



155 E. Pomelo Street
Lake Alfred, FL. 33850-2135

CITY OF LAKE ALFRED

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**AGENDA
CITY COMMISSION MEETING
MONDAY, OCTOBER 6, 2014
7:30 P.M.
CITY HALL**

CALL TO ORDER: MAYOR NANCY Z. DALEY

INVOCATION: JOHN DAME

PLEDGE OF ALLEGIANCE: MAYOR NANCY Z. DALEY

ROLL CALL: CITY CLERK LINDA BOURGEOIS

CITY MANAGER & CITY ATTORNEY ANNOUNCEMENTS

RECOGNITION OF CITIZENS: ITEMS NOT ON AGENDA

**DISTINGUISHED BUDGET AWARD PRESENTATION – AMBER DEATON, FINANCE
EMPLOYEE OF THE THIRD QUARTER – JASON PITTS, PUBLIC WORKS ROADS AND STREETS**

FLORIDA CITY GOVERNMENT WEEK PROCLAMATION

CONSENT AGENDA: APPROVE CITY COMMISSION MEETING MINUTES – 09/22/14

AGENDA

- 1.) ORDINANCE 1338-14: ELECTION CHAPTER 26**
- 2.) CHARTER AMENDMENT DISCUSSION – ELECTION**
- 3.) ORDINANCE 1339-14: PERSONNEL HANDBOOK**
- 3.) RESOLUTION 13-14: HIGHWAY MAINTENANCE AGREEMENT**
- 4.) PURCHASE 2015 FORD F250 CREW CAB FOR PUBLIC WORKS**

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

COMMISSIONER QUESTIONS AND COMMENTS:

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

ADJOURN



Proclamation

WHEREAS, city government is the government closest to most citizens, and the one with the most direct daily impact upon its residents; and

WHEREAS, city government is administered for and by its citizens, and is dependent upon public commitment to and understanding of its many responsibilities; and

WHEREAS, city government officials and employees share the responsibility to pass along their understanding of public services and their benefits; and

WHEREAS, Florida City Government Week is a very important time to recognize the significant role played by city government in our lives; and

WHEREAS, Florida City Government Week offers a great opportunity to spread the word to all Floridians that they can shape and influence this branch of government, which is closest to the people; and

Now, Therefore, I, Nancy Z. Daley, as Mayor of the City of Lake Alfred, Florida, do hereby proclaim the following:

***October 19th through October 25th, 2014 as
Florida City Government Week***

Section 1. That the City of Lake Alfred encourages all city officials, city employees, school officials and citizens to participate in events that recognize Florida City Government Week and to celebrate it throughout Florida.

Section 2. That the City of Lake Alfred supports and encourages all city governments to promote, sponsor and participate in "My City: I'm Part of It, I'm Proud of It!"

Section 3. That the City of Lake Alfred does encourage educational partnerships between city government and schools.

Dated this 6th day of October, 2014.

Nancy Z. Daley, Mayor
City of Alfred, Florida

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 6, 2014**

CONSENT AGENDA

1.) CITY COMMISSION MEETING MINUTES – 09/22/14

ATTACHMENTS:

- September 22, 2014 – City Commission Meeting

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

**Minutes
City Commission Meeting
Monday, September 22, 2014
City Hall
7:30 p.m.**

Call to order – Nancy Z. Daley, Mayor

Invocation: Rev. Mike Jones First Baptist Church of Lake Alfred

Pledge of Allegiance: Nancy Z. Daley, Mayor

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

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

CITY MANAGER ANNOUNCEMENTS

This Thursday, September 25, 2014, the students from Discovery Academy will be visiting City Hall. This event will start at 8:00a.m.

Additionally, the Chamber of Commerce is having a breakfast meeting at the Methodist Church Thursday September 25, 2014 at 8:00 a.m. This meeting is a follow-up from the community roundtable. Please let the City Clerk know if you will be in attendance.

The next free community gardening workshop at the Mackay Gardens and Lakeside Preserve will be held on Thursday, October 2, 2014 at 10:00 a.m. The topic of *Florida Friendly Landscaping* will be presented by Debra Howell.

All trail naming surveys should be returned to the City by Friday, October 3, 2014. You can find them on the front page of the website, in city hall, city administration, and the library. This form is being revised to provide a comprehensive list of recommendations the city has received to date.

On Saturday, October 4, 2014, starting at 10:00 a.m. is the annual bar-b-que competition "Grillin and Chillin" at Lions Park. Bring the family out for a day filled with food, fun, and entertainment.

The next Ridge League of Cities Dinner is Thursday, October 9, 2014 in Winter Haven at the Ritz Theater. Social hour begins at 6:00p.m. with Dinner following at 7:00p.m.

Race for the Kids Foundation will present the UIM(Union International Motonautique) World Championship Boat Race in Lions Park in Lake Alfred, FL. Over 80 boats from all over the U.S. will be competing on October 17th, 18th and 19th! This is a sanctioned event by the American Power Boat Association & Union International Motonautique.

There will be a Lake Alfred CRA workshop with the Board of County Commissioners on October 21st at 10:30a.m. in the Board Room on the 4th floor in Bartow.

In October, the City of Lake Alfred will have a new "100 Years of Agriculture" art exhibit in City Hall. Details for the reception and awards will be provided upon confirmation of dates.

City Manager Leavengood provided an overview of the proposed wayfinding signage. He said this will be presented in October and he is just waiting on one or two more items to be approved. He went on to show what the Purple Heart Memorial will look like. This will be a cube type formation, with a slant top which is similar to the 9-11 monument but on a larger scale. He went on to say we received a \$15,000.00 grant from Home Depot which will help with pavers, landscaping, and the re-sod of the entire park. He went on to say an estimate has been obtained for the monument and it is approximately \$5,000.00. This quote is not for a solid slab monument, but it is more economically feasible.

Vice Mayor Lake asked if the medal (as depicted on the slide) will be in color.

City Manager Leavengood said the etching will be sandblasted and they have the color option. There may be a maintenance requirement every five years and they will have to come back out to recolor. With color, it is a much sharper look rather than one that is just grey and black. He went on to propose a Centennial workshop at 6:00p.m. on the Monday, October 13, 2014.

A consensus was given to schedule the Centennial workshop.

Mayor Daley congratulated the City Manager on his new addition to his family.

CITY ATTORNEY ANNOUNCEMENTS

There were no legal announcements.

RECOGNITION OF CITIZENS

There were none.

EMPLOYEE LONGEVITY– KIMBERLY WALKER – LIBRARY 5 YEARS

Mayor Daley invited Kimberly Walker to the front and said she came to the City of Lake Alfred on September 18, 2009 as a librarian assistant. She is a very hard worker, often taking on extra tasks without being asked to. She gives her utmost attention to every task assigned to her and loves recommending books to our patrons. Kimberly is a joy to work with and helps everyone with a smile. She concluded by saying in recognition of her five year tenure, the City of Lake Alfred will provide her with a certificate of appreciation for service and a five year longevity pin. Congratulations!

CONSENT AGENDA: APPROVE CITY COMMISSION MEETING MINUTES – 09/10/14

Commissioner Maultsby moved to approve the minutes from the September 10, 2014 regular meeting; seconded by **Commissioner Dearmin** and the motion was approved by unanimous voice call vote.

There were no public comments.

MAYOR DALEY

AYE

VICE MAYOR LAKE
COMMISSIONER DEARMIN
COMMISSIONER DUNCAN
COMMISSIONER MAULTSBY

AYE
AYE
AYE
AYE

AGENDA

1.) PUBLIC HEARING –RESOLUTION 11-14: FINAL MILLAGE RATE

Mayor Daley stated this is a public hearing, and read the resolution, in its entirety, into record.

City Manager Leavengood said the City is required to advise the Property Appraiser's Office of its final millage rate, roll-back rate, as well as the date, time and place of the final budget hearing. The final millage rate is proposed to be set at 7.589 per \$1,000 taxable value for the upcoming 2014-2015 fiscal year. He presented the millage rate illustration which included the history of the millage rate since 2002. He provided an overview of the revenues generated throughout the years and said the City is still collecting the dollars and cents that we were collecting in 2006, even though the millage rate is still one-half of a point higher than it was back then. The proposed millage rate is consistent with last year's millage rate, and it does represent an increase of \$27,000.00. He concluded by saying staff recommendation is for approval of resolution 11-14 and we would be happy to stand for any questions.

Mayor Daley said we have to be reminded that because of the Save Our Homes and Homestead exemption, that individuals' tax –when the property values go up – their tax rate can't go up in the incremental way because of those things that are in force. For the City to be collecting the extra money to provide all of the services, they don't always have that extra money available to them when the property values decline so we have to wait for them to come back up. So it comes back up a lot more slowly unless you have a lot of commercial or new development that comes into the City.

City Manager Leavengood said that is true. He stated the other point too, is the roll-back rate looks at revenue neutrality. Essentially, it is what we have to collect to have the same amount of dollars that we had the year previous. He went on to say, but if you had 100 new houses built during that time, and you go to the roll-back rate, you are effectively not collecting the taxes on the increase in population.

Mayor Daley opened the public hearing.

There were none.

Mayor Daley closed the public hearing.

Commissioner Duncan said he had spent pretty much the whole weekend reviewing this budget, and he believes he has found more than enough in the budget to roll the rate back. He then made a motion to table the millage rate decision and discuss the budget.

Assistant City Attorney Claytor said you can go ahead and make motion to table the resolution to discuss the budget; however you have to vote on the millage rate prior to adopting the budget.

Commissioner Duncan added that he is not looking at payroll or capital projects, this is purely looking at raw numbers and experience.

Mayor Daley seconded the motion and commented she wanted to hear what he had to say. She said this motion is to table the resolution until after we talk about the budget. We already have had the public hearing, although we will ask for more comments from the audience.

A roll call vote was requested and the motion was approved by majority vote.

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

2.) PUBLIC HEARING –ORDINANCE 1337-14:BUDGET ADOPTION

Mayor Daley read ordinance 1337-14 in its entirety and stated this is a public hearing.

City Manager Leavengood said over the past several months the City Commission has been presented with and has given conceptual approval to the different sections of the fiscal year 2014/2015 and 2015/2016 annual operating budgets including: Capital, Expenditures, Revenue, and Payroll. He provided an overview of the contingency in both budget years. He said the thing to keep in mind is that in the second year budget, it is not as if the expenditures decreased, the second year budget includes some revenue assumptions of major line items. We have also tried to anticipate some expenses as well, and but again the second year budget is like a crystal ball to try and forecast the future events as well as balancing then around capital. He provided an overview of the Enterprise Fund and said there is no contingency and explained why this was. The stormwater fund is balanced in both years, with a \$14,000.00 contingency in the first year, and this is because there is no capital, however the second year has a stormwater sampler within the proposed budget. He said the total budget for 2014/2015 fiscal year is \$6.356 million dollars and in 2015/2016 \$6.307 million dollar budget with the variance being capital. He said staff recommends approval of Ordinance 1337-14 on second and final reading and would be happy to answer any questions.

Mayor Daley opened the public hearing.

Leon Juday of 535 N. Todhunter Way, said as he understands it, Commissioner Duncan is after us to consider the budget because of the affect it has on the millage rate. He continued and said before you get into looking at the budget, he would like to point out what affect the proposed millage rate will have on his taxes. He continued and said this year would be \$843.20 as opposed to \$830.05 last year. He went on to say that when he adjusts that figure with the increase in the CPI (Consumer Price Index) over the past year, it actually only increased his taxes \$1.17. He went on to provide a comparison from a ten year overview (26.75%) and said if we adjust for that increase it would be nearly double than what they are. He said he appreciated what Commissioner Duncan is doing to keep the expenses down, but please do not get carried away because you are not really hurting the tax-payers that much with the proposed millage rate. He concluded by saying thank you.

Mayor Daley closed the public hearing.

Commissioner Duncan said he really appreciates the opportunity to at least discuss the millage rate. He said he is not talking about taking anything away; he is talking about just reducing these line items because there is not any experience or history. He pointed out the repair and maintenance right-of-way and said right now it is sitting at \$40,000.00 for repair and maintenance on Highway 17/92 and Mackay Boulevard. This can be found on page 12 line item number 446.400. This is for landscaping. He said that with \$40,000.00 budgeted the first year and \$10,000.00 budgeted the next year, he would feel it would be safe if we budgeted just \$20,000.00 for the first year. This is a nonrecurring expense and these funds can come from reserves. He went on to say last year there was a 2% increase in the ad-valorem and we put \$25,000.00 in contingency. This year we are putting \$7,000.00 if we kept the current rate. So theoretically we only have to find \$20,000.00. He went on to say there is also a line item for building repair and maintenance (line item, 446.100; on page 10) that is budgeted at \$30,000.00. By reducing both of these line items by \$10,000.00 and using reserves if it went that high, we can pass this savings on to our residents and still get all of the jobs completed. If they do run over, we have already built in the reserves if they did. He went on to say he found more by rolling through it, but if we adjusted just these two line items, we could roll the rate back.

City Manager Leavengood said he had updated the City Commission on this and he thinks this is where the strength of the two year budget process shows. He explained and said let's say we needed \$27,000.00, most certainly we could balance the first year no problem. The second year – and remember it already has revenue expectations built in – if I were take the revenue expectations out we would probably be close to a deficit in the second year. He said if you take the revenue out of the first year, additionally you would have to take it out of the second year as well. The flux is the capital; and those are your bread and butter projects such as replacement of mowers, police vehicles, and things like that.

Commissioner Duncan added that the City's property values have increased 4.9% in two years, and next year - relatively speaking - the values may go up again. We have more buildings being built and our building permits have increased, all he is looking to do is lower our rate a little bit so that we are a competitive city.

City Manager Leavengood requested attention to the last page of the capital section. He said in 2014/2015 there is \$384,000 in total capital expenses. These are similar to your discretionary funds from a family perspective. Now the second total on the bottom, the \$234,000.00 that is your total operating unrestricted funds. The reason why there is extra money in the first year is because if you look at the total operating general fund, it's a \$149,500.00 so that is how much capital we are proposing to pay for out of current revenues, without reaching into the bank or restricted funds to pay for it. He went on to say, the second year moves up to \$184,000.00. So if you were only looking at the first year budget, yes you could balance the budget and trim those two and go down; but as you can see in the second year, your capital picks back up and the wiggle room is gone, because you are spending \$40,000.00 more during the second year budget.

Commissioner Duncan said he is by no means stating not to do those projects; he pinpointed it because it is a high number for this year. He said all he was doing was trying to find \$20,000.00 to save our residents some money.

Mayor Daley said the amount that it would take to save \$20,000.00 is such a miniscule amount.

Commissioner Duncan said even if it is \$.50 if you went around and asked anybody they would appreciate some help right now.

Mayor Daley said all of those years we were collecting the higher dollars, we were putting money into the reserves, which is why we have a healthy reserve. We have not put any money into the reserves for the last several years.

City Manager Leavengood said we do technically put money in the reserves. He explained we still put the \$50,000.00 away for the fire engine the only difference is we have allocated this revenue specifically and have self-restricted the money. It is currently tracked in the budget.

A discussion ensued about how the process works with a two year budget with the example of purchasing a \$ 90,000.00 backhoe, and the purpose of the City reserves for unplanned incidents.

City Manager Leavengood reiterated the effect of reducing the revenue in the first year budget and the impact it has on the second year budget. He provided an example of an unplanned project such as the Lions Club pavilion replacement. He continued by saying it is purely a policy call on the City Commission. The ad-valorem, that ball, is solely in your court. He said we are very far in the process at this time; it just complicates things when we are kind of like at the 11th hour with the second read.

Commissioner Duncan said all we would have to do is just change the line item total.

Assistant City Attorney Claytor said it would make more sense to move forward on what we have presented tonight and then if we wanted to change that at a later time we can do it. It just becomes more complicated tonight if we are trying change things.

Commissioner Duncan said we cannot change the millage rate after we pass the resolution tonight so it would be next year before we could have that discussion.

Mayor Daley said she is having the feeling that most of the Commissioners are happy with the millage rate the way the budget has been presented to us.

Commissioner Dearmin said that is the comment he wanted to make. We have been diligently working on this document for quite a while.

Commissioner Duncan said theoretically, the City Commission has just received bits and pieces of the budget from July until now. We got the whole budget just within the last month. It is not like I have waited because we have only had two meetings. Additionally, I can only speak with the Commission when we are sitting here publically. So this is the opportunity, and this is why I brought it forward. He continued and said we are not very far from being able to accomplish this but what is basically presented is that if we don't do this today, or say we do this today, we are causing damage a year down the road.

Mayor Daley said she thinks it is the opposite is true because if we do, do this today we could be causing damage because this has all been worked out and studied and done with actuary tables.

Commissioner Duncan said all we are talking about are two repair and maintenance line items and we are not talking about payroll or any reoccurring expenses.

Vice Mayor Lake said if we put \$40,000.00 in the budget it does not necessarily mean that the \$40,000.00 will be spent. However, he has talked about the need to make the city look better since he has moved here. He said we want people to move and shop here, and stores to open here. The City looked like it was dying five years ago and it is looking so much better now. He went on to say the lawn service in his development charges \$34,000.00 a year to just cut grass. So we are talking about spending money to put in plants and maintenance and stuff like that to make the City look better, and to change the millage rate just to get rid of \$20,000.00 it is kind of weird to do at this point.

Commissioner Duncan said he definitely appreciated the opportunity to make an attempt at lowering it.

Mayor Daley said she is glad that he brought it forward and we were able to discuss it. She opened the floor up for public comment and there were no comments from the audience. She directed the Commission back to the first order of business, Resolution 11-14.

Vice Mayor Lake moved to approve Resolution 11-14 setting the final millage rate for fiscal year 2014/2015 at 7.5890; seconded by **Commissioner Dearmin** and the motion was approved by majority voice call vote.

There were no public comments.

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

Mayor Daley said now we will move onto the Ordinance 1337-14 on second and final reading. She said have already held this public hearing and requested for any additional comments. There were none.

Commissioner Dearmin moved to approve Ordinance 1337-14 on second and final reading; seconded by **Commissioner Maultsby** and the motion was approved by unanimous voice call vote.

There were no final public comments.

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

3.) RESOLUTION12-14:BAD DEBT WRITE-OFF

Mayor Daley read the resolution into record.

City Manager Leavengood said as a part of the closeout process for the end of the current fiscal year, city staff is requesting authorization to expense any outstanding utility billing accounts as bad debt. Overall the percentage of the accounts to be expensed as bad debt is less than 1% of the billing revenue. The total amount for the current fiscal year is 149 accounts totaling \$15,079.30. This amount is consistent with previous years' experience, and while the debt is written-off for accounting purposes, collection efforts will still continue after the debt is written-off the ledger. He provided an overview of collection processes and said he is currently working with the Finance Director on revising some of the internal policies including the vacation policy to assist residents. He said this may be something we look at just in terms of increasing the deposit for repeat offenders. This is really just a cost of doing business and is less than one percent of the revenue. He concluded by saying staff recommendation is for approval of resolution 12-14.

Mayor Daley asked how much money we typically collect after the debt has been written-off.

Finance Director Deaton said if you look on the revenue and expense report, that figure is shown in the enterprise fund on the line item called write-offs collected. It is generally about two to three thousand dollars annually.

