

City of Lake Alfred
120 E. Pomelo Street
Lake Alfred, FL 33850



Phone: (863) 291-5270
Fax: (863) 291-5317
www.mylakealfred.com

AGENDA
CITY COMMISSION MEETING
WEDNESDAY SEPTEMBER 9, 2015
7:30 P.M.
CITY HALL

CALL TO ORDER: MAYOR CHARLES LAKE

INVOCATION AND PLEDGE OF ALLEGIANCE: REVEREND THACKER

ROLL CALL: CITY CLERK AMEÉ BAILEY

CITY MANAGER & CITY ATTORNEY ANNOUNCEMENTS

RECOGNITION OF CITIZENS: ITEMS NOT ON AGENDA

PROCLAMATION – CANCER AWARENESS MONTH
GIRL SCOUTS OF WEST CENTRAL FLORIDA PRESENTATION
WATER COOPERATIVE FORMATION COMMITTEE - APPOINTEE

CONSENT AGENDA:

- 1.) CITY COMMISSION MEETING MINUTES FOR AUGUST 17, 2015.
- 2.) CITY COMMISSION ANNOUNCEMENTS

RECESS CITY COMMISSION AND CONVENE COMMUNITY REDEVELOPMENT BOARD

COMMUNITY REDEVELOPMENT BOARD (CRA) AGENDA

- 1.) CRA MEETING MINUTES FOR AUGUST 4, 2014
- 2.) CRA RESOLUTION 01-15: CRA ANNUAL BUDGET

ADJOURN CRA BOARD AND RECONVENE CITY COMMISSION

AGENDA

- 1.) PUBLIC HEARING: ORDINANCE 1355-15: ANNUAL BUDGET ADOPTION
- 2.) ORDINANCE 1356-15: CHAPTER 42 - RECYCLE COLLECTION SERVICES
- 3.) RESOLUTION 07-15: PROPERTY EXCHANGE
- 4.) RESOLUTION 08-15: UPDATED CITY MANAGER EMPLOYMENT AGREEMENT

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

*City of Lake Alfred
120 E. Pomelo Street
Lake Alfred, FL 33850*



*Phone: (863) 291-5270
Fax: (863) 291-5317
www.mylakealfred.com*

COMMISSIONER QUESTIONS AND COMMENTS:

**COMMISSIONER DUNCAN
COMMISSIONER DEARMIN
COMMISSIONER MAULTSBY
MAYOR LAKE
VICE MAYOR DALEY**

ADJOURN



Proclamation

To recognize September 2015 as Cancer Awareness and Prevention Month.

WHEREAS, each September American call attention to a disease that affects men, women and children across our City, state and country. We renew our commitment to curing cancer and offer our support to the people fighting this disease, and

WHEREAS, the American Cancer Society is the nationwide community based voluntary health organization dedicated to eliminating cancer as a major health problem by preventing cancer, saving lives and diminishing suffering from cancer through research, education, advocacy and service; and

WHEREAS, the American Cancer Society estimates that there are more than 1.15 million cancer survivors in Florida and that more than 115,000 Floridians will be diagnosed with cancer this year; and

WHEREAS, cancer often goes undetected until advanced stages, therefor increasing awareness of risk factors and screening is critical to fighting this disease. Screening tests can often find cancer early, when treatments are more likely to be successful; and

WHEREAS, the American Cancer Society is fighting cancer by supporting patients and survivors, funding new research, and spreading the word about recommended screenings and ways to lower risk; and

WHEREAS, this month is dedicated to cancer awareness and prevention, it is also to honor those lost to cancer, show our support for those who bravely carry on the fight, and take action to lessen the tragic toll cancer takes on families across our county.

THEREFORE, BE IT RESOLVED that the City of Lake Alfred formally recognize September 2015 as

"Cancer Awareness and Prevention Month"

in the City of Lake Alfred and urges all citizens to rededicate themselves to the urgent work of increasing awareness, prevention and care for those with cancer.

IN WITNESS WHEREOF, I have hereunder set my hand this 9th day of September, 2015.

Charles O. Lake, Mayor
City of Lake Alfred, Florida

**LAKE ALFRED CITY COMMISSION MEETING
SEPTEMBER 9, 2015**

CONSENT AGENDA

1.) CITY COMMISSION MEETING MINUTES FOR AUGUST 17, 2015

ATTACHMENTS:

- Draft Minutes

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

2.) CITY COMMISSION ANNOUNCEMENTS

ANALYSIS: Each of the meetings 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 Membership Meeting will be held on Thursday September 10 at 6:30 pm at the Winter Haven Chain of Lakes Complex. (210 Cypress Gardens Blvd. SW, Winter Haven- North Entrance)
- Polk Regional Water Cooperative Formation Team will meet on Friday, September 18, 2015 from 9 am to 1 pm at the Lake Myrtle Sports Complex (2710 Lake Myrtle Rod, Auburndale)

STAFF RECOMMENDATION: Approval of the consent agenda

DRAFT MINUTES
CITY OF LAKE ALFRED
CITY COMMISSION MEETING
MONDAY, AUGUST 17, 2015
7:30 P.M.
CITY HALL

Call to Order: Mayor Charles Lake

Invocation and Pledge of Allegiance: Joyce Schmidt

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

Staff attendance: Public Works Director John Deaton, Community Development Director Valerie Ferrell, Fire Chief Chris Costine, Police Chief Art Bodenheimer, and Parks and Recreation Superintendent Richard Weed.

CITY MANAGER ANNOUNCEMENTS

City Manager Leavengood stated that the Lake Alfred Library is hosting a Back to School Carnival on Thursday, August 20th from 6 pm till 8 pm. The event will be held on the Lake Alfred tennis courts across the street from the library. Please join staff for carnival games, face painting & lots of fun! Students return to public schools on Monday, August 24, 2015.

The Bloodmobile will be at your Lake Alfred Library on Tuesday, September 1st from 9 am till 2 pm. and the Mobile Career Source will visit on Tuesday, September 18th from 9 am till 3 pm.

Mackay Gardens and Lakeside Preserve will host a free community gardening workshop on September 3rd at 10 am and a guided nature walk on September 12th at 8 am. Contact the Parks and Recreation Department for more details or to sign-up for one of these events.

City Offices will be closed on Monday, September 7th in observance of Labor Day.

The City Commission dates in September have been changed to the 2nd and 4th Wednesday of the month (September 9th and 23rd) to meet the Florida Statue requirement for the annual budget hearings. The final millage rate and 2015/2016 budget adoption is scheduled for the City Commission Meeting on Wednesday, September 23rd at 7:30 pm.

Police Chief Art Bodenheimer presented portable speed detection sign and portable light tower. The City received 10 speed detection signs from FDOT and they typically cost \$5,000 each. They have solar panels and will display speeds limits, text and the speed the vehicle is traveling. They are a great deterrent. The second item is a portable light tower. The tower was received through a "Click it or Ticket" campaign at night. Officer Lopez was entered into a statewide drawing and was selected to receive the \$4,000 light tower. The tower could also be

DRAFT

used by Public Works in an emergency. The tower will operate on low power for 20 hours, medium power for 8 hours, and high power for 3 hours before needing charging.

Vice Mayor Daley asked if the speed detection sign can be used in a school zone with 15 mph and then changed to the normal speed limit.

Police Chief Art Bodenheimer stated that the signs will be permanently placed around the City and that the school zones were necessities.

CITY ATTORNEY ANNOUNCEMENTS

No announcements.

RECOGNITION OF CITIZENS

There were no citizen statements.

PROCLAMATION: CIVILITY MONTH

Mayor Lake read the proclamation for the August as Civility Month. The proclamation urged all citizens to exercise civility toward each other.

EMPLOYEE SERVICE RECOGNITION: JUAN LOPEZ – 5 YEARS

Mayor Lake asked Officer Lopez to join him at the podium. Mayor Lake stated that Officer Lopez began his career with the Lake Alfred Police Department on August 30, 2010 and worked street patrol. In late 2013, Officer Lopez was picked by members from three (3) other outside agencies and Lake Alfred Police Department staff to take over the canine program. Since taking over the canine program Officer Lopez has been to two state competitions where he and his canine partner have received many awards and represented Region 1 in the National field trials in 2014.

Officer Lopez has a great rapport with staff members and the public he comes into contact with. He has a great working relationship with department members and can be counted on by staff to work whenever needed. Officer Lopez is a great asset to the City of Lake Alfred, the Lake Alfred Police Department and both citizens and visitors of the City of Lake Alfred.

In recognition of his five year anniversary, the City of Lake Alfred provides him with this certificate of appreciation for service and a five year longevity pin. Congratulations and we look forward to celebrating your 10th Anniversary with the City.

CONSENT AGENDA:

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

DRAFT

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

AGENDA

1.) RESOLUTION 06-15: WAYFINDING SIGNAGE EVALUATION AND CRITERIA

Assistant City Attorney Seth Claytor read the resolution title.

City Manager Leavengood stated the proposed Downtown Wayfinding Signage Program is the cumulative effort of city staff, the business community, City Commission, and city consultants working together to address the challenges and opportunities in the City's downtown district. The plan was presented and approved by the City Commission on October 20, 2014 in an attempt to improve signage within downtown and assist businesses while aiding in the City's branding effort consistent with the Downtown Master Plan.

The primary components of the plan include gateway signage, directional signage on 17/92 for public assets, and side street signage to assist the downtown businesses. City staff is proposing to administer and maintain the program. The Wayfinding Sign Evaluation and Criteria establishes the process for permitting, qualifying, and funding sign changes.

A draft of the side street signs prepared by Gulf State Signs was displayed to show the colors and fonts. The locations were previously approved. The order has been submitted and is awaiting the arrival of materials. The signs should be installed beginning in the fall and completed by the end of the year. The gateway signs may be later due to new permitting procedures.

Mayor Lake asked about the different sides of the sign, size of the sign, number of signs, and timing for installation.

Vice Mayor Daley asked how high the signs will be from the ground to the bottom of the sign.

Community Development Director Valerie Ferrell presented the side street signs showing the colors, fonts and text size. She stated that the signs will be approximately 8 feet above the ground and made of the same material a regular street signs. Each sign will be mounted on a single pole. The signs will be very durable. The final lettering will have white reflective lettering.

City Manager Leavengood stated the signs may be extended 2-3 inches at the bottom to allow for additional listing. For busier intersections there may be two signs side by side for up to 12 listings.

Commissioner Dearmin moved to approve of Resolution 06-15; seconded by **Commissioner Maultsby**. The motion was approved by unanimous voice call vote.

DRAFT

Judy Schelfo 640 East Lake View Rd, asked how a business will request to be listed and the cost to the business.

City Manager Leavengood stated the City will propose and circulate the proposed signs to the Commission and businesses. The signs are an asset to the City and the City will own and maintain the signs. Therefore the cost will be paid by the City. The resolution establishes the priority for listing on the signs and the City will try to accommodate as many businesses as possible. The City will periodically update the signs as business come in or change. The lettering is adhesive and can be removed and new businesses added.

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

2.) **EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT 2015/2016**

City Manager Leavengood stated Florida Administrative Code requires that the units of government in each county reach consensus concerning the expenditure of these funds, including the projects to be implemented. To verify this consensus, the Florida Department of Law Enforcement requires each applicant to obtain a letter of support from at least 51% of the local units of government, representing at least 51% of the county population. The following amount have been allocated to fund projects in Lake Alfred.

- 2013/2014 Allocation \$ 8,407
- 2014/2015 Allocation \$10,193
- 2015/2016 Allocation \$ 9,152

Staff recommendation is to approve the fund distribution for Polk County and send a letter of acceptance to the Florida Department of Law Enforcement.

Police Chief Art Bodenheimer stated the City's allotment was cut 10% from last year. The funds will be used for a three wheel stand up cart (Segway) with safety lights for use with Student Resource Officer, parades, etc. Some other items have annual cost, this item will not have a reoccurring cost.

Vice Mayor Daley moved to approve the fund distribution for Polk County Edward Byrne Memorial Justice Assistance Grant 2015/2016 and send a letter of acceptance to the Florida Department of Law Enforcement; seconded by **Commissioner Duncan**. The motion was approved by unanimous voice call vote. There were no public comments.

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

DRAFT

3.) BID PROPOSAL: RESIDENTIAL RECYCLING COLLECTION SERVICES

City Manager Leavengood stated the City is currently provided curbside residential recycling by Republic Services in a 3-year contract set to expire at the end of September 2015. Following the receipt of the proposed monthly renewal rate of \$5.00 per residence (over double the current rate of \$2.38) the City began exploring alternative options including providing the service in-house and going out to bid for alternative providers.

Following feedback received from the City Commission at the June 15th meeting a request for proposal (RFP) was prepared to solicit bids from qualified companies to provide once a week residential curbside recycling service with a 65 gallon container. Based upon existing service, curbside recycling would service approximately 1,750 residential units and generate 250 tons of recyclable tonnage per year. The advertised contract period was set as a three year fixed rate with the option of three, one-year renewals. The RFP was advertised July 8th through July 14th and a mandatory pre-proposal meeting was held on July 23, 2015 at City Hall and attended by five companies. Sealed proposals were received and opened on August 10, 2015. The City received the following bids (pricing is per month per unit):

- | | |
|--|--------|
| • Advanced Disposal Services (Ponte Verde, FL): | No Bid |
| • Progressive Waste Solutions (Altamonte Springs, FL): | \$3.16 |
| • Republic Services: | \$5.48 |
| • Trash Taxi (Auburndale, FL): | |
| ○ With rewards program: | \$2.93 |
| ○ Without rewards program: | \$2.53 |
| • Waste Not: | \$6.50 |

After reviewing the bids the most viable options would be either Trash Taxi at the \$2.53 or the previously presented in-house option. At the current rate of \$2.38 city staff estimates the in-house option would cost \$40,000 annually and generate a net \$10,000 annual surplus which is consistent with our commercial sanitation surcharge (~20%); each additional 0.05 cents in rate generates an additional \$1,000 in revenue. The in-house option would cut into our remaining route capacity before requiring another sanitation truck being added to the fleet and an initial investment of \$90,000 to purchase the 65-gallon containers. These concerns are particularly offset by:

- Following the route audit we have found additional efficiencies and capacity in our current routes that would allow for recycling within our current operations. This cut back the route time by approximately an hour each day.
- The Republic Bid contained a provision to utilize their MURF single stream recycling facility for drop off that would provide us with a dividend based upon the value of our recyclable materials; or alternatively the City could propose transfer of ownership of the current containers to the City (could be relabeled with City decal). They are estimated to be depreciated by approximately 50%.
- If the City did have to make purchase of the containers; the majority of the funding is available in restricted revenue for the purchase of the containers. Reserve funds could be used for this purchase since they are designated for cans or a lighting loader, which was recently purchased. The account has \$66,000 today. Therefor the purchase would not impact the General Fund.

DRAFT

- Due to the tighter margins with the lower rate staff would propose an inflation adjustment to be included with the in-house option (either tied to CPI or a flat amount every year or every other year) that would apply to the sanitation services.
- The restricted revenue source for sanitation vehicle replacement will have enough to purchase a vehicle in 2-3 years without any impact to the general fund or other sanitation operations. Additionally, staff is pursuing opportunities with other larger municipalities in the region for the purchase of a high quality used vehicle.

Staff recommendation on this item is the pleasure of the Commission. It seems that the best two options are Trash Taxi at \$2.53 or the in-house option. The in-house option may be lower but will also have additional management requirements to consider.

Commissioner Maultsby asked if the City would own the Trash Taxi containers after three years. He also asked if the company had newer equipment and could meet the City's needs. He stated that if the City went with the low bid it would cost each household an additional 21 cents a month. He stated this is not a significant increase and would be less than the start-up cost for the City. He also commented on the additional wear and tear on a City trucks if using the in-house option. It could lead to the need to purchase a truck sooner than scheduled.

Curtis Agius from Trash Taxi stated that the RFP was not set-up for the purchase of the containers, but it could be negotiated. Generally they depreciate the containers over 5 years and if the contract was awarded to Trash Taxi for years 4 and 5 the City could own the containers after 5 years. This is how the Dundee contract is set-up. He also stated the company had two 2014 automatic side loaders that are used in Dundee two days a week. These trucks could be used in Lake Alfred.

City Manager Leavengood reviewed the cost for the City to provide the recycle service at the current rate. The estimate included additional cost of \$20,000 for diesel, \$10,000 for repair and maintenance of vehicles, \$5,000 for additional staff time, and \$5,000 for a tipping fee for a total of \$40,000. If the City continued to collect the \$2.38 fee currently charged to the residents, would generate approximately \$50,000 in revenue. There could be a \$10,000 surplus at the current rate. For each additional 5 cents an additional \$1,000 would be generated. The start-up cost is minimal since the City does not need to purchase an additional tuck or hire any additional staff. The City needs to be concerned with increase in operations over time. The City is already set-up with restricted revenue sources to take on the additional responsibility of the Commission so desires. The Trash Taxi bid also has advantages since it tis turn-key and includes no additional work for the City.

Vice Mayor Daley asked how long it would take to recoup the cost of buying the cans and how long the City could use them.

Mayor Lake asked about replacement cans and the color. He also asked Trash Taxi about the rewards program including the process and cost.

City Manager Leavengood stated that the cans can be used past their depreciation. As with the City cans, they are replaced as needed. The restricted moneys can only be used for containers and lighting loaders so the funds are available. The restricted funds will also recoup over time and as new customers are added. If comparing to the profits it would take 4-5 years. Public Works stores containers on-site and orders 100 containers in bulk as needed. If the City

bought Republics cans then the City would by decals for the existing cans and new blue cans would be purchased as replacements when needed.

Curtis Agius from Trash Taxi stated that their rewards program has been successful. In Dundee and some residents have saved \$300-400. It is not a point system. Residents log into the website and to receive membership benefits such as discounts. The discount program is an annual subscription and could be cancelled after the first year. Trash Taxi provides Dundee with reports on consumer usage.

City Manager Leavengood stated that it is similar to the coupon system. The cost for the coupon is already built into the price of the product and the ones who do not use the coupons subsidize the people who do use the coupons.

Vice Mayor Daley stated that most residents have expressed an interest in the City providing service. This also leads to additional control and the in-house option might be the most efficient.

Mayor Lake stated the City did provide the service previously with the yellow containers.

City Manager Leavengood stated the City also has the Sanitation reserve that is allocated for the purchase of trucks. The fund currently has \$152,000. In two years the fund will have enough to purchase an additional truck. The in-house option allows the citizens to benefit from the cost saving built into the current program that they have already funded. Another option is to purchase a used truck from a larger municipality if another truck was needed sooner than planned.

Vice Mayor Daley asked if the service could be re-bid if the in-house option did not work down the road.

City Manager Leavengood stated that was an option or building a contract with a vendor that had an exit clause. Although he would like to provide as much consistency as possible rather than constantly changing vendors.

Commissioner Dearmin stated he agreed that the citizens prefer the City provide services.

Larry Parsons 335 Interlachen St, asked about the rewards program and the expected life capacity of the containers.

Curtis Agius from Trash Taxi stated the rewards program is a membership program and members get discounts from local business and large chain businesses. In Dundee they provide discounts for the restaurants in town including the local diners. He also stated the life expectance and warranty for the containers is generally 10 years. It also depends on the use and handling. Some last as long as 20 years. If a container is stolen the resident will receive a new container.

Lowell Schmidt 365 East Sanford St., asked how many days a week the truck runs to pick up sanitation. He asked if the same amount of time would be needed to pick up recycling and if additional drivers would be needed. He asked about Lake Alfred Estates and if the city could accommodate additional growth and add the recycle service. He stated that the public did not want to outsource the sanitation. He compared this to Fire Service.

Public Works Director John Deaton stated it takes three days to pick up residential sanitation with one driver (Tuesday, Wednesday, and Thursday). They pick-up dumpsters half a day on Monday. The City has three back-up driver who can drive the trucks. The rear loading tipper sits four days a week because it is only used on Monday for the dumpsters. This truck could be used another day during the week.

City Manager Leavengood stated there is capacity left in each day although they are picking-up three days a week. The schedule might have to be modified or the reserve truck may be used. Republic runs two trucks all day for recycling. The City will use one truck over two days and we currently have the staff to drive those trucks. If the City experiences additional growth equipment will be needed at that time, but the system would be ready for the growth since there would be additional income from those new customers. He stated that this is just one option, and the City is capable of providing the service. He stated that the County was making changes to the fire protection service and agreements regardless of what Lake Alfred wanted. The City still has the option of expanding and providing additional fire services if the current agreement does not work out.

Commissioner Maultsby asked what the residential rate would be for the in-house option.

Vice Mayor Daley asked about the setting the cost for the in-house option and timing.

City Manager Leavengood stated that the city could maintain the existing rate of \$2.38 for some time, however the City should consider removing the five cent subsidy and an inflator clause. He stated that the rate is set by ordinance and an agreement would be needed with Republic for them to accept the recycling materials, establish a rebate and tipping fees, and to purchase the containers. Educating the public about a day change would take the most amount of time. The ordinance changes can be read at the first and second meetings in September.

Public Works Director John Deaton stated that Public Works would be able to make a seamless transition to collect the recycling as long as the City Manager is able to complete the negotiations with Republic. He also stated that the City did not previously pick up recycling. It was Republic that used the yellow can and then they switched to the 65 gallon cans.

Vice Mayor Daley moved to initiate an in-house recycle program and instruct the City Manager to prepare the ordinance and documents necessary; 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 MAULTSBY	NAE

4) BID PROPOSAL: BUCHANAN BUILDING DEMOLITION

City Manager Leavengood stated that following the property swap with the University of Florida and the acquisition of the Buchanan Building staff proceeded with obtaining bids for demolition in order to prepare of the site for marketing and eventual redevelopment consistent with the Downtown Master Plan and the City's recently created Community Redevelopment

DRAFT

Agency. The City received the following bids for the demolition of the building and the clearing of the property:

- ASAP Solutions Inc \$ 60,530.00
- OSH Environmental \$ 58,500.00
- Tucker Paving Inc. \$283,528.59

City staff has reached out to the Central Florida Development Council (CFDC) staff for assistance and feedback in generating a marketing package for the property. Depending upon the desired redevelopment outcome, brokers or other representatives recommended by the CFDC may have the opportunity to present these packets at commercial retailer conferences to assist in the marketing and eventual redevelopment of the property. He stated that Jim DeGenario from the Central Florida Development Council was here to answer any questions although he only has 9 days left at the County.

Staff recommendation is to award the bid to OSH Environmental for the demolition of the Buchanan Building in the amount of \$58,500.

Commissioner Dearmin asked the size of the property

Vice Mayor Daley asked in the property is more valuable with a building or vacant. She also asked about asbestos and if the property was in the brownfield area. Will the site benefit from the drainage program

City Manager Leavengood stated the property approximately 1.5 acres. The asbestos survey was completed and clear as part of the Phase II Environmental Survey. He stated that the building has been on the market for a while and not sold and often existing buildings can be a barrier to entry. He also stated that the downtown master plan and visions does not envision the property operating in the same fashion as in the past. He confirmed that the site is within the brownfield area.

Community Development Director Valerie Ferrell stated that she agreed with the City Manager that a shovel ready site is more valuable to the end user. The end user can design the site to meet their needs without having to remodel, retrofit, or demo the existing building. City has taken several steps to better appeal to an end user by completing the analysis and clearing the site. She introduced Jim DeGenario from the Central Florida Development Council.

Jim DeGenario Central Florida Development Council (CFDC) stated that the City has prepared a great retail information packet and acknowledged that vendors like the package. Retail is a tax generator, job creator, and a foundation for community growth. The property, like the Family Dollar, provides a good opportunity for public/private partnerships. Development of the site can aid in reducing blight and bring new investment to the community. He recommended to move slowly and to not settle for any deal. There are approximately 5,000 residents, but within a 5-mile radius there are 59,000 people. The central location is a business attractor. The CFDC will assist with development, but the City can also use a broker.

Vice Mayor Daley asked about if the FDOT drainage project would help this site.

Mayor Lake asked about the timing on the drainage project and location.

DRAFT

City Manager Leavengood stated the property would benefit and that he is currently working on the letter of commitment from the Southwest Florida Water Management District (Swift Mud) and the FDOT to ensure that the property owners will not be required to address the existing drainage problem. The City paid for the engineering and FDOT will pay for construction. The project should begin July 2017.

Public Works Director John Deaton stated the pipe for the project will go under the new trail and FDOT was surveying last week. The pipe will go to the pond behind Freedom Insurance and then to the lake. FDOT will remove the trail, install the pipe, and then reconstruct the trail.

City Manager Leavengood stated the property is also adjacent to right-of-way, which could be developed. Since the site is owned by the City, there are less issues with selling the property as with a private property that has multiple owners. Then the money raised can be used to fund additional redevelopment opportunities.

Larry Parsons 335 Interlachen St, asked if the City's intent was to sell or lease the property and what kind of potential development the City wanted and the time table for development. He also asked about the County's role in the process.

City Manager Leavengood stated the final decision is up to the Commission, but staff has been following the master plan guidelines. It will also depend on the options presented such as a sale and redevelopment. The business would need to begin and operate within a certain time frame since the City does not want the property to remain vacant. The property did not have to be purchased, so there is very little cost that the City needs to recuperate. The market has improved and is getting better, so the market price should be good. He clarified the County's role in assisting with marketing and providing information at conferences. The site could also be split for two businesses that need a smaller footprint. The Code is already in place to aid in development. He stated that McDonalds has looked at the Lake Alfred and many options are viable. The City needs to focus on promoting Lake Alfred and one good opportunity could spur additional growth. The time frame for the CRA is 30 years, but the goal is to have the site developed within 5 years. The removal of the building will reduce blight in the City and even if vacant will increase the value of the property and area. The appraisal is underway. The Family Dollar store on one vacant acre sold for \$500,000. The property sold two years ago, but would be a comparable type of property and value. The money can then be reinvested by purchasing additional property, street scraping, etc. The City may also need to reevaluate the Code to aid in negotiations with developer to ensure the City gets the best development possible.

Vice Mayor Daley stated that the City has the option to approve whatever a buyer might want to build. The goal would be to approve a business that would draw in more new business. She stated that as US Highway 27 gets more congested, people are driving through Lake Alfred as an alternative.

Mayor Lake stated that by demolishing the building it gives developers an opportunity to envision their own development.

Commissioner Dearmin moved to award the bid to OSH Environmental for the demolition of the Buchanan Building in the amount of \$58,500; seconded by **Commissioner Maultsby**. The motion was approved by unanimous voice call vote.

DRAFT

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

City Manager Leavengood presented Jim DeGenario with a Lake Alfred Centennial cap and coin to recognize his 35 years with the County and congratulate him on his pending retirement.

Jim DeGenario Central Florida Development Council (CFDC) thanked the City and Commission.

Assistant City Attorney Seth Claytor also thanked Jim DeGenario for taking the time to talk with him when he was a new attorney in Polk County.

RECOGNITION OF CITIZENS

Judy Schelfo 640 East Lake View Rd, stated that Lake Alfred is a prime central Florida location, with great access and is still quaint.

COMMISSIONER QUESTIONS AND COMMENTS

Commissioner Dearmin gave his condolences to the Yelvington Family and stated that he enjoyed FLC Conference and comradery.

Commissioner Maultsby commented that he liked working with people who get the job done.

Mayor Lake stated that he also enjoyed the FLC conference and the opportunities to learn, network, the exchange of information, and sessions. He held his first Monday Morning with the Mayor earlier today and had seven people attend. There was a good exchange of information.

He reminded everyone of the Chamber Lunch on Wednesday.

Vice Mayor Daley thanked Republic Services for their relationship and comradery. She reminded everyone of the Ridge League Dinner will be held on September 10th and will include the installation of new Board members. She also asked about remaining on the RLC Board. She stated that Neil Combee is hosting a Legislative Round table on Thursday the 27th at 10:30 in Polk City and he had requested the City Manager and a Commission member attend.

Commissioner Duncan stated that school states next Monday and thanked Republic for a great job.

With there being no further business to discuss, Mayor Lake adjourned the meeting at 9:20 pm.

Respectfully Submitted,

Ameé N. Bailey
City Clerk

**LAKE ALFRED CITY COMMISSION MEETING
SEPTEMBER 9, 2015**

CRA AGENDA

1.) CRA MEETING MINUTES FOR AUGUST 4, 2014

ATTACHMENTS:

- Draft Minutes

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

STAFF RECOMMENDATION: Approval of the August 4, 2014 Minutes

DRAFT MINUTES
COMMUNITY REDEVELOPMENT BOARD MEETING
MONDAY, AUGUST 4, 2014
8:38 P.M.
CITY HALL

Call to order at 8:39 p.m. – Nancy Z. Daley, Chair

Roll Call: Those in attendance were Chair Nancy Z. Daley, Vice Chair Charles Lake, Board Member John Duncan, Board Member Jack Dearmin, Board Member Albertus Maultsby, City Manager Ryan Leavengood, Assistant City Attorney Seth Claytor and City Clerk Linda Bourgeois.

