

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, MAY 14, 2015 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY HALL, 105 S. SECOND STREET, FLAGLER BEACH, FL

AGENDA

1. Call the meeting to order.
2. Pledge of Allegiance followed by a moment of silence to honor our Veterans, Members of the Armed Forces and First Responders.
3. Proclamations and awards.
 - a) Presentation: City of Flagler Beach is a Grant Recipient of eight (8) Automated External Defibrillators (AED's) awarded from Fire House Subs.
 - b) Proclamation declaring May 2015 as "Drug Court Month".
4. Deletions and Changes to the Agenda.
5. Comments regarding items not on the agenda. Citizens are encouraged to speak. However, comments should be limited to three minutes.

CONSENT AGENDA

(All items are to be approved by one motion, unless pulled from the Consent Agenda.)

6. Approve the minutes of the Regular Meetings of April 23, 2015.
7. Approve the renewal contract for Pier Insurance effective 05/17/2015 to 5/17/2016 and authorize the Mayor to sign.
8. Approve a proposal for Financial Advisor Services for Financing Note, from Public Financial Management, Inc. ("PFM") for Stormwater and CRA Notes.
9. Approve an Agreement for Bond Council Services for the Stormwater and CRA Revenue Notes, from Bryant, Miller Olive, P. A.
10. Approve a Use Agreement for the use of Flagler Beach Pier Small Storage Space.
11. Approve Change Order No. 1 from Saboungi Construction, Inc. for the net increase of 90 days to the contract time to the Public Works Metal Building project.

GENERAL BUSINESS

12. Receive update from Police Pension Board Chair Charles Helm.
13. Resolution 2015-13, adopting personnel policy changes, providing for conflict and an effective date – Liz Mathis, Human Resources Manager.

14. Resolution 2015-14, approving a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation, providing for conflict and an effective date.
15. Consider a motion to conduct a “straw –poll” on paid parking during next election – Commissioner Steve Settle.
16. Review 2nd quarter 2014/2015 FY financial budget variance – Bruce Campbell, City Manager.

COMMISSION COMMENTS

17. Commission comments, including reports from meetings attended.

STAFF REPORTS

18. Staff Reports.
19. Adjournment.

RECORD REQUIRED TO APPEAL: In accordance with Florida Statute 286.0105 if you should decide to appeal any decision the Commission makes about any matter at this meeting, you will need a record of the proceedings. You are responsible for providing this record. You may hire a court reporter to make a verbatim transcript, or you may buy a CD of the meeting for \$3.00 at the City Clerk’s office. Copies of CDs are only made upon request. The City is not responsible for any mechanical failure of the recording equipment. In accordance with the Americans with Disabilities Act, persons needing assistance to participate in any of these proceedings should contact the City Clerk at (386) 517-2000 ext 233 at least 72 hours prior to the meeting. The City Commission reserves the right to request that all written material be on file with the City Clerk when the agenda item is submitted.

PROCLAMATION

DECLARING MAY 2015 AS "DRUG COURT MONTH"

WHEREAS, drug courts are an effective tool for reducing substance abuse and crime in our criminal justice system; and

WHEREAS, for more than 25 years, drug courts have been restoring lives, reuniting families and making communities across the nation safe through 2,840 operational drug courts; and

WHEREAS, drug courts facilitate community-wide partnerships, bringing together public safety and public health professionals in the fight against drug abuse and criminality; and

WHEREAS, research shows that drug courts are demonstratively effective and significantly improve substance-abuse treatment outcomes, substantially reduce drug abuse and crime, and do so at a lower cost than any other justice strategy; and

WHEREAS, Flagler County Adult Drug Court began in 2006 and 106 people have graduated from the program; and

WHEREAS, 75 percent of Flagler County Adult Drug Court graduates had no new felony charges and 92 percent of graduates had no new drug charges; and

WHEREAS, the judges, attorneys, treatment and rehabilitation professionals, court personnel and others dedicated to drug courts and similar types of treatment programs are healing families in this community; and

WHEREAS, the Flagler Beach City Commission recognizes the successful work of the practitioners and participants of Drug Court programs to reduce the impact of drug abuse on our community;

NOW THEREFORE, I, Linda Provencher, Mayor of the City of Flagler Beach, Florida, do hereby recognize the month of May 2015 as:

"DRUG COURT MONTH"

in Flagler Beach and urge all citizens to recognize the significant contributions of Drug Courts and congratulate this year's Flagler County Adult Drug Court graduates.

WITNESS by my hand and the Seal of the City of Flagler Beach, Florida on this ___th day of May 2015.

CITY OF FLAGLER BEACH, FLORIDA

Linda Provencher, Mayor

ATTEST:

Penny Overstreet, City Clerk

seal

REGULAR MEETING OF THE FLAGLER BEACH CITY COMMISSION THURSDAY, APRIL 23, 2015 AT 5:30 P.M. AND TO BE CONTINUED UNTIL ITEMS ARE COMPLETE. CITY HALL, 105 S. SECOND STREET, FLAGLER BEACH, FL

MINUTES

PRESENT: Mayor Linda Provencher, Chairman Marshall Shupe, Vice-Chair Jane Mealy, Commissioners Kim M. Carney, Joy McGrew and Steve Settle, City Attorney Kalanit Oded, City Manager Bruce C. Campbell, Finance Director Kathleen Doyle and City Clerk Penny Overstreet.

1. CALL THE MEETING TO ORDER: Chairman Shupe called the meeting to order at 5:31 p.m.
2. PLEDGE OF ALLEGIANCE FOLLOWED BY A MOMENT OF SILENCE TO HONOR OUR VETERANS, MEMBERS OF THE ARMED FORCES AND FIRST RESPONDERS: Mayor Provencher led the pledge, followed by a moment of silence.
3. PROCLAMATIONS AND AWARDS:
 - a) CERTIFICATE OF APPRECIATION TO JOSEPH AND CHERYL POZZUOLI FOR THE ANNUAL EASTER EGG HUNT: Mayor Provencher recognized Sheryl and Joseph Pozzuoli for their generous efforts to coordinate and hold the Annual Easter Egg Hunt. Mr. & Mrs. Pozzuoli were not able to attend the meeting Mayor Provencher indicated she would see the received the certificates of appreciation.
 - b) CERTIFICATE OF APPRECIATION TO RICK BELHUMEUR FOR DONATING HIS TIME TO ERADICATE BRAZILIAN PEPPER PLANTS: Mayor Provencher presented a certificate of appreciation to Rick Belhumeur and thanked him for volunteering. Mr. Belhumeur stated his mother used to watch the sunset from the area he cleared.
 - c) PROCLAMATION RECOGNIZING MAY 10, 2015 AS "WORLD LUPUS DAY": Mayor Provencher read the proclamation into the record. City Clerk Overstreet reported she would mail the proclamation to the requestor.
4. DELETIONS AND CHANGES TO THE AGENDA: Commissioner Carney requested to hear Item 8 before Item 7. The Commission reached a consensus to move Item 8 before Item 7.
5. COMMENTS REGARDING ITEMS NOT ON THE AGENDA. CITIZENS ARE ENCOURAGED TO SPEAK. HOWEVER, COMMENTS SHOULD BE LIMITED TO THREE MINUTES: Rebecca Mitchell recognized the Police Department, summarizing her experience, and donated to the Flagler Beach Police Department. Paul Eik spoke of a meeting he was a part of regarding the traffic calming project. He suggested the Commission allow FDOT to designate one spot on A1A as a secure bicycle parking area. The Commission suggested

Mr. Eik put the item on a future agenda for consideration. Michael Pugliese spoke of the lack of sidewalks in the Venice Park Subdivision and on North Flagler Ave.

CONSENT AGENDA

(All items are to be approved by one motion, unless pulled from the Consent Agenda.)

6. APPROVE THE MINUTES OF THE REGULAR MEETINGS OF APRIL 09, 2015: Motion by Commissioner Carney, seconded by Commissioner Mealy, to approve. The motion carried unanimously. The agenda moved to Item eight.

GENERAL BUSINESS

7. RECEIVE AND UPDATE AND RECOMMENDATION FORM THE 3600 S. CENTRAL AVENUE ALTERNATIVE USE COMMITTEE AND GIVE THE COMMITTEE DIRECTION REGARDING NEXT STEPS. Michael Flank, Chairman of the Alternative Use Committee reviewed a power point presentation regarding the Committees research and findings. Mr. Flank thanked the Committee Members. The Committee recommended the City purchase the 2.94 acres and seek out a contract with a private entity to operate the property as a nine-hole executive golf course. The Committee additionally sought direction from the Commission regarding the three letters of intent. Discussion amongst the Commission ensued regarding the 2.94 acres, private/public partnerships, who should negotiate with the representatives of the three submitters, and putting out a public notice for soliciting operators. Chairman Shupe opened public comment. The following people provided comment: Michael Warbeck, David Frank, Joe Kovach, Rick Belhumeur, Sharon Andre, Steve Franz, Jim McCarthy, Michael Pugliese, Paul Eik, Steve Smith, Yvonne Briggs, Dave Taren and Carmelyn Mazanec. Chairman Shupe closed public comment. Discussion among the Commission ensued regarding staff direction and the two separate issues of leasing the property for return to an executive nine-hole course, and negotiation to purchase the 2.94 acres. Motion by Commissioner Settle, seconded by Commissioner Mealy, that we direct the Alternative Use Committee and Staff of the City of Flagler Beach to focus on returning that property, the question of what do we do to return the property back to a golf course, what steps are necessary to reach that end, secondly, that we authorize; begin opening the process of looking into the contingent purchase of the 2.94 acres that are in the middle of the golf course and third, that we direct the Committee and direct Staff to proceed regarding every letter of intent, to expand the intent, to anyone that might be interested, we communicate that we are open and we want to receive any offers that are out there, and nothing more, that's were we are right now, that's our direction, when they finish that portion Staff and the Committee will come back and we will move forward from there. The motion carried unanimously, after a roll call vote.

The meeting recessed at 6:58 p.m.

The meeting resumed at 7:09 p.m. The agenda moved to Item 9.

8. CONSIDER A REQUEST FOR A TEMPORARY WAIVER FOR A SPECIAL EVENT AS REGULATED BY CHAPTER 4, ARTICLE III, SECTION 4-129 OF THE CODE OF ORDINANCE – FLAGLER COUNTY CHAMBER OF COMMERCE: Rebecca DeLorenzo reviewed the request. Commissioner Settle inquired of the City Manager if Staff encountered any issues with last year's event. City Manager Campbell responded no. Chairman Shupe opened public comment. No comments were offered. Chairman Shupe closed public comment. Motion by Commissioner Carney, seconded by Commissioner Mealy, to approve the special event with the temporary waiver to Section 4-129 of the Code. The motion carried unanimously, after a roll call vote. The agenda moved back to Item #7
9. CONSIDER REFINANCING THE CRA AND STORMWATER REVENUE BONDS: City Manager Campbell reviewed the recommendation to refinance of the Stormwater and CRA loans. Chairman Shupe opened public comment. Paul Eik asked if the RFP would combine both loans. Finance Director Doyle responded it could be done, but for the small amount of savings, (\$2,100) she is not sure if it is going to stand due to the scrutiny of the CRA Fund and the amount of Staff time that would be demanded during the CRA Audit. Chairman Shupe closed public comment. Motion by Commissioner Carney, seconded by Commissioner Mealy, that we move forward with Jay Glover and the Public Financial Management (PFM) group and the refinance of the \$1.1 and \$1.8 million. The motion carried unanimously, after a roll call vote.

COMMISSION COMMENTS

10. COMMISSION COMMENTS, INCLUDING REPORTS FROM MEETINGS ATTENDED: The Elected Officials reported their attendance at meetings gatherings and events, since the last regular meeting. Mayor Linda Provencher requested consensus to send a letter in support of renewed legislation and funding for the National Scenic Byway Program. The Commission reached a consensus for the letter of support to be sent. Chairman Shupe suggested the recently adopted flood plain ordinance be amended regarding the two feet above base flood elevation requirement. Chair Shupe expressed he is in support of the requirement on a new building, but in the instance of an addition, this creates a bi-level home, burdening elderly residents. The Commission reached a consensus to have the City Manager work with the Planner to take the item to the Planning Board for amendment, eliminating the requirement for additions to Single Family residences.

STAFF REPORTS

11. STAFF REPORTS: City Manager Campbell reported the Memorial Day Tribute plan is complete. Mr. Campbell reported no bids were received by the City for the City Hall Soffit Project; he is calling for an emergency repair as outlined in Chapter II, Article IX, Division II, Sec. 2-301 of the Code of Ordinance. Mr. Campbell reported Staff would come back with quotes from which the Commission could select. City Clerk Overstreet

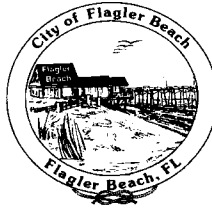
reported the Parking Committee would report their findings and recommendations to the Commission in the setting of a Special Meeting on April 30, 2015 at 5:30 p.m.

12. ADJOURNMENT: Motion by Commissioner Carney, seconded by Commissioner McGrew, to adjourn the meeting at 8:00 p.m. The motion carried unanimously.

Attest:

Penny Overstreet, City Clerk

Marshall Shupe, Chairman



City of Flagler Beach **AGENDA ITEM # 7** **Item Summary and Recommendation**

SUBJECT: Approve the renewal contract for Pier Insurance effective 5/17/2015 to 5/17/2016 and authorize the Mayor to sign.

BACKGROUND: See attached Proposal from Agent. The proposed premium of \$113,922.91 is \$7,501.98 less than last year's premium, although coverage limits and deductibles remain the same.

RECOMMENDATIONS: Approve the renewal with the associated premium of \$119,759.84.

ATTACHMENTS: The 2015/2016 Proposal from Brown and Brown.

SUBMITTED BY: Liz Mathis, HR Officer

STAFF COMMENTS:

City Manager: During the 2013 FY we reduced the amount of self-insurance from 50% to 25%. The premium to increase our insurance coverage to 75% was \$56,663 more than the 2012 FY amount. Even so the Pier Fund is sustaining this increased premium with revenues ahead of expenses by \$14,998 through the first 6 months of 2015 FY. Assuming that someone might ask what the premium would be to cover our Pier at the 100% mark? That cost of 100% would be a yearly premium of \$159,922.

In my opinion the cost of 100% First Dollar Coverage is too expensive. The Pier Fund would not be able to sustain this payment and would have to borrow "Reserves" from the General Fund to pay premium.

I recommend we remain at 75% policy insured and 25% self-insured.

Finance Director: I agree with the comments of the City Manager.

CITY OF FLAGLER BEACH

INSURANCE PROPOSAL

Effective: 05/17/2015 – 05/17/2016

Presented By:

Steve Farmer
Senior Vice President

Ara Dresner, AAI
Account Manager

Mitzi Sparks, ACA
Claims Supervisor



This proposal contains only a general description of the coverage(s) and does not constitute a policy/contract. For complete policy information, including exclusions, limitations, and conditions, refer to the policy document. A specimen copy is available upon request. In the event of any differences between the policy and this summary, the policy will control.

City of Flagler Beach-Flagler Beach Municipal Pier

CLIENT SERVICE TEAM

PRODUCER	Steve Farmer Senior Vice President
Email	Sfarmer@bbdaytona.com
Phone	386-239-7233
ACCOUNT MANAGER/TEAM LEADER	Ara Dresner, AAI
Email	Adresner@bbdaytona.com
Phone	386-239-5757
CLAIMS ANALYST	Mitzi Sparks, ACA
Email	Msparks@bbdaytona.com
Phone	386-239-7278
MAIN OFFICE PHONE	386-252-9601
TOLL FREE OFFICE PHONE	800-877-2769

City of Flagler Beach-Flagler Beach Municipal Pier

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* *All coverages, forms and limits are presented strictly for the purpose of this proposal and do not constitute an insurance policy or contract.*

City of Flagler Beach-Flagler Beach Municipal Pier

MARKET SUMMARY

Market:	Line of Coverage:	Response:
Allianz	Property	Decline: Location and Structure
Alterra	Property	Decline: Occupancy
Amrisc	Property	Decline: Class of Business
Arch	Property	Decline: Construction
Avondale	Property	Decline: Class of Business
Cvstarr	Property	Decline due to Location
Great American	Property	Decline: Class of Business
Landmark	Property	Quoted: See Proposal
Truins	Property	Decline: Can't Compete with Incumbent
United National	Property	Decline: X –Wind

City of Flagler Beach-Flagler Beach Municipal Pier

Landmark American Insurance Company

PROPOSED PROPERTY COVERAGE

Client ultimately chooses value insured

Description of Coverage:

Building
Causes of Loss – Special Form Including Flood and Earthquake (including Earthquake Sprinkler Leakage) in addition to standard policy exclusions

Location of Premises:

215 S AIA
Flagler Beach, Florida 32136

Description of Property:	Limits of Coverage:
Flagler Pier	1,273,500 Part of \$1,698,000
Guard Tower	97,500 Part of \$130,000
Total Limits on Policy	\$1,371,000

** Part of \$1,828,000 Scheduled and Annual Aggregate applying separately to Flood & Earthquake*

Deductibles:	
Windstorm & Hail Per Occurrence	\$182,800
Flood Per Occurrence	\$182,800
Earthquake – Including Earthquake Sprinkler Leakage Per Occurrence	\$182,800
All Other Perils Per Occurrence	\$10,000

Coinsurance:

Not Applicable

Valuation:

Replacement Cost Coverage

NOTE:

Detached walls, fences, free-standing property improvements such as athletic equipment, windscreens, light poles, or signs are not covered unless specifically scheduled on the policy.

City of Flagler Beach-Flagler Beach Municipal Pier

Landmark American Insurance Company

PROPOSED PROPERTY COVERAGE (Continued)

Client ultimately chooses value insured

Forms & Endorsements include (but are not limited to):

Standard Policy Forms & Endorsements as issued by ISO or Carrier
Minimum Earned Premium

Minimum Earned Premium is 80% of the Total policy premium excluding TRIA if the policy is in force for any period of time between and including the dates of June 1st to November 30th of any year

Minimum Earned Premium is 25% of the Total policy premium excluding TRIA if the policy is not in force for any period of time between and including the dates of June 1st to November 30th of any year.

30 Days Notice of Cancellation, except 10 days for non-payment of premium.

Exclusions include (but are not limited to):

Standard Policy Exclusions as issued by ISO or Carrier
Exclusion of Pathogenic or Poisonous Biological or Chemical Material

Conditions:

Favorable Inspection
Any New Locations are Subject to Underwriting Review and Acceptance by the Carrier Prior to Binding

City of Flagler Beach-Flagler Beach Municipal Pier

SUMMARY OF PROPOSED PREMIUMS AND RELATED INFORMATION

Premiums as Proposed:	Expiring:	Renewal:
Property	\$ 118,691.00	\$ 112,756.00
Surcharges/Fees/Taxes	\$ 2,733.89	\$ 1,166.91
Total Premium	\$ 121,424.89	\$ 113,922.91
Options:		
Terrorism		\$ 8,682.00
Property - Total Value (Taxes and Fees Included)		\$ 159,922.35

Line of Coverage:	Carrier:	Direct Bill / Agency Bill:	Payment Option:
Property	Landmark American Insurance Company	Agency Bill	Annual Premium Due in Full At Time of Binding Coverage

A premium finance agreement is available upon request.

City of Flagler Beach-Flagler Beach Municipal Pier

BINDING INSTRUCTIONS

Line of Coverage:	Carrier:	Items Needed to Bind Coverage:
Property	Landmark American Insurance Company	<ul style="list-style-type: none">• Signed Non-Admitted Form• Signed Acord Application

Please refer to the individual proposed coverage parts for terms and conditions that this proposal may be subject to. This proposal is based upon the exposures to loss made known to the Agency. Any changes in these exposures (i.e., new operations, new products, additional states of hire, etc.) need to be promptly reported to us in order that proper coverage(s) may be put into place.

As a course of business, Brown & Brown of Florida, Inc is required to pay premiums to insurers on a monthly basis. In return, we appreciate timely payments by our clients. Outstanding balances over 30 days may be subject to cancellation.

City of Flagler Beach-Flagler Beach Municipal Pier

A.M. BEST FINANCIAL RATING

The insurance company providing coverage has the following A. M. Best* Financial rating:

* **Rating Guide:** A++ to C- = Highest to lowest rating
15 to 1 = Largest to smallest rating

	<u>Rating for Stability</u>	<u>Rating for Assets/Surplus</u>
Property		
** RSUI/Landmark American Insurance	A+	13

** Denotes excess & surplus lines insurance company. See attached Statement Acknowledging that Coverage has been placed with a Non-Admitted Carrier. Please review and return to Brown & Brown. Brown & Brown does not have direct binding authority with this excess and surplus lines market.

City of Flagler Beach-Flagler Beach Municipal Pier

A.M. BEST FINANCIAL RATING *(Continued)*

A Best's Financial Strength Rating is an independent opinion of an insurer's financial strength and ability to meet its ongoing insurance policy and contract obligations. It is based on a comprehensive quantitative and qualitative evaluation of a company's balance sheet strength, operating performance and business profile.

Financial Strength Rating Guide

Secure

A++, **A+** (Superior)

A, **A-** (Excellent)

B++, **B+** (Good)

Vulnerable

B, **B-** (Fair)

C++, **C+** (Marginal)

C, **C-** (Weak)

D (Poor)

E (Under Regulatory Supervision)

F (In Liquidation)

S (Suspended)

Financial Size Category Guide

Class Adj. PHS (\$ Millions)

I Less than 1

II 1 to 2

III 2 to 5

IV 5 to 10

V 10 to 25

VI 25 to 50

VII 50 to 100

VIII 100 to 250

Class Adj. PHS (\$ Millions)

IX 250 to 500

X 500 to 750

XI 750 to 1,000

XII 1,000 to 1,250

XIII 1,250 to 1,500

XIV 1,500 to 2,000

XV 2,000 or greater

City of Flagler Beach-Flagler Beach Municipal Pier

**STATEMENT ACKNOWLEDGING THAT COVERAGE HAS
BEEN PLACED WITH A NON-ADMITTED CARRIER**

Per Florida Statute, the insured is required to sign the following E&S disclosure:

The undersigned hereby agrees to place insurance coverage in the surplus lines market and understands that superior coverage may be available in the admitted market and at a lesser cost. Persons insured by surplus lines carriers are not protected by the Florida Insurance Guaranty Association with respect to any right of recovery for the obligation of an insolvent unlicensed insurer.

City of Flagler Beach

Named Insured

Signature of Insured's Authorized Representative

Date

Landmark American Insurance

Name of Excess and Surplus Lines Carrier

Property

Type of Insurance

5/17/2015

Effective Date of Coverage

Steve Farmer

A081083

Producing Agent Name

License Number

APPENDIX

RELATED INFORMATION

Compensation: In addition to the commissions or fees received by us for assistance with the placement, servicing, claims handling, or renewal of your insurance coverages, other parties, such as excess and surplus lines brokers, wholesale brokers, reinsurance intermediaries, underwriting managers and similar parties, some of which may be owned in whole or in part by Brown & Brown, Inc., may also receive compensation for their role in providing insurance products or services to you pursuant to their separate contracts with insurance or reinsurance carriers. That compensation is derived from your premium payments. Additionally, it is possible that we, or our corporate parents or affiliates, may receive contingent payments or allowances from insurers based on factors which are not client-specific, such as the performance and/or size of an overall book of business produced with an insurer. We generally do not know if such a contingent payment will be made by a particular insurer, or the amount of any such contingent payments, until the underwriting year is closed. That compensation is partially derived from your premium dollars, after being combined (or "pooled") with the premium dollars of other insureds that have purchased similar types of coverage. We may also receive invitations to programs sponsored and paid for by insurance carriers to inform brokers regarding their products & services, including possible participation in company-sponsored events such as trips, seminars, and advisory council meetings, based on the total volume of business placed with the carrier you select. We may, on occasion, receive loans or credit from insurance companies. Additionally, in the ordinary course of our business, we may receive and retain interest on premiums you pay from the date we receive them until the date the premiums are remitted to the insurance company or intermediary. In the event we assist with placement and other details of arranging for the financing of your insurance premium, we may also receive a fee from the premium finance company.

Wholesale Broker/Managing General Agent: *MacDuff Underwriters, Inc.*

These intermediaries are owned in whole or in part by Brown & Brown, Inc., the parent company of Brown & Brown of Florida, Inc.

Brown & Brown entities operate independently and are not required to utilize other companies owned by Brown & Brown, Inc., but routinely do so. In addition to providing access to the insurance company, the Wholesale Insurance Broker/Managing General Agent may provide additional services including, but not limited to, underwriting; loss control; risk placement; coverage review; claims coordination with the insurance company and policy issuance. Compensation paid for these services may be up to 15% of the premium you pay for coverage, and any compensation paid for those services is derived from your premium payment. The fee, if any, for the Wholesale Insurance Broker's/Managing General Agent's services above is \$0.

Questions and Information Requests: Should you have any questions, or require additional information, please contact this office at 1-800-877-2769 or, if you prefer, submit your question or request online at: <http://www.bbinsurance.com/customerinquiry.shtml>.

SURETY BONDS

Brown & Brown has the capability to handle surety bonds. Our experienced professionals are proficient in Construction and Commercial Bonds. Construction bonds typically include Bid, Performance, Payment, Maintenance and Warranty bonds. Commercial bonds cover obligations typically required by law, statute or regulation. The following are just a few of the industry types that we can service:

- Condominium Associations
- Developers
- General Contractors
- Financial Services Industry
- Hazardous Materials and Waste
- Healthcare
- Manufacturing
- Oil & Gas
- Property Managers
- Restaurants
- Retail Industry
- Service Contractors
- Subcontractors
- Wholesalers/Suppliers/Distributors

Types of Commercial Bonds commonly written by Brown & Brown include:

Agricultural Dealers Bond	Medicare/Medicaid Bonds	Release of Lien Bonds
Appeal Bonds	Miscellaneous Bonds	Replevin Bonds
Citrus Dealer Bonds	Mobile Home Dealer Bonds	Right-of-Way Bonds
Court Bonds	Mortgage Broker Bonds	Seller of Travel Bonds
Customs Bonds	Motor Vehicle Dealer Bonds	Supply Bonds
Employee Dishonesty Bonds	Notary Public Bonds	Tax Bonds
Fidelity Bonds	Patient Trust Bonds	Title Agents Bonds
Franchise Dealer Bonds	Professional Solicitors Bonds	Utility Deposit/Payment Bonds
Fuel Tax Bonds	Public Official Bonds	Warehouse Bonds
Garnishment Bonds	Reclamation Bonds	Workers' Compensation Bonds
License & Permit Bonds	Recreational Vehicle Dealer Bonds	Yacht Broker/Salesman Bonds

For more information or questions, please contact our Bond Manager, Tyler Debord at 386-239-5703 or email at tdebord@bbdaytona.com.

EMPLOYEE BENEFITS

Brown & Brown is an insurance intermediary for Employee Benefits insurance. We are experts in analyzing plan design information and claim experience in order to make sure our clients have the best employee benefits package for their employee's at the most competitive cost. We broker the following products:

- Medical Insurance – Fully Insured / Self Insured / Dividend Plans
- Consumer Driven Health Plans – H.S.A's / HRA's
- Dental Insurance
- Basic and Voluntary Life Insurance
- Short and Long Term Disability
- Vision Insurance
- Flex Spending Accounts
- Employee Assistance Plan
- COBRA Administration
- Voluntary Products
- Legal Plans

We also realize the service intensive nature of Employee Benefits packages. Therefore, we have experienced Account Executives and Account Managers to assist our clients with all aspects of employee benefit plans including:

- Guarantee Renewals 45-60 days in advance
- Billing, Claims, Eligibility issues
- Electronic Enrollment
- Open Enrollment Assistance
- Benefits at a Glance / Benefit Business Cards
- Compensation Statements
- HR/ Benefits Website
- Employee Surveys

For more information or questions, please contact our Employee Benefits Manager, Ryan Rothrock at 386-239-5716 or email at rrothrock@bbdaytona.com.



City of Flagler Beach **AGENDA ITEM # 8**

Item Summary and Recommendation

SUBJECT: Approve a proposal for Financial Advisor Services for Financing Note, from Public Financial Management, Inc. ("PFM") for Stormwater and CRA Notes.

BACKGROUND: The City Commission motioned to have Staff move forward with the PFM group at the April 23, 2015 meeting.

ATTACHMENTS: Proposals for Financial Advisor Services from Public Financial Management, Inc. ("PFM")

SUBMITTED BY: Kathleen Doyle, Finance Director

STAFF COMMENTS:

CITY MANAGER: Staff was directed to move forward with the refinancing of both the CRA and Stormwater Fund Revenue Notes during the April 23rd meeting. This service by "PFM" was discussed as part of the overall directions.

FINANCE DIRECTOR: The costs for the Financial Advisor Services will be included in the funding of the Revenue Note.



The PFM Group

Lincoln Plaza
Suite 1170
300 S Orange Avenue
Orlando, FL
32801-3470

407 648-2208
407-648-1323 fax
www.pfm.com

April 28, 2015

Bruce Campbell
City Manager
105 South Second Street
Flagler Beach, FL 32136

RE: Proposal for Financial Advisor Services for Refunding Note, Series 2015

Dear Mr. Campbell:

Public Financial Management, Inc. ("PFM") is pleased to submit this proposal to assist the City of Flagler Beach (the "City") in the development of a plan of finance related to the City's proposed issuance of its Refunding Note, Series 2015 (the "2015 Note") to be issued to refund the City's Stormwater Revenue Note, Series 2009 and Community Redevelopment Note, Series 2009. PFM proposes to assist the City with the development of the plan of finance, implementation of the recommended plan of finance and completion of the entire transaction management process. When developing the plan of finance, PFM will implement the following procedures:

1. Analyze the outstanding debt, different revenue streams that are available to service the debt, and any plans for additional debt in the future. Based on this review PFM will make recommendations on how the debt should be structured and which revenue stream(s) should be pledged to pay debt service in order to provide the City the lowest overall financing cost.
2. Once a structure has been decided on, PFM will analyze whether the City should procure funding through the issuance of a bank loan or publically offered bond deal. Depending on the structure of the financing, goals and objectives of the City and market conditions at the time of sale; PFM will recommend which financing vehicle will result in the City achieving the lowest overall financing costs and most favorable terms.

Once the plan of finance that will generate the overall lowest financing cost to the City has been recommended, PFM will assist the City in the implementation of this plan of finance. The steps involved in this will differ depending on the above recommendations, but are broadly outlined as follows:

1. Develop financing timetable.
2. Assist the City with the procurement of other members of the financing team.
3. Assist the City with development of bank loan request for proposals.
4. Assist with the drafting and review of financing documents.
5. Attend Board Meetings when approval of the financing is being requested.
6. Assist with the review of closing documents.
7. Draft closing/wiring instructions memorandum.
8. Attend pre-closing.
9. Oversee closing of the financing.

To assist the City with the development of the plan of finance and transaction management process described above, PFM would charge the City a flat fee of \$12,500 plus out of pocket expenses (assumes issuance of single financing). If two separate financings are required an additional fee of \$5,000 will be charged.

PFM is a registered municipal advisor with the SEC and the Municipal Securities Rulemaking Board ("MSRB") under the Dodd-Frank Act of 2010 (Registration #: 866-00397-00). PFM's obligation under this



Mr. Bruce Campbell
April 28, 2015
Page 2

Agreement is solely to perform its services described above in a professional and timely manner conforming to generally accepted standards and practice for municipal advisors.

If you have any questions about this proposal or the scope of services involved please do not hesitate to give me a call. We look forward to continuing to serve the City as its financial advisor.

Sincerely,
Public Financial Management, Inc.

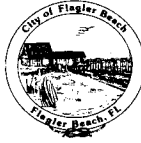
James W. Glover
Managing Director

Accepted By:
City of Flagler Beach, Florida

NAME: _____

TITLE: _____

DATE: _____



City of Flagler Beach **AGENDA ITEM # 9**

Item Summary and Recommendation

SUBJECT: Approve an Agreement for Bond Council Services for the Stormwater and CRA Revenue Notes, from Bryant, Miller Olive, P.A.

BACKGROUND:

ATTACHMENTS: Proposals for Bond Council Services from Bryant, Mill Olive, P.A.

SUBMITTED BY: Kathleen Doyle, Finance Director

STAFF COMMENTS:

CITY MANAGER: Similar to agenda item 8, Staff is moving forward with the refinancing of both the CRA and Stormwater Fund Revenue Notes. Bond Council is required as discussed during the April 23rd meeting when this direction to proceed was given to Staff.

