



Town of Loxahatchee Groves
Water Control District/Town Council Meeting
Tuesday, January 15, 2019 - 5:00 p.m.
Town Hall, 155 F Road
Loxahatchee Groves, Florida 33470

Mayor David Browning (Seat 4)

Vice Mayor Todd McLendon (Seat 2)

Council Member Dave DeMarois (Seat 5)

Council Member Phillis Maniglia (Seat 1)

Council Member Anita Kane (Seat 3)

Town Manager William F. Underwood, II

Town Attorney Michael D. Cirullo, Jr.

Asst. Town Manager Francine Ramaglia

PUBLIC NOTICE/AGENDA

1. OPENING

- a. Call to Order & Roll Call
- b. Pledge of Allegiance & Invocation – Mayor Browning

2. ORDER OF BUSINESS

- a. Additions, Deletions or Modification, and Approval of Agenda

MOTION	SECOND	VOTE
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3. PUBLIC COMMENTS

4. PRESENTATIONS

- a. Monthly Status Report – Municipal Technologies LLC – Steven Murray
- b. Monthly Status Report – Geoffrey B. Sluggett & Associates – Geoffrey Sluggett

5. WATER CONTROL DISTRICT BUSINESS

FOR THIS PORTION OF THE AGENDA THE TOWN COUNCIL WILL SERVE AS THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT BOARD OF SUPERVISORS, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES.

a. **CONSENT AGENDA**

- 1. Resolution No. 2019-DD01 Authorizing Purchase of a John Deere Tractor

RESOLUTION NO. 2019-DD01

A RESOLUTION OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF A JOHN DEERE TRACTOR FROM EVERGLADES FARM EQUIPMENT (EFE, INC.). THROUGH THE FLORIDA SHERIFFS ASSOCIATION 2018-2019 CONTRACT FSA18-VEH16.0 FOR VEHICLES AND EQUIPMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTATION FOR THE PURCHASE OF THE TRACTOR; PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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2. Resolution No. 2019-DD02 Amending the Schedule for Regular Board of Supervisors Meetings for FY 2019

RESOLUTION NO. 2019-DD02

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, FLORIDA, AMENDING A SCHEDULE FOR THE REGULAR BOARD OF SUPERVISORS MEETING DATES FOR FISCAL YEAR 2018—2019; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

3. Resolution No. 2019-DD03 Authorizing Purchase of Equipment and Licensing from Greyson Technologies to implement a multi-tiered security approach for protection of desktops, infrastructure and web activity

RESOLUTION NO. 2019-DD03

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF EQUIPMENT AND LICENSING FROM GREYSON TECHNOLOGIES TO IMPLEMENT A MULTI-TIERED SECURITY APPROACH FOR PROTECTION OF DESKTOPS, INFRASTRUCTURE AND WEB ACTIVITY; AUTHORIZING THE EXECUTION OF ALL DOCUMENTATION FOR THE PURCHASE OF THE EQUIPMENT AND LICENSING; PROVIDING FOR AN EFFECTIVE DATE

End of Water Control District Business.....

TOWN COUNCIL AGENDA ITEMS

6. **COMMITTEE REPORTS** – FAAC Report – Ken Johnson, Vice Chair

7. **CONSENT AGENDA**

(Public Comment will be permitted on consent agenda items prior to Council vote)

- a. Minutes: December 4, 2018 Town Council Workshop Meeting

- b. Minutes: December 4, 2018 Town Council Regular Meeting
- c. GOREN, CHEROF, DOODY & EZROL, P.A. Invoices December 2018
- d. Resolution No. 2019-01 Adopting a Budget Amendment for Fiscal Year 2019

RESOLUTION NO. 2019-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

- e. Resolution No. 2019-02 Amending Town Council Meeting Dates

RESOLUTION NO. 2019-02

RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE FOR THE REGULAR TOWN COUNCIL MEETING DATES FOR FISCAL YEAR 2018—2019; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

- f. Resolution No. 2019-03 Supporting Palm Beach State College Legislative Request

RESOLUTION NO. 2019-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUPPORTING THE REQUEST BY PALM BEACH STATE COLLEGE TO THE FLORIDA LEGISLATURE FOR \$16.7 MILLION IN FUNDING FOR ITS PROPOSED DENTAL AND MEDICAL SERVICES TECHNOLOGY BUILDING AT ITS LOXAHATCHEE GROVES CAMPUS; URGING THE FLORIDA LEGISLATURE AND GOVERNOR TO APPROVE THIS REQUEST; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

- g. Resolution No. 2019-04 Celebrating 50 Years of Home Rule in Florida

RESOLUTION NO. 2019-04

RESOLUTION OF TOWN OF LOXAHATCHEE GROVES, FLORIDA, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT.

- h. Resolution No. 2019-05 Approving Work Authorization with Land Research Management – RETGAC

RESOLUTION NO. 2019-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AND APPROVING THE TOWN PLANNER’S WORK SCOPE IN RELATION TO THE TOWN’S RETGAC COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

- i. Resolution No. 2019-06 Approving Proposal to provide accounting review related to LGWCD OGEM Loan Disbursements and other Necessary Accounting Procedures for FY2018

RESOLUTION NO. 2019-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PROPOSAL FROM RICHARD E. HARTLEY, CPA, TO PROVIDE AN ACCOUNTING REVIEW RELATED TO THE DISTRICT OGEM LOAN DISBURSEMENTS AND OTHER NECESSARY ACCOUNTING PROCEDURES FOR THE FISCAL YEAR 2018; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND RICHARD HARTLEY, CPA; AND PROVIDING FOR AN EFFECTIVE DATE

- j. Approval Confirming Authority for Town Attorney to permit dismissal of Harris lawsuit with each party bearing their own attorney’s fees and costs.

- k. Resolution No. 2019-07 Implementing 125 Plan for Employee Health Insurance

RESOLUTION NO. 2019-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, IMPLEMENTING A SECTION 125 PLAN FOR HEALTH AND MEDICAL INSURANCE PREMIUMS, FLEXIBLE SPENDING ACCOUNTS (FSA), HEALTH REIMBURSEMENT ACCOUNTS (HRA), RETIREMENT HEALTH SAVINGS (RHS), AND SUPPLEMENTAL INSURANCES FOR TOWN EMPLOYEES; APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND JAG ENTERPRISES, LLC, D/B/A BENEFITS WORKSHOP, FOR BENEFITS ADMINISTRATIVE SERVICES, AND AUTHORIZING THE EXECUTION THEREOF; CONFIRMING RELATED EMPLOYEE BENEFIT OPTIONS AND RATIFYING INSURANCE RENEWALS; PROVIDING FOR AN EFFECTIVE DATE

End of Consent Agenda.....

8. PUBLIC HEARINGS – quasi judicial

- a. Request for Appeal of Administrative Ruling – Re: Residential Enterprise ULDC Section 08-020(G) – Dustin Ertle, 13313 and 13387 Bryan Road
(CONTINUED FROM DECEMBER 4, 2018)

MOTION	SECOND	VOTE
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9. PUBLIC HEARINGS

- a. First Reading of Ordinance No. 2019-01 Codifying the Loxahatchee Groves Water Control District Special Acts as Ordinances of the Town.

ORDINANCE 2019-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CODIFYING THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT SPECIAL ACTS AS ORDINANCES OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO CHAPTER 2018-245, LAWS OF FLORIDA; AMENDING THE LANGUAGE FROM THE SPECIAL ACTS TO CONFORM TO THE PROVISIONS OF CHAPTER 2018-245 AND TO THE DISTRICT NOW BEING A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, AS REFLECTED ON EXHIBIT “A” HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

MOTION	SECOND	VOTE
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10. NEW BUSINESS

- a. Review of Responses to Letter of Interest for Recruitment Advisor, and Consultant Services for Town Manager position

(Respondent Summary Included as Addendum as Letters of Interest Opening, Thursday, January 10, 2019 at 2:00PM)

MOTION	SECOND	VOTE
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- b. Discussion and Direction Relative to Updating Personnel Manual

MOTION	SECOND	VOTE
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11. MANAGER’S REPORT –

- a. Receive and File PBC Sheriff’s Office Monthly Report

MOTION	SECOND	VOTE
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- b. Receive and File PBC Fire Rescue Monthly Report

MOTION	SECOND	VOTE
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- c. File and Receive Solid Waste Report Relative to Purchase of additional 96 gallon standardized solid waste containers for inventory, and method of charging for new and/or replacement containers not initially on assessment rolls.

MOTION	SECOND	VOTE
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12. COUNCIL REPORTS

- a. Vice Mayor McLendon
 - 1. Update on opening trails
 - 2. Update on law enforcement
 - 3. Discussion and direction on amending policy to establish cut-off date for adding items to regular council meeting agendas

- b. Council Member Maniglia
 - 1. BTR’s- procedure of charging residents and landowners
 - 2. How does Underwood Mgmt’s Code Enforcement Officer keep track of daily activities, photos, and correspondence, etc? What is the process that initiates contact from Underwood Mgmt’s CEO
 - 3. Waste Pro – Questions regarding honoring previous dumpster contracts dated prior to the franchise with landowners and residents. How many cans did we get large & small, how many were damaged, what was the total cost of delivery cleaning and dispersing them to the public? Invoices please. How many damaged and not damage do we have in the LGWCD yard. Why is the CEO the one to check if there is more than one resident on the property if Larry is the one delivering cans.

 - 4. Update from T Mgr regarding direction from council to speak to MJC regarding removing the roller and water truck charges from the agreement, if they are not providing the services.

 - 5. Update on Grader, water truck & roller info for LGWCD

 - 6. Barbwire installed along community trail system

 - 7. Town Hall closed on Monday instead of Fridays

- c. Council Member DeMarois
 - 1. Discussion and Direction Relative to Resolution No. 2018-21 RV Pilot Program
 - 2. Discussion and Direction Relative to FAR

- d. Council Member Kane
 - 1. Discussion and Direction Relative to Fireworks Policy
 - 2. Discussion Relative to Vegetation Debris removal inconsistencies
(*Waste Pro Representative invited*)
 - 3. Discussion and Direction potential separation of Town Management Contract and direct hire of a new Town Manager

13. CLOSING COMMENTS

- a. Public
- b. Town Attorney
- c. Town Council Members

14. ADJOURNMENT

The next regular Town Council Meeting is tentatively scheduled for February 19, 2019

Comment Cards: Anyone from the public wishing to address the Town Council, it is requested that you complete a Comment Card before speaking. Please fill out completely with your full name and address so that your comments can be entered correctly in the minutes, and give to the Town Clerk. During the agenda item portion of the meeting, you may only address the item on the agenda being discussed at the time of your comment. During public comments, you may address any item you desire. Please remember that there is a three (3) minute time limit on all public comment. Any person who decides to appeal any decision of the Council with respect to any matter considered at this meeting will need a record of the proceedings and for such purpose, may need to ensure that a verbatim record of the proceedings is made which included testimony and evidence upon which the appeal is to be based. Persons with disabilities requiring accommodations in order to participate should contact the Town Clerk's Office (561-793-2418), at least 48 hours in advance to request such accommodation.

Technology Monthly Status Report January 2018

Steven Murray, Municipal Technologies LLC

Below is a monthly status update on several of our major projects. This update is not an exhaustive review but instead an overview of status and major milestones.

Current Notable Major Projects

CyberSecurity/Network Infrastructure

Currently waiting on Council Approval.

We received competitive quotes from Cisco authorized partner for two network switches, two firewalls, two wireless access points, advanced malware protection and internet browsing protection. One of each piece of hardware will be installed at the Public Works and the Town Hall facilities. Greyson Technologies is the lowest bid for this project and if the item is approved by Council and an order is placed, it will take approximately 1 weeks for delivery and another week for installation.

Computer Inventory

We will be requesting quotes from Lenovo, Dell and HP for upgraded desktops and laptops and replacing computers as budget allows.

We are currently reviewing the existing inventory of computer equipment for the town. Currently there are seven desktops and four laptops in town hall. Operating systems are mixed between Windows 7 and Windows 8. Both operating systems are in their "extended phase" of support from Microsoft and will hit their end of life in 2019 and 2022 respectively. As most of these computers are retail version and not business class, I am recommending we look at implementing a replacement program to upgrade the reliability of the computers onsite. This can be done as a singular project or in annual phases depending on available budget. Current FY2019 Budget has allocated \$10,000 for computer upgrades.

Office 365 Migration

We completed the Office 365 Migration on December 15th.

The town has purchased two types of Office 365 licenses. An email only for elected officials and a full Office Suite license for onsite staff. We will be scheduling a maintenance window to migrate existing mailboxes from the Exchange Online service to the Office 365 Governmental service. This process will take approximately 2 days to migrate. During migration any new emails received will be queued and delivered to the new mailbox. Currently, I would like this to be scheduled on weekend of December 8th 2018.

Blackbaud Optimization

A Purchase order has been issued with Blackbaud for Professional Services to assist with reclassifying correcting entries and training for staff on the software. We are waiting on a date from Blackbaud.

We have had a couple of conference calls with Blackbaud concerning the issues with their software. Currently Blackbaud is reviewing the corrections that were processed last year to determine why those corrections were not correctly applied within their system. We are also working with them to make available web based training opportunities for staff to make sure these issues are not recurring. This is an ongoing issue and we will be updating Council as we develop a permanent resolution.

GIS Implementation

The GIS environment is setup and we are currently building maps for Recreation Trails. Unfortunately other projects have taken priority and we have not completed this yet.

The GIS project is progressing and we will soon be publishing the Town's first online mapping application. Currently we are importing data from Palm Beach County for parcel data, tax roll, roads and water bodies. We are also looking to index and leverage existing data that has been collected by the Town's engineering firm. Our first interactive application will be targeting the recreational trails and pathways in the Town. Future plans also include interfaces for Code Enforcement, Work Orders, and Capital Project Planning concerning culverts and roadways.

Website Analysis and Recommendation

We are speaking with Municode and Civic Plus in determining the best option of the Town. I have quotes from CivicPlus but am waiting on Municode to do a cost analysis.

I am also combining last month's projects of ADA Compliance, Agenda Business Process and Website hosting into one project as they are tightly integrated services.

With the merger with the Water District, the town now has two websites. One provided by MuniCode and another provided by CivicPlus. Both of these sites are using older technology which gives them an outdated feel and integrating with external applications and business process can be difficult. I have met with CivicPlus and am in the process of getting a proposal to merge the two sites together and upgrade the capabilities into a single interface that the residents can easily access the information that they are looking for. Also included are citizen reporting, transparency, video streaming with closed captioning, and ADA compliance.

As part of the website project, I am recommending integrating an Agenda Automation process for the Clerks office. This should be integrated with the website and allow seamless tracking of an item from agenda request to final agenda creation. Aside from the benefits of better control and organization of the agenda process, you will also leverage integrated ADA compliance scanning to make sure the agenda's packets and notices meet the compliance needs of the Town.

Proposed Outside Appropriations & Legislative Requests
(2018-2019) – Draft #3
Town of Loxahatchee Groves – 1/15/19

Recommendation: Request Council to approve moving forward to seek Outside Appropriations & Legislative Requests as best suited for the Town, and to identify and approve potential Matching Funds for each project as indicated.

Summary: The Town Council provided information to the list of proposed Appropriations and Legislative Requests that was presented at the Special Town Council Meeting on 12/18/18. The attached Summary of Roads & Drainage, Equestrian/Multi-Use Trails and Pilot Project for Water Resiliency Planning has been modified per Council input, and has additional information as provided by the Town's Engineers Keshavarz & Associates, Simmons & White, Inc., the Town's Planning Consultant, Jim Fleishman, and the Town's Government Affairs Consultant, Geoffrey B. Sluggett & Associates. Potential Matching Fund sources will always assist in effectuating the success of each project and should be indentified and approved as available.

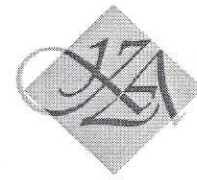
Proposed Outside Appropriations & Legislative Requests (2018-2019) – Draft #3, Town of Loxahatchee Groves – 1/15/19

1) Roads and Drainage

Summary: Council requested costs for D Road in phases with the first phase to include Southern Boulevard North to Collecting Canal intersection to include paving and water lines, but because there is sufficient right of way area, the Town Engineer recommends providing guardrails on this section and two (2) 96” culverts must be replaced at this intersection. Additional requests were costs for D Road from Collecting Canal North to Okeechobee Boulevard (Paving and Water), and costs for conceptual designs and costs for Collecting Canal Road and North B Road. In order to provide Collecting Canal Road conceptual designs and costs, Council would need to authorize an estimated \$8,000 for the engineers to provide; while North B Road’s conceptual designs and costs were previously completed. Identified Matching Funds will be key to the success of each of these projects; it is recommended that Council identify and approve the same.

- D Road – Southern Blvd. North to Collecting Canal Road intersection, Conceptual Plans/Costs for Paving, Water, Curbing & Guardrails (attached)
- D Road – Collecting Canal Road intersection North to Okeechobee Road, Conceptual Plans/Costs for Paving & Water (attached)
- North B Road – B Road North of Okeechobee to North Road, Conceptual Plans/Costs (attached)
- Collecting Canal Road – An estimated \$8K Costs for Conceptual Design & Costs

Project No.: 17-1198
Project Name: D Road Improvements (Conceptual)
Southern Boulevard to Collecting Canal Road
Engineers' Estimate of Probable Construction Costs



KESHAVARZ & ASSOCIATES

1/7/2019

NO.	BASE BID	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Bonds & Insurances (2% max)	LS	1	\$19,000.00	\$19,000.00
2	Mobilization (3.5% max)	LS	1	\$34,000.00	\$34,000.00
3	Clearing & Grubbing	LS	1	\$7,500.00	\$7,500.00
4	Miscellaneous Site Demolition (Pipes, Guardrail, Fence etc.)	LS	1	\$10,000.00	\$10,000.00
5	Maintenance of Traffic	LS	1	\$18,000.00	\$18,000.00
6	Grading	LS	1	\$15,000.00	\$15,000.00
7	Swale Grading	LS	1	\$11,000.00	\$11,000.00
8	Earthwork	LS	1	\$35,000.00	\$35,000.00
9	12" Compacted Subgrade	SY	9,200	\$2.00	\$18,400.00
10	2-1/2" Type S-III Asphalt Pavement (2 Lifts)	SY	6,300	\$17.00	\$107,100.00
11	8" Limerock Base for Roadway	SY	6,500	\$12.00	\$78,000.00
12	6" Stabilized Shoulder	SY	2,900	\$6.00	\$17,400.00
13	Traffic Speed Table (Type S-III Asphalt)	EA	2	\$3,500.00	\$7,000.00
14	Guardrail	LF	2,310	\$25.00	\$57,750.00
15	Guardrail End Anchorage (FDOT Type II)	EA	8	\$1,200.00	\$9,600.00
16	Type "F" Curb	LF	300	\$40.00	\$12,000.00
17	Type 'C' Ditch Bottom Inlet	EA	5	\$2,200.00	\$11,000.00
18	18" CAP	LF	260	\$50.00	\$13,000.00
19	96" CAP	LF	240	\$400.00	\$96,000.00
20	Sand Cement Endwall or Wingwall for 96" CAP	LF	400	\$200.00	\$80,000.00
21	Revetment Rubble Rip Rap (Including Filter Fabric)	SY	1,500	\$35.00	\$52,500.00
22	Pipe Outfall Rubble Rip Rap (Including Filter Fabric)	EA	5	\$400.00	\$2,000.00
23	10" C-900 PVC Water Main (With Appurtenances and Connections)	LF	2,200	\$60.00	\$132,000.00
24	Fire Hydrant Assembly	EA	7	\$5,000.00	\$35,000.00
25	Water Service Connection w/ 8" Gate Valve	EA	6	\$2,200.00	\$13,200.00
26	Sod	SY	6,200	\$5.00	\$31,000.00
27	Erosion Control Plan (Silt Fence, Turbidity Barrier, Dust Control, NPDES Permit Transfer, Monitoring, Reporting)	LS	1	\$7,500.00	\$7,500.00
28	Survey Layout	LS	1	\$40,000.00	\$40,000.00
29	Record Drawings	LS	1	\$20,000.00	\$20,000.00
30	Geotechnical Testing	LS	1	\$15,000.00	\$15,000.00
31	Signing and Pavement Markings	LS	1	\$20,000.00	\$20,000.00
Construction Cost					\$1,024,950.00
Contingency (20%)					\$204,990.00
Soft Costs, Survey, Design, Permitting, CPS, etc. (25%)					\$256,237.50
TOTAL WITH CONTIGENCY					\$1,486,177.50

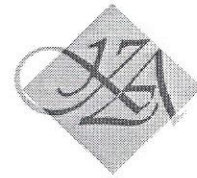
Project No.: 17-1198

Project Name: D Road Improvements (Conceptual)

Collecting Canal Road to Okeechobee Boulevard

Engineers' Estimate of Probable Construction Costs

1/7/2019



KESHAVARZ & ASSOCIATES

NO.	BASE BID	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Bonds & Insurances (2% max)	LS	1	\$28,000.00	\$28,000.00
2	Mobilization (3.5% max)	LS	1	\$49,000.00	\$49,000.00
3	Clearing & Grubbing & Vegetation Removal	LS	1	\$18,000.00	\$18,000.00
4	Miscellaneous Site Demolition (Pipes, Guardrail, Fence etc.)	LS	1	\$5,000.00	\$5,000.00
5	Maintenance of Traffic	LS	1	\$12,000.00	\$12,000.00
6	Grading	LS	1	\$22,000.00	\$22,000.00
7	Swale Grading	LS	1	\$32,500.00	\$32,500.00
8	12" Compacted Subgrade	SY	21,800	\$2.00	\$43,600.00
9	2-1/2" Type S-III Asphalt Pavement (2 Lifts)	SY	14,500	\$17.00	\$246,500.00
10	8" Limerock Base for Roadway	SY	15,300	\$12.00	\$183,600.00
11	6" Stabilized Shoulder	SY	7,300	\$6.00	\$43,800.00
12	Type F Curb	LF	7,000	\$25.00	\$175,000.00
13	Traffic Speed Table (Type S-III Asphalt)	EA	12	\$3,500.00	\$42,000.00
14	Type 'C' Ditch Bottom Inlet	EA	10	\$2,200.00	\$22,000.00
15	18" CAP	LF	500	\$50.00	\$25,000.00
16	Pipe Outfall Rubble Rip Rap (Including Filter Fabric)	EA	10	\$400.00	\$4,000.00
17	10" C-900 PVC Water Main (With Appurtenances and Connections)	LF	5,400	\$60.00	\$324,000.00
18	Fire Hydrant Assembly	EA	10	\$5,000.00	\$50,000.00
19	Water Service Connection w/ 8" Gate Valve	EA	6	\$2,200.00	\$13,200.00
20	Sod	SY	8,800	\$5.00	\$44,000.00
21	Erosion Control Plan (Silt Fence, Turbidity Barrier, Dust Control, NPDES Permit Transfer, Monitoring, Reporting)	LS	1	\$7,500.00	\$7,500.00
22	Survey Layout	LS	1	\$40,000.00	\$40,000.00
23	Record Drawings	LS	1	\$20,000.00	\$20,000.00
24	Geotechnical Testing	LS	1	\$15,000.00	\$15,000.00
25	Signing and Pavement Markings	LS	1	\$15,000.00	\$15,000.00
Construction Cost					\$1,480,700.00
Contingency (20%)					\$296,140.00
Soft Costs, Survey, Design, Permitting, CPS, etc. (25%)					\$370,175.00
TOTAL WITH CONTIGENCY					\$2,147,015.00

Project No.: 18-1233

Project Name: B Road Improvements (Conceptual)

Engineers' Estimate of Probable Construction Costs

1/7/2019



KESHAVARZ & ASSOCIATES

NO.	BASE BID	UNIT	QUANTITY	UNIT PRICE	TOTAL PRICE
1	Bonds & Insurances (2% max)	LS	1	\$46,000.00	\$46,000.00
2	Mobilization (3.5% max)	LS	1	\$80,000.00	\$80,000.00
3	Clearing & Grubbing / Vegetation Removal	LS	1	\$40,000.00	\$40,000.00
4	Miscellaneous Site Demolition (Pipes, Guardrail, Fence etc.)	LS	1	\$10,000.00	\$10,000.00
5	Maintenance of Traffic	LS	1	\$20,000.00	\$20,000.00
6	Grading	LS	1	\$20,000.00	\$20,000.00
7	Swale Grading	LS	1	\$52,500.00	\$52,500.00
8	12" Compacted Subgrade	SY	28,100	\$2.00	\$56,200.00
9	2-1/2" Type S-III Asphalt Pavement (2 Lifts)	SY	25,100	\$17.00	\$426,700.00
10	8" Limerock Base for Roadway	SY	26,200	\$12.00	\$314,400.00
11	6" Stabilized Shoulder	SY	5,900	\$6.00	\$35,400.00
12	Type F Curb	LF	11,000	\$25.00	\$275,000.00
13	Traffic Speed Table (Type S-III Asphalt)	EA	20	\$3,500.00	\$70,000.00
14	Type 'C' Ditch Bottom Inlet	EA	18	\$2,200.00	\$39,600.00
15	18" CAP	LF	720	\$50.00	\$36,000.00
16	15" CAP	LF	80	\$50.00	\$4,000.00
17	Pipe Outfall Rubble Rip Rap (Including Filter Fabric)	EA	29	\$1,500.00	\$43,500.00
18	10" C-900 PVC Water Main (With Appurtenances and Connections)	LF	10,500	\$55.00	\$577,500.00
19	Fire Hydrant Assembly	EA	21	\$5,000.00	\$105,000.00
20	Water Service Connection w/ 8" Gate Valve	EA	4	\$1,850.00	\$7,400.00
21	Sod	SY	12,000	\$5.00	\$60,000.00
22	Erosion Control Plan (Silt Fence, Turbidity Barrier, Dust Control, NPDES Permit Transfer, Monitoring, Reporting)	LS	1	\$10,000.00	\$10,000.00
23	Survey Layout	LS	1	\$30,000.00	\$30,000.00
24	Record Drawings	LS	1	\$15,000.00	\$15,000.00
25	Geotechnical Testing	LS	1	\$15,000.00	\$15,000.00
26	Signing and Pavement Markings	LS	1	\$20,000.00	\$20,000.00
Construction Cost					\$2,409,200.00
Contingency (20%)					\$481,840.00
Soft Costs, Survey, Design, Permitting, CPS, etc. (25%)					\$602,300.00
TOTAL WITH CONTIGENCY					\$3,493,340.00

2) Equestrian/Multi-Use Trails

Summary: Council approved the proposed methodology of utilizing a cooperative effort with Jim Fleishman and the previous Trails Grant that was submitted by the Town to the State in previous years to apply for any new appropriations and/or grants as applicable to provide for the establishment and general connectivity of these proposed or existing multi-use Town trails. We have identified numerous grants for the same and are attempting to obtain the information from the previous Trails grant in order to apply for some of these grants with end of January and early February (2019) application dates. Council's direction also included adding the previously designed Signalization of two (2) Horse Crossings at Okeechobee and B and F Roads with costs that are attached, utilizing the same cooperative effort. Recommend Council identify and approve any Matching Funds that are available for Horse Crossings in order to maximize requests*.

- Previous submitted Trails Grant – presently attempting to obtain this information
- (2) Signalization of Horse Crossings at Okeechobee Boulevard at B and F Roads (Cost estimates attached*)

3) Pilot Project for Water Resiliency Planning

Summary: Council approved the concept of adding a water project for proposed appropriations requests and while it was defined as 'Aquifer Recharge Ideas' at the last meeting, the Water Control District Manager, Town Manager, Town Engineer Keshavarz, Town Resident and Consultant met to better determine water quality needs for the Town. It was collectively decided that it would be more appropriate to go forward with a 'Pilot Project for Water Resiliency Planning' that could be a proof of concept prototype in both water quality and quantity that could be scaled up once the process is firmly identified. Matching Funds should be identified if possible.

Proposed Project:

The Town has limited land available for water resources/management opportunities. With the cost of land rising further limiting these opportunities, we would like to consider a multi-use approach for lands adjacent to the existing canal system, more specifically, within proposed commercial development(s) adjacent to the Collecting Canal. We believe setting up a program that proposes incorporating landscape buffers and equestrian trails with water management activities is an efficient way to meet the objective. The goal of the program would be to create vegetative wetlands with native trees, grasses and plants adjacent to and hydraulically connected to Collecting Canal which will ultimately provide much needed water quality treatment, create additional surface water capacity within the canal system and improve ground water recharge. An equestrian trail would also be constructed to meander around/through the vegetative wetlands.

We would like to propose constructing a pilot project to initiate this program. The Groves Town Center has approximately 1,650 linear feet of property adjacent to Collecting Canal just west of C Road and has committed to provide a 300' landscape buffer / equestrian trail along their north and east borders of their site. We would like to consider constructing the pilot project within the landscape buffer / equestrian trail adjacent to Collecting Canal. The eastern portion is heavily vegetated with native pines, while the western portion has minimal vegetation and as such we are considering using the western 800' of property for this project comprising approximately 5.5 acres of land.

Costs: The recommended budget for the project is \$500,000. Some Matching Funds should be identified if possible.

RESOLUTION NO. 2019-DD01

A RESOLUTION OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE PURCHASE OF A JOHN DEERE TRACTOR FROM EVERGLADES FARM EQUIPMENT (EFE, INC.). THROUGH THE FLORIDA SHERIFFS ASSOCIATION 2018-2019 CONTRACT FSA18-VEH16.0 FOR VEHICLES AND EQUIPMENT; AUTHORIZING THE EXECUTION OF ALL DOCUMENTATION FOR THE PURCHASE OF THE TRACTOR; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the District, as a dependent District of the Town of Loxahatchee Groves, is in need of a grader for road maintenance work on roadways associated with District Services; and,

WHEREAS, the District has the ability to utilize the Florida Sheriffs Association 2018-2019 Contract FSA18-VEH16.0 for Vehicles and Equipment with Everglades Farm Equipment (EFE, Inc.), in order to obtain a John Deere JD5100M Tractor pursuant to the Contract Quote attached hereto as Exhibit "A"; and,

WHEREAS, the vendor, EFE, Inc., will permit the District to purchase the Tractor from the Florida Sheriffs Association 2018-2019 Contract FSA18-VEH16.0 for Vehicles and Equipment at prices that equal those within the Contract; and,

WHEREAS, given the purchasing power of the Florida Sheriffs Association, many local governments utilize their purchasing contracts to obtain vehicles and equipment, and it is unlikely that the District would get better prices and rates for the tractor through its own competitive bidding or proposals process; and,

WHEREAS, the District Board of Supervisors finds it in the best interest of the District to authorize the District Administrator to purchase the new John Deere JD5100N Tractor from EFE, Inc.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution.

Section 2. The District Board of Supervisors authorizes the District Administrator to purchase a John Deere JD5100M Tractor from EFE, Inc. through the Florida Sheriffs Association 2018-2019 Contract FSA18-VEH16.0, pursuant to the Florida Sheriff’s Contract Quote attached hereto as **Exhibit “A”**, and authorizes the appropriate District Officials to execute same and expend the fund necessary for the purchase.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Supervisor _____ offered the foregoing Resolution.
Supervisor _____ seconded the Motion; and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, CHAIRPERSON/PRESIDENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A
DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS
__ DAY OF _____, 2019.**

LOXAHATCHEE GROVES WATER
CONTROL DISTRICT

ATTEST:

Chairperson/President

Clerk for the Loxahatchee Groves
Water Control District

Supervisor

Supervisor

APPROVED AS TO LEGAL FORM:

Supervisor

Attorney for the Loxahatchee Groves
Water Control District

Supervisor

FLORIDA SHERIFFS CONTRACT QUOTE



Bill to: Address: Loxahatchee Groves Water Control District City, State, Zip: Contact Name: Larry Peters Phone: 561-277-2151	Ship to: Address: City, State, Zip: Contact Name: Phone:
---	---

VENDOR EFE INC. 13295 SOUTHERN BLVD. LOXAHATCHEE, FL. 33470	DELIVERING DEALER EFE INC. 13295 SOUTHERN BLVD. LOXAHATCHEE, FL. 33470
Contact: De-Andres Jackson Phone: 561-214-3781	

Florida Sheriffs Contract
 FSA18-VEH16.0
 Effective Date: October 1, 2018- September 30, 2019

Date - 11-30-2018

**Discounts off MSR prices on non-spec options per contract

Order Codes	Description	Up-Downgrade/Option	Qty	Price per Unit	Total Contract Price
Spec#26	JD 5100M	Base	1	\$ 42,500.00	\$ 42,500.00
5075E	STD 75HP OPEN STATION, 2WD, 9/3 TRANS, R1 TIRES, 2 REAR SCV'S	Delete Option	1	\$ (16,700.00)	\$ (16,700.00)
12X12 REV	12X12 HYD REVERSE TRANS FOR 5000E SERIES	Add Option	1	\$ 1,400.00	\$ 1,400.00
JOYSTICK	HYDRAULIC JOYSTICK	Add Option	1	\$ 950.00	\$ 950.00
CAB	CAB AIR-CONDITION	Add Option	1	\$ 7,500.00	\$ 7,500.00
4WD-E	4WD FOR 5000E SERIES TRACTORS	Add Option	1	\$ 5,200.00	\$ 5,200.00
520M	LOADER FOR 5E TRACTORS	Add Option	1	\$ 6,950.00	\$ 6,950.00
A-SLH03/	Top & Tilt Kit	Non-Specified	1	\$ 733.00	\$ 659.70
A-TLH03		10% off MSRP			
LP1196	8' LAND PLANE	Non-Specified	1	\$ 1,808.00	\$ 1,627.20
		10% off MSRP			
Trade-In:					
				\$ -	\$ -
				\$ -	\$ -
				\$ -	\$ -
				Total Price of Equipment	\$ 50,086.90
				Plus Non-John Deere Equipment - Allied (if applicable)	\$ -
				Less Trade-in (if applicable)	\$ -
				Subtotal	\$ 50,086.90
Municipal Lease? Yes ___ No ___ Contract # _____			Plus Tax: ___% (if applicable)		
Retail Note? Yes ___ No ___ Contract # _____			*Miscellaneous Fees, if applicable (JDC)		
Everglades Farm Equipment is an Authorized Delivering Dealer of the Florida Sheriffs Contract #FSA18-VEH 16.0					
If tax exempt please submit tax exemption certificate with purchase order.				Total Contract Price	\$ 50,086.90
Please submit this form along with the purchase order.					

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
RESOLUTION NO. 2019-DD02**

A RESOLUTION OF THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING THE SCHEDULE OF REGULAR MEETINGS OF THE DISTRICT BOARD OF SUPERVISORS FOR THE FISCAL YEAR 2018-19 TO COINCIDE WITH REGULAR MEETINGS OF THE TOWN COUNCIL; PROVIDING FOR NOTICE; PROVIDING FOR CONFLICT, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Loxahatchee Groves Water Control District (“District”) is a Dependent District of the Town of Loxahatchee Groves; and,

WHEREAS, the Board of Supervisors of the District is comprised of the members of the Town Council; and,

WHEREAS, the Board of Supervisors finds it in the best interest of the landowners and the District to schedule meetings of the District Board of Supervisors for the Fiscal Year 2018-19 to coincide with regular meetings of the Town Council, and that such regular meetings of the District Board of Supervisors shall be incorporated into the agendas of the Town Council meetings and conducted at the same date, time and location of regular Town Council meetings.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF SUPERVISORS OF THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, THAT:

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution.

Section 2. The Board of Supervisors for the Loxahatchee Groves Water Control District, a Dependent District of the Town of Loxahatchee Groves, hereby amends it schedules of Regular Meetings in Fiscal Year 2018-19 to coincide with regular meetings of the Town

Council for the Fiscal Year 2018-19. To that end, the regular meetings for the District Board of Supervisors shall be incorporated into the agendas of the regular Town Council meetings.

Section 3. Town Administration, on behalf of the District, shall provide for required notice of the regular meetings of the District to be published and posted as required by law.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or application, it shall not affect the validity of the remaining portions or applications of this Resolution.

[REMAINDER OF PAGE INTENTIONALLY BLANK]

Section 6. This Resolution shall become effective immediately upon its passage and adoption.

Supervisor _____ offered the foregoing resolution. Supervisor _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, CHAIRPERSON/PRESIDENT	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, SUPERVISOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF _____, 2019.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT

ATTEST:

Chairperson/President David Browning

Clerk for the Loxahatchee Groves Water Control District

Supervisor Todd McLendon

Supervisor David DeMarois

APPROVED AS TO LEGAL FORM:

Supervisor Phillis Maniglia

Attorney for the Loxahatchee Groves Water Control District

Supervisor Anita Kane

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 4.a
MEETING DATE: 1/15/2019

PREPARED BY: Steven Murray, Technology Consultant

SUBJECT: Cybersecurity Implementation

1. BACKGROUND/HISTORY

Legislative History: This item was discussed by Council at its November 6, 2019 meeting.

Problem Statement: Both management staff and the Town Council recognize the need for systems security, both for the District transition/merger of governments as well as on an on-going basis.

Problem Solution: Purchase equipment, licensing and support from Greyson Technologies to implement a multi-tiered security approach for protection of desktops, infrastructure and web activity.

Accordingly, management staff obtained information from technology resellers with respect to cybersecurity firewalls, switches and antivirus/malware services to harden internal and external network security.

2. CURRENT ACTIVITY

We requested three quotes from three Authorized Cisco Partners based on specifications to accomplish our security goal. The quotes have been tabulated below and Greyson Technologies is the lowest responsible bidder for this project.

Product	Greyson	R2 Unified	Champion
AMP	\$ 1,965.50	\$ 2,340.00	\$ 2,278.00
Umbrella	\$ 1,612.80	\$ 1,775.55	\$ 1,987.00
Meraki	\$ 13,077.96	\$ 14,319.04	\$ 13,869.78
Total	\$ 16,656.26	\$ 18,434.59	\$ 18,134.78

3. ATTACHMENTS

- Quote from Greyson Technologies
- Quote from R2 Unified Technologies
- Quote from Champion Solutions

4. FINANCIAL IMPACT

There is no current appropriation in the Town Council or the District budget. \$16,656.26 is the purchase price of the hardware, licensing and support. The funding for the purchase has been included

in Budget Amendment 2091-01. Additional funds will need to be budgeted in FY 2021 for annual maintenance and support.

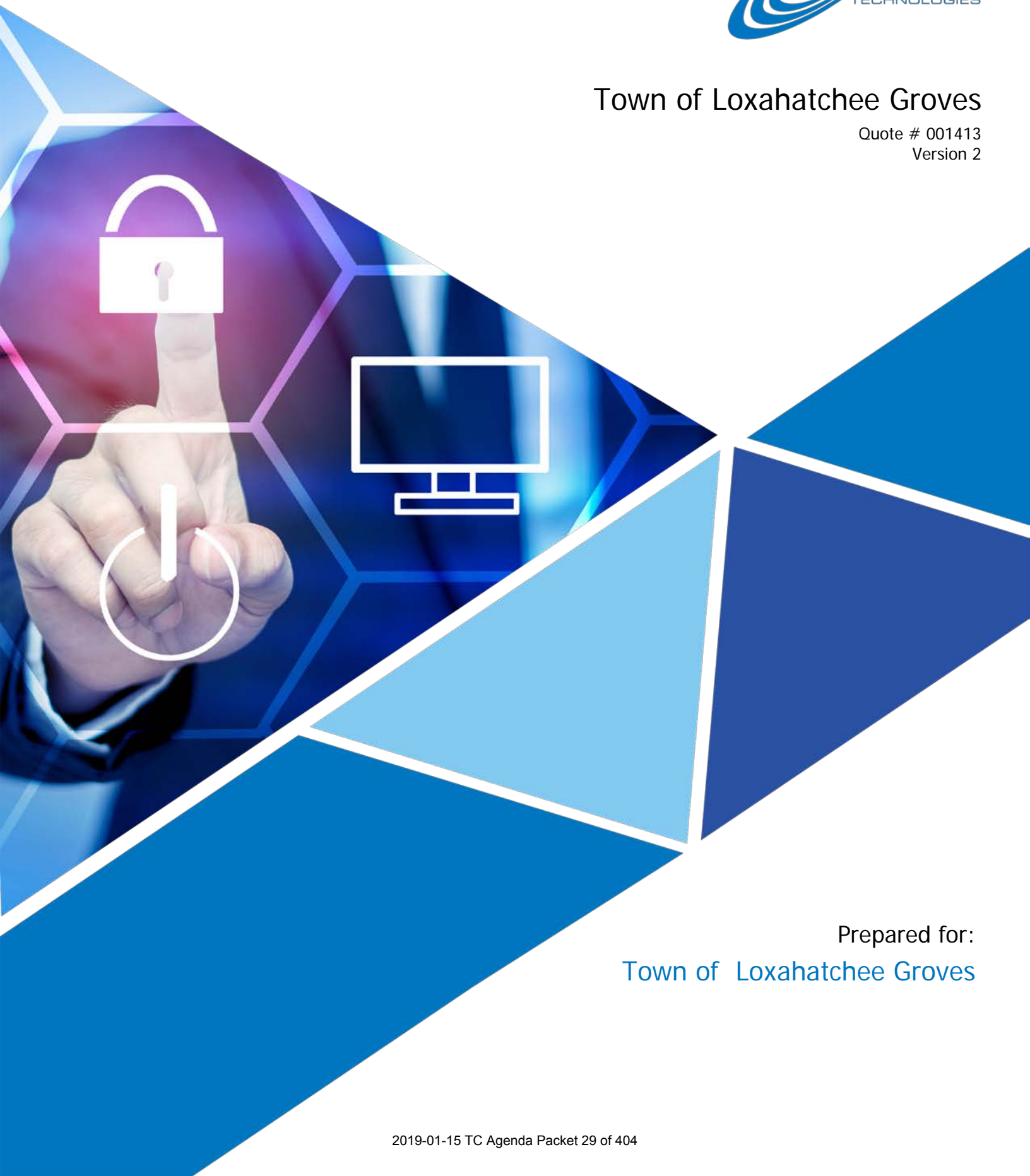
5. RECOMMENDED ACTION

Motion to approve Resolution No. 2019-DD03 Authorizing Purchase of Equipment, Licensing and Support from Greyson Technologies to implement a multi-tiered security approach for protection of desktops, infrastructure and web activity.



Town of Loxahatchee Groves

Quote # 001413
Version 2



Prepared for:
Town of Loxahatchee Groves



Hardware Product

Qty	Part #	Description	Price	Ext. Price
2	MX84-HW	Meraki MX84 Router/Security Appliance	\$837.90	\$1,675.80
2	LIC-MX84-SEC-3YR	Meraki MX84 Advanced Security License and Support, 3YR	\$1,680.00	\$3,360.00
2	MS225-24FP-HW	Meraki MS225-24FP L2 Stck Cld-Mngd 48x GigE 740W PoE Switch	\$3,016.30	\$6,032.60
2	LIC-MS225-24FP-3YR	Meraki MS225-24FP Enterprise License and Support, 3YR	\$331.70	\$663.40
2	MR33-HW	Meraki MR33 Cloud Managed AP	\$272.58	\$545.16
2	LIC-ENT-3YR	Meraki MR Enterprise License, 3YR	\$126.00	\$252.00
25	FP-AMP-LIC=	Cisco Advanced Malware Protection Service License	\$0.00	\$0.00
25	FP-AMP-3Y-S1	Cisco Advanced Malware Protection 3YR, 25-99 Nodes	\$78.62	\$1,965.50
1	NEW		\$0.00	\$0.00

Subtotal: \$14,494.46

Umbrella

Qty	Part #	Description	Price	Ext. Price
1	UMBRELLA-SUB	Umbrella Cloud Security Subscription	\$0.00	\$0.00
15	UMB-INSIGHTS-K9	Umbrella Insights	\$107.52	\$1,612.80
1	CTR-CLOUD-LIC	Cisco Threat Response for bundling with XaaS Offers	\$0.00	\$0.00
1	UMB-SUPT-B	Umbrella Support - Basic	\$0.00	\$0.00

Requested Start Date : 30-Nov-2018| Requested For : 36.00 Months From 30-Nov-2018 to 29-Nov-2021| Automatically Renews

For : 12 Months On 30-Nov-2021| Billing Frequency : Prepaid Term

Subtotal: \$1,612.80



Town of Loxahatchee Groves

Prepared by:

Greyson Technologies, Inc.

Ronnie Collis (954)
861-4290
rcollis@greyson.com

Prepared for:

Town of Loxahatchee Groves

155 F Road
Loxahatchee, FL 33470
Steven Murray (561)
427-9939
smurray@muntech.org

Quote Information:

Quote #: 001413

Version: 2
Delivery Date: 11/29/2018
Expiration Date: 12/28/2018

Quote Summary

Description	Amount
Hardware Product	\$14,494.46
Umbrella	\$1,612.80
Total:	\$16,107.26

Taxes, shipping, handling and other fees may apply. We reserve the right to cancel orders arising from pricing or other errors.

Greyson Technologies, Inc.

Town of Loxahatchee Groves

Signature: _____

Name: Jason Goldberg

Title: CFO

Date: 11/29/2018

Signature: _____

Name: Steven Murray

Date: _____



Sold To

Town of Loxahatchee Groves

Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Phone 561-427-9939

Fax

Here is the quote you requested.

Ship To

Town of Loxahatchee Groves

Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Phone 561-427-9939

Fax

Your Sales Rep

jason.doherty

561-515-6914
jason.doherty@r2ut.com

Terms

Net 20

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1	1	Cisco Umbrella Insights - 3 year Subscription - Prepaid	\$1,775.55	\$1,775.55
2		UMBRELLA-SUB Umbrella Cloud Security Subscription		
3		UMB-INSIGHTS-K9 (15) Umbrella Insights		
4		UMB-SUPT-B Umbrella Support - Basic		

Please contact me if I can be of further assistance.

SubTotal	\$1,775.55
Tax	\$0.00
Est Std Shipping	\$0.00
Total	\$1,775.55

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

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R2 Unified Technologies

980 N. Federal Highway
Suite 410
Boca Raton, FL 33432
O (561) 515-6800

Quote

Number R2UQ7748

Date Oct 9, 2018

Sold To

Town of Loxahatchee Groves
Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Phone 561-427-9939
Fax

Ship To

Town of Loxahatchee Groves
Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Phone 561-427-9939
Fax

Your Sales Rep

jason.doherty
561-515-6914
jason.doherty@r2ut.com

Here is the quote you requested.

Terms	P.O. Number	Ship Via
--------------	--------------------	-----------------

Net 20

Line	Qty	Description	Unit Price	Ext. Price
1	25	Cisco Advanced Malware Protection (AMP) for Endpoints - 3 year Subscription	\$93.60	\$2,340.00
2		FP-AMP-LIC=		
		Cisco Advanced Malware Protection Service License		
3		FP-AMP-3Y-S1		
		Cisco Advanced Malware Protection 3YR, 25-99 Nodes		

Please contact me if I can be of further assistance.

SubTotal	\$2,340.00
Tax	\$0.00
Est Std Shipping	\$0.00
Total	\$2,340.00

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.



R2 Unified Technologies

980 N. Federal Highway
Suite 410

Boca Raton, FL 33432

O (561) 515-6800

Sold To

Town of Loxahatchee Groves
Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Phone 561-427-9939
Fax

Here is the quote you requested.

Ship To

Town of Loxahatchee Groves
Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Phone 561-427-9939
Fax

Your Sales Rep

jason.doherty

561-515-6914
jason.doherty@r2ut.com

Terms	P.O. Number	Ship Via
--------------	--------------------	-----------------

Net 20

Line	Qty	Description	Unit Price	Ext. Price
1	1	Cisco Umbrella Insights - 3 year Subscription - Prepaid	\$1,775.55	\$1,775.55
2		UMBRELLA-SUB Umbrella Cloud Security Subscription		
3		UMB-INSIGHTS-K9 (15) Umbrella Insights		
4		UMB-SUPT-B Umbrella Support - Basic		

Please contact me if I can be of further assistance.

SubTotal	\$1,775.55
Tax	\$0.00
Est Std Shipping	\$0.00
Total	\$1,775.55

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

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R2 Unified Technologies

980 N. Federal Highway

Suite 410
Boca Raton, FL 33432
O (561) 515-6800

Quote

Number R2UQ7747

Date Oct 9, 2018

Sold To

Town of Loxahatchee Groves
Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Ship To

Town of Loxahatchee Groves
Steven Murray
155 F Road
Loxahatchee, FL 33470
United States

Your Sales Rep

jason.doherty

561-515-6914
jason.doherty@r2ut.com

Phone 561-427-9939
Fax

Phone 561-427-9939
Fax

Here is the quote you requested.

Terms

Net 20

P.O. Number

Ship Via

Line	Qty	Description	Unit Price	Ext. Price
1	2	Meraki MX84 Security Appliance w/ 3 year Advanced Security Subscription & Cisco AMP for Networks - SD-WAN Ready	\$3,477.10	\$6,954.20
2		MX84-HW Meraki MX84 Router/Security Appliance		
3		LIC-MX84-SEC-3YR Meraki MX84 Advanced Security License and Support, 3YR		
4	2	Meraki M225 24 Port PoE Switch w/ 3 year Enterprise License Subscription	\$3,132.00	\$6,264.00
5		MS225-24P-HW Meraki MS225-24P L2 Stck Cld-Mngd 24x GigE 370W PoE Switch		
6		LIC-MS225-24P-3YR Meraki MS225-24P Enterprise License and Support, 3YR		
7	2	Meraki MR33 802.11ac Wireless Access Point w/ 3 years Enterprise License Subscription	\$550.42	\$1,100.84
8		MR33-HW Meraki MR33 Cloud Managed AP		
9		LIC-ENT-3YR Meraki MR Enterprise License, 3YR		

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a

Line	Qty	Description	Unit Price	Ext. Price
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monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

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Page 1 of 2

1 of 2

Please contact me if I can be of further assistance.

SubTotal	\$14,319.04
Tax	\$0.00
Est Std Shipping	\$0.00
Total	\$14,319.04

Prices subject to change and are based upon total purchase. All sales are final. If an RMA is granted, a minimum 15% restocking fee will be applied with original packaging. Interest charges on past due accounts and collection costs overdue amounts shall be subject to a monthly finance charge. In addition, customer shall reimburse all costs and expenses for attorney's fees incurred in collecting any amounts past due. Additional training or Professional Services can be provided at our standard rates.

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Page 2 of 2



The Town of Loxahatchee Groves

Quo

Mr. Steven Murray

Today's Date:
Expiration Date:

CSG Account Team	Product Type	Payment Terms
Barry Kresfelder / Steven Murray	Meraki and AMP	30

Quantity	Part #	Description	Unit Cost
25	FP-AMP-3Y-S1	ADV MALWARE PROTECT 3YR 50-99 N	\$91.12
2	MX84-HW	MERAKI MX84 CLOUD MGD SEC APPL	\$946.38
2	LIC-MX84-SEC-3YR	MERAKI MX84 ADV SEC LIC AND SUP 3YR	\$1,898.00
2	MS225-48LP-HW	MERAKI MS225-48LP L2 STOCK CLD MGD 48X	\$3,280.30
2	LIC-MS225-48LP-3YR	MERAKI MS225-48LP ENT LIC AND SUP 3YR	\$360.52
2	MR33-HW	MERAKI MR33 CLD MGD AP	\$307.86
2	LIC-ENT-3YR	MERAKI MR ENT CLOUD CTRL LIC 3YR	\$142.31

This agreement is made by and between Champion Solutions Group (Seller) a Delaware corporation having its principal offices at 791 Park of Commerce Blvd. #200, Boca Raton, FL 33487.

- EQUIPMENT. Seller hereby agrees to sell and purchaser agrees to purchase from seller the above described data processing equipment, services and software.
- TITLE. Title, as between the seller and purchaser, shall remain with seller until the purchaser has paid the purchase price and all other incidental charges to this sale.
- Purchaser shall execute and/or seller may file UCC Financing statements as the seller shall determine are needed to protect interests.

Subtotal
Sales Tax
Shipping/Handling

Grand Total -->

To accept this quotation, please sign and return to your CSG Account Team:

Print Name: _____

Signature & Date: _____

Champion Solutions Group appreciates your business!

otation

1/9/2019

2/8/2019

Ext. Unit Price
\$2,278.00
\$1,892.76
\$3,795.00
\$6,560.62
\$721.05
\$615.73
\$284.62
\$16,147.78
TBD
TBD
\$16,147.78



Mr. Steven Murray

Today's Date:
Expiration Date:

CSG Account Team	Product Type	Payment Terms
Barry Kresfelder / Steven Murray	Cisco Umbrella	30

Duration of Service	Part #	Description	Unit Cost
36	Umbrella Sub	Umbrella Cloud Security Subscription Qty 1	\$0.00
36	Umbrella Pro	Umbrella Professional Qty 15	\$3.68
36	Umbrella Support GLD	Umbrella Support - Gold	\$210.00
		Initial Term - 36.00 Months	
		Auto Renewal Term - 12 Months	
		Billing Model - Annual Billing	
		Requested Start Date - 20-Jan-2019 Requested End Date - 19-Jan-2022	
Billing Notes:			

PrePaid: Total is paid in 1 lump sum. The Quantity will be multiplied by the Service Duration so the Unit Net Price reflects as quoted.

This agreement is made by and between Champion Solutions Group (Seller) a Delaware corporation having its principal offices at 791 Subtotal
Park of Commerce Blvd. #200, Boca Raton, FL 33487. Sales Tax
1. EQUIPMENT. Seller hereby agrees to sell and purchaser agrees to purchase from seller the above described data processing Shipping/Handling
equipment, services and software.
2. TITLE. Title, as between the seller and purchaser, shall remain with seller until the purchaser has paid the purchase price and all
other incidental charges to this sale.
3. Purchaser shall execute and/or seller may file UCC Financing statements as the seller shall determine are needed to protect
interests.

Grand Total -->

To accept this quotation, please sign and return to your CSG Account Team:

Print Name: _____

Signature & Date: _____

Champion Solutions Group appreciates your business!

POSITION TITLES & PAY PLAN

Position	Min	Per Hr	Max	Per Hr	Entity
Town Clerk	\$ 50,854.75	\$ 24.45	\$ 78,943.41	\$ 37.95	Lake Park
City Clerk	\$ 54,287.00	N/A	\$ 98,059.00	N/A	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
Village Clerk	\$ 71,459.86	\$ 34.36	\$ 105,340.98	\$ 50.64	RPB
Village Clerk	\$ 88,000.00	\$ 42.31	\$ 110,000.00	\$ 74.05	Wellington
Town Clerk	\$ 89,919.00		\$ 134,879.00		Jupiter
	N/A	N/A	N/A	N/A	PBC
Deputy Town Clerk	\$ 34,624.51	\$ 16.65	\$ 54,653.13	\$ 26.28	Lake Park
Deputy City Clerk	\$ 34,832.00	\$ 16.75	\$ 63,648.00	\$ 30.60	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
	N/A	N/A	N/A	N/A	RPB
Assist to Village Clerk	\$ 32,900.00	\$ 15.82	\$ 56,400.00	\$ 27.12	Wellington
Deputy Village Clerk	\$ 47,500.00	\$ 22.84	\$ 76,700.00	\$ 36.88	Wellington
Deputy Town Clerk	\$ 57,193.00		\$ 85,790.00		Jupiter
	N/A	N/A	N/A	N/A	PBC
Administrative Assistant	\$ 29,214.43	\$ 14.05	\$ 48,580.56	\$ 23.36	Lake Park
Administrative Assistant	\$ 27,292.00	\$ 13.12	\$ 49,870.00	\$ 23.98	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
Administrative Assistant	\$ 34,068.11	\$ 16.38	\$ 50,220.14	\$ 24.14	RPB
Administrative Assistant	\$ 27,300.00	\$ 13.13	\$ 46,800.00	\$ 18.75	Wellington
Administrative Specialist I	\$ 30,677.00	\$ 14.75	\$ 46,016.00	\$ 22.12	Jupiter
	N/A	N/A	N/A	N/A	PBC
Executive Secretary	\$ 27,050.40	\$ 13.01	\$ 42,507.99	\$ 20.44	Lake Park
Executive Secretary	\$ 30,089.00	\$ 14.47	\$ 54,982.00	\$ 26.43	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
Executive Secretary	\$ 47,193.54	\$ 22.69	\$ 69,568.72	\$ 33.45	RPB
	N/A	N/A	N/A	N/A	Wellington
	N/A	N/A	N/A	N/A	PBC
Administrative Secretary	\$ 27,050.40	\$ 13.01	\$ 42,507.99	\$ 20.44	Lake Park
	N/A	N/A	N/A	N/A	Ormond Beach
Administrative Secretary	\$ 45,000.00	\$ 21.63	\$ 59,000.00	\$ 28.37	Indian Trail
	N/A	N/A	N/A	N/A	RPB
	N/A	N/A	N/A	N/A	Wellington
Secretary	\$ 35,776.00	\$ 17.20	\$ 58,633.12	\$ 28.19	PBC
Clerk Typist	\$ 18,817.37	\$ 9.05	\$ 29,717.58	\$ 14.29	Lake Park
	N/A	N/A	N/A	N/A	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
	N/A	N/A	N/A	N/A	RPB
	N/A	N/A	N/A	N/A	Wellington
	N/A	N/A	N/A	N/A	PBC
Accountant	\$ 34,624.51	\$ 16.65	\$ 54,653.13	\$ 26.28	Lake Park
	N/A	N/A	N/A	N/A	Ormond Beach
Sr. Accountant	\$ 50,000.00	\$ 24.04	\$ 75,000.00	\$ 36.06	Indian Trail
	N/A	N/A	N/A	N/A	RPB
	N/A	N/A	N/A	N/A	Wellington
Accountant	\$ 54,109.12		\$ 88,684.96		PBC

Accounts Payable/Receivable	\$ 29,214.43	\$ 16.65	\$ 54,653.13	\$ 26.28	Lake Park
	N/A	N/A	N/A	N/A	Ormond Beach
Accounts Payable/Receivable	\$ 45,000.00	\$ 21.63	\$ 59,000.00	\$ 28.37	Indian Trail
	N/A	N/A	N/A	N/A	RPB
	N/A	N/A	N/A	N/A	Wellington
Accounts Payable & Payroll	\$ 48,423.00		\$ 72,635.00		Jupiter
	N/A	N/A	N/A	N/A	PBC

Accounting Clerk II	\$ 26,477.94	\$ 12.73	41815,63	\$ 20.10	Lake Park
	N/A	N/A	N/A	N/A	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
Accounting Clerk II	\$ 36,687.25	\$ 17.64	54081,87	\$ 26.00	RPB
Accounting Tech II	\$ 38,250.00	\$ 18.39	\$ 66,300.00	\$ 31.88	Wellington
Accounting Technician	\$ 35,122.00	\$ 16.89	\$ 52,683.00	\$ 25.33	Jupiter
Fiscal Specialist II	\$ 34,717.28	\$ 16.69	\$ 56,927.52	\$ 27.37	PBC

Accounting Clerk I	\$ 21,783.46	\$ 10.47	\$ 34,491.80	\$ 16.54	Lake Park
Accounting Clerk I	\$ 25,539.00	\$ 12.28	\$ 25,539.00	\$ 22.05	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
Accounting Tech I	\$ 32,900.00	\$ 15.82	\$ 56,400.00	\$ 27.12	RPB
	N/A	N/A	N/A	N/A	Wellington
Fiscal Specialist I	29945,76	\$ 14.40	\$ 49,100.48	\$ 23.61	PBC

Code Compliance Officer	\$ 30,214.43	\$ 14.57	\$ 51,009.59	\$ 24.52	Lake Park
	N/A	N/A	N/A	N/A	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
Code Officer	\$ 49,340.93	\$ 23.72	\$ 72,734.90	\$ 34.97	RPB
Code Officer	\$ 38,250.00	\$ 18.39	\$ 66,300.00	\$ 31.88	Wellington
Code Compliance Officer	\$ 39,462.00		\$ 59,193.00		Jupiter
	\$ 49,522.72	\$ 23.81	\$ 81,167.84	\$ 39.02	PBC

P/Z Technician	\$ 29,214.43	\$ 14.05	\$ 48,580.56	\$ 23.36	Lake Park
	\$ 32,263.00	\$ 15.51	\$ 58,158.00	\$ 27.96	Ormond Beach
	\$ 32,426.37	\$ 15.59	\$ 47,800.06	\$ 22.98	Indian Trail
	\$ 32,004.34	\$ 15.39	\$ 47,177.73	\$ 22.68	RPB
	\$ 38,250.00	\$ 18.39	\$ 51,000.00	\$ 31.88	RPB
PZ Specialist	\$ 39,462.00		\$ 59,193.00		Wellington
Planning Technician	\$ 36,847.20	\$ 17.72	\$ 60,394.88	\$ 29.04	Jupiter
Bldg Permit Technician I	\$ 33,706.40	\$ 16.21	\$ 55,267.68	\$ 26.57	PBC

IT Officer	N/A	N/A	N/A	N/A	Lake Park
	\$ 38,403.00	\$ 18.46	\$ 70,172.00	\$ 33.74	Ormond Beach
	N/A	N/A	N/A	N/A	Indian Trail
IT Officer	\$ 53,134.43	\$ 25.55	\$ 78,326.56	\$ 37.66	RPB
IT Specialist	\$ 38,250.00	\$ 18.39	\$ 66,300.00	\$ 31.88	Wellington
Web Site Specialist	39091,52	\$ 18.79	\$ 64,074.40	\$ 30.81	PBC

Licensing Coordinator	N/A	N/A	N/A	N/A	Lake Park
	\$ 31,594.00	\$ 15.19	\$ 57,731.00	\$ 27.76	Ormond Beach
Customer Service	\$ 26,520.00	\$ 12.75	\$ 43,493.00	\$ 20.91	Indian Trail
	N/A	N/A	N/A	N/A	RPB
Customer Service Coordinator	\$ 38,250.00	\$ 18.39	\$ 66,300.00	\$ 24.52	Wellington
Business Tax Specialist	\$ 39,462.00		\$ 59,193.00		Jupiter
	N/A	N/A	N/A	N/A	PBC

	Minimum		Maximum	Midpoint		Midpoint w/ Benefits @ 40%	Assume All Hired at		Assume All Hired at Midpoint	Assume All Hired at Maximum
Town Clerk	Lake Park	\$ 50,854.75	\$ 134,879.00	Jupiter	\$ 92,866.88	\$ 130,013.63	\$ 71,196.65	\$ 130,013.63	\$ 188,830.60	
Deputy Town Clerk	Lake Park	\$ 34,624.51	\$ 85,790.00	Jupiter	\$ 60,207.26	\$ 84,290.16	\$ 48,474.31	\$ 84,290.16	\$ 120,106.00	
Administrative Assistant	Wellington	\$ 27,300.00	\$ 50,220.14	RPB	\$ 38,760.07	\$ 54,264.10	\$ 38,220.00	\$ 54,264.10	\$ 70,308.20	
Executive Secretary	Lake Park	\$ 27,050.40	\$ 69,568.72	RPB	\$ 48,309.56	\$ 67,633.38	\$ 37,870.56	\$ 67,633.38	\$ 97,396.21	
Administrative Secretary	Lake Park	\$ 27,050.40	\$ 59,000.00	Indian Trail	\$ 43,025.20	\$ 60,235.28	\$ 37,870.56	\$ 60,235.28	\$ 82,600.00	
Clerk Typist	Lake Park	\$ 18,817.37	\$ 29,717.58	Lake Park	\$ 24,267.48	\$ 33,974.47	\$ 26,344.32	\$ 33,974.47	\$ 41,604.61	
Accountant	Lake Park	\$ 34,624.51	\$ 88,684.96	PBC	\$ 61,654.74	\$ 86,316.63	\$ 48,474.31	\$ 86,316.63	\$ 124,158.94	
Accounts Payable	Lake Park	\$ 29,214.43	\$ 72,635.00	Jupiter	\$ 50,924.72	\$ 71,294.60	\$ 40,900.20	\$ 71,294.60	\$ 101,689.00	
Accounting Clerk II	Lake Park	\$ 26,477.94	\$ 66,300.00	Wellington	\$ 46,388.97	\$ 64,944.56	\$ 37,069.12	\$ 64,944.56	\$ 92,820.00	
Accounting Clerk I	Lake Park	\$ 21,783.46	\$ 56,400.00	RPB	\$ 39,091.73	\$ 54,728.42	\$ 30,496.84	\$ 54,728.42	\$ 78,960.00	
Code Compliance	Lake Park	\$ 30,214.43	\$ 81,167.84	PBC	\$ 55,691.14	\$ 77,967.59	\$ 42,300.20	\$ 77,967.59	\$ 113,634.98	
PZ Tech	Lake Park	\$ 29,214.43	\$ 60,394.88	PBC	\$ 44,804.66	\$ 62,726.52	\$ 40,900.20	\$ 62,726.52	\$ 84,552.83	
IT	Wellington	\$ 38,250.00	\$ 78,326.56	RPB	\$ 58,288.28	\$ 81,603.59	\$ 53,550.00	\$ 81,603.59	\$ 109,657.18	
Licensing Coordinator	Indian Trail	\$ 26,520.00	\$ 66,300.00	Wellington	\$ 46,410.00	\$ 64,974.00	\$ 37,128.00	\$ 64,974.00	\$ 92,820.00	
Average all positions		\$ 30,142.62	\$ 71,384.62		\$ 50,763.62	\$ 71,069.07				
Assume benefits at 40%		\$ 12,057.05	\$ 28,553.85		\$ 20,305.45	\$ 28,427.63				
		\$ 42,199.66	\$ 99,938.47		\$ 71,069.07	\$ 99,496.69	\$ 590,795.28	\$ 994,966.92	\$ 1,399,138.55	
Town Manager		\$ 125,000.00	\$ 160,000.00		\$ 142,500.00	\$ 199,500.00	\$ 175,000.00	\$ 199,500.00	\$ 224,000.00	
Town Clerk	Lake Park	\$ 50,854.75	\$ 134,879.00	Jupiter	\$ 92,866.88	\$ 130,013.63	\$ 71,196.65	\$ 130,013.63	\$ 188,830.60	
Administrative Assistant	Wellington	\$ 27,300.00	\$ 50,220.14	RPB	\$ 38,760.07	\$ 54,264.10	\$ 38,220.00	\$ 54,264.10	\$ 70,308.20	
Administrative Assistant	Wellington	\$ 27,300.00	\$ 50,220.14	RPB	\$ 38,760.07	\$ 54,264.10	\$ 38,220.00	\$ 54,264.10	\$ 70,308.20	
Accounting Clerk II	Lake Park	\$ 26,477.94	\$ 66,300.00	Wellington	\$ 46,388.97	\$ 64,944.56	\$ 37,069.12	\$ 64,944.56	\$ 92,820.00	
Accounting Clerk II	Lake Park	\$ 26,477.94	\$ 66,300.00	Wellington	\$ 46,388.97	\$ 64,944.56	\$ 37,069.12	\$ 64,944.56	\$ 92,820.00	
Code Compliance	Lake Park	\$ 30,214.43	\$ 81,167.84	PBC	\$ 55,691.14	\$ 77,967.59	\$ 42,300.20	\$ 77,967.59	\$ 113,634.98	
PZ Tech	Lake Park	\$ 29,214.43	\$ 60,394.88	PBC	\$ 44,804.66	\$ 62,726.52	\$ 40,900.20	\$ 62,726.52	\$ 84,552.83	
Licensing Coordinator	Indian Trail	\$ 26,520.00	\$ 66,300.00	Wellington	\$ 46,410.00	\$ 64,974.00	\$ 37,128.00	\$ 64,974.00	\$ 92,820.00	
Total of All Positions						\$ 773,599.04	\$ 517,103.29	\$ 773,599.04	\$ 1,030,094.80	



Town of Loxahatchee Groves
Town Council Workshop Meeting
Tuesday, December 4, 2018 - 6:00 p.m. to 7:00 p.m.
Town Hall, 155 F Road
Loxahatchee Groves, Florida 33470

Mayor David Browning (Seat 4)

Vice Mayor Todd McLendon (Seat 2)

Council Member Dave DeMarois (Seat 5)

Council Member Phillis Maniglia (Seat 1)

Town Manager William F. Underwood, II

Town Attorney Michael D. Cirullo, Jr.

Asst. Town Manager Francine Ramaglia

Acting Town Clerk Perla Underwood

MINUTES

1. OPENING

a. Call to Order & Roll Call

Mayor Browning called the meeting to order at 6:00 pm. Present were Mayor David Browning, Vice Mayor Todd McLendon, and Council Member Phillis Maniglia. Also present were Town Manager Underwood, Town Attorney Cirullo, and Acting Town Clerk Perla Underwood.

2. TOWN COUNCIL TO HEAR INPUT FROM RESIDENTS

Ron Jarriel, 2800 161st Terrace North, questioned when the Town Council is going to begin road improvements. He also recommended that the Town pay the balance owed on OGEM roads as the residents have already paid 50% of the cost of those improvements. He also questioned why the Town has not begun maintaining, mowing, or hedging roads and rights of way since the beginning of the fiscal year.

Mayor Browning advised that the Town has not yet considered or discussed paying the debt on the OGEM roads. Vice Mayor McLendon advised that the Town has never considered addressing any road improvements that were done in the past.

Frank Shiola, Marcella Boulevard, advised that the cost to maintain the roads was less expensive when the work was done by the former Loxahatchee Groves Water District.

John Ryan, 3508 A Road, inquired about the FEMA Floodplain, as it relates to his ability to obtain flood insurance for this property, and questioned how much of the Town remains in the flood zone even after the Town's engineers were paid to resolve this matter when it was first addressed several years ago.

Mark Jackson, 687 D Road, addressed his concerns relative to the garbage carts, and advised that he is still waiting to receive a letter from the Town relative to the placement of his fence on Collecting Canal.

Mr. Jackson was advised that following the review of the surveys by the Town's engineering, he will be notified about the placement.

Sherry Haywood, 14666 Gruber Lane, complained about Town's website to include missing Bids, minutes, and contracts and agreement.

Vice Mayor McLendon advised the resident that all contracts and agreements are located on the Town's website under Finance.

Marianne Miles, North B Road, advised that she had recently sent another letter of the landowners of North B Road and has only received 16 responses to date, and urged all to respond as quickly as possible. She also spoke with respect to the additional contribution that has been agreed to by the new Sod Farm owners on North Road in the amount of \$20,000 annually and feels that that contribution should be used to offset resident costs for the B Road improvements.

Robert Shorr, 1742 E Road, expressed his concern regarding the garbage carts, and lack of road maintenance.

3. ADJOURNMENT

There being no further comments, the meeting adjourned at 6:55 P.M.

Perla D. Underwood, Acting Town Clerk

David Browning, Mayor

These minutes were approved by the Town Council on Tuesday, _____, 2019.



Town of Loxahatchee Groves
Water Control District/Town Council Meeting
Tuesday, December 4, 2018 - 7:00 p.m. to 10:30 p.m.
Town Hall, 155 F Road
Loxahatchee Groves, Florida 33470

MINUTES

1. OPENING

Call to Order & Roll Call

- a. Mayor Browning called the meeting to order at 7:05 PM. Upon roll call the following members were present: Mayor David Browning, Vice Mayor Todd McLendon, and Council Member Phillis Maniglia. Absent from the meeting was Council Member David DeMarois.
- b. Pledge of Allegiance & Invocation – Mayor Browning

2. ORDER OF BUSINESS

- a. Additions, Deletions or Modification, and Approval of Agenda

Upon question from Town Council, Council Member DeMarois' Agenda Item 12.c. was removed from the Agenda until the next Town Council Meeting as a result of his absence from the meeting.

The Town Council unanimously agreed to include Item 12.c. on the next Town Council Meeting.

- b. Appointment to fill Vacancy for Town Council Seat 3

Town Attorney Cirullo advised that there has been no vacancy in the past, and the Town Council can appoint a resident that is a registered voter, and has lived in Loxahatchee Groves for a year prior to this appointment.

Vice Mayor McLendon advised that he would like to hear from the Public first.

Ron Jarriel, 2800 161st Terrace North, suggested that Marge Herzog and Don Widing would both be good choices, and advised that he recommend the nomination of Don Widing for Council consideration.

Marge Herzog, A Road, declined any nomination, but recommended the Anita Kane for nomination, and stressed her legal and accounting skills.

Keith Harris, 25th Place North, recommended the Town Council consider him to fill the vacancy, and briefly provided background and community involvement over the years.

Virginia Standish, North B Road, advised that both Ms. Kane and Mr. Harris would both be good candidates to fill the vacancy, but recommended the appointment of Mr. Harris as he has previously ran for seat.

John Ryan, 3508 A Road, spoke in support of Don Widing.

Bill Louda, 1300 E Road, spoke in support of Keith Harris

Lisa El Ramey, North B Road, recommended the Town Council consider her for the vacancy, and provided the Town Council with a brief biography.

Marianne Miles, North B Road, recommended the appointment of Don Widing.

Kathy Lakeman, 25th Place North, recommended the appointment of Keith Harris.

Doreen Baxter, North F Road, recommended the appointment of Keith Harris.

Town Attorney advised that four 4 names were identified by the public for consideration

Motion: a motion was made by Vice Mayor McLendon to appoint Keith Harris to Seat McLendon withdrew his motion of Mr. Harris.

Motion: a motion was made by Vice Mayor McLendon to appoint Anita Kane to fill vacancy on Seat 3, and was seconded by Council Member Maniglia. Motion passed 3/0.

1. Resolution No. 2018-92 – Town Council Seat 3 Appointment

RESOLUTION NO. 2018-92

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPOINTING ANITA KANE TO SERVE AS COUNCILMEMBER FOR SEAT 3 UNTIL THE SPECIAL ELECTION TO FILL THE REMAINING TERM FOR SEAT 3 IS CONDUCTED ON MARCH 12, 2019, AND THE SUCCESSFUL CANDIDATE TAKES OFFICE; PROVIDING FOR AN EFFECTIVE DATE.

Motion: a motion was made by Vice Mayor McLendon to adopt the Resolution No. 2018-92, and was seconded by Council Member Maniglia. Motion passed, 3/0. The Oath of Office was administered to Council Member Anita Kane by Town Attorney Michael Cirullo to fill the unexpired term of Seat 3.

3. PUBLIC COMMENTS

Bill Louda , 1300 E Road, raised concern about traffic.

Ron Jarriel, 2800 161st Terrace North, welcomed Anita Kane as the new Town Council Member.

4. PRESENTATIONS

- a. Monthly Status Report – Municipal Technologies LLC – Steven Murray
1. Online GIS Software Purchase
 2. Microsoft 365 Purchase

Steven Murray provided the Town Council with a review of the Town's infrastructure, and advised that he is moving forward with upgrade plan. He also advised that the Town is in the process of :

- Increasing its desktop level licensing with Office 365 government licensing
- Working with Blackbaud on addressing bugs within the system
- IT Policy for Attorney review has been prepare and to be forward in the next week to Attorney Cirullo.
- Addressing GIS solution that will allow better online mapping
- Addressing ADA Compliance with respect to Town and District websites
- Updating both websites and rolling District website into the Town.

Council Member Maniglia advised that she would like a Blog included as well.

Upon question from Council Member Kane, Mr. Murray advised that the cost to upgrade to Civics Plus will be \$8,000.00. Upon question, Mr. Murray advised that he can do the Town's financials, but would be required to staff his company for such services.

Upon question regarding Security, the Town Council was advised that this should not be discussed publicly.

Mr. Murray also advised that the Town could include online payments for permits and business tax receipt online through its website.

Paul Coleman, 14620 6th Court North, questioned the need for the additional costs for mapping as the Palm Beach County Property Appraiser already provides some of the same data.

Council Member Kane questioned the costs for the GIS mapping, and was advised that the additional costs would be \$1,100 annually.

- b. Monthly Status Report – Geoffrey B. Sluggett & Associates –

Mary McNicolas provided the Town with a Status Report as activities to date:

- Attended PBC Legislative Delegation Meeting
- Met with County Commissioner Melissa McKinley
- Advised that Matt Wilhite was selected Chair, and Rick Roth was selected Vice Chair of the Palm Beach County Legislative Delegation
- Advised that 2019 Legislative initiative is Water
- 50th Anniversary of Home Rule
- Support for the PBSC funding requests for the Loxahatchee Groves Campus
- Met with the new Agricultural Commissioner Fried

Member Kane inquired if canal stabilization could be included for possible state funding, and Member Maniglia inquired about funding for canal maintenance.

Bill Louda, 1300 E Road, advised that he doesn't see any problem with green algae or red tide, but rather a concern could be nitrogen/phosphorus. He did advise that acquiring land for filtering ponds should be considered for funding requests to the State.

Council Member Maniglia questioned if the Town should consider following Wellington and Jupiter on limiting fertilizer use by local nurseries, and looking at recycling equestrian bedding.

Sue Cacioppo, 13593 Citrus Drive, inquired about the low water levels in canals, and feels that the Town cannot control limitations on local nurseries with no enforcement methods in place.

Motion: a motion was made by Council Member Kane, and seconded by Council Member Maniglia to schedule a Workshop/Special meeting for January to discuss the upcoming priorities for the Town for the upcoming Legislative Session. Motion passed, 4/0.

5. WATER CONTROL DISTRICT BUSINESS

FOR THIS PORTION OF THE AGENDA THE TOWN COUNCIL WILL SERVE AS THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT BOARD OF SUPERVISORS, A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES.

a. CONSENT AGENDA

1. File and Receive Town Elements Conditions Statement – Larry Peters, Director of Public Works

Public Works Director Peters reviewed the Conditions Statement provided to the Town as follows:

- Fuel tank containment
- Conditions of roadways
- Conditions of canal banks and culverts
- Pump House, canal water control gates at Gate A, D, and Folsom
- Repair to existing pump not to exceed \$24,000
- Emergency Generator
- Equipment conditions

Council Member Kane advised that Town should concentrate on fixes needed now versus others that can be put off. She also mentioned water levels in canals, and roads falling into canals. She advised that she would like to see a plan for needed improvements, and funding.

Council Member Maniglia suggested that Town seek funding for needed pumps.

Motion: a motion was made by Vice Mayor McLendon, and seconded by Council Member Mangilia to receive and file the Conditions Statement as provided. Motion passed, 4/0.

Motion: a motion was made by Council Member Kane, and seconded by Vice Mayor McLendon to approve the emergency repairs to the existing Pumping System as previously discussed. No action was taken on the motion.

Robert Shorr, 1742 E Road, stated that he feels Mr. Peters should get other bids and make the decision rather than repairing the existing system for \$25,000 or get a better system.

Vice Mayor McLendon stated that he feels it is not necessary to reinvent the wheel as Town has used one (1) pump for years.

Laura Cappioppo, 13593 Citrus Drive, inquired if other agencies could assist on the necessary concerns about the Town's neglected canals.

Motion: a motion was made by Vice Mayor McLendon to bring back the quotes for the Soft Start Repairs to the pump at the next meeting. Council Member Kane seconded the motion. Motion passed, 4/0.

End of Water Control District Business.....

TOWN COUNCIL AGENDA ITEMS

6. COMMITTEE REPORTS – FAAC Report – Anita Kane, Chair

Council Member Kane advised that the FAAC reviewed the current and needed functions as presently provided by the Town, and committee members were tasked with providing employee compensation costs, and functions/positions that can be contracted out vs full time hires that will necessary. A special meeting was scheduled for December 17, 2018 in order to provide the Town Council with the necessary information at their next regular meeting.

7. CONSENT AGENDA

(Public Comment will be permitted on consent agenda items prior to Council vote)

- a. Minutes: October 9, 2018 Town Council Special Meeting
- b. Minutes: November 6, 2018 Town Council Workshop Meeting
- c. Minutes: November 6, 2018 Town Council Regular Meeting
- d. Schedule of Special Town Council Meeting, December 18, 2018, 4:30 PM
 1. Adoption of Resolution No. 2018-89 Authorization of Execution of SOE Agreement - 2019 Municipal Election
 2. Adoption of Resolution No. 2018-90 Announcing Election and Qualification for March 2019
 3. Adoption of Resolution No. 2018-91 Appointment of Canvassing Board March 2019 Election
 4. Final Reading of Ordinance No. 2018-14 - Re: Special Election to fill vacancy for balance of term of Seat 3
 5. Final Reading of Ordinance No 2018-15-Amending Election Qualifying Dates
 6. Other Election Related Matters
- e. GOREN, CHEROF, DOODY & EZROL, P.A. Invoices for November 2018

Motion: Vice Mayor McLendon moved to approve the Consent Agenda, and Council Member Kane seconded the motion. Motion passed, 4/0.

End of Consent Agenda.....

8. PUBLIC HEARINGS – quasi judicial

- a. Request for Appeal of Administrative Ruling – Re: Residential Enterprise ULDC Section 08-020(G) – Dustin Ertle, 13313 and 13387 Bryan Road

Motion: a motion was made by Vice Mayor McLendon, and seconded by Council Member Kane to continue the Request for Appeal to the January 15, 2019 Meeting. Motion passed, 4/0.

- b. Resolution No. 2018-87 - Big Dog Site Plan Amendment

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE BIG DOG RANCH SITE PLAN AMENDMENT, CONSISTING OF 33.16 ACRES MORE OR LESS, LOCATED AT THE SOUTHEAST CORNER OF OKEECHOBEE BOULEVARD AND ‘D’ ROAD, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Lorie Simmons, Big Dog Ranch reviewed her request for generator pads and Monument Sign for the facility on Okeechobee Boulevard.

Jim Fleishmann, Town Planning Consultant advised that the Planning and Zoning Board recommended approval of the request. Additionally, staff advised that the generators comply with PBC sound requirements, and the 60 foot monument sign complies with the Town code.

Ron Jarriel, 2800 161st Terrace North, recommended the Town approve the site plan amendment.

Robert Shorr, 1742 E Road, advised that the monument sign is limited to 60 feet, and the applicant is not requesting a variance.

Upon question, Ms. Simmons advised that a veteran dog training center is being considered for a future request subject to conditions.

Motion: a motion was made by Vice Mayor McLendon to adopt Resolution No. 2018-87 relating to Big Dog Site Plan Amendment. Council Member Anita Kane seconded the motion. Motion passed, 4/0.

c. Resolution No. 2018-88 – Wendy’s Sign Variance Application

RESOLUTION NO. 2018-88

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING THE WENDY’S SIGN VARIANCE RELATED TO AN EXTERIOR MENU BOARD SIGN ON A PARCEL CONSISTING OF 0.84 ACRES MORE OR LESS, LOCATED AT THE NORTHEAST CORNER OF SOUTHERN BOULEVARD AND THE PALM BEACH STATE COLLEGE ENTRANCE DRIVE, LOXAHATCHEE GROVES, FLORIDA, LEGALLY DESCRIBED IN EXHIBIT “A” TO THIS RESOLUTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Amy Gallagher representing IBS Associates, the company that provides the Menu Board signs to Wendy’s addressed the Town Council regarding the requested variance. She advised that Wendy’s is requesting an increase of the sign face of the menu board to 14.93 square feet, a size greater than the maximum currently permitted size of 12 square feet. She also requested increase the sign structure width of the menu board to 7 feet 2.5 inches, a size greater than the maximum currently permitted width of 5 feet. Ms. Gallagher also advised that Wendy’s is variance request is less than the variance requested, and approved for Dunkin Donuts previously.

Jim Fleischmann advised the Council that staff finds that the applicant has not met the five (5) review criteria necessary as identified in the Town’s ULDC for approval, and as such staff therefore recommends denial of application. Additionally, Mr. Fleischman advised that the Planning and Zoning Board also recommended denial of a variance request by a 3 to 1 vote.

Upon question from Council Member Kane, Fleischmann advised that staff recommended denial based on the 5 review criteria requirements of Section 150-020 of the ULDC.

Upon question from Council Member Maniglia, Fleischmann advised that the Wendy’s menu board sign is smaller than the Dunkin Donut sign request.

Laura Cappioppo, 13593 Citrus Drive, inquired why the Town would approve the request if it doesn’t meet the criteria.

Ron Jarriel, 2800 161st Terrace North, spoke in favor of the request by Wendy’s.

Joe Lelonick advised that unlike Wendy’s, Dunkin Donuts did not come in about their sign request until the building was completed. He also reminded the Town Council that the “Drive-thru” sign cannot be seen from the road, and requested the Town approve the variance as requested.

Robert Shorr, 1742 E Road, reminded the Town Council that the Planning & Zoning Board recommended denial, and suggested that by eliminating the graphics on Menu Board, the sign can meet the 12 square foot requirement in the code.

Marianne Miles, North B Road, and Simon Fernandez, North D Road, both spoke in support of the variance request.

Upon question from Council Member Maniglia, Planning Consultant Fleischmann advised that sizes of menu boards go from 12 to 24 sq. ft.

Ms. Gallagher advised that the Wendy's menu board in Royal Palm is 7 ft. high x 7 ft. wide, at Crestwood area it is 34.3 sq. ft., and in Loxahatchee it will be 14.93 sq. ft. Ms. Gallagher also advised that they will not be including a Pre-sale board at the Loxahatchee location.

Motion: a motion was made by Council Member Kane, and seconded by Council Member Maniglia to adopt Resolution No. 2018-88 granting a variance request as submitted by Wendy's. Motion passed, 3/1. Vice Mayor McLendon voted no on the motion to approve.

9. PUBLIC HEARINGS

- a. Final Reading of Ordinance No. 2018-10 – Comp Plan Amendment – Trail Fencing

ORDINANCE NO. 2018-10

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, COMPREHENSIVE PLAN AMENDMENT 2018-03 TO THE TOWN OF LOXAHATCHEE GROVES, FLORIDA COMPREHENSIVE PLAN, IN ACCORDANCE WITH SECTION 163.3184(3) FLORIDA STATUTES TO: (1) AMEND OBJECTIVE 2.4 POLICY 2.4.4 OF THE TEXT OF THE TRANSPORTATION ELEMENT DELETE THE REQUIREMENT FOR INSTALLATION OF FENCING ADJACENT TO CANAL MAINTENANCE EASEMENTS ALONG THE LETTER ROADS; PROVIDING FOR CONFLICTS; PROVIDING FOR SEVERABILITY; AND PROVIDING FOR AN EFFECTIVE DATE.

Ron Jarriel, 2800 161st Terrace, spoke in favor of the trail fencing ordinance, and requested that the Town work with the residents on a 50/50 plan for those that do not have existing fencing on their property next to berms.

Motion: a motion to approve Ordinance 2018-10 on final reading was made by Vice Mayor McLendon, and was seconded by Council Member Maniglia. Motion passed, 4/0.

- b. Final Reading of Ordinance No. 2018-12 – Registration of Abandoned Properties

ORDINANCE NO. 2018-12

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2011-010 TO AMEND THE REGULATIONS RELATING TO THE REGISTRATION OF ABANDONED PROPERTIES; PROVIDING FOR CODIFICATION, CONFLICTS, SEVERABILITY, AND FOR AN EFFECTIVE DATE.

Motion: a motion to approve Ordinance No. 2018-12 on final reading was made by Vice Mayor McLendon, and was seconded by Council Member Maniglia. Motion passed, 4/0.

- c. Final Reading of Ordinance No. 2018-13 – Referendum an Amendment to the Charter – Law Enforcement

ORDINANCE NO. 2018-13

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUBMITTING TO REFERENDUM AN AMENDMENT TO THE CHARTER OF THE TOWN OF LOXAHATCHEE GROVES, TO DELETE SECTION 11, ENTITLED “CONTINUATION, MERGER AND DISSOLUTION OF EXISTING DISTRICTS AND SERVICE PROVIDERS,; SUBSECTION (2) ENTITLED ‘LAW ENFORCEMENT’”; PROVIDING FOR BALLOT TITLE AND SUMMARY; PROVIDING FOR NOTICE TO BE PUBLISHED IN ACCORDANCE WITH THE STATE OF FLORIDA ELECTION CODE; PROVIDING THAT THIS ORDINANCE, WHEN ADOPTED, SHALL BE SUBMITTED TO THE QUALIFIED ELECTORS OF THE TOWN OF LOXAHATHCEE GROVES, AT A SPECIAL ELECTION TO BE CONDUCTED IN CONJUNCTION WITH THE TOWN’S GENERAL MUNICIPAL ELECTION ON MARCH 12, 2019, AND PLACED ON THE ELECTION BALLOT FOR SAID ELECTION, AND IT SHALL BECOME EFFECTIVE AS PROVIDED BY LAW; PROVIDING FOR INCLUSION IN THE TOWN CHARTER; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Vice Mayor McLendon advised that he has not found any information in state law that requires the need for law enforcement by local governments.

Mayor Browning disagrees, and feels that the Town can either retain the Sheriff or establish a Police Department.

Ron Jarriel, 2800 161st Terrace North, spoke in support of police services.

Motion: a motion was made by Vice Mayor to adopt Ordinance No. 2018-13 amending the Charter to delete Section 11, Subsection (2) entitled “Law Enforcement.” The motion was seconded by Council Member Maniglia. Motion passed, 4/0.

At 10:00 p.m., the Town Council agreed to move Item 13. Public Comments to ensure the public can speak as meeting will adjourn at 10:30 pm, and be continued on Wednesday, December 5, at 6:00 pm.

