

**RESOLUTION NO. 2013-23**

**A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF VENICE, SARASOTA COUNTY, FLORIDA, AMENDING THE CITY OF VENICE PERSONNEL PROCEDURES AND RULES, 2011 EDITION, SECTION 1.3 EMPLOYMENT PROCESS; 1.5 EMPLOYEE CATEGORIES; 1.12 CLASSIFICATION AND COMPENSATION; 1.17 RESIGNATION; 1.29 FAMILY AND MEDICAL LEAVE ACT (FMLA); 1.30 NOTICE OF PRIVACY PRACTICES; 2.1 ACCESS TO GROUP HEALTH INSURANCE; 2.4 SICK LEAVE, 2.5 DISCRETIONARY LEAVE ISSUES, 2.20 RETIREMENT; AND PROVIDING AN EFFECTIVE DATE**

**WHEREAS**, Sec. 50-35 of the Code of Ordinances provides that amendments to the City of Venice Personnel Procedures and Rules may be made and adopted by resolution; and

**WHEREAS**, city council wishes to amend the City of Venice Personnel Procedures and Rules, 2011 edition.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF VENICE, FLORIDA**, as follows:

**SECTION 1.** The City of Venice Personnel Procedures and Rules, 2011 edition, with all amendments to date, is hereby renamed the City of Venice Personnel Procedures and Rules, 2013 edition.

**SECTION 2.** Section 1.3, Employment Process, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

**1.3 EMPLOYMENT PROCESS**

**Application for Employment**

All parties interested in applying for a position with the City of Venice shall accurately complete the employment application. Successful candidates must pass a drug screen, pre-employment physical examination, criminal background and driving record check, reference review and educational/employment experience verification.

**Tobacco Nicotine Screening**

Candidates will be required to sign (electronically and/or on paper) an affidavit stating that they have refrained from ~~tobacco~~ nicotine products for the 12 months preceding the application. If an applicant refuses to sign this affidavit, they will be considered ineligible for employment for a period of 12 months from the date of refusal.

Candidates are required to submit the necessary laboratory specimens during the

preemployment physical to allow initial ~~tobacco~~ nicotine screening. A confirmatory ~~tobacco~~ nicotine test will be conducted when the initial ~~tobacco~~ nicotine screening is positive. The confirmatory ~~tobacco~~ nicotine test will be conducted by an independent diagnostic lab. Applicants found to have a confirmed positive ~~tobacco~~ nicotine test will be considered ineligible for employment at the city for a period of 12 months following receipt of the positive ~~tobacco~~ nicotine test results.

~~Tobacco~~ Nicotine products are defined as: cigarette, chewing tobacco, cigars, or any other product containing ~~tobacco~~ nicotine that is ingested or inhaled.

### Recruitment

When a vacancy occurs or if a new position is duly authorized, the responsible department head shall submit a requisition to the administrative services department for each such vacancy. All departments shall work cooperatively with the administrative services department in planning for new positions. All vacant positions within the city will be advertised and filled as established by the city manager. Employees desiring to be considered for any vacancy shall make written application in accordance with the job announcement.

### Selection

Each job description contains minimum qualifications, which must be met by an applicant in order to be considered for the specific position. The selection to fill open positions shall be based on merit and fitness demonstrated by examination or other evidence of competence. Veterans of the U.S. armed forces shall be given preference when all other factors are equal. The city shall endeavor to interview current city employees who make written application and meet the minimum requirements for the position. Upon completion of the interview process, the hiring official shall notify the director of administrative services of the proposed candidate selected and forward documentation to substantiate that the most qualified candidate has been selected. The hiring department shall work with the administrative services department to arrange all necessary pre-employment testing and qualification verifications. City manager approval is required to hire an individual at higher than Step 2 of the grade prescribed for the position.

**SECTION 3.** Section 1.5, Employee Categories, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

## **1.5 EMPLOYEE CATEGORIES**

### Charter Officers

Council may afford benefits and other terms and conditions of employment to the city manager, city clerk and city attorney in writing that differs from those provided in the Procedures and Rules.

### Regular Employees

The term “regular” refers to employees who have successfully completed their probationary

working test period.

#### Probationary Employees

The term “probationary” refers to employees who are currently under probation, which is the working test period for new employees.

