EXPECTATIONS WORKSHOP

AGENDA
EXPECTATIONS WORKSHOP
March 5, 2007 ◆ 5:30 PM

ROLL CALL

MAYOR IOVIENO
COUNCILMAN KOCH
COUNCILMAN PAYNE
COUNCILMAN BRATTON
COUNCILMAN CAFORIO
COUNCILMAN CHUBB

SPECIAL BUSINESS:

1. **Review of personnel duties and expectations**

Adjourn

JOB DESCRIPTION – TOWN MANAGER / CLERK

The Town Manager/Clerk shall be responsible to the Town Council for the proper administration of all administrative and fiscal affairs assigned to her/him. He/She shall have responsibility for and be required to:

(a) Manage, supervise and direct the day to day operations of the Town and the work of the Town's employees to include establishing work priorities and schedules.

(b) Appoint and, when necessary for the good of the Town, suspend or remove any employee of the Town, subject, however, to compliance provisions of general law, the Town Charter and ordinances.

(c) Keep the Town Council advised of the financial condition and future needs of the Town, and make such recommendations as he/she may deem desirable. Prepare and present any financial reports requested by the Town Council.

(d) Prepare and present the annual operating budget and estimates of revenues and expenditures to the Town Council and be responsible for the proper administration of the operating budget after its adoption.

(e) Recommend to the Town Council the adoption of such measures as he/she may deem necessary or expedient for the health, safety or welfare of the community, or for the improvement of the administrative and financial services.

(f) Attend all meetings of the Town Council and furnish pertinent information on matters coming before the Council.

(g) Establish purchasing procedures for the purchase of all materials, supplies, services and equipment and supervise all purchases for which funds are provided in the budget or by vote of the Council.

(h) Insure that all franchises, permits, licenses and privileges granted by the Town are faithfully observed.

(i) Make regular inspections of the physical properties of the Town and if necessary, initiate appropriate maintenance work within the limits of the Town budget, not to exceed five hundred dollars ($500.00) per occurrence.

(j) Act as an ex officio member of all boards and committees appointed by the Mayor, the Town Council or established by law or ordinance, but without the right to vote.

(k) Insure that all state statutes, ordinances, resolutions or motions of the Town Council are duly enforced to the best of his capabilities.

(l) Prepare and maintain the minutes of the Town Council meetings and all other official records and files in accordance with the procedures and practices established by the Secretary of State.

(m) Prepare and maintain financial records in accordance with state statutes, Rules if the Auditor General and the Uniform Accounting System as presented by the Office of the Comptroller.

(n) Prepare and cause to be published all public notices required by state statutes, ordinances, resolutions and motions of the Town Council.

(o) Perform such other duties as may be required by the Town Council, not inconsistent with the Town Charter, state statutes, ordinances or resolutions.

(p) Provide the Mayor and Town Council members with all requested information and assistance.

EMPLOYMENT AGREEMENT

THIS AGREEMENT, made and entered into effective this 17th day of April, 2000, by and between **THE TOWN OF CINCO BAYOU, FLORIDA**, a Municipal Corporation, (hereinafter referred to as "Town"), and **AGNES J. WEBB**, (hereinafter referred to as "Webb"), for valuable consideration do hereby agree as follows:

WITNESSETH:

WHEREAS, the Town desires to retain the services of Agnes J. Webb as Town Manager/Clerk for the Town of Cinco Bayou, Florida; and,

WHEREAS, it is the desire of the Town Council of the Town to establish certain benefits and conditions of employment of the said Town Manager/Clerk.

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

SECTION 1.EMPLOYMENT

The Town does hereby employ the services of Webb as Town Manager/Clerk of the Town of Cinco Bayou, Florida and Webb does hereby accept such employment.

SECTION 2. DUTIES

Webb agrees to perform the duties and functions of Town Manager/Clerk as specified in the Charter and Ordinances of the Town of Cinco Bayou, Florida and such other legally permissible and proper duties and functions as the Town Council shall from time to time assign and delegate.

SECTION 3. TERM

The term of this Agreement shall commence on April 17, 2000, which shall be the date that Webb shall report for duty, and shall continue in effect until such time as the Town Council of the Town of Cinco Bayou, Florida or Webb shall elect to terminate the same with or without cause.

SECTION 4. SALARY AND COMPENSATION

A. The annual base salary for Webb's services as Town Manager/Clerk for the remainder of the 1999/2000 fiscal year shall be the sum of Thirty Thousand and 00/100 ($30,000.00) Dollars per year payable in installments at the same time as other employees of the Town are paid. Webb shall be entitled to a pro-rata portion of the annual salary for services rendered to the Town during the remainder of the 1999/2000 fiscal year for the actual period of such services.

B. The Town shall pay for Webb 100% of the monthly premium cost for employee health insurance coverage consistent with the benefits provided to other participating Town employees under the Town's Group Health Insurance Program, which coverage includes health, dental, prescription and life ($15,000.00 life benefit) insurance coverages.

C. The Town agrees to review said base salary and/or other benefits of Webb on an annual basis at the same time as similar review and consideration is given to other employees of the Town.

SECTION 5. HOURS OF WORK

Webb agrees to perform the duties and functions of Town Manager/Clerk on a full-time basis and to devote the time that is reasonably necessary to carry out the business of the Town. Webb further agrees and understands that she may on occasion be required to devote time outside of the normal office hours of Town Hall to conduct business of the Town. All such time shall be considered as fully compensated under the annual base salary provisions of this Agreement.

SECTION 6. VACATION AND SICK LEAVE

Webb shall receive sick leave consistent with policies of the Town, and shall be entitled to the same holidays as Town employees. She shall be entitled to two (2) weeks vacation per fiscal year. The accrual of sick leave and/or vacation by Webb shall be governed in accordance with the policy of the Town in force and effect on the date of this Agreement and any subsequent amendments to said policy.

