110 NW 1st Avenue
High Springs, Florida 32643

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CITY COMMISSION MEETING
AGENDA
City Hall
110 N.W. 1st Avenue

DECEMBER 11, 2014 **6:30 PM**

CALL TO ORDER: MAYOR SUE WELLER

INVOCATION: PASTOR TERRY HULL,
HIGH SPRINGS CHURCH OF GOD

PLEDGE OF ALLEGIANCE: MAYOR SUE WELLER

ROLL CALL: JENNY L. PARHAM, CITY CLERK

APPROVAL OF AGENDA

APPROVAL OF MINUTES: SEPTEMBER 25, 2014
OCTOBER 9, 2014 REGULAR & SPECIAL

PROCLAMATION FOR JEFFREY A. MEANS, RETIRING PRINCIPAL OF HIGH SPRINGS COMMUNITY SCHOOL

PRESENTATION ON THE FDLE TECHNICAL AUDIT OF THE HIGH SPRINGS POLICE DEPARTMENT

CONTINUED BUSINESS

1. **CONSIDER ORDINANCE 2014-08,** AN ORDINANCE AMENDING THE CITY OF HIGH SPRINGS PERSONNEL POLICY AND PROCEDURE MANUAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE.

   A. DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-08 ON FIRST READING.

2. **CONSIDER RESOLUTION 2014-Q, A RESOLUTION SETTING THE MONTHLY SALARY FOR THE OFFICE OF CITY COMMISSIONER AND MAYOR; PROVIDING AN EFFECTIVE DATE.**

UNFINISHED BUSINESS

1. **APPOINT/REAPPOINT MEMBERS** TO THE PLAN BOARD, CODE ENFORCEMENT BOARD, TREE BOARD, HOUSING NEEDS & IMPROVEMENT COMMITTEE, PARKS & RECREATION ADVISORY BOARD.

2. **CONSIDER APPROVAL OF CONTRACT WITH EMERALD DATA PARTNERS FOR IT SERVICES.**

CITIZEN REQUESTS AND COMMENTS – FOR ISSUES NOT ON AGENDA (PLEASE STATE NAME FOR THE RECORD – **LIMIT COMMENTS TO 5 MINUTES)**

NEW BUSINESS

1. **CONSIDER RESOLUTION 2014 – U, A RESOLUTION OF CITY OF HIGH SPRINGS FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.**

2. **DISCUSS AND CONSIDER RENEWAL OF CITY MANAGER'S EMPLOYMENT CONTRACT.**

3. **REVIEW OF CITY'S FINANCIAL REPORTS.**

4. **PRESENTATION OF POINT & PAY PAYMENT PROCESSING BY FINANCE DIRECTOR JENNIFER STULL.**

5. **CONSIDER APPOINTING REPRESENTATIVE TO REGIONAL PLANNING COUNCIL PREVIOUSLY HELD BY FORMER COMMISSIONER BOB BARNAS.**

6. **APPOINT CHAIR AND VICE CHAIR TO THE COMMUNITY REDEVELOPMENT AGENCY (CRA).**

CITY ATTORNEY REPORT/UPDATE

CITY MANAGER REPORT/UPDATE

COMMENTS AND CONCERNS:

1. **COMMISSIONERS**
2. **MAYOR**

MOTION TO ADJOURN

PLEASE NOTE: PURSUANT TO SECTION 286.0105, FLORIDA STATUTES, IF A PERSON DECIDES TO APPEAL ANY DECISION MADE BY THE CITY COMMISSION WITH RESPECT TO ANY MATTER CONSIDERED DURING THIS MEETING, HE OR SHE WILL NEED TO ENSURE THAT A VERBATIM RECORD OF THE PROCEEDINGS IS

MADE, WHICH RECORD INCLUDES THE TESTIMONY AND EVIDENCE UPON WHICH THE APPEAL IS TO BE BASED. IN ACCORDANCE WITH THE AMERICANS WITH DISABILITIES ACT, A PERSON WITH DISABILITIES NEEDING ANY SPECIAL ACCOMMODATIONS TO PARTICIPATE IN CITY COMMISSION MEETINGS, SHOULD CONTACT THE OFFICE OF THE CITY CLERK, 110 N.W. 1ST AVENUE, HIGH SPRINGS, FLORIDA 32643, TELEPHONE (386)454-1416.

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CITY COMMISSION MEETING
MINUTES
September 25, 2014

Mayor Williams called the meeting to order at 6:31 p.m.

Invocation by Pastor Dale Elzie, Trenton United Methodist Church

Pledge of Allegiance

Roll Call:

Mayor Byran Williams – Present
Vice Mayor Sue Weller – Present
Commissioner Bob Barnas – Present
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Present

Staff Present:

Ed Booth, City Manager
Jenny L. Parham, City Clerk
Courtney Johnson, City Attorney
Antoine Sheppard, Acting Police Chief

APPROVAL OF AGENDA

Motion Vice Mayor Weller to approve the agenda as presented.
Second Commissioner Jamison.
Motion carried 5 – 0.

APPROVAL OF MINUTES FOR THE COMMISSION MEETINGS OF JULY 1ST, 10TH, AND 24TH 2014

Motion Vice Mayor Weller to approve the minutes of July 1st, 10th, and 24th 2014.
Second Commissioner Jamison.
Motion carried 4 – 1 with Commissioner Gestrin voting against.

PRESENTATION BY ALACHUA COUNTY COMMUNICATIONS COORDINATOR MARK SEXTON ON THE MOVING ALACHUA COUNTY FORWARD INITIATIVE.

Mr. Sexton outlined the initiative and the needs of transportation and roads. States all municipalities have entered into an agreement for this initiative.

CONTINUED BUSINESS

1. REVIEW AND CONSIDER APPROVAL OF CONTRACT WITH CITY ATTORNEY'S OFFICE.

Attorney Walker summarized the agreement and charges.

Vice Mayor Weller states she had reviewed their invoices from last year and requested a running total be included on the invoices for each project. She stated a problem she has with the contract is anything over the ten hours be billed at the 80% rate. She would suggest that this be deleted; she adds that it has not been done since you have been with us and would like to see it continue that way. Attorney Walker stated he does not like it either, and would be happy to delete that.

Mr. Booth states due to the amount of expense, he was going to have to take a more active approach.

Attorney Walker spoke of the clean- up matters and other items worked on. Spoke of the importance of being on the front end of a problem. Spoke of wanting to have an open door relationship with staff and commission.

Commissioner Barnas states the charges went far beyond what he expected and feels he was sometimes kept out of the loop.

Motion Vice Mayor Weller to approve the City Attorney's Contract with the exception of the reference to the 10 hours above routine matters.
Second Commissioner Jamison.
Motion carried 4 – 1 with Commissioner Gestrin voting against.

2. REVIEW AND CONSIDER APPROVAL OF ROTARY CLUB LEASE FOR THE CITY OWNED BUILDING LOCATED AT 605 NW 4TH STREET.

Attorney Walker gave an overview of the contract.

Mrs. Parham stated that she made a mistake and put this on the agenda; it was supposed to be continued to the October 9th, 2014 meeting because the Garden Club could not be here until that meeting.

Motion Vice Mayor Weller to table to the October 9th, 2014 meeting.
Second Commissioner Jamison
Motion carried 5 – 0.

UNFINISHED BUSINESS

1. CONSIDER ORDINANCE 2014-03, AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, PERTAINING TO PROPERTY MAINTENANCE AND NEIGHBORHOOD PRESERVATION IN CHAPTER 18 OF THE HIGH SPRINGS CITY

CODE BY ADDING SECTION 18-2 REGARDING REGISTRATION OF REAL PROPERTY MORTGAGES IN DEFAULT OR FORECLOSURE; PROVIDING SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT; AND PROVIDING AN EFFECTIVE DATE.

Ordinance 2014-03 was read by title only by Attorney Walker.

Mayor Williams opened the public hearing. As there was no public input, Mayor Williams closed the public hearing.

Commissioner Barnas questioned who would maintain the records. Attorney Walker states it would go out to bid and explained the process.

Motion Commissioner Jamison to approve Ordinance 2014-03 on second reading.
Second Vice Mayor Weller.

Roll call vote:
Mayor Williams – yes
Vice Mayor Weller – yes
Commissioner Barnas – yes
Commissioner Gestrin – yes
Commissioner Jamison – yes

Motion carried 5 – 0.

CITIZEN REQUESTS AND

No one came forward.

NEW BUSINESS

1. **CONSIDER A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW RETAIL SALES OF NEW UTILITY AND EQUIPMENT TRAILERS, BOTH OPEN DECK AND ENCLOSED, AT 10 N.W. 1ST STREET, HIGH SPRINGS, FLORIDA (FORMERLY ARCHIE'S WELDING, ALACHUA COUNTY TAX PARCEL #00663-000-000**

Mr. Booth explained the business and advised the Plan Board has reviewed and is recommending approval.

Mayor Williams opened the public hearing and as there was no input, closed the public hearing.

Motion Vice Mayor Weller to approve the Conditional Use Permit to allow sale of utility and equipment trailers on Tax Parcel 00663-000-000.
Second Commissioner Barnas.
Motion carried 5 – 0.

2. CONSIDER A REQUEST FOR A CONDITIONAL USE PERMIT TO ALLOW RETAIL SALES OF MOTORCYCLES, AT 719 N.W. 1ST AVENUE, HIGH SPRINGS, ALACHUA COUNTY TAX PARCEL #00843-000-000

Mr. Booth explained the business and advised the Plan Board has reviewed and recommended for approval.

Mayor Williams opened the public hearing and as there was no input, closed the public hearing.

Motion Commissioner Barnas to approve the Conditional Use Permit to allow sale of motorcycles on Tax Parcel # 00843-000-000.
Second Commissioner Gestrin
Motion carried 5 – 0.

3. CONSIDER PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH THE NORTH CENTRAL FLORIDA POLICE BENEVOLENT ASSOCIATION, INC. (PBA) FOR THE PERIOD OF OCTOBER 1, 2014 – SEPTEMBER 30, 2017.

Mr. Booth presented the proposed agreement and outlined changes.

Attorney Johnson stated the agreement has already been ratified, but felt a memo of understanding could be made regarding the Chief of Police not being a part of the bargaining unit and the city manager approving leave.

Vice Mayor Weller states she does not believe that when an employee is suspended without pay that they should be receiving seniority. Requested the city manager track these issues for the next renewal period.

Commissioner Barnas questioned if the issue of take home cars had been addressed. Mr. Booth states it was and if within 30 miles and in the county, but it is still up to the Chief of Police if he runs into a situation where he does not have enough cars or has a financial issue he stills has the option to bring them back.

Commissioner Barnas asked how policies and directives are changed. Attorney Johnson stated the agreement addressed Directives in article 14, same as the current contract. She states that before the city can make changes to the personnel rules and regulations they would need to put the PBA on five day notice, so the PBA can weigh in, unless it is an emergent situation. She adds that the Chief of Police can modify, change, or make adjustments to the High Springs Police Department Directives. Commissioner Barnas asked without any approval from the commission or city manager. Attorney Johnson advises yes.

Motion Vice Mayor Weller to approve the collective bargaining agreement with the Police Benevolent Association as presented including an Memorandum of Understanding clarifying the approval of leave issue.
Second Commissioner Jamison.

Motion carried 5 – 0.

4. CONSIDER PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) FOR A THREE YEAR PERIOD.

Mr. Booth states there was a number of minor changes made to the contract that was in the packet. He outlined the agreement.

Commissioner Barnas asks if the four day workweek is addressed. Mr. Booth states it does cover the four day work week but it also allows for other options. Commissioner Barnas states that he has not had time to review this.

Motion Commissioner Barnas to table until the next meeting.
Second Commissioner Gestrin.

Discussion on budget approved pay increase.

Attorney Johnson spoke of the addendum with this provision.

Cecil Copeland, AFSCME 79, stated that they are in agreement with having the contract date start October 1, 2014 for three years as well as the pay increase from October 1, 2014.

Motion carried 5 – 0.

5. DISCUSS NOTIFICATION REQUIREMENTS FOR CITY ACTIONS SUCH AS LAND USE CHANGES AND STREET CLOSINGS.

Vice Mayor Weller states she brought this up due to the issue of closing SW 13th Street and wants to review procedures to determine if additional notification is needed.

Commissioner Barnas spoke of the need of written notice and posting of signs.

Attorney Walker states the street closing ordinance could be amended to require posting of signage.

Motion Commissioner Barnas to amend Ordinance 2009-04 to include the requirement of posting signs.
Second Vice Mayor Weller.
Motion carried 5 - 0

6. DISCUSS AND DETERMINE AUTHORITY FOR CHANGING POLICY, PROCEDURES AND WRITTEN CITY DOCUMENTS.

Commissioner Barnas states he wanted to clarify if the city manager or departments have the authority to change policies, procedure, and written city documents without commission approval. He gives an example of; can an educational requirement for a position be arbitrarily changed, if it is in a directive, by staff or the city manager.

Attorney Walker states it depends on the level of the employee; it depends on what the directive is or whether it has to go back to the union.

Mr. Booth explained that policies in the personnel manual come to the commission and are different from department directives.

Commissioner Barnas states that he is not necessarily in disagreement with that he would just like it clear cut and we have to be careful as we go down the road.

7. DISCUSS SERVICE OF SOLID WASTE CONTRACTOR.

Commissioner Barnas states he placed this item on the agenda due to receiving complaints on the trash pickup. He adds that he doesn't believe the one day a week pickup is working, not happy with service and we had requested a letter go out to explain pick up.

Vice Mayor Weller agrees a letter needs to go out, and she has reviewed the complaints and feels the service is improving.

Brad Avery, WCA, states after reviewing issues, there is some confusion by the customer. He adds that they are working on notice to go out, will bring back to the commission for approval.

Consensus to have letter finished and on the October 9th, 2014 commission agenda.

8. DISCUSSION OF YARD SALE POLICY.

Commissioner Barnas states the codes limit the number of yard sales to four per year and would like to have this increased.

Motion Commissioner Barnas to increase number of yards sales to twelve a year instead of four. Second Commissioner Gestrin.

Commission Jamison stated he would be willing to go to six, but not in favor of 12.

Commissioner Barnas amended motion to allow one per month. Motion withdrawn. Second withdrawn.

Attorney Walker read the portion of code pertaining to yard sales.

To be discussed at a later date.

9. CONSIDER APPROVAL OF INVOICE FROM MUNICIPAL CODE CORPORATION (MUNICODE) FOR UPDATING AND REPUBLISHING CITY CODES.

Mr. Booth states we need to get this updated; we have not done this in several years. He states

we need commission approval to pay this invoice.

Motion Vice Mayor Weller to approve invoice from Municode in the amount of $12,970.00
Second Commissioner Jamison.
Motion carried 5 – 0.

CITY ATTORNEY REPORT/UPDATE

Nothing to report.

CITY MANAGER REPORT/UPDATE

Attended SRWMD grant workshop and would like to put in for a small grant for small water treatment in sinkhole to take care of water runoff and one for grinder pumps. Their number one project is to connect Camp Kulaqua to sewer, and then plant capacity.

Gave an update on dryer box.

States he has had citizens express concerns over the county using inmate labor for fixing roads and he has tried to calm the public.

COMMENTS AND CONCERNS:

1. COMMISSIONERS

Commissioner Gestrin – Nothing at this time.

Commissioner Barnas – Winn-Dixie is going to start a $2 million renovation in October.

Vice Mayor Weller – Folk in the Springs was last weekend and it was well attended, special thanks should go out to Michael Loveday for setting this up.

Commissioner Jamison – Nothing at this time.

2. MAYOR

Letter from the Superintendent of Schools for Alachua County thanking the commission for letting him speak at a commission meeting and for the use the Civic Center on October 16th at 7:30 p.m. for an educational forum.

Motion Vice Mayor Weller to adjourn.

Mayor Williams adjourned the meeting at 8:37 p.m.

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SPECIAL
CITY COMMISSION MEETING
MINUTES
October 9, 2014

Mayor Williams called the meeting to order at 5:33 p.m.

Invocation by: Terry Hull, High Springs Church of God

Pledge of Allegiance

Roll Call:
Mayor Byran Williams – Present
Vice Mayor Sue Weller –Absent
Commissioner Bob Barnas – Present
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Present

Staff Present:
Ed Booth, City Manager
Angela Stone, Assistant City Clerk
Courtney Johnson, City Attorney
Antoine Sheppard, Acting Police Chief
David Benton, Public Works Superintendent
Jennifer Stull, Finance Director

APPROVAL OF AGENDA

Motion Commissioner Jamison to approve the agenda as presented.
Second Commissioner Barnas.
Motion carried 4-0.

BUSINESS ITEM

1. **DISCUSS AND REQUEST FOR DIRECTION FOR THE CITY ATTORNEY'S OFFICE REGARDING SETTLEMENT OF DISPUTES FOR THE DEVELOPER AGREEMENTS.**

Attorney Walker gives an overview of settlement disputes for the Developer Agreements with Northend Homes for Weston Oaks subdivision, and High Springs Hills for Oak Ridge subdivision; which Capital City Bank has taken ownership of Oak Ridge.

Attorney Walker stated they wanted the commission to have information on where we are and get you up to speed on this issue. He states that this is an open meeting and not a closed door meeting. Attorney Walker stated that at this time Capital City Bank has litigation in the works.

He gives an overview of the litigation processes. Gave an overview of the original Developer's Agreement, which was entered into on December 8, 2005, which would end December 8, 2015. He gave an overview of the amendment to this agreement.

Commissioner Barnas asked which residents would be connected; not in Weston Oaks or Oak Ridge. Mr. Booth advise properties located down U.S. Hwy 441.

Attorney Walker gives a time line of events that occurred from December 2005 to present. He speaks of the impact study done in 2013, which lowered our impact fees. He speaks of the importance of capacity of the sewer system.

Attorney Walker advised that High Springs Hills has not yet filed for litigation.

Attorney Johnson gave an overview of an email that they received from the attorney for High Springs Hills, and what they are asking for.

Mr. Booth gave his opinion of how the agreements were understood and wanted by the city. He stated we have a big issue with who has standing. He stated he does not want to see an extension of the contract. He states personally he would like to see us prepare for court. He stated the developer for the industrial park came in today wanting a certain amount of money. He stated that in the agreements it does say that we will give them capacity. He states there was a realization some time ago that we need to increase the capacity of our sewer and needed to expand the sewer and is why we had the $5,000,0000 bond. He states he does not see why the city would give an extension; how would the city benefit. He states we will do what the developer's agreement states.

Attorney Walker states his office and your finance department have worked hard on this to figure out what is the right amount of money. He speaks of the email from Mr. Freemen the attorney for High Springs Hills.

Mrs. Stull gives an overview of the amount for Oak Ridge of $72,582. Attorney Walker states the legal question is do we need to pay during the time of the moratorium. He states it would have been helpful at the time to have an agreement that the city would not pay during that time.

Mrs. Stull states the amount for Northend is $5,920, not counting the two during the moratorium. Attorney Walker states we as the city want the connections. He states there is a philosophical point that we want the connections and the development.

Mr. Howell states that he owns the lots on in Phase 1 of Oak Ridge. Spoke of how this came about. He states he has never asked for a moratorium. He states he is trying to solve the problem, not cause the problem. Attorney Walker states he has to go through the attorney of the client. He states Mr. Howell is right, everyone has something to lose and gain.

Joe Caprio, President of High Springs Hills, spoke of how this came about. He stated when they gave the property back to the bank in lieu of foreclosure they did not give the right to this back, just the lots. He stated he has been in constant communication to get the money. He stated we are in the position that Capital City Bank should not receive their funds. He spoke of the time of dormancy and extensions and why it is what other municipalities have done. He states he wants to see this resolved and move on.

Mr. Booth states we are in a quandary that two entities are at odds over who owns the agreement. Attorney Walker gives an overview of the process when this occurs. Attorney Walker states it is their fight.

Commissioner Barnas asked if we can call for a closed meeting.

Mr. Howell states that in 2011 Capital City Bank came to them to take this subdivision on. He gave an overview of his intentions.

Commissioner Barnas stated we approved too many subdivisions.

Lee Holloway, Vice President, stated that there is only one commissioner here now and here when we asked for things. He stated that they never asked for this. He stated at that time they could have done well and septic on ¼ acre lots. The money to extend the line was their money not Capital City Bank's money. He suggested that we bring in the right people to talk to.

Motion Commissioner Barnas to adjourn.
Second Commissioner Jamison.

Mayor Williams adjourned the meeting at 6:32 p.m.

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CITY COMMISSION MEETING
MINUTES
October 9, 2014

Mayor Williams called the meeting to order at 6:42 p.m.

Invocation by: Rachel Delaun, Deacon Grace United Methodist Church

Pledge of Allegiance

Roll Call:

Mayor Byran Williams – Present
Vice Mayor Sue Weller –Absent
Commissioner Bob Barnas – Present
Commissioner Linda Gestrin – Present
Commissioner Scott Jamison - Present

Staff Present:

Ed Booth, City Manager
Angela Stone, Assistant City Clerk
Courtney Johnson, City Attorney
Antoine Sheppard, Acting Police Chief
Bruce Gillingham, Fire Chief
Jennifer Stull, Finance Director

APPROVAL OF AGENDA:

Motion Commissioner Gestrin to move Item #4 to Item #1 under new business.
Second Commissioner Barnas.
Motion Carried 4-0.

Motion Commissioner Barnas to approve the agenda as amended.
Second Commissioner Jamison.
Motion Carried 4-0.

APPROVAL OF MINUTES: AUGUST 7, 2014 COMMISSION MEETING.

Motion Commissioner Jamison to approve the minutes of the August 7, 2014 Commission Meeting.
Second Commissioner Barnas
Motion carried 3-1 with Commissioner Gestrin opposing.

PROCLAMATION DECLARING OCTOBER 31, 2014 AS "TRICK OR TREAT NIGHT".

Attorney Walker read the proclamation in its entirety.

Motion Commissioner Jamison to pass the proclamation in its entirety.
Second Commissioner Barnas.
Motion Carried 4-0.

CONTINUED BUSINESS

REVIEW AND CONSIDER APPROVAL OF ROTARY CLUB LEASE FOR THE CITY OWNED BUILDING LOCATED AT 605 NW 4TH STREET.

Attorney Walker states this item was continued from a previous meeting so all parties could be present or had time to review and consent to the agreement.

Suzie Clark, Garden Club, stated they were ok with the agreement.

Motion Commissioner Barnas to approve the agreement for the Rotary Club Lease for the City owned Building located at 605 NW 4th Street.
Second Commissioner Jamison.
Motion Carried 4-0.

CONSIDER PROPOSED COLLECTIVE BARGAINING AGREEMENT WITH AMERICAN FEDERATION OF STATE, COUNTY AND MUNICIPAL EMPLOYEES (AFSCME) FOR A THREE YEAR PERIOD.

Motion Commissioner Jamison to approve the Agreement with AFSCME for a three year period with the change of the starting date being October 1, 2014.
Second Commissioner Barnas.

Motion Carried 3-1 with Commissioner Gestrin opposing.

UNFINISHED BUSINESS

REVIEW AND CONSIDER APPROVAL OF INFORMATIONAL MAILOUT FOR TRASH AND RECYCLING COLLECTION.

Mr. Booth stated that Vice Mayor Weller came in earlier today with some changes she would like to see and those changes have been made for spelling and adding in wording about calling to schedule a pick for bulk trash.

Commissioner Jamison asked if it would be distributed and who would distribute. Mr. Booth stated it would be placed on the can by WCA.

Commissioner Barnas asked when this would happen; two to three weeks.

Brad Avery, WCA, states as soon as it is approved they can have in the mail in 72 hours; this may be a

better way and they will pay the expense.

Commissioner Barnas stated he would like to see it mailed with something that would not get recycled and would catch people's attention. He would like to see some downstairs as well.

Motion Commissioner Barnas to approve the flyer and get it out in the mail.
Second Commissioner Jamison.

Gloria James stated she has an old can out, with yard trash in it, for several weeks and that needs to be picked up.

Mr. Booth stated to give the address to Mr. Avery.

Commissioner Gestrin questions who our citizens would call with issues. Mr. Booth advised that problems with bills and other issues should call city hall.

Motion carried 4-0.

DISCUSS CODE ENFORCEMENT INCIDENT ON MAIN STREET, AUTHORITY OF CODES AND CONSIDER ASSIGNING ENFORCEMENT OF CODES TO THE FIRE DEPARTMENT.

Mr. Booth stated we discussed this last meeting and it did not seem to go anywhere. He has since talked with the fire department and they would be willing to do this. He states that code enforcement takes tact. He states that the fire department is best suited to take it over, since they already do fire codes.

Commissioner Barnas gives an overview of an incident that occurred on Main Street regarding a fund raiser and a sign in the back of a truck. He states that we should have not been involved.

Motion Commissioner Barnas to direct the city manager to do what is necessary to shift code enforcement under the fire department.
Second Commissioner Gestrin

Attorney Johnson spoke of Ordinance 2008-27 section - 2-177 and a code enforcement officer designation.

Commissioner Barnas amended the motion to make this to conform with Section 2-177 code enforcement citation procedures.
Commissioner Gestrin amended second.

Commissioner Jamison spoke of not supporting, as the fire department is over worked.

Mike Kearney stated he has studied code enforcement some. He states that you as a commission need to wake up the code enforcement board. The code officer is trying to get people to follow the codes. He states you need to have a code enforcement board and a fine schedule in place. He states we need a proper board put back in place.

Theresa Martin stated that you should have a qualified person to do this job; the firemen need to do their job. She states that we need to hire someone qualified.

Bill Richards stated he has spoken with current codes officer; he does not have the time to get everything done. He gives an example of violations and states that every time he calls Mr. Hunter gets it done. He states his part of town seems to be the worst. He states Mr. Hunter goes out to the places he gets calls on; that he does not have the time to go out and find the violations. He states that we need a board.

Chief Gillingham gave a history of code enforcement. He states that the idea is to move the codes officer under the fire department and states we need to get priorities in place and move forward. He states the code enforcement board needs to be in place.

Commissioner Jamison asked if this is a structural change. Chief Gillingham stated it is a structural change; we are trying to realign. He adds that they will take a global look at this and get it right.

Mr. Booth states that we tried to set up a meeting of the code board and found that we have only 2 members.

Commissioner Barnas stated we need the code board in place.

Motion carries 4-0.

UPDATE FROM CITY MANAGER ON POLICE CHIEF SEARCH.

Mr. Booth gives an overview of the number of applicants we received and stated that we will be interviewing sometime next month.

UPDATE FROM CITY ATTORNEY ON PLANTATION OAKS TAX ABATEMENT.

Attorney Walker gave an overview of this item.

Commissioner Barnas stated he is disappointed with this. He states if this does not go through it does not look good for us. Talk of this being away to promote business.

Commissioner Gestrin stated she thinks that with the expansion it would qualify in some way; thinks we need to look at the expansion.

Attorney Walker states we are not ready to say no. He states it will not be easy to overcome the obstacles and their office can look into this.

Commissioner Jamison stated they did not do the process and did not meet the requirements. He states if we want to make exemptions then we do not need a process; if we do not stick to it, why have it.

Mayor Williams asked if they meet the qualifications.

Attorney Walker states that you need to have the application before you purchase the property. He states but Commissioner Gestrin is right, the expansion happened after the application; so we have to look at this and make sure it would meet all the qualifications.

Commissioner Barnas stated there was a question when the dates came in; but as a commission we said we would get this to go through; we are going to help you get this to go through. He states the city nor the staff ever went to him saying that this is what we need you to do to get this done. He asked why did we not shift it back when we got the plan for the expansion. He stated that they have been told it has gone to the county. He states this is something the commission thought was working properly and it was not.

Commissioner Gestrin stated the county was to review prior to.

Attorney's office to keep researching.

CITIZEN REQUESTS AND COMMENTS

Theresa Martin congratulated the city on the Farmer's Market Pavilion. She showed a picture of a truck she almost hit while backing out of her home; this person harassed her. He states she went to the HSPD and asked for assistance. She asked what we need to do to ask CSX for signs for no trespassing, no hunting and no dumping. She spoke of other vehicles out at this CSX property. She states when you contact CSX they state that they have leased it to someone else. She states that posting signs will stop the dumping. Asks if we can work with ASO to get some signs.

Mike Kearney stated he thought the proper procedure is to ask for a Tax Abatement prior to a contract.

Yvonne Andrews stated she has continually complained about the grass on Railroad Ave. and they has been taken care of that but on 225th Terrace it has not been done and it needs to be. She adds that the pavement at 225th Terrace needs to be taken up.

Mr. Booth stated that he and Mr. Benton, Public Works Superintendent, will go out there and take a look at this issue.

NEW BUSINESS

DISCUSS RESOLUTION TO EASEMENT ISSUE DUE TO PALMER STREET CLOSING.

Commissioner Barnas gave an overview of the property with a virtual google map. He states that the Palmer's applied for this and sold the land to a family member. He states the Peacock's are looking for a resolution. He stated there is a resolution.

Commissioner Barnas asks if we have a city road that has trees and is overgrown, who is responsible to have it cleared. Attorney Walker states that when it is city owned we have the entitlement to pave, lime rock, chip and seal as we wish. Attorney Walker states it is only the job of the city if they so choose to. He adds the city owns this property.

Discussion on road right of ways and maintenance.

Commissioner Barnas states that the Peacock's feel we have land locked the back portion of their property.

Commissioner Barnas stated in the future we need to be more careful.

Nicky Peacock stated he was not put on the application to be notified, was not contacted and only found out from a surveyor. He states he just wants access to a way out like they had.

Commissioner Barnas states his idea would determine a second access to the property. Mr. Peacock states he will use this road so he does not get blocked out. He states he is good with 2nd Avenue being cleared so they can have access to their property.

Commissioner Barnas stated we may not have money budgeted this fiscal year to clear this. He states he would like to see us determine a spot where they can put a gate one day.

Mr. Peacock wants something in writing so that as commissions change that they are aware of this and it does not happen to him again. He states he wants help and that is why is here tonight.

Motion Commissioner Barnas to have the city determine the access point where 2nd Avenue meets the Peacock property and the intersection of 13th Street and 2nd Ave.
Second Commissioner Gestrin.

Commissioner Gestrin states this commission made a decision with the information we were given by staff. She states we need to make this right whether it is in the budget or not. She states this needs to be fixed.

Mr. Booth states we will make a resolution. He states we will identify where 2nd Ave and the 13th Street and 2nd Ave intersects. He states he agrees that we should not be giving away city property; which Mr. DePeter has said many times..

Commissioner Gestrin states this is why it is important to follow the procedures we set in place.

Attorney Walker stated we now have a resolution in place with the prevision that we place a sign to notify people that pass by to let them know that this is happening.

Mr. Peacock asked if they can have something in place to have this cleared for the access next year.

Mr. Booth states we have to do a cost analysis and bring that back to the commission.

Mr. Peacock stated if someone wants to close the road they should have to pay market value.

Mayor Williams asked what does the city need to do to get this marked off.

Mr. Booth to contact Mr. Brinkman to have survey.

Theresa Martin spoke of her property. She spoke of dumping by her property and would like this access stopped to her property as well.

Commissioner Barnas amended motion to have survey from the railroad tracks to 2nd Ave.
Second Commissioner Gestrin.
Motion carried-4-0.

CONSIDER RESOLUTION 2014-P, A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF HIGH SPRINGS ESTABLISHING A FEE FOR GRINDER PUMP REPAIRS FOR SEWER CUSTOMERS; PROVIDING FOR CONFLICT AND SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

Attorney Walker read Resolution 2014-P by title only.

Motion Commissioner Jamison to approve Resolution 2014-P.

Motion dies for lack of second.

Mrs. Stull stated this was in the budget that was passed by the commission.

Commissioner Jamison states this is a city project; if the grinder pumps go out we will have to go into the general fund and reserves. He talks of this being a proactive approach.

Commissioner Barnas states he has been here three years trying to get the water and sewer separated. He states the other problem he has is that a large portion of water and trash goes to pay for the sewer. He states this is a back door way to get another revenue source.

Commissioner Jamison stated that we need to understand how we voted when these goes out.

CONSIDER DEFINING UTILITY BILL DUE DATES FOR HOLIDAYS AND WEEKENDS.

Mrs. Stull gave an overview of the utility bill due dates and when meters are read. She states by the time a bill is due you already owe another bill. She states by the time people are on the cut off list their deposit does not cover the balance and we have approximately $100,000 in outstanding revenue that will not be collected. She states that the due date is the 21st of the month and if on holiday or weekend it is due the next business day by 7:30 a.m.

Commissioner Barnas states he does not think it is right that if the 21st falls on a holiday or weekend that you do not have a business day to pay.

Motion Commissioner Barnas to change ordinance to read if the due date falls on a weekend or holiday you have one full business day to pay.
Second Commissioner Gestrin

Commissioner Jamison states he thinks we should wait to vote on the ordinance until all commissioners are present. He states he thinks that if we are going to change the ordinance he would suggest the due date be changed to the 15th and then have the stipulation.

Commissioner Barnas states he is fine with any due date as long as it has the stipulation.

Commissioner Barnas amends the motion to change the due date to the 15th and if the due date falls on a holiday or weekend you have the next business day until 6:00 p.m. to pay.
Second Commissioner Jamison.

Yvonne Andrews states it is very confusing for people to keep changing.

Motion carried 4-0.

CONSIDER APPROVAL OF CONTRACT WITH EMERALD DATA PARTNERS FOR IT SERVICES.

Attorney Johnson gave an overview of changes.

Motion Commissioner Jamison to approve with corrections as read.

Discussion of going back out for bid.

Motion dies for lack of second.

CONSIDER ORDINANCE 2014 - 05, AN ORDINANCE OF THE COMMISSIONERS OF THE CITY OF HIGH SPRINGS, FLORIDA AMENDING SECTION 66-2 "STREET CLOSINGS" OF THE HIGH SPRINGS CODE OF ORDINANCES; PROVIDING FOR PUBLIC NOTICE VIA SIGNAGE ON THE STREET; PROVIDING FOR CODIFICATION; REPEALING ANY INCONSISTENT PROVISIONS; PROVIDING FOR SEVERABILITY; AND PROVIDING AN EFFECTIVE DATE.

A. DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-05 ON FIRST READING.

Attorney Walker read Ordinance 2014-05 on title only.

Motion Commissioner Barnas to approve Ordinance 2014-05 on first reading.
Second Commissioner Jamison

Commissioner Gestrin spoke of her concerns with the wording. She states it does not mention notifying all involved.

Mr. Peacock asked the question, what if the owner lives out of town and does not see the sign. He states whoever is applying to close the road should have the burden of the cost. He states someone should be in charge of looking at the map and notifying everyone involved.

Commissioner Barnas stated he was advised by staff that we are supposed to have letters sent out.

Motion carried 3-1 with Commissioner Gestrin opposing.

CONSIDER ORDINANCE 2014-06, AN ORDINANCE OF THE CITY OF HIGH SPRINGS, FLORIDA, CLOSING AS A PUBLIC RIGHT OF WAY, VACATING AND ABANDONING PORTIONS OF CERTAIN PLATTED ROADS IN RIVER VIEW SUBDIVISION WITHIN THE CITY LIMITS OF HIGH SPRINGS, FLORIDA; PROVIDING FOR CONFLICT; AND PROVIDING AN EFFECTIVE DATE

A. DISCUSSION AND CONSIDERATION IN PASSAGE OF ORDINANCE 2014-06 ON FIRST READING.

Attorney Walker read ordinance 2014-06 by title only.

Attorney Walker gave an overview of this.

Motion Commissioner Barnas to approve Ordinance 2014-06 on first reading.
Second Commissioner Jamison

Phil Yontz stated that Camp Kulaqua owns all the property.

Mike Kearney stated the plan board reviewed this in detail and recommended that it be approved, which should be taken into consideration.

Motion carried 4-0

DISCUSS AND CONSIDER PROPOSAL FOR UTILIZING NIXLE FOR COMMUNITY NOTIFICATIONS.

Chief Gillingham spoke in regards to Nixle and comparable products. He states Nixle has texts, calls, uploads to social links, and will publish to city website. The others do not have the calling home feature. He advises that part of the fee is for help with the set up the first year.

Motion Commissioner Barnas to utilize Nixle for community notifications.
Second Commissioner Jamison
Motion carried 4-0.

ESTABLISH ALTERNATE DATES FOR THE NOVEMBER AND DECEMBER CITY COMMISSION MEETINGS IN ORDER TO AVOID CONFLICT WITH THE HOLIDAYS.

Mr. Booth states we are looking for dates for meetings in November and December.

Attorney Johnson states Mrs. Parham's recommendation in November would be a meeting date of the 20th if there is to be a second meeting and recommended one meeting in December.

Motion Commissioner Barnas to have one meeting for November on November 13th and one meeting in December on December 11th and if needed call a special meeting.
Second Commissioner Jamison
Motion carried 4-0

CONSIDER THE INSTALLATION OF A FOUR-WAY STOP SIGN ON NW 10TH STREET.

Commissioner Barnas spoke of the traffic and the speed at this location. He asked what the process is.

Chief Sheppard gave an overview.

Commissioner Barnas stated the other commissioners have not seen this yet.

Citizen did not give name spoke regarding this issue and the traffic.

Mike Kearney spoke regarding this issue. He suggested in this area, which is residential, to have 4 way stops at all the intersections. He states it is confusing to have some 2 way stops and some 4 way stops.

Mayor Williams asked if you can have a 4 way stop at every intersection. Chief Sheppard stated it was not a good idea.

Motion Commissioner Barnas to put a four way stop at the intersection of 2nd Street and NW 10th Street.
Second Commissioner Gestrin

Chief Gillingham gives an overview of the four way stops in this area.

Chief Sheppard states we need to follow the proper process of doing a traffic study.

Chief Gillingham stated that this is a DOT recommendation and this started under Chief Kaminskas. He spoke of emergency flows of vehicles. He added that having four ways stops at all the intersections would cut down on emergency response times.

Motion died with a 2-2 vote with Mayor Williams and Commissioner Jamison opposing.

Mayor Williams states that the city can do a study and take into consideration.

CONSIDER APPROVAL OF CRA BOARD RECOMMENDATION OF CRA PROJECTS AMENDED THROUGH 2016.

Mr. Booth states he feels this takes approval from the commission and advises that this has been approved by the CRA board.

Motion Commissioner Barnas to approve the CRA Board Recommendations for the CRA projects amended through 2016.
Second Commissioner Gestrin.

Commissioner Gestrin asked about it being mentioned at the last CRA meeting and thought it had to be approved by the county.

Attorney Johnson states it does not change the plan and does not need to be approved by the county

Motion carried 4-0.

CONSIDER RENEWAL OF THE INTERLOCAL AGREEMENT FOR REPAIR AND SERVICE OF TRAFFIC SIGNALS AND BEACONS.

Mr. Booth gave an overview.

Motion Commissioner Jamison to approve the renewal of the Interlocal Agreement for repair and service of traffic signals and beacons.
Second Commissioner Gestrin.
Motion carried 4-0.

CITY ATTORNEY REPORT/UPDATE

Attorney Johnson stated the city attorney's office would like to call a shade meeting to get direction on two pending law suites with NorthEnd and Capital City before, at 5:00 p.m., the next regular commission meeting. She also adds that Ms. Travers and the finance director have worked hard on this.

Attorney Johnson stated they have drafted a records policy which the city clerk is reviewing and will bring back to the commission.

CITY MANAGER REPORT/UPDATE

Mr. Booth spoke of receiving information on a possible location of a large business here.

He states we have a new Christmas Tree, a larger tree, going up and we will keep the old tree.

He gave an update on paving.

He presented an amount for additional paving and will put on the next agenda. He adds that this would pave the last large remaining street. We have put in for the asphalt to do the small roads.

High Springs Mission Society would like to use the civic center for Thanksgiving Meals for the Elderly.

Handed out new pamphlets and gave to Gainesville Area Chamber of Commerce as well. Mayor Williams asked that we put some out at Ginnie Springs.

COMMENTS AND CONCERNS:

1. COMMISSIONERS

Commissioner Barnas stated he was approached by several citizens about doing a youth coalition to visit businesses to shadow.

Commissioner Gestrin advised of Educational Forum. Commissioner Jamison added it is for all citizens not just for parents of students.

2. MAYOR

Mayor Williams advised he will be taking vacation and will not be here for the meeting on the 23rd.

Motion Commissioner Barnas to adjourn.
Second Commissioner Jamison.
Mayor Williams adjourned the meeting at 9:48 p.m.

ORDINANCE 2014-08

AN ORDINANCE AMENDING THE CITY OF HIGH SPRINGS PERSONNEL POLICY AND PROCEDURE MANUAL; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; PROVIDING AN EFFECTIVE DATE

WHEREAS, the City of High Springs adopted a Personnel Policy and Procedure Manual by Ordinance 2011-20, passed on November 3, 2011; and

WHEREAS, the City Commission has determined that it is appropriate and necessary to update and amend the Personnel Policy and Procedure Manual; and

WHEREAS, after proper notice and public hearing, the City Commission has determined that it is prudent to amend and adopt the City's Personnel Policy and Procedure Manual.

NOW THEREFORE BE IT ORDAINED BY THE HIGH SPRINGS CITY COMMISSION THAT:

SECTION ONE: Amendment. The City of High Springs Personnel Policy and Procedure Manual, attached hereto and incorporated herein by reference, is hereby amended and adopted.

SECTION TWO: Conflicts. Ordinance 2011-20, and all other ordinances, or parts of ordinances, in conflict herewith are hereby repealed to the extent of such conflict.

SECTION THREE: Severability. If any section, subsection, paragraph, sentence, clause, phrase, word or provision of this ordinance, or if any provision of the attached High Springs Personnel Policy and Procedure Manual is for any reason held by a court of competent jurisdiction to be unconstitutional, inoperative, or otherwise invalid, such holding shall not affect the remaining provisions of this ordinance.

SECTION FOUR: Effective Date. This ordinance shall take effect ten (10) days after its passage on second and final reading.

PASSED THIS 3rd DAY OF NOVEMBER, 2011.

First Reading:	November 20, 2014
Second Reading:	November 13, 2014
Date of Publication:	December 11, 2914

CITY OF HIGH SPRINGS, FLORIDA

ATTEST:

_____
Mayor

_____
Jenny L. Parham, City Clerk

(Municipal seal)

Changes to Personnel Policy Manual

2.1 Definitions

Deleted Activity Date

Changed Director to Department Director

Under Employees made each type its own definition and changed the definition for part-time employee

Changed the definition of Probationary Period

3.6 Probation Period was changed

4.3 Testing was changed

4.4 Drug Testing was changed

4.7 Nepotism-paragraph three was changed

6.2 Compensation Plan was changed.

6.8 Hours of Work

Recall was changed to Call Out Time

6.13 Holidays added New Year's Eve. Language was added that an employee must work or be on approved leave the scheduled day before and after the holiday.

7.0 Vacation was changed to Paid Time Off

7.2 Sick Leave was deleted combined with PTO.

7.3 Bereavement Leave was changed for the additional two days.

7.6 Domestic or Sexual Violence

A. Was changed from 24 hours to three days to comply with the law.

8.1 Employee Education/Training updated

11.0 Updated

12.02 Group 1 Offenses #7 the word catcalls was removed.

15.0 Drug Free Workplace Policy was changed.

16.0 Bloodborne Pathogen Policy and Exposure Control Plan was changed.

19.0 New Section

CITY OF HIGH SPRINGS

110 NW 1st AVENUE
HIGH SPRINGS, FLORIDA 32643
386-454-1416
WWW.HIGHSPRINGS.US

PERSONNEL POLICY AND PROCEDURE MANUAL

December 11, 2014

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SECTION 1 GENERAL PROVISIONS

1.1 PURPOSE

The purpose of these Personnel Rules and Regulations is to establish procedures which will serve as a guide to administrative actions covering most personnel actions which may arise. The final interpretation and application of these Personnel Rules and Regulations shall be made by the City of High Springs (hereafter "City") or its designee, the City Manager. The City reserves the right to amend, alter, modify, delete and add to these rules.

The information contained in these policies and procedures is intended as a general rule for employees. They do not constitute any form of employment contract or guarantee of continued employment or of any benefit contained herein. Rather, all employment with the City is at will and either the City or the employee may terminate the employment relationship at any time. This document is not intended to be a legally enforceable contract (either express or implied), nor is it intended to create any legally enforceable obligations on the part of the City.

1.2 OVERALL EMPLOYMENT POLICY

The City of High Springs is an equal opportunity employer and it is the policy of the City not to discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or personnel action solely on the basis of race, color, national origin, gender, legally recognized disability, religion, age, marital status, unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law.

1.3 COLLECTIVE BARGAINING AGREEMENT

Where these Personnel Rules and Regulations or department rules and regulations are in conflict with the express terms of a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall take precedence.

1.4 AMERICANS WITH DISABILITIES

Persons with known legally recognized disabilities will be given full consideration for employment and opportunities for advancement in all departments and divisions. The City will offer to such persons reasonable accommodation with respect to the essential functions of the job, provided the person is otherwise qualified to perform the job, and provided further such accommodation does not create undue hardship on City operations.

1.5 COVERED EMPLOYEES

All City employees shall be covered by the policies contained herein.

1.6 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures which govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

1.7 AMENDMENTS

Amendments to the Personnel Policy and Procedure Manual shall be approved by the City Commission upon the recommendation of the City Manager. Copies will be distributed to all departments and employees.

1.8 PRIOR MEMOS, POLICIES AND REGULATIONS

All prior memos, policies, procedures and regulations inconsistent with the Personnel Policy and Procedure Manual are null and void.

1.9 ADMINISTRATION

Departmental policies and standard operating procedures will be in writing and submitted to and reviewed by the City Manager for approval. In the event of conflict, the City Personnel Policy and Procedure Manual shall prevail.

The City Clerk is responsible for the administration of the City Personnel Policy and Procedure Manual and to ensure compliance with applicable federal and state personnel laws.

Department Directors are responsible for the proper and effective administration of these policies and procedures within their respective departments. Routine matters pertaining to enforcement may be delegated.

The City Clerk shall direct the maintenance of all personnel files. Every City employee shall have the right to inspect the employee's personnel file and obtain copies of any documents comprising the file. All such inspections shall be initiated at the employee's request, during normal business hours, in the presence of the official file custodian at the location where the file is stored. No original documents shall be removed from the file except by the custodian for copying.

Employees with questions or concerns regarding these policies and procedures shall contact their immediate supervisor.

SECTION 2 DEFINITIONS OF COMMONLY USED TERMS

2.1 DEFINITIONS

Active Pay Status – When an employee is working, on an authorized paid leave, paid holidays or other time where pay is being credited to employee.

ADA – Americans with Disabilities Act

Anniversary Date – The date an employee begins employment and the same date in following years. This is the date upon which entitlement to fringe benefits are based unless a specific benefit provides otherwise. The anniversary date may be changed in accordance with these Personnel Rules and Regulations.

At-Will Employee – Employees who serve at the pleasure of the City Manager and who may be removed from their positions and/or disciplined up to and including termination by the City Manager for any or no reason subject only to applicable law.

Calendar Year – Is the period from January 1 to December 31 of any given year.

Classification Plan – The official schedule of pay, assigning rates of pay to each position or job classification.

Seniority – The length of time an employee has been continuously employed in his current position classification.

City Clerk – The City Clerk or designee.

City Manager – The City Manager or designee.

Collective Bargaining Agreement (CBA) – An agreement between an employee organization and the High Springs City Commission negotiated and ratified as required by the Public Employees Relation Act.

Compensatory Time – (also referred to as Comp Time) – Compensatory time is paid time off granted to an exempt employee for working extra hours. Comp time should not be confused with "flex-time."

Confidential Employee – An employee, as defined in Florida Statutes Chapter 447, who is exempt from coverage of the Public Employee Relations Act.

Demotion - The assignment of an employee from one class to another class, which has a lower minimum and maximum rate of pay.

Department Director – An exempt managerial and confidential employee who is assigned the overall responsibility for the operation of a recognized department or area of City operation.

Employees - Are generic and used for reference purposes only to signal reference to both males and females.

Exempt Employee – An employee exempt from overtime under the Fair Labor Standards Act and paid a salary for all hours worked in a work week.

Flex-time – At the discretion of the Department Director, this time allows non-exempt employees to occasionally schedule their regular working hours for personal needs. All changes must occur within the same pay period.

FMLA – Family Medical Leave Act

Health Insurance Eligibility- Full Time employees are eligible for benefits, in determining eligibility a rolling twelve month average of a minimum of 30 hours per week is required.

Managerial Employee -_An employee, as defined in Florida Statutes Chapter 447, who is exempt from coverage of the Public Employee Relations Act.

Non-Exempt Employee - Nonexempt employees are entitled to overtime pay under the Fair Labor Standards Act. Overtime is typically defined as any time worked over 40 hours in a workweek.

Part-time employee – Is any employee who is assigned a regular schedule of less than thirty (30) hours, and in fact works less than 30 hours on a regular basis.

Pay Grade – The salary range assigned to a particular classification title expressed as a pay range number.

Probationary employee – Is any full-time or part-time employee who has not completed the initial probationary period or any extension thereof.

Probationary Period – The first 6 months (3 months for promoted employees) of continuous employment with the City, the probationary period is dependent on completion of training and probationary expectations, to be determined by the employee's supervisor. After successful completion of the probationary period, the employee will be classified as a regular full-time or part-time employee.

Promotion – A permanent assignment of an employee to a higher level job classification that is subject to the completion of a 3 month probationary period.

Reclassification – Movement of a job classification from one pay grade to another based on changes in the job duties, responsibilities, job market and/or other work related factors.

Reemployment – The hiring of a person who formerly worked for the City. Persons rehired will be considered new employees for all purposes.

Regular full-time employee – is an employee who is assigned a regular schedule of a minimum of thirty (30) hours or the regular Section 7(K) schedule, whichever applies, per week or per pay period and is classified as a regular full-time employee of the City.

Resignation – Act of voluntary withdrawing from City employment.

Section 7(K) – Section 7(K) of the Fair Labor Standards Act allowing certain employees in the Fire and Police Departments to be paid overtime based on a schedule other than after forty (40) hours in a seven (7) day period.

Shall – The word "shall" will be interpreted as mandatory.

Temporary employee – Is any employee that is not classified as a regular full-time, part-time or probationary employee, such as a part-time employee who does not work a regular schedule.

Transfer – The permanent reassignment of an employee from one position to another.

Work Day – The scheduled number of hours an employee is required to work per day.

Work Week or Work Period – The number of hours regularly scheduled to be worked during any seven (7) consecutive days or other work period allowed by the Fair Labor Standards Act and adopted by the City Commission for an employee or group of employees.

SECTION 3 JOB CLASSIFICATIONS/DESCRIPTIONS

3.1 GENERAL STATEMENT

A job classification plan and job descriptions are established and maintained by the City Manager. The Classification Plan provides a complete inventory of all positions in the City service as well as accurate descriptions for each position. The plan standardizes titles, each of which indicates a range of duties and responsibilities and has the same meaning throughout the classified service.

3.2 COMPOSITION OF THE PLAN

The Classification Plan consists of a set of job titles, along with their specifications, which identify, define and describe the type of work and level of difficulty and responsibility, and establishes the desirable qualifications of each class.

3.3 JOB TITLE

Job titles shall be used in all official City records. No person shall be appointed to, or employed in a position under a title not included in the classification plan.

3.4 MAINTENANCE OF THE PLAN

The City may add or delete positions or job classifications and may change job descriptions to expand, reduce or clarify the job dimensions and/or responsibilities of any classification. The City will attempt to provide employees with as much advance notice of any change as practicable.

Each City department head shall maintain a copy of current job descriptions for authorized job classifications assigned to that department for convenient review by the city employees of each department.

3.5 TYPES OF EMPLOYMENT

The City employs full-time, part-time, or temporary employees.

Part-time and full-time employees who have not successfully completed their initial probationary period serve at the will and pleasure of the City and may be dismissed for any reason or no reason, subject only to applicable law. Such employees shall not have access to the grievance procedure set forth in the Personnel Policy and Procedure Manual or any applicable collective bargaining agreement unless the collective bargaining agreement provides otherwise. All decisions concerning their wages, hours, and working conditions shall be made by the City, or its designee.

Full-time and part-time positions are those which are permanently budgeted and authorized for a period of six (6) months or longer. Persons employed to fill these positions on a full time or part time basis shall be deemed permanent employees after satisfactory completion of a probationary period. An employee filling a permanent position is not guaranteed continued employment.

Temporary Employment

A temporary position, established with approval of the City Manager, is a position not currently budgeted and cannot exceed six (6) months in duration. A temporary employee may be dismissed for any or no reason, subject only to applicable law.

A temporary employee may be hired to fill a regularly budgeted position when the employee normally assigned to the regular position is on approved leave of absence.

3.6 PROBATIONARY PERIOD

All newly hired employees, which include voluntary transfers and involuntary transfers, shall be on probation for a period of six (6) months. Promoted Employees are subject to the completion of a three month probationary period.

If the employee's service is unsatisfactory during the probationary period, the employee may be removed at any time during or at the end of the probationary period by the Department Director and City Manager. Said probationary period may be extended upon recommendation by their Director, for up to an additional ninety (90) days, with the approval of the City Manager.

When an employee is promoted to a higher level job classification where a license or certification is a City requirement for holding the position, the probationary period may be

extended, with approval by the City Manager, to successfully obtain the license or certification. During the probationary period, the employee shall serve in the position to which he was promoted at the will and pleasure of the City Manager.

3.7 PERFORMANCE EVALUATIONS

An evaluation is a series of observations by a supervisor about the performance of a job by an employee over a set period of time based on procedures, forms and standards as approved by the City Manager. It is a tool designed to give employees constructive feedback about their performance in an effort to improve and enhance that performance and to correct deficiencies. It helps familiarize supervisors with information designed to assist him/her in becoming an effective evaluator of employee performance.

Performance evaluations will be conducted annually for regular full-time and part-time employees and on other occasions as determined necessary by the Director and for other employees when and if the Director determines such evaluations are needed.

Performance evaluations are considered in determining advancement, disciplinary actions and other job actions.

Any employee who receives an overall rating of unsatisfactory shall be subject to further evaluation for a period not to exceed 180 days. The employee will be evaluated during this period to ensure performance is satisfactory. If performance does not reach satisfactory performance during the period the employee may be terminated.

SECTION 4 RECRUITMENT & SELECTION PROCESS

4.1 JOB VACANCIES

Requests to announce and fill job vacancies are initiated by the Department Director. Requests are made in writing to the City Manager.

Job vacancy announcements specify the job title, salary range, minimum qualifications, and any special requirements of the position.

All job vacancies shall be advertised internally for a period of not less than five (5) working days. If the position is not filled internally, the position will be advertised externally. Notwithstanding the foregoing, at the direction of the City Manager, a job vacancy may be simultaneously posted both internally and externally.

The City Clerk is responsible for the advertisement of the position. The City Clerk reserves the option of advertising the deadline as "position open until filled," depending on recruitment needs.

A job vacancy announcement may be postponed or canceled as requested by the Department Director or City Manager. In this event, applicants will be notified.

The City Clerk is responsible for the implementation and scoring of any employment examination. Further, the City Clerk, or designee is responsible for the initial screening of all applicants/employees and may reject an applicant/employee if minimum qualifications are not met or the application was not received by the advertised closing date.

4.2 BASIS FOR SELECTION

Employment with the City shall be based on skills, experience, training, education, ability, physical and mental ability to do the available work and other factors that are related to the performance of the job in question.

As part of the pre-employment procedure, the City may check references provided by the candidates. Reference checks made by personal or telephone contact will be documented and made part of the applicant's file.

Applicants for employment where driving is an essential function of the job that have more than twelve (12) points on their Florida Driver's record shall not be considered.

The City reserves the right to reject any applicant for any reason or no reason subject only to applicable law.

4.3 TESTING

At the option and expense of the City, the City may use physical, written or oral examinations and performance tests, or other testing methods as appropriate to assist in the selection process.

In the event the City institutes or uses any sort of testing for a position, all applicants for the position will be subjected to the same testing.

4.4 DRUG TESTING

The City will adhere to Section 15 Drug Free Workplace Policy in this Policy.