FINANCE DIRECTOR: The costs of the Bond Council Services will be included in the funding of the Revenue Note.

AGREEMENT FOR BOND COUNSEL SERVICES

BRYANT, MILLER OLIVE, P.A. a professional association organized under the laws of the State of Florida (the "Firm"), agrees to serve as Bond Counsel to the City of Flagler Beach, Florida, a municipal corporation organized under the laws of the State of Florida (the "City") for purposes hereof.

SCOPE OF BOND COUNSEL ENGAGEMENT

The Firm, as Bond Counsel will, perform the following legal services with respect to the issuance of the obligation or obligations issued in a direct placement with a bank to refund the City's outstanding Stormwater Revenue Note, Series 2009 and its Community Redevelopment Revenue Note, Series 2009 (collectively, the "Notes") and matters relating thereto (subject to the Terms of Engagement attached hereto as Exhibit A):

1. Prepare, review and opine on bond ordinances and resolutions related to refunding the Notes, including an opinion on the validity of the refunding notes, the security of the offering and whether and to what extent interest on the notes is exempt from income and other taxation;
2. Attend bid openings and assist in analyzing bids to determine final award;
3. Provide advice on legal matters to ensure the City's fiscal strengths;
4. Prepare for and attend City committee meetings, board commission meetings, special meetings and workshops related to debt as requested by the City;
5. Consult with the Finance Department Director or City Staff regarding debt matters;
6. Prepare and/or review debt-related policies, rules, and procedures of the City;
7. Review all contracts, agreements and documents that affect debt with the City; and
8. Provide legal opinions on sale of bonds and notes.

Our duties as Bond Counsel in this engagement with respect to any one financing are limited to those expressly set forth above. Among other things, our duties as Bond Counsel on a specific financing do not include:

1. Bond validation proceedings and post-closing reinvestment of note proceeds;
2. Investigation or expression of any view as to the creditworthiness of the City, the Bond, any credit enhancement provider, or the debt instrument; or, providing services related to hedging or derivative financial products (e.g. "swaps" and related documents or opinions);

3. Representation of the City in post-closing regulatory investigation or matters;
4. Bankruptcy matters;
5. Drafting state constitutional or legislative amendments;
6. Pursuing test cases or other litigation, such as contested validation proceedings, except as may otherwise be set forth herein;
7. Representing the City in Internal Revenue Service examinations or inquiries, or Securities and Exchange Commission investigations;
8. After Closing, providing continuing advice to the City or any other party concerning any actions necessary to assure that interest paid on the Bond will continue to be excludable from gross income for federal income tax purposes (e.g., our engagement does not include rebate calculations for the Bond); or
9. Addressing any other matter not specifically set forth above that is not required to render our Bond Counsel Opinion on a particular financing.

The services outlined above may be performed by the Firm upon request in writing from the City.

CONFLICTS

The rules regulating The Florida Bar provide that common representation of multiple parties is permissible where the clients are generally aligned in interest, even though there is some difference in interest among them. We have disclosed to the City that we have, currently do and may in the future, serve as bond and/or disclosure counsel to other local governments or otherwise act as original purchaser's counsel on public finance matters in Florida. From time to time, we may represent the firms which may underwrite and banks that purchase the City's bonds, notes or other obligations (and other financial institutions hired by the City) on financings for other governmental entities in Florida on unrelated matters. In either case, such representations are standard and customary within the industry and we can effectively represent the City and the discharge of our professional responsibilities to the City will not be prejudiced as a result, either because such engagements will be sufficiently different or because the potential for such prejudice is remote and minor and outweighed by consideration that it is unlikely that advice given to the other client will be relevant in any respect to the subject matter, and the City expressly consents to such other representations consistent with the circumstances herein described. The City acknowledges and agrees that our role as bond counsel, disclosure counsel, or counsel to any local governmental entity or financial institution or in conjunction with public finance transactions is not likely to create or cause any actual conflict, and service as disclosure counsel, bond counsel, or counsel to other clients of ours will not per se be construed as a conflict or be objectionable to the City. However, the City reserves the right to identify a

representation that it finds objectionable in the future, in which case we agree to take appropriate steps to resolve the issue.

ATTORNEY-CLIENT RELATIONSHIP

In this transaction, the City will be our client and an attorney-client relationship will exist between the City and the Firm. In performing our services as Bond Counsel, we will represent the interests of the City exclusively. Our representation of the City will not affect, however, our responsibility to render an objective Bond Counsel Opinion.

Upon closing of the Bond transaction, without notice, it will be presumed that our services on that transaction shall be complete, and our Firm will not be actively providing any services under this engagement letter, until requested again by the City or its counsel.

FEES

For the services described above (other than validation procedures and related appeals), except as described below, the City agrees that the Firm shall be compensated for Bond Counsel services, at the time the bonds or notes are issued as described herein. The firm understands the City contemplates the refunding of one or both of its outstanding Notes in a direct placement with a bank or banks. In the event that the City structures its plan of finance to include one financing for both Notes, the Firm proposes a fixed fee for legal services equal to \$17,500. If the City decides to split the financings, the Firm proposes a fixed fee for legal services equal to \$12,500 for each note issuance.

The Firm shall also be available to assist the City for hourly rate services unrelated to the specific issuance of a new debt or the provision of other extraordinary legal services identified and agreed to by the City and the Firm (including without limitation, the review of bond documents proposed to be executed in connection with the acquisition, if any, of private utility system assets by another governmental entity); such services shall be performed at a rate of \$290 per hour for shareholder and \$250 per hour for associates upon the request of the City. Invoices to the City for hourly legal services unrelated to specific issuance of a new debt shall be itemized and shall set forth the attorney or paralegal, subject of the charge, the time applicable to the charge and the rate per hour. Upon mutual agreement, the City and the Firm may alternatively agree to a negotiated fee structure for services unrelated to the specific issuance of a new debt.

It is understood and agreed by the parties that the City will reimburse the Firm for reasonable out-of-pocket expenses, as permitted by law, whether or not bonds or notes are ultimately issued. The reimbursement of expenses will be capped at \$1,500.

MISCELLANEOUS

The City may cancel or terminate this Agreement upon thirty (30) days advance written notice to the Firm. In the event of cancellation, the Firm shall, unless otherwise requested by the City, immediately cease work hereunder and shall be reimbursed for eligible and documented reimbursable expenses incurred prior to the date of cancellation

This Agreement shall be governed by and construed in accordance with the laws of the State of Florida. This Agreement may be amended only by a writing duly entered into by the City and the Firm.

DATED this _____ day of May, 2015.

(SEAL)

CITY OF FLAGLER BEACH, FLORIDA

By: _____
Mayor

ATTEST:

City Clerk

APPROVED AS TO FORM

City Attorney

BRYANT MILLER OLIVE P.A.

Authorized Signatory

TERMS OF ENGAGEMENT

We appreciate your decision to retain Bryant Miller Olive, P.A. as your legal counsel. This document explains certain important terms of our relationship.

1. **Scope.** Our engagement and the services that we will provide to you are limited as described in the accompanying letter. Any changes in the scope of our representation as described in the letter must be approved in writing. We will provide services of a strictly legal nature related to the matters described in that letter. You will provide us with the factual information and materials we require to perform the services identified in the letter, and you will make such business or technical decisions and determinations as are appropriate. You will not rely on us for business, investment, or accounting decisions or expect us to investigate the character or credit of persons or entities with whom you may be dealing, unless otherwise specified in writing with respect to a specific assignment.

2. **Confidentiality and Related Matters.** Several points regarding the ethics of our profession that will govern our representation deserve emphasis. As a matter of professional responsibility, we are required to preserve the confidences and secrets of our clients. This professional obligation and the legal privilege for attorney-client communications exist to encourage candid and complete communication between a client and his lawyer. We can perform truly beneficial services for a client only if we are aware of all information that might be relevant to our representation. Consequently, we trust that our attorney-Client relationship with you will be based on mutual confidence and unrestrained communication that will facilitate our proper representation of you. Additionally, you should be aware that, in instances in which we represent a corporation or other entity our client relationship is with the entity and not with its individual executives, shareholders, directors, partners, or persons in similar positions, or with its parent, subsidiaries, or other affiliates. In those cases, our professional responsibilities are owed only to that entity, alone, and no conflict of interest will be asserted by you because we represent persons with respect to interests that are adverse to individual persons or business organizations who have a relationship with you. Of course, we can also represent individual executives, shareholders, partners, and other persons related to the entity in matters that do not conflict with the interests of the entity, but any such representation will be the subject of a separate engagement. We generally do not represent multiple parties to a transaction or other legal matter, but to the extent this engagement involves representation of more than one similarly situated person or entity in a particular matter, our representation of the group will not include the representation of any of the members of the group in relation to any other members of the group.

3. **Fees.** Although fees for engagements of this nature will generally be determined on an hourly basis, we sometimes agree with our clients to perform services on a fixed-fee or other basis that we and the client believe will encourage efficiency and reflect the value of our services in relation to a particular objective. If this engagement is one for which we have specifically agreed in writing on a fixed-fee arrangement, you agree that our fees will not be limited to the fixed amount if you fail to make complete and accurate disclosure of information

that we have requested and that we reasonably require for our work, or if there is a material change in the terms, conditions, scope, or nature of the work envisioned when we determined the fixed amount, or as compared with the work normally and customarily involved in similar engagements, resulting in an increase in the scope, complexity or value of services to be provided by us. If any of these events occurs, you agree that our fees will be appropriately increased to account for such changed circumstances based upon the factors described below, unless you and we agree on a revised fixed fee. If the accompanying letter does not provide for a fixed fee, or if we do not otherwise confirm to you in writing a fee arrangement, our fees for services will be determined as described in the following paragraphs.

When establishing fees for services that we render, we are guided primarily by the time and labor required, although we also consider other appropriate factors, such as the novelty and difficulty of the legal issues involved; the legal skill required to perform the particular assignment; time-saving use of resources (including research analysis, data and documentation) that we have previously developed; the fee customarily charged by comparable firms for similar legal services; the amount of money involved or at risk and the results obtained; and the time constraints imposed by either the client or the circumstances.

In determining a reasonable fee for the time and labor required for a particular matter, we consider the ability, experience, and reputation of the lawyer or lawyers in our firm who perform the services. To facilitate this determination, we internally assign to each lawyer an hourly rate based on these factors.

Of course, our internal hourly rates change periodically to account for increases in our cost of delivery legal service, other economic factors, and the augmentation of a particular lawyer's ability, experience, and reputation. Any such changes in hourly rates are applied prospectively. We record and bill our time in one tenth hour (six minute) increments. Also, to appropriately compensate us in situations where our services provide a significant benefit that is disproportionate to the time devoted to the matter, we may adjust the fee, subject to your approval of the adjusted fee, on an "added-value" basis if and to the extent the services contribute to a favorable result for you.

4. Out-of-Pocket Expenses. In addition to legal fees, our statements will include out-of-pocket expenses that we have advanced on your behalf and our internal charges for certain support activities. We may request an advance cost deposit (in addition to the advance fee deposit) when we expect that we will be required to incur substantial costs on behalf of the client.

During the course of our representation, it may be appropriate to hire third parties to provide services on your behalf. These services may include such things as consulting or testifying experts, investigators, providers of computerized litigation support, court reporters, or other consultants. Because of the legal "work product" protection afforded to services that an attorney requests from third parties, in certain situations our firm may assume responsibility for retaining the appropriate service providers. Even if we do so, however, you will be responsible

for paying all fees and expenses directly to the service providers or reimbursing us for these expenses. The firm attempts to achieve efficiencies and savings for its clients when dealing with independent contractors. The firm may be able to obtain a reduced charge from a contractor or achieve other benefits to the client if the firm provides certain functions. For these administrative and coordination services, the firm may charge an administrative fee, which will be separately disclosed to you.

Notwithstanding the foregoing, the firm will not incur or bill to the City more than \$400.00 in costs, expenses or third party charges without obtaining the prior written approval of the City.

5. **Billing.** We bill periodically throughout the engagement for a particular matter, and our periodic statements are due when rendered. If our fees are based primarily on the amount of our time devoted to the matter, our statements will be rendered monthly. In instances in which we represent more than one person with respect to a matter, each person that we represent is jointly and severally liable for our fees and expenses with respect to the representation. Our statements contain a summary of each matter for which legal services are rendered and a fee is charged.

If our statements are not paid in a timely manner, we reserve the right to discontinue services. Additionally, if our statement has not been paid within 30 days from the date of the statement, we reserve the right to impose an interest charge of 1.25 percent per month (a 15 percent annual percentage rate) from the 30th day after the date of the statement until it is paid in full. Interest charges apply to specific monthly statements on an individual basis. Any payments made on past due statements are applied first to the oldest outstanding statement. We shall be entitled to attorneys' fees and expenses if collection activities are necessary.

6. **Questions About Our Bills.** We invite you to discuss freely with us any questions that you have concerning a fee charged for any matter. We will attempt to provide as much billing information as you require and in such customary form that you desire.

7. **Relationships with Other Clients.** We are sometimes asked to represent a client with respect to interests that are adverse to those of another client who is represented by the firm in connection with another matter. Just as you would not wish to be prevented in an appropriate situation from retaining a law firm that competes with us, our firm wishes to be able to consider the representation of other persons who may be competitors in your industry or who may have interests that are potentially adverse to yours, but with respect to matters that are unrelated in any way to our representation of you. The ethics rules that govern us permit us to accept such multiple representations, assuming certain requirements are met.

During the term of this engagement, we agree that we will not accept representation of another client to pursue interests that are directly adverse to your interests unless and until we make full disclosure to you of all the relevant facts, circumstances, and implications of our undertaking the two representations, and confirm to you in good faith that we have done so and that the following criteria are met: (i) there is no substantial relationship between any

matter in which we are representing or have represented you and the matter for the other client; (ii) any confidential information that we have received from you will not be available to the lawyers and other firm personnel involved in the representation of the other client; (iii) our effective representation of you and the discharge of our professional responsibilities to you will not be prejudiced by our representation of the other client; and (iv) the other client has also consented in writing based on our full disclosure of the relevant facts, circumstances, and implications of our undertaking the two representations. If the foregoing conditions are satisfied, you agree that we may undertake the adverse representation and that all conflict issues will be deemed to have been resolved or waived by you.

8. Title Insurance Services. This firm is an approved agent for several title insurance underwriters operating in Florida. If this engagement involves a transaction for which this firm will act as the title insurance agent, this confirms that when we issue a title insurance policy, we are entitled to a portion of the title insurance premium known as the "agent's share," and the remainder is remitted by us to the underwriter. We price title insurance based on the rates promulgated by the State of Florida Department of Financial Services. In certain circumstances, where dictated by the market or other dynamics of a transaction, we sometimes agree to credit against our client's general legal fees and costs a portion of the agent's share of a substantial title insurance premium paid by our client, assuming such share exceeds the title insurance related time (valued on an hourly basis consistent with our legal fees) and costs incurred by us in our role as the title insurance agent. Unless such a credit is provided for in the accompanying letter, then such a credit or rebate will not be applicable to an assignment or any associated title insurance with which the firm is involved. Any search or exam fees charged by the underwriter will be either billed directly to you or charged to you as a vendor cost on the general legal bill or closing statement. While we appreciate your confidence in us, we wish to clarify that there are other providers of title insurance, so you should feel free to consult other providers to make sure you are comfortable with our proposal before allowing us to proceed as the title insurance agent for any transaction.

9. Termination. Upon termination of our relationship, the attorney-client relationship will end unless you and we have expressly agreed to a continuation with respect to certain matters. The representation is terminable at will by either of us. The termination of the representation will not terminate your obligation to pay fees and expenses incurred prior to the termination.

If any of them is unacceptable to you, please advise us now so that we can resolve any differences and proceed with a clear, complete and consistent understanding of our relationship.



City of Flagler Beach **AGENDA ITEM # 10**

Item Summary and Recommendation

SUBJECT: Approve a Use Agreement for the use of the Flagler Beach Pier Small Storage Space.

BACKGROUND: If approved this will be the third annual agreement with Mr. Shank and Mr. Lash.

ATTACHMENTS: Use Agreement

STAFF COMMENTS:

CITY MANAGER: The radio station is a real asset to Flagler Beach. The station has been involved with City Staff regarding upcoming events, PSA's and the promotion of our City's Historic Museum. I see no reason not to renew contract at current rate.

FINANCE DIRECTOR: Recommend Approval.

USE AGREEMENT
Flagler Beach Pier Small Storage Space

This Use Agreement is made and entered into this ____ day of May 2015, by and between the City of Flagler Beach, a municipal Corporation (hereinafter the "City"), and the Vern Shank and Chris Lash (hereinafter collectively the "Grantees") for the use of the small storage space located at the Flagler Beach Pier (hereinafter the "Premises"). WHEREAS, the City owns the Premises; and

WHEREAS, the Grantees have examined and found the condition of the Premises suitable for the purposes intended; and

WHEREAS, the Grantees understand that this Agreement applies only to the small storage space located at the Flagler Beach Pier and no portion of the surrounding premises;

NOW THEREFORE, in consideration of the mutual covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. TERM

The term of this Use Agreement shall begin on April 1 and shall continue for twelve (12) months unless terminated earlier as provided herein. The parties may renew this Use Agreement for additional twelve (12) month periods. If the Grantees desire to renew this Use Agreement, they shall provide written notice to the City of their intent to renew at least six (6) months prior to the expiration of the current term. If the parties agree to the renewal of this Agreement, the parties shall memorialize said renewal in writing. No renewal of this Agreement shall be effective unless agreed to in writing by both parties.

2. PAYMENT

As consideration for the use of the Premises, Grantees shall pay the City One Hundred Fifty Dollars (\$150.00) per month, which amount shall be due and payable on the first day of each month.

3. TAXES

Grantees shall be responsible for and shall pay all taxes levied against the Premises which are attributable to Tenant's use of the Premises, along with all sales and/or use taxes (if any) that may be due in connection with the payments provided for herein.

4. UTILITIES

City will pay all utility costs and perform all necessary maintenance and upkeep on the premises.

5. INDEMNIFICATION AND INSURANCE

(a) The Grantees agree to the fullest extent permitted by law to at all times indemnify, defend and hold the City harmless from and against any and all liability, loss, claim, suit, damage, charge or expense which the City may suffer, sustain, incur, or in any way be subjected to, on account of death of or injury to any person whomsoever and damage to or loss of or destruction of any property whatsoever, arising from, or in any way connected to the Grantees or its employees, customers, invitees or guests' use of the Premises, or occasioned wholly or in part by any act or commission of the Grantees, its employees, customers, invitees or guests. Should the City be made a party to any claim or litigation for death or injury to person or damage to or loss of property commenced by anyone against the City arising out of the Grantees or its employees, customers, invitees or guests', use of the Premises, the Grantees shall defend, indemnify and hold the City harmless and shall pay all costs, expenses and reasonable attorney's fees of the City's attorneys incurred or paid by the City in connection with such claim or litigation within thirty (30) days of receipt of any invoice pertaining thereto.

(b) The Grantees shall obtain a comprehensive, general liability insurance policy naming the City as an additional named insured with minimum coverage limits of \$1,000,000 per occurrence. Said policy shall not be cancelable without thirty days prior written notice to the City.

6. USE OF THE PREMISES

Pursuant to this Agreement, the Grantees shall be allowed to use the Premises as a remote radio studio as more particularly set forth in Exhibit "A," attached hereto and incorporated herein. The Grantees agree to conduct their business in a proper manner and neither to do nor suffer anything to be done to the detriment of said Premises nor to permit any waste, reasonable wear and tear excepted, nor to permit said Premises to be used for any illegal or immoral purpose.

7. ASSIGNMENT

This Agreement is non-assignable by either Party.

8. TERMINATION

Either Party may terminate the Agreement without cause upon giving the other party at least sixty (60) days' advance notice in writing of intent to terminate.

9. ENTIRE AGREEMENT

This Agreement constitutes the entire agreement between the parties and supersedes all prior oral or written agreements related to the Premises. No waiver, modifications, additions or addenda to this Agreement shall be valid unless in writing and signed by both the City and the Grantees.

10. ATTORNEYS' FEES AND COURT COSTS;

In the event that any party hereto shall bring an action or proceeding for an alleged breach of any provision of this Agreement, the prevailing party shall be entitled to recover, as part of such action or proceeding, reasonable attorneys' fees, paralegal fees, and court costs at both trial and appellate levels.

11. CONTROLLING LAWS AND VENUE

a. This Agreement is to be governed by the laws of the State of Florida.

b. Venue for any legal proceeding related to this Agreement shall be in the Seventh Judicial Circuit Court in and for Flagler County, Florida.

IN WITNESS WHEREOF, the Parties have executed this Use Agreement this _____ day of May 2015.

ATTEST:

CITY OF FLAGLER BEACH

Penny Overstreet, City Clerk

Linda Provencher, Mayor

GRANTEES:

Vern Shank

Chris Lash

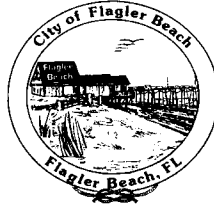
Proposal for Flagler Beach City Commission
Surf 17 Radio at Flagler Beach Pier

Overview: Vern Shank and Chris Lash, veteran radio people, are proposing to rent the small closet room located at the Flagler Beach Pier, used for storage now, as a remote studio for their new radio project Surf 17. Housed in the room would be a lap top, two micro phones, a small audio board, and a micro transmitter antenna (to be placed out of site, on the back side of the roof of the pier).

Station: The station, a legal, unlicensed FCC approved Part 15 station would serve the City of Flagler Beach only, transmitting for a distance of about 1 1/2 to 3 miles. Surf 17 will broadcast beach and island music, with an oldies touch, and will promote and highlight any and all events to be held at Flagler Beach, the parks, the pier etc. Surf 17 will also stream on the internet at flaglerbeachradio.com and via a phone app, reaching the world about our special town.

Lease: With the lease attached, we would propose to lease the Pier site for a period of one year at a cost of \$150.00 a month, plus unlimited free marketing for everything going on in the city during the same time period. This price would include the cost of electric for the room. We would be responsible for securing and paying for an internet connection into the room. The City of Flagler Beach will be named co-insured on a liability insurance policy from Vern's Pyramid Disc Jockey Company.

Access: Vern Shank and Chris Lash would need access to the room with a key for each of us, so live broadcasts can be done on a normal regular basis.



City of Flagler Beach **AGENDA ITEM # 11**

Item Summary and Recommendation

SUBJECT: Change Order No. 1 from Saboungi Construction, Inc. for the Public Works Building Project.

BACKGROUND: The City Commission approved the original contract with Saboungi Construction, Inc. for \$249,840 for this project. The contract time changes are primarily due to the delay in site preparation work, which was done by the Public Works Department. The delays were partly caused by weather and the work was done over and above regular Department duties.

RECOMMENDATIONS: Approve Change Order No. 1.

ATTACHMENTS: Change Order No. 1 dated May 5, 2015.

SUBMITTED BY: Robert M. Smith

DATE: May 5, 2015

STAFF COMMENTS:

City Manager : The foundation preparation and site preparation was a “big bite” for our City Staff. Good news is we are done. Bad news it took additional time. Thus, the need to increase contract time with paid contractor.

CHANGE ORDER FORM

Project: City of Flagler Beach
Public Works Maintenance Building

CHANGE ORDER NO. 1

DATE OF ISSUANCE: May 5, 2015

CONTRACTOR: Saboungi Construction, Inc.

EFFECTIVE DATE: May 5, 2015

ENGINEER: R. Smith

OWNER'S CONTRACT NO.: N/A

The following changes are hereby made to the Contract Documents:

CHANGE IN CONTRACT TIMES:

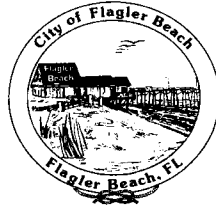
Original Contract Time

Final Completion: April 13, 2015

Net Increase of this Change Order: 90 Days

New Contract Time

Final Completion: July 6, 2015



City of Flagler Beach **AGENDA ITEM # 13**

Item Summary and Recommendation

SUBJECT: Resolution 2015-13, adopting personnel policy changes, providing for conflict and an effective date.

BACKGROUND: During the Commission Workshop meeting on November 6, 2014 the Commission identified changes to be made throughout the Personnel Policy.

RECOMMENDATIONS: Approve

ATTACHMENTS: Recommended changes to original resolution 2014-26

SUBMITTED BY: Liz Mathis, HR Officer

Staff Comments:

City Manager: Changes are those discussed and captured as the policy was reviewed in November 2014. Approve changes as recommended.

RESOLUTION 2015-13

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA, ADOPTING PERSONNEL POLICY CHANGES; PROVIDING FOR CONFLICT AND AN EFFECTIVE DATE.

WHEREAS, The Flagler Beach City Commission approved the amended Flagler Beach Personnel Policy, known as Resolution 2014-26, and;

WHEREAS, a diligent review and discussion of the amended policy has been held by the Flagler Beach City Commission; and

WHEREAS, agreement has been reached, by the Commission, on the wording changes included in the amended Personnel Policy.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, FLORIDA:

SECTION 1. The personnel policies, procedures, and rules attached hereto and incorporated herein as Exhibit "A" are hereby adopted.

SECTION 2. SEVERABILITY. If any section, sentence, phrase word or portion of this Resolution is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any other section, sentence, phrase word or portion of the Resolution not otherwise determined to be invalid, unlawful or unconstitutional.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2015.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

PERSONNEL POLICIES OF THE CITY OF FLAGLER BEACH

ARTICLE I.

SECTION I.1. Generally.

(a) The purpose of these personnel policies is to provide a general guide for the personnel administration of the City of Flagler Beach.

(b) It is the intent of these policies to assure fair treatment of all of the city employees in all aspects of personnel administration. These policies shall be carried out without regard to an employee's political affiliation, race, color, creed, national origin, religion, marital status, handicap, age or sex and with proper regard for an employee's privacy and rights as a citizen.

(c) All employees are at-will and serve at the pleasure of the city and no employee shall have any vested rights in his or her employment or in the practices and procedures set forth in these personnel policies except only by a specific written contract. It is the intent of the city to have a mutually beneficial relationship with each employee. Each employee should endeavor to improve his/her performance and skills to enable the city to offer quality service to the public and provide opportunities for advancement of employees.

(d) If any section, subsection or provision of these policies is found to be invalid by any court of competent jurisdiction, the ruling shall not affect the validity of any other section.

SECTION I.2. Positions covered.

a) These personnel policies cover most employees in the municipal government. Some positions are not covered due to their nature. Those positions are:

- Mayor and commissioners
- City manager
- City attorney
- Members of boards, commissions and committees
- Seasonal and temporary positions
- Volunteers.

(b) Positions governed by collective bargaining agreements are covered by those agreements and are not covered by these policies.

(c) Positions that are exempt under the Fair Labor Standards Act are covered by all provisions of these personnel policies except overtime policies.

(d) The city commission may authorize extending the benefits of the career service or may authorize filling any positions in the manner in which positions in the career service are filled.

43 (e) Personnel employed under the provisions of government programs or grants
44 approved by the city commission or the city manager shall be considered as noncovered
45 positions. Methods of appointment, rights and benefits will be determined by the city
46 manager, unless otherwise specified by the governmental agreement.

47

48 **SECTION I.3. Administration.**

49

50 (a) The city manager shall be responsible for the administration and direction of the
51 city's personnel program.

52 (b) Department heads will be responsible for the proper and effective administration
53 of these personnel policies within their respective departments. Routine matters
54 pertaining to enforcement may be delegated.

55

56 **SECTION. I.4. Amendments.**

57

58 (a) The city manager shall present to the city commission for its approval, or the city
59 commission may consider on its own motion, rules, regulations and changes as necessary
60 for the effective administration of the personnel system.

61 (b) Amendments, changes or revisions of the personnel policies as approved by the
62 city commission shall be posted on city bulletin boards and distributed to all city
63 departments.

64 **SECTION I.5. Department policies.**

65

66 (a) Department operating policies and procedures serve as supplements to these
67 policies. In the event of conflict in any section, these personnel policies shall prevail.

68 (b) Department policies and procedures will be in writing and approved by the city
69 manager for conformance to the personnel policies.

70

71 **SECTION 1.6. Definitions.**

72

73 For the purposes of these policies, the following words and terms shall have the meaning
74 ascribed thereto:

75 *Active pay status* includes annual leave, sick leave, funeral leave, court leave, conference
76 leave, military leave, examinations, educational leave, disability leave, flex time,
77 holiday or time worked.

78 *Anniversary date.* The date on which an employee begins employment and the same date
79 in following years. This is the date from which longevity, vacations and sick leave
80 are computed. This is not the same as the date utilized for salary increase or pay
81 status change.

82 *Annual increase cap:* The highest percentage increase an employee remaining in the
83 same position may receive, as determined annually by the city commission. The
84 cap includes COLA, salary range consideration (SRC), and performance pay
85 increase (PPI).

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

88 *Applicant.* Individual who has completed and submitted an application for employment
89 with the city.

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

92 *Average salary:* The average current wages being paid within a salary range to current
93 occupants of that position in the most current survey utilized by the City.

94 *Benchmark:* An external measure used to calibrate and direct internal actions.

95 *Career service employee.* A full-time employee who has successfully completed an initial
96 probationary period. A career service employee is subject to and receives all
97 benefits and rights as provided by the personnel policies.

98 *Catastrophic illness.* An illness or injury that incapacitates the employee or a member of
99 the employee's immediate family and creates a hardship because the employee
100 has exhausted all eligible leave credits.

101 *City.* The municipal corporation chartered under the State of Florida.

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

105 *Class description.* Written description of a class consisting of a class title, a general
106 statement of the major function of work, illustrative duties and the qualifications
107 for the class.

108 *Class title.* Title in the classification plan which describes the general nature of work of
109 the position.

110 *Classification:* Grouping position in classes.

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

115 *Classification plan.* Official system of grouping positions into classes.

116 *COLA—Cost of living adjustment:* This is the rate of inflation as defined by the CPI as
117 published by the U.S. Department of Labor for the South Region for Urban Areas
118 with less than fifty thousand (50,000) in population.

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

121 *Compensation plan.* The official schedule of pay assigning rates of pay to each class title.

122 *Continuous service.* Employment which is uninterrupted except for authorized leaves of
123 absence. However, employees on unpaid leave shall not accrue any city benefits.

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

126 *Dismissal.* Termination from city employment by the City.

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

129 *Full-time.* Position that requires an employee to normally work more than twenty-nine
130 (29) hours per week.

131 *Immediate family.* Includes spouse, children or parents (this definition is for purposes of
132 sick leave).

133 *Insubordination.* The unwillingness on the part of an employee to submit to the authority
134 vested in supervisors, department heads, and the city manager or the intentional
135 circumvention by an employee of the authority vested in supervisors, department
136 heads or city manager.

137 *Job code:* Each position in the city is equated to a job code and corresponding salary
138 range and average salary.

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

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

142 *May.* The word "may" shall be interpreted as permissive.

143 *Midpoint:* The midpoint as determined annually by the city commission based upon the
144 current year's benchmark.

145 *Overtime.* Time worked in excess of the adopted standard work week as identified by
146 Fair Labor Standards Act (FLSA) and the U.S. Department of Labor (DOL)
147 regulations for those persons in a nonexempt classification. The standard work
148 week for regular-full time employees is forty (40) hours for a seven-day period.
149 For fire protection employees overtime is based on a ~~special twenty-eight (28) day~~
150 work period; hours worked over 53 in one week.

151 *Part-time.* Position that requires the employee to normally work twenty-nine (29) or
152 fewer hours per week. Part-time employees shall not be provided vacation leave,
153 sick leave and holiday pay and shall not be eligible for health insurance, 401K,
154 life insurance, cola and performance pay increase.

155 *Pay range.* Salary which is assigned to a classification title, expressed as a pay range
156 number.

157 *Performance evaluation.* Annual employee performance review. A report relative to the
158 job performance of employees made by the supervisor. This is used to qualify an
159 employee for continued employment and access to a performance pay increase.

160 *Performance pay increase.* Increase established in the pay plan, by the city commission,
161 which may be granted to an employee based on performance evaluation.

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

164 *Position wage:* The wage currently being paid (to an employee) in a position's salary
165 *range.*

166 *Probationary period.* Period of time provided to allow the department head an
167 opportunity to evaluate an employee's performance and to decide whether or not
168 the employee is to be retained. The initial probationary period shall be six (6)
169 months, but may be extended through the recommendation of the department head
170 and approval of the city manager.

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

173 *Regular appointment.* Appointment to a regular position authorized to be filled.