SECTION 7. DUES AND SUBSCRIPTIONS

The Town agrees to budget and pay for reasonable professional dues and subscriptions of the Town Manager/Clerk necessary for her participation in state and local associations and organizations necessary and desirable for her continued professional participation, growth and advancement, and for the good of the Town as budgeted by the Town Council in its discretion.

SECTION 8. TERMINATION

In the event that either the Town Council or Webb desire to terminate this Agreement, then the party desiring to terminate shall give the other party sixty days (60) written notice in advance of the date of termination. In such an event of termination the Town shall not be obligated to pay any severance pay to Webb beyond the effective date of the termination.

SECTION 9. GENERAL PROVISIONS

A. This Agreement embodies the entire understanding and agreement between the parties.

B. If any provision, or any portion thereof, contained in this Agreement is held unconstitutional, invalid or unenforceable, the remainder of this Agreement, or portion thereof, shall be deemed serviceable, shall not be affected and shall remain in full force and effect.

SECTION 10. LITIGATION/JURISDICTION

Any litigation between Town and Webb arising out of this Agreement or any renewals or modifications thereof, shall be brought, maintained and pursued only in the appropriate State courts of the State of Florida; and Town and Webb each hereby waive and renounce any and all rights and options which they, or either of them, have or might have to bring or maintain any such litigation or action in the Federal Court system of the United States or in any United States Federal District Court. Further, the parties hereto do hereby waive and renounce any and all rights and options that they may have to a jury trial in the event of any litigation hereunder. Venue of any such litigation between Town and Webb shall lie and be only in the appropriate State courts of the State of Florida's First Judicial Circuit in and for Okaloosa County, Florida. Town and Webb consent and submit to the jurisdiction of any such court and agree to accept service of process outside the State of Florida in any matter to be submitted to any such court pursuant hereto. Each party shall be responsible for the payment of its own attorney's fees and all costs it incurs in such proceeding(s).

IN WITNESS WHEREOF, the Town of Cinco Bayou, Florida has caused this Agreement to be signed and executed on its behalf by its Mayor and duly attested and

executed, this _____ day of May, 2000, and Agnes J. Webb has signed and executed this Agreement this _____ day of May, 2000.

ATTEST:

THE TOWN OF CINCO BAYOU, FLORIDA

BY: _____

_____

print name: _____

title: _____

BY:

Randall P. Drabczuk, Mayor

_____

Agnes J. Webb

STATE OF FLORIDA
COUNTY OF OKALOOSA

The foregoing instrument was acknowledged before me this ____ day of May, 2000, by Agnes J. Webb, who is personally known to me, or who has produced _____ as identification.

NOTARY PUBLIC:

sign: _____
print: _____
State of Florida at Large (Seal)
My Commission Expires:

ASSISTANT TO THE TOWN MANAGER/CLERK ***(for the purpose of simplicity shall be referred to as ATMC)***

FILING:
There will be three file bends to place ***to be filed*** documents/tapes in. They will be labeled **Current Year Filings, Past Year Filings and Tapes.** Documents/tapes to be filed will be placed in their proper bends. Only the ***ATMC*** will file documents/tapes. Documents should be filed with the latest date to the front of the file. Tapes are to be kept in clear shoe box type containers with the dates clearly visible. All current FY tapes shall be kept in the shoe type containers within the file drawers of the filing cabinet in the office of the ***ATMC***. Past years tapes will be kept in the back room file cabinet in the shoe box type containers with the dates clearly visible and the latest dates most accessible. All filing is to be kept current. **No pile ups should occur.** At the return of time off the ***ATMC*** will be expected to catch up all filing that accumulated during the absence. Shoe box type containers should be purchased immediately if needed and should be stackable and clear.

Filing is to be done weekly – no exceptions

All files should be labeled with the name and FY. *Example: Florida Department of Community Affairs (sometimes referred to as DCA) should be – Community Affairs, Florida Department of – FY 02/03 or – Community Affairs, US Department of – FY 02/03*

All documents to be filed should be stamped **FILE** which are to be filed in folders with specific names or **FILE MISC** which are to be filed in a folder labeled Miscellaneous.

Occupational license are to be filed alphabetically in a alphabetical expandable type file. They shall be rotated from the alphabetical file at the end of each FY and placed in a regular file folder to be kept with the rest of the FY filings as they are rotated for the new filing to begin at the onset of the new FY. Occupational License renewal notices will be sent out the first week of August of each year to be consistent with the County licenses renewal process per the FL Status.

Bills attached to check copies shall be filed in folders in a monthly expandable type file. They shall be kept in the financial filing cabinet.

Contracts/Franchise Agreements – shall be reviewed for expiration dates at the beginning of each FY. Files that have dates that are no longer valid shall be pulled and placed in the file cabinet in the back room – they shall be filed under a heading of **OUTDATED CONTRACTS AND FRANCHISE AGREEMENTS.**

MINUTES
ATMC should have approved minutes signed immediately following the council meeting or no later than the following morning after the Council or other meetings. Minutes are to be filed immediately after approval after the Mayor / Mayor Protem and Town Manager/Clerk sign. The ***ATMC*** shall affix the Town Seal on the signature page before

filing. Agendas for each meeting shall be filed in front of the minutes. Financial Reports, Managers' Reports and Sign-in-sheets shall be filed after the minutes in the order given. All other backup documents shall be filed after the referenced documents. Minutes must be completed by the following Thursday after regular council meetings. All other minutes from other meetings *(special meetings, workshops, vision meetings etc)* shall be completed within one week following the meeting. Until minutes are typed, all hand written minutes must be available for review at all times. Tapes must be available for review at all times. Minutes shall be backed up on CD as soon as they have been approved and any corrections or changes have been made to them.

AGENDAS

ATMC shall start a draft agenda based on the minutes from the following meeting and documentation placed in the *next meeting hanging file* for the Town Manager/Clerk to finalize. This should be done at least one week prior to packet delivery day which is no later than Monday before regular council meeting.

