

**FRUITLAND PARK CITY COMMISSION
REGULAR MEETING AGENDA**

October 12, 2023

City Hall Commission Chambers
506 W. Berckman Street
Fruitland Park, Florida 34731

6:00 p.m.

1. CALL TO ORDER, INVOCATION AND PLEDGE OF ALLEGIANCE

Invocation – Pastor Jerry Rhoames, Connection Point Church

Pledge of Allegiance – Police Chief Erik Luce

2. ROLL CALL

3. SPECIAL PRESENTATION ACFR Presentation – September 30, 2023
(city treasurer)

4. CONSENT AGENDA

Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s); and (3) Discuss each pulled item separately and vote.

(a) Approval of Minutes (city clerk)
September 28, 2023 regular meeting

(b) Resolution 2023-065 Records and Archives Management Plan Onsite Consulting Services – SML Inc. (city attorney/city clerk)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A ONE-YEAR RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SML, INC. & CITY OF FRUITLAND PARK CONTRACT FOR RECORDS & ARCHIVE MANAGEMENT SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

(c) Wreaths Across America Program (city clerk)
Motion to grant John Gella Memorial Unit 219 of the American Legion Auxiliary's request permitting them to hold the 11th annual Wreaths Across America Ceremony at Shiloh Cemetery on Saturday, December 16, 2023.

5. REGULAR AGENDA

(a) Resolution 2023-066 P&Z Appointment (city attorney/city clerk)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING _____ AS A MEMBER TO THE CITY OF FRUITLAND PARK PLANNING AND ZONING BOARD; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

(b) Resolution 2023-058 - Patricia Avenue Water Main and Services Installation – EJCDC Standard Form of Agreement - D B Civil Construction LLC (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING BID FROM DB CIVIL CONSTRUCTION LLC AND EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE IN THE AMOUNT OF \$244,900.00 FOR PATRICIA AVENUE WATER MAIN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

(c) Resolution 2023-067 - Spring Lake Road Water Main and Services Installation - EJCDC Standard Form of Agreement - Art Walker Construction Contract Award (city attorney/city manager/public works director)

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING BID FROM ART WALKER CONSTRUCTION, INC. AND EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE IN THE AMOUNT OF \$299,293.00 FOR SPRING LAKE ROAD WATER MAIN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

PUBLIC HEARING

(d) Ordinance 2023-018 Employee Manual Personnel Policies and Procedures (city attorney/city manager/human resources director)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING SECTION 32.01, CHAPTER 32 OF THE CITY OF FRUITLAND PARK CODE OF ORDINANCES; ESTABLISHING PERSONNEL PROCEDURES AND

RULES AS SET FORTH IN SECTION 4.08 OF THE CITY CHARTER; APPROVING THE CITY OF FRUITLAND PARK EMPLOYEE MANUAL OF PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR CONFLICTS, CODIFICATION AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

**(e) Second Reading and Public Hearing – Ordinance 2023-013
Water Rate Increase** (city attorney/city manager/city treasurer)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WATER UTILITY RATES BASED ON JANUARY 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 28, 2023.)

**(f) Second Reading and Public Hearing – Ordinance 2023-014
Water and Wastewater Rate Increase** (city attorney/city manager/city treasurer)

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON JANUARY 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 28, 2023.)

END OF PUBLIC HEARING

- 6. (a) City Manager**
- i. Economic Development Status Update**
 - ii. Commercial Developments Permits Issued Status Update**
 - iii. Law Enforcement Dispatch Services - Lake County Sheriff's Office**

(b) City Attorney

- i. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845**
- ii. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628**
- iii. Code of Ordinances – Codification**
- iv. LDR Codification**

7. UNFINISHED BUSINESS

8. PUBLIC COMMENTS

This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the City Commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the City Commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

9. COMMISSIONERS' COMMENTS

- (a) Commissioner Mobilian**
- (b) Commissioner DeGrave**
- (c) Commissioner Bell**
- (d) Vice Mayor Gunter, Jr.**

9. MAYOR'S COMMENTS

10. ADJOURNMENT

DATES TO REMEMBER

- October 25, 2023, Lake-Sumter Metropolitan Planning Organization Governing Board Meeting, Lake-Sumter MPO, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;
- October 26, 2023, City Commission Regular meeting at 6:00 p.m.;

- October 27, 2023 Halloween Party at 205 W Berckman Street, Fruitland Park, Florida 34731 at 7:00 p.m., and
- October 28, 2023 Pumpkin Chunkin at Windy Acres, 1350 Miller Boulevard, Fruitland Park, Florida 34731 at 11:00 a.m.

Please note that in addition to the city commission meetings, more than one city commissioner may be present at the above-mentioned events.

Any person requiring special accommodation at this meeting because of disability or physical impairment should contact the City Clerk's Office at City Hall (352) 360-6727 at least forty-eight (48) hours prior to the meeting. (§286.26 F.S.)

If a person decides to appeal any decision made by the City of Fruitland Park with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings and 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. The city does not provide verbatim records. (§286.0105, F.S.)

PLEASE TURN OFF ELECTRONIC DEVICES OR PLACE IN VIBRATE MODE.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 3

ITEM TITLE: SPECIAL PRESENTATION

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Tuesday, October 3, 2023

SUBMITTED BY: City Treasurer

BRIEF NARRATIVE: SPECIAL PRESENTATIONS

Annual Comprehensive Financial Report Presentation September 30, 2022

Ms. Tammy Campbell, McDirmit Davis, Certified Public Accountants (auditor retained by the city) will present her findings for the FY 2022 Annual Comprehensive Financial Report.

FUNDS REQUIRED: None

ATTACHMENTS: CAFR Presentation and Audit Engagement Letter (forthcoming)

RECOMMENDATION: Review and approve the FY 2022 CAFR

ACTION:

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 4a-c

ITEM TITLE: Draft Meeting Minutes September 28 Regular, Resolution 2023-055 and Wreaths Across America

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Wednesday, October 2, 2023

SUBMITTED BY: (See below)

BRIEF NARRATIVE: Routine items and items not anticipated to be controversial are placed on the Consent Agenda to expedite the meeting. If a commissioner, staff member or member of the public wish to discuss any item, the procedure is as follows: (1) Pull the item(s) from the Consent Agenda; (2) Vote on remaining item(s), and (3) Discuss each pulled item separately and vote.

(a) Approval of Minutes (city clerk)
September 28, 2023 regular.

(b) Resolution 2023-065 Records and Archives Management Plan Onsite Consulting Services – SML Inc. (city attorney/city clerk)
A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A ONE-YEAR RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SML, INC. & CITY OF FRUITLAND PARK CONTRACT FOR RECORDS & ARCHIVE MANAGEMENT SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

(c) Wreaths Across America Program (city clerk)
Motion to grant John Gella Memorial Unit 219 of the American Legion Auxiliary's request permitting them to hold the 11th annual Wreaths Across America Ceremony at Shiloh Cemetery on Saturday, December 16, 2023.

FUNDS BUDGETED: None

ATTACHMENTS: Draft minutes, proposed resolution 2023-065, and September 26, 2023 Wreaths Across America letter

RECOMMENDATION: Approve the minutes, if there are no corrections, as submitted and adopt Resolutions 2023-053, 2023-054, 2023-055 and 2023-056.

ACTION: Approval

**FRUITLAND PARK CITY COMMISSION REGULAR
DRAFT MEETING MINUTES
September 28, 2023**

A regular meeting of the Fruitland Park City Commission was held at 506 W. Beckman Street, Fruitland Park, Florida 34731 on Thursday, September 28, 2023, at 6:00 p.m.

Members Present: Mayor Chris Cheshire, Vice Mayor Patrick DeGrave, and Commissioner John Mobilian.

Members Absent: Commissioners John L. Gunter Jr. and Chris Bell

Also Present: Gary La Venia City Manager; City Attorney Anita Geraci-Carver; Deputy Finance Director Denise Bower; Police Chief Erik Luce and Officer Anthony Buehler, Police Department; Public Works Director Robb Dicus; Human Resources Director Betty McHale; Michael “Mike” Rankin, Interim Community Development Director, LPG Urban & Regional Planners Inc. (consultant retained by the city); Administrative Manager Sharon Williams, Permit and Zoning Technician Kelli Fielder, Community Development Department, Lieutenant/Paramedic Bradley Shelley and Firefighter/Emergency Medical Technician Bryce Benton, Lake County Fire Rescue, and City Clerk Esther B. Coulson.

1. CALL TO ORDER, INVOCATION, AND PLEDGE OF ALLEGIANCE

After Mayor Cheshire called the meeting to order and Pastor Joey Willis, Eagles Nest Baptist Church, gave the invocation, Chief Luce led in the pledge of allegiance to the flag.

ACTION: 6:00:00 p.m. No action was taken.

2. ROLL CALL

Mayor Cheshire requested that Ms. Coulson call the roll where a quorum was declared present; recognized the absence of Commissioners Gunter and Bell, and announced the following agenda item changes. Later in the meeting, Mayor Cheshire outlined the decorum for this evening’s proceedings.

Agenda Changes:

4d Resolution 2023-055

Pull from the consent agenda to be postponed to the October 26, 2023 regular meeting.

5f Resolution 2023-059

Addendum – Affidavit;

5j Ordinance 2023-004

Date of plan should read: *December 2, 2022*;

5g Resolution 2023-060

Addendum – Affidavit, and

6b City Attorney's Report
Addendum – Report.

ACTION: 6:01:45 p.m. and 6:32:47 p.m. By unanimous consent and upon Mayor Cheshire's recommendations, the city commission excused the absences of Commissioners John L. Gunter Jr. and Chris Bell from this evening's meeting and accepted the above-captioned changes to the agenda.

3. SPECIAL PRESENTATIONS

(a) Joint Participation Agreement and Countywide Conservation Strategy

Former Chairman District 2 Lake County Commissioner Sean M. Parks gave an update on the current joint participation and countywide conservation strategy and referred to a meeting on same held in February 2022 in the City of Leesburg amongst Lake County municipalities on a specific process to work together for better planning recognizing the county's growth as the third fastest in Florida.

Commissioner Parks expressed interest for all municipalities to implement the joint planning process -- where he acknowledged the municipalities who have already established, previously had or are proposing new revised joint participation agreements (JPAs) with the county -- to identify deficiencies before it becomes a problem. He referred to the distinctive agreements the county has with the Town of Montverde and the City of Groveland, and later indicated that Ms. Geraci-Carver has an idea as to what could be structured with the county.

In pointing out the countywide conservation strategy, Commissioner Parks addressed, in working with the municipalities, the identification, mapping and possible protection of areas with natural and agricultural lands such as the trail master plan and the transfer of development rights; the 2004 referendum -- passed by 74 percent of the voters where the county took out a bond for 30 million to purchase natural lands -- which will expire in 2024 and the possibility of reappearing before the city commission individually or as a body with data in that regard.

Following several questions posed by Vice Mayor DeGrave, and after Commissioner Park expressed willingness to schedule another call on the subject communication and coordination process, Mr. La Venia agreed with his suggestion for Lake County Manager Jennifer Barker to contact him.

ACTION: 6:02:40 p.m. No action was taken.

(b) Records Management Presentation

Mr. Matt Daugherty, SML Inc. -- who has an existing contract on records and archives management plan onsite consulting services specifically in working with the city clerk's office recognizing the clerk's capacity as the records management liaison officer -- addressed the requirements under Section 257.36, Florida Statutes for every governmental agency in Florida to have a records management program for the effective and efficient management of government records which evolves

around the requirement of public records access under Chapter 119 F.S. and the state constitution.

Mr. Daugherty recalled his appearance before the city commission on January 13, 2022; his approach and training with staff and his meeting with the city clerk to improvise an ongoing records management plan to establish the goals with some professional recommendations that the city ought to aim to meet and achieve which involved the cleaning up of storage areas and identifying paper records that have met their retention based on legal retention requirements.

For FY 2022-23, Mr. Daugherty reported that more than 1,100 storage files in boxes in the city clerk's office were inventoried; 350 cubic feet of records that met retention (equivalent to six tons with a cost avoidance of \$70,000 at an average \$200 per box to scan records), were identified and with city staff's assistance, separate shredding occurred in October 2022, May and September 2023 where the records were disposed.

With this day being final, Mr. Daugherty anticipated returning during FY 2023-24 with the similar focus on electronic records by utilizing the Laserfiche program (electronic content management) to prepare it to receive records which would reduce volumes and manage records that have long-term/permanent retention; start cleaning up of network drives to locate records to perform the job and provide for public access as required by law.

ACTION: 6:19:47 p.m. No action was taken.

4. **CONSENT AGENDA**

The city commission considered its action to approve the following consent agenda items:

(a) **Approval of Minutes**

September 14, 2023 regular and August 23, 2023 special (withdrawn from the September 14, 2023 regular meeting).

(b) **Resolution 2023-053 Planning and Zoning Board Appointment**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE CITY OF FRUITLAND PARK PLANNING AND ZONING BOARD; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

(c) **Resolution 2023-054 Planning and Zoning Board Appointment**

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER TO THE CITY OF FRUITLAND PARK PLANNING AND ZONING BOARD; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

(d) Resolution 2023-055 Planning and Zoning Board – Chair and Vice Chair Selection

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE PLANNING AND ZONING BOARD CHAIR AND VICE-CHAIR SELECTION FOR FISCAL YEAR 2023/2024; PROVIDING FOR AN EFFECTIVE DATE.

(e) Resolution 2023-056 Lake County League of Cities Inc. Member and Alternate Member Appointments

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPOINTING A MEMBER AND ALTERNATE TO THE LAKE COUNTY LEAGUE OF CITIES, INC.; PROVIDING THE TERM EXPIRATION DATE; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:30:45 p.m. and 6:33:47 p.m. **Upon Mayor Cheshire's suggestion and by unanimous consent, the city commission pulled consent agenda item 4.(d).**

On motion of Commissioner Mobilian, seconded by Vice Mayor DeGrave and unanimously carried, the city commission approved the consent agenda as previously cited, except for Item 4.(d).

On motion of Commissioner Mobilian, seconded by Vice Mayor DeGrave and unanimously carried, the city commission postponed its action to adopt Resolution 2023-055 as previously cited to the October 26, 2023 regular meeting.

By unanimous consent, the city commission approved the consent agenda as amended.

5. REGULAR AGENDA

(a) Resolution 2023-062 City Clerk Job Description

Ms. Geraci-Carver read into the record Resolution 2023-062, the substance of which is as follows:

A RESOLUTION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A JOB DESCRIPTION FOR THE CITY CLERK POSITION; REPEALING ANY PRIOR JOB DESCRIPTIONS FOR THE CITY CLERK POSITION; PROVIDING AN EFFECTIVE DATE.

ACTION: 6:34:02 p.m. **After discussion, a motion was made by Commissioner Mobilian, seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2023-062 as previously cited.**

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(b) **Resolution 2023-064 Public Records Request Policy**

Ms. Geraci-Carver read into the record Resolution 2023-064, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING AND ADOPTING THE PUBLIC RECORDS RESPONSE POLICY; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:35.14 p.m. After discussion, **a motion was made by Vice Mayor DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2023-064 as previously cited to include the provision *defining extensive use of labor of 30 minutes or more.***

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(c) **Resolution 2023-057 BS&A Cloud Software Contract**

Ms. Geraci-Carver read into the record Resolution 2023-057, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING THE CITY OF FRUITLAND PARK PIGGYBACK AGREEMENT SOFTWARE AS A SERVICE AGREEMENT BETWEEN BS&A SOFTWARE LLC AND CITY OF AVON PARK, HIGHLANDS COUNTY, FLORIDA FOR ONLINE AUCTION SERVICES BETWEEN THE CITY OF FRUITLAND PARK, FLORIDA, AND ADDENDUM NO. 1 THERETO; AUTHORIZING THE MAYOR OR CITY MANAGER TO EXECUTE ANY NECESSARY DOCUMENTS; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:37:29 p.m. After discussion, **a motion was made by Vice Mayor DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2023-057 as previously cited.**

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(d) **Resolution 2023-061 – Public Works Building Project - Change Order #6 – GSB Construction and Development Inc.**

Ms. Geraci-Carver read into the record Resolution 2023-061, the substance of which is as follows:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING CHANGE ORDER NO. 6 TO THE EJCDC STANDARD FORM OF

AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE BETWEEN THE CITY OF FRUITLAND PARK AND GSB CONSTRUCTION & DEVELOPMENT, INC. TO PROVIDE FOR AN INCREASE OF \$5,266.68 IN THE STIPULATED SUM; AUTHORIZING THE CITY MANAGER TO EXECUTE THE CHANGE ORDER; PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 6:40:26 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2023-061 as previously cited.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(e) ITB 2023-03 Spring Lake Road Water Main and Services Installation

The city commission considered the Invitation to Bid 2023-03 for the installation of water main and services on Spring Lake Road and evaluate, rank and the approval of the following firms:

- Jumeaux Inc., \$479,900 and
- Art Walker Construction, \$299,293

Mr. La Venia outlined the Community Development Block Grant funds of \$168,000 received for the subject project and \$850,000 in water impact fees to improve the city's existing water system. He requested the addition of \$140,000 to the account to allow funding of said project.

ACTION: 6:43:57 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission accept the recommendation by staff and Halff Inc., and award Invitation to Bid 2023-03 to Art Walker Construction as the lowest, responsive and responsible bidder for \$299,293.

Upon Vice Mayor DeGrave's suggestion, the city commission, by unanimous consent, accepted the city manager's recommendation to include the amount of \$140,000 earmarked towards water impact fees.

Commissioner Mobilian agreed to amend the motion on the floor, which was seconded by Vice Mayor DeGrave, that the city commission accept the recommendation by staff and Halff Inc.; award Invitation to Bid 2023-03 to Art Walker Construction as the lowest, responsive and responsible bidder for \$299,293, and approved the city manager's recommendation to include the amount of \$140,000 earmarked towards water impact fees.

Mayor Cheshire called for a roll call vote on the amended motion which was declared unanimously carried.

PUBLIC HEARING

By unanimous consent, Mayor Cheshire opened the public hearing at this evening's meeting.

(f) Second Reading and Public Hearing - Resolution 2023-059 FY 2023-24 Final Millage

It now being the time advertised to hold a public hearing to consider the adoption of Resolution 2023-059, after Ms. Geraci-Carver read the following title, Mayor Cheshire announced that the City of Fruitland Park is prepared to set the proposed millage rate of 3.9134 which is 8.06% increase over the roll back rate of 3.5980; that the millage rate of 3.9134 mills is the same rate as the last five years, and that once the proposed rate is established, the commission cannot exceed that rate and called for the public to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING A FINAL MILLAGE RATE OF 3.9134 LEVYING OF AD VALOREM TAXES FOR FISCAL YEAR 2023-2024; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 14, 2023.)

ACTION: 6:47:25 p.m. A motion was made by Vice Mayor DeGrave and seconded by Commissioner Mobilian that the city commission adopt Resolution 2023-059 as previously cited.

Mr. George S. Gubel, The Villages of Fruitland Park, Pine Hills resident, recognized the nine percent increase in tax (10 percent higher than what the roll back rate would be) and requested that for the next fiscal year, the city commission commit to some semblance of incorporating the roll back rate and not apply the same millage.

By unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(g) Second Reading and Public Hearing – Resolution 2023-060 FY 2023-24 Final Budget

It now being the time advertised to hold a public hearing to consider the adoption of Resolution 2023-060, after Ms. Geraci-Carver read the following title, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, ADOPTING THE FINAL BUDGET FOR FISCAL YEAR 2023-2024; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 14, 2023.)

ACTION: 6:50:41 p.m. A motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt Resolution 2023-060 as previously cited.

There being no one from the public and by unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (h) **First Reading and Public Hearing – Ordinance 2023-013 Water Rate Increase**
After Ms. Geraci-Carver read proposed Ordinance 2023-013, the title of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WATER UTILITY RATES BASED ON JANUARY 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The second reading will be held on October 12, 2023.)

ACTION: 6:51:36 p.m. A motion was made by Vice Mayor DeGrave and seconded by Commissioner Mobilian that the city commission approve Ordinance 2023-013 as previously cited.

There being no one from the public and by unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

- (i) **First Reading and Public Hearing – Ordinance 2023-014 Water and Wastewater Rate Increase**
After Ms. Geraci-Carver read proposed Ordinance 2023-014, the title of which is as follows, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON JANUARY 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR

SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.
(The second reading will be held on October 12, 2023.)

ACTION: 6:52:36 p.m. A motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission approve Ordinance 2023-014 as previously cited.

There being no one from the public and by unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

QUASI-JUDICIAL PUBLIC HEARING

(j) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2023-004 – Rezoning 14.10± Acres PUD – 2307 Spring Lake Road – Petitioner: Southwinds Commercial LTD

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2023-004, after Ms. Geraci-Carver read the following title, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, REZONING 14.10 +/- ACRES OF PROPERTY FROM PLANNED UNIT DEVELOPMENT (PUD) TO CITY OF FRUITLAND PARK PLANNED UNIT DEVELOPMENT (PUD) WITHIN THE CITY LIMITS OF FRUITLAND PARK; GENERALLY LOCATED NORTH OF SPRING LAKE ROAD AND WEST OF POINSETTIA AVENUE; APPROVING A MASTER DEVELOPMENT AGREEMENT FOR THE PROPERTY; DIRECTING THE CITY MANAGER OR DESIGNEE TO HAVE AMENDED THE ZONING MAP OF THE CITY OF FRUITLAND PARK; PROVIDING FOR SEVERABILITY, CONFLICTS AND SCRIVENER'S ERRORS; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 14, 2023.)

After discussion and later in the meeting and following several questions posed by Mr. Myron Wade, City of Fruitland Park Unincorporated Area Resident, Mayor Cheshire answered in the affirmative the reduction of the buffer to 10' on the west side of the subject property and Mr. Rankin responded that the six-inch vinyl fencing would be erected on the east and west property lines.

With respect to Mr. Wade's concerns on the proposed entrance and consideration of a school bus stop, Mr. Rankin relayed his previous discussion with the Lake

County School District's Concurrency Department and encouraged him to contact them on their plans to accommodate the students in that regard.

ACTION: 6:53:38 p.m. **A motion was made by Vice Mayor DeGrave that the city commission enact Ordinance 2023-012 as previously cited to become effective immediately as amended to reflect including the following provisions in the master development agreement as recommended by the city attorney:**

Section 3, Land Use Development . . . remove *August 10, 2022* and replace with *December 2, 2022*.

Subsection 9.f., Site Access and Transportation Improvements . . . include: *The owner will construct a street stub out from the property to its eastern boundary line in a location that aligns with a street being constructed in the project known as "The Village at Lake Geneva" as reflected on its approved preliminary subdivision plan.*

By unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

(k) Second Reading and Quasi-Judicial Public Hearing – Ordinance 2023-012 – PUD – South of Lake Ella Road and West of US 27/441 - Petitioner: Lake Saunders Groves Land, LLP

It now being the time advertised to hold a public hearing to consider the enactment of Ordinance 2023-012, after Ms. Geraci-Carver read the following title, Mayor Cheshire called for interested parties to be heard:

AN ORDINANCE OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, AMENDING ORDINANCE 2006-13 and 2022-012 TO ADOPT A SECOND AMENDED AND RESTATED MASTER DEVELOPMENT AGREEMENT RELATING TO REAL PROPERTY CURRENTLY ZONED PLANNED UNIT DEVELOPMENT CONSISTING OF APPROXIMATELY 135.7 ± ACRES OF PROPERTY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; AMENDING THE CONCEPTUAL SITE PLAN; DECREASING THE DENSITY AND NUMBER OF RESIDENTIAL UNITS; PROVIDING FOR DESIGN STANDARDS; PROVIDING FOR SEVERABILITY; REPEALING ALL ORDINANCES IN CONFLICT HERewith; PROVIDING FOR SCRIVENER'S ERRORS AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 14, 2023.)

ACTION: 7: 00:26 p.m. After discussion, a motion was made by Vice Mayor DeGrave and seconded by Commissioner Moblian that the city commission enact Ordinance 2023-012 to become effective immediately as provided by law to include language, as recommended by the city attorney, in the seconded amended and restated master development agreement, Section 10, Road Improvements to read: *The owner will align and construct one of the proposed streets within the property to meet the street stub being constructed on the property to its western boundary line known as “Spring Lake Road Planned Unit Development”.*

There being no one from the public and by unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

END OF QUASI-JUDICIAL PUBLIC HEARING

(I) Public Hearing - Resolution 2023-043 Preliminary Plan Approval South of Lake Ella Road and West of US 27/441 - Petitioner: Lake Saunders Groves Land, LLP

It now being the time advertised to hold a public hearing to consider the adoption of Resolution 2023-043, after Ms. Geraci-Carver read the following title, Mayor Cheshire called for interested parties to be heard:

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, GRANTING PRELIMINARY PLAN APPROVAL OF THE VILLAGE AT LAKE GENEVA GENERALLY LOCATED BETWEEN LAKE ELLA ROAD AND SOUTH TO SPRING LAKE ROAD, FRUITLAND PARK, FLORIDA; PROVIDING FOR CONDITIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

ACTION: 7:02:29 p.m. After discussion, a motion was made by Commissioner Mobilian and seconded by Vice Mayor DeGrave that the city commission adopt the previously cited Resolution 2023-043 as amended to include language recommended by the city attorney under subsection 2.c., Conditions of Approval to read: . . . *Road connectivity to the property to the west must be added to the preliminary plat.* . . .

There being no one from the public and by unanimous consent, Mayor Cheshire closed the public hearing.

Mayor Cheshire called for a roll call vote on the motion and declared it carried unanimously.

END OF PUBLIC HEARING

6. (a) City Manager

i. Economic Development Status Update

Mr. La Venia had nothing to report on economic development.

ACTION: 7:04:04 p.m. No action was taken.

ii. Commercial Developments Permits Issued Status Update

Mr. La Venia did not address commercial developments permits issued.

ACTION: 7:04:04 p.m. No action was taken.

iii. 10-Year Water Supply Facilities Work Plan

Mr. La Venia referred to the city's 10-Year Water Supply Facilities Work Plan prepared by Ms. Jennifer C. Bolling, Bolling Engineering LLC (consultant retained by the city). He noted the new 16" watermain (where \$1.1 million grant funding was identified with the anticipation of utilizing impact fees) and addressed the need for a wastewater treatment plant and well projected at approximately \$8 million located on US Highway/441 and Grays Airport Road to accommodate growth.

ACTION: 7:04:04 p.m. No action was taken.

iv. WTP Gray Water

Mr. La Venia reported that the city does not or have the mechanism to supply gray water which has been processed in the Town of Lady Lake to be used by the town or The Villages Community Development District Utilities; thus, their intent to improvise a plan to supply same to the city as they are getting inundated in that regard.

After Mr. La Venia referred to Mr. Dicus' memorandum of this day's date with accompanying data on the city's water concurrency evaluation for FY 2022-23 where every irrigation in the city is utilized from the domestic water system without gray and reclaimed water. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

Mr. Dicus acknowledged St John's River Water Management District's focus on individuals' access to water for consumption needs as it pertains to its consumptive use permit (CUP); recognized the city's rapid population growth and the generation of 1.389 million gallons per day from the aquifer and the concern on the city quickly reaching its CUP capacity without reclaimed water.

Mr. Dicus pointed out his previous conversations with Town of Lady Lake Public Works Director C. T. Eagle who has an overabundance of daily reclaimed water that is not being used which he wants to dispose and relayed the possibility of working out a cost-effective method to get it back to the city.

Mr. Dicus relayed his conversation with Mr. La Venia on the current method utilized, in working with the developers (with planned unit developments in the northern part of the city) to connect the drylines to the city's passenger system where the city would reclaim from the town to place in the city's storage tank and requested the city commission's guidance.

Mr. La Venia identified the consequences of not keeping the lines viable; the homes who would be using considerable amounts of potable water, and the city not being able to use the CUP to expand growth. He referred to this date's email from Mr. Michael "Mike" Scullion, Halff Inc., regarding the city's reclaimed water master plan proposal for approximately \$60,000 and Halff's willingness to apply -- with the likelihood to fund same -- for the Community Planning Technical Assistance grant from the State of Florida for construction on the infrastructure, at no cost to the city. (Copies of the respective documents are filed with the supplemental papers to the minutes of this meeting.)

ACTION: 7:06:19 p.m. After much discussion and on motion of Vice Mayor DeGrave, seconded by Commissioner Mobilian and unanimously carried, the city commission authorized staff to contact Halff Inc. (engineering consultants retained by the city) to proceed with the proposal/agreement with the city to apply for the State of Florida Bureau of Community Planning and Growth Division of Community Development FloridaCommerce Florida Community Planning Technical Assistance grant, at no cost to the city, for the city's reclaimed water master plan development and impact fee study.

(b) City Attorney

i. U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845

Ms. Geraci-Carver did not address the U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845.

ACTION: 7:22:23 p.m. No action was taken.

ii. Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628

Ms. Geraci-Craver did not address the Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-A-1628.

ACTION: 7:22:23 p.m. No action was taken.

iii. Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463

Ms. Geraci-Carver announced that the Kaitlin Delong vs. City of Fruitland Park, Lake County Case No. 2022-CA-00463 case settled earlier this week, it was paid for by insurance, and there were no deductibles and did come out of pocket.

ACTION: 7:22:23 p.m. No action was taken.

iv. Code of Ordinances – Codification

Ms. Geraci-Carver reported on the code of ordinances codification process and her ability to respond to the proposed table of contents for the Municode codification and her sending back some recommendations and suggestions and her intent to respond further. She anticipates receiving a manuscript codification for review which would be subsequently prepared.

ACTION: 7:22:37 p.m. No action was taken.

v. LDR Codification

Ms. Geraci-Carver did not address the land development regulations codification.

ACTION: 7:22:37 p.m. No action was taken.

7. UNFINISHED BUSINESS

There was no unfinished business to come before the city commission at this time.

ACTION: 7:23:15 p.m. No action was taken.

8. PUBLIC COMMENTS

Mr. Gubel requested that the city commission or the city attorney address the problem by conducting an investigation, regulating or restricting Airbnb and short-term rentals in the southern end of The Villages of Fruitland Park to which Ms. Geraci-Carver recognized the limitations local government has in regulating same as it is preempted to the state; however, code violations can be similarly enforced by the respective Villages Community Development Districts.

Ms. Carrie Pruitt and Mr. Zane Murlo, who read a statement on her behalf, highlighted the community development department staff and her duties as a permit technician. After Ms. Pruitt recommended immediate removal of three individuals from the city, Mr. La Venia concurred in the affirmative to Mayor Cheshire's request to address the matter with human resources.

ACTION: 7:23:54 p.m. No action was taken.

9. COMMISSIONERS' COMMENTS

(a) Commissioner Mobilian

Commissioner Mobilian stated that he had nothing to report at this time.

ACTION: 7:33:12 p.m. No action was taken.

(b) Commissioner Bell

Commissioner Bell was absent from this evening's meeting.

ACTION: 7:33:12 p.m. No action was taken.

(c) Commissioner Gunter

Commissioner Gunter was absent from this evening's meeting.

ACTION: 7:33:15 p.m. No action was taken.

(d) Vice Mayor DeGrave

Vice Mayor DeGrave had nothing to report at this evening's meeting.

ACTION: 7:33:15 p.m. No action was taken.

10. MAYOR'S COMMENTS

(a) Wreaths Across America

Mayor Cheshire announced the request (September 26, 2023 letter from Ms. Diane Rousseau, Wreaths Across America) to permit holding the 11th Annual Wreaths Across America wreath laying at Shiloh Cemetery on December 16, 2023 to be placed on the next agenda. (A copy of which is filed with the supplemental papers to the minutes of this meeting.)

ACTION: 7:33:19:16 p.m. No action was taken.

(b) Dates to Remember

Mayor Cheshire announced the following dates:

- October 5, 2023 National Night Out Community Watch – First Responders Recreation Center, 7746 SE Highway 42, The Villages, Florida at 5:00p.m.;
- October 12, 2023 City Commission Regular meeting at 6:00 p.m.;

- October 25, 2023 Lake-Sumter Metropolitan Planning Organization Governing Board Meeting, 1300 Citizens Boulevard, Suite 175, Leesburg, Florida 34748 at 2:00 p.m.;
- October 26, 2023 City Commission Regular meeting at 6:00 p.m.;
- October 27, 2023 Halloween Party at 205 W Berckman Street, Fruitland Park, Florida 34731 at 7:00 p.m., and
- October 28, 2023 Pumpkin Chunkin at Windy Acres, 1350 Miller Boulevard, Fruitland Park, Florida 34731 at 11:00 a.m.

ACTION: 7:33:33 p.m. No action was taken.

11. ADJOURNMENT

The meeting adjourned at 7:34 p.m.

The minutes were approved at the October 12, 2023, regular meeting.

Signed
Esther B. Coulson, City Clerk, MMC

Signed
Chris Cheshire, Mayor

RESOLUTION 2023-065

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING A ONE-YEAR RENEWAL OF THE PROFESSIONAL SERVICES AGREEMENT BETWEEN SML, INC. & CITY OF FRUITLAND PARK CONTRACT FOR RECORDS & ARCHIVE MANAGEMENT SERVICES; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is empowered pursuant to §166.021, *Florida Statutes*, to **conduct** municipal government, perform municipal functions, and render municipal services, and exercise any power for municipal purposes, except when expressly prohibited by law; and

WHEREAS, the City of Fruitland Park sought qualified persons or firms to provide services in connection with records and archive management services; and

WHEREAS, the City of Fruitland Park entered into the Professional Services Agreement between SML, Inc. and the City of Fruitland Park dated January 13, 2022 to perform services in connection with records and archive management, and the Agreement provides the option to renew for two additional one-year terms and

WHEREAS, the City Commission of the City of Fruitland desires to renew the Agreement for an additional year, through January 13, 2024, for records management services which services are an authorized municipal purpose.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Professional Services Agreement between SML, Inc. and the City of Fruitland Park is renewed for one additional, one-year term ending January 13, 2024 unless otherwise extended.

Section 2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this ____ day of October 2023, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney



John Gella Memorial Unit 219, Inc.
American Legion Auxiliary
194 West Fountain Street
P O Box 904
Fruitland Park, FL 34731-0904
(352) 787-2338

September 26, 2023

Mayor Chris Cheshire
506 W. Berckman Street
Fruitland Park, FL 34731

RE: Wreaths Across America, December 16, 2023

Dear Mayor Cheshire:

On behalf of John Gella Memorial Unit 219 of the American Legion Auxiliary and the whole "219 Family," I am requesting permission from the City of Fruitland Park to hold the 11th Annual Wreaths Across America wreath laying at Shiloh Cemetery on Saturday, December 16, 2023. This year the ceremony will be held at 10 a.m.

It would also be great to have the day proclaimed as Wreaths Across America Day in Fruitland Park as has been done in past years.

Also, as in the past years, we will need the City's assistance with having bleachers brought in so that our citizens will have comfortable seating during the ceremony.

The City of Fruitland Park and its community members have been great in supporting this event each year. We hope citizens will come to participate and place the wreaths as they have done in the past.

I look forward to hearing from you. If you need more information and/or need me to attend a City Commission Meeting, please contact me.

For God and Country,

Diane Rousseau
Wreaths Across America Chairman
Home #352-360-0016
Cell #352-430-4714

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5a**

ITEM TITLE: Resolution 2023-066 Planning and Zoning Board Appointment

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Thursday, October 5, 2022

SUBMITTED BY: City Attorney/City Clerk

BRIEF NARRATIVE: Resolution 2023-066 appointing a member to the P&Z Board.

FUNDS BUDGETED:

ATTACHMENTS: Proposed resolution

RECOMMENDATION:

ACTION:

RESOLUTION 2023-066

**A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA, APPOINTING _____ AS A
MEMBER TO THE CITY OF FRUITLAND PARK PLANNING AND
ZONING BOARD; PROVIDING THE TERM EXPIRATION DATE; AND
PROVIDING FOR AN EFFECTIVE DATE.**

WHEREAS, Article VII, Section 7.01 of the Charter of the City of Fruitland Park provides for a Planning and Zoning Board consisting of members with three-year terms of office; and

WHEREAS, the position was held by Roger Sines who no longer serves on the P & Z Board; and

WHEREAS, it is necessary to appoint a member to fill the vacancy and serve the unexpired three-year term expiring October 1, 2025; and

WHEREAS, it is the City's desire to appoint _____ to serve the unexpired three-year term commencing October 12, 2023.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA:

1. _____ is hereby appointed to the Planning and Zoning Board of the City of Fruitland Park to serve a three-year term to commence October 12, 2023 and expire October 1, 2025.

2. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 12th day of October 2023, by the City Commission of the City of Fruitland Park, Florida.

City of Fruitland Park
Chris Cheshire, Mayor
Attest:
Esther B. Coulson, City Clerk, MMC

Mayor Cheshire _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor Gunter _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner DeGrave _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell _____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5b

ITEM TITLE: Resolution 2023-058 Patricia Avenue Water Main and Services Installation

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Thursday, October 5, 2022

SUBMITTED BY: City Attorney/City Manager/Public Works Director

BRIEF NARRATIVE: Resolution 2023-058 Patricia Avenue Water Main and Services Installation – EJCDC Standard Form of Agreement. At the September 14, 2023 regular meeting, D B Civil Construction LLC was awarded (ITB 2023-002) as the lowest, responsive and responsible bidder.

FUNDS BUDGETED: \$168,000 CDBG, \$140,000 Water Impact Fees (4000-15116)

ATTACHMENTS: Proposed resolution and contract

RECOMMENDATION: Approval

ACTION: Adopt Resolution 2023-058

RESOLUTION 2023-058

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING BID FROM DB CIVIL CONSTRUCTION LLC AND EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE IN THE AMOUNT OF \$244,900.00 FOR PATRICIA AVENUE WATER MAIN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park will be installing a 6” water main along Patricia Avenue between Shiloh Street at the north, and Lewis Street to the south; and

WHEREAS, Halff prepared engineered drawings for the improvements, and CDBG grant funding was received to fund a portion of the new water main; and

WHEREAS, the City issued ITB 2023-02 to receive bids for construction of the new water main and related improvements, and DB Civil Construction LLC was the lowest, responsive, responsible bidder; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the bid from and the contract with DB Civil Construction LLC.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Bid from DB Civil Construction LLC, and the EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price in the amount of \$244,900.00, **a copy of which is attached**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Standard Form of Agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 12th day of October, 2023, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Vice Mayor DeGrave	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Gunter	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Bell	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)
Commissioner Mobilian	____(Yes), ____ (No), ____ (Abstained), ____ (Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between _____ The City of Fruitland Park _____ (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR).

OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally includes the furnishing of all labor, materials and equipment for the construction of a new water main and services as shown in the contract plans.

Article 2. ENGINEER.

Engineer: Halff Associates, Inc.
 902 North Sinclair Avenue
 Tavares, Florida 32778

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:

Substantial Completion - 150 calendar days after the issuance of the Notice to Proceed.

Final Completion - 30 calendar days after the substantial completion date for a total contract time of 180 days.

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand** dollars (**\$1,000.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Thousand** dollars (**\$1,000.00**) for each day

that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

STIPULATED SUM CONTRACT:

_____ (use words)
\$ _____ (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statute 218.735 covering timely payment for purchases of constructions services.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 90 % of Work completed (with the balance being retainage).
90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
- 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract

Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 8, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to _____, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title City of Fruitland Park, Patricia Avenue and consisting of 15 Divisions, as listed in table of contents thereof.
- 8.8 Drawings consisting of 7 sheets with each sheet bearing the following general title: City of Fruitland Park, Patricia Avenue
- 8.9 Addenda numbers _____ to _____, inclusive.
- 8.10 CONTRACTOR's Bid (pages 00300, 1-8, inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to _____, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 OTHER PROVISIONS. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

IF THE CONTRACTOR (CONSULTANT) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONSULTANT'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, email to: ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, Florida 34731.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate One counterpart each has been delivered to OWNER, CONTRACTOR, OWNER's ENGINEER and OWNER's ATTORNEY. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER: City of Fruitland Park

CONTRACTOR

BY: _____
Title: _____

BY: _____
Title & Corporate Seal

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

City of Fruitland Park
506 West Berkman Street
Fruitland Park, Florida 34731

Address

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-A (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1; and
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
- 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

SECTION 00300
BID FORM

ORIGINAL

DATE SUBMITTED: September 4th, 2023

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK
PATRICIA AVENUE
CITY OF FRUITLAND PARK BID NO. 2023-02**

NAME OF BIDDER: DB Civil Construction, LLC

BUSINESS ADDRESS: 4475 US 1 South, Ste 707

St. Augustine, FL 32086

Telephone Number: 386-256-7460

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1224644

THIS BID IS SUBMITTED TO: **Gary LaVenja
City Manager
CITY OF FRUITLAND PARK
506 West Berkman Street
Fruitland Park, FL 34731**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

NAME OF BIDDER: DB Civil Construction, LLC

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**City of Fruitland Park
Patricia Avenue
Schedule of Unit Prices**

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specification.

Item #	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	\$35,000.00	\$35,000.00
2	Maintenance of Traffic	1	LS	\$10,000.00	\$10,000.00
3	Survey/As-builts	1	LS	\$ 9,000.00	\$9,000.00
4	Site Demo	1	LS	\$12,000.00	\$12,000.00
5	Silt Fence	830	LF	\$2.00	\$1,660.00
9	Earthwork/Fill	1	LS	\$10,000.00	\$10,000.00
10	Sod	950	SY	\$ 6.00	\$5,700.00
11	Repair Existing	1	LS	\$12,000.00	\$12,000.00
12	Testing	1	LS	\$1,500.00	\$1,500.00
13	Ribbon Curb	12	LF	\$60.00	\$720.00
14	Watermain Fittings	1	LS	\$12,000.00	\$12,000.00
15	Fire Hydrant Assembly	2	EA	\$8,000.00	\$16,000.00
16	Wet Tap Existing Watermain	1	EA	\$1,000.00	\$1,000.00
17	Temporary Jumper Connection	1	EA	\$2,000.00	\$2,000.00
18	Connect to Existing Watermain	1	EA	\$ 2,000.00	\$2,000.00
19	6 x 6 Tapping Sleeve	1	EA	\$ 6,000.00	\$2,000.00
20	6" Main Cap	1	EA	\$ 600.00	\$2,000.00
21	1" Water Service	1020	LF	\$ 41.00	\$ 41,820.00
22	6" Watermain	880	LF	\$ 60.00	\$52,800.00
23	2" ARV	1	EA	\$ 4,200.00	\$4,200.00
24	2" Watermain Cap	4	EA	\$ 150.00	\$600.00
25	Water Meter	6	EA	\$ 800.00	\$ 4,800.00
26	2" PVC Watermain	10	LF	\$ 50.00	\$500.00
Subtotal					\$241,900.00
110% Payment & Performance Bond					\$3,000.00
Total Price					\$244,900.00

TOTAL BASE BID PRICE for the contract sum (Sum of items 1-26 and Bond)

Two Hundred Fort Four Thousand Nine
Hundred Dollars and No Cents.

(In Words)

\$ \$244,900.00

(In Figures)

NAME OF BIDDER: DB Civil Construction, LLC

If Bidder is: (ALL SIGNATORIES MUST HAVE THEIR NAME PRINTED OR TYPED BELOW THEIR SIGNATURE)

SOLE PROPRIETORSHIP

Not Applicable

(SEAL)

(Individual's Signature)

Not Applicable

(SEAL)

(Individual's Name)

Doing Business as: Not Applicable

Business Address: Not Applicable

Not Applicable

Telephone No.: Not Applicable

Florida License No.: _____

NAME OF BIDDER: DB Civil Construction, LLC

A PARTNERSHIP

Not Applicable

(SEAL)

(Partnership Name)

Not Applicable

(General Partner's Signature)

Not Applicable

(General Partner's Name)

Doing Business as: Not Applicable

Business Address: Not Applicable

Not Applicable

Telephone No.: Not Applicable

Florida License No.: _____

NAME OF BIDDER: DB Civil Construction, LLC

A CORPORATION

DB Civil Construction, LLC

(SEAL)

(Corporation Name)

Florida

(State of Incorporation)

BY

Connie Baylor

(Name of Person Authorized to Sign)

Manager

(Title)

Connie Baylor

(Authorized Signature)

(CORPORATE SEAL)

ATTEST

Dalton B...