174 *Relative.* Father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew,
175 niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law,
176 brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter,
177 stepbrother, stepsister, half-brother, half-sister. (State statute definition).

178 *Resignation.* Act of voluntary withdrawing from city employment.

179 *Retirement.* Whenever an employee meets the conditions set forth in the retirement plan
180 regulations, the employee may elect to retire and receive all benefits accrued
181 under an applicable plan.

182 *Salary range:* The minimum and maximum salary afforded to a given position. The
183 minimum range is eighty (80) percent of the midpoint and the maximum is one
184 hundred twenty (120) percent of the midpoint.

185 *Seasonal.* Position that requires the employee to be appointed in the same manner and
186 subject to the same procedure as other employees except that they will be laid off
187 at the close of the season for which they were appointed. (lifeguards and
188 recreation employees, for example.) All seasonal employees are eligible for
189 COLA.

190 *Service in the Uniformed Services.* Means the performance of duty on a voluntary or
191 involuntary basis in a uniformed service and includes active duty for training,
192 inactive duty training, full-time National Guard duty, and a period for which a
193 person is absent from employment for the purpose of an examination to determine
194 the fitness of the person to perform any such duty.

195 *Sexual harassment.* Unwelcome sexual advances, requests for sexual favors, and other
196 verbal or physical conduct of a sexual nature constitute sexual harassment when
197 submission to such conduct is made either explicitly or implicitly a term or
198 condition of an individual's employment, submission to or rejection of such
199 conduct by an individual is used as the basis for employment decisions affecting
200 such individuals, or such conduct has the purpose or effect of unreasonably
201 interfering with an individual's work performance or creating an intimidating,
202 hostile, or offensive working environment.

203 *Shall/will.* These terms are interpreted as being mandatory.

204 *Suspension.* Relief from work without pay under the personnel policies by their
205 department head or other supervisor authorized to enforce disciplinary action.

206 *Temporary employee.* An employee appointed for a special project or other work of a
207 temporary or transitory nature. All temporary employees will serve in a non-
208 covered status and meet requirements set by the city.

209 *Trainee.* Employee undergoing a training period to learn the job duties or to attain
210 education or certification.

211 *Transfer.* Action in which the employee moves from one budgeted position to another
212 with no resulting title change, or if a title change does take place, there is no
213 change in the pay range.

214 *Uniformed Services.* ~~means~~ the Navy, Coast Guard, Marines Corps, Army, Air Force,
215 Army National Guard, International Guard, The Commissioned Corps of the
216 Public health Service and any other category designated by the President in time
217 of service or emergency.

218 *Wage adjustment pools:* Separated categories of a total fund used for annual salary
219 adjustments. Positions in the SAP Salary Administration Plan may qualify for one
220 (1) or more wage adjustment pools. There are three (3) wage adjustment pools:

- 221 (1) COLA pool - All positions receive.
- 222 (2) Salary range consideration (SRC) pool - After COLA positions where the salary is
223 still below the midpoint.
- 224 (3) Performance Pay Pool - All positions where the salary is below the maximum
225 range qualify.

226 *Work day.* Scheduled number of hours an employee is required to work per day.

227 *Work period.* Number of hours regularly scheduled to be worked during any seven (7)
228 consecutive days.

229
230 **ARTICLE II.**

231
232 **STANDARDS OF CONDUCT**

233
234 **SECTION II.1. General policy.**

235
236 (a) The City of Flagler Beach has established a system of personnel management to
237 assist in providing superior service to the community.

238 (b) The city advocates the concept that the quality of public service can reach
239 maximum efficiency through a personnel management system based on merit principles.

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

- 242 | (d) It is the policy of the city to ~~expect~~ demand compliance from employees with all
243 personnel policies, state statutes and federal regulations in the performance of duties. An
244 employee who violates any of these policies shall be subject to disciplinary action.
- 245 (e) The city retains all management rights including but not limited to the following:
- 246 (1) To determine the organization of the city.
- 247 (2) To determine the purpose of each of its department.
- 248 (3) To exercise control and discretion over the organization and efficiency of
249 operations.
- 250 (4) To set standards for services to be offered to the public.
- 251 (5) To manage and direct the employees of the city and to determine the
252 number of personnel to be employed.
- 253 (6) To hire, examine, classify, promote, train, transfer, assign, schedule and
254 retain employees.
- 255 (7) To suspend, demote, discharge or take other disciplinary action against
256 employees.
- 257 (8) To increase, reduce, change, modify or alter the composition and size of
258 the work force, including the right to relieve employees from duties because of
259 lack of work, lack of funds or other reasons.
- 260 (9) To determine the location, methods, means and personnel by which
261 operations are to be conducted including the right to contract and subcontract
262 existing and future work.
- 263 (10) To establish, change or modify the number, types and grades of positions
264 or employees assigned to an organization, unit, department, division or project.
- 265 (11) To establish, change or modify duties, tasks, responsibilities or
266 requirements within job descriptions in the interest of efficiency, economy,
267 technological change or operating requirements.
- 268 (12) To require all employees to have periodic physical examinations which
269 may include psychological, drug and controlled substance testing, etc., at the
270 city's expense.

271
272 | **SECTION II.2. Equal employment opportunity.**
273

- 274 (a) The equal employment opportunity (EEO) policy of the city provides for the
275 equal opportunity before and during employment with the city for all applicants and
276 employees regardless of race, color, religion, sex, age, national origin, political
277 affiliation, handicap, marital status, or other similar factors not job related. To ensure
278 compliance with this policy all employment applications shall have attached an "Equal
279 Employment Opportunity Tracking Form". Such form shall collect statistical data such as
280 but not limited to: the sex, age, race, national origin and disability, if any, of each
281 | applicant. All employment applications submitted to the city shall be forwarded to the

282 Human Resources Officer who shall separate the EEO Tracking Form from the
283 application. The designated employee shall be responsible for the statistical data, and the
284 application shall be forwarded to the city manager or his or her designee for
285 consideration.

286 (b) The city's policy of equality of opportunity applies to all levels of employment in
287 the city and to all job classifications. In addition, it is the responsibility of each
288 department head and supervisor to give the city's nondiscrimination policy full support
289 through leadership and by personal example. It is the duty of each employee to help
290 maintain a work environment which is conducive to and which reflects the city's
291 commitment to equal employment opportunity.

292 (c) Any complaint of violation of the equal opportunity policy may be handled
293 through the grievance procedure ~~set forth in these policies~~ contained herein and in
294 Section XI. An employee may also report such complaints directly to his or her
295 supervisor. All such complaints will be promptly investigated and, if deemed valid,
296 corrective action will be taken.

297
298 **SECTION II.3. Sexual harassment.**
299

300 (a) The city shares a common belief that each employee should be able to work in an
301 environment free of discrimination, and any form of harassment, based on race, color,
302 religion, age, sex, pregnancy, national origin, handicap or marital status.

303 (b) To help assure that none of our employees feel that they are being subjected to
304 harassment and in order to create a comfortable work environment, the city prohibits any
305 offensive physical, written or spoken conduct regarding any of these items, including
306 conduct of a sexual nature. This includes:

- 307 (1) Unwelcome or unwanted advances, including sexual advances.
- 308 (2) Unwelcome requests or demands for favors, including sexual favors.
- 309 (3) Verbal or visual abuse or kidding that is oriented toward a prohibited form
310 of harassment, including that which is sexually oriented and considered
311 unwelcome.
- 312 (4) Any type of sexually oriented conduct or other prohibited form of
313 harassment that would unreasonably interfere with work performance.
- 314 (5) Creating a work environment that is intimidating, hostile, abusive or
315 offensive because of unwelcome or unwanted conversations, suggestions,
316 requests, demands, physical contact or attentions, whether sexually oriented or
317 other related to a prohibited form of harassment.

318 (c) If an employee believes that he or she is being subjected to any of these forms of
319 harassment, or believes that he or she is being discriminated against because other
320 employees are receiving favored treatment in exchange for sexual favors, he or she must
321 bring this to the attention of their immediate supervisor, the human resources officer or
322 the city manager. The very nature of harassment makes it virtually impossible to detect

323 unless the person being harassed registers his or her discontent with the city's
324 representative.

325 (d) A record of the complaint and the findings will become a part of the file and will
326 be maintained separately from the employee's personnel file.

327 (e) It is understood that any person electing to utilize this complaint resolution
328 procedure will be treated courteously, the complaint handled swiftly and confidentially,
329 and the registering of a complaint will in no way be used against the employee, nor will it
330 have an adverse impact on the individual's employment status.

331 **SECTION II.4. Conflict of interest.**

332

333 (a) Employees who may be in a position to influence actions and decisions regarding
334 the city's administration shall refrain from relationships which may adversely affect the
335 exercise of their independent judgment in dealing with suppliers.

336 (b) An outside personal economic relationship which affords present or future
337 financial benefits to an employee, his or her relatives, or individuals with whom he or she
338 has a business or financial relationship may be a conflict of interest requiring evaluation
339 by the city manager.

340 (c) An employee having an outside personal economic relationship under the
341 conditions specified above shall file a sworn statement to this effect with the city.

342 (d) If the employee is in doubt as to whether a conflict of interest exists, it is that
343 employee's responsibility to seek clarification from the city manager.

344 (e) The city manager shall determine whether a relationship could cause a potential
345 conflict of interest and document those findings for inclusion in the employees' personnel
346 file.

347 (f) Employee acceptance of loans, advances, gifts, gratuities, favors or entertainment
348 from a supplier, bidder or other party doing business with the city is improper.

349 (g) It is improper for any employee to use his or her position with the city to obtain or
350 attempt to obtain any special preferences, privileges or exemptions for himself/herself or
351 for others.

352 (h) No employee shall disclose confidential information gained by reason of his or
353 her official position, nor shall the employee use such information for personal gain or
354 benefit.

355

356 **SECTION II.5. Political activity.**

357

358 (a) City employees shall not use their official authority or influence for the purpose
359 of interfering with an election or a nomination for office, for influencing another person's
360 vote, or affecting the result thereof.

361 (b) No employee, official, or other person shall solicit orally, by letter or be in any
362 other manner concerned in obtaining any assessments, contributions, or services for any
363 political party from any employee during their hours of duty, service or work with the
364 city.

365 (c) Nothing herein contained shall be construed to restrict the right of the employee
366 to hold membership in and support a political party, to vote as they choose, to express
367 opinions on all political subjects and candidates, to maintain political neutrality, to attend
368 political meetings after working hours, or to campaign actively during off-duty hours in
369 all areas of political activity.

370 (d) Any employee who wishes to seek election or accept appointment to the city
371 commission must resign from city employment immediately upon accepting such
372 appointment or as otherwise provided by state statutes dealing with elections.

373

374 **SECTION II.6. Employment of relatives.**

375

376 The city will not permit the employment of relatives in positions in which either relative
377 would be supervised by or supervising or, influenced by or influencing the activities or
378 employment conditions of the other. This restriction will also apply when assigning,
379 transferring or promoting an employee.

380

381 **SECTION II.7. Outside employment.**

382

383 (a) ~~Employees are discouraged but not restricted from engaging in other employment~~
384 ~~during their off duty hours. However, In any situation where an employee has outside~~
385 employment during off duty hours, city employment shall be considered the primary
386 employment. No employee may engage in outside employment which would interfere
387 with the interests of the city.

388 (b) Employees sustaining injuries while engaged in outside employment are ineligible
389 to receive benefits under the city workers' compensation as a result of disability resulting
390 from the outside employment.

391 (c) Equipment, facilities, vehicles or property of the city shall not be used by
392 employees for outside employment.

393

394 **SECTION II.8. Release of information.**

395

396 (a) Information concerning subjects under discussion or consideration by the city
397 often change in content and meaning before becoming an accomplished fact. Release of
398 such information before final decisions or disposition of the matter often causes
399 misunderstanding and confusion.

400 (b) It is the intent of the city to insure that all information released is true and
401 accurate. Unless release of information is a normal part of their duties, employees will
402 direct such inquiries to their department head or the city manager.

403

404 **SECTION II.9. Solicitation and distribution.**

- 405
406 (a) Employee contributions to charitable organizations are voluntary. Coercion of an
407 employee to make contributions will not be permitted.
- 408 (b) Employees are prohibited from conducting or promoting private business for gain
409 during duty hours or within any city building.
- 410 (c) Employees are prohibited from soliciting any other city employee on behalf of
411 any organization, including labor unions, labor organization or employee organizations
412 during the working hours of any employee who is involved in the solicitation. (See
413 section 447.509, F.S.)

414
415 **SECTION II.10. Use of city property.**

416
417 Employees shall not use city property, equipment or vehicles except in the performance
418 of official duties, nor shall they permit its use by an unauthorized person, either on or off
419 duty, ~~except as authorized by the city in writing.~~

420
421 **SECTION II.11. Dress and appearance.**

- 422
423 (a) No attempt is made by the city to set specific dress standards. The important
424 factor is the overall public impression created. Employees assigned duties dealing with
425 the public should be properly groomed and dressed in a businesslike manner.
- 426 (b) Determination of an employee's specific dress and appearance is a supervisory
427 responsibility and will be treated as such. Personal appearance standards may be
428 established in departmental rules.
- 429 (c) Those employees furnished uniforms and shoes will be required to wear them
430 correctly.
- 431 (d) Off-duty employees shall not wear their uniform in a manner that does adversely
432 reflect on the City or negatively impacts its ability to discharge its mission, causes
433 embarrassment to the City, or causes the public and/or supervisors to question the
434 employee's reliability, judgment, or trustworthiness.

435
436 **SECTION II.12. Personal business.**

437
438 Conducting personal business while on official duty is discouraged. If it is necessary for
439 the employee to make telephone calls or meet with persons not employed by the city the
440 discussion should be held during breaks or meal period. Exceptions will be allowed only
441 in case of emergency.

442
443 **ARTICLE III.**

444
445 **EMPLOYMENT POLICIES**

446

447 **SECTION III.1. Appointing authority.**
448

449 The city manager has the authority of appointment and removal of subordinate positions.
450 Such authority may be delegated by the City Commission to a department head.

451
452 **SECTION III.2. Position control.**
453

454 All positions in the city are established and maintained through a personnel budget each
455 fiscal year. The establishment of new or additional positions shall be authorized by the city
456 commission subject to adequate justification on need and availability of funds.
457

458 **SECTION III.3. Application procedures.**
459

460 (a) No vacant position. The human resources officer or designated employee will
461 hold unsolicited job applications/resumes for ninety (90) days after receipt of such
462 application/resume. An unsolicited application/resume is one that is received when no
463 advertisement has been placed, or one that is received after a position that was advertised
464 has been filled.

465 (b) Vacant/new positions. The department head shall request the human resources
466 officer to prepare the job advertisement for positions that have been or are about to be
467 vacated. The advertisement shall outline the qualifications for the position and include
468 the equal employment opportunity designation (EEO). The human resource officer will
469 submit the advertisement to the city manager or his or her designee for approval. Once
470 approved, the advertisement shall be distributed to all city department heads. Each
471 department head shall post this advertisement in a predetermined area within the
472 department. Interested employees must submit an application as outlined in application
473 procedures. The human resource officer will allow five (5) working days for this position
474 to be open to existing employees. Once that time period has passed, all applications
475 received from existing employees will then be considered. Should an existing employee
476 be selected for this vacant/new position, no other advertising will be done. An
477 advertisement shall be placed in a newspaper of general circulation within the county
478 when all existing employees have had the opportunity to apply and be considered for
479 vacant/new positions. The advertisement shall also be posted where meeting notices are
480 posted. Advertisements for employment opportunities shall also be sent to organizations
481 upon request.

482 (c) All applications submitted shall be forwarded to the human resources officer or
483 his or her designee, who shall separate the tracking form and maintain the appropriate
484 statistical data to ensure compliance with the city's equal employment opportunity and
485 affirmative action plan. Then the applications shall be forwarded to the city manager for
486 consideration.

487 (d) The city manager in conjunction with appropriate department heads will select the
488 best-qualified applicant. Employment with the city shall be based on merit, which
489 includes consideration of qualifications such as ability, skill, experience, training and
490 other merit factors. When applicants are equally qualified preference shall be given to

491 hiring the minorities and females in furtherance of the city's affirmative action policy. As
492 a part of the pre-employment procedures references provided by applicants or reference
493 sources may be checked. The city reserves the right to conduct background checks on any
494 applicant as allowed by applicable state and federal regulations. The city is a "drug free
495 workplace", and reserves the right to conduct all related personnel inquiries in accordance
496 with related state regulations and the city's published program.

497 (e) After an applicant has been hired for a vacant position all applications shall be
498 forwarded to the city clerk for retention in accordance with the State of Florida's public
499 records laws. Under no circumstances shall an applicant who was not selected assume
500 their application will be re-activated when the position becomes vacant again.

501

502 **SECTION III.4. Processing of applications.**

503

504 (a) The city manager or his or her designee will review and consider all solicited
505 applications for employment filed with the Human Resource Officer. The city may have any
506 individual application or applications reviewed by department heads and subordinates as
507 appropriate. The city may approve or disapprove applicants for employment taking into
508 consideration the requirements of the position to be filled, the applicant and his/her qualifications
509 and the interests of the city.

510

511 (b) The city may reject an application which indicates that the applicant does not
512 possess one (1) or more of the requirements as specified in the announcement.

513

514 (c) Applications may also be rejected for the following reasons:

515

516 (1) The applicant has been convicted of a felony, or of a first degree
517 misdemeanor which directly relates to the position sought.

518

519 (2) The applicant has made false statements of any fact in the application.

520

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

525

526 (d) Before final processing, an applicant must:

527

528 (1) Pass a physical examination performed and evaluated by the city's
529 designated physician as required by these policies.

530

531

532

533 (2) Present a valid social security card.

534

535 (3) Present proof of:

536

- 537 a. Education, if required by the position.
538
539 b. Date of birth.
540
541 c. Citizenship or resident alien status.
542
543 d. Separation from the armed forces, if appropriate.
544
545 (5) Be subject to a background investigation.
546
547 (6) Present a valid Florida driver's license and record from the State Motor Vehicle
548 Department as required by the position. The driving record will be verified for
549 insurability by the city's insurance carrier. An employee must maintain a driving
550 record which allows them to remain covered by insurance. Failure to comply
551 shall lead to dismissal.
552
553 (e) Any exception to this procedure must be approved by the city manager.
554

555 **SECTION III.5. Physical examination.**
556

- 557 (a) Pre-employment physical examinations shall be required for applicants for regular
558 full-and part-time positions.
559
560 (b) Physical examinations will be conducted for applicants for positions as required
561 by federal law, state statute or other regulations.
562
563 (c) Appointment actions for the identified positions shall be contingent upon
564 successful completion of the pre-employment physical. The prospective appointee shall not be
565 authorized to begin employment until completion of the medical examination process.
566
567 (d) Upon notification of a selection action, the city shall initiate action to schedule the
568 prospective appointee for a medical examination.
569
570 (e) The prospective appointee shall be required to complete and present to the city-
571 authorized physician a medical history report and a consent/authority to release medical
572 information form. Failure by the applicant to present the completed forms shall be cause for
573 disqualification from employment.
574
575 (f) The human resources officer or his or her designee shall prepare a referral for
576 medical examination form and enclose a job description and/or a list of major duties to be
577 performed by the prospective appointee.
578
579 (g) The city-authorized physician shall conduct the physical examination and identify
580 all, if any, medical conditions which may have an effect on the prospective employee's ability to
581 perform duties of the identified position.
582

- 583 | (h) If medical restrictions/limitations are identified, the city manager or designee
584 shall review the medical report and determine:
585
586 (1) If reasonable accommodations can be made available to the selected candidate.
587
588 (2) If the prospective appointee shall be required to submit additional medical
589 information from his/her personal physician.
590
591 (3) If the selection action will be withdrawn.
592
593 (i) The human resources officer or his or her designee shall notify the
594 prospective appointee of the results of the medical examination and affirm
595 or withdraw the selection action.
596
597 (j) An applicant who fails to successfully pass the physical examination may
598 request reconsideration by submitting additional medical information.
599
600 (1) Request for reconsideration must be made to the city manager's
601 office within 5 business days of receipt of the refusal letter
602
603 (2) Upon receipt of a request for reconsideration, the city manager or
604 his or her designee shall review it with the department head and the city-
605 authorized physician who made the initial assessment. If necessary, the
606 city manager may authorize any additional medical examinations at city
607 expense.
608

609 **SECTION III.6. Pre-employment drug screening.**

- 610
611 (a) Pre-employment drug screening shall be required as follows for prospective
612 appointees to:
613
614 (1) As may be required by federal law, state statute or other
615 regulations.
616
617 (2) Special risk/safety sensitive positions.
618
619 (b) Appointment action for the identified position shall be contingent upon successful
620 completion of the pre-employment drug test. The prospective appointee shall not be
621 authorized to begin employment until completion of the drug screening test process.
622
623 (c) Refusal to submit to a drug test or a positive confirmed drug test shall be the basis
624 for refusing to hire a job applicant.
625
626 (d) An applicant shall not be denied employment without a confirmation test which
627 has been verified.
628

629 (e) Upon receipt of a confirmed, positive test result, the city shall inform a job
630 applicant of the test result, the consequences of such results and the options available to
631 the applicant.

632
633 (1) Within five (5) working days after receiving notification, an applicant may
634 submit to the city a written appeal which contains information explaining or
635 contesting the test's results, and why the results do not constitute a violation of
636 this policy.

637
638 (2) A job applicant will be notified if a written appeal is deemed to be
639 unsatisfactory to the city.

640
641 (f) During the period that an applicant seeks an administrative appeal, the city shall
642 not be required to hold the position vacant for which the applicant originally applied.

643
644 (g) Should a job applicant prevail in the administrative appeal, the city shall provide
645 the applicant the opportunity of employment in the next available comparable position.

646
647 (h) All documentation shall be retained by the human resources office and shall be
648 classified as confidential.

649
650 **SECTION III.7. Transfers.**

651
652 An employee may be transferred from a classification in one department to the same or
653 equivalent classification in another department. Transfers will be made after consultation
654 with the employee and the two department heads involved. Two weeks notice shall be
655 given prior to the transfer unless otherwise agreed upon by both department heads.

656
657 **SECTION III.8. Promotions.**

658
659 In filling vacancies above the lowest rank in any category, first opportunity for consideration for
660 promotion shall be given to employees within the career service.

661
662 **SECTION III.9. Demotions.**

663
664 (a) A demotion is the assignment of an employee from one class to another which has
665 a lower maximum rate of pay. The city may demote an employee from one class to another
666 which has a lower maximum rate of pay in the following instances:

667
668 (1) In lieu of layoff when a position is to be abolished or an employee with
669 prior rights returns to the position.

670
671 (2) In lieu of dismissal when an employee is not performing satisfactorily or
672 when a health examination conducted by the city's physician discloses that the
673 employee is not physically qualified to perform the duties of the position.

674

675 (3) When an employee fails to perform satisfactorily during the probationary
676 period following promotion.

677
678 (b) The city shall furnish the employee a written statement containing the reasons for
679 the demotion.

680
681 **SECTION III.10. Reinstatements.**

682
683 (a) An employee who has resigned in good standing or whose position has been
684 abolished may be rehired, if a vacancy exists, to the same or similar position by the same
685 department from which the employee left.

686
687 (b) An employee may be reinstated at the same pay rate as previously received, or
688 may revert to a lower rate within the range at the discretion of the city manager.

689
690 (c) Reinstated employees are considered new employees for purposes of vacation,
691 leave, pension and salary increases and must once again serve a probationary period
692 regardless of whether probationary or regular status was held prior to separation.

693
694 **SECTION III.11. Probationary period.**

695
696 (a) The probationary or "working test" period is utilized to observe the new
697 employee's work, to secure the most effective adjustment of a new employee to the
698 position, and to reject any employee whose performance does not meet the required work
699 standards.

700
701 (b) The initial probationary period shall be six months but may be extended through
the recommendation of the department head and approval of the city manager.

702
703 (c) An employee within the probationary period may be discharged by the city
704 manager or the head of the department for which the employee works, without cause. If
705 the employee is not discharged before completion of his/her probationary period, the
706 employee shall be confirmed in his/her position and shall be a regular employee of the
city.

707
708 (d) Where the completion of minimal educational requirement or other qualification
709 are required upon the initial employment of an employee, the probationary period shall be
710 extended until all of the educational requirements or other qualifications for the position
have been met.

711
712 (e) If an employee is promoted to a higher position, his/her promotion shall not be
713 deemed regular until he/she has completed and served in such capacity for a probationary
six months following the date of the promotion.

714
715 (f) During the probationary period the employee's supervisor will notify the
716 employee if performance is not satisfactory and test period requirements are not being
met.

717
718 (g) If a newly hired probationary employee has been found to be unqualified to
perform or will not properly perform the duties of the position, the department head will

719 recommend that the employee be dismissed and final dismissal be made by the city
720 manager. The employee will be furnished written notice that the employee does not have
721 the right of administrative appeal.

722 (h) If an employee who is serving a probationary period incurred as a result of a
723 promotion and is found to be unqualified to perform the duties of the higher position,
724 every effort will be made to return the employee to the position and status held
725 immediately prior to the promotion. If the employee's former position is filled, the
726 employee may be transferred to a vacant position with the same job classification, subject
727 to the approval of the department head, if a vacancy exists.

728 (i) Employees will earn leave benefits during the probationary period. Annual leave
729 will not be allowed to be taken until completion of the probationary period for new
730 employees.

731

732 **SECTION III.12. Hours of work.**

733

734 (a) The city manager, in conjunction with department heads shall establish hours of
735 work in accordance with the needs of the city and the public.

736

737 (b) Employees working on a shift basis will work the hours as determined by
738 departmental policy.

739

740 (c) Lunch period will be scheduled at the discretion of the department head.

741

742 (d) A work break, not to exceed fifteen (15) minutes, will be allowed during the first
743 half of the work shift and another during the second half. Work breaks must be utilized
744 when scheduled and cannot be accumulated or used for early departure from work.

745

746 **SECTION III.13. Special twenty-eight-day work period for fire protection employees.**

747

748 (a) Overtime for regular full-time fire protection employees will be computed on a
749 twenty-eight-day work period.

750

751 (b) Fire protection employees means individuals who are certified under Florida law
752 as firefighters and who have the legal authority and responsibility to engage in the
753 prevention, control or extinguishment of any fires and perform activities that are required
754 for, and are directly concerned with, the prevention, control and extinguishment of fires.

755

756 (c) All hours worked by fire protection employees in excess of two hundred twelve
757 (212) hours in the twenty-eight-day period will be paid at a rate of at least one and half (1
758 1/2) times the employee's regular rate of pay.

759

760 (d) For purposes of this policy, compensable hours of work include all time during
761 which the fire protection employee is on duty at the fire department or other prescribed
762 workplace and may include both scheduled and unscheduled periods (such as
763 emergencies or court appearances).

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(e) In lieu of any other holiday pay or premium pay for work on holidays (see sections IV.2 and IV.3), regular full-time fire protection employees will receive twelve (12) hours of straight pay for each observed holiday. The city manager will determine when these payments are to be made but is limited to payment after the time is earned.

(f) Regular full-time fire protection employees will accrue annual leave (vacation) on the following basis:

Continuous Employment	Annual Leave Accrual
1 year	106 hours
5 years	127 hours
10 years	159 hours
15 years	212 hours

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(g) Regular full-time fire protection employees will accrue sick leave at the rate of nine and seven-tenths (9.7) hours per twenty-eight-day work period.

(h) This policy is intended to comply with the Fair Labor Standards Act (FLSA) and applicable U.S. Department of Labor (DOL) regulations and shall be interpreted and applied consistent with the FLSA and DOL regulations.

SECTION III.14. Overtime.

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(a) Overtime can be authorized or directed only when it is the most practical and economical way of meeting workloads or deadlines.

(b) Employees will be required to work overtime when requested unless excused by supervisors.

(c) Sick leave, funeral leave, jury duty, vacation, annual military leave, and any other absence from work will not be counted as time worked for overtime computations.

SECTION III.15. Attendance.

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(a) Employees are expected to report for duty at the scheduled time and each department head shall be responsible for the punctual attendance of all persons in the department. If an employee is unable to work for any reason, he/she must notify the department head with as much notice as possible. Repeated or unjustified absenteeism or lateness is cause for disciplinary action.

(b) Unreported absence of three (3) consecutive work days may be considered as an abandonment of the position and termination of employment.

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SECTION III.16. Performance evaluations.

The city shall utilize a program for rating the work performance of employees. Rules and procedures for the performance evaluation system shall be contained in the appropriate department policies.

SECTION III.17. 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.

SECTION III.18. Veterans preference.

Veterans preference is provided to qualified applicants pursuant to federal and state law.

SECTION III.19. Drug and/or alcohol use; consumption.

(a) The sale, use, acceptance, possession, storage or being under the influence of alcohol or controlled substance (per Florida Law; e.g. heroin, LSD, barbiturates, amphetamines, marijuana, cocaine, etc.) on city compensated work time, on city property, or in/on any city building, facility, or equipment shall result in disciplinary action, which may be up to and include termination.

(b) If it is determined, or there is reasonable belief or less than probable cause, but more than mere suspicion that, as a result of drug and/or alcohol use/consumption, the employee's work performance, work habits, etc. begin to decline, or there is a concern for the safety of the employee, other employees, or the public at large; or, the employee, upon reporting to work or while at work appears to be under the influence of alcohol or a controlled substance (as previously defined), supervision will do one (1) or more of the following:

- (1) The affected employee will immediately be relieved of duty.
- (2) The affected employee shall be sent to the city physician for a medical examination and/or appropriate drug screening.
- (3) The affected employee may be placed on paid leave or leave without pay until such time as other action is determined to be in the best interest of the city or;
- (4) The affected employee may be subject to disciplinary action, up to and including termination.

849 (c) The affected employee may receive supervisory counseling and may be
850 encouraged/required to participate in treatment program as a condition of continued
851 employment.

852 **ARTICLE IV.**

853 **HOLIDAYS**

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856 **SECTION IV.1. Days observed.**

857
858 (a) The following and any other days which the city commission may declare are city
859 holidays. They shall be granted with pay to all eligible employees scheduled to work on
860 such days.
861

- 862 (1) New Year's Eve, December 31
- 863 (2) New Year's Day, January 1
- 864 (3) Martin Luther King Day [third Monday in January]
- 865 (4) Good Friday, Friday before Easter
- 866 (5) Memorial Day, last Monday in May
- 867 (6) Independence Day, July 4
- 868 (7) Labor Day, first Monday in September
- 869 (8) Veteran's Day, November 11
- 870 (9) Thanksgiving Day, fourth Thursday in November
- 871 (10) Friday after Thanksgiving, fourth Friday in November
- 872 (11) Christmas Eve, December 24
- 873 (12) Christmas Day, December 25
- 874 (13) Optional holiday

875
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878 (b) When a holiday falls on a Saturday, the preceding Friday shall be observed as the
879 official holiday for that year. When a holiday falls on a Sunday, the following Monday
880 shall be observed as the official holiday.
881

882 (c) Employees in departments working on a shift basis will receive credit for the
883 holiday on the actual date of the holiday. For fire protection employees see Section
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895 III.13-Special twenty-eight-day work period for fire protection employees.

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897 (d) The city manager will determine when any department or operation will be closed
898 in observance of a holiday.

899

900 (e) Holidays will be counted as time worked for overtime computations. For fire
901 protection employees see Section III.13-Special twenty-eight-day work period for fire
902 protection employees.

903

904 **SECTION IV.2. Eligibility for holiday pay.**

905

906 (a) All full-time regular employees will receive one (1) day off with pay for each of
907 the holidays earned (see section IV.3 for work on holiday).

908

909 | (b) ~~All regular employees~~ Part-time employees hired prior to 2009 working at least
910 | twenty (20) hours per week shall be provided fringe benefits in proportion to hours
911 | worked as submitted by the department head.

912

913 (c) Seasonal and temporary, and part-time employees are not eligible for holiday pay.

914

915 (d) An employee must be on "active pay status" (see definition) on the regularly
916 scheduled working day immediately prior to a holiday and the regularly scheduled
917 working day immediately following a holiday in order to qualify for the holiday time.

918

919 **SECTION IV.3. Holiday on work day.**

920

921 (a) Full-time Employees who work on the observed holiday will be paid the overtime
922 rate of time and one-half.

923

924 (b) An employee who is scheduled to work on the day observed as a holiday and calls
925 in sick will still be charged with holiday time for that day and not sick leave.

926

927 **SECTION IV.4. Holiday on leave day.**

928

929 (a) Holidays which occur during annual leave shall be charged to holiday leave and
930 not to annual leave.