Commissioner Duncan moved to approve resolution 12-14 authorizing the finance department to write-off bad debt in the amount of \$15,079.30; seconded by **Commissioner Maultsby** and **Commissioner Dearmin** and the motion was approved by unanimous voice call vote.

There were no public comments.

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

4.) PLANNING BOARD RESIGNATION AND APPROVAL OF SUCCESSION

City Manager Leavengood provided an overview of the Planning Board's organizational structure and said the items before you tonight are to accept the resignation letter from Ted Anthony, and approval of Judy Schelfo from an alternate position to a full board member.

Mayor Daley inquired if Judy Schelfo had been asked if she would accept.

City Manager Leavengood replied yes.

Vice Mayor Lake moved to accept the resignation of Ted Anthony from the Planning Board; seconded by **Commissioner Dearmin** and the motion was approved by unanimous voice call vote.

There were no public comments.

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

COMMISSIONER MAULTSBY

AYE

Commissioner Maultsby moved to approve **Judy Schelfo** to a full member on the Planning Board; seconded by **Vice Mayor Lake** and **Commissioner Dearmin** and the motion was approved by majority voice call vote.

There were no public comments.

MAYOR DALEY

AYE

VICE MAYOR LAKE

AYE

COMMISSIONER DEARMIN

AYE

COMMISSIONER DUNCAN

NAY

COMMISSIONER MAULTSBY

AYE

Mayor Daley thanked **Judy Schelfo** for her service.

RECOGNITION OF CITIZENS

Judy Schelfo of 640 East Lakeview requested when the City is talking about the Home Depot Foundation grant, to please mention the Lions Club. She continued and said without the Lions Club being a willing partner with the City, and allowing the funds to flow through them, the City would not have received that funding. She said the grass for the project will be about seven truckloads of sod.

City Manager Leavengood said yes, most certainly. He shared there will be about 100 volunteers coming out to lay the sod. He went on to address the City Commission about the budget process. He said he is always looking to improve it and to simplify it to make it accessible as he can. He went on to say he kind of liked the way we did the chop-up in terms of getting the different sections. We can go back to a different format, but his thoughts are the budget can be a complex and overbearing document. He said the items the Commission typically focuses on are your projects, and your capital expenditures. These are the last dollars you spend and the first ones you plan for. Those changes that he makes every year for operational expenses are really based upon experience. He provided an overview of how the experience works. He said the last thing we look at is payroll, and the mentality there for me personally, is that for the employees to get paid more, with the cost of living adjustments, is that the City really has to get paid more. So that is typically how I do it and the best opportunity to have the millage rate conversation is really around the time we present expenditures and then again when we present revenues. He said he would say he is committed to bringing the millage rate down, you know again, city operations in a way dictate it but it is really management working with the City Commission to reach your goals. We can do that with whatever millage rate that you guys want. He discussed the historical millage rates and said from a staff's point of view he would be more comfortable if we were to get back up to the 2010 revenue range, but again if there is an opportunity to do the rollback rate, he would suggest we do it incrementally. If we can start chipping away at that number by reducing \$5,000.00 to \$10,000.00 every year, that would be a good game plan going forward. He concluded by saying this is pure policy and we can do the budget process however you guys want.

COMMISSIONER QUESTIONS AND COMMENTS

Mayor Daley welcomed **Richard Weed** the new Parks and Recreation Manager. She went on to say that the City is here for him and she is very happy to have him here.

City Manager Leavengood said he is glad to have Richard on board and it was a good selection process. He went on to say we had candidates from out of state. Some had their Master's degree and Richard comes to us from Polk State College with a Bachelor degree in Public Administration, previous experience in working with Auburndale, and is actually a local. Overall he felt that Richard would be the best fit with the department heads, and the kind of the team we have assembled. He concluded by saying he is looking forward to his continued success here in Lake Alfred.

Mayor Daley complimented the Lake Alfred City App. She said it is working really well for her. She shared about a reported stop sign which was fixed the very next day. She is really appreciating the ability to just quickly do that and get it to the right department at the right time. She continued by thanking City staff for their hard work on the budget and keeping Lake Alfred in a good strong financial position that we have been in and have enjoyed. It is always amazing to her, for a town of our size, to be able to still be a full service city and have our police and fire and garbage. We have citizens who really like our services and they are actually happy to pay for the services they enjoy. She concluded by saying; in reading about other cities and what they are going through with their tax and budget, she thinks we are very fortunate that we are able to keep our millage rate where it is and work on reducing it in the future when we have some more money coming in.

Commissioner Dearmin commended city staff. There was a lot of work involved in the budget and said he is very pleased about the new police officer which was sworn in this evening. We are a family and he is glad we can discuss the things that we need to discuss in order to bring things forward. He is real happy with the budget and will be ready for October 1, 2014.

Commissioner Duncan said the Mayor did a fantastic job reading the budget ordinance into record. He continued and said at 8:00 a.m. tomorrow morning he will be at Discovery Academy to have the students select their positions for this Thursday; the City Hall experience. October 17th and 18th will be the drop-off for the next art show. He shared they will be coming at the end of this month to pick up the existing art. He concluded by thanking his colleagues again for allowing him to talk about the millage and said we will figure out a way to lower it next year.

Vice Mayor Lake shared that Reverend Mike Jones will be the Chaplain for the City of Lake Alfred Police Department. Good selection there. He said they had their first legislative policy committee meeting and it went as usual. He continued and said when the City Manager moved here they were discussing how they can increase the population, and said he has decided to take it upon himself. The Chamber of Commerce golf outing was cancelled due to rain. He continued to say it was interesting that the new Parks and Recreation Manager's name is Weed, because it is a very close affinity to the project he is working with. He concluded and said he had the opportunity to use the app today for a hole in front of the Chamber; however he just asked the Public Works Director to help fill a hole because he was right there. Thank you.

Commissioner Maultsby shared he is on the taxation and personnel committee. He said they discussed the potential for local revenue on the sale of marijuana. He was thinking that marijuana was going to be a medicine, and they don't tax medicine in the State of Florida. He said the committee wanted to know where these dispensaries or establishments will be located within the cities. He said they did not get too much accomplished in the meeting. He went on to say this referendum initiative has to pass the legislature by sixty percent of the vote. There is still going to be a lot of discussion into this measure. He continued and thanked staff for putting things together and said they do a great job. He is happy when he has citizens complimenting

the looks of our medians, so he hopes we won't do anything to hurt the highway. They work hard daily. He concluded by saying he thinks we are doing great and there is no need to step back, just keep moving forward.

Mayor Daley shared tomorrow is the last day you can register to vote if you want to vote in the November election. She encouraged everyone to share this information with anyone that may not be registered. It is really important. That is the only way that you can complain about the government, is if you vote first. Let's make sure we get out and vote.

Commissioner Dearmin said we had a birthday last week. Happy Birthday wishes were shared with Vice Mayor Lake.

Without any further business the meeting adjourned at 8:53 p.m.

Respectfully Submitted,

Linda Bourgeois, M.M. C.
City Clerk.

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 6, 2014**

1.) ORDINANCE 1338-14 ELECTION CHAPTER

ISSUE: The City Commission will consider Ordinance 1338-14 Election Chapter 26 on first reading.

ATTACHMENTS:

- Ordinance 1338-14
- May 19, 2014 Minutes Excerpts

ANALYSIS: Following feedback from the City Commission and as a part of a comprehensive review of City codes and policies, city staff has identified an opportunity to clean up and improve Chapter 26 of the code of ordinances related to the election regulations within the City.

The City's current election regulations were originally adopted in 1959 and were last amended in 1963. Of the six (6) sections pertaining to election administration; two (2) are focused on the conduction of the election and one (1) section pertains to qualifications of holding office.

The proposed amendment repeals the City's existing election code regulations and replaces them with adoption by reference, pursuant to F.S. § 100.3605, the Florida Election Code (F.S. chapters 97—106) which governs the conduct of a municipality's election in the absence of an applicable special act, charter, or ordinance provision.

Additionally, staff is proposing to amend the section to define: the types of elections, the canvassing board and related responsibilities; procedural certification of the election results; and the Oath of Office language. Consistent with existing procedures, this would essentially allow for the codification of the current practices.

City staff in conjunction with the city attorney has reviewed regulations from nearby cities, Florida Statutes, and Attorney General Opinions in the preparation of this ordinance.

STAFF RECOMMENDATION: Approval of Ordinance 1338-14 on first reading.

ORDINANCE 1338-14

AN ORDINANCE OF THE CITY OF LAKE ALFRED, FLORIDA AMENDING SECTIONS 26-1 THROUGH 26-5 OF CHAPTER 26 OF THE CODE OF ORDINANCES OF THE CITY OF LAKE ALFRED, FLORIDA REGARDING ELECTION PROCEDURES FOR MUNICIPAL, SPECIAL, RECALL, AND ALL ELECTIONS CONDUCTED BY THE CITY OF LAKE ALFRED, FLORIDA BY INCORPORATING THE PROVISIONS OF FLORIDA'S ELECTION CODE AND DEFINING ELECTION TYPES AND SETTING FORTH PROVISIONS REGARDING A CANVASSING BOARD, ELECTION CERTIFICATION, AND OATH OF OFFICE REQUIREMENTS; PROVIDING FOR CONFLICTS, SEVERABILITY, CODIFICATION AND THE ADMINISTRATIVE CORRECTION OF SCRIVENERS ERRORS, AND AN EFFECTIVE DATE.

WHEREAS, the City of Lake Alfred desires to clarify, confirm, and update reasonable election regulations and requirements for all elections conducted by the City of Lake Alfred and specifically incorporate the provisions of Florida's Election Code codified in Chapters 92 through 106 of the Florida Statutes to the extent not inconsistent with any applicable special act, charter and ordinance provision of the City; and

WHEREAS, it is in the best interest of the residents and citizens of the City of Lake Alfred, Florida for the City Commission to amend Chapter 26 of the Code of Ordinances relating to elections.

NOW THEREFORE, BE IT ORDAINED by the City Commission of the City of Lake Alfred, Florida that this Ordinance is hereby adopted for the protection and welfare of the citizens of Lake Alfred, and that:

SECTION 1: *Exhibit "A"*. Sections 26-1 through 26-5 of Chapter 26 of the Code of Ordinances of the City of Lake Alfred are amended to read as set forth in Exhibit "A", attached hereto and made a part hereof. (language stricken is shown as ~~strikethrough~~ text; language added is shown as underlined text):

SECTION 2: *Conflicts*. All ordinances, resolutions, or parts of ordinances in conflict herewith are hereby repealed to the extent necessary to give this Ordinance full force and effect.

SECTION 3: *Severability*. If any section, subsection, sentence, clause or phrase of this Ordinance is, for any reason held to be unconstitutional, such decision shall not affect the validity of the remaining portions of this Ordinance. The City of Lake Alfred, Florida hereby declares that it would have passed this Ordinance, and each section, subsection, clause or phrase thereof, irrespective of the fact that any one or more sections, subsections, sentences, clauses and phrases be declared unconstitutional.

SECTION 4: *Codification and Scriveners errors.* It is the intention of the City Commission that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the City of Lake Alfred; and that sections of this Ordinance may be renumbered or re-lettered and the word "ordinance" may be changed to, "section", or such other appropriate word or phrase in order to accomplish such intentions; and regardless of whether such inclusion in the Code of Ordinances of the City of Lake Alfred is accomplished, sections of this Ordinance may be renumbered or re-lettered and the correction of typographical and/or scrivener's errors which do not affect the intent may be authorized by the City Manager or his or her designee, without need of public hearing, by filing corrected or re-codified copy of same with the City Clerk.

SECTION 5: *Effective Date.* This Ordinance shall take effect immediately after passage on second and final reading.

INTRODUCED AND PASSED on first reading at the regular meeting of the Lake Alfred City Commission held on the 6th day of October, 2014.

PASSED AND ENACTED ON SECOND READING, with a quorum present and voting, the City Commission of Lake Alfred, Florida, this 20th day of October, 2014.

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

ATTEST:

Nancy Z. Daley, Mayor

Linda Bourgeois, M.M.C.
City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney

Exhibit "A"

Sec. 26-1. Qualifications to hold elective office.

~~No person shall hold an elective office who is not a qualified voter in the city and who has not resided in the city for six months next preceding the election.~~

Sec. 26-21. Elections to be conducted as provided for state and county elections.

All elections as further defined herein in Section 26-2 of this Code of Ordinances shall be conducted and carried on under the same regulations and manner as provided for state and county elections as more specifically set forth in Florida's Election Code codified in Chapters 92 through 106 of the Florida Statutes, except when otherwise provided by this Code and the Charter of the city. In the event that any provision of this Code conflicts with either the Florida Election Code that expressly applies to municipalities or the Charter of the City then the provisions of the Florida Election Code and/or the Charter of the City shall control.

Sec. 26-2. Types of elections.

(a) Municipal Election: General municipal elections shall be held for the purpose of electing officers of the City and for such other ballot measures as the commission may prescribe.

(b) Special Election: All other elections which may be held by authority of the Charter, or of any law, shall be known as a special election. Special municipal elections shall be held in the same manner as the regular election except that the city commission, by resolution, shall fix the date of holding such special election. A municipality shall not call any special election until notice is given to the supervisor of elections and his or her consent has been obtained as to a date when the registration books are available.

(c) Recall Election: Any member of the city commission may be removed from office through recall procedures established by state law.

Sec. 26-3. Election officers; appointment; location; opening and closing of polls; procedure.

~~The city commission shall at least five days before any general or special election select three inspectors of election and one clerk of election who shall be qualified voters in the city. It shall be their duty to open the polls at the polling place in the city at 7:00 a.m. on the day of the election and keep the polling place open until 7:00 p.m. of the same day. The ballot box shall be kept in view of the three inspectors, none of whom shall have the key to the box, and the ballot box and a complete canvass or count of the votes shall at no time, from the opening of the polls to the completion of the canvassing or counting of the votes, be concealed from the public.~~

Sec. 26-3. Canvassing Board.

(a) The canvassing board shall consist of the City Commission, except officials running in the current election, the City Clerk or his/her designee, and the City Attorney or his/her designee.

(b) The chair for the canvassing board shall be nominated and appointed by the members at the first board meeting.

Sec. 26-4. Reserved.

Editor's note—

~~At the request of the city § 26-4 has been deleted as they are superseded by the provisions of F.S. § 102.101. Formerly, said section pertained to city police to be present at polls as enacted by Ord. No. 1, Civil Code, § 18, 11-6-1913; as amended by Code 1959, § 6-5~~

Sec. 26-4. Election Certification.

(a) Election results shall be certified by the canvassing board on the first Thursday, following the municipal or special election at 5:00 p.m. in City Hall. A majority vote from the board shall be required to amend the location, date, and/or certification time.

(b) The canvassing board shall sign a certificate containing the total number of votes cast for each person, and any other ballot measure which may have been voted upon.

~~Sec. 26-5. Examination of election results; meeting of commission and candidates; election certificates.~~

~~On the second day after any general or special election the city commission, unless the second day is on Sunday, then the third day, shall convene, and the mayor shall open the ballot box and the reports shall be examined and compared by the city commission in open session with the officers elected to the respective offices; and it shall be the duty of the city clerk to furnish each officer with a certificate of election the following day.~~

Sec. 26-5 Oath of office.

Every officer of the city shall, before entering upon the duties of his/her office, take and subscribe to the following oath or affirmation.

I, _____ do solemnly swear (or affirm) that I will support, protect, and defend the Constitution and Government of the United States and of the State of Florida; that I am duly qualified to hold office under the Constitution of the State, and the charter of the City of Lake Alfred, Florida, and that I will well and faithfully perform the duties of City Commissioner on which I am now about to enter.



The following is an excerpt from the Lake Alfred City Commission meeting approved minutes held on May 19, 2014.


Linda Bourgeois M.M.C.,
City Clerk

Date: October 1, 2014

4.) ELECTION DISCUSSION

City Manager Leavengood said following feedback from the City Commission, city staff has researched the provisions within Section 26 of the code of ordinances and Article II of the City Charter related to election procedures. He said some of the identified discussion items and potential opportunities are within the City Charter and include:

- A procedural cleanup for accepting nominations for City Commission.
- Amend the "write-in" candidate procedure to be consistent and practical with the election process.
- Amend the "tie" process to be decided by a drawing of lots rather than a "second election."

He continued and said the changes to the charter must be accomplished by referendum in the election cycle. The City of Lake Alfred is scheduled for a charter review in 2020 or the Commission may put forth any proposed amendments in a future election cycle by ordinance. He went on to say that if the City Commission wanted to entertain any changes, it is at the discretion of the commission. Discussion item and opportunities within the code of ordinances include:

- Defining the membership and Chair of the canvassing board.
- Certify by resolution the election results (for historical and archival purposes).
- Identify and define types of elections: regular, special, and recall.
- Discuss the Initiative, referendum, and petition process.

He concluded by saying this item was being presented for discussion purposes and to solicit direction from the City Commission in advance of proposing any language for consideration within an ordinance. Specific language or provisions would need to be reviewed by the City Attorney in advance of preparation.

Mayor Daley said she was confused at first about the drawing of the lots, because she remembered a few years ago they changed it to where there would not be a runoff election for people who did not have a majority of the vote. Now it is a plurality of the vote, meaning you don't have to have 50% but that still doesn't mean that one day the City might not still have a tie.

Commissioner Maultsby said if it is not urgent, maybe we can do it in 2020.

Mayor Daley said will it would probably be in the November election.

City Manager Leavengood explained the process of preparing the ordinance, and having the attorney prepare the ballot language for the April election.

Mayor Daley said what if there was not a city election in April.

A discussion ensued about the City not being involved in the November election, and that it has to be presented during the municipal election.

City Manager Leavengood said an option would be for the City to have the election even if there were no opposition amongst the incumbents.

A discussion ensued about another option of carrying the amendments forward by placing them in queue for when the City has the next election. The City does not have to conduct an election for referendums; that decision is at the pleasure of the City Commission.

Commissioner Duncan said the City Clerk did a fantastic job on the research, and these were the key points for considerations of the Charter amendments. He went on to say they had a little bit of discussion on it during the Charter review, but they had already brought forward twelve amendments. He said these proposed amendments are pretty vital topics.

Mayor Daley said even if the City waits until the 2020 Charter Review Committee, if were not having elections, then the election amendments would not be that important.

Commissioner Maultsby added that 2020 will be here before we know it.

City Manager Leavengood said this is one we could put in the proverbial hopper for the Charter review if you do not want to get into the nuts and bolts of trying to change the Charter. The code of ordinance is something we can bring forward just with an ordinance. He went on to thank the City Clerk for the research and said the election process is the function of the clerk. He continued and said she took ownership and reached out to the other clerks in the other cities to find out what were the best practices.

Mayor Daley said we are just here to determine if everybody here agrees that we need to move forward with some of these points to change.

Commissioner Duncan said the write-in candidate section of the Charter is a little tricky because we are not really in compliance with what the State is saying. Additionally, the drawing of lots, you never know there could be a tie; and with only 15% of the voters showing up, it could come down to one vote and it is a tie so do we have to do? Get with the Supervisor of Elections, and get new ballots printed in the timeframe that our Charter says (21 days) and he does not know if it is possible. He does not know what we would run into if we had to that.

Mayor Daley said she thinks this is a good starting point for us to get a consensus to keep this on the burner for looking into doing an ordinance in October. That would be something we could put on the April ballot.