Public Comments:

Ron Jarriel, 2800 161st Terrace North, advised that the Town does not need to spend millions of dollars on roads and canals as identified in the Conditions Reports provided by staff. He also thanked the Town for the work done along the entire edge of North A Road to stabilize the OGEM.

Laura Cappioppo, 13593 Citrus Drive, disagreed with the previous comment, and advised the Town Council that there are more people, and more use over the roads than in past years. She further expressed that with a growing community, the Town should ensure that the necessary maintenance and repairs are addressed on an ongoing basis.

- d. First Reading of Ordinance No. 2018-14 - Re: Special Election to fill vacancy for the balance of term of Seat 3

ORDINANCE NO. 2018-14

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SCHEDULING A SPECIAL ELECTION TO FILL THE REMAINING TERM FOR TOWN COUNCIL SEAT 3, AND CONFIRMING THE SUBMITTAL TO THE TOWN'S ELECTORATE OF A CHARTER AMENDMENT REFERENDUM AND BOND REFERENDUM FOR THE SAME ELECTION, TO OCCUR IN CONJUNCTION WITH THE TOWN'S GENERAL MUNICIPAL ELECTION FOR COUNCILMEMBER SEATS 2 AND 4 ON MARCH 12, 2019; SETTING THE QUALIFYING PERIOD FOR SEAT 3; PROVIDING THAT THE TOWN MANAGER AND TOWN ATTORNEY SHALL TAKE ALL ACTIONS NECESSARY AND REQUIRED FOR THE SPECIAL ELECTION; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: a motion was made by Vice Mayor McLendon and was seconded by Council Member Kane to adopt Ordinance No. 2018-14 on first reading filling the vacancy of Seat 3 for the balance of the term. Motion passed, 3/1. Vice Mayor McLendon voted no.

Vice Mayor McLendon advised that he would like to change "remaining term" to "remaining vacancy."

Mayor Browning disagreed and believes the language should remain as is.

Council Member Kane advised the election is to fill the balance of the term.

- e. First Reading of Ordinance No. 2018-15 – Re: Amending Election Qualifying Dates as set forth in Town's Charter.

ORDINANCE NO. 2018-15

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING ORDINANCE 2017-17 REGARDING QUALIFYING DATES SET FORTH IN SECTION 3(3)(D) OF THE TOWN'S CHARTER ELECTIONS PURSUANT TO SECTIONS 100.3605 AND 166.021, FLORIDA STATUTES, RELATIVE TO QUALIFYING PERIODS IN YEARS IN WHICH THE FIRST TUESDAY IN JANUARY IS JANUARY 1; PROVIDING FOR CONFLICTS, PROVIDING FOR SEVERABILITY, AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: a motion was made by Vice Mayor McLendon to adopt Ordinance No. 2018-15 on first reading amending the election qualifying dates to 1st Wednesday in January, and ending on the 2nd Wednesday in January at noon. The motion was seconded by Council Member Maniglia. Motion passed, 4/0.

10. NEW BUSINESS

a. Discussion Relative to Health Insurance Renewal Update – United Health Care

The Town Council reviewed a Medical Insurance Analysis as provided by the Gehring Insurance Group. Mr. Gehring advised that they are recommending for 2019, the renewal of current insurance provider, United Health. He also advised that the Dental Plan currently in place with SunLife (Assurant) will see a 15% decrease from the current premium with Guardian for Life & Disability will see no premium increase. He also advised that a Flex Account has been included.

Mr. Gehring advised that he is recommending the Town continue its service with United Health Care, SunLife, and Guardian Insurance Company at a cost of \$56,500 for all the services.

Council Member Kane advised that former LGWCD board had implemented changes to the previous District policies that allowed the reimbursement of deductions for both the employee and their family members to employee reimbursement only.

Town Manager Underwood advised that the District policy on employee reimbursement of deductibles was not incorporated by the Town with the merger and as such is not included in the quote. He explained that the Flex Spending will be funded by employee contributions that can be used to reimburse for family premiums.

Motion: a motion was made by Vice Mayor McLendon, and seconded by Council Member Kane to approve the 2019 Insurance recommendations as proposed by the Gehring Insurance Group. Motion passed, 4/0.

The Town Council recessed the meeting at 10:30 p.m., until 6:00 p.m., Wednesday, December 5, 2018

b. Discussion Relative to Town Manager Job Criteria

Town Manager Underwood provided the Town Council with International City and County Manager Association (ICMA) Model Employee guide that provides typical Manager search options, process and timeline as well as sample Manager employment contracts to included recommended language, Manager Recruitment Search Firm Contact Information, and Manager advertising options for Town Council review and use.

Council Member Mangilia stated she would like to hire a 3rd party outside source to handle the marketing of candidates for the Town.

Council Member Kane would like to review Tequesta's applicants first, and would consider the hiring of someone to meet specific parameters.

Mayor Browning advised that he would prefer looking at Tequesta's applicants as well.

Upon question from Town Council, Town Attorney Cirullo advised that bidding is not required for professional services, but that the Town could request multiple proposals for such services.

Council Member Maniglia advised that she did not feel comfortable with FAAC member Bell providing the FAAC with job descriptions and salary ranges for employees because of her relationship with Town management.

Following discussion, Town Attorney advised that he can issue a Letter of Interest to the 16 identified companies included in the ICMA literature provided, and any other qualified hiring companies, as well as advertising the sealed bid process.

Marianne Miles – North B Road, stated that she would hope that the costs should be the cost of the current management's package or less.

Motion: a motion was made by Council Member Maniglia, and seconded by Anita Kane to have the Town Attorney issue the Letter of Interest to the identified companies provided as well as any other qualified companies for submission of sealed proposals for services. Motion passed, 4/0

- c. Resolution No. 2018-93 – Approving Agreement with Property Registration Champions, LLC

RESOLUTION NO. 2018-93

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING THE APPROVING AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND PROPERTY REGISTRATION CHAMPIONS, LLC FOR REGISTRATION SERVICES FOR FORCECLOSED OR ABANDONED PROPERTIES WITHIN THE TOWN, AND AUTHORIZING THE EXECUTION THEREOF; AND PROVIDING FOR AN EFFECTIVE DATE.

Motion: a motion was made by Vice Mayor McLendon, and seconded by Council Member Kane to adopt Resolution No. 2018-93 approving Agreement with Property Registration Champions, LLC. Motion passed, 4/0.

11. MANAGER'S REPORT –

- a. Receive and File PBC Sheriff's Office Monthly Report
- b. Receive and File PBC Fire Rescue Monthly Report

Town Manager Underwood provided the Town Council with the monthly reports from PBC Sheriff's Office, and Fire Rescue. Underwood advised that the Town's engineers will be preparing the LGWCD Facilities Report.

c. Resolution No. 2018-94 Authority for use of Town Owned Property for Equestrian Trails

RESOLUTION NO. 2018-94

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, PROVIDING FOR AUTHORITY FOR USE BY THE GENERAL PUBLIC OF TOWN OWNED PROPERTY FOR EQUESTRIAN TRAIL PURPOSES, SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING THAT ANY USE OF TOWN PROPERTY FOR EQUESTRIAN PURPOSES, SUBJECT TO CERTAIN RESTRICTIONS; PROVIDING FOR THE TOWN MANAGER AND TOWN ATTORNEY TO TAKE ALL STEPS NECESSARY TO IMPLEMENT THIS RESOLUTION; PROVIDING THAT ANY USE OF TOWN PROPERTY FOR EQUESTRIAN PURPOSES MAY BE LIMITED OR REMOVED BY THE TOWN COUNCIL AT ANYTIME; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

Motion: a motion was made by Vice Mayor McLendon, and seconded by Council Member Maniglia to adopt Resolution No. 2018-94 providing authority for use of Town owned property for Equestrian Trails.

Additionally, Town Manager provided the Town Council with a draft sample letter to be mailed to all properties bordering the Town's trail system relative to the opening of the trails, requesting that all obstructions that impede the use of trails be removed.

Council Member Kane requested that the letter should include vegetation as an obstruction in paragraph 3, and include all obstructions that impede the use of the trails. Finally, she requested that in paragraph 1, should include a statement that states "this does not apply to your own property."

Motion: a motion was made by Council Member Kane, and seconded by Vice Mayor McLendon to approve the sample letter as amended for distribution to residents.
Motion passed, 4/0.

12. COUNCIL REPORTS

- a. Vice Mayor McLendon
 1. Discussion and Direction on Ordinance No. 2017-07 to allow golf carts on Okeechobee Boulevard and Folsom Roads.

Vice Mayor McLendon advised that he would request the Council consider amending the Golf Cart Ordinance to include Okeechobee Blvd., and Folsom Road.

Council Member Kane disagreed, but would consider crossovers at Okeechobee and intersections of Lettered Roads.

Council Member Maniglia agreed with Member Kane, and suggested that the Town consider crossings that would also include horses as well.

Town Attorney Cirullo reminded the Council that traffic studies may be requested by the County on such a change, and suggested that RETGAC Committee include this in their meeting discussion.

Vice Mayor McLendon advised that he would be ok with Okeechobee Boulevard crossings.

Marianne Miles, North B Road, expressed her objection to golf carts on those roads.

Laura Capcoppi, East Critus Drive, agreed with the concept, but questioned the age requirement.

Geoffrey Sluggett, RETGAC Chair advised that the committee will include this subject in its discussion at its next meeting. Mr. Sluggett also suggested that stop signs on Folsom and Marcella and on Folsom and Bryan or Casey Roads may be another option for Folsom Road.

Simon Fernandez, North D Road, inquired about street legal golf carts, and reminded the Council that the Town's signs on golf carts identify the State Statute governing.

Following discussion, staff was instructed to contact PBC engineering relative traffic calming at Folsom and at intersections of Okeechobee Boulevard and all lettered roads. The vote passed, 4/0.

2. Discussion and Direction on correcting OGEM Loan issues related to items inappropriately charged to project and the repayment of any funds left over from project.

Staff advised that the Town has received a proposal on the loan issue as well as the LGWCD accounting review at the time of the merger at a cost of under \$ 25,000.

Motion: a motion was made by Vice Mayor McLendon, and seconded by Council Member Kane to authorize staff to prepare the necessary contract for Town Council consideration and approval . Motion passed, 4/0.

3. Update on Legal Requirements for police services

Vice Mayor McLendon advised that based on his review of requirements for police services to date, he advised that:

- (1) Palm Beach County Sheriff has discretion to determine level of services and decide if he wants to provide such services.
- (2) Cannot find local government requirement to provide police services
- (3) If the Town decides to provide such services then there are standards and choices to ensure the performance is not negligent.

Council Member Kane advised that the Loxahatchee Groves Landowners Association has requested that PBSO continue to provide police services to the Town. She also advised about legal definitions for basis and enhanced services, and inquired if PBSO is willing to come back

Mayor Browning stated that he feels he can resolve the matter with PBSO in order to continue to provide services.

Vice Mayor McLendon stated that the Town may need to request an Attorney General opinion.

Council Member Kane recommended continue working with PBSO.

Council Member Maniglia advised that the Mayor needs to continue to reach out to PBSO as well as the Town should get input from FDLE, PBSO, and Florida Attorney General on level of services required.

Marianne Miles, North B Road, asked why the Sheriff decided to not provide services, and hopes it is not related to the contract increase.

Motion: a motion was made by Vice Mayor McLendon, and seconded by Council Member Maniglia to ask the Town Attorney to seek input from FDLE and the Florida Attorney General on this matter. Motion passed, 4/1. Mayor Browning voted no.

4. Discussion and Direction – Support for Palm Beach State College Loxahatchee Groves Campus Funding Request – State of Florida

Motion: Council Member Kane moved, and seconded by Vice Mayor McLendon prepare a Resolution in support of the College’s funding request to the State of Florida. Motion passed, 4/0.

b. Council Member Maniglia

1. Discussion and Direction on Coyotes

Council Member Maniglia inquired about contacting Fish and Wildlife relative to coyotes in the area, and advised that her goat had been killed. Mayor Browning and Council Member Kane advised that Fish and Wildlife will not go on private property, but residents contact trappers, and other type service providers to assist in trapping coyotes. Council Member Kane also advised that a property owner can shoot a coyotes in such situations as well. It was suggested that the Council Member could contact PBC as there has been many reports of coyotes on PBC property north of south F Road.

2. Discussion and Direction on Committee meetings and scheduling

Council Member Maniglia advised that committee meetings have been postponed. Staff advised that to the best of their knowledge, no committee meeting have been postponed unless for lack of quorum. With respect to RETGAC meeting, Chair Sluggett advised that the Committee has requested assistance from the Town’s Planning Consultant, Jim Fleishmann, and will schedule meeting after the Town Council approval of his assistance.

Following discussion, the Town Council unanimously instructed that staff present the Work Authorization for assistance to the RETGAC committee by the Town's Planner for approval at the January Town Council meeting.

3. Discussion and Direction on Town personnel policy and procedures manual
Council Member Maniglia requested that the Town's Personnel Policy be included in the January Town Council Meeting Agenda for discussion and direction.

4. Town Clerk search

Upon inquiry, Council Member Maniglia was advised that Town Clerk Virginia Walton would providing assistance to the Town for the upcoming Election, and the day to day work of the Clerk is being performed by staff.

13. ADJOURNMENT

There being no further business to come before the Town Council, Mayor Browning adjourned the meeting at 8:30 p.m.

Acting Town Clerk

David Browning, Mayor

These minutes were approved by the Town Council on Tuesday, _____, 2019.

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

Page: 1
01/03/2019
ACCOUNT NO: 1574-0702400
STATEMENT NO: 23370

Attn: William F. Underwood, II - Town Manager

General Matters

MDC

			HOURS
11/28/2018	SMS	review of easements and letter as prep for conference call on culvert easements; conference call with the City and surveyors on drainage easements; review of f.s. 95.361(2)b regarding mapping of the right of way and eventual drainage easement	1.70
	BJS	Review and follow up re: Vacant Property Registration	0.40
	MDC	Miscellaneous telephone calls on agenda; continue review of agenda items; confer with Sean Swartz on easements.	1.10
11/29/2018	MDC	Review agenda sent by PU, provide comments to PU, BU; re-send items for 12/4 agenda per PU, review election related logistical issues (required ordinances, resolutions, deadlines, etc.)	1.10
11/30/2018	MDC	Review Agenda Addendum, telephone call with BU re: election matters.	0.40
12/03/2018	SMS	research on fees and bonds charged for clearing of land for eventual agriculture use	0.60
	MDC	Review addendum, provide comments to BU, PU; phone conference with BU on pending items; phone conference with JF on PZ related items.	1.30
12/04/2018	SMS	research on fees paid for clearing land used for agricultural use	1.00
	MDC	Review addendum, materials; phone conference with BU on temporary appointment of Council; phone conference with PU on agenda items; prepare for and attend Council meeting.	6.40
12/05/2018	MDC	Miscellaneous phone calls, review materials; prepare for and attend continuation of Council meeting.	5.90
12/06/2018	SMS	review of survey on canal maintenance and equestrian easements	0.40
	MDC	Misc telephone call with BU; review and revise election resolutions for 12/18 meeting; review items from 12/4 and 15/5 Council meeting; prepare list of action items from Council meeting.	2.00
12/07/2018	MDC	Review materials, prepare Request for Letter of Interest, prepare published notice; review notes from 12/04 and 12/05 meetings.	1.50
12/11/2018	MDC	Miscellaneous telephone call with BU; continue reviewing and revising materials for 12/18 meeting; prepare referenda transmittal resolution; finalize Request for LOI, coordinate distribution and publishing of notice per	

General Matters

			HOURS		
	Council.		2.90		
12/12/2018	SMS	review for meeting regarding agricultural land; review of clearing permit applications of land	0.50		
	MDC	Continue reviewing status of items for 12/18 special meeting.	0.80		
12/13/2018	SMS	review of county permit language regarding clearing of agricultural land	0.50		
	MDC	Review agenda materials for 12/18 special meeting; telephone conference with BU on pending items; telephone conference with property owner re: easements, drainage.	1.50		
12/14/2018	MDC	Review agenda items for 12/18; review correspondence on Town items.	0.90		
12/17/2018	MDC	Review materials, prepare for Anita Kane orientation meeting; miscellaneous telephone conference on Town items; review Planning materials re: lots and vested rights inquiries.	1.00		
12/18/2018	MDC	Miscellaneous conference call, review materials; prepare for, conduct orientation meeting with Council Member Kane per Town Ethics Ordinance; review materials, prepare for, attend Special Council Meeting.	6.00		
12/19/2018	MDC	Prepare list of action items from 12/18 meeting, miscellaneous telephone conference on pending items.	1.00		
12/20/2018	MDC	Prepare Resolution to support PBSC Legislative Funding Request, prepare and review agenda items for 1/18 meeting.	1.10		
12/21/2018	MDC	Continue to prepare items for 1/15 Council Meeting.	0.60		
12/24/2018	MDC	Continue work on District Ordinance (Special Acts).	0.50		
12/26/2018	MDC	Review status of 1/15 agenda materials; miscellaneous telephone conference on pending items; review e-mails from BU on Town issues; continue preparing District Ordinance (conversion from Special Act).	1.60		
12/27/2018	MDC	Continue working on District Ordinance; review miscellaneous PZB items; telephone conference with BU on 1/15 Agenda.	1.50		
12/28/2018	MDC	Continue reviewing items for 1/15 meeting.	0.50		
12/31/2018	MDC	Review e-mails on Town matters, miscellaneous telephone conference on Town items, review and prepare agenda items for 1/15/19 meeting, continue working on the District ordinance.	1.50		
	FOR CURRENT SERVICES RENDERED		46.20	9,471.00	

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	41.10	\$205.00	\$8,425.50
SEAN M. SWARTZ	4.70	205.00	963.50
BRIAN J. SHERMAN	0.40	205.00	82.00

General Matters

Color photocopies	0.18
Photocopies	<u>110.87</u>
TOTAL EXPENSES THRU 12/31/2018	111.05
TOTAL CURRENT WORK	9,582.05
BALANCE DUE	<u>\$9,582.05</u>

TOWN OF LOXAHATCHEE GROVES
155 F Road
Loxahatchee Groves FL 33470

ACCOUNT NO:
STATEMENT NO:

Page: 1
01/03/2019
1574-1009270
23371

Attn: William F. Underwood, II - Town Manager

Code Enforcement Matters

MAC

			HOURS
11/28/2018	MDC	Review emails on pending cases (Bank of NY); miscellaneous communications on scheduling hearings.	0.30
12/03/2018	MDC	Telephone call with BT, review requests for lien mitigation, scheduling of hearings.	0.60
12/04/2018	MDC	Review materials, prepare Release re: 13940 23 Road North (Bank of NY).	0.40
12/05/2018	MDC	Revise and forward release document to Town for review.	0.40
12/11/2018	BJS	Telephone call with Barry Trombley and follow up legal research re: Big Cats	0.50
12/12/2018	BJS	Telephone call with Florida Fish and Wildlife, telephone call with MDC and Barry Trombley, draft correspondence to General Counsel for FWC, and all applicable follow up	1.30
	MDC	Telephone conference with BT re: miscellaneous pending code cases, scheduling of hearings; confer with BJS re: FWC/Cat Sanctuary.	0.60
12/13/2018	BJS	Review correspondence from Barry Trombley re: Panther Ridge and follow up with staff, review FWC memorandum, draft follow up correspondence to Barry Trombley and MDC	0.70
12/17/2018	BJS	Telephone call with Barry Trombley and draft update correspondence to MDC	0.50
	MDC	Confer with BJS re: FWC items; review code cases; begin release of code lien (Kimes).	0.50
12/19/2018	BJS	Review correspondence and telephone call with Barry Trombley re: Panther Ridge, follow up with MDC	0.30
12/20/2018	MDC	Revise and find Release of Lien (Kimes), forward to Town; review materials for code hearings, attend code hearings.	2.00
12/26/2018	MDC	Telephone conference with BT, confer with BJS re: FWC, Big Cats.	0.30
12/27/2018	BJS	Begin draft correspondence to Florida Fish and Wildlife General Counsel, follow up legal research and draft update correspondence to Barry	

Code Enforcement Matters

Trombley and MDC re: Administrative Rules	HOURS	
	1.70	
FOR CURRENT SERVICES RENDERED	<u>10.10</u>	<u>2,070.50</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	5.10	\$205.00	\$1,045.50
BRIAN J. SHERMAN	5.00	205.00	1,025.00

TOTAL CURRENT WORK		2,070.50
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BALANCE DUE		<u>\$2,070.50</u>
-------------	--	-------------------

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES
 155 F Road
 Loxahatchee Groves FL 33470

ACCOUNT NO:
 STATEMENT NO:

Page: 1
 01/03/2019
 1574-1107609
 23372

Attn: William F. Underwood, II - Town Manager

Lox Groves adv. Duck Puddle (Trails Lawsuit)

		HOURS	
12/17/2018	MDC Telephone conference with Jamie Gavigan, update BU; review status of follow-up items from settlement.	0.30	
	FOR CURRENT SERVICES RENDERED	0.30	61.50
RECAPITULATION			
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
	MICHAEL D. CIRULLO	0.30	\$205.00
			<u>TOTAL</u>
			\$61.50
	TOTAL CURRENT WORK		61.50
	BALANCE DUE		<u>\$61.50</u>

MDC

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
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 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES
 155 F Road
 Loxahatchee Groves FL 33470

ACCOUNT NO:
 STATEMENT NO:

Page: 1
 01/03/2019
 1574-1107622
 23373

Attn: William F. Underwood, II - Town Manager

2018 Smiley/Brier Appeal

			HOURS	
11/28/2018	MDC	Review Order on relinquishment of jurisdiction.	0.20	
12/19/2018	MDC	Review materials, telephone conference with BT; prepare for 12/20 code hearing.	1.30	
12/20/2018	MDC	Review materials, prepare for hearing; meet with BT, BU; attend hearing; confer with Al Malefatto.	2.20	
12/26/2018	MDC	Review orders from 12/20 hearings, correspond with Al Malefatto on status of case, appeal.	0.40	
		FOR CURRENT SERVICES RENDERED	4.10	840.50
RECAPITULATION				
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
	MICHAEL D. CIRULLO	4.10	\$205.00	\$840.50
	TOTAL CURRENT WORK			840.50
	BALANCE DUE			\$840.50

MDC

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TOWN OF LOXAHATCHEE GROVES
 155 F Road
 Loxahatchee Groves FL 33470

ACCOUNT NO:
 STATEMENT NO:

Page: 1
 01/03/2019
 1574-1107624
 23374

Attn: William F. Underwood, II - Town Manager

adv. Smiley, Brier (Damages Lawsuit)

		HOURS	
12/03/2018	MDC Review status of case, forward Amended Complaint to Council.	0.30	
	FOR CURRENT SERVICES RENDERED	0.30	<u>61.50</u>
RECAPITULATION			
	<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>
	MICHAEL D. CIRULLO	0.30	\$205.00
			<u>TOTAL</u>
			\$61.50
	TOTAL CURRENT WORK		61.50
	BALANCE DUE		<u>\$61.50</u>

MDC

GOREN, CHEROF, DOODY & EZROL, P.A.
 Attorneys at Law
 3099 East Commercial Boulevard
 Suite 200
 Fort Lauderdale, Florida 33308
 Telephone (954) 771-4500

TOWN OF LOXAHATCHEE GROVES
 155 F Road
 Loxahatchee Groves FL 33470

Page: 1
 01/03/2019
 ACCOUNT NO: 1574-1107629
 STATEMENT NO: 23376

Attn: William F. Underwood, II - Town Manager

PBSO Law Enforcement Matters

		HOURS	
12/03/2018	MDC Continue research per Town Council.	0.40	
12/14/2018	MDC Begin letters to local, state agencies on law enforcement services.	0.40	
12/17/2018	MDC Prepare letters to AGO, FDLE, PBSO per Council direction.	1.10	
12/18/2018	MDC Finalize letters to PBSO, FDLE, AGO.	0.30	
12/19/2018	MDC Telephone conference with General Counsel for FDLE.	<u>0.40</u>	
	FOR CURRENT SERVICES RENDERED	2.60	<u>533.00</u>

RECAPITULATION

<u>TIMEKEEPER</u>	<u>HOURS</u>	<u>HOURLY RATE</u>	<u>TOTAL</u>
MICHAEL D. CIRULLO	2.60	\$205.00	\$533.00

TOTAL CURRENT WORK 533.00

BALANCE DUE \$533.00

MDC

**Town of Loxahatchee Groves, FLORIDA
Town Council AGENDA ITEM REPORT**

AGENDA ITEM NO. 7.d

MEETING DATE: 01/15/2019

PREPARED BY: Cheryl Miller

SUBJECT: Budget Amendment FY2019-01

1.BACKGROUND/HISTORY

Problem Statement: The FY 2019 Budget requires amendment to carryforward or transfer funds from FY 2018 to FY 2019 for the the WBI Drainage project (B Rd and other Town roads) as well as to allocate funding for Town Manager recruitment and selection, additional Planning & Zoning projects, review of OGEM loan and purchase of IT software, hardware, licensing and support.

Problem Solution: Adopt Budget Amendment FY2109-01 to amend the General Fund, the Drainage (LGWCD) Fund and the Capital Improvement Fund.

2.CURRENT ACTIVITY

The Town is currently proceeding with the projects noted above and requires the attached budget amendment to move forward.

3.ATTACHMENTS

Resolution 2019-01

4.FINANCIAL IMPACT

See Exhibit A to attached Budget Amendment Resolution

5.RECOMMENDED ACTION

Motion to approve Resolution 2019-01 of the Town Council of the Town of Loxahatchee Groves, Florida, adopting a budget amendment for the Town's budget for the fiscal year beginning October 1, 2018 and ending September 30, 2019; providing for severability, conflicts, and an effective date.

TOWN OF LOXAHATCHEE GROVES

RESOLUTION NO. 2019-01

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ADOPTING A BUDGET AMENDMENT FOR THE TOWN'S BUDGET FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018 AND ENDING SEPTEMBER 30, 2019; PROVIDING FOR SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 166.241(4), Florida Statutes, the Town may amend its adopted budget for the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, at any time within a fiscal year, and

WHEREAS, the Town Management has concluded a review of the budget and expenditures during the Fiscal Year beginning October 1, 2018 and ending September 30, 2019, and is recommending amendments to the Town's budget as set forth in **Exhibit "A"** hereto.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. Each "WHEREAS" clause set forth above is true and correct and herein incorporated by this reference.

Section 2. The Town's adopted budget for the Fiscal Year beginning October 1, 2018, and ending September 30, 2019, is hereby amended as set forth in **Exhibit "A"**, attached hereto and expressly made a part hereof.

Section 3. If any clause, section, or other part of this Resolution shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and shall in no way affect the validity of the remaining portions of this Resolution.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	Aye	Nay	Absent
DAVIS BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS ___ DAY OF JANUARY 2019.

TOWN OF LOXAHATCHEE GROVES, FLORIDA

ATTEST:

Mayor David Browning

Perla D. Underwood, Acting Town Clerk

Vice-Mayor Todd McLendon

APPROVED AS TO LEGAL FORM:

Council Member David DeMarois

Council Member Phillis Maniglia

Office of the Town Attorney

Council Member Anita Kane

EXHIBIT "A"

**BUDGET AMENDMENTS FOR THE FISCAL YEAR BEGINNING OCTOBER 1, 2018
AND
ENDING ON SEPTEMBER 30, 2019**

EXHIBIT A

GENERAL FUND Fiscal Year 2018-19

REVENUES					
ACCOUNT NO	Type	Title	FY 2019 Adopted	Change	FY 2019 Amended
001-01-38-381-38105	Other Sources	Transfer from Drainage Fund (LGWCD)	\$ -	13,000	13,000
001-01-38-381-38100	Other Sources	Transfer from Fund Balance	\$ -	\$59,500	\$59,500
Total Revenues & Other Sources			\$ -	\$72,500	\$72,500

APPROPRIATIONS					
ACCOUNT NO	Type	Title	FY 2019 Adopted	Change	FY 2019 Amended
001-10-51-511-53100	Operating Expense	Professional Service	\$20,000	\$25,000	\$45,000
001-14-51-513-53200	Operating Expense	Professional Service	\$16,700	\$19,000	\$35,700
001-20-51-515-53450	Operating Expense	Planning & Zoning Contract	\$25,000	\$28,500	\$53,500
Total Expenditures & Other Uses			\$61,700	\$72,500	\$134,200

DRAINAGE FUND (LGWCD) Fiscal Year 2018-19

REVENUES					
ACCOUNT NO	Type	Title	FY 2019 Adopted	Change	FY 2019 Amended
105-01-38-381-38100	Other Sources	Transfer from Fund Balance	\$ -	\$16,700	\$16,700
Total Revenues & Other Sources			\$ -	\$16,700	\$16,700

APPROPRIATIONS					
ACCOUNT NO	Type	Title	FY 2019 Adopted	Change	FY 2019 Amended
105-50-53-538-54910	Operating Expense	Computer Hardware & Software	\$2,000	\$16,700	\$18,700
105-60-54-541-59101	Other Uses	Transfer to General Fund	\$ -	\$13,000	\$13,000
Total Expenditures & Other Uses			\$2,000	\$29,700	\$31,700

CAPITAL IMPROVEMENT FUND
Fiscal Year 2018-19

REVENUES					
ACCOUNT NO	Type	Title	FY 2019 Adopted	Change	FY 2019 Amended
305-01-38-381-38100	Other Sources	Transfer from Fund Balance	\$220,000	\$775,805	\$995,805
Total Revenues & Other Sources			\$220,000	\$775,805	\$995,805

APPROPRIATIONS					
ACCOUNT NO	Type	Title	FY 2019 Adopted	Change	FY 2019 Amended
305-60-54-541-56400	Capital Outlay	Drainage	\$ -	\$775,805	\$775,805
Total Expenditures & Other Uses			\$ -	\$775,805	\$775,805

RESOLUTION NO. 2019-02

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AMENDING A SCHEDULE FOR THE REGULAR TOWN COUNCIL MEETING DATES FOR FISCAL YEAR 2018—2019; PROVIDING FOR CONFLICTS, SEVERABILITY AND AN EFFECTIVE DATE.

WHEREAS, Resolution No. 2018-73 set forth a schedule for the regular Town Council Meeting Dates for Fiscal Year 2018-2019; and

WHEREAS, the Town Council of the Town of Loxahatchee Groves, Florida, desires to adopt an adjusted schedule for Town Council Meetings; and

WHEREAS, finds it in the best interest of the Town to confirm a uniform meeting calendar for conduct of business and public participation at Town meetings; and

WHEREAS, the identified amended Calendar Schedule for all regular Town Council Meetings for the period beginning October 1, 2018 through September 30, 2019, is hereby presented.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA AS FOLLOWS:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct, and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Council of the Town of Loxahatchee Groves hereby adopts Resolution No.2019-02 and amends the Town Council Meeting Schedule for Fiscal Year 2018/2019, beginning October 1, 2018, and ending September 30, 2019, as set forth in **Exhibit "A"** attached hereto.

Section 3. The Town Council may from time to time, by motion, add, modify,

change, and delete meetings from the attached Meeting Schedule as necessary to conduct the business of the Town of Loxahatchee Groves.

Section 4. All resolutions or parts of resolutions in conflict herewith are hereby repealed to the extent of such conflict.

Section 5. If any clause, section, other part, or application of this Resolution is held by any court of competent jurisdiction to be unconstitutional or invalid, in part or in application, it shall not affect the validity of the remaining portions or applications of this Resolution.

Section 6. This Resolution shall become effective upon adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS _____ DAY OF JANUARY 2019.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Perla D. Underwood, Acting Town Clerk

Mayor David Browning

Vice-Mayor Todd McLendon

Council Member David DeMarois

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Town Attorney

Council Member Anita Kane

COUNCIL MEETING SCHEDULE OCTOBER 1, 2018 TO SEPTEMBER 30, 2019

October 2018						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

November 2018						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

December 2018						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30	31					

October 2nd Town Hall Citizen Q&A Meeting
 October 2nd TC Meeting
 October 3rd TC Rollover Meeting if needed

November 6th Town Hall Citizen Q&A Meeting
 November 6th TC Meeting
 November 7th TC Rollover Meeting if needed

December 4th Town Hall Citizen Q&A Meeting
 December 4th TC Meeting
 December 5th TC Rollover Meeting if needed

January 2019						
S	M	T	W	T	F	S
		1	2	3	4	5
6	7	8	9	10	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

February 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28		

March 2019						
S	M	T	W	T	F	S
					1	2
3	4	5	6	7	8	9
10	11	12	13	14	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30
31						

January 1st Skip Holiday
 January 15th Town Hall Citizen Q&A Meeting
 January 15th TC Meeting
 January 16th TC Rollover Meeting if needed

February 5th Town Hall Citizen Q&A Meeting
 February 5th TC Meeting
 February 6th TC Rollover Meeting if needed

March 12th ELECTIONS
 March 19th Town Hall Citizen Q&A Meeting
 March 20th TC Meeting
 March 20th TC Rollover Meeting if needed

April 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30				

May 2019						
S	M	T	W	T	F	S
			1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	29	30	31	

June 2019						
S	M	T	W	T	F	S
						1
2	3	4	5	6	7	8
9	10	11	12	13	14	15
16	17	18	19	20	21	22
23	24	25	26	27	28	29
30						

April 2nd Town Hall Citizen Q&A Meeting
 April 2nd TC Meeting
 April 3rd TC Rollover Meeting if needed

May 7th Town Hall Citizen Q&A Meeting
 May 7th TC Meeting
 May 8th TC Rollover Meeting as needed

June 4th Town Hall Citizen Q&A Meeting
 June 4th TC Meeting
 June 5th TC Rollover Meeting if needed

July 2019						
S	M	T	W	T	F	S
	1	2	3	4	5	6
7	8	9	10	11	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

- July 2nd Skip – Holiday
- July 16th Town Hall Citizen A&A Meeting
- July 16th TC Meeting –set millage/solid waste
- July 17th TC Rollover Meeting as needed

August 2019						
S	M	T	W	T	F	S
				1	2	3
4	5	6	7	8	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

- August 6th Town Hall Citizen Q&A Meeting
- August 6th TC Meeting
- August 7th TC Rollover Meeting if needed
- Florida League of Cities Conference

September 2019						
S	M	T	W	T	F	S
1	2	3	4	5	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29						

- Sept. 3rd Town Hall Citizen Q&A Meeting
- Sept. 3rd TC Meeting Prelim. Tax Levy/Budget/Final Solid Waste Assessment
- Sept. 4th TC Rollover Meeting as needed
- Sept. 17th Town Hall Citizen Q&A Meeting
- Sept. 17th TC Meeting Final Tax Levy/Budget Hearing
- Sept. 19th TC Rollover Meeting as needed

RESOLUTION NO. 2019-03

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, SUPPORTING THE REQUEST BY PALM BEACH STATE COLLEGE TO THE FLORIDA LEGISLATURE FOR \$16.7 MILLION IN FUNDING FOR ITS PROPOSED DENTAL AND MEDICAL SERVICES TECHNOLOGY BUILDING AT ITS LOXAHATCHEE GROVES CAMPUS; URGING THE FLORIDA LEGISLATURE AND GOVERNOR TO APPROVE THIS REQUEST; PROVIDING FOR DISTRIBUTION OF THIS RESOLUTION; PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the current Palm Beach State College (PBSC) Dental Health Sciences Building houses the Dental Hygiene AS Program, the Dental Assisting PSAV Program and the Atlantic Coast Dental Research Clinic; and,

WHEREAS, PBSC has the only accredited Dental Hygiene and Assisting programs in Palm Beach County, its graduates have a 100% job placement rate with a growing demand for the profession, and its clinic provides advanced training for licensed dentists and hygienists, and clinical training for dental assisting students; and,

WHEREAS, the current PBSC facility at Lake Worth was built in 1962 and although renovated in 1999 and again in 2002, it cannot be retrofitted or renovated to meet current technology needed in the profession; and, in 2008, a report stated that it is more cost effective to demolish and construct a new building than to renovate; and,

WHEREAS, during the 2017 Legislative Session, the Florida Legislature appropriated \$5 million towards a new Dental and Medical Services Technology Building at the PBSC Loxahatchee Groves Campus, and the project has been on the State of Florida PECO request priority list since 2008 and is ranked 5th on this year's list; and

WHEREAS, the expected total cost for the project is currently \$21.7 million for an 80,000 square foot facility; and,

WHEREAS, the new building will be placed on the Loxahatchee Groves Campus; and,

WHEREAS, the Town Council of the Town of Loxahatchee Groves has been supportive of the development of the PBSC Loxahatchee Groves Campus since its inception, and believes that the proposed new Dental and Medical Services Technology Building at the PBSC Loxahatchee Groves Campus will be a benefit to the Town and the surrounding areas, and will provide opportunities for employment and studies to the residents of the Town and Palm Beach County; and,

WHEREAS, the Town urges the Florida Legislature and Governor to approve the funding request by PBSC for the Dental and Medical Services Technology Building at the PBSC Loxahatchee Groves Campus.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA:

Section 1. The foregoing "Whereas" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Resolution upon adoption hereof.

Section 2. The Town Council for the Town of Loxahatchee Groves hereby supports the request by Palm Beach State College (PBSC) to the Florida Legislature for \$16.7 million for its proposed new Dental and Medical Services Technology Building at the PBSC Loxahatchee Groves Campus. The Town Council urges the Florida Legislature to support and approve the request by PBSC and urges the Governor to approve such request if approved by the Florida Legislature

Section 3. The Town Clerk is hereby directed to provide copies of this Resolution to Palm Beach State College, the Palm Beach League of Cities with a request that it provide copies to all municipalities in Palm Beach County, the Palm Beach County Board of County Commissioners, the School Board of Palm Beach County, members of the Palm Beach County State Legislative Delegation, the Speaker of the Florida House of Representatives and President of the Florida Senate, and the Office of the Governor.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVE DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE

GROVES, FLORIDA, THIS ___ DAY OF _____ 2019.

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

_____, Town Clerk

Mayor Dave Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Todd McLendon

Town Attorney

Council Member Dave DeMarois

Council Member Phillis Maniglia

Council Member Anita Kane

RESOLUTION NO. 2019-04

A RESOLUTION OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, HONORING FIFTY YEARS OF MUNICIPAL HOME RULE IN THE FLORIDA CONSTITUTION AND COMMITTING TO AN EDUCATIONAL INITIATIVE TO HELP FLORIDIANS UNDERSTAND THIS BENEFICIAL RIGHT.

WHEREAS, Florida's voters placed municipal Home Rule powers into the Florida Constitution on November 5, 1068, during the regular elections as an amendment to Article VIII; and

WHEREAS, this power has enabled each city, town and village across the Sunshine state to consider, adopt, revise or remove its own laws without the need to seek legislative permission from the state and has further served as the foundation upon which every municipality builds its governmental structure; and

WHEREAS, the political climate within the Florida Legislature has recently included many attacks on these powers; and

WHEREAS, grassroots measures calling such actions wrong and declaring that local decisions be made at the local level by local officials must continue so that all legislators clearly understand Florida's Home Rule as a constitutional power and one upheld in state statutes; and

WHEREAS, a 50th anniversary is a fitting time for all municipalities to engage their respective citizens to educate them about the Florida Constitution and local laws, so that all Floridians may continue to receive the many benefits of Home Rule.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN OF LOXAHATCHEE GROVES:

SECTION 1. That this anniversary presents a tremendous opportunity to educate all citizens about Florida's Constitution, municipal government and Home Rule authority, and that all necessary resources shall be provided for such public information.

SECTION 2. That the Town of Loxahatchee Groves will actively challenge all efforts to reduce or erode this cherished right and further employ all efforts to ensure state and federal government partners understand that a one-size-fits-all approach to governance is not in the interests of Florida citizens.

SECTION 3. That the tradition of local decision-making in Florida is essential to protect, as it provides each municipality the ability to preserve and enhance the myriad characteristics that make each one uniquely special and that maintains its quality of like.

SECTION 4. That the Town of Loxahatchee Groves will include the information on its website, as a regular agenda item for public discussion and within the Town of Loxahatchee Groves services in as many outreach venues as possible.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THIS _____ DAY OF JANUARY 2019.

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Perla D. Underwood, Acting Town Clerk

Mayor David Browning

Vice-Mayor Todd McLendon

Council Member David DeMarois

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Town Attorney

Council Member Anita Kane

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 7.h
MEETING DATE: 01/15/2019

PREPARED BY: William F. Underwood, II

SUBJECT: Work Authorization Land Research Management

1.BACKGROUND/HISTORY

Problem Statement: The Town Council moved to have Land Research Management (LRM) fully support the RETGAC Committee.

Problem Solution: Authorize attached work authorization for LRM to fully support the RETGAC Committee.

2.CURRENT ACTIVITY

LRM prepared the attached work authorization for Council consideration to perform all functions necessary to fully support the RETGAC Committee.

3.ATTACHMENTS

Work Authorization

4.FINANCIAL IMPACT

Work is performed at an hourly rate of \$125 and is estimated to be \$2,375 monthly or \$28,500 annually.

The proposed budget assumes 19 hours monthly based upon the estimated number of monthly RETAG Advisory Committee meetings and pre and post-meeting work activities resulting from Committee directives. As associated work activities, specifically Special Committee Requests, can potentially exceed the budgeted number of hours, additional funding may be requested during the course of RETAG Advisory Committee activity.

The budget for Planning and Zoning professional services for FY2019 totals \$25,000. Accordingly, the \$28,500 for support of the RETGAC Committee has been included in Budget Amendment 2091-01.

5.RECOMMENDED ACTION

Motion to adopt Resolution 2019-____.

RESOLUTION NO. 2019-05

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, AUTHORIZING AND APPROVING THE TOWN PLANNER’S WORK SCOPE IN RELATION TO THE TOWN’S RETGAC COMMITTEE; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, the Town Council at its meeting held on December 4, 2018, authorized the Town Planner to submit a work authorization to fully support the Town’s RETGAC Committee.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. The Town Council hereby authorizes and approves the Work Scope submitted by Land Research Management (“LRM”) to fully support the Town’s RETGAC Committee, attached hereto as Exhibit “A” to this resolution.

Section 3. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHLLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS _____ DAY OF JANUARY 2019.**

ATTEST:

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

Perla D. Underwood, Acting Town Clerk

Mayor David Browning

Vice-Mayor Todd McLendon

Council Member David DeMarois

APPROVED AS TO LEGAL FORM:

Council Member Phillis Maniglia

Town Attorney

Council Member Anita Kane

EXHIBIT A

LRM WORK ORDER PROPOSAL

RETAG ADVISORY COMMITTEE SUPPORT SCOPE OF SERVICES

I. Scope of Services

A. Meetings with RETAG Advisory Committee (average 2 per month)

1. Agenda/meeting backup prep – 2 hours/meeting
2. Meeting attendance – 2 hours/meeting
3. Minutes – 1 hour per meeting

B. Special RETAG Advisory Committee Requests

1. Research specific topics requested by RETAG – 7 hours/month
2. Prepare Agenda Information Reports – 2 hours per month.

II. Budget: The proposed budget is based upon the estimated number of monthly RETAG Advisory Committee meetings and pre and post-meeting work activities resulting from Committee directives. As associated work activities, specifically Special Committee Requests, can potentially exceed the budgeted number of hours, additional funding may be requested during the course of RETAG Advisory Committee activity.

A. Average Monthly Work Activity: Tasks A and B, above = 19 hours.

B. Average Monthly Budget: 19 hours x \$125/hour = \$2,375.00

Date: December 22, 2018.

Jim Fleischmann

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 7.i
MEETING DATE: 01/15/2019

PREPARED BY: William F. Underwood, II

SUBJECT: Review of OGEM Loan disbursements and repayment of any funds left over from the completed projects, and other accounting matters

1.BACKGROUND/HISTORY

Problem Statement: With both District and Town auditors unable to complete the desired independent review of the OGEM activity, the Town Council directed Staff to obtain an additional outside proposal for performing the necessary review.

Problem Solution: Authorize attached proposal from Richard E. Hartley, CPA to perform the review and other necessary accounting procedures.

2.CURRENT ACTIVITY

Richard E. Hartley, CPA prepared the attached proposal for to perform the review and other necessary accounting procedures.

3.ATTACHMENTS

Proposal from Richard E. Hartley, CPA

4.FINANCIAL IMPACT

Work is performed at an hourly rate of \$60 to \$100 and is estimated to range between \$12,000 to \$19,000 depending on the issues that arise. Any additional service fees will be agreed upon prior to any work being performed. The funding for these services has been included in Budget Amendment 2091-01.

5.RECOMMENDED ACTION

Motion to adopt Resolution No. 2019-DD04 Approving Accounting Proposal from Richard Hartley CPA Relative to Review of OGEM Loan disbursements and repayment of any funds left over from the completed projects, and other Fiscal Year 2018 accounting matters.

RESOLUTION NO. 2019-06

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, APPROVING A PROPOSAL FROM RICHARD E. HARTLEY, CPA, TO PROVIDE AN ACCOUNTING REVIEW RELATED TO THE DISTRICT OGEM LOAN DISBURSEMENTS AND OTHER NECESSARY ACCOUNTING PROCEDURES FOR THE FISCAL YEAR 2018; AUTHORIZING THE TOWN MANAGER TO EXECUTE AN AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND RICHARD HARTLEY, CPA; AND PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council finds it in the best interest of the Town to approve the accounting proposal from Richard Hartley, CPA, relative to the review of District OGEM loan disbursements and repayment of any funds left over from the completed projects, and other Fiscal Year 2018 accounting matters; and,

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. The Town Council hereby approves the accounting proposal from Richard Hartley, CPA, relative to the review of District OGEM loan disbursements and repayment of any funds left over from the completed projects, and other Fiscal Year 2018 accounting matters, attached hereto as Exhibit "A" to this Resolution.

Section 3. The Town Council hereby authorizes the Town Manager to execute an agreement in acceptable legal form consistent with the proposal, with Richard Hartley, CPA.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution. Council Member
seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVE DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ___ DAY OF _____ 2019.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

_____, Town Clerk

Mayor Dave Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Todd McLendon

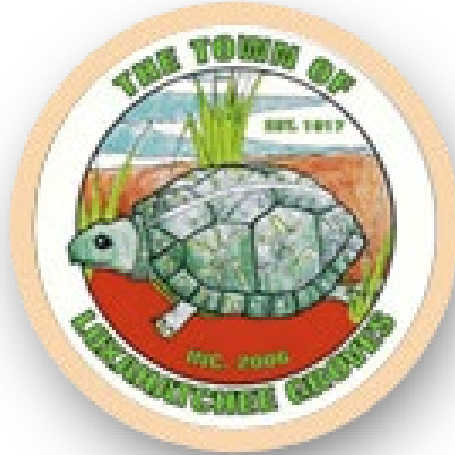
Town Attorney

Council Member Dave DeMarois

Council Member Phillis Maniglia

Council Member Anita Kane

*Town of Loxahatchee Groves,
Florida*



Request for Proposal

Accounting Policies and Procedures

Richard E. Hartley, CPA
rickhartleycpa@gmail.com
770-634-1606

Richard E. Hartley, CPA

December 21, 2018

Francine Ramaglia
Assistant Town Manager
Town of Loxahatchee Groves, Florida
155 F Road
Loxahatchee Groves, Florida 33470

Dear Francine Ramaglia:

In response to our discussion about the opportunity to provide assistance with the items listed below, I have included below a cost structure to meet the various needs of the Town in relation to the Town's accounting policies and procedures.

I understand from our discussion; the needs of the Town are as follows:

Scope of Services (As Needed Basis) Cost of Service (\$3,000 to \$5,000)

1. Review of Year End Bank Reconciliations and report to Town, including attending FAAC meeting, on:
 - a. Resolution of Blackbaud Implementation Issues
 - b. Transition of District accounting system (Intuit) to Town accounting system (Blackbaud) at transition date and at year end
 - c. Number of Bank Accounts necessary, including which accounts to close, entries necessary to transfer monies, and means of monthly reporting and allocation of interest earnings

Scope of Services (As Needed Basis) Cost of Service (\$4,000 to \$6,000)

2. Review and Reporting on Month End Closings to FAAC
 - a. Implement a monthly, quarterly and annual closing checklist for staff to follow, including necessary controls/staff assignments/internal reviews and signoffs to improve separation of duties
 - b. Outside review that procedures have been properly performed in accordance with checklist
 - c. Attend FAAC meeting to report compliance, and/or findings, as well as any items of significance

Scope of Services (As Needed Basis) Cost of Service (\$5,000 to \$8,000)

3. Review OGEM accounting (including District version and the Town prepared version) to ascertain necessary adjustments to District financial statements at date of transition, any liabilities assumed by Town as a result of consolidation and/or compliance issues associated with the OGEM accounting/use of funds.

Total Cost of Services above (\$12,000 to \$19,000)

Any additional services not included in the list above will be charged at an hourly rate between \$60/hr to \$100/hr depending on the type of service. Any additional services' fee will be agreed upon prior to any work being performed.

I appreciate the opportunity to serve the Town and looking forward to your response. Please feel free to contact me with any questions.

Sincerely,

Richard Hartley

Richard E. Hartley, CPA

Richard E. Hartley

215 Dove Trl | Bradenton, FL 34212 | (770) 634-1606 | rickhartleycpa@gmail.com

EMPLOYMENT HISTORY

Accounting Consultant

June 2013 - Current

Richard E. Hartley, CPA, Bradenton, FL

Serve as accounting consultant/part-time finance director for several local governments (municipalities, counties, development authorities, and special districts).

Duties Performed for Clients

- Assist in preparing monthly policies and procedures to keep financial information current.
- Preparation of annual financial statements and/or monthly financial statements.
- Prepare all audit schedules for external auditors.
- Review of all external auditors' financials statement findings and assist with resolution.
- External auditors' liaison to expedite the annual financial audit process.
- Preparation of AFR, DCA Report of Local Government Finances and LMIG status reports
- Report and present financial information to governing body
- Review audit proposals from external auditors.
- Assist clients in completing delinquent audits and keep audits current
- Assist with budget preparation.
- Liaison to the Florida Auditor General and Georgia Department of Audits and Accounts

Senior Manager to Partner

September 2003 – May 2013

Mauldin & Jenkins, LLC, Bradenton, FL/Atlanta, GA

Served as the audit engagement partner/manager on local government industry audits (municipalities, counties, school districts, and special districts), taking complete responsibility for engagements, including managing multiple client audits at any given time.

Major Accomplishments

- Served a client list of approximately \$1.2m in fees while in the Atlanta Office and grew client list to approximately \$500,000 since moving to Bradenton Office in June 2011.
- Instructed and exhibited at several governmental industry conferences.
- Actively participated in proposal development and requests for proposals in Atlanta and Bradenton.
- Served as audit manager on specific audits to train and assist audit staff.

Supervisor to Director

September 1995 – September 2003

Anderson, Hunt & Co. (merged with CBIZ in 1999), Atlanta, GA

Served as the audit engagement partner/manager on local governments, trucking companies, not for profits, and manufacturing companies. Responsible for managing a staff of audit managers, supervisors, and seniors in the audit department.

Major Accomplishments

- Converted the Firm's audit department to a paperless environment.
- Expanded use of Practitioners Publishers Company in the Firm.
- Supervised Peer Reviews for the Firm.

Intern to Supervisor

August 1990 – September 1995

Clifton, Lipford and Taylor, CPAs, Macon, GA

Served as the audit staff and supervisor on local governments, not for profits, and manufacturing companies and preparing individual and company tax returns. Served as part time controller for large not for profit and vehicle maintenance company.

CERTIFICATIONS

Certified Public Accountant (Florida & Georgia)

EDUCATION HISTORY

Georgia College, Milledgeville, GA, B.B.A. Accounting

1991

References – Local Governments(Florida)

Jupiter Inlet Colony, Florida

John Pruitt Town Administrator/Chief of Police 561-746-3787	Jude Goudreau Town Clerk 561-746-3787
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Lake Clarke Shores, Florida

Dan Clark Town Administrator 561-964-1515	Karen Varney Utilities Supervisor 561-964-1515
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Lake Park, Florida

Lourdes Cariseo Finance Director 561-881-3352	Dena Davis Chief Accountant 561-881-3352
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Ocean Ridge, Florida

Jamie Titcomb Town Manager 561-732-2635	Tracey Stevens Town Clerk/Treasurer 561-732-2635
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Pahokee, Florida

Chandler Williamson City Manager 561-924-5534	Batista Francis Finance Director 561-924-5534
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References - Auditor

Nowlen, Holt & Miner, P.A.
Terry Morton, CPA
Ron Bennett, CPA
Partners
561-659-3060
Auditor for references above

References – Local Governments(Georgia)

Bremen, Georgia

Perry Hicks
City Manager
770-537-2331

Amy Ridley
City Clerk
770-537-2331

Bowdon, Georgia

Gary Bullock
City Manager
770-258-8980

Susan Pierce
City Clerk
770-258-8980

Haralson County, Georgia

Alison Palmer
County Clerk
770-646-2002

Don Johnson
Finance Director
770-646-2002

References - Auditor

Will M. Robinson, CPA, P.C.

Will Robinson, CPA
Partner
770-836-4943
Auditor for references above

TOWN OF LOXAHATCHEE GROVES

INTER-OFFICE CORRESPONDENCE

MEMORANDUM NO. 2019-01

TO: Mayor David Browning
Members of the Town Council
William Underwood, Town Manager

FROM: Michael D. Cirullo, Jr., Office of the Town Attorney *MDC*

DATE: January 15, 2019

RE: Town of Loxahatchee Groves/Keith Harris v. Town of Loxahatchee Groves
Canvassing Board, et. al., Palm Beach County Circuit Court Case No.
502015CA003454XXXXMB – Consent to Dismissal of Lawsuit

Recall this case was filed as a challenge to the March, 2015, Town Election. The case remains pending. In October, 2018, the other parties to the lawsuit, Supervisor of Elections Susan Bucher and Former Councilmember Ryan Liang, were dismissed by Agreed Orders with the parties agreeing to bear their own attorney's fees and costs.

On December 18, 2018, Mr. Harris' counsel contacted this office and inquired whether the case could be closed out with a dismissal by Mr. Harris and each party bearing their own attorneys fees and costs – the same terms under which Ms. Bucher and Mr. Liang were dismissed.

Although the Town as an entity was not named as a defendant, its Charter-created sub-body, the 2015 Canvassing Board, is a party. Under these circumstances, the Town Council should confirm the proposal.

It is the recommendation of this office that the Town agree to the dismissal with each side bearing its own fees and costs. First, there is no basis for recovering attorneys' fees (approx. \$6000.00) for the Town. Second, the costs incurred in the litigation are nominal, approximately \$100.00. Third, it would permit this chapter of the Town's history to close without any further expense to either party.

As a result, the Town Attorney's Office is requesting the Town Council consent to the dismissal with each party bearing their own attorney's fees and cost.

MDC

Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 7.k
MEETING DATE: 1/15/2019

PREPARED BY: Francine Ramaglia, Assistant City Manager

SUBJECT: Implementation of 125 Plan providing for health and medical insurance premiums, Health Reimbursement Accounts (HRA), Flexible Spending Accounts (FSA), Retirement Health Savings (RHS), and supplemental insurances

1. BACKGROUND/HISTORY

Problem Statement: Section 125 plans offer the ability for the Town and its employees to make tax-free contributions for medical/dental/vision, etc. premiums and for creation of Health Reimbursement Accounts (HRA), Flexible Spending Accounts (FSA), Retirement Health Savings (RHS), and supplemental insurances ready for implementation pursuant to direction at December council meeting.

Problem Solution: Adopt Resolution No. 2019-___ implementing a Section 125 plan providing for Health Reimbursement Accounts (HRA), Flexible Spending Accounts (FSA) administered through JAG Enterprises, LLC d.b.a. BenefitsWorkshop .

2. CURRENT ACTIVITY

Pursuant to direction at the December 4, 2018 Council meeting, the following insurance coverages were renewed:

	Renewals		
Medical	\$	46,260	UHC
Dental/Vision	\$	1,695	Assurant (SunLife)
Disability and Life	\$	3,935	Guardians

As further directed at the December meeting, staff worked with the Gehring group to implement a Section 125 plan including Health Reimbursement Accounts (HRA), Flexible Spending Accounts (FSA), Retirement Health Savings (RHS), and supplemental insurances available. The 125 plan will reduce the tax effect on the Town and its employees for contributions for medical/dental/vision, etc. premiums and offset deductibles and out of pocket maximums for employees and those with “family plus” coverage will incur. Participation would be at employee option requiring no current contribution by the Town at this time. Lastly, employees receiving stipends or who otherwise opt out of insurance coverages may choose to have their premium either contributed to the 125 plan accounts, paid directly to other providers or as a distribution included in payroll.

The Gehring Group explored benefit administrators who could provide its employees with the ability to have employee benefit contributions payroll deducted on a tax-free basis. JAG Enterprises, LLC,

operating under the name Benefits Workshop, offered the most competitive proposal to provide this option.

Benefits Workshop will administer the program including the following eligible benefits:

- Premiums for medical and dental insurance
- Flexible Spending Accounts (FSAs) for health expenses and work-related dependent day care
- Voluntary insurance not sponsored by the employer providing coverage for specific medical expenses (AFLAC)

BenefitsWorkshop works with more than 300 other employers including large and small public-sector entities in Florida. The administration fees associated the above three benefits are \$60.00 monthly per employee. Additional services include plan documents for the above benefits at \$100 each document and each change in the future, if and as needed. Much of the costs can be offset with the lower FICA taxes the Town would otherwise pay if these plans are introduced.

Implementation of the program and the corresponding administrative services agreement will be effective February 1, 2019.

Separate documents with respect to the Retirement Health Savings (RHS) administered through the ICMA will be on the next agenda.

3. ATTACHMENTS

- Resolution 2019-__
- Administrative Services Agreement with JAG Enterprises, LLC d.b.a. Benefits Workshop
- Recommendations from Gehring Group
- 125/HRA/FSA Narrative
- Proposal for Administrative & Support Services from JAG Enterprises, LLC d.b.a. Benefits Workshop
- AFLAC offerings (Cancer care, hospital stay, accidental injury, critical care, additional dental and vision)

4. FINANCIAL IMPACT

There is a total of \$64,730 in the Town's budget of which approximately \$52,000 covers premium costs with the cost of implementing/administering the Section 125 Plan estimated at approximately \$4,500 for a total estimated annual insurance cost of \$56,500.

5. RECOMMENDED ACTION

Adopt Resolution 2019-__ Implementing a Section 125 plan providing for Health Reimbursement Accounts (HRA), Flexible Spending Accounts (FSA) administered through JAG Enterprises, LLC d.b.a. BenefitsWorkshop.

RESOLUTION NO. 2019-07

A RESOLUTION OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, IMPLEMENTING A SECTION 125 PLAN FOR HEALTH AND MEDICAL INSURANCE PREMIUMS, FLEXIBLE SPENDING ACCOUNTS (FSA), HEALTH REIMBURSEMENT ACCOUNTS (HRA), RETIREMENT HEALTH SAVINGS (RHS), AND SUPPLEMENTAL INSURANCES FOR TOWN EMPLOYEES; APPROVING AN ADMINISTRATIVE SERVICES AGREEMENT BETWEEN THE TOWN OF LOXAHATCHEE GROVES AND JAG ENTERPRISES, LLC, D/B/A BENEFITS WORKSHOP, FOR BENEFITS ADMINISTRATIVE SERVICES, AND AUTHORIZING THE EXECUTION THEREOF; CONFIRMING RELATED EMPLOYEE BENEFIT OPTIONS AND RATIFYING INSURANCE RENEWALS; PROVIDING FOR AN EFFECTIVE DATE

WHEREAS, the Town Council finds it in the best interest of the Town to implement a Section 125 Plan for health and medical insurance premiums, Flexible Spending Accounts (FSA), Health Reimbursement Accounts (HRA), Retirement Health Savings (RHS) and supplemental insurances for Town employees; to confirm voluntary benefits through AFLAC to employees at no cost to Town; and to ratify insurance renewals for employee benefits; and,

WHEREAS, the Town Council finds it in the best interest of the Town to enter into an Agreement with JAG Enterprises, LLC, d/b/a Benefits Workshop, attached hereto as Exhibit "A" for benefit administration services for Town employees.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

Section 1. The foregoing "WHEREAS" clause is hereby ratified and confirmed as being true and correct and is hereby made a specific part of this Resolution.

Section 2. The Town Council hereby authorizes the implementation of a Section 125 Plan for health and medical insurance, Flexible Spending Accounts (FSA), Health Reimbursement Accounts (HRA), Retirement Health Savings (RHS), and supplemental insurances for Town employees. The Town Council also confirms voluntary employee benefits

to be offered through AFLAC at no cost to the Town, and ratifies the renewals of insurance coverages by the Council at its December 4, 2018 meeting.

Section 3. The Town Council hereby approves and authorizes the execution of the agreement between the Town of Loxahatchee Groves and JAG Enterprises, LLC, d/b/a Benefits Workshop for benefits administrative services for the Town’s employees, attached hereto as Exhibit “A” to this Resolution.

Section 4. This Resolution shall become effective immediately upon its passage and adoption.

Council Member _____ offered the foregoing resolution. Council Member seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVE DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE
GROVES, FLORIDA, THIS ___ DAY OF _____ 2019.**

TOWN OF LOXAHATCHEE GROVES,
FLORIDA

ATTEST:

_____, Town Clerk

Mayor Dave Browning

APPROVED AS TO LEGAL FORM:

Vice Mayor Todd McLendon

Town Attorney

Council Member Dave DeMarois

Council Member Phillis Maniglia

Council Member Anita Kane

ADMINISTRATIVE SERVICES AGREEMENT

This Agreement has been entered into by, between and among

Town of Loxahatchee Groves
(hereinafter referred to as "Plan Sponsor")

and

JAG Enterprises, LLC, d.b.a. BenefitsWorkshop
(hereinafter referred to as "JAG")

JAG agrees to provide certain claims and administrative services with respect to a Health Reimbursement Arrangement program, a Health Care Flexible Spending Account and a Dependent Care Flexible Spending Account program for the provision of Internal Revenue Code Sections 105 and Section 129 plan benefits to employees (and their dependents) of Plan Sponsor as set forth in this Agreement.

In witness whereof, the parties have caused this Agreement to be signed by the respective, duly authorized officers as of the effective date.

Town of Loxahatchee Groves
(Plan Sponsor)

JAG Enterprises, LLC
d.b.a. BenefitsWorkshop (JAG)

by

by

(Title)

(Title)

Date

Date

In consideration of mutual promises set forth below, Plan Sponsor and JAG agree as follows:

I. RECITALS

- 1.1 The Plan. The Plan Sponsor has established a Health Reimbursement Arrangement program, A Section 125 Plan, a Health Care Flexible Spending Account and a Dependent Care Flexible Spending Account program for the provision of Internal Revenue Code Sections 105 and Section 129 for the provision of benefits to its employees and their dependents. These benefit programs are collectively referred to as the “Plan”. The Plan includes definitions of the benefits payable, conditions applicable to or limiting payment of benefits and the persons entitled to receive benefits.
- 1.2 Plan Description. The benefits, exclusions, limitations, conditions and the benefit levels of the Plan are as described in the Plan Document(s).
- 1.3 Expertise JAG has expertise in the administration of Internal Revenue Code Section 105 and Section 129 plans.
- 1.4 Retention of Services Plan Sponsor desires to retain JAG as the administrator for the limited purpose of providing certain administrative services as set forth in Section IV of this Agreement.
- 1.5 Scrutinized Companies. JAG, its principals or owners, certify that they are not listed on the Scrutinized Companies that Boycott Israel List, Scrutinized Companies with Activities in Sudan List, Scrutinized Companies with Activities in the Iran Petroleum Energy Sector List, or is engaged in business operations with Syria. In accordance with Florida Statute 287.135, as amended, a company is ineligible to, and may not, bid on, submit a proposal for, or enter into or renew a contract with any agency or local governmental entity for goods or services in any amount of, at the time bidding on, submitting a proposal for, or entering into or renewing such contract, the company is on the Scrutinized Companies that Boycott Israel List, created pursuant to s. 215.4725 or is engaged in a boycott of Israel. The Town may terminate this Agreement in the event that JAG is placed on the Scrutinized Companies that Boycott Israel List.

II. RELATIONSHIP OF THE PARTIES

- 2.1 Limitation of Authority. It is understood and agreed that Plan Sponsor has full and final authority and responsibility for the Plan and its operation. JAG shall not have any duty or power to act on behalf of Plan Sponsor in connection with the Plan other than as expressly stated in this Agreement.
- 2.2 Privity of Contract. This Agreement creates no rights or obligations between JAG and the persons covered under the Plan. It is understood and agreed that such persons are not, and shall in no event be construed as, third party beneficiaries of this Agreement and that no privity of contract shall exist between such persons and JAG.

- 2.3 Standard of Care. JAG may adopt reasonable policies, procedures, rules and interpretations to promote orderly and efficient administration of this Agreement. It is understood and agreed that the services to be performed by JAG under this Agreement necessarily require the exercise of judgment. JAG shall use ordinary care and diligence in the exercise of their powers and the performance of their duties hereunder; however, JAG shall not be liable for any act or omission unless such act or omission is not exercised in good faith. JAG shall not be liable for any loss resulting from any failure of Plan Sponsor to perform any of its duties in a timely manner. Notwithstanding any provision contained in this Agreement, JAG is responsible for any costs incurred by Plan Sponsor or claims against Plan Sponsor which result from JAG's negligence or failure to perform its duties under this Agreement.
- 2.5 Independent JAG. JAG is an independent JAG. Nothing in this Agreement shall create, or be construed to create, the relationship of employer and employee between Plan Sponsor and JAG, or as principal and agent other than as provided in this Agreement. Nor shall Plan Sponsor's agents, officers, or employees be considered or construed to be the employees of JAG for any purpose whatsoever.

III. TERM OF AGREEMENT

- 3.1 Term. This agreement will become effective February 1, 2019 ("Effective Date") and will remain in effect unless and until terminated as provided below.
- 3.2 Termination. This Agreement may be terminated by the Plan Sponsor at any time, for any reason, with thirty (30) days written notice to JAG. JAG may terminate the Agreement prior to the end of a plan year:
- 3.2.1 if there is a material failure of the Plan Sponsor to perform its obligations of the Agreement, and after providing written notice of sixty (60) days, during which the Plan Sponsor fails to cure the material failure to perform; or
 - 3.2.2 if the Agent of Record or the Plan Sponsor fails to pay all fees due within 60 days of the receipt of an invoice; or
 - 3.3.3 with ninety (90) days written notice before the end of a plan year.
- 3.3 Effect of Termination. All duties and obligations of Plan Sponsor and JAG shall cease upon termination of this Agreement, except that:
- 3.3.1 JAG shall cooperate fully to effect an orderly transfer of services to a new service provider; and
 - 3.3.2 Plan Sponsor shall be liable for all fees for services performed under this Agreement.

IV. SERVICES TO BE PERFORMED BY JAG

- 4.1 Claims Services. JAG will provide the following claims administrative services for Plan Sponsor with respect to claims presented to JAG for payment during the term of this Agreement ("Claims"):
- 4.1.1 Information. Provide information and assistance to Plan participants concerning claims for benefits under the Plan. Provide explanation of benefits for payments made and for denial of benefits. Provide claim forms as needed.
- 4.1.2 Claims Processing. Receive and process Claims received after the Effective Date and pay or deny such Claims for benefits on the basis of IRS guidelines and in accordance with the terms of the Plan Document.
- 4.1.3 Debit Card Processing. Issue debit cards to participants, receive and process debit card transactions after the Effective Date, and approve or deny such transactions on the basis of IRS guidelines and in accordance with the terms of the Plan Document. The use of the debit cards is not a requirement to receive reimbursement of eligible expenses.
- 4.1.4 Payment. Claims payments and debit card transactions will be made by JAG from an account ("Account") established by JAG. JAG will prepare checks for such Account and will provide the Plan Sponsor with periodic listings of all checks issued.
- 4.1.5 Claims Review Procedure. If a Plan participant files a written request to JAG for a review of any Claim or debit card transaction processed by JAG, the following procedure shall be implemented:
- (a) Initial Response by JAG. JAG will investigate the request and provide an appropriate written response to the participant within sixty (60) days after date of receipt of the request. Such response will include notification of a right of appeal to the Plan Sponsor.
- (b) Appeals. In the event a participant appeals to the Plan Sponsor, JAG will provide the Plan Sponsor with assistance and recommendations. It is understood and agreed that the Plan Sponsor is the final arbiter with respect to any and all benefits decisions.
- 4.1.6 Reports. Provide Plan Sponsor with management reports as mutually agreed upon by Plan Sponsor and JAG. Such reports shall include, at a minimum, a quarterly account summary report.
- 4.1.7 Payments in Error. If it is determined that any payment has been made under this Agreement on behalf of an ineligible person, for an ineligible expense, or if it has been determined that more or less than the correct amount has been paid by JAG, JAG shall, at the request of Plan Sponsor, make a reasonable effort to recover any such overpayment made or adjust any underpayment, but JAG will not be required to initiate court proceedings for any such recovery.

- 4.2 Plan Document Services. If requested by the Plan Sponsor, JAG will provide draft plan documents for the Section 125 Plan, the Health Reimbursement Account Plan, the Health Care Flexible Spending Account, and the Dependent Care Flexible Spending Account for review by the Plan Sponsor's legal counsel.

V. DUTIES OF PLAN SPONSOR

- 5.1 Employee Participation. Plan Sponsor shall furnish in a timely manner to JAG such information as may from time to time be required by JAG for the performance of their duties including, but not limited to, adequate and complete information regarding the name, address, Social Security Number, participation beginning and ending dates, and contributions for or by individual participants in the format specified by JAG. JAG shall not be responsible for payments made to or on behalf of plan participants due to the late reporting by the Plan Sponsor of participation ending.
- 5.2 Account Funding. The Plan Sponsor will, in a timely manner, fund the Account with employer contributions, employee contributions and other monies as necessary to cover all checks issued and debit card transactions. JAG is not responsible for funding the Account or paying any banking charges associated with checks refused due to insufficient funds. The Plan Sponsor understands that a mutually agreed level of funding must be deposited with JAG before disbursements can begin.
- 5.3 Payment of Fees for Services In consideration of the performance of the services by JAG as set forth in this Agreement, Plan Sponsor has agreed to pay all fees associated with these services.

VI. RIGHT TO AUDIT

- 6.1 JAG shall permit representatives of Plan Sponsor to audit and examine its records and accounts which pertain, directly or indirectly, to the Plan at such reasonable times as may be requested by Plan Sponsor.

VII. RECORDS

- 7.1 Maintenance. JAG agrees that they shall maintain adequate records of all transactions between providers, Plan Sponsor, and Plan participants for a minimum period of seven years (7) years. Such records shall then be destroyed unless the Plan Sponsor requests in writing that such records be sent to the Plan Sponsor or its authorized representative at the Plan Sponsor's expense in advance of their destruction.
- 7.2 Inspection. Such records shall be available during normal business hours for inspection by Plan Sponsor, its authorized representative or a duly authorized and properly identified governmental authority.
- 7.3 Public Records. The Town is public agency subject to Chapter 119, Florida Statutes. JAG shall comply with Florida's Public Records Law. Specifically, JAG shall:

Keep and maintain public records required by the Town to perform the service;

Upon request from the Town's custodian of public records, provide the Town with a copy of the requested records or allow the records to be inspected or copied within a reasonable time at a cost that does not exceed the cost provided in chapter 119, Fla. Stat., or as otherwise provided by law;

Ensure that public records that are exempt or that are confidential and exempt from public record disclosure requirements are not disclosed except as authorized by law for the duration of the contract term and, following completion of the contract, JAG shall destroy all copies of such confidential and exempt records remaining in its possession after JAG transfers the records in its possession to the Town; and

Upon completion of the contract, JAG shall transfer to the Town, at no cost to the Town, all public records in JAG's possession. All records stored electronically by JAG must be provided to the Town, upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

If JAG keeps and maintains public records upon the completion of the contract, JAG shall meet all applicable requirements for retaining public records. All records stored electronically must be provided to the Town upon request from the Town's custodian of public records, in a format that is compatible with the information technology systems of the Town.

The failure of JAG to comply with the provisions set forth in this Article shall constitute a Default and Breach of this Agreement and the Town shall enforce the Default in accordance with the provisions set forth in Section 13.

IF JAG HAS QUESTIONS REGARDING THE APPLICATION OF CHAPTER 119, FLORIDA STATUTES, TO JAG'S DUTY TO PROVIDE PUBLIC RECORDS RELATING TO THIS CONTRACT, CONTACT THE CUSTODIAN OF PUBLIC RECORDS AT:

**Town CLERK
155 F ROAD
LOXAHATCHEE GROVES, FL 33470
(561) 793-2418
vwalton@loxahatcheegrovesfl.gov**

VIII. ASSIGNMENT

- 8.1 Except for an assignment of any rights to receive payment of money, no assignment of any rights or delegation of any duties hereunder by any party shall be valid without the prior written consent of the other parties.

IX. GENERAL PROVISIONS

- 9.1 Applicable Law. This Agreement shall be governed by the laws of the State of Florida.
- 9.2 Effective Dates of Notices. If the mail is used to give any notice required hereunder, notice shall be deemed as given five (5) days after such notice is deposited in the United States mail with First Class postage prepaid and addressed to Plan Sponsor or JAG at the appropriate address. If the mail is not used, notice shall be deemed as given on the actual date the notice is received by the party to receive said notice.
- 9.3 Amendment No amendment to this Agreement shall be effective unless it is in writing, attached to or made a part of this Agreement, and it is executed by a duly authorized representative of Plan Sponsor and by an officer of JAG.
- 9.4 Additional Documentation JAG and Plan Sponsor agree to execute such additional documents as may be reasonable and necessary to carry out the provisions of this Agreement.
- 9.5 Entire Agreement This Agreement is the entire contract between the parties and supersedes any and all prior understandings or agreements between the parties whether oral or in writing.
- 9.6 Titles Titles or headings are not part of this Agreement and shall have no effect on the construction or legal effect of this Agreement.
- 9.7 Palm Beach County Office of Inspector General. The Inspector General of Palm Beach County has the authority to investigate and audit matters relating to the negotiation and performance of this Agreement, and in furtherance thereof may demand and obtain records and testimony from JAG and, any, if applicable, subcontractors and lower tier subcontractors. JAG understands and agrees that in addition to all other remedies and consequences provided by law, failure of JAG or, if applicable, subcontractors and lower tier subcontractors to fully cooperate with the Inspector General when requested will be deemed to be a breach of this Agreement. JAG shall be responsible for all costs incurred by it as a result of any review involving it by the Inspector General; and, in the event of an adverse determination caused by JAG, or if applicable, subcontractors and lower tier subcontractors. JAG shall be responsible for the Town's costs of such Inspector General review.

**Administrative Services Agreement - Schedule of Fees
Town of Loxahatchee Groves
Effective Date – February 1, 2019**

FSA/HRA Administration

The one-time implementation fee is waived. The monthly administration fee is \$6.00 per participant per month subject to a \$60.00 monthly minimum.

Optional Services

Optional services include draft plan documents for the above benefits at \$100 for each new document and each revision to documents in the future, if needed. Much of the costs can be offset with the lower FICA taxes the Town would otherwise pay if these plans are introduced.

If BenefitsWorkshop staff conducts the employee meetings, there will be a charge of \$75 per meeting plus reasonable travel expenses. There will be a minimum charge of \$300 per day (the equivalent of four meetings) for each representative from the BenefitsWorkshop made available to conduct meetings.

Debit cards

If elected by the employer, each FSA and/or HRA employee participant will receive one debit card. The participant may order additional cards or replace lost/stolen/damaged cards for a one-time fee of \$5.00 per card. This fee is charged to one of the participant's account balances. The employer does not pay this fee. JAG may choose which of the participant's accounts is used to pay this fee.

The use of the debit card does not eliminate the requirement that expenses be substantiated as eligible under IRS guidelines. The employer will be responsible for a minimum deposit of funds to activate the debit cards and prompt replenishment of disbursed funds. The employer is responsible for the operation of the plans and will assist JAG Enterprises, LLC/BenefitsWorkshop in recovering any overpayments which may result from the improper use of the debit cards and/or ineligible claims. JAG Enterprises, LLC/BenefitsWorkshop will not be liable for intentional or unintentional overpayments or any fraudulent use of the cards.

Acknowledged By:

(Plan Sponsor)

(Title)

(Date)



Executive Summary-Effective Date: February 1, 2019

Recommendations

Section 125 – Benefits Workshop

The Town of Loxahatchee Groves explored benefit administrators who could provide its employees with the ability to have certain employee benefit contributions payroll deducted on a tax-free basis. JAG Enterprises, LLC, operating under the name Benefits Workshop, offered the most competitive proposal to provide this option. In 1978, Section 125 of the Internal Revenue Code was created to allow employees to make contributions for qualified benefits with tax-free income. Benefits Workshop will administer the program including the following eligible benefits:

- Premiums for medical and dental insurance
- Flexible Spending Accounts (FSAs) for health expenses and work-related dependent day care
- Voluntary insurance not sponsored by the employer providing coverage for specific medical expenses (AFLAC)

Gehring Insurance respectfully recommends that the Town of Loxahatchee Groves select Benefits Workshop as its Section 125 plan implementation administrator effective February 1, 2019.

Health Reimbursement Account (HRA) – Benefits Workshop

The Town also looked at an option to implement a Health Reimbursement Account (HRA) that will be used to make up for the difference that currently exists between the benefit money the Town provides to employees on the employer-subsidized medical plan and those that opt-out of this plan and obtain coverage elsewhere. The employee would have to provide evidence of qualified group health insurance coverage to participate in the HRA. The Town would place the amount of the monthly benefit subsidy the employee would have received if covered by the Town's medical plan and deposit it into an HRA that employee can use for out-of-pocket medical, dental and vision expenses such as deductibles, copayments, coinsurance and for eligible expenses not covered by insurance. This will be tax-free to the employee. Employees will be provided with a debit card to access these funds, thereby eliminating the need to pay an expense first and then file a claim.

Unused funds each year would roll forward into the next plan year until the employee terminates employment or retires. The Town has the option to enter into an Agreement with ICMA-RC, a leading provider of Retiree Health Savings Accounts (RHSAs), to provide a RHSAs so that unused funds in the HRA when the employee terminates or retires can be rolled into this tax-free fund so the money can be used for future medical expenses and insurance premiums.

Similar to the Section 125 administration offering, Benefits Workshop provided the most competitive proposal for HRA administration. Gehring Insurance respectfully recommends that the Town of Loxahatchee Groves select Benefits Workshop as its HRA administrator effective February 1, 2019.

Flexible Spending Accounts (FSAs) – Benefits Workshop

Benefits Workshop provided the most attractive proposal for Flexible Spending Accounts (FSAs) administration. This offers employees with an opportunity for additional tax savings (and additional FICA savings for the Town). The FSAs allow employees to

set aside additional tax-free money for medical, dental and vision expenses, and work-related dependent day care. These are actually two different accounts solely funded by employees under Section 125. These are generally used by employees whose anticipated health care expenses exceed the amount paid by insurance and the HRA. The Dependent Care FSA can be used to produce greater savings than the Child Care Tax Credit available when one files their income taxes, if the employee must pay day care expenses for children under age 13 or other dependents including adults that are incapable of self-care if those expenses are necessary for the employee (and spouse if married) to work. Of course, other eligibility rules also apply. The FSAs can also be placed on the HRA debit card increasing the convenience for the employee.

Gehring Insurance respectfully recommends that the Town of Loxahatchee Groves select Benefits Workshop as its FSA administrator effective February 1, 2019.

Cost Analysis – Benefits Workshop

Benefits Workshop, in a show of its eagerness to earn The Town's business, has waived its one-time implementation fee. Their cost breakdown is as follows:

- Monthly administration fee: \$6.00 per participant per month subject to a \$60.00 monthly minimum (including one debit card).
- A total of \$100 for creation of HRA, FSA and Section 125 plan documents

-
- Details for any applicable cost analysis will be obtained by The Town from ICMA-RC for the Retirement Health Savings Accounts Administration.

Supplemental Insurance - AFLAC

- The Town examined voluntary supplemental insurance companies and identified AFLAC as its most attractive option in terms of plan offerings, service and competitive pricing. AFLAC is voluntary insurance 100% paid for by the employee on a payroll deducted basis providing coverage for specific medical expenses above and beyond and separate from the employer sponsored group plan. This coverage pays money directly to the employee in the event of certain services needed or illnesses acquired, as opposed to reimbursing a physician or medical facility, at a time when employees need it the most for income replacement.

Gehring Insurance respectfully recommends that the Town of Loxahatchee Groves select AFLAC as its voluntary supplemental insurance provider effective February 1, 2019.



Loxahatchee Groves Section 125/HRA/FSA Narrative

Section 125 Plan

The Internal Revenue Code offers many ways to reduce the taxes paid by both employers and employees. In 1978, Section 125 of the Code was created to allow employees to make contributions for qualified benefits with tax-free income. The eligible benefits include:

- Premiums for medical insurance, dental insurance, vision insurance and some life and disability insurance;
- Flexible Spending Accounts (FSAs) for health expenses and work-related dependent day care;
- Certain voluntary insurance not sponsored by the employer that provides coverage for specific medical-related expenses; and
- Individually-owned Health Savings Accounts (HSAs)

It works through a “salary reduction” process. If an employee wants a benefit that will cost him or her \$1,000, that employee can agree to accept less salary in return for the employer making the contributions on the employee’s behalf. This is possible because all of the listed benefits would be tax-free to the employee if the employer made the contributions. In essence, the employee is swapping taxable income for additional tax-free benefits.

There are participation rules such as the decision to participate must be made before benefits become available thereby avoiding constructive receipt of the income. Instead the decision is irrevocable unless the employee or a dependent experience a qualifying event such as marriage, divorce, gaining or losing employment, or a mid-year change in the cost of benefits or coverage.

The Town will also save on taxes because does not have to pay matching FICA contributions (Medicare and Social Security taxes) on the money the employee foregoes under Section 125. The Town will save 7.65% of contributions and the employees generally save about 32%.

Health Reimbursement Account

The Health Reimbursement Account (HRA) will be used to overcome a disparity that currently exists between the benefit money the Town provides to employees on the employer-subsidized medical, dental and vision plans; and those that obtain this coverage elsewhere. The employee would have to provide evidence of qualified group health insurance coverage to participate in the HRA. The Town would place the amount of the monthly benefit subsidy the employee would have received if covered by the Town’s medical plan and deposit it into an HRA that employee can use for out-of-pocket medical, dental and vision expenses such as deductibles, copayments, coinsurance and for eligible expenses not covered by insurance. This will be tax-free to the employee. Employees will be provided with a debit card to access these funds, thereby eliminating the need to pay an expense first and then file a claim.

Unused funds each year would roll forward into the next plan year until the employee terminates employment or retires. It is recommended that the Town enter into an Agreement with ICMA-RC to provide a Retiree Health Savings Account so that unused funds in the HRA when the employee terminates or retires can be rolled into this tax-free fund so the money can be used for future medical expenses and insurance premiums. Details can be provided by ICMA-RC or at their website: www.icmarc.org

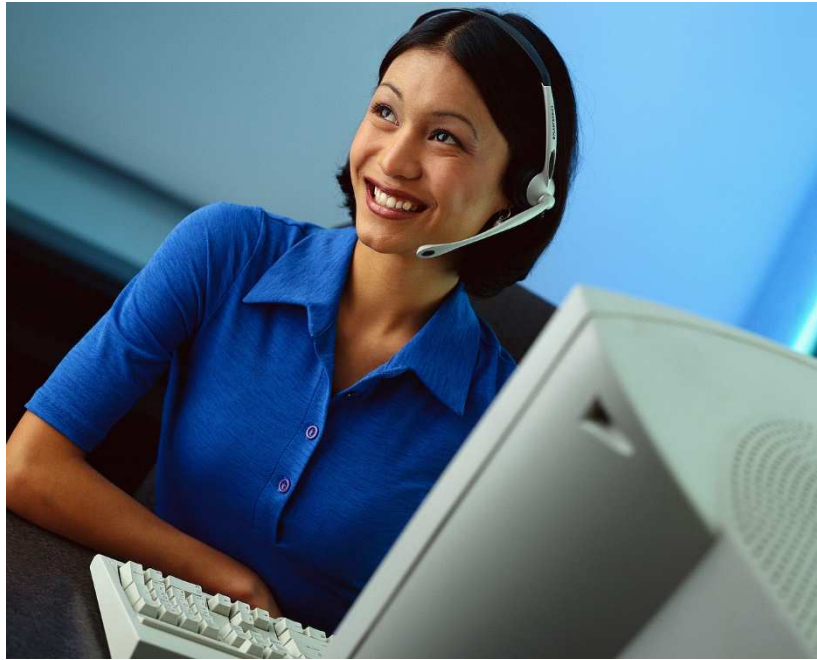
Flexible Spending Accounts

To provide employees with an opportunity for additional tax savings (and additional FICA savings for the Town), it is proposed that Flexible Spending Accounts (FSAs) be offered to employees. The FSAs allow employees to set aside additional tax-free money for medical, dental and vision expenses, and work-related dependent day care. These are actually two different accounts solely funded by employees under Section 125. These are generally used by employees whose anticipated health care expenses exceed the amount paid by insurance and the HRA. The Dependent Care FSA can be used to produce greater savings than the Child Care Tax Credit available when one files their income taxes, if the employee must pay day care expenses for children under age 13 or other dependents including adults that are incapable of self-care if those expenses are necessary for the employee (and spouse if married) to work. Of course, other eligibility rules also apply. The FSAs can also be placed on the HRA debit card increasing the convenience for the employee.

Costs

JAG Enterprises, LLC d.b.a. BenefitsWorkshop is willing to assist with the above plans. BenefitsWorkshop works with more than 300 other employers including large and small public-sector entities in Florida. The administration fees associated the above three benefits are \$6.00 per participant per month subject to a \$60.00 monthly minimum. Additional optional services include plan documents for the above benefits at \$100 each document and each change in the future, if needed. Much of the costs can be offset with the lower FICA taxes the Town would otherwise pay if these plans are introduced.

Flexible Spending Account (FSA) and Health Reimbursement Arrangement (HRA) Services



Presented To:
GEHRING INSURANCE

For:
TWON OF LOXAHATCHEE GROVES

January 4, 2019

**PROPOSAL FOR FSA AND FSA/HRA ADMINISTRATION AND SUPPORT SERVICES
PRESENTED BY
JAG ENTERPRISES, LLC / BENEFITSWORKSHOP**

Proposer Information

JAG Enterprises, LLC is a seventeen year old consulting company with more than 70 years of combined experience in employee benefits and 29 years of experience in using the tax code to make employee benefits work better. The company was founded by Larry Garrett who has implemented and administered plans for hundreds of public and private sector employers across the country. Larry also serves as consultant to Anthem Blue Cross and Blue Shield, the one of the largest health insurers in the country serving more than a dozen states.

Operating under the name “BenefitsWorkshop”, JAG Enterprises focuses on Section 125 Flexible Benefit Plans, Section 105 Health Plans including Health Reimbursement Arrangements and Flexible Spending Accounts, as well as Cafeteria Plans and COBRA administration. Our goal is to provide cost-effective support to employers concerned about rising benefit costs.



Why we are unique!

There are a number of reasons:

- Minimum three-year fee guarantees
- Real people answer the phone during work hours
- Debit cards for the FSA/HRA
- Auto-adjudication option means less documentation
- Online submission of mid-year elections and changes

We welcome feedback from our clients and strive to be the best in the business.

PROPOSED SERVICES

A. Scope of Proposal

There are three (3) components to this proposal. They include:

- FSA/HRA Plan Administration
- Optional Debit Card
- Optional FSA/HRA Support Services

The debit cards provide your employees with maximum flexibility and convenience when it comes to paying out-of-pocket expenses. The BenefitsWorkshop gives you several unique options that allow you to design an administrative and consulting relationship that meets your needs in a cost-effective manner.

Some employers may want to offer employees the convenience of a debit card for access to their FSA/HRA Account, and the optional FSA/HRA Support Services can work provide you with tools necessary to meet the compliance rules associated with these programs.

B. Strategic Planning

We will help you identify your long-term goals and objectives relative to the employee benefit program. This will lead to the development of an Employee Benefit Strategic Plan that will include a multi-year program of incremental changes to plan design and plan funding. This step will define the appropriate benefit structure for the first year of our relationship.

C. Implementation Planning

We will work with your benefits, human resource, and payroll personnel to jointly develop a detailed Implementation Plan based on your unique situation. The Implementation Plan clearly defines each step necessary for the successful completion of this phase. It addresses all areas including plan design, communication, payroll interfaces, training, enrollment, document flow, administration, and accounting issues. This planning process produces timetables, clearly defines the responsibilities of all parties, and identifies the services to be rendered under this proposal.

PROPOSED SERVICES

D. Communication

The following are the activities and materials necessary to properly communicate a Health Reimbursement Account. Additional services, such as employee surveys and custom videos, are available but they are generally unnecessary and the inclusion of those services increases costs.