931

932 (b) When a holiday falls within a period of leave of absence without pay, the
933 employee shall not be paid for the holiday.

934

935 (c) If a holiday falls on the full-time employee's normal day off, the employee will
936 receive regular pay for the holiday.

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ARTICLE V.

939

ANNUAL LEAVE (VACATION)

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SECTION V.1. Eligibility and rate of accrual.

(a) Each regular full-time employee will accrue annual leave (vacation) with pay on the following basis (for fire protection employees see SECTION III.13-Special twenty-eight-day work period for fire protection employees):

Continuous Employment	Annual Leave Accrual
1 year	80 hours
5 years	96 hours
10 years	120 hours
15 years	160 hours

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(b) Annual leave is computed on the city employment anniversary date for each employee. Annual leave will accrue during the year on a prorated basis.

(c) Part-time employees will have their annual leave prorated by the department head based on hours worked.

SECTION V.2. Charging leave.

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(a) Annual leave will be charged in hourly increments of no less than one (1) hour.

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

(c) For purposes of determining overtime payments, vacation hours shall not be counted as time worked.

(d) Leave may be taken as it is earned on a monthly basis, except that new employees who have not completed their probationary period may not take vacation leave.

SECTION V.3. Request for leave.

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(a) Annual leave may be taken only after approval by the department head. Supervisors will arrange vacation schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.

(b) Annual leave may be used only as earned. In emergency or hardship situations, the city manager may approve an employee's taking leave in advance of having earned such leave.

(c) Each employee may forward a maximum of one hundred (100) percent of the

980 annual leave he/she earned during the fiscal year. Any annual leave in excess of one
981 hundred (100) percent will be forfeited and the employee will not otherwise be
982 compensated for such time. The fiscal year is defined as October 1 to September 30.
983

984 (d) Where exceptional circumstances exists or where the employee was denied
985 vacation time, the department head may recommend to the city manager that additional
986 unused annual leave be permitted to be carried forward. The city manager may grant the
987 request, but in no event shall excess annual leave over and above one hundred (100)
988 percent be carried over for more than one consecutive year for the same employee.
989

990 (e) Annual leave will not be counted as time worked for overtime computations.
991

992 **SECTION V.4. Use.**

993 Annual leave may be granted for the following purposes:
994

- 995 (1) Vacation.
996
997 (2) Absences for transacting personal business which cannot be conducted
998 during off-duty hours.
999
1000 (3) Religious holidays other than those designated by the city as official
1001 holidays.
1002
1003 (4) For uncovered portions of absences due to medical reasons once sick leave
1004 has been exhausted.
1005
1006 (5) Any scheduled absence from work not covered by other types of leave
1007 provisions established by these policies.
1008
1009

1010 **SECTION V.5. Unused annual leave.**

1011 When termination occurs following the first employment anniversary date, employees
1012 will be compensated for annual leave accumulated for the nearest whole month
1013 employed.
1014
1015

1016 **ARTICLE VI.**

1017 **SICK LEAVE**

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1019
1020 **SECITON VI.1. Eligibility and rate of accrual.**

1021 (a) Each employee will accrue sick leave on the following basis (for fire protection
1022 employees see Section III.13-Special twenty-eight-day work period for fire protection
1023 employees):
1024
1025

Work week	Sick leave accrual	
37 1/2 hours	7.5 hours per month	(12 days per year)
40 hours	8 hours per month	(12 days per year)

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(b) Sick leave may be taken during the employee's probationary period. However, in the event the employee resigns or is otherwise terminated before the end of the probationary period, any sick leave taken will be reimbursed to the city by deduction from the employee's final pay.

(c) Sick leave will not be granted in advance of accrual.

(d) Sick leave will not be considered as time worked for overtime computation.

(e) Sick leave will not accrue while an employee is on sick leave.

SECTION VI.2. Charging leave.

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(a) Sick leave will be charged in half hourly increments of no less than one 1/2(1) hour.

(b) Should a holiday occur during sick leave, the holiday shall be charged to holiday leave.

SECTION VI.3. Request for leave.

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(a) To receive compensation while absent on sick 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-hour basis must notify the department within the 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.

(b) After three (3) workdays or partial workdays of absence(s) in a thirty-day period, the city may require medical verification of any further absence(s) due to illness or injury.

(c) After ten (10) consecutive days of absence, the city shall require the employee to submit medical verification from a licensed physician before authorizing additional use of sick leave or leave without pay. If absence continues, the city shall require, as appropriate, further medical verification for each thirty (30) consecutive days of absence. To justify further sick leave, the medical verification must indicate that the employee is unable to perform regularly assigned duties or available modified duties.

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SECTION VI.4. Use.

Sick leave may be granted for the following purposes:

- (1) Personal injury, pregnancy or illness of the employee.
- (2) Medical, dental, optical or chiropractic examination or treatment when it is not possible to arrange the appointment for off-duty hours.
- (3) Exposure to contagious disease which would endanger others as determined by a physician.
- (4) Illness of a member of the employee's immediate family which requires the personal care and attention of the employee. (See definition of immediate family in section 2-200).

SECTION VI.5. Accrued leave.

There is no limit on the amount of sick leave an employee may accrue.

SECTION VI.6. Unused sick leave.

- (a) The purpose of this section is to provide terminal "incentive" pay for accumulated unused sick leave to each employee upon termination of employment, or to the employee's beneficiary if service is terminated by death, provided such termination, or death occurs after ten (10) years of creditable employment.
- (b) Employees with 10/20 years of service may elect to transfer up to one-eighth/one-quarter (1/8—1/4) of their balance of sick time hours to vacation time. This can be done only once by any eligible employee, and must be done at least thirty (30) days prior to termination in good standing to be eligible to be paid. Current statutory limits on vacation payout accrual limits cannot be exceeded.

ARTICLE VII.

MISCELLANEOUS LEAVES

SECTION VII.1. Funeral Leave.

- (a) All full-time employees shall be granted a maximum of three (3) days funeral leave per incident upon approval of the department head in the event of death in his or her immediate family or the death of a grandparent, sibling, father-in-law, mother-in-law or grandchild.
- (b) The employee may be required to provide the supervisor with proof of such death, ~~in his or her immediate family before compensation is approved.~~

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(c) If additional time off is necessary to attend such a funeral of a member of the employee's immediate family, annual leave can be used, annual leave or leave without pay may be granted.

(d) If the employee wishes to attend the funeral of someone of someone other than those relationships mentioned above outside his/her immediate family, annual leave may be used or leave without pay may be granted.

SECTION VII.2. Court leave.

(a) An employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court. This time shall be charged as leave with pay.

(b) All regular full time employees subpoenaed to attend court on behalf of the city are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, annual leave or leave without pay may be used.

(c) Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court.

(d) Employees required to attend court as stated in (a) above, who are on scheduled vacation may be allowed to take additional leave with pay for that court time.

(e) All court attendance must be verified before an employee is compensated. Monies other than travel pay received for court appearances or jury duty will be turned over to the city.

SECTION VII.3. 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.

SECTION VII.4. Military leave.

- (a) Annual military leave for Reserves and National Guard training
 - 1. Employees (full-time, part-time, and temporary employees who are on the City's payroll) who are members of the Florida National Guard or other military reserve units who are duly ordered by their commanding officer to engage in field exercises, or other annual training shall be entitled to a leave of absence with pay from their respective duties up to seventeen (17)

1158 work days in any annual period, in accordance with Florida Statutes,
1159 Chapter 115.

1160
1161 2. Each shift of twelve hours or less equals one working day leave for
1162 military training. All shifts over twelve hours and up to twenty-four hours
1163 shall equal two working days leave for military training.

1164
1165 3. Official orders shall be presented to the employee's supervisor prior to the
1166 time the leave begins, and a copy of the official orders will be included in
1167 the employee's personnel file. The employee shall be in a full-pay status
1168 during the authorized time periods outlined above; all monies earned from
1169 the military while on active duty will be in addition to regular earnings
1170 from the City.

1171
1172 4. If the employee's annual military training exceeds seventeen (17) work
1173 days per calendar year, the employee may charge the additional time to
1174 allowable annual leave or leave without pay. Administrative leaves of
1175 absence for additional or longer periods of time for assignment to duty
1176 functions of a military character shall be granted to employees without
1177 loss of time or efficiency rating, pursuant to F.S. 115.07.

1178
1179 5. Continuous service credit will accumulate during such field exercises or
1180 other annual training,

1181
1182 (b) Long-term military leave

1183
1184 1. Purpose and scope

1185
1186 In accordance with the Uniformed Services Employment and Re-
1187 employment Rights Act of 1994, and applicable Florida Statutes, the City
1188 grants unpaid military leave of absence and provides re-employment rights
1189 and benefits to employees granted such leave. Leave of absence under
1190 this section is available to full-time employees, but not to part-time,
1191 temporary, or seasonal employees.

1192
1193 The provisions of this policy governing unpaid long-term military leave
1194 are intended to meet or exceed the minimum requirements of the
1195 Uniformed Services Employment and Re-employment Rights Act, any
1196 applicable state law, and/or local City ordinance. To the extent that this
1197 section may not meet the minimum standards of applicable statutes, as
1198 they may be amended from time to time, the minimum statutory standards
1199 shall apply.

1200
1201 In the case of an employee who is called to active military services, as
1202 defined in F.S. 115.08, from reserve status (not a voluntary enlistment),

1203 the employee shall receive his/her regular salary for the first thirty (30)
1204 calendar days of leave, in accordance with Florida Statutes.

1205

1206 2. Application for leave

1207

1208 An employee requesting leave for a long-term tour of military service
1209 shall provide advance verbal or written notice to the City of such service
1210 unless such notice is not required under circumstances outlined in the
1211 Uniformed Services Employment and Reemployment Rights Act of 1994.
1212 A copy of official orders or other military certificate will be provided to
1213 the City for inclusion in the employee's personnel file.

1214

1215 3. Group insurance continuation

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1217 The employee will be provided the appropriate forms for application for
1218 continuation of the existing group health and dental insurance, in
1219 accordance with applicable provision.

1220

1221 4. Employment and benefits reinstatement provisions

1222

1223 (a) Upon release from military service, the employee shall be reinstated
1224 to the same or comparable position, as required by law, provided the
1225 employee:

1226

1227 1. notifies the City, within the time frame following date of
1228 release from military duty, as outlined in the Uniformed
1229 Services Employment and Re-employment Rights Act of
1230 1994, of desire for reinstatement and has no intervening
1231 employment, and

1232

1233 2. was released from military service under honorable
1234 conditions.

1235

1236 (b) Upon reinstatement, the employee is entitled to resume all
1237 seniority based benefits, including service credit for the period of
1238 unpaid leave, rate of pay, and leave accrual rate. Additionally, the
1239 reinstated employee shall have all annual leave which was not paid
1240 to the employee upon separation at the time military duty
1241 commenced restored to the employee's annual leave account.
1242 Reinstatement in the applicable retirement plan shall be in
1243 accordance with the provisions of federal and state statutes and the
1244 governing pension ordinance.

1245

1246 (c) Group health, dental, and life insurance will be reinstated as
1247 though coverage had not lapsed; i.e., no exclusions for pre-existing
1248 conditions, no waiting period, no late enrollment application, etc.

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SECTION VII.5. Examinations.

Upon authorization by the city manager, an employee may be granted leave with pay for the purpose of taking examinations that will upgrade the qualifications of the employee.

SECTION VII.6. Educational leave.

- (a) Upon authorization by the city manager, an employee may be granted leave with pay to attend a college, university or training academy for the purpose of receiving training that is of clearly foreseeable benefit to the position with approval from the City Manager.
- (b) 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.
- (c) Reimbursement of educational expenses such as tuition, textbooks, etc. for classes with a clearly foreseeable benefit to the employee's position shall be approved by the city manager, and will be paid only if the employee completes the course with a passing grade and executes a reimbursement agreement with the City.

SECTION VII.7. Leave without pay.

- (a) The decision to grant a leave without pay (leave of absence) for up to ninety (90) days will be at the discretion of the department head with approval of the city manager.
- (b) The following provisions apply to leave without pay:
 - (1) An employee granted a leave of absence must keep the department informed of his/her current activity and current address.
 - (2) An employee who obtains either part-time or full-time employment elsewhere while on an authorized leave of absence is required to notify the department in writing within three (3) days of accepting such employment.
 - (3) Failure to comply with all of the policy requirements will result in the employee being dropped from leave of absence status, in which case he/she must return to duty on the next business day after receipt of written notification or be discharged.
 - (4) Any employee granted a leave of absence shall contact the department head at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.

- 1295 (5) Failure to return to work at the expiration of the leave shall be considered
 1296 as a resignation.
 1297
 1298 (6) Sick leave, annual leave or holiday leave will not be earned by an
 1299 employee for the time that the employee is on leave without pay.
 1300
 1301 (c) An authorized leave without pay shall not constitute a break in service, but the
 1302 time will not be credited toward retirement.
 1303
 1304 (d) Employees wishing to continue their insurance coverage must pay both individual
 1305 and dependent coverage, if applicable, while on leave without pay.
 1306
 1307 (e) When the employee returns from the leave of absence the city will return the
 1308 employee to their former position or similar position.
 1309

1310 **SECTION VII.8. Workers' Compensation**
 1311

- 1312 (a) The City provides workers' compensation coverage for all part-time and
 1313 full-time employees, including probationary, temporary, and seasonal employees
 1314 on the City's payroll, in accordance with Chapter 440, Florida Statutes.
 1315 Accordingly, eligibility, coverage, and benefits are pursuant to Chapter 440,
 1316 Florida Statutes. All cases of accident or injury occurring on the job shall be
 1317 reported immediately to Supervisors in accordance with statutory provisions.
 1318 Medical treatment shall be authorized at facilities designated by the Workers'
 1319 Compensation insurer for all injuries other than injuries requiring only first aid.
 1320 There shall be no retaliation against any employee for filing a claim for a
 1321 legitimate on-the-job injury.
 1322
 1323 (b) An employee who sustains a compensable on-the-job injury and who is
 1324 determined by competent medical authority to be temporarily, totally disabled
 1325 from performing his/her duties are permitted to use accrued sick leave and/or
 1326 annual leave for any absence not reimbursed by workers' compensation
 1327 insurance.
 1328
 1329 1. An employee who supplements the wage benefits received from
 1330 workers' compensation with accrued sick leave and/or annual leave is
 1331 allowed to do so to the extent that the combined income from city
 1332 leave benefits and workers' compensation wage benefits does not
 1333 exceed 100% of regular gross pay.
 1334
 1335 2. In the event that absence continues to the point that the employee
 1336 receives wage reimbursement for any statutorily designated "waiting
 1337 period" before the commencement of wage reimbursement, the
 1338 employee shall be required to reimburse the City for the Paid Time Off
 1339 paid and the employee's Paid Time Off leave balance will be credited
 1340 accordingly.

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(c) Seniority will continue to accumulate during the period of absence due to a workers' compensation injury. Continued employment is not guaranteed to employees on extended absence from work due to their injury/accident, other than pursuant to Family and Medical Leave provisions. Depending on the circumstances, medical verification of likelihood of return to full-time, unrestricted duty within a reasonable time frame, operational impact of the continued absence and unavailability for work, the interest of the City, and other factors, a determination may be made that the City is unable to authorize continued leave, and the employee may be terminated, or continued leave may be authorized.

(d) Injured employees may be required to be examined by a medical authority, provided by the City, who shall determine the employee's condition and fitness for return to full-time, part-time, and/or restricted duty.

(e) An employee ~~will~~ may be returned to modified duty following an on-the-job accident, based on the availability of the position, in his/her own department or any department of the City, with no reduction in pay, based on medical verification of ability to perform the modified duty. The employee's salary while on modified duty will be paid by his/her department even if he/she is temporarily assigned to another department for the purpose of modified duty. An employee who is working on authorized modified duty will receive regular pay (i.e., no leave benefits will be charged) for absence of less than one workday for medical appointments related to the on-the-job injury provided the employee has submitted documentation of the necessity for the appointment, has arranged to be excused from work in advance by his or her supervisor, provided the employee is at work prior to and/or after the appointment. In the event that an employee is absent for an entire workday for a medical appointment, the employee will not be paid regular pay, but may file for wage loss benefits, if eligible, or may request to use sick leave or annual leave.

Employees assigned to modified duty will continue the assignment until one of the following occurs:

1. The employee is released to return to unrestricted duty in his/her regular position;
2. The employee has reached maximum medical improvement; or
3. The employee has been determined to have a permanent total disability rendering him/her unable to perform the essential functions of his/her regular position and is terminated.

1385 | If an employee released for ~~light duty modified duty~~ refuses to accept ~~light~~
1386 | ~~duty modified duty~~, the employee will be required to use his/her
1387 | accumulated leave and/or be placed on Family and Medical Leave.
1388 |

1389 | **SECTION VII.9. Family and Medical Leave**
1390 |

1391 | (a) The City offers leaves of absence to employees for their own illness or for
1392 | certain family members' serious illness, and birth/adoption of a child, in
1393 | accordance with the provisions of the Family and Medical Leave Act (FMLA) of
1394 | 1993. Written requests for Family and Medical Leave (FML) shall be made to the
1395 | employee's supervisor at least thirty (30) days prior to foreseeable events, and as
1396 | soon as possible for unforeseeable events. The provisions of the FMLA and
1397 | related city provisions are outlined below.
1398 |

1399 | (b) Eligibility
1400 |

1401 | 1. A regular status part-time or full-time employee must have been
1402 | employed by the City for at least twelve months and have worked
1403 | at least 1,250 hours during the twelve months preceding the
1404 | request for leave in order to be eligible for the leave benefits
1405 | provided by the Family and Medical Leave Act.
1406 |

1407 | 2. An eligible full-time employee is eligible for a total of twelve work
1408 | weeks of leave time (e.g., 480 hours for employees whose schedule
1409 | is forty hours/week) during any twelve-month period commencing
1410 | as of the date the leave begins. Part-time employees who have
1411 | worked at least 1,250 hours in the twelve months preceding a
1412 | request for leave are eligible for a total of twelve weeks with the
1413 | total number of hours available based on their scheduled work
1414 | week (i.e., a part-time employee whose scheduled work week is
1415 | thirty hours/week is eligible for 360 hours of leave). Temporary
1416 | and seasonal employees are not eligible for Family and Medical
1417 | Leave.
1418 |

1419 | 3. Family and Medical Leave may be approved on an intermittent or
1420 | non-intermittent basis, depending on the circumstances, for the
1421 | following reasons:
1422 |

- 1423 | • caring for spouse, child(ren), or employee's own parent(s) with
1424 | a serious health condition;
- 1425 | • the serious health condition of the employee; or
- 1426 | • birth, adoption, or foster care placement of child(ren) in order
1427 | to care for such child(ren).
- 1428 | • Any qualifying exigency arising out of the fact that the
1429 | employee's spouse, son, daughter, or parent is on active duty or
1430 | has been notified of an impending call or order to active duty in

1431 the U.S. National Guard or Reserves in support of a
1432 contingency operation
1433 • Twenty-six workweeks of leave during a single 12-month
1434 period to care for covered service member with a serious injury
1435 or illness if the employee is the spouse, son, daughter, parent or
1436 next of kin of the service member (Military Caregiver Leave).

1437
1438 (c) Definitions.

- 1439
1440 1. As soon as practicable means as soon as both possible and practical,
1441 taking into account all of the facts and circumstances in the
1442 individual case. For foreseeable leave where it is not possible to
1443 give as much as thirty day notice, "as soon as practicable" ordinarily
1444 would mean employee notification to the employee's supervisor
1445 within one or two business days of when the need for leave
1446 becomes known to the employee.
1447
1448 2. Child(ren) means biological, adopted or foster child(ren), step-
1449 child(ren), legal ward(s), or child(ren) of a person standing "in loco
1450 parentis," who is under 18 years of age; or 18 years of age or older
1451 but incapable of self-care because of a mental or physical disability.
1452
1453 3. Continuing treatment by a health care provider means one or more
1454 of the following:
1455
1456 • the employee or family member is treated two or more times
1457 for the injury or illness by a health care provider or by a
1458 provider of health care services under direction of a health care
1459 provider;
1460
1461 • the employee or family member is treated by a health care
1462 provider on at least one occasion and is given a regimen of
1463 continuing treatment under the supervision of the health care
1464 provider;
1465
1466 • the employee or family member is under the continuing
1467 supervision of a health care provider for a long-term or chronic
1468 condition or disability which cannot be cured.
1469
1470 4. Foreseeable Family and Medical Leave means leaves for birth,
1471 adoption, foster care, or planned medical treatment. The City
1472 requires employees to give at least thirty (30) day notice, in
1473 writing, if possible and practical, for a foreseeable Family and
1474 Medical Leave.
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5. Health care provider means any of the following licensed or certified professions: a doctor of medicine or osteopathy, podiatrist, dentist, clinical psychologist, chiropractor (limited to treatment consisting of manual manipulation of the spine to correct sublimation as demonstrated by x-rays to exist), nurse practitioner and nurse midwife, and Christian Science practitioners listed with the First Church of Christian Science in Boston, Massachusetts. If an employee relies on a Christian Science practitioner, the City may require a second opinion from a medical doctor.
 6. Incapable of self-care means the individual requires active assistance or supervision to provide daily self-care in several of the activities of daily living, including: grooming, hygiene, bathing, dressing, eating, taking public transportation, maintaining a residence, etc.
 7. "In loco parentis" includes those with day-to-day responsibilities to care for and financially support a child or, in the case of an employee, who had such responsibility for the employee when the employee was a child. A biological or legal relationship is not necessary.
 8. Parent means the biological or adoptive parent of an employee or an individual who stood "in loco parentis" to an employee when the employee was a child. Parents of a spouse are not included.
 9. Reduced leave schedule means a leave schedule that reduces an employee's usual number of hours per work week or hours per work day.
 10. Serious health condition means an illness, injury impairment, or physical or mental condition that involves inpatient care at a hospital, hospice, or residential medical care facility, or continuing care for more than a few days by a health care provider. The employee shall be required to provide certification from a health care provider documenting the existence of a serious health condition.
 11. Spouse means husband or wife of the employee.
 12. Unforeseeable Family and Medical Leave occurs when the need for leave, or its approximate timing, is not foreseeable. The city requires employees to give notice as soon as practicable based on the facts and circumstances of the particular case, within no more than one or two work days of learning of the need for leave, except in extenuating circumstances, such as a medical emergency.

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(d) Employee benefits

1. An employee granted leave under the provisions of this policy and the Family and Medical Leave Act shall be returned to the position previously held or an equivalent position with equivalent benefits, pay, seniority, and other terms and conditions of employment provided the total period of leave does not exceed twelve (12) weeks.

Employees whose salaries are in the top 10% of the City's work force who are granted leave shall have no guarantee of reinstatement to an equivalent position. Consideration for reinstatement will be based on operational requirements.

2. Health, dental, and other insurance coverage including any voluntary insurance benefits and life insurance will be continued during the period of the leave (paid and unpaid leave time) at the same level as in force at the beginning of the leave. The employee is responsible for payment of his/her share of dependent health, dental, and life insurance premiums and any voluntary insurance premiums.

Employees whose salaries are in the top 10% of the City's work force granted leave under this section shall receive all applicable group insurance benefits for up to twelve (12) weeks of approved leave, regardless of whether or not reinstated to an equivalent position.

3. Employees who terminate employment due to inability to return to work at the conclusion of a twelve (12) week leave are eligible to elect health insurance continuation in accordance with Florida Statutes.

(e) Procedures and employee responsibilities

1. When the necessity for leave under this section is due to the serious health condition of the employee or eligible family member or is foreseeable based on an event such as birth/adoption of a child, it shall be the employee's responsibility to:

(a) Submit a written request including any medical verification of the need for the leave and expected duration of the leave, to his/her supervisor for consideration.

- 1567 (b) Make reasonable efforts to schedule treatment/care in order
1568 to minimize disruption to work operations.
1569
- 1570 (c) Provide at least thirty (30) days' notice prior to
1571 commencement of the leave for foreseeable circumstances,
1572 except that if planned treatment/care is required in less than
1573 thirty (30) days, the employee shall provide such notice as
1574 is practicable.
1575
- 1576 2. Following approval of the leave by the employee's supervisor, the
1577 employee will sign an approved Leave of Absence memorandum
1578 indicating his/her concurrence with the conditions outlined,
1579 including arrangements for payment of insurance premiums which
1580 may be the employee's responsibility.
1581
- 1582 3. Prior to return to work, the employee shall provide written notice
1583 to his/her supervisor of the anticipated date of return to work,
1584 accompanied by medical verification (in the case of employee's
1585 own serious health condition) from the treating physician of ability
1586 to return to work.
1587
- 1588 (f) Conditions and limitations.
1589
- 1590 1. Unpaid leave under this section will be authorized only after the
1591 employee has exhausted all available and eligible paid leave. Such
1592 paid leave time is included along with unpaid leave time in the
1593 calculation of the total of twelve work weeks within a twelve-
1594 month period.
1595
- 1596 2. In the case of two City employees who are married, Family and
1597 Medical Leave for the birth, adoption, or foster care placement of a
1598 child is limited to a combined total for both spouses of twelve
1599 weeks of leave. This combined twelve weeks limitation does not
1600 apply to leaves for married employees for serious health conditions
1601 of the employee, child, or parent.
1602
- 1603 3. Leave, under the provisions of this section, cannot be taken
1604 intermittently or on a reduced leave schedule unless agreed to and
1605 approved by the city manager, based on certification as medically
1606 necessary and/or based on operational considerations. The city
1607 may temporarily transfer an employee on authorized intermittent or
1608 reduced schedule leave to a position more suitable to recurring
1609 periods of absence to better accommodate the leave schedule. The
1610 employee's wages and benefits will remain the same as prior to the
1611 temporary transfer.
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4. When leave is to be taken due to the serious health condition of the employee or an eligible family member or when leave is to be taken on an intermittent or reduced leave schedule due to medical necessity, certification from the health care provider will be required. The city reserves the right to require, at the city's expense, the opinion of a second health care provider designated or approved by the city. Should the first and second opinions conflict, the city reserves the right to require the opinion of a third health care provider, at city expense, designated or approved jointly by the City and the employee. The opinion of the third health care provider shall be final. To be sufficient, the certification must state:
 - The date on which the serious health condition commenced.
 - The probable duration of the condition.
 - The appropriate medical facts within the knowledge of the health care provider regarding the condition.
 5. During any unpaid portion of Family and Medical Leave, no annual leave or sick leave will accrue, nor will the employee receive any holiday pay.
 6. Continuous service credit will continue during the period of approved Family and Medical Leave (paid and unpaid portions).
 7. Employees are prohibited from accepting new employment while on approved FML.
 8. Inability/failure to return to work at the expiration of the twelve week period may result in termination of employment.

1648 **SECTION VII.10. Flex time.**

1649
1650 The city manager, upon request of an exempt employee (to-wit: the managerial
1651 employee), may allow the employee to take flex time in increments of no less than one
1652 (1) hour in lieu of compensatory time. This time is not to be construed as compensatory
1653 time and shall in no way be compensable even if the employee separates from the city.

1654 **SECTION VII.11. Catastrophic illness or injury.**

1655
1656
1657 The city shall establish a catastrophic illness or injury leave pool whereby employees
1658 may voluntarily donate portions of their unused annual or sick leave to the donated leave

- 1659 bank to be used by other participating city employees who have exhausted all of their
1660 own accumulated paid leave due to an extended or catastrophic illness or injury.
- 1661
- 1662 (1) Participation in the plan shall at all times be voluntary on the part of the donating
1663 employee and the receiving employee.
- 1664
- 1665 (2) To be eligible to receive leave through the catastrophic leave bank, an employee
1666 must meet the following conditions:
- 1667
- 1668 a. The employee has used all accrued sick and annual leave and all types of
1669 earned compensatory leave.
- 1670
- 1671 b. The employee has suffered a documented illness, accident or injury, and
1672 requires as certified by a licensed physician, absence from the workplace
1673 for a minimum of five (5) consecutive workdays. Unless waived by the
1674 city, transferred leave shall be used for absences associated with such
1675 documented conditions beginning with the sixth missed workday or partial
1676 workday or on the first day the employee has exhausted all leave,
1677 whichever is later. Donated leave may be used consecutively,
1678 intermittently or in increments of an hour, as needed.
- 1679
- 1680 c. The employee is not eligible for Worker's Compensation.
- 1681
- 1682 (3) Transferred leave shall have no terminal value, and [is] not refundable to the
1683 giving employee once donated.
- 1684
- 1685 (4) Catastrophic leave shall be used toward an employees' Family and Medical Leave
1686

1687 **SECTION VII.12. Catastrophic leave bank donations.**

1688
1689 Employees may donate any number of their accrued sick time hours above forty (40) to
1690 another employee or employees of their choosing. All leave donated will be converted to
1691 a dollar amount based upon the donor's salary rate and converted to sick leave hours
1692 based upon the recipient's rate. Employees may not solicit donations from other
1693 employees, and no employee may receive donations exceeding four hundred eighty (480)
1694 hours of time during the tenure of their employment.

1695
1696 **SECTION VII.13. Catastrophic leave bank administration.**

- 1697
- 1698 (a) Applications for catastrophic leave shall be reviewed on a first filed, first reviewed basis.
1699 Approval does not guarantee that a catastrophic applicant will receive leave should there be a
1700 zero balance in the catastrophic leave bank.
- 1701
- 1702 (b) Catastrophic leave shall not be awarded retroactively.
- 1703
- 1704 (c) The human resources officer or his/her designee shall be responsible for catastrophic

1705 leave bank administration and record-keeping.

1706

1707

ARTICLE VIII.

1708

SEPARATIONS

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SECTION VIII.1. Types of separations.

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Separations and/or termination from positions in the city services are designated as one of the following types:

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(1) Resignation

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(2) Retirement

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(3) Disability

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(4) Death

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(5) Reduction in force (lay-off)

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(6) Dismissal or discharge

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(7) End of temporary assignment

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SECTION VIII.2. Resignation.

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(a) An employee voluntarily leaves the city service.

1732

1733

(b) An employee wishing to resign in good standing shall file with the city a written resignation, stating the date and reason for leaving. The notice must be given two (2) weeks prior to the date of separation. Failure to comply with this provision may be cause of denying the employee re-employment.

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(c) Unauthorized absence from work for a period of three (3) consecutive days may be considered a resignation.

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SECTION VIII.3. Health.

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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:

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1748

(1) If the disability is correctable, the employee will be allowed a specific time to take steps to have the disability corrected. If the employee fails to take

1749

1750

1751 steps to have the disability corrected within the specified time, the employee shall
1752 be subject to dismissal.

1753
1754 (2) If, in the opinion of the examining physician, the disability cannot be
1755 corrected, the city manager will attempt to place the employee in another position
1756 which he/she can perform satisfactorily. If that step cannot be accomplished
1757 successfully, the employee shall be separated either through retirement or
1758 dismissal.

1759
1760 **SECTION VIII.4. Death.**

1761
1762 For record keeping purposes separation shall be effective as of the date of death. All
1763 compensation and benefits due to the employee as of the effective date of separation shall
1764 be paid to the beneficiary, surviving spouse, or the estate of the employee as determined
1765 by law.

1766
1767 **SECTION VIII.5. Reduction in force (lay-off).**

1768
1769 (a) When it becomes necessary to reduce the number of employees because of lack of
1770 funds, shortage of work, the abolition of a position, or other causes which do not reflect
1771 discredit on the service of the employees, employees shall be laid off on the basis of the
1772 following factors, each weighed equally:

- 1773
1774 (1) Length of service in the class.
1775
1776 (2) Length of service in the city.
1777
1778 (3) Performance evaluation for the past year.

1779
1780 (b) No regular employee shall be laid-off while another person in the affected class is
1781 employed on a provisional, part time, temporary or seasonal basis.

1782
1783 (c) Recall will be offered to laid off employees provided they are physically and
1784 otherwise qualified to perform the duties of the job.

1785
1786 (d) The city manager shall give the employee to be laid off written notice of the
1787 action two (2) weeks before the effective date of the layoff or two (2) weeks pay in lieu
1788 thereof.

1789
1790 (e) When a department head believes that an employee is essential to the efficient
1791 operations of the department because of special skills or abilities, and wishes to retain
1792 this individual, the department head must submit a written request to the city manager.
1793 The decision of the city manager regarding retention or lay-off is final.

1794
1795 (f) A laid-off employee shall be paid for all annual leave credits for which eligible.
1796 An employee who is reinstated within one (1) year shall have unused sick leave credits

1797 restored.