City Manager Leavengood asked the City Commission if there were any items within the analysis that there was just a red flag, or any additional questions, or that the City Commission would not be in favor of. Again there are not any radical changes here, these proposed changes are procedural in nature and are just designed to clean things up and be the best practices.

Commissioner Dearmin said in his opinion what he sees here is good so we will keep on the burner.

Mayor Daley said she thinks it is very well done and it is good that we are sticking more with what the State of Florida is doing because we don't want to be renegades and doing something different. She opened the floor for any comments.

There were none.

Mayor Daley said we will keep this current and if we have an election, we will put it on the ballot.

City Manager Leavengood said the City will continue to work with the attorney's office for specific language and he will forward that to the City Commission in advance in an update.

Commissioner Duncan asked if this would have to be approved by October 1, 2014 for the 2015 election?

City Clerk Bourgeois responded and said the ballot language has to be in the Clerk's office by the week of qualifying because the ballot language and the names of the candidates have to be given to the Supervisor of Elections by the following week. This will give the attorney time to prepare the ordinance and ballot language.

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 6, 2014**

2.) CHARTER AMENDMENT DISCUSSION - ELECTION

ISSUE: The City Commission will consider Charter Amendments related to operational procedures of the municipal election.

ATTACHMENTS:

- Article IV of the City Charter
- Supplemental Information

ANALYSIS: Following feedback from the City Commission on May 19, 2014, city staff had identified and researched the provisions of the City Charter Article IV; Nominations and Elections related to election procedures.

Some of the identified items within the City Charter potentially may be difficult to implement with the current election processes. After review of the Charter language, the City Attorney in conjunction with city staff has identified opportunities to improve the provisions in the following areas while also preserving their intent:

- 1.) A procedural cleanup for accepting nominations for City Commission.
- 2.) Amend the "write-in" candidate procedures to be consistent with the state law.
- 3.) Amend the "tie" process to be decided by a drawing of lots rather than a "second election."

STAFF RECOMMENDATION: Pleasure of the City Commission

ARTICLE IV CITY CHARTER

Section 4.01. - Electors.

Any person who is a resident of the city, who has qualified as an elector of this state, and who registers in the procedural manner prescribed by general law and ordinance of the city, shall be an elector of the city.

State law reference— Elector qualifications, F.S. §§ 97.041, 166.032.

Section 4.02. - Nonpartisan elections.

All nominations and elections for the office of city commissioner shall be conducted on a nonpartisan basis without regard for or designation of political party affiliation of any nominee on any nomination petition or ballot.

Section 4.03. - Nominations for city commission.

(a) Candidates for election to the city commission may be nominated by petition. Any qualified elector of the city may be nominated for election by a petition signed by not less than one (1) per cent of the number of qualified electors of the city as of the day before the first day for qualifying. Candidates for election who fulfill the petition requirements under Florida Statute 99.0955 are excluded from paying a qualifying fee, otherwise a qualifying fee will be charged as prescribed by State Election Laws. Each elector may subscribe to one nominating petition for each of the places to be filled, and no more. The form of nominating petitions and procedures for proper execution thereof shall be determined by the city clerk and published in the clerk's office not less than ninety (90) days before the first day for qualifying.

(b) All separate papers comprising a nominating petition shall be assembled and filed with the city clerk as one instrument not earlier than fifty (50) days or later than forty-six (46) days before the election. The city clerk shall make record of the exact time and date when each petition is filed.

(c) After the filing of the nominating petition the City Clerk shall notify the candidate no later than the forty-third (43) day prior to the election whether or not it satisfies the requirements prescribed by this charter.

(d) Any person whose name has been submitted for candidacy by such petition shall file with the city clerk, not less than fifteen (15) days before such election, a written acceptance of such candidacy. The acceptance shall state that, if elected, he or she will qualify and serve in such office during the term for which he or she is elected. The city clerk shall note thereon the date of its filing. If any candidate shall fail to file such acceptance, the candidate's name shall not appear upon the ballot.

(e) Procedure for election by write-in vote. Any person seeking election to the city commission by write-in vote, in order to be entitled to have write-in votes cast for him or her counted, shall have not less than twenty (20) days prior to the general election, certified under oath to the city clerk, the following information:

- (1) Name.
- (2) Address.
- (3) That he or she possesses all of the qualifications required by law for the office of city commission.
- (4) The name of the office he or she seeks.

(5) That he or she will accept the office if elected.

At the time of certifying under oath the above information, a write-in candidate shall be considered a candidate as so defined in this Charter, except that he or she shall not be entitled to have his or her name printed on the official ballot.

(Ord. No. 563, § 1, 9-27-1979/10-16-1979; Ord. No. 967-00, § 14, 9-11-2000/10-17-2000; Ord. No. 1040-03, § 1, 9-2-2003; Ord. No. 1284-10, § 13, 1-3-2011/4-5-2011)

Section 4.04. - Form of ballots.

(a) *City commission.* The full names of all candidates nominated for membership in the city commission except those who have withdrawn, died or become ineligible, shall be printed on the official ballots without party designation or symbol. If two (2) or more candidates have the same surname or surnames so similar as to likely cause confusion, their residence addresses shall be printed with their names on the ballot. All names shall be printed in alphabetical order. The ballot shall contain instruction to the voter, the wording of which shall be established by ordinance of the commission, directing the voter to vote for as many candidates as there are places to be filled.

(b) *Charter amendment or other measure.* A Charter amendment or other measure to be voted on by the electors of the city shall be presented for voting by ballot title. The ballot title of a measure may differ from its legal title and shall be a clear, concise statement describing the substance of the measure without argument or prejudice. Below the ballot title shall appear the following question: "Shall the above described (ordinance) (amendment) be adopted?" Immediately below shall appear in the following order, the word "for" and also the word "against" with a sufficient blank space thereafter for the placing of the symbol "X" to indicate the voter's choice or with a level opposite "for" or "against" if voting machines are used.

Section 4.05. - Elections.

(a) *When held; transition schedule to four-year terms.* Regular city election shall be held on the first Tuesday in April of each year. Upon approval of this provision by the voters of the city in the 2009 city election, candidates for commissioner elected to seats 3 and 4 under the previous version of section 4.05(a) of this Charter shall fill seats 3 and 4 for a four-year term to expire in 2013. At the 2010 city election, seat 5 shall be filled for a four-year term to expire in 2014. At the 2011 city election, seats 1 and 2 shall be filled for a four-year term to expire in 2015. Subsequently, seats shall become vacant at four-year intervals. Commissioners occupying office at the time of approval of this provision by the voters of the city shall be entitled to continue in office until seats become vacant in accordance with this section.

(b) *Number of votes.* Every voter shall be entitled to vote for as many candidates for the city commission as there are seats to be filled. Unless otherwise qualified as provided in this Charter, votes cast for a write-in candidate shall not be counted. Should the number of qualified candidates for the city commission at any election equal the number of seats to be filled at such election, such candidate or candidates shall be declared elected by a majority vote of the city commission.

(c) *Plurality.* Candidates for commissioner receiving a plurality of the votes cast shall be declared elected until the number declared elected equals the number of commission places to be filled at the election. A candidate who receives a plurality of the votes cast is the candidate who receives the greatest number of votes. The terms for each commission place being filled at each election shall be filled such that the candidate receiving the largest number of votes regardless of whether the candidate was running for election based on an appointment arising as a result of a vacancy in office shall fill the longest term

open for that election and so on until all commission places are filled. Provided further if there is no opposition for a particular commission place seat then the candidate who runs unopposed shall remain in the same commission place seat. All ties shall be decided by a second election between the candidates who receive the same number of votes which second election shall be held within three weeks of the first election and shall be under the direction of the election authorities.

(d) *[Assuming office.]* All commissioners and officers elected under this charter shall assume their offices on the first regular commission meeting in May following the election at which they shall be chosen.

(Ord. No. 562, § 1, 9-27-1979/10-16-1979; Ord. No. 776-96, § 1, 9-9-1996/10-15-1996; Ord No. 967-00, § 15, 9-11-2000/10-17-2000; Ord. No. 1025-02, § 1, 9-25-2002/11-5-2002; Ord. No. 1040-03, § 2, 9-2-2003; Ord. No. 1180-07, § 1, 1-16-2007; Ord. No. 1240-08, § 1, 10-20-2008/4-7-2009)

Charter Discussion – Supplemental Information

1) A procedural cleanup for accepting nominations for City Commission.

Current Charter Language

Section 4.03. Nominations for city commission.

(d) "Any person whose name has been submitted for candidacy by such petition shall file with the city clerk, not less than fifteen (15) days before such election, a written acceptance of such candidacy. The acceptance shall state that, if elected, he or she will qualify and serve in such office during the term for which he or she is elected. The city clerk shall note thereon the date of its filing. If any candidate shall fail to file such acceptance, the candidate's name shall not appear upon the ballot."

When qualifying papers are submitted, the candidates who qualify by petition file the form DSDE25, (candidate oath) which serves as an oath of acceptance. The proposal would be to remove this requirement.

2.) Amend the "write-in" candidate procedures to be consistent with the state law.

Current Charter Language

Section 4.03. Nominations for city commission.

(e) Procedure for election by write-in vote. Any person seeking election to the city commission by write-in vote, in order to be entitled to have write-in votes cast for him or her counted, shall have not less than twenty (20) days prior to the general election, certified under oath to the city clerk, the following information:

- (1) Name.
- (2) Address.
- (3) That he or she possesses all of the qualifications required by law for the office of city commission.
- (4) The name of the office he or she seeks.
- (5) That he or she will accept the office if elected.

At the time of certifying under oath the above information, a write-in candidate shall be considered a candidate as so defined in this Charter, except that he or she shall not be entitled to have his or her name printed on the official ballot.

Proposed Charter language consistent with the Florida Statutes, Chapter 99.061(4):

(a) Each person seeking to qualify for election to office as a write-in candidate shall file his or her qualification papers with the respective qualifying officer at any time after noon of the 1st day for qualifying, but not later than noon of the last day of the qualifying period for the office sought.

(b) Any person who is seeking election as a write-in candidate shall not be required to pay a filing fee or election assessment. ~~(or party assessment.)~~ A write-in candidate is not entitled to

have his or her name printed on any ballot; however, space for the write-in candidate's name to be written in must be provided on the general election ballot. A person may not qualify as a write-in candidate if the person has also otherwise qualified for nomination or election to such office.

3.) Amend the "tie" process to be decided by a drawing of lots rather than a "second election."

Current Charter Language

Section 4.05. Elections.

(c) *Plurality.* Candidates for commissioner receiving a plurality of the votes cast shall be declared elected until the number declared elected equals the number of commission places to be filled at the election. A candidate who receives a plurality of the votes cast is the candidate who receives the greatest number of votes. The terms for each commission place being filled at each election shall be filled such that the candidate receiving the largest number of votes regardless of whether the candidate was running for election based on an appointment arising as a result of a vacancy in office shall fill the longest term open for that election and so on until all commission places are filled. Provided further if there is no opposition for a particular commission place seat then the candidate who runs unopposed shall remain in the same commission place seat. ~~All ties shall be decided by a second election between the candidates who receive the same number of votes which second election shall be held within three weeks of the first election and shall be under the direction of the election authorities.~~

Proposed Charter procedures consistent with Florida Statutes Chapter 100.181;

100.181 Determination of person elected. The person receiving the highest number of votes cast in a general or special election for an office shall be elected to the office. In case two or more persons receive an equal and highest number of votes for the same office, such persons shall draw lots to determine who shall be elected to the office.

Changes to the charter must be accomplished by referendum in the election cycle. This would allow for the Commission to put forth any proposed amendments in a next election cycle by ordinance.

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 6, 2014**

3.) ORDINANCE 1339-14 PERSONNEL HANDBOOK AMENDMENTS

ISSUE: The City Commission will consider approval of Ordinance No. 1339-14 on first reading, which provides for amendments to the Personnel Manual for the City of Lake Alfred

ATTACHMENTS:

- Ordinance 1339-14 with Exhibit "A"

ANALYSIS: The employee handbook sets forth in detail the employee benefits programs, personnel policies, general guidelines, and disciplinary rules of the city. The last formal review of the Personnel Manual was conducted last year, and adopted on November 4, 2013.

The City of Lake Alfred has evaluated the current needs of the City's benefits, disciplinary rules, policies and procedures. The proposed revisions and amendments throughout the manual as listed in exhibit "A". Following the major revisions from last year, staff has continuously reviewed the policies throughout the year and how they have been implemented and applied. The majority of the changes are designed to clarify and to improve the intent of existing policies.

STAFF RECOMMENDATION: Approval of Ordinance 1339-14 on first reading.

ORDINANCE 1339-14

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

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

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

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

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

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

Section 3: Conflicts. All ordinances or parts of ordinances and resolutions in conflict or inconsistent with the provisions of this ordinance are hereby repealed to the extent necessary to give this ordinance full force and effect.

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

Section 5: Effective Date. This ordinance shall take effect immediately upon final adoption.

INTRODUCED AND PASSED on first reading at the regular meeting of the Lake Alfred City Commission held on the 6th day of October, 2014.

PASSED AND ENACTED ON SECOND READING, with a quorum present and voting,
by the City Commission of Lake Alfred, Florida, this 20th day of October, 2014.

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

ATTEST:

Nancy Z. Daley, Mayor

Linda Bourgeois, M.M.C.,
City Clerk

APPROVED AS TO FORM:

Frederick J. Murphy, Jr., City Attorney



**Personnel Manual and
Employee Handbook
~~2013~~ ————— 2014**

ADOPTED: June 21, 2004
AMENDED by Ordinance 1199-07: September 4, 2007
AMENDED by Ordinance 1239-08: September 22, 2008
AMENDED by Ordinance 1269-10: February 15, 2010
AMENDED by Ordinance 1286-11: February 7, 2011
AMENDED by Ordinance 1288-11: April 4, 2011
AMENDED by Ordinance 1322-13: July 8, 2013
AMENDED by Ordinance 1328-13: November 4, 2013

**Personnel Manual and Employee Handbook
Table of Contents**

Section 1:	GENERAL PROVISIONS.....	3
	1.01 Purpose	
	1.02 Positions Covered	
	1.03 Administration	
	1.04 Amendments	
	1.05 Department Policies	
Section 2:	DEFINITIONS OF TERMS	4
Section 3:	STANDARDS OF CONDUCT	7
	3.01 General Policy	
	3.02 Equal Employment Opportunity	
	3.03 Harassment	
	3.04 Conflict of Interest	
	3.05 Political Activity	
	3.06 Employment of Relatives	
	3.07 Outside Employment	
	3.08 Release Information	
	3.09 Solicitation & Distribution	
	3.10 Employee Debts	
	3.11 Use of City Property	
	3.12 Dress and Appearance	
	3.13 Personal Business	
	3.14 Acceptance of Gifts	
	3.15 Internet Access	
	3.16 Use of Phone & Mail Systems	
	3.17 Smoking	
	3.18 Visitors in the Workplace	
Section 4:	EMPLOYMENT POLICIES.....	16
	4.01 Appointing Authority	
	4.02 Position Control	
	4.03 Types of Appointments	
	4.04 Application Procedures	
	4.05 Processing of Applications	
	4.06 Employee Benefits	
	4.07 Transfers	
	4.08 Promotions	
	4.09 Demotions	
	4.10 Reinstatements	
	4.11 Initial Probationary Period	
	4.12 Hours of Work	
	4.13 Timekeeping	
	4.14 Paydays	
	4.15 Overtime	
	4.16 Attendance	
	4.17 Performance Evaluations	
	4.18 Employee Training	
	4.19 Physical Examination / Testing Procedures	
	4.20 Drug Free Workplace Program	
	4.21 Restricted Duty Assignment	
	4.22 Tuition Assistance Program	
	4.23 Commercial Driver's License (CDL) Assistance Program	

	4.24 Educational Incentive Pay	
Section 5:	HOLIDAYS.....	28
	5.01 Days Observed	
	5.02 Eligibility for Holiday Pay	
	5.03 Holiday on Work Day	
	5.04 Holiday on Leave Day	
Section 6:	VACATION LEAVE.....	30
	6.01 Eligibility and Rate of Earning	
	6.02 Charging Leave	
	6.03 Requests for Leave	
	6.04 Use	
	6.05 Unused Vacation Leave	
Section 7:	SICK LEAVE.....	32
	7.01 Eligibility and Rate of Earning	
	7.02 Charging Leave	
	7.03 Requests for Leave	
	7.04 Use	
	7.05 Accrued Leave	
	7.06 Unused Sick Leave	
	7.07 Volunteer Sick Leave Program	
Section 8:	MISCELLANEOUS LEAVE.....	34
	8.01 Funeral	
	8.02 Court Leave	
	8.03 Conference Leave	
	8.04 Compensatory Time	
	8.05 Military Leave	
	8.06 Civil Disorder or Natural Disaster	
	8.07 Examinations	
	8.08 Educational Leave	
	8.09 Administrative Leave	
	8.10 Maternity- Leave	
	8.11 Voting Leave	
	8.12 Family and Medical Leave	
	8.13 Leave without Pay	
Section 9:	EMPLOYEE RECOGNITION PROGRAM.....	41
	9.01 Employee of the Quarter	
	9.02 Employee of the Year	
	9.03 Longevity Recognition	
Section 10:	SEPARATIONS.....	42
	10.01 Types of Separations	
	10.02 Resignation	
	10.03 Retirement	
	10.04 Health	
	10.05 Death	
	10.06 Reduction in Force (Layoff)	
	10.07 Dismissal / Discharge	
	10.08 Exit Interview	
Section 11:	SAFETY.....	45

	11.01 Accident Prevention	
	11.02 Accident Reporting	
	11.03 Worker's Compensation	
	11.04 Security Inspections	
Section 12:	DISCIPLINARY ACTION.....	46
	12.01 Intent	
	12.02 Types of Offenses	
	12.03 Written Warning/Counseling	
	12.04 Written Reprimand	
	12.05 Suspension	
	12.06 Appeals	
	12.07 Dismissal	
Section 13:	EMPLOYEE GRIEVANCE PROCEDURE.....	52
	13.01 Purpose	
	13.02 Definition of a Grievance	
	13.03 Procedure	
	13.04 General Provisions	
Section 14:	MISCELLANEOUS RULES & BENEFITS.....	54
	14.01 Vehicles	
	14.02 Retirement Plan	
	14.03 Unemployment Compensation	
	14.04 Insurance Benefits	
	14.05 Deductions	
Section 15:	POSITION CLASSIFICATION PLAN.....	56
	15.01 Purpose	
	15.02 Uses	
	15.03 Content	
	15.04 Administration & Maintenance	
	15.05 Allocation of Positions	
	15.06 Position Reviews	
	15.07 Reclassification	
	15.08 Position Control	
Section 16:	SALARY PLAN	58
	16.01 Purpose	
	16.02 Content	
	16.03 Adoption & Amendment	
	16.04 Appointment & Starting Rates	
	16.05 Salary Increases	
	16.06 Promotion	
	16.07 Demotion	
	16.08 Transfers	
	16.09 Assignment Pay	
Section 17:	RECORDS AND REPORTS.....	61
	17.01 Responsibility	
	17.02 Records	
	17.03 Records Retention & Disposition	
	17.04 Access to Personnel Files	

SECTION 1
GENERAL PROVISIONS

1.01 Purpose

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

1.02 Positions Covered

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

1.03 Administration

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

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

1.04 Amendments

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

1.05 Department Policies

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

SECTION 2 DEFINITION OF TERMS

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

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

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

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

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

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

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

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

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

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

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

Classification - Grouping positions in classes.