PACKETS

ATMC shall put all packets together in the order of events listed on the agenda in a neat orderly fashion. The Manager's packet should be put together first for approval and used as a sample to put together the packets for the Mayor, Council, and Attorney and any others needed. The packets shall consist of Agenda, Minutes, Financial Reports, Ordinances, Resolutions, and all other back up for agenda.

ORDINANCES / RESOLUTIONS / PROCLOMATIONS

Ordinances shall be signed by the Mayor / Mayor Protem and Town Manager/Clerk immediately after adoption and Town Attorney if required. They shall be filed in the Ordinance book immediately after proper signatures have been signed. The ***ATMC*** shall affix the Town Seal to the signature page before filing. The number and title of the Ordinance shall be listed in the index immediately at the time of filing. Ordinance numbering is consecutive.

Resolutions shall be signed by the Mayor / Mayor Protem, Town Manager/Clerk and/or Attorney immediately after adoption. They shall be filed in the Resolution book immediately after proper signatures. The ***ATMC*** shall affix the Town Seal to the signature page before filing. The number and title of the Resolution shall be listed in the index immediately at the time of filing. Resolution numbering is by FY.

Proclamations shall be signed by the Mayor / Mayor Protem and or the Town Manager/Clerk after approval. The original should be mailed the next work day to the requester of the proclamation and a copy filed in a proclamation book with the latest dated one on top. The ***ATMC*** shall affix the Town Seal on the signature page after approval before mailing.

PAYROLL / BILL PAYING

The ***ATMC*** is responsible for maintaining all payroll records. *(Withholdings, insurance, sick leave, annual leave, personal leave etc.)* These items shall be current at all times.

Personal files are to be kept in the file cabinet in the work room along with all other financial files. Copies of leave request, vacation, mileage / per diem request, withholding changes, insurance changes, financial statements, annual reviews etc shall be kept in each personal file. Payroll shall be done every other week and checks are to be written on Thursday's along with payments for bills unless otherwise directed by the Town Manager/Clerk.

Bills shall be paid weekly on Thursdays unless otherwise directed by the Town Manager/Clerk. Copies of all checks written including payroll checks shall be made and bottom stubs of checks removed before disbursing. Check copies shall be attached to copies of bills. All receipts must accompany credit card statements and be attached to check copies. **No exceptions. - All checks must have two signatures. The Town Manager/Clerk and either the Mayor or Mayor Protem. In the event the Town Manager/Clerk is unavailable due to circumstance unavoidable the Mayor and Mayor Protem may sign checks. In this event the Mayor must approve all payments.** Check copies are to be filed with the latest date on top and in numerical order. This rule also goes for payroll checks. Files shall be kept neat and orderly. Check stubs shall be filed with reconciled bank statements. Reconciled bank statements must be initialed by the Town Manager/Clerk and Mayor or Mayor Protem. Check copies are to be filed immediately after disbursements. All accounting computer files are to be backed up weekly preferably on Thursday's right after bills and payroll are posted.

NEWS PAPER, LEGAL NOTICES, BULLETIN BOARD AND MARQUEE

ATMC shall be responsible for all news paper notices of government meetings. Legal notices for special meetings, readings of ordinances etc shall be directed and approved by the Town Manager/Clerk. ***ATMC*** is expected to draft legal notices for the Town Manager/Clerk's approval. The bulletin board shall be posted without exception and notices removed immediately following meetings or events ***without exception*** without the direction of the Town Manager/Clerk. The ***ATMC*** is responsible for seeing that the Maintenance person places proper notices on the marquee and promptly removes them the next morning following meetings or events. ***ATMC*** is responsible for promptly noticing via posting on the front door all holiday Town Hall closings at least one week in advance of the closing without direction from the Town Manager/Clerk.

CALENDARS

ATMC is responsible for maintaining a calendar of all town meetings, make reference to the Town Manager/Clerk's calendar daily to keep aware of Manager's schedule, keep calendar of upcoming events, meetings, weddings, picnic, luncheons etc posted in work room. Make Maintenance Person aware of upcoming meetings etc and table setup/conference room requirements. Follow through to see that Maintenance Person understands all that is needed for setups.

OFFICE SUPPLIES

ATMC shall be responsible for ordering and maintaining all office supplies. Supplies such as tapes, copy paper, file folders, brown envelopes, plain letter envelopes, paper clips, staples, binder clips, rubber bands etc shall be ordered in quantities large enough to

keep from running out every 4 to 6 weeks. These items should be monitored often and ordered via catalog to be delivered without shipping charges. Letterhead envelopes, stationary, pens, pencils, highlighters and specialty items can be purchased locally as needed.

FRONT OFFICE / CONFERENCE ROOM / WORK ROOM / FAX AND COPIER
The front office shall be kept neat and orderly at all times. The front desk shall be free of drink cups after the ***ATMC*** leaves for the day. The in / out basket shall be kept empted daily and not allowed to accumulate items or documents that stack up. This basket should be kept primarily open for receipts and or RSVP's etc to be placed for further processing by the ***ATMC***. All candles must be extinguished before leaving for the day.

CONFERENCE ROOM
The ATMC shall see that all tapes, recorder, sign-in-sheets, agendas etc shall be removed promptly after all meetings from the conference room and either disposed of or filed properly. Files shall be put away promptly.

WORK ROOM
The work room should be kept clean and orderly. Faxes should not be left lying around after being sent. They should be filed promptly. A container to hold pens, scissors, rulers, staple removers and stapler shall be placed in work room. These items shall be kept in this container while not in use and not removed. A dispenser of scotch tape is also to be kept in the work room and not removed. The ***ATMC*** shall be responsible for making sure the dispenser is kept full of tape at all times.

FAX AND COPIER
The ***ATMC*** shall be responsible for making sure the fax and copier is full of paper at all times.