1798

1799 **SECTION VIII.6. Dismissal or discharge.**

1800

1801 (a) A discharge is the involuntary separation of an employee. Employees discharged
1802 for disciplinary reasons will not be eligible for rehire and shall lose all seniority and
1803 reinstatement privileges.

1804

1805 (b) Reasons for dismissal or discharge may include, but shall not be limited to, the
1806 following:

1807

1808 (1) Failure to meet established standards of work, morality or ethics to an
1809 extent that the employee is unsuitable for employment with the city in the position
1810 in which the employee was serving.

1811

1812 (2) Theft, destruction, or gross neglect in the use of city property.

1813

1814 (3) Incompetency, inefficiency, or negligence in the performance of duty.

1815

1816 (4) Insubordination.

1817

1818 (5) Conviction of a felony criminal offense directly related to the job.

1819

1820 (6) Being under the influence of intoxicating liquor, drugs, or barbiturates (not
1821 prescribed by a doctor) while on duty.

1822

1823 (7) Unauthorized absence, abuse of leave privileges or habitual tardiness.

1824

1825 (8) Acceptance of any valuable consideration which was given with the
1826 expectation of influencing the employee in the performance of duties.

1827

1828 (9) Falsification of records or use of official position for personal advantage,
1829 including application, time sheets, purchase orders, etc.

1830

1831 (10) Commission of any offense described in these personnel policies or
1832 departmental rules and regulations relating to disciplinary measures for which
1833 discharge is the penalty.

1834

1835 (11) Violation of F.S. § 447.018 prohibiting public employee organizations
1836 from participating in a strike against a public employer.

1837

1838 (c) Charges which form the basis for a dismissal of an employee shall be specific,
1839 and shall be documented by the supervisor or department head, to include dates and
1840 places of incidents.

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1842 (d) The procedure for dismissal shall be as follows:

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(1) During the probationary period an employee can be terminated upon recommendation of the department head and approval of the city manager.

(2) Career service 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.

(e) 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 suspended without pay indefinitely if the employee has been indicted for a felony or for a misdemeanor involving moral turpitude. The suspension shall be terminated by restoration to the career service or by dismissal upon the decision of the court. If the employee is restored to the career service, full pay for the entire period of suspension will be paid, and eligibility for merit pay increase and 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.

SECTION VIII.7. Exit interview.

It is the desire of the city to determine why employees leave the career service. An exit interview program may be established and administered to determine the causes of and possible solutions for turnover within the work force.

ARTICLE IX.

SAFETY

SECTION IX.1. Accident prevention.

Department heads, supervisors and employees are responsible 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 economies. Inadequate safety training, improper equipment handling and neglect can increase costs, cause accidents and reduce productivity. Safety performance and adherence to safety rules will be considered in the employee's performance evaluation.

SECTION IX.2. Accident reporting.

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

(b) Accident reports must be submitted by the injured employee's supervisor within twenty-four (24) hours after the date of the accident or the report of the injury or damage to property. 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, a report of injury to employee will also be required.

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

SECTION IX.3. Employee safety awards.

The city manager may institute an employee safety award program. Safety awards may be made either to groups or to individuals and will normally be made in recognition of praiseworthy and outstanding safety performance.

**ARTICLE X.
DISCIPLINARY ACTION**

SECTION X.1. Intent.

(a) It is the intent of the city that effective supervision and employee relations will avoid most matters which necessitate disciplinary action.

(b) 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 any disciplinary action which may be taken, as a result of good behavior for a specified term.

(c) The following guidelines are not to be construed as limitations upon the retained rights of the city. The policies provide recommended penalties to apply to specific offenses.

(d) 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

1935 offense warrants such measures.

1936

1937

Depending upon the circumstances, acceptable disciplinary actions may include:

1938

(1) Verbal warning/counseling

1939

1940

(2) Written reprimand

1941

1942

(3) Suspension

1943

1944

(4) Demotion

1945

1946

(5) Discharge

1947

1948

(e) Offenses requiring disciplinary action are divided into three (3) types to reflect degrees of severity. In each group and for each guideline, consideration will be given to the severity of the offense, the cost involved, the time interval between violations, the length and quality of the employee's service, and the abilities of the employee. In each case where the penalty is modified from the recommended guideline, the reason for such modification will be noted in writing.

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(f) In all cases, the department head shall notify the employee in writing of the action taken, and a copy of such notice will be signed by the employee and included in the employee's personnel file.

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1959

(g) In addition to the general types of offenses listed, infractions of departmental rules and regulations will subject the employee to disciplinary action.

1960

1961

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SECTION X.2. Authority and procedure.

1963

1964

(a) Removals, suspensions and demotions for cause are effected by the department head with the permission of the city manager as provided herein.

1965

1966

1967

(b) Whenever a department head determines that there are reasons for the dismissal, suspension or demotion of a regular employee under their supervision, the department head shall notify the city manager in writing.

1968

1969

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1971

(c) In the event an employee is relieved of his or her duties with pay pending suspension, reduction or dismissal, immediate notification shall be given to the city manager or designee. Under no circumstance shall an employee be relieved of their duties without pay prior to approval of the city manager or designee.

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(d) Prior to any suspension, demotion or dismissal, an employee shall be given a predisciplinary hearing to provide him or her due process. The predisciplinary hearing shall take place within five business days, or as soon thereafter as reasonably practical, after receipt by the city manager of the department head's intent to suspend, demote or

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1980

1981 dismiss an employee.

1982

1983 (e) All suspension, demotion and dismissal hearings shall be heard by the city
1984 manager.

1985

1986 (f) Written notice of the city manager's decision, including written notice of any
1987 suspension, reduction or dismissal and stating the reasons therefor, and the date from
1988 which such action is effective, shall be given to the employee or mailed to their usual
1989 place of residence within not more than five business days after the predisciplinary
1990 hearing. A copy of such notice shall be maintained in the employee's personnel file. In
1991 the event that good and sufficient reasons exist making it impractical or impossible to
1992 give or mail such written notice to the employee within the five-day period, the city
1993 manager's office, showing good cause, may extend the period for giving notice for an
1994 additional period not to exceed five days.

1995

1996 (g) An employee who is terminated, demoted or suspended for a period in excess of
1997 five work days may appeal such disciplinary employment action to the personnel board
1998 by filing with the city clerk of notice of appeal within ten calendar days after the mailing
1999 of the city manager's written notice of the decision made following the predisciplinary
2000 hearing.

2001

2002 **SECTION X.3. Types of offenses.**

2003

2004 The three (3) groups of offenses and guides for recommended penalties are as follows:

2005

2006 *Group I Offenses*

2007

2008 *First offense:* Verbal warning

2009

2010 *Second offense:* Written reprimand and/or up to five (5) days suspension

2011

2012 *Third offense:* Up to discharge

2013

2014 (1) Operating, using, possessing tools, equipment or machines which the employee
2015 has not been assigned or performing other than assigned work.

2016

2017 (2) Quitting work, wasting time, loitering or leaving assigned work area during
2018 working hours without permission.

2019

2020 (3) Washing up or changing clothes during working hours without specific
2021 permission.

2022

2023 (4) Taking more than the specified time for meals or break period.

2024

2025 (5) Demonstrating productivity or work quality which is not up to required standards
2026 of performance.

- 2027
- 2028 (6) Disregarding job duties by loafing or neglecting work during working hours.
- 2029
- 2030 (7) Reporting to work or working while unfit for duty, either medically, mentally or physically.
- 2031
- 2032
- 2033 (8) Posting or removing any material on official bulletin boards or city property without authorization.
- 2034
- 2035
- 2036 (9) Distributing written or printed material of any description on city premises unless authorized.
- 2037
- 2038
- 2039 (10) Showing discourtesy to persons with whom the employee comes in contact with while in the performance of duties.
- 2040
- 2041
- 2042 (11) Failing to report an accident or personal injury in which the employee was involved while on the job.
- 2043
- 2044
- 2045 (12) Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the attention of others, cat-calls, demonstrations on the job or similar types of conduct.
- 2046
- 2047
- 2048
- 2049 (13) Creating or contributing to unsafe and unsanitary conditions or poor housekeeping.
- 2050
- 2051
- 2052 (14) Failing to report the loss of a city identification card immediately to the department head, where applicable.
- 2053
- 2054
- 2055 (15) Failing to keep the department and the personnel office notified of proper address and telephone number (if any).
- 2056
- 2057
- 2058 (16) Receiving or making an excessive amount of personal phone calls while on working time.
- 2059

2060

2061 *Group II Offenses*

2062

2063 *First offense:* Written reprimand and/or up to five (5) days suspension

2064

2065 *Second offense:* Up to discharge

- 2066
- 2067 (1) Threatening, intimidating, coercing or interfering with fellow employees or supervisors at any time, including using abusive language.
- 2068
- 2069
- 2070 (2) Failing to work overtime, special hours or special shifts after being scheduled according to overtime and standby duty policies.
- 2071
- 2072

- 2073 (3) Leaving assigned post at the end of the scheduled shift without being relieved by
 2074 the supervisor or the relieving employee on the incoming shift, for those units
 2075 operating on a twenty-four-hour basis.
 2076
 2077 (4) Neglecting to comply with requirements set forth in departmental rules and
 2078 standards of conduct.
 2079
 2080 (5) Engaging in gambling, lottery or any other game of chance at city work stations at
 2081 any time.
 2082
 2083 (6) Making or publishing false, vicious or malicious statements concerning any
 2084 employee, supervisor, the city or its operations.
 2085
 2086 (7) Being absent without permission or leave.
 2087
 2088 (8) Provoking or instigating a fight or fighting on city property.
 2089
 2090 (9) Violating safety rules or practices which involve equipment, tools or property.
 2091
 2092 (10) Failing to report a request for information or receipt of a subpoena from an
 2093 attorney for a matter relating to city business.
 2094
 2095 (11) Vending, soliciting or collecting contributions for any purpose whatsoever at any
 2096 time on city premises, unless authorized.
 2097
 2098 (12) Violating any or all of the steps outlined in the grievance procedure.
 2099
 2100 (13) Knowingly harboring a serious communicable disease which may endanger other
 2101 employees.
 2102
 2103 (14) Violating personnel policies.
 2104
 2105 (15) Habitually failing to punch one's own timecard, where applicable. "Habitually" is
 2106 considered occurring three (3) times in any ninety-day period.
 2107
 2108 (16) Habitually reporting late to work. "Habitually" is considered occurring three (3)
 2109 times within a ninety-day period.
 2110

Group III Offenses

2111
 2112
 2113 *First offense:* Up to discharge
 2114

- 2115 (1) Wanton or willful neglect in performing assigned duties.
 2116
 2117 (2) Deliberately misusing, destroying or damaging any city property or property of a
 2118 city employee without proper authorization.

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- (3) Receiving from any person, or participating in any fee, gift or other valuable thing in the course of work, when such fee, gift or other valuable thing is given in the hope or expectation of receiving a favor of better treatment than that accorded other persons.
 - (4) Knowingly punching the timecard of another employee, having one's own timecard punched by another employee, or unauthorized altering of a timecard or time sheet, where applicable.
 - (5) Falsifying or altering personal or city records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record or application.
 - (6) Making false claims or misrepresentations in an attempt to obtain sickness or accident benefits or worker's compensation.
 - (7) Insubordination.
 - (8) Unauthorized use or display of explosives or weapons, other than firearms, on city property, and use or display of firearms on city property in a manner in violation of state law.
 - (9) Theft or removal from city locations without proper authorization of any city property or property of any employee.
 - (10) Sleeping during duty hours, unless authorized.
 - (11) Being absent from duty for a period of three (3) consecutive working days without proper authorization.
 - (12) Failing to return from an authorized leave of absence.
 - (13) Permitting another person to use an employee's identification card, using another person's card, or altering an identification card.
 - (14) Incompetence or inefficiency in the performance of assigned duties.
 - (15) Using alcohol and/or controlled substance or being under the influence of same on the city's premises and/or on working time.
 - (16) Possession or sale of alcohol or controlled substances in or on city vehicles or property or during working time.
 - (17) Being found guilty or pleading guilty or nolo contendere (even where adjudication is withheld) to a felony or misdemeanor involving moral turpitude. A

- 2165 "crime of moral turpitude" includes a criminal conviction or plea of nolo
 2166 contendere, where the criminal act or conduct is contrary to justice, honesty,
 2167 modesty, community morality or good morals generally. A crime of moral
 2168 turpitude thus includes, but is not limited to, any crime, the commission of which
 2169 reflects adversely on a person's reputation, integrity or reliability to which
 2170 otherwise brings, tends to bring or may reasonably be expected to bring, discredit
 2171 or disrepute upon that person or that person's employer.
 2172
- 2173 (18) Failure to notify the city that charges have been filed against the employee by a
 2174 prosecuting official, except for minor traffic infractions.
 2175
- 2176 (19) Using or attempting to use political influence or bribery to secure an advantage of
 2177 any manner.
 2178
- 2179 (20) Concerted curtailment, restriction of production or interference with work in or
 2180 about the city's work stations including, but not limited to, instigating, leading or
 2181 participating in any walkout, strike, sitdown, stand-in, slow-down or refusal to
 2182 return to work at the scheduled time for the scheduled shift.
 2183
- 2184 (20) Beginning or maintaining an outside personal or business economic relationship
 2185 which affords present or future financial benefits to the employee and may be
 2186 considered a conflict of interest securing advantage of goods, services or
 2187 influence due to the position of the employee with the city.
 2188
- 2189 (21) Violation of the internet/intranet/password/e-mail usage policy.
 2190

2191
 2192 **ARTICLE XI.**

2193
 2194 **EMPLOYEE GRIEVANCE PROCEDURE**

2195
 2196 **SECTION XI.1. Purpose.**

2197
 2198 This grievance procedure is established to provide full opportunity to employees to bring
 2199 to the attention of management complaints, grievances or situations that the employee
 2200 feels need either adjustment or information. It is the intent and desire of the city to adjust
 2201 complaints or grievances informally and both supervisors and employees are expected to
 2202 make every effort to resolve problems as they arise. However, it is recognized that there
 2203 will be grievances which will be resolved only after discussion and review. The
 2204 submission of a grievance by an employee shall in no way adversely affect the employee
 2205 or his/her employment with the city. Nothing in this Article is intended to curtail the
 2206 rights afforded to Whistleblowers' pursuant to the City's Ordinances and State law.

2207
 2208 **SECTION XI.2. Definition of a grievance.**

- 2209
 2210 (a) A grievance is a complaint, view or opinion pertaining to employment conditions,

2211 to relationships between employees and supervisors or to relationships with other
2212 employees.

2213
2214 (b) Disciplinary actions, dismissals, demotions, suspensions, reduction in pay,
2215 position classifications and allocations shall not be subject to review as grievances.
2216

2217 (c) Only full-time ~~regular~~ and ~~regular~~ part-time employees are eligible to file
2218 grievances under this procedure.
2219

2220 **SECTION XI.3. Procedure.**
2221

2222 (a) *Step one:* An aggrieved employee shall present the complaint to his/her
2223 immediate supervisor within forty-eight (48) hours from the time of occurrence of the
2224 problem. The supervisor shall then attempt to resolve the problem.
2225

2226 (b) *Step two:* If the employee feels the answer received is not satisfactory, he/she will
2227 reduce to writing the facts and circumstances of the problem and present the written
2228 statement to the department head within five (5) working days. Assistance will be
2229 provided, if requested for those employees who have difficulty writing. The department
2230 head will investigate the grievance and notify the employee of his/her decision within
2231 five (5) working days after receiving the grievance.
2232

2233 (c) *Step three:* If the grievance is not resolved by the department head, the employee
2234 may submit the grievance in writing to the city manager within three (3) working days
2235 after receipt of the department head's decision.
2236

2237 The city manager will consider the grievance, weighing all pertinent information.
2238 The city manager may appoint a committee, which committee shall not include
2239 any of the employees involved in the grievance, to render advice on the particular
2240 grievance, if, in the opinion of the manager, the committee could be of assistance.
2241

2242 Within a reasonable period of time after receipt of the grievance, the city manager
2243 will notify the employee and department head of the decision reached. The
2244 decision of the city manager shall be final and the employee shall have no further
2245 right of administrative appeal.
2246

2247 (d) If the grievance is of such a nature that the employee cannot approach the
2248 immediate supervisor or the department head, then the employee shall present his or her
2249 complaint directly to the city manager.
2250

2251 (e) If the grievance is of such a nature that the employee cannot approach the
2252 immediate supervisor or the department head and can also not approach the city manager,
2253 then the employee shall present his or her complaint to the Mayor who shall report the
2254 grievance to the city commission.
2255

2256 **SECTION XI.4. General provisions.**

- 2257
2258 (a) The time limits of this grievance procedure may be extended by management due
2259 to illness, vacations, business trips, emergencies, or other reasons. If an extension is
2260 required, the employee will be notified.
2261
2262 (b) Under this grievance procedure the employee and management have the
2263 opportunity to call witnesses at the step two and step three levels.
2264
2265 (c) Any grievance shall be considered settled at the completion of any step, unless it
2266 is appealed within the time limits set forth.
2267
2268 (d) It is the intent of these rules that the majority of grievances will be settled in the
2269 first or second step.
2270
2271 (e) All grievances at their conclusion shall be forwarded to the city manager for
2272 coordination, analysis and retention.
2273
2274 (f) In some cases, steps in the grievance procedure may be waived at the discretion of
2275 the department head to allow more severe matters to progress more rapidly.
2276
2277 (g) Employees may grieve without fear of retribution.
2278
2279 (h) If, in the opinion of the city manager that conditions warrant, the grieving
2280 employee may be given anonymity.
2281

ARTICLE XII.

MISCELLANEOUS RULES AND BENEFITS

SECTION XII.1. Vehicles.

2287
2288 Some employees, because of the nature of their work, may be issued and are responsible
2289 for a vehicle which may be driven to and from work and lunch, and to conduct official
2290 business. Such vehicle shall not be used for personal pleasure or private business. The
2291 purpose of this policy is to enable the employee in question to respond to emergency
2292 conditions promptly. Abuse of this policy may result in a withdrawal of the vehicle and
2293 appropriate disciplinary action.
2294

SECTION XII.2. Retirement plan.

2295
2296
2297 The city provides a retirement plan for all qualified employees to assist in providing a
2298 monthly income after their retirement. Details of the plan are maintained by the personnel
2299 office.
2300

SECTION XII.3. Unemployment compensation.

2301
2302

2303 The city is registered with the State of Florida Bureau of Unemployment Compensation.
2304 Terminated employees who file a claim and are determined qualified under the Florida
2305 Unemployment Compensation Law may be eligible to receive unemployment
2306 compensation benefits. Further information may be obtained in the personnel office.
2307

2308 **SECTION XII.4. Insurance benefits.**

2309
2310 ~~Hospitalization and medical insurance~~ Various insurance benefits are available for all
2311 eligible employees. ~~Life and accidental death insurance may also be made available for~~
2312 ~~city employees.~~ Details are available upon request from the personnel office.

2313
2314 **SECTION XII.5. Deductions.**

2315
2316 Federal withholding and social security are deducted from pay checks in accordance with
2317 law. Any other deductions, including group insurance, United Way and recognized
2318 charities are made only by written request of the employee.
2319

2320 **SECTION XII.6. Emergency conditions; suspension of normal work hours.**

2321
2322 (a) In the event of extreme weather or other emergency conditions that pose a hazard
2323 to the safety of city employees or the public or which make normal operations
2324 impractical, the city manager or his or her designee may suspend all or part of a normal
2325 work day.
2326

2327 (b) In the event such determination is made, the city manager shall notify all
2328 department heads of the effective time of the suspension of operations; department heads
2329 shall notify all affected employees in their department. Such notification shall include the
2330 time of scheduled resumption of normal operations.
2331

2332 (1) Employees not required to perform [their duties] in accordance with the
2333 city's emergency management plan, shall be dismissed from work. Employees
2334 shall be compensated not to exceed three (3) workdays. If the suspension of
2335 emergency operations exceeds three (3) workdays, employees shall not be
2336 compensated. In order not to lose compensation, the employee may elect to use
2337 any accumulated vacation leave, scheduled personal leave or ~~compensatory flex~~
2338 time, for the hours that would normally have been worked. Leave may not be used
2339 to exceed the normal work week, whereby overtime compensation would be
2340 required.

2341 (2) All temporary employees not required to work as part of the city's
2342 emergency management plan shall not be compensated until normal operations
2343 resume.
2344

2345 (3) Nonexempt employees, part-time employees and temporary employees,
2346 required to work as part of the city's emergency management plan, or in which
2347 department operations are not suspended, shall be compensated in accordance
2348

2349 with city policies for actual hours worked and in accordance with the Fair Labor
2350 Standards Act.

2351
2352 (4) Exempt employees required to work as part of the city's emergency
2353 management plan, or in which department operations are not suspended, that are
2354 on duty in excess of forty (40) hours per week, at the direction of the city manager
2355 or department head, will be granted time-off at a later date.

2356
2357 (5) Once the city resumes normal operations, all employees are expected to
2358 report as normally required. Depending upon the effect the disaster has on an
2359 employee, the department head may authorize the use of leave to allow the
2360 employee to take care of personal needs.

2361
2362 (6) An employee who fails to report for duty, or to seek authorization for
2363 approved leave, may be subject to disciplinary action in accordance with the
2364 personnel rules and regulations.

2365
2366 **SECTION XII.7. Internet/intranet/password/e-mail usage policy.**

2367
2368 (a) *Purpose.*

2369
2370 (1) The purpose of this policy is to define the appropriate use of the City of
2371 Flagler Beach computer and network resources as they relate to internet/intranet,
2372 password and e-mail usage. Policies contained herein apply to the access of the
2373 city network and the use of computer resources at any location, from any device,
2374 via a wired or wireless connection. The city authorizes the use of computing and
2375 network resources by city employees in order to carry out legitimate city business.
2376 All use must be consistent with the intent and requirements of all city policies and
2377 must be carried out in an ethical, legal, and responsible manner.

2378
2379 (2) This policy does not attempt to cover every possible usage scenario.
2380 Common sense and good etiquette should prevail when utilizing any city
2381 resource. This policy provides general rules for appropriate use of technology
2382 resources.

2383
2384 (3) Technology resources may be used for incidental personal needs as long
2385 as such use does not result in additional cost or liability, interfere with business,
2386 productivity or performance, pose additional risk to security, reliability, or
2387 privacy, or conflict with any city policy or work rule. Personal usage should
2388 generally conform to limits typically associated with personal phone calls.

2389
2390 (4) Users should have no expectation of privacy while using city-owned or
2391 city-leased equipment. Information passing through or stored on company
2392 equipment can and will be monitored.

2393
2394 (5) Violations of internet and e-mail use include, but are not limited to,

2395 accessing, downloading, uploading, saving, receiving, or sending material that
2396 includes sexually explicit content or other material using vulgar, sexist, racist,
2397 threatening, violent, or defamatory language. Gambling and illegal activities are
2398 not to be conducted on city resources.

2399
2400 (b) *Internet/intranet usage.*

2401
2402 (1) The use of technology resources for conducting personal business,
2403 consulting or for political activities is prohibited.

2404
2405 (2) Internet usage will conform to all city policies and work rules.
2406 Intentionally visiting "adult" or sexually-oriented web sites, sites associated with
2407 hate crimes, violence or others that create discomfort or harassment in the
2408 workplace and have no legitimate business value are prohibited and shall result in
2409 immediate dismissal.

2410
2411 (3) Access or attempting access to the computer-based records or services that
2412 an official or employee does not have explicit authorization to utilize is
2413 prohibited.

2414
2415 (4) The use of technology resources for illegal or illicit activities is a violation
2416 of this policy.

2417
2418 (5) A violation of any software license agreement is prohibited.

2419
2420 (6) Downloading and installing software from the internet is prohibited,
2421 unless specifically authorized by the city manager or designee. Any downloaded
2422 software must only be used under the terms of its license. Furthermore, any
2423 material downloaded from the Internet must be scanned for viruses or other
2424 destructive code. Therefore, any PC used for software downloads must have an
2425 up-to-date copy of the city approved virus scan software.

2426
2427 (7) City employees may not install personal software on city-owned
2428 computers without a specific business need, and must obtain written permission
2429 from the city manager or designee.

2430
2431 (8) The city has designed internet access in such a way as to try to assure the
2432 safety and security of the city's network. Any attempt to circumvent, disable,
2433 destroy or defeat any city security feature is a violation of this policy.

2434
2435 (c) *Passwords.*

2436
2437 (1) Regardless of the circumstances, individual passwords must never be
2438 shared or revealed to anyone besides the authorized user. To this end passwords
2439 must not be documented or stored in a manner which can be accessed by others.

2440

- 2441 (2) Each employee is responsible for changing individual passwords a
2442 minimum of every four (4) months.
2443
2444 (3) Passwords must not be inserted into e-mail messages or other forms of
2445 electronic communication
2446
2447 (4) Upon an employee's separation from the city, the network administrator
2448 must be immediately notified and at that time must disable any/all passwords
2449 associated with the departing employee.
2450
2451 (5) All user-level and system-level passwords must conform to the general
2452 password construction guidelines.
2453

2454 (d) *General password construction guidelines.* Passwords are used for various
2455 purposes at the city. Some of the more common uses include: user level accounts, web
2456 accounts, e-mail accounts, screen saver protection, and local router logins. As very few
2457 systems have support for one-time tokens, (i.e., dynamic passwords which are only used
2458 once), everyone should be aware of how to construct "strong" passwords.
2459

2460 A strong password has the following characteristics:

- 2461 (1) Contains both upper and lower case characters (e.g., a--z, A--Z)
2462
2463 (2) Has digits and punctuation characters as well as letters (e.g., 0-
2464 9,!@#\$\$%^&*()_+|=[]:";>)
2465
2466 (3) Is comprised of at least eight (8) alphanumeric characters.
2467
2468 (4) Is not a word in any language, slang, dialect, jargon, etc.
2469
2470 (5) Is not based on personal information, names of family, etc.
2471
2472 (6) Passwords should never be written down or stored on-line. Try to
2473 create passwords that can be easily remembered. One way to do this is create a
2474 password based on a song title, affirmation, or other phrase. For example, the
2475 phrase might be: "This May Be One Way To Remember" and the password could
2476 be: "TmB1w2R!" or "Tmb1W>r" or some other variation.
2477
2478

2479 NOTE: Do not use these examples as passwords!
2480

2481 (e) *E-mail usage.*
2482

- 2483 (1) Electronic mail (e-mail) shall be retained in accordance with Florida
2484 Statutes and the Florida Administrative Code.
2485
2486 (2) E-mail is intended to be used for professional business communications.

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Use of language and subject matter should reflect business purposes.

(3) All use of e-mail must conform to the city's practices regarding equal employment and sexual harassment policies.

(4) Confidential and sensitive information such as performance reviews, disciplinary actions, attorney-client privileged information, personal information, or medical information should not be communicated via e-mails.

(5) E-mail may not be used to solicit for commercial ventures, or other non-job related solicitations.

(6) Incidental personal use of e-mail is acceptable so long as such use does not result in additional cost or liability, interfere with business, productivity or performance, pose additional risk to security, reliability, or privacy or conflict with any city policy or work rule. Personal usage should generally conform to limits typically associated with personal phone calls.

(f) *Downloads, executables and streaming media policy.*

(1) Electronic communication resources are limited. Employees should conserve these resources and must not deliberately perform actions that waste resources or monopolize them to the exclusion of other employees. This includes subscribing to list servers or web sites not directly related to job responsibilities, spending extensive time on the Internet, downloading non-work files and streaming radio.

(2) Staff must presuppose that all materials on the internet are copyright and/or patented unless specific notices state otherwise. Downloading and storing copyright material without permission of copyright holder on city equipment is prohibited.

(3) Downloads of any types are expressly prohibited without the written consent from the city manager or designee, and must have a legitimate business purpose.

ARTICLE XIII.

POSITION CLASSIFICATION PLAN

SECTION XIII.1. 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.

2533

2534 **SECTION XIII.2. Uses.**

2535

2536 The classification plan is used to:

2537

(1) Determine qualifications and prepare job announcements.

2538

(2) Establish lines of promotion and career ladders.

2539

2540 (3) Assist in developing employee training programs.

2541

2542 (4) Provide uniform job terminology on records and documents.

2543

2544 **SECTION XIII.3. Content.**

2545

2546 The classification plan consists of:

2547

(1) 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.

2548

(2) A class title, indicative of the work of the class, which shall be used on all personnel, accounting, budget and related official records.

2549

(3) 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.

2550

2551 **SECTION XIII.4. Administration and maintenance.**

2552

2553 The city manager or designated employee is charged with the maintenance of the classification plan so that it will reflect the duties performed by each employee and the class to which each position is allocated.

2554

2555 **SECTION XIII.5. Allocation of positions.**

2556

2557 Whenever a new position is established or duties of an existing position changed, the department head 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.

2558

2559 **SECTION XIII.6. Position reviews.**

2560

(a) The city manager may assign responsibility for conducting position reviews. Such reviews may be initiated by written request from:

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- (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.
- (b) 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.
- (c) The department head will review and make recommendations for all proposed position changes and class descriptions.
- (d) The employee in the position to be reviewed will be notified that the review is to be conducted.

SECTION XIII.7. Reclassification.

- (a) When the incumbent of 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.
- (b) 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.
- (c) 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.
- (d) 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 other department, if a vacancy exists.

SECTION XIII.8. Position control.

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

ARTICLE XIV.

SALARY ADMINISTRATION

2624 **SECTION XIV.1. Goals.**

2625 The goals of the city through the enactment of the salary administration plan are as follows:

2626 (1) To attract and retain quality employees by maintaining a salary range for each
2627 full-time position.

2628 (2) To design a position classification and salary administration plan to be personally
2629 motivating to all employees by providing a salary schedule commensurate with a pay for
2630 performance philosophy.

2631 **SECTION XIV.2. Implementation summary.**

2632 The following is a summary of wage adjustment implementation:

2633 • Position wage at or below salary range midpoint

2634 (1) COLA; if still below minimum then:

2635 (2) Brought up to salary range minimum using SRC funds.

2636 (3) Performance pay increase, if eligible.

2637 (4) Brought up to salary range midpoint as funding allows within five (5)
2638 years using SRC funds.

2639 • Position wage above salary range midpoint

2640 (1) COLA.

2641 (2) Performance pay increase, if eligible.

2642 • Position wage above salary range maximum

2643 (1) No position shall exceed the maximum range.

2644 (2) Cola and performance pay increase will be awarded up to the maximum
2645 pay range.

2646 **Note**—COLA, PPI Performance Pay Increase and SRC Salary Range
2647 Consideration funds are dependent upon available funding approved in the budget.

2648 **SECTION XIV.3. Implementation detail.**

2649 The following implementation detail will apply:

2650 • In concert with the annual budget process, the finance department shall prepare
2651 a spreadsheet identifying the anticipated funding that will be needed to accomplish the items
2652 listed in Section XIV.2. Based on this information the city commission will authorize an annual
2653 expenditure.

2654 • In concert with the annual budget process, the city commission will authorize an
2655 annual increase cap.

2656 **SECTION XIV.4. Annual salary schedule.**

2657 An annual salary schedule will be adopted by resolution.

2658 **SECTION XIV.5. Promotion.**

2659 (a) When an employee is promoted to a position with a higher maximum salary, the
2660 employee's new salary shall be at least the minimum for the new salary range. If the
2661 employee's present salary is above the minimum for the new position, the employee shall
2662 receive a salary increase of up to five (5) percent at the discretion of the city manager. An
2663 increase of more than five (5) percent may be recommended by the department head,
2664 depending upon the circumstances of the promotion, contingent upon approval of the city
2665 commission.
2666

2667 (b) The date of the promotion shall establish the new classification date.