(Secretary)

Doing Business as: DB Civil Construction, LLC

Business Address: 4475 US 1 South, Ste 707, St. Augustine, FL 32086

Telephone No.: 386-256-7460

Corporation President Connie Baylor

Florida License No.: CUC1224644

NAME OF BIDDER: DB CIVIL construction, LLC

A JOINT VENTURE

By Not Applicable (Name) (SEAL)

By Not Applicable (Address)

By Not Applicable (Name) (SEAL)

By Not Applicable (Address)

Doing Business as: Not Applicable

Business Address: Not Applicable
Not Applicable

Telephone No.: Not Applicable

Florida License No.: Not Applicable

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

7. List the following in connection with the Surety which is providing the Bid Bond. Surety's Name:
Surety's Address:

Surety's Name: Not Applicable

Surety's Address: Not Applicable
Not Applicable
Not Applicable

Name and address of Surety's resident agent for service of process in Florida:

END OF SECTION

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, DB Civil Construction, LLC
as Principal, and Western Surety Company
as Surety, are hereby held and firmly bound unto the CITY OF FRUITLAND PARK, as Owner in the
penal sum of, (five percent (5%) of the Contract Bid) Five Percent (5%) of Total Amount Bid --- (5% TAB) for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 25th day of August, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park – Patricia Avenue**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

DB Civil Construction, LLC

By: Corey B. [Signature] (L.S.)

Title: Manager

Attest: [Signature] CFO
Signature and Title

Surety (Print Full Name):

Western Surety Company (Seal)

Surety's Name and Corporate Seal

By: [Signature]
Signature (attach power of attorney)

Title: Sean McCauley Jr., Attorney-in-Fact

Attest: [Signature]
Signature and Title Ashlyn Simchik, Witness

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

Western Surety Company

POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Claudia Nunez, Sean McCauley Jr, Bridget Truxillo, Sam Duckett, Katie Rooney, Ashlyn Simchik, Sarah Timmons, Individually

of Dallas, TX, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law and Resolutions printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 31st day of May, 2023.



WESTERN SURETY COMPANY

Larry Kasten, Vice President

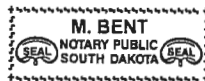
State of South Dakota
County of Minnehaha

} ss

On this 31st day of May, 2023, before me personally came Larry Kasten, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is a Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

March 2, 2026



M. Bent, Notary Public

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinabove set forth is still in force, and further certify that the By-Law and Resolutions of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 25th day of August 2023



WESTERN SURETY COMPANY

L. Nelson, Assistant Secretary

State of Florida



Department of State

I certify from the records of this office that WESTERN SURETY COMPANY is a South Dakota corporation authorized to transact business in the State of Florida, qualified on March 15, 1965.

The document number of this corporation is 818570.

I further certify that said corporation has paid all fees and penalties due this office through December 31, 1994, that its most recent annual report was filed on May 1, 1994, and its status is active.

I further certify that said corporation has not filed a Certificate of Withdrawal.

Given under my hand and the
Great Seal of the State of Florida,
at Tallahassee, the Capital, this the
Twelfth day of May, 1994



CR2EO22 (2-91)

A handwritten signature in cursive script, reading "Jim Smith".

Jim Smith
Secretary of State

NOTARY ACKNOWLEDGEMENT

State of Texas

County of Dallas

On this the 25th day of August, 2023, before me, Ashlyn Simchik (name of notary), personally appeared Sean McCawley Jr, known to me (or satisfactorily proven) to be the person(s) whose name(s) is (is or are) subscribed to the within instrument and acknowledged that He (he/she/they) executed the same for the purposes therein contained.

In witness whereof, I hereunto set my hand.

Date: August 25, 2023

Ashlyn Simchik

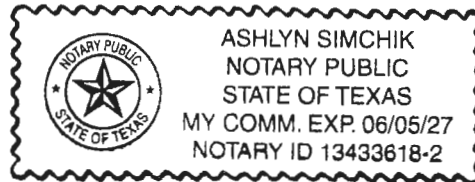
Notary Public

Print Name: Ashlyn Simchik

Notary ID: 13433618-2

My Commission Expires:

June 5, 2027



END OF SECTION
SECTION 00301
QUESTIONNAIRE

DATE 9/5/2023

PROJECT IDENTIFICATION:

City of Fruitland Park – Patricia Avenue

NAME OF BIDDER: DB CIVIL CONSTRUCTION

BUSINESS ADDRESS: 4475 US 1 South, STE 707, St. Augustine, FL 32086

TELEPHONE NO.: 386-256-7460

CONTRACTOR'S FLORIDA LICENSE NO.: CUC1224644

The undersigned warrants the truth and accuracy of all statements and answers herein contained. Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor? 0
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?

SEE Attached List

3. Have you ever failed to complete work awarded to you? If so, where and why? No
4. Name three (3) municipalities for which you have performed work and to which you refer:
City of Davenport, St. Johns County, City of Winter Haven, Putnam County, City of Ormond Beach.
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?
Yes. None that I am currently aware of.

6. Will you Subcontract any part of this Work? If so, describe which portions:

MOT, Testing, Silt Fence, Survey

7. What equipment do you own that is available for the Work?

PLEASE SEE ATTACHED LIST

8. What equipment will you purchase for the Work?

NO

9. What equipment will you rent for the Work?

NO

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

Will be provided if awarded.

11. State the true and exact, correct, and complete name under which you do business. Bidder is:

DB Civil Construction, LLC

END OF SECTION

00301-2

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List all proposed Subcontractors to be used for this Project.

Firm Name: _____ **Address:** _____
Telephone No: () -

**SECTION 00301-A
SUBCONTRACTOR LISTING**

List all proposed Subcontractors to be used for this Project.

Firm Name: Acme Barricades
Address: _____
Telephone No: () - _____
Trade: mot Estimated Dollar Amount: \$ TBD

Firm Name: Tomahawk Survey
Address: _____
Telephone No: () - _____
Trade: Survey Estimated Dollar Amount: \$ TBD

Firm Name: Superior Sod Farms
Address: _____
Telephone No: () - _____
Trade: sod Estimated Dollar Amount: \$ TBD

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$ _____

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$ _____

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$ _____

Firm Name: _____
Address: _____
Telephone No: () - _____
Trade: _____ Estimated Dollar Amount: \$ _____


END OF SECTION

SECTION 00420
CORPORATE RESOLUTION

I, Connie Baylor, Secretary of DB Civil Construction, LLC,
a corporation organized and existing under the laws of the State of Florida, hereby
certify that at a meeting of the Board of Directors of the Corporation duly called and held on
August 28th, 2023 at which a quorum was present and acting throughout, the
following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf of this corporation a Bid and Agreement to DB Civil Construction, LLC for the construction of City of Fruitland Park- Patricia Avenue

I further certify that the names of the officers of this corporation and any other persons authorized to act under this resolution and their official signatures are as follows:

NAME	OFFICE	OFFICIAL SIGNATURE
Dalton Baylor	Manager	

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the seal of the corporation this 5 day of September, 2023.

END OF SECTION

NON-COLLUSION DECLARATION

I, Connie Baylor, hereby declare that I am
(NAME)
Manager of DB Civil Construction, LLC
(TITLE) (FIRM)
of St. Augustine, Florida
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition with any other contractor, bidder, or potential bidder.
2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.
3. No attempt has been made or will be made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.
4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.
5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.
6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitted a complementary bid, or agreeing to do so, on this project.
7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements or representations made in this Declaration.

8. I affirm that the firm has informed the County in writing of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm for violation of state or federal anti-trust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

I declare under penalty of perjury that the foregoing is true and correct.

Con Bay

Authorized Signature

8-30-23

Date Signed

State of: Florida County of: St. Johns

Sworn to and subscribed before me this 5 day of September, 20 23

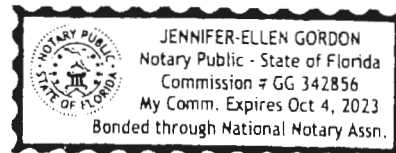
Personally known X or Produced Identification _____

(Specify Type of Identification)

Jennifer Ellen Gordon

Signature of Notary

My Commission Expires 10-4-23



**SECTION 00480
NONCOLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF St. Johns

Connie Baylor, being first duly sworn deposes and says that:

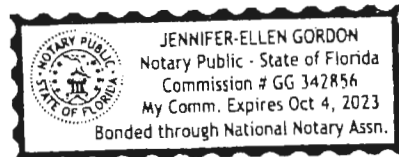
1. He is the Manager, of DB Civil Construction, LLC, the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By Connie Baylor

Sworn and subscribed to before me this 5 day of September, 2023, in the State of Florida, County of St. Johns.

Jennifer Ellen Gordon Notary Public

My Commission Expires: 10-4-23



END OF SECTION

SECTION 00490
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost

City of Fruitland Park – Patricia Avenue

A. One thousand five hundred dollars

(Cost in Words)

TOTAL \$ \$ 1500.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: DB Civil Construction, LLC DATE: 9/5/2023

BY: Cam Bay

END OF SECTION

BIDDER CERTIFICATION

"I, the undersigned, certify that I have received all addenda. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of bid/award will be considered if commencement/delivery time is not met, and that untimely delivery may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the Specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for any fraudulent purpose."

Signature Connie Baylor Date Signed 9/5/2023
Printed Name Connie Baylor Title Manager
Title Manager Telephone Number (386) 256-7460
Company DB Civil Construction, LLC Fax Number () _____
Address 4775 US 1 South, Ste 707 City/State St. Augustine Zip 32086
Email Estimating@dbcivilconstruction.com

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,

(Print or Type Name of Firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- ◆ Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ◆ Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein."

Cam Bay

Authorized Signature

8-30-23

Date Signed

State of: Florida

County of: St. Johns

Sworn to and subscribed before me this 9 day of September, 2023

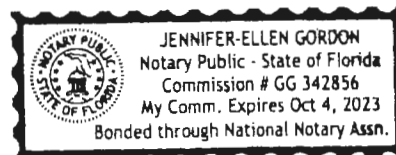
Personally known X or Produced Identification _____

(Specify Type of Identification)

Jennifer Ellen Gordon

Signature of Notary

My Commission Expires 10-4-23



END OF DOCUMENT

Section 3 Certification of Intent to Comply

DB Civil Construction, LLC **Section 3 Intent to Comply**, Contractor, agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within the County of Washington.

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
 - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - 2. Participants in YouthBuild Programs, and
 - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Requirements when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Certification of Intent to Comply.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a bid basis, whenever feasible, when let in a Section 3 covered project area.
- F. To notify Section 3 Workers and Section 3 Business Concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - b. Applicants selected to carry out YouthBuild projects;

- c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
 - I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
 - J. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
 - K. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
 - L. To submit reports to the RACW and/or HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
 - M. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
 - N. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

Contractor Certification

As an officer and representative of DB Civil Construction, LLC [Name of Contractor]
On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

Connie Baylor, Manager

Name and Title of the Authorized Representative (print or type)



Signature of Authorized Representative

9/5/2023

Date

Section 3 Business Certification

- To be completed by the business claiming Section 3 business status.

All contracts and subcontracts awarded on Section 3 covered projects must be reported in aggregate on the Section 3 Summary Report. For all businesses reported as being Section 3 Businesses, documentation of their status must be retained in the project files. Washington County considers this form adequate documentation of Section 3 status.

Projects that receive \$200,000 or more in HUD funds are "Section 3 projects". Contractors are required to report on all contracts they make both with Section 3 Businesses and with businesses that are not Section 3 Businesses.

This form is a tool to determine and document the Section 3 Business status. Documentation of the status of Section 3 Businesses should be retained in the project files.

Business being certified:

Company: DB Civil Construction, LLC

Address: 4475 US 1 S Ste 707

Project information: St. Augustine Fl, 32086

Project Name: Palvicia Avenue

Project Address: City of Fruitland Park

Section 3 determination

1. Is your business owned (51% or more) by individuals whose household incomes are NO GREATER THAN 80% of Area Median Income (AMI)* OR by individuals that are current public housing residents or current residents of Section 8-assisted housing?

*Please reference <https://www.huduser.gov/portal/datasets/il.html> (select relevant income area to determine limits) to determine if employee is less than 80% of the current area median income.

() Yes (X) No

2. Within the last three months, have 75% of all labor hours performed been performed by individuals whose household incomes are no greater than 80% of Area Median Income (AMI)?

(X) Yes () No

If any of the questions above are marked "yes", the business qualifies as a Section 3 business.

I certify that the above statements are true, complete, and correct to the best of my knowledge and belief. I understand that businesses who misrepresent themselves as Section 3 business concerns and report false information to [insert name of recipient/grantee] may have their contracts terminated as default and be barred from ongoing and future considerations for contracting opportunities. I hereby certify, under penalty of law, that the following information is correct to the best of my knowledge.

Signature: Connie Baylor

Print Name: Connie Baylor, Manager Date: 9/5/2023



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
08/24/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Brown & Brown of Florida, Inc. P.O. Box 2412 Daytona Beach FL 32115-2412		CONTACT NAME: Laura Bell PHONE (A/C, No, Ext): (386) 333-6137 FAX (A/C, No): (386) 323-9117 E-MAIL ADDRESS: laura.bell@bbbrown.com	
INSURED DB CIVIL CONSTRUCTION, LLC 4475 US-1 SOUTH SUITE 707 ST. AUGUSTINE FL 32086		INSURER(S) AFFORDING COVERAGE INSURER A: Crum & Forster Specialty Insurance Company INSURER B: Auto-Owners Insurance Company INSURER C: XL Specialty Insurance Company INSURER D: Bridgefield Casualty Insurance Company INSURER E: INSURER F:	
		NAIC # 44520 18988 37885 10335	

COVERAGES **CERTIFICATE NUMBER:** 2023-24 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:			EPK-144435	06/28/2023	06/28/2024	EACH OCCURRENCE \$ 2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 Pollution \$ \$1m/\$1m
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			5185713701	06/28/2023	06/28/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ PIP \$ 10,000
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$ 0			EFX-123205	06/28/2023	06/28/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below		N/A	196-53348	07/26/2023	07/26/2024	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Equipment Floater			UM00116969MA23A	06/28/2023	06/28/2024	Leased/rented \$250,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE NOTES FOR POLICY COVERAGE FORMS
PROJECT: POWELL TOWNHOMES & STORAGE SITEWORK, CR 142/POWELL RD., WILDWOOD, FL 34785.
CERTIFIED GENERAL CONTRACTORS, INC. IS ADDITIONAL INSURED AND A WAIVER OF SUBROGATION APPLIES, AS REQUIRED BY WRITTEN CONTRACT AND IF APPLICABLE, PER THE FORMS LISTED ON THE ATTACHED ADDITIONAL REMARKS SCHEDULE.

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary

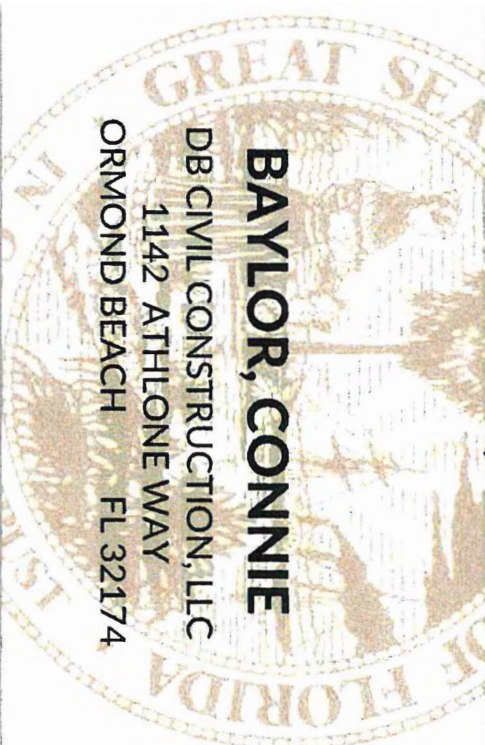


STATE OF FLORIDA

DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE UNDERGROUND UTILITY & EXCAVATION CO HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES



BAYLOR, CONNIE

DB CIVIL CONSTRUCTION, LLC
1142 ATHLONE WAY
ORMOND BEACH FL 32174

LICENSE NUMBER: CUC1224644

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com

Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.



State of Florida

Woman Business Certification

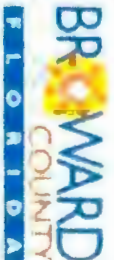
DB Civil Construction, LLC

Is certified under the provisions of
287 and 295.187, Florida Statutes, for a period from:
05/17/2022 05/17/2024



J. Todd Inman
Florida Department of Management Services





GREATER ORLANDO
AVIATION AUTHORITY



JACKSONVILLE
TRANSPORTATION
AUTHORITY

Florida Unified Certification Program

Disadvantaged Business Enterprise (DBE) Certificate of Eligibility

DB CIVIL CONSTRUCTION LLC

MEETS THE REQUIREMENTS OF 49 CFR, PART 26

APPROVED NAICS CODES:

237110

Samuel Febres

Samuel (Sammy) Febres

DBE & Small Business Development Manager

Florida Department of Transportation



Tampa
International
Airport



DB Civil Construction

4475 US1 S, Suite 707

St. Augustine, FL

32086

REFERENCES

Entity: FDOT – Project #427986-1-72-20

Location: Volusia County, FL

Contract Cost: \$413,864.50

Job Description: Storm Drain

Job Name: Volusia Drainage Repair

Start Date: January 2020

Contact: Charles Long – (407) 415-0764

Entity: City of Casselberry

Location: Seminole Blvd, Casselberry, FL

Contract Cost: \$1,530,015.00

Job Description: Force main rehab

Job Name: Seminole Blvd FM Rehab

Start Date: January 2019

Contact: Lynn Jarrell – (407) 773-3203

Entity: City of Davenport

Location: Davenport, FL

Contract Cost: \$6,200,000.00

Job Description: 60,000 linear feet of water main replacement

Job Name: Davenport WM Replacement

Start Date: October 2019

Contact: Aaron Perschan – (863) 270-1292

Entity: Volusia County

Location: Halifax Plantation, Ormond Beach, FL

Contract Cost: \$251,250.00

Job Description: 6" Concrete main

Job Name: Halifax Plantation

Start Date: November 2019

Contact: Scott Mays – (386) 943-7027

Entity: City of Winter Haven

Location: City of Winter Haven, FL

Contract Cost: \$1,700,000.00

Job Description: Gravity sewer, lift station, water main & fiber

Job Name: Winter Haven Reg. Airport Utilities

Start Date: October 2019

Contact: Ron Bach – (863) 287-3928

DB Civil Construction

Entity: City of St Augustine

Location: Riberia – Dehaven Street, St Augustine, FL

Contract Cost: \$1,503,299.00

Job Description: 15" & 18" storm, 8" sewer and 6" water

Job Name: Lincolnville Utility Rehab

Start Date: July 2020

Contact: Jes Beach – (904) 209-4227

Entity: City of Orlando – IFB19-0005

Location: Plaza Terrace Drive

Contract Cost: \$850,000.00

Job Description: 8" sanitary sewer

Job Name: Plaza Terrace Dr. Sew Replacement

Start Date: June 2019

Contact: Adam Walosik – (407) 246-3528

Entity: Augustine Development Group

Location: Comares Ave, St Augustine, FL

Contract Cost: \$615,975.00

Job Description: SD, WM, SM

Job Name: Cortez on the Water

Start Date: February 2019

Contact: Brian Greiner – (904) 347-8331

Entity: FDOT/Superior Construction – Project 440557-7-52-01

Location: A1A Flagler County Seawell, FL

Contract Cost: \$1,197,000.00

Job Description: 5369 FL – 12" PVC water main, 850 LF of 8" gravity sewer

Job Name: SR A1A

Start Date: February 2019

Contact: David Blair – (352) 208-3762

Entity: FDOT – Project 41021667207

Location: Beach Blvd, Jacksonville, FL

Contract Cost: \$120,000.00

Job Description: Storm drain replacement

Job Name: SR 212, Beach Blvd

Start Date: July 2018

Contact: Jim Brown – (386) 758-3798

Entity: FDOT – Project 41021677204

Location: Beach Blvd, Jacksonville, FL

Contract Cost: \$162,000.00

Job Description: Storm drain replacement

Job Name: SR 212, Beach Blvd

Start Date: July 2018

Contact: Jim Brown – (386) 758-3798

DB Civil Construction

Entity: City of Holly Hill

Location: 7th Street, Holly Hill, FL

Contract Cost: \$300,000.00

Job Description: Storm sewer

Job Name: 7th St Drainage Improvements

Start Date: December 2017

Contact: Walt Smyser – (386) 348-9463

Entity: FDOT

Location: SR 483, Volusia County

Contract Cost: \$419,755.00

Job Description: Ditch grading

Job Name: Volusia SR 483 Ditch Grading

Start Date: October 2019

Contact: Charles Long – (407) 415-0764

Entity: Volusia County Utility

Location: Volusia County, FL

Contract Cost: \$251,250.00

Job Description: Concentrate Main

Job Name: Halifax Concentrate Main

Start Date: August 2019

Contact: Inga Fegley – (386) 626-6623

Entity: City of DeLand

Location: DeLand, FL

Contract Cost: \$681,837.24

Job Description: Reclaimed Water Main Ext

Job Name: DeLand RCWM Phase 4

Start Date: March 2020

Contact: Keith Ringer – (386) 761-6810

Entity: Town of Orange Park

Location: Orange Park, FL

Contract Cost: \$45,670.00

Job Description: Force Main

Job Name: Grove Park & Gano Force Main

Start Date: March 2020

Contact: Eric Sanders – (904) 448-5300

Entity: Putnam County

Location: Putnam County, FL

Contract Cost: \$272,301.60

Job Description: Drainage Improvements

Job Name: East Lar Lane Drainage Outfall

Start Date: January 2021

Contact: Mike Rodriguez – (386) 329-0346

DB Civil Construction

Entity: Putnam County

Location: Putnam County, FL

Contract Cost: \$407,150.00

Job Description: Drainage Improvements

Job Name: E Towles Rd Drainage

Start Date: January 2021

Contact: Mike Rodriguez – (386) 329-0346

Entity: Haskell

Location: Tavares, FL

Contract Cost: \$193,760.00

Job Description: WL

Job Name: Tavares Seaplane

Start Date: January 2021

Contact: Anna Goodwin – (850) 320-5575

Entity: Superior Construction

Location: Nassau County, FL

Contract Cost: \$164,239.86

Job Description: Increase lanes

Job Name: FDOT SR200 Improvements

Start Date: April 2020

Contact: Billy Jennings – (386) 984-6281

Entity: North FL RV Storage, LLC

Location: St. Augustine, FL

Contract Cost: \$42,098.00

Job Description: Drainage & Roadway
Restoration

Job Name: Ocean Grove Boat RV Storage

Start Date: March 2020

Contact: Bart Piniaz – (904) 392-3007

Entity: City of Bunnell

Location: Bunnell, FL

Contract Cost: \$650,000.00

Job Description: Sewer Improvements

Job Name: Westside Sewer Improvements

Start Date: November 2018

Contact: Billy Baker – (386) 237-8244

Entity: City of Bunnell

Location: Bunnell, FL

Contract Cost: \$686,326.00

Job Description: Sewer Improvements

Job Name: Southside Sewer Improvements

Start Date: March 2019

Contact: Billy Baker – (386) 237-8244

DB Civil Construction

Entity: Superior Construction

Location: Orlando, FL

Contract Cost: \$54,750.00

Job Description: Connection Improvements

Job Name: FDOT I4 Direct Connect

Start Date: December 2019

Contact: Adam Brown – (407) 398-9712

Entity: Nassau County

Location: Nassau County, FL

Contract Cost: \$104,870.00

Job Description: Remove and replace a failing cross drain

Job Name: Citrona Storm Drain Repair

Start Date: April 2020

Contact: David Hearn – (904) 530 - 6175

Entity: Orange County BOCC

Location: Orange County, FL

Contract Cost: \$1,530,004.00

Job Description: FM

Job Name: Summerlake Park FM Y18-741

Start Date: December 2019

Contact: Kameron Thomas – (407) 450-0116

Entity: City of Daytona Beach

Location: Daytona Beach, FL

Contract Cost: \$381,132.00

Job Description: Irrigation, drainage, borrow material, grading and turf installation.

Job Name: Derbyshire Park Phase III

Start Date: March 2020

Contact: Mark Veenstra – (386) 671-8120

Entity: City of Winter Haven

Location: Winter Haven, FL

Contract Cost: \$527,492.04

Job Description: Site Stripping, drainage, and access road construction.

Job Name: Winter Haven Access Road

Start Date: January 2020

Contact: Ron Bach – (863) 287-3928

Entity: City of Dade City

Location: Dade City, FL

Contract Cost: \$2,548,980.00

Job Description: Stormwater management ponds, construction of stormwater pipes and drainage structures, paving, sodding, and ancillary activities.

Job Name: Dade Oaks Flood Detention Facility

Start Date: July 2022

Contact: Tina Mauriello (813) 714-9237



EQUIPMENT LIST

- ❖ Caterpillar 252B
- ❖ Caterpillar 335
- ❖ Caterpillar 740
- ❖ John Deere 135
- ❖ John Deere 210G
- ❖ John Deere 324E
- ❖ John Deere 550 LGP
- ❖ John Deere 672G
- ❖ Linkbelt 235
- ❖ Loader 544
- ❖ BB250 Pull Behind Broom
- ❖ 24" Milling Head

Rentals Available If Needed

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5c

ITEM TITLE: Resolution 2023-067 Spring Lake Water Main and Services Installation

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Thursday, October 5, 2022

SUBMITTED BY: City Attorney/City Manager/Public Works Director

BRIEF NARRATIVE: Resolution 2023-067 Spring Lake Water Main and Services Installation – EJCDC Standard Form of Agreement. At the September 28, 2023 regular meeting, Art Walker Construction was awarded (ITB 2023-003) as the lowest, responsive and responsible bidder.

FUNDS BUDGETED: \$146,000 CDBG, \$140,000 Water Impact Fees (4000-15116)

ATTACHMENTS: Proposed resolution and contract

RECOMMENDATION: Approval

ACTION: Adopt Resolution 2023-067

RESOLUTION 2023-067

A RESOLUTION OF THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA, APPROVING BID FROM ART WALKER CONSTRUCTION, INC. AND EJCDC STANDARD FORM OF AGREEMENT BETWEEN OWNER AND CONTRACTOR ON THE BASIS OF A STIPULATED PRICE IN THE AMOUNT OF \$299,293.00 FOR SPRING LAKE ROAD WATER MAIN PROJECT; AUTHORIZING THE MAYOR TO EXECUTE THE AGREEMENT; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park will be installing a 16" water main on the north side of Spring Lake Road; and

WHEREAS, Halff prepared engineered drawings for the improvements; and

WHEREAS, the City issued ITB 2023-03 to receive bids for construction of the new water main and related improvements, and Art Walker Construction, Inc. was the lowest, responsive, responsible bidder; and

WHEREAS, the City Commission of the City of Fruitland Park, Florida finds it is in the best interest of the City to approve the bid from and the contract with Art Walker Construction, Inc.

NOW, THEREFORE, BE IT RESOLVED AS FOLLOWS:

Section 1. The Bid from Art Walker Construction, Inc., and the EJCDC Standard Form of Agreement between Owner and Contractor on the Basis of a Stipulated Price in the amount of \$299,293.00, **a copy of which is attached**, is approved.

Section 2. The Commission authorizes the Mayor to execute the Standard Form of Agreement.

Section 3. This resolution shall take effect immediately upon its final adoption by the City Commission of the City of Fruitland Park, Florida.

PASSED AND RESOLVED this 12th day of October, 2023, by the City Commission of the City of Fruitland Park, Florida.

SEAL

**CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA**

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney

**EJCDC
STANDARD FORM OF AGREEMENT
BETWEEN OWNER AND CONTRACTOR
ON THE BASIS OF A STIPULATED PRICE**

THIS AGREEMENT is dated as of the _____ day of _____ in the year _____ by and between **The City of Fruitland Park** (hereinafter called OWNER) and _____ (hereinafter called CONTRACTOR). OWNER and CONTRACTOR, in consideration of the mutual covenants hereinafter set forth, agree as follows:

Article 1. WORK.

CONTRACTOR shall complete all Work as specified or indicated in the Contract Documents. The Work is generally described as follows:

The work generally includes the furnishing of all labor, materials and equipment for the construction of a new water main and services as shown in the contract plans.

Article 2. ENGINEER.

Engineer: **Halff Associates, Inc.
902 North Sinclair Avenue
Tavares, Florida 32778**

ENGINEER is to act as OWNER's representative, assume all duties and responsibilities and have the rights and authority assigned to ENGINEER in the Contract Documents in connection with completion of the Work in accordance with the Contract Documents.

Article 3. CONTRACT TIMES.

- 3.1 The Work will be substantially completed and finally completed and ready for final payment in accordance with paragraph 14.13 of the General Conditions on or before the following dates:

Substantial Completion - 150 calendar days after the issuance of the Notice to Proceed.

Final Completion - 30 calendar days after the substantial completion date for a total contract time of 180 days.

- 3.2 *Liquidated Damages.* OWNER and CONTRACTOR recognize that time is of the essence of this Agreement and that OWNER will suffer financial loss if the Work is not completed within the times specified in paragraph 3.1 above, plus any extensions thereof allowed in accordance with Article 12 of the General Conditions. They also recognize the delays, expense and difficulties involved in proving the actual loss suffered by OWNER if the Work is not completed on time. Accordingly, instead of requiring any such proof, OWNER and CONTRACTOR agree that as liquidated damages for delay (but not as a penalty) CONTRACTOR shall pay OWNER **One Thousand** dollars (**\$1,000.00**) for each day that expires after the time specified in paragraph 3.1 for Substantial Completion until the Work is substantially complete. After Substantial Completion, if CONTRACTOR shall neglect, refuse or fail to complete the remaining Work within the time specified in paragraph 3.1 for completion and readiness for final payment or any proper extension thereof granted by OWNER, CONTRACTOR shall pay OWNER **One Thousand** dollars (**\$1,000.00**) for each day

that expires after the time specified in paragraph 3.1 for completion and readiness for final payment.

Article 4. CONTRACT PRICE.

OWNER shall pay CONTRACTOR for completion of the Work in accordance with the Contract Documents an amount in current funds equal to the sum of the established unit price for each separately identified item of Unit Price Work times the estimated quantity of the item as indicated on the Bid Form.

STIPULATED SUM CONTRACT:

_____ (use words)
\$ _____ (dollars).

As provided in paragraph 11.9 of the General Conditions estimated quantities are not guaranteed, and determinations of actual quantities and classification are to be made by ENGINEER as provided in paragraph 9.10 of the General Conditions. Unit prices have been computed as provided in paragraph 11.9.2 of the General Conditions.

Article 5. PAYMENT PROCEDURES.

CONTRACTOR shall submit Applications for Payment in accordance with Article 8 of the Supplementary General Conditions. Applications for Payment will be processed by ENGINEER as provided in the Supplementary General Conditions. Payment will be processed as per Florida Statue 218.735 covering timely payment for purchases of constructions services.

- 5.1 Progress Payments; Retainage. OWNER shall make progress payments on account of the Contract Price on the basis of CONTRACTOR's Applications for Payment as recommended by ENGINEER, on or about the 30th day of each month during construction as provided in paragraphs 5.1.1 and 5.1.2. below. All such payments will be measured by the schedule of values established in paragraph 2.9 of the General Conditions (and in the case of Unit Price Work based on the number of units completed) or, in the event there is no schedule of values, as provided in the General Requirements.
- 5.1.1. Prior to Substantial Completion, progress payments will be made in an amount equal to the percentage indicated below, but, in each case, less the aggregate of payments previously made and less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 90 % of Work completed (with the balance being retainage).
90 % (with the balance being retainage) of materials and equipment not incorporated in the Work (but delivered, suitably stored and accompanied by documentation satisfactory to OWNER as provided in paragraph 14.2 of the General Conditions).
- 5.1.2. Upon Substantial Completion, in an amount sufficient to increase total payments to CONTRACTOR to 90 % of the Contract Price (with the balance being retainage), less such amounts as ENGINEER shall determine, or OWNER may withhold, in accordance with paragraph 14.7 of the General Conditions.
- 5.2 Final Payment. Upon final completion and acceptance of the Work in accordance with paragraph 14.13 of the General Conditions, OWNER shall pay the remainder of the Contract Price as recommended by ENGINEER as provided in said paragraph 14.13

Article 6. INTEREST.

All money not paid when due as provided in Article 14 of the General Conditions shall bear interest at the maximum rate allowed by law at the place of the Project.

Article 7. CONTRACTOR'S REPRESENTATIONS.

In order to induce OWNER to enter into this Agreement CONTRACTOR makes the following representations:

- 7.1 CONTRACTOR has examined and carefully studied the Contract Documents (including the Addenda listed in paragraph 8) and the other related data identified in the bidding Documents including "technical data."
- 7.2 CONTRACTOR has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance or furnishing of the Work.
- 7.3 CONTRACTOR is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- 7.4 CONTRACTOR has carefully studied all reports of explorations and tests of subsurface conditions at/or contiguous to the site and all drawings of physical conditions in/or relating to existing surface or subsurface structures at/or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in Paragraph 4.2.1 of the General Conditions. CONTRACTOR accepts the determination of the extent of the "technical data" contained in such reports and drawing upon which CONTRACTOR is entitled to rely as provided in paragraph 4.2 of the General Conditions. CONTRACTOR acknowledges that such reports and drawings are not Contract Documents and may not be complete for CONTRACTOR's purposes. CONTRACTOR acknowledges that OWNER and ENGINEER do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Contract Documents with respect to Underground Facilities at/or contiguous to the site. CONTRACTOR has obtained and carefully studied (or assumes responsibility for having done so) all such additional supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at/or contiguous to the site or otherwise which may affect cost, progress, performance or furnishing of the Work or which relate to any aspect of the means, methods, techniques and procedures of construction to be employed by CONTRACTOR and safety precautions and programs incident thereto. CONTRACTOR does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the performance and furnishing of the Work at the Contract Price, within the Contract Times and in accordance with the other terms and conditions of the Contract Documents.
- 7.5 CONTRACTOR is aware of the general nature of work to be performed by OWNER and others at the site that relates to the Work as indicated in the Contract Documents.
- 7.6 CONTRACTOR has correlated the information known to CONTRACTOR, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examination, investigations, explorations, tests, studies and data with the Contract Documents.
- 7.7 CONTRACTOR has given ENGINEER written notice of all conflicts, errors, ambiguities or discrepancies that CONTRACTOR has discovered in the Contract Documents and the written resolution thereof by ENGINEER is acceptable to CONTRACTOR, and the Contract

Documents are generally sufficient of indicate and convey understanding of all terms and conditions for performance and furnishing of the Work.

Article 8. CONTRACT DOCUMENTS.

The Contract Documents which comprise the entire agreement between OWNER and CONTRACTOR concerning the Work consist of the following:

- 8.1 This Agreement (pages 1 to 8, inclusive).
- 8.2 Exhibits to this Agreement (pages N/A to _____, inclusive).
- 8.3 Performance, Payment, and other Bonds.
- 8.4 Notice to Proceed.
- 8.5 General Conditions (pages 1 to 68, inclusive).
- 8.6 Supplementary Conditions (pages 1 to 15, inclusive).
- 8.7 Specifications bearing the title City of Fruitland Park, Spring Lake Road and consisting of 15 Divisions, as listed in table of contents thereof.
- 8.8 Drawings consisting of 6 sheets with each sheet bearing the following general title: City of Fruitland Park, Spring Lake Road.
- 8.9 Addenda numbers _____ to _____, inclusive.
- 8.10 CONTRACTOR's Bid (pages 00300, 1-8, inclusive)
- 8.11 Documentation submitted by CONTRACTOR prior to Notice of Award (pages N/A to _____, inclusive).
- 8.12 The following which may be delivered or issued after the Effective Date of the Agreement and are not attached hereto: All Written Amendments and other documents amending, modifying or supplementing the Contract Documents pursuant to paragraphs 3.5 and 3.6 of the General Conditions.

The documents listed in paragraphs 8.2 et seq. above are attached to this Agreement (Except as expressly noted otherwise above).

There are no Contract Documents other than those listed above in this Article 13. The Contract Documents may only be amended, modified or supplemented as provided in paragraphs 3.5 and 3.6 of the General Conditions.

Article 9. MISCELLANEOUS.

- 9.1 Terms used in this Agreement which are defined in Article 1 of the General Conditions will have the meanings indicated in the General Conditions.
- 9.2 No assignment by a party hereto of any rights in the Contract Documents will be binding on another party hereto without the written consent of the party sought to be bound; and, specifically but without limitation, moneys that may become due and moneys that are due may not be assigned without such consent (except to the extent that the effect of this restriction may be limited by law), and unless specifically stated to the contrary in any written

consent to an assignment will release or discharge the assignor from any duty or responsibility under the Contract Documents.

- 9.3 OWNER and CONTRACTOR each binds itself, its partner, successors, assigns and legal representatives to the other party hereto, its partners, successors, assigns and legal representatives in respect to all covenants, agreements and obligations contained in the Contract Documents.
- 9.4 Any provision or part of the Contract Documents held to be void or unenforceable under any Law or Regulation shall be deemed stricken, and all remaining provisions shall continue to be valid and binding upon OWNER and CONTRACTOR, who agree that the Contract Documents shall be reformed to replace such stricken provision or part thereof with a valid and enforceable provision that comes as close as possible to expressing the intention of the stricken provision.
- 9.5 OTHER PROVISIONS. All electronic files, audio and/or video recordings, and all papers pertaining to any activity performed by the provider for or on behalf of the City shall be the property of the City and will be turned over to the City upon request. In accordance with Florida "Public Records" law, Chapter 119, Florida Statutes, each file and all papers pertaining to any activities performed for or on behalf of the City are public records available for inspection by any person even if the file or paper resides in the CONSULTANT'S office or facility.

IF THE CONTRACTOR (CONSULTANT) HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO THE CONTRACTOR'S (CONSULTANT'S) DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT 352-360-6790, email to: ecoulson@fruitlandpark.org, 506 West Berckman Street, Fruitland Park, Florida 34731.

IN WITNESS WHEREOF, OWNER and CONTRACTOR have signed this Agreement in quadruplicate One counterpart each has been delivered to OWNER, CONTRACTOR, OWNER's ENGINEER and OWNER's ATTORNEY. All portions of the Contract Documents have been signed, initialed or identified by OWNER and CONTRACTOR or identified by ENGINEER or their behalf.

This Agreement will be effective on _____, _____ (which is the Effective Date of the Agreement).

OWNER: City of Fruitland Park

CONTRACTOR

BY: _____
Title:

BY: _____
Title & Corporate Seal

Attest: _____

Attest: _____

Address for giving notices:

Address for giving notices:

City of Fruitland Park
506 West Berkman Street
Fruitland Park, Florida 34731

Address

Performance Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place of Business):

OWNER (Name and Address):

CONTRACT
Date:
Amount:
Description (Name and Location):

BOND
Date (Not earlier than Contract Date):
Amount:
Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:
(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL
Company: (Corp. Seal)

Signature: _____
Name and Title:

SURETY
Company: (Corp. Seal)

Signature: _____
Name and Title:

EJCDC No. 1910-28-A (1996 Edition)
Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, and the American Institute of Architects.

1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the Owner for the performance of the Contract, which is incorporated herein by reference.
2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided i
3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:
 - 3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and
 - 3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
 - 3.3. The OWNER has agreed to pay the Balance of the Contract Price to:
 - 3.3.1. The Surety in accordance with the terms of the Contract;
 - 3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.
4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:
 - 4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or
 - 4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or
 - 4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or
 - 4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;
 - 4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefor to the OWNER; or
 - 4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefor.
5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on this Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.
6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond, but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:
 - 6.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;
 - 6.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR's Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and
 - 6.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.
7. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on this Bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.
8. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.
9. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.
10. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.
11. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

12. Definitions.

- 12.1 Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR of any amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.
- 12.2. Contract: The agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.
- 12.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.
- 12.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the Contract or to perform and complete or comply with the other terms thereof.

(FOR INFORMATION ONLY--Name, Address and Telephone)

AGENT or BROKER: OWNER'S REPRESENTATIVE (Engineer or other party):

Payment Bond

Any singular reference to Contractor, Surety, Owner or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address):

SURETY (Name and Address of Principal Place
of Business):

OWNER (Name and Address):

CONTRACT

Date:

Amount:

Description (Name and Location):

BOND

Date (Not earlier than Contract Date):

Amount:

Modifications to this Bond Form:

Surety and Contractor, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Payment Bond to be duly executed on its behalf by its authorized officer, agent, or representative.

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

(Attach Power of Attorney)

(Space is provided below for signatures of additional parties, if required.)

CONTRACTOR AS PRINCIPAL

Company: (Corp. Seal)

Signature: _____

Name and Title:

SURETY

Company: (Corp. Seal)

Signature: _____

Name and Title:

EJCDC No. 1910-28-B (1996 Edition)

Originally prepared through the joint efforts of the Surety Association of America, Engineers Joint Contract Documents Committee, the Associated General Contractors of America, the American Institute of Architects, the American Subcontractors Association, and the Associated Specialty Contractors.

**CITY OF FRUITLAND PARK SPRING LAKE ROAD
INVITATION TO BID**

PROJECT NAME: CITY OF FRUITLAND PARK – SPRING LAKE ROAD

HALFF AVO: 043866.098

OWNER/BID NO: CITY OF FRUITLAND PARK/2023-03

LOCATION OF PROJECT:

Location of project will be in the City of Fruitland Park on Spring Lake Road from the abandoned railroad to U.S. 27.

SCOPE OF WORK:

The project generally consists of the installation of water main and services as shown by the contract plans.

DESCRIPTION OF WORK:

The work generally includes the furnishing of all labor, materials and equipment for the construction of a new water main and services as shown in the contract plans.

MANDATORY PRE-BID CONFERENCE:

A mandatory pre-bid conference will be held at the City of Fruitland Park, 506 West Berkman Street Fruitland Park, Florida 34731, on

Monday, August 14, 2023, at 11:00 a.m.

All bidders must be in attendance in order to submit a bid.

RECEIPT OF BIDS:

Sealed bids for the work described herein shall be received until

Monday, September 11, 2023, at 3:00 p.m.

at the City of Fruitland Park, 506 West Berkman Street Fruitland Park, Florida 34731, at which time and place bids will be publicly opened and read aloud. ALL BIDS MUST BE CLEARLY MARKED "SEALED BIDS" AND WHETHER HAND DELIVERED OR MAILED MUST BE AT THE OFFICE OF THE CITY MANAGER, GARY LAVENIA, CITY OF FRUITLAND PARK BEFORE THE ABOVE STATED DEADLINE TO BE CONSIDERED. Please provide one (1) original and two (2) copies of bid.

INFORMATION REGARDING BIDDING MATERIAL, ETC:

These plans and specifications will be available Monday, July 31, 2023, after 1:00 p.m. at the City Hall, at 506 West Berckman Street, Fruitland Park, Florida 34731. Plans and specifications will be electronic and stored on a cd, available for \$5.00 or may be emailed. Please email: Gary LaVenia

glavenia@fruitlandpark.org for the plans and specifications. For review at the City of Fruitland Park, contact Gary LaVenia, City Manager, 506 West Berckman Street, Fruitland Park, Florida 34731, phone: (352) 360-6727; e-mail: glavenia@fruitlandpark.org. All request for further information should also be addressed to Brett Tobias, Project Engineer, HALFF, btobias@besandh.com.