QUARTERLY NEWS LETTER
The ***ATMC*** is responsible for the compilation of the quarterly news letter. Data for the news letter should come from events or happenings in the Town or local community, the Mayor, Manager, Officer, Council, Citizens, staff etc. Accumulation of data should start as soon as the previous letter is sent out. Notes should be made of items of importance discussed in Council meetings, workshops etc. Titles of new Ordinances and Resolutions, welcome new businesses etc. should be included in the newsletter. ***ATMC*** should have calendar marked for cutoff date and notice to all Council members, staff, Officer Etc without the direction of the Town Manager/Clerk. The ***ATMC*** should have the news letter scheduled out for the entire year for each release. This should be done at the beginning of the new FY.

WEB PAGE
The ***ATMC*** shall keep the Web Page updated regularly as dates and events change.

PERSONAL ACTIVITIES ON TOWN TIME

Personal activities should be kept to a minimum and should never interfere with productivity of work time. Excessive personal activities, such as computer work, excessive phone calls, emails etc shall not be tolerated. If you expect to take extra time at lunch or need to come in late, you must notify the Town Manager/Clerk preferably before you take the time or if not possible then, immediately right after.

MAINTENANCE PERSON ***(for the purpose of simplicity shall be referred to as MP)***

TOWN HALL
The foyer floor, windows, window ledges, doors, tables etc. shall be vacuumed, dusted and cleaned weekly. The front offices, and work room shall be dusted and vacuumed at least once monthly. All trash cans should be empted at least once a week or more if needed. The ***conference room*** shall be vacuumed before every meeting. Window seals shall be dusted at least once a month. The council chambers shall be dusted and desk tops wiped before every meeting. Chairs and tables shall be removed the next morning following meetings with the exception of the four tables and chairs that are left up as standard policy. Trash can should be empted before every meeting. ***Bathrooms*** are to be moped, toilets cleaned inside and out, sinks, counter and mirror cleaned before every meeting. Tissue and paper towels should be kept filled at all times and trash empted when full. ***Kitchen*** floor shall be moped at least once a month. Sink and counter top cleaned as needed. All condiments should be put back in cabinets after each use. Counters should be kept free of unnecessary items. Dishes in dish drainer and dishwasher should be put away immediately after an event. ***Refrigerator*** shall be kept clean empted of old food stuff. Ice trays shall be kept full at all times. ***Setup for meetings and events*** shall be coordinated with the ***ATMC*** and a calendar kept of up coming events. ***Deck*** shall be blown off at least once a week. ***Parking lot*** and sidewalks around building and steps and front entrance shall be kept free of leaves. Ash tray shall be empted as needed. No build up should occur. ***Lawn*** sprinklers should be tested at least once a month to be sure they are working properly. More often if it is apparent shrubs or grass are turning brown or dying. ***Flower*** beds should be monitored for weeds and vines and should have straw or mulch placed when needed. All of the above should be done without a reminder from the Town Manager/Clerk.

MARQUEE The ***MP*** shall be responsible for changing the marquee immediately after each event. This shall be coordinated with the ***ATMC.*** This should be done without the reminder of the Town Manager/Clerk.

PARKS, TOWN STREETS AND BOAT LAUNCH The ***MP*** shall make rounds daily to all parks. All garbage cans should be empted as needed, trash picked up daily as needed. Picnic tables and pavilions shall be pressure washed at least once a quarter, more if needed. Signs in parks should be pressure washed at least once a quarter, more if needed. All sprinkler systems should be tested at least once a month for proper working conditions. More often if grass and shrubs appear to be in distress. Trees and shrubs need to be kept pruned as needed. ***MP*** shall keep the Town Manager informed when trees need to pruned and with approval shall coordinate with designated tree service to do the pruning. Fertilizer and grass seed should be spread at least seasonal and more if needed. Water front erosion should be monitored weekly and the Town Manager/Clerk kept informed possible trouble areas.

Streets ***MP*** shall make rounds of Town streets daily. All pot holes shall be filled as they appear. Trash shall be picked up as often as needed. Town Manager/Clerk shall be kept informed of all trouble areas.

Boat Launch ***MP*** shall visit boat launch daily. Inspections should be made at least weekly for any repairs needed and the Town Manager/Clerk kept informed of needed repairs. Trash should be picked up around the boat launch daily.

Citizen or Council Complaints ***MP*** shall keep the Town Manager/Clerk informed of all complaints at all times.

PERSONAL ACTIVITIES ON TOWN TIME

Personal activities should be kept to a minimum and should never interfere with productivity of work time. Excessive personal activities, such as computer work, excessive phone calls, emails etc shall not be tolerated. If you expect to take extra time at lunch or need to come in late, you must notify the Town Manager/Clerk preferably before you take the time or if not possible then, immediately right after.

Welcome to the Town of Cinco Bayou

We're very happy to welcome you to the Town. Thank you for joining us! We want you to feel that your association with the Town will be a mutually beneficial and pleasant one.

You have joined a municipality that prides itself on customer service. We hope you, too, will find satisfaction and take pride in your work here.

This Manual provides answers to most of the questions you may have about the Town's benefit programs, as well as the Town's policies and administrative procedures. It also covers our responsibilities to you and your responsibilities to the Town. If anything is unclear, please discuss the matter with the Manager. You are responsible for reading and understanding this Employee Manual, and your performance evaluations will reflect your adherence to the Town's policies. In addition to clarifying responsibilities, we hope this Employee Manual also gives you an indication of the Town's interest in the welfare of our employees.

From time to time, the information included in our Employee Manual may change. Every effort will be made to keep you informed through suitable lines of communication, including staff meetings, postings on the bulletin board and/or notices sent directly to you.

Compensation and personal satisfaction gained from doing a job well are only some of the reasons most people work. Most likely, many other factors count among your reasons for working such as pleasant relationships and working conditions, career development, and health benefits are just a few. The Town is committed to doing its part to assure you of a satisfying work experience.

You're Part of Our Team

As a member of the Town's team, you will be expected to contribute your talents and energies to improve the environment and quality of the Town, as well as the Town's services.