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

Audience attendance: Pat Steed and Eric Labbe from the Central Florida Regional Planning Council.

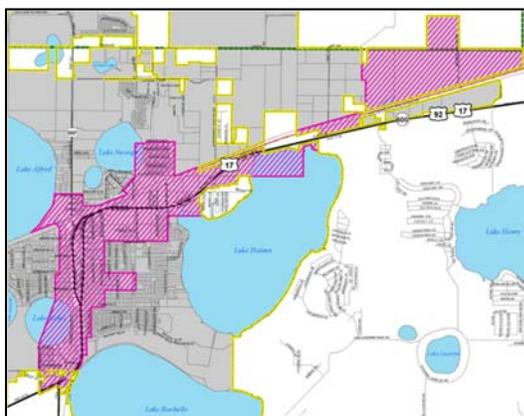
1.) CRA PLAN RECOMMENDATION

City Manager Leavengood said Ordinance 1335-14 established the City's Community Redevelopment Agency. Per state statutes, the CRA must submit a plan to the agency's local government for approval. The proposed CRA Plan addresses the challenges identified in the Finding of Necessity and is consistent with achieving the goals identified in the Downtown Master Plan. Staff recommendation is for approval, and to submit the CRA plan to the Lake Alfred City Commission for consideration.

Eric Labbe presented the Community Redevelopment Area Plan as proposed.
Overview

Major Elements

- Introduction to the District
- Community Engagement
- Required Contents
- Redevelopment Activities
- 1,032 Acres or 12.4% of the City



Plan Includes:

- Boundary
- Demographics
- Land Use and Zoning
- Taxable Values
- Residential Blight Analysis
- Downtown Core and Transitional Area Inventory
- Residential Affordability Analysis
- Transportation Analysis

Community Outreach Input:

- Lack of lighting and sidewalks
- Areas of flooding
- Disrepair of Buena Vista Street
- Walking trail improvements
- Redevelopment of Grey's trucking site
- General beautification – Landscaping/Signage
- Marketing/Business attraction – Grocery store/Gas station/Office jobs
- Redevelop Lions Park and Central Park into modern and attractive facilities
- More special events and activities
- Implement the Downtown Master Plan

Programs:

- Greenfield Development Incentives
- Infill Development Incentives
- Brownfield Development Incentives
- Building & Property Improvement and Rehabilitation Incentives
- Public Infrastructure Development/Redevelopment
- Historic Preservation
- Community Events, Festivities, Cultural Awareness, and Non-Profits
- Beautification
- Marketing, Promotions and Recruitment
- Code Enforcement
- Relocation Assistance
- Community Policing
- Neighborhood Reinvestment Program
- Elderly and Disabled Assistance Program
- Disaster Prevention and Recovery

Short Term Projects:

- Redevelopment plan for Gray's Trucking Property
- Continued work with grocery store chains
- Develop a business beautification program

- Streetscaping projects
- Crosswalk improvements
- Wayfinding signage program
- Pocket parks
- Festivals and events

Long Term Projects:

- Redevelopment of Grey's Trucking
- Completion of a connected pedestrian system
- A completed pedestrian corridor

Pat Steed said the CRA is a permissive plan and it is based on the downtown redevelopment master plan. Additionally, the plan includes a variety of programs and projects that have been identified. She concluded by reviewing the timeline.

CRA Timeline:

August 4th

- Formation of the CRA Board of Directors
- Initial meeting of the CRA Board of Directors
- First reading of the Community Redevelopment Plan

August 18th

- Second reading (public hearing) of the Community Redevelopment Plan

August – October

- Polk County Review

November

- Polk County Planning Commission Hearing

December

- Polk County Board of County Commissioners Hearing

January 1st, 2015

- Effective Date for Tax Increment Financing (TIF) Trust Fund

Board Member Duncan said if the City were to perform projects within the Community Redevelopment Area, can the CRA reimburse the City?

City Manager Leavengood replied and said the CRA cannot carry a deficit. He believes the statutory requirement on the CRA funds, states they have to be expended within three years. He said you can roll it over and assign it to specific projects, but you can't really have true reserves like the City. The state does not want to see you stockpile five-million dollars in a CRA because the purpose of it is to address blight. He continued and said at the same time you may need to save a little bit to leverage the funds. He explained the most you can do is really reimburse some expenses to the General Fund if you had personnel assigned to CRA duties. He concluded by saying that is no different than we do with utilities today, with different employees that are funded through different funds.

Chair Daley said so we have to have some time go by while we collect some money; then have projects that we can use that money on.

City Manager Leavengood said he anticipated in the early stages of the CRA there may be a five or ten thousand dollar budget. There may be a specific project that we put in the Capital Improvement Program (CIP) like the benches that were placed on East Haines. He said as it grows, we can get more aggressive and look at different things. Maybe it is a General Fund projects and you would use a portion of the CRA budget to help with the General Fund project if it is within the CRA area. He provided an example of a large streetscaping project or said we can do smaller projects; it depends on what we want to do.

Vice Chair Lake asked so we won't really see any money coming into this until next year, and wanted to know if we would be able to do anything.

City Manager Leavengood responded and said the following year is when we should see revenue. He replied and said the projects we will be able to do will depend on if the property values increase. It is revenue dependent.

Pat Steed of the Central Florida Regional Planning Council said the conservative first increment estimation is \$3,000.00; with the second increment being closer to \$9,000.00.

City Manager Leavengood said the Community Redevelopment Agency will become basically a separate department within the City. Just like you receive the separate sections of the budget as with the police department or community development; there will be a community redevelopment agency sheet in the budget. It has to balance with itself. He explained the CRA will be then included with the regular budget and then we can assign it or tackle different capital projects that fall within the CRA.

Board Member Duncan asked if we would do a Capital Improvement Plan for the CRA?

Assistant City Attorney cautioned about discussing City Commission business during the Community Redevelopment Agency meeting.

Board Member Daley reflected on how the process would move forward.

City Manager Leavengood said at some point we will convene as the CRA Board, with your own project priority list, and it will very much gel up with the City's capital budget, but again only those items within the CRA area. You would then approve your own budget as the CRA Board to then be included within the City's budget.

Vice Chair Lake said theoretically based on this project income, we should not be planning any major projects.

City Manager Leavengood replied and said the first ten years of the CRA are most likely going to be smaller projects or using the funds to subsidize larger projects, with the City and the CRA basically teaming up.

A discussion ensued about projects such as landscaping and benches to make the City look better.

Board Member Duncan said before all of this becomes final, and we have a developer come in and develop a piece of property; when we draw the line in January for the property values in the

CRA; if that building is finished before we finish that, would it be the current appraised value of that developed piece of land? Because there is one going on right now within our CRA zone.

Pat Steed replied that it is really when it goes onto the tax roll. It is not until the building is completed, and then it goes onto the Property Appraisers tax roll that it actually gets counted as the value including the building. The timing of that becomes – if it is under construction now that does not automatically mean that it will or won't be. She does not know at what point it will be picked up on the tax roll. It is not until it is completed and the certificate of occupancy is issued and it is officially on the tax roll. That is usually the following year. She concluded by saying the CRA and Tax Increment Financing are long term investment tools so don't get discouraged by looking at the short term because the long term prospects are very good.

Vice Chair Lake moved to recommend approval and submit the CRA Plan to the City of Lake Alfred City Commission for consideration; seconded by **Board Member Maultsby**;

Chair Daley requested for any audience comments.

Lowell Schmidt 365 East Sanford Street wanted to know how future elections would affect the Chair and Vice Chair appointments if one or the other did not get elected? He went on to say there is the potential to lose 2/5 of your experienced board. He continued and said the other two voluntary members will not have gone through this process. He is looking to see experienced knowledgeable members and asked "has it been thought about as far as you five?"

Chair Daley said it is really the same as the City Commission and at any point any two of us, in one election, could be replaced by two new people and then the following year maybe another one or two. She said you would think people wanting to run for the City Commission would be familiar with city business and what the city needs.

City Manager Leavengood said long-term it is really a policy decision and making appointments to all of the boards in the city and the CRA board is no different. Staff's recommendation is, at this point since there is not even a budget and we have a quorum with the City Commission, to probably not fill those positions for several years until there is a big enough budget to where you can actually decide upon projects.

A discussion ensued about the planning board members and other potential members wanting to gain experience which could potentially fill the two other vacancies. The CRA Chair and Vice Chair positions could also be held by citizens.

Assistant City Attorney said he thinks Mr. Schmidt raised a very valid point as far as the educational background for the potential CRA board members that might come in to replace previously existing board members. The CRA board does have the power and ability to adopt rules and regulations and can impose specific training programs that you implement through your policies to bring the new board members up to speed. He concluded by saying this would provide a knowledge base for the persons coming into those positions.

Lowell Schmidt said he felt this was the appropriate time to discuss this. He said the city was fortunate that the City Manager has some good CRA experience behind him that can help our amateurs at this point. He asked if there were going to term limits.

Chair Daley said the rules and regulations will be discussed and implemented at a later date. She asked a question and wanted to know if one of the appointees could be a business owner

in the CRA area or a resident of one of the houses within the CRA? Would that cause them to have to abstain because the CRA is funding streetscaping in front of their business, and they would be voting on it which would benefit them.

Assistant City Attorney Claytor said there has to be a direct and immediate pecuniary benefit.

Board Member Duncan said his residence is within the CRA area and wanted to know if he would not be allowed to vote on a specific project.

Assistant City Attorney Claytor said direct and immediate is literal.

City Manager Leavengood said the planning board had similar conversations. The real test is if it is immediate, so if it had an ancillary benefit or indirect benefit such as "my business is located on Lake Shore and I just approved a half million dollars streetscaping project to beautify it; the value will increase, and hopefully I will get more customers - again that is an indirect benefit. You are not cutting a check to that business. If there is a beautification grant program through the CRA and we actually awarded dollars for people who improve their facades that is where you would be careful on. That would then constitute a direct benefit and then you would have to abstain from voting.

Judy Schelfo of 640 East Lakeview asked if she was mistaken when she thought there was discussion earlier about the planning board serving as the CRA board and when did that get changed?

City Manager Leavengood said the planning board can't serve as the CRA board because that would be a violation of the dual office prohibition. Only the City Commission can serve as the board because he believes it is provided for in the statute that they serve in an ex-officio capacity.

Judy Schelfo replied and said this seems to me to be a little redundant also. You all are making plans on something you are going to recommend to yourselves and vote on. That does not make any sense either.

City Manager Leavengood said it seems odd in this context but this process is laid down in statute that you have to follow A,B,C... and so it seemed kind of funny the way we had to do it but we had to create the CRA on second and final reading and then allow for the board to meet in order to recommend the plan for consideration on first reading to the City Commission which will reconvene following the close of this meeting.

Chair Daley said it is pretty typical for the City Commission to serve as a part of the board.

Judy Schelfo said she didn't realize that.

City Manager Leavengood said the County Commission actually required it to be the City Commission plus the two citizen members.

Judy Schelfo suggested the CRA board consider filling those citizens' positions now to have the citizens input and to have an outside balance on the decisions being made within the first year of the board. She would like to see that happen sooner rather than later just to help the process. She concluded by saying unless you are actually a business owner, you don't really know where we are walking out here.

City Manager Leavengood said we can cross that bridge when we come to it. Early on, you will then have seven individuals making a decision on a five-thousand dollar budget. Whereas you don't want to take the experience from the planning board, which are making major recommendations to the City Commission on land development regulations through the entire city. It is always a tough balancing act and you need to have good people on all of the boards.

Judy Schelfo responded she understands, but she thinks we should start it out right and have the rights mix of people going forward from the beginning.

City Manager Leavengood said just for the record, his comments were directed to the CRA board and not the City Commission.

Karen Abdul-Hameed of 825 James Way asked the City Manager if he would be helping them and was not a board member.

City Manager Leavengood said he is an officer as well and he could not serve on the board in a voting capacity due to the dual office prohibitions. He went on to say that he, along with the Community Development Director, would serve as the staff component.

Board Member Duncan asked if the CRA board would have legal representation at their meetings.

Assistant City Attorney Claytor said depending on the matters to be discussed, if the CRA board requests legal counsel; legal counsel can be present.

City Manager Leavengood said the CRA board is not a legislative body per se. The board cannot approve ordinances or resolutions or things like that. It is typically going to be project based for the most part. He said in the three years he was in Auburndale, he does not recall any legal questions coming up in the deliberations. Again the discussions are usually on project priorities. He said the board has to ensure they are complying with the plan, which again is a permissive document, and the budget. The budget is approved through the regular budget process and is audited through the City auditor. It is a turn-key operation.

Board Member Duncan asked if the panel of seven would not have a vote on the budget for the CRA?

City Manager Leavengood said they would approve their own budget basically as a recommendation, he believes then it will be included within the City's budget. The City Commission would ultimately approve the CRA's budget in their regular budget process.

Chair Daley said with a motion and a second on the floor; are there any other comments?

Board Member Dearmin said he is thankful for the comments that were made, it makes good sense.

A vote was called by the Chair.

CHAIR DALEY	AYE
VICE CHAIR LAKE	AYE
BOARD MEMBER DEARMIN	AYE

BOARD MEMBER DUNCAN AYE
BOARD MEMBER MAULTSBY AYE

Board Member Duncan made a motion to adjourn the CRA meeting; seconded by **Board Member Dearmin**; motion was approved by unanimous voice call vote.

CHAIR DALEY AYE
VICE CHAIR LAKE AYE
BOARD MEMBER DEARMIN AYE
BOARD MEMBER DUNCAN AYE
BOARD MEMBER MAULTSBY AYE

Without further business, the CRA Meeting adjourned at 9:15 p.m., and the City Commission reconvened.

Respectfully submitted,

Linda Bourgeois, M.M.C.

City Clerk

**LAKE ALFRED CITY COMMISSION MEETING
SEPTEMBER 9, 2015**

2.) CRA RESOLUTION 01-15: CRA ANNUAL BUDGET

AMENDED

ISSUE: The CRA Board shall consider approval of **CRA Resolution 01-15** for the FY 2015/2016 Operating Budget for the Community Redevelopment Agency to be included to the City of Lake Alfred's annual operating budget for consideration.

ATTACHMENTS:

- **CRA Resolution 01-15** - CRA Annual Budget

ANALYSIS: The proposed CRA budget is the first operating budget to be created following the creation of the CRA in the fall of 2015. The majority of the \$20,000 budget has been placed in capital repair and maintenance projects to assist the City in beautification projects over the next fiscal year. It may also be able to assist the City in the funding the rollout of downtown wayfinding program. Now with a baseline budget, CRA project discussions can be included in the capital budget presentation that typically occurs in March of each year.

STAFF RECOMMENDATION: **Approval of the CRA Resolution 01-15.**

CRA RESOLUTION NO. 01-15

A RESOLUTION OF THE COMMUNITY REDEVELOPMENT AGENCY OF THE CITY OF LAKE ALFRED, FLORIDA, ADOPTING A BUDGET FOR THE FISCAL YEAR COMMENCING OCTOBER 1, 2015; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred previously approved Ordinance 1335-14 creating the Community Redevelopment Agency of the City of Lake Alfred (CRA); and

WHEREAS, Florida Statutes, Section 189.014(6), requires special districts, including the CRA, to adopt an annual budget by resolution; and

WHEREAS, it is anticipated that the CRA will have the benefit of tax increment revenues, as well as potentially other funds under the control of the City of Lake Alfred to utilize towards redevelopment and implementation of the Community Redevelopment Plans of the City of Lake Alfred; and

WHEREAS, for purposes of planning for the fiscal year commencing October 1, 2015, the CRA desires to have its budget reflect the tax increment revenues, as well as other potentially revenue sources anticipated to be made available to fund redevelopment activities.

NOW THEREFORE BE IT RESOLVED by the Governing Board of the CRA of the City of Lake Alfred, Florida, as follows:

SECTION 1: BUDGET YEAR. That the budget for the fiscal year commencing October 1, 2015, set forth at Exhibit "A" attached hereto and made a part hereof, is approved

SECTION 2: EFFECTIVE DATE. This Resolution will take effect immediately upon its passage.

INTRODUCED AND PASSED by the Governing Board of the CRA of the City of Lake Alfred, Florida, on this 9th day of September, 2015.

**COMMUNITY REDEVELOPMENT
AGENCY OF THE CITY OF LAKE
ALFRED, FLORIDA**

BY: _____
Charles O. Lake, Chairman

ATTEST:

Ameé Bailey-Speck, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

Exhibit "A" to CRA Resolution 01-15
City of Lake Alfred
COMMUNITY REDEVELOPMENT AGENCY
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.000- CRA REVENUE								
311.120	CRA - Tax Increment County	-	-	-	-		9,580	9,580
311.121	CRA - Tax Increment City	-	-	-	-		10,585	10,585
	TOTAL CRA EXPENDITURES	-	-	-	-	0%	20,165	20,165
001.550- CRA EXPENDITURES								
432.000	Audit	-	-	-	-	0%	600	600
440.300	Training & Travel	-	-	-	-	0%	565	565
446.000	R & M Services/Projects	-	-	-	-	0%	19,000	19,000
446.100	Capital Projects	-	-	-	-	0%	-	-
	TOTAL CRA EXPENDITURES	-	-	-	-	0%	20,165	20,165

ORDINANCE NO. 1355-15

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA, ADOPTING A BUDGET FOR THE CITY OF LAKE ALFRED, FLORIDA FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2015 AND ENDING SEPTEMBER 30, 2016 AND APPROPRIATIONS AND ALLOCATIONS OF REVENUE FOR FISCAL YEAR 2015/2016; PROVIDING FOR CONFLICTS, SEVERABILITY, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2.11 of the City Charter of the City of Lake Alfred, Florida and laws of the State of Florida, a proposed budget of estimated revenues and expenditures and complete financial plan of all City funds and activities for Fiscal Year 2015/2016 has been prepared and reviewed; and

WHEREAS, the City Commission is of the opinion that all of the items of anticipated revenues and expenditures for the said fiscal year are reasonable and proper for the administration of the affairs of the proper conduct of the business of the City of Lake Alfred; and

WHEREAS, after further review, the City Commission desires to adopt said budget attached hereto as Exhibit "A".

NOW THEREFORE BE IT ORDAINED by the City Commission of the City of Lake Alfred, Florida, as follows:

SECTION 1. BUDGET YEAR. That there is hereby adopted a budget for Fiscal Year 2015/2016 for the City of Lake Alfred, Florida, for the period beginning October 1, 2015 and ending September 30, 2016.

SECTION 2: REVENUES AND EXPENDITURES. That the expenditures of more than \$20,000 must be approved by the City Commission and that a complete copy of the entire budget for Fiscal Year 2015/2016 consisting of estimated revenues and expenditures is attached as Exhibit "A" to this ordinance and specifically incorporated herein along with all amendments thereto made by this Commission on the date of adoption.

SECTION 3: CONFLICTS. All Ordinances or parts of Ordinances in conflict with any provisions of this Ordinance are hereby repealed.

SECTION 4: SEVERABILITY. If any section or portion of a section of this Ordinance proves not valid, unlawful or unconstitutional, it shall not be held to invalidate or impair the validity, force or effect of any other section or part of this Ordinance.

SECTION 5: EFFECTIVE DATE. This Ordinance shall become effective on October 1, 2015.

INTRODUCED AND PASSED on first reading at a Regular Meeting of the City Commission of Lake Alfred, Florida held this 9th day of September, 2015.

PASSED AND ENACTED ON SECOND READING, with a quorum present and voting, the City Commission of Lake Alfred, Florida, this 23rd day of September, 2015.

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

Charles O. Lake, Mayor

ATTEST:

Ameé Bailey-Speck, City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

**CITY OF LAKE ALFRED
FY 2015/2016 BUDGET
SUMMARY**

General Fund

	2015/2016	2016/2017
Revenues	4,181,539	4,282,784
Expenditures	4,181,539	4,282,784
Contingency	4,915	3,625

Community Redevelopment Agency

Revenues	20,165	20,165
Expenditures	20,165	20,165
Contingency	-	-

Enterprise Fund

Revenues	2,241,000	2,241,000
Expenditures	2,241,000	2,241,000
Contingency	20,815	8,022

Stormwater

Revenues	55,000	55,000
Expenditures	55,000	55,000
Contingency	14,110	14,110

Total	\$6,497,704	\$6,598,949
--------------	--------------------	--------------------

Exhibit "A" to Ordinance 1355-15

CITY OF LAKE ALFRED

CAPITAL IMPROVEMENTS PROGRAM (CIP)

FY 2015/2016 - FY 2019/2020

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	Funding
	1st Year Budget	2nd Year Budget				
General Government						
Electronic Message Board		\$20,000				
Total:	\$0	\$20,000	\$0	\$0		
Police Department						
Replacement Patrol Vehicle	\$30,000	\$30,000	\$30,000	\$30,000	\$30,000	
Police K-9				\$10,000		
Total:	\$30,000	\$30,000	\$30,000	\$40,000	\$30,000	
Fire Department						
Replacement Fire Engine	\$50,000	\$50,000	\$50,000	\$450,000	\$50,000	250k GF R.
Staff Vehicle Replacement			\$35,000			
Total:	\$50,000	\$50,000	\$85,000	\$450,000	\$50,000	
Community Dev.						
City Limit Legal Description			\$15,000			
Total:	\$0	\$0	\$15,000	\$0	\$0	
Parks and Recreation						
Lion's Park Deck	\$30,000					
Mower	\$8,000		\$8,000			
P&R Master Plan		\$30,000				P&R Impact
Vehicle Replacement		\$20,000				
Tennis Court Relocation			\$100,000			FRDAP Grant
Capital at Mackay	\$30,000	\$20,000	\$20,000	\$20,000	\$20,000	
Baseball Scoreboard		\$15,000				
Dock Repair & Replacement	\$20,000	\$20,000	\$20,000	\$20,000	\$20,000	
Football Lighting				\$150,000		County MSTU
Total:	\$88,000	\$105,000	\$148,000	\$190,000	\$40,000	
Library						
Total:	\$0	\$0	\$0	\$0	\$0	

Exhibit "A" to Ordinance 1355-15

CITY OF LAKE ALFRED

CAPITAL IMPROVEMENTS PROGRAM (CIP)

FY 2015/2016 - FY 2019/2020

	2015/2016	2016/2017	2017/2018	2018/2019	2019/2020	Funding
	1st Year	2nd Year				

Public Works

Replacement Service Vehicles			\$25,000			
Street Resurfacing		\$150,000		\$150,000		Local Gas Tax 45k GF R.
Backhoe	\$90,000					
Holiday Decorations/Electric	\$20,000	\$20,000				
Mower		\$8,000				
Replacement Air Compressor	\$6,000					
Total:	\$116,000	\$178,000	\$0	\$150,000	\$0	

Public Utilities

Replacement Service Vehicles	\$25,000	\$25,000			\$25,000	
Paint Water Tower		\$60,000				
Refurbish High Service Pumps	\$30,000		\$30,000			Reserves
Utility Rate Study	\$30,000					
Drying Bed			\$50,000			
Ramona L/S Improvements			\$30,000			
Echo Terrace Lift Station				\$80,000		Stormwater R.
Mower	\$8,000			\$8,000		
Total:	\$93,000	\$85,000	\$110,000	\$88,000	\$25,000	

Funding Reserves

Grant Funding

Restricted Funding

Total General Fund Capital	\$284,000	\$383,000	\$278,000	\$830,000	\$120,000
Total Enterprise Fund Capital	\$93,000	\$85,000	\$110,000	\$88,000	\$25,000
Total Capital	\$377,000	\$468,000	\$388,000	\$918,000	\$145,000
Total Operating GF Capital	\$239,000	\$203,000	\$178,000	\$280,000	\$120,000
Total Operating EF Capital	\$55,000	\$85,000	\$110,000	\$88,000	\$25,000
Total Oper/Unres Capital	\$294,000	\$288,000	\$288,000	\$368,000	\$145,000

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
REVENUES								
■ Increase Revenue/Decrease Expenditure				■ Decrease Revenue/Increase Expenditure				
001.000- TAXES								
311.110	Ad Valorem Taxes - (M)	926,120	956,105	968,250	986,244	102%	1,026,238	1,046,763
311.120	CRA - Tax Increment County	-	-	-	-		9,580	9,580
311.121	CRA - Tax Increment City	-	-	-	-		10,585	10,585
312.300	9th Cent Gas Tax - (M)	23,115	20,584	20,000	19,690	98%	20,000	20,000
312.410	Local Option Gas Tax - (M/S)	119,669	124,688	124,240	108,326	87%	132,149	134,792
312.420	5th Cent Gas Tax - (M/S)	72,999	79,406	76,780	68,870	90%	82,622	82,622
312.520	Casualty Insurance Tax -(A)	32,268	32,629	31,535	-	0%	31,535	31,535
314.100	Electric Service Tax - (M)	295,925	296,385	290,000	265,147	91%	295,000	300,900
314.300	Water Service Tax - (M)	45,737	47,253	48,000	43,352	90%	48,000	48,000
312.510	Insurance Premium Tax - (A)	23,713	26,877	21,000	-	0%	21,000	21,000
314.800	Propane Service Tax - (M)	11,121	12,148	13,000	11,123	86%	13,000	13,000
315.000	Local Comm Tax - (M/S)	142,488	126,061	125,830	102,546	81%	122,075	122,075
335.180	Half-Cent Sales Tax - (M/S)	262,033	275,804	282,475	240,163	85%	301,101	307,123
TOTAL TAXES		1,955,188	1,997,940	2,001,110	1,845,461	92%	2,112,885	2,147,975
001.000- LICENSES AND PERMITS								
321.110	Business Tax	10,553	9,471	12,000	4,407	37%	12,000	12,000
322.025	Remittance Fee	1,022	5,148	1,000	10,964	1096%	1,000	1,000
322.200	Education Fee	1,233	1,383	1,000	1,607	161%	1,000	1,000
322.100	Alarm Permit	150	75	125	175	140%	125	125
349.322	Building Inspections	630	525	600	663	111%	600	600
322.300	Archive Fee	1,233	1,383	1,000	1,607	161%	1,000	1,000
354.000	Liens - Violation of Ordinance	1,687	13,990	10,000	9,752	98%	10,000	10,000
354.100	Lien Searches	2,415	2,135	2,000	2,497	125%	2,000	2,000
322.000	Building Permits	39,511	87,738	45,000	169,379	376%	85,000	85,000
TOTAL LICENSES AND PERMITS		58,434	121,848	72,725	201,051	276%	112,725	112,725
001.000- INTERGOVERNMENTAL								
335.120	State Revenue Sharing -(M/S)	108,676	119,826	123,695	97,273	79%	130,347	132,954
335.122	8th Cent Motor Fuel Tax - (M/S)	44,432	48,990	50,570	39,770	79%	58,927	60,106
335.140	Mobile Home Licenses - (M)	14,820	14,733	15,000	15,795	105%	15,000	15,000
335.150	Alcohol Beverage Lic - (Q)	1,785	1,736	3,000	1,907	64%	3,000	3,000
331.100	Grant - Florida Grants	59,850	36,584	-	-	0%	-	-
334.220	Grant - Police Dept.	9,491	7,200	10,190	-	0%	-	-
331.200	Grant - Police	1,000	10,819	-	-	0%	-	-
334.260	Right of Way Maint - (Q)	22,737	30,315	30,000	21,211	71%	30,000	30,000
334.710	Signal Maint -(A)	2,782	2,865	2,700	3,541	131%	-	-
334.952	Street Lights Maint -(A)	17,054	20,642	20,640	21,262	103%	21,000	21,000
331.540	Grant	-	1,961	-	-	0%	-	-
337.210	SRO Supplement -(Q)	92,266	97,103	100,650	81,409	81%	102,000	102,000
338.350	Library Cooperative -(Q)	33,731	25,702	25,000	29,173	117%	25,000	25,000
342.340	Fire Automatic Aid - (Q)	184,807	190,806	190,805	191,273	100%	60,000	40,000
TOTAL INTERGOVERNMENTAL		593,431	609,282	572,250	502,614	88%	445,274	429,059