2668 (c) Salaries of promoted employees will not exceed the maximum pay for their
2669 assigned pay grade.
2670

2671 **SECTION XIV.6. Demotion.**

2672 (a) An employee may be demoted to a position of lower grade for which he/she is
2673 qualified for any of the following reasons:
2674

2675 (1) When an employee would otherwise be laid off because the position is
2676 being abolished, because the position is being reclassified to a lower pay grade,
2677 due to lack of work or funds, or because of the return to work from authorized
2678 leave of another employee to such a position in accordance with the rules on
2679 leave.
2680

2681 (2) When an employee does not possess the necessary qualifications to render
2682 satisfactory service in the position currently held.
2683

2684 (3) When the performance demonstrates unsatisfactory performance during
2685 the probationary period following a promotion.
2686

2687 (4) When the employee voluntarily requests a demotion.
2688
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- 2692 (b) The effect of demotion on pay shall be as follows:
2693
2694 (1) Demotion may result in a pay decrease.
2695
2696 (2) Pay will not exceed the maximum rate of the pay grade designated for the
2697 lower position.
2698
2699 (c) The date of the demotion will establish the new classification date.
2700

2701 **SECTION XIV.7. Transfers.**
2702

- 2703 (a) All transfers shall be made after consultation with the employee and the two (2)
2704 department heads involved.
2705
2706 (b) Transfers shall be made as follows:
2707
2708 (1) An employee may be transferred to another department with the same job
2709 classification and such transfer will not change the employee's pay grade, rate,
2710 anniversary date or classification date.
2711
2712 (2) Employees will serve a three-month probationary period in the new
2713 department.
2714
2715 (3) If, after a fair trial, the new employee is found to be unqualified in the new
2716 position, the employee may return to the position left, with the approval of the
2717 department head, if a vacancy exists. If the former position is filled, every effort
2718 will be made to place the employee in a comparable position. If a vacancy does
2719 not exist, and if it is impossible to create a new position, the employee will be
2720 released.
2721
2722 (c) When an employee becomes physically incapacitated for the performance of
2723 duties, the city manager may, with the consent of the employee and the
2724 department heads, authorize a transfer to a position the same or a lower class
2725 which the employee has the ability to fill.
2726

2727 **SECTION XIV.8. Trainee.**
2728

- 2729 (a) In the event an applicant for any position does not meet the minimum
2730 qualifications, but is otherwise qualified for the position, the city manager may authorize
2731 appointment as a "trainee". In such cases, the employee will be hired at a rate of up to ten
2732 (10) percent below the minimum salary, until the minimum qualifications have been
2733 satisfied.
2734
2735 (b) This category is used to train people on-the-job who have the potential to do the
2736 work, but lack some of the skills or experience needed.
2737

2738 (c) The usual time a person remains in a trainee category depends upon the skills or
2739 experience needed in individual cases but is not to exceed ninety (90) days except those
2740 individuals who are obtaining a certificate or license as necessary for their position.
2741

2742 **SECTION XIV.9. Call back pay.**
2743

2744 (a) In cases where off-duty employees are called back to work they shall receive a
2745 minimum of two (2) hours pay for each call-back and will be compensated at the rate of
2746 time and one-half for time worked on a portal-to-portal basis.
2747

2748 (b) If an employee is called back on a holiday or while on authorized paid leave, they
2749 shall be paid in accordance with the rule shown above and receive the equivalent hours
2750 off to replace the hours worked on the holiday or leave day on a straight time basis.
2751

2752 **SECTION XIV.10. Temporary work at a higher classification.**
2753

2754 (a) An employee may be required to work in a higher classification on a temporary,
2755 incidental or emergency basis and shall do so at no increase in pay. If the employee is
2756 required to perform the duties for a period exceeding thirty (30) working days, the city
2757 manager shall recommend a temporary assignment to the higher classification and the
2758 employee shall be paid the appropriate rate for the higher classification if approved.

2759 (b) At the conclusion of the assignment the employee's pay shall revert to the
2760 authorized rate established for the regular position. Any such temporary increase granted
2761 shall not affect the employee's eligibility for normal merit advancements.

2762 (c) This provision is not intended for those cases where employees are assigned
2763 duties on a training basis.

2764 **ARTICLE XV.**
2765

2766 **RECORDS AND REPORTS**
2767

2768 **SECTION XV.1. Responsibility.**
2769

2770 The city manager or designated employee is responsible for establishing and maintaining
2771 personnel records for all employees.
2772
2773

2774 **SECTION XV.2. Records.**
2775

2776 (a) All personnel records and all other records and materials relating to the
2777 administration of the personnel management system shall be considered the property of
2778 the city. The decision of the city manager relating to the use, maintenance and disposition
2779 of such records and material, and as to whether or not any information contained therein
2780 may be disclosed, in accordance with prevailing laws.

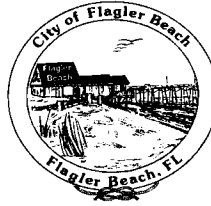
2781 (b) Employees should be aware of the importance of keeping their personnel records
2782

2783 current. This means notifying the city of any change of telephone number, change of
2784 beneficiary, number of dependents, marriage or any change not previously reported. This
2785 is the responsibility of the employee and failure to comply may result of loss of employee
2786 benefits.

2787
2788 (c) The city should be informed of any special training courses completed by an
2789 employee. Copies of diplomas or certificates should be forwarded to become a permanent
2790 addition to the employee's personnel file.

2791
2792 **SECTION XV.3. Records retention and disposition.**

2793
2794 The city will determine the time limit that any personnel records shall be kept on file and
2795 the final disposition of such records, in accordance with applicable state statutes.
2796



City of Flagler Beach **AGENDA ITEM # 14**

Item Summary and Recommendation

SUBJECT: Resolution 2015-14, approving a Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation, providing for conflict and an effective date.

BACKGROUND: This agreement is similar to previous years. The signals in this agreement include the traffic signals at John Anderson/ Roberts Road, Flagler Ave. at SR 100, SR 100 at A1A and the pedestrian crossing at S. 3rd Street at the pier. The intent is that this Agreement will be used for the period July 1, 2015 through June 30, 2035. The maintaining agency will receive one lump payment at the end of each fiscal year for satisfactory completion of service.

RECOMMENDATIONS: Approve

ATTACHMENTS: Resolution 2015-14, Traffic Signal Maintenance and Compensation Agreement 750-010-22

SUBMITTED BY: Robert Smith

DATE: May 5, 2015

STAFF COMMENTS:

Finance Director: Our income will increase approximately \$3,000 due to the addition of the crosswalk.

City Manager: Recommend approval.

RESOLUTION 2015-14

A RESOLUTION BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, APPROVING A TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT WITH THE FLORIDA DEPARTMENT OF TRANSPORTATION, PROVIDING FOR CONFLICT; AND AN EFFECTIVE DATE.

NOW THEREFORE BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FLAGLER BEACH, AS FOLLOWS:

SECTION 1. That the City of Flagler Beach hereby approves the Traffic Signal Maintenance and Compensation Agreement with the Florida Department of Transportation and authorizes the Mayor to execute the agreement.

SECTION 2. All resolutions or parts of resolutions in conflict herewith be and the same are hereby repealed.

SECTION 3. This Resolution shall become effective immediately upon passage as provided by law.

PASSED AND ADOPTED THIS _____ DAY OF _____, 2015.

CITY OF FLAGLER BEACH, FLORIDA
CITY COMMISSION

ATTEST:

Linda Provencher, Mayor

Penny Overstreet, City Clerk

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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CONTRACT NO. _____
FINANCIAL PROJECT NO. _____
F.E.I.D. NO. _____

THIS TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT ("Agreement"), is entered into this _____ day of _____, between the Florida Department of Transportation, an agency of the State of Florida, herein called the "Department", and _____, Florida, _____ ("Maintaining Agency").

WITNESSETH:

- A. The Department is authorized under Section 335.055, Florida Statutes, to enter into this Agreement.
- B. The Maintaining Agency is authorized under _____ to enter into this Agreement and has authorized its undersigned representative to enter into and execute this Agreement on behalf of the Maintaining Agency.

NOW, THEREFORE, in consideration of the mutual covenants contained in the Agreement, the sufficiency of which is acknowledged, the parties mutually agree and covenant as follows:

1. The Maintaining Agency shall be responsible for the maintenance and continuous operation of the traffic signals, interconnected and monitored traffic signals (IMTS) (defined as signals that are interconnected with telecommunications and are monitored at a central location), traffic signal systems (defined as central computer, cameras, message signs, communications devices, interconnect / network, vehicle, bicycle & pedestrian detection devices, traffic signal hardware and software, preemption devices, and uninterruptible power supplies ("UPS")), control devices (defined as intersection control beacons, traffic warning beacons, illuminated street name signs, pedestrian flashing beacons (i.e., school zone flashing beacons, pedestrian crossing beacons, and Rectangular Rapid Flashing Beacons)), and emergency/fire department signals and speed activated warning displays. The Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with operation of such traffic signals and signal systems and devices upon completion of installation of each signal or device. All traffic signals and control devices mentioned in this paragraph are referred to in this Agreement as "Traffic Signals and Devices".
2. The Department agrees to pay the Maintaining Agency an annual compensation amount based on the Department's fiscal year. The compensation amount consists of the cost of the maintenance and continuous operation of the Traffic Signals and Devices as identified in Exhibit A. Payments by the Department will be made in accordance with Exhibit B. In the case of construction contracts, the Maintaining Agency shall be responsible for the payment of electricity and electrical charges incurred in connection with the operation of the Traffic Signals and Devices, and shall undertake the maintenance and continuous operation of these Traffic Signals and Devices upon final acceptance of the installation by the Department. Prior to any final acceptance of the installation by the Department, the Maintaining Agency will have the opportunity to inspect and request modifications or corrections to the installation(s) and the Department agrees to undertake those modifications or corrections prior to final acceptance so long as the modifications or corrections comply with the Agreement, signal plans, and specifications previously approved by both the Department and Maintaining Agency. Repair or replacement and other responsibilities of the installation contractor and the Department, during construction, are contained in the Department's Standard Specifications for Road and Bridge Construction.
3. The Maintaining Agency shall maintain and operate the Traffic Signals and Devices in a manner that will ensure safe and efficient movement of highway traffic and that is consistent with maintenance practices prescribed by the International Municipal Signal Association (IMSA) and operational requirements of the Manual on Uniform Traffic Control Devices (MUTCD), as amended.
4. The Maintaining Agency's maintenance responsibilities include, but are not limited to, locates, preventive maintenance (periodic inspection, service and routine repairs), restoration of services, and emergency maintenance (trouble shooting in the event of equipment malfunction, failure, or damage). Restoration of services may include temporary poles, stop signs or other methods to maintain traffic. The Maintaining Agency shall record its maintenance activities in a traffic signal maintenance log.
5. The Department intends to conduct a structural inspection of the mast arm structures and strain poles every 60 months, which inspection shall comply with the checklist included in Exhibit C, attached to and incorporated in this Agreement. The inspection report will serve as a 90-day notification to the Maintaining Agency that deficiencies exist which require preventative maintenance and periodic maintenance. Preventative maintenance includes but is not limited to: spot painting, cleaning, all wiring issues, graffiti removal, all signal related issues (lighting, signs and connections), and response to traffic impact including repair and replacement of all components damaged by the traffic impact. For any new painted mast arms installed after the date of this agreement, preventative maintenance includes all items described above and also includes repainting, tightening of nuts, replacing missing or deficient bolts, replacement of missing cap covers or equivalent, replacement of missing or deficient access hole cover plates, and repairing improper grounding. Damaged mast arm structures and strain poles must be properly repaired or replaced by the Maintaining Agency. If the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will reimburse the Maintaining Agency for costs

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incurred due to traffic impacts to mast arms, which reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency. The Department will pursue reimbursements from individuals and/or the third parties who cause damages to mast arms and are liable for replacement/repair costs. Failure to perform preventative maintenance after notification of an inspection deficiency will result in the Maintaining Agency being responsible for the corrective actions. If spot painting or any other described preventative maintenance is not carried out, there shall be a 25% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance is performed. For each month subsequent to the expiration of the 90-day notice given to the Maintaining Agency that preventative maintenance deficiencies exist, 1/12th of the annual compensation amount for the affected signal locations will be forfeited up to 25% of the annual compensation amount. In the case of a total paint failure on a mast arm installed prior to the date of this Agreement, the Department will fund the cost of repainting. This does not include any mast arm that was installed with a separate mast arm painted finish agreement. The terms of that agreement will control.

6. Periodic maintenance includes but is not limited to: repair of cracks in the mast arm structure; removal and/or repair of grout pads; resetting of anchor bolts; and repair or replacement of deteriorated anchor bolts and nuts. For any new mast arm installations after the date of this Agreement, if a Maintaining Agency requests a painted mast arm, the Maintaining Agency agrees to perform all required periodic and preventative maintenance. Any periodic maintenance performed on the mast arm structure by the Maintaining Agency needs Department approval prior to commencement of work and shall be performed within 90 days unless under an emergency situation. Any and all work performed by the Maintaining Agency must conform to the current Department Standard Specifications for Road and Bridge Construction as applicable. Mast arms that the Department determines to be at the end of its useful life will be replaced by the Department so long as documented preventative maintenance and any applicable periodic maintenance was satisfactorily performed by the Maintaining Agency.

The Table below summarizes the roles of the Maintaining Agency and the Department with regard to preventative and periodic maintenance of mast arms:

Maintaining Agency	Florida DOT
Preventative maintenance of all mast arm structures	Periodic maintenance of all mast arm structures (except for any new painted and existing painted structures with signed separate Agreement)
Periodic maintenance of structures (for any new painted and existing painted structures with signed separate Agreement)	
Damage repair or replacement of structures	Compensate Maintaining Agency for damage repair or replacement of structures
	Replacement at end of life cycle of the structure

7. The Department will reimburse the Maintaining Agency for costs incurred due to traffic impacts to traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain pole repair or replacement, and all devices shown in Exhibit A, if the Maintaining Agency is not successful in recovering damage costs from responsible parties. The Maintaining Agency will be responsible for pursuing reimbursements from individuals and/or the third parties that cause damages. However, if the Maintaining Agency is not successful in recovering damage costs from responsible party(ies) within 180 days from the occurrence of damage, the Department will pursue reimbursements from individuals and/or the third parties who cause damages and are liable for replacement/repair costs to the traffic signal controller cabinet assemblies, traffic signal battery backup, UPS cabinet assemblies, pedestrian flashing beacons, strain poles, and all devices shown in Exhibit A. Applicable reimbursements will be processed after the Department receives a properly completed and supported invoice from the Maintaining Agency.
8. The Maintaining Agency may remove any component of the installed equipment for repair or testing; however, it shall only make permanent modifications or equipment replacements and only if the equipment provided is capable of performing at minimum the same functions as the equipment being replaced. The Department shall not make any modifications or equipment replacements without prior written notice to and consultation with the Maintaining Agency.
 - a. The Maintaining Agency shall implement and maintain the timing and phasing of the traffic signals in accordance with the Department's timing and phasing plans, specifications, special provisions, Department re-timing projects, and the Department's Traffic Engineering Manual. The Maintaining Agency shall obtain prior written approval from the Department for any modification in phasing of signals and flash times (where applicable). Signal Systems timings (cycle length, split, offsets, sequence) are considered operational changes and may be changed by the Maintaining Agency to accommodate changing needs of traffic. The Maintaining Agency may make changes in the signal timing provided these changes are made under the direction of a qualified Professional Engineer registered in the State of Florida. The Maintaining Agency shall make available a copy of the timings to the Department upon request. The Department reserves the right to examine equipment, timing and phasing at any time and, after consultation with the Maintaining Agency, may specify modifications. If the Department specifies modification in timing or phasing, implementation of such modifications will be coordinated with, or made by, the Maintaining Agency. All signal timing and phasing records shall be retained by the Maintaining Agency for at least three (3) years, and will be made available to the Department upon request.

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9. The Maintaining Agency shall note in the maintenance log any changes in timings and phasings, and keep a copy of the timings and phasings, and any approval documentation in a file. A copy of the log shall be provided to the Department upon request. Maintaining Agencies may provide this information electronically.
10. The Maintaining Agency and the Department shall update Exhibit A on an annual basis which Exhibit A is attached to and incorporated in this Agreement. Exhibit A will contain all Traffic Signals and Devices on the State Highway System which are within the jurisdiction of the Maintaining Agency, those that are maintained by the Maintaining Agency and those that are maintained but not included for compensation. No changes or modifications may be made to Exhibit A during the Department's fiscal year for compensation. New Traffic Signals and Devices added by the Department during its fiscal year must be maintained and operated by the Maintaining Agency upon the Department's final acceptance as stated in paragraph 2. The Maintaining Agency and the Department shall update Exhibit A preceding each Department's fiscal year, which will include all new Department Traffic Signals and Devices added during the Department's previous fiscal year and delete those removed. Exhibit A will need to be incorporated into this Agreement by an amendment to this Agreement each time Exhibit A is updated. The Maintaining Agency will begin receiving compensation for new Traffic Signals and Devices in the Department's fiscal year after the Traffic Signals and Devices are installed and final acceptance is given by the Department. In the event that no change has been made to the previous year's Exhibit A, a certification from the Maintaining Agency shall be provided to the Department certifying that no change has been made to Exhibit A in the Department's previous fiscal year. The annual compensation will be a lump sum payment (minus any retainage or forfeiture) as set forth in Exhibit B. Future payments will be based on the information provided in Exhibit A, in accordance with the provisions as set forth in Exhibit B, attached to and incorporated in this Agreement.
11. Payment will be made in accordance with Section 215.422, Florida Statutes.
12. There shall be no reimbursement for travel expenses under this Agreement.
13. 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.
14. The Maintaining Agency should be aware of the following time frames. Inspection and approval of goods or services shall take no longer than twenty (20) working days. The Department has twenty (20) days to deliver a request for payment (voucher) to the Department of Financial Services. 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.
15. If a payment is not available within forty (40) days, a separate interest penalty at a rate as established pursuant to Section 55.03(1), Florida Statutes, will be due and payable, in addition to the invoice amount, to the Maintaining Agency. Interest penalties of less than one (1) dollar will not be enforced unless the Maintaining Agency requests payment. Invoices returned to a Maintaining Agency because of Maintaining 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.
16. A Vendor Ombudsman has been established within the Department of Financial Services. The duties of this individual include acting as an advocate for contractors or 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 or by calling the Division of Consumer Services at 1-877-693-5236.
17. Records of costs incurred under the 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 Maintaining Agency's general accounting records and the project records, together with supporting documents and records, of the contractor and all subcontractors performing work on the project, and all other records of the Contractor and subcontractors considered necessary by the Department for a proper audit of costs.
18. In the event this contract is for services in excess of \$25,000.00 and a term for a period of more than one (1) year, the provisions of Section 339.135(6)(a), F.S., are hereby incorporated:

"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 such 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 1 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; and this paragraph shall be incorporated verbatim in all contracts of the Department which are for an amount in excess of \$25,000.00 and which have a term for a period of more than 1 year."

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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19. The Department's obligation to pay is contingent upon an annual appropriation by the Florida Legislature.
20. An entity or affiliate who has been placed on the discriminatory vendor list 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, contractor, supplier, subcontractor, or consultant under a contract with any public entity, and may not transact business with any public entity.
21. 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 Section 287.017, Florida Statutes, for CATEGORY TWO for a period of thirty-six (36) months from the date of being placed on the convicted vendor list.
22. The Department shall consider the employment by any contractor of unauthorized aliens a violation of Section 274A(e) of the Immigration and Nationality Act. If the contractor knowingly employs unauthorized aliens, such violation will be cause for unilateral cancellation of this Agreement.
23. The Maintaining Agency may be subject to inspections of Traffic Signals and Devices by the Department. Such findings will be shared with the Maintaining Agency and will be the basis of all decisions regarding payment reduction, reworking, Agreement termination, or renewal. If at any time the Maintaining Agency has not performed the maintenance responsibility on the locations specified in the Exhibit A, the Department has the option of (a) notifying the Maintaining Agency of the deficiency with a requirement that it be corrected within a specified time, otherwise the Department shall deduct payment for any deficient Traffic Signal(s) and Device(s) maintenance not corrected at the end of such time, or (b) take whatever action is deemed appropriate by the Department. Any suspension or termination of funds does not relieve any obligation of the Maintaining Agency under the terms and conditions of this Agreement.
24. The Department shall monitor the performance of the Maintaining Agency in the fulfillment of the agreement. The Maintaining Agency shall submit an annual Report prior to June 30 of each year detailing the following:
 - a. Critical Detection device malfunctions: Critical detection is defined as the detection on side-streets and in left turn lanes on the main streets, and all pedestrian/bicycle detection. Repairs to the side-street and main street left turn detections shall be made within sixty (60) days of discovery and repairs to the pedestrian detection shall be made within 72 hours after notification. All these events shall be logged into the annual report. If repairs cannot be performed within 60 days, the agency shall document the reasons why. Discovery of such events shall be logged into the annual report. The Maintaining Agency shall ensure that 90% of all critical detectors systemwide are operating properly at all time. Any time the level drops below 90%, the Agency would have ninety (90) days to correct the situation. A 5% retainage of the total annual compensation amount (as shown in Exhibit A) will be withheld whenever the 90% critical detection requirement is not met within the 90-day period.
 - b. Traffic signal preventative maintenance inspections: All traffic signals shall receive at least one (1) minor preventative maintenance inspection, preferably two inspections, within a twelve (12) month period. Preventative maintenance inspection shall include verification that all detection is working, the signal is cycling properly, the ventilation system is functioning and filters are clean. Basic traffic cabinet maintenance shall also verify power feed voltages, verify that the vehicle and pedestrian indications are functioning properly, test the effective functioning of pedestrian push buttons, and check hinges and door locks. At least one (1) conflict monitor test shall be performed during a twelve (12) month period. Each test is to be documented and included in the annual report to the Department. The inspection report should note the location, date of inspection and any items noted. If the traffic signals do not receive at least one (1) minor preventative maintenance inspection during a twelve (12) month period, there shall be a 20% retainage of the annual compensation amount for the affected signal locations until the preventative maintenance inspection is made. If not performed within the state's fiscal year, the 20% retainage of the annual compensation amount for the affected signal locations will be forfeited.
 - c. For any traffic signals that are interconnected with telecommunications and their real-time operation is electronically monitored via software by personnel at a central location and are therefore receiving the higher compensation amount as described in Exhibit B, the name(s), titles of those monitoring those intersections, and the location of the central monitoring facility(s) are to be documented and contained in the annual report submitted to the Department.
 - d. In addition to the above requirements, if at least 50% of the traffic signals are not inspected and if at least half of the critical detection requirements as stated in 24a are not met, the Department will retain an additional 25% of the remaining compensation amount.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
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25. The Maintaining Agency may enter into agreements with other parties pertaining to Traffic Signals and Devices including, but not limited to, agreements relating to costs and expenses incurred in connection with the operation of traffic signals and devices on the State Highway System, provided that such Agreements are consistent with the mutual covenants contained in this Agreement. The Maintaining Agency shall furnish a copy of such agreements to the Department.
26. This Agreement may not be assigned or transferred by the Maintaining Agency in whole or in part without consent of the Department.
27. The Maintaining Agency shall allow public access to all documents, papers, letters, or other material subject to provisions of Chapter 119, Florida Statutes, and made or received by the Maintaining Agency in conjunction with this Agreement. Failure by the Maintaining Agency to grant such public access will be grounds for immediate unilateral cancellation of this Agreement by the Department.
28. This Agreement is governed by and construed in accordance with the laws of the State of Florida. The invalidity or unenforceability of any portion of this Agreement does not affect the remaining provisions and portions hereof. Any failure to enforce or election on the part of the Department to not enforce any provision of this Agreement does not constitute a waiver of any rights of the Department to enforce its remedies hereunder or at law or in equity.
29. This term of this Agreement is twenty (20) years; provided that either party may cancel this Agreement prior to the expiration of the term of this Agreement. A minimum notice period of two (2) years plus the remaining months of the Department's fiscal year shall be provided to the other party in writing. Should the Maintaining Agency provide its written notice of cancellation to the Department, the notice shall be endorsed by the elected body (County Commission, City Council, or local agency governing body) under which the Agency operates.
30. Upon execution, this Agreement cancels and supersedes any and all prior Traffic Signal Maintenance Agreement(s) between the parties, except specific separate Agreements covering painted mast arm maintenance or any other aspect related to the painting of mast arms.
31. The Department reserves the right to remove select critical corridors or critical intersections from the Maintaining Agency's obligation under this Agreement. The remaining intersections and corridors would continue to be covered under this Agreement. The Department will provide a minimum of one year notice prior to take-over of maintenance of critical corridors or critical intersections.
32. The Department agrees that the Maintaining Agency must comply with State law regarding appropriations and budgets. This Agreement shall not be interpreted to conflict with State law applicable to the Maintaining Agency.
33. The Maintaining Agency shall:
 - a. utilize the U.S. Department of Homeland Security's E-Verify system to verify the employment eligibility of all new employees hired by the Maintaining Agency during the term of the contract; and
 - b. expressly require any contractors and subcontractors performing work or providing services pursuant to the state contract 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 contract term.
34. Exhibits A, B, and C are attached and incorporated by reference.
35. This Agreement contains all the terms and conditions agreed upon by the parties.

IN WITNESS WHEREOF, the parties have caused these presents to be executed, the day and year first above written.

_____, Florida
(Maintaining Agency)

By

(Authorized Signature)

Print/Type Name: _____

Title: _____

Attest: _____

Attorney: _____ Date: _____

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION

By

(Authorized Signature)

Print/Type Name: Alan E. Hyman, P.E.

Title: Director of Transportation Operations

Legal Review: _____

State of Florida Department of Transportation
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

EXHIBIT A

Compensation for Maintaining Traffic Signals and all other Devices for FY 15/16						
Effective Date: July 1, 2015 To: June 30, 2016						
Maintaining Agency: City of Flagler Beach						
Section	MP	SR No.	Intersection	Agency	Conf.	fy 15/16
73020	7.018	100	John Anderson/Roberts Rd	Flagler Beach	TS	\$3,040.00
73020	7.985	100	Flagler Ave.	Flagler Beach	TS	\$3,040.00
73020	8.191	100	SR A1A	Flagler Beach	TS	\$3,040.00
73030	4.111	A1A	3rd Street	Flagler Beach	PFB	\$608.00

* Amount paid shall be the Total Lump Sum minus any retainage or forfeiture.

Total Lump Sum*:	\$9,728.00
-------------------------	-------------------

I certify that the above traffic signals will be maintained and operated in accordance with the requirements of the Traffic Signal Maintenance and Compensation Agreement. For satisfactory completion of all services detailed in this Agreement for this time period, the Department will pay the Maintaining Agency a Total Lump Sum (minus any retainage or forfeiture) of:

\$9,728.00

 Maintaining Agency

 Date

 District Traffic Operations Engineer

 Date

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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**EXHIBIT B
 TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT**

1.0 PURPOSE

This exhibit defines the method and limits of compensation to be made to the Maintaining Agency for the services described in this Agreement and in Exhibit A and method by which payments will be made.

2.0 COMPENSATION

For the satisfactory completion of all services detailed in this Agreement and Exhibit A of this Agreement, the Department will pay the Maintaining Agency the Total Lump Sum (minus any retainage or forfeiture) in Exhibit A. The Maintaining Agency will receive one lump sum payment (minus any retainage or forfeiture) at the end of each fiscal year for satisfactory completion of service.

Beginning in the fiscal year 2016-17, for traffic signals which are not interconnected with telecommunications and are not monitored at a central location, the compensation amount shall be \$3,131. The compensation amount for traffic signals that are interconnected with telecommunications and are monitored at a central location shall be \$4,500 per signal location. These differential compensation amounts shall be in effect beginning July 1, 2016. The Table below shows the compensation amount for the various devices for fiscal years 2015-16 and 2016-17, and beyond.

Total Lump Sum (minus any retainage or forfeiture) Amount for each fiscal year is calculated by adding all of the individual intersection amounts.

Pedestrian Flashing Beacon: includes school zone beacons, pedestrian crossing beacons, and rectangular rapid flashing beacons (RRFB). School zones, crosswalks and warning sign locations shall be paid at a unit rate regardless of the number of individual beacons or poles.

Unit Compensation Rates per Intersection on the State Highway System

FY	Traffic Signal s (TS)	Traffic Signal - Interconnect ed & monitored (IMTS)	Intersecti on Control Beacon (ICB)	Pedestria n Flashing Beacon (PFB)	Emergen cy Fire Dept. Signal (FDS)	Speed Activate d Warning Display (SAWD) or Blank Out Sign (BOS)	Traffic Warni ng Beaco n (TWB)	Travel Time Detect or	Uninterrupti ble Power Supplies (UPS)
2014-15*	\$ 2,951		\$738	\$295	\$738	\$148	\$148		
2015-16	3,040		760	608	1,064	304	304		
2016-17	3,131	4,500	783	626	1,096	313	313	100	100
2017-18	Based on the Consumer Price Index (CPI), the 2016-17 compensation amounts will be revised upwards.								
2018-19	Based on the CPI, the 2017-18 compensation amounts will be revised upwards.								
2019-20	Based on the CPI, the 2018-19 compensation amounts will be revised upwards.								

*Compensation pro-rata based on intersection approaches or legs on State Highway System.

Based on the Consumer Price Index (CPI), the Unit Rate for the following fiscal year will be adjusted accordingly, unless otherwise specified in an amendment to this Agreement. However, if CPI is negative, there shall be no reduction from the previous year's compensation.

3.0 PAYMENT PROCESSING

The Maintaining Agency shall invoice the Department in a format acceptable to the Department, on an annual basis for the reimbursement costs incurred by the Maintaining Agency for the previous year prior to June 30th of each year. For example, the Maintaining Agency shall submit its invoice for the previous year beginning July 1, 2015 through June 30, 2016 no later than June 30, 2016.

STATE OF FLORIDA DEPARTMENT OF TRANSPORTATION
TRAFFIC SIGNAL MAINTENANCE AND COMPENSATION AGREEMENT

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EXHIBIT C

TRAFFIC SIGNAL MAST ARM CHECKLIST

Traffic Signal Mast Arm Checklist

- Foundation, including condition of grout pad if present
- Anchor bolts and nuts
- Base plate
- Base plate connection to vertical member
- Hand hole and hand hole covers and inside of vertical member by removing hand hole covers
- Connections between vertical and horizontal members
- Any member splices
- Attachments
- Member caps

#15

City of Flagler Beach

Agenda Application

INDIVIDUAL'S NAME: Steve Settle

BUSINESS NAME: _____
(If Applicable)

STREET ADDRESS: 279 Ocean Palm Drive
(If within City of Flagler Beach) Flagler Beach, FL 32136

MAILING ADDRESS: _____
(Please provide City & Zip Code)

PHONE NUMBER: (386) 439-6896

SUBJECT MATTER TO BE DISCUSSED WITH THE COMMISSION:
(This is the wording you would like on the agenda)

The conduct of a "straw-poll" on
paid parking during next election.

BACKGROUND INFORMATION REGARDING THE SUBJECT:

As a Commissioner, I am receiving
conflicting signals on this issue. While the
weight of public opinion seems in doubt, the
taxpaying citizens of Flagler Beach should be
(OVER) the ones making this decision.

City of Flagler Beach

Agenda Application Continued

REQUESTED ACTION SOUGHT FROM THE COMMISSION:

Authorize conduct of "straw-poll"
for next Flagler Beach election.

ATTACHMENTS: _____

Please note the City Commission's Rules of Procedures require all supporting documents to be provided at the time the agenda application is submitted. Please refrain from handing out material at the Commission Meetings.

The maximum time allowed for each request is 10 minutes.