BIDDER CERTIFICATION

"I, the undersigned, certify that I have received all addenda. I understand that timely commencement/delivery may be considered in award of bid, and that cancellation of bid/award will be considered if commencement/delivery time is not met, and that untimely delivery may be cause for assessment of liquidated damages claims. I certify that the equipment or products meet or exceed the Specifications, and that the undersigned declares that I have carefully examined any and all plans, blueprints, specifications, terms and conditions as applicable for this bid, and that I am thoroughly familiar with all provisions, and the quality and type of coverage specified and bid herein. I certify that neither the entity submitting this sworn statement, nor any officers, directors, executives, partners, shareholders, employees, members or agents who are active in the management of the entity, nor an affiliate of the entity has been charged with and convicted of a public entity crime subsequent to July 1, 1989. I further declare that I have not divulged, discussed or compared this bid with any other bidders and have not colluded with any other bidders or parties to a bid proposal whatsoever for any fraudulent purpose."

Signature Tarrah Walker Date Signed September 11, 2023

Printed Name Tarrah Walker Title Vice President

Title _____ Telephone Number (352) 629-1466

Company Art Walker Construction, Inc. Fax Number () _____

Address PO Box 267 City/State Lowell, FL Zip 32663

Email office@artwalkerconstruction.com

DRUG FREE WORKPLACE CERTIFICATE

I, the undersigned, in accordance with Florida Statute 287.087, hereby certify that,
Art Walker Construction, Inc.

(Print or Type Name of Firm)

- ◆ Publishes a written statement notifying that the unlawful manufacture, distribution, dispensing, possession or use of a controlled substance is prohibited in the workplace named above, and specifying actions that will be taken against violations of such prohibition.
- ◆ Informs employees about the dangers of drug abuse in the workplace, the firm's policy of maintaining a drug free working environment, and available drug counseling, rehabilitation, and employee assistance programs, and the penalties that may be imposed upon employees for drug use violations.
- ◆ Gives each employee engaged in providing commodities or contractual services that are under bid or proposal, a copy of the statement specified above.
- ◆ Notifies the employees that as a condition of working on the commodities or contractual services that are under bid or proposal, the employee will abide by the terms of the statement and will notify the employer of any conviction of, plea of guilty or nolo contendere to, any violation of Chapter 1893, or of any controlled substance law of the State of Florida or the United States, for a violation occurring in the work place, no later than five (5) days after such conviction, and requires employees to sign copies of such written (*) statement to acknowledge their receipt.
- ◆ Imposes a sanction on, or requires the satisfactory participation in, a drug abuse assistance or rehabilitation program, if such is available in the employee's community, by any employee who is so convicted.
- ◆ Makes a good faith effort to continue to maintain a drug free workplace through the implementation of the drug free workplace program.

"As a person authorized to sign this statement, I certify that the above-named business, firm or corporation complies fully with the requirements set forth herein."

Tarah Walker

Authorized Signature Tarrah Walker,
Vice President

September 11, 2023

Date Signed

State of: Florida

County of: Marion

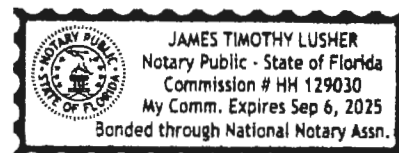
Sworn to and subscribed before me this 11th day of September, 2023

Personally known X or Produced Identification _____

(Specify Type of Identification)

James Timothy Lusher
Signature of Notary

My Commission Expires 9/06/25



END OF DOCUMENT

**SECTION 00300
BID FORM**

DATE SUBMITTED: September 11, 2023

PROJECT IDENTIFICATION: **CITY OF FRUITLAND PARK
SPRING LAKE ROAD
CITY OF FRUITLAND PARK BID NO. 2023-03**

NAME OF BIDDER: Art Walker Construction, Inc.

BUSINESS ADDRESS: PO Box 267

Lowell, FL 32663

Telephone Number: 352-629-1466

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1522857

THIS BID IS SUBMITTED TO: **Gary LaVenja
City Manager
CITY OF FRUITLAND PARK
506 West Berkman Street
Fruitland Park, FL 34731**

1. The undersigned Bidder proposes and agrees, if this Bid is accepted, to enter into an agreement with Owner in the form included in the Contract Documents to perform and furnish all Work as specified or indicated in the Contract Documents for the Bid Price and within the Bid Times indicated in this Bid and in accordance with the other terms and conditions of the Contract Documents.
2. Bidder accepts all of the terms and conditions of the Advertisement or Invitation to Bid and Instructions to Bidders, including without limitation those dealing with the disposition of Bid security. This Bid will remain subject to acceptance for ninety (90) days after the day of Bid opening. Bidder will sign and deliver the required number of counterparts of the Agreement with the Bonds and other documents required by the Bidding Requirements within ten (10) days after the date of Owner's Notice of Award.
3. In submitting this Bid, Bidder makes all representations required by the Instructions to Bidders and further warrants and represents that:
 - (a) Bidder has examined and carefully studied the Bidding Documents and the following Addenda receipt of which is hereby acknowledged:

No. <u>1</u>	Dated <u>9/5/23</u>	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____
No. _____	Dated _____	No. _____	Dated _____

NAME OF BIDDER: Art Walker Construction, Inc.

- (b) Bidder has visited the site and become familiar with and is satisfied as to the general, local and site conditions that may affect cost, progress, performance and furnishing of the Work;
- (c) Bidder is familiar with and is satisfied as to all federal, state and local Laws and Regulations that may affect cost, progress, performance and furnishing of the Work.
- (d) Bidder has carefully studied all reports of explorations and tests of subsurface conditions at or contiguous to the site and all drawings of physical conditions in or relating to existing surface or subsurface structures at or contiguous to the site (except Underground Facilities) which have been identified in the Supplementary Conditions as provided in the General Conditions. Bidder accepts the determinations set forth in the Supplementary Conditions of the extent of the "technical data" contained in such reports and drawings upon which Bidder is entitled to rely as provided in the General Conditions. Bidder acknowledges that such reports and drawings are not Contract Documents and may not be complete for Bidder's purposes. Bidder acknowledges that Owner and Engineer do not assume responsibility for the accuracy or completeness of information and data shown or indicated in the Bidding Documents with respect to Underground Facilities at or contiguous to the site. Bidder has obtained and carefully studied (or assumes responsibility for having done so) all such additional or supplementary examinations, investigations, explorations, tests, studies and data concerning conditions (surface, subsurface and Underground Facilities) at or contiguous to the site or otherwise which may affect cost progress, performance of furnishing of the Work or which relate to any aspect of the means, methods, techniques, sequences and procedures of construction to be employed by Bidder and safety precautions and programs incident thereto. Bidder does not consider that any additional examinations, investigations, explorations, tests, studies or data are necessary for the determination of this Bid for performance and furnishing of the Work in accordance with the times, price and other terms and conditions of the Contract Documents.
- (e) Bidder is aware of the general nature of Work to be performed by Owner and others at the site that relates to Work for which this Bid is submitted as indicated in the Contract Documents.
- (f) Bidder has correlated the information known to Bidder, information and observations obtained from visits to the site, reports and drawings identified in the Contract Documents and all additional examinations, investigations, explorations, tests, studies and data with the Contract Documents.
- (g) Bidder has given City Engineer written notice of all conflicts, errors, ambiguities or discrepancies that Bidder has discovered in the Contract Documents and the written resolution thereof by Engineer is acceptable to Bidder, and the Contract Documents are generally sufficient to indicate and convey understanding of all terms and conditions for performing and furnishing the Work for which this Bid is submitted.
- (h) This Bid is genuine and not made in the interest of or on behalf of any undisclosed person, firm or corporation and is not submitted in conformity with any agreement or rules of any group, association, organization or corporation; Bidder has not directly or indirectly induced or solicited any other Bidder to submit a false or sham Bid; Bidder has not solicited or induced any person, firm or corporation to refrain from bidding; and Bidder has not sought by collusion to obtain for itself any advantage over any other Bidder or over Owner.

**City of Fruitland Park
Spring Lake Road
Schedule of Unit Prices**

4. Bidder submits the following lump sum/unit prices to perform all the work as required by the Drawings and Specification.

Item #	Description	Quantity	Unit	Unit Price	Amount
1	Mobilization/Demobilization	1	LS	\$ 61,820.00	\$ 61,820.00
2	Maintenance of Traffic	1	LS	\$ 26,950.00	\$ 26,950.00
3	Survey/As-builts	1	LS	\$ 3,300.00	\$ 3,300.00
4	Site Demo	1	LS	\$ 3,740.00	\$ 3,740.00
5	Silt Fence	600	LF	\$ 2.75	\$ 1,650.00
6	Signage	1	LS	\$ 825.00	\$ 825.00
7	Earthwork/Fill	1	LS	\$ 5,500.00	\$ 5,500.00
8	Sod	1866	SY	\$ 7.25	\$ 13,528.50
9	Repair Existing	1	LS	\$ 10,600.00	\$ 10,600.00
10	Testing 1	1	LS	\$ 2,200.00	\$ 2,200.00
11	Testing 2	1	LS	\$ 2,310.00	\$ 2,310.00
12	Watermain Fittings	1	LS	\$ 6,650.50	\$ 6,650.50
13	1" Poly water service	99	LF	\$ 66.00	\$ 6,534.00
14	8" Watermain Cap	1	EA	\$ 470.00	\$ 470.00
15	16" Butter Fly Valve	3	EA	\$ 4,670.00	\$ 14,010.00
16	Temporary Jumper Connection	1	EA	\$ 3,415.00	\$ 3,415.00
17	16" PVC Watermain	560	LF	\$ 160.00	\$ 89,600.00
18	16" ARV	1	EA	\$ 17,540.00	\$ 17,540.00
19	Connect to Existing	2	EA	\$ 6,800.00	\$ 13,600.00
20	Tree Removal	1	EA	\$ 11,550.00	\$ 11,550.00
Subtotal					\$ 295,793.00
110% Payment & Performance Bond					\$ 3,500.00
Total Price					\$ 299,293.00

TOTAL BASE BID PRICE for the contract sum (Sum of items 1-18 and Bond)

Two Hundred Ninety-Nine Thousand Two Hundred
Ninety-Three Dollars & Zero Cents

(In Words)

\$

299,293.00

(In Figures)

NAME OF BIDDER: Art Walker Construction, Inc.

All Bid items shall include all materials, equipment, labor, permit fees, taxes, tests, miscellaneous costs of all types, overhead, and profit for the item to be complete, in place, and ready for operation in the manner contemplated by the Contract Documents.

Unit Prices have been computed in accordance with Article 11 of the General Conditions. Bidder acknowledges that quantities are not guaranteed and final payment will be based on actual quantities determined as provided in the Contract Documents.

4. The following documents are attached to and made a condition of this Bid:

- (a) Bid Security (surety bond or cashier's check).
- (b) Power of Attorney (for surety bond only).
- (c) Questionnaire (Bidding Documents, Section 00301).
- (d) Subcontractor Listing (Bidding Documents, Section 00301-A).
- (e) Corporate authority to execute Bid (any corporate employee other than president or vice president, Section 00420).
- (f) Noncollusion Affidavit (Bidding Documents, Section 00480).
- (g) Trench Safety Affidavit (Bidding Documents, Section 00490).
- (h) A separate sheet or sheets, clearly identified and numbered, of exceptions or deviations from the Specifications.
- (i) Bidder Certification (Bidding Documents, Section 00020)
- (j) Drug Free Work Place Certificate (Bidding Documents, Section 00020)
- (k) Certificate of Insurability

5. The terms used in this Bid, which are defined in Article 1 of the General Conditions shall have the meanings assigned to them in the General Conditions as amended by the Supplementary Conditions.

6. Bidder accepts the provisions of the Agreement as to liquidated damages in the event of failure to complete the Work within the times specified in the Agreement.

The Work shall be performed under a Florida Contractor's License. Contract shall not be awarded unless proof of valid license(s) is provided.

NAME OF BIDDER: Art Walker Construction, Inc.

A CORPORATION

Art Walker Construction, Inc.

(Corporation Name)

(SEAL)

Florida

(State of Incorporation)

BY Tarrah Walker

(Name of Person Authorized to Sign)

Vice President

(Title)

Tarrah Walker

(Authorized Signature)

(CORPORATE SEAL)

ATTEST

Christine Walker

Christine Walker

(Secretary)

Doing Business as: _____

Business Address: PO Box 267 Lowell, FL 32663

Telephone No.: 352-629-1466

Corporation President Arthur Walker

Florida License No.: CGC1522857

NAME OF BIDDER: _____

A JOINT VENTURE

By _____ (SEAL)
(Name)

By _____
(Address)

By _____ (SEAL)
(Name)

By _____
(Address)

Doing Business as: _____

Business Address: _____

Telephone No.: _____

Florida License No.: _____

(Each joint venturer must sign. The manner of signing for each individual, partnership, and corporation that is a party to the joint venture should be in the manner indicated above).

7. List the following in connection with the Surety which is providing the Bid Bond. Surety's Name:
Surety's Address:

Surety's Name: Fidelity and Deposit Company of Maryland

Surety's Address: 1299 Zurich Way

Schaumburg, IL 60196

Name and address of Surety's resident agent for service of process in Florida:

Johnson and Company

PO Drawer 672 Orlando, FL 32802

END OF SECTION

**SECTION 00301
QUESTIONNAIRE**

DATE September 11, 2023

PROJECT IDENTIFICATION:

City of Fruitland Park – Spring Lake Road

NAME OF BIDDER: Art Walker Construction, Inc.

BUSINESS ADDRESS: PO Box 267 Lowell, FL 32663

TELEPHONE NO.: 352-629-1466

CONTRACTOR'S FLORIDA LICENSE NO.: CGC1522857

The undersigned warrants the truth and accuracy of all statements and answers herein contained.
Include additional sheets if necessary.

1. How many years has your organization been in business as a General Contractor?
35
2. Describe and give the date and owner of the last project that you have completed similar in type, size, and nature as the one proposed?
CR 44A Water Main Extension / 2023 / Sumter County Board of County Commissioners
Installation of approx. 5,000' 12" water main by conventional methods, 250' of 12" water main
by directional drill and all associated restoration.
3. Have you ever failed to complete work awarded to you? If so, where and why?
No.
4. Name three (3) municipalities for which you have performed work and to which you refer:
Marion County Board of County Commissioners
Town of Interlachen
Citrus County Board of County Commissioners
5. Have you personally inspected the site of the proposed Work? Describe any anticipated problems with the site and your proposed solutions?
Yes and there are no anticipated problems with the site.

6. Will you Subcontract any part of this Work? If so, describe which portions:

Barricade rental, surveying, sod, geo-tetsing and tree removal

7. What equipment do you own that is available for the Work?

See Attached.

8. What equipment will you purchase for the Work?

None.

9. What equipment will you rent for the Work?

None.

10. The following is given as a summary of the Financial Statement of the undersigned: (List Assets and Liabilities and use insert sheet if necessary).

Audited financial statement can be provided upon request.

11. State the true and exact, correct, and complete name under which you do business. Bidder is:

Art Walker Construction, Inc.

END OF SECTION

ART WALKER CONSTRUCTION, INC.

EQUIPMENT LIST

AWC No.	Year	Model	Make	Serial Number
7	1985	Tractor	Peterbuilt	1XP9D29X2FN188344
101		503	Gallion Motor Grader	503A5753
102		112F	CAT Motor Grader	89J01763
103		120G	CAT Motor Grader	87V06632
104		130G	CAT Motor Grader	74V01665
105		12G-1	CAT Motor Grader	61M13930
106		12G-2	CAT Motor Grader	61M15839
107		GD530A-2C	Komatsu Motor Grader	202861
108		555GD	Komatsu Motor Grader	51030
109		555GD	Komatsu Motor Grader	51042-L499
110		GD530A-2C	Komatsu Motor Grader	203019
111		A450E	Dresser Grader	11967
112		GD530A-2C	Komatsu Motor Grader	210178
113		GD655	Komatsu Motor Grader	16GB46-S/N60036
191	1995	LN8000	Ford Vac-Con Truck	1FDYR82E4TVA04412
200		WB140-2	Komatsu Backhoe/Loader	F11089
201		JD330C	John Deere Excavator	FF330CX082959
202		780D	Case Backhoe/Loader	JJG0071656
203		PC200LC-3	Komatsu Excavator	37358
204		PC200LC-6	Komatsu Excavator	A82059
205		PC200LC-6	Komatsu Excavator	A83718
206		EX200LC5	Hitachi Excavator	14M86816
207		M318	CAT Rubber Tire Excavator	8AL00442
208		WB140	Komatsu Backhoe/Loader Comb.	A2487
209		PC200LC-8	Komatsu Excavator	C60446
210		M318	CAT Rubber Tire Excavator	8AL000996
211		304E-CR	CAT Mini Excavator	TTN00536
212		15NX2	I.H.I Mini Excavator	W002352
213		350D	John Deere Excavator	FF350DX806073
214		308E	CAT Mini Excavator	FJX00840
215		PC88MR-8	Komatsu Mini Excavator	K5526
231		300-5	Komatsu Excavator	A70869
232		5800	Linkbelt Excavator	LE316-4743
233		PC50-2 (6MB26-A)	Komatsu Mini Excavator	7523C
234		306ECR	CAT Skid Steer	00306A6G601372
300		G25UH3S	CAT Olympian Generator	NGZ00485
301		3000	Ford Tractor	C324521

AWC No.	Year	Model	Make	Serial Number
302		160	I.R. Compressor	
303		801	Ford Tractor with Broom	801
304		P20	Bros. Broom with Perkins Engine	P202502
305		DT80C	Superior Broom	804164
306		R400-1	Revinius Trencher with Lambordina Engine	4C95249
307		RW100	Blaw Know Road Widener	0921-019
308		MT285	4WD Challenger Tractor	JCM60402
309		296	Mo-Bark Chipper with Cummings Engine	
310			Rock Crusher (Portable) with UD 282 I.H. Engine	829
311		1987	Pit Burner w/6.354 Perkins Engine	3P0845
312		R400C	Hydraulic Trench Loader	4C00254
313		RC350	Broce Broom	88895
314			Extec Screen Mobile	5571
315		769	CAT Dump Truck	
316		1216	Windrow Dirt Loader	8640-1
317		KOH CUB	48" Lawnmower	STC48A20CV
318		D250D	CAT Dump Truck	6NG00342
319		2950	John Deere Tractor	L029506499230
320			Hay Crimper	
321		114-5504	Grain Drill	H2-29537EWP
322		2554	Haybuster	CJ042854
323		Swp-Pro	Rosco Sweep Pro Broom	482041596
324			Light Plant	
325		KR350	Broce Broom	409764
326		DT80C	Superior Broom	
327		RW100	Midland Road Widener	116-SMSP
328		2181	Blaw Knowx Paver	218101-31
329		2155	John Deere Tractor	L02155G686189
330		1997 Chev	Clean-Out Truck	C49C19V167939
331		2155	John Deere Tractor	L02155G686189
332		1450	John Deere Tractor	4H1450001958
333		2006	RT40 Ditch Witch	CMWRT40XV6000001211
334		JD380-D	JD Fork Lift	189873T
335		25DB	Cat Truck	25DB7202
336		25DB	Cat Truck	1HK340
337		PF3200	Blaw Knox Paver	32000-5-07
338		DT80C	Superior Broom	804163
339			Fork Lift	9A64994
340		8640	John Deere	8640N-5646A
341			Texas Sod Cutter	
342		7410	John Deere	
343		5510	John Deere	
344		7410	John Deere Tractor	RW7410HO11594
345		JD300	John Deere Haul Truck	
401		D7	Cat Dozer	16370
402		450G	John Deere Dozer	T0450GW807554
403		D31P-18A	Komatsu Dozer	44728
404		D31P-18A	Komatsu Dozer	44732
405		D41P-6	Komatsu Dozer	B21497
406		D-6-C	Cat Dozer	76A5684

407		D39PX	Komatsu Dozer	21A1557
AWC				
No.	Year	Model	Make	Serial Number
408		D7F	Cat Dozer	94N06579
409		JD650K	John Deere Dozer	1T0650KXLDE250066
410		D6M	Cat Dozer	4JN00719
500		SS-250	CAT Soil Stabilizer	6DD0049
501		LSPRM-8	Bros. Mixer with Det. 6110 Engine	4063
502		RR250	CAT Road Reclaimer	6ED00395
503		RR250	CAT Road Reclaimer	6ED00272
504		752	Case Double Drum Roller	840117913
505		Ingram	3 Wheel Roller Detroit Eng.	516645EBS
506		Gallion	3 Wheel Roller Detroit Eng.	CHD44061
507		CS563	CAT Single Drum Roller	8XF0373
508		SD100D	I.R. Single Drum Roller (Sheepsfoot)	142320
509		PT125R	I.R. Traffic Roller	6134-SDD
510		DA50	I.R. Double Drum Asphalt Roller	5080S
511		SD100D	I.R. Single Drum Roller	30273
512		CS563	CAT Single Drum Roller	4KN00206
513		C340B	Split Drum Hyster Roller	B146C2280G
514		ST-60	I.R. Double Steel Roller	5162DBF
515		ROSCOE-33	Pneumatic Traffic Roller	34666
516		PM563	CAT Planer (Milling Machine)	3TK00072
517		RX500-4	RoadTec Milling Machine	79267137
518		DD110	I.R. Double Steel Roller	160210
519		DD24	I.R. Double Steel Roller	166800
520		BG240B	CAT Paver	7RL00845
521		RP190	RoadTec Paver	
522		125	Crack Sealing Super Shot Melter	1C95V122721418241
523		SD100D	Ingersol Rand Roller	140126
524		MTV-1000D-114	Roadtec Transfer Machine	JSC05120
525		530A	Hyster Traffic Roller	4461T
526		530A	Hyster Traffic Roller	4274R
527		DD-110	Ingersol Rand Roller	170421
528		DD-110	Ingersol Rand Roller	154940
529			Power Box Paver	
530			Rome Disc	
531		SD100D	SD100D TF Series I.R. Roller	182313
532			Terex Roller	TV1200-1
533			Sod Layer	
534		T190	Bobcat Skidsteer	519311791
535		RP190-E	New RoadTec Paver	RP190E-4038
536		JB329E	John Deere Skidsteer	1FTZR15U7WPA78497
537		2890	CAT Skidsteer	0289DKTAW00840
538		5700	Curb Machine	120300
540		ASV	RC100 Skidsteer	RSD00991
541		HD + 120W H-184	Hamm Asphalt Roller	H1840812
542		HD + 120W H-184	Hamm Asphalt Roller	H1840812
543		259D	CAT Skidsteer	0259DVFTL14692

544		199D	CAT Skidsteer	0299DHFD202383
545		Tru-Pac 915	Rosco Traffic Roller	89457066 S/N188287
AWC				
No.	Year	Model	Make	Serial Number
546		257D	CAT Skidsteer	0257DEEZ2602846
601		613	CAT Self Loading Pan	38W07594
602		613	CAT Self Loading Pan	61F1842
603		613	CAT Self Loading Pan	38W07549
604		613BWW	CAT Water Wagon	38W04445
605		613-B	CAT Self Loading Pan	38W6480
75		F-150	Ford	
722	2008	Ranger	Ford Ranger	1FTYR10D78PA35431
723	2001	F-350	Ford Super Duty	1FWW33F62E515654
724	1995	2500 GMC	GMC Pickup Truck	1GTGK29K2SE547057
725	2004	Avalanche	Chevy Truck 1500	3GNEK12T84G223814
726	2008	F-350 6.4	Ford Super Duty	1FTWX31R08EA53557
727	2003	F-350 6.4	Ford Super Duty 7.3	1FTNX21L73ED82038
728	2003	1500 Z71	Chevy Silverado	1GCEK19T231392751
729	1996	F250 5.7	Ford Pickup Truck	1FTHF25H25AEB7630
730	2008	F150	White Ford Truck	1FDJF3718EKA15150
731	1995	F250 XL 5.7	Ford Pickup Truck	1FTHF25H25EA82637
732	1999	F450 7.3	Ford Powerstroke	1FDXF46F9XED78472
733	1994	F350 XLT 7.3	Ford Pickup Truck	1FTJW36M3REA21438
734	2009	F250 6.4	6.4 Powerstroke	1FTSW21RX9EA75272
735	2000	3500 6.5	Chevy Pickup Dually	1GCHC33F9YF452713
736	2014	F350 6.7	Ford Powerstroke 6.7	1FD8W3HT4EEB24361
737	2000	3500 6.5	GMC Truck	1GDKC34F2YF420248
738	2003	2500HD	Chevy Silverado Truck	1GCHC29U93E274607
739	2005	Chevy 1500	Chevy Silverado Truck	2GCEK13T051131047
740		Homemade	3 Axle Trailer	
741		200 AMP	Lincoln Welder with Continental Engine	5A200F163
742	2000	3500	GMC Pickup Truck	1GCMK39F7Y434026
743	2020	3500	GMC Truck	1GTHK33FX9F456675
744	2017	F350 6.7	Ford Super Duty	1FD8W3HT8HEC41574
745	2008	F450 6.4	Ford Super Duty	1FTXW43R88EE16956
746	2014	F250 6.7	Ford Super Duty	1FT7W2BT2EEB73786
747	2009	F250 6.4	Ford Super Duty	1FTSW2BR5AEA91432
748	2020	Ford	Ford Edge	2FMPK4AP5LBA53738
749	2017	F250 6.7	Ford Van Super Duty	1FT7W2BTXHEF31754
750	1995	F350 XL 5.8	Ford Truck	1FBSS31L0XHC02933
751	1992	F150	Ford Truck	1FTEF141V4NNB1506
752	1994	F-350	Ford Truck	2FTJW35K8RCA02891
753	1995		Ford Truck	1FTEF15X25NA33483
754		F150	1993 Ford Truck	W426054440300
760	1954		Ford Truck	C7025H54292
770	2003	F-250	Ford Truck	1FTNX21L73ED82038
771		F-150	Ford Truck	1FTDF15Y6NNA01765

772	2000	ROSCOMAX	Freightliner Prime Truck	1FY6HJAA4YH27970
773	1995		Western Star Fuel Truck	2WKPDCHXSK939840
774		F150	White Ford Truck	
AWC				
No.	Year	Model	Make	Serial Number
775		F150	White Ford Truck	
776		F150	White Ford Truck	
777	1988		Red Petebilt Tractor	1XPBD89X7JN254347
778	1984	F8000	Ford Prime Truck	1FDXK8746EVA39567
779		F-600	Ford Tilt Bed & Water Tank	
780		2000D	Sand Truck	417240G234082
784			Yellow Mack Truck	R612ST3388
785			Ford Tack Truck	CCR628V112298
786			Semi Dump Trailer	
787			Semi Dump Trailer	
788			Semi Water Trailer (6000)	
789			Semi Water Trailer (3000)	
790	1989		White Mack Water Truck	1M2P198C4KW005843
791			Freight Liner	1FUPCSZB2XLA21379
792	2013	CT 6605	Cat Dump Truck	3HTJGKTXEN027881
793	2013	CT 6605	Cat Dump Truck	3HTJGKTXEN027877
794	2013	CT 6605	Cat Dump Truck	3HTJGKTXEN027878
795	1985	IH51600	Prime Truck	1HTLAHEMOFHA12461
796	1997	Dump	Western Star Tri-axle Dump with 3306 Engine	2WLNCCBE7VK946445
797	2000	Dump	Mack Dump Truck	1M2P267C91M057461
798	1998	Dump	Western Star Tri-axle Dump 3406 Engine	2WLNCCCF9WK953292
799	1998	Dump	Western Star Tri-axle Dump 3406 Engine	2WLNCCCFXWR953334
800	2002	Dump	Mack	1MTP267C72M062238
801	1994	Dump	Western Star Dump Truck	2WKPDCHF8RK933608
802	1994	Tractor	Western Star Tractor	2WKPDCHX35K936438
803	1985	IH51700	Sand Spreader Truck	1HTLCHYN7EHA66563
804	2000	Dump	Western Star Dump Truck-Mini Wheeler	2WLPC2GXK960368
805	2001	GMC	Fuel Truck	TCE675V561518
806	1990	Dump	Western Star Tri-axle Dump with 3306 Engine	2WLNCCBE6CK927740
807	2015	Dump	Mack Truck Eng. MP 7	G140825002
808	2016	Dump	Freight Liner Dump Truck	3ALSGND6XGDHL8378
809	2016	Dump	Freight Liner Dump Truck	3AKNGND19GDHC7941
810	1995		Ford Dually	2FTJW35R8RCA02891
811	2007	1500	Chevrolet Silverado	1GCEC19X17Z123105
813		Dump	Kenworth Dump Truck	1NKDXAOX1TJ717889
814	1999		E-350	1FB5531L0XHB77063
815	1989	51900	International Crew Truck	1HTLDZ3N9KH654418
816	1990	T600A	Kenworth Lowboy	1XKADB9X2LJ550100
817	1994	F350	Ford Dually	1FTJM35K1REA16139
818			Peterbilt	
819	1999		Freight Liner	1FUPCSZB2XLA21376
820	1985	Service	Int. Service Truck	1HTLDUXP7FHA46792
821	1988		Water Truck	2M2E149C8JC001118
828	2004	Tacoma	Toyota Pickup	5TEPM62N14Z456481
829	2004	Tacoma	Toyota Pickup	5TEPM62N24Z457932
831	2000	K3500	Trail King	1TKA0482XWM032949
832	2000	2500HD	Great Dane Model GP542	316916
833		WT25	Phelan	3667
834	1995	ENTYRE	Blackhawk Q25613	1E9622201SE111191

835	2000	3500HD	GMC Pickup Truck	1GDKC34F2YF420248
836	2000	K3500	Chevrolet 4x4 Truck	1GBJK34FSYF496943
837	2008	2500HD	GMC Sierra	1GTHK23658F104470
838	2011	F250	Ford Superduty	1FT7W2BT1BEA04533
AWC				
No.	Year	Model	Make	Serial Number
839	2000	C2500	Chevy Pickup Truck	1GCGC23R6YF479108
	1989		International Crew Cab	1HTDZ3N9KH654418
	2003	F150	Ford Pickup Truck	1FTRW08L43KA64085
	2004	Tacoma	Toyota Pickup Truck	5TEPM62N24Z457932
	2004	Tacoma	Toyota Pickup Truck	5TEPM62N24Z456481
	2004	Tacoma	Toyota Pickup Truck	5TENM92NX4Z456567
	2003	Silverado	Chevrolet Pickup Truck	2GCEK19T231392751
	2001	Silverado	Chevrolet Pickup Truck	1GBJK34111F200228
	2000	K3500	Chevrolet Pickup Truck	1GBJK34F5YF496943
	2000	C2500	Chevrolet Pickup Truck	1GCGC23R6YF479108
	2005	Silverado	Chevrolet Pickup Truck	2GCEK13T051131047
	1988	Water	Mack Truck	2M2E149C8Jc001118
	1985	Dump	Peterbuilt Truck	1XP9D29X2FN188344
	1996	Dump	Kenworth Truck	1NKDXA0X1TJ717889
	1986	Corvette	Chevrolet	1G1YY6788G5902802
	2014	MKX	Lincoln	2LMDJ6JKXEBL07117
	1994		Ford Pickup Truck	1FTJW35K8REA45413
	1998	Ranger	Ford Pickup Truck	1FTZR15U7WPA78497
	1994	F350	Ford Pickup Truck	1FTJW36M3REA21438
	2000	F150	Ford Pickup Truck	1FTRX17L8YNA06734
	2009	F250	Ford Pickup Truck	1FTSW21RX9EA75272
	1995		GMC Pickup Truck	1GTGK29K2SE547057
901		938G	CAT Loader	6JK01072
902		950B	CAT Loader	31K2447
903		928F	CAT Loader	2XL00878
904		950F	CAT Loader	72F01167
905		950F	CAT Loader	83K01930
906		WA-180	Komatsu Loader	A76374
907		WA-180	Komatsu Loader	A70545
908		WA-250	Komatsu Loader and Root Rake	A65292
909		928F	CAT Loader	2XL00953
910		WA-380	Komatsu Loader	A51524
911		950B	CAT Loader	81J07056
912		WA250-36	Komatsu Loader	A70326

SECTION 00301-A
SUBCONTRACTOR LISTING

List all proposed Subcontractors to be used for this Project.

Firm Name: Bob's Barricades, Inc.
Address: 921 Shotgun Rd. Sunrise, FL 33326
Telephone No: (800) 432 - 5031
Trade: Barricade Rental Estimated Dollar Amount: \$2,500.00

Firm Name: Thomas LaSenna Land Surveying
Address: 6740 SE 110th St. Belleview, FL 34420
Telephone No: (352) 266 - 3314
Trade: Surveying Estimated Dollar Amount: \$5,000.00

Firm Name: Scherer Quality Farms
Address: 17791 SE 80th St. Morriston, FL 32668
Telephone No: (352) 489 - 1059
Trade: Sod Estimated Dollar Amount: \$3,570.00

Firm Name: Central Testing, Inc.
Address: 5400 S. Florida Ave. Inverness, FL 34450
Telephone No: (352) 622 - 1186
Trade: Geo-Testing Estimated Dollar Amount: \$1,960.00

Firm Name: Cordwin Custom Sawmill
Address: PO Box 691 Fairfield, FL 32634
Telephone No: (352) 591 - 3642
Trade: Tree Removal Estimated Dollar Amount: \$8,435.00

Firm Name: _____
Address: _____
Telephone No: () -
Trade: _____ Estimated Dollar Amount: \$

Firm Name: _____
Address: _____
Telephone No: () -
Trade: _____ Estimated Dollar Amount: \$

END OF SECTION

SECTION 00410
BID BOND

KNOW ALL MEN BY THESE PRESENTS, that we, the undersigned, Art Walker Construction, Inc.
as Principal, and Fidelity and Deposit Company of Maryland
as Surety, are hereby held and firmly bound unto the CITY OF FRUITLAND PARK, as Owner in the
penal sum of, (five percent (5%) of the Contract Bid) _____ for the payment of
which, well and truly to be made, we hereby jointly and severally bind ourselves, successors and
assigns to pay Owner upon default of Bidder the penal sum set forth on the face of this Bond.

Signed, this 11th day of September, 2023.

The condition of the above obligation is such that whereas the Principal has submitted to CITY OF FRUITLAND PARK, a certain Bid, attached hereto and hereby made a part hereof, to enter into a contract in writing, for the **City of Fruitland Park – Spring Lake Road**.

NOW THEREFORE,

1. Default of Bidder shall occur upon the failure of Bidder to deliver within the time required by the Bidding Documents the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents.
2. This obligation shall be null and void if:
 - 2.1 Owner accepts Bidder's bid and Bidder delivers within the time required by the Bidding Documents (or any extension thereof agreed to in writing by Owner) the executed Agreement required by the Bidding Documents and any performance and payment bonds required by the Bidding Documents and Contract Documents, or
 - 2.2 All bids are rejected by Owner, or
 - 2.3 Owner fails to issue a notice of award to Bidder within the time specified in the Bidding Documents (or any extension thereof agreed to in writing by Bidder and, if applicable, consented to by Surety when required by paragraph 5 hereof).
3. Payment under this Bond will be due and payable upon default of Bidder and within thirty (30) calendar days after receipt of Bidder and Surety of written notice of default from Owner which notice will be given with reasonable promptness, identifying this Bond and the Project and including a statement of the amount due.
4. Surety waives notice of any and all defenses based on or arising out of any time extension to issue notice of award agreed to in writing by Owner and Bidder, provided that the time for issuing notice of award including extensions shall not in the aggregate exceed one hundred twenty (120) days from Bid Due without Surety's written consent.
5. No suit or action shall be commenced under this Bond prior to thirty (30) calendar days after the notice of default required in paragraph 3 above is received by Bidder and Surety, and in no case later than one year after Bid Due Date.
6. Any suit or action under this Bond shall be commenced only in a court of competent jurisdiction located in the state in which the Project is located.

7. Notice required hereunder shall be in writing and sent to Bidder and Surety at their respective addresses shown on the face of this Bond. Such notices may be sent by personal delivery, commercial courier or by United States Registered or Certified Mail, return receipt requested, postage pre-paid, and shall be deemed to be effective upon receipt by the part concerned.
8. Surety shall cause to be attached to this Bond a current and effective Power of Attorney evidencing the authority of the officer, agent or representative who executed this Bond on behalf of Surety to execute, seal and deliver such Bond and bind the Surety thereby.
9. This Bond is intended to conform to all applicable statutory requirements. Any applicable requirement of any applicable statute that has been omitted from this Bond shall be deemed to be included herein as if set forth at length. If any provision of the Bond conflicts with any applicable provision of any applicable statute, then the provision of said statute shall govern and the remainder of the Bond that is not in conflict therewith shall continue in full force and effect.
10. The term 'bid' as used herein includes a bid, offer or proposal as applicable.

IN WITNESS WHEREOF, the Principal and the Surety have hereunto set their hands and seals, and such of them as are corporations have caused their corporate seals to be hereto affixed and these presents to be signed by their proper officers, the day and year first set forth above.

Principal (Print Full Name):

Art Walker Construction, Inc.

By: Tarrah Walker (L.S.)

Title: Tarrah Walker, Vice President

Attest: Christie Walker
Signature and Title

Surety (Print Full Name):

Fidelity and Deposit Company of Maryland
(Seal)

Surety's Name and Corporate Seal

By: Francis T. O'Reardon
Signature (attach power of attorney)

Title: Attorney-In-Fact

Attest: Laura Krajczewski
Signature and Title
Laura Krajczewski, Witness

IMPORTANT - Surety companies executing bonds must appear on the Treasury Department's most current list (Circular 570 as amended) and be authorized to transact business in the State of Florida. See Article 5 of the General Conditions as amended by Supplementary Conditions.

END OF SECTION

**ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND
POWER OF ATTORNEY**

KNOW ALL MEN BY THESE PRESENTS: That the ZURICH AMERICAN INSURANCE COMPANY, a corporation of the State of New York, the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, a corporation of the State of Illinois, and the FIDELITY AND DEPOSIT COMPANY OF MARYLAND a corporation of the State of Illinois (herein collectively called the "Companies"), by Robert D. Murray, Vice President, in pursuance of authority granted by Article V, Section 8, of the By-Laws of said Companies, which are set forth on the reverse side hereof and are hereby certified to be in full force and effect on the date hereof, do hereby nominate, constitute, and appoint Francis T. O'REARDON, Joseph D. JOHNSON, III, Joseph D. JOHNSON, JR. Brett A. RAGLAND, Tyler RAGLAND, **all of Orlando, Florida**, its true and lawful agent and Attorney-in-Fact, to make, execute, seal and deliver, for, and on its behalf as surety, and as its act and deed: **any and all bonds and undertakings**, and the execution of such bonds or undertakings in pursuance of these presents, shall be as binding upon said Companies, as fully and amply, to all intents and purposes, as if they had been duly executed and acknowledged by the regularly elected officers of the ZURICH AMERICAN INSURANCE COMPANY at its office in New York, New York., the regularly elected officers of the COLONIAL AMERICAN CASUALTY AND SURETY COMPANY at its office in Owings Mills, Maryland., and the regularly elected officers of the FIDELITY AND DEPOSIT COMPANY OF MARYLAND at its office in Owings Mills, Maryland., in their own proper persons.

The said Vice President does hereby certify that the extract set forth on the reverse side hereof is a true copy of Article V, Section 8, of the By-Laws of said Companies, and is now in force.

IN WITNESS WHEREOF, the said Vice-President has hereunto subscribed his/her names and affixed the Corporate Seals of the said ZURICH AMERICAN INSURANCE COMPANY, COLONIAL AMERICAN CASUALTY AND SURETY COMPANY, and FIDELITY AND DEPOSIT COMPANY OF MARYLAND, this 9th day of March, A.D. 2023.



ATTEST:
ZURICH AMERICAN INSURANCE COMPANY
COLONIAL AMERICAN CASUALTY AND SURETY COMPANY
FIDELITY AND DEPOSIT COMPANY OF MARYLAND

By: *Robert D. Murray*
Vice President

By: *Dawn E. Brown*
Secretary

**State of Maryland
County of Baltimore**

On this 9th day of March, A.D. 2023, before the subscriber, a Notary Public of the State of Maryland, duly commissioned and qualified, **Robert D. Murray, Vice President and Dawn E. Brown, Secretary** of the Companies, to me personally known to be the individuals and officers described in and who executed the preceding instrument, and acknowledged the execution of same, and being by me duly sworn, depose and saith, that he/she is the said officer of the Company aforesaid, and that the seals affixed to the preceding instrument are the Corporate Seals of said Companies, and that the said Corporate Seals and the signature as such officer were duly affixed and subscribed to the said instrument by the authority and direction of the said Corporations.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed my Official Seal the day and year first above written.

Iva Betha
Notary Public
My Commission Expires September 30, 2023



Authenticity of this bond can be confirmed at bondvalidator.zurichna.com or 410-559-8790

SECTION 00420
CORPORATE RESOLUTION

I, Christine Walker, Secretary of Art Walker Construction, Inc.,
a corporation organized and existing under the laws of the State of Florida, hereby
certify that at a meeting of the Board of Directors of the Corporation duly called and held on
September 1, 2023 at which a quorum was present and acting throughout, the
following resolutions were adopted and are now in full force and effect:

RESOLVED that the following individuals of this corporation are authorized to execute on behalf
of this corporation a Bid and Agreement to City of Fruitland Park for the construction of
Spring Lake Road.

I further certify that the names of the officers of this corporation and any other persons
authorized to act under this resolution and their official signatures are as follows:

<u>NAME</u>	<u>OFFICE</u>	<u>OFFICIAL SIGNATURE</u>
<u>Tarrah Walker</u>	<u>Vice President</u>	<u>Tarrah Walker</u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>
<u> </u>	<u> </u>	<u> </u>

IN WITNESS WHEREOF, I have hereunto subscribed my name as Secretary and affixed the
seal of the corporation this 11th day of September, 2023

END OF SECTION

**SECTION 00480
NONCOLLUSION AFFIDAVIT**

STATE OF Florida

COUNTY OF Marion

Tarrah Walker, being first duly sworn deposes and says that:

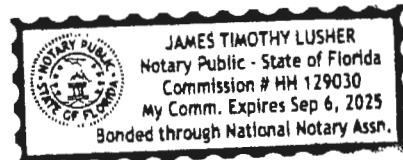
1. He is the Vice President, of Art Walker Construction, Inc., the Bidder that has submitted the attached Bid;
2. He is fully informed respecting the preparation and contents of the attached Bid and of all pertinent circumstances respecting such Bid;
3. Such Bid is genuine and is not a collusive or sham Bid;
4. Neither the said Bidder nor any of its officers, partners, owners, agents, representatives, employees, or parties in interest, including this affiant, have in any way, colluded, conspired, connived or agreed, directly or indirectly, with any other Bidder, firm or person to submit a collusive or sham Bid in connection with the Contract for which the attached Bid has been submitted; or to refrain from bidding in connection with such Contract; or have in any manner, directly or indirectly, sought by agreement or collusion, or communication, or conference with any Bidder, firm, or person to fix the price or prices in the attached Bid or of any other Bidder, or to fix any overhead, profit, or cost elements of the Bid price or the Bid price in any other Bidder, or to secure through any collusion, conspiracy, connivance, or unlawful agreement any advantage against the Owner, or any person interested in the proposed Contract;
5. The price or prices quoted in the attached Bid are fair and proper and are not tainted by any collusion, conspiracy, connivance, or unlawful agreement on the part of the Bidder or any other of its agents, representatives, owners, employees or parties in interest, including his affiant.

By Tarrah Walker
Tarrah Walker, Vice President

Sworn and subscribed to before me this 11th day of September, 2023, in the State of Florida, County of Marion.