1. Optional Benefits/Personnel/Payroll Staff Training

We can provide training aids for the members of your staff that will be involved in the communication, enrollment, and administration of your plan. The materials will cover all aspects of the plan including the following topics:

- a. Current legal environment
- b. Specific legislation affecting the Plan
- c. Benefits offered under the Plan
- d. Communication plan
- e. Enrollment process, roles and responsibilities
- f. Payroll processing
- g. Administration
- h. Claim filing
- i. Reporting

The training will typically occur after the implementation plan is complete but before the communication process begins.

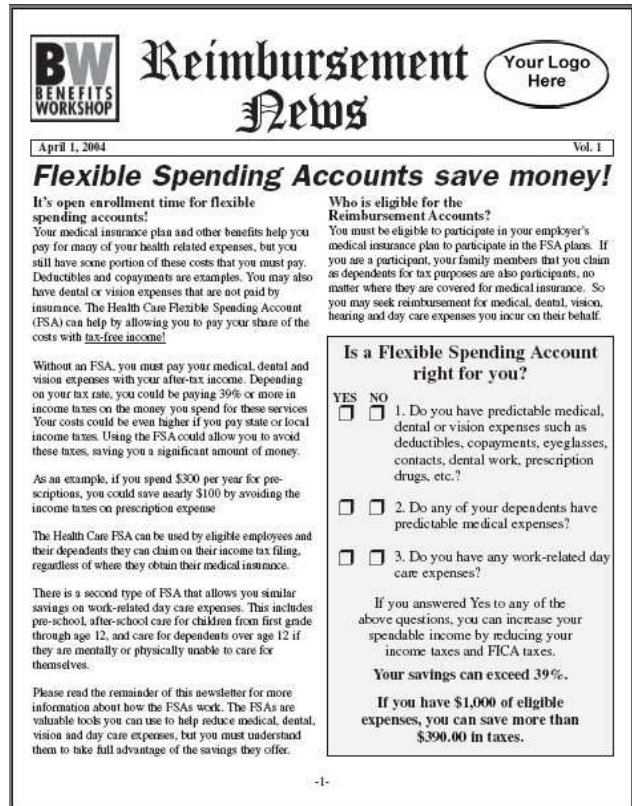
3. Employee Announcement Letter

We will assist in the drafting of a letter to employees explaining the upcoming benefit changes. This letter is normally printed on employer letterhead and distributed internally.

PROPOSED SERVICES

4. Simplified Educational Materials

We provide customized educational pamphlets give the employee the information necessary to understand the operation of the plan



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News**

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April 1, 2004 Vol. 1

Flexible Spending Accounts save money!

It's open enrollment time for flexible spending accounts!
Your medical insurance plan and other benefits help you pay for many of your health related expenses, but you still have some portion of these costs that you must pay. Deductibles and copayments are examples. You may also have dental or vision expenses that are not paid by insurance. The Health Care Flexible Spending Account (FSA) can help by allowing you to pay your share of the costs with tax-free income!

Without an FSA, you must pay your medical, dental and vision expenses with your after-tax income. Depending on your tax rate, you could be paying 39% or more in income taxes on the money you spend for these services. Your costs could be even higher if you pay state or local income taxes. Using the FSA could allow you to avoid these taxes, saving you a significant amount of money.

As an example, if you spend \$300 per year for prescriptions, you could save nearly \$100 by avoiding the income taxes on prescription expense.

The Health Care FSA can be used by eligible employees and their dependents they can claim on their income tax filing, regardless of where they obtain their medical insurance.

There is a second type of FSA that allows you similar savings on work-related day care expenses. This includes pre-school, after-school care for children from first grade through age 12, and care for dependents over age 12 if they are mentally or physically unable to care for themselves.

Please read the remainder of this newsletter for more information about how the FSAs work. The FSAs are valuable tools you can use to help reduce medical, dental, vision and day care expenses, but you must understand them to take full advantage of the savings they offer.

Who is eligible for the Reimbursement Accounts?
You must be eligible to participate in your employer's medical insurance plan to participate in the FSA plans. If you are a participant, your family members that you claim as dependents for tax purposes are also participants, no matter where they are covered for medical insurance. So you may seek reimbursement for medical, dental, vision, hearing and day care expenses you incur on their behalf.

Is a Flexible Spending Account right for you?

YES	NO	
<input type="checkbox"/>	<input type="checkbox"/>	1. Do you have predictable medical, dental or vision expenses such as deductibles, copayments, eyeglasses, contacts, dental work, prescription drugs, etc.?
<input type="checkbox"/>	<input type="checkbox"/>	2. Do any of your dependents have predictable medical expenses?
<input type="checkbox"/>	<input type="checkbox"/>	3. Do you have any work-related day care expenses?

If you answered Yes to any of the above questions, you can increase your spendable income by reducing your income taxes and FICA taxes.

Your savings can exceed 39%.

If you have \$1,000 of eligible expenses, you can save more than \$390.00 in taxes.

-1-

5. Forms

We will provide customized electronic versions of all forms necessary for the enrollment and administration of the FSA/HRA.

PROPOSED SERVICES

6. Optional Group Meetings

We will conduct employee meetings or train your staff to conduct the meetings. Every group is different and therefore has unique communication requirements. We cannot dictate, or even recommend, the best meeting format for your employees without going through the joint planning process. We have used a variety of techniques successfully and will be happy to help you decide which method, or combination of methods, is best for you. Our prices assume we will train your people to conduct the meetings and additional fees will be charged if we conduct any or all of the meetings.

7. Other Printed Media

We can produce individualized enrollment forms, model tax illustrations, Social Security impact statements, payroll stuffers, posters, flyers, and other communication pieces if desired. These items are not necessary and therefore are not included in the prices. Again, we can produce these pieces for our cost plus 10%.

PROPOSED SERVICES

8. Web-based support

We will provide your employees with web-based tools to assist in the enrollment and ongoing administration of the plan.

The image shows a sample web page for the Benefits Workshop for employees of ABC Corporation. The page features a header with the text "BENEFITS WORKSHOP" and a collage of images including a person in a white lab coat, a person in a blue shirt, and a person in a black shirt. Below the header is the ABC Corporation logo. The main content area is divided into several sections: "Welcome to the BenefitsWorkshop for Employees of ABC Corporation", "Have a question? Send us an e-mail." with an "E-mail" button, "SmartFlex Account Information" with links for "SmartFlex Transaction/Balance Inquiry" and "Order another SmartFlex Card", "Eligible Expenses" with links for "Health Reimbursement Account (HRA)", "Health Care Flexible Spending Account (FSA)", and "Dependent Care Flexible Spending Account (FSA)", and "Administrative Materials" with links for "Health Reimbursement Account (HRA) Plan Information", "Health Care FSA Plan Information", "Dependent (Child) Care FSA Plan Information", "Flexible Spending Account Election/Enrollment Form", and "Health Care Expense Documentation Form - (Debit or Claim)". A footer note states: "You must have Acrobat Reader to view or print some of these materials. If you do not, click".

Sample Employer-specific Web Page

Specific tools include examples of the communication materials, lists of eligible expenses, as well as enrollment and claims forms they can print or download.

PROPOSED SERVICES

E. Outsourced Administration

There are several administrative options available, depending on your desired degree of involvement in administration. This option assumes delegation of the FSA/HRA reimbursement functions.

1. Banking Options

We offer you the opportunity to decide how the money deducted from your employees' pay is handled. We can let you hold the money, issue and sign the checks, and maintain the bank account or we can do it all for you. We also have a couple of hybrid approaches, which permit us to split the responsibilities. The option selected will not affect the price of administration.

2. Reimbursement Account Processing

We will handle all of the reimbursement processing, or you can be involved if desired. The prices quoted assume we will do all of the work.

We provide Reimbursement Claim Forms for participating employees. The forms request the employee's daytime telephone number. This permits us to call the employee when information is missing or clarification is needed, thus expediting claim processing.

All claims received during each week are reviewed on Friday. The process is this:

- a. Newly received payroll deductions are applied to the appropriate accounts.
- b. Previously pended claims are applied against the updated account balances.
- c. New claims are checked to make sure the employee has attached proof of expense and has signed the claim form stating that submitted expenses are eligible.
- d. Dependent Care claims equal to or less than the available balance are paid (subject to the minimum check amount established by the employer).
- e. Dependent Care claims in excess of the available balance are paid, up to the available balance, and the remainder is pended awaiting future contributions. The employee is notified in writing.
- f. Health Care claims are based on the participant's anticipated plan year contributions.
- g. Resulting checks and letters are mailed the following week. The checks can be drawn on any bank account, yours or ours. Please see the Banking Option paragraph for more details.

PROPOSED SERVICES

3. Reports

We offer a number of standard and custom administrative reports to assist you as a Plan Sponsor and Account Statements for Plan Participants. They are available on virtually any frequency up to and including daily.

4. Inquiries

Account information can be obtained via toll-free number or e-mail. Account information is also provided each time a claim is filed and statements are mailed to participants on a quarterly basis.

5. Debit Card Option

We can provide your employees with the ability to use a debit card to obtain funds from their Flexible Spending Accounts and Health Reimbursement Accounts. This allows them to avoid having to pay an expense first and then seek reimbursement. The IRS rules may require that the employee document the expense, but the ability to readily access the funds is greatly appreciated. A nominal deposit is required to assure immediate access to account balances.

The BenefitsWorkshop Benefits Card is also available as an option. This card is accepted at doctors' offices, pharmacies, clinics, hospitals, optometrists, and many day care centers.



PROPOSED SERVICES

F. Optional FSA/HRA Support Services

We can provide access to a web-based Flexible Spending Accounts and Health Reimbursement Account Support Service that provides information necessary for the proper operation of these plans, as well as tools to handle some of the more complicated tasks. The services include:

- Enrollment Procedures
- Definitions of Eligible Dependents
- Eligible expenses for the Flexible Spending Accounts and the Health Reimbursement Account
- Plan Document Creation *
- Guidance on Qualifying Events

* For review by your attorney

The FSA/HRA Support Service also includes unlimited telephone consulting to help with any questions you may have that are not answered on the BenefitsWorkshop web site.

PROPOSED SERVICES

FEE SCHEDULE

The fees quoted are based on the information provided in the Proposed Services section of this proposal and are subject to reasonable changes if any deviations or additions are requested.

FSA/HRA Administration

The one-time implementation fee is waived. The monthly administration fee is \$6.00 per participant per month subject to a \$60.00 monthly minimum.

If elected by the employer, each FSA and/or HRA employee participant will receive one debit card. The FSA/HRA participant may order additional cards or replace lost cards for a fee of \$5.00 per card. This fee is charged to the participant's FSA/HRA, not the employer.

Optional Services

Optional services include plan documents for the above benefits at \$100 for each new document and each revision to documents in the future, if needed. Much of the costs can be offset with the lower FICA taxes the Town would otherwise pay if these plans are introduced.

If BenefitsWorkshop staff conducts the employee meetings, there will be a charge of \$75 per meeting plus reasonable travel expenses. There will be a minimum charge of \$300 per day (the equivalent of four meetings) for each representative from the BenefitsWorkshop made available to conduct meetings.

Supplemental Insurance - Aflac

The Town examined voluntary supplemental medical insurance companies and identified Aflac as its most attractive option in terms of plan offerings, service and competitive pricing. Aflac is a voluntary supplemental medical insurance 100% paid for by the employee on, a payroll deducted basis.

Aflac coverage pays cash benefits directly to the insured in the event of specified illnesses or accident to help offset out of pocket expenses (not covered by traditional health plans) such as deductibles, co-payments, out-of-network charges and loss of income. They also include non-medical out-of-pocket expenses from travel and lodging, to meals, childcare and even the household mortgage.

Aflac's range of supplemental health insurance products, are available in a Section 125 "cafeteria-style" program, allowing employees to select the kind of coverage that's just right for them, and pay for that coverage themselves through pre-tax payroll deductions.



Re: Town of Loxahatchee Groves

Rate sheet prepared by Web User on 11/21/2018 9:31:52 PM.
 Florida Payroll Premium rates are Weekly for industry Class A.

The rates shown on this insert page are for illustration purposes only; they do not imply coverage.
 For more information about policy/plan benefits and limitations, please refer to the accompanying
 product brochure for each insurance policy/plan listed below.

Accident Advantage - 24-HOUR ACCIDENT OPTION 4 - Series A36000

	Premium	Total
18-75 INDIVIDUAL	\$4.92	\$4.92
18-75 NAMED INSURED/SPOUSE	\$8.07	\$8.07
18-75 ONE-PARENT FAMILY	\$8.79	\$8.79
18-75 TWO-PARENT FAMILY	\$12.72	\$12.72

AFLAC HOSPITAL CHOICE - Option 1 Benefit Amount 1000 - Series B40100

	Premium	EBR	HSSCR	Total
18-49 INDIVIDUAL	\$6.24	\$2.70	\$4.26	\$13.20
50-59	\$6.36	\$3.06	\$5.46	\$14.88
60-75	\$6.54	\$3.09	\$7.11	\$16.74
18-49 INSURED/SPOUSE	\$8.85	\$5.67	\$7.80	\$22.32
50-59	\$9.36	\$6.36	\$10.83	\$26.55
60-75	\$10.02	\$6.42	\$13.56	\$30.00
18-49 ONE-PARENT FAMILY	\$7.92	\$5.37	\$5.88	\$19.17
50-59	\$8.04	\$5.49	\$6.69	\$20.22
60-75	\$8.19	\$5.61	\$8.79	\$22.59
18-49 TWO-PARENT FAMILY	\$9.39	\$6.87	\$7.92	\$24.18
50-59	\$9.48	\$6.99	\$11.19	\$27.66
60-75	\$10.14	\$7.29	\$14.49	\$31.92

EBR*: Extended Benefit Rider Premium (Available for ages 18-75)

HSSCR*: Hospital Stay and Surgical Care Rider Premium (Available for ages 18-75)

*Note – The Extended Benefit Rider and Hospital Stay and Surgical Care Rider are not available with Option H.

AFLAC CANCER CARE PLAN PREMIER - Series A78400

	Premium	IDR* (5 units)	DCR*	SDR*	Total
18-75 INDIVIDUAL	\$12.72	\$1.50	\$0.00	\$0.21	\$14.43
18-75 INSURED/SPOUSE	\$22.14	\$3.30	\$0.00	\$0.39	\$25.83
18-75 ONE-PARENT FAMILY	\$12.72	\$1.50	\$0.21	\$0.21	\$14.64
18-75 TWO-PARENT FAMILY	\$22.14	\$3.30	\$0.21	\$0.39	\$26.04

IDR* = Optional Initial Diagnosis Rider (Series A-78050) premium 1-5 units

DCR* = Optional Dependent Child Rider (Series A-78051) premium

SDR* = Optional Specified Disease Rider (Series A-78052) premium



Re: Town of Loxahatchee Groves

Rate sheet prepared by Web User on 11/21/2018 9:31:52 PM.
 Florida Payroll Premium rates are Weekly for industry Class A.

The rates shown on this insert page are for illustration purposes only; they do not imply coverage.
 For more information about policy/plan benefits and limitations, please refer to the accompanying
 product brochure for each insurance policy/plan listed below.

CRITICAL CARE PROTECTION POLICY - Series A74300

Individual					One Parent Family				
Age	Premium	FOBBR	SHERR	Total	Age	Premium	FOBBR	SHERR	Total
18-35	\$3.90	\$0.51	\$0.27	\$4.68	18-35	\$6.63	\$0.54	\$0.30	\$7.47
36-45	\$5.52	\$0.93	\$0.63	\$7.08	36-45	\$7.83	\$0.99	\$0.63	\$9.45
46-55	\$8.16	\$1.11	\$1.02	\$10.29	46-55	\$10.08	\$1.14	\$1.02	\$12.24
56-70	\$11.28	\$1.23	\$1.44	\$13.95	56-70	\$14.22	\$1.29	\$1.47	\$16.98

Insured/Spouse					Two Parent Family				
Age	Premium	FOBBR	SHERR	Total	Age	Premium	FOBBR	SHERR	Total
18-35	\$7.50	\$1.02	\$0.51	\$9.03	18-35	\$8.49	\$1.05	\$0.54	\$10.08
36-45	\$9.93	\$1.89	\$1.05	\$12.87	36-45	\$10.80	\$1.95	\$1.14	\$13.89
46-55	\$15.27	\$2.22	\$1.77	\$19.26	46-55	\$16.20	\$2.25	\$1.92	\$20.37
56-70	\$21.78	\$2.46	\$2.70	\$26.94	56-70	\$23.31	\$2.52	\$2.85	\$28.68

FOBBR: First Occurrence Building Benefit Rider (Rider Form A74050FL)

SHERR: Specified Health Event Recovery Benefit Rider (Rider Form A74051FL)

DENTAL ESSENTIALS - Series A-82100R

	Premium	Orthodontic*	Cosmetic**	Total
18-70 INDIVIDUAL	\$5.37	\$5.46	\$5.91	\$16.74
18-70 ONE-PARENT FAMILY	\$9.39	\$5.97	\$5.91	\$21.27
18-70 INSURED/SPOUSE	\$9.45	\$5.97	\$5.91	\$21.33
18-70 TWO-PARENT FAMILY	\$13.53	\$5.97	\$5.91	\$25.41

* = Optional Orthodontic Rider (Series A82050) premium

** = Optional Cosmetic Rider (Series A82051) premium

VISION NOW - Series VSN100

Age	Individual	One Parent Family	Insured/Spouse	Two Parent Family
18-39	\$2.49	\$4.11	\$3.93	\$5.19
40-49	\$3.39	\$4.74	\$5.73	\$6.72
50-70	\$5.10	\$5.91	\$8.79	\$8.97

Aflac Accident Advantage

ACCIDENT-ONLY INSURANCE – OPTION 4

We've been dedicated to helping provide peace of mind and financial security for more than 60 years.



Aflac SmartClaim®
One Day Pay™

AFLAC ACCIDENT ADVANTAGE

ACCIDENT-ONLY INSURANCE – OPTION 4

Policy Series A36000

AA⁴

Be Prepared for Life's Unexpected Mishaps

Accidents can happen at any time. You could suffer an accidental injury while you are working around the house or walking into work. Or your child may get injured at basketball practice. When an accident happens, it can be costly. Even with major medical insurance, there may be out-of-pocket expenses that you'll have to pay.

In the event of an unexpected injury, Aflac can help protect your personal finances. We provide individuals and families affordable insurance that helps with expenses that may not be covered by major medical insurance. Aflac pays cash benefits directly to you (unless you specify otherwise), so you can use the cash for anything you want. Which means uncovered medical expenses won't break the bank if you are injured.

And since we can process your claim quickly, Aflac helps give you the peace of mind knowing you can spend more time recovering and less time worrying about bills.



The facts say you need the protection of the Aflac Accident Advantage insurance policy:

FACT NO. 1

ABOUT **1** OUT OF **8**

PEOPLE SEEK MEDICAL ATTENTION FOR AN INJURY.¹

FACT NO. 2

\$5,600

THE AVERAGE MEDICAL EXPENSES FOR AN ACCIDENTAL INJURY.¹

¹Injury Facts, 2015 Edition, National Safety Council.

Understand the difference Aflac can make in your financial security.

Aflac pays cash benefits for covered accidental injuries directly to you, unless assigned. Your own peace of mind and the assurance that your family will have help financially are powerful reasons to consider Aflac.

The financial impact of an accident is often surprising. Most people have expenses after an accident they never thought of before. From out-of-pocket medical costs to a temporary loss of income, your finances may be strained. If you or a family member suffered an accidental injury, can your finances handle it?

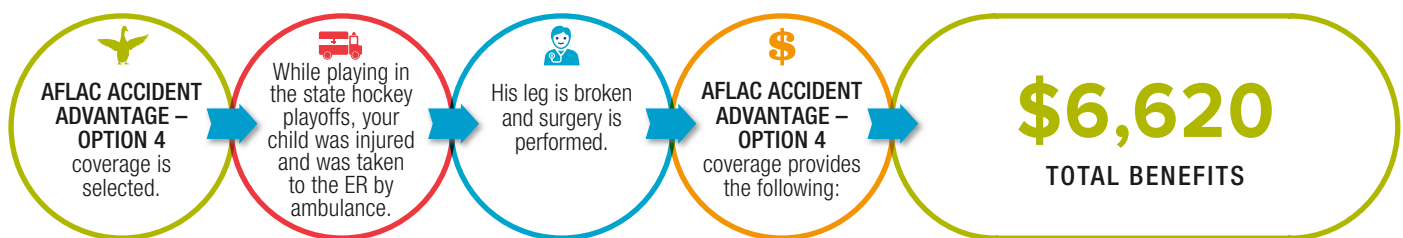
What does the Aflac Accident Advantage policy include?

- A wellness benefit payable for routine medical exams to encourage early detection and prevention.
- Benefits payable for fractures, dislocations, lacerations, concussions, burns, emergency dental work, eye injuries, and surgical procedures.
- Benefits payable for initial treatment, X-rays, major diagnostic exams, and follow-up treatments.
- Benefits payable for physical, speech, and occupational therapy.
- Daily hospitalization benefits payable for hospital stays, and additional daily benefits paid for stays in a hospital intensive care unit.

Why Aflac Accident Advantage may be the right choice for you:

- No underwriting questions to answer²
- No coordination of benefits—we pay regardless of any other insurance you may have
- No network restrictions—you choose your own health care provider
- Portable—take the plan with you if you change jobs or retire
- 24-hour accident insurance

How it works



The above example is based on a scenario for the Aflac Accident Advantage – Option 4 that includes the following benefit conditions: Ambulance Benefit of \$250 (ground ambulance transportation); Accident Treatment Benefit of \$200 (hospital emergency room treatment with X-rays); Accident Specific-Sum Injuries Benefit of \$2,000 (fractured leg (femur)—open reduction under anesthesia); Initial Accident Hospitalization Benefit of \$1,500; Accident Hospital Confinement Benefit of \$300 (hospitalized for 1 day); Major Diagnostic and Imaging Exams Benefit of \$250 (CT scan); Appliances Benefit of \$350 (wheelchair); Therapy Benefit of \$360 (9 physical therapy treatments); Accident Follow-Up Treatment Benefit of \$240 (6 follow-up treatments); Family Support Benefit of \$20 (hospitalized for 1 day); Family Lodging Benefit of \$150 (hospital and motel/hotel more than 50 miles from residence); and Organized Sporting Activity Benefit of \$1,000.

The policy has limitations and exclusions that may affect benefits payable. For costs and complete details of the coverage, contact your Aflac insurance agent/producer. This brochure is for illustrative purposes only. Refer to the outline of coverage and policy for complete benefit details, definitions, limitations, and exclusions.

²Association and associate-only accounts have one underwriting question. 2019-01-15 TC Agenda Packet 140 of 404

AFLAC ACCIDENT ADVANTAGE – OPTION 4 BENEFIT OVERVIEW

BENEFIT NAME	BENEFIT AMOUNT																
INITIAL ACCIDENT HOSPITALIZATION BENEFIT	\$1,500 when admitted for a hospital confinement of at least 18 hours or \$2,500 when admitted directly to an intensive care unit of a hospital for a covered accident, per calendar year, per covered person																
ACCIDENT HOSPITAL CONFINEMENT BENEFIT	\$300 per day, up to 365 days per covered accident, per covered person																
INTENSIVE CARE UNIT CONFINEMENT BENEFIT	Additional \$500 per day for up to 15 days, per covered accident, per covered person																
ACCIDENT TREATMENT BENEFIT	Payable once per 24-hour period and only once per covered accident, per covered person Hospital emergency room with X-ray: \$200 Hospital emergency room without X-ray: \$170 Office or facility (other than a hospital emergency room) with X-ray: \$150 Office or facility (other than a hospital emergency room) without X-ray: \$120																
AMBULANCE BENEFIT	\$250 ground ambulance transportation or \$1,875 air ambulance transportation																
BLOOD/PLASMA/PLATELETS BENEFIT	\$300 once per covered accident, per covered person																
MAJOR DIAGNOSTIC AND IMAGING EXAMS BENEFIT	\$250 per calendar year, per covered person																
ACCIDENT FOLLOW-UP TREATMENT BENEFIT	\$40 for one treatment per day (up to a max of 6 treatments), per covered accident, per covered person																
THERAPY BENEFIT	\$40 for one treatment per day (up to a max of 10 treatments), per covered accident, per covered person																
APPLIANCES BENEFIT	Benefits are payable for the medical appliances listed below: Back brace: \$350 Wheelchair: \$350 Walker: \$120 Body jacket: \$350 Leg brace: \$150 Walking boot: \$120 Knee scooter: \$350 Crutches: \$120 Cane: \$25 Payable once per covered accident, per covered person																
PROSTHESIS BENEFIT	\$1,000 once per covered accident, per covered person																
PROSTHESIS REPAIR OR REPLACEMENT BENEFIT	\$1,000 once per covered person, per lifetime																
REHABILITATION FACILITY BENEFIT	\$200 per day																
HOME MODIFICATION BENEFIT	\$4,000 once per covered accident, per covered person																
ACCIDENT SPECIFIC-SUM INJURIES BENEFITS	Pays benefits for the treatments listed below: DISLOCATIONS \$120–\$4,500 BURNS \$135–\$13,000 SKIN GRAFTS 50% of the burns benefit amount paid for the burn involved EYE INJURIES Surgical repair..... \$350 Removal of foreign body by a physician .. \$75 LACERATIONS Not requiring sutures \$40 Less than 5 centimeters \$90 At least 5 cm but not more than 15 cm . \$300 Over 15 centimeters \$600 FRACTURES \$150–\$4,000 CONCUSSION (brain) \$150 EMERGENCY DENTAL WORK Broken tooth repaired with crown \$500 Broken tooth resulting in extraction \$160 COMA \$12,500 PARALYSIS Quadriplegia \$12,500 Paraplegia..... \$6,250 Hemiplegia..... \$4,750 SURGICAL PROCEDURES \$250–\$1,500 MISCELLANEOUS SURGICAL PROCEDURES \$140–\$350 PAIN MANAGEMENT (NON-SURGICAL) Epidural..... \$100																
ACCIDENTAL-DEATH BENEFIT	<table border="1"> <thead> <tr> <th></th> <th>Common-Carrier Accident</th> <th>Other Accident</th> <th>Hazardous Activity Accident</th> </tr> </thead> <tbody> <tr> <td>INSURED</td> <td>\$250,000</td> <td>\$62,500</td> <td>\$10,000</td> </tr> <tr> <td>SPOUSE</td> <td>\$250,000</td> <td>\$62,500</td> <td>\$10,000</td> </tr> <tr> <td>CHILD</td> <td>\$37,500</td> <td>\$23,500</td> <td>\$5,000</td> </tr> </tbody> </table>		Common-Carrier Accident	Other Accident	Hazardous Activity Accident	INSURED	\$250,000	\$62,500	\$10,000	SPOUSE	\$250,000	\$62,500	\$10,000	CHILD	\$37,500	\$23,500	\$5,000
	Common-Carrier Accident	Other Accident	Hazardous Activity Accident														
INSURED	\$250,000	\$62,500	\$10,000														
SPOUSE	\$250,000	\$62,500	\$10,000														
CHILD	\$37,500	\$23,500	\$5,000														
ACCIDENTAL-DISEMEMBERMENT BENEFIT	\$300–\$50,000																
WELLNESS BENEFIT	\$60 once per calendar year																
FAMILY SUPPORT BENEFIT	\$20 per day (up to 30 days), per covered accident																
ORGANIZED SPORTING ACTIVITY BENEFIT	Additional 25% of the benefits payable, limited to \$1,000 per policy, per calendar year																
WAIVER OF PREMIUM BENEFIT	Yes																
TRANSPORTATION BENEFIT	\$700 per round trip, up to 3 round trips per calendar year, per covered person																
FAMILY LODGING BENEFIT	\$150 per night, up to 30 days per covered accident																

ACCIDENT-ONLY COVERAGE

ACCIDENT-ONLY COVERAGE

THE POLICY PROVIDES LIMITED BENEFITS.

**BENEFITS PROVIDED ARE SUPPLEMENTAL
AND NOT INTENDED TO COVER ALL MEDICAL EXPENSES.**

OUTLINE OF COVERAGE

This policy IS NOT A MEDICARE SUPPLEMENT policy. If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the company.

- (1) Read Your Policy Carefully.** This outline of coverage provides a very brief description of the important features of the coverage. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth in detail the rights and obligations of both you and Aflac. It is, therefore, important that you READ YOUR POLICY CAREFULLY!
- (2) Accident-Only coverage** is designed to provide, to persons insured, coverage for certain losses resulting from a covered accident ONLY, subject to any limitations contained in the policy. **Coverage is not provided for basic hospital, basic medical-surgical, or major medical expenses.**
- (3) Benefits.** Aflac will pay the following benefits as applicable if a Covered Person's Accidental-Death, Dismemberment, or Injury is caused by a covered accident that occurs on or off the job. Accidental-Death, Dismemberment, or Injury must be independent of Sickness or the medical or surgical treatment of Sickness, or of any cause other than a covered accident. A covered Accidental-Death, Dismemberment, or Injury must also occur while coverage is in force and is subject to the Limitations and Exclusions. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

HOSPITAL BENEFITS:

INITIAL ACCIDENT HOSPITALIZATION BENEFIT: Aflac will pay \$1,500 when a Covered Person is admitted for a Hospital Confinement of at least 18 hours for treatment of Injuries sustained in a covered accident or Aflac will pay \$2,500 if a Covered Person is admitted directly to an Intensive Care Unit of a Hospital for treatment for Injuries sustained in a covered accident. This benefit is payable only once per Period of Hospital Confinement (including Intensive Care Unit confinement) and only once per Calendar Year, per Covered Person. Hospital Confinements must start within 30 days of the accident.

ACCIDENT HOSPITAL CONFINEMENT BENEFIT: Aflac will pay \$300 per day when a Covered Person is admitted for a Hospital Confinement of at least 18 hours for treatment of

Injuries sustained in a covered accident. Aflac will pay this benefit up to 365 days per covered accident, per Covered Person. Hospital Confinements must start within 30 days of the accident. **The Accident Hospital Confinement Benefit and the Rehabilitation Facility Benefit will not be paid on the same day. The highest eligible benefit will be paid.**

INTENSIVE CARE UNIT CONFINEMENT BENEFIT: Aflac will pay an additional \$500 for each day a Covered Person receives the Accident Hospital Confinement Benefit and is confined and charged for a room in an Intensive Care Unit for treatment of Injuries sustained in a covered accident. This Intensive Care Unit Confinement Benefit is payable for up to 15 days per covered accident, per Covered Person. Hospital Confinements must start within 30 days of the accident.

SERVICE BENEFITS:

ACCIDENT TREATMENT BENEFIT: Aflac will pay the applicable amount shown below when a Covered Person receives treatment for Injuries sustained in a covered accident. This benefit is payable for treatment received under the care of a Physician at a(n):

Hospital Emergency Room with X-Ray	\$200
Hospital Emergency Room without X-Ray	\$170
Office or facility (other than a Hospital Emergency Room) with X-Ray	\$150
Office or facility (other than a Hospital Emergency Room) without X-Ray	\$120

Treatment must be received within 72 hours of the accident for benefits to be payable. This benefit is payable once per 24-hour period and only once per covered accident, per Covered Person.

AMBULANCE BENEFIT: Aflac will pay \$250 when a Covered Person requires ambulance transportation to a Hospital for Injuries sustained in a covered accident. Ambulance transportation must be within 72 hours of the covered

accident. Aflac will pay \$1,875 when a Covered Person requires transportation provided by an air ambulance for Injuries sustained in a covered accident. A licensed professional ambulance company must provide the ambulance service.

BLOOD/PLASMA/PLATELETS BENEFIT: Aflac will pay \$300 when a Covered Person receives blood/plasma and/or platelets for the treatment of Injuries sustained in a covered accident. This benefit does not pay for immunoglobulins and is payable only one time per covered accident, per Covered Person.

MAJOR DIAGNOSTIC AND IMAGING EXAMS BENEFIT: Aflac will pay \$250 when a Covered Person requires one of the following exams for Injuries sustained in a covered accident and a charge is incurred: computerized tomography (CT scan), computerized axial tomography (CAT), magnetic resonance imaging (MRI), or electroencephalography (EEG). These exams must be performed in a Hospital, Medical Diagnostic Imaging Center, a Physician's office, or an Ambulatory Surgical Center. This benefit is limited to one payment per Calendar Year, per Covered Person. No lifetime maximum.

AFTER CARE SERVICES:

ACCIDENT FOLLOW-UP TREATMENT BENEFIT: Aflac will pay \$40 per day when a Covered Person receives treatment for Injuries sustained in a covered accident and later requires additional treatment over and above treatment administered in the first 72 hours following the accident. Aflac will pay for one treatment per day for up to a maximum of six treatments per covered accident, per Covered Person. The treatment must begin within 30 days of the covered accident or discharge from the Hospital. Treatments must be received under the care of a Physician. This benefit is payable for acupuncture when furnished by a licensed certified acupuncturist. **The Accident Follow-Up Benefit is not payable for the same days that the Therapy Benefit is paid.**

THERAPY BENEFIT: Aflac will pay \$40 per therapy treatment when a Covered Person receives treatment for Injuries sustained in a covered accident and later a Physician advises the Covered Person to seek treatment from a licensed Occupational, Physical, or Speech Therapist. Occupational, physical, or speech therapy must be for Injuries sustained in a covered accident and must start within 30 days of the covered accident or discharge from the Hospital. Aflac will pay for one treatment per day for up to a maximum of ten treatments per covered accident, per Covered Person. The treatment must take place within six months after the accident. **The Therapy Benefit is not payable for the same days that the Accident Follow-Up Treatment Benefit is paid.**

APPLIANCES BENEFIT: Aflac will pay the applicable amount shown below when a Covered Person receives a medical appliance, prescribed by a Physician, as an aid in personal locomotion, for Injuries sustained in a covered accident. Benefits are payable for the following types of appliances:

Back brace	\$350
Body jacket	\$350
Knee scooter	\$350
Wheelchair	\$350
Leg brace	\$150
Crutches	\$120
Walker	\$120
Walking boot	\$120
Cane	\$25

This benefit is payable once per covered accident, per Covered Person.

PROSTHESIS BENEFIT: Aflac will pay \$1,000 when a Covered Person receives a Prosthetic Device, prescribed by a Physician, as a result of Injuries sustained in a covered accident. This benefit is not payable for repair or replacement of Prosthetic Devices, hearing aids, wigs, or dental aids to include false teeth. This benefit is payable once per covered accident, per Covered Person.

PROSTHESIS REPAIR OR REPLACEMENT BENEFIT: Aflac will pay \$1,000 when:

1. a Covered Person requires replacement of an existing Prosthetic Device for which benefits were previously paid under the Prosthesis Benefit. The replacement must occur 36 months or more after any previously paid Prosthesis Benefit, or
2. a Covered Person sustains damages, as a result of Injuries sustained in a covered accident, which require repair or replacement of an existing Prosthetic Device.

This benefit is not payable for hearing aids, wigs, or dental aids to include false teeth. This benefit is payable once per Covered Person, per lifetime.

REHABILITATION FACILITY BENEFIT: Aflac will pay \$200 per day when a Covered Person is admitted for a Hospital Confinement and is transferred to a bed in a Rehabilitation Facility for treatment of Injuries sustained in a covered accident and a charge is incurred. This benefit is limited to 30 days for each Covered Person per Period of Hospital Confinement and is limited to a Calendar Year maximum of 60 days. No lifetime maximum. **The Rehabilitation Facility Benefit will not be payable for the same days that the Accident Hospital Confinement Benefit is paid. The highest eligible benefit will be paid.**

HOME MODIFICATION BENEFIT: Aflac will pay \$4,000 for a home modification aid when a Covered Person suffers a Catastrophic Loss in a covered accident. This benefit is payable once per covered accident, per Covered Person.

ACCIDENT SPECIFIC-SUM INJURIES BENEFITS: When a Covered Person receives treatment under the care of a Physician for Injuries sustained in a covered accident, Aflac will pay specified benefits ranging from \$40–\$13,000 for dislocations, burns, skin grafts, eye injuries, lacerations, fractures, concussion, emergency dental work, coma, paralysis, surgical procedures, miscellaneous surgical procedures and pain management. See policy for specific amounts payable.

ACCIDENTAL-DEATH & DISMEMBERMENT BENEFITS:

ACCIDENTAL-DEATH BENEFIT: Aflac will pay the applicable lump-sum benefit indicated below for an Accidental-Death. Accidental-Death must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident.

Named Insured or Spouse-

Common-Carrier Accident	\$250,000
Other Accident	\$62,500
Hazardous Activity Accident	\$10,000

Child-

Common-Carrier Accident	\$37,500
Other Accident	\$23,500
Hazardous Activity Accident	\$5,000

Aflac will pay an additional 25 percent of the Accidental-Death Benefit when two or more Accidental-Deaths occur in the same covered accident. Accidental-Death must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident.

In the event of the Accidental-Death of a covered Spouse or Dependent Child, Aflac will pay you the applicable lump-sum benefit indicated above. If you are disqualified from receiving the benefit by operation of law, then the benefit will be paid to the deceased Covered Person’s estate unless Aflac has paid the benefit before receiving notice of your disqualification.

In the event of your Accidental-Death, Aflac will pay the applicable lump-sum benefit indicated above for your Accidental-Death to the beneficiary named in the application for the policy unless you subsequently changed your beneficiary. If you changed your beneficiary, then Aflac will pay this benefit to the beneficiary named in your last change of beneficiary request of record. If any beneficiary is a minor child, then any benefits payable to such minor beneficiary will not be paid until a guardian for the financial estate of the minor is appointed by the court or such beneficiary reaches the age of majority as defined by applicable state law. If any beneficiary is disqualified from receiving the benefit by operation of law, then the benefit will be paid as though that beneficiary died before you unless Aflac has paid the benefit before receiving notice of the beneficiary’s disqualification. If a beneficiary dies before you do, the interest of that beneficiary terminates. If a

beneficiary does not survive you by 15 days, then the benefit will be paid as though the beneficiary died before you unless Aflac has paid the benefit before receiving notice of the beneficiary’s death. If no beneficiary survives you, Aflac will pay the benefit to your estate.

ACCIDENTAL-DISEMPOWERMENT BENEFIT: Aflac will pay the applicable lump-sum benefit indicated below for Dismemberment. Dismemberment must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident. If a Covered Person does not qualify for the Accidental-Dismemberment Benefit but loses (with or without reattachment) at least one joint of a finger or toe, other than the first interphalangeal joint, we will pay the Partial Dismemberment Benefit.

Named Insured or Spouse-

Dismemberment or complete loss of, with or without reattachment:	
Both arms and both legs	\$50,000
Two eyes, feet, hands, arms or legs	\$50,000
One eye, foot, hand, arm, or leg	\$10,000
One or more fingers and/or one or more toes	\$2,000

Partial Dismemberment of finger or toe	\$700
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Child-

Dismemberment or complete loss of, with or without reattachment:	
Both arms and both legs	\$15,000
Two eyes, feet, hands, arms or legs	\$15,000
One eye, foot, hand, arm, or leg	\$5,000
One or more fingers and/or one or more toes	\$625

Partial Dismemberment of finger or toe	\$300
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Only the highest single benefit per Covered Person will be paid for Dismemberment. Benefits will be paid only once per Covered Person, per covered accident. If death and Dismemberment result from the same accident, only the Accidental-Death Benefit will be paid.

ADDITIONAL BENEFITS:

WELLNESS BENEFIT (a preventive benefit; the Accidental-Death, Dismemberment, or Injury of a Covered Person is not required for this benefit to be payable): Aflac will pay \$60 if you or any one Covered Person undergoes routine examinations or other preventive testing during the Calendar Year. Services covered are annual physical examinations, dental examinations, mammograms, Pap smears, eye

examinations, immunizations, flexible sigmoidoscopies, ultrasounds, prostate-specific antigen tests (PSAs), and blood screenings. This benefit is payable only once per policy, per Calendar Year. Service must be under the supervision of or recommended by a Physician, received while your policy is in force, and a charge must be incurred.

FAMILY SUPPORT BENEFIT: Aflac will pay \$20 for each day a Covered Person qualifies for benefits under the Accident Hospital Confinement Benefit. Aflac will pay this benefit up to 30 days per covered accident.

ORGANIZED SPORTING ACTIVITY BENEFIT: Aflac will pay an additional 25 percent of the benefits payable when a Covered Person receives treatment for Injuries sustained in a covered accident while participating in an Organized Sporting Activity. This benefit is not payable for Injuries that are caused by or occur as a result of a Covered Person's participating in any sport or sporting activity for wage, compensation, or profit, including officiating or coaching; or racing any type vehicle in an organized event. This benefit is limited to \$1,000 per policy, per Calendar Year.

WAIVER OF PREMIUM BENEFIT:

Employed: If you, due to Injuries sustained in a covered accident, are completely unable to do all of the usual and customary duties of your occupation or any occupation whatsoever, for more than 180 consecutive days while the policy is in force, Aflac will waive, from month to month, any premiums falling due during your continued inability. For premiums to be waived, Aflac will require an employer's statement (or proof of your inability to perform three or more ADLs) and a Physician's statement certifying your inability to perform said duties, and may each month thereafter require a Physician's statement that total inability continues.

Not Employed: If you, due to Injuries sustained in a covered accident, are completely unable to perform three or more of the Activities of Daily Living (ADLs) without Direct Personal Assistance for more than 180 consecutive days while the policy is in force, Aflac will waive, from month to month, any premiums falling due during your continued inability. For premiums to be waived, Aflac will require a Physician's statement certifying your inability to perform said activities, and may each month thereafter require a Physician's statement that total inability continues.

This Waiver of Premium Benefit is limited to a total maximum of 36 months per eligibility of the Waiver of Premium Benefit regardless of whether you are employed or not employed.

If you die and your Spouse becomes the new Named Insured, premiums will start again and be due on the first premium due date after the change. The new Named Insured will then be eligible for this benefit if the need arises.

While this benefit is being paid, Aflac may ask for and use an independent consultant to determine whether you can perform an ADL.

You must pay all premiums to keep the policy and any applicable rider(s) in force until Aflac approves your claim for this Waiver of Premium Benefit. You must also resume premium payment to keep the policy and any applicable rider(s) in force, beginning with the first premium due after you no longer qualify for Waiver of Premium Benefits.

TRANSPORTATION BENEFIT: Aflac will pay \$700 per round trip to a Hospital when a Covered Person requires Hospital Confinement for medical treatment due to an Injury sustained in a covered accident.

Aflac will also pay \$700 per round trip when a covered Dependent Child requires Hospital Confinement for medical treatment due to an Injury sustained in a covered accident if commercial travel (plane, train, or bus) is necessary and such Dependent Child is accompanied by any Immediate Family member.

This benefit is not payable for transportation to any Hospital located within a 50-mile radius of the site of the accident or residence of the Covered Person. The local attending Physician must prescribe the treatment requiring Hospital Confinement, and the treatment must not be available locally. This benefit is payable for up to three round trips per Calendar Year, per Covered Person. This benefit is not payable for transportation by ambulance or air ambulance to the Hospital.

FAMILY LODGING BENEFIT: Aflac will pay \$150 per night for one motel/hotel room for a member(s) of the Immediate Family that accompanies a Covered Person who is admitted for a Hospital Confinement for the treatment of Injuries sustained in a covered accident. This benefit is payable only during the same period of time the injured Covered Person is confined to the Hospital. The Hospital and motel/hotel must be more than 50 miles from the residence of the Covered Person. This benefit is limited to one motel/hotel room per night and is payable up to 30 days per covered accident.

(4) Optional Benefit

**Additional Accidental-Death Benefit Rider:
(Form A36050FL) Applied For: Yes No**

EXCEPTIONS, REDUCTIONS AND LIMITATIONS OF THE RIDER:
Aflac will not pay benefits under the rider for an Accidental-Death that is caused by or occurs as a result of a Hazardous Activity Accident. Refer to your policy for additional Limitations and Exclusions.

ACCIDENTAL-DEATH BENEFIT: Aflac will pay the applicable lump-sum benefit indicated below for an Accidental-Death. Accidental-Death must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident.

	<u>Named Insured</u>	<u>Spouse</u>	<u>Child</u>
Common-Carrier Accident	\$35,000	\$35,000	\$7,000
Other Accident	35,000	35,000	7,000

Aflac will pay an additional 25 percent of the Accidental-Death Benefit when two or more Accidental-Deaths occur in the same covered accident. Accidental-Death must occur as a result of an Injury sustained in a covered accident and must occur within 90 days of such accident.

In the event of the Accidental-Death of a covered Spouse or Dependent Child, Aflac will pay you the applicable lump-sum benefit indicated above. If you are disqualified from receiving the benefit by operation of law, then the benefit will be paid to the deceased Covered Person's estate unless Aflac has paid the benefit before receiving notice of your disqualification.

In the event of your Accidental-Death, Aflac will pay the applicable lump-sum benefit indicated above for your Accidental-Death to the beneficiary named in the application for the policy unless you subsequently changed your beneficiary. If you changed your beneficiary, then Aflac will pay this benefit to the beneficiary named in your last change of beneficiary request of record. If any beneficiary is a minor child, then any benefits payable to such minor beneficiary will not be paid until a guardian for the financial estate of the minor is appointed by the court or such beneficiary reaches the age of majority as defined by applicable state law. If any beneficiary is disqualified from receiving the benefit by operation of law, then the benefit will be paid as though that beneficiary died before you unless Aflac has paid the benefit before receiving notice of the beneficiary's disqualification. If a beneficiary dies before you do, the interest of that beneficiary terminates. If a beneficiary does not survive you by 15 days, then the benefit will be paid as though the beneficiary died before you unless Aflac has paid the benefit before receiving notice of the beneficiary's death. If no beneficiary survives you, Aflac will pay the benefit to your estate.

The rider will terminate upon the earlier of the termination of the policy to which it is attached, your failure to pay premiums for the rider, or your death.

stings; or (2) an error, mishap, or malpractice during medical, diagnostic, or surgical treatment or procedure for any Sickness.

Aflac will not pay benefits whenever coverage provided by the policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.

Aflac will not pay benefits whenever fraud is committed in making a claim under the coverage or any prior claim under any other Aflac coverage for which benefits were received that were not lawfully due and that fraudulently induced payment.

Aflac will not pay benefits for an Injury, treatment, or loss that is caused by or occurs as a result of a Covered Person's:

- Being exposed to war or any act of war, declared or undeclared, or actively serving in any of the armed forces or units auxiliary thereto, including the National Guard or Reserve;
- Being intoxicated or under the influence of alcohol, drugs, or any narcotic, unless administered on the advice of a Physician and taken according to the Physician's instructions (the term "intoxicated" refers to that condition as defined by the law of the jurisdiction in which the cause of the loss occurred);
- Using any drug, narcotic, hallucinogen, or chemical substance (unless administered by a Physician and taken according to the Physician's instructions) or voluntarily taking any kind of poison or inhaling any kind of gas or fumes;
- Participating in, or attempting to participate in, an illegal activity that is defined as a felony, if convicted ("felony" is as defined by the law of the jurisdiction in which the activity takes place); or being incarcerated in any detention facility or penal institution;
- Intentionally self-inflicting a bodily injury, or committing or attempting suicide, while sane or insane;
- Having cosmetic surgery or other elective procedures; or
- Having dental treatment except as a result of Injury.

(5) Exceptions, Reductions and Limitations of the Policy:

Aflac will not pay benefits for services rendered by you or a member of the Immediate Family of a Covered Person.

For any benefit to be payable, the Injury, treatment, or loss must occur on or after the Effective Date of coverage and while coverage is in force.

Aflac will not pay benefits for treatment or loss due to Sickness including (1) any bacterial, viral, or microorganism infection or infestation or any condition resulting from insect, arachnid, or other arthropod bites or

(6) Renewability. The policy is guaranteed-renewable for your lifetime by the timely payment of premiums at the rate in effect at the beginning of each term, except that we may discontinue or terminate the policy if you have performed an act or practice that constitutes fraud, or have made an intentional misrepresentation of material fact, relating in any way to the policy, including claims for benefits under the policy. Premium rates may be changed only if changed on all policies of the same form number and class in force in your state (in which the policy was sold).

**RETAIN THIS OUTLINE OF COVERAGE FOR YOUR RECORDS.
THIS OUTLINE OF COVERAGE IS ONLY A BRIEF SUMMARY OF YOUR POLICY.
THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE
GOVERNING CONTRACTUAL PROVISIONS.**

TERMS YOU NEED TO KNOW

ACCIDENTAL-DEATH: Death of a covered person caused by a covered injury. See the limitations and exclusions for injuries not covered by the policy.

ACTIVITIES OF DAILY LIVING (ADLs): Activities used in measuring your levels of personal functioning capacity. Normally, these activities are performed without direct personal assistance, allowing your personal independence in everyday living.

The ADLs are:

- Bathing: Washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower;
- Maintaining continence: Controlling urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters;
- Transferring: Moving between a bed and a chair, or a bed and a wheelchair;
- Dressing: Putting on and taking off all necessary items of clothing;
- Toileting: Getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
- Eating: Performing all major tasks of getting food into your body.

CATASTROPHIC LOSS: An injury that results in total and permanent or irrevocable loss of: the sight of one eye; the use of one hand/arm; or the use of one foot/leg.

COMMON-CARRIER ACCIDENT: An accident directly involving a common-carrier vehicle in which a covered person is a passenger at the time of the accident. A common-carrier vehicle is limited to only an airplane, train, bus, trolley, or boat that is duly licensed by a proper authority to transport persons for a fee, holds itself out as a public conveyance, and is operating on a posted regularly scheduled basis between predetermined points or cities at the time of the accident. A passenger is a person aboard or riding in a common-carrier vehicle other than (1) a pilot, driver, operator, officer, or member of the crew of such vehicle; (2) a person having any duties aboard such vehicle; or (3) a person giving or receiving any kind of training or instruction. A common-carrier accident does not include any hazardous activity accident or any accident directly involving private, on demand, or chartered transportation in which a covered person is a passenger at the time of the accident.

COVERED PERSON: Any person insured under the coverage type you applied for on the application: individual (named insured listed in the Policy Schedule), named insured/spouse only (named insured and spouse), one-parent family (named insured and dependent children), or two-parent family (named insured, spouse, and dependent children). Spouse is defined as the person to whom you are legally married and who is listed on your application. Newborn children are automatically covered under the terms of the policy from the moment of birth. If individual or named insured/spouse only coverage is in force and you desire uninterrupted coverage for a newborn child, you must notify Aflac in writing within 31 days of the child's birth. If notice is given, Aflac may not charge an additional premium for the coverage of the

child for the notice period. If the timely notice is not given, Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due, if any. If notice is given within 60 days of the birth, Aflac will not deny coverage for a child due to your failure to timely notify us of the birth. Coverage provided under any one-parent family or two-parent family policy will continue to include any other dependent child, regardless of age, who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and who became so incapacitated prior to age 26 and while covered under the policy. Dependent children are your natural children, stepchildren, legally adopted children, foster children, or children in your custodial care who are under age 26. Children born to your dependent children or children born to the dependent children of your spouse are not covered under the policy. A dependent child (including persons incapable of self-sustaining employment by reason of mental retardation or physical handicap) must be under age 26 at the time of application to be eligible for coverage.

EFFECTIVE DATE: The date(s) coverage begins as shown in the Policy Schedule or any attached endorsements or riders. The effective date is not the date you signed the application for coverage.

HAZARDOUS ACTIVITY ACCIDENT: An accident while a covered person is participating in sky diving, scuba diving, hang gliding, motorized vehicle racing, cave exploration, bungee jumping, parachuting, or mountain or rock climbing. A hazardous activity accident does not include any common-carrier accidents.

HOSPITAL CONFINEMENT: A stay of a covered person confined to a bed in a hospital for which a room charge is made. The hospital confinement must be on the advice of a physician and the result of a covered injury. Confinement in a U.S. government hospital does not require a charge for benefits to be payable.

INJURY: A bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity, or any other cause. See the limitations and exclusions for injuries not covered by the policy.

ORGANIZED SPORTING ACTIVITY: A competition or supervised organized practice for a competition. The competition must be governed by a set of written rules, be officiated by someone certified to act in that capacity, and overseen by a legal entity such as a public school system or sports conference. The legal entity must have a set of bylaws and competition must be on a regulation playing surface. Participation must be on an amateur basis. The organized sporting activity benefit is not payable for injuries that are caused by or occur as a result of a covered person's participating in any sport or sporting activity for wage, compensation, or profit, including officiating or coaching; or racing any type vehicle in an organized event.

OTHER ACCIDENT: An accident that is not classified as either a common-carrier accident or a hazardous activity accident and that is not specifically excluded in the limitations and exclusions.

SICKNESS: An illness, disease, infection, disorder, or condition not caused by an injury, occurring on or after the effective date of coverage and while coverage is in force.

ADDITIONAL INFORMATION

An ambulatory surgical center does not include a physician's or dentist's office, clinic, or other such location.

The term hospital does not include any institution or part thereof used as a rehabilitation facility; a hospice unit, including any bed designated as a hospice bed or a swing bed; a transitional care unit; a convalescent home; a rest or nursing facility; an extended-care facility; a skilled nursing facility; a psychiatric unit; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

The term hospital emergency room does not include urgent care centers.

The term rehabilitation facility does not include a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

A physician, occupational therapist, physical therapist, or speech therapist does not include you or a member of your immediate family.

Burns must be treated by a physician within 72 hours after a covered accident. If a covered person receives one or more skin grafts for a covered burn, we will pay a total of 50 percent of the burns benefit amount that we paid for the burn involved.

Dislocations must be diagnosed by a physician within 72 hours after the date of the injury and require correction by a physician. It can be corrected by open or closed reduction. We will pay for no more than two dislocations per covered accident, per covered person. Benefits are payable for only the first dislocation of a joint. If a dislocation is reduced with local or no anesthesia by a physician, we will pay 25 percent of the amount shown for the closed reduction dislocation.

Coma must have a duration of at least seven days. The condition must require intubation for respiratory assistance. Coma does not include any medically induced coma.

Emergency dental work does not include false teeth such as dentures, bridges, veneers, partials, crowns, or implants. We will pay for no more than one emergency dental work benefit per covered accident, per covered person.

Fractures must be diagnosed by a physician within 14 days after the date of the injury and require correction by a physician. It can be corrected by open or closed reduction. We will pay for no more than two fractures per covered accident, per covered person. For the closed reduction for chip fractures and other fractures not reduced by open or closed reduction, we will pay 25 percent of the benefit amount shown in the policy.

Lacerations must be repaired within 72 hours after the accident and repaired under the attendance of a physician. A laceration resulting from an open fracture will not be payable under the laceration benefit.

Paralysis must be confirmed by the attending physician. The duration of the paralysis must be a minimum of 30 days. This benefit will be payable once per covered person.

Surgical procedures must be performed within one year of a covered accident. Two or more surgical procedures performed through the same incision will be considered one operation, and benefits will be paid based upon the most expensive procedure.

A miscellaneous surgical procedures benefit is only payable for one miscellaneous surgical procedure, per 24-hour period, even though more than one surgical procedure may be performed.

When a covered person is prescribed, receives, and incurs a charge for an epidural administered into the spine for pain management in a hospital or a physician's office for injuries sustained in a covered accident, we will pay a pain management benefit amount. This benefit is not payable for an epidural administered during a surgical procedure. This benefit is payable no more than twice per covered accident, per covered person.



Refer to the outline of coverage and policy for complete benefit details, definitions, limitations, and exclusions.

Aflac SmartClaim®
One Day PaySM

aflac.com || 1.800.99.AFLAC (1.800.992.3522)

One Day PaySM available for most properly-documented, individual Accident claims submitted online through Aflac SmartClaim® by 3 p.m. ET. Aflac SmartClaim® not available on the following: Aflac Plus Rider. Processing time is based on business days after all required documentation needed to render a decision is received and no further validation and/or research is required. Individual Company Statistic, 2015.

Underwritten by:
American Family Life Assurance Company of Columbus
Worldwide Headquarters | 1932 Wynnton Road | Columbus, Georgia 31999



Aflac Choice

HOSPITAL CONFINEMENT INDEMNITY INSURANCE – OPTION 1

We've been dedicated to helping provide peace of mind and financial security for more than 60 years.



The policy is a supplement to health insurance and is not a substitute for major medical coverage. Lack of major medical coverage (or other minimum essential coverage) may result in an additional payment with your taxes.

Aflac SmartClaim®
One Day Pay™

AFLAC CHOICE

HOSPITAL CONFINEMENT INDEMNITY INSURANCE – OPTION 1

Policy Series B40000



Life is full of tough choices, but this isn't one of them.

Aflac Choice makes selecting the right coverage easier and less stressful. With your trusted Aflac agent you can tailor Aflac Choice to meet your specific needs and enhance your existing coverage. Choose the options you want and ignore the rest.

Here's how we can help

Aflac Choice offers our best selection of hospital-related benefits to help with the expenses not covered by major medical, which can help prevent high deductibles and out-of-pocket expenses from derailing your life plans.

If choosing the right coverage has given you one giant headache in the past, don't worry. We're here to help.

Why Aflac Choice may be the right policy for you

- It's customizable. You choose the plan that's right for you based on your specific needs. It also works well with our other products.
- Guaranteed-issue options available—that means there is no medical questionnaire required.*
- We pay cash directly to you (unless you tell us otherwise)—not the doctor or hospital.



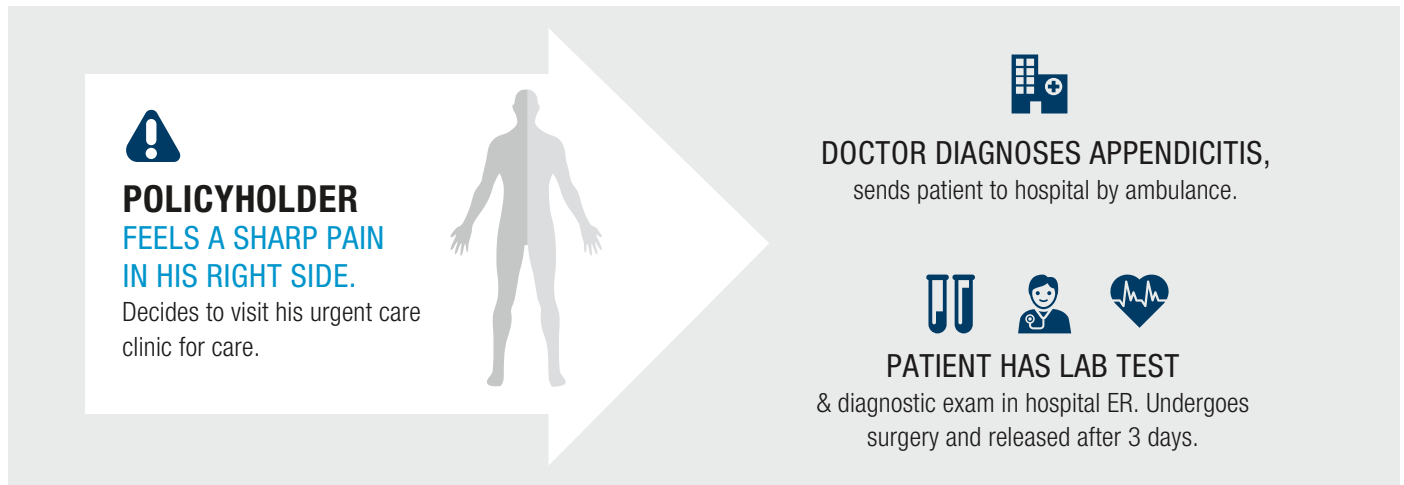
*Payment of claims is subject to all policy limitations and exclusions and pre-existing condition limitations.

Aflac herein means American Family Life Assurance Company of Columbus.

Understand the difference Aflac makes in your financial security.

Aflac pays cash benefits directly to you, unless otherwise assigned, for covered hospital expenses. We provide you with financial resources to help you overcome some of the unexpected expenses associated with a visit to the hospital, giving you less to worry about so you can focus your energy on getting better.

How it works



Choice 1	Choice 2	Choice 3	Choice 4
\$1,600	\$2,200	\$2,010	\$2,610
Aflac Choice Policy	Policy + Hospital Stay and Surgical Care Rider	Policy + Extended Benefits Rider	Policy + Both Riders

The above example is based on four scenarios. **Choice 1 Scenario:** Policyholder has the Aflac Choice policy only; includes a Hospital Confinement Benefit of \$1,500 and a Hospital Emergency Room Benefit of \$100. **Choice 2 Scenario:** Policyholder has the Aflac Choice policy plus the Hospital Stay and Surgical Care Rider; includes the benefit amounts from Choice 1 Scenario (shown above), plus an Initial Assistance Benefit of \$100, a Surgery Benefit (appendectomy) of \$200, and a Daily Hospital Confinement Benefit of \$300 (hospitalized for 3 days). **Choice 3 Scenario:** Policyholder has the Aflac Choice policy plus the Extended Benefits Rider; includes the benefit amounts from Choice 1 Scenario (shown above), plus a Physician Visit Benefit of \$25, a Laboratory Test and X-Ray Benefit of \$35, a Medical Diagnostic and Imaging Exams Benefit of \$150, and an Ambulance Benefit of \$200 (ground). **Choice 4 Scenario:** Policyholder has the Aflac Choice policy plus both the Extended Benefits Rider and the Hospital Stay and Surgical Care Rider; includes the benefit amounts from Choice 1 Scenario (shown above), plus a Physician Visit Benefit of \$25, a Laboratory Test and X-Ray Benefit of \$35, a Medical Diagnostic and Imaging Exams Benefit of \$150, an Ambulance Benefit of \$200 (ground), an Initial Assistance Benefit of \$100, a Surgery Benefit (appendectomy) of \$200, and a Daily Hospital Confinement Benefit of \$300 (hospitalized for 3 days). Benefits and/or premiums may vary by state and benefit option selected. The policy has limitations and exclusions that may affect benefits payable. This brochure is for illustrative purposes only. Refer to the policy for benefit details, definitions, limitations, and exclusions.

Coverage Options

Choose the Policy and Riders that Fit Your Needs

BENEFIT	DESCRIPTION
HOSPITAL CONFINEMENT	Pays \$500; \$1,000; \$1,500; or \$2,000. You choose the benefit amount at the time of application. Payable once per calendar year, per covered person.
REHABILITATION FACILITY	Pays \$100 per day; limited to 15 days per confinement. Limited to 30 days per calendar year, per covered person.
HOSPITAL EMERGENCY ROOM	Pays \$100 for treatment in a hospital emergency room. Limited to 2 payments per calendar year, per covered person.
HOSPITAL SHORT-STAY	Pays \$100 for hospital stays of less than 23 hours. Limited to 2 payments per calendar year, per policy.
WAIVER OF PREMIUM	Yes

OPTIONAL RIDERS	DESCRIPTION		
EXTENDED BENEFITS RIDER	<p>Physician Visit Benefit: Pays \$25 for visits (including telemedicine) to a physician, psychologist or urgent care center.</p> <table border="0"> <tr> <td style="border-right: 1px solid black; padding-right: 10px;"> <p>Individual Coverage: Limited to 3 visits per calendar year, per policy.</p> </td> <td> <p>Insured/Spouse & Family Coverage: Limited to 6 visits per calendar year, per policy.</p> </td> </tr> </table>	<p>Individual Coverage: Limited to 3 visits per calendar year, per policy.</p>	<p>Insured/Spouse & Family Coverage: Limited to 6 visits per calendar year, per policy.</p>
	<p>Individual Coverage: Limited to 3 visits per calendar year, per policy.</p>	<p>Insured/Spouse & Family Coverage: Limited to 6 visits per calendar year, per policy.</p>	
<p>Laboratory Test and X-Ray Benefit: Pays \$35; limited to 2 payments per covered person, per calendar year.</p> <p>Medical Diagnostic and Imaging Exams Benefit: Pays \$150 for a covered exam, limited to 2 exams per covered person, per calendar year. Benefits payable for a variety of medical diagnostic and imaging exams, including sleep studies.</p> <p>Ambulance Benefit: Pays \$200 (ground) or \$2,000 (air) for transportation to or from a hospital. The benefit is limited to two trips, per calendar year, per covered person.</p>			
HOSPITAL STAY AND SURGICAL CARE RIDER	<p>Initial Assistance Benefit: Pays \$100 once per calendar year, per rider, when a covered person requires a hospital admission.</p> <p>Surgery Benefit: Pays \$50-\$1,000 for a covered surgery. Limited to one payment per 24-hour period, per covered person.</p> <p>Invasive Diagnostic Exams Benefit: Pays \$100 for one covered exam, per covered person, per 24-hour period.</p> <p>Hospital Intensive Care Unit Confinement Benefit: Pays \$500 per day, per covered person, for up to 30 days.</p> <p>Daily Hospital Confinement Benefit: Pays \$100 per day, per covered person, for up to 365 days.</p> <p>Second Surgical Opinion Benefit: Pays \$50 once per covered person, per calendar year.</p>		

AFLAC CHOICE COVERAGE

American Family Life Assurance Company of Columbus
(herein referred to as Aflac)
Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999
Toll-Free 1.800.99.AFLAC (1.800.992.3522)

The policy described in this Outline of Coverage provides supplemental coverage
and will be issued only to supplement insurance already in force.

LIMITED BENEFIT, HOSPITAL CONFINEMENT INDEMNITY INSURANCE
Outline of Coverage for Policy Form Series B40100

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

If you are eligible for Medicare, review the “Guide to Health Insurance for People with Medicare” furnished by Aflac.

(1) **Read Your Policy Carefully:** This Outline of Coverage provides a very brief description of some of the important features of the policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and Aflac. It is, therefore, important that you READ YOUR POLICY CAREFULLY.

(2) **Hospital Confinement Indemnity Coverage:** The policy provides coverage in the form of a fixed benefit during periods of hospitalization or care resulting from Sickness or Injury, subject to any limitations set forth in your policy. It does not provide any benefits other than the fixed indemnity for Hospital Confinement and any additional benefits described below.

(3) **Benefits:** Aflac will pay the following benefits, as applicable, for a covered Sickness or Injury that occurs while coverage is in force, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions, unless indicated otherwise. The term “Hospital Confinement” does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

A. **HOSPITAL CONFINEMENT BENEFIT:** Aflac will pay \$[] when a Covered Person requires Hospital Confinement for 23 or more hours for a covered Sickness or Injury and a room charge is incurred. This benefit is payable once per Calendar Year, per Covered Person. No lifetime maximum.

The Rehabilitation Facility Benefit and the Hospital Confinement Benefit are not payable on the same day. The highest eligible benefit will be paid.

B. **REHABILITATION FACILITY BENEFIT:** Aflac will pay \$100 per day when a Covered Person is confined in a Hospital and is transferred to a room in a Rehabilitation Facility for treatment of a covered Sickness or Injury and a charge is incurred each day for such treatment. This benefit is limited to 15 days per Period of Hospital Confinement and is limited to a Calendar Year maximum of 30 days, per Covered Person. No lifetime maximum.

The Rehabilitation Facility Benefit and the Hospital Confinement Benefit are not payable on the same day. The highest eligible benefit will be paid.

C. **HOSPITAL EMERGENCY ROOM BENEFIT:** Aflac will pay \$100 when a Covered Person receives treatment for a covered Sickness or Injury in a Hospital Emergency Room, including triage, and a charge is incurred for such treatment. This benefit is payable twice per Calendar Year, per Covered Person. No lifetime maximum.

The Hospital Emergency Room Benefit and the Hospital Short-Stay Benefit are not payable on the same day.

D. **HOSPITAL SHORT-STAY BENEFIT:** Aflac will pay \$100 when a Covered Person receives treatment for a covered Sickness or Injury in a Hospital, including an observation room, or an Ambulatory Surgical Center, for a period of less than 23 hours and a charge is incurred for such treatment. This benefit is not payable for treatment received in a Hospital Emergency Room or Urgent Care Center. This benefit is payable twice per Calendar Year, per policy. No lifetime maximum.

The Hospital Short-Stay Benefit and the Hospital Emergency Room Benefit are not payable on the same day.

E. **WAIVER OF PREMIUM BENEFIT:** Upon written notice, Aflac will waive from month to month any premium(s) falling due during a continued Period of Hospital Confinement for the Named Insured only. This benefit will begin after the Period of Hospital Confinement for the Named Insured has exceeded 30 consecutive days. When such continued Period of Hospital Confinement has ended, premium payments must be resumed. Once premium payments are resumed, any new Period of Hospital Confinement must again satisfy the 30-day continued confinement for premiums to be waived.

If you die and your Spouse becomes the new Named Insured, premiums will start again at the appropriate rate and will be due on the first premium due date after the

change. The new Named Insured will then be eligible for this benefit if the need arises.

(4) Optional Benefits:

EXTENDED BENEFITS RIDER: (SERIES B40050)

Applied for Yes No

Aflac will pay the following benefits, as applicable, for a covered Sickness or Injury that occurs while coverage is in force, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions, unless indicated otherwise. The term "Hospital Confinement" does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

A. PHYSICIAN VISIT BENEFIT: Aflac will pay \$25 when a Covered Person incurs a charge for a visit (including a Telemedicine Visit) to a Physician, Psychologist, or Urgent Care Center. Services must be under the supervision of a Physician or Psychologist. If the Type of Coverage for the policy is Individual, the benefit is limited to three visits per Calendar Year, per policy. If the Type of Coverage is Named Insured/Spouse Only, One-Parent Family, or Two-Parent Family, the benefit is limited to a total of six visits per Calendar Year, per policy. No lifetime maximum.

The Sickness or Injury of a Covered Person is not required for the Physician Visit Benefit to be payable. This benefit is not subject to the Pre-existing Condition Limitations or Limitations and Exclusions section of the policy. No lifetime maximum.

B. LABORATORY TEST AND X-RAY BENEFIT: Aflac will pay \$35 when a Covered Person requires, and incurs a charge for, a laboratory test or an X-ray. The laboratory test or X-ray must be performed in a Hospital, Medical Diagnostic Imaging Center, Physician's office, an Urgent Care Center, or an Ambulatory Surgical Center. This benefit is limited to two payments per Covered Person, per Calendar Year. **The Laboratory Test and X-Ray Benefit is not payable for exams listed in the Medical Diagnostic and Imaging Exams Benefit.** No lifetime maximum.

The Sickness or Injury of a Covered Person is not required for the Laboratory Test and X-ray Benefit to be payable. This benefit is not subject to the Pre-existing Condition Limitations or Limitations and Exclusions section of the policy. No lifetime maximum.

C. MEDICAL DIAGNOSTIC AND IMAGING EXAMS BENEFIT: Aflac will pay \$150 when a Covered Person requires, and incurs a charge for, one of the following exams: computerized tomography (CT or CAT scan), magnetic resonance imaging (MRI), electroencephalogram (EEG), Sleep Study, thallium stress test, myelogram, angiogram, or arteriogram. These exams must be performed in a Hospital, Medical Diagnostic Imaging Center, Physician's

office, Sleep Center, an Urgent Care Center, or an Ambulatory Surgical Center. This benefit is limited to two payments per Calendar Year, per Covered Person. No lifetime maximum.

D. AMBULANCE BENEFIT: Aflac will pay \$200 if, due to a covered Sickness or Injury, a Covered Person requires, and incurs a charge for, ground ambulance transportation to or from a Hospital. If a Covered Person requires, and incurs a charge for, air ambulance transportation to or from a Hospital due to a covered Sickness or Injury, Aflac will pay \$2,000. A licensed professional ambulance company must provide the ambulance service. The Ambulance Benefit is limited to two trips per Calendar Year, per Covered Person. No lifetime maximum.

HOSPITAL STAY AND SURGICAL CARE RIDER: (SERIES B40051) Applied for Yes No

Aflac will pay the following benefits, as applicable, for a covered Sickness or Injury that occurs while coverage is in force, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions, unless indicated otherwise. The term "Hospital Confinement" does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

A. INITIAL ASSISTANCE BENEFIT: Aflac will pay \$100 when a Covered Person requires a Hospital Admission. This benefit is payable once per Calendar Year, per rider. No lifetime maximum. This benefit is not subject to the Pre-existing Condition Limitations or the Limitations and Exclusions section of the policy. **Payment of this benefit is based solely on a Covered Person's Hospital Admission, as defined in the rider. Any additional benefits that may be due as a result of a Hospital Admission remain subject to the terms of the policy, including any limitations and/or exclusions.**

B. SURGERY BENEFIT: Aflac will pay according to the benefits in the Schedule of Operations in the rider when, due to a covered Sickness or Injury, a Covered Person has a surgical procedure, including a vaginal or cesarean delivery, performed in a Hospital or an Ambulatory Surgical Center and a charge is incurred for such surgical procedure. If any surgical procedure for the treatment of the covered Sickness or Injury is performed other than those listed, Aflac will pay an amount comparable to the amount shown in the Schedule of Operations for the surgical procedure most nearly similar in severity and gravity. **The Surgery Benefit is only payable one time per 24-hour period, even though more than one surgical procedure may be performed. The highest eligible benefit will be paid. Exams covered under the Invasive Diagnostic Exams Benefit are not payable under this benefit. The Surgery Benefit and the**

Invasive Diagnostic Exams Benefit are not payable on the same day. The highest eligible benefit will be paid. No lifetime maximum.

IMPORTANT: The Surgery Benefit is not payable for surgical procedures performed in a Physician's or dentist's office, a clinic, or other such location.

- C. INVASIVE DIAGNOSTIC EXAMS BENEFIT:** Aflac will pay \$100 when a Covered Person requires one of the following exams, with or without biopsy, and a charge is incurred: arthroscopy, bronchoscopy, colonoscopy, cystoscopy, endoscopy, gastroscopy, laparoscopy, laryngoscopy, sigmoidoscopy, or esophagoscopy. These exams must be performed in a Hospital or an Ambulatory Surgical Center. This benefit is limited to one exam per Covered Person, per 24-hour period. No lifetime maximum.

The Invasive Diagnostic Exams Benefit and the Surgery Benefit are not payable on the same day. The highest eligible benefit will be paid.

- D. HOSPITAL INTENSIVE CARE UNIT CONFINEMENT BENEFIT:** Aflac will pay \$500 per day when a Covered Person incurs a room charge for a Period of Hospital Intensive Care Unit Confinement for a covered Sickness or Injury. This benefit is payable in addition to the Hospital Confinement Benefit and the Daily Hospital Confinement Benefit. The maximum benefit period for any one Period of Hospital Intensive Care Unit Confinement is 30 days. No lifetime maximum.
- E. DAILY HOSPITAL CONFINEMENT BENEFIT:** Aflac will pay \$100 per day for the Period of Hospital Confinement when a Covered Person requires Hospital Confinement for a covered Sickness or Injury and a room charge is incurred. This benefit is payable in addition to the Hospital Confinement Benefit. The maximum benefit period for any one Period of Hospital Confinement is 365 days. No lifetime maximum.
- F. SECOND SURGICAL OPINION BENEFIT:** Aflac will pay \$50 when a charge is incurred for a second surgical opinion by a Physician concerning surgery for a covered Sickness or Injury. This benefit is payable once per Calendar Year, per Covered Person. No lifetime maximum.

(5) Exceptions, Reductions, and Limitations of the Policy (policy is not a daily hospital expense plan):

- A.** Aflac will not pay benefits for care or treatment that is: (1) caused by a Pre-existing Condition, unless it begins more than 12 months after the Effective Date of coverage, or (2) received prior to the Effective Date of coverage.
- B.** Aflac will not pay benefits for any illness, disease, infection, disorder, or condition that is medically evaluated, diagnosed, or treated by a Physician before coverage has

been in force 30 days, unless the loss begins more than 12 months after the Effective Date of coverage.

- C.** Benefits for a covered Sickness for all persons added to the policy (including newborns) are subject to a 30-day waiting period. Aflac will waive the waiting period for newborns added after the policy has been in force for ten full months.
- D.** Aflac will not pay benefits whenever coverage provided by the policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.
- E.** Aflac will not pay benefits whenever fraud is committed in making a claim under the coverage. If you have received benefits that were not contractually due under the coverage, then Aflac reserves the right to offset any benefits payable under the coverage up to the amount of benefits you received that were not contractually due.
- F. The policy does not cover losses caused by or resulting from:**
1. Giving birth within the first ten months of the Effective Date of coverage; or pregnancy in existence prior to the Effective Date of coverage, including any resulting Complications of Pregnancy or maternal-fetal intervention procedure. For pregnancy beginning on or after the Effective Date of coverage, Complications of Pregnancy are covered to the same extent as a Sickness;
 2. Receiving routine nursing or routine well-baby care for a newborn child;
 3. Using any drug, narcotic, hallucinogen, or chemical substance (unless administered by a Physician and taken according to the Physician's instructions), or voluntarily taking any type of poison or inhaling any type of gas or fumes;
 4. Participating in, or attempting to participate in, an illegal activity that is defined as a felony, if convicted ("felony" is as defined by the law of the jurisdiction in which the activity takes place); or being detained in any detention facility or penal institution;
 5. Being intoxicated or under the influence of alcohol, drugs, or any narcotic, unless administered on the advice of a Physician and taken according to the Physician's instructions (the term "intoxicated" refers to that condition as defined by the law of the jurisdiction in which the cause of the loss occurred);
 6. Intentionally self-inflicting a bodily injury, or committing or attempting suicide, while sane or insane;
 7. Having dental treatment, except as a result of Injury;

8. Having cosmetic surgery;
9. Having elective surgery within the first 12 months of the Effective Date of coverage;
10. Being exposed to war or any act of war, declared or undeclared, or actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Reserve;
11. Actively participating in a riot, insurrection, or terrorist activity;
12. Donating an organ within the first 12 months of the Effective Date of coverage; or
13. Having mental or emotional disorders, including but not limited to the following: bipolar affective disorder (manic-depressive syndrome), delusional (paranoid) disorders, psychotic disorders, somatoform disorders (psychosomatic illness), eating disorders, schizophrenia, anxiety disorders, bereavement, situational depression, depression, stress, or post-partum depression. The policy will pay, however, for covered losses resulting from Alzheimer's disease, or similar forms of senility or senile dementia, first manifested while coverage is in force.

A "Pre-existing Condition" is an illness, disease, infection, disorder, condition, or injury for which, within the 12-month period before the Effective Date of coverage, prescription medication was taken or medical testing, advice, consultation, or treatment was recommended or received, or for which conditions existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Care or treatment caused by a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage.

If the coverage is a replacement of similar coverage, we will give credit for the period of time the person was covered under the previous coverage, if the previous coverage was continuously in force to a date not more than 62 days before the Effective Date of the new coverage, when determining the Pre-existing Condition Limitations, exclusive of any applicable waiting periods under the new coverage.

- (6) Renewability:** The policy is guaranteed-renewable for your lifetime by the timely payment of premiums at the rate in effect at the beginning of each term, except that we may discontinue or terminate the policy if you have performed an act or practice that constitutes fraud, or have made an intentional misrepresentation of material fact relating in any way to the policy, including claims for benefits under the policy. Aflac may change the established premium rate, but only if the rate is changed for all policies of the same form number and premium classification in the state in which the policy was sold that are then in force.

RETAIN FOR YOUR RECORDS.

**THIS OUTLINE OF COVERAGE IS ONLY A BRIEF SUMMARY OF THE COVERAGE PROVIDED.
THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE
GOVERNING CONTRACTUAL PROVISIONS.**

TERMS YOU NEED TO KNOW

COVERED PERSON: Any person insured under the coverage type that you applied for on the application: individual (named insured listed in the Policy Schedule), named insured/spouse only (named insured and spouse), one-parent family (named insured and dependent children), or two-parent family (named insured, spouse and dependent children). Spouse is defined as the person to whom you are legally married and who is listed on your application. Newborn children are automatically insured for 30 days from the moment of birth. If coverage is for individual or named insured/spouse only and you desire uninterrupted coverage for a newborn child beyond the first 30 days, you must notify Aflac in writing within 31 days of the child's birth that you want to change your coverage type to one-parent family or two-parent family coverage. If timely notice is given, (1) Aflac may not charge an additional premium for coverage of the newborn child during the first 30 days from the moment of birth and (2) Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due, if any. If notice is given within 60 days of the birth, Aflac will not deny coverage for a child due to failure to timely notify us of the birth. Coverage will include any other dependent child, regardless of age, who is incapable of self-sustaining employment by reason of mental or physical disability and who became so disabled prior to age 26 and while covered under the policy. Dependent children are your natural children, stepchildren, legally adopted children, foster children, or children in your custodial care pursuant to a court order who are under age 26. All health insurance benefits applicable for children shall be payable with respect to a foster child or other child in court-ordered temporary or other custody of a covered person, prior to the child's 18th birthday. Children born to your dependent children or children born to the dependent children of your spouse are not covered under the policy.

EFFECTIVE DATE: The date(s) coverage begins as shown in the Policy Schedule or any attached endorsements or riders. The effective date is not the date you signed the application for coverage.

HOSPITAL CONFINEMENT: A stay of a covered person confined to a bed in a hospital for 23 or more hours for which a room charge is made. The hospital confinement must be on the advice of a physician and the result of a covered sickness or injury. Treatment or confinement in a U.S. government hospital does not require a charge for benefits to be payable.

INJURY: A bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity or any other cause. An injury must occur on or after the effective date of coverage and while coverage is in force for benefits to be payable. See the Limitations and Exclusions section for injuries not covered by the policy.

PERIOD OF HOSPITAL CONFINEMENT: The number of days a covered person is assigned to and incurs a charge for a room in a hospital. Confinements must begin while coverage under the policy is in force. Hospitalization that begins prior to the end of one calendar year and continues into the next calendar year will be considered one confinement.

PERIOD OF HOSPITAL INTENSIVE CARE UNIT CONFINEMENT: The number of days a covered person is assigned to and incurs a charge for a room in a hospital intensive care unit. Confinements must begin while coverage under the rider is in force. Hospitalization that begins prior to the end of one calendar year and continues into the next calendar year will be considered one confinement.

SICKNESS: An illness, disease, infection, disorder or condition not caused by an injury, medically evaluated, diagnosed or treated by a physician more than 30 days after the effective date of coverage and while coverage is in force.

ADDITIONAL INFORMATION

An ambulatory surgical center does not include a physician's or dentist's office, a clinic or other such location.

The term hospital does not include any institution or part thereof used as an emergency room; a rehabilitation facility; a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

The term hospital intensive care unit does not include units such as telemetry or surgical recovery rooms, postanesthesia care units, progressive care units, intermediate care units, private monitored rooms, observation units located in emergency rooms or outpatient surgery units, step-down intensive care units, or other facilities that do not meet the standards for a hospital intensive care unit.

The term hospital emergency room does not include urgent care centers.

The term rehabilitation facility does not include a hospice unit, including: any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care or treatment for persons suffering from mental disease or disorders, care for the aged or care for persons addicted to drugs or alcohol.

The term urgent care center does not include hospital emergency rooms.

Admissions into the emergency room of a hospital, admissions for same day surgical procedures or admissions for observation are not considered a hospital admission.

A physician or psychologist is not you or a member of your immediate family.

The policy does not cover losses caused by or resulting from giving birth within the first ten months of the effective date of coverage; or pregnancy in existence prior to the effective date of coverage, including any resulting complications of pregnancy or maternal-fetal intervention procedure. For pregnancy beginning on or after the effective date of coverage, complications of pregnancy are covered to the same extent as a sickness. Complications of pregnancy do not include any of the following: premature delivery, multiple gestation pregnancy, false labor, occasional spotting, prescribed rest during pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy not constituting a classifiably distinct pregnancy complication. Cesarean deliveries are not considered complications of pregnancy. For pregnancy beginning on or after the effective date of coverage, complications of pregnancy are covered to the same extent as a sickness, subject to the Limitations and Exclusions.



Aflac SmartClaim®
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One Day PaySM available for most properly-documented, individual Hospital claims submitted online through Aflac SmartClaim[®] by 3 p.m. ET. Aflac SmartClaim[®] not available on all products. Processing time is based on business days after all required documentation needed to render a decision is received and no further validation and/or research is required. Individual Company Statistic, 2016.

Underwritten by:
American Family Life Assurance Company of Columbus
Worldwide Headquarters | 1932 Wynnton Road | Columbus, Georgia 31999



AFLAC CANCER CARE

CANCER INDEMNITY INSURANCE

PREMIER

We've been dedicated to helping provide
peace of mind and financial security for
nearly 60 years.



We've got you under our wing.®

AFLAC CANCER CARE

CANCER INDEMNITY INSURANCE

Policy Series A78000



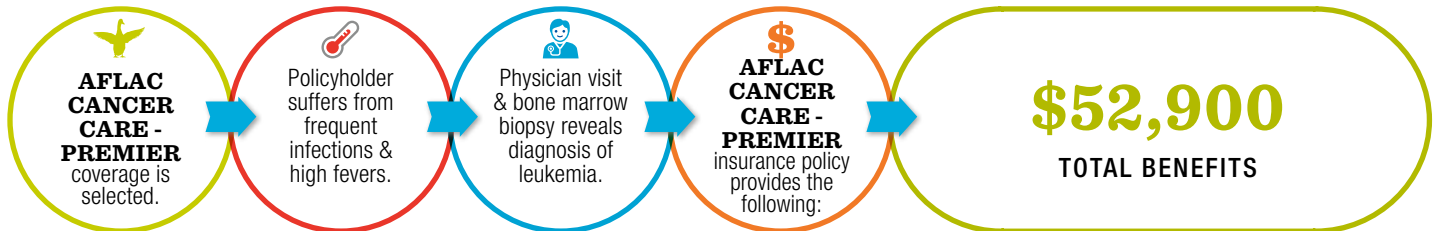
Added Protection for You and Your Family

Chances are you know someone who's been affected, directly or indirectly, by cancer. You also know the toll it's taken on them—physically, emotionally, and financially. That's why we've developed the Aflac Cancer Care insurance policy. The plan pays a cash benefit upon initial diagnosis of a covered cancer, with a variety of other benefits payable throughout cancer treatment. You can use these cash benefits to help pay out-of-pocket medical expenses, the rent or mortgage, groceries, or utility bills—the choice is yours.

And while you can't always predict the future, here at Aflac we believe it's good to be prepared. The Aflac Cancer Care plan is here to help you and your family better cope financially—and emotionally—if a positive diagnosis of cancer ever occurs. That way you can worry less about what may be ahead.



HOW IT WORKS



The above example is based on a scenario for Aflac Cancer Care – Premier that includes the following benefit conditions: Physician visit (Cancer Wellness Benefit) of \$100, bone marrow biopsy (Surgical/Anesthesia Benefit) of \$175, NCI Evaluation/Consultation Benefit of \$1,000, Initial Diagnosis Benefit of \$6,000, venous port (Surgical/Anesthesia Benefit) of \$175, Injected Chemotherapy Benefit (10 weeks) of \$9,000, Immunotherapy Benefit (3 months) of \$1,500, Antinausea Benefit (3 months) of \$450, Hospital Confinement Benefit (10-week hospitalization) of \$33,000, Blood/Plasma Benefit (10 transfusions) of \$1,500.

THE FACTS SAY YOU NEED THE PROTECTION OF AFLAC'S CANCER CARE PLAN:

FACT NO. 01

IN THE UNITED STATES, MEN HAVE SLIGHTLY LESS THAN A

1-in-2

LIFETIME RISK OF DEVELOPING CANCER.¹

FACT NO. 02

IN THE UNITED STATES, WOMEN HAVE SLIGHTLY MORE THAN A

1-in-3

LIFETIME RISK OF DEVELOPING CANCER.¹

¹Cancer Facts & Figures 2012, American Cancer Society.

The policy has limitations and exclusions that may affect benefits payable. For costs and complete details of the coverage, contact your Aflac insurance agent/producer. This brochure is for illustrative purposes only. Refer to the policy for benefit details, definitions, limitations, and exclusions.

