACHMENTS:

- December 7, 2015 Draft Minutes

ANALYSIS: Please review the minutes at your earliest convenience and contact the City Clerk if there are any questions, comments or concerns. (863) 291-5747

2.) CITY COMMISSION ANNOUNCEMENTS

ANALYSIS: Each of the meetings/ events scheduled below may constitute a public meeting at which two or more City Commissioners or Planning Board Members may attend and discuss issues that may come before the City Commissioners.

- The Ridge League of Cities Board Meeting will be held on Thursday January 14th at 6:30 pm at the Winter Haven City Hall.

STAFF RECOMMENDATION: Approval of the consent agenda.

DRAFT MINUTES
CITY OF LAKE ALFRED
CITY COMMISSION MEETING
MONDAY, DECEMBER 7, 2015
7:30 P.M.
CITY HALL

Call to Order: Mayor Charles Lake

Invocation and Pledge of Allegiance: Pastor Blocker

Roll Call: Those in attendance were Mayor Charles Lake, Vice Mayor Nancy Daley, Commissioner John Duncan, Commissioner Jack Dearmin, City Manager Ryan Leavengood, City Attorney Seth Claytor, and City Clerk Ameen Bailey-Speck.

Vice Mayor Daley moved to excuse Commissioner Albertus Maultsby from the meeting this evening; seconded by **Commissioner Duncan** and the motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

Staff attendance: Police Chief Art Bodenheimer, Community Development Director Valerie Ferrell, Finance Director Amber Deaton, Public Works Director John Deaton, and Parks and Recreation Director Richard Weed.

CITY MANAGER ANNOUNCEMENTS

City Manager Leavengood stated City Offices will be closed on December 24th and 25th. The Public Library will be closed December 24th - 27th in observance of Christmas and on January 1st, 2016 for New Year's Day. Changes to the Solid Waste schedule were distributed and posted on the City website.

The Mobile Career Source will visit on Tuesday Dec. 8th from 9 am until 3 pm to provide employment and training-related services. Then the SPCA Wellness Wagon will visit on Saturday Dec. 12th from 8 till 10:30 am, offering vaccines and testing for every pet.

The Florida Licensing on Wheels staff will be at your Lake Alfred Public Library on Friday, Jan. 8th from 10 am until 2 pm to provide a convenient method to renew, obtain or change driver license or an identification card.

The Lake Alfred Bluegrass & BBQ Bash Saturday, January 9th, 2016 from 11:00 am until 9:00 pm at Lions Park. Join us for a great day of music and some of the top BBQ competitors from across the state! For more information please contact the Lake Alfred Parks and Recreation Department.

The Christmas Parade and events at Gardner Park was a great success. Photos from the events have been placed on the City website and Facebook page. He thanked staff for the team effort and the investment by the City Commission. Citizens have commented that this was the best event in years.

City Manager Leavengood introduced Mark Cavitt the new Ledger Reporter covering the City of Lake Alfred.

CITY ATTORNEY ANNOUNCEMENTS

No announcements.

RECOGNITION OF CITIZENS

Joe Hults, 824 James Way, received FEMA map amendment for The Lakes and thanked staff for their work on this project.

PROCLAMATION – AGRICULTURAL AND LABOR PROGRAM, INC. (ALPI)

Mayor Lake read the proclamation in its entirety. The proclamation was received by Al Miller who stated the program started for agricultural workers, but has expanded to low income families and the elder. He thanked the City for their partnership in the work assistance program.

EMPLOYEE OF THE QUARTER – BRIAN BEASLEY

Mayor Lake stated Capt. Brian Beasley has worked for the City for over 16 years. For several years, he has worked with Lake Alfred Elementary and Karen Siegel Academy on fire education programs at the schools and to coordinate station visits for students. While this may not sound like a lot- it has a tremendous impact that may never be able to be measured.

He has also taken on the responsibility of making sure the station is always stocked with enough supplies, such as the red fire helmets, coloring books, stickers, etc. He fields the seemingly endless calls from vendors and handles them with professionalism.

Public education in the schools seems to be a niche for Brian that he is very good at it, and we are proud to have him at Lake Alfred Fire Department. Receiving certificate, pin, gift certificate from citizen donation, and a day off with pay. Capt. Beasley has the opportunity to be selected for the employee of the year which will be announced at the upcoming employee Christmas Party. Congratulations for a job well done.

CENTENNIAL AWARD PRESENTATIONS

City Manager Leavengood stated that is a rare opportunity for a community to experience a centennial year. The planning started in 2014 and involved staff, citizens, businesses and organizations. It was an adventure to learn about the City's history and planning events throughout the year including the time capsule ceremony, to Good Ole days with fireworks. He recognized the City Commission, businesses and distinguished citizens for their involvement in the Centennial events throughout the year. He stated that it talks everyone's involvement to make the City shine. Plaques were presented to Mayor Charles Lake, Vice Mayor Nancy Z. Daley, Commissioner Jack Dearmin, Commissioner John Duncan, Commissioner Albertus

DRAFT

Maultsby, City Attorney, Seth Claytor, Assistant City Attorney, The Lake Alfred Chamber of Commerce, Historical Society, Friends of the Library, Lions Club, First Baptist Church, CenterState Bank, Judy Schelfo, Betty Shinn, Pastor Mike Jones and City Manager Ryan Leavengood.

City Manager Leavengood also recognized the staff, stating staff already wears many hats and adding the centennial was a challenge. The City staff rose to the occasion stepping out of their comfort zones and produced some great events.

CONSENT AGENDA:

Commissioner Dearmin moved to approve the consent agenda; seconded by **Commissioner Duncan** and the motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

AGENDA

1.) RESOLUTION 12-15: LOCAL MITIGATION STRATEGY

City Attorney Seth Claytor read the resolution title.

City Manager Leavengood stated that the Polk County Local Mitigation Strategy (LMS) is a multijurisdictional plan that identifies the hazards threatening Polk County and provides an assessment of the relative level of risk the hazards pose. The LMS is developed to provide residents and businesses with information about the risks they could possibly face while in Polk County, such as floods, wildfires, tornadoes, thunderstorms, and hurricanes. The guide also outlines short and long-term mitigation goals and objectives and includes a number of proposed projects to minimize vulnerability to these hazards. The purpose of the LMS is to reduce or eliminate long-term risk to human life and property from disasters. Section 322 of the Robert T. Stafford Disaster Relief and Emergency Assistance Act (Stafford Act) as enacted under the Disaster Mitigation Act of 2000 requires the adoption of LMS plans in order for jurisdictions to be eligible for federal hazard mitigation grants.

The Local Mitigation Strategy plan was originally adopted by the Polk County Board of County Commissioners on August 4, 2010 and was subsequently approved by the Lake Alfred City Commission on September 8, 2010. The Federal Emergency Management Agency (FEMA) requires each local jurisdiction and the School Board to have either its own local mitigation plan or actively participate in the development and maintenance of multi-jurisdictional plans. The Polk County LMS is a Federal Emergency Management Agency (FEMA) approved plan that is compliant with federal regulations. The adoption of a FEMA approved hazard mitigation plan allows all participating jurisdictions to be eligible to apply for hazard mitigation project grants. To remain compliant with federal regulations, a review and update to the LMS must occur every five years. The update ensures that the plan remains current in its discussion of local risks and risk reduction strategies.

DRAFT

The proposed resolution approves the updated mitigation plan. The Polk County Board of County Commissioners approved the updated plan by resolution at their August 18, 2015 meeting. Paul Wombel heads the Task Force for Polk County. Police Chief Bodenheimer and Fire Chief Chris Costine are members of the Task Force.

Staff recommended approval of Resolution 12-15.

Commissioner Dearmin moved to approve Resolution 12-15; seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote. There were no citizen statements.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

2.) BOARD APPOINTMENTS

City Manager Leavengood stated that the City maintains various boards that are both essential to and benefit the City including: Planning, Adjustments, and Parks & Recreation. All Board members serve for three (3) year terms and the following boards have opening or members up for renewal:

Planning Board

- Joseph Hults, renewal, regular member term to expire 2018
- Matt Noone, promotion to regular member, term to expire 2018
- Ireneo Ferrer Jr, new alternate member, term to expire 2017 *

Board of Adjustments

- Ike Fountain – renewal, regular member, term to expire 2018
- Wanda Daley – promotion to regular member, term to expire 2017
- Rick Roach – transfer from Planning Board, regular member, term to expire 2018
- Irving Spokony – transfer from Planning Board, alternate member, term to expire 2016

Parks and Recreation Board

- Tom Bryan – renewal, regular member, term to expire 2018
- David Fawcett – renewal, regular member, term to expire 2018
- Becky Roach – renewal, regular member, term to expire 2018
- Yvonne Thornton – renewal, regular member, term to expire 2018

Staff recommended approval of the proposed board appointments and renewals.

The **City Commission** discussed the residency of Mr. Ferrer and if it was a requirement of the City Charter.

Joe Hults 824 James Way, stated Mr. Ferrer purchased a property in The Lakes in 2006. He has not met him nor could he confirm where he lives. He did check on his voting status and stated Mr. Ferrer is not registered to vote in Lake Alfred.

Staff responded that Mr. Ferrer's application was received and his residence is in Lake Alfred. He has a business and mailing address in South Florida. Staff will clarify his residence status.

Vice Mayor Daley moved to approve the Planning Board appointments Joseph Hults, Matt Noone, and Ireneo Ferrer Jr. with the contingency that Mr. Ferrer's residency status is compliant with the Charter, seconded by **Commissioner Dearmin**. The motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

Commissioner Dearmin moved to approve the Board of Adjustment appointments Ike Fountain, Wanda Daley, Rick Roach, Irving Spokony, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

Commissioner Duncan moved to approve the Parks and Recreation Board appointments Tom Bryan, David Fawcett, Becky Roach, Yvonne Thornton, seconded by **Commissioner Dearmin**. The motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

3.) PURCHASE: POLICE DEPARTMENT VEHICLE

City Manager Leavengood stated the current fiscal year 2015/2016 budget, the City has budgeted \$30,000 for the purchase of a police cruiser. City staff has solicited and received bids from the following companies for the purchase of a 2015 Ford Interceptor with associated emergency equipment.

- Bartow Ford: \$ 30,796.00
- Don Reid Ford: \$ 33,471.46
- Duval Ford: No Bid

In previous years the City has replaced one of our older vehicles with the new purchase. In looking at the current status of our fleet staff is not recommending replacement at this time. One of the police department's is to implement a "take home" vehicle policy which will require additional vehicles. Annual funding of this vehicle purchase will allow us to eventually reach that

goal in a cost effective manner while still replacing high mileage vehicles (100,000+) that are outdated and costly to maintain.

Staff recommended approval the purchase of a police interceptor from Bartow Ford in the amount of \$30,796.

The **City Commission** asked about the oldest vehicle, the take home policy, and vehicle equipment.

Staff responded that the oldest vehicle was a 2001, but that it is not the highest mileage vehicle. The City then has vehicles from 2006 to 2014, approximately one each year. The City currently maintains ten police cruisers and replaces one car at a time rather than in bulk. These purchases allows for more officers to have a take home vehicle which aids in recruitment and retention. Currently only the Police Chief, Lieutenant and K-9 Officer have take home vehicles. The bid includes all the required safety equipment. The bid is for a 2015 vehicle because it would take twelve weeks to get a 2016.

Vice Mayor Daley moved to approve the purchase of a police interceptor from Bartow Ford in the amount of \$30,796., seconded by **Commissioner Duncan**. There were no citizen statements. The motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

4.) PURCHASE: PUBLIC WORKS EQUIPMENT & VEHICLES

City Manager Leavengood stated the current fiscal year 2015/2016 budget, the City has budgeted \$90,000 for the replacement of a backhoe and \$25,000 for the replacement of a service vehicle. City staff has solicited and received the following bids for the replacement purchases:

Backhoe:

- Trekker: \$50,907
- Nortrax: \$49,193
- Ring Power: \$73,288

The Trekker and Nortrax bids contain a trade in credit for our current backhoe of \$21,000. Public works staff is requesting the "Case" backhoe from Trekker over the low bid "John Deer" backhoe from Nortrax which is a cost difference of approximately \$1,500 (heavier duty machine and consistent with our current backhoe). The total cost of the purchase is \$40,000 less than the budgeted amount of \$90,000. In part, due to the trade –in value.

Replacement Service Vehicle(s) (Ford F250):

- Bartow Ford: \$24,594
- Weikert Ford: \$26,822
- Lakeland Auto Mall: No bid

The budgeted replacement service vehicle is for a 1999 service truck that is currently not in operation due to engine failure. As a result of the significant cost savings from the backhoe purchase public works' staff is requesting the purchase of an additional service vehicle to replace a 1996 Ford 350 Van that is reaching the end of its service life. Total trade in value for the vehicles to be replaced is estimated at \$500-\$1,000 each.

The purchase of the backhoe and (2) vehicles will have a net cost of approximately \$100,000 but will still result in a net cost savings of \$15,000 in this year's budget.

Staff recommended approval the purchase of a backhoe from Trekker in the amount of \$50,907 and (2) replacement service vehicles from Bartow Ford for \$24,594 each.

The **City Commission** discussed the use of the van.

Ron Schelfo, asked which fund would purchase the backhoe.

Staff responded that the van is the older white van used for work release. The blue van will become the back-up. The funds will be from the Public Works budget. The mini-excavator and jetter were taken out of Utilities last year. Funding and resources are split between the two departments and purchases are rotated between them. The budget impact is \$45,000 because the other half was allocated in last year's budget.

Commissioner Dearmin moved to approve the purchase of a backhoe from Trekker in the amount of \$50,907 and (2) replacement service vehicles from Bartow Ford for \$24,594 each, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote.

MAYOR LAKE	AYE
VICE MAYOR DALEY	AYE
COMMISSIONER DEARMIN	AYE
COMMISSIONER DUNCAN	AYE

5.) INTERLOCAL AGREEMENT: PROPERTY APPRAISER

City Manager Leavengood stated that in July of 2014, the City adopted by ordinance elements of the International Property Maintenance Code providing a unified set of building and property maintenance standards. Coupled with this ordinance were interlocal agreements with the Property Appraiser and Tax Collector that allowed for abatement costs incurred by the City through the code enforcement process to be recovered as a non-ad valorem assessment on the property tax bill.

The proposed agreement with the property appraiser is a renewal of the previous process but is specific to the 2016 tax year assessment roll. The previously approved agreement with the tax collector that is tied to this process automatically renews each year.

Staff recommended approval of the interlocal agreement with the Property Appraiser.

Commissioner Dearmin moved to approve the interlocal agreement with the Property Appraiser, seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote. There were no citizen statements.

MAYOR LAKE
VICE MAYOR DALEY
COMMISSIONER DEARMIN
COMMISSIONER DUNCAN

AYE
AYE
AYE
AYE

RECOGNITION OF CITIZENS

Police Chief Bodenheimer recognized and thanked the Christmas for Kids program for their services in the community. He asked Loretta to give the Commission some information about the organization.

Loretta Victorio from Cypress Greens Christmas for Kids, stated the organization is 15 years old and every year they work with Lake Alfred Elementary School. The staff helps to identify children and families that may need assistance of some kind. This year they identified 92 children and 30 families. The celebration is December 19th at Cypress Greens at 10 am.

COMMISSIONER QUESTIONS AND COMMENTS

Commissioner Duncan wished everyone a Merry Christmas and happy holiday. He thanked the staff and stated the parade was excellent. He also thanked staff for installing the slow down signs and asked about Wayfinding signs.

City Manager Leavengood stated Gulf State Signs is still working on the signs and staff is staying in touch with them.

Commissioner Dearmin wished everyone a Merry Christmas and he is thankful for the support of the citizens. He has received positive feedback about the lights, parade and events. He thanked the City Manager and staff also.

Mayor Lake stated the parade was terrific with only one complaint. He thanked Staff for their work. Monday Morning with the Mayor will resume next year. He wished everyone a Merry Christmas and Happy New Year.

Vice Mayor Daley happy to have the recognition tonight and thanked staff for the presentations. The Water Coop meeting was cancelled and will be re-scheduled for January. She stated that this was the best parade and the tree and lights look great.

With there being no further business to discuss, Mayor Lake adjourned the meeting at 8:54 pm.

Respectfully Submitted,

Ameé N. Bailey
City Clerk

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 4, 2016**

1.) ORDINANCE 1361-16: PERSONNEL MANUAL AND EMPLOYEE HANDBOOK

ISSUE: The City Commission will consider an ordinance amending the Personnel Manual and Employee Handbook for the City of Lake Alfred.

ATTACHMENTS:

Ordinance 1361-16 with Exhibit "A"

ANALYSIS: The employee handbook sets forth in detail the employee benefits programs, personnel policies, general guidelines, and disciplinary rules of the city. The last formal review of the Personnel Manual was conducted last year, and adopted on October 20, 2014.

The City of Lake Alfred has evaluated the current needs of the City's general provisions, definitions, employment policies, holidays, leave, employee recognition, separation, disciplinary actions, and salary. The proposed revisions and amendments throughout the manual are listed in exhibit "A". Following the major revisions from previous years, staff have reviewed the policies on a continuing basis and how they have been implemented and applied. The majority of the changes are designed to clarify and to improve the intent of existing policies.

STAFF RECOMMENDATION: Approval of Ordinance 1361-16 on first reading.

ORDINANCE 1361-16

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA; AMENDING THE PERSONNEL MANUAL AND EMPLOYEE HANDBOOK FOR THE CITY OF LAKE ALFRED; PROVIDING FOR SCRIVENERS ERRORS, CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, the personnel rules and regulations are required to be adopted by the City Commission per Section 3.06(b) of the City of Lake Alfred Charter; and

WHEREAS, it is in the best interest of the citizens and employees of the City of Lake Alfred to adopt revised personnel rules attached hereto as Exhibit "A" and incorporated herein by reference;

NOW, THEREFORE, BE IT ENACTED BY THE PEOPLE OF THE CITY OF LAKE ALFRED, FLORIDA:

SECTION 1: AMENDMENT. The *Personnel Manual and Employee Handbook* is amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference (text that is underlined is text to be added and text that is shown as ~~strikeout~~ is to be removed).

SECTION 2: SCRIVENERS ERRORS. It is the intention of the City Commission that the provisions of this ordinance shall become and be made a part of the *Personnel Manual and Employee Handbook*; and that sections of this document may be renumbered or re-lettered and the word may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and the correction of typographical and/or scrivener's errors which do not affect the intent or context may be authorized by the City Manager by filing a corrected or re-codified copy with the City Clerk.

SECTION 3: CONFLICTS. All ordinances or parts of ordinances and resolutions in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent necessary to give this ordinance full force and effect. Specifically, and pursuant to amendments set forth in Exhibit "A", Resolution 08-14 regarding Tuition, CDL, and Education Pay policies is hereby repealed.

SECTION 4: SEVERABILITY. If any provision or portion of this ordinance is declared by any court of competent jurisdiction to be void, unconstitutional, or unenforceable, then all remaining provisions and portions of this ordinance shall remain in full force and effect.

SECTION 5: EFFECTIVE DATE. This ordinance shall take effect immediately upon final adoption.

INTRODUCED AND PASSED on first reading at the regular meeting of the Lake Alfred City Commission held on the 4th day of January, 2016.

PASSED AND ENACTED ON SECOND READING, with a quorum present and voting, by the City Commission of Lake Alfred, Florida, this 19th day of January, 2016.

**CITY OF LAKE ALFRED, FLORIDA
CITY COMMISSION**

ATTEST:

Charles O. Lake, Mayor

Ameé Bailey-Speck, City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney



**Personnel Manual and
Employee Handbook
2016**

Personnel Manual and Employee Handbook
City of Lake Alfred

ADOPTED: June 21, 2004

AMENDED by Ordinance 1199-07: September 4, 2007

AMENDED by Ordinance 1239-08: September 22, 2008

AMENDED by Ordinance 1269-10: February 15, 2010

AMENDED by Ordinance 1286-11: February 7, 2011

AMENDED by Ordinance 1288-11: April 4, 2011

AMENDED by Ordinance 1322-13: July 8, 2013

AMENDED by Ordinance 1328-13: November 4, 2013

AMENDED by Ordinance 1339-14: October 20, 2014

AMENDED by Ordinance 1361-16: January 19, 2016

**Personnel Manual and Employee Handbook
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SECTION 1
GENERAL PROVISIONS

1.01 Purpose

This handbook is designed to acquaint you with City of Lake Alfred (City) and provide you with information about working conditions, employee benefits, and some of the policies affecting your employment. You should read, understand, and comply with all provisions of the handbook. It describes many of your responsibilities as an employee and outlines the programs developed by the City of Lake Alfred to benefit employees. One of our objectives is to provide a work environment that is conducive to both personal and professional growth.

1.02 Positions Covered

These personnel rules shall apply to most employees of the City of Lake Alfred. Employees whose salaries are funded through Federal or State Programs and whose working hours and conditions are similar to those of other employees herein described shall be subject to all provisions of these policies and procedures. Department Heads and or other employees are covered by all provisions ~~except overtime rules~~ unless specifically provided otherwise in an agreement or personnel action form approved by the City Manager. Some positions are not covered by these personnel regulations due to their nature and include: Mayor and Commissioners, City Attorney, and Board Members. The City Manager will be covered under all personnel policies and procedures unless stipulated otherwise in his/her contract.

1.03 Administration

The City Manager shall be responsible for the administration and direction of the City's personnel program. In the performance of this duty, the City Manager shall have the right to administratively construct, interpret, and to supplement these personnel policies with departmental policies, unless such construction, interpretation, or supplementation would be inconsistent with the manifest intent of the City Commission, or the context clearly requires otherwise.

Department Heads will be responsible for the proper and effective administration of these personnel policies within their respective departments. It will also be the responsibility of the Department Head to ensure that each employee has received an employee handbook summarizing these rules and to conduct appropriate orientation sessions with new employees to review these rules and other related City personnel procedures. It is the responsibility of each employee to understand and abide by these personnel rules as a condition of continuing employment. These rules shall be in addition to any divisional/departmental rules and regulations.

1.04 Amendments

No employee handbook can anticipate every circumstance or question about policy. As such, the City reserves the right to revise, supplement, or rescind any policies or portion of the handbook from time to time as it deems appropriate, in its sole and absolute discretion. Employees will be notified of such changes to the handbook as they occur. Handbook changes will be orally reviewed with the affected employees. Copies of the handbook changes shall be provided to all employees.

1.05 Department Policies

Department operating policies, programs and procedures serve as supplements to these policies. In the event of conflict in any section, the City Personnel Policies shall prevail. Department policies, programs and procedures will be in writing and approved by the City Manager for conformance to the Personnel Policies.

SECTION 2 **DEFINITION OF TERMS**

Active Pay Status - Authorized paid leaves, holiday or time worked.

Active Disciplinary Action – The period of time established by the disciplining supervisor wherein the disciplinary action may be utilized to establish progressive disciplinary action for future disciplinary problems or infractions.

Anniversary Date - The date on which an employee begins regular full time or regular part time employment and the same date in following years. This also is the date from which vacations and sick leave are computed (this date changes only if an employee is in a non-pay status for one (1) pay period or more; the anniversary date is then deferred by an equivalent amount).

Applicant - Individual who has completed and submitted an application for employment with the City.

Appeal - An application for review of a disciplinary action submitted or instituted by an employee.

Appointment - Offer and acceptance by a person of a position either on a regular or temporary basis.

Assignment Pay- An increase in compensation for additional duties or responsibilities that are in excess, in either scale or scope, of the employee's base classification.

Benefit Date – The date on which an employee is placed in a full-time position.

Class - Group of positions which are sufficiently alike in general duties and responsibilities to warrant the use of the same title, class descriptions and pay range.

Class Description - Written description of a class consisting of a class title, a general statement of the major function of work, illustrative duties and the qualifications for the class.

Class Title - Title in the classification plan which describes the general nature of work of the position.

Classification - Grouping positions in classes.

Classification Date - Date an employee entered, transferred, or was promoted to the current position. This is the date from which length of service in classification is computed for determination of probationary periods, order of layoff and eligibility for step increases.

Classification Plan - Official system of grouping positions into classes.

Compensation - The standard rates of pay which have been established for the respective classes of work, as set forth in the compensation plan.

Compensation Plan - The official schedule of pay assigning rates of pay to each class title.

Continuous Service - Employment which is uninterrupted except for authorized leaves of absence, suspension or separation due to reduction in work force. Authorized paid leaves of absence are included as part of continuous service.

Demotion - Assignment of an employee from one class to another which has a lower maximum rate of pay.

Department Head - An employee who reports directly to the City Manager and whose primary job responsibility is the direction and management of one of the City's Departments including but not limited to: Police, Fire, Finance, Community Development, Parks & Recreation, Public Works/Utilities, and the City Clerk.

Dismissal - Separation from City employment for cause or without cause during a probationary period.

Employment Category – Includes designations of exempt or non-exempt; full-time or part-time; regular or probationary; or part-time, temporary, reserve (PTR)

Electronic Messaging Device (EMD) - includes all City of Lake Alfred personal computers, electronic mail systems (e-mail), voice mail systems, paging systems, electronic bulletin boards, Internet service providers, fax machines, laptop or mobile computing terminals (MCT) and any part of the City's computer network. EMD devices are designed and intended for conducting business of this organization and are restricted to that purpose.

Exempt Status - Employees who are in an exempt status category under the Fair Labor Standards Act and are not eligible for overtime pay.

Fiscal Year – The accounting period beginning on October 1st and ending on September 30th

Full-Time - Position that requires an employee to work the full amount of hours scheduled for employees of the division.

Insubordination - The unwillingness on the part of an employee to submit to the official authority vested in supervisors, Department Heads and the City Manager as outlined in the Personnel Policies.

Layoff - Reduction of the number of employees due to the lack of work, funds or other causes.

Leave - Approved type of absence from work as provided by these policies.

May - The word "May" shall be interpreted as permissive.

Non-Covered Position - Employees and positions which are exempt from specific provisions of the Personnel Policies, including the Career Service employment appeal provisions.

Overtime - Time worked in excess of the regularly scheduled work periods for those persons not working on an exempt basis.

Part-Time, Temporary, or Reserve (PTR) Employee - Any city employee that is not within a specified regular full-time or regular-part time position (or associated probationary period).

Pay Range - Salary which is assigned to a classification title, expressed as a pay range number.

Performance Evaluation - A report relative to the job performance of employees made by the supervisor.

Position - Groups of duties and responsibilities assigned and budgeted requiring the full-time or part-time employment of one (1) person.

Probationary Employee - An employee serving a trial period prior to regular appointment in that position.

Probationary Period - Period of time provided to allow the Department Heads an opportunity to evaluate an employees' performance and to decide whether or not the employee is to be retained.

Promotion - Assignment of an employee from one class to another which has a higher maximum rate of pay.

Regular Appointment - Appointment to a regular position authorized to be filled. A regular full-time or regular part-time employee is subject to and receives all benefits and rights as provided by the Personnel Policies of the City.

Regular Employee - An employee who has successfully completed an initial probationary period.

Relative - Father, mother, son, daughter, brother, sister, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, grandmother, grandfather, grandchild(ren), stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, ~~or~~ half-sister, niece, nephew, aunt, or uncle.

Remote Travel – Travel outside of Polk County.

Resignation - Act of voluntarily withdrawing from City employment.

Retirement - Whenever an employee meets the conditions set forth in the Retirement Plan regulations, the employee may elect to retire and receive all benefits earned under the Plan.

Sexual Harassment - Unwelcome sexual advances of whatever nature, requests for sexual favors or other verbal or physical conduct of a sexual nature.

Shall/Will - These terms are interpreted as being mandatory.

Step - Series of pay progressions within a classification.

Suspension - Relief from work with or without pay under the Personnel Policies by their Department Head or other supervisor authorized to enforce disciplinary action.

Transfer - Action in which the employee moves from one budgeted position to another with no resulting title change, or if a title change does take place, there may be no change in the pay range.

Work Day - Scheduled number of hours an employee is required to work in a normal schedule for that department.

SECTION 3
STANDARDS OF CONDUCT

3.01 General Policy

The City of Lake Alfred has established a system of personnel management to assist in providing superior service to the community.

The City advocates the concept that the quality of public service can reach maximum efficiency through a Personnel Management System based on merit principles.

Employees are encouraged to develop skills and seek formal training that will enhance their personal development and add to the overall expertise of the organization.

It is the policy of the City to expect compliance from employees with all Personnel Policies, state statutes and federal regulations in the performance of duties. An employee who violates any of the Personnel Policies shall be subject to disciplinary action.

An employee of the City of Lake Alfred represents the City in all his/her dealings with the public. Being a representative involves a degree of duty and obligation regarding public and private conduct which is not common to other classes of employees. A City employee's appearance, attitude, and behavior all announce to our customers, both internal and external, what may be expected from the City government.

3.02 Equal Employment Opportunity

The City of Lake Alfred has adopted an Equal Employment Opportunity Plan, which is on file at the City Clerk's office.

3.03 Harassment

It is the policy of the City of Lake Alfred that each employee shall work in an environment free of discrimination, and any form of harassment, based on race, color, religion, age, gender, pregnancy, national origin, handicap or marital status (and any other protected class as established by law). The City prohibits any such discrimination or harassment under these provisions.

- A. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.
- B. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, [alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation] or any other characteristic protected by law or that of his/her relatives, friends or

associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.

- C. The City of Lake Alfred prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.
- D. The above is not to be construed as an all-inclusive list of prohibited acts under the City's Harassment Policy

Any employee who believes he or she has been the target or victim of harassment, discrimination, retaliation, or a hostile work environment should report the incident immediately to their immediate supervisor, City Manager, or the City Attorney to initiate an investigation of the claim.

With the cooperation of the concerned employee, the investigation will be carried out with respect for the confidences and sensitivity of all persons involved. The concerned employee will be afforded protection from retaliation. The results of any investigation of alleged harassment, discrimination, retaliation, or hostile work environment shall be promptly communicated to the employee. Where charges are substantiated, appropriate action will be taken, up to termination.

The City of Lake Alfred recognizes that false accusations of harassment can have a serious effect on innocent men and women and that absolute guilt or innocence may be difficult to prove. However, individuals determined to have made false accusations of harassment will be subject to appropriate disciplinary action, up to termination.

The provisions, processes and actions taken under this section are related to anti-discrimination statutes and are not a general civility code. Federal law does not prohibit simple teasing, offhand comments, or isolated incidents that are not extremely serious. Rather, the conduct must be so objectively offensive as to alter the conditions of the individual's employment. The conditions of employment are altered only if the harassment culminates in a tangible employment action or is sufficiently severe or pervasive to create a hostile work environment. Complaints or investigations that are determined to not meet the test of severity, pervasiveness, or tangible employment action set herein may otherwise be addressed under Section 12: Disciplinary Action.