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.000- FRANCHISE FEES								
323.100	Electric FF - (M)	234,530	250,720	240,000	237,875	99%	320,000	320,000
323.400	Gas FF - (M)	23,371	35,915	32,000	18,938	59%	25,000	25,000
323.700	Solid Waste FF - (M)	18,895	20,322	22,000	15,581	71%	20,000	20,000
TOTAL FRANCHISE FEES		276,796	306,957	294,000	272,394	93%	365,000	365,000
001.000- CHARGES FOR SERVICES								
341.200	Zoning Fees	358	2,023	2,500	950	38%	2,500	2,500
341.041	Library Printing	2,304	2,811	3,000	3,041	101%	3,000	3,000
341.050	Misc Services	1,100	942	1,850	939	51%	1,450	1,450
343.800	Cemetery Sales	5,075	17,085	10,000	8,250	83%	10,000	10,000
347.208	Summer Rec Program	26,250	20,910	20,000	20,436	102%	20,000	20,000
TOTAL CHARGES FOR SERVICES		35,087	43,771	37,350	33,616	90%	36,950	36,950
001.000- SANITATION								
343.300	Sanitation - (M)	301,398	305,754	305,000	264,933	87%	320,000	320,000
343.400	Recycling	46,549	47,107	48,000	40,339	84%	48,000	48,000
343.301	Extra Trash Pickup	1,170	1,997	1,500	161	11%	1,500	1,500
343.307	Fuel Adjustment Fee	90,738	94,069	92,000	83,801	91%	97,000	97,000
343.306	Garbage Late Fees	13,175	14,014	13,000	12,340	95%	14,000	14,000
343.901	Sanitation Reserve Fund	48,222	48,597	49,000	42,025	86%	50,000	50,000
343.902	Equipment Reserve Fund	18,767	18,893	19,000	16,334	86%	20,000	20,000
TOTAL SANITATION		520,019	530,431	527,500	459,933	87%	550,500	550,500
001.000- FINES AND FORFEITURES								
351.000	Police Fines - (M)	14,984	11,903	20,000	7,664	38%	12,000	12,000
351.100	Police Education	2,050	759	2,000	719	36%	1,000	1,000
351.200	Forfeiture (Confiscated)	5,209	-	-	-	0%	-	-
351.300	Police Detail	2,295	2,863	3,000	3,295	110%	3,000	3,000
352.000	Library Fines	1,639	1,641	1,500	1,254	84%	1,500	1,500
349.400	Restitution	1,452	1,630	1,500	1,745	116%	1,500	1,500
TOTAL FINES AND FORFEITURES		27,629	18,796	28,000	14,677	52%	19,000	19,000

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.000- RENTALS								
362.030	Rental - Highlands	2,675	3,075	3,000	3,425	114%	3,000	3,000
362.032	Rental - Mackay Preserve	14,961	26,747	22,000	22,082	100%	25,000	25,000
362.033	Rental - Cancellation Fee	1,175	1,950	1,000	3,500	350%	3,000	3,000
362.034	Rental - Lions Park	1,500	1,100	1,000	1,300	130%	1,000	1,000
362.038	Rental - Tower	143,012	138,111	110,000	97,481	89%	100,000	100,000
362.035	Rental - Ball Field	90	-	300	-	0%	300	300
	TOTAL RENTAL	163,413	170,983	137,300	127,788	93%	132,300	132,300
001.000- INTEREST EARNED								
361.000	Interest Income	8,892	8,774	8,000	9,208	115%	9,000	9,000
361.100	Interest - Investments	1,238	446	-	92	0%	-	-
	TOTAL INTEREST EARNED	10,130	9,220	8,000	9,300	116%	9,000	9,000
001.000- MISCELLANEOUS								
365.000	Sale of Surplus Property	14,460	1,234	6,000	568	9%	2,000	2,000
319.100	Motor Fuel Tax Refund - (M)	4,528	5,527	5,000	4,497	90%	5,000	5,000
366.300	Bluegrass Bash	8,023	6,931	7,000	3,412	49%	7,000	7,000
366.400	Recreation Donations	1,000	43	1,000	471	47%	1,000	1,000
369.000	Miscellaneous Income	13,786	1,673	10,000	9,493	95%	7,000	7,000
369.100	Storage	2,200	150	1,000	500	50%	1,000	1,000
369.200	Grillin & Chillin	8,304	7,888	3,000	1,594	53%	3,000	3,000
369.300	Insurance Proceeds	12,396	20,828	9,670	12,057	125%	12,000	12,000
369.400	Event Reimbursement	622	-	1,200	1,475	123%	1,200	1,200
369.500	Ridge League Receipts	3,693	4,574	1,500	-	0%	1,500	1,500
369.600	Veteran's Memorial	31,258	2,200	-	600	0%	-	-
369.700	Centennial Merchandise	-	-	-	2,663	0%	-	-
	TOTAL MISCELLANEOUS	100,270	51,048	45,370	37,330	82%	40,700	40,700
001.000- TRANSFERS								
381.224	Reserve - Rec. Impact Fee	-	-	-	-	0%	-	30,000
381.233	Public Safety Impact Fees	25,475	264,563	-	-	0%	-	-
381.314	Local Option Gas Tax	-	-	73,600	-	0%	-	82,622
381.375	Equipment Reserve	-	-	-	-	0%	45,000	-
381.401	General Fund Reserve	101,912	-	-	-	0%	-	-
381.402	Interfund Transfer	118,236	152,605	239,515	199,596	83%	214,449	222,969
381.403	Cost Allocation	-	176,660	91,000	75,833	83%	117,921	124,149
381.473	Transfer from Sanitation	95,968	249,989	-	-	0%	-	-
	TOTAL TRANSFERS	341,591	843,817	404,115	275,429	68%	377,370	459,740
	TOTAL ALL REVENUES	4,081,988	4,704,093	4,127,720	3,779,593	92%	4,201,704	4,302,949

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.511- CITY COMMISSION								
411.000	Salaries & Wages	13,200	13,200	13,200	11,000	83%	13,200	27,000
421.000	FICA Expense	1,010	1,010	1,010	842	83%	1,010	2,066
424.000	Workers Comp Insurance	1	376	125	125	100%	226	226
440.300	Training & Travel	5,503	8,670	8,000	1,183	15%	13,000	13,000
443.200	Electric	5,829	5,604	5,500	4,259	77%	5,500	5,500
445.000	Property & Liability	12,883	14,144	19,860	18,454	93%	21,060	21,060
451.000	Office Supplies	47	490	500	31	6%	500	500
452.000	Operating Supplies	805	1,110	1,000	610	61%	1,000	1,000
452.940	Uniforms & Shoes	49	707	800	-	0%	800	800
454.000	Subscriptions & Memberships	1,239	1,238	1,250	1,368	109%	1,500	1,500
TOTAL CITY COMM		40,566	46,549	51,245	37,872	74%	57,796	72,652
001.512- CITY ADMINISTRATION								
412.000	Salaries & Wages	152,859	135,976	141,910	134,044	94%	159,067	161,333
414.000	Overtime Pay	23	-	-	-	0%	-	-
421.000	FICA Expense	12,592	13,983	14,200	9,132	64%	18,394	19,824
422.000	Retirement	24,786	18,749	21,240	22,108	104%	35,251	35,803
423.000	Life & Health Insurance	18,110	9,556	10,985	7,036	64%	20,158	23,329
424.000	Workers Comp Insurance	1,170	3,789	1,440	1,438	100%	399	399
431.200	Deed Recording Escrow	47	500	500	-	0%	500	500
431.500	Employee Exams	-	-	-	60	0%	-	-
434.600	Municipal Code Corp	1,032	2,207	3,000	3,316	111%	3,000	3,000
440.300	Training & Travel	7,037	4,832	4,000	1,664	42%	4,000	4,000
441.000	Communications	1,786	2,111	2,000	2,243	112%	2,000	2,000
441.100	Cell Phone	737	516	-	-	0%	600	600
443.200	Electric	2,322	1,727	2,000	909	45%	2,000	2,000
445.000	Property & Liability	221	243	-	-	0%	-	-
446.000	Contractual Services	23,192	29,986	24,500	11,430	47%	5,000	5,000
446.100	R & M - Auto	122	-	500	138	28%	500	500
446.120	R & M - Copier	3,370	2,843	3,500	2,102	60%	3,500	3,500
446.200	R & M - Records	4,920	-	-	-	0%	-	-
446.348	R & M - Software	4,375	2,191	2,500	450	18%	2,000	2,000
449.000	Legal Advertisement	5,601	8,467	6,000	7,739	129%	7,000	7,000
451.000	Office Supplies	483	527	500	1,079	216%	1,000	1,000
452.000	Operating Supplies	3,158	2,321	3,000	1,322	44%	3,000	3,000
440.500	Expense Allowance	-	-	5,000	2,763	55%	5,000	5,000
452.700	Fuel	364	318	500	211	42%	500	500
453.100	City Election	48	24	1,800	1,877	104%	-	1,800
454.000	Subscriptions & Memberships	1,417	1,547	1,900	1,599	84%	1,900	1,900
CITY ADMIN. TOTAL		269,772	242,413	250,975	212,660	85%	274,769	283,988

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.513-	FINANCE							
412.000	Salaries & Wages	80,926	84,753	87,215	73,724	85%	92,097	92,250
414.000	Overtime Pay	-	51	100	169	169%	100	100
421.000	FICA Expense	5,871	6,345	6,610	5,168	78%	7,053	7,065
422.000	Retirement	12,635	14,828	13,890	13,676	98%	8,975	8,975
423.000	Life & Health Insurance	5,144	9,556	10,985	9,104	83%	11,258	11,929
424.000	Workers Comp Insurance	506	2,459	620	619	100%	91	91
431.500	Employee Exams	42	42	50	-	0%	50	50
433.000	Bank Service Charges	109	228	500	25	5%	500	500
440.300	Training & Travel	830	979	1,500	1,653	110%	2,000	2,000
441.000	Communications	2,770	2,189	2,000	1,848	92%	2,000	2,000
443.200	Electric	2,322	1,727	2,000	909	45%	2,000	2,000
446.000	R & M Services	870	1,109	1,000	-	0%	500	500
446.348	R & M - Software	6,700	6,700	7,600	8,500	112%	8,500	8,500
451.000	Office Supplies	860	944	1,000	531	53%	1,000	1,000
452.000	Operating Supplies	2,244	1,586	2,000	1,456	73%	2,000	2,000
452.940	Uniforms & Shoes	480	621	800	518	65%	800	800
454.000	Subscriptions & Memberships	160	230	195	35	18%	195	195
	TOTAL FINANCE	122,469	134,347	138,065	117,935	85%	139,119	139,955

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.521- POLICE DEPT								
412.000	Salaries & Wages	550,410	503,154	574,540	467,483	81%	581,210	589,746
412.221	Retirement - Police	32,268	32,629	31,535	-	0%	31,535	31,535
414.000	Overtime Pay	4,479	9,053	4,000	7,130	178%	5,000	5,000
421.000	FICA Expense	42,122	38,843	44,260	36,099	82%	44,845	45,498
422.000	Retirement	68,171	67,008	79,385	79,542	100%	51,585	52,708
423.000	Life & Health Insurance	75,612	76,449	87,900	68,172	78%	90,061	95,432
424.000	Workers Comp Insurance	11,522	15,792	14,155	14,139	100%	14,355	14,355
431.500	Employee Exams	594	1,459	1,000	1,584	158%	1,000	1,000
441.300	Training & Travel	2,795	2,880	4,000	2,509	63%	4,000	4,000
441.000	Communications	8,024	7,525	7,500	5,327	71%	7,500	7,500
441.100	Cell Phone	1,529	1,592	1,800	1,227	68%	1,800	1,800
443.200	Electric	10,245	10,819	8,000	8,410	105%	10,000	10,000
445.000	Property & Liability	4,705	5,166	5,320	4,940	93%	5,640	5,640
445.500	Special Risk Ins.	538	538	550	458	83%	550	550
446.000	R & M Services	2,449	1,454	1,000	7,637	764%	6,000	6,000
446.100	R & M - Auto	15,108	11,245	10,000	8,179	82%	11,000	11,000
446.120	R & M - Copier	2,518	2,436	2,700	1,861	69%	2,700	2,700
446.200	R & M - Radios	-	3,670	3,500	3,417	98%	3,500	3,500
446.700	R & M - IT Contract	2,550	2,550	3,000	2,550	85%	3,000	3,000
449.000	Contractual Services	3,762	5,157	4,500	1,604	36%	2,500	2,500
451.000	Office Supplies	951	1,144	1,000	998	100%	1,000	1,000
452.000	Operating Supplies	4,050	2,213	3,000	1,129	38%	3,000	3,000
452.012	K-9 Expenses	882	722	1,000	627	63%	1,000	1,000
452.100	Computer Replacement	-	3,389	2,500	1,880	75%	2,500	2,500
452.700	Fuel	29,857	25,570	27,000	17,485	65%	25,000	25,000
452.940	Uniforms & Shoes	3,860	1,571	4,000	4,196	105%	4,000	4,000
454.000	Subscriptions & Memberships	320	370	300	350	117%	300	300
464.100	Capital - Vehicle	30,274	29,617	30,000	30,796	103%	30,000	30,000
464.200	Capital - Grant Equipment	11,248	18,372	10,190	12,159	119%	-	-
TOTAL POLICE DEPT		920,843	882,387	967,635	791,888		944,581	960,264

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.522- FIRE DEPT								
412.000	Salaries & Wages	408,192	347,558	396,850	291,808	74%	316,520	322,547
413.000	Part Time Wages	-	61,751	40,400	49,933	124%	30,000	30,000
414.000	Overtime Pay	2,433	5,396	2,000	5,711	286%	2,000	2,000
421.000	FICA Expense	30,919	31,540	33,605	26,441	79%	26,662	27,123
422.000	Retirement	23,713	44,608	49,936	49,936	100%	26,500	27,510
422.100	State Contribution	36,670	26,887	20,579	-	0%	21,000	21,000
423.000	Life & Health Insurance	51,030	47,781	54,940	41,055	75%	39,402	41,752
424.000	Workers Comp Insurance	10,377	11,029	12,745	12,731	100%	16,150	16,150
431.500	Employee Exams	6,913	5,519	3,000	980	33%	3,000	3,000
440.300	Training & Travel	3,991	2,477	3,000	2,973	99%	3,000	3,000
441.000	Communications	1,225	1,403	1,500	1,199	80%	1,500	1,500
441.100	Cell Phone	715	1,114	1,200	818	68%	1,200	1,200
443.200	Electric	8,310	8,553	6,000	6,862	114%	8,000	8,000
445.000	Property & Liability	5,147	5,651	6,115	5,685	93%	6,480	6,480
445.500	Special Risk Ins.	538	538	550	458	83%	550	550
446.000	R & M Services	2,758	2,607	3,000	2,415	81%	3,000	3,000
446.100	R & M - Auto	14,291	17,051	13,000	12,588	97%	15,000	15,000
446.110	R & M - SCBA	1,464	831	1,500	-	0%	1,500	1,500
446.200	R & M - Radio	-	3,000	3,000	3,000	100%	3,000	3,000
446.348	R & M - Software	1,500	720	2,000	765	38%	1,500	1,500
451.000	Office Supplies	387	426	500	535	107%	500	500
452.000	Operating Supplies	2,601	1,814	2,500	1,702	68%	2,500	2,500
452.140	Fire Prevention Program	801	982	1,000	972	97%	1,000	1,000
452.700	Fuel	6,296	6,707	6,000	4,508	75%	6,000	6,000
452.800	Diesel	2,800	4,557	3,500	3,042	87%	4,000	4,000
452.940	Uniforms & Shoes	2,821	4,258	4,000	2,921	73%	4,000	4,000
454.000	Subscriptions & Memberships	269	389	400	195	49%	400	400
452.941	Bunker Gear Replacements	-	3,488	3,000	-	0%	-	-
464.100	Capital - Equipment	62,955	39,791	6,500	6,424	99%	-	-
464.200	Capital - Bunker Gear	13,674	293	-	-	0%	-	-
TOTAL FIRE DEPT		702,790	688,719	682,320	535,657	79%	544,364	554,212

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.524- COMMUNITY DEVELOPMENT								
412.000	Salaries & Wages	115,165	115,503	117,865	101,960	87%	124,076	123,881
414.000	Overtime Pay	21	259	200	142	71%	200	200
421.000	FICA Expense	8,812	8,856	8,995	7,811	87%	9,507	9,492
422.000	Retirement	12,094	13,388	12,730	12,534	98%	8,975	8,975
423.000	Life & Health Insurance	9,926	9,556	10,985	9,105	83%	11,258	11,929
424.000	Workers Comp Insurance	1,998	4,166	2,765	2,762	100%	607	607
431.000	Professional Services	26,875	6,338	5,000	594	12%	5,000	5,000
431.100	CFRPC Contract	18,000	20,750	18,000	18,000	100%	15,000	15,000
431.500	Employee Exams	-	-	100	-	0%	100	100
434.600	Special Magistrate	3,754	3,278	4,000	1,946	49%	4,000	4,000
440.300	Training & Travel	1,919	1,578	2,000	755	38%	2,000	2,000
441.000	Communications	2,373	2,311	2,400	2,362	98%	2,400	2,400
441.100	Cell Phone	1,019	809	1,000	409	41%	600	600
443.200	Electric	11,658	11,209	12,000	8,519	71%	12,000	12,000
445.000	Property & Liability	1,044	1,146	1,110	1,030	93%	1,176	1,176
446.000	R & M Services	103	603	500	-	0%	500	500
446.100	R & M - Auto	895	448	500	215	43%	500	500
446.120	R & M - Copier	6,505	7,080	6,500	4,126	63%	6,500	6,500
446.348	R & M - Software	900	900	1,400	900	64%	1,400	1,400
451.000	Office Supplies	513	478	500	226	45%	500	500
452.000	Operating Supplies	1,310	1,448	1,500	958	64%	1,500	1,500
452.700	Fuel	972	802	1,000	730	73%	1,000	1,000
454.000	Subscriptions & Memberships	200	265	200	40	20%	200	200
431.200	Wayfinding Signs	-	5,930	-	20,510	0%	-	-
431.250	CRA Plan	-	30,000	-	-	0%	-	-
464.100	Capital - Machinery & Equip.	-	12,283	-	-	0%	-	-
TOTAL COMMUNITY DEVELOPMENT		226,056	259,384	211,250	195,634	93%	208,999	209,460
001.550- COMMUNITY REDEVELOPMENT AGENCY								
432.000	Audit	-	-	-	-	0%	600	600
440.300	Training & Travel	-	-	-	-	0%	565	565
446.000	R & M Services/Projects	-	-	-	-	0%	19,000	19,000
446.100	Capital Projects	-	-	-	-	0%	-	-
TOTAL CRA		-	-	-	-	0%	20,165	20,165

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.540-	PUBLIC WORKS ADMIN							
412.000	Salaries & Wages	36,958	47,730	35,465	30,074	85%	37,178	38,011
421.000	FICA Expense	2,492	3,369	2,715	2,257	83%	2,844	2,908
422.000	Retirement	22,683	8,386	5,780	5,691	0%	8,970	8,970
423.000	Life & Health Insurance	5,089	4,778	5,495	4,555	83%	5,629	5,965
424.000	Workers Comp Insurance	1,860	-	4,565	4,560	100%	2,024	2,024
431.500	Employee Exams	174	42	300	42	14%	300	300
440.300	Training & Travel	851	450	1,000	170	17%	1,000	1,000
441.000	Communications	1,582	2,644	1,500	2,389	159%	3,000	3,000
441.100	Cell Phone	678	1,050	1,000	818	82%	1,000	1,000
443.200	Electric	1,684	1,335	1,500	911	61%	1,500	1,500
445.000	Property & Liability	854	938	1,030	956	93%	1,092	1,092
446.000	R & M Services	121	889	500	-	0%	500	500
446.120	R & M - Copier	2,041	697	1,000	597	60%	1,000	1,000
451.000	Office Supplies	374	284	500	343	69%	500	500
452.000	Operating Supplies	473	517	500	444	89%	500	500
452.940	Uniforms & Shoes	3,745	5,562	4,000	4,382	110%	5,000	5,000
454.000	Subscriptions & Memberships	115	125	200	110	55%	200	200
458.902	Cost Allocation - Enterprise	-	-	-	-	0%	-	-
458.903	Cost Allocation - Stormwater	(10,326)	(11,130)	(11,130)	(9,275)	83%	(11,130)	(11,130)
464.200	Office Equipment	-	-	-	-	0%	-	-
	TOTAL PW ADMIN	71,448	67,666	55,920	49,024	88%	61,107	62,340
001.519-	BUILDING MAINT							
412.000	Salaries & Wages	27,668	28,522	28,680	24,211	84%		
414.000	Overtime Pay	6	-	50	4	8%		
421.000	FICA Expense	2,117	2,182	2,195	1,852	84%	-	-
422.000	Retirement	-	4,995	4,615	4,544	0%		
423.000	Life & Health Insurance	5,085	4,778	5,495	4,521	82%		
424.000	Workers Comp Insurance	1,239	-	2,120	2,118	100%		
431.300	Engineering	28,658	8,771	5,000	65	1%	5,000	5,000
441.000	Communications	1,310	1,632	1,400	1,348	96%	1,400	1,400
443.200	Electric	545	620	500	331	66%	500	500
445.000	Property & Liability	2,839	3,117	3,260	3,027	93%	3,456	3,456
446.000	R & M Services	16,135	36,112	10,000	16,017	160%	15,000	15,000
446.100	R & M Projects	-	-	30,000	10,493	35%	30,000	10,000
452.000	Operating Supplies	7,117	17,738	11,000	15,579	142%	15,000	15,000
464.100	Capital - Bldg. Improvements	-	264,563	-	30,191	0%	-	-
446.300	Land Swap with IFAS	-	-	-	56,456	0%	-	-
	TOTAL BLDG MAINT	92,719	373,030	104,315	170,757	164%	70,356	50,356

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.534- SANITATION								
412.000	Salaries & Wages	79,857	82,304	73,790	59,809	81%	79,149	79,882
414.000	Overtime Pay	815	2,124	1,000	1,479	148%	7,000	7,000
421.000	FICA Expense	6,166	6,440	5,645	4,667	83%	6,590	6,646
422.000	Retirement	14,523	14,824	11,825	11,643	0%	13,460	13,460
423.000	Life & Health Insurance	11,919	14,334	16,480	13,160	80%	16,887	17,894
424.000	Workers Comp Insurance	5,843	2,102	7,180	7,172	100%	5,400	5,400
431.500	Employee Exams	1,390	378	750	169	23%	500	500
434.100	Contractual Services	-	5,393	-	289	0%	-	-
434.200	Recycling - City Portion	47,132	47,406	49,000	36,692	75%		
445.000	Property & Liability	5,327	5,849	6,355	5,937	93%	6,768	6,768
446.000	R & M Services	1,034	777	1,000	101	10%	1,000	1,000
446.100	R & M - Auto	23,908	23,161	25,000	17,848	71%	35,000	35,000
449.110	Disposal Fees - Polk County	67,612	69,060	60,000	57,085	95%	70,000	70,000
449.150	Disposal Fees - Brush	23,650	24,731	23,000	17,784	77%	23,000	23,000
452.000	Operating Supplies	1,702	834	500	454	91%	1,000	1,000
452.800	Diesel	19,486	34,416	25,000	25,808	103%	55,000	55,000
464.100	Capital - Equipment	-	7,186	-	-	0%	-	-
464.200	Capital- Garbage Truck	114,731	249,989			0%	-	-
	TOTAL SANITATION	425,095	591,308	306,525	260,097	85%	320,754	322,550

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.541- ROADS AND STREETS								
412.000	Salaries & Wages	119,866	116,151	119,335	89,916	75%	120,658	121,657
414.000	Overtime Pay	3,530	4,267	5,000	4,011	80%	5,000	5,000
421.000	FICA Expense	9,190	9,100	9,420	7,092	75%	9,613	9,689
422.000	Retirement	22,623	21,138	18,880	18,590	98%	22,435	22,435
423.000	Life & Health Insurance	18,568	23,890	27,470	22,311	81%	28,144	29,823
424.000	Workers Comp Insurance	6,462	4,410	7,940	7,931	100%	10,120	10,120
431.300	Engineering	-	-	1,000	-	0%	1,000	1,000
431.500	Employee Exams	308	639	400	231	58%	400	400
443.200	Electric	60,837	56,220	56,000	43,204	77%	56,000	56,000
434.000	Contractual Services	-	-	-	4,035	0%	-	-
434.100	Inmate Squad : 1 Day Reimb	-	-	-	-	0%	12,000	12,000
444.100	Rental Equipment	999	-	1,000	-	0%	1,000	1,000
445.000	Property & Liability	1,596	1,752	1,670	1,554	93%	1,776	1,776
446.000	R & M Services	12,097	14,126	10,000	8,299	83%	10,000	10,000
446.020	R & M - Traffic Signs	2,157	2,767	3,000	3,401	113%	4,000	4,000
446.080	R & M - Traffic Signals	6,224	7,344	7,000	5,203	74%	-	-
446.100	R & M - Auto	16,112	12,943	11,000	9,249	84%	12,000	12,000
446.200	R & M - Street Sweeper	6,920	6,920	10,000	1,857	19%	8,000	8,000
446.280	R & M - Street Lights	7,778	2,132	3,000	1,859	62%	3,000	3,000
446.290	R & M - Tree Maint	1,150	2,274	1,000	5,405	541%	3,000	3,000
446.500	R & M - Cemeteries	582	3,393	4,000	2,102	53%	4,000	4,000
446.600	R & M - Right of Way	-	-	40,000	19,265	48%	10,000	10,000
446.700	Equipment	-	-	-	-	0%	5,000	5,000
452.000	Operating Supplies	3,936	7,820	5,000	5,815	116%	7,000	7,000
452.700	Fuel	16,571	19,526	17,000	15,031	88%	18,000	18,000
452.800	Diesel Charges	2,884	3,646	3,000	1,015	34%	3,000	3,000
452.940	Uniforms & Shoes	251	-	-	163	0%	-	-
453.000	Road & Sidewalk Repair	12,631	15,521	12,000	19,235	160%	12,000	12,000
453.100	Road & Street Paving	123,750	-	150,000	151,812	101%	-	165,244
463.000	Capital - Bldg. Improvement	-	-	-	-	0%	-	-
464.000	Capital - Machinery & Equipment	-	-	53,000	10,080	19%	90,000	8,000
TOTAL STREETS		457,022	335,979	577,115	458,666	79%	457,146	543,144

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.589- CENTRAL GARAGE & MOTOR POOL								
412.000	Salaries & Wages	33,951	36,321	34,045	27,453	81%	31,710	31,710
414.000	Overtime Pay	24	190	300	293	98%	300	300
421.000	FICA Expense	2,571	2,793	2,595	2,112	81%	2,449	2,449
422.000	Retirement	5,573	6,442	5,475	5,391	98%	4,485	4,485
423.000	Life & Health Insurance	5,103	4,778	5,495	4,102	75%	5,629	5,965
424.000	Workers Comp Insurance	629	970	775	774	100%	965	965
431.000	Employee Exams	56	225	100	127	127%	100	100
441.000	Communications	236	258	500	180	36%	500	500
443.200	Electric	3,285	2,994	3,000	2,385	80%	3,000	3,000
445.000	Property & Liability	10,204	11,816	11,515	10,699	93%	12,216	12,216
446.000	R & M Services	6,782	3,371	500	55	11%	500	500
446.100	R & M - Auto	306	58	500	235	47%	500	500
452.000	Operating Supplies	4,590	12,102	2,000	6,786	339%	6,000	6,000
452.300	IT - Software & Hardware	1,749	-	100	-	0%	100	100
452.700	Fuel	56	133	100	70	70%	100	100
452.800	Supplies - Diesel	40,065	56,110	31,200	25,617	82%	64,200	64,200
452.900	Supplies - Gas & Oil	100,612	102,372	79,800	51,426	64%	85,300	85,300
452.940	Uniforms & Shoes	(190)				0%	-	-
454.000	Subscriptions & Memberships	1,500	1,500	1,500	-	0%	1,500	1,500
458.900	Reimbursement - Labor	(15,431)	(12,589)	(15,000)	(9,127)	61%	(15,000)	(15,000)
458.901	Reimbursement - Fuel	(80,229)	(83,958)	(79,700)	(61,874)	78%	(85,300)	(85,300)
458.902	Reimbursement - Diesel	(24,939)	(44,711)	(31,200)	(31,637)	101%	(64,200)	(64,200)
464.200	Capital - Project & Equipment	-	9,399			0%	6,000	-
TOTAL CGMP		96,503	110,574	53,600	35,067	65%	61,054	55,390