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

Classification Plan - Official system of grouping positions into classes.

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

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

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

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

Dismissal - Separation from City employment for cause.

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

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

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

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

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

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

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

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

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

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

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

Part-Time, Temporary, or Reserve (PTR) Employee - Any city employee that is not within a specified regular full-time or regular-part time position (or associated probationary period) and has worked fewer than 1,250 hours in the previous twelve (12) months.

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

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

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

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

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

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

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

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

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

Remote Travel - Travel outside of Polk County.

Resignation - Act of voluntarily withdrawing from City employment.

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

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

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

Step - Series of pay progressions within a classification.

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

Temporary Employee - An employee appointed for a special project or other work of a temporary or transitory nature. All will serve in a non-covered status and meet requirements set by the City.

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

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

SECTION 3
STANDARDS OF CONDUCT

3.01 General Policy

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

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

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

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

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

3.02 Equal Employment Opportunity

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

3.03 Harassment

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

- A. Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined, as in the Equal Employment Opportunity Commission Guidelines, as unwelcome sexual advances, requests for sexual favors and other verbal or physical conduct of a sexual nature when, for example: (i) submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment; ii) submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or (iii) such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

- B. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of his/her race, color, religion, national origin, age, disability, [alienage or citizenship status, marital status, creed, genetic predisposition or carrier status, sexual orientation] or any other characteristic protected by law or that of his/her relatives, friends or associates, and that: (i) has the purpose or effect of creating an intimidating, hostile or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual's work performance; or (iii) otherwise adversely affects an individual's employment opportunities.
- C. The City of Lake Alfred prohibits retaliation against any individual who reports discrimination or harassment or participates in an investigation of such reports. Retaliation against an individual for reporting harassment or discrimination or for participating in an investigation of a claim of harassment or discrimination is a serious violation of this policy and, like harassment or discrimination itself, will be subject to disciplinary action.
- D. The above is not to be construed as an all-inclusive list of prohibited acts under the City's Harassment Policy

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

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

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

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

3.04 Conflict of Interest

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

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

Transactions with outside firms must be conducted within a framework established and controlled at the executive level of The City of Lake Alfred. Business dealings with outside firms should not result in unusual gains for those firms. Unusual gain refers to bribes, product bonuses, special fringe benefits, unusual price breaks, and other windfalls designed to ultimately benefit either the employer, the employee, or both. Promotional plans that could be interpreted to involve unusual gain require specific City Manager approval. Penalty for violation of this policy will be immediate termination.

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

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

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

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

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

3.05 Political Activity

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

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

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

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

3.06 Employment of Relatives

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

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

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

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

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

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

3.07 Outside Employment

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

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

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

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

City property will not be used for outside employment.

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

3.08 Release of Information

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

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

3.09 Solicitation and Distribution

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

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

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

3.10 Employee Debts

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

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

3.11 Use of City Property

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

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

3.12 Dress and Appearance

Dress, grooming, and personal cleanliness standards contribute to the morale of all employees and affect the image that the City presents to citizens and visitors.

During business hours, employees are expected to present a clean and neat appearance and to dress according to the requirements of their positions. All clothing issued constituting regulation uniform shall be worn on duty and there shall be no substitutions to the required uniform. No clothing issued by the City shall be utilized in any manner whatsoever while off duty.

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

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

3.13 Personal Business

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

3.14 Acceptance of Gifts

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

3.15 Internet Access

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

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

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

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

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

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

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

3.16 Use of Phone and Mail Systems

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

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

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

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

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

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

A. Email is not a private communication. Employees are responsible and accountable for their actions and communications using the internet. Prohibited email content may be but is not limited to any materials which is unauthorized, offensive, political, slanderous, obscene, controversial, critical of any person or entity, or which contains vulgar language, references to sexual matters or is otherwise deemed inappropriate.

B. All business information via internet email messages and other transmissions are to be professional, accurate, appropriate, ethical, and lawful.

C. Any form of harassment via email, whether through language, frequency or size of messages is prohibited.

D. Downloading of software is prohibited.

E. Sending unsolicited email messages and advertising materials (SPAM) is prohibited.

F. The City Manager will determine when this Section is being violated and if disciplinary action is warranted.

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

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

3.17 Smoking

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

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

3.18 Visitors in Workplace

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

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

Department Heads, with approval from the City Manager, may designate areas restricted from visitation for reasons of workplace efficiency or for safety reasons. If an unauthorized individual is observed on the premises, whether in a restricted or unrestricted area, employees should immediately notify their supervisor or, if necessary, direct the individual to the nearest city office.

SECTION 4 EMPLOYMENT POLICIES

4.01 Appointing Authority

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

4.02 Position Control

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

4.03 Types of Appointments

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

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

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

Regular Full Time employees are those who are not in a temporary or probationary status and who are regularly scheduled to work Lake Alfred's full-time schedule. Generally, they are eligible for the City of Lake Alfred's benefit package, subject to the terms, conditions, and limitations of each benefit program.

Regular Part-Time employees are those who are not assigned to a temporary or probationary status and who are regularly scheduled to work 28 or fewer hours per week. Part-time firefighters, reserve police officers, and any other city employee(s) must work or be scheduled to work at least 1,250-hours per fiscal year to be classified as a regular part-time employee.

Probationary employees are those whose performance is being evaluated to determine whether further employment in a specific position or with the City of Lake Alfred is appropriate. The initial probationary period is for a period of one (1) year for all employees in positions that are eligible for regular appointment. Employees who satisfactorily complete the initial probationary period will be notified of their appointment to a regular employment classification. Regular Full time probationary employees will receive benefits the first day of the month following sixty (60) days of employment with the City, subject to the terms, conditions, and limitations of each benefit program as described in Section 14.04 herein.- Probationary employees may be paid at a rate below regular full-time or regular part-time employees.

Part-Time, Temporary, or Reserve (PTR) employees are those who are hired as interim replacements; to temporarily supplement or enhance the work force; -to assist in the completion of a specific project; or to work in a reserve capacity on an as needed or on-call basis. Employment assignments in this category may be for a limited duration.

Part-time firefighters, reserve police officers, and any other city employee that is not within a specified regular full-time or regular-part time position (or associated probationary period) fall into this employment category. ~~PTR employees that have worked at least 1,250 hours in the previous twelve (12) months shall be classified as regular part-time employee. Any employee that subsequently falls below the 1,250-hour threshold of hours worked will automatically revert to a PTR status.~~

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

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

4.04 Application Procedures

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

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

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

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

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

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

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

4.05 Processing of Applications

The City will review and consider all applications for employment filed with the City. The City may have any individual application or applications reviewed by Department Heads and subordinates as appropriate. The City may approve or disapprove applicants for employment taking into consideration the requirements of the position to be filled, the applicant's criminal history and their qualifications and the interests of the City. The City reserves the right to perform state and national background checks on all potential and current employees (Section 166.0442, Florida Statutes).

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

Applications may also be rejected for the following reasons:

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

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

Before final processing, all applicants must:

1. Pass a drug screen performed and evaluated by the City's designated testing facility. This requirement only applies to employment positions that are in a special risk category or other mandatory testing classifications consistent with applicable laws. The list of positions that require drug testing shall be maintained by the Human Resources Designee.
2. Present a valid Social Security card.
3. Present proof of:
 - a. Education, if required by the position.
 - b. Date of birth.
 - c. Citizenship or resident alien status.
 - d. Separation from the Armed Forces (DD-214 Form).
 - e. Be subject to a background investigation, if required by the position.
 - f. Present a valid Florida Driver's License, where required by the position.

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

4.06 Employee Benefits

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

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

The following benefit programs are available to eligible employees:

Holidays (see Section 5)

Vacation (see Section 6)

Sick Leave (see Section 7)

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

Health Insurance (see Section 14.04)

Life Insurance (see Section 14.04)

Retirement Plan (see Section 14.02)

Employee Assistance Program (consult City Manager or Department Head)

Voluntary Deferred Compensation (consult City Manager or Department Head)

4.07 Transfers

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

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

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

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

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

4.08 Promotions

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

4.09 Demotions

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

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

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

4.10 Reinstatements

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

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

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

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

4.11 Initial Probationary Period

The initial probationary period is intended to give new employees the opportunity to demonstrate their ability to achieve a satisfactory level of performance and to determine whether the new position meets their expectations. Lake Alfred uses this period to evaluate employee capabilities, work habits, and overall performance.

All new and rehired employees work on a probationary basis for one (1) year after their date of hire. Employees who are promoted or transferred within Lake Alfred must complete a secondary probationary period of six months with each reassignment to a new position. Any significant absence, as determined by the appropriate Department Head, will automatically extend a

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

In cases of promotions or transfers within the City, an employee who, in the sole judgment of management, is not successful in the new position can be removed from that position at any time during the secondary probationary period. If this occurs, the employee may be allowed to return to his or her former job or to a comparable job for which the employee is qualified, depending on the availability of such positions and the City's needs.

Upon satisfactory completion of the initial probationary period, employees enter the "regular" employment classification. The probationary period will not include any other time served on an emergency or temporary basis. A probationary employee will receive credit for the probationary term for the purpose of accruing benefits when and if the employment status is converted to full time regular appointment. A new employee in their initial probationary period employee will be ineligible to receive accrued benefits should he/she become separated for any reason during the probationary period. A probationary employee, as a result of a transfer or promotion, will carry over, continue and have utilization of all accrued benefits.

During the initial probationary period, new employees are eligible for those benefits that are required by law, such as workers' compensation insurance and Social Security. After becoming regular employees, they may also be eligible for other Lake Alfred-provided benefits, subject to the terms and conditions of each benefits program. Employees should read the information for each specific benefits program for the details on eligibility requirements.

Benefits eligibility and employment status are not changed during the secondary probationary period that results from a promotion or transfer within Lake Alfred.

New employees in Police or Fire Departments, who must meet State minimum standards, shall be probationary for one (1) year after completion of State minimum standards and/or date of hire.

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

4.12 Hours of Work

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

4.13 Timekeeping

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

4.14 Paydays

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

4.15 Overtime

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

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

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

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

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

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

- A. At the time of the move does not create overtime.
- B. K-Day exchange occurs on the same shift and within the same 13-shift cycle.

- C. Does not exceed the number of personnel allowed off per shift.
- D. Does not cause a shortage of personnel on a shift.
- E. Exchange is of mutual agreement by all parties.
- F. Called back into work on a scheduled day off for K-Day.

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

4.16 Attendance

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

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

4.17 Performance Evaluations

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

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

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

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

4.18 Employee Training

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

4.19 Physical Examination/Testing Procedures

To help ensure that employees are able to perform their duties safely, physical and/or medical examinations may be required. If a second test is required for any reason, the individual employee, at the discretion of the appropriate Department Head, will be held responsible for the cost of the exam.

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

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

4.20 Drug Free Workplace Program

The City of Lake Alfred has adopted a Drug Free Workplace Program Policy, which is on file at the City Clerk's office.

4.21 Restricted Duty Assignment

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

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

A. Qualifications for Restricted Duty

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

B. Application for Restricted Duty

1. Injuries on the Job - A qualified employee who has been injured on the job may request a restricted duty assignment following receipt of Return to Work (with restrictions) authorization from the City's Worker's Compensation Medical Review Officer and, where necessary, the employee's personal attending physician.

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

C. Administration

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

D. Periodic Medical Evaluations

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

E. Duration of Restricted Duty Assignments

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

Requirements to Remain in Authorized Leave Status

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

F. Restrictions while on Restricted Duty

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

G. Management Discretion

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

4.22 Tuition Reimbursement Program

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

4.23 Commercial Driver's License (CDL) Assistance Program

The City may establish and implement a CDL Assistance Program ~~that may be amended by~~ resolution.

4.24 Education Incentive Pay

The City may establish and implement an Educational Incentive Pay Program ~~that may be amended by~~ resolution.

SECTION 5 HOLIDAYS

5.01 Eligibility for Holiday Pay/Leave

All probationary or regular full-time employees will receive eight (8) hours off with pay for each of the holidays earned/observed. All probationary or regular part-time employees will receive four (4) hours off with pay for each of the holidays earned. See Section 5.03, Holiday on Work Day or payment as per Section 5.04 and 5.03.

An employee must be on "Active Pay Status" (See Section 2, Definitions of Terms) on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time/leave. A Doctor's note is required in order to be eligible for holiday pay if an employee is sick on the day prior and/or on the following day after the holiday, at the discretion of the Department Head.

5.02 Days Observed

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

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

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

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

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

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

5.02 Eligibility for Holiday Pay

~~All probationary or regular full-time employees will receive eight (8) hours off with pay for each of the holidays earned. All probationary or regular part-time employees will receive four (4) hours off with pay for each of the holidays earned. See Section 5.03, Holiday on Work Day or payment as per Section 5.01 and 5.03~~

~~An employee must be on "Active Pay Status" (See Section 2, Definitions of Terms) on the regularly scheduled working day immediately prior to a holiday and the regularly scheduled working day immediately following a holiday in order to qualify for the holiday time. A Doctor's note is required in order to be eligible for holiday pay if an employee is sick on the day prior and/or on the following day after the holiday, at the discretion of the Department Head.~~

5.03 Holiday on Work Day

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

An employee who takes unauthorized leave on an observed holiday that he/she is scheduled to work on the day observed as a holiday and calls in sick will be charged with sick leave will be charged with sick/vacation leave and notwithstanding the other provisions within Section 5, shall not receive the benefit of the holiday.

5.04 Holiday on Leave Day

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

When a holiday falls within a leave without pay absence period, the employee shall not be paid for the holiday. (See 5.01: "Active Pay Status").

**SECTION 6
VACATION LEAVE**

6.01 Eligibility and Rate of Earning

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

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

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

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

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

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

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

6.02 Charging Leave

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

Holidays which occur during the period selected by the employee for vacation leave shall be charged against holiday leave and not to vacation leave. ~~(See Section 5.04, Holiday on-Leave Day).~~

~~Vacation Leave may be taken as it is earned after six (6) months. Department Heads must approve all leave. Employees terminated voluntarily or involuntarily will be paid all earned accrued vacation time regardless of their time in service.~~

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

6.03 Requests for Leave

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

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

6.04 Use

Vacation leave may be granted for the following purposes:

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

6.05 Unused Vacation Leave

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

SECTION 7
SICK LEAVE

7.01 Eligibility and Rate of Earning

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

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

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

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

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

7.02 Charging Leave

Sick leave will be charged in one (1) hour minimum increments. Should a holiday occur during authorized sick leave, the holiday shall be charged to holiday leave. (See Section 5.04, Holiday on-Leave Day).

7.03 Requests for Leave

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

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

An employee who has exhausted sick leave, ~~but must be absent due to a use stated in Section 7.04,~~ must use vacation leave for the duration of the use or request Leave without Pay, ~~in accordance with provisions of Section 8.13.~~

An employee who has exhausted vacation ~~all leave benefits,~~ but must be absent due to a ~~use stated in Section 7.04,~~ must request Leave without Pay ~~in accordance with the provisions of Section 8.13 or~~ the employee may be subject to termination.

Family Medical Leave (FMLA) may be paid, unpaid or a combination of paid or unpaid, as provided in Section 8.13 and by the Family and Medical Leave Act (FMLA) of 1993. If the employee has accrued sick leave and/or vacation leave, the employee must use accrued sick leave and/or vacation leave first and then may take the remainder of the approved FMLA leave as unpaid.

7.04 Use

Sick leave may be granted for the following purposes:

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

7.05 Accrued Leave

Sick leave benefits will be calculated based on the employee's base pay rate at the time of absence. Sick leave benefits will continue to accumulate without limit. ~~Upon separation of employment, the employee will be paid out for an amount of accrued sick leave as determined in Section 7.06.~~

7.06 Unused Sick Leave

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

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

7.07 Volunteer Sick Leave Program

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

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

SECTION 8
MISCELLANEOUS LEAVES

8.01 Funeral Leave

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

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

~~Employees who take time off due to the death of a friend and/or co-worker will be paid up to four (4) hours of vacation time with supervisor's approval and documentation of the funeral.~~

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

8.02 Court Leave

A. Jury Duty

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

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

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

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

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

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

B. Witness Duty

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

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

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

8.03 Conference Leave

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

8.04 Compensatory Time

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

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

- F. Upon separation of employment with the City, the employee shall be paid for up to forty (40) hours of accrued compensatory time at their regular hourly rate.

8.05 Military Leave

In accordance with applicable law, a regular employee who is a commissioned reserve officer or reserve enlisted person in a reserve component of the Armed Forces or the National Guard of the United States will be entitled to full pay and without loss of benefits, not to exceed a maximum of seventeen (17) days in any one calendar year.

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

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

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

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

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

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

8.06 Civil Disorder or Natural Disaster

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

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

8.07 Examinations

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

8.08 Educational Leave

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

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

~~Requests for educational leave and/or reimbursement of educational expenses such as tuition, textbooks, etc. shall be approved by the City Manager.~~

8.09 Administrative Leave

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

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

8.10 Maternity Leave

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

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

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

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

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

8.11 Voting Leave

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

their scheduled work hours, the City of Lake Alfred will grant up to two hours of unpaid time off to vote.

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

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

8.12 Family and Medical Leave

- A. The City of Lake Alfred may grant up to twelve (12) weeks of Family and Medical Leave during each "rolling" twelve month period (measured backwards) to eligible employees, in accordance with the Family and Medical Leave Act of 1993 (FMLA). To be eligible, the employee must have worked for the City of Lake Alfred for at least twelve (12) months and have worked at least 1,250 hours during the twelve (12) month period immediately before the requested leave date. The employee is entitled to FMLA for one of the following reasons:
1. The birth and care of a child [leave completed within one (1) year of birth].
 2. The placement of a child with an employee for adoption or foster care [leave completed within one (1) year of placement].
 3. The care of a spouse (legally married), child, or parent with a serious health condition.
 4. The serious health condition of the employee. A serious health condition is defined as a condition which requires inpatient care at a hospital, hospice, a residential medical care facility, or a condition which requires continuing care by a licensed health care provider. Voluntary cosmetic treatments which are not medically necessary are excluded unless inpatient hospital care is required. Treatment for substance abuse is included when inpatient care is required.
- B. Eligible employees may take family and medical leave in consecutive weeks or use the leave intermittently. Leave for birth or adoption, or foster care of a child must be taken within one (1) year of the birth or placement of the child, and the City and the employee must mutually agree to the schedule before the employee may take the leave intermittently or work a reduced hour schedule.
- C. An employee requesting leave under this policy must submit the request in writing to his or her immediate supervisor with a copy to the Department Head except where leave is not foreseeable. The employee must give the City thirty (30) day notice of the requested leave. If it is not possible to give a thirty (30) day notice, the employee must give as much notice as is practical.
- D. An employee requesting leave for the care of his or her spouse, child or parent with a serious health condition or for the employee's serious health condition, are required to supply written certification of the serious health condition stating the date the condition began, diagnosis and the probable duration of the condition. If the leave is for the employee's serious health condition, the health care provider must state the employee is unable to perform assigned job duties.