Premier Cancer Care Benefit Overview

BENEFIT NAME	BENEFIT AMOUNT
Cancer Wellness Benefit	\$100 per year, per Covered Person
Cancer Diagnosis Benefits:	
Initial Diagnosis Benefit	Insured/Spouse: \$6,000; Dependent Child: \$12,000; payable once per Covered Person
Medical Imaging With Diagnosis Benefit	\$200; two payments per year, per Covered Person; no lifetime max
NCI Evaluation/Consultation Benefit	\$1,000 payable only once per Covered Person
Cancer Treatment Benefits:	
Injected Chemotherapy Benefit	\$900 per week; no lifetime max
Nonhormonal Oral Chemotherapy Benefit	\$400 per prescription, per month up to \$1,200 max per month for Oral/Topical Benefit ²
Hormonal Oral Chemotherapy Benefit	\$400 per prescription, per month up to 24 months; after 24 months \$100 per month up to \$1,200 max per month for Oral/Topical Benefit ²
Topical Chemotherapy Benefit	\$200 per prescription, per month up to \$1,200 max per month for Oral/Topical Benefit ²
Radiation Therapy Benefit	\$500 per week; no lifetime max
Experimental Treatment Benefit	\$500 per week if charged; \$125 per week if no charge; no lifetime max
Immunotherapy Benefit	\$500 once per month; \$2,500 lifetime max per Covered Person
Antinausea Benefit	\$150 per month; no lifetime max
Stem Cell Transplantation Benefit	\$10,000; lifetime max \$10,000 per Covered Person
Bone Marrow Transplantation Benefit	\$10,000; \$10,000 lifetime max per Covered Person; \$1,000 to donor
Blood and Plasma Benefit	Inpatient: \$150 times the number of days paid under the Hospital Confinement Benefit; Outpatient: \$250 per day; no lifetime max
Surgical/Anesthesia Benefit	\$140–\$5,000 (Anesthesia: additional 25% of Surgical Benefit); maximum daily benefit not to exceed \$6,250; no lifetime max on number of operations
Skin Cancer Surgery Benefit	\$50–\$600; no lifetime max on number of operations
Additional Surgical Opinion Benefit	\$300 per day; no lifetime max
Hospitalization Benefits:	
Hospital Confinement Benefit: <ul style="list-style-type: none"> Hospitalization for 30 days or less Hospitalization for Days 31+ 	Insured/Spouse: \$300 per day; Dependent Child: \$375 per day; no lifetime max Insured/Spouse: \$600 per day; Dependent Child: \$750 per day; no lifetime max
Outpatient Hospital Surgical Room Charge Benefit	\$300 (payable in addition to Surgical/Anesthesia Benefit); no lifetime max on number of operations
Continuing Care Benefits:	
Extended-Care Facility Benefit	\$150 a day, limited to 30 days per year, per Covered Person
Home Health Care Benefit	\$150 per day; limited to 30 days per year, per Covered Person
Hospice Care Benefit	\$1,000 for the 1st day; \$50 per day thereafter; \$12,000 lifetime max per Covered Person
Nursing Services Benefit	\$150 per day; no lifetime max
Surgical Prosthesis Benefit	\$3,000; lifetime max \$6,000 per Covered Person
Nonsurgical Prosthesis Benefit	\$250 per occurrence; lifetime max \$500 per Covered Person
Reconstructive Surgery Benefit	\$350–\$3,000 (Anesthesia: 25% of Reconstructive Surgery Benefit); no lifetime max on number of operations
Egg Harvesting and Storage (Cryopreservation) Benefit	\$1,500 to have oocytes extracted; \$500 for storage; \$2,000 lifetime max per Covered Person
Ambulance, Transportation, Lodging, and Other Benefits:	
Ambulance Benefit	\$250 ground or \$2,000 air; no lifetime max
Transportation Benefit	\$.50 per mile; max \$1,500 per round trip; no lifetime max
Lodging Benefit	\$80 per day; limited to 90 days per year
Bone Marrow Donor Screening Benefit	\$40; limited to one benefit per Covered Person, per lifetime

²Up to three different oral/topical chemotherapy medicines per calendar month.

**American Family Life Assurance Company of Columbus
(herein referred to as Aflac)**

Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999
Toll-Free 1.800.99.AFLAC (1.800.992.3522)

**The policy described in this Outline of Coverage provides supplemental coverage
and will be issued only to supplement insurance already in force.**

LIMITED BENEFIT

SPECIFIED-DISEASE INSURANCE

OUTLINE OF COVERAGE FOR POLICY FORM A78400FL

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide furnished by Aflac.

1. Read Your Policy Carefully: This Outline of Coverage provides a very brief description of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and Aflac. It is, therefore, important that you **READ YOUR POLICY CAREFULLY.**

2. Cancer Insurance Coverage is designed to supplement your existing accident and sickness coverage only when certain losses occur as a result of the disease of Cancer or an Associated Cancerous Condition. Coverage is provided for the benefits outlined in Part (3). The benefits described in Part (3) may be limited by Part (5).

3. All treatments listed below must be NCI or Food and Drug Administration approved for the treatment of Cancer or an Associated Cancerous Condition, as applicable.

A. CANCER WELLNESS BENEFITS:

1. CANCER WELLNESS: Aflac will pay \$100 per Calendar Year when a Covered Person receives one of the following:

- mammogram
- breast ultrasound
- breast MRI
- CA15-3 (blood test for breast Cancer tumor)
- Pap smear
- ThinPrep
- biopsy
- flexible sigmoidoscopy
- hemocult stool specimen (lab confirmed)
- chest X-ray
- CEA (blood test for colon Cancer)
- CA 125 (blood test for ovarian Cancer)
- PSA (blood test for prostate Cancer)
- testicular ultrasound
- thermography
- colonoscopy
- virtual colonoscopy

This benefit is limited to one payment per Calendar Year, per Covered Person. These tests must be performed to determine whether Cancer or an Associated Cancerous Condition exists in a Covered Person and must be administered by licensed medical personnel. No lifetime maximum.

2. BONE MARROW DONOR SCREENING: Aflac will pay \$40 when a Covered Person provides documentation of participation in a screening test as a potential bone marrow donor. This benefit is limited to one benefit per Covered Person per lifetime.

B. CANCER DIAGNOSIS BENEFITS:

1. INITIAL DIAGNOSIS BENEFIT: Aflac will pay the amount listed below when a Covered Person is diagnosed as having Internal Cancer or an Associated Cancerous Condition while this policy is in force, subject to Part 2, Limitations and Exclusions, Section C, of the policy.

Named Insured or Spouse	\$ 6,000
Dependent Child	\$12,000

This benefit is payable under the policy only once for each Covered Person. In addition to the Positive Medical Diagnosis, we may require additional information from the attending Physician and Hospital.

2. MEDICAL IMAGING WITH DIAGNOSIS BENEFIT: Aflac will pay \$200 when a charge is incurred for a Covered Person who receives an initial diagnosis or follow-up evaluation of Internal Cancer or an Associated Cancerous Condition, using one of the following medical imaging exams: CT scans, MRIs, bone scans, thyroid scans, multiple gated acquisition (MUGA) scans, positron emission tomography (PET) scans, transrectal ultrasounds, or abdominal ultrasounds. This benefit is limited to two payments per Calendar Year, per Covered Person. No lifetime maximum.

3. NATIONAL CANCER INSTITUTE EVALUATION/CONSULTATION

BENEFIT: Aflac will pay \$1,000 when a Covered Person seeks evaluation or consultation at an NCI-Designated Cancer Center as a result of receiving a diagnosis of Internal Cancer or an Associated Cancerous Condition. The purpose of the evaluation/consultation must be to determine the appropriate course of treatment. This benefit is not payable the same day the Additional Surgical Opinion Benefit is payable. This benefit is also payable at the Aflac Cancer Center & Blood Disorders Service of Children's Healthcare of Atlanta. This benefit is payable only once per Covered Person.

C. CANCER TREATMENT BENEFITS:

1. DIRECT NONSURGICAL TREATMENT BENEFITS: All benefits listed below are not payable based on the number, duration, or frequency of the medication(s), therapy, or treatment received by the Covered Person (except as provided in Benefit C1b). Benefits will not be paid under the Experimental Treatment Benefit or Immunotherapy Benefit for any medications or treatment paid under the Injected Chemotherapy Benefit, the Oral/Topical Chemotherapy Benefits, or the Radiation Therapy Benefit.

a. INJECTED CHEMOTHERAPY BENEFIT: Aflac will pay \$900 once per Calendar Week during which a Covered Person receives and incurs a charge for Physician-prescribed Injected Chemotherapy. The Surgical/Anesthesia Benefit provides amounts payable for insertion and removal of a pump. Benefits will not be paid for each week of continuous infusion of medications dispensed by a pump, implant, or patch. This benefit is limited to the Calendar Week in which the charge for the medication(s) or treatment is incurred. No lifetime maximum.

b. ORAL/TOPICAL CHEMOTHERAPY BENEFITS:

(1) NONHORMONAL ORAL CHEMOTHERAPY BENEFIT: Aflac will pay \$400 per Calendar Month during which a Covered Person is prescribed, receives, and incurs a charge for Nonhormonal Oral Chemotherapy for the treatment of Cancer or an Associated Cancerous Condition.

(2) HORMONAL ORAL CHEMOTHERAPY BENEFIT: Aflac will pay \$400 per Calendar Month for up to 24 months during which a Covered Person is prescribed, receives, and incurs a charge for Hormonal Oral Chemotherapy for the treatment of Cancer or an Associated Cancerous Condition. After 24 months of paid benefits of Hormonal Oral Chemotherapy for a Covered Person, Aflac will pay \$100 per Calendar Month during which a Covered Person is prescribed, receives, and incurs a charge for Hormonal Oral Chemotherapy for the treatment of Cancer or an Associated Cancerous Condition. Examples of Hormonal Oral Chemotherapy treatments include but are not limited to Nolvadex, Arimidex, Femara, and Lupron and their generic versions, such as tamoxifen.

(3) TOPICAL CHEMOTHERAPY BENEFIT: Aflac will pay \$200 per Calendar Month during which a Covered Person is prescribed, receives, and incurs a charge for a Topical Chemotherapy for the treatment of Cancer or an Associated Cancerous Condition.

Oral/Topical Chemotherapy benefits are limited to the Calendar Month in which the charge for the medication(s) or treatment is incurred. If the prescription is for more than one month, the benefit is limited to the Calendar Month in which the charge is incurred. Total benefits are payable for up to three different Oral/Topical Chemotherapy medicines per Calendar Month, up to a maximum of \$1,200 per Calendar Month. Refills of the same prescription within the same Calendar Month are not considered a different Chemotherapy medicine. No lifetime maximum.

c. RADIATION THERAPY BENEFIT: Aflac will pay \$500 once per Calendar Week during which a Covered Person receives and incurs a charge for Radiation Therapy for the treatment of Cancer or an Associated Cancerous Condition. This benefit will not be paid for each week a radium implant or radioisotope remains in the body. This benefit is limited to the Calendar Week in which the charge for the therapy is incurred. No lifetime maximum.

d. EXPERIMENTAL TREATMENT BENEFIT: Aflac will pay \$500 once per Calendar Week during which a Covered Person receives and incurs a charge for Physician-prescribed experimental Cancer chemotherapy medications. Aflac will

pay \$125 once per Calendar Week during which a Covered Person receives Physician-prescribed experimental Cancer chemotherapy medications as part of a clinical trial that does not charge patients for such medications.

Chemotherapy medications must be approved by the NCI as a viable experimental treatment for Cancer. This benefit does not pay for laboratory tests, diagnostic X-rays, immunoglobulins, Immunotherapy, colony-stimulating factors, and therapeutic devices or other procedures related to these experimental treatments. Benefits will not be paid for each week of continuous infusion of medications dispensed by a pump, implant, or patch. This benefit is limited to the Calendar Week in which the charge for the chemotherapy medications is incurred. No lifetime maximum.

Benefits will not be paid under the Experimental Treatment Benefit for any medications paid under the Immunotherapy Benefit.

2. INDIRECT/ADDITIONAL THERAPY BENEFITS: The following benefits are not payable based on the number, duration, or frequency of Immunotherapy or antinausea drugs received by the Covered Person.

a. IMMUNOTHERAPY BENEFIT: Aflac will pay \$500 per Calendar Month during which a Covered Person receives and incurs a charge for Physician-prescribed Immunotherapy as part of a treatment regimen for Internal Cancer or an Associated Cancerous Condition. This benefit is payable only once per Calendar Month. It is limited to the Calendar Month in which the charge for Immunotherapy is incurred. Lifetime maximum of \$2,500 per Covered Person.

Benefits will not be paid under the Immunotherapy Benefit for any medications paid under the Experimental Treatment Benefit.

b. ANTINAUSEA BENEFIT: Aflac will pay \$150 per Calendar Month during which a Covered Person receives and incurs a charge for antinausea drugs that are prescribed in conjunction with Radiation Therapy Benefits, Injected Chemotherapy Benefits, Oral/Topical Chemotherapy Benefits, or Experimental Treatment Benefits. This benefit is payable only once per Calendar Month and is limited to the Calendar Month in which the charge for antinausea drugs is incurred. No lifetime maximum.

c. STEM CELL TRANSPLANTATION BENEFIT: Aflac will pay \$10,000 when a Covered Person receives and incurs a charge for a peripheral Stem Cell Transplantation for the treatment of Internal Cancer or an Associated Cancerous Condition. This benefit is payable once per Covered Person. Lifetime maximum of \$10,000 per Covered Person.

d. BONE MARROW TRANSPLANTATION BENEFIT: (1) Aflac will pay \$10,000 when a Covered Person receives and incurs a charge for a Bone Marrow Transplantation for the treatment of Internal Cancer or an Associated Cancerous Condition. (2) Aflac will pay the Covered Person's bone marrow donor an indemnity of \$1,000 for his or her expenses incurred as a result of the transplantation procedure. Lifetime maximum of \$10,000 per Covered Person.

e. BLOOD AND PLASMA BENEFIT: Aflac will pay \$150 times the number of days paid under the Hospital Confinement Benefit when a Covered Person receives and incurs a charge for blood and/or plasma transfusions during a covered Hospital confinement. Aflac will pay \$250 for each day a Covered Person receives and incurs a charge for blood and/or plasma transfusions for the treatment of Internal Cancer or an Associated Cancerous Condition as an outpatient in a Physician's office, clinic, Hospital, or Ambulatory Surgical Center. This benefit does not pay for immunoglobulins, Immunotherapy, antihemophilia factors, or colony-stimulating factors. No lifetime maximum.

3. SURGICAL TREATMENT BENEFITS:

a. SURGICAL/ANESTHESIA BENEFIT: When a surgical operation is performed on a Covered Person for a diagnosed Internal Cancer or Associated Cancerous Condition, Aflac will pay the indemnity listed in the Schedule of Operations for the specific procedure when a charge is incurred. If any operation for the treatment of Internal Cancer or an Associated Cancerous Condition is performed other than those listed, Aflac will pay an amount comparable to the amount shown in the Schedule of Operations for the operation most nearly similar in severity and gravity.

EXCEPTIONS: Surgery for Skin Cancer will be payable under Benefit C3b. Reconstructive Surgery will be payable under Benefit E7.

Two or more surgical procedures performed through the same incision will be considered one operation, and benefits will be paid based upon the highest eligible benefit.

Aflac will pay an indemnity benefit equal to 25% of the amount shown in the Schedule of Operations for the administration of anesthesia during a covered surgical operation.

The maximum daily benefit will not exceed \$6,250. No lifetime maximum on the number of operations.

b. SKIN CANCER SURGERY BENEFIT: When a surgical operation is performed on a Covered Person for a diagnosed skin Cancer, including melanoma or Nonmelanoma Skin Cancer, Aflac will pay the indemnity listed below when a charge is incurred for the specific procedure. The indemnity amount listed below

includes anesthesia services. The maximum daily benefit will not exceed \$600. No lifetime maximum on the number of operations.

Laser or Cryosurgery	\$ 50
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Surgeries OTHER THAN Laser or Cryosurgery:

Biopsy	100
Excision of lesion of skin without flap or graft	250
Flap or graft without excision	375
Excision of lesion of skin with flap or graft	600

c. ADDITIONAL SURGICAL OPINION BENEFIT: Aflac will pay \$300 per day when a charge is incurred for an additional surgical opinion, by a Physician, concerning surgery for a diagnosed Cancer or an Associated Cancerous Condition. This benefit is not payable on the same day the NCI Evaluation/ Consultation Benefit is payable. No lifetime maximum.

D. HOSPITALIZATION BENEFITS:

1. HOSPITAL CONFINEMENT BENEFITS:

a. HOSPITALIZATION FOR 30 DAYS OR LESS: When a Covered Person is confined to a Hospital for treatment of Cancer or an Associated Cancerous Condition for 30 days or less, Aflac will pay the amount listed below per day for each day a Covered Person is charged for a room as an inpatient. No lifetime maximum.

Named Insured or Spouse	\$300
Dependent Child	\$375

b. HOSPITALIZATION FOR 31 DAYS OR MORE: During any continuous period of Hospital confinement of a Covered Person for treatment of Cancer or an Associated Cancerous Condition for 31 days or more, Aflac will pay benefits as described in Benefit D1a above for the first 30 days. Beginning with the 31st day of such continuous Hospital confinement, Aflac will pay the amount listed below per day for each day a Covered Person is charged for a room as an inpatient. No lifetime maximum.

Named Insured or Spouse	\$600
Dependent Child	\$750

2. OUTPATIENT HOSPITAL SURGICAL ROOM CHARGE BENEFIT:

When a surgical operation is performed on a Covered Person for treatment of a diagnosed Internal Cancer or Associated Cancerous Condition, and a surgical room charge is incurred, Aflac will pay \$300. For this benefit to be paid, surgeries must be performed on an outpatient basis in a Hospital or an Ambulatory Surgical Center. This benefit is payable once per day and is not payable on the same day the Hospital Confinement Benefit is payable. This benefit is payable in addition to the Surgical/ Anesthesia Benefit. The maximum daily benefit will not exceed \$300. No lifetime maximum on number of operations.

This benefit is also payable for Nonmelanoma Skin Cancer surgery involving a flap or graft. It is not payable for any surgery performed in a Physician's office.

E. CONTINUING CARE BENEFITS:

1. EXTENDED-CARE FACILITY BENEFIT: When a Covered Person is hospitalized and receives benefits under Benefit D1 and is later confined, within 30 days of the covered Hospital confinement, to an extended-care facility, a skilled nursing facility, a rehabilitation unit or facility, a transitional care unit or any bed designated as a swing bed, or to a section of the Hospital used as such, (collectively referred to as "Extended-Care Facility"), Aflac will pay \$150 per day when a charge is incurred for such continued confinement. For each day this benefit is payable, benefits under Benefit D1 are NOT payable. Benefits are limited to 30 days in each Calendar Year per Covered Person.

If more than 30 days separates confinements in an Extended-Care Facility, benefits are not payable for the second confinement unless the Covered Person again receives benefits under Benefit D1 and is confined as an inpatient to the Extended-Care Facility within 30 days of that confinement.

2. HOME HEALTH CARE BENEFIT: When a Covered Person is hospitalized for the treatment of Internal Cancer or an Associated Cancerous Condition and then has either home health care or health supportive services provided on his or her behalf, Aflac will pay \$150 per day when a charge is incurred for each such visit, subject to the following conditions:

- a. The home health care or health supportive services must begin within seven days of release from the Hospital.
- b. This benefit is limited to ten days per hospitalization for each Covered Person.
- c. This benefit is limited to 30 days in any Calendar Year for each Covered Person.
- d. This benefit will not be payable unless the attending Physician prescribes such services to be performed in the home of the Covered Person and certifies that if these services were not available, the Covered Person would have to be hospitalized to receive the necessary care, treatment, and services.
- e. Home health care and health supportive services must be performed by a person, other than a member of your Immediate Family, who is licensed, certified, or otherwise duly qualified to perform such services on the same basis as if the services had been performed in a health care facility.

This benefit is not payable the same day the Hospice Care Benefit is payable.

3. HOSPICE CARE BENEFIT: When a Covered Person is diagnosed with Internal Cancer or an Associated Cancerous Condition and therapeutic intervention directed toward the cure of the disease

is medically determined to be no longer appropriate, and if the Covered Person's medical prognosis is one in which there is a life expectancy of six months or less as the direct result of Internal Cancer or an Associated Cancerous Condition (hereinafter referred to as "Terminally Ill"), Aflac will pay a one-time benefit of \$1,000 for the first day the Covered Person receives Hospice care and \$50 per day thereafter for Hospice care. For this benefit to be payable, Aflac must be furnished: (1) a written statement from the attending Physician that the Covered Person is Terminally Ill, and (2) a written statement from the Hospice certifying the days services were provided. This benefit is not payable the same day the Home Health Care Benefit is payable. Lifetime maximum for each Covered Person is \$12,000.

4. NURSING SERVICES BENEFIT: While confined in a Hospital for the treatment of Cancer or an Associated Cancerous Condition, if a Covered Person requires and is charged for private nurses and their services other than those regularly furnished by the Hospital, Aflac will pay \$150 per day for full-time private care and attendance provided by such nurses (registered graduate nurses, licensed practical nurses, or licensed vocational nurses). These services must be required and authorized by the attending Physician. This benefit is not payable for private nurses who are members of your Immediate Family. This benefit is payable for only the number of days the Hospital Confinement Benefit is payable. No lifetime maximum.

5. SURGICAL PROSTHESIS BENEFIT: Aflac will pay \$3,000 when a charge is incurred for surgically implanted prosthetic devices that are prescribed as a direct result of surgery for Internal Cancer or Associated Cancerous Condition treatment. Lifetime maximum of \$6,000 per Covered Person.

The Surgical Prosthesis Benefit does not include coverage for tissue expanders or a Breast Transverse Rectus Abdominis Myocutaneous (TRAM) Flap.

6. NONSURGICAL PROSTHESIS BENEFIT: Aflac will pay \$250 per occurrence, per Covered Person when a charge is incurred for nonsurgically implanted prosthetic devices that are prescribed as a direct result of treatment for Internal Cancer or an Associated Cancerous Condition. Examples of nonsurgically implanted prosthetic devices include voice boxes, hair pieces, and removable breast prostheses. Lifetime maximum of \$500 per Covered Person.

7. RECONSTRUCTIVE SURGERY BENEFIT: Aflac will pay the specified indemnity listed below when a charge is incurred for a reconstructive surgical operation that is performed on a Covered Person as a result of treatment of Cancer or treatment of an Associated Cancerous Condition. The maximum daily benefit will not exceed \$3,000. No lifetime maximum on number of operations.

Breast Tissue/Muscle Reconstruction Flap Procedures	\$3,000
Breast Reconstruction (occurring within five years of breast cancer diagnosis)	700
Breast Symmetry (on the nondiseased breast occurring within five years of breast reconstruction)	350
Facial Reconstruction	700

Aflac will pay an indemnity benefit equal to 25% of the amount shown above for the administration of anesthesia during a covered reconstructive surgical operation.

If any reconstructive surgery is performed other than those listed, Aflac will pay an amount comparable to the amount shown above for the operation most nearly similar in severity and gravity.

8. EGG HARVESTING AND STORAGE (CRYOPRESERVATION)

BENEFIT: Aflac will pay \$1,500 for a Covered Person to have oocytes extracted and harvested. In addition, Aflac will pay, one time per Covered Person, \$500 for the storage of a Covered Person's oocyte(s) or sperm when a charge is incurred to store with a licensed reproductive tissue bank or similarly licensed facility. Any such extraction, harvesting, or storage must occur prior to chemotherapy or radiation treatment that has been prescribed for the Covered Person's treatment of Cancer or an Associated Cancerous Condition. Lifetime maximum of \$2,000 per Covered Person.

F. AMBULANCE, TRANSPORTATION, AND LODGING BENEFITS:

1. AMBULANCE BENEFIT: Aflac will pay \$250 when a charge is incurred for ambulance transportation of a Covered Person to or from a Hospital where the Covered Person receives treatment of Cancer or an Associated Cancerous Condition. Aflac will pay \$2,000 when a charge is incurred for air ambulance transportation of a Covered Person to or from a Hospital where the Covered Person receives treatment for Cancer or an Associated Cancerous Condition. This benefit is limited to two trips per confinement. The ambulance service must be performed by a licensed professional ambulance company. No lifetime maximum.

2. TRANSPORTATION BENEFIT: Aflac will pay 50 cents per mile for transportation, up to a combined maximum of \$1,500, if a Covered Person requires treatment that has been prescribed by the attending Physician for Cancer or an Associated Cancerous Condition. This benefit includes:

- a. Personal vehicle transportation of the Covered Person limited to the distance of miles between the Hospital or medical facility and the residence of the Covered Person.
- b. Commercial transportation (in a vehicle licensed to carry passengers for a fee) of the Covered Person and no more than one additional adult to travel with the Covered Person.

If the treatment is for a covered Dependent Child and commercial transportation is necessary, Aflac will pay for up to two adults to travel with the covered Dependent Child. This benefit is limited to the distance of miles between the Hospital or medical facility and the residence of the Covered Person.

This benefit is payable up to a maximum of \$1,500 per round trip for all travelers and modes of transportation combined. No lifetime maximum.

THIS BENEFIT IS NOT PAYABLE FOR TRANSPORTATION TO ANY HOSPITAL/FACILITY LOCATED WITHIN A 50-MILE RADIUS OF THE RESIDENCE OF THE COVERED PERSON OR FOR TRANSPORTATION BY AMBULANCE TO OR FROM ANY HOSPITAL.

3. LODGING BENEFIT: Aflac will pay \$80 per day when a charge is incurred for lodging, in a room in a motel, hotel, or other commercial accommodation, for you or any one adult family member when a Covered Person receives treatment for Cancer or an Associated Cancerous Condition at a Hospital or medical facility more than 50 miles from the Covered Person's residence. This benefit is not payable for lodging occurring more than 24 hours prior to treatment or for lodging occurring more than 24 hours following treatment. This benefit is limited to 90 days per Calendar Year.

G. PREMIUM WAIVER BENEFITS:

1. WAIVER OF PREMIUM BENEFIT: If you, due to having Cancer or an Associated Cancerous Condition, are completely unable to perform all of the usual and customary duties of your occupation [if you are not employed: are completely unable to perform two or more Activities of Daily Living (ADLs) without the assistance of another person] for a period of 90 continuous days, Aflac will waive, from month to month, any premiums falling due during your continued inability. For premiums to be waived, Aflac will require an employer's statement (if applicable) and a Physician's statement of your inability to perform said duties or activities, and may each month thereafter require a Physician's statement that total inability continues.

If you die and your Spouse becomes the new Named Insured, premiums will resume and be payable on the first premium due date after the change. The new Named Insured will then be eligible for this benefit if the need arises.

Aflac may ask for and use an independent consultant to determine whether you can perform an ADL when this benefit is in force.

Aflac will also waive, from month to month, any premiums falling due while you are receiving Hospice Benefits.

4. Optional Benefits:

INITIAL DIAGNOSIS BUILDING BENEFIT RIDER: (Form A78050FL)

Applied for: Yes No

INITIAL DIAGNOSIS BUILDING BENEFIT: This benefit can be purchased in units of \$100 each, up to a maximum of five units or \$500. **All amounts cited in this rider are for one unit of coverage. If more than one unit has been purchased, the amounts listed must be multiplied by the number of units in force.** The number of units you purchased is shown in both the Policy Schedule and the attached application.

The **INITIAL DIAGNOSIS BENEFIT**, as shown in the policy, will be increased by \$100 for each unit purchased on each rider anniversary date while this rider remains in force. (The amount of the monthly increase will be determined on a pro rata basis.) This benefit will be paid under the same terms as the Initial Diagnosis Benefit in the policy to which this rider is attached. This benefit will cease to build for each Covered Person on the anniversary date of this rider following the Covered Person's 65th birthday or at the time Internal Cancer or an Associated Cancerous Condition is diagnosed for that Covered Person, whichever occurs first. However, regardless of the age of the Covered Person on the Effective Date of this rider, this benefit will accrue for a period of at least five years, unless Internal Cancer or an Associated Cancerous Condition is diagnosed prior to the fifth year of coverage.

Exceptions, Reductions, and Limitations of Rider Form A78050FL:

This rider contains a 30-day waiting period. If a Covered Person has Internal Cancer or an Associated Cancerous Condition diagnosed before coverage has been in force 30 days from the Effective Date, you may, at your option, elect to void the rider from its beginning and receive a full refund of premium.

The Initial Diagnosis Building Benefit is not payable for: (1) any Internal Cancer or Associated Cancerous Condition diagnosed or treated before the Effective Date of the rider and the subsequent recurrence, extension, or metastatic spread of such Internal Cancer or Associated Cancerous Condition; (2) Internal Cancer or Associated Cancerous Conditions diagnosed during the rider's 30-day waiting period; or (3) the diagnosis of Nonmelanoma Skin Cancer. **Any Covered Person who has had a previous diagnosis of Internal Cancer or an Associated Cancerous Condition will NOT be eligible for an Initial Diagnosis Building Benefit under this rider for a recurrence, extension, or metastatic spread of that same Internal Cancer or Associated Cancerous Condition.**

DEPENDENT CHILD RIDER: (Form A78051FL)

Applied for: Yes No

DEPENDENT CHILD BENEFIT: Aflac will pay \$10,000 when a covered Dependent Child is diagnosed as having Internal Cancer or an Associated Cancerous Condition while this rider is in force.

This benefit is payable under this rider only once for each covered Dependent Child. In addition to the Positive Medical Diagnosis, we may require additional information from the attending Physician and Hospital.

Exceptions, Reductions, and Limitations of Rider Form A78051FL:

This rider contains a 30-day waiting period. If a covered Dependent Child has Internal Cancer or an Associated Cancerous Condition diagnosed before coverage has been in force 30 days from the Effective Date you may, at your option, elect to void this rider from its beginning and receive a full refund of premium.

The Dependent Child Benefit is not payable for: (1) any Internal Cancer or Associated Cancerous Condition diagnosed or treated before the Effective Date of this rider and the subsequent recurrence, extension, or metastatic spread of such Internal Cancer or Associated Cancerous Condition; (2) Internal Cancer or Associated Cancerous Conditions diagnosed during this rider's 30-day waiting period; or (3) the diagnosis of Nonmelanoma Skin Cancer. **Any Dependent Child who has had a previous diagnosis of Internal Cancer or an Associated Cancerous Condition will NOT be eligible for any benefit under this rider for a recurrence, extension, or metastatic spread of that same Internal Cancer or Associated Cancerous Condition.**

SPECIFIED-DISEASE BENEFIT RIDER: (Form A78052FL)

Applied for: Yes No

This rider is issued on the basis that the information shown on the application is correct and complete. If answers on your application for this rider are incorrect or incomplete, then this rider may be voided or claims may be denied. If voided, any premiums for this rider, less any claims paid, will be refunded to you.

SPECIFIED-DISEASE INITIAL BENEFIT: While coverage is in force, if a Covered Person is first diagnosed, after the Effective Date of this rider, with any of the covered Specified Diseases, Aflac will pay a benefit of \$1,000. This benefit is payable only once per covered disease per Covered Person. **NO OTHER BENEFITS ARE PAYABLE FOR ANY COVERED SPECIFIED DISEASE NOT PROVIDED FOR IN THIS RIDER.**

A. HOSPITAL CONFINEMENT BENEFITS:

1. HOSPITALIZATION FOR 30 DAYS OR LESS: When a Covered Person is confined to a Hospital for 30 days or less, for a covered Specified Disease, Aflac will pay \$200 per day.

2. HOSPITALIZATION FOR 31 DAYS OR MORE: During any continuous period of Hospital confinement of 31 days or more for a covered Specified Disease, Aflac will pay benefits as described in Section A1 above for the first 30 days, and beginning with the 31st day of such continuous Hospital confinement, Aflac will pay \$500 per day.

“Specified Disease,” as used under this benefit, means one or more of the diseases listed below. These diseases must be first diagnosed by a Physician 30 days following the Effective Date of this rider for benefits to be paid. The diagnosis must be made by and upon a tissue specimen, culture(s), and/or titer(s). If any of these diseases are diagnosed prior to this rider’s being in effect for 30 days, benefits for that disease(s) will be paid only for loss incurred after this rider has been in force two years.

- adrenal hypofunction (Addison’s disease)
- amyotrophic lateral sclerosis (ALS or Lou Gehrig’s disease)
- botulism
- bubonic plague
- cerebral palsy
- cholera
- cystic fibrosis
- diphtheria
- encephalitis (including encephalitis contracted from West Nile virus)
- Huntington’s chorea
- Lyme disease
- malaria
- meningitis (bacterial)
- multiple sclerosis
- muscular dystrophy
- myasthenia gravis
- necrotizing fasciitis
- osteomyelitis
- polio
- rabies
- Reye’s syndrome
- scleroderma
- sickle cell anemia
- systemic lupus
- tetanus
- toxic shock syndrome
- tuberculosis
- tularemia
- typhoid fever
- variant Creutzfeldt-Jakob disease (mad cow disease)
- yellow fever

RETURN OF PREMIUM BENEFIT: (Form A78053FL)

Applied for: Yes No

Aflac will pay you a cash value based upon the annualized premium paid for this rider, the policy, and any other attached benefit riders **(premium paid for the policy and other attached benefit riders will be calculated at the original premium in effect on the rider Effective Date and will not include premium increases that may occur for the policy or other such riders)**. All Return of Premium Benefits/cash

values paid will be less any claims paid. If you surrender this rider for its cash value after Cancer or an Associated Cancerous Condition is diagnosed but before claims are submitted, we will reduce subsequent claim payment(s) by the amount of the cash value paid. Both the policy and the rider must remain in force for 20 consecutive years for you to obtain a maximum refund of premiums paid. If this rider is added to the policy after the policy has been issued, only the premium paid for the policy after the Effective Date of this rider will be returned. When the rider is issued after the Effective Date of the policy, the 20-year period begins for both the policy and the rider on the rider Effective Date.

The cash value for premium paid for the policy and rider begins on the fifth rider anniversary date.

Your cash value is based upon annualized premium of \$_____. If you surrender this rider after its fifth anniversary and such surrender occurs between rider anniversaries, a prorated amount for the partial year will be paid. The proration will be calculated by taking the cash value difference between the last and next anniversary dates, dividing by 12, and multiplying by the number of months that premiums were earned in the partial year at the time of surrender. This proration will then be added to the cash value on the last rider anniversary date, and this will be the cash value paid.

IMPORTANT! READ CAREFULLY: This rider will terminate on the earlier of: its 20th anniversary date and payment of the cash value; your surrender of it for its cash value between the fifth and 20th anniversary dates; your death prior to its 20th anniversary date, in which case the cash value (if any) will be paid to your estate; your failure to pay the premium for this rider, in which case any cash values due will be paid; the policy’s termination, in which case any cash values due will be paid; or the time that claims paid equal or exceed the cash value that would be paid on the 20th policy anniversary. When this rider terminates (is no longer in force), no further premium will be charged for it.

5. Exceptions, Reductions, and Limitations of the Policy (This is not a daily hospital expense plan.):

A. We pay only for treatment of Cancer and Associated Cancerous Conditions, including direct extension, metastatic spread, or recurrence. Benefits are not provided for premalignant conditions or conditions with malignant potential (unless specifically covered); complications of either Cancer or an Associated Cancerous Condition; or any other disease, sickness, or incapacity.

- B.** This policy contains a 30-day waiting period. If a Covered Person has Cancer or an Associated Cancerous Condition diagnosed before his or her coverage has been in force 30 days, benefits for treatment of that Cancer or Associated Cancerous Condition will apply only to treatment occurring after two years from the Effective Date of such person's coverage. At your option, you may elect to void the coverage and receive a full refund of premium.
- C.** The Initial Diagnosis Benefit is not payable for: (1) any Internal Cancer or Associated Cancerous Condition diagnosed or treated before the Effective Date of this policy and the subsequent recurrence, extension, or metastatic spread of such Internal Cancer or Associated Cancerous Condition; (2) Internal Cancer or an Associated Cancerous Condition diagnosed during this policy's 30-day waiting period; or (3) the diagnosis of Nonmelanoma Skin Cancer. **Any Covered Person who has had a previous diagnosis of Internal Cancer or an Associated Cancerous Condition will NOT be eligible for an Initial Diagnosis Benefit under this policy for a recurrence, extension, or metastatic spread of that same Internal Cancer or Associated Cancerous Condition.**
- D.** Aflac will not pay benefits whenever coverage provided by this policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.
- E.** Aflac will not pay benefits whenever fraud is committed in making a claim under this coverage or any prior claim under any other Aflac coverage for which you received benefits that were not lawfully due and that fraudulently induced payment.
- 6. Renewability:** The policy is guaranteed-renewable for life by payment of the premium in effect at the beginning of each renewal period. Premium rates may change only if changed on all policies of the same form number and class in force in your state (in which the policy was sold).

RETAIN FOR YOUR RECORDS.

THIS OUTLINE OF COVERAGE IS ONLY A BRIEF SUMMARY OF THE COVERAGE PROVIDED.

THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.

TERMS YOU NEED TO KNOW

ACTIVITIES OF DAILY LIVING (ADLs): BATHING: washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower; MAINTAINING CONTINENCE: controlling urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters; TRANSFERRING: moving between a bed and a chair, or a bed and a wheelchair; DRESSING: putting on and taking off all necessary items of clothing; TOILETING: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; EATING: performing all major tasks of getting food into your body.

ASSOCIATED CANCEROUS CONDITION: Myelodysplastic blood disorder, myeloproliferative blood disorder, or internal carcinoma in situ (in the natural or normal place, confined to the site of origin without having invaded neighboring tissue). An Associated Cancerous Condition must receive a Positive Medical Diagnosis. **Premalignant conditions or conditions with malignant potential, other than those specifically named above, are not considered Associated Cancerous Conditions.**

CANCER: Disease manifested by the presence of a malignant tumor and characterized by the uncontrolled growth and spread of malignant cells, and the invasion of tissue. Cancer also includes but is not limited to leukemia, Hodgkin's disease, and melanoma. Cancer must receive a Positive Medical Diagnosis.

- 1. INTERNAL CANCER:** All Cancers other than Nonmelanoma Skin Cancer (see definition of "Nonmelanoma Skin Cancer").
- 2. NONMELANOMA SKIN CANCER:** A Cancer other than a melanoma that begins in the outer part of the skin (epidermis).

Associated Cancerous Conditions, premalignant conditions, or conditions with malignant potential will not be considered Cancer.

COVERED PERSON: Any person insured under the coverage type you applied for: individual (named insured listed in the Policy Schedule), named insured/Spouse only (named insured and Spouse), one-parent family (named insured and Dependent Children), or two-parent family (named insured, Spouse, and Dependent Children). "Spouse" is defined as the person to whom you are legally married and who is listed on your application. Newborn children are automatically insured from the moment of birth. If coverage is for individual or named insured/Spouse only and you desire uninterrupted coverage for a newborn child, you must notify Aflac in writing within 31 days of the birth of your child, and Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due. Coverage will include any other Dependent Child, regardless of age, who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who became so incapacitated prior to age 26 and while covered under the policy. "Dependent Children" are your natural children, stepchildren, legally adopted children, foster children, or children in your custodial care who are under age 26.

EFFECTIVE DATE: The date coverage begins, as shown in the Policy Schedule. The Effective Date is not the date you signed the application for coverage.

PHYSICIAN: A person legally qualified to practice medicine, other than you or a member of your immediate family, who is licensed as a Physician by the state where treatment is received to treat the type of condition for which a claim is made.

ADDITIONAL INFORMATION

An Ambulatory Surgical Center does not include a doctor's or dentist's office, clinic, or other such location.

The term "Hospital" does not include any institution or part thereof used as an emergency room; an observation unit; a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial, educational, or rehabilitative care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

A Bone Marrow Transplantation does not include Stem Cell Transplantations.

A Stem Cell Transplantation does not include Bone Marrow Transplantations.

If Nonmelanoma Skin Cancer is diagnosed during hospitalization, benefits will be limited to the day(s) the Covered Person actually received treatment for Nonmelanoma Skin Cancer.

If treatment for Cancer or an Associated Cancerous Condition is received in a U.S. government Hospital, the benefits listed in the policy will not require a charge for them to be payable.



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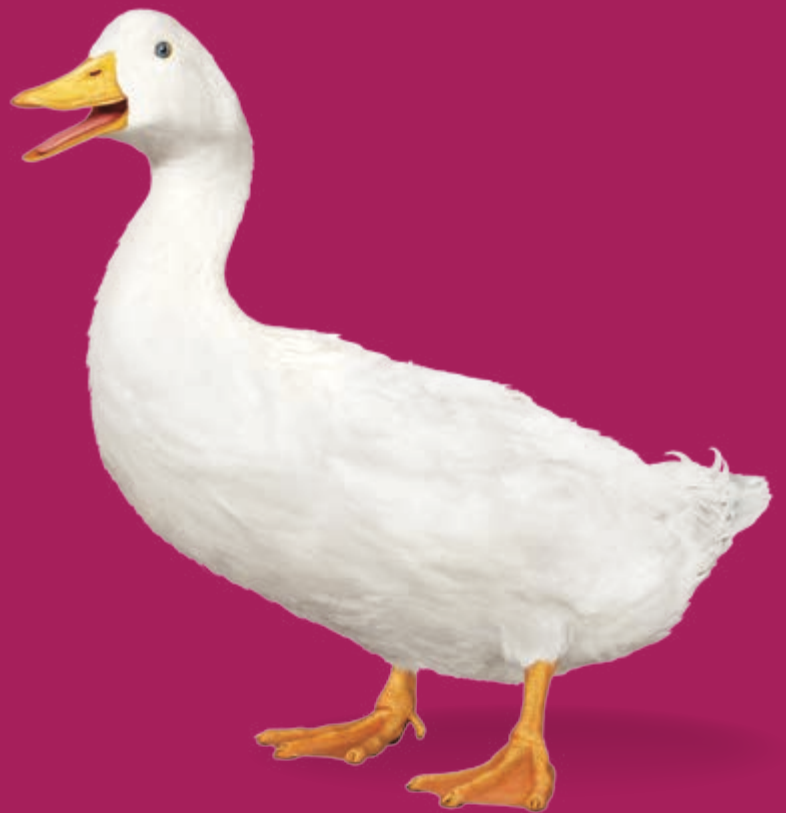
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Aflac Critical Care Protection

SPECIFIED HEALTH EVENT INSURANCE – OPTION 3

We've been dedicated to helping provide peace of mind and financial security for over 60 years.



AFLAC CRITICAL CARE PROTECTION SPECIFIED HEALTH EVENT INSURANCE – OPTION 3

Policy Series A74000

CCP³

Critical care for you. Added financial protection for your family.

Aflac's Critical Care Protection policy helps provide financial peace of mind if you experience a serious health event, such as a heart attack or stroke. You will receive a lump sum benefit upon diagnosis of a covered event with additional benefits to be paid for things such as a hospital confinement, intensive care unit confinement, ambulance, transportation, lodging, and therapy. Benefits are also paid for specific heart surgeries, such as heart valve surgery, coronary angioplasty, coronary stent implantation, and pacemaker placement.

All benefits are paid directly to you, unless otherwise assigned, and can be used for any out-of-pocket expenses you have such as car payments, mortgage or rent payments, or utility bills. Aflac Critical Care Protection allows you to help protect the things you love the most from the things you expect the least.



Get the facts:

FACT NO. 1

ABOUT
EVERY

34 SECONDS

AN AMERICAN SUFFERS A HEART ATTACK.¹

FACT NO. 2

ABOUT
EVERY

40 SECONDS

SOMEONE IN THE UNITED STATES HAS A STROKE.¹

¹Heart Disease and Stroke Statistics, 2016 Update, American Heart Association.

Understand the difference Aflac can make in your financial security.

Aflac pays cash benefits directly to you, unless you choose otherwise. Aflac Critical Care Protection is designed to provide you with cash benefits if you experience a specified health event, such as sudden cardiac arrest or end-stage renal failure. This means that you will have added financial resources to help with expenses incurred due to a serious health event, to help with ongoing living expenses, or to help with any purpose you choose.

Aflac Critical Care Protection offers more types of benefits compared to other critical illness coverage on the market:

- Pays \$7,500 upon diagnosis of having had a specified health event, which increases to \$10,000 for dependent children
- Pays benefits for specified heart surgeries, such as heart valve surgery, coronary angioplasty, coronary stent implantation, pacemaker placement, and many more
- Pays \$300 per day for covered hospital stays
- Daily benefits payable for covered hospital intensive care unit and step-down intensive care unit confinements
- Pays benefits for physical therapy, speech therapy, rehabilitation therapy, home health care, and many more
- Transportation and lodging benefits payable for travel to receive treatment
- Guaranteed-renewable for your lifetime with some benefits reduced at age 70—as long as premiums are paid, the policy cannot be canceled

Specified health events covered by the Critical Care Protection policy include:

- Heart Attack
- Stroke
- Coronary Artery Bypass Graft Surgery (CABG)
- Sudden Cardiac Arrest
- Third-Degree Burns
- Coma
- Paralysis
- Major Human Organ Transplant
- End-Stage Renal Failure
- Persistent Vegetative State

Specified Heart Surgery Benefits covered by the Critical Care Protection policy include:

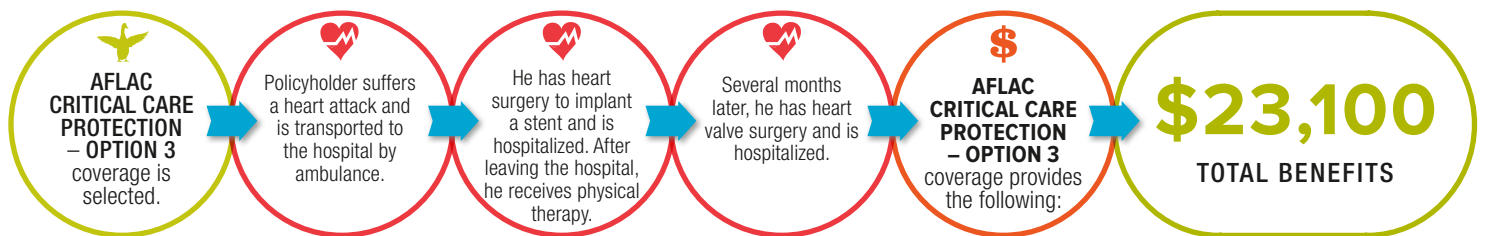
Tier One:

- Heart Valve Surgery
- Surgical Treatment of Abdominal Aortic Aneurysm

Tier Two:

- Coronary Angioplasty
- Transmyocardial Revascularization (TMR)
- Atherectomy
- Coronary Stent Implantation
- Cardiac Catheterization
- Automatic Implantable Cardioverter Defibrillator (AICD) Placement
- Pacemaker Placement

How it works



The above example is based on a scenario for Aflac Critical Care Protection – Option 3 that includes the following benefit conditions: First-Occurrence Benefit (heart attack) of \$7,500, Ambulance Benefit (ground ambulance transportation) of \$250, Specified Heart Surgery Benefit – Tier Two (Coronary Stent Implantation) of \$2,000, Hospital Intensive Care Unit Benefit (4 days) of \$3,200, Hospital Confinement Benefit (8 days) of \$2,400, Specified Heart Surgery Benefit – Tier One (heart valve surgery) of \$4,000, and Continuing Care Benefit (30 days) of \$3,750.

The policy has limitations and exclusions that may affect benefits payable. For costs and complete details of the coverage, contact your Aflac insurance agent/producer. This brochure is for illustrative purposes only. Refer to the policy for benefit details, definitions, limitations, and exclusions.

Aflac Critical Care Protection – Option 3 Benefit Overview

BENEFIT NAME	BENEFIT AMOUNT
HOSPITAL INTENSIVE CARE UNIT BENEFIT	Days 1–7: \$800 per day; Days 8–15: \$1,300 per day Limited to 15 days per period of confinement; no lifetime maximum
STEP-DOWN INTENSIVE CARE UNIT BENEFIT	\$500 per day; limited to 15 days per period of confinement; no lifetime maximum
PROGRESSIVE BENEFIT FOR HOSPITAL INTENSIVE CARE UNIT/STEP-DOWN INTENSIVE CARE UNIT CONFINEMENT	An indemnity of \$2 will accumulate for the named insured and the covered spouse for each calendar month the policy remains in force after the effective date
FIRST-OCCURRENCE BENEFIT:	
Named Insured/Spouse	\$7,500; lifetime maximum \$7,500 per covered person
Dependent Children	\$10,000; lifetime maximum \$10,000 per covered person
SUBSEQUENT SPECIFIED HEALTH EVENT BENEFIT	\$3,500 Subsequent occurrence limitations apply. No lifetime maximum.
SPECIFIED HEART SURGERY BENEFITS	<p>Tier One: \$4,000 when a covered person undergoes one of the following:</p> <ul style="list-style-type: none"> • Heart Valve Surgery • Surgical Treatment of Abdominal Aortic Aneurysm <p>Tier Two: \$2,000 when a covered person undergoes one of the following:</p> <ul style="list-style-type: none"> • Coronary Angioplasty • Transmyocardial Revascularization (TMR) • Atherectomy • Coronary Stent Implantation • Cardiac Catheterization • Automatic Implantable Cardioverter Defibrillator (AICD) Placement • Pacemaker Placement <p>Tier One and Tier Two benefits are payable only once per covered person, per lifetime. Subsequent occurrence limitations apply.</p>
SUBSEQUENT TIER ONE SPECIFIED HEART SURGERY BENEFIT	\$1,000 Subsequent occurrence limitations apply. No lifetime maximum.
HOSPITAL CONFINEMENT BENEFIT	\$300 per day; no lifetime maximum
CONTINUING CARE BENEFIT	<p>\$125 each day when a covered person is charged for any of the following treatments:</p> <ul style="list-style-type: none"> • Rehabilitation Therapy • Physical Therapy • Speech Therapy • Occupational Therapy • Respiratory Therapy • Dietary Therapy/Consultation • Home Health Care • Dialysis • Hospice Care • Extended Care • Physician Visits • Nursing Home Care <p>Treatment is limited to 75 days for continuing care received within 180 days following the occurrence of the most recent covered specified health event or specified heart surgery. No lifetime maximum.</p>
AMBULANCE BENEFIT	\$250 ground or \$2,000 air; no lifetime maximum
TRANSPORTATION BENEFIT	\$.50 per mile, per covered person whom special treatment is prescribed, for a covered loss Limited to \$1,500 per occurrence; no lifetime maximum
LODGING BENEFIT	Up to \$75 per day, for covered lodging charges Limited to 15 days per occurrence; no lifetime maximum
WAIVER OF PREMIUM BENEFIT	Premium waived, from month to month, during total inability (after 180 continuous days)

LIMITED BENEFIT

**AFLAC CRITICAL
CARE PROTECTION**

American Family Life Assurance Company of Columbus
(herein referred to as Aflac)
Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999
Toll-Free 1.800.99.AFLAC (1.800.992.3522)
Visit our website at aflac.com

The policy described in this Outline of Coverage provides supplemental coverage
and will be issued only to supplement insurance already in force.

SPECIFIED HEALTH EVENT INSURANCE
Supplemental Health Insurance Coverage
Outline of Coverage for Policy Form A74300FL

THIS POLICY IS NOT A MEDICARE SUPPLEMENT POLICY.

If you are eligible for Medicare, review the Medicare Supplement Buyer's Guide available from the company.

(1) Read Your Policy Carefully: This Outline of Coverage provides a very brief description of some of the important features of your policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and Aflac. It is, therefore, important that you READ YOUR POLICY CAREFULLY.

(2) Specified Health Event Insurance Coverage is designed to supplement your existing accident and sickness coverage only when certain losses occur as a result of Specified Health Events or other conditions as specified. Specified Health Events are: Heart Attack, Stroke, End-Stage Renal Failure, Major Human Organ Transplant, Third-Degree Burns, Persistent Vegetative State, Coma, Paralysis, Coronary Artery Bypass Graft Surgery (CABG), or Sudden Cardiac Arrest. Coverage is provided for the benefits outlined in **(3) Benefits**. The benefits described in **(3) Benefits** may be limited by **(5) Exceptions, Reductions, and Limitations of the Policy**.

(3) Benefits:

IMPORTANT: BENEFITS FOR INTENSIVE CARE UNIT CONFINEMENTS REDUCE BY ONE-HALF FOR LOSSES INCURRED ON OR AFTER THE POLICY ANNIVERSARY DATE FOLLOWING THE 70TH BIRTHDAY OF A COVERED PERSON.

While coverage is in force, Aflac will pay the following benefits, as applicable, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions. The term "Hospital Confinement" does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

BENEFITS FOR INTENSIVE CARE UNIT CONFINEMENTS:

A. HOSPITAL INTENSIVE CARE UNIT BENEFIT: Aflac will pay the following benefits when a Covered Person incurs a charge for confinement in a Hospital Intensive Care Unit for a covered Sickness or Injury:

Days 1 – 7:

Sickness/Injury
\$800 per day

Days 8 – 15:

Sickness/Injury
\$1,300 per day

This benefit is limited to 15 days per Period of Confinement.

The Hospital Intensive Care Unit Benefit is not payable on the same day as the Step-Down Intensive Care Unit Benefit. If a Covered Person is charged for both on the same day, only the highest eligible benefit will be paid. Confinement in a U.S. government Hospital does not require a charge for benefits to be payable. No lifetime maximum.

B. STEP-DOWN INTENSIVE CARE UNIT BENEFIT: Aflac will pay \$500 per day when a Covered Person incurs a charge for confinement in a Step-Down Intensive Care Unit for a covered Sickness or Injury.

This benefit is limited to 15 days per Period of Confinement and is also payable for confinement in a Hospital Intensive Care Unit after exhaustion of benefits payable under the Hospital Intensive Care Unit Benefit.

The Step-Down Intensive Care Unit Benefit is not payable on the same day as the Hospital Intensive Care Unit Benefit. If a Covered Person is charged for both on the same day, only the highest eligible benefit will be paid. Confinement in a U.S. government Hospital does not require a charge for benefits to be payable. No lifetime maximum.

C. PROGRESSIVE BENEFIT FOR HOSPITAL INTENSIVE CARE UNIT/STEP-DOWN INTENSIVE CARE UNIT CONFINEMENT: An indemnity of two dollars will accumulate for the Named Insured and the covered Spouse for each calendar month coverage remains in force after the Effective Date. This accumulated indemnity, if

any, will be paid in addition to the Hospital Intensive Care Unit Benefit and Step-Down Intensive Care Unit Benefit for each day of a Period of Confinement for which benefits are payable. This Progressive Benefit will continue to build, regardless of claims paid, until the policy anniversary date following the 65th birthday of a Covered Person. Any amount accrued at the time this benefit ceases to build for a Covered Person will continue to be added to the benefit amount for all Hospital Intensive Care Unit/Step-Down Hospital Intensive Care Unit confinements commencing prior to the policy anniversary date following the 70th birthday of the Covered Person. **THIS ACCUMULATED BENEFIT REDUCES AT AGE 70.** This accumulated benefit will be reduced by one-half for Hospital Intensive Care Unit/Step-Down Intensive Care Unit confinements commencing on or after the policy anniversary date following the 70th birthday of a Covered Person. **This benefit is not applicable and will not accrue to any Covered Person who has attained age 65 prior to the Effective Date of coverage.** The Named Insured and covered Spouse, if any, are the only persons eligible for this benefit if One-Parent Family or Two-Parent Family coverage is in force. Dependent Children do not qualify for this benefit. When a Spouse is added to an existing policy, this benefit will begin to accrue from the endorsement date adding such Spouse, provided the Spouse has not yet attained age 65.

BENEFITS FOR SPECIFIED HEALTH EVENTS AND/OR SPECIFIED HEART SURGERIES:

D. FIRST-OCCURRENCE BENEFIT: Aflac will pay the following benefit amount for each Covered Person when he or she is first diagnosed as having had a Specified Health Event:

Named Insured/Spouse

\$7,500 (Lifetime maximum \$7,500 per Covered Person)

Dependent Children

\$10,000 (Lifetime maximum \$10,000 per Covered Person)

This benefit is payable only once per Covered Person, per lifetime.

E. SUBSEQUENT SPECIFIED HEALTH EVENT BENEFIT: If benefits have been paid to a Covered Person under the First-Occurrence Benefit above, Aflac will pay \$3,500 if such Covered Person is later diagnosed as having had a subsequent Specified Health Event.

For the Subsequent Specified Health Event Benefit to be payable, the subsequent Specified Health Event must occur 180 days or more after the occurrence of any previously paid Specified Health Event for such Covered Person. No lifetime maximum.

F. SPECIFIED HEART SURGERY BENEFITS: Aflac will pay the amount shown below when a Covered Person undergoes one of the following:

1. TIER ONE \$4,000:

- a. Heart Valve Surgery
- b. Surgical Treatment of Abdominal Aortic Aneurysm

The Tier One benefit is payable only once per Covered Person, per lifetime.

2. TIER TWO \$2,000:

- a. Coronary Angioplasty
- b. Transmyocardial Revascularization (TMR)
- c. Atherectomy
- d. Coronary Stent Implantation
- e. Cardiac Catheterization
- f. Automatic Implantable Cardioverter Defibrillator (AICD) Placement
- g. Pacemaker Placement

The Tier Two benefit is payable only once per Covered Person, per lifetime.

For Specified Heart Surgery Benefits to be payable for both a Tier One and a Tier Two Specified Heart Surgery, the subsequent surgery must occur 180 days or more after the occurrence of the previously paid Specified Heart Surgery for such Covered Person. If a Tier One and a Tier Two Specified Heart Surgery are performed at the same time, only the highest eligible benefit will be paid.

G. SUBSEQUENT TIER ONE SPECIFIED HEART SURGERY BENEFIT: If benefits have been paid for a Tier One Specified Heart Surgery, Aflac will pay \$1,000 if such Covered Person has a subsequent Tier One Specified Heart Surgery.

For the Subsequent Tier One Specified Heart Surgery Benefit to be payable, the subsequent Tier One Specified Heart Surgery must occur 180 days or more after the occurrence of any previously paid Tier One or Tier Two Specified Heart Surgery for such Covered Person. No lifetime maximum.

H. HOSPITAL CONFINEMENT BENEFIT (includes confinement in a U.S. government Hospital): When a Covered Person requires Hospital Confinement for the treatment of a covered Specified Health Event or Specified Heart Surgery, Aflac will pay \$300 per day for each day a Covered Person is charged as an inpatient. **This benefit is limited to confinements for the treatment of a covered Specified Health Event or Specified Heart Surgery that occur within 500 days following the occurrence of the**

most recent covered Specified Health Event or Specified Heart Surgery. No lifetime maximum.

Hospital Confinement Benefits are payable for only one covered Specified Health Event or Specified Heart Surgery at a time per Covered Person. Confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

This benefit is not payable on the same day as the Continuing Care Benefit. The highest eligible benefit will be paid.

- I. CONTINUING CARE BENEFIT:** If, as the result of a covered Specified Health Event or Specified Heart Surgery, a Covered Person receives any of the following treatments from a licensed Physician, Aflac will pay \$125 each day a Covered Person is charged:

- | | |
|---------------------------------|-----------------------|
| 1. rehabilitation therapy | 7. home health care |
| 2. physical therapy | 8. dialysis |
| 3. speech therapy | 9. hospice care |
| 4. occupational therapy | 10. extended care |
| 5. respiratory therapy | 11. Physician visits |
| 6. dietary therapy/consultation | 12. nursing home care |

This benefit is payable for only one covered Specified Health Event or Specified Heart Surgery at a time per Covered Person and is limited to 75 days for continuing care received within 180 days following the occurrence of the most recent covered Specified Health Event or Specified Heart Surgery. Daily maximum for this benefit is \$125 regardless of the number of treatments received.

This benefit is not payable on the same day as the Hospital Confinement Benefit. The highest eligible benefit will be paid. No lifetime maximum.

OTHER BENEFITS:

- J. AMBULANCE BENEFIT:** If, due to a covered Loss, a Covered Person requires ground ambulance transportation to or from a Hospital, Aflac will pay \$250. If air ambulance transportation is required due to a covered Loss, we will pay \$2,000. A licensed professional ambulance company must provide the ambulance service. This benefit will not be paid for more than two times per occurrence of a Loss.

This benefit is not payable beyond the 180th day following the occurrence of a covered Loss. No lifetime maximum.

The Transportation and Lodging Benefits will be paid for care received within 180 days following the occurrence of a covered Loss. Benefits are payable for only one covered Loss at a time per Covered Person. If a Covered Person is eligible to receive benefits for more than one covered Loss, we will pay benefits only for care received within the 180 days following the occurrence of the most recent covered Loss.

- K. TRANSPORTATION BENEFIT:** If a Covered Person requires special medical treatment that has been prescribed by the local attending Physician for a covered Loss, Aflac will pay 50 cents per mile for noncommercial travel or the costs incurred for commercial travel (coach class plane, train, or bus fare) for transportation of a Covered Person for the round-trip distance between the Hospital or medical facility and the residence of the Covered Person. This benefit is not payable for transportation by ambulance or air ambulance to the Hospital. Reimbursement will be made only for the method of transportation actually taken. This benefit will be paid only for the Covered Person for whom the special treatment is prescribed. If the special treatment is for a Dependent Child and commercial travel is necessary, we will pay this benefit for up to two adults to accompany the Dependent Child. The benefit amount payable is limited to \$1,500 per occurrence of a covered Loss. **Transportation Benefits are not payable beyond the 180th day following the occurrence of a covered Loss. THIS BENEFIT IS NOT PAYABLE FOR TRANSPORTATION TO ANY HOSPITAL LOCATED WITHIN A 50-MILE RADIUS OF THE RESIDENCE OF THE COVERED PERSON. No lifetime maximum.**

- L. LODGING BENEFIT:** Aflac will pay the charges incurred up to \$75 per day for lodging, in a room in a motel, hotel, or other commercial accommodation, for you or any one adult family member when a Covered Person receives special medical treatment for a covered Loss at a Hospital or medical facility. The Hospital, medical facility, and lodging must be more than 50 miles from the Covered Person's residence. This benefit is not payable for lodging occurring more than 24 hours prior to treatment or for lodging occurring more than 24 hours following treatment. This benefit is limited to 15 days per occurrence of a covered Loss.

This benefit is not payable beyond the 180th day following the occurrence of a covered Loss. No lifetime maximum.

- M. WAIVER OF PREMIUM BENEFIT:**

Employed: If you, due to a covered Specified Health Event, are completely unable to do all of the usual and customary duties of your occupation for a period of 180 continuous days, Aflac will waive, from month to month, any premiums falling due during your continued inability. For premiums to be waived, Aflac will require an employer's statement and a Physician's statement of your inability to perform said duties, and may each month thereafter require a Physician's statement that total inability continues.

Not Employed: If you, due to a covered Specified Health Event, are completely unable to perform three or more of

the Activities of Daily Living (ADLs) without Direct Personal Assistance for a period of 180 continuous days, Aflac will waive, from month to month, any premiums falling due during your continued inability. For premiums to be waived, Aflac will require a Physician's statement of your inability to perform said activities, and may each month thereafter require a Physician's statement that total inability continues.

If you die and your Spouse becomes the new Named Insured, premiums will start again and be due on the first premium due date after the change. The new Named Insured will then be eligible for this benefit if the need arises.

While this benefit is being paid, Aflac may ask for and use an independent consultant to determine whether you can perform an ADL.

(4) Optional Benefits:

FIRST-OCCURRENCE BUILDING BENEFIT RIDER: (Form A74050FL) Applied for Yes No

The First-Occurrence Benefit, as defined in the policy, will be increased by \$500 on each rider anniversary date while the rider remains in force. (The amount of the monthly increase will be determined on a pro rata basis.) This benefit will be paid under the same terms as the First-Occurrence Benefit. This benefit will cease to build for each Covered Person on the anniversary date of the rider following the Covered Person's 65th birthday or at the time of a Specified Health Event, subject to the Limitations and Exclusions of the policy, for that Covered Person, whichever occurs first. However, regardless of the age of the Covered Person on the Effective Date of the rider, this benefit will accrue for a period of at least five years unless a Specified Health Event is diagnosed prior to the fifth year of coverage. (If the rider is Individual coverage, no further premium will be billed for the rider after the payment of benefits.)

SPECIFIED HEALTH EVENT RECOVERY BENEFIT RIDER: (Form A74051FL) Applied for Yes No

SPECIFIED HEALTH EVENT RECOVERY: A Covered Person will be considered in Specified Health Event Recovery if he or she continues to be under the active care and treatment by a Physician for a covered Specified Health Event OR he or she is unable to engage in the duties of his or her regular occupation due to a covered Specified Health Event. "Specified Health Event" includes Heart Attack, Stroke, End-Stage Renal Failure, Major Human Organ Transplant, Third-Degree Burns, Persistent Vegetative State, Coma, Paralysis, Coronary Artery Bypass Graft Surgery (CABG), or Sudden Cardiac Arrest occurring on or after the Effective Date of coverage under the rider. (If the rider is Individual coverage, no further premium will be billed for the rider after the payment of lifetime maximum benefits.)

SPECIFIED HEALTH EVENT RECOVERY BENEFIT: Aflac will pay \$500 per month while a Covered Person remains in Specified Health Event Recovery upon receipt of written proof of Loss from that person's Physician.

Lifetime maximum of six months per Covered Person.

(5) Exceptions, Reductions, and Limitations of the Policy (not a daily hospital expense plan):

- A. The Benefits for Intensive Care Unit Confinements will be reduced by one-half for confinements that begin on or after the policy anniversary date following the 70th birthday of a Covered Person.
- B. The Benefits for Intensive Care Unit Confinements are not payable for confinement in units such as telemetry or surgical recovery rooms, postanesthesia care units, private monitored rooms, observation units located in emergency room or outpatient surgery units, or other facilities that do not meet the standards for a Hospital Intensive Care Unit or Step-Down Intensive Care Unit. The Hospital Intensive Care Unit Benefit is not payable for confinement in progressive care units or intermediate care units.
- C. Aflac will not pay benefits for any Loss that is caused by a Pre-existing Condition unless the Loss occurs more than 12 months after the Effective Date of coverage.
- D. Aflac will not pay benefits for any Loss that is diagnosed or treated outside the territorial limits of the United States or its possessions.
- E. Aflac will not pay benefits whenever coverage provided by the policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.
- F. For any benefit to be payable, the Loss must occur on or after the Effective Date of coverage and while coverage is in force. If more than one Specified Health Event per Covered Person occurs on the same day, only the highest eligible benefit will be paid.
- G. **The policy does not cover Losses or confinements caused by or resulting from:**
 - 1. Being intoxicated or under the influence of alcohol, drugs, or any narcotic, unless administered on the advice of a Physician and taken according to the Physician's instructions (the term "intoxicated" refers to that condition as defined by the law of the jurisdiction in which the cause of the Loss occurred);
 - 2. Using any drug, narcotic, hallucinogen, or chemical substance (unless administered by a Physician and taken according to the Physician's instructions), or voluntarily taking any kind of poison or inhaling any kind of gas or fumes;

3. Participating in, or attempting to participate in, an illegal activity that is defined as a felony, if convicted ("felony" is as defined by the law of the jurisdiction in which the activity takes place), or being incarcerated in any detention facility or penal institution;
4. Participating in any sport or sporting activity for wage, compensation, or profit, including officiating or coaching; or racing any type vehicle in an organized event;
5. Intentionally self-inflicting a bodily Injury or committing or attempting suicide, while sane or insane;
6. Having elective surgery within the first 12 months of the Effective Date of coverage; or
7. Being exposed to war or any act of war, declared or undeclared, or actively serving in any of the armed forces or units auxiliary thereto, including the National Guard or Reserve.

PRE-EXISTING CONDITION LIMITATIONS: A "Pre-existing Condition" is an illness, disease, infection, disorder, or Injury for which, within the 12-month period before the Effective Date of coverage, prescription medication was taken or medical testing, medical advice, consultation, or treatment was

recommended or received, or for which conditions existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Benefits will not be payable for any Loss that is caused by a Pre-existing Condition unless the Loss occurs more than 12 months after the Effective Date of coverage.

If this coverage is a replacement of similar coverage, we will give credit for the time the person was covered under previous coverage when determining the Pre-existing Conditions Limitations, exclusive of any applicable waiting periods under the new coverage.

- (6) Renewability:** The policy is guaranteed-renewable for your lifetime by the timely payment of premiums at the rate in effect at the beginning of each term, with some benefits reduced beginning at age 70, except that we may discontinue or terminate the policy if you have performed an act or practice that constitutes fraud or have made an intentional misrepresentation of material fact relating in any way to the policy, including claims for benefits under the policy. Premium rates may change only if changed on all policies of the same form number and class in force in your state (in which the policy was sold).

RETAIN FOR YOUR RECORDS.

**THIS OUTLINE OF COVERAGE IS ONLY A BRIEF SUMMARY OF THE COVERAGE PROVIDED.
THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE GOVERNING CONTRACTUAL PROVISIONS.**

TERMS YOU NEED TO KNOW

ACTIVITIES OF DAILY LIVING (ADLs): activities used in measuring your levels of personal functioning capacity. Normally, these activities are performed without direct personal assistance, allowing you personal independence in everyday living.

The ADLs are:

1. Bathing: washing oneself by sponge bath or in either a tub or shower, including the task of getting into or out of the tub or shower;
2. Maintaining continence: controlling urination and bowel movements, including your ability to use ostomy supplies or other devices such as catheters;
3. Transferring: moving between a bed and a chair, or a bed and a wheelchair;
4. Dressing: putting on and taking off all necessary items of clothing;
5. Toileting: getting to and from a toilet, getting on and off a toilet, and performing associated personal hygiene; and
6. Eating: performing all major tasks of getting food into your body.

ATHERECTOMY: the opening of blocked coronary arteries or vein grafts by use of a device on the end of a catheter to cut or shave away atherosclerotic plaque.

AUTOMATIC IMPLANTABLE CARDIOVERTER DEFIBRILLATOR (AICD)

PLACEMENT: the initial surgical implantation of the AICD. An AICD is a small battery-powered device that is placed under the skin to detect abnormal heart rhythm and restore a normal heartbeat by delivering a brief low-energy or high-energy electrical shock to the heart.

CARDIAC CATHETERIZATION: the insertion of a thin flexible tube through a major blood vessel and threaded to the heart for diagnostic or interventional purposes.

COMA: a continuous state of profound unconsciousness lasting for a period of seven or more consecutive days and characterized by the absence of: (1) spontaneous eye movements, (2) response to painful stimuli, and (3) vocalization. The condition must require intubation for respiratory assistance. The term coma does not include any medically induced coma. The coma must begin on or after the effective date of coverage and while coverage is in force for benefits to be payable.

CORONARY ANGIOPLASTY: a medical procedure in which a balloon is used to open narrowed or blocked blood vessels of the heart (coronary arteries). This procedure may be performed with or without stents.

CORONARY ARTERY BYPASS GRAFT SURGERY (CABG): open-heart surgery to correct narrowing or blockage of one or more coronary arteries with bypass grafts, but excluding procedures such as but not limited to coronary angioplasty, valve replacement surgery, stent placement, laser relief, or other surgical or nonsurgical procedures.

CORONARY STENT IMPLANTATION: the permanent placement of a small wire mesh tube or coil implanted in a narrowed part of a coronary artery to act as a scaffold to keep the artery open and decrease the chance of it narrowing again.

COVERED PERSON: any person insured under the coverage type that you applied for on the application: individual (named insured listed in the Policy Schedule), named insured/spouse only (named insured and spouse), one-parent family (named insured and dependent children), or two-parent family (named insured, spouse, and dependent children). Spouse is defined as the person to whom you are legally married and who is listed on your application. Newborn children are automatically covered under the terms of the policy from the moment of birth. If individual or named insured/spouse only coverage is in force and you desire uninterrupted coverage for a newborn child, you must notify Aflac in writing within 31 days of the child's birth. If notice is given, Aflac may not charge an additional premium for the coverage of the child for the notice period. If the timely notice is not given, Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due, if any. If notice is given within 60 days of the birth, Aflac will not deny coverage for a child due to your failure to timely notify us of the birth. One-parent family or two-parent family coverage will continue to include any other dependent child, regardless of age, who is incapable of self-sustaining employment by reason of mental retardation or physical handicap, and who became so incapacitated prior to age 26 and while covered under the policy. Dependent children are your natural children, stepchildren, legally adopted children, foster children, or children in your custodial care who are under age 26. A dependent child (including persons incapable of self-sustaining employment by reason of mental retardation or physical handicap) must be under age 26 at the time of application to be eligible for coverage.

EFFECTIVE DATE: the date(s) coverage begins as shown in the Policy Schedule or any attached endorsements or riders. The effective date **is not** the date you signed the application for coverage.

END-STAGE RENAL FAILURE: permanent and irreversible kidney failure, not of an acute nature.

HEART ATTACK: a myocardial infarction. The attack must be positively diagnosed (includes post-mortem diagnosis by autopsy) by a physician and must be evidenced by electrocardiographic findings or clinical findings together with blood enzyme findings. The definition of heart attack shall not be construed to mean congestive heart failure, atherosclerotic heart disease, angina, coronary artery disease, cardiac arrest, or any other dysfunction of the cardiovascular system. The heart attack must occur on or after the effective date of coverage and while coverage is in force for benefits to be payable. Sudden cardiac arrest is not a heart attack.

HEART VALVE SURGERY: a cardiac surgical procedure in which a patient's mitral or aortic heart valve is repaired or replaced by a different valve, including human, nonhuman, or mechanical valves.

HOSPITAL: an institution licensed as a hospital and operated pursuant to the law, which is accredited by the Joint Commission on the Accreditation of Hospitals or American Osteopathic Association, that maintains and uses a laboratory, X-ray equipment, and an operating room on its premises or in facilities available to it on a prearranged, written, contractual basis. The institution must also have permanent and full-time facilities for the care of overnight-resident bed patients under

the supervision of one or more licensed physicians, provide 24-hour-a-day nursing service by or under the supervision of a registered professional nurse, and maintain the patients' written histories and medical records on the premises. The term Hospital also includes ambulatory surgical centers. The term Hospital does not include any institution or part thereof used as an emergency room; a hospice unit, including any bed designated as a hospice bed or a swing bed; a transitional care unit; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

HOSPITAL CONFINEMENT: a stay of a covered person confined to a bed in a hospital for a period of 23 hours or more for which a room charge is made. The hospital confinement must be on the advice of a physician. Treatment or confinement in a U.S. government hospital does not require a charge for benefits to be payable.

HOSPITAL INTENSIVE CARE UNIT: specifically designated facility of the hospital that provides the highest level of medical care and that is restricted to those patients who are critically ill or injured. Such facilities must be separate and apart from the surgical recovery room and from rooms, beds, and wards customarily used for patient confinement. The hospital intensive care unit must be permanently equipped with special lifesaving equipment for the care of the critically ill or injured, and the patients must be under constant and continual observation by nursing staffs assigned exclusively to the hospital intensive care unit on a full-time basis. These units must be listed as hospital intensive care units in the current edition of the American Hospital Association Guide or be eligible to be listed therein. This guide lists three types of facilities that meet this definition: (1) Hospital intensive care unit, (2) Cardiac intensive care unit, and (3) Infant (neonatal) intensive care unit. **Hospital intensive care unit does not include units such as:** telemetry or surgical recovery rooms, postanesthesia care units, progressive care units, intermediate care units, private monitored rooms, observation units located in emergency rooms or outpatient surgery units, step-down intensive care units, or other facilities that do not meet the standards for a hospital intensive care unit.

LOSS: a specified health event, specified heart surgery, or confinement in a hospital intensive care unit or step-down intensive care unit occurring or beginning on or after the effective date of coverage and while coverage is in force.

MAJOR HUMAN ORGAN TRANSPLANT: a surgery in which a Covered Person receives, as a result of a surgical transplant, one or more of the following human organs: kidney, liver, heart, lung, or pancreas. **This does not include tissue, cell or fluid transplants, or transplants involving mechanical or nonhuman organs.**

PACEMAKER PLACEMENT: the initial surgical implantation of a pacemaker. A pacemaker is a small battery-powered device placed under the skin that sends low-energy electrical impulses to the heart muscle to maintain a suitable heart rate or to stimulate the lower chambers of the heart.

PARALYSIS: complete and total loss of use of two or more limbs (paraplegia, quadriplegia, or hemiplegia) for a continuous period of at least 30 days as the result of a spinal cord injury. The paralysis must be confirmed by the attending physician. The spinal cord injury causing the paralysis must occur on or after the effective date of coverage and while coverage is in force for benefits to be payable.

PERIOD OF CONFINEMENT: the number of days a covered person is assigned to and incurs a charge for a bed in a hospital intensive care unit or a step-down intensive care unit. Confinements must begin on or after the effective date of coverage and while coverage is in force. **Covered confinements not separated by 30 days or more from a previously covered confinement are considered a continuation of the previous period of confinement.**

PERSISTENT VEGETATIVE STATE: a state of severe mental impairment in which only involuntary bodily functions are present for a continuous period of at least 30 days and for which there exists no reasonable expectation of regaining significant cognitive function. The procedure for establishing a persistent vegetative state is as follows: two physicians, one of whom must be the attending physician, who, after personally examining the covered person, shall certify in writing, based upon conditions found during the course of their examination, that:

1. The covered person's cognitive function has been substantially impaired; and
2. There exists no reasonable expectation that the covered person will regain significant cognitive function.

PHYSICIAN: a person legally qualified to practice medicine, other than you or a member of your immediate family, who is licensed as a physician by the state where treatment is received to treat the type of condition for which a claim is made.

SPECIFIED HEALTH EVENT: heart attack, stroke, end-stage renal failure, major human organ transplant, third-degree burns, persistent vegetative state, coma, paralysis, coronary artery bypass graft surgery (CABG), or sudden cardiac arrest.

SPECIFIED HEART SURGERY: any of the following procedures:

- **TIER ONE:** heart valve surgery or surgical treatment of abdominal aortic aneurysm.
- **TIER TWO:** coronary angioplasty, atherectomy, coronary stent implantation, cardiac catheterization, Automatic Implantable Cardioverter Defibrillator (AICD) Placement, pacemaker placement, or Transmyocardial Revascularization (TMR).

STEP-DOWN INTENSIVE CARE UNIT: specifically designated facility of the hospital that provides a level of medical care below the highest level of acute medical care available at the hospital, but above the level of medical care in a regular private or semiprivate room or ward. The facility must also be separate and apart from other hospital areas, permanently equipped with telemetry equipment, and under constant and continual observation by specially trained nursing staff assigned exclusively to that area. **A step-down intensive care unit does not include:** telemetry or surgical recovery rooms; observation units located in emergency rooms or outpatient surgery units; postanesthesia care units; beds, wards, or private or semiprivate room with or without telemetry monitoring equipment; emergency rooms; or labor or delivery rooms.

STROKE: apoplexy due to rupture or acute occlusion of a cerebral artery. The apoplexy must cause complete or partial loss of function involving the motion or sensation of a part of the body and must last more than 24 hours. The stroke must be positively diagnosed (includes post-mortem diagnosis by autopsy) by a physician based upon documented neurological deficits and confirmatory neuroimaging studies. Stroke does not mean head injury, transient ischemic attack (TIA), cerebrovascular insufficiency, or lower infarction (LACI).

SUDDEN CARDIAC ARREST: sudden, unexpected loss of heart function in which the heart abruptly and without warning stops working as a result of an internal electrical system malfunction of the heart. Any death where the sole cause of death shown on the death certificate is cardiovascular collapse, sudden cardiac arrest, cardiac arrest, or sudden cardiac death shall be deemed to be Sudden Cardiac Arrest for purposes of the policy. Sudden Cardiac Arrest is not a Heart Attack.

SURGICAL TREATMENT OF ABDOMINAL AORTIC ANEURYSM: a surgical procedure to prevent aneurysm rupture consisting of opening the abdomen, finding the aorta, and removing (excising) the aneurysm.

TRANSMYOCARDIAL REVASCULARIZATION (TMR): a surgical procedure in which a laser is used to create small channels in the heart muscle, improving blood flow in the heart.

THIRD-DEGREE BURNS: an area of tissue damage in which there is destruction of the entire epidermis and underlying dermis and that covers more than 10 percent of total body surface. The damage must be caused by heat, electricity, radiation, or chemicals. This does not include skin abrasions caused by falling on and scraping skin on asphalt, concrete, or any other surface.





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OPTIONAL COSMETIC BENEFIT RIDER SUMMARY PAGE

Policy Rider Series A82000

DE^R

The Cosmetic Benefit Rider is a part of the policy and is subject to all policy provisions unless modified herein.

WHAT WE WILL PAY

After the rider has been in force for 24 months, Aflac will pay the following benefits when a charge is incurred by a Covered Person for covered dental treatment that occurs while coverage is in force. The benefits listed are per Covered Person. All treatments must be performed by a dentist or dental hygienist. Lifetime maximum of \$1,800 per policy. The maximum amount payable under the rider is \$600 per policy year.

ADA CODE*	DESCRIPTION	BENEFIT AMOUNT
D2960	Labial Veneer (lamine) – Chairside	\$200
D2961	Labial Veneer (resin laminate) – Laboratory	200
D2962	Labial Veneer (porcelain laminate) – Laboratory	200
D3960	Bleaching of Discolored Tooth	100
D9951	Occlusion Adjustment – Limited	50
D9952	Occlusion Adjustment – Complete	225
D9970	Enamel Microabrasion	65
D9971	Odontoplasty – One or Two Teeth	125
D9972	External Bleaching – Per Arch	250
D9973	External Bleaching – Per Tooth	25
D9974	Internal Bleaching – Per Tooth	100

*Current Dental Terminology © 2008 American Dental Association. All rights reserved.

TERMS YOU NEED TO KNOW

EFFECTIVE DATE

The Effective Date of the rider is the Effective Date of the policy or the Effective Date of the rider as stated in the Policy Schedule, if later.

TERMINATION

The rider will terminate if the policy to which it is attached terminates, when the maximum benefit has been paid to all Covered Persons, or if the premium for the rider is not paid.

REFER TO THE POLICY AND RIDER FOR COMPLETE DETAILS, DEFINITIONS, LIMITATIONS, AND EXCLUSIONS.

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Peace of Mind *and*
Real Cash Benefits



DENTAL INSURANCE
LIMITED BENEFIT DENTAL INSURANCE

DE^E



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DENTAL INSURANCE

LIMITED BENEFIT DENTAL INSURANCE

Policy Series A82000

This brochure accompanies Schedule of Dental Procedures A82ES75SCHVA.

DE^E

Smile. We've got you under our wing.[®]

Millions of people believe a smile is the most important physical attribute—more so than hair, eyes, or figure.¹ The best way to maintain or improve your smile is to brush and floss your teeth daily, visit your dentist, and apply for an Aflac Dental insurance policy.

Aflac Dental provides benefits for periodic checkups and cleanings, X-rays, fillings, crowns, and much more. It's your smile and your policy; Aflac Dental gives you control.

- **You choose your dentist.** Because Aflac doesn't use a network of dentists, you can go to any dentist you choose.
- **You and your dentist choose the best treatment for you.** Aflac Dental doesn't have precertification requirements. If the treatment is covered by your policy, you don't need Aflac's permission to receive it.²

Aflac Dental is different from many other dental plans you may have seen.

- **You know what you're getting with Aflac Dental.** The plan spells out the benefits for both wellness and other diagnostic/treatment services. There are no gray areas. Each covered procedure has a specific benefit amount.
- **Aflac Dental doesn't have an annual deductible.** Other dental plans may require you to meet an annual deductible before benefits are payable.
- **Aflac Dental pays benefits regardless of any other plan.** Even if you have other coverage, you'll receive your full Aflac benefit amount.³

With Aflac Dental's **Annual Maximum Building Benefit**, you can receive even more benefits. Aflac will increase each Covered Person's Policy Year Maximum by \$100 after each 12 consecutive months the policy is in force up to a maximum of \$500 per Covered Person.

¹"The Public Speaks Up on Oral Health Care: An ADA and Crest/Oral-B Survey," American Dental Association, October 2008.

²Subject to applicable Waiting Periods.

³If the applicant retains existing dental coverage with another company, only the Essentials plan can be offered.

Aflac Dental pays benefits for seven categories of dental treatments and hundreds of procedures. The benefit amounts within each category vary based on the procedure received and are subject to a Policy Year Maximum. Benefit amounts and the Policy Year Maximum are per Covered Person.

BENEFIT CATEGORIES	WAITING PERIOD	BENEFIT AMOUNTS
Preventive (Wellness and X-Ray)	None	\$15-\$25
Fillings and Basic Services	3 Months	\$10-\$225
Pain Management and Adjunctive Services	3 Months	\$25-\$120
Other Preventive Services	6 Months	\$15-\$100
Oral Surgery, Gum Treatments, and Prosthetic Repair	6 Months	\$20-\$750
Crowns and Major Services	12 Months	\$15-\$350
Major Prosthetic Services	24 Months	\$40-\$450
POLICY YEAR MAXIMUM		\$1,200

THIS BROCHURE IS FOR ILLUSTRATIVE PURPOSES ONLY.

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FOR MORE INFORMATION ABOUT THE BENEFITS AVAILABLE, PLEASE SEE THE SCHEDULE OF DENTAL PROCEDURES.

AFLAC HEREIN MEANS AMERICAN FAMILY LIFE ASSURANCE COMPANY OF COLUMBUS.

2019-01-15 TC Agenda Packet 200 of 404



OVER
90%
OF SYSTEMIC DISEASES,
including heart disease, have oral symptoms.⁴

TERMS YOU NEED TO KNOW

COVERED PERSON: *Covered Person* includes any person insured under the coverage type you applied for.

Please see the Schedule of Dental Procedures for a complete and comprehensive definition.

GUARANTEED-RENEWABLE: The policy is Guaranteed-Renewable for your lifetime, subject to Aflac's right to change premiums by class upon any renewal date.

POLICY YEAR MAXIMUM: The *Policy Year Maximum* is the total dollar amount of benefits payable per policy year, per Covered Person.

WAITING PERIOD: The *Waiting Period* is the period after the Effective Date of coverage for which benefits are not payable. If the policy is reinstated, all Covered Persons will be subject to new Waiting Periods beginning with the date of reinstatement. If a dependent is added by endorsement, the Waiting Period for such dependent will begin on the Effective Date of the addition. The Waiting Period will vary based on the benefit category.

WHAT IS NOT COVERED

Aflac will not pay benefits for losses caused by or resulting from any procedure not shown on the Schedule of Dental Procedures; services that are not recommended by a dentist or that are not required for the preservation or restoration of oral health; repairs to dental work within six months of the initial work; treatment received while outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where your policy was issued; or treatment received prior to the Effective Date of coverage or treatment received during a benefit's Waiting Period.

No benefits will be paid for replacement of teeth missing before the Effective Date of coverage.

Aflac will not pay benefits for services rendered by you or a member of the immediate family of a Covered Person.

Aflac will not pay benefits whenever coverage provided by the policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.

Please see the Schedule of Dental Procedures for procedure-specific limitations and exclusions.

⁴"Warning Signs in the Mouth Can Save Lives," Academy of General Dentistry, October 2008.

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Real Cash Benefits



DENTAL INSURANCE
LIMITED BENEFIT DENTAL INSURANCE

DE^E



We've got you under our wing.®

DENTAL INSURANCE

LIMITED BENEFIT DENTAL INSURANCE

Policy Series A82000

This brochure accompanies Schedule of Dental Procedures A82ES75SCHVA.

DE^E

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POLICY YEAR MAXIMUM		\$1,200

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POLICY YEAR MAXIMUM: The *Policy Year Maximum* is the total dollar amount of benefits payable per policy year, per Covered Person.

WAITING PERIOD: The *Waiting Period* is the period after the Effective Date of coverage for which benefits are not payable. If the policy is reinstated, all Covered Persons will be subject to new Waiting Periods beginning with the date of reinstatement. If a dependent is added by endorsement, the Waiting Period for such dependent will begin on the Effective Date of the addition. The Waiting Period will vary based on the benefit category.

WHAT IS NOT COVERED

Aflac will not pay benefits for losses caused by or resulting from any procedure not shown on the Schedule of Dental Procedures; services that are not recommended by a dentist or that are not required for the preservation or restoration of oral health; repairs to dental work within six months of the initial work; treatment received while outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where your policy was issued; or treatment received prior to the Effective Date of coverage or treatment received during a benefit's Waiting Period.

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OPTIONAL ORTHODONTIC BENEFIT RIDER SUMMARY PAGE

Policy Rider Series A82000

DE^R

The Orthodontic Benefit Rider is a part of the policy and is subject to all policy provisions unless modified herein.

WHAT WE WILL PAY

After the rider has been in force for 24 months, Aflac will pay \$500 for the initial treatment of one of the orthodontic procedures listed below.* After the benefit for the initial treatment is paid and as long as coverage remains in force, we will pay \$50 when that Covered Person receives continued treatment involving one of the orthodontic procedures listed below. Maximum payment of one treatment per month for up to 18 treatments. Lifetime maximum of \$1,400 per Covered Person. The maximum amount payable under the rider is \$2,600 per policy year. This benefit is not payable for dental services when the initial treatment occurred prior to the Effective Date or before the Waiting Period ended.

ADA CODE**	DESCRIPTION
D8010	Limited Orthodontic Treatment of the Primary Dentition
D8020	Limited Orthodontic Treatment of the Transitional Dentition
D8030	Limited Orthodontic Treatment of the Adolescent Dentition
D8040	Limited Orthodontic Treatment of the Adult Dentition
D8050	Interceptive Orthodontic Treatment of the Primary Dentition
D8060	Interceptive Orthodontic Treatment of the Transitional Dentition
D8070	Comprehensive Orthodontic Treatment of the Transitional Dentition
D8080	Comprehensive Orthodontic Treatment of the Adolescent Dentition
D8090	Comprehensive Orthodontic Treatment of the Adult Dentition
D8670*	Periodic Orthodontic Treatment Visit

*The \$500 initial treatment benefit is not payable for ADA Code D8670, Periodic Orthodontic Treatment Visit. Periodic orthodontic treatment visits are payable as continued treatment, subject to all other terms of the rider.

**Current Dental Terminology © 2008 American Dental Association. All rights reserved.

TERMS YOU NEED TO KNOW

EFFECTIVE DATE

The Effective Date of the rider is the Effective Date of the policy or the Effective Date of the rider as stated in the Policy Schedule, if later.