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.572.- PARKS & RECREATION								
412.000	Salaries & Wages	104,202	118,152	134,400	106,692	79%	149,518	150,755
414.000	Overtime Pay	1,038	1,049	1,000	1,628	163%	1,000	1,000
421.000	FICA Expense	8,047	9,106	10,280	8,261	80%	11,515	11,609
422.000	Retirement	11,400	19,554	20,630	20,313	0%	22,435	22,435
423.000	Life & Health Insurance	17,312	23,933	27,470	17,581	64%	28,144	29,822
424.000	Workers Comp Insurance	2,632	3,829	3,235	3,231	100%	4,000	4,000
425.000	Unemployment Compensation	-	-	-	938	0%	-	-
431.500	Employee Exams	380	1,122	300	530	177%	300	300
440.300	Training & Travel	224	429	300	427	142%	1,000	1,000
441.000	Communications	1,603	2,721	1,500	3,127	208%	3,000	3,000
441.100	Cell Phone	510	517	600	453	76%	600	600
443.200	Electric	6,220	7,275	7,000	6,126	88%	7,000	7,000
444.100	Rental Equipment	-	60	500	109	22%	500	500
445.000	Property & Liability	2,308	2,534	2,780	2,585	93%	2,952	2,952
446.000	R & M Services	7,857	15,953	8,500	8,272	97%	12,000	12,000
446.100	R & M - Auto	1,494	3,398	2,500	2,726	109%	3,000	3,000
446.120	R & M - Copier	647	2,203	2,000	3,434	172%	3,000	3,000
446.130	R& M - Dock	-	-	-	-	-	20,000	20,000
448.000	Promotional Activities	19,656	16,125	15,000	14,520	97%	15,000	15,000
451.000	Office Supplies	234	223	500	135	27%	500	500
452.100	Summer Recreation Expense	8,574	8,013	7,000	3,641	52%	7,000	7,000
452.200	Operating Supplies	11,714	17,809	13,500	9,909	73%	15,000	15,000
452.700	Fuel	7,306	8,851	7,500	7,689	103%	9,000	9,000
452.800	Diesel	509	432	500	456	91%	500	500
452.940	Uniforms & Shoes	1,133	1,822	1,000	1,440	144%	1,000	1,000
454.000	Subscriptions & Memberships	-	-	-	-	0%	-	-
464.100	Capital - Equipment	7,847	25,074	-	-	0%	8,000	20,000
464.200	Capital - Improvements	-	20,448	-	-	0%	30,000	30,000
464.300	Veteran's Memorial	51,249	6,059	-	18,253	0%	-	-
464.620	Capital - Park Improvements	-	-	-	-	0%	-	15,000
TOTAL PARKS		274,096	316,691	267,995	242,476	90%	355,964	385,973
001.572- MACKAY PRESERVE								
441.000	Communications	600	600	600	450	75%	600	600
443.200	Electric	6,552	6,503	6,000	4,211	70%	6,000	6,000
445.000	Property & Liability	4,827	5,300	6,195	5,758	93%	6,576	6,576
446.000	R & M Services	3,891	6,107	4,000	5,720	143%	6,000	6,000
449.000	Contractual Maint Services	-	1,800	1,500	3,200	213%	4,500	4,500
452.000	Operating Supplies	3,407	3,683	3,500	5,637	161%	4,000	4,000
464.100	Capital - Improvements/Offset	23,885	-	-	-	0%	30,000	20,000
TOTAL MACKAY PRESERVE		43,162	23,993	21,795	24,976	115%	57,676	47,676

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
GENERAL FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
001.571- LIBRARY								
413.000	Salaries & Wages	72,437	70,637	76,500	61,672	81%	80,597	82,032
421.000	FICA Expense	5,541	5,404	5,835	4,718	81%	6,166	6,275
422.000	Retirement	4,372	5,426	5,100	5,022	98%	4,485	4,485
423.000	Life & Health Insurance	5,066	4,778	5,495	4,555	83%	5,629	5,965
424.000	Workers Comp Insurance	368	2,145	450	449	100%	180	180
431.500	Employee Exams	42	126	100	102	102%	200	200
440.300	Training & Travel	30	-	500	10	2%	500	500
441.000	Communications	5,516	2,073	5,480	2,609	48%	5,480	5,480
443.200	Electric	6,485	6,782	6,000	5,272	88%	7,000	7,000
445.000	Property & Liability	1,686	1,851	1,350	1,253	93%	1,428	1,428
446.000	R & M Services	486	2,055	500	-	0%	500	500
446.120	R & M - Copier	3,694	3,042	3,000	1,615	54%	3,000	3,000
446.438	R & M - Software	767	944	1,500	917	61%	1,500	1,500
446.660	R & M - Books	15,620	15,726	12,000	8,973	75%	15,000	10,000
451.000	Office Supplies	357	503	1,000	590	59%	1,000	1,000
452.000	Operating Supplies	4,929	2,314	3,000	1,490	50%	3,000	3,000
452.160	Youth Programs	1,950	2,069	2,000	1,916	96%	2,000	2,000
454.000	Subscriptions & Memberships	926	1,304	1,000	1,224	122%	1,000	1,000
464.100	Capital - Computers	-	-	5,000	4,640	93%	-	-
TOTAL LIBRARY		130,272	127,179	135,810	107,027	79%	138,665	135,545
TOTAL GEN FUND EXP.		4,022,997	4,384,155	4,128,620	3,438,656		4,201,704	4,302,949
Total Revenue:		4,201,704				Total Revenue:	4,302,949	
Total Expenditure:		4,201,704				Total Expenditure:	4,302,949	
Contingency:		4,915				Contingency:	3,625	
		0					(0)	

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
ENTERPRISE FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
401.000- UTILITY BILLING RECEIPTS								
343.302	Water Revenue	592,836	592,180	600,000	518,294	86%	610,000	610,000
343.303	Water Billing Adj.	(4,844)	(1,932)	-	(1,862)	0%	-	-
343.308	Temp Water Service	2,550	1,950	2,000	2,750	138%	2,000	2,000
343.305	Irrigation	122,217	121,969	125,000	122,769	98%	130,000	130,000
343.500	Sewer Revenue	1,186,311	1,213,240	1,200,000	1,057,759	88%	1,250,000	1,250,000
343.503	Sewer Adjustment	(1,568)	(749)	-	(563)	0%	-	-
343.550	Tap Fees	1,950	5,700	1,500	13,200	880%	8,000	8,000
343.304	Turn On Fee	21,015	20,955	21,000	22,235	106%	22,000	22,000
365.000	Scrap Metal	6,849	423	10,000	349	3%	2,000	2,000
365.100	Hay Proceeds	-	1,632	1,000	-	0%	1,000	1,000
369.000	Non Payment Fees	33,352	34,209	35,000	32,420	93%	35,000	35,000
369.200	Miscellaneous	68,996				0%	-	-
343.314	Water Meter Fee	12,500	38,625	12,000	95,500	796%	40,000	40,000
343.310	NSF Check Fee	1,150	1,620	1,500	615	41%	1,500	1,500
343.306	Late Fees	50,180	50,387	51,000	42,636	84%	51,000	51,000
343.312	Turn Off Fee	16,870	15,730	16,000	15,145	95%	16,000	16,000
343.317	Service Work Orders	295	932	500	-	0%	500	500
343.311	Write Off Accounts Collect	(9,047)	2,773	2,000	2,205	110%	2,000	2,000
361.000	Interest - Bank	5,529	9,217	8,000	15,650	196%	15,000	15,000
361.100	Interest on Investments	4,962	1,198	-	606	0%	-	-
384.100	Wastewater Reserve	-	-	30,000	-	0%	-	-
349.110	Cash Over/Short	53			(210)	0%	-	-
TOTAL UTILITY REVENUES		2,112,156	2,110,059	2,116,500	1,939,498	92%	2,186,000	2,186,000
401.000- STORMWATER								
343.900	Stormwater	55,808	54,964	55,000	47,147	86%	55,000	55,000
381.538	Storm Water Reserve	-	-	-	-	0%	-	-
TOTAL STORMWATER		55,808	54,964	55,000	47,147	86%	55,000	55,000
TOTAL OPERATING RECEIPTS		2,167,964	2,165,023	2,171,500	1,986,645	91%	2,241,000	2,241,000

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
 ENTERPRISE FUND
 FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
401.538- STORMWATER								
431.300	Engineering - Master Plan	12,005	10,458	10,000	50,413	504%	10,000	10,000
432.000	Accounting & Auditing	662	-	700	-	0%	700	700
434.000	Contractual Services (NPD)	552	1,917	1,000	750	75%	1,000	1,000
440.300	Training & Travel	322	452	500	399	80%	500	500
443.200	Electric	101	-	160	-	0%	160	160
446.000	R & M Services	3,537	4,040	4,000	1,200	30%	4,000	4,000
446.100	R & M - Auto	-	-	1,000	-	0%	1,000	1,000
446.200	Street Sweeping Contract	9,737	9,737	10,000	9,227	92%	10,000	10,000
452.000	Operating Supplies	805	237	500	-	0%	500	500
452.700	Fuel	741	1,125	1,200	-	0%	1,200	1,200
452.940	Subscriptions & Members	-	400	700	-	0%	700	700
458.903	Cost Allocation	10,326	11,130	11,130	9,275	83%	11,130	11,130
999.000	Contingency	-	-	14,110	-	0%	14,110	14,110
464.200	Capital - Machinery & Equip	-	21,426	-	-	0%	-	-
TOTAL STORMWATER		38,788	60,922	55,000	71,264	130%	55,000	55,000
401.000- DEBT SERVICE								
517.716	Loan F-EF Refinanced Bridge	238,443	238,443	238,445	238,443	100%	238,445	238,445
517.719	Wastewater Loan 719090	315,646	315,646	315,645	315,646	100%	315,645	315,645
TOTAL DEBT SERVICE		554,089	554,089	554,090	554,089	100%	554,090	554,090

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
ENTERPRISE FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
401.536- SERVICE								
412.000	Salaries & Wages	231,537	238,428	245,695	201,544	82%	253,572	255,147
414.000	Overtime Pay	1,354	1,258	6,000	3,513	59%	6,000	6,000
421.000	FICA Expense	17,817	18,295	19,000	15,662	82%	19,857	19,978
422.000	Retirement	36,911	41,873	38,615	38,021	98%	35,900	35,900
423.000	Life & Health Insurance	40,986	38,254	43,950	35,187	80%	45,031	47,716
424.000	Workers Comp Insurance	7,287	7,195	3,585	3,581	100%	5,295	5,295
425.000	Unemployment Comp	-	-	-	1,917	0%	-	-
431.300	Engineering	8,306	2,494	5,000	400	8%	5,000	5,000
431.500	Employee Exams	112	416	500	119	24%	500	500
440.300	Training & Travel	594	719	1,000	460	46%	1,000	1,000
441.000	Communications	20,869	22,057	21,000	18,273	87%	22,000	22,000
441.100	Cell Phone	1,529	1,902	1,800	1,227	68%	1,800	1,800
443.200	Electric	3,096	2,302	2,500	1,211	48%	2,500	2,500
441.100	Rental Equipment	-	-	500	-	0%	500	500
446.100	R & M - Auto	11,244	5,299	10,000	8,718	87%	10,000	10,000
446.120	R & M - Copier	1,548	1,352	1,400	839	60%	1,400	1,400
446.348	Annual Software Maint.	3,450	3,450	3,500	2,550	73%	3,500	3,500
446.350	R & M - Water Lines	16,401	28,187	20,000	19,766	99%	22,000	22,000
446.360	R & M - Fire Hydrants	1,432	-	1,000	300	30%	1,000	1,000
446.370	R & M - Lift Stations	76,504	50,122	70,000	29,819	43%	70,000	70,000
446.380	R & M - Sewer Lines	13,940	5,190	10,000	13,351	134%	10,000	10,000
446.390	Equipment	-	-	-	-	0%	5,000	5,000
452.000	Operating Supplies	4,442	7,405	5,000	4,075	82%	5,000	5,000
452.700	Fuel	16,542	20,362	20,000	15,703	79%	20,000	20,000
452.800	Diesel	1,356	1,304	1,500	710	47%	1,500	1,500
452.900	Meter & Fittings - New	18,987	39,598	18,000	90,062	500%	30,000	30,000
452.940	Uniforms & Shoes	2,391	4,026	3,000	3,034	101%	3,000	3,000
536.910	Interfund Transfer - General	59,118	-	239,515	275,429	115%	214,449	222,969
533.910	Cost Allocation - General	59,118	-	91,000	-	0%	117,921	124,149
536.999	Contingency	-	-	-	-	0%	20,815	8,022
464-100	Outpost Project	-	-	-	61,110	0%	-	-
464.200	Capital - Machinery & Equip	-	4,999	85,000	75,448	89%	25,000	25,000
TOTAL SERVICE		656,871	546,487	968,060	922,029	95%	959,540	965,876

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
ENTERPRISE FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
401.533- WATER OPERATIONS								
412.000	Salaries & Wages	12,520	11,051	10,225	11,258	110%	10,377	10,377
421.000	FICA Expense	847	765	775	794	102%	794	794
424.000	Workers Comp Insurance	337	-	1,455	1,453	100%	1,290	1,290
431.300	Engineering	11,183	5,922	10,000	5,678	57%	10,000	10,000
432.000	Accounting & Auditing	5,428	-	-	-	0%	-	-
434.000	Contractual Services	3,540	9,439	5,000	8,825	177%	5,000	5,000
434.100	Engineering- Water Monitor	22,263	15,500	14,000	3,600	26%	14,000	14,000
440.100	Land Leases	640	1,701	1,500	2,341	156%	2,000	2,000
440.300	Training & Travel	530	420	500	1,015	203%	1,000	1,000
443.200	Electric	41,419	40,074	38,000	30,462	80%	40,000	40,000
445.000	Property & Liability	7,475	8,207	7,940	7,378	93%	8,424	8,424
446.000	R & M Services	52,990	20,579	30,000	19,239	64%	25,000	25,000
446.100	R & M - Auto	329	165	500	25	5%	500	500
446.200	R & M - Water Tower	-	-	500	-	0%	500	500
452.000	Operating Supplies	822	355	1,500	384	26%	1,500	1,500
452.600	Chemicals	41,307	45,585	42,000	38,330	91%	45,000	45,000
452.700	Fuel	1,536	586	3,000	-	0%	3,000	3,000
454.000	Subscriptions & Membership	545	560	600	560	93%	600	600
463.800	Water Improvements - Impa	3,857	6,402	-	6,557	0%	-	-
464.200	Capital - Machinery & Equip	-	-	-	-	0%	68,000	60,000
TOTAL WATER OPS		207,568	167,311	167,495	137,899	82%	236,985	228,985

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred
ENTERPRISE FUND
FY 2015-2016

83% Complete

ACCT. #	ACCOUNT DESCRIPTION	FY 12/13 ACTUAL	FY 13/14 ACTUAL	FY 14/15 BUDGET	2015 JULY - EXP	EXP %	FY 15/16 PROP.	FY 16/17 PLANNED
401.535- WASTE WATER OPERATIONS								
412.000	Salaries & Wages	87,715	86,972	88,735	74,502	84%	90,548	91,159
414.000	Overtime Pay	1,207	1,711	4,000	1,932	48%	4,000	4,000
421.000	FICA Expense	6,589	6,655	7,095	5,761	81%	7,233	7,280
422.000	Retirement	12,939	15,515	14,220	14,001	98%	13,460	13,460
423.000	Life & Health Insurance	14,467	14,467	16,480	13,661	83%	16,887	17,894
424.000	Workers Comp Insurance	1,609	2,528	1,860	1,858	100%	2,379	2,379
431.300	Engineering	-	14,758	15,000	8,555	57%	15,000	15,000
431.500	Employee Exams	177	56	300	42	14%	300	300
432.000	Accounting & Auditing	7,326	-	-	-	0%	-	-
434.100	Contractual Services	-	-	500	-	0%	500	500
434.500	Sampling of Wells	11,256	10,983	12,000	9,013	75%	12,000	12,000
434.510	Sludge Hauling	2,536	5,480	3,000	8,020	267%	8,000	8,000
440.300	Training & Travel	757	110	500	1,036	207%	1,000	1,000
441.000	Communications	7,856	7,447	8,000	4,876	61%	8,000	8,000
441.100	Cell Phone	532	269	600	365	61%	600	600
443.200	Electric	99,975	92,148	87,000	64,614	74%	87,000	87,000
445.000	Property & Liability	29,782	32,698	31,615	29,374	93%	33,528	33,528
446.000	R & M Services	35,723	66,177	40,000	47,324	118%	40,000	40,000
446.100	R & M - Auto	1,510	335	2,000	10	1%	1,000	1,000
452.000	Operating Supplies	1,335	1,983	2,500	1,660	66%	2,500	2,500
452.600	Chemicals	43,641	90,563	90,000	81,320	90%	90,000	90,000
452.700	Fuel	-	108	500	501	100%	500	500
452.800	Diesel Fuel	-	-	200	-	0%	200	200
452.940	Uniforms & Shoes	90	385	750	60	8%	750	750
464.100	Capital - Equip	4,080	21,620	-	-	0%	-	-
TOTAL WASTE WATER		371,102	472,968	426,855	368,485	86%	435,385	437,050
TOTAL EXPENDITURES		1,828,418	1,801,777	2,171,500	2,053,766	95%	2,241,000	2,241,000
Total Revenue:		2,241,000		Total Revenue:		2,241,000		
Total Expenditure:		2,241,000		Total Expenditure:		2,241,000		
Contingency:		(0)		Contingency:		(0)		

City of Lake Alfred - Salary Schedule
FY 2015 / 2016

COLA: 2.00%

Grade (6%)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Base	20,142	21,351	22,632	23,990	25,429	26,955	28,572	30,287	32,104	34,030	36,072	38,236	40,531	42,962	45,540	48,273	51,169	54,239
(1v)1	20,545	21,778	23,085	24,470	25,938	27,494	29,144	30,893	32,746	34,711	36,794	39,001	41,341	43,822	46,451	49,238	52,192	55,324
(2v)2	20,956	22,214	23,546	24,959	26,457	28,044	29,727	31,510	33,401	35,405	37,529	39,781	42,168	44,698	47,380	50,223	53,236	56,430
(4v)3	21,375	22,658	24,017	25,458	26,986	28,605	30,321	32,141	34,069	36,113	38,280	40,577	43,011	45,592	48,328	51,227	54,301	57,559
(6v)4	21,803	23,111	24,498	25,968	27,526	29,177	30,928	32,783	34,750	36,835	39,046	41,388	43,872	46,504	49,294	52,252	55,387	58,710
(10v)5	22,239	23,573	24,988	26,487	28,076	29,761	31,546	33,439	35,445	37,572	39,827	42,216	44,749	47,434	50,280	53,297	56,495	59,884
6	22,684	24,045	25,487	27,017	28,638	30,356	32,177	34,108	36,154	38,324	40,623	43,060	45,644	48,383	51,286	54,363	57,625	61,082
7	23,137	24,526	25,997	27,557	29,210	30,963	32,821	34,790	36,877	39,090	41,436	43,922	46,557	49,350	52,311	55,450	58,777	62,304

- 1 Service Worker I
- 2 Service Worker II
- 3 Utility Billing Clerk
- 4 Administrative Assistant
- 5 SW III
- 6 Finance Clerk
- 7 Fire Fighter
- 8 Police Officer
- 9 Librarian
- 10 Communication Operator
- 11 Superintendent
- 12 Police Sergeant
- 13 P&R Director
- 14 Plant Operator
- 15 City Clerk
- 16 Police Lieutenant
- 17 Director

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred Payroll
Fiscal Year 2015/2016

Position	DOH	Yrs.	Gr.	St.	FY 15/16 BASE	2% COLA for FY 15/16	% Adj	Holiday	Incentive	Longevity	FY 15/16 Salary
City Commission											
Mayor					3,600	3,600					3,600
Vice Mayor					2,400	2,400					2,400
Commissioner					2,400	2,400					2,400
Commissioner					2,400	2,400					2,400
Commissioner					2,400	2,400					2,400
Totals:					\$ 13,200	\$ 13,200					\$ 13,200

City Administration											
City Manager	3/5/2012	4	-	3	91,105	92,927	Contr. Adj. / St.	200	1,394	581	95,101
City Clerk	2/9/2015	1	15	2	51,169	52,192	1 Yr Step	200	2,400	-	54,792
Totals:					\$ 142,274	\$ 145,119		\$ 400	\$ 3,794	-	\$ 149,894

Finance Department											
Finance Director	1/11/2005	11	17	1	5	>1		200	1,222	1,069	63,573
Finance Clerk	10/1/2013	2	6	2			2 Yr Step	200	280	-	28,525
Totals:					\$ 87,379	\$ 89,126		\$ 400	\$ 1,502	\$ 1,069	\$ 92,097

Police Department											
Police Chief	10/12/1987	28	17	1	5	>1		200	1,440	3,054	65,776
Police Lieutenant	3/9/1988	28	15	5				200	1,440	2,514	54,434
Police Sergeant	7/24/1995	21	12	5				200	1,560	1,794	45,770
Police Officer	9/1/2004	12	8	5	>2			200	1,320	696	37,006
Police Officer	4/3/2006	10	8	5	>2		10 Yr Step	200	840	522	36,352
Police Officer	4/2/2007	9	8	4	>2			200	480	426	35,214
Police Officer	8/30/2010	6	8	4	>2		6 Yr Step	200	720	171	35,198
Police Officer (SRO)	12/12/2011	4	8	3	>2		4 Yr Step	200	480	-	34,119
Police Officer	8/27/2014	2	8	2	>2		2 Yr Step	200		-	32,983
Police Officer	1/5/2015	1	8	1	>2		1 Yr Step	200		-	32,341
Police Officer	10/1/2015	0	8	B	>2			200		-	31,710
Comm. Coord.	5/30/2007	9	5	4	1			200		351	28,627
Comm. Operator	8/9/2006	10	5	5			10 Yr Step	200		421	28,697
Comm. Operator	8/31/2009	7	5	4				200		206	27,932
Comm. Operator	8/16/2010	6	5	4			6 Yr Step	200		138	27,863
Comm. Operator	10/17/2011	4	5	3			4 Yr Step	200		-	27,186
Totals:					\$ 548,468	\$ 559,437		\$ 3,200	\$ 8,280	\$ 10,293	\$ 581,210

Fire Department											
Fire Chief	1/2/2007	9	17	4	>1			200	-	1,130	57,825
Fire Capt/EMT*	11/12/1997	18	11	5				200	-	1,485	44,121
Fire Capt/EMT	9/4/2004	12	11	5				200	-	797	40,823
Fire Capt/EMT	4/18/2005	11	11	5				200	-	1,195	41,221
FF/EMT	1/24/2010	6	7	4			6 Yr Step	200	-	155	31,282
FF/EMT	4/28/2012	4	7	3			4 Yr Step	200	-	-	30,521
FF/EMT	1/6/2014	2	7	2			2 Yr Step	200	-	-	29,927
FF/EMT (P/T)			-						-	-	40,800
Totals:					\$ 304,715	\$ 310,359		\$ 1,400	\$ -	\$ 4,761	\$ 316,520

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred Payroll
Fiscal Year 2015/2016

Position	DOH	Yrs.	Gr.	St.	FY 15/16 BASE	2% COLA for FY 15/16	% Adj	Holiday	Incentive	Longevity	FY 15/16 Salary	
Community Development												
Director	10/1/2007	8	17	4	>1	55,387	56,495		200	565	1,412	58,672
Building Official	2/18/2008	8	-	4		24,600	25,092			-	251	25,343
Code Enforcement	2/13/2012	4	6	3		14,022	14,303	4 Yr Step	100	-	-	14,403
Admin Assistant	10/14/2013	2	4	2	>1	24,959	25,458	2 Yr Step	200	-	-	25,658
Totals:						\$ 118,968	\$ 121,348		\$ 500	\$ 565	\$ 1,663	\$ 124,076
PW Administration												
Superintendent	10/1/2014	1	11	1		36,072	36,794	1 Yr Step	200	-	184	37,178
Sanitation & Refuse												
Svc Wkr III*	7/8/2000	16	5	5		30,353	30,628		200	-	919	31,747
Svc Wkr III	3/11/2013	3	5	2		25,938	26,457		200	-	-	26,657
Svc Wkr I	11/12/2014	1	1	1		20,142	20,545	1 Yr Step	200	-	-	20,745
Totals:						76,433	77,630		600	-	919	79,149
Roads & Streets Maintenance												
Svc Wkr III	9/2/2014	2	5	2		25,938	26,457	2 Yr Step	200	-	-	26,657
Svc Wkr III	11/6/2012	3	5	2		25,938	26,457		200	-	-	26,657
Svc Wkr II	4/6/2005	11	2	5		23,111	23,573		200	-	413	24,186
Svc Wkr II	9/2/2014	2	2	2		21,778	22,214	2 Yr Step	200	-	-	22,414
Svc Wkr I	2/9/2015	1	1	1		20,142	20,545	1 Yr Step	200	-	-	20,745
Totals:						\$ 116,908	\$ 119,246		\$ 1,000	\$ -	\$ 413	\$ 120,658
Central Garage & Motor Pool												
Mechanic	9/24/2014	2	8	2		30,893	31,510	2 Yr Step	200	-	-	31,710
Parks & Recreation												
Director	9/16/2014	2	13	2		41,341	42,168	2 Yr Step	200	843	-	43,211
Svc Wkr III	5/13/2013	3	5	2		25,938	26,457		200	-	-	26,657
Svc Wkr II	7/21/2014	2	2	2		21,778	22,214	2 Yr Step	200	-	-	22,414
Svc Wkr I	6/15/2015	1	1	1		20,142	20,545	1 Yr Step	200	-	-	20,745
Admin. Assistant	10/22/2012	3	4	2	>1	24,959	25,458		200	-	-	25,658
Counselor/Driver			n/a			3,960	4,039			-	-	4,039
Lead Counselor			n/a			3,600	3,672			-	-	3,672
Counselor			n/a			3,060	3,121			-	-	3,121
Totals:						\$ 103,438	\$ 105,506		\$ 1,000	\$ -	\$ -	\$ 149,518
Library												
Librarian	10/1/2010	5	9	3		33,401	34,069		200	1,022	426	35,717
Asst Librarian (P/T)	11/12/2010	5	1	3	^1	14,963	15,262		100	153	114	15,629
Asst Librarian (P/T)	7/13/2015	1	1	1		14,100	14,382	1 Yr Step	100	-	-	14,482
Asst Librarian (P/T)	1/6/2014	2	1	2		14,382	14,669	2 Yr Step	100	-	-	14,769
Totals:						\$ 76,845	\$ 78,382		\$ 500	\$ 1,175	\$ 540	\$ 80,597

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred Payroll
Fiscal Year 2015/2016

Position	DOH	Yrs.	Gr.	St.	FY 15/16 BASE	2% COLA for FY 15/16	% Adj	Holiday	Incentive	Longevity	FY 15/16 Salary
Enterprise Operations											
Service Operations											
Director	5/7/2001	15	17	^1	5	>1		200	-	1,680	62,962
Admin Assistant	10/30/2006	9	4	^1	4	>1		200	-	351	28,627
Superintendent	4/5/2010	6	11		4		6 Yr Step	200	-	586	39,831
UB Clerk	5/3/2010	6	3	4		>1	6 Yr Step	200	-	125	25,313
UB Clerk	7/20/2011	5	3	3		>1		200	-	61	24,759
Svc Wkr III	11/15/2010	5	5	3				200	-	67	27,253
Svc Wkr II	2/17/2014	2	2	2			2 Yr Step	200	-	-	22,414
Svc Wkr II	9/30/2013	3	2	2				200	-	-	22,414
Totals:					\$ 244,386	\$ 249,102		\$ 1,600	\$ -	\$ 2,870	\$ 253,572

Water Operations

Plant Oper. (P/T)	1/21/2011	5	n/a	3	10,075	10,277		100	-	-	10,377
-------------------	-----------	---	-----	---	--------	--------	--	-----	---	---	--------

Wastewater Operations

WW Plant Operator	5/31/2005	11	8	5	^1	33,439	34,108	200	-	597	34,905
WW Plant Operator	8/3/2009	7	8	4		32,141	32,783	200	-	246	33,229
Svc Wkr II	6/3/2013	3	2	2		21,778	22,214	200	-	-	22,414
Totals:					\$ 87,358	\$ 89,105		\$ 600	\$ -	\$ 843	\$ 90,548

Median Average Tenure: 6.00 years

Average Tenure: 7.78 years

Payroll	Total	FY 15/16	FY 15/16	FICA Exp.	Holiday	Incentive	Longevity	FY 15/16
Misc Pays		\$ 1,997,411	\$ 2,036,141	\$ 162,968	\$ 11,700	\$ 15,316	\$ 23,555	\$ 2,130,304
Overtime						Education \$ 7,036		
								2,130,304
								162,968
* Outside of Payscale								\$ 2,293,272
^ Assignment Pay							5,628	30,902
> Phase in Grade Increase							5,628	95,101

City of Lake Alfred - Salary Schedule
FY 2016 / 2017

COLA: 0.00%

Grade (6%)	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18
Step (2%)	9.68	10.26	10.88	11.53	12.23	12.96	13.74	14.56	15.43	16.36	17.34	18.38	19.49	20.66	21.89	23.21	24.60	26.08
Base	20,142	21,351	22,632	23,980	25,429	26,955	28,572	30,287	32,104	34,030	36,072	38,236	40,531	42,962	45,540	48,273	51,169	54,239
(1y)/1	20,545	21,778	23,085	24,470	25,938	27,494	29,144	30,893	32,746	34,711	36,794	39,001	41,341	43,822	46,451	49,238	52,192	55,324
(2y)/2	20,956	22,214	23,546	24,959	26,457	28,044	29,727	31,510	33,401	35,405	37,529	39,781	42,168	44,698	47,380	50,223	53,236	56,430
(4y)/3	21,375	22,658	24,017	25,458	26,986	28,605	30,321	32,141	34,069	36,113	38,280	40,577	43,011	45,592	48,328	51,227	54,301	57,559
(6y)/4	21,803	23,111	24,498	25,968	27,526	29,177	30,928	32,783	34,750	36,835	39,046	41,388	43,872	46,504	49,294	52,252	55,387	58,710
(10y)/5	22,239	23,573	24,988	26,487	28,076	29,761	31,546	33,439	35,445	37,572	39,827	42,216	44,749	47,434	50,280	53,297	56,495	59,884
6	22,684	24,045	25,487	27,017	28,638	30,356	32,177	34,108	36,154	38,324	40,623	43,060	45,644	48,383	51,286	54,363	57,625	61,082
7	23,137	24,526	25,997	27,557	29,210	30,963	32,821	34,790	36,877	39,090	41,436	43,922	46,557	49,350	52,311	55,450	58,777	62,304