James Timothy Lusher Notary Public

My Commission Expires: 9/06/25



END OF SECTION

SECTION 00490
TRENCH SAFETY AFFIDAVIT

Trench excavations on this Project are expected to be in excess of 5 feet deep. The Occupational Safety and Health Administration excavation safety standards, 29 CFR 1926.650 Subpart P trench safety standards will be in effect during the period of construction of the Project.

Bidder acknowledges that included in the Bid Price are costs for complying with the Florida Trench Safety Act (90-096, Laws of FL) effective October 1, 1990, and hereby gives assurance that, if awarded the Contract, the Contractor or Subcontractor performing trench excavation work on the Project will comply with the applicable trench safety standards. The Bidder further identifies the costs as follows:

Trench Safety Item (Description) Cost

City of Fruitland Park – Spring Lake Road

A. Sloping

one thousand two hundred dollars and no cents
(Cost in Words)

TOTAL \$ 1,200.00

FAILURE TO COMPLETE THE ABOVE MAY RESULT IN THE BID BEING DECLARED NON-RESPONSIVE

COMPANY NAME: Art Walker Construction, Inc. DATE: September 11, 2023

BY: Tarrah Walker
Tarrah Walker, Vice President

END OF SECTION

NON-COLLUSION DECLARATION

I, Tarrah Walker, hereby declare that I am
(NAME)

Vice President of Art Walker Construction, Inc.
(TITLE) (FIRM)

of Lowell, FL
(CITY AND STATE)

and that I am the person responsible within my firm for the final decision as to the price(s) and amount of this Bid on this Project.

I further declare that:

1. The price(s) and amount of this bid have been arrived at independently, without collusion, communication or agreement, for the purpose of restricting competition with any other contractor, bidder, or potential bidder.

2. Neither the price(s) nor the amount of this bid have been disclosed to any other firm or person who is a bidder or potential bidder on this project, and will not be so disclosed prior to the bid opening.

3. No attempt has been made or will be made to solicit, cause, or introduce any other firm or person to refrain from bidding on this project, or to submit a bid higher than the bid of this firm, or any intentionally high or non-competitive bid or other form of complementary bid.

4. The bid of my firm is made in good faith and not pursuant to any agreement or discussion with, or inducement from, any firm or person to submit a complementary bid.

5. My firm has not offered or entered into a subcontract or agreement regarding the purchase of materials or services from any firm or person, or offered, promised, or paid cash or anything of value to any firm or person, whether in connection with this or any other project, in consideration for an agreement or promise by any firm or person to refrain from bidding or to submit a complementary bid on this project.

6. My firm has not accepted or been promised any subcontract or agreement regarding the sale of materials or services to any firm or person, and has not been promised or paid cash or anything of value by any firm or person, whether in connection with this or any other project, in consideration for my firm's submitted a complementary bid, or agreeing to do so, on this project.

7. I have made a diligent inquiry of all members, officers, employees, and agents of my firm with responsibilities relating to the preparation, approval, or submission of my firm's bid on this project and have been advised by each of them that they have not participated in any communication, consultation, discussion, agreement, collusion, act, or other conduct inconsistent with any of the statements or representations made in this Declaration.

8. I affirm that the firm has informed the County in writing of all convictions of the firm, its affiliates, and all directors, officers, and employees of the firm for violation of state or federal anti-trust laws with respect to a public contract or for violation of any state or federal law involving fraud, bribery, collusion, conspiracy, or material misrepresentation with respect to a public contract. This includes disclosure of the names of current employees of the firm or affiliates who were convicted of contract crimes while in the employ of another company.

I declare under penalty of perjury that the foregoing is true and correct.

Tamara Weber

Authorized Signature

September 11, 2023

Date Signed

State of: Florida County of: Marion

Sworn to and subscribed before me this 11th day of November, 20 23

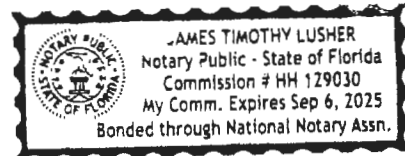
Personally known X or Produced Identification _____

(Specify Type of Identification)

James Timothy Lusher

Signature of Notary

My Commission Expires 9/06/25



MBE/WBE CONTRACT SOLICITATION AND COMMITMENT STATEMENT

(1) Name of Bidder Art Walker Construction, Inc.	(2) IFB Number
Address PO Box 267 Lowell, FL 32663	Bid Opening Date September 11, 2023
Telephone Number 352-629-1466	Contact Person Tarrah Walker

(8) NOTE: List those certified minority/women owned businesses from which you solicited quotes or which contacted you and gave you quotes in regard to this invitation for bid. Bidder's contract with Subcontractors and suppliers should be at least five days prior to the bid opening date.

*(3) COMPANY NAME EIN/SSN TELEPHONE NUMBER	(4) MBE (X)	(4) WBE (X)	(4) Sec. 3 (X)	(5) TYPE OF CONSTRUCTION, EQUIPMENT, SERVICES AND/OR SUPPLIES TO BE PROVIDED TO THE PROJECT	(6) TOTAL DOLLAR AMOUNT OF QUOTE RECEIVED	* (7) TOTAL COMMITMENT DOLLAR AMOUNT
Scherer Quality Farms 20-2169305 352-489-1059	X	X		Sod	\$3,570.00	\$3,570.00

(9) NOTE Minimum Levels (MPL): MBE-5%, WBE-3%

A presumption of responsibility may be made if the dollar commitment of MBE/WBE reflects this minimum participation level.

(10) Prepared By: Tarrah Walker	Telephone Number/E-mail Address: 352-629-1466 office@artwalkerconstruction.com
--	---

Use additional sheets if necessary.

Section 3 Certification of Intent to Comply

Section 3 Intent to Comply

Art Walker Construction, Inc., Contractor, agrees to implement the following specific affirmative action steps directed at increasing the use of Section 3 Workers and Section 3 Business Concerns within the County of Washington.

- A. To ascertain from the grantee's Program official the exact boundaries of the Section 3 Covered Project Area and where advantageous, seek the assistance of local officials in preparing and implementing the affirmative action plan.
- B. To attempt to recruit from within the grantee's service area, the necessary individuals to fill employment opportunities generated by Section 3 covered assistance through: local advertising media, signs placed at the proposed site for the project, and community organizations and public or private institutions operating within or serving the project area and providing preference for these opportunities in the following order:
 - 1. Section 3 Residents residing in the service area or neighborhood in which the Section 3 covered project is located;
 - 2. Participants in YouthBuild Programs, and
 - 3. Other Section 3 Residents
- C. To maintain a list of all lower income area residents who have applied either on their own or on referral from any source, and to employ such persons, if otherwise eligible and a vacancy exists.
- D. To work with the Section 3 Compliance Officer to insert the Section 3 Requirements when Section 3 compliance is triggered, and to require all bidders to submit a Section 3 Certification of Intent to Comply.
- E. To ensure subcontracts which are typically let on a negotiated rather than bid basis in areas other than Section 3 covered project areas, are also let on a bid basis, whenever feasible, when let in a Section 3 covered project area.
- F. To notify Section 3 Workers and Section 3 Business Concerns about economic opportunities generated by Section 3 covered assistance and to award Section 3 covered contracts, to the greatest extent feasible, to Section 3 business concerns in the following order of preference:
 - a. Business concerns that provided economic opportunities for Section 3 residents in the service area or neighborhood in which the Section 3 covered project is located;
 - b. Applicants selected to carry out YouthBuild projects;

- c. Other Section 3 business concerns
- H. To notify potential contractors about Section 3 requirements of this part and incorporating the Section 3 clause in all solicitations and contracts.
 - I. To facilitate the training and employment of Section 3 residents and the award of contracts to Section 3 business concerns undertaking activities to reach the numerical goal established by HUD.
 - J. To provide written notice of employment and contracting opportunities to all known Section 3 Workers and Section 3 Businesses and to post contract and job opportunities to the Opportunity Portal, and to check the Business Registry for businesses located in the project area.
 - K. To cooperate in obtaining the compliance of contractors and subcontractors with the requirements of Section 3.
 - L. To submit reports to the RACW and/or HUD on the results of actions taken to provide training, jobs and contracts to Section 3 residents and Section 3 business concerns.
 - M. To appoint an executive official of the company or agency as Equal Employment Opportunity Officer to coordinate the implementation of this Section 3 Affirmative Action Plan.
 - N. To maintain records, including copies of correspondence, income verification memoranda, etc., which document that all levels of the above affirmative action steps have been taken.

Contractor Certification

As an officer and representative of Art Walker Construction, Inc. [Name of Contractor]
On behalf of the Company, I have read and fully agree to the Section 3 Affirmative Action Plan and become a party to the full implementation of this program.

Tarrah Walker, Vice President

Name and Title of the Authorized Representative (print or type)

Tarrah Walker

Signature of Authorized Representative

September 11, 2023

Date



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/22/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: Barbara Monroe
Johnson & Company	PHONE (A/C, No, Ext): (407) 843-1120 FAX (A/C, No): (407) 843-5772
801 N Orange Avenue	E-MAIL ADDRESS: bmonroe@johnsonandcompany.net
Suite 510	INSURER(S) AFFORDING COVERAGE
Orlando FL 32801	INSURER A: Bitco General Insurance Corporation NAIC # 20095
INSURED	INSURER B: Bitco National Insurance Co. 20109
Art Walker Construction, Inc.	INSURER C: Great American Insurance Company 16691
P O Box 267	INSURER D: Travelers Property & Casualty Company of America 25674
Lowell FL 32663	INSURER E:
	INSURER F:

COVERAGES

CERTIFICATE NUMBER: 22-23 Master

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			CLP 3 721 548	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS ONLY <input checked="" type="checkbox"/> NON-OWNED AUTOS ONLY			CAP 3 721 549	10/01/2022	10/01/2023	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
B	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED <input checked="" type="checkbox"/> RETENTION \$ 10,000			TUU 2199203 05	10/01/2022	10/01/2023	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N N	N/A	WC 3 721 547	10/01/2022	10/01/2023	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
C	Leased/Rented Equipment			9J826486	10/01/2022	10/01/2023	Leased/Rented Limit: \$100,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

© 1988-2015 ACORD CORPORATION. All rights reserved.



Ron DeSantis, Governor

Melanie S. Griffin, Secretary



STATE OF FLORIDA
DEPARTMENT OF BUSINESS AND PROFESSIONAL REGULATION

CONSTRUCTION INDUSTRY LICENSING BOARD

THE GENERAL CONTRACTOR HEREIN IS CERTIFIED UNDER THE
PROVISIONS OF CHAPTER 489, FLORIDA STATUTES

WALKER, TARRAH ANNETTE

ART WALKER CONSTRUCTION, INC.

2889 NW 63RD STREET
OCALA FL 34475

LICENSE NUMBER: CGC1522857

EXPIRATION DATE: AUGUST 31, 2024

Always verify licenses online at MyFloridaLicense.com



Do not alter this document in any form.

This is your license. It is unlawful for anyone other than the licensee to use this document.

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5d

ITEM TITLE:	First Reading and Public Hearing – Ordinance 2023-018 Employee Manual Personnel Policies and Procedures
MEETING DATE:	Thursday, October 12, 2023
DATE SUBMITTED:	Thursday, October 5, 2022
SUBMITTED BY:	City Attorney/City Manager/Human Resources Director
BRIEF NARRATIVE:	Ordinance 2023-018 updated employee manual personnel policies and procedures.
FUNDS BUDGETED:	N/A
ATTACHMENTS:	Proposed ordinance, updated manual
RECOMMENDATION:	Approval
ACTION:	Approve Ordinance 2023-018

ORDINANCE 2023-018

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, COUNTY OF LAKE, STATE OF FLORIDA, AMENDING SECTION 32.01, CHAPTER 32 OF THE CITY OF FRUITLAND PARK CODE OF ORDINANCES; ESTABLISHING PERSONNEL PROCEDURES AND RULES AS SET FORTH IN SECTION 4.08 OF THE CITY CHARTER; APPROVING THE CITY OF FRUITLAND PARK EMPLOYEE MANUAL OF PERSONNEL POLICIES AND PROCEDURES; PROVIDING FOR CONFLICTS, CODIFICATION AND SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City Commission is authorized pursuant to Sec. 4.08 of the City Charter and Chapter 166, Florida Statutes to adopt this ordinance; and

WHEREAS, the City Commission previously adopted a Personnel Policies and Procedures Manual; however, it was necessary to update the manual to comply with current law, and establish best practices for the City's employees; and

WHEREAS, the City Commission desires to repeal previously adopted manuals and amendments thereto, and establish personnel procedures and rules by the adoption of the City of Fruitland Park Employee Manual of Personnel Policies and Procedures.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA, as follows:

SECTION 1. The above recitals are true and correct and, by this reference, are hereby incorporated into and made an integral part of this ordinance.

SECTION 2. Section 32.01 of the Code of Ordinances of the City of Fruitland Park, Florida, is hereby amended to read as follows:

Sec. 32.01. - Adoption of personnel policies and procedures manual.

The City of Fruitland Park Employee Manual of Personnel Policies and Procedures is hereby adopted by reference, as if it were fully incorporated herein.

SECTION 3. The City of Fruitland Park Employee Manual of Personnel Policies and Procedures, a copy of which is attached hereto is adopted and approved.

SECTION 4. All ordinances or parts of ordinances in conflict herewith are hereby repealed and all ordinances or parts of ordinances not in conflict herewith are hereby continued in full force and effect.

SECTION 5. It is the intent of the City Commission of the City of Fruitland Park that the provisions of this ordinance shall be codified; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

SECTION 6. If any portion, clause, phrase, sentence or classification of this ordinance is held or declared

to be either unconstitutional, invalid, inapplicable, inoperative or void, then such declaration shall not be construed to affect other portions of the ordinance; it is hereby declared to be the express opinion of the City Commission of the City of Fruitland Park that any such unconstitutional, invalid, inapplicable, inoperative or void portion or portions of this ordinance did not induce its passage, and that without the inclusion of any such portion or portions of this ordinance, the City Commission would have enacted the valid constitutional portions thereof.

SECTION 7. The provisions within this ordinance shall take effect in accordance with the law.

PASSED AND ORDAINED this _____ day of _____, 2023, by the City Commission of the City of Fruitland Park, Florida.

SEAL

CITY COMMISSION OF THE CITY OF
FRUITLAND PARK, FLORIDA

CHRIS CHESHIRE, MAYOR

ATTEST:

ESTHER COULSON, CITY CLERK, MMC

Mayor Cheshire	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Vice Mayor DeGrave	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Bell	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Gunter	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)
Commissioner Mobilian	____	(Yes),	____	(No),	____	(Abstained),	____	(Absent)

Approved as to form:

Anita Geraci-Carver, City Attorney



CITY OF FRUITLAND PARK

EMPLOYEE MANUAL OF PERSONNEL POLICIES AND PROCEDURES

Approved by Commission: _____

TABLE OF CONTENTS

<u>TOPIC</u>	<u>PAGE NUMBER</u>
Table of Contents.....	2-5
The City's Mission Statement.....	6
Welcome Letter from the City Manager	7
Purpose.....	8-9
Administration of Personnel Policies	10-12
 SECTION I. MAJOR EMPLOYMENT LAW STATEMENTS AND POLICIES.....	 13-43
1.0 Equal Employment Opportunity (EEO)	14-15
1.1 Prohibition of Harassment Policy (Title VII)	15- 19
1.2 Americans with Disabilities (ADA)	19-20
1.3 Fair Labor Standards Acts (FLSA)	21
1.4 Family and Medical Leave Act (FMLA)	21-27
1.5 Drug Free Workplace Policy	27-39
1.6 Immigration Control and Reform Act	40
1.7 Uniform Services Employment and Re-employment Act	40-43
 SECTION II. PERSONNEL AND MEDICAL RECORDS	 44-49
2.0 Personnel records	45-47
2.1 Medical records	47
2.2 Access to Personnel records	47-49
 SECTION III. CITY EMPLOYMENT POLICIES	 50-70
3.1 Hiring Authority	51
3.2 Recruiting and Selection Process	51- 53
3.3 Pre-employment Requirements- Drug and Background checks.....	53-54
3.4 ADA Accommodations	54
3.5 Nepotism Policy	54-56
3.6 Workforce Reduction.....	56-58
3.7 Performance Management	58-61

3.8	Disciplinary Policy	61-67
3.9	Separation from Employment	68-70
3.10	Oath of Loyalty- Government	70
SECTION IV. JOB CLASSIFICATION, WORK SCHEDULES		71-77
4.1	FLSA Job Classification	72
4.2	Workday, Work Week, Breaks and Lunch Periods.....	73
4.3	Sworn Officer-Workday, Work Week, Lunch/Breaks	74
4.4	Flexible Work Schedules and Remote Work	74-76
4.5	Attendance Policy	76-77
SECTION V. STANDARDS OF CONDUCT		78-98
5.1	City Professionalism Policy	79-81
5.2	Code of Ethics- Conflict of Interest	82-83
5.3	Political Activity	83
5.4	City Bulletin Boards.....	83-84
5.5	Garnishment of Wages	84
5.6	Use of City Property	85
5.7	General Prohibitions	86
5.8	Social Media Policy	87-90
5.9	Safety Policy	91- 93
5.10	Violence in the Workplace Policy- Includes Domestic	93- 95
5.11	Visitors in the Workplace and other Security Measures.....	95-96
5.12	Complaint and Dispute Resolution Process	96-98
SECTION VI. COMPENSATION		99-113
6.1	Compensation policy.....	100
6.2	Job pay grades and pay range.	101
6.3.	Hours Worked and overtime pay	102

6.4	Emergency Overtime Pay	102
6.5	Compensatory Time-In Lieu of Over time.....	102-103
6.6	Definitions of Workers.....	104
6.7	On Call and Call Back Pay.....	105
6.8	Outside Employment	105-106
6.9	Temporary Interim Pay	107
6.10	Improper Deductions and Errors and Omissions	107-108
6.11	Travel Pay	108-111
6.12	Transfers, Promotion and Demotion.....	111-112
6.13	Christmas Bonus	113
SECTION VII. PAID BENEFITS		114-125
7.1	Paid Benefits-.....	115
a.	Health, Dental and Vision Insurance.....	115
b.	FRS Retirement & Deferred Compensation	116
c.	Life Insurance	116
d.	Social Security and Medicare	116
e.	Worker Compensation and Light Duty Work.....	116-117
f.	Unemployment Compensation	117
g.	Education Reimbursement	117-119
h.	Career Development	119
i.	Personal Education and Training.....	120
j.	Employee Assistance Program	120
k.	Health Inoculations	120-121
l.	Uniforms and Clothing	121
7.2	Seniority.....	121-122
7.3	Holidays	122-123
7.4	Sick Leave Policy	123-125
7.5	Vacation Leave Policy	125-129
7.6	Other Paid Time Off	129-132

a.	Personal Leave	129
b.	Safety/Service Day	129-130
c.	Bereavement leave.....	130-131
d.	Military Leave	131
e.	Civil Leave/Jury Duty/Voting	131-132
SECTION VIII	UNPAID BENEFITS.....	133-134
8.1	Unpaid Benefits	134
a.	Religious Leave	134
b.	Maternity Leave	134
c.	COBRA	134
SECTION IX.	MISCELLANEOUS.....	135-142
9.1	Smoking and Tobacco Policy.....	136-138
9.2	Safe Driving Policy.....	138-140
9.3	Cell Phone Policy	140-142
 APPENDICES		
	Appendix A- Acknowledgement of the Employee Handbook Form.....	i
	Appendix B- Public Records Request Procedures	ii



MISSION STATEMENT

The City of Fruitland Park has one overall, all-encompassing, driving mission and that is to make this city a great place to live, work or visit.

To accomplish this the City Commission and staff are committed to providing effective governance and the provision of services in a cost-effective manner.

The Fruitland Park City Commission understands the need to create a quality of life that strives to meet the needs of all the citizens of our community.

Our mission is simple and straight forward:

Create fiscally sound policies.

- The effective delivery of services in the most efficient means at our disposal.
- Provide a high level of professionalism in the day-to-day operation of the City.
- Respect those who reside in, visit, and are employed in our community.
- The affirmation that there is ongoing accountability to the citizenry by elected and appointed officials as well as everyone who works for the City.
- Most importantly, to utilize the City's resources as best we can to provide the highest quality of life for all our citizens.



WELCOME LETTER FROM THE CITY MANAGER

Welcome to the City of Fruitland Park. You've been given the opportunity to become part of the City's team because you have demonstrated an employment background, and personal qualities the city looks for in our workforce.

As a member of the team just know that we expect a lot from you. City employees by the nature of our work inherit public trust and we take this obligation seriously. As a new employee you now take on that responsibility.

The employee handbook you now have in your possession is designed to acquaint you with the City's employment policies and procedures. Please read the handbook carefully, retain it for future reference.

If you have any questions, the City has an *"open door"* policy, you may talk to your supervisor, human resources or come see me anytime. We are here to assist you.

The city places great value on our employees. If you are willing to learn, demonstrate ability, have a positive attitude, and exhibit a good work ethic your future here should be a rewarding one.

It is my hope you will bring a positive attitude with you to work every day. I wish you every success during your time with the City and trust you will find the experience beneficial and rewarding.

Gary La Venia

PURPOSE OF THE EMPLOYEE MANUAL

The purpose of this employee manual is to establish and maintain a reasonable system for administration of all personnel matters, to remind employees to work safely by following safety policies and procedures, and for employees to understand the behaviors and standards that are expected of them while employed by the City.

The City Manager is responsible for ensuring the employees follow the City's policies and that the principles of fairness and merit are the basis for all personnel actions. The City Manager may delegate the responsibility of assisting in the administration of these personnel policies and procedures to the Human Resources Director, and to the Supervisors and Department Directors, but in the event, there is a question about any of the content, the final interpretation rests with the City Manager.

The City Manager reserves the right to modify or discontinue the policies and benefits set forth in this manual at any time without notice. It may be updated periodically as the need arises and any revisions created will be approved by the City Manager. The City Manager shall advise the City Commission of any changes. No administrative official other than the City Manager shall change, modify, or vary any policy in this handbook unless designated by the City Manager in writing, to do so.

For purposes of this manual, the following terms, phrases, words, and their derivations shall have the meaning given herein. When inconsistent with the context, words used in the present tense include the future. Words in the plural number include the singular number, and words in the singular number include the plural number. The word "shall" is mandatory and directive.

A word importing the masculine gender only shall also extend and is applicable to females, and to those who may identify as "other."

It is important to note that this Employee Manual does not constitute an employment contract between the City and the employee, and it should not be construed as such. Florida is an “at will” state, therefore, every employee is considered an “at will” employee. Meaning, you can be fired for any reason, or no reason, and you have the liberty of terminating your employment with or without a reason, and with or without notice.

Acknowledgment of Employee Handbook

When an individual receives a copy of this employee manual, s/he will be asked to sign the acknowledgement form shown in (Appendix A). This form will be signed and dated and kept in the employee’s individual personnel file. This represents your agreement to acknowledge receipt and to read the employee handbook. Your signature will indicate your agreement to abide by the rules, policies and procedures outlined in this employee manual.

ADMINISTRATION OF PERSONNEL POLICIES

The City Manager shall be responsible for ensuring the effective administration of the policies and procedures and may delegate such functions as deemed necessary for the implementation of this system. Therefore, the City Manager, or his appointee, shall be responsible for directing and coordinating the personnel activities of the City, understanding the ultimate interpretation and decision rests with the City Manager.

These include, but are not limited to, the following:

Appointee- Human Resources Director, or his/her appointee

- (a) Conducting compensation market analysis, preparation of job pay- grades, compensation plan, and administering the plan.
- (b) Designing and implementing a hiring/selection process which includes writing job descriptions, recruiting, advertising, testing, interviewing, scoring, and selecting candidates in a nondiscriminatory manner, or training others to do so.
- (c) Reviewing the appointment, promotion, demotion, transfer, discipline, discharge, and other actions affecting individuals employed by the City understanding the final authority on these matters is the City Manager.
- (d) Supervising, developing, and maintaining the personnel system including written forms, procedures, and employee files.
- (e) Conducting employee orientation, training and development, counseling, and career development in conjunction and with the cooperation of the Department Directors.

- (f) Administering the benefits provided by the City.
- (g) Along with the City Manager, will review performance evaluations for all employees to ensure consistency and fairness.
- (h) Administering the personnel policies and procedures.
- (i) Managing public risk issues through the insurance carrier and litigation pertaining to personnel or other risk categories.
- (j) Maintaining personnel files for each employee in accordance with Florida's records laws.
- (k) After an employee has left employment, the personnel file will be kept in the Human Resources office for a period of one year. After one year, all personnel records will be handed over to the City Clerk and be retained according to retention requirements outlined in Florida's statutes and public records laws.

Appointee(s)- Department Directors

Department Directors, in addition to the Human Resource Director, are responsible for administering the policies and procedures established within this handbook and may establish such written rules and procedures as deemed necessary for the efficient and orderly administration of their own department but may not change any policy contained in this manual. Such department rules are subject to the approval of the City Manager before they become effective and must be consistent with the guidelines established within this manual and align with the city's mission and values.

The City Manager and the Human Resources Director must be provided with a copy of any departmental rules or procedures created by department heads.

Appointee(s)- Safety Committee

The City of Fruitland Park's management team has a sincere concern for the welfare and safety of its employees. Accidents are the result of "unsafe conditions" and "unsafe actions". It is our goal to prevent both. Therefore, the City Manager is responsible for designating an employee as the Safety Director. The Safety Director will be responsible for:

- (a) Forming a committee to write and update safety policies and procedures as necessary,
- (b) Conducting regular training on safety policies and procedures as deemed necessary.
- (c) Ensuring all employees work safely.

Directors may choose to hold training and safety meetings more frequently and create safety procedures specifically related to their own department. If this is the case, a copy must be provided to the Human Resources Department to keep on file.

SECTION I.

MAJOR EMPLOYMENT LAW STATEMENTS AND POLICIES

Policy Number	Policy Title	Last Revised
Policy 1.0	Equal Employment Opportunity	08/30/2022
Policy 1.1	Anti-Harassment Policy (Title VII)	08/30/2022
Policy 1.2	Americans With Disabilities Act	08/30/2022
Policy 1.3	Fair Labor Standards Act	08/30/2022
Policy 1.4	Family Medical Leave Act	08/30/2022
Policy 1.5	Drug Free Workplace	08/30/2022
Policy 1.6	Immigration Reform and Control Act	11/03/2022
Policy 1.7	Uniform Services Employment & Re-employment Act	11/04/2022

1.0 EQUAL EMPLOYMENT OPPORTUNITY

A. PURPOSE.

To provide equal opportunities to individuals in a nondiscriminatory manner.

B. POLICY.

The City of Fruitland Park in accordance with state and federal laws, is committed to principles of Equal Employment Opportunity (EEO) and has set forth definite steps of positive action to meet its legal and moral responsibilities.

All employees have the right to work in an environment free from all forms of discrimination. The City will not discriminate in any of its employment processes based on race, color, religion, sex/gender identity, sexual orientation, pregnancy, national origin, ethnicity, age, disability/handicap, marital/familial status, veteran status, and genetic information or any other legally protected characteristic.

The City's EEO policy is applicable to all its personnel processes which include recruiting, hiring, promotion, transfer, upgrading, layoffs, retention, compensation, benefits, training, performance management, discipline and termination, and all other privileges, terms, and conditions of employment.

Any employee who believes s/he is the victim of discriminatory conduct must report it immediately to his supervisor when it occurs. In the event you feel for any reason that you cannot discuss the matter directly with your supervisor, you must discuss it with the Human Resources Director or the City Manager. Discrimination (*See also the Prohibition of Harassment policy*), in any form, will be treated by management with zero tolerance. Any employee who violates this policy will be subject to discipline up to and including discharge. The City Manager and/or the management team will act immediately to investigate any valid allegation of discriminatory conduct.

C. EEO OFFICER:

The City Manager, or his designee, is responsible for administering and monitoring the personnel processes in compliance with the EEO policy. The City Manager designates the Human Resources Director to administer and enforce the EEO policy in all terms and conditions of its employment programs. However, all employees are responsible for abiding by and enforcing the City's EEO policy.

D. CONSEQUENCES FOR VIOLATIONS

Any employee who violates this policy will be subject to disciplinary action, up to and including termination of employment.

1.1 PROHIBITION OF HARASSMENT STATEMENT AND POLICY

A. PURPOSE.

To comply with Federal and state laws by preventing harassment in any form that contributes to an environment where individuals feel harassed.

B. POLICY.

The City of Fruitland Park and federal and state laws prohibit harassment of any employee or applicant for employment, based on certain categories. The City is committed to maintaining a work environment free of harassment based upon race, color, national origin, sex, gender, pregnancy, sexual orientation, gender identity, disability/handicap, genetic information, religion, age, military service, veteran status, and marital status.

Examples of harassment includes conduct such as slurs, jokes, displaying of inappropriate pictures, intimidation, bullying, or other verbal or physical attack upon a person because of race, color, religion, sex/gender, gender identity, sexual

orientation, national origin, age, disability, family, or veteran status, genetic, or other legally protected characteristics. This policy expressly applies to all employees, including supervisory personnel.

C. PRACTICE.

All employees are responsible for conducting themselves in a business-like manner that provides respect for others. It is the affirmative responsibility of all City employees to maintain a workplace free from harassment and intimidation of whatever nature. Any behavior or action that is unduly coercive, intimidating, harassing or sexual in nature is inappropriate and prohibited. This guideline applies to all business or related interactions between employees, applicants, supervisors and managers, individuals we serve (the public), vendors, and visitors.

Each supervisor/manager is responsible for administering employment practices in a manner that is consistent with this policy.

All employees are urged to exercise common sense and respect for others.

As a guide for supervisors, sexual harassment is defined based on the EEOC definition as:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature constitute sexual harassment when:

- 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, or*
- 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.*

An employee who believes s/he is being sexually harassed is urged to say "No" clearly and firmly. There is a possibility that the harasser did not realize their behavior

was offensive. In the event of a question, complaint, or allegation regarding harassment, any employee must speak immediately with his or her supervisor. In the event the employee is not comfortable discussing the matter with the supervisor, the employee must contact the Human Resources Director, and/or the City Manager. If the employee is not comfortable discussing the matter with the City Manager, s/he may contact in writing or by telephone, the City Attorney.

D. PROCEDURE.

It is the City's practice to approach the subject of harassment of any employee with **"zero tolerance."** All complaints of sexual or other harassment will be promptly and confidentially investigated.

- a. In the event of a complaint, City management shall consider the facts of the case and take immediate corrective action as deemed appropriate in the best interest of the City and the person(s) involved. Such action will include an investigation. Those informed of the alleged act shall maintain confidentiality when it is possible, in the interests of the employee(s). However, it may be necessary to share the information with appropriate and necessary individuals to investigate the harassment claim thoroughly. The investigation will be conducted by an individual who will be considered impartial and in a manner that would be construed as nonbiased.
- b. There will be no retaliation when an employee brings to light a bona fide claim of harassment. When an investigation results in an employee being guilty of harassment, management will take immediate and appropriate action that may include such corrective actions as counseling, written warning, transfer, demotion, discharge, or other action as deemed appropriate. However, an employee who files a frivolous complaint, or tries to deliberately influence the investigation by providing false information, will receive appropriate disciplinary action, up to and including, termination of employment. When an investigation

provides insufficient evidence to ascertain harassment by either party, it will not constitute a frivolous claim. Retaliation against any individual who reports discrimination or harassment is a serious violation of this policy and will subject the individual who retaliates to disciplinary action up to and including discharge from employment.

- c. Employees, supervisors, and managers are instructed to consider allegations of any type of harassment a serious matter that should be resolved discreetly and confidentially to minimize work disruption and potential liability. All allegations/complaints concerning sexual harassment must be reported immediately to the EEO Officer. All supervisory and management personnel have the explicit responsibility and duty to take immediate corrective action to prevent any harassment of City employees and to report any harassment complaint to the Human Resources Director. *The City Manager designates the Human Resources Director as its EEO Officer.*
- d. In the event the complainant is not satisfied with the results of the action taken as defined above, the employee may request the City Manager to review the matter. The City Manager's decision will be final.
- e. All departments are to post the City's Statement of Prohibition of Harassment in a prominent place where all employees can see it. **It is to be posted indefinitely.**

E. TRAINING.

There will be an annual training session for all employees on this policy. At that time, all employees must complete a Policy Acknowledgment statement. Managers will give the signed acknowledgment form to Human Resources which will be included in the employee's personnel file.

F. CONSEQUENCES FOR VIOLATING POLICY

All Management personnel have a legal and moral obligation to report any type of discriminatory conduct that occurs in the workplace. Any employee who is found guilty of engaging in discriminatory conduct will be subject to disciplinary action, up to and including, termination of employment. This also applies to Management personnel who “*knew or should have known*” this type of conduct was taking place and failed to report or put a stop to such conduct.

1.2 AMERICANS WITH DISABILITIES STATEMENT AND POLICY

A. PURPOSE

The City of Fruitland Park is committed to providing equal access to its services, public meetings, programs, and employment opportunities for individuals with disabilities under the American with Disabilities Act (ADA). The policy below applies only to the City’s employees and includes all terms and conditions of employment.

B. POLICY

The City of Fruitland Park will not discriminate in any of its employment processes because of a disability. If you are a qualified individual with a disability and require accommodation in the hiring process, you must notify the Human Resources Director and management at least seven (7 business) days in advance. If you are hired, you must be able to perform the essential functions of the job with or without accommodation. However, if immediate accommodation is available, we will make every effort to accommodate your need.

We will not accommodate your request when:

- 1) It would pose an undue financial or administrative burden,

- 2) Fundamentally alter our operations, or change the essential functions of the job for which you are applying or currently hold,
- 3) Threaten your own, or another individual's safety or well-being.

Management may require you to provide additional information so that we can properly evaluate your accommodation request.

C. PROCEDURE

In accordance with the ADA, a manager is prohibited from retaliating against an applicant or employee for asserting his rights under the ADA. The Act also makes it unlawful to discriminate against an applicant or employee, whether disabled or not, because of the individual's family, business, social or other relationship or association with an individual with a disability.

Any employee who believes s/he is being discriminated against because of a disability in any area of employment which includes hiring/selection, training, disciplinary action, promotions, transfers, work schedules, compensation/benefits, layoffs, and discharge may file a complaint with the City Manager, or the EEO Officer/Human Resources Director and it will be acted upon accordingly.

D. CONSEQUENCES FOR VIOLATING THIS POLICY

Any manager or supervisor found guilty of retaliating or discriminating against an individual because of a disability or failing to report discriminatory conduct they may witness by others in the workplace will be subject to disciplinary action, up to and including, termination of employment.

1.3 FAIR LABOR STANDARDS ACT STATEMENT

The Fair Labor Standards Act (FLSA) establishes the federal minimum wage, over time pay, record keeping requirements, youth employment, compensatory time, the workplace poster requirements, job classifications, exempt (salaried) and non-exempt (hourly) status, guidelines for work weeks, work schedules and different types of pay and deductions.

The City complies with the FLSA in all its pay practices and in the way it conducts business. You will see policies in this handbook involving the categories described above, and posters displayed throughout our workplace on FLSA requirements, employee rights, and notices.

1.4 FAMILY AND MEDICAL LEAVE ACT (FMLA)

A. PURPOSE

The Family Medical Leave (FMLA) was enacted to provide employees with time off without consequences when dealing with serious health situations.

B. POLICY

It is the policy of the city to provide up to 12 weeks of unpaid leave to City employees who request time off for covered family and medical reasons. An eligible employee will be entitled to time off without consequences to their job for the following qualifying conditions:

1. The placement and care of a child with employee for adoption or foster care within one year of placement.
2. The birth and care of a newborn child and to bond with the child within the first year of birth.

3. To care for an immediate family member (spouse, child, or parent, but not parent-in-law) with a serious health condition.
4. To take medical leave when the employee is unable to work because of a serious health condition.
5. For qualifying exigencies arising out of the fact that the employee's spouse, son, daughter, or parent is a covered military member on "covered active duty," or as a member of the National Guard, Reserves, or Regular Armed Forces.
6. The FMLA also provides 26 workweeks of unpaid, job protected leave during a "single 12-month period" to care for a covered military service member with a serious injury or illness if the eligible employee is the service member's spouse, son, daughter, parent, or next of kin (military caregiver leave).
7. In some situations, Family Medical leave can be used for domestic violence. For example, if the employee, or the employee's family member (as defined above) were hospitalized with a serious health condition due to domestic violence, you can request FML.

C. Definition of a Serious Health Condition

A serious health condition is defined as the following:

1. *"an illness, injury, impairment, or physical or mental condition of a serious long-term nature resulting in recurring or lengthy absences. Treatment of such an illness would occur in an inpatient situation at the hospital, hospice, or residential medical care facility, or would consist of continuing care provided by a licensed health care provider."*

2. *For assistance during a qualified exigency when an immediate family member (spouse, child, or parent) is a covered military member on covered active duty or call to covered active-duty status, or to care for a covered military member of immediate relation (spouse, child, parent, or next of kin) with a serious injury or illness.*

3. FMLA applies to certain mental health conditions if you are unable to work because of it. If in doubt, discuss it with Human Resources.

4. Family and Medical Leave does not apply to short-term conditions for which treatment and recovery are brief. Examples may include colds, flu, Covid (unless hospitalized), earaches, minor ulcers, dental or orthodontic diseases. If in doubt, you should speak to human resources.

D. Family Medical Leave is Unpaid

The City requires the employee to use any accrued paid time off (vacation/sick hours) when taking family medical leave. Family Medical Leave will always run concurrently with any other type of paid leave. Meaning; you cannot take paid vacation time for three weeks and begin counting unpaid FML leave after you have used up available vacation time. It must run concurrently. The same applies to worker compensation leave.

E. Eligibility Requirements

To be eligible for Family Medical Leave, an employee must:

- have worked 1250 hours within the preceding twelve months prior to when the request occurs (paid leave and unpaid leave during this period do not count), or

- have worked for the City for 12 months (generally, within the last 7 years) but need not be consecutive for the employee to qualify.

F. Calculation Method for Leave Period

- The City uses a rolling 12-month period measured backward from the date an employee uses FMLA leave (When employees ask for leave, their eligibility is calculated based on how much leave they have taken in the last 12 months, counted from each leave date)

G. Continuing Health Insurance Coverage and Other Benefits

An employee shall be entitled to maintain group health insurance coverage on the same basis as if s/he had continued to work in the City. To maintain uninterrupted coverage, the employee will have to continue to pay their share of insurance premium payments. This payment shall be made either in person or by mail to the Finance Department by the 1st day of each month. If the employee's payment is more than 30 days overdue, then the coverage will be dropped by the city. It is the employee's responsibility to ensure that the payments are received by the Finance Department.

If the employee informs the city that s/he does not intend to return to work at the end of the leave period, the City's obligation to provide health benefits ends. If the employee chooses not to return to work for reasons other than a continued serious health condition, the City will require the employee to reimburse the City the amount the City contributed towards the employee's health insurance during the leave period.

Other employee benefits paid by the employee may be maintained during FML leave at the employee's expense. An employee will not accrue any type of benefit hours during the time the employee is out on FML leave. Benefits will begin to accrue at the rate as when the employee left on FML leave after the employee returns to work.

H. Job Restoration

An employee who utilizes family medical leave under this policy will be restored to the same job or a job with equivalent status, skill sets, responsibility, effort, pay, and benefits.

Key Personnel- The City may choose to exempt certain highly compensated, “key” employees from this job restoration requirement and not return them to the same or similar position at the completion of FMLA leave. Employees who may be exempted will be informed of this status when they request leave. If the City deems it necessary to deny job restoration for a key employee on FMLA leave, the city will inform the employee of its intention and will offer the employee the opportunity to return to work immediately.

I. Intermittent Leave

Employees may also use family or medical leave intermittently or as part of a reduced work week only when it is medically necessary under certain circumstances. If the need to use leave is foreseeable and based on preplanned and prescheduled medical treatment, then the employee is responsible for scheduling the treatment in a manner that does not unduly disrupt the City’s operations. This provision is subject to the approval of the health care provider.

In some cases, the City may temporarily transfer an employee using intermittent or reduced work week to a different job with equivalent pay and benefits if another position would better accommodate the intermittent or reduced schedule.

J. Military Caregiver

If the employee is a caregiver for an immediate family member (as defined in number 5 above) who has returned from covered military leave, an eligible employee is entitled to take up to 26 weeks of leave during a “single 12-month period” to care

for a seriously injured or ill covered servicemember. The 12-month period begins on the first day the eligible employee takes military caregiver leave and ends 12 months after that date.

A. PROCEDURE

The procedure for requesting Leave is as follows:

- Notice- When an employee plans to take leave under this policy, the employee must give the City 30-day notice. If leave is unforeseeable and it is not possible to give 30 days, then notification should be made as soon as can reasonably be expected.
- FML Request Form- All employees requesting leave under this policy must complete the Family/Medical leave Request Form available from the Human Resources Office.
- Sick Leave Request- Anytime an employee utilizes paid sick leave for a serious condition, it shall be deemed a request for leave under the FMLA which will run concurrently with sick leave.
- Rights and Responsibilities- After learning of your need to take leave, Human Resources will either give you a letter notifying you of your rights and responsibilities or may elect to download the form from the Department of Labor for you.
- Eligibility- Human Resources will notify you within 5 business days whether you are eligible for FML under the Act, or as soon as enough information is available to determine your eligibility.

- Medical Certification- You will be required to get a medical certification form filled out by your doctor supporting the medically necessary leave of absence. This form is also available from Human Resources. You will have 15 calendar days to return it to the human resources administrator. The City may request a second or third opinion if there is a reasonable doubt about the validity of the medical certification. This will be at the employer's expense.

An employee may be required to provide recertification of his/her own or family member's serious health condition every 30 days while he/she is on leave to the Human Resources Director.

- Fitness for Duty- You will need a fitness for duty form to return to work. You may get this form from Human Resources along with a copy of your job description which the doctor will use to determine fitness for duty.

If you have any questions pertaining to FMLA, please contact Human Resources.

1.5 DRUG-FREE WORKPLACE POLICY AND PROGRAM

A. PURPOSE AND POLICY

The City of Fruitland Park is committed to protecting the safety, health and well-being of all employees and other individuals in our workplace. We recognize that alcohol abuse and drug use pose a significant threat to our ability to conduct business. We have established a drug-free workplace program that balances our respect for individuals with the need to maintain an alcohol- and drug-free work environment.

The policy of The City of Fruitland Park is to employ a work force free from use of illegal drugs and abuse of alcohol or legal drugs, either on or off the job. Any employee

determined to be in violation of this policy is subject to disciplinary action, which may include termination, even for the first offense.

It is a standard of conduct for employees of the City that no employee shall report to work or work with the presence of illegal drugs or alcohol or under the influence of legal drugs in his or her body. To maintain this standard, the City shall establish and maintain the programs and rules set forth.

1. Prohibited Behavior- Employees are prohibited from manufacturing, distributing, dispensing, possessing, or using any controlled substance as defined in Chapter 893 Florida Statutes (2023) while performing duties with the City and while under the influence of any illicit substance or other drug or medication whether prescribed or recommended by a physician or purchased over the counter, that causes drowsiness or other side effects which may impair your ability to perform your job duties properly or safely is strictly prohibited. The use or storage of such medication, including but not limited to medical marijuana, on City property or premises is not allowed without prior authorization from Human Resources.
2. Notification of Convictions- Any employee who is convicted of a criminal drug statute must notify the City within five (5) calendar days of the conviction (including pleas of guilty and nolo contendere). The City will take appropriate action within 30 days of notification.
3. Searches- When you enter the City's property, attend a City sponsored event, or perform work for the City, this constitutes your consent to searches and inspections. If an individual is suspected of violating the drug-free workplace policy as described in Section C, he or she may be asked to submit to a search or inspection at any time. Searches can consist of emptying pockets, searching your clothing items, wallets, purses, briefcases, lunchboxes, desks, lockers, workstations, vehicles (personal and city), and equipment. *There should be no expectation of privacy when you are on city property or performing City business.*

4. Drug Testing – Each employee as a condition of employment will be required to take and pass a drug test for the following reasons:

- Pre-employment if required.
- Post-accident if reasonable suspicion is present.
- Reasonable suspicion return to duty follow- up after being in a recovery program.
- Testing at the request of management for reasonable suspicion

B. Drug Testing of Applicants

Job applicants for safety sensitive positions for the City will undergo screening for the presence of illegal drugs as a condition for employment. Any applicant with a positive test result will be denied employment at that time.