TERMINATION

The rider will terminate if the policy to which it is attached terminates, when the maximum benefit has been paid to all Covered Persons, or if the premium for the rider is not paid.

REFER TO THE POLICY AND RIDER FOR COMPLETE DETAILS, DEFINITIONS, LIMITATIONS, AND EXCLUSIONS.

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Aflac Choice

HOSPITAL CONFINEMENT INDEMNITY INSURANCE – OPTION 1

We've been dedicated to helping provide peace of mind and financial security for more than 60 years.



The policy is a supplement to health insurance and is not a substitute for major medical coverage. Lack of major medical coverage (or other minimum essential coverage) may result in an additional payment with your taxes.

Aflac SmartClaim®
One Day Pay™

AFLAC CHOICE

HOSPITAL CONFINEMENT INDEMNITY INSURANCE – OPTION 1

Policy Series B40000



Life is full of tough choices, but this isn't one of them.

Aflac Choice makes selecting the right coverage easier and less stressful. With your trusted Aflac agent you can tailor Aflac Choice to meet your specific needs and enhance your existing coverage. Choose the options you want and ignore the rest.

Here's how we can help

Aflac Choice offers our best selection of hospital-related benefits to help with the expenses not covered by major medical, which can help prevent high deductibles and out-of-pocket expenses from derailing your life plans.

If choosing the right coverage has given you one giant headache in the past, don't worry. We're here to help.

Why Aflac Choice may be the right policy for you

- It's customizable. You choose the plan that's right for you based on your specific needs. It also works well with our other products.
- Guaranteed-issue options available—that means there is no medical questionnaire required.*
- We pay cash directly to you (unless you tell us otherwise)—not the doctor or hospital.



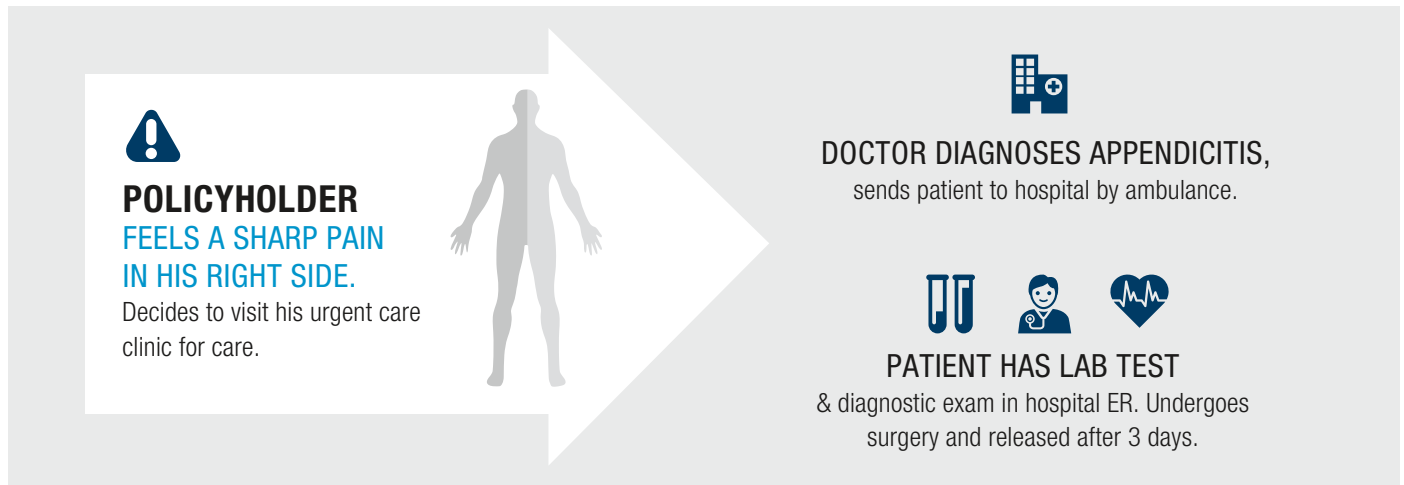
*Payment of claims is subject to all policy limitations and exclusions and pre-existing condition limitations.

Aflac herein means American Family Life Assurance Company of Columbus.

Understand the difference Aflac makes in your financial security.

Aflac pays cash benefits directly to you, unless otherwise assigned, for covered hospital expenses. We provide you with financial resources to help you overcome some of the unexpected expenses associated with a visit to the hospital, giving you less to worry about so you can focus your energy on getting better.

How it works



Choice 1	Choice 2	Choice 3	Choice 4
\$1,600	\$2,200	\$2,010	\$2,610
Aflac Choice Policy	Policy + Hospital Stay and Surgical Care Rider	Policy + Extended Benefits Rider	Policy + Both Riders

The above example is based on four scenarios. **Choice 1 Scenario:** Policyholder has the Aflac Choice policy only; includes a Hospital Confinement Benefit of \$1,500 and a Hospital Emergency Room Benefit of \$100. **Choice 2 Scenario:** Policyholder has the Aflac Choice policy plus the Hospital Stay and Surgical Care Rider; includes the benefit amounts from Choice 1 Scenario (shown above), plus an Initial Assistance Benefit of \$100, a Surgery Benefit (appendectomy) of \$200, and a Daily Hospital Confinement Benefit of \$300 (hospitalized for 3 days). **Choice 3 Scenario:** Policyholder has the Aflac Choice policy plus the Extended Benefits Rider; includes the benefit amounts from Choice 1 Scenario (shown above), plus a Physician Visit Benefit of \$25, a Laboratory Test and X-Ray Benefit of \$35, a Medical Diagnostic and Imaging Exams Benefit of \$150, and an Ambulance Benefit of \$200 (ground). **Choice 4 Scenario:** Policyholder has the Aflac Choice policy plus both the Extended Benefits Rider and the Hospital Stay and Surgical Care Rider; includes the benefit amounts from Choice 1 Scenario (shown above), plus a Physician Visit Benefit of \$25, a Laboratory Test and X-Ray Benefit of \$35, a Medical Diagnostic and Imaging Exams Benefit of \$150, an Ambulance Benefit of \$200 (ground), an Initial Assistance Benefit of \$100, a Surgery Benefit (appendectomy) of \$200, and a Daily Hospital Confinement Benefit of \$300 (hospitalized for 3 days). Benefits and/or premiums may vary by state and benefit option selected. The policy has limitations and exclusions that may affect benefits payable. This brochure is for illustrative purposes only. Refer to the policy for benefit details, definitions, limitations, and exclusions.

Coverage Options

Choose the Policy and Riders that Fit Your Needs

BENEFIT	DESCRIPTION
HOSPITAL CONFINEMENT	Pays \$500; \$1,000; \$1,500; or \$2,000. You choose the benefit amount at the time of application. Payable once per calendar year, per covered person.
REHABILITATION FACILITY	Pays \$100 per day; limited to 15 days per confinement. Limited to 30 days per calendar year, per covered person.
HOSPITAL EMERGENCY ROOM	Pays \$100 for treatment in a hospital emergency room. Limited to 2 payments per calendar year, per covered person.
HOSPITAL SHORT-STAY	Pays \$100 for hospital stays of less than 23 hours. Limited to 2 payments per calendar year, per policy.
WAIVER OF PREMIUM	Yes

OPTIONAL RIDERS	DESCRIPTION
EXTENDED BENEFITS RIDER	<p>Physician Visit Benefit: Pays \$25 for visits (including telemedicine) to a physician, psychologist or urgent care center.</p> <p>Individual Coverage: Limited to 3 visits per calendar year, per policy.</p> <p>Insured/Spouse & Family Coverage: Limited to 6 visits per calendar year, per policy.</p>
	<p>Laboratory Test and X-Ray Benefit: Pays \$35; limited to 2 payments per covered person, per calendar year.</p> <p>Medical Diagnostic and Imaging Exams Benefit: Pays \$150 for a covered exam, limited to 2 exams per covered person, per calendar year. Benefits payable for a variety of medical diagnostic and imaging exams, including sleep studies.</p> <p>Ambulance Benefit: Pays \$200 (ground) or \$2,000 (air) for transportation to or from a hospital. The benefit is limited to two trips, per calendar year, per covered person.</p>
HOSPITAL STAY AND SURGICAL CARE RIDER	<p>Initial Assistance Benefit: Pays \$100 once per calendar year, per rider, when a covered person requires a hospital admission.</p> <p>Surgery Benefit: Pays \$50-\$1,000 for a covered surgery. Limited to one payment per 24-hour period, per covered person.</p> <p>Invasive Diagnostic Exams Benefit: Pays \$100 for one covered exam, per covered person, per 24-hour period.</p> <p>Hospital Intensive Care Unit Confinement Benefit: Pays \$500 per day, per covered person, for up to 30 days.</p> <p>Daily Hospital Confinement Benefit: Pays \$100 per day, per covered person, for up to 365 days.</p> <p>Second Surgical Opinion Benefit: Pays \$50 once per covered person, per calendar year.</p>

AFLAC CHOICE COVERAGE

American Family Life Assurance Company of Columbus
(herein referred to as Aflac)
Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999
Toll-Free 1.800.99.AFLAC (1.800.992.3522)

The policy described in this Outline of Coverage provides supplemental coverage
and will be issued only to supplement insurance already in force.

LIMITED BENEFIT, HOSPITAL CONFINEMENT INDEMNITY INSURANCE
Outline of Coverage for Policy Form Series B40100

THIS IS NOT MEDICARE SUPPLEMENT COVERAGE.

If you are eligible for Medicare, review the “Guide to Health Insurance for People with Medicare” furnished by Aflac.

(1) **Read Your Policy Carefully:** This Outline of Coverage provides a very brief description of some of the important features of the policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and Aflac. It is, therefore, important that you READ YOUR POLICY CAREFULLY.

(2) **Hospital Confinement Indemnity Coverage:** The policy provides coverage in the form of a fixed benefit during periods of hospitalization or care resulting from Sickness or Injury, subject to any limitations set forth in your policy. It does not provide any benefits other than the fixed indemnity for Hospital Confinement and any additional benefits described below.

(3) **Benefits:** Aflac will pay the following benefits, as applicable, for a covered Sickness or Injury that occurs while coverage is in force, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions, unless indicated otherwise. The term “Hospital Confinement” does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

A. **HOSPITAL CONFINEMENT BENEFIT:** Aflac will pay \$[] when a Covered Person requires Hospital Confinement for 23 or more hours for a covered Sickness or Injury and a room charge is incurred. This benefit is payable once per Calendar Year, per Covered Person. No lifetime maximum.

The Rehabilitation Facility Benefit and the Hospital Confinement Benefit are not payable on the same day. The highest eligible benefit will be paid.

B. **REHABILITATION FACILITY BENEFIT:** Aflac will pay \$100 per day when a Covered Person is confined in a Hospital and is transferred to a room in a Rehabilitation Facility for treatment of a covered Sickness or Injury and a charge is incurred each day for such treatment. This benefit is limited to 15 days per Period of Hospital Confinement and is limited to a Calendar Year maximum of 30 days, per Covered Person. No lifetime maximum.

The Rehabilitation Facility Benefit and the Hospital Confinement Benefit are not payable on the same day. The highest eligible benefit will be paid.

C. **HOSPITAL EMERGENCY ROOM BENEFIT:** Aflac will pay \$100 when a Covered Person receives treatment for a covered Sickness or Injury in a Hospital Emergency Room, including triage, and a charge is incurred for such treatment. This benefit is payable twice per Calendar Year, per Covered Person. No lifetime maximum.

The Hospital Emergency Room Benefit and the Hospital Short-Stay Benefit are not payable on the same day.

D. **HOSPITAL SHORT-STAY BENEFIT:** Aflac will pay \$100 when a Covered Person receives treatment for a covered Sickness or Injury in a Hospital, including an observation room, or an Ambulatory Surgical Center, for a period of less than 23 hours and a charge is incurred for such treatment. This benefit is not payable for treatment received in a Hospital Emergency Room or Urgent Care Center. This benefit is payable twice per Calendar Year, per policy. No lifetime maximum.

The Hospital Short-Stay Benefit and the Hospital Emergency Room Benefit are not payable on the same day.

E. **WAIVER OF PREMIUM BENEFIT:** Upon written notice, Aflac will waive from month to month any premium(s) falling due during a continued Period of Hospital Confinement for the Named Insured only. This benefit will begin after the Period of Hospital Confinement for the Named Insured has exceeded 30 consecutive days. When such continued Period of Hospital Confinement has ended, premium payments must be resumed. Once premium payments are resumed, any new Period of Hospital Confinement must again satisfy the 30-day continued confinement for premiums to be waived.

If you die and your Spouse becomes the new Named Insured, premiums will start again at the appropriate rate and will be due on the first premium due date after the

change. The new Named Insured will then be eligible for this benefit if the need arises.

(4) Optional Benefits:

EXTENDED BENEFITS RIDER: (SERIES B40050)

Applied for Yes No

Aflac will pay the following benefits, as applicable, for a covered Sickness or Injury that occurs while coverage is in force, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions, unless indicated otherwise. The term "Hospital Confinement" does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

A. PHYSICIAN VISIT BENEFIT: Aflac will pay \$25 when a Covered Person incurs a charge for a visit (including a Telemedicine Visit) to a Physician, Psychologist, or Urgent Care Center. Services must be under the supervision of a Physician or Psychologist. If the Type of Coverage for the policy is Individual, the benefit is limited to three visits per Calendar Year, per policy. If the Type of Coverage is Named Insured/Spouse Only, One-Parent Family, or Two-Parent Family, the benefit is limited to a total of six visits per Calendar Year, per policy. No lifetime maximum.

The Sickness or Injury of a Covered Person is not required for the Physician Visit Benefit to be payable. This benefit is not subject to the Pre-existing Condition Limitations or Limitations and Exclusions section of the policy. No lifetime maximum.

B. LABORATORY TEST AND X-RAY BENEFIT: Aflac will pay \$35 when a Covered Person requires, and incurs a charge for, a laboratory test or an X-ray. The laboratory test or X-ray must be performed in a Hospital, Medical Diagnostic Imaging Center, Physician's office, an Urgent Care Center, or an Ambulatory Surgical Center. This benefit is limited to two payments per Covered Person, per Calendar Year. **The Laboratory Test and X-Ray Benefit is not payable for exams listed in the Medical Diagnostic and Imaging Exams Benefit.** No lifetime maximum.

The Sickness or Injury of a Covered Person is not required for the Laboratory Test and X-ray Benefit to be payable. This benefit is not subject to the Pre-existing Condition Limitations or Limitations and Exclusions section of the policy. No lifetime maximum.

C. MEDICAL DIAGNOSTIC AND IMAGING EXAMS BENEFIT: Aflac will pay \$150 when a Covered Person requires, and incurs a charge for, one of the following exams: computerized tomography (CT or CAT scan), magnetic resonance imaging (MRI), electroencephalogram (EEG), Sleep Study, thallium stress test, myelogram, angiogram, or arteriogram. These exams must be performed in a Hospital, Medical Diagnostic Imaging Center, Physician's

office, Sleep Center, an Urgent Care Center, or an Ambulatory Surgical Center. This benefit is limited to two payments per Calendar Year, per Covered Person. No lifetime maximum.

D. AMBULANCE BENEFIT: Aflac will pay \$200 if, due to a covered Sickness or Injury, a Covered Person requires, and incurs a charge for, ground ambulance transportation to or from a Hospital. If a Covered Person requires, and incurs a charge for, air ambulance transportation to or from a Hospital due to a covered Sickness or Injury, Aflac will pay \$2,000. A licensed professional ambulance company must provide the ambulance service. The Ambulance Benefit is limited to two trips per Calendar Year, per Covered Person. No lifetime maximum.

HOSPITAL STAY AND SURGICAL CARE RIDER: (SERIES B40051) Applied for Yes No

Aflac will pay the following benefits, as applicable, for a covered Sickness or Injury that occurs while coverage is in force, subject to the Pre-existing Condition Limitations, Limitations and Exclusions, and all other policy provisions, unless indicated otherwise. The term "Hospital Confinement" does not include emergency rooms. Treatment or confinement in a U.S. government Hospital does not require a charge for benefits to be payable.

A. INITIAL ASSISTANCE BENEFIT: Aflac will pay \$100 when a Covered Person requires a Hospital Admission. This benefit is payable once per Calendar Year, per rider. No lifetime maximum. This benefit is not subject to the Pre-existing Condition Limitations or the Limitations and Exclusions section of the policy. **Payment of this benefit is based solely on a Covered Person's Hospital Admission, as defined in the rider. Any additional benefits that may be due as a result of a Hospital Admission remain subject to the terms of the policy, including any limitations and/or exclusions.**

B. SURGERY BENEFIT: Aflac will pay according to the benefits in the Schedule of Operations in the rider when, due to a covered Sickness or Injury, a Covered Person has a surgical procedure, including a vaginal or cesarean delivery, performed in a Hospital or an Ambulatory Surgical Center and a charge is incurred for such surgical procedure. If any surgical procedure for the treatment of the covered Sickness or Injury is performed other than those listed, Aflac will pay an amount comparable to the amount shown in the Schedule of Operations for the surgical procedure most nearly similar in severity and gravity. **The Surgery Benefit is only payable one time per 24-hour period, even though more than one surgical procedure may be performed. The highest eligible benefit will be paid. Exams covered under the Invasive Diagnostic Exams Benefit are not payable under this benefit. The Surgery Benefit and the**

Invasive Diagnostic Exams Benefit are not payable on the same day. The highest eligible benefit will be paid. No lifetime maximum.

IMPORTANT: The Surgery Benefit is not payable for surgical procedures performed in a Physician's or dentist's office, a clinic, or other such location.

- C. INVASIVE DIAGNOSTIC EXAMS BENEFIT:** Aflac will pay \$100 when a Covered Person requires one of the following exams, with or without biopsy, and a charge is incurred: arthroscopy, bronchoscopy, colonoscopy, cystoscopy, endoscopy, gastroscopy, laparoscopy, laryngoscopy, sigmoidoscopy, or esophagoscopy. These exams must be performed in a Hospital or an Ambulatory Surgical Center. This benefit is limited to one exam per Covered Person, per 24-hour period. No lifetime maximum.

The Invasive Diagnostic Exams Benefit and the Surgery Benefit are not payable on the same day. The highest eligible benefit will be paid.

- D. HOSPITAL INTENSIVE CARE UNIT CONFINEMENT BENEFIT:** Aflac will pay \$500 per day when a Covered Person incurs a room charge for a Period of Hospital Intensive Care Unit Confinement for a covered Sickness or Injury. This benefit is payable in addition to the Hospital Confinement Benefit and the Daily Hospital Confinement Benefit. The maximum benefit period for any one Period of Hospital Intensive Care Unit Confinement is 30 days. No lifetime maximum.
- E. DAILY HOSPITAL CONFINEMENT BENEFIT:** Aflac will pay \$100 per day for the Period of Hospital Confinement when a Covered Person requires Hospital Confinement for a covered Sickness or Injury and a room charge is incurred. This benefit is payable in addition to the Hospital Confinement Benefit. The maximum benefit period for any one Period of Hospital Confinement is 365 days. No lifetime maximum.
- F. SECOND SURGICAL OPINION BENEFIT:** Aflac will pay \$50 when a charge is incurred for a second surgical opinion by a Physician concerning surgery for a covered Sickness or Injury. This benefit is payable once per Calendar Year, per Covered Person. No lifetime maximum.

(5) Exceptions, Reductions, and Limitations of the Policy (policy is not a daily hospital expense plan):

- A.** Aflac will not pay benefits for care or treatment that is: (1) caused by a Pre-existing Condition, unless it begins more than 12 months after the Effective Date of coverage, or (2) received prior to the Effective Date of coverage.
- B.** Aflac will not pay benefits for any illness, disease, infection, disorder, or condition that is medically evaluated, diagnosed, or treated by a Physician before coverage has

been in force 30 days, unless the loss begins more than 12 months after the Effective Date of coverage.

- C.** Benefits for a covered Sickness for all persons added to the policy (including newborns) are subject to a 30-day waiting period. Aflac will waive the waiting period for newborns added after the policy has been in force for ten full months.
- D.** Aflac will not pay benefits whenever coverage provided by the policy is in violation of any U.S. economic or trade sanctions. If the coverage violates U.S. economic or trade sanctions, such coverage shall be null and void.
- E.** Aflac will not pay benefits whenever fraud is committed in making a claim under the coverage. If you have received benefits that were not contractually due under the coverage, then Aflac reserves the right to offset any benefits payable under the coverage up to the amount of benefits you received that were not contractually due.
- F. The policy does not cover losses caused by or resulting from:**
1. Giving birth within the first ten months of the Effective Date of coverage; or pregnancy in existence prior to the Effective Date of coverage, including any resulting Complications of Pregnancy or maternal-fetal intervention procedure. For pregnancy beginning on or after the Effective Date of coverage, Complications of Pregnancy are covered to the same extent as a Sickness;
 2. Receiving routine nursing or routine well-baby care for a newborn child;
 3. Using any drug, narcotic, hallucinogen, or chemical substance (unless administered by a Physician and taken according to the Physician's instructions), or voluntarily taking any type of poison or inhaling any type of gas or fumes;
 4. Participating in, or attempting to participate in, an illegal activity that is defined as a felony, if convicted ("felony" is as defined by the law of the jurisdiction in which the activity takes place); or being detained in any detention facility or penal institution;
 5. Being intoxicated or under the influence of alcohol, drugs, or any narcotic, unless administered on the advice of a Physician and taken according to the Physician's instructions (the term "intoxicated" refers to that condition as defined by the law of the jurisdiction in which the cause of the loss occurred);
 6. Intentionally self-inflicting a bodily injury, or committing or attempting suicide, while sane or insane;
 7. Having dental treatment, except as a result of Injury;

8. Having cosmetic surgery;
9. Having elective surgery within the first 12 months of the Effective Date of coverage;
10. Being exposed to war or any act of war, declared or undeclared, or actively serving in any of the armed forces, or units auxiliary thereto, including the National Guard or Reserve;
11. Actively participating in a riot, insurrection, or terrorist activity;
12. Donating an organ within the first 12 months of the Effective Date of coverage; or
13. Having mental or emotional disorders, including but not limited to the following: bipolar affective disorder (manic-depressive syndrome), delusional (paranoid) disorders, psychotic disorders, somatoform disorders (psychosomatic illness), eating disorders, schizophrenia, anxiety disorders, bereavement, situational depression, depression, stress, or post-partum depression. The policy will pay, however, for covered losses resulting from Alzheimer's disease, or similar forms of senility or senile dementia, first manifested while coverage is in force.

A "Pre-existing Condition" is an illness, disease, infection, disorder, condition, or injury for which, within the 12-month period before the Effective Date of coverage, prescription medication was taken or medical testing, advice, consultation, or treatment was recommended or received, or for which conditions existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Care or treatment caused by a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage.

If the coverage is a replacement of similar coverage, we will give credit for the period of time the person was covered under the previous coverage, if the previous coverage was continuously in force to a date not more than 62 days before the Effective Date of the new coverage, when determining the Pre-existing Condition Limitations, exclusive of any applicable waiting periods under the new coverage.

- (6) Renewability:** The policy is guaranteed-renewable for your lifetime by the timely payment of premiums at the rate in effect at the beginning of each term, except that we may discontinue or terminate the policy if you have performed an act or practice that constitutes fraud, or have made an intentional misrepresentation of material fact relating in any way to the policy, including claims for benefits under the policy. Aflac may change the established premium rate, but only if the rate is changed for all policies of the same form number and premium classification in the state in which the policy was sold that are then in force.

RETAIN FOR YOUR RECORDS.

**THIS OUTLINE OF COVERAGE IS ONLY A BRIEF SUMMARY OF THE COVERAGE PROVIDED.
THE POLICY ITSELF SHOULD BE CONSULTED TO DETERMINE
GOVERNING CONTRACTUAL PROVISIONS.**

TERMS YOU NEED TO KNOW

COVERED PERSON: Any person insured under the coverage type that you applied for on the application: individual (named insured listed in the Policy Schedule), named insured/spouse only (named insured and spouse), one-parent family (named insured and dependent children), or two-parent family (named insured, spouse and dependent children). Spouse is defined as the person to whom you are legally married and who is listed on your application. Newborn children are automatically insured for 30 days from the moment of birth. If coverage is for individual or named insured/spouse only and you desire uninterrupted coverage for a newborn child beyond the first 30 days, you must notify Aflac in writing within 31 days of the child's birth that you want to change your coverage type to one-parent family or two-parent family coverage. If timely notice is given, (1) Aflac may not charge an additional premium for coverage of the newborn child during the first 30 days from the moment of birth and (2) Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due, if any. If notice is given within 60 days of the birth, Aflac will not deny coverage for a child due to failure to timely notify us of the birth. Coverage will include any other dependent child, regardless of age, who is incapable of self-sustaining employment by reason of mental or physical disability and who became so disabled prior to age 26 and while covered under the policy. Dependent children are your natural children, stepchildren, legally adopted children, foster children, or children in your custodial care pursuant to a court order who are under age 26. All health insurance benefits applicable for children shall be payable with respect to a foster child or other child in court-ordered temporary or other custody of a covered person, prior to the child's 18th birthday. Children born to your dependent children or children born to the dependent children of your spouse are not covered under the policy.

EFFECTIVE DATE: The date(s) coverage begins as shown in the Policy Schedule or any attached endorsements or riders. The effective date is not the date you signed the application for coverage.

HOSPITAL CONFINEMENT: A stay of a covered person confined to a bed in a hospital for 23 or more hours for which a room charge is made. The hospital confinement must be on the advice of a physician and the result of a covered sickness or injury. Treatment or confinement in a U.S. government hospital does not require a charge for benefits to be payable.

INJURY: A bodily injury caused directly by an accident, independent of sickness, disease, bodily infirmity or any other cause. An injury must occur on or after the effective date of coverage and while coverage is in force for benefits to be payable. See the Limitations and Exclusions section for injuries not covered by the policy.

PERIOD OF HOSPITAL CONFINEMENT: The number of days a covered person is assigned to and incurs a charge for a room in a hospital. Confinements must begin while coverage under the policy is in force. Hospitalization that begins prior to the end of one calendar year and continues into the next calendar year will be considered one confinement.

PERIOD OF HOSPITAL INTENSIVE CARE UNIT CONFINEMENT: The number of days a covered person is assigned to and incurs a charge for a room in a hospital intensive care unit. Confinements must begin while coverage under the rider is in force. Hospitalization that begins prior to the end of one calendar year and continues into the next calendar year will be considered one confinement.

SICKNESS: An illness, disease, infection, disorder or condition not caused by an injury, medically evaluated, diagnosed or treated by a physician more than 30 days after the effective date of coverage and while coverage is in force.

ADDITIONAL INFORMATION

An ambulatory surgical center does not include a physician's or dentist's office, a clinic or other such location.

The term hospital does not include any institution or part thereof used as an emergency room; a rehabilitation facility; a hospice unit, including any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care, care or treatment for persons suffering from mental disease or disorders, care for the aged, or care for persons addicted to drugs or alcohol.

The term hospital intensive care unit does not include units such as telemetry or surgical recovery rooms, postanesthesia care units, progressive care units, intermediate care units, private monitored rooms, observation units located in emergency rooms or outpatient surgery units, step-down intensive care units, or other facilities that do not meet the standards for a hospital intensive care unit.

The term hospital emergency room does not include urgent care centers.

The term rehabilitation facility does not include a hospice unit, including: any bed designated as a hospice or a swing bed; a convalescent home; a rest or nursing facility; a psychiatric unit; an extended-care facility; a skilled nursing facility; or a facility primarily affording custodial or educational care or treatment for persons suffering from mental disease or disorders, care for the aged or care for persons addicted to drugs or alcohol.

The term urgent care center does not include hospital emergency rooms.

Admissions into the emergency room of a hospital, admissions for same day surgical procedures or admissions for observation are not considered a hospital admission.

A physician or psychologist is not you or a member of your immediate family.

The policy does not cover losses caused by or resulting from giving birth within the first ten months of the effective date of coverage; or pregnancy in existence prior to the effective date of coverage, including any resulting complications of pregnancy or maternal-fetal intervention procedure. For pregnancy beginning on or after the effective date of coverage, complications of pregnancy are covered to the same extent as a sickness. Complications of pregnancy do not include any of the following: premature delivery, multiple gestation pregnancy, false labor, occasional spotting, prescribed rest during pregnancy, morning sickness, and similar conditions associated with the management of a difficult pregnancy not constituting a classifiably distinct pregnancy complication. Cesarean deliveries are not considered complications of pregnancy. For pregnancy beginning on or after the effective date of coverage, complications of pregnancy are covered to the same extent as a sickness, subject to the Limitations and Exclusions.



Aflac SmartClaim®
One Day PaySM

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One Day PaySM available for most properly-documented, individual Hospital claims submitted online through Aflac SmartClaim[®] by 3 p.m. ET. Aflac SmartClaim[®] not available on all products. Processing time is based on business days after all required documentation needed to render a decision is received and no further validation and/or research is required. Individual Company Statistic, 2016.

Underwritten by:
American Family Life Assurance Company of Columbus
Worldwide Headquarters | 1932 Wynnton Road | Columbus, Georgia 31999



AFLAC VISION NOW[®]

VISION INSURANCE

You can never see into the future.

But our vision plan helps make the path
to getting there a little clearer.



Aflac[®]

We've got you under our wing.[®]

Understand the Difference Aflac Makes in Caring for Your Vision

Aflac goes beyond traditional exams and provides benefits for serious eye conditions. In addition to an Eye Exam Benefit and a choice of Vision Correction Benefits, we will pay benefits for specific eye diseases and disorders, eye surgeries, and permanent visual impairment—all without network restrictions.

NO PROVIDER NETWORK

You have the freedom to choose any eye-care provider.

COMPREHENSIVE EYE-CARE BENEFITS

Vision Now® pays benefits for eye surgeries, specific eye diseases/disorders, and permanent visual impairment.

VISION CORRECTION BENEFIT OPTIONS

Three benefit options allow you to choose the benefit amount and frequency that best meets your needs.

GUARANTEED-RENEWABLE REGARDLESS OF AGE

The policy is guaranteed-renewable for your lifetime with no reduction in benefits due to age.

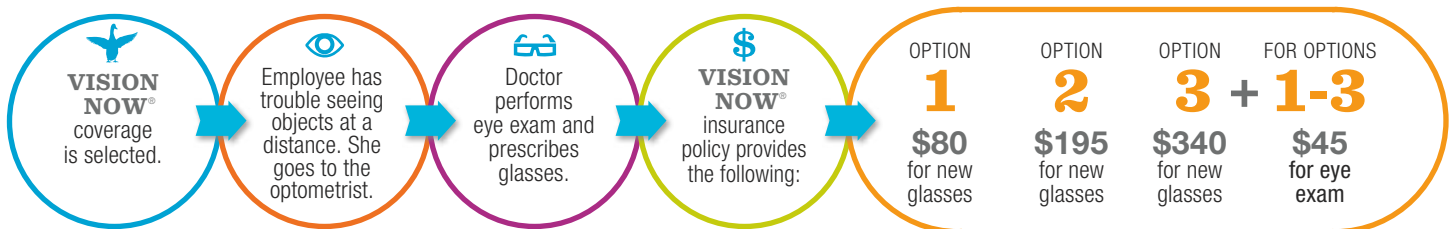
NO COORDINATION OF BENEFITS

Benefits are paid regardless of any other insurance.

PRE-TAX DEDUCTIONS

The policy is eligible for pre-tax deduction of premiums under a Section 125 Cafeteria Plan.

HOW IT WORKS



Our Vision Now® insurance policy offers you three plan options with **Vision Correction Benefits** of **\$80**, **\$195**, or **\$340** for materials, such as glasses and contacts. All three options include an **Eye Exam Benefit** of **\$45**.

The policy has limitations and exclusions that may affect benefits payable. This brochure is for illustrative purposes only. Refer to the policy for complete details, definitions, limitations, and exclusions.

VISION INSURANCE COVERAGE

POLICY SERIES VSN100

Worldwide Headquarters • 1932 Wynnton Road • Columbus, Georgia 31999
Toll-Free 1.800.99.AFLAC (1.800.992.3522)

I. Read the Policy Carefully. This document provides a very brief description of the important features of the policy. This is not the insurance contract and only the actual policy provisions will control. The policy itself sets forth, in detail, the rights and obligations of both you and Aflac. It is, therefore, important that you **READ THE POLICY CAREFULLY.**

II. Benefits. Subject to the waiting period, listed in the Benefit section (Part 5) of the policy, for the Vision Correction Benefit and the provisions in the Limitations and Exclusions section, we will pay the following benefits when a charge is incurred for covered vision treatment that occurs while coverage is in force. See the policy for the specific waiting period for the Vision Correction Benefit.

A. EYE EXAMINATION BENEFIT: Aflac will pay \$45 when a charge is incurred for an eye examination for a covered person. This benefit is limited to one examination per covered person, per Policy Year. The eye examination must be performed by an Optometrist or Ophthalmologist. No lifetime maximum.

While the policy is in force, the following benefits will be paid, subject to Part 2, Limitations and Exclusions of the policy, and all other policy provisions. Please see section (III) of this document.

B. VISION CORRECTION BENEFIT: The option you have chosen on your application is indicated below by a check mark in the appropriate option box. **PLEASE NOTE: Only one Vision Correction Benefit option can be in effect at any given time.**

Option 1 VISION CORRECTION BENEFIT: Aflac will pay \$80 when a charge is incurred for prescribed Vision Correction Materials or \$130 when a charge is incurred for Refractive Error Correction Surgery for a covered person. This benefit is payable once per covered person, per Policy Year. **NOTE: If a covered person receives a benefit for Vision Correction Materials and later receives Refractive Error Correction Surgery in the same Policy Year, we will pay \$50 for Refractive Error Correction Surgery.**

Option 2 VISION CORRECTION BENEFIT: After a 12-month waiting period, Aflac will pay \$195 when a charge is incurred for prescribed Vision Correction Materials or \$315 when a charge is incurred for Refractive Error Correction Surgery for a covered person. This benefit is payable once per covered person during each successive 24-month period following the end of the waiting period, and applies only for charges incurred during that period. **NOTE: If a covered person receives a benefit for Vision Correction Materials and later receives Refractive Error Correction Surgery during the same 24-month period, we will pay \$120 for Refractive Error Correction Surgery.**

Option 3 VISION CORRECTION BENEFIT: After a 24-month waiting period, Aflac will pay \$340 when a charge is incurred for prescribed Vision Correction Materials or \$550 when a charge is incurred for Refractive Error Correction Surgery for a covered person. This benefit is payable once per covered person during each successive 36-month period following the end of the waiting period, and applies only for charges incurred during that period. **NOTE: If a covered person receives a benefit for Vision Correction Materials and later receives Refractive Error Correction Surgery during the same 36-month period, we will pay \$210 for Refractive Error Correction Surgery.**

C. SPECIFIC EYE DISEASES/DISORDERS BENEFIT: Aflac will pay \$1,000 when a covered person is first diagnosed after the Effective Date as having any of the eye diseases or disorders listed below. The eye disease or disorder must be diagnosed by an Ophthalmologist or a Physician.

Glaucoma (excluding preglaucoma and/or borderline glaucoma)
Proliferative diabetic retinopathy Retinal detachment
Retinitis pigmentosa Macular degeneration

This benefit is payable only once per covered disease or disorder, per covered person, and will be paid in addition to any other benefit in the policy.

D. EYE SURGERY BENEFIT: When a surgical operation is performed on a covered person for a diagnosed eye disease or disorder, Aflac will pay the indemnity amount listed in the Schedule of Operations in the policy for the specific procedure when a charge is incurred. Surgeries must be performed by an Ophthalmologist or a Physician.

If any operation for a diagnosed eye disease or disorder is performed other than those listed, Aflac will pay an amount comparable to the amount shown in the Schedule of Operations for the operation most nearly similar in severity and gravity.

NOTE: Surgical benefits for Refractive Error Correction Surgery are payable only under the Vision Correction Benefit.

Surgical benefits are limited to surgeries of the eye, eye socket, eyelid, and tear ducts. Only one benefit is payable per 24-hour period for surgery even though more than one surgical procedure may be performed. We will pay the highest eligible benefit. No lifetime maximum.

E. PERMANENT VISUAL IMPAIRMENT BENEFIT: When a covered person is first diagnosed after the Effective Date of coverage with a Visual Impairment for which there is no medical prognosis of recovery, Aflac will pay the following indemnity amount(s) for the specific level(s) of Visual Impairment that apply to your current stage of Visual Impairment.

VISUAL IMPAIRMENT LEVEL	TOTAL PER LEVEL	MAXIMUM CUMULATIVE BENEFIT PER EYE
(Level 1) – Severe	\$750	\$750
(Level 2) – Profound	+ \$1,750	\$2,500
(Level 3) – Near-Total	+ \$2,500	\$5,000
(Level 4) – Total	+ \$5,000	\$10,000

If a covered person is diagnosed with a Level 2, 3, or 4 Visual Impairment, benefits for previously unpaid lower levels of Visual Impairment, if any, will be paid in addition to benefits for the level diagnosed. Each level of Visual Impairment is payable a maximum of once per eye, per covered person.

The permanent Visual Impairment must be diagnosed by an Ophthalmologist or a Physician. Benefits for a child born visually impaired are payable only if the visually impaired child is born after ten months from the Effective Date of the policy. Lifetime maximum of \$10,000 per eye, per covered person. Lifetime maximum of \$20,000 per covered person.

III. EXCEPTIONS, REDUCTIONS AND LIMITATIONS OF THE POLICY:

A. The policy contains a 30-day waiting period. If a covered person has an eye disease or disorder, other than one caused by an Injury, diagnosed before coverage has been in force 30 days from the Effective Date of coverage shown in the Policy Schedule, benefits for treatment of that eye disease or disorder will apply only to treatment occurring after two years from the Effective Date of the policy or, at your option, you may elect to void the policy from its beginning and receive a full refund of premium. **The 30-day waiting period does not apply to the Eye Examination Benefit or the Vision Correction Benefit.**

- B.** The policy does not cover losses caused by or resulting from:
1. Services that are not recommended by an Optometrist, Ophthalmologist, or a Physician.
 2. Cosmetic surgery that is not due to eye disease, disorder, or Injury.
 3. Treatment or diagnosis received while outside the territorial limits of the United States or, if outside the United States, the territorial limits of the place where the policy was issued.
 4. Intentionally self-inflicting bodily Injury or attempting suicide, while sane or insane.
- C.** If you change your Vision Correction Benefit option, this benefit will be subject to a new waiting period, if any, beginning with the Effective Date of the new option. **YOU ARE ELIGIBLE TO CHANGE YOUR VISION CORRECTION BENEFIT OPTION ONLY ONCE EACH YEAR, WITH THE CHANGE TO BE EFFECTIVE ON THE NEXT POLICY ANNIVERSARY DATE.**
- IV. RENEWABILITY:** The policy is guaranteed-renewable for your lifetime by payment of the premium in effect at the beginning of each renewal period. Premium rates may change only if changed on all policies of the same form number and class in force in your state.

The policy has limitations that may affect benefits payable. This brochure is for illustration purposes only. Refer to the policy for complete definitions, details, limitations, and exclusions.

TERMS YOU NEED TO KNOW

COVERED PERSON: Any person insured under the coverage type you applied for: individual (named insured listed in the Policy Schedule), named insured/spouse only (named insured and spouse), one-parent family (named insured and Dependent Children), or two-parent family (named insured, spouse, and Dependent Children). Newborn children are automatically covered from the moment of birth. If coverage is for individual or named insured/spouse only and you desire uninterrupted coverage for a newborn child, you must notify Aflac in writing within 31 days of the birth of your child, and Aflac will convert the policy to one-parent family or two-parent family coverage and advise you of the additional premium due. Coverage will include any other Dependent Child, regardless of age, who is incapable of self-sustaining employment by reason of mental retardation or physical handicap and who became so incapacitated while covered under the policy and before age 26. *Dependent Children* are your natural children, stepchildren, legally adopted children, foster children, or children in the insured's custodial care who are under age 26.

EFFECTIVE DATE: The date(s) shown in the Policy Schedule. The Effective Date of the policy is not the date you signed the application for coverage.

OPHTHALMOLOGIST: A licensed Physician, other than a member of your immediate family, specializing in diagnosis, care, and treatment of refractive, medical, and surgical problems related to eye diseases and disorders.

OPTOMETRIST: A licensed doctor of optometry, other than a member of your immediate family, who specializes in vision problems; treating vision conditions with spectacles, contact lenses, low-vision aids, and vision therapy; and prescribing medications for certain eye diseases and disorders.

PHYSICIAN: A legally qualified person, other than a member of your immediate family, who is licensed as a Physician by the state to treat the type of condition for which a claim is made.

PRE-EXISTING CONDITIONS: A *Pre-existing Condition* is a disease or disorder for which, within the 12-month period before the Effective Date of coverage, medical advice, consultation, or treatment was recommended or received, or for which symptoms existed that would ordinarily cause a prudent person to seek diagnosis, care, or treatment. Care or treatment caused by a Pre-existing Condition will not be covered unless it begins more than 12 months after the Effective Date of coverage. **The Pre-existing Conditions provision does not apply to the Eye Examination Benefit or to the Vision Correction Benefit.**

VISUAL IMPAIRMENT: Specific levels of Visual Impairment are defined below. Visual Impairment must be a result of an eye injury, eye disease, or eye defect.

If this coverage is a replacement of similar coverage, we will give credit for the time the person was covered under previous coverage when determining the Pre-existing Conditions limitations, exclusive of any applicable waiting periods under the new coverage.

- **LEVEL 1 – SEVERE VISUAL IMPAIRMENT:** Maximum visual acuity, after correction, of 20/200 or less, or a total diameter of the visual field in that eye of 20 degrees or less.
- **LEVEL 2 – PROFOUND VISUAL IMPAIRMENT:** Maximum visual acuity, after correction, of 20/500 or less, or a total diameter of the visual field in that eye of 10 degrees or less.
- **LEVEL 3 – NEAR-TOTAL VISUAL IMPAIRMENT:** Maximum visual acuity, after correction, of less than 20/1000, or a total diameter of the visual field in that eye of 5 degrees or less.
- **LEVEL 4 – TOTAL VISUAL IMPAIRMENT:** Complete loss of vision with no remaining perception of light, or loss of the natural eye.

ADDITIONAL INFORMATION

Covered refractive error correction surgeries include but are not limited to laser assisted in-situ keratomileusis (LASIK), laser thermokeratoplasty (LTK), photorefractive keratectomy (PRK), radial keratotomy (RK), and intracorneal rings (Intacs).

Covered vision correction materials include prescribed glasses, sunglasses, sports glasses, spare pairs of glasses, and contact lenses. Covered vision correction materials do not include items available for purchase without a prescription.

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under our wing.®**

aflac.com || **1.800.99.AFLAC** (1.800.992.3522)

Underwritten by:
American Family Life Assurance Company of Columbus
Worldwide Headquarters | 1932 Wynnton Road | Columbus, Georgia 31999



Town of Loxahatchee Groves, Florida
Town Council Agenda Item Report
Ertle Administrative Appeal

PREPARED BY: Jim Fleischmann

December 4, 2018

SUBJECT: Ertle Administrative appeal of a staff Zoning Confirmation Response to a Zoning Confirmation Request by James Miller Esquire, Agent for Dustin Ertle, Applicant.

1. BACKGROUND

History: A Zoning Confirmation Request (ZCR) was filed by Agent regarding an interpretation of ULDC Section 80-020 *Residential Enterprise*, Section (G) *Employees or Contractors* , as follows:

“Does an employee, who goes to a residential enterprise and picks up equipment in order to deliver it to a job site located off premise of the residential enterprise, count as an employee under the above Section.”

Staff prepared a Zoning Confirmation Response (ZCR) which concluded:

“ . . . an employee, who goes to a residential enterprise and picks up equipment in order to deliver it to a job site located off premises of the residential enterprise is counted as an employee Subject to ULDC Section 80-020(G).”

Pursuant to Article 145 *Administrative Appeals* of the ULDC, Agent has filed an appeal of the ZCR administrative decision by staff.

Problem Statement: Pursuant to ULDC Section 145-015 *Procedure*, the Town Council shall make a final determination to either confirm or reverse the staff administrative determination.

Problem Solution: After reviewing evidence by staff and Applicant, and after conducting a properly noticed quasi-judicial public hearing to review the appeal in accordance with ULDC Article 120 *Quasi-Judicial Hearings*, the Town Council shall make a final determination.

2. CURRENT ACTIVITY

A notice of a Quasi-Judicial Public Hearing on the matter was published in the Palm Beach Post on November 23, 2018. The Hearing is scheduled to occur on December 4th, 2018.

3. ATTACHMENTS

1. Zoning Confirmation Request (ZCR)
2. Zoning Confirmation Response.
3. Request for Appeal Letter
4. Legal ad for December 4th Quasi-Judicial Public Hearing

5. Letter confirming postponement of the December 4th, 2018 hearing.

4. FINANCIAL IMPACT

Work on this project to be funded by Applicant's Cost Recovery Account

5. RECOMMENDED ACTION

Staff recommends continuance of the Quasi-Judicial Public Hearing to a future date.



TOWN OF LOXAHATCHEE GROVES ZONING CONFIRMATION REQUEST FORM

There is an application fee of \$200.00 that may be payable by cash or check. If paying by check it may be made out to the Town of Loxahatchee Groves.

Applicant Information

Name: Dustin Ertle c/o James Miller Esquire Address: 13313 & 13387 Bryan Road
Phone Number: 561-296-2352 Loxahatchee Groves, FL 33470
FAX Number 561-828-3115
E-Mail Address: Jmiller@millerlegalpl.com

Property Information

Property Control Number: 41-41-43-17-01-612-0040
Owner: Dustin B. Ertle & Jamie Ertle
Property Address: see above
General Location: west end Bryan road
Parcel Size (acres): 10 ; Frontage (feet); 777.23 Depth (feet): 560
Property Accessed From: Bryan road
Attach Property Survey (if available)

Request (Please Be Specific)

See attached Supplement of request for clarification of Unified Land Development Code Section 80-020 (G).

Staff Use

Date Received: _____; Staff Assigned: _____
Date of Staff Response (attach): _____

SUPPLEMENT TO THE REQUEST FOR CLARIFICATION OF ULDC
ERTLE 41-41-43-17-01-612-0040
133313 Bryan Road

We are requesting a clarification of the interpretation of **Section 80-020 (G) of the Unified Land Development code**. The Question is:

Does an employee, who goes to a residential enterprise and picks up equipment in order to deliver it to a job site located off premise of the residential enterprise, count as an employee under the above Section.

It is our interpretation that this section currently allows a residential enterprise, which is engaged in the construction industry, to store the owner's equipment at the site and have his employees go to this storage location and pick up the equipment and return it to the site and as long as the employee **does no work at the enterprise location** other than pickup the equipment to take to the work site (off site location) and that this action **does not** violate Section (G).

In support of our interpretation, find attached the current Palm Beach County in the Home Occupation -AR/RSA which allows a special designation for Residential enterprise in the Construction business and allows limited Contractor Storage yard for such storage and retrieval of equipment, see attached County Land use ordinance. This information was obtained from Jan Rodriguez who's contact information is listed below:

Jan Rodriguez
Senior Site Planner
Planning, Zoning & Building/Zoning Division
2300 N. Jog Road
WPB, FL 33411
561-233-5596 (Office)
561-233-5165 (Fax)
jrodriguez1@pbcgov.org

We wish to have a clarification of the Town's interpretation of the language of Sections 80-020 (G) in accordance with its current Unified Land Development code.



Town of Loxahatchee Groves

155 "F" Road • Loxahatchee Groves, Florida 33470 • Telephone (561) 793-2418 • Fax (561) 793-2420 • www.loxahatcheegrovesfl.gov

To: Bill Underwood, Town Manager
From: Jim Fleischmann, Town Planning Consultant
Re: 13313 & 13387 Bryan Road Dustin Ertle Zoning Confirmation Response
Date: May 15, 2018

MEMO

This Response is based solely on information provided by Requestor and any Town review discussed herein. Should any of the information be determined to be incomplete or inaccurate and such affects the confirmation herein, this Response may be revoked by the Town.

A. Summary of Inquiry

James F. Miller, Esq. (Requestor) has requested, on behalf of Dustin Ertle (Property Owner of 13313 Bryan Road), a response to the following question related to Section 80-020 (G) of the Town's ULDC:

"Does an employee, who goes to a residential enterprise and picks up equipment in order to deliver it to a job site located off premises of the residential enterprise, count as an employee under the above Section".

In addition to the above question, Requestor has offered his own business example and interpretation of Section 80-020 (G), as follows:

". . . . this section currently allows a residential enterprise, which is engaged in the construction industry, to store the owner's equipment at the site and have his employees go to this storage location and pick up the equipment and return it to the site and as long as the employee **does no work at the enterprise location** other than pickup the equipment to take to the work site (off site location) and that this action **does not** violate Section (G)".

Requestor has not inquired as to whether or not a specific property meets the special conditions requirements for a residential enterprise stated in ULDC Section 80-020 *Residential enterprise*. Rather, a generic interpretation of ULDC Section 80-020 (G) is requested. The code section in question, states:

"(G) *Employees or contractors*. In addition to any person(s) who are residents of the property, there shall be a maximum of two outside employees or contractors who assist with the residential enterprise."

B. Staff Analysis

ULDC Section 80-020 (G) limits outside employees (i.e. employees who are not residents of the property) to a maximum of two. The Section does not state that, in order to be included in the limitation, an outside employee or contractor must spend a certain amount of time on-site. Therefore, any employee or contractor who enters and exits the site on a given day is subject to the maximum limitation.

C. Conclusion

Based upon the above staff analysis, an employee, who goes to a residential enterprise and picks up equipment in order to deliver it to a job site located off premises of the residential enterprise is counted as an employee Subject to ULDC Section80-020 (G).

If you have any questions regarding the above conclusions or further discuss the proposed development concept, please contact Bill Underwood, Town Manager, at the following number: (561) 793-2418.



Jim Fleischmann
Town Planning Consultant

Attachments: 1. Zoning Confirmation Request.

SACHS SAX CAPLAN

ATTORNEYS AT LAW

SUITE 200
6111 BROKEN SOUND PARKWAY NW
BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6819
FACSIMILE (561) 994-4985

MICHAEL S. WEINER, ESQ.
mweiner@ssclawfirm.com

Via Hand Delivery and Email

October 10, 2018

Ms. Virginia Walton
Town Clerk
Town of Loxahatchee Groves
155 F Road
Loxahatchee Groves, FL 33470
Email: vwalton@loxahatcheegrovesfl.gov

Re: Administrative Appeal

Dear Ms. Walton:

I am writing on behalf of my client, Mr. Dustin Ertle, Property Owner of 13313 & 13387 Bryan Road. This letter is an appeal of an administrative decision pursuant to Article 145 of the Unified Land Development Code of the Town of Loxahatchee Groves ("ULDC").

A. The ruling of the administrative official being appeal

A copy of the ruling of the administrative official being appealed is enclosed. The ruling is contained in a Memo addressed from Mr. Jim Fleischmann, Town Planning Consultant to Mr. Bill Underwood, Town Manager (the "Ruling"). The Town of Loxahatchee Groves (the "Town") provided the Ruling in response to a request filed by James F. Miller, Esq. on behalf of Mr. Ertle.

B. The name and position of the administrative official

Town Manager Mr. Bill Underwood requested the opinion of Town Planning Consultant, Mr. Jim Fleischmann. The memo received by my client was prepared by Mr. Fleischmann as Mr. Underwood's designee. Accordingly, we appeal the Ruling of Town Manager Mr. Bill Underwood.

C. The date of the final ruling or rendition of the order

On behalf of Mr. Ertle, Mr. Miller first received the response via email on September 11, 2018. Accordingly the thirty (30) calendar day period for appeal commenced as of September 11, 2018, and this appeal is timely filed.

D. The sections and subsections of the ULDC upon which the ruling was based.

The ruling was based on an interpretation of ULDC Section 80-020(G).

E. The reason the affected party believes the decision is erroneous and the reason that a variance or other form of relief is not required instead.

The decision in the Ruling involved an interpretation of ULDC Section 08-020(G). Specifically, the interpretation stated the following:

ULDC Section 08-020(G) limits outside employees (i.e. employees who are not residents of the property) to a maximum of two. The Section does not state that, in order to be included in the limitation, an outside employee or contractor must spend a certain amount of time on-site.

This decision is erroneous. If ULDC Section 08-020(G) were to be interpreted as set forth in the ruling, it would not allow any residential enterprise within the Town, rendering the section of the ULDC meaningless. A "contractor" is also mentioned in ULDC Section 80-020(G) along with an employee. Merriam Webster's online Dictionary defines "contractor" as "one that contracts to perform work or provides supplies." So if the interpretation of the Ruling applies, any residential enterprise may have two employees but never contract with an individual or no employees but no more than two contractors. No business enterprise could operate under such conditions, and hence the use of residential enterprises is meaningless.

In order for the ULDC provision to make sense, it must be about limiting employees and contractors who assist in direct connection with the property. The decision in the Ruling proves too much. It would mean that you could not operate any residential enterprise if you have more than two employees or contractors, even if those employees or contractors never set foot on the property.

In rendering a decision relating to an appeal, the Town Council shall consider, among other things, the following, according to ULDC Section 145-020: (a) whether there exists an error or ambiguity which must be corrected and (b) the general intent of the section of Code which is the subject of the appeal; and (c) the impact of any finding on the surrounding community.

Conclusively, the ambiguity of this Code section must be corrected so that the use of residential enterprise is given some meaning. The general intent of the Code was to allow a "low impact" use of the property for a residential enterprise as defined in Section 10-015 of the ULDC and not to

Mr. Dustin Ertle, Administrative Appeal
October 10, 2018
Page 3

restrict the use to a “no impact” enterprise which is what would happen if the Ruling were upheld. The impact of the Ruling on the surrounding community would be to delete a popular and financially beneficial use, depriving land owners of basic rights to gainful enterprise within their community.

We reserve all rights to supplement this appeal with additional information at a later date.

Very truly yours,

SACHS SAX CAPLAN

/s/ Michael S. Weiner

Michael S. Weiner

Enclosure

CC: Mr. Barry J. Trombley, Code Enforcement Manager, via email
Mr. Bill Underwood, Town Manager, via email
James F. Miller, Esq., via email
Mr. Dustin Ertle, via email

**TOWN OF LOXAHATCHEE GROVES
Quasi Judicial Public Hearing**

**NOTICE OF HEARING
APPEAL OF ADMINISTRATIVE
ZONING DECISION**

NOTICE IS HEREBY GIVEN to all parties that the Town Council of the Town of Loxahatchee Groves, in Palm Beach County, Florida, will consider an appeal pursuant to Article 145: Administrative Appeals of the Loxahatchee Groves Unified Land Development Code (ULDC) filed by the Property Owner of 13313 and 13387 Bryan Road, Loxahatchee Groves, Florida 33470 of an administrative zoning interpretation relating to a residential enterprise use on the properties.

The Town Council will hold a Quasi Judicial Public Hearing on the matter on Tuesday, December 4, 2018 at 7:00 p.m., at the Loxahatchee Groves Town Hall, located at 155 "F" Road, Loxahatchee Groves, Florida 33470. Following the public hearing, the Town Council shall make a final determination based upon the evidence presented and the applicable criteria presented in ULDC Section 145-020: Criteria for appeals of an administrative decision.

The aforesaid zoning interpretation and related materials may be inspected by the public at the Town's Administrative Offices, located at 155 "F" Road, Loxahatchee Groves, Florida 33470, 561-793-2418, Monday-Wednesday, 8:00 a.m. - 6:00 p.m. and Thursday, 8:00 a.m. to 5:00 p.m. Town Offices are closed on Friday.

All interested persons may appear at the Quasi Judicial Public Hearing and be heard with respect to the proposed zoning interpretation, which appearance may be in person, by counsel, or by letter. All interested parties please take due notice of the time and place of this hearing and govern yourself accordingly. The Town's Quasi Judicial procedures are provided in Section 120-025 of the Town's ULDC.

If a person decides to appeal any decision of the Town Council with respect to the matter considered at this meeting, the person will need a record of the proceedings and that, for such purpose, may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based (FS 286.0105).

The Loxahatchee Groves Town Hall is wheelchair accessible and accessible parking spaces are available. Anyone needing auxiliary services please contact the Town Clerk at least five (5) days prior to meeting at 561-793-2418.
11-23/2018

SACHS SAX CAPLAN

ATTORNEYS AT LAW

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BOCA RATON, FLORIDA 33487

TELEPHONE (561) 994-4499
DIRECT LINE (561) 237-6819
FACSIMILE (561) 994-4985

MICHAEL S. WEINER, ESQ.
MWEINER@SSCLAWFIRM.COM

November 26, 2018

VIA EMAIL: mcirullo@gorencherof.com

Michael D. Cirullo, Jr.
Goren Cherof Doody & Ezrol, P.A.
3099 E. Commercial Blvd., Suite 200
Ft. Lauderdale, FL 33308

Re: Town of Loxahatchee Groves Appeal by Mr. Dustin Ertle before Town
Council

Dear Mr. Cirullo:

We are confirming the postponement of the hearing involving Mr. Dustin Ertle from December 4, 2018 to a date to be determined.

Enclosed is a copy of communication from James F. Miller, Esq., Mr. and Mrs. Ertle's personal attorney to Mr. Jim Fleischman explaining the circumstances.

We look forward to hearing from you or town staff as to the reset date. Because of prior commitments, I am unavailable from December 10, 2018 to December 17, 2018.

Very truly yours,

SACHS SAX CAPLAN



Michael S. Weiner

MSW/lw
Enclosure

cc: Mr. Dustin Ertle
James F. Miller, Esq.



1665 Palm Beach Lakes Blvd., Suite 101
West Palm Beach, Florida 33401

James F. Miller, Esq.
Email: jmiller@millerlegalpl.com

(561) 296-3252 - Telephone
(561) 828-3115 - Facsimile

November 15, 2018

Mr. Jim Fleischman

VIA email lrnijim@bellsouth.net

Town of Loxahatchee Groves Land Planner
RE: Town of Loxahatchee Groves Appeal by Dustin Ertle before Town Council

Dear Mr. Fleischman

In response to our telephone call of this morning, November 15, 2018, I have spoken with my client and am hereby making a formal objection to the appeal hearing being rescheduled from the January 2019 as agreed upon.

By way of review of the series of events, yesterday, at around 9:00 am, you contacted my client directly and told him about publication requirements for the upcoming appeal hearing. He directed you to speak to his counsel. I then contacted you at 9:53 a.m. and you inquired as to if we preferred the Town to do the publication or if we wanted to do it ourselves.

At that time, I informed you that this was a problem since I had requested an accounting of the deposit funds, my client had placed with the city previously and had gotten no response after being told that all the funds had been used up by the town. I told you that this issue needed to be resolved before we could decide on the publication issue. You agreed to look into it and get back with me.

You then, during this conversation, asked if my client would agree to postponement the hearing from the December 4, 2018 date until the January 2019 date at the town Managers request. This request I was told was based on the fact that the City Council had a full agenda with the appointment of a new interim Council member being the major issue on the agenda for the December 4, 2018 Council meeting and this was going to be a long meeting with the new appointment not being yet up to speed at that time.

I told you that I would speak to my client and get back with you. In reliance on your request, I spoke with my client after we hung up and at 10:20 am called you back and let you know that he had agreed. We at this time agreed to the postponement. My client thereafter, based on these circumstances and in reliance on our discussion has made other commitments for the December 4, 2018 date.

Jim you now call me at 10:50 am this morning, November 15, 2018, first, to review with me that my client has a escrow account with approximately \$6,378.00 dollars in escrow with the town then tell me that the Town Manager now wants to again rescheduling the Appeal back on for December 4, 2018 and further you now request that we address the publication issue immediately today.

I take exception with this change in scheduling which was made, not at my client request but the Towns. Therefore, I do hereby demand that the initial reschedule Appeal be held January 2019 as agreed to yesterday by all parties.

Sincerely,



James F. Miller, Esquire
For the firm

JFM/esm

cc: Dustin Ertle

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-01

AN ORDINANCE OF THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, CODIFYING THE LOXAHATCHEE GROVES WATER CONTROL DISTRICT SPECIAL ACTS AS ORDINANCES OF THE TOWN OF LOXAHATCHEE GROVES PURSUANT TO CHAPTER 2018-245, LAWS OF FLORIDA; AMENDING THE LANGUAGE FROM THE SPECIAL ACTS TO CONFORM TO THE PROVISIONS OF CHAPTER 2018-245 AND TO THE DISTRICT NOW BEING A DEPENDENT DISTRICT OF THE TOWN OF LOXAHATCHEE GROVES, AS REFLECTED ON EXHIBIT “A” HERETO; PROVIDING FOR SEVERABILITY; PROVIDING FOR CONFLICTS; PROVIDING FOR CODIFICATION; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Chapter 2018-245, Laws of Florida, the former independent Loxahatchee Groves Water Control District (“District”) was converted into a dependent district of the Town of Loxahatchee Groves upon the approval of the conversion by the landowners in the District in a referendum conducted in June, 2018; and,

WHEREAS, Chapter 2018-245 provided that upon approval of the conversion of the District from an independent district to a dependent district of the Town, the provisions of the district’s special acts (Chapters 99-425, 2004-410, 2011-257, 2014-246, and 2014-247, collectively the “Special Acts”) would be converted into ordinances of the Town of Loxahatchee Groves; and,

WHEREAS, the Town Council finds it in the best interest of the Town to codify the provisions of the Special Acts and to amend the language in the Special Acts to conform to the provisions of Chapter 2018-245 and to the district now being a Dependent District of the Town of Loxahatchee Groves.

NOW, THEREFORE, BE IT ORDAINED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, THAT:

{00272792.1 1574-0702400}

CODING: Words in ~~struck-through~~ type are deletion from existing law; words in underlined type are additions

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-01

Section 1. The foregoing "WHEREAS" clauses are hereby ratified and confirmed as being true and correct and are hereby made a specific part of this Ordinance upon adoption hereof.

Section 2. The Town Council as the Town of Loxahatchee Groves adopts this ordinance to codify the provisions of Special Acts of the Loxahatchee Groves Water Control District, which, pursuant to Chapter 2018-245, Laws of Florida, were converted into ordinances of the Town of Loxahatchee Groves upon the approval of the conversion of the formerly independent Loxahatchee Groves Water Control District to a dependent district of the Town of Loxahatchee Groves, and as amended, as attached hereto as Exhibit "A".

Section 3. **Severability.** If any clause, section, or other part of this Ordinance shall be held by any court of competent jurisdiction to be unconstitutional or invalid, such unconstitutional or invalid part shall be considered as eliminated and in no way affecting the validity of the other provisions of this Ordinance.

Section 4. **Conflicts.** All Ordinances or parts of Ordinances, Resolutions, or parts of Resolutions in conflict herewith, be and the same are hereby repealed to the extent of such conflict.

Section 5. **Codification.** It is the intention of the Town Council of the Town of Loxahatchee Groves that the provisions of this Ordinance shall become and be made a part of the Code of Ordinances of the Town of Loxahatchee Groves, Florida, that 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.

{00272792.1 1574-0702400}

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-01

Section 6. **Effective Date.** This Ordinance shall take effect immediately upon its adoption.

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN OF LOXAHATCHEE GROVES, FLORIDA, ON FIRST READING AND PUBLIC HEARING, THIS ___ DAY OF _____, 2019.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

{00272792.1 1574-0702400}

CODING: Words in ~~struck through~~ type are deletion from existing law; words in underlined type are additions

TOWN OF LOXAHATCHEE GROVES

ORDINANCE NO. 2019-01

PASSED AND ADOPTED BY THE TOWN COUNCIL OF THE TOWN LOXAHATCHEE GROVES, ON SECOND READING AND PUBLIC HEARING, THIS _____ DAY OF _____, 2019.

Council Member _____ offered the foregoing ordinance. Council Member _____ seconded the motion, and upon being put to a vote, the vote was as follows:

	<u>Aye</u>	<u>Nay</u>	<u>Absent</u>
DAVID BROWNING, MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
TODD MCLENDON, VICE MAYOR	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
DAVID DEMAROIS, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
PHILLIS MANIGLIA, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
ANITA KANE, COUNCIL MEMBER	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

**TOWN OF LOXAHATCHEE GROVES,
FLORIDA**

ATTEST:

Town Clerk

Mayor David Browning

Vice Mayor Todd McLendon

APPROVED AS TO LEGAL FORM:

Office of the Town Attorney

Council Member David DeMarois

Council Member Phillis Maniglia

Council Member Anita Kane

{00272792.1 1574-0702400}

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EXHIBIT "A"

CHAPTER 99-425

Be It Enacted by the Legislature of the State of Florida:

~~Section 1. Chapter 76-455, Laws of Florida, as amended, is codified, reenacted, amended and repealed as herein provided.~~

~~Section 12. The Loxahatchee Groves Water Control District is re-created and reenacted to read:~~

~~Section 1. A. _____ Name and duration of district.— The District is a dependent district of the Town of Loxahatchee Groves. The name of Loxahatchee Sub-Drainage District, created by chapter 298, Florida Statutes, is changed to Loxahatchee Groves Water Control District, hereinafter known as the District shall be Loxahatchee Groves Water Control District. The corporate life of the Loxahatchee Groves Water Control District is extended perpetually.~~

~~B. Board of Supervisors.--- The Town Council shall serve as the Board of Supervisors for the District.~~Section 2. Landowner's meeting and election of supervisors.—

~~a. Election of supervisors.— Every year in the same month that a supervisor's term expires as provided in ss. 298.11 and 298.12, Florida Statutes, the district shall call a meeting of the landowners in the district for the purpose of electing a supervisor for such vacancy or existing vacancies. There shall be one ballot for each vacancy. To be elected, a candidate must have a majority of the votes on that ballot. In the event no candidate receives a majority of votes on the first ballot, a run-off ballot shall be held between the two candidates receiving the highest number of votes on the first ballot.~~

~~b. Number of votes; voting.— At such election, each and every owner of land in the district shall be entitled to vote, in person or by proxy in writing duly signed. Each landowner shall be entitled to one vote for every acre of land owned by him or her within the district. Landowners owning less than 1 acre shall be entitled to one vote. Where land is held in any form of joint ownership; votes may be cast by one owner only. Landowners with more than 1 acre are entitled to one additional vote for any fraction of an acre greater than ½ acre, when all of the landowners' acreage has been aggregated for purposes of voting.~~

~~c. Quorum for landowners' meetings.— At any landowners' meetings those owners of lands in the district present in person or voting by proxy shall constitute~~

(00271668.2 1574-0702400)

(00271668.2 1574-0702400)

EXHIBIT "A"

~~a quorum.~~

~~d. Membership of the board of supervisors.—The board of supervisors of the district shall be increased from three members to five members.~~

~~e. Date of landowner's meeting; notice of intent to be elected.—Notwithstanding any provision of s. 298.12, Florida Statutes, to the contrary, for all elections held after 1999, in order for a person to be elected as a supervisor of the district, that person must notify the Supervisor of the Board of Elections of Palm Beach County of his or her intent to be elected as a supervisor at least 90 days prior to the annual landowner's meeting, which shall take place on the 4th Monday of June each year. The date of annual landowner's meeting may be changed by majority of the board of supervisors of the district provided that such change occurs at least 150 days prior to the newly selected date of the landowner's meeting and further provided that notice of such change of the date of the landowner's meeting shall be published once a week for 2 consecutive weeks in a newspaper of general circulation in the county in which the lands of the district are located, with the first such publication to be not less than 10 nor more than 15 days after the vote of the board of supervisors to change the date of the annual landowner's meeting. No person who has not timely provided notice to the supervisor of elections of his or her willingness to be elected, as set forth above in this section, may be elected as a supervisor of the district, unless no individuals or unless fewer individuals than the number of seats available for election, have timely provided notice to the supervisor of elections, in which event the provisions of s. 298.12(1), Florida Statutes, shall control. If the number of persons timely providing notice to the supervisor of elections is less than or equal to the number of seats for which supervisors are to be elected in that year, then those individuals providing timely notice shall be deemed elected as supervisors as of the date of the annual landowner's meeting and no election, or notice of such election, shall be held. If the length of terms varies for those persons who timely provide notice, the length of terms will be assigned by lot. If the number of persons timely providing notice to the supervisor of elections is less than the number of seats for which supervisors are to be elected in that year, then the individual or individuals providing timely notice shall be deemed elected as set forth in this subsection and the seat or seats for which persons have not filed will be subject to election pursuant to the provisions of s. 298.12(1), Florida Statutes. In such event, if the length of terms are different, the person or persons timely providing notice to the supervisor of elections shall be deemed elected to the longer or longest term. If the number of persons providing timely notice to the supervisor of elections exceeds the number of seats for which supervisors are to be elected that year, then elections shall proceed forward at the annual landowner's meeting in accordance with the provisions of s. 298.12(1), Florida Statutes, as may be modified by this act. In the event that pursuant to this subsection an election is not required, notice as set forth in s. 298.12, Florida Statutes, for the annual meeting need not be~~

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

~~provided so long as the annual meeting has been included among the meetings properly noticed under the requirements of s. 189.417, Florida Statutes.~~

~~Section 3.~~ C. Levy of assessments.—Levy of assessments of land less than 1 acre. In the levying and assessing of all assessments by the Loxahatchee Groves Water Control District, Palm Beach County, created under chapter 298, Florida Statutes, each tract or parcel of land less than 1 acre in area shall be assessed as a full acre.

~~Section 4.~~ D. Powers of the district.—

a. In addition to the powers provided for in chapter 298, Florida Statutes, the Loxahatchee Groves Water Control District shall have the power to maintain roadways and roads necessary and convenient for the exercise of the powers or duties or any of the powers or duties of the district or the supervisors thereof in coordination with the Town; and in furtherance of the purpose and intent of this ~~ordinance~~ and chapter 298, Florida Statutes, in coordination with the Town, to maintain roadways and roads necessary and convenient to provide access to and efficient development of areas made suitable and available for cultivation, settlement, and other beneficial use and development as a result of the reclamation operations of the district, including all the roads shown on the replat of Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records; and to provide funds for this purpose in its annual levy of district assessments.

b. The Board of Supervisors of the Loxahatchee Groves Water Control District ~~in Palm Beach County~~, is hereby authorized, empowered, and permitted, in coordination with the Town, to expend funds of the district to pay for engineering studies and plans for the purpose of developing a road improvement program for the construction, maintenance, improvement, and repair of dedicated roads and road rights-of-way, including the swales thereof, within the district.

c. In addition to the powers of Loxahatchee Groves Water Control District, hereinafter referred to as the "district," elsewhere provided by general or special law, ~~or ordinance or resolution~~, in coordination with the Town, the district shall have the power, in coordination with the Town, to construct, maintain, improve, and repair roadways and roads necessary and convenient for the exercise of any of the powers or duties of the district or the board of supervisors thereof, including, but not limited to, all the roads shown on the replat of Loxahatchee Groves, as recorded in Plat Book 12, Page 29, Palm Beach County Public Records, or to provide access to and development of areas within the district, or both; to provide funds for such construction, maintenance, improvement, or repair through the levying of assessments pursuant to chapter 298, Florida Statutes, or this ~~ordinance~~, or both; and to acquire land, including any interest therein, by purchase, gift, exchange, or

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

eminent domain, for such construction, maintenance, improvement, or repair. ~~The board of supervisors of the district, at its discretion, may accept for dedication a road within the boundaries of the district pursuant to the following procedures:~~

- ~~(1) The landowners possessing the easements to such road must petition in writing the board for dedication of the road, with those signing the petition agreeing to give the district their respective easements at no cost to the district, pursuant to policies established by the district.~~
- ~~(2) At least a simple majority of landowners on the road, on a per acre basis, must petition the board to dedicate the road.~~
- ~~(3) The board of supervisors of the district shall then determine whether or not to accept such petition. If the board determines to accept the petition, the district will then project all estimated costs involved in planning, designing, and building the road or improving the existing road to meet specifications acceptable to the district, including therewith the cost of improving or replacing any culvert crossing or bridge that connects the road to be dedicated to an existing district road or roads, the cost of any eminent domain proceeding to obtain road easements from those landowners who did not sign the petition and to give the district their respective easements, the cost of establishing the special taxing unit, and any other costs anticipated to be incurred by the district as a result of any action involved with such dedication.~~
- ~~(4) The estimated cost information shall then be provided to the affected landowners and a referendum shall be held among those landowners to create a special taxing unit, consisting of all of the benefited land contiguous to and inclusive of the road to be dedicated to cover such cost. Upon passage of the referendum by majority vote, on a per acre basis, the district shall create a special taxing unit and levy assessments for the costs as set forth in paragraph (3).~~
- ~~(5) The district shall then acquire by sale or through eminent domain, under chapters 73 and 74, Florida Statutes, as amended from time to time, the necessary easements and build the road or make the necessary improvements to the existing road to meet all district specifications.~~
- ~~(6) Thereafter, the road shall be dedicated to the district and maintained by the district under its general maintenance assessment.~~

Notwithstanding anything contained herein, the district's ability, under chapter 298, Florida Statutes, to create and assess units of development shall be unaffected.

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

d. The powers granted in this section may be exercised without the necessity of modifying or amending the water control plan for the district.

e. The powers set forth in this section shall be exercised by resolution adopted by a majority of the membership of the board of supervisors. ~~___, but the board of supervisors shall not authorize the construction of any new road or roadway or the improvement, other than routine maintenance, of any existing roadway within the district, except pursuant to a vote in favor of such construction or improvement by a majority of the votes cast at a meeting of the owners of lands within the district to be affected by such construction or improvement. The board of supervisors shall, prior to authorizing any such construction or improvement, determine what lands within the district would be affected by such construction or improvement, provided that any lands upon which drainage assessments or special assessments would be levied to finance such construction or improvement shall be deemed to be affected and shall thereafter cause notice to be given to all such landowners of a meeting of landowners to be held for the purpose of voting upon such construction or improvement; at such meeting, each owner of land to be affected by such construction or improvement, present in person or by proxy, shall be entitled to one vote for each acre of such land or fraction thereof within the district owned by such owner. Notice of a meeting of landowners hereunder shall be given in the same manner as provided by law for the giving of notice of the annual meeting for the election of supervisors.~~

ef. The board of supervisors, in the exercise of powers pursuant to this ~~act~~ordinance, may establish different special assessment areas within the district according to the benefits received, and may revise such areas according to the benefits received from time to time, so as to most equitably provide for the levying of special assessments according to benefits as are deemed desirable by the board of supervisors.

fg. The district shall have the power to adopt, by resolution, a uniform standard for culvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights-of-way of, the district. If the district so establishes a uniform standard, the district shall by resolution adopt procedures:

- (1) Which shall require notice of such uniform standards to be given to persons owning lands upon which, adjacent to, or, to the best of district's knowledge, using any culvert crossings, bridges, culverts, or other drainage systems that connect with or cross over any of the works of, or lie within the rights-of-way of, the district and to such other persons as the board of supervisors shall deem to be necessary or desirable, or both.

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

- (2) Which shall authorize granting permits for culvert crossings, bridges, culverts, or other drainage systems, or pursuant to such uniform standards, and the district may allow for permits to be applied for by a single landowner or by multiple landowners, provided that in the case of multiple landowners, such landowners establish a single entity to represent all such landowners to apply for and obtain the permit and construct and maintain the culvert crossings, bridges, culverts, or other drainage systems, subject to review by the district to ensure that said entity has the legal authority to assess such landowners for the cost of construction and maintenance of such culverts, drainage systems, culvert crossings, or bridges, that such power to assess runs with the land of the landowners creating the entity, and that the district can enforce such assessment power if necessary.
- (3) Which shall, except as hereinafter provided, require as to culverts or other drainage systems not less than 60 days' written notice to be given to persons owning lands upon which any, culverts, or other drainage systems exist in violation of any such uniform standards prior to the taking of any enforcement action by the district.

Less than 30 days' notice, in writing or otherwise, of violations of the uniform standards may be provided in emergency situations.

If, after such notice pursuant to this paragraph, any landowner shall fail to conform to such uniform standards, the district may enter upon such lands and take such action as necessary to cause such violation to be corrected and may assess the owner of such land for the district's costs in connection therewith.

Upon the failure of any property owner to pay any assessment levied by the board of supervisors pursuant to paragraph (4) hereinafter within 30 days of receipt by such owner of notice of said assessment, the district shall have a lien on all lands and premises affected thereby. To the extent permitted by law, \$such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to s. 55.03, Florida Statutes, per year and shall, until paid, remain in effect in perpetuity.

- (4) Which shall provide that in the event any culvert crossing or bridge, whether or not permitted by the district, is determined by the district to be restricting the normal conveyance of water in a district canal, the district shall notify the permit holder of said structure, or if there is no permit on file with the district for said structure, the district shall notify the landowner or landowners using

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

such structure that the following options are available regarding the structure:

- (a) The structure may be repaired, by the permit holder or the landowner or landowners using the structure, in conformance with current district standards (as determined by a licensed engineer), including obtaining a permit from the district pursuant to its uniform standards and procedures.
- (b) The structure may be abandoned and removed by the permit holder at its expense or, if the structure has not been permitted, the district shall remove the structure and the district shall not be liable to any person or entity that uses such structure for its removal.
- (c) The landowner or landowners using such structure may apply for a permit to construct a conforming replacement structure. This process shall require obtaining a permit issued by the district pursuant to its uniform standards and procedures, said permit to be contingent upon the removal of the nonconforming structure and the construction of a replacement structure at the sole expense of said landowner or landowners.
- (d) With respect to subparagraphs (a) and (c), in the event that there are multiple landowners involved, the landowners may establish a single entity as set forth in paragraph (2) to represent all such landowners.
- (e) Alternatively, the affected landowners may request the district, via referendum of the landowners utilizing the structure, upon a majority vote of such landowners, on a per-acre basis, to establish a special taxing unit of all such landowners to pay a special assessment to cover the initial costs, including, but not limited to, engineering fees, removal cost, repair or replacement construction cost, dedication of adjoining road, and permit fees and the structure shall thereafter be a district-owned structure maintained by the district.
- (f) The permit holder of a structure restricting the normal conveyance of water in a district canal, or if said structure is unpermitted, the landowner or landowners as reasonably determined by the district to be using such structure, shall have 60 days after notice is sent to respond to the district regarding which option set forth in this paragraph has been chosen and an additional 120 days to repair or remove said structure. If the district does not receive a written response within the first 60 days after the notice has been sent, the structure shall be reviewed by the district's board of supervisors, which may deem the structure to be abandoned. In emergency situations, the time periods for notice and response may be shortened by the district as is reasonable under the circumstances.

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

Notwithstanding any provisions contained in this subsection, the ability of the district's board of supervisors under chapter 298, Florida Statutes, to create and assess "units of development" shall be unaffected.

~~g.~~ The district shall have the power to require maintenance of any swale, drainage ditch, culvert, or canal connecting to any of the works of the district where lack of such maintenance adversely impacts the district, its operations, or any of its works. The board of supervisors shall cause notice to be given to any person owning land on which such a swale, drainage ditch, culvert, or canal is located in the event such maintenance is required and, if the requested maintenance is not performed within 30 days of said notice, unless extended by the board of supervisors, the district may go upon such property and perform said maintenance and assess the owner of the property for the district's cost thereof. Upon the failure of any property owner to pay any such assessment within 30 days of receipt by such owner of notice of the assessment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any such state, county, or district taxes. Such lien shall bear interest at an annual rate equal to the interest rate due on judgments, pursuant to s. 55.03, Florida Statutes, per year and shall, until paid, remain in effect in perpetuity.

~~h.~~ The board of supervisors of the district, in order to carry out any of the powers set forth in subsections c.-~~f.~~ may levy and impose special assessments against any or all of the real property within the district upon a determination that the construction, maintenance, improvement, repair, or operation of said improvements or services provided to existing improvements provide a benefit to such real property. The assessments shall be imposed upon the property specially benefited by such construction, maintenance, improvement, repair, or operation in proportion to the benefits to be derived therefrom, and the special benefits shall be determined and prorated by a method prescribed by the board of supervisors.

- (1) The board of supervisors, if it elects to assess a special benefit, shall declare by a resolution the nature of the proposed improvement or the services provided to existing improvements, shall designate the location of the improvement or the service provided to existing improvements, and shall state the part or portion of the expense thereof to be paid by special assessments, the manner in which said assessments shall be made, when said assessments are to be paid, and what part, if any, shall be apportioned to and paid from the funds of the district. The resolution shall also identify the lands upon which the special assessments shall be levied. The resolution shall state the total estimated cost of the improvement or service to be provided

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

to existing improvements.

- (2) Within 30 days after the adoption of the resolution, the board of supervisors shall cause said resolution to be published one time in a newspaper of general circulation in Palm Beach County.
- (3) Upon the adoption of the resolution, the board of supervisors shall cause to be made an assessment roll in accordance with the method of assessment provided for in said resolution, which assessment roll shall be promptly completed and filed with the records of the board of supervisors. The lands assessed, the amount of the assessment against such lands, and, if said assessment is to be paid in installments, the number of annual installments in which the assessment is divided shall be entered and shown on said assessment roll.
- (4) On the completion of said assessment roll, the board of supervisors shall by resolution fix a time and place at which the owners of the property to be assessed, or any other persons interested therein, may appear before said board of supervisors and be heard as to the propriety and advisability of making such improvements or providing said services, as to the cost thereof, and as to the amount thereof to be assessed against each property so improved. Notice in writing of such time and place shall be given to the property owners.
- (5) At a time and place named in the notice provided for in paragraph (4), the board of supervisors of the district shall meet as an adjustment board to hear and consider any and all complaints as to the special assessments and shall adjust the assessments on an equitable basis. After the special assessments are so adjusted and approved by resolution, such assessments shall stand confirmed and, until paid, shall remain legal, valid, and binding liens upon the property against which such assessments are made of equal dignity with the lien for county taxes. However, upon completion of the improvement, or provision of service to existing improvements, the board of supervisors shall credit to each of the assessments the difference in the assessment as originally made, approved, and confirmed and the proportionate part of the actual cost of the improvement or service to be paid by special assessments as finally determined on the completion of the improvement or service, but in no event shall the final assessments exceed the amount of benefits originally assessed. Promptly after confirmation, the assessments shall be recorded in the public records of Palm Beach County and the record of the lien shall constitute prima facie evidence of its validity.
- (6) The special assessments shall be payable at the time and in the manner

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

stipulated in the resolution authorizing the improvement or service. Such assessments shall remain liens, coequal in priority with the lien of county taxes, until paid. Assessments not paid when due shall bear interest at such rate or rates, not in excess of the maximum legal rate, prescribed by the board of supervisors in the resolution.

- (7) Each annual installment of special assessments provided for shall be paid upon the date specified in said resolution, until the entire amount of said assessment has been paid, and, on the failure of any property owner to pay any annual installment due or any part thereof, or any interest on any delinquent payment, the district shall have a lien on all lands and premises affected thereby. Such lien shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or district taxes and shall be on a parity with the lien of any state, county, or district taxes. Such lien shall, until paid, remain in effect in perpetuity.
- (8) If any special assessment made under the provisions of this section to defray the whole or any part of the expense of any improvement or provision of any service is either in whole or in part annulled, vacated, or set aside by the judgment of any court, or if the board of supervisors of the district is satisfied that any assessment is so irregular or defective that the same cannot be enforced or collected, or if the board of supervisors omitted to make such assessment when it might have done so, the board shall take all necessary steps to cause a new assessment to be made for the whole or any part of any improvement or service provided or against any property benefited by any improvement or service provided, following as nearly as possible the provisions of this ordinance~~act~~, and, in case such second assessment shall be annulled, the board of supervisors may obtain and make other assessments until a valid assessment is made.
- (9) An informality or any irregularity in the proceedings in connection with the levy of any special assessment under this ordinance~~act~~ shall not affect the validity of the same where the assessment roll has been confirmed by the board of supervisors, and the assessment roll as finally approved and confirmed shall be competent and sufficient evidence that the assessment was duly levied, the assessment was duly made and adopted, and that all other proceedings adequate to the adoption of the assessment roll were duly had, taken, and performed as required by this ordinance~~act~~; no variance from the directions hereunder shall be held material unless it is clearly shown that the party objecting was materially injured thereby.
- (10) The district may levy assessments using the Uniform Method for the Levy,

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

Collection, and Enforcement of Non-Ad Valorem Assessments ("Uniform Method") set forth in Florida Statutes. Compliance by the District with the requirements of the statutory Uniform Method shall be deemed to satisfy the procedural requirements in this subsection h.

ij. The district is authorized to provide from time to time for the issuance of special assessment bonds of the district to pay all or any part of the cost of improvements. Any bonds issued by the District are subject to the limitations and requirements of the Town Charter. The principal of and interest on any bonds shall be payable from special assessments sufficient to pay the bonds in the manner provided in the bonds, in this ~~ordinance~~, and the resolution authorizing such bonds. The bonds shall be authorized by resolution or resolutions of the board of supervisors of the district, adopted by a majority of the supervisors present and voting at a meeting of the supervisors. The bonds shall bear interest at a rate or rates not in excess of the maximum rates permitted by general law, may be in one or more series, may bear such date or dates, and may mature at any time or times not exceeding 40 years from their respective dates, may be payable in such medium of payment, at such place or places within or without the State of Florida, may carry such registration privileges, may be subject to redemption prior to maturity, with or without premium, may be executed in such manner, may contain such terms, covenants, and conditions, and may be in such form otherwise as such resolution or subsequent resolutions shall provide. The bonds may be sold or exchanged for refunding bonds, or delivered to contractors in payment for any part of the work or improvements financed by such bonds, or delivered in exchange for any properties, either real, personal, or both, to be acquired for such works or improvements, in such manner as the district in its discretion shall determine. Pending the preparation of the definitive bonds, interim certificates or receipts or temporary bonds in such form and with such provisions as the district may determine may be issued to the purchaser or purchasers of the bonds issued hereunder. The bonds and such interim certificates or receipts or temporary bonds shall be fully negotiable and shall be and constitute negotiable instruments within the meaning of and for all purposes of the law merchant and the Uniform Commercial Code of the State of Florida. The proceeds of the sale of any such bonds shall be used solely for the payment of the costs of the district incurred or to be incurred in carrying out the powers set forth in subsection c., subsection d., subsection e., ~~subsection f.~~, or subsection g., and shall be disbursed in such manner and under such restrictions as the district may provide in the authorizing resolution. The district may also provide for the replacement of any bonds which become mutilated or are stolen, destroyed, or lost, upon proper indemnification. A resolution providing for the issuance of special assessment bonds may also contain such limitations upon the issuance of additional bonds secured on a parity with the bonds theretofore issued as the district may deem proper.

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

jk. All special assessments levied pursuant to this ordinance~~act~~ may, in the discretion of the board, be collected by the tax collector of Palm Beach County at the same time as the general county taxes are collected by the tax collector of Palm Beach County, and the board shall in such event certify to the county tax collector a list of all such special assessments and a description of the lands and names of the owners of the properties against which such special assessments have been levied and the amounts to become due therefrom in the next succeeding year, including any interest thereon for any deficiencies for prior years. The board may in lieu of providing for the collection of said special assessments by the tax collector of Palm Beach County, provide for the collection of the special assessments by the district under such terms and conditions as the board shall determine. In such event, the bills or statements for the amounts due at any time and from time to time shall be mailed to the owners of all properties affected by such special assessments at such time or times as the board shall determine. All charges of the county tax collector or of the district, and the fees, costs, and expenses of any paying agents, trustees, or other fiduciaries for assessment bonds issued under this ordinance~~act~~, shall be deemed to be costs of the operation and maintenance of any improvements in connection with which such special assessments were levied and the board shall be authorized and directed to provide for the payment each year of such costs of collection, fees, and other expenses from additional special assessments or from the maintenance tax as provided by general law.

E.~~Section 5~~ Permitting of hauling operations.—

a. Definitions.—As used in this ordinance~~act~~:

- (1) "Haul" or "hauling" means to cart, pull, carry, or transport in a motor vehicle.
- (2) "~~Town District~~" means the Town of Loxahatchee Groves ~~Water Control District~~.
- (3) "Excavate" or "excavation" means any act by which material is cut into, dug, quarried, uncovered, removed, displaced, relocated, or otherwise deliberately distributed. Excavation excludes agricultural plowing and site grading and de-mucking in preparation for construction.

b. Application for hauling permit.—

- (1) ~~In addition to the powers of the district elsewhere provided by general or special law, t~~The Town district shall have the power to implement and enforce a permitting system necessary and convenient for the exercise of any of the powers or duties of the Town district ~~or the board of supervisors thereof~~ pertaining to all roads and roadways maintained by the Town district, pursuant

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

~~to its legislative authority,~~ to provide access to or to restrict the use of roads or roadways within the Town district for the hauling of excavated material where such hauling exceeds 250 cubic yards of excavated material within a 1-year period to or from the property of any landowner.