- E. The completed leave of absence request and, if appropriate, the medical authorization is to be forwarded to the Department Head and City Manager for consideration of approval.
- F. Family and Medical Leave may be paid, unpaid or a combination of paid and unpaid. If the employee has accrued sick leave and/or vacation leave the employee must use accrued sick leave and/or vacation leave first and then may take the remainder of the approved FMLA leave as unpaid. FMLA leave shall run concurrently with all other forms of eligible leave (e.g. sick or vacation leave). Regular Full Time Employees shall be provided up to one (1) week of paid FMLA leave within an annual benefit period after accrued sick leave and/or vacation leave has been used.
- G. An employee who takes leave under this policy will be able to return to the same position or a position with equivalent status, pay, benefits, and other employment terms. The position will be the same or one which entails substantially equivalent skill, effort, responsibility and authority.
- H. Military caregiver leave allows an eligible employee who is the spouse, son, daughter, parent, or next of kin of a covered service member with a serious injury or illness to take up to a total of 26 workweeks of unpaid leave during a "single 12-month period" to provide care for the service member.

A covered service member is a current member of the Armed Forces, including a member of the National Guard or Reserves, who is receiving medical treatment, recuperation, or therapy, or is in outpatient status, or is on the temporary disability retired list for a serious injury or illness. A serious injury or illness is one that is incurred by a service member in the line of duty on active duty that may cause the service member to be medically unfit to perform the duties of his or her office, grade, rank, or rating. A serious injury or illness also includes injuries or illnesses that existed before the service member's active duty and that were aggravated by service in the line of duty on active duty.

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

- I. The intent of ~~Section 8.12~~ this section is to comply with the provisions of the Family Medical Leave Act and to provide reference information related to its primary provisions. Nothing stated within ~~section 8.12~~ this section shall be construed as to conflict with or to represent all applicable FMLA standards. Substantive information, specific questions, and up to date standards should be referred directly to the Department of Labor or through the City's Human Resources designee for verification.

8.13 Leave without Pay

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

The following provisions apply to leave without pay:

- 1. An employee granted leave without pay must keep the Department Head informed of his/her current activity and current address.

2. An employee who obtains either part-time or full-time employment elsewhere while on authorized leave without pay is required to notify the Department Head in writing within three (3) days of accepting such employment.
3. Failure to comply with all of the leave without pay policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or resign.
4. Any employee granted leave without pay shall contact the Department Head at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
6. Sick leave, vacation leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay unless on unpaid medical leave in accordance with the Family Medical Leave Act (FMLA).
7. An authorized leave without pay shall not constitute a break in service, but the time will not be credited toward retirement.
8. Employees wishing to continue their insurance coverage must pay all premiums while on leave without pay.

SECTION 9
EMPLOYEE RECOGNITION PROGRAM

9.01 Employee of the Quarter

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

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

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

9.02 Employee of the Year

Employee of the Year is selected from the four (4) recipients of the Employee of the Quarter. The City Manager and Department Heads shall select the recipient and they shall be recognized at the final quarterly meeting in December. The Employee of the Year receives a plaque and two (2) full days off with pay.

9.03 Longevity Recognition

Employees will be recognized for their service at the City in 5-year increments. Recipients will receive a certificate and pin for their recognition and acknowledgement at regularly scheduled City Commission Meetings.

SECTION 10
SEPARATIONS

10.01 Types of Separations

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

10.02 Resignation

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

10.03 Retirement

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

10.04 Health

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

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

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

10.05 Death

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

10.06 Reduction in Force (Lay-off)

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

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

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

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

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

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

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

Notwithstanding any other provision to the contrary, Aa laid-off employee shall be paid out for all eligible-accrued vacation, ~~and sick/sick leave, and compensatory time without reduction credits. An employee who is reinstated within one (1) year shall have unused their unpaid portion of sick-leave credits restored.~~

10.07 Dismissal / Discharge

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

Charges which form the basis for a dismissal of an employee shall be specific and shall be documented, including dates and places of incidents, and shall include documentation of progressive discipline (if any) in most cases, see Section 12, as specified within the disciplinary action section of this handbook. ~~by the supervisor or Department Head~~
-The procedure for dismissal shall be as follows:

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

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

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

10.08 Exit Interview

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

SECTION 11 SAFETY

11.01 Accident Prevention

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

11.02 Accident Reporting

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

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

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

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

11.03 Worker's Compensation

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

11.04 Security Inspections

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

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

SECTION 12
DISCIPLINARY ACTION

12.01 Intent

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

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

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

Depending upon the circumstances, acceptable disciplinary actions may include:

1. Written Warning/Counseling
2. Written Reprimand
3. Suspension
4. Demotion
5. Discharge

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

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

12.02 Types of Offenses

GROUP 1 OFFENSES

Occurrence	Disciplinary Action
1 st Offense	Written Warning

2 nd Offense	Written Reprimand and/or Suspension
3 rd Offense	Up to termination

Group 1 Offenses may include the following circumstances:

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

GROUP 2 OFFENSES

Occurrence	Disciplinary Action
1 st Offense	Written Reprimand and/or Suspension

2nd Offense Up to termination

Group 2 Offenses may include the following circumstances:

1. Multiple Group 1 Offenses.
2. Threatening, intimidating, coercing or interfering with fellow employees or supervisors at any time, including using abusive or vulgar language.
3. Failing to work overtime, special hours, or shifts after being scheduled according to overtime and standby duty policies.
4. Leaving assigned post at the end of a scheduled shift without being relieved by supervisor or relieving employee on the incoming shift, for those units operating on a twenty-four (24) hour basis.
5. Engaging in gambling, lottery or any other game of chance at City work stations at any time.
- 5.6. Making or publishing false, vicious or malicious statements concerning any employee, supervisor the City or its operations.
- 6-7. Being absent, ~~without permission or leaving work, or taking unpaid leave (See 8.13)~~ without permission.
- 7-8. Knowingly creating or contributing to unsafe and unsanitary conditions.
- 8-9. Any conduct which adversely affects the safety of the public or City personnel.
- 9-10. Causing accidental or preventable damage to City or Private Property including but not limited to; vehicles, equipment, tools, or personal possessions.
- 40-11. Inappropriate use of City vehicles.
- 44-12. Use of City property or time for the personal financial gain of an employee.
- 42-13. Provoking or instigating a fight or fighting on City property on company time.
- 43-14. Violating personnel policies.
- 44-15. Violating department policies or standards.
- 45-16. Refusal to give testimony in City lawsuits or investigations.
- 46-17. Showing discourtesy to persons whom the employee comes in contact with while in the performance of duties
- 47-18. Various other actions not specified above but similar in nature and degree of severity.

GROUP 3 OFFENSES

Occurrence	Disciplinary Action
1 st Offense	Up to termination

Group 3 Offenses may include the following circumstances:

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

otherwise brings, tends to bring or may reasonably expect to bring, discredit or disrepute upon that person or that person's employer.)

16. Incompetence or inefficiency in the performance of assigned duties.

17. Using alcohol, synthetic drugs, and/or controlled substances or being under the influence of same on the City's premises and/or on working time also including possession or sale of same substances or any other violation of the City's Drug Free Workplace Policy.

18. Failure to provide written notification to the City Manager or appropriate Department Head of charges that the employee has been arrested or that charges have been filed against the employee by any prosecuting agency within seventy-two (72) hours of any arrest or charges being filed.

19. Violation of Personnel Policies that establish, up to discharge or termination, within their respective (sub) sections.

20. Directly or indirectly participating in meter tampering, water or energy diversion, or other theft of City services either on the job or off duty.

21. Using or attempting to use political influence or bribery to secure an advantage of any manner.

22. Manager or supervisor instructing an employee to perform an illegal or unethical act.

23. Failure to obtain or maintain certification or licenses, within specified time frame outlined in job descriptions.

24. Failure to meet established standards of work, morality or ethics to the extent that the employee is unsuitable for employment with the City in the position in which the employee serves.

25. Various other actions not specified above but similar in nature and degree of severity.

12.03 Written Warning/ Counseling

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

Documentation under this subsection may be maintained within department records separate from the employee's personnel file. Continued or other disciplinary action resulting in a reprimand, suspension, or discharge may utilize records under this section as supporting documentation and be included in the employee's personnel file as a result. Documentation under this section will be maintained in department records ~~for a minimum of six (6) months~~ while the disciplinary action is "active" (See 12.01) and may be discarded afterwards at the discretion of the City Manager or appropriate Department Head.

12.04 Written Reprimand

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

12.05 Suspension

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

12.06 Appeals

The City Manager and ~~all City Department Heads as an Appeals Board~~ shall hear appeals in cases involving disciplinary actions of regular employees who have satisfactorily completed their initial probationary period. ~~A Department Head that has filed an appeal shall not sit on or have a vote within the Appeals Board.~~

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

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

12.07 Dismissal

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

SECTION 13
EMPLOYEE GRIEVANCE PROCEDURE

13.01 Purpose

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

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

13.02 Definition of a Grievance

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

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

13.03 Procedure

If a situation occurs when employees believe that a condition of employment or a decision affecting employment is unjust or inequitable, the employee is encouraged to make use of the following steps. The employee may discontinue the procedure at any step. ~~The EEO Plan procedures are not applicable to regular full-time employees.~~

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

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

13.04 General Provisions

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

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

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

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

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

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

SECTION 14
MISCELLANEOUS RULES AND BENEFITS

14.01 Vehicles

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

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

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

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

14.02 Retirement Plan

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

14.03 Unemployment Compensation

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

14.04 Insurance Benefits

A. Health Insurance

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

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

insurance coverage will not be effective until the 1st day of the month following the 60th day of employment.

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

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

B. Life Insurance

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

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

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

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

C. Benefits Continuation (COBRA)

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

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

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

14.05 Deductions

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

SECTION 15
POSITION CLASSIFICATION PLAN

15.01 Purpose

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

15.02 Uses

The position classification plan is used to:

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

15.03 Content

The position classification plan consists of:

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

15.04 Administration and Maintenance

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

15.05 Allocation of Positions

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

15.06 Position Reviews

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

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

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

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

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

15.07 Reclassification

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

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

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

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

Alternatively, if the assignment of additional duties or increased responsibilities is on a provisional basis, assignment pay may be granted ~~under the provisions set forth in Section 16.09~~ without reclassifying the position.

15.08 Position Control

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

SECTION 16
SALARY PLAN

16.01 Purpose

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

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

16.02 Content

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

16.03 Adoption and Amendment

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

16.04 Appointment and Starting Rates

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

16.05 Salary Increases

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

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

16.06 Promotion

When an employee is promoted to a position with a higher maximum salary, the employee's new salary shall be at least the minimum for the new salary range. Step increases obtained from the previous position within the City may be carried over to the new position. The decision will be made at the City Manager's discretion and shall be determined on a case by case basis without creating a precedent for other cases.

16.07 Demotion

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

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

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

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

16.08 Transfers

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

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

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

16.09 Assignment Pay

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

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

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

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

Application and interpretation of the provisions within ~~Section 16.09~~ this section shall be made at the discretion of the City Manager and shall be made on a case by case basis without creating a precedent.

SECTION 17
RECORDS AND REPORTS

17.01 Responsibility

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

17.02 Records

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

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

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

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

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

17.03 Records Retention and Disposition

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

17.04 Access to Personnel Files

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

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

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 6, 2014**

4.) RESOLUTION 13-14 HIGHWAY MAINTENANCE AGREEMENT

ISSUE: The City Commission will consider resolution 13-14 adopting the final millage rate for fiscal year 2014-2015.

ATTACHMENTS:

- Resolution 13-14
- Agreement

ANALYSIS: the City of Lake Alfred entered into an agreement on October 20, 2011 between the State of Florida Department of Transportation and the City of Lake Alfred to perform Mowing (Large, Intermediate, and Slope), Litter Removal, Mechanical Sweeping, and Edging and Sweeping.

The term of this agreement has been proposed for a period of three years for the following scope of services:

- Perform mowing (Large, Intermediate, and Slope)
- Litter Removal
- Mechanical street sweeping
- Edging and sweeping

The previous agreement was (\$30,315.37) and the current agreement is (\$24,211.23) for a difference of \$6,104.14. The new formula was based upon current state contractors' prices.

STAFF RECOMMENDATION: Approval of Resolution 13-14

RESOLUTION NO. 13-14

A RESOLUTION OF THE CITY OF LAKE ALFRED, FLORIDA; REGARDING MOWING, LITTER REMOVAL AND RELATED MAINTENANCE FOR THE STATE HIGHWAY SYSTEM LOCATED WITHIN THE CITY LIMITS OF THE CITY OF LAKE ALFRED, FLORIDA, AND AUTHORIZING THE MAYOR TO EXECUTE A RENEWAL AGREEMENT WITH THE STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION FOR HIGHWAY MOWING, LITTER REMOVAL, AND RELATED MAINTENANCE DURING FISCAL YEARS 2014-2015, 2015-2016, AND 2016-2017; PROVIDING FOR SEVERABILITY, REPEAL AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the State of Florida Department of Transportation, hereinafter referred to as the FDOT, proposes to compensate the City of Lake Alfred for right-of-way maintenance on the State Highway System that is located within the municipal limits of the City of Lake Alfred, Florida; and

WHEREAS, it is necessary for the City of Lake Alfred to execute and deliver to the FDOT the renewal agreement identified as the FDOT Maintenance Agreement No. BDY74, hereinafter referred to as the Agreement and attached hereto as Exhibit "A" and incorporated by reference,

WHEREAS, on March 17, 2011 the City of Lake Alfred entered into a previous Maintenance Agreement with FDOT to perform Mowing (Large, Intermediate, and Slope), Litter Removal, Mechanical Sweeping, and Edging and Sweeping for the State Highway System located within the municipal limits of the City of Lake Alfred, Florida; and

WHEREAS, the terms of the proposed Agreement with the FDOT shall be for a period of three (3) years from the date of execution and FDOT agrees to pay the City of Lake Alfred the sum of Twenty Four Thousand Two Hundred Eleven Dollars and Twenty Three Cents (\$24,211.23) per fiscal year to perform the designated maintenance services; and

WHEREAS, the City agrees to utilize the U.S. Department of Homeland's Security's E-Verify system to verify the employment eligibility of all new employees hired by the City of Lake Alfred during the term of the Agreement; and

WHEREAS, the City Commission for the City of Lake Alfred, Florida finds that is is in the best interests of the citizens and residents of the City of Lake Alfred and furthers the health, safety and welfare of the citizens and residents of the City of Lake Alfred, Florida, to enter into the Agreement with FDOT attached hereto as Exhibit "A".

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

SECTION 1: The factual recitations set forth above are hereby incorporated herein and are the factual basis for the passage of this Resolution.

SECTION 2: The Agreement with the FDOT attached hereto as Exhibit "A" is approved.

SECTION 3: The Mayor is hereby authorized and directed to execute and deliver the Agreement with FDOT attached hereto as Exhibit "A" and incorporated by reference herein and any future supplements or amendments, during the term of the original Agreement approved by this Resolution.

SECTION 4: All Resolutions inconsistent with this Resolution are repealed to the extent necessary to give this Resolution full force and affect.

SECTION 5: If any portion of this Resolution is declared invalid or unenforceable, then to the extent it is possible to do so without destroying the overall intent and effect of this Resolution, the portion deemed invalid or unenforceable shall be severed here from and the remainder of this Resolution shall continue in full force and effect as if it were enacted without including the portion found to be invalid or unenforceable.

SECTION 6: 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 Regular Session this 6th day of October, 2014.

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

ATTEST:

Nancy Z. Daley, Mayor

Linda Bourgeois, M.M.C.
City Clerk

Approved as to form:

Frederick J. Murphy, Jr., City Attorney

**STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
MAINTENANCE AGREEMENT**

This is an Agreement by and between the **STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION**, an Agency of the State of Florida, (hereinafter, "**DEPARTMENT**") and the **CITY OF LAKE ALFRED** (hereinafter, "**AGENCY**") for the **AGENCY** to provide maintenance services.

WITNESSETH

1. WHEREAS, the **AGENCY** has the authority to enter into said Agreement and to undertake the project hereinafter described, and the **DEPARTMENT** has been granted the authority to function adequately in all areas of appropriate jurisdiction and is authorized under Fla. Stat. §334.044 to enter into this Agreement; and
2. WHEREAS, the **AGENCY** by Resolution No. _____ dated the _____ day of _____, _____, a copy of which is attached hereto and made a part hereof, has authorized its officers to enter into this Agreement.

NOW, THEREFORE, in consideration of the mutual covenants, promises and representations contained herein, the parties agree as follows:

I. SERVICES AND PERFORMANCE

1. The **AGENCY** shall furnish certain services as described in ATTACHMENTS A and B, attached hereto and made a part hereof.
2. Locations, activities, quantities, cycles, and unit costs to be performed are listed in ATTACHMENT A.
3. Descriptions of how the activities are to performed are included in ATTACHMENT B.
4. A Supplemental Agreement shall be executed by both parties for any additions or deletions to the work described in ATTACHMENTS A and/or ATTACHMENT B. No work may commence without an executed Supplemental Agreement involving any such changes or revisions required to be covered in a Supplemental Agreement. Performance of any such services prior to the execution of a Supplemental Agreement will result in nonpayment of those services.
5. The **DEPARTMENT** will be entitled at all times to be advised, at its request, as to the status of work being done by the **AGENCY** and of the details thereof. Coordination shall be maintained by the **AGENCY** with representatives of the **DEPARTMENT**.
6. All services shall be performed by the **AGENCY** to the satisfaction of the Director who shall decide all questions, difficulties and disputes of any nature whatsoever that may arise under or by reason of this Agreement. The Director's decision upon all claims, questions and disputes shall be final and binding upon all parties. Adjustments of compensation and contract time because of any major changes in the work that may become necessary or desirable shall be left to the absolute discretion of the Director.

7. The work specified in this Agreement is governed by ATTACHMENT A and ATTACHMENT B.
8. Reference herein to Director shall mean the DEPARTMENT'S District Secretary for District One, or authorized designee.
9. Upon execution of the Agreement, the NOTICE TO PROCEED signed by the District Secretary, or designee, will be sent to the AGENCY. The NOTICE TO PROCEED must be issued to the AGENCY within sixty (60) days after Agreement execution.

II. TERM

1. This Agreement shall take effect on the execution date listed on page 7. The term for providing service under this Agreement shall be a period of three (3) years ("INITIAL SERVICE TERM"). Calculation for the INITIAL SERVICE TERM shall begin on the fourteenth (14th) calendar day after issuance of the NOTICE TO PROCEED, or on the day the AGENCY begins work after receipt of the NOTICE TO PROCEED, whichever date is earlier.
2. Prior to expiration of the INITIAL SERVICE TERM, and subject to mutual agreement of the parties, this Agreement may be renewed ("RENEWAL TERM") for an additional three (3) years. Renewals shall be contingent upon satisfactory performance evaluations by the DEPARTMENT. The DEPARTMENT'S performance and obligation to pay under any such renewal is contingent upon an annual appropriation by the Legislature. Any renewal or extension shall be in writing and executed by both parties, and shall be subject to the same terms and conditions set forth in this Agreement.
3. The AGENCY shall provide services unless terminated in accordance with Section VI below of this Agreement.

III. COMPENSATION AND PAYMENT

1. The DEPARTMENT shall pay the AGENCY for services rendered in accordance with this Agreement annually, as follows:

Three (3) quarterly lump sum payments will be made in the amount of **Six Thousand Fifty Two Dollars and Eighty One Cents (\$6,052.81)** and one (1) quarterly lump sum payment will be made in the amount of **Six Thousand Fifty Two Dollars and Eighty Cents (\$6,052.80)**. The total annual contract/expenditure amount is **Twenty Four Thousand Two Hundred Eleven Dollars and Twenty Three Cents (\$24,211.23)**, unless the contract is amended.