4.5 DISABILITY AND MEDICAL EXAMINATIONS

Applicants may be required to take a medical and/or psychological examination after they have been provided a conditional letter of hiring depending upon job requirements.

Employees may be required to take a medical and/or psychological examination at any time by the City for reasons connected with their job (e.g., an accident on the job or fitness for duty).

Applicants who refuse to take a medical examination as indicated above will be denied employment. Employees who refuse to take a medical examination as indicated above will be terminated.

Applicants and employees who are directed to take such examinations as indicated above shall not be employed, or if previously employed, shall be terminated immediately if (a) the results of

the examination show that they are either mentally or physically unable to perform the essential functions of the job; and (b) such mental or physical impairment cannot be remedied through a reasonable accommodation Such action shall be subject to applicable federal, state and local laws dealing with disability status.

Confidentiality-Medical examination results are confidential and exempt from public records and are not part of an employee's personnel file.

Costs - The City will be responsible for all expenses incurred as a result of any medical or psychological testing required by the City.

4.6 REFERENCE CHECKS

The City Clerk or designee is responsible for responding to inquiries concerning current and former employees. The City Clerk or designee will only provide information about current or former employees which can be disclosed in accordance with Florida Law, including, without limitation, any and all requests for public records.

Each Department which receives a request for an employment reference or recommendation concerning a former or current employee shall forward the request to the City Clerk or designee for response. The City Clerk or designee will not comment upon its perception of the current or former employee but will only verify dates of employment, rates of pay, position(s) held, and eligibility for rehire and will also respond to any public records requests related to such employees.

4.7 NEPOTISM

It is the policy of the City of High Springs that no employee shall be hired to work under the direct supervision of a relative as defined below except in accordance with the terms of this subsection.

If two employees change their family relationship by marriage, adoption, or other means so as to come in conflict with these prohibitions, one of the employees shall be transferred to a different department if possible, voluntarily reduced in position to a sufficient level such that neither party is in a direct supervisory role, or separated from City service.

The relative of an official or an employee shall be defined as an individual who is related as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half-brother, or half-sister.

The policies of this section shall be guided by the provisions of Florida Statute 112.3135, as amended. Such provisions preclude the appointment, promotion, or advancement, of a relative in or to a position in the City by an elected official.

SECTION 5 SENIORITY, LAY OFF AND RECALL

5.1 LOSS OF SENIORITY

An employee shall lose seniority and be terminated from employment as the result of any of the following:

- Discharge
- Retirement
- Voluntary resignation
- Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by a Department Director or the City Manager
- Failure to notify the immediate supervisor of absence for three (3) consecutive working days shall constitute a voluntary termination effective the last day worked

5.2 LAYOFF

The City Manager shall have the authority to lay off any employee(s) because of lack of funds, lack of work, or when there are insufficient funds or appropriations to meet salary requirements necessary to maintain existing personnel in any department. A reduction in the number of employees in a job classification shall be determined by the City Manager.

Layoffs shall be final and not subject to appeal. Laid off employees may apply for future open positions for which they qualify.

SECTION 6 COMPENSATION

6.1 INTRODUCTION

The City intends to provide a comprehensive Compensation Plan, which is designed to provide wages based on merit, performance and years of continuous service that are competitive in our area and which encourage continued employment with the City. The Compensation Plan will be updated periodically.

6.2 COMPENSATION PLAN:

The Compensation Plan will include a schedule of salary ranges for each title in the classification plan consisting of minimum and maximum rates of pay. Each employee shall be paid within the rates set forth in the pay plan for the group in which he or she is employed.

6.3 SALARY RANGES:

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences between positions and the qualifications of individuals, providing employees with incentives, and rewarding employees with meritorious service. The City Manager shall make or

cause to be made such comparative studies as necessary to maintain an accurate and current classification and compensation plan.

6.4 SALARY INCREASES:

Salary increases within appropriate pay ranges shall be based on:

Cost of Living:

Each year, during the budget process, the City Commission will determine what percent, if any, will be granted for cost of living increases. The percent increase will be calculated based on current base annual salary and the rate of pay will be adjusted beginning the first pay period in October of each year. Salary ranges will be adjusted by the percent determined.

Merit:

Employees may become eligible for merit salary increases, if any, depending on appropriations in the annual operating budget. Merit increases become effective on the employee's anniversary date and are based on the employee's performance evaluation as rated by his/her supervisor. The percentage of the merit increase will be applied to the employee's current rate of pay. If employee is at or near the maximum rate of pay for the position, the percentage of the merit increase that exceeds the maximum pay range will be given as a lump sum payment in lieu of increasing the current base hourly rate of pay beyond the set maximum rate. If funds are available the merit increase shall be based on the following scale or the rate set by the commission, whichever is less:

Unacceptable	0%
Needs Improvement	25% of approved total percentage increase
Meets Expectations	50% of approved total percentage increase
Exceeds Expectations	75% of approved total percentage increase
Clearly Outstanding	100% of approved total percentage increase

Longevity:

Effective October 1, 2011, longevity amounts, depending on appropriations in the annual operating budget, will be paid in a lump sum (less withholdings, etc.) in December of the anniversary year. This will <u>only</u> be paid on the year the employee achieves the year milestone listed below. This is not part of the employee's base salary, rather a bonus.

5 years of consecutive full-time employment $500.00
10 years of consecutive full-time employment $1,000.00
15 years of consecutive full-time employment $1,500.00
20 years of consecutive full-time employment $2,000.00
25 years of consecutive full-time employment $2,500.00
30 years of consecutive full-time employment $3,000.00

Other Salary Increases:

Participation in and successful completion of special training courses may be considered in making base salary adjustments. Salary adjustments shall not be automatic, but shall depend upon increased value of the employee to the City, as exemplified by recommendations, length of service, performance records, special training undertaken, increased responsibilities or other pertinent evidence. Salary adjustments may be made on the recommendation of the Department Director and approval of the City Manager.

6.5 ENTRANCE AT THE MINIMUM:

The minimum rate of pay for the job will be paid to qualified persons on their original appointment to a position; however, the Department Director may recommend to the City Manager a higher starting rate based on experience, training or education that warrants employment at a higher rate in the pay grade.

6.6 PAY RATES IN TRANSFER, PROMOTION OR DEMOTION:

If an employee is promoted, demoted or transferred, the rate of pay for the new position shall be determined as follows:

1. If the employee is promoted to a position having a higher pay range, the employee shall receive a five (5%) percent increase from the employee's current rate of pay, or the minimum rate for the new position, whichever is greater.

2. If an employee is transferred to a different position in the same pay range, the employee may receive a salary increase at the time of the transfer, to be determined by the Department Director and approved by the City Manager

3. If an employee is demoted to a position in a lower pay range, the employee shall be placed at an appropriate level within the lower pay range as recommended by the Department Director and approved by the City Manager. Voluntary demotion may require a reduction in pay.

6.7 TRAVEL AND OTHER OFFICIAL EXPENDITURES

The employee's rate of pay does not include allowances for official authorized travel or other expenditures incurred in the conduct of City business, or allowances provided to employees for the official use of privately owned automobiles. Employees will be reimbursed for such expenses as provided in other sections of this manual.

6.8 HOURS OF WORK

It is the policy of the City to provide a system of compensation for employees who work during assigned hours (non-emergency) and during times when a declared City Emergency exists.

Where a contract exists between the City and employees belonging to a collective bargaining unit the contract takes precedence over this policy. Employees are either designated as exempt or non-exempt based on state and federal laws.

Exempt employees are hired at an annual base salary to accomplish a job for the City. Although generally expected to be present and working for the total hours of the normal work week, exempt employees are allowed some latitude with respect to time spent at work. Compensatory time off for extended hours worked may be granted to exempt employees by their direct supervisor, and subject to approval by the Department Director.

The normal work week for non-exempt fulltime employees is 40 hours. Hours worked per day and work assigned is established by the Department Director.

The work week starts at 12:00 a.m. on Monday and ends at 11:59:59 p.m. on Sunday.

All full-time employees are required to be present at their assigned workplace for the total hours of their normal work week unless absence is authorized by the Department Director. All absences must be properly recorded and charged against the employee's appropriate leave.

Compensatory time off must be approved by the employee's supervisor prior to taking the time off. The supervisor must consider current and predicted working conditions and requirements before allowing an individual to take compensatory time off.

Part-time employees are required to be present at their assigned workplace for the total hours for which they are being compensated, unless absence is authorized by the Department Director. All absences must be properly recorded.

Required attendance at training courses will be considered as hours worked.

Travel to and from an employee's home and the employee's regularly assigned workplace will not be counted as hours worked.

Stand By

Employees who are on a standby status will be compensated in accordance with their department directives/policies.

Call Out Time - Non Exempt Employees Only

An employee called to return to work within one hour before or within one hour after the regular work shift is considered an extension of the work day and included in the total hours worked on that day. If recall (call-out time) is more than one hour before or more than one hour after the regular work shift, a minimum of two hours will be paid.

Employees will not be compensated with recall (call-out) pay when the duty involved is training or a meeting.

A minimum of two (2) hours will be paid for all call outs after normal working hours. If an employee works more than two (2) hours on the problem, the employee will be paid for the total hours actually worked.

When an employee is in official travel status for which travel expenses are reimbursable, time spent in travel beyond the normal workday on the first and last day of such travel will be considered as hours worked.

Non-exempt employees on a recognized lunch break of 30 minutes or longer are prohibited from performing any of their job functions during their lunch break. Employees are encouraged to take their lunch break away from their work area, but if they remain on the premises they shall not perform any duties while on lunch break.

Employees are prohibited from working at home unless authorized to do so by their Department Director.

Employees may not voluntarily perform their regular duties for the City without compensation.

6.9 OVERTIME:

It is the City's policy to avoid overtime work when possible. However, overtime work may be necessary to meet emergency situations, seasonal or peak workload requirements or to make accommodations when a department is understaffed. Department Directors are responsible for advance planning to minimize the need for overtime. Overtime is defined as the hours of authorized actual work performed by a non-exempt employee in excess of forty (40) hours during the established work week.

Overtime is compensated as follows:

Non-exempt employees must have supervisor approval prior to working overtime. The repeated performance of unauthorized overtime will result in disciplinary action.

Non-exempt employees shall be compensated for overtime at one and one-half (1.5) times the regular hourly rate of pay in accordance with Fair Labor Standards Act (FLSA). Only hours actually worked over forty (40) per work week will count as hours worked for the purpose of computing overtime. Paid time off, holiday, administrative leave or any other type of leave will not count as hours worked for overtime pay purposes.

6.10 Work Break

Each department may allow employees one work break during the first half of their work shift and one work break during the second half of their work shift, provided that:

- No single work break will exceed fifteen (15) minutes absence from the employee's work station.
- An employee may not accumulate unused work breaks.
- Work break time cannot be used to cover for employees' late arrivals or early departures from duty.
- Permission to take work breaks is based upon workload demands and may be withheld at the discretion of the supervisor.

Nothing in this Section will be deemed to require the City or any department to provide breaks to its employees.

6.11 Emergency Operations

During a declared City emergency procedures may be changed as required due to the circumstances and conditions.

A declared City emergency is a condition that may affect or does affect a large part of the City population, corporate limits, city property or resources available to the City. This condition may be a result of, but not limited to, a wind storm (hurricanc, tornado), flood, fire, earthquake, hazardous materials and/or civil disobedience.

A City emergency may be declared by the Mayor or his/her designee, or the City Manager.

During a City emergency work schedules of individual employees may be altered without notice.

During times of declared emergencies scheduled leave time may be cancelled. After the emergency no longer exists an employee may re-schedule the employee's remaining leave time at the discretion of the Department Director.

Employees who are on leave during a declared emergency may be recalled to work at the Supervisor's discretion. After the emergency no longer exists an employee may re-schedule his/her remaining leave at the discretion of the Department Director.

During a declared emergency, employees may be temporarily released from normal duty and may be assigned to other needed tasks as determined by the City Manager. All employees will receive their normal straight time pay for their regular work period if released during the declared emergency.

Exempt employees who are recalled to duty or remain on duty during the declared emergency when City facilities are closed and other employees have been released from duty will receive their normal straight time pay in addition to receiving pay at their hourly rate of pay for any hours worked beyond their regular hours. Employees will continue on this pay schedule for the duration of the declared emergency. After the declared emergency no longer exists, employees pay schedules will revert back to the regular pay schedule.

Non-exempt employees who are recalled to duty or remain on duty during the declared emergency when city facilities are closed and other employees have been released from duty will receive their normal straight time pay in addition to receiving pay at 1.5 times their normal rate of pay for all hours worked. Employees will continue on this pay schedule for the duration of the declared emergency. After the declared emergency no longer exists, employees pay schedules will revert back to the regular pay schedule

6.12 ACTING PAY

Permanent fulltime employees temporarily assigned to a position in a higher pay grade shall receive the minimum starting pay for that position or 5% whichever is higher, retroactive to the first day of the transfer.

When an employee temporarily works in a lower paid job classification, they shall receive the rate of pay for their regular job classification.

A routine assumption of duties that occurs in the absence of another employee on PTO or with a short-term illness is not a transfer and does not affect salary.

Upon reinstatement to the employee's previous job classification, the employee will receive the hourly rate of pay earned prior to the time acting pay status was granted, in addition to any merit increase/wage adjustment that may be applicable.

6.13 HOLIDAYS

The following holidays and any such other days as the City Commission may declare are designated as official holidays for City employees:

New Year's Eve	(December 31)
New Year's Day	(January 1)
Martin Luther King, Jr. Day	(third Monday in January)
Memorial Day	(last Monday of May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veteran's Day	(November as observed)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving	(fourth Friday in November)
Christmas Eve	(December 24)
Christmas Day	(December 25)

When a holiday falls on Sunday, the following Monday shall be observed in lieu thereof. When a holiday falls on Saturday, the preceding Friday is observed. In certain instances where two days off are scheduled, i.e., Christmas Eve and Christmas Day, the City Manager may approve going forward or backward two days to insure a holiday does not fall on a Saturday or Sunday or change the actual day observed for the holiday to create a more effective work schedule.

All full time employees on the active payroll on the date of the holiday, including such employees who are receiving occupational injury or occupational illness pay through Workers' Compensation, are eligible for holiday pay at their regular rate of pay. When a holiday is observed on a scheduled work day, an eligible employee may be paid up to a maximum of eight (8) hours pay for that day. Employees must work, or otherwise be on pre-approved leave, the scheduled day before and after the holiday to be eligible for holiday pay.

Regular Full-time staff members working at least 1,560 hours per year will receive holiday pay on a pro-rated basis. The following formula is used to determine the pro-rated holiday hours a

part-time staff member will earn per year: ***(Total Budgeted Hours Worked per Year/Full-Time Equivalency Basis i.e. 2080) X 8 hours = Pro-rated Holiday Pay.***

Fire Department Part-time staff members working at least 2,178 hours per year will receive holiday pay on a pro-rated basis. The following formula is used to determine the pro-rated holiday hours a part-time staff member will earn per year: ***(Total Budgeted Hours Worked per Year/Full-Time Equivalency Basis i.e. 2904) X 8 hours = Pro-rated Holiday Pay.***

When a fulltime non-exempt employee works on a holiday, the employee is paid one and one-half (1.5) times regular rate of pay for actual hours worked on a holiday plus holiday pay at the regular rate of pay up to a maximum of eight (8) hours pay for that day.

ABSENCE DUE TO ILLNESS

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless:

The employee notifies the Director at least one (1) hour before the employee is scheduled to report for work and; upon request, the employee presents evidence satisfactory to the Director, which may be a medical excuse that the absence was due to a bona fide, unforeseen serious illness or injury.

The Director may excuse the above one hour requirement if the Director determines that a failure to notify as required was for a reason clearly beyond the employee's control.

HOLIDAY ON A PAID TIME OFF DAY

Employees on a scheduled PTO who meet the eligibility requirements for holiday pay will be paid for their regularly scheduled hours for the holiday(s) that fall within their PTO leave period. If a holiday falls during a leave of absence without pay, the employee shall receive no holiday pay.

The provisions of the Family Medical Leave Act (FMLA) may apply in certain situations. (See FMLA Section)

SECTION 7 BENEFITS

7.1 PAID TIME OFF

Paid time off (PTO) provides all full-time staff employees with paid time away from work that can be used for vacation, personal time, personal illness or time off to care for dependents. PTO must be scheduled in advance and have department head approval, except in the case of illness or emergency. The PTO policy takes the place of sick leave, personal time, floating holiday and vacation.

All accrued sick time that current employees have earned at the time of transition to PTO will be placed in individual sick banks for each employee. Employees can use their individual sick

leave bank for extended sick leave absences (more than 3 days) only, and they can use it for their own illness or for an FMLA leave for a dependent's illness. Upon cessation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of cessation:

- Resignation after 15 years of continuous service up to 360 hours
- Retirement and/or death after five years of continuous service up to 720 hours

Employees who are terminated voluntarily without a two-week' notice and employees who are terminated involuntarily for any reason are not entitled to payment for accrued, unused PTO. Department Directors who resign without a 30 day notice are not entitled to payment for accrued, unused PTO, unless approved by the City Manager. Employees who resign or retire will be paid for all unused, accrued PTO up to 800 hours. Pay will be automatically reduced for any unearned PTO that has been taken. PTO cannot be paid out while employed. It is expected that a terminating employee will work the entire time designated by his or her notice, at the convenience of the City, without using PTO.

A maximum of 800 hours PTO can be carried over to the next calendar year. The total number of hours carried over from one year to the next can never exceed 800. Any PTO in excess of 800 hours will be lost if it is unused in the calendar year, unless extenuating business circumstances have prevented the employee from taking scheduled PTO. In such cases, PTO may be carried over and taken in the first half of the next year with the approval of the Department Director and the City Manager.

The Department Directors shall determine when paid time off shall be granted in their Departments. The City Manager shall have authority to approve or disapprove leave for Department Directors.

Employees will earn one day of PTO incentive for not calling out eight hours or less before their shift starts in a six month period of time, based on January 1 to June 30 and July 1 to December 31. An employee can earn up to a maximum of 2 days per year.

All regular full-time employees covered by this article shall earn Paid Time off in accordance with the following schedule:

Years of Service	Bi-Weekly Accrual	PTO Hours per Year
Less than One Year	5.55 Hours	144 Hours
One to Five Years	7.70 Hours	200 Hours
Five to Ten Years	8.63 Hours	224 Hours
Ten to Twenty Years	10.16 Hours	264 Hours
Over Twenty Years	11.70 Hours	304 Hours

Regular full-time staff members working at least 1,560 hours per year will accrue PTO on a pro-rated basis. The following formula is used to determine the pro-rated PTO hours a part-time staff member will earn per year: ***(Total Budgeted Hours Worked per Year/Full-Time Equivalency Basis i.e. 2080) X Full-time Accrual Rate = Pro-rated Annual PTO.***

Fire Department Part-time staff members working at least 2,178 hours per year will accrue PTO on a pro-rated basis. The following formula is used to determine the pro-rated PTO hours a part-time staff member will earn per year: ***(Total Budgeted Hours Worked per Year/Full-Time Equivalency Basis i.e. 2904) X Full-time Accrual Rate = Pro-rated Annual PTO.***

7.2 BEREAVEMENT LEAVE

Bereavement Leave is available to employees as a special privilege under circumstances established in this policy.

PROCEDURE

In order to determine eligibility for Bereavement Leave with pay, employees requesting Bereavement Leave are to complete the appropriate leave form. Upon receipt of the request, the employee's Supervisor and Department Director will review the information provided, obtain any other verification needed, and determine whether the employee meets established policy requirements to receive compensation for the absence incurred. If the requirements are met for compensation, the employee's Supervisor and Department Director will approve the request.

The request form, whether approved or denied, shall be filed in the payroll record.

GUIDELINES

When a death occurs in the immediate family of an employee, that employee shall receive three (3) days off without loss of pay or benefits.

The Department Director shall have discretion to grant up to two (2) additional days off, without loss of pay or benefits. Bereavement Leave will not be charged against PTO, holiday or overtime.

Immediate family as cited above shall be defined as father, mother, spouse, children, aunt, uncle, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, step-parents, step-children, or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the employee or the employee's spouse.

Bereavement leave is a leave benefit only and no compensation will be paid for unused bereavement leave. Verification of need may be required before bereavement leave is authorized.

7.3 LEAVE OF ABSENCE WITH PAY

Jury Duty

A full time employee who is summoned to jury duty shall be granted time off with pay for the time actually spent on jury duty or. The employee must:

- Notify his/her supervisor of the summons immediately upon receipt and provide the summons to his/her supervisor with an estimate of the duration of the absence; and

- Report to the supervisor immediately upon the conclusion or continuance of such jury duty or court appearance.

The City may reschedule the working hours and days of work of a part time employee who is summoned to jury duty. If it is not feasible or practical to reschedule the employee's hours of work, the City shall grant the employee time off with pay for the time actually spent on jury duty.

All monies received by employee for such services shall be remitted to the City.

In order to receive time off with pay for jury duty, the employee must abide by the provisions contained above.

Court Appearance

If any employee is subpoenaed as a witness unrelated to City business, the City will grant the employee leave without pay or accrued PTO leave to the extent that the Department Head approves.

Conversely, if any employee is subpoenaed as a witness related to City business, the time spent as a witness will be hours worked.

Meetings

With prior approval, an employee may be granted leave with pay to attend professional meetings or conferences which contribute to the effectiveness of the employee's work performance.

Certifications

With prior approval, employees may be granted leave with pay while taking examinations before a Federal, State or County agency, provided such examinations are pertinent to his/her City employment.

Military Leave

1. Military Leave will be granted in accordance with Chapters 115 and 250.48 of Florida Statutes.
2. An employee in the United States Reserve Forces or the Florida National Guard will be granted Military Leave for training purposes with full pay and without loss of benefits.
   a. Such military leave will not exceed 17 calendar days in a calendar year.
   b. An employee assigned to active military duty for training in the United States Reserve Forces or the Florida National Guard will be granted military leave without pay for any period extending beyond 17 calendar days in a calendar year.
3. Employees who are service members in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence from their respective offices and duties to perform active military service. The first 30 days of any such leave of absence to be with full pay.
4. Employees who are service members of the Florida National Guard are entitled to leave of absence from their respective duty without loss of pay or time on all days during which the officer or employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida Statutes 250.28 or s. 252.36. Such leave with pay shall not exceed 30 days.
5. A request for military leave will be:
   a. Submitted to the department director.
   b. Accompanied by proper military orders.
6. An employee serving on a Military Leave of Absence will retain seniority and continuous service rights.

7.5 LEAVE OF ABSENCE WITHOUT PAY

Military Leave

An employee called to compulsory military service is automatically placed on leave pursuant to state and federal law for the duration of his/her military duty. Upon completion of such service such employee shall be reinstated in the position held at the time of entry into the service, at the same salary the employee would have received had such leave not been taken, based on the following conditions:

1. That the position has not been abolished or the term thereof, if limited, has not expired.
2. That the employee is physically and mentally able to perform the duties of such position. If requested, the employee shall submit to appropriate medical examinations at the City's expense to evaluate physical and mental capabilities.
3. That the employee makes written application for reinstatement to the City within applicable statutory time limits after termination of such service.
4. That the employee submits an honorable discharge or other form of release by proper military authority establishing satisfactory service. Upon such reinstatement, the employee shall have the same rights with respect to accrued

and future seniority status and other benefits of permanent full-time employment as if the employee had been actually employed during the time of such leave.

5. The City will abide by all laws and guidelines.

Scheduling Leave of Absence Without Pay

Leaves of absence without pay may be authorized by Department Directors with approval of the City Manager for periods not to exceed sixty (60) calendar days. With the exception of across the board raises, no wage increases, PTO leave or retirement benefits shall be accrued while an employee is on leave without pay. Employee will be responsible for the entire premium for health, dental and life insurance.

All leave without pay must be approved in advance. The employee must request leave without pay by submitting a leave request to their immediate supervisor who will indicate recommendation for approval or rejection and forward the leave request to the next level supervisor, etc., with the ultimate approval or rejection by the City Manager.

Employees must request leave without pay at the earliest possible date. Untimely requests may result in a delay of the starting date for the requested leave.

7.6 Domestic or Sexual Violence

The City is committed to promoting the autonomy, safety and health of our employees and to providing leadership in recognizing the impact of domestic and sexual violence on staff and in the workplace. The purpose of this policy is to detail the support available to staff who are victims of domestic or sexual violence, and to detail the disciplinary consequences to staff members who commit, threaten or have been held legally responsible for committing acts of domestic or sexual violence.

It is the policy of the City to provide support and assistance to employees who are experiencing domestic or sexual violence. This support includes: confidential means for coming forward for help, resource and referral information, additional security at the workplace, work schedule adjustments and leave necessary to address the impact of domestic or sexual violence. Written resource and referral information is available in languages understood by all employees. Other appropriate assistance will be provided based on individual need.

Confidentiality

The City will respect the confidentiality and autonomy of the adult experiencing domestic violence to direct his or her own life. However, in accordance with Florida law reporting for certain populations is required. All information relating to leave taken under this policy will be kept confidential to the extent allowed by Florida's public records law.

Leave Options for Employees Who Experience Domestic or Sexual Violence:

A. Any employee may take up to three work days of unpaid leave from work in any 12-month period if the employee, or a family or household member of the employee, is the victim of domestic or sexual violence, for the purpose of:

1. Seeking an injunction for protection against domestic violence, repeat violence, dating violence, or sexual violence.
2. Obtaining medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the domestic or sexual violence.
3. Obtaining services from any victim-services organization.
4. Making the employee's home secure from the perpetrator of the domestic or sexual violence, or seeking new housing.
5. Seeking legal assistance in addressing issues arising from the act of domestic or sexual violence, or attending and preparing for court-related proceedings arising from the act of domestic or sexual violence.

B. The employee seeking leave under this paragraph should follow ordinary procedures for leave requests, or, in instances where a request in advance is either impracticable or unsafe, the employee should call his/her supervisor as soon as possible to inform the supervisor regarding the reason for his/her absence. Employees are not required to exhaust accrued leave time in advance of seeking leave under this paragraph.

C. Requests for additional hours of leave, or for other purposes than those recited above, will be considered on an individual basis on consultation with the employee, her/his supervisor and the approval of the City Manager. Additional hours of leave, beyond the three work days of leave authorized above, may be taken as unpaid leave or as accrued leave.

D. The employee, supervisor and the City Manager are encouraged to explore whether any other paid options can be arranged, including schedule accommodations, which will help the employee cope with a domestic or sexual violence situation without having to take an unpaid leave.

Procedures for Employees with Performance Issues Related to Domestic Violence:

A. The City recognizes that people experiencing domestic or sexual violence may have performance or conduct problems such as repeated absences from work, or inability to concentrate on work tasks, as a result of abuse. When an employee is subject to disciplinary action discloses that the job performance or conduct problem is caused by domestic or sexual violence, a referral for appropriate assistance should be offered to the employee.

B. The supervisor, in collaboration with the employee and Department Director, should allow a reasonable time for the employee to obtain assistance regarding the domestic or sexual violence.

Disciplinary Procedures for Employees Who Commit Acts or Threats of Violence:

A. The City is committed to a workplace in which the perpetration of domestic or sexual violence is neither tolerated nor excused. Any physical assault or threat made by an employee while on City premises, during work hours or at a City sponsored event is a serious violation of City policy. This policy applies not only to acts against other employees, but to acts against all other persons, including intimate partners. Employees found to have violated this policy will be subject to disciplinary action, up to and including discharge.

B. Employees who are convicted of a crime as a result of domestic or sexual violence, or who are subject to a Domestic Violence, Dating Violence, Sexual Violence, or Repeat Violence injunction, may be subject to disciplinary action, up to and including discharge, depending on the circumstances.

C. The City understands that there is the possibility of wrongful conviction of assault in the case of victims of domestic violence, who act in self-defense. The City will consider the context of the conviction before deciding on disciplinary action or discharge.

7.7 LIFE INSURANCE

Life insurance may be provided to all permanent full time employees as determined by the City.

7.8 PENSION

General Employees

The City of High Springs offers a retirement plan through the Florida Retirement System (FRS) for all eligible employees. The City reserves the right to change and/or eliminate this plan. Employees should contact the City Clerk's Office for more information regarding the FRS.

7.9 DEFERRED COMPENSATION

Deferred Compensation is a voluntary plan which may be provided by the City to assist employees in providing an option for additional retirement benefits. The total contribution is tax deferred and paid for by the employee. Contact the City Clerk's Office for enrollment information.

7.10 VOTING

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose, upon notification and approval of their supervisor.

7.11 HEALTH INSURANCE

The City makes available comprehensive group insurance for medical, dental and vision for full time employees. The City's employer contribution rates will be determined annually by the City. The City shall make no contribution to dependent coverage. If an employee elects dependent coverage, the full group premium cost for dependents will be paid by the employee. The

dependent must fall within the City guidelines established for dependent coverage. Carrier and plan coverages are subject to modification at any time. Employees may temporarily extend health coverage at group rates upon separation in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA of 1985). Detailed provisions or current policies may be obtained from the City Clerk's Office.

Employees who retire may continue their group medical insurance coverage under the same terms and conditions of all then active city employees; provided, however, the retiree will pay the full premium for continued coverage.

All benefits granted in this section by the City are expressly conditioned upon budgetary consideration and subject to and limited by all of the rights granted to and reserved by the City, including the right to change and/or eliminate any and all benefits not required by law.

Additional benefits may be available at full cost to employees. Contact the City Clerk's Office to determine if any such additional benefits are offered.

SECTION 8 TRAINING AND DEVELOPMENT

8.1 Employee Education/Training:

The City encourages its employees to get job related advanced education and training in their respective fields of work. The City will assist employees with education and training under the following guidelines:

A. Mandated Training/Education - When the City requires an employee to participate in an education or training program, the City will bear the full costs of the employee's participation including: per diem, hourly pay, tuition, books, travel cost, etc, as it applies.

B. Voluntary Education - Employees may be reimbursed for tuition upon satisfactory completion of a pre-approved class at an accredited college or university. Reimbursement shall be based on availability of funds and in accordance with the following:

1. Application Procedure:
   a. The employee must submit a timely application to his/her supervisor prior to registering for the course. (Appendix A)
   c. Employee will only be reimbursed for the course if they are still employed by the City upon completion of the course.
   d. Employee must certify that they are not receiving any funds for reimbursement from any source other than the City of High Springs (i.e. grants or other source of financial aid, other than student loans).
   e. A grade of "C" or higher is required as a final grade for the course.
2. Reimbursement

a. No reimbursement will be made for an incomplete course and no employee will be reimbursed more than five hundred $500 dollars per fiscal year.

b. A pre-approved application form, accompanied by tuition receipt and evidence of satisfactory completion of the course with appropriate grade must be submitted through the City Manager to the Finance Department for reimbursement.

c. Reimbursement shall be as follows:
   i. Grade A or Pass in Pass/Fail = 100% reimbursement
   ii. Grade B = 90% reimbursement
   iii. Grade C = 80% reimbursement
   iv. Lower than C or failure = No reimbursement

Recipient agrees to remain in the employment of the City for a period of twelve months, other than by normal retirement or death, after completion of the course. In the event of voluntary resignation or involuntary termination, recipient authorizes The City to deduct required payback from payout of PTO and/or wages.

Tuition payback will be based on the amount of time remaining on your agreement as follows:

Months/Time Remaining	Amount Owed
12-9 months	100%
8-6 months	75%
5-3 months	50%
Less than 3 months	25%

SECTION 9 MEDICAL - ILLNESS OR INJURY

9.1 WORK RELATED INJURIES/WORKERS' COMPENSATION

All work related injury, regardless of severity, must be reported and documented whether medical treatment is waived or obtained by the employee. Any employee injured in the line of duty must make an immediate written report to the supervisor at the employee's first opportunity, regardless of the extent of the injury. The supervisor must report the injury to the City Clerk's Office immediately upon being advised that an injury to an employee has occurred.

In the event an employee refuses medical care, a signed statement to this effect should be obtained from the employee and submitted to the City Clerk's Office.

9.2 BENEFITS

An employee who misses work as a result of a work-related injury that is compensable under the Workers' Compensation Law, Chapter 440, Florida Statutes (or as subsequently amended), shall receive his/her normal salary for the time actually missed, up to a maximum of seven (7) calendar days, beginning with the date of injury. Injury time shall be cumulative and shall not exceed seven (7) calendar days.

This seven (7) calendar day benefit shall not be charged to the employee's accumulated PTO leave. Such leave shall continue to accrue during the initial seven (7) calendar day period of injury during the period of Workers' Compensation disability. PTO days earned shall be limited to amounts equal to one-third of those normally accrued. Once utilized, there will be no further accumulation of PTO leave.

If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day at the rate of 66-2/3% of the employee's gross salary (computed on the average weekly wage paid for the thirteen (13) weeks prior to the date of injury), in accordance with the Workers' Compensation Law (or with statutory provisions if subsequently amended). In addition, an employee may receive PTO leave, if applicable, equivalent to one-third (1/3) the scheduled daily hours for each day of eligibility under Workers' Compensation. However, in no case shall an employee's benefits exceed the total amount an employee would have been paid in the absence of injury.

FOLLOW-UP TREATMENT

Those employees, upon returning to work, requiring follow-up treatment due to a work related injury may be allowed time from work with pay for such treatment provided treatment is not reasonably available during non-working hours. Each absence from the work place, due to follow-up treatment, may not exceed three (3) hours. Time away from the work place, in excess of three (3) hours, will be charged to the employee's PTO leave.

Treatment must be prescribed and/or recommended by a City authorized physician, Workers' Compensation physician or approved medical treatment facility. The employee shall provide written documentation of the prescribed and/or recommended treatment to the Supervisor/Department Director. Department Directors shall have the responsibility of monitoring an employee's use of City time for follow-up treatment. An employee may be denied use of City time for such treatment if abuse is determined.

In the event an employee is injured on the job, the following procedures apply:

A. First aid should be applied for all minor injuries not requiring professional medical attention. Drug screening will be ordered at the supervisor's discretion as set forth in the Drug Free Workplace policy.

B. *NOTIFY YOUR SUPERVISOR.* If an injury has not been reported to a supervisor, there may be no coverage by the City's Workers Compensation insurance program. All treatment must be pre-authorized except in the case of a life-threatening emergency.

C. If medical treatment other than minor first aid treatment is needed, the employee shall be sent immediately to the City's designated Workers Compensation medical provider. Drug screening may be required by the City's Drug Free Workplace policy.

D. Call 9-1-1 for all injuries that are serious in nature. When in doubt about seriousness, call 9-1-1. Employees with serious injuries should be transported immediately for treatment. Drug screening shall be required by the City's Drug Free Workplace policy.

E. Supervisors must complete a Supervisor's Report of Injury/Illness Form and forward it to the City Clerk's Office along with a completed the First Report of Injury or Illness Form by the end of the supervisor's workday.

F. Supervisors or the Department Director must contact the City Clerk's Office. All inquiries concerning any accident are to be referred to the City Clerk's Office. The City Clerk will report all incidents to the insurance carrier.

G. All medical treatment subsequent to the initial treatment must be approved by the City's insurance carrier. Only approved medical providers can treat employees for on the job injuries. Treatment by an employee's personal physician must be approved prior to any treatment by the City's insurance carrier. Employees must notify their supervisor and City Clerk's Office of all follow-up medical appointments.

9.3 MODIFIED/LIGHT DUTY

The City, at its sole discretion, retains the right to offer an employee who sustains a work related illness or injury a temporary light duty or modified duty assignment for a period not to exceed 120 days. Such duty shall be in accord with the restrictions set forth by the authorized treating physician. Unless the attending physician specifically documents that the employee cannot perform light duty work, all employees will be required to perform light duty work. While there is no employee entitlement to light or modified duty, an employee who is offered such a temporary duty assignment and declines shall not be compensated for time off. Department Directors will assign all light duty work. The attending physician will document any physical or mental restrictions and when or if the employee can return to his/her regular work.

A. Definitions:

1. Light/Modified Duty – Temporary job assignment, if available, within or without the employee's regular department, as more fully described in section C below.
2. Lost Time – When an employee is taken off of work by the authorized treating provider or when an assessment by the injured employee's supervisor, the Department Director and the City Manager concludes that the employee's work restrictions cannot currently be accommodated.

B. Follow-up:

1. The injured employee shall attend all scheduled follow up medical appointments. If an injured employee cannot attend an appointment, he/she shall notify the insurance provider and the medical provider at least 24 hours before the appointment.
2. The injured employee should schedule appointments after his/her normal working hours. If this is not possible, the employee can attend the medical appointment during work hours. Only the actual time for travel and the appointment will be allowed. The employee must return to work if the workday has not ended.
3. Following any appointment for treatment of a workplace injury, the employee shall immediately contact his supervisor and provide current work status documentation. The supervisor will send the work status documentation to the City Clerk's Office.

C. Light/Modified Duty:

1. Relates to employees whose illness or injury was job related.
2. Injured employees are often returned to work on light duty with specific restrictions. If an employee is returned to work, the supervisor will not assign duties that are beyond the employee's restrictions. If an injured employee willfully violates his work restrictions, he/she may be subject to progressive discipline that may include termination.
3. Supervisors shall review the restrictions placed on the employee and determine the ability of the employee to perform any needed work. If the supervisor feels that the employee's restrictions cannot be reasonably accommodated, the employee shall be sent home and the City Clerk's Office notified. The City Clerk's Office will schedule an assessment of the employee's work capabilities.
    a. The injured employee's supervisor and the Department Director will conduct the assessment.
    b. If it is found that the employee's restrictions cannot be reasonably accommodated, the employee will be placed on lost time status pending further assessment of restrictions or another position becomes available.
4. The light duty program requires the participation of all injured employees who are released to perform light duty work by the Authorized Treating Provider. If an injured employee refuses to participate in the program, certain workers compensation benefits may cease.
5. While on light duty, the injured employee will receive the normal hourly rate of pay and benefits. Scheduled hours of work may be reduced.
6. Light duty is temporary and is not considered a permanent accommodation to a workplace injury.
7. A light duty assignment may not extend beyond 120 days. When an employee has been in a light duty assignment for 10 days, an assessment will be made by the employee's supervisor regarding the employee's progress.
8. When an employee has reached Maximum Medical Improvement (MMI) as determined by the Authorized Treating Provider, an assessment will be made regarding the employee's ability to return to regular job duties.
    a. The injured employee's supervisor and the Department Director will conduct the assessment.
    b. If it is found the employee cannot perform his/her regular job duties with or without reasonable accommodation, posted jobs will be reviewed to determine the employee's ability to work in other positions. If the employee is qualified and meets the minimum physical requirements for a posted job, he/she will be considered for that job. If selected for the job, salary will be determined according to compensation guidelines.
        i. If an employee refuses to accept an offered job, the employee will be terminated.
        ii. If a position is not available for the employee, the employee will be terminated.

D. Lost Time:

1. The injured employee in lost time status is to contact his supervisor a minimum of once a week (not including weekends and holidays), to update the supervisor on his/her condition.
2. The injured employee in lost time status may be required to return all City owned equipment to his/her supervisor.
3. Once the employee has been released to return to work, he/she will notify the supervisor immediately. Failing to do so may subject the employee to discipline.
4. The injured employee will not accumulate PTO time while in lost time status..
5. Lost time due to a workplace injury will count toward the employee's Family and Medical Leave Act (FMLA) entitlement.

9.4 FAMILY/MEDICAL LEAVE

1. General Eligibility

Eligible employees may take up to 12 weeks of unpaid, job-protected leave each year for specified family and medical reasons.

Employee Eligibility
To be eligible for family or medical leave, you must

a. have worked at least 12 months for the City;
b. and have worked at least 1,250 hours for the City over the previous 12 months.

2. Conditions Triggering Leave

Family and medical leave must involve one or more of the following reasons:

a. For the birth of a child, to care for a newly-born child, or placement of a child with the employee for adoption or foster care.

b. To care for an immediate family member (spouse, child, or employee's parent) with a serious health condition.

c. Because of the employee's serious health condition which makes the employee unable to perform the functions of the employee's job.

d. To manage qualifying exigencies when a qualifying family member serves in the National Guard or Reserves while such member is on active duty.

e. To care for a covered military service member that is your spouse, child, parent, or next of kin with a serious illness or injury incurred in the line of duty on active duty (called Military Caregiver Leave).

3. Duration of Leave

Eligible employees that incur one of the first four triggering conditions set forth above may receive up to 12 workweeks of unpaid leave during any "rolling" 12 month period, measured backward from the date of any family or medical leave. Family and medical leave involving the birth or placement of a child for adoption or foster care must be concluded within 12 months of the birth or placement. Eligible employees that qualify for Military Caregiver Leave are able to take up to 26 workweeks of leave in a single 12 month period.

a. You may take family and medical leave intermittently -- which means taking leave in blocks of time, or by reducing your normal weekly or daily work schedule -- whenever it is medically necessary to care for a seriously ill family member, or because you are seriously ill and unable to work. Intermittent leave is not permitted for birth of a child, to care for a newly-born child, or placement of a child for adoption or foster care.

b. Depending on the purpose of your leave request, you may choose (or the City may require you) to use accrued paid leave, if available, as a substitute for some or all of the family and medical leave.

4. Maintenance of Health Benefits

If you and/or your family participate in a group health plan, the City will maintain coverage under the plan during your family and medical leave. This coverage will be provided if you or your family were covered under the plan before the leave was taken and on the same terms as if you had continued to work. Where appropriate, you must make arrangements to pay your share of health plan premiums while on leave. In some instances, the City may recover premiums it paid to maintain health coverage for an employee and family.

5. Job Restoration

Upon returning from a family and medical leave, you will normally be restored to your original job, or to an equivalent job with equivalent pay, benefits, and other employment terms and conditions. In addition, your use of family and medical leave will not result in the loss of any employment benefit that you earned or were entitled to before using family and medical leave.

6. Notice and Medical Certification

When seeking family and medical leave, you must:

a. Provide 30 days advance notice of the need to take family and medical leave, if the need is foreseeable.

b. Abide by usual and customary call-in procedures for reporting an absence when significant advance notice cannot be provided.

c. Provide medical certifications supporting the need for leave due to a serious health condition affecting you or an immediate family member. Second or third medical opinions and periodic re-certifications at the City's expense may also be required. Any incomplete certifications will be returned to you with any such failures noted in writing and you will be provided with seven days to cure such deficiencies.

d. Such periodic reports as deemed appropriate during the leave regarding your status and intent to return to work.

e. Medical certification of fitness for duty before returning to work, if the leave was due to your serious health condition. You will be required to provide certification that you are able to perform the essential functions of your position. Furthermore, fitness for duty certification may be required during periods of intermittent leave if a reasonable job safety concern exists.

f. When leave is needed for a planned medical treatment for your own serious health condition or that of an immediate family member, you must try to schedule treatment so that it will not unduly disrupt the City's operation. Failure to comply with these requirements may result in delay or denial of leave.

7. Other Employment

Outside employment during your leave period is prohibited, and may result in disciplinary action, up to and including immediate termination of employment.

8. Exceeding FMLA Leave

Any employee who exceeds their FMLA entitlement may be subject to termination of employment.

9. Non-Contractual Nature Of This Policy

The duration of leave, availability of benefits, opportunity for job restoration, and other rights and privileges associated with FMLA Leave are limited by the requirements of applicable state and federal law. No express or implied contractual rights shall be inferred from this policy. The City reserves the right to modify this or any other policy, as necessary, in its sole discretion.

9.5 SAFETY PROGRAM

The City of High Springs is interested in the safety and well-being of every employee and the general public. It is the intent of the City to provide safe equipment, procedures, and surroundings for all employees. The City Manager shall be responsible for establishing and maintaining a comprehensive safety program.

SECTION 10 CODE OF CONDUCT

10.1 Code of Ethical Standards

A. Declaration of Policy:
To encourage employees to conscientiously maintain acceptably high ethical standards, the voters of Florida in 1976 approved Article II, Section 8, of the Florida Constitution entitled "Ethics in Government". In addition, the Florida Legislature enacted Florida Statutes Chapter 112, Part III, entitled "Code of Ethics for Public Officers and Employees". These provisions are general in nature and the Commission on Ethics, authorized by Section 8 of the Constitution and created by Florida Statutes, Chapter 112, encourages political subdivisions including municipalities to adopt ethical standards tailored to their particular needs. In accordance with these statutes and constitutional provisions, the City of High Springs hereby adopts this Code of Ethical Standards. Since it is neither desirable nor possible to list all possible activities that could result in a breach of the public trust, this code serves as a guideline and statement of policy. Each employee bears a personal responsibility for assessing his or her own compliance with these policies and procedures. The ethical connotations of every action shall be considered carefully and be directed toward enhancement rather than erosion of the public trust.

B. Administration of the Code of Ethics:
Where a question arises concerning whether or not any activity conforms to this Code of Ethics, the City Manager shall decide the question.

C. Fair and Equal Treatment:
Every employee must treat all citizens with courtesy, impartiality, fairness and equality under the law. No employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

D. Use of City Resources:
Use of City resources for other than City business is prohibited. Using City personnel, vehicles, equipment, material or funds (including expense accounts) for other than legitimate City business is prohibited and such prohibited use is considered a breach of ethics.

E. Conflict of Interest:
No employee shall solicit or accept free or discounted goods, services, prizes, gifts, favors, accommodations, entertainment, discounted loans or anything else of

value. This code must be read as proscribing the appearance of impropriety as well as actual conflicts of interest. No circumvention of this code is permitted by diverting free or discounted goods or services to family or associates of employees in order to avoid direct acceptance of gifts.

Exception: No breach of ethics is deemed to occur under the following circumstances:

i. Free or discounted goods, services, loans, premiums and gifts available to the general public are excepted. Discounts, loans, premiums or gifts offered to the general public or a representative group thereof (a representative public group shall not predominantly consist of public officers and employees) may be accepted by employees on the same terms as offered to the public, provided there is no evident intent to influence the decisions or performance standards of the employees in performing their official duties. (This exception is intended to permit participation in discounts offered to the public via coupons in newspapers and other publications, discount sales offered to the public, premiums and prizes offered certain open membership groups such as bank and credit cards and loans on terms offered to the public or to members of other credit unions, and the like, where no relationship exists between the official position of the recipient and the discounted goods or services received).

ii. Restricted exception to food and drink at meetings and public gatherings. Food and drink may be accepted infrequently by employees without breach of ethics providing there is no evident intent to influence official decisions or performance standards. (This exception is intended to permit attendance at breakfast, lunch and dinner meetings of organizations and committees and the like where the food is largely incidental to the occasion and expenditures per guest by the host are nominal).

iii. Promotional materials of inconsequential value are excepted. No breach of ethics occurs when the item accepted is unsolicited advertising promotional material or award and is of small resale value, such as a pen, pencil, note pad or calendar.

iv. Campaign contributions are excepted. No breach of ethics occurs when a campaign contribution is accepted and publicly reported in accordance with the applicable election laws.

v. Incentive and merit awards are excepted. If the City or any department, with the approval of the City Manager, offers or gives an award, prize, premium or such, no breach of ethics occurs when an employee accepts.

vi. Certain de minimis uses within the meaning set forth in the Internal Revenue Code.

F. Gratuities in General: Discretion and caution are recommended.

In accepting even nominal gifts, treats or benefits of any kind, all employees shall carefully refrain from incurring obligations expressed, implied or reasonably presumable by others. Therefore, ordinary discretion suggests a polite but firm refusal of even minor largess (including food or drink) from those having business relationships with the City, or from those who may be affected by the professional judgment and job performance of the gift recipient. This paragraph does not intend to inhibit normal gift giving among family and friends on festive occasions. It does aim to discourage business oriented or other gifts with even the subtlest connotations of reciprocal obligations that could be fulfilled with preferential treatment.

G. Contracts with the City:

Except for publicly recorded salary and benefits, no employee may receive any additional personal financial benefit (income, goods or service, or increase in equity or other value) from any transaction of the City, including contracts for construction and transactions for the sale or purchase of goods, services or real estate, except those indirect and incidental public benefits and conveniences accruing to all citizens under similar circumstances.

H. Policy or Legislative Matters before the City Commission:

Any employee who has a financial or other private interest in any matter before the City Commission requiring a decision and vote by the Commission or who contributes to the preparation, presentation or discussion of an official report or recommendation to the City Commission affecting such financial or other private interest shall disclose at the appropriate public meeting, orally or in writing, duly recorded in the minutes thereof, the nature and extent of such interest. This disclosure shall be made prior to any vote by the City Commission.

I. Penalties:

Violation of the provisions of this policy may result in disciplinary action, up to and including discharge.

Creed for Public Employee:

A. The public employee feels that the public business is respectable, efficient and honorable and that it is as essential as private business.
B. The public employee realizes that loyalty is the foundation upon which the public service rests. He/she speaks well of and stands by the City whose wages support him/her.
C. The public employee is governed by high ideals in his/her public and private activities in order that he/she may merit the respect and confidence of people with whom he/she works, and the public, which he/she serves. He/she is careful to conduct himself/herself, both on duty and off, so as to reflect credit upon the City.

D. The public employee renders efficient service to the best of his/her ability, for efficiency begets public confidence and assures economical operation of municipal activities.

E. The public employee is resourceful and considers it his/her duty to improve himself/herself continually, to increase his/her output of work and to expand the scope of his/her usefulness.

F. The public employee has a thorough knowledge of his/her own job and possesses a profound respect for its importance.

G. The public employee is tolerant of the opinions and conduct of others. He/she has a full recognition of the rights and honest misunderstandings of the average citizen and of his/her fellow employees.

H. The public employee believes that a dual responsibility exists between him/her and the municipal government. Since the City is responsible for the payment of adequate wages, fair labor relation policies and job security, the obligation rests upon him/her to render honest, efficient and economical service in the performance of his/her duties.

I. The public employee is courteous, pleasant and tactful in his/her contacts with the public and fellow employees, for courtesy builds good will that money cannot purchase.

J. The public employee recognizes that the chief function of government is to serve the best interest of all persons all the time.

10.2 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures which govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

10.3 PERSONAL CONDUCT:

A. All persons employed by the City must remain constantly aware of the responsibility to the public and of the fact that they are representatives of the City. It is expected that conduct and appearance shall be commensurate with the position held. Employees will be respectful and courteous to the citizens of this community and others that they may come in contact with during the course of their duties.

B. City employees are frequently called upon to express opinions and to provide information concerning the City government, its operations and its policies. Expressions of opinions shall be carefully weighed in the light of the probable effect and shall be based upon facts within the personal knowledge of the employee. A City employee is not deprived of the rights of citizenship which affords the right of free speech but shall be keenly aware of responsibilities and privileges as an employee of the City and understand that personal opinions will often be interpreted by others as representing the official position of the City.

C. Employees shall be informed concerning the policies and operations of City government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question is far superior to an incorrect answer, but, if the situation requires it, the employee, under such circumstances, shall refer the questioner to the proper source of information or obtain actual facts and inform the person making the inquiry.

D. Employees are to refrain from repeating rumors and from creating dissension within the organization.

10.4 NO SOLICITATION/DISTRIBUTION:

Solicitation on City property causes employees to neglect their own work and interferes with the work of fellow employees. The following rules shall apply to solicitation or distribution of literature by employees on City property:

A. There shall be no solicitation during working time.

B. There shall be no distribution of literature during working time or any other time in any working area. "Working time" means time designated for performing actual job duties, either by the person soliciting or distributing literature or the person being solicited or receiving literature.

C. Examples of "solicitation" include, but are not limited to, solicitations for magazines or periodical subscriptions, political contributions or membership in organizations. Examples of "distribution" include, but are not limited to, distribution of political literature, subscription forms or informational bulletins. Any such violation by an employee is grounds for disciplinary action, up to and including discharge.

D. Persons not employed by the City are forbidden from coming on City property to solicit or distribute material for any reason. All employees shall immediately report to their supervisor any solicitation or distribution of literature in violation of this rule by non-employees.

10.5 DISCLOSURE OF INFORMATION:

Except as otherwise required by public records laws, Information which is obtained in the course of official duties shall not be released by any employee unless the employee is charged with this responsibility as a part of his/her official duties. Employees may not, either directly or indirectly, use their official positions with the City or information obtained in connection with their employment for private gain or personal benefit.

10.6 OFFENSES OR VIOLATIONS OF LAW

Employees who are arrested, issued a criminal summons, issued a notice to appear, issued a criminal citation, or have their driver's license suspended, have an active warrant(s) or capiases against them, or are involved in a civil proceeding against the City will immediately notify their supervisor of the event and circumstances involved.

An employee in a driving position whose driver's license is revoked shall be terminated or, at the option of the City Manager, may be placed in a non-driving position under whatever conditions the City Manager considers appropriate, including disciplinary action.

An employee in a driving position whose driver's license is suspended shall be subject to disciplinary action, and if not terminated, may at the option of the City Manager, be placed in a non-driving position and shall not be allowed to hold a driving position until his/her driving record has not been charged with any additional points from the date of the suspension.

Return to a driving position above shall be at the discretion of the City Manager.

10.7 PROMOTION OF PRIVATE BUSINESS

Employees are prohibited from promoting or conducting personal or private business for gain or personal benefit on City time or using City owned resources or equipment.

10.8 POLITICAL ACTIVITY RESTRICTIONS

It is the City's intent to promote more efficient public service by relieving public employees of political pressure and to protect against a clear, substantial, and direct threat to the efficiency, integrity, or morale of City employees, by regulating the political activities of its employees subject to city policies:

A. No City employee shall use his/her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.

B. No City employee shall directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his salary, or any money or anything else of value to any party, committee, organization, agency or person for political purposes. Contributions which are strictly voluntary in nature for political purposes, are permitted.

C. No City employee shall directly or indirectly coerce or attempt to coerce, command or advise any such officer or employee as to where he might purchase commodities or to interfere in any other way with the personal right of said officer or employee.

D. All employees retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.

E. Employees may express opinions on candidates or issues and participate in political campaigns only during off duty hours. No employee can take part in any political campaign while on duty, or within any period of time during which the employee is expected to perform services for which the employee receives compensation from the city.

extent to which the lower-level employee feels free to choose whether or not to engage in such relationships. It is not the City's intention to attempt to legislate social behavior within the City. We do, however, recognize that encouraging and developing close social relationships, including dating, with employees makes any supervisor's job more difficult. Therefore, supervisors must refrain from dating and developing close romantic and/or sexual relationships with employees under their supervision. If a social relationship of this nature does develop the supervisor/subordinate role will be immediately resolved. The resolution may include transfer to another department or another option as deemed most appropriate by the City Manager and Department Director. This option may include discipline up to and including termination.

Individuals Covered Under the Policy

This policy applies to all applicants and employees whether related to conduct engaged in by fellow employees, supervisors, managers, or someone not directly connected to the City (e.g., an outside vendor, consultant, client, and volunteers).

Reporting an Incident of Harassment

The City encourages reporting all perceived incidents of harassment, regardless of the offender's identity or position. Individuals who believe they have been the victims of harassment shall discuss their concerns with either their immediate supervisor or the City Manager.

Complaint Procedure

The City strongly encourages individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome. Notifying the offender, however, is not a required first step. Any person who feels that he or she is being harassed must immediately report the offensive conduct to his or her direct supervisor. However, if the employee's direct supervisor is in any way involved in the alleged inappropriate behavior or is unavailable, the employee should report the conduct directly to the City Manager. If the City Manager is involved in the behavior, immediately contact the Mayor, and the City Attorney. The complainant may also report the incident(s) to the EEOC.

Notification of Appropriate Staff

As noted above, individuals who believe they have been the victim of harassment or believe they have witnessed harassment shall discuss their concerns with either their immediate supervisor or the City Manager or designee. If a supervisor receives information regarding harassment, the supervisor is obligated to report it immediately to the City Manager or designee.

Timeliness in Reporting Harassment

The City encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Therefore, while no fixed reporting period had been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment.

Investigatory Process

Any reported allegations of harassment will be investigated promptly. The investigation may include individual interviews with the complaining employee, the alleged offender involved and, where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. The complaint and investigation will be handled with sensitivity and, to the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the investigatory process.