(2) In order to effect the regulation of hauling activities and the protection of the condition of district roads and roadways, the Town district:

(a) May require the following information to be supplied in an application for a hauling permit made to the Town district;

- (i) Name and address of proposed hauling operator.
- (ii) Type and number of vehicles to be operated.
- (iii) Origin and destinations of hauling load.
- (iv) Description of routes upon which the hauling operation will be conducted.
- (v) Dimensions and maximum total weight of hauling vehicles.
- (vi) Requested hauling schedule, including times and dates of excavation and use of hauling route.
- (vii) Verification of notice to all utility companies and municipalities along the proposed route and a copy of their reply.
- (viii) Approval of Palm Beach County's engineering department, if required.
- (ix) Name and address of permit applicant, which shall be either the owner of the land within the Town district from which the material is excavated or transported to or the person or entity performing the excavation work in the Town district, if the latter, the landowner must also sign the permit application.

(b) Shall require that the recipient of a hauling permit from the Town district coordinate with the Town district the hauling routes and the times during which hauling activities are permitted to take place.

(c) Shall include, as a condition of the hauling permit, that the hauling operator, permit applicant and landowner (if not the permit applicant) not cause damage or loss from the undertaking of hauling activities to the property of the Town or the District, including, but not limited to, Town district roads and roadways and adjacent private property. Notwithstanding the foregoing, the hauling operator, permit applicant, and landowner (if not the permit applicant) shall be liable for the repair of any such damage caused by hauling activities and shall reimburse the Town district and any adjacent private property owners for any loss or damage occasioned by hauling activities.

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

- (d) Shall require, as a condition of the approval of a hauling permit, evidence of insurance by the hauling operator to remain in force for the duration of the permit.
- (e) Shall require a permit applicant, the landowner (if not the permit applicant) and the hauling operator, jointly and severally, to indemnify and hold harmless the Town-district and its agents, employees, officers, and supervisors from and against all claims, damages, losses, and expenses, including, but not limited to, reasonable attorney's fees, arising out of or resulting from the exercise of hauling activities pursuant to the permit, provided that any such claim, damage, loss, or expense arises or results, in whole or in part, from the hauling operator's activities in connection with the hauling permit, and to execute an indemnity agreement so stating.
- (f) May assess and collect reasonable fees in connection with reviewing permit applications and approving the hauling permit.
- (g) May adopt rules to implement the purposes of this section.

c. Liability.—

- (1) Any person who, willfully or otherwise, hauls material on Town-district roads or roadways shall obtain a hauling permit as required under this ordinance and shall not violate the conditions of any hauling permit that has been granted by the Town-district pursuant to this ordinance.
- (2) Any person who willfully hauls excavated material on Town-district roads or roadways without a hauling permit as required under this ordinance or who violates the conditions of a hauling permit granted pursuant to this ordinance is liable to any person injured thereby for the full amount of the injury occasioned to any land or crops or other property by reason of such hauling activities, and shall be liable to the Town-district for double the cost of repairing any resulting damage to the district's roads or roadways.
- (3) Any person who willfully hauls excavated material upon the Town-district roads or roadways without a hauling permit as required under this ordinance, or in contravention of the conditions of a hauling permit granted pursuant to this ordinance, shall be subject to a civil fine of up to \$500 per occurrence, with each day that a violation occurs constituting a separate occurrence. Any violation of this section may be treated in the same manner as a noncriminal traffic infraction under chapter 318, Florida

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Statutes, and citations for such violations may be issued by traffic enforcement agencies in the same manner as traffic citations are issued under chapter 316, Florida Statutes.

- (4) If a hauling operator, permit applicant, or landowner (if not the permit applicant) upon notice, in writing or otherwise, fails to repair any damage occasioned by the hauling of materials on the road or roadways of the Town ~~district~~ within 24 hours of receiving said notice, the Town ~~district~~ may repair such damage and assess the owner of the land in the Town ~~district~~ from which the material was excavated or to which the material was hauled for the Town's ~~district's~~ costs in connection with such repairs. Upon failure of any landowner to pay any assessments levied by the Town ~~district~~ pursuant to this section within 30 days of receipt of any owner of notice of the assessment, the Town ~~district~~ shall have a lien on all lands of such owner within the Town ~~district~~. To the extent permitted by law, sSuch shall be superior and paramount to the interest in such land and premises of any owner, lessee, tenant, mortgagee, or other person except the lien of state, county, or Town or District ~~district~~ taxes and any conservation easements and shall be on a parity with the lien of any such state, county, or Town or District ~~district~~ taxes and any conservation easements. Such liens shall bear interest at the annual rate equal to the interest rate due on judgments, pursuant to s. 55.03, Florida Statutes, per year and shall, until paid, remain in effect in perpetuity.

~~Section 6. Restriction on annexation.—In view of the unique rural community nature of the district and a recognition by the Legislature of the appropriateness of preserving the district as a unified community, no land within the boundaries of the district may be annexed by any municipality unless the municipality proposing to annex said land agrees to annex all of the real property composing the district and such annexation is subject to the provisions set forth in s. 171.0413, Florida Statutes, including, but not limited to, the requirement that the annexation be approved in a referendum vote by the registered electors living within the boundaries of the district. However, the restrictions on annexation in this section shall not apply to that portion of the district consisting of a parcel bounded by Southern Boulevard on the south, the southern boundary of the drainage/road right of way known as Collecting Canal on the north, Folsom/Crestwood on the east, and the western boundary of the Palms West Hospital property on the west, said parcel being more particularly described as follows:~~

~~A parcel of land located in the County of Palm Beach, State of Florida, to wit: The point of beginning being the intersection of the easterly line of Lot 4, Block K, Loxahatchee District, according to the plat thereof on file in the Office of the Clerk of the Circuit Court recorded in Plat Book 7,~~

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~~Page 81, of the Public Records of Palm Beach County, Florida, and the southerly boundary of the "Collecting Canal" as shown on the Replat of Loxahatchee Groves Subdivision according to the plat thereof, recorded in Plat Book 12, Page 29, of the Public Records of Palm Beach County, Florida; thence easterly along said southerly boundary of the Collecting Canal to the easterly boundary of said Replat of Loxahatchee Groves; thence south along said easterly boundary line of the Replat of Loxahatchee Groves to the north right-of-way line of State Road 80; thence westerly along said northerly right-of-way line of State Road 80 to the easterly line of Lot 4, Block K, Loxahatchee District; thence northerly along said easterly line of Lot 4 to the Point of Beginning.~~

Section 7. Borrowing authority to deal with disaster.—To allow the district to deal with the financial impact of the repair, replacement, or reconstruction of works of the district or other costs incurred by the district due to a "disaster," as defined in s. 252.34(1), Florida Statutes, the district is hereby authorized to borrow such funds as the district may reasonably determine are necessary to cope with the disaster. The district is also authorized to enter into a line of credit arrangement that will permit such borrowing, but funds can be drawn on the line of credit only after a state of emergency has been declared by the Town, Palm Beach County, the Governor, or the President of the United States. The district may grant as security or collateral for borrowing under this section any local, state, or federal disaster relief payments (or similar type of payments) to be received by the district or maintenance assessments levied by the district pursuant to s. 298.54, Florida Statutes, or both. This Section is subject to the limitations and requirements of the Town Charter.

~~Section 3. Except as specifically provided herein, chapter 76-455, Laws of Florida; chapter 79-540, Laws of Florida; chapter 82-355, Laws of Florida; chapter 86-432, Laws of Florida; chapter 87-519, Laws of Florida; chapter 88-502, Laws of Florida; and chapter 92-259, Laws of Florida, are repealed.~~

~~Section 4. In the event any section, or provision of this act is determined to be invalid or unenforceable, such determination shall not affect the validity of or enforceability of each other section and provision of this act.~~

~~Section 5. In the event of a conflict of the provisions of this act, with the provisions of any other act, the provisions of this act shall control to the extent of such conflict.~~

~~Section 6. This act shall take effect upon becoming a law.~~

~~Approved by the Governor May 26, 1999.~~

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~~Filed in Office Secretary of State May 26, 1999.~~

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Page 17 of 21

CODING: Words ~~stricken~~ are deletions; words underlined are additions.

EXHIBIT "A"

2011-257

~~Be It Enacted by the Legislature of the State of Florida:~~

~~Section 1. Section 8 is added to section 2 of chapter 99-425, Laws of Florida, as amended by chapter 2004-410, Laws of Florida, to read:~~

F~~Section 8.~~ Dedication of width of certain roads within the district.-

a. Improvement of four public roads identified in paragraphs (1) through (4) was approved at referendum pursuant to paragraph c. of section 4 of chapter 2004-410, Laws of Florida, after January 1, 2009, and before December 31, 2010. The width of these roads, to the extent that they have been actually constructed and maintained or repaired continuously and uninterruptedly by the district or Town for 7 years, shall be dedicated through easement rights to the public pursuant to ~~this act~~ Chapter 2011-257, Laws of Florida and §95.361, Florida Statutes. The four public roads subject to this section are as follows:

(1) "A" Road to include the following description: "A" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile east from "A" Road intersection.

(2) "C" Road (South) to include the following description: "C" Road from Collecting Canal Road to Okeechobee Boulevard and Collecting Canal Road approximately one-quarter mile each way, east and west from "C" Road intersection.

(3) "C" Road (North) to include the following description: "C" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "C" Road intersection.

(4) "D" Road to include the following description: "D" Road from Okeechobee Boulevard to North Road and North Road approximately one-quarter mile each way, east and west from "D" Road intersection.

b. The filing of a map in the office of the clerk of the circuit court of the county in which the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection a. or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

c. This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

d. The Town of Loxahatchee Groves shall have traffic control jurisdiction over all public roads located within the district.

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EXHIBIT "A"

e. All rights and privileges to these roads have been transferred to the Town. Nothing in this ordinance shall affect the Town's maintenance of these roads and their dedications pursuant to §95.361, Florida Statutes.

~~Section 2. This act shall take effect upon becoming a law.~~

~~Approved by the Governor June 2, 2011.~~

~~Filed in Office Secretary of State June 2, 2011.~~

{00271668.2 1574-0702400}

{00271668.2 1574-0702400}

EXHIBIT "A"

2014 246

~~Be It Enacted by the Legislature of the State of Florida:~~

~~Section 1. Section 9 is added to section 2 of chapter 99 425, Laws of Florida, as amended, to read:~~

~~G~~~~Section 9. Roads presumed to be dedicated.—~~

a. When a road within the district has been constructed by the district, and when such road has been maintained or repaired continuously and uninterruptedly for 7 years by the district or the Town, an easement for such road over, under, across, upon, through, and within the underlying real property for road right-of-way purposes shall be deemed to be dedicated to the public to the extent of the width that has been actually maintained or repaired for the prescribed period, whether or not the road has been formally established as a public road. The dedication shall vest such easement in and to the road in the public, whether or not there is a record of conveyance, dedication, or appropriation to the public use.

b. The filing of a map in the office of the clerk of the circuit court of the county where the road is located showing the lands and reciting on it that the road has been dedicated in accordance with subsection a., or by any other means of acquisition, duly certified by the chair and secretary of the district, shall be prima facie evidence of the public's easement rights.

c. This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

d. The Town of Loxahatchee Groves shall continue to have traffic control jurisdiction over all public roads located within the district.

e. All rights and privileges to these roads have been transferred to the Town. Nothing in this ordinance shall affect the Town's maintenance of these roads and their dedications pursuant to §95.361, Florida Statutes.

~~Section 2. This act shall take effect upon becoming a law.~~

~~Approved by the Governor May 12, 2014.~~

~~Filed in Office Secretary of State May 12, 2014.~~

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EXHIBIT "A"

2014 247

~~Be It Enacted by the Legislature of the State of Florida:~~

~~Section 1. Section 10 is added to section 2 of chapter 99 425, Laws of Florida, as amended, to read:~~

Section 10. Maintenance easements and use for public trail purposes.

To the extent permitted by Florida law:

a. When land adjacent to canals has been used and maintained for district-related purposes by the district to access its canals continuously and uninterruptedly for 7 years, a maintenance easement for such land over, under, across, upon, through, and within the underlying real property for maintenance purposes is deemed to be dedicated to the district to the extent of the width that has been actually used, maintained, or repaired for the prescribed period, regardless of whether the land has been formally established as an easement in favor of the district. The dedication shall vest such easement in and to the land to the district, regardless of whether there is a record of conveyance, dedication, or appropriation to the district.

b. The filing of a map in the office of the clerk of the circuit court of the county where the maintenance easement is located showing the lands and reciting on it that the land has been dedicated in accordance with subsection a., or by any other means of acquisition, duly certified by the chair and secretary of the district shall be prima facie evidence of the district's easement rights.

c. For any maintenance easement established pursuant to this section, the use by the public for recreational trail purposes, including, without limitation, equestrian trails, shall be authorized. The district is authorized to issue permits to the Town of Loxahatchee Groves to construct and maintain such recreational trails within the maintenance easements. Any permit issued by the district for perpetual use by the public for recreational trail purposes is deemed to satisfy any and all current or future state grant requirements for property control by the town.

d. This section does not apply to any facility of an electric utility which is located on property otherwise subject to this section.

~~Section 2. This act shall take effect upon becoming a law.~~

~~Approved by the Governor May 12, 2014.~~

~~Filed in Office Secretary of State May 12, 2014.~~

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Town of Loxahatchee Groves, Florida
Town Council
AGENDA ITEM REPORT
AGENDA ITEM NO. 10.b
MEETING DATE: 1/15/2019

PREPARED BY: William F. Underwood, II

SUBJECT: Discussion and Direction Relative to Updating Personnel Manual

Legislative Update: Request by Council at November 6, 2019 agenda	
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1. BACKGROUND/HISTORY

Problem Statement: The Town's personnel policy in effect is the one adopted by the District prior to June 25, 2018..

Problem Solution: Review personnel policy template provided by Town Attorney as well as existing District personnel policy and prepare draft personnel policies for adoption by the Town Council.

2. CURRENT ACTIVITY

Until the Council approves a new manual, the Town is obliged to use the personnel manual currently in place from the WCD. At the November 6, 2019 meeting, the Council requested an opportunity to review a draft personnel manual as preliminarily provided by the Town Attorney. This personnel policy template was shared with the Council via email on November 15, 2019 (also attached) and requires tailoring to the Town's operations.

3. ATTACHMENTS

- Personnel policy template provided by Town Attorney
- District personnel manual and PTO policy

4. FINANCIAL IMPACT

Not applicable at the present time.

5. RECOMMENDED ACTION

Motion to direct Town Attorney to work with Town Manager to develop a Town-specific draft personnel policy to present to Council for approval at a workshop meeting.

Employee Policies & Procedures Manual

Town Employee Policies & Procedures Manual

TABLE OF CONTENTS

SECTION 1:	INTRODUCTION	1
1.1	ABOUT THE EMPLOYEE MANUAL	1
1.2	ADMINISTRATION OF THE EMPLOYEE MANUAL	1
SECTION 2:	GENERAL EMPLOYMENT POLICIES.....	3
2.1	EMPLOYMENT AT WILL	3
2.2	EQUAL EMPLOYMENT OPPORTUNITY	3
2.3	AMERICANS WITH DISABILITIES ACT.....	5
2.4	HARASSMENT-FREE WORKPLACE	5
2.5	OPEN DOOR POLICY	8
2.6	EMPLOYEE DISPUTE RESOLUTION PROCEDURE	9
SECTION 3:	WORKING AT THE TOWN	11
3.1	CATEGORIES OF EMPLOYMENT	11
3.2	EXEMPT/NON-EXEMPT	11
3.3	TIMEKEEPING	12
3.4	ATTENDANCE AND PUNCTUALITY.....	12
3.5	OVERTIME	13
3.6	CALL BACK TIME	13
3.7	EXPEDITE TIME	14
3.8	REST AND MEAL PERIODS FOR NON-EXEMPT EMPLOYEES.....	14
3.9	BREAKS FOR NURSING MOTHERS	15
3.10	POLICY PROHIBITING DEDUCTIONS FROM COMPENSATION OF SALARIED, EXEMPT EMPLOYEES	15
3.11	DRESS CODE	17
3.12	OUTSIDE EMPLOYMENT.....	18
3.13	EMPLOYMENT OF RELATIVES.....	19
3.14	FRATERNIZATION	20
3.15	COLLECTIVE BARGAINING AGREEMENTS.....	21

3.16	EMPLOYEE WORK SPACE	21
3.17	EMPLOYEE AND EMERGENCY CONTACT INFORMATION.....	21
SECTION 4:	STANDARDS OF CONDUCT	22
4.1	CONFLICT OF INTEREST	22
4.2	CODE OF CONDUCT	22
4.3	CORRECTIVE ACTION	26
4.4	SUSPENSIONS.....	26
4.5	INTERNAL INVESTIGATIONS	27
4.6	SOLICITATION/DISTRIBUTION	27
4.7	GIFTS	28
4.8	ELECTIONS AND POLITICAL CAMPAIGNS	28
4.9	EMPLOYEES PROHIBITED FROM SEEKING ELECTIVE OFFICE	28
SECTION 5:	COMPUTER AND ELECTRONIC RESOURCES	29
5.1	TOWN COMPUTER SYSTEM, INTERNET, EMAIL, VOICEMAIL AND CELL PHONES	29
5.2	TELEPHONE CALLS AND CELL PHONE USAGE	30
5.3	BLOGGING AND SOCIAL NETWORKING	31
SECTION 6:	SAFETY AND SECURITY	33
6.1	TOWN IDENTIFICATION.....	33
6.2	SAFETY MEASURES.....	33
6.3	WORKPLACE VIOLENCE POLICY	33
6.4	SMOKE-FREE WORKPLACE	35
6.5	DRUG AND ALCOHOL FREE WORKPLACE POLICY	35
6.6	EMPLOYEE REPORTING PROCEDURES DURING DISASTER OPERATIONS	45
6.7	CHILDREN IN THE WORKPLACE.....	46
SECTION 7:	LEAVES OF ABSENCE.....	47
7.1	FAMILY AND MEDICAL LEAVE OF ABSENCE	47
7.2	GRANDPARENT LEAVE	59
7.3	WORKERS' COMPENSATION LEAVE OF ABSENCE.....	59
7.4	MILITARY LEAVE	63

7.5	JURY DUTY AND WITNESS LEAVE.....	64
7.6	BEREAVEMENT LEAVE.....	64
7.7	VOTING.....	65
7.8	DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE	65
7.9	PERSONAL LEAVE OF ABSENCE	68
7.10	ADMINISTRATIVE LEAVE	71
SECTION 8:	BENEFITS FOR ALL FULL-TIME EMPLOYEES.....	72
8.1	EMPLOYEE INSURANCE BENEFITS.....	72
8.2	LEAVE SHARING PLAN	72
8.3	SERVICE RECOGNITION	74
8.4	EDUCATION REIMBURSEMENT PROGRAM.....	74
SECTION 9:	TIME OFF AND BENEFITS FOR NON-SWORN FULL-TIME EMPLOYEES.....	79
9.1	DESIGNATED HOLIDAYS	79
9.2	VACATION	80
9.3	SICK TIME	81
9.4	RETIREMENT BENEFITS	83
SECTION 10:	TIME OFF AND BENEFITS FOR SWORN FULL-TIME EMPLOYEES.....	85
10.1	DESIGNATED HOLIDAYS	85
10.2	PAID TIME OFF (PTO)	85
10.3	VACATION SCHEDULING	86
10.4	COMPENSATORY TIME.....	86
10.5	ACCRUED LEAVE PAYOUT UPON SEPARATION FROM EMPLOYMENT	86
10.6	PTO PAYMENT PROGRAM.....	87
10.7	TAKE HOME VEHICLE PROGRAM	88
10.8	RETIREMENT BENEFITS	88
SECTION 11:	TIME OFF AND BENEFITS FOR ADMINISTRATIVE EMPLOYEES	89
11.1	ADMINISTRATIVE EMPLOYEES.....	89
11.2	DESIGNATED HOLIDAYS	89
11.3	PAID TIME OFF	89

11.4	PTO PAYMENT PROGRAM.....	90
11.5	ACCRUED LEAVE PAYOUT UPON SEPARATION FROM EMPLOYMENT	90
11.6	VEHICLE POLICY	90
11.7	RETIREMENT BENEFITS FOR POLICE CHIEF	91
SECTION 12: CLASSIFICATION, COMPENSATION AND PERFORMANCE		
	MANAGEMENT.....	92
12.1	EMPLOYEE PERFORMANCE EVALUATIONS AND PROGRESSIVE PAY SYSTEM POLICY	92
12.2	PERFORMANCE BONUS.....	93
12.3	PERSONNEL FILES.....	94
12.4	IN-SERVICE TRAINING	94
12.5	RECLASSIFICATION	94
12.6	COST OF LIVING ADJUSTMENT	95
12.7	PROMOTION	95
12.8	TRANSFER POLICY	95
12.9	DEMOTION.....	96
12.10	TEMPORARY SERVICE OUT OF RANK (TSOR)	96
12.11	ACTING DEPARTMENT HEAD	96
SECTION 13: LEAVING THE TOWN.....		
	97	
13.1	RESIGNATIONS	97
13.2	LAY OFF	97
13.3	TERMINATION FROM EMPLOYMENT.....	97
13.4	EXIT INTERVIEWS	97
13.5	RETURN OF TOWN'S PROPERTY.....	97

SECTION 1: INTRODUCTION

1.1 ABOUT THE EMPLOYEE MANUAL

The Town of Loxahatchee Groves (“Town”) has prepared this Employee Policies & Procedures Manual (the “Employee Manual” or the “Manual”) to acquaint you with the Town’s employment policies and procedures and to provide highlights of certain benefits. The Town’s employment policies and procedures were developed to ensure a positive, productive and caring workplace for the benefit of our employees.

This Employee Manual supersedes all previously issued manuals and any contrary policy statements or memos. This Employee Manual should give you the answers to most of the general questions you may have about your employment at the Town, however, no manual can be all-inclusive or anticipate every circumstance. You should use the Employee Manual as a guide and, if you have questions on a policy, please direct your questions to the Town Coordinator.

It is your responsibility to read this Employee Manual and to know and comply with the policies and procedures described herein, including any revisions or amendments adopted by the Town.

The Town has the sole discretion to modify, amend or rescind any part of this Employee Manual or any other Town-issued policy at any time, with or without notice. None of the provisions in this Employee Manual should be construed in any way as limiting or altering your status as an “at will employee,” or creating a contractual relationship between you and the Town. The Employee Manual and other policies issued by Human Resources should not be interpreted to give any employee the right to be retained as an employee or to receive any benefits from the Town. For more information on employment at will, please see Policy No. 2.1 in this Manual.

The Employee Manual applies to all Town employees, including employees covered by a collective bargaining agreement. To the extent that any portion of the Employee Manual conflicts with a collective bargaining agreement, the terms of the collective bargaining agreement will control the issue. The Mayor and Town Council members are not employees of the Town.

1.2 ADMINISTRATION OF THE EMPLOYEE MANUAL

The Town Coordinator has overall responsibility for the administration of the Employee Manual. The Town Coordinator (or the Town Coordinator’s designee) is responsible for clarification and interpretation of any of the policies and procedures in this Employee Manual. The Town Coordinator has authority to modify, amend or rescind any part of this Employee Manual or any other Town-issued policy at any time, with or without notice. The Town Coordinator may, at any time, interpret the Employee Manual and develop procedural rules

and other personnel policies. Based on the circumstances, the Town Coordinator may waive the requirements of a policy or procedure.

The Town Council established the authority for the preparation and administration of this Manual in Section 3.03 of the Town Charter, which describes the powers and duties of the Town Coordinator.

SECTION 2: GENERAL EMPLOYMENT POLICIES

2.1 EMPLOYMENT AT WILL

Employment at the Town is at will and not guaranteed for a definite period of time or for any purpose. Either the Town or the employee may terminate the employment relationship at any time, with or without cause or prior notice.

The policies in this Employee Manual and any other policies issued by the Human Resources Department do not create, and shall not be construed as creating, a contractual relationship between the Town and any employee. The at-will status of an employee can be changed only by a document titled "Employee Agreement" signed by the employee and the Town Coordinator.

2.2 EQUAL EMPLOYMENT OPPORTUNITY

The Town is committed to promoting and assuring equal employment opportunity for all current and prospective employees. It is the Town's policy not to discriminate against any employee or applicant based on his or her race, color, age, sex, national origin, religion, marital status, sexual orientation, disability, genetic information, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws in any of the following:

- All matters related to recruitment and advertising;
- All matters related to hiring and initial selection for employment; and
- All aspects of employment, including, but not limited to, compensation, promotion, demotion, transfer, lay-offs, corrective action, termination, leaves of absence, training opportunities and other terms and conditions of employment.

Town employees, including, but not limited to, Department Heads, Coordinators and supervisors do not have authority to engage in any conduct or activity which would constitute discrimination. **The Town will not condone such behavior.**

PROCEDURE FOR REPORTING DISCRIMINATION

Any employee who feels that he or she has not been treated in accordance with this policy should promptly report the incident(s), either verbally or in writing, to any of the following individuals: Human Resources Director, Town Coordinator, Assistant Town Coordinator or the employee's Department Head. If the employee feels that he or she is being discriminated against by his or her Department Head, the employee should report the incident(s) to the Director of Human Resources, Town Coordinator or Assistant Town Coordinator.

The Town Coordinator, Assistant Town Coordinator and Department Head shall promptly convey any report of discrimination they receive to the Human Resources Director for investigation, unless the Human Resources Director is the subject of the report. If the Human Resources Director is the subject of the report, the Town Coordinator (or the Town

Coordinator's designee) shall be responsible for the investigation of the report in accordance with this policy.

If the employee reports the incident(s) in writing, the report shall be placed in a sealed envelope marked "Personal and Confidential" and delivered to one of the individuals listed above. The following information should be included in the employee's written report: the date(s) of the incident(s), identity of the person taking the action, identity of any witnesses and details about the incident(s). The Town may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

Any job applicant who has questions regarding this policy or believes that he or she has not been treated in accordance with this policy should contact the Human Resources Department.

INVESTIGATION AND CORRECTIVE ACTION

The Town will investigate reports of discrimination promptly. The Town will take prompt remedial action based on the specifics of the case to address any violation of this policy, including corrective action against any employee, which may include a warning, suspension or termination from employment. If the Town's investigation does not disclose evidence of a violation of this policy, the Town reserves the right to take appropriate action, which may include counseling, a reminder of the Town's Equal Employment Opportunity Policy, or a written warning to be included in the personnel file of the employee who took the alleged discriminatory action.

An employee who feels that his or her report was not appropriately addressed or that he or she is still being subject to discriminatory conduct should immediately notify the Director of Human Resources, Town Coordinator or Assistant Town Coordinator.

PROHIBITION AGAINST RETALIATION

The Town prohibits and will not tolerate retaliation against employees who in good faith bring discriminatory conduct to the Town's attention. There will be no retaliation for reporting discrimination or for cooperating in the Town's investigation of the report. An employee responsible for retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that he or she is being retaliated against in violation of this policy, the employee is encouraged to report the retaliation by using the same procedures discussed above for reporting discrimination.

FOLLOW-UP

Once the matter has been resolved, the Town will monitor the employees involved with the report.

The Town is dedicated to maintaining a working environment free of discrimination and based on professionalism. The Town expects that all employees will continue to act responsibly to fulfill the Town's commitment to working in an environment free of discrimination. An

employee with a question concerning this policy should contact the Director of Human Resources.

2.3 AMERICANS WITH DISABILITIES ACT

The Town is committed to complying with all applicable provisions of the Americans with Disabilities Act as amended (“ADAAA”). It is the Town’s policy not to discriminate against any qualified individual on the basis of disability in regard to recruitment, hiring, advancement, termination or any terms or conditions of employment.

Consistent with this policy of non-discrimination, the Town will provide reasonable accommodations to an employee with a disability who is a qualified individual, as defined in the ADAAA, who has made the Town aware of his or her disability, provided such accommodation does not constitute an undue hardship to the Town. Any employee with a disability who believes that he or she needs a reasonable accommodation to perform the essential functions of the job should contact the Human Resources Director.

Any employee who feels that he or she has not been treated in accordance with this policy should contact the Department Head, Human Resources Director, Assistant Town Coordinator or Town Coordinator. The Town prohibits and will not tolerate retaliation against any employee who requests a reasonable accommodation or makes a good faith complaint under this policy.

Any job applicant who has questions regarding this policy or believes that he or she has been discriminated against based on a disability should contact the Human Resources Department.

2.4 HARASSMENT-FREE WORKPLACE

The Town believes that all employees should be treated with dignity and respect and be able to work in an environment free of harassment. To this end, the Town prohibits and will not tolerate harassment based on race, color, age, sex, national origin, religion, marital status, sexual orientation, disability, genetic information, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws.

Town employees, including, but not limited to, Department Heads, Coordinators and supervisors, do not have authority to engage in any conduct or activity which would constitute harassment. **The Town will not condone such behavior.**

SEXUAL HARASSMENT

Definition: Unwelcome sexual advances, requests for sexual favors, and other verbal, written or physical conduct of a sexual nature is considered to be sexual harassment when:

- Submission to such conduct is made either explicitly or implicitly a term or condition of an individual’s employment;

- Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or
- Such conduct has the purpose or effect of unreasonable interfering with an individual's work performance or of creating an intimidating, hostile or offensive work environment.

Some of the more common examples of sexual harassment include:

- Repeated unwelcome contact or touching.
- Repeated unwelcome and offensive sexual flirtations, staring or propositions.
- Continued and repeated abuse (verbal or written) of a sexual nature, such as sexually related comments or jokes, sexually suggestive comments, and requests for sexual favors.
- Continued and repeated graphic verbal or written commentaries about a person's body.
- Continued or repeated use (verbal or written) of sexually degrading words about a person or the person's body.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all inclusive and each situation will be considered in light of the specific facts and circumstances.

Sexual harassment is not limited to harassment of women by men. It includes the harassment of men by women and of gender-based harassment of individuals of the same sex as the harasser.

Sexual harassment does not refer to behavior or occasional compliments of a socially acceptable nature. It refers to behavior that is not welcome, that is offensive both objectively and subjectively, that fails to respect the rights of others, that lowers morale, and that interferes with work effectiveness.

DISCRIMINATORY HARASSMENT

At the Town, discriminatory harassment is defined as unwelcome verbal, written or physical conduct which is directed at a person because of his or her race, color, age, sex, national origin, religion, marital status, sexual orientation, disability, genetic information, or any other legally recognized status entitled to protection under local, state or federal anti-discrimination laws, when:

- Such conduct has the purpose or effect of unreasonably interfering with the person's work performance; or
- Such conduct has the purpose or effect of creating an intimidating, hostile, or offensive work environment.

Examples of conduct that can constitute discriminatory harassment in violation of this Policy include:

- Repeated unwelcome jokes or comments (verbal or written) about a person’s legally protected status (e.g., racial or ethnic jokes or comments).
- Continued and repeated use (verbal or written) of slurs, epithets, derogatory terms or comments reflecting stereotypes based on a person’s legally protected status.
- Continued and repeated use (verbal or written) of disparaging or degrading words about a person based on his or her legally protected status.
- Any of the above conduct that is conducted by voicemail, email, text message, instant message (IM) or other type of electronic communication.

The above list is not all inclusive and each situation will be considered in light of the specific facts and circumstances.

PROCEDURE FOR REPORTING HARASSMENT

Any employee who feels that he or she has been harassed by any employee, elected official, outside vendor or member of the public should promptly report the incident(s), either verbally or in writing, to any of the following individuals: Human Resources Director, Town Coordinator, Assistant Town Coordinator, or the employee’s Department Head. If the employee feels that he or she is being harassed by the Department Head, the employee should report the incident(s) to the Director of Human Resources, Town Coordinator or Assistant Town Coordinator.

The Town Coordinator, Assistant Town Coordinator and Department Head shall promptly convey any report of harassment they receive to the Human Resources Director for investigation, unless the Human Resources Director is the subject of the report. If the Human Resources Director is the subject of the report, the Town Coordinator (or the Town Coordinator’s designee) shall be responsible for the investigation of the report in accordance with this policy.

If an employee reports the incident(s) in writing, the report shall be placed in a sealed envelope marked “Personal and Confidential” and the envelope should be delivered to one of the individuals listed above. The following information should be included in the written statement: the date(s) of the incident(s), identity of the alleged harasser, identity of any witnesses and details about the incident(s). The Town may request an employee who submitted a written report to attend an in-person meeting to provide additional details and information concerning the incident(s) identified in that report.

An employee should follow this same reporting procedure if he or she observes or has direct knowledge of harassment of another Town employee.

THE TOWN’S INVESTIGATION

The Town will investigate all complaints of harassment promptly irrespective of the identity of the alleged harasser. The investigation will include, for example, interviews of relevant witnesses and inquiry into the specific conduct complained of and the number of times the conduct has occurred. In determining whether the alleged conduct constitutes harassment in

violation of this policy, the Town will consider the totality of the circumstances, the nature of the incident(s) and the context in which the alleged incident(s) occurred.

The Town will keep information concerning the incident(s) confidential to the extent possible. The Town will inform the alleged victim and the alleged harasser about the results of the investigation.

CORRECTIVE ACTION

If the investigation discloses evidence supporting the occurrence of an incident of sexual or discriminatory harassment, the Town will take prompt remedial action based on the specifics of the case, including appropriate corrective action against any employee who violates this policy, which may include a warning, suspension or termination from employment. If the investigation does not disclose evidence of sexual or discriminatory harassment, the Town reserves the right to take appropriate action, which may include counseling, a reminder of the Town's Harassment-Free Workplace policy, or a written warning to be included in the personnel file of the alleged harasser.

An employee who feels that his or her complaint was not appropriately addressed or that he or she is still being subject to harassing conduct should immediately notify the Director of Human Resources, Town Coordinator or Assistant Town Coordinator.

PROHIBITION AGAINST RETALIATION

The Town prohibits and will not tolerate retaliation against employees who in good faith bring harassment to the Town's attention. There will be no retaliation for reporting harassment, for cooperating in the investigation of the report or for requesting review of the investigation results. Any employee responsible for retaliatory conduct will be subject to corrective action, up to and including termination from employment. If an employee believes that he or she is being retaliated against in violation of this policy, the employee is encouraged to report the retaliation by using the same procedures discussed above for reporting harassment.

FOLLOW-UP AFTER INVESTIGATION

Once the matter has been resolved, the Town will monitor the employees involved with the report.

The Town is dedicated to maintaining a working environment free of harassment and based on professionalism. The Town expects that all employees will act responsibly to fulfill the Town's commitment to working in an environment free of harassment. An employee with a question concerning this policy should contact the Director of Human Resources.

2.5 OPEN DOOR POLICY

It is the Town's policy to welcome and encourage employees' ideas, suggestions or concerns regarding the employee's job or the Town's operations.

The Town knows from experience that its success greatly depends upon the helpful thoughts and suggestions of its employees. Employees should bring ideas and suggestions to the attention of their supervisor, Department Head or the Town Coordinator.

Additionally, the Town is interested in all employee concerns, no matter how big or small. The Town believes in open and clear communication with its employees. In most situations, a discussion between the employee and the supervisor is the most effective way to deal with a concern or question. However, the employee may discuss any concerns or questions with a higher level Coordinator, up to the Town Coordinator, instead of, or in addition to, the employee's supervisor. The employee may also contact the Human Resources Department. It is the Town's policy that any concerns or questions raised by an employee should be resolved as quickly as possible. The Town prohibits retaliation against any employee raising concerns or questions pursuant to this policy.

NOTE: The Open Door Policy does not apply to complaints or reports of discrimination, harassment, or retaliation in connection with a complaint or report of discrimination or harassment. An employee with a complaint or report of discrimination, harassment or retaliation should follow the Town's Equal Employment Opportunity, Americans With Disabilities Act and Harassment-Free Workplace policies.

2.6 EMPLOYEE DISPUTE RESOLUTION PROCEDURE

The dispute resolution procedure is a formal mechanism for employees to request review of a corrective action taken against the employee or of any other issue, concern or complaint related to the employee's employment.

The steps of the procedure are as follows:

Step 1: The employee submits a written statement explaining the basis of the employee's dispute to his or her supervisor within five (5) work days from the event(s) causing the dispute. The written statement shall contain the date, time, place and nature of the dispute and relief requested. Within five (5) days of the receipt, the supervisor shall provide written notice to the employee of the result of the supervisor's review.

Step 2: If the employee does not believe that his or her dispute was satisfactorily resolved, the employee may submit a written request for review of the supervisor's decision. The request for review must be submitted to the employee's Department Head within three (3) working days from the employee's receipt of the supervisor's decision pursuant to Step 1, and must include a copy of the supervisor's decision. The Department Head shall provide a written response to the employee within five (5) working days of receipt of the review request.

Step 3: If the employee does not believe that his or her dispute was satisfactorily resolved during Step 2, the employee may submit a written request for review of the Department Head's decision. The request for review must be submitted to the Town Coordinator within three (3) working days of the employee's receipt of the Department Head's decision pursuant to Step 2,

and must include copies of the decisions from the supervisor and Department Head. The Town Coordinator (or the Town Coordinator's designee) will meet with the employee within fifteen (15) days from receipt of the review request, and will provide a written response to the employee within fifteen (15) days after the meeting. The Town Coordinator's decision shall be final and binding on all parties.

The supervisor, Department Head and Town Coordinator shall provide copies of the employee's request(s) for review to the Human Resources Department.

If the employee does not feel comfortable discussing the dispute with his or her supervisor and/or Department Head, the employee may proceed directly to Steps 2 and 3.

An employee may withdraw a review request from the Dispute Resolution Procedure at any point in writing or by permitting the time requirements provided in this policy to lapse without taking the requisite action.

NOTE: The Employee Dispute Resolution Procedure does not apply to any concern or complaint of discrimination, harassment or retaliation in connection with a complaint or report of discrimination or harassment. Any employee with a concern or complaint of discrimination, harassment or retaliation should follow the Town's Equal Employment Opportunity, Americans With Disabilities Act and Harassment-Free Workplace policies. Similarly, requests for review of matters covered by a collective bargaining agreement are handled in accordance with that agreement and are not subject to the Employee Dispute Resolution Procedure.

SECTION 3: WORKING AT THE TOWN

3.1 CATEGORIES OF EMPLOYMENT

- Full-time:** An employee who is regularly scheduled to work a 37.5-40 hour work week.
- Part-time:** An employee who is regularly scheduled to work 32 or less hours per week.
- Temporary:** An employee hired for a specified project or time frame. The scheduled work week can range from 20 to 40 hours per week.
- Seasonal:** An employee hired either full-time or part-time during one or more defined seasons (e.g. Summer Seasonal employee).
- Provisional:** A temporary employee hired to fill an open position for a maximum of two (2) six-month periods. Provisional employees must meet the education, experience and other requirements for the position and be approved by the Town Coordinator.
- Acting:** In the event of a vacancy in a Department Head position, the Town Coordinator may appoint an existing full-time employee to be the Acting Department Head for a maximum of two (2) six-month periods. Any employee appointed to an acting position may receive a temporary salary increase of fifteen percent (15%) above his/her current salary, but in no case shall the temporary salary be more than the salary budgeted for the Department Head position.

Part-time, temporary, and seasonal employees do not qualify for benefits. Provisional and acting employees do not qualify for benefits unless they are already existing full-time Town employees.

3.2 EXEMPT/NON-EXEMPT

The Fair Labor Standards Act divides all employees into two categories, exempt and non-exempt, with respect to receiving overtime payment. Employees will be advised of their classification.

Exempt employees are classified as such if their job duties are exempt from the overtime provisions of the Act. Their salaries are calculated on an annual basis.

Non-exempt employees are eligible for overtime pay.

3.3 TIMEKEEPING

NON-EXEMPT EMPLOYEES

All non-exempt employees are required to “punch in” at the commencement of their workday via a biometric index finger scan at the timekeeping system. Employees are not permitted to punch in unless they are proceeding directly to their assigned work area or upon approval, an administrative office, including the Human Resources Department or Town Coordinator’s office. Non-exempt employees are required to “punch out” via a biometric index finger scan at the timekeeping system at the conclusion of their workday. Non-exempt employees are also required to “punch in” and “punch out” for meal periods. (See Policy No. 3.8 Rest and Meal Periods For Non-Exempt Employees)

If a non-exempt employee has an error punching in or out in accordance with this policy or the Rest and Meal Periods For Non-Exempt Employees policy (see Policy No. 3.8), the employee is required to immediately notify his or her supervisor or Department Head so that the supervisor/Department Head can take appropriate steps to correct the timekeeping system.

Non-exempt employees are not permitted to perform any work at home unless approved in advance in writing by the Department Head or the Town Coordinator. If approved, the employees must submit an accurate written record of all time worked at home to the Department Head within two (2) days of performing the work.

Non-exempt employees are required to accurately record their time and attendance through the timekeeping system. Alteration, falsification or tampering with time and attendance records will result in corrective action, up to and including termination from employment.

EXEMPT EMPLOYEES

Exempt employees are not required to punch in or out from the timekeeping system at the commencement or end of their workday, unless otherwise directed by the Department Head or Town Coordinator.

3.4 ATTENDANCE AND PUNCTUALITY

Punctuality and regular attendance are essential to the proper operation of the Town and employees are expected to be at work on all scheduled work days, during all scheduled work hours and to report to work on time. If an employee will be absent, tardy or must leave prior to the end of regular work day, the employee must contact his or her supervisor or Department Head (if the supervisor is unavailable) at least one (1) hour in advance of the employee’s scheduled start time or end time, or as soon as reasonably feasible.

If an employee fails to provide prior notice to his or her supervisor or Department Head, the absence will be considered an unauthorized absence. Employees with a record of excessive tardiness or unauthorized absences will be subject to appropriate corrective action, up to and including termination from employment. The only exception to this policy is a legitimate emergency which prevents an employee from providing prior notice.

If the employee fails to notify his or her supervisor or Department Head of absences for three (3) or more consecutive work days, the employee will be considered to have voluntarily abandoned his or her job.

NOTE: Authorized leaves under the Town's Family and Medical Leave Act (FMLA) policy or other leave policies, or under applicable state or local laws, will not be treated as excessive absenteeism or tardiness.

3.5 OVERTIME

Overtime is paid to non-exempt employees at a rate of one and one-half the employee's regular rate of pay and shall be calculated in accordance with the Fair Labor Standards Act.

Non-exempt sworn and unsworn employees with a five (5) day work period are eligible for overtime time pay for all hours worked over 40 per work week. These employees are compensated as follows: (i) an hourly rate of at least the statutory minimum wage for all hours worked up to 40 hours per work week; and (ii) one and one-half (1½) times the employee's regular pay rate for all hours worked over 40 hours per work week.

Non-exempt sworn employees with a fourteen (14) day work period are eligible for overtime pay for all hours worked over 80 hours during that work period. These sworn employees are compensated as follows: (i) an hourly rate of at least the statutory minimum wage for all hours worked up to 80 hours per 14 day work period; and (ii) one and one-half (1½) times the employee's regular pay rate for all hours worked over 80 hours per 14 day work period.

It is the Town's policy to keep overtime work to a minimum and supervisors are responsible for planning and scheduling work assignments and projects so that they can be performed within the non-exempt employees' regularly scheduled hours. All overtime work must be approved in advance by the employee's supervisor and Department Head. If an employee works overtime hours that are not approved by the supervisor and Department Head, the employee will be paid for those hours and the employee may be subject to corrective action.

All non-exempt employees are expected to work overtime when needed to meet the needs of the Town. The Town will provide as much advance notice as practicable for mandatory overtime work. Refusal of an employee to work mandatory overtime may result in corrective action, up to and including, termination from employment.

3.6 CALL BACK TIME

If a full-time non-exempt employee is called back to work at a time outside normal working hours, the employee shall be paid for the actual time worked multiplied by one and one-half or a minimum of three (3) hours of the employee's regular rate of pay, whichever is greater, for each callback.

3.7 EXPEDITE TIME

Expedite processing is a plan review performed on an overtime basis. The expedite processing service may be requested by a permit applicant due to a hardship. The applicant pays a fee for the service which covers the cost of overtime for the plan examiner. The plan examiner receives compensation on an overtime basis of one and one-half of the actual time spent working on the plan review, with a minimum of one (1) hour.

Expedite processing compensation is paid to the employee regardless of the number of hours worked that week due to sick, vacation, holiday or any other type of paid leave time. This is a service provided for the benefit of the Town's customers, and the department must maintain enough eligible employees to fulfill the requests.

If a full-time employee is asked to perform plan reviews outside normal working hours, the employee shall be paid for the actual time worked multiplied by one and one-half or a minimum of one (1) hour of the employee's regular rate of pay, whichever is greater, for each expedited plan review.

3.8 REST AND MEAL PERIODS FOR NON-EXEMPT EMPLOYEES

NON-SWORN EMPLOYEES

A. Rest Periods: Rest periods are paid breaks. The Town permits non-exempt employees to take reasonable rest periods during the workday as permitted by the employee's work duties and as approved by the Department. An individual rest period shall not exceed 15 minutes in length.

Non-exempt employees are not required to punch out for rest periods. However, employees are expected to be punctual in starting and ending their breaks and may be subject to corrective action for tardiness. Employees on rest breaks may not interfere with other employees who are continuing to work.

B. Meal Periods: The Town provides non-exempt full-time employees with an unpaid 60-minute meal period, and provides non-exempt part-time employees who work at least five hours per shift with an unpaid 30 minute meal break.

Non-exempt employees who work at Town Hall or on the Town's premises are required to punch out at the start of their meal period and to punch in upon returning to work. Non-exempt employees who work offsite from Town premises are not required to punch in or out for their meal periods. If a non-exempt employee who works offsite is unable to take their complete meal period, the employee must immediately notify a supervisor or Department Head so that the employee's time records can be appropriately adjusted.

Non-exempt employees are not permitted to perform work during their meal period.

The minimum meal period is 60 minutes for full-time non-exempt employees and 30 minutes for part-time non-exempt employees. Non-exempt employees are required to take at least the minimum meal period applicable to their employment status, unless a shorter meal period is approved by the supervisor or Department Head.

SWORN EMPLOYEES

Non-exempt sworn personnel are permitted to take rest periods and one meal break of 30 minutes per shift, as permitted by the employee's work duties. Sworn employees are paid for this time and are not required to punch in or out from the Town's timekeeping system for a meal period.

3.9 BREAKS FOR NURSING MOTHERS

The Town supports breastfeeding mothers by providing reasonable break time for an employee to express breast milk for her nursing child for up to one (1) year after the child's birth.

For non-exempt employees, this break time is unpaid and employees are required to punch out at the start of the break and to punch in upon returning to work. Non-exempt employees may elect to use their paid rest periods for the purpose of expressing breast milk, in which case, the employees do not have to punch out for the break. Non-exempt employees must schedule any break time to express breast milk with their supervisor.

Exempt employees are not required to punch out for break time to express breast milk.

Upon notice, the employee's Department Head or the Human Resources Department will provide the employee with a private area for the purpose of expressing breast milk.

3.10 POLICY PROHIBITING DEDUCTIONS FROM COMPENSATION OF SALARIED, EXEMPT EMPLOYEES

The Town prohibits any improper deductions from the compensation of any exempt employee. A salaried exempt employee will regularly receive his or her full compensation, less applicable wage-related taxes and other deductions authorized by the employee or required by law, subject to the limited exceptions set forth below.

A salaried exempt employee's compensation will not be subject to reduction based on variations in the quality or quantity of the work performed by that employee, subject to the limited exceptions set forth below. A salaried exempt employee will receive his or her full salary for any week in which the employee performs any work, without regard to the number of days or hours worked, but will not be paid for any workweek in which he or she performs no work. No deductions will be made from any salaried exempt employee's compensation for absences occasioned by the Town or by the operating requirements of the Town's business. If the employee is ready, willing and able to work, deductions will not be made for time when work is not available.

EXCEPTIONS

The prohibition against deductions from the pay of a salaried exempt employee is subject to the following exceptions:

- Deductions from pay may be made when the employee is absent from work for one or more full days for personal reasons, other than sickness or disability.
- Deductions from pay may be made for absences of one or more full days occasioned by sickness or disability (including work-related accidents) if the deduction is made in accordance with the Town's plan, policy or practice of providing compensation for loss of salary occasioned by such sickness or disability. Deductions from pay may also be made before the employee has qualified under the plan, policy or practice, and after the employee has exhausted the leave allowance there under.
- No deductions from pay will be made for absences occasioned by jury duty, attendance as a witness, or temporary military leave. An offset of any amounts received by an employee as jury fees, witness fees, or military pay for a particular week against the salary due for that week may be made.
- Deductions from pay may be made for penalties imposed in good faith against an employee for violation or infractions of safety rules of major significance (i.e., those rules relating to the prevention of serious danger in the workplace or to other employees), if the Town concludes in good faith after its investigation that the employee committed such violation.
- Deductions from pay may be made for unpaid disciplinary suspensions of one or more full days for violation of workplace conduct rules which are reflected in the Town's written policies applicable to all employees (including, but not limited to, violation of the Town's Equal Employment Opportunity, Americans With Disabilities Act, Harassment-Free Workplace, Workplace Violence and/or Drug-Free Workplace policies), if the Town concludes after its investigation that the employee committed such a violation.
- Employees in their first or last weeks of employment may not be paid their full salary, but instead will be paid a proportionate part of the employee's salary for the time actually worked.
- Employees may not be paid their full salary for weeks in which they take unpaid leave under the Family and Medical Leave Act and instead, will be paid a proportionate part of their salary for time actually worked.

If a salaried, exempt employee believes that an unauthorized or improper deduction has been made from his or her salary or the salary of anyone he or she supervises, the employee should notify the Town immediately by bringing the matter to the attention of the Department Head or the Human Resources Department.

The Town is committed in good faith to comply with the Fair Labor Standards Act at all times. If the Town concludes that the deduction was unauthorized or improper, the employee will be promptly reimbursed for any amount(s) incorrectly deducted. The Town prohibits and will not tolerate retaliation against any employee who raises any concern under this policy.

3.11 DRESS CODE

Employee attire is a direct reflection on individual professionalism and the Town's image and reputation.

The Town requires certain employees to wear uniforms at all times while on duty. Employees are expected to wear their complete uniform as specified by their department. Uniforms are to be kept clean and in good repair at all times. Damage to or loss of uniforms or any part thereof is to be reported immediately to the employee's immediate supervisor. Uniforms shall be replaced as necessary due to wear and tear.

Town employees who do not wear uniforms are expected to maintain a standard of dress appropriate to the Town's business operations. While climate and custom permits a somewhat casual work attire, employees are required to maintain a neat, clean and professional appearance at all times.

Listed below is a general overview of acceptable business wear as well as a listing of some of the more common items that are not appropriate for the office. Neither list is intended to be all-inclusive. Rather, these items should help set the general parameters for proper business wear and assist employees to make good judgments about items that are not specifically addressed.

1. Slacks — Cotton slacks are acceptable provided they are clean and wrinkle-free. Inappropriate items include jeans of any color, sweatpants, wind suits, shorts of any kind, overalls, Capri pants, leggings, spandex or other form-fitting pants. Ripped, wrinkled, torn, or faded clothing is not acceptable.

Exception: Employees who pay a fee to participate in "Blue Jean Fridays", which is sponsored by the Town to raise funds for the American Cancer Society's Relay for Life, may wear blue jeans on Fridays. Employees may not wear skin tight jeans or "skinny jeans" or jeans that are outworn, discolored or ripped.

2. Shirts — Dress shirts, sweaters and turtlenecks are acceptable. Inappropriate items include tank tops, sweatshirts, shirts with large lettering, logos or slogans, low cut shirts or blouses, halter-tops, tops with bare shoulders, see-through garments, and t-shirts unless worn under another blouse, shirt, or jacket.
3. Dresses and Skirts — Dresses and skirts, and split skirts at or below the knee are acceptable. Dress and skirt length should be no shorter than two inches above the knee. Mini-skirts and spaghetti-strap dresses should not be worn to the office.
4. Shoes – Acceptable for Women: High and mid-heeled shoes and sandals, and dressy flats and open toed shoes. Not acceptable for all employees: flip flops, flat sandals, athletic shoes (unless it is part of an assigned uniform) and over-accessorized sandals.

5. Tattoos and Body Piercing —Tattoos are not permitted in any visible location, including but not limited to, arms, legs, neck, face, head, scalp, or hands. Employees with tattoos shall wear the appropriate uniform or attire that provides coverage of the tattoo.
6. Employees should not wear any item of ornamentation in their nose, eyebrow, tongue, or any other location of their body that is visible during work hours or any work related function. Exception: earrings are permitted for female personnel.
7. Personal hygiene — Hairstyles, make-up, nails, grooming of beards and mustaches, and personal hygiene should be reasonable and in accordance with customary business practices. An employee’s personal grooming and hygiene should reflect a clean and neat appearance and impression.
8. All male supervisory staff shall wear ties when wearing long sleeve dress shirts.

If an item of clothing is deemed to be inappropriate for the office by the employee’s supervisor and/or the Human Resources Director, the employee may be sent home to change clothes. Non-exempt employees (those employees subject to the minimum wage and overtime requirements of the Fair Labor Standards Act) will not be compensated for any work time missed because of their failure to comply with this policy. Violations of this policy may result in corrective action.

Supervisors or other management personnel can specify additional or alternative dress and grooming requirements for employees for safety reasons or based on the business needs of their departments.

Any employee who requires an exception to the Dress Code based on a bona fide religious belief, ethnicality or disability, should contact the Human Resources Director to discuss a reasonable accommodation.

3.12 OUTSIDE EMPLOYMENT

An employee may engage in outside employment (including self-employment) with the approval of the Town Coordinator and with the understanding that the employee’s primary duty, obligation and responsibility is to the Town. Outside employment shall not be permitted when the Town Coordinator determines that such outside employment would result in a conflict of interest, interfere with the employee’s Town work schedule, or otherwise be a conflict with the employee’s employment with the Town.

To request approval, an employee should:

- File an “Outside Employment Request Form & Affidavit” with the Human Resources Department. The employee must notify the Human Resources Department of changes in conditions of any outside employment.
- Make arrangements with the outside employer to be relieved from duty if called for work by the Town.

An employee must report all injuries sustained during any outside employment to the employee’s supervisor at the Town prior to the employee’s next scheduled workday at the Town. An employee’s failure to report an injury sustained during outside employment shall be grounds for corrective action.

3.13 EMPLOYMENT OF RELATIVES

“Relative” is defined as an individual who is related to an employee of the Town as father, mother, son, daughter, brother, sister, uncle, aunt, first cousin, nephew, niece, husband, wife, father-in-law, mother-in-law, son-in-law, daughter-in-law, brother-in-law, sister-in-law, stepfather, stepmother, stepson, stepdaughter, stepbrother, stepsister, half brother or half sister.

RELATIVES OF PUBLIC OFFICIALS

In accordance with section 112.3135, Florida Statutes, a public official may not employ, promote, advance, or advocate the employment, promotion, or advancement of an individual who is a relative to a position at the Town over which the public official exercises jurisdiction or control.

“Public Official” is defined as an officer or an employee of the Town in whom is vested the authority by law, rule, or regulation, or to whom the authority has been delegated, to appoint, employ, promote, or advance individuals or to recommend individuals for appointment, employment, promotion, or advancement in connection with employment at the Town. “Public Official” includes, but is not limited to, the Town Coordinator, Assistant Town Coordinator, Department Heads and any Coordinator or supervisors who are delegated authority to recommend individuals for appointment, employment, promotion, or advancement.

RELATIVES OF ANY TOWN EMPLOYEE

Relatives of a current Town employee will be considered for employment on the basis of their background and qualifications. Relatives will not be hired for employment with the Town if:

- The current employee and relative would work in the same department;
- The employment would create a supervisor-subordinate reporting relationship (either direct or indirect) between the relative and current employee; or
- The current employee would work for, or directly above, the relative’s supervisor or Coordinator.

Employee-relatives working for the Town cannot transfer into a reporting relationship with each other, or into positions in the same department.

If the relative relationship is established after employment (i.e., by marriage or otherwise), the Town may require that the relative-employees propose which one of them will transfer positions or departments. In the event that no such transfer is possible, or if such a transfer is not accepted by the Town or the employees, and if neither employee will resign, the Town may terminate the employment of one of the relative-employees. In that circumstance, it shall be within the sole discretion of the Town to determine which relative-employee to terminate.

3.14 FRATERNIZATION

The Town respects the rights of its employees to conduct their personal lives as they wish. However, the Town recognizes that romantic relationships can create a conflict of interest (actual or perceived) or adversely affect work performance and employee morale, create concerns of favoritism, and potentially result in claims of harassment.

REPORTING RELATIONSHIPS

The Town prohibits employees who have a romantic relationship to supervise (directly or indirectly) the other or to work in a position that has an audit or investigation function over the other, such as the Human Resources and Finance Departments and Internal Affairs. For purposes of this policy, a “romantic relationship” includes dating, sexual relationships, domestic partnerships, and employees who share the same household as a couple.

If a romantic relationship develops between a supervisor/Coordinator and an employee, the supervisor/Coordinator shall promptly disclose the existence of the relationship to the Town’s Human Resources Director. The employee may make the disclosure as well, but the obligation of doing so rests with the supervisor/Coordinator.

The Town will take action so that the employee will no longer be in a reporting relationship (direct or indirect) with the supervisor/Coordinator. To do so, the Town may require that the employees propose which one of them will transfer positions or departments. In the event that no such transfer is possible, or if such a transfer is not accepted by the Town or the employees, and if neither employee will resign, the Town may terminate the employment of one of the employees. In that circumstance, it shall be within the sole discretion of the Town to determine which employee to terminate.

CO-WORKER RELATIONSHIPS

There is no prohibition against co-worker romantic relationships provided that the employees do not work in a position that has an audit or investigation function over the other, such as the Human Resources and Finance Departments and Internal Affairs. In that circumstance, the Town may require that the employees propose which one of them will transfer positions or departments. In the event that no such transfer is possible, or if such a transfer is not accepted by the Town or the employees, and if neither employee will resign, the Town may terminate

the employment of one of the employees. In that circumstance, it shall be within the sole discretion of the Town to determine which employee to terminate.

3.15 COLLECTIVE BARGAINING AGREEMENTS

In the event of a conflict between a collective bargaining agreement covering any Town employees and this Employee Manual or any other policy issued by the Human Resources Department, the applicable provision(s) of the collective bargaining agreement provisions shall take precedence.

3.16 EMPLOYEE WORK SPACE

The Town provides offices and other work space, including but not limited to, desks and Town vehicles, for use by employees for business purposes only. The Town's employee work spaces are not private and are subject to inspection by the Town at any time. Management may at any time inspect and review any and all files (hard copy or electronic), desks, drawers, filing cabinets, lockers, storage areas, compartments and all other areas of an employee's work space and their contents, with or without the employee's knowledge.

3.17 EMPLOYEE AND EMERGENCY CONTACT INFORMATION

Employees are required to notify the Human Resources Department of any change to their address, primary telephone number (home or cell) or emergency contact information within 24 hours of such change.

SECTION 4: STANDARDS OF CONDUCT

4.1 CONFLICT OF INTEREST

The Town expects its employees to adhere to the highest ethical standards of conduct in performing their duties and to devote their best efforts to the interests of the Town and its residents. Activities and dealings by employees that appear to create a conflict between the Town and the employee are unacceptable. The Town recognizes that employees can engage in activities outside of their employment which are private in nature and unrelated to the Town's operations. However, no officer or employee of the Town shall have any interest (financial or otherwise, direct or indirect), engage in any business transaction or professional or personal activity, or incur any obligation of any nature, which conflicts with the proper discharge of the employee's duties in the public interest, or which violates the State of Florida Code of Ethics for Public Officers and Employees (Chapter 112, Florida Statutes), the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance or the Town Code of Ethics (Ordinance #2012-16).

An employee must disclose any possible conflicts to the Town Coordinator, the Human Resources Director, or the employee's Department Head. If an employee has any question whether an activity or proposed activity would create a conflict of interest, he or she should immediately contact the Town Coordinator, Human Resources Director, or the employee's Department Head.

Because of the potential for a conflict of interest, an employee must disclose if he or she is a board member or holds a leadership position with any condominium association or homeowners association for a community located within the Town.

Employees are prohibited from meeting with any person required to register as a lobbyist pursuant to Section 2-11.1 of the Miami-Dade County Code without verifying that the person has registered with the Town's Town Clerk.

Violation of this policy will result in corrective action, up to and including termination from employment.

4.2 CODE OF CONDUCT

High moral and ethical standards among public officials, both elected and appointed, and public employees are essential to gain and maintain the confidence of the public. It is the policy of the Town to maintain an ethical and accountable local government which earns the public's full confidence for integrity. This policy governs the conduct of all Town employees.

PROHIBITED BEHAVIORS

Each employee is responsible for his or her compliance with the Town's policies and procedures and applicable federal, state and local laws and regulations and will be held accountable for any violations, including appropriate corrective action.

An employee found to have committed any of the below listed offenses will be subject to appropriate corrective action, up to and including termination from employment. The list below is illustrative, not exhaustive.

- a. Conviction of a felony or other crime involving moral turpitude.
- b. Violation of the provisions of the Charter of the Town, the Employee Manual, or any other policy or procedure of the Town.
- c. Act of incompetence or chronic inefficiency in the performance of assigned duties.
- d. Neglect of duty or loitering while on duty.
- e. Insubordination.
- f. Deliberate misuse, destruction, or damaging any Town property or the property of another employee.
- g. Misappropriation, theft, conversion, or removal of any Town funds, Town property, or the property of another employee without proper authorization.
- h. Unauthorized possession of firearms, explosives or weapons on Town property in violation of the Town's Workplace Violence policy.
- i. Receipt of any gift, favor or benefit or engagement in any conduct, activity, enterprise or outside employment that is inconsistent, incompatible or immoral, or in legal or technical conflict with your duties, functions and responsibilities as a Town employee, or in violation of the Town's Code of Ethics (Ordinance #2012-16), Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, or the State of Florida Code of Ethics for Public Officers and Employees (Ch. 112, Florida Statutes).
- j. Acts of employee showing lack of good moral character.
- k. Unauthorized alteration of time records, failure to accurately record or report time worked, and working overtime without prior authorization.
- l. Absence without leave or failure to report for duty after an administrative leave or suspension has expired; abandonment of position.
- m. Making false claims or misrepresentations to obtain sickness, disability, workers' compensation or any other benefits.
- n. Dishonesty or untruthfulness.
- o. Use or attempted use of political influence or bribery to secure an advantage of any manner.

- p. Tardiness and/or absenteeism in violation of the Town's Attendance and Punctuality policy.
- q. Falsifying personnel or other Town records, including, but not limited to, employment applications, accident records, work records, purchase orders, time and attendance records, or any other report, record or application.
- r. Failure or refusal to carry out instructions.
- s. Refusal to testify before a judicial proceeding or any other investigating committee concerning a matter within the scope of the employee's job duties (except as permitted by law).
- t. Having been refused a surety bond, if required for employment.
- u. Failure to obtain or maintain any license or certification required for employment.
- v. Instigating or participating in a walkout, strike, unlawful picketing, slow-down, or other concerted stoppage of work.
- w. Having been involved in an excessive number of accidents resulting in injuries or property damage.
- x. Violation of the Town's Drug-Free Workplace policy.
- y. Smoking of any tobacco products in violation of the Smoke Free Workplace Policy.
- z. Failure to notify Department Head of any felony conviction within five (5) days of the conviction.
- aa. Failure to report to the Town when employee's driver's license is revoked or suspended when the employee's position requires the operation of a motor vehicle.
- bb. Allowing hitchhikers or otherwise unauthorized persons to ride in Town vehicles.
- cc. Acts of misconduct while on duty.
- dd. Violating a safety rule, departmental rule, Town policy, or special orders.
- ee. Provoking or instigating a fight, or fighting at anytime on Town property or while on duty.
- ff. Threatening, intimidating, coercing, or abusing fellow employees, supervisors or the public in the line of duty; behaving in a way that interferes with the cooperation of employees or impairs the efficiency of municipal service.

- gg. Use of profane, abusive or offensive language in the workplace or directed toward co-workers, elected officials, or members of the public.
- hh. Posting or removing any matter on bulletin boards or Town property at any time unless authorized.
- ii. Unauthorized release of confidential information.
- jj. Distributing or causing to be distributed, during normal working hours, written matter of any kind on Town premises without proper authorization. The purpose of this provision is to prohibit interference by one or more employees with the work of other employees or with the operation of the Town's business.
- kk. Violation of federal, state or local law, including, but not limited to, Town's Codes and Ordinances, the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, or the State of Florida Code of Ethics for Public Officers and Employees (Ch. 112, Florida Statutes).
- ll. Gambling or engaging in any other game of chance during working hours, while in a Town uniform or on Town property.
- mm. Failing to expose through appropriate means and channels corruption, misconduct, or neglect of duty whenever discovered.
- nn. Using a position of public trust to gain access to the media for the purposes of criticizing colleagues, other public officials, citizens, or staff, impugning their integrity or vilifying their professional beliefs.
- oo. Using information gained confidentially in the performance of governmental duties as a means of making private profit.
- pp. All Town employees shall practice civility and decorum in their dealings with others. Belligerent, personal, derogatory, impertinent, slanderous, threatening, abusive or disparaging comments will not be tolerated. No shouting or physical actions that could be construed as threatening will be tolerated.
- qq. Unauthorized absence from work for a period of three (3) or more work days will be considered as the employee's voluntary abandonment of his or her position.
- rr. Engaging in any other actions which are determined by the Town Coordinator to warrant corrective action.

Department Heads, Coordinators and supervisors are expected to set an example and to enforce the Code of Conduct rules based on facts, uniformly, with fairness and impartiality.

4.3 CORRECTIVE ACTION

The Town expects employees to perform their job duties in accordance with the law and the established performance and attendance standards for their positions, to conduct themselves appropriately in the workplace and to comply with Town policies, including, but not limited to, the employee code of conduct. Employees who do not satisfy the applicable performance, attendance and conduct expectations are subject to appropriate corrective action. The purpose of such corrective action is to identify and correct the issue, prevent recurrence, and improve the employee's job-related performance and workplace conduct.

The Town's corrective action process generally will proceed in four steps:

1. Counseling and verbal warning
2. Written warning
3. Final warning
4. Termination from employment.

This sequence for the corrective action process is not mandatory. The Town reserves the right to skip or repeat steps in the corrective action process based on the facts and circumstances of the individual situation. For certain offenses, a written warning, final warning or termination from employment may be the first corrective action step taken by the Town.

Corrective action may also include a performance improvement plan, suspension (unpaid), demotion, reassignment, probation or other appropriate action, whether separate from or in combination with the steps listed above.

The determination of the appropriate corrective action step will be at the discretion of the Town Coordinator following a recommendation from the employee's supervisor, Coordinator or Department Head. For employees reporting directly to the Town Coordinator, the appropriate corrective action step will be at the discretion of the Town Coordinator. If the Town determines that suspension or termination is the appropriate corrective action, the Town will follow the procedure described in the applicable sections of the Employee Manual (*see* Policy Nos. 4.4 and 13.3). For sworn personnel, this policy will also be administered in accordance with applicable law.

Nothing in this policy alters the at-will nature of an employee's employment with the Town.

4.4 SUSPENSIONS

An employee may be suspended for up to twenty (20) work days without pay for violation of the Employee Code of Conduct or any other departmental or Town policy, including but not limited to, the policies in the Employee Manual. An employee may request that the Town Coordinator review the suspension pursuant to Step 3 of the Employee Dispute Resolution Procedure (*see* Policy No. 2.6). If the employee makes such a request, the suspension shall be stayed until the conclusion of the Town Coordinator's review.

Where circumstances warrant, the Town Coordinator, Human Resources Director or responsible Department Head may immediately suspend an employee. If the Department Head suspends an employee, the Department Head must notify the Human Resources Director and/or Town Coordinator.

4.5 INTERNAL INVESTIGATIONS

From time to time, the Town may conduct internal investigations pertaining to security, employee conduct, alleged violation of the Employee Code of Conduct or any other departmental or Town policy or other work-related matters. Employees are required to cooperate fully with and assist in such investigations if requested to do so and are required to provide honest and truthful information. Refusal to cooperate in an investigation, providing dishonest or false information in an investigation, or retaliating against any employee who participates in an investigation may result in corrective action, up to and including termination from employment.

Where circumstances warrant, the Town Coordinator may place an employee on administrative leave pending the Town's investigation.

4.6 SOLICITATION/DISTRIBUTION

Solicitations of any type are not permitted by an employee on the Town's premises during those periods of the day when the employee is engaged in performing his or her work tasks. Any employee who does so and thereby neglects his or her work, or interferes with the work of others, will be subject to corrective action. Solicitations are not permitted at any time on the Town's premises by persons not employed by the Town.

Distributions of pamphlets, handbills, flyers, folders, or other materials by an employee in Town premises are not permitted during those periods of the day when the employee is engaged in performing his or her work tasks. Distributions, as described above, are not permitted by employees at any time in working areas. Any employee who violates this policy will be subject to corrective action. Distributions, as described above, are not permitted at any time on Town premises by persons not employed by the Town.

Employees may not post any notice or other literature on Town property without prior approval by the Town Coordinator or Human Resources Director.

Solicitation or distribution must not impede access in or out of the Town's buildings or other premises, impede physical movement within the building or premises, or interfere with work being performed by the Town's employees and public officials.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

4.7 GIFTS

It is the policy of the Town that all employees are prohibited from soliciting or demanding any gift, favor or benefit from any vendor, registered lobbyist or individual or entity related to one's employment by the Town.

It is also the policy of the Town that all employees are prohibited from accepting (either directly or indirectly) any gift, favor, or benefit in excess of \$25.00 from any vendor, registered lobbyist or individual or entity related to one's employment by the Town. Additionally, no matter the value, an employee may not accept any gift, favor or benefit from any person or entity where there is a real or potential risk of compromise or conflict of interest, or which violates the State of Florida Code of Ethics for Public Officers and Employees (Chapter 112), the Miami-Dade County Conflict of Interest and Code of Ethics Ordinance, or the Town's Code of Ethics (Ordinance #2012-16).

4.8 ELECTIONS AND POLITICAL CAMPAIGNS

It is the policy of the Town that all employees are prohibited from soliciting or accepting any political contribution in any Town property, including Town Hall, Police Department and the parks. Such prohibited solicitations include, but are not limited to, using Town phones, faxes or computers to solicit contributions or personally approaching any person at any Town property for the purposes of asking for or receiving a political contribution.

Employees are prohibited from providing services to a candidate for elective office during the employees' work hours for the Town. For example, if an employee is at an event in his or her official capacity Town, the employee is prohibited from electioneering for a candidate at that event. This prohibition also applies to any employee that is or intends to become a candidate for elective office, either within the Town or in another jurisdiction. In that circumstances, the employee is prohibited from campaigning for himself or herself during his or her work hours for the Town.

4.9 EMPLOYEES PROHIBITED FROM SEEKING ELECTIVE OFFICE

Pursuant to Town Ordinance #2011-19, employees are prohibited from seeking elective office in the Town, including Mayor, Councilmember or any other elective office created by Charter Amendment in the future. The term "seeking elective office" means qualifying as a candidate for Town elective office pursuant to Section 14-19 of the Town Code. If an employee seeks elective office, the employee must resign from employment effective the day that the employee qualifies as a candidate for Town elective office. If an employee does not resign, the employee will be terminated from employment.

SECTION 5: COMPUTER AND ELECTRONIC RESOURCES

5.1 TOWN COMPUTER SYSTEM, INTERNET, EMAIL, VOICEMAIL AND CELL PHONES

The Town's computer system, internet, email, voicemail and Town-issued cell phones are property of the Town. It is the policy of the Town that use of its computer systems (including desktop and laptop computers, network and software, computer aided dispatch (CAD)), internet, email, voicemail and Town-issued cell phones (including smart phones and personal digital assistants (PDA)) and iPads/tablet computers is limited solely to appropriate business use. Employees are not allowed to use the Town's computer or voicemail systems or Town-issued cell phones or iPads/tablet computers for their personal benefit or to store personal information on Town computer systems.

Employees are strictly forbidden from installing software on any computer or other device connected to the Town's network or computer systems without the express written permission of the Town Coordinator. Failure to obtain appropriate approval shall result in corrective action, up to and including termination from employment. The intentional introduction of a computer virus, Trojan horse, or other malicious code is strictly prohibited and will result in termination from employment.

This policy reaffirms that Town employees have no reasonable expectation of privacy with respect to any computer hardware, software, electronic mail, text or instant message, voicemail or other computer or electronic means of communication or storage, whether or not employees have private access or an entry code into the computer or voicemail system, or Town-issued cell phone or iPad/tablet computer. Employees have no right to privacy in any matter, whether personal or business-related, stored in, created, received or sent through the Town's email, internet, computer or voicemail systems or Town-issued cell phones and iPads/tablet computers. The Town reserves the right to monitor the use of its voicemail and computer systems and Town-issued cell phones and iPads/tablet computers, including but not limited to e-mail, internet use, website history, call and text message history and history of materials, data and files downloaded or uploaded. The Town also reserves the right to retrieve and read any text or other message composed, sent, or received using the Town's email or computer systems or Town-issued cell phones and iPads/tablet computers. Monitoring and retrieval may occur at any time without prior notice.

Employees using the internet are prohibited from transmitting any material or using the internet in violation of any federal or state law. This includes but is not limited to copyright infringement, engaging in discrimination or harassment, or the communication of unlawful materials. The Town's internet facilities and computing resources must not be used knowingly to violate the laws and regulations of the United States or any other nation, or the laws and regulations of any state, Town, province or other local jurisdiction. Use of any Town resources, including, but not limited to, the computer systems, email, internet or Town-issued cell phones and iPads/tablet computers, for illegal activity is grounds for immediate termination from employment.

If an employee defeats or attempts to defeat security restrictions on the Town's systems and applications, such actions will result in immediate termination from employment.

The Town recognizes that brief and occasional personal use of e-mail and the internet is acceptable as long as it is: (1) not excessive or inappropriate, (2) is restricted to non-working time (i.e., during break time or meal periods), (3) does not violate any of the prohibitions listed in this Employee Manual, (4) not in support of a personal business venture, (5) has no video, graphic, picture, or massive attachments, (6) not a chain letter or transmission of unsolicited commercial mail ("spam"), (7) does not violate the law, and (8) does not interfere with the Town's business operations or cause congestion, disruption, or impairment of the Town's networks or systems. The Town reserves the exclusive right to determine whether any personal email use is inappropriate, excessive and/or violates this policy.

Employees are expected to exercise professionalism in all business communications including those in electronic and voice format.

The Town's Harassment-Free Workplace policy also applies to an employee's use of the Town's computer system, internet, email, voicemail and Town-issued cell phones and iPads/tablet computers. Using the Town's computers, e-mail system or internet or a Town-issued cell phone, iPad or tablet computer to send, post, receive or access inappropriate and offensive messages, posts, images or other communications or information in violation of the Town's Harassment-Free Workplace policy is strictly prohibited. Violation of this policy will result in immediate and appropriate corrective action, up to and including termination from employment. In addition, sexually explicit or other inappropriate material may not be archived, stored, distributed, edited or recorded using the Town's network or computing resources.

In addition, upon hire, all employees receive a copy of the Guidelines on Usage of Information Technology System and are instructed to read and understand its contents. Those Guidelines are binding on all employees. If you would like to obtain another copy of the Guidelines, please contact the Human Resources Department.

5.2 TELEPHONE CALLS AND CELL PHONE USAGE

Although the Town realizes that there are times when an employee may need to use the telephone for personal reasons, it is expected that good judgment will be used in limiting the length and frequency of such calls (i.e., not to exceed 2-5 minutes), and in making such calls only during breaks. Additionally, no long distance personal calls, other than toll free calls, may be made on Town phones without prior approval from the employee's supervisor. During work time and while in the office, employees should limit the use of their personal cell phones (including smart phones and personal digital assistants (PDA)) for calls and text messages in the same way they must limit personal use of their office telephone. Employees that have excessive telephone or cell usage for personal calls or text messages will be subject to corrective action, up to and including termination.

The Town requires the safe use of cell phones by employees while conducting business; this applies whether or not the cell phone is Town-issued. Employees should not use their cell phones while driving for Town-related business or operating a Town-issued vehicle because of safety concerns, but should instead pull over to a safe location and fully stop prior to making or receiving telephone calls, reading or sending any text or email messages, or conducting any internet search. The Town does not permit employees who are conducting business to drive while using a cell phone.

Additionally, the use of the camera and video or sound recording functions on a cell phone, smart phone or PDA on Town premises or while conducting Town business is prohibited without the express prior permission of the employee's supervisor or Department Head.

5.3 BLOGGING AND SOCIAL NETWORKING

The Town understands that employees may engage in blogging or use other forms of social media and social networking during non-work time.

"Blogging," for purposes of this policy, means posting information on an employee's own, or on someone else's, Web log, journal or diary on the Internet. "Blogging" also includes any other form of posting information on the Internet, such as postings on a personal Web site, bulletin or message board, or in a chat room. Social media and "social networking" include the usage of Web 2.0 technologies such as blogging, microblogging (Twitter, Plurk), photosharing (Flickr, Twitpic), video sharing (YouTube, Vimeo), lifecasting (blogtv, qik), networking (LinkedIn, Plaxo, Facebook, MySpace), and countless others. The absence of, or lack of explicit reference to a specific site does not limit the extent of application of this policy.

Employees are responsible for what they post online. Employees who engage in blogging or social networking on the Internet should be mindful that their postings, even if done off premises and while off-duty, could have an adverse effect on the Town's legitimate business interests. For example, the information posted could be non-public information regarding an on-going law enforcement investigation, or information exempt from disclosure under Florida's public record law.

Employees are not permitted to blog or use other forms of social media or social networking during working time or on any Town-supplied computer, electronic resource or other device, unless specifically authorized by the Town to do so as part of an employee's position.

Employee blogging and social networking is subject to the Town's "Equal Employment Opportunity," "Harassment Free Workplace", "Americans with Disabilities Act" and "Workplace Violence" "Code of Conduct" and "Computer System, Internet, E-mail and Voicemail" policies.

If an employee's blogging or social networking includes any information related to the Town, please do the following:

- Express personal opinions. Employees are prohibited from representing themselves as a spokesperson for the Town. Make it clear to the readers that the views expressed are

the employee's alone and that they do not reflect the views of the Town, by stating, for example, *"The views expressed in this blog [or blog posting] are my own; they have not been reviewed or approved by my employer."*

- Do not create a link to the Town's website without identifying yourself as a Town employee.
- Do not use the Town's logo, other intellectual property, or proprietary graphics, or any copyrighted materials. Do not disclose any confidential information regarding on-going law enforcement investigations or any information exempt from disclosure under Florida's public records law.

The Town encourages employees to resolve personal complaints about work by speaking directly with co-workers, supervisors, Coordinators, Department Heads or the Human Resources Department rather than by posting those complaints in a blog or a social networking site. If an employee, nonetheless, decides to post personal complaints or criticism concerning the Town, its officers or employees, employees are prohibited from doing so in a way that is defamatory, obscene, slanderous or unlawful.

If an employee needs clarification on any aspect of this policy, he/she should contact the Human Resources Department. Failure to comply with this policy may result in corrective action, up to and including immediate termination from employment.

NOTE: Nothing in this policy is intended to prohibit or discourage employees from engaging in speech as citizens on matters of public concern, or to prohibit or discourage employees from engaging in any protected activities under the Public Employee Relations Act (F.S. Chapter 447, Part II), including discussing their wages, benefits, hours or working conditions.

SECTION 6: SAFETY AND SECURITY

6.1 TOWN IDENTIFICATION

All employees of the Town shall carry with them a Town issued photo identification (ID) card. Employees must present their ID card for entry to the Town during periods of emergency or when necessary to identify themselves to residents when conducting Town business. Employees must report any loss or damage to their ID card as soon as possible. Employees who lose their ID card and need a replacement will incur a fee to obtain a new ID card. The ID card must be returned to the Town upon termination of employment.

6.2 SAFETY MEASURES

The safety of every Town employee is a matter of prime importance. The Town strives to provide safe working conditions for all employees and to observe all applicable State and Federal Safety requirements. No employee will knowingly be required to work in any unsafe manner. Safety is every employee's responsibility and all employees are expected to do everything reasonable and necessary to keep the Town a safe place to work. Employees should immediately notify a supervisor of potential accidents or hazardous conditions.

Each department shall communicate that department's safety rules and procedures to the employees. Employees are responsible for reading these rules and for knowing and complying with the department's rules as well as any workplace safety rules or procedures adopted by the Town. A comprehensive guide to the Town's safety procedures is contained in the Workplace Safety and Health Manual, a copy of which may be obtained through the Human Resources Department.

6.3 WORKPLACE VIOLENCE POLICY

This policy outlines the Town's policy regarding violence in the workplace and establishes guidelines and expectations regarding minimum standards of conduct in the work environment.

The objective of this policy is to ensure the highest standard of health and safety for all employees, residents, vendors, contractors, and the general public, and those acting for them (hereinafter referred to as employees and business partners), and to provide for the efficient and effective operation of the Town.

Acts or threats of physical violence, including intimidation, harassment and/or coercion, that involve or affect the Town or that occur on Town property in the conduct of Town business, will not be tolerated. This prohibition against threats and acts of violence applies to all persons employed by or otherwise involved in Town operations.

Specific examples of conduct that may constitute threats or acts of violence under this policy include, but are not limited to, the following:

- Verbal Harassment: Verbal threats toward persons or property, the use of vulgar or profane language toward others, disparaging or derogatory comments or slurs, verbal intimidation, exaggerated criticism, name calling or belittling behavior.
- Physical Harassment: Acts of physical harm directed towards an individual such as hitting, pushing, kicking, holding, impeding or blocking the movement of another person or using, threatening or implying the use of any offensive weapon or any article or object that could be used as such.
- Visual Harassment: Derogatory or offensive posters, cartoons, publications, drawings, images, pictures or items.
- Property Damage: The intentional destruction or threat of destruction of Town property or another employee's property.

PROHIBITED ITEMS ON TOWN PROPERTY

The following items are prohibited on Town property (including parking areas and in Town vehicles): all types of firearms (see "NOTE" below), switchblade or other knives, dangerous chemicals, explosives including blasting caps, chains, brass knuckles, or other items carried or used for the purpose of injuring or intimidating others.

NOTE: Nothing in this policy is intended to prohibit an employee from possessing any legally owned firearm if the firearm is locked inside a private motor vehicle in a parking lot and when the employee is lawfully in such areas. In addition, the Town will not terminate or otherwise discriminate against an employee who exhibits a firearm on the Town's premises for a lawful defensive purpose.

EXCEPTION FOR LAW ENFORCEMENT PERSONNEL

This policy does not prohibit law enforcement personnel from carrying firearms furnished by the Town provided that the use of the firearm complies with applicable departmental guidelines and regulations. Law enforcement personnel should consult with their supervisors regarding the proper use and storage of their weapons and must act responsibly when in possession of a firearm.

REPORTING WORKPLACE VIOLENCE

It is the shared obligation of all employees to individually and jointly act to prevent or defuse actual or implied violent behavior at work. All Town employees are responsible for notifying management of any threats or acts of violence which they may have witnessed, received, or been apprised that another person has witnessed or received. Even without an actual threat, employees should alert management to any behavior they have witnessed which they regard as threatening or violent. Employees are responsible for making this report regardless of the nature of the relationship between the targeted individual and the individual who initiated the threat or threatening behavior.

REPORTING PROCEDURE

All reports of threats or acts of violence should be made verbally or in writing to a Department Head, the Human Resources Director, Town Coordinator or Assistant Town Coordinator. No employee who in good faith reports real or potentially violent behavior will be subject to retaliation based upon their report.

An employee who applies for or obtains a protective or restraining order that lists one or more Town locations as being protected areas shall provide the Human Resources Director and the Town Attorney a copy of the petition and declarations used to seek the order, a copy of any temporary protective or restraining order which is granted, and a copy of any protective or restraining order that is made permanent.

6.4 SMOKE-FREE WORKPLACE

In its commitment to providing a safe, healthy, and comfortable workplace for all employees, the Town maintains a smoke and tobacco-free environment. No smoking or other use of tobacco products (including, but not limited to, cigarettes, pipes, cigars, snuff, or chewing tobacco) is permitted in any Town workspace (indoor ~~and outdoor~~) or in vehicles owned, leased, or rented by the Town.

The Town does not employ individuals who have used tobacco products within twelve (12) months of submitting an employment application. All applicants for employment must sign an affidavit certifying that they have not used tobacco or tobacco products for at least twelve (12) months immediately preceding the date of application. Furthermore, an employee is prohibited from using tobacco products during his or her employment with the Town.

Compliance with the smoke-free workplace policy is mandatory for all employees. Employees who violate the policy are subject to corrective action, up to and including termination from employment.

Any employee who observes a violation of this policy should report it immediately to the Human Resources Director.

6.5 DRUG AND ALCOHOL FREE WORKPLACE POLICY

The Town recognizes that substance abuse is a problem on the job for all of us, as well as a social problem. The Town believes that the abuse of alcohol and use of illegal drugs endangers the health and safety of the abusers and all others around them. It also leads to decreased productivity, high turnover, and decreased morale. Therefore, the Town has committed to creating and maintaining a drug-free workplace.

The Town's Drug-Free Workplace Program and Policy is intended to comply with Florida Workers' Compensation Drug-Free Workplace Program, sections 440.101-44.102, Florida Statutes, and the rules adopted by the Agency for Health Care Administration.

GENERAL POLICY STATEMENT

The Town will not tolerate the use of illegal drugs or alcohol while working or while on Town property, including the parking lots, as well as any job site to which employees are assigned. This prohibition includes the possession, use, distribution, or sale of illegal drugs or alcohol. All employees are prohibited from reporting to or being at work or on Town property, including parking lots, while under the influence of illegal drugs or alcohol.

Employees who are found to be under the influence of illegal drugs or alcohol, or who violate this Policy in other ways are subject to corrective action, up to and including termination from employment. Because of the serious nature of those violations, each individual case will be thoroughly investigated to determine the appropriate course of action.

The Town will test, at its own expense, all job applicants for illegal drug or alcohol use as outlined in this Policy. A positive drug test can lead to withdrawal of an offer of employment for job applicants. In addition, the Town will test, at its own expense, *any* current employee for illegal drug or alcohol use if a reasonable suspicion exists that the employee is in violation of this Policy, post-accident or injury, pursuant to a fitness-for duty examination, and as a follow-up procedure to any drug or alcohol treatment program. The Town may also conduct random drug testing, and testing required by federal law for employees who operate commercial motor vehicles. All drug testing will conform to the requirements of this Policy and to applicable state and federal law. Employees should review section 440.102, Florida Statutes, which discusses the requirements to comply with, and their rights under, Florida's Drug-Free Workplace statute.

DEFINITIONS

Legal Drug includes prescribed drugs and over-the-counter drugs which have been legally obtained and are being used solely for the purpose for which they were prescribed or manufactured.

Illegal Drug includes any drug (a) which is not legally obtainable; (b) which may be legally obtainable but has not been legally obtained; (c) which is being used in a manner or for a purpose other than as prescribed. NOTE: Nothing in this Policy precludes the appropriate use of legally prescribed and over-the-counter medication.

Mandatory-testing position means a job assignment that requires the employee to carry a firearm, work closely with an employee who carries a firearm, perform life threatening procedures, work with heavy or dangerous machinery, work as a safety inspector, work with children, work with detainees in the correctional system, work with confidential information or documents pertaining to criminal investigations, work with controlled substances, or a job assignment that requires an employee security background check pursuant to section 110.1127, Florida Statutes, or a job assignment in which a momentary lapse in attention could result in injury or death to another person.

Special-risk position means a position that is required to be filled by a person who is certified under chapter 633 (Fire Prevention and Control) or chapter 943 (Law Enforcement) of the Florida Statutes.

PRE-EMPLOYMENT TESTING

All offers of employment will be conditioned on the applicant's taking and passing a screening test for evidence of improper drug use and the presence of alcohol.

Applicants will be required to voluntarily submit to a test at a laboratory chosen by the Town, and sign an agreement releasing the Town from liability in connection with the test.

No applicant for employment who is currently alcohol and drug-free will be denied employment or otherwise discriminated against solely because of such individual's prior abuse of alcohol or drugs, prior treatment for alcohol or drug abuse, or status as a recovering alcoholic or drug addict. It is the current abuse of drugs or alcohol which prevents employees from properly performing their jobs that the Town will not tolerate. Any applicant who tests positive or who refuses to undergo testing will not be employed by the Town and may not reapply for at least 180 days.

ACTIVE EMPLOYEE TESTING

A. Reasonable Suspicion Testing. Employees will be required to submit to drug and/or alcohol testing at a laboratory chosen by the Town if there is reasonable suspicion of substance abuse. Circumstances that could be indicators of a substance abuse problem and considered reasonable suspicion are.

- Direct observation of alcohol or drug abuse during work hours or on Town premises.
- Apparent physical symptoms of being under the influence of a drug or alcohol.
- Significant deterioration of work performance that is not attributable to other factors.
- Abnormal conduct or erratic behavior while at work.
- A report of drug use, provided by a reliable and credible source.
- Evidence that an individual has tampered with a drug test during his or her employment with the Town;
- Information that an employee has caused, contributed to, or been involved in an accident or injury while at work; or
- Evidence that an employee has used, possessed, sold, solicited, or transferred drugs while working or while on Doral's premises or while operating a Town vehicle, machinery, or equipment.