C. Drug Testing of Employees

The City will maintain screening practices to identify employees who use illegal drugs or abuse alcohol, either on or off the job or who are under the inappropriate influence of legal drugs. It shall be a condition of continued employment for all employees to submit to a drug screen. Any employee who is reasonably suspected of being or is under the influence of any controlled substance as defined in Chapter 893, Florida Statutes (2023), may be tested for presence of such drugs pursuant to the procedure set forth herein.

Upon the determination that reasonable suspicion exists for requiring an employee to submit to drug screening, the City Manager shall notify the employee, in writing, that the employee is required to submit to a drug test. The notice shall state the time and place for conducting the drug test and shall also set forth the essential facts upon which the reasonable suspicion for the testing is based.

The City of Fruitland Park will use a qualified independent testing laboratory, (i.e. Quest, Lab Corp., MDNow, Advent Health) as may be selected by the City Manager, to conduct the drug test in the following circumstances:

1. When there is a reasonable suspicion to believe that an employee is using or had used illegal drugs or is abusing or has abused alcohol or legal drugs. Circumstances that could be indicators of a substance abuse problem and considered reasonable suspicious are as follows:

- Information that an employee has caused, or contributed to, an accident while at work. "Accident" includes injury to person(s) and or damage to City property or equipment.
- Observable phenomena while at work such as direct observation of drug use or of the physical symptoms or manifestations of being under the influence of a drug.
- Abnormal conduct or erratic behavior while at work or a significant deterioration in work performance.
- A report of drug use provided by a reliable and credible source and independently corroborated.
- Evidence that an individual has tampered with a drug test during his employment with the current employer.
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on the City's premises or while operating a City vehicle, machinery or equipment.

Whenever possible, the Director, manager, or supervisor should have the employee observed by a second Director, manager, or supervisor before requiring testing. Employees who refuse substance testing under these circumstances will be terminated and forfeit Worker's Compensation medical and indemnity benefits.

2. Employees performing a safety sensitive function or who are required to possess a commercial driver's license (CDL) will be tested for controlled substances prior to employment and will be subject to random testing during employment.
3. If the employee in the course of employment enters an Employee Assistance Program (EAP) or a drug rehabilitation program, the employer will require the employee to submit to a drug test as a follow-up to such program, unless the employee voluntarily entered the program. In that case, follow-up testing is optional. If follow-up testing is required, it must 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 to the employee.
4. When the test is conducted as part of a routinely scheduled employee fitness-for duty medical examination that is part of the employer's established policy or that is scheduled routinely for all members of an employment classification or group.
5. At other times and under such circumstances as deemed appropriate by the City management and current and or federal standards. Employees will be given adequate notice of any additions/changes/deletions in the City's drug testing requirements.

D. Employee Assistance Program

The City maintains an Employee Assistance Program (EAP). The purpose of an EAP is to provide help to employees and their families who suffer from alcohol, drug abuse or other problems. We do, however, maintain a list of local providers of employee assistance, drug and alcohol treatment and family services that employees may access without City involvement.

It is the responsibility of an employee to seek assistance from an EAP before alcohol and drug problems lead to disciplinary actions. Once a violation of this policy

occurs, subsequently using an EAP on a voluntary basis will not necessarily lessen disciplinary action and may, in fact, have no bearing on the determination of appropriate disciplinary action.

An EAP will provide appropriate assessment, evaluation, counseling and or referral for treatment of drug and alcohol abuse. Such employees may be granted leave with a conditional return to work, depending on successful completion of the agreed upon appropriate treatment regimen, which may include follow-up testing.

The cost of seeking assistance from an EAP or other provider will be the responsibility of the employee and is subject to provisions of the City's health insurance plan. Please consult the provider for specifics concerning this issue.

E. Grounds for Termination or Discipline

1. Illegal Drug Use

The following are considered violations of the City's drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a City required drug test;
- Failing a City required drug test;
- An employee bringing illegal drugs onto the City's premises or property (including City vehicles).
- Possession of illegal drugs or drug paraphernalia on the employee's person.
- Using, consuming transferring, selling, or attempting to sell or transfer any form of illegal drug (as previously defined) while on City business or at any time during the hours between the beginning and ending of the employee's workday, whether on City property or not.

2. Alcohol Abuse

The following are considered violations of the City's drug-free workplace policy and are subject to discipline, including discharge or suspension from employment without pay and loss of Workers' Compensation benefits, even for the first offense:

- Refusing to take a City required alcohol test;
- Failing a City required alcohol test;
- An employee bringing alcohol onto the City's premises or property (including City vehicles).
- An employee who is under the influence of alcoholic beverages at any time while on City business or at any time during the hours between the beginning and ending of the employee's workday, whether on City property or not (including City vehicles).
- An employee shall be determined to be under the influence of alcohol if:
 - a. The employee's normal faculties are impaired due to consumption of alcohol or if,
 - b. The employee has a blood alcohol level of .08 or higher and/or .04 for CDL drivers.

F. Confidentiality

1. All information, interviews, reports, statement memoranda, and drug-test results, written or otherwise received by the employer through a drug-testing program are confidential communications and may not be used or received in evidence, obtained in discovery, or disclosed in any public or private proceedings except in accordance with this section or in determining compensability under this Chapter 440., F.S. (Workers' Compensation).

2. This subsection (confidentiality) does not prohibit an employer, agent of an employer or laboratory conducting a drug test from having access to employee drug-test information

or using such information when consulting with legal counsel in connection with actions brought under or related to this section or when the information is relevant to its defense in a civil or administrative matter.

G. Medication Reporting Procedure

Employees or job applicants may confidentially report to the City's Medical Review Officer (MRO) the use of prescription or nonprescription medications both before and after being tested. Additionally, employees and job applicants shall receive notice of the most common drugs or medications by brand name or common name, as applicable as well as by chemical name which may alter or affect a drug test (listing is attached).

H. Reporting of Test Results

Employees or job applicants who receive a positive confirmed test result may contest or explain the result to the medical review officer within 5 working days after receiving written notification of the test result. If the employee or job applicant's explanation or challenge is unsatisfactory to the Medical Review Officer, the Medical Review Officer shall report a positive test result back to the City. Employees and job applicants may also contest the drug test result pursuant to law or to rules adopted by the Agency for Health Care Administration (AHCA).

I. Challenges to Test Results

1. A requirement of a drug free workplace program is that within five (5) working days after receiving the notice of a positive confirmed test result, an employee or job applicant may submit information to the City (Employer) explaining or contesting the test result and why the result does not constitute a violation of the City's (Employer) policy. If the employee or job applicant's explanation or challenge of the positive test result is unsatisfactory to the City (Employer), a written response as to why the employee or job applicant's explanation is unsatisfactory, along with the report of positive result, shall be

provided by the by the City (Employer) to the employee or job applicant; and all such documentation shall be kept confidential by the City (Employer) pursuant to confidentiality provisions outlined above and shall be retained by the City (Employer) for at least one (1) year.

2. An employee or job applicant may undertake an administrative challenge by filing a claim for benefits with a Judge or Compensation Claims pursuant to Chapter 440, Florida Statutes, or, if no workplace injury has occurred, the person must challenge the test result in a Court of competent jurisdiction. When an employee or applicant undertakes a challenge to the result of a test, it shall be the employee or applicant's responsibility to notify the laboratory, and the sample shall be retained by the laboratory until the case is settled.

J. Drugs To Test For

The City (Employer) may test for any of all of the following substances:

Drugs	Trade or Common Name
Alcohol	Liquor, Beer, Booze
Amphetamines	Biphetamine, Desoxyn, Dexedrine
Cannabinoids	Marijuana, Pot, Grass
Cocaine	Coke, Flake, Snow, Crack
Phencyclidine HCl	PCP, Angel Dust
Methaqualone HCl	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

K. Consultation Rights

Employees and applicants have the right to consult the City's (Employer) Medical Review Officer (MRO) for technical information regarding prescription and non-prescription medications.

L. Medical Review Officer

The City's Medical Review Officer(s) are:

Attending Physicians at:

Advent Health, Centra Care 19015 US Highway 441 Mount Dora, FL 32757 Phone: 352-383-3484	MD Now (HCA Health Provider) 805 E. CR466 Lady Lake, FL 32159 Phone: 352-674-9218
---	--

**OVER THE COUNTER AND PRESCRIPTION DRUGS
WHICH COULD ALTER OR AFFECT DRUG TEST RESULTS***

Alcohol	All liquid medications 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, Dexedrine, Didrex, Ionamine, Fastine
Cannabinoids	Marinol (Dronabinol, THC
Cocaine	Cocaine HCl topical solution (Roxanne)
Phencyclidine	Not legal by prescription
Methaqualone	Not legal by prescription
Opiates	Paregoric, Parepectolin, Donnagel, PG, Morphine, Tylenol with Codeine, Emprin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, dilaudid (Hydromorphone), M-S Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-organidin, etc.
Barbituates	Phenobarbitol, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol Mebral, Butabarbital, Phenrinin, Triad, etc.
Benzodiazepines	Ativan, Azene, Clonopin, Dalmine, Diazepam, Librium, Xanax, Serax, Tranxene, Valium, Verstran, Halciaon, Paximpam, Restoril, Centrax
Methadone	Dolphine, Metadoe
Propoxyphene	Darvocet, Darvon N, Dolene, etc.
*DUE TO THE LARGE NUMBER OF OBSCURE BRAND NAMES AND CONSTANT MARKETING OF NEW PRODUCTS, THIS LIST CANNOT AND IS NOT INTENDED TO BE ALL INCLUSIVE.	

Purpose of this Form: The use of this form is to alert you of the possible influence that prescription drugs may have on the outcome of a drug test. Currently, it is for your information only. If necessary, any questions about the outcome of a drug test will be addressed by a licensed physician.

M. CONSEQUENCES

One of the goals of our drug-free workplace program is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious and the following consequences will apply:

1. Applicants- If an applicant violates the drug-free workplace policy, the offer of employment will be withdrawn, and the applicant may reapply after six months provided s/he has successfully passed the pre-employment drug test.
2. Active Employee- If an active employee violates the drug-free workplace policy, s/he will be subject to progressive disciplinary action and may be required to enter rehabilitation. An employee who is required to enter such a program who fails to complete it and/or refuses to sign and abide by a Return-to-Work Agreement, will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or discharged for other workplace/policy violations or for performance.

N. RETURN-TO-WORK AGREEMENTS

The City recognizes that alcohol and drug abuse and addiction are treatable illnesses. It is our goal to support and improve the success of rehabilitation. To support our employees and our drug-free workplace policy, we urge the following:

- Seek help if you are concerned that you or a family member may have a drug and/or alcohol problem by calling the Employee Assistance Program (EAP) to set up an appointment with the appropriate professional service provider so that you or they may be evaluated.
- Allows the use of accrued paid leave while seeking treatment for alcohol or drug problems.

- Treatment for alcohol or drug use may be covered by the medical plan. You should inquire about the coverage when considering treatment. However, the financial responsibility for recommended treatment belongs to the employee.

O. SHARED RESPONSIBILITY

To maintain a drug-free workplace, everyone shares the responsibility. Both employees and management have roles to play.

1. Supervisors - should observe employee behavior and communicate the policy often to staff and include it in new hire orientation along with other departmental policies. The drug-free workplace policy should be included in the annual training along with other policies.

2. Employees -should inform Human Resources when they are prescribed certain medications which may cause drowsiness, or other side effects which prevent them from performing their jobs safely. Depending upon the nature of the employee's position, s/he may be temporarily moved to another position or required to take a leave of absence for the duration of the treatment. All employees are encouraged to work safely and be consider of others who you work with.

3. Management- should communicate the policy often and be committed to enforcing the policy by taking the steps outlined above.

Remember the intention of this policy is not to determine whether the illicit substance and/or medication is legal. In Florida, medical marijuana is legal with a prescription. However, while at work and on city premises, an employee may not be under the influence of marijuana whether legal or illegal. Any employee who fails to comply with this policy and/or tests positive will be suspended pending an investigation. If conditions warrant, referral to proper authorities for prosecution may occur. All actions taken in accordance with this policy will be coordinated through Human Resources.

1.6 IMMIGRATION CONTROL AND REFORM ACT (1986)

The Immigration Control and Reform Act makes it illegal for employers to knowingly hire an illegal immigrant. The City will comply with this Act and as of January 2021, Florida Statute (448.095) requires all government employees to utilize E-Verify for all new hires. E-Verify is a database run by the Department of Homeland Security. It requires the information on the I-9 form to be entered into their database. The information is checked and verified, and the employer is informed whether the new hire is authorized to work in the United States. In the event E-Verify sends a non-confirmation notice to the City, the new employee will be notified via email, and they will have a period of ten (10) days to contact the Social Security Administration. If the employee fails to resolve the matter within ten (10) days, the City can legally terminate their employment.

1.7 UNIFORM SERVICES EMPLOYMENT AND RE-EMPLOYMENT RIGHTS ACT (USERRA)

A PURPOSE

To provide protection to veterans, active duty, reservists, and national guard members from employment discrimination for having served in the armed services.

B. POLICY

It is the policy of the City to comply with Federal and state statutes regarding military leave, re-instatement to the job, and to provide benefits and training, and other job opportunities (when available) upon return to work provided the employee meets the following requirements:

- a) Is actively serving in the uniformed services of the United States; Marine Corp, Air Force, Navy, Army or Coast Guard or their reserve forces, or the Air National Guard, Commission Corps of the Public Health Service and any other category of persons designated by the U.S.

President in time of war or emergency. Service is defined as the performance of military duty on a commission or non-commission status, and on a voluntary or non-voluntary basis.

- b) Employee notifies the City in advance; either in writing or verbally that s/he must take military leave. Notice must be made as soon as it is reasonable to do so.
- c) Length of leave is five years or less. The five-year limit does not include inactive duty training, annual training, involuntary recall to active duty or involuntary retention on active duty, or voluntary or involuntary active duty in support of war or national emergency, or certain operational missions.

Reemployment and Notice Requirements of Intent to Return to Work

A full-time city employee is eligible for re-employment following service if:

- 1) S/he gave advance written or verbal notice of the need for military leave.
- 2) The cumulative leave did not exceed five years.
- 3) The employee was released from service under honorable conditions and provided verification of such.
- 4) The employee notifies the City of his/her return to work, and returns to employment in a timely manner as follows:

1-30 days of service or for the purpose of a military readiness physical examination- employee must return at the beginning of the first day of the next regularly scheduled work period following the completion of service.

31-180 days of service- S/he must apply for re-employment to the City within 14 days after completion of service, or as soon as possible if the failure to make a timely application is through no fault of the employee.

181 days or more- the employee must submit an application for re-employment to the City within 90 days after completion of service.

Returning employees who have been hospitalized or recovering from injuries incurred or aggravated by service may apply for re-employment after two years following recovery from those injuries when able to perform the essential functions of the job with or without accommodations.

Re-employment Rights

USERRA entitles an employee returning from service to all seniority and other rights and benefits determined by seniority the employee had prior to the commencement of military service. In addition, the employee is entitled to any benefits and seniority rights s/he would have received had they been continuously employed during their time of service.

Pay and Benefits During Leave

A full-time employee who takes a military leave of absence for duty or training will receive full normal base salary from the City for up to a total of 240 hours (30 days).

Leave beyond 30 days will be without pay.

Health, Dental, Vision Insurance and Employee Assistance Program

COBRA- A full-time employee who takes military leave of absence will be eligible for health, dental and vision coverage for him/herself and his/her dependents and for the Employee Assistance Program for a charge of 102% of the premium, until the lesser

of 24 months from the date the employee's civilian employment ended or until the end of the period allowed for the individual to apply for re-employment.

Retirement contributions, Life insurance- All contributions to the retirement plan and life insurance benefits will be discontinued during the unpaid leave of absence.

Vacation and Sick Leave- Paid time off based on length of service will continue to accrue up to the maximum during the employee's military absence. Upon re-employment, the employee will not be subject to a waiting period for health insurance even if s/he did not continue their coverage during their leave of absence.

Re-instatement to job

Service of 90 days or less- A full-time employee returning from service is entitled to employment in the position which s/he held immediately prior to military leave, or the position in which s/he would have been employed if employment had not been interrupted.

Service of More than 90 days – A fulltime employee is entitled to return to the position which s/he held immediately prior to military leave, the position in which s/he would have been employed if the employment had not been interrupted, or to a position of like seniority, status, and pay assuming the returning employee is qualified to perform the duties after reasonable efforts have been made to train the employee for the job. The City is not required to re-employ an individual when circumstances change sufficiently so that re-employment is not possible, reasonable, or would pose an undue hardship on the City.

SECTION II- PERSONNEL AND MEDICAL RECORDS

Policy Number	Policy Title	Last Revised
Policy 2.0	Personnel Records	08/30/2022
Policy 2.1	Medical Records	08/30/2022
Policy 2.2	Access to Employee Files	08/30/2022

2.0 PERSONNEL RECORDS

A. PURPOSE

To establish procedures and assign responsibilities for the maintenance of employee personnel files and to educate employees on what is required for the maintenance of their personal employee file, the type of documents kept, and who can gain access to it.

B. POLICY

It is the policy of the City to maintain employee personnel records in an efficient manner and to assure compliance with laws related to public records while protecting our employees' privacy.

C. PROCEDURE

1. The Human Resources Director is responsible for establishing and maintaining the official personnel file for each employee of the City.
2. Police Department personnel documents required by Florida Statutes may be maintained at the Police Department including:
 - a. Psychological profiles
 - b. Civil Service Test
 - c. Polygraph results
 - d. Background checks
 - e. Oral Board results
 - f. Performance plans and reviews, and
 - g. Such other documents as required by Chapter 931, Florida Statutes.
 - h. Records Related to citizen's complaints and investigations of citizens' complaints.

Copies of a, b, c, d, and e and f (above) shall be forwarded to the Human Resources office for the personnel file. Copies of Internal Affairs investigations results (findings) shall be forwarded to the Human Resources office for the personnel file.

3. Department Directors are responsible for the forwarding of documents for inclusion in the personnel files of those employees assigned to their department.
4. Every employee has the responsibility of keeping their own personal information current and verifying the accuracy of information contained in their personnel file.
5. Separate personnel files shall not be maintained by individual departments except as provided herein. However, each department may maintain copies of records related to employee's performance and discipline.
6. Documents in the personnel file will be maintained by the Human Resources office throughout the association of the employee with the city and shall include at a minimum the following documents:
 - Employee application
 - Job performance evaluations
 - Education and Training information
 - Emergency Contact Information
 - Personal Information
 - Disciplinary records
 - Absence Reports
 - Rates of pay throughout the duration of employment.
 - Dates of hire and termination
 - Direct Deposit, benefit information, deduction authorizations
7. This policy will be periodically reviewed to ensure compatibility with current accepted personnel procedures.

8. Employee personnel files and medical records are maintained during the tenure of the employee and for such time as required by Florida public records laws. No portion of the file may be deleted or destroyed until allowable under the Florida public records laws.
9. Upon termination, the employee file will be retained in the Human Resources office for a period of one year. After one year, the files will be turned over to the City Clerk for the remainder of the retention period as required under Florida records retention laws. The City Clerk will ensure information is easily accessible by human resources when it is necessary.

2.1 MEDICAL RECORDS

Employee medical records are private and kept separately from the personnel file and maintained by the Human Resources Director. No one without prior written authorization by the employee will be allowed to look at the files. Upon termination, the files are included in the personnel file and stored in a secure manner.

2.2 ACCESS TO PERSONNEL FILES

A. PURPOSE.

To provide a uniform process for the protection of private information and access to personnel files which are subject to Florida Public Records laws.

B. POLICY.

The policy of the City is to protect and limit access to all its employees' personal and confidential information while complying with Florida public records law.

C. PROCEDURE.

1. Access by persons other than the employee of an employee's record.

- a. All items included in the employees' personnel file and the Police Department file relating to the employee which are exempt from disclosure and the public records requests will be maintained as confidential by the Human Resources office. This includes the following information:

- Social Security Number
- Medical Records
- Psychological Records
- Financial
- Any other information which falls within and exception to the Public Records Law

If access to a document which includes this information is requested, all such information shall be redacted prior to allowing review of the file.

- b. All documents in the personnel file that are public records not subject to exemption will be produced within a reasonable time for review or copying by Florida Law.

- c. Request made by anyone other than the employee:

- The documents may be produced for review at City Hall. The review must occur in a place where the review may be observed by a City Hall employee.
- Copies of documents will be provided within a reasonable time of request.
- The cost of the copied documents is that amount allowed by state law.
- If extensive copying is required, the cost of the employee's time may also be included, and payment must be made by certified check or cash.

- Any personnel documents requested from any department other than the Human Resources Office shall be copied and forwarded to the Human Resources Office for dissemination to the person requesting the documents.
- d. Health/Medical related files and documents will be maintained by the City Human Resources Office. Any information protected by federal law will be maintained as confidential.
 - e. If a public records request includes information contained in the Police Department file, the employee's file will be given to the Human Resources officer for copying and reviewing. The Human Resources officer will be present at the review.
2. Any employee may review his or her personnel file in the Human Resources Office upon reasonable notice to the Human Resources Director. Any Police Department employee may review his or her Police Department personnel file in the Police Department upon reasonable notice to the Police Chief.
 3. Unless prohibited by law, an employee's supervisor may have access to an employee's file if the reason to access it is related to employment with the City. They must access it in the presence of the Human Resources Director.

NOTICE: All public records requests will be subject to Florida's public records laws. Every employee should read and understand how to respond to public records requests (**SEE APPENDIX B**). If in doubt, consult the City Clerk or your Department Head.

SECTION III. CITY EMPLOYMENT POLICIES

POLICY #	POLICY TITLE	LAST REVISED
3.1	Hiring Authority	09/21/2022
3.2	Recruiting and Selection	09/21/2022
3.3	Pre-Employment Requirements- Drug and Background Checks	09/22/2022
3.4	ADA Accommodations	09/22/2022
3.5	Nepotism Policy	09/22/2022
3.6	Workforce Reduction	09/29/2022
3.7	Performance Management	10/06/2022
3.8	Disciplinary Policy	10/07/2022
3.9	Separation from Employment	10/07/2022
3.10	Oath of Loyalty-Government	10/07/2022

3.1 HIRING AUTHORITY

The Directors of the various departments, along with the Human Resources Director, will interview and recommend candidates for available positions. The ultimate hiring authority is the City Manager who will approve all hiring positions.

3.2 RECRUITING AND SELECTION

A. PURPOSE

In accordance with its EEO policy, the City Management is committed to hiring the best qualified candidate period. This applies to new positions and promotional opportunities that become available from time to time.

B. POLICY

The selection method for all positions will be based on the knowledge, skills, and abilities, educational requirements, license(s), certifications, and experience outlined in the job description, and when deemed appropriate, demonstrated performance. All candidates selected must be able to perform the essential functions of the job with or without accommodation.

C. PROCEDURE

The following actions will take place whenever a position becomes vacant,

- a. The Department Head will notify Human Resources and review the job description to ensure it is up to date.
- b. The Human Resources Director will create a job posting and discuss options for the most efficient method of advertising the position which may include but is not limited to the city web site, popular job boards like Indeed, LinkedIn, Zip

recruiter, Ladders, The FL League of Cities, and any other resources available. For key positions, the services of a Recruiting Agency may be obtained.

- c. A time frame to hire for the position will be established.
- d. When hiring for a new position, the Department Head must have it included in their budget or gain special permission from the city manager.
- e. Any employee who wishes to apply for a vacant position must:
 - Fill out an internal application (See Human Resources),
 - Have approval by their current Supervisor/Manager, and
 - Be employed in their current job for at least one year.
 - The employee must have a good performance record in their current job and possess the minimum qualifications and/or have gained the necessary experience outlined in the job description.
 - The employee cannot have had any prior disciplinary actions in the year prior to applying for the new position.
- f. The candidate must be able to pass a pre-employment drug and background check if it is for a safety sensitive position.
- g. In most cases, the interviews will be conducted by both the Department Head and the Human Resources Director, but for management positions, the final interview will include the City Manager and, if requested, other Department Heads.

VETERANS PREFERENCE

When the City receives applicants for positions and two are equally qualified for the position, preference will be given to the applicant who is an honorably discharged veteran.

POLICE DEPARTMENT RECRUITING/SELECTION

The Police Department's hiring system is unique to Law Enforcement. It entails an extensive background check for all candidates, a more extensive physical examination, drug screening, and an investigation. The interviews are generally held by the Chief, Captain, and several other department officers. Candidates are scored by a rating system which is applied consistently across all interviews for the open position. The Human Resources Director may participate in the hiring process.

3.3 PRE-EMPLOYMENT DRUG AND BACKGROUND CHECK

a. Drug Screening

The City is a Drug Free workplace (See Drug-Free Workplace Policy). Therefore, candidates who are offered a safety sensitive position are required to take and pass a pre-employment drug test after a conditional offer of employment. This is included in the pre-employment physical examination. All costs are incurred by the City.

b. Medical Examinations

Job candidates who receive an offer of employment must take and pass a pre-employment physical examination conducted by the City's healthcare provider. If the physician performing the examination deems any candidate medically unable to perform the essential functions of the position with or without accommodation, the report shall state the reason(s) for the inability and the reason for rejection. The final decision rests with the City Manager.

c. Background Check

All job candidates must submit to having their fingerprints and photograph taken for the purpose of running a routine background check. The background check is run by the Florida Department of Law Enforcement (FDLE).

d. Consequences for Refusal

Any candidate who refuses to submit to a drug screening, a physical examination, or background check will be rejected for employment and the job offer will be withdrawn.

3.4 ADA ACCOMMODATIONS

If you require accommodation in the hiring process, we will adhere to the ADA policy in section 1.2 above.

3.5 NEPOTISM POLICY

A. PURPOSE

Everyone who holds a position with the City also holds the public trust. To avoid suspicions of favoritism and conflict of interest, the City establishes the following policy. This policy applies to all City officials and employees and will remain valid and in force until superseded by an updated version of this employee manual.

B. POLICY

No local official or employee shall be the immediate supervisor, or that supervisor's immediate supervisor, of a related person.

A local official or employee of the City shall not influence or attempt to influence the hiring, transfer, suspension, promotion, discharge, reward, discipline, or the adjustment of grievances of a related person.

A local official or employee of the City shall not influence or attempt to influence the awarding of a City contract to a related person. No local official or employee shall be responsible for managing a City contract with a related person.

Definitions

(1) Related person shall mean a person in a marital relationship, a domestic partner relationship or other committed relationship with a local official or employee, or in a significant familial relationship with a local official or employee.

(2) Significant familial relationship means:

- By blood or adoption: parent, child, grandparent, grandchild, brother, sister, half-brother, half-sister, uncle, aunt, nephew, niece, first cousin.
- By marriage: husband, wife, stepparent, stepchild, stepbrother, stepsister, brother-in-law, sister-in-law, father-in-law, mother-in-law, son-in-law, daughter-in-law, uncle, aunt, nephew, niece. Divorce terminates a significant familial relationship by marriage.

(3) City Official means any elected official on the Commission, or appointed to various Boards and Committees.

(4) City Employee means the City Manager, City Clerk, Directors, and individuals who are employed by the City of Fruitland Park and are paid by the city.

C. PROCEDURE

- Any City Official or employee who is romantically involved with another individual employed by the City should disclose their relationship. If one supervises or influences the other as described in the policy above, then one of the individuals must transfer to another department if a position is available or resign their position.
- The employment of a relative is not prohibited so long as one does not supervise the other. For example, two brothers may work for the City in the same department, e.g., public works as an equipment operator, the other a laborer within the same department. One cannot supervise the other. If the situation occurs where one would supervise the other, then one must transfer to another department if a position is available or resign their position.

3.6 WORKFORCE REDUCTION

A. PURPOSE

To ensure the City can function efficiently and in an orderly fashion in the event certain situations occur which may force the City to re-organize, downsize, or re-structure the workforce. Examples of some situations may include but are not limited to; severe weather which forces a shutdown or results in major structural damage, pandemic, economic downturns which may force the City to reduce its workforce, and a significant loss of funding to name a few.

A workforce reduction may be temporary or may result in a permanent restructuring. Workforce reductions are considered a last recourse after exploring other alternatives. However, in the event the city is forced to make cuts in the workforce, the following policy will apply.

B. POLICY

When the City is forced to cut jobs for any reason, the process will be conducted in a nondiscriminatory manner as outlined in the EEO Policy. With that in mind, the following will occur:

- a. An organizational analysis will be conducted. It will involve evaluating all City held positions in the following manner:
 1. Non-Critical: Not critical to agency operations
 2. Critical - Low impact: Low impact on agency operations
 3. Critical - Moderate Impact: Moderate impact agency operations
 4. Critical - Severe Impact: Severe impact on agency operations
 5. Critical - Extreme Impact: Extreme impact on agency operations
- b. Based on the results of the analysis, the City Manager will evaluate non-critical programs and eliminate or consolidate programs and/or positions. Seasonal, temporary, and part-time positions held in non-critical programs will be the first eliminated.
- c. Other criteria to be considered for remaining jobs will be:
 1. Knowledge, skills, and abilities needed moving forward,
 2. Seniority, when the individual meets the minimum Qualifications of an available position,
 3. Veteran Status when the individual meets the minimum qualifications
 4. Performance

C. PROCEDURE

In the event a reduction in force (RIF) is necessary,

- Department Directors will put together a strategic plan for their individual department based on the criteria listed above.

- The City Manager, Human Resources, and Department Directors will hold a strategic planning meeting to review lists and create a Master list. These are the employees who will remain. All other employees will receive 30 days' notice of the impending layoff.

Transfers

- If an employee from one department is being laid off and possesses the skills needed in another department, they may be transferred to that department and position if their past performance is good.

Re-Calls/Re-employment

After a RIF has occurred, the city will re-call laid off employees back as certain jobs become available or created. If a job becomes available, the employee who formerly held the position will be considered first unless another employee with more seniority possesses the skills to perform the essential functions of the job. No Supervisor may advertise a job until the list of laid off employees has first been examined. If the job requires skills not found on the list, then the job will be advertised. Department Directors should work with Human Resources to determine who should be re-called.

3.7 PERFORMANCE MANAGEMENT

A. PURPOSE

To ensure employee job performance is monitored regularly, coaching, and monitoring of staff occurs, and any performance issues are well documented and discussed with the employee. The goal of performance management is to ensure that every employee has equal opportunity to learn, grow in their jobs and perform at their optimum level. In addition, pay increases may or may not be tied to performance evaluations, but in instances where they are, the reason for the pay increase should be well documented.

B. POLICY

The City's policy on performance evaluations may vary by department due to the nature of the work involved. For example, the Police Department and Public Works may benefit from utilizing a "targeted" performance evaluation form which focuses specifically on the job duties unique to their department. The City's administrative employees may utilize a standard form that is chosen by Human Resources in collaboration with Department Heads. Whatever form is utilized, the criteria should be applied consistently and uniformly to performance across all the employees and coordinated with Human Resources.

Performance evaluations will be used in the following instances:

- Probationary Period- The goal is to evaluate a new employee's performance during the first 90 days of employment. If after 90 days, the employee is still not at the level of performance where they should be, the supervisor can elect to extend the probationary period to another 30-90 days or discharge the employee. If the Supervisor elects to extend the probationary period and the employee is not at the level expected at the end of the extension, his/her employment will be terminated at that time.

When the employee has successfully completed the probationary period, they will be put on regular status. This does not imply an employment contract and should not be construed as such. All employees with the City are considered "at will".

- Annual Performance Review- The annual review should be completed on the employee's anniversary each year. It is meant to provide an opportunity for both the Director/Manager and the employee to hold a meaningful discussion about their work performance during the last

year, discuss any issues that may exist, the employee's career goals, and then, to set goals for the coming year.

- New Promotion- A 90-day review should be completed after a new promotion. This review should follow the same method as the probationary review.
- Signatures- Both the Director, manager/supervisor and the employee must sign the performance evaluation form. *Signing does not signify agreement with the performance review. It simply means that a discussion took place with the employee.* The employee has the right to disagree in writing and attach their statement to the performance review. If the employee elects to write a statement, it must be completed before turning in the final evaluation to Human Resources and must be reviewed by the city manager.

C. PROCEDURE

To comply with the policy, Directors/Managers and supervisors should:

Process:

- Keep a calendar of all staff with their hire dates to determine when performance reviews should be completed. Human Resources can help with this.
- Consult with Human Resources to obtain the current form.
- Complete the form and review with Human Resources and the City Manager BEFORE discussing it with the employee. After both the Human Resources Director and the City Manager have signed the form, you may then discuss it with the employee.

- The performance evaluation will be kept in the employee's personnel file.

Merit Pay Increases:

A merit pay increase will be accompanied by a performance review or other documentation on why the employee is receiving a merit pay increase.

- All merit increases should be aligned with the most current compensation plan. Directors and managers should consult with Human Resources if they are unsure how to use the performance matrix and pay grades to calculate an accurate and equitable pay increase.
- All pay increases must be budgeted or be approved by the City Manager.
- A payroll change form should document the pay increase and both the City Manager and Human Resources should sign the form. This will be kept in the employees' personnel file.

3.8 DISCIPLINARY POLICY

A. PURPOSE

To correct inappropriate behavior, conduct, or performance problems in a fair and consistent manner, and to educate employees on what is and what is not acceptable behavior.

B. POLICY

This policy applies to all City employees including Police Officers. City employees are expected at all times to conduct themselves in a manner that does not bring discredit to them, their co-workers, or might harm the public image of the City and the services and programs it provides to the community. Under no circumstances may an employee attempt to mislead, deceive, or misrepresent to others, the City's services, programs, or processes, costs, or other aspects of the city's operations to the public, vendors, applicants, or any other person, on or off the premises. The public must be treated with the utmost respect in person and on the telephone, on or off the premises while the employee is representing the city.

When it is possible, the City will maintain a progressive disciplinary process for inappropriate or unprofessional behaviors and conduct. The progressive discipline policy is meant to correct those problems and will involve the steps outlined below.

C. PROCEDURE

Disciplinary Steps may include the following:

1. First- A verbal warning which will be documented
2. Second- A written warning signed by the employee and placed in the employee's personnel file. In addition, the employee may be placed on a 30–90-day probationary period that will be followed up on by both the supervisor and Human Resources.
3. Third- A final written warning and a suspension of up to 3 days without pay.
4. Fourth- Termination of employment.

In no circumstances will an employee be transferred to another department when they have been warned three times and have failed to correct their behavior or improve their work performance.

Signatures:

Anytime a written warning is issued to the employee, the employee will be required to sign the document acknowledging the discussion took place. Signing the document does not imply agreement with the action, rather it confirms the supervisor or manager/director discussed the action with the employee. *Every employee has the right to refuse to sign a document, but the employee should know that refusal on their part to sign the form will be considered an act of insubordination and will be grounds for immediate discharge.*

EXAMPLES OF WHEN DISCIPLINARY ACTION MAY BE TAKEN

- Failure to perform assigned work,
- A pattern of excessive tardiness or absences (unless a doctor's excuse is provided). Excessive absence means four call-ins in a 12-month period where an illness occurred that was unscheduled. Unscheduled means anything other than a planned doctor's visit.
- Discussion of confidential information with unauthorized persons.
- Refusal to report to work during an official emergency when instructed to do so.
- Refusal to seek treatment or resolution for personal problems which affect work performance, including but not limited to; emotional, family problems, drug/alcohol abuse.
- Improper use of your position with the City for personal gain, to solicit a contribution, or a response or action designed to further a political or charitable cause.

EXAMPLES OF ACTIONS WHERE ONE OR ALL OF THE STEPS MAY BE BYPASSED

There are certain situations which occur in the workplace where the nature of the misconduct is so severe and egregious that the disciplinary steps may be bypassed, and other corrective measures may not be taken. The result of such misconduct may be

immediate termination of employment. Examples of such misconduct include but are not limited to the following:

- Gross insubordination which is defined as failure to follow the City's policies and regulations knowingly or when being instructed to do so, willfully disobeying an order from management when it is a generally accepted instruction for the work being performed, and using abusive, threatening, or profane language when speaking with management, or assaulting a member of management.
- Using abusive or threatening language when speaking with a co-worker or a member of the public you are serving.
- Falsifying records or timesheets.
- Misuse of, destroying, or damaging company property, assets, or records deliberately.
- Unlawful possession of firearms and/or other types of weapons.
- Possession, distribution, or selling illegal drugs on city premises (see Drug-Free Workplace Policy).
- Assault on a co-worker, representative of management, vendor, or a member of the public you are serving while representing the City.
- Theft of any City property, your co-worker's property, or member of the public while working in a position with the city.
- Indecent conduct (See Harassment policy), viewing pornography on a city computer, lewd, or posting inappropriate comments on a city media site while being employed by the city, or any other conduct that is considered indecent by a reasonable person.

- Being convicted of any crime which impacts your ability to perform your job, or brings discredit to the city, or being adjudged guilty of a crime involving moral turpitude, whether a felony or misdemeanor which brings discredit to the city.
- Harassment of another employee when an investigation produces evidence of guilt (See Harassment policy).
- Failure to report harassment when you “knew or should have known” harassment was taking place, or when an employee reported to you they were being harassed (See Harassment policy).
- Other behaviors or conduct which management perceives to bring discredit to the city and/or creates distrust by the public.

Disciplinary Actions

Before taking disciplinary action, the Director, manager, or supervisor must first consult with Human Resources who will determine if it should involve the City Manager or the Labor attorney. In all terminations, the final decision will be made by the City Manager upon recommendation by the Department Director or Human Resources. In no instance may a director terminate an employee without first consulting the City Manager.

Pre-disciplinary Meeting and Disciplinary Action and Appeals

In situations where the discipline involves demotion or suspension involving loss of pay or termination and before the discipline becomes final, the City Manager will provide the employee with the opportunity to meet with and to present to the City Manager any reason why the employee believes the discipline should not be imposed.

The employee will be notified in writing of the City Manager’s decision and the final action within five (5) working days of the meeting.

Once the discipline is final, the employee may file an appeal, in writing, and request a hearing with the City Manager to appeal the discipline. This request must be received within ten (10) working days from the date of written notification of final action from the City Manager. The employee may have the hearing before the City Manager or any other person the City Manager may select.

Within a reasonable time, the City Manager will grant a hearing to the employee and render a decision.

After the hearing, the City Manager may confirm, reverse, or modify the original decision of final action. The employee will be notified in writing of the City Manager's decision within (5) working days.

Employees shall be free from reprisal for the use of disciplinary appeals. A copy of all documentation produced or related to the discipline shall be placed in the employee's personnel file.

Appeal Procedures

An employee who has been disciplined can appeal the imposition of discipline as follows:

Step 1 – Any employee who has a grievance concerning discipline shall file an appeal with his immediate supervisor within three (3) working days from the time the final discipline occurred. The appeal must be in writing, dated and signed. It must set out the particular facts which he contends to support his/her claim and the relief s/he seeks. The supervisor shall respond to the employee's grievance, in writing, within three (3) working days.

Step 2 – If the employee is satisfied with the response, the matter is ended. If the employee is not satisfied, s/he may request a meeting with the next higher-level supervisor, normally, the Department Head, within three (3)

working days. If no meeting is scheduled within three (3) working days, the matter is considered to have ended. The same procedure shall be followed when presenting the case to the Department Head. Documentation generated during Step 1 shall be included in this presentation. The Department Head shall respond to the employee's appeal, in writing, within three (3) working days.

Step 3 – If the employee is satisfied with the Department Head's response, the matter is ended. If not, s/he may request a meeting must be scheduled with the City Manager within three (3) working days. If no meeting is scheduled within three (3) working days, the matter is considered to have ended. At the meeting all prior documentation shall be presented. The City Manager shall respond to the employee's appeal, in writing, within three (3) working days. The City Manager's decision is final and the employee has no further recourse, except in the appropriate court of law.

The employee appealing and supervisory employees at all levels may call upon other knowledgeable individuals to present documentation or testimony during the appeal process, if reasonably available. Should there be a dispute in this regard, it shall be resolved by the City Manager, whose decision is final.

Copies of all documentation generated during the appeal process shall be placed permanently in the appealing employee's personnel file.

This procedure applies to the discipline, demotion, suspension or termination of Law Enforcement Officers as well and shall include the guidelines established in Florida State Statute Chapter 112."

3.9 SEPARATION FROM EMPLOYMENT

A. PURPOSE

As a result of employment at will, separation of employment may be voluntary or involuntary. Voluntary separations from the city generally result from resignation or retirement. Involuntary separations occur because of layoffs, downsizing, restructuring, discharge, reduction in the labor force, closing a facility or death. The City's policy for separation of employment and final pay is as follows:

B. POLICY

Voluntary Separation:

You are free to resign or retire from your employment at any time, with or without a reason or notice. However, the City requests that you give at least a two week notice if you are voluntarily leaving your position. This allows the City sufficient time to find a replacement for your position. You should submit your resignation to the Department Head, or if you wish, to the City Manager or to Human Resources. The notice should state why you are leaving and include the effective date of your resignation. The effective date should be within 30 days from the date you submit your resignation unless you are employed in a senior management position, then you may be required to provide a 60-day notice.

Involuntary Separation:

The City has the right to terminate your employment at any time for any reason or for no reason if it is not an illegal reason, with or without giving notice. If your employment is terminated, it should not be unexpected (See disciplinary Policy) unless it was for an egregious act where the disciplinary steps were bypassed (See Disciplinary Policy).

Layoff, Reductions in work force, downsizing, restructuring
(See Workforce Reduction policy in 3.7 above.)

Separation due to death:

In the event of your death, your final paycheck will be paid to your spouse on the next scheduled pay date. If you are unmarried, final pay will be issued to the designated beneficiary on your life insurance or to your estate on the next scheduled pay date.

Separation due to Medical Reasons:

When a medical examination determines that an employee is incapable of performing the duties of the position satisfactorily because of a physical or mental impairment, which is likely to continue indefinitely, or to recur frequently, the individual's employment will be terminated. However, every effort will be made to reassign the employee to a position within his/her mental/physical capabilities. Final decision in this instance will be made by the City Manager. If this is the case, the employee will be paid all accrued PTO and compensatory time on the next pay date.

C. PROCEDURE

The Exit Process

If you are separated from employment for any reason, you must:

- Surrender all City supplies, property, keys, credit cards, books, ID, phone, uniforms, or any other articles belonging to the City before you leave.
- All reimbursable expenses and other affairs are to be settled prior to leaving the City.

- The Human Resources Officer will provide information to you about continuation of Health insurance (COBRA) and other benefits. However, it is your responsibility to ask questions about any benefits or to follow up with insurance providers about your own personal benefits.
- Final pay including any accrued vacation/sick time and compensatory time, will be paid on the next pay period following your termination date.

Exit Interview

If you are voluntarily leaving the organization, you may be asked to participate in an exit survey or interview. This is appreciated as Management uses your feedback to make the City a better workplace.

3.10 OATH OF LOYALTY

At the new hire orientation, a new employee will be given the Oath of Loyalty. This is a requirement for all government employees (Florida Statute, Chapter 876-05). The oath asks you to swear or affirm loyalty to the Florida and the United States constitutions.