3.04 Conflict of Interest

This policy is in accordance with Florida Statutes, entitled "Code of Ethics for Public Officers and Employees".

Employees have an obligation to conduct business within guidelines that prohibit actual or potential conflicts of interest. This policy establishes only the framework within which The City of Lake Alfred wishes the business to operate. The purpose of these guidelines is to provide general direction so that employees can seek further clarification on issues related to the subject of acceptable standards of operation. Contact the appropriate Department Head for more information or questions about conflicts of interest.

Transactions with outside firms must be conducted within a framework established and controlled at the executive level of The City of Lake Alfred. Business dealings with

outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific City Manager approval. Penalty for violation of this policy will be immediate termination.

An actual or potential conflict of interest occurs when an employee is in a position to influence a decision that may result in a personal gain for that employee or for a relative as a result of ~~The the City's~~ of Lake Alfred's business dealings. For the purposes of this policy, a relative is any person who is related by blood or marriage, or whose relationship with the employee is similar to that of persons who are related by blood or marriage.

No "presumption of guilt" is created by the mere existence of a relationship with outside firms. However, if employees have any influence on transactions involving purchases, contracts, or leases, it is imperative that they file a sworn statement to this effect with the City Clerk as soon as possible to address the existence of any actual or potential conflict of interest so that safeguards can be established to protect all parties.

Employees will not transact any business in their official capacity with any business entity of which they are an officer, Department Head, agent or member, or in which they own a controlling interest, excluding civic, charitable, or religious organizations.

Employees shall not have personal investment in any enterprise which will create a conflict between their private interest and the public interest.

Personal gain may result not only in cases where an employee or relative has a significant ownership in a firm with which the City of Lake Alfred does business, but also when an employee or relative receives any kickback, bribe, substantial gift, or special consideration as a result of any transaction or business dealings involving the City of Lake Alfred.

3.05 Political Activity

In accordance with Florida Statutes, and as specified herein, City employees will not take any active part in political campaigns in the election of the City Commission for the City of Lake Alfred.

No employee or other person will solicit, orally or by letter, or be in any other manner concerned in obtaining any assessments, contributions, or services for any political party while on duty with the City.

Nothing herein contained will be construed to restrict the right of the employee to hold membership in and support a political party, to vote as he/she chooses, to maintain political neutrality, or to attend political parties after working hours.

No employee shall use his/her position with the City in order to benefit any political party and/or candidate.

3.06 Employment of Relatives

The employment of relatives in the same area of an organization may cause serious conflicts and problems with favoritism and employee morale. In addition to claims of partiality in treatment at work, personal conflicts from outside the work environment can be carried into day-to-day working relationships.

In accordance with Florida Statutes, a public official or Department Head may not appoint, employ, promote, or advance or advocate for appointment, employment, promotion or advancement of certain relatives in or to a position in the City or Department in which he/she is serving or over which he/she exercises jurisdiction or control. The Statutes define a "Public Official" to mean an officer or employee of the City in whom is vested the authority by law, rule or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with the employment in the City. The Statutes define a "Relative" to mean with respect to a public official an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, grandmother, grandfather, grandchild(ren), father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, half-sister.

Relatives of persons currently employed by the City of Lake Alfred may be hired only if they will not be working directly for, or supervising a relative, or will not be working directly above the relative's immediate superior or directly for the relative's immediate subordinate. The City of Lake Alfred employees cannot be transferred into such a reporting relationship.

If the relative relationship is established after employment, the individuals concerned will decide who is to be transferred. If that decision is not made within 30 calendar days, the City Manager will decide.

In other cases where a conflict or the potential for conflict arises, even if there is no supervisory relationship involved, the parties may be separated by reassignment or terminated from employment.

This section does not apply to persons serving in volunteer capacity who provide emergency medical or firefighting services. Such persons may, without losing volunteer status, receive reimbursements for the costs of training and incidental expenses in relation to their volunteer status.

3.07 Outside Employment

City employment will be considered to be PRIMARY employment and no employee may engage in outside employment which will interfere with the interest of the City service. An employee may hold a job with another organization as long as he or she satisfactorily performs his or her job responsibilities with The City of Lake Alfred. All employees will be judged by the same performance standards and will be subject to The City of Lake Alfred's scheduling demands, regardless of any existing outside work requirements. Prior to beginning any outside employment, employees will inform their Department Head of the name of the outside employer, the nature of the work and hours of work.

Any employee accepting outside employment under the terms of this rule will make arrangements with the outside employer to be available to respond immediately to any emergency call of duty whenever the Department Head or City Manager will determine that the employee's services are necessary.

If the City of Lake Alfred determines that an employee's outside work interferes with performance or the ability to meet the requirements of the City of Lake Alfred as they are modified from time to time, the employee may be asked to terminate the outside employment if he or she wishes to remain employed with the City of Lake Alfred.

Injuries sustained while engaged in outside employment are ineligible for benefits under the City's Worker's Compensation program. An Employee may utilize accrued vacation

and/or sick leave for an injury sustained while engaged in outside employment. Should an employee exhaust all of his or her accrued vacation and/or sick leave, the employee's Department Head may terminate the employee if, depending on the extent of the injury sustained while engaged in outside employment, he or she is unable to perform the essential requirements of the employee's position with the City.

City property will not be used for outside employment.

Outside employment will present a conflict of interest if it has an adverse impact on The City of Lake Alfred as determined by the City Manager. The City Manager will notify the employee in writing of his or her determination. Failure to comply with the requirements set therein within thirty (30) days of transmittal of the letter will be considered abandonment of their position and subject to discharge.

3.08 Release of Information

Information concerning subjects under discussion or consideration often change in content and meaning before becoming an accomplished fact. Release of such information before final decisions or disposition of the matter often causes misunderstanding and confusion.

It is the intent of the City to ensure that all information released is true and accurate. Unless release of information is a normal part of their duties employees will direct such inquiries to their Department Head or the City Manager.

3.09 Solicitation and Distribution

In an effort to assure a productive and harmonious work environment, persons not employed by the City may not solicit or distribute literature in the workplace at any time for any purpose without the express authorization by the City Manager.

The City recognizes that employees may have interest in events and organizations outside the workplace. However, employees may not solicit or distribute literature concerning these activities during working time unless expressly authorized by the City Manager. (Working time does not include lunch periods, work breaks, or any other periods during which employees are not on duty.)

In addition, the posting of written solicitations on company bulletin boards is prohibited. Bulletin boards are reserved for official organization communication on such items as: City Commission information, public hearing notices, employee announcements, internal memoranda, job openings, organization announcements, payday notice, Worker's Compensation insurance information, and State disability insurance/unemployment insurance information, etc.

3.10 Employee Debts

An employee's financial transactions are the employee's personal affair. The City will not act as a collection agency against an employee unless so ordered to carry out a garnishment by a court of competent jurisdiction or the United States Internal Revenue Service.

However, should complaints concerning an employee's failure to meet financial obligations result in interference with the City service, the employee concerned will be so informed and appropriate action taken by the Department Head or the City Manager.

3.11 Use of City Property

The City provides employees with necessary equipment, materials and vehicles to carry out their job assignments. When employees are assigned equipment, it becomes their responsibility to exercise reasonable care in its use and to preserve the life of the equipment while observing all safety precautions. Employees shall not make personal use of any City owned property and shall also seek so as not to give the appearance that such property is in the personal use of the employee. Violations of this policy may subject an employee to disciplinary action, up to and including termination.

Employees are responsible for all city-owned property, materials, or written information issued to them or in their possession or control. All City property shall be returned by employees on or before their last day of work. The City may withhold from the employee's check or final paycheck the cost of any items that are not returned when required. The City may also take all action deemed appropriate to recover or protect its property.

3.12 Dress and Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image that the City presents to citizens 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. All clothing issued constituting regulation uniform shall be worn on duty and there shall be no substitutions to the required uniform. No clothing issued by the City shall be utilized in any manner whatsoever while off duty.

Hair, nails, jewelry, clothing and similar appearance factors shall not be displayed in a manner which interferes with the employee's safety or productivity, or the safety and productivity of co-workers.

Consult your supervisor or department head if you have questions as to what constitutes appropriate attire and appearance.

3.13 Personal Business

Conducting personal business while on official duty should be kept to a minimum. If it is necessary for the employee to make telephone calls or meet with persons not employed by the City, the discussions should be held during breaks or meal period. Exceptions will be allowed only in cases of emergency.

3.14 Acceptance of Gifts

Employees shall not accept anything of value, including a gift, loan, reward, promise of future employment or services that would cause a reasonably prudent person to be influenced in the performance of official duties; or are based upon any understanding that the judgment of the employee in carrying out his/her employment responsibilities would be influenced thereby (Section 112.313, Florida Statutes, Section 2).

3.15 Internet Access

Computers, computer files, the E-mail system, and software furnished to employees are the property of the City of Lake Alfred and are intended for business use. Employees are prohibited from using another employee's password or login ID. Employees are prohibited from accessing files, or retrieving any stored information or communication, that are not within the scope of their normal job duties.

The City strives to maintain a workplace free of harassment and sensitive to the diversity of its employees. Therefore, the City prohibits the use of computers and the E-mail system in ways that are disruptive, offensive to others, or harmful to morale.

For example, the display or transmission of sexually explicit images, messages, and cartoons is not allowed. Other such misuse includes, but is not limited to, ethnic slurs, racial comments, off-color jokes, or anything that may be construed as harassment or showing disrespect to others.

E-mail may not be used to solicit others for commercial ventures, religious or political causes, outside organizations, or other non-business matters.

The city purchases and licenses the use of various computer software for business purposes and does not own the copyright to this software or its related documentation. Unless authorized by the software developer, the City does not have the right to reproduce such software for use on more than one computer.

Employees may only use software on local area networks or on multiple machines according to the software license agreement. The city prohibits the illegal duplication of software and its related documentation. Also, no software will be installed on city computers without prior authorization from the City Manager.

Employees should notify their immediate supervisor, the City Manager or any member of management upon learning of violations of this policy. Employees who violate this policy will be subject to disciplinary action, up to and including termination of employment.

3.16 Use of Phone and Mail Systems

Personal use of telephones for long-distance and toll calls is not permitted without approval of the Department Head. Employees should practice discretion in using city telephones or personal cell phones when making local personal calls and may be required to reimburse the city for any charges resulting from their personal use of the telephone. Employees using their personal cell phones should limit their use to breaks and/or their lunch time unless there is an emergency as authorized by the Department Head. Misuse of personal cell phones during the work day may result in disciplinary action to the employee.

The use of city-paid postage for personal correspondence is not permitted.

To ensure effective telephone communications, employees should always use the approved greeting and speak in a courteous and professional manner. Please confirm information received from the caller, and hang up only after the caller has done so.

The City of Lake Alfred provides e-mail accounts and internet access for City business. Inappropriate use or abuse of City e-mail accounts or internet will subject employees to disciplinary action, up to and including termination.

Employees are hereby notified that the City has the capability and reserves the right to monitor the use of such communication as needed. Monitoring may but is not limited to identifying and analyzing telephone numbers, time and length of incoming and outgoing phone calls; internet sites visited, and email messages sent and received. Please note that all email content is considered a public record and is subject to Florida's Public Records Laws (Chapter 119, Florida Statutes). Electronic communication concerning any official business may not be deleted or destroyed (i.e., erased from computer memory). All email transactions are archived and considered public record..

The City of Lake Alfred provides computers and software, computer files, and electronic mail services to employees. These systems are designed to facilitate the communication with employees and with the public when such communication is necessary. All electronic communication systems, all communications and stored information transmitted, received or contained in the City's Information Systems are the property of the City.

- A. Email is not a private communication. Employees are responsible and accountable for their actions and communications using the internet. Prohibited email content may be but is not limited to any materials which is unauthorized, offensive, political, slanderous, obscene, controversial, critical of any person or entity, or which contains vulgar language, references to sexual matters or is otherwise deemed inappropriate.
- B. All business information via internet email messages and other transmissions are to be professional, accurate, appropriate, ethical, and lawful.
- C. Any form of harassment via email, whether through language, frequency or size of messages is prohibited.
- D. Downloading of software is prohibited.
- E. Sending unsolicited email messages and advertising materials (SPAM) is prohibited.
- F. The City Manager will determine when this Section is being violated and if disciplinary action is warranted.

While electronic mail may require the use of a password for security, confidentiality cannot be guaranteed. Messages may be reviewed by someone other than the intended recipient.

No electronic mail may be sent which attempts to hide the identity of the sender, or represents the sender as someone else.

3.17 Smoking

In keeping with the City's intent to provide a safe and healthful work environment, and in compliance with the Florida Indoor Clean Air Act, smoking in the workplace, including e-cigarettes, is prohibited within any municipal building.

This policy applies equally to all employees, customers, and visitors.

3.18 Visitors in Workplace

To provide for the safety and security of employees and facilities, only authorized visitors are allowed in the workplace. Restricting unauthorized visitors helps maintain safety standards, protects against theft, ensures security of equipment, protects confidential information, safeguards employee welfare, and avoids potential distractions and disturbances.

All visitors should report to the Department office upon arrival. Authorized visitors will receive directions or be escorted to their destination. Employees are responsible for the conduct and safety of their visitors.

Department Heads, with approval from the City Manager, may designate areas restricted from visitation for reasons of workplace efficiency or for safety reasons. If an unauthorized individual is observed on the premises, whether in a restricted or

unrestricted area, employees should immediately notify their supervisor or, if necessary, direct the individual to the nearest city office.

SECTION 4
EMPLOYMENT POLICIES

4.01 Appointing Authority

The City Manager has the authority of appointment and removal of subordinate positions. Such authority may be delegated to a Department Head.

4.02 Position Control

All positions in the City are established and maintained through a personnel budget each fiscal year. The establishment of new or additional positions can be authorized by the City Manager subject to adequate justification on need and availability of funds.

4.03 Types of Appointments

It is the intent of the City of Lake Alfred to clarify the definitions of employment categories so that employees understand their employment status and benefit eligibility.

Each employee is designated as either NONEXEMPT or EXEMPT from federal and state wage and hour laws. NONEXEMPT employees are entitled to overtime pay under the specific provisions of federal and state laws. EXEMPT employees are excluded from specific provisions of federal and state wage and hour laws. An employee's EXEMPT or NONEXEMPT category may be changed only upon written notification by City of Lake Alfred management.

In addition to the above categories, each employee will belong to one of the following employment categories:

- A. Regular Full Time employees are those who are not in a temporary or probationary status and who are regularly scheduled to work ~~Lake Alfred's~~ full-time schedule. Generally, they are eligible for the City of Lake Alfred's benefit package, subject to the terms, conditions, and limitations of each benefit program.
- B. Regular Part-Time employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work 28 or fewer hours per week. Part-time firefighters, reserve police officers, and any other city employee(s) must work or be scheduled to work at least 1,250-hours per fiscal year to be classified as a regular part-time employee.
- C. Probationary employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the City of Lake Alfred is appropriate. The ~~initial~~ probationary period is for a period of one (1) year for all employees in positions that are eligible for regular appointment. Employees who satisfactorily complete the initial probationary period will be notified of their appointment to a regular employment classification. Regular Full time probationary employees will receive benefits the first day of the month following sixty (60) days of employment with the City, subject to the terms, conditions, and limitations of each benefit program as described in Section 14.04 herein. Probationary employees may be paid at a rate below regular full-time or regular part-time employees.
- D. Part-Time, Temporary, or Reserve (PTR) employees are those who are hired as interim replacements; to ~~temporarily~~ supplement or enhance the work force; to assist in the completion of a specific project; or to work in a reserve capacity on an as

needed or on-call basis. Employment assignments in this category may be for a limited duration.

Part-time firefighters, reserve police officers, and any other city employee that is not within a specified regular full-time or regular-part time position (or associated probationary period) fall into this employment category.

Employment beyond any initially stated period does not in any way imply a change in employment status. PTR employees retain that status until an approved change of status is documented in their personnel file. While PTR employees shall receive all legally mandated benefits (e.g. workers' compensation insurance and Social Security), they are ineligible for all of the City of Lake Alfred's other benefit programs. PTR employees are subject to dismissal without cause or the right of appeal. PTR employees may be paid at a different rate than regular or probationary employees.

- E. Volunteer or Community Service Workers are non-employees that assist the City in the provision of its services. Volunteer or Community Service Workers receive no pay for their service and generally are interested in either furthering the community goals of the City of Lake Alfred or in acquiring community service / internship credits for academic programs. All volunteers may be required to submit an application with background information and Department Heads must receive approval from the City Manager prior to commencing any service with the City of Lake Alfred.

4.04 Application Procedures

When departments submit requests for persons to fill vacancies, the requests shall include the title of the position and other pertinent information as may be needed to locate qualified applicants. Requests for personnel should be made reasonably far in advance of actual need when circumstances permit.

Upon being notified of a vacancy, the employee delegated this authority shall prepare a notice and advertisement, where appropriate, outlining the qualifications for the position as per the City's Equal Employment Opportunity Plan specifications.

The advertisement shall be posted on the City of Lake Alfred website, the City bulletin board, and published within a local newspaper. The position shall be open for applicants a period of ten business days.

The City Manager, in conjunction with the appropriate Department Head, will select the best qualified applicant.

When a vacancy has been filled, the remaining applications become inactive after six (6) months. Should a vacancy occur with the same position within the active period, the Department Head may fill the position using the active applications on file or a current PTR employee without advertising for the position.

Employment with the City shall be based on merit, which includes considerations of qualifications such as ability, skill, experience, training and other merit factors.

As part of the pre-employment procedure, references provided by applicants or reference sources will be checked.

4.05 Processing of Applications

The City will review and consider all applications for employment filed with the City. The City may have any individual application or applications reviewed by Department Heads

and subordinates as appropriate. The City may approve or disapprove applicants for employment taking into consideration the requirements of the position to be filled, the applicant's criminal history and their qualifications and the interests of the City. The City reserves the right to perform state and national background checks on all potential and current employees (Section 166.0442, Florida Statutes).

The City may reject an application which indicates that the applicant does not possess one or more of the requirements as specified in the announcement.

Applications may also be rejected for the following reasons:

- A. The applicant has been convicted of a felony or of a first degree misdemeanor, which directly relates to the position sought.
- B. The applicant has made false statements of any fact in the application.

NOTE: Whether or not an applicant will be rejected under items 1 and 2 above will depend on the specific facts, including the nature of the offense, relevance to employment, the passage of time since the incident occurred, evidence of rehabilitation or other mitigating factors.

Before final processing, all applicants must:

- ~~A.~~ Pass a drug screen performed and evaluated by the City's designated testing facility. This requirement only applies to employment positions that are in a special risk category or other mandatory testing classifications consistent with applicable laws. The list of positions that require drug testing shall be maintained by the Human Resources Designee.
- ~~B.~~ Pass a background check

~~B-C.~~ Present a valid Social Security card.

~~C-D.~~ Present proof of:

1. Education, if required by the position.
2. Date of birth.
3. Citizenship or resident alien status.
4. Separation from the Armed Forces (DD-214 Form).
5. Be subject to a background investigation, if required by the position.
6. Present a valid Florida Driver's License, where required by the position.
7. Complete the benefit enrollment process; sign a loyalty oath and complete an I-9 verifying eligibility to be employed in the United States.
- 6-8. Receive, acknowledge understanding of and agree to comply with City policies.

~~The applicant upon receiving the job offer must pass a physical exam or medical exam, based on requirements for the position which they are seeking, prior to reporting to work so as to evaluate the employee's physical ability to perform the duties required by the position.~~

All candidates offered City employment, including those being offered re-employment, shall undergo a physical examination and (for safety-sensitive and special-risk positions) a drug screen to determine if the candidate is physically able to perform the essential duties and responsibilities of the job without risking the safety and health of himself and others. The physical examination shall be performed and evaluated by the City's designated physician, under standards established by the City. In the event of a positive

drug test result, the candidate will not be employed and will not be reconsidered for employment with the City.

4.06 Employee Benefits

Eligible employees at The City of Lake Alfred are provided a wide range of benefits. A number of the programs (such as Social Security, workers' compensation, state disability, and unemployment insurance) cover all employees in the manner prescribed by law.

Benefits eligibility is dependent upon a variety of factors, including employee classification. Your supervisor can identify the programs for which you are eligible. Details of many of these programs can be found elsewhere in the employee handbook.

The following benefit programs are available to eligible employees:

Holidays (see Section 5)

Vacation (see Section 6)

Sick Leave (see Section 7)

Funeral, Court, Conference, Compensatory, Military, Civil Disorder or Natural Disaster, Examinations, Educational, Administration, Maternity, Voting, Family, Medical, Leave without Pay Leave (see Section 8)

Health Insurance (see Section 14.04)

Life Insurance (see Section 14.04)

Retirement Plan (see Section 14.02)

Employee Assistance Program (consult City Manager or Department Head)

Voluntary Deferred Compensation (consult City Manager or Department Head)

4.07 Transfers

The City of Lake Alfred provides employees an opportunity to indicate their interest in open positions and advance within the organization according to their skills and experience.

An employee may be transferred from a classification in one department to the same or equivalent classification in another department. Two (2) weeks' notice shall be given prior to the transfer, unless otherwise agreed upon by both Department Heads.

Notices of all regular, full-time, and part-time job openings are posted, although The City of Lake Alfred reserves its discretionary right to not post a particular opening. Job openings will be posted on the employee bulletin board and remain open for a minimum of three days.

Each job posting notice will include the dates of the posting period, job title, department, pay scale, job summary, essential duties, and qualifications (required skills and abilities).

To be eligible to apply for a posted job, employees must have performed competently for at least 180 calendar days (6 months) in their current position. Employees who have a written warning on file that had occurred less than 30 days prior, or are on probation or suspension are not eligible to apply for posted jobs. The City Manager may waive the requirements in certain cases at his/her discretion. Eligible employees can only apply for those posted jobs for which they possess the required skills, competencies, and qualifications.

4.08 Promotions

An employee is promoted when he/she is selected for a higher level position with the City. City employees shall receive preference when applying for vacant positions for which they are qualified.

4.09 Demotions

A demotion is the assignment of an employee from one class to another which has a lower maximum rate of pay. The City may demote an employee from one class to another which has a lower maximum rate of pay in the following instances:

- A. In lieu of lay-off when a position is to be abolished or an employee with prior rights returns to the position.
- B. In lieu of dismissal when an employee is not performing satisfactorily or when a health examination conducted by the City's physician discloses that the employee is not physically qualified to perform the duties of the position.
- C. When an employee fails to perform satisfactorily during the probationary period following promotion.

The City shall furnish the employee a written statement containing the reasons for the demotion.

4.10 Reinstatements

An employee who has resigned in good standing or whose position has been abolished may be rehired, if a vacancy exists, to the same or similar position by the same department from which the employee left.

An employee may be reinstated at the same pay rate as previously received or may revert to a lower rate within the pay range at the discretion of the City Manager.

Reinstated employees that have separated from the City's employment for less than three (3) months may resume the same seniority & pension (if applicable) benefits they enjoyed prior to termination except herein as otherwise specifically provided. Reinstated employees are subject to the provisions of the applicable pension and insurance programs that are in effect at the time of reinstatement.

Reinstated employees that have separated from the City's employment for more than three (3) months will be considered new employees for the purpose of all benefit calculations.

4.11 Initial Probationary Period

The initial probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether they are a good fit in the organization. The City of Lake Alfred uses this period to evaluate employee capabilities, work habits, and overall performance.

All new and rehired employees work on a probationary basis for one (1) year after their date of hire. During the initial probationary period, new employees are eligible for those benefits that are required by law (e.g. work comp, social security, etc.). The employee may also be eligible for other City of Lake Alfred-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for

each specific benefits program for the details on eligibility requirements. A probationary employee will receive credit for the probationary term for the purpose of accruing benefits when and if the employment status is converted to full time regular appointment. A new employee in their initial probationary period will be ineligible to receive accrued benefits should he/she become separated for any reason during the probationary period.

An initial probationary employee is subject to dismissal without cause or the right of appeal at any time during his/her initial probationary period.– The initial probationary period is completed when a written evaluation and recommendation for regular appointment is conducted by the appropriate Department Head in accordance with existing evaluation standards. Recommendations for completion of probationary period and regular appointment are subject to approval by the City Manager.

Any significant absence during the initial probationary period, as determined by the appropriate Department Head, will automatically extend a probationary period by the length of the absence.– If the City of Lake Alfred determines that the designated probationary period does not allow sufficient time to thoroughly evaluate the employee's performance, the probationary period may be extended for up to an additional six (6) months at the discretion of the ~~appropriate~~respective Department Head with such an extension being documented in the employee's personnel file.

4.12 (Secondary) Probationary Period

A secondary probationary period or probationary period is intended for all probationary periods related to transfers & promotions. A ~~secondary~~ probationary period is limited to a period of six (6) months. If during the six (6) month probationary period, the employee is found to be unqualified or not a good fit for the new position, the employee may return to their previous position, with the approval of the Department Head if a vacancy exists. If the former position is filled, every effort will be made to place the employee in a comparable position. If a vacancy or alternative position does not exist the employee shall be dismissed in good standing with the City (See section 16.08).

An employee within a secondary probationary period will continue to accrue and have use of all benefits consistent with their employment classification as a regular part time or regular full time employee.

4.13 Hours of Work

The normal work schedule is 40 hours per week, consisting of five (5) eight (8) hour shifts. Exceptions are Fire Fighters and Fire Department Shift Commanders who work an average fifty-three (53) hour work week, and the Police Department's work schedule which consists of eighty-six (86) hours over a normal pay period. Supervisors will advise employees of the times their schedules will normally begin and end. Staffing needs and operational demands may necessitate variations in starting and ending times, as well as variations in the total hours that may be scheduled each day and week.

4.14 Timekeeping

All nonexempt employees are required to keep a formal record of their time worked. Such records will be kept using a time card and/or mechanical device used to document time. Employees are required to punch in upon arrival to work, out and back in during meal periods, and punch out at the end of the workday. Certain Police and Fire personnel are exempt from this policy. The City will provide machines for this procedure. Any correction or additions to times cards must be initialed by the supervisor. All salaried employees (that are exempt from the Fair Labor Standards Act) are not required to use a time clock, however shall report days worked, or leave (vacation, sick, etc.) used.

4.15 Paydays

Paychecks are distributed on a bi-weekly (every two weeks) basis. Payday normally falls on Friday, and employees will be notified if payday is shifted due to Holidays, City closings or other circumstances.

4.16 Overtime

When operating requirements or other needs cannot be met during regular working hours, employees may be scheduled to work overtime hours. When possible, advance notification of these mandatory assignments will be provided. All overtime work must receive the supervisor's authorization. Overtime assignments will be distributed as equitably as practical to all employees qualified to perform the required work.

Overtime compensation is paid to all nonexempt employees in accordance with federal and state wage and hour restrictions. Overtime pay is based on actual hours worked. Time off on sick leave, vacation leave, or any leave of absence will not be considered hours worked for purposes of performing overtime calculations. Failure to work scheduled overtime or overtime worked without prior authorization from the supervisor may result in disciplinary action, up to and including possible termination of employment. Emergency situations will be dealt with on a case by case basis.

Kelly Day (Pertains to 24 hour shift fire department employees):

- A. Kelly Day Defined: Fire Department personnel working an average of 53 hours a week are credited with a Kelly Day in lieu of overtime. A Kelly Day is credited for every thirteen (13) shifts worked and may not be split or taken in less than twenty-four (24) hour increments. Shift personnel are paid for 106 hours bi-weekly and K-Day is given as compensation for any overtime worked over 212 hours during the 28 day period.

Only one (1) Kelly Day may be accrued at any given time and must be used before another can be accrued. A Kelly Day shall not be accrued within the 28 day cycle if time off (hours not worked) during that period equates to four (4 shifts).

- B. Kelly Day Use: Kelly Day must be used within the work cycle following the cycle the time was earned and cannot receive vacation pay and Kelly K-Day at same time. At the discretion of the Fire Chief a K-Day can be moved or exchanged if;

1. At the time of the move does not create overtime.
2. K-Day exchange occurs on the same shift and within the same 13-shift cycle.
3. Does not exceed the number of personnel allowed off per shift.
4. Does not cause a shortage of personnel on a shift.
5. Exchange is of mutual agreement by all parties.
6. Called back into work on a scheduled day off for K-Day.

Kelly Day and Holiday: K-Day will be treated like other scheduled time-off in regards to Holiday pay. Sick leave will be the only time-off that the person will forfeit their Holiday benefit. K-Day that consequently falls on a Holiday should be considered as the "luck-of-the-draw" and the eventually everyone would receive a portion of this good fortune.

4.17 Attendance

To maintain a safe and productive work environment, the City expects employees to be reliable and to be punctual in reporting for scheduled work. Absenteeism and tardiness place a burden on other employees in the City. In rare instances when employees cannot avoid being late to work or are unable to work as scheduled, they shall notify their supervisor as soon as possible in advance of the anticipated tardiness or absence.

Poor attendance and excessive tardiness are disruptive. Either may lead to disciplinary action, up to and including termination of employment. Three (3) consecutive absences without providing proper notification to the employee's immediate supervisor or Department Head will be considered an abandonment of their position and may result in discharge from employment with the City.

4.18 Performance Evaluations

Supervisors and employees are strongly encouraged to discuss job performance and goals on an informal, day-to-day basis. Formal performance evaluations are conducted at the end of an employee's probationary period in any new position. This period allows the supervisor and the employee to discuss the job responsibilities, standards, and performance requirements of the new position. Additional formal performance evaluations are conducted to provide both supervisors and employees the opportunity to discuss job tasks, identify and correct weaknesses, encourage and recognize strengths, and discuss positive, purposeful approaches for meeting goals.

The ratings will be made a part of the procedures affecting promotions, demotions, transfers, separations, permanent assignments, and other personnel status changes, which require such pertinent and job-related information to form the basis for objective personnel decisions. Additionally, the evaluation is intended to identify strengths and weaknesses; provide for counseling of the individual employee; reveal work performance requiring improvement; identify training needs; and disciplinary actions.

The employee will be included in the job performance evaluation process and will be advised as to the results in discussions with the rating supervisor.

All employees will be required to sign their respective evaluation forms, signifying that they have reviewed their rating. Such signature does not necessarily reflect agreement with the results of the evaluation. Employees shall have the opportunity to file a letter should they disagree with the rating received, which later will become part of the employee's personnel file.

4.19 Employee Training

The City may establish and develop educational, counseling and training programs for employees. The purpose of such programs is to increase operational efficiency, improve public/employee relations and to assist employees in preparing themselves for positions of increasing difficulty and responsibility.

The City Manager may send Employees, Volunteers or those performing work for the City to take/receive training, classes, or instruction at the City's cost (or reimburse for the same) if it is determined to be a benefit to the City to do so.

4.20 Physical Examination/Testing Procedures

To help ensure that employees are able to perform their duties safely, physical and/or medical examinations may be required. The City will fund the expense of the post offer

of employment physical examination and drug screen, if applicable, and any other assessments, i.e. polygraph, psychological examination, credit history report, fingerprint background check, and motor vehicle reports. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exams.