If, in the opinion of a supervisor, Coordinator or Department Head, reasonable suspicion exists to believe that any employee may be abusing or under the influence of illegal drugs or alcohol, the supervisor, Coordinator or Department Head must promptly notify the Human Resources Department and submit in writing the circumstances leading to the conclusion that reasonable suspicion testing is justified. The Human Resources Department, in conjunction with the applicable employee's management, will make the determination on whether to request the employee to submit to a drug test.

Upon request, a copy of any documentation concerning the basis for the reasonable suspicion testing will be provided to the employee. Documentation regarding the conclusion that reasonable suspicion testing is justified and any related conversations between management and the Human Resources Department shall be kept confidential to the extent possible.

Nothing herein shall prevent the Town from immediately terminating any employee selling or otherwise soliciting illegal drugs or providing or selling alcohol to any other person during working hours. Upon a report by the supervisor, Coordinator or Department Head to the Town Coordinator or Human Resources.

The Town also reserves the right to ask any employee to submit to drug testing under the following conditions:

B. Fitness for Duty. An employee may be required to submit to a drug test as part of routinely scheduled employee fitness-for-duty medical examination.

C. Post Accident or Injury. All employees are subject to drug and/or alcohol testing after a work-related vehicular accident, after an accident or injury involving a Town-owned vehicle, and after an accident or injury which causes injury to the employee or to any other person or damage to any property. Employees who are off duty and are involved in a vehicular accident or injury involving a Town owned vehicle shall immediately submit to drug and/or alcohol screening.

If, because of the accident, an employee is unable to submit to drug testing immediately, the employee will authorize the release of any medical reports or documentation regarding the presence of illegal drugs or alcohol in the employee's body at the time of the accident to the Medical Review Officer. Refusal to agree to this release will result in termination of the employee.

D. Random Drug Testing. The Town may conduct random drug testing of all employees occupying safety-sensitive and special-risk positions. A random drug test will not be announced in advance.

E. Follow-Up Drug Testing. As a condition of continued employment, all employees who were referred to the Employee Assistance Program or who enrolled in a drug or alcohol abuse program shall take follow-up drug and/or alcohol tests on a random, periodic basis for at least two (2) years after the referral or enrollment. This testing is only applicable to those employees who report their abuse prior to being asked to take a test. The Town reserves the right to waive follow-up testing in the event an employee voluntarily submits to an Employee Assistance Program or drug or alcohol abuse program.

Failure to submit to the required drug test is grounds for discharge or suspension without pay from employment.

DRUG AND ALCOHOL TESTING OF COMMERCIAL MOTOR VEHICLE DRIVERS

In addition to the policies and procedures set forth above, any Town employees connected with the operation of commercial motor vehicles who are subject to drug and alcohol testing as required by the Omnibus Transportation Employee Testing Act of 1991, 49 U.S.C. App. §§ 2714-2717 (1993), and by all applicable procedures and regulations promulgated by the Department of Transportation and the Federal Highway Administration, as well as any additional policy adopted by the Town pursuant to those federal laws and regulations. In cases where the requirements of both federal and state drug and alcohol laws and regulations and/or the Town's Drug-Free Workplace Policy may be applicable, the requirements of federal drug and alcohol laws and regulations will control if a conflict arises between federal law and regulations and the requirements of state law or the Town's Drug-Free Workplace Policy.

POSSESSION OR ILLEGAL DRUGS AND ALCOHOL ON PREMISES

An employee who possesses, uses, distributes, or sells illegal drugs or alcohol while working or while on Town property, including the parking lots, even if off duty, is subject to corrective action, which may include termination from employment, even for the first offense.

POSITIVE DRUG TEST RESULTS

Any employee or job applicant who receives a positive confirmed drug test result may contest or explain the results to the Medical Review Officer within five (5) working days after written notification of the positive test results. If an employee's 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 Town. The employee or job applicant may contest the drug test pursuant to Florida law or to rules adopted by the Agency for Health Care Administration.

LOSS OF WORKERS' COMPENSATION BENEFITS

If an employee is injured in the scope of his or her employment and drug tests or other medical evidence indicates the presence of illegal drugs or alcohol in the employee's body at the time of the accident, the employee may be required to forfeit any medical or other benefits available under the Florida Workers' Compensation Statute (section 440.101 (2), Florida Statutes). This penalty is in addition to any other penalties that might apply either under this policy or under applicable law.

CONFIDENTIALITY STATEMENT

All information, interview, reports, statements, memoranda and drug-free test results through the Town's drug testing program will not be made part of any personnel records and will be treated as confidential to the extent required by law, except as consented to by the employee or applicant, or if placed at issue by the employee in any legal, administrative or other proceeding to determine compensability of a workers' compensation claim.

Medical and insurance records, if any, shall be preserved in the same confidential manner as all other medical records. Program participation records shall be maintained by the Director of Human Resources.

USE OF PRESCRIPTION AND NON-PRESCRIPTION MEDICATIONS

All employees or applicants may consult with the testing laboratory or the Medical Review Officer for technical information regarding the effects of prescription and non-prescription medications on drug testing.

Each tested individual shall report, on a confidential basis to the Medical Review Officer, the use of prescription or non-prescription medications both before and after being tested.

A form will be provided to each individual to list such medications. This form should only be filled out at the collection facility, not at the Town. Additionally, such medications may be disclosed orally to the Medical Review Officer after being tested, if contacted by the Medical Review Officer.

The individual must not disclose such medications or provide the form requesting such information to any Town employee.

The Company has provided at the end of this Policy a list of the most common medications by brand, common and, if applicable, chemical name, which may alter or affect a drug test.

CONSEQUENCES OF REFUSING A DRUG TEST OR TREATMENT

A. Refusal To Cooperate – Job Applicants. Any person receiving a conditional offer of employment who refuses to submit to drug and alcohol testing, or who provides a false sample, or alters, adulterates, taints, tampers, or otherwise interferes with drug testing collection, samples, or analysis is immediately disqualified from employment by the Town.

B. Refusal To Cooperate – Employees. Any employee who refuses to submit to drug and alcohol testing when required will be terminated from employment. Any employee who provides a false sample, or alters, adulterates, taints, tampers, or otherwise interferes with drug testing collection, samples, or analysis, will be immediately terminated from employment.

C. Refusal To Accept Treatment Or Failure To Rehabilitate. Any employee who rejects a treatment program offered through the Employee Assistance Program, or who leaves a treatment program prior to being properly discharged by the program will be immediately terminated from employment with the Town. This sanction applies regardless of whether the Town referred the employee to the treatment program or Employee Assistance Program or whether the employee voluntarily sought treatment.

D. Participation in Employee Assistance or Rehabilitation Program. The Town wishes to make every effort to rehabilitate its employees who may be experiencing drug or alcohol problems. To this end, the Town will not retaliate in any manner against an employee who is referred to an Employee Assistance Program (EAP) or treatment program, or who voluntarily refers him or herself to the Employee Assistance Program or submits to treatment in a drug or alcohol abuse program. Use of the Employee Assistance Program is the employee's full financial responsibility.

EMPLOYEE ASSISTANCE PROGRAMS AND LOCAL DRUG REHABILITATION PROGRAMS

The following “crisis information centers” will provide information regarding employee assistance programs and local alcohol and drug rehabilitation programs available to employees:

Miami-Dade County
Switchboard of Miami
(305) 358-4357

Monroe County
Help Crisis Line
(305) 296-4357

Broward County
Crisis Information Line
(954) 537-0211

Other available resources include:

1-800-344-2666	Al-Anon
1-800-527-5344	American Council on Alcoholism
1-800-622-2255	National Council on Alcoholism
1-800-662-HELP	Substance Abuse and Mental Health Services Administration
1-800-967-5752	Drug-Free Workplace Helpline

Employees may obtain further information regarding available drug and alcohol assistance and rehabilitation by contacting the Director of Human Resources or the Town’s Employee Assistance Program.

DUTY TO NOTIFY LABORATORY OF LEGAL ACTION CONCERNING TEST RESULTS

It is each applicant’s or employee’s responsibility to notify the Town and the Drug Testing laboratory of any administrative or civil action brought pursuant to section 440.101, Florida Statutes.

Employees and applicants should review any applicable collective bargaining agreements or contracts for additional information on their rights. Florida employees may have a right to appeal to Florida’s Public Employees Relations Commission or applicable court for violations of Florida’s Drug-Free Workplace Program.

DRUG TESTING INFORMATION

The Town may test for one or more of the following drugs:

- Alcohol (beer, wine, booze, liquor, etc.)
- Amphetamines (speed, eve, biphphetamine, desoxyn dextedrine, etc.)
- Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, reefer, roach, spleaf, grass, weed, etc.)
- Cocaine (coke, blow, snow, flake, crack, etc.)
- Phencyclidine (PCP, angel dust, hog, etc.)
- Hallucinogens (LSD, acid, mushrooms, shrooms, etc.)

Methaqualone (quaaludes, ludes, etc.)
Opiates (heroin, codeine, morphine, opium, Dover's powder, paregoric, parepectolin, etc.)
Barbiturates (phenobarbital, butabarbital, secobarbital, tuinal, amytal, etc.)
Benzodiazepine (librium, valium, ativan, azene, clonopin, dalmone, diozepam, halcion, poxipam, restoril, serax, transene, vertron, xanax, etc.)
Synthetic narcotics, including Methadone (dolophine, methadose, etc.)
Propoxyphene (designer drugs [ecstasy], etc.);
Hallucinogens (LSD, acid, mushrooms, etc.); and
The metabolite of any of the substances listed in this paragraph.

The Town reserves the right to expand or otherwise modify the number or types of drugs tested at any time. The Town will provide employees with sixty (60) days written notice of any expansion or modification of the drugs tested under this Policy.

REHABILITATION PROCEDURES FOR MANDATORY-TESTING AND SPECIAL-RISK POSITIONS

An employee in a mandatory-testing position who enters a voluntary substance abuse rehabilitation program shall be assigned to a position other than a mandatory-testing position, or if such a position is not available, shall be placed on a leave of absence while the employee is participating in the program. The employee shall be required to use his or her accrued paid leave time (vacation and sick time, PTO or compensatory time) during any approved leave.

An employee in a special-risk position shall be discharged for the first positive confirmed test result if the drug confirmed is an illicit drug under Section 893.03, Florida Statutes. A special-risk employee who is participating in a substance abuse program shall not be allowed to continue to work in a mandatory-testing or special-risk position, but (if available) may be assigned to a position other than a mandatory-testing position or placed on leave while the employee is participating in the program. The employee may be eligible for a leave of absence while participating in the program. The employee shall be required to use his or her accrued paid leave time (vacation and sick time, PTO or compensatory time) during any approved leave.

REPORT OF DRUG CONVICTIONS

Employees shall notify the Human Resources Director of any drug or alcohol related criminal charges no later than five days after such charge has been filed. Arrest for a drug or alcohol offense shall be considered Reasonable Suspicion allowing the Town to test the arrested employee for the presence of alcohol or illegal drugs.

Employees in positions which require driving a Town vehicle or personal vehicle on Doral business shall notify the Human Resources Director of any alcohol or drug related arrest (e.g., including but not limited to Driving While Under the Influence) on the next workday.

Employees are also required to notify the Human Resources Director of the outcome of all criminal drug statute or alcohol related criminal charges no later than five days after any change in status, including the notification of a conviction, a plea of guilty, an adjudication of guilt, a plea of nolo contendere, an adjudication withheld, an acquittal or a dismissal of the charges. A failure to report a drug or alcohol conviction to the Town within the applicable time

periods will result in immediate termination of the employee, unless good cause exists for the employee's failure to report the conviction to the Town.

The Town shall take appropriate action with respect to an employee who is charged or convicted of a violation of a criminal drug statute or alcohol related offense, which action may include transfer to a non-safety sensitive or non-special risk position and/or corrective action, up to and including termination from employment.

EMPLOYEE RESPONSIBILITIES

An employee who voluntarily, or as a condition of continued employment, enters a drug or alcohol treatment and/or rehabilitation program must participate and complete recommended treatment. Any employee who enters a drug or alcohol treatment and/or rehabilitation program shall be responsible for payment for the treatment and/or program to the extent not covered by medical insurance provided by the Town. If the employee fails to comply with the treatment and/or the program, the employee shall be terminated.

OVER THE COUNTER AND PRESCRIPTION DRUGS WHICH COULD ALTER OR AFFECT THE OUTCOME OF A DRUG TEST

A list of some of the common medications by brand name or common name, and if applicable, chemical name, which may alter or affect a drug test, are listed below. Due to the large number of brand names and the marketing of new products, this list is not all-inclusive. Employees and job applicants should review this list prior to submitting to a drug test.

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) and Listerine is 26.9% (54 proof).

Amphetamines: Obetrol, Biphетamine, Desoxyn, Dexedrine, Didrex

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, Empirin with Codeine, APAP with Codeine, Aspirin with Codeine, Robitussin AC, Guaiatuss AC, Novahistine DH, Novahistine Expectorant, Dilaudid (Hydromorphone), CS Contin and Roxanol (morphine sulfate), Percodan, Vicodin, Tussi-Organidin, etc.

Barbiturates: Phenobarbital, Tuinal, Amytal, Nembutal, Seconal, Lotusate, Fiorinal, Fioricet, Esgic, Butisol, Mebaral, Butabarbital, Butabital, Phrenilin, Triad, etc.

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

Methadone: Dolophine, Methadose

Propoxyphene: Darvocet, Darvon N, Dolene, etc.

Brand Name

Anusol Suppos
 Anusol Suppos HC
 Aristocort Cr. Oint./Kenalog
 Atarax
 Bactrim/Septra
 Benadryl
 Betadine Oint./Efodine
 Betalin-S
 Cardizem
 Calan/Isoptin
 Colace
 Compazine
 Decadron/Hexadrol
 Demerol
 Diabeta/Micronase
 Dramamine
 Dulcolax
 Ecotrinq
 Elavil/Endep
 Erythrocin
 Esidrix/Hydrodiuril
 Isoptin/Calan
 Isordil
 Kayexalate
 Kenalog cr/oint./Aristocort
 K-lor
 Larotid
 Lasix
 Lomotil
 Micronase/Diabeta
 Motrin/Rufen
 M.S.
 Mycolog/Mytrex
 Mycostatin/Nilstat
 Nilstat/Mycostatin
 Nipride
 Noctec
 Normodyne-Trandate
 Norpramine/Pertrofane
 Parafon Forte
 Pen VK/V-Cillin K
 Peri-Colace
 Persantine
 Pertrofana/Norpramine
 Phenergan
 Pitocin
 Polycillin
 Procardia
 Pronestyl
 Prostaphlin
 Proventil/Vantolin

Generic Name

Hemorrhoidal Inserts
 Hemorrhoidal Inserts HC
 Triamcinolone
 Hydroxyzine HCL
 Trimethoprim, Sulfamethoxazole
 Diphenhydramine
 Povidone Iodine Oint.
 Thiamine
 Diltiazem
 Verapamil
 Docusate Sodium
 Prochlorperazine
 Dexamethasone
 Meperidine
 Glyburide
 Dimenhydrinate
 Bisacodyl
 Enteric Coated Aspirin
 Amitriptyline
 Erythromycin Stearate
 Hydrochlorothiazide
 Verapamil
 Isosorbide Dinitrate
 Polystyrens Sulfonate Sodium
 Triamcinolone
 Potassium Chloride 20meg Powder
 Amoxicillin
 Furosemide
 Diphenoxylate, Atropine
 Glyburide
 Ibuprofen
 Morphine Sulfate
 Nystatin, Neomycin, Gramicidin, Triamcinolone
 Nystatin
 Nystatin
 Nitroprusside
 Chloral Hydrate
 Labetalol Hydrochloride
 Desipramine
 Chlorzoxazone, Acetaminophen
 Penicillin VK
 Docusate Sodium, Casanthranol
 Dipyridamole
 Desipramine
 Promethazine
 Oxytocin
 Ampicillin
 Nifedipine
 Procainamide
 Oxacillin
 Albuterol

Pyridium	Phenazopyridine
Robaxin	Methocarbamol
Robinul	Glycopyrrolate
Rufin/Motrin	Ibuprofen
Septra/Bactrim	Trimethoprim/Sulfamethoxazole
Solu-Medrol	Methylprednisolone
Soma	Carisoprodol
Sumycin	Tetracycline
Surfak	Docusate Calcium 240 mg.
Tambocor	Flecainide
Therogran	Therapeutic Multivitamin
Theragran-M	Therapeutic Multivitamin with Minerals
Theragran Hematinic	Therapeutic Hematinic Vitamin
Thorazine	Chlorpromazine
Tonocard	Tocainida Hydrochloride
Urscholina/Duvold	Bethanechol
Valium	Diazepam
Vibramycin	Doxycycline
Vistarll Injection	Hydroxyzine HCl
Vistarll Capsules	Hydroxyzine Pamoate

6.6 EMPLOYEE REPORTING PROCEDURES DURING DISASTER OPERATIONS

The Town's employees must be prepared at all times to respond to disaster situations that may affect the residents of the Town. In order to accomplish this goal, the Town's administrative staff has developed a Hurricane Preparedness and Recovery Plan. During disaster operations, it is imperative that all Town employees follow the guidelines outlined in the plan. In addition, all Town employees should make advance plans for the safety of their families and personal property and be prepared to respond to the disaster threat well ahead of the general public.

Town employees are required to report for duty during disaster operations as directed by their Department Head. The Department Head will assign duties to the employees as outlined in the Hurricane Preparedness and Recovery Plan. All employees called to duty shall be given a specific reporting time, allowing for reasonable time to make arrangements for the safety of family and personal property. Employees may also be recalled to duty based upon the type and severity of the emergency. Failure to report for duty without prior leave approval from the Department Head shall result in termination of employment. After reporting to work, employees are prohibited from leaving their assigned post unless approved by the Department Head.

During a hurricane watch, all employees should make arrangements for the safety of family and personal property. If possible, family members should relocate to a safe area, well inland to avoid the effects of the approaching storm.

Employees directed to report for duty during a hurricane warning should bring appropriate personal supplies to enable them to effectively perform their duties for at least three days of operations. The following personal supplies should be assembled and brought in by personnel when reporting for duty: Extra uniforms, t-shirts, socks, underwear, shoes, toiletry articles

(toothbrush, toothpaste, deodorant, soap, shampoo, razor and shaving cream), rain gear, Town Identification Card, prescribed medications, mosquito repellent, and any other necessary items.

6.7 CHILDREN IN THE WORKPLACE

The Town supports “Take your Child to Work Day” one day a year during the spring. Beyond that day, children shall not be brought to the workplace by employees.

SECTION 7: LEAVES OF ABSENCE

7.1 FAMILY AND MEDICAL LEAVE OF ABSENCE

This policy is adopted to comply with the federal Family and Medical Leave Act as amended (FMLA). The function of this policy is to provide employees with a general description of their FMLA rights. In the event of any conflict between this policy and the applicable law, employees will be afforded all rights required by law.

The Town will administer this policy in a uniform, non-discriminatory fashion in accordance with all applicable laws, including but not limited to, the Americans with Disabilities Act. To the extent permitted by law, FMLA and any family/medical leave provided under state or local law will run concurrently.

Any questions not covered by this policy should be directed to the Human Resources Department.

WHO IS ELIGIBLE FOR FMLA LEAVE?

An employee is eligible for FMLA leave if he or she has worked for the Town for at least twelve (12) months and for at least 1,250 hours of service during the twelve-month period immediately preceding the commencement of the leave.

An employee who does not meet the eligibility criteria for FMLA leave may be eligible for leave under the Town's Personal Leave or other leave policies. Please contact Human Resources for more information.

REASONS FOR FMLA LEAVE AND COMPUTATION OF LEAVE PERIOD

A. An eligible employee may take up to a total of 12 workweeks of unpaid FMLA leave during a 12-month period for one or more of the following:

1. The birth of a son or daughter, and to care for the employee's newborn child;
2. The placement with the employee of a son or daughter for adoption or foster care;
3. To care for an employee's immediate family member (i.e., the spouse, child, parent of the employee), if such person has a serious health condition;
4. When a serious health condition makes the employee unable to perform the functions of his or her job; and
5. Because of any qualifying exigency arising out of the fact that the spouse, son, daughter, or parent of the employee is a servicemember on covered active duty (or has been notified of an impending call or order to covered active duty).

Computation of the 12-Week Period: An eligible employee is entitled to 12 workweeks of FMLA leave in a rolling 12-month period for one or a combination of the FMLA circumstances listed above, measured backward from the date an employee uses any leave under this policy. Each time an employee takes FMLA leave, the remaining FMLA leave entitlement would be any balance of the 12 workweeks which has not been used during the immediately preceding 12 months. For example, if an employee takes eight (8) weeks of FMLA qualifying leave during a rolling 12-month period, an additional four (4) weeks of FMLA leave could be taken during the same 12-month period.

B. Military Caregiver Leave: An eligible employee may take unpaid leave for up to a total of 26 workweeks in a “single 12-month period” to care for a covered servicemember with a serious injury or illness, if the employee is the spouse, son, daughter, parent, or next of kin of the servicemember.

Computation of the 26-Week Period: An eligible employee may take up to 26 workweeks of leave during a single 12-month period. This single 12-month period is measured forward from the date of the employee’s first use of FMLA leave to care for a covered servicemember and ends 12 months after that date. This leave is applied on a per covered servicemember, per injury basis, except that no more than 26 workweeks of leave may be taken within any single 12-month period.

During the single 12 month period, the employee is entitled to a combined total of 26 workweeks of leave for the employee’s leave to care for a covered servicemember and leave for any other FMLA qualifying reason, as listed above. Leave for any other FMLA qualifying reason is limited to 12 workweeks, even if the employee takes less than 14 workweeks of leave to care for the covered servicemember.

C. Restrictions on FMLA Leave.

1. Birth, Adoption or Foster Care Placement. An employee may not take FMLA leave for the birth, adoption, or foster care of a child if 12 months have passed since the birth, adoption, or placement of the child. An employee may not take FMLA leave on an intermittent or reduced schedule basis for the birth, adoption or foster placement of a healthy child without prior written approval of the Town.

2. Spouses Working for the Town: A husband and wife who both work for the Town and who are both eligible for FMLA leave may be limited to: (a) *a combined total of 12 workweeks of leave during any 12-month period* if the leave is taken for the birth, adoption or foster care placement of a son or daughter, or to care for the employee’s parent with a serious health condition, or (b) *a combined total of 26 workweeks of leave during any single 12-month period* for leave taken to care for a covered servicemember with a serious illness or injury and any other FMLA qualifying reason. These limitations apply even if the husband and wife are employed at different Town worksites. NOTE: A husband and wife may each take 12 weeks of FMLA leave if they are needed to care for their newborn, adopted or foster child who has a

serious health condition, provided that the husband and wife have not previously exhausted their FMLA entitlements during the applicable 12-month FMLA leave period.

EMPLOYEE NOTICE FOR FMLA LEAVE

When an employee provides notice of the need for leave, the employee must provide sufficient information for the Town to determine whether the leave qualifies as FMLA leave. If the employee fails to do so, the Town may deny the leave. Calling in “sick” without providing more information will not be considered sufficient notice to trigger FMLA leave. If the employee has previously taken FMLA leave and the employee seeks another FMLA leave for the same FMLA-qualifying reason, the employee must specifically reference either the qualifying reason for leave or the need for FMLA leave. Likewise, if the employee has been previously approved for FMLA leave for more than one qualifying reason, the employee’s notice must specify which FMLA-qualifying reason supports the employee’s current request for leave.

Foreseeable Leave: An employee must provide the Town’s Human Resources Director at least 30 days’ advance written notice before FMLA leave or other leave is to begin if the need for the leave is foreseeable based on an expected birth, placement for adoption or foster care, planned medical treatment for a serious health condition of the employee or of a family member, or the planned medical treatment for a serious injury or illness of a covered servicemember. When planning medical treatment, the employee must consult with the Town and make a reasonable effort to schedule the treatment so as not to unduly disrupt the Town’s operations, subject to the approval of the health care provider. The employee must also advise Human Resources as soon as practicable (e.g., on the same day or next business day) if the dates of a scheduled leave change or were initially unknown.

Unforeseeable Leave and Leave for a Qualifying Exigency: When an employee’s request for FMLA leave is not foreseeable or is due to a qualifying exigency (regardless of how far in advance such leave is foreseeable), the employee must provide notice (verbal or written) to his or her Department Head or the Human Resources Director as soon as is practicable under the facts and circumstances of the particular case.

If the employee does not comply with the notice and procedural requirements listed above, and no unusual circumstances justify the failure to comply, FMLA-protected leave may be delayed or denied depending on the facts of the particular case. An employee must respond to any inquiry by the Town as to the reasons for providing less than 30 days notice for foreseeable leave.

NOTICE OF ELIGIBILITY AND RIGHTS AND RESPONSIBILITIES

When an employee requests FMLA leave, or when the Town acquires knowledge that an employee’s leave may be for an FMLA-qualifying reason, the Town will notify the employee of his or her eligibility to take FMLA leave and his or her rights and responsibilities for taking FMLA leave. An employee has an obligation to respond to the Town’s questions designed to determine whether an absence is potentially FMLA-qualifying. Failure to comply with this requirement may result in the denial of FMLA leave.

CERTIFICATION REQUIREMENTS

A. Certification of Health Care Provider for a Serious Health Condition

When requesting leave based on a serious health condition of an employee or covered family member, the employee must give the Town a certification of a health care provider that includes all information required by the FMLA. (The certification forms are available from the Human Resources Department) Alternatively, the employee may provide an executed authorization or release allowing the Town to communicate directly with the health care provider.

If the medical certification is incomplete or insufficient, the Town will specify the deficiencies in the certification and the employee will have a reasonable opportunity to provide the information necessary to make the certification complete and sufficient. The Town may directly contact the health care provider for purposes of clarification and authentication of the medical certification after the employee has the opportunity to cure any deficiencies. This contact will be made by the Human Resources Department, a health care professional, or a management official., but not the employee's direct supervisor. In compliance with HIPAA Medical Privacy Rules which apply to the health care provider, the Town will obtain the employee's permission to clarify individually identifiable health information directly with the health care provider. If the employee does not provide the Town with such authorization, and does not otherwise clarify the certification, the Town may deny the taking of FMLA leave.

1. **Additional Medical Opinions:** If the Town has reason to doubt the validity of a medical certification, it may require an employee to obtain a second opinion from a health care provider designated by the Town. If this second opinion differs from that provided by the employee's physician, the Town may require the opinion of a third health care provider, designated jointly by the Town and the employee. The third opinion shall be final and binding. Upon request, the Town will provide the employee with a copy of the additional opinion(s).

Pending the receipt of the additional opinion, the employee will be considered as provisionally entitled to FMLA. If the additional opinion does not ultimately establish the employee's entitlement to FMLA leave, the leave shall not be designated as FMLA leave and may be treated as paid or unpaid leave under the Town's established leave policies.

2. **Annual Medical Certification and Recertification:** If the employee's need for leave due to the employee's own serious health condition or the serious health condition of the employee's covered family member lasts beyond a single year, the Town may require that the employee provide a new medical certification in each subsequent leave year. The Town may also request recertification of such leave during the leave in accordance with the applicable FMLA requirements. The employee has the same obligation to participate in the annual certification and recertification process as in the initial certification process.

B. Certification for Leave Taken because of a Qualifying Exigency

When requesting leave for a qualifying exigency, the employee must provide a certification that includes all the information requested by the FMLA and a copy of the covered military member's active duty orders or other documentation of a call to active duty status and dates of service. The Town may verify the basis for the qualifying exigency in accordance with the FMLA. A copy of the required certification form may be obtained at the Human Resources Department.

C. Certification for Leave Taken to Care for a Covered Servicemember (Military Caregiver Leave)

When requesting leave to care for a covered servicemember with a serious injury or illness, an employee must provide a certification completed by an authorized health care provider of the covered servicemember that includes all the information required by the FMLA, or alternatively, a copy of any "invitational travel orders" (ITOs), or "invitational travel authorizations" (ITAs) issued by the military to any family member (regardless of whether the employee is named). An ITO or ITA is sufficient certification for the duration of time specified in the ITO or ITA and if the employee needs leave beyond the time specified in the ITO/ITA, the employee must complete a certification form to cover the remainder of the leave period. The Town may also require the employee to provide confirmation of a covered family relationship to the seriously injured or ill servicemember. It is the employee's responsibility to provide the Town with complete and sufficient certification and failure to do so may result in the denial of FMLA leave.

D. Consequences of Not Providing the Certification or Curing Deficiencies

If an employee does not submit a certification or does not cure the deficiencies in a certification, the leave is not a FMLA-qualifying leave. If the absences do not qualify as leave under the Town's other leave policies, the absences ordinarily will be treated as unexcused absences and may result in corrective action up to and including termination of employment.

DESIGNATION OF FMLA LEAVE

When the Town has enough information to determine whether the employee's requested leave qualifies as FMLA, it will provide written notice to the employee as to whether the leave will be designated and counted as FMLA leave. Where appropriate, the Town may retroactively designate leave as FMLA leave upon notice to the employee or upon agreement with the employee.

INTERMITTENT OR REDUCED SCHEDULE LEAVE

An employee may take FMLA leave on an intermittent or a reduced schedule if medically necessary (and such medical need can best be accommodated through an intermittent or reduced leave schedule) because of the employee's or family member's serious health condition, or to care for a covered servicemember with a serious injury or illness. Leave due to a qualifying exigency may also be taken on an intermittent or reduced leave schedule basis.

If an employee needs intermittent or reduced schedule leave for planned medical treatment for the employee, covered family member or covered servicemember, the employee must make a reasonable effort to schedule the treatment so as not to unduly disrupt the Town's operations. In this situation, the Town reserves the right to transfer the employee temporarily to an available alternative position for which the employee is qualified and which better accommodates recurring periods of FMLA leave. The alternative position will have equivalent pay and benefits as the previous position, but may not have equivalent duties.

The Town will account for intermittent or reduced schedule leave of less in ¼ hour (15-minute) increments. The employee's FMLA entitlement is reduced by the amount of leave taken during the applicable period. The employee is responsible for tracking his or her individual intermittent leave time taken. Failure to accurately record intermittent leave time, or recording non-FMLA absences as intermittent FMLA leave, may result in corrective action, up to and including termination from employment.

REPORTING TO THE TOWN WHILE ON LEAVE

An employee on FMLA leave or any other type of leave for medical or health reasons may be required to report on a periodic basis regarding his or her status and intention to return to work. If circumstances change and the employee needs either more or less leave, the Town requires that the employee provide the Town with reasonable notice (i.e., within two (2) business days) of the changed circumstances, where foreseeable. The Human Resources Department will inform the employee how often the employee must report to the Town while on leave.

RELATIONSHIP BETWEEN FMLA LEAVE PAID LEAVE TIME

The Town requires that the employee use his or her accrued paid leave time (sick time and vacation or PTO) during FMLA leave. After the employee exhausts his or her paid leave time, the remainder of the employee's FMLA leave will be unpaid with the exception of any temporary disability benefits under the Florida Workers' Compensation Law or short-term disability benefits.

A. **Workers' Compensation Injury:** If the employee is injured on the job and the injury qualifies as a serious health condition under the FMLA, the Town requires that the time off for the injury be counted against the employee's FMLA leave entitlement. The Town and the employee may agree to have the employee's unused, accrued paid leave time (sick time and vacation or PTO) supplement the employee's temporary disability benefits under the Florida Workers' Compensation Law where those benefits only provide replacement income for a portion of an employee's regular pay or salary. The employee is not required to use any paid leave time while receiving temporary disability benefits.

NOTE: If an employee receives supplemental pay from the Town during any portion of his or her FMLA leave for a workplace injury (see Policy No. 7.3 Workers' Compensation Leave of Absence), the employee may not use paid leave time to supplement the employee's temporary disability benefits under the Florida Workers' Compensation Law.

B. Short Term Disability: If the employee is eligible for and is using the Town's short-term disability plan for a serious health condition, the Town requires that the time off taken under the disability plan be counted against the employee's FMLA leave entitlement. The Town and the employee may agree to have unused, accrued paid leave time (sick time and vacation or PTO) supplement the employee's short-term disability benefits where the benefits only provide replacement income for a portion of an employee's regular pay or salary. The employee is not required to use any paid leave time while receiving benefits under the Town's short-term disability plan and the employee is not required to apply for short-term disability benefits to take FMLA leave.

ACCRUAL OF SENIORITY AND PAID LEAVE TIME WHILE ON FMLA LEAVE

The employee will not accrue any seniority or paid leave time (sick time and vacation or PTO) while on unpaid FMLA leave. Accrual of any seniority and paid leave time will resume upon return to active employment. The taking of FMLA leave will not result in the loss of any paid leave time that the employee accrued prior to the date on which FMLA leave started except to the extent such paid leave time is used during FMLA leave.

BENEFITS WHILE ON FMLA LEAVE

The Town will continue to pay its portion of the employee's group health and dental insurance premiums while the employee is on FMLA leave. The employee is responsible for making arrangements with the Town's Human Resources and Finance Departments to pay the employee portion of group health and dental insurance premiums and the costs of any other elected insurance coverage in an amount equal to the amount the employee would have paid via payroll deduction, no later than the first day of the month. If FMLA leave is foreseeable, the employee may pre-pay the required premium by withholding this additional amount from his or her paycheck prior to the start of FMLA leave. If FMLA leave is taken with paid leave time (sick time and vacation or PTO) or with supplemental pay from the Town (see Policy No. 7.3 Workers' Compensation Leave of Absence), the premiums will be deducted from the employee's paycheck during FMLA leave as a regular payroll deduction. Failure to make timely payments will result in discontinuation of coverage.

If the employee does not return to work after his or her FMLA leave, the employee's group health plan coverage will end and the employee will receive a separate notice that provides details about COBRA coverage.

It is the employee's responsibility during FMLA leave to add a spouse or new dependent child(ren) to the group health plan in a timely manner if such coverage is desired.

RETURN TO WORK

To return to work from a FMLA leave for his or her own serious health condition, the employee is required to provide a fitness for duty certification from the employee's health care provider on or before the day the employee returns to work. The fitness for duty certification must address the employee's ability to perform the essential functions of his or her position as listed in the job description. If the employee is released to return to work with any medical

restrictions, the fitness for duty certification should specify those medical restrictions and the expected duration of the restrictions.

The employee must pay any costs associated with the completion of the fitness for duty certification (including the costs of the applicable health care provider) and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification.

If the employee fails to provide a timely fitness for duty certification, the Town may delay the employee's restoration to employment until the completed fitness for duty certification is provided. If the employee does not produce the certification, the employee may be terminated from employment.

An employee who fails to return to work within one (1) day after the expiration of his or her approved FMLA leave will be treated as a voluntary resignation, absent a request and authorization for an extension of leave or an accommodation under the Americans With Disabilities Act (ADA). Any such request must be submitted in writing to the Human Resources Department at least two (2) weeks prior to the expiration date of the employee's approved FMLA leave of absence, or as soon as reasonably practicable after determining the basis for the extension request. The effective date of an employee's voluntary resignation will be the day following the expiration of his or her FMLA leave.

REINSTATEMENT

When the employee timely returns from FMLA leave, he or she will be restored to the position held when FMLA leave started, or to an equivalent position with equivalent benefits, pay, and other terms and conditions of employment. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he or she had been continuously employed during FMLA leave.

A. Key Employee Exception: Salaried eligible employees (who are among the highest paid 10 percent of the employees employed by the Town within 75 miles of the facility at which the employees are employed) will not be guaranteed restoration to the position held at the start of the FMLA leave or to an equivalent position on the return to work from FMLA leave if restoration would create a substantial and grievous economic injury to the Town's operations and if the Town notifies the employee in accordance with the FMLA.

TRANSFER ELIGIBILITY

An employee is not permitted to apply for a transfer during his or her FMLA leave unless mutually agreed by the employee, the employee's Department Head, and the Town Coordinator.

OUTSIDE EMPLOYMENT DURING FMLA LEAVE

An employee on FMLA leave may not work at another job during the duration of the leave when such outside employment is inconsistent with the FMLA leave approved by the Town. An employee on leave must notify his or her Department Head and the Human Resources

Department if he or she is employed in another position with an outside employer. Failure to disclose this information may lead to corrective action.

DEFINITIONS

The Town adopts the definitions of the FMLA, as amended. This policy lists some of the commonly used definitions.

A. “Serious health condition” is defined as an illness, injury, impairment, or physical or mental condition that involves one of the following:

1. Inpatient Care: An overnight stay in a hospital, hospice, or residential medical care facility, including any period of incapacity or subsequent treatment in connection with or consequent to such inpatient care. “Incapacity,” for purposes of the FMLA means inability to work, attend school or perform other regular daily activities due to the serious health condition, treatment therefore, or recovery there from.

2. Absence Plus Treatment: A period of incapacity of more than three consecutive, full calendar days (including any subsequent treatment or period of incapacity relating to the same condition) that also involves: (a) Treatment two (2) or more times within thirty (30) days of the first day of incapacity, unless extenuating circumstances exist, by a health care provider, by a nurse or physician's assistant under direct supervision of a health care provider, or by a provider of health care services (e.g., physical therapist) under orders of, or on referral by, a health care provider; or (b) Treatment by a health care provider on at least one (1) occasion which results in a regimen of continuing treatment under the supervision of the health care provider. For purposes of the FMLA, “treatment by a health care provider” means an in-person visit to a health care provider, and the initial (or only) treatment visit must take place within seven (7) days of the first day of incapacity.

3. Pregnancy: Any period of incapacity due to pregnancy, or for prenatal care.

4. Chronic Conditions Requiring Treatments: A chronic condition which: (a) Requires periodic visits at least twice a year for treatment by a health care provider, or by a nurse or physician's assistant under direct supervision of a health care provider; (b) Continues over an extended period of time (including recurring episodes of a single underlying condition); and (c) May cause episodic rather than a continuing period of incapacity (e.g., asthma, diabetes, epilepsy, etc.).

5. Permanent/Long-term Conditions Requiring Supervision: A period of incapacity which is permanent or long-term due to a condition for which treatment may not be effective. The employee or family member must be under the continuing supervision of, but need not be receiving active treatment by, a health care provider. Examples include Alzheimer's disease, a severe stroke, or the terminal stages of a disease.

6. Multiple Treatments (Non-Chronic Conditions): Any period of absence to receive multiple treatments (including any period of recovery there from) by a health care provider or

by a provider of health care services under orders of, or on referral by, a health care provider, for: (a) restorative surgery after an accident or other injury; or (b) a condition that would likely result in a period of incapacity of more than three (3) consecutive full calendar days in the absence of medical intervention or treatment, such as cancer (chemotherapy, radiation, etc.), severe arthritis (physical therapy), and kidney disease (dialysis).

B. “Son or Daughter” means a biological, adoptive, foster or stepchild, a legal ward, or a child of a person standing in loco parentis by providing day-to-day care and financial support, where the child is under age 18, or age 18 or older and incapable of self-care because of a physical or mental disability. For military family leave, a son or daughter may be of any age.

C. “Parent” means a biological, adoptive, step or foster parent, or any other individual who stood in loco parentis to the employee when the employee was a son or daughter (as defined above). This term does not include the employee’s parents “in law.”

D. “Intermittent Leave” is leave taken in separate blocks of time due to a single qualifying reason rather than for one continuous period of time, and may include leave of periods from an hour or more to several weeks. A “reduced leave” schedule is a leave schedule that reduces an employee’s usual number of working hours per workweek, or hours per workday.

E. “Qualifying Exigency” includes leave for one or more of the following arising out of the fact that the spouse, son, daughter, or parent of the employee is a servicemember on covered active duty (or has been notified of an impending call or order to covered active duty):

1. Short-notice deployment (up to seven (7) calendar days).

2. Attending certain military events and related activities, such as official ceremonies or programs related to the servicemember’s active duty status or to attend family support or assistance programs and informational briefings sponsored or promoted by the military, military service organizations or the American Red Cross that are relative to the servicemember’s active duty status;

3. Certain childcare and related school activities such as arranging for alternative childcare, providing childcare on a non-routine, urgent, immediate need basis, enrolling or transferring a child in a new school or day care facility, or attending certain meetings at a school or a daycare facility if they are necessary due to circumstances arising from the active duty or call to active duty or the covered family member;

4. Making or updating financial and legal arrangements to address a covered military member’s absence while on active duty or call to active duty status or to act as the covered military member’s representative before a federal, state or local agency for the purposes of obtaining or arranging or appealing military service benefits while the covered military member is on active duty or a call to active duty status;

5. Attending counseling provided by someone other than a health care provider for oneself, for the covered military member, or for the child of the covered military member, the need for which arises from the active duty or call to active duty status of the covered military member.

6. Taking up to five days of leave to spend time with a covered military member who is on short-term temporary, rest and recuperation leave during the period of deployment.

7. Attending to certain post-deployment activities, including attending arrival ceremonies, reintegration briefings and events, and other official ceremonies or programs sponsored by the military for a period of 90 days following the termination of the covered military member's active duty status, and addressing issues arising from the death of a covered military member.

8. Any other event that the Town and the employee agree is a qualifying exigency.

F. "Covered Active Duty" means - (i) in the case of a member of a regular component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country; and (ii) in the case of a member of a reserve component of the Armed Forces, duty during the deployment of the member with the Armed Forces to a foreign country under a call or order to active duty under a provision of law referred to in section 101(a)(13)(B) of title 10, United States Code.

G. "Covered Servicemember" means - (i) a member of the Armed Forces (including a member of the National Guard or Reserves) who is undergoing medical treatment, recuperation, or therapy, is otherwise in outpatient status, or is otherwise on the temporary disability retired list, for a serious injury or illness; or (ii) a veteran who is undergoing medical treatment, recuperation, or therapy for a serious injury or illness and who was a member of the Armed Forces (including a member of the National Guard or Reserves) at any time during the period of five (5) years preceding the date on which the veteran undergoes that medical treatment, recuperation, or therapy.

EMPLOYEE RIGHTS AND RESPONSIBILITIES UNDER THE FAMILY AND MEDICAL LEAVE ACT

Basic Leave Entitlement

FMLA requires covered employers to provide up to 12 weeks of unpaid, job-protected leave to eligible employees for the following reasons:

- For incapacity due to pregnancy, prenatal medical care or child birth;
- To care for the employee's child after birth, or placement for adoption or foster care;
- To care for the employee's spouse, son or daughter, or parent, who has a serious health condition; or
- For a serious health condition that makes the employee unable to perform the employee's job.

Military Family Leave Entitlements

Eligible employees with a spouse, son, daughter, or parent on active duty or call to active duty status in the National Guard or Reserves in support of a contingency operation may use their 12-week leave entitlement to address certain qualifying exigencies. Qualifying exigencies may include attending certain military events, arranging for alternative childcare, addressing certain financial and legal arrangements, attending certain counseling sessions, and attending post-deployment reintegration briefings.

FMLA also includes a special leave entitlement that permits eligible employees to take up to 26 weeks of leave to care for a covered servicemember during a single 12-month period. A covered servicemember is a current member of the Armed Forces, including a member of the National Guard or Reserves, who has a serious injury or illness incurred in the line of duty on active duty that may render the servicemember medically unfit to perform his or her duties for which the servicemember is undergoing medical treatment, recuperation, or therapy; or is in outpatient status; or is on the temporary disability retired list.

Benefits and Protections

During FMLA leave, the employer must maintain the employee's health coverage under any "group health plan" on the same terms as if the employee had continued to work. Upon return from FMLA leave, most employees must be restored to their original or equivalent positions with equivalent pay, benefits, and other employment terms.

Use of FMLA leave cannot result in the loss of any employment benefit that accrued prior to the start of an employee's leave.

Eligibility Requirements

Employees are eligible if they have worked for a covered employer for at least one year, for 1,250 hours over the previous 12 months, and if at least 50 employees are employed by the employer within 75 miles.

Definition of Serious Health Condition

A serious health condition is an illness, injury, impairment, or physical or mental condition that involves either an overnight stay in a medical care facility, or continuing treatment by a health care provider for a condition that either prevents the employee from performing the functions of the employee's job, or prevents the qualified family member from participating in school or other daily activities.

Subject to certain conditions, the continuing treatment requirement may be met by a period of incapacity of more than 3 consecutive calendar days combined with at least two visits to a health care provider or one visit and a regimen of continuing treatment, or incapacity due to pregnancy, or incapacity due to a chronic condition. Other conditions may meet the definition of continuing treatment.

Use of Leave

An employee does not need to use this leave entitlement in one block. Leave can be taken intermittently or on a reduced leave schedule when medically necessary. Employees must make reasonable efforts to schedule leave for planned medical treatment so as not to unduly disrupt the employer's operations. Leave due to qualifying exigencies may also be taken on an intermittent basis.

Substitution of Paid Leave for Unpaid Leave

Employees may choose or employers may require use of accrued paid leave while taking FMLA leave. In order to use paid leave for FMLA leave, employees must comply with the employer's normal paid leave policies.

Employee Responsibilities

Employees must provide 30 days advance notice of the need to take FMLA leave when the need is foreseeable. When 30 days notice is not possible, the employee must provide notice as soon as practicable and generally must comply with an employer's normal call-in procedures.

Employees must provide sufficient information for the employer to determine if the leave may qualify for FMLA protection and the anticipated timing and duration of the leave. Sufficient information may include that the employee is unable to perform job functions, the family member is unable to perform daily activities, the need for hospitalization or continuing treatment by a health care provider, or circumstances supporting the need for military family leave. Employees also must inform the employer if the requested leave is for a reason for which FMLA leave was previously taken or certified. Employees also may be required to provide a certification and periodic recertification supporting the need for leave.

Employer Responsibilities

Covered employers must inform employees requesting leave whether they are eligible under FMLA. If they are, the notice must specify any additional information required as well as the employees' rights and responsibilities. If they are not eligible, the employer must provide a reason for the ineligibility.

Covered employers must inform employees if leave will be designated as FMLA-protected and the amount of leave counted against the employee's leave entitlement. If the employer determines that the leave is not FMLA-protected, the employer must notify the employee.

Unlawful Acts by Employers

FMLA makes it unlawful for any employer to:

- Interfere with, restrain, or deny the exercise of any right provided under FMLA;
- Discharge or discriminate against any person for opposing any practice made unlawful by FMLA or for involvement in any proceeding under or relating to FMLA.

Enforcement

An employee may file a complaint with the U.S. Department of Labor or may bring a private lawsuit against an employer.

FMLA does not affect any Federal or State law prohibiting discrimination, or supersede any State or local law or collective bargaining agreement which provides greater family or medical leave rights.

FMLA section 109 (29 U.S.C. § 2619) requires FMLA covered employers to post the text of this notice. Regulations 29 C.F.R. § 825.300(a) may require additional disclosures.



For additional information:
1-866-4US-WAGE (1-866-487-9243) TTY: 1-877-889-5627
WWW.WAGEHOUR.DOL.GOV



U.S. Department of Labor | Employment Standards Administration | Wage and Hour Division

WHD Publication 1420 Revised January 2009

7.2 GRANDPARENT LEAVE

An employee may take leave to care for a grandparent with a serious health condition on the same terms and conditions as leave is permitted under the Family and Medical Leave Act to care for a parent with a serious health condition. (See Policy No. 7.1 Family and Medical Leave Of Absence)

An employee is eligible for leave under this policy if he or she is employed by the Town for at least twelve (12) months and for at least 1,250 hours of service during the twelve-month period immediately preceding the commencement of leave.

For purposes of this policy, “grandparent” means any grandparent of an employee for whom the employee has assumed primary financial responsibility.

NOTE: If the grandparent stood in loco parentis to the employee when the employee was a child (see Policy No. 7.1 Family and Medical Leave Of Absence), the employee’s leave will be governed by the Town’s FMLA policy.

7.3 WORKERS’ COMPENSATION LEAVE OF ABSENCE

PURPOSE

To provide an authorized leave of absence from work to eligible employees who incur a compensable work-related injury or illness, as determined by the Town’s Workers’ Compensation insurance carrier. This policy further applies to those claims that are conditionally compensable during the 120-day investigation period under Florida law. This policy sets forth the conditions for the integration of state-mandated Workers’ Compensation benefits with a leave of absence offered by the Town. This policy does not cover absences for claims that are not accepted as compensable or claims that are denied pursuant to the 120-day investigation period under Florida law.

This policy does not preclude the Town from terminating an employee for reasons unrelated to this policy.

The Town will administer this policy in a uniform, non-discriminatory fashion in accordance with applicable laws, including but not limited to, the Americans With Disabilities Act and the Family and Medical Leave Act.

ELIGIBILITY

This policy applies to all part-time and full-time employees beginning on the first day of employment. A part-time or full-time employee who is absent from work for more than three (3) consecutive days due to a work-related injury or illness will be placed on a Workers’ Compensation leave of absence, provided that the employee satisfies the requirements for this leave.

LEAVE DURATION

The length of an employee's Workers' Compensation leave of absence will be the period of time that the employee is medically unable to work or that the employee has temporary work restrictions that the Town is unable to accommodate at that time. The employee's ability to work and work restrictions shall be determined by the authorized Workers' Compensation health care provider, however the Town reserves the right to obtain an independent medical examination (IME) to verify the employee's status.

The maximum length of leave under this policy is twenty-four (24) weeks in a rolling 12 month period measured backward from the date that the employee uses any leave under this policy.

Any request for an extension of leave will be reviewed by the Town's Human Resources Director in conjunction with the Town Coordinator, Assistant Town Coordinator and/or Department Head and in accordance with the Americans with Disabilities Act ("ADA"), as amended.

RELATIONSHIP TO THE FAMILY AND MEDICAL LEAVE ACT (FMLA)

If the employee's work-related injury or illness qualifies as a "serious health condition" under the FMLA and the employee is eligible for FMLA leave, the employee's Workers' Compensation leave of absence will run concurrently with the employee's FMLA leave. In this circumstance, the employee's leave will be administered in accordance with the provisions of this policy and the Town's Family and Medical Leave of Absence policy (See Policy No. 7.1)

COMPENSATION DURING LEAVE FOR PART-TIME EMPLOYEES

A part-time employee's Workers' Compensation leave of absence is unpaid, except to the extent that the employee receives temporary disability benefits from the Town's Workers' Compensation insurance carrier in accordance to Florida Law.

COMPENSATION DURING LEAVE FOR FULL-TIME EMPLOYEES

A. Leave Is Twelve Weeks or Less. A full-time employee's Workers' Compensation leave of absence for twelve (12) weeks or less is unpaid, except to the extent that the employee receives temporary disability benefits from the Town's Workers' Compensation insurance carrier or uses accrued paid leave time as provided below.

If the employee receives temporary disability benefits and the leave qualifies for FMLA leave, the employee may elect to use his or her accrued paid leave time (sick time and vacation or PTO) during weeks 1 through 12 of the leave in an amount up to the amount of the employee's regular pay or salary. (See Policy No. 7.1 Family and Medical Leave of Absence)

If the employee does not receive temporary disability benefits during this time, the employee is required to use his or her accrued paid leave time (sick time and vacation or PTO) during the leave.

B. Leave During Weeks Thirteen to Twenty-Four. If a full-time employee's Workers' Compensation leave of absence continues for thirteen (13) to twenty-four (24) weeks and the employee receives temporary disability benefits during this time, the employee may be eligible for a supplemental pay benefit from the Town. The Town will pay the difference between the temporary disability benefit amount and the eligible employee's regular pay or salary during weeks 13 through 24 of the employee's leave. The employee may not use any accrued paid leave time (sick leave, vacation or PTO) during the time that he or she receives supplemental pay from the Town under this policy.

If the employee sustained a work-related injury or illness as a result of the employee's violation of the Town's policies or procedures or misconduct as determined by the Town Coordinator, or did not timely report the work-related injury or illness, the employee is not eligible for the supplemental pay benefit. If the employee is not eligible for the supplemental pay benefit, the employee is required to use his or her accrued paid leave time (sick time and vacation or PTO) during the leave.

If the employee does not receive temporary disability benefits, the employee is required to use his or her accrued paid leave (sick time and vacation or PTO) during weeks 13 through 24 of the leave.

BENEFITS WHILE ON LEAVE

The Town will continue to pay its portion of the employee's group health and dental insurance premiums while the employee is on an authorized leave of absence under this policy. The employee is responsible for making arrangements with the Town's Human Resources and Finance Departments to pay the employee portion of group health and dental insurance premiums and the costs of any other elected insurance coverage in an amount equal to the amount the employee would have paid via payroll deduction, no later than the first day of the month. If the Workers' Compensation leave is taken with the employee's paid leave time (sick time and vacation or PTO) or the employee receives supplemental pay from the Town, the premiums will be deducted from the employee's paycheck during the leave as a regular payroll deduction. Failure to make timely payments will result in discontinuation of coverage.

RETURN TO WORK

An employee is required to provide a fitness-for-duty certification from a health care provider to the Human Resources Department on or before the day the employee returns to work. The fitness for duty certification must address the employee's ability to perform the essential functions of his or her position as listed in the job description. If the employee is released to return to work with any medical restrictions, the fitness-for-duty certification must specify those medical restrictions and the expected duration of the restrictions.

The Florida Workers' Compensation Uniform Medical Treatment/Status Reporting form (referred to as a "DWC-25 form") completed by the authorized workers' compensation health care provider satisfies the requirement of a fitness-for-duty certification under this policy, provided that the completed form addresses the employee's ability to perform the essential functions of his or her position as listed in the job description. If the completed DWC-25 form

does not address the employee's ability to perform the essential functions of his or her position, the employee must submit a separate fitness-for-duty certification from a health care provider with that information. **Employees are encouraged not to leave the office of the authorized workers' compensation health care provider without receiving their completed DWC-25 form.**

If the employee fails to provide a fitness-for-duty certification on or before his or her return to work, the Town may delay the employee's restoration to employment until the certification is provided to the Town. If the employee does not produce the certification within the time period specified by the Town, the employee may be terminated from employment.

SUPPLEMENTAL PAY FOR THERAPY OR MEDICAL TREATMENT SESSIONS

If a full-time employee receives medical treatments or therapy for the work-related injury or illness after his or her return to work, the employee may be eligible for a supplemental pay benefit from the Town. The Town will pay the full-time employee at his or her regular rate of pay for up to one (1) hour per session to participate in physical, occupational, or other therapy or to attend a medical treatment prescribed by a health care provider for the employee's work-related injury or illness. This compensation will be paid for a maximum of 36 therapy or medical treatment sessions for the same injury or illness and the sessions must occur within 24 weeks from the date of the employee's injury or illness. The full-time employee must be an active employee (i.e., not on a leave of absence) on the date of the medical treatment or therapy sessions to be eligible for this supplemental pay benefit.

FAILURE TO RETURN TO WORK

An employee who fails to return to work within one (1) day after the expiration of his or her approved Workers' Compensation leave of absence will be treated as a voluntary resignation, absent a request for an extension of leave or an accommodation under the ADA. Any such request must be submitted in writing to the Human Resources Department at least two (2) weeks prior to the expiration date of the employee's approved Workers' Compensation leave of absence, or as soon as reasonably practicable after determining the basis for the extension request. The effective date of an employee's voluntary resignation will be the day following the expiration of his or her leave of absence under this policy.

REINSTATEMENT

If the approved Workers' Compensation leave is for twenty-four (24) weeks or less and the employee has been released to work by an authorized Workers' Compensation health care provider to perform his or her essential job functions, the Town will return the employee to the employee's former position or to the same department and classification in which the employee was working prior to the leave of absence, or a substantially equivalent position. An employee has no greater right to reinstatement or to other benefits and conditions of employment than if he or she had been continuously employed during a Workers' Compensation leave of absence.

If the employee has reached maximum medical improvement and is released to return to work, but is unable to perform the essential functions of his or her position (either with or without a

reasonable accommodation), the employee may request an alternative position within his or her physical and vocational capabilities. Such a request should be submitted as far in advance of the employee's scheduled return to work date as is practicable under the facts and circumstances of the s possible. The Town will evaluate any such request in conjunction with its staffing and departmental needs and in accordance with the Town's ADA policy.

The employee will be deemed to have voluntarily resigned his or her employment if the employee: (1) does not accept the Town's job offer for his or her return to work within the time specified by the Town; or (2) does not return to work on an agreed date at the end of this leave, unless the employee is entitled to take additional time off under applicable law (e.g., FMLA) or is authorized to take additional leave under the Town's other leave policies or in accordance with the Americans with Disabilities Act. An employee's failure to accept the Town's job offer to return to work may affect his or her impairment benefits under Florida law.

NOTE: Sworn police officers and sergeants should contact the Human Resources Department for information concerning the duration of a leave of absence for a workplace injury and the supplemental pay benefit currently applicable to those positions.

7.4 MILITARY LEAVE

The Town will grant military leave to all eligible full-time and part-time employees who are performing or have performed military service in accordance with applicable federal and state laws. Benefits, seniority, and reinstatement will be in accordance with applicable laws. Employees seeking military leave should contact Human Resources for further details concerning notice requirements, appropriate documentation, amount of leave, benefits, and reinstatement rights.

FLORIDA NATIONAL GUARD SERVICE LEAVE

An employee who is a member of the Florida National Guard shall, upon presentation of a copy of the employee's official orders issued pursuant to Chapter 250, Florida Statutes, to the Human Resources Department, be granted leave during periods in which the employee is ordered to active state service by the Governor of Florida. The first thirty (30) calendar days of leave for each period of active state service shall be with pay. Employees may elect to be paid their accrued vacation and sick time or paid time off (PTO) for any active state service time in excess of 30 calendar days.

MILITARY RESERVE AND NATIONAL GUARD TRAINING LEAVE

An employee who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the Florida National Guard shall, upon presentation of a copy of the employee's official orders to the Human Resources Department, be granted leave with pay for a maximum of seventeen (17) working days per calendar year (January-December) during which the employee is ordered to active or inactive duty training. Employees may elect to be paid their accrued vacation and sick time or PTO for any training time in excess of 17 working days.

ACTIVE MILITARY SERVICE LEAVE

Upon presentation of the employee's official orders to the Human Resources Department, the Town shall grant leave with pay to an employee who is a commissioned reserve officer or reserve enlisted personnel in the United States military or naval service or a member of the Florida National Guard and is ordered to active military service. The first thirty (30) calendar days of leave for each period of active military service shall be with pay. Employees may elect to be paid their accrued vacation and sick time or PTO for any active military service time in excess of 30 calendar days in an amount necessary to bring the employee's total salary, inclusive of his or her base military pay, to the level the employee earned at the time called to active duty.

7.5 JURY DUTY AND WITNESS LEAVE

JURY DUTY

A full-time employee who is summoned to Jury Duty by a court of competent jurisdiction shall be granted time off with pay provided the employee provides a copy of the summons to his or her supervisor at least five (5) work days prior to commencement of service as a juror. Any employee who is released from Jury Duty and has a half a day or more of regularly scheduled work time remaining, shall report to work as soon as possible. Proof of time served on Jury Duty shall be required. According to Florida Statute section 40.24, each juror who serves more than three (3) days is entitled to be paid by the State for the fourth day of service and each day thereafter at the rate of thirty dollars (\$30) per day of service. The Town shall withhold from the employee's usual wages or salary an amount equal to the statutory fees to which the employee is entitled for serving as a juror as permitted in the Miami-Dade County Code, section 11-32.

WITNESS IN A LEGAL ACTION

If an employee is required to act as a witness or is deposed in a legal action at the request of the Town or where the employee has been subpoenaed to testify on behalf of the Town or concerning Town business, the employee will receive the necessary time off with full pay. An employee is required to notify his or her Department Head as soon as practicable after receiving a subpoena or other notice to attend any judicial proceeding involving the Town.

An employee may use his or her accrued vacation or personal time off (PTO), in accordance with the Town's policies, to act as a witness at trial or deposition or to attend proceedings in connection with a personal or non-Town related legal action, or in connection with a personal matter of another employee. If the employee has previously exhausted his or her accrued vacation or PTO time, the employee may apply for an unpaid leave of absence. The employee must submit documentation of the proceedings, including any notice or subpoena compelling the employee's appearance at deposition, hearing or trial.

7.6 BEREAVEMENT LEAVE

Upon approval of the Department Head, a full-time employee may, upon request, be granted up to four (4) working days of leave with pay in the unfortunate event of a death in his or her

immediate family. The employee's immediate family shall be defined as the employee's spouse, father, mother, step-parents, natural, step and adopted children, brother, sister, father-in-law, mother-in-law, grandparents, brother-in-law and sister-in-law, and grandparents-in-law.

The four days of bereavement leave must be taken consecutively and the employee must attend the funeral of the deceased family member to be eligible for bereavement leave. If an employee needs time in excess of four days, he or she may request accrued vacation time or PTO with the approval of the Town Coordinator. The Town reserves the right to request all pertinent information including deceased relative's name, relationship of the employee to the deceased, the name and address of the funeral home, and the date of the funeral.

7.7 VOTING

Employees are encouraged to exercise their right to vote outside of their scheduled working hours.

7.8 DOMESTIC AND SEXUAL VIOLENCE LEAVE OF ABSENCE

The Town provides leave from work to employees who require time off to deal with the issue or effects of domestic or repeat violence or sexual violence, and to conform to the Miami-Dade County Domestic Leave and Reporting Ordinance and Florida Statutes § 741.313.

ELIGIBILITY

To be eligible for domestic violence leave, an employee must have been employed by the Town for at least ninety (90) days and for at least three hundred and eight (308) hours of service with the Town during the previous ninety (90) days.¹

To be eligible for sexual violence leave, an employee must have been employed by the Town for three (3) or more months.

REASONS FOR LEAVE

A. Domestic Violence Leave. Eligible employees who are victims of domestic violence are entitled to a total of thirty (30) work days of unpaid domestic violence leave during any twelve (12) month period for one or more of the following:

1. To obtain or receive medical and/or dental assistance for a medical and/or dental problem resulting from domestic or repeat violence, including obtaining such services for the employee's family or household member;

¹ An employee who has worked for the Town for at least 3 months, but has not met the hours of service requirement under the Miami-Dade County Ordinance (i.e., 308 hours during the previous 90 days), is only eligible for 3 days of domestic violence leave under Florida law.

2. To obtain and receive legal assistance relating to domestic or repeat violence, including but not limited to criminal prosecution, injunction for protection, protective order, divorce, custody of children, and child support;

3. To attend court appearances relating to domestic or repeat violence, including but not limited to criminal prosecution, injunction for protection, protective order, divorce, custody of children, and child support;

4. To attend counseling or support services, including counseling or support services for dependent children;

5. To make the employee's home secure from the perpetrator of the domestic violence or to seek new housing to escape the perpetrator; or

6. To make any other arrangements necessary to provide for the safety and well-being of an employee subject to domestic or repeat violence.

B. Sexual Violence Leave. Eligible employees who are victims of sexual violence are entitled to a total of 3 days of sexual violence leave for the purposes outlined in paragraphs A.1-6 above.

REQUEST FOR LEAVE

An employee seeking domestic or sexual violence leave must provide the Town with written notice of his or her request for leave as far in advance of the desired leave as possible. The request should be submitted to the Human Resource Department. If the need for leave is not foreseeable, the employee must provide notice (verbal or written) as soon as is practicable under the facts and circumstances of the particular case and in accordance with his or her department's procedures for unforeseeable absences.

Prior to requesting domestic violence leave, an employee must use all of his or her accrued vacation or PTO. Prior to requesting sexual violence leave, an employee must use all of his or her accrued vacation and sick time or PTO. Based on the employee's individual circumstances, the Town Coordinator may approve a domestic violence or sexual violence leave before the employee has used all of his or her accrued leave time.

Except in case of imminent danger, an employee must submit a personnel action form (PAF) to his/her immediate supervisor or the Human Resources Director for approval along with sufficient documentation of the act of domestic or sexual violence.

An employee may take domestic or sexual violence leave intermittently or on a reduced leave schedule and the Town will account for the leave in ¼ hour (15-minute) increments. However, if an employee requests an intermittent leave or reduced leave that is foreseeable based on a planned schedule, the Town may require that such employee transfer temporarily to an available alternative position for which the employee is qualified and that has equivalent pay and benefits, and better accommodates recurring periods of leave.

Domestic or sexual violence leave may be taken in addition to family leave under the Town's Family and Medical Leave Act policy (See Policy No. 7.1) provided that the employee qualifies for FMLA leave.

CERTIFICATION AND CONFIDENTIALITY

A request for domestic violence or sexual violence leave must be supported by certification issued by an authorized person such as a health care provider, attorney of record, counselor, law enforcement agency, clergy, domestic violence advocacy agency, domestic violence center or domestic violence shelter. The certification will be sufficient if it indicates that the employee is being subjected to domestic or repeat violence, or sexual violence, and needs time off to attend to one of the aforementioned matters.

To the extent possible, information regarding the employee's request for leave under this policy will be kept confidential.

If the employee took leave to obtain or receive medical and/or dental assistance for him/herself, the employee must provide a fitness for duty certification from the employee's health care provider in order to return to work. The Town will specify the information that must be provided on the fitness for duty certification. The employee must pay the cost of obtaining the fitness for duty certification and the employee is not entitled to be paid for the time or travel costs spent to obtain the certification. If the employee fails to provide such a certification before the leave ends, the Town may delay the employee's restoration to employment until the fitness for duty certification is provided to the Town. If the employee never produces the certification, the employee may be terminated from employment.

EMPLOYMENT AND BENEFITS PROTECTION

The taking of leave will not result in the loss of any employment benefits accrued prior to the date on which the leave commenced.

Upon his or her return to work from a domestic or sexual violence leave, the employee shall be entitled to: restoration to the position of employment held by the employee when leave commenced; or restoration to an equivalent position with equivalent employment benefits, pay and other terms and conditions of employment. However, an employee taking domestic violence leave for three (3) days or less will be restored to the same position held by the employee at the time leave commenced.

An employee on domestic or sexual violence leave must periodically report to the Human Resources Department on the status and intention of the employee to return to work.

PROHIBITION AGAINST RETALIATION

The Town prohibits discrimination or retaliation against any employee for exercising his or her rights under this policy. If an employee believes that he or she is being retaliated against, the employee must report the retaliation to the Human Resources Department.

DEFINITIONS

Domestic violence means any assault, aggravated assault, battery, aggravated battery, sexual assault, sexual battery, stalking, aggravated stalking, kidnapping, false imprisonment, or any criminal offense resulting in physical injury or death of one family or household member by another family or household member, or any crime the underlying factual basis of which has been found by a court to include an act of domestic violence.

Family or household member means spouses, former spouses, persons related by blood or marriage, persons who are presently residing together as if a family or who have resided together in the past as if a family, and persons who are parents of a child in common regardless of whether they have been married. With the exception of persons who have a child in common, the family or household members must be currently residing or have in the past resided together in the same single dwelling unit.

Sexual violence means sexual violence, as defined in Florida Statutes § 784.046, or any crime the underlying factual basis of which has been found by a court to include an act of sexual violence. Florida Statutes § 784.046 defines “sexual violence” to mean any one incident of: (1) sexual battery; (2) a lewd or lascivious act, committed upon or in the presence of a person younger than 16 years of age; (3) luring or enticing a child; (4) sexual performance by a child; or (5) any other forcible felony wherein a sexual act is committed or attempted, regardless of whether criminal charges based on the incident were filed, reduced, or dismissed by the State Attorney.

7.9 PERSONAL LEAVE OF ABSENCE

The Town provides an opportunity for eligible employees to request a leave of absence for personal reasons.

ELIGIBILITY

An employee is eligible for a personal leave of absence if he or she : (1) is employed full-time; (2) has been employed for at least 90 days; and (3) is in good standing at the time of the leave. The Town defines “good standing” as an employee who has not received any corrective action or other formal discipline, a performance improvement plan or unsatisfactory performance evaluation during their employment (for employees employed between 90 days and 12 months) or within the previous 12 month period (for employees employed 1 year or longer).

Part-time, temporary, and seasonal employees do not qualify for a personal leave of absence. Provisional and substitute employees do not qualify for a personal leave of absence, unless they are already existing full-time Town employees.

POLICY

Eligible employees may request a personal leave of absence for reasons not covered by the Town's other leave policies. Examples of reasons for a personal leave of absence may include, but are not limited to, the following:

- Absences due to the employee's own health condition if the employee does not qualify for leave under the Town's Family and Medical Leave of Absence policy or has exceeded the time permitted by that policy.
- Absences due to the employee's work-related injury or illness if the employee has exceeded the time permitted by the Workers' Compensation Leave of Absence policy.
- Absences due to the continued serious health condition of the employee's spouse, son, daughter, parent or grandparent (beyond the time permitted by the Town's Family and Medical Leave of Absence and Grandparent Leave policies).
- Other personal reasons as approved by the Town.

Approval of a personal leave of absence is at the sole discretion of the Town. In deciding whether to approve a personal leave of absence, the Town will consider the employee's request (including the reason and length of the leave) and the staffing and operational needs of the Town for the period of the requested leave.

PROCEDURE

An employee must provide the Town with at least 30 days advance **written** notice of his or her need for a personal leave of absence if the request for leave is based on foreseeable circumstances. If 30 days notice is not practicable, such as because of a lack of knowledge of approximately when leave will be necessary, or because the need for leave was unforeseeable, the employee must provide notice (verbal or written) as soon as practicable and in accordance with his or her department's procedures for an unforeseeable absence.

The employee's request for a personal leave of absence should be submitted to his or her Department Head and the Human Resources Department. The employee should include any documentation supporting his or her leave request.

CERTIFICATION OF HEALTH CARE PROVIDER

If the employee requests leave due to a work-related injury or illness or due to the serious health condition of the employee or the employee's spouse, son, daughter, parent or grandparent, the employee must provide a completed certification of a health care provider. The certification must include a description of when, why and for how long the employee requires a leave of absence and be in the format of the certification form provided by the Town. The certification must be completed by the treating health care provider.

The certification of health care provider must be submitted to Human Resources by the employee at the time of the request for leave, unless it is not practicable under the particular circumstances to do so despite the employee's diligent, good faith efforts. In such circumstances, the employee must submit the certification as soon as practicable

COMPENSATION DURING LEAVE

The Town requires that the employee use his or her unused accrued paid leave time (sick time and vacation or PTO) during a personal leave of absence. After the employee exhausts his or her paid leave time, the remainder of the employee's personal leave of absence will be unpaid, unless the employee receives disability benefits under an insurance policy or through the State of Florida.

OUTSIDE EMPLOYMENT DURING LEAVE

An employee on a personal leave of absence may not work at another job during the duration of the leave if such outside employment is inconsistent with the leave of absence approved by the Town. An employee on leave must notify his or her Department Head and the Human Resources Department if he or she is employed in another position with an outside employer. Failure to disclose this information may lead to revocation of the employee's leave from the Town and corrective action.

RETURN TO WORK

To return from a leave for his or her own serious health condition, the employee must provide a fitness for duty certification from the treating health care provider on or before the day the employee returns to work. The certification must address the employee's ability to perform the essential functions of his or her position as listed in the job description. If the employee is released to return to work with any medical restrictions, the fitness for duty certification should specify those medical restrictions and the expected duration of the restrictions.

If the employee fails to provide a fitness for duty certification on or before his or her return to work, the Town may delay the employee's restoration to employment until the certification is provided to the Town. If the employee does not produce the certification within the time period specified by the Town, the employee may be terminated from employment.

REINSTATEMENT

When the employee returns from a personal leave of absence within the time approved by the Town, the Town will attempt to restore the employee to the former position or to the same department and classification in which the employee was working prior to the leave of absence, or to an equivalent position. The Town may not provide reinstatement to an employee who exceeds the amount of leave time initially approved by the Town.

If the employee is released to return to work, but is unable to perform the essential functions of his or her position (either with or without a reasonable accommodation), the employee may request an alternative position within his or her physical and vocational capabilities. The Town will evaluate any such request in conjunction with its staffing and departmental needs and in accordance with the Town's ADA policy.

The employee will be deemed to have voluntarily resigned his or her employment if the employee: (1) does not accept the Town's job offer for his or her return to work within the time specified by the Town; or (2) does not return to work on an agreed date at the end of this leave, unless the employee is entitled to take additional time off under applicable law (e.g.,

FMLA) or is authorized to take additional leave under the Town's other leave policies or in accordance with the Americans with Disabilities Act.

7.10 ADMINISTRATIVE LEAVE

Administrative leave is a leave of absence from work with pay. The Town may place an employee on administrative leave where circumstances warrant as determined by the Town Coordinator (or the Town Coordinator's designee). If an employee has been notified of a proposed suspension or termination from employment, the employee may be placed on administrative leave between the notice and the effective date of the action.

Administrative leave may also be granted to provide time off with pay to exempt employees who have worked in excess of their normal work schedule. Any such leave is discretionary and must be recommended by the Department Head and approved in accordance with this policy.

All administrative leave must be approved by the Town Coordinator (or the Town Coordinator's designee). Employees do not accrue and may not request administrative leave.

SECTION 8: BENEFITS FOR ALL FULL-TIME EMPLOYEES

8.1 EMPLOYEE INSURANCE BENEFITS

The Town provides group insurance coverage for all full-time employees and their dependents. The group insurance plan consists of group health coverage, dental, short-term and long-term disability, life and accidental death and dismemberment insurance coverage. Insurance benefit information and the applicable employee premiums may be obtained through the Human Resources Department.

8.2 LEAVE SHARING PLAN

The Town has established a Leave Sharing Plan (“LSP”) to provide full-time employees an opportunity to voluntarily donate their accrued sick time or paid time off (PTO) to the LSP for use by employees who are suffering financial hardship due to a catastrophic illness or injury.

DEFINITIONS

Employee-Donor: The employee who donates a portion of his/her accrued sick time or PTO hours through the Leave Sharing Plan.

Employee-Recipient: The employee in need of sick time or PTO hours, subject to availability, who is authorized to receive donated hours from the Leave Sharing Plan.

Catastrophic illness or injury: A severe condition or combination of conditions affecting the mental or physical health of an employee or the employee’s immediate family that requires the services of a licensed practitioner for a prolonged period of time and that will cause the employee to have a substantial loss of income because the employee will have exhausted all the leave time earned by the employee.

Employee’s immediate family: The employee’s spouse, son or daughter, or parent, as those terms are defined in the Town’s Family and Medical Leave Act policy (*See* Policy No. 7.1), and any other individual related to the employee by blood, adoption or marriage and who lives in the same household as the employee.

ELIGIBILITY

Each full-time employee is eligible to participate in the Leave Sharing Plan as an Employee-Recipient, as follows:

- The employee has been employed for at least one (1) continuous year;
- The employee or the employee’s immediate family member has a catastrophic illness or injury; and
- The employee has used, or is expected to use, all of his or her accrued sick and vacation leave or PTO and, in the absence of using donated leave, the employee would have at least three work days of unpaid absences.

GENERAL INFORMATION

An Employee-Donor may donate up to 80 hours of his or her accrued sick time or PTO per year to the Town's LSP bank, provided that the Employee-Donor maintains a balance of at least 80 hours of sick time or PTO for his or her personal use. An Employee-Donor is not permitted to donate sick time or PTO to the account of a specific Employee-Recipient. The donated leave will be transferred to an Employee-Recipient in accordance with this policy.

Donations must be made in one (1) hour increments. For every hour donated by the Employee-Donor, the Employee-Recipient will be credited with one (1) hour of sick time (non-sworn personnel) or PTO (sworn personnel and designated Administrative Employees).

PROCEDURE

To request donated leave from the Town's LSP bank, an employee must apply in writing, including providing sufficient information regarding the illness, injury or adverse results of the major disaster or emergency to evaluate the employee's eligibility.

The employee's application should be submitted to the Human Resources Department. The Human Resources Department will verify the employee's eligibility under this policy and then submit the application to the LSP Committee for consideration.

Employees wishing to donate leave to the Town's LSP bank must submit a Personnel Action Form to the Human Resources Director indicating the number of hours they are donating. Once donated time has transferred to the Town's LSP bank, the Employee-Donor may not revoke the donation.

SELECTION COMMITTEE

The LSP Committee will determine whether an applicant's request will be granted. The LSP Committee will be comprised of one representative each from the Town's Coordinator's Office, Human Resources Department and Finance Department.

The LSP Committee will take into consideration the LSP requests based on the number of applications then pending and the amount of sick time and PTO hours available in the LSP bank. The LSP Committee will consider applications in the order in which they are received by the Human Resources Department and will approve or deny an application within a reasonable time after a request is made.

The LSP Committee's decisions regarding contributions to and withdrawals from the LSP bank are final. Distribution of the LSP hours to Employee-Recipients shall at all times be contingent upon availability of donated time in the LSP.

8.3 SERVICE RECOGNITION

All employees will receive recognition for every five (5) years of continuous full time employment with the Town.

The Town may award a “Five Year Performance Bonus” to employees after every five (5) years of continuous employment with the Town. The amount of the bonus pool for the “Five Year Performance Bonus” program may vary from year to year and, at the discretion of the Town, there may be no bonus pool for a particular year. If the Town Council does not approve funds for the “Five Year Performance Bonus” program as part of the Town’s annual budget, employees will not receive a bonus for that year.

While the bonus will generally be calculated as two percent (2%) of the employee’s monthly base pay or salary multiplied by the employee’s number of years of continuous service from date of hire, the amount individual bonuses awarded under the program may vary from year to year at the discretion of the Town and based on the availability and approval of funds by the Town Council.

All employees are considered for the bonus after every five (5) year of continuous employment with the Town. Employees are eligible for the bonus if they have an overall performance rating of “Exceptional,” “Fully Successful” or “Minimally Successful” on each of their annual performance evaluations during the five (5) year period and if they are in good standing. The Town defines “good standing” as an employee who has not received any corrective action or other formal discipline or a performance improvement plan within the previous 12 months.

NOTE: The Town modified its performance rating system on October 1, 2011. For employees employed prior to that date, the performance ratings of “Above Average” and “Satisfactory” equate to ratings of “Fully Successful” and “Minimally Successful.”

8.4 EDUCATION REIMBURSEMENT PROGRAM

The Town encourages employees to voluntarily pursue training programs, undergraduate and graduate degrees or professional certifications that will improve and enhance their skills, performance, and ability to assume additional responsibilities at the Town. Accordingly, the Town will provide educational reimbursement to eligible employees who are seeking a qualifying undergraduate or graduate degree or professional certification, or who are obtaining job-related training. Reimbursements and other payments made by the Town to an eligible employee under this policy are subject to the current federal taxation requirements.

EMPLOYEE ELIGIBILITY

To be eligible, employees must be employed by the Town on a full-time basis for at least six (6) months of continuous service in an active status (not on a leave of absence) and must be in good standing at the time of application for reimbursement and on the date of the reimbursement payment by the Town. For purposes of this policy, the Town defines “good standing” as an employee who has not received any corrective action or other formal discipline,

performance improvement plan or an unsatisfactory performance evaluation within the last 6 months.

UNDERGRADUATE AND GRADUATE PROGRAMS

Course Eligibility: Undergraduate and graduate courses must be taken as part of a degree program approved in advance by the Town Coordinator and must provide an eligible employee with skills, knowledge or competencies applicable to the employee's current position or another position at the Town. The courses must be provided by an accredited university or college.

Grade Requirements: An employee must maintain a "C" average or above to maintain eligibility in the Town's program after completion of the first semester of classes.

Tuition Reimbursement Provisions: An employee is eligible to receive reimbursement for two (2) classes per semester for a maximum of six (6) classes per fiscal year. The amount of reimbursement approved by the Town will be based on the employee's grade in each course, as provided in this policy.

Tuition, parking costs and required laboratory fees are eligible for reimbursement. All other expenses, including but not limited to, those for books, supplies or non-laboratory fees, are the employee's responsibility and are not eligible for reimbursement from the Town.

Reimbursement Amount: The reimbursement amount will be based on the established Florida resident credit hour rate for undergraduate courses charged in the State of Florida university system at the time of the employee's course enrollment, regardless of the employee's election to attend a private educational institution. Upon the employee's completion of an approved course, the reimbursement schedule will be based on grades received by the employee as follows: 100% reimbursement for a grade of "A" or "Pass" (for Pass/Fail course only); 75% reimbursement for a grade of "B", and 50% reimbursement for a grade of "C". The Town will not provide any amount of tuition reimbursement if the employee earns a grade of "D" or "F" or receives a "Fail" or "Incomplete" mark.

NOTE: The Town may reduce the percentage of reimbursement if the combined total of the employee's financial assistance and the Town's reimbursement to the employee exceeds 100% of the tuition, parking costs and laboratory fees for the course term.

CERTIFICATION OR TRAINING PROGRAMS

Program Eligibility: An eligible employee may obtain reimbursement for a certification program or courses in a professional discipline applicable to the employee's current position or another position at the Town and for job-related training courses or programs (collectively referred to as "certification or training programs"). The certification or training programs must be provided by an accredited university or college, professional association, professional training provider, or other similar institution. The employee's participation in any certification or training program must be approved in advance by the Town Coordinator.

This policy only applies to certification or training programs that cost \$1,200.00 or more, inclusive of registration and attendance fees and related expenses, such as travel, lodging and food.

Tuition Reimbursement Provisions: An employee is eligible to receive reimbursement for up to two (2) certification or training programs per fiscal year. If the certification or training program consists of courses or sessions that occur over a period of time, similar to the semester-based system for undergraduate or graduate degree programs, the Town will follow the “Tuition Reimbursement Provisions” contained in the Undergraduate and Graduate Programs section of this policy.

Reimbursement Amount: The reimbursement amount will be determined by the Town at the time of approval on an individual employee basis, in consideration of the nature of the certification or training program, the employee’s position, the Town’s operational needs, and the tuition, attendance or registration costs and the related expenses, such as travel, lodging and food. Any amount paid by the Town in connection with a Town approved training program shall not exceed the reimbursable travel expenses authorized under Section 112.061, Florida Statutes. The Town will provide reimbursement to an eligible employee who successfully completes the approved certification or training course or program, up to a maximum of \$5,250.00 per calendar year based on the date of the check to the employee. The Town will not provide any reimbursement to an employee who does not successfully complete the certification or training course or program.

APPROVAL PROCEDURE

Eligible employees must receive prior approval from the Town Coordinator in writing to participate in the Town’s educational reimbursement program. To obtain approval, an eligible employee must submit a completed Education Reimbursement Program Participation form to his or her Department Head with the following documents attached: the course or program description; an agenda or schedule (with dates and times); and for training or certification programs only, the program cost and a list of the categories and costs of any related expenses.

The Department Head and the Human Resources Director will review the employee’s form and supporting documentation to determine if the employee meets the criteria for participation in the Town’s Educational Reimbursement Program. If the employee is eligible to participate in the program, the Town Coordinator will evaluate and either grant or deny the employee’s request. Notice of the Town Coordinator’s decision shall be provided to the employee in writing.

PROGRAM TERMS

The reimbursement amounts provided to eligible employees by the Town are considered a loan for educational expenses. Accordingly, if the employee is approved to participate in the Town’s educational reimbursement program, the employee is required to remain employed with the Town in a full-time capacity for a continuous 12 month period from the date of each reimbursement payment received by the employee or on the date that the employee

completes the undergraduate or graduate course or the certification or training program, whichever is later.

If the employee completes the 12 month period of employment, the Town will forgive the loan for that 12 month period. However, if the employee resigns or terminates employment at any time during the 12 month employment period (for any reason other than due to a reduction in force or due to circumstances beyond the employee's control, as determined by the Town Coordinator), the Town will forgive the loan on a pro rata basis. The prorated amount will be calculated as follows: the total reimbursement amount in the prior 12 month period divided by the number of months of the employment period completed by the employee. The balance of the loan not forgiven under this policy is due in full within seven (7) days of the employee's separation from employment. In appropriate circumstances, the Town and employee may agree to a monthly payment plan for repayment of the balance of the loan.

The Town also may retain and deduct the amount owed under this Policy (in whole or in part) from any monies due to the employee prior to or following his or her termination, subject to the applicable restrictions imposed by the Fair Labor Standards Act.

An eligible employee who receives reimbursement to attend a basic recruit training program for law enforcement officers is required to comply with the employment and repayment terms provided in Florida Statutes section 943.16.

NOTE: An employee who participates in the Town's educational reimbursement program is employed at will and the employee's employment may be terminated by the employee or the Town at any time, with or without cause or prior notice. This policy does not create a contractual relationship between the Town and any employee participating in the Town's educational reimbursement program, and does not create a guarantee of employment for a definite period of time or for any purpose.

PAYMENT AND REIMBURSEMENT PROCEDURE

If approved to participate in the Town's educational reimbursement program, the employee shall pay his or her tuition, parking, laboratory fees, registration and attendance costs, and related expenses.

Within thirty (30) calendar days of completion of the approved course(s), program or training, the employee must provide to his or her Department Head copies of all receipts for tuition and all eligible costs and fees and one of the following: certified transcript for the course term for any undergraduate and graduate courses, copy of professional certification, or a certificate of completion for a training program. The employee shall also disclose and provide documents showing all financial assistance (including, but not limited to, scholarships, grants, stipends, waivers, discounts, fellowships, military and veterans' benefits) and other non-refundable financial assistance received by the employee used to pay tuition or other costs. The combined total of the employee's financial assistance and the Town's reimbursement to the employee shall not exceed 100% of the tuition and eligible costs and fees. The reimbursement amount may be reduced to satisfy this rule.

If the documents produced by the employee are satisfactory, the Department Head will complete a Personnel Action Form (PAF) indicating approval to proceed with reimbursement. The PAF form must be submitted to the Human Resources Director with the receipt(s) and transcript and then forwarded to the Town Coordinator for final approval. If approved, the PAF will be submitted to payroll for processing.

At the Town's discretion, the Town Coordinator may approve direct payment of an employee's tuition, fees, parking costs, registration or attendance fee and related expenses for any certification or training programs in advance of the employee's commencement of such courses or certification or training programs. If such an arrangement is approved, the Department Head will complete a PAF indicating approval and forward it to the Town Coordinator for signature. After the PAF is signed by the Town Coordinator, the Town will make arrangements to pay the educational institution, program provider or vendor.

TERMINATION FROM EMPLOYMENT

If the employee resigns or is terminated by the Town for any reason other than a reduction in force prior to receiving reimbursement for a completed course(s) or program, the Town will not reimburse any part of the tuition or other eligible costs. If an employee is laid off from employment with the Town, the employee will be eligible for reimbursement of approved undergraduate or graduate courses in which the employee is enrolled at the time of layoff. Reimbursement will be determined in accordance with this policy.

MISCELLANEOUS

The Town may change the provisions of this policy at any time, including the eligibility and reimbursement criteria and the reimbursement amount. The employee's reimbursement request will be processed in accordance with the policy in effect at the time of the request, not the time of the employee's enrollment in the undergraduate or graduate course, or certification or training program.

SECTION 9: TIME OFF AND BENEFITS FOR NON-SWORN FULL-TIME EMPLOYEES

9.1 DESIGNATED HOLIDAYS

All full-time employees shall be paid for the following designated holidays (“Holiday Pay”):

- New Year’s Day
- Martin Luther King’s Birthday
- Presidents Day
- Memorial Day
- Independence Day
- Labor Day
- Columbus Day
- Veterans’ Day
- Thanksgiving Day
- Friday after Thanksgiving
- Christmas Day
- 2 Personal Days (Must be taken before the end of the fiscal year)

When one of the above holidays falls on a Saturday, the Friday immediately preceding that Saturday may be observed as the holiday if Saturday is not a regular work day of the department. If Saturday is a regular work day for the department, then Saturday will be observed as the holiday. When one of the holidays falls on a Sunday, the Monday immediately following that Sunday may be observed as the holiday if Sunday is not a regular work day of the department. If Sunday is a regular work day for the department, Sunday will be observed as the holiday. Exceptions to this rule may be necessary for departments such as the Police Department, that operate 24 hours a day, every day of the year. Other exceptions may be made by the Town Coordinator.

Temporary, seasonal, provisional or part-time employees are not eligible for Holiday Pay.

Employees must be on active pay status and/or work their regularly scheduled hours on the work days immediately prior to and following a holiday to qualify for Holiday Pay. If an employee is on authorized leave of absence with pay when a holiday occurs, that holiday shall be paid as “Holiday Pay” and not charged to the employee’s vacation or sick time, paid time off (PTO) or other such leaves. Employees will not receive “holiday pay” if they are on a leave of absence without pay or on an unpaid status.

If required to work on a holiday, full-time, non-exempt employees will be paid at a rate of one and one-half their regular rate of pay for the hours worked in addition to Holiday pay.

Employees given holiday work assignments who fail to report for and perform such work for any reason other than verified illness or emergency, shall not receive pay for the un-worked holiday and may be subject to corrective action.

Exempt employees eligible for holiday leave who are scheduled to work on the designated holiday may take an alternative day off from work during the same month in which the holiday occurred. Carryover of holiday leave is not allowed.

All full-time employees are granted two (2) Personal Days. The Personal Days shall be taken before the end of the fiscal year or they will be forfeited by the employee. New employees hired 90 days prior to October 1 will not be eligible for any Personal Days during the fiscal year in which they were hired.

9.2 VACATION

This policy addresses the accrual and use of vacation time by full-time employees. Temporary, seasonal, provisional and part time employees do not accrue vacation time.