Protection Against Retaliation

The City will not tolerate retaliation against an individual for reporting harassment or assisting in providing information relevant to a claim of harassment. Retaliation is a serious violation of this policy and will be treated with the same strict discipline as would the harassment itself. Acts of retaliation shall be reported immediately in accordance with this policy and will be promptly investigated.

Responsive Action

Misconduct constituting harassment will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, and disciplinary actions such as warnings, reprimands, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, compensation adjustments, or termination, as the City may believe appropriate under the circumstances. If the party to a complaint does not agree with its resolution that party may file written comments with the City Manager.

False Complaints

False and malicious complaints of harassment, as opposed to complaints which, even if erroneous, are made in good faith, may result in appropriate disciplinary action.

10.10 SMOKE FREE WORKPLACE

Employees will not smoke or use any tobacco products in any City vehicle or City building and will not smoke or use any tobacco product in any city, county, state or federal building where same is prohibited. Employees will not smoke, or in any way use smokeless tobacco products, when actively engaged in public contact work or when within 50 feet of an entrance or exit to any City building.

10.11 EMPLOYEES SERVING ON BOARDS AND COMMITTEES

Unless required by State Statute, City charter, or other applicable law, no employee shall serve as a member of any advisory, quasilegislative, quasi-judicial, or administrative Board or Committee of the City.

City Boards and Committees carry out important functions which must be accomplished without bias, prejudice, or conflicts of interest, especially on matters affecting employees. Employees likewise provide valuable service to the City, and proper channels of communication exist for

them to express their preferences and concerns. Employee membership on official boards and committees of the City tend to violate the organizational structure/chain of command, compromise the neutrality of city boards and committees, and detract from the employee's dedication and commitment to perform assigned duties.

SECTION 11 USE OF COMMUNICATION AND COMPUTER SYSTEMS

11.01 Policy Statement

This policy contains guidelines for the use, access, and disclosure of communications (including, among other things, telephone, mail, photocopiers, e-mail, voice mail, desk and laptop computers, pagers, mobile phones, faxes or facsimiles, internet and intranet) sent or received by employees using any City provided communication or computer systems (systems).

11.02 Confidentiality and Acceptable Systems Usage

A. The City systems are intended for City business only. All information transmitted or stored in City systems is the sole and exclusive property of the City. Such information may not be disclosed to any person outside City government nor may any such information be removed from City premises without the express permission of the City Clerk and pursuant to public record laws. Employees are strictly prohibited without prior authorization from accessing, reading and copying data or information stored in the systems and from accessing, reading and copying communications not directed to them. All systems messages are City of High Springs records. No message or communication is private.

B. Management's Right to Access Information.

Our computer, telephone, and communication hardware and software systems have been installed and are used to facilitate business communications. Although each employee has an individual password to access these systems, they belong to the City and the contents of all communications are accessible by management for any business purpose. The City reserves the right to monitor, and will periodically monitor, its systems in order to ensure compliance with this Policy. Employees are strictly prohibited from placing personal passwords on any City system for the purpose of preventing such monitoring. Employees should not consider any materials transmitted or stored in City systems to be private.

11.03 Personal Use of the City Communication and Computer Systems

A. General Usage

Because personal communications can be accessed without prior notice, employees should not use City systems to transmit any messages, or to access any information, which they would not want a third party to see. Although incidental and occasional personal use of City systems is permitted, any such personal use will be treated the same as all other communications under this Policy. However,

employees are at all times restricted to de minimis use in accessing or downloading information from the Internet for personal use.

B. Wireless Policy (Phone and Tablet)

All City-provided mobile phone services and equipment are subject to the approval of department directors or their designee

1. Usage Policy

The City of High Springs audits all City-provided mobile phone services (voice minutes used, text messages sent/received, and data service use) which include a review of the monthly billing by the individual's supervisor.

Most wireless transmissions are not secure. Therefore, individuals using wireless services should use discretion in relaying confidential information. Reasonable precautions should be made to prevent equipment theft and vandalism to City issued mobile phones.

2. Personal Use of City-Provided Mobile Phones

The City of High Springs issues mobile phones or provides a monthly mobile phone stipend to allow efficient and cost effective execution of City business. Any extra costs incurred, above what the City would normally pay, for such personal use to be reimbursed to the City according to paragraph 5 below.

3. Shared and Vehicle-Installed City-Provided Mobile phones

Where a City-provided mobile phone is assigned to more than one individual, all individuals who make or receive personal calls on such phones shall make a record of such calls to assist in reconciling the mobile phone bill.

4. City paid monthly stipend for use of personal Mobile Phones (Exempt Employees only)

At the City Managers discretion employees who would otherwise be provided with a City issued mobile phone can request to receive a monthly stipend for using their personal mobile phone for City business. The monthly stipend is paid through the payroll system as a taxable benefit, and the amount of the monthly stipend is based on one of three plan options as determined appropriate by the employee's director, or designee:

A. Phone only	$45 / month
B. Data plan	$60 / month
C. Phone with data	$85 / month

Stipend amounts for data plan and phone with data factor in a device replacement cost.

Employees who receive a monthly stipend agree to purchase a device that meets the City's technical standards, adhere to the City's Smart Phone policy and use their personal phone for City business (Smartphone Policy "APPENDIX B.")

5. Reimbursing the City for Personal Calls

Individuals who use City-provided mobile phones for personal use (calls or text messages) are responsible for reimbursing the costs associated with the personal use. The amount of the reimbursement to the City will be equal to the increase in monthly charges to the City caused by the personal calls.

11.04 Prohibited Use and Content of Communications

Employees may not use City Systems in any way that may be seen as insulting, disruptive, offensive or harmful to morale. Examples of prohibited, non-business purposes include, but are not limited to:

A. Conveying insensitive, improper, derogatory, insulting, threatening or harassing language or remarks, or sexually-explicit messages, cartoons, jokes, or other potentially offensive material.

B. Sending propositions, love letters or any other message that could be construed to be harassment or disparagement of others in violation of our policy against harassment.

C. Writing personal letters, resumes or other documents unrelated to City business;

D. Running computer games or other personal software or copy such software.

E. Using City Systems as a forum for gossip or personal communication.

This section or others set forth in this chapter are not intended to restrict or impede the use of the System as a part of a legal and authorized law enforcement or internal personnel investigation or inquiry.

11.05 Password and Encryption Key Security and Integrity

All Systems passwords and encryption keys must be available to the City at all times. Additionally, employees may not use passwords that are unknown to their supervisor, nor may they install encryption programs without first turning over encryption keys to their supervisor. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees.

11.06 Software, Personal Disks and Networking

Computer software, whether purchased, developed, or modified by the City, may not be downloaded, copied, reproduced, altered or appropriated by employees without prior City authorization. Any such computer software is the property of the City and may not be copied or appropriated by employees for personal use during employment with the City or upon separation. Employees shall be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights. Copyright infringement is punishable by fines and/or imprisonment.

11.07 Photocopier

The photocopier is acquired, maintained and operated at City expense. Use for other than City business is prohibited. A supervisor may approve occasional *de minimis* use.

11.08 Additional Security Requirements

A. Employees shall be aware that the Internet does not guarantee the privacy and confidentiality of transactions or e-mail transmissions. Therefore, sensitive material transferred over the Internet or e-mail may be at risk of detection by a third party. Employees must exercise caution and care when transferring such information.

B. Any authorized files or software that are downloaded from the Internet or acquired from outside sources, including any files that have been accessed or manipulated on home computers or received as attachments to e-mail, must be scanned with a virus detection software before installation, execution or use of the file or software on to any City computers. All appropriate precautions shall be taken to detect a virus and, if necessary, prevent its spread.

C. Alternative Internet Service Provider connections to the City internal network are not permitted unless expressly authorized and properly protected by a firewall or other appropriate security device(s).

D. Employees shall notify their immediate supervisor upon learning of violations of this policy. Violations could result in discipline up to and including termination.

11.09 Social Networking Sites

The City recognizes the use of social networking sites such as Facebook, Twitter, or any other similar program has grown in popularity in recent years. The employee acknowledges and recognizes that the use of any website to post or distribute any information considered detrimental or harmful to the City, its employee, its citizens or any other person or entity is grounds for immediate termination. This includes all postings that are made, including those both during and after normal work hours. Examples of such inappropriate postings include photographs of the employee and other employees engaged in sexual activity, under the influence of alcohol or drugs, or engaged in other unbecoming behavior; comments reflecting negatively about the City, peers, supervisors, leadership or others; and all other content that opposes the mission and purpose of the City.

Section 12 DISCIPLINARY ACTION

12.01 Administration

A. It is the intent of the City of High Springs to follow a policy of progressive discipline for employees and supervisors that emphasizes personal choices that lead to good decision making and accountability. However, the City recognizes that each instance differs in many respects from somewhat similar situations and the City retains the right to treat each occurrence as an individual event without creating a precedent for other cases which may arise in the future. While it is the City's intent to normally follow progressive discipline, some conduct or behavior by its nature may warrant immediate dismissal.

B. Coaching and counseling are the expected methods for supervisors to use in discussing a problem with an employee in the areas of work performance, conduct, safety or work habits.

C. The objective of such counseling and coaching is to help an employee recognize that a problem exists, to develop effective solutions to the problem, while, at the same time, reinforcing and building the employee's commitment to the City.

12.02 TYPES OF OFFENSES

There are two (2) groups of example offenses for which employees may be disciplined up to and including termination and the guidelines for recommended penalties for those examples for unacceptable conduct are set forth below. Nothing herein shall be construed to limit disciplinary action to the sample offenses enumerated below, and suspension without pay, demotion or termination may be for any just cause as determined by the City Manager.

This paragraph provides recommended, but not mandatory penalties to apply to the specific example offenses listed here; however, the penalty utilized shall be discretionary with management in all matters of discipline and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline.

GROUP 1 OFFENSES

First Offense – Verbal or Written Reprimand
Second Offense – Up to ten (10) days suspension without pay
Third Offense – Up to and including termination

1. Not performing or refusal to perform assigned tasks, wasting time or leaving assigned work area during working hours without permission.

2. Taking more than allowable times for meal or rest periods.

3. Unacceptable productivity or incompetency.

4. Sleeping on the job unless authorized to do so.

5. Reporting to work or working while unfit for duty, either mentally or physically, unless the condition is a legally recognized disability in which case the matter will be dealt with in accordance with applicable law.

6. Violating a safety rule or practice or not wearing required safety clothing or equipment.

7. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the work of others, or other disorderly conduct.

8. Failure to report the loss of City equipment or other City property entrusted to the employee's custody.

9. Failure to keep the City and department notified of the employee's current proper address and telephone number.

10. Gambling or engaging in any other game of chance in any fashion that brings disrepute upon the City.

11. Violation of published City or departmental policies, rules, standards, orders, operating procedures or regulations.

12. Unexcused tardiness or absence.

13. Failure to report an on-the-job accident or personal injury.

14. Violation of the Code of Conduct.

GROUP II OFFENSES

First Offense – Up to and including termination

1. Conviction of a criminal offense.

2. Excessive tardiness and/or absenteeism.

3. Abuse of leave privileges.

4. Use of official position for personal advantage.

5. Deliberately or negligently misusing, destroying, losing or damaging any City property or property of an employee.

6. Falsification of personnel, City, or Departmental records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, or document.

7. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, workers' compensation, or any other benefit.

8. Insubordination or the refusal to perform work assigned, or to comply with written or verbal instructions of a supervisor.

9. Unless authorized, the use, possession or display of firearms, explosives, or weapons on or in City property.

10. Removal or theft of City property or any employee's property from City locations without proper authorization.

11. Failure to return at the end of an authorized leave of absence.

12. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.

13. Absent without permission or leave (AWOL).

14. Acceptance of a gift, service, or anything of value in the performance of duty or under any other circumstances where the employee knew or should have known it was given with an expectancy of obtaining a service or favored treatment.

15. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, on City property, or while operating or riding in or on City equipment.

16. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City.

17. On or off the job conduct which adversely affects the ability of the employee to perform his duties and/or adversely affects the efficient operation of the City government or any department, division, or area of City government.

18. Discourteous, insulting, abusive, or inflammatory language or conduct toward the public or co-workers.

19. Improper racial or sexual comments, harassment or acts directed to any City employee or the general public.

20. Threatening, intimidating, coercing or interfering with, fellow employees or supervisors at any time.

21. Provoking or instigating a fight or fighting while on duty.

22. Unauthorized personal use of the exempt tax number for any reason.

23. Accepting a bribe or gratuity, committing an illegal act or accepting a gratuity while performing the normal duties as a City employee.

24. Failure to report in writing an offer of a bribe or gratuity to permit an illegal act.

25. Communicating or imparting confidential information either in writing or verbally to any unauthorized person.

26. Failure to possess and maintain a current and valid state motor vehicle operator's license, if driving a vehicle is required by the City as an essential part of the employee's job.

27. Failure to report a DUI or license suspension when the employee drives a vehicle as a condition of their normal job.

28. Loss of a license or certification required by the City, the State, or other entity to perform the job for which the employee is assigned.

The above list does not include all of the reasons for which an employee may be subjected to disciplinary action, but as stated earlier, is intended to provide examples of inappropriate conduct.

12.03 Disciplinary Action:

A. An employee may be given an oral warning/counseling, written warning, demotion, suspension or may be terminated when the employee's work or misconduct so warrants.
B. In all cases the employee shall be notified of the action taken and the effective date of the action.
C. Employees may be disciplined for actions including, but not limited to, violations of the Code of Conduct contained in these rules. In addition to the general offenses listed, infraction of departmental directives or rules and regulations will subject the employee to disciplinary action.
D. Where disciplinary action may result in demotion, reduction in pay, suspension or dismissal, the Department Director/Supervisor shall first notify the City Manager before taking action.

12.04 Types of Discipline

The following shall serve as a guide in aiding supervisors and employees in the disciplinary process:

A. Oral Warning/Counseling

Whenever an employee's performance, attitude, work habits, or personal conduct at any time falls below a desirable level, supervisors shall inform the employee promptly and specifically of such lapses and give counsel and assistance. If

appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary measures.

This type of discipline shall be applied to an infraction of a relatively minor degree or to situations where the employee's performance needs to be discussed. The oral instruction shall be given in private. The employee shall be informed that the supervisor is ensuring an oral instruction, that the employee is given an opportunity to correct the condition and that, if the condition is not corrected, the employee may be subject to more severe disciplinary action. This puts the employee on formal notice that he/she is not meeting standards.

B. Written Reprimand

In situations where an oral warning/counseling has not resulted in the expected improvement, a written reprimand may be issued defining the nature of the infraction under the rules.

This reprimand will be issued in the event the employee continues to disregard an oral instruction and repeats the offense or for first time violations of a more serious nature. The notice shall state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline. Written reprimands must be issued within a reasonable time after the occurrence of the violation claimed by the supervisor unless there is cause for a reasonable delay due to employee or supervisor unavailability. The written reprimand will be given to the employee and a copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand.

A written reprimand documents what employee actions are not acceptable and what changes in performance or demeanor are expected. It is used when a serious problem occurs or a problem is made serious by reoccurrences. The employee will sign this form acknowledging understanding and willingness to comply with the proper policies and procedures. Any failure to sign will be noted and both documents filed appropriately. A copy of the form will be given to the employee and a copy placed in his/her personnel file. An employee reprimand is not grievable; however, a rebuttal from the employee may be attached to the employee reprimand.

C. Demotion

Any Department Director, with the approval of the city manager, may demote an employee to a lower pay grade with a decrease in salary and job responsibilities, as appropriate, for such time as is necessary to correct deficiencies in job performance or job qualifications. The duration of such demotion and reduction in pay and responsibilities may be temporary or permanent, as appropriate under the circumstances. A permanently demoted employee is entitled to advance under the pay plan as any other employee based upon job performance.

D. Suspension

A Department Director may recommend suspension for an employee without pay for violation of department rules or other disciplinary reasons. All suspensions must be in writing by the Department Director in accordance with administrative policies.

The length of suspension without pay may vary according to the severity of the incident and will be determined by the Department Director in a recommendation to the City Manager based on the facts of the case. This form shall be signed by the employee acknowledging receipt of a copy. Any failure to sign will be noted and both documents filed appropriately.

E. Terminations

1. Voluntary Terminations (Resignation)

Employees who wish to depart the City service in good standing shall file with the Department Director a written resignation stating the reasons for voluntarily terminating and giving the date of termination. Unless waived by the City, non-exempt employees shall give a minimum of two weeks written notice and exempt employees shall give a minimum of 30 days, in order to resign from City service in good standing. Failure to comply with this provision may be cause for denying such employee future employment with the City and may cause loss of leave payouts. PTO time shall not be considered to be a part of this notification period.

2. Involuntary Terminations

Employees who are involuntarily terminated from the City shall be given written notice of their termination by the Department Director in accordance with administrative policies promulgated by the City Manager.

Any employee may seek review of termination under this section by proceeding directly to step 3 of the grievance procedures.

a. Layoffs

The City Manager or designated Department Director may lay off any employee of the City whenever such action becomes necessary by reason of a shortage of work or funds, the abolishment of a position or other changes in organization.

12.05 PREDETERMINATION HEARING

An employee will be offered a pre-determination hearing prior to any involuntary termination. All such decisions must have the concurrence of the City Manager.

Prior to any involuntary termination of employment, the affected employee will receive written notice of proposed action, which shall include a statement of the reasons for such action. The affected employee will thereafter have the opportunity to respond in writing to the proposed action and the reason therefore, and to respond orally to such matters before the person having the responsibility for making the decision.

Following completion of the pre-determination hearing and concurrence of the City Manager, the person responsible for the decision will notify the affected employee in writing of the decision.

12.06 Name Clearing Hearing:

When a non-permanent City employee (e.g., part-time, temporary, probationary) is terminated and the employee contends that in relation to the termination, false statements that are damaging to the employees reputation have been made public, the employee will have an opportunity to clear his/her name by responding to the statements. These procedures will not serve as an appeal of any disciplinary action or to gain reinstatement.

12.07. Absences

No employee, temporary or regular, may absent himself from his job without notifying the immediate supervisor in accordance with City policies. Failure to comply with this requirement may result in disciplinary action. Failure to notify the immediate supervisor of absence for three consecutive working days shall constitute a voluntary termination without appropriate notice effective the last day worked.

12.08 Exit Interviews

It is the policy of the City to determine why employees leave the City. An exit interview will be scheduled by the City Manager for the purpose of determining the cause and possible solutions to turnover of City personnel.

SECTION 13 Grievance Policy

13.01 Policy

All employees serve at the will and pleasure of the City throughout the course of their employment and may be terminated at any time, with or without cause. The City, nevertheless, wishes to alleviate employee concern about arbitrary termination or discipline. While recognizing that all employees of the City are at will and can be separated with or without cause, this grievance procedure is nonetheless established to provide full opportunity to an employee to bring a disciplinary matter that he or she may have to the attention of management.

The City will try to resolve problems as they arise. However, it is recognized that grievances may arise. The submission of a grievance by an employee shall not adversely affect the employee or his/her employment with the City. Newly hired probationary employees have no right to file a grievance in connection with a discharge or other discipline imposed during his or her probationary period, except a name clearing hearing for discipline of a stigmatizing nature. Oral warnings are also not subject to the grievance process. Accordingly, and in the interest of fostering good labor relations, any regular City employee who is discharged for misconduct or otherwise disciplined may question the discharge or other disciplinary action through the grievance procedure.

13.02 Definition of a Grievance

A grievance is any disciplinary dispute or conflict between the aggrieved employee and other party(s) involved in a conflict that does not include matters regulated by federal, state or municipal law. Grievances handled under this procedure shall be restricted to matters in which the designated city administrator has the authority and discretion to resolve.

13.03 Procedure for filing a Grievance

An employee may file a grievance to register a complaint, to solve a problem, to redress an alleged wrong, or to modify or question any disciplinary action including, but not limited to, suspension or dismissal. Oral warnings are not subject to this process. In order to assure every employee a method in which he/she can get a particular grievance considered rapidly, fairly and without reprisal, the following steps are provided:

Step 1

The employee shall orally discuss and explain the grievance with the immediate supervisor who may call higher-level supervision into the discussion in an effort to achieve a prompt and satisfactory resolution. The immediate supervisor will make a decision and notify the employee within five (5) business days after the discussion with the employee. The employee must initiate step 1 within five (5) business days after the effective date of the action or event being questioned.

Step 2

If the employee feels that the matter has not been settled or adjusted satisfactorily by the immediate supervisor, the matter may be submitted in writing to the Department Director within five (5) business days of the employee receiving notice of the supervisor's decision. Within five (5) business days after receiving the written grievance, the Department Director must reply to the grievance in writing.

Step 3

If the grievance is not resolved to the satisfaction of the employee by the decision of the Department Director, the employee may submit the issue, in writing to the City Manager within five (5) business days after the Step 2 written answer is received or termination pursuant City policy. The City Manager may, at his/her discretion, schedule a supplementary meeting with the

employee and/or Department Director. The employee will be notified in writing within five (5) business days of the decision of the City Manager, unless the time is extended pursuant to 13.04. The City Manager may seek the counsel of any other City official or employee for information, interpretations, comments and guidance in arriving at a fair, equitable and just decision of the issue for both the employee and the City. The decision of the City Manager in this grievance procedure shall be final and binding, unless otherwise provided for in labor agreements.

13.04 General Provisions of Grievance Procedures

The time limits of this grievance procedure may be extended by the City Manager due to illness, PTO, business trips, emergency or other reasonable cause. If an extension is required, the employee will be notified. Under this grievance procedure, the employee and the City have the opportunity to call witnesses and be represented by legal counsel. If the grieving employee's immediate supervisor is a Department Director, the procedure shall follow the procedure outlined above, omitting step 2. In cases where a grievance involves a Department Director, said grievance shall proceed directly to Step 3.

Any grievance not submitted and processed by an employee within the time limits provided above shall be considered abandoned and barred for all purposes. Any grievance not answered by the City within the time limits provided above shall be considered denied. The employee may then proceed to the next step.

The aggrieved employee and any other employee(s) required to participate in a grievance hearing during their scheduled working hours shall be compensated at their regular rate of pay; however, no compensation shall be made for participation during an employee's non-work hours.

An employee electing to use this grievance procedure expressly waives any further statutory, constitutional, or common law right to pursue a matter being grieved in any other form to the extent permitted by law.

Decisions shall not be construed to be precedent setting in any other case(s).

SECTION 14 Guns, Weapons and Dangerous Materials

It is City policy to strictly prohibit any employee, vendor or member of the public from carrying any sort of weapon or dangerous device into our offices or workplace areas. Employees are permitted to bring legal weapons in their vehicles into our parking lots if they remain locked and secured within such vehicle and the employee maintains a current and legal permit to carry the weapon. Such legal weapons may not be used for any inappropriate or illegal use. No material, whether liquid, solid, gas or combination, which can or does cause harm to person or property shall be brought on or near City property by any employee. Any violation of this policy will result in immediate termination of such employee as well as other legal action, including criminal prosecution, when appropriate.

SECTION 15 Drug Free Workplace Policy

15.01 Purpose

The City holds the safety and health of its employees and the public in highest regard. Employees are expected and required to report to work on time and in appropriate mental and physical condition. In addition, public employees are entrusted with public resources and by the nature of their jobs affect the health, safety and welfare of citizens.

Drug and alcohol abuse is a tremendous problem in our society from a legal, economic, social, medical, political and managerial perspective. Substance abuse results in increased absenteeism, tardiness, on-the-job accidents and is a potential danger to fellow employees and the public. In accordance with the Federal Drug-Free Workplace Act of 1988, unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, illegal drug, or use of alcoholic beverages is prohibited.

In order to comply with the Drug-Free Workplace requirements, the City has established a drug free workplace policy. Action will be taken against employees for violation of such policy.

15.02 Policy

It is a standard of conduct that no City employee shall report to work with the presence of illegal drugs or alcohol in his or her body. It is also a violation of City policy for any employee to possess, sell, trade, or offer for sale illegal drugs or drug paraphernalia, or otherwise engage in the use of alcohol, intoxicants, or illegal drugs on the job, on City property, or in City vehicles. The off-duty manufacture, possession, use, purchase, or distribution of illegal drugs or mind-altering or controlled substances is also prohibited. Nothing in this policy precludes the appropriate use of legally prescribed medications. However, it is a violation of City policy for any employee to use prescription drugs illegally or to misuse or abuse such drugs. If you are taking prescription or nonprescription drugs which could affect your ability to perform your job in a safe and efficient manner, you must notify your supervisor of this fact when you report to work. It is the employee's responsibility to determine and know the effect of any legal drugs he or she ingests.

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination, even for the first offense.

15.03 Definitions

A. "Legal Drug" – Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

B. "Illegal Drug" – Any drug which is not legally obtainable, which may be legally obtainable but has not been legally obtained, or which is being used in a manner or for a purpose other than as prescribed or manufactured.

15.04 Drug Testing

A. Applicants

All job applicants will undergo illegal drug testing as a condition for employment. Any applicant with a positive test result will be denied employment for a period of twelve (12) months. Any applicant who refuses drug testing will not be considered for employment.

B. Employees

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It is a condition of employment for all employees to submit to a drug screen as follows:

1. When involved in, causing, or contributing to an accident while at work, while on City property, or while in a City vehicle. "Accident" includes injury to person(s) and/or damage to vehicles, equipment or property (As defined by City drug testing matrix).
2. When there is reasonable suspicion to believe an employee is using or has used illegal drugs or is abusing or has abused alcohol. Circumstances that are considered reasonably suspicious include:

    a. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
    b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
    c. A report of drug use provided by a reliable and credible source and independently corroborated.
    d. Evidence that an employee has tampered with a drug test during his or her employment with the City.
    e. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating a City vehicle, machinery or equipment.
3. As a follow-up to an employee assistance or drug rehabilitation program. Testing will be conducted at least once a year for a two-year period after completion of the program. Advance notice of a follow-up testing date will not be given.
4. At other times and under such circumstances as deemed appropriate by the City or current state and/or federal standards. Employees will be given adequate notice of any addition/change/deletion in the City's drug testing requirements.

Any employee who refuses substance testing will be terminated and forfeit workers compensation medical and indemnity benefits. The City will be responsible for determining the local facility to be used as the collection site. Upon notification the employee must report to the collection site with a valid picture ID. If the collection site staff discovers that the employee has not followed collection procedures or has altered the specimen in any way, the employee is in violation of this policy. Employees or job applicants may confidentially report to the City's medical review officer the use of prescription or nonprescription medications both before and after being tested.

Employees or job applicants who receive a positive confirmed test result will be notified in writing. The employee may obtain the results of a screen by contacting the City Manager's Office.

15.05 Drugs Tested For

The City may test, but is not limited to, any or all of the following:

Drugs Trade or Common Name

Amphetamines Biphetamine, Desoxyn, Dexedrine
Cannabinoids (THC) - Marijuana, Pot, Grass
Cocaine-Coke, Flake, Snow, Crack
Phencyclidine HCI-PCP, Angel Dust
Methaqualone HCI-Quaalude
Opiates- Paregoric, Morphine, Tylenol with Codeine
Barbiturates Phenobarbital, Amytal, Nembutal, Seconal
Benzodiazepines Librium, Valium, Halcion, Restoril
Synthetic Narcotics Methadone-Polophine, Methadose Propoxyphene, Darvocet, Darvon-N, Dolene

15.06 Over-The-Counter and Prescription Drugs Which Could Alter or Affect Drug Test(s) Results

This information is a notice of the possible influence that prescription drugs, over the counter and other controlled substances, may have on the outcome of a drug test. If necessary, any question about the outcome of a drug test will be addressed by a licensed physician. It is always the responsibility of the employee to know the content and effect of any substance ingested.

Alcohol - All liquid medication containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example: Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contact Severe Cold Formula Night Strength is 25% (50 proof); Listerine is 26.9% (54 proof).

Amphetamines-Obetrol, Biphetamine, Desoxyn, Didrex, Ionamine, Fastin.

Cannabinoids-Marinol (Dronabinol, THC).

Cocaine -Cocaine HCL topical solution (Roxznne).

Phencyclidine Not legal by prescription.

Methaqualone Not legal by prescription.

Opiates Paregoric, Parapectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine

DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

Barbiturates Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Florinal, Fioricet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.

Benzodiazepines Ativan, Azene, Clonopin, Dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

Methadone Dolophine, Metadose.

Propoxyphene Darvocet, Darvon N, Dolene, etc.

This is not an exhaustive list of substances that may affect a drug test.

15.07 Challenges to Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the City's medical review officer (MRO) within five (5) working days after receiving written notification of the test result (contact information available in the City Manager's Office). If the explanation or challenge is unsatisfactory to the MRO, the MRO shall report a positive test result back to the City. Within five (5) working days after receiving the notice of a positive test result, an employee or job applicant may also submit information to the City explaining or contesting the test result and why the result does not constitute a violation of this policy. If the individual's explanation or challenge of the positive test result is unsatisfactory to the City, a written response as to why the explanation is unsatisfactory, along with the report of positive result, will be provided to the employee or applicant.

All such documentation shall be kept confidential pursuant to the confidentiality provisions outlined below, and shall be maintained by the City for at least one (1) year. The employee also has the right, within 180 days of the employee's challenge to the drug test result, to have the original specimen retested at another Agency for Health Care Administration certified laboratory. Arrangements and cost will be the employee's responsibility. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes, or, if no workplace injury has occurred, the employee may challenge the test result in a court of competent jurisdiction. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

15.08 Employee Assistance Program

The City does not maintain an Employee Assistance Program (EAP). The employee may contact the City's health care provider for available services. The employee is responsible for the full cost of these services. Conscientious efforts to seek such help will not jeopardize the employee's job if they have not previously tested positive for alcohol or drug use.

It is the employee's responsibility to seek assistance from an assistance program before alcohol and drug problems lead to disciplinary action. The employee may be granted leave with a conditional return to work, depending on successful completion of the agreed upon treatment regimen, including follow-up testing.

15.09 Grounds for Termination or Discipline

The following are considered violations of the City's drug free workplace policy and are subject to discipline, including termination and loss of Workers Compensation benefits, even for the first offense:

A. Violation of any aspect of the City drug and alcohol policy
B. Refusing to take a City required drug or alcohol test
C. Failing a City required drug or alcohol test (a positive test result)
D. Bringing illegal drugs or alcohol onto City premises or property or in City vehicles
E. Possessing illegal drugs or drug paraphernalia
F. Using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug while on City business or at any time during the workday, whether on City property or not;
G. Being under the influence of alcoholic beverages or illegal drugs at any time while on City business or at any time during the workday, whether on City property or not (including City vehicles). An employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to the consumption of alcohol or if the employee has a blood-alcohol level of .04 or higher (.02 or higher below age 21). Additionally, a violation of these policies may be reason for referral for prosecution consistent with local, state or federal criminal law. Disciplinary action against an employee by the City does not preclude the possibility of criminal charges against the individual. The filing of criminal charges similarly does not preclude action by the City.

15.10 Other Employee Responsibilities

Each employee shares responsibility for maintaining a safe work environment and shall report co-workers who use alcohol or other drugs in the workplace. Employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug statute for violations occurring on or off City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction.

15.11 Confidentiality

City administration will handle all information, interviews, reports, statement memoranda and drug-test results, written or otherwise, received pursuant to our drug-testing program as confidential communications. Under no circumstances will the results of an employee test be discussed with anyone except for personnel or legal counsel authorized to deal with this confidential information and in accordance with this policy or in determining compensability under chapter 440, F.S. (Workers Compensation).

Should an employee fail a drug test, his/her supervisor will be told the employee did not successfully complete the drug and alcohol test, but will not be told the cause of the failure to pass the test.

An employee has the right to appeal any disciplinary decisions resulting from a verified positive drug or alcohol test in accordance with the City Grievance Policy.

15.12 Medical Review Officer

Employees and applicants have the right to consult the City medical review officer (MRO) for technical information regarding prescription and nonprescription medication. The MRO will be designated by the City Clerk's Office.

15.13 **DRUG TESTING MATRIX**

Type of Incident	No Injuries	Employee Injured	Citizen Injured
Traffic crash with no damage.	**No**	**N/A**	**N/A**
Traffic crash with employee driving. Damages at or over $100.	**Yes**	**N/A**	**N/A**
Traffic Crash w/employee not driving. Damages over $100.	**Yes**	**N/A**	**N/A**
Traffic crash w/injuries. Employee not driving.	**N/A**	**Yes**	**Yes**
Traffic crash with injuries. Employee driving.	**N/A**	**Yes**	**Yes**
Employee injured on duty. Medical assistance required.	**N/A**	**Yes**	**N/A**
Employee injured on duty. No medical assistance needed (to be determined by supervisor).	**N/A**	**No**	**N/A**
City equipment damaged by employee. Damage over $100.	**Yes**	**N/A**	**N/A**
Property damaged by employee. Damage over $100.	**Yes**	**N/A**	**N/A**
Citizen injured by employee. Medical attention required.	**N/A**	**N/A**	**Yes**

Citizen injured by employee. No medical attention required.	**N/A**	**N/A**	**N/A**
Employee injured by citizen.	**N/A**	**Yes**	**N/A**
Employee under the influence. Reasonable suspicion.	**Yes**	**N/A**	**N/A**
Animal bite.	**No**	**Yes**	**N/A**
Pre-employment drug test.	**Yes**	**N/A**	**N/A**
Use of Deadly Force.	**Yes**	**Yes**	**Yes**
Pursuit resulting in crash with damages less than $100.	**No**	**Yes**	**Yes**

SECTION 16 BLOODBORNE PATHOGEN POLICY AND EXPOSURE CONTROL PLAN

The purpose of this policy is eliminate or minimize occupational exposure to blood and other potentially infectious materials which could result in exposure and transmission of hepatitis B virus (HBV), the human immunodeficiency virus (HIV), or other potentially dangerous pathogens to the City employees who may incur occupational exposure to such pathogens in the performance of their duties.

The City reserves the right to change this policy at any future time. A current copy of the "City of High Springs Bloodborne Pathogen Policy and Exposure Control Plan" shall be maintained by the City Manager and a copy of said policy shall be attached hereto and incorporated herein as "APPENDIX C."

SECTION 17 UNION CONTRACTS.

The policies and procedures governing City police department employees are contained in the City of High Springs Police Department's written directives. The collective bargaining agreements between the City of High Springs and the authorized collective bargaining agent are contained in the Agreement between City of High Springs and the bargaining agent.

The policies and procedures governing City General employees are contained in the City of High Springs Personnel Manual unless otherwise stated in the agreement between General Employees and AFSCME (American Federation of State, County and Municipal Employees). The bargaining agreements between the City of High Springs and the authorized collective bargaining agent are contained in the Agreement between City of High Springs and the bargaining agent.

SECTION 18 FIRE DEPARTMENT PERSONNEL POLICY

The personnel policies and procedures governing the City fire department employees and volunteers are contained in the City of High Springs Personnel Policy Manual.

Section 19 Public Employee Oath

19.01 Purpose

The purpose of this chapter is to comply with the clear requirements of Florida Statue 876 which reads in pertinent part as follows:

F.S.S. 876.05. Public employees; oath

(1) All persons who now or hereafter are employed by or who now or hereafter are on the payroll of the state, or any of its departments and agencies, subdivisions, counties, cities, school board and districts of the free public school system of the state or counties, or institutions of higher learning, and all candidates for public office, except candidates for federal office, are required to take an oath before any person duly authorized to take acknowledgments of instruments for public record in the state in the following form:

I, _____, a citizen of the State of Florida and of the United States of America, and being employed by or an officer of _____ and a recipient of public funds as such employee or officer, do hereby solemnly swear or affirm that I will support the Constitution of the United States and of the State of Florida.

(2) Said oath shall be filed with the records of the governing official or employing governmental agency prior to the approval of any voucher for the payment of salary, expenses, or other compensation.

- and -

F.S.S. 876.06. Discharge for refusal to execute

If any person required by ss. 876.05-876.10 to take the oath herein provided for fails to execute the same, the governing authority under which such person is employed shall cause said person to be immediately discharged, and his or her name removed from the payroll, and such person shall not be permitted to receive any payment as an employee or as an officer where he or she was serving.

19.02 Implementation

A Current Employees

Each current employee shall take the forgoing oath when issued a copy of these Policies and Procedures by:

1. Signing an original before a notary. The original shall be made part of the employee's file maintained in the Human Resources Department.

B. New Employees

All new employees shall sign and take the oath as a part of the hiring process and as a perquisite to employment.

Receipt of Personnel Policies and Procedures

The Personnel Policies and Procedures (sometimes called the Employee Handbook and referred to as the Manual) is a compilation of City of High Springs personnel policies, practices and procedures currently in effect.

The Manual is designed to introduce employees to the organization, familiarize each with City policies as they pertain to each as an employee, provide general guidelines on work rules, disciplinary procedures and other issues related to your employment and to help answer many of the questions that may arise.

This manual is not a contract. The Manual is intended solely to describe the present policies and working conditions at the City of High Springs. The Manual does not purport to include every conceivable situation; it is merely meant as a guideline and, unless laws prescribe otherwise, common sense shall prevail. Of course, Federal, state and/or local laws will take precedence over City polices, where applicable.

Personnel Policies are applied at the discretion of the City. The City reserves the right to change, withdraw, apply or amend any of its policies or benefits, including those covered in this Manual, at any time. The City may notify employees of such changes via e-mail, posting on the city's Intranet, Portal or website, or via a printed memo, notice, amendment to or reprinting of this Manual, but may, in its discretion, make such changes at any time, with or without notice.

By signing below, you acknowledge that you have received a copy of the City Personnel Policies and Procedures, and understand that it is your responsibility to read and understand the contents and that you commit to comply with the policies and procedures contained and to any revisions made. Furthermore, you acknowledge that this Manual is not a contract of employment.

_____ _____

Signature Date

_____

Please print full name

Sign and date two duplicate originals, one which is bound in this (your) copy of the Manual and the second which will be made part of your personnel file. Both signed in the presence of:

Witness:

_____

APPROVED AND ADOPTED BY THE CITY COMMISSION OF HIGH SPRINGS BY RESOLUTION 2015-_____, THIS _____ DAY OF _____, 2014.

_____
Mayor

Attest:

_____
Jenny L. Parham,
City Clerk

Tuition Reimbursement Request Form

Appendix A

The following constitutes the Tuition Reimbursement Agreement between_____ and The City of High Springs.

Section I. General Information

Last Name:_____ First Name_____

Position Title:_____ Department_____

DOH:_____

Section II: Educational Institution & Course Work

College/University/Trade:_____ Term_____

Dates:_____ this agreement covers the upcoming term or semester. A new form must be completed each semester/term.

Course Name	Course #	Credits/Units	Tuition Cost
1._____	_____	_____	_____
2._____	_____	_____	_____

What degree or certification does this course work lead to?_____

How will the course work provided improve your performance with the City of High Springs?

_____

Section III. Reimbursement Terms and Conditions

City of High Springs agrees to reimburse Employee based on the percentages in Section 8 of the Personnel Policy and Procedure Manual.

Employee agrees to comply with all conditions under Section 8 of the Personnel Policy and Procedure Manual.

_____ _____

Printed Name of Employee Signature of Employee

_____ _____

City Clerk (Printed Name) City Clerk Signature

City of High Springs

Appendix "B"

SMART PHONE POLICY

Policy Area	Information Technology
Approved Date	December 11, 22014
Approved By	City Manager
Effective Date	January 1, 2015
Current Version	1.0

I. OVERVIEW

Today's Smartphones include advanced features such as the ability to connect to the Internet, download applications, take videos, use wireless connectivity, access network data, etc. While Smartphones increase productivity, they also come with risks.

II. PURPOSE

The purpose of this Policy is to help manage Smartphone related risks and establish the rules for the use of City and Staff owned devices and technologies that utilize and access City of High Springs Information Resources.

III. SCOPE

This policy applies to all City of High Springs Staff that utilize City and Staff owned devices and technologies that utilize and access City of High Springs Information Resources.

IV. POLICY

Only IT Department approved Smartphones may be used to access City of High Springs networks and Information Resources.

The City of High Springs uses a multi-layered approach to protecting Smartphones and related "information assets". Securing Smartphones is the responsibility of both the phone user as well as The City of High Springs' IT Department.

User activities can download malware to a Smartphone. Once installed, the malware can launch attacks against The City of High Springs' internal network. Staff security education and awareness training should be provided on a regular basis. Staff should only download and install applications from trusted sources. In addition, Staff should not click on message links from unknown senders or visit unknown web sites.

To reduce IT administration costs and offer better protection for the enterprise, The City of High Springs' IT Department shall establish standards for Smartphones and security protection software.

On an annual basis the IT Department shall survey City of High Springs Staff about devices, operating systems, applications, browsers, tools, utilities, scripts, software development kits, cloud services, and related technologies used. The IT Department shall perform an analysis to determine:

- If the devices and/or technologies used pose a risk to City of High Springs's Information Systems.
- Changes or configurations necessary to minimize risks to City of High Springs's Information Resources.
- Mandatory security components needed as a condition for allowing Personal devices and technologies to access City of High Springs Information Resources.
- Prohibited devices and technologies.
- Devices and technologies allowed to access City of High Springs's Information Resources.
- Level of access (e.g. restricted, full, guest, admin) granted to the devices and technologies.

The IT Department shall implement controls that mitigate risks:

- The IT Department shall ensure Staff access to sensitive data from Personal devices and technologies have strict password and encryption controls in place
- Anti-malware software shall be used and updated on a regular basis.
- In some instances, the IT Department may identify applications that, due to their sensitive nature, may not be accessed by Staff Personal devices and technologies.
- Limit Staff activities performed on City devices and technologies (e.g. no access to Personal e-mail or social media).
- The IT Department may restrict access to City of High Springs Information Resources based upon Staff position responsibilities, geographical location, and lack of management approval.
- The IT Department will keep the Chief Security Officer (CSO) informed of Personal threats so that the security awareness and training program can be updated.

In the event a device is lost or stolen, the IT Department shall quickly block access to Information Resources from the device. In addition, the IT Department shall:

- Wipe City of High Springs data and applications, and/or
- Wipe the entire device if deemed necessary to ensure the security of City of High Springs Information Resources. Wiping the entire personal device may have Staff implications including the inability to make calls, loss of contacts, need to have the device restored, etc.

City of High Springs shall not be held liable for the loss of use or restoring of device, operating system, software applications, tools, scripts, data, etc. Staff should take the proper precautions (e.g. physical controls over devices, backing up of contacts and files, etc.) to minimize any disruptions.

Personal devices and technologies shall employ controls that meet the following requirements:

- Password required at start up (power on).
- Inactivity timeout
- Password change frequency
- Safeguards ensure only approved users of Personal devices and technologies can access City of High Springs Information Resources.

Staff shall not:

- "Root" or "jailbreak" a Personal device and technology to free it from pre-defined limitations. This process modifies the system files and can result in an unstable and insecure device.
- Modify Personal device and technology hardware and/or software beyond installation of updates provided by the device maker or service provider.
- Disable Personal device and technology protection systems including passwords, encryption, firewalls, and anti-malware without the approval of the IT Department.

Staff shall be responsible for adhering to the requirements of this Policy. Staff shall notify the IT Department when:

- A new Personal device or technology is acquired and needs access to City of High Springs Information Resources.
- A Personal device or technology is taken out of service and is no longer used.
- The Staff member's role changes requiring a change in access (e.g. Staff member changes positions, Staff member on a leave of absence).

When choosing an acceptable plan, Staff should consider the additional voice minutes and data traffic that may be incurred. Except as otherwise consistent with this Policy, City of High Springs does not assume any financial responsibility for Personal devices or technologies. City of High Springs shall not reimburse Staff for the following expenses:

- Personal device or technology initial cost, maintenance, or replacement
- Recurring costs related to voice and data usage, roaming, etc.
- Connectivity charges including Wi-Fi hotspots usage
- Insurance
- Expenses related to restoring Personal devices or technologies if lost, corrupted (e.g. Malware, incompatible applications, changes to operating system), or damaged.

City of High Springs shall reimburse Staff for the following expenses related to Personal devices or technologies:

- Approved app software for use with corporate systems (e.g. e-mail apps).
- Approved anti-malware software.
- Approved encryption software for use with corporate systems (e.g. VPN software).

The City of High Springs IT Department shall perform periodic risk assessments to identify, manage, and reduce Personal device and technology related risks and access to Information Resources.

V. Enforcement

Any Staff found to have violated this policy may be subject to disciplinary action, up to and including termination.

VI. Distribution

This policy is to be distributed to all City of High Springs Staff.

Policy History

Version	Date	Description	Approved By
1.0	1/1/2015	Initial policy release	

Blood borne Pathogen Policy and Exposure Control Plan
Attachment C

Policy

Personnel will adhere to this Exposure Control Plan and practice the procedures outlined within the plan.

The City of High Springs is committed to providing a safe and healthful work environment for our entire staff. In pursuit of this goal, the following exposure control plan (ECP) is provided to eliminate or minimize occupational exposure to blood borne pathogens in accordance with OSHA standard 29 CFR 1910.1030,

The ECP is a key document to assist our organization in implementing and ensuring compliance with the standard, thereby protecting our employees. This ECP includes:

- Determination of employee exposure
- Implementation of various methods of exposure control, including:
    - Universal precautions
    - Engineering and work practice controls
    - Personal protective equipment
    - Housekeeping
- Hepatitis B vaccination
- Post-exposure evaluation and follow-up
- Communication of hazards to employees and training
- Recordkeeping
- Procedures for evaluating circumstances surrounding exposure incidents

Implementation methods for these elements of the standard are discussed in subsequent pages of this ECP.

PROGRAM ADMINISTRATION

Human Resources are responsible for the implementation of the ECP. Human Resources will maintain, review and update the ECP at least annually, and whenever necessary to include modified tasks and procedures.

The City will provide and maintain all necessary personal protective equipment (PPE), engineering controls (e.g. sharps containers), labels, and red bags as required by the standard.

The City will ensure that adequate supplies of the aforementioned equipment are available in the appropriate sizes and will be responsible for ensuring that all medical actions required by the standard are performed and that appropriate employee health and OSHA records are maintained.

The City will be responsible for training, documentation of training, and making the written ECP available to employees, OSHA and NIOSH representatives.

Those employees who are determined to have occupational blood exposure or other potentially infectious materials (OPIM) which includes semen, vaginal secretions, cerebrospinal fluid, synovial fluid, pleural fluid, pericardial fluid, peritoneal fluid, amniotic fluid, saliva and any body fluid visibly contaminated with blood must comply with the procedures and work practices outlined in this ECP.

Contact location/phone number for the Human Resources: 110 NW 1st Ave / 386-454-1416 Ext.7237.

EMPLOYEE EXPOSURE DETERMINATION

Exposure risk, defined as ***the assessment of the potential risk of an infectious exposure***, is determined by job classification and duties. The following is a list of all job classifications at our establishment in which all employees have occupational exposure:

Fire Chief	205 NW 1st Ave.
Fire Lieutenant	205 NW 1st Ave.
Firefighter/EMT	205 NW 1st Ave.
Part Time Firefighter	205 NW 1st Ave.
Volunteer Firefighter	205 NW 1st Ave.
Sewer Service Worker	235 NW 2nd St.
Water Service Worker	235 NW 2nd St.
Streets Service Worker	235 NW 2nd St.
Facilities Service Worker	235 NW 2nd St.
Public Works Supervisor	235 NW 2nd St.
Police Chief	110 NW 2nd St.
Police Lieutenant	110 NW 2nd St.
Police Sergeant	110 NW 2nd St.
Police Officer	110 NW 2nd St.

Risk assessment will be performed when new positions are created or when duties of existing positions change.

METHODS OF IMPLEMENTATION AND CONTROL

Universal Precautions

All employees will utilize universal precautions.

Exposure Control Plan

Employees covered by the bloodborne pathogens standard receive an explanation of this ECP during their initial training session and it will also be reviewed in their annual refresher training. All employees can review this plan at any time during their work shifts by contacting Human Resources.

Human Resources is responsible for reviewing and updating the ECP annually or more frequently if necessary to reflect any new or modified tasks and procedures that affect occupational exposure and to reflect new or revised employee positions with occupational exposure.

Engineering Controls and Work Practices

Engineering controls:

- physical or mechanical processes implemented to improve efficiency and safety while decreasing exposure risk,

Work practice controls:

- the reporting of any exposure to infectious disease, utilizing all personal protective equipment (PPE) provided, and to clean and disinfect any reusable equipment according to the guidelines set forth in this plan.

Will be used to prevent or minimize exposure to bloodborne pathogens. The specific engineering controls and work practice controls are listed below:

- Use of appropriate personal protective equipment.
- Use of available respiratory protection devices when required.
- Use of available antiseptic and disinfection products.
- Limit the number of members who make direct contact when practical
- Limit exposure time when possible

This facility identifies the need for changes in engineering controls and work practices through standard reviews, employee input and equipment review. We evaluate new procedures and new products regularly by reviewing protocol changes, literature review and new products.

Both front-line workers and management officials are involved in this process in the following manner. Employees can bring new procedures, equipment and ideas to management for evaluation.

New procedures and equipment that have been presented and accepted and meet the guidelines of this ECP will be implemented by Human Resources.

Personal Protective Equipment (PPE)

PPE is provided to our employees at no cost to them. Training in the use of the appropriate PPE for specific asks or procedures is provided by the Human Resources.

The types of PPE available to employees are as follows: gloves, eye protection, face splash protection, tyvek sleeves, tyvek suits, and tyvek aprons. Job dependent.

PPE is located in each vehicle and may be obtained through the department head by completing an equipment request.

All employees using PPE must observe the following precautions:

- Wash hands immediately or as soon as feasible after removing gloves or other PPE.
- Remove PPE after it becomes contaminated and before leaving the work area.

- Used PPE may be disposed of in red bags located in each medical response kit or on county ambulances. These red bags will be disposed of in the appropriate container located on the county ambulance.
- Wear appropriate gloves when it is anticipated that there may be hand contact with blood or OPIM, and when handling or touching contaminated items or surfaces; replace gloves if torn, punctured or contaminated, or if their ability to function as a barrier is compromised.
- Utility gloves can be decontaminated for reuse if their integrity is not compromised; discard utility gloves if they show signs of cracking, peeling, tearing, puncturing or deterioration.
- Never wash or decontaminate disposable gloves for reuse.
- Wear appropriate face and eye protection when splashes, sprays, spatters, or droplets of blood or OPIM pose a hazard to the eye, nose or mouth.
- Remove immediately or as soon as feasible any garment contaminated with blood or OPIM, in such a way as to avoid contact with the outer surface.

The procedure for handling used PPE is as follows:

Medical supplies – bandaging, gloves, sleeves, masks, etc. - used during an incident which has been contaminated with blood or other OPIM will be placed in the red bag. Uniforms which have been contaminated need to be removed at the earliest opportunity and placed in a black bag. The contaminated items will be laundered at the department following established guidelines.

DISINFECTION AND DECONTAMINATION

Non-disposable Medical Equipment will be cleaned and disinfected with provided disinfecting agents and appropriate PPE will be worn when performing cleaning and disinfection.

- Insure appropriate stocking cleaning and disinfection products on units.
- All fire apparatus should have antiseptic hand wipe dispensers located in the medical bags available for use.
- Cleaning and decontamination should be done in appropriate areas at stations and away from living, sleeping or food preparation/eating areas.
- Black bags will be used to contain uniforms or bunker gear contaminated during an incident for transport to cleaning areas.
- When contaminated uniforms, bunker gear or other items have been washed in station washers, a cleaning cycle shall be done afterward using bleach and hot water.

Housekeeping

Regulated waste is placed in containers which are closable, constructed to contain all contents and prevent leakage, appropriately labeled or colored (see the following section "Labels"), and closed prior to removal to prevent spillage or protrusion of contents during handling.

HEPATITUS B VACCINATION

The City of High Springs will provide training to employees on Hepatitis B vaccinations, addressing safety, benefits, efficacy, methods of administration and availability.

The hepatitis B vaccination series is available at no cost after the initial employee training and within 10 days of initial assignment to all employees identified in the exposure determination section of this plan. Vaccination is encouraged unless:

1. Documentation exists that the employee has previously received the series
2. Antibody testing reveals that the employee is immune
3. Medical evaluation shows that vaccination is contraindicated

However, if an employee declines the vaccination, the employee must sign a declination form. Employees who decline may request and obtain the vaccination at a later date at no cost. Documentation of refusal of the vaccination is kept at the Personnel Department located at City Hall.

Vaccination will be provided by at the facility designated by the City of High Springs. Employees wishing to have the Hepatitis B vaccination will contact the Human Resources who will make the necessary arrangements.

Following the medical evaluation, a copy of the health care professional's written opinion will be obtained and provided to the employee within 15 days of the completion of the evaluation. It will be limited to whether the employee requires the hepatitis vaccine and whether the vaccine was administered.

POST EXPOSURE EVALUATION AND FOLLOW-UP

Should an exposure incident occur, contact your department head immediately or their designee.

An immediately available confidential medical evaluation and follow-up will be conducted at the facility designated by the City of High Springs. Following initial first aid (clean wound, flush eyes or other mucosa membranes, etc.); the following activities will be performed:

- Document the routes of exposure and how the exposure occurred.
- Identify and document the source individual (unless the employer can establish that identification is infeasible or prohibited by state or local law).
- Obtain consent and make arrangements to have source individual tested as soon as possible to determine HIV, HCV, and HBV infectivity; document that the source individual's test results were conveyed to the employee's health care provider.
- If the source individual is already know to be HIV, HCV, and/or HBV positive, new testing need not be performed.
- Assure that the exposed employee is provided with the source individual's test results and with information about applicable laws and regulations concerning identity and infectious status of the source individual (e.g., laws protecting confidentiality).

- After obtaining consent, collect exposed employee's blood as soon as feasible after exposure incident, and test blood for HBV and HIV serological status.
- If the employee does not give consent for HIV serological testing during collection of blood for baseline testing, preserve the baseline blood sample for at least 90 days; if the exposed employee elects to have the baseline sample tested during this waiting period, perform testing as soon as possible.

ADMINISTRATION OF POST-EXPOSURE EVALUATION AND FOLLOW-UP

The City of High Springs ensures that the health care professional(s) responsible for employee's hepatitis B vaccination and post-exposure evaluation and follow-up are given a copy of OSHA's bloodborne pathogens standard.

The City of High Springs ire Chief ensures that the health care professional evaluating an employee after an exposure incident receives the following:

- A description of the employee's job duties relevant to the exposure incident.
- Routes of exposure
- Circumstances of exposure
- If possible, results of the source individual's blood test
- Relevant employee medical records, including vaccination status.

The City of High Springs provides employee with a copy of the evaluating health care professional's written opinion within 15 days after completion of the evaluation.

PROCEDURES FOR EVALUATING THE CIRCUMSTANCES SURROUNDING AN EXPOSURE INCIDENT

Human Resources will review the circumstances of all exposure incidents to determine:

- Engineering controls in use at the time
- Work practices followed
- A description of the device being used (including the type and brand)
- Protective equipment or clothing that was used at the time of the exposure incident (gloves, eye shields, etc.)
- Location of the incident
- Procedure being performed when the incident occurred
- Employee's training

If revisions to this ECP are necessary Human Resources will ensure that appropriate changes are made. (Changes may include an evaluation of safer devices, adding employees to the exposure determination list, etc.)

EMPLOYEE TRAINING

All employees who have occupational exposure to bloodborne pathogens receive initial and annual training.

All employees who have occupational exposure to bloodborne pathogens receive training on the epidemiology, symptoms, and transmission of bloodborne pathogen diseases. In addition, the training program covers, at a minimum, the following elements:

- A copy and explanation of the OSHA bloodborne pathogen standard
- An explanation of our ECP and how to obtain a copy
- An explanation of methods to recognize tasks and other activities that may involve exposure to blood and OPIM, including what constitutes and exposure incident.
- An explanation of the use and limitations of engineering controls, work practices, and PPE
- An explanation of the types, uses, locations, removal , handling, decontamination, and disposal of PPE
- An explanation of the basis for PPE selection
- Information on the hepatitis B vaccine, including information on its efficacy, safety, method of administration, the benefits of being vaccinated, and that the vaccine will be offered free of charge
- Information on the appropriate actions to take and persons to contact in an emergency involving blood or OPIM
- An explanation of the procedure to follow if an exposure incident occurs, including the method of reporting the incident and the medical follow-up that will be made available
- Information on the post-exposure evaluation and follow-up that an employer is required to provide for the employee following an exposure incident
- An explanation of the signs and labels and/or color coding required by the standard and used at this facility
- An opportunity for interactive questions and answers with the person conducting the training session.