If a second test is required for any reason, the individual employee, at the discretion of the appropriate Department Head, will be held responsible for the cost of the exam.

~~After an offer has been made to an applicant entering a designated job category, a physical and/or medical examination will be performed at the City of Lake Alfred's expense by a health professional of the City of Lake Alfred's choice. The offer of employment and assignment to duties is contingent upon satisfactory completion of the exam.~~

If a newly hired employee fails to complete one year of service with the City, said new hire shall be required to refund the City this expense, the full value of which shall be deducted from the terminating employee's final check. Should the final check be insufficient to cover the refund due, the departing employee will be required to make other repayment arrangements. The City retains the right to waive the refund requirement, at its discretion, subject to the approval of the City Manager.

Information on an employee's medical condition or history will be maintained confidentially.

4.21 Drug Free Workplace Program

The City of Lake Alfred has adopted a Drug Free Workplace Program Policy, which shall be maintained and updated by the Human Resources Designee as a Departmental Policy under the direction of the City Manager.

4.22 Restricted Duty Assignment

Occasions will arise when an employee is temporarily unable to perform all of their job duties as a result of an injury, illness or other debilitating condition. In order to ensure consistency and fairness to all employees, it is necessary to establish guidelines for restricted duty assignments. Also, in order to ensure the continued service and adequate service delivery for the citizens of The City of Lake Alfred, it is necessary to place a limitation upon the duration of restricted duty assignments.

Employees whose physical abilities have been temporarily diminished as a result of an injury, illness or other debilitating condition (e.g., broken arm) may, at the discretion of the City Manager, be assigned to restricted duty.

A. Qualifications for Restricted Duty

1. In order to qualify for restricted duty, an employee must be certified by the City's Workers Compensation Medical Review Officer and/or a licensed physician to be temporarily unable to perform all of their job duties as a result of an injury, illness or other debilitating condition.
2. Employees certified for restricted duty must be capable of performing all of the tasks associated with an available, restricted duty assignment.

B. Application for Restricted Duty

1. Injuries on the Job - A qualified employee who has been injured on the job may request a restricted duty assignment following receipt of Return to Work (with

restrictions) authorization from the City's Worker's Compensation Medical Review Officer and, where necessary, the employee's personal attending physician.

- a. The Department Head shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive workdays.
 - b. If an employee's injury will require more than three (3) consecutive workdays of restricted duty, the employee shall submit a Request for Restricted Duty Assignment form to their Department Head requesting a restricted duty assignment. The form should include a brief description of the injury and the prognosis for recovery. A copy of the Return to Work authorization from the City's Worker's Compensation Medical Review Officer shall be attached. The Department Head shall submit the request along with a recommendation to the City Manager for consideration. The City Manager shall have the final authority in deciding whether to approve a request for extended, restricted duty. An employee may not return to duty until the request is approved by the City Manager.
2. Injuries/Illnesses / Conditions Arising Off the Job - A qualified employee who is suffering from an injury, illness or condition **not** arising in the line of duty may request a restricted duty assignment.
- a. The Department Head shall have the authority to temporarily assign an employee to restricted duty when the injury will require restricted duty for a period not to exceed three (3) consecutive workdays.
 - b. If an employee's injury will require more than three (3) consecutive workdays of restricted duty, the employee shall request in a written memorandum, a restricted duty assignment from their Department Head. The memorandum should include a brief description of the injury and the prognosis for recovery. A copy of the Return to Work authorization from the employee's attending physician shall be attached. The Department Head shall submit the request along with a recommendation to the City Manager for consideration. The City Manager shall have the final authority in deciding whether to approve a request for extended, restricted duty. An employee may not return to duty until the request is approved by the City Manager.

C. Administration

1. The City Manager shall consider recommendations from the Department Head regarding restricted duty assignments.
2. In some cases, employees may be allowed to continue in their primary assignment if the efficiency of the division/department will not be affected (Example: An employee normally assigned to administrative duties may be allowed to continue in that assignment after knee surgery).
3. Department Head will be responsible for monitoring employees from their department who are assigned to restricted duty.

D. Periodic Medical Evaluations

1. At least every thirty (30) days, or more often when necessary, the City's assigned Worker's Compensation Medical Review Officer shall evaluate employees who are on restricted duty as a result of an on-the-job injury.
2. At least every thirty (30) days, employees who are on restricted duty as a result of an injury, illness or condition **not** arising in the line of duty shall be evaluated by their private attending physician and shall submit a monthly update to their Department Head.

E. Duration of Restricted Duty Assignments

1. Restricted duty is only available on a temporary basis to eligible employees.
2. An employee's eligibility for restricted duty shall expire six (6) months after the date of initial injury or onset of the illness or condition.
3. An employee who is on restricted duty and unable to return to full and unrestricted duty after six (6) months from the date of initial injury or onset of the illness or condition must take an authorized leave of absence (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, volunteer sick leave program, leave without pay, Family and Medical Leave Act, etc.).
4. An employee who is disabled will be reasonably accommodated as required by the Americans with Disabilities Act.

Requirements to Remain in Authorized Leave Status

1. Employees are required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, volunteer sick leave program, leave without pay, Family and Medical Leave Act, etc.).
2. Employees whose eligibility for restricted duty has expired and who are still physically unable to perform their normal job duties shall be required to remain in an authorized leave status (e.g., worker's compensation leave, sick leave, vacation leave, compensatory time, volunteer sick leave program, leave without pay, Family and Medical Leave Act, etc.).
3. Failure to remain in authorized leave status for three (3) consecutive days will be considered an abandonment of the position and may result in discharge from employment with the City.

F. Restrictions while on Restricted Duty

1. Employees on restricted duty will follow the directives (i.e., work related restrictions) of the City's Worker's Compensation Medical Review Officer and/or their private attending physician during the entire period of restricted duty eligibility. Failure to follow medical restrictions may result in denial of restricted duty.
2. Employees on restricted duty shall be evaluated by the City's Worker's Compensation Medical Review Officer and/or their private attending physician and shall submit a fitness-for-duty certification before returning to full duty.

G. Management Discretion

1. Restricted duty assignments are provided under the sole discretion of the City Manager and are available on a temporary basis only and may be rescinded at any time.
2. Restricted duty assignments may include changes in work responsibilities, work hours, work location, work attire, etc.

4.23 Tuition Reimbursement Program

~~The City may establish and implement a Tuition Reimbursement Program by resolution.~~

The City may establish a tuition reimbursement and/or student loan repayment program. The program shall be based upon the funding appropriated by the City Commission to the "Tuition Reimbursement" line item within the City's Annual Budget for each fiscal year. The City Manager shall administer the program through Departmental Policies and make amendments as necessary to reflect the program's budgeted amount.

4.24 Commercial Driver's License (CDL) Assistance Program

~~The City may establish and implement a CDL Assistance Program by resolution. The City may establish a Commercial Driver's License Assistance program. The program shall be based upon the funding appropriated by the City Commission to the "CDL" line item within the City's Annual Budget for each fiscal year. The City Manager shall administer the program through Departmental Policies and make amendments as necessary to reflect the program's budgeted amount.~~

The funding for this program may be combined with the foregoing Tuition Reimbursement Program into a single line item "Tuition/CDL Assistance."

4.25 Education Incentive Pay

~~The City may establish and implement an Educational Incentive Pay Program by resolution. The City may establish an Educational Incentive Pay Program. The program shall be based upon the funding appropriated by the City Commission item within payroll section of the City's Annual Budget for each fiscal year. The City Manager shall administer the program through Departmental Policies and make amendments as necessary to reflect the program's budgeted amount.~~

SECTION 5
HOLIDAYS

5.01 Eligibility for Holiday Leave

All probationary or regular full-time employees will receive eight (8) hours off with pay for each of the holidays observed. All probationary or regular part-time employees will receive four (4) hours off with pay for each of the holidays earned.

An employee must be on "Active Pay Status" on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday leave.

5.02 Days Observed

The City of Lake Alfred will grant holiday leave to all eligible employees on the holidays listed below.

Eligible employee classification(s): Regular full-time employees, ~~and~~ regular part-time employees and probationary employees. Holiday pay will be calculated based on the employee's straight-time hourly pay rate (as of the date of the holiday) times eight hours for regular full-time employees and four hours for regular part-time employees.

New Year's Day (January 1)
Martin Luther King Jr. Day (third Monday in January)
Memorial Day (last Monday in May)
Independence Day (July 4)
Labor Day (first Monday in September)
Veterans' Day (November 11)
Thanksgiving (fourth Thursday in November)
Day after Thanksgiving
Christmas Eve (December 24)
Christmas (December 25)

If any holiday falls on a Saturday, it shall be observed on Friday; if it falls on a Sunday, it shall be observed on the Monday following the holiday.

One Floating Holiday (any regular work day-pre-approved by the Department Head to recognize personal or religious holidays, i.e.: birthday, Easter, Good Friday, Rosh, Hashanah, Yom Kippur, or other personal day)

The City of Lake Alfred will grant paid holiday time off to all eligible employees immediately upon assignment to an eligible employment classification. The Floating Holiday can only be taken after six (6) months of continuous employment and can be taken only once in a fiscal year prior to or on each September 30th. They cannot be accrued and are forfeited if not used.

5.03 Holiday on Work Day

Employees who are scheduled to work on the observed holiday will be paid holiday pay [eight (8) hours straight time for regular full-time and four (4) hours straight time for regular part-time] plus straight time for actual hours worked.

An employee who takes unauthorized leave on an observed holiday, the day before the holiday, or the day after the holiday that he/she is when scheduled to work will be charged

with sick/vacation leave and notwithstanding the other provisions within Section 5, shall not receive the benefit of the holiday.

5.04 Holiday on Leave Day

Holidays which occur during authorized vacation or sick leave shall be charged to holiday leave and not to vacation or sick leave.

When a holiday falls within a leave without pay absence period, the employee shall not be paid for the holiday.

SECTION 6
VACATION LEAVE

6.01 Eligibility and Rate of Earning

Vacation time off with pay is available to eligible employees to provide opportunities for rest, relaxation, and personal pursuits. Regular full-time, regular part-time and probationary employees are eligible for the vacation leave benefits described in this section.

The amount of paid vacation time employees receive each year increases with the length of their employment as shown in the following schedule.

YEARS OF ELIGIBLE SERVICE	VACATION LEAVE HOURS EARNED ANNUALLY		
	20-hour Permanent Part-Time	40-hour	53-hour Firefighters
Weekly Work Schedule: Less than 5 years	40 hours per year	80 hours per year	144 hours per year
5 years, but less than 10 years	60 hours per year	120 hours per year	216 hours per year
10 years, but less than 15 years	72 hours per year	144 hours per year	252 hours per year
15 years or more	80 hours per year	160 hours per year	288 hours per year

The length of eligible service is calculated on the basis of a "benefit year." This is the 12-month period that begins when the employee starts to earn vacation time. An employee's benefit year may be extended for any significant leave of absence except military leave of absence. Military leave has no effect on this calculation. (See individual leave of absence policies for more information.)

Eligible employees accrue vacation time according to the schedule. Employees in their initial probationary period may begin to use accrued vacation leave six (6) months after their date of hire unless otherwise authorized by the City Manager. Use of earned vacation time following the six month period is subject to approval by the Department Head.

~~For all regular full-time employees, permanent part-time employees, and full-time Firefighter employees, the~~ Employees may accrue a maximum number of vacation leave hours ~~balance is capped at equal to twice (x2) the their annual accrual of vacation leave hours (e.g. a regular full-time employee with less than 5 years of service would have a maximum vacation leave hour balance of 160 hours).~~ Any accrual of vacation leave hours that would exceed the maximum cap balance will be lost.

Accrual of vacation leave hours occurs biweekly with the regular processing of payroll.

6.02 Charging Leave

Paid vacation time can be used in minimum increments of one (1) hour. Vacation time off is paid at the employee's base pay rate at the time of vacation. It does not include overtime.

Holidays which occur during the period selected by the employee for vacation leave shall be charged against holiday leave and not to vacation leave.

Vacation leave will not be granted in advance of accrual. Vacation leave will not be considered as time worked for overtime computation.

6.03 Requests for Leave

To take vacation, employees shall request advance approval from their supervisors. Requests will be reviewed based on a number of factors, including department needs and staffing requirements.

Vacation leave may be taken only after approval by the Department Head. Any Department Head's request for vacation leave must be approved by the City Manager.

6.04 Use

Vacation leave may be granted for the following purposes:

- A. Vacation;
- B. Absences for transacting personal business which cannot be conducted during off-duty hours;
- C. Religious holidays other than those designated by the City as official holidays;
- D. For uncovered portions of absences due to medical reasons once sick leave has been exhausted;
- D. Any scheduled absence from work not covered by other types of leave provisions established by these policies;
- E. For the purposes of vacation, no employee will be allowed to use more than one hundred and sixty (160) hours of leave consecutively or be absent from work more than four (4) consecutive weeks, whichever is greater. The City Manager may waive this provision at his/her discretion.
- G. Bereavement of friend or relative

6.05 Unused Vacation Leave

When separation occurs, employees will be compensated for vacation leave accumulated through the last day of work, if they have successfully completed their initial probationary period with the City.

6.06 Sick & Vacation Leave Buyback Program

The City may establish a vacation and sick leave buyback program. The program shall be based upon the funding appropriated by the City Commission to the "Leave Buyback" line item within the City's Annual Budget for each fiscal year. The City Manager shall

administer the program through Departmental Policies and make amendments as necessary to reflect the program's budgeted amount. The leave buyback program shall not account for amounts paid to employees from separation of employment or other amounts not specifically tied to this program.

SECTION 7
SICK LEAVE

7.01 Eligibility and Rate of Earning

The City of Lake Alfred provides paid sick leave benefits to all **eligible** employees for periods of temporary absence due to illnesses or injuries.

Each probationary or regular full-time employee will earn sick leave at a rate of 8.0 hours per month. Probationary or regular part-time employees will earn sick leave at a rate of 4.0 hours per month:

Employees who are unable to report to work due to illness or injury should notify their direct supervisor before the scheduled start of their workday if possible. The direct supervisor must also be contacted on each additional day of absence.

Sick leave will not be granted in advance of accrual. Sick leave will not be considered as time worked for overtime computation. Use of accrued sick time is subject to approval of the appropriate Department Head.

As an additional condition of eligibility for sick leave benefits, an employee on an extended absence must apply for any other available compensation and benefits, such as workers' compensation. Sick leave benefits will be used to supplement any payments that an employee is eligible to receive from state disability insurance and workers' compensation. The combination of any such disability payments and sick leave benefits cannot exceed the employee's normal weekly earnings, with the exclusion of employee paid disability insurance or cancer insurance.

7.02 Charging Leave

Sick leave will be charged in one (1) hour minimum increments. Should a holiday occur during authorized sick leave, the holiday shall be charged to holiday leave.

7.03 Requests for Leave

To receive compensation while absent on medical leave, the employee shall notify his/her immediate supervisor or Department Head in accordance with department regulations. An employee in a unit operating on a twenty-four (24) hour basis must notify the department within a time limit established by the department. This provision may be waived by the Department Head if the employee submits evidence that it was impossible to give such notification.

If an employee is absent for three or more consecutive days due to illness or injury, a physician's statement is required verifying the disability and its beginning and expected ending dates. Such verification may be requested for other sick leave absences as well and may be required as a condition of receiving sick leave benefits.

An employee who has exhausted sick leave, must use vacation leave for the duration of the use or request Leave without Pay.

An employee, who has exhausted all leave benefits, must request Leave without Pay or the employee may be subject to termination.

Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid. If the employee has accrued sick leave and/or vacation leave, the employee must use

accrued sick leave and/or vacation leave first and then may take the remainder of the approved FMLA leave as unpaid.

7.04 Use

Sick leave may be granted for the following purposes:

- A. Personal injury, pregnancy or illness of the employee.
- B. Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment during off-duty hours.
- C. Exposure to contagious disease which would endanger others as determined by a physician.
- D. Illness of a parent, sibling, child, spouse, grandparent, or grandchild which requires the personal care and attention by the employee.
- E. Bereavement of relative

7.05 Accrued Leave

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. Sick leave benefits will continue to accumulate without limit.

7.06 Unused Sick Leave

Employees separating from employment that have satisfactorily completed their initial probationary period will be paid for fifty percent (50%) of the accrued sick leave at their regular hourly rate upon separation with the following maximums:

<u>Employment Category</u>	<u>Maximum Sick Leave Payment</u>
Regular Full-Time	520 Hours
Regular Part-Time	260 Hours

7.07 Volunteer Sick Leave Program

All probationary, full time, and regular part-time employees are eligible to be recipients of the volunteer sick leave program. Employees requesting donated sick time must have exhausted all leave accruals prior to eligibility.

- A. Maximum of 16 hours per employee, per fiscal year may be donated to other employees.
- B. Employees who choose to donate must maintain a minimum of 40 hours sick leave before they are permitted to donate to another employee.
- C. The Human Resource designee shall review requests for donations. The City Manager shall make the final decision to award donated sick leave to an employee.
- D. Sick Leave assistance will be paid at the recipient's regular rate of pay with proper documentation and following all HIPPA rules and regulations.

SECTION 8
MISCELLANEOUS LEAVES

8.01 Eligibility and Period of Leave

The City of Lake Alfred provides miscellaneous leave benefits to all **eligible** employees for periods of temporary absences.

8.01 Funeral Leave

Employees who take time off due to the death of a relative should notify their supervisor immediately.

Bereavement pay is calculated based on the base pay rate at the time of absence and will not include any special forms of compensation, such as incentives, commissions, bonuses, or shift differentials. All regular full-time employees will be eligible to receive leave time of up to twenty-four (24) hours per fiscal year following the death of a relative (or spouse's relative). Regular part-time employees will be eligible to receive up to twelve (12) hours per fiscal year for leave under this section.

Bereavement leave will normally be granted unless there are unusual business needs or staffing requirements. Employees may, with their supervisors' approval, use any available vacation or sick leave for additional time off as necessary.

8.02 Court Leave

A. Jury Duty: The City of Lake Alfred encourages employees to fulfill their civic responsibilities by serving jury duty when required. Employees in an eligible classification may receive up to one (1) month of paid jury duty leave over any one year period. Employee will be recompensed for any mandated jury duty above what the court pays up to 100% of base pay.

Jury duty pay will be calculated on the employee's base pay rate times the number of regular hours the employee would otherwise have worked on the day of absence, less payments received from the court. Employee classifications that qualify for paid jury duty leave are: Regular full-time employees

If employees are required to serve jury duty beyond the period of paid jury duty leave, they may use any available paid time off (for example, vacation benefits) or may request an unpaid jury duty leave of absence, at the discretion of the Department Head with approval from the City Manager.

Employees must show the jury duty summons to their supervisor as soon as possible so that the supervisor may make arrangements to accommodate their absence. Of course, employees are expected to report for work whenever the court schedule permits.

Either the City of Lake Alfred or the employee may request an excuse from jury duty if, in the City of Lake Alfred's judgment, the employee's absence would create serious operational difficulties.

The City of Lake Alfred will continue to provide health insurance benefits for the full term of the jury duty absence. Vacation, sick leave, and holiday benefits will continue to accrue during jury duty leave.

B. Witness Duty: The City of Lake Alfred encourages employees to appear in court for

witness duty when subpoenaed to do so. If employees have been subpoenaed or otherwise requested to testify as witnesses by the City of Lake Alfred, they will receive paid time for the entire period of witness duty.

Employees will be granted unpaid time off to appear in court as a witness when requested by a party other than the City of Lake Alfred. Employees are free to use any available vacation leave benefit to receive compensation for the period of this absence.

The subpoena should be shown to the employee's supervisor immediately after it is received so that operating requirements can be adjusted, where necessary, to accommodate the employee's absence. The employee is expected to report for work whenever the court schedule permits.

8.03 Conference Leave

An employee may be granted leave with pay to attend professional and technical institutes, conferences or other meetings, which contribute to the effectiveness of the employee's service. All such leave and travel expenses will be subject to the approval of the City Manager.

8.04 Compensatory Time

Exempt employees are not required to receive overtime compensation per FLSA guidelines. Exempt employees are considered "all the time, anytime" employees and shall work hours beyond the standard forty (40) hour work week as necessary to fulfill their job duties and responsibilities. In order to facilitate and to encourage exempt employees to complete required tasks without perceived penalty or hesitation and to account for variable workloads; the City of Lake Alfred has implemented the following compensatory time policy for exempt employees:

- A. Comp time shall be accrued in half-hour increments for time worked beyond the standard 8-hour work day and/or 40-hour work week. For the purposes of this section, time worked shall refer generally to fulfilling job duties and responsibilities as well as attending training or work related events.
- B. Remote travel and attending training, conferences, or similar functions outside of Polk County shall be limited to two (2) hours of comp time accrual per regular work-day. Weekend or holiday comp time accrual related to remote travel, training, and conferences shall be limited to eight (8) hours per day.
- C. Comp time shall be used in half-hour increments for absences during regular working hours. Use of this time is subject to approval by the appropriate Department Head.
- D. The City Manager or designee(s) shall establish departmental procedures that will properly maintain records of the accrual, use, and balance of comp time for exempt employees.
- E. Compensatory time balances shall not exceed eighty (80) hours. Any accrual beyond this amount shall not be recorded and will be lost.
- F. Upon separation of employment with the City, the employee shall be paid for up to forty (40) hours of accrued compensatory time at their regular hourly rate.

8.05 Military Leave

An employee who is a commissioned reserve officer or reserve enlisted person in a reserve component of the Armed Forces or the National Guard of the United States will be entitled to pay and benefits pursuant to applicable federal law and guidelines.

The number of hours of daily paid leave provided to each employee shall be based on the number of hours the employee was normally scheduled to work on each workday the employee is absent due to military training or active duty. Each daily scheduled shift of 12 hours and up to 24 hours considered as two days leave. In all cases, travel time to and from military training that occurs during the employees' normal shift will be considered paid leave time.

Routine weekend duty should be considered when scheduling applicable City employees.

Continuation of health insurance benefits is available as required by USERRA based on the length of the leave and subject to the terms, conditions and limitations of the applicable plans for which the employee is otherwise eligible.

Vacation benefits will continue to accrue during a military leave of absence.

Employees on military leave for up to 30 days are required to return to work for the first regularly scheduled shift after the end of service, allowing reasonable travel time. Employees on longer military leave must apply for reinstatement in accordance with USERRA and all applicable state laws.

Full-time regular Employees returning from military leave will be placed in the position they would have attained had they remained continuously employed or a comparable one depending on the length of military service in accordance with USERRA. They will be treated as though they were continuously employed for purposes of determining benefits based on length of service. Contact the City Clerk's Office for more information or questions about military leave.

8.06 Civil Disorder or Natural Disaster

Employees who are members of a volunteer fire department, police auxiliary or reserve, civil defense unit or other law enforcement-type organization may be granted leave with pay upon approval by the City Manager when called on to perform duties in times of civil disturbances, riots and natural disasters.

Normally the leave should not exceed two (2) days on any one occasion. The City will reimburse the employee for their difference between the Military pay and their regular City pay during the approved period of service.

8.07 Examinations

An employee may be granted leave with pay for the purpose of taking examinations that will upgrade their qualifications. The examination should be related to the employee's present job and approval must be received from the City Manager.

8.08 Educational Leave

Leave with pay may be granted to an employee to attend a college, university or training academy to receive training that is of clearly foreseeable benefit to the position and/or to the City.

Enrollment in short courses, seminars, conferences or less than full-time at a college, university or training academy, which is required as part of an employee's job, shall not be considered educational leave, but shall be considered a part of the employee's work assignment.

8.09 Administrative Leave

Administrative leave may be granted by the City Manager on a case-by-case basis, if disciplinary proceedings or unusual circumstances are determined to be warranted.

This leave may be paid or unpaid determined at the discretion of the City Manager.

8.10 Maternity Leave

Federal guidelines on gender discrimination provide that maternity related absences may be considered and treated as a temporary disability. Disability caused or contributed to by pregnancy, miscarriage, abortion, childbirth and recovery there for is, for all job-related purposes, temporary disability. The sick leave plan shall be applied to disability due to pregnancy or childbirth on the same terms and conditions as it is applied to other temporary disabilities.

Maternity leave is a period of approved absence for incapacitation related to pregnancy and confinement. Maternity leave may be charged to sick leave or to any combination of sick leave, vacation leave, and leave without pay.

The time when a pregnant woman should return to work will be determined on an individual basis and will generally depend on the physical nature of the work, the needs of the City, and the results of professional medical guidance. For a normal pregnancy, leave may be approved up to a six (6) week period, based on the medical release from the employee's doctor.

An employee will be allowed to continue working as long as the conditions of the pregnancy do not adversely impair her work performance or health as determined by the City, with physician, and employee input, based on the needs of the City.

The date on which the employee shall return to work following maternity leave shall be based on a medical statement from a certified physician stating that she is physically and mentally able to perform normal duties of her position with full efficiency.

8.11 Voting Leave

The City of Lake Alfred encourages employees to fulfill their civic responsibilities by participating in elections. Generally, employees are able to find time to vote either before or after their regular work schedule. If employees are unable to vote in an election due to their scheduled work hours, the City of Lake Alfred will grant up to two hours of unpaid time off to vote.

Employees should request time off to vote from their supervisor at least two working days prior to the Election Day. Advance notice is required so that the necessary time off can be scheduled at the beginning or end of the work shift, whichever provides the least disruption to the normal work schedule.

Employees are encouraged to use an absentee ballot if unable to go to the polls on Election Day.

8.12 Family and Medical Leave

- A. The City of Lake Alfred may grant up to twelve (12) weeks of Family and Medical Leave during each “rolling” twelve month period (measured backwards) to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). To be eligible, the employee must have worked for the City of Lake Alfred for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. The employee is entitled to FMLA for one of the following reasons:
1. The birth and care of a child [leave completed within one (1) year of birth].
 2. The placement of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 3. The care of a spouse (legally married), child, or parent with a serious health condition.
 4. The serious health condition of the employee. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, a residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient care is required.
- B. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.
- C. An employee requesting leave under this policy must submit the request in writing to his or her immediate supervisor with a copy to the Department Head except where leave is not foreseeable. The employee must give the City thirty (30) day notice of the requested leave. If it is not possible to give a thirty (30) day notice, the employee must give as much notice as is practical.
- The City may also designate any qualifying leave of three consecutive working days or more as FMLA leave.
- D. An employee requesting leave for the care of his or her spouse, child or parent with a serious health condition or for the employee's serious health condition, are required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.
- E. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Head and City Manager for consideration of approval.
- F. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or vacation leave the employee must use accrued sick leave and/or vacation leave first and then may take the remainder of the approved FMLA leave as unpaid. FMLA leave shall run concurrently with all other forms of eligible leave (e.g. sick or vacation leave). Regular Full Time Employees

shall be provided up to one (1) week of paid FMLA leave within an annual benefit period after accrued sick leave and/or vacation leave has been used.

- G. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.
- H. Military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to provide care for the service member.
A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness. A serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

The single 12-month period for military caregiver leave begins on the first day the employee takes leave for this reason and ends 12 months later, regardless of the 12-month period established by the employer for other FMLA leave reasons.

- I. The intent of this section is to comply with the provisions of the Family Medical Leave Act and to provide reference information related to its primary provisions. Nothing stated within this section shall be construed as to conflict with or to represent all applicable FMLA standards. Substantive information, specific questions, and up to date standards should be referred directly to the Department of Labor or through the City's Human Resources designee for verification.

J. When an employee is ready to return to work from FMLA their return should be coordinated with Human Resources and the employee must provide the medical certification for return to work **prior** to their return.

8.13 Leave without Pay

The decision to grant leave without pay must be authorized by the City Manager:

The following provisions apply to leave without pay:

- A. An employee granted leave without pay must keep the Department Head informed of his/her current activity and current address.
- B. An employee who obtains either part-time or full-time employment elsewhere while on authorized leave without pay is required to notify the Department Head in writing within three (3) days of accepting such employment.
- C. Failure to comply with all of the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or resign.

- D. Any employee granted leave without pay shall contact the Department Head at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
- E. Failure to return to work at the expiration of the leave shall be considered as a resignation.
- F. Sick leave, vacation leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay unless on unpaid medical leave in accordance with the Family Medical Leave Act (FMLA).
- G. An authorized leave without pay shall not constitute a break in service, but the time will not be credited toward retirement.
- H. Employees wishing to continue their insurance coverage must pay all premiums while on leave without pay.

SECTION 9
EMPLOYEE RECOGNITION PROGRAM

9.01 Employee of the Quarter

The City Manager and Department Heads shall select an exemplary employee to be recognized as Employee of the Quarter. The following schedule will be followed for quarterly selection:

	Recognition at Commission Meeting
1 st Quarter	1 st Monday of April
2 nd Quarter	1 st Monday of July
3 rd Quarter	1 st Monday of October
4 th Quarter	1 st Monday of December

Nominations for Employee of the Quarter shall be submitted to the City Manager from each Department Head.- Recipients for the award shall be selected based on outstanding job performance, dependability and cooperative efforts with Departments and general public, and ability to go above and beyond the call of duty.- Eligible classifications include regular full-time and regular part-time employees, who have completed their probationary period.- The recipient shall be recognized at a regular Employee Quarterly Meeting and City Commission Meeting in addition to receiving a plaque, Quarterly pin, and one (1) full day off with pay and may receive additional compensation as determined by the City Manager in accordance with the annual budget.

9.02 Employee of the Year

Employee of the Year is selected from the four (4) recipients of the Employee of the Quarter.- The City Manager and Department Heads shall select the recipient and they shall be recognized at the final quarterly meeting in December.- The Employee of the Year receives a plaque and two (2) full days off with pay and may receive additional compensation as determined by the City Manager in accordance with the annual budget.

9.03 Longevity Recognition

Employees will be recognized for their service at the City in 5-year increments. Recipients will receive a certificate and pin for their recognition and acknowledgement at regularly scheduled City Commission Meetings. Employees may also receive additional compensation in an amount determined by the annual budget.

SECTION 10 **SEPARATIONS**

10.01 Types of Separations

Separations and/or terminations from positions in the City are designated as one of the following types: Resignation, Retirement, Health, Disability, Death, Reduction in Force (Lay-Off), Dismissal or Discharge, and end of temporary assignment.

10.02 Resignation

Resignation is a voluntary act initiated by the employee to terminate employment with the City of Lake Alfred. Every employee planning to leave the City of Lake Alfred's service shall notify in writing his or her Department Head or Supervisor at least two (2) weeks prior to the intended date of resignation, which statement shall include the date the employee intends to leave service with the City of Lake Alfred. The effective date of separation from the City of Lake Alfred's service shall be at the close of business on the last day the employee reports for duty, which will be determined at the discretion of the Department Head and indicated in the employee's personnel file. Under no circumstances shall vacation leave be considered a part of the two (2) week notice resignation period. Absent extenuating circumstances as determined by the City Manager, if an employee does not provide the required advance notice of resignation, the employee shall be considered ineligible for rehire.