The total contract amount, unless amended, for all three (3) years is **Seventy Two Thousand Six Hundred Thirty Three Dollars and Sixty Nine Cents (\$72,633.69)**.

2. The lump sum payment above is based on the unit price for services that are listed in ATTACHMENT A.

3. The **DEPARTMENT** shall have the right to retain out of any payment due the **AGENCY** under this Agreement an amount sufficient to satisfy any amount due and owing to the **DEPARTMENT** by the **AGENCY** on any other Agreement between the **AGENCY** and the **DEPARTMENT**.
4. Payment shall be made only after receipt and approval of goods and services unless advance payments are authorized by the State Comptroller under Fla. Stat. §215.422(14).
5. If this Agreement involves units of deliverables, then such units must be received and accepted in writing by the **DEPARTMENT'S** Project Manager prior to payments.
6. Bills for fees or other compensation for services or expenses shall be submitted in detail sufficient for a proper pre-audit and post-audit thereof.
7. **AGENCY** providing goods and services to the **DEPARTMENT** should be aware of the following time frames. Upon receipt, the **DEPARTMENT** has five (5) working days to inspect and approve the goods and services, unless the Agreement specifies otherwise. The **DEPARTMENT** has twenty (20) days to deliver a request for payment (voucher) to the **DEPARTMENT** of Banking and Finance. The twenty (20) days are measured from the latter of the date the invoice is received or the goods or services are received, inspected and approved.
8. If a payment is not available within forty (40) days, a separate interest penalty in accordance with Fla. Stat. §215.422(3)(b), will be due and payable, in addition to the invoice amount, to the **AGENCY**. Interest penalties of less than one (1) dollar will not be enforced unless the **AGENCY** requests payment. Invoices which have to be returned to an **AGENCY** because of **AGENCY** preparation errors will result in a delay in the payment. The invoice payment requirements do not start until a properly completed invoice is provided to the **DEPARTMENT**.
9. A Vendor Ombudsman has been established within the **DEPARTMENT** of Banking and Finance. The duties of this individual include acting as an advocate for contractors/vendors who may be experiencing problems in obtaining timely payment(s) from a state **AGENCY**. The Vendor Ombudsman may be contacted at (850) 413-5516.

Records of costs incurred under terms of this Agreement shall be maintained and made available upon request to the **DEPARTMENT** at all times during the period of this Agreement and for three (3) years after final payment is made. Copies of these documents and records shall be furnished to the **DEPARTMENT** upon request. Records of costs incurred include the **AGENCY'S** general accounting records and the project records, together with supporting documents and records of the **AGENCY** and all subcontractors performing work on the project, and all other records of the **AGENCY** and subcontractors considered necessary by the **DEPARTMENT** for a proper audit of costs.

10. The **DEPARTMENT**, during any fiscal year, shall not expend money, incur any liability, or enter into any contract which, by its terms, involves the expenditure of money in excess of the amounts budgeted as available for expenditure during such fiscal year. Any contract, verbal or written, made in violation of this subsection is null and void, and no money may be paid on such contract. The **DEPARTMENT** shall require a statement

from the Comptroller of the **DEPARTMENT** that funds are available prior to entering into any such contract or other binding commitment of funds. Nothing herein contained shall prevent the making of contracts for periods exceeding one year, but any contract so made shall be executory only for the value of the services to be rendered or agreed to be paid for in succeeding fiscal years. Accordingly, the State of Florida's performance and obligation to pay under this Agreement is contingent upon an annual appropriation by the Legislature.

11. A person or affiliate who has been placed on the convicted vendor list following a conviction for a public entity crime may not submit a bid on a contract to provide any goods or services to a public entity, may not submit a bid on a contract with a public entity for the construction or repair of a public building or public work, may not submit bids on leases of real property to a public entity, may not be awarded or perform work as a contractor, supplier, subcontractor, or consultant under a contract with any public entity and may not transact business with any public entity in excess of the threshold amount provided in Fla. Stat. §287.017, for Category Two for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.

IV. INDEMNITY AND INSURANCE

1. **LIABILITY INSURANCE.** The **AGENCY** shall carry and keep in force during the period of this Agreement a general liability insurance policy or policies with a company or companies authorized to do business in Florida, affording public liability insurance with combined bodily injury limits of at least \$250,000 per person and \$500,000 each occurrence, and property damage insurance of at least \$50,000 each occurrence, for the services to be rendered in accordance with this Agreement. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.
2. **WORKER'S COMPENSATION.** The **AGENCY** shall also carry and keep in force Worker's Compensation insurance as required for the State of Florida under the Worker's Compensation Law. In the alternative, the **AGENCY** may satisfy the requirements of this paragraph by providing to the **DEPARTMENT** written evidence of being self-insured.

V. COMPLIANCE WITH LAWS

1. The **AGENCY** shall allow public access to all documents, papers, letters, or other material subject to the provisions of Fla. Stat. §119, and made or received by the **AGENCY** in conjunction with this Agreement. Failure by the **AGENCY** to grant such public access shall be grounds for immediate unilateral cancellation of this Agreement by the **DEPARTMENT**.
2. The **AGENCY** shall comply with all federal, state and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, religion, sex or national origin in the performance of work under this Agreement.
3. E-Verify. The Agency shall utilize the U.S. Department of Homeland Security's E-Verify

system to verify the employment eligibility of all new employees hired by the Agency during the term of the Agreement and shall expressly require any subcontractors performing work or providing services pursuant to the Agreement to likewise utilize the U.S. Department of Homeland Security's E-Verify System to verify the employment eligibility of all new employees hired by the subcontractor during the Agreement term.

VI. TERMINATION AND DEFAULT

1. This Agreement may be canceled by the **DEPARTMENT** in whole or in part at any time the interest of the **DEPARTMENT** requires such termination. The **DEPARTMENT** also reserves the right to seek termination or cancellation of this Agreement in the event the **AGENCY** shall be placed in either voluntary or involuntary bankruptcy. The **DEPARTMENT** further reserves the right to terminate or cancel this Agreement in the event an assignment is made for the benefit of creditors. This Agreement may be canceled by the **AGENCY** upon sixty (60) days written notice to the **DEPARTMENT**.
2. If the **DEPARTMENT** determines that the performance of the **AGENCY** is not satisfactory, the **DEPARTMENT** shall have the option of (a) immediately terminating the Agreement, or (b) notifying the **AGENCY** of the deficiency with a requirement that the deficiency be corrected within a specified time, otherwise the Agreement will be terminated at the end of such time, or (c) take whatever action is deemed appropriate by the **DEPARTMENT**.
3. If the **DEPARTMENT** requires termination of the Agreement for reasons other than unsatisfactory performance of the **AGENCY**, the **DEPARTMENT** shall notify the **AGENCY** of such termination, with instructions to the effective date of termination or specify the stage of work at which the Agreement is to be terminated.

If the Agreement is terminated before performance is completed, the **AGENCY** shall be paid only for that work satisfactorily performed for which costs can be substantiated. Such payment, however, may not exceed an amount which is the same percentage of the contract price as the amount of work satisfactorily completed is a percentage of the total work called for by this Agreement. All work in progress will become the property of the **DEPARTMENT** and will be turned over promptly by the **AGENCY**.

VII. MISCELLANEOUS

1. The **AGENCY** and the **DEPARTMENT** agree that the **AGENCY**, its employees, and subcontractors are not agents of the **DEPARTMENT** as a result of this Agreement for purposes other than those set out in Fla. Stat. §337.274.
2. All words used herein in the singular form shall extend to and include the plural. All words used in the plural form shall extend to and include the singular. All words used in any gender shall extend to and include all genders.
3. This Agreement embodies the whole agreement of the parties. There are no promises, terms, conditions, or obligations other than those contained herein, and this Agreement shall supersede all previous communications, representations, or agreements, either verbal or written, between the parties hereto.

4. It is understood and agreed by the parties hereto that if any part, term or provision of this Agreement is by the courts held to be illegal or in conflict with any law of the State of Florida, the validity of the remaining portions or provisions shall not be affected, and the rights and obligations of the parties shall be construed and enforced as if the Agreement did not contain the particular part, term or provision held to be invalid.
5. This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.

VIII. ATTACHMENTS

1. All ATTACHMENTS referenced in this Agreement are incorporated and made a part of this Agreement.

ATTACHMENT A – Location and Cost Breakdown

ATTACHMENT B – Description of Maintenance Activities

IX. EXECUTION

In witness whereof, _____ has caused this Agreement to be executed in its behalf, by the _____ or its designee, as authorized by its Resolution, and the **FLORIDA DEPARTMENT OF TRANSPORTATION** has caused this agreement to be executed in its behalf through its District Secretary or authorized designee. The execution date of this Agreement shall be this _____ day of _____, _____, FDOT to enter effective date.

LAKE ALFRED, FLORIDA

ATTEST:

BY: _____

CLERK

(SEAL)

BY: _____

TITLE

DATE

PRINT NAME

DATE

LAKE ALFRED LEGAL REVIEW:

BY: _____

DATE

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

ATTEST:

BY: _____

EXECUTIVE SECRETARY (SEAL)

BY: _____

DISTRICT ONE SECRETARY OR DESIGNEE

PRINT NAME

DATE

PRINT NAME

DATE

JZL 9/15/14
LEGAL REVIEW:

AVAILABILITY OF FUNDS APPROVAL:

August 29, 2014

DATE

DATE

DISTRICT MAINTENANCE ADMINISTRATOR
APPROVAL: *[Signature]*

DATE

ATTACHMENT "A"
LOCATIONS AND PRICES FOR CITY OF LAKE ALFRED

Location: 1

Section: 16020000 **Mile Post:** 14.222 - 18.206
State Road: SR 17/92, From Locke Street to Lake Henry Golf Course

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	30	Acres	11	\$14.38	\$4,745.40
Intermediate Machine Mowing	3.4	Acres	11	\$50.64	\$1,893.94
Litter Removal	33.4	Acres	12	\$10.07	\$4,036.06
Mechanical Sweeping	6.8	Edge Mi	12	\$39.61	\$3,232.18
Edging and Sweeping	7.6	Curb Mi	6	\$72.89	\$3,323.78

Location: 2

Section: 16020102 **Mile Post:** 0.000 - 0.816
State Road: SR 17/92, Southbound from Seminole Avenue to East Echo Street

Activity	Quantity	Units	Cycles	Unit Cost	Location Cost
Large Machine Mowing	4	Acres	11	\$14.38	\$632.72
Slope Mowing	1	Acres	6	\$75.63	\$453.78
Intermediate Machine Mowing	1.8	Acres	11	\$50.64	\$1,002.67
Litter Removal	6.8	Acres	12	\$10.07	\$821.71
Mechanical Sweeping	3.5	Edge Mi	12	\$39.61	\$1,663.62
Edging and Sweeping	5.5	Curb Mi	6	\$72.89	\$2,405.37

SUMMARY			
Activity	Quantity	Units Cost	Cycles
Large Machine Mowing	34	\$14.38	11
Slope Mowing	1	\$75.63	6
Intermediate Machine Mowing	5.2	\$50.64	11
Litter Removal	40.2	\$10.07	12
Mechanical Sweeping	10.3	\$39.61	12
Edging and Sweeping	13.1	\$72.89	6

Total Annual Cost	\$24,211.23
Three Quarterly Payments	\$6,052.81
One Quarterly Payment	\$6,052.80

**ATTACHMENT "B"
SPECIFICATIONS**

MAINTENANCE OF TRAFFIC.

(REV 6-5-14)

SUBARTICLE 102-3.1 is deleted and the following substituted:

102-3.1 Beginning Date of Contractor's Responsibility:

Maintain traffic starting the day work begins on the project, on the first day Contract time is charged, or on the day work begins on the work order, whichever is earlier.

SUBARTICLE 102-3.2 is deleted and the following substituted:

102-3.2 Worksite Traffic Supervisor:

Provide a worksite traffic supervisor in accordance with Section 105 with all equipment and materials needed to set up, take down, maintain traffic control, and handle traffic-related situations.

The worksite traffic supervisor is to perform the following duties:

1. On site direction of all traffic control on the project.
2. Is on site during all set up and take down, and performs a drive through inspection immediately after set up.
3. Is on site during all nighttime operations ensuring proper MOT.
4. Immediately corrects all safety deficiencies and corrects minor deficiencies that are not immediate safety hazards within 24 hours.
5. Is available on a 24 hour per day basis and present at the site within 45 minutes after notification of an emergency situation and is prepared to respond to repair the work zone traffic control or to provide alternate traffic arrangements.
6. Conducts daily daytime and weekly nighttime inspections of projects with predominately daytime work activities, and daily nighttime and weekly daytime inspections of projects with predominantly nighttime work activities of all traffic control devices, traffic flow, pedestrian, bicyclist, and business accommodations.

Advise the project personnel of the schedule of these inspections and give them the opportunity to join in the inspection as is deemed necessary. Pedestrians are to be accommodated with a safe, accessible travel path around work sites separated from mainline traffic in compliance with the Americans with Disabilities Act (ADA) Standards for Transportation Facilities. Maintain existing or detour bicycle facilities satisfactorily throughout the project limits. Existing businesses in work areas are to be provided with adequate entrances for vehicular and pedestrian traffic during business hours.

The Department may disqualify and remove from the project a worksite traffic supervisor who fails to comply with the provisions of this Section. The Department may temporarily suspend all activities, except traffic, erosion control and such other activities that are necessary for project maintenance and safety, for failure to comply with these provisions.

SUBARTICLE 102-5.3 is deleted and the following substituted:

102-5.4 Crossings and Intersections:

Provide and maintain adequate accommodations for intersecting and crossing traffic. Do not block or unduly restrict any road or street crossing the project unless approved by the Engineer. Maintain all existing actuated or traffic responsive mode signal operations for main and side street movements for the duration of the Contract. Restore any loss of detection within 12 hours. Use only detection technology listed on the Department's Approved Products List (APL) and approved by the Engineer to restore detection capabilities. Before beginning any construction, provide the Engineer the names and phone numbers of persons that can be contacted when signal operation malfunctions.

SUBARTICLE 102-9.1 is deleted and the following substituted:

102-9.1 Installation and Maintenance:

Install and maintain temporary traffic control devices as detailed in the Plans, Index 600 of the Design Standards and when applicable, in accordance with the approved vendor drawings, as provided on the Department's Qualified Products List (QPL) or the Department's Approved Products List (APL). Erect the required temporary traffic control devices to prevent any hazardous conditions and in conjunction with any necessary traffic re-routing to protect the traveling public, workers, and to safeguard the work area. Use only those devices that are on the QPL or the APL. Immediately remove or cover any devices that do not apply to existing conditions.

All temporary traffic control devices must meet the requirements of National Cooperative Highway Research Program Report 350 (NCHRP 350) or the Manual for Assessing Safety Hardware 2009 (MASH) and current FHWA directives. Manufacturers seeking evaluation must furnish certified test reports showing that their product meets all test requirements set forth by NCHRP 350 or the MASH. Manufacturers seeking evaluation of Category I devices for inclusion on the QPL shall include the manufacturer's self-certification letter. Manufacturer's seeking evaluation of Category II and Category III devices for inclusion on the QPL shall include the FHWA WZ numbered acceptance letter with attachments and vendor drawings of the device in sufficient detail to enable the Engineer to distinguish between this and similar devices. For devices requiring field assembly or special site preparation, vendor drawings shall include all field assembly details and technical information necessary for proper application and installation. Vendor drawings for Category III devices must be signed and sealed by a Professional Engineer registered in the State of Florida. Manufacturers seeking evaluation of Category IV devices for inclusion on the QPL or APL must comply with the requirements of Section 990 and include detailed vendor drawings of the device along with technical information necessary for proper application, field assembly and installation.

The QPL or APL number is to be permanently marked on the device at a readily visible location. Sheeting used on devices is exempt from this marking requirement.

Notify the Engineer of any scheduled operation that will affect traffic patterns or safety sufficiently in advance of commencing such operation to permit review of the plan for the proposed installation of temporary traffic control devices.

Assign an employee the responsibility of maintaining the position and condition of all temporary traffic control devices throughout the duration of the Contract. Keep the Engineer advised at all times of the identification and means of contacting this employee on a 24 hour basis.

Maintain temporary traffic control devices in the correct position, properly oriented, clearly visible and clean, at all times. All traffic control devices shall meet acceptable standards as outlined in American Traffic Safety Services Association (ATSSA) "Quality Guidelines for Temporary Traffic Control Devices and Features". Immediately repair, replace or clean damaged, defaced or dirty devices.

SUBARTICLE 102-9.2 is deleted and the following substituted:

102-9.2 Work Zone Signs:

Furnish, install, maintain, remove and relocate signs in accordance with the Plans and Design Standards, Index No. 600. Use signs that meet the material and process requirements of Section 994. Use Type IV sheeting for fluorescent orange work zone signs. Roll-up signs shall meet the requirements of Type VI sheeting. Use Type IV or Type XI sheeting for all other work zone signs. Attach the sign to the sign support using hardware meeting the manufacturer's recommendations on the QPL vendor drawings or as specified in the Design Standards.

102-9.2.1 Post Mounted Signs:

Meet the requirements of 990-8.

102-9.2.2 Portable Signs:

Use only approved systems, which includes sign stands and attachment hardware (nuts, bolts, clamps, brackets, braces, etc.), meeting the vendor requirements specified on the QPL drawings. Provide Federal Highway Administration's (FHWA) accepted sign substrate for use with accepted sign stands on the National Highway System (NHS) under the provisions of the NCHRP Report 350 "Recommended Procedures for the Safety Performance Evaluation of Highway Features."

102-9.2.3 Barrier Mounted Signs:

If post mounting criteria cannot be achieved in accordance with Design Standards, Index No. 600 and a barrier or traffic railing exists, use temporary sign criteria provided in Design Standards, Index No. 11871.

SUBARTICLE 102-9.5 is deleted and the following substituted:

102-9.5 Channelizing Devices:

Furnish and install channelizing devices in accordance with the Plans and Design Standards.

102-9.5.1 Retroreflective Collars for Traffic Cones:

Use collars for traffic cones listed on the QPL that meet the requirements of Section 990. Use cone collars at night designed to properly fit the taper of the cone when installed. Place the upper 6 inch collar a uniform 3-1/2 inches distance from the top of the cone and the lower 4 inch collar a uniform 2 inches distance below the bottom of the upper 6 inch collar. Collars are to be capable of being removed for temporary use or attached permanently to the cone in accordance with the manufacturer's recommendations. Provide a white sheeting having a smooth outer surface and that has the property of a retroreflector over its entire surface.

102-9.5.2 Barrier Wall (Temporary):

Furnish, install, maintain, remove and relocate a temporary barrier wall in accordance with the Plans. Temporary concrete barrier wall used on roadway sections shall comply with Design Standards, Index Nos. 412, 415 or 414. Temporary concrete barrier wall used on bridge and wall sections shall comply with Design Standards, Index No 414. Temporary water filled barrier wall used on roadway sections shall meet the NCHRP Report 350 criteria or the MASH and be listed on the QPL. Barriers meeting the requirements of Design Standards, Index Nos. 412, 415 or temporary water filled barriers on the QPL will not be accepted as an alternate to barriers meeting the requirements of Design Standards, Index No. 414.