- 1 Service Worker I
- 2 Service Worker II
- 3 Utility Billing Clerk
- 4 Administrative Assistant
- 5 SW III
- 6 Finance Clerk
- 7 Code Enforcement
- 8 Fire Fighter
- 9 Police Officer
- 10 Plant Operator
- 11 Superintendent
- 12 Police Sergeant
- 13 P&R Director
- 14 Librarian
- 15 City Clerk
- 16 Police Lieutenant
- 17 Director
- 18 Mechanic

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred Payroll
Fiscal Year 2016/2017

Position	DOH	Yrs.	Gr.	St.	FY 16/17 BASE	0% COLA for FY 16/17	% Adj	Holiday	Incentive	Longevity	FY 16/17 Salary
City Commission**											
Mayor					5,400	6,000		200			6,200
Vice Mayor					3,600	5,000		200			5,200
Commissioner					3,600	5,000		200			5,200
Commissioner					3,600	5,000		200			5,200
Commissioner					3,600	5,000		200			5,200
Totals:					\$ 19,800	\$ 26,000		\$ 1,000			\$ 27,000

City Administration

City Manager	3/5/2012	5	-	3	92,927	92,927		200	2,788	1,394	97,309
City Clerk	2/9/2015	2	15	2	53,236	53,236	2 Yr Step	200	2,400	-	55,836
Totals:					\$ 146,163	\$ 146,163		\$ 400	\$ 5,188	-	\$ 153,145

Finance Department

Finance Director	1/11/2005	12	17	5	61,082	61,082		200	1,222	1,222	63,725
Finance Clerk	10/1/2013	3	6	2	28,044	28,044		200	280	-	28,525
Totals:					\$ 89,126	\$ 89,126		\$ 400	\$ 1,502	\$ 1,222	\$ 92,250

Police Department

Police Chief	10/12/1987	29	17	5	61,082	61,082		200	1,440	3,054	65,776
Police Lieutenant	3/9/1988	29	15	5	50,280	50,280		200	1,440	2,514	54,434
Police Sergeant	7/24/1995	22	12	5	42,216	42,216		200	1,560	1,900	45,876
Police Officer	9/1/2004	13	9	5	35,445	35,445		200	1,320	798	37,763
Police Officer	4/3/2006	11	9	5	35,445	35,445		200	840	620	37,106
Police Officer	4/2/2007	10	9	5	35,445	35,445	10 Yr Step	200	480	532	36,657
Police Officer	8/30/2010	7	9	4	34,750	34,750		200	720	261	35,931
Police Officer (SRO)	12/12/2011	5	9	3	34,069	34,069		200	480	85	34,834
Police Officer	8/27/2014	3	9	2	33,401	33,401		200		-	33,601
Police Officer	1/5/2015	2	9	2	33,401	33,401	2 Yr Step	200		-	33,601
Police Officer	10/1/2015	1	9	1	32,746	32,746	1 Yr Step	200		-	32,946
Comm. Coord.	5/30/2007	10	5	5	28,638	28,638	10 Yr Step	200		430	29,267
Comm. Operator	8/9/2006	11	5	5	28,076	28,076		200		491	28,767
Comm. Operator	8/31/2009	8	5	4	27,526	27,526		200		275	28,001
Comm. Operator	8/16/2010	7	5	4	27,526	27,526		200		206	27,932
Comm. Operator	10/17/2011	5	5	3	26,986	26,986		200		67	27,253
Totals:					\$ 567,033	\$ 567,033		\$ 3,200	\$ 8,280	\$ 11,233	\$ 589,746

Fire Department

Fire Chief	1/2/2007	10	17	5	57,625	57,625	10 Yr Step	200	-	1,297	59,121
Fire Cap/EMT*	11/12/1997	19	11	5	42,045	42,045		200	-	1,577	43,822
Fire Cap/EMT	9/4/2004	13	11	5	39,827	39,827		200	-	896	40,923
Fire Cap/EMT	4/18/2005	12	11	5	39,827	39,827		200	-	1,294	41,321
FF/EMT	1/24/2010	7	8	4	32,783	32,783		200	-	246	33,229
FF/EMT	4/28/2012	5	8	3	32,141	32,141		200	-	80	32,421
FF/EMT	1/6/2014	3	8	2	31,510	31,510		200	-	-	31,710
FF/EMT (P/T)			-		40,000	40,000			-	-	40,000
Totals:					\$ 315,757	\$ 315,757		\$ 1,400	\$ -	\$ 5,390	\$ 322,547

Exhibit "A" to Ordinance 1355-15

City of Lake Alfred Payroll
Fiscal Year 2016/2017

Position	DOH	Yrs.	Gr.	St.	FY 16/17 BASE	0% COLA for FY 16/17	% Adj	Holiday	Incentive	Longevity	FY 16/17 Salary
Community Development											
Director	10/1/2007	9	17	4 >1	56,495	56,495		200	565	1,554	58,813
Building Official (P/T)	2/18/2008	9	-	4	24,600	24,600			-	308	24,908
Code Enforcement (F	2/13/2012	5	6	3	14,303	14,303		100	-	36	14,438
Admin Assistant	10/14/2013	3	4	2 >1	25,458	25,458		200	-	64	25,722
Totals:					\$ 120,856	\$ 120,856		\$ 500	\$ 565	\$ 1,961	\$ 123,881
PW Administration											
Superintendent	10/1/2014	2	11	2	37,529	37,529	2 Yr Step	200	-	281	38,011
Totals:					\$ 37,529	\$ 37,529		\$ 200	\$ -	\$ 281	\$ 38,011
Sanitation & Refuse											
Svc Wkr III*	7/8/2000	17	5	5	30,353	30,353		200	-	986	31,539
Svc Wkr III	3/11/2013	4	5	3	26,986	26,986	4 Yr Step	200	-	-	27,186
Svc Wkr I	11/12/2014	2	1	2	20,956	20,956	2 Yr Step	200	-	-	21,156
Totals:					78,295	78,295		600	-	986	79,882
Roads & Streets Maintenance											
Svc Wkr III	9/2/2014	3	5	2	26,457	26,457		200	-	-	26,657
Svc Wkr III	11/6/2012	4	5	3	26,986	26,986	4 Yr Step	200	-	-	27,186
Svc Wkr II	4/6/2005	12	2	5	23,573	23,573		200	-	471	24,245
Svc Wkr II	9/2/2014	3	2	2	22,214	22,214		200	-	-	22,414
Svc Wkr I	2/9/2015	2	1	2	20,956	20,956	2 Yr Step	200	-	-	21,156
Totals:					\$ 120,186	\$ 120,186		\$ 1,000	\$ -	\$ 471	\$ 121,657
Central Garage & Motor Pool											
Mechanic	9/24/2014	3	8	2	31,510	31,510		200	-	-	31,710
Parks & Recreation											
Director	9/16/2014	3	13	2	42,168	42,168		200	843	-	43,211
Svc Wkr III	5/13/2013	4	5	3	26,986	26,986	4 Yr Step	200	-	-	27,186
Svc Wkr II	7/21/2014	3	2	2	22,214	22,214		200	-	-	22,414
Svc Wkr I	6/15/2015	2	1	2	20,956	20,956	2 Yr Step	200	-	-	21,156
Admin. Assistant	10/22/2012	4	4	3 >1	25,968	25,968	4 Yr Step	200	-	-	26,168
Counselor/Driver			n/a		3,960	3,960			-	-	3,960
Lead Counselor			n/a		3,600	3,600			-	-	3,600
Counselor			n/a		3,060	3,060			-	-	3,060
Totals:					\$ 106,743	\$ 106,743		\$ 1,000	\$ -	\$ -	\$ 150,755
Library											
Librarian	10/1/2010	6	9	4	34,750	34,750	6 Yr Step	200	1,043	521	36,514
Asst Librarian (P/T)	11/12/2010	6	1	4 ^1	15,567	15,567	6 Yr Step	100	156	156	15,979
Asst Librarian (P/T)	7/13/2015	2	1	2	14,669	14,669	2 Yr Step	100	-	-	14,769
Asst Librarian (P/T)	1/6/2014	3	1	2	14,669	14,669		100	-	-	14,769
Totals:					\$ 79,656	\$ 79,656		\$ 500	\$ 1,198	\$ 677	\$ 82,032

Exhibit "A" to Ordinance 1355-15

**City of Lake Alfred Payroll
Fiscal Year 2016/2017**

Position	DOH	Yrs.	Gr.	St.	FY 16/17 BASE	0% COLA for FY 16/17	% Adj	Holiday	Incentive	Longevity	FY 16/17 Salary		
Enterprise Operations													
Service Operations													
Director	5/7/2001	16	17	^1	5	>1	61,082	61,082	200	-	1,832	63,114	
Admin Assistant	10/30/2006	10	4	^1	5	>1	28,638	28,638	10 Yr Step	200	-	430	29,267
Superintendent	4/5/2010	7	11		4		39,046	39,046		200	-	683	39,929
UB Clerk	5/3/2010	7	3		4		24,498	24,498		200	-	184	24,881
UB Clerk	7/20/2011	6	3		4		24,498	24,498	6 Yr Step	200	-	122	24,820
Svc Wkr III	11/15/2010	6	5		4		27,526	27,526	6 Yr Step	200	-	138	27,863
Svc Wkr II	9/30/2013	4	2		3		22,658	22,658	4 Yr Step	200	-	-	22,858
Svc Wkr II	2/17/2014	3	2		2		22,214	22,214		200	-	-	22,414
Totals:					\$ 250,158	\$ 250,158		\$ 1,600	\$ -	\$ 3,389	\$ 255,147		

Water Operations												
Plant Oper. (P/T)	1/21/2011	6	n/a		4		10,277	10,277	6 Yr Step	100	-	10,377

Wastewater Operations													
WW Plant Operator	5/31/2005	12	8	5	^1		34,108	34,108		200	-	682	34,990
WW Plant Operator	8/3/2009	8	8		4		32,783	32,783		200	-	328	33,311
Svc Wkr II	6/3/2013	4	2		3		22,658	22,658	4 Yr Step	200	-	-	22,858
Totals:					\$ 89,549	\$ 89,549		\$ 600	\$ -	\$ 1,010	\$ 91,159		

Payroll	Total	FY 16/17	FY 16/17	FICA Exp.	Holiday	Incentive	Longevity	FY 16/17
Misc Pays		\$ 2,062,639	\$ 2,068,839	\$ 165,951	\$ 12,700	\$ 16,733	\$ 26,621	\$ 2,169,298
Overtime								

* Outside of Payscale 2,169,298

** Changes will not take effect until new terms begin in 2017 165,951

^ Assignment Pay \$ 2,335,250

> Phase in Grade Increase

Exhibit "A" to Ordinance 1355-15
Personnel & Payroll

Proposed Goals & Objectives:

- ❖ 2% COLA for FY 15/16 & FY 16/17 (There was no COLA given in 10/11, 11/12, 12/13, or 13/14*; and a 1% COLA given in 14/15; only a 1% COLA given in 5 years)(* Salary plan implemented; paid for mid-year through cost savings, elimination of positions, and restructuring).
- ❖ Increase base starting salaries of employees to *at least 80%* of the overall market average as determined by the Lake Alfred Pay Study.
 - Grade adjustments (6% increases) phased in for positions as the budget allows.
 - Subset of this standard: Increase base starting salaries of employees to *at least 70%* of the local labor market average as determined by the Lake Alfred Pay Study.
- ❖ Convert non-base salary components (education incentive, longevity, holiday pay) from a flat fringe benefit to a scaled percentage designed to move employees through the market range from the 80% base rate to the market average over a 15 year period (88.3% after step increases) (See Employee Market Gap Option Charts).
 - Market Gap Option #4: 12% step increases over 10 years, 5% longevity from 5-15 years, 2% AA degree, 4% bachelor degree, 6% master degree. Flat Holiday Bonus from \$200-\$500.
- ❖ Establish "Service Worker II" as the baseline service worker position for the City. Promote the remaining Service Worker Is.
- ❖ Explore/implement programs to reduce the cost of City provided health insurance including: self-insured options, health clinics, high deductible plans, employee incentives, health care savings/reimbursement accounts, etc.
- ❖ Increase tuition assistance benefit to Employees (currently \$500 per year) and expand program to include student loans for eligible degrees.
- ❖ Take home vehicle policy for Police Department (a few years out with regular vehicle replacement).
- ❖ Limited leave time buyback program designed to incentivize building up sick leave balances (Previously had a buyback program that was too broad and too expensive).
- ❖ Add a Detective position in the Police Department
- ❖ Add a Service Worker II position in Public Utilities.

Exhibit "A" to Ordinance 1355-15

Employee Market Gap Option #4

80% Base Starting Salary Goal:

	Current	Cost	Proposed	Annual Cost	Phase Cost
Holiday	100	\$6,400	\$200	\$12,800	\$6,400
Phase 2			\$300	\$19,200	\$6,400
Phase 3			\$400	\$25,600	\$6,400
Phase 4			\$500	\$32,000	\$6,400
Longevity (5y+)	\$75/year	\$16,988	0.25%/year (5% cap)	\$23,322	\$6,334
Phase 2			0.5%/year (5% cap)	\$37,838	\$14,516
Education	300/600/900	\$5,700	1%/2%/3%	\$7,754	\$2,054
Phase 2			2%/4%/6%	\$15,508	\$7,754
Step			8y Step	\$16,199	\$16,199

Total Current Cost: \$29,088

Total Cost: \$72,457

Reference:	COLA	1%	\$20,464
------------	------	----	----------

Total Remaining Cost: \$57,669

COLA equivalent: 2.82%

	Starting Pay	12% Step*	5% Longevity**	Education	Total
Employee:	80%	90.09%	4.50%	0.00%	94.60%
of market avg			Associate	1.80%	96.40%
			Bachelor	3.60%	98.20%
			Master	5.41%	100.00%

* After 10 years of service

** After 15 years of service

Exhibit "A" to Ordinance 1355-15

Fy 2014/2015 Lake Alfred Pay Study

2015 Pay Study Position	DOH	1% COLA for		Comp.		Overall %
		FY 14/15	LLM Sample	LLM %	Sample	
Librarian	2/3/2007	\$ 29,693	\$ 50,690	0.59	\$ 46,656	0.61
Parks & Rec. Manager	10/1/2015	\$ 37,487	\$ 64,942	0.58	\$ 48,341	0.64
FF/EMT	10/9/2013	\$ 26,427	\$ 39,820	0.67	\$ 38,233	0.69
FF/EMT	10/1/2012	\$ 26,427	\$ 39,820	0.67	\$ 38,233	0.69
FF/EMT	4/28/2012	\$ 26,427	\$ 39,820	0.67	\$ 38,233	0.69
FF/EMT	12/24/2009	\$ 26,427	\$ 39,820	0.67	\$ 38,233	0.69
FF/EMT	10/30/2014	\$ 26,427	\$ 39,820	0.67	\$ 38,233	0.69
FF/EMT	4/9/2014	\$ 26,427	\$ 39,820	0.67	\$ 38,233	0.69
Police Lieutenant	3/9/1988	\$ 39,736	\$ 57,898	0.69	\$ 56,630	0.70
Police Sergeant	7/24/1995	\$ 35,365	\$ 53,219	0.67	\$ 49,929	0.70
Public Works Director	5/7/2001	\$ 53,176	\$ 78,207	0.68	\$ 72,163	0.72
Fire Capt/EMT	10/4/1999	\$ 35,365	\$ 48,992	0.73	\$ 48,254	0.73
Fire Capt/EMT	5/14/2004	\$ 35,365	\$ 48,992	0.73	\$ 48,254	0.73
Fire Capt/EMT	11/12/1997	\$ 35,365	\$ 48,992	0.73	\$ 48,254	0.73
Building Official	2/18/2008	\$ 44,647	\$ 67,528	0.67	\$ 55,436	0.73
Admin Assistant	6/7/2012	\$ 23,520	\$ 29,590	0.80	\$ 32,148	0.75
Admin Assistant	10/30/2006	\$ 23,520	\$ 29,590	0.80	\$ 32,148	0.75
Admin. Assistant	10/22/2012	\$ 23,520	\$ 29,590	0.80	\$ 32,148	0.75
Community Develop. Di	10/22/2001	\$ 50,166	\$ 65,826	0.77	\$ 69,209	0.75
Code Enforcement	2/13/2012	\$ 26,427	\$ 36,306	0.73	\$ 34,029	0.76
Fire Chief	1/2/2007	\$ 50,166	\$ 66,555	0.76	\$ 66,227	0.76
Police Officer	1/5/2015	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
Police Officer	12/22/2014	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
Police Officer	8/27/2014	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
Police Officer	8/30/2010	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
Police Officer	4/3/2006	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
Police Officer	4/2/2007	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
Police Officer	9/1/2004	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
SRO	12/12/2011	\$ 30,287	\$ 42,440	0.72	\$ 38,861	0.76
Finance Director	1/11/2005	\$ 53,176	\$ 80,883	0.66	\$ 65,719	0.76
Police Chief	10/12/1987	\$ 53,176	\$ 80,416	0.67	\$ 64,732	0.77
Svc Wkr I	11/12/2014	\$ 19,748	\$ 26,670	0.75	\$ 25,675	0.77

Exhibit "A" to Ordinance 1355-15

Fy 2014/2015 Lake Alfred Pay Study

Svc Wkr I	2/9/2015	\$	19,748	\$	26,670	0.75	\$	25,675	0.77	\$	25,959	0.77
Svc Wkr I	9/30/2013	\$	19,748	\$	26,670	0.75	\$	25,675	0.77	\$	25,959	0.77
Svc Wkr I	7/21/2014	\$	19,748	\$	26,670	0.75	\$	25,675	0.77	\$	25,959	0.77
Svc Wkr I	4/1/2014	\$	19,748	\$	26,670	0.75	\$	25,675	0.77	\$	25,959	0.77
Asst Librarian (P/T)	1/27/2015	\$	19,748	\$	25,273	0.79	\$	24,576	0.81	\$	25,041	0.79
Asst Librarian (P/T)	1/6/2014	\$	19,748	\$	25,273	0.79	\$	24,576	0.81	\$	25,041	0.79
Asst Librarian (P/T)	9/18/2009	\$	19,748	\$	25,273	0.79	\$	24,576	0.81	\$	25,041	0.79
Custodian (SW I)	9/9/1985	\$	19,748	\$	25,253	0.79	\$	25,072	0.79	\$	25,124	0.79
UB Clerk	7/20/2011	\$	22,188	\$	28,581	0.78	\$	28,283	0.79	\$	28,375	0.79
UB Clerk	5/3/2010	\$	22,188	\$	28,581	0.78	\$	28,283	0.79	\$	28,375	0.79
City Manager	3/5/2012	\$	85,850	\$	128,850	0.67	\$	95,154	0.91	\$	106,386	0.81
Comm. Coord.	5/30/2007	\$	24,931	\$	27,417	0.91	\$	32,039	0.78	\$	30,884	0.81
Comm. Operator	10/17/2011	\$	24,931	\$	27,417	0.91	\$	32,039	0.78	\$	30,884	0.81
Comm. Operator	8/16/2010	\$	24,931	\$	27,417	0.91	\$	32,039	0.78	\$	30,884	0.81
Comm. Operator	8/31/2009	\$	24,931	\$	27,417	0.91	\$	32,039	0.78	\$	30,884	0.81
Comm. Operator	8/9/2006	\$	24,931	\$	27,417	0.91	\$	32,039	0.78	\$	30,884	0.81
Svc Wkr II	2/17/2014	\$	20,932	\$	26,670	0.79	\$	25,675	0.82	\$	25,959	0.81
Svc Wkr II	9/2/2014	\$	20,932	\$	26,670	0.79	\$	25,675	0.82	\$	25,959	0.81
Svc Wkr II	6/3/2013	\$	20,932	\$	26,670	0.79	\$	25,675	0.82	\$	25,959	0.81
Svc Wkr II	11/6/2012	\$	20,932	\$	26,670	0.79	\$	25,675	0.82	\$	25,959	0.81
Svc Wkr II	3/11/2013	\$	20,932	\$	26,670	0.79	\$	25,675	0.82	\$	25,959	0.81
Svc Wkr II	4/26/2005	\$	20,932	\$	26,670	0.79	\$	25,675	0.82	\$	25,959	0.81
Mechanic	9/24/2014	\$	28,012	\$	34,588	0.81	\$	34,367	0.82	\$	34,441	0.82
Svc Wkr III	9/2/2014	\$	24,931	\$	31,964	0.78	\$	29,421	0.85	\$	30,203	0.83
Svc Wkr III	2/22/1999	\$	24,931	\$	31,964	0.78	\$	29,421	0.85	\$	30,203	0.83
Svc Wkr III	11/15/2010	\$	24,931	\$	31,964	0.78	\$	29,421	0.85	\$	30,203	0.83
Svc Wkr III	7/8/2000	\$	24,931	\$	31,964	0.78	\$	29,421	0.85	\$	30,203	0.83
PW Superintendent	11/4/2009	\$	35,365	\$	43,112	0.83	\$	42,373	0.84	\$	42,584	0.84
Utility Superintendent	9/22/2006	\$	35,365	\$	40,571	0.88	\$	43,579	0.82	\$	42,576	0.84
WW Plant Operator	8/3/2009	\$	29,693	\$	36,218	0.82	\$	35,018	0.85	\$	35,454	0.84
Plant Oper. (P/T)	1/21/2011	\$	29,693	\$	36,218	0.82	\$	35,018	0.85	\$	35,454	0.84
City Clerk	3/3/2008	\$	47,326	\$	55,213	0.86	\$	56,329	0.85	\$	56,072	0.85
WW Plant Operator	5/31/2005	\$	30,287	\$	36,218	0.84	\$	35,018	0.87	\$	35,454	0.86
Finance Clerk	10/22/2012	\$	26,427	\$	29,788	0.89	\$	29,903	0.89	\$	29,864	0.89

**LAKE ALFRED CITY COMMISSION MEETING
SEPTEMBER 9, 2015**

2.) ORDINANCE 1356-15: CHAPTER 42 - RECYCLE COLLECTION SERVICES

ISSUE: The City Commission will consider amending Section 42 of the Code of Ordinances related to sanitation to provide for in-house recycling services.

ATTACHMENTS:

- Ordinance 1356-15: Recycling

ANALYSIS: The City Commission was presented with bids for recycling services at the August to commence on October 1st, 2015 following the expiration of our current 3-year agreement with Republic at the end of the fiscal year. Following this presentation at the August 17, 2015 Commission meeting, the City Commission instructed staff to proceed with establishing in-house recycling services.

The City has received a draft agreement with Republic for drop off of recyclable materials. It is currently being reviewed by the City Attorney and staff and will be presented at the September 23rd (2015) meeting for formal consideration. The draft agreement contains a provision for purchase of Republic's existing receptacles for a total of approximately \$30,000; a reduction of \$15,000 from the initial proposed purchase price of \$45,000. However, there is an additional \$12,000 in expense for applying city decals to the containers. This option is less than half of the estimated cost of \$90,000 for the purchase of new containers.

The proposed ordinance amends the sanitation section of the code to allow for in-house sanitation services. The proposed ordinance also updates and rebalances the fee schedule (cost neutral); converts the restricted portion of the bill into a percentage; provides a budget formula to calculate the fuel service charge to equitably pass on increased or reduced fuel costs to the customer base; and provides an escalator provision to help account for inflation and increased operational costs.

	Current 10/1/15	Proposed 10/1/15
Residential Collection Rate:	Per Month	Per Month
One standard 95-gallon sanitation receptacle:	\$17.00	\$18.91
One standard 65-gallon recycling receptacle:	\$2.38	\$2.38
Fuel Adjustment Fee:	\$4.43	\$2.52
Total:	\$23.81	\$23.81

STAFF RECOMMENDATION: Approval of Ordinance 1356-15 on first reading.

ORDINANCE NO. 1356-15

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA AMENDING CHAPTER 42 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE ALFRED REGARDING SOLID WASTE BY AMENDING SECTIONS 42-5 AND 42-7 RELATING TO CHARGES AND FEES FOR THE COLLECTION OF SOLID WASTE AND REMOVAL OF VEGETATION AND DEBRIS; PROVIDING A CONFLICTS, SEVERABILITY, REPEAL OF CONFLICTING ORDINANCES AND RESOLUTIONS; AND PROVIDING FOR THE ADMINISTRATIVE CORRECTION OF SCRIVENER'S ERRORS AND AN EFFECTIVE DATE.

WHEREAS, the City Commission of the City of Lake Alfred desires to amend Chapter 42 of the Code of Ordinances regarding Solid Waste;

WHEREAS, it is in the best interest of the citizens and residents of the City of Lake Alfred to adopt such revised provisions;

NOW, THEREFORE BE IT ORDAINED by the City Commission of the City of Lake Alfred, Florida, as follows:

SECTION 1: CODE OF ORDINANCES. Chapter 42 of the Code of Ordinances of the City of Lake Alfred is amended as set forth in Exhibit "A" attached hereto and incorporated herein by reference (Deletions and additions are shown in ~~strike through~~ – underline format):

SECTION 2: 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 3: CONFLICTS. All ordinances and resolutions in conflict herewith are repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 4: EFFECTIVE DATE. This ordinance shall become effective immediately upon final adoption.

SECTION 5: FORMAT. It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City; and that sections of this Ordinance may be renumbered or relettered and the word "ordinance" may be changed to "chapter", "section", "article", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code is accomplished, sections of this Ordinance may be renumbered or relettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be

authorized by the City Manager or her designee, without need of public hearing, by filing a corrected or recodified copy of same with the City Clerk.

PASSED on first reading at the regular meeting of the Lake Alfred City Commission held on the 9th day of September, 2015.

READ, PASSED AND FINALLY ADOPTED on second reading at the meeting of the Lake Alfred City Commission duly assembled on the 23rd day of September, 2015.

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

Charles O. Lake, Mayor

ATTEST:

Amee Bailey-Speck, City Clerk

Approved as to Form:

Frederick J. Murphy, Jr., City Attorney

Chapter 42 - SOLID WASTE

Sec. 42-1. - Definitions.

The following words, terms and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

Appliances:

- (1) *Large appliances or household goods:* Includes discarded refrigerators, ranges, water heaters, freezers, couches, chairs, dressers, mattresses, televisions, tables, and other similar domestic and commercial large goods.
- (2) *Small appliances or household goods:* Includes portable televisions; microwaves; dormitory or boat; small refrigerators; and other small sized appliances.

Brush means cuttings of grass, leaves, weeds, small branches, shrubs and vines; provided that such grass, leaves, weeds are bagged or placed in disposable containers. Branches, shrubs and vines are not more than six feet long and are placed at curbside in front of your residence or business. May not be the result of land clearing or construction.

Garbage means any accumulation of either animal or food material, liquid or otherwise, which accumulates in the preparation of food, or any offal or refuse of meat, fish, fowl, vegetables or other refuse or waste likely to decay or become rancid or obnoxious, and any crockery, glassware or earthenware, tin cans, cartons, or other package material or wrappings coming in contact with any food material.

Garbage receptacle means a waste container used to temporarily store trash and garbage as defined within this chapter and as approved by the City of Lake Alfred.

Refuse. Items or material discarded or rejected as useless or worthless; trash or rubbish.

Trash/junk. Any refuse other than garbage. It shall include outdoor play equipment, toys, outdoor furniture, wood containers, and other similar items too large to place in garbage receptacles and must be placed in separate piles.

Sec. 42-2. - Mandatory use required.

The use of the city solid waste collection service is mandatory for all occupied residential and commercial properties in the city.

Sec. 42-3. - Maintenance required by specified establishments.

Every person owning or operating any hotel, boardinghouse, restaurant, cafe, dining room, drugstore, or any other store or market, or owning or occupying any residence, boardinghouse or apartment building in the city, who shall have any garbage on the premises shall keep and maintain at all times a garbage receptacle to meet the specifications set out in [Section 42-1](#). Such garbage receptacle shall be kept maintained on the property of such person, in a place to be designated by the director of public works.

Sec. 42-4. - Condemned.