10.03 Retirement

A procedure whereby an employee is separated from the City; and is consistent with the provisions of the retirement plan in effect.

10.04 Health

When an applicant is appointed to a position before the final report of a health examination is received, and the final report shows that the employee is not physically qualified to perform the duties of the position despite reasonable accommodations not creating an undue hardship on the City, the applicant will be separated.

The City may request that an employee be examined by the City's designated physician. If disability of any kind is discovered which impairs the effectiveness of an employee in performing the work or makes continuance on the job a danger to the employee or others, the following action shall be taken:

- A. If the disability is correctable, the employee will be allowed a specific time to take steps to have the disability corrected, at the expense of the employee. If the employee fails to take steps to have the disability corrected within the specified time, the employee shall be subject to dismissal.
- B. If, in the opinion of the examining physician, the disability cannot be corrected, the City Manager will attempt to place the employee in another position in which he/she can perform satisfactorily. If that step cannot be accomplished successfully, the employee shall be separated either through retirement or dismissal.

10.05 Death

For record keeping purposes, separation shall be effective as of the date of death. All compensation and benefits due to the employee as of the effective date of separation shall be paid to the beneficiary, surviving spouse, or the estate of the employee, as determined by law.

10.06 Reduction in Force (Lay-off)

When it becomes necessary to reduce the number of employees because of lack of funds, shortage of work, the abolition of a position or other causes which do not reflect discredit on the service of the employees, employees shall be laid off on the basis of the following factors, each weighed equally:

- A. Length of service in the class.
- B. Length of service with the City.
- C. Performance evaluation for the past three (3) years or for the entire period of service where the length of service with the City is less than three (3) years.

No regular employee shall be laid-off while another person in the affected class is employed on a provisional, part time, temporary or seasonal basis.

Employees will be given a thirty (30) day Notice of Layoff, unless layoff is due to an unforeseeable situation, then a seven (7) day minimum Notice of Layoff will be given.

Recall will be offered to laid-off employees provided they are physically and otherwise qualified to perform the duties of the job.

The City Manager shall give the employee to be laid-off written notice of the action before the effective date of the lay-off.

When a Department Head believes that an employee is essential to the efficient operations of the department due to special skills or abilities and wishes to retain this individual, the Department Head must submit a written request to the City Manager. The decision of the City Manager regarding retention or lay-off is final.

Notwithstanding any other provision to the contrary, a laid-off employee shall be paid out for all accrued vacation, sick leave, and compensatory time without reduction.

10.07 Dismissal / Discharge

A discharge or dismissal is the involuntary separation of an employee from the City of Lake Alfred. Employees discharged for disciplinary reasons will not be eligible for rehire and shall lose all seniority and reinstatement privileges.

Notwithstanding the previous, an Employee discharged for disciplinary reasons may be rehired if the City Manager determines in his or her sole discretion that extenuating circumstances are present during or following the discharge of the Employee that would allow for rehire. To be valid, said determination must be provided for in writing and included in the Employee's personnel file.

Charges which form the basis for a dismissal of an employee shall be specific and shall be documented, including dates and places of incidents, and shall include documentation of progressive discipline (if any) as specified within the disciplinary action section of this handbook.

The procedure for dismissal shall be as follows:

- A. PTR employees or employees in their initial probationary period following original appointment are subject to dismissal without cause or the right to appeal. Therefore, a finding by the City Manager that a dismissal is for the good of the City shall be final.
- B. Regular Full-Time or Regular Part-Time employees who are to be dismissed with cause shall be notified in writing of the specific causes for dismissal prior to dismissal. Such notice will include the employee's rights of appeal.

The City Manager or designee may suspend an employee for disciplinary reasons or pending court proceedings concerning actions that may result in dismissal.

- A. An employee may be suspended with or without pay for acts involving unsatisfactory performance or conduct prejudicial to the public interest.
- B. An employee may be indefinitely suspended with or without pay if he or she has been arrested for a felony or formally charged by the State Attorney's Office with a felony or for a misdemeanor involving misconduct in a job-related skill/function area, substance abuse, driving while under the influence or use of illegal drugs. The suspension shall be terminated by either restoration to the City of Lake Alfred or by dismissal after the decision of the court. If the employee is restored to employment, full pay for the entire period of suspension will be paid and eligibility for accrual of leave credits shall not have been interrupted by the suspension.
- C. The employee shall receive written notice, stating the nature and reason for the action, the duration and rights of appeal.

10.08 Exit Interview

It is the desire of the City to determine why employees leave employment. An exit interview program may be established and administered to determine the causes of and possible solutions for turnover within the work force. Employees may request an exit interview with the Human Resources office within two (2) weeks of leaving employment.

SECTION 11
SAFETY

11.01 Accident Prevention

Department Heads, supervisors and employees should recognize their responsibility for a successful safety program and will participate in the development, implementation and improvement of this program. Supervisors must have a continuing concern with all possible safety and operational procedures. Inadequate safety training, improper equipment handling, and neglect can increase costs, cause accidents and reduce productivity.

11.02 Accident Reporting

Employees will be advised by their supervisor of their responsibility to immediately report all injuries that occur on the job to their supervisor. Delay in reporting an injury can cause complication of the injury and delayed recovery.

Accident reports must be submitted by the injured employee's supervisor within twenty-four (24) hours of the accident or the report of the injury. If the accident occurs over a holiday or weekend, the accident report should then be submitted within twenty-four (24) hours from the time the work period starts after the weekend or holiday. This applies to industrial accidents and first aid injuries, as well as to injuries resulting from vehicular accidents involving City vehicles. A vehicular accident report will be submitted. If an employee is injured, an injury report will also be required.

In the case of vehicular accidents, the appropriate law enforcement agency shall be notified immediately.

All employees who cause an accident or are affected by an accident must submit for drug screening and/or physical examination at the City's designated testing facility.

11.03 Worker's Compensation

Payment of Worker's Compensation to employees who are disabled because of an injury arising out of and in the course of performing their duties will be governed by the Florida State Worker's Compensation Law and City procedures.

11.04 Security Inspections

The City of Lake Alfred wishes to maintain a work environment that is free of firearms, explosives, or other improper material or illegal substances. To this end, the City of Lake Alfred prohibits the possession, transfer, sale or use of such materials on its property or premises, unless necessary to perform the employee's job duties. The City of Lake Alfred requires the cooperation of all employees in administering this policy.

Desks, lockers, city-owned vehicles, machinery and equipment, and other storage devices may be provided for the convenience of employees but remains the sole property of the City of Lake Alfred. Accordingly, the aforesaid, as well as any articles found within them, can be inspected by a Department Head, Supervisor, or the City Manager at any time, either with or without prior notice.

SECTION 12
DISCIPLINARY ACTION

12.01 Intent

It is the intent of the City that effective supervision and employee relations will avoid most matters which necessitate disciplinary action. Each instance differs in many respects from other situations and the City retains the right to treat each occurrence on an individual basis, without creating a precedent for other cases, which may arise in the future. The City Manager retains the right to suspend or rescind any disciplinary action.

The guidelines set forth in Section 12 are not to be construed as limitations upon the retained rights of the City. The policies provide recommended penalties and procedures to apply for specific offenses. This means that a more severe or less severe penalty may be issued than that which appears in the guidelines, if it is justified.

Disciplinary action is intended to correct improper conduct or deficiencies, not to punish an offending employee. Disciplinary action shall, therefore, only be severe enough to constitute an attempt to bring about correction. Discharge shall be resorted to only when other efforts to bring about correction have failed or when the severity of the offense warrants such measures.

Depending upon the circumstances, acceptable disciplinary actions may include:

- A. Written Warning/Counseling
- B. Written Reprimand
- C. Suspension
- D. Demotion
- E. Discharge

In all cases, the Department Head shall notify the employee of the action taken and a copy of such notice will be reviewed & initialed by the employee and then will be included in the employee's personnel file.

In addition to the general types of offenses listed below, infractions of departmental rules and regulations will subject the employee to disciplinary action. Unless otherwise specifically documented by the supervisor initiating the disciplinary action, each disciplinary action will be "active" for a period of (1) year but in no case shall exceed a period of five (5) years or less than a period of six (6) months. Active disciplinary action may be utilized to establish progression in disciplinary action (2nd, 3rd offense, etc.) for future, related or unrelated disciplinary problems or infractions. Further disciplinary action, whether related or unrelated, shall extend the duration of any currently active disciplinary action(s) through the duration of the subsequent action.

12.02 Types of Offenses

GROUP 1 OFFENSES

Occurrence	Disciplinary Action
1 st Offense	Written Warning
2 nd Offense	Written Reprimand and/or Suspension
3 rd Offense	Up to termination

Group 1 Offenses may include the following circumstances:

1. Operating, using, possessing City tools, equipment or machines which the employee has not been assigned or performing other than assigned work.
2. Quitting work, wasting time, loitering or leaving assigned work area during working hours without permission.
3. Demonstrating productivity or work quality that does not meet required standards of performance.
4. Failure to demonstrate or to maintain the correct work behavior or courtesy as it relates to co-workers, supervisors, or the public. Depending on severity, may constitute a Group 2 or Group 3 offense.
5. Taking more than specified time for meals or break period.
6. Disregarding job duties by loafing or neglecting work assignments or responsibilities during working hours.
7. Improper use of City property, equipment, vehicles, or internet access. Depending upon circumstances and/or severity, may constitute a Group 2 or Group 3 offense.
8. Violation of a safety rule or safety practice.
9. Reporting to work or working while unfit for duty, either medically, mentally or physically.
10. Distributing written or printed material of any description on City premises unless authorized.
11. Unauthorized soliciting of funds or distribution of literature on City property.
12. Failing to report an accident or personal injury in which the employee was involved while on the job.
13. Receiving or making an excessive amount of personal phone calls, texting, etc. while on working time.
14. Failing to report to work on time.
15. Habitually reporting late to work. Habitually reporting late to work is considered occurring three (3) times within a sixty (60) day period.
16. Chronic absenteeism. Chronic is considered three (3) occurrences within a sixty (60) day period.
17. Various other actions not specified above but similar in nature and degree of severity.

GROUP 2 OFFENSES

Occurrence	Disciplinary Action
1 st Offense	Written Reprimand and/or Suspension
2 nd Offense	Up to termination

Group 2 Offenses may include the following circumstances:

1. Multiple Group I Offenses.
2. Threatening, intimidating, coercing or interfering with fellow employees or supervisors at any time, including using abusive or vulgar language.
3. Failing to work overtime, special hours, or shifts after being scheduled according to overtime and standby duty policies.
4. Leaving assigned post at the end of a scheduled shift without being relieved by supervisor or relieving employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
5. Engaging in gambling, lottery or any other game of chance at City work stations at any time.
6. Making or publishing false, vicious or malicious statements concerning any employee, supervisor the City or its operations.
7. Being absent, leaving work, or taking unpaid leave (See 8.13) without permission.
8. Knowingly creating or contributing to unsafe and unsanitary conditions.
9. Any conduct which adversely affects the safety of the public or City personnel.
10. Causing accidental or preventable damage to City or Private Property including but not limited to; vehicles, equipment, tools, or personal possessions.
11. Inappropriate use of City vehicles.
12. Use of City property or time for the personal financial gain of an employee.
13. Provoking or instigating a fight or fighting on City property on company time.
14. Violating personnel policies.
15. Violating department policies or standards.
16. Refusal to give testimony in City lawsuits or investigations.
17. Showing discourtesy to persons whom the employee comes in contact with while in the performance of duties
18. Various other actions not specified above but similar in nature and degree of severity.

GROUP 3 OFFENSES

Occurrence 1 st Offense	Disciplinary Action Up to termination
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Group 3 Offenses may include the following circumstances:

1. Multiple Group I or Group II Offenses.
2. Insubordination by refusing to perform work assigned or to comply with written or verbal instructions from a supervisor.
3. Deliberately misusing, destroying or damaging any City or Private Property including but not limited to; vehicles, equipment, tools, or personal possessions.
4. Receiving gifts or monetary compensation from any person in the course of City business when such gift is used as a bribe or for coercion.
5. Knowingly punching the timecard of another employee, having one's own timecard punched by another employee.
6. Falsification, alteration, or destruction of City records including employment applications, accident records, work records, purchase orders, or time sheets. .
7. Violating the confidentiality of employee information, business information, financial information and other confidential information relating to City business as exempted in Florida Statutes Chapter 119.
8. Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or worker's compensation.
9. Making false claims or misrepresentations in an attempt to obtain unearned compensation such as regular pay, overtime pay, stand by or call out pay, comp time, sick leave, Workers' Compensation or unemployment.
10. Loss of necessary job-related prerequisites or abilities to perform the work, except as restricted by State and/or Federal law (e.g. Family Medical Leave Act, Americans with Disabilities, etc.).
11. Any criminal violation of Florida Statute 790 regarding weapons and firearms during on-duty hours.
12. Theft or removal of any City property.
13. Being absent from duty for a period of three (3) consecutive working days without proper authorization. Fire personnel working on a fifty-six (56) hour basis and have two (2) unauthorized absences from their scheduled shifts.
14. Failing to return from an authorized leave of absence.
15. Being found guilty, or pleading guilty or nolo contendere (even where adjudication is being withheld) to a felony, misdemeanor or misdemeanor involving moral turpitude. (A crime of moral turpitude includes a criminal conviction or plea of nolo contendere where the criminal act or conduct is contrary to justice, honesty, modesty, community mortality, or good morals, generally. This includes, but is not limited to, any crime the commission of which reflects adversely on a person's reputation, integrity or reliability

to which otherwise brings, tends to bring or may reasonably expect to bring, discredit or disrepute upon that person or that person's employer.) 15. Incompetence of inefficiency in the performance of assigned duties.

16. Using alcohol, synthetic drugs, and/or controlled substances or being under the influence of same on the City's premises and/or on working time also including possession or sale of same substances or any other violation of the City's Drug Free Workplace Policy.
17. Failure to provide written notification to the City Manager or appropriate Department Head that the employee has been arrested or that charges have been filed against the employee by any prosecuting agency within seventy-two (72) hours of any arrest or charges being filed.
18. Violation of Personnel Policies that establish, up to discharge or termination, within their respective (sub) sections.
19. Directly or indirectly participating in meter tampering, water or energy diversion, or other theft of City services either on the job or off duty.
20. Using or attempting to use political influence or bribery to secure an advantage of any manner.
21. Manager or supervisor instructing an employee to perform an illegal or unethical act.
22. Failure to obtain or maintain certification or licenses, within specified time frame outlined in job descriptions.
23. Failure to meet established standards of work, morality or ethics to the extent that the employee is unsuitable for employment with the City in the position in which the employee serves.
24. Various other actions not specified above but similar in nature and degree of severity.

12.03 Written Warning/ Counseling

Whenever employee performance, attitude, work habits or personal conduct at any time falls below a desirable level, supervisors shall inform employees promptly and specifically of such lapses and give counsel and assistance. A written warning must be documented as to the date and time of the warning and what instructions were given to the employee for improvement.

Documentation under this subsection may be maintained within department records separate from the employee's personnel file. Continued or other disciplinary action resulting in a reprimand, suspension, or discharge may utilize records under this section as supporting documentation and be included in the employee's personnel file as a result. Documentation under this section will be maintained in department records while the disciplinary action is "active" and may be discarded afterwards at the discretion of the City Manager or appropriate Department Head.

12.04 Written Reprimand

A written reprimand generally follows a written warning. A written reprimand will be sent to the employee and a copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand.

12.05 Suspension

A suspended employee shall be notified by their supervisor at the time of suspension in addition to the specific reason for the action, the expected corrective action and his/her rights of appeal. Such notification shall be in writing, dated and hand-delivered to the employee or delivered by certified mail to the employee or the employee's last known address. A copy of the suspension shall be forwarded to the employee's personnel file.

12.06 Appeals

The City Manager shall hear appeals in cases involving disciplinary actions of regular employees who have satisfactorily completed their initial probationary period.

The appeal shall be made within ten (10) working days after delivery or mailing to the employee of the written notice, by filing a written request for a hearing with the City Manager.

The City Manager shall set a time and a place for the hearing to be held at the earliest possible date. The City Manager shall notify the employee of the time and place scheduled for the hearing. Hearings before the City Manager shall be conducted informally in accordance with procedures established by the City Manager and shall not be bound by formal rules of evidence. The decision of the City Manager shall be final.

12.07 Dismissal

Employees dismissed for cause will receive notification in accordance with the procedures in these Personnel Policies. Documentation under this section shall be maintained within the employee's personnel file.

SECTION 13
EMPLOYEE GRIEVANCE PROCEDURE

13.01 Purpose

This grievance procedure is established to provide full opportunity to Regular Full-Time employees, and to bring to the attention of management complaints; grievances or situations that the employee feels need either adjustment or information. The City of Lake Alfred is committed to providing the best possible working conditions for its employees. Part of this commitment is encouraging an open and frank atmosphere in which any problem, complaint, suggestion, or question receives a timely response from the City's supervisors and/or City Manager.

The City of Lake Alfred strives to ensure fair and honest treatment of all employees. Department Heads, Supervisors, and employees are expected to treat each other with mutual respect. Employees are encouraged to offer positive and constructive criticism.

13.02 Definition of a Grievance

A grievance is a complaint, view or opinion pertaining to employment conditions, relationships between employees and supervisors or relationships with or among other employees. Disciplinary actions, dismissals, demotions, suspensions, reduction in pay, position classifications and allocations shall not be subject to review as grievances.

Regular full-time and regular part-time employees are eligible to file grievances under this procedure.

13.03 Procedure

If a situation occurs when employees believe that a condition of employment or a decision affecting employment is unjust or inequitable, the employee is encouraged to make use of the following steps. The employee may discontinue the procedure at any step.

- A. Employee presents problem orally to his or her Supervisor or Department Head within three (3) calendar days, after the incident occurs. If the Supervisor is unavailable or the employee believes that it would be inappropriate to contact that person, the employee may present the problem to the Department Head, the City Manager or any other member of management.
- B. The Supervisor responds to the problem during discussion or within three (3) calendar days, after consulting with appropriate management when necessary. The Department Head and/or Supervisor shall document discussion in writing.
- C. Employee presents problem in writing to the Department Head or City Manager within three (3) calendar days, if the problem is unresolved by the immediate supervisor to the employee's satisfaction, the employee may submit a written grievance statement.
- D. If the complaint is not resolved within three (3) working days, the aggrieved employee may choose to submit his or her grievance in writing to the employee's Department Head (or City Manager if the Department Head is part of the aggrieved employee's complaint). The grievance shall be in writing and contain the following:
 1. The date and place at which the grievance took place, if applicable;
 2. A statement of the grievance and the facts upon which it is based;

3. The remedy, adjustment, or information the aggrieved employee is requesting;
 4. The signature of the aggrieved employee shall be required on the report.
- E. The immediate Supervisor or Department Head can counsel and advise an employee, assist in putting the problem in writing, visit with the employee's managers if applicable.
- F. If the problem is not resolved within (5) five working days by the Department Head, the aggrieved person may choose to submit his or her grievance in writing to the City Manager within (3) three working days. The City Manager, in conjunction with all City Department Heads, shall convene as the Grievance Hearing Board. The Board will be provided with the information submitted by the employee and convene to establish a decision. A decision shall be rendered by the Grievance Hearing Board, within thirty (30) working days from the initial occurrence of the grievance. If one of the Department Heads is part of the aggrieved employee's complaint, then a designee shall be appointed to serve on the Grievance Hearing Board by the City Manager from the same department.

13.04 General Provisions

The time limits of this grievance procedure may be extended by management due to illness, vacations, business trips, emergencies or other reasons. If an extension is required, the employee will be notified.

Under this grievance procedure the employee and management have the opportunity to call witnesses at the Step Two and Step Three levels.

Any grievance shall be considered settled at the completion of any step unless it is appealed within the time limits set forth.

It is the intent of these Policies that the majority of grievances will be settled in the early stages of the grievance process. All grievances at their conclusion shall be forwarded to the City Manager for coordination, analysis and retention. In some cases, steps in the grievance procedure may be waived at the discretion of the Department Head to allow more severe matters to progress more rapidly.

No punitive action or retaliation will be taken against any employee as the result of filing a complaint / grievance / inquiry, nor will any attempt be made to suppress either the filing of a complaint / grievance / inquiry by an employee who feels the need to initiate the same, or to take such matter through the entire grievance procedure process.

Employee grievance procedures shall not apply to any contractual agreement existing between the City of Lake Alfred and an individual employee or association of employees, rather, grievances shall be filed in accordance with the conditions of the applicable contractual agreement. If an employee has a complaint against the City Manager, Mayor or a member of the City Commission they may address their problem to the City Attorney.

SECTION 14
MISCELLANEOUS RULES AND BENEFITS

14.01 Vehicles

Equipment and vehicles essential in accomplishing job duties are expensive and may be difficult to replace. When using property, employees are expected to exercise care, perform required maintenance, and follow all operating instructions, safety standards, and guidelines.

Please notify the supervisor if any equipment, machines, tools, or vehicles appear to be damaged, defective, or in need of repair. Prompt reporting of damages, defects, and the need for repairs could prevent deterioration of equipment and possible injury to employees or others. The supervisor can answer any questions about an employee's responsibility for maintenance and care of equipment or vehicles used on the job.

City equipment and vehicles are the property of the City of Lake Alfred and may only be used for official business. The personal use of City equipment and vehicles (personal use is defined as any use of equipment or vehicles not related to city business) is strictly prohibited. The improper, careless, negligent, destructive, unsafe or personal use of City equipment or vehicles, as well as excessive or avoidable traffic and parking violations, can result in disciplinary action, up to and including termination of employment.

Any employee damaging a City vehicle or equipment in excess of \$100.00, as determined by the Department Head, will be required to submit to a post-accident drug screen.

14.02 Retirement Plan

The City of Lake Alfred provides a contributory retirement program for regular employees which are administered by the City's General Employee Pension Trust Fund Board or Police and Firefighter Officer's Trust Fund Board. The pension program provides a number of benefits. Due to the complexities of the plan and because the plan may be amended from time to time, employees should refer to the most current plan summary which is available through the City Clerk.

14.03 Unemployment Compensation

The City of Lake Alfred is registered with the State of Florida Bureau of Unemployment Compensation. Employees who quit or are terminated for cause, from employment with the City, are not eligible for Unemployment Compensation. Employees who are terminated from City employment, who file a claim and meet certain qualifications, may be eligible to receive unemployment compensation benefits.

14.04 Insurance Benefits

A. Health Insurance

The Lake Alfred health insurance plan provides employees and their dependents access to medical insurance benefits. Employees in the following employment classifications are eligible to participate in the health insurance plan: Regular full-time employees.

Eligible employees may participate in the health insurance plan subject to all terms and conditions of the agreement between the City of Lake Alfred and the insurance carrier. Health insurance coverage will not be effective until the 1st day of the month following the 60th day of employment.

A change in employment classification that would result in loss of eligibility to participate in the health insurance plan may qualify an employee for benefits continuation under the Consolidated Omnibus Budget Reconciliation Act (COBRA). Refer to the Benefits Continuation (COBRA) policy for more information.

Details of the health insurance plan are described in the Summary Plan Description (SPD). An SPD and information on cost of coverage will be provided in advance of enrollment to eligible employees. Contact the Human Resources designee for more information about health insurance benefits.

B. Life Insurance

Life insurance offers you and your family important financial protection. The City of Lake Alfred provides a basic life insurance plan for eligible employees.

Employees in the following employment classifications are eligible to participate in the life insurance plan: regular full-time employees.

Eligible employees may participate in the life insurance plan, subject to all terms and conditions of the agreement between the City of Lake Alfred and the insurance carrier.

Details of the basic life insurance plan including benefit amounts are described in the Summary Plan Description provided to eligible employees.

C. Benefits Continuation (COBRA)

The Federal Consolidated Omnibus Budget Reconciliation Act (COBRA) gives employees and their qualified beneficiaries the opportunity to continue health insurance coverage under The City of Lake Alfred's health plan when a "qualifying event" would normally result in the loss of eligibility. Some common qualifying events are resignation, termination of employment, death of an employee, a reduction in an employee's hours or a leave of absence, an employee's divorce or legal separation, and a dependent child no longer meeting eligibility requirements.

Under COBRA, the employee or beneficiary pays the full cost of coverage at the City of Lake Alfred's group rates plus an administration fee.

Lake Alfred provides each eligible employee with a written notice describing rights granted under COBRA when the employee becomes eligible for coverage under the City of Lake Alfred's health insurance plan. The notice contains important information about the employee's rights and obligations.

14.05 Deductions

Federal withholding and Social Security are deducted from pay checks in accordance with law. Any other deductions, including group insurance, United Way and recognized charities are made only by **written** request of the employee.

SECTION 15
POSITION CLASSIFICATION PLAN

15.01 Purpose

The position classification plan is a systematic arrangement and inventory of City positions. The plan groups the various positions into classes indicative of the range of duties, responsibilities and level of work performed. The class titles standardize the meaning, based upon the similarity of work and duties performed.

15.02 Uses

The position classification plan is used to:

- A. Determine qualifications and prepare job announcements.
- B. Establish lines of promotion and career ladders.
- C. Assist in developing employee training programs.
- D. Provide uniform job terminology on records and documents.

15.03 Content

The position classification plan consists of:

- A. A grouping of positions into classes on the basis of approximately equal difficulty and responsibility, which require the same general qualifications and which can be compensated within the same pay grade.
- B. A class title, indicative of the work of the class, which shall be used on all personnel, accounting, budget and related official records.
- C. Written class descriptions for each job classification containing the nature of work, relative responsibilities and illustrative duties found in the class. Also included are the knowledge, abilities and skills required for performance of the work and the minimum qualifications needed.

15.04 Administration and Maintenance

The City Manager or designated employee is charged with the maintenance of the position classification plan so that it will reflect the duties performed by each employee and the class to which each position is allocated.

15.05 Allocation of Positions

Whenever a new position is established or duties of an existing position changed, the personnel office shall prepare a class description describing the duties of the position. The City Manager shall have the position assigned to an existing class or establish a new class for the position.

15.06 Position Reviews

The City Manager may assign responsibility for conducting position reviews. Such reviews may be initiated by written request from:

- A. The Department Head in whose department the position is located.
- B. The incumbent of the position; provided that the employee processes the request through the Department Head for review and comments.

Position information will be gained through completion of a position classification questionnaire by the incumbent or by the supervisor of the position if the position is vacant.

The Department Head will review and make recommendations for all proposed position changes and class descriptions.

The employee that is in the position to be reviewed will be notified that a review will be conducted.

15.07 Reclassification

When the incumbent in a position is officially assigned more difficult and significant responsibilities and duties so that it appears that the position warrants reallocation to a higher pay grade, the City Manager shall authorize a study of the duties and responsibilities of the position.

If it is determined that the position should be reallocated to a higher level class, the City may require the incumbent to undergo a prescribed test of fitness, depending on the conditions of the reclassification.

Should any position be reclassified to a job classification with the same pay grade as that of the original classification, the incumbent shall receive a corresponding change in title.

Should any position be reclassified to a job classification with a lower pay grade than that of the original classification, the incumbent employee shall be offered transfer to a vacancy in the original classification in the same or another department, if a vacancy exists.

Alternatively, if the assignment of additional duties or increased responsibilities is on a provisional basis, assignment pay may be granted without reclassifying the position.

15.08 Position Control

All positions are established and maintained through a personnel budget each fiscal year in accordance with established accounting procedures.

SECTION 16
SALARY PLAN

16.01 Purpose

The salary plan is directly related to the classification plan and provides the basis of compensation for employees of the City. The salary plan is constructed to reflect:

- A. The relative difficulty and responsibility existing between the classes of work, reflecting equal pay for equal work.
- B. The prevailing rates of pay for similar types of work in the labor market from which employees are recruited.
- C. The financial policies of the City.

16.02 Content

The salary plan includes salary and levels of compensation within each pay classifications.

16.03 Adoption and Amendment

Upon completion of a study, analysis and consultation, the City Manager, with such assistance as required, shall prepare the Salary Plan for the various classes of work. Amendments to the Salary Schedule shall be considered when changes of responsibilities of work or classes, availability of labor, prevailing rates of pay, the City's financial condition and policies or other pertinent economic consideration warrant such action. The salary plan shall be updated and adopted in conjunction with the adoption of the City's Annual Budget every fiscal year. A salary study and analysis for basis of comparison shall be completed every two (2) years.

16.04 Appointment and Starting Rates

The minimum salary established for a position is considered the normal starting rate for new employees. Appointments that are above the minimum salary may be authorized by the City Manager if the applicants training, experience or other qualifications are substantially above those required for the position.

16.05 Salary/Compensation Increases

The amount of any anticipated salary increases are approved by the City Commission as part of the City's annual operating budget. Budgeted salary increases are not automatic or guaranteed, but are to be earned and based upon job performance. The City Manager may make provisional adjustments to compensation as necessary. The City Manager shall notify the Commission and any adjustment shall be included in the regular budget preparation or budget amendment process for consideration.

Approved salary increases will be applied to the pay period as determined by the effective date of the increase.

16.06 Promotion

When an employee is promoted to a position with a higher maximum salary, the employee's new salary shall be at least the minimum for the new salary range. Step increases obtained from the previous position within the City may be carried over to the

new position. The decision will be made at the City Manager's discretion and shall be determined on a case by case basis without creating a precedent for other cases.

16.07 Demotion

An employee may be demoted to a position of lower grade for which he/she is qualified due to any of the following reasons:

- A. When an employee would otherwise be laid-off due to the position being abolished, the position being reclassified to a lower pay grade, a lack of work or funds or the return to work by another employee from authorized leave, in accordance with Section 8, Miscellaneous Leaves.
- B. When an employee does not possess the necessary qualifications to render satisfactory service in the position currently held.
- C. When the employee demonstrates unsatisfactory performance during the probationary period following a promotion.
- D. When the employee voluntarily requests a demotion.

The effect of a demotion on the employees pay shall be as follows:

- A. The demotion will not result in a pay increase.
- B. The pay will not exceed the maximum rate of the pay grade designated for the lower position.

16.08 Transfers

All transfers shall be made only with the approval of the City Manager. Transfers shall be made as follows:

- A. An employee may be transferred to another department with the same job classification. Such transfer will not change the employee's pay grade, rate, anniversary date or classification date.
- B. Employees will serve a six (6) month probationary period in the new position.
- C. If during the six (6) month probationary period, the new employee is found to be unqualified in the new position, the employee may return to their previous position, with the approval of the Department Head if a vacancy exists. If the former position is filled, every effort will be made to place the employee in a comparable position. If a vacancy or alternative position does not exist the employee shall be dismissed in good standing with the City.