RECORDKEEPING

Training Records

Training records are completed for each employee upon completion of training. These documents will be kept for at least three years at 110 NW 1st. Av e.

The training records include:

- The dates of the training sessions
- The contents or a summary of the training sessions
- The names and qualifications of persons conducting the training
- The names and job titles of all persons attending the training sessions

Employee training records are provided upon request to the employee or the employee's authorized representative within 15 working days. Such requests should be address to Human Resources.

Medical Records

Medical records are maintained for each employee with occupational exposure in accordance with 29 CFR 1919.1020, "Access to Employee Exposure and Medical Records."

The Human resource department is responsible for maintenance of the required medical records. These confidential records are kept in the City Storage vault for at least the duration of employment plus 30 years.

Employee medical records are provided upon request of the employee or to anyone having written consent of the employee within 15 working days. Such requests should be sent to the Fire Chief at 205 NW 1st. Ave.

OSHA Recordkeeping

An exposure incident is evaluated to determine if the case meets OSHA's Recordkeeping Requirements (29 CFR 1904). This determination and the recordkeeping activities are done by the Fire Chief and the Human resource department.

CITY OF HIGH SPRINGS

110 NW 1st AVENUE
HIGH SPRINGS, FLORIDA 32643
386-454-1416
WWW.HIGHSPRINGS.US

PERSONNEL POLICY AND PROCEDURE MANUAL

MAY 2011

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SECTION 1 GENERAL PROVISIONS

1.1 PURPOSE

The purpose of these Personnel Rules and Regulations is to establish procedures which will serve as a guide to administrative actions covering most personnel actions which may arise. The final interpretation and application of these Personnel Rules and Regulations shall be made by the City of High Springs (hereafter "City") or its designee. The City reserves the right to amend, alter, modify, delete and add to these rules.

The information contained in these policies and procedures is intended as a general rule for employees. They do not constitute any form of employment contract or guarantee of continued employment or of any benefit contained herein. Rather, all employment with the City is at will and either the City or the employee may terminate the employment relationship at anytime. This document is not intended to be a legally enforceable contract (either express or implied), nor it is intended to create any legally enforceable obligations on the part of the City.

1.2 OVERALL EMPLOYMENT POLICY

The City of High Springs is an equal opportunity employer and it is the policy of the City not to discriminate against any person in recruitment, examination, appointment, training, promotion, retention, or personnel action solely on the basis of race, color, national origin, gender, legally recognized disability, religion, age, marital status, unless one or more of the above constitute a bona fide occupational qualification within the meaning of the law.

1.3 COLLECTIVE BARGAINING AGREEMENT

Where these Personnel Rules and Regulations or department rules and regulations are in conflict with the express terms of a Collective Bargaining Agreement, the terms of the Collective Bargaining Agreement shall take precedence.

1.4 AMERICANS WITH DISABILITIES

Persons with known legally recognized disabilities will be given full consideration for employment and opportunities for advancement in all departments and divisions. The City will offer to such persons reasonable accommodation with respect to the essential functions of the job, provided the person is otherwise qualified to perform the job, and provided further such accommodation does not create undue hardship on City operations.

1.5 COVERED EMPLOYEES

All city employees, except as stated in 1.3 above, shall be covered by the policies contained herein.

1.6 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures which govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

1.7 AMENDMENTS

Amendments to the Personnel Policy and Procedure Manual shall be approved by the City Commission upon the recommendation of the City Manager. Copies will be distributed to all departments and employees.

1.8 PRIOR MEMOS, POLICIES AND REGULATIONS

All prior memos, policies, procedures and regulations inconsistent with the Personnel Policy and Procedure Manual are null and void.

1.9 ADMINISTRATION

Departmental policies and standard operating procedures will be in writing and submitted to and reviewed by the City Manager for approval. In the event of conflict, the City Personnel Policy and Procedure Manual shall prevail.

The City Manager is responsible for the administration of the City Personnel Policy and Procedure Manual and to ensure compliance with applicable federal and state personnel laws.

Department Directors are responsible for the proper and effective administration of these policies and procedures within their respective departments. Routine matters pertaining to enforcement may be delegated.

The City Manager shall direct the maintenance of all personnel files. Every City employee shall have the right to inspect the employee's personnel file and obtain copies of any documents comprising the file. All such inspections shall be initiated at the employee's request, during normal business hours, in the presence of the official file custodian at the location where the file is stored. No original documents shall be removed from the file except by the custodian for copying.

Employees with questions or concerns regarding these policies and procedures shall contact their immediate supervisor.

SECTION 2 DEFINITIONS OF COMMONLY USED TERMS

2.1 DEFINITIONS

Active Pay Status – When an employee is working, on an authorized paid leave, paid holidays or other time where pay is being credited to employee.

Activity Date – The day an employee entered, was permanently transferred, promoted or demoted to his current position and is the date from which classification seniority is computed.

ADA – Americans with Disabilities Act

Anniversary Date – The date an employee begins employment and the same date in following years. This is the date upon which entitlement to fringe benefits are based unless a specific benefit provides otherwise. The anniversary date may be changed in accordance with these Personnel Rules and Regulations.

At-Will Employee – Employees who serve at the pleasure of the City Manager and who may be removed from their positions and/or disciplined up to and including termination by the City Manager for any or no reason subject only to applicable law.

Calendar Year – Is the period from January 1 to December 31 of any given year.

Classification Plan – The official schedule of pay assigning rates of pay to each position or job classification.

Seniority – The length of time an employee has been continuously employed in his current position classification.

City Clerk – The City Clerk or designee.

City Manager – The City Manager or his designee.

Collective Bargaining Agreement (CBA) – An agreement between an employee organization and the High Springs City Commission negotiated and ratified as required by the Public Employees Relation Act.

Compensatory Time – (also referred to as Comp Time) – Compensatory time is paid time off granted to an exempt employee for working extra hours. Comp time should not be confused with "flex-time."

Confidential Employee – An employee, as defined in FSS 447, exempt from coverage of the Public Employee Relations Act.

Demotion - The assignment of an employee from one class to another class, which has a lower minimum and maximum rate of pay.

Director – An exempt managerial and confidential employee who is assigned the overall responsibility for the operation of a recognized department or area of City operation.

Employee:

A. *Regular full-time employee* – is an employee who is non-probationary who is assigned a regular schedule of a minimum of forty (40) hours or the regular Section 7(K) schedule, whichever applies, per week or per pay period and is classified as a regular full-time employee of the City.

B. *Part-time employee* – is any employee who is assigned a regular schedule of less than forty (40) hours.

C. *Probationary employee* – is any full-time or part-time employee who has not completed the initial probationary period or any extension thereof.

D. *Temporary employee* – is any employee that is not classified as a regular full-time, part-time or probationary employee, such as a part-time employee who does not work a regular schedule.

Exempt Employee – An employee exempt from the minimum wage and/or overtime under the Fair Labor Standards Act and paid a salary for all hours worked in a work week.

Flex-time – At the discretion of the Department Director, this time allows non-exempt employees to occasionally schedule their regular working hours for personal needs. All changes must occur within the same pay period.

FMLA – Family Medical Leave Act

He/His/Him – Are generic and used for reference purposes only to signal reference to both males and females.

Managerial Employee -_An employee, as defined in FSS 447, exempt from coverage of the Public Employee Relations Act.

Pay Grade – The salary range assigned to a particular classification title expressed as a pay range number.

Probationary Period – The first 12 months of continuous employment with the City. After successful completion of the probationary period, the employee will be classified as a regular full-time or part-time employee.

Promotion – A permanent assignment of an employee to a higher level job classification that is subject to the completion of a 12 month probationary period.

Reclassification – Movement of a job classification from one pay grade to another based on changes in the job duties, responsibilities, job market and/or other work related factors.

Reemployment – The hiring of a person who formerly worked for the City. Persons rehired will be considered new employees for all purposes.

Resignation – Act of voluntary withdrawing from City employment.

Section 7(K) – Section 7(K) of the Fair Labor Standards Act allowing certain employees in the Fire and Police Departments to be paid overtime based on a schedule other than after forty (40) hours in a seven (7) day period.

Shall – The word "shall" will be interpreted as mandatory.

Transfer – The permanent reassignment of an employee from one position to another.

Work Day – The scheduled number of hours an employee is required to work per day.

Work Week or Work Period – The number of hours regularly scheduled to be worked during any seven (7) consecutive days or other work period allowed by the Fair Labor Standards Act and adopted by the City Commission for an employee or group of employees.

SECTION 3 JOB CLASSIFICATIONS/DESCRIPTIONS

3.1 GENERAL STATEMENT

A job classification plan and job descriptions are established and maintained by the City Manager. The Classification Plan provides a complete inventory of all positions in the City service as well as accurate descriptions for each position. The plan standardizes titles, each of which indicates a range of duties and responsibilities and has the same meaning throughout the classified service.

3.2 COMPOSITION OF THE PLAN

The Classification Plan consists of a set of job titles, along with their specifications, which identify, define and describe the type of work and level of difficulty and responsibility, and establishes the desirable qualifications of each class.

3.3 JOB TITLE

Job titles shall be used in all official City records. No person shall be appointed to, or employed in a position under a title not included in the classification plan.

3.4 MAINTENANCE OF THE PLAN

The City may add or delete positions or job classifications and may change job descriptions to expand, reduce or clarify the job dimensions and/or responsibilities of any classification. The City will attempt to provide employees with as much advance notice of any change as practicable.

Each City department head shall maintain a copy of current job descriptions for authorized job classifications assigned to that department for convenient review by the city employees of each department.

3.5 TYPES OF EMPLOYMENT

The City employs full-time, part-time, or temporary employees.

Part-time and full-time employees who have not successfully completed their initial probationary period serve at the will and pleasure of the City and may be dismissed for any reason or no reason, subject only to applicable law. Such employees shall not have access to the grievance procedure set forth in the Personnel Policy and Procedure Manual or any applicable collective bargaining agreement unless the agreement provides otherwise. All decisions concerning their wages, hours, and working conditions shall be made by the City, or its designee.

Full-time and part-time positions are those which are permanently budgeted and authorized for a period of six (6) months or longer. Persons employed to fill these positions on a full time or part time basis shall be deemed permanent employees after satisfactory completion of a probationary period. An employee filling a permanent position is not guaranteed continued employment.

Temporary Employment

A temporary position, established with approval of the City Commission, is a position not currently budgeted and cannot exceed six (6) months in duration. A temporary employee may be dismissed for any or no reason, subject only to applicable law.

A temporary employee may be hired to fill a regularly budgeted position when the employee normally assigned to the regular position is on approved leave of absence.

3.6 PROBATIONARY PERIOD

With the exception of temporary employees, all newly hired and promoted employees, which shall include voluntary transfers and involuntary transfers, shall be on probation for a period of twelve (12) months.

If the employee's service is unsatisfactory during the probationary period, the employee may be removed at anytime during or at the end of the probationary period by the Department Director and City Manager. Said probationary period may be extended upon recommendation by their Director, for up to an additional ninety (90) days, with the approval of the City Manager.

When an employee is promoted to a higher level job classification where a license or certification is a City requirement for holding the position, the probationary period may be extended, with approval by the City Manager, to successfully obtain the license or certification. During the probationary period, the employee shall serve in the position to which he was promoted at the will and pleasure of the City Manager.

3.7 PERFORMANCE EVALUATIONS

An evaluation is a series of observations by a supervisor about the performance of a job by an employee over a set period of time based on procedures, forms and standards as approved by the City Manager. It is a tool designed to give employees constructive feedback about their performance in an effort to improve and enhance that performance and to correct deficiencies. It helps familiarize supervisors with information designed to assist him/her in becoming an effective evaluator of employee performance.

Performance evaluations will be conducted annually for regular full-time and part-time employees and on other occasions as determined necessary by the Director and for other employees when and if the Director determines such evaluations are needed.

Performance evaluations are considered in determining advancement, disciplinary actions and other job actions.

Any employee not on probation who receives an overall rating of unsatisfactory shall be placed on probation not to exceed 180 days. The employee will be evaluated during this probationary period to ensure performance is satisfactory. If performance does not reach satisfactory performance during the probationary period the employee will terminated.

SECTION 4 RECRUITMENT & SELECTION PROCESS

4.1 JOB VACANCIES

Requests to announce and fill job vacancies are initiated by the Department Director. Requests are made in writing to the City Manager.

Job vacancy announcements specify the job title, salary range, minimum qualifications, and any special requirements of the position.

All job vacancies, not filled by reassignment of existing employees, shall be advertised internally for a period of not less than five (5) working days. If the position is not filled internally, the position will be advertised externally.

If qualified, employees on the recall list will be notified by the City Manager at the time of the internal advertisement. The laid off employee will have five (5) days from the receipt of a letter, to apply for the vacancy.

The City Clerk is responsible for the advertisement of the position. The City Clerk reserves the option of advertising the deadline as "position open until filled," depending on recruitment needs.

A job vacancy announcement may be postponed or canceled as requested by the Department Director or City Manager. In this event, applicants will be notified.

The City Clerk is responsible for the implementation and scoring of any employment examination. Further, the City Clerk, or designee is responsible for the initial screening of all applicants/employees and may reject an applicant/employee if minimum qualifications are not met or the application was not received by the advertised closing date.

4.2 BASIS FOR SELECTION

Employment with the City shall be based on skills, experience, training, education, ability, physical and mental ability to do the available work and other factors that are related to the performance of the job in question.

As part of the pre-employment procedure, the City, as a precaution against obtaining undesirable employees, shall check former supervisors, employers and references provided by the candidates. Reference checks made by personal or telephone contact will be documented and made part of the applicant's file.

Applicants for employment that have more than twelve (12) points on their Florida Driver's record shall not be considered.

The City reserves the right to reject any applicant for any reason or no reason subject only to applicable law.

4.3 TESTING

At the option and expense of the City, the City may use physical, written or oral examinations and performance tests, or other testing methods as appropriate to assist in the selection process.

4.4 DRUG TESTING

Subject to applicable laws, the City will require testing for the use of illegal controlled substances as a condition for consideration for employment or continued employment with the City. A positive test result or refusal to submit to drug testing will result in the applicant being denied employment or the employee being subjected to disciplinary action in accordance with the City's drug policy.

4.5 DISABILITY AND MEDICAL EXAMINATIONS

Applicants will be required to take a medical and/or psychological examination after they have been provided a conditional letter of hiring.

If with the prior approval of the City Manager, an applicant is placed on the payroll prior to having completed a required medical and/or psychological examination; such employment will be conditioned upon passing such examinations.

Employees may be required to take a medical and/or psychological examination at any time by the City for reasons connected with their job (e.g., an accident on the job or fitness for duty).

Applicants who refuse to take a medical examination as indicated above will be denied employment. Employees who refuse to take a medical examination as indicated above will be terminated.

Applicants and employees who are directed to take such examinations as indicated above shall not be employed, or if previously employed, shall be terminated immediately if the results of the examination show that they are either mentally or physically unable to perform the essential functions of the job. However, if they have a legally recognized disability, they will be terminated only if they cannot be reasonably accommodated to perform the essential job functions of the job without undue hardship on the City and such action shall be subject to applicable federal, state and local laws dealing with handicap status.

Subject to applicable laws, all medical examinations required to be taken as indicated above shall include testing to determine the presence or absence of illegal controlled substance(s) in their body. Drug testing will be conducted under the Drug and Alcohol Policy of the City.

Confidentiality

Medical examination results are confidential and are not part of an employee's personnel file.

Costs

The City of High Springs will absorb expenses incurred as a result of any re-examinations required by the City.

4.6 REFERENCE CHECKS

The City Manager or designee is responsible for responding to inquiries concerning current and former employees. The City Manager or designee will only provide information about current or former employees which can be disclosed in accordance with Florida Law.

Each Department which receives a request for an employment reference or recommendation concerning a former or current employee shall forward the request to the City Manager or designee for response. The City Manager or designee will not comment upon its perception of the current or former employee but will only verify dates of employment, rates of pay, position(s) held, and eligibility for rehire.

4.7 NEPOTISM

It is the policy of the City of High Springs that no employee shall be hired to work under the direct supervision of a relative as defined below except in accordance with the terms of this subsection.

If two employees change their family relationship by marriage, adoption, or other means so as to come in conflict with these prohibitions, one of the employees shall be transferred to a different department if possible, voluntarily reduced in position to a sufficient level such that neither party is in a direct supervisory role, or separated from City service.

The relative of an official or an employee shall be defined as an individual who is related to the public official as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother, or half sister.

The policies of this section shall be guided by the provisions of Florida Statute 112.3135, as amended. Such provisions preclude the appointment, promotion, or advancement, of a City employee in or to a position in the City by an elected official.

SECTION 5 SENIORITY, LAY OFF AND RECALL

5.1 LOSS OF SENIORITY

An employee shall lose seniority and be terminated from employment as the result of any of the following:

- Discharge
- Retirement
- Voluntary resignation
- Layoff exceeding one (1) year

- Failure to report to the Director the intention to return to work within three (3) calendar days of receipt of a recall notice
- Failure to report from military leave within the time limits prescribed by law or any other leave unless an extension has been approved in advance by management
- Failure to notify the immediate supervisor of absence for three (3) consecutive working days shall constitute a voluntary termination effective the last day worked

5.2 LAYOFF

The City Manager shall have the authority to lay off any employee(s) because of lack of funds, lack of work, or when there are insufficient funds or appropriations to meet salary requirements necessary to maintain existing personnel in any department. A reduction in the number of employees in a job classification shall be determined by the City Manager.

Layoffs shall be final and not subject to appeal. Laid off employees may apply for future open positions for which they qualify.

SECTION 6 COMPENSATION

6.1 INTRODUCTION

The City provides a comprehensive Compensation Plan, which is designed to provide wages based on merit, performance and years of continuous service that are competitive in our area and which encourage continued employment with the City. The Compensation Plan will be updated periodically.

6.2 COMPENSATION PLAN:

The Compensation Plan shall include a schedule of salary ranges for each title in the classification plan consisting of minimum and maximum rates of pay. Each employee shall be paid within the rates set forth in the pay plan for the group in which he or she is employed.

6.3 SALARY RANGES:

Salary ranges are intended to furnish administrative flexibility in recognizing individual differences between positions and the qualifications of individuals, providing employees with incentives, and rewarding employees with meritorious service. The City Manager shall make or cause to be made such comparative studies as necessary to maintain an accurate and current classification and compensation plan.

6.4 SALARY INCREASES:

Salary increases within appropriate pay ranges shall be based on:

Cost of Living:

Each year, during the budget process, the City Commission will determine what percent, if any, will be granted for cost of living increases. The percent increase will be calculated based on current base annual salary and the rate of pay will be adjusted beginning the first pay period in October of each year. Salary ranges will be adjusted by the percent determined.

Merit:

Employees may become eligible for merit salary increases, if any, depending on appropriations in the annual operating budget. Merit increases become effective on the employee's anniversary date and are based on the employee's performance evaluation as rated by his/her supervisor. The percentage of the merit increase will be applied to the employee's current hourly rate of pay. If employee is at or near the maximum rate of pay for the position, the percentage of the merit increase that exceeds the maximum pay range will be given as a lump sum payment in lieu of increasing the current base hourly rate of pay beyond the set maximum rate. If funds are available the merit increase shall be based on the following scale or the rate set by the commission, whichever is less:

Unacceptable	0%
Needs Improvement	25% of approved total percentage increase
Meets Expectations	50% of approved total percentage increase
Exceeds Expectations	75% of approved total percentage increase
Clearly Outstanding	100% of approved total percentage increase

Longevity:

Effective October 1, 2011, longevity amounts, depending on appropriations in the annual operating budget, will be paid in a lump sum (less withholdings, etc.) in December of the anniversary year. This will **only** be paid on the year the employee achieves the year milestone listed below. This is not part of the employee's base salary, rather a bonus.

5 years of consecutive full-time employment $500.00
10 years of consecutive full-time employment $1,000.00
15 years of consecutive full-time employment $1,500.00
20 years of consecutive full-time employment $2,000.00
25 years of consecutive full-time employment $2,500.00
30 years of consecutive full-time employment $3,000.00

Other Salary Increases:

Participation in and successful completion of special training courses may be considered in making base salary adjustments. Salary adjustments shall not be automatic, but shall depend

upon increased value of the employee to the City, as exemplified by recommendations, length of service, performance records, special training undertaken, increased responsibilities or other pertinent evidence. Salary adjustments may be made on the recommendation of the Department Director and approval of the City Manager.

6.5 ENTRANCE AT THE MINIMUM:

The minimum rate of pay for the job will be paid to qualified persons on their original appointment to a position; however, the Department Director may recommend to the City Manager a higher starting rate based on experience, training or education that warrants employment at a higher rate in the pay grade.

6.6 PAY RATES IN TRANSFER, PROMOTION OR DEMOTION:

If an employee is promoted, demoted or transferred, the rate of pay for the new position shall be determined as follows:

1. If the employee is promoted to a position having a higher pay range, the employee shall receive a five (5%) percent increase within the new pay range, or the minimum rate for the new position, whichever is greater.

2. If an employee is transferred to a different position in the same pay range, the employee shall receive no salary increase at the time of the transfer.

3. If an employee is demoted to a position in a lower pay range, the employee shall be placed at an appropriate level within the lower pay range as recommended by the Department Director and approved by the City Manager. Voluntary demotion may require a reduction in pay.

6.7 TRAVEL AND OTHER OFFICIAL EXPENDITURES

The employee's rate of pay does not include allowances for official authorized travel or other expenditures incurred in the conduct of City business, or allowances provided to employees for the official use of privately owned automobiles. Employees will be reimbursed for such expenses as provided in other sections of this manual. (Identify the section)

6.8 HOURS OF WORK

It is the policy of the City to provide a system of compensation for employees who work during assigned hours (non-emergency) and during times when a declared City Emergency exists.

Where a contract exists between the City and employees belonging to a bargaining unit the contract takes precedence over this policy. Employees are either designated as exempt or non-exempt based on state and federal laws.

Exempt employees are hired at an annual base salary to accomplish a job for the City. Although generally expected to be present and working for the total hours of the normal work week, exempt employees are allowed some latitude with respect to time spent at work. Compensatory time off for extended hours worked may be granted to exempt employees by their direct supervisor.

The normal work week for non-exempt fulltime employees is 40 hours. Hours worked per day and work assigned is established by the Department Director.

The work week starts at 12:01 a.m. on Monday and ends at 12:00 a.m. on Sunday.

All full-time employees are required to be present at their assigned workplace for the total hours of their normal work week unless absence is authorized by the Department Director. All absences must be properly recorded and charged against the employee's appropriate leave.

Compensatory time off must be approved by the employee's supervisor prior to taking the time off. The supervisor must consider current and predicted working conditions and requirements before allowing an individual to take compensatory time off.

Part-time employees are required to be present at their assigned workplace for the total hours for which they are being compensated, unless absence is authorized by the Department Director. All absences must be properly recorded.

Required attendance at training courses will be considered as hours worked.

Travel to and from an employee's home and the employee's regularly assigned workplace will not be counted as hours worked.

Stand By

Employees who are on a standby status will be compensated in accordance with their department directives/policies. (Create PW standby policy)

Recall

An employee called to return to work within one hour before or within one hour after the regular work shift is considered an extension of the work day and included in the total hours worked on that day. If recall (call-out time) is more than one hour before or more than one hour after the regular work shift, a minimum of two hours will be paid.

Employees will not be compensated with recall (call-out) pay when the duty involved is training or a meeting.

A minimum of two (2) hours will be paid for all call outs after normal working hours. If an employee works more than two (2) hours on the problem, the employee will be paid for the total hours actually worked.

When an employee is in official travel status for which travel expenses are reimbursable, time spent in travel beyond the normal workday on the first and last day of such travel will be considered as hours worked.

Non exempt employees on a recognized lunch break of 30 minutes or longer are prohibited from performing any of their job functions during their lunch break. Employees are encouraged to take their lunch break away from their work area, but if they remain on the premises they shall not perform any duties while on lunch break.

Employees are prohibited from working at home unless authorized to do so by their Department Director.

Employees may not voluntarily perform their regular duties for the City without compensation.

6.9 OVERTIME:

It is the City's policy to avoid overtime work when possible. However, overtime work may be necessary to meet emergency situations, seasonal or peak workload requirements or to make accommodations when a department is understaffed. Department Directors are responsible for advance planning to minimize the need for overtime. Overtime is defined as the hours of authorized actual work preformed by a non-exempt employee in excess of forty (40) hours during the established work week.

Overtime is compensated as follows:

Non-exempt employees must have supervisor approval prior to working overtime. The repeated performance of unauthorized overtime will result in disciplinary action.

Non-exempt employees shall be compensated for overtime at one and one-half (1.5) times the regular hourly rate of pay in accordance with Fair Labor Standards Act (FLSA). Only hours actually worked over forty (40) per work week will count as hours worked for the purpose of computing overtime. Therefore sick leave, annual leave, administrative leave or any other type of leave will not count as hours worked for overtime pay purposes.

When an employee does not work on a holiday, but receives holiday pay, these hours are considered as time worked to determine if an employee has satisfied the minimum hours per week required to be eligible for overtime pay.

6.10 Work Break

Each administrative area may allow employees one work break during the first half of their work shift and one work break during the second half of their work shift, provided that:

No single work break will exceed fifteen (15) minutes absence from the employee's work station.

An employee may not accumulate unused work breaks.

Work break time can not be used to cover for employees' late arrivals or early departures from duty.

Permission to take work breaks is based upon workload demands and may be withheld at the discretion of the supervisor.

6.11 Emergency Operations

During a declared City emergency procedures may be changed as required due to the circumstances and conditions.

A declared City emergency is a condition that may affect or does affect a large part of the City population, corporate limits, city property or resources available to the City. This condition may be a result of, but not limited to, a wind storm (hurricane, tornado), flood, fire, earthquake, hazardous materials and/or civil disobedience.

A City emergency may be declared by the Mayor or his/her designee, or the City Manager.

During a City emergency work schedules of individual employees may be altered without notice.

During times of declared emergencies scheduled leave time may be cancelled. After the emergency no longer exists an employee may re-schedule the employee's remaining leave time at the discretion of the Department Director.

Employees who are on leave during a declared emergency may be recalled to work at the Supervisor's discretion. After the emergency no longer exists an employee may re-schedule his/her remaining leave at the discretion of the Department Director.

During a declared emergency, employees may be temporarily released from normal duty and may be assigned to other needed tasks as determined by the City Manager. All employees will receive their normal straight time pay for their regular work period if released during the declared emergency.

Exempt employees who are recalled to duty or remain on duty during the declared emergency when city facilities are closed and other employees have been released from duty will receive their normal straight time pay in addition to receiving pay at their hourly rate of pay for any hours worked beyond their regular hours. Employees will continue on this pay schedule for the duration of the declared emergency. After the declared emergency no longer exists, employees pay schedules will revert back to the regular pay schedule.

Non-exempt employees who are recalled to duty or remain on duty during the declared emergency when city facilities are closed and other employees have been released from duty will receive their normal straight time pay in addition to receiving pay at 1.5 times their normal rate

of pay for all hours worked. Employees will continue on this pay schedule for the duration of the declared emergency. After the declared emergency no longer exists, employees pay schedules will revert back to the regular pay schedule

6.12 ACTING PAY

Permanent fulltime employees assigned for thirty (30) calendar days or more to a position in a higher pay grade shall receive a 5% increase retroactive to the first day of the transfer.

When an employee temporarily works in a lower paid job classification, they shall receive the rate of pay for their regular job classification.

A routine assumption of duties that occurs in the absence of another employee on vacation or with a short-term illness is not a transfer and does not affect salary.

Upon reinstatement to the employee's previous job classification, the employee will receive the hourly rate of pay earned prior to the time acting pay status was granted, in addition to any merit increase/wage adjustment that may be applicable.

6.13 HOLIDAYS

The following holidays and any such other days as the City Commission may declare are designated as official holidays for City employees:

New Years Day	(January 1)
Martin Luther King, Kr. Day	(third Monday in January)
Memorial Day	(last Monday of May)
Independence Day	(July 4)
Labor Day	(first Monday in September)
Veteran's Day	(November as observed)
Thanksgiving Day	(fourth Thursday in November)
Day after Thanksgiving	(fourth Friday in November)
Christmas Eve	(December 24)
Christmas Day	(December 25)
Floating Holiday	(Can be taken off throughout the calendar year with supervisor approval)

When a holiday falls on Sunday, the following Monday shall be observed in lieu thereof. When a holiday falls on Saturday, the preceding Friday is observed. In certain instances where two days off are scheduled, i.e., Christmas Eve and Christmas Day, the City Manager may approve going forward or backward two days to insure a holiday does not fall on a Saturday or Sunday or change the actual day observed for the holiday to create a more effective work schedule.

All full time employees on the active payroll on the date of the holiday, including such employees who are receiving occupational injury or occupational illness pay through Workers' Compensation, are eligible for holiday pay at their regular rate of pay. When a holiday is

observed on a scheduled work day, an eligible employee may be paid up to a maximum of eight (8) hours pay for that day.

When a fulltime non-exempt employee works on a holiday, the employee is paid one and one-half (1.5) times regular rate of pay for actual hours worked on a holiday plus holiday pay at the regular rate of pay up to a maximum of eight (8) hours pay for that day. Hours paid as holiday pay are counted toward the minimum hours per week required to be eligible for overtime pay.

ABSENCE DUE TO ILLNESS

An employee scheduled to work a holiday who fails to work because of sickness or injury shall not receive holiday pay unless:

The employee notifies the Director at least one (1) hour before the employee is scheduled to report for work and; upon request, the employee presents evidence satisfactory to the Director, which may be a medical excuse that the absence was due to a bona fide, unforeseen serious illness or injury.

The Director may excuse the above one hour requirement if the Director determines that a failure to notify as required was for a reason clearly beyond the employee's control.

HOLIDAY ON A VACATION DAY

Employees on a scheduled vacation who meet the eligibility requirements for holiday pay will be paid for their regularly scheduled hours for the holiday(s) that fall within their vacation leave period. If a holiday falls during a leave of absence without pay, the employee shall receive no holiday pay.

The provisions of the Family Medical Leave Act (FMLA) may apply in certain situations. (See FMLA Section)

SECTION 7 BENEFITS

7.1 VACATION LEAVE

The Department Heads shall determine when vacation leave shall be granted in their Departments. The City Manager shall have authority to approve or disapprove leave for Department Heads.

All regular full-time employees covered by this article shall earn Vacation Leave in accordance with the following schedule:

Years of Service	Bi-Weekly	Vacation Hours per Year
Less than One Year	1.539 Hours	40 Hours
Over One to Six Years	3.693 Hours	96 Hours

Over Six to Eleven Years	4.616 Hours	120 Hours
Over Eleven to Twenty Years	6.154 Hours	160 Hours
Over Twenty Years	7.693 Hours	200 Hours

Paid vacation will be earned, but may not be taken during the first six (6) months of employment.

Vacation leave will be paid at the employee's current base rate of pay. As vacation leave is for a period of recreation and rest, no employee shall be permitted to waive such leave for the purpose of receiving double pay or for the purpose of accumulating separation pay. All employees are encouraged to take vacation leave as earned yearly. However, an employee may carry over one-half vacation leave to a succeeding year. No more than one-half of earned vacation leave may be carried over to a succeeding year without written approval from both the employee's Department Head and City Manager. Vacation leave may be accumulated to a maximum of 240 hours. Department Directors may earn up to a maximum of 320 hours.

Helen to check on highlighted portion

Vacation Leave in excess of the maximum allowed hours will not be carried over unless:

Employees who have their request for leave denied or canceled by their supervisor, can request those hours be carried over.

Requests to carry over leave in excess of the maximum must be submitted in writing to the City Manager, via the employee's chain-of-command. Denied or canceled leave slips must accompany the written request.

All carried over hours must be utilized within three months of approval, or be forfeited.

Unless the employee resigns without providing the City at least two weeks notice, or is terminated for violation of City policies and procedures, the employee shall be paid for granted and unused annual leave in the regular scheduled final paycheck at the current rate up to the maximum hours allowed. For employees hired after October 1, 2011, the employee must work five continuous years of service before being eligible for a payout of annual leave.

REQUEST FOR VACATION

A. The request for vacation leave shall be submitted to the employee's Director on City approved forms.

B. Vacation leave may be taken only after approval by the Department Director, but every employee shall be encouraged to take leave during the year.

C. Leave may not be taken prior to the time it is credited. Leave will not be used in increments of less than one-half hour.

D. Where two (2) or more employees request the same vacation period, the employee with the most City seniority will be given preference; except where a junior employee's vacation time has already been approved.

7.2 SICK LEAVE

1. A regular, full-time non-union employee shall accrue sick leave at the rate of eight (8) hours per month, which shall be credited on the second pay period of the month. Sick leave which accrued at the end of the second pay period is not available for use until the following pay period. Sick leave must be used in increments of no less than one-half hour, and may not be taken prior to the time of accrual. There is a 1040 hour maximum amount of sick leave which the employee may accumulate during his/her entire period of employment.

2. Sick leave may only be used by an employee for the following reasons:

    a. Illness or injury which prevents the employee from performing his/her duties
    b. Medical, dental, psychological or optical consultation or treatment
    c. Maternity
    d. Legal quarantine due to exposure to contagious diseases.
    e. Sick leave may be used for medical or health treatment, which cannot be arranged outside of working hours, for the employee and immediate family. For the purpose of this section, employee's immediate family is defined as the employee's father, mother, spouse, children, grandparents, grandchildren, step parents, step children, or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under court appointed guardianship of the employee or the employee's spouse.

3. An employee who has either requested or taken sick leave in excess of three (3) consecutive work days may be required to provide a physician's certificate or other medical verification which documents the reason for the employee's absence, the date the employee or family member was under the physician's care and the date on which the employee was able to return to work. The failure of an employee to provide this written verification shall result in the leave being unexcused and shall result in the employee either having the necessary vacation deducted or, if there is inadequate vacation time, being granted the leave without pay.

4. Any employee whose use of sick leave appears to be excessive or to form a pattern indicating possible abuse may be disciplined in accordance with the city's discipline policy.

5. The employee will earn eight (8) hours of annual leave incentive for not taking any sick leave in a 6 month period of time, based on the employee's anniversary date. An employee can earn up to a maximum of 16 hours for the year, but will not be awarded the incentive time until their next anniversary date in which they did not take any sick leave.

6. While on sick leave, employees are expected during their normal duty hours to remain at their:

    a. Respective residences
    b. Immediate family's residence
    c. Medical care provider's office
    d. Hospital
    e. Emergency care center
    f. Pharmacy
    g. Enroute to or from one of these locations.
    h. Members may leave their residence for such time as is necessary to obtain food and sustenance.

7. The employee should be prepared to have a supervisor check on his/her condition or whereabouts during their normally scheduled work day.

8. Requesting sick leave:

    a. Use of sick leave for more than three consecutive workdays may require medical documentation.

    b. Employees are required to notify their immediate supervisor on the first day of sick leave one hour before their scheduled shift. This procedure shall be followed for each day the employee is unable to work, unless prior approval waiving this requirement is given by the Department Director. Failure to comply may result in disciplinary action.

    c. Unless medical documentation has detailed a certain number of day's an employee will miss, the notification procedure will be the same for each subsequent missed work day.

    d. Sick Leave will not be authorized when a request for other leave is denied, unless the employee provides medical documentation.

    e. Employees who are absent from work due to sickness and who have not accrued sufficient Sick Leave to cover the absence, will be allowed to use vacation leave. If they have exhausted all forms

of leave, they will be carried on the time sheet as leave without pay for the number of hours not covered.

10. Documentation:

    a. If not already completed, upon returning to work, the employee will complete a leave request slip in full.

    b. When using sick leave and advance notice is known (medical/dental appointments, etc.), the time off request will be completed before the leave is taken.

11. Supervisory duties:

    a. Supervisors will ensure the employee is eligible for the leave requested before the leave is taken.
    b. After more than a week of sick leave, the supervisor will notify the City Clerk's Office via the chain of command of the employee's status.

Upon cessation of employment by resignation, retirement, or death, the employee or employee's estate shall be compensated for unused accumulated sick leave in accordance with the following schedule at the rate of pay in effect at the time of cessation:

- Resignation after 15 years of continuous service up to 360 hours
- Retirement and/or death after five years of continuous service up to 720 hours

7.3 BEREAVEMENT LEAVE

Bereavement Leave is available to employees as a special privilege under circumstances established in this policy.

PROCEDURE

In order to determine eligibility for leave with pay, employees requesting leave are to complete the appropriate leave form. Upon receipt of the request, the employee's Supervisor and Department Head will review the information provided, obtain any other verification needed, and determine whether the employee meets established policy requirements to receive compensation for the absence incurred. If the requirements are met for compensation, the employee's Supervisor and Department Head will approve the request and forward the documentation to the Finance Department.

If approval is denied, the employee shall be informed and the finance department shall make appropriate payroll adjustments.

The request form, whether approved or denied, shall be filed in the payroll record.

GUIDELINES

When a death occurs in the immediate family of an employee, that employee shall receive three (3) days off without loss of pay or benefits.

If the funeral occurs outside of the State of Florida, the department director shall have discretion to grant up to two (2) additional days off, without loss of pay or benefits. Bereavement Leave will not be charged against sick leave, vacation, holiday or overtime.

Immediate family as cited above shall be defined as father, mother, spouse, children, father-in-law, mother-in-law, brother, sister, grandparents, grandchildren, step-parents, step-children, or members of the family domiciled in the household to include foster relatives, or any relative who has been declared to be under a court appointed guardianship of the employee or the employee's spouse.

Bereavement leave is a leave benefit only and no compensation will be paid for unused bereavement leave. Verification of need may be required before bereavement leave is authorized.

7.4 LEAVE OF ABSENCE WITH PAY

Jury Duty

A full time employee who is summoned to jury duty shall be granted time off with pay for the time actually spent on jury duty or. The employee must:

- Notify his/her supervisor of the summons immediately upon receipt and provide the summons to his/her supervisor with an estimate of the duration of the absence; and

- Report to the supervisor immediately upon the conclusion or continuance of such jury duty or court appearance.

The City may reschedule the working hours and days of work of a part time employee who is summoned to jury duty. If it is not feasible or practical to reschedule the employee's hours of work, the City shall grant the employee time off with pay for the time actually spent on jury duty.

All monies received by employee for such services shall be remitted to the City.

In order to receive time off with pay for jury duty, the employee must abide by the provisions contained above.

Court Appearance

If any employee is subpoenaed as a witness unrelated to City business, the City will grant the employee leave without pay or accrued vacation leave to the extent that the Department Head approves.

Meetings

With prior approval, an employee may be granted leave with pay to attend professional meetings or conferences which contribute to the effectiveness of the employee's work performance.

Examinations

With prior approval, employees may be granted leave with pay while taking examinations before a Federal, State or County agency, provided such examinations are pertinent to his/her City employment.

Military Leave

1. Military Leave will be granted in accordance with Chapter 115 and 250.48 of Florida Statutes.
2. An employee in the United States Reserve Forces or the Florida National Guard will be granted Military Leave for training purposes with full pay and without loss of benefits.
    a. Such military leave will not exceed 17 calendar days in a calendar year.
    b. An employee assigned to active military duty for training in the United States Reserve Forces or the Florida National Guard will be granted military leave without pay for any period extending beyond 17 calendar days in a calendar year.
3. Employees who are service members in the National Guard or a reserve component of the Armed Forces of the United States shall be granted leave of absence from their respective offices and duties to perform active military service. The first 30 days of any such leave of absence to be with full pay.
4. Employees who are service members of the Florida National Guard are entitled to leave of absence from their respective duty without loss of pay or time on all days during which the officer or employee is engaged in active state duty for a named event, declared disaster, or operation pursuant to Florida statutes. 250.28 or s. 252.36. Such leave with pay shall not exceed 30 days.

5. A request for military leave will be:

a. Submitted to the department director.
b. Accompanied by proper military orders.

6. An employee serving on a Military Leave of Absence will retain seniority and continuous service rights.

7.5 LEAVE OF ABSENCE WITHOUT PAY

Military Leave

An employee called to compulsory military service is automatically placed on leave pursuant to state and federal law for the duration of his/her military duty. Upon completion of such service such employee shall be reinstated in the position held at the time of entry into the service, at the same salary the employee would have received had such leave not been taken, based on the following conditions:

1. That the position has not been abolished or the term thereof, if limited, has not expired.
2. That the employee is physically and mentally able to perform the duties of such position. If requested, the employee shall submit to appropriate medical examinations at the City's expense to evaluate physical and mental capabilities.
3. That the employee makes written application for reinstatement to the City within applicable statutory time limits after termination of such service.
4. That the employee submits an honorable discharge or other form of release by proper military authority establishing satisfactory service. Upon such reinstatement, the employee shall have the same rights with respect to accrued and future seniority status and other benefits of permanent full-time employment as if the employee had been actually employed during the time of such leave.
5. The City will abide by all laws and guidelines.

Scheduling Leave of Absence Without Pay

Leaves of absence without pay may be authorized by Department Directors with approval of the City Manager for periods not to exceed sixty (60) calendar days. With the exception of an across the board raises, no wage increases, vacation/sick leave or retirement benefits shall be accrued while an employee is on leave without pay. Employee will be responsible for the entire premium for health, dental and life insurance.

All leave without pay must be approved in advance. The employee must request leave without pay by submitting a leave request to their immediate supervisor who will indicate recommendation for approval or rejection and forward the leave request to the next level supervisor, etc., with the ultimate approval or rejection by the City Manager.

Employees must request leave without pay at the earliest possible date. Untimely requests may result in a delay of the starting date for the requested leave.

This action may result in demotion, lay off, or reclassification of any employee equivalent or junior to the returning employee. It is City policy to avoid termination of employment of any City employee so displaced if reasonably possible and within the constraints of sound fiscal policy.

7.6 Domestic or Sexual Violence

The City is committed to promoting the autonomy, safety and health of our employees and to providing leadership in recognizing the impact of domestic and sexual violence on staff and in the workplace. The purpose of this policy is to detail the support available to staff who are victims of domestic or sexual violence, and to detail the disciplinary consequences to staff members who commit, threaten or have been held legally responsible for committing acts of domestic or sexual violence.

It is the policy of the City to provide support and assistance to employees who are experiencing domestic or sexual violence. This support includes: confidential means for coming forward for help, resource and referral information, additional security at the workplace, work schedule adjustments and leave necessary to address the impact of domestic or sexual violence. Written resource and referral information is available in languages understood by all employees. Other appropriate assistance will be provided based on individual need.

Confidentiality

The City will respect the confidentiality and autonomy of the adult experiencing domestic violence to direct his or her own life. However, in accordance with Florida law reporting for certain populations is required. All information relating to leave taken under this policy will be kept confidential.

Leave Options for Employees Who Experience Domestic or Sexual Violence:

A. Any employee may take up to 24 hours of unpaid leave from work in any 12-month period if the employee, or a family or household member of the employee, is the victim of domestic or sexual violence, for the purpose of:

   1. Seeking an injunction for protection against domestic violence, repeat violence, dating violence, or sexual violence.

   2. Obtaining medical care or mental health counseling, or both, for the employee or a family or household member to address physical or psychological injuries resulting from the domestic or sexual violence.

   3. Obtaining services from any victim-services organization.

4. Making the employee's home secure from the perpetrator of the domestic or sexual violence, or seeking new housing.

5. Seeking legal assistance in addressing issues arising from the act of domestic or sexual violence, or attending and preparing for court-related proceedings arising from the act of domestic or sexual violence.

B. The employee seeking leave under this paragraph should follow ordinary procedures for leave requests, or, in instances where a request in advance is either impracticable or unsafe, the employee should call his/her supervisor as soon as possible to inform the supervisor regarding the reason for his/her absence. Employees are not required to exhaust accrued leave time in advance of seeking leave under this paragraph.

C. Requests for additional hours of leave, or for other purposes than those recited above, will be considered on an individual basis on consultation with the employee, her/his supervisor and the approval of the City Manager. Additional hours of leave, beyond the 24 hours of leave authorized above, may be taken as unpaid leave or as accrued leave.

D. The employee, supervisor and the City Manager are encouraged to explore whether any other paid options can be arranged, including schedule accommodations, which will help the employee cope with a domestic or sexual violence situation without having to take an unpaid leave.

Procedures for Employees with Performance Issues Related to Domestic Violence:

A. The City recognizes that people experiencing domestic or sexual violence may have performance or conduct problems such as repeated absences from work, or inability to concentrate on work tasks, as a result of abuse. When an employee is subject to disciplinary action discloses that the job performance or conduct problem is caused by domestic or sexual violence, a referral for appropriate assistance should be offered to the employee.

B. The supervisor, in collaboration with the employee and Department Director, should allow a reasonable time for the employee to obtain assistance regarding the domestic or sexual violence.

Disciplinary Procedures for Employees Who Commit Acts or Threats of Violence:

A. The City is committed to a workplace in which the perpetration of domestic or sexual violence is neither tolerated nor excused. Any physical assault or threat made by an employee while on City premises, during work hours or at a City sponsored event is a serious violation of City policy. This policy applies not only to acts against other employees, but to acts against all other persons, including intimate partners. Employees found to have violated this policy will be subject to disciplinary action, up to and including discharge.

B. Employees who are convicted of a crime as a result of domestic or sexual violence, or who are subject to a Domestic Violence, Dating Violence, Sexual Violence, or Repeat Violence injunction, may be subject to disciplinary action, up to and including discharge, depending on the circumstances.

C. The City understands that there is the possibility of wrongful conviction of assault in the case of victims of domestic violence, who act in self-defense. The City will consider the context of the conviction before deciding on disciplinary action or discharge.

7.7 LIFE INSURANCE

Life insurance may be provided to all permanent full time employees as determined by the City.

7.8 PENSION

General Employees

The City of High Springs offers a retirement plan through the Florida Retirement System (FRS) for all full time eligible employees. The City reserves the right to change and/or eliminate this plan. Employees should contact the City Clerk's Office for more information regarding the FRS.

7.9 DEFERRED COMPENSATION

Deferred Compensation is a voluntary plan which may be provided by the City to assist employees in providing an option for additional retirement benefits. The total contribution is tax deferred and paid for by the employee. Contact the City Clerk's Office for enrollment information.

7.10 VOTING

During a primary or general election, an employee who is registered to vote and whose hours of work do not allow sufficient time for voting shall be allowed the necessary time off with pay for this purpose, upon notification and approval of their supervisor.

7.11 HEALTH INSURANCE

The City makes available comprehensive group insurance for medical, dental and vision for full time employees. The City's employer contribution rates will be determined annually by the City. The City shall make no contribution to dependent coverage. If an employee elects dependent coverage, the full group premium cost for dependents will be paid by the employee. The dependent must fall within the City guidelines established for dependent coverage. Carrier and plan coverages are subject to modification at any time. Employees may temporarily extend health coverage at group rates upon separation in accordance with the Consolidated Omnibus Budget Reconciliation Act (COBRA of 1985). Detailed provisions or current policies may be obtained from the City Clerk's Office.

Employees who retire may continue their group medical insurance coverage. The retiree will pay the full premium for continued coverage.

All benefits granted in this section by the City are expressly conditioned upon budgetary consideration and subject to and limited by all of the rights granted to and reserved by the City, including the right to change and/or eliminate any and all benefits not required by law.

Additional benefits may be available at full cost to employees. Contact the City Clerk's Office to determine if any such additional benefits are offered.

SECTION 8 TRAINING AND DEVELOPMENT

8.1 Employee Education/Training:

The City encourages its employees to get job related advanced education and training in their respective fields of work. The City will assist employees with education and training under the following guidelines:

A. Mandated Training/Education - When the City requires an employee to participate in an education or training program, the City will bear the full costs of the employee's participation including: per diem, hourly pay, tuition, books, travel cost, etc, as it applies.

B. Voluntary Education - Employees will be reimbursed for tuition upon satisfactory completion of a pre-approved class at an accredited college or university. Reimbursement shall be based on availability of funds and in accordance with the following:

1. Application Procedure:
   a. The employee must submit a timely application to his/her supervisor prior to registering for the course.
   c. Employee will only be reimbursed for the course if they are still employed by the City upon completion of the course.
   d. Employee must certify that they are not receiving any funds for reimbursement from any source other than the City of High Springs (i.e. grants or other source of financial aid).
   e. A grade of "C" or higher is required as a final grade for the course.
2. Reimbursement
   a. No reimbursement will be made for an incomplete course and no employee will be reimbursed more than five hundred $500 dollars per fiscal year.
   b. A pre-approved application form, accompanied by tuition receipt and evidence of satisfactory completion of the course with

appropriate grade must be submitted through the City Manager to the Finance Department for reimbursement.

c. Reimbursement shall be as follows:
   i. Grade A or Pass in Pass/Fail = 100% reimbursement
   ii. Grade B = 90% reimbursement
   iii. Grade C = 80% reimbursement
   iv. Lower than C or failure = No reimbursement

Should an employee leave City employment, other than by normal retirement or death, prior to two (2) years, after completion of the course, the employee shall reimburse the City within six (6) months after termination for any reimbursement costs due. Payment shall be taken from the employee's benefits, if any, accrued at the time of termination.

SECTION 9 MEDICAL - ILLNESS OR INJURY

9.1 WORK RELATED INJURIES/WORKERS' COMPENSATION

All work related injury, regardless of severity, must be reported and documented whether medical treatment is waived or obtained by the employee. Any employee injured in the line of duty must make an immediate written report to the supervisor at the employee's first opportunity, regardless of the extent of the injury. The supervisor must report the injury to the City Clerk's Office immediately upon being advised that an injury to an employee has occurred.

In the event an employee refuses medical care, a signed statement to this effect should be obtained from the employee and submitted to the City Clerk's Office.

9.2 BENEFITS

An employee who misses work as a result of a work-related injury that is compensable under the Workers' Compensation Law, Chapter 440, Florida Statutes (or as subsequently amended), shall receive his/her normal salary for the time actually missed, up to a maximum of seven (7) calendar days, beginning with the date of injury. Injury time shall be cumulative and shall not exceed seven (7) calendar days.

This seven (7) calendar day benefit shall not be charged to the employee's accumulated vacation leave or sick leave. Such leave shall continue to accrue during the initial seven (7) calendar day period of injury during the period of Workers' Compensation disability. Sick leave, and vacation days earned shall be limited to amounts equal to one-third of those normally accrued. Once utilized, there will be no further accumulation of vacation and sick leave. Helen to check out

If the employee is unable to resume work at the end of seven (7) calendar days, Workers' Compensation will begin on the eighth (8th) day at the rate of 66-2/3% of the employee's gross salary (computed on the average weekly wage paid for the thirteen (13) weeks prior to the date of injury), in accordance with the Workers' Compensation Law (or with statutory provisions if subsequently amended). In addition, an employee may receive sick leave, or vacation leave, if

applicable, equivalent to one-third (1/3) the scheduled daily hours for each day of eligibility under Workers' Compensation. However, in no case shall an employee's benefits exceed the total amount an employee would have been paid in the absence of injury.

FOLLOW-UP TREATMENT

Those employees, upon returning to work, requiring follow-up treatment due to a work related injury may be allowed time from work with pay for such treatment provided treatment is not reasonably available during non-working hours. Each absence from the work place, due to follow-up treatment, may not exceed three (3) hours. Time away from the work place, in excess of three (3) hours, will be charged to the employee's vacation leave.

Treatment must be prescribed and/or recommended by a City authorized physician, Workers' Compensation physician or approved medical treatment facility. The employee shall provide written documentation of the prescribed and/or recommended treatment to the Supervisor/Department Director. Department Directors shall have the responsibility of monitoring an employee's use of City time for follow-up treatment. An employee may be denied use of City time for such treatment if abuse is determined.

In the event an employee is injured on the job, the following procedures apply:

A. First aid should be applied for all minor injuries not requiring professional medical attention. Drug screening will be ordered at the supervisor's discretion as set forth in the Drug Free Workplace policy.
B. *NOTIFY YOUR SUPERVISOR.* If an injury has not been reported to a supervisor, there may be no coverage by the City's Workers Compensation insurance program. All treatment must be pre-authorized except in the case of a life-threatening emergency.
C. If medical treatment other than minor first aid treatment is needed, the employee shall be sent immediately to the City's designated Workers Compensation medical provider. Drug screening may be required by the City's Drug Free Workplace policy.
D. Call 9-1-1 for all injuries that are serious in nature. When in doubt about seriousness, call 9-1-1. Employees with serious injuries should be transported immediately for treatment. Drug screening shall be required by the City's Drug Free Workplace policy.
E. Supervisors must complete a Supervisor's Report of Injury/Illness Form and forward it to the City Clerk's Office along with a completed the First Report of Injury or Illness Form by the end of the supervisor's workday.
F. Supervisors or the Department Director must contact the City Clerk's Office. All inquiries concerning any accident are to be referred to the City Clerk's Office. The City Clerk will report all incidents to the insurance carrier.
G. All medical treatment subsequent to the initial treatment must be approved by the City's insurance carrier. Only approved medical providers can treat employees for on the job injuries. Treatment by an employee's personal physician must be approved prior to any treatment by the City's insurance carrier. Employees must notify their supervisor and City Clerk's Office of all follow-up medical appointments.

9.3 MODIFIED/LIGHT DUTY

The City, at its sole discretion, retains the right to offer an employee who sustains a work related illness or injury a temporary light duty or modified duty assignment for a period not to exceed 120 days. Such duty shall be in accord with the restrictions set forth by the authorized treating physician. Unless the attending physician specifically documents that the employee cannot perform light duty work, all employees will be required to perform light duty work. While there is no employee entitlement to light or modified duty, an employee who is offered such a temporary duty assignment and declines shall not be compensated for time off. Department Directors will assign all light duty work. The attending physician will document any physical or mental restrictions and when or if the employee can return to his/her regular work.

A. Definitions:

1. Light/Modified Duty – Temporary job assignment, if available, within or without the employee's regular department, as more fully described in section C below.
2. Lost Time – When an employee is taken off of work by the authorized treating provider or when an assessment by the injured employee's supervisor, the Department Director and the City Manager concludes that the employee's work restrictions cannot currently be accommodated.

B. Follow-up:

1. The injured employee shall attend all scheduled follow up medical appointments. If an injured employee cannot attend an appointment, he/she shall notify the insurance provider and the medical provider at least 24 hours before the appointment.
2. The injured employee should schedule appointments after his/her normal working hours. If this is not possible, the employee can attend the medical appointment during work hours. Only the actual time for travel and the appointment will be allowed. The employee must return to work if the workday has not ended.
3. Following any appointment for treatment of a workplace injury, the employee shall immediately contact his supervisor and provide current work status documentation. The supervisor will send the work status documentation to the City Clerk's Office.

C. Light/Modified Duty:

1. Relates to employees whose illness or injury was job related.
2. Injured employees are often returned to work on light duty with specific restrictions. If an employee is returned to work, the supervisor will not assign duties that are beyond the employee's restrictions. If an injured employee willfully violates his work restrictions, he/she may be subject to progressive discipline that may include termination.
3. Supervisors shall review the restrictions placed on the employee and determine the ability of the employee to perform any needed work. If the supervisor feels

that the employee's restrictions cannot be reasonably accommodated, the employee shall be sent home and the City Clerk's Office notified. The City Clerk's Office will schedule an assessment of the employee's work capabilities.

a. The injured employee's supervisor and the Department Director will conduct the assessment.

b. If it is found that the employee's restrictions cannot be reasonably accommodated, the employee will be placed on lost time status pending further assessment of restrictions or another position becomes available.

4. The light duty program requires the participation of all injured employees who are released to perform light duty work by the Authorized Treating Provider. If an injured employee refuses to participate in the program, certain workers compensation benefits may cease.

5. While on light duty, the injured employee will receive the normal hourly rate of pay and benefits. Scheduled hours of work may be reduced.