SECTION IV. JOB CLASSIFICATIONS, WORK SCHEDULES

POLICY #	POLICY TITLE	LAST REVISED
4.1	FLSA Job Classification	10/19/2022
4.2	Workdays, Work weeks, Work Breaks and Lunch Periods	10/19/2022
4.3	Workdays, Work Weeks-Sworn Police Officers	10/20/2022
4.4	Flexible Work Schedule and Remote Work	11/04/2022
4.5	Attendance Policy	11/14/2022

4.1 FLSA JOB CLASSIFICATIONS

A. PURPOSE

To inform employees how the Fair Labor Standards Act (FLSA) designates job classifications and defines the work week/day.

The City will classify employees, set the workday, and work week to comply with the FLSA.

C. PROCEDURE

Exempt- The FLSA classifies employees as exempt (salaried) or non-exempt (hourly) based on specific criteria. An exempt (salaried) employee is not eligible for overtime pay or compensatory time for hours worked over 40 hours in a workweek and is paid an annual salary which is paid out equally over 26 pay periods on a bi-weekly basis. Exempt employees employed by the City are not required to fill out a weekly time sheet.

Non-exempt- A non-exempt (hourly) employee is eligible for overtime pay at one and one-half (1-1/2) times their hourly rate of pay for all hours worked over 40 hours in a workweek and is paid for 26 pay periods on a bi-weekly basis. Non-exempt employees who work in the public sector are eligible for compensatory time in lieu of overtime pay (See compensatory time).

A non-exempt (hourly) employee is required to complete a weekly timesheet reporting all hours worked. Holidays, vacation, sick, and personal hours are not considered work hours and will need to be coded as instructed by the payroll clerk. All non-work hours will be paid at your regular hourly rate.

4.2 WORK WEEKS, WORKDAYS, WORK BREAKS & LUNCH PERIODS

A. PURPOSE

To comply with the FLSA and to educate employees on how the workweek is set.

B. POLICY

The policy of the City is to set workdays, work hours and work weeks that will allow the City to conduct business in a manner that best serves the Community and residents of the City while working in the most efficient manner possible.

C. PROCEDURE

Work Week – The FLSA allows the city to set any seven (7) consecutive calendar days as the workweek. The City's normal work week begins at midnight on Sunday, Monday through Friday, consisting of 40 hours per week for general administrative employees. The work week can be changed by the Manager at any time to best achieve the goals of the department.

Workday and Work Breaks- Generally, but depending on the department, the city's workday consists of eight (8) working hours from 8:00 a.m. to 5:00 p.m. daily with an hour provided for a lunch break and two fifteen (15) minute breaks. This schedule may be altered as needed by the department head, weather conditions, or emergency situations with the approval of the City Manager.

Lunch Periods- Non-Exempt (hourly) employees are required to take their lunch hour. The City will not pay employees for the extra time not used for lunch unless an unusual circumstance exists that would necessitate such an action. Employees may arrive early as a matter of convenience but are not on the clock until 8:00 a.m. unless prior arrangements with the department head have been made for a specific reason. In addition, any non-exempt employee who chooses to eat their

lunch at their desk should not perform any work during the lunch hour including answering the phone. Employees are strongly encouraged to leave their desks during their lunch hour. The City will only pay employees for time worked during their normal scheduled hours.

4.3 WORKDAY, WORK WEEK AND BREAKS – POLICE

Workday-Police Officers- The normal workday and work week may vary for police officers depending on the needs of the department, events occurring in the city, and weather. However, the normal work schedule includes 12-hour shifts which may be scheduled anytime during the 24-hour period.

Work Week- Police Officers- Sworn police officer personnel currently follow an alternate work schedule. Their work week includes all seven days of the week, and they typically work between 84-86 hours during a 14 day pay period.

Breaks and Lunch Periods – Sworn Police officer personnel are provided with two fifteen-minute breaks each day and a one-hour lunch period. Personnel are required to notify their supervisor when they take any type of break or meal period.

4.4 FLEXIBLE WORK SCHEDULE AND REMOTE WORK

There are times when it may become necessary to allow employees to work flexible hours or to work remotely from home or another location. There is a difference. The following guidelines should help employees understand that working a flexible work schedule and/or working remotely from home or another location is a privilege that should not be abused. If an individual chooses to abuse the privilege by being unproductive or failing to perform tasks specific to their jobs, they will be required to come into the office and the privilege will be revoked.

Flexible Work Schedule

A flexible work schedule means your workday or workweek still includes 40 hours and you still work from the office. The difference is you may be allowed to work on a schedule that accommodates both the city and your situation. For example, instead of working 8:00-5:00, you might need to work 8:00-12:00 and 4:00-8:00. This allows you to work 8 hours per day, but on a flexible schedule. In addition, a flexible schedule may be temporary. The job will dictate the hours and the schedule. Both the Department Head and the City Manager will need to approve a flexible work schedule, with the City Manager having the final approval.

Working Remotely

There are situations that arise from time to time when an employee may be able to work remotely. For example, during the pandemic many workers learned to work remotely from home or even from other locations. There are times when an employee may be attending a conference, traveling, or may need to stay home for other reasons. When working remotely, workers work the same number of hours and perform the same tasks, but they work from home instead of the office. When allowing employees to work remotely, the City expects the employee to be productive, deadlines to be met, and work to be completed. Following are some guidelines for when it may be necessary to work remotely.

- Employees should have a City laptop and the ability to log into their desktop computer.
- Employee should have access to a printer.
- Employee should know how to initiate a zoom meeting with others when necessary.
- Employee should be accessible via telephone during normal business hours.
- Employees are expected to answer emails, questions, or be able to assist others when asked.

- The employee should create a workspace in their home that is just for work. Studies have shown this to be helpful for remaining focused.

All remote work must be approved by the Department Director with the final approval of the City Manager.

4.5 ATTENDANCE POLICY

A PURPOSE

To ensure employees understand that attendance is an essential function of their jobs.

B POLICY

Attendance is crucial to the City's ability to maintain services and operate in an efficient manner and is expected of all employees. Being on time and scheduling time off is the professional way to behave. When employees do not conduct themselves in a professional manner and miss work consistently, the following procedures apply.

C PROCEDURE

1. Excessive absenteeism - will not be tolerated. If an employee is absent for more than three consecutive days, a doctor's excuse must be provided. If an employee has used up sick leave and is frequently absent due to illness so that it becomes habitual, the City will require the employee to have a physical examination by a physician designated by the City. If you are unable to perform the essential duties of your position with or without accommodations, your employment may be terminated (See separation from Employment policy above, last paragraph and PTO policy). In addition, the supervisor may require you to provide a doctor's excuse for every illness after 10 days missed in a 12-month period due to illness that is unscheduled.

2. Notification Requirement- An employee who is going to be absent due to illness must call his/her supervisor at least one hour before the shift begins or s/he will be counted as unexcused for the day. If the employee is unable to reach his/her supervisor by text or telephone, then the individual should call city hall and leave a message.

3. Tardiness – Employees are expected to be on time for work. Things happen to prevent us from being on time every day, but when it becomes a habit, disciplinary action will be taken (See disciplinary policy). For example, if Mary is more than ten minutes late on a regular basis, that is a habit. If Mary is five minutes late a couple of times per month, a reasonable person would not think it was habitual.

4. Unexcused Absences – An employee who has received three unexcused absences during a twelve-month period will be disciplined. Examples of unexcused absences are: 1) Missing 3 consecutive days without a doctor's excuse. 2) No call, no show, 3) Failing to report during an emergency, 4) Failing to report during on-call assignment unless its due to illness.

5. Abandoning Job – An employee who misses two consecutive days without contacting his/her supervisor will be terminated from employment for abandoning their position and will be presumed to have resigned. When extenuating circumstances have occurred where the employee may not be able to notify their employer, the absence may be authorized, and no disciplinary action will occur.

Consequences for Excessive Absenteeism

Absenteeism is a costly expense to the City, but it is also not fair to co-workers who are having to perform your duties in addition to their own. Any employee who consistently misses work when it is unauthorized will be subject to disciplinary action up to and including termination of employment.

SECTION V. STANDARDS OF CONDUCT

POLICY #	POLICY TITLE	LAST REVISED
5.1	City Professionalism Policy	10/20/2022
5.2	Code of Ethics	10/20/2022
5.3	Political Activity	10/21/2022
5.4	Solicitation and Distribution Policy	10/21/2022
5.5	Garnishment of Wages	10/21/2022
5.6	Use of City Property	10/21/2022
5.7	Other General Prohibitions	10/21/2022
5.8	Social Media Policy	11/01/2022
5.9	Safety Policy-General	11/01/2022
5.10	Violence in the Workplace-Includes Domestic Violence	11/01/2022
5.11	Visitors in the Workplace	11/04/2022
5.12	Complaint Resolution Process	11/04/2022

5.1 CITY PROFESSIONALISM POLICY

A. PURPOSE

City employees serve as representatives for the city and have the public's trust. As stated in the mission statement, our goal is to *"make the city a great place to live, work, and visit."* The public are inclined to view the City by the people who represent them. We create a good impression by performing our jobs well and conducting ourselves in such a manner as to not portray the city in a negative manner. This policy is meant to provide guidance on ways in which we can do that.

B. POLICY

City employees interact with each other and the public daily. It is important to always behave in a professional manner. (See Code of Ethics). Professionalism is more than just a word. It encompasses how you look, speak, act, dress, and behave in the workplace. Therefore, the City establishes the following guidelines on professionalism. These guidelines should be used by all employees to model behavior and appearance.

C. PROCEDURE

Personal Hygiene– It is important for employees to practice good personal hygiene and to be conscious that they work closely with others who may suffer from allergies. We should be conscious that strong deodorants, perfumes, lotions, and hair products may affect those around us. It is recommended that you use unscented personal hygiene products.

Dress- City employees are expected to dress in a manner appropriate to the jobs they perform and in consideration of (1) the fact that the open work environment gives high public visibility to all employees, (2) safety issues, and (3) Staff should serve as role models to those we serve.

The following list contains business casual attire for both males and females. It is meant to serve as a guide and is not all inclusive. Employees should use good judgement on what is appropriate and what isn't.

Business casual is defined as follows: *“relating to or denoting a style of clothing that is less formal than traditional business wear but is still intended to give a professional and businesslike impression.”*

Acceptable Business Casual Attire Guide

Males/Nonbinary	Females/Nonbinary
Pants/jeans, no gym wear, no rips, or tears. Docker style pants are acceptable.	Pants/jeans, no rips, or tears. Capri pants are acceptable.
Collared shirts of any kind are acceptable	Blouses, shirts, but no see-through blouses or clothing with deeply revealing neck lines.
Any casual shoes except beach flip flops.	Same, sandals are okay, no beach flip flops.
	Skirts and dresses no more than 2 inches above the knee. Use good judgement.
Shorts are not acceptable.	Shorts are not acceptable.
Gym clothes like sweatpants and workout clothes are unacceptable.	Same.
No costumes unless a legitimate contest is being held, or company event where a costume is appropriate.	Same.

All clothing should be clean, neatly pressed and reflect the image of professionals we all are. A good *“rule of thumb”* is if it's appropriate for the club, the beach, or the gym, it is inappropriate for the workplace. Senior staff set an example for young employees.

Therefore, Supervisors and Directors are expected to abide by, and enforce the dress and professionalism policies of the city.

Accommodations

The City makes reasonable accommodations for dress and grooming directly related to an employee's religion, ethnicity, or disabilities whenever it is possible without causing an undue hardship or affecting the safety of the employee or others.

Attitude – The City expects all employees to maintain a positive attitude when dealing with the public and with each other. This means showing enthusiasm for the job, practicing good manners when dealing with the public and co-workers. The City will not tolerate employees who disparage their co-workers and other employees to the public or create a toxic work environment. Any internal complaints or issues need to be resolved by discussing it with your supervisor and following the internal policies established and described in this handbook.

Profanity – The use of profanity when dealing with the public will not be tolerated. Not only does it insult those who are forced to hear it, but it portrays a negative image of the city.

Diversity – The City employs individuals with different value systems, religions, customs, skin color, cultures, and education. As such, City employees are expected to respect and practice tolerance for the diversity of every individual they work with or serve. The City maintains a zero-tolerance policy for anyone who harasses or discriminates against any individual for characteristics described in the Harassment policy.

5.2 CODE OF ETHICS

A. PURPOSE

A code of ethics is necessary for any organization to be successful and to promote goodwill within the community. It defines acceptable behaviors and establishes a framework which promotes professional behavior and responsibilities. A code of ethics is reflected in the actions of the City's elected officials and the policies it adopts. It sets a standard by which the entire City employees can expect to practice and respect.

B POLICY

The City adopts the following Code of Ethics as well as the core values reflected in the City's policies and procedures. Any violations will be met with zero tolerance and will subject the offender to disciplinary action, up to and including termination of employment.

Conflict of Interest.

- a. No employee shall use or attempt to use his/her position to secure special privileges or exemptions for himself/herself or for others, except as may be provided by policy or law.
- b. No employee shall accept any gift, favor, gratuity, or service that might reasonably tend to influence him/her in the discharge of his official duties.
- c. No employee shall accept employment or engage in business or professional activity which s/he might reasonably expect would require or induce him/her to disclose confidential information acquired by reason of his/her position with the city.

- d. No employee shall disclose confidential information gained by reason of his official position, nor shall s/he otherwise use such information for his personal gain or benefit.
- e. If an employee of the City is an officer, director, agent, or member of, or owns controlling interest in any corporation, firm, partnership, or other business commitments with the City or other political subdivision of the State, he shall file a sworn statement to this effect with the City Clerk.
- f. No employee shall transact any business in his/her official capacity with any business of which he/she is an officer, director, agent, or member, or in which he/she owns a controlling interest.

These policies are in accordance with Sections 112.311 through 112.326, Florida Statutes, entitled “Code of Ethics for Public Officers and Employees.” When an employee has any doubt as to the application of this policy, s/he should discuss the matter with his/her Director, Human Resources, or the City Manager.

5.3 POLITICAL ACTIVITY

Any person holding a position with the City shall have the same privilege to exercise his/her right of franchise as any other citizen; however, no City employee except elected officials of the City, shall take an active part in any political campaign, including the active solicitation of votes and the distribution of political materials during normal hours of work.

Any employee who runs for elected office, must comply with Florida Statutes Section 99.012 “Restrictions on individuals qualifying for public office.”

5.4 CITY BULLETIN BOARDS

A. PURPOSE

To provide guidance on who is permitted to post on City owned bulletin boards.

B. POLICY

Bulletin Boards- All bulletin boards are controlled by Senior Management and employees are not allowed to post notices of any sort on any City Bulletin Board, windows, or walls on City Property unless permission is obtained by the City Manager or Human Resources. This policy does not pertain to official notices required by law or City ordinances and posted by the City Clerk, Human Resources, or other authorized City officials.

5.5 GARNISHMENT OF WAGES

A. PURPOSE

To inform employees of the legal process and actions taken by the City in the event a garnishment is received.

B. POLICY

A garnishment is a legal process ordering the City to deduct a specified amount from an employee's wages to satisfy a debt, child support, taxes owed and other types of debt. The City will comply with both federal/state statutes when making deductions against disposable income.

C. PROCEDURE

When Human Resources receive a garnishment for a debt that is court ordered, the employee is notified, and the document sent to payroll to process. The City encourages all employees to try and settle their financial affairs before a garnishment is issued.

5.6 USE OF CITY PROPERTY

The following pertains to the use of City Property. Any employee who misuses or abuses City property is subject to disciplinary action up to and including termination of employment.

a. An employee must obtain permission from their Department Director or the City Manager to use a City vehicle outside the city limits. A City gasoline credit card will be used to purchase gas. Any out-of-pocket expenses such as parking, tolls, or emergency repairs shall be reimbursed upon presentation of receipts and an expense report.

b. Authorized persons only may ride in a City vehicle, e.g. employees, elected officials and persons under contract. Elected officials may ride only with the Chief in police vehicles. Spouses and family members may accompany an employee when travelling to and from an official function. This does not preclude police officers from transporting detained persons or the offering of transportation to citizens in need of assistance.

c. No hitchhikers are allowed in City vehicles.

d. City vehicles and equipment, whether owned or leased, shall not be utilized for personal reasons, or taken home for personal use.

e. City credit cards are issued to Directors and the City Manager. Receipts must accompany all purchases and upon receipt of the credit card statement, each receipt must be coded and attached to the statement before given to accounts payable for payment.

Any person who knowingly falsifies credit card purchases, uses the city credit card for personal use, or who makes purchases beyond their approval limit without prior approval may be subject to disciplinary action, up to and including termination of employment.

5.7 OTHER GENERAL PROHIBITIONS

The City prohibits the following actions and conduct.

- a. No person shall make a false statement, certification, mark, rating, or report regarding any test, certification, or license.
- b. No person employed by the City shall directly or indirectly give, render, pay, offer, solicit, or accept any money, service, or any other valuable consideration for any appointment, proposed appointment, promotion, or any advantage in position.
- c. No employee shall deceive or obstruct any person in his/her right to application, certification, eligibility, or appointment, or to furnish to any person special or confidential information for the purpose of affecting the rights or prospects of any person with respect to employment with the City.
- d. No employee or official whose duties involve the use of a badge, ID card, or clothing insignia as evidence of authority or for identification purposes shall permit such badge, ID card, or insignia to be used or worn by any person who is not authorized to do so, or to be out of their possession without good cause, or approval from their Department Director or authorized superior. Such badge, ID card, or insignia shall be used only in the performance of official duties of the position in which the individual is employed.
- e. No employee or official shall be a member of or form an association with any group or organization known to cause harm or be known for hate crimes against another group of people. Association or membership in any such organization will be grounds for immediate termination of employment.

5.8 SOCIAL MEDIA POLICY

A. PURPOSE

The City intends to use social media as additional communication channels to help promote its programs, events, and services, and represent itself appropriately and consistently on the internet. Social media technology allows news of an event to spread quickly and is a good forum to facilitate public discussion. This policy is intended to set guidelines on how the City can communicate in the most appropriate way possible.

Examples of Social Media Platforms:

Social media platforms vary and can include, but not be limited to blogs, wikis, microblogs, message boards, chat rooms, electronic newsletters, online forums, social networking sites like Instagram, Facebook, LinkedIn, and other sites and services that permit users to share information with others in a contemporary manner.

Best and Appropriate Uses of social media

- a. Channels to supplement information from other City communication sources such as official web sites, drawing more eyes back to those communication sources and broadcasting the City's message to the widest audience possible.
- b. Channels for disseminating time-sensitive information as quickly as possible (e.g., emergency situations).
- c. Two-way communication, promoting transparency and social engagement in government.

Recommendations:

One of the secrets to social media's success is how easy it has become to participate. But it also makes it easy to respond to or share something before thinking through the consequences. Whether fair or not, the media may use your social personal media output as an official City position if your profile is linked with the City of Fruitland Park. As such here are some tips for you to use before posting.

- Resist the temptation to respond in anger to those you regard as mistaken or ill-tempered.
- Think about how you'd feel if your content was cited on the front page of a leading newspaper or TV station.
- Use your critical thinking and don't share information or pictures that look like they are not factual or in poor taste, or photo shopped.
- Think about the groups that you join- it may be safest not to join a group that could negatively reflect on you and/or the City. You should also view the employee handbook about joining specific type groups.
- Think about whether it would be best to leave your political affiliation out of your Facebook profile.
- Think about making use of privacy settings on social networks.

B POLICY

The City of Fruitland Park's policy on use of social media for City business purposes:

- Maintain social media "pages" not "groups". For example, Facebook pages offer distinct advantages, including greater visibility, customization, and measurability.
- Be categorized as "government" unless there is a business purpose for the account, in which case the account should be categorized as business.
- Include appropriate logos and other pertinent information.

- Use proper grammar avoiding jargon and abbreviations. Social media is more casual, but still represents the City at all times.
- Ensure the accuracy of information before posting.
- Only authorized City employees may use social networking websites to conduct City business.
- Photos of City employees may only be posted by those authorized to do so. The consent of the employee(s) must be obtained, and photo selection must show appropriate discretion and regard for the potential emotional reaction of the public and/or the employee.

City policy on use of social media by Employees for Personal Use:

- Employees need to know and adhere to the City's employee policy manual when using social media in reference to the City.
- Employees should be aware that their actions reflect on their images, as well as the City's image. The information that employees post or publish may be public information indefinitely.
- Employees should be aware that the City's designated individuals may observe content and information made available by employees through social media.
- Employees should use their best judgment to post material **that is not** inappropriate or harmful to the City, its employees, or its customers.
- Employees may not use social media sites to engage in conduct that would be prohibited by other means, such as harassing, bullying, or discriminating based on sex, race, national origin, religion, age, veteran, disability, or family status and/or other prohibited characteristics.
- Employees may not post personal pictures in City uniforms or that displays the city logo without prior City approval. If you are tagged in others' pictures you need to remove the tag. In addition, you may not make videos using your personal phone and post them on any media site while at work, on city property, and while wearing a city uniform unless you have special approval from the City Manager.

- If employees post personal content that is associated with the City (via name of employer) or that involves work or subjects associated with work, a disclaimer should be used, such as *“The postings on this site are my own and may not represent the City of Fruitland Park’s positions, strategies or opinions”*.
- The City logo or name should not be used for personal profit, advancement of personal views, or for solicitation of non-city business.
- Social media use shouldn’t interfere with employees’ responsibilities at the City. Limited personal use of the Internet is permitted, however, our security monitoring software blocks most social network sites.
- Employees who see violations of this policy must address the issue and should report violations/concerns to their respective supervisor.

Using Work Computer for Personal Use

All work computers are for work only. Employees should not use their work computer, whether working from the office or home, to shop, post on social media, or to send emails/texts of a personal nature. Remember, everything you do on a work computer is subject to review by management, public records requests (when applicable), IT, and can be subpoenaed in a court case. You can have no expectation of privacy.

Consequences:

The City reserves the right to determine if an employee’s online activity affects the City. Online activity that violates the City’s work rules or other policies may subject an employee to disciplinary action up to and/or including termination.

5.9 SAFETY POLICY – GENERAL

A PURPOSE

To educate employees on the City's safety policy and to emphasize that a safe and healthy workplace is important to everyone.

B POLICY

The safety and wellbeing of our employees is the City's most important business consideration. No employee will be required to perform a job that they consider unsafe. The City will comply with national OSHA safety and health standards that equal or exceed best practices.

The City will establish a safety committee consisting of both management and labor whose responsibility will be identifying hazards and unsafe working practices, removing obstacles to accident prevention, and helping evaluate the City's effort to achieve an accident and injury free workplace.

C PROCEDURE

The City pledges to do the following:

- Strive to achieve the goal of zero accidents and injuries.
- Provide mechanical and physical safeguards wherever they are necessary.
- Conduct routine safety and health inspections to find and eliminate unsafe working conditions, control health hazards, and comply with all applicable OSHA safety and health requirements.
- Provide free Hepatitis A and B inoculations to employees in Public Works and Special Risk jobs and encourage participation.
- Train all employees in safe work practices and procedures.
- Provide employees with personal protective equipment and train them to use and care for it properly.

- Enforce company safety and health rules and require employees to follow the rules as a condition of employment.
- Create infectious disease policies as needed and educate employees on how to safely work both in the office and remotely.
- Investigate accidents to determine the cause and prevention steps needed to prevent future accidents.

Department Director Responsibilities

Department Directors should educate new employees on safety procedures pertaining to their specific department. If an annual training is required, a sign in attendance sheet should be utilized and sent to Human Resources for record keeping purposes. Directors should have a plan in place for the following:

- What to do in the event of a fire.
- What to do in the event of an active shooter at work.
- What to do if an employee is a witness to or are the victim of domestic violence.
- What to do if an employee is threatened or fear for their safety at work.
- What to do if a bomb threat is called in.
- What to do if a suspicious package or bag is left in the building.

Enforcement Responsibilities

It is everyone's responsibility to enforce the safety policies and procedures and to educate themselves on how to safely work and handle materials. However, Management is responsible for supervising and training employees to work safely and enforcing work rules consistently to achieve a safe and healthy workplace.

Employees are expected to participate in safety and health program activities including immediately reporting hazards, unsafe work practices, and accidents and

injuries to supervisors or a safety committee member, wearing protective equipment, and supporting safety committee activities.

Annual Training

There will be annual training courses each year on safety topics relevant to each specific department and on topics which management deems necessary to maintain a safe workplace.

5.10 VIOLENCE IN THE WORKPLACE-INCLUDING DOMESTIC VIOLENCE

A PURPOSE

City employees are exposed to many visitors, customers, vendors, and co-workers on a regular basis. It is the goal of the City to provide a workplace that is safe for its employees and free from violence or threats of violence against individuals, groups, or employees, or threats against company property-including partner violence that may occur on our property. This policy requires that all individuals on city premises or while representing the city conduct themselves in a professional manner consistent with good business practices and in absolute conformity with non-violence principles and standards.

B POLICY

It is the policy of the City and the responsibility of all its employees to maintain a workplace free from threats and acts of violence. The City will work to provide a safe workplace for its employees and for the public. Each employee, and everyone with whom we encounter deserves to be treated with courtesy and respect.

The City does not, and will not tolerate any type of workplace violence committed by or against employees. Employees are prohibited from making threats or engaging in violent activities.

Prohibited Conduct

The list of behaviors, while not exhaustive, provides examples of conduct that is prohibited:

- Causing physical injury to another person,
- Making threatening remarks,
- Acting out in an aggressive or hostile manner that creates a reasonable fear of injury to another person or subjects another individual to emotional distress.
- Intentionally damaging employer property or property of another employee.
- Possessing or bringing a weapon while on City property or while on City business unless authorized to do so.
- Committing acts motivated by, or related to, sexual harassment or domestic violence.

Risk Reduction Measures and Consequences for Failing to Report

The City does not expect employees to be skilled at identifying potentially dangerous persons, but employees are expected to exercise good judgment and to inform your Supervisor, Human Resources, the City Manager, or the Police Chief if any employee, customer, vendor, or visitor exhibits behavior which could lead to a potentially dangerous situation. Suspicious behavior may include, but not be limited to:

- Angry and threatening type behavior
- Yelling, using profanity, and behaving in an aggressive manner
- Drunken, or obviously intoxicated behavior
- Obsession with another person, stalking behavior
- Paranoid behavior, numerous calls a co-worker may receive during the day from his/her partner which leads you to believe a partner is checking up on them.
- Having a history of violent behavior or an unusual fascination with weapons
- Co-workers with frequent bruises obtained away from work.
- Suicidal tendencies.

Consequences for Violating Policy

Consequences for failing to report suspicious behavior, or violating this policy include disciplinary action up to and including immediate termination of employment.

5.11 VISITORS IN THE WORKPLACE & OTHER SECURITY MEASURES

Visitors:

To adequately protect our employees and to keep our workplace safe, it is important to remember a few rules when inviting family members and friends to visit you at work.

- Family members and friends should remain in the lobby and the employee should go out to greet them. Family members should not be allowed in the office areas of city hall unless explicit permission has been given.
- In addition, during the times when employees find it necessary to bring children to work, it should be for short periods of time and the employee will need to ensure that the child isn't disruptive or loud during work hours, running in the office, or opening/closing doors.
- Delivery persons should always gain permission to enter the delivery area from someone at the windows and that person should accompany the delivery person to the area where they are placing parcels.
- Vendors and customers should always remain in the lobby.

Any visitor being disruptive or behaving in an aggressive manner will be asked to leave the premises. Any employee who fails to follow this policy will be subject to disciplinary action.

Animals:

Employees should not bring personal pets to the office. Not everyone appreciates being around animals for their own personal reasons which could be fear, allergies, or other reasons. In addition, animals can sometimes be unpredictable and become disruptive to the workplace and/or pose a risk to others. Therefore, it is prohibited.

5.12 COMPLAINT RESOLUTION PROCESS

A PURPOSE

The purpose of this policy is to provide a formal mechanism for the resolution of disputes between the employee and the City, which cannot be resolved by informal discussions. Nothing in this policy shall be considered as having the effect of preventing the employee from attempting to resolve a dispute by discussing it first with his/her immediate supervisor, and second with the Human Resources Director, before resorting to filing a formal complaint with the City Manager.

B POLICY

This policy applies to all employees.

A dispute is a disagreement which results in a business problem concerning the employee for any of the following:

- Calculation of Service
- Disability
- Educational Assistance
- Benefits
- Seniority
- Hours of Work, work schedules
- Parental Leave

- Personal Leave
- Rest Periods
- Promotions, transfers, other Leave,
- Temporary Lay-Off
- Time Sheets
- Vacation
- Work Accidents
- Pay of any type, deductions, taxes, garnishments.
- work conditions
- Unresolved employee relations issue after proper discussions with your immediate supervisor and/or human resources.
- Harassment

A dispute about other matters which do not fall under the disciplinary policy shall also proceed with this policy.

Management Rights

Nothing in this policy shall be interpreted to take away from the City any rights or privileges inherent to its employer status or management functions.

C PROCEDURE

Human Resources is responsible for the application of this policy, with the ultimate authority being the City Manager.

1. Filing the Complaint - The facts that gave rise to the dispute shall be summarized in a letter signed by the employee. The letter shall specify attempts made by the employee

to resolve the matter through discussions with their supervisor and/or human resources, and the nature of the redress being sought.

2. Preliminary Discussions -The complaint should state why preliminary discussions with your supervisor and human resources failed to result in the solution you were seeking.

3. Time to File – If the employee chooses to formalize a complaint, the employee must file a written complaint within a reasonable time of when the dispute, action or event took place. A reasonable time is within two weeks of the event and within one week of discussing it with your Human Resources Director (second step after Supervisor). Any disputes filed after the expiration of the prescribed two-week period shall be rejected.

The employee filing the complaint may submit the letter to the City Manager for a final decision. The City Manager's decision will be delivered within five (5) working days of receiving the complaint and that decision is final.

4. City Management take Harassment complaints seriously and are obligated by law to follow-up when an employee complains about harassment. Management will follow the steps outlined in the Anti-Harassment Policy (see 1.1), but you may submit the complaint formally if you wish by using this process.

SECTION VI. COMPENSATION

POLICY #	POLICY TITLE	LAST REVISED
6.1	Compensation Policy	08/24/2023
6.2	Job Pay Grades and Pay Ranges	08/24/2023
6.3	Hours Worked and Overtime Pay	11/01/2022
6.4	Emergency Overtime Pay	11/02/2022
6.5	Compensatory Time- Administrative and Police Officers	11/01/2022
6.6	Definitions of Workers- Full time, Part time, Temporary, Seasonal	11/01/2022
6.7	On Call & Call Back Pay Call out on a Holiday	11/02/2022
6.8	Flexible Work Schedule and Remote Work	11/04/2022
6.9	Outside Employment	11/04/2022
6.10	Temporary Interim Pay	11/04/2022
6.11	Improper Deductions & Errors and Omissions	11/04/2022
6.12	Travel Pay	11/07/2022
6.13	Transfers, Demotions, Promotions	11/07/2022
6.14	Christmas Bonus	11/08/2022

6.1 COMPENSATION POLICY

A PURPOSE

The City's compensation plan is designed to allow the City to recruit and retain valuable employees, be competitive in the marketplace, and reward employees fairly and equitably.

B POLICY

The City will maintain an up-to-date compensation plan that allows management to fairly assign wages and salaries to new employees who perform specific jobs. Directors will follow the recommended guidelines for issuing merit increases, granting promotions, and establishing new positions. The process for updating the current plan is as follows:

- a. The Human Resources Director will conduct an area market study every two years to ensure the plan is still competitive and kept current.
- b. The City Manager will approve the plan, and the City Commission will have final approval during the budgeting process.
- c. New compensation plans will become effective on October 1 of the year in which it gains final approval from the Commission.

Administration

The compensation plan will be created and administered by the Human Resources Director, with the City Manager being the final authority on approving updates to the current plan, recommendations, merit increases, promotions, demotions, re-classification into different pay grades, and transfers.

6.2 JOB PAY GRADES AND PAY RANGES

A PURPOSE

Job pay-grades and pay-ranges are included in the compensation plan. The purpose of establishing pay grades and pay ranges is as follows:

- a. Pay grades allow individuals in specific job positions with similar skills to be paid similar wages.
- b. Establishes a baseline for qualification standards when recruiting and testing employees.
- c. Provides management with a clear picture of what the current market for the position pays so the City can remain competitive when recruiting employees.
- d. Provides a basis for determining an hourly rate for both experience and longevity.
- e. Establishes lines of promotion.
- f. Provides uniform titles to positions similar in the marketplace

B POLICY

It is the City's policy to maintain accurate pay grades and pay ranges so managers and supervisors can pay employees equitably based on their level of experience and their years of service to the City.

Job Descriptions

Over time, jobs change as new duties are added or taken away. It is the manager's responsibility to ensure s/he utilizes an up-to-date job description when recruiting employees. To do this, as jobs change, the manager will notify Human Resources of the changes. The Human Resources Director will be responsible for keeping up-to-date job descriptions and posting jobs when a position becomes available.

6.3 HOURS WORKED AND OVER TIME PAY

General Administrative and Support Personnel

A standard work week is forty (40) hours. Any non-exempt (hourly) employee who works more hours than the standard work week established for their position will be compensated at a rate of one and one-half (1-1/2) times the hourly rate of pay for the position.

Police Officers

Hourly (non-exempt) sworn police officers generally work 86 regular hours in a 14-day period. Any work hours more than 86 hours will be compensated at a rate of one and one-half (1-1/2) times the regular rate of pay.

6.4 EMERGENCY OVERTIME PAY

During emergency situations resulting from Acts of God, or events of crisis proportions, The City Manager will notify Department Heads by any means available and instruct them to deploy personnel from home, job, or any other place for the purpose of alleviating such emergency situations. Failure to report to duty under these circumstances will be grounds for disciplinary actions. In cases of emergency overtime, the employee will receive overtime compensation at one and one-half (1-1/2) times their regular rate of pay.

6.5 COMPENSATORY TIME IN LIEU OF OVER TIME

Comp Time- Non-exempt employees are eligible for overtime pay, but they may elect to receive compensatory (comp.) time off for all hours worked over 40 hours in a work week. The FLSA states compensatory time is calculated as shown in the following example.

Example, if Jan works 43 hours in a work week, she receives 4-1/2 (3 x 1-1/2) hours of comp time instead of cash payment. Jane may use the 4-1/2 hours any time within the time frame allowed. Jane is paid for the 4-1/2 hours at her regular rate of pay.

Administrative employees who earn comp time may:

- Bank up to 24 hours maximum.
- May use the time when requested within a reasonable time. The city determines “*reasonable time*” to be within 60 days. If the time is not used within the 60-day time frame, the employee will be paid for it on the next pay period following 60 days and the employee will lose the ability to take it off as comp. time. All compensatory time must be approved and managed by the Department Director.

Police Officers

Non-exempt Police Department personnel who work more than 86 hours in a 14-day period will be compensated at the rate of one and one half (1-1/2) times their regular hourly rate of pay.

Comp time- Sworn Police Officers – Eligible employees who wish to receive compensatory time off in lieu of paid wages will receive 1-1/2 hours of time off instead of being paid cash wages. The following applies when electing compensatory time in lieu of wages:

- Compensatory time can be accrued to a maximum of 36 hours.
- Employees must be able to use the compensatory time off when requested, or within a “*reasonable time*”. The City determines a “*reasonable time*” to be within 60 days. If the time is not used within the 60-day period, the employee will be paid for it on the next pay period and lose the ability to take the time off.

All compensatory time must be approved by the Police Chief or his designee.

6.6 DEFINITIONS OF WORKERS

- Full-time Worker – An employee who has successfully completed a 90-day probationary period and who works 30 or more hours in a work week.
- Part-time Worker – An employee who works >20 hours, but less than 30 hours per week.
- Seasonal – An employee whose service is not continual throughout the year and only works for a specified period which generally recurs each successive year. Seasonal employees may or may not work forty hours in a work week during their time of employment and may or may not be employed during the next season.
- Temporary – An employee who has been hired for a limited and specified period, either full or part time. Such employment will not exceed one year. Generally, temporary employees are hired for a specific project or task.
- Remote worker – An employee who may work from home or another location from time to time as the situation allows.

Introductory (Probationary) Period

All administrative new hires will be on a 90-day probationary period. After 90 days, the Supervisor can elect to extend the probationary period, or put the employee on regular part-time or full-time status (See Performance management policy).

All Police Officers will be placed on a probationary period of one year. After successfully completing the one year, the officer will be placed on regular full-time status. Regular full-time status does not imply the “*at will*” employment status no longer applies.

6.7 ON CALL AND CALL BACK PAY

Public Works and Administrative Employees

Employees may be assigned to on-call duty at various times due to weather, water lines breaking, and other emergency situations. Some employees may be assigned on-call duty on a regular basis to respond to critical situations going on in the City. Employees assigned to on-call duty will receive over time of one and one half (1-1/2) their regular rate of pay for all time worked with no minimum.

Employees who are asked to report to work who are not currently assigned to on-call duty shall be paid overtime at one and one-half times their regular rate of pay for all hours worked with a two-hour minimum.

Reporting to work on a Holiday/Holiday Weekend

All employees excluding police officers who are asked to report to work on a holiday or during the holiday weekend will receive overtime at one and one-half (1-1/2) times their regular rate of pay regardless of the number of hours worked during the workweek.

Police Officers

Police officers who are required to be on call on a scheduled holiday will be paid double their hourly rate.

6.9 OUTSIDE EMPLOYMENT

Police Officers

Employees wishing to engage in off-duty employment must obtain approval from the Chief if his/her off-duty employment will utilize his powers of a police officer.

Employees who engage in off-duty police related activities for the City (in uniform and within the City limits) shall be subject to the chain of command and protected by the City benefits.

Police officers who wish to work in other City jobs during their days off, will be subject to the rate of pay for the position in which they are working and if the work results in overtime, the overtime rate will be recalculated to include total hours by total pay. It could be more or less than their regular rate of pay.

All Employees

Employees who engage in outside employment must conform to the following regulations:

- 1) Such outside employment shall not have any conflict with the official duties of the employee.
- 2) Outside employment shall not require such a degree of commitment that it would prevent the employee from being able to perform his/her regular duties with the City.
- 3) The work shall not reflect negatively upon the employee to bring discredit to him/herself or the City.
- 4) It shall be understood that the City has first call upon the services of its employees whenever the public interests demand it, regardless of any impingement upon secondary employment.

Failure to comply with these requirements may result in disciplinary action.

6.10 TEMPORARY INTERIM PAY

When an employee is asked to perform the duties of a position in a higher pay grade, the employee will receive the entry pay for the position if it is higher. However, since pay grades sometimes overlap, the Department Director should consult with Human Resources on a pay rate that is appropriate for the position. When the position is filled, the interim employee will return to his/her previous position and resume the pay they earned previously.

If an employee is asked to perform the duties of a position in a lower pay grade, the employee will continue to receive his/her current pay.

6.11 IMPROPER DEDUCTIONS AND ERRORS AND OMISSIONS

There are different types of deductions taken on employee paychecks. Some are required by law such as: federal income tax, social security, Medicare, garnishments for child support, back taxes and so forth. In addition, there are deductions taken for supplemental health insurance and other optional insurances you may purchase. Other deductions are taken for paid time off. With each pay stub, the City employee receives a statement of deductions and earnings and balances for unused benefits. There may be times when an improper deduction is taken on an employee paycheck. When this occurs, please contact the payroll administrator or Human Resources as soon as possible. The error will be corrected on the next pay period.

The same applies for both errors and omissions. People are human and mistakes are sometimes made when calculating time sheets, calculating specific types of pay, over time, paid time off, entering data, or even forgetting to enter data. If you find an error or omission on your paycheck, please contact the payroll administrator or Human Resources as soon as possible.

It is the employee's responsibility to review their paycheck and make sure all deductions are correct.

Improper Deductions- Exempt Employees

The City prohibits deductions from the salary of exempt employees except where otherwise permitted by law. If you believe an improper deduction has been made to your salary, you must immediately report it to Human Resources. If it is determined that an improper deduction was made, it will be corrected and reimbursed.

It is the exempt employee's responsibility to review your paycheck and make sure all deductions are correct.

6.12 TRAVEL EXPENSES

A PURPOSE

To create a plan for employees who incur expenses for travel and other official expenditures and to provide for reimbursement of such expenditures.

B POLICY

The goal of the City is to provide a uniform system of compensation for reimbursement of expenses to employees who travel on City business. The following procedures will apply in circumstances where travel is necessary whether for training, seminars and conferences, meetings, or other business.

C PROCEDURES

When possible, all travel arrangements will be planned and paid by City credit card in advance. Hotel accommodations, tuition, or registration fees shall be pre-arranged and paid for by a City credit card upon approval by the Department Head or the City Manager.

a. Travel Reimbursement Form- A travel reimbursement form is to be turned in at the end of any city sponsored or related travel. This form will indicate hotel costs, the meal costs, mileage, and the tolls (if any). A map showing the distance from 506 W. Berckman St., Fruitland Park to the travel location will be attached unless traveling from and back to your home. Then, the map will include your home address. A copy of the event program should be attached. All receipts for meals, tolls, hotel cost, etc. should be attached. The City Manager should approve the reimbursement request.

b. Hotel – Accommodations at the standard block room rate for single or double occupancy at the hotel hosting the specific event or a hotel equivalent to if accommodations are not available. A Tax-exempt certificate should be provided to the Hotel upon check-in, or before if allowed. A city credit card must be used to receive the tax exemption. Be sure to utilize a City credit card.

c. Meals – Meals, not included in the event, will be reimbursed to the employee upon return and submission of receipts with the travel reimbursement form.

No meals that are included in the event will be reimbursed.

Meal allowances are as follows:

- Breakfast- Allowed when travel begins before 6:00 a.m. and extends beyond 8:00 a.m. \$16.00 plus a 15% tip.
- Lunch – Allowed when travel begins before 11:00 a.m. and extends beyond 2:00 p.m. \$17.00 plus 15% tip.
- Dinner – Allowed when travel begins before 6:00 p.m. and extends beyond 8:00 p.m. or when travel occurs during nighttime hours due to special assignment. \$30.00 plus 15% tip.

- No alcoholic beverages are to be submitted for reimbursement. The employee is solely responsible for any alcoholic beverages consumed.
- Per diem amount of \$63.00 (plus 15% tip) may be requested in advance. The City Manager must approve the request. Receipts must be provided on the travel reimbursement for indicating meal costs. If meals are less than the per diem amount, funds should be submitted with the reimbursement form. Any per diem amount not accounted for by receipt will be included as income to the employee.
- Meal increases- Depending on the location of the conference/event, meal allowances may be increased. The City Manager must approve in advance of the event.
- Tips – No more than 15% for tips are allowed.

d. Mileage – When available, a City vehicle should be taken for out-of-town travel. No mileage will be reimbursed if a City vehicle is utilized. Mileage will be reimbursed at the current rate provided by the Internal Revenue Service and should be included on the reimbursement form. Mileage will be paid from the Fruitland Park City Hall address when a personal vehicle is used for travel.

e. Damage – The City will not assume any responsibility for any damages to an employee's personal vehicle while being used for City business.

f. Tolls – If a city vehicle is used, a City paid transponder should be used to pay any and all tolls on City related travel.

If a personal vehicle is used, the employee will be responsible for paying for tolls and acquiring a receipt for those tolls. The receipts should be attached to the reimbursement form.

g. Travel with only mileage costs – A mileage log form is to be used and submitted when mileage is the only expense associated with the travel. As with the travel reimbursement form, a map with the appropriate to and from locations should be attached to the log form.

h. Airline Travel – If a conference or meeting requires travel by air, the City will require prior approval, the conference must be included in the budget, and tickets bought in advance to get the best price. All airline travel will be booked for economy class. Any frequent flyer points/miles will belong to the City when the tickets are paid on a City credit card.

h. Payment - All travel related receipts and forms should be turned into finance as soon as possible after the travel has occurred.