When an employee becomes physically incapacitated for the performance of duties, the City Manager may authorize a transfer to a position in the same or lower class, which the employee has the ability to fill.

16.09 Assignment Pay

Assignment Pay is an increase in compensation for additional duties or responsibilities that are in excess, in either scale or scope, of the employee's base employment classification. The amount of assignment pay is generally determined as a percentage increase from the employee's current compensation level.

Documentation of the specific assignment and pay adjustment shall be maintained in the employee's personnel file. Assignment pay is established on a provisional basis and may be granted, reassigned, adjusted, or discontinued as necessary.

Assignment Pay should be reserved for substantive increases in duties or responsibilities that are necessary for City operations that generally would require an additional position to perform the functions or is otherwise in the best interests of the City. Assignment Pay should not be used for variations in or incremental adjustments to current responsibilities and duties.

Alternatively, if the assignment of additional duties or increased responsibilities is desired to be on a more permanent basis or nontransferable, the position may be reclassified under the provisions set forth in Section 15.07 in lieu of assignment pay.

Application and interpretation of the provisions within this section shall be made at the discretion of the City Manager and shall be made on a case by case basis without creating a precedent.

SECTION 17
RECORDS AND REPORTS

17.01 Responsibility

The City Clerk or designated employee is responsible for establishing and maintaining personnel records for all employees.

17.02 Records

All personnel records as well as all other records and materials relating to the administration of the Personnel Management System shall be considered the property of the City. The City Manager or designee will determine the use, maintenance and disposition of such records and material and whether or not any information contained therein may be disclosed, in accordance with prevailing laws.

To ensure that individuals who join the City of Lake Alfred are well qualified and have a strong potential to be productive and successful, it is the policy of the City Lake Alfred to check the employment references of all applicants.

The City of Lake Alfred will respond to all reference check inquiries from other employers. Responses to such inquiries will confirm only dates of employment, wage rates, and position(s) held.

It is the responsibility of each employee to promptly notify the City of any changes in personal-data. Personal mailing addresses, telephone numbers, number and names of dependents, individuals to be contacted in the event of an emergency, educational accomplishment, and other such status reports should be accurate and current at all times. If any personal data has changed immediately notify the Human Resources designee.

The City should be informed of any special training courses completed by an employee. Copies of diplomas or certificates should be forwarded to the personnel office in order for it to be added to the employee's personnel file.

17.03 Records Retention and Disposition

The City Clerk's office will determine the time limit that any personnel records shall be kept on file and their final disposition, in accordance with applicable State Statutes.

17.04 Access to Personnel Files

Personnel files are the property of The City of Lake Alfred, and access to the information they contain may be restricted as allowed by Florida law. Generally, only supervisors and management personnel of the City of Lake Alfred who have a legitimate reason to review information in a file do so. Under the Florida Government in the Sunshine Law, certain information may be provided to the press or other individuals upon request. As a courtesy, the employee shall be notified in writing when his/her personnel file was requested and by whom, no less than three (3) days following the request.

With reasonable advance notice, employees may review their own personnel files in the City of Lake Alfred's offices and in the presence of an individual appointed by the City of Lake Alfred to maintain the files.

**LAKE ALFRED CITY COMMISSION MEETING
JANUARY 4, 2016**

**2.) CONTINUING SERVICE AGREEMENT: RAFTELIS FINANCIAL CONSULTANTS
3.) RAFTELIS: TASK ORDER #1: UTILITY RATE STUDY**

ISSUE: The City Commission will consider entering into a continuing service agreement and associated task order with Raftelis Financial Consultants for the performance of a utility rate study.

ATTACHMENTS:

- Continuing Service Agreement
- Task Order #1: Rate Study
- Winter Haven Agreement
- Raftelis 2014 Rate Survey & Excerpt

ANALYSIS: As a part of the comprehensive review of city codes and policies, city staff has identified an opportunity to clean up and update the City's utility code and rate structure. The City's current water rate has been unchanged since 2003 (12+ years) with a base rate of \$12.95 that provides 6,000 gallons and an additional \$1.00 for each 1,000 gallons used above the six thousand per customer. The City's current sewer rate has been unchanged since 1990 (25+ years) with a flat rate of \$40.54 per customer. Based upon a survey of other local utilities, Lake Alfred's combined water & sewer minimum rate is high compared to others; average at 4,000 gallons of usage; and well below average at 8,000 gallons of usage.

The City's utility system does not have any major pending improvements, capacity issues, or financial needs. The goal of the rate study will be to restructure the system to be more equitable by lowering the base rate while providing variation in the billing amount based upon usage while still providing a stable revenue source for the City. The current system does not encourage conservation and the customers that use the least amount of water are essentially subsidizing the utility bill for higher water users by paying a flat rate.

The City included \$30,000 in the current 2015/2016 fiscal year budget for the performance of a utility rate study. City staff is proposing to piggyback off the competitive request for qualifications process conducted by the City of Winter Haven that selected Raftelis in January of 2015 for the performance of similar services.

Under the proposal, Raftelis will perform a thorough review of the City's utility system including data collection, policies, and will provide a new rate design, comparisons, and options. The information and options will be presented during our regular budget process beginning in the Spring of 2016. Any desired changes to the rate structure would be formally presented in August or September of 2016 to coincide with the adoption of the annual budget.

STAFF RECOMMENDATION:

1. Approval of the Continuing Service Agreement with Raftelis Financial Consultants.
2. Approval of Task Order #1 with Raftelis Financial Consultants.

**CONTINUING CONTRACT FOR
CONSULTING SERVICES
CITY OF LAKE ALFRED, FLORIDA**

This Contract is made as of the ____ day of _____, 2016 by and between the City of Lake Alfred, Florida, hereinafter referred to as the CITY, and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is 227 West Trade Street, Suite 1400, Charlotte, NC 28202.

WHEREAS, the CITY desires to engage CONSULTANT to assist with a utility rate study and other professional rate consulting services;

WHEREAS, CONSULTANT has substantial skill and experience in water, wastewater, and stormwater finance, management, and pricing;

WHEREAS, the CITY desires to hire CONSULTANT and CONSULTANT desires to provide services to the CITY; and

WHEREAS, the CITY recognizes recent competitive request for qualifications conducted by the City of Winter Haven related to water and sewer rates and other professional services (City of Winter Haven RFQ-15-08);

Therefore in consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES

The CONSULTANT'S responsibility under this Contract is to provide professional/consultation services in the area of Financial/Management Services, and to perform and complete the work specifically set forth in the each Task Order to this contract. The work shall be performed on an as needed basis per project and by Task Order to this contract. Services of the CONSULTANT shall be under the general direction of a CITY representative to be identified in each Task Order, who shall act as the CITY's representative during the performance of this Contract.

ARTICLE 2 – PROJECT SCHEDULE

The CITY and the CONSULTANT shall approve each PROJECT SCHEDULE, which will become a part of each Task Order.

ARTICLE 3 – PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, as follows: The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided, and at the amounts set forth in each Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the completion of

services outlined in the Scope of Work contained in various Task Orders. Invoices must reference this Contract and Task Order against which the CONSULTANT is billing.

- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating CITY department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department for Payment. The CITY shall pay Consultant in accordance with the Florida Prompt Payment Act.
- C. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the Consultant's final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to CITY and there is no further work to be performed on the specific Task Order.
- D. Contract Task Order. Value of this contract is based on contract Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.
- E. The CITY and CONSULTANT agree that compensation for each Task Order is based upon the scope of work at CONSULTANT's current hourly rate schedule included in Attachment A. The hourly rates established at the commencement date of this Contract may be adjusted annually beginning with the next Task Order issued after the anniversary date of the Contract. The reference index used to determine the amount of increase (decrease) will be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside consultants. The CITY may exercise its rights under this Article 4 within one (1) year following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, the CONSULTANT shall:

- A. Stop work on the date to the extent specified.

- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the CITY.

All of the services required hereunder shall be performed by the CONSULTANT, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, must be made known to the CITY's representative and written approval granted by the CITY before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 –RELIANCE ON DATA

In performance of the services, it is understood that the CITY and/or others may supply CONSULTANT with certain information and/or data, and that CONSULTANT will rely on such information. It is agreed that the accuracy of such information is not within CONSULTANT's control and CONSULTANT shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of CONSULTANT's scope of services.

ARTICLE 9 –OPINIONS AND ESTIMATES

CONSULTANT's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and CONSULTANT's expertise and qualifications as a professional. CONSULTANT does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the CITY's estimates or forecasts or from actual outcomes.

CONSULTANT identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the CITY.

ARTICLE 10 – FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 11 – AVAILABILITY OF FUNDS

The obligations of the CITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the CITY.

ARTICLE 12 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, Standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- D. The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations and/or work performed under this Contract, whether such operations and/or work performed be by the CONSULTANT, or by anyone directly employed by, or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT, or by anyone directly or indirectly employed by the CONSULTANT.

- F. The CONSULTANT shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.
- G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 13 – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY, and its elected and appointed officials and officers, employees and agents, from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANT and other persons employed or utilized by the in the performance of the contract. CONSULTANT'S indemnification given herein is not intended to act as a waiver of the CITY's sovereign immunity and/or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONSULTANT's judgment or quality of services being

provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the CITY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the CITY's omissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 18 – ARREARS

The CONSULTANT shall not pledge the CITY's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the CITY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the

CITY's expense, shall be and remains the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees and others under its supervision and control perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees and others under the CONSULTANT's supervision and control to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Contract.

ARTICLE 21 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY's cost, upon five (5) days written notice.

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. Subject to the provisions of Article 5 of this Contract this contract shall be in effect for three (3) years from the day of acceptance by the CITY, and may be extended for an additional three (3) years. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 27 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 – AMENDMENTS AND MODIFICATIONS

No Task Orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All Amendments and modifications shall be in the form of a change order or Task Order.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall: (1) if requested by the CITY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Task Order for changes to a task in progress, or a contract change order, if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 29 – ENUMERATION OF CONTRACT DOCUMENTS

The contract documents, except for modifications issued after execution of this Contract, will be enumerated in each Task Order.

ARTICLE 30 – FLORIDA LAW

This Contract shall be governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the Contract shall be exclusively in the State Courts in and for Polk County, Florida.

ARTICLE 31 -- ARBITRATION

The CITY shall not be obligated to arbitrate or permit any arbitration binding on the CITY under any of the contract documents or in connection with the project in any manner whatsoever.

ARTICLE 32 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

If for the CITY:

City of Lake Alfred
Attn: Ryan Leavengood
City Manager
155 E. Pomelo Street
Lake Alfred, FL 33850

If for CONSULTANT:

Diane Adams
Chief Financial Officer
Raftelis Financial Consultants, Inc.
227 West Trade Street
Suite 1400
Charlotte, NC 28202

ARTICLE 33 – HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives.

**RAFTELIS FINANCIAL
CONSULTANTS, INC.**

Signature

Tony Hairston

Print

Senior Manager

Title

Date

Witness

**CITY OF LAKE ALFRED, FLORIDA
CITY COMMISSION**

ATTEST:

Charles O. Lake, Mayor

Ameé Bailey-Speck, City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

ATTACHMENT A

2016 CITY OF LAKE ALFRED HOURLY BILLING RATES

<u>Position</u>	<u>Hourly Billing Rate *</u>
Chief Operating Officer	\$305
Senior Manager	\$240
Manager	\$220
Director of Florida Operations	\$205
Consultant	\$170
Associate	\$140
Analyst	\$100
Administration	\$70

Reimbursable Expenses at Cost

* Not applicable to preparation for and participation in deposition and direct litigation services.

CONTINUING CONTRACT TASK ORDER NO. 1 WATER AND SEWER RATE STUDY

Task Order No. 1 to Continuing Contract for Consulting Services dated January __, 2016 between the CITY OF LAKE ALFRED, FLORIDA (CITY) and RAFTELIS FINANCIAL CONSULTANTS, INC. (CONSULTANT) for Financial/Management Consulting Services.

SECTION I -- DESCRIPTION OF SERVICES TO BE PROVIDED

GENERAL: It is the CONSULTANT'S understanding that the CITY desires a comprehensive review of the sufficiency of user water and sewer rates to provide for operations and capital improvements. The primary study objectives include:

- (a) Identifying and reestablishing appropriate customer characteristics for rate design purposes;
- (b) Allocation of fiscal requirements based on cost of service principles;
- (c) Incorporation of changes in utility fund management pursuant to current economic conditions;
- (d) Evaluation and modification if necessary, of the existing water and sewer rate structures;
- (e) Development of equitable and appropriate user rates and charges, which together with certain other revenues are sufficient to pay 100 percent of all operating expenses, debt service associated with the outstanding revenue bonds, renewal and replacement requirements, debt service coverage provisions, capital provided through user fee revenues, required transfers to the General Fund, support of projected capital improvement program and other authorized fiscal requirements;
- (f) Review of stormwater rate structure and billing options; and
- (g) Development of reports and presentations of findings and conclusions.

PROJECT APPROACH: The Rate Study will utilize a cost of service methodology and approach to conduct the reviews, investigations and analyses necessary to identify the fiscal requirements and customer determinants concerning appropriate establishment of rate structures and corresponding user fees for just and equitable recovery of water sewer service costs. Furthermore, the approach will include a five year forecast of probable future activities and recommendation of annual rate adjustments if necessary.

SCOPE OF SERVICES

Task A. Rate Study

We propose the following tasks will be necessary to complete the utility rate study.

Task 1: Project Initiation and Management

This task will involve working with the Client staff to establish the financial and rate objectives, project schedule, and overall data needs and constraints. This task will include a meeting onsite with City staff in order to initiate the project.

Task 2: Data Collection and Review

RFC will collect and review relevant financial, operating, engineering, and legal information. This task will involve collecting and evaluating financial and operating data for recent fiscal years and budget information for FY 2016. Information related to capital costs; revenues from rates, fees, and other sources; the number and types of utility customers; and the usage levels for each utility

will be collected and reviewed. Additional information related to utility characteristics, customer demographics, and a description of the utility projects will be developed by City staff. This information will provide the basis for developing the customer billing statistics, financial forecast, debt service coverage ratios, bill impact information, documenting forecast assumptions and relevant operating characteristics. Subtasks are as follows:

- 2.1 Prepare data collection request list.
- 2.2 Review customer billing reports prepared by City.
- 2.3 Review revenues from rates, fees, and other sources.
- 2.4 Review and evaluate relevant O&M and capital costs.
- 2.5 Evaluate amount and uses of reserve funds.
- 2.6 Review existing connection and service availability policies.

Task 3: Customer Billing Analysis

In order to provide a detailed revenue forecast and to design proposed rates, the Client's existing billing profile must be evaluated and understood. RFC will coordinate with the City's billing department to obtain detailed billing statistics in order to evaluate recent consumption by various water usage levels. This data will be used to both review both historical usage and revenue patterns, but also to project revenue under existing and proposed rates. To the extent that data is available, RFC will summarize up to the past three (3) years of billing statistics and provide a five (5) year projection of customers, sales, and revenue under existing rates.

Task 4: Net Revenue Requirements

This task involves the detailed projections of utility operating expenses, capital funding, existing and future debt service, and other utility income and expenditures. The projections will include the five-year projection period beginning with the Client's current budget year FY 2016 through FY 2020. This task includes the projection of utility reserves available at the beginning of the projection period. The projected net revenue requirements will be compared to projected revenue under existing rates for each utility system in order to determine the sufficiency of existing rates. Based on a review of revenue sufficiency with City staff, system-average rate adjustments will be calculated if necessary to meet the projected net revenue requirements. Subtasks are as follows:

- 4.1 Allocated O&M expenses among individual utilities.
- 4.2 Project O&M expenses by utility.
- 4.3 Develop capital improvement funding analysis.
- 4.4 Project and allocate debt service for existing and future debt.
- 4.5 Project other utility transfers and obligations.
- 4.6 Project miscellaneous utility revenue and offsets.
- 4.7 Project revenue deficiencies over the five-year period, if any.
- 4.8 Establish rate phasing strategy, if necessary.
- 4.9 Prepare debt service coverage ratio analysis.
- 4.10 Meet with staff to review results.

Task 5: Rate Design and Comparisons

This task involves the calculation of water and sewer rates at a sufficient level to meet the net revenue requirements. This task will include a classification of net revenue requirements into various cost areas in order to assign costs among base and variable charges by utility. Rate schedules will be prepared for each utility along with bill comparisons for typical utility customers. Finally, a comparison with several nearby utilities will be provided. Subtasks are as follows:

- 5.1 Classification of net revenue requirements by utility.
- 5.2 Tabulation of utility billing determinants.
- 5.3 Calculation of unit costs.
- 5.4 Preparation of utility rate schedules.
- 5.5 Comparison of existing and proposed typical bill impacts.
- 5.6 Comparison with other utilities.
- 5.7 Meet with staff to review results (may be combined with Task 5 meeting)

Task 6: Stormwater Policy Assistance

This task includes the review of the City's stormwater budget, policies, rates and future requirements. The City currently charges stormwater service on the water bill. RFC will review the City's stormwater ordinance, level of service, customer database, budget/cost information, revenue, and future requirements. RFC will also review potential changes in billing methodology for future consideration. To aid in this analysis, RFC will compare the City's existing stormwater fees, level of service, and billing method with other nearby communities. The other stormwater billing option is non-ad valorem assessments. The goal of this task is to provide the City with a cursory review of options and considerations for future stormwater billing and policy changes, including the pros and cons of potentially changing the billing method.

Task 7: Rate Study Report and Presentation

A rate study draft will be prepared for staff review. The draft report will include a description of the financial forecast and of the design of rates and bill impacts. The assumptions utilized in the analysis will be documented in the report. The draft report will be provided to staff in electronic format for staff review and comment. After receiving comments, a final report will be prepared in electronic format and up to 8 bound copies will be delivered at the request of the City. In addition, this task includes two presentations Commission. A powerpoint presentation will be prepared in order to facilitate the presentation to the City Commission. Subtasks as listed in our cost proposal are as follows:

- 7.1 Draft rate study report.
- 7.2 Final rate study report.
- 7.3 Preparation of presentation materials.
- 7.4 Presentation to City Commission.

Task B. Additional Services

Pursuant to Task A of the above Scope of Services, the CONSULTANT will respond to requests by the CITY for additional services. The additional services may include, but are not limited to: verification of customer data at CITY level; requests for development of alternative rate structures and/or customer classes after the submittal of the Draft Report; additional meetings not identified above including any one-on-one meetings with CITY officials or large users; preparation of draft ordinance/resolution; implementation assistance; negotiations with other entities relative to bulk services; development of funding program(s) for capital improvements, utility strategic planning and other related matters not specifically address in Task A.

Additional Services will be provided based on verbal requests from the CITY's Representative unless it is the CONSULTANT's opinion that cost for each individual request will exceed ten percent of original contract amount stated herein, whereby the CONSULTANT will notify the CITY'S Representative prior to commencing of activities. In either case the CONSULTANT will provide a Change Order for approval by the CITY specifying the additional services and estimated fee.

ITEMS TO BE FURNISHED AT NO EXPENSE TO THE CONSULTANT: The CITY will assist the CONSULTANT by furnishing, at no cost to the CONSULTANT, all available pertinent information including updates of previously provided data and new data if applicable to reports, financial statements, budgets, cost estimates, agreements, ordinances, codes, and any other data relative to performance of the above services for the project. It is agreed and understood that the accuracy and veracity of said information and data may be relied upon by the CONSULTANT without independent verification of the same.

SECTION II -- TIME OF PERFORMANCE

Task A Tasks 1 through 5 of the Scope of Services will be completed within twelve (12) weeks from receipt of Notice to Proceed except for delays beyond the reasonable control of the CONSULTANT.

Task A Tasks 6 through 7 and Task B of the Scope of Services, as necessary, will be completed as mutually agreed.

SECTION III -- COMPENSATION

1. The Cost for Task A Tasks 1 through 7 of the Scope of Services is estimated not to exceed Thirty-Six Thousand Four Hundred Dollars (\$36,400.00) including reimbursable expenses.
2. The cost for Task B of the Scope of Services shall be as mutually agreed.

SECTION IV -- CITY REPRESENTATIVE

Mr. Ryan Leavengood, City Manager

SECTION V -- All terms of that Continuing Contract for Consulting Services entered into between CITY and CONSULTANT shall be applicable and to the extent of any inconsistencies with this Task Order the terms of the Continuing Contract for Consulting Services shall control.

RAFTELIS FINANCIAL CONSULTANTS, INC.

By: _____

Print: Tony Hairston _____

Title: Senior Manager _____

Date: _____

**CITY OF LAKE ALFRED, FLORIDA
CITY COMMISSION**

ATTEST:

Charles O. Lake, Mayor

Ameé Bailey-Speck, City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

City of Lake Alfred
Water & Sewer Rate Study
Cost Estimate

Scope of Service Item		Total Hours	Cost Estimate
1	Project Initiation and Management	18.0	\$3,440
2	Data Collection and Review	14.0	\$2,280
3	Customer Billing Analysis	28.0	\$4,500
4	Net Revenue Requirements	40.0	\$7,060
5	Rate Design and Comparison	34.0	\$5,520
6	Stormwater Policy Assistance	34.0	\$6,780
7	Rate Study Report and Presentation	36.0	\$6,820
Total		204.0	\$36,400

**CONTINUING CONTRACT FOR
CONSULTING SERVICES
CITY OF WINTER HAVEN, FLORIDA**

This Contract is made as of the 26 day of January, 2015 by and between the City of Winter Haven, Florida, hereinafter referred to as the CITY, and RAFTELIS FINANCIAL CONSULTANTS, INC., a North Carolina corporation, authorized to do business in the State of Florida, hereinafter referred to as the CONSULTANT, whose address is 1031 S. Caldwell St, Suite 100, Charlotte, NC 28203.

WHEREAS, the CITY issued RFQ-15-08 requesting firms to submit qualifications to perform professional consulting services regarding a fire assessment study and a water and sewer rate study to assist the CITY in establishing and implementing a fire assessment program and a review of its water and sewer rates and other financial studies the City may elect to do; and

WHEREAS, four (4) firms submitted qualifications in response to RFQ-15-08 and the CITY selected CONSULTANT as the best qualified to perform the professional consulting services outlined in RFQ-15-08;

Now Therefor in consideration of the mutual promises contained herein, the CITY and the CONSULTANT agree as follows:

ARTICLE 1 – SERVICES

The Consultant's responsibility under this Contract is to provide professional/consultation services in the area of Financial/Management Services, and to perform and complete the work specifically set forth in the each Task Order to this contract. The work shall be performed on an as needed basis per project and by Task Order to this contract. Services of the CONSULTANT shall be under the general direction of a CITY representative to be identified in each Task Order, who shall act as the CITY's representative during the performance of this Contract.

ARTICLE 2 – PROJECT SCHEDULE

The CITY and the CONSULTANT shall approve each PROJECT SCHEDULE, which will become a part of each Task Order.

ARTICLE 3 – PAYMENTS TO CONSULTANT

- A. The CITY shall pay to the CONSULTANT for services satisfactorily performed, as follows: The CONSULTANT will bill the CITY on a monthly basis, or as otherwise provided, and at the amounts set forth in each Task Order for services rendered toward the completion of the Scope of Work. The amounts billed shall represent the completion of services outlined in the Scope of Work contained in various Task Orders. Invoices must reference this Contract and Task Order against which the CONSULTANT is billing.
- B. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the initiating CITY department, indicating that services have been rendered in conformity with the Contract and then will be sent to the Finance Department

for Payment. The CITY shall pay Consultant in accordance with the Florida Prompt Payment Act.

- C. FINAL INVOICE per Task Order: In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the Consultant's final/last billing to the CITY. This indicates that all services have been performed and all charges and costs have been invoiced to CITY and there is no further work to be performed on the specific Task Order.
- D. Contract Task Order. Value of this contract is based on contract Task Orders. Each Task Order shall have its own specific value on a "stand alone" basis.
- E. The CITY and CONSULTANT agree that compensation for each Task Order is based upon the scope of work at CONSULTANT's current hourly rate schedule included in Attachment A. The hourly rates established at the commencement date of this Contract may be adjusted annually beginning with the next Task Order issued after the anniversary date of the Contract. The reference index used to determine the amount of increase (decrease) will be the Bureau of Labor Statistics unadjusted Consumer Price Index for all items for All Urban Consumers (CPI-U), U. S. City Average, published immediately prior to the contract anniversary date.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in this Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the CITY determine that the rates and costs were increased due to inaccurate, incomplete or non-current wage rate, or due to inaccurate representations of fees paid to outside consultants. The CITY may exercise its rights under this Article 4 within one (1) year following final payment.

ARTICLE 5 – TERMINATION

This Contract may be terminated by the CONSULTANT upon 30 days' prior written notice to the CITY in the event of substantial failure by the CITY to perform in accordance with the terms of this Contract through no fault of the CONSULTANT. It may also be terminated by the CITY, with or without cause, immediately upon written notice to the CONSULTANT.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the CITY's satisfaction through the date of termination. After receipt of a Termination Notice, except as otherwise directed by the CITY, the CONSULTANT shall:

- A. Stop work on the date to the extent specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the CITY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of, or have any contractual relationship with, the CITY.

All of the services required hereunder shall be performed by the CONSULTANT, or under its supervision. All personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

Any changes or substitutions in the CONSULTANT's key personnel, must be made known to the CITY's representative and written approval granted by the CITY before said change or substitution can become effective.

The CONSULTANT warrants that all services shall be performed by skilled and competent personnel to the highest professional standards in the field.

ARTICLE 7 – SUBCONTRACTING

The CITY reserves the right to accept the use of a subcontractor, or to reject the selection of a particular subcontractor, and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the CITY.

ARTICLE 8 –RELIANCE ON DATA

In performance of the services, it is understood that the CITY and/or others may supply CONSULTANT with certain information and/or data, and that CONSULTANT will rely on such information. It is agreed that the accuracy of such information is not within CONSULTANT's control and CONSULTANT shall not be liable for its accuracy, nor for its verification, except to the extent that such verification is expressly a part of CONSULTANT's scope of services.

ARTICLE 9 –OPINIONS AND ESTIMATES

CONSULTANT's opinions, estimates, projections, and forecasts of current and future costs, revenues, other levels of any sort, and events shall be made on the basis of available information and CONSULTANT's expertise and qualifications as a professional. CONSULTANT does not warrant or guarantee that its opinions, estimates, projections or forecasts of current and future levels and events will not vary from the CITY's estimates or forecasts or from actual outcomes. CONSULTANT identifies costs, allocates costs to customer classes and provides rate models. It does not establish rates, which is the legislative responsibility of the CITY.

ARTICLE 10 – FEDERAL AND STATE TAX

The CITY is exempt from payment of Florida State Sales and Use Taxes. The CITY will sign an exemption certificate submitted by the CONSULTANT. The CONSULTANT shall not be

exempted from paying tax to their suppliers for materials used to fulfill contractual obligations with the CITY, nor is the CONSULTANT authorized to use the CITY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract.

ARTICLE 11 – AVAILABILITY OF FUNDS

The obligations of the CITY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the CITY.

ARTICLE 12 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract until he/she has obtained all insurance required under this paragraph and such insurance has been approved by the CITY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the CITY prior to the commencement of operations. The Certificates shall clearly indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the CITY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.
- C. The CONSULTANT shall maintain during the term of this Contract, Standard Professional Liability Insurance in the amount of \$1,000,000 per occurrence.
- D. The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000 per occurrence to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations and/or work performed under this Contract, whether such operations and/or work performed be by the CONSULTANT, or by anyone directly employed by, or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$1,000,000 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT, or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain during the life of this Contract, adequate Workman's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees (if three or more) per Florida Statute 440.02.

G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the CITY as an "Additional Insured".

ARTICLE 13 – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the CITY, and its elected and appointed officials and officers, employees and agents, from liabilities, damages, losses, and cost, including, but not limited to, reasonable attorneys' fees, to the extent caused by the negligence, recklessness, or intentionally wrongful conduct of the CONSULTANTCONSULTANT and other persons employed or utilized by the in the performance of the contract. CONSULTANT'S indemnification given herein is not intended to act as a waiver of the CITY's sovereign immunity and/or the limits of liability set forth in §768.28 of the Florida Statutes regardless of whether any such obligations are based in tort, contract, statute, strict liability, and negligence, product liability or otherwise.

ARTICLE 14 – SUCCESSORS AND ASSIGNS

The CITY and the CONSULTANT each binds itself and its partners, successors, executors, administrators and assigns to the other party of this Contract and to the partners, successors, executors, administrators and assigns of such other party, in respect to all covenants of this Contract. Except as above, neither the CITY nor the CONSULTANT shall assign, sublet, convey or transfer its interest in this Contract without the written consent of the other. Nothing herein shall be construed as creating any personal liability on the part of any officer or agent of the CITY, which may be a party hereto, nor shall it be construed as giving any rights or benefits hereunder to anyone other than the CITY and the CONSULTANT.

ARTICLE 15 – REMEDIES

No remedy herein conferred upon any party is intended to be exclusive of any other remedy, and each and every such remedy shall be cumulative and shall be in addition to every other remedy given hereunder or hereafter existing at law or in equity or by statute or otherwise. No single or partial exercise by any party or any right, power, or remedy hereunder shall preclude any other or further exercise thereof. In any action brought by either party for the enforcement of the obligations of the other party, the prevailing party shall be entitled to recover reasonable attorney's fees.

ARTICLE 16 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no person having any interest shall be employed for said performance.

The CONSULTANT shall promptly notify the CITY in writing by certified mail of all potential conflicts of interest for any prospective business association, interest or other circumstance, which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notification shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may

undertake and request an opinion of the CITY, whether such association, interest, or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

The CITY agrees to notify the CONSULTANT of its opinion by certified mail within 30 days of receipt of notification by the CONSULTANT. If, in the opinion of the CITY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CITY shall so state in the notification and the CONSULTANT shall, at his/her option enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the CITY by the CONSULTANT under the terms of this Contract.

ARTICLE 17 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of any delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the CITY's ommissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in default.

Upon the CONSULTANT's request, the CITY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the CITY's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 18 – ARREARS

The CONSULTANT shall not pledge the CITY's credit, or make it a guarantor of payment, or surety for any contract, debt, obligation, judgment, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 19 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

The CONSULTANT shall deliver to the CITY for approval and acceptance, and before being eligible for final payment of any amounts due, all documents and materials prepared by and for the CITY under this Contract.

All written and oral information not in the public domain, or not previously known, and all information and data obtained, developed, or supplied by the CITY, or at its expense, will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the CITY's prior written consent, unless required by a lawful order. All drawings, maps, sketches, and other data developed, or purchased under this Contract, or at the CITY's expense, shall be and remains the CITY's property and may be reproduced and reused at the discretion of the CITY.

The CITY and the CONSULTANT shall comply with the provisions of Chapter 119, Florida Statutes (Public Records Law).