The Town is dedicated to two standards:

1. To provide our customers with the highest quality staff assistance at the lowest tax cost.
2. To provide you with wages and benefits comparable to others doing similar work within the industry and within the region.

We always put safety first. We believe it is our duty to provide you with the safest workplace we possibly can. For your protection, we have an in-house safety program and we enlist the services of outside safety consultants. We also have a substance abuse policy because you have a right to know you can depend on your co-workers.

The only thing we require for employment, compensation and benefits are performance and a good team attitude; however, all employment at the Town is "at will." No one will be denied opportunities or benefits on the basis of age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions; nor will anyone receive special treatment for those reasons.

Benefits

You may not have thought about it, but the value of your benefits amount to a considerable sum each year in addition to the wages or salary you earn.

These are just some of the benefits the Town provides for eligible employees each year:

- Dental Insurance
- Funeral (Bereavement Leave)
- Health Care/Hospitalization Insurance
- Paid Holidays
- Paid Vacations
- Personal Leave of Absence
- Retirement Plan (Social Security)
- Service Awards
- Sick Leave
- Workers Compensation Insurance

That's a lot to think about!

Purpose of this Manual

This manual has been prepared to inform you about the Town's history, philosophy, employment practices, and policies. It also includes the benefits provided to you as a valued employee, and the conduct expected from you.

No Employee Manual can answer every question, nor would we want to restrict the normal questions and answer interchange among us. It is in our person-to-person conversations that we can better know each other, express our views, and work together in a harmonious relationship.

We ask that you read the Manual carefully, and refer to it whenever questions arise. We also suggest that you take it home so your family can become familiar with the Town and our policies.

The policies in this Manual are to be considered as guidelines. The Town, at its option, may change, delete, suspend or discontinue any part or parts of the policies in this Manual at any time without prior notice. Any such action shall apply to existing as well as future employees with continued employment being the consideration between the employer and employee.

Employees may not accrue eligibility for monetary benefits that they have not earned through actual time spent at work. Employees shall not accrue eligibility for any benefits, rights, or privileges beyond the last day worked. No one other that the Town Council may alter or modify any of the policies in this Manual. No statement or promise by a supervisor or any other employee may be interpreted as a change in policy nor will it constitute an agreement with an employee.

Should any provision in this Employee Manual be found to be unenforceable and/or invalid, such finding does not invalidate the entire Employee Manual, but only the subject provision. This Manual replaces all previous employee documents for the Town as of July 1, 2001.

Receipt and Acknowledgement of the Town's Employee Manual

This Employee Manual is an important document intended to help you become acquainted with the Town. This Manual will serve as a guide; it is not the final word in all cases. Individual circumstances may call for individual attention.

Because the general business atmosphere of the Town and the economic conditions are always changing, the contents of this Manual may be changed at any time at the discretion of the Town. No changes in any benefits, policy or rule will be made without due consideration of the mutual advantages, disadvantages, benefits and responsibilities such changes will have on you as an employee of the Town.

Please read the following statements and sign below to indicate your receipt and acknowledgment of the Town's Employee Manual.

- I have received and read a copy of the Town's Employee manual. I understand that the policies, rules and benefits described in it are subject to change at the sole discretion of the Town at any time. I understand that this Manual replaces all other previous employee documents for the Town as of July 1, 2001.
- I further understand that my employment is terminable at will, either by myself or the Town Manager/Clerk, regardless of the length of my employment or the granting of benefits of any kind.
- I understand that no contract of employment other than "at will" has been expressed or implied, and that no circumstances arising out of my employment will alter my "at will" employment relationship unless expressed in writing, with the understanding specifically set forth and signed by myself and the Manager of the Town.
- I understand that should the content of the Employee Manual be changed in any way, the Town may require an additional signature from me to indicate that I am aware of and understand any new policies.
- I understand that my signature below indicates that I have read and understand the above statements and have received a copy of the Town's Employee Manual.

Employee's Printed Name	Position
Employee's Signature	Date
Manager's Signature	Date

OVERVIEW OF CINCO BAYOU

CINCO BAYOU HISTORY

On July 3, 1950, the Town of Cinco Bayou came into being during a meeting with Gordon Gibson acting as Chairman. The meeting was called for the purpose of incorporating the proposed municipality.

Mr. Gibson announced at the meeting that 45 persons were residing within the proposed corporate limits of the municipality, and 38 persons were present at the meeting, constituting not less than two thirds of those who proposed incorporate.

Mr. Gibson offered for consideration a proposed Charter, which was adopted as the Charter of the Town of Cinco Bayou. They adopted the name "Town of Cinco Bayou" and a seal with the words "Corporate Seal" in the center, surrounded by a circle wherein the words "Town of Cinco Bayou" were at the top and "Florida" at the bottom.

The next order of business was the election of officers who were: Gordon Gibson, Mayor; Mrs. T.H. Butts, Town Clerk; Willie Cartwright, Town Marshal and Council Members L.P. Disharoon, William J. Gibson, Paul S. Hutchinson, Perry Rogers, Marvin Harrelson and Louis Odom.

The town is part of a Homestead Grant to Rachel C. Irwin made in June, 1907. (An avenue in Town bears her name). The town in one-half mile square with its northern boundaries being the waters of Five Mile Bayou and Kidd Bayou.

All streets, street names, public parks and other dedicated public facilities were retained under incorporation.

The first Town Council meeting was held on July 28, 1950, at the Deluxe Cinco Bayou Trailer Park on Lucille Street. After administering the Oath of Office to the newly elected officials, the first order of business was raising money to pay the expenses of incorporating the Town.

The second Town Council meeting was on September 12, 1950 in the home of the Town Clerk Mrs. Butts.

Again financing was on the agenda and revenue sources such as cigarette taxes and utility taxes were discussed.

A Town Attorney was selected and procedures for noticing public meetings were established.