6. Light duty is temporary and is not considered a permanent accommodation to a workplace injury.

7. A light duty assignment may not extend beyond 120 days. When an employee has been in a light duty assignment for 10 days, an assessment will be made by the employee's supervisor regarding the employee's progress.

8. When an employee has reached Maximum Medical Improvement (MMI) as determined by the Authorized Treating Provider, an assessment will be made regarding the employee's ability to return to regular job duties.

a. The injured employee's supervisor and the Department Director will conduct the assessment.

b. If it is found the employee cannot perform his/her regular job duties with or without reasonable accommodation, posted jobs will be reviewed to determine the employee's ability to work in other positions. If the employee is qualified and meets the minimum physical requirements for a posted job, he/she will be considered for that job. If selected for the job, salary will be determined according to compensation guidelines.

i. If an employee refuses to accept an offered job, the employee will be terminated.

ii. If a position is not available for the employee, the employee will be terminated.

D. Lost Time:

1. The injured employee in lost time status is to contact his supervisor a minimum of once a week (not including weekends and holidays), to update the supervisor on his/her condition.

2. The injured employee in lost time status may be required to return all City owned equipment to his/her supervisor.

3. Once the employee has been released to return to work, he/she will notify the supervisor immediately. Failing to do so may subject the employee to discipline.

4. The injured employee will not accumulate leave or sick time while in lost time status. Helen to research.
5. Lost time due to a workplace injury will count toward the employee's Family and Medical Leave Act (FMLA) entitlement.

9.4 FAMILY/MEDICAL LEAVE

The Family/Medical Leave Policy of the City of High Springs provides eligible employees up to twelve (12) weeks of leave per calendar year for specified family and medical reasons, in accordance with the Family Medical Leave Act (FMLA). Helen-will research eligibility period.

9.5 SAFETY PROGRAM

The City of High Springs is interested in the safety and well being of every employee and the general public. It is the intent of the City to provide safe equipment, procedures, and surroundings for all employees. The City Manager shall be responsible for establishing and maintaining a comprehensive safety program.

SECTION 10 CODE OF CONDUCT

10.1 Code of Ethical Standards

A. Declaration of Policy:
To encourage employees to conscientiously maintain acceptably high ethical standards, the voters of Florida in 1976 approved Article II, Section 8, of the Florida Constitution entitled "Ethics in Government". In addition, the Florida Legislature enacted Florida Statutes Chapter 112, Part III, entitled "Code of Ethics for Public Officers and Employees". These provisions are general in nature and the Commission on Ethics, authorized by Section 8 of the Constitution and created by Florida Statutes, Chapter 112, encourages political subdivisions including municipalities to adopt ethical standards tailored to their particular needs. In accordance with these statutes and constitutional provisions, the City of High Springs hereby adopts this Code of Ethical Standards. Since it is neither desirable nor possible to list all possible activities that could result in a breach of the public trust, this code serves as a guideline and statement of policy. Each employee bears a personal responsibility for assessing his or her own compliance with these policies and procedures. The ethical connotations of every action shall be considered carefully and be directed toward enhancement rather than erosion of the public trust.

B. Administration of the Code of Ethics:
Where a question arises concerning whether or not any activity conforms to this Code of Ethics, the City Manager shall decide the question.

C. Fair and Equal Treatment:
Every employee must treat all citizens with courtesy, impartiality, fairness and equality under the law. No employee shall grant any special consideration, treatment or advantage to any citizen beyond that which is available to every other citizen.

D. Use of City Resources:
Use of City resources for other than City business is prohibited. Using City personnel, vehicles, equipment, material or funds (including expense accounts) for other than legitimate City business is prohibited and such prohibited use is considered a breach of ethics.

E. Conflict of Interest:
No employee shall solicit or accept free or discounted goods, services, prizes, gifts, favors, accommodations, entertainment, discounted loans or anything else of value. This code must be read as proscribing the appearance of impropriety as well as actual conflicts of interest. No circumvention of this code is permitted by diverting free or discounted goods or services to family or associates of employees in order to avoid direct acceptance of gifts.

Exception: No breach of ethics is deemed to occur under the following circumstances:

i. Free or discounted goods, services, loans, premiums and gifts available to the general public are excepted. Discounts, loans, premiums or gifts offered to the general public or a representative group thereof (a representative public group shall not predominantly consist of public officers and employees) may be accepted by employees on the same terms as offered to the public, provided there is no evident intent to influence the decisions or performance standards of the employees in performing their official duties. (This exception is intended to permit participation in discounts offered to the public via coupons in newspapers and other publications, discount sales offered to the public, premiums and prizes offered certain open membership groups such as bank and credit cards and loans on terms offered to the public or to members of other credit unions, and the like, where no relationship exists between the official position of the recipient and the discounted goods or services received).

ii. Restricted exception to food and drink at meetings and public gatherings. Food and drink may be accepted infrequently by employees without breach of ethics providing there is no evident intent to influence official decisions or performance standards. (This exception is intended to permit attendance at breakfast, lunch and dinner meetings of organizations and committees and the like

where the food is largely incidental to the occasion and expenditures per guest by the host are nominal).

iii. Promotional materials of inconsequential value are excepted. No breach of ethics occurs when the item accepted is unsolicited advertising promotional material or award and is of small resale value, such as a pen, pencil, note pad or calendar.

iv. Campaign contributions are excepted. No breach of ethics occurs when a campaign contribution is accepted and publicly reported in accordance with the applicable election laws.

v. Incentive and merit awards are excepted. If the City or any department, with the approval of the City Manager, offers or gives an award, prize, premium or such, no breach of ethics occurs when an employee accepts.

vi. Certain de minimis uses within the meaning set forth in the Internal Revenue Code.

F. Gratuities in General: Discretion and caution are recommended.
In accepting even nominal gifts, treats or benefits of any kind, all employees shall carefully refrain from incurring obligations expressed, implied or reasonably presumable by others. Therefore, ordinary discretion suggests a polite but firm refusal of even minor largess (including food or drink) from those having business relationships with the City, or from those who may be affected by the professional judgment and job performance of the gift recipient. This paragraph does not intend to inhibit normal gift giving among family and friends on festive occasions. It does aim to discourage business oriented or other gifts with even the subtlest connotations of reciprocal obligations that could be fulfilled with preferential treatment.

G. Contracts with the City:
Except for publicly recorded salary and benefits, no employee may receive any additional personal financial benefit (income, goods or service, or increase in equity or other value) from any transaction of the City, including contracts for construction and transactions for the sale or purchase of goods, services or real estate, except those indirect and incidental public benefits and conveniences accruing to all citizens under similar circumstances.

H. Policy or Legislative Matters Before the City Commission:
Any employee who has a financial or other private interest in any matter before the City Commission requiring a decision and vote by the Commission or who contributes to the preparation, presentation or discussion of an official report or recommendation to the City Commission affecting such financial or other private interest shall disclose at the appropriate public meeting, orally or in writing, duly recorded in the minutes thereof, the nature and extent of such interest. This disclosure shall be made prior to any vote by the City Commission.

I. Penalties:
Violation of the provisions of this policy may result in disciplinary action, up to and including discharge.

Creed for Public Employee:

A. The public employee feels that the public business is respectable, efficient and honorable and that it is as essential as private business.
B. The public employee realizes that loyalty is the foundation upon which the public service rests. He/she speaks well of and stands by the City whose wages support him/her.
C. The public employee is governed by high ideals in his/her public and private activities in order that he/she may merit the respect and confidence of people with whom he/she works, and the public, which he/she serves. He/she is careful to conduct himself/herself, both on duty and off, so as to reflect credit upon the City.
D. The public employee renders efficient service to the best of his/her ability, for efficiency begets public confidence and assures economical operation of municipal activities.
E. The public employee is resourceful and considers it his/her duty to improve himself/herself continually, to increase his/her output of work and to expand the scope of his/her usefulness.
F. The public employee has a thorough knowledge of his/her own job and possesses a profound respect for its importance.
G. The public employee is tolerant of the opinions and conduct of others. He/she has a full recognition of the rights and honest misunderstandings of the average citizen and of his/her fellow employees.
H. The public employee believes that a dual responsibility exists between him/her and the municipal government. Since the City is responsible for the payment of adequate wages, fair labor relation policies and job security, the obligation rests upon him/her to render honest, efficient and economical service in the performance of his/her duties.
I. The public employee is courteous, pleasant and tactful in his/her contacts with the public and fellow employees, for courtesy builds good will that money cannot purchase.
J. The public employee recognizes that the chief function of government is to serve the best interest of all persons all the time.

10.2 EMPLOYEE RESPONSIBILITY FOR PERSONNEL POLICIES

All employees are responsible for becoming aware of and familiar with the policies and procedures which govern their employment with the City.

All employees are expected to report immediately to their supervisor any and all suspected violations of these policies or of any City regulation. Failure to do so may subject the employee to disciplinary action.

10.3 Personal Conduct:

A. All persons employed by the City must remain constantly aware of the responsibility to the public and of the fact that they are representatives of the City. It is expected that conduct and appearance shall be commensurate with the position held. Employees will be respectful and courteous to the citizens of this community and others that they may come in contact with during the course of their duties.

B. City employees are frequently called upon to express opinions and to provide information concerning the City government its operations and its policies. Expressions of opinions shall be carefully weighed in the light of the probable effect and shall be based upon facts within the personal knowledge of the employee. A City employee is not deprived of the rights of citizenship which affords the right of free speech but shall be keenly aware of responsibilities and privileges as an employee of the City and understand that personal opinions will often be interpreted by others as representing the official position of the City.

C. Employees shall be informed concerning the policies and operations of City government. Such responsibilities increase with the importance of the position held. Admitting lack of knowledge concerning a question is far superior to an incorrect answer, but, if the situation requires it, the employee, under such circumstances, shall refer the questioner to the proper source of information or obtain actual facts and inform the person making the inquiry.

D. Employees are to refrain from repeating rumors and from creating dissension within the organization.

10.4 No Solicitation/Distribution:

Solicitation on City property causes employees to neglect their own work and interferes with the work of fellow employees. The following rules shall apply to solicitation or distribution of literature by employees on City property:

A. There shall be no solicitation during working time.

B. There shall be no distribution of literature during working time or any other time in any working area. "working time" means time designated for performing actual job duties, either by the person soliciting or distributing literature or the person being solicited or receiving literature.

C. Examples of "solicitation" include, but are not limited to, solicitations for magazines or periodical subscriptions, political contributions or membership in organizations. Examples of "distribution" include, but are not limited to, distribution of political literature, subscription forms or informational bulletins. Any such violation by an employee is grounds for disciplinary action, up to and including discharge.

D. Persons not employed by the City are forbidden from coming on City property to solicit or distribute material for any reason. All employees shall immediately report to their supervisor any solicitation or distribution of literature in violation of this rule by non-employees.

10.5 DISCLOSURE OF INFORMATION:

Information which is obtained in the course of official duties shall not be released by any employee unless the employee is charged with this responsibility as a part of his/her official duties. Employees may not, either directly or indirectly, use their official positions with the City or information obtained in connection with their employment for private gain or personal benefit.

10.6 OFFENSES OR VIOLATIONS OF LAW

Employees who are arrested, issued a criminal summons, issued a notice to appear, issued a criminal citation, or have their driver's license suspended, have an active warrant(s) or capiases against them, or are involved in a civil proceeding against the city will immediately notify their supervisor of the event and circumstances involved.

An employee in a driving position whose driver's license is revoked shall be terminated or, at the option of the City Manager, may be placed in a non-driving position under whatever conditions the City Manager considers appropriate, including disciplinary action.

An employee in a driving position whose driver's license is suspended shall be subject to disciplinary action, and if not terminated, may at the option of the City Manager, be placed in a non-driving position and shall not be allowed to hold a driving position until his/her driving record has not been charged with any additional points from the date of the suspension as follows:

Return to a driving position above shall be at the discretion of the City Manager.

10.7 PROMOTION OF PRIVATE BUSINESS

Employees are prohibited from promoting or conducting personal or private business for gain or personal benefit on City time or using City owned resources or equipment.

10.8 POLITICAL ACTIVITY RESTRICTIONS

It is the City's intent to promote more efficient public service by relieving public employees of political pressure and to protect against a clear, substantial, and direct threat to the efficiency, integrity, or morale of City employees, by regulating the political activities of its employees subject to city policies:

A. No City employee shall use his/her official authority or influence for the purpose of interfering with an election or a nomination of office or coercing or influencing another person's vote or affecting the result thereof.

B. No City employee shall directly or indirectly coerce or attempt to coerce, command, or advise any other officer or employee to pay, lend, or contribute any part of his salary, or any money or anything else of value to any party, committee, organization, agency or person for political purposes. Contributions which are strictly voluntary in nature for political purposes, are permitted.

C. No City employee shall directly or indirectly coerce or attempt to coerce, command or advise any such officer or employee as to where he might purchase commodities or to interfere in any other way with the personal right of said officer or employee.

D. All employees retain the right to vote as they may choose and to express their opinions on all political subjects and candidates.

E. Employees may express opinions on candidates or issues and participate in political campaigns only during off duty hours. No employee can take part in any political campaign while on duty, or within any period of time during which the employee is expected to perform services for which the employee receives compensation from the city. Tom to research

F. The use of employee work time or equipment, supplies or funds to assist political parties or candidates for public offices is prohibited.

10.9 SEXUAL AND OTHER FORMS OF HARASSMENT

Statement of Policy

The City is committed to a collegial work environment in which all individuals are treated with respect and dignity. Each individual has the right to work in an atmosphere that promotes equal opportunities and prohibits discriminatory practices, including sexual and other forms of unlawful harassment. Therefore, the City expects that all relationships among persons in the office be businesslike and free of bias, prejudice and harassment. In keeping with this commitment, the City maintains a strict policy prohibiting harassment of employees based on race, color, sex, religion, national origin, age, handicap or other protected status by other employees, vendors, contractors or guests.

Sexual Harassment Defined

Sexual harassment constitutes discrimination and is illegal under federal, state and local laws. For the purposes of this policy, sexual harassment is defined in the Equal Employment Opportunity Commission's Guidelines as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when, for example:

A. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment.
B. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual.
C. Such conduct has the purpose or effect of unreasonably interfering with an individual's work performance or creating an intimidating, hostile or offensive working environment.

Sexual harassment may include a range of subtle and not so subtle behaviors and may involve individuals of the same or different gender. Depending on the circumstances, these behaviors may include, but are not limited to the following if they are unwelcome to any employee exposed to the behavior: unwanted sexual advances; subtle or overt pressure for sexual favors; sexual jokes; innuendoes; advances or propositions; verbal abuse of a sexual nature; graphic commentary about an individual's body, sexual prowess or sexual deficiencies; leering, whistling, touching, pinching, assault, coerced sexual acts, or suggestive, insulting or obscene comments or gestures; display in the workplace of sexual suggestive objects or pictures; and other physical, verbal, or visual conduct of a sexual nature. This kind of behavior is unacceptable in the workplace and in any work-related setting outside the workplace such as during business trips and business-related social events.

It is also essential to understand that consenting romantic and sexual relationships between managers or supervisors in senior or supervisory positions and less-senior or lower-level employees, or between co-workers, may lead to unforeseen complications. The respect and trust accorded a more senior/supervisory person by a lower-level employee, as well as the position of the senior person to evaluate or otherwise supervise the lower-level person, could diminish the extent to which the lower-level employee feels free to choose whether or not to engage in such relationships. It is not the City's intention to attempt to legislate social behavior within the City. We do, however, recognize that encouraging and developing close social relationships, including dating, with employees makes any supervisor's job more difficult. Therefore, supervisors must refrain from dating and developing close romantic and/or sexual relationships with employees under their supervision. If a social relationship of this nature does develop the supervisor/subordinate role will be immediately resolved. The resolution may include transfer to another department or another option as deemed most appropriate by the City Manager and Department Director. This option may include discipline up to and including termination.

Individuals Covered Under the Policy

This policy applies to all applicants and employees whether related to conduct engaged in by fellow employees, supervisors, managers, or someone not directly connected to the City (e.g., an outside vendor, consultant, client, and volunteers).

Reporting an Incident of Harassment

The City encourages reporting all perceived incidents of harassment, regardless of the offender's identity or position. Individuals who believe they have been the victims of harassment shall discuss their concerns with either their immediate supervisor or the City Manager.

Complaint Procedure

The City strongly encourages individuals who believe they are being harassed to promptly notify the offender that his or her behavior is unwelcome. Notifying the offender, however, is not a required first step. Any person who feels that he or she is being harassed must immediately report the offensive conduct to his or her direct supervisor. However, if the employee's direct supervisor is in any way involved in the alleged inappropriate behavior or is unavailable, the

employee should report the conduct directly to the City Manager. If the City Manager is involved in the behavior, immediately contact the Mayor. The complainant may also report the incident(s) to the EEOC.

Notification of Appropriate Staff

As noted above, individuals who believe they have been the victim of harassment or believe they have witnessed harassment shall discuss their concerns with either their immediate supervisor or the City Manager or designee. If a supervisor receives information regarding harassment, the supervisor is obligated to report it immediately to the City Manager or designee.

Timeliness in Reporting Harassment

The City encourages the prompt reporting of complaints or concerns so that rapid and constructive action can be taken. Therefore, while no fixed reporting period had been established, early reporting and intervention has proven to be the most effective method of resolving actual or perceived incidents of harassment.

Investigatory Process

Any reported allegations of harassment will be investigated promptly. The investigation may include individual interviews with the complaining employee, the alleged offender involved and, where necessary, with individuals who may have observed the alleged conduct or may have relevant knowledge. The complaint and investigation will be handled with sensitivity and, to the extent practical and appropriate under the circumstances, confidentiality will be maintained throughout the investigatory process.

Protection Against Retaliation

The City will not tolerate retaliation against an individual for reporting harassment or assisting in providing information relevant to a claim of harassment. Retaliation is a serious violation of this policy and will be treated with the same strict discipline as would the harassment itself. Acts of retaliation shall be reported immediately in accordance with this policy and will be promptly investigated.

Responsive Action

Misconduct constituting harassment will be dealt with appropriately. Responsive action may include, for example, training, referral to counseling, and disciplinary actions such as warnings, reprimands, withholding of a promotion or pay increase, reassignment, temporary suspension without pay, compensation adjustments, or termination, as the City may believe appropriate under the circumstances. If the party to a complaint does not agree with its resolution that party may file written comments with the City Manager.

False Complaints

False and malicious complaints of harassment, as opposed to complaints which, even if erroneous, are made in good faith, may result in appropriate disciplinary action.

10.10 SMOKE FREE WORKPLACE

Employees will not smoke or use any tobacco products in any CITY vehicle or CITY building and will not smoke or use any tobacco product in any city, county, state or federal building where same is prohibited. Employees will not smoke, or in any way use smokeless tobacco products, when actively engaged in public contact work or when within 50 feet of an entrance or exit to any CITY building. Jim T to acquire Largo Policy

10.11 EMPLOYEES SERVING ON BOARDS AND COMMITTEES

Unless required by State Statute, City charter, or other applicable law, no employee shall serve as a member of any advisory, quasi legislative, quasi judicial, or administrative Board or Committee of the City.

City Boards and Committees carry out important functions which must be accomplished without bias, prejudice, or conflicts of interest, especially on matters affecting employees. Employees likewise provide valuable service to the City, and proper channels of communication exist for them to express their preferences and concerns. Employee membership on official boards and committees of the City tend to violate the organizational structure/chain of command, compromise the neutrality of city boards and committees, and detract from the employee's dedication and commitment to perform assigned duties.

SECTION 11 USE OF COMMUNICATION AND COMPUTER SYSTEMS

11.01 Policy Statement

This policy contains guidelines for the use, access, and disclosure of communications (including, among other things, telephone, mail, photocopiers, e-mail, voice mail, desk and laptop computers, pagers, mobile phones, faxes or facsimiles, internet and intranet) sent or received by employees using any City provided communication or computer systems (systems).

11.02 Confidentiality and Acceptable Systems Usage

A. The City systems are intended for City business only. All information transmitted or stored in City systems is the sole and exclusive property of the City. Such information may not be disclosed to any person outside City government nor may any such information be removed from City premises without the express permission of the City Clerk and pursuant to public record laws. Employees are strictly prohibited without prior authorization from accessing, reading and

copying data or information stored in the systems and from accessing, reading and copying communications not directed to them. All systems messages are City of High Springs records. No message or communication is private.

B. Our computer, telephone, and communication hardware and software systems have been installed and are used to facilitate business communications. Although each employee has an individual password to access these systems, they belong to the City and the contents of all communications are accessible by management for any business purpose. The City reserves the right to monitor, and will periodically monitor, its systems in order to ensure compliance with this Policy. Employees are strictly prohibited from placing personal passwords on any City system for the purpose of preventing such monitoring. Employees should not consider any materials transmitted or stored in City systems to be private.

11.03 Personal Use of the City Communication and Computer Systems

A. General Usage

Because personal communications can be accessed without prior notice, employees should not use City systems to transmit any messages, or to access any information, which they would not want a third party to see. Although incidental and occasional personal use of City systems is permitted, any such personal use will be treated the same as all other communications under this Policy. However, employees are at all times restricted to de minimis use in accessing or downloading information from the Internet for personal use.

B. Telephone Usage

The Telephone Systems (including voicemail, wireless and air cards) at the City are the property of the City and are provided for business purposes only unless an emergency situation occurs. The City may periodically monitor the usage of the telephone systems to ensure compliance with this policy. Therefore, employees shall not consider conversations on the City telephone systems to be private.

C. Personal Mail

All mail which is delivered to the City is presumed to be related to City business. Mail sent to employees at the City may be opened prior to delivery to the employee(s) department. Employees that do not wish to have their correspondence handled in this manner should not have it delivered to the City.

11.04 Prohibited Use and Content of Communications

Employees may not use City Systems in any way that may be seen as insulting, disruptive, offensive or harmful to morale. Examples of prohibited, non-business purposes include, but are not limited to:

1. Conveying insensitive, improper, derogatory, insulting, threatening or harassing language or remarks, or sexually-explicit messages, cartoons, jokes, or other potentially offensive material.
2. Sending propositions, love letters or any other message that could be construed to be harassment or disparagement of others in violation of our policy against harassment.
3. Writing personal letters, resumes or other documents unrelated to City business;
4. Running computer games or other personal software or copy such software.
5. Using City Systems as a forum for gossip or personal communication.

This section or others set forth in this chapter are not intended to restrict or impede the use of the System as a part of a legal and authorized law enforcement or internal personnel investigation or inquiry.

11.05 Password and Encryption Key Security and Integrity

All Systems passwords and encryption keys must be available to the City at all times. Additionally, employees may not use passwords that are unknown to their supervisor, nor may they install encryption programs without first turning over encryption keys to their supervisor. Further, employees are prohibited from the unauthorized use of passwords and encryption keys belonging to other employees in order to gain access to other employees' messages.

11.06 Software, Personal Disks and Networking

Computer software, whether purchased, developed, or modified by the City, may not be downloaded, copied, reproduced, altered or appropriated by employees without prior City authorization. Any such computer software is the property of the City and may not be copied or appropriated by employees for personal use during employment with the City or upon separation. Employees shall be aware that the illegal duplication of computer software may result in the filing of criminal copyright charges by the owners of the copyrights. Copyright infringement is punishable by fines and/or imprisonment.

11.07 Photocopier

The photocopier is acquired, maintained and operated at City expense. Use for other than City business is prohibited. A supervisor may approve occasional de minimis use.

11.08 Additional Security Requirements

A. Employees shall be aware that the Internet does not guarantee the privacy and confidentiality of transactions or e-mail transmissions. Therefore, sensitive material transferred over the Internet or e-mail may be at risk of detection by a third party. Employees must exercise caution and care when transferring such information.
B. Any authorized files or software that are downloaded from the Internet or acquired from outside sources, including any files that have been accessed or manipulated on home computers or received as attachments to e-mail, must be scanned with a virus detection software before

installation, execution or use of the file or software on to any City computers. All appropriate precautions shall be taken to detect a virus and, if necessary, prevent its spread.
C. Alternative Internet Service Provider connections to the City internal network are not permitted unless expressly authorized and properly protected by a firewall or other appropriate security device(s).
D. Employees shall notify their immediate supervisor upon learning of violations of this policy. Violations could result in discipline up to and including termination.

11.09 Social Networking Sites

The City recognizes the use of social networking sites such as MySpace, Facebook, Twitter, or any other similar program has grown in popularity in recent years. The employee acknowledges and recognizes that the use of any website to post or distribute any information considered detrimental or harmful to the City, its employee, its citizens or any other person or entity is grounds for immediate termination. This includes all postings that are made, including those both during and after normal work hours. Examples of such inappropriate postings include photographs of the employee and other employees engaged in sexual activity, under the influence of alcohol or drugs, or engaged in other unbecoming behavior; comments reflecting negatively about the City, peers, supervisors, leadership or others; and all other content that opposes the mission and purpose of the City. Jim to have Leonard D. look at this policy.

Section 12 DISCIPLINARY ACTION

12.01 Administration

A. It is the intent of the City of High Springs to follow a policy of progressive discipline for employees and supervisors that emphasizes personal choices that lead to good decision making and accountability. However, the City recognizes that each instance differs in many respects from somewhat similar situations and the City retains the right to treat each occurrence as an individual event without creating a precedent for other cases which may arise in the future. While it is the City's intent to normally follow progressive discipline, some conduct or behavior by its nature may warrant immediate dismissal.

B. Coaching and counseling are the expected methods for supervisors to use in discussing a problem with an employee in the areas of work performance, conduct, safety or work habits.

C. The objective of such counseling and coaching is to help an employee recognize that a problem exists, to develop effective solutions to the problem, while, at the same time, reinforcing and building the employee's commitment to the City.

12.02 TYPES OF OFFENSES

There are two (2) groups of example offenses for which employees may be disciplined up to and including termination and the guidelines for recommended penalties for those examples for

unacceptable conduct are set forth below. Nothing herein shall be construed to limit disciplinary action to the sample offenses enumerated below, and suspension without pay, demotion or termination may be for any just cause as determined by the City Manager.

This paragraph provides recommended, but not mandatory penalties to apply to the specific example offenses listed here; however, the penalty utilized shall be discretionary with management in all matters of discipline and nothing herein shall require that a particular form of discipline be utilized in any case prior to the utilization of another form of discipline.

GROUP 1 OFFENSES

First Offense – Verbal or Written Reprimand
Second Offense – Up to ten (10) days suspension without pay
Third Offense – Up to and including termination

1. Not performing or refusal to perform assigned tasks, wasting time or leaving assigned work area during working hours without permission.

2. Taking more than allowable times for meal or rest periods.

3. Unacceptable productivity or incompetency.

4. Sleeping on the job unless authorized to do so.

5. Reporting to work or working while unfit for duty, either mentally or physically, unless the condition is a legally recognized disability in which case the matter will be dealt with in accordance with applicable law.

6. Violating a safety rule or practice or not wearing required safety clothing or equipment.

7. Engaging in horseplay, scuffling, wrestling, throwing things, malicious mischief, distracting the work of others, catcalls, or other disorderly conduct.

8. Failure to report the loss of City equipment or other City property entrusted to the employee's custody.

9. Failure to keep the City and department notified of the employee's current proper address and telephone number.

10. Gambling or engaging in any other game of chance in any fashion that brings disrepute upon the City.

11. Violation of published City or departmental policies, rules, standards, orders, operating procedures or regulations.

12. Unexcused tardiness or absence.

13. Failure to report an on-the-job accident or personal injury.

14. Violation of the Code of Conduct.

GROUP II OFFENSES

First Offense – Up to and including termination

1. Conviction of a criminal offense.

2. Excessive tardiness and/or absenteeism.

3. Abuse of leave privileges.

4. Use of official position for personal advantage.

5. Deliberately or negligently misusing, destroying, losing or damaging any City property or property of an employee.

6. Falsification of personnel, City, or Departmental records, including employment applications, accident records, work records, purchase orders, time sheets, or any other report, record, or document.

7. Making false claims or intentional misrepresentation in an attempt to obtain sickness or accident benefits, workers' compensation, or any other benefit.

8. Insubordination or the refusal to perform work assigned, or to comply with written or verbal instructions of a supervisor.

9. Unless authorized, the use, possession or display of firearms, explosives, or weapons on or in City property. Tom to look up.

10. Removal or theft of City property or any employee's property from City locations without proper authorization.

11. Failure to return at the end of an authorized leave of absence.

12. Concerted curtailment, restriction of production, or interference with work in or about the City's work stations including, but not limited to, instigating, leading, or participating in any walkout, strike, sit down, stand-in, slowdown, or refusal to return to work at the scheduled time for the scheduled shift.

13. Absent without permission or leave (AWOL).

14. Acceptance of a gift, service, or anything of value in the performance of duty or under any other circumstances where the employee knew or should have known it was given with an expectancy of obtaining a service or favored treatment.

15. Possession, use, sale, attempt to sell, or procure illegal controlled substances at any time whether on or off City property or whether on or off duty; and possession, use, sale or attempt to sell or procure alcoholic beverages while on duty, on City property, or while operating or riding in or on City equipment.

16. Refusal to fully and truthfully cooperate in an investigation conducted by or at the direction of the City.

17. On or off the job conduct which adversely affects the ability of the employee to perform his duties and/or adversely affects the efficient operation of the City government or any department, division, or area of City government.

18. Discourteous, insulting, abusive, or inflammatory language or conduct toward the public or co-workers.

19. Improper racial or sexual comments, harassment or acts directed to any City employee or the general public.

20. Threatening, intimidating, coercing or interfering with, fellow employees or supervisors at any time.

21. Provoking or instigating a fight or fighting while on duty.

22. Unauthorized personal use of the exempt tax number for any reason.

23. Accepting a bribe or gratuity, committing an illegal act or accepting a gratuity while performing the normal duties as a City employee.

24. Failure to report in writing an offer of a bribe or gratuity to permit an illegal act.

25. Communicating or imparting confidential information either in writing or verbally to any unauthorized person.

26. Failure to possess and maintain a current and valid state motor vehicle operator's license, if driving a vehicle is required by the City as an essential part of the employee's job.

27. Failure to report a DUI or license suspension when the employee drives a vehicle as a condition of their normal job.

28. Loss of a license or certification required by the City, the State, or other entity to perform the job for which the employee is assigned.

The above list does not include all of the reasons for which an employee may be subjected to disciplinary action, but as stated earlier, is intended to provide examples of inappropriate conduct.

12.03 Disciplinary Action:

A. An employee may be given an oral warning/counseling, written warning, demotion, suspension or may be terminated when the employee's work or misconduct so warrants.

B. In all cases the employee shall be notified of the action taken and the effective date of the action.

C. Employees may be disciplined for actions including, but not limited to, violations of the Code of Conduct contained in these rules. In addition to the general offenses listed, infraction of departmental directives or rules and regulations will subject the employee to disciplinary action.

D. Where disciplinary action may result in demotion, reduction in pay, suspension or dismissal, the Department Director/Supervisor shall first notify the City Manager before taking action.

12.04 Types of Discipline

The following shall serve as a guide in aiding supervisors and employees in the disciplinary process:

A. Oral Warning/Counseling

Whenever an employee's performance, attitude, work habits, or personal conduct at any time falls below a desirable level, supervisors shall inform the employee promptly and specifically of such lapses and give counsel and assistance. If appropriate and justified, a reasonable period of time for improvement may be allowed before initiating disciplinary measures.

This type of discipline shall be applied to an infraction of a relatively minor degree or to situations where the employee's performance needs to be discussed. The oral instruction shall be given in private. The employee shall be informed that the supervisor is ensuring an oral instruction, that the employee is given an opportunity to correct the condition and that, if the condition is not corrected, the employee may be subject to more severe disciplinary action. This puts the employee on formal notice that he/she is not meeting standards.

B. Written Reprimand

In situations where an oral warning/counseling has not resulted in the expected improvement, a written reprimand may be issued defining the nature of the infraction under the rules.

This reprimand will be issued in the event the employee continues to disregard an oral instruction and repeats the offense or for first time violations of a more serious nature. The notice shall state the nature of the infraction in detail and what corrective action must be taken by the employee to avoid further discipline. Written reprimands must be issued within a reasonable time after the occurrence of the violation claimed by the supervisor unless there is cause for a reasonable delay due to employee or supervisor unavailability. The written reprimand will be given to the employee and a copy shall be placed in the employee's personnel file. The employee's immediate supervisor usually initiates a written reprimand.

A written reprimand documents what employee actions are not acceptable and what changes in performance or demeanor are expected. It is used when a serious problem occurs or a problem is made serious by reoccurrences. The employee will sign this form acknowledging understanding and willingness to comply with the proper policies and procedures. Any failure to sign will be noted and both documents filed appropriately. A copy of the form will be given to the employee and a copy placed in his/her personnel file. An employee reprimand is not grievable; however, a rebuttal from the employee may be attached to the employee reprimand.

C. Demotion

Any Department Director, with the approval of the city manager, may demote an employee to a lower pay grade with a decrease in salary and job responsibilities, as appropriate, for such time as is necessary to correct deficiencies in job performance or job qualifications. The duration of such demotion and reduction in pay and responsibilities may be temporary or permanent, as appropriate under the circumstances. A permanently demoted employee is entitled to advance under the pay plan as any other employee based upon job performance.

D. Suspension

A Department Director may recommend suspension for an employee without pay for violation of department rules or other disciplinary reasons. All suspensions must be in writing by the Department Director in accordance with administrative policies.

The length of suspension without pay may vary according to the severity of the incident and will be determined by the Department Director in a recommendation to the City Manager based on the facts of the case. This form shall be signed by the employee acknowledging receipt of a copy. Any failure to sign will be noted and both documents filed appropriately.

E. Terminations

1. Voluntary Terminations (Resignation)

Employees who wish to depart the City service in good standing shall file with the Department Director a written resignation stating the reasons for voluntarily terminating and giving the date of termination. Unless waived by the City, employees shall give a minimum of two weeks written notice in order to resign from City service in good standing. Failure to comply with this provision may be cause for denying such employee future employment with the City and may cause loss of leave payouts. Vacation time shall not be considered to be a part of this notification period.

2. Involuntary Terminations

Employees who are involuntarily terminated from the City shall be given written notice of their termination by the Department Director in accordance with administrative policies promulgated by the City Manager.

Any employee may seek review of termination under this section by proceeding directly to step 3 of the grievance procedures.

a. Layoffs

The City Manager or designated Department Director may lay off any employee of the City whenever such action becomes necessary by reason of a shortage of work or funds, the abolishment of a position or other changes in organization.

12.05 PREDETERMINATION HEARING

An employee will be offered a pre-determination hearing prior to termination. All such decisions must have the concurrence of the City Manager.

Prior to any involuntary termination of employment, the affected employee will receive written notice of proposed action, which shall include a statement of the reasons for such action. The affected employee will thereafter have the opportunity to respond in writing to the proposed action and the reason therefore, and to respond orally to such matters before the person having the responsibility for making the decision.

Following completion of the pre-determination hearing and concurrence of the City Manager, the person responsible for the decision will notify the affected employee in writing of the decision.

12.06 Name Clearing Hearing:

When a non-permanent City employee (e.g., part-time, temporary, probationary) is terminated and the employee contends that in relation to the termination, false statements that are damaging to the employees reputation have been made public, the employee will have an opportunity to clear his/her name by responding to the statements. These procedures will not serve as an appeal of any disciplinary action or to gain reinstatement.

12.07. Absences

No employee, temporary or regular, may absent himself from his job without notifying the immediate supervisor in accordance with City policies. Failure to comply with this requirement may result in disciplinary action. Failure to notify the immediate supervisor of absence for three consecutive working days shall constitute a voluntary termination without appropriate notice effective the last day worked.

12.08 Exit Interviews

It is the policy of the City to determine why employees leave the City. An exit interview will be scheduled by the City Manager for the purpose of determining the cause and possible solutions to turnover of City personnel.

SECTION 13 Grievance Policy

13.01 Policy

All employees serve at the will and pleasure of the City throughout the course of their employment and may be terminated at any time, with or without cause. The City, nevertheless, wishes to alleviate employee concern about arbitrary termination or discipline. While recognizing that all employees of the City are at will and can be separated with or without cause, this grievance procedure is nonetheless established to provide full opportunity to an employee to bring a disciplinary matter that he or she may have to the attention of management.

The City will try to resolve problems as they arise. However, it is recognized that grievances may arise. The submission of a grievance by an employee shall not adversely affect the employee or his/her employment with the City. Newly hired probationary employees have no right to file a grievance in connection with a discharge or other discipline imposed during his or her probationary period, except a name clearing hearing for discipline of a stigmatizing nature. Oral warnings are also not subject to the grievance process. Accordingly, and in the interest of fostering good labor relations, any regular City employee who is discharged for misconduct or otherwise disciplined may question the discharge or other disciplinary action through the grievance procedure.

13.02 Definition of a Grievance

A grievance is any disciplinary dispute or conflict between the aggrieved employee and other party(s) involved in a conflict that does not include matters regulated by federal, state or municipal law. Grievances handled under this procedure shall be restricted to matters in which the designated city administrator has the authority and discretion to resolve.

13.03 Procedure for filing a Grievance

An employee may file a grievance to register a complaint, to solve a problem, to redress an alleged wrong, or to modify or question any disciplinary action including, but not limited to, suspension or dismissal. Oral warnings are not subject to this process. In order to assure every employee a method in which he/she can get a particular grievance considered rapidly, fairly and without reprisal, the following steps are provided:

Step 1

The employee shall orally discuss and explain the grievance with the immediate supervisor who may call higher-level supervision into the discussion in an effort to achieve a prompt and satisfactory resolution. The immediate supervisor will make a decision and notify the employee within five (5) business days after the discussion with the employee. The employee must initiate step 1 within five (5) business days after the effective date of the action or event being questioned.

Step 2

If the employee feels that the matter has not been settled or adjusted satisfactorily by the immediate supervisor, the matter may be submitted in writing to the Department Director within five (5) business days of the employee receiving notice of the supervisor's decision. Within five (5) business days after receiving the written grievance, the Department Director must reply to the grievance in writing.

Step 3

If the grievance is not resolved to the satisfaction of the employee by the decision of the Department Director, the employee may submit the issue, in writing to the City Manager within five (5) business days after the Step 2 written answer is received or termination pursuant City policy. The City Manager may, at his/her discretion, schedule a supplementary meeting with the employee and/or Department Director. The employee will be notified in writing within five (5) business days of the decision of the City Manager, unless the time is extended pursuant to 12.04. The City Manager may seek the counsel of any other City official or employee for information, interpretations, comments and guidance in arriving at a fair, equitable and just decision of the issue for both the employee and the City. The decision of the City Manager in this grievance procedure shall be final and binding, unless otherwise provided for in labor agreements.

13.04 General Provisions of Grievance Procedures

The time limits of this grievance procedure may be extended by the City Manager due to illness, vacations, business trips, emergency or other reasonable cause. If an extension is required, the employee will be notified. Under this grievance procedure, the employee and the City have the opportunity to call witnesses and be represented by legal council. If the grieving employee's immediate supervisor is a Department Director, the procedure shall follow the procedure outlined above, omitting step 2. In cases where a grievance involves a Department Director, said grievance shall proceed directly to Step 3.

Any grievance not submitted and processed by an employee within the time limits provided above shall be considered abandoned and barred for all purposes. Any grievance not answered by the City within the time limits provided above shall be considered denied. The employee may then proceed to the next step.

The aggrieved employee and any other employee(s) required to participate in a grievance hearing during their scheduled working hours shall be compensated at their regular rate of pay; however, no compensation shall be made for participation during an employee's non-work hours.

An employee electing to use this grievance procedure expressly waives any further statutory, constitutional, or common law right to pursue a matter being grieved in any other form to the extent permitted by law.

Decisions shall not be construed to be precedent setting in any other case(s).

SECTION 14 Guns, Weapons and Dangerous Materials

It is City policy to strictly prohibit any employee, vendor or member of the public from carrying any sort of weapon or dangerous device into our offices or workplace areas. Employees are permitted to bring legal weapons in their vehicles into our parking lots if they remain locked and secured within such vehicle and the employee maintains a current and legal permit to carry the weapon. Such legal weapons may not be used for any inappropriate or illegal use. No material, whether liquid, solid, gas or combination, which can or does cause harm to person or property shall be brought on or near City property by any employee. Any violation of this policy will result in immediate termination of such employee as well as other legal action, including criminal prosecution, when appropriate. Tom to research

SECTION 15 Drug Free Workplace Policy

15.01 Purpose

The City holds the safety and health of its employees and the public in highest regard. Employees are expected and required to report to work on time and in appropriate mental and

physical condition. In addition, public employees are entrusted with public resources and by the nature of their jobs affect the health, safety and welfare of citizens.

Drug and alcohol abuse is a tremendous problem in our society from a legal, economic, social, medical, political and managerial perspective. Substance abuse results in increased absenteeism, tardiness, on-the-job accidents and is a potential danger to fellow employees and the public. In accordance with the Federal Drug-Free Workplace Act of 1988, unlawful manufacture, distribution, dispensation, possession or use of a controlled substance, illegal drug, or use of alcoholic beverages is prohibited.

In order to comply with the Drug-Free Workplace requirements, the City has established a drug free workplace policy. Action will be taken against employees for violation of such policy.

15.02 Policy

It is a standard of conduct that no City employee shall report to work with the presence of illegal drugs or alcohol in his or her body. It is also a violation of City policy for any employee to possess, sell, trade, or offer for sale illegal drugs or drug paraphernalia, or otherwise engage in the use of alcohol, intoxicants, illegal drugs on the job, on City property, or in City vehicles. The off-duty manufacture, possession, use, purchase, or distribution of illegal drugs or mind-altering or controlled substances is also prohibited. Nothing in this policy precludes the appropriate use of legally prescribed medications. However, it is a violation of City policy for any employee to use prescription drugs illegally or to misuse or abuse such drugs. If you are taking prescription or nonprescription drugs which could affect your ability to perform your job in a safe and efficient manner, you must notify your supervisor of this fact when you report to work. It is the employee's responsibility to determine and know the effect of any legal drugs he or she ingests.

This policy is implemented pursuant to the drug-free workplace program requirements under Florida Statute 440.102 and Administrative Rule 59A-24 of the State of Florida Agency for Health Care Administration. Any employee determined to be in violation of this policy is subject to disciplinary action, up to and including termination, even for the first offense.

15.03 Definitions

A. "Legal Drug" – Prescribed drug or over-the-counter drug which has been legally obtained and is being used solely for the purpose for which it was prescribed or manufactured.

B. "Illegal Drug" – Any drug which is not legally obtainable, which may be legally obtainable but has not been legally obtained, or which is being used in a manner or for a purpose other than as prescribed or manufactured.

15.04 Drug Testing

A. Applicants

All job applicants will undergo alcohol and illegal drug testing as a condition for employment. Any applicant with a positive test result will be denied employment for a period of twelve (12) months. Any applicant who refuses drug and alcohol testing will not be considered for employment.

B. Employees

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job. It is a condition of employment for all employees to submit to a drug screen as follows:

1. When involved in, causing, or contributing to an accident while at work, while on City property, or while in a City vehicle. "Accident" includes injury to person(s) and/or damage to vehicles, equipment or property (As defined by City drug testing matrix).
2. When there is reasonable suspicion to believe an employee is using or has used illegal drugs or is abusing or has abused alcohol. Circumstances that are considered reasonably suspicious include:

    a. Direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
    b. Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
    c. A report of drug use provided by a reliable and credible source and independently corroborated.
    d. Evidence that an employee has tampered with a drug test during his or her employment with the City.
    e. Evidence that an employee has used, possessed, sold, solicited or transferred drugs while working or while on City premises or while operating a City vehicle, machinery or equipment.
3. As a follow-up to an employee assistance or drug rehabilitation program. Testing will be conducted at least once a year for a two-year period after completion of the program. Advance notice of a follow-up testing date will not be given.
4. At other times and under such circumstances as deemed appropriate by the City or current state and/or federal standards. Employees will be given adequate notice of any addition/change/deletion in the City's drug testing requirements.

Any employee who refuses substance testing will be terminated and forfeit workers compensation medical and indemnity benefits. The City will be responsible for determining the local facility to be used as the collection site. Upon notification the employee must report to the collection site with a valid picture ID. If the collection site staff discovers that the employee has not followed collection procedures or has altered

the specimen in any way, the employee is in violation of this policy. Employees or job applicants may confidentially report to the City's medical review officer the use of prescription or nonprescription medications both before and after being tested.

Employees or job applicants who receive a positive confirmed test result will be notified in writing. The employee may obtain the results of a screen by contacting the City Manager's Office.

15.05 Drugs Tested For

The City may test, but is not limitcd to, any or all of the following:

Drugs Trade or Common Name

Alcohol- Liquor, Beer, Wine, Booze
Amphetamines Biphetamine, Desoxyn, Dexedrine
Cannabinoids (THC) - Marijuana, Pot, Grass
Cocaine-Coke, Flake, Snow, Crack
Phencyclidine HCI-PCP, Angel Dust
Methaqualone HCI-Quaalude
Opiates- Paregoric, Morphine, Tylenol with Codeine
Barbiturates Phenobarbital, Amytal, Nembutal, Seconal
Benzodiazepines Librium, Valium, Halcion, Restoril
Synthetic Narcotics Methadone-Polophine, Methadose Propoxyphene, Darvocet, Darvon-N, Dolene

15.06 Over-The-Counter and Prescription Drugs Which Could Alter or Affect Drug Test(s) Results

This information is a notice of the possible influence that prescription drugs, over the counter and other controlled substances, may have on the outcome of a drug test. If necessary, any question about the outcome of a drug test will be addressed by a licensed physician. It is always the responsibility of the employee to know the content and effect of any substance ingested.

Alcohol - All liquid medication containing ethyl alcohol (ethanol). Please read the label for alcohol content. As an example: Vick's Nyquil is 25% (50 proof) ethyl alcohol; Comtrex is 20% (40 proof); Contact Severe Cold Formula Night Strength is 25% (50 proof); Listerine is 26.9% (54 proof).

Amphetamines-Obetrol, Biphetamine, Desoxyn, Didrex, Ionamine, Fastin.

Cannabinoids-Marinol (Dronabinol, THC).

Cocaine -Cocaine HCL topical solution (Roxznne).

Phencyclidine Not legal by prescription.

Methaqualone Not legal by prescription.

Opiates Paregoric, Parapectolin, Donnagel PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.

Barbiturates Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Florinal, Fioricet, Esgic, Butisol, Mebral, Butabarbital, Butalbital, Phenrinin, Triad, etc.

Benzodiazepines Ativan, Azene, Clonopin, Dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halcion, Paxipam, Restoril, Centrax.

Methadone Dolophine, Metadose.

Propoxyphene Darvocet, Darvon N, Dolene, etc.

This is not an exhaustive list of substances that may affect a drug test.

15.07 Challenges to Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the City's medical review officer (MRO) within five (5) working days after receiving written notification of the test result. (contact information available in the City Manager's Office) If the explanation or challenge is unsatisfactory to the MRO, the MRO shall report a positive test result back to the City. Within five (5) working days after receiving the notice of a positive test result, an employee or job applicant may also submit information to the City explaining or contesting the test result and why the result does not constitute a violation of this policy. If the individual's explanation or challenge of the positive test result is unsatisfactory to the City, a written response as to why the explanation is unsatisfactory, along with the report of positive result, will be provided to the employee or applicant.

All such documentation shall be kept confidential pursuant to the confidentiality provisions outlined below, and shall be maintained by the City for at least one (1) year. The employee also has the right, within 180 days of the employee's challenge to the drug test result, to have the original specimen retested at another Agency for Health Care Administration certified laboratory. Arrangements and cost will be the employee's responsibility. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge of Compensation Claims pursuant to Chapter 440, Florida Statutes, or, if no workplace injury has occurred, the employee may challenge the test result in a court of competent jurisdiction. When an employee undertakes a challenge to the result of a test, it shall be the employee's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

15.08 Employee Assistance Program

The City does not maintain an Employee Assistance Program (EAP). The City does not maintain a list of providers of assistance relating to alcohol and drug abuse, mental health, and family problems that employees may access without City involvement. The employee may contact the City's health care provider for available services. The employee is responsible for the full cost of these services. Conscientious efforts to seek such help will not jeopardize the employee's job if they have not previously tested positive for alcohol or drug use.

It is the employee's responsibility to seek assistance from an assistance program before alcohol and drug problems lead to disciplinary action. The employee may be granted leave with a conditional return to work, depending on successful completion of the agreed upon treatment regimen, including follow-up testing.

15.09 Grounds for Termination or Discipline

The following are considered violations of the City's drug free workplace policy and are subject to discipline, including termination and loss of Workers Compensation benefits, even for the first offense:

A. Violation of any aspect of the City drug and alcohol policy
B. Refusing to take a City required drug or alcohol test
C. Failing a City required drug or alcohol test (a positive test result)
D. Bringing illegal drugs or alcohol onto City premises or property or in City vehicles
E. Possessing illegal drugs or drug paraphernalia
F. Using, consuming, transferring, selling or attempting to sell or transfer any form of illegal drug while on City business or at any time during the workday, whether on City property or not;
G. Being under the influence of alcoholic beverages or illegal drugs at any time while on City business or at any time during the workday, whether on City property or not (including City vehicles). An employee shall be determined to be under the influence of alcohol if the employee's normal faculties are impaired due to the consumption of alcohol or if the employee has a blood-alcohol level of .04 or higher (.02 or higher below age 21). Additionally, a violation of these policies may be reason for referral for prosecution consistent with local, state or federal criminal law. Disciplinary action against an employee by the City does not preclude the possibility of criminal charges against the individual. The filing of criminal charges similarly does not preclude action by the City.

15.10 Other Employee Responsibilities

Each employee shares responsibility for maintaining a safe work environment and shall report co-workers who use alcohol or other drugs in the workplace. Employees must, as a condition of employment, abide by the terms of this policy and report any conviction under a criminal drug

statute for violations occurring on or off City premises while conducting City business. A report of a conviction must be made within five (5) days after the conviction.

15.11 Confidentiality

City administration will handle all information, interviews, reports, statement memoranda and drug-test results, written or otherwise, received pursuant to our drug-testing program as confidential communications. Under no circumstances will the results of an employee test be discussed with anyone except for personnel or legal counsel authorized to deal with this confidential information and in accordance with this policy or in determining compensability under chapter 440, F.S. (Workers Compensation).

Should an employee fail a drug test, his/her supervisor will be told the employee did not successfully complete the drug and alcohol test, but will not be told the cause of the failure to pass the test.

An employee has the right to appeal any disciplinary decisions resulting from a verified positive drug or alcohol test in accordance with the City Grievance Policy.

15.12 Medical Review Officer

Employees and applicants have the right to consult the City medical review officer (MRO) for technical information regarding prescription and nonprescription medication. The MRO will be designated by the City Manager's Office.

15.13 **DRUG TESTING MATRIX**

Type of Incident	No Injuries	Employee Injured	Citizen Injured
Traffic crash with no damage.	**No**	**N/A**	**N/A**
Traffic crash with employee driving. Damages at or over $100.	**Yes**	**N/A**	**N/A**
Traffic Crash w/employee not driving. Damages over $100.	**Yes**	**N/A**	**N/A**
Traffic crash w/injuries. Employee not driving.	**N/A**	**Yes**	**Yes**
Traffic crash with injuries. Employee driving.	**N/A**	**Yes**	**Yes**
Employee injured on duty. Medical assistance required.	**N/A**	**Yes**	**N/A**

Employee injured on duty. No medical assistance needed (to be determined by supervisor).	**N/A**	**No**	**N/A**
City equipment damaged by employee. Damage over $100.	**Yes**	**N/A**	**N/A**
Property damaged by employee. Damage over $100.	**Yes**	**N/A**	**N/A**
Citizen injured by employee. Medical attention required.	**N/A**	**N/A**	**Yes**
Citizen injured by employee. No medical attention required.	**N/A**	**N/A**	**N/A**
Employee injured by citizen.	**N/A**	**Yes**	**N/A**
Employee under the influence. Reasonable suspicion.	**Yes**	**N/A**	**N/A**
Animal bite.	**No**	**Yes**	**N/A**
Pre-employment drug test.	**Yes**	**N/A**	**N/A**
Use of Deadly Force.	**Yes**	**Yes**	**Yes**
Pursuit resulting in crash with damages less than $100.	**No**	**Yes**	**Yes**

SECTION 16 BLOODBORNE PATHOGEN PROTECTION

The purpose of this policy is eliminate or minimize occupational exposure to blood and other potentially infectious materials which could result in exposure and transmission of hepatitis B virus (HBV), the human immunodeficiency virus (HIV), or other potentially dangerous pathogens to the City employees who may incur occupational exposure to such pathogens in the performance of their duties.

The City reserves the right to change this policy at any future time. A current copy of the "City of High Springs Bloodborne Pathogen Policy and Exposure Control Plan" shall be maintained by the City Manager and a copy of said policy shall be attached hereto and incorporated herein as "APPENDIX A."

SECTION 17 POLICE DEPARTMENT WRITTEN DIRETIVES

The policies and procedures governing City police department employees are contained in the City of High Springs Police Department's written directives. The bargaining agreements between the City of High Springs and the authorized collective bargaining agent are contained in the Agreement between City of High Springs and the bargaining agent.

SECTION 18 FIRE DEPARTMENT PERSONNEL POLICY

The personnel policies and procedures governing the City fire department employees and volunteers are contained in the City of High Springs Fire Department's Personnel Policy Manual.

APPROVED AND ADOPTED BY THE CITY COMMISSION OF HIGH SPRINGS BY RESOLUTION 2011-_____, THIS _____ DAY OF _____, 2011.

_____
Larry L. Travis, Mayor

Attest:

_____
Jenny L. Parham,
City Manager

RESOLUTION 2014-Q

A RESOLUTION SETTING THE MONTHLY SALARY FOR THE OFFICE OF CITY COMMISSIONER AND MAYOR; PROVIDING AN EFFECTIVE DATE

WHEREAS, the Charter of the City of High Springs, Section 2.03 "Compensation of the Commission" provides that the Mayor and Commissioners shall receive a reasonable monthly salary as determined annually by resolution of the City Commission; and

WHEREAS, the Commission has determined that the present salaries of the Mayor and Commissioners are reasonable; and

WHEREAS, the City Commission has adopted a budget for fiscal year 2014 – 2015, and budgeted an appropriate amount for payment of the salaries of the Mayor and Commissioners, which amount should not reserve these offices for only the wealthy who can afford to donate their time; and which amount should attract a diverse group of candidates for elected office that may include those that need financial compensation so as to be able to afford time away from their businesses, job and/or child care responsibilities.

NOW THEREFORE BE IT RESOLVED BY THE HIGH SPRINGS CITY COMMISSION THAT:

SECTION ONE. COMMISSION COMPENSATION. The monthly salary of City Commissioners and Vice Mayor for fiscal year 2014 – 2015 shall be $500.00 and the monthly salary of the Mayor shall be $550.00.

SECTION TWO. EFFECTIVE DATE. This resolution shall be effective upon passage.

PASSED in regular session of the High Springs City Commission this 11th day of December, 2014.

CITY OF HIGH SPRINGS, FLORIDA

ATTEST:

_____
Mayor

_____
Jenny L. Parham, City Clerk

(Municipal Seal)

CITY OF HIGH SPRINGS
2013/2014 BOARD APPOINTMENTS-proposed

PLAN BOARD (3 YEAR TERM)

Member Current	Expires
Vacant (Rou Resigned)	***2014***
Gene Levine	***2014***
Eyvonne Andrews, Vice Chair	2015
Mike Kearney	2015
Thomas DePeter	2016

APPLICATIONS RECEIVED FOR THIS POSITION:
1. David M. Graham

CODE ENFORCEMENT BOARD (3 YEAR TERM)

Member Current	Expires
Brian Erb	***2014***
Herb Matelisky	***2014***
DeWitt Smith III	***2014***
Steven Morgan	2015
John Durr, Vice Chair	2015
Nancy Linkous	2016
Elaine Gudbrandsen	2016

APPLICATIONS RECEIVED FOR THIS POSITION:
1. Terry Maltbie
2. Rick Testa

HOUSING NEEDS & IMPROVEMENT COMMITTEE (3 YEAR TERM)

Member Current	Expires
Stanford Jackson	***2014***
Vacant	***2015***
Vacant	***2015***
Jessica Hall, Chair	2016
Mary Price	2016

Alternate	
Doris Wright	2015
VACANT	***2014***

APPLICATIONS RECEIVED FOR THIS POSITION:
1.