Whenever any garbage receptacle shall become soiled from garbage, it shall be cleaned by the owner or by the occupant of the premises using such receptacle. Whenever any garbage receptacle becomes unusable, or will no longer hold liquid, it shall be condemned by the director of public works or his deputy. It shall be the duty of the director of public works to condemn and dispose of any container used for the purpose of receiving garbage that does not or shall not meet the specifications designated and required by this chapter.

Sec. 42-5. - Administration.

(a) The city manager shall be in charge of and responsible for the collection of solid waste material by the city. He may delegate his authority to the public works director, who shall be in immediate charge of such collection and disposal. For the purpose of administering this chapter, the following categories and requirements for solid waste collection are established:

- (1) Residential collections shall include collections of all solid waste collections for all dwelling units, by the city, including multifamily apartments and similar complexes electing to use a commercial refuse container approved by the city. All refuse must be bagged.
- (2) Residential recycling service shall be provided to all single-family dwellings and mobile homes or apartment buildings by the contractor who has an agreement with the city as to removal of such items to be recycled. Specific regulations on the program and services offered are included in the service agreement approved between the City of Lake Alfred and said private contractor.
- (3) Commercial collections shall include all other collections of solid waste, other than residential collections, by the city. All refuse must be bagged and drained of all liquids. All establishments using dumpsters must have a concrete or asphalt pad 12 feet wide and ten feet long, located in an area so as to allow clear movement of service vehicles. If a dumpster is going to face a public road it shall have a closed in area so not to be seen by the public.

(b)

The city shall collect a service charge, or fee, based upon the following schedules:

TABLE (A)
RESIDENTIAL COLLECTIONS
RATE SCHEDULE, INSIDE CITY LIMITS

One standard 95-gallon receptacle Smaller containers are available by request and are charged as same monthly fee as standard 95-gallon receptacles		\$17.00
Each additional receptacle over 95-gallons, per receptacle		\$7.00
For each additional collection, per collection request; or for items placed outside of receptacle, per collection	\$5.50	
Single-family dwellings and mobile homes or apartment buildings using receptacles, for one collection per week:	Per Collection	Per Month

TABLE (B)
RESIDENTIAL COLLECTIONS FOR RECYCLING
RATE SCHEDULE, INSIDE CITY LIMITS ONLY

	Per Collection	Per Month
Single family dwellings and mobile homes or apartment buildings using receptacle, for one collection per week by private contractor:		\$2.33

TABLE (C)
COMMERCIAL COLLECTIONS OF SOLID WASTE
STANDARD COMMERCIAL (95-GALLON RECEPTACLE, MAXIMUM)
RATES PER MONTH

	Per Collection	Per Month
One standard 95-gallon receptacle Smaller containers are available by request and are charged as same monthly fee as standard 95-gallon receptacles		\$20.75
Each additional receptacle, per receptacle		\$10.40
For each additional collection, per collection request		\$12.50
For items placed outside of receptacle, per collection		\$7.00
Commercial customers using receptacles, for one collection per week:	Per Collection	Per Month

- (c) All residential customers shall make a deposit of an amount equal to two months' billing before the beginning of collections from such customers, the deposit to be refunded at the termination of the service.
- (d) Commercial customers shall make a deposit of an amount equal to two months' billing before the beginning of collections from such customers, the deposit to be returned at the termination of the service.
- (e) Mobile home parks or apartment buildings inside the city using dumpsters shall pay \$14.50 per month for each mobile home or apartment or trailer space provided, for one collection per week.
- (f) From each monthly charge set forth in this section, \$0.84 shall be set aside and placed in a renewal and replacement fund by the city treasurer and used to fund the replacement of city sanitation equipment. In addition, from each monthly charge set forth in this section, \$2.16 shall be set aside and placed in a vehicle replacement fund by the city treasurer and used for the sole purpose of funding the replacement of sanitation garbage trucks.
- (g) In addition to the above charges an additional fuel adjustment charge of \$3.94 per customer, per month shall be charged on each utility billing statement as a fuel adjustment charge. This

~~fuel adjustment charge shall be increased by three percent each October 1 after the effective date of the ordinance from which this section derives.~~

~~(h)~~

~~A moratorium on the increase and collection of the automatic annual fuel adjustment charge increase will be in effect for one fiscal year beginning October 1, 2011. This moratorium will sunset without further action by the city commission on September 30, 2012. Once the moratorium established herein sunsets as provided herein, the automatic annual fuel adjustment charge will automatically be increased by three percent as of October 1 of each year.~~

~~(Ord. No. 1281-10, exh. A, 9-20-2010; Ord. No. 1295-11, § 1(exh. A), 9-7-2011)~~

(B) The following schedule shall be the “Residential Collection Rate” charged for monthly sanitation services for each customer within the City of Lake Alfred:

Residential Collection Rate:	Per Month
One standard 95-gallon sanitation receptacle:	\$18.91
One standard 65-gallon recycling receptacle:	\$2.38
Total:	\$21.29

- (1) Smaller containers may be available by request and are charged at the same monthly fee as the standard sized receptacles.
- (2) Each additional sanitation receptacle shall incur a \$7.00 monthly service fee per customer in addition to the residential collection rate.
- (3) Each additional recycling receptacle shall incur a \$4.00 monthly service fee per customer in addition to the residential collection rate.
- (4) The residential collection rate is for once a week pickup. A \$5.50 fee shall be charged to a customer for each additional collection; or for items collected that are placed outside of the receptacle.

(C) All residential customers shall make a deposit of an amount equal to two months’ billing before the beginning of collections from such customers, the deposit to be refunded at the termination of the service.

(D) Mobile Home Parks, Apartment Buildings, or other multiunit customers shall utilize the Residential Collection Rate for each unit, for one collection per week.

(E) Commercial, Industrial, and Institutional customers may be provided residential service in the same manner as other residential customers but shall be charged an additional twenty percent (20%) surcharge on the Residential Collection Rate. Alternatively, Commercial, Industrial, and Institutional customers may provide for their own sanitation through a private dumpster service with a twenty percent (20%) surcharge payable to the City on the fee

charged by the private service in accordance with Section 42-8 of the Code of Ordinances of the City of Lake Alfred.

(F) In addition to the Residential Collection Rate each customer shall be charged an additional monthly “fuel service charge” based upon the budgeted amount of fuel for the Sanitation Department and proportionately cost allocated to the customer base based upon the following formula: Budgeted Fuel Amount / estimated # of existing customers / 12 + 10% = monthly fuel service charge (e.g. \$55,000 / 2,000 Customers / 12 + 10% = \$2.52 monthly fuel service charge per customer). The foregoing fuel service charge shall be calculated as a part of the annual budget process and changes to the fuel service charge amount shall take effect on October 1st of each year.

(G) From each monthly service charge collected on the Residential Collection Rate set forth in section (A) above eleven percent (11%) shall be set aside in a vehicle replacement fund by the city treasurer and used to fund the purchase of additional or replacement city sanitation trucks. In addition, four percent (4%) shall be set aside and placed in an equipment fund by the city treasurer and used to fund the purchase of additional or replacement city sanitation equipment and capital.

(H) Inflation/Escalation Clause: The Residential Collection Rate and other fees set forth within Section (B) above shall automatically increase on October 1st of every even calendar year by three percent (3%) from each preceding biennial cycle’s rates (e.g. 2016, 2018).

Sec. 42-6. - Method of placement.

All solid waste, except dry solid waste, shall have drained from it all free liquids and wrapped in paper or other material. It should be bagged and placed in garbage receptacles with lids prior to collection. It shall be prohibited to place animal, human or fowl manure in any collection container. All rubbish shall be drained of liquid before being deposited for collection. Tree trimmings, hedge clippings and similar waste material shall be cut to a length not exceeding six feet and securely tied in bundles not more than four feet thick before being deposited for collection. Grass clippings, leaves and other yard materials shall be bagged or placed in a disposable container before depositing for collection. All tires may be picked up for an additional fee. All collections shall be placed at curbside in front of a residence or business. It shall be prohibited to place any garbage, trash, brush, appliance or other debris on properties other than on property you lawfully occupy. Any resident that is physically unable to comply with curbside requirements will be given special consideration.

Sec. 42-7. - Charges for collection ~~of vegetation, contract labor debris~~ and removal of ~~vegetation and debris.~~

(A) The ~~city~~Public Works Director under the direction of the City Manager will establish separate charges for the collection and removal of tree stumps, limbs, appliances, furniture, tires, miscellaneous debris, debris on commercial property or ~~branches~~debris resulting from commercial tree removal, provided ~~ing that~~they branches are cut to a size that can be loaded by city equipment. Small clippings, leaves and grass must be placed in bags, disposable boxes or disposable containers on city right-of-way at the curb in front of your occupancy.

- (B) The disposal of debris resulting from remodeling, repairs or contract labor is the responsibility of the contractor or owner, who may request special pickup for additional fees. The city will pick up debris resulting from homeowner or do-it-yourself projects when it is deposited at the normal collection point and does not exceed 75 pounds in weight.

Sec. 42-8. - Removal or disposal of garbage by persons other than city employees; surcharge.

- (A) The city shall have the sole authority to dispose of solid waste within the city limits. In cases where the city has determined that it is unable to provide specific sanitation services needed, private haulers may be permitted. No person or agency shall contract or permit himself to be employed for the private disposal of garbage unless such person or agency has been authorized by agreement with the city to provide collection services. In all cases in which garbage is removed or disposed of by persons other than employees of the city, the owner or the occupant of the premises shall utilize only those persons or agencies that are authorized by the city to provide collection service.
- (B) There will be a 20 percent surcharge payable to the city by the contractor on a monthly basis on the charges of all garbage and trash removal from within the city limits by private contractors.

Sec. 42-9. - Collections fees added to monthly water bills; discontinuance of water service of delinquent user authorized.

The fees as set forth in this chapter shall be collected by the city's utility billing division by adding such amount to the monthly water bills of all premises within the city coming under the provisions of this chapter. If any user shall fail, neglect or refuse to pay the fee imposed and required by this section, the city shall have and is invested with the right to immediately discontinue further water service to such user until the charge shall have been paid.

Sec. 42-10. - Garbage pickup of recyclable items or hazardous materials prohibited; violation, penalty for removal of items without permission.

- (A) No person shall place for garbage pickup any recyclables or hazardous materials except as permitted by regulations adopted in this chapter. Any items determined by the city manager to be unacceptable for city garbage pickup, or prohibited by this Code, shall not be picked up by the city-authorized garbage trucks. Any accumulation of such articles in the city shall subject the violator of this section to the sanctions as provided in [Section 2-276](#) et seq. of this Code of Ordinances.
- (B) All items placed on city right-of-way or property for recycling purposes shall become the property of the contractor who has an agreement with the city as to removal of such property to be recycled. Any person removing such property without the prior permission of the city or the city's contractor shall be guilty of a misdemeanor and shall be punishable as provided in [Section 1-14](#) of this Code of Ordinances.

Sec. 42-11. - Collection of fees.

All users of city garbage collection service shall be billed by the city and collected as provided in [Section 58-211](#) of this Code of Ordinances.

**LAKE ALFRED CITY COMMISSION MEETING
SEPTEMBER 9, 2015**

3.) RESOLUTION 07-15: PROPERTY EXCHANGE

ISSUE: The City Commission will consider approval of resolution 07-15 accepting conveyance of land from Eagle Ridge, Inc.

ATTACHMENTS:

- Resolution 07-15

ANALYSIS: The proposed resolution formally accepts and completes the property exchange with Eagle-Ridge for the Buchanan & Hughes Building that the City Commission has previously approved.

STAFF RECOMMENDATION: Approve Resolution 07-15.

RESOLUTION NO. 07-15

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA; AFFIRMATIVELY ACCEPTING THE EXCHANGE/CONVEYANCE OF THAT CERTAIN REAL PROPERTY FROM EAGLE-RIDGE, INCORPORATED TO THE CITY OF LAKE ALFRED, FLORIDA, AS MORE PARTICULARLY DESCRIBED IN THAT SPECIAL WARRANTY DEED EXECUTED BY EAGLE-RIDGE, INCORPORATED ON JUNE 30, 2015, AND RECORDED ON JULY 1, 2015, IN OFFICIAL RECORDS BOOK 9566, PAGES 548 THROUGH 549, PUBLIC RECORDS OF POLK COUNTY, FLORIDA; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred and Eagle-Ridge, Incorporated entered into an Agreement for Land Exchange (hereinafter "Agreement") which provided for a 1031 Exchange (under the rules and regulations of the Internal Revenue Service) of real properties that are reasonably equivalent in value to each party to the transaction; and

WHEREAS, on June 30, 2015, a closing of the transaction contemplated in the Agreement took place and on June 30, 2015, Eagle-Ridge, Incorporated delivered that Special Warranty Deed for the real property more particularly described therein and attached hereto as Exhibit "A" and incorporated herein by reference to the City of Lake Alfred, Florida.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF LAKE ALFRED, FLORIDA, that:

SECTION 1. PROPERTY. The City Commission of the City of Lake Alfred, Florida hereby affirmatively accepts from Eagle-Ridge, Incorporated said real property described in that Special Warranty Deed dated June 30, 2015, and recorded on July 1, 2015, in Official Records Book 9566, Pages 548 through 549, public records of Polk County, Florida and attached hereto as Exhibit "A" and incorporated herein by reference.

SECTION 2. EFFECTIVE DATE. This Resolution shall become effective immediately upon its adoption.

PASSED IN PUBLIC SESSION of the City Commission of the City of Lake Alfred, Florida, this 9th day of September, 2015.

**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

EXHIBIT "A"

to Resolution 07-15



INSTR # 2015119446
BK 9566 Pgs 548-549 PG(s)2
RECORDED 07/01/2015 12:49:19 PM
STACY M. BUTTERFIELD,
CLERK OF COURT POLK COUNTY
DEED DOC \$946.70
RECORDING FEES \$18.50
RECORDED BY terrdavi

Prepared by and return to:
Frederick J. Murphy, Jr.
Attorney at Law
BOSWELL & DUNLAP LLP
245 South Central Avenue
Bartow, FL 33830
863-533-7117
File Number:
Will Call No.:

EBB

[Space Above This Line For Recording Data]

Special Warranty Deed

This Special Warranty Deed made this 30th day of June, 2015 between **Eagle-Ridge, Incorporated, a Florida corporation**, whose post office address is **2012 West University Avenue, Gainesville, Florida 32603**, grantor, and the **City of Lake Alfred, Florida, a Florida municipal corporation**, whose post office address is **120 East Pomelo Avenue, Lake Alfred, Florida 33850**, grantee:

(Whenever used herein the terms grantor and grantee include all the parties to this instrument and the heirs, legal representatives, and assigns of individuals, and the successors and assigns of corporations, trusts and trustees)

Witnesseth, that said grantor, for and in consideration of the sum TEN AND NO/100 DOLLARS (\$10.00) and other good and valuable considerations to said grantor in hand paid by said grantee, the receipt whereof is hereby acknowledged, has granted, bargained, and sold to the said grantee, and grantee's heirs and assigns forever, the following described land, situate, lying and being in **Polk County, Florida**, to-wit:

See Exhibit "A" attached hereto.

Together with all the tenements, hereditaments and appurtenances thereto belonging or in anywise appertaining.

To Have and to Hold, the same in fee simple forever.

And the grantor hereby covenants with said grantee that the grantor is lawfully seized of said land in fee simple; that the grantor has good right and lawful authority to sell and convey said land; that the grantor hereby fully warrants the title to said land and will defend the same against the lawful claims of all persons claiming by, through or under grantor.

In Witness Whereof, grantor has hereunto set grantor's hand and seal the day and year first above written.

Signed, sealed and delivered in our presence:

Witness **Frederick J. Murphy, Jr.**
Printed Name: _____

Witness
Printed Name: **Teresa A. Warren**

Eagle-Ridge, Incorporated,
a Florida Corporation
By
Michael Rogers, Vice President

(Corporate Seal)

Approved as to correctness and form:
By
, Legal Counsel



State of Florida
County of Polk

The foregoing instrument was acknowledged before me this 30th day of June, 2015, by Michael Rogers, as Vice President of Eagle-Ridge, Incorporated, a Florida corporation, who [] is personally known or [] has produced a driver's license as identification and who is authorized to execute same on behalf of Eagle-Ridge, Incorporated, a Florida corporation.

[Notary Seal]

Notary Public, State of Florida
Printed Name: _____
My Commission Expires: _____

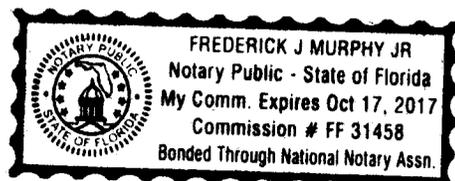


EXHIBIT "A"
to Resolution 07-15

EXHIBIT "A"

Lots 11, 12, 13, 14, 15, and 16, of Block 5 of Arbuthnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereon recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 23, Pages 26 and 26A. Parcel ID# 322726-501000-005110

AND

Lot 4 of the Replat of Arbuthnot Subdivision to Lake Alfred, Florida, as shown by map or plat thereon recorded in the office of the Clerk of the Circuit Court in and for Polk County, Florida, in Plat Book 26, Pages 40 and 40A. Parcel ID# 322726-502000-00040

AND

South 51.5 feet of Lots 1 through 5, Block 18 of the original TOWN OF CODINGTON (now Lake Alfred) as per plat recorded in Plat Book 1, Page 61, Public Records of Polk County, Florida. Parcel ID#322726-503000-018012.

**LAKE ALFRED CITY COMMISSION MEETING
SEPTEMBER 9, 2015**

4.) RESOLUTION 08-15: UPDATED CITY MANAGER EMPLOYMENT AGREEMENT

ATTACHMENTS:

- Resolution 08-15 & Updated Employment Agreement
- Letter of Request
- ICMA Model Employment Agreement

ANALYSIS: The City Manager is one of three contracted employees that reports directly to the City Commission and whose services are provided for through an agreement (Auditor, City Attorney). The City Manager's employment agreement allows for changes to the agreement. The changes must to be presented to the City Commission following a performance evaluation and in advance of the adoption of the annual operating budget. The most recent evaluation was completed in March of 2015 with an overall ranking of 4.79 out of 5 with the final budget for FY 16/17 set to be approved on September 23rd, 2015.

The proposed updated employment agreement includes a cleanup of the language, updated procedural elements, and several requested benefit provisions including:

- Increase in annual leave accrual
- Supplemental insurance benefits
- Buy in option for the general employee retirement system

The requested benefit provisions are consistent with the ICMA Model Employment Agreement and have been included in the preparation of the budget with a FY 16/17 cost of approximately \$14,000. The proposed amendment does not include any changes to the annual salary. The City Manager position's starting salary is equal to 81% of the market average based upon the salary survey and consistent with the established goal of at least an 80% starting salary for all positions within the City.

STAFF RECOMMENDATION: Pleasure of the City Commission (requesting approval of the agreement with the requested options).

RESOLUTION NO. 08-15

A RESOLUTION OF THE CITY OF LAKE ALFRED, FLORIDA, AUTHORIZING THE EXECUTION OF THE UPDATED CITY MANAGER EMPLOYMENT AGREEMENT WITH RYAN LEAVENGOOD; PROVIDING FOR CONFLICTS AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred desires to continue to employ the services of Ryan Leavengood as its City Manager; and

WHEREAS, the City Manager and the City Commission desire to execute the Updated Employment Agreement hereinafter referred to as the Agreement.

NOW THEREFORE BE IT RESOLVED by the City Commission of the City of Lake Alfred, Florida, that

SECTION 1: EMPLOYMENT AGREEMENT. The Updated Employment Agreement is hereby approved and the Mayor is hereby authorized and directed to execute the Agreement with Ryan Leavengood, a copy of which is attached hereto and referenced as Exhibit "A".

SECTION 2: CONFLICT. All Resolutions inconsistent with this Resolution are repealed to the extent necessary to give this Resolution full force and affect.

SECTION 3: EFFECTIVE DATE. This Resolution will take effect immediately upon its passage by the City Commission.

INTRODUCED AND PASSED by the City Commission of the City of Lake Alfred, Florida, in a regular session this 9th day of September, 2015.

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

Charles O. Lake, Mayor

ATTEST:

Ameé Bailey-Speck, City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

Exhibit "A" to RESOLUTION 08-15

**CITY OF LAKE ALFRED, FLORIDA
CITY MANAGER
UPDATED EMPLOYMENT AGREEMENT**

THIS UPDATED EMPLOYMENT AGREEMENT (hereafter "AGREEMENT"), made and entered into this 9th day of September, 2015, by and between the City of Lake Alfred, Florida, a municipal corporation, hereinafter referred to as "CITY", and Ryan Leavengood, hereinafter referred to as "EMPLOYEE".

WHEREAS, the Employee entered into an employment agreement on February 13th, 2012 for employment as City Manager of the City of Lake Alfred, Polk County, Florida; and

WHEREAS, the City and the Employee desire to operate under the terms and conditions of this updated Agreement; and

WHEREAS, the City Commission has passed Resolution No. 05-14 on March 17, 2014, approving an updated Employment Agreement and authorizing the Mayor to execute same.

NOW THEREFORE, the City does hereby continue to employ the services of Ryan Leavengood as its City Manager under, and in accordance with, the following terms and conditions:

SECTION 1. RECITALS INCORPORATED.

The above recitals are hereby incorporated into this Agreement and form a factual basis for the entry into this Agreement.

SECTION 2. DUTIES.

A. The Employee shall be the Chief Administrative Officer of the City. He shall be responsible to the City Commission for the administration of all City affairs placed in his charge by and under the Charter of the City and Ordinances of the City.

B. Employee shall perform other legally permissible and proper duties and functions as the City Commission shall, from time to time direct.

SECTION 3. TERM.

This Agreement shall take effect on this 9th day of September, 2015. The commencement of employment was March 5, 2012. Employee shall serve as City Manager at the pleasure of the Lake Alfred City Commission unless removed as set forth in §3.02(b) of the Charter of the City of Lake Alfred.

SECTION 4. SALARY.

City shall pay Employee for his services an annual starting base salary based upon the following schedule:

- 3/17/2014: \$80,000
- 10/1/2014: \$82,500
- 10/1/2015: \$85,000

The salary under this section will be payable in such installments, at the same time as other employees. In addition to the previous, Employee shall receive and carry forward all cost of living and other increases to his base salary from the commencement of employment in the same amount and manner as all other City employees without further City Commission action. In addition the City Commission agrees to increase Employee's salary and/or benefits in such amounts and to such extent as the City Commission may determine on the basis of a performance evaluation of said Employee as set forth in Section 5 of this Agreement.

SECTION 5. PERFORMANCE EVALUATION.

The City Commission shall review and evaluate the performance of the Employee at least once ~~annually~~ (SUPPLEMENTAL REQUEST #1) annually in advance of the adoption of the annual operating budget utilizing evaluation instruments acceptable to both the City Commission and the

Comment [RL1]: Changes standard evaluation to at "least" once every two years. After three years of working with the City I think we've established a solid working relationship and baseline of performance and one year just goes by so quickly. It also decreases the likelihood of having a new Commissioner that would be seated at the beginning of the year from having to evaluate me without having gone through a budget cycle yet. The Commission can always request an evaluation at any time.

Employee. The Employee shall be entitled to discuss his evaluation with the City Commission as deemed necessary.

SECTION 6. HOURS OF WORK.

City expects that the Employee will be generally available at City Administration (subject to phone calls, emails, scheduled meetings, etc.) during normal working hours in the same manner as other exempt employees, Monday through Friday. Notwithstanding the foregoing, it is recognized that the Employee must devote a great deal of time outside of the office and normal working hours to business of the City and shall be allowed to accrue and to take reasonable compensatory time off as he shall deem appropriate during the normal office hours. Compensatory time shall follow the same guidelines and provisions for other leave benefits as established in Section 9 of this Agreement.

SECTION 7. SEVERANCE PAY.

A. If employment is terminated by a majority vote of all the City Commissioners pursuant to §3.02(b) of the Charter of the City of Lake Alfred, the Employee shall receive upon demand and notwithstanding anything to the contrary except as provided in subparagraphs B and C below, an amount equivalent to twenty weeks (or 800 hours) of the Employee's total compensation as severance pay and an amount equivalent to any accrued sick leave, vacation, compensatory time, administrative leave, holiday, and other accrued benefits without reduction and paid at the Employee's hourly rate of total compensation. The foregoing payment shall be provided in a single lump sum or at the election of the Employee, multiple payments within one (1) year of separation for tax liability purposes (e.g. half upon separation and half on January 1st).

B. If the Employee voluntarily terminates his employment he shall receive upon demand and notwithstanding anything to the contrary an amount equivalent to any accrued sick leave, vacation,

compensatory time, administrative leave, holiday, and other accrued benefits without reduction but no severance pay.

C. In the event the Employee is terminated during the term of this Agreement because of a conviction of a felony or crime involving moral turpitude; or for cause of malfeasance or misfeasance of office or misconduct as defined in Section 443.036(30) of the Florida Statutes, then, in that event, City shall have no obligation to pay any severance pay.

E. In addition to the notification requirements established in Section 2-182(b) of the Code of Ordinances the Employee shall give at least a thirty (30) day notice of any intention to separate from employment with the City. Provisions or events not contemplated within this section shall be governed by the City of Lake Alfred Personnel Manual in the same manner as other Regular Full Time employees.

SECTION 8. AUTOMOBILE.

Employee's duties require that he shall have the exclusive and unrestricted use at all times during his employment with the City of an automobile provided to him by the Employer. In lieu of City providing such a vehicle and being responsible for paying for liability, property damage, and comprehensive insurance and for the purchase or lease, operation, maintenance, repair and regular replacement of said automobile and fuel costs, the Employer shall provide the Employee a biweekly automobile allowance of \$250. Said monthly automobile allowance shall be considered full reimbursement for use of the Employee's personal automobile within Polk County, Florida. Notwithstanding and in addition to the expense limitations set forth in section 13 of this Agreement, Employee shall receive an amount equal to the standard mileage and full day per diem allowance provided by the City for travel outside of Polk County, Florida. In lieu of reimbursement for outside of Polk County travel, Employee shall use to the extent possible an available City vehicle for such travel.

Employee shall have a valid Florida Driver's License and maintain insurance on the vehicle during the term of this Agreement.

SECTION 9. VACATION, SICK LEAVE, HOLIDAYS AND OTHER BENEFITS.

Employee shall be treated as an employee having completed five (5) years of service with the City for all purposes related to sick leave, vacation leave, holiday leave and other benefits as a Regular Full Time employee as specified in the City of Lake Alfred Personnel Manual and accrue, and have credited to his personal account, vacation leave, administrative leave, sick leave, holiday leave, and other benefits as provided for in this section, as though the Employee had completed five (5) years of service with the City upon commencement of employment with the City. Additional time in service from the commencement of employment shall be credited to the five (5) year base on a two-for-one basis to determine eligibility for additional benefits. (REQUESTED LEAVE PROVISION) In addition to the previous, Employee shall annually receive forty (40) hours of administrative leave and an additional eight (8) hours of administrative leave for each unadjusted year of service following the commencement of employment. (ALTERNATE LEAVE PROVISION) In addition to the previous, Employee shall annually receive eighty (80) hours of administrative leave that shall be credited to his personal account. The provisions within this section shall not apply towards qualifying for permissive service credits in the General Employee Retirement System or step adjustments to base salary. Notwithstanding anything to the contrary, all benefits pursuant to this section shall be received once per fiscal year in a lump sum without reduction, shall vest with the Employee upon being credited to his personal account, shall accrue without limit and any balances shall be disbursed at the hourly rate of the Employee's compensation upon request or as contemplated in Section 7 of this Agreement.

SECTION 10. INSURANCE BENEFITS.

Comment [RL2]: Additional leave time is not an uncommon provision in management contracts. I've seen manager contracts with 6-10 weeks of total annual leave time. Former Lake Alfred City Manager Shockley had a similar provision in her contract for 2 additional weeks of vacation time and had a maximum accrual of 6 weeks of annual vacation leave. This provision would initially increase my vacation leave time from 3 to 4 weeks with a base cap of 5 weeks and one additional day per year of service making it a scaled and longer term benefit. My personal take on this benefit since you could probably not consistently use all of the additional leave time is that it takes the place of a bonus or equity provision (e.g. stock options) that are more commonly seen in private sector management positions.

FY 15/16 Budget Impact: \$3k

Comment [RL3]: Identical benefit to what City Manager Shockley had in her agreement.

FY 15/16 Budget Impact: \$4k

Comment [RL4]: Manager contracts will often have provisions for additional or supplemental benefits (family health coverage, life insurance equal to x3 salary, long/short term disability, etc.). These benefits are identified in the ICMA Model Employment Agreement.

The options below:

The City shall provide at its expense and as a part of the Employee's compensation full major medical, dental and life insurance under the plan provided to all other City Employees or at the election of the Employee an allowance equal to the same.