All covenants, agreements, representations and warranties made herein, or otherwise made in writing by any party pursuant hereto, including but not limited to, any representations made herein relating to disclosure or ownership of documents, shall survive the execution and delivery of this Contract and the consummation of the transactions contemplated hereby.

ARTICLE 20 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the CITY. All persons engaged in any of the work or services performed pursuant to this Contract shall at all times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees and others under its supervision and control perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees and others under the CONSULTANT's supervision and control to the CITY shall be that of an Independent Contractor and not as employees or agents of the CITY. The CONSULTANT does not have the power or authority to bind the CITY in any promise, agreement or representation other than specifically provided for in this Contract.

ARTICLE 21 – CONTINGENT FEES

The CONSULTANT warrants that it has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT to solicit or secure this Contract and that it has not paid or agreed to pay any person, company, corporation, individual, or firm, other than a bona fide employee working solely for the CONSULTANT, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the award or making of this Contract.

ARTICLE 22 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing the work for at least three (3) years after completion of this Contract. The CITY shall have access to such books, records, and documents as required in this section for the purpose of inspection or audit during normal business hours, at the CITY's cost, upon five (5) days written notice.

ARTICLE 23 – NONDISCRIMINATION

The CONSULTANT warrants and represents that all of its employees are treated equally during employment without regard to race, color, religion, physical handicap, sex, age or national origin.

ARTICLE 24 – ENTIRETY OF CONTRACTUAL CONTRACT

The CITY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. Subject to the provisions of Article 5 of this Contract this contract shall be in effect for three (3) years from the day of acceptance by the CITY, and may be extended for an additional three (3) years. None of the provisions, terms and conditions contained in this contract may be added to, modified, superseded, or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 25 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 26 – AUTHORITY TO PRACTICE

The CONSULTANT hereby represents and warrants that it has and will continue to maintain all license and approvals required to conduct its business, and that it will at all times, conduct its business activities in a reputable manner.

ARTICLE 27 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 28 – AMENDMENTS AND MODIFICATIONS

No Task Orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All Amendments and modifications shall be in the form of a change order or Task Order.

The CITY reserves the right to make changes in the work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the CITY's notification of a contemplated change, the CONSULTANT shall: (1) if requested by the CITY, provide an estimate for the increase or decrease in cost due to the contemplated change; (2) notify the CITY of any estimated change in the completion date; and (3) advise the CITY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the CITY so instructs in writing, the CONSULTANT shall suspend work on that portion of the work affected by a contemplated change, pending the CITY's decision to proceed with the change.

If the CITY elects to make the change, the CITY shall issue a Task Order for changes to a task in progress, or a contract change order, if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 29 – ENUMERATION OF CONTRACT DOCUMENTS

The contract documents, except for modifications issued after execution of this Contract, will be enumerated in each Task Order.

ARTICLE 30 – FLORIDA LAW

This Contract shall be governed by the laws of the State of Florida. Venue for any and all legal actions necessary to enforce the Contract shall be exclusively in the State Courts in and for Polk County, Florida.

ARTICLE 31 -- ARBITRATION

The CITY shall not be obligated to arbitrate or permit any arbitration binding on the CITY under any of the contract documents or in connection with the project in any manner whatsoever.

ARTICLE 32 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, and if sent to the CITY shall be mailed to:

If for the CITY:

City of Winter Haven
Attn: Deric C. Feacher, City Manager
451 Third Street, N.W.
Winter Haven, FL 33881

With a copy to: Frederick J. Murphy, Jr., Esquire
City Attorney
(*which shall not* Boswell & Dunlap LLP
constitute notice) 245 South Central Avenue
Bartow, FL 33830

If for CONSULTANT:

Marco H. Rocca, CMC
Director of Florida Operations
Raftelis Financial Consultants, Inc.
950 South Winter Park Drive
Suite 240
Casselberry, FL 32707

ARTICLE 33 – HEADINGS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract, or affect its meaning, construction or effect.

IN WITNESS WHEREOF, the Parties have executed this Contract by their duly authorized representatives.

**RAFTELIS FINANCIAL
CONSULTANTS, INC.**

Marco H. Rocca
Signature

Marco H. Rocca
Print

Director of Florida Operations
Title

January 21, 2015
Date

Jed Williams
Witness

CITY OF WINTER HAVEN, FLORIDA

Deric C. Feacher
Signature

Deric C. Feacher
Print

City Manager
Title

1/26/2015
Date

Vanessa Castillo
Witness

ATTACHMENT A

2015 CITY OF WINTER HAVEN HOURLY BILLING RATES

<u>Position</u>	<u>Hourly Billing Rate *</u>
Chief Operating Officer	\$305
Director of Florida Operations	\$205
Senior Manager	\$240
Manager	\$220
Consultant	\$170
Associate	\$140
Analyst	\$100
Administration	\$70

Reimbursable Expenses at Cost

* Not applicable to preparation for and participation in deposition and direct litigation services.



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14

**FLORIDA WATER
AND WASTEWATER
RATE SURVEY**







Foreword

The 2014 *Florida Water and Wastewater Rate Survey (2014 Survey)* is developed to provide insight into water and wastewater pricing practices currently utilized by publicly owned utilities in the State of Florida. The 2012 *Florida Water Rate Survey* was limited to only residential potable water rates, but the 2014 Survey now includes both residential water and wastewater rates.

The goal of this survey is focused on typical residential potable water/wastewater bills and rate structures for over 170 Florida public utilities. The respondents include small utilities serving a population less than 10,000 to the largest utilities in Florida with service populations of more than 1 million. The 2014 Survey includes utilities with a cumulative service population of more than 13.8 million people throughout Florida. The survey results included in the table at the end of this document are sorted alphabetically by county and thereafter listed by the city or utility name.

The rates shown are exclusive of utility taxes or outside-city rates for those jurisdictions that have such charges. Following this introduction is a discussion on why water rates differ together with a narrative summarizing the survey results. Also included are statistics such as the gallons included in the first usage block, revenue recovery from fixed charges, minimum water bill levels, and other information. The survey table includes information related to population, water management district, residential monthly minimum water bill amounts, and bill amounts for usage at 4,000 and 8,000 gallons.

We would like to thank all of the participants in the 2014 Survey and extend a special thanks to Ken Small at the Florida League of Cities for his support on distributing the survey questionnaire. This survey was completed with the valuable assistance of Mr. Robin Chacko, Joe Williams, Amanda Davis, and David George of Raftelis Financial Consultants, Inc.

We hope that you will find these results informative and look forward to continuing this biennial survey in the future.

Sincerely,

RAFTELIS FINANCIAL CONSULTANTS, INC.

Mike Rocca, CMC
Director of Florida Operations

Tony Hairston
Manager



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- 04 OVERVIEW OF THE SURVEY**
- 10 ADDITIONAL RESULTS**

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Factors Affecting Rates

The 2014 Survey is focused on publicly owned utilities. Often utility infrastructure is the most valuable asset in many communities. The rates established by each community for utility service are essential for operations, maintenance, and renewal of the utility infrastructure investment. There are many factors that have an effect on the level of utility rates; however, based on our experience, the items described in this section summarize the more salient factors affecting potable water rates.



SOURCE OF SUPPLY

The source of a large portion of potable water supply in Florida is from underground aquifer systems. Surface water is becoming a more common source as populations have increased and groundwater sources are not as plentiful. The quality of water and level of treatment necessary to meet regulatory requirements and maintain public acceptance varies greatly throughout the state due to the various sources. For example, communities located inland often require lower levels of treatment compared to those along the coast with more brackish water. Other communities may have regulatory limits on the amount of high quality water available through their consumption use permits. Many communities are required to identify and plan for alternative water supplies, with these alternatives being much more expensive to treat than existing sources of supply. Finally, depending on the location of the source of supply, an expensive transmission system may be required to deliver potable water to the customer service area.



EFFLUENT DISPOSAL

While the source of water is a potentially large differentiator in potable water costs, the disposal of treated effluent is one of the most significant drivers of wastewater costs. Some of the least expensive effluent disposal methods include land applications with minimal pollutant removal. Many communities have limited land available for effluent disposal and rely on nearby surface waters to discharge treated wastewater. Enforcement of regulations and recent legislation is either restricting these discharge points or even eliminating surface water discharging in many communities. Alternatives include capital-intensive discharge solutions such as deep injection wells.



INFRASTRUCTURE REPLACEMENT

In prior decades throughout Florida, utility capital funding was primarily focused on meeting the demands of growth. Much of the cost of providing infrastructure for growth could be mitigated by a combination of impact fees, developer contributions, and careful expansion planning. With the aging of infrastructure, increases in regulatory requirements, and the slowing of growth, communities are increasingly concerned with both upgrading and replacement of infrastructure. The burden of upgrading and replacing infrastructure is typically borne by existing customers through utility rate revenues. Moreover, these capital costs are higher than the original cost due to inflation and the difficulty of replacing underground piping compared to the original installation cost on undeveloped land. While these challenges are growing, there is increasing pressure to maintain rates and avoid rate adjustments. Infrastructure replacement can often be delayed from one year to the next as budget pressures grow; however, such postponements generally create the need for larger rate increases in the future.



CONNECTION DENSITY

A common factor affecting both the capital and operating costs of utilities is the number of connections within their service area. Utilities such as compact cities with high densities enjoy certain economies due to factors such as shorter piping systems and less travel time for servicing the system and customers. This connection density factor should be considered when comparing rates especially involving a combination of county and city systems.



REGULATORY STRINGENCY

Water utilities must provide drinking water that is safe for its customers and meet reporting and testing requirements. Regulatory requirements such as the EPA Disinfection By-Products Rule (DBPR) affect various communities differently based on the source of its water supply, age of the distribution system, and other factors. Meeting DBPR and other regulatory requirements can require both capital and operating investments that lead to higher user rates.



DECREASING PER CAPITA CONSUMPTION

Many utilities are facing declining per capita potable water consumption due to multiple factors. Because most utility costs are fixed, communities must increase rates to compensate for the loss in revenue from reduced usage. This is especially valid for those utilities that have been heavily reliant on inverted (conservation) rates as a cost recovery source. There are several reasons for decreasing per capita consumption including more water efficient appliances and irrigation systems installed during renovations or through utility incentive programs. Another recent cause for declining usage is the housing market and a large number of unoccupied homes and businesses, which is likely temporary in many communities, but has persisted longer than expected. Further contributing to declining consumption is increased awareness due to conservation outreach efforts. Utility customers are responding to ongoing conservation messages.



WATER RESTRICTIONS

Over the past several years, water shortages and watering restrictions throughout Florida have been declared at various levels by the water management districts. Water restrictions include limitations on days and hours of irrigation use, and announced water shortages are accompanied by pleas to reduce consumption by set percentage amounts. Since most utility costs are fixed and by definition remain constant regardless of certain deviations in demand, the effect of lower water sales due to water shortages tend to require higher rates to support those fixed costs.



EFFICIENCIES

Potable water rates are also dependent on the extent a community has been able to use technology and effective management to achieve a high level of service at the lowest possible cost. Most communities are reporting the ability to accomplish more while relying on fewer resources. For example, many utilities have implemented automated meter reading (AMR) systems to reduce operating costs and increase meter reading accuracy. Implementation of supervisory control and data acquisition (SCADA) technology can increase system monitoring capabilities while lowering operating costs. Other efficiencies that can affect rates include minimizing unbilled water and exploring wholesale arrangements to sell excess capacity.



BUDGET POLICIES

The full accounting of indirect costs within a potable water utility can vary tremendously among various communities. For city and county utilities there are many supporting departments that may or may not be recognized in the budget process. Even when recognized, the cost of such support services may not be accurate. In one community such costs may be understated while in others they may be overstated due to budget pressures. In addition, many communities include a payment in lieu of taxes (PILOT), payment in lieu of franchise fees (PILOFF), or simply a transfer to the general fund. The amounts and methodology of such transfers vary considerably, and have a direct effect on utility rates.



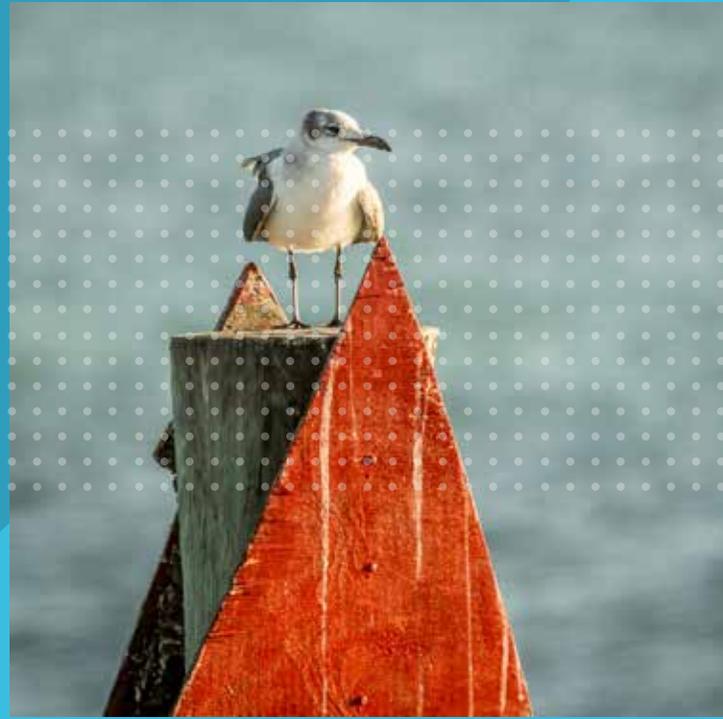
ACQUISITIONS AND CONTRIBUTIONS

A significant number of Florida utilities were initially constructed to minimum standards by the primary land developer in order to support land sales. Many of these utilities were subsequently acquired by local governments at prices that included contributions made by existing customers. The inclusion of these customer contributions in the acquisition price was determined to be appropriate by the Florida Supreme Court. These acquisitions together with costs incurred for upgrading the utility to municipal standards is another factor contributing to rate levels.



POLITICAL ACTION

The local political climate will have an effect on utility rates. Policymakers generally desire to have rates at a minimum level, or at least avoid rate increases, while still maintaining quality service. However, if a community values redundancy in its service or extra protection for its water supply, then it may be willing to have slightly higher rates, if necessary. Often this must be accomplished by careful planning and occasional modest rate adjustments. Many communities in the survey indicate that rates are indexed annually to an inflation index or by an established inflation percentage. However, there is often very strong resistance to rate increases until utility assets begin failing, or regulatory mandates dictate the implementation of costly upgrades. Localized political pressures will affect rates either directly or indirectly.



OVERVIEW *of the Survey*

The 2014 Survey provides data on more than 170 public water and/or wastewater service providers throughout Florida.

A benchmark of 4,000 gallons per month is used as a representation of indoor usage levels. This amount equates to an average demand of 131 gallons per day. A secondary benchmark of 8,000 gallons, or 263 gallons per day, has also been used in order to provide additional information for higher levels of service. Most utilities measure metered water use in terms of gallon increments. Approximately 3% of surveyed utilities report metered water use in terms of hundreds of cubic feet (ccf) rather than thousands of gallons. For these utilities, the usage rate data was calculated based on 5.35 ccf and 10.70 ccf of monthly usage which corresponds to 4,000 gallons and 8,000 gallons per month based on 748 gallons per ccf.

Keeping in mind the narrative included earlier in this survey regarding the various reasons why water and wastewater rates vary among communities, the distribution of monthly bills at 4,000 gallons from lowest to highest is shown in Figure A.

As shown in Figure A, the average combined monthly water and wastewater bill for 4,000 gallons is \$55.98 excluding utility taxes. There is a wide distribution of residential water and wastewater bills at the 4,000-gallon usage level. As noted earlier, there are numerous reasons why utility rates are different among service providers. The average combined bill for these same utilities is \$86.40 for 8,000 gallons, as illustrated in Figure B.

FIGURE A:
COMBINED MONTHLY WATER & WASTEWATER BILL AT 4,000 GALLONS

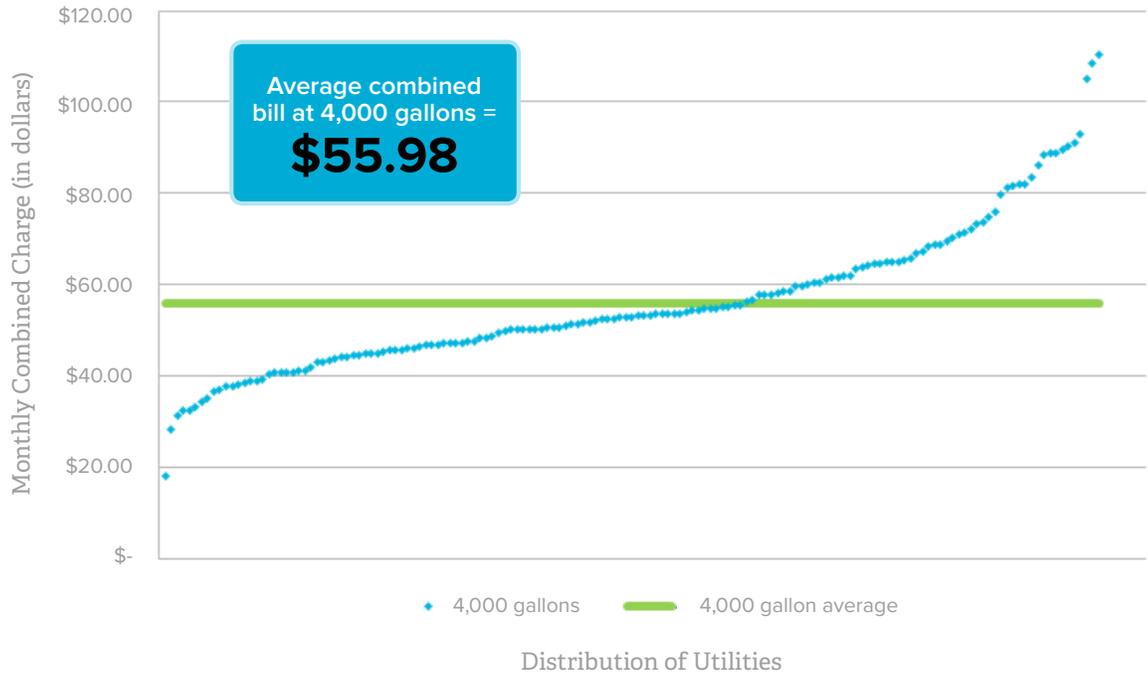


FIGURE B:
COMBINED MONTHLY WATER & WASTEWATER BILL AT 8,000 GALLONS



**FIGURE C:
GEOGRAPHICAL AREAS**



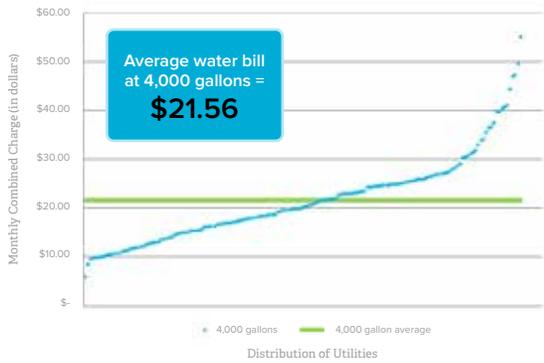
**FIGURE D:
SUMMARY RESULTS BY AREA**

Figure D provides a breakdown of the number of utilities and average bills for each geographic area.

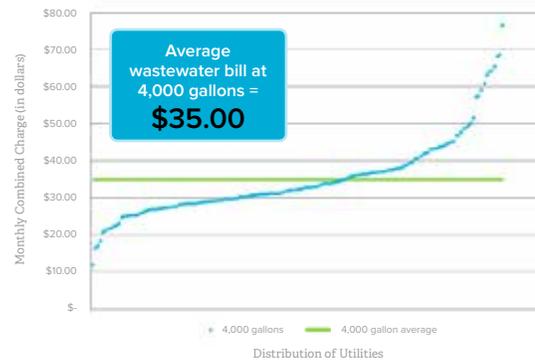
AREA	COMBINED MONTHLY WATER AND WASTEWATER BILL				MONTHLY WATER BILL				MONTHLY WASTEWATER BILL			
	Minimum Bill	4,000 Gallons	8,000 Gallons	Surveyed Utilities	Minimum Bill	4,000 Gallons	8,000 Gallons	Surveyed Utilities	Minimum Bill	4,000 Gallons	8,000 Gallons	Surveyed Utilities
1	\$30.18	\$55.41	\$85.77	34	\$14.95	\$24.10	\$36.82	38	\$17.71	\$34.20	\$52.40	37
2	\$36.80	\$72.64	\$108.69	18	\$14.84	\$29.57	\$46.73	18	\$21.96	\$43.06	\$61.95	18
3	\$28.02	\$53.41	\$85.27	62	\$10.37	\$19.17	\$31.63	65	\$17.75	\$34.23	\$53.79	65
4	\$32.54	\$52.91	\$77.81	18	\$12.96	\$21.35	\$32.81	19	\$19.55	\$31.98	\$45.96	18
5	\$31.76	\$53.19	\$79.93	24	\$11.34	\$18.50	\$28.82	27	\$20.60	\$34.55	\$51.06	24

Additional graphs and data for the water and wastewater portions of the surveyed utilities are shown below.

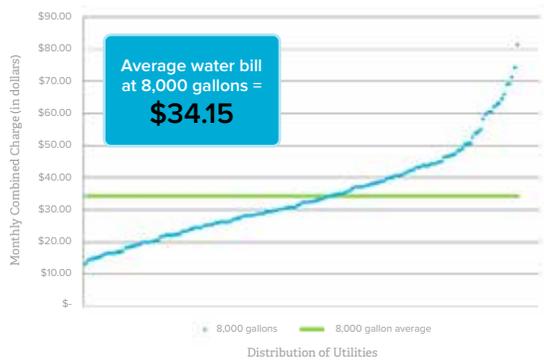
**FIGURE E:
MONTHLY WATER CHARGES
AT 4,000 GALLONS**



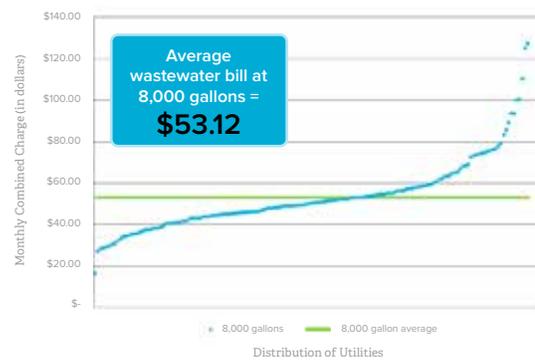
**FIGURE F:
MONTHLY WASTEWATER CHARGES
AT 4,000 GALLONS**



**FIGURE G:
MONTHLY WATER CHARGES
AT 8,000 GALLONS**



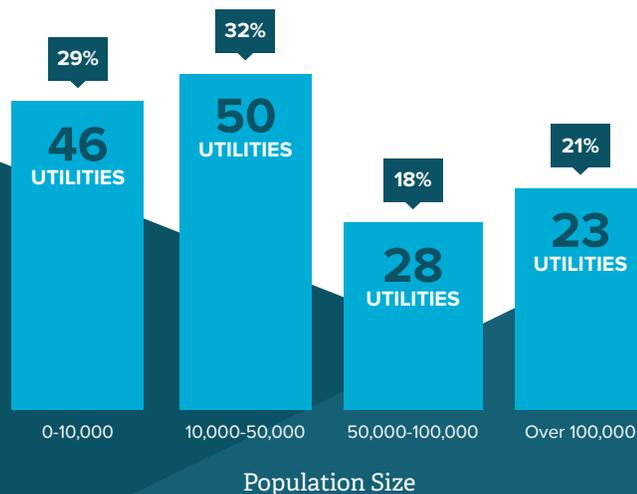
**FIGURE H:
MONTHLY WASTEWATER CHARGES
AT 8,000 GALLONS**



**FIGURE I:
SURVEYED UTILITIES BY
POPULATION SIZE (WATER)**

**SURVEYED UTILITIES
BY POPULATION SIZE**

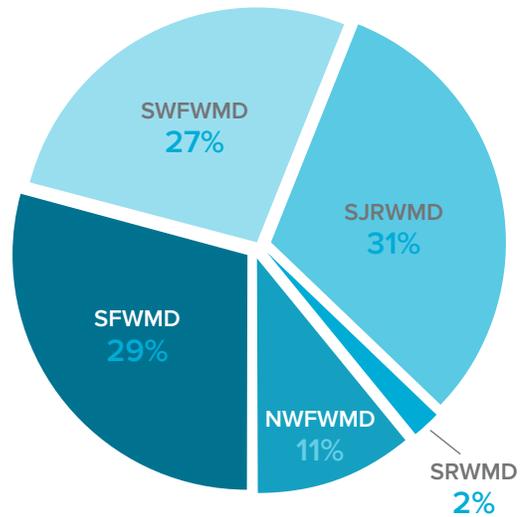
The survey includes a distribution of utilities of various size and location. The distribution of surveyed utilities by population size is shown in Figure I.



SURVEYED UTILITIES BY WATER MANAGEMENT DISTRICT

Consumption use permits for potable water use are governed by the five water management districts throughout Florida. The survey respondents by water management district are shown in the following tables.

FIGURE J:
SURVEYED WATER UTILITIES BY WATER MANAGEMENT DISTRICT



NORTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Alligator Point Water Resources District	City of Marianna	City of Wewahitchka
Bay County	City of Parker	Destin Water Users
City of Apalachicola	City of Port St. Joe	Emerald Coast Utilities Authority
City of Chattahoochee	City of Sopchoppy	Okaloosa County
City of Fort Walton Beach	City of St. Marks	South Santa Rosa Utility System
City of Gulf Breeze	City of Tallahassee	South Walton Utility Company

SOUTH FLORIDA WATER MANAGEMENT DISTRICT

Bonita Springs Utilities, Inc.	City of Marathon	Collier County
Broward County	City of Margate	Florida Keys Aqueduct Authority
City of Boca Raton	City of Miami Beach	Fort Pierce Utilities Authority
City of Boynton Beach	City of Miramar	Martin County
City of Cape Coral	City of Naples	Miami Dade County
City of Cooper City	City of North Lauderdale	Okeechobee Utility Authority
City of Coral Springs	City of North Miami	Palm Beach County
City of Dade City	City of North Miami Beach	Reedy Creek Improvement District
City of Deerfield Beach	City of Pembroke Pines	Toho Water Authority
City of Delray Beach	City of Plantation	Town of Hillsboro Beach
City of Ft Lauderdale	City of Pompano Beach	Town of Jupiter
City of Hallandale Beach	City of Port St. Lucie	Town of Lake Clarke Shores
City of Hollywood	City of Sunrise	Town of Lantana
City of Homestead	City of Tamarac	Town of Mangonia Park
City of Key West	City of West Palm Beach	Village of Islamorada
City of Labelle	City of Wilton Manors	Village of Tequesta

SOUTHWEST FLORIDA WATER MANAGEMENT DISTRICT

Charlotte County	City of Largo	City of Winter Haven
City of Auburndale	City of New Port Richey	City of Zephyrhills
City of Bartow	City of North Port	Hernando County
City of Belleair Beach	City of Oldsmar	Hillsborough County
City of Bowling Green	City of Palmetto	Lee County
City of Bradenton	City of Plant City	Little Sumter Service Area
City of Brooksville	City of Punta Gorda	Manatee County
City of Clearwater	City of Safety Harbor	Pasco County
City of Crystal River	City of Sarasota	Pinellas County
City of Dunedin	City of St. Petersburg	Polk County
City of Eagle Lake	City of Tampa	Sarasota County
City of Frostproof	City of Tarpon Springs	Town of Belleair
City of Lake Alfred	City of Treasure Island	Town of Lake Placid
City of Lake Wales	City of Venice	Town of Longboat Key
City of Lakeland	City of Williston	Town of Zolfo Springs

ST. JOHNS RIVER WATER MANAGEMENT DISTRICT

City of Altamonte Springs	City of Minneola	Flagler County
City of Atlantic Beach	City of Mount Dora	Gainesville Regional Utilities
City of Belleview	City of Ocala	Indian River County
City of Cape Canaveral	City of Ocoee	JEA
City of Casselberry	City of Ormond Beach	Marion County
City of Clermont	City of Oviedo	Orange County
City of Cocoa	City of Palatka	Orlando Utilities Commission
City of Crescent City	City of Palm Bay	Seminole County
City of Daytona Beach	City of Palm Coast	St. Johns County - Main System
City of DeLand	City of Port Orange	St. Johns County - Ponte Vedra System
City of Deltona	City of Sanford	Town of Lady Lake
City of Eustis	City of St. Augustine	Town of Montverde
City of Fernandina Beach	City of Tavares	Town of Oakland
City of Groveland	City of Titusville	Town of Orange Park
City of Leesburg	City of West Melbourne	Town of Ponce Inlet
City of Maitland	City of Winter Park	Village Center Service Area
City of Melbourne	City of Winter Springs	Volusia County

SUWANEE RIVER WATER MANAGEMENT DISTRICT

City of Alachua	City of Archer	Town of Bronson
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Additional Results

A table of the detailed survey results is provided at the end of this narrative. All utilities surveyed have a combination of a fixed monthly charge and a separate variable charge based on the amount of metered water use as their primary revenue generation mechanism. Most water management district consumption use permits require utilities to have a conservation rate structure (multiple variable rate blocks that are “inverted” or increase at higher usage amounts) to reduce water consumption. The survey identified that approximately 10% of utilities surveyed do not have an inverted conservation rate structure. Certain other characteristics of surveyed utilities include the following:

- » Monthly minimum water bill
- » Monthly minimum combined bill
- » First water usage rate block
- » Fixed portion of combined bill by area
- » Wastewater residential billing cap



MONTHLY MINIMUM BILLS

The average combined monthly minimum water and wastewater bill (i.e., the lowest possible residential bill) for all surveyed utilities is \$30.62. The distribution of the minimum water bills is shown in Figures K, L, and M.