SIGNATURE OF APPLICANT

May 4, 2015

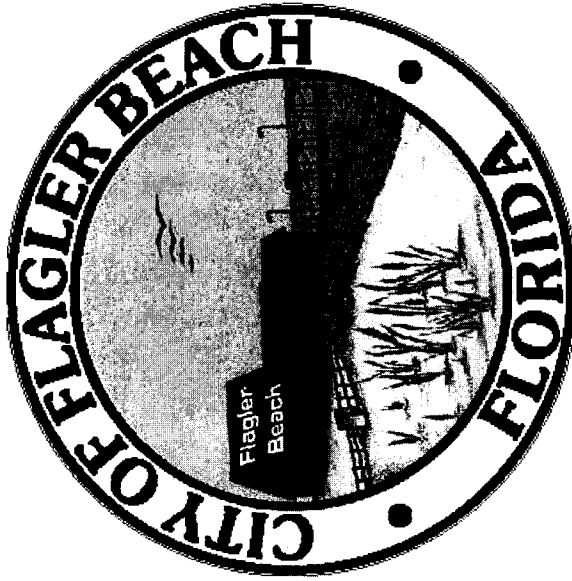
DATE

City of Flagler Beach

Budget Report

as of

March 31, 2015



#16

March 2015

General Fund

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
REVENUES						
Total Dept 3100- AD VALOREM, SALES AND USE TAXES	3,459,222	3,459,222	2,503,544	72.37%	50.00%	22.37%
Total Dept 3200- LICENSE & PERMITS	212,831	212,831	91,413	42.95%	50.00%	-7.05%
Total Dept 3300- INTERGOVERNMENTAL	572,001	595,055	132,133	22.21%	50.00%	-27.79%
Total Dept 3400- CHARGES FOR SERVICE	57,013	57,013	12,699	22.27%	50.00%	-27.73%
Total Dept 3500- FINES & FORFEITURES	52,600	52,600	14,285	27.16%	50.00%	-22.84%
Total Dept 3600- MISCELLANEOUS REVENUE	68,383	73,868	36,480	49.39%	50.00%	-0.61%
TOTAL Revenues	4,422,050	4,450,589	2,790,554	62.70%	50.00%	12.70%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
EXPENDITURES						
Total Dept 5111- COMMISSION	64,252	66,616	28,536	42.84%	50.00%	-7.16%
Total Dept 5122- EXECUTIVE	102,089	102,412	44,923	43.86%	50.00%	-6.14%
Total Dept 5123- CITY CLERK	121,243	121,243	53,891	44.45%	50.00%	-5.55%
Total Dept 5131- FINANCE	137,515	137,515	61,141	44.46%	50.00%	-5.54%
Total Dept 5141- LEGAL	179,750	179,750	62,574	34.81%	50.00%	-15.19%
Total Dept 5191- MAINTENANCE	220,110	220,110	96,641	43.91%	50.00%	-6.09%
Total Dept 5192- GENERAL GOVERNMENT	786,461	850,811	454,108	53.37%	50.00%	3.37%
Total Dept 5214- POLICE DEPARTMENT	1,194,049	1,194,510	548,982	45.96%	50.00%	-4.04%
Total Dept 5215- VICTIM'S ADVOCATE	75,985	69,039	31,370	45.44%	50.00%	-4.56%
Total Dept 5221- FIRE DEPARTMENT	521,111	533,291	232,449	43.59%	50.00%	-6.41%
Total Dept 5241- BUILDING & ZONING	121,030	121,030	48,023	39.68%	50.00%	-10.32%
Total Dept 5392- GENERAL FUND CAPITAL	906,667	906,667	655,655	72.31%	50.00%	22.31%
Total Dept 5411- ROADS & STREETS	236,029	362,511	100,590	27.75%	50.00%	-22.25%
Total Dept 5711- LIBRARY	92,352	93,084	39,834	42.79%	50.00%	-7.21%
Total Dept 5712- MUSEUM	6,860	6,860	1,803	26.28%	50.00%	-23.72%
Total Dept 5722- BEACH DEPARTMENT	162,409	162,409	14,619	9.00%	50.00%	-41.00%
Total Dept 5723- DUNE CROSSOVERS	7,360	7,360	879	11.94%	50.00%	-38.06%
Total Dept 5800- RECREATION	67,647	67,647	14,709	21.74%	50.00%	-28.26%
TOTAL Expenditures	5,002,919	5,202,865	2,490,726	47.87%	50.00%	-2.13%

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
GENERAL FUND SUMMARY			
TOTAL REVENUES	4,422,050	4,450,589	2,790,554
TRANSFERS OUT (INFRASTRUCTURE SURTAX)	633,273	633,273	
USE (RETURN) OF FUND BALANCE RESERVES	(52,404)	(52,404)	
ENCUMBERED FROM PRIOR YEAR	171,407	171,407	
TOTAL EXPENDITURES	5,002,919	5,202,865	2,490,726
NET OF REVENUES & EXPENDITURES	-	0	299,828

March 2015

CRA Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3100- TAX INCREMENT FUNDING	115,782	115,782	115,552	99.80%	50.00%	49.80%
Total Dept 3200- LICENSE AND PERMITS	-	-	-	#DIV/0!	50.00%	#DIV/0!
Total Dept 3600- MISCELLANEOUS REVENUE	-	-	-	#DIV/0!	50.00%	#DIV/0!
TOTAL Revenues	115,782	115,782	115,552	99.80%	50.00%	49.80%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5391- FUND EXPENSE	94,516	94,516	68,113	72.07%	50.00%	22.07%
Total Dept 5392- FUND CAPITAL	-	-	-	#DIV/0!	50.00%	#DIV/0!
TOTAL Expenditures	94,516	94,516	68,113	72.07%	50.00%	22.07%

CRA FUND SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	115,782	115,782	115,552
USE (RETURN) OF FUND BALANCE RESERVES	(21,266)	(21,266)	0
ENCUMBERED FROM PRIOR YEAR	0	0	0
TOTAL EXPENDITURES	94,516	94,516	68,113
NET OF REVENUES & EXPENDITURES	-	-	47,439

Building Code Inspection Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3200- LICENSE & PERMITS	117,750	117,750	75,274	63.93%	50.00%	13.93%
TOTAL Revenues	117,750	117,750	75,274	63.93%	50.00%	13.93%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5242- BUILDING CODE INSPECTION	131,145	131,145	58,472	44.59%	50.00%	-5.41%
TOTAL Expenditures	131,145	131,145	58,472	44.59%	50.00%	-5.41%

BUILDING CODE INSPECTION FUND SUMMARY

	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	117,750	117,750	75,274
USE (RETURN) OF FUND BALANCE RESERVES	17,145	17,145	0
TRANSFERS OUT (EDUCATION FEES)	(3,750)	(3,750)	(4,244)
TOTAL EXPENDITURES	131,145	131,145	58,472
NET OF REVENUES & EXPENDITURES	-	-	12,558

March 2015

Pier Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
			DATE	DATE			
Total Dept 3400- CHARGES FOR SERVICE	272,561	272,561	109,506		40.18%	50.00%	-9.82%
Total Dept 3600- MISCELLANEOUS REVENUE	80,300	80,300	43,716		54.44%	50.00%	4.44%
TOTAL Revenues	352,861	352,861	153,222		43.42%	50.00%	-6.58%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
			DATE	DATE			
Total Dept 5725- PIER BAIT SHOP	346,308	346,308	138,224		39.91%	50.00%	-10.09%
TOTAL Expenditures	346,308	346,308	138,224		39.91%	50.00%	-10.09%

PIER FUND SUMMARY			ACTUAL YEAR TO	
	ORIGINAL BUDGET	AMENDED BUDGET	DATE	DATE
TOTAL REVENUES	352,861	352,861	153,222	
USE (RETURN) OF FUND BALANCE RESERVES	(6,553)	(6,553)		
TOTAL EXPENDITURES	346,308	346,308	138,224	
NET OF REVENUES & EXPENDITURES	-	-	14,998	

March 2015

Utility Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3400	2,723,523	2,723,523	1,265,315	46.46%	50.00%	-3,54%
Total Dept 3500	33,093	33,093	16,933	51.17%	50.00%	1.17%
Total Dept 3600	88,975	88,975	228,162	256.43%	50.00%	206.43%
TOTAL Revenues	2,845,591	2,845,591	1,510,410	53.08%	50.00%	3.08%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5331- WATER TREATMENT PLANT	638,639	638,639	219,833	34.42%	50.00%	-15.58%
Total Dept 5332- &D - WATER TRANSMISSION & DISTRIBUTION	241,384	241,384	91,477	37.90%	50.00%	-12.10%
Total Dept 5351- WASTE WATER TREATMENT PLANT	548,330	548,330	224,908	41.02%	50.00%	-8.98%
Total Dept 5352- SEWER COLLECTION	69,999	69,999	26,751	38.22%	50.00%	-11.78%
Total Dept 5391- FUND EXPENSE	889,630	902,563	468,170	51.87%	50.00%	1.87%
Total Dept 5392- FUND CAPITAL	1,033,000	1,702,178	167,866	9.86%	50.00%	-40.14%
TOTAL Expenditures	3,420,982	4,103,093	1,199,005	29.22%	50.00%	-20.78%

UTILITY FUND SUMMARY			ACTUAL YEAR TO DATE
	ORIGINAL BUDGET	AMENDED BUDGET	DATE
TOTAL REVENUES	2,845,591	2,845,591	1,510,410
USE (RETURN) OF FUND BALANCE RESERVES	635,167	635,167	
TRANSFERS OUT (RESTRICTED IMPACT FEES)	(59,776)	(59,776)	(132,551)
ENCUMBERED FROM PRIOR YEAR	0	682,111	
TOTAL EXPENDITURES	3,420,982	4,103,093	1,199,005
NET OF REVENUES & EXPENDITURES	-	-	178,854

NOTE: High balance in Miscellaneous Revenue due to collection of Sewer & Water Impact Fees These are transferred out as restricted.

March 2015

Sanitation Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3400	920,024	920,024	448,756	48.78%	50.00%	-1.22%
Total Dept 3500	10,000	10,000	5,470	54.70%	50.00%	4.70%
Total Dept 3600	9,800	9,800	5,144	52.49%	50.00%	2.49%
TOTAL Revenues	939,824	939,824	459,370	48.88%	50.00%	-1.12%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5341	804,649	804,649	301,526	37.47%	50.00%	-12.53%
Total Dept 5391	59,732	59,732	37,908	63.46%	50.00%	13.46%
Total Dept 5392	185,000	185,000	0	0.00%	50.00%	-50.00%
TOTAL Expenditures	1,049,381	1,049,381	339,434	32.35%	50.00%	-17.65%

SANITATION FUND SUMMARY

ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	939,824	459,370
USE (RETURN) OF FUND BALANCE RESERVES	109,557	
TOTAL EXPENDITURES	1,049,381	339,434
NET OF REVENUES & EXPENDITURES	-	119,936

Stormwater Fund

REVENUES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 3300	0	292,773	0	0.00%	50.00%	-50.00%
Total Dept 3400	207,360	239,860	113,429	47.29%	50.00%	-2.71%
Total Dept 3500	2,500	2,500	1,369	54.76%	50.00%	4.76%
Total Dept 3600	902	902	186	20.62%	50.00%	-29.38%
TOTAL Revenues	210,762	536,035	114,984	21.45%	50.00%	-28.55%

EXPENDITURES	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE	PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
Total Dept 5391 -	219,740	219,740	62,591	28.48%	50.00%	-21.52%
Total Dept 5392 -	30,000	442,521	270,847	61.21%	50.00%	11.21%
TOTAL Expenditures	249,740	662,261	333,438	50.35%	50.00%	0.35%

STORMWATER FUND SUMMARY

ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO DATE
TOTAL REVENUES	210,762	114,984
USE (RETURN) OF FUND BALANCE RESERVES	38,978	
ENCUMBERED FROM PRIOR YEAR	87,248	
TOTAL EXPENDITURES	249,740	333,438
NET OF REVENUES & EXPENDITURES	-	(218,454)

NOTE: Waiting on grant reimbursement; remaining grant dollars = \$192,334

March 2015

All Funds Budget Report

REVENUES

FUND	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
			DATE	DATE			
001	4,422,050	4,621,996	2,790,554		60.38%	50.00%	10.38%
101	94,516	94,516	115,552		122.26%	50.00%	72.26%
102	117,750	117,750	75,274		63.93%	50.00%	13.93%
103	352,861	352,861	153,222		43.42%	50.00%	-6.58%
304	38,827	38,827	25,576		65.87%	50.00%	15.87%
401	3,480,758	4,162,869	1,510,409		36.28%	50.00%	-13.72%
403	1,049,381	1,049,381	459,370		43.78%	50.00%	-6.22%
405	210,762	536,035	114,984		21.45%	50.00%	-28.55%
TOTAL REVENUES	9,766,905	10,974,235	5,244,941		47.79%	50.00%	-2.21%

EXPENDITURES

FUND	ORIGINAL BUDGET	AMENDED BUDGET	ACTUAL YEAR TO		PERCENT REALIZED	PERCENT OF YEAR	VARIANCE
			DATE	DATE			
001	4,422,050	4,621,996	2,490,726		53.89%	50.00%	3.89%
101	94,516	94,516	68,113.00		72.07%	50.00%	22.07%
102	134,895	134,895	62,716		46.49%	50.00%	-3.51%
103	346,308	346,308	138,224		39.91%	50.00%	-10.09%
304	38,827	38,827	25,576		65.87%	50.00%	15.87%
401	3,480,760	4,162,872	1,331,556		31.99%	50.00%	-18.01%
403	1,049,381	1,049,381	339,434		32.35%	50.00%	-17.65%
405	210,762	623,283	333,438		53.50%	50.00%	3.50%
TOTAL EXPENDITURES	9,777,499	11,072,078	4,789,783		43.26%	50.00%	-6.74%

REVENUES LESS EXPENDITURES

FUND	ACTUAL YEAR TO	DATE
001	299,828	
101	47,439	
102	12,558	
103	14,998	
401	178,853	
403	119,936	
405	(218,454)	
TOTAL REVENUES LESS EXPENDITURES	455,158	

Encumbered, Restricted and Available Cash Balances
Tuesday, March 31, 2015

	General	Utility	Sanitation	Stormwater	CRA
Operating Accounts	2,227,870	779,269	407,793	42,755	163,469
Inter Fund Transfers Pending	139,707	-	-	-	(139,707)
Budgeted Salaries & Operations Averaged Monthly	(425,222)	(180,575)	(87,425)	(8,632)	(4,400)
SBA Accounts	1,517,297	1,064,380	500,798	94,436	-
FL Municipal	2,742,425	4,004,944	498,623	-	-
Total Cash & Investments	6,202,077	5,668,018	1,319,789	128,559	19,362
Encumbrances:					
CRA Loan Payments	-	-	-	-	15,853
Reserved For Paving	170,800	-	-	-	-
City Portion Public Works Bldg	28,000	-	-	-	-
Police Vehicles & Leases	65,000	-	-	-	-
Oceanwalk Promenade Parking Spaces (Engineering O	5,351	-	-	-	-
Tuition Firefighters	7,481	-	-	-	-
City Hall Improvements	-	-	-	-	-
Landscaping Grant (City Costs Only)	10,000	-	-	-	-
Wickline Building Improvements	10,000	-	-	-	-
Dune Post & Rope	15,000	-	-	-	-
Cooling System Police Dept	10,000	-	-	-	-
Building Dept Truck (Ordered)	-	-	-	-	-
Public Works Building	-	172,985	-	-	-
Lift Station Pumps & Panels	-	58,000	-	-	-
Lift Station Rebuild	-	130,000	-	-	-
WTP Projects encumbered from 2009/10	-	-	-	-	-
Slip Lining (Contracted)	-	270,000	-	-	-
S 12th Street Lift Station (Sewer Impact Fees)	-	-	-	-	-
Telemetry at WTP	-	15,000	-	-	-
Fencing for Water Tanks	-	5,400	-	-	-
Replace Fire Hydrants - Citywide	-	40,000	-	-	-
New Wells	-	150,000	-	-	-
Grit Removal - WWTP (Improvement)	-	60,000	-	-	-
Bar Screen/Grit Removers (Equipment)	-	120,000	-	-	-
WWTP North Clarifier	-	125,000	-	-	-
Nano Filters WTP	-	84,000	-	-	-
3/4 Ton Pickup Truck WTP	-	40,000	-	-	-
Meter Reader Truck	-	25,000	-	-	-
Altitude Valve WTP	-	7,000	-	-	-
WTP High Service Pump	-	15,000	-	-	-
VFD Aerators/Disolved Oxygen Pumps	-	30,000	-	-	-
Trench Box	-	12,000	-	-	-
Awnings for Well Cabinets - WTP	-	10,000	-	-	-
Potable Well #12	-	138,377	-	-	-
SRF Loan for the Water Treatment Plant	-	232,875	-	-	-
Customer Utility Deposits	-	197,519	-	-	-
Sanitation Truck	-	-	185,000	-	-
South Flagler Parking Lot (from reserved paving funds	20,000	-	-	5,830	-
Lambert Avenue Swale Maintenance	-	-	-	30,000	-
Stormwater Loan Payment	-	-	-	105,195	-
Remaining Stormwater Project (City Costs Only)	-	-	-	-	-
Total Encumbered Funds	341,632	1,938,156	185,000	141,025	15,853
Restricted For Projects funded by:					
Infrastructure (ISX)	453,197	-	-	-	-
Sewer Impact	-	1,415,071	-	-	-
Water Impact	-	1,527,751	-	-	-
Police Training	3,457	-	-	-	-
Confiscated Property	-	-	-	-	-
Law Enforcement Automation	22,060	-	-	-	-
A1A Land Purchases	18,490	-	-	-	-
Restricted Education Fund - Bldg Code Inspection	24,511	-	-	-	-
Reserve for Contingencies	15,689	-	-	-	-
Reserve for Radios (Transferred from ISX)	116,667	-	-	-	-
Reserve for Fire Truck (Transferred from ISX)	31,759	-	-	-	-
Reserve for Utility Infrastructure	-	31,759	-	-	-
Reserve for Pumps	-	25,000	-	-	-
Total Restricted Funds	685,830	2,999,581	-	-	-
Total Encumbered and Restricted Funds	1,027,462	4,937,737	185,000	141,025	15,853
Unencumbered, Unrestricted Funds (Cash Balance)	5,174,614	730,281	1,134,789	(12,466)	3,509
Total All Funds	6,202,077	5,668,018	1,319,789	128,559	19,362
Total Available Funds (after Encumbrances)	5,860,445	3,729,862	1,134,789	(12,466)	3,509

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
3731 POSTED BY KDoyle	03/03/2015	BA	RETURN OF FUNDS	KDoyle		
Notes: REFUND FROM THE COUNTY FOR ELECTIONS TO BE USED FOR IMPROVEMENTS TO COMMISSION ROOM						
001.3600.369100 001.5111.304600	MISCELLANEOUS REVENUE REPAIRS & MAINTENANCE				2,363.60	2,363.60
					<u>2,363.60</u>	<u>2,363.60</u>
3735 POSTED BY KDoyle	03/04/2015	BA	REIMBURSE VOLUNTEER FF	KDoyle		
001.5192.305200 001.3600.384000	OPERATING SUPPLIES Other Funding Sources				140.00	140.00
					<u>140.00</u>	<u>140.00</u>
3749 POSTED BY KDoyle	03/05/2015	BA	RESTRICT MONEY FOR IMPROVEMENTS	KDoyle		
401.5392.606300 401.5392.606300.037 401.5392.606400 401.5392.606400.038 401.5392.606400.039	IMPROVEMENTS NORTH CLARIFIER CAPITALIZED EQUIPMENT VFD ON AERATORS BAR SCREEN/GRIT REMOVER				125,000.00 150,000.00	125,000.00 30,000.00 120,000.00
					<u>275,000.00</u>	<u>275,000.00</u>
3751 POSTED BY KDoyle	03/06/2015	BA	MOVE FUNDS TO PROJECT	KDoyle		
Notes: USING THE 034 PROJECT CODE TO TRACK COSTS THAT SHOULD BE BILLED BACK TO THE HOME OWNER						
401.5391.303100.034 401.5391.303100	PROFESSIONAL SERVICES - BILL HOME OWNER PROFESSIONAL SERVICES				1,800.00	1,800.00
					<u>1,800.00</u>	<u>1,800.00</u>
3753 POSTED BY KDoyle	03/06/2015	BA	USE OF LIBRARY DONATION FUND	KDoyle		
001.5711.606600 001.3600.384000	LIB. BOOKS & PUBLICATIONS Other Funding Sources				53.40	53.40
					<u>53.40</u>	<u>53.40</u>
3754 POSTED BY KDoyle	03/06/2015	BA	USE OF CONTINGENCY FUND	KDoyle		
Notes: PURCHASE DIRECTORY BOARDS FOR CITY HALL						
001.5192.305200 001.5192.909302	OPERATING SUPPLIES RESER. FOR CONTINGENCIES				665.00	665.00
					<u>665.00</u>	<u>665.00</u>
3755 POSTED BY KDoyle	03/06/2015	BA	CREATE LINE ITEM FOR ATV MAINTENANCE	KDoyle		
001.5800.305200 001.5800.464100	OPERATING SUPPLIES VEHICLE REPAIRS & MAINTENANCE				750.00	750.00
					<u>750.00</u>	<u>750.00</u>
3775 POSTED BY KDoyle	03/10/2015	BA	USE OF CONTINGENCY FUND	KDoyle		
Notes: PURCHASE TABLE & CHAIRS FOR HR OFFICE						
001.5122.305100 001.5192.909302	OFFICE SUPPLIES RESER. FOR CONTINGENCIES				196.00	196.00
					<u>196.00</u>	<u>196.00</u>
3777 POSTED BY KDoyle	03/10/2015	BA	TO REVERSE MANUAL JOURNAL ENTRY: 3775	KDoyle		
001.5122.305100 001.5192.909302	OFFICE SUPPLIES RESER. FOR CONTINGENCIES				196.00	196.00
					<u>196.00</u>	<u>196.00</u>

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
3778 POSTED BY KDoyle	03/10/2015	BA	USE OF CONTIGENCY FUND	KDoyle		
Notes: PURCHASE TABLE & CHAIRS FOR HR OFFICE						
001.5122.305100 001.5192.909302	OFFICE SUPPLIES RESER. FOR CONTINGENCIES				323.00	323.00
					<u>323.00</u>	<u>323.00</u>
3810 POSTED BY KDoyle	03/12/2015	BA	MOVE FUNDS FOR PAINTING PROJECT AT FBFD	KDoyle		
001.5221.304600 001.5221.305200 001.5221.305100	REPAIRS & MAINTENANCE OPERATING SUPPLIES OFFICE SUPPLIES				1,500.00 1,000.00	2,500.00
					<u>2,500.00</u>	<u>2,500.00</u>
3812 POSTED BY KDoyle	03/13/2015	BA	FOR REPAIRS TO LIFEGUARD CHAIRS	KDoyle		
001.5722.304600 001.5722.464105	REPAIRS & MAINTENANCE GASOLINE & DIESEL FUEL				125.00	125.00
					<u>125.00</u>	<u>125.00</u>
3821 POSTED BY KDoyle	03/17/2015	BA	USE OF LIBRARY DONATION	KDoyle		
001.5711.305200 001.3600.384000	OPERATING SUPPLIES Other Funding Sources				30.00	30.00
					<u>30.00</u>	<u>30.00</u>
3823 POSTED BY KDoyle	03/17/2015	BA	INCREASE FOR PUBLIC WORKS BUILDING	KDoyle		
001.5192.909302 001.5192.909302.026	RESER. FOR CONTINGENCIES PUBLIC WORKS BUILDING				500.00	500.00
					<u>500.00</u>	<u>500.00</u>
3832 POSTED BY KDoyle	03/18/2015	BA	FINGERPRINT SOFTWARE	KDoyle		
001.5214.303100 001.5214.305200	PROFESSIONAL SERVICES OPERATING SUPPLIES				1,800.00	1,800.00
					<u>1,800.00</u>	<u>1,800.00</u>
3851 POSTED BY KDoyle	03/31/2015	BA	INCREASE TO COVER LIBRARY FLOORING	KDoyle		
Notes: ALSO VEHICLE EXPENSE						
001.5191.303100 001.5191.304600 001.5191.464100	PROFESSIONAL SERVICES REPAIRS & MAINTENANCE VEHICLE REPAIRS & MAINTENANCE				2,800.00	2,500.00 300.00
					<u>2,800.00</u>	<u>2,800.00</u>
3855 POSTED BY KDoyle	03/31/2015	BA	CONTINGENCY USE FOR PUBLIC WORKS BLDG	KDoyle		
001.5192.909302 001.5192.909302.026	RESER. FOR CONTINGENCIES PUBLIC WORKS BUILDING				1,000.00	1,000.00
					<u>1,000.00</u>	<u>1,000.00</u>
3858 POSTED BY KDoyle	03/31/2015	BA	INCREASE REP & MAINTENANCE	KDoyle		
001.5191.303100 001.5191.304600	PROFESSIONAL SERVICES REPAIRS & MAINTENANCE				1,000.00	1,000.00
					<u>1,000.00</u>	<u>1,000.00</u>
3860 POSTED BY KDoyle	03/31/2015	BA	INCREASE VEHICLE REPAIRS	KDoyle		
001.5191.464100 001.5191.606400	VEHICLE REPAIRS & MAINTENANCE CAPITALIZED EQUIPMENT				252.03	252.03
					<u>252.03</u>	<u>252.03</u>

Journal Number GL Number	Date Description	JNL	Description	User	DR	CR
3882 POSTED BY KDoyle	03/31/2015	BA	BUDGET TO WRONG GL	KDoyle		
001.3400.347500.013	FOURTH OF JULY				10,000.00	10,000.00
001.3400.347501.013	JULY 4TH				10,000.00	10,000.00
					<hr/>	<hr/>
					10,000.00	10,000.00
					<hr/>	<hr/>
				Total:	301,494.03	301,494.03

Item

18

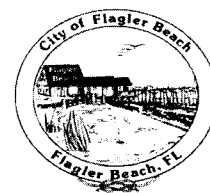
Staff

Reports

TO: Bruce Campbell, City Manager

FROM: Penny Overstreet, City Clerk

SUBJ: Monthly Report March 20 – May 7, 2015



Administrative support for the Commission:

- 3 Regular City Commission Meetings
- 1 Special Meetings
- 2 CRA Meeting
- 1 Economic Development Task Force (EDTF) Meetings
- 1 Ad Hoc Parking Committee
- 1 Alternative Use Committee
- 3 Citizens Academy Sessions
- 1 Bid opening

Administrative support for the City Manager's Office/Other Departments: Assisted the City Manager, provided support for general correspondence, agenda items and memos. Clerk's Office provides coverage for the Building Department during the Managers weekly meetings

Assessments: Completed twenty-six requests from title companies inquiring about balances of assessments, code enforcement, open or expired building permits, and outstanding utility bills. Collected \$43.23 in utility bad debt. Collected \$237.08 in Code Enforcement Fines. Collected \$500.00 in fees for research.

Computer Network Preventative Maintenance and Support: Fifty-three service/support tickets were sent and responded to. The MGMT01 Server is out of warranty and reporting errors with memory. I purchased a replacement memory module, which repaired the issue.

Public records requests: This office processes hundreds of requests for public records. These requests came from various sources, including but not limited to individuals, attorneys, other City Departments, other Agencies. This includes the many phone calls and e-mails that are received by our department requesting verbal and written information. Collected \$2.80 in fees for copies. Completed an extensive record request from our representatives at Preferred Governmental Insurance Trust (PGIT) related to the demand for reimbursement re: 601 S. Central Avenue (Pillitieri) issue. Reviewed an extensive records request for personnel and medical records compiled by the H.R. Manager for compliance related to exemptions to Police Officer records. Compiled an extensive request for records from our representatives at Bell & Roper, P.A. related to the Kitchens accident.

Special Events: The total amount collected for the report period is \$1,716.74.

Records Retention: Attended "Boxes to Bytes" Records and Information Management Educational three-day Seminar in Safety Harbor, Florida. The conference was held by the Florida Gulf Coast Chapter of the American Record Managers Association (ARMA). Topics covered were:

State of Records Information Management, presented by Mr. Paul Wester, Chief Records Officer for the Federal Government. Mr. Wester is the first Chief Records Officer for the U.S. Government appointed to the position on March 13, 2011. Mr. Wester was the opening speaker and reviewed the significant change of records management at the Federal level since the issuance of the Presidential Memorandum on Managing Government Records, issued by the Obama Administration in 2011.

Predictive Coding, presented by Bill Hamilton, Esq. Predictive coding is the electronic coding, organization, and prioritization of entire sets of electronically stored information (“ESI”). Also referred to as “machine learning.” Modern search and retrieval minimizes the demands for manual categorization and document deletion. Machine learning is the only tool to manage “Big Data” and this technology moves a records custodian out of the “basement.”

Shared Drive Cleanup, presented by Donna Reed, CRM, CDIA, This session provided tips on how to tackle structuring shared drives and how to help your co-workers understand the risk involved with a haphazard collection of records

Electronic Systems and Records, presented by Larry Barroner. Mr. Barroner reviewed the available tools to reduce the footprint of our data, and how to keep our content free of redundant, obsolete and trivial data (ROT). Thus reducing the cost of e-discovery in litigation.

Managing Electronic Records, Sandy Tuller, Manager, Pinellas County Clerk of Court Records & Information Management Department. Ms. Tuller provided suggestions for managing electronic records from creation through disposition, within an existing framework, and without incurring additional equipment and software expenses.

Public Records Requests, presented by Earl Rich, CRM. Mr. Rich reviewed the proper handling of public record requests, including correct response.

Business Continuity, Allen Patrick, CRM. Mr. Patrick addressed disaster preparedness regarding public records. He included discussion on developing and maintaining an effective business continuity program.

Scanning, presented by Robert Beir. This session addressed the role document imaging plays in the records management evolution.

Document Recovery, presented by Heather Shimala. This session provided an overview of all aspects of document recovery, including case studies and overview of the document recovery process.

Social Media and Records, presented by Pricilla Emery, CIP. Ms. Emery highlighted the business and legal issues involved with regard to social networking and its implications for record managers, and the different approaches available to achieve compliance.

Information Governance, presented by Laurie Fischer, CRM. This is the “new” term related to information management. Under the information governance umbrella, records and information management, legal, e-discovery, privacy and security all come together to define a

comprehensive approach to managing information assets.

File Plans for e-Records, Kathryn Nevins, CRM. Ms. Nevins reviewed methods for each record manager to determine the best process to decide what metadata (data about data) works for your file plan.

BYOD, presented by Dr. Steve Dicks, Ph.D. Dr. Dicks (Steve) reviewed the Southwest Florida Water Management District's experience in implementing a policy of "Bring your own Device" (BYOD). Steve spoke of how employees are synchronizing their email to their personal phones anyway so why not develop a policy, permitting employees to bring their own device. The presentation reviewed developing a strong policy, maintaining records, employee acceptance, security, support, stipend program and the negative aspects.

The Cloud and your Records, Earl Rich, CRM. Mr. Rich reviewed the language you need to have in contracts with cloud service providers to protect your records.

I appreciate the opportunity the City has provided me to attend training sessions to expand my knowledge of the techniques and programs available to enable me to provide the City with the best practices, while serving you as the Records Management Liaison Officer (RMLO) for the City of Flagler Beach.

Bruce Campbell

From: Robert Pace
Sent: Thursday, April 23, 2015 4:14 PM
To: Bruce Campbell
Subject: Weekly

04/23/2015

Mr. Campbell,

Typically in preparing my weekly reports I'll gather notes as activities occur throughout the week. In the last few weeks the department has been so busy I have overlooked a couple events. I will be reporting those activities within this week's report. In addition department members have been involved with another 4th of July Planning Meeting, a National Grid review, Fire Flight training, and Facility training. Many of the week's activities are listed as follows;

1. On 04/14/2015 Flagler Beach Emergency Services participated in Telecommunications Appreciation. The week was dedicated to showing gratitude for Flagler County's dispatchers. The week kicked off on Sunday with a barbecue held at the EOC. Agency heads from throughout the county were to provide meals each day that followed for the dispatchers. On Tuesday I delivered pizzas, soda, and a cake stating Flagler Beach thanks you for your service. In addition to delivering the meal, I was able to visit with the dispatchers and given a guided tour of the facility.
2. VEIS training took place at the county's training tower last week and is another activity I am delayed in reporting. Each crew attended the training the mornings following their shift's. The crews were accompanied by volunteer members to the training, ensuring the majority of staff participated. Crews utilized their apparatus and equipment in scenario based live fire evolution. Participating members performed searches with hand lines, this allowed for real-life scenario that utilizes minimum staffing. The VEIS portion reviewed proper search and rescue techniques while exercising proficiency with a SCBA on air.
 - Ventilation (quick vent procedures)
 - Enter (rescue of victims)
 - Isolate Fire (locate/confine)
 - Search (rapid primary search)
3. The Public Safety Appreciation Picnic was held at the county fairgrounds on Sunday. The event was moved to the fairgrounds due to possible weather. Public safety personnel from throughout the county and their families enjoyed bar-b-que , games, and socializing. The meal was served by the agency members from all the emergency service departments in the county. Lieutenant Cox was instrumental in planning the event as he's been a part of the committee from the beginning. Flagler Beach fire department represented itself well with several members in attendance.
4. Captain Doughney and I attended another planning meeting this week. Specific resources required for the event were once again focussed on. Increasingly the number of the county's COP members was discussed. Captain Doughney's Traffic Plan was reviewed for any discrepancies. The Chief of Emergency Management (Kevin Guthrie) made it clear, any resource required by the city was at our disposal.
5. Monday night's drill covered landing zone operations with one of Fire Flight's pilots. Although possible weather prevented staff from setting up landing zones there was a classroom portion of the training where wind currents, overhead obstructions, and the proper packaging of the patient were reviewed. Tom Gillan and fire personnel were in attendance, 15 in all. I believe this training is important and received well by all who attended.
6. Lieutenant Snyder and I attended a Maps review meeting on Tuesday. This was a continuation of the US National grid training Lieutenant Snyder and I attended a couple of weeks ago. The county's GIS representative incorporated the grids into the map books already utilized by all agencies within the county. The thought process is the proper navigational tools must be in place before training can begin for fire crews. Lieutenant Snyder and I were impressed with the progress.