(REQUESTED BENEFIT PROVISION: Replaces section): The City shall provide at its expense and as a part of the Employee's compensation full major family medical, dental and life insurance under the plan provided to all other City Employees or at the election of the Employee an allowance equal to half of the same. In addition to the previous, the City shall provide the Employee with full long term disability insurance and life insurance equal to three times (x3) his total salary or at the election of the Employee an allowance equal to the same. Beginning on October 1, 2015 any elective family allowance taken in lieu of the foregoing family benefits provided under this section shall be equal to the lesser of the cost of providing said benefit(s) or up to \$100 per pay period and an additional \$100 per pay period each fiscal year thereafter (e.g. 10/1/16: \$200 per pay period).

(ALTERNATE BENEFIT PROVISION): In addition to the previous and in lieu of any additional City provided family or supplemental health, disability, or life insurance benefits the City agrees to provide the Employee an allowance equal to the difference in the proportional individual insurance benefit provided to the Employee and the median city employee as a percentage of total salary (e.g. If the annual value of the City provided insurance benefits were equal to 5% of the Employee's total salary and 15% of the median employee's total salary, the Employee would receive an amount equal to 10% of his total salary for family and supplemental benefits). Beginning on October 1, 2015 the foregoing allowance shall be equal to the lesser of the amount of the foregoing calculation or \$200 per pay period and an additional \$100 per pay period each fiscal year thereafter (e.g. 10/1/16: \$300 per pay period). Said allowance shall not exceed twenty percent (20%) of the Employee's total salary and shall be paid in

Comment [RL5]: Directly provides the benefits through the City's plan or allows for an allowance equal to half the value if I purchased my own insurance from outside the City.

The benefits outlined here are consistent with the ICMA Model Agreement.

FY 15/16 Impact: \$5k in benefits
Remaining \$5k phased in over 2 years

the same installments as regular base salary and may be used by the Employee to purchase additional benefits under the plans provided by the City.

Comment [RL6]: The average employee's insurance benefit package is equal to 18% of their base salary as compared to 6% of my salary. This option phases in the difference in the proportional insurance benefit received by myself and the other city employees and allows me to fund my own supplemental benefits (life insurance, disability insurance, dependent coverage, etc.).

FY 15/16 Budget: \$5k
Remaining \$7k phased in over 4 years.

SECTION 11. HOLD HARMLESS INDEMNIFICATION.

City shall defend, save harmless and indemnify Employee against any tort, professional liability claim, demand or other legal action or omission occurring in the performance of Employee's duties as City Manager, as covered by a standard Professional Liability insurance policy. In furtherance and not in limitation hereof, after Employee leaves City employment and/or ceases to serve as City Manager, City agrees to continue the policy of liability insurance covering Employee against any tort, professional liability claim, demand or other legal action arising out of acts which occurred during Employee's term of employment as City Manager for a period not less than three (3) years. Nothing herein shall be construed to require the City to indemnify or hold Employee harmless of any illegal act and/or ultra vires committed by the Employee.

SECTION 12. RETIREMENT.

A. The City agrees to make contributions for the benefit of the Employee to any retirement, investment, or student loan account designated by the Employee equal to the greater of the Florida Retirement System's total contribution rate for the Senior Management Service Class or the total annual cost of the City's general employee retirement plan and calculated as a percentage of total pensionable salary and wages of employees participating in the general retirement plan from the respective fiscal year. The Employee shall vest in the highest of the foregoing contribution rates experienced during his tenure with the City. Contributions shall be made on the compensation of the Employee and any contributions made by the City shall immediately vest in Employee upon contribution by the City.

B. (REQUESTED RETIREMENT PROVISION): In addition to the previous, the City shall provide at its expense and as a part of the Employee's compensation his full: participation; membership; and prior service credits; in the City's General Employee Retirement System. In the event the Employee vests within the General Employee's Retirement System, the Employee shall, as a requirement under this provision, transfer up to half of the post-tax and penalty (if any are applied) retirement contributions received on pensionable compensation from the City pursuant to Section 12(A) of this Agreement to the City's General Employee Retirement System and thereafter receive half the retirement benefit from Section 12(A) on pensionable compensation while the Employee continues to accrue service credit in the General Employee Retirement System.

C. (ALTERNATE RETIREMENT PROVISION): In addition to the previous, the City shall provide at its expense and as a part of the Employee's compensation: participation; membership; and prior service credits; in the City's General Employee Retirement System. In the event the Employee vests within the General Employee's Retirement System, the Employee shall, as a requirement under this provision, transfer up to two-thirds (66%) of the post-tax and penalty (if any are applied) retirement contributions received on pensionable compensation from the City pursuant to Section 12(A) to the City's General Employee Retirement System and thereafter receive one-third (33%) of the retirement benefit from Section 12(A) on pensionable compensation while the Employee continues to accrue service credit in the General Employee Retirement System.

D. In the event the Employee is unable to participate in or no longer accrues service credit in the General Employee's Retirement System (i.e. closed to new members) under section 12(B) of this Agreement and in recognition of the significant impact this has on the Employee's total compensation the City shall make an annual contribution as a part of the Employee's compensation

Comment [RL7]: The value of the City's defined benefit pension plan is worth significantly more than the benefit received from the defined contribution in Section 12.A. Additionally, it is a guaranteed benefit that doesn't have to be actively managed by the employee, which is a significant benefit. **I would like the opportunity for the same base retirement benefit as other city employees. This is a longer term provision, the true value of which would not be realized until after 10 years of service with the City, making it a long term employee retention tool.**

The ICMA Model Agreement calls for the manager's participation in their state or local pension with costs paid for by the City along with an additional smaller defined contribution. This provision is consistent with the ICMA model agreement. Upon reaching vesting (10 years), half the contribution received to date will be refunded to the pension to help offset participation in the retirement system and half will continue to be invested in the employee.

FY 15/16 Budget Impact: \$5,000*

*Offset by the buyback provision. Pension will account for participation in same manner as other employees.

Comment [RL8]: Identical to Option 1 except with a reduced defined contribution benefit (one third instead of one half).

FY 15/16 Budget Impact: \$5,000*

*Offset by the buyback provision. Pension will account for participation in same manner as other employees.

to any retirement or investment account designated by the Employee equal to the 457(b) elected deferral limit that shall immediately vest in Employee upon contribution by the City.

SECTION 13. GENERAL BUSINESS EXPENSES.

A. The City agrees to budget for and to pay for professional dues of the International City and County Manager’s Association and the Florida City and County Managers Association. Additionally, City agrees to budget for and to pay for registration, travel, subsistence, and associated expenses of Employee for the annual Florida City and County Managers Association Conference & the annual Florida League of Cities Conference.

B. The City recognizes that the professional and personal development of the Employee is beneficial to the City and that the Employee will incur expenses in the performance of his duties. In lieu of Employee approving his own training, travel, and general expenses the Employee shall be provided an annual allowance or payment equal to the greater of \$5,000 or the budgeted amount (“expense allowance”) for training, general expenses and professional/personal development (SUPPLEMENTAL

REQUEST #2) and additionally provide reimbursement for up to six (6) credit hours of postgraduate tuition and related expenses per semester for continuing education. This amount shall be construed as

the total benefit and remuneration for continuing education, training, and general expenses and the Employee shall not be eligible for any other general City policy providing for such unless otherwise provided for within this Agreement or authorized by the City Commission. Employee may elect to receive disbursements from the foregoing allowance and/or utilize the City as purchasing agent or provider for such expenses and reimburse the City for the same. Notwithstanding and in addition to the previous, the City acknowledges its responsibility to provide general operating and office supplies for the use of the Employee in the performance of his duties to the City.

Comment [RL9]: No current plans to take any university classes for several years but “may” consider it at some point; especially for business or finance that would be beneficial to my position. Included for completion and so I wouldn’t have to propose a future amendment to the agreement in case 5 years from now I wanted to take a few classes at UCF/USF.

No immediate Budget impact. If I did consider taking classes in the future I would increase the tuition reimbursement line item in the budget process.

C. Employee's duties require that he shall utilize mobile and home based communication, computer, electronic devices, and associated data usage. In lieu of providing such and being responsible for their service, repair, and replacement charges the City shall provide the Employee with a biweekly electronic device and mobile phone allowance of (SUPPLEMENTAL REQUEST #3: \$75\$50). Employee may utilize the City as a purchasing agent or provider for any devices or service and reimburse the City for the same.

Comment [RL10]: Slight uptick in the tech allowance.

Budget Impact of \$650.

SECTION 14. MOVING AND RELOCATION EXPENSES.

A. Employee agrees to establish residence within the corporate boundaries of the City of Lake Alfred within six (6) months of commencement of employment, and thereafter to maintain residence within the corporate boundaries of the City for all times that this Agreement is in effect.

B. City agrees to reimburse employee up to \$3,000.00 for the expenses related to moving Employee and his family and personal property one time from Auburndale, Florida to the City upon presentation of receipts and proof of expenditures relating to such move.

SECTION 15. BONDING.

The City shall bear full cost of any fidelity or other bonds required of Employee as a condition of employment as City Manager or as required by the State of Florida.

SECTION 16. OTHER TERMS AND CONDITIONS OF EMPLOYMENT.

The City Commission and Employee may mutually agree to modify, amend or fix such other terms and conditions of employment as may be determined, from time to time, to be necessary or appropriate, provided that such terms and conditions are not inconsistent with or in conflict with the provisions of the Agreement, Charter or any other law. Further, all provisions of the Code of Ordinances, Chapter 2, Article IV, Division 2 relating to the City Manager will be followed by City and Employee.

SECTION 17. NO REDUCTION IN BENEFITS.

Employer shall not at any time during this Agreement reduce the salary, compensation or other financial benefits of Employee, except in the event the reduction is the result of an across-the-board reduction for all employees of the City.

SECTION 18. CONSTRUCTION AND OPERATION OF AGREEMENT.

The text herein shall constitute the entire Agreement between the parties. This Agreement shall be binding upon and inures to the benefit of the heirs at law and personal representatives of Employee. This Agreement shall become effective upon execution thereof by the City and Employee and approval by the City's governing body. If any provisions, or any portion thereof, contained in this Agreement are held to be unconstitutional, invalid, or unenforceable, the remainder of this Agreement or portion thereof shall be deemed severable and shall not be affected and shall remain in full force and effect. The Employee shall have the right to administratively construct and interpret the provisions of this Agreement in their application so long as the context does not clearly require otherwise. Any conflict with the interpretation or application of the provisions within this Agreement, or matters not specifically addressed within this Agreement shall be resolved in good faith with the Employee. With the exception of severance pay, the compensation and benefits provided for in this Agreement may be received or acted upon by the Employee without further action by the City Commission.

SECTION 19. MISCELLANEOUS.

- A. This Agreement shall be construed and regulated under and by the laws of the State of Florida. Venue for any legal action arising hereunder shall be exclusively in the State Courts in and for Polk County, Florida.

- B. Any number of counterparts of this Agreement may be signed and delivered, each of which shall be considered an original and all of which, together, shall constitute one and the same instrument.
- C. The Employee shall be considered a “key employee” and shall receive at least the same benefits and supplemental compensation as other key employees or administrative personnel (e.g. Department Heads). (SUPPLEMENTAL REQUEST #4) In addition, the Employee’s base starting salary shall be at least fifty percent (50%) greater than the average base starting salary of his three highest compensated direct reports and fifteen (15%) greater than the starting base salary of any other employee of the City. In the event that any of the foregoing conditions are not met the Employee’s base salary and benefits shall automatically be provisionally increased until the foregoing conditions are minimally satisfied and the changes shall be included in the subsequent budget cycle for consideration. Pursuant to section 17 of this agreement, any increase in compensation or benefits under this provision shall vest with the Employee (with future increases being applied to this amount) notwithstanding any future calculations of the foregoing criteria that may otherwise indicate a reduction.
- D. Any allowance, reimbursement, or benefit with the exception of salary or payment of accrued leave specified within this Agreement shall be construed as the net post tax benefit to the Employee. For administration of this provision, the City shall assume the Employee is responsible for a thirty percent (30%) tax burden on any of the foregoing that is not provided as a pretax payroll contribution and a fifteen percent (15%) tax burden on any Employee elected post-tax contribution that would not otherwise be taxable but for the election. In addition, following the commencement of employment any allowance specified within this Agreement shall be

Comment [RL11]: Would not result in an increase. My current base starting salary is 2% over the 50% standard.

The 50% standard already exists within the organization between Department Heads and Superintendents, and the City Manager and the Department Heads. This would just formalize the standard within the agreement and would be useful to me as a legacy provision in promoting this standard in the FCCMA if it were contained in an active agreement.

The Public Works Director position is 59.57% more than the Superintendent position (and has 2 direct reports). The Police Chief position is 50.53% higher than the Police Sergeant position (2 direct reports including the Lt.). The Fire Chief position is 50.53% higher than the Fire Captain position (3 direct reports). The City Manager position is 52.13% more than the top grade Department Head position (7 direct reports).

No Budget Impact.

adjusted annually at the greater of three percent (3%) or the average annual change in the Consumer Price Index (CPI).

- E. “Base Starting Salary” shall mean the annual salary of a position including cost of living adjustments (COLAs) but excluding any other increases or amounts (e.g. step increases, incentive/assignment pay, longevity, holiday pay, etc.). The hourly rate shall be the amount of base starting salary divided by two-thousand and eighty (2080). In the event a position lacks an identifiable base starting salary with systemic and programmed increases to a minimum salary or range, the current “base salary” for such a position shall be construed as the de facto “starting base salary” for the purposes of its application and use within this Agreement.
- F. “Base Salary” shall mean the full annual salary of a position including COLAs and step adjustments for the given year represented in Section 1 of this Agreement but excluding any other increases or amounts (e.g. incentive pay, longevity, holiday pay, etc.; “Total Salary” would include said amounts). The hourly rate shall be the amount of base salary divided by two-thousand and eighty (2080).
- G. “Compensation” shall mean the full salary, wages, and other monetary benefits received by the Employee from the City on an annual basis that is generally reported on the Employee’s W-2 form plus all tax deferred, tax sheltered, or tax exempt items of income. The hourly rate shall be the amount of compensation divided by two-thousand and eighty (2080).
- H. “Total Compensation” shall mean the full annual monetary value of all salary, compensation, and benefits that the Employee receives and is provided for, or is eligible to receive from this Agreement and his employment with the City. The hourly rate shall be the amount of total compensation divided by two-thousand and eighty (2080).

- I. Pursuant to F.S. 215.425 any changes in the calculation, method, or the amount of compensation shall be applied following approval of the updated Agreement but shall not result in retroactive or additional compensation for services already rendered.

(The rest of this page left intentionally blank.)

IN WITNESS WHEREOF, the City of Lake Alfred, Florida has caused this Agreement to be signed and executed in its behalf by its Mayor and duly attested by its City Clerk, and the Employee has signed and executed this Agreement, this 9th day of September, 2015.

Charles O. Lake, Mayor
City of Lake Alfred, Florida

Ryan Leavengood
Employee

ATTEST:

Ameé Bailey-Speck, City Clerk

Approved As To Form:

Frederick J. Murphy, Jr., City Attorney



City Manager's Office

August 23rd, 2015

Honorable Mayor & City Commissioners,

Thank you for your partnership and support over the past three and a half years. Our list of accomplishments has steadily grown to include the establishment of a Community Redevelopment Agency, the City's Veterans Memorial, Polk County Fire Automatic Aid Agreement, the recent property acquisition of the Buchanan building, laying the foundation for the formation of a Polk County Water Cooperative, and our Centennial Celebration. We've additionally made great strides in improving our budget process and creating a document that is both effective and efficient in its presentation and a valuable tool for measuring performance and achieving our goals. Following last year's evaluation I presented changes to my employment agreement that primarily focused on salary and allowances while cleaning up some of the language. A year and a half following adoption of the updated agreement I've identified a few conflicts and other language that could be better written and improved. I am not proposing any increase in salary as that was addressed by the Commission during the last amendment. Following the phased in salary increases the base starting pay for the city manager position is at 81% of the overall market average which is consistent with the established goal of an 80% market average starting salary for all positions within the City. Any future increases to salary will be tied to cost of living adjustments, pay plan step increases, and salary survey results in the same manner as other employees.

Following my last evaluation (4.79 out of 5) and in advance of the approval of the annual operating budget I would like to present an amendment to my employment agreement that will include a general cleanup of language and present changes to some of the more esoteric sections of the agreement on leave time, insurance and retirement benefits. The proposed changes are consistent with the International City Management Association (ICMA) Model Employment Agreement which I have included a copy of with the highlighted sections for your reference. In hindsight, these are items that I probably should have added into the original employment agreement or the subsequent amendment for consideration but at the time was largely unfamiliar with these provisions and how they fit into the overall compensation for a city manager. Following my time on the FCCMA Board, reviewing other manager agreements and researching compensation for a presentation at conference I have gained a greater understanding and appreciation for these provisions, especially as a father of three.

The proposed agreement cleans up the language in many sections and presents options for the primary changes in red underline and strikethrough and includes:

1. Leave time enhancement.
2. Supplemental insurance benefits.
3. Retirement "buy in" option.

Following the last revision of my employment agreement I have successfully taken the lead and represented the City's interests on a number of important projects and issues including the establishment of the Community Redevelopment Agency, the TECO franchise agreement, the property swap with the University, the Fire OPA/Automatic Aid agreement, the Republic Recycling contract, and most recently, our IT agreement. **All told, these items represent a combined cost savings or revenue increase of approximately \$400,000 to the City annually. These interests represent a significant investment in the City and our residents by allowing the City to maintain or increase current service levels without adopting a 2.5 mil equivalent fire assessment fee; doubling of our recycling fee; and have additionally allowed for a slight reduction in the ad valorem tax rate.** These funds and cost savings have also been reinvested into the organization, allowing for capital projects to be funded and increasing salaries of frontline employees in all of our departments including over a 10% increase for service workers, a 6% increase for police officer pay, and a 12% increase for fire fighter pay by FY 16/17 (excluding cost of living adjustments). Together, these items represent a proverbial "hat trick" of saving the citizens a significant amount of money while at the same time investing in capital projects and investing in a payroll system better designed to recruit and retain effective employees. It has been a very productive and exciting time for the organization and the community and I am proud to have played my part.

While the proposed options do not impact my annual salary they do have an estimated FY 16/17 cost of approximately \$13,000. **However, the total value of the requested provisions, on balance, represents a small reinvestment of less than five percent (5%) of the previously mentioned initiatives that have had a significant positive financial impact for the City.** The proposed September Budget is balanced and has been prepared including the requested changes so there is no additional budget impact to consider. Following the budget presentation in August the City has saved additional funding with insurance renewals and an additional \$20,000 in cost savings from our IT agreement with Auburndale which was negotiated for in-kind services at no additional cost to the City. Additionally, the proposed changes are consistent with the ICMA Model Employment Agreement and are structured in such a way that they incentivize long term employee retention. They are also timely in the sense that I will be receiving certification as a credentialed manager through the ICMA in 2016 which is a significant milestone in my career. If approved, this will be the final foreseeable amendment to my employment agreement for benefit enhancements.

Please do not hesitate to call or meet with me if you have any questions on the proposed changes as I will be more than happy to discuss and go over them with you. It is hard to believe that I have been a part of the Lake Alfred team now for nearly 4 years but when I look back on all that we have accomplished I wonder how we have managed to do so much in that same period of time. I look forward to our continued partnership and adding to our list of accomplishments as we establish a foundation for success and opportunity in Lake Alfred for the years to come.

Sincerely,



Ryan Leavengood
City Manager

Model

Employment Agreement



ICMA contact:
Martha Perego
ICMA Director of Ethics
Membership Team Leader
202.962.3668
mperego@icma.org



ICMA



Leaders at the Core of Better Communities

ICMA advances professional local government worldwide. Its mission is to create excellence in local governance by developing and advancing professional management of local government. ICMA, the International City/County Management Association, provides member support; publications, data, and information; peer and results-oriented assistance; and training and professional development to more than 9,000 city, town, and county experts and other individuals and organizations throughout the world. The management decisions made by ICMA's members affect 185 million individuals living in thousands of communities, from small villages and towns to large metropolitan areas.

ICMA

777 North Capitol Street, NE

Suite 500

Washington, DC 20002-4201

202-289-ICMA (4262)

icma.org

Copyright ©2013 by the International City/County Management Association. All rights reserved, including rights of reproduction and use in any form or by any means, including the making of copies by any photographic process, or by any electrical or mechanical device, printed, written, or oral or recording for sound or visual reproduction, or for use in any knowledge or retrieval system or device, unless permission in writing is obtained from the copyright proprietor.

Contents

Introduction	1
Section 1: Term	1
Section 2: Duties and Authority	1
Section 3: Compensation	2
Section 4: Health, Disability and Life Insurance Benefits	3
Section 5: Vacation, Sick, and Military Leave	3
Section 6: Automobile	4
Section 7: Retirement	4
Section 8: General Business Expenses	5
Section 9: Termination	6
Section 10: Severance	6
Section 11: Resignation	7
Section 12: Performance Evaluation	7
Section 13: Hours of Work	8
Section 14: Ethical Commitments	8
Section 15: Outside Activities	8
Section 16: Moving and Relocation Expenses	8
Section 17: Home Sale and Purchase Expenses	9
Section 18: Indemnification	10
Section 19: Bonding	10
Section 20: Other Terms and Conditions of Employment	11
Section 21–22: Notices and General Provisions	11
Appendix 1 Separation of Employment and General Release	13

Introduction

This Agreement, made and entered into this [date], by and between the [local government] of [state], [town/city/county] a municipal corporation, (hereinafter called "Employer") and [name], (hereinafter called "Employee") an individual who has the education, train-

ing and experience in local government management and who, as a member of the International City/County Management Association (ICMA), is subject to the ICMA Code of Ethics, both of whom agree as follows:

Section 1: Term

Recommended Language

A. This agreement shall remain in full force and effect from [date] until terminated by the Employer or Employee as provided in Section 9, 10 or 11 of this agreement.

Option 1

The term of this agreement shall be for an initial period of [#] years from [date] to [date]. This Agreement shall automatically be renewed on its anniversary date for a [#] year term unless notice that the Agreement shall terminate is given at least [#] months

(12 months recommended) before the expiration date. In the event the agreement is not renewed, all compensation, benefits and requirements of the agreement shall remain in effect until the expiration of the term of the Agreement unless Employee voluntarily resigns.

In the event that the Employee is terminated, as defined in Section 9 of this agreement, the Employee shall be entitled to all compensation including salary, accrued vacation and sick leave, car allowance paid in lump sum or in a continuation of salary on the existing [biweekly/monthly] basis, at the Employee's option, plus continuation of all benefits for the remainder of the term of this agreement.

Section 2: Duties and Authority

Recommended Language

A. Employer agrees to employ [name] as [title] to perform the functions and duties specified in [legal reference] of the [local government] charter and/or by ordinance (#) dated [legal reference] of the [local government] code and to perform other legally permissible and proper duties and functions without interference.

B. Employee is the chief executive officer of the Employer and shall faithfully perform the duties as prescribed in the job description as set forth in the Employer's charter and/or ordinances and as may be lawfully assigned by the Employer and shall comply with all lawful governing body directives, state and federal law, Employer policies, rules and ordinances as they exist or may hereafter be amended.

C. Specifically, it shall be the duty of the Employee to employ on behalf of the Employer all other employees of the organization consistent with the policies of the governing body and the ordinances and charter of the Employer.

D. It shall also be the duty of the Employee to direct, assign, reassign and evaluate all of the employees of the Employer consistent with policies, ordinances, charter, state and federal law.

E. It shall also be the duty of the Employee to organize, reorganize and arrange the staff of the Employer and to develop and establish internal regulations, rules and procedures which the Employee deems necessary for the efficient and effective operation of the Employer consistent with the lawful directives, policies, ordinances, state and federal law.

F. It shall also be the duty of the Employee to accept all resignations of employees of the Employer consistent with the policies, ordinances, state and federal law, except the Employee's resignation which must be accepted by the governing body.

G. The Employee shall perform the duties of (city, county or town) manager of the Employer with reasonable care, diligence, skill and expertise.

H. All duties assigned to the Employee by the governing body shall be appropriate to and consistent with the professional role and responsibility of the Employee.

I. The Employee cannot be reassigned from the position of (city, county or town) manager to another position without the Employee's express written consent.

J. The Employee or designee shall attend, and shall be permitted to attend, all meetings of the governing

body, both public and closed, with the exception of those closed meetings devoted to the subject of this Agreement, or any amendment thereto or the Employee's evaluation or otherwise consistent with state law.

K. The governing body, individually and collectively, shall refer in a timely manner all substantive criticisms, complaints and suggestions called to their attention to the Employee for study and/or appropriate action.

Section 3: Compensation

Recommended Language

A. Base Salary: Employer agrees to pay Employee an annual base salary of [\$ amount], payable in installments at the same time that the other management employees of the Employer are paid.

B. This agreement shall be automatically amended to reflect any salary adjustments that are provided or required by the Employer's compensation policies to include all salary adjustments on the same basis as applied to the executive classification of employees.

C. In addition, consideration shall be given on an annual basis to an increase in compensation.

Options for Section 3. C Compensation

Option 1

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement. Increased compensation can be in the form of a salary increase and/or performance incentive and/or an increase in benefits.

Option 2

The Employer agrees to increase the compensation of the Employee dependent upon the results of the performance evaluation conducted under the provisions of Section 12 of this Agreement in addition to providing a fixed annual increase in the Employee's salary

based on an agreed upon economic indicator, such as the Consumer Price Index.

Option 3

The Employer agrees to increase the compensation by [%] each year.

Option 4

The Employer agrees to increase the compensation each year by at least the average across the board increase granted to other employees of the Employer.

D. At any time during the term of the Agreement, Employer may, in its discretion, review and adjust the salary of the Employee, but in no event shall the Employee be paid less than the salary set forth in Section 3.A. of the Agreement except by mutual written agreement between Employee and Employer. Such adjustments, if any, shall be made pursuant to a lawful governing body action. In such event, Employer and Employee agree to provide their best efforts and reasonable cooperation to execute a new agreement incorporating the adjusted salary.

E. Except as otherwise provided in this Agreement, the Employee shall be entitled, at a minimum, to the highest level of benefits enjoyed by and/or available to other employees, department heads or general employees of the Employer as provided by the Employer's policies, Charter, ordinances, or personnel rules and regulations or other practices.

Section 4: Health, Disability and Life Insurance Benefits

Recommended Language

A. The Employer agrees to provide and to pay the premiums for health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents, at a minimum, equal to that which is provided to all other employees of the [local government]. In the event no such plan exists, Employer agrees to provide coverage for the Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. The Employee shall name the beneficiary of the life insurance policy.

Option 1

A. The Employer agrees to provide for full health, hospitalization, surgical, vision, dental and comprehensive medical insurance for the Employee and his/her dependents on an equivalent basis to that which is provided to all other employees of the [local government]. and Employer shall pay all premiums for the Employee and the Employee's dependents. In the event no such plan exists, Employer agrees to provide full coverage for the

Employee and dependents in a manner mutually agreed upon by Employer and Employee.

B. The Employer agrees to put into force and to make required premium payments for short term and long term disability coverage for the Employee.

C. The Employee may elect to submit once per calendar year to a complete physical examination, including a cardio-vascular examination, by a qualified physician selected by the Employee, the cost of which shall be paid by the Employer.

D. The Employer shall pay the amount of premium due for term life insurance in the face amount of three (3) times the Employee's annual base salary, including all increases in the base salary during the life of this agreement. If such coverage is not available through the Employer's insurance carrier or the Employee elects to obtain coverage through a different insurance carrier, the Employer shall reimburse the Employee for the cost of the premiums in an amount equal to the same value as that provided by the Employer's insurance carrier. The Employee shall own the life insurance policy and the life insurance policy shall be in the name of the Employee and the Employee shall have the right to name the beneficiary of the life insurance policy.

Option 2

E. The Employer shall provide business travel insurance for the Employee while the Employee is traveling on the Employer's business, and the Employee shall name the beneficiary thereof. Should the Employee die while on travel for the Employer, the Employer shall cover the full cost of retrieving and transporting the Employee's remains back to the custody of the Employee's family.

Section 5: Vacation, Sick, and Military Leave

Recommended Language

A. Upon commencing employment, the Employee shall be credited with [#] accrued sick leave hours and [#] accrued vacation leave hours. In addition, beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis, at a minimum, at the highest rate provided or

available to any other employees, under the same rules and provisions applicable to other employees.

Option 1

Beginning the first day of employment, Employee shall accrue sick leave and vacation leave on an annual basis equivalent to the number of years served in the profession.

B. Upon commencing employment, the Employee shall have access to a bank of 180 sick days to be used in the case of serious medical conditions. This leave can only be used to provide coverage during the waiting period between the onset of illness or disability and the point at which short or long term disability coverage takes effect and may be renewed after each occurrence.

C. The Employee is entitled to accrue all unused leave, without limit, and in the event the Employee's employment is terminated, either voluntarily or

involuntarily, the Employee shall be compensated for all accrued vacation time, all paid holidays, executive leave, and other benefits to date.