6.13 TRANSFERS, DEMOTIONS, PROMOTIONS

Transfers

A transfer request shall be given consideration after an employee has been employed in his/her current position for at least one year and if a vacancy occurs where the employee meets the minimum qualifications for the position. The request shall be in writing and must have the approval of the employee's immediate supervisor with copies to the appropriate Department Director, Human Resources, and the City Manager.

Under no circumstances will an employee be considered for any job if they do not possess the minimum qualifications for the position.

Demotions

Voluntary Demotion- An employee may be demoted to a lesser position at his/her own request if a position is available for which they are qualified. An employee who is voluntarily demoted will be paid at a lessor pay rate in the pay grade for the new position.

Involuntary Demotion – An employee may be demoted by the City Manager upon the recommendation of the Department Director if s/he has been promoted and has failed to successfully complete the introductory period for the new position. The demotion will not occur if a position is not available, or if the employee fails to meet the minimum qualifications. The rate of pay shall be established by the current compensation plan for the pay grade of the lessor position. Under no circumstances will a position be created for an employee who has been promoted and cannot perform satisfactorily.

An employee may be demoted for cause by the City Manager upon recommendation of the Department Director and Human Resources. The cause of the action may not reach the severity of dismissal. However, if a position is unavailable, the employee may be subject to other forms of disciplinary action. The City Manager will have the final decision in such cases. In the event, the employee is demoted to a lessor position, the current compensation plan will be utilized to determine the rate of pay that is suitable for the position.

Promotions

It is the City's policy to promote the most qualified people. Promotions are re-assignments of an employee from one position to another with a higher degree of responsibilities and pay. An employee who is promoted shall receive a salary increase that is determined to be appropriate utilizing the most current compensation plan, but at a minimum, to the entry level salary of the pay grade for the new position. Experience and education will also be a factor for determining where in the pay grade the new salary should be.

Every newly promoted individual will be subject to a 90 introductory period.

6.14 CHRISTMAS BONUS

All full-time employees shall receive a Christmas bonus when the budget allows that is payable on the pay period before Thanksgiving. The amount of the bonus will be calculated as follows:

- a. All full-time employees who have been employed for twelve (12) consecutive months will receive three (3) days of pay.
- b. All full-time employees who have been employed less than twelve (12) consecutive months will receive one (1) day of pay.
- c. All part-time employees will receive four (4) hours of pay if employed less than twelve (12) months, and twelve (12) hours of pay if employed twelve (12) months.

Reserve Police Officers and Crossing Guards will receive a lump sum of \$50.00.

SECTION VII. PAID BENEFITS

POLICY #	POLICY TITLE	LAST REVISED
7.1	Paid Benefits <ul style="list-style-type: none"> a. Health, Dental, Vision b. FRS Retirement c. Life Insurance d. Social Security & Medicare e. Worker Compensation- f. Light Duty Work-(work related) g. Light Duty Work- (non-work related) h. Unemployment Compensation i. Tuition Reimbursement j. Career Development k. Personal Education and Training l. Employee Assistance Program m. Health Inoculations n. Uniforms and Clothing 	11/08/2022
7.2	Seniority	11/09/2022
7.3	Holidays	11/17/2022
7.4	Sick Leave Policy	07/23/2023
7.5	Vacation Leave Policy	
7.6	Other Paid Time Off <ul style="list-style-type: none"> a. Personal Leave b. Safety/Service Day c. Bereavement d. Military Leave e. Civil Leave/Jury Duty/Voting 	

7.1 **PAID BENEFITS**

A PURPOSE

The City values its employees and provides benefits that employees need and want and that will attract and retain employees.

B POLICY

All employee benefits provided to full-time regular employees (those who work 30 or more hours in a work week) and to part-time employees (less than 30 hours in a workweek) shall be offered equally without regard to race/color, sex/gender, gender identity, age, religion, national origin, disability, family or veteran status, or any other illegal characteristic. Part-time employees shall be eligible for those benefits for which they qualify and will be prorated based on the average hours worked in a workweek. Benefits will be explained by the Human Resources Director during New Hire Orientation.

C PROCEDURE

Some of the following benefits may require various actions on the part of the employee. Employees should read the following information carefully and if they have questions, should contact the Human Resources Director.

a. Health, Dental, and Vision Insurance

The City provides at no cost to the employee health, dental and Vision insurance. In addition, the City currently provides a contribution toward employee dependent health insurance. This contribution may vary from year to year. Please check your current benefits guide to educate yourself on the benefits.

Action Required: Each year during annual open enrollment you will be required to log in to *Employee Navigator*, the City's benefits portal, and elect the benefits for which you wish to enroll in. Human Resources cannot do it for you since it requires your electronic signature.

b. FRS Retirement System

Every employee except the City Manager is required to participate in the Florida Retirement System. You contribute 3% of your gross earnings and the City contributes a specific amount which is set by the Florida Legislature each year. A portion of the city's contribution is distributed to the employee's account. For information about FRS, please visit the human resources office, or log on to the web site at www.frs.fl.gov.

c. Life Insurance

The City provides a life insurance policy for each employee at no cost to the employee. See your benefits guide for more information.

d. Social Security and Medicare

The City matches the employee's contribution toward social security and Medicare. The current rates are: 6.20% of your gross earnings for Social Security up to a specified amount, and 1.45% for Medicare (7.65% total).

e. Worker Compensation

The City pays a percent of total gross earnings of all employees to the worker compensation system. This allows you to receive benefits when you suffer a work-related injury or illness.

Action Required- When an employee is involved in a work-related injury or illness, s/he must immediately report it to the Supervisor. The Supervisor contacts the Human Resources Director who files a claim with the insurance carrier. Payments to the employee are made directly by the insurance carrier. If you fail to report it, you may not be eligible to receive the benefits for which you are entitled.

An employee who is involved in a work-related injury or illness shall be eligible to receive the seven (7) days wages for the qualifying period the state requires before paying benefits if s/he has no PTO available.

A signed doctor's "fitness for duty" release must be provided before the employee will be allowed to return to work.

Light Duty Work – The City will provide light duty work for employees who are restricted to light duty activities due to a work-related injury or illness when it is available.

f. Light Duty Work- Non work related

There are times when an employee may be involved in an off-duty accident, injury, or illness where they may be able to perform light duty work, but not full duties. To accommodate the employee, the City will provide light duty work if it is available, or with special approval from the City Manager, may be able to allow the employee to work from home. This is not guaranteed and will be considered on a case-by-case basis.

g. Unemployment Compensation

The City pays a percentage of total gross earnings to the Florida Bureau of Unemployment Compensation. Employees who are terminated through no fault (e.g. layoff, reduction in workforce) of their own may be eligible to file a claim and receive benefits.

h. Education Reimbursement

Full-time employees who have completed at least twelve months of service are encouraged to take advantage of education and training benefits to improve their job skills. These benefits are limited to training and education which are relevant to the employee's current position or "reasonable transfer" and promotion opportunities. "Reasonable" is defined as attaining the minimum qualifications for promotion or transfer with no more than three years of additional education or training. These benefits will be available to all employees on a "first come, first served basis", subject to the availability of budgeted funds.

The following actions will be required:

1. Requests for education and training may be initiated by either the employee or the Department Director. Final approval on requests for education and training will be made by the City Manager. The request should include documentation of the class/course the employee intends to register for with all costs included. The documentation will be in the official form provided by the educational institution.
2. Curriculum- For a proposed curriculum of study which costs \$250 or more the employee must submit a written request which includes the curriculum of study to the City Manager at least 20 days prior to the registration deadline for such classes. The course of study must be at an accredited college, university, or a business and technical school for single classes or programs leading to a degree or certificate.
3. Retention/Repayment Agreement- All requests must include a signed agreement (see Human Resources) by the employee that if s/he terminate employment for any reason other than involuntary dismissal, within two (2) years from the date of reimbursement, s/he will repay the City 50% of the amount reimbursed. If an employee is involuntarily terminated during the aforementioned period, s/he will repay the City 100% of the amount reimbursed.
4. Reimbursement Request- When the employee completes a class, s/he shall provide an official transcript or grade report and an itemization of reimbursable expenses (with receipts) to the Human Resources officer. Reimbursement is limited to tuition in the amount provided in (b) above. In order to be reimbursed, the employee must receive a grade of 2.5 (C) or better when a grading system is being utilized, or “pass” if a *pass/fail* grading system exists for the course.

5. Police Officers- Police service employees are eligible for education and training incentive increments to be applied to their salary in accordance with state law.

6. Performance Evaluations- Reference to training requests and training received should be made on the employee's Performance Evaluation forms.

For more information about tuition reimbursement, please see the human resources officer.

i. Career Development

The City may require an employee to attend workshops, seminars, webinars, conferences or functions of a similar nature from time to time. These are intended to improve or enhance an employee's skills and should be transferable to the job. The following actions will be required when an employee is asked, or the employee requests to attend such functions.

- a. Authorization – Authorization from the Department Director or the City Manager is required.
- b. Request Procedure – Requests to attend training should be made at least 30 days prior to the function deadline for registration, or as soon as possible.
- c. Budget – Training should be budgeted and if not, will require special approval by the City Manager.
- d. Reimbursement – When a request for training is approved, the employee's cost of registration, fees, publications, transportation, lodging and per diem will be paid by the City (See Travel Policy).
- e. Extra Pay – When a certification leads to the employee adding value to the position, the employee may receive a special merit increase or bonus if the budget allows. All requests must be in writing and reviewed and approved by the City Manager.

k. Personal Education and Training

Employees who desire to further their education or training which is non-work related are encouraged to do so, but the City will not provide financial assistance for this type of education or training. Employees may be granted, upon written request, permission to take time away from their job for training when such time is taken without pay, as compensatory time, PTO/personal time off, and only if their absence will not cause undue hardship for their Department.

l. Employee Assistance Program

The City provides an employee assistance program (EAP) by contractual arrangement for all employees and their family members at no cost to the employee. The EAP includes a phone and web-based assistance when you need help with day-to-day issues. Some examples may include:

- a. Managing stress
- b. Handling relationship issues
- c. Balancing work/life issues
- d. Quitting tobacco, alcohol, or drug use
- e. Caring for children or aging parents
- f. Dealing with conflict or violence
- g. Working through grief or loss
- h. Controlling depression or anxiety

We encourage all employees to utilize this valuable resource if needed. It is completely anonymous and confidential. To access the EAP, contact human resources. You may also see your Benefits guide for more information.

m. Health Inoculations

Any employee who works in Public Works or the Police Department who wishes to receive the Hepatitis A and B and the rabies vaccines should see Human Resources

for the waiver form. Human Resources will order the vaccines from our contracted health provider and schedule appointments. The City pays for the vaccines.

n. Uniforms and Clothing

If an employee is required to wear a uniform, the uniform will be furnished by the City and the City will pay for the initial tailoring. The employee will make restitution to the City for loss or damage to any City supplied uniform unless the loss or damage occurred while in the line of duty and was not caused by negligence. Proper maintenance of the uniform is the responsibility of the employee.

The cleaning or laundering of police and public works employee uniforms shall be done through contractual arrangements.

When an employee is separated from employment with the City, whether voluntarily or involuntarily, all items of clothing bearing the City's logo must be returned.

7.2 SENIORITY

A PURPOSE

Seniority is a valued mechanism to reward employees for continuous service to the City.

B POLICY

The City values loyalty to the City and rewards employees through various benefits and paid time off. An employee's seniority begins with the hire date.

Service Record

An employee's continuous service record shall be broken by voluntary resignation, discharge for just cause, or retirement. However, if an employee returns to work in any capacity within six months, the break in service may be removed from the record, and the

employee will begin accruing seniority without loss of previous accrual (not to include the period of leave or separation).

7.3 HOLIDAYS

A PURPOSE

To reward employees with paid time off.

B POLICY

It is the City's policy to observe the following ten paid holidays each year. All full-time employees (excludes Police Non-exempt) will be paid 8 hours. All regular part-time employees (≥ 20 -29 hours) will be paid 4 hours of holiday pay. To be paid, an employee must work the day before and the day after the holiday unless a doctor's excuse is provided. Part-time employees must work all scheduled hours during the week of the holiday to be paid. Those who are off on any type of leave such as worker compensation, FMLA, STD, or any leave other than vacation, will not be eligible for holiday pay.

New Year's Day	Thanksgiving Day
Martin Luther King Day	Day after Thanksgiving
Memorial Day	Christmas Eve
Independence Day	Christmas Day
Labor Day	
Veterans Day	

In addition to the holidays listed above, the City grants each employee one paid personal day and one paid safety day if they meet eligibility requirements for the safety day. The City Commission is empowered to declare additional holidays by resolution.

C PROCEDURE

When a holiday falls on Sunday, such holiday shall be observed on Monday after the holiday. When a holiday falls on Saturday, such holiday shall be observed on Friday before the holiday.

An employee who is required to work on an official holiday may take a day off with pay or be paid overtime at his regular rate of pay. Police Officers who work on holidays will be paid double their regular rate of pay.

7.4 SICK LEAVE POLICY

A. PURPOSE

To provide continued income for employees who need time off due to an illness or injury for themselves or an immediate family member.

B. POLICY

This sick leave policy supersedes any previous sick leave policy upon approval by the City Commission. To be eligible for sick leave, an employee must be classified as a full-time employee working more than 30 hours per week. It excludes all part-time, seasonal, and temporary employees.

C. PROCEDURE

1. Sick leave hours will be cumulative from year to year without limit.
2. The hours from the employees' current sick leave bank will be rolled over into their new bank.
3. Monthly accrual of hours are as follows:

EMPLOYEE TYPE	ACCRUAL
Regular Full-time admin. employees (8 hr. workday)	8 hours per month
Police Department admin. employees (8 hr. workday)	8 hours per month
Police Department Sworn Officers (12 hr./shifts)	12 hours per month

4. Family Medical Leave will run concurrently with sick leave after the employee has been out for more than five days and if the illness/injury qualifies for FMLA (See FMLA Policy).
5. Sick leave payout will be capped at \$15,000 or at the benefit level achieved whichever is less, and will be paid as follows:
 - 1 hour through 500 hours will be paid at 55%
 - 501-1000 hours will be paid at 45%
 - 1001 hours and above will be paid at 40%
6. To be eligible for the payout, termination must be for one of the following reasons:

TERMINATION REASON	PERCENTAGE OF PAYMENT
Retirement	Payment as described in the chart in section 5 above.
Employees who resign in good standing and who have >10 years of service.	Payment will be at 50% as described in the chart above.
Employees who resign in good standing and who have >5 years of service.	Payment will be made at 40% as described in the chart above.
Death- Any employee who has more than >5 years of service and who dies while employed will be eligible for the payout described above. The benefit will be paid to his/her estate, spouse, or beneficiary whichever is applicable.	Percentage that is applicable based on years of service.
Employees who terminate employment for any reasons with <5 years are not entitled to any accumulated sick leave compensation.	0%

7. When calling in sick, the employee must call at least one hour before the shift to notify the Supervisor. If missing more than three days, s/he will be required to bring a doctor's excuse upon return to work.
8. If an employee develops a pattern of abusing the sick leave policy, the following actions may occur:
 - a. Supervisor may request a doctor's excuse for every sick leave absence, or
 - b. request the employee to obtain a "fitness for duty" exam from a healthcare provider,
 - c. The Supervisor reserves the right to discipline the employee if it is determined to be an abuse of the policy (See absenteeism policy).

7.5 VACATION LEAVE POLICY

A. PURPOSE

To provide employees with time off to spend with family and friends, to relax and de-stress from work, and to reward and recognize seniority.

B. POLICY

The City will provide all eligible employees with annual vacation leave based on the following schedule and conditions. We encourage all employees to take their vacation each year.

Eligibility

The City provides vacation leave to all of its full-time (>30 hours/workweek) and part-time (>20 hrs., less <30 hrs. /workweek) employees. Part-time employees will earn half the vacation days that full-time employees earn (See Schedule below).

Seasonal employees are not eligible for vacation leave or any benefit. This category includes Lifeguards, some Recreation aides, crossing guards, and any other

employee who is hired for the season regardless of how many hours they work per week.

Employees who are off work on full-time leave such as FMLA, disability or injury will not earn vacation hours during that period.

C. PROCEDURE

What You Earn

Vacation accruals shown in the schedule below are meant to reward employees for their service. The longer you remain with the city, the more days you will accrue. Employees who are hired before the 15th of the month will earn vacation credit for that month. Those hired after the 15th of the month will not receive credit for the month.

Full-time Employees Years of Service	FT Days Accrued Per Year	Part-Time Employees Years of Service	PT Days Accrued Per Year
1-5 Years	10	1-5 Years	5
6 Years	11	6 Years	5.5
7 Years	12	7 Years	6
8 Years	13	8 Years	6.5
9 Years	14	9 Years	7
10-19 Years	15	10-19 Years	7.5
20+ Years	20	20+ Years	10

The City Manager will earn vacation hours as specified in his/her contract with the City.

Calculating/computing Vacation Hours

The Finance Department will be responsible for computing annual vacation time. Any disputes about hours should be discussed with the payroll clerk or the Finance Director.

Using Vacation

a. Using- City Management encourages every employee to use their vacation leave. Employees may begin scheduling and using vacation days after completing 90 days of their probationary period.

b. Generally, but depending on the size of the department, only one employee per department should be granted vacation leave at any one time and the leave period should not be more than two calendar weeks. Longer leave periods may be granted for special reasons if prior approval is obtained from the City Manager.

c. No employee shall be permitted to forgo his vacation and receive pay in lieu of leave, except in rare circumstances when the City Manager may authorize for good cause.

d. An employee who is off on FMLA, has an injury, or disability will be required to use their sick and vacation leave (in that order).

Scheduling Vacation

Preference in vacation scheduling each year is as follows:

a. 1st Vacation Request– When two employees in the same department request the same dates, preference will be given to the most senior person requesting the time off provided requests are made at least 10 days prior to the requested date(s) and whenever it does not cause a conflict in scheduling. You may request up to ten (10) days at one time if Supervisor approval is granted and no conflict with scheduling occurs.

b. 2nd Request and more for the same dates -Shall be on a “*first requested*” basis.

Annual vacation leave may be taken in not less than one (1) hour increments; however, the city encourages every employee to take it in five or ten-day periods.

c. Scheduling- Each Department Director shall prepare an annual leave schedule for their department as soon as possible after the commencement of the new year, but no later than the sixth month of each calendar year.

d. An employee who is eligible for vacation leave must complete a leave request form and submit it to his/her Department Director no less than ten (10) working days before the desired start date. After approval, the Director will forward the request to the Finance Department along with the time sheet.

e. Department Directors should forward their own personal vacation leave dates at the beginning of the calendar year to the City Manager for approval, or as soon as is reasonably possible to the beginning of the year to do so.

Note: Vacation schedules are for planning purposes and may be changed based on the needs of the department and in special situations where all employees are needed. However, all efforts will be made to accommodate an employee request after it has been granted.

Maximum Vacation Accumulation

A maximum of twenty (20) days of annual vacation leave may be accrued and carried forward into the next calendar year. Leave more than twenty (20) days must be taken by December 31st of the year in which it is earned with the following exceptions:

1. The City Manager authorizes carry over due to extenuating circumstances
2. The City fails to grant vacation leave.

Payment Upon Separation of Employment

An employee who is separated from the city for any reason will receive pay for all unused vacation hours s/he has earned during their tenure with the City.

7.6 OTHER PAID TIME OFF

a. Personal Leave

The City provides employees with one personal day each year to use as they wish and when they wish as long as it is approved in advance, and when it does not cause a disruption to the department. However, if an employee needs personal leave for whatever reason, they may utilize their vacation leave in accordance with the policy (See Vacation Policy).

b. Safety and Service Day

It is the City's goal to encourage employees to work safely, participate in training and educate themselves on these important issues. Effective upon approval of this handbook, we will provide the employees with a safety/service day when it is determined they are eligible for the benefit. All full-time employees (>30 hours/wk.) will earn eight (8) hours of pay, and all part-time (≥20-29 hrs./wk.) employees will earn four (4) hours of pay. To be eligible, the employee must have worked for one full year and meet the training requirements below prior to January 1 of every year.

1) Safety/Health/Security Training - will be held once per quarter and is mandatory for everyone. The training will be 1-2 hours and will be on a safety, security, or wellness topic. If an employee is unable to attend the training due to a conflict in their work schedule, they can choose to do an online training course at their convenience which Human Resources or the Department Director will schedule.

2) Certificates- After attending the training, whether online or in person, employees must present a certificate of completion for their personnel file. If you fail to provide four certificates by year's end, you will lose the Safety/Wellness Day for the following year.

Safety and other topics will be selected based on current need and feedback from employees.

c. Bereavement Leave

When a death occurs in an employee's family, the City grants time off to attend the funeral, grieve, or to help family members with personal issues. Time granted will be up to five days leave with pay and will be contingent on the following:

- a. All regular full-time employees are eligible for bereavement leave. This includes Police Officers as well. You can still be in the probationary period and still be eligible for Bereavement leave.
- b. Immediate family is defined as parent, child, spouse, brother, sister, grandparents, parents-in-law, and grandchildren of either spouse or any relative permanently residing in the employee's household.
- c. An employee desiring to take bereavement leave shall submit a completed Absence Request form to his/her Department Head. Both the Department Head and the City Manager must approve the leave.
- d. If the funeral is in-state, you will be granted three days of paid leave. If the travel is out-of-state, you will be granted five days of paid leave.
- e. You may be required to present documentation of attendance at the funeral.

d. Military Leave

See the U.S.E.R.R.A. policy in Section 1.7.

e. Civil Leave

Civil Leave covering several different areas are as follows:

1. Jury Duty – All regular full-time and part-time employees who are selected for jury duty or any other civil duty required by law shall be entitled to civil leave with pay for the period of the absence required when it occurs on a regular scheduled workday. Part-time employees will be paid no more than four (4) hours. Such leave shall not be charged to annual paid leave. Documentation from the court for attendance will be required.

Eligibility begins on the first day of active employment.

2. Official Court Appearance – All regular full-time and part-time employees who are subpoenaed or ordered to attend court to appear as a witness or to testify in some official capacity on behalf of the City shall be entitled to leave with pay for such period in which their court attendance is required. Any fees paid for such a service will be retained by the City.

3. Private Litigation – Absence of an employee to appear in private litigation matters in which s/he is a principal party, or a witness shall be charged to annual leave or to leave without pay in the event the employee has exhausted all his paid time off. In any case, if the employee submits documentation for attendance from the court, it will be considered an excused absence.

4. Voting – Early voting generally eliminates having to take time away from work to go vote. However, when an employee presents a reasonable explanation for leaving work to go vote, the City will allow two hours with pay. Time off to vote requires the approval of the employee's supervisor.

Actions Required:

- a. When called for jury duty or to make an official court appearance, the employee must submit the summons or subpoena to his/her

supervisor within one day of receiving it so that authorization and planning and scheduling can occur. Failure to advise the supervisor in advance may be cause for the employee not to receive City pay. In addition, the employee should notate on their absence report the reason they will be absent.

- b. When released by the Court for any day, the employee will be expected to return to work. If the employee fails to report to work, the absence will be considered unexcused.
- c. Upon return to work after having been released permanently from civil leave, the employee must submit to his/her supervisor a statement from the Clerk of Court indicating the dates of service.

SECTION VIII. UNPAID BENEFITS

POLICY #	POLICY TITLE	LAST REVISED
8.1	Unpaid Benefits a. Religious Leave b. Maternity Leave c. COBRA Benefits	11/22/2022

8.1 UNPAID BENEFITS

a. Religious Leave

A leave of absence without pay may be granted to employees who wish to use some time to observe religious practices or services for holidays of major theological importance. This leave of absence should be scheduled and approved by the Supervisor in advance to be considered excused.

An employee may take vacation and be paid if they have enough time accrued to cover the absence.

b. Maternity Leave

Employees may take time off for maternity leave in accordance with the Family and Medical Leave policy (See FMLA, Section 1.4)

c. Continuation of Benefits (COBRA)

Retirees and those terminating employment who meet eligibility requirements, may be able to extend coverage and utilize the conversion privilege of the City's medical, dental and vision insurance plans. This service is contractual with a third-party administrator. Please see Human Resources for instructions if you are interested in continuing your health insurance.

SECTION IX. MISCELLANEOUS

Policy #	Policy Title	Revised/Created Date
9.1	Smoking and Tobacco	11/21/2022
9.2	Safe Driving Policy	11/21/2022
9.3	Cell Phone Policy	08/01/2023

9.1 **SMOKING AND TOBACCO**

A. PURPOSE

To inform employees of the areas in which they can smoke and the facts pertaining to the dangers of smoking in accordance with Chapter 386 of the FL statutes.

Facts

Plenty of medical evidence have been presented over the years for a reasonable person to draw the conclusion that smoking cigarettes, vaping and using smokeless tobacco creates a danger to us, to pregnant women, and those who are subjected to second-hand smoke. The following policy attempts to designate areas where those who choose to smoke can do so, while protecting the non-smoking employees from the harmful effects of second-hand smoke.

B POLICY

The policy of the City is to allow smoking only in areas where other employees and the public will not be negatively affected and have been designated as smoking areas. Further, the City will allow smokeless tobacco products only in those areas designated as smoking areas.

C. PROCEDURE

The following will become effective upon approval of this handbook.

1. Definitions- The following definitions are used in connection with this policy.
 - a. "Smoking" or "smoke" as used in this policy shall mean and include the smoking or carrying of any kind of lighted cigarette, cigar, or pipe.
 - b. Vaping- An electronic cigarette or e-cigarette is a simple handheld electronic device that is like traditional tobacco smoking.

The device works by heating a liquid, called an e-liquid, to generate an aerosol, commonly referred to as a “vapor,” which the user inhales. The e-liquid is usually made up of nicotine.

c. Smokeless Tobacco – includes chewing tobacco, dip, or snuff which can be chewed or placed between the gum and the lip.

2. Smoking and all other tobacco products are prohibited in all City buildings and vehicles, or in any city equipment.
3. Areas designated as smoking areas will be away from all entrances to City buildings and other common areas where both smokers and nonsmokers gather. Ashtrays filled with sand will be made available in smoking areas and are to remain in the designated areas. Furthermore, unsightly soda bottles filled with water and cigarette butts will not litter outdoor tables where they are seen by visitors or other employees. Any employee seen leaving this in outside areas will be asked to remove it.
4. The rights of non-smokers to breathe clean air free from the harmful effects of smoke shall supersede the right to smoke.
5. Smoke breaks are confined to regular breaks and meal periods.

Compliance

The effectiveness of this policy shall depend on the understanding and willingness of all employees to abide by its provisions. It shall be the responsibility of all employees to comply with the policy and the Department Director and Human Resources to enforce the rules equitably.

Consequences

Failure to comply with the policy after proper notification shall initiate the City's disciplinary policy.

9.2 **SAFE DRIVING POLICY**

A PURPOSE

To prevent accidents involving city vehicles and injuries by promoting a safe driving culture within the city.

B POLICY

The City requires its employees who drive city vehicles to demonstrate safe driving skills, and other good road safety habits always, and to maintain the vehicles so that they are roadworthy and clean so that those who use the vehicles are comfortable and safe.

C PROCEDURE

The following procedures will apply to all employees who drive City owned vehicles:

- a. Every driver will hold a valid and current driver's license for the class of vehicle to which they have been assigned.
- b. Every driver will immediately notify his/her supervisor if his/her driver's license has been suspended or cancelled or has had limitations placed upon it.
- c. Every driver will display the highest level of professional conduct when driving a City owned vehicle.
- d. Regularly check oil pressure, tire pressure, radiator and battery, and windshield wiper fluid levels
- e. Comply with traffic laws and regulations when driving.
- f. Assess hazards when driving and anticipate "what if" scenarios.
- g. Drive within the legal speed limits and obey all traffic laws

- h. Report any crashes or accidents to manager so a report with the insurance company can be made.
- i. Report vehicle defects or problems so maintenance can be scheduled.
- j. Always wear a safety belt and ensure all passengers wear safety belts.
- k. Stay overnight if driving time and non-driving work duties exceed 10 hours in a workday.

Breaches of Good Driving Policy

- a. Drinking or being under the influence of drugs while driving.
- b. Driving while disqualified or not correctly licensed.
- c. Reckless or dangerous driving causing death or injury.
- d. Failing to stop after a crash.
- e. Any actions that warrant the suspension of a license.

Consequences for Breaches

The actions above will be viewed as serious breaches of conduct and dismissal may be a consequence.

Responsibilities of the City

The City will take all steps to ensure city vehicles are as safe as possible and will not require staff to drive under any conditions that are considered unsafe or likely to create an unsafe environment, physical distress, fatigue, or any other unsafe condition.

Because we take our responsibilities seriously, the follow actions will be taken by management:

- 1. Ensuring all vehicle maintenance is scheduled and performed as soon as possible in accordance with the vehicle maintenance schedule.
- 2. Maintaining accurate maintenance logs.
- 3. Not paying infringement fines
- 4. Forbidding the use of mobile phones in vehicles while driving. If you need to use the phone, you must have a hands-free device or pull over and stop in a safe place to return a call.

5. Encouraging regular breaks when driving long distance.

IN CASE OF AN ACCIDENT:

The employee should make sure that they and all passengers are uninjured. If medical attention is needed, call 911 immediately.

Make sure to get the following information:

1. Details of the other vehicle(s) and registration numbers
2. Name/address/phone number of their insurance provider
3. Names and addresses of all those involved in the accident.
4. Names and addresses of any witnesses
5. Call 911 for police and emergency responders if needed.

Provide the following information:

6. Your name, address, and City details
7. Report the accident to your supervisor immediately. Human Resources must file a report with the insurance carrier.

9.3 CELL PHONE POLICY

A. PURPOSE

To provide guidance on what is and what is not acceptable cell phone usage in the workplace.

B. POLICY

City cell phones should be used for municipal business only.

C. PROCEDURE

1. Personal Cell Phone

a. The City recognizes there are times when all of us need to make personal calls during the work day. This should be kept to a minimum and we ask that you do it on your breaks and/or lunch period. Calls during your work time should be kept to a minimum.

b. Personal cell phones should be placed on vibrate when attending staff meetings or commission meetings.

c. Employees are prohibited from using a personal cell phone to make videos for social media while wearing a city uniform and during work hours even when they are on break and while on city property.

2. City Cell Phones

a. No City owned cell phone which is issued to an employee may be used for personal matters. This includes texting. Remember, there is *no expectation of privacy* when using city owned equipment.

b. Using a Cell Phone while driving a City vehicle is prohibited unless you have voice activation (See Safe Driving Policy). Texting is strictly prohibited.

c. The downloading of any application on a city owned cell phone is prohibited unless it is approved by the IT or Department Director.

d. It shall be a violation of this policy for any employee to delete, destroy, or otherwise dispose of any information, text message, picture, video, or any other piece of information or data from a city owned cell phone. The City Clerk, along

with the IT administrator and the City Attorney shall have sole discretion to determine proper and appropriate disposal of information and data stored on a city owned phone.

Consequences of Violation

Any employee who violates this policy may be subject to disciplinary action up to and including termination of employment.

APPENDIX A

ACKNOWLEDGEMENT AND RECEIPT OF THE EMPLOYEE HANDBOOK

The Employee Handbook of personnel policies and procedures provides information about the City of Fruitland Park. I understand that I need to consult with Human Resources if I have questions not answered in the employee handbook.

Since policies and procedures tend to change from time to time, I acknowledge that any of the policies, procedures, and benefits contained within this handbook may be superseded, changed, modified, or eliminated by management, and if that is the case, it will be communicated to me through official notices.

I acknowledge that the employee handbook is neither a contract of employment nor a legal document and I am considered an "at will" employee.

I have received or been granted access to the employee handbook, and I understand that I am to read and abide by the policies contained within it and any changes that may occur.

Employee Signature

Date

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5e

ITEM TITLE: Second Reading and Public Hearing - Ordinance
2023-013 Increase Water Rate

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Monday, September 18, 2023

SUBMITTED BY: City Attorney/City Treasurer/City Manager

BRIEF NARRATIVE: Ordinance 2023-013 – second reading amending Chapter 50.30, Water Rates. Increase water usage rates by 4.0%, the Consumer Price Index for all Urban Consumers (CPI-U) August 2023. The volumetric rate (cost of 1000 gallons) will be increased 4.0% per 1000 gallons. This increases residential usage \$.13 per 1000 gallons. (The first reading was held on September 28, 2023.)

FUNDS BUDGETED:

ATTACHMENTS: Ordinance, rate tables notice on utility bills, and affidavit

RECOMMENDATION: Approval.

ACTION: Enact Ordinance 2023-013 to become effective immediately as provided by law. (The water rate adjustments shall be implemented October 16, 2023.)

ORDINANCE 2023-013

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WATER UTILITY RATES BASED ON AUGUST 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the City of Fruitland Park owns, operates and maintains a potable water services utility; and

WHEREAS, the City of Fruitland Park provides potable water within its utility district and charges its customers a water utility rate for providing such service; and

WHEREAS, the City Commission has determined that it is necessary to amend the ordinance governing the water systems for the City of Fruitland Park to meet the cost of providing water service to the customers of the water system and

WHEREAS, the City Commission enacted Ordinance 2005-031 which allowed for adjustment of water and wastewater rates in accordance with changes to the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined that it is necessary to uniformly increase water usage rate by 4%; and

WHEREAS, the City of Fruitland Park has provided notice of the proposed increase to each customer through the utility's billing process as is required by s.180.136, Florida Statutes; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AS FOLLOWS:

Section 1. Recitals.

The above recitals are true and correct and, by this reference, are hereby incorporated into the made an integral part of this ordinance.

Section 2. Water Rates

That Sections 50.30(A) and (B) in Chapter 50, of the Fruitland Park Code of Ordinances are hereby amended to read as follows:

Sec. 50.30. Charge or rate for water services.

Any user for the services of the waterworks system of the city shall pay therefore the following rates for water services beginning October 16, 2023, which rates shall be applicable to all customers of the waterworks system, except as otherwise provided hereafter:

(A) Water service inside the city.

1. Except as provided in subsection 2, water rates within the city shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 16, 2023 the base rate and the charge per 1,000 gallons of actual use shall be as follows:

Single Family Residential Water Rates - Inside City

	Effective
Base Rate	10/16/2023
¾" Meter or Smaller	\$17.78
1" Meter	29.64
1½" Meter	59.28
2" Meter	94.85

Volumetric Rate [1]	
Block 1 Per 1,000 Gallons	\$ 3.26
Block 2 Per 1,000 Gallons	6.52
Block 3 Per 1,000 Gallons	9.78
Block 4 Per 1,000 Gallons	13.04

Multi-Family and Commercial Residential Water Rates - Inside City

Base Rate	
¾" Meter or Smaller	\$17.78
1" Meter	29.64
1½ " Meter	59.28
2" Meter	94.85
3" Meter	177.84
4" Meter	296.40
6" Meter	592.80
8" Meter	948.48
10" Meter	1,363.44

Volumetric Rate [2]	
All Usage Per 1,000 Gallons	\$ 3.26

Single Family Residential Irrigation Rates - Inside City

Base Rate	
¾" Meter or Smaller	\$17.78
1" Meter	29.64
1½" Meter	59.28
2" Meter	94.85

Volumetric Rate	
Block 1 Per 1,000 Gallons	6.53
Block 2 Per 1,000 Gallons	9.80
Block 3 Per 1,000 Gallons	13.06

Multi-Family and Commercial Residential Irrigation Water Rates -

Inside City Base Rate

¾" Meter or Smaller	\$17.78
1" Meter	29.64
1½" Meter	59.28
2" Meter	94.85
3" Meter	177.84
4" Meter	296.40
6" Meter	592.80
8" Meter	948.48
10" Meter	1,363.44

2. The bulk potable water rate within the city for water provided to Central Sumter Utility Company, LLC, shall be a bulk rate per 1,000 gallons. The rate will be adjusted any time the city adjusts the base rate for residential water by the same percentage increase or decrease in the city's base rate for residential water. Effective October 16, 2023, the charge per 1,000 gallons of actual use shall be as follows:

	Effective 10/16/2023
All consumption per 1,000 gallons	\$ 1.74

(B) Water service outside the city.

Users receiving service outside the city limits shall pay a charge of 125 percent of the rates set forth in subsection (A), 1. above. The water rates shall be calculated by adding the base rate to the tier-based charge per 1,000 gallons of actual consumptive use. Effective October 16, 2023, the base rate and the charge per 1,000 gallons of actual use shall be as follows:

**Single Family Residential
Water Rates – Outside City**

Base Rate	Effective 10/16/2023
¾" Meter or Smaller	\$22.23
1" Meter	37.05
1½" Meter	74.10
2" Meter	118.56

Volumetric Rate	
Block 1 Per 1,000 Gallons	\$ 4.08
Block 2 Per 1,000 Gallons	8.15
Block 3 Per 1,000 Gallons	12.23
Block 4 Per 1,000 Gallons	16.30

Multi-Family and Commercial Residential Water Rates – Outside City

Base Rate	
¾" Meter or Smaller	\$22.23
1" Meter	37.05

1½" Meter	74.10
2" Meter	118.56
3" Meter	222.30
4" Meter	370.50
6" Meter	741.00
8" Meter	1,185.60
10" Meter	1,704.30

Volumetric Rate
All Usage Per 1,000 Gallons \$ 4.08

Summary of Monthly Water Tiered-Based Range Charge Per 1,000 Gallons

[1] Consumption ranges for single family residential customers shall vary by meter size as follows:

Single Family Residential Consumption Ranges

Meter Size	Block 1	Block 2	Block 3	Block 4
¾" or smaller	0 to 8,000	8,001 to 16,000	16,001 to 24,000	Above 24,000
1"	0 to 13,000	13,001 to 27,000	27,001 to 40,000	Above 40,000
1½" Meter	0 to 27,000	27,001 to 53,000	53,001 to 80,000	Above 80,000
2" Meter	0 to 43,000	43,001 to 85,000	85,001 to 128,000	Above 128,000

[2] Consumption ranges for irrigation customer shall vary by meter size as follows:

Irrigation Consumption Ranges

Meter Size	Block 1	Block 2	Block 3
¾" or smaller	0 to 16,000	16,001 to 24,000	Above 24,000
1"	0 to 27,000	27,001 to 40,000	Above 40,000
1½" Meter	0 to 53,000	53,001 to 80,000	Above 80,000
2" Meter	0 to 85,000	85,001 to 128,000	Above 128,000
3" Meter	0 to 160,000	160,001 to 240,000	Above 240,000
4" Meter	0 to 267,000	267,001 to 400,000	Above 400,000
6" Meter	0 to 533,000	533,001 to 800,000	Above 800,000
8" Meter	0 to 853,000	853,001 to 1,280,000	Above 1,280,000
10" Meter	0 to 1,227,000	1,227,001 to 1,840,000	Above 1,840,000

A surcharge of 25% is applied to customers located outside City limits as allowable by Florida Statutes, Chapter 180.191 (1).

Section 3. Conflicts and Ordinances Repealed

All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 4. Severability.

If any section, sentence, phrase, or word or portion of this Ordinance is determined to be invalid, unlawful or unconstitutional, said determination shall not be held to invalidate or impair the validity, force or effect of any

other section, sentence, phrase, word or portion of this ordinance not otherwise determined to be invalid, unlawful or unconstitutional.

Section 5. Codification.

It is the intent of the City Commission of the City of Fruitland Park that the provisions of this chapter shall become and made a part of the Fruitland Park Code of Ordinances; and grants authority to the codifier to renumber or re-letter sections, and change the words in this ordinance to section, article, chapter or such other appropriate word or phrase in order to accomplish such intentions.

Section 6. Effective Date.

This ordinance shall be effective immediately upon adoption; however, the water rate adjustments shall be implemented October 16, 2023.

PASSED AND DULY ADOPTED this _____ day of _____, 2023 by the City of Fruitland Park, Florida.