7. On Wednesday I attended a training seminar conducted by the National Testing Network held at the EOC. This organization provides employment testing for fire departments nationwide. The testing practices utilized by NTN are in compliance with both OSHA and NFPA. Whether a candidate is hired or not their information is entered into a database which is assessable to departments state wide. I found the training to be very interesting and a possible resource in the future.

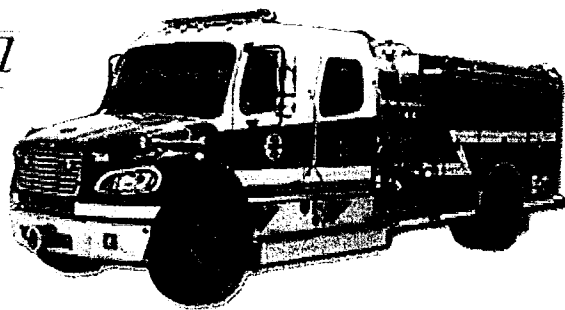
8. As part of scheduled training each year, the department is required 18 hours of training at a state recognized facility. The county's training tower is a recognized facility and the majority of FBFD staff participated in training at the tower this week. The training consisted of;

- Scene size up
- Command
- Apparatus placement
- Hand line deployment using teamwork
- Water supply
- Driver/Operator pumping
- Communications

9. This week's fire training was completely dedicated to the tower evolutions. This week's EMS training was a continuation of practices reviewed during the Fireflight visit. The lieutenants covered many of the issues faced when packaging a patient into the helicopter.

It's been a week now since the department took delivery of Gibbs the firehouse dog. He has adjusted well in a short time. I believe I can speak for staff when I say, everyone is happy to have Gibbs and to keep him for years to come. In the fire service being assigned to a station is like being part of a family. Gibbs has quickly become another member of our family.

Thanks,
Bobby



Flagler Beach Fire Department

Weekly Run Report from 4/16/2014 –4/23/2015

CALLS BY INCIDENT TYPE

EMS

16

FIRE

0

Hazardous Condition (No Fire)

2

Service Call

7

Good Intent Call

0

False Alarm & False Call

3

Total

28

Bobby Pace
Captain, City of Flagler Beach Fire Department
320 S. Flagler Avenue
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Bruce Campbell

From: Robert Pace
Sent: Thursday, April 30, 2015 4:22 PM
To: Bruce Campbell
Subject: Weekly Report
Attachments: Weekly Report 4-23-15.docx

Mr. Campbell,

Department members wrapped up facility training last Friday. The training has taken place over the last couple of weeks at the county tower. The final portion of training covered was RIT (Rapid Intervention Teams). The evolution required teams of 2 to achieve a safe rescue. One of the firefighters was without a partner, so I packed out and participated in the drill. It was nice to have bunker gear on again. Department members have also been involved with an AED presentation, maintenance, and additional training. Many of the week's activities are listed as follows;

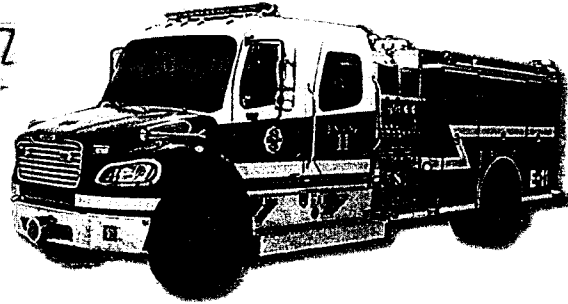
1. Lieutenant Snyder and DE Walden have been working on an AED PowerPoint presentation the last couple weeks. The presentation is an instructional aid for operating an AED (Automatic External Defibrillator). The material was presented at the Police Station on Monday. The majority of the city's police officers and a few city employees were in attendance.
2. Lieutenant Snyder attended a Stroke Committee Meeting this week. This group has drafted a policy with specific protocols to be followed by all working within the region. Committee members have spent some time reviewing the final draft and were to give recommendation on any areas that may require revision. The discrepancies were brought forward to the committee for vote at this week's meeting. Lieutenant Snyder expects to have a true final draft of the policy completed by sometime mid-May.
3. Lieutenant Snyder has been very busy this week. In addition to the activities already mentioned, he also left in the ladder half of the week to attend a training class at Manatee Technical College. The 16 hour course consisted of live fire evolutions including at grade, above grade, and below grade fire attacks. Extinguisher, stacked Class A material, and vehicle fire attacks were also completed at the training. A live fire structure and drill field on campus were utilized to conduct the training. Lt. Snyder spoke very highly of the trip.
4. On Wednesday I participated in a webinar hosted by the National Hurricane Center. The webinar afforded the NHC the opportunity to introduce new storm surge and tropical cyclone technology for the 2015 season. Flagler County's chief of emergency management thought it was important for the local agency heads to familiarize ourselves with the technology as the news media is likely to reference them during storm broadcasts. One of the more interesting products is a new monitoring system that conveys the exact risk of storm surge due to a tropical cyclone.
5. In addition to all the training already discussed, crews from Flagler Beach and Flagler County station 41 participated in joint agency company training this week. Participants went over "farm lay"/ "courtyard lay" and attack where a 3 in. supply line was extended approximately 300 ft. to a gated wye. Here high rise packs were utilized to connect and direct the appropriate fire streams. This tactic is used in situations where a long driveway prohibits an Engine to reach a structure or an apartment complex with a courtyard and/or multiple units are in danger. Both departments will receive credit towards their ISO requirements for the training.
6. The department has had ongoing maintenance issues with a couple pieces of smaller equipment. Engine 11's ventilation fan was once again dealing with another leak. This time a new fuel line was required to make the repair. The portable generator, also carried on Engine 11 went in for service this week. The generator was in need of an idle adjustment and a new pull cord was installed. Both pieces of equipment were returned to service today.
7. This week's fire training was a review of fire hose. Fire personnel must understand the standards that firehose must meet and should ensure that they are properly maintain to survive the rigors of firefighting. The basic principles of firehose construction, maintenance, and possible calls of damage were covered in the training. Also the process of service testing firehose was discussed. This weeks EMS training the covered advanced burn management. After successfully completing the training course participants are expected to accomplish the following objectives.

- define the classification of burns and describe the characteristics of superficial burns, partial thickness burns, and full thickness burns
- describe the emergency medical care of the patient with a thermal burn
- describe the emergency medical care of patients with chemical, electrical, and inhalation burns
- identify other possible burn related injuries (Chemical burns to the eyes, radiation exposure, hypovolemia) and describe their emergency management

On Saturday B shift's crew and I will attend an event held at Herschel King Park. The Humane Society is hosting the pet fair. The Engine company will be present visiting with the families and handing frisbees out to the kids, but the true star of the event will be Gibbs the firehouses dog. Those of us who will be attendance are looking forward to the fun.

Bobby Pace
Captain, City of Flagler Beach Fire Department
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Flagler Beach Fire Department

Weekly Run Report from 4/23/15-4/30/15

CALLS BY INCIDENT TYPE

EMS

11

FIRE

2

Hazardous Condition

1

Service Call

5

Fire Alarm

4

Motor Vehicle Accident

2

Total Calls

25

Bruce Campbell

From: Robert Pace
Sent: Thursday, May 07, 2015 3:46 PM
To: Bruce Campbell
Subject: Weekly Report
Attachments: new monthly report april 2015.docx; new weekly report 4 7 15.docx

05/07/2015

Mr. Campbell,

I mentioned in my last report department members attended the Humane Society's Pet Fair held at Hershel King Park on Saturday 05/02/15. Department members enjoyed giving tours of the fire engine and handing out frisbees to visitors. Gibbs was introduced to those in attendance as the new firehouse dog and he was entered in a couple events. Gibbs was dressed in a station t-shirt and took the second place ribbon for best dressed. He also took the first place ribbon for looking most like his owner. The four members representing the department really enjoyed ourselves. Department members have also been involved with attending 1st Friday, mitigation, maintenance, and training. Many of the week's activities are listed as follows;

1. Considering 1st Friday and the Pet Fair were a day apart and the fact there was minimal staff available, the department was only able to represent with four members at each event. The crew in attendance at 1st Friday did set up a blood pressure station and offered registration for department services. Two local residents signed up for smoke detector installations and three others registered for the next available CPR class. The four members in attendance also enjoyed the opportunity to visit with many local residents and explain in detail services offered by the department.
2. I was approached by Lieutenant Cox concerning and motor vehicle accident his crew responded to earlier this week. The MVA involved only minor damage and a BLS patient ,but took place on a dangerous S-curve on South John Anderson. Lt. Cox wanted to meet with me to commend the actions of three new Fire Police members on this call. He felt these new members did an excellent job in keeping the scene secure on a difficult curve to manage. The department has invested much time in training the new Fire Police members and this call was evident that training has paid off.
3. On Tuesday Lieutenant Cox attended a Hurricane Preparedness Meeting at the EOC. There were many issues addressed that are always areas of concern such as efficient evacuations, emergency shelters, and storm projections. I will continue to work with Kevin Guthrie to improve the city's current plan. As you know, although it will not be the final product, I will present an overview of the existing plan with several improvements at the Quarterly Safety Meeting.
4. This was a very productive week for Fire Mitigation. Two of the more difficult buffer zones to be cleared were accomplished this week. The first site was in the 1800 block of S. Daytona Ave. and I went by to inspect the job on Saturday. DE Dixon inspected the other completed job in the 2100 block of N. Central Ave. earlier this week. There are two more projects scheduled for completion later this month and a third I have had some difficulty with and I will need to discuss with you further. The completed projects mark the 46th and 47th to date.
5. As much that could be accomplished by the department concerning hydrant maintenance has been completed a few months ago. I have however stayed in contact with Alan Watts in regards to hydrants requiring further maintenance. I was advised that hydrants on North 11th/12th in the cul-de-sacs would be serviced this week. In addition Mr. Watts informed me, although operational there were several other hydrants having difficulties that were serviced this week. Due to the age and poor repair of subcomponents on a couple of the hydrants the job of replacing them may have to be farmed out.
6. Considering the department is entering the busy season and the station bicycles are utilized often this time year, I thought it wise they be taken in for service. The bikes were in need of basic lube and hardware adjustments. In addition a couple of tires and a kickstand required replacement. FF/EMT Forehand delivered the bikes to the Palm Coast Bike Shop this week to complete the repairs. Concerning maintenance over the week, the Attack Truck was also taken in to have service work done on it's fire pump.

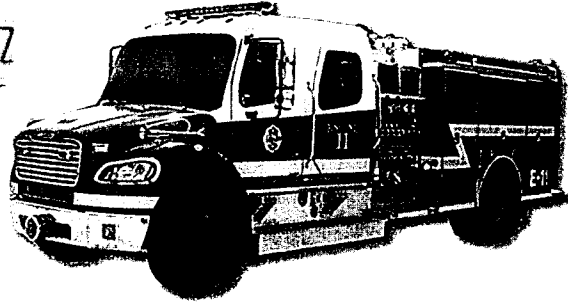
7. I attended a meeting today concerning this years completed addition of the Disaster Preparedness Guide. The informational guide is offered to the general public at no charge and is available at numerous locations throughout the county. Distribution of the booklet typically coincides with the beginning of the hurricane season which starts June 30th. The guide contains many points of valuable information including evacuation routes, shelters, a disaster website, and what is required in a family survival kit. Circulation is expected to begin before the end of the month.

8. This weeks fire training was a return to the basics and reviewed fire service knots. Participating members tied knots to secure objects and hoisting tools. All required safety knots four ladder operations were also completed. Considering the CPR recertification taking place tomorrow, this week's EMS training was dedicated to a review of CPR. The biggest point of emphasis was the change of 30 compressions to 1 rescue breath.

As mentioned in this week's training portion of the report, tomorrow is an all hands mandate for CPR recertification. Obviously all members need to be certified in CPR, but there is a more important reason to have the entire staff in attendance. The next recertification date will be entered into the Target Solutions Program as an annual reminder. This will take the guesswork out for me as well as staff. This is just one more step towards an efficient department training program.

Thanks,
Bobby Pace
Captain, City of Flagler Beach Fire Department
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Flagler Beach Fire Department

Weekly Run Report from 4/30/2015 – 5/7/2015

CALLS BY INCIDENT TYPE

EMS

20

FIRE

0

Hazardous Condition (No Fire)

0

Service Call

8

Good Intent Call

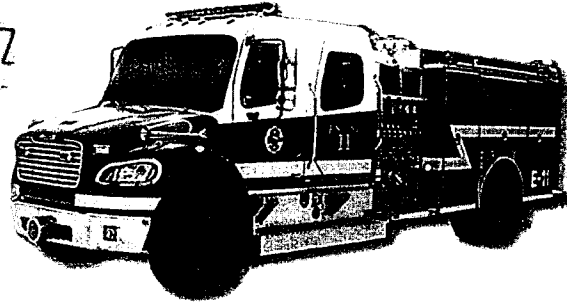
4

False Alarm & False Call

1

Total Calls

33



Flagler Beach Fire Department

Monthly Run Report from 6/1//2014 – 7/1/2014

CALLS BY INCIDENT TYPE

EMS

60

FIRE

13

Hazardous Condition (No Fire)

2

Service Call

17

Good Intent Call

9

False Alarm & False Call

3

Total Calls

92



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Police Captain
 204 S. Flagler Ave
 Flagler Beach, FL 32136
 386.517.2023

Captains Weekly Report

From: Friday	4/10/2015	To: Thursday	4/16/2015				
Calls For Service	73	Felony Arrest	3	Reports Written	17	Citations Issued	14
Self-Initiated	38	Misd. Arrest	2	Comm. Policing	40	Warnings (Written/Verbal)	30
Traffic Stops	24	City Ordinance	17	Security Checks	231		

Captains Weekly Summary

Friday: Officers Pineda and Rainey attended a free, ten (10) hour Police Bicycle certification class hosted by the Daytona Beach Police Department.

90th Birthday Celebration: A small but energetic crowd was on hand for our City's 90th birthday celebration, which was held in Veteran's Park. There were bounce houses for the kids, music, food vendors, speeches and Stan Drescher's historic poem about our City. A good time was had by those that attended.

Saturday: 4/11/15 @ 12:25 p.m. / Larceny / 400 Block of Moody Lane: The victim reported approximately \$2,500 worth of camera equipment that's missing. The victim advised he hadn't checked on the items since November 2014 and can't advise when they were actually stolen. The victim believes his grandson is responsible (due to past thefts) and the grandson is currently in the custody of the Department of Juvenile Justice on other charges. We will follow up on this case.

Saturday: 4/11/15 @ 12:50 p.m. / Zone 2 / Suspicious Incident & Trespass Arrest / 300 Block South Oceanshore Boulevard (Boardwalk): Officers were dispatched to the area of the Boardwalk in reference to a male subject harassing people and causing a problem. Upon Officers arrival, bystanders pointed out the subject. A warrants checks was conducted on the subject (negative results) and he was subsequently trespassed from the Pier & Boardwalk. Approximately forty-five (45) minutes after being trespassed, the subject returned and he was arrested for Trespassing without incident.

Saturday: 4/11/15 @ 4:45 p.m. / Accident Non-Vehicular / 15-6312 / 215 South Oceanshore Boulevard (Pier): An elderly female tripped on a loose board and fell. A medical unit responded and checked her out. The female subject did not require transport and the Officer working the event completed a Police Report due to the incident occurring on City property. A copy of the report has been forwarded to Liz Mathis.

Saturday: 4/11/15 @ 6:20 p.m. / Disturbance & Burglary Arrest / 800 South Daytona Avenue (Wickline Park): The reporting party called to report a fight between two (2) different groups of juveniles. The reporting party also advised that one (1) of the juveniles had a weapon (firearm) in his waist band. Prior to Officers arriving, all parties involved ran from the scene. A BOLO was put out for the subject that was supposedly carrying the firearm and a short while later he was located in a garage of a residence in the 1000 block of South Flagler Avenue. The suspect did not reside at the residence and he was arrested. The area was searched by K-9 for the firearm with negative results. The juvenile was taken to the Department of Juvenile Justice in Daytona Beach and he was also trespassed from Wickline Park.

Monday: Detective Williams responded to the Flagler Inmate Facility and the two (2) suspects from the Palm Circle car breaks were formally charged/arrested. The suspects were charged with five (5) counts of Burglary, three (3) counts of Grand Theft and one (1) count of Petit Theft. Detective Williams is working on affidavits for these subjects in re; to Dealing in Stolen Property. All of the car break cases on Palm Circle have been cleared by arrest. Good Job!

Tuesday: Captain Doughney attended two (2) planning meetings today at City Hall. The first was at 9:00 a.m. in re; to May's 1st Friday event and the second meeting was at 3:00 p.m. in re; to this year's Fabulous 4th of July events.

Tuesday: Our two (2) newly purchased Ford Interceptor Police cars were issued to Sergeant Parrish and Officer Yelvington.

Wednesday: Captain Doughney attended two (2) meetings today. The first meeting was at 12:00 p.m. in Daytona Beach and was in re; to the Adolescent Advisory Committee for Stewart-Marchman-Act. The second meeting was held in City Hall at 2:00 p.m. in re; to the 5K race that will be held on July 4, 2015.

Wednesday: Sergeant Shamp attended Emergency Response Team (ERT) training at the Flagler County Sheriff's Office.

Wednesday: 4/15/15 @ 8:55 a.m. / Found & Returned Property / 204 South Flagler Avenue: A City worker turned in a Florida license plate and advised they found it on SR100 on the west side of the Bridge. The plate owner was located locally and advised the plate must have fallen off the vehicle. The plate was returned to the owner.

Thursday: 4/16/15 @ 8:46 pm / Domestic Battery (Arrest) / 200 Block of Palm Drive: Officers were dispatched in reference to a disturbance between a Father and Son. Upon Officers arrival the Son and his Mother had already departed the scene. The investigation revealed that the Son was the aggressor and he was located and arrested without incident.

Training: Officer Bingham successfully completed the sixty-four (64) hour Instructor Techniques class at Daytona State College.

Sea Dune Parking: Officers monitored sea dune parking during the week and issued one (1) citation and one (1) written warning.



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Police Captain
 204 S. Flagler Ave
 Flagler Beach, FL 32136
 386.517.2023

Captains Weekly Report

From: Friday	4/17/2015	To: Thursday	4/23/2015
Calls For Service	86	Felony Arrest	0
Self-Initiated	40	Misd. Arrest	1
Traffic Stops	32	City Ordinance	18
		Reports Written	17
		Comm. Policing	61
		Security Checks	216
		Citations Issued	24
		Warnings (Written/Verbal)	34

Captains Weekly Summary

Saturday: 4/18/15 @ 3:24 p.m. / Hit & Run - No Injuries / 400 Block of South Oceanshore Boulevard: Officers were dispatched in reference to a crash involving two (2) vehicles. One (1) of the vehicles departed the scene and Officers located the vehicle and its operator. The vehicle operator that fled the scene was issued a State Traffic citation for leaving the scene with damage to an occupied vehicle.

Sunday: 4/19/15 @ 2:50 p.m. / Assist Public / 15-6824 / 700 Block of South Oceanshore Boulevard (on beach): Officers were dispatched in reference to a missing child on the beach. The child was located at South 18th Street, when the child approached a woman and she called dispatch. The child was transported back to the grandfather at South 7th Street.

Monday: The Victim Services Coalition of the 7th Judicial Circuit hosted a brunch in Daytona Beach in recognition of National Crime Victim's Week. The event was attended by Captain Doughney, Commissioner Mealy, our Department's Victim Advocates and a recent crime victim from Flagler Beach. At 2:00 p.m. Sheriff Manfre hosted an event at the Kim Hammond Justice Center to honor crime victims and increase public awareness about victims' rights. Captain Doughney attended this event and the guest speaker at both events was our State Attorney R.J. Larizza. Note: Our City's event supporting Victim's Rights Week is scheduled for 7:00 a.m. on Saturday, April 25th on the Pier.

Tuesday: Captain Doughney and Officer Pineda patrolled the City on our Police bicycle from 8:00 a.m. to 12:00 p.m. The City was patrolled on both sides of the Intracoastal Waterway and there were a lot of positive interactions with members of the community. Later that afternoon Captain Doughney attended a July 4th logistics meeting at the Emergency Operations Center.

Wednesday: 4/22/15 @ 12:10 a.m. / Warrant Service & Narcotics Arrest / 500 Block of North Central Avenue: Officers responded to a residence in an attempt to locate a subject with an active local warrant. Upon making contact with the subject a strong odor of cannabis was emitting from residence. Approximately 12.3 grams of cannabis, as well as other drug paraphernalia, was found in plain view. The subject was arrested without incident and charged with the local warrant and Possession of Cannabis under 20 grams and Possession of Drug Paraphernalia. Good job!

Sea Dune Parking: During the week Officers monitored sea dune parking and took the following enforcement actions: one (1) warning and nine (9) citations.



FLAGLER BEACH POLICE DEPARTMENT
Matthew P. Doughney, Police Captain
204 S. Flagler Ave
Flagler Beach, FL 32136
386.517.2023

Captains Weekly Report

From: Friday	4/24/2015	To: Thursday	4/30/2015				
Calls For Service	49	Reports Written	21	Citations Issued	24		
Self-Initiated	38	Misd. Arrest	1	Comm. Policing	37		
Traffic Stops	28	City Ordinance	11	Security Checks	211	Warnings (Written/Verbal)	30

Captains Weekly Summary

Friday: Officer Pineda patrolled the City on one (1) of our Police bicycles from 8:00 a.m. to 12:30 p.m. The City was patrolled on both sides of the Intracoastal Waterway and special attention was paid to the Boardwalk, the "T-Docks" and City Parks. Captain Doughney attended the monthly Volusia/Flagler Police Chiefs Association meeting today at the Daytona International Airport.

Saturday: Our City services for Victims Rights was held on the Pier at 7:00 a.m. State Attorney R.J. Larizza was the keynote speaker and the event was well attended. Officer Pineda participated in the Law Enforcement Torch Run for Special Olympics. The event started and ended at Flagler/Palm Coast High School and the 5k was well attended by Law Enforcement and athletes that will participate in this year's Special Olympics.

Sunday: 4/26/2015 @ 12:44 a.m. / DUI Arrest / 2200 Block of Moody Boulevard: A scooter that was westbound over the SR100 bridge was observed swerving back and forth. A traffic stop was conducted in the 2200 block of Moody Boulevard. Field sobriety exercises were performed and the investigation led to the vehicle operators arrest for DUI and Driving While License Suspended.

Sunday: 4/26/15 @ 2:02 p.m. / Burglary / 2200 Block of North Oceanshore Boulevard: The theft of a pressure washer actually occurred sometime on Friday, April 24th and was reported today. The pressure washer was stored in the closed/screened in pool area located in the rear of the property. Later in the day the victim re-contacted our Officers to advise that his stolen pressure washer had been located by a landscape company owner. The suspect is a day laborer who works for the landscape company and was in possession of pressure washer. Officers are working on identifying the suspect.

Monday: All members of the Police Department participated in training from 3:00 p.m. to 6:00 p.m. Topics of instruction included the recertification of our Officers in decomposition masks, AED's, Leads On-Line refresher and Property & Evidence re-fresher. Special thanks to Captain Pace, Lieutenant Snyder and Firefighters Walden & Forehand for their instruction in the AED training.

Tuesday: Captain Doughney was the "in-studio" special guest on our local radio station, Surf 97.3. Topics covered today with D.J. Vern were beach cleanliness, turtle nesting season (which starts Friday, May 1st) and hurricane preparedness (hurricane season starts June 1st).

Tuesday: 4/28/15 @ 4:35p.m. / Larceny / 215 South Ocean Shore Boulevard: The reporting party came to the Police Department to report that on 4/27/15 she was at the Pier/Boardwalk area and left her back pack on the bench and went to the 7-11. The reporting party advised that upon her return, her backpack was gone. A school issued Apple laptop was in the backpack and there are no suspects at this time.

Wednesday: Officer Pineda patrolled the City on one (1) of our Police bicycles from 8:00 a.m. to 10:00 a.m. The ride was cut short due to inclement weather.

Thursday: 4/29/15 @ 6:31 a.m. / Commercial Burglary / 300 Block of South Oceanshore Boulevard: The owner of the business owner arrived at 6:30 a.m. and found screens removed from two (2) windows and the door was unlocked. Upon entering the business, the owner found cabinets in kitchen open and several bottles of liquor missing. The owner contacted his partner, who advised he left at 9:00 p.m. last night and everything was in its normal place. Prints were located and lifted from a window believed to the point of entry. Several blocks surrounding the business were canvassed on foot for additional evidence, but to no avail.

Thursday: 4/30/2015 @ 10:31 p.m. / Battery - Law Enforcement Officer / 302 Moody Boulevard (Poor Wait's): Officers were dispatched to Poor Wait's in reference to an intoxicated female on scene causing problems. While en-route, FCSO dispatch advised that female was leaving bar walking towards Finn's. Upon Officers arrival, the female was observed in the 200 block of Moody Boulevard. The female immediately ran from Officers and she was taken into contact at Finn's. While taking the female into custody, she bit one of Officers on the left forearm, breaking the skin. The female subject was subsequently arrested and transported to the Flagler Inmate Facility. The injured Officer was checked out at Florida Hospital Flagler and returned to duty.

Sea Dune Parking: Officers monitored sea dune parking and took the following enforcement actions: one (1) verbal warning and six (6) citations.



FLAGLER BEACH POLICE DEPARTMENT
 Matthew P. Doughney, Police Captain
 204 S. Flagler Ave
 Flagler Beach, FL 32136
 386.517.2023

Captains Weekly Report

From: Friday	5/1/2015	To: Thursday	5/7/2015
Calls For Service	75	Felony Arrest	0
Self-Initiated	38	Misd. Arrest	2
Traffic Stops	18	City Ordinance	13
		Reports Written	12
		Comm. Policing	44
		Security Checks	236
		Citations Issued	22
		Warnings (Written/Verbal)	21

Captains Weekly Summary

1st Friday: "Liquid Jade" was the musical entertainment for this month's event and the weather was absolutely. A large crowd of approximately 500 were on hand for good music (high energy sounds of the 50's, 60's and 70's), good food and good times. There were no problems to report with this month's event.

Friday: 5/1/15 @ 5:22pm / Crash Hit & Run / 17th Street South & South Central Avenue: A white female, driving a white Lincoln town car, struck a City fire hydrant. The driver then left the area, but was located in the parking lot of the Beachfront Motel. The female had her one year old son in the vehicle with her. The female was subsequently charged with leaving the scene of an accident with property damage. A copy of the report has been forwarded to Liz Mathis for follow up.

5/2/15 @ 1:00pm / Traffic Stop & Ordinance Violation / 1600 North Central Avenue: Officers made a traffic stop on a red golf cart with an underage driver. The golf cart was occupied by four (4) minors; none of which had a driver's license. The parents of all the minors picked up their children and the operator was issued an Ordinance citation for operating the golf cart without a driver's license. The driver advised she had taken the golf cart without her parent's permission. A licensed driver responded and returned the golf cart.

Sunday: Captain Doughney escorted approximately 400 bicycle enthusiasts for this year's "Cycle Flagler" event. The escort started at the Flagler Airport, traveled east on SR100 and then south on SRA1A to the Volusia County line. There were no problems with the escort and the Flagler County Sheriff's Office COP's assisted with traffic control at intersections along the escort route.

Monday: Captain Doughney patrolled the City on one (1) of our Police motorcycles. The ride was cut short due to rain showers.

Training: Officer Bingham attended a free, thirty-two (32) hour training course this week. The course, "Verbal Judo Instructor", is a "train the trainer" course that specializes in different methods of conflict resolution. This class is extremely important for Law Enforcement, as it provides creative methods, tactics and strategies designed to find peaceful resolutions to difficult situations. Officer Bingham will be providing instruction to our Officers in these methods in the near future. On Tuesday, May 5th, Officer Yelvington attended a free Breath Test Operator re-fresher training at Daytona State College.

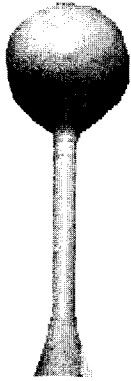
Tuesday: Captain Doughney participated in the Statewide Hurricane exercise conducted at the Flagler County Emergency Operations Center. The purpose of today's exercise/workshop was to assemble the "Executive Policy Group" and train on decisions that would need to be made in the days and hours leading up to a storm's landfall. Our City Manager was present for the exercise, as was Lieutenant Cox from our Fire Department.

Tuesday: Captain Doughney patrolled the City on one (1) of our Police bicycles from 2:00 p.m. to 4:00 p.m. Time was spent at the Pier, Wickline Park and patrolling the alleyways on the south end of the City.

Wednesday: A Public Service Announcement (PSA) was issued in reference to a phone scam that was recently attempted in our City. The "FPL Phone Scam" has occurred in 35 Counties across Florida and the PSA was issued to alert the public and increase citizen awareness. The PSA was sent to our City Department Heads, the Pastors of our local Churches, the local media and it will be posted on the City and Police Department websites.

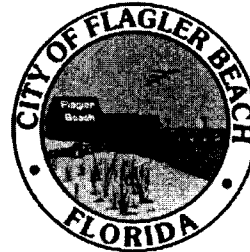
Wednesday: A representative from the Attorney General's Office was at the Police Department to conduct an annual review of the Victims Advocate's program. The review went very well.

Sea Dune Parking: Officers monitored sea dune parking and issued two (2) verbal warnings and one (1) citation.



City of Flagler Beach

Water Treatment Plant



To: Bob Smith, City Engineer and City Commissioners

From: Jim Ramer, Water Plant Superintendent

Subject: Monthly Report for April 2015

May 1, 2015

In April we produced 15,316,000 gallons of drinking water. This amount was less than the amount we treated in March (1,236,000 gallons less). Rainfall for the month of April was 3.90 inches. We used 5,700 Gallons at the plant and used 7,252 Gallons on irrigation. We flushed the north end of town due to low chlorine residual and we used 78,990 gallons. We used 7,600 because of a taste problem on N 14th Street. The fire department used 4,000 gallons.

We have routine duties that are performed every day on each of the shifts. Samples taken every hour to make sure we keep the chemistry of the water within the parameters for DEP. We regularly perform over 200 tests on the City water and raw water daily between the three shifts. We do routine plant maintenance. We mow the plant grounds. We take well samples and draw downs for St. Johns River Water Management, also keeping daily records for the monthly reports that are required to be turned into the Department of Environmental Protection Agency every month. We also do quarterly reports for DEP on disinfection byproducts. We have the mid night shift flush the trains with high pH permeate water. We do yearly TTHM and HAA5 tests.

DEP requires us to take 5 bacteriological samples from the distribution system monthly, according to our population. All samples passed on April 14th.

I have Dennis Walker perform weekly vehicle checks. He checks all the fluids such as Brake fluid, windshield wiper fluid, transmission fluid, and all the lights.

We cleaned out both Degasifiers.

We Changed cartridge filters on trains 2, 3, and 4. We changed cartridge filters on trains 1, 2, 3, and 4 again due to well 11 which we have shut down till it is repaired.

We cut the U Channel for the brackets to hold the pipe to our pump system in the neutralization pit. We started running and hooking up the wires to the neutralization pit pump control panel.

We replaced concentrate valve on train 1. We sent the old valve to Sisco to get a quote on repairing the old one.

Ed went to free VFD course in Deland.

We replaced the tag lights on the old F-250.

We put in another 60' of pipe for the front gate. We installed another 40' of piping in the ground going to our front gate. We put in another 80' of pipe to the front gate and ran string through the pipe to pull cables through the pipe.

We pulled weeds at well 10 site and cleaned fan to control panel. We also killed weeds at well 11. We replaced screens on well 10 control panel to help the VFD run cooler.

We had our quarterly operators meeting. We did a soak and blow on train #3 due to high pressure and to teach the other operators on how to do a soak and blow. This also reduces the cost of having to clean the train with cleaning chemicals.

Sunstate on plant grounds to upgrade and repair items on our telemetry system.

We had T & D Department help clean out neutralization pit and jet PVC lines under the driveway for front gate phone line and camera. We started installing the piping to the neutralization pit pump.

We saved us \$400 on cartridge filters by flushing train 1 and 4 cartridge filter cans of sand from the well field.

Ed headed to Harrington Plastics to pick up pipe and PVC glue to finish off the projects and to attend schooling on gluing PVC pipe properly.