102-9.5.3 Glare Screen (Temporary):

Use temporary glare screens listed on the QPL that meet the requirements of Section 990. Furnish, install, maintain, remove and relocate glare screen systems in conjunction with temporary barrier wall at locations identified in the Plans.

The anchorage of the glare screen to the barrier shall be capable of safely resisting an equivalent tensile load of 600 pounds per foot of glare screen, with a requirement to use a minimum of three fasteners per barrier section.

When glare screen is utilized on temporary barrier wall, warning lights will not be required.

102-9.5.4 Longitudinal Channelizing Devices (LCDs):

Furnish LCDs in accordance with the Plans and Design Standards. LCDs are categorized as vehicular or pedestrian and shall be interlocked. For LCDs requiring internal ballasting, an indicator that clearly identifies the proper ballast level will be required.

Use alternating orange and white pattern for solid color vehicular LCDs. Vehicular LCDs may be substituted for drums, vertical panels, or barricades.

ARTICLE 102-11 is deleted and the following substituted:

102-11 Method of Measurement.**102-11.1 General:**

Devices installed/used on the project on any calendar day or portion thereof, within the allowable Contract Time, including time extensions which may be granted, will be paid for at the Contract unit price for the applicable pay item, except those paid for as Lump Sum.

102-11.2 Traffic Control Officers:

The quantity to be paid for will be at the Contract unit price per hour (4 hour minimum) for the actual number of officers certified to be on the project site, including any law enforcement vehicles and all other direct and indirect costs. Payment will be made only for those traffic control officers specified in the Plans and authorized by the Engineer.

102-11.3 Special Detours:

When a detour facility is specifically detailed in the Plans, or is otherwise described or detailed as a special item, and an item for separate payment is included in the proposal, the work of constructing, maintaining, and subsequently removing such detour facilities will be paid for separately. Traffic control devices, warning devices, barriers, signing, and pavement markings for special detours will also be paid for separately.

When the Plans show more than one detour, each detour will be paid for separately, at the Contract lump sum price for each.

Where a separate item for a specific detour facility is included in the proposal, payment will be made under special detour.

102-11.4 Commercial Material for Driveway Maintenance:

The quantity to be paid for will be the certified volume, in cubic yards, of all materials authorized by the Engineer, acceptably placed and maintained for driveway maintenance. The volume, which is authorized to be reused, and which is acceptably salvaged, placed, and maintained in other designated driveways will be included again for payment.

102-11.5 Work Zone Signs:

The number of temporary post-mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for work zone signs. When multiple signs are located on single or multiple posts, each sign panel will be paid individually. Signs greater than 20 square feet and detailed in the Plans will be paid for under Lump Sum MOT.

Temporary portable signs (excluding mesh signs) and vehicular mounted signs will be included for payment under work zone signs, only if used in accordance with the Design Standards.

The number of temporary barrier mounted signs (temporary regulatory, warning and guide) certified as installed/used on the project will be paid for at the Contract unit price for barrier mounted work zone signs.

102-11.6. Business Signs:

The number of business signs certified as installed/used on the project will be paid for at the Contract unit price for business signs.

102-11.7 High Intensity Flashing Lights:

The number of high intensity flashing lights (Type B) certified as installed/used on the project will be paid for at the Contract unit price for high intensity flashing lights (temporary - Type B).

102-11.8 Channelizing Devices:

The number of drums, vertical panels, and Type I, Type II, Type III, or direction indicator barricades certified as installed/used on the project meeting the requirements of Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit price for channelizing device. Payment for vehicular LCDs will be paid as the length in feet installed divided by the device spacing for barricades, vertical panels, and drums and certified as installed/used on the project meeting the requirements of Design Standards, Index No. 600 and have been properly maintained will be paid for at the Contract unit price for channelizing device. Payment will be made for each channelizing device that is used to delineate trailer mounted devices. Payment will be made for channelizing devices delineating portable changeable message signs during the period beginning 14 working days before Contract Time begins as authorized by the Engineer. Pedestrian LCDs will be paid at the Contract unit price per foot.

102-11.9 Barrier Wall (Temporary):

The Contract unit price for barrier wall (temporary) will be full compensation for furnishing, installing, maintaining, and removing the barrier wall. When called for, the Contract unit price for barrier wall (temporary/relocate) will be full compensation for relocating the barrier. The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.10 Barrier Delineators:

The number of barrier delineators, installed on top of barrier wall, used on the project, meeting the requirements of the Design Standards and Section 705.

102-11.11 Glare Screen (Temporary):

The certified quantity to be paid for will be determined by the number of sections times the nominal length of each section.

102-11.12 Temporary Crash Cushions:**102-11.12.1 Redirective:**

The quantity to be paid for will be the number of temporary crash cushions (redirective) certified as installed/used and maintained on the project, including object marker.

102-11.12.2 Gating:

The quantity to be paid for will be the number of temporary crash cushions (gating) certified as installed/used and maintained on the project, including object marker.

102-11.13 Temporary Guardrail:

The quantity to be paid for will be the length, in feet, of temporary guardrail constructed and certified as installed/used on the project. The length of a run of guardrail will be determined as a multiple of the nominal panel lengths.

102-11.14 Arrow Board:

The quantity to be paid at the contract unit price will be for the number of arrow boards certified as installed/used on the project on any calendar day or portion thereof within the contract time.

102-11.15 Portable Changeable Message Sign:

The quantity to be paid at the Contract unit price will be for the number of portable changeable message signs certified as installed/used on the project on any calendar day or portion thereof within the contract time. Payment will be made for each portable changeable message sign that is used during the period beginning fourteen working days before Contract Time begins as authorized by the Engineer.

102-11.16 Portable Regulatory Signs:

The quantity to be paid for will be the number of portable regulatory signs certified as installed/used on the project on any calendar day or portion thereof within the Contract time, will be paid for the Contract unit price for portable regulatory sign.

102-11.17 Radar Speed Display Unit:

The quantity to be paid for will be the number of radar speed display units certified as installed/used on the project on any calendar day or portion thereof within the Contract Time, will be paid for the Contract unit price for radar speed display unit.

102-11.18 Temporary Signalization and Maintenance:

For existing intersections, the quantity to be paid for will be the number of signalized intersections per day for the full duration of the Contract. For temporary intersections, the quantity to be paid for will be the number of signalized intersections per day for the duration of the temporary intersection. No separate payment will be made for temporary signalization and maintenance at new intersections.

102-11.19 Temporary Traffic Detection and Maintenance:

For existing intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day Contract Time begins and ending the day the permanent detection is operational and the final lane configuration is in place. For temporary and new intersections, the quantity to be paid for will be the number of signalized intersections per day beginning the day the temporary detection is functional and ending the day: the permanent detection is operational and the final lane configuration is in place for a new intersection; or, when the detection is removed for a temporary intersection.

102-11.20 Work Zone Pavement Markings:

The quantities, furnished and installed, to be paid for will be the length of skip and solid pavement markings, and the area of pavement markings placed as follows:

- (a) The total transverse distance, in feet, of skip pavement marking authorized and acceptably applied. The length of actual applied line will depend on the skip ratio of the material used. Measurement will be the distance from the beginning of the first stripe to the end of the last stripe with proper deductions made for unpainted intervals as determined by plan dimensions or stations, subject to 9-1.3.
- (b) The net length, in feet, of solid pavement marking authorized and acceptably applied.
- (c) The number of directional arrows or pavement messages authorized and acceptably applied.
- (d) The number of temporary RPM's authorized and acceptably applied.

102-11.21 Temporary Raised Rumble Strips:

The quantity to be paid for will be the number of temporary raised rumble strip sets certified as installed/used on the project on any calendar day or portion thereof within the Contract Time.

102-11.22 Temporary Lane Separator:

The quantity of temporary lane separator to be paid for will be field measure, in feet, including drainage gaps, completed and accepted.

102-11.23 Necessary Maintenance Services (Straight Time):

This item shall be used when using labor on Monday through Thursday. Time begins when the contractor's personnel starts performing MOT duties. This pay item does not include traveling to and from work sites. Time shall begin when the contractor or their personnel notifies the Engineer or their representative that set up is complete and they are ready to begin flagging operations and/or maintenance of devices. The contractor or their personnel will notify the Engineer or their representative when straight time ends and set-up or take-down begins. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-11.24 Necessary Maintenance Services (Over Time):

This item shall be used when using labor on Fridays through Sunday and holidays. Time begins when the contractor personnel starts performing MOT duties. This pay item does not include traveling to and from work sites. Time shall begin when the contractor or their personnel notifies the Engineer or their representative that set up is complete and they are ready to begin flagging operations and/or maintenance of devices. The contractor or their personnel will notify the Engineer or their representative when over time ends and set-up or take-down begins. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-11.25 Emergency Maintenance of Traffic:

The contractor will be compensated for setting up and taking down the devices. The contractor will be compensated for one Maintenance of Traffic pay item per work document. This pay item will only be used when a work order is issued with a start date of less than 72 hours. Notification for work orders issued with notification of 72 hours or more before the start date will be considered incidental to the pay items on the work order, and no separate payment will be made therefore. Mobilization and all other cost incurred will be considered incidental to this pay item. No other pay items will be used.

102-11.26 Off Duty Law Enforcement Officer:

The contractor will be compensated per hour the officer is at the work site in accordance with the work document and/or as requested by the Engineer or their representative. Travel time is not included.

102-11.27 Truck Mounted Attenuator:

Payment will be made per day as stated in the work document or as directed by the Engineer or their representative. This pay item will be paid per day regardless of the number of locations work is performed at each site.

ARTICLE 102-12 is deleted.

ARTICLE 102-13 is deleted and the following substituted:

102-13 Basis of Payment.

102-13.1 Maintenance of Traffic (General Work):

When an item of work is included in the proposal, price and payment will be full compensation for all work and costs specified under this Section except as may be specifically covered for payment under other items.

When the proposal includes a separate item of payment for this work, the work and incidental costs specified as being covered under this Section will be paid for at the contract unit price for the item of Mobilization.

When the proposal includes a separate pay item for Mobilization - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

102-13.2 Traffic Control Officers:

Price and payment will be full compensation for the services of the traffic control officers.

102-13.3 Special Detours:

Price and payment will be full compensation for providing all detour facilities shown in the Plans and all costs incurred in carrying out all requirements of this Section for general MOT within the limits of the detour, as shown in the Plans.

102-13.4 Commercial Materials for Driveway Maintenance:

Price and payment will be full compensation for all work and materials specified for this item, including specifically all required shaping and maintaining of driveways.

102-13.5 Work Zone Signs:

Price and payment will be full compensation for all work and materials for furnishing signs, supports and necessary hardware, installation, relocating, maintaining and removing signs.

102-13.6. Business Signs:

Price and payment will be full compensation for all materials and labor required for furnishing, installing, relocating, maintaining, and removing the signs as well as the cost of installing any logos provided by business owners.

102-13.7 High Intensity Warning Lights:

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing high intensity flashing lights (Type B).

102-13.8 Channelizing Devices:

Prices and payment will be full compensation for furnishing, installing, relocating, maintaining and removing the channelizing devices, including the costs associated with attached warning lights as required.

102-13.9 Barrier Wall (Temporary):

Price and payment will be full compensation for furnishing, installing, maintaining, and removing the barrier. When called for, barrier wall (temporary) (relocate) will be full compensation for relocating the barrier.

102-13.10 Barrier Delineators:

No separate payment will be made for barrier delineator installed on top of temporary barrier wall. The cost of furnishing, installing and maintaining the barrier delineators will be included in the cost of the temporary barrier wall.

102-13.11 Glare Screen (Temporary):

Price and payment will be full compensation for furnishing, installing, maintaining, and removing the glare screen certified as installed/used on the project. When called for, glare screen (relocate) will be full compensation for relocating the glare screen.

102-13.12 Temporary Crash Cushion (Redirective/Gating):

Price and payment will be full compensation for furnishing, installing, maintaining and subsequently removing such crash cushions. Payment for restoring damaged crash cushions will be the manufacturer's/distributor's invoice price for the new materials/parts plus 20% markup. The 20% markup is compensation for all necessary work including; but not limited to, labor, equipment, supplies and profit, as authorized by the Engineer. Additional MOT required for the repair of the crash cushion will be paid for under the appropriate MOT pay item.

102-13.13 Temporary Guardrail:

Price and payment will be full compensation for furnishing all materials required for a complete installation, including end anchorage assemblies and any end connections to other structures and for installing, maintaining and removing guardrail.

102-13.14 Arrow Board:

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing arrow boards.

102-13.15 Portable Changeable Message Sign:

Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable changeable message signs.

102-13.16 Portable Regulatory Signs:

Price and payment will be full compensation for furnishing, installing, relocating, maintaining and removing a completely functioning system as described in these Specifications portable regulatory signs. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing portable regulatory signs.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations.

102-13.17 Radar Speed Display Unit:

Price and payment will be made only for a completely functioning system as described in these specifications. Payment will include all labor, hardware, accessories, signs, and incidental items necessary for a complete system. Payment will include any measurements needed to insure that the unit conforms to all specification requirements.

Payment will include all labor, materials, incidentals, repairs and any actions necessary to operate and maintain the unit at all times that work is being performed or traffic is being affected by construction and/or MOT operations. Price and payment will be full compensation for furnishing, installing, operating, relocating, maintaining and removing radar speed display unit.

102-13.18 Temporary Signalization and Maintenance:

Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic control signals including all equipment and components necessary to provide an operable traffic signal. Payment will be withheld for each day at each intersection where the temporary signalization is not operational within 12 hours after notification.

102-13.19 Temporary Traffic Detection and Maintenance:

Price and payment will constitute full compensation for furnishing, installing, operating, maintaining and removing temporary traffic detection including all equipment and components necessary to provide an acceptable signalized intersection. Take ownership of all equipment and components. Payment will be withheld for each day at each intersection where the temporary detection is not operational within 12 hours after notification.

102-13.20 Temporary Raised Rumble Strips:

Price and payment will be full compensation for all work and materials described in this Section, including all cleaning and preparing of surfaces, disposal of all debris, furnishing of all materials, application, curing, removal, reinstalling and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work.

102-13.21 Work Zone Pavement Markings:

Price and payment will be full compensation for all work specified including, all cleaning and preparing of surfaces, furnishing of all materials, application, curing and protection of all items, protection of traffic, furnishing of all tools, machines and equipment, and all incidentals necessary to complete the work. Final payment will be withheld until all deficiencies are corrected.

Removable tape may be substituted for work zone paint at no additional cost to the Department.

Payment for temporary RPMs used to supplement line markings will be paid for under temporary retroreflective pavement markers. Install these markers as detailed in the Design Standards.

102-13.22 Temporary Lane Separator:

Price and payment will be full compensation for all work specified in this Section.

102-13.23 Necessary Maintenance Services (Straight Time):

This pay item shall be used when using labor on Monday through Thursday. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-13.24 Necessary Maintenance Services (Over Time):

This pay item shall be used when using labor on Fridays through Sunday and holidays. The contractor will be required and compensated for providing only one person to maintain the devices, unless otherwise directed by the Engineer.

102-13.25 Emergency Maintenance of Traffic:

The contractor will be compensated for one Maintenance of Traffic pay item per work document. This pay will only be used when a work order is issued with a start date of less than 72 hours. This will be the only instance the Maintenance of Traffic (E102 1 2) pay item will be used.

102-13.26 Off Duty Law Enforcement Officer:

The contractor will be compensated per hour as stipulated by the Engineer in the work document.

102-13.27 Truck Mounted Attenuator:

All cost will be considered incidental to the pay item listed in the bid price proposal. Costs include operator.

102-13.28 When No Separate Item is Shown in the Proposal:

When the proposal does not include a separate pay item for Maintenance of Traffic, all work and incidental costs specified as being covered under this Section will be included in the contract unit price for the work being performed and no separate payment will be made.

102-13.29 Partial Payment:

When the proposal includes a separate pay item for Maintenance of Traffic - Lump Sum, partial payment will be prorated based on the percentage of contract amount earned for work completed and accepted by the Department.

102-13.30 Payment Items:

Payment will be made under the items specified in the Bid Price Proposal.

104-40 ROADSIDE MOWING.

(REV 7-30-13) (1-14)

The following new Section is added after Section 104:

104-40.1 Description.

Mow grass or vegetation in roadside areas with conventional mowing equipment. Use specialized equipment or hand labor when required to perform specified work in certain areas or during certain times. Vegetation consists of planted and/or natural grasses, weeds, and other vegetation within the area to be mowed.

Furnish a complete proposal of a plan to accomplish the required work, including a list of the equipment and personnel to be utilized, prior to execution of the Contract.

104-40.2 Types of Mowing Areas.**104-40.2.1 General:**

The Engineer will determine the areas to be cut and type of mowing to be accomplished in each.

All hand labor required to perform the specified work around appurtenances will be incidental to the type of mowing being performed. Appurtenances include, but are not limited to, sign post and bases, delineator post, fences, guardrail, barrier walls, end walls, pipes, drainage structures, poles, guys, mail boxes, landscaped areas, and trees.

104-40.2.2 Large Machine Mowing:

Large machine mowing encompasses the routinely mowed areas of shoulders, front and back slopes that are 3 horizontal to 1 vertical or less, roadside ditch bottoms, large median islands and similar areas conducive to the use of large machine mowing equipment.

104-40.2.3 Slope Mowing:

Slope mowing is generally limited to slopes greater or steeper than 3 horizontal to 1 vertical and are relatively inaccessible to the use of conventional style equipment, e.g., steep slopes, wet roadside ditch bottoms, canal banks, intersections, overpasses, etc. These type areas will require the use of specialized equipment designed for slope mowing.

104-40.2.4 Intermediate Machine Mowing:

Intermediate machine mowing consists of mowing areas not accessible by large machine mowing equipment but not conducive to the use of small machine mowing equipment. These areas consist of shoulders, roadside ditch bottoms, raised median islands, various width utility strips, and similar areas.

104-40.2.5 Small Machine Mowing:

Small machine mowing consists of mowing areas not accessible by large and intermediate machine mowing equipment. These areas consist of narrow shoulders, landscaped shoulders, narrow roadside ditch bottoms, raised landscaped median islands, narrow width utility strips, and similar areas.

104-40.3 Frequency of Mowing.

The area and limits of mowing have been previously established and are distinguishable in the field. Where landscaping has been established or natural landscaping has been preserved, mow conforming to the established mowing contours. Mow up to the limits maintained by the Department and around existing appurtenances located within the roadway right-of-way as directed by the Engineer.

The Engineer will determine the type of mowing, the estimated number of acres to be accomplished within a specified number of calendar days (cycle), when to begin each mowing cycle, and the total number of cycles. Complete each mowing cycle within N/A calendar days of beginning the cycle, weather permitting. The approximate number of cycles for each type of mowing will be as follows:

Large Machine Mowing	<u>11</u> cycles (<u>N/A</u> minimum cycles)
Slope Mowing	<u>6</u> cycles (<u>N/A</u> minimum cycles)
Intermediate Machine Mowing	<u>11</u> cycles (<u>N/A</u> minimum cycles)
Small Machine Mowing	<u>N/A</u> cycles (<u>N/A</u> minimum cycles)

Mow Wildflower plots approximately N/A times per year. Wildflower plots or naturally occurring wildflowers are to be avoided when in bloom and when re-seeding. A deduction will not be made from the pay quantities for any wildflower area not mowed, unless it exceeds one acre.