PARKS & RECREATION ADVISORY BOARD (3 YEAR TERM)

Member **Current**	**Expires**
Ross Ambrose, Chair	2015
Linda Hewlett	2016
Linda Schaladant	2016
Suzie Clark	2017
David Beckerink	2017

Alternates

Brandon Labonte	***2014***
VACANT	2015

APPLICATIONS RECEIVED FOR THIS POSITION:

TREE BOARD (3 YEAR TERM)

William Ross	***2014***
Carol Daugherty	2015
Vacant	***2016***

APPLICATIONS RECEIVED FOR THIS POSITION:

1.

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to Planning
Board or Committee
Date 12/1/2014 Year 2014

NAME David M Graham
(Please Print) First M. Last

ADDRESS 210 S Main Street
(Appointment may require City residency)

CITY High Springs, Florida, ZIP 32643

EMAIL: David@GrahamLawPA.com
TELEPHONE: HOME _____ CELL 904-445-9031
OCCUPATION Attorney
PLACE OF EMPLOYMENT David Graham Insurance Law P.A.
EDUCATION Juris Doctorate
How long a resident of High Springs area I moved here in 1993 and moved away in 2003 for College
Civic and professional accomplishments or honors I have run my own lawfirm since 2012.

Membership in organizations or societies (include participation in previous boards and committees) _____

What contributions do you feel you could make if you were selected to this Board? Complete, energetic, purposed involvement.

Some of the boards and committees appointed by the City Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. According to the State of Florida, Commission on Ethics, persons appointed to this board/committee will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? YES [X] NO [ ]. If you have any questions about this law, please call City Hall at (386) 454-1416.

If you have any additional information, such as a resume, please attach.

RECEIVED
NOV 24 2014

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to CODE ENFORCEMENT BOARD
Board or Committee
Date NOV 24 Year 2014

NAME TERRY L MALTBIE
(Please Print) First M. Last

ADDRESS 130 NE 8TH AVE
(Appointment may require City residency)

CITY HIGH SPRINGS, Florida, ZIP 32643

EMAIL: TRISUZ @ WINDSTREAM. NET
TELEPHONE: HOME 386 454-0486 CELL 352 262-4883
OCCUPATION RETIRED
PLACE OF EMPLOYMENT NA
EDUCATION HIGH SCHOOL +
How long a resident of High Springs area 15 YRS +

Civic and professional accomplishments or honors INTERIM HIGH SPRINGS CITY COMMISSIONER – 2007

Membership in organizations or societies (include participation in previous boards and committees) MEMBER, VICE CHAIR AND CHAIRMAN OF THE CITIES NOW DEFUNCT SAFETY COMMITTEE

What contributions do you feel you could make if you were selected to this Board? NO SPECIFIC SKILLS RELATED TO CODES/ORDINANCES, HOWEVER I HAVE OBSERVED AND PARTICIPATED IN LOCAL GOVERNMENT OVER THE LAST 15 YRS WHEN MANY OF THESE ISSUES WERE DISCUSSED. I MAY BE ABLE TO LEND A HISTORICAL PERSPECTIVE.

Some of the boards and committees appointed by the City Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. According to the State of Florida, Commission on Ethics, persons appointed to this board/committee will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? YES ☑ NO ☐. If you have any questions about this law, please call City Hall at (386) 454-1416.

If you have any additional information, such as a resume, please attach.

RECEIVED
NOV 25 2014

HIGH SPRINGS, FLORIDA
BIOGRAPHICAL RESUME

Application for appointment to CODE ENFORCEMENT
Board or Committee
Date NOV. Year 2014

NAME ARTHUR (RICK) TESTA
(Please Print) First M. Last

ADDRESS 15622 NW 268 Ter.
(Appointment may require City residency)

CITY HIGH SPRINGS, Florida, ZIP 32655

EMAIL: rtintrees@Gmail.com
TELEPHONE: HOME (386) 454-8044 CELL
OCCUPATION RETIRED Dade Co. Fire/Rescue
PLACE OF EMPLOYMENT
EDUCATION ATTENDED COLLEGE 18 yrs. - NO DEGREE - (does that make me Dumb or Smart?)
How long a resident of High Springs area 12 years

Civic and professional accomplishments or honors Member of H.S. Public Safety Committee until its demise: Veteran - Army - Vietnam: Numerous citations per Mia. Dade Co. Fire/Rescue

Membership in organizations or societies (include participation in previous boards and committees) As stated: High Springs Pub. Safety Committee: Fla. Master Naturalist (UF/IFAS): N.F.A.A. Archery Instructor Level II.

What contributions do you feel you could make if you were selected to this Board? Input as a Fla. "Native" and Naturalist.

Some of the boards and committees appointed by the City Commission are required to comply with Chapter 112, Florida Statutes, the Financial Disclosure Law. According to the State of Florida, Commission on Ethics, persons appointed to this board/committee will need to fill out a Financial Disclosure Statement. Would you be willing to file the required financial statement? YES [X] NO [ ]. If you have any questions about this law, please call City Hall at (386) 454-1416.

If you have any additional information, such as a resume, please attach.

HIGH SPRINGS CONTRAT FOR IT SUPPORT SERVICES WITH EMERALD DATA PARTNERS

THIS AGREEMENT is made and entered into this _____ day of December, 2014, by and between ELGIE MAY, LLC, a Florida limited liability company, d/b/a Emerald Data Partners, whose address is 23212 NW 201st Lane, High Springs, FL 32643, hereinafter referred to as "Contractor," and the CITY OF HIGH SPRINGS, a municipal subdivision of the State of Florida, whose address is 110 NW 1st Ave, High Springs, Florida 32643, hereinafter referred to as the "City", to provide technology services.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, to be respectively kept and performed by the parties, the City and the Contractor agree as follows:

1. **Scope of Services:** The Contractor will provide network engineering, device monitoring, and protection services for the City's equipment which are described in the attached **Schedule A** attached to and hereby incorporated into this Agreement. Any device that fits into a classification contained on **Schedule A** will be protected and billed for according to this Agreement. As items are added to or removed from the City's network, proper billing adjustments will be made.

   The details of the services the Contractor will provide are set forth in **Schedule B** attached to and hereby incorporated into this Agreement.

2. **Designated Contractor:** The Contractor has designated Eric May (eric.may@emeralddata.us and 352-231-8945 x 101) as the account executive to serve as the primary contact for the City for all issues that are not service requests. The Contractor may add or delete designated persons by providing the City written notice.

3. **Service Requests:** The City may make service requests (or tickets) to the Contractor by:
   - **a.** Calling the Contractor's offices and speaking with the help desk; or
   - **b.** Critical level service requests must be initiated by telephone call to be guaranteed Service Level Agreement compliance; or
   - **c.** Contacting the Contractor through its web portal for noncritical level service requests; or
   - **d.** Sending an email to helpdesk@emeralddata.us from an email address registered with the City's account for noncritical level service requests.

   Service requests are categorized and response times are set forth on **Schedule C** attached to and hereby incorporated into this Agreement.

4. **Payment:** The City agrees to pay the Contractor for the following services:
   a. Device monitoring and protection;
   b. Network engineering services;
   c. Database administration;
   d. The City may purchase hardware directly from the City's supplier or through the Contractor. If the City purchases through the Contractor, the Contractor has the right to require payment before placing the order for the hardware;
   e. Desktop and server backup services and mobile device management;
   f. Network security auditing;
   g. IT Policy drafting and consulting;
   h. Other related services.

   The Contractor will provide the City an invoice on a monthly basis for services. The hourly rates, block hours, and other financial considerations are defined in **Schedule D**, attached hereto and incorporated herein.

   The City agrees to review the invoices and contact the Contractor within 20 days of receipt of the invoice should the City have any problem, issue, concern or objection to the invoice. If the City does not pay within 30 days of receipt of the invoice, the Contractor may charge a one percent per month service charge on any unpaid amounts. Both parties agree to work together to resolve any problems, concerns, or objections regarding the invoice.

   The City's Finance Director shall review and verify all invoices for accuracy and disburse of payment.

5. **Confidential Information:** The Contractor shall not disclose the "Confidential Information" (defined in Section 6 of this Agreement) of the City for the term of this Agreement and thereafter for as long as the Contractor has access to such information. The Contractor may have to disclose information regarding the City's hardware, software and networking structure as the Contractor works with third-party suppliers and vendors on behalf of the City. The Contractor agrees to take such measures to protect the Confidential Information of the City as the Contractor takes to protect its own.

   The City agrees not to disclose the Confidential Information of the Contractor for the term of this Agreement and thereafter for as long as the City has access to such information. The City agrees to take such measures to protect the Confidential Information of the Contractor as the City takes to protect its own.

6. **Public Records:** Pursuant to Florida Statute 119.0701 the parties agree to the following:

(a) During the term of this Agreement, the Contractors shall comply with the Florida Public Records Law, to the extent such law is applicable to the Contractor. If Section 119.0701, Florida Statutes is applicable, the Contractor shall do the following: (1) Keep and maintain public records that ordinarily and necessarily would be required by the City in order to perform this service; (2) Provide the public with access to the public records on the same terms and conditions that the City would provide the records and at a cost that does not exceed the cost allowed by law; (3) Keep from disclosure those public records that are exempt or confidential; (4) Meet all requirements for retaining public records and upon termination of this Agreement, transfer, at no cost, all public records to the City, and destroy any duplicate public records that are confidential or exempt from disclosure requirements. All records stored electronically must be provided to the City in a format that is compatible with the information technology systems of the City.

(b) The Contractors shall keep and make available to the City for inspection and copying, upon written request by the City, all records in the Contractor's possession relating to this Agreement. Any document submitted to the City may be a public record and is open for inspection or copying by any person or entity unless considered confidential and exempt. Public records are defined as all documents, papers, letters, maps, books, tapes, photographs, films, sound recordings, data processing software, or other material, regardless of physical form, characteristics, or means of transmission, made or received pursuant to law or ordinance or in connection with the transaction of official business by an agency. Any document in the Contractor's possession is subject to inspection and copying unless exempted under Chapter 119, Florida Statutes.

(c) During the term of this Agreement, the Contractor may claim that some or all of the Contractor's information, including, but not limited to, software, documentation, manuals, written methodologies and processes, pricing, discounts, proprietary information, technical data, trade secrets, including, but not limited to research, product plans, products, services, customer lists and customers, markets, software, developments, inventions, processes, formulas, technology, designs, drawings, engineering, hardware configuration information, marketing, finances, or other considerations (hereafter collectively referred to as "Confidential Information"), is, or has been treated as, confidential and proprietary by the Contractor in accordance with Section 812.081, Florida Statutes, or other law, and is exempt from disclosure under the Public Records Act. The Contractor shall clearly identify and mark Confidential Information as "Confidential Information" and the City shall use its best efforts to maintain the confidentiality of the information properly identified by the Contractor as "Confidential Information." Confidential information does not include any of the foregoing items that have become publicly known and made generally available through no wrongful act or omission of either party or others who were under

confidentiality obligations as to the item or items involved or improvements or new versions thereof.

(d) The City shall promptly notify the Contractor in writing of any request received by the City for disclosure of the Contractor's Confidential Information and the Contractor may assert any exemption from disclosure available under applicable law or seek a protective order against disclosure from a court of competent jurisdiction. The Contractor shall protect, defend, indemnify, and hold the City, its officers, employees and agents free and harmless from and against any claims or judgments arising out of a request for disclosure of Confidential Information. The Contractor shall investigate, handle, respond to, and defend, using counsel chosen by the City, at the Contractor's sole cost and expense, any such claim, even if any such claim is groundless, false, or fraudulent. The Contractor shall pay for all costs and expenses related to such claim, including, but not limited to, payment of attorney fees, court costs, and expert witness fees and expenses. Upon completion of this Agreement, the provisions of this section shall continue to survive. The Contractor releases the City from all claims and damages related to any disclosure of documents by the City.

(e) If the Contractor refuses to perform its duties under this section within 14 calendar days of notification by the City that a demand has been made to disclose the Contractor's Confidential Information, then the Contractor waives its claim that any information is Confidential Information, and releases the City from claims or damages related to the subsequent disclosure by the City.

(f) If the Contractor fails to comply with the Public Records Law, the Contractor shall be deemed to have breached a material provision of this Agreement.

7. **Cooperation:** Both parties agree to fully cooperate with each other in the execution of this Agreement. The City agrees to grant the Contractor physical access to all equipment used as part of its network; appropriate security clearance and associated credentials for all devices and services used as part of the City's network; access to key personnel needed for information, approval, or other actions required in connection with the Contract's service delivery. The access and information in this section may be required outside of normal business hours. The City shall make appropriate arrangements concerning locks, powers, security systems, security guards, lighting, air-conditioning, machine availability, internet availability, and any other factor necessary for the Contractor to access the City's equipment and network.

8. **Employees and Subcontractors:** The Contractor may employee as many contractors or assistants as it deems appropriate and necessary to perform its services required

hereunder. However, the Contractor shall be solely responsible for the payment of its contractors or assistants including responsibility for their acts and omissions, wages, fees, applicable income taxes, applicable workers' compensation insurance, and expenses. Such subcontractors are subject to the provisions of this Agreement.

The Contractor shall be considered an independent contractor in connection with this Agreement. This Contractor shall in no way be construed or deemed to be an employee of the City. The Contractor shall have exclusive control and discretion in the operation and management of its duties pursuant to this Agreement.

The Contractor agrees not to offer employment to any of the City's employees and will not, either directly or indirectly, solicit, induce, recruit or encourage any of the City's employees to leave their employment during the term of this Agreement and for a period of six months after the expiration of this Agreement and any extensions thereof.

The City agrees not to offer employment to any of the Contractor's employees and will not either directly or indirectly, solicit, induce, recruit or encourage any of the Contractor's employees to leave their employment during the term of this Agreement and for a period of six months after the expiration of this Agreement and any extensions thereof.

9. **Term and Termination:** This Agreement shall extend for a term of three (3) years. This Agreement shall extend automatically for one year terms following thereafter unless otherwise requested by the City within 30 days of the end of this Agreement. Either party may terminate this Agreement at any time, with or without cause, upon giving 60 days written notice to the other party of such termination.

10. **Venue and Equitable Relief:** In the event of any dispute, claim or controversy concerning this Agreement, or any dispute, claim, or controversy arising out of or relating to any interpretation, construction, performance or breach of this Agreement, both parties agree that the venue shall be in Alachua County, Florida.

    Both parties agree that it would be impossible or inadequate to measure and calculate the parties' respective damages from any breach of the Confidential Information and Employees and Subcontractors covenants set forth in this Agreement. Accordingly, if either party should breach any of such covenants, the other will have available, in addition to any other right or remedy available, the right to obtain an injunction from a court of competent jurisdiction restraining such breach or threatened breach and to

specific performance of any such provision of this Agreement. Both parties further agree that no bond or other security shall be required in obtaining such equitable relief and we hereby consent to the issuance of such injunction and to the ordering of specific performance.

11. **Warranties**: The Contractor does not make any warranties of any kind, express or implied regarding the functionality of hardware of software. The City shall rely upon the warranties of the manufacturer of each product. Both parties agree to not hold the other party liable for any special, incidental or consequential damages, such as loss of anticipated profits or losses resulting from business disruption due to faulty equipment.

12. **Default**: The Contract shall be in default of this Agreement if the Contractor fails to perform or comply with the terms and conditions of our obligations pursuant to this Agreement. The City shall be in default pursuant to this Agreement if the City fails to perform or comply with the terms and conditions of the City's obligations pursuant to this Agreement.

13. **No Assignment:** This Agreement shall not be assigned or transferred without the express written consent of the City Manager, or his designee, and the express written consent of the Contractor.

14. **Third-Party Rights:** This Agreement is not a third-party beneficiary contract and shall not in any respect whatsoever create any rights on behalf of any third party.

15. **Legal Representation:** The parties acknowledge that S. Scott Walker, Esq., Folds & Walker, LLC and the other attorneys therein, have acted as counsel for the City in connection with this Agreement and the transactions contemplated herein, and have not given legal advice to any party hereto other than the City.

16. **Severability:** If any provision of this Agreement is held to be invalid, void, or unenforceable, the remaining previsions shall nevertheless remain in full force and effect, unless the absence of the invalid, void or unenforceable provision or provisions causes this Agreement to fail in its essential purposes.

17. **Attorney's Fees:** In the event any litigation or controversy arises out of or in connection with this Agreement between the parties hereto, the prevailing party in such litigation or controversy shall be entitled to recover from the other party or parties all reasonable attorney's fees and paralegal fees, expenses and suit costs, including those associated with any appellate or post-judgment collection proceedings.

18. **Non-Waiver:** No delay or failure by either party to exercise any right under this Agreement and no partial or single exercise of that right shall constitute a waiver of that or any other right, unless otherwise expressly provided herein.

19. **Interpretation:** The parties have participated in the drafting of all parts of this Agreement, and have each had an opportunity to review this Agreement with legal counsel. As a result, it is the intent of the parties that no portion of this Agreement shall be interpreted more harshly against either of the parties as the drafter.

20. **Entire Agreement:** This Agreement represents the entire and integrated Agreement between the parties and supersedes all prior negotiations, representations, or Agreements, either oral or written, and all such matters shall be deemed merged into this Agreement.

21. **Sovereign Immunity:** Notwithstanding any other provision set forth in this Agreement, nothing contained in this Agreement shall be construed as a waiver of the City's right to sovereign immunity under section 768.28, Florida Statutes, or other limitations imposed on the City's potential liability under state or federal law. As such, the City shall not be liable under this Agreement for punitive damages or interest for the period before judgment. Further, the City shall not be liable for any claim or judgment, or portion thereof, to any one person for more than one hundred thousand dollars ($200,000.00), or any claim or judgment, or portion thereof, which, when totaled with all other damages or judgments paid by the State or its agencies and subdivisions arising out of the same incident or occurrence, exceeds the sum of two hundred thousand dollars ($300,000.00). This paragraph shall survive termination of this Agreement.

22. **Insurance and Indemnification:** For all services performed hereunder, the Contractor shall purchase and maintain, at its own expense, such general liability insurance, personal property, worker's compensation, and unemployment insurance coverage for the Contractor and employees to cover claims for damages because of bodily injury or death of any person or property damage arising in any way out of the services performed under this Agreement.

The insurance shall have minimum limits of coverage of $1,000,000.00 per occurrence combined single limit for bodily injury liability; property damage liability, with no deductible. All insurance coverage shall be with insurer(s) approved by the City's Manager and licensed by the State of Florida to engage in the business of writing of insurance. The Contractor shall provide City with evidence of insurance in the form of Certificates of Insurance for each coverage naming the City as an additional insured.

For all services performed pursuant to this Agreement, the Contractor agrees, to the fullest extent permitted by law, to indemnify and hold harmless the City and its employees, officers, and attorneys from and against all claims, losses, damages, personal injuries (including but not limited to death), or liability (including reasonable attorney's fees through any and all administrative, trial, post judgment and appellate proceedings), directly or indirectly arising from the negligent acts, errors, omissions, intentional or otherwise, arising out of or resulting from their respective: (1) performance of services pursuant to this Agreement; (ii) failure to properly train employees under their control or direction; and (iii) failure to remit any local, state, and federal taxes due by them as a result.

The indemnification provided above shall obligate the indemnifying party to defend at its own expense or to provide for such defense, at the sole option of the City, as the *case* maybe, of any and all claims of liability and suits and actions of every name and description that may be brought against the City or its employees, officers, and attorneys which may result from the services under this Agreement whether the services be performed by the indemnifying party or anyone directly or indirectly employed or hired by them, in all events the City shall be permitted to choose legal counsel of its sole choice, the fees for which shall be subject to and included with this indemnification provided herein, as long as said fees are reasonable. This paragraph shall survive termination of this Agreement.

23. <u>Modification and Notices</u>: This Agreement constitutes the entire Agreement between the City and the Contractor. Any modifications hereto shall be null and void unless the same is reduced to writing and executed by both parties. All notices required hereunder shall be directed to the parties at the addresses listed above or at such other address as either party may designate in writing delivered to the other party.

24. <u>Standard of Care</u>: In performing the services hereunder, the Contractor shall use the degree of care and skill ordinarily exercised under similar circumstances by reputable members of their provision practicing at the same or similar locality.

25. **Manager's Signatory:** The undersigned person executing this Agreement on behalf of each party hereby represents and warrants that he/she has the full authority to sign this Agreement to fully bind their principal to the terms and conditions set forth in this Agreement.

26. **Miscellaneous Provisions:**
    - **a.** This Agreement shall be governed by and construed in accordance with the laws of the State of Florida.
    - **b.** Neither party shall be in default under this Agreement because of any failure to perform in accordance with its terms and conditions if such failure arises from causes beyond the party's control.
    - **c.** This Agreement may be executed simultaneously in several counterparts each of which shall be deemed an original, but which together shall constitute one and the same original agreement.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed on this

_____day of December, 2014.

By: _____
Sue Weller Date
Mayor

By: _____
Eric May Date
Managing Member of Contractor

Attest: _____
Edwin L. Booth Date
City Manager

Approved as to Form and Legality:

By: _____
S. Scott Walker Date
City Attorney

RESOLUTION 2014 - U

A RESOLUTION OF CITY OF HIGH SPRINGS, FLORIDA ELECTING TO USE THE UNIFORM METHOD OF COLLECTING NON-AD VALOREM SPECIAL ASSESSMENTS LEVIED WITHIN THE INCORPORATED AREA OF THE CITY; STATING A NEED FOR SUCH LEVY; PROVIDING FOR THE MAILING OF THIS RESOLUTION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of High Springs, Florida (the "City") is contemplating the imposition of special assessments for the provision of solid waste services; and

WHEREAS, the City intends to use the uniform method for collecting non-ad valorem special assessments for the cost of providing solid waste services to property within the Incorporated area of the City as authorized by section 197.3632, Florida Statutes, as amended, because this method will allow such special assessments to be collected annually commencing in November 2015, in the same manner as provided for ad valorem taxes; and

WHEREAS, the City held a duly advertised public hearing prior to the adoption of this Resolution, proof of publication of such hearing being attached hereto as Exhibit A.

NOW, THEREFORE BE IT RESOLVED:

1. Commencing with the Fiscal Year beginning on October 1, 2015, and with the tax statement mailed for such Fiscal Year and continuing thereafter until discontinued by the City, the City intends to use the uniform method of collecting non-ad valorem assessments authorized in section 197.3632, Florida Statutes, as amended, for collecting non-ad valorem assessments for the cost of providing solid waste services. Such non-ad valorem assessments shall be levied within the Incorporated area of the City. A legal description of such area subject to the assessment is attached hereto as Exhibit B and incorporated by reference.

2. The City hereby determines that the levy of the assessments is needed to fund the cost of solid waste services within the Incorporated area of the City.

3. Upon adoption, the City Clerk is hereby directed to send a copy of this Resolution by United States mail to the Florida Department of Revenue, the Alachua County Tax Collector, and the Alachua County Property Appraiser by January 10, 2015.

4. This Resolution shall be effective upon adoption.

DULY ADOPTED this 11th day of December, 2014.

CITY OF HIGH SPRINGS, FLORIDA

_____
Sue Weller, Mayor

Attest:

_____
Jenny L. Parham, City Clerk

(SEAL)

Commission Agenda Item Request Form

MUST BE SUBMITTED TO THE CITY CLERK'S OFFICE BY NOON ON THE WEDNESDAY PRIOR TO THE COMMISSION MEETING

MEETING DATE: **December 11, 2014**

SUBJECT: **Discussion and Renewal of City Manager Contract**

AGENDA SECTION: **New Business**

DEPARTMENT:

PREPARED BY: **Sue Weller**

RECOMMENDED ACTION: **Motion to approve renewal of employment contract with City Manager Ed Booth reflecting Commission agreed upon changes.**

Summary

The current employment agreement with City Manager Ed Booth runs from January 1, 2014 through December 31, 2014. If the Commission desires to make any adjustments to his contract it should be determined at the December meeting to assure implementation as of January 1, 2015.

ATTACHMENTS: **City Manager Comparable Salaries**

REVIEWED BY CITY MANAGER:_____

CITY MANAGERS COMPARABLE SALARIES 11-13-14

CITY	POPULATION	COUNTY	SALERIES $
Arcidia (863) 494-4114 ECARSTEN@ARCADIA-FL.GOV	7585	DeSoto	LEFT VM 11-13-14
Bay Horbor Islands (305) 866-6241	5755	Miami Dade	$150,039.50
Brooksville (352) 540-3810	7702	Hernando	LEFT VM 11-13-14
Fort Meade (863) 285-1100	5595	Plok	$70,000.00
Ft. Myers Beach (239)765-0202	6253	Lee	$122,400.00
Gulf Breeze (850) 934-5100	5790	Santa Rosa	$80,000.00
Islamorada - Village of Islanda (305) 664-6400	6165	Monroe	$140,000.00
Mascotte (352) 429-3341	5127	Lake	$105,019.20
Newberry (352) 472-2161	4957	Alachua	$104.500.00
Alachua (386) 418-6100	9134	Alachua	Left VM 11-13-14
Starke (904) 964-5027	5437	Bradford	$75,000.00
Williston (352) 528-3060	2768	Levy	$75,000.00
High Springs	5535	Alachua	$70,304.00

EMPLOYMENT AGREEMENT

THIS AGREEMENT, dated this _____ day of January, 2014, is made by and between the **CITY OF HIGH SPRINGS, FLORIDA**, a municipal corporation ("City"), and **MR. EDWIN L. BOOTH** ("Manager") as follows:

WHEREAS, Manager has demonstrated the level of professional competency desired by the City; and

WHEREAS, the City expects Manager to perform all of the responsibilities and obligations required of the City Manager of the City of High Springs pursuant to the City Charter, Code of Ordinances, and applicable State and Federal regulations; and

WHEREAS, the City desires to renew the contract of employment for the Manager as its City Manager upon the terms and conditions set forth herein; and

WHEREAS, Manager desires to work for the City as its City Manager upon the terms and conditions set forth herein.

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

Section 1: Term

1. The term of this Agreement shall be for an initial period of one (1) year from January 1, 2014 through December 31, 2014.

2. This Agreement shall automatically be renewed on its anniversary date for a term unless notice that the Agreement shall terminate is given at least sixty calendar (60) days before the expiration date. In the event the Agreement is not renewed, all compensation, benefits and requirements of the Agreement shall remain in effect until the expiration of the term of the Agreement unless Manager voluntarily resigns.

Section 2: Duties and Authority

The City agrees to employ Edwin L. Booth as City Manager to perform the functions and duties specified in Art. III, Sec. 3.04 of the City of High Springs Charter and to perform other legally permissible and proper duties and functions. Manager shall devote his full time and best efforts to the business and affairs of the City, and except as hereinafter expressly stated, Manager shall not accept any other employment during the term of this Agreement.

Section 3: Compensation

1. City agrees to pay Manager an annual base salary of Sixty Seven Thousand and Six Hundred ($67,600.00) Dollars representing a four percent (4%) raise increase , payable in installments at the same time the other regular employees of the City are paid.

2. The City Commission reserves the right to evaluate Manager's performance, at any time, throughout the term of this Agreement, but no less than annually. The Commission may increase Manager's salary, by motion, in its sole discretion. Manager shall be entitled to receive the cost of living adjustment if general employees of the City receive the same in any fiscal year.

3. The City shall provide errors and omissions coverage applicable to omissions of the Manager arising out of his employment. The City shall also defend, save harmless and indemnify the Manager against any claim, suit, action, demand and/or liability arising out of any act, alleged act, alleged failure to act, omission or any other incident, involving or arising out of the scope of his employment and/or the performance of his duties as Manager.

4. City agrees to budget and pay for professional dues and subscriptions of the Manager necessary for continuation and full participation in national, regional, state, and local associations, and organizations necessary and desirable for the Manager's continued professional participation, growth, and advancement, and for the good of the City.

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

6. City agrees to budget and pay for travel and subsistence expenses of Manager for short courses, institutes, and seminars that are necessary for the Manager's professional development and for the good of the City.

7. The City agrees to budget and pay for the professional development costs of the Manager (as outlined in paragraphs 4, 5, and 6) up to an amount not exceeding $600.00 per year.

8. The City shall pay Manager an additional Three Thousand ($3,000.00) Dollars as an automobile allowance as Manager duties require exclusive and unrestricted use of an automobile. The Manager is responsible for paying any liability insurance, property damage, etc.

Section 4: Health, Disability and Life Insurance Benefits

The Manager waives any and all benefits related to health insurance, disability insurance, and life insurance which are provided to all other employees of the City.

Section 5: Vacation and Sick Leave

The Manager shall accrue up to fifteen (15) days of paid vacation leave and twelve (12) days of paid sick leave per annum. Paid vacation leave shall accrue to the Manager at one and one-quarter (1.25) days per month of employment; and sick leave shall accrue to the Manager at one (1) day per month of employment. The Manager shall be entitled to immediately receive three (3) additional vacation days on December 23, 2014, December 26, 2014, and December 27, 2014. The Manager expressly waives his right to use any carryover paid vacation or sick leave.

Section 6: Retirement

The Employee shall be provided with retirement benefits under the City's qualified 457 defined contribution plan offered through ICMA Retirement Corporation in the form of a money purchase plan to which the City shall contribute 6.3% of the Manager salary. Alternatively, the Manager may elect to participate in the Florida State Retirement Investment Plan. If the Manager so elects, the City and Manager shall each contribute, at a minimum, the appropriate amount according to the Manager's Senior Management Member Class.

Section 7: General Business Expenses

The City shall provide the Manager with a computer, software, fax/modem, and any other such device as required by the Manager to perform his job and maintain communications while in his City designated office. The Manager shall maintain his own cell phone and subscription plan for same.

Section 8: Termination of Employment

1. It is understood and agreed that the Commission will be the sole judge as to the effectiveness and efficiency with which the Manager performs his employment. The Manager serves at the pleasure of the Commission.

2. The Manager may be removed from his position *without cause* at any time by a majority of the full Commission at any regular meeting of the Commission. In the event the City terminates this Agreement pursuant to this provision, the City shall provide, as separation payments (severance pay) to the Manager, all salary and benefits for a period of eight (8) weeks from the date of the City's notification of termination of the Manager. Additionally, any such compensation (vacation and holiday) will be considered as compensation for purposes of making the employer contributions to the retirement plan.

3. The Manager may be removed from his position *with cause* at any time by a majority of the full Commission at any regular meeting of the Commission. The Commission shall adopt a preliminary resolution stating reasons for the intended removal and offer the Manager an opportunity for a public hearing before the Commission, in accordance with Art. III, Sec. 3.03 of

the Charter of the City of High Springs. In the event the Manager is terminated for misconduct, as defined in Fla. Stat. § 443.036(30), the City shall have no obligation to provide the Manager with severance pay.

4. If the City, citizens, or legislature acts to amend any provisions of the City of High Spring's Charter or Code of Ordinances, pertaining to the role, powers, duties, authority, and responsibilities of the Manager's position that substantially changes the form of government, the Manager and/or the City shall have the right to declare that such amendments constitute termination. The City shall provide severance in accordance with Section 8, Paragraph 1, above.

5. In the event the Manager is charged by indictment or information of a felony or a crime involving moral turpitude, he may, at the sole discretion of the Commission, be suspended from his duties without pay. Upon his conviction, pleas of guilty or no contest or withholding of adjudication of any such change, this Agreement, at the option of the Commission, may be terminated and the Manager discharged from his duties without notice, hearing, severance pay or other accrued benefits.

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

Section 9: Resignation

In the event that the Manager voluntarily resigns his/her position with the City, the Manager shall provide a minimum of 60 days notice unless the parties agree otherwise.

Section 10: Expectation of Work Hours

Manager acknowledges and understands that he is expected to work whatever hours are necessary to complete the duties and responsibilities assigned to him as the City Manager of the City of High Springs. It is recognized that the Manager must devote a great deal of time outside the normal office hours on business for the City, and to that end Manager shall be allowed to establish an appropriate work schedule. However, Manager is expected to attend all regular and special Commission meetings, workshops, and all other City related meetings which require his attendance.

Section 11: Outside Activities

The employment provided for by this Agreement shall be the Manager's sole employment. Recognizing that certain outside consulting or teaching opportunities provide indirect benefits to the City and the community, the Manager may elect to accept limited teaching, consulting or other business opportunities with the understanding that such arrangements shall not constitute interference with nor a conflict of interest with his or her responsibilities under this Agreement.

Section 13: Other Terms and Conditions of Employment

The City, only upon Agreement with Manager, shall fix any such other terms and conditions of employment, as it may determine from time to time, relating to the performance of the Manager, provided such terms and conditions are not inconsistent with or in conflict with the provisions of this Agreement, the City of High Springs Charter or any other law.

Section 14: Notices

Notice pursuant to this Agreement shall be given by depositing in the custody of the United States Postal Service, postage prepaid, addressed as follows:

(1) CITY: Mayor City of High Springs, 110 NW 1st Avenue, High Springs, FL 32643

(2) MANAGER: Ed Booth, City Manager, 110 NW 1st Avenue, High Springs, FL 32643

Alternatively, notice required pursuant to this Agreement may be personally served in the same manner as is applicable to civil judicial practice. Notice shall be deemed given as of the date of personal service or as the date of deposit of such written notice in the course of transmission in the United States Postal Service.

Section 15: General Provisions

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

2. Binding Effect. This Agreement shall be binding on the City and the Manager as well as their heirs, assigns, executors, personal representatives and successors in interest.

3. Effective Date. This Agreement shall become effective on January 1, 2014.

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

DATED this 15th day of January, 2014

Edwin L. Booth

Approved by me as Mayor of the City of High Springs,
Florida this 5th day of January, A.D. 2014.

Byron Williams, Mayor

ATTEST:

Jenny Parham, City Clerk

City Operating Cash Account

	Balance
10/31/2013	$ 1,020,336.33
10/31/2014	$ 1,095,825.04
Increase from 2013	**$ 75,488.71**

Debt paid off between 10/31/2013 and 10/31/2014

Regions Bridge Loan	$ 113,277.00	Debt is Retired
Water Series 1976 Bond	$ 29,400.00	Debt is Retired
Ball Park	$ 29,894.00	Debt is Retired
Police Cars	$ 46,024.00	Debt is Retired
	$ 218,595.00	**Total Retired Debt last 12 months**

Recurring Debt paid between 10/31/2013 and 10/31/2014

Fire Truck	$ 37,567.00	Debt Retired 2019
Fire Chevy Tahoo	$ 21,155.00	Debt Retired 2018
Police Cars	$ 12,950.00	Debt Retired 2018
Communications	$ 28,918.00	Debt Retired 2018
Sewer Bonds-2003	$ 60,829.00	Debt Retired Beyond 2022
Sewer Bonds-2003	$ 63,006.00	Debt Retired Beyond 2023
Sewer Bonds-2009	$ 333,897.00	Debt Retired Beyond 2024
Total Annual Debt Payments	$ 558,322.00	

General Ledger
General Revenue Fund Report

User: jstull
Printed: 12/04/14 12:05:43
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Uncollected	2015 % Uncollected	2015 % Collected
Taxes					
Ad Valorem Taxes	1,302,000.00	0.00	1,302,000.00	100.00	0.00
Ad Valorem Taxes-Delinquent	59,800.00	213.95	59,586.05	99.64	0.36
Local Option Gas Tax	239,038.00	19,115.06	219,922.94	92.00	8.00
Local Govt Infrastructure Tax	0.00	0.00	0.00	0.00	0.00
Electric Utility Tax	0.00	0.00	0.00	0.00	0.00
Utility Tax-Clay Electric	67,739.00	6,361.76	61,377.24	90.61	9.39
Utility Tax-Duke Energy	226,778.00	20,796.97	205,981.03	90.83	9.17
Telecommunications Tax-Alltel	0.00	0.00	0.00	0.00	0.00
Telecommunication Tax-AT&T	0.00	0.00	0.00	0.00	0.00
Telecommunications Service Tax	150,083.00	10,505.86	139,577.14	93.00	7.00
Telecommunication Services	0.00	0.00	0.00	0.00	0.00
Utility Tax Water	0.00	0.00	0.00	0.00	0.00
Gas Utility Svc Tax-CVS	250.00	0.00	250.00	100.00	0.00
Gas Utility Svc Tax-Crescent P	0.00	0.00	0.00	0.00	0.00
Gas Utility Svc Tax-Davis Gas	250.00	11.83	238.17	95.27	4.73
Gas Utility Svc Tax-Ferrel Gas	1,500.00	127.68	1,372.32	91.49	8.51
Gas Utility Svc Tax-Heritage L	3,000.00	415.71	2,584.29	86.14	13.86
Gas Utility Svc Tax-Tru-Gas	0.00	0.00	0.00	0.00	0.00
Gas Utility Svc Tax-Suburban P	4,500.00	103.00	4,397.00	97.71	2.29
Gas Utility Svc Tax-Pantry/Lil	500.00	32.99	467.01	93.40	6.60
Gas Utility Svc Tax-William Ga	1,000.00	0.00	1,000.00	100.00	0.00
Gas Utility Svc Tax-Winn Dixie	2,000.00	332.28	1,667.72	83.39	16.61
Gas Utility Svc Tax-Misc	1,000.00	21.98	978.02	97.80	2.20
Local Govt 1/2 Cent Sales Tax	295,967.00	24,480.59	271,486.41	91.73	8.27
Taxes	**2,355,405.00**	**82,519.66**	**2,272,885.34**	**96.50**	**3.50**
Licenses and Permits					
Occupational Licenses	26,500.00	20,773.68	5,726.32	21.61	78.39
Building Permits	175,000.00	5,890.00	169,110.00	96.63	3.37
Building Permit Surcharge	2,000.00	-252.56	2,252.56	112.63	-12.63
Reinstatement-Expired Pmt. Fee	200.00	44.50	155.50	77.75	22.25
Re-Inspection Fee	400.00	0.00	400.00	100.00	0.00
Conditional Use Permit Fee	2,000.00	0.00	2,000.00	100.00	0.00
Application for Variance Fee	0.00	0.00	0.00	0.00	0.00
Licenses and Permits	**206,100.00**	**26,455.62**	**179,644.38**	**87.16**	**12.84**
Intergovernmental					
State Revenue Sharing Proceeds	155,000.00	12,924.89	142,075.11	91.66	8.34
Mobile Home Licenses	2,000.00	11.75	1,988.25	99.41	0.59
Alcoholic Beverage Licenses	3,442.00	0.00	3,442.00	100.00	0.00
FDOT Sign Maintenance	5,164.00	0.00	5,164.00	100.00	0.00
FDOT Street Light Maintenance	16,511.00	0.00	16,511.00	100.00	0.00
CRA-Admin Svcs/Maintenance	64,000.00	0.00	64,000.00	100.00	0.00
Tag Agency Commission	63,388.00	5,307.95	58,080.05	91.63	8.37
Intergovernmental	**309,505.00**	**18,244.59**	**291,260.41**	**94.11**	**5.89**

Description	2015 Budget	2015 YTD Actual	2015 Uncollected	2015 % Uncollected	2015 % Collected
Grants					
Intergovernmental Grants	0.00	0.00	0.00	0.00	0.00
Federal Grants	0.00	0.00	0.00	0.00	0.00
State Grants	0.00	0.00	0.00	0.00	0.00
Byrne Grants	0.00	0.00	0.00	0.00	0.00
FRDAP Grants	0.00	0.00	0.00	0.00	0.00
General Government Grants	0.00	0.00	0.00	0.00	0.00
Grants	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Franchise Fees					
Franchise Fees-Clay Electric	42,900.00	6,748.28	36,151.72	84.27	15.73
Franchise Fees-Duke Energy	298,157.00	26,303.76	271,853.24	91.18	8.82
Franchise Fees-Communicomm Sv	0.00	0.00	0.00	0.00	0.00
Franchise Fees	**341,057.00**	**33,052.04**	**308,004.96**	**90.31**	**9.69**
Charges For Services					
Police Dispatch Fees	0.00	0.00	0.00	0.00	0.00
Charges for Services	0.00	0.00	0.00	0.00	0.00
Filing Fee-City Election	0.00	0.00	0.00	0.00	0.00
Police Services	500.00	388.50	111.50	22.30	77.70
Police Department-Fingerprint	700.00	0.00	700.00	100.00	0.00
Park Entrance Fees-Poe Springs	0.00	0.00	0.00	0.00	0.00
Parks & Rec - Softball Fees	800.00	0.00	800.00	100.00	0.00
Parks & Rec - Volleyball Fees	1,000.00	165.00	835.00	83.50	16.50
Parks and Rec - Soccer Fees	7,000.00	0.00	7,000.00	100.00	0.00
Parks & Rec - Flag Football Fe	0.00	0.00	0.00	0.00	0.00
Parks & Rec - Tennis Fees	0.00	0.00	0.00	0.00	0.00
Parks & Rec-General Income Spo	0.00	0.00	0.00	0.00	0.00
Parks and Rec-Sponsor Fees	550.00	250.00	300.00	54.55	45.45
Parks and Rec-Basketball Fees	3,000.00	0.00	3,000.00	100.00	0.00
Canoe/Kayak/Concess-Poe Spring	0.00	0.00	0.00	0.00	0.00
Zoning Fees	2,000.00	0.00	2,000.00	100.00	0.00
Development Review Fees	0.00	0.00	0.00	0.00	0.00
Sales of Maps and Publications	0.00	0.00	0.00	0.00	0.00
Copying and Research Fees	2,000.00	300.00	1,700.00	85.00	15.00
Police Reports & Services	100.00	0.00	100.00	100.00	0.00
Street Assessments	0.00	0.00	0.00	0.00	0.00
Street Closing Revenue	0.00	0.00	0.00	0.00	0.00
Charges For Services	**17,650.00**	**1,103.50**	**16,546.50**	**93.75**	**6.25**
Fines & Forfeitures					
Court Fines and Forfeitures	15,000.00	704.21	14,295.79	95.31	4.69
Municipal Ordinance Fines	1,000.00	14.00	986.00	98.60	1.40
Code Enforcement Fines	4,000.00	0.00	4,000.00	100.00	0.00
2nd Dollar Training-Police	2,000.00	76.00	1,924.00	96.20	3.80
Fines & Forfeitures	**22,000.00**	**794.21**	**21,205.79**	**96.39**	**3.61**
Rentals					
Civic Center Rental	6,000.00	850.00	5,150.00	85.83	14.17
Post Office Rent	5,333.00	500.00	4,833.00	90.62	9.38
Day Care Rental	2,040.00	170.00	1,870.00	91.67	8.33
Farmers Market Rents	19,247.00	1,549.74	17,697.26	91.95	8.05
Residential Property Rent	0.00	0.00	0.00	0.00	0.00
Rentals - Poe Springs Park	0.00	0.00	0.00	0.00	0.00
Miscellaneous Rents	0.00	0.00	0.00	0.00	0.00
Rentals	**32,620.00**	**3,069.74**	**29,550.26**	**90.59**	**9.41**

Description	2015 Budget	2015 YTD Actual	2015 Uncollected	2015 % Uncollected	2015 % Collected
Interest Earned					
Interest Earned-Bank Accounts	2,000.00	75.46	1,924.54	96.23	3.77
Interest Earned on Investments	300.00	0.00	300.00	100.00	0.00
Interest Earned Ad Valorem Tax	5,000.00	17.98	4,982.02	99.64	0.36
Interest Tax Collector	0.00	0.00	0.00	0.00	0.00
Interest Earned	**7,300.00**	**93.44**	**7,206.56**	**98.72**	**1.28**
Misc Revenue					
Forfeiture Fund Police Dept	0.00	0.00	0.00	0.00	0.00
Sales of Fixed Assets	2,000.00	0.00	2,000.00	100.00	0.00
Sale of Scrap	750.00	0.00	750.00	100.00	0.00
Contributions Non-Government	0.00	0.00	0.00	0.00	0.00
Farmers Mkt Fundraising/Donati	753.00	1.49	751.51	99.80	0.20
Community Garden	1,000.00	0.00	1,000.00	100.00	0.00
Youth Council Fundraising	0.00	0.00	0.00	0.00	0.00
Motor Fuel Tax Refunds	2,500.00	0.00	2,500.00	100.00	0.00
Police Dept. Donations	0.00	0.00	0.00	0.00	0.00
Insurance Recovery	12,000.00	0.00	12,000.00	100.00	0.00
Miscellaneous Revenue	3,000.00	143.74	2,856.26	95.21	4.79
Misc Revenue	**22,003.00**	**145.23**	**21,857.77**	**99.34**	**0.66**
Loan Proceeds					
Debt Proceeds	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Transfers In					
Interfund Transfer-Sewer Fund	137,586.00	0.00	137,586.00	100.00	0.00
Interfund Transfer-Water Fund	301,356.00	0.00	301,356.00	100.00	0.00
Interfund Transfer-Fire Fund	25,000.00	0.00	25,000.00	100.00	0.00
Interfund Transfer-Cemetery Tr	3,190.00	0.00	3,190.00	100.00	0.00
Interfund Transfer-Solid Waste	209,263.00	0.00	209,263.00	100.00	0.00
Transfers In	**676,395.00**	**0.00**	**676,395.00**	**100.00**	**0.00**
Appropriated Funds					
Approp of Prior Yr Fund-Restr	0.00	0.00	0.00	0.00	0.00
Approp of Prior Yr Funds-Unres	0.00	0.00	0.00	0.00	0.00
Appropriated Fund Balance-Res.	0.00	0.00	0.00	0.00	0.00
Appropriated Funds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total	3,990,035.00	165,478.03	3,824,556.97	95.85	4.15

General Ledger
City Commission Monthly Report

User: jstull
Printed: 12/04/14 11:17:20
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Adopted	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-City Commiss	30,600.00	2,550.00	0.00	28,050.00	91.67	8.33
FICA-City Commission	2,341.00	195.08	0.00	2,145.92	91.67	8.33
Workers Comp-City Commission	83.00	6.89	0.00	76.11	91.70	8.30
Unemployment -City Commission	0.00	0.00	0.00	0.00	0.00	0.00
Personnel	**33,024.00**	**2,751.97**	**0.00**	**30,272.03**	**91.67**	**8.33**
Operating Expenditures						
Training & Travel-City Commiss	6,000.00	218.62	0.00	5,781.38	96.36	3.64
Insurance Public Officials-CC	49,650.00	19,573.63	0.00	30,076.37	60.58	39.42
Office Supplies-City Commissio	1,600.00	114.52	0.00	1,485.48	92.84	7.16
Operating Supplies-City Commis	3,655.00	119.36	0.00	3,535.64	96.73	3.27
Dues, Subs, Memberships-City C	1,500.00	964.00	0.00	536.00	35.73	64.27
Chamber Grant-City Commission	0.00	0.00	0.00	0.00	0.00	0.00
Other Expenses-City Commission	0.00	0.00	0.00	0.00	0.00	0.00
Youth Council Expense-City Com	0.00	0.00	0.00	0.00	0.00	0.00
Employee Recognition-City Comm	0.00	0.00	0.00	0.00	0.00	0.00
Alachua League of Cities Expen	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**62,405.00**	**20,990.13**	**0.00**	**41,414.87**	**66.36**	**33.64**
Expense Total	95,429.00	23,742.10	0.00	71,686.90	75.12	24.88

General Ledger
City Manager Monthly Report

User: jstull
Printed: 12/04/14 11:18:05
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-City Manager	88,535.00	6,890.39	0.00	81,644.61	92.22	7.78
Overtime-City Manager	0.00	0.00	0.00	0.00	0.00	0.00
FICA-City Manager	6,773.00	524.65	0.00	6,248.35	92.25	7.75
Retirement-City Manager	14,215.00	700.72	0.00	13,514.28	95.07	4.93
Life & Health Ins-City Manager	9,240.00	849.21	0.00	8,390.79	90.81	9.19
Workers Comp-City Manager	240.00	19.23	0.00	220.77	91.99	8.01
Unemployment-City Manager	2,090.00	0.00	0.00	2,090.00	100.00	0.00
Personnel	**121,093.00**	**8,984.20**	**0.00**	**112,108.80**	**92.58**	**7.42**
Operating Expenditures						
Professional Services-City Mgr	0.00	0.00	0.00	0.00	0.00	0.00
Training & Travel-City Manager	1,500.00	617.66	0.00	882.34	58.82	41.18
Auto Allowance-City Manager	3,000.00	230.76	0.00	2,769.24	92.31	7.69
Employee Meetings-City Manager	0.00	0.00	0.00	0.00	0.00	0.00
Communications Svcs-City Mgr	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-City M	0.00	0.00	0.00	0.00	0.00	0.00
Copier Lease-City Manager	1,800.00	264.98	0.00	1,535.02	85.28	14.72
Repairs & Maintenance-City Mgr	250.00	0.00	0.00	250.00	100.00	0.00
Office Supplies-City Manager	400.00	266.30	0.00	133.70	33.43	66.58
Operating Supplies-City Manage	400.00	0.00	0.00	400.00	100.00	0.00
Fuel & Oil - City Manager	0.00	0.00	0.00	0.00	0.00	0.00
Dues, Subs, Memberships-City M	0.00	0.00	0.00	0.00	0.00	0.00
Youth ouncil Expense	500.00	0.00	0.00	500.00	100.00	0.00
Operating Expenditures	**7,850.00**	**1,379.70**	**0.00**	**6,470.30**	**82.42**	**17.58**
Capital Outlay						
Furniture-City Manager	0.00	0.00	0.00	0.00	0.00	0.00
Computers/Printers/Software-CM	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Contingency						
Merit Pay Contingency	0.00	0.00	0.00	0.00	0.00	0.00
Contingency	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	128,943.00	10,363.90	0.00	118,579.10	91.96	8.04

General Ledger
City Clerk Monthly Report

User: jstull
Printed: 12/04/14 11:16:39
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-City Clerk	87,000.00	6,627.71	0.00	80,372.29	92.38	7.62
Overtime-City Clerk	600.00	205.84	0.00	394.16	65.69	34.31
FICA-City Clerk	6,657.00	501.28	0.00	6,155.72	92.47	7.53
Retirement-City Clerk	13,000.00	1,444.60	0.00	11,555.40	88.89	11.11
Life & Health-City Clerk	11,000.00	1,021.55	0.00	9,978.45	90.71	9.29
Workers Comp-City Clerk	250.00	18.27	0.00	231.73	92.69	7.31
Unemployment-City Clerk	1,900.00	0.00	0.00	1,900.00	100.00	0.00
Personnel	**120,407.00**	**9,819.25**	**0.00**	**110,587.75**	**91.84**	**8.16**
Operating Expenditures						
Professional Svcs-City Clerk	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Professional Svcs-IT Consul.	0.00	0.00	0.00	0.00	0.00	0.00
Professional Svcs-Web Consul.	0.00	0.00	0.00	0.00	0.00	0.00
Municipal Code Exp-City Clerk	3,000.00	0.00	0.00	3,000.00	100.00	0.00
Training & Travel-City Clerk	2,500.00	1,190.83	0.00	1,309.17	52.37	47.63
Communications Svc-City Clerk	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-City C	0.00	0.00	0.00	0.00	0.00	0.00
Copier Lease-City Clerk	1,800.00	264.98	0.00	1,535.02	85.28	14.72
Repairs & Maint-City Clerk	1,000.00	326.34	0.00	673.66	67.37	32.63
Legal Advertisements-City Clk	10,000.00	859.67	0.00	9,140.33	91.40	8.60
City Election Expense-City Clk	2,000.00	0.00	0.00	2,000.00	100.00	0.00
Office Supplies-City Clerk	1,500.00	295.61	0.00	1,204.39	80.29	19.71
Operating Supplies-City Clerk	3,500.00	285.93	0.00	3,214.07	91.83	8.17
Dues, Subs, Memberships-City C	500.00	250.00	0.00	250.00	50.00	50.00
Web Page Expense	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**26,800.00**	**3,473.36**	**0.00**	**23,326.64**	**87.04**	**12.96**
Capital Outlay						
Furniture - City Clerk	0.00	0.00	0.00	0.00	0.00	0.00
Machinery & Equipment-City Clk	0.00	0.00	0.00	0.00	0.00	0.00
Comp, Printers, Sware-City Clk	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	147,207.00	13,292.61	0.00	133,914.39	90.97	9.03

General Ledger
Finance Monthly Report

User: jstull
Printed: 12/04/14 11:25:08
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-Finance	115,430.00	8,419.84	0.00	107,010.16	92.71	7.29
Overtime-Finance	0.00	16.38	0.00	-16.38	0.00	0.00
FICA-Finance	8,831.00	640.57	0.00	8,190.43	92.75	7.25
Retirement-Finance	17,000.00	1,445.44	0.00	15,554.56	91.50	8.50
Life & Health Ins-Finance	13,200.00	1,040.63	0.00	12,159.37	92.12	7.88
Workers Comp-Finance	310.00	26.69	0.00	283.31	91.39	8.61
Unemployment-Finance	2,710.00	0.00	0.00	2,710.00	100.00	0.00
Personnel	**157,481.00**	**11,589.55**	**0.00**	**145,891.45**	**92.64**	**7.36**
Operating Expenditures						
Professional Services-Finance	0.00	0.00	0.00	0.00	0.00	0.00
Accounting & Auditing-Finance	22,000.00	0.00	0.00	22,000.00	100.00	0.00
Training & Travel-Finance	1,500.00	76.90	0.00	1,423.10	94.87	5.13
Communications Svc-Finance	0.00	0.00	0.00	0.00	0.00	0.00
Wireless-Finance	0.00	0.00	0.00	0.00	0.00	0.00
Repairs & Maintenance-Finance	400.00	31.42	0.00	368.58	92.15	7.86
Software Maintenance-Finance	0.00	0.00	0.00	0.00	0.00	0.00
Maintenance Agreements Compute	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies-Finance	2,500.00	344.68	0.00	2,155.32	86.21	13.79
Operating Supplies-Finance	2,000.00	98.25	0.00	1,901.75	95.09	4.91
Dues, Subs & Membership-Financ	100.00	0.00	0.00	100.00	100.00	0.00
Operating Expenditures	**28,500.00**	**551.25**	**0.00**	**27,948.75**	**98.07**	**1.93**
Capital Outlay						
Comp/Printers/Sware-Finance	0.00	0.00	0.00	0.00	0.00	0.00
Springbrook	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	185,981.00	12,140.80	0.00	173,840.20	93.47	6.53

General Ledger
City Attorney Monthly Report

User: jstull
Printed: 12/04/14 11:14:15
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
FICA-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Retirement-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Life & Health Ins-City Attorne	0.00	0.00	0.00	0.00	0.00	0.00
Workers Comp-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Unemployment-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Personnel	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Operating Expenditures						
Professional Svcs-City Attorne	54,000.00	4,519.44	0.00	49,480.56	91.63	8.37
Professional Svcs-Code BD Atty	0.00	0.00	0.00	0.00	0.00	0.00
Prof Svcs-Non Routine Legal	40,000.00	0.00	0.00	40,000.00	100.00	0.00
Training & Travel-City Attorne	0.00	0.00	0.00	0.00	0.00	0.00
Communications Svc-City Attorn	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Comm-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Repairs & Maint-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Operating Supplies-City Attorn	0.00	0.00	0.00	0.00	0.00	0.00
Dues, Subs & Member-City Attor	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**94,000.00**	**4,519.44**	**0.00**	**89,480.56**	**95.19**	**4.81**
Capital Outlay						
Furniture-City Attorney	0.00	0.00	0.00	0.00	0.00	0.00
Comp/Printers/Sware-City Attor	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Contingency						
CONTINGENCY-LEGAL	75,000.00	0.00	0.00	75,000.00	100.00	0.00
Contingency	**75,000.00**	**0.00**	**0.00**	**75,000.00**	**100.00**	**0.00**
Expense Total	169,000.00	4,519.44	0.00	164,480.56	97.33	2.67