FIGURE K:
MONTHLY MINIMUM COMBINED BILL

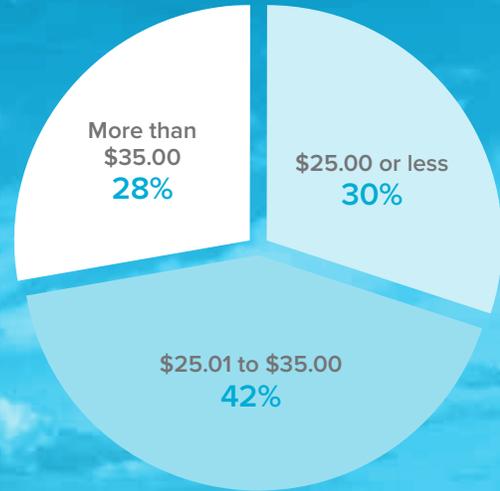


FIGURE L:
MONTHLY MINIMUM WATER BILL



FIGURE M:
MONTHLY MINIMUM WASTEWATER BILL



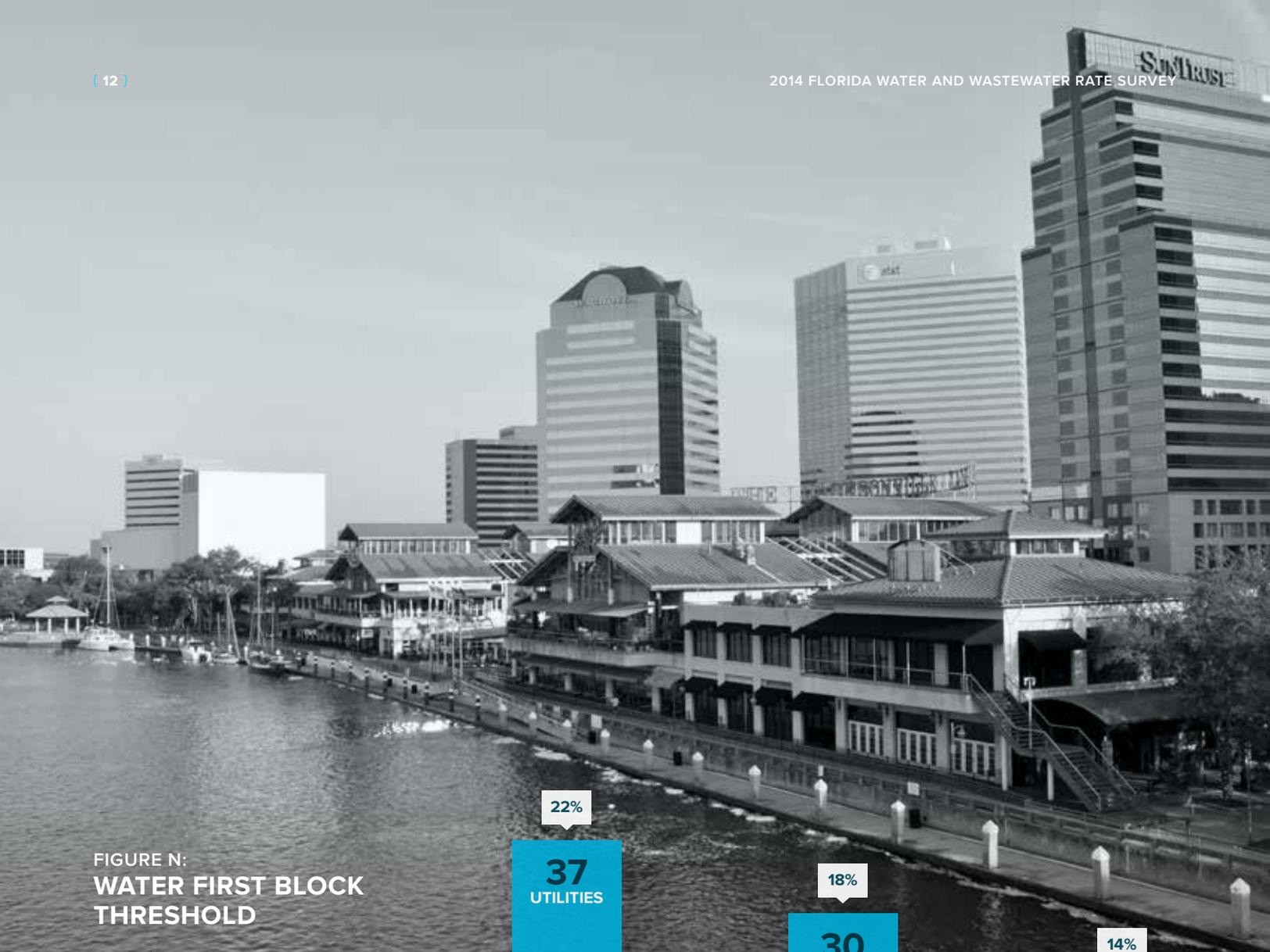
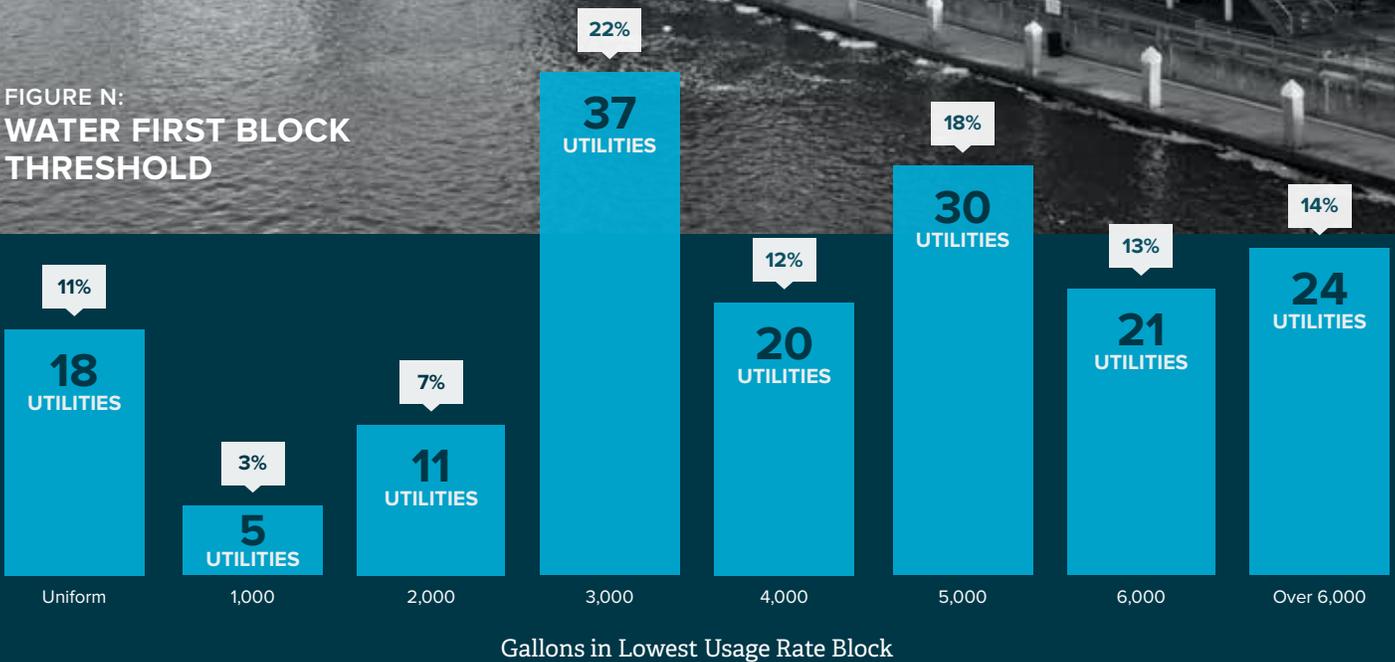


FIGURE N:
WATER FIRST BLOCK
THRESHOLD



FIRST WATER USAGE RATE BLOCK

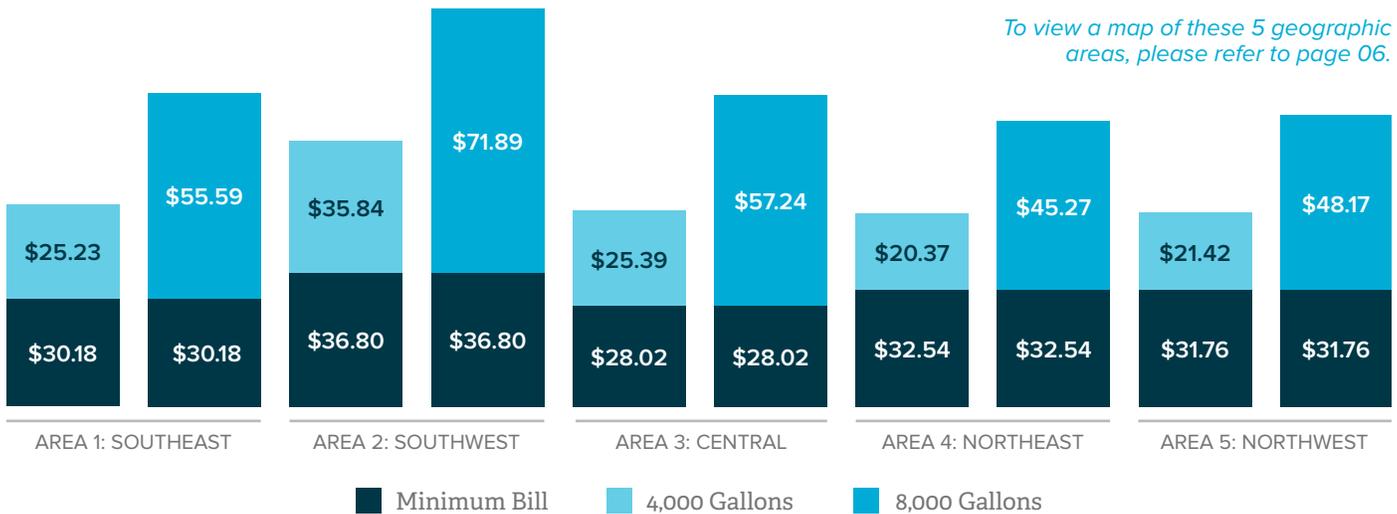
Many utilities have multiple usage blocks (tiered blocks) for charging water rates to residential customers. The amount of water within the first block is usually related to indoor usage or a local affordability threshold. Figure N illustrates the distribution of utilities by the gallons included in the first usage block. The utilities that do not have tiered water rates are indicated above as “Uniform.”

FIXED PORTION OF COMBINED WATER AND WASTEWATER BILLS

Fixed cost recovery is an important indicator of financial stability, especially considering recent trends in declining water use. Figure O provides the amount of cost recovery for bills at 4,000 and 8,000 gallons. It is important to note that the greater amount of costs recovered from the fixed monthly charge and initial usage block the greater the revenue stability. While fixed costs of a typical utility are 80% to 90% of total costs, the survey results show that the fixed charge comprises between 51% and 60% of the average 4,000-gallon bill and comprises between 33% and 42% within an 8,000-gallon bill. For a map of the geographic areas, please refer to page O6.

**FIGURE O:
FIXED PORTION OF COMBINED BILLS BY AREA**

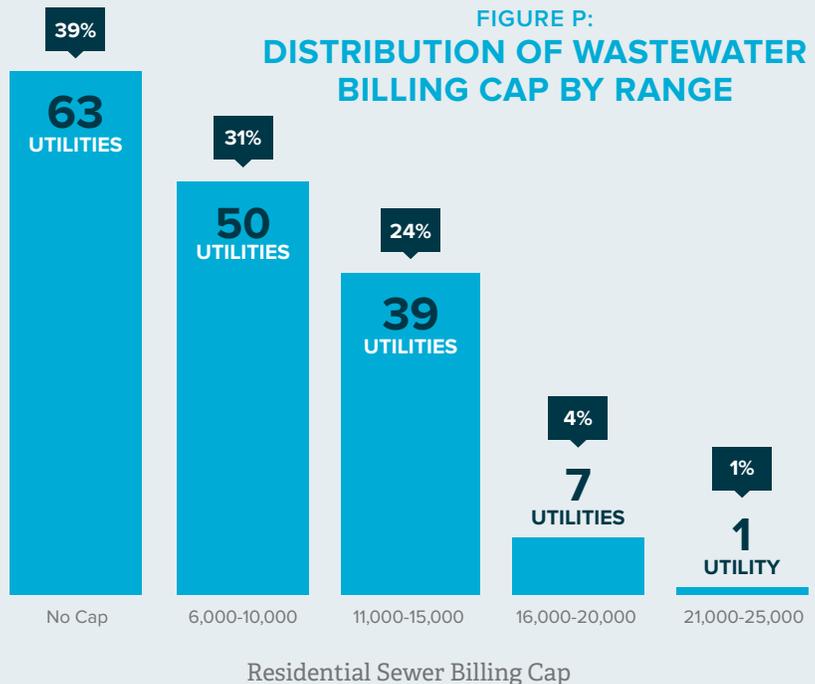
To view a map of these 5 geographic areas, please refer to page O6.



WASTEWATER RESIDENTIAL BILLING CAP

Since volumetric wastewater usage is billed based on the customer’s water metering readings, many wastewater utilities recognize that there is a practical limit of how much water is returned through the wastewater system. Based on the theory that metered water used for irrigation and other outdoor uses does not enter the wastewater system, utilities often provide a billing threshold or billing cap for residential wastewater usage charges. Figure P provides the distribution of various billing caps among the surveyed wastewater utilities.

**FIGURE P:
DISTRIBUTION OF WASTEWATER BILLING CAP BY RANGE**



SURVEY RESULTS

COUNTY	UTILITY NAME	APPROX. SERVICE POP.	REGION	WMD	RATES EFFECTIVE DATE	UNITS	COMBINED CHARGE		
							MINIMUM CHARGE	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)
ALACHUA	City of Alachua	9,900	4	SRWMD	10/14/13	GAL	\$17.55	\$44.71	\$73.91
	City of Archer	1,118	4	SRWMD	1/1/14	GAL	N/A	N/A	N/A
	Gainesville Regional Utilities	187,100	4	SJRWMD	10/1/13	GAL	\$16.85	\$49.45	\$84.95
BAY	City of Parker	2,400	5	NFWWMD	10/1/13	GAL	\$31.19	\$74.83	\$118.47
	Bay County	6,000	5	NFWWMD	3/18/14	GAL	\$45.19	\$88.60	\$133.72
BREVARD	City of Cape Canaveral	9,954	3	SJRWMD	10/1/13	GAL	N/A	N/A	N/A
	City of West Melbourne	19,000	3	SJRWMD	11/1/13	GAL	\$26.75	\$68.84	\$111.98
	City of Palm Bay	96,895	3	SJRWMD	10/1/13	GAL	\$30.62	\$64.66	\$101.88
	City of Titusville	21,238	3	SJRWMD	9/17/13	GAL	\$21.45	\$59.73	\$102.27
	City of Cocoa	274,127	3	SJRWMD	10/1/13	GAL	\$26.08	\$61.44	\$101.84
	City of Melbourne	150,000	3	SJRWMD	10/1/13	GAL	\$18.79	\$62.07	\$105.35
BROWARD	City of Margate	58,312	1	SFWMD	10/1/11	GAL	\$39.86	\$53.34	\$68.50
	City of Sunrise	213,546	1	SFWMD	10/1/13	GAL	\$41.25	\$68.17	\$95.09
	City of Pompano Beach	79,900	1	SFWMD	1/1/11	GAL	\$24.79	\$44.83	\$64.87
	City of Cooper City	32,500	1	SFWMD	10/1/13	GAL	\$36.65	\$59.57	\$83.81
	City of Wilton Manors	12,000	1	SFWMD	10/1/13	GAL	\$44.32	\$81.84	\$119.36
	City of Fort Lauderdale	170,065	1	SFWMD	10/1/13	GAL	\$14.61	\$40.76	\$85.24
	Town of Hillsboro Beach	3,000	1	SFWMD	1/1/11	GAL	N/A	N/A	N/A
	City of North Lauderdale	42,000	1	SFWMD	3/1/11	GAL	\$35.46	\$62.06	\$88.66
	City of Hallandale Beach	6,600	1	SFWMD	10/1/13	GAL	\$36.00	\$54.42	\$74.66
	City of Pembroke Pines	150,000	1	SFWMD	10/1/13	GAL	\$29.01	\$38.91	\$78.51
	City of Hollywood	140,000	1	SFWMD	11/1/13	CCF	\$13.24	\$65.23	\$130.12
	Broward County	293,000	1	SFWMD	10/1/12	GAL	\$32.33	\$52.64	\$82.64
	City of Miramar		1	SFWMD	10/1/13	GAL	\$28.19	\$52.71	\$78.97
	City of Plantation	85,100	1	SFWMD		GAL	\$24.95	\$46.55	\$71.43
	City of Tamarac		1	SFWMD	10/1/13	GAL	\$29.01	\$54.53	\$84.01
	City of Deerfield Beach		1	SFWMD	3/1/08	GAL	\$25.98	\$47.42	\$70.90
	City of Coral Springs	12,000	1	SFWMD	1/1/14	GAL	\$30.09	\$50.05	\$73.05
	CHARLOTTE	City of Punta Gorda	35,176	2	SFWWMD	10/1/10	GAL	\$39.42	\$58.50
Charlotte County		142,831	2	SFWWMD	10/1/10	GAL	\$49.47	\$83.59	\$119.11
CITRUS	City of Crystal River	2,485	3	SFWWMD	10/1/13	GAL	\$22.56	\$52.16	\$84.19
CLAY	Town of Orange Park	2,945	4	SJRWMD	10/1/13	GAL	\$39.31	\$65.11	\$93.07
COLLIER	City of Naples	72,000	2	SFWMD	10/1/13	GAL	\$26.27	\$46.67	\$67.59
	Collier County	200,000	2	SFWMD	10/1/12	GAL	\$44.57	\$69.41	\$97.91
	Golden Gate	8,750	2		10/1/12	GAL	\$59.85	\$110.37	\$148.53
DUVAL	City of Atlantic Beach	23,000	4	SJRWMD	10/1/10	GAL	\$29.43	\$45.46	\$72.23
	JEA	916,507	4	SJRWMD	10/1/12	GAL	\$26.70	\$50.18	\$79.16
ESCAMBIA	Emerald Coast Utilities Authority	222,000	5	NFWWMD	10/1/13	GAL	\$22.84	\$44.82	\$80.06
FLAGLER	Flagler County Utilities	522	4	SJRWMD	4/3/06	GAL	\$43.30	\$88.34	\$133.38
	City of Palm Coast	78,970	4	SJRWMD	10/1/13	GAL	\$29.88	\$61.64	\$94.60
FRANKLIN	City of Apalachicola	1,540	5	NFWWMD	10/20/13	GAL	\$22.28	\$50.16	\$78.04
	Alligator Point Water Resources District	1,500	5	NFWWMD	6/21/03	GAL	N/A	N/A	N/A

UTILITY NAME	WATER CHARGE				WASTEWATER CHARGE				
	MINIMUM CHARGE	MINIMUM GALLONS INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	MINIMUM CHARGE	MIN GAL INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	RES. CAP (GAL)
City of Alachua	\$8.20	-	\$15.04	\$23.92	\$9.35	-	\$29.67	\$49.99	-
City of Archer	\$12.38	-	\$29.05	\$50.21	N/A	N/A	N/A	N/A	N/A
Gainesville Regional Utilities	\$9.00	-	\$18.20	\$30.30	\$7.85	-	\$31.25	\$54.65	-
City of Parker	\$8.52	-	\$25.32	\$42.12	\$22.67	-	\$49.51	\$76.35	-
Bay County	\$16.40	-	\$24.33	\$33.97	\$28.79	-	\$64.27	\$99.75	-
City of Cape Canaveral	N/A	N/A	N/A	N/A	\$17.54	-	\$37.98	\$58.42	-
City of West Melbourne	\$14.00	-	\$36.65	\$60.35	\$12.75	-	\$32.19	\$51.63	-
City of Palm Bay	\$13.22	-	\$27.14	\$44.24	\$17.40	-	\$37.52	\$57.64	10,000
City of Titusville	\$8.73	-	\$20.05	\$35.63	\$12.72	-	\$39.68	\$66.64	15,000
City of Cocoa	\$13.26	-	\$24.30	\$40.38	\$12.82	-	\$37.14	\$61.46	12,000
City of Melbourne	\$7.58	-	\$24.90	\$42.22	\$11.21	-	\$37.17	\$63.13	-
City of Margate	\$11.26	-	\$24.74	\$39.90	\$28.60	-	\$28.60	\$28.60	-
City of Sunrise	\$17.03	-	\$30.39	\$43.75	\$24.22	-	\$37.78	\$51.34	16,000
City of Pompano Beach	\$12.88	-	\$21.84	\$30.80	\$11.91	-	\$22.99	\$34.07	10,000
City of Cooper City	\$11.59	-	\$23.07	\$35.87	\$25.06	-	\$36.50	\$47.94	10,000
City of Wilton Manors	\$31.55	-	\$46.95	\$62.35	\$12.77	-	\$34.89	\$57.01	15,000
City of Fort Lauderdale	\$5.92	-	\$15.37	\$31.45	\$8.69	-	\$25.39	\$53.79	20,000
Town of Hillsboro Beach	\$24.00	2,000	\$30.80	\$44.40	N/A	N/A	N/A	N/A	N/A
City of North Lauderdale	\$12.61	-	\$24.85	\$37.09	\$22.85	-	\$37.21	\$51.57	-
City of Hallandale Beach	\$19.00	-	\$23.26	\$28.65	\$17.00	-	\$31.16	\$46.01	-
City of Pembroke Pines	\$12.72	3,000	\$17.67	\$37.47	\$16.29	3,000	\$21.24	\$41.04	-
City of Hollywood	\$6.76	-	\$20.50	\$47.13	\$6.48	-	\$44.73	\$82.99	14,960
Broward County	\$14.89	-	\$21.48	\$37.76	\$17.44	-	\$31.16	\$44.88	15,000
City of Miramar	\$12.99	-	\$23.31	\$35.37	\$15.20	-	\$29.40	\$43.60	-
City of Plantation	\$11.50	-	\$18.02	\$27.82	\$13.45	-	\$28.53	\$43.61	-
City of Tamarac	\$11.19	-	\$18.47	\$29.71	\$17.82	-	\$36.06	\$54.30	12,000
City of Deerfield Beach	\$15.00	-	\$25.60	\$38.24	\$10.98	-	\$21.82	\$32.66	12,000
City of Coral Springs	\$11.35	-	\$17.03	\$25.75	\$18.74	-	\$33.02	\$47.30	-
City of Punta Gorda	\$14.18	999	\$27.38	\$40.58	\$25.24	999	\$31.12	\$37.00	10,000
Charlotte County	\$21.77	-	\$40.45	\$60.53	\$27.70	-	\$43.14	\$58.58	10,000
City of Crystal River	\$7.73	-	\$17.61	\$29.92	\$14.83	-	\$34.55	\$54.27	-
Town of Orange Park	\$17.42	-	\$26.14	\$37.02	\$21.89	-	\$38.97	\$56.05	12,000
City of Naples	\$8.39	-	\$13.83	\$19.79	\$17.88	-	\$32.84	\$47.80	10,000
Collier County	\$17.63	-	\$27.31	\$40.65	\$26.94	-	\$42.10	\$57.26	15,000
Golden Gate	\$25.97	-	\$49.45	\$74.09	\$33.88	-	\$60.92	\$74.44	6,000
City of Atlantic Beach	\$8.97	-	\$14.47	\$24.23	\$20.46	-	\$30.99	\$48.00	13,000
JEA	\$12.60	-	\$16.32	\$23.38	\$14.10	-	\$33.86	\$55.78	20,000
Emerald Coast Utilities Authority	\$10.68	-	\$19.40	\$28.12	\$12.16	2,000	\$25.42	\$51.94	15,000
Flagler County Utilities	\$28.88	-	\$55.04	\$81.20	\$14.42	-	\$33.30	\$52.18	-
City of Palm Coast	\$15.08	-	\$31.44	\$49.00	\$14.80	-	\$30.20	\$45.60	8,000
City of Apalachicola	\$8.35	-	\$20.91	\$33.47	\$13.93	-	\$29.25	\$44.57	-
Alligator Point Water Resources District	\$15.00	-	\$23.00	\$32.50	N/A	N/A	N/A	N/A	N/A

COUNTY	UTILITY NAME	APPROX. SERVICE POP.	REGION	WMD	RATES EFFECTIVE DATE	UNITS	COMBINED CHARGE		
							MINIMUM CHARGE	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)
GADSDEN	City of Chattahoochee	1,051	5	NFWWMD	1/1/07	GAL	\$27.30	\$43.99	\$60.68
GULF	City of Wewahitchka	1,000	5	NFWWMD	10/5/05	GAL	\$41.65	\$48.40	\$79.90
GULF	City of Port St. Joe	6,406	5	NFWWMD	10/1/13	GAL	\$51.70	\$91.24	\$138.70
HARDEE	City of Bowling Green	972	3	SWFWMD	1/1/14	GAL	\$40.89	\$40.89	\$47.69
	Town of Zolfo Springs	1,800	3	SWFWMD	4/17/14	GAL	\$38.01	\$54.55	\$87.59
HENDRY	City of LaBelle	6,000	1	SFWMD	4/10/14	GAL	\$48.77	\$73.17	\$97.57
HERNANDO	City of Brooksville	12,500	3	SWFWMD	10/31/13	GAL	\$44.59	\$50.74	\$75.34
	Hernando County	162,000	3	SWFWMD	10/1/13	GAL	\$20.50	\$37.54	\$55.15
HIGHLANDS	Town of Lake Placid	7,977	3	SWFWMD	8/1/08	GAL	\$32.00	\$53.60	\$75.20
HILLSBOROUGH	City of Tampa	591,000	3	SWFWMD	10/1/11	CCF	\$1.50	\$36.50	\$74.70
	Hillsborough County	378,760	3	SWFWMD	6/1/14	GAL	\$25.86	\$57.66	\$93.12
	City of Plant City	34,700	3	SWFWMD	10/1/13	GAL	\$22.48	\$50.36	\$79.80
	Mad Hatter	8,500	3		10/1/13	GAL	\$36.69	\$73.69	\$110.69
INDIAN RIVER	Indian River County	100,000	3	SJRWMD	10/1/99	GAL	\$24.92	\$45.38	\$67.93
JACKSON	City of Marianna	8,000	5	NFWWMD	7/15/10	GAL	\$29.15	\$52.47	\$75.79
LAKE	City of Eustis	34,400	5	SJRWMD	6/1/14	GAL	\$33.39	\$53.43	\$73.47
	City of Tavares	14,500	5	SJRWMD	10/1/13	GAL	\$34.61	\$52.71	\$73.50
	City of Groveland		5	SJRWMD		GAL	\$37.63	\$37.63	\$57.03
	City of Leesburg	20,000	5	SJRWMD	10/1/13	GAL	\$30.77	\$40.74	\$51.60
	Town of Montverde	1,500	5	SJRWMD		GAL	N/A	N/A	N/A
	Town of Lady Lake	6,085	5	SJRWMD	10/1/13	GAL	\$26.97	\$50.75	\$76.66
	City of Mount Dora	30,400	5	SJRWMD	4/1/14	CCF	\$33.76	\$50.29	\$66.82
	City of Clermont	33,000	5	SJRWMD	10/1/13	GAL	\$20.30	\$32.50	\$44.70
	City of Minneola		5	SJRWMD		GAL	\$22.40	\$40.94	\$63.63
LEE	Bonita Springs Utilities, Inc.	51,000	2	SFWMD	9/1/10	GAL	\$40.65	\$70.09	\$101.09
	Lee County	331,331	2	SWFWMD	10/1/13	GAL	\$31.86	\$67.02	\$103.78
	Lehigh Acres	32,000	2		10/1/12	GAL	\$38.65	\$93.13	\$132.53
	North Fort Myers	5,000	2		10/1/13	GAL	\$29.27	\$89.59	\$134.01
	City of Cape Coral	150,000	2	SFWMD	10/1/13	GAL	\$38.39	\$90.15	\$143.86
LEON	City of Tallahassee	248,000	5	NFWWMD	4/1/14	GAL	\$26.62	\$50.23	\$78.04
LEVY	Town of Bronson	1,200	4	SRWMD	11/1/13	GAL	\$20.00	\$31.10	\$57.42
	City of Williston	3,100	4	SWFWMD	10/20/05	GAL	\$31.00	\$35.00	\$42.60
MANATEE	Manatee County	283,232	2	SWFWMD	11/1/12	GAL	\$26.95	\$51.59	\$77.19
	City of Bradenton	50,389	2	SWFWMD	10/1/13	GAL	\$33.75	\$53.15	\$83.11
	Town of Longboat Key	18,810	2	SWFWMD	4/1/13	GAL	\$29.84	\$61.04	\$89.46
	City of Palmetto	12,000	2	SWFWMD	10/1/14	GAL	\$20.80	\$50.91	\$83.51
MARION	Marion County Utilities	63,156	4	SJRWMD	10/1/12	GAL	\$33.91	\$60.59	\$77.01
	City of Ocala	65,000	4	SJRWMD	1/1/08	CCF	\$31.52	\$47.03	\$62.55
	City of Belleview	8,500	4	SJRWMD	11/1/13	GAL	\$29.17	\$49.85	\$71.63
MARTIN	Martin County Utilities	89,575	1	SFWMD	10/1/13	GAL	\$33.20	\$58.08	\$82.96
MIAMI-DADE	City of North Miami Beach	170,000	1	SFWMD	10/1/13	GAL	\$29.99	\$65.55	\$101.45
	Miami Dade County	2,500,000	1	SFWMD	10/1/13	GAL	\$6.45	\$17.85	\$59.06
	City of Miami Beach		1	SFWMD	10/1/09	GAL	\$21.80	\$47.16	\$85.60
	City of North Miami		1	SFWMD	10/1/13	GAL	\$27.71	\$51.39	\$77.26
	City of Homestead	60,500	1	SFWMD	12/1/10	GAL	\$21.21	\$36.76	\$53.24