During the 1950s, the Town became a residential community supporting the increased activities at Eglin AFB and the expanding commercial and tourist enterprises of the Ft. Walton Beach area. Although not a farming community, cattle, sheep and goats grazed leisurely in open fields and along the bayous during the early 1950s.

The scene would change as the Town began to develop. Several mobile home parks opened and were quickly filled with families. The 1960 census listed the Town with a population of 643, primarily due to the new families living in the mobile homes. The number of mobile homes was estimated to be more than 150 at that time.

During the 1960s, the residential character of the Town began to change as the mobile home parks closed to make room for commercial businesses. In 1966, a portion of Andalusia Street was vacated and a new Town Hall and parking area were constructed on the vacated portion of the street. This building was to be the center of Town activity for the next 23 years.

The 1970 census listed the Town's population at 362. During the 1970s the trend toward commercial development continued. Eglin Parkway, Beal Parkway and Yacht Club Drive had all been widened to four lanes and the Eglin Parkway-Yacht Club Drive intersection was the busiest traffic intersection in Okaloosa County.

One highlight of the 1970s was the Bicentennial Celebration hosted by the Town in Laguna Park. It was so successful, residents agreed that a potluck picnic/supper would be held each month to celebrate individual birthdays. These monthly potluck picnic/suppers have become a tradition in the Town. They are held on the third Tuesday of each month at 6:30 P.M. in Town Hall. Town businesses, residents and their guests are welcome.

By 1980, commercial activities had increased and there were 95 businesses in the Town with an estimated 600 employees. With the increase in businesses, the demand for residential housing also increased.

Cinco Bayou had vacant land available to satisfy this need and between January, 1981 and March, 1985, some 86 residential dwellings were constructed and occupied.

The 1980s brought many changes and improvements in the Town. Eglin Parkway was widened to six lanes to accommodate increased traffic, the Sea Way boat ramp was rebuilt and additional piers added, a picnic shelter was built in Laguna Park, a Nature Trail with an elevated board walk and sand trail were constructed in Glenwood Park, and additional picnic tables and cooking grills added in each park. Sidewalks were added along busy streets for pedestrian safety and curbing was added along several streets to resolve drainage problems.

The Town became part of the Ocean City/Wright Fire Control District, and the Okaloosa County Sheriff's Department provided law enforcement. A private security firm was employed to patrol the Town during darkness. During 1989, a new Town Hall was constructed in Leyenda Park, which provided a larger meeting place for Town meetings and other activities.

The 1990 census counted 386 residents in the Town and today the population is estimated at 425. Residential construction, in progress and proposed, has the Town's population projections at or above 500 by 1999.

Proposed commercial construction and renovation of current buildings are expected to increase the number of businesses located in the Town to more than 150 by mid 1999.

The Mayor and Members of the Town Council are proud of their accomplishments and continue to improve and enhance municipal services and recreational facilities to maintain the high quality of life enjoyed here in the Town of Cinco Bayou.

LOCAL GOVERNMENT

The Town of Cinco Bayou has a Weak Mayor/Council form of Government. The Mayor and Council members serve staggered two-year terms. Elections are held each year on a nonpartisan basis.

The Town Council is a governing body, consisting of five Council members. The Mayor, who is the presiding officer at Council Meetings, has no vote except to break a tie. One Council member is selected by the Council to serve as Mayor Pro Tempore.

The Town Council holds its regular meetings at 6:00 P.M. on the second Thursday of each month in Town Hall. The public and the news media are always welcome to attend the sessions.

The Town Council is responsible for formulating policies, enacting ordinances to carry out those policies, setting property tax rates and adopting the annual General Operating Budget. The Town Manager/Clerk is appointed by the Town Council and implements policy and the administration of Town functions.

An Attorney and a Civil Engineer serve as retained consultants to the Council and Town Manager/Clerk.

TOTAL QUALITY MANAGEMENT

Management has started the implementation process of Total Quality Management (TQM) throughout the maintenance, administrative and management functions in the Town of Cinco Bayou.

Through TQM we are developing and implementing the following commitments:

1) Management's primary objective is to ensure increased Town Hall/Customer satisfaction. (2) Increased Town Hall/Customer satisfaction can only be realized by continuously improving quality. (3) Improved quality comes from a continuous assessment of all processes, and the incorporation of enlightened changes. (4) Enlightened changes are adopted by knowledgeable staff personnel who recognize that the road to change is paved by people working together for a common, mutually agreed to, obtainable goal. (5) The common goal is the result of management understanding and communicating policy requirements to the people involved in the process. (6) Informed and supportive people working in a fear-free productive environment are our most important asset. (7) Management should be comfortable in actively demonstrating and clearly communicating its commitment to policy requirements.

The introduction of these ingredients include a culture of alignment, trust and cooperation that produces: (1) Common values; (2) Shared vision and mission; (3) Clear, open communication; (4) Clearly stated expectations; (5) Aligned organizational and individual goals and values; (6) Standardized processes; (7) Well trained personnel; (8) Strong, supportive leadership; (9) Clear, appropriate roles and responsibilities; (10) Consistent and fair acknowledgements/rewards; and (11) Trust and respect.

POLICY ON HARASSMENT

The Town intends to provide a work environment that is pleasant, healthful, comfortable, and free from intimidation, hostility or other offenses which might interfere with work performance. Harassment of any sort—verbal, physical, visual—will not be tolerated.

What is Harassment? Harassment can take many forms. It may be, but is not limited to: words, signs, jokes, pranks, intimidation, physical contact, or violence. Harassment is not necessarily sexual in nature.

Sexually harassing conduct may include unwelcome sexual advances, requests for sexual favors, or any other verbal or physical contact of a sexual nature that prevents an individual from effectively performing the duties of his/her position or creates an intimidating, hostile, or offensive working environment, or when such conduct is made a condition of employment or compensation, either implicitly or explicitly.