General Ledger
Information Technology
Report

User: jstull
Printed: 12/04/14 11:28:09
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Operating Expenditures						
Prof Services-IT Consulting	30,000.00	3,200.30	0.00	26,799.70	89.33	10.67
Prof Servces-Web Consulting-IT	500.00	34.26	0.00	465.74	93.15	6.85
Communication Service-IT	32,350.00	1,140.58	0.00	31,209.42	96.47	3.53
Wireless Communications-IT	10,313.00	816.69	0.00	9,496.31	92.08	7.92
Repairs & Maintenance-IT	4,000.00	0.00	0.00	4,000.00	100.00	0.00
Maintenance Agreemnts Comp-IT	7,200.00	1,025.80	0.00	6,174.20	85.75	14.25
Operating Supplies-IT	2,000.00	0.00	0.00	2,000.00	100.00	0.00
Web Page Expense-IT	1,200.00	0.00	0.00	1,200.00	100.00	0.00
E-Mail Expense	4,000.00	0.00	0.00	4,000.00	100.00	0.00
Software Annual Maintenance-IT	30,658.00	18,272.05	0.00	12,385.95	40.40	59.60
Non-Routine Serv/Audit (PD)-IT	1,200.00	0.00	0.00	1,200.00	100.00	0.00
Operating Expenditures	**123,421.00**	**24,489.68**	**0.00**	**98,931.32**	**80.16**	**19.84**
Capital Outlay						
Computers/Printers/Software-IT	54,200.00	1,105.00	0.00	53,095.00	97.96	2.04
Capital Outlay	**54,200.00**	**1,105.00**	**0.00**	**53,095.00**	**97.96**	**2.04**
Expense Total	177,621.00	25,594.68	0.00	152,026.32	85.59	14.41

General Ledger
Lic & Billing Monthly Report

User: jstull
Printed: 12/04/14 11:29:07
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-Lic & Billing	78,500.00	6,127.48	0.00	72,372.52	92.19	7.81
Overtime-Lic & Billing	750.00	762.99	0.00	-12.99	-1.73	101.73
FICA-Lic & Billing	6,006.00	508.41	0.00	5,497.59	91.53	8.47
Retirement-Lic & Billing	5,755.00	400.18	0.00	5,354.82	93.05	6.95
Life & Health Ins-Lic & Billin	13,200.00	1,015.23	0.00	12,184.77	92.31	7.69
Workers Com-Lic & Billing	210.00	14.11	0.00	195.89	93.28	6.72
Unemployment-Lic & Billing	1,836.00	0.00	0.00	1,836.00	100.00	0.00
Personnel	**106,257.00**	**8,828.40**	**0.00**	**97,428.60**	**91.69**	**8.31**
Operating Expenditures						
Professional Svcs-Lic & Billin	0.00	0.00	0.00	0.00	0.00	0.00
Training & Travel-Lic & Billin	0.00	0.00	0.00	0.00	0.00	0.00
Communications Svcs-Lic & Bill	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-Lic &	0.00	0.00	0.00	0.00	0.00	0.00
Copier Lease-Lic & Billing	750.00	116.08	0.00	633.92	84.52	15.48
Repairs & Maintenance-Lic & Bi	250.00	0.00	0.00	250.00	100.00	0.00
Software Maintenance - L & B	0.00	0.00	0.00	0.00	0.00	0.00
Repairs & Maint Comps-Lic & B	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies-Lic & Billing	1,000.00	358.50	0.00	641.50	64.15	35.85
Operating Supplies-Lic & Billi	12,000.00	1,294.28	0.00	10,705.72	89.21	10.79
Dues, Subs & Membships-Lic & B	0.00	0.00	0.00	0.00	0.00	0.00
Cash Short & Over-Lic & Bill	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**14,000.00**	**1,768.86**	**0.00**	**12,231.14**	**87.37**	**12.63**
Capital Outlay						
Machinery & Equipment-Lic & Bi	0.00	0.00	0.00	0.00	0.00	0.00
Comp, Print, Softw-Lic & Bill	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	120,257.00	10,597.26	0.00	109,659.74	91.19	8.81

General Ledger
PDC Monthly Report

User: jstull
Printed: 12/04/14 11:31:20
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-PDC	75,000.00	3,596.84	0.00	71,403.16	95.20	4.80
Overtime-PDC	400.00	30.42	0.00	369.58	92.40	7.61
FICA-PDC	7,859.00	277.48	0.00	7,581.52	96.47	3.53
Retirement-PDC	7,124.00	396.27	0.00	6,727.73	94.44	5.56
Life & Health Ins-PDC	10,560.00	508.00	0.00	10,052.00	95.19	4.81
Workers Comp-PDC	1,525.00	102.08	0.00	1,422.92	93.31	6.69
Unemployment-PDC	2,425.00	0.00	0.00	2,425.00	100.00	0.00
Personnel	**104,893.00**	**4,911.09**	**0.00**	**99,981.91**	**95.32**	**4.68**
Operating Expenditures						
Professional Services-PDC	0.00	0.00	0.00	0.00	0.00	0.00
Contractual Services-PDC	10,000.00	0.00	0.00	10,000.00	100.00	0.00
Planning Board Service Fee-PDC	7,500.00	0.00	0.00	7,500.00	100.00	0.00
Contract Svc Bldg Official-PDC	35,000.00	4,635.00	0.00	30,365.00	86.76	13.24
Training & Travel-PDC	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Communications Service-PDC	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-PDC	0.00	0.00	0.00	0.00	0.00	0.00
Utilities-PDC	500.00	79.27	0.00	420.73	84.15	15.85
Copier Lease-PDC	800.00	122.79	0.00	677.21	84.65	15.35
Prop & Gen Liab Ins-PDC	910.00	102.47	0.00	807.53	88.74	11.26
Repairs & Maintenance-PDC	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Repairs & Maint Vehicles-PDC	500.00	0.00	0.00	500.00	100.00	0.00
Software Maint Agr.-PDC	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies-PDC	2,000.00	261.94	56.37	1,681.69	84.08	13.10
Operating Supplies-PDC	2,000.00	142.63	21.99	1,835.38	91.77	7.13
Fuel & Oil - PDC	1,000.00	99.91	0.00	900.09	90.01	9.99
Dues, Subs & Memberships-PDC	1,500.00	0.00	0.00	1,500.00	100.00	0.00
Operating Expenditures	**63,710.00**	**5,444.01**	**78.36**	**58,187.63**	**91.33**	**8.54**
Capital Outlay						
Comp/Printers/Sware-PDC	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	168,603.00	10,355.10	78.36	158,169.54	93.81	6.14

General Ledger
Police Disp Monthly Report

User: jstull
Printed: 12/04/14 14:02:48
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-Police Disp	165,269.00	12,053.55	0.00	153,215.45	92.71	7.29
Overtime-Police Dispatch	4,000.00	1,649.05	0.00	2,350.95	58.77	41.23
FICA-Police Dispatch	12,643.00	1,028.77	0.00	11,614.23	91.86	8.14
Retirement-Police Dispatch	12,115.00	1,009.87	0.00	11,105.13	91.66	8.34
Life & Health Ins-Police Dispa	31,680.00	1,999.42	0.00	29,680.58	93.69	6.31
Workers Comp-Police Dispatch	510.00	27.94	0.00	482.06	94.52	5.48
Unemployment-Police Dispatch	3,281.00	0.00	0.00	3,281.00	100.00	0.00
Personnel	**229,498.00**	**17,768.60**	**0.00**	**211,729.40**	**92.26**	**7.74**
Operating Expenditures						
Professional Svcs - Police Dis	0.00	0.00	0.00	0.00	0.00	0.00
Employee Exams - Police Dispat	0.00	0.00	0.00	0.00	0.00	0.00
Contract Services-Police Disp	0.00	0.00	0.00	0.00	0.00	0.00
Training & Travel - Police Dis	1,500.00	169.06	0.00	1,330.94	88.73	11.27
Communications Svcs-Police Dis	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-Police	0.00	0.00	0.00	0.00	0.00	0.00
Comm Svcs-Radio Svc Agr-Pol Co	13,600.00	1,042.00	0.00	12,558.00	92.34	7.66
Prop & Gen Liab Ins-Police Dis	0.00	0.00	0.00	0.00	0.00	0.00
Repairs & Maintenance-Police D	2,000.00	0.00	0.00	2,000.00	100.00	0.00
Repairs & Maint Equip-Police	500.00	0.00	0.00	500.00	100.00	0.00
Software Maintenance-Police Di	0.00	0.00	0.00	0.00	0.00	0.00
Operating Supplies-Police Disp	1,500.00	471.00	0.00	1,029.00	68.60	31.40
Uniforms - Police Dispatch	0.00	0.00	0.00	0.00	0.00	0.00
Other Expense-Police Dispatch	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**19,100.00**	**1,682.06**	**0.00**	**17,417.94**	**91.19**	**8.81**
Capital Outlay						
Machinery & Equipment-Police D	0.00	0.00	0.00	0.00	0.00	0.00
Comp/Printers/Sware-Police Dis	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Debt Service						
Debt Svc. Principal - Motorola	22,967.00	24,757.28	0.00	-1,790.28	-7.80	107.80
Debt Svc. Interest - Motorola	5,951.00	4,160.71	0.00	1,790.29	30.08	69.92
Debt Service	**28,918.00**	**28,917.99**	**0.00**	**0.01**	**0.00**	**100.00**
Expense Total	277,516.00	48,368.65	0.00	229,147.35	82.57	17.43

General Ledger
Police Ops Monthly Report

User: jstull
Printed: 12/04/14 11:37:22
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-Police Oper	550,074.00	29,669.77	0.00	520,404.23	94.61	5.39
Overtime-Police Operations	19,000.00	6,114.85	0.00	12,885.15	67.82	32.18
FICA-Police Operations	42,675.00	2,653.39	0.00	40,021.61	93.78	6.22
Retirement-Police Operations	110,340.00	4,285.93	0.00	106,054.07	96.12	3.88
Life & Health Ins-Police Opera	79,200.00	5,031.94	0.00	74,168.06	93.65	6.35
Workers Comp-Police Operations	18,500.00	1,470.43	0.00	17,029.57	92.05	7.95
Unemployment-Police Operations	11,502.00	0.00	0.00	11,502.00	100.00	0.00
Personnel	**831,291.00**	**49,226.31**	**0.00**	**782,064.69**	**94.08**	**5.92**
Operating Expenditures						
Professional Services - Police	0.00	0.00	0.00	0.00	0.00	0.00
Employee Exams-Police Ops	1,500.00	750.00	0.00	750.00	50.00	50.00
Drug Buy Money-Police Operatio	500.00	0.00	0.00	500.00	100.00	0.00
Training & Travel-Police Opera	1,000.00	1,118.71	0.00	-118.71	-11.87	111.87
Education Reimbursement-Pol Op	0.00	0.00	0.00	0.00	0.00	0.00
Communications Svcs-Police Ope	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-Police	0.00	0.00	0.00	0.00	0.00	0.00
Utilities-Police Operations	8,500.00	726.94	0.00	7,773.06	91.45	8.55
Copier Lease-Police Operations	1,500.00	118.83	0.00	1,381.17	92.08	7.92
Prop & Gen Liab Ins-Police Ope	40,263.00	4,608.09	0.00	35,654.91	88.56	11.44
Repairs & Maintenance-Police O	4,000.00	0.00	0.00	4,000.00	100.00	0.00
Rep and Maint-Vehicles-Pol Op	40,000.00	5,386.21	0.00	34,613.79	86.53	13.47
Repairs & Maint Equip-Police O	6,500.00	0.00	0.00	6,500.00	100.00	0.00
Software Maintenance - Police	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies-Police Operati	5,000.00	418.60	0.00	4,581.40	91.63	8.37
Operating Supplies-Police Oper	10,000.00	399.93	2,409.21	7,190.86	71.91	4.00
Uniforms-Police Operations	5,000.00	63.00	0.00	4,937.00	98.74	1.26
Fuel & Oil-Police Operations	50,000.00	3,841.15	0.00	46,158.85	92.32	7.68
Dues, Subs & Memships-Police O	200.00	0.00	0.00	200.00	100.00	0.00
Police Training Exp-Police Ope	6,000.00	0.00	0.00	6,000.00	100.00	0.00
Grant Match Exp-Police Operati	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Operating Expenditures	**180,963.00**	**17,431.46**	**2,409.21**	**161,122.33**	**89.04**	**9.63**
Capital Outlay						
Building Improvements-Police O	0.00	0.00	0.00	0.00	0.00	0.00
Machinery & Equip-Police Opera	0.00	0.00	0.00	0.00	0.00	0.00
Comp/Printers/Sware-Police Ope	0.00	0.00	0.00	0.00	0.00	0.00
Vehicles-Police Operations	30,000.00	0.00	0.00	30,000.00	100.00	0.00
Capital Outlay	**30,000.00**	**0.00**	**0.00**	**30,000.00**	**100.00**	**0.00**
Debt Service						
Debt Svc-Principal-Police Oper	14,207.00	0.00	0.00	14,207.00	100.00	0.00
Debt Svc-Interest-Police Opera	1,573.00	0.00	0.00	1,573.00	100.00	0.00
Debt Service	**15,780.00**	**0.00**	**0.00**	**15,780.00**	**100.00**	**0.00**

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Expense Total	1,058,034.00	66,657.77	2,409.21	988,967.02	93.47	6.30

General Ledger
PW-Parks & Rec Monthly Report

User: jstull
Printed: 12/04/14 14:05:07
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-Parks & Rec	32,500.00	2,496.00	0.00	30,004.00	92.32	7.68
Overtime-Parks & Rec	0.00	0.00	0.00	0.00	0.00	0.00
FICA-Parks & Rec	2,459.00	193.69	0.00	2,265.31	92.12	7.88
Retirement-Parks & Rec	2,369.00	183.96	0.00	2,185.04	92.23	7.77
Life & Health Ins-Parks & Rec	5,280.00	510.59	0.00	4,769.41	90.33	9.67
Workers Comp-Parks & Rec	870.00	102.59	0.00	767.41	88.21	11.79
Unemployment-Parks & Rec	758.00	0.00	0.00	758.00	100.00	0.00
Personnel	**44,236.00**	**3,486.83**	**0.00**	**40,749.17**	**92.12**	**7.88**
Operating Expenditures						
Employee Exams-Parks & Rec	395.00	0.00	0.00	395.00	100.00	0.00
Contractual Services-Parks & R	0.00	0.00	0.00	0.00	0.00	0.00
Training & Travel-Parks & Rec	1,000.00	902.75	0.00	97.25	9.73	90.28
Communications Svcs-Parks & Re	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications -Parks	0.00	0.00	0.00	0.00	0.00	0.00
Utilities-Parks & Rec	12,000.00	834.47	0.00	11,165.53	93.05	6.95
Rental Equipment-Parks & Rec	0.00	0.00	0.00	0.00	0.00	0.00
Prop & Gen Liab Ins-Parks & Re	2,000.00	656.92	0.00	1,343.08	67.15	32.85
Repairs & Maintenance-Parks&Re	12,000.00	592.48	0.00	11,407.52	95.06	4.94
Operating Supplies-Recreation	14,500.00	1,403.55	0.00	13,096.45	90.32	9.68
Operating Supplies-Parks Maint	8,000.00	31.95	0.00	7,968.05	99.60	0.40
Operating Supplies-Comm Garden	0.00	22.23	0.00	-22.23	0.00	0.00
Uniforms	13,000.00	1,178.00	0.00	11,822.00	90.94	9.06
Fuel and Oil-Parks and Rec	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Dues, Subs & Memberships-P & R	100.00	0.00	0.00	100.00	100.00	0.00
Operating Expenditures	**63,995.00**	**5,622.35**	**0.00**	**58,372.65**	**91.21**	**8.79**
Capital Outlay						
Building Improve-Parks & Rec	0.00	0.00	0.00	0.00	0.00	0.00
Improve other than Bldg-P&R	0.00	0.00	0.00	0.00	0.00	0.00
Machinery and Equip-Parks & Re	0.00	0.00	0.00	0.00	0.00	0.00
Sports Complex Lighting	0.00	0.00	0.00	0.00	0.00	0.00
Grant Match-FRDAP-Parks & Rec	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Debt Service						
Debt Service-Principal- P & R	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service-Interest P & R	0.00	0.00	0.00	0.00	0.00	0.00
Debt Svc-Howard Park-P & R	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	108,231.00	9,109.18	0.00	99,121.82	91.58	8.42

General Ledger
Farmers Market Monthly Report

User: jstull
Printed: 12/04/14 11:24:07
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-FM	0.00	0.00	0.00	0.00	0.00	0.00
FICA - FM	0.00	0.00	0.00	0.00	0.00	0.00
Retirement - FM	0.00	0.00	0.00	0.00	0.00	0.00
Life & Health Insurance - FM	0.00	0.00	0.00	0.00	0.00	0.00
Work Comp-Farmers Market	249.00	3.16	0.00	245.84	98.73	1.27
Unemployment Comp. - FM	218.00	0.00	0.00	218.00	100.00	0.00
Personnel	**467.00**	**3.16**	**0.00**	**463.84**	**99.32**	**0.68**
Operating Expenditures						
Professional Svcs-Farmers Mkt	10,533.00	1,170.97	0.00	9,362.03	88.88	11.12
Training & Travel-Farmers Mkt	0.00	0.00	0.00	0.00	0.00	0.00
Promotional Act-Farmers Mkt	4,000.00	170.00	0.00	3,830.00	95.75	4.25
Advertising Farmers Market	2,000.00	209.20	0.00	1,790.80	89.54	10.46
Office Supplies-Farmers Mkt	0.00	0.00	0.00	0.00	0.00	0.00
Operating Supplies-Farmers Mkt	3,000.00	315.80	0.00	2,684.20	89.47	10.53
Other Expenses-Farmers Mkt	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**19,533.00**	**1,865.97**	**0.00**	**17,667.03**	**90.45**	**9.55**
Capital Outlay						
Machinery & Equip-Farmers Mark	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	20,000.00	1,869.13	0.00	18,130.87	90.65	9.35

General Ledger
Day Care Monthly Report

User: jstull
Printed: 12/04/14 11:19:29
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Avaiable	2015 % Available	2015 % Spent
Operating Expenditures						
Professional Services- DayCare	0.00	0.00	0.00	0.00	0.00	0.00
Utility Services- DayCare	2,500.00	289.32	0.00	2,210.68	88.43	11.57
Property & Liability Ins- DCar	1,377.00	344.35	0.00	1,032.65	74.99	25.01
Repair & Maintenance-DayCare	1,500.00	237.50	817.15	445.35	29.69	15.83
Operating Expenditures	**5,377.00**	**871.17**	**817.15**	**3,688.68**	**68.60**	**16.20**
Capital Outlay						
Building Improvement-Day Care	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	5,377.00	871.17	817.15	3,688.68	68.60	16.20

General Ledger
PW Facilities Monthly Report

User: jstull
Printed: 12/04/14 11:40:20
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-PW Facilities	52,600.00	4,013.10	0.00	48,586.90	92.37	7.63
Overtime-PW Facilities	0.00	0.00	0.00	0.00	0.00	0.00
FICA-PW Facilities	4,025.00	296.53	0.00	3,728.47	92.63	7.37
Retirement-PW Facilities	3,856.00	404.44	0.00	3,451.56	89.51	10.49
Life & Health Ins-PW Facilitie	10,560.00	1,012.96	0.00	9,547.04	90.41	9.59
Workers Comp-PW Facilities	168.00	96.15	0.00	71.85	42.77	57.23
Unemployment-PW-Facilities	1,505.00	0.00	0.00	1,505.00	100.00	0.00
Personnel	**72,714.00**	**5,823.18**	**0.00**	**66,890.82**	**91.99**	**8.01**
Operating Expenditures						
Professional Services-PW-Facil	0.00	0.00	0.00	0.00	0.00	0.00
Employee Exams-PW-Facilities	0.00	0.00	0.00	0.00	0.00	0.00
Communications Svcs-PW Facilit	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-PW Fac	0.00	0.00	0.00	0.00	0.00	0.00
Utilities-PW Facilities	18,000.00	2,056.80	0.00	15,943.20	88.57	11.43
Phone System Lease-PW Faciliti	2,000.00	287.70	0.00	1,712.30	85.62	14.39
Property & Gen Liab Ins-PW Fac	12,863.00	1,965.73	0.00	10,897.27	84.72	15.28
Repairs & Maintenance-PW Facil	15,000.00	980.57	0.00	14,019.43	93.46	6.54
Repairs & Maint Vehicles-PW Fa	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Operating Supplies-PW Faciliti	3,000.00	566.47	0.00	2,433.53	81.12	18.88
Uniforms-PW Facilities	0.00	0.00	0.00	0.00	0.00	0.00
Fuel & Oil-PW Facilities	2,000.00	0.00	0.00	2,000.00	100.00	0.00
Operating Expenditures	**53,863.00**	**5,857.27**	**0.00**	**48,005.73**	**89.13**	**10.87**
Capital Outlay						
Land Acquisition-PW Facilities	0.00	0.00	0.00	0.00	0.00	0.00
Building Improvements-PW Facil	15,000.00	0.00	0.00	15,000.00	100.00	0.00
Capital Outlay	**15,000.00**	**0.00**	**0.00**	**15,000.00**	**100.00**	**0.00**
Expense Total	141,577.00	11,680.45	0.00	129,896.55	91.75	8.25

General Ledger
Roads & Streets Monthly Report

User: jstull
Printed: 12/04/14 11:41:00
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-PW Road/Str	101,000.00	7,788.10	0.00	93,211.90	92.29	7.71
Overtime-Roads & Streets	500.00	0.00	0.00	500.00	100.00	0.00
FICA-Roads & Streets	7,765.00	594.78	0.00	7,170.22	92.34	7.66
Retirement-Roads & Streets	7,440.00	573.98	0.00	6,866.02	92.29	7.71
Life & Health Ins-Roads & Stre	15,840.00	1,518.89	0.00	14,321.11	90.41	9.59
Workers Comp-Roads & Streets	7,715.00	758.56	0.00	6,956.44	90.17	9.83
Unemployment-Roads & Streets	2,312.00	0.00	0.00	2,312.00	100.00	0.00
Personnel	**142,572.00**	**11,234.31**	**0.00**	**131,337.69**	**92.12**	**7.88**
Operating Expenditures						
Professional Services-Road & S	1,500.00	0.00	0.00	1,500.00	100.00	0.00
Employee Exams- Roads & Street	0.00	0.00	0.00	0.00	0.00	0.00
Contractual Services-Roads & S	46,000.00	8,399.74	0.00	37,600.26	81.74	18.26
Training & Travel-Roads & Stre	400.00	0.00	0.00	400.00	100.00	0.00
Communication Svcs-Roads & Str	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-Road &	0.00	0.00	0.00	0.00	0.00	0.00
Utilities-Roads & Streets	80,000.00	7,504.64	0.00	72,495.36	90.62	9.38
Rental Equipment-Roads & Stree	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Prop & Gen Liab Ins-Roads & St	26,400.00	5,851.88	0.00	20,548.12	77.83	22.17
Repairs & Maintenance-Roads &	1,000.00	42.68	0.00	957.32	95.73	4.27
Rep & Maint Vehicles-Roads & S	4,500.00	957.35	0.00	3,542.65	78.73	21.27
Rep & Maint Equip-Roads & Stre	15,000.00	1,405.30	0.00	13,594.70	90.63	9.37
Rep & Maint-Traffic Signs-R&S	10,000.00	469.53	0.00	9,530.47	95.30	4.70
Rep & Maint-Traffic Signal-R&S	2,500.00	0.00	0.00	2,500.00	100.00	0.00
Rep & Maint-Trees-Roads & Stre	15,000.00	1,125.00	0.00	13,875.00	92.50	7.50
Operating Supplies-Roads & Str	4,000.00	198.89	0.00	3,801.11	95.03	4.97
Uniforms-Roads & Streets	1,200.00	0.00	0.00	1,200.00	100.00	0.00
Fuel & Oil-Roads & Streets	14,000.00	1,046.22	0.00	12,953.78	92.53	7.47
Tree Replacement-Roads & Stree	700.00	0.00	0.00	700.00	100.00	0.00
Road & Sidewalk Rep-Roads & St	30,000.00	0.00	0.00	30,000.00	100.00	0.00
Loss on Investment	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**253,200.00**	**27,001.23**	**0.00**	**226,198.77**	**89.34**	**10.66**
Capital Outlay						
Land Acquisition-Roads & Stree	0.00	0.00	0.00	0.00	0.00	0.00
Building Improvements-Roads&St	0.00	0.00	0.00	0.00	0.00	0.00
Imp Other Blgd-Paving-Roads&St	100,000.00	0.00	0.00	100,000.00	100.00	0.00
Machinery & Equipment-Roads&St	8,000.00	0.00	0.00	8,000.00	100.00	0.00
Vehicles-Roads & Streets	23,000.00	0.00	0.00	23,000.00	100.00	0.00
Capital Outlay	**131,000.00**	**0.00**	**0.00**	**131,000.00**	**100.00**	**0.00**
Debt Service						
Debt Service-Principal-R&S	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service Interest - R&S	0.00	0.00	0.00	0.00	0.00	0.00

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Debt Svc-Other Costs-R&S	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	526,772.00	38,235.54	0.00	488,536.46	92.74	7.26

General Ledger
PW Cemetery Monthly Report

User: jstull
Printed: 12/04/14 11:39:27
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Personnel						
Regular Salaries-PW Cemeteries	7,500.00	0.00	0.00	7,500.00	100.00	0.00
Overtime-PW Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
FICA-PW Cemetery	574.00	0.00	0.00	574.00	100.00	0.00
Retirement-PW Cemetery	550.00	0.00	0.00	550.00	100.00	0.00
Life & Health Ins-PW Cemetery	3,000.00	0.00	0.00	3,000.00	100.00	0.00
Workers Comp-PW Cemetery	1,643.00	0.00	0.00	1,643.00	100.00	0.00
Unemployment-PW Cemetery	399.00	0.00	0.00	399.00	100.00	0.00
Personnel	**13,666.00**	**0.00**	**0.00**	**13,666.00**	**100.00**	**0.00**
Operating Expenditures						
Professional Services-PW Cemet	0.00	0.00	0.00	0.00	0.00	0.00
Employee Exams-PW Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
Training & Travel-PW Cemetery	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Communications-PW Cem	0.00	0.00	0.00	0.00	0.00	0.00
Utility Services	800.00	60.91	0.00	739.09	92.39	7.61
Repairs & Maintenance-PW Cemet	1,500.00	0.00	0.00	1,500.00	100.00	0.00
Repairs & Maint Vehicles-PW Ce	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Operating Supplies-PW Cemetery	200.00	0.00	0.00	200.00	100.00	0.00
Uniforms-PW Cemetery	200.00	0.00	0.00	200.00	100.00	0.00
Fuel & Oil-PW Cemetery	2,000.00	269.61	0.00	1,730.39	86.52	13.48
Operating Expenditures	**5,700.00**	**330.52**	**0.00**	**5,369.48**	**94.20**	**5.80**
Capital Outlay						
Machinery & Equipment-PW Cemet	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Expense Total	19,366.00	330.52	0.00	19,035.48	98.29	1.71

General Ledger
Fire Fund Monthly Report

User: jstull
Printed: 12/04/14 11:54:26
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Taxes						
Fire Assessments	220,000.00	91.11	0.00	219,908.89	99.96	0.04
Taxes	**220,000.00**	**91.11**	**0.00**	**219,908.89**	**99.96**	**0.04**
Grants						
Grants-DOI-Fire	0.00	0.00	0.00	0.00	0.00	0.00
Misc Grants	0.00	0.00	0.00	0.00	0.00	0.00
Grants	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Intergovernmental						
State Rev Share-Firefgt Sup Co	0.00	0.00	0.00	0.00	0.00	0.00
Intergovernmental	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Fire Fees						
Fire Contract Payments	0.00	0.00	0.00	0.00	0.00	0.00
Alachua County Agreement	145,000.00	12,083.34	0.00	132,916.66	91.67	8.33
Columbia County Agreement	0.00	0.00	0.00	0.00	0.00	0.00
Fire Inspection Fees	3,000.00	886.60	0.00	2,113.40	70.45	29.55
Fire Plan Review Fees	0.00	0.00	0.00	0.00	0.00	0.00
Fire Fees	**148,000.00**	**12,969.94**	**0.00**	**135,030.06**	**91.24**	**8.76**
Interest Earned						
Interest Earned on Bank Accts	300.00	6.43	0.00	293.57	97.86	2.14
Interest Earned	**300.00**	**6.43**	**0.00**	**293.57**	**97.86**	**2.14**
Misc Revenue						
Miscellaneous Revenue-Fire	0.00	0.00	0.00	0.00	0.00	0.00
Donations-Fire	0.00	0.00	0.00	0.00	0.00	0.00
Misc Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Transfers In						
Transfer from General Fund	420,781.00	0.00	0.00	420,781.00	100.00	0.00
Transfers In	**420,781.00**	**0.00**	**0.00**	**420,781.00**	**100.00**	**0.00**
Appropriated Funds						
Approp of Prior Year Funds-Fir	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Funds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Loan Proceeds						
Loan Proceeds-Fire	0.00	0.00	0.00	0.00	0.00	0.00
Loan Proceeds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Personnel						
Regular Salaries-Fire	362,365.00	31,910.42	0.00	330,454.58	91.19	8.81
Overtime-Fire	0.00	3,825.32	0.00	-3,825.32	0.00	0.00
Holiday Pay-Fire	47,841.00	0.00	0.00	47,841.00	100.00	0.00

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Fire Fees	8,000.00	560.00	0.00	7,440.00	93.00	7.00
FICA-Fire	31,381.00	2,606.80	0.00	28,774.20	91.69	8.31
Retirement-Fire	81,303.00	7,082.85	0.00	74,220.15	91.29	8.71
Life & Health Ins-Fire	48,000.00	6,629.92	0.00	41,370.08	86.19	13.81
Workers Comp-Fire	20,475.00	1,821.07	0.00	18,653.93	91.11	8.89
Unemployment-Fire	9,292.00	0.00	0.00	9,292.00	100.00	0.00
Personnel	**608,657.00**	**54,436.38**	**0.00**	**554,220.62**	**91.06**	**8.94**
Operating Expenditures						
Professional Services-Fire	2,000.00	185.00	0.00	1,815.00	90.75	9.25
Training & Travel-Fire	5,000.00	1,711.93	0.00	3,288.07	65.76	34.24
Communications Svcs-Fire	0.00	364.70	0.00	-364.70	0.00	0.00
Wireless Communications-Fire	0.00	0.00	0.00	0.00	0.00	0.00
Utilities-Fire	8,000.00	837.24	0.00	7,162.76	89.53	10.47
Phone System Lease-Fire	675.00	50.04	0.00	624.96	92.59	7.41
Prop & Gen Liab Ins-Fire	11,354.00	1,178.22	0.00	10,175.78	89.62	10.38
Repairs & Maint Vehicles-Fire	20,000.00	1,767.60	0.00	18,232.40	91.16	8.84
Repairs & Maint Equip-Fire	8,000.00	3,812.47	0.00	4,187.53	52.34	47.66
Software Maint Agr-Fire	4,200.00	4,200.00	0.00	0.00	0.00	100.00
Repairs & Maint Bldg-Fire	6,500.00	1,263.48	0.00	5,236.52	80.56	19.44
Assesment Study	7,500.00	0.00	0.00	7,500.00	100.00	0.00
Office Supplies-Fire	3,000.00	1,488.54	0.00	1,511.46	50.38	49.62
Operating Supplies-Fire	7,200.00	1,191.37	0.00	6,008.63	83.45	16.55
Uniforms-Fire	4,000.00	1,015.08	0.00	2,984.92	74.62	25.38
Fuel & Oil-Fire	16,000.00	923.92	0.00	15,076.08	94.23	5.77
Dues, Subs & Memberships-Fire	2,000.00	0.00	0.00	2,000.00	100.00	0.00
Operating Expenditures	**105,429.00**	**19,989.59**	**0.00**	**85,439.41**	**81.04**	**18.96**
Capital Outlay						
Building Improvements	0.00	0.00	0.00	0.00	0.00	0.00
Machinery & Equipment-Fire	4,000.00	0.00	0.00	4,000.00	100.00	0.00
Comp/Printers/Sware-Fire	0.00	0.00	0.00	0.00	0.00	0.00
Vehicles	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**4,000.00**	**0.00**	**0.00**	**4,000.00**	**100.00**	**0.00**
Debt Service						
Debt Service-Principal-Fire	36,176.00	28,817.26	0.00	7,358.74	20.34	79.66
Debt Service-Interest-Fire	9,819.00	8,749.89	0.00	1,069.11	10.89	89.11
Debt Service	**45,995.00**	**37,567.15**	**0.00**	**8,427.85**	**18.32**	**81.68**
Transfers						
Transfer to General Fund	25,000.00	0.00	0.00	25,000.00	100.00	0.00
Transfers	**25,000.00**	**0.00**	**0.00**	**25,000.00**	**100.00**	**0.00**
Contingency						
Contingency	0.00	0.00	0.00	0.00	0.00	0.00
Contingency	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total	789,081.00	13,067.48	0.00	776,013.52	98.34	1.66
Expense Total	789,081.00	111,993.12	0.00	677,087.88	85.81	14.19
Grand Total	0.00	-98,925.64	0.00	98,925.64	0.00	0.00

General Ledger
Impact Fee Fund Monthly Report

User: jstull
Printed: 12/04/14 11:56:00
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Grants						
Rural Development Grant	0.00	0.00	0.00	0.00	0.00	0.00
Grants	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Interest Earned						
Interest Earned on Bank Accts	0.00	0.00	0.00	0.00	0.00	0.00
Int Earned on Bank Acct-Water	100.00	1.41	0.00	98.59	98.59	1.41
Int Earned on Bank Acct-Sewer	200.00	11.91	0.00	188.09	94.05	5.96
Interest Earned on Investments	0.00	0.00	0.00	0.00	0.00	0.00
Interest earned on Inv-Water	0.00	0.00	0.00	0.00	0.00	0.00
Interest Earned on Inv.-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Interest Earned-Ad Valorem Tax	0.00	0.00	0.00	0.00	0.00	0.00
Interest Earned	**300.00**	**13.32**	**0.00**	**286.68**	**95.56**	**4.44**
Impact Fees						
Water Impact Fee Revenue	125,000.00	500.00	0.00	124,500.00	99.60	0.40
Sewer Impact Fee Revenue	125,000.00	4,240.00	0.00	120,760.00	96.61	3.39
Impact Fees	**250,000.00**	**4,740.00**	**0.00**	**245,260.00**	**98.10**	**1.90**
Transfers In						
Contribs from Enterprise Opers	0.00	0.00	0.00	0.00	0.00	0.00
Transfers In	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Appropriated Funds						
Approp of Prior Year Funds	0.00	0.00	0.00	0.00	0.00	0.00
Approp of Prior Yr Funds-Water	0.00	0.00	0.00	0.00	0.00	0.00
Approp of Prior Yr Funds-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Funds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Operating Expenditures						
Refund of PriorYr.Rev.-Sew.Imp	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Capital Outlay						
Water Sys Improvements	0.00	0.00	0.00	0.00	0.00	0.00
Sewer System Improv	60,000.00	0.00	0.00	60,000.00	100.00	0.00
202 Street Water Reimb	0.00	0.00	0.00	0.00	0.00	0.00
202 Street Sewer Reimb	0.00	0.00	0.00	0.00	0.00	0.00
Sewer Lift Station	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**60,000.00**	**0.00**	**0.00**	**60,000.00**	**100.00**	**0.00**
Transfers						
Transfer to Sewer	58,494.00	0.00	0.00	58,494.00	100.00	0.00
Transfer to Sewer Const Fund	0.00	0.00	0.00	0.00	0.00	0.00
Transfers	**58,494.00**	**0.00**	**0.00**	**58,494.00**	**100.00**	**0.00**

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Contingency						
Water Contingency	65,903.00	0.00	0.00	65,903.00	100.00	0.00
Sewer Contingency	65,903.00	0.00	0.00	65,903.00	100.00	0.00
Contingency	**131,806.00**	**0.00**	**0.00**	**131,806.00**	**100.00**	**0.00**
Depreciation						
Depreciation Expense-Water	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation Exepnse-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total	250,300.00	4,753.32	0.00	245,546.68	98.10	1.90
Expense Total	250,300.00	0.00	0.00	250,300.00	100.00	0.00
Grand Total	0.00	4,753.32	0.00	-4,753.32	0.00	0.00

General Ledger
CRA Monthly Report

User: jstull
Printed: 12/04/14 11:51:29
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Taxes						
Ad Valorem Taxes COHS	80,000.00	0.00	0.00	80,000.00	100.00	0.00
Ad Valorem Tax-CRA	110,000.00	0.00	0.00	110,000.00	100.00	0.00
Taxes	**190,000.00**	**0.00**	**0.00**	**190,000.00**	**100.00**	**0.00**
Interest Earned						
Interest Earned Bank Account	50.00	3.44	0.00	46.56	93.12	6.88
Interest Earned	**50.00**	**3.44**	**0.00**	**46.56**	**93.12**	**6.88**
Appropriated Funds						
Approp of Prior Year Funds	72,000.00	0.00	0.00	72,000.00	100.00	0.00
Appropriated Funds	**72,000.00**	**0.00**	**0.00**	**72,000.00**	**100.00**	**0.00**
Personnel						
Regular Salaries - CRA	40,000.00	0.00	0.00	40,000.00	100.00	0.00
FICA - CRA	3,060.00	0.00	0.00	3,060.00	100.00	0.00
Retirement - CRA	2,948.00	0.00	0.00	2,948.00	100.00	0.00
Life & Health Insurance-CRA	3,000.00	0.00	0.00	3,000.00	100.00	0.00
Worker's Comp - CRA	2,000.00	0.00	0.00	2,000.00	100.00	0.00
Unemployment Comp - CRA	944.00	0.00	0.00	944.00	100.00	0.00
Contingency - CRA	18,390.00	0.00	0.00	18,390.00	100.00	0.00
Personnel	**70,342.00**	**0.00**	**0.00**	**70,342.00**	**100.00**	**0.00**
Operating Expenditures						
Professional Services-CRA	4,000.00	125.00	0.00	3,875.00	96.88	3.13
Contractual Services-CRA	5,000.00	0.00	0.00	5,000.00	100.00	0.00
Contractual Svcs COHS	50,000.00	0.00	0.00	50,000.00	100.00	0.00
Training and Travel-CRA	2,500.00	0.00	0.00	2,500.00	100.00	0.00
Prop & Gen Liab Ins-CRA	4,655.00	913.75	0.00	3,741.25	80.37	19.63
Repairs & Maintenance-CRA	6,000.00	164.09	361.25	5,474.66	91.24	2.73
Promotional Activities-CRA	2,500.00	0.00	0.00	2,500.00	100.00	0.00
Operating Supplies	0.00	1,111.60	0.00	-1,111.60	0.00	0.00
Dues, Subs, Memberships-CRA	500.00	175.00	0.00	325.00	65.00	35.00
Billboard Advertising - CRA	15,000.00	0.00	0.00	15,000.00	100.00	0.00
Music in the Park Advert.-CRA	1,500.00	50.00	0.00	1,450.00	96.67	3.33
Grants to Others-CRA	60,000.00	0.00	0.00	60,000.00	100.00	0.00
Operating Expenditures	**151,655.00**	**2,539.44**	**361.25**	**148,754.31**	**98.09**	**1.67**
Capital Outlay						
Downtown Projects	25,000.00	0.00	0.00	25,000.00	100.00	0.00
Capital Outlay	**25,000.00**	**0.00**	**0.00**	**25,000.00**	**100.00**	**0.00**
Contingency						
RESERVED FOR BALANCE FORWARD	15,053.00	0.00	0.00	15,053.00	100.00	0.00
Contingency	**15,053.00**	**0.00**	**0.00**	**15,053.00**	**100.00**	**0.00**

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Revenue Total	262,050.00	3.44	0.00	262,046.56	100.00	0.00
Expense Total	262,050.00	2,539.44	361.25	259,149.31	98.89	0.97
Grand Total	0.00	-2,536.00	-361.25	2,897.25	0.00	0.00

General Ledger
Sewer Fund Monthly Report

User: jstull
Printed: 12/04/14 11:43:14
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Grants						
State Grant-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Rural Development Grant-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Suwannee River Mgt Grant-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Grants	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Utility Revenue						
Sewer Service Fees	725,000.00	53,424.01	0.00	671,575.99	92.63	7.37
Sewer Adjustments	0.00	0.00	0.00	0.00	0.00	0.00
Penalties-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Sewer Installations	30,000.00	0.00	0.00	30,000.00	100.00	0.00
Sewer Connections	30,000.00	0.00	0.00	30,000.00	100.00	0.00
Fee Grinder Pump Replacement	28,536.00	0.00	0.00	28,536.00	100.00	0.00
Utility Revenue	**813,536.00**	**53,424.01**	**0.00**	**760,111.99**	**93.43**	**6.57**
Interest Earned						
Interest Earned on Bank Acct	600.00	54.25	0.00	545.75	90.96	9.04
Interest Earned	**600.00**	**54.25**	**0.00**	**545.75**	**90.96**	**9.04**
Misc Revenue						
Miscellaneous Revenue-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Misc Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Appropriated Funds						
Sewer Reserve	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Funds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Transfers In						
Transfer from General Fund-Sew	0.00	0.00	0.00	0.00	0.00	0.00
Transfer from Water Fund-Sewer	58,595.00	0.00	0.00	58,595.00	100.00	0.00
Transfer from Solid Waste	0.00	0.00	0.00	0.00	0.00	0.00
Transfer from Sewer Impact Fee	58,494.00	0.00	0.00	58,494.00	100.00	0.00
Transfers In	**117,089.00**	**0.00**	**0.00**	**117,089.00**	**100.00**	**0.00**
Appropriated Funds						
Appropriation of Prior Yr Fund	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Funds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Personnel						
Regular Salaries-Sewer	64,269.00	4,295.72	0.00	59,973.28	93.32	6.68
Overtime-Sewer	4,000.00	411.84	0.00	3,588.16	89.70	10.30
FICA-Sewer	5,222.00	360.13	0.00	4,861.87	93.10	6.90
Retirement-Sewer	5,077.00	346.95	0.00	4,730.05	93.17	6.83
Life & Health Ins-Sewer	10,560.00	501.04	0.00	10,058.96	95.26	4.74
OPEB Expense - Sewer	1,795.00	0.00	0.00	1,795.00	100.00	0.00
Workers Comp-Sewer	2,861.00	152.19	0.00	2,708.81	94.68	5.32

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Unemployment-Sewer	2,028.00	0.00	0.00	2,028.00	100.00	0.00
Personnel	**95,812.00**	**6,067.87**	**0.00**	**89,744.13**	**93.67**	**6.33**
Operating Expenditures						
Professional Services-Sewer	14,000.00	0.00	0.00	14,000.00	100.00	0.00
Prof Services Engineering-Sewe	15,000.00	0.00	0.00	15,000.00	100.00	0.00
Employee Exams-Sewer	200.00	0.00	0.00	200.00	100.00	0.00
Contractual Services-GRU-Sewer	20,000.00	3,379.60	0.00	16,620.40	83.10	16.90
Contractual Svcs Grinder Insta	20,000.00	0.00	0.00	20,000.00	100.00	0.00
Travel & Training-Sewer	1,200.00	0.00	0.00	1,200.00	100.00	0.00
Communication Services-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Services-Sewer	0.00	24.14	0.00	-24.14	0.00	0.00
Utilities-Sewer	43,000.00	4,968.61	0.00	38,031.39	88.45	11.55
Rental Equipment-Sewer	500.00	0.00	0.00	500.00	100.00	0.00
Phone System Lease-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Prop & Gen Liab Ins-Sewer	8,490.00	1,209.94	0.00	7,280.06	85.75	14.25
Repairs & Maintenance-Sewer	30,000.00	3,183.36	1,840.00	24,976.64	83.26	10.61
Repairs & Maint Vehicles-Sewer	2,000.00	15.98	0.00	1,984.02	99.20	0.80
Rep & Maint Grinder Pumps-Sewe	40,000.00	10,432.12	1,090.68	28,477.20	71.19	26.08
Refund of PriorYr.Rev.-Sew.Ins	0.00	0.00	0.00	0.00	0.00	0.00
Refund of PriorYr.Rev.-Sew.Con	0.00	0.00	0.00	0.00	0.00	0.00
Operating Supplies-Sewer	15,000.00	5,666.67	0.00	9,333.33	62.22	37.78
Uniforms-Sewer	1,250.00	40.00	0.00	1,210.00	96.80	3.20
Fuel & Oil-Sewer	3,500.00	261.91	0.00	3,238.09	92.52	7.48
Op Supply-New Grinder Pumps-Se	0.00	1,140.00	0.00	-1,140.00	0.00	0.00
Bank Charges & Fees - Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Bad Debt	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**214,140.00**	**30,322.33**	**2,930.68**	**180,886.99**	**84.47**	**14.16**
Capital Outlay						
Machinery & Equipment - Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Capital Outlay	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Debt Service						
Debt Service-Interest-Sewer	301,436.00	0.00	0.00	301,436.00	100.00	0.00
Debt Svs-Rural Dev Const-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Debt Svs-2003 Bonds-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Debt Service	**301,436.00**	**0.00**	**0.00**	**301,436.00**	**100.00**	**0.00**
Transfers						
Transfer to General Fund-Sewer	137,586.00	0.00	0.00	137,586.00	100.00	0.00
Transfer To Water Fund-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Transfer to Sewer Const-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Transfers	**137,586.00**	**0.00**	**0.00**	**137,586.00**	**100.00**	**0.00**
Contingency						
Contingency	0.00	0.00	0.00	0.00	0.00	0.00
CONTINGENCY-SEWER	24,835.00	0.00	0.00	24,835.00	100.00	0.00
Reserve for FB Rollfwd-Pirncip	0.00	0.00	0.00	0.00	0.00	0.00
Reserve for FB Rollfwd-Reserve	0.00	0.00	0.00	0.00	0.00	0.00
CONTGY GRINDER PUMP REPLACEMNT	28,536.00	0.00	0.00	28,536.00	100.00	0.00
Contingency	**53,371.00**	**0.00**	**0.00**	**53,371.00**	**100.00**	**0.00**
Depreciation						
Depreciation Expense-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Building Depreciation-Sewer	0.00	0.00	0.00	0.00	0.00	0.00

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Deprec Improvements-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Deprec Eq, Mach & Furn-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Amortization-Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total	931,225.00	53,478.26	0.00	877,746.74	94.26	5.74
Expense Total	802,345.00	36,390.20	2,930.68	763,024.12	95.10	4.54
Grand Total	128,880.00	17,088.06	-2,930.68	114,722.62	89.02	13.26

General Ledger
Solid Waste Fund Monthly Rept

User: jstull
Printed: 12/04/14 11:44:18
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Grants						
Reimbursement from FEMA-SW	0.00	0.00	0.00	0.00	0.00	0.00
Grants	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Utility Revenue						
Collection Fees-Solid Waste	690,800.00	56,623.25	0.00	634,176.75	91.80	8.20
Garbage Adjustments-Solid Wast	0.00	0.00	0.00	0.00	0.00	0.00
Penalties-Solid Waste	9,600.00	1,745.00	0.00	7,855.00	81.82	18.18
Utility Revenue	**700,400.00**	**58,368.25**	**0.00**	**642,031.75**	**91.67**	**8.33**
Misc Revenue						
Miscellaneous Revenu-SW	0.00	137.88	0.00	-137.88	0.00	0.00
Misc Revenue	**0.00**	**137.88**	**0.00**	**-137.88**	**0.00**	**0.00**
Interest Earned						
Interest Earned Bank Accts-SW	0.00	0.00	0.00	0.00	0.00	0.00
Interest Earned on Invest-SW	0.00	0.00	0.00	0.00	0.00	0.00
Interest Earned	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Transfers In						
Transfer From General Fund-SW	0.00	0.00	0.00	0.00	0.00	0.00
Transfers In	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Appropriated Funds						
Appropriation of Prior Funds	0.00	0.00	0.00	0.00	0.00	0.00
Appropriated Funds	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Operating Expenditures						
Professional Fees-Solid Waste	479,269.00	39,266.42	0.00	440,002.58	91.81	8.19
Accounting & Auditing-SW	9,500.00	0.00	0.00	9,500.00	100.00	0.00
Prop & Gen Liab Ins-SW	1,068.00	266.97	0.00	801.03	75.00	25.00
Repairs & Maintenance-SW	100.00	0.00	0.00	100.00	100.00	0.00
Repairs & Maint Vehicles-SW	0.00	0.00	0.00	0.00	0.00	0.00
Office Supplies-Solid Waste	100.00	0.00	0.00	100.00	100.00	0.00
Operating Supplies-Solid Waste	100.00	0.00	0.00	100.00	100.00	0.00
Fuel & Oil-Solid Waste	1,000.00	85.66	0.00	914.34	91.43	8.57
Bad Debt	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**491,137.00**	**39,619.05**	**0.00**	**451,517.95**	**91.93**	**8.07**
Transfers						
Transfer to General Fund-Sw	209,263.00	0.00	0.00	209,263.00	100.00	0.00
Transfer to Sewer	0.00	0.00	0.00	0.00	0.00	0.00
Transfers	**209,263.00**	**0.00**	**0.00**	**209,263.00**	**100.00**	**0.00**
Contingency						

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Contingency	0.00	0.00	0.00	0.00	0.00	0.00
Contingency	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Depreciation						
Depreciation-Solid Waste	0.00	0.00	0.00	0.00	0.00	0.00
Deprec-Eq, Mach & Furn-SW	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total	700,400.00	58,506.13	0.00	641,893.87	91.65	8.35
Expense Total	700,400.00	39,619.05	0.00	660,780.95	94.34	5.66
Grand Total	0.00	18,887.08	0.00	-18,887.08	0.00	0.00

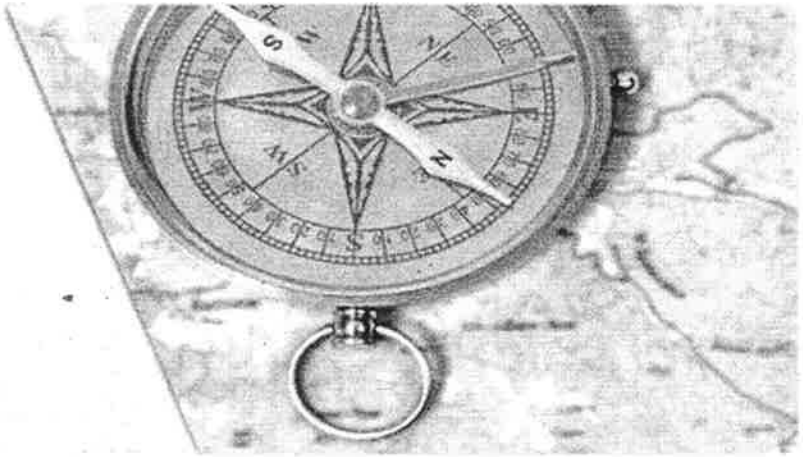
General Ledger
Water Fund Monthly Report

User: jstull
Printed: 12/04/14 11:48:43
Period 01 - 01
Fiscal Year 2015 - 2015

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Utility Revenue						
Water Service Fees	600,000.00	43,944.45	0.00	556,055.55	92.68	7.32
Water Adjustments	0.00	0.00	0.00	0.00	0.00	0.00
Meter Installations-Water	85,000.00	2,888.00	0.00	82,112.00	96.60	3.40
Cutoff Charges-Water	60,000.00	3,525.00	0.00	56,475.00	94.13	5.88
Irrigation Meter Charges	0.00	0.00	0.00	0.00	0.00	0.00
Penalties-Water	21,000.00	1,555.00	0.00	19,445.00	92.60	7.40
Utility Revenue	**766,000.00**	**51,912.45**	**0.00**	**714,087.55**	**93.22**	**6.78**
Interest Earned						
Interest Earned Bank Accounts	5,000.00	400.60	0.00	4,599.40	91.99	8.01
Interest Earned on Investments	0.00	0.00	0.00	0.00	0.00	0.00
Interest Earned	**5,000.00**	**400.60**	**0.00**	**4,599.40**	**91.99**	**8.01**
Misc Revenue						
Miscellaneous Income-Water	0.00	0.00	0.00	0.00	0.00	0.00
Misc Revenue	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Transfers In						
Transfer from General Fund	0.00	0.00	0.00	0.00	0.00	0.00
Transfer from Sewer Fund	0.00	0.00	0.00	0.00	0.00	0.00
Transfers In	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Appropriated Funds						
Approp of Prior Year Funds	28,000.00	0.00	0.00	28,000.00	100.00	0.00
Appropriated Funds	**28,000.00**	**0.00**	**0.00**	**28,000.00**	**100.00**	**0.00**
Personnel						
Regular Salaries-Water	94,000.00	5,598.81	0.00	88,401.19	94.04	5.96
Overtime-Water	5,000.00	59.62	0.00	4,940.38	98.81	1.19
FICA-Water	7,574.00	414.02	0.00	7,159.98	94.53	5.47
Retirement-Water	7,257.00	417.02	0.00	6,839.98	94.25	5.75
Life and Health Ins-Water	15,840.00	1,017.02	0.00	14,822.98	93.58	6.42
OPEB Expense - Water	5,849.00	0.00	0.00	5,849.00	100.00	0.00
Workers Comp-Water	4,149.00	270.65	0.00	3,878.35	93.48	6.52
Unemployment-Water	2,040.00	0.00	0.00	2,040.00	100.00	0.00
Personnel	**141,709.00**	**7,777.14**	**0.00**	**133,931.86**	**94.51**	**5.49**
Operating Expenditures						
Professional Services-Water	0.00	0.00	0.00	0.00	0.00	0.00
Prof Services Engineering-Wate	5,000.00	0.00	0.00	5,000.00	100.00	0.00
Prof. Services - Water Study	35,000.00	0.00	0.00	35,000.00	100.00	0.00
Employee Exams-Water	100.00	0.00	0.00	100.00	100.00	0.00
Accounting & Auditing-Water	5,440.00	0.00	0.00	5,440.00	100.00	0.00
Contractual Services-Water	5,000.00	0.00	0.00	5,000.00	100.00	0.00
Training & Travel	2,000.00	0.00	0.00	2,000.00	100.00	0.00