UTILITY NAME	WATER CHARGE				WASTEWATER CHARGE				
	MINIMUM CHARGE	MINIMUM GALLONS INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	MINIMUM CHARGE	MIN GAL INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	RES. CAP (GAL)
City of Chattahoochee	\$7.00	-	\$11.28	\$15.56	\$20.30	-	\$32.71	\$45.12	12,000
City of Wewahitchka	\$13.50	2,500	\$20.25	\$38.25	\$28.15	5,000	\$28.15	\$41.65	-
City of Port St. Joe	\$24.12	-	\$39.62	\$63.04	\$27.58	-	\$51.62	\$75.66	-
City of Bowling Green	\$11.92	4,000	\$11.92	\$18.72	\$28.97	8,000	\$28.97	\$28.97	-
Town of Zolfo Springs	\$10.47	-	\$17.06	\$30.22	\$27.54	-	\$37.49	\$57.37	-
City of LaBelle	\$29.23	-	\$44.39	\$59.55	\$19.54	-	\$28.78	\$38.02	8,000
City of Brooksville	\$20.85	3,000	\$23.16	\$32.40	\$23.74	3,000	\$27.58	\$42.94	-
Hernando County	\$5.65	-	\$9.89	\$14.70	\$14.85	-	\$27.65	\$40.45	10,000
Town of Lake Placid	\$13.00	-	\$22.60	\$32.20	\$19.00	-	\$31.00	\$43.00	-
City of Tampa	\$1.50	-	\$11.30	\$24.30	\$-	-	\$25.20	\$50.40	-
Hillsborough County	\$12.37	-	\$26.81	\$44.91	\$13.49	-	\$30.85	\$48.21	8,000
City of Plant City	\$7.04	-	\$13.68	\$21.88	\$15.44	-	\$36.68	\$57.92	15,000
Mad Hatter	\$20.51	-	\$34.23	\$47.95	\$16.18	-	\$39.46	\$62.74	8,000
Indian River County	\$9.05	-	\$18.07	\$29.18	\$15.87	-	\$27.31	\$38.75	12,000
City of Marianna	\$9.00	-	\$17.00	\$25.00	\$20.15	-	\$35.47	\$50.79	-
City of Eustis	\$9.96	-	\$18.28	\$26.60	\$23.43	-	\$35.15	\$46.87	10,000
City of Tavares	\$15.57	-	\$20.79	\$28.70	\$19.04	-	\$31.92	\$44.80	14,000
City of Groveland	\$10.50	4,000	\$10.50	\$21.50	\$27.13	4,000	\$27.13	\$35.53	-
City of Leesburg	\$8.37	-	\$12.12	\$16.78	\$22.40	-	\$28.61	\$34.83	15,000
Town of Montverde	\$11.12	2,999	\$15.01	\$30.57	N/A	N/A	N/A	N/A	N/A
Town of Lady Lake	\$11.47	-	\$21.05	\$32.76	\$15.50	-	\$29.70	\$43.90	-
City of Mount Dora	\$6.82	-	\$11.58	\$16.34	\$26.94	-	\$38.71	\$50.48	10,472
City of Clermont	\$5.48	-	\$9.88	\$14.28	\$14.82	-	\$22.62	\$30.42	16,000
City of Minneola	\$7.00	2,000	\$10.70	\$18.55	\$15.40	-	\$30.24	\$45.08	15,000
Bonita Springs Utilities, Inc.	\$12.17	-	\$26.81	\$43.01	\$28.48	-	\$43.28	\$58.08	16,000
Lee County	\$12.31	-	\$25.11	\$39.51	\$19.55	-	\$41.91	\$64.27	9,000
Lehigh Acres	\$14.42	-	\$35.54	\$58.26	\$24.23	-	\$57.59	\$74.27	6,000
North Fort Myers	\$12.11	-	\$40.63	\$69.15	\$17.16	-	\$48.96	\$64.86	6,000
City of Cape Coral	\$17.32	-	\$32.92	\$50.47	\$21.07	-	\$57.23	\$93.39	-
City of Tallahassee	\$9.87	2,500	\$12.08	\$18.49	\$16.75	-	\$38.15	\$59.55	-
Town of Bronson	\$8.00	2,000	\$14.00	\$28.22	\$12.00	2,000	\$17.10	\$29.20	-
City of Williston	\$6.00	-	\$10.00	\$14.60	\$25.00	5,000	\$25.00	\$28.00	-
Manatee County	\$7.96	-	\$15.64	\$24.28	\$18.99	-	\$35.95	\$52.91	10,000
City of Bradenton	\$13.62	999	\$23.47	\$37.19	\$20.13	999	\$29.68	\$45.92	25,000
Town of Longboat Key	\$14.14	-	\$23.06	\$34.77	\$15.70	-	\$37.98	\$54.69	7,000
City of Palmetto	\$7.13	-	\$25.85	\$46.13	\$13.67	-	\$25.06	\$37.38	12,000
Marion County Utilities	\$12.25	-	\$16.85	\$22.23	\$21.66	-	\$43.74	\$54.78	6,000
City of Ocala	\$9.20	-	\$13.05	\$16.90	\$22.32	-	\$33.98	\$45.65	9,724
City of Belleview	\$9.70	-	\$18.30	\$27.33	\$19.47	-	\$31.55	\$44.30	-
Martin County Utilities	\$16.30	-	\$24.70	\$33.10	\$16.90	-	\$33.38	\$49.86	10,000
City of North Miami Beach	\$9.78	-	\$21.54	\$33.64	\$20.21	-	\$44.01	\$67.81	-
Miami Dade County	\$3.20	-	\$5.95	\$20.50	\$3.25	-	\$11.90	\$38.56	-
City of Miami Beach	\$21.80	5,000	\$21.80	\$34.88	\$-	-	\$25.36	\$50.72	-
City of North Miami	\$11.98	-	\$19.22	\$28.65	\$15.73	-	\$32.17	\$48.61	-
City of Homestead	\$7.01	-	\$10.52	\$14.96	\$14.20	-	\$26.24	\$38.28	-

COUNTY	UTILITY NAME	APPROX. SERVICE POP.	REGION	WMD	RATES EFFECTIVE DATE	UNITS	COMBINED CHARGE		
							MINIMUM CHARGE	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)
MONROE	Florida Keys Aqueduct Authority	73,300	1	SFWMD	5/1/14	GAL	N/A	N/A	N/A
	FKAA - Wastewater		1	SFWMD	5/1/14	GAL	N/A	N/A	N/A
	Village of Islamorada		1	SFWMD	10/1/13	GAL	N/A	N/A	N/A
	City of Marathon		1	SFWMD	10/1/12	GAL	N/A	N/A	N/A
	City of Key West		1	SFWMD	10/1/13	GAL	N/A	N/A	N/A
NASSAU	City of Fernandina Beach	20,157	4	SJRWMD	10/1/13	CCF	\$43.06	\$60.41	\$77.79
OKALOOSA	City of Fort Walton Beach	20,300	5	NWFWMD	10/1/13	GAL	\$27.30	\$44.18	\$80.22
	Destin Water Users	42,000	5	NWFWMD	1/1/14	GAL	\$37.17	\$53.69	\$70.96
	Okaloosa County	36,000	5	NWFWMD	10/1/13	GAL	\$28.75	\$53.66	\$81.18
OKEECHOBEE	Okeechobee Utility Authority	5,600	1	SFWMD	10/1/10	GAL	\$40.65	\$86.15	\$137.83
ORANGE	Oakland Water System	2,538	3	SJRWMD	10/1/13	GAL	N/A	N/A	N/A
	Orange County Utilities	582,612	3	SJRWMD	10/1/12	GAL	\$21.77	\$40.20	\$59.80
	Reedy Creek Improvement District	150,000	3	SFWMD	9/29/13	GAL	\$29.37	\$52.79	\$76.21
	City of Winter Park	45,000	3	SJRWMD	10/1/13	GAL	\$18.81	\$41.85	\$66.97
	Orlando Utilities Commission	342,000	3	SJRWMD	3/1/09	GAL	N/A	N/A	N/A
	City of Ocoee	36,700	3	SJRWMD	10/1/13	GAL	\$29.13	\$44.37	\$60.19
	City of Maitland	16,500	3	SJRWMD	10/1/11	GAL	\$21.95	\$41.05	\$62.01
OSCEOLA	Toho Water Authority	73,000	3	SFWMD	1/1/14	GAL	\$16.35	\$33.27	\$63.10
PALM BEACH	City of Boynton Beach	105,169	1	SFWMD	10/1/13	GAL	\$29.27	\$43.59	\$55.89
	Town of Jupiter	80,000	1	SFWMD	11/1/09	GAL	N/A	N/A	N/A
	Town of Lantana	10,000	1	SFWMD	10/1/13	GAL	\$32.69	\$55.53	\$80.26
	City of Delray Beach	65,000	1	SFWMD	10/1/09	GAL	\$33.76	\$48.58	\$67.14
	Palm Beach County	532,000	1	SFWMD	10/1/13	GAL	\$26.36	\$38.12	\$65.12
	Village of Tequesta	6,500	1	SFWMD	10/1/13	GAL	N/A	N/A	N/A
	Town of Mangonia Park		1	SFWMD	2/6/07	GAL	\$28.77	\$50.69	\$72.61
	Town of Lake Clarke Shores	1,655	1	SFWMD	10/1/13	GAL	N/A	N/A	N/A
	City of Boca Raton	84,400	1	SFWMD	10/1/13	GAL	\$23.92	\$32.43	\$35.48
	City of West Palm Beach	100,000	1	SFWMD	1/1/14	CCF	\$32.68	\$64.19	\$97.35
PASCO	Aloha Gardens	7,500	3		10/1/13	GAL	\$18.46	\$72.26	\$126.06
	City of Dade City	12,714	3	SFWMD	3/1/09	GAL	\$19.61	\$40.77	\$62.93
	City of Zephyrhills	21,000	3	SFWMD	10/1/13	GAL	\$16.62	\$38.58	\$63.78
	City of New Port Richey	10,000	3	SFWMD	10/1/13	GAL	\$19.62	\$45.50	\$73.48
	Pasco County		3	SFWMD	10/1/13	GAL	\$24.46	\$54.78	\$86.94
	Lindrick	7,500	3		4/1/13	GAL	\$37.32	\$108.36	\$179.40
PINELLAS	City of Dunedin	38,000	3	SFWMD	10/1/10	GAL	\$13.08	\$50.48	\$93.64
	City of Oldsmar	13,500	3	SFWMD	10/1/13	GAL	\$24.11	\$58.43	\$104.19
	City of St. Petersburg	346,072	3	SFWMD	10/1/13	GAL	\$21.59	\$53.83	\$88.30
	Town of Belleair	4,000	3	SFWMD	10/18/13	GAL	N/A	N/A	N/A
	City of Treasure Island	6,700	3	SFWMD		GAL	N/A	N/A	N/A
	City of Largo		3	SFWMD		GAL	N/A	N/A	N/A
	Belleair Beach	1,580	3	SFWMD	10/1/13	GAL	\$17.86	\$55.26	\$92.66
	City of Clearwater	110,000	3	SFWMD	10/1/13	GAL	\$42.31	\$57.69	\$119.21
	City of Safety Harbor	15,183	3	SFWMD	10/1/09	GAL	\$25.86	\$54.66	\$86.96
	City of Tarpon Springs	23,500	3	SFWMD	10/1/13	GAL	\$29.55	\$56.07	\$102.54

UTILITY NAME	WATER CHARGE				WASTEWATER CHARGE				
	MINIMUM CHARGE	MINIMUM GALLONS INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	MINIMUM CHARGE	MIN GAL INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	RES. CAP (GAL)
Florida Keys Aqueduct Authority	\$13.57	-	\$36.37	\$64.41	N/A	N/A	N/A	N/A	N/A
FKAA - Wastewater	N/A	N/A	N/A	N/A	\$27.33	-	\$68.73	\$110.13	10,000
Village of Islamorada	N/A	N/A	N/A	N/A	\$39.03	-	\$64.11	\$89.19	12,000
City of Marathon	N/A	N/A	N/A	N/A	\$35.97	-	\$68.13	\$100.29	12,000
City of Key West	N/A	N/A	N/A	N/A	\$22.77	-	\$40.81	\$58.85	-
City of Fernandina Beach	\$10.94	-	\$17.26	\$25.07	\$32.12	-	\$43.15	\$52.72	7,480
City of Fort Walton Beach	\$8.55	2,000	\$13.65	\$26.13	\$18.75	2,000	\$30.53	\$54.09	-
Destin Water Users	\$10.80	-	\$19.84	\$29.63	\$26.37	-	\$33.85	\$41.33	20,000
Okaloosa County	\$9.47	-	\$19.54	\$32.22	\$19.28	-	\$34.12	\$48.96	10,000
Okeechobee Utility Authority	\$18.94	-	\$37.40	\$62.04	\$21.71	-	\$48.75	\$75.79	-
Oakland Water System	\$15.00	3,000	\$17.24	\$26.20	N/A	N/A	N/A	N/A	N/A
Orange County Utilities	\$6.52	-	\$11.07	\$16.79	\$15.25	-	\$29.13	\$43.01	14,000
Reedy Creek Improvement District	\$25.91	-	\$30.41	\$34.91	\$3.46	-	\$22.38	\$41.30	8,000
City of Winter Park	\$8.62	-	\$12.90	\$19.26	\$10.19	-	\$28.95	\$47.71	14,000
Orlando Utilities Commission	\$7.50	-	\$10.48	\$15.30	N/A	N/A	N/A	N/A	N/A
City of Ocoee	\$10.40	-	\$14.92	\$20.02	\$18.73	-	\$29.45	\$40.17	12,000
City of Maitland	\$7.51	-	\$10.81	\$15.97	\$14.44	-	\$30.24	\$46.04	-
Toho Water Authority	\$4.69	-	\$8.57	\$18.20	\$11.66	-	\$24.70	\$44.90	-
City of Boynton Beach	\$11.64	-	\$17.88	\$24.12	\$17.63	-	\$25.71	\$31.77	7,000
Town of Jupiter	\$18.28	-	\$22.84	\$28.22	N/A	N/A	N/A	N/A	N/A
Town of Lantana	\$19.71	-	\$24.59	\$31.36	\$12.98	-	\$30.94	\$48.90	10,000
City of Delray Beach	\$15.72	3,000	\$16.97	\$21.97	\$18.04	-	\$31.61	\$45.17	12,000
Palm Beach County	\$12.42	-	\$17.42	\$28.50	\$13.94	-	\$20.70	\$36.62	10,000
Village of Tequesta	\$14.15	-	\$23.15	\$32.15	N/A	N/A	N/A	N/A	N/A
Town of Mangonia Park	\$11.58	-	\$19.38	\$27.18	\$17.19	-	\$31.31	\$45.43	12,000
Town of Lake Clarke Shores	\$25.54	-	\$47.18	\$68.82	N/A	N/A	N/A	N/A	N/A
City of Boca Raton	\$12.97	-	\$16.02	\$19.07	\$10.95	-	\$16.41	\$16.41	-
City of West Palm Beach	\$20.91	-	\$33.86	\$48.45	\$11.77	-	\$30.33	\$48.90	11,968
Aloha Gardens	\$3.64	-	\$25.36	\$47.08	\$14.82	-	\$46.90	\$78.98	10,000
City of Dade City	\$5.36	-	\$13.24	\$22.12	\$14.25	-	\$27.53	\$40.81	-
City of Zephyrhills	\$3.66	-	\$10.06	\$19.70	\$12.96	-	\$28.52	\$44.08	-
City of New Port Richey	\$8.74	-	\$18.70	\$30.76	\$10.88	-	\$26.80	\$42.72	15,000
Pasco County	\$7.71	-	\$18.31	\$30.75	\$16.75	-	\$36.47	\$56.19	10,000
Lindrick	\$8.68	-	\$31.72	\$54.76	\$28.64	-	\$76.64	\$124.64	10,000
City of Dunedin	\$6.54	-	\$21.90	\$43.02	\$6.54	-	\$28.58	\$50.62	10,000
City of Oldsmar	\$12.25	1,000	\$28.66	\$50.54	\$11.86	1,000	\$29.77	\$53.65	-
City of St. Petersburg	\$10.13	-	\$24.81	\$41.72	\$11.46	-	\$29.02	\$46.58	-
Town of Belleair	\$12.37	-	\$19.81	\$44.65	N/A	N/A	N/A	N/A	N/A
City of Treasure Island	N/A	N/A	N/A	N/A	\$13.59	-	\$46.95	\$85.47	-
City of Largo	N/A	N/A	N/A	N/A	\$24.80	3,000	\$26.92	\$35.40	8,000
Belleair Beach	\$5.35	-	\$24.47	\$43.59	\$12.51	-	\$30.79	\$49.07	10,000
City of Clearwater	\$17.80	3,000	\$25.01	\$53.85	\$24.51	3,000	\$32.68	\$65.36	-
City of Safety Harbor	\$13.53	-	\$21.65	\$33.27	\$12.33	-	\$33.01	\$53.69	15,000
City of Tarpon Springs	\$15.10	-	\$26.50	\$46.42	\$14.45	-	\$29.57	\$56.12	20,000

COUNTY	UTILITY NAME	APPROX. SERVICE POP.	REGION	WMD	RATES EFFECTIVE DATE	UNITS	COMBINED CHARGE		
							MINIMUM CHARGE	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)
PINELLAS	Pinellas County	375,000	3	SWFWMD	10/1/13	GAL	\$17.86	\$55.26	\$92.66
	Seven Springs		3		10/1/13	GAL	\$35.01	\$82.09	\$129.17
POLK	Lakeland Water Utilities	171,790	3	SWFWMD	10/1/13	GAL	\$23.32	\$44.56	\$66.23
	Polk County	59,834	3	SWFWMD	10/1/13	GAL	\$43.65	\$75.91	\$103.74
	City of Lake Wales	19,000	3	SWFWMD	10/1/13	GAL	\$27.07	\$47.55	\$76.79
	City of Eagle Lake	2,500	3	SWFWMD	10/1/11	GAL	\$32.50	\$43.12	\$65.28
	City of Frostproof	2,900	3	SWFWMD	10/1/12	GAL	\$69.90	\$79.67	\$118.75
	City of Winter Haven	75,000	3	SWFWMD	10/1/13	GAL	\$16.75	\$42.83	\$72.90
	City of Auburndale	12,275	3	SWFWMD	10/1/13	GAL	\$43.43	\$43.43	\$50.35
	City of Bartow	18,000	3	SWFWMD	10/1/13	GAL	\$31.05	\$47.17	\$64.93
	City of Lake Alfred	6,000	3	SWFWMD	4/21/03	GAL	\$53.49	\$53.49	\$53.69
PUTNAM	City of Palatka	12,000	4	SJRWMD	10/1/13	GAL	\$38.74	\$46.82	\$60.38
	City of Crescent City	1,600	4	SJRWMD	10/1/12	GAL	\$60.55	\$67.03	\$79.99
SANTA ROSA	City of Gulf Breeze	6,838	5	NFWWMD	12/20/13	GAL	\$27.41	\$55.41	\$83.41
	South Santa Rosa Utility System	11,572	5	NFWWMD	12/20/13	GAL	\$31.36	\$59.84	\$88.32
SARASOTA	City of Venice	21,000	2	SWFWMD	10/1/13	GAL	\$42.63	\$88.77	\$144.07
	City of North Port	45,759	2	SWFWMD	10/1/13	GAL	\$43.66	\$81.34	\$126.18
	City of Sarasota	53,500	2	SWFWMD	9/1/13	GAL	\$35.36	\$71.24	\$113.48
	Sarasota County	200,000	2	SWFWMD	11/19/13	GAL	\$30.96	\$70.88	\$113.36
SEMINOLE	City of Winter Springs	34,000	3	SJRWMD	10/1/13	GAL	\$16.62	\$39.10	\$61.58
	City of Sanford	51,000	3	SJRWMD	10/1/13	GAL	\$30.95	\$46.13	\$77.79
	Seminole County	154,700	3	SJRWMD	10/1/13	GAL	\$31.46	\$53.14	\$74.82
	City of Altamonte Springs	41,000	3	SJRWMD	10/1/13	GAL	\$10.59	\$28.33	\$57.50
	City of Casselberry	55,000	3	SJRWMD	10/1/13	GAL	\$20.63	\$47.11	\$82.47
	City of Oviedo	30,000	3	SJRWMD		GAL	\$31.58	\$51.63	\$74.83
ST. JOHNS	City of St. Augustine	26,813	4	SJRWMD	10/1/13	GAL	\$40.52	\$51.26	\$94.22
	St. Johns County - Main System	82,000	4	SJRWMD	10/1/13	GAL	\$24.48	\$52.44	\$82.68
	St. Johns County - Ponte Vedra System	26,500	4	SJRWMD	10/1/13	GAL	\$29.68	\$45.88	\$62.98
ST. LUCIE	City of Port St. Lucie	190,000	1	SFWMD	10/1/13	GAL	\$25.24	\$72.77	\$123.96
	Fort Pierce Utilities Authority	42,000	1	SFWMD	3/1/14	GAL	\$38.44	\$63.75	\$99.11
SUMTER	Village Center Service Area	18,122	3	SJRWMD	10/1/13	GAL	\$33.99	\$38.71	\$43.43
	Little Sumter Service Area	24,753	3	SWFWMD	10/1/13	GAL	\$20.52	\$34.28	\$48.04
VOLUSIA	Town of Ponce Inlet	3,300	3	SJRWMD	10/1/13	GAL	\$32.55	\$64.90	\$122.70
	Volusia County - Unsoftened	23,000	3	SJRWMD	1/1/14	GAL	\$32.35	\$56.59	\$82.27
	Volusia County - Softened	8,150	3	SJRWMD	1/1/14	GAL	\$32.35	\$63.39	\$96.92
	City of DeLand	40,000	3	SJRWMD	10/1/13	GAL	\$40.94	\$64.82	\$88.70
	City of Ormond Beach	21,248	3	SJRWMD	10/13/13	GAL	\$27.87	\$46.67	\$85.79
	City of Deltona	85,000	3	SJRWMD	11/1/13	GAL	\$25.35	\$81.59	\$153.49
	City of Daytona Beach	88,000	3	SJRWMD	10/1/13	GAL	\$25.84	\$64.59	\$115.19
	City of Port Orange	70,000	3	SJRWMD	8/27/13	GAL	\$21.60	\$45.53	\$83.33
WAKULLA	City of St. Marks	273	5	NFWWMD	1/1/13	GAL	\$50.00	\$57.71	\$88.55
	City of Sopchoppy	3,482	5	NFWWMD	1/14/02	GAL	N/A	N/A	N/A
WALTON	South Walton Utility Company	40,000	5	NFWWMD	10/1/13	GAL	\$22.59	\$48.31	\$74.93

UTILITY NAME	WATER CHARGE				WASTEWATER CHARGE				
	MINIMUM CHARGE	MINIMUM GALLONS INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	MINIMUM CHARGE	MIN GAL INCLUDED	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)	RES. CAP (GAL)
Pinellas County	\$5.35	-	\$24.47	\$43.59	\$12.51	-	\$30.79	\$49.07	10,000
Seven Springs	\$13.57	-	\$39.69	\$65.81	\$21.44	-	\$42.40	\$63.36	10,000
Lakeland Water Utilities	\$7.99	-	\$15.47	\$23.38	\$15.33	-	\$29.09	\$42.85	12,000
Polk County	\$9.23	-	\$16.81	\$26.13	\$34.42	-	\$59.10	\$77.61	7,000
City of Lake Wales	\$5.95	-	\$15.35	\$27.24	\$21.12	-	\$32.20	\$49.55	15,000
City of Eagle Lake	\$11.80	4,000	\$11.80	\$19.80	\$20.70	1,000	\$31.32	\$45.48	-
City of Frostproof	\$14.31	3,000	\$16.54	\$25.46	\$55.59	3,000	\$63.13	\$93.29	-
City of Winter Haven	\$8.48	-	\$16.25	\$28.04	\$8.27	-	\$26.58	\$44.86	14,000
City of Auburndale	\$9.58	4,000	\$9.58	\$16.50	\$33.85	6,000	\$33.85	\$33.85	6,000
City of Bartow	\$9.73	-	\$18.73	\$29.37	\$21.32	-	\$28.44	\$35.56	10,000
City of Lake Alfred	\$12.95	6,000	\$12.95	\$13.15	\$40.54	-	\$40.54	\$40.54	-
City of Palatka	\$16.08	-	\$19.72	\$25.84	\$22.66	-	\$27.10	\$34.54	12,000
City of Crescent City	\$19.46	3,000	\$25.94	\$38.90	\$41.09	-	\$41.09	\$41.09	-
City of Gulf Breeze	\$11.41	-	\$23.01	\$34.61	\$16.00	-	\$32.40	\$48.80	-
South Santa Rosa Utility System	\$13.90	-	\$25.50	\$37.10	\$17.46	-	\$34.34	\$51.22	-
City of Venice	\$20.20	-	\$41.02	\$71.00	\$22.43	-	\$47.75	\$73.07	-
City of North Port	\$16.78	-	\$31.10	\$52.58	\$26.88	-	\$50.24	\$73.60	12,000
City of Sarasota	\$14.88	-	\$26.92	\$41.08	\$20.48	-	\$44.32	\$72.40	-
Sarasota County	\$16.07	-	\$25.83	\$38.15	\$14.89	-	\$45.05	\$75.21	10,000
City of Winter Springs	\$5.61	-	\$10.85	\$16.09	\$11.01	-	\$28.25	\$45.49	10,000
City of Sanford	\$10.90	2,000	\$15.14	\$24.92	\$20.05	2,000	\$30.99	\$52.87	12,000
Seminole County	\$12.15	-	\$16.27	\$20.39	\$19.31	-	\$36.87	\$54.43	-
City of Altamonte Springs	\$3.54	-	\$9.73	\$20.10	\$7.05	-	\$18.60	\$37.40	11,000
City of Casselberry	\$7.34	-	\$12.82	\$21.94	\$13.29	-	\$34.29	\$60.53	-
City of Oviedo	\$10.30	-	\$14.75	\$22.35	\$21.28	-	\$36.88	\$52.48	10,000
City of St. Augustine	\$17.12	3,000	\$21.88	\$40.92	\$23.40	3,000	\$29.38	\$53.30	10,000
St. Johns County - Main System	\$12.08	-	\$24.36	\$38.92	\$12.40	-	\$28.08	\$43.76	10,000
St. Johns County - Ponte Vedra System	\$12.85	-	\$18.61	\$25.27	\$16.83	-	\$27.27	\$37.71	10,000
City of Port St. Lucie	\$8.60	-	\$24.62	\$44.31	\$16.64	-	\$48.15	\$79.65	8,000
Fort Pierce Utilities Authority	\$23.14	3,000	\$26.49	\$39.89	\$15.30	-	\$37.26	\$59.22	10,000
Village Center Service Area	\$7.02	-	\$11.74	\$16.46	\$26.97	-	\$26.97	\$26.97	-
Little Sumter Service Area	\$7.02	-	\$12.50	\$17.98	\$13.50	-	\$21.78	\$30.06	10,000
Town of Ponce Inlet	\$15.00	2,000	\$28.00	\$54.00	\$17.55	1,000	\$36.90	\$68.70	-
Volusia County - Unsoftened	\$12.75	-	\$20.39	\$29.47	\$19.60	-	\$36.20	\$52.80	14,000
Volusia County - Softened	\$12.75	-	\$27.19	\$44.12	\$19.60	-	\$36.20	\$52.80	14,000
City of DeLand	\$11.87	-	\$19.55	\$27.23	\$29.07	-	\$45.27	\$61.47	15,000
City of Ormond Beach	\$12.08	2,000	\$19.90	\$37.06	\$15.79	2,000	\$26.77	\$48.73	-
City of Deltona	\$10.28	-	\$16.04	\$26.12	\$15.07	-	\$65.55	\$127.37	10,000
City of Daytona Beach	\$14.12	1,000	\$28.07	\$46.67	\$11.72	900	\$36.52	\$68.52	-
City of Port Orange	\$9.90	-	\$19.52	\$34.24	\$11.70	1,000	\$26.01	\$49.09	-
City of St. Marks	\$22.46	3,000	\$25.30	\$36.66	\$27.54	3,000	\$32.41	\$51.89	-
City of Sopchoppy	\$12.00	3,000	\$14.00	\$22.00	N/A	N/A	N/A	N/A	N/A
South Walton Utility Company	\$8.74	-	\$15.46	\$23.08	\$13.85	-	\$32.85	\$51.85	10,000



ABOUT RAFTELIS FINANCIAL CONSULTANTS, INC.

Raftelis Financial Consultants (RFC) is the largest utility financial, rate, and management consulting practice in the nation, with more than 40 consultants in 10 offices around the country, including two Florida offices in Casselberry and Sarasota. RFC is also registered with the U.S. Securities Exchange Commission (SEC) and the Municipal Securities Rulemaking Board (MSRB) as a Municipal Advisor. RFC provides a variety of financial, rate, and management consulting services for water, wastewater, and stormwater utilities including:

FINANCIAL & RATE CONSULTING

- » Affordability Analysis and Program Development
- » Debt Issuance Support
- » Dispute Resolution
- » Financial and Capital Improvements Planning
- » Rate Case Support
- » Rate Study
- » Risk Analysis
- » Stormwater Utility Development
- » Assessment Programs

MANAGEMENT CONSULTING

- » Customer Relationship Management
- » Custom Software and Tool Development
- » Data Services
- » Organizational Optimization
- » Performance Management and Benchmarking

- » Project/Program Procurement Assistance
- » Public/Stakeholder Education, Outreach, and Facilitation
- » Stormwater Program Development Support
- » Strategic Business Planning
- » Water/Wastewater Utility Valuation

RFC conducts and/or publishes several of the water and wastewater utility industry's leading rate surveys, some of which are co-published by various industry associations, including:

- » *Water and Wastewater Rate Survey*, co-published with the American Water Works Association (AWWA)
- » *Utility Financial Information Survey*, published by the Association of Metropolitan Water Agencies (AMWA)
- » *California-Nevada Water Rate Survey*, co-published with the CA-NV AWWA
- » *Water and Wastewater Residential Rate Survey*, published by the Water Infrastructure Finance Authority of Arizona
- » *Florida Water and Wastewater Rate Survey*
- » *Washington/Oregon Water and Wastewater Rate Survey*

RFC, along with other utility industry leaders, authored the recently released *Water and Wastewater Finance and Pricing: The Changing Landscape, Fourth Edition*.



The *2014 Florida Water and Wastewater Rate Survey* includes information for more than 170 utilities throughout Florida, each with its own unique characteristics including rate structures that vary in complexity and cost. This document includes highlights from the survey and illustrates why rates may differ among communities. We hope the survey provides a resource for utilities to compare themselves with their peer communities throughout Florida, and to stay abreast of industry trends.



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UTILITY NAME	APPROX. SERVICE POP.	REGION	WMD	RATES EFFECTIVE DATE	UNITS	COMBINED CHARGE		
						MINIMUM CHARGE	4,000 GAL (5.35 CCF)	8,000 GAL (10.70 CCF)
Pinellas County	375,000	3	SWFWMD	10/1/13	GAL	\$17.86	\$55.26	\$92.66
Seven Springs		3		10/1/13	GAL	\$35.01	\$82.09	\$129.17
Lakeland Water Utilities	171,790	3	SWFWMD	10/1/13	GAL	\$23.32	\$44.56	\$66.23
Polk County	59,834	3	SWFWMD	10/1/13	GAL	\$43.65	\$75.91	\$103.74
City of Lake Wales	19,000	3	SWFWMD	10/1/13	GAL	\$27.07	\$47.55	\$76.79
City of Eagle Lake	2,500	3	SWFWMD	10/1/11	GAL	\$32.50	\$43.12	\$65.28
City of Frostproof	2,900	3	SWFWMD	10/1/12	GAL	\$69.90	\$79.67	\$118.75
City of Winter Haven	75,000	3	SWFWMD	10/1/13	GAL	\$16.75	\$42.83	\$72.90
City of Auburndale	12,275	3	SWFWMD	10/1/13	GAL	\$43.43	\$43.43	\$50.35
City of Bartow	18,000	3	SWFWMD	10/1/13	GAL	\$31.05	\$47.17	\$64.93
City of Lake Alfred	6,000	3	SWFWMD	4/21/03	GAL	\$53.49	\$53.49	\$53.69