Quantities will be agreed upon prior to beginning work in any area in question.

104-40.4 Equipment.

Equip all mowing equipment with a slow moving vehicle sign located on the rear of the tractor, amber flashing light or white strobe light mounted on the tractor, 18 inch X 18 inch fluorescent orange warning flags mounted on each side of the rear of the mower, protective devices on the mower to prevent objects from being thrown into traffic, and safety devices installed by the manufacturer. Properly install and maintain safety devices at all times when the equipment is in use.

If the Engineer determines that any equipment is deficient in safety devices, remove the equipment from service immediately. Keep the equipment out of service until the deficiency is corrected to the satisfaction of the Engineer. Inspection of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the equipment, nor will it relieve the Contractor of the responsibility to meet the established time for the completion of the mowing cycle.

Maintain the mowing equipment so as to produce a clean, sharp cut and uniform distribution of the cuttings at all times. The mowing equipment used will have the capability of cutting a height from 4 inches to 12 inches.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified herein.

104-40.5 Method of Operation.

Begin any mowing cycle when authorized by the Engineer in writing.

Notify the Engineer when a cycle is started and when work is interrupted for any reason.

Prior to beginning work on the first cycle, provide a pattern or plan for mowing to the Engineer for approval. Subsequent cycles will follow the pattern adopted for the first cycle.

Mow shoulders and medians concurrently within the limits of the area mowed so that not more than one mile will be left partially mowed at the conclusion of the working day. Mow grass and vegetation on slopes or around appurtenances concurrent with the mowing operation.

Complete each mowing cycle in its entirety prior to beginning another cycle.

When work by other's, or weather conditions of a temporary nature, prevent the mowing of any areas, and such conditions are eliminated during the period designated for that mowing cycle, the Engineer may require mowing of these areas as part of the cycle without penalty for exceeding the time allowed or additional compensation.

Do not mow-grassed areas saturated with standing water to the point standard mowing equipment may not be used without excessive damage to the turf. At the Engineer's discretion, mow the areas during a subsequent cycle, or cut to the surface of the water using hand labor or other specialized equipment. Additional compensation may be requested for alternate methods used to mow wet areas (as specified in Subarticle 104-40-9). Quantities will be agreed upon prior to beginning work in any area in question. No deduction will be made from the pay quantities for any one area authorized by the Engineer to remain un-mowed during a cycle unless it exceeds one acre in extent.

Prior to mowing, pickup, remove and dispose from the right-of-way, any large items such as wood, tires, cans, bags of trash, newspapers, magazines, large boxes, etc., that would be torn, ripped, or scattered by the mower and result in an objectionable appearance.

Exercise the necessary care to preclude any source of litter.

104-40.6 Limitation of Operation.

Maintenance of traffic will be in accordance with Section 102. When mowing within four feet of the travel-way (travel lane), operate the equipment in the same direction of the traffic, unless the adjacent lane is closed to traffic. All lane closures will have the prior approval of the Engineer. Mowers may operate in either direction when mowing four feet or more from the travel-way.

Perform all work during daylight hours.

The foregoing requirements are to be considered as minimum and compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

104-40.7 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Re-mow areas determined to be unsatisfactory, by the Engineer, at no additional cost to the Department. Complete areas requiring re-mowing within the mowing cycle time specified in Subarticle 104-40-3.

Mow all grass and vegetation to a height of 6 inches plus or minus 1/2 inch. When determined by the Engineer, certain areas, due to location, may be cut to a height of 4 inches plus or minus 1/2 inch.

No streaking or scalping will be allowed in the areas mowed. Mowing areas of different widths will be connected with smooth flowing transitions. No accumulation or piling of cuttings will be allowed as a result of cleaning of the equipment.

Mow all grass and vegetation on slopes or around appurtenances to the same height and quality as the surrounding mowed area when using hand tools.

Negligence that results in damage to turf, curbs, sidewalks, pavement, signs or structures, mail boxes, appurtenances, etc. will be repaired or replaced to the satisfaction of the Engineer at no additional cost to the Department. Complete repairs prior to submission of the invoice for work accomplished during the cycle.

It is not required to remove grass or other vegetation cuttings from the right-of-way, or required to rake or pick up the cuttings in rural areas. In Urban Areas, a work order may require the contractor to sweep, rake and pick up cuttings from sidewalks, curb and gutters, gutters, and inlets (blowers will not be allowed).

104-40.8 Method of Measurement.

The quantities to be paid for will be the area, in acres, of mowing completed and accepted.

104-40.9 Basis of Payment.

Additional compensation for hand labor or the use of specialized equipment in cutting wet areas will be included under Item No. E104-4-2 Slope Mowing.

Prices and payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all mowing operations specified. Compensation will be the unit price per acre for mowing times the actual acres completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

110-30 ROADSIDE LITTER REMOVAL

(REV. 8-1-13) (1-14)

The following new Section is added at the end of Section 110:

110-30.1 Description.

Provide pickup, removal, disposal of litter, and otherwise undesirable or objectionable appearing debris within the maintained limits of the highway right-of-way.

Litter or debris may consist of varied sizes of bottles, cans, paper, tires, tire pieces, lumber, vehicle parts, metal junk, brush, and other items to be removed under this work.

110-30.2 Frequency of Removal.

The Engineer will determine when to begin each pickup. Areas or portions of areas may be increased or decreased, as determined by the Engineer. The total number and the timing of pickup will depend upon the litter conditions that exist. Areas specified as litter removal areas will be picked up approximately 12 times. The actual number of litter pickups maybe increased or decreased, as determined by the Engineer, due to the intensity of litter or special events.

Complete each litter removal cycle within (to be determined by the engineer) calendar days of beginning the cycle, weather permitting, as determined by the Engineer.

110-30.3 Equipment.

Equipment that is utilized to transport litter will be constructed in a manner to preclude further distribution or loss of litter along the roadway. Cover and secure all open top carriers with tarpaulins.

Submit a written request for approval, to the Engineer, for the use of specialized equipment designed for mechanized removal of litter and debris. Demonstrate satisfactory results at no cost to the Department that the specialized equipment will produce quality litter removal, if deemed necessary by the Engineer. The Engineer may require additional safety devices or precautions unique to the equipment.

Equipment that damages curbs, pavement, or turf will not be allowed.

110-30.4 Limitation of Operation.

Any equipment left on the right-of-way overnight will be parked outside the clear zone, except in median areas where no equipment will be permitted to be parked overnight. All service and supply operations will be conducted between the travel-way and the right-of-way line and be outside the clear zone. No supply vehicles will enter the median for any purpose. No service vehicle will enter the median except when necessary to repair or remove inoperable equipment.

No work will be permitted during non-daylight hours.

Workmen will wear orange clothing of high visibility such as a vest, shirt, or jacket, when performing litter pickup operations.

110-30.5 Disposal of Litter and Debris.

Provide locations for disposal and remove all litter that has been placed in trash bags for pick up from the right-of-way at the end of each working day. Be responsible for disposal of litter and debris and any cost that may incur in accordance with applicable local and state laws. Storage or stockpiling of litter or debris on the right-of-way will not be permitted.

Provide the landfill receipts with each invoice submittal.

110-30.6 Quality.

Completed areas will be reviewed for quality and acceptance by the Engineer. Areas determined to be unsatisfactory, by the Engineer, will be re-cleaned at no additional cost. Areas will be cleaned in a manner that they are left reasonably free of all litter and debris. The Engineer will not penalize for litter and debris that may have been deposited between the time the work was completed and the time when the Engineer approves the work. However, the Engineer's judgment when evaluating completed work will be final.

110-30.7 Method of Measurement.

The quantities to be paid for under this Section will be the number of acres of roadside cleaned and accepted.

110-30.8 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, disposal, and incidentals necessary to complete designated areas of litter and debris removal, less any areas omitted.

110-31 ROAD AND BRIDGE SWEEPING
(REV 8-1-13) (1-14)

The following new Section is added at the end of Section 110:

SECTION 110-31
ROAD AND BRIDGE SWEEPING

110-31.1 Description.

Provide routine mechanized road and/or bridge sweeping to clean and remove sand, soil, paper, glass, cans, grass clippings, and other debris. Areas to be swept include but are not limited to; curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps [with paved shoulders greater than 12 inches], outside and median paved shoulders, gore areas, toll plazas (when applicable), bi-directional lanes, areas adjacent to barrier walls, areas adjacent to median-noses and splitter islands, areas on top of inlet grates and other designated sites as determined by the Engineer.

110-31.2 Frequency of Sweeping.

Mechanically sweep specified areas approximately 12 times. The total number of sweeping cycles within the contract period may be increased or decreased as determined by the Engineer to meet field conditions.

Complete each sweeping cycle within (to be determined by the engineer) calendar days after issuance of the work document. Complete each sweeping cycle in its entirety prior to the beginning of another cycle. In assessing liquidated damages, the calendar days established in this Section will be used for determining delinquency of progress for each sweeping cycle.

No sweeping operations will be performed between the hours of (to be determined by the engineer) and (to be determined by the engineer).

Submit sweeping schedules to the Engineer for approval.

110-31.3 Safety.

Provide Maintenance of traffic in accordance with Section 102 . The work vehicle (sweeping machine) will have an operating flashing beacon and the shadow vehicle will be equipped with an approved advance warning arrow panel, warning sign, and truck mounted attenuator (crash cushion system).

All sweeping will be accomplished with or in the same direction as the traffic, sweeping opposing the traffic will not be permitted.

The foregoing requirements are to be considered as minimum and the compliance will in no way relieve the Contractor of final responsibility for providing adequate traffic control devices for the protection of the public and employees throughout the work areas.

110-31.4 Equipment.

Furnish equipment of a type and quantity to perform the work satisfactorily within the time specified. The sweeping equipment will be capable of meeting the quality requirements of 110-31.8 in one pass and a maximum of two passes for areas determined unsatisfactory by the Engineer.

The mechanized road sweeper(s) will have a minimum capacity of four cubic yards.

The Engineer or his representative prior to being placed into service will inspect all safety devices on the sweeping operation equipment. Any deficient safety devices will be corrected or replaced immediately and service will not begin until the deficiency is corrected.

Inspection and approval of the equipment by the Engineer will not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the Contractor's operations.

Equipment that damages pavement, curbs, or turf will not be allowed. Damages as a result of the operations will be repaired at no cost to the Department.

110-31.5 Dust Control Equipment.

The sweeping operation will not create excessive airborne dust or other particles, as determined by the Engineer. Equipment supplied with a functioning water spray system normal to the industry for dust control will satisfy this requirement.

110-31.6 Parked Vehicles.

Vehicles that are parked in the sweeping area are to be swept around. The area occupied by a parked vehicle will be considered as work accomplished.

110-31.7 Removal and Disposal of Debris.

Debris may be encountered that is larger than the mechanized sweeper can remove such as; tires, tire parts, hub caps, large stones, boxes, tree limbs, wood, cable, and other such materials. Remove all debris encountered using other means (hand or mechanized), regardless of the size.

Piles of soil may be encountered and vegetation that may require special removal methods during the sweeping operations. Furnish all labor, materials, and equipment required to accomplish removal of these built-up areas.

Stockpiling or disposal of debris on the Department's right-of-way shall not be permitted.

Provide areas for disposing of debris in accordance with all Federal, State, and local rules and regulations in effect at the time of the disposal. Cost involved with the disposal of debris will be included in the contract unit price per mile of mechanized (mechanical) sweeping.

110-31.8 Quality.

Pick up and remove from the areas to be swept, any obstacle such as wood, tires, cans, etc. that can not be picked-up by the sweeper to include areas under guardrail on paved shoulders. Remove all items such as newspapers, magazines, large boxes, etc. that would be torn, ripped, or scattered by the sweeper and result in an objectionable appearance.

Completed work will be clean and free of all accumulated debris immediately after sweeping, as determined by the Engineer.

Areas determined unsatisfactory by the Engineer will be re-swept to the satisfaction of the Engineer within the time specified, at no additional cost to the Department.

110-31.9 Method of Measurement.

The quantities to be paid for under this Section will be the number of miles completed and accepted measured longitudinally to the travel lane to the nearest one hundredth of a mile. A second unit of measurement will be required from the Contractor. The Cubic Yards of material picked up, will be reported to the inspector for each sweeping cycle completed. If the contract is for more than one county, the number of cubic yards picked up will be prorated by county based on the number of miles swept in each county.

The width will be sufficient to cover the entire width of curb and gutters, valley gutters, bridge decks and curbs, inside and outside highway interchange ramps (with paved shoulders greater than 12 inches in width, outside and median paved shoulders, barrier walls, gore areas, toll plazas (when applicable), and other designated sites. Areas requiring more than one sweeping pass to sufficiently remove the debris will not be compensated twice.

110-31.10 Basis of Payment.

Payment will be full compensation for furnishing all equipment, materials, labor, and incidentals necessary to complete all sweeping operations, including hand work, as specified. Compensation will be at the unit price per mile times the actual miles completed and accepted.

Payment will be made under the items specified in the Bid Price Proposal.

110-32 EDGING AND SWEEPING**(REV 9-16-09) (1-14)**

The following new Section is added at the end of Section 110:

**SECTION 110-32
EDGING AND SWEEPING****110-32.1 Description.**

Edge, sweep, remove and dispose of vegetation from curb and gutter and sidewalk areas including, but not limited to, median island curbs, roadside curbs, the front and/or backside of sidewalks and gutters, bike paths, curb inlets throats and other areas as designated by the Engineer.

110-32.2 Frequency of Edging and Sweeping.

The Engineer will determine the total number of edging and sweeping cycles and when to begin each cycle. All areas designated are to be edged and swept approximately 6 times per year. Complete each cycle within (to be determined by the engineer) calendar days from the beginning of the cycle, weather permitting, as determined by the Engineer.

Quantities will be agreed upon prior to beginning work in any area in question.

110-32.3 Equipment.

Provide positive means to control dust from edging and sweeping operations.

Use equipment for removal or transportation of debris or litter that precludes distribution or loss of debris or litter along the roadway.

Operate moving equipment in the same direction as the flow of traffic.

110-32.4 Method of Operation.

Do not begin work until authorized, in writing, by the Engineer. Develop a work pattern from the locations listed in the work document, unless the Engineer designates the priority of the work.

Edging -- The blade of the edger must produce a clear sharp cut. The trench resulting from the actions of the cutting blade will not exceed one inch in width from the edge of the surface being edged. Do not push grass or weeds into the trench.

Vegetation - Vegetation consists of grass, weeds, or bushes up to one inch in diameter that extend beyond the normal grassed areas onto the curb, sidewalk, bike paths, or other designated areas. Uniformly cut and remove all vegetation, extending over the curb, sidewalk, bike paths, or other designated area to the back edge of the curb, sidewalk, bike path, or other designated area.

Sweeping - Sweep all debris (grass, weeds, soil, litter, etc.) from the curb and gutters, inlet throats and grates, sidewalks, and bike paths to produce a clean appearance. Do not use blowers in the edging, sweeping or debris removal operation. Remove and dispose of properly the soil and vegetation from the gutter or sidewalk, including joint areas.

Debris Disposal – Remove debris and/or litter produced by the edging or sweeping from the job site daily. Do not stockpile or store debris or litter on the right-of-way overnight. Dispose of all debris in accordance with local, state, and federal laws. Include the cost of disposal of the debris, litter, and vegetation trimmings in the contract unit price for edging and sweeping. Remove any debris that falls into curb and inlet structures.

Return at a later time and complete the edging and sweeping operations in areas where access is blocked by parked vehicles or other obstructions.

Conduct all edging, sweeping, and disposal activities during daylight hours only, unless otherwise specified in the contract documents or approved by the Engineer. The Engineer may approve nighttime operations upon request, at no additional compensation for nighttime traffic control. The Engineer may restrict the hours of operations based on peak traffic hours, local conditions, or special events. Complete all required edging, sweeping, and disposal of debris within the limits worked by the conclusion of each workday.

The quality and acceptance of work will be determined by the Engineer. Re-edge or re-sweep areas that are determined to be unacceptable at no additional cost to the Department.

Repair or replace damage to curbs, sidewalks, pavement, or turf due to negligence to the satisfaction of the Engineer at no additional compensation.

110-32.5 Method of Measurement.

The quantities to be paid will be the total miles of edges of curb and gutter, paved shoulders, sidewalks or other areas, edged and/or swept, completed and accepted. Areas that are maintained by businesses, groups, individuals, or areas where the grass and/or weeds fail to grow sufficiently to justify performing this work will be omitted as determined by the Engineer.

Areas requiring more than one edging/sweeping pass to sufficiently remove the debris will not be compensated twice.

110-32.6 Basis of Payment.

Price and payment will be full compensation for all the work specified in this Section and will include all equipment, labor, materials, and incidentals necessary to complete the work.

Payment will be made under the items specified in the Bid Price Proposal.

**LAKE ALFRED CITY COMMISSION MEETING
OCTOBER 6, 2014**

5.) PURCHASE 2015 FORD F250 CREW CAB FOR PUBLIC WORKS

ISSUE: The City of Lake Alfred will consider purchasing a white 2015 Ford F250 Crew Cab for use within the Public Works Department.

ATTACHMENTS:

- Submitted Bids

ANALYSIS: In the current Fiscal Year 2014/2015 Budget, \$30,000 was allocated for the purchase of a replacement public works vehicle. City staff has solicited bids for this purchase and received the following submissions:

- Bartow Ford: \$22,625.00
- Weikert Ford: \$22,093.77
- Winter Haven Ford: Chose not to bid

This vehicle will replace a 1999 Ford F150 truck with over 100,000 miles on it, which is anticipated to be sold on govdeals.com. Typical revenue expected for this vehicle will be approximately \$1,000.00.

STAFF RECOMMENDATION: Staff recommends the purchase from Weikert Ford in the amount of \$22,093.77.



September 18, 2014

City of Lake Alfred

Dear Sir or Madam:

Weikert Ford Inc submits the following proposals:

2015 Ford F250 6 3/4 foot bed 4X2

With all standard equipment:

Auto Transmission

V-8 engine

Air Condition

Cost each \$22093.77

Note: The above price dose not include battery tax (\$1.50), tire tax (\$5.00), tag, and is subject to any material substitutions and/or price increases instituted by Ford Motor Co. or any corrections to option content and order time limits. **Must be ordered by October 29, 2014.**

Sincerely,

Bob Weikert

Weikert Ford Inc.
21399 Hwy 27
Lake Wales, FL 33859
800-442-7944



September 21, 2014

City of Lake Alfred
John Deaton
190 N. Seminole
Lake Alfred, FL 33850
2015 Ford F250 Crew Cab 4x2 156" Wheelbase

Item

2015 Ford F250
6.2L V-8 Engine
6 Speed Automatic Transmission
Spare Tire & Wheel
Trailer Tow Package
Exterior Color: White Code Z1
Interior Color: Steel Vinyl
AM/FM Radio
Air Conditioning

Total \$ 22,625.00

Pricing valid for orders placed through 10/30/14

If you have any questions or need any additional information please to contact me anytime.

Sincerely Yours,
Richard Weissinger
Commercial Fleet Sales
Direct Line (813) 477-0052
Fax (863) 533-8485