Responsibility—All Town Hall employees have a responsibility for keeping our work environment free of harassment. Any employee, who becomes aware of an incident of harassment, whether by witnessing the incident or being told of it, must report it to the Manager. When management becomes aware that harassment might exist, it is obligated by law to take prompt and appropriate action, whether or not the victim wants the Town to do so.

Reporting—Any incidents of harassment must be immediately reported to the Manager. Appropriate investigation and disciplinary action will be taken. All reports will be promptly investigated with due regard for the privacy of everyone involved. Any employee found to have harassed a fellow employee or subordinate will be subject to severe disciplinary action or possible discharge. The Town will also take any additional action necessary to appropriately

remedy the situation. No adverse employment action will be taken against any employee who makes a good faith report of alleged harassment.

The Town accepts no liability for harassment of one employee by another employee. The individual who makes unwelcome advances, threatens, or in any way harasses another employee is personally liable for such actions and their consequences. The Town will not provide legal, financial or any other assistance to an individual accused of harassment if a legal complaint is filed.

WHAT YOU CAN EXPECT FROM THE TOWN

The Town's established employee relations policy is to:

1. Operate a customer oriented municipality so that a consistent level of steady work is available.
2. Select people on the basis of skill, training, ability, attitude, and character without discrimination with regard to age, sex, color, race, creed, national origin, religious persuasion, marital status, political belief, or disability that does not prohibit performance of essential job functions.
3. Pay all employees according to their effort and contribution to the success of our Town,
4. Review wages, employee benefits and working conditions constantly with the objective of providing maximum benefits in these areas, consistent with sound business practices.
5. Provide paid vacations and holidays to all eligible employees.
6. Provide eligible employees with medical, disability, retirement and other benefits.
7. Dedicate ourselves to Total Quality Management and Improvement.
8. Develop competent people who understand and meet our objectives, and who accept with open minds the ideas, suggestions and constructive criticism of fellow employees.
9. Assure employees an opportunity to discuss any problem with the Manager.
10. Make prompt and fair adjustment of any complaints which may arise in the every day conduct of our business, to the extent that is practicable.
11. Respect individual rights and treat all employees with courtesy and consideration.
12. Maintain mutual respect in our working relationship.
13. Provide buildings and offices that are attractive, comfortable, orderly and safe.
14. Keep all employees informed of the progress of the Town, as well as the Town's overall aims and objectives.
15. Do all these things in a spirit of friendliness and cooperation so that the Town will continue to be know as "a great place to work!"

WHAT THE TOWN EXPECTS FROM YOU

Your first responsibility is to know your own duties and how to do them promptly, correctly, safely, and pleasantly. Secondly, you are expected to cooperate with management and your fellow employees and maintain a good team attitude. How you interact with fellow employees and those whom the Town serves, and how you accept directions, can affect the success of our entire staff effort.

In turn, the performance of one department can adversely impact the entire services offered by the Town. Consequently, whatever your position, you have an important assignment: Perform every task to the very best of your ability. The result will be better performance for the Town overall and personal satisfaction for you.

You are encouraged to grasp opportunities for personal development that are offered to you. This manual offers insight on how you can positively perform to the best of your ability to meet or exceed the Town's expectations.

We strongly believe you should have the right to make your own choices in matters that concern and control your life. We believe in direct access to management. We are dedicated to making the Town a place where you can approach your Manager to discuss any problem or question. We expect you to voice your opinions and contribute your suggestions to improve the quality of the Town. (See the section describing the submission of Suggestions.) We're all human, so please communicate with each other and with management.

Remember, you help create the healthful, pleasant and safe working conditions that the Town intends for you. Your dignity and that of fellow employees, as well as that of our customers, is important.

The Town needs your help in making each working day enjoyable and rewarding.

TRAVEL POLICIES

This policy establishes the procedures and practices to be followed for all official travel, attendance at conferences and reimbursement for expenses. It applies to all elected and appointed officials of the Town of Cinco Bayou.

Transportation

1. All air travel will be as coach or tourist class passenger. Request for tickets will be made to the Town Manager/Clerk as soon as possible to take advantage of early ticketing discounts. After the airline tickets have been purchased, any change in airline reservations requested or made by the traveler that result in a penalty charge or any other additional charges will be paid by the traveler.
2. Travel by personal vehicle is allowed. Traveler will be reimbursed for mileage at the current Internal Revenue rate. Mileage will be by the most direct route. The mileage rate includes all costs of vehicle ownership. Necessary local travel at your destination is eligible for reimbursement and should be listed separately.
3. Taxi fares are reimbursable when documented.
4. Automobile rental charges are reimbursable when documented.
5. Tolls and parking fees are reimbursable when documented.

Meals and Lodging

1. Meals shall be based on the following schedule:

a) Breakfast	When travel begins before 6 am and extends beyond 8 am	$7.50
b) Lunch	When travel begins before 12 noon and extends beyond 2 pm	$10.00
c) Dinner	When travel begins before 6 pm and extends beyond 8 pm	$20.00
	A cumulative total of	$37.50

2. No allowance shall be made for meals when travel is confined within the county.
3. Lodging shall not exceed $100 per night at the single occupancy rate except for special circumstances and must be substantiated with an itemized hotel bill. No reimbursement shall be made for personal phone calls, bar bills, room service, movies, etc.
   Any state or local taxes for the room will be reimbursed.

Per Diem

1. Per Diem is not paid. The Town pays the actual allowable expenses charged to the Town's credit card account or reimburses the traveler for allowable expenses incurred and paid by the traveler.
2. The Town Council is the approving authority for travel and attendance at conferences and it is also the approving authority for payment of travel, lodging and other expenses.
3. Personal phone calls are not reimbursable.
4. Spouse related expenses are not reimbursable.
5. Tips are reimbursable and must be documented on invoice or receipt.
6. Only those travel expenses, which are necessary and reasonable in the performance of a public purpose will be paid/reimbursed.
7. The Town credit card will be used whenever possible to take advantage of the Town's tax exempt status. A Tax Exempt Certificate will be provided to all travelers.
8. Receipts and invoices along with requested reimbursement should be submitted to the Town Manager for payment within three (3) days of returning.