#### Full Time Employees

The term “full time” refers to all employees whose normal workweek shall consist of not less than forty (40) hours. It may begin on any day of the week and at any hour of the day, and need not be the same for all departments and all employees. Fire service personnel work fifty (50) hours per week with twenty-four (24) hours on duty and forty-eight (48) hours off duty.

#### Management/Supervisory

An employee may be appointed to a management and/or supervisory position by the city manager. Reference to this status is generally included in the job description. The director of administrative services maintains a list of all management/supervisory positions.

#### Part Time Employees

The term “part time” refers to all employees whose normal workweek shall consist of more than twenty (20) hours but less than forty (40) hours. The only benefits these employees are entitled to are one-half (½) vacation leave, ½ holiday pay, and ½ sick leave, ~~and~~ and participation in the Florida Retirement System as required by law and participation in City of Venice Group Health Insurance as required by law.

#### Part Time Seasonal Employees

The term “part time seasonal” refers to all employees, such as crossing guards, whose normal workweek shall consist of less than twenty (20) hours on a seasonal basis. The only benefits these employees are entitled to are one-quarter (¼) of fringe benefits; to include sick and holiday pay and participation in the Florida Retirement System as required by law.

#### Temporary Employees

The term “temporary” refers to all non-contracted employees who work for the city for a designated period of time including summer intern positions. These employees may be scheduled to work up to forty (40) hours per workweek, at the direction of the department head. These employees are not covered by city benefits such as insurance, vacation and sick leave. However, these employees are granted holiday pay and participation in the Florida Retirement System as required by law.

**SECTION 4.** Section 1.12, Classification and Compensation, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

### **1.12 CLASSIFICATION AND COMPENSATION**

Job classification is determined by the requirements of the job and factors such as responsibility, skill, training, education, and working conditions. The city bases pay increases upon job performance, classification, length of service with the city and other economic and job considerations. The applicable Non-Bargaining Pay Plan or union agreements contain specific grade and step calculations, which are reviewed and maintained by the director of administrative services. When a new position is created, the director of administrative services shall recommend a grade and step for approval by the city manager. The director of administrative services shall establish pay rates for temporary employees, whether employed directly or through an employment agency. Any employee who is temporarily and specifically assigned by the city to a position in a higher grade shall receive a rate of pay which is five percent higher than the employee's regular rate of compensation. This increment shall not be awarded to employees whose job description specifically designates them as the person to act in someone else's temporary absence, nor to those on light duty assignments in the course of recovery from job-related injury or illness. Similarly, this increment shall not apply in cross-training situations, but only when the employee is fully qualified and specifically assigned. It shall not be the intent of the city to assign such duty on a frequent or continually reoccurring basis except under emergency or extenuating circumstances.

**SECTION 5.** Section 1.17, Resignation, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

#### **1.17 RESIGNATION**

To resign in good standing and be considered eligible for rehire, regular employees shall provide ~~two (2)~~ four (4) weeks written notice of resignation, including the reason for leaving, to the ~~city manager or department head~~. If extenuating circumstances exist, the ~~city manager~~ director of administrative services may agree to permit a shorter period of notice. ~~The department head will forward such resignation with the employee change order to the administrative services department.~~ Notice of resignation shall be provided on the city's Notice of Resignation form. Once the notice of resignation is accepted by the city manager, it can be withdrawn only with the city manager's consent. The city reserves the right to make the sole determination of eligibility for re-hire.

**SECTION 6.** Section 1.29, Family and Medical Leave Act (FMLA), of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

#### **1.29 FAMILY AND MEDICAL LEAVE ACT (FMLA)**

The City of Venice adheres to the benefits provided to all eligible employees under the Family and Medical Leave Act of 1993 (FMLA). This section contains highlights of the provisions. Eligible employees may be able to take up to twelve (12) weeks of unpaid, job-protected leave each year for specified family and medical reasons. For additional information,

employees should contact the administrative services department.

#### Employee Eligibility

Employees must meet the criteria as specified in the law to be eligible for FMLA leave. The city shall consider leave for employees not meeting the criteria for FMLA leave on a case by case basis, as recommended by the Director of administrative services and approved by the City Manager.

#### Circumstances That May Trigger Leave:

Employees may be granted FMLA leave for one or more of the following reasons:

1. For the birth of a child, to care for a newborn child, or placement of a child with the employee for adoption or foster care.
2. To care for an immediate family member (employee's spouse, child, or parent) who has a serious health condition.
3. Because of the employee's serious health condition which makes the employee unable to perform the functions of his or her job.

#### Length and Duration of Leave:

If eligible, the employee may receive up to twelve (12) workweeks of unpaid leave during any rolling twelve-month period, measured backward from the commencement of any family or medical leave. The city shall grant up to six (6) months unpaid leave to employees for the birth or placement of a child at the request of the employee, and leave may be extended for a maximum of twelve (12) months by mutual consent between the employee and the city.

FMLA leave may be taken intermittently, which means taking leave in blocks of time or by a temporary reduction of the employee's normal weekly or daily work schedule, or by temporary reassignment to another position to better accommodate the employee's need for time off or a reduced schedule. Intermittent leave is not permitted for the birth of a child, to care for a new born child, or placement of a child for adoption or foster care.

#### Using Accrued Paid Time Off

The city will require employees to utilize their accrued paid leave during the designated FMLA period. This paid leave is not exclusive of FMLA leave, and will be deemed to run concurrently with the employee's FMLA leave entitlement period. Eligible employees are required to utilize existing compensatory time, sick leave and available vacation leave, in that order.

#### Maintenance of Health Benefits While on Leave

The city will continue to pay the city's share of premium payments to maintain the employee's life and group health coverage while the employee is on FMLA leave. The continuation of coverage will be provided if the employee was covered under the plan before the employee began FMLA leave. If the employee has elected family coverage prior to the start of FMLA leave, the employee shall be required make arrangements for payment of the

family coverage premiums while on leave. Employees are encouraged to make premium payments to the extent they are not automatically deducted from the employee's paycheck during leave to avoid cancellation of benefits.

Under some circumstances, the city reserves the right to recover premiums it has paid to maintain health coverage for an employee. This will generally occur only when an employee fails to return to work at the conclusion of leave, and the failure to return was not due to the continuation or recurrence of the employee's (or immediate family member's) serious health condition.

#### Job Restoration Following Leave

Employees returning from FMLA leave are normally entitled to be restored to their original job or to an equivalent job with equivalent pay, benefits and other terms and conditions of employment. In addition, use of FMLA leave will not result in the loss of any employment benefit the employee earned or was entitled to before using FMLA leave.

#### Obligation to Provide Notice and Medical Certification

When seeking FMLA leave, the employee may be required to provide:

1. Thirty (30) days' advance notice of the need to take leave if the need is foreseeable. If the need for leave is not foreseeable, or thirty (30) days' notice is not possible under the circumstances, as much notice as is possible must be provided.
2. Medical certifications supporting the need for leave due to a serious health condition affecting an employee or immediate family member. The city may require the employee to obtain a second or third medical opinion at the city's expense. Periodical recertification at the city's expense may also be required.
3. Periodic reports from the employee as the city deems appropriate or necessary during leave regarding status and intent to return to work.
4. Medical certification of the employee's fitness for duty before being permitted to return to work, if the leave was taken for the employee's serious health condition.

Employees are requested, when possible, to schedule medical treatment so that it will not unduly disrupt the city's operations. Employees are required to provide the city with as much notice as possible when time off for scheduled medical treatment is required. Failure to comply with these requirements may result in delay or denial of leave.

#### Outside Employment

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

#### Exhaustion of FMLA Leave Period

Any employee failing to return or unable to return to work at the exhaustion of the FMLA leave period may be subject to termination of employment. An employee who informs the city that they do not intend to return at the conclusion of their leave will be deemed to have

resigned. Any practice of routinely providing employees with a post-FMLA leave recovery period is ended with city council approval of this amendment to the Personnel Procedures & Rules on September 10, 2013. The city may provide employees with a post-FMLA leave recovery period at its discretion on a case by case basis, observing the requirements of the Americans with Disabilities Act (ADA) and other applicable laws.

#### This Policy is Not a Contract

All of the parameters of FMLA leave, including the duration of leave, benefits availability, job restoration, and other rights and obligations associated with FMLA leave are limited by the requirements of applicable state and federal laws. Employees should not infer any express or implied contractual rights from this policy. The city reserves the right to modify this policy as necessary, in its sole discretion, to ensure compliance with applicable state and federal law.

**SECTION 7.** Section 1.30, Notice of Privacy Practices, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

#### **1.30 NOTICE OF PRIVACY PRACTICES**

No later than April 14, 2004~~3~~, the City of Venice Self-Funded Group Health Plan was is required by law to take reasonable steps to ensure the privacy of the personally identifiable health information of employees, retirees, and dependents covered by the city's group health plan, and to provide information about:

- the Plan's uses and disclosures of Protected Health Information (PHI);
- privacy rights with respect to PHI;
- the Plan's duties with respect to PHI;
- the right to file a complaint with the Plan and the Secretary of the U.S. Department of Health and Human Services; and
- the person or office to contact for further information about the Plan's privacy practices.

The term "Protected Health Information" (PHI) includes all individually identifiable health information transmitted or maintained by the Plan, regardless of form (oral, written, electronic). Non-authorized disclosure of PHI will be subject to disciplinary action up to and including dismissal.

The complete notification is ~~provided to all employees in the city's plan document~~ posted on the city's website ~~is posted on all employee bulletin boards~~ or may be obtained from the administrative services department.

**SECTION 8.** Section 2.1, Access to Group Health Insurance, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

#### **2.1 ACCESS TO GROUP HEALTH INSURANCE**

The City of Venice Resolution is amended as follows with ~~strike through text~~ identifying deletions and underlined text indicating additional language.

The mayor, councilmembers, ~~city attorney, assistant city attorney,~~ city manager, city clerk and full time city employees and eligible part time city employees are eligible to participate in the City of Venice Group Health Insurance Program.

Eligible individuals may select individual coverage, individual and one dependent coverage, individual and family coverage or no coverage. The schedule of benefits and the effective date of coverage shall be determined by the plan documents.

Nonbargaining individuals who elect to participate in the City of Venice Group Health Insurance Program shall pay the city the following premium contribution:

~~a. For individual coverage:~~

~~\$10/month for employees with base salary less than \$36,000~~

~~\$20/month for employees with base salary from than \$36,000 to \$46,000~~

~~\$40/month for employees with base salary more than \$46,000~~

~~b. For individual and one dependent coverage:~~

~~The amount for individual coverage plus an additional \$180/month~~

~~c. For individual and family coverage:~~

~~The amount for individual coverage plus an additional \$225/month~~

Effective January 1, 2014, a participating employee shall pay the following monthly premium contribution by payroll deduction based on the following scale for employee (single) health insurance coverage and the latest available actuarially-determined fully-funded rates:

For individual coverage:

Base Salary

Less than \$36,000 = 6% of the individual fully-funded rate

\$36,000 - \$46,000 = 11% of the individual fully-funded rate

\$46,001 - \$56,000 = 22% of the individual fully-funded rate

More than \$56,000 = 26% of the individual fully-funded rate

For individual and one dependent coverage:

The individual coverage amount plus an additional 17% of the individual plus one fully-



funded rate.

For individual and family coverage:

The individual coverage amount plus 13% of the family fully-funded rate.

#### Compensation for Increased Healthcare Contributions

In consideration for the changes to healthcare contributions detailed above, the following annual base pay increases will be made effective January 1, 2014 for nonbargaining individuals:

##### Base Salary

Less than \$36,000	=	<u>\$ 268</u>
\$36,000 - \$46,000	=	<u>\$ 471</u>
\$46,001 - \$56,000	=	<u>\$ 942</u>
More than \$56,000	=	<u>\$ 1,200</u>

If the base pay increases place an individual in a higher contribution category, the individual's base pay will be further increased to offset the additional contribution.

If an individual has a written employment agreement with the city that provides for a different premium contribution, the written employment agreement provision shall govern. If an individual is subject to a collective bargaining agreement with the city that provides for a different premium contribution, the collective bargaining agreement provision shall govern.

**SECTION 9.** Section 2.4, Sick Leave, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

#### **2.4 SICK LEAVE**

In order to help protect employee income in the time of illness, the city provides employees with a sick leave program. Under this benefit, employees accumulate eight (8) hours of sick leave at the end of the month for any month in which they are on paid status for at least eighty (80) hours. For the purpose of this section, paid status includes vacation leave, holiday pay hours, sick leave, compensatory leave and supplemented workers compensation.

Sick leave may be used for illness, disability or related conditions. Sick leave may be used to

cover absences made necessary by illness in an employee's immediate family. For the purpose of this section, the employee's immediate family is defined as the employee's spouse, father, mother, son, daughter, stepchild or as determined by the director of administrative services.

Sick leave is a privilege, and therefore must be used only for legitimate illness. When an employee is ill and cannot report for work, the employee or a family member must notify the employee's supervisor no later than the time the employee is regularly required to report to work. If an employee fails to contact their supervisor, the leave will be considered unauthorized leave and may result in the loss of sick leave pay. The city reserves the right to require a written physician statement as proof of illness for receipt of sick leave benefits. Sick leave benefits may not be granted if it is requested for scheduled workdays just before or after holidays or vacations unless satisfactory evidence of illness is furnished to the employee's supervisor. Employees, who become ill on their scheduled vacation, may utilize sick leave benefits in lieu of vacation leave with proof of physician's certification referencing the duration of the illness.

Sick leave benefits may not be abused. Employees who abuse sick leave will be subject to disciplinary action. Any use of this privilege, except for legitimate illness or disability, will be treated as falsification of time records and subject to immediate disciplinary action. Examples of sick leave abuse include the following:

- Regularly taking one or two sick leave days each month.
- Creating a pattern by taking sick leave before or after weekends, the first or last day of the normal workweek, if the workweek is other than Monday through Friday, and/or before or after a holiday and/or a vacation.
- Calling in too ill to perform normal duties but not too ill to do other things.
- An employee telling co-workers of a plan to take a day off, and then calling in sick that day.
- Being employed for six (6) months or more and having minimal sick leave accumulated.

#### Sick Leave Value

The city will document in each nonbargaining employee's personnel file the number of hours of each employee's sick leave accrual as of September 30, 2013. From October 1, 2013 onward, only these documented hours may be used for the purposes of cash ins as described below. Hours accumulated from October 1, 2013 onward may be used as described above but will have no cash in value. Hours used from October 1, 2013 onward will be drawn from the bank of hours accumulated before October 1, 2013.

#### Sick Leave Incentive/Cash-in Policy

As an incentive to limit abuse of sick leave, up to 90 days (equivalent to 720 hours) of sick leave may be accumulated at which time employees who are covered under a collective bargaining agreement may cash-in up to 30 days (equivalent to 240 hours) as follows:

- Employees hired before 10/1/1993 will receive 50% of their current straight hourly rate
- Employees hired on or after 10/1/1993 will receive 25% of their current straight hourly rate

The employee who is covered under a collective bargaining agreement must request this cash-in on the city-approved form, and the city shall endeavor to process payment during the next available pay period. Employees who are covered under a collective bargaining agreement and who are separated for any reason will receive payment for any unused sick leave pursuant to their hire date and the above outlined percentages. Non-bargaining employees that accumulate more than seven hundred and twenty (720) sick leave hours in any one year shall be compensated at 50% of the following:

- Employees hired before 10/1/1993 will receive 50% of their current straight hourly rate
- Employees hired on or after 10/1/1993 will receive 25% of their current straight hourly rate

The payments to the employee shall be made within the first payroll period in December of each year.

In addition, the city, on behalf of the non-bargaining employee, in addition to such payment directly to the employee, shall contribute up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan), an amount equal to 50% of excess sick leave pay into the city of Venice non-bargaining retirement plan or other similar plan. Excess sick leave pay for this section is defined as the number of sick leave hours in excess of 720 hours in any one year multiplied by the employee's regular straight hourly rate or equivalent as determined by the finance department, and multiplied by 50% for employees hired before 10/1/1993 or 25% for employees hired on or after 10/1/1993.

For each non-bargaining employee who is separated for any reason, in lieu of such payment directly to the employee, the city, on behalf of the non-bargaining employee, shall contribute up to the limit permitted by applicable tax law for the respective plan (without endangering the tax status of that plan), an amount equal to 100% of final sick leave pay into the city of Venice nonbargaining retirement plan or other similar plan. Final sick leave pay is defined as the number of sick leave hours multiplied by the employee's straight hourly rate or equivalent at the time of separation as determined by the finance department multiplied by 50% for employees hired before 10/1/1993 or 25% for employees hired on or after 10/1/1993.

**SECTION 10.** Section 2.5, Discretionary Leave Issues, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

## **2.5 DISCRETIONARY LEAVE ISSUES**

### **Donation of Leave**

Employees may elect to voluntarily donate ~~either sick or~~ vacation leave on a case-by-case

basis upon approval by the Director of Administrative Services. The donated time may only be utilized as sick leave for serious medical conditions that have been approved as FMLA related. An employee may elect to donate a maximum of forty (40) hours to each eligible receiving employee per calendar year. The employee receiving the donated time must utilize all their leave accruals (compensatory, sick and vacation) prior to utilizing any donated time. Any donated time not subsequently needed/used as sick leave will be returned to the appropriate accrual bank of the donor involved.

#### Emergency Request

In extenuating emergency circumstances, employees who are covered under a collective bargaining agreement may request payment of leave accrued on a case-by-case basis, taking into account the nature of the designated emergency and the departmental budget. The employee who is covered under a collective bargaining agreement must specify the nature of the emergency condition and submit the request to their department head for initial recommendation. If the department head determines that the funds are available in the department budget and it is a bona fide emergency, the request will be forwarded to the Director of administrative services and the City Manager for approval. Payment will be based on the cash-in options within these procedures and rules for employees who are covered under a collective bargaining agreement.

In extenuating emergency circumstances that would qualify as a hardship distribution under the IRS regulations 401(k), non-bargaining employees may request payment of leave accrued on a case-by-case basis, based on the cash-in options within these procedures and rules for nonbargaining employees in section 2.2, vacation leave and section 2.4, sick leave, taking into account the nature of the designated emergency and the departmental budget. The nonbargaining employee must specify the nature of the emergency condition and submit the request to their department head for initial recommendation. If the department head determines that the funds are available in the department budget and it is a bona fide emergency, the request will be forwarded to the director of administrative services and the city manager for approval. (Rev. 5/22)

#### Community Service

Upon prior written approval by the Director of administrative services and the City Manager, employees may request leave with pay for authorized community service activities.

**SECTION 11.** Section 2.20, Retirement, of the City of Venice Personnel Procedures and Rules, 2011 edition is hereby amended as follows:

#### **2.20 RETIREMENT**

For the purposes of providing notice, retirement shall be governed by all provisions of section 1.17 RESIGNATION. The city has no mandatory retirement age. Employees who decide to retire ~~should~~ are requested as a courtesy to provide the city at least six months notice. The

purpose of this advance notice is to give management enough time to process the administrative matters related to retirement, such as the employee's retirement account, insurance, social security and other related items.

Employees who are participating in the city's health insurance plan at the time of their retirement from the city shall be given a onetime option of continuing to participate in the health insurance plan. Continued participation may include the employee's eligible dependents. The employee shall have 30 calendar days from the effective date of his termination from city employment within which to notify the administrative services department in writing that he has exercised his option to continue participation. The cost of any such continued participation shall be determined solely by the city. In order to be eligible for such continued participation, the employee must retire under a state retirement system or a state optional annuity or retirement program or be placed on disability retirement and begin receiving retirement benefits immediately after retirement from the city.

The city is committed to helping employees make the transition to retirement; therefore, employees should contact the director of administrative services for additional information regarding services available.

**SECTION 12.** This Resolution shall take effect immediately upon its adoption.

**APPROVED AND ADOPTED AT A REGULAR MEETING OF THE VENICE CITY COUNCIL HELD ON THE 10<sup>TH</sup> DAY OF SEPTEMBER 2013.**

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John W. Holic, Mayor

ATTEST

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Lori Stelzer, MMC, City Clerk

I, **LORI STELZER**, MMC, City Clerk of the City of Venice, Florida, a municipal corporation in Sarasota County, Florida, do hereby certify that the foregoing is a full and complete, true and correct copy of a Resolution duly adopted by the City Council of said city at a meeting thereof duly convened and held on the 10th day of September 2013, a quorum being present.

WITNESS my hand and the official seal of said City this 10th day of September 2013.

(SEAL)

Lori Stelzer, MMC, City Clerk