D. The Employee shall be entitled to military reserve leave time pursuant to state law and [local government] policy.

Option 2

E. The Employee shall annually be credited with five (5) days of executive leave.

Section 6: Automobile

Recommended Language

The Employee's duties require exclusive and unrestricted use of an automobile to be mutually agreed upon and provided to the Employee at the Employer's cost, subject to approval by Employer which shall not be withheld without good cause. It shall be mutually agreed upon whether the vehicle is purchased by the Employer, provided under lease to the Employer or to the Employee, or provided through a monthly allowance.

Option 1—Monthly Vehicle Allowance

The Employer agrees to pay to the Employee, during the term of this Agreement and in addition to other salary and benefits herein provided, the sum of [dollar amount] per year, payable monthly, as a vehicle allowance to be used to purchase, lease, or own, operate and maintain a vehicle. The monthly allowance shall be increased annually by [% or \$] amount. The

Employee shall be responsible for paying for liability, property damage, and comprehensive insurance coverage upon such vehicle and shall further be responsible for all expenses attendant to the purchase, operation, maintenance, repair, and regular replacement of said vehicle. The Employer shall reimburse the Employee at the IRS standard mileage rate for any business use of the vehicle beyond the greater [local government] area. For purposes of this Section, use of the car within the greater [local government] area is defined as travel to locations within a _____ mile (recommended one hundred (100) mile) radius of the local government limits.)

Option 2—Employer Provided Vehicle

The Employer shall be responsible for paying for liability, property damage, and comprehensive insurance, and for the purchase (or lease), operation, maintenance, repair, and regular replacement of a full-size automobile.

Section 7: Retirement

Recommended Language

The Employer agrees to enroll the Employee into the applicable state or local retirement system and to make all the appropriate contributions on the Employee's behalf.

In addition to the Employer's payment to the state or local retirement system (as applicable) referenced above, Employer agrees to execute and keep in force all neces-

sary agreements provided by ICMA Retirement Corporation [ICMA-RC] or any other Section 457 deferred compensation plan for Employee's [continued] participation in said supplementary retirement plan. In addition to the base salary paid by the Employer to Employee, Employer agrees to pay an amount equal to [percentage of Employee's base salary, fixed dollar amount of [\$] , or maximum dollar amount permissible under Federal and state law into the designated plan on the Employee's

behalf, in equal proportionate amount each pay period. The Employer and Employee shall fully disclose to each other the financial impact of any amendment to the terms of Employee's retirement benefit.

In lieu of making a contribution to a Section 457 deferred compensation plan, the dollar value of this contribution may be used, at the Employee's option, to purchase previous service from another qualified plan.

Option 1

Recognizing that effective service with the community is based in part on the stability provided through a long-term relationship, the Employer shall provide a retirement annuity, as directed by the Employee, at a rate of [dollar amount], payable at the completion of each quarter of the fiscal year. This annuity serves as a retirement contribution and does not require further action of the Employer.

Option 2

The Employer shall adopt a qualified 401(a) defined contribution plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of com-

penensation annually. The 401(a) plan shall be established as an employer paid plan with non-discretionary contributions by the Employer and the Employee shall have no right to receive such contributions in cash. The 401(a) plan shall be established under a written plan document that meets the requirements of the IRS Code and such document is hereby incorporated herein by reference. The funds for the 401(a) plan shall be invested in such investment vehicles as are allowable under the IRS Code and the Employee shall make the sole determination as to how the funds are invested.

Option 2 A: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Option 3

The Employer shall adopt a qualified 401(a) profit-sharing plan offered through ICMA Retirement Corporation for the Employee in the form of a money purchase plan to which the Employer shall contribute [%] of all performance bonuses annually.

Option 3 A: The Employee shall be required to contribute [%] of base salary or [dollar amount] annually on a pre-tax basis as a condition of participation.

Section 8: General Business Expenses

Recommended Language

A. Employer agrees to budget and pay for professional dues, including but not limited to the International City/County Management Association, and subscriptions of the Employee necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Employee's continued professional participation, growth, and advancement, and for the good of the Employer.

B. Employer agrees to budget and pay for travel and subsistence expenses of Employee for professional and official travel, meetings, and occasions to adequately continue the professional development of Employee and to pursue necessary official functions for Employer, including but not limited to the ICMA Annual Conference, the state league of municipalities, and such other national, regional, state, and local governmental groups and committees in which Employee serves as a member.

C. Employer also agrees to budget and pay for travel and subsistence expenses of Employee for short courses, institutes, and seminars that are necessary for the Employee's professional development and for the good of the Employer.

D. Employer recognizes that certain expenses of a non-personal but job related nature are incurred by Employee, and agrees to reimburse or to pay said general expenses. Such expenses may include meals where Employer business is being discussed or conducted and participation in social events of various organizations when representing the Employer. Such expenditures are subject to annual budget constraints as well as state and Employer ethics and purchasing policies. The finance director is authorized to disburse such moneys upon receipt of duly executed expense or petty cash vouchers, receipts, statements or personal affidavits.

E. The Employer acknowledges the value of having Employee participate and be directly involved in local civic clubs or organizations. Accordingly, Employer

shall pay for the reasonable membership fees and/ or dues to enable the Employee to become an active member in local civic clubs or organizations.

F. Recognizing the importance of constant communication and maximum productivity, Employer shall provide Employee, for business and personal use, a laptop computer, software, internet connection at Employee's permanent residence, mobile phone/personal digital assistant and/or tablet computer for business and

personal use, and pager for business and personal use required for the Employee to perform their duties and to maintain communication with Employer's staff and officials as well as other individuals who are doing business with Employer. Upon termination of Employee's employment, the equipment described herein shall become the property of the Employee and at the discretion of the Employee any mobile phone number shall be transferred to the Employee.

Section 9: Termination

Recommended Language

A. For the purpose of this agreement, termination shall occur when:

1. The majority of the governing body votes to terminate the Employee in accordance with (cite applicable local law) at a properly posted and duly authorized public meeting.
2. If the Employer, citizens or legislature acts to amend any provisions of the [charter, code, enabling legislation] pertaining to the role, powers, duties, authority, responsibilities of the Employee's position that substantially changes the form of government, the Employee shall have the right to declare that such amendments constitute termination.
3. If the Employer reduces the base salary, compensation or any other financial benefit of the Employee, unless it is applied in no greater percentage than the average reduction of all department heads, such action shall constitute a breach of this agreement and will be regarded as a termination.

4. If the Employee resigns following an offer to accept resignation, whether formal or informal, by the Employer as representative of the majority of the governing body that the Employee resign, then the Employee may declare a termination as of the date of the suggestion.

5. Breach of contract declared by either party with a 30 day cure period for either Employee or Employer. Written notice of a breach of contract shall be provided in accordance with the provisions of Section 20.

Option 1

A. In the event the Employee is terminated by the Employer during the six (6) months immediately following the seating and swearing-in of one or more new governing body members, and during such time that Employee is willing and able to perform his duties under this Agreement, then, Employer agrees to pay Severance in accordance with Section 10 plus salary and benefits in accordance with Section 10 for any portion of the six months not worked.

Section 10: Severance

Severance shall be paid to the Employee when employment is terminated as defined in Section 9.

A. If the Employee is terminated, the Employer shall provide a minimum severance payment equal to twelve (12) months salary at the then current rate of pay. This severance shall be paid in a lump sum or in a continuation of salary on the existing [biweekly/ monthly] basis, at the Employee's option,

B. The Employee shall also be compensated for all sick leave, vacation leave, and all paid holidays.

The Employer agrees to make a contribution to the Employee's deferred compensation account on the value of this compensation calculated using the then current annual salary of Employee at the date of termination divided by two thousand and eighty (2080) hours. If the amount of the contribution under this Section exceeds the limit under the Code for a contribution to the Deferred Compensation plan, the remainder shall be paid to the Employee in a lump sum as taxable compensation.

C. For a minimum period of one year following termination, the Employer shall pay the cost to continue the following benefits:

1. Health insurance for the employee and all dependents as provided in Section 4A, after which time, Employee will be provided access to health insurance pursuant to the Consolidated Omnibus Budget Reconciliation Act (“COBRA”).
2. Life insurance as provided in Section 4D
3. Short-term and long-term disability as provided in Section 4B
4. Car allowance or payment of lease, or provide option to buy Employer’s vehicle at depreciated value
5. Out placement services should the employee desire

them in an amount not to exceed [\$10,000 to \$15,000 recommended], and

6. Any other available benefits.

D. If the Employee is terminated because of a felony conviction, then the Employer is not obligated to pay severance under this section.

E. The termination and severance of Employee shall be in accordance with the “Separation Agreement” agreed to by Employer and Employee. A template for such agreement is provided by ICMA, and is incorporated herein by reference.

**Provisions for severance and severance related benefits may be governed by state and/or local law. Before entering into negotiations, both parties should be knowledgeable about relevant legal provisions.*

Section 11: Resignation

In the event that the Employee voluntarily resigns his/her position with the Employer, the Employee shall

provide a minimum of 30 days notice unless Employer and Employee agree otherwise.

Section 12: Performance Evaluation

A. Employer shall annually review the performance of the Employee in [month] subject to a process, form, criteria, and format for the evaluation which shall be mutually agreed upon by the Employer and Employee.

The annual evaluation process, at a minimum, shall include the opportunity for both parties to: (1) conduct a formulary session where the governing body and the Employee meet first to discuss goals and objectives of both the past twelve (12) month performance period as well as the upcoming twelve (12) month performance period, (2) following that formulary discussion, prepare a written evaluation of goals and objectives for the past and upcoming year, (3) next meet and discuss the written evaluation of these goals and objectives, and (4) present a written summary of the evaluation results to the Employee. The final written evaluation should be completed and delivered to the Employee within 30 days of the initial formulary evaluation meeting.

B. Unless the Employee expressly requests otherwise in writing, the evaluation of the Employee shall at all times be conducted in executive session of the governing body and shall be considered confidential to the extent permitted by law. Nothing herein shall prohibit the Employer or Employee from sharing the content of the Employee’s evaluation with their respective legal counsel.

C. In the event the Employer deems the evaluation instrument, format and/or procedure is to be modified by the Employer and such modifications would require new or different performance expectations, then the Employee shall be provided a reasonable period of time to demonstrate such expected performance before being evaluated.

D. In the event the Employee is an ICMA Credentialed Manager, the multi-rater evaluation tool will be utilized at a minimum of every five years.

Section 13: Hours of Work

It is recognized that the Employee must devote a great deal of time outside the normal office hours on business for the Employer, and to that end Employee shall be allowed to establish an appropriate work schedule.

The schedule shall be appropriate to the needs of the Employer and shall allow Employee to faithfully perform his or her assigned duties and responsibilities.

Section 14: Ethical Commitments

Employee will at all times uphold the tenets of the ICMA Code of Ethics, a copy of which is attached hereto and incorporated herein. Specifically, Employee shall not endorse candidates, make financial contributions, sign or circulate petitions, or participate in fund-raising activities for individuals seeking or holding elected office, nor seek or accept any personal enrichment or profit derived from confidential information or misuse of public time.

Employer shall support Employee in keeping these

commitments by refraining from any order, direction or request that would require Employee to violate the ICMA Code of Ethics. Specifically, neither the governing body nor any individual member thereof shall request Employee to endorse any candidate, make any financial contribution, sign or circulate any petition, or participate in any fund-raising activity for individuals seeking or holding elected office, nor to handle any matter of personnel on a basis other than fairness, impartiality and merit.

Section 15: Outside Activities

The employment provided for by this Agreement shall be the Employee's primary employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the Employer and the community, the Employee may elect to accept limited

teaching, consulting or other business opportunities with the understanding that such arrangements must neither constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 16: Moving and Relocation Expenses

Recommended Language

Employee agrees to establish residence within the corporate boundaries of the local government, if required, within [number] months of employment, and thereafter to maintain residence within the corporate boundaries of the local government.

A. Employer shall pay directly for the expenses of moving Employee and his/her family and personal property from [location name] to [location name]. Said moving expenses include packing, moving, storage costs, unpacking, and insurance charges. The Employee shall provide evidence of actual moving expenses by securing quotations from three (3) companies. The Employee shall submit these quotes to the Employer who, in consultation with the Employee, shall select the moving company.

B. Employer shall reimburse Employee for actual lodging and meal expenses for his/her family in route from [location name] to [location name]. Mileage costs for moving two personal automobiles shall be reimbursed at the current IRS allowable rate of [cents amount] per mile.

C. Employer shall pay Employee an interim housing supplement of [dollar amount] per month for a period commencing [date], and shall continue for a maximum of [#] months, or until a home is purchased and closed on, within the corporate limits of the [local government name], whichever event occurs first.

D. Employer shall reimburse Employee for a total of [number] round trip air fares for Employee and his/her family [amount of total tickets] at any time during the first year of service to assist with house hunting and other facets of the transition and relocation process. The

Employee and his/her family may utilize and distribute the total [enter number] individual round trip tickets in any combination of individual members making the trips. The Employee shall be reimbursed for actual lodging and meal expenses incurred by Employee or his/her family members on any trips conducted prior to relocation, as detailed herein.

E. The Employee shall be reimbursed, or Employer may pay directly, for the expenses of packing and moving from temporary housing to permanent hous-

ing during the first year of this agreement. The cost of this move shall not exceed (dollar amount).

F. The Employer shall pay the Employee's tax liability on all Employer provided benefits for relocation and housing.

Option 1

The Employer shall pay a lump sum payment of [\$] to the Employee to cover relocation costs.

Section 17: Home Sale and Purchase Expenses

Recommended Language

A. Employee shall be reimbursed for the direct costs associated with the sale of Employee's existing personal residence, said reimbursement being limited to real estate agents' fees, and other closing costs that are directly associated with the sale of the house. Said reimbursement should not exceed the sum of [\$].

B. Employee shall be reimbursed for the costs incidental to buying or building a primary residence within the [local government], including real estate fees, title insurance, and other costs directly associated with the purchase or construction of the house, said reimbursement not to exceed the sum of [\$].

Option 1

Employer shall reimburse Employee for up to three discount points within thirty (30) days following purchase of a home within the corporate limits of [local government name], in an effort to minimize mortgage rate differentials.

Option 2

Employer shall provide Employee with a _____ [fixed-interest, variable-interest, interest-only] loan to purchase a house. The amount of the loan shall not exceed \$_____. The loan shall be repaid in full to the Employer upon the occurrence of either of the following events: (i) the home, or the Employee's interest in the home, is sold, transferred, or conveyed, or (ii) the Employee's employment with the Employer, for any reason, is terminated. The Employer and Employee shall execute any and all documents necessary to document this transaction.

Option 3

Employer agrees to provide the Employee a loan for the purchase of a home in an amount not to exceed [dollar amount]. Employee shall pay Employer a monthly mortgage payment of [dollar amount] for interest, which is equal to the amount currently being paid in principle and interest for the current residence. Employee shall accrue equity at a rate of [%] per month.

Upon termination of employment with the Employer, Employee shall have a maximum of six months to sell the home while continuing to reside in it under the terms and conditions here. Should the home sell during the time period, Employer shall receive 100% of the proceeds minus the percentage of equity accrued by Employee as described above, and minus the amount of equity originally invested by Employee. Said accrued equity and original equity shall both be payable to Employee upon closing. Said original equity invested shall be calculated as an amount equal to the percentage of original purchase price, represented by the original equity investment by Employee, and adjusted to be the same percentage of equity in the current sale price of the home. All closing costs borne by the seller shall be split between Employer and Employee in a proportion equal to the equity share described above. Should the house fail to sell within the allotted six month time period, Employer has the option of allowing the previous arrangement to continue in place or to purchase equity, calculated as provided above, plus the original cost of all improvements made to the property.

Option 4

A. Employer shall provide a residence for Employee at no cost to Employee other than the monthly cost of all utilities and services. Should Employee choose to not accept the housing no additional housing incentive shall be provided to Employee.

B. Upon separation, voluntary or involuntary, Employee shall vacate the residence with six (6) months of date of separation.

Option 5

Employee shall place their current residence on the market and make every reasonable attempt to sell residence. If after six (6) months, Employee has not sold or agreed to sell their residence the Employer shall purchase the residence from Employee at ninety percent (90%) of current list price or appraised value whichever is less. Employer shall then place the residence on the market with all proceeds of any sale to Employer.

Section 18: Indemnification

Beyond that required under Federal, State or Local Law, Employer shall defend, save harmless and indemnify Employee against any obligation to pay money or perform or no perform action, including without limitation, any and all losses, damages, judgments, interests, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities arising from, related to, or connected with any tort, professional liability claim or demand or any other threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, arbitative or investigation, whether groundless or otherwise, arising out of an alleged act or omission occurring in the performance of Employee's duties as [job title] or resulting from the exercise of judgment or discretion in connection with the performance of program duties or responsibilities, unless the act or omission involved willful or wanton conduct. The Employee may request and the Employer shall not unreasonably refuse to provide independent legal representation at Employer's expense and Employer may not unreasonably withhold approval. Legal representation, provided by Employer for Employee, shall extend until a final determination of the legal action including any appeals brought by either party. The Employer shall indemnify Employee against any and all losses,

damages, judgments, interest, settlements, penalties, fines, court costs and other reasonable costs and expenses of legal proceedings including attorneys fees, and any other liabilities incurred by, imposed upon, or suffered by such Employee in connection with or resulting from any claim, action, suit, or proceeding, actual or threatened, arising out of or in connection with the performance of his or her duties. Any settlement of any claim must be made with prior approval of the Employer in order for indemnification, as provided in this Section, to be available.

Employee recognizes that Employer shall have the right to compromise and unless the Employee is a party to the suit which Employee shall have a veto authority over the settlement, settle any claim or suit; unless, said compromise or settlement is of a personal nature to Employee. Further, Employer agrees to pay all reasonable litigation expenses of Employee throughout the pendency of any litigation to which the Employee is a party, witness or advisor to the Employer. Such expense payments shall continue beyond Employee's service to the Employer as long as litigation is pending. Further, Employer agrees to pay Employee reasonable consulting fees and travel expenses when Employee serves as a witness, advisor or consultant to Employer regarding pending litigation.

Section 19: Bonding

Employer shall bear the full cost of any fidelity or other bonds required of the Employee under any law or ordinance.

Section 22: General Provisions

A. **Integration.** This Agreement sets forth and establishes the entire understanding between the Employer and the Employee relating to the employment of the Employee by the Employer. Any prior discussions or representations by or between the Employer and Employee are merged into and rendered null and void by this Agreement. The Employer and Employee by mutual written agreement may amend any provision of this agreement during the life of the agreement. Such amendments shall be incorporated and made a part of this agreement.

B. **Binding Effect.** This Agreement shall be binding on the Employer and the Employee as well as their heirs, assigns, executors, personal representatives and successors in interest.

C. **Effective Date.** This Agreement shall become effective on _____, _____.

D. **Severability.** The invalidity or partial invalidity of any portion of this Agreement will not affect the validity of any other provision. In the event that any provision of this Agreement is held to be invalid, the remaining provisions shall be deemed to be in full force and effect as if they have been executed by both

Employer and Employee subsequent to the expungement or judicial modification of the invalid provision.

E. **Precedence.** In the event of any conflict between the terms, conditions and provisions of this Agreement and the provisions of Council's policies, or Employer's ordinance or Employer's rules and regulations, or any permissive state or federal law, then, unless otherwise prohibited by law, the terms of this Agreement shall take precedence over contrary provisions of Council's policies, or Employer's ordinances, or Employer's rules and regulations or any such permissive law during the term of this Agreement.

Name of Employer

By: _____
Governing Body Representative

Executed this the (number) day of (month), (year).

Employee

Signature: _____

Executed this the (number) day of (month), (year).

Appendix 1

SEPARATION OF EMPLOYMENT AND GENERAL RELEASE

This Separation of Employment and General Release Agreement (“Agreement”) is made by and between the [local government] (“Employer”) and _____ (“Employee”).

WHEREAS, Employer has employed Employee as its _____; however, the parties wish to enter into a voluntary agreement to terminate their employment relationship and to resolve any actual or potential claims that either party may have against the other by reason of Employee’s employment or termination thereof.

WHEREAS, The parties desire to set forth the terms and conditions governing Employee’s separation of employment and to provide for the settlement and release of any and all disputes or controversies that have arisen, or which may hereafter arise, between Employer and Employee, including without limitation, any and all claims arising out of or in any way related to Employee’s employment with or separation from the Employer.

NOW THEREFORE, in consideration of the mutual covenants herein contained and the mutual benefits to be derived therefrom, the sufficiency of which consideration is hereby acknowledged by the undersigned, Employer and Employee agree and state:

1. TERMINATION OF EMPLOYMENT. Upon their mutual agreement, Employee’s employment _____ shall terminate on _____, 20___, which shall be Employee’s final date of employment.

2. NO ADMISSION OF LIABILITY. This Agreement is not an admission by Employee or Employer of any wrongful conduct whatsoever. Both parties deny and disclaim any liability to or wrongful conduct against the other or any third party.

3. PAYMENT AND BENEFITS. Employee shall receive his/her regular paycheck for the pay period ending _____, 20__ on or before _____, 20__. Employee shall receive on or before _____, 20__ an additional payment to compensate for his accumulated leaves (vacation and floating holidays) and comp time, subject to customary payroll deductions.

As consideration for this Agreement and the release contained within, and in full and complete satisfaction

of all obligations due and owing Employee, Employer shall:

a. Pay Employee an amount equal to _____ (__) months of his current salary, subject to customary payroll deductions—to include Employee’s portion of health, dental and vision insurance premiums for _____ (__) months.

b. Continue, and pay for, Employer’s current health, dental and vision insurance coverages for _____ (__) months, ending on _____, 20__.

[C. INCLUDE ANY OTHER CONSIDERATION, SUCH AS AGREEING NOT TO CONTEST UNEMPLOYMENT, ALLOWING THE EMPLOYEE TO PURCHASE HIS WORK LAPTOP, ETC.]

3. SURRENDER AND VACATION OF EMPLOYER’S PROPERTY. Upon execution of this Agreement, Employee shall deliver all Employer’s property in his/her possession and further, shall vacate Employer’s property.

4. RELEASE AND WAIVER OF CLAIMS. In consideration of the benefits to be provided to Employee pursuant to this Agreement, Employee—including his heirs and assigns—hereby irrevocably and unconditionally releases, acquits and discharges Employer and each of its past, present and future elected officials, department heads, officers, employees, agents, representatives and attorneys from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys’ fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement. Employee specifically acknowledges and agrees that he is releasing and giving up any right that he may now have under federal or state law or political subdivision thereof and any claims that he may now have or could have asserted against Employer.

Employee specifically agrees to release all claims that against Employer under many different laws, including but not limited to: *the Age Discrimination in Employment Act, the Older Workers Benefit Protection Act, and Executive Order 11141, which prohibit age discrimination in employment*; Title VII of the Civil Rights Act of 1964, Section 1981 of the Civil Rights Act

of 1866, and Executive Order 11246, which prohibit discrimination based on race, color, national origin, religion, or sex; the Americans with Disabilities Act and Sections 503 and 504 of the Rehabilitation Act of 1973, which prohibit discrimination based on disability; any other federal, state, or local laws prohibiting employment or wage discrimination; the Fair Labor Standards Act of 1938 and state laws that regulate wage and hour matters; the Family and Medical Leave Act of 1993; the Employee Retirement Income Security Act of 1974; any federal, state, or local laws providing workers' compensation benefits, prohibiting retaliatory or wrongful discharge, otherwise restricting an employer's right to terminate employees, or otherwise regulating employment; claims for breach of contract, promissory estoppel, defamation, slander, or libel; claims for termination pay, severance, or other benefits; and any other federal, state, or local tort or contract claim. Employee expressly waives all rights that he might have under any law that is intended to protect him from waiving unknown claims.

Employer hereby irrevocably and unconditionally releases, acquits and discharges Employee from any and all from any and all charges, complaints, claims, liabilities, obligations, promises, agreements, controversies, damages, actions, causes of action, suits, rights, demands, costs, losses, debts and expenses (including attorneys' fees and costs actually incurred), of any nature whatsoever, whether known or unknown, arising out of any act, omission, or event from the beginning of time up to the execution of this Agreement.

5. REFERENCES AND NON-DISPARAGEMENT. If it is necessary for Employer to provide a reference to a prospective employer, Employee agrees that he will direct the prospective employer to contact _____. Additionally, Employee and the elected officials agree that they shall not disparage or make negative comments about each other; provided that this Section shall not apply to comments made to any other governmental entity or as required by law.

6. REPRESENTATIONS AND WARRANTIES. The undersigned parties hereby represent and warrant the following to the other:

a. Employee represents and warrants that: he/she is legally and mentally competent to sign this Agreement; he/she is the sole owner of any claims against the Employer; he/she has the requisite capacity and authority to make this Agreement, and no portion of any existing or potential claims has

been sold, assigned or pledged to any third party; and he/she presently possesses the exclusive right to receive all of the consideration paid in exchange for this Agreement.

b. Employee represents and warrants that he/she has not and will not file any complaints, charges or lawsuits against Employer or any of its past, present and future elected officials, department heads, officers, employees, agents, representatives or attorneys with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever related to or arising out of his employment with or separation of his/her employment, except Employee expressly reserves the right to file a claim for unemployment benefits. Employee further agrees to indemnify and hold Employer harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employer, arising out of any claim concerning the separation of employment that may hereafter be made by the Employee or any other party.

c. Employer represents and warrants that it has not and will not file any complaints, charges or lawsuits against Employee with any governmental agency or any court, including without limitation, any claim or matter of any nature whatsoever relating to or arising out of Employee's employment with Employer or the separation of his employment from Employer. Employer further agrees to indemnify and hold the Employee harmless from any and all loss, costs, damages or expenses, including reasonable attorney fees incurred by Employee, arising out of any claim arising from the separation of his employment that may hereafter be made by Employer or any other party.

d. Each party is fully aware of the contents of this Agreement and of its legal effect and understands that it should obtain legal advice regarding this Agreement as they deem appropriate. The parties hereto and each of them, have carefully read this Agreement and know the contents thereof, and they signed the same freely and voluntarily.

e. This Agreement sets forth the entire agreement between the parties and supersedes any and all prior agreements or understandings between the parties pertaining to the subject matter herein. No waiver of a breach of any provision of this Agreement shall be construed to be a waiver of any breach of any other provision of this Agreement or

of any succeeding breach of the same provision. No delay in acting with regard to any breach of any provision of this Agreement shall be construed to be a waiver of such breach. If any provision in this Agreement is found to be unenforceable, all other provisions will remain fully enforceable.

f. No promise or inducement has been made or offered, except as herein expressly set forth, and this Agreement is executed without reliance upon any statement or representation by any of the released parties or their representatives.

g. The language of all parts of this Agreement shall, in all cases, be construed as a whole, according to its fair meaning, and not strictly for or against either party.

h. This Agreement and any amendments hereto may be executed in multiple counterparts by the parties. Each counterpart shall be deemed an original, but all counterparts together shall constitute one and the same instrument

7. **JURISDICTION.** This Agreement shall be governed by the laws of the State of _____, and the _____ County District Court shall have exclusive jurisdiction of any disputes arising under this Agreement.

8. **BINDING EFFECT.** This Agreement shall be binding upon and shall accrue to the benefit of the parties hereto, their respective personal representatives, successors in interest and assigns.

9. **REVIEW & REVOCATION.** The parties acknowledge that Employee may revoke his/her acceptance and execution of this Agreement at any time within seven (7) days of the date of his/her execution of it. Any revocation shall be in writing and shall be effective upon timely receipt by the Employer's Attorney.

If the revocation is submitted by mail, the revocation must be postmarked before the expiration of the seven (7)-day revocation period, and must be sent by overnight mail or other method so that it is received at the above address no later than the next business day immediately following the expiration of the seven (7)-day period. Further, Employee represents that, before accepting and executing this Agreement, he/she was given a review period of twenty-one (21) days in which to consider it. Employee further represents that he/she: (a) took advantage of as much of this period as required to consider this Agreement before signing it; (b)

carefully read the Agreement and the Release included herein; (c) fully understands it; and (d) is entering into it voluntarily. Employee represents that Employer encouraged him/her to discuss this Agreement with an attorney of choice before signing it. This Agreement shall not become effective or enforceable until the seven-day revocation period has expired without Employee having revoked acceptance of it.

IN WITNESS WHEREOF, the parties have executed this Agreement as of the respective dates set forth below and each hereby acknowledge receipt of an executed copy of this Agreement.

On behalf of the Employer of

_____, _____:

Employer

Date

Attested by:

Employer's Representative

Date

On behalf of Employee:

Date

INTERNATIONAL CITY/COUNTY MANAGEMENT ASSOCIATION

ICMA

777 North Capitol Street, NE
Suite 500
Washington, DC 20002-4201
202.289.ICMA (4262)
icma.org

 @ICMA
 facebook.com/ICMAorg
 linkedin.com/company/icma
 icma.org/kn