Description	2015 Budget	2015 YTD Actual	2015 Encumbered	2015 Available	2015 % Available	2015 % Spent
Communications Services-Water	0.00	0.00	0.00	0.00	0.00	0.00
Wireless Services-Water	0.00	12.07	0.00	-12.07	0.00	0.00
Utilities-Water	20,000.00	1,942.57	0.00	18,057.43	90.29	9.71
Rental Equipment-Water	500.00	0.00	0.00	500.00	100.00	0.00
Phone System Lease-Water	0.00	0.00	0.00	0.00	0.00	0.00
Prop & Gen Liab Ins-Water	8,900.00	1,498.50	0.00	7,401.50	83.16	16.84
Repairs & Maintenance-Water	40,000.00	7,226.64	0.00	32,773.36	81.93	18.07
Repairs & Maint Vehicles-Water	1,500.00	61.96	0.00	1,438.04	95.87	4.13
Repair & Maintenance Equipment	3,200.00	0.00	0.00	3,200.00	100.00	0.00
Repairs & Maint Bldg-Water	10,000.00	0.00	0.00	10,000.00	100.00	0.00
Operating Supplies-Water	20,000.00	1,531.43	0.00	18,468.57	92.34	7.66
Uniforms-Water	1,300.00	0.00	0.00	1,300.00	100.00	0.00
Fuel & Oil-Water	7,000.00	417.66	0.00	6,582.34	94.03	5.97
Op Supplies-New Meter Inst-Wat	8,000.00	1,140.00	1,206.00	5,654.00	70.68	14.25
Operating Supplies Meter Repla	4,000.00	0.00	0.00	4,000.00	100.00	0.00
Dues, Subs & Memberships-Water	1,000.00	0.00	0.00	1,000.00	100.00	0.00
Bad Debt-Water	0.00	0.00	0.00	0.00	0.00	0.00
Operating Expenditures	**177,940.00**	**13,830.83**	**1,206.00**	**162,903.17**	**91.55**	**7.77**
Capital Outlay						
Building Improvements-Water	0.00	0.00	0.00	0.00	0.00	0.00
Machinery, Equipment & Furn-Wa	40,000.00	0.00	0.00	40,000.00	100.00	0.00
Capital Outlay	**40,000.00**	**0.00**	**0.00**	**40,000.00**	**100.00**	**0.00**
Debt Service						
Debt Service-1976 Bonds-Water	28,000.00	0.00	0.00	28,000.00	100.00	0.00
Debt Service	**28,000.00**	**0.00**	**0.00**	**28,000.00**	**100.00**	**0.00**
Transfers						
Transfer to General Fund-Water	301,356.00	0.00	0.00	301,356.00	100.00	0.00
Tranfers To Sewer Fund-Water	58,595.00	0.00	0.00	58,595.00	100.00	0.00
Transfers	**359,951.00**	**0.00**	**0.00**	**359,951.00**	**100.00**	**0.00**
Contingency						
Contingency	50,000.00	0.00	0.00	50,000.00	100.00	0.00
Reserve for FB Rollfwd-Princip	0.00	0.00	0.00	0.00	0.00	0.00
Contingency	**50,000.00**	**0.00**	**0.00**	**50,000.00**	**100.00**	**0.00**
Depreciation						
Depreciation Expense-Water	0.00	0.00	0.00	0.00	0.00	0.00
Building Depreciation-Water	0.00	0.00	0.00	0.00	0.00	0.00
Improvements Depreciation-Wate	0.00	0.00	0.00	0.00	0.00	0.00
Equip, Mach & Furn Depr-Water	0.00	0.00	0.00	0.00	0.00	0.00
Depreciation	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**	**0.00**
Revenue Total	799,000.00	52,313.05	0.00	746,686.95	93.45	6.55
Expense Total	797,600.00	21,607.97	1,206.00	774,786.03	97.14	2.71
Grand Total	1,400.00	30,705.08	-1,206.00	-28,099.08	-2,007.08	2,193.22

anywhere, anytime



Point&Pay

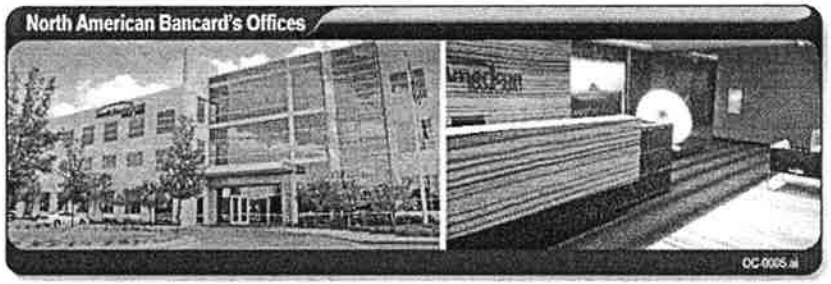
City of High Springs, FL

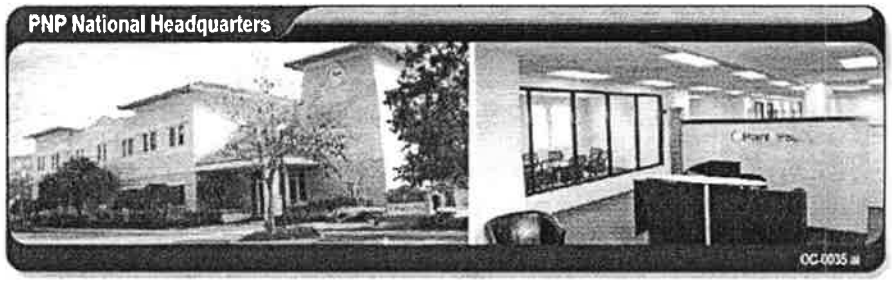
November 2014

About Point&Pay

solutions

- Nationwide payment processing solution since 1999, with over 1,200 counties, cities, utilities and other agencies in 45 states.
- Secure and compliant
  - PCI DSS Level 1
  - SSAE 16 Type II
- Owned by North American Bancard, a leading provider for merchant services, processing over 16 billion dollars annually
- Over 500 full-time employees who have gone through Four Seasons Customer Support Training
- Inc. 5000, 2013 honoree as one of the fastest growing companies nationwide





Experience

insight

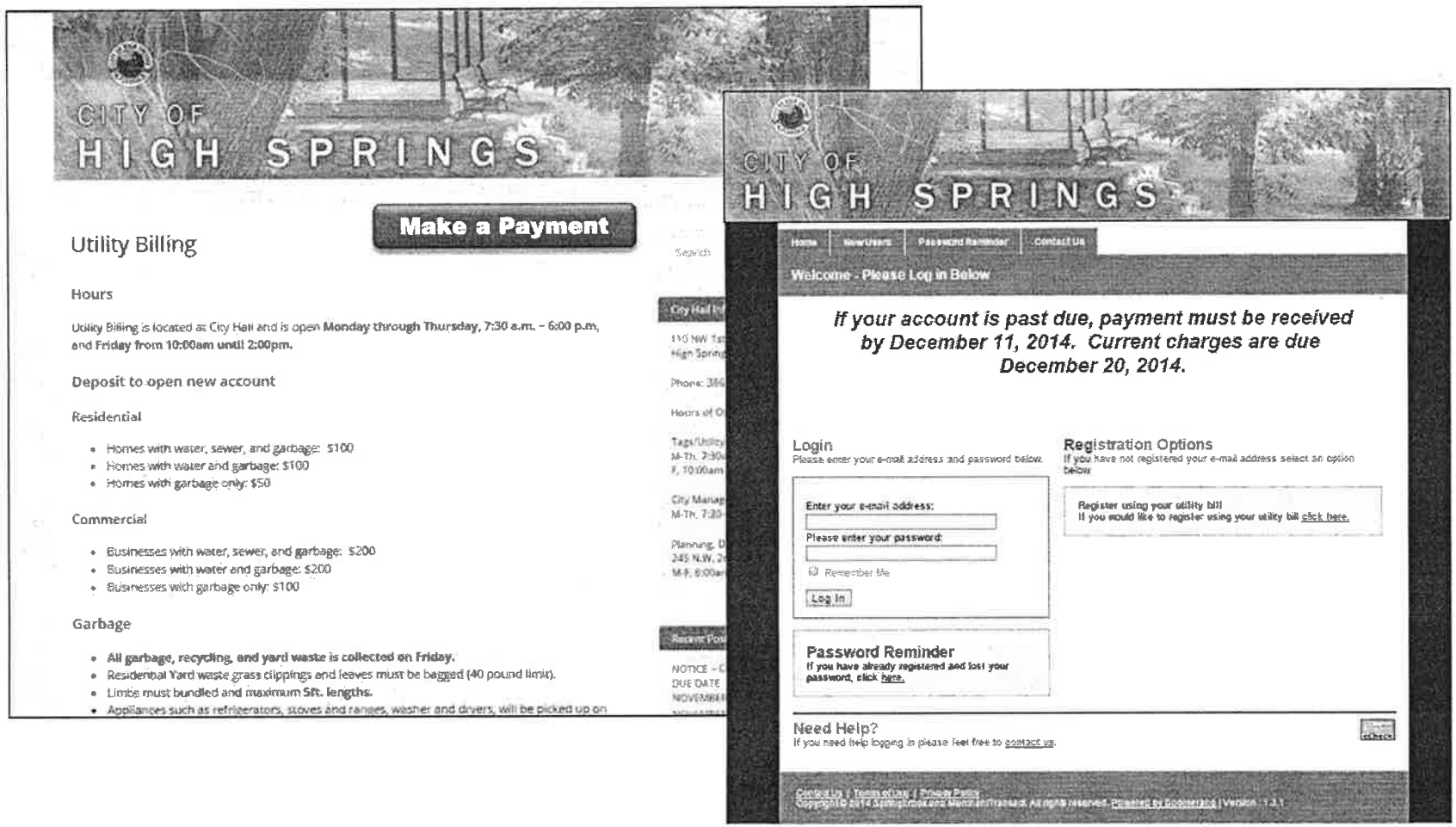
Core Competencies

insight

- Card Processing
- ACH/Check Processing
- Web Payments
- Bill Presentment
- Recurring Payments
- eWallet
- eBilling/Portfolio Manager
- Virtual Terminal
- Real-Time Reporting
- Consolidated Settlement
- CSR Workbench
- Mobile Payments
- Kiosk Payments
- Flexible Integrations

Town's Payment Page

solutions



PNP Web Payments

anywhere, anytime

Custom look/feel

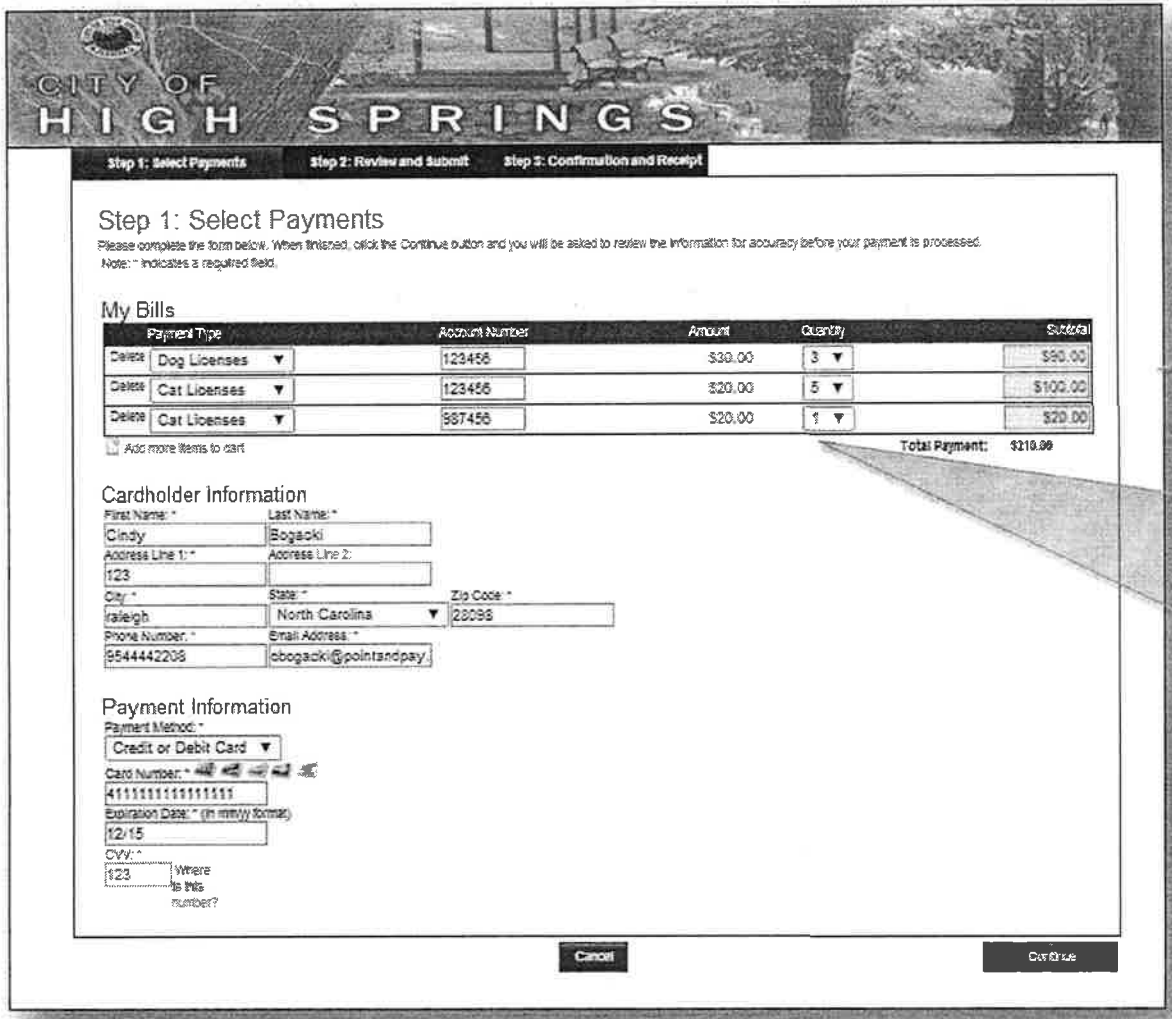
Multi-item Shopping Cart Style Checkout

Simple 2-Step Process

Fields/Requirements Customized for each payment type

Itemized Payments

anywhere, anytime



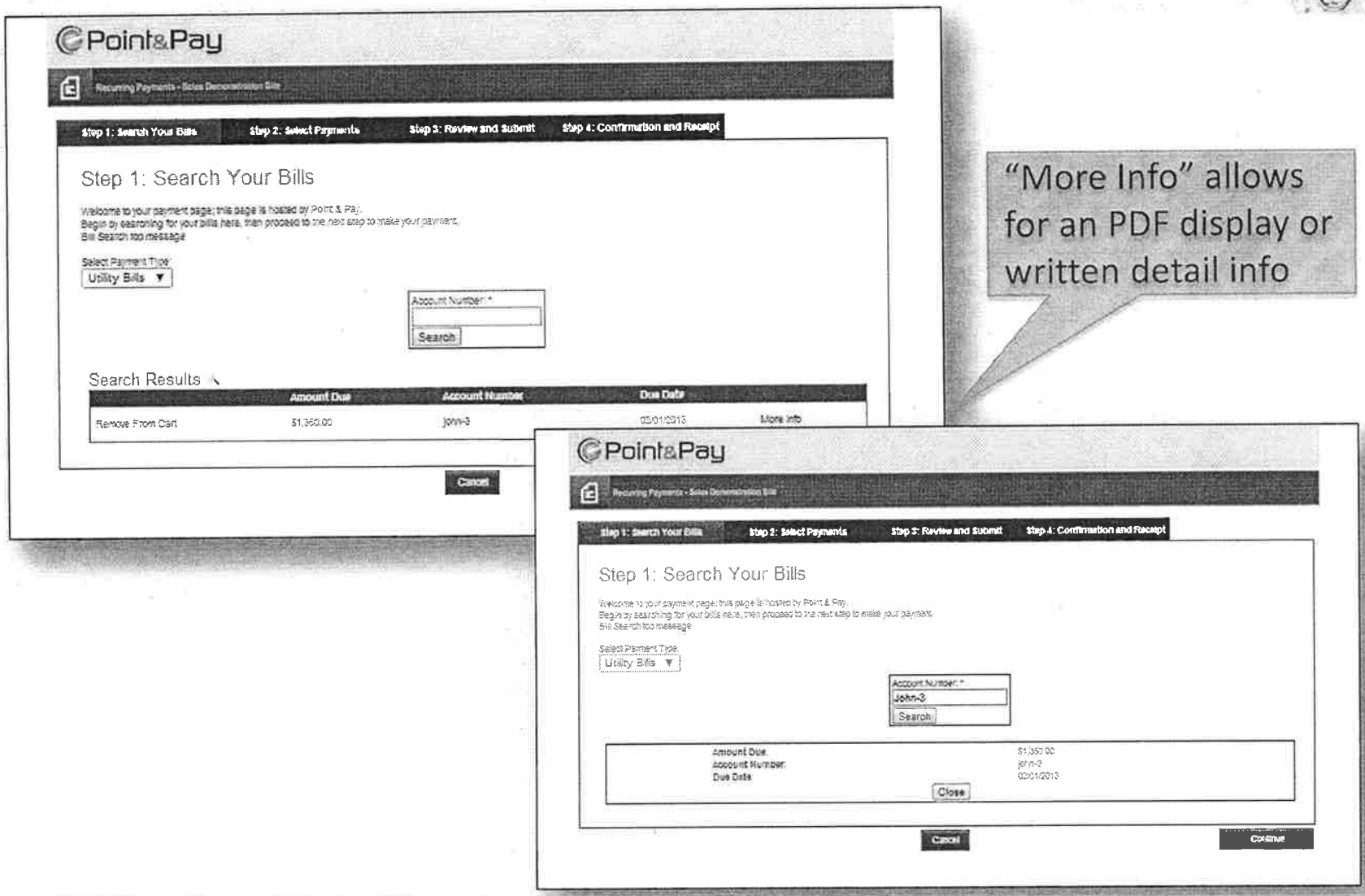
Multi-item Shopping Cart Style Checkout

Auto-ticker function for predetermined payment types. Examples:

- Hunting Licenses
- Fishing Licenses
- Boating Permits
- Dog Licenses
- Cat Licenses

Search to Pay

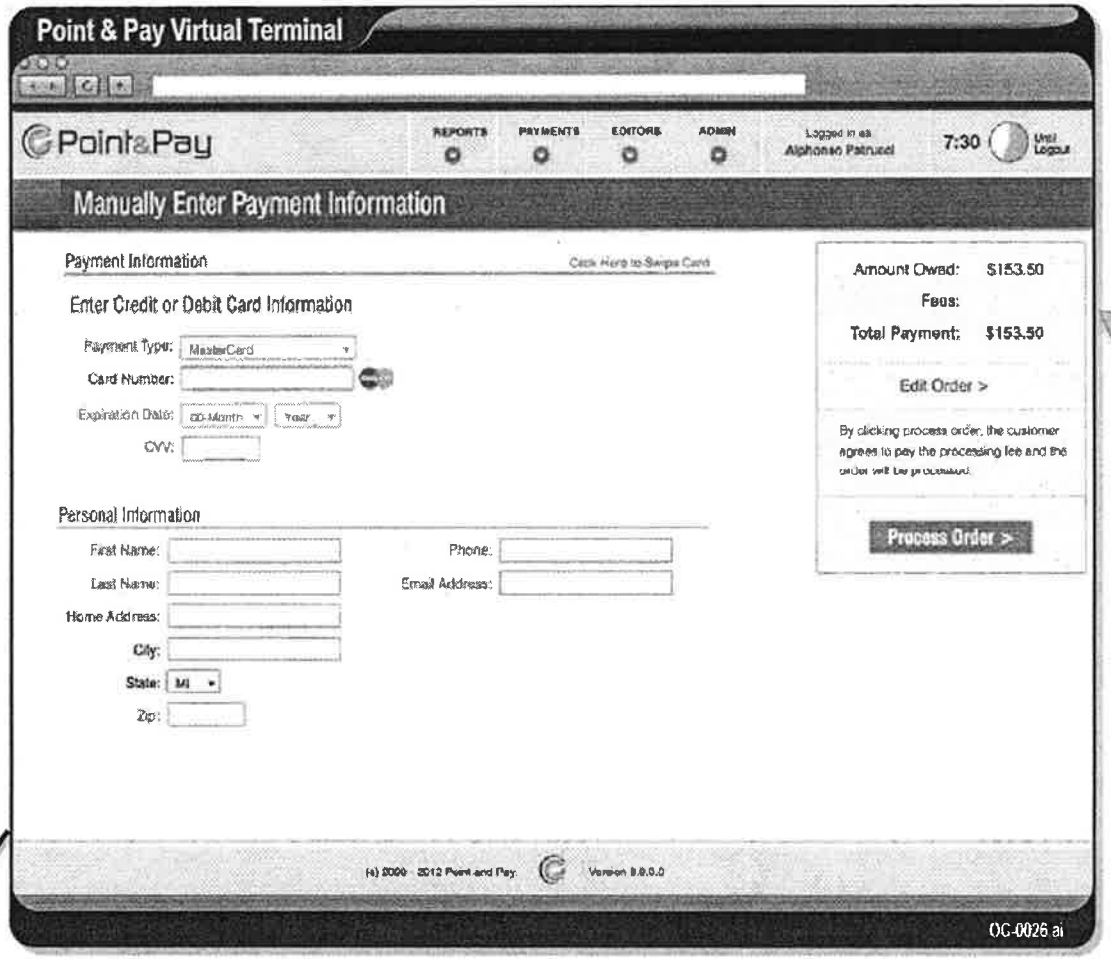
anywhere, anytime



"More Info" allows for an PDF display or written detail info

Virtual Terminal

anywhere, anytime



Gives staff an easy tool for completing transactions, reporting, and customer service functions

Real-Time Reporting

anywhere, anytime

Point&Pay

Home | Reports | Payments | Editors | Admin | DMV | Advanced | Pmt Queue | Logout

Minutes until logout: 15

Payment Report

Start Date: Apr 1 2014 | Start Time: 12 00 AM | End Date: Apr 15 2014 | End Time: 11 59 PM

Office: No Filter | User: No Filter | Product: No Filter | Channel: No Filter | Group By: Channel | Payment Type: No Filter | Payment Method: No Filter

Update Report | Download to Excel | Print Report

Text Size: Small Medium Large

5 records found matching your search criteria.

Channel: Counter

Pay Id	Method	Type	Status	Date	Account	Product	Name	Pmt Amt
13375688	Credit or Debit Card - Visa	Purchase	Approved - Comp	04/03/2014 10:35 AM		Property Taxes	Mike Smith	$1.01
13453978	Electronic Check - ECH Check	Purchase	Void	04/11/2014 01:22 AM	test123	Utility Payment	Ryan Pieczak	$9.99

Channel Summary	Count	Receipt	Payment	Total: Customer Paid Fee	Partner Paid Fee	Transfer
Credit Card Payments	1	$3.01	$1.01	$2.00	$0.00	$1.01
eCheck Payments	0	$0.00	$0.00	$0.00	$0.00	$0.00
Refunds	0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	1	$3.01	$1.01	$2.00	$0.00	$1.01

Report Totals

Summary	Count	Receipt	Payment	Total: Customer Paid Fee	Partner Paid Fee	Transfer
Credit Card Payments	1	$3.01	$1.01	$2.00	$0.00	$1.01
eCheck Payments	0	$0.00	$0.00	$0.00	$0.00	$0.00
Refunds	0	$0.00	$0.00	$0.00	$0.00	$0.00
Total	1	$3.01	$1.01	$2.00	$0.00	$1.01

Deposit Summary

Expected Deposit on 04/08/2014

Agency Account #	Originator	Payment Method	Deposit Amount
Point and Pay House Account (FL) XXX[illegible]4573	PNP	All	$1.01
		PNP Total:	$1.01
		Total:	$1.01

Grand Total PNP: $1.01
Grand Total: $1.01

Broad filters for slicing and dicing data

Individual transaction data and summary sections

Unique deposit reporting tool for easy reconciliation

Refunds and **Voids** appear on your report in Red.

Deposit Date and **Deposit Amount** is displayed.

Exclusions Manager

anywhere, anytime

Point&Pay

Home | Reports | Payments | Editors | Admin | Advanced | Logout

Minutes until logout: 14

Partner
Sales Demo (FL)
Office
Main
User
Cindy Bogaski

Your password will expire in 6 days.
Click here to change it

Your Messages
No recent messages

Exclusions Manager:

Enter below payment exclusions one by one OR upload a file to add multiple items at the time. File must be in a CSV format.
Note: Additions or Deletions of exclusions takes effect in real time.

Product:* Select

Stop Payments for this:* Select

Channel:* All Web Counter IVR API Mobile

Comments:

Add

Exclusions File: Upload Note: Uploading a new exclusions file will overwrite all existing records associated with that file

Select All | Unselect All | Delete

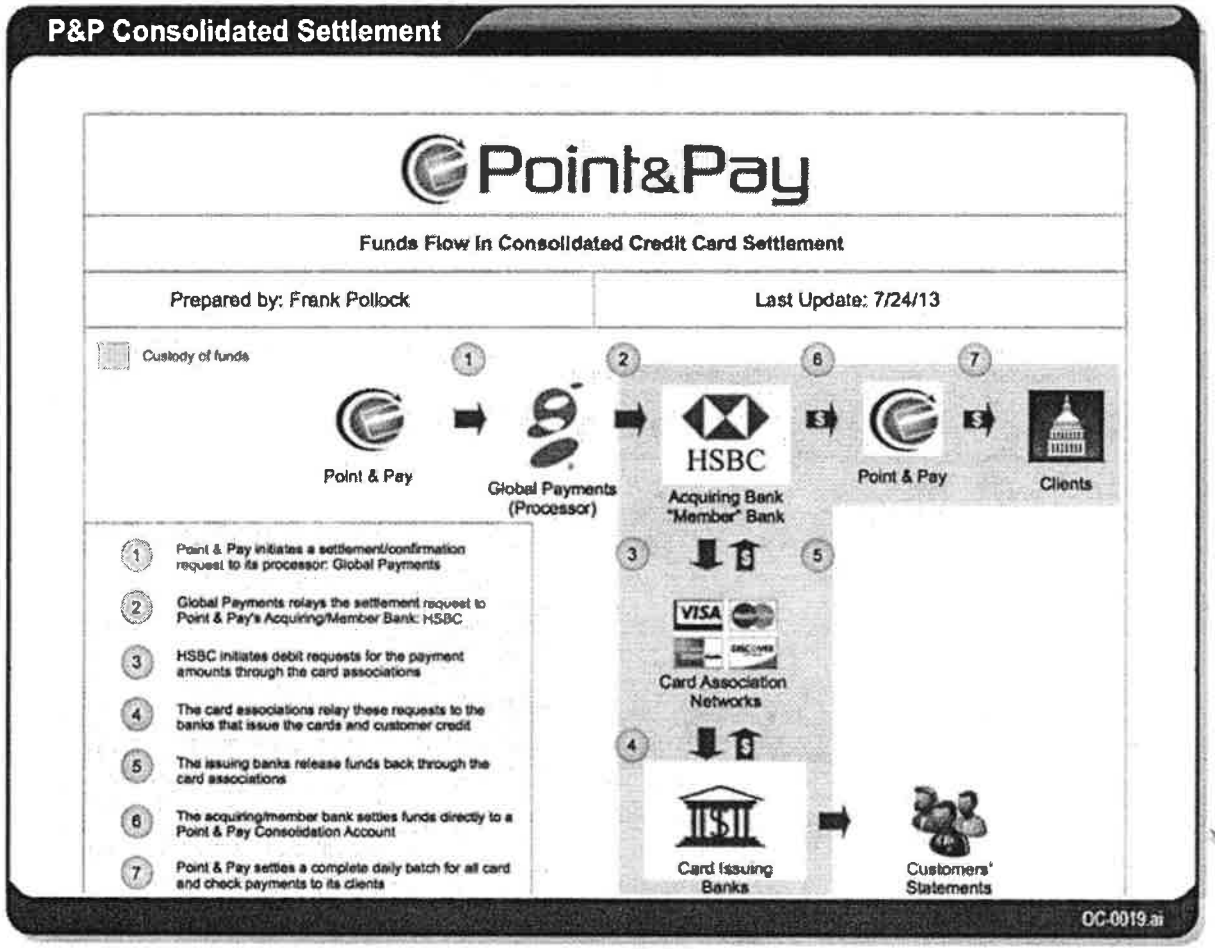
Product	Exclusion Type	Channel	Number or Identifier	Comments	File Name	Update Date	User
Utilities	2. All Checks	IVR Web Counter Mobile API	265962659	Must come in the offi....more		07/10/14 12:37 PM	MRMaster
Property Taxes	2. All Checks	IVR Web Counter Mobile API	1265656262	You bad boy. Come and....more		07/11/14 12:57 PM	MRMaster
Property Taxes	2. All Checks	IVR Web Counter Mobile API	26562652656	YOu bad person. Must ....more		07/02/14 16:56 PM	MRMaster
Utilities	1. All Payment Types	IVR Web Counter Mobile API	26562656	YOu must come into th....more		06/18/14 16:46 PM	MRMaster

Allows payment restriction of accounts notorious for writing bad checks (NSF), fraud or chargebacks.

Notes regarding why restrictions are in place can easily be documented.

Consolidated Settlement

anywhere, anytime



P&P consolidates settlements from card and check processors

One day of transactions always settled as one deposit

Makes for very easy reconciliation

Client Workbench

anywhere, anytime

P&P Client Workbench

Payment Search

Search By: Payment ID | Payment ID: 6029280 | Search

Payment ID	Created	Customer Name	Status	Amount
6029280	05/10/13 11:35 AM	martha, greer	Approved - Comp*	$1.00

Hide Details
Save Changes
Email Customer
View Receipt
Make Comment
New Payment
Approve Payment
Void Payment
Refund Payment
Chargeback
View Bank Info
Show Account

Payment Summary

Payment ID: 6029280
Subtotal: $1.00
Fee: $2.00
Total: $3.00
Type: Credit or Debit Card
Processed: Credit or Debit Card
Account: 411111****1111

Payment Details

Type: Purchase
Created: 05/10/13 11:35 AM
Status: Approved - Comp*
Channel: Counter
Partner: Orange County Tax Collector (FL)
Office: 1 - Downtown - Tax
User: Martha Greer
Related:

Customer Details

Name: martha greer
Address: 1
City/ST/Zip: 1 FL 11111 US
Email:
Phone: 1111111111
Mobile:
Birthdate:
Comments:

Additional Details

Lineitem Details

PID	Product	Account	Amount	Fee	Additional Details
6029280	Delinquent Property Tax	1	$1.00	$0.00	
6029281	PnP Fee	1	$0.00	$2.00	

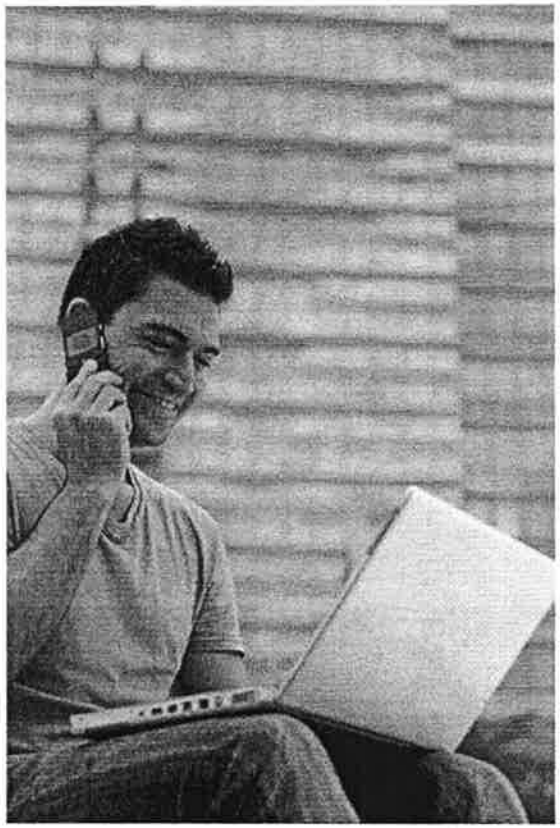
OC-0019 ai

Automates all common customer service functions

Supports:
- Transaction tracking
- Email/reissue receipt
- Void/Refund
- User Management
- Permission
- Recurring/E-Bill Management
- Etc.

Over the Phone: IVR Payments

solutions



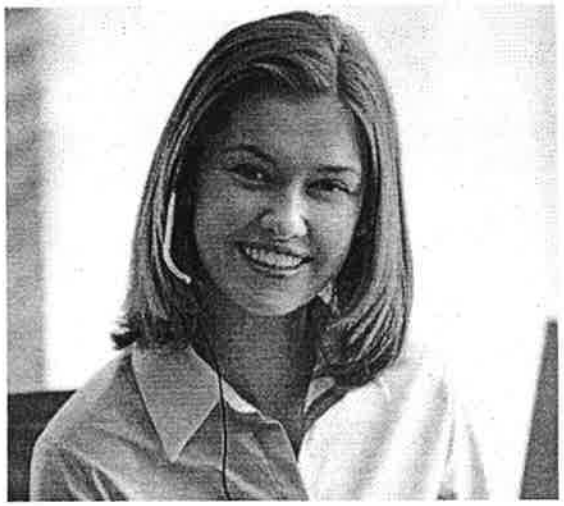
- Unique 800 telephone number for constituents to make payments
- Fully-featured IVR system accepting all credit and debit cards
- Option to connect to hosted data
- Presentation of convenience fee prior to payment
- Unique confirmation number generated for all payments
- Option to speak to live operator
- Multi-lingual support; English, Spanish, Chinese, Arabic

Tablet/Mobile Solution

solutions

- "Skip-the-Line" Function for peak payment days
- Ability to look-up and collect payments in remote locations

Personalized Support



- Dedicated Account Manager and Project Manager
- Unlimited online training for agency personnel
- Direct support for customers 24/7
- Client support 7:00AM-10:00PM Est.
- Personal assistance to resolve customer charge-backs, refunds, deposits
- Multi-lingual support; English, Spanish, Chinese, Arabic

You have unique needs… Point & Pay has intuitive payment solutions.

Contact Information

solutions

Thank you for considering Point & Pay services.

Please feel free to visit our website

www.pointandpay.com

Cindy Bogacki

Sales Executive

954.444.2208 Cell

888.891.6064 x 1509 Direct Line

cbogacki@pointandpay.com Email

Point&Pay **Client Application** **Partner Code:** (Internal Use Only)

Partner Hierarchy: ☐ This is a Super Partner ☐ This is a Sub-Partner. SP Name and Code are:

Account Representative:	Cindy Bogacki	Submission Date:	Click here to enter a date.
Card Readers:	Quantity:	Target Live Date:	1/1/2015
	Price per Reader:$	Contract terms:	5 years

Client Profile

Client Legal Name as filed with the IRS:

Federal Tax ID:

DBA:

Address:

City: State:

Zip: Phone # to display in Customer Receipts:

Website Address:

Contacts

Primary Contact Name:	Primary Phone #:	Primary Email:
Technical Contact:	Technical Phone #:	Technical Email:
Accounting Contact:	Accounting Phone #:	Accounting Email:
Customer Service Contact:	Customer Service Phone:	Customer Service Email:

Notes

Signatures

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement

Signature

Title

Click here to enter a date.

Name (Print)

Date

Point&Pay

New Product Worksheet

Client Name
City of High Springs, FL

Client Code (if available):

Name of Product/Payment Type: **Utilities**

Total Collections for Payment Type: $1300000.00

Average Payment Amount: $100

Highest Payment Amount: $10000

Classification:

- ☐ Tax (MCC 9311)
- ☒ Utility (MCC 4900)
- ☐ Gov. Services (MCC 9399)
- ☐ Ambulance (MCC 4119)
- ☐ Insurance (MCC 6300)
- ☐ Membership Club (7997)
- ☐ Colleges (MCC 8220)
- ☐ Other – Please Describe:

Payment Types:

- ☒ Visa
- ☒ MasterCard
- ☒ Discover
- ☒ AMEX
- ☒ Electronic Check
- ☐ Debit Tax Program

Channels:

- ☒ Web (E-Commerce)
- ☐ IVR (Direct Marketing)
- ☒ Counter PNP (Retail)
- ☐ Counter Other (3rd Party)
- ☐ Other – Please Describe:

Technical Integration and Data Transfer:

- ☐ Parameter Passing
- ☐ API
- ☒ Duplicate Payment Prevention
- ☐ File Exchange/Lookup BDIT
- ☐ Real Time Lookup (RTL)
- ☐ Post Back
- ☐ Revenue File (RFG) (Email or FTP)
- ☐ Daily Transaction File

Unique Consumer Identifier (If multiple, use attachment):

Software Vendor / Contact Info: Springbrook

Transaction Fees:

☐ Fees Absorbed by Client

- ☐ Credit Card – Flat Fee $
- ☒ Credit Card - Percentage Fee 3%
- ☒ Credit Card - Minimum Fee $2.50
- ☒ Credit Card - Chargeback Fee $5.00

☒ Fee Paid by Customer

- ☒ E-check – Flat Fee $2.50
- ☒ Echeck – Returned Item Fee $5.00
- ☐ Visa Tax Program –Debit $
- ☐ MasterCard TaxProgram–Debit $

☐ Other (See Notes)

- ☐ Credit Card - Tiered Fees:
- Describe:
- 0-50 = $
- 50.01-100= $
- Each Additional $100.00 = $
- Each Additional $50.00 = $

Setup Fees:

☐ Setup Fee: ☐ Integration Fee: ☐ IVR Fee: ☐ Other Fee:

Notes:
Please see proposal

Client Initial:

Point&Pay

New Product Worksheet

Client Name
City of High Springs, FL

Client Code (if available):

Name of Product/Payment Type: **Occupational License**

Total Collections for Payment Type: $20000.00

Average Payment Amount: $32.50

Highest Payment Amount: $32.50

Classification:

- ☐ Tax (MCC 9311)
- ☐ Utility (MCC 4900)
- ☒ Gov. Services (MCC 9399)
- ☐ Ambulance (MCC 4119)
- ☐ Insurance (MCC 6300)
- ☐ Membership Club (7997)
- ☐ Colleges (MCC 8220)
- ☐ Other – Please Describe:

Payment Types:

- ☒ Visa
- ☒ MasterCard
- ☒ Discover
- ☒ AMEX
- ☒ Electronic Check
- ☐ Debit Tax Program

Channels:

- ☒ Web (E-Commerce)
- ☐ IVR (Direct Marketing)
- ☒ Counter PNP (Retail)
- ☐ Counter Other (3rd Party)
- ☐ Other – Please Describe:

Technical Integration and Data Transfer:

- ☐ Parameter Passing
- ☐ API
- ☒ Duplicate Payment Prevention
- ☐ File Exchange/Lookup BDIT
- ☐ Real Time Lookup (RTL)
- ☐ Post Back
- ☐ Revenue File (RFG) (Email or FTP)
- ☐ Daily Transaction File

Unique Consumer Identifier (If multiple, use attachment):

Software Vendor / Contact Info: **Springbrook**

Transaction Fees:

☐ Fees Absorbed by Client

☐ Credit Card – Flat Fee $

☒ Credit Card - Percentage Fee 3%

☒ Credit Card - Minimum Fee $2.50

☒ Credit Card - Chargeback Fee $5.00

☒ Fee Paid by Customer

☒ E-check – Flat Fee $2.50

☒ Echeck – Returned Item Fee $5.00

☐ Visa Tax Program –Debit $

☐ MasterCard TaxProgram–Debit $

☐ Other (See Notes)

☐ Credit Card - Tiered Fees:
Describe:
0-50 = $
50.01-100= $
Each Additional $100.00 = $
Each Additional $50.00 = $

Setup Fees:

☐ Setup Fee: ☐ Integration Fee: ☐ IVR Fee: ☐ Other Fee:

Notes:
Please see proposal

Client Initial:

Point&Pay

New Product Worksheet

Client Name
City of High Springs, FL

Client Code (if available):

Name of Product/Payment Type: **Recreational Fees**

Total Collections for Payment Type: $10000.00

Average Payment Amount: $65

Highest Payment Amount: $75

Classification:

- ☐ Tax (MCC 9311)
- ☐ Utility (MCC 4900)
- ☒ Gov. Services (MCC 9399)
- ☐ Ambulance (MCC 4119)
- ☐ Insurance (MCC 6300)
- ☐ Membership Club (7997)
- ☐ Colleges (MCC 8220)
- ☐ Other – Please Describe:

Payment Types:

- ☒ Visa
- ☒ MasterCard
- ☒ Discover
- ☒ AMEX
- ☒ Electronic Check
- ☐ Debit Tax Program

Channels:

- ☒ Web (E-Commerce)
- ☐ IVR (Direct Marketing)
- ☒ Counter PNP (Retail)
- ☐ Counter Other (3rd Party)
- ☐ Other – Please Describe:

Technical Integration and Data Transfer:

- ☐ Parameter Passing
- ☐ API
- ☒ Duplicate Payment Prevention
- ☐ File Exchange/Lookup BDIT
- ☐ Real Time Lookup (RTL)
- ☐ Post Back
- ☐ Revenue File (RFG) (Email or FTP)
- ☐ Daily Transaction File

Unique Consumer Identifier (If multiple, use attachment):

Software Vendor / Contact Info: **Springbrook**

Transaction Fees:

☐ Fees Absorbed by Client

- ☐ Credit Card – Flat Fee $
- ☒ Credit Card - Percentage Fee 3%
- ☒ Credit Card - Minimum Fee $2.50
- ☒ Credit Card - Chargeback Fee $5.00

☒ Fee Paid by Customer

- ☒ E-check – Flat Fee $2.50
- ☒ Echeck – Returned Item Fee $5.00
- ☐ Visa Tax Program –Debit $
- ☐ MasterCard TaxProgram–Debit $

☐ Other (See Notes)

- ☐ Credit Card - Tiered Fees:

Describe:
0-50 = $
50.01-100= $
Each Additional $100.00 = $
Each Additional $50.00 = $

Setup Fees:

☐ Setup Fee: ☐ Integration Fee: ☐ IVR Fee: ☐ Other Fee:

Notes:
Please see proposal

Client Initial:

Point&Pay

City of High Springs, FL
Point & Pay Proposal
11/26/2014

Cindy Bogacki
Email: cbogacki@pointandpay.com
Direct Line: 704.750.5560

Description of Services:

Web: single online payment for multiple line items

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- E-checks accepted
- Customizable web pages
- Customizable messaging on receipts
- Emailed receipt at time of transaction
- Online registration for recurring payments with payment history option available (TBD pricing)

Tablets

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Real-time bill look-up prior to manual shut-offs
- Ability to take payments in remote locations
- Emailed receipt at time of transactions

OTC: Over-the-Counter transactions

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Customizable messaging on receipts
- Flexibility to print to many different in-house printers

IVR: Interactive Voice Response (automated phone system)

- Visa, MasterCard, Discover, American Express (Debit/Credit)- accepted
- Unique 800 telephone number for customers to make payments
- Unique confirmation number generated for all payments
- Option to speak to a live operator in English/Spanish/Chinese/Arabic

Reports and Deposits

- 24/7 Access to Real-Time Reporting
- 48 lump sum deposit
- Option to deposit to multiple bank accounts
- Consolidated payment channels onto one system (IVR, Web, Mobile, Kiosk)

Integration & Additional Offerings

- Unlimited staff training
- 24/7 customer service
- 7am-10pm EST client service
- Hierarchy Control
- Ability to void/refund payments with the click of a button
- Ability to take payments in remote locations through our mobile solutions
- Recurring e-billing and payment solutions
- Ability to provide a real-time interface with multiple software vendors

POINT & PAY, LLC
E-PAYMENT SERVICES AGREEMENT

Parties:

Point & Pay, LLC (**"PNP"**)
A subsidiary of NAB, doing business in Delaware

City of High Springs, FL (**"Client"**)

Terms

SECTION 1 E-PAYMENT SERVICES

1.1 Access to Payment Modules

1.1.1 Pursuant to this E-Payment Services Agreement (this "**Agreement**"), PNP grants Client a limited, non-exclusive, non-transferable and terminable license for the duration of the Term to use the electronic payment services (the "**Services**") and payment modules (each, a "**Module**") chosen in the attached product application ("**Product Application**") to enable Client's customers ("**Customers**") to make payments to Client using a Payment Device. "**Payment Device**" means the payment type(s) chosen by Client on the Product Application. A description of all Modules, Services, training and support offered by PNP is attached as Exhibit A (the "**Services Description**").

1.1.2 At the time of Client's execution of this Agreement, Client shall also return the completed Client Application to PNP. Subject to the terms and conditions of this Agreement, the Services may be also be used by the affiliated offices, bureaus, agencies or departments of Client ("**Affiliates**"). Each Affiliate shall complete a Client Application prior to commencement of the Services.

1.2 Client Representatives

PNP will provide Client's authorized representatives with a logon and password to access the Counter Module. Client shall be solely responsible for maintaining the confidentiality and security of the logons and passwords provided by PNP. Client will cause each of its representatives to change the initial password, keep the passwords confidential, refrain from sharing passwords and/or logon information with any unauthorized user, and use no other password to access the Counter Module. PNP shall be entitled to rely on any communications it receives under Client's passwords, logon information, and/or account number as having been sent by Client, without conducting any further checks as to the identity of the user of such information. PNP will not be responsible for the operability or functionality of any of Client's computer equipment, system, browser or Internet connectivity.

1.3 Payment Device Transactions

All Payment Device transactions using the Services will be processed through a secured link. The parties to each Payment Device transaction will be the Customer cardholder, the Client and PNP.

1.4 Service Promotion

Client will use reasonable efforts to promote the Services and build awareness of the Services with its customers through various media including, but not limited to:

- Print: Bill inserts, counter displays, and announcements in Client's newsletter
- Online: Home page announcements with an easily accessible, one-click link to payments page.
- Phone/IVR: Pre-recorded message with the ability to transfer to payments IVR (e.g., "Press 2 to make a payment") or provide the IVR phone number to call.
- Joint Press Releases: The parties shall mutually agree upon press releases announcing the availability of electronic payment services and the partnering of Client and PNP.

1.5 Trademark License

PNP grants Client a limited, non-exclusive, non-transferable license to use the PNP trademarks, service marks and logos provided by PNP to Client (the "**Trademarks**") solely in connection with Client's promotion of the Services to Customers. Client shall not alter the Trademarks nor use the Trademarks in any way which is disparaging, dilutive or otherwise adversely affects the reputation of PNP.

1.6 Client Logo License

Client grants PNP a limited, non-exclusive, non-transferable license to use its applicable logos, copyrighted works and trademarks ("**Client Marks**") solely in connection with the Services provided to Client. Client shall provide the Client Marks to PNP for use with the Services. Client represents that it has all intellectual property rights required for Client's and PNP's use of Client Marks, and shall indemnify PNP against any third party claims that the Client Marks infringe the intellectual property rights of a third party.

3.4 Confidential Information

3.4.1 Any Confidential Information provided by PNP to Client pursuant to this Agreement will remain the exclusive property of PNP. Client will disclose such Confidential Information only to those of its representatives and employees who need to know such Confidential Information for purposes of performing this Agreement, who are informed of the confidential nature of the Confidential Information and who agree, for the benefit of PNP, to be bound by the terms of confidentiality in this Agreement. Client will, and will cause each of its representatives and employees, to keep confidential and not to disclose in any manner whatsoever any Confidential Information provided by PNP pursuant to this Agreement, and not to use such Confidential Information, in whole or in part, directly or indirectly, for any purpose at any time other than for the purposes contemplated by this Agreement. Notwithstanding the foregoing, if Client is a city, county, township or similar entity, or government agency or department thereof, Client may disclose Confidential Information as necessary to comply with applicable public records laws.

3.4.2 For purposes of this Agreement, "**Confidential Information**" means all nonpublic or proprietary information of PNP, including proprietary, technical, development, marketing, sales, operating, performances, cost, know-how, business and process information, computer programs and programming techniques, security features (including, without limitation, multi-level access and log-in features, audit trail setup, interfaces between the Counter Module and the Internet or IVR Modules), all record bearing media containing or disclosing such information and techniques, and anything marked confidential, that is disclosed by PNP to Client pursuant to this Agreement. Confidential Information also includes the terms and conditions of this Agreement.

3.5 Exclusions

The term Confidential Information will not apply to information that: (a) is or becomes generally available to the public other than as a result of a disclosure by Client in breach of this Agreement; (b) was within Client's possession prior to its disclosure by or on behalf of PNP, provided that the discloser of such information was not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; (c) becomes available to Client on a non-confidential basis from a source other than PNP, provided that such source is not known by Client to be bound by a confidentiality agreement with, or other contractual, legal or fiduciary obligation of confidentiality to, PNP with respect to such information; or (d) is developed independently by Client, as demonstrated by the written records of Client, without use of such information. The confidentiality obligations of Client pursuant to this Agreement will not apply to any Confidential Information of PNP that Client is legally compelled to disclose. In the event Client becomes legally compelled to disclose any Confidential Information provided pursuant to this Agreement, Client will provide PNP with prompt written notice so that PNP may seek a protective order or other appropriate remedy or waive compliance with the confidentiality provisions of this Agreement.

3.6 Failure to Comply

If Client fails to comply with any of its obligations pursuant to this Section 3, PNP will have the right to immediately terminate this Agreement by providing written notice of such termination to Client.

3.7 Survival

The rights and obligations of the parties provided for in this Section 3 will survive any expiration or termination of this Agreement or its term.

SECTION 4 WARRANTIES; DISCLAIMER

4.1 Warranties

4.1.1 Each party represents and warrants that it has the full legal right, authority and power to enter into this Agreement and perform its obligations hereunder.

4.1.2 PNP represents and warrants that the Services will be provided in a professional, workman-like manner consistent with industry standards.

4.2 Disclaimers

4.2.1 PNP does not represent that Client's or its Customers use of the Services will be uninterrupted or error-free, or that the system that makes the Services available will be free of viruses or other harmful components resulting from the Internet or any third party providers or products outside the control of PNP.

4.2.2 EXCEPT FOR THE WARRANTIES EXPRESSLY SET FORTH IN THIS SECTION 4, PNP DISCLAIMS ALL WARRANTIES, EXPRESS OR IMPLIED, STATUTORY OR OTHERWISE, INCLUDING, WITHOUT LIMITATION, WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND NON-INFRINGEMENT. THE SERVICE IS PROVIDED TO CLIENT ON AN "AS IS" AND "AS AVAILABLE" BASIS, AND IS FOR COMMERCIAL USE ONLY.

SECTION 9 PAYMENT DEVICE TRANSACTION DEPOSITS

The exact amount of each approved Payment Device transaction will be electronically deposited into the Client bank account identified on the Client Application. PNP shall initiate such deposits as specified on the attached Client Application. PNP will provide Client's authorized employees with access to PNP's online transaction reports for reconciliation purposes.

SECTION 10 FORCE MAJEURE

PNP will not be responsible for its failure to perform under this Agreement due to causes beyond its reasonable control, including acts of God, wars, riots, revolutions, acts of civil or military authorities, terrorism, fires, floods, sabotage, nuclear incidents, earthquakes, storms, or epidemics. If the provision of Services under this Agreement is delayed by such an event or condition, PNP will promptly notify Client thereof. PNP will use commercially reasonable efforts to overcome any such cause for delay as soon as is reasonably practicable.

SECTION 11 GOVERNING LAW

This Agreement will be interpreted, construed and enforced in all respects in accordance with the laws of the State of Florida without reference to its conflicts of law principles.

SECTION 12 NOTICES

All notices or other communications required or permitted by this Agreement must be in writing and will be deemed to have been duly given when delivered personally to the party for whom such notice was intended, or upon actual receipt if sent by facsimile or delivered by a nationally recognized overnight delivery service, or at the expiration of the third day after the date of deposit if deposited in the United States mail, postage pre-paid, certified or registered, return receipt requested, to the respective parties at:

If to Client: See Merchant Application

If to PNP: Point & Pay, LLC
110 State St. E, Suite D
Oldsmar, FL 34677

MISCELLANEOUS

The headings of sections and subsections of this Agreement are for convenience of reference only and will not be construed to alter the meaning of any provision of this Agreement. PNP is an independent contractor and nothing in this Agreement will be deemed to create any agency, employee-employer relationship, partnership, franchise or joint venture between the parties. Except as otherwise specifically provided in this Agreement, neither party will have, or represent that it has the right, power or authority to bind, contract or commit the other party or to create any obligation on behalf of the other party. Each of the parties will have any and all rights and remedies available to them under all applicable laws. The remedies provided for in this Agreement will be deemed to be non-exclusive and in addition to any other available remedy at law or in equity. All rights and remedies are cumulative and may be exercised singularly or concurrently. Client may not assign or transfer any of its rights or delegate any of its obligations under this Agreement to any third party, by operation of law or otherwise, without the prior written consent of PNP. Any attempted assignment or transfer in violation of the foregoing will be void. This Agreement will be binding upon, and inure to the benefit of, the successors and permitted assigns of the parties. Client shall comply with all applicable laws, rules, treaties, and regulations in its performance of this Agreement. If any provision of this Agreement is held by a court of law to be illegal, invalid or unenforceable, the remaining provisions of this Agreement will not be affected and the illegal, invalid, or unenforceable provision will be deemed modified such that it the intention of the parties to the fullest extent possible. No amendment or modification of this Agreement will be effective unless it is in writing and executed by both of the parties. Nothing contained in this Agreement establishes, creates, or is intended to or will be construed to establish or create, any right in or obligation to any third party. This Agreement, the Exhibit(s) and the Client Application set forth the entire agreement and understanding of the parties with respect to the subject matter hereof and supersedes any and all prior or contemporaneous understandings and agreements, whether written or oral, between the parties with respect to such subject matter.

The parties have duly executed this Agreement as of the date of the last signature below (the "**Effective Date**").

Point & Pay, LLC

By: _____

Name: _____

Title: _____

Date: _____

City of High Springs, FL

By: _____

Name: _____

Title: _____

Date: _____

Exhibit B

Client Application

Client Bank Banking Application

Product Application

Point&Pay **Client Application** **Partner Code:** (Internal Use Only)

Partner Hierarchy: ☐ This is a Super Partner ☐ This is a Sub-Partner. SP Name and Code are:

Account Representative:	Cindy Bogacki	Submission Date:	12/3/2014
Card Readers:	Quantity: **4**	Target Live Date:	1/1/2015
	Price per Reader:$ **50.00**	Contract terms:	3 years

Client Profile

Client Legal Name as filed with the IRS: **City of High Springss**	**Federal Tax ID:** **59-6000336**

DBA:			
Address:	**110 NW 1st Avenue**		
City:	**High Springs**	State:	**Florida**
Zip:	**32643**	Phone # to display in Customer Receipts:	**(386)451416**
Website Address:	highsprings.us		

Contacts

Primary Contact Name:	Primary Phone #:	Primary Email:
Jennifer Stull	(386)454-1416	jstull@highsprings.us
Technical Contact:	Technical Phone #:	Technical Email:
Same	Same	Same
Accounting Contact:	Accounting Phone #:	Accounting Email:
Same	Same	Same
Customer Service Contact:	Customer Service Phone:	Customer Service Email:
Lani Bowden	(386)454-1416	lbowden@highsprings.us

Notes

Signatures

The undersigned agrees to abide by the Terms and Conditions of the Global Merchant Services Agreement, viewable at www.pointandpay.com/agreement

Jennifer Stull	Finance Director
Signature	Title
Jennifer Stull	12/3/2014
Name (Print)	Date

Point&Pay

Client Banking Info

Client Name:
City of High Springs, FL

Client Code (if available):

Deposits

Funds will be deposited into the bank account specified below per the terms of your agreement with Point & Pay. Use more sheets if necessary or attach a file with details. If all products use the same info please enter "All " under Product Name.

Please provide a **VOIDED Check** for each bank account

#	Product(s) Name	Bank Name	Routing #	Account #	Account Type	Bank Full Address. If same use " "
1	All	M & S Bank	063106734	5005618	☒Check. ☐Savings	325 N Main Street High Springs FL 32643
2					☐Check. ☐Savings	
3					☐Check. ☐Savings	
4					☐Check. ☐Savings	
5					☐Check. ☐Savings	

TOTAL NUMBER OF DEPOSITS EXPECTED ☐

Debit Details. Select ONE of the options below.

☐ Net Settlement:

☒ Debit. Note: Point and Pay only can debit **one** bank account.

Debits: Funds will be debited from the specified bank account for returned items per the terms of your agreement with Point & Pay.
Partners must contact their banks and provide the PNP originator ID 3333308324 to allow debits.

	Bank Name	Routing #	Account #	Account Type	Bank Full Address
☒ Same as Above				☐Check. ☐Savings	

Signatures

Jennifer Stull
Name (Print)

Jennifer Stull
Signature

North Central Florida Regional Planning Council

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2009 NW 67th Place, Gainesville, FL 32653-1603 • 352.955.2200

November 20, 2014

Mr. Edwin Booth, City Manager
City of High Springs
110 Northwest 1st Avenue
High Springs, FL 32643

RE: Regional Planning Council Representative

Dear Ed:

The City of High Springs has a representative position on the Regional Planning Council that is currently vacant. This seat was previously occupied by former Commissioner Robert Barnas.

In order that the City may be represented on the Council, please appoint a current city commissioner to fill this vacant position. When we receive written notice of the appointment, we will provide the new representative with information about the Council.

In addition, the Council currently meets on the fourth Thursday of the month, which conflicts with your city commission meetings. In accordance with the enclosed Council Policy 1998-3, the City is entitled to also appoint a non-voting delegate representative to the Council. This individual can attend all meetings and be reimbursed by the Council for travel to and from the meetings in Lake City. However, the non-voting delegate representative would not have voting privileges. The current non-voting delegate representative for the City is Ginger Travers.

If you have any questions concerning this request, please do not hesitate to contact me at 352.955.2200, ext. 101.

Sincerely,

Scott R. Koons, AICP
Executive Director

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