PAID HOLIDAYS

The following holidays shall be paid holidays observed by the Town of Cinco Bayou:

a. New Year's Day
b. Birthday of Martin Luther King, Jr.
c. Presidents Day, February 17
d. Memorial Day
e. Independence Day
f. Labor Day
g. Columbus Day, October 13
h. Veterans Day, November 11
i. Thanksgiving Day
j. Friday after Thanksgiving
k. Christmas Eve
l. Christmas Day

If any of these holidays fall on a Saturday, the preceding Friday shall be observed as a holiday. If any of these holidays fall on Sunday, the following Monday shall be observed as a holiday.

The Governor may declare, when appropriate, a state day of mourning in observance of the death of a person in recognition of service rendered to the state or nation. Further, the Mayor and Town council may designate additional holidays.

LEAVE POLICY

1. This policy pertains to all full-time employees of the Town of Cinco Bayou and sets forth the intent of the Town Council regarding annual leave, sick leave, and paid holidays.
2. The Town Manager will be responsible for maintaining the personnel records for all employees and ensure that the appropriate personnel functions are performed to include the recording of work hours, accrued annual and sick leave and any leave taken. All leave taken by the Town Manager will be approved by the Mayor or Mayor Pro Tem.
3. Annual Leave – Employees will accrue annual leave in accordance with the following schedule based on length of employment with the Town:

Length of Employment	Accrual/Pay Period & Month	Total Hours Per Year (max)
1 to 12 months	3.08 hrs 6.67 hrs	80 hrs (two weeks)
13 to 36 months	4.62 hrs 10 hrs	120 hrs (three weeks)
37 months	6.15 hrs 13.33 hrs	160 hrs (four weeks)

4. Annual leave may only be taken when earned without special permission in extenuating circumstances only. All leave is based on anniversary of employment year. No more than two weeks leave may be taken at one time without special approval by the Town Manager. Employees are encouraged to plan annual leave in advance as much as is possible. Unused accrued annual leave may be carried over to the following year.
5. Sick leave – is granted for the purpose of treatment of personal illness or injury by health care professionals and recovery thereof. Employees will accrue sick leave at the rate of 8 hours per month up to a maximum of 480 hours (12 weeks). The employer may require a doctor's certification of illness and care for sick leave taken in excess of three days.
6. Upon termination of employment with the Town, an employee may elect to be paid for any unused accrued annual leave. No payment will be made for unused accrued sick leave.
7. Compensatory time off (flex time) when awarded shall be awarded on a ratio of 1.5 hours off to 1 hour worked except for work performed on a holiday, the ratio then shall be 2 to 1. Employees who accrue flex time must be allowed to take accrued time within six months of date of accrual or be paid for the accumulated flextime.
8. The Town Council reviewed the Personnel Policy to amend the amount of out pocket deductible cost for health and dental insurance. With this amendment, the Town would pay 2/3 of the deductible amount. The Town would pay 2/3 of the out of pocket deductible for health and dental insurance. *(ref. minutes regular Council Meeting 11/9/00)*

Revised 11/9/00

DRUG FREE WORKPLACE PROGRAM

It is the purpose of this policy to establish and proclaim the Town of Cinco Bayou's intent to maintain a "DRUG FREE" workplace. In doing so, the Town has adopted the DRUG-FREE Workplace program in accordance with the requirements set forth in Florida Statutes Section 440.101 and 440.102, as well as in accordance with Rule 38F-9, established by the Florida Department of Labor and Employment Security, Division of Worker's Compensation. It is a condition of employment with the Town of Cinco Bayou for an employee to refrain from reporting to work or working with the presence of drugs or alcohol in his body. In addition to possible disciplinary procedures and termination as a result of any violation of this Drug-Free Workplace Program, an employee injured in the course and scope of employment who refuses to submit to a test for drugs or alcohol use, forfeits his eligibility for medial and indemnity benefits under the Worker' Compensation Act.

The Town of Cinco Bayou acknowledges the problem of substance abuse, including abuse of alcohol by our society. Furthermore, the Town of Cinco Bayou sees substance abuse as a serious threat to both employees and its customers, the general public. The Town of Cinco Bayou is addressing this problem by establishing a substance abuse policy to ensure all employees have a drug-free workplace.

Drug and alcohol addiction is a complex, yet treatable condition. For this reason, this program is targeted at alleviating the problem at the community level by involving and educating employees. Policies are designed not only to eradicate drug abuse in the workplace, but also to encourage drug users to seek and successfully complete rehabilitative treatment. The Town of Cinco Bayou will also provide an annual education course for its employees to assist them in identifying and resolving personal and emotional problems, which may result from the misuse of drugs or alcohol.

While the Town of Cinco Bayou understand that employees and applicants under a physician's care may be required to use prescriptive or over-the-counter drugs, abuse of prescribed or over-the-counter medications will be dealt with in the same manner as any other substance abuse. Because substance abuse and chemical dependencies are treatable conditions, employees seeking help for a drug or alcohol problem, whether voluntarily or through disciplinary action, will be treated the same as those employees with other conditions as far as eligibility of heal benefits and sick and/or personal leave. Nothing in this policy, however, shall limit the Town of Cinco Bayou's right to enforce appropriate disciplinary measures for violation of policy, including, if necessary, termination.

TOWN OF CINCO BAYOU
DRUG-FREE WORKPLACE PROGRAM
CERTIFICATE OF AGREEMENT

I do hereby certify that I have received and read the Town of Cinco Bayou's drug testing policy and I have had the drug-free workplace program explained to me. I understand and agree that I will submit to a drug test when I am requested to do so by the Manager. I also understand that failure to comply with a drug test request or positive test result may lead to my termination.

_____ _____

Printed Name Date

_____

Signed