Christopher Cheshire, Mayor

Attest:

Esther Coulson, City Clerk, MMC

Mayor Cheshire	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Vice Mayor DeGrave	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Bell	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Gunter	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)
Commissioner Mobilian	_____ (Yes), _____ (No), _____ (Abstained), _____ (Absent)

First Reading September 14, 2023

Second Reading

Approved as to form and legality:

Anita Geraci-Carver, City Attorney

WATER RATES FY2024

FY2024 3/4: Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	Increase 4.0%
	GALLONS	WARI75	WACI75	WARO75	WACO75	
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	3.27	3.27	4.08	4.08	
BLOCK 2	8,001-16,000	6.53	3.27	8.16	4.08	
BLOCK 3	16,001-24,000	9.80	3.27	12.25	4.08	
BLOCK 4	24,001-9,999,999	13.06	3.27	16.33	4.08	

BULK	1.81	4th year increase
------	------	-------------------

FY2024 1.0" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI10	WACI10	WARO10	WACO10
BASE RATE		28.50	28.50	35.63	35.63
BLOCK 1 (per 1K)	0-13,000	3.27	3.27	4.08	4.08
BLOCK 2	13,001-27,000	6.53	3.27	8.16	4.08
BLOCK 3	27,001-40,000	9.80	3.27	12.25	4.08
BLOCK 4	40,001-9,999,999	13.06	3.27	16.33	4.08

FY2024 1.5" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI15	WACI15	WARO15	WACO15
BASE RATE		57.00	57.00	71.25	71.25
BLOCK 1 (per 1K)	0-27,000	3.27	3.27	4.08	4.08
BLOCK 2	27,001-53,000	6.53	3.27	8.16	4.08
BLOCK 3	53,001-80,000	9.80	3.27	12.25	4.08
BLOCK 4	80,001-9,999,999	13.06	3.27	16.33	4.08

FY2024 2.0" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI20	WACI20	WARO20	WACO20
BASE RATE		91.20	91.20	114.00	114.00
BLOCK 1 (per 1K)	0-43,000	3.27	3.27	4.08	4.08
BLOCK 2	43,001-85,000	6.53	3.27	8.16	4.08
BLOCK 3	85,001-128,000	9.80	3.27	12.25	4.08
BLOCK 4	128,001-9,999,999	13.06	3.27	16.33	4.08

WATER RATES FY2024

FY2024 3.0" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI30		WACO30
BASE RATE			171.00	-	213.75
BLOCK 1 (per 1K)	0-43,000		3.27	-	4.08
BLOCK 2	43,001-85,000		3.27	-	4.08
BLOCK 3	85,001-128,000		3.27	-	4.08
BLOCK 4	128,001-9,999,999		3.27	-	4.08

FY2024 4.0" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI40		WACO40
BASE RATE			285.00	-	356.25
BLOCK 1 (per 1K)	0-43,000		3.27	-	4.08
BLOCK 2	43,001-85,000		3.27	-	4.08
BLOCK 3	85,001-128,000		3.27	-	4.08
BLOCK 4	128,001-9,999,999		3.27	-	4.08

FY2024 6.0" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI60		WACO60
BASE RATE			570.00	-	712.50
BLOCK 1 (per 1K)	0-43,000		3.27	-	4.08
BLOCK 2	43,001-85,000		3.27	-	4.08
BLOCK 3	85,001-128,000		3.27	-	4.08
BLOCK 4	128,001-9,999,999		3.27	-	4.08

0.0%

FY2024 8.0" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI80		WACO80
BASE RATE			912.00	-	1,140.00
BLOCK 1 (per 1K)	0-43,000		3.27	-	4.08
BLOCK 2	43,001-85,000		3.27	-	4.08
BLOCK 3	85,001-128,000		3.27	-	4.08
BLOCK 4	128,001-9,999,999		3.27	-	4.08

WATER RATES FY2024

FY2024 10.0" Meter (10/16/2023 - 09/30/2024) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACIX		WACOX
BASE RATE			1,311.00	-	1,638.75
BLOCK 1 (per 1K)	0-43,000		3.27	-	4.08
BLOCK 2	43,001-85,000		3.27	-	4.08
BLOCK 3	85,001-128,000		3.27	-	4.08
BLOCK 4	128,001-9,999,999		3.27	-	4.08

LAST YEAR

FY2022 3/4: Meter (11/10/2022- 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI75	WACI75	WARO75	WACO75
BASE RATE		17.10	17.10	21.38	21.38
BLOCK 1 (per 1K)	0-8,000	3.14	3.14	3.92	3.92
BLOCK 2	8,001-16,000	6.27	3.14	7.84	3.92
BLOCK 3	16,001-24,000	9.41	3.14	11.76	3.92
BLOCK 4	24,001-9,999,999	12.54	3.14	15.68	3.92

Usage
Only

BULK	1.74
------	------

Si 3 2023-013 WATER RATES BUDGET FY2024

FY2019 (10/1/2018 - 09/30/2019) INCREASE at 2.1 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial	Village - Bulk
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4	BULKW
BASE RATE	0-3,000	17.10	17.10	21.37	21.37	-
TIER 1 (per 1K)	3,001-5,000	1.00	1.00	1.25	1.25	0.86
TIER 2	5,001-9,000	1.39	1.39	1.74	1.74	0.86
TIER 3	9,001-14,000	1.83	1.83	2.28	2.28	0.86
TIER 4	14,001-18,000	2.43	2.43	3.05	3.05	0.86
TIER 5	18,001-99,999,999	2.98	2.98	3.72	3.72	0.86

2.10%

FY2018 (10/1/2017 - 09/30/2018) INCREASE at 2.5 %		In City- residential	In City- commercial	County- Residential	County- Commercial	Village - Bulk
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4	BULKW
BASE RATE	0-3,000	16.74	16.74	20.93	20.93	-
TIER 1 (per 1K)	3,001-5,000	0.98	0.98	1.23	1.23	0.84
TIER 2	5,001-9,000	1.36	1.36	1.70	1.70	0.84
TIER 3	9,001-14,000	1.79	1.79	2.23	2.23	0.84
TIER 4	14,001-18,000	2.38	2.38	2.98	2.98	0.84
TIER 5	18,001-99,999,999	2.92	2.92	3.65	3.65	0.84

2.50%

FY2017 (10/1/2016 - 09/30/2017) INCREASE 1.4%		In City- residential	In City- commercial	County- Residential	County- Commercial	Village - Bulk
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4	BULKW
BASE RATE	0-3,000	16.34	16.34	20.42	20.42	-
TIER 1 (per 1K)	3,001-5,000	0.95	0.95	1.20	1.20	0.82
TIER 2	5,001-9,000	1.33	1.33	1.66	1.66	0.82
TIER 3	9,001-14,000	1.74	1.74	2.18	2.18	0.82
TIER 4	14,001-18,000	2.32	2.32	2.91	2.91	0.82
TIER 5	18,001-99,999,999	2.85	2.85	3.56	3.56	0.82

1.40%

5i 3 2023-013 WATER RATES BUDGET FY2024

CURRENT FY2016 Effective 10/1/2013		In City- residen- tial	In City- comm- ercial	County- Residen- tial	County- Comme- rcial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	16.11	16.11	20.14	20.14
TIER 1 (per 1K)	3,001-5,000	0.94	0.94	1.18	1.18
TIER 2	5,001-9,000	1.31	1.31	1.64	1.64
TIER 3	9,001-14,000	1.72	1.72	2.15	2.15
TIER 4	14,001-18,000	2.29	2.29	2.87	2.87
TIER 5	18,001-99,999,999	2.81	2.81	3.51	3.51

BULK	0.79
------	------

FY2017 (10/1/2016 - 09/30/2017) INCREASE at 1.4 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	16.34	16.34	20.42	20.42
TIER 1 (per 1K)	3,001-5,000	0.95	0.95	1.20	1.20
TIER 2	5,001-9,000	1.33	1.33	1.66	1.66
TIER 3	9,001-14,000	1.74	1.74	2.18	2.18
TIER 4	14,001-18,000	2.32	2.32	2.91	2.91
TIER 5	18,001-99,999,999	2.85	2.85	3.56	3.56

BULK	0.80
------	------

DOL 01/2016 CPI-U 1.4

<http://www.bls.gov/news.release/pdf/cpi.pdf>

5i 3 2023-013 WATER RATES BUDGET FY2024

FY2017 (10/1/2016 - 09/30/2017) INCREASE at 1.4 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATR1	WATR2	WATR3	WATR4
BASE RATE	0-3,000	16.34	16.34	20.42	20.42
TIER 1 (per 1K)	3,001-5,000	0.95	0.95	1.20	1.20
TIER 2	5,001-9,000	1.33	1.33	1.66	1.66
TIER 3	9,001-14,000	1.74	1.74	2.18	2.18
TIER 4	14,001-18,000	2.32	2.32	2.91	2.91
TIER 5	18,001-99,999,999	2.85	2.85	3.56	3.56

1.40%

BULK	0.80
------	------

FY2018 (10/1/2017 - 09/30/2018) INCREASE at 2.5 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATR1	WATR2	WATR3	WATR4
BASE RATE	0-3,000	16.74	16.74	20.93	20.93
TIER 1 (per 1K)	3,001-5,000	0.98	0.98	1.23	1.23
TIER 2	5,001-9,000	1.36	1.36	1.70	1.70
TIER 3	9,001-14,000	1.79	1.79	2.23	2.23
TIER 4	14,001-18,000	2.38	2.38	2.98	2.98
TIER 5	18,001-99,999,999	2.92	2.92	3.65	3.65

2.50%

BULK	0.82
------	------

DOL 01/2017 CPI-U 2.5%

<http://www.bls.gov/news.release/pdf/cpi.pdf>

Si 3 2023-013 WATER RATES BUDGET FY2024

FY2018 (10/1/2017 - 09/30/2018) INCREASE at 2.5 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	16.74	16.74	20.93	20.93
TIER 1 (per 1K)	3,001-5,000	0.98	0.98	1.23	1.23
TIER 2	5,001-9,000	1.36	1.36	1.70	1.70
TIER 3	9,001-14,000	1.79	1.79	2.23	2.23
TIER 4	14,001-18,000	2.38	2.38	2.98	2.98
TIER 5	18,001-99,999,999	2.92	2.92	3.65	3.65

2.50%

BULK	0.82
------	------

FY2019 (10/1/2018 - 09/30/2019) INCREASE at 2.1 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4
BASE RATE	0-3,000	17.10	17.10	21.37	21.37
TIER 1 (per 1K)	3,001-5,000	1.00	1.00	1.25	1.25
TIER 2	5,001-9,000	1.39	1.39	1.74	1.74
TIER 3	9,001-14,000	1.83	1.83	2.28	2.28
TIER 4	14,001-18,000	2.43	2.43	3.05	3.05
TIER 5	18,001-99,999,999	2.98	2.98	3.72	3.72

2.10%

BULK	0.84
------	------

DOL 01/2018 CPI-U 2.1%

<http://www.bls.gov/news.release/pdf/cpi.pdf>

FY2020 3/4: Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS	WARI75	WACI75	WARO75	WACO75	
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	1.32	1.32	1.65	1.65	
BLOCK 2	8,001-16,000	2.64	1.32	3.30	1.65	
BLOCK 3	16,001-24,000	3.96	1.32	4.95	1.65	
BLOCK 4	24,001-9,999,999	5.28	1.32	6.60	1.65	

BULK	1.08	25% per next 3 years	1.34	1.68
------	------	----------------------	------	------

FY2020 1.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS	WARI10	WACI10	WARO10	WACO10	
BASE RATE		28.50	28.50	35.63	35.63	
BLOCK 1 (per 1K)	0-13,000	1.32	1.32	1.65	1.65	
BLOCK 2	13,001-27,000	2.64	1.32	3.30	1.65	
BLOCK 3	27,001-40,000	3.96	1.32	4.95	1.65	
BLOCK 4	40,001-9,999,999	5.28	1.32	6.60	1.65	

FY2020 1.5" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS	WARI15	WACI15	WARO15	WACO15	
BASE RATE		57.00	57.00	71.25	71.25	
BLOCK 1 (per 1K)	0-27,000	1.32	1.32	1.65	1.65	
BLOCK 2	27,001-53,000	2.64	1.32	3.30	1.65	
BLOCK 3	53,001-80,000	3.96	1.32	4.95	1.65	
BLOCK 4	80,001-9,999,999	5.28	1.32	6.60	1.65	

FY2020 2.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS	WARI20	WACI20	WARO20	WACO20	
BASE RATE		91.20	91.20	114.00	114.00	
BLOCK 1 (per 1K)	0-43,000	1.32	1.32	1.65	1.65	
BLOCK 2	43,001-85,000	2.64	1.32	3.30	1.65	
BLOCK 3	85,001-128,000	3.96	1.32	4.95	1.65	
BLOCK 4	128,001-9,999,999	5.28	1.32	6.60	1.65	

5i 3 2023-013 WATER RATES BUDGET FY2024

FY2020 3.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS		WACI30		WACO30	
BASE RATE			171.00	-	213.75	
BLOCK 1 (per 1K)	0-43,000		1.32	-	1.65	
BLOCK 2	43,001-85,000		1.32	-	1.65	
BLOCK 3	85,001-128,000		1.32	-	1.65	
BLOCK 4	128,001-9,999,999		1.32	-	1.65	

FY2020 4.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS		WACI40		WACO40	
BASE RATE			285.00	-	356.25	
BLOCK 1 (per 1K)	0-43,000		1.32	-	1.65	
BLOCK 2	43,001-85,000		1.32	-	1.65	
BLOCK 3	85,001-128,000		1.32	-	1.65	
BLOCK 4	128,001-9,999,999		1.32	-	1.65	

FY2020 6.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS		WACI60		WACO60	
BASE RATE			570.00	-	712.50	
BLOCK 1 (per 1K)	0-43,000		1.32	-	1.65	
BLOCK 2	43,001-85,000		1.32	-	1.65	
BLOCK 3	85,001-128,000		1.32	-	1.65	
BLOCK 4	128,001-9,999,999		1.32	-	1.65	

FY2020 8.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS		WACI80		WACO80	
BASE RATE			912.00	-	1,140.00	
BLOCK 1 (per 1K)	0-43,000		1.32	-	1.65	
BLOCK 2	43,001-85,000		1.32	-	1.65	
BLOCK 3	85,001-128,000		1.32	-	1.65	
BLOCK 4	128,001-9,999,999		1.32	-	1.65	

5i 3 2023-013 WATER RATES BUDGET FY2024

FY2020 10.0" Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	NEW 25%
	GALLONS		WACIX		WACOX	
BASE RATE			1,311.00	-	1,638.75	
BLOCK 1 (per 1K)	0-43,000		1.32	-	1.65	
BLOCK 2	43,001-85,000		1.32	-	1.65	
BLOCK 3	85,001-128,000		1.32	-	1.65	
BLOCK 4	128,001-9,999,999		1.32	-	1.65	

LAST YEAR

FY2019 (10/1/2018 - 09/30/2019) INCREASE at 2.1 CPU		In City- residential	In City- commercial	County- Residential	County- Commercial	2.10%
	GALLONS	WATRG 1	WATRG 2	WATRG3	WATRG4	
BASE RATE	0-3,000	17.10	17.10	21.37	21.37	
TIER 1 (per 1K)	3,001-5,000	1.00	1.00	1.25	1.25	
TIER 2	5,001-9,000	1.39	1.39	1.74	1.74	
TIER 3	9,001-14,000	1.83	1.83	2.28	2.28	
TIER 4	14,001-18,000	2.43	2.43	3.05	3.05	
TIER 5	18,001-99,999,999	2.98	2.98	3.72	3.72	

BULK	0.86
------	------

Si 3 2023-013 WATER RATES BUDGET FY2024

FY2021 3/4: Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	Usage Only 58%
	GALLONS	WARI75	WACI75	WARO75	WACO75	
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	2.08	2.08	2.60	2.60	
BLOCK 2	8,001-16,000	4.16	2.08	5.20	2.60	
BLOCK 3	16,001-24,000	6.24	2.08	7.80	2.60	
BLOCK 4	24,001-9,999,999	8.32	2.08	10.40	2.60	

BULK	1.34	25% per next 3 years	1.68
------	------	----------------------	------

FY2021 1.0" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	58%
	GALLONS	WARI10	WACI10	WARO10	WACO10	
BASE RATE		28.50	28.50	35.63	35.63	
BLOCK 1 (per 1K)	0-13,000	2.08	2.08	2.60	2.60	
BLOCK 2	13,001-27,000	4.16	2.08	5.20	2.60	
BLOCK 3	27,001-40,000	6.24	2.08	7.80	2.60	
BLOCK 4	40,001-9,999,999	8.32	2.08	10.40	2.60	

FY2021 1.5" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	58%
	GALLONS	WARI15	WACI15	WARO15	WACO15	
BASE RATE		57.00	57.00	71.25	71.25	
BLOCK 1 (per 1K)	0-27,000	2.08	2.08	2.60	2.60	
BLOCK 2	27,001-53,000	4.16	2.08	5.20	2.60	
BLOCK 3	53,001-80,000	6.24	2.08	7.80	2.60	
BLOCK 4	80,001-9,999,999	8.32	2.08	10.40	2.60	

FY2021 2.0" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	58%
	GALLONS	WARI20	WACI20	WARO20	WACO20	
BASE RATE		91.20	91.20	114.00	114.00	
BLOCK 1 (per 1K)	0-43,000	2.08	2.08	2.60	2.60	
BLOCK 2	43,001-85,000	4.16	2.08	5.20	2.60	
BLOCK 3	85,001-128,000	6.24	2.08	7.80	2.60	
BLOCK 4	128,001-9,999,999	8.32	2.08	10.40	2.60	

5i 3 2023-013 WATER RATES BUDGET FY2024

FY2021 3.0" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	58%
	GALLONS		WACI30		WACO30	
BASE RATE			171.00	-	213.75	
BLOCK 1 (per 1K)	0-43,000		2.08	-	2.60	
BLOCK 2	43,001-85,000		2.08	-	2.60	
BLOCK 3	85,001-128,000		2.08	-	2.60	
BLOCK 4	128,001-9,999,999		2.08	-	2.60	

FY2021 4.0" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	58%
	GALLONS		WACI40		WACO40	
BASE RATE			285.00	-	356.25	
BLOCK 1 (per 1K)	0-43,000		2.08	-	2.60	
BLOCK 2	43,001-85,000		2.08	-	2.60	
BLOCK 3	85,001-128,000		2.08	-	2.60	
BLOCK 4	128,001-9,999,999		2.08	-	2.60	

FY2021 6.0" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	58%
	GALLONS		WACI60		WACO60	
BASE RATE			570.00	-	712.50	
BLOCK 1 (per 1K)	0-43,000		2.08	-	2.60	
BLOCK 2	43,001-85,000		2.08	-	2.60	
BLOCK 3	85,001-128,000		2.08	-	2.60	
BLOCK 4	128,001-9,999,999		2.08	-	2.60	

FY2021 8.0" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	58%
	GALLONS		WACI80		WACO80	
BASE RATE			912.00	-	1,140.00	
BLOCK 1 (per 1K)	0-43,000		2.08	-	2.60	
BLOCK 2	43,001-85,000		2.08	-	2.60	
BLOCK 3	85,001-128,000		2.08	-	2.60	
BLOCK 4	128,001-9,999,999		2.08	-	2.60	

5i 3 2023-013 WATER RATES BUDGET FY2024

FY2021 10.0" Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACIX		WACOX
BASE RATE			1,311.00	-	1,638.75
BLOCK 1 (per 1K)	0-43,000		2.08	-	2.60
BLOCK 2	43,001-85,000		2.08	-	2.60
BLOCK 3	85,001-128,000		2.08	-	2.60
BLOCK 4	128,001-9,999,999		2.08	-	2.60

58%

LAST YEAR

FY2020 3/4: Meter (8/1/2019 - 09/30/2020) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI75	WACI75	WARO75	WACO75
BASE RATE		17.10	17.10	21.38	21.38
BLOCK 1 (per 1K)	0-8,000	1.32	1.32	1.65	1.65
BLOCK 2	8,001-16,000	2.64	1.32	3.30	1.65
BLOCK 3	16,001-24,000	3.96	1.32	4.95	1.65
BLOCK 4	24,001-9,999,999	5.28	1.32	6.60	1.65

New 25%

BULK	1.08
------	------

FY2022 3/4: Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	Usage Only 46%
	GALLONS	WARI75	WACI75	WARO75	WACO75	
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	3.03	3.03	3.79	3.79	
BLOCK 2	8,001-16,000	6.06	3.03	7.58	3.79	
BLOCK 3	16,001-24,000	9.09	3.03	11.36	3.79	
BLOCK 4	24,001-9,999,999	12.12	3.03	15.15	3.79	

BULK	1.68	3rd year increase
------	------	-------------------

FY2022 1.0" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS	WARI10	WACI10	WARO10	WACO10	
BASE RATE		28.50	28.50	35.63	35.63	
BLOCK 1 (per 1K)	0-13,000	3.03	3.03	3.79	3.79	
BLOCK 2	13,001-27,000	6.06	3.03	7.58	3.79	
BLOCK 3	27,001-40,000	9.09	3.03	11.36	3.79	
BLOCK 4	40,001-9,999,999	12.12	3.03	15.15	3.79	

FY2022 1.5" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS	WARI15	WACI15	WARO15	WACO15	
BASE RATE		57.00	57.00	71.25	71.25	
BLOCK 1 (per 1K)	0-27,000	3.03	3.03	3.79	3.79	
BLOCK 2	27,001-53,000	6.06	3.03	7.58	3.79	
BLOCK 3	53,001-80,000	9.09	3.03	11.36	3.79	
BLOCK 4	80,001-9,999,999	12.12	3.03	15.15	3.79	

FY2022 2.0" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS	WARI20	WACI20	WARO20	WACO20	
BASE RATE		91.20	91.20	114.00	114.00	
BLOCK 1 (per 1K)	0-43,000	3.03	3.03	3.79	3.79	
BLOCK 2	43,001-85,000	6.06	3.03	7.58	3.79	
BLOCK 3	85,001-128,000	9.09	3.03	11.36	3.79	
BLOCK 4	128,001-9,999,999	12.12	3.03	15.15	3.79	

FY2022 3.0" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS		WACI30		WACO30	
BASE RATE			171.00	-	213.75	
BLOCK 1 (per 1K)	0-43,000		3.03	-	3.79	
BLOCK 2	43,001-85,000		3.03	-	3.79	
BLOCK 3	85,001-128,000		3.03	-	3.79	
BLOCK 4	128,001-9,999,999		3.03	-	3.79	

FY2022 4.0" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS		WACI40		WACO40	
BASE RATE			285.00	-	356.25	
BLOCK 1 (per 1K)	0-43,000		3.03	-	3.79	
BLOCK 2	43,001-85,000		3.03	-	3.79	
BLOCK 3	85,001-128,000		3.03	-	3.79	
BLOCK 4	128,001-9,999,999		3.03	-	3.79	

FY2022 6.0" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS		WACI60		WACO60	
BASE RATE			570.00	-	712.50	
BLOCK 1 (per 1K)	0-43,000		3.03	-	3.79	
BLOCK 2	43,001-85,000		3.03	-	3.79	
BLOCK 3	85,001-128,000		3.03	-	3.79	
BLOCK 4	128,001-9,999,999		3.03	-	3.79	

FY2022 8.0" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS		WACI80		WACO80	
BASE RATE			912.00	-	1,140.00	
BLOCK 1 (per 1K)	0-43,000		3.03	-	3.79	
BLOCK 2	43,001-85,000		3.03	-	3.79	
BLOCK 3	85,001-128,000		3.03	-	3.79	
BLOCK 4	128,001-9,999,999		3.03	-	3.79	

FY2022 10.0" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	46%
	GALLONS		WACIX		WACOX	
BASE RATE			1,311.00	-	1,638.75	
BLOCK 1 (per 1K)	0-43,000		3.03	-	3.79	
BLOCK 2	43,001-85,000		3.03	-	3.79	
BLOCK 3	85,001-128,000		3.03	-	3.79	
BLOCK 4	128,001-9,999,999		3.03	-	3.79	

LAST YEAR

5i 3 2023-013 WATER RATES BUDGET FY2024

FY2021 3/4: Meter (10/1/2020 - 09/30/2021) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	Usage Only 58%
	GALLONS	WARI75	WACI75	WARO75	WACO75	
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	2.08	2.08	2.60	2.60	
BLOCK 2	8,001-16,000	4.16	2.08	5.20	2.60	
BLOCK 3	16,001-24,000	6.24	2.08	7.80	2.60	
BLOCK 4	24,001-9,999,999	8.32	2.08	10.40	2.60	
BULK		1.34	25% per next 3 years		1.68	25%

FY2023 3/4: Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial	Usage Only 3.5%
	GALLONS	WARI75	WACI75	WARO75	WACO75	
BASE RATE		17.10	17.10	21.38	21.38	
BLOCK 1 (per 1K)	0-8,000	3.14	3.14	3.92	3.92	
BLOCK 2	8,001-16,000	6.27	3.14	7.84	3.92	
BLOCK 3	16,001-24,000	9.41	3.14	11.76	3.92	
BLOCK 4	24,001-9,999,999	12.54	3.14	15.68	3.92	

BULK	1.74	3rd year increase
------	------	-------------------

FY2023 1.0" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI10	WACI10	WARO10	WACO10
BASE RATE		28.50	28.50	35.63	35.63
BLOCK 1 (per 1K)	0-13,000	3.14	3.14	3.92	3.92
BLOCK 2	13,001-27,000	6.27	3.14	7.84	3.92
BLOCK 3	27,001-40,000	9.41	3.14	11.76	3.92
BLOCK 4	40,001-9,999,999	12.54	3.14	15.68	3.92

FY2023 1.5" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI15	WACI15	WARO15	WACO15
BASE RATE		57.00	57.00	71.25	71.25
BLOCK 1 (per 1K)	0-27,000	3.14	3.14	3.92	3.92
BLOCK 2	27,001-53,000	6.27	3.14	7.84	3.92
BLOCK 3	53,001-80,000	9.41	3.14	11.76	3.92
BLOCK 4	80,001-9,999,999	12.54	3.14	15.68	3.92

FY2023 2.0" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI20	WACI20	WARO20	WACO20
BASE RATE		91.20	91.20	114.00	114.00
BLOCK 1 (per 1K)	0-43,000	3.14	3.14	3.92	3.92
BLOCK 2	43,001-85,000	6.27	3.14	7.84	3.92
BLOCK 3	85,001-128,000	9.41	3.14	11.76	3.92
BLOCK 4	128,001-9,999,999	12.54	3.14	15.68	3.92

FY2023 3.0" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI30		WACO30
BASE RATE			171.00	-	213.75
BLOCK 1 (per 1K)	0-43,000		3.14	-	3.92
BLOCK 2	43,001-85,000		3.14	-	3.92
BLOCK 3	85,001-128,000		3.14	-	3.92
BLOCK 4	128,001-9,999,999		3.14	-	3.92

FY2023 4.0" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI40		WACO40
BASE RATE			285.00	-	356.25
BLOCK 1 (per 1K)	0-43,000		3.14	-	3.92
BLOCK 2	43,001-85,000		3.14	-	3.92
BLOCK 3	85,001-128,000		3.14	-	3.92
BLOCK 4	128,001-9,999,999		3.14	-	3.92

FY2023 6.0" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI60		WACO60
BASE RATE			570.00	-	712.50
BLOCK 1 (per 1K)	0-43,000		3.14	-	3.92
BLOCK 2	43,001-85,000		3.14	-	3.92
BLOCK 3	85,001-128,000		3.14	-	3.92
BLOCK 4	128,001-9,999,999		3.14	-	3.92

0.0%

FY2023 8.0" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACI80		WACO80
BASE RATE			912.00	-	1,140.00
BLOCK 1 (per 1K)	0-43,000		3.14	-	3.92
BLOCK 2	43,001-85,000		3.14	-	3.92
BLOCK 3	85,001-128,000		3.14	-	3.92
BLOCK 4	128,001-9,999,999		3.14	-	3.92

FY2023 10.0" Meter (11/10/2022 - 09/30/2023) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS		WACIX		WACOX
BASE RATE			1,311.00	-	1,638.75
BLOCK 1 (per 1K)	0-43,000		3.14	-	3.92
BLOCK 2	43,001-85,000		3.14	-	3.92
BLOCK 3	85,001-128,000		3.14	-	3.92
BLOCK 4	128,001-9,999,999		3.14	-	3.92

LAST YEAR

FY2022 3/4" Meter (10/1/2021 - 09/30/2022) RATE STUDY RESTRUCTURE		In City- residential	In City- commercial	County- Residential	County- Commercial
	GALLONS	WARI75	WACI75	WARO75	WACO75
BASE RATE		17.10	17.10	21.38	21.38
BLOCK 1 (per 1K)	0-8,000	3.03	3.03	3.79	3.79
BLOCK 2	8,001-16,000	6.06	3.03	7.58	3.79
BLOCK 3	16,001-24,000	9.09	3.03	11.36	3.79
BLOCK 4	24,001-9,999,999	12.12	3.03	15.15	3.79

Usage
Only

BULK	1.68
------	------

MAKE CHECKS PAYABLE TO:



CITY OF FRUITLAND PARK UTILITY DEPT.
506 W. BERCKMAN STREET
FRUITLAND PARK, FL 34731
(352) 360-6727

RETURN THIS STUB WITH PAYMENT TO
CITY OF FRUITLAND PARK

PLEASE WRITE THE BILL NUMBER OR ACCOUNT NUMBER ON YOUR CHECK

METER LOCATION 506 W BERCKMAN ST CH	APT 506 W BERCKMAN ST CH	FROM 8/11/2023	TO 9/11/2023
BILL DATE 9/26/2023	ACCOUNT NUMBER 1010000500	BILL NUMBER 519834	
PAY BEFORE DUE DATE 257.68	PAY AFTER DUE DATE 283.45	PAYMENT AMOUNT	



E-Z PAY BANKDRAFT OPTION (SEE REVERSE SIDE)

UTILITY PAYMENT DROP BOX IN PARKING LOT OF CITY HALL

CASHIER HOURS 8:00 a.m. - 4:30 p.m.

ADDRESSEE:

FPK0922A
2000000003 1/3

CITY OF FRUITLAND PARK
506 W BERCKMAN ST
FRUITLAND PARK, FL 34731

REMIT TO:



CITY OF FRUITLAND PARK
UTILITY DEPARTMENT
506 W BERCKMAN ST
FRUITLAND PARK, FL 34731

☐ Please check box if above address is incorrect, and indicate change(s)

PLEASE DETACH AND RETURN TOP PORTION WITH YOUR PAYMENT

PURSUANT TO F.S. 180.136, NOTICE IS HEREBY GIVEN THAT ON THURSDAY
OCTOBER 12, 2023 AT 6:00 PM, THE CITY COMMISSION OF FRUITLAND PARK
WILL HOLD A PUBLIC MEETING AT TOWN HALL, 506 W BERCKMAN ST FRUITLAND
PARK FL. TO CONSIDER THE PROPOSED INCREASE IN WATER AND SEWER RATES.
VISIT WWW.FRUITLANDPARK.ORG FOR ONLINE UTILITY BILL PAYMENT
PAYMENT IS ALWAYS DUE BY THE 10TH / SHUT OFF IS ALWAYS THE 21ST

NAME: CITY OF FRUITLAND PARK				
ACCOUNT NO.	FROM	TO	BILL DATE	METER LOCATION
1010000500	8/11/2023	9/11/2023	9/26/2023	506 W BERCKMAN ST CH
SERVICE CHARGE	PREVIOUS	PRESENT	USAGE	CURR CHG

WACI20	3687555	3691098	3543	102.33
STMWTR				2.00
SEWER				153.35

A 10% PENALTY APPLIES TO THE UNPAID BALANCE AFTER THE 10TH OF THE MONTH.

WATER SERVICE WILL BE SHUT OFF ON THE 21ST IF THE BILL IS NOT PAID BY 5PM ON THE 20TH.

PAST DUE	THIS BILLING	TOTAL DUE	ACCOUNT	DUE
0.00	257.68	257.68	1010000500	10/10/2023
BILL NUMBER	PENALTY	25.77	PAY BEFORE DUE DATE	257.68
519834	PAYMENT AMOUNT	283.45	PAY AFTER DUE DATE	283.45



CFP-1178-4

CITY OF FRUITLAND PARK UTILITY
DEPT.

506 W. BERCKMAN STREET
FRUITLAND PARK, FL 34731
(352) 360-6727

After-Hours Utility Emergency - Please contact the Lake
County Sheriff's Office at (352) 343-2101

PLEASE RETAIN THIS PORTION FOR YOUR RECORDS.

CASHIER HOURS 8:00 a.m. - 4:30 p.m.BILL IS DUE AND PAYABLE UPON RECEIPT. A 10%
PENALTY IS APPLIED IF PAID AFTER 10TH OF MONTH.

PAY BEFORE
DUE DATE

257.68

PAY AFTER
DUE DATE

283.45

The Villages[®] DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

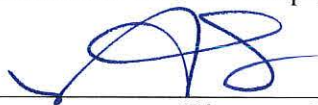
Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01151358** in the matter of

NOTICE OF PUBLIC HEARINGS

was published in said newspaper in the issues of

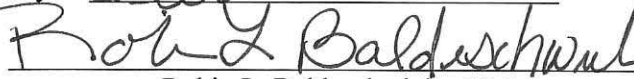
October 1, 2023

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.



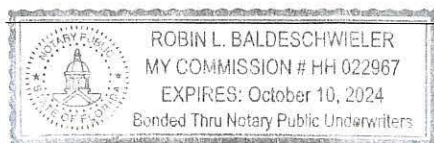
(Signature Of Affiant)

Sworn to and subscribed before me this 3
day of October, 2023.



Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARINGS

ORDINANCE 2023-013

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, LAKE COUNTY, FLORIDA AMENDING SECTION 50.30 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WATER UTILITY RATES BASED ON AUGUST 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY AND PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 28, 2023.)

This ordinance will be presented for public hearing by the City of Fruitland Park City Commission on Thursday, October 12, 2023 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public and hearings may be continued as determined by the commission from time to time to a time certain. The proposed ordinance may be reviewed and inspected by the public during normal working hours at city hall. For further information, please call (352) 360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The city does not provide verbatim records. (Florida Statutes, 286.0105).

Anyone requiring special accommodations at this meeting because of disability or physical impairment and need assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least forty-eight (48) hours before the date of the scheduled hearings.

#01151358 October 1, 2023

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 5f

ITEM TITLE: Second Reading and Public Hearing - Ordinance
2023-014 Increase Water and Wastewater Rate

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Monday, September 18, 2023

SUBMITTED BY: City Attorney/City Treasurer/City Manager

BRIEF NARRATIVE: Ordinance 2022-021 – Second reading amending Chapter 99.60, Wastewater Rates. Increase wastewater usage rates by 4.0%, the CPI-U August 2023. The volumetric rate (cost of 1,000 gallons) will be increased 4.0% per 1,000 gallons. This increases residential usage \$.28 per 1000 gallons. (The first reading was held on September 28, 2023.)

FUNDS BUDGETED:

ATTACHMENTS: Ordinance, rate tables and see 5e for notice on utility bills.

RECOMMENDATION: Approval.

ACTION: Enact Ordinance 2023-014 to become effective immediately as provided by law. (The water rate adjustments shall be implemented October 16, 2023.)

ORDINANCE 2023-014

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON AUGUST 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY, PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Florida Statute Chapter 180 provides local municipalities with the authority to establish and operate water utility systems; and

WHEREAS, Florida Statute Chapter 180.13 provides the City Commission with the authority to establish just and equitable rates or charges to be paid to the municipality for the use of the utility by each person; and

WHEREAS, the City Commission has determined that it is necessary to amend the ordinance governing the wastewater systems for the City of Fruitland Park to meet the cost of providing wastewater service to the customers of the wastewater system; and

WHEREAS, the City Commission enacted Ordinance 2005-031 which allowed for adjustment of water and wastewater rates in accordance with changes to the cost of living; and

WHEREAS, the City Commission of the City of Fruitland Park has accordingly determined that it is necessary to uniformly increase wastewater usage rate by 4%; and

WHEREAS, the City of Fruitland Park has provided notice of the proposed increase to each customer through the utility's billing process as is required by 180.136, Florida Statutes; and

NOW, THEREFORE BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF FRUITLAND PARK, FLORIDA

Section 1. In Chapter 99, Section 99.60(B) relating to Wastewater Rates shall be amended to read as follows:

Single Family Residential Wastewater Rates - Inside City

Base Rate	10/16/2023
¾" Meter or Smaller	\$26.00
1" Meter	26.00
1½" Meter	26.00
2" Meter	26.00
Volumetric Rate [4]	
All Consumption Per 1,000 Gallons	\$5.88
Up to 10,000 Gallons	0.00

All Consumption Per 1,000 Gallons	\$0.00
Above 10,000 Gallons	0.00

Multi-Family Residential Wastewater Rates - Inside City

Base Rate

¾" Meter or Smaller	\$26.00
1" Meter	43.34
1½" Meter	86.66
2" Meter	138.66
3" Meter	260.00
4" Meter	433.34
6" Meter	866.66
8" Meter	1,386.66
10" Meter	1,993.34

Volumetric Rate

All Consumption Per 1,000 Gallons	\$5.88
-----------------------------------	--------

Single Family Residential Wastewater Rates – Outside City

Base Rate

¾" Meter or Smaller	\$32.50
1" Meter	32.50
1½" Meter	32.50
2" Meter	32.50

Volumetric Rate [4]

All Consumption Per 1,000 Gallons	\$7.35
Up to 10,000 Gallons	0.00

All Consumption Per 1,000 Gallons	\$0.00
Above 10,000 Gallons	0.00

Multi-Family and Commercial Wastewater Rates – Outside City

Base Rate

¾" Meter or Smaller	\$32.50
1" Meter	54.16
1½" Meter	108.34
2" Meter	173.32
3" Meter	325.00
4" Meter	541.66
6" Meter	1,083.34
8" Meter	1,733.34
10" Meter	2,491.66

Volumetric Rate

All Consumption Per 1,000 Gallons \$7.35

(a) Sewer pump, electric connection fee: \$400.00

Section 2. All Ordinances in conflict with the provisions of this ordinance are hereby repealed.

Section 3. The provisions of this ordinance are intended to be incorporated into the Code of Ordinances of the City of Fruitland Park, Florida and the sections of this ordinance may be renumbered, re-lettered, and the word “ordinance” may be changed to “section”, “article” or such other word or phrase in order to accomplish such intention.

Section 4. If any section, sentence, clause, or phrase of this ordinance is held to be invalid or unconstitutional by any court of competent jurisdiction, then said holding shall in no way affect the validity of the remaining portion of this ordinance.

Section 5. This ordinance shall be effective immediately upon adoption; however, the wastewater rate adjustments shall be implemented October 16, 2023.

PASSED AND ORDAINED this _____ 2023 by the City Commission of the City of Fruitland Park, Florida.

Christopher Cheshire, Mayor

Attest:

Esther Coulson, City Clerk, MMC

Mayor Cheshire	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Vice Mayor DeGrave	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Bell	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Gunter	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)
Commissioner Mobilian	_____	(Yes),	_____	(No),	_____	(Abstained),	_____	(Absent)

First Reading September 28, 2023

Second Reading

Approved as to form and legality:

Anita Geraci-Carver

The Villages® DAILY SUN

Published Daily
Lady Lake, Florida
State of Florida
County Of Lake

Before the undersigned authority personally appeared **Amber Sevison**, who on oath says that she is Legal Ad Coordinator of the DAILY SUN, a daily newspaper published at Lady Lake in Lake County, Florida with circulation in Lake, Sumter and Marion Counties; that the attached copy of advertisement, being a Legal # **01151362** in the matter of

NOTICE OF PUBLIC HEARINGS

was published in said newspaper in the issues of

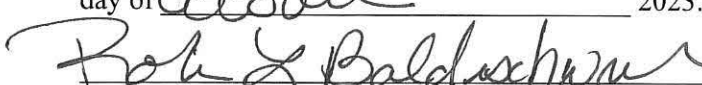
October 1, 2023

Affiant further says that the said Daily Sun is a newspaper published at Lady Lake in said Lake County, Florida, and that the said newspaper has heretofore been continuously published in said Lake County, Florida each week and has been entered as second-class mail matter at the post office in Lady Lake, in said Lake County, Florida, for a period of one year next preceding the first publication of the attached copy of advertisements; and affiant further says that he has neither paid nor promised any person, firm, or Corporation any discount, rebate, commission or refund for the purpose of securing this advertisement for Publication in the said newspaper.

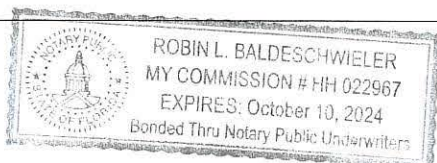


(Signature Of Affiant)

Sworn to and subscribed before me this 3
day of October 2023.


Robin L. Baldeschwieler, Notary

Personally Known X or
Production Identification _____
Type of Identification Produced _____



NOTICE OF PUBLIC HEARINGS

ORDINANCE 2023-014

AN ORDINANCE OF THE CITY OF FRUITLAND PARK, FLORIDA, AMENDING SECTION 99.60 IN CHAPTER 50 OF THE FRUITLAND PARK CODE OF ORDINANCES TO ADJUST THE WASTEWATER UTILITY RATES BASED ON AUGUST 2023 CONSUMER PRICE INDEX; PROVIDING FOR CODIFICATION; PROVIDING FOR REPEAL OF ALL CONFLICTING ORDINANCES; PROVIDING FOR SEVERABILITY; PROVIDING FOR AN EFFECTIVE DATE. (The first reading was held on September 28, 2023.)

This ordinance will be presented for public hearing by the City of Fruitland Park City Commission on Thursday, October 12, 2023 at 6:00 p.m. in the commission chambers of city hall, 506 West Berckman Street, Fruitland Park, Florida 34731. This meeting is open to the public and hearings may be continued as determined by the commission from time to time to a time certain. The proposed ordinance may be reviewed and inspected by the public during normal working hours at city hall. For further information, please call (352) 360-6727. Interested parties may appear at the meetings and will be heard with respect to the proposed ordinance.

If a person decides to appeal any decision made by any board, agency or commission with respect to any matter considered at such meeting or hearing, will need a record of the proceedings. For such purposes, any such person may need to ensure that a verbatim record of the proceedings is made, which includes the testimony and evidence upon which the appeal is based. The city does not provide verbatim records. (Florida Statutes, 286.0105).

Anyone requiring special accommodations at this meeting because of disability or physical impairment and need assistance to participate in any of these proceedings should contact Esther Coulson, City Clerk at (352) 360-6790 at least forty-eight (48) hours before the date of the scheduled hearings.

#01151362 October 1, 2023

**CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 6a**

ITEM TITLE: CITY MANAGER’S REPORT

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Thursday, October 5, 2023

SUBMITTED BY: City Manager

BRIEF NARRATIVE: City Manager’s Report

- i. Economic Development Status Update
- ii. Commercial Developments Permits Issued Status Report
- iii. Law Enforcement Dispatch Services – Lake County Sheriff’s Office

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

CITY OF FRUITLAND PARK AGENDA ITEM SUMMARY SHEET

Item Number: 6b

ITEM TITLE:	CITY ATTORNEY REPORT
MEETING DATE:	Thursday, October 12, 2023
DATE SUBMITTED:	October 3, 2023
SUBMITTED BY:	City Attorney
BRIEF NARRATIVE:	City Attorney Report

U.S. Bank National Association v. Robert Moore and City of Fruitland Park, Lake County Case No. 2022-CA-00845 (Judge Baxley): A Final Judgment of Foreclosure was entered March 24, 2023 in the amount of \$52,811.09. The sale was held May 23, 2023 at 11 am. A Certificate of Title was issued to JLH Properties, LLC on June 5, 2023. The winning bid was \$80,100. Since the property sold for more than the judgment amount, the surplus proceeds will be held pending further Order of the Court. Attorney McCulloch will be seeking a portion of the excess proceeds to satisfy the City's lien. On June 29, 2023, a third party Rapid Surplus Refund LLC intervened and filed a motion seeking the excess proceeds on behalf of the purported sole heir to Robert Moore's estate. Attorney McCulloch filed an Amended Motion to Disburse Excess Funds. A hearing will be held September 8, 2023 on both the City's motion as well as the third party's motions. As of July 10, 2023 (863 Days) the City's fines and costs total \$43,209.16. Excess funds of \$27,469.32 is being held in the Court's Registry. A hearing was held on September 8, 2023. An order has not been entered. On September 25, 2023, the City filed a Motion for Reconsideration and Motion for Rehearing on Plaintiff's Motion to Disburse Surplus Funds because the attorney representing the City was not notified of the hearing and therefore did not attend. Also on September 25, 2023 the Plaintiff filed a Motion for Relief from Judgment and also filed a Response to the City's Motion for Rehearing/Motion for Reconsideration. A hearing has not been scheduled.

Wayne Goodridge and Tammy Goodridge v. City of Fruitland Park, Lake County Case No. 2022-CA-1628: The City was served with a lawsuit on September 8, 2022. A copy has been provided to the Commission. Plaintiffs file a two-count Verified Complaint. Count I – Inverse Condemnation and Count II – Trespass. Plaintiffs allege the City's construction of the library has caused storm water to flood across Rose Avenue onto their property located at 100 Rose Ave., Fruitland Park and have converted their property into a storm water retention system. Public Risk Management (PRM) retained attorney Donovan A. Roper and Mark K. McCulloch of Roper & Roper, P.A. to defend the City. An answer and affirmative defenses were filed on behalf of the City. On October 27, 2022 Plaintiff filed a reply to the City's affirmative defenses. A Civil Case Management Order Requiring Disclosures was entered by Judge Takac. The Order requires a non-jury trial to occur no later than 18 months from filing the original Complaint, if not sooner resolved. The trial must be held by March 2, 2024. On February 2, 2023 the City served Interrogatories and a Request to Produce on Plaintiffs. Plaintiffs filed responses March 6, 2023. On July 28, 2023, the Plaintiff served the City with a Request for Production of documents as well as Interrogatories. The City is in the process of responding. The City is scheduled to take the videotaped depositions of Plaintiffs on November 15, 2023. No further record activity has occurred.

Code of Ordinances Codification: City comments to the draft Table of Contents were provided on September 24th and 25th. CivicPlus is working on preparing the draft code proofs for the City's final review.

LDR Codification: CivicPlus was provided the adopted LDRs on September 22, 2022. On April 7, 2023 CivicPlus posted Ordinance 2022-001 which amended and restated the City's LDRs online under Code of Ordinances, "Adopted Ordinances Not Yet Codified."

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION:

ACTION: None

CITY OF FRUITLAND PARK
AGENDA ITEM SUMMARY SHEET
Item Number: 8

ITEM TITLE: Public Comments

MEETING DATE: Thursday, October 12, 2023

DATE SUBMITTED: Tuesday, October 3, 2023

SUBMITTED BY: City Clerk

BRIEF NARRATIVE: **Item Description:** This section is reserved for members of the public to bring up matters of concern or opportunities for praise. Action may not be taken by the city commission at this meeting; however, questions may be answered by staff or issues may be referred for appropriate staff action.

Note: Pursuant to F.S. 286.0114 and the City of Fruitland Park's Public Participation Policy adopted by Resolution 2013-023, members of the public shall be given a reasonable opportunity to be heard on propositions before the city commission. Accordingly, comments, questions, and concerns regarding items listed on this agenda shall be received at the time the City Commission addresses such items during this meeting. Pursuant to Resolution 2013-023, public comments are limited to three minutes.

FUNDS BUDGETED: None

ATTACHMENTS:

RECOMMENDATION: None

ACTION: None