Full-time employees begin accruing vacation time on their first day of employment. There is no waiting period for using vacation time; however, vacation time may not be used before accrued and an employee may only use the amount of vacation that is available in his or her vacation balance.

An employee will be paid for all accrued unused vacation time following his or her separation from employment. This payment shall not be construed as extending the employee’s employment beyond the last day actually worked.

ACCRUAL OF VACATION

Vacation shall accrue at the following rate:

	40 Hr. Work-Week Employees	37.5 Hr. Work-Week and Exempt Employees
Years of Employment	Vacation Accrual Rate (Maximum Annual Hours)	Vacation Accrual Rate (Maximum Annual Hours)
Less than 5 years	6.66 hrs/month (80 hrs)	6.25 hrs/month (75 hours)
Between 5 to 10 years	10.00 hrs/month (120 hrs)	9.38 hrs/month (112.5 hours)
10 years or more	13.33 hrs/month (160 hrs)	12.50 hrs/month (150 hours)

Vacation time shall not accrue during an unpaid leave of absence, suspension, or when the employee is on a non-pay status.

Employees may accrue vacation time up to a maximum of 240 hours. When an employee has accrued 240 hours of vacation, the employee stops accruing vacation time until the employee’s vacation balance is reduced below 240 hours. No more than two hundred and forty (240) hours of accrued vacation may be carried forward into the next calendar year.

The employee’s accrual of vacation time does not create an entitlement to a leave of absence from work. An employee’s eligibility for a leave of absence is governed by the Town’s FMLA and other leave policies.

When an employee takes vacation time in an amount less than a full hour, the Town will account for the time in ¼ hour (15-minute) increments.

PROCEDURE FOR SCHEDULING VACATION

Vacation time shall not be used unless authorized by the employee's Department Head. Approval of a vacation time request is at the discretion of the Department Head, except as otherwise provided by the Town's other leave policies. Except in the event of an unforeseen emergency, vacation must be scheduled and approved by the Department Head in advance.

JOB CLASSIFICATION CHANGE

If a full-time employee who accrues vacation becomes a sworn employee in the Town's Police Department or is promoted to a position classified as an Administrative Employee (see Policy No. 11.1), the employee's accrued vacation and sick time will be converted to PTO.

VACATION PAYMENT PROGRAM

An employee may elect to be paid for accrued, unused vacation time up to the maximum number of vacation leave hours the employee is expected to accrue in the year after the employee's election, provided that the employee must maintain a minimum of one (1) full workweek of vacation time (based on the employees' regularly scheduled hours or work schedule) in his or her vacation balance. An employee may also elect not to be paid for accrued, unused vacation time and instead, maintain it in his or her vacation balance.

The Town requires that each employee make an annual election either to be paid for accrued vacation time (and the number of hours) or to maintain accrued vacation time in the employee's vacation balance. The election must be made in the year before the employee accrues the vacation time and the election will be irrevocable, except for financial hardship circumstances of the employee as determined by the Town Coordinator. If the employee does not make a timely election, the Town will consider the employee to have elected not to be paid for accrued vacation time.

An employee who elects to be paid for accrued vacation will be paid at his or her current rate of pay on the date of the payout, less applicable taxes and other authorized deductions. The annual vacation payment program is subject to budget restrictions and may not be available in certain years.

9.3 SICK TIME

This policy addresses the accrual and use of sick time by full-time employees. Temporary, seasonal, provisional and part time employees do not accrue sick time.

Full-time employees begin accruing sick time on their first day of employment. There is no waiting period for using sick time; however, sick time may not be used before accrued and an employee may only use the amount of sick time that is available in his or her sick time balance.

An employee will not be paid for his or her accrued unused sick time following his or her termination of employment for any reason.

ACCRUAL OF SICK TIME

Sick time shall accrue at the rate of eight (8) hours per month for employees with a forty (40) hour work-week, and at the rate of seven and one-half (7.5) hours per month for exempt employees and non-exempt employees with a thirty-seven and one-half (37.5) hour work-week. Sick time shall not accrue during an unpaid leave of absence, suspension or when the employee is on a non-pay status.

Full-time employees may accrue a maximum of one thousand and forty (1,040) hours if assigned to a forty (40) hour workweek, and nine hundred and seventy-five (975) hours if assigned to a thirty-seven and one-half (37.5) hour workweek or classified as an exempt employee.

The employee's accrual of sick time does not create an entitlement to a leave of absence from work. An employee's eligibility for a leave of absence is governed by the Town's FMLA and other leave policies.

REASONS FOR USE OF SICK TIME

A full-time employee may be approved or required to use sick time for absences from work for the following reasons:

- the employee's inability to work due to the employee's own illness, injury or other condition, including pregnancy and childbirth;
- the employee's personal health care provider appointments; and
- the illness, injury or health care provider appointments of the employee's spouse, child, parent, or other dependent household member.

An employee may be required to use accrued vacation when he or she is absent from work for the above-listed reasons and has exhausted all of his or her accrued sick time. However, sick time shall not be used as vacation under any circumstances.

When an employee takes sick time in an amount less than a full hour, the Town will account for the time in ¼ hour (15-minute) increments.

EMPLOYEE REQUEST TO USE SICK TIME

Sick time shall not be used unless authorized by the employee's Department Head or Human Resources. Approval of sick time requests is at the discretion of the Department Head, except as otherwise provided in this policy or the Town's other leave policies.

It is the employee's responsibility to notify his or her Department Head of any absences as far in advance as possible of the absence, but no later than one (1) hour prior to the employee's scheduled start or end time, except in a case of an emergency. If the employee fails to provide timely notification of his/her absence, without good cause, the employee will not be permitted

to use sick time for that absence and the absence will be unpaid. (For exempt employees, the absence will be unpaid if one or more full days)

Employees are required to call in every day to report absences under this policy, unless the employee is on an authorized time of absence under the Town's FMLA or other leave policies.

RETURN TO WORK

When an employee is absent from work for three (3) or more consecutive days, the employee may be required (upon request by his or her Department Head or Human Resources) to submit a written certification signed by a health care provider to substantiate the reason for absence. An employee may be required to submit a written certification from a health care provider substantiating the reason for absences of less than three days as determined by Human Resources or the Department Head.

OUTSIDE EMPLOYMENT WHILE USING SICK TIME

An employee using sick time for an absence from work may not work at another job during the duration of the absence when such outside employment is inconsistent with the reason for the employee's use of sick time. An employee must notify his or her Department Head and the Human Resources Department if he or she is employed in another position with an outside employer. Failure to disclose this information may lead to corrective action.

SICK TIME PAYMENT PROGRAM

An employee may elect to be paid for accrued, unused sick time up to a maximum of twenty-four (24) hours per year, provided that the employee maintains a minimum of 80 hours of sick time in his or her sick time balance. An employee may also elect not to be paid for accrued, unused sick time and instead, maintain it in his or her sick time balance.

The Town requires that each employee make an annual election either to be paid for accrued sick time (and the number of hours) or to maintain accrued sick time in the employee's sick time balance. The election must be made in the year before the employee accrues the sick time and the election will be irrevocable, except for financial hardship circumstances of the employee as determined by the Town Coordinator. If the employee does not make a timely election, the Town will consider the employee to have elected not to be paid for accrued sick leave.

An employee who elects to be paid for accrued sick time will be paid at his or her current rate of pay on the date of the payout, less applicable taxes and other authorized deductions. The sick time payment program is subject to budget restrictions and may not be available in certain years.

9.4 RETIREMENT BENEFITS

All full-time, non-sworn employees are required to participate in the Town's 401a Plan. The plan requires employees to contribute a mandatory set percentage of base pay (6%). The

Town also has established a uniform percentage of contribution on behalf of each employee (12% of base pay).

All employees are eligible to participate in the Town's 457 Deferred Compensation Plan.

SECTION 10: TIME OFF AND BENEFITS FOR SWORN FULL-TIME EMPLOYEES

10.1 DESIGNATED HOLIDAYS

All full-time sworn personnel shall be paid for the designated holidays as provided in Section 9.1 “Designated Holidays.” If required to work on such days, non-exempt sworn personnel shall be paid at a rate of regular time for their hours worked on the holiday or, alternatively, they may bank the holiday time at an hour for hour basis in lieu of financial payment during the pay period.

There shall be no limit on holiday hours accrued.

All other provisions under Section 9.1 “Designated Holidays” are applicable to sworn personnel.

10.2 PAID TIME OFF (PTO)

Full-time sworn employees accrue paid time off (PTO) that can be used for any reason without accrual limits. Sworn employees do not accrue sick or vacation leave.

All full-time sworn employees shall start with forty (40) hours of PTO on their date of hire. Forty (40) hours of PTO shall be added to the employee’s PTO balance on the anniversary of the employee’s hire date every year thereafter. Additionally, sworn employees shall accrue PTO on a bi-weekly basis at the following rates:

Years of Service	Maximum Days Per Year	Maximum Hours Per Year	Bi-weekly Accrual
0-4	25	200 (including 40 hours credited on anniversary date)	6.15 hours
5-9	30	240 (including 40 hours credited on anniversary date)	7.68 hours
10 or more	35	280 (including 40 hours credited on anniversary date)	9.23 hours

PTO shall not be earned or accrued by an employee during an unpaid leave of absence or suspension, or when the employee is otherwise on a non-pay status. NOTE: The terms of PTO applicable to the Police Chief are set forth in Policy No. 11.3.

The employee’s accrual of PTO does not create an entitlement to a leave of absence from work. An employee’s eligibility for a leave of absence is governed by the Town’s FMLA and other leave policies.

10.3 VACATION SCHEDULING

Department Heads shall schedule annually for vacation time for sworn employees in their department with consideration to the needs of the Town, wishes of the employees, and seniority. The Department Head’s determination of the schedule of leaves shall be final. Requests to use PTO for vacation time shall be on a Personnel Action Form and be approved prior to the dates of leave. Except in the event of an unforeseen emergency, vacation time must be scheduled and approved by the Department Head in advance.

10.4 COMPENSATORY TIME

Non-exempt sworn employees may earn compensatory (“comp”) time which is earned at the rate of one and one-half hours for each overtime hour worked. There shall be a maximum accrual of 480 hours of compensatory time. Employees who have accrued 480 hours of compensatory time will be paid overtime compensation for additional overtime hours worked.

10.5 ACCRUED LEAVE PAYOUT UPON SEPARATION FROM EMPLOYMENT

NON-EXEMPT SWORN EMPLOYEES

Non-exempt sworn employees who separate from Town employment will be paid for all of their accrued compensatory time, regardless of their number of years of employment with the Town.

Upon separation from employment, full-time non-exempt sworn employees employed by the Town for three (3) or more continuous years will be paid for their accrued compensatory time, PTO and holiday time as specified in the chart below:

Years	Compensatory Time Payout	PTO and Holiday Time Payout	Maximum Hours Payout (including all Compensatory Time)
3	All accrued hours	No hours cap per category of leave	300 hours (50% of 600 hours)
4	All accrued hours	No hours cap per category of leave	450 hours (75% of 600 hours)
5 or more	All accrued hours	Up to 200 hours per category of leave	600 hours

EXEMPT SWORN EMPLOYEES

Exempt sworn employees who separate from Town employment will be paid for all of their accrued compensatory time, regardless of their number of years of employment with the Town.

Upon separation from employment, full-time exempt sworn employees employed by the Town for three (3) or more continuous years will be paid for their PTO and holiday time as specified in the chart below:

Years	PTO and Holiday Time Payout	Maximum Hours Payout (including all Compensatory Time)
3	No hours cap per category of leave	200 hours (50% of 400 hours)
4	No hours cap per category of leave	300 hours (75% of 400 hours)
5 or more	Up to 200 hours per category of leave	400 hours

NOTE: The terms of payout for accrued PTO and holiday time for the Police Chief are set forth in Policy Nos. 11.2 and 11.3.

10.6 PTO PAYMENT PROGRAM

A full-time sworn employee may elect to be paid for accrued, unused PTO up to a maximum of 200 hours per year, provided that the employee maintains a minimum of one (1) full workweek of PTO (based on the employee’s regularly scheduled hours or work schedule) in his or her PTO balance. An employee may also elect not to be paid for accrued, unused PTO and instead, maintain it in his or her PTO balance.

The Town requires that each employee make an annual election either to be paid for accrued PTO (and the number of hours) or to maintain accrued PTO in the employee’s PTO balance. The election must be made in the year before the employee accrues the PTO and the election will be irrevocable, except for financial hardship circumstances of the employee as determined by the Town Coordinator. If the employee does not make a timely election, the Town will consider the employee to have elected not to be paid for accrued PTO.

An employee who elects to be paid for accrued PTO will be paid at his or her current rate of pay on the date of the payout, less applicable taxes and other authorized deductions. The PTO payment program is subject to budget restrictions and may not be available in certain years.

10.7 TAKE HOME VEHICLE PROGRAM

Sworn employees will be provided with a take home vehicle benefit at the following rates:

- Miami-Dade County residents pay \$100.00 per month
- Broward County residents pay \$200.00 per month
- Palm Beach County residents pay \$400.00 per month

10.8 RETIREMENT BENEFITS

Sworn employees are entitled to retirement benefits from the Florida Retirement System (FRS). The FRS offers members two types of pension plans: a traditional defined benefits plan and a portable Investment Plan. For more information, please contact the HR Department or visit www.myfrs.com.

Sworn employees may also elect to participate in the Town's 457 deferred compensation plan. Under this plan, the employee makes contributions to his/her retirement, but the Town does not make any contributions.

For sworn personnel who have previously retired under the FRS and are no longer eligible for the "special risk" retirement rate, the Town will contribute the difference between the special risk rate and the regular class rate into a 401a retirement account. The 401a retirement accounts are only applicable to officers who have retired under FRS and are no longer eligible to receive "special risk" rate in FRS.

SECTION 11: TIME OFF AND BENEFITS FOR ADMINISTRATIVE EMPLOYEES

11.1 ADMINISTRATIVE EMPLOYEES

The following employees are classified by the Town as “Administrative Salaries” for purposes of the State of Florida Uniform Accounting Code: Town Coordinator, Assistant Town Coordinator, Building Director, Code Compliance Director, Planning Director, Parks & Recreation Director, Human Resources Director, Public Works Director, Finance Director, Information Technology Director, Town Clerk, Administrative Aide to the Mayor and Police Chief. These employees will be referred to as “Administrative Employees” for purposes of this section and the Employee Manual.

11.2 DESIGNATED HOLIDAYS

Administrative Employees shall be paid for the designated holidays as provided in Section 9.1 “Designated Holidays.” Administrative Employees who are scheduled to work on the designated holiday may take an alternative day off from work during the same month in which the holiday occurred or alternatively, they may bank the holiday time and there shall be no limit on holiday hours accrued. All other provisions of Section 9.1 “Designated Holidays” are applicable to Administrative Employees.

11.3 PAID TIME OFF

Administrative Employees do not accrue sick time or annual vacation leave. Administrative Employees accrue paid time off (PTO) that can be used for any reason without accrual limits.

Administrative Employees shall start with forty (40) hours of PTO on their date of hire. Forty (40) hours of PTO shall be added to the Administrative Employee’s PTO balance on the anniversary of the employee’s hire date every year thereafter. Additionally, Administrative Employees accrue PTO on a bi-weekly basis at the following rates:

Years of Service	Maximum Days Per Year	Maximum Hours Per Year	Bi-weekly Accrual
0-4	25	200 (including 40 hours credited on anniversary date)	6.15 hours
5-9	30	240 (including 40 hours credited on anniversary date)	7.68 hours
10 or more	35	280 (including 40 hours credited on anniversary date)	9.23 hours

PTO shall not be earned or accrued by an Administrative Employee during an unpaid leave of absence or suspension, or when the employee is on a non-pay status. The employee's accrual of PTO does not create an entitlement to a leave of absence from work. An employee's eligibility for a leave of absence is governed by the Town's FMLA and other leave policies.

11.4 PTO PAYMENT PROGRAM

An Administrative Employee may elect to be paid for accrued, unused PTO up to a maximum of 200 hours per year, provided that the employee maintains a minimum of one (1) full workweek of PTO (based on the employee's regular work schedule) in his or her PTO balance. An Administrative Employee may also elect not to be paid for accrued, unused PTO and instead, maintain it in his or her PTO balance.

The Town requires that each employee make an annual election either to be paid for accrued PTO (and the number of hours) or to maintain accrued PTO in the employee's PTO balance. The election must be made in the year before the employee accrues the PTO and the election will be irrevocable, except for financial hardship circumstances of the employee as determined by the Town Coordinator, except that the Assistant Town Coordinator will be responsible for the determination of a financial hardship request by the Town Coordinator. If the employee does not make a timely election, the Town will consider the employee to have elected not to be paid for accrued PTO.

An Administrative Employee who elects to be paid for accrued PTO will be paid at his or her current rate of pay on the date of the payout, less applicable taxes and other authorized deductions. The PTO payment program is subject to budget restrictions and may not be available in certain years.

11.5 ACCRUED LEAVE PAYOUT UPON SEPARATION FROM EMPLOYMENT

Upon separation from employment, Administrative Employees employed by the Town for five (5) or more continuous years will be paid up to 200 hours per category of their accrued PTO, personal days and holiday time. The maximum number of hours paid shall not exceed 400 hours.

11.6 VEHICLE POLICY

At the Town Coordinator's discretion, Administrative Employees may be provided a vehicle allowance or a take-home vehicle.

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11.7 RETIREMENT BENEFITS FOR POLICE CHIEF

The terms of the retirement benefits for the Police Chief are set forth in Policy No. 10.8 "Retirement Benefits."

SECTION 12: CLASSIFICATION, COMPENSATION AND PERFORMANCE MANAGEMENT

12.1 EMPLOYEE PERFORMANCE EVALUATIONS AND PROGRESSIVE PAY SYSTEM POLICY

The Town has established a progressive pay system to motivate and reward employees according to their job performance and the contributions they make towards the accomplishment of Town goals and objectives. The purpose of the system is to also promote continuous improvement and quality performance through teamwork, assist in career development and advancement, identify individual training needs and to determine suitability for assignments, effectiveness in the assigned position and the ability for acquiring more responsibility. All employees should continually work together towards the mission, goals, and objectives of the Town.

Performance evaluations shall be a part of the procedure to determine various personnel actions, including, but not limited to, the following: salary increase or decreases, promotions, demotions, transfers, awards, separations or other personnel status changes.

The immediate supervisor shall complete a performance evaluation form approved by the Town Coordinator. The supervisor shall meet with the employee to review and discuss the evaluation and shall provide the employee the opportunity to comment and ask questions. At the conclusion of the meeting, the employee shall be given the opportunity to write any comments in the space provided and to sign the form. The employee's signature signifies that the evaluation has been discussed with him, and does not necessarily indicate that the employee agrees with the evaluation.

ELIGIBILITY

All employees are eligible for progressive pay based on their performance, as measured on the annual performance evaluation. Progressive pay increases are not automatic and are based upon an employee's annual performance evaluations.

An employee whose overall performance is rated "Minimally Successful" or higher may be entitled to a progressive increase as proposed by the Town Coordinator and adopted by the Town Council as part of the annual budget. The availability of progressive pay increases is determined on an annual basis. If the Town Council does not approve funds for progressive pay increases as part of the annual budget, employees are not entitled to, and will not receive, a progressive pay increase for that year.

An employee whose overall performance is "Unacceptable" will not receive a progressive pay increase for that evaluation period.

PROCEDURE

1. Employees will meet with their immediate supervisor at least once a year to develop objectives and performance standards using criteria specific to the employee's position.

Objectives must relate directly to the goals of the employee's assigned department which are aligned to the Town's strategic priorities.

2. Annual employee performance evaluations are conducted at each employee's anniversary date. The anniversary date is the employee's original hire date or the date of the employee's reclassification, such as due to a promotion or change in position.
3. Immediate supervisors have the primary responsibility for conducting employee evaluations. Employees who performed their duties under more than one supervisor during the rating period should be evaluated by the supervisor for whom the employee worked during the majority of the rating period. The supervisor preparing the evaluation should consult any other supervisor for whom the employee worked during the rating period in order to determine the most appropriate rating for one or all categories outlined in the performance evaluation. Each supervisor should sign the evaluation form.

PERFORMANCE RATINGS

The performance evaluation will rate each employee's performance of the duties of his/her position and the objectives and performance standards developed by the employee and supervisor, as well as competency in defined categories set in the performance evaluation. The ratings values are: "Exceptional," "Fully Successful," "Minimally Successful," and "Unacceptable". All Town employees are expected to have job performance, attendance and behavior rated as "Minimally Successful" or higher, complete assignments in a timely basis, and to be helpful and respectful of the public.

If an employee receives a rating of "Unacceptable" on his/her evaluation, the Department Head will advise the employee as to the reasons for such rating and will develop an performance improvement plan with goals, time lines, and expected outcomes. Departmental support will be provided to the employee where available and as appropriate. An employee who fails to improve his or her performance will be subjected to corrective action, up to and including termination from employment.

12.2 PERFORMANCE BONUS

The Town may award an annual performance bonus to employees. As part of the annual budget process, the Town may set aside a pool of funds to be used for performance bonuses for employees. The amount of the bonus pool will vary from year to year and, at the discretion of the Town, there may be no bonus pool for a particular year. If the Town Council does not approve funds for performance bonuses as part of the Town's annual budget, employees will not receive a bonus for that year.

All employees are considered for the bonus based on their job performance as measured by their annual performance evaluation. Employees with an overall performance rating of "Exceptional," "Fully Successful" or "Minimally Successful" on their performance evaluation are

eligible for a bonus. Employees with an overall performance rating of “Unacceptable” on their performance evaluation are not eligible for a bonus.

12.3 PERSONNEL FILES

Individual employee personnel files shall be maintained by the Human Resources Department in accordance with the Florida Public Records Statutes. Employees have the right to examine their personnel file in the Human Resources Department upon request and with reasonable notice. The Human Resources Director or Town Coordinator (or their designee) shall be present during the examination.

Employees will be notified when the Town receives a public records request to review his or her personnel file.

12.4 IN-SERVICE TRAINING

It will be the responsibility of the Human Resources Director under the direction of the Town Coordinator to foster and promote in-service training of employees. The Human Resources Director shall develop training programs, award certificates or other forms of recognition, assist Department Heads in developing programs to meet their particular needs and develop supervisory and management training programs for all departments.

12.5 RECLASSIFICATION

If a Department Head has facts which indicate that a position or positions are improperly classified, the Department Head may request the Human Resources Director to review the classification of the position. Such requests shall be in writing. The Human Resources Director shall conduct an analysis of the essential functions of the position and submit a written recommendation to the Town Coordinator.

APPEALS OF POSITION RECLASSIFICATIONS

Whenever an employee affected by a reclassification feels that his or her position has been classified incorrectly, he or she may appeal the reclassification to the Human Resources Director.

RECLASSIFICATION OF A POSITION TO A HIGHER LEVEL

Should the position be reclassified to a job classification with a higher pay grade than that of the original classification, such change shall be considered a promotion for the incumbent employee(s). Should an incumbent employee whose position has been reclassified to a job classification with a higher pay grade not be promoted to fill the reclassified position, the Town Coordinator, in accordance with applicable Employee Policies and Procedures Manual rules, may lay off or demote the employee to any other existing vacancy for which the employee may be qualified.

RECLASSIFICATION OF A POSITION TO THE SAME PAY GRADE

Should the position be reclassified to a job classification with the same pay grade as that of the original classification, the position, if vacant, shall be filled by the incumbent employee(s). The incumbent employee reclassified shall maintain his or her same pay, step, grade and date in class. Should an incumbent employee whose position has been reclassified to a job classification with the same pay grade not be qualified to fill the reclassified position, the Town Coordinator, in accordance with applicable Employee Policies and Procedures Manual rules, may lay off or demote the employee to any other existing vacancy for which the employee may be qualified.

COMPENSATION PLAN ADMINISTRATION

Each employee shall be paid at the rates set forth in the pay plan for the classification in which he or she serves.

12.6 COST OF LIVING ADJUSTMENT

Based on the availability of funds, employees may receive a salary increase effective October 1, based on a cost-of-living adjustment ("COLA"). The COLA takes into consideration changes to the Consumer Price Index, and the cost-of-living data and trends are a guide in making pay level adjustments. Employees must have been employed with the Town for a minimum of six months to be eligible for a COLA.

12.7 PROMOTION

Employees promoted to a classification with a salary range higher than that of the previous classification shall be increased to the minimum in the new position's pay or salary range. If the employee's current rate of pay falls within the pay range of the classification being assumed, his or her pay rate shall be increased five percent (5%) so long as the resultant rate is still within the established range for the new position. A promotion shall establish a new anniversary date for the purpose of future performance evaluations and pay or salary reviews.

12.8 TRANSFER POLICY

A transfer is a change in position to one that is in the same pay or salary range. When an employee applies to a posting for a vacant position that does not involve a promotion, the situation will be reviewed by the Department Heads involved to determine whether such a transfer would be to both the employee's and the Town's best interest. The transfer shall not change an employee's rate of pay.

An employee is eligible for a transfer if he or she has been employed in his or her current position for at least one (1) year and is in good standing. The Town defines "good standing" as an employee who has not received any corrective action or other formal discipline, a performance improvement plan or unsatisfactory performance evaluation within the previous 12 month period.

12.9 DEMOTION

Upon demotion, if the employee's rate of pay in the previous class was more than the maximum rate established for the new class or position, the rate of pay shall be reduced to the maximum rate or to such intermediate step in the new pay range as may be determined by the Department Head and subject to the approval of the Town Coordinator. The action of demotion shall establish a new anniversary date for purpose of future salary consideration.

12.10 TEMPORARY SERVICE OUT OF RANK (TSOR)

A full-time employee who has been continuously assigned on a temporary basis to another classification for more than five (5) consecutive scheduled work days will be temporarily transferred to that classification and have his or her pay temporarily adjusted during the time in which the temporary assignment continues as follows:

1. An employee temporarily transferred to a position classified at a higher pay grade will have their salary increased by five percent (5%) up to the maximum of the pay grade of the classification to which they are being temporarily transferred.
2. An employee temporarily transferred to a position classified at the same or lower pay grade will not have his or her pay rate adjusted because of the temporary transfer.

The duration of any temporary transfer will be of the minimum length necessary to meet the needs of the Town but shall not exceed six (6) consecutive calendar months for any one such transfer. Each such period of temporary transfer will be treated as a new event and be subject to the above guidelines.

12.11 ACTING DEPARTMENT HEAD

In the event of a vacancy in a Department Head position, the Town Coordinator may appoint an existing full-time employee to be the Acting Department Head for a maximum of two (2) six-month periods. Any employee appointed to an acting position may receive a temporary salary increase of fifteen percent (15%) above his or her current salary, but in no case shall the temporary salary be more than the salary budgeted for the Department Head position.

SECTION 13: LEAVING THE TOWN

13.1 RESIGNATIONS

If an employee decides to voluntarily resign, he or she is requested to provide the Town with two weeks prior written notice to his/her Department Head or Human Resources. If circumstances warrant, the Town may elect to shorten employee's notice period.

13.2 LAY OFF

Any employee may be laid off from employment with the Town due to reasons which include, but are not limited to, shortage of work or funds, the elimination of a position or organizational changes. No employee shall be laid off when there are temporary or provisional employees serving in the same class or lower class for which the employee is eligible, able and willing to fill. The names of laid off employees shall be placed on a layoff list for a period of one year. If the position is re-created within this period, the employee may be given the opportunity for re-hire.

If an employee is laid off from employment, the employee will receive separation pay equal to two weeks' pay/salary, in addition to payment for his/her accrued vacation time or PTO.

13.3 TERMINATION FROM EMPLOYMENT

If a supervisor, Coordinator or Department Head recommends an employee for termination from employment, the employee can request to meet with the Town Coordinator prior to the final decision being made concerning the employee's employment. An employee may be suspended or placed on administrative leave pending the Town Coordinator's review of the termination recommendation. The Town Coordinator makes the final decision regarding employee terminations from employment.

13.4 EXIT INTERVIEWS

The purpose of the exit interview is to provide management with information that will help identify potential problems and help keep the Town a pleasant and efficient place to work. Each employee who resigns from the Town shall be asked to complete an exit interview form in the Human Resources Department at or before the time he or she receives the final paycheck and returns all Town property, including identification and keys.

13.5 RETURN OF TOWN'S PROPERTY

Employees separating from the Town for any reason shall, prior to separation, return all Town-owned property and equipment in his or her possession. The cost of replacing or repairing any items lost or damaged while in the possession of the employee shall be deducted from any pay and benefits held by the Town, as permitted by applicable law.

LOXAHATCHEE GROVES WATER CONTROL DISTRICT



PERSONNEL POLICIES AND PROCEDURES

**ADOPTED JANUARY 11, 1999
LAST REVISED OCTOBER 2014**

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
PERSONNEL POLICIES AND PROCEDURES**

TABLE OF CONTENTS

	<u>PAGE</u>
I. SCOPE AND PURPOSE	1
II. GENERAL	1
III. EMPLOYEE STATUS.....	2
IV. EMPLOYMENT PRACTICES	3
A. HIRING PROCESS.....	3
B. EMPLOYMENT CONDITIONS	3
C. JOB DESCRIPTIONS	4
D. ORIENTATION	4
E. RESIGNATION.....	4
F. DISCIPLINARY GUIDELINES	4
G. ANTI-HARASSMENT POLICY.....	8
H. ON-THE-JOB INJURY	11
I. ELECTRONIC MAIL	11
J. MEDICAL RECORDS	11
K. DRUG-FREE WORKPLACE POLICY	12
L. CELL PHONE POLICY	12
V. COMPENSATION	13
A. SALARY.....	13
B. PAY PERIODS	13
C. SALARY REQUIREMENTS.....	14
D. WORK HOURS.....	14
E. OVERTIME	14
F. EMPLOYEE INCENTIVE PAY	16
VI. BENEFITS.....	16
A. HOLIDAYS	16
B. SICK LEAVE	17
C. ANNUAL LEAVE	19
D. COMPENSATORY TIME	20
E. RETIREMENT BENEFITS	20
F. HEALTH BENEFITS	20
G. JURY DUTY AND SUBPOENAS	20
H. TERMINAL ILLNESS BENEFIT	20
I. LONG-TERM DISABILITY INSURANCE BENEFIT	21

**LOXAHATCHEE GROVES WATER CONTROL DISTRICT
PERSONNEL POLICIES AND PROCEDURES**

I. SCOPE AND PURPOSE

This policy sets forth employment standards and regulations applicable to all employees of the Loxahatchee Groves Water Control District (District). Its purpose is to provide standards by which the District may effectively conduct personnel management.

Nothing in these Policies creates any contractual rights or property interests with respect to any aspect of employment. These policies may be changed at any time with or without notice.

II. GENERAL

The Board of Supervisors of the Loxahatchee Groves Water Control District (District Board) is responsible for the establishment, amendment and/or repeal of personnel policies and shall review such policies from time to time as necessary.

- A. All employees serve at the pleasure of the District Board. The District Administrator is responsible for the implementation of personnel policies as established and amended by the District Board. Unless otherwise stated, the District Administrator has the authority to execute all personnel actions authorized in these policies subject to budgetary constraints and applicable Federal and State laws or administrative regulations.
- B. These personnel policies are applicable to regular full-time, regular part-time, temporary term and probationary employees.
- C. It is the policy of the District not to exclude from participation in, deny benefits or discriminate in any other way against any employee or applicant for employment on the basis of race, age, sex, religion, color, national origin, political belief, disability, sexual preference, marital status, pregnancy or any other characteristic protected by law.
- D. These policies and procedures shall be effective immediately upon adoption by the District Board.
- E. All current employees of the District shall receive a copy of these policies upon adoption. Thereafter, each new employee shall receive a copy at the time of his/her employment. Copies of revisions to these policies shall be provided to all employees. Employees are responsible for familiarizing themselves with all personnel policies as well as any and all revisions.

- F. The District is a “drug-free workplace” as defined by Florida law.
- G. Personnel Records: Pursuant to Florida statutes, personnel records of District employees are subject to disclosure and copying under the Public Records Law, Chapter 119, Florida Statutes (with the exception of social security numbers, confidential health records or other information specifically exempt by law). Request for employee personnel records are to be forwarded to the District Administrator or his/her designee for an appropriate response.

III. EMPLOYEE STATUS

- A. Regular Full-time Employee: one who works regularly scheduled periods of 40 hours per week.
- B. Regular Part-time Employee: one who works regularly scheduled periods of less than 40 hours per week. Except as otherwise stated, employees working less than 30 hours per week are not eligible for benefits except participation in the State Retirement System and employees working 30 hours or more per week shall receive pro-rata benefits in proportion to the hours worked.
- C. Temporary Term Employee: One whose services are engaged on a part-time or full-time basis for a specific period of time or for the duration of a project. Temporary Term Employees are not eligible for benefits under these personnel policies.
- D. Probationary Employee: A new or re-hired employee must serve an initial probationary period of ninety (90) calendar days after his/her date of hire. At the end of the initial probationary period, a determination will be made by the District Administrator concerning regular full-time or regular part-time status or dismissal. As during the entire relationship, a probationary employee may be terminated at any time during the initial probationary period, without notice, for any reason or no reason.
- E. Immediate Supervisor: one who is officially designated as responsible for assignment, direction, and evaluation of another employee. This individual may also make recommendations to hire, promote, discipline or terminate employees under his/her supervision.
- F. Safety Sensitive Position: a position in which a drug impairment constitutes an immediate and direct threat to public health or safety, such as a position that requires the employee to carry a firearm, perform life-threatening procedures, work with confidential information or documents pertaining to criminal investigations, or work with controlled substances; a position subject

to §110.1127; or a position in which a momentary lapse in attention could result in injury or death to another person.

- G. Special Risk Position: a position that is required to be filled by a person who is certified under chapter 633 or chapter 943, Florida Statutes.

IV. EMPLOYMENT PRACTICES

A. HIRING PROCESS

1. District Administrator: The District Administrator is appointed by and serves at the pleasure of the District Board.
2. The District Administrator shall recruit, screen and interview applicants for all other positions within the District. Final applicant selection and appointment for each vacant position is made by the District Administrator and reported to the District Board via the District Administrator's report.
3. No representations or assurances regarding terms of employment made by any person other than the District Administrator are enforceable. Any representation or assurance made by the District Administrator regarding employment, starting date, salary or termination will be subject to these policies. All employees are required to sign a receipt acknowledging that he/she has received a copy of the District Personnel Policies and Procedures and agreeing to abide by the terms and conditions of employment. The signed receipt shall be placed in the employee's personnel file and a copy retained by the District Administrator.
4. Prior to the end of the initial probationary period, all new employees must undergo a medical examination at the District's expense. For employees employed in safety sensitive or special risk positions, this examination may include, but is not limited to, a test to determine illegal use of controlled substances, administered by a certified medical review officer.

B. EMPLOYMENT CONDITIONS

1. Terms of Employment. All employment is at the discretion of the District Board. Employment is expressly recognized to be employment at will that may be terminated at any time for any reason or no reason by the employee or the District Administrator. Employees shall not have a property interest in their employment.

2. Conflict of Interest. District employees cannot serve on the District Board or have any business relationship with any agency that is an applicant or recipient of funding from or any entity contracting with the District. Any such service or relationship will be cause for immediate termination.
3. Code of Ethics. District employees are responsible for following all applicable provisions of the Code of Ethics for public officers and employees, Chapter 112, Part III, Florida Statutes [while the entire Code is applicable, the following provisions are most likely to raise issues for District employees, i.e, standards of conduct - §112.313; restrictions on employment of relatives - §112.3135 and disclosure of financial interest - §§112.3144 and 112.3145]. A copy of the Code of Ethics is available for review in the District's business office and a copy will be given to every employee. All employees are required to sign a receipt acknowledging that he/she has received a copy of the Code of Ethics and agreeing to abide by its terms and conditions. The signed receipt shall be placed in the employee's personnel file and a copy retained by the District Administrator.

C. JOB DESCRIPTIONS

Each employee shall receive and sign a copy of his/her job description at the time of employment. The signed job description shall be placed in the employee's personnel file and a copy retained by the District Administrator. Job descriptions may change from time to time at the discretion of the District and additional duties not specified in a written job description may be required.

D. ORIENTATION

New employees shall receive an orientation that will include an overview of the District Personnel Policies and Procedures.

E. RESIGNATION

Employees resigning from employment with the District are requested to submit a letter of resignation to the District Administrator. Employees should provide a minimum of two (2) weeks notice to the District when resigning from employment.

F. DISCIPLINARY GUIDELINES

1. Corrective Discipline Process

- a. The sequence of disciplinary actions will be:

1st step - verbal warning;

2nd step - written warning and/or suspension without pay;

3rd step - dismissal; except that disciplinary action may start with the second or third step where it shall be within the discretion of the District Administrator that such action is warranted.
- b. It is not necessary that each, or any, step in the corrective discipline process be followed. It is within the discretion of the District Administrator as to whether the aforementioned sequence of disciplinary actions will be followed.

2. Written Warning

The District Administrator may issue a written warning to an employee on the form provided stating the deficiencies or infractions and the expected corrective action. The employee is required to sign the form acknowledging that he/she has received a warning and agrees to comply with the expected corrective action as a condition of employment with the District. The signed form shall be placed in the employee's personnel file and a copy retained by the District Administrator. One copy of the form will be provided to the employee upon request.

3. Demotion

- a. The District Administrator may demote an employee when such employee's work is unsatisfactory and such demotion shall be termed and recorded as involuntary.
- b. An employee may be granted a demotion upon his/her request and such demotion shall be termed and recorded as voluntary.
- c. The reason or reasons for any demotion, involuntary or voluntary, and the date notice of the demotion was issued shall be documented in writing on the form provided. The employee is required to sign the form acknowledging that he/she has received a demotion. The signed form shall be placed in the employee's personnel file and a copy retained by the District Administrator. The District Administrator shall individually inform each Supervisor of such demotion. The demotion shall

become effective immediately upon notice, whether verbally or in writing. One copy of the form will be provided to the employee upon request.

- d. The rate of compensation of a demoted employee shall be fixed at the discretion of the District Administrator and within the pay range for the new position.
- e. At the discretion of the District Administrator, the demoted employee shall be required to serve an initial probationary period of ninety (90) days in the new position. An employee taking a voluntary demotion or a demotion as an alternative to a layoff shall not be required to serve an initial probationary period in the new position.

4. Dismissal

- a. The District Administrator may dismiss an employee at any time, for any reason or no reason.
- b. Dismissals are permanent terminations of employment. The reason or reasons for any dismissal shall be documented in writing on the form provided. A copy of such form will be placed in the employee's personnel file and a copy retained by the District Administrator. The dismissal shall become effective immediately upon notice, whether verbally or in writing.
- c. Reasons for dismissal, whether on duty or off, include, but are not restricted to:
 - 1. Revealing of privileged or confidential information to unauthorized persons.
 - 2. Use, possession, sale or disbursement of alcohol or non-prescription controlled substances during the work day.
 - 3. Failure to meet the responsibility to protect and safeguard District property and the person and property of residents and other employees. No employee shall be in unauthorized possession of any property of the District, its employees or the public, regardless of value, or attempt to remove or remove such property from the premises.

4. Unauthorized possession, use or threatened use of weapons or firearms on District property or at any other place while on duty.
5. Failure to comply with all Safety and Workers' Compensation rules, regulations and procedures, disregarding or violating safety rules such as speeding, unsafe operation of a vehicle, involvement in an accident while operating a District vehicle or equipment, and operating a District vehicle without a proper license. Any injury, illness or accident must be reported in accordance with the procedures specified by the District.
6. Incompetency; wanting in adequate strength, capacity, or physical and/or mental qualifications.
7. Inefficiency.
8. Neglect of duty.
9. Absence from duty without leave for two (2) consecutive working days.
10. Excessive absenteeism or tardiness.
11. Sleeping while on duty.
12. Commission of an act which would bring discredit on the District.
13. Violation of any law, rule or regulation pertaining to or affecting employment in the District.
14. Offensive, indecent, or abusive conduct.
15. Insubordination.
16. Theft, or wilful neglect, or misuse of District funds, property, equipment, material or supplies.
17. Discourteous treatment of the public.
18. Violation of the District's policy prohibiting sexual harassment.

19. Violation of the District's policy prohibiting harassment based on race, color, religion, sex, sexual orientation, national origin, age, disability, pregnancy, marital status or any other characteristic protected by law.
 20. Violation of the District's Drug-Free Workplace Policy.
- d. A terminated employee may file a written request with the Chair of the Board of Supervisors for review by the Board of Supervisors within five (5) working days after notice of termination. Failure to timely file such a request shall constitute a waiver of review by the Board. The Board of Supervisors, after consultation with its attorney, will render its decision regarding the termination at the next regularly scheduled meeting occurring not less than five (5) days after timely receipt of written request for review. The employee, at his/her discretion, may appear before the Board at that meeting. Any written material that the employee wishes the Board to consider must be provided to the Chair of the Board of Supervisors at least five (5) working days prior to said meeting. The decision of the Board of Supervisors is final.
5. Layoff
 - a. The District Administrator may initiate the layoff of one or more employees in the District when it is deemed necessary by reason of shortage of work or funds, the abolition of position(s), material change in District organization, or for other related reasons.
 - b. The reason or reasons for any layoff and the date the layoff becomes effective shall be provided in writing to the affected employee(s). The District will attempt to give the affected employee(s) fourteen (14) calendar days notice of such layoff commencing from the date of issuing notice, whether verbally or in writing.
 6. Employees may be suspended in accordance with the provisions of the District's Drug-Free Workplace Policy.

G. ANTI-HARASSMENT POLICY

All District employees have a right to work in an environment free from all forms of discrimination and conduct which can be considered harassing, coercive or disruptive. Consistent with the District's respect for the rights and dignity of each employee, harassment based on race, age, sex, religion,

color, national origin, political belief, disability, sexual preference, marital status, pregnancy or any other characteristic protected by law, will not be sanctioned nor tolerated. All employees should therefore be aware of the following:

1. Sexual harassment is strictly prohibited. Sexual harassment has been defined by government regulation as “unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature...when submission to such conduct is made, either explicitly or implicitly, a term or condition of an individual’s employment; ... [when] submission to or rejection of such conduct...is used as the basis for employment decisions affecting such individual or...such conduct has the purpose or effect of unreasonably interfering with the individual’s work performance or creating an intimidating, hostile, or offensive work environment.”
2. Harassment on the basis of any other protected characteristic is also strictly prohibited. Under this policy, harassment is verbal or physical conduct that denigrates or shows hostility or aversion toward an individual because of race, age, sex, religion, color, national origin, political belief, disability, sexual preference, marital status, pregnancy or any other characteristic protected by law of an individual or that of relatives, friends or associates, and: (i) has the purpose or effect of creating an intimidating, hostile, or offensive work environment; (ii) has the purpose or effect of unreasonably interfering with an individual’s work performance; or (iii) otherwise adversely affects an individual’s employment.

Harassing conduct includes, but is not limited to, epithets, slurs or negative stereotyping; threatening, intimidating or hostile acts; and written or graphic material that denigrates or shows hostility or aversion toward an individual or a group and that is placed on walls or elsewhere on the employer’s premises or circulated in the workplace.

3. Supervisors are responsible for taking reasonable measures to ensure that no employee is subjected to conduct that constitutes sexual or any other form of harassment.
4. Any individual found to have engaged in sexual or any other form of harassment will be disciplined as appropriate, up to and including termination.
5. An employee who believes that he or she has been the subject of sexual harassment, or any other form of harassment defined above, by any person employed by the District, any person who does business with the District, or any member of the public with whom

District employees may come into contact, shall report such conduct at once to the District Administrator. If, for whatever reason, the employee cannot report the matter to the District Administrator, then the employee shall register his/her complaint with the Chairman of the District Board.

Complaints received by the District Administrator shall be promptly investigated and a report shall be filed with the Chairman of the District Board. If, for whatever reason, such a report cannot be directed to the Chairman, the District Administrator shall forward the report to the Vice Chairman of the District Board. Complaints received by the Vice Chairman and which have not been reported to the District Administrator shall be promptly investigated and a report shall be filed with the Chairman or, if forwarding the report to the Chairman is not practicable, to the Secretary/Treasurer of the District Board.

The District strongly encourages the reporting of all incidents of sexual harassment or any form of harassment, regardless of who the offender may be, or the nature of the offender's relationship to the District.

6. A prompt and thorough investigation of the alleged incident will be conducted to the fullest extent possible, and appropriate corrective action will be taken if warranted. To the extent allowable by law and consistent with adequate investigation and appropriate corrective action, any complaints of harassment will be treated as confidential.
7. The District will not in any way retaliate against an employee, potential employee, or former employee who, in good faith, makes a complaint or report of harassment, or who participates in the investigation of such a complaint or report. Retaliation against any individual for the good faith reporting of a claim of harassment or cooperating in the investigation of same will not be tolerated and will itself be subject to appropriate discipline.
8. These policies prohibiting sexual harassment and other harassment shall be distributed to all newly-hired employees and, upon adoption by the District Board, to all employees employed at the time of adoption. In addition, any changes made to these policies shall be distributed to all newly-hired employees and current employees employed at the District at the time of adoption. A written acknowledgment form shall be signed by each employee who receives a copy of these policies or any amendments to these policies.

The District shall take all appropriate steps to enforce this Policy.

H. ON-THE-JOB INJURY

Employees are required to notify the District Administrator of any on-the-job injury immediately, and no later than thirty (30) days after the date of or initial manifestation of the injury.

I. ELECTRONIC MAIL

Any employee of the District that utilizes electronic mail (i.e., "e-mail") using District equipment, shall limit the use to District-related business; electronic mail using District equipment for personal reasons is strictly prohibited.

J. MEDICAL RECORDS

All medical information about an employee, including doctor's excuse for sick leave, will be kept confidential and separate from an employee's personnel file. The separate file will be marked "CONFIDENTIAL" and may only be viewed under the following circumstances:

1. Supervisors and managers may be informed about necessary restrictions on the work or duties of an employee and necessary accommodations; or
2. First aid and safety personnel may be informed, when appropriate, if an employee's disability might require emergency treatment or if any specific procedures are needed in the case of fire or other evacuation; or
3. Government officials investigating compliance with the Americans With Disabilities Act and other Federal and State laws prohibiting discrimination on the basis of disability or handicap may be provided relevant information on request; or
4. Relevant information may be provided to State workers' compensation offices or "second injury" funds, in accordance with state workers' compensation laws; or
5. Relevant information may be provided to insurance companies where the company requires a medical examination to provide health or life insurance or other types of insurance for employees; or
6. Where disclosing such records is required to respond to a subpoena or comply with an order from a court or administrative tribunal of competent jurisdiction.

K. DRUG-FREE WORKPLACE POLICY

The District has adopted a Drug-Free Workplace Policy to which its employees must adhere, and which is incorporated into these Policies by reference. In the event of any conflict between the provisions of these Policies and the Drug-Free Workplace Policy, then the terms of the Drug-Free Workplace Policy shall control.

L. CELL PHONE POLICY – REGARDING CELL PHONE USE WHILE OPERATING DISTRICT EQUIPMENT (JUNE 9, 2014)

This policy outlines the use of cell phones, media devices (i.e., iPad, iPod), electronic devices (i.e., Nook, Palm, Kindle), associated accessories (i.e., Bluetooth, ear buds, headphones), personal communications at work (i.e., talking, texting, emails, social media, videos), the personal use of business devices and the safe use of cell phones, media devices, and electronic devices by employees while driving, while operating equipment or machinery, or performing duties at a worksite.

SCOPE:

All employees.

PROVISIONS:

Where job or business needs demand immediate access to an employee, the District may communicate by cell phone or other electronic device to an employee for work-related communications.

RESTRICTIONS:

Employees whose job responsibilities require a CDL or include regular or occasional driving are prohibited from using hand held cell phones, media devices, electronic devices, and associated accessories while driving, while stationary at traffic lights, stop signs, or in heavy traffic, or while operating equipment or machinery. If you are driving and you must accept a call, you can only answer the call if the driver is able to operate the device by pushing a single button which is within his or her reach, such as a two-way radio. Safety must come before all other concerns. Employees are expected to pull off to the side of the road and safely stop the vehicle before placing or accepting a call or other communication with a hand held device.

Employees whose job responsibilities do not specifically include driving or operating equipment or machinery as an essential function are also expected

to abide by the provisions above and must refrain from using hand held cell phones, media devices for business purposes and other electronic devices while operating a vehicle. Under no circumstances are employees allowed to place themselves at risk to fulfill business needs.

Employees who are charged with traffic violations resulting from the use of their cell phones, media devices, electronic devices, and associated accessories while driving will be solely responsible for all liabilities that result from such actions.

Violations of this policy will be subject to the highest form of discipline, including termination.

An employee that is observed not complying with this policy will receive an initial warning. A second act of non-compliance of this policy will result in five (5) days off work without pay. A third act of non-compliance of this policy will result in employee termination.

PERSONAL USE:

While at work, employees are expected to exercise discretion in using personal cell phones, media devices, electronic devices, and associated accessories as is expected for the use of District devices. Excessive personal calls, texts, or media use during the workday, regardless of the device used, can interfere with employee productivity and be distracting to others. A reasonable standard is to limit personal communication during work time to no more than one (1-3 minutes) per day as needed. Employees are therefore asked to make any other personal communication on non-work time and to ensure that friends and family member are aware of the District's policy. Flexibility will be provided in circumstances demanding immediate attention. Accessories for personal devices such as bluetooth, ear phones and head sets are prohibited while driving, while operating equipment or machinery, or performing duties at a worksite.

The District will not be liable for the loss of personal cellular phones, media devices, or other electronic device brought into the workplace.

V. COMPENSATION

A. SALARY

Each position shall have a salary range either monthly, weekly or hourly established by the District Board.

B. PAY PERIODS

Employees shall be paid weekly or on such other basis as may be determined by the District Administrator or District Board. Pay periods normally begin on Thursday and end on the Wednesday of the following week subject to such other basis as may be determined by the District Administrator or District Board. Pay checks will normally be issued within seven (7) days after the pay period ends.

C. SALARY REQUIREMENTS

1. The District Board may adopt cost of living adjustments, which will be applicable to all employees. Unless otherwise acted upon by the District Board, any such cost of living adjustment shall become effective at the beginning of the District's fiscal year (i.e., October 1).
2. The District Board may adopt from time to time a total merit increase amount, which will be based upon the District Administrator's recommendations and budgetary constraints. Upon adoption of a total merit increase amount, the District Administrator is authorized to establish and disburse each employee's increase amount based upon meritorious service or such other admirable performance criteria established by the District. All merit increases (if awarded) shall become effective on the date established by the District Board at the time of adoption.
3. The performance and compensation of all employees will be evaluated annually by the District Administrator.

D. WORK HOURS

The work week consists of 40 hours for regular full-time employees. Normal office hours are 8:00 a.m. to 4:00 p.m. Monday through Friday. Field operations personnel hours are 7:30 a.m. to 4:00 p.m. Monday through Friday inclusive of one-half hour lunch break. Work hours for regular part-time and temporary employees are to be established on an individual basis by their supervisor. All exempt employees must utilize time cards or such other time record forms required by their supervisor to indicate hours worked.

E. OVERTIME

1. The District Administrator and Superintendent of Plant and Operations should anticipate working outside of and in excess of his/her normal working hours without compensation for overtime hours worked. The District Administrator and Superintendent of Plant and Operations

shall be on 24 hour emergency call 7 days a week, unless prior arrangements have been made to have another employee take such calls.

2. All other employees will be compensated for any time worked in excess of 40 hours per week. Only actual time worked is counted for computing overtime. Paid holidays, vacation, sick leave or leaves of absence are not considered actual time worked.
3. Compensation for each overtime hour will be equal to 1.5 times the employee's regular hourly rate, except for Sundays and District holidays, when the compensation will be equal to 2.0 times the employee's regular hourly rate. All overtime must have the prior approval of the District Administrator.
4. On-Call Pay: Hourly employees who are assigned to be on-call for emergencies and subject to being called out during their off-duty time will be entitled to per diem pay for those days that the employee is on-call. The amount of per diem pay shall be established and adjusted from time to time at the discretion of the District Administrator. Any employee called back (required to report at a work location) shall be paid for actual time worked at the rate of time and one-half (1.5) the employee's straight time rate of pay (in one-quarter (1/4) hour increments), Monday through Saturday with a minimum of two (2) hours call-back pay per day (12:00 A.M. to 11:59 P.M.). On Sunday and Holidays the call-back rate of pay will be a double time rate of normal hourly pay (in one-quarter (1/4) hour increments) with a two (2) hour minimum call-back pay per day (12:00 A.M. to 11:59 P.M.).

Employees who are on call shall be free to engage in personal pursuits while on call. In order to be eligible for on-call pay, the employee must:

- a. Be designated on-call by their supervisor.
- b. Be assigned and remain in possession of a beeper and other communication device (e.g., mobile phone or radio) provided by the District.
- c. Be able to be in contact either by telephone or in person with the District Administrator within thirty (30) minutes and be at the location designated by their supervisor within sixty (60) minutes thereafter.
- d. Not be impaired by the consumption of any alcohol or drugs.

On-call assignments will be rotated between all full-time field operations employees on a weekly basis.

Employees who are notified to be on-call will be paid in accordance with this on-call policy of the District.

An employee who is on-call may request a waiver from the on-call responsibility for specific personal activity, when the specific personal activity will cause them to be unavailable for emergency calls. It is the responsibility of the employee to contact his/her supervisor in sufficient time to allow for other on-call coverage to be arranged.

On-call hours must be approved by the District Administrator.

F. EMPLOYEE INCENTIVE PAY

The District Administrator shall have the discretion to award any District employee incentive pay, which incentive pay shall not exceed four percent (4%) of that employee's base salary for the applicable year. The District Administrator is eligible for incentive pay, with the same limitation, but such incentive pay may be awarded to the District Administrator as follows: along with the annual evaluation of the District Administrator by the Board of Supervisors, each Supervisor shall include a suggested incentive pay percentage (up to the maximum of 4%) and the District Administrator will receive an incentive award equal to the average percentage set forth in said evaluations. The District Administrator shall also have the discretion to utilize District funds, not to exceed \$500.00 in any single fiscal year, for incentive awards, employee recognition events, and similar types of incentive and recognition items that, in the District Administrator's opinion, act as an incentive to and encourage superior performance by the District's employees.

VI. BENEFITS

Benefits listed below are applicable only to Regular Full-time and Regular Part-time Employees of the District unless otherwise noted. Temporary Employees DO NOT RECEIVE ANY BENEFITS.

A. HOLIDAYS

District employees will observe the following holidays:

New Year's Day
Martin Luther King, Jr. Day
President's Day
Memorial Day
Independence Day

Labor Day
Veterans Day
Thanksgiving Day
Friday after Thanksgiving
Christmas Eve
Christmas Day
One Floating Holiday, subject to the District Administrator's approval (with reasonable notice to be given by the employee).

If any of these holidays fall on Saturday, the preceding Friday will be observed as a holiday; or if any of these holidays fall on a Sunday, the following Monday will be observed as a holiday.

B. SICK LEAVE

1. Regular part-time employees are not eligible for sick leave.
2. Effective the date of their employment, regular full-time employees will begin accruing sick leave at the rate of two (2) hours per week. Sick leave may be used after ninety (90) days of continuous employment for non-job related illness or injury, disability, visits to doctors or dentists, maternity/paternity leave, or for personal reasons such as the illness or death of a family member being a spouse, parent, child, step/foster child, brother, sister, grandparent or grandchild of either the employee or his/her spouse.
3. No more than 32 hours per calendar year of accumulated sick leave may be used for personal reasons other than those specified in Paragraph 2. Thereafter, additional leave required for personal reasons will be charged to accumulated annual leave or will be treated as leave without pay if annual hours have been fully consumed.
4. An employee may accrue no more than 260 hours of sick leave as of the conclusion of any fiscal year. To the extent that an employee has accrued sick leave in excess of 260 hours at the conclusion of any fiscal year, the employee will receive monetary compensation equal to 100% of his/her rate of pay as of the end of said fiscal year, multiplied by the number of hours in excess of 260. The disbursement would be issued to the employee within 30 days after the Board accepts the audit for the applicable fiscal year. Such disbursement shall be subject to any applicable withholding.
5. For accumulated sick leave, the District has established a long-term disability "bank" under which the District will match an equal amount up to a maximum of 520 hours (260 hours by the employee, and 260 hours by the District). The purpose of the bank is to provide

compensation to a disabled employee during the 90 day "elimination period" required before payments will be made under the long-term disability insurance policy. Employee will be eligible to receive compensation from this "bank" upon the occurrence of a "qualifying disability event", as defined in the long-term disability policy in effect for the District at the time such event occurs. To the extent that the time is utilized by an employee for normal sick leave pay, the result would be a deduction from the long-term disability "bank" from both the employee's and the District's contributed portion (e.g. 8 hours of sick leave used by an employee other than with respect to a long-term disability event results in a deduction of 16 hours [8 hours from the employee and 8 hours from the District] from the long-term disability "bank"). Each hour used with respect to a qualifying disability event shall be deducted from the "bank" on the basis of one-half hour being deducted from the employee's portion and one-half hour being deducted from the District's portion. Thus any time remaining in the "bank" will be deemed to be 50% employee's time and 50% time contributed by the District.

In the event that no long-term disability insurance is in effect for District employees, the "bank" will be dissolved. The employee's portion shall continue to be available to the employee pursuant to the provisions of this Section B, but the District portion shall be forfeited and the employee shall have no claim to such portion.

When an employee separates from the District, he/she shall be paid 100% of the employee's share of the long-term disability bank, based on his/her rate of pay at the time of separation. The District portion, however, shall be forfeited and the employee shall have no right to be reimbursed for the District portion of the long-term disability "bank."

6. All sick leave must be reported to the District Administrator prior to the normal starting time of the workday the sick leave is to commence. Proof of illness for all sick leave in excess of two (2) consecutive days is mandatory.
7. Family and Medical Leave Act (FMLA) is available under the following conditions:
 - a. Covered Condition - The FMLA covers the birth, placement or adoption of a child and any "serious health condition" of an employee or the employee's spouse, child or parent.
 - b. Qualifying Limitations - The employee must have worked for the employer for the preceding twelve months and for a least

1,250 hours in the preceding year before being entitled to FMLA leave.

- c. Basic Entitlement - Twelve weeks of unpaid leave (paid leave may be substituted); reinstatement to substantially equivalent position; continued coverage under any group health plan.
- d. Notice Requirements - Employee must give reasonable notice to the employer prior to taking FMLA leave.
- e. Medical Examination Requirement - An employer is entitled to require certification of the "serious health condition."
- f. Intermittent Leave Requirement - Intermittent leave is available to an employee to be counted against the twelve-week entitlement.
- g. Concurrent Leave - FMLA leave may run concurrent with other leave benefit provided by the District.

C. ANNUAL LEAVE

- 1. Effective the date of their employment, employees will begin earning annual leave. Annual leave may be used after one hundred eighty (180) days of continuous employment and only with prior approval of the District Administrator. All regular full-time employees will accrue annual leave as follows:

<u>Length of Employment</u>	<u>Hours Earned</u>
1st thru 4th year	1.538 per week
5th thru 9th year	2.308 per week
10 years and over	3.077 per week

- 2. Regular part-time employees working more than 30 hours per week earn annual leave at an accrual rate proportionate to the hours worked versus a full-time 40 hours.
- 3. Earned annual leave should be used on a current yearly basis to allow for the employee's proper rest and relaxation without adversely impacting District operations.
- 4. An employee may accumulate and retain up to 320 hours of annual leave. Annual leave hours accumulated in excess of 320 hours will be lost by the employee if not used by September 30 of the year the excess hours were accumulated.

5. When an employee separates from the District, he/she will be paid for unused annual leave not to exceed 320 hours at the same hourly rate being earned at the date of separation. New employees separating from the District prior to completing 180 days of continuous employment shall forfeit all accrued annual leave.

D. COMPENSATORY TIME

An employee otherwise entitled to overtime pay as specified in subsection V.E. may request compensatory time in lieu of overtime pay for hours worked over and above the regular 40 hour work week. In such cases compensatory time may be granted at 1.5 times the actual overtime hours worked (2.0 times for work on Sundays or District observed holidays) i.e., four (4) hours regular overtime equals six (6) hours compensatory time. Compensatory time must be used in the same or following pay period it was earned.

Compensatory time must be approved prior to extra time being worked. Approval for compensatory time is at the discretion of the District Administrator.

E. RETIREMENT BENEFITS

Regular full-time and regular part-time employees of the District will be enrolled in the Florida Retirement System.

F. HEALTH BENEFITS

Regular full-time and regular part-time employees will receive group health insurance benefits after ninety (90) days of continuous employment and as determined applicable by the District Board at the time of employment. The District Board reserves the right to substitute a health insurance allowance for group health insurance benefits at its discretion.

G. JURY DUTY AND SUBPOENAS

Employees summoned for jury duty or subpoenaed by the courts will be paid at their regular rate of pay with the proviso that all fees and per diem paid them for such summonses exclusive of reimbursements for expenses incurred will be returned to the District.

Employees are required to inform the District Administrator immediately upon receipt of summons.

H. TERMINAL ILLNESS BENEFIT

An employee who is unable to work because of a terminal illness, as diagnosed by a licensed physician, shall be continued to be paid his/her

regular compensation and benefits for a period of the lesser of: (i) ninety (90) days from the date that said employee has exhausted all annual and sick leave (except that the District's portion of the long-term disability "bank" may not be utilized for this purpose) or (ii) the date of death of said employee.

I. LONG-TERM DISABILITY INSURANCE BENEFIT

1. Regular part-time employees are not eligible for the long-term disability insurance benefit.
2. Regular full-time employees of the District will receive a group long-term disability insurance benefit after ninety (90) days of continuous employment, with said benefit having a ninety (90) day "elimination period" between the qualifying "disability event" (as defined in the then current long-term disability policy) and the time benefits are received. The District Board reserves the right to discontinue this benefit at any time.

Adopted: January 11, 1999

**Revised: April 2000
November 2001
October 2003
May 2005
August 2014
October 2014**

**APPROVED DISTRICT PAID-TIME-OFF POLICY
APPROVED OCTOBER 9, 2017**

PAID TIME OFF

Effective November 1, 2017, the District is converting from sick and annual (vacation) leave to Paid Time Off (“PTO”). This policy supersedes all prior policies relating to the accrual, use and payout, if any, of sick and annual (vacation) leave.

PTO may be used, for example, for vacation, personal time, appointments, illness, or to care for dependents. As with vacation or sick leave, PTO must be scheduled in advance and approved by your supervisor in accordance with District policy. Employees are expected to manage their PTO balance to ensure it is available to them for sudden illness or other unexpected matters.

Regular Part-Time employees are not eligible for PTO.

CONVERSION OF ANNUAL (VACATION) LEAVE

Any accrued Annual Leave accumulated in excess of 320 hours at the end of business on October 31, 2017 shall be forfeited. During the first pay period in November 2017, each employee’s accumulated Annual Leave balance at or under 320 hours shall be converted to PTO Carryover hours. PTO Carryover hours shall be used first, prior to regular PTO accruals.

CONVERSION OF SICK LEAVE

Any accrued Sick Leave accumulated in excess of 260 hours at the end of business on October 31, 2017 shall be paid at 100% at the employee’s rate of pay as of October 31, 2017. Such payment shall be issued within 30 days after the Board accepts the audit for the applicable fiscal year. Such payment shall be subject to applicable withholding and taxes.

During the first pay period in November 2017, each employee’s accumulated Sick Leave balance at or under 260 hours shall be converted to a Sick Leave Reserve Account.

PTO ACCRUALS

Regular Full-Time Employees are eligible to accrue PTO hours each pay period based on regular hours worked or when the employee is in paid status during District recognized holidays, bereavement leave, and jury duty (maximum of 40 hours).

PTO is not accrued during any time when the employee is absent from work without pay, including unpaid leaves of absence, short-term disability, workers compensation

leave, or long-term disability. Additional PTO hours are not accrued for supplemental straight time hours worked or overtime hours worked.

The amount of PTO accrued each year is as follows:

<u>Completed Years Of Service</u>	<u>Hours Accrued Per 80 Hours Worked</u>	<u>2080 Hours/Year Annual Accrual</u>	<u>Max Accrued Hours*</u>
0 years - Completion of 5 th Year	5.539 hours	144 hours	280 total hours
Beginning of 6 th Year – Completion of 10 th Year	7.077 hours	184 hours	280 total hours
Beginning of 11 th Year+	8.616 hours	224 hours	280 total hours

*While employees are permitted to accrue the total number of hours listed above, eligible employees shall only be eligible for payment at separation of employment in accordance with the section of this policy entitled “Payments at Separation of Employment.”

USE OF PTO

Employees are ineligible to use PTO during the first six (6) months of employment. Once eligible, employees must request and obtain approval from the immediate supervisor in advance of using PTO or the Sick Leave Reserve Account. In cases of unforeseen illness or emergency, employees must notify the supervisor as soon as practicable but no later than one (1) hour prior to the start of the scheduled shift.

Employees who maintain PTO Carryover hours shall be required to use those hours prior to using regular PTO hours. Employees must use a minimum of 80 hours PTO Carryover hours during each of Fiscal Years 2017/2018 and 2018/2019 until such hours are exhausted.

Employees shall use the Sick Leave Reserve Account hours before using regular PTO in the following circumstances:

- a. Continuous absence due to personal illness or injury lasting four (4) consecutive work days or longer accompanied by a physician note indicating the employee was unable to work.
- b. Absence due to personal illness or injury that qualifies under Family Medical Leave.
- c. Absence due to a family member’s serious health condition under the Family Medical Leave policy.

- d. Any absence of the employee due to illness, injury, or medical appointments for him/herself or that of a spouse, parent or child residing in the same household.

Once the Sick Leave Reserve Account is depleted, it shall not be replenished.

PAYMENTS AT SEPARATION FROM EMPLOYMENT

PTO Carryover Hours: Employees shall be paid 100% of the PTO Carryover hours at the rate of pay in effect as of October 31, 2017. Employees are eligible for this payment regardless of the reason for separation from Employment.

Sick Leave Reserve Account: Employees shall be paid 100% of the Sick Leave Reserve Account balance at the rate of pay in effect as of October 31, 2017. Employees are eligible for this payment regardless of the reason for separation from Employment.

PTO: Employees with at least six (6) months of service are eligible for payment of fifty percent (50%) of a maximum 240 accrued and unused PTO hours when the employee resigns, is laid off, or retires under the terms of the District's retirement plan then in effect. Payment is made at the rate of pay in effect at the time of separation. Employees who are terminated from employment by the District for disciplinary, performance, conduct, or other reasons, shall forfeit and not be eligible for payment of accrued and unused PTO hours.

October 9, 2017

**Approved by the Loxahatchee Groves Water Control District
Board of Supervisors on October 9, 2017**

District 17 The Town of Loxahatchee Groves

Monthly Report: December 2018



CAD Calls	Monthly
Business/Residence Checks	586
Traffic Stops	159
Calls for Service (Excluding 1061's)	326
All CAD Calls – Total	912

Traffic Summary	Monthly
Warnings (Written and Verbal)	114
Citations	57
Total	171

Data Source: CrimeView Dashboard

*Omit Miscellaneous Calls

Summary: During the month of December, there were 912 generated calls within the district. 82% of these calls were self-initiated.

Crimes	Monthly
Murder	0
Shooting	0
Sexual Assault	0
Robbery	0
Burglary- Residential	1
Burglary- Vehicle	0
Burglary- Business/ Construction	1
Theft	1
Motor Vehicle Theft	1
Vandalism	0
Fire	0
Total	4

Residential Burglary:

- **S21R: 18-157388 at 397 Folsom Rd reported on 12/19/18.**

Unknown suspect removed a gas blower, weed eater and truck tires from the front yard. The victim was home and attempted to take pictures of the suspect, but he pushed the victim causing her to drop her phone and she was unable to take photos.

Construction Burglary:

- **S21C: 18-156195 at 15381 North Rd reported on 12/19/18.**

Unknown suspect(s) entered the farm which is under construction and removed a utility vehicle (mule), a bucket attachment, a grapple attachment, 4 chainsaws and miscellaneous tools. No CCTV or witnesses.

Theft:

- **S30: 18-160198 at 15731 Southern Blvd reported on 12/27/18.**

An employee stole \$700 over a year's time. The business completed an agreement with the suspect who will repay the money and they will not prosecute.

Auto Theft:

- **S10: 18-152107 at 1754 B Rd reported on 12/5/18.**

Unknown suspect(s) stole the victim's truck which had the keys inside the gas cap door. No CCTV or witnesses.

15845 Southern Boulevard, Loxahatchee, FL 33470

All CAD Incidents



Business Checks	15
Alarm - Municipality	1
Police Service Call	1
Totals	17

Data Source: CrimeView Dashboard

Summary: There were no cases for the month of December.



12/3/2018

Palm Beach County Fire Rescue

Loxahatchee Groves - # of Calls by Situation

Disp

<u>Situation Dispatched</u>	<u># of Events</u>
Fire Alarms:	10
Vehicle Accidents:	7
Brush Fires:	3
Investigation:	3
Chest Pain:	3
Sick Person:	3
Unconscious:	2
Fall:	2
821	2
Powerlines Down:	1
Police/EOD Assist:	1
Domestic:	1
Fainting/Syncope:	1
Unknown Medical:	1
141	1
173	1
460	1
605	1
Total number of Events:	<u><u>44</u></u>



12/4/2018

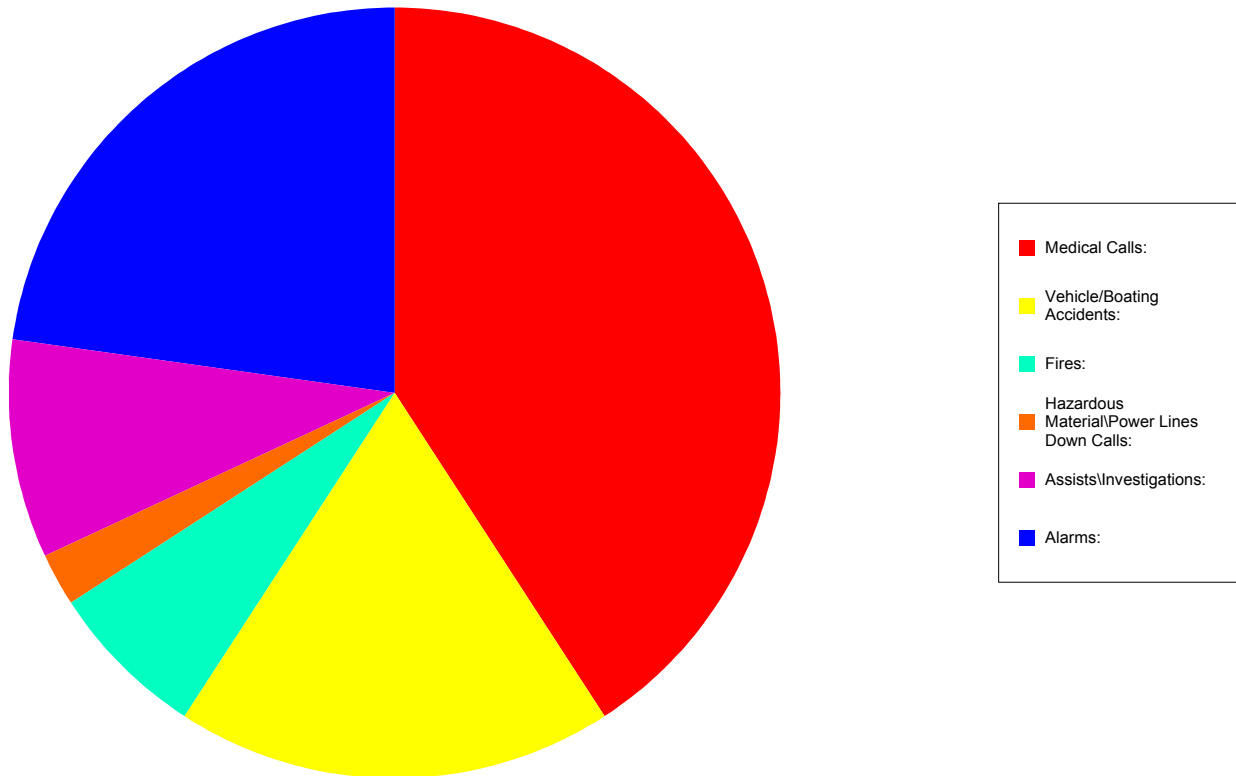
Palm Beach County Fire Rescue

Loxahatchee Groves - # of Calls by Type

20181101 to 20181131

<u>Type - Situation Dispatched</u>	<u># of Incidents</u>
Medical Calls:	18
Vehicle/Boating Accidents:	8
Fires:	3
Hazardous Material\Power Lines	1
Assists\Investigations:	4
Alarms:	10
Total number of Events:	44

Calls by Situation Dispatched





12/4/2018

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20181101 to 20181131

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Oncene	Close	Disp Hand	Turnout	Travel	Resp Time*
Emergency Calls:													
F18182351	21	OKEECHOBEE BLVD/B RD LOX	11/01/2018		08:37:23	08:37:35	08:39:12	08:41:46	09:51:10	0:00:37	0:01:37	0:02:34	0:04:48
F18183145	21	OKEECHOBEE BLVD/E RD LOX	11/02/2018	15:26:03	15:26:21	15:26:32	15:27:45	15:31:55	15:40:04	0:00:29	0:01:13	0:04:10	0:05:52
F18183295	21	OKEECHOBEE BLVD LOX	11/02/2018		18:57:23	18:57:32	18:58:37	19:00:25	19:01:29	0:00:34	0:01:05	0:01:48	0:03:27
F18183442	21	35TH PL N/NORTH RD	11/02/2018	23:18:45	23:19:25	23:19:34	23:22:09	23:32:16	23:32:25	0:00:49	0:02:35	0:10:07	0:13:31
F18185371	21	F RD LOX	11/06/2018	12:08:21	12:08:59	12:09:08	12:09:59	12:14:42	12:55:43	0:00:47	0:00:51	0:04:43	0:06:21
F18186151	20	BINKS FOREST DR/FLYING COW RANCH RD	11/07/2018	16:20:55	16:21:13	16:21:20	16:21:50	16:26:12	16:38:31	0:00:25	0:00:30	0:04:22	0:05:17
F18187227	20	SOUTHERN BLVD LOX	11/09/2018		13:48:59	13:49:04	13:50:15	13:53:35	14:18:24	0:00:30	0:01:11	0:03:20	0:05:01
F18187241	21	B RD/NORTH RD LOX	11/09/2018		14:10:57	14:11:05	14:12:01	14:23:08	14:28:31	0:00:33	0:00:56	0:11:07	0:12:36
F18187539	21	E RD LOX	11/10/2018	00:38:50	00:39:46	00:39:56	00:41:26	00:47:41	01:14:26	0:01:06	0:01:30	0:06:15	0:08:51
F18188014	21	F RD LOX	11/10/2018	19:08:31	19:09:03	19:09:09	19:09:51	19:16:19	19:37:48	0:00:38	0:00:42	0:06:28	0:07:48
F18188038	21	42ND ST N LOX	11/10/2018	19:57:48	19:58:05	19:58:14	19:59:10	20:09:12	20:41:49	0:00:26	0:00:56	0:10:02	0:11:24
F18188541	21	FOLSOM RD LOX	11/11/2018	18:31:05	18:31:48	18:31:55	18:32:49	18:49:41	18:52:38	0:00:50	0:00:54	0:16:52	0:18:36
F18188675	21	152ND WAY N LOX	11/11/2018	23:42:02	23:42:32	23:42:39	23:43:27	23:54:50	00:42:39	0:00:37	0:00:48	0:11:23	0:12:48
F18189189	21	23RD CT N LOX	11/12/2018		19:23:33	19:23:37	19:24:10	19:36:21	20:13:29	0:00:29	0:00:33	0:12:11	0:13:13
F18190719	20	COLLECTING CANAL RD/B RD LOX	11/15/2018	09:33:43	09:34:27	09:34:36	09:35:17	09:38:41	10:12:05	0:00:53	0:00:41	0:03:24	0:04:58
F18190850	26	NORTH RD LOX	11/15/2018	13:24:07	13:24:29	13:24:40	13:25:29	13:32:07	14:18:17	0:00:33	0:00:49	0:06:38	0:08:00
F18192461	21	BRYAN RD LOX	11/18/2018	09:12:39	09:13:00	09:13:09	09:13:59	09:17:32	09:50:23	0:00:30	0:00:50	0:03:33	0:04:53
F18192527	20	STATE ROAD 80 LOX	11/18/2018	11:36:55	11:37:25	11:37:34	11:38:46	11:41:51	12:12:25	0:00:39	0:01:12	0:03:05	0:04:56
F18193483	21	FARLEY RD LOX	11/20/2018		03:01:06	03:01:17	03:03:24	03:09:37	03:22:45	0:00:36	0:02:07	0:06:13	0:08:56
F18194569	26	NORTH RD LOX	11/21/2018		23:05:54	23:06:02	23:07:03	23:19:49	23:30:17	0:00:33	0:01:01	0:12:46	0:14:20
F18195848	21	24TH CT N LOX	11/24/2018	11:40:43	11:41:10	11:41:17	11:41:50	11:46:46	12:20:57	0:00:34	0:00:33	0:04:56	0:06:03
F18197775	21	E RD/NORTH RD LOX	11/27/2018		19:12:10	19:13:05	19:14:14	19:18:02	19:35:58	0:01:20	0:01:09	0:03:48	0:06:17
F18199344	21	SOUTHERN BLVD LOX	11/30/2018	08:38:31	08:38:49	08:38:57	08:39:13	08:46:40	09:20:49	0:00:26	0:00:16	0:07:27	0:08:09

Average Response Times:

0:00:39 0:01:03 0:06:50 0:08:31

Non Emergency Calls:

F18183419	21	24TH CT N LOX	11/02/2018	22:10:45	22:11:01	22:11:10	22:12:37	22:16:14	23:33:11	0:00:25	0:01:27	0:03:37	0:05:29
F18184094	26	NORTH RD LOX	11/04/2018	04:08:55	04:09:19	04:10:09	04:11:42	04:21:31	04:37:18	0:01:14	0:01:33	0:09:49	0:12:36
F18186581	21	OKEECHOBEE BLVD LOX	11/08/2018		12:14:35	12:15:43	12:16:25	12:24:00	12:32:38	0:01:33	0:00:42	0:07:35	0:09:50

Created by Jill Gregory on 10/08/2008 (updated 05/23/2012)

\\Client\H\$\Alyssa\Monthly Crystal Reports\Updated 9.40 Reports\Municipal Response Time - NEW 9.4 Updated August 2018.rpt



12/4/2018

Palm Beach County Fire Rescue

Loxahatchee Groves Response Time Report

20181101 to 20181131

Event #	Station	Location of Event	Date	Received	Entered	Dispatch	Enroute	Onscene	Close	Disp Hand	Turnout	Travel	Resp Time*
F18187061	21	23RD CT N LOX	11/09/2018		08:51:05	08:51:23	08:51:56	08:57:33	08:59:04	0:00:43	0:00:33	0:05:37	0:06:53
F18187578	21	23RD CT N LOX	11/10/2018		03:00:23	03:00:27	03:01:48	03:06:07	03:09:15	0:00:29	0:01:21	0:04:19	0:06:09
F18189730	21	23RD CT N LOX	11/13/2018		17:20:33	17:20:44	17:21:37	17:30:43	18:20:20	0:00:36	0:00:53	0:09:06	0:10:35
F18191429	21	OKEECHOBEE BLVD LOX	11/16/2018		13:44:18	13:44:29	13:45:11	13:48:39	13:51:00	0:00:36	0:00:42	0:03:28	0:04:46
F18191558	21	SOUTHERN BLVD LOX	11/16/2018		17:05:20	17:05:24	17:06:28	17:12:39	17:14:09	0:00:29	0:01:04	0:06:11	0:07:44
F18197046	21	LOS ANGELES DR/B RD LOX	11/26/2018	14:30:20	14:31:05	14:31:16	14:32:35	14:37:20	14:51:41	0:00:56	0:01:19	0:04:45	0:07:00
F18197215	21	NORTH RD/E RD LOX	11/26/2018		19:34:59	19:35:06	19:36:29	19:46:56	19:50:36	0:00:32	0:01:23	0:10:27	0:12:22
F18197315	21	B RD LOX	11/27/2018		00:07:50	00:07:56	00:09:24	00:15:35	00:41:29	0:00:31	0:01:28	0:06:11	0:08:10
F18198983	21	E RD LOX	11/29/2018	16:47:08	16:49:24	16:49:33	16:50:31	17:09:39	17:27:56	0:02:25	0:00:58	0:19:08	0:22:31
F18199366	21	24TH CT N LOX	11/30/2018		09:19:41	09:19:49	09:21:31	09:31:39	09:36:11	0:00:33	0:01:42	0:10:08	0:12:23
F18199628	21	OKEECHOBEE BLVD LOX	11/30/2018		16:17:25	16:17:32	16:18:25	16:21:04	16:24:30	0:00:32	0:00:53	0:02:39	0:04:04

Corrupt Data:

F18182351	21	OKEECHOBEE BLVD/B RD LOX	11/01/2018	08:37:41	08:37:23	08:37:35	08:39:12	08:41:46	09:51:10	Received Time is greater than Entered Time			
F18183307	21	OKEECHOBEE BLVD/D RD LOX	11/02/2018		19:08:37	19:08:55	19:09:43		19:12:15	Empty Time Fields			
F18184934	21	OKEECHOBEE BLVD LOX	11/05/2018		16:28:53	16:28:54	16:29:26	16:28:54	17:21:10	Enroute Time is greater than Onscene Time			
F18186056	21	OKEECHOBEE BLVD LOX	11/07/2018		13:16:22	13:16:24	13:17:06	13:16:24	13:46:43	Enroute Time is greater than Onscene Time			
F18191774	21	SOUTHERN BLVD LOX	11/17/2018		03:20:14	03:20:20	03:21:52		03:22:38	Empty Time Fields			
F18195090	21	E RD LOX	11/22/2018	23:11:16	23:11:32	23:11:40	23:13:23		23:16:49	Empty Time Fields			
F18185852	21	23RD CT N LOX	11/07/2018		07:33:17	07:33:26	07:34:51		07:37:20	Empty Time Fields			
F18186740	21	13TH PL N LOX	11/08/2018		16:36:12	16:36:20	16:37:40		16:40:08	Empty Time Fields			

Total number of Events: 44

*Represents call received to arrival. If there is no received time, the County annual average call received to call entered time is used.



Fire Rescue

Chief Michael Mackey
405 Pike Road
West Palm Beach, FL 33411
(561) 616-7000
www.pbcgov.com



**Palm Beach County
Board of County
Commissioners**

Melissa McKinlay, Mayor
Mack Bernard, Vice Mayor
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Paulette Burdick
Dave Kerner
Steven L. Abrams
Mary Lou Berger

County Administrator

Verdenia C. Baker

December 14, 2018

William F. Underwood, Town Manager
Town of Loxahatchee Groves
155 F Road
Loxahatchee, FL 33470

Dear Mr. Underwood:

Enclosed is the Response Time Report for the Town of Loxahatchee Groves for the month of November 2018.

If you have any questions of concerns, please contact me at 561-214-3263

Sincerely,

A handwritten signature in blue ink, which appears to read "Will of Rowley".

William Rowley, District Chief
Palm Beach County Fire Rescue

*"An Equal Opportunity
Affirmative Action Employer"*

Official Electronic Letterhead

Town of Loxahatchee
Groves

Memo

To: William Underwood II
Thru: Francine Ramaglia
From: Will Underwood
CC: Senior Management
Date: December 13, 2018
Re: Trash Can Summary

During negotiations for FY 2019, Waste Pro informed the Town of a necessary rate increase due in part to the Solid Waste Authority's scheduled rate increase as well as the collection methodology used by the Town which allowed for almost unlimited amounts of trash to be collected from parcels classified as residential. Certain residential properties operating businesses such as but not limited to Cafés, Rescues, Petting zoos, etc, benefited from this policy.

In order to lessen the impact of the rate increase, Waste Pro recommended that the Town implement a semi-automated system using standardized 96-gallon containers. Use of the larger containers accommodates a reasonable volume of residential waste, yet serves to restrict volumes of trash to the number of containers for each parcel. Waste Pro stated that continuing collection two times per week using the semi-automated system and standardized cans would save the town nearly the same amount as the proposed rate increase. Unfortunately, this switch would require purchase and distribution of the standardized containers.

Again to minimize costs, Waste Pro suggested that a subcontractor (American Group) could provide containers that were, "slightly used" at a discount of approximately 20% for new

containers or at \$20 per unit rather than \$100 per unit). Upon the Town's receipt of these "slightly used" containers, it was apparent that they all required an overhaul (including sanitizing and refurbishing) before they could be distributed to residents.

In a very short time, we arranged for the overhaul and delivery generally using subcontractors recommended and/or under contracted to Waste Pro. First, we obtained three quotes for cleaning and sanitizing containers. Bin Medics of Clean Waste Industries at \$5.48 per can was the lowest price. After cleaning/sanitizing, Waste Pro lined up vendors (Plastic Repair Company or PRC) to repair broken and unusable containers and also provided additional deliveries of containers to provide parts and backup inventory for those that could not be made usable. We also entered into a contract with a vendor on state contract and recommended by Waste Pro (Rehrig) to provide for the logistics of delivering the roughly fifteen hundred containers within a week to ten days.

Rehrig successfully delivered all but 417 cans in the time allotted. However, as their routing software relies upon Google earth for addressing, their system was inaccurate and generated significant discrepancies from the mapping and address listing we provided with coordinates from Palm Beach County GIS. Before they could rectify the mapping and routing, their crews became unavailable for 2-3 weeks due to a scheduling conflict with another assignment. To get the containers in the field quickly, we accepted an offer from PRC, the company onsite repairing the containers provided by Waste Pro. During initial negotiations, it was agreed the remaining deliveries would take no longer than 3-4 days for the 417 containers and that they would require \$1,000 per day. The timeframe and cost of approximately \$3,000 to \$4,000 seemed reasonable based on the Rehrig results and contract costs. We asked PRC for a quote in writing which we did not receive. PRC was provided with a specific list of addresses and coordinates and was even afforded a staff person riding in the car for most of a day, yet they continued to have logistical issues and took twice as long as expected and left incomplete. As a result, we only paid what was originally estimated. In the end, our staff delivered the containers or residents have picked up the undelivered containers from our Public Works yard.

Each of the containers has a GPS serial number on it. Rehrig captured the serial numbers electronically while PRC captured them manually. We are in process of auditing deliveries made by serial numbers and have requested Waste Pro to perform a route audit. We are also sending labels to all residents as well as a confirmation of serial numbers of containers in their possession.

The following matrix reflects the total cost of acquiring, sanitizing/refurbishing, and delivering the new containers. The original estimate for implementing the standardized containers was \$72,698 or \$36.35 per can; the actual cost of implementing the standardized containers is \$52,587 or \$34.51 per can. The total cost difference is primarily a result of a difference in units required: the original estimate was set at 2,000 containers while we actually only needed 1,500. We can account for the difference in estimates by looking at the cost per can: the actual cost per can of \$34.51 is less than the estimated cost per can of \$36.35, both of which are less than the new container cost of \$100 per can.

<u>Contractor</u>	<u>Work Performed</u>	<u>Original Estimate</u>	<u>Actual Units</u>	<u>Original Estimate</u>	<u>Actual Paid thru 12/12/18</u>	<u>Accrued?paid 9/30/18</u>	
Waste Pro	Purchase/repair	2,000 bins at \$20@	1,524	\$ 40,000.00	\$ 28,677.08	\$ 28,677.08	
Bin Medic	Sanitize	2,000 bins at \$5.48@	1,829	\$ 9,160.00	\$ 10,022.92	8,220.00	1
PRC Rehrig	Repairs Delivery	Included above 2,000 bins at \$7.5@	1,026	\$ 15,000.00	\$ 7,818.00	\$ 7,818.00	2
PRC	Delivery		389		\$ 4,000.00	\$ 4,000.00	3
Blue Ribbon	Labels	Logo decals Labels for cans		\$ 2,032.05 <u>\$ 3,506.00</u>	\$ 2,069.27 <u>\$ -</u>	\$ 2,069.27 <u>\$ -</u>	4
		Subtotal		<u>\$ 69,698.05</u>	<u>\$ 52,587.27</u>	<u>\$ 46,784.35</u>	
	Reconcile	Field audit & label delivery		<u>\$ 3,000.00</u>	<u>\$ -</u>	<u>\$ -</u>	
	Total estimated cost			<u>\$ 72,698.05</u>	<u>\$ 52,587.27</u>	<u>\$ 46,784.35</u>	
				<u>\$ 36.35</u>	<u>\$ 34.51</u>		

Notes:

1. Invoiced \$1,802 for 329 on 10/6/18, \$8,220 pd 9/24/18
2. Invoice includes \$489.73 sales tax
3. Invoiced for 8 days in FY2019 \$8,000
4. Not ordered until 10/18