



**Agenda**  
**City Council**

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Monday, February 6, 2017

7:00 PM

Council Chambers

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**MEMORANDUM TO:**

The Honorable Mayor and  
Members of the City Council  
City of Jacksonville Beach, Florida

Council Members:

The following Agenda of Business has been prepared for consideration and action at the Regular Meeting of the City Council.

**OPENING CEREMONIES: INVOCATION, FOLLOWED BY SALUTE TO THE FLAG**

**ROLL CALL**

**APPROVAL OF MINUTES**

**17-015** Regular City Council Meeting Held January 17, 2017

**ANNOUNCEMENTS**

**COURTESY OF THE FLOOR TO VISITORS**

**MAYOR AND CITY COUNCIL**

- a. **17-020** Appointment of One Alternate Member to the Planning Commission
- b. **17-021** Appointment of One Alternate Member to the Board of Adjustment

**CITY CLERK**

**CITY MANAGER**

- a. **17-016** Receive Information Regarding the 26.2 with Donna, The National Marathon to Fight Breast Cancer

- b. **17-018** Award Projects 1, 2, 3 and 7 to the Lowest Qualified Bidder, **R&D Landscape** and Reject Projects 4, 5 and 6 from Bid Number 1617-02 Titled Installation of Irrigation Systems
- c. **17-022** Ratify the Collective Bargaining Agreement with Laborer's International Union of North America (LIUNA), Local 630, Effective October 1, 2016

## **RESOLUTIONS**

### **17-023 RESOLUTION NUMBER 1970-2017**

**A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NONUNION) CITY POSITIONS, EFFECTIVE OCTOBER 1, 2016.** (This Resolution adds one nonunion position, a Database Administrator)

## **ORDINANCES**

### **17-019 ORDINANCE NO. 2017-8086 (Second Reading) (Public Hearing)**

**AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE NUMBER 2011-8001, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY.** (This Ordinance amends the Preliminary Development Plan for the Baptist Medical Center to include the expansion of the South Pavilion of the main hospital building, including relocation of an internal roadway, and the relocation of the existing helipad.)

## **ADJOURNMENT**

## **NOTICE**

*In accordance with Section 286.0105, Florida Statutes, any person desirous of appealing any decision reached at this meeting may need a record of the proceedings. Such person 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.*

*The public is encouraged to speak on issues on this Agenda that concern them. Anyone who wishes to speak should submit the request to the City Clerk or to the recording secretary prior to the beginning of the meeting. These forms are available at the entrance of the City Council Chambers for your convenience.*

*In accordance with the Americans with Disabilities Act and Section 286.26, Florida Statutes, persons with disabilities needing special accommodation to participate in this meeting should contact the City Clerk's Office at (904) 247-6299, extension 10, no later than one business day before the meeting.*

**Minutes of Regular City Council Meeting  
held Tuesday, January 17, 2017, at 7:00 P.M.  
in the Council Chambers, 11 North 3<sup>rd</sup> Street,  
Jacksonville Beach, Florida**



**OPENING CEREMONIES:**

Council Member Buck gave the invocation, followed by the salute to the flag.

**CALL TO ORDER:**

Mayor Latham called the meeting to order at 7:00 P.M.

**ROLL CALL:**

Mayor: William C. Latham

Council Members: Lee Buck                      Keith Doherty                      Christine Hoffman  
Bruce Thomason                      Phil Vogelsang                      Jeanell Wilson

Also present were City Manager George Forbes, City Clerk Laurie Scott, and Staff Assistant Mandy Murnane.

**APPROVAL OF MINUTES**

It was moved by Ms. Wilson, seconded by Ms. Hoffman, and passed unanimously, to approve the following minutes, with a modification to redact the address of a law enforcement officer:

- Regular City Council Meeting held on December 19, 2016

It was moved by Ms. Wilson, seconded by Ms. Hoffman, and passed unanimously, to approve the following minutes:

- Special City Council Meeting held on January 5, 2017

**ANNOUNCEMENTS:**

Mr. Vogelsang asked Mr. Forbes about the completion status of the walkovers.

Mr. Forbes informed the Council that about 20 walkovers had been repaired and the focus is currently on the walkovers from 8<sup>th</sup> Avenue North to Seagate Avenue, as this is where the new berm has been placed and needs to be protected. The next step will be to repair walkovers from Beach Boulevard to 8<sup>th</sup> Avenue North since these walkovers are some of the most heavily used.

**COURTESY OF THE FLOOR TO VISITORS**

No speaker cards were received by the City Clerk.

**MAYOR AND CITY COUNCIL**

**CITY CLERK**

**CITY MANAGER:**

- (a) **Item # 17-006, Accept the Monthly Financial Reports for the Month of December 2016**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to accept the monthly financial reports for the month of December 2016, as submitted by the Chief Financial Officer.

**Roll call vote:** Ayes - Buck, Doherty, Hoffman, Thomason, Vogelsang, Wilson, and Mayor Latham. The motion carried unanimously.

- (b) **Item # 17-007, Approve a Draw in the Amount of \$17,245 from the Federal Equitable Sharing Fund for the Purchase of New Custom Police Badges for Sworn Officers of the Police Department**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve a draw of \$17,245 from the Federal Equitable Sharing Fund to expend as described in the January 1, 2017, Memorandum from Police Chief Dooley entitled, "Purchase of New Custom Police Badges for Sworn Officers of the Police Department."

Mr. Forbes explained the Jacksonville Beach Police Department has never had custom-made badges. The badges would have the iconic Red Cross Lifeguard Station and City logo as part of the design. The cost of the badges reflects the purchase of approximately 210 badges. Each Police Officer would be issued three (3) badges. [jacket, shirt, and wallet] The funds would be coming from seizure money, not taxpayer dollars.

Mr. Vogelsang expressed his support of the new badges, and he stated his appreciation of the Police Department.

Ms. Wilson stated she had concerns regarding the costs of the new badges and asked about the costs of the current badges.

Police Chief Pat Dooley stated the current badges are standard badges and cost about \$84 each. The new custom badges are about \$72 each.

Ms. Wilson stated she supported the purchase of the new badges and thanked the Police Department for their service.

Mr. Buck stated his support of the new badges.

Mr. Doherty expressed his support of the new badges and liked how community policing is represented on the badge.

Mr. Thomason stated that a department is not just a building, it is the people. He fully supports a unique badge for a unique Police Department.

Mayor Latham stated he supports any effort to enhance the Police Department's pride in the City.

**Roll call vote:** Ayes – Doherty, Hoffman, Thomason, Vogelsang, Wilson, Buck, and Mayor Latham. The motion carried unanimously.

**(c) Item # 17-008, Award Bid No. 1617-04 Static Cast Concrete Poles for Beaches Energy to the Lowest Responsive, Responsible Bidder, *Gresco*.**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Bid Number 1617-04, titled Static Cast Concrete Poles for Beaches Energy to the lowest responsive, responsible bidder Gresco, as explained in the Memorandum from the Director of Beaches Energy Services dated January 5, 2017.

Mr. Forbes expressed the importance of replacing the wooden poles with the concrete poles to be better prepared for future storms.

Ms. Wilson stated her support for replacing the wooden poles.

**Roll call vote:** Ayes – Hoffman, Thomason, Vogelsang, Wilson, Buck, Doherty, and Mayor Latham. The motion carried unanimously.

**(d) Item # 17-009, Approve the Replacement of the 805 Transmission Static Line and Associated Hardware by *Power Secure Utility Services* in the Amount of \$843,211.**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the replacement of the 805 transmission static line and associated hardware by Power Secure Utility Services as described in the Memorandum from the Director of Beaches Energy Services dated December 30, 2016.

Mr. Forbes explained the static line is the highest point and protects against lightning strikes.

Mr. Forbes addressed Ms. Wilson's inquiry as to how the work would be conducted by stating the work would be completed by helicopter.

**Roll call vote:** Ayes – Thomason, Vogelsang, Wilson, Buck, Doherty, Hoffman, and Mayor Latham. The motion carried unanimously.

**(e) Item # 17-010, Award Bid No. 1617-06 Circuit Switchers for Beaches Energy to the Lowest Qualified Bidder, *Whitehead & Associates, Inc.***

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to award Bid No. 1617-06 Circuit Switchers for Beaches Energy to the lowest qualified bidder, Whitehead & Associates, Inc., in the amount of \$516,642 as explained in the Memorandum from the Director of Beaches Energy Services dated December 31, 2016.

Mr. Forbes addressed the three substations where the circuit switchers are to be updated are located at Butler, Jacksonville Beach, and Fort Diego. The new switches would allow all switches to operate in the same way and the life expectancy for these motorized circuit switches is about 25 years.

**Roll call vote:** Ayes – Vogelsang, Wilson, Buck, Doherty, Hoffman, Thomason, and Mayor Latham. The motion carried unanimously.

- (f) **Item # 17-011 Approve the Installation of 4" Natural Gas Mains Between**
- **621 Ponte Vedra Boulevard to Sawgrass Country Club**
  - **Between 45 PGA Tour Boulevard to TPC Sawgrass**
  - **Between the Sawgrass Country Club and the intersection of A1A and Palm Valley Road**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to approve the installation of additional 4" natural gas main by TECO People's Gas in the amount of \$757,317 as described in the Memorandum from the Director of Beaches Energy Services dated December 29, 2016.

Mr. Forbes explained the alternative benefit of natural gas for the customers. The approval of this item is contingent upon receiving the signed contracts from Sawgrass Country Club and TPC Sawgrass. The funds would come from the Natural Gas Division of Beaches Energy.

James Farris, a representative of TECO People's Gas, was present at the meeting to address any concerns.

Mr. Farris explained their contractors perform the work on about 25 to 26 miles of natural gas main already in the ground and this would be an additional 21,000 feet installed.

Ms. Wilson asked if residential properties can connect to this natural gas line.

Mr. Forbes responded by stating the lines are primarily for commercial properties, but if a residential customer along the route wanted to pay for the connection, that would be available.

Mr. Vogelsang questioned if the customers use Beaches Energy Services as there is currently no natural gas available in that area.

Mr. Forbes stated many of these customers use propane and the City anticipates acquiring those customers as natural gas is cheaper, a better product, and it becomes unnecessary to keep refilling a propane tank.

**Roll call vote:** Ayes –Wilson, Buck, Doherty, Hoffman, Thomason, Vogelsang, and Mayor Latham. The motion carried unanimously.

- (g) **Item # 17-012, Approve the Dedication to the City and Acceptance for Maintenance of the Public Infrastructure Improvements (8-Inch Potable Water Main) Constructed by the Developer (*Equity One, Inc.*)**

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman to approve the dedication to the City and acceptance for maintenance of the public infrastructure improvements (8-inch potable water main) at Pablo Plaza as described in the Memorandum from the Public Works Director dated December 29, 2016.

Mr. Forbes stated there are many improvements being done at Pablo Plaza. The developer installed a new 8-inch water main to support the renovations at Pablo Plaza. The property owner has provided the potable water main utility easement to the City.

**Roll call vote:** Ayes - Buck, Doherty, Hoffman, Thomason, Vogelsang, Wilson, and Mayor Latham. The motion carried unanimously.

**RESOLUTIONS:**

**ORDINANCES:**

**Item # 17-013, ORDINANCE NO. 2017-8086 (First Reading) (Public Hearing)**

Mayor Latham requested that the City Clerk read Ordinance No. 2017-8086 (First Reading), by title only, whereupon Ms. Scott read the following:

**“AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE NUMBER 2011-8001, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY. (This Ordinance amends the Preliminary Development Plan for the Baptist Medical Center Beaches to include the expansion of the South Pavilion of the main hospital building, including relocation of an internal roadway, and the relocation of the existing helipad.)”**

Mayor Latham read the following:

“This ordinance to amend the PUD zoning regulations of a property is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, an application to amend the zoning regulations governing a property is handled as a ‘quasi-judicial’ proceeding. A quasi-judicial proceeding means that a governing body is now functioning in a manner similar to a court with the Mayor and Council sitting as impartial decision makers hearing testimony and questioning presenters, who are to provide substantial and competent evidence to support their side of the issue. It is the duty of the Council to arrive at sound decisions regarding the use of property within the City. This includes receiving citizen input regarding the proposed use on the neighborhood, especially where the input is fact-based and not a simple expression of opinion.

It is the applicant’s burden to demonstrate that their application is consistent with the Land Development Code and the Comprehensive Plan. If the applicant is successful in showing consistency, then it is up to the local government to produce competent, substantial evidence of record that the application should be denied. The Council’s decision on a zoning amendment application is based on the criteria set forth in Section 34-211 of the Land Development Code. Each member of the Council has been provided a copy of the criteria.

In addition, the Council has received a copy of the application, and the staff and Planning Commission reports on this PUD zoning amendment request.”

### **Public Hearing**

Mayor Latham opened the public hearing on Ordinance No. 2017-8086 and asked for the spokesperson of Beaches Baptist Hospital to address the City Council.

### **Speakers:**

Paul Hardin, 501 Riverside Avenue, representing Baptist Medical Center Beaches, gave a brief overview of the three proposed changes, which include the expansion of the South Pavilion of the main hospital building, including the relocation of an internal roadway, and the relocation of the existing helipad.

Mayor Latham closed the Public Hearing.

### **Ex-Parte Communications**

Mayor Latham read the following statement for the record:

“Before requesting a motion on this ordinance, beginning with myself, each of the members is requested to indicate for the record *both the names of persons and the substance of any ex parte* communications regarding this application. An ex parte communication refers to any meeting or discussion with a person or citizen who may have an interest in this decision, which occurred outside of the public hearing process.”

Mr. Vogelsang had a meeting with an individual from Mr. Hardin's agency where they reviewed the plan only.

There were no other ex-parte communications from the City Council.

**Discussion:**

Mayor Latham read the following statement for the record:

"Before opening the floor for discussion or questions by the Council, please be reminded that our decision will be based on the criteria set forth in the Land Development Code, and the Council is required to approve a clear statement of specific findings of fact stating the basis upon which such facts were determined and the decision was made."

**Motion:** It was moved by Ms. Wilson and seconded by Ms. Hoffman, to adopt Ordinance No. 2017-8086, amending Ordinance No. 2011-8001 governing the Baptist Medical Center Beaches, revising the approved Preliminary Development Plan to reflect the final plans for the South Pavilion expansion of the main hospital building, including relocation of an internal roadway, and the relocation of the existing helipad.

Mr. Forbes pointed out that the future five-story parking garage and four-story building are possible as there was an existing PUD grandfathered in at the time of the Charter Amendment of 2004 enacting the 35-foot height restriction.

Mr. Doherty expressed his concern over the pharmacy closing at the hospital.

Joseph Mitrick, President of Baptist Medical Center Beaches, responded by stating they have outsourced their outpatient pharmacy services to Walgreens as the pharmacy was not their main focus of their business.

**Roll call vote:** Ayes - Doherty, Hoffman, Thomason, Vogelsang, Wilson, Buck, and Mayor Latham. The motion carried unanimously.

**NOTICES:**

The City Council meeting on February 6, 2017, would include the second reading of Ordinance No. 2017-8086.

A City Council Workshop is scheduled for 5:15 P.M. on Wednesday, February 8, 2017, to review the Special Events Policy.

A Council Briefing is scheduled for 5:15 P.M. on Monday, February 6, 2017, which would include a discussion of the Board of Adjustment variance policy and the expansion of the South Beach Park splash pad.

**ADJOURNMENT:**

There being no further business, the meeting adjourned at 7:50 P.M.

Submitted by: Laurie Scott  
City Clerk

Approval:

William C. Latham, MAYOR

Date: \_\_\_\_\_

Draft

**MEMORANDUM**

**DATE:** January 20, 2017

**TO:** The Honorable Mayor and  
Members of the City Council

**FROM:** Laurie Scott, City Clerk

**Re:** Appointment to Planning Commission

**ACTION REQUESTED:**

Appointment of one Alternate Member to the Planning Commission.

**BACKGROUND:**

The term of Britton Sanders will expire on January 31<sup>st</sup>, 2017. Mr. Sanders was contacted and has requested that the City Council reappoint him to a new four-year term as 1<sup>st</sup> Alternate on the Planning Commission

Mr. Sanders was first appointed as 2<sup>nd</sup> Alternate on July 21, 2014, (replaced Lee Dorson) term to expire on January 31, 2015. Appointed as 1<sup>st</sup> Alternate on February 2, 2015, (replaced Lee Dorson) term to expire January 31, 2017.

The following applicants have been interviewed by one or more City Council Members with City staff in attendance. The following applicants have selected Planning Commission as their first or second choice: William Dopf, Samuel Hall, Jr., Jason Lee, Jon McGowan, Jon Scott Walker. [applications attached]

**RECOMMENDATION:**

Nominate Britton Sanders for reappointment to the Planning Commission for a new four-year term expiring on December 31<sup>st</sup>, 2020.

City of  
Jacksonville Beach  
City Hall  
11 North Third Street  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6299  
Fax: 904.247.6256  
[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)  
[cityclerk@jaxbchfl.net](mailto:cityclerk@jaxbchfl.net)





**Application for Appointment to City Boards**

**Personal Information** (Please print or type)

Name: Britton Sanders Home Phone: 904 334 8422  
 Home Address: 59 Oakwood Rd. Jax Beh. 32250  
 E-Mail Address: britton.sanders@gmail.com Cell Phone: \_\_\_\_\_  
 Occupation: Sales Manager / Real Estate Agent Business Phone: \_\_\_\_\_  
 Business Name: Oracle Corporation / Oceanside Real Estate  
 Business Address: Redwood City, CA / Jacksonville Beh

**Eligibility – Please Circle**

Are you a resident of the City?  Yes  No If yes, length of time: \_\_\_\_\_  
 Are you a registered voter?  Yes  No If yes, what County: \_\_\_\_\_  
 Do you own property in the City?  Yes  No If yes, address: \_\_\_\_\_  
 Do you hold a public office?  Yes  No If yes, Office name: \_\_\_\_\_  
 Are you employed by the City?  Yes  No If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board?  Yes  No If yes, Board Name: Planning  
 Have you been convicted of a felony?  Yes  No If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored?  Yes  No If yes, provide date: \_\_\_\_\_  
 Have you filed bankruptcy?  Yes  No If yes, provide date: \_\_\_\_\_

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details:

**City Boards** (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

	Board of Adjustment	1	Planning Commission
2	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: City Council Meetings, Board of Adjustment, Planning Commission

**Qualifications** (Briefly describe specific expertise, abilities, or qualifications) Born and raised in Jax Beh. Currently serve on Planning Commission for past 2 years currently. Real Est Agent

Education: Bachelor of Computer Science, University of North Florida  
Florida Licensed Realtor (R)

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>	<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan	<input type="checkbox"/> Not Known	
	<input type="checkbox"/> Female	
	<input checked="" type="checkbox"/> Male	

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date 12-7-16 Applicant's Signature *David W. Sandberg*

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes** **No** If not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_



*Be Considered for re-appointment on 8/1/16*

Application for Appointment to City Boards

Received  
JUN 27 2016  
Jacksonville Beach City Clerk

Personal Information (Please print or type)

Name: William Dopf Home Phone: \_\_\_\_\_  
 Home Address: 92 29<sup>th</sup> Ave South Jacksonville Beach, FL  
 E-Mail Address: wldopf@gmail.com Cell Phone: 904-208-1135  
 Occupation: Market development rep. Business Phone: \_\_\_\_\_  
 Business Name: Pro-solutions LLC  
 Business Address: 92 29<sup>th</sup> Ave S. Jacksonville Beach

Eligibility - Please Circle

Are you a resident of the City? Yes No If yes, length of time: \_\_\_\_\_  
 Are you a registered voter? Yes No If yes, what County: \_\_\_\_\_  
 Do you own property in the City? Yes No If yes, address: \_\_\_\_\_  
 Do you hold a public office? Yes No If yes, Office name: \_\_\_\_\_  
 Are you employed by the City? Yes No If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board? Yes No If yes, Board Name: \_\_\_\_\_  
 Have you been convicted of a felony? Yes No If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored? Yes No If yes, provide date: \_\_\_\_\_  
 Have you filed bankruptcy? Yes No If yes, provide date: \_\_\_\_\_

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details: \_\_\_\_\_

City Boards Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

<u>1</u>	Board of Adjustment	<u>2</u>	Planning Commission
	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: Zoning Variance, City Council Meetings

Qualifications (Briefly describe specific expertise, abilities, or qualifications) 30 years of business management experience with a fortune 500 company. 25 years living in Jacksonville & Jacksonville Beach. Served on a variety of local Association & Non Profit Boards

Education: B.S. Biological Science - Colorado State University  
MBA - Marketing & Finance - Colorado State University

## Application for Appointment to City Boards *(cont.)*

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Female	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Not Known		

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

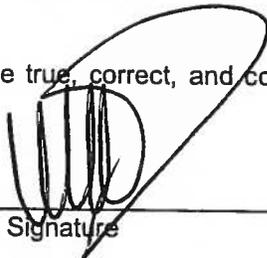
**Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.**

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

6/23/16

Applicant's Signature



Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes**    **No**

If not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_

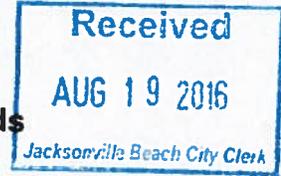
Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_



**Application for Appointment to City Boards**

**Personal Information** (Please print or type)

Name: Samuel Hall, Jr. \_\_\_\_\_ Home Phone: 904-504-4243 \_\_\_\_\_  
 Home Address: 404 3<sup>rd</sup> Ave. North 32250 \_\_\_\_\_  
 E-Mail Address: samhalldist2@gmail.com \_\_\_\_\_ FAX: \_\_\_\_\_  
 Business: Retired \_\_\_\_\_ Business Phone: 904-504-4243 \_\_\_\_\_  
 Business Address: P O Box 330042 Atlantic Beach 32233 \_\_\_\_\_

**Eligibility**

Are you a resident of the City?  Yes  No If yes, length of time: 2.5 years \_\_\_\_\_  
 Are you a registered voter?  Yes  No If yes, what County: Duval County \_\_\_\_\_  
 Do you own property in the City?  Yes  No If yes, address: 404, 406, and 414 3<sup>rd</sup> Ave N. \_\_\_\_\_  
 Do you hold a public office? Yes  No  If yes, Office name: \_\_\_\_\_  
 Are you employed by the City? Yes  No  If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board? Yes  No  If yes, Board Name: \_\_\_\_\_  
 Have you been convicted of a felony? Yes  No  If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored? Yes  No  If yes, provide date: \_\_\_\_\_

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No   
 If yes, please provide details: \_\_\_\_\_

**City Boards** (Please indicate your preferences by ranking - denote your first choice with a "1", second choice with a "2", etc.)

1	Board of Adjustment	2	Planning Commission
3	Community Redevelopment Agency	4	Pension Trustee

Please list City meetings you have attended: City Council, Beaches Watch Sponsored meetings, School Board meetings

**Qualifications** (Briefly describe specific expertise, abilities or qualifications) Leadership skills, experience serving on boards as a member and as chair, was employed at Fortune 500 companies where I worked within groups to achieve common goals. \_\_\_\_\_

Education: BS degree in Biology and Chemistry Minor \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
<input checked="" type="checkbox"/> African-American	Caucasian	Female	Yes
Asian/Pacific Islander	Hispanic	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> No
American Indian/Alaskan Native	Not Known		

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

08/19/2016  
Date

Samuel Hall, Jr.  
Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment

Not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

**Laurie Scott**

---

**From:** City Clerk  
**Subject:** FW: Application for Appointment to City Boards  
**Attachments:** board\_application\_-\_march\_2012.docx

**From:** samuel hall [mailto:samdqhall@yahoo.com]  
**Sent:** Friday, August 12, 2016 4:50 PM  
**To:** City Clerk <CityClerk@jaxbchfl.net>  
**Subject:** Application for Appointment to City Boards

To Whom it May Concern,

I am attaching a completed copy of the application for appointment to City Boards. My personal information is contained within the application. Please submit my application to the City Council for consideration to the Board of Adjustment or the Planning Commission.

Sincerely,  
Samuel (Sam) Hall  
404 3rd Ave North  
Jax Bch., 32250  
904-504-4243

[Report this message as spam](#)

**Laurie Scott**

---

**From:** City Clerk  
**Sent:** Friday, August 19, 2016 3:54 PM  
**To:** 'samuel hall'  
**Subject:** RE: Application for Appointment to City Boards

Mr. Hall,

Thank you for your willingness to serve your community. Your application will be included in the next set of interviews conducted. We will contact you to set a time when the date is determined.

In reviewing your application, I noted that it was not signed. Most likely because it was completed online.

The next time you are in the area of City Hall, please stop in and sign the application.

Thank you and have a great weekend!

*Laurie Scott*  
**City Clerk**

City Clerk's Office  
11 N. 3<sup>rd</sup> Street  
Jacksonville Beach, FL 32250  
Office: (904) 247-6299  
Email: LSCOTT@JAXBCHFL.NET

**From:** samuel hall [mailto:samdqhall@yahoo.com]  
**Sent:** Friday, August 12, 2016 4:50 PM  
**To:** City Clerk <CityClerk@jaxbchfl.net>  
**Subject:** Application for Appointment to City Boards

To Whom it May Concern,

I am attaching a completed copy of the application for appointment to City Boards.

My personal information is contained within the application.

Please submit my application to the City Council for consideration to the Board of Adjustment or the Planning Commission.

Sincerely,  
Samuel (Sam) Hall  
404 3rd Ave North  
Jax Bch., 32250  
904-504-4243

[Report this message as spam](#)

City of Jacksonville Beach  
 Office of the City Clerk  
 11 North 3<sup>rd</sup> Street  
 Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10  
 FAX: (904) 247-6256  
 E-mail: cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Jason Lee Home Phone: N/A  
 Home Address: 1381 Plantation Oaks Drive South, Jax Beach  
 E-Mail Address: Jason@repsource.us Cell Phone: 904-424-6058  
 Occupation: Sales Business Phone: " "  
 Business Name: Repsource  
 Business Address: 1381 Plantation Oaks Drive South, Jax Beach

Eligibility - Please Circle

Are you a resident of the City?  Yes  No If yes, length of time: 10 years  
 Are you a registered voter?  Yes  No If yes, what County: Duval  
 Do you own property in the City?  Yes  No If yes, address: 1381 Plantation Oaks Dr S  
 Do you hold a public office?  Yes  No If yes, Office name: \_\_\_\_\_  
 Are you employed by the City?  Yes  No If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board?  Yes  No If yes, Board Name: Resident HOA  
 Have you been convicted of a felony?  Yes  No If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored?  Yes  No If yes, provide date: \_\_\_\_\_

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No   
 If yes, please provide details: \_\_\_\_\_

City Boards (Please indicate your preferences by ranking - denote your first choice with a "1", second choice with a "2", etc.)

	Board of Adjustment	1	Planning Commission
2	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: General City Council Meetings

Qualifications (Briefly describe specific expertise, abilities or qualifications) Work with local hotels, clubs, restaurants, etc. Hospitality industry. Coach youth athletic teams in local community. Married w/ 3 children. Want to make Jax Beach better.

Education: Flagler College - 1993 Bachelors Degree  
St. Augustine, FL Business Management

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

**Race**

- African-American       Caucasian  
 Asian/Pacific Islander       Hispanic  
 American Indian/Alaskan Native       Not Known

**Gender**

- Female  
 Male

**Physically Disabled**

- Yes  
 No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date

1/6/16

Applicant's Signature

*[Handwritten Signature]*

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes**      **No**

If not eligible for appointment

Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_



**RECEIVED**

DEC 06 2016

**Application for Appointment to City Boards**

**Personal Information** (Please print or type)

Name: SON MCGOWAN Home Phone: City Clerk  
 Home Address: 5 N 17<sup>th</sup> Ave #401  
 E-Mail Address: son@shootingandoutdoors.com Cell Phone: 904 982 1370  
 Occupation: ENTREPRENEUR Business Phone: 904 372 0770  
 Business Name: SHOOTING AND OUTDOOR CONVENTION  
 Business Address: 5 N 17<sup>th</sup> Ave #401

**Eligibility – Please Circle**

Are you a resident of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, length of time: <u>12 yrs</u>
Are you a registered voter?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, what County: <u>DUVAL</u>
Do you own property in the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, address: <u>5 N 17<sup>th</sup> Ave #401</u>
Do you hold a public office?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, position: _____
Are you currently serving on a Board?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Board Name: _____
Have you been convicted of a felony?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="radio"/> Yes	<input type="radio"/> No	If yes, provide date: <u>N/A</u>
Have you filed bankruptcy?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details: \_\_\_\_\_

**City Boards** (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

	Board of Adjustment	2	Planning Commission
1	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: ALL OF THEM

**Qualifications** (Briefly describe specific expertise, abilities, or qualifications) president of Better Tax Beach

Education: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

**Race**

- African-American
- Asian/Pacific Islander
- American Indian/Alaskan

- Caucasian
- Hispanic
- Not Known

**Gender**

- Female
- Male

**Physically Disabled**

- Yes
- No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

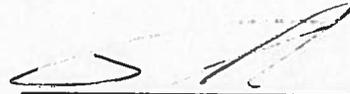
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

12/13/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes**    **No**                      If not eligible for appointment  
 Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

**Jonathan A. McGowan**  
5 N 17<sup>th</sup> Ave #401  
Jacksonville Beach, FL 32250  
(904)982-1330

## **WORK EXPERIENCE**

### **President/ Director of Corporate Partnerships and Government Relations**

2014 – Present

#### **Shooting and Outdoors Convention**

- President of production company organizing a regional firearms, hunting, and outdoors trade show in Jacksonville, FL.
- Created strategic relationships with city and state elected officials
- Sought out grant funding from government and non-governmental agencies
- Sought out corporate sponsorships and develop strategic relationships with other companies to facilitate the success of the event.

### **President/ Event Production, Government Relations, Media Relations**

2013 - Present

#### **Better Jacksonville Beach**

- Founder of business organization focused on changing the image of the Jacksonville Beach Downtown.
- Created strategic relationships with local elected officials
- Developed contacts with local media to get earned media for organization and was the go to spokesperson for the area.
- Organizer/ promoter of the Jax Beach Art Walk and the Jax Beach Classic Car Cruise.

### **Talk Show Host/ Radio Personality**

2013 – 2015

#### **Straight Shooting w/ Jon McGowan on AM 600/ FM 102.3**

- Host of a weekly talk radio program focused on Florida Politics and the firearms industry.
- Interviewed local and state elected officials on issues.
- Moderated debates for candidates of state and local races.
- Researched and summarized every bill filed in the Florida legislature.

### **Owner**

2009 – 2015

#### **McGowan Firearms**

- Owner of firearms retail store in Atlantic Beach, FL

### **Political Consultant**

2003 - 2009

- Worked as independent political consultant for campaigns throughout North East and North Central Florida regions. Responsibilities include strategy, networking, promoting candidate or issue, public speaking, fundraising, media relations, volunteer recruitment, and management. Clients include:
  - Business Industry Political Action Committee (BIPAC)
  - Florida Chamber of Commerce
  - Randy Johnson for Florida Chief Financial Officer
  - Doug Gallagher for U.S. Senate
  - Local campaigns

## **LEADERSHIP/ ACTIVITIES**

### **Office of Mayor-elect Lenny Curry**

Streamlining for Growth & Opportunity Committee Member, 2015

### **Jacksonville Regional Chamber of Commerce**

Government Affairs Standing Committee: Member, 2007 – 2009

JaxBiz: Member, 2008 – 2009

South Council: Member, 2008 – 2009

IMPACTjax: Governmental Affairs Committee Chair, 2008

IMPACTjax: Voice Committee Co-Chair, 2007

IMPACTjax: Member, 2007 - 2009

### **First Coast Tiger Bay Club**

Board Member, 2009

Member, September 2007 - 2009

**Beaches Business Association**, Member, 2007 - 2012

**Jacksonville Beach Gator Club**, Member, 2007 - 2014

### **Duval County Republican Executive Committee**

Precinct Committeeman, 2005 – 2010

### **John McCain for President**

Florida Co-Chair of Young Professionals for McCain, 2008

## **EDUCATION**

### **Bachelors of Arts in Liberal Arts**

December 2006

### **Major: Political Science**

University of Florida, Gainesville, FL

### **Associates of Arts**

December 2002

### **Major: Business Administration**

Florida Community College of Jacksonville, Jacksonville, FL

## **ADDITIONAL SKILLS**

**Life, Health, and Variable Annuity License 2-15**, February 2005

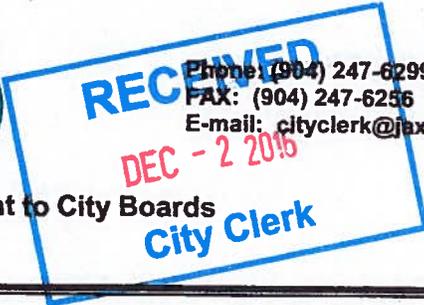
State of Florida

**Real Estate Sales Associate License**, March 2005

State of Florida

**NRA Firearms Instructor**, 2009

City of Jacksonville Beach  
 Office of the City Clerk  
 11 North 3<sup>rd</sup> Street  
 Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10  
 FAX: (904) 247-6256  
 E-mail: cityclerk@jaxbchfl.net

**Application for Appointment to City Boards**

**Personal Information** (Please print or type)

Name: Jon Scott Walker Home Phone: 904-553-2426  
 Home Address: 2902 Madrid Street Jacksonville Beach, FL 32250  
 E-Mail Address: JonWalkerOD@me.com Cell Phone: 904-553-2426  
 Occupation: Optometrist Business Phone: 904-363-8282  
 Business Name: Dr. Ted Brink & Associates  
 Business Address: 10300-238 Southside Blvd. Jacksonville, FFL 32256

**Eligibility – Please Circle**

Are you a resident of the City?  Yes  No If yes, length of time: 8+ years  
 Are you a registered voter?  Yes  No If yes, what County: Duval  
 Do you own property in the City?  Yes  No If yes, address: See Above Home  
 Do you hold a public office?  Yes  No If yes, Office name: \_\_\_\_\_  
 Are you employed by the City?  Yes  No If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board?  Yes  No If yes, Board Name: \_\_\_\_\_  
 Have you been convicted of a felony?  Yes  No If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored?  Yes  No If yes, provide date: \_\_\_\_\_  
 Have you filed bankruptcy?  Yes  No If yes, provide date: \_\_\_\_\_

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details:

**City Boards** (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

	Board of Adjustment	1	Planning Commission
2	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: Various including Variance Meetings

**Qualifications** (Briefly describe specific expertise, abilities, or qualifications) Homeowner and Business Owner in Jacksonville Beach.

Education: See Attached CV

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## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>	<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan	<input type="checkbox"/> Not Known	

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

December 2, 2016  
Date

  
Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes**      **No**      If not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Curriculum Vitae of Jon Scott Walker, O.D., M.S., F.A.A.O.  
2902 Madrid Street  
Jacksonville Beach, Florida 32250  
(904) 553-2426

- EDUCATION:** New England College of Optometry March 1984 Graduate  
Boston, Massachusetts Doctor of Optometry
- Southern Illinois University August 1980 Graduate  
Carbondale, Illinois Master of Science  
Major: Physiology-Specialization in Computer Science
- Oral Roberts University May 1978 Graduate  
Tulsa, Oklahoma Bachelor of Science  
Major: Biology  
Minor: Chemistry
- EXPERIENCE:** **Dr. Ted Brink and Associates** September 2000 to Present  
10300-238 Southside Blvd.  
Jacksonville, Florida 32256
- Board Certified Optometric Physician and Senior Partner of a multi-office (10) Optometric practice.
- Vistakon/Johnson & Johnson Vision Care, Inc.** November 2002 to Present  
7596 Centurion Parkway  
Jacksonville, Florida 32256
- Clinical Investigator. Consultant and Speaker for The Vision Care Institute, Research & Development and Professional Affairs.
- Alcon Laboratories, Inc.** January 2011 to Present  
6201 South Freeway  
Fort Worth, Texas 76134-2099
- Clinical Investigator. Consultant and Speaker for Research & Development and Professional Affairs.
- Bausch+Lomb** January 2013 to Present  
1400 N Goodman Street  
Rochester, NY 14607
- Clinical Investigator for Research & Development.
- Aerie Pharmaceutical** May 2016 to Present  
135 Route 202/206 Suite 15  
Bedminster, New Jersey 07921
- Clinical Investigator for Research & Development.
- Energeyes** June 2014 to March 2015  
Nashville, TN
- Board Member for the Association of Corporate-Affiliated Optometrists.
- Ciba Vision Corporation** February 2010 to January 2012  
11460 Johns Creek Parkway  
Duluth, Georgia 30097
- Clinical Investigator for a Contact Lens Manufacturer.

**Midwestern University College of Optometry**  
19379 N 59th Avenue  
Glendale, Arizona 85308

August 2011 to Present

Adjunct Faculty for an Optometry School.

**Florida Eye Research Center**  
11512 Lake Mead Avenue, Suite 534  
Jacksonville, Florida 32256

April 2010 to Present

Co-owner with Rajesh Shetty, MD of a clinical research center.

**Schott Management Group**  
441 Carlisle Drive, First Floor  
Herndon, Virginia 20170

August 2010 to January 2012

Speaker for a Continuing Education Provider.

**Vistakon Pharmaceuticals, LLC**  
7500 Centurion Parkway, Suite 100  
Jacksonville, Florida 32256

February 2009 to March 2010

Consultant and Speaker for an Ocular Pharmaceutical Manufacturer.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
7596 Centurion Parkway  
Jacksonville, Florida 32256

August 1997 to October 2000

January 1999 to October 2000: Group Leader of Consultation/ Professional Affairs.

June 1998 to December 1998: Group Leader of Consultation/ Customer Quality.

August 1997 to June 1998: Research Optometrist on the Design Platform of Research and Development.

**Optos**  
199 Forest Street  
Marlborough, Massachusetts 01752

November 2006 to Present

Consultant and speaker for a medical equipment manufacturer.

**LasikPlus**  
8705 Perimeter Park Blvd.  
Suite 10  
Jacksonville, Florida 32216

October 2004 to April 2005

Board Certified Optometric Physician with a multi-office refractive surgery center.

**Northwest Eye Center**  
1135 South Washington Avenue  
Detroit Lakes, Minnesota 56501

April 1988-August 1997

Group Optometric and Ophthalmology practice in northwestern Minnesota.

**St. Mary's Regional Health Center**  
1028 South Washington Avenue  
Detroit Lakes, Minnesota 56501

September 1984-August 1997

Staff optometrist at a community hospital.

**Northwest Eye Center** November 1993-May 1995  
Mahnomen County & Village Clinic  
410 Third Street West  
Mahnomen, Minnesota 56557

Part-time Optometric practice in a multi-specialty clinic.

**Minnesota State Board of Optometry** June 1991-December 1997  
2700 University Ave. West, Suite 103  
St. Paul, Minnesota 55114

Board Vice-President and Chair of the Disciplinary Committee.

**Fergus Falls Community College** November 1989-June 1990  
1414 College Way  
Fergus Falls, Minnesota

Part-time instructor in the Science department.

**Dakota Clinic, Ltd.** September 1984-April 1988  
125 East Frazee Street  
Detroit Lakes, Minnesota 56501

**Dakota Medical Center** September 1984-April 1988  
1702 South University Drive  
Fargo, North Dakota 58108

Primary care optometrist within a network of multi-specialty clinics.

**Minnesota Department of Health** June 1985-August 1991  
Diabetic Control Steering Committee  
Minnesota Department of Health Building  
212 Delaware Avenue  
Minneapolis, Minnesota

Clinical research committee organized to study diabetic retinopathy in the state of Minnesota. Research was funded by the Center for Disease Control.

RESEARCH: **Barnes-Hind** September 1984  
Sunnyvale, California

Clinical investigator for the Hydrocurve bifocal contact lens.

**Syntex** May 1987  
Phoenix, Arizona

Clinical investigator for the Aztech contact lens.

**Sola/Barnes-Hind** August 1987  
Sunnyvale, California

Clinical investigator for the Saturn II Plus (SoftPerm) contact lens.

**Sola/Barnes-Hind**  
Sunnyvale, California

September 1987

Clinical investigator for the Saturn II contact lens and related solutions.

**Sola/Barnes-Hind**  
Sunnyvale, California

August 1988

Clinical investigator for the Polycon HdK, a Group 4 material and a new lens solution.

**CibaVision Corporation**  
Atlanta, Georgia

May 1989

Clinical investigator for the Spectrum bifocal soft contact lens.

**CibaVision Corporation**  
Atlanta, Georgia

January 1990

Clinical investigator for the Softwear Saline.

**CibaVision Corporation**  
Atlanta, Georgia

December 1990

Clinical investigator for a new contact lens solution system.

**Ocular Sciences Corporation**  
San Francisco, California

June 1992

Clinical investigator for a new contact lens material and design.

**CibaVision Corporation**  
Atlanta, Georgia

June 1993

Clinical investigator for a new contact lens solution system.

**CibaVision Corporation**  
Atlanta, Georgia

August 1996

Clinical investigator for the SEE3 (Focus Night & Day) soft contact lens.

**Vistakon/Johnson & Johnson Vision Products, Inc.**  
Jacksonville, Florida

May 2000

Named on 2 patents associated with the ACUVUE Bifocal, 1-Day ACUVUE, ACUVUE Toric and the ACUVUE2 contact lenses.

**Vistakon/Johnson & Johnson Vision Products, Inc.**  
Jacksonville, Florida

November 2002

Clinical Investigator for validation of new manufacturing lines for the ACUVUE contact lens.

**Vistakon/Johnson & Johnson Vision Products, Inc.**  
Jacksonville, Florida

December 2002

Clinical Investigator for a new Bifocal Emulator.

<b>Vistakon/Johnson &amp; Johnson Vision Products, Inc.</b> Jacksonville, Florida	April 2003
Clinical Investigator for ACUVUE Brand BIFOCAL vs. B&L SofLens Multifocal fit with Modified Monovision.	
<b>Foresight Regulatory Strategies</b> Boston, Massachusetts	July 2003
Clinical Investigator for a multi-center evaluation of the galyfilcon A (ACUVUE ADVANCE) contact lens.	
<b>Vistakon/Johnson &amp; Johnson Vision Products, Inc.</b> Jacksonville, Florida	March 2004
Clinical Investigator for Evaluation of Several Field Optimized Contact Lens Designs.	
<b>Vistakon/Johnson &amp; Johnson Vision Products, Inc.</b> Jacksonville, Florida	June 2004
Clinical Investigator for Evaluation of ACUVUE 2 Manufacturing Change.	
<b>Visioncare Research</b> Surry, England	July 2004
Clinical Investigator for an Evaluation of Four Toric Contact Lenses.	
<b>VisionCare Research</b> Surrey, England	January 2005
Multi-Center Evaluation of Soft Lenses in Daily Wear.	
<b>Vistakon/Johnson &amp; Johnson Vision Products, Inc.</b> Jacksonville, Florida	February 2005
Clinical Investigator for the Evaluation of the Frequency 55 Multifocal Versus The Soflens Multifocal	
<b>I3 Research</b> Chicago, Illinois	August 2005
Clinical Investigator for an Extended Wear Contact Lens	
<b>VisionCare Research</b> Surrey, United Kingdom	January 2006
Clinical Investigator for an Evaluation of 1-Day Contact Lenses	
<b>Vistakon/Johnson &amp; Johnson Vision Care, Inc.</b> Jacksonville, Florida	February 2007
Clinical Investigator for a new Multi-focal Contact Lens	
<b>Vistakon/Johnson &amp; Johnson Vision Care, Inc.</b> Jacksonville, Florida	April 2007
Clinical Investigator for a new Multi-focal Contact Lens	

**Vistakon/Johnson & Johnson Vision Care, Inc.** July 2007  
Jacksonville, Florida

Clinical Investigator for the "Evaluation of the Alpha "A" Lens Design

**Vistakon/Johnson & Johnson Vision Care, Inc.** September 2007  
Jacksonville, Florida

Clinical Investigator of a System 8 Lens Design

**Vistakon/Johnson & Johnson Vision Care, Inc.** October 2007  
Jacksonville, Florida

Clinical Investigator of a System 8 Lens Design Across a Range of ADD Powers

**Vistakon/Johnson & Johnson Vision Care, Inc.** October 2007  
Jacksonville, Florida

Clinical Investigator of a Multi-focal Lens Design Across a Range of ADD Powers

**Vistakon/Johnson & Johnson Vision Care, Inc.** December 2007  
Jacksonville, Florida

Clinical Investigator of a Multi-focal Lens Design Across a Range of ADD Powers

**Vistakon/Johnson & Johnson Vision Care, Inc.** January 2008  
Jacksonville, Florida

Clinical Investigator of a Multi-focal Lens Fitting Process

**Visioncare Research** January 2008  
Surrey, United Kingdom

Clinical Investigator for a Multi-Center Evaluation of Three Silicone Hydrogel Toric Contact Lenses.

**Foresight Regulatory Strategies** February 2008  
Boston, Massachusetts

Clinical Investigator for a Multi-Center Evaluation of Toric Contact Lenses

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2008  
Jacksonville, Florida

Clinical Investigator of an Alpha Emmetrope Feasibility Study

**Vistakon/Johnson & Johnson Vision Care, Inc.** July 2008  
Jacksonville, Florida

Clinical Investigator for an Evaluation of a Vistakon Multifocal Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** December 2008  
Jacksonville, Florida

Clinical Investigator for a Pilot Study of Alpha Lenses in Mid and High Add Subjects

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2009  
Jacksonville, Florida

Clinical Investigator for the Evaluation of Lens Handling of New 1-Day ACUVUE Prototype 229 on Neophyte

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2009  
Jacksonville, Florida

Clinical Investigator for the New 1-Day ACUVUE Prototype Versus 1-Day ACUVUE Lenses: Dispensing Evaluation

**Vistakon/Johnson & Johnson Vision Care, Inc.** July 2009  
Jacksonville, Florida

Clinical Investigator for the Dispensing Evaluation of Lens Comfort of SSV New Designs.

**Visioncare Research** August 2009  
Surrey, United Kingdom

Clinical Investigator for a Multi-Center Evaluation of Two Silicone Hydrogel Frequent Replacement Contact Lenses

**Vistakon/Johnson & Johnson Vision Care, Inc.** September 2009  
Jacksonville, Florida

Clinical Investigator for the Dispensing Evaluation of a Prototype ACUVUE 1-Day Astigmatism Lens with PVP Additive

**Ciba Vision Corporation** October 2009  
Atlanta, Georgia

Clinical Comparison of Two Silicone Hydrogel Toric Lenses in the U.S.

**Vistakon/Johnson & Johnson Vision Care, Inc.** October 2009  
Jacksonville, Florida

Pilot Evaluation of a Novel Multifocal Contact Lens System

**Vistakon/Johnson & Johnson Vision Care, Inc.** November 2009  
Jacksonville, Florida

Clinical Investigator for the Dispensing Evaluation of Two Prototype ACUVUE 1-Day Moist for Astigmatism Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** November 2009  
Jacksonville, Florida

Clinical Investigator for the Quantitative Evaluation of a New 1-Day ACUVUE Cosmetic Design Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** November 2009  
Jacksonville, Florida

Principle Investigator of a Focus Group Evaluation of Soft Contact Lenses Designed to Enhance the Appearance of the Eye

**Ciba Vision Corporation**  
Atlanta, Georgia

December 2009

Clinical Investigator of a Revised Clear Care Lens Case Study.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

January 2010

Clinical Investigator of a Dispensing Evaluation of New Daily Disposable Toric Soft Contact Lens.

**Visioncare Research**  
Surrey, United Kingdom

January 2010

Clinical Investigator for a Multi-Center Evaluation of Two Daily Disposable Contact Lenses and a Monthly Replacement Contact Lens.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

January 2010

Clinical Investigator of a Non-Dispensing Study To Check Equivalence of Fit Between 1-Day ACUVUE for Astigmatism and 1-Day ACUVUE MOIST for Astigmatism.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

February 2010

Clinical Investigator of a Dispensing Evaluation of a New Galyfilcon A Prototype and Air Optix Aqua Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

February 2010

Clinical Investigator of a Dispensing Evaluation of a New Galyfilcon A Prototype RDL122 Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

March 2010

Clinical Investigator of a Dispensing Evaluation of the N-Lens in a Myopic Population.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

March 2010

Clinical Investigator of a Dispensing Evaluation of a New Daily Disposable Toric Soft Contact Lens in an Expanded Power Range.

**CooperVision**  
Fairport, New York

March 2010

Clinical Investigator of a Clinical Evaluation of the Biofinity Multifocal Compared to the ACUVUE OASYS for Presbyopia Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

June 2010

Clinical Investigator of an Initial Feasibility of the Center Distance and Center Near N-Lens.

**CooperVision**  
Fairport, New York

July 2010

Clinical Investigator of a Clinical Evaluation of the Biofinity Multifocal Compared to the AIR OPTIX Multifocal Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

July 2010

Clinical Investigator of a Dispensing Evaluation of 1-Day ACUVUE DEFINE with Lacreon for Light Eyes Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

September 2010

Clinical Investigator of an Evaluation of Novel Multifocal Designs in Hyperopic and Myopic Presbyopes.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

September 2010

Clinical Investigator of a Dispensing Study to Test New Manufacturing Process for 1-Day ACUVUE Moist for Astigmatism.

**Visioncare Research**  
Surrey, United Kingdom

September 2010

Clinical Investigator for a Multi-Center 2-Week Evaluation of Three Silicone Hydrogel Contact Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

September 2010

Clinical Investigator of a Dispensing Study of Senofilicon A Plus Lenses Made with Different Processes-3GT Blend Front & Back Plastic Molds.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

December 2010

Clinical Investigator of an Evaluation of a Monthly Replacement Soft Toric Contact Lens.

**Alcon Pharmaceutical**  
Fort Worth, Texas

January 2011

Clinical Investigator of an Evaluation of FID 112903 as a Rewetting Drop.

**Visioncare Research**  
Surrey, United Kingdom

August 2011

Clinical Investigator for a Multi-Center of the Air Optix Multifocal Soft Contact Lenses.

**Ciba Vision Corporation**  
Atlanta, Georgia

August 2011

Clinical Investigator for a Cosmetic Validation (US): COBALT vs. FreshLook ColorBlends Among Habitual Wearers of FreshLooks.

**Vistakon/Johnson & Johnson Vision Care, Inc.** October 2011  
Jacksonville, Florida

Clinical Investigator of an Evaluation of a Novel Daily Disposable Multifocal Contact Lens Designs in Myopes.

**Vistakon/Johnson & Johnson Vision Care, Inc.** November 2011  
Jacksonville, Florida

Clinical Investigator of an Evaluation of a Novel Daily Disposable Multifocal Contact Lens Designs in Hyperopes.

**Foresight Regulatory Strategies** July 2012  
Boston, Massachusetts

Clinical Investigator for an Evaluation of 1-Day ACUVUE TruEye (narafilecon A) Brand Contact Lenses in Current 1-Day ACUVUE TruEye (narafilecon B) Contact Lenses Wearers.

**Bausch + Lomb.** March 2013  
Rochester, New York

Clinical Investigator of a Study to Evaluate the Product Performance of a New Silicone Hydrogel Contact Lens.

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2013  
Jacksonville, Florida

Clinical Investigator of an Evaluation of a Novel Daily Disposable Multifocal Contact Lens Designs in High Myopes and Hyperopes.

**Alcon** June 2013  
Fort Worth, Texas

Clinical Investigator of an Evaluation of Lid Wiper Epitheliopathy with and without Daily Disposable Contact Lenses.

**Alcon** June 2014  
Fort Worth, Texas

Clinical Investigator for Capture of Previously Recorded Data of FID 112903 as a Rewetting Drop.

**Alcon** December 2014  
Fort Worth, Texas

Clinical Investigator for Evaluation of Surface Performance of a Daily Wear Silicone Hydrogel Water Gradient Sphere Contact Lens.

**Bausch + Lomb.** May 2015  
Rochester, New York

Clinical Investigator of a Study to Evaluate the Safety and Effectiveness of a Silicone Hydrogel Soft Contact Lens When Worn on a 7-Day Extended Wear Basis.

**Alcon** July 2015  
Fort Worth, Texas

Clinical Investigator for Comparison of Two Marketed Silicone Hydrogel Lenses.

**Alcon**  
Fort Worth, Texas

March 2016

Clinical Investigator for Initial Performance of a Modified Daily Disposable Contact Lens.

**Aerie Pharmaceutical**  
Bedminster, NJ

May 2016

Clinical Investigator for 3-month Study Assessing the Safety and Ocular Hypotensive Efficacy of PG324 Compared to AR-13324 and Lantanoprost in Subjects With Elevated Intraocular Pressure.

**Alcon**  
Fort Worth, Texas

September 2016

Clinical Investigator for Dailies Total1 Multi-focal Clinical Assessment in Challenging Patients.

**Alcon**  
Fort Worth, Texas

November 2016

Clinical Investigator for Initial Performance of a Daily Disposable Contact Lens Featuring Molded Marks.

**PUBLICATIONS:** Walker, J.S. (1980). Quantitative computer analysis of human and boar sperm motility. Master's Thesis. Southern Illinois University at Carbondale. pp. 122.

Winet, H., Walker, J.S., & Freund, M. (1981). Statistical comparison of traditional and precise Sperm motility evaluations. Abstract. Journal of Andrology: January/February. pp. 32.

Walker, J.S., Winet, H., & Freund, M. (1982). A comparison of subjective and objective sperm motility evaluation. Journal of Andrology: May/June. pp. 184-192.

Walker, J.S., et. Al. (1989) Diabetic retinopathy. Minnesota Department of Health-Disease Control Newsletter, 17, pp. 68-70.

Panel Discussion. (1990). Clinical experience with the new SoftPerm lens. Sola/Barnes-Hind Report.

Walker, J.S. (1990). SoftPerm for athletes. Contact Lens Spectrum. March, pp. 55-57.

Dubow, B., Walker, J.S. (1990). The concept of compliance. Contact Lens Spectrum. April, pp. 45-47.

SoftPerm Training Manual. May 1990. Sola/Barnes-Hind Report.

Minnesota Department of Health Diabetes Control Committee. (1990). Preventing and Controlling the Complications of Diabetes in Minnesota. 75 pages.

Minnesota Department of Health Diabetes Control Committee. (1990). Minnesota Plan to Prevent Disability from Diabetes. 19 pages.

Bergenske, P.D., Walker, J.S. (1999). Using Corneal Topography. Contact Lens Spectrum. March, pp. 13s-15s.

Walker, J. (2002). Success with a Soft Bifocal Contact Lens. Contact Lens Spectrum. December. pp. 4-5.

Walker, J. (2002). Case Study: Astigmatism and Presbyopia.. Contact Lens Spectrum. December. pp. 6-8.

- Walker, J., Hay, M., Blalock, J., Mack, C., Knezich, G., & Henderson, T. (2003). Evaluating Steeper Base Curve Lens Movement. Contact Lens Spectrum. December. pp. 44-46.
- Walker, J.S. (2004). Are You Prepared for Specialty Lens Success? Contact Lens Spectrum. September. pp. 36-39.
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- Byrne, J. (Ed.). (2005). Careful fitting, lifestyle considerations essential to multifocal success. Ocular Surgery News. July 15. Pp. 30-34.
- McLean, Karlen, Walker, J.S. (2006). Dry Eye Dilemma. Eyecare Business. March. Page 42.
- Walker, Jon, Young, G., & Hunt, C. (2006). Multi-centre Evaluation of Two Daily Disposable Contact Lenses. Poster-American Academy of Optometry. December.
- Sherman, Jerry, Jones, W., & Karamchandani, G. (2007). Panoramic Ophthalmoscopy: Optomap Images and Interpretation. Slack Publications. 230 pages. (Contributing Author).
- Walker, Jon, Young, G., Hunt, C. & Henderson, T. (2007). Multi-centre evaluation of two daily disposable contact lenses. Contact Lens and Anterior Eye, Volume 30, Issue 2, May. Pages 125-133.
- Hasson, M. (Ed.). (2009). Ocular Antibiotic Arsenal Continues To Expand. Primary Care Optometry News. September. Pages. 1-3.
- Walker, Jon Scott & Hickson-Curren, Sheila. (2010). Clinical Comparison of a 2-Week vs. a Monthly Replacement Silicone Hydrogel Contact Lens. Vistakon Technical Bulletin. June. Pages 1-6.
- Walker, Jon Scott. (2011). The Science of Fresh Lenses. Contact Lens Spectrum. November.
- Walker, Jon Scott. (2012). Fresh Lenses Means Fewer Contact Lens Dropouts. Review of Optometric Business. May.

- PATENTS:**
- Contact Lens Bearing Identifying Marks. Patent Number: 6,024,448. February 15, 2000.
  - Contact Lens Bearing Marks. Patent Number: 6,203,156 B1. March 30, 2001.
  - Visual Enhancement Lens and Associated Methods. Patent Number: 7717556. March 18, 2010.

**TELEVISION CREDITS:**

Pearle Vision's "I Have Seen" National Television and Print Media Spokesperson. (2007).

**MUSIC CREDITS:** "To Know Your Heart-Live Worship". 1999. Warehouse Studio Production. Electric Guitar.  
 "Strength For The Journey". 2001. MorningStar Music. Electric Guitar.

"SCC-Live". 2002. GreaterWorks Productions. Baritone Saxophone.

"SCC-Live". 2003. GreaterWorks Productions. Electric and Acoustic Guitar.

"Been To The River". 2007. Bayou & Me Music. Executive Producer and Songwriter.

2008 Grindie Award Winner Best Spiritual CD-"Been To The River"

"Rain Down". 2009. Bayou & Me Music. Co-songwriter. Highest Ranking #10 on Christian Radio.

2009 Rhythm of Gospel Nominations:

- Praise & Worship Album of the Year-"Been To The River"
- Praise & Worship Song of the Year-"Rain Down"

2009 Just Plain Folks Music Awards Nominations

- Contemporary Christian Album of the Year-"Been To The River"
- Contemporary Christian Song of the Year-"You Are King"

ORGANIZATIONS: American Optometric Society-Founding Member

American/Minnesota/Florida Optometric Association

1988 Minnesota Optometrist of the Year

Fellow-American Academy of Optometry

Fellow-International Association of Contact Lens Educators

Member of AllDocs

Board Member-Energieyes, The Association of Corporate-Affiliated Optometrists

National Board of Examiners in Optometry-Supervising Clinical Examiner

President-South Beach Village Homeowner's Association

Beta Sigma Kappa Optometric Honor Society

Florida and Minnesota Optometry Licensure

Member of ASCAP

Member of SAG

Worship Musician-Electric and Acoustic Guitar; Soprano, Alto, Tenor and Baritone Saxophone

City of Jacksonville Beach

Applicants for Appointment to City Boards

Applicants -		Rating for Appointment Preference (with 3 being their first choice and 4 being their last choice) (Rev - 1st and 2nd Choice only - 6/6/16)										Board of		Community		Planning		Pension		Interview		App		Recommended		Date		Date Originally		Years of		Board Name	
Last Name	First Name	MI	Address	Phone	E-mail	Residence	Adjustment	Redevelopment Agency	Commission	Boards	Date	Renewed	for Appointment/Re-Appointment	Re-Appointed	Appointed	Service	Board Name																
Chanatry	Michael	C	4054 Palm Way, Jax Bch	904-573-6691	chanatrydc@gmail.com	17 mos		1	2		td	6/22/2016	*not interested in interviewing until 2017 (left message to schedule interview for 1/17 or 1/18/17 - *appt scheduled for 6/20/16 - asked to reschedule - running for Elected Office - not interested in interviewing at this time per B. Stevens																				
Stevens	Bill		733 2nd Ave N., Jax Bch			55 yrs		1			td																						
TO BE INTERVIEWED																																	
Cater	Gary		3500 Ocean Dr S	850-386-2919	gcater1@comcast.net	4.5 yrs	1	2	2		1/18/2017		out-of-town on family business - will reschedule - interview scheduled for 1/18/17																				
Hall, Jr.	Samuel		404 3rd Ave North, Jax Bch	904-504-4243	samhall12@gmail.com	2.5 yrs	1		2		1/18/2017																						
McGowan	Jonathan		5 North 17th Avenue, Jax Bch			10 yrs		1	2		12/10/2014 & 1/17/17		yes																				
Reddington, Jr.	Francis	J	1208 South 2nd Street, Apt. B, Jax Bch			12 yrs	1		2		8/7/2013 & 1/17/17	7/20/2016	appointed 1st Alternate	8/1/2016	3/17/2014	2.3	BOA																
Walker	Jon Scott		2902 Madrid Street, Jax Bch			8 yrs	1		2		12/10/2014 & 1/18/17																						
Sanders	Britton		59 Oakwood Road, Jax Bch	904-334-8422	britton.sanders@gmail.com	11 yrs 10 mos		2	1		12/4/2013 & 1/17/17		1st Alternate																				
INTERVIEWED APPLICANTS																																	
Chanatry	Michael	C	4054 Palm Way, Jax Bch	904-573-6691	chanatrydc@gmail.com	17 mos	2*		1*	1	12/4/2013	6/22/2016	*Residency reqmts for BOA & PC not met / NOT interested in interviewing until 2017 (left message to schedule interview for 1/17 or 1/18/17 - but did not return calls - will contact again for next round of interviews																				
Greene	Randy		16 Red Snapper Lane, PV	904-273-1161	rfg171@aol.com	out of county**					4/12/2016		yes																				
Hyatt	Lloyd		134 Coral Way, Jax Bch			17 1/2 yrs		2			2/11/2013	requested updated app - non received	yes																				
Langham	Samuel		138 32nd Avenue South, Jax Bch		salan@ham@reabcc.com	27 yrs		1			5/5/2016	requested updated app - non received	yes																				
Lee	Jason		1381 Plantation Oaks Drive South, Jax Bch	904-424-6058	jason@reresource.us	10 yrs		2	1		4/12/2016		yes / to be considered for BOA or PC openings (Reddington and Sanders terms expired on 1/31/17)																				
Lerman	Justin		1732 7th Street North, Jax Bch	561-929-0214	justinlerman@gmail.com	7?		1			5/5/2016		to be re-interviewed for next round of vacancies/ Tried to contact Mr. Lewis for interviews for 1/17/17 & 1/18/17 - but received no response.																				
Lewis	James		522 North 19th Street, Jax Bch			11 1/2 yrs	2		1		12/10/2014	requested updated app - non received																					
Luster	Kris		2600 Independence Drive, Jax Bch	904-588-3057	kluster@terracon.com	15 mos		1	2*		12/4/2013	requested updated app - non received	*Residency reqmts for BOA & PC not met RE Community Redevelopment Agn																				
McCann	Michael		231 Oceanwalk Dr W, Atlantic Beach			Att. Bch		1			6/20/2016																						
McGowan	Jonathan		5 North 17th Avenue, Jax Bch			10 yrs		1	2		12/10/2014 & 1/17/17		yes																				
McInerney	Sean		2707 Colonies Drive, Jax Bch	904-962-2313	1987bear68@gmail.com	25 yrs		2	1		6/4/2014	requested updated app - non received	yes																				
Montello	Jeffrey		315 33rd Ave. S, Jax Bch			5 yrs		2			6/6/2016		Yes Pension																				
Page	Michael	K	157 North 19th Avenue, Jax Bch			2yrs 9 mos		1	2		12/10/2014		no																				
Reid	William		10 11th Avenue North, # 202, Jax Bch	904-703-7190	wcondo202@aol.com	***			2	1	4/12/2016		Yes/ Currently not interested in interviewing 1/17 or 1/18/17 Will contact next round of interviews.																				
Shea	Chris		139 South 15th Avenue, Jax Bch			Total of 4 yrs		1	2		12/17/2014		No longer interested as of January 2017																				
Snyder	Lucas		414 10th Street South, Jax Bch	407-529-4084	lucas.snyder2@gmail.com	15 years	2	1			5/4/2016		yes / to be considered for BOA or PC openings (Reddington and Sanders terms expired on 1/31/17)																				
Walker	Jon Scott		2902 Madrid Street, Jax Bch			8 yrs	2		1		12/10/2014 & 1/18/17																						
Dopf	William		92 South 29th Avenue, Jax Bch	904-208-1135	whdopf@gmail.com	15 yrs	1		2		7/18/2016	6/27/2016	no return call - attempted to see if he wished to be considered for vacancy. Interviewed last 7/18/16.																				

APPLICANTS APPOINTED TO A BOARD

City of Jacksonville Beach  
Applicants for Appointment to City Boards

Last Name	First Name	M/I	Address	Phone	E-mail	Residence	Rating for Appointment Preference (with 3 being their first choice and 4 being their last choice) (Rev - 1st and 2nd Choice only - 6/6/16)					Interview Date	Renewed App	Recommended for Appointment/Re-Appointment	Date Re-Appointed	Date Originally Appointed	Years of Service	Board Name		
							Board of	Community	Redevelopment Agency	Planning Commission	Pension Board									
Buck	Thomas	K	1334 Plantation Oak Drive N, Jax Bch	904-386-8315		7 yrs	1	-	-	-	-	-	-	Member	7/21/2014	7/19/2010	6.0	BOA		
Cummings	Scott		2855 Merrill Road, Jax Beach	904-382-0867										Member	8/1/2016	3/3/2014	2.4	BOA		
Sams	Chase		709 11th Avenue South, Jax Bch	904-307-5455	chase@southeastwindwco.net	25 yrs	2	1	-	-	-	-	4/12/2016	appointed 2nd Alternate	7/21/2014	8/1/2016	10.1	BOA		
Metland	John		1707 South 2nd Street, Jax Bch	904-536-1830		29 yrs	1	-	-	-	-	-	-	Member	7/19/2010	7/19/2010	6.0	BOA		
Oswalt	Sylvia		3 Freedom Way, Jax Beach	904-922-0416										Member	8/1/2016	3/17/2014	2.3	BOA		
Reddington, Jr	Francis	J	1208 South 2nd Street, Apt. B, Jax Bch	904-242-0991; 904-435-1822		12 yrs	2	1	-	-	-	-	8/7/2013 & 1/17/17	7/20/2016	appointed 1st Alternate	8/1/2016	3/17/2014	2.3	BOA	
Truhlar	Jeff		918 North 22nd Street, Jax Bch	1822		14 yrs - 3 mos	2	1	-	-	-	-	12/4/2013	emailed new app 7/20/16	appointed member	8/1/2016	3/17/2014	2.3	BOA	
Gay	Scott		96 Ponte Vedra Colony Circle, PV	904-380-0536	jlljackson@comcast.net	Ponte Vedra	1	1	-	-	-	-	6/6/2016	appointed member	6/20/2016	5/16/2016	0.2	CRA		
Jones	Jeff		320 1st Street North, # 809, Jax Bch	904-614-4800		8 yrs	1	1	-	-	-	-	5/4/2016	Member	6/17/2013	6/17/2013	3.1	CRA		
Nichols	Corey		1107 S 1st Street N.E., Jax Beach	904-614-4800										Member	7/21/2014	7/21/2014	2.0	PC		
Poworski	Frances		402 North 15th Street, Jax Beach	904-891-4915										Member	6/17/2013	6/17/2013	3.1	CRA		
Callan	William	T	1093 Blue Heron Lane West, Jax Bch	904-247-3673	wc1450@hotmail.com	18 yrs	-	-	-	-	-	-	-	Member	7/21/2014	4/9/2006	10.3	PC		
Dahl	David		4112 Duval Drive, Jax Bch	904-542-5722; 904-210-1893										Member	7/21/2014	2/17/2003	13.4	PC		
Dieloch	Terry		405 32nd Ave S, Jax Beach	904-651-1673										Vice Chair	6/20/1994	6/20/1994	22.1	PC		
Dumont	Georgette		507 16th Ave S, Jax Beach	508-493-0156										Member	3/4/2013	3/4/2013	3.4	PC		
Sanders	Britton		59 Oakwood Road, Jax Bch	904-334-8422	britton.sanders@gmail.com	11 yrs 10 mos	2	2	1	1	1	1	12/4/2013 & 1/17/17	1st Alternate	5/5/2016	7/21/2014	2.0	PC		
Sutton	Greg		47 Trilwood Road, Jax Beach	904-813-8958		***	1	1	1	1	1	1	5/4/2016	Community Redevelopment Agn	6/20/2005	6/20/2005	11.1	PC		
Graham	Art		1000 8th Street South, Jax Bch	904-249-4888	honorable@alicon.com		1	2	2	2	2	2	6/28/2016	Community Redevelopment Agn	9/6/2016	9/6/2016	8/1/2016	PC		
Moehring	Margo		185 Coral Way, Jax Bch	904-242-9329	mmoehring@netcom.org	13 1/2 yrs	2	2	-	-	-	-	6/4/2014	appointed 2nd Alternate	8/1/2016	8/1/2016		PC		
RESIGNED, WITHDRAWN, DECLINED AND OTHER APPOINTMENT HISTORY																				
Kearsey	Grady		1028 North 4th Street, 1C, Jax Bch	904-553-6805	thompson.ryand@gmail.com	10 yrs	-	2	1	-	-	-	12/4/2013		no free time to commit to Bd	declined reappointment per email 7/12/16	2/6/2006	2/6/2006		BOA
Thompson	Ryland		1887 Green Heron Court, Jax Beach	904-476-5147											Was serving as 1st Alternate	7/21/2014	7/21/2014		PC	
Loretta	Joseph		1326 Blue Heron Lane N, Jax Bch																	PC
Dorson	Lee																			PC
Jackson	James "Jerry"	F	1031 South 1st Street, #405, Jax Bch	904-247-5352	jacksonrei@comcast.net	2 yrs 8 mos	-	-	1	-	-	-	6/4/2014		Withdraw Application - 07/29/2014	declined reappointment				CRA
Varnadoe	Lynn																			CRA
Knight	Rick		320 1st Street North, # 809, Jax Bch	904-380-0536	jlljackson@comcast.net	8 yrs								6/4/2014	resigned	6/16/2014	6/16/2014		CRA	
Jones	Jeff		185 Coral Way, Jax Bch	904-242-9329	mmoehring@netcom.org	13 1/2 yrs	2	2	-	-	-	-	6/4/2014	appointed member	5/16/2016	5/16/2016		CRA		
Moehring	Margo		709 11th Avenue South, Jax Bch	904-307-5455	chase@southeastwindwco.net	25 yrs	2	1	1	1	1	1	4/12/2016	appointed 2 Alternate	8/1/2016	8/1/2016		BOA		
Sams	Chase		96 Ponte Vedra Colony Circle, PV	904-380-0536	veringel.com	Ponte Vedra	1	1	1	1	1	1	6/6/2016	appointed member	6/20/2016	6/20/2016	0.1	CRA		
Gay	Scott		320 1st Street North, # 809, Jax Bch	904-380-0536	jlljackson@comcast.net	8 yrs	1	1	1	1	1	1	5/4/2016	from BOA to CRA appointed member	5/16/2016	5/16/2016	0.2	CRA		
Jones	Jeff																			CRA
Reddington, Jr	Francis	J	1208 South 2nd Street, Apt. B, Jax Bch	904-242-0991; 904-435-1822		12 yrs	2	2	1	1	1	1	8/7/2013	7/20/2016	appointed from 2nd Alt to 1st Alternate	8/1/2016	3/17/2014	2.3	BOA	
Truhlar	Jeff		918 North 22nd Street, Jax Bch	1822		14 yrs - 3 mos	2	1	-	-	-	-	12/4/2013	emailed new app 7/20/16	appointed from 1st Alt to member	8/1/2016	3/17/2014	2.3	BOA	
Cummings	Scott		2855 Merrill Road, Jax Beach	904-382-0867											Member	8/1/2016	3/3/2014	2.4	BOA	

**MEMORANDUM**

**DATE:** January 19, 2017

**TO:** The Honorable Mayor and  
Members of the City Council

**FROM:** Laurie Scott, City Clerk

**Re:** Appointment to Board of Adjustment

**ACTION REQUESTED:**

Appointment of one Alternate Member to the Board of Adjustment.

**BACKGROUND:**

The term of Francis (Frank) Reddington will expire on January 31<sup>st</sup>, 2017. Mr. Reddington was contacted and has requested that the City Council reappoint him to a new two-year term as 1<sup>st</sup> Alternate on the Board of Adjustment.

Mr. Reddington was first appointed as 2<sup>nd</sup> Alternate on March 17, 2014, (replaced Scott Cummings) term to expire on January 31, 2015. He was reappointed on February 2, 2015, term to expire January 31, 2017. He was appointed as 1<sup>st</sup> Alternate on August 1, 2016 (replaced Jeff Truhlar), term to expire on January 31, 2017.

The following applicants have been interviewed by one or more City Council Members with City staff in attendance. The following applicants have selected Board of Adjustment as their first or second choice: Gary Cater, William Dopf, Samuel Hall, Jr., Jon McGowan, Lucas Snyder, Jon Scott Walker. [applications attached]

**RECOMMENDATION:**

Nominate Francis Reddington for reappointment to the Board of Adjustment for a new two-year term expiring on December 31<sup>st</sup>, 2018.

City of  
Jacksonville Beach  
City Hall  
11 North Third Street  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6299  
Fax: 904.247.6256  
[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)  
[cityclerk@jaxbchfl.net](mailto:cityclerk@jaxbchfl.net)





**Application for Appointment to City Boards**

**RECEIVED**  
 JUL 20 2016  
 City Clerk

Personal Information (Please print or type)

Name: Francis Reddington _____	Home Phone: 904-270-0037 _____
Home Address: 1208 South 2 <sup>nd</sup> St Unit B _____	
E-Mail Address: reddingtonfj@bellsouth.net _____	Cell Phone: 904-705-5040 _____
Occupation: Retired from Bellsouth Telecommunications _____	Business Phone: N/A _____
Business Name: N/A _____	
Business Address: N/A _____	

Eligibility – Please Circle

Are you a resident of the City?	(Yes)	No	If yes, length of time: 15 yrs _____
Are you a registered voter?	(Yes)	No	If yes, what County: Duval _____
Do you own property in the City?	(Yes)	No	If yes, address: 1208 S.2 <sup>nd</sup> Street Unit B _____
Do you hold a public office?	Yes	(No)	If yes, Office name: _____
Are you employed by the City?	Yes	(No)	If yes, position: _____
Are you currently serving on a Board?	(Yes)	No	If yes, Board Name: Board of Adjustment _____
Have you been convicted of a felony?	Yes	(No)	If yes, provide date: _____
Have your civil rights been restored?	Yes	No	If yes, provide date: N/A _____
Have you filed bankruptcy?	Yes	(No)	If yes, provide date: _____

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? **Yes (No)**

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

1	2
Board of Adjustment	Planning Commission
Community Redevelopment Agency	Pension Trustee

Please list the type of City meetings you have attended: City Council and Board of Adjustment \_\_\_\_\_

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Communications Engineer, Network Manager, Outside Plant and Construction Manager

\_\_\_\_\_

Education: Attended Pace University, University of Georgia and Palm Beach Junior College and Bellsouth Communications Technical School \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**Application for Appointment to City Boards (cont.)**

**State Reporting Requirements**

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>	<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan	<input type="checkbox"/> Not Known	

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

07-20-2016                      Francis Neabright Jr  
 Date                                      Applicant's Signature

Please do not write below - Staff use

Date application received: 7/23/16

City of Jacksonville Beach  
Office of the City Clerk  
11 North 3<sup>rd</sup> Street  
Jacksonville Beach, Florida 32260



Phone: (904) 247-0200 ext 10  
FAX: (904) 247-0258  
E-mail: cityclerk@jaxbcnfl.net

**RECEIVED**  
JUN 28 2016  
City Clerk

**Application for Appointment to City Boards**

**Personal Information** (Please print or type)

Name: Gary Cater Home Phone: 850 386 2919  
 Home Address: 3500 Ocean Dr S  
 E-Mail Address: gcater1@comcast.net Cell Phone: 850 322 4215  
 Occupation: Physician Business Phone: \_\_\_\_\_  
 Business Name: \_\_\_\_\_  
 Business Address: \_\_\_\_\_

**Eligibility - Please Circle**

Are you a resident of the City? Yes No If yes, length of time: 4 1/2 yrs  
 Are you a registered voter? Yes No If yes, what County: Duval  
 Do you own property in the City? Yes No If yes, address: 3500 Ocean Dr S  
 Do you hold a public office? Yes No If yes, Office name: \_\_\_\_\_  
 Are you employed by the City? Yes No If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board? Yes No If yes, Board Name: \_\_\_\_\_  
 Have you been convicted of a felony? Yes No If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored? Yes No If yes, provide date: \_\_\_\_\_  
 Have you filed bankruptcy? Yes No If yes, provide date: \_\_\_\_\_

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details:

**City Boards** (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

<u>2</u> Board of Adjustment	Planning Commission
<u>1</u> Community Redevelopment Agency	Pension Trustee

Please list the type of City meetings you have attended: \_\_\_\_\_

**Qualifications** (Briefly describe specific expertise, abilities, or qualifications)

Education: \_\_\_\_\_  
Pacific Union College  
Medical School USF Kansas City, MO  
Residency - Shands UF Jacksonville  
Fellowship Childrens Mercy Hosp. Kansas City, MO  
MBA - USF

### Application for Appointment to City Boards (cont.)

#### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

#### Race

- African-American
- Caucasian
- Asian/Pacific Islander
- Hispanic
- American Indian/Alaskan Native
- Not Known

#### Gender

- Female
- Male

#### Physically Disabled

- Yes
- No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

6-28-16  
Date

*Mary Cottel*  
Applicant's Signature

Please do not write below - Staff Use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes** **No**      If not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_



Application for Appointment to City Boards

Received  
JUN 27 2016  
Jacksonville Beach City Clerk

Personal Information (Please print or type)

Name: William Dopf Home Phone: \_\_\_\_\_  
 Home Address: 92 29th Ave South Jacksonville Beach, FL  
 E-Mail Address: wldopf@gmail.com Cell Phone: 904-208-1135  
 Occupation: Market development rep. Business Phone: \_\_\_\_\_  
 Business Name: Resolutions LLC  
 Business Address: 92 29th Ave S. Jacksonville Beach

Eligibility – Please Circle

Are you a resident of the City?  Yes  No If yes, length of time: \_\_\_\_\_  
 Are you a registered voter?  Yes  No If yes, what County: \_\_\_\_\_  
 Do you own property in the City?  Yes  No If yes, address: \_\_\_\_\_  
 Do you hold a public office?  Yes  No If yes, Office name: \_\_\_\_\_  
 Are you employed by the City?  Yes  No If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board?  Yes  No If yes, Board Name: \_\_\_\_\_  
 Have you been convicted of a felony?  Yes  No If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored?  Yes  No If yes, provide date: \_\_\_\_\_  
 Have you filed bankruptcy?  Yes  No If yes, provide date: \_\_\_\_\_  
**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details: \_\_\_\_\_

City Boards Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

1	Board of Adjustment	2	Planning Commission
	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: BOARD VARIANCE, CITY COUNCIL  
meetings

Qualifications (Briefly describe specific expertise, abilities, or qualifications) 30 years of business  
management experience with a fortune 500 company, 25  
years living in Jacksonville & Jacksonville Beach. Served on a  
variety of trade association & non profit boards

Education: B.S. Biological Science - Colorado State University  
MBA - Marketing & Finance - Colorado State University

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Female	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan Native	<input type="checkbox"/> Not Known		

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

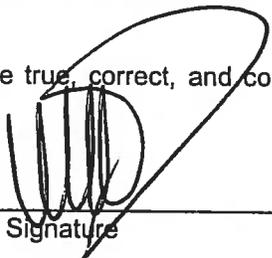
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

**Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.**

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

Date 6/23/16

  
 Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes** **No**

If not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_

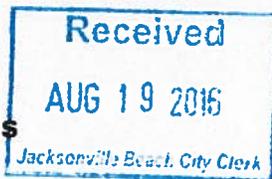
Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_



### Application for Appointment to City Boards

**Personal Information** (Please print or type)

Name: Samuel Hall, Jr. \_\_\_\_\_ Home Phone: 904-504-4243 \_\_\_\_\_  
 Home Address: 404 3<sup>rd</sup> Ave. North 32250 \_\_\_\_\_  
 E-Mail Address: samhalldist2@gmail.com \_\_\_\_\_ FAX: \_\_\_\_\_  
 Business: Retired \_\_\_\_\_ Business Phone: 904-504-4243 \_\_\_\_\_  
 Business Address: P O Box 330042 Atlantic Beach 32233 \_\_\_\_\_

**Eligibility**

Are you a resident of the City?  Yes  No If yes, length of time: 2.5 years \_\_\_\_\_  
 Are you a registered voter?  Yes  No If yes, what County: Duval County \_\_\_\_\_  
 Do you own property in the City?  Yes  No If yes, address: 404, 406, and 414 3<sup>rd</sup> Ave N. \_\_\_\_\_  
 Do you hold a public office? Yes  No  If yes, Office name: \_\_\_\_\_  
 Are you employed by the City? Yes  No  If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board? Yes  No  If yes, Board Name: \_\_\_\_\_  
 Have you been convicted of a felony? Yes  No  If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored? Yes  No  If yes, provide date: \_\_\_\_\_

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No   
 If yes, please provide details: \_\_\_\_\_

**City Boards** (Please indicate your preferences by ranking - denote your first choice with a "1", second choice with a "2", etc.)

1	Board of Adjustment	2	Planning Commission
3	Community Redevelopment Agency	4	Pension Trustee

Please list City meetings you have attended: City Council, Beaches Watch Sponsored meetings, School Board meetings

**Qualifications** (Briefly describe specific expertise, abilities or qualifications) Leadership skills, experience serving on boards as a member and as chair, was employed at Fortune 500 companies where I worked within groups to achieve common goals. \_\_\_\_\_

Education: BS degree in Biology and Chemistry Minor \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
<input checked="" type="checkbox"/> African-American	Caucasian	Female	Yes
Asian/Pacific Islander	Hispanic	<input checked="" type="checkbox"/> Male	<input checked="" type="checkbox"/> No
American Indian/Alaskan Native	Not Known		

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

08/19/2016  
Date

Samuel Hall, Jr.  
Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment

Not eligible for appointment  
Explanation: \_\_\_\_\_  
\_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

**Laurie Scott**

---

**From:** City Clerk  
**Subject:** FW: Application for Appointment to City Boards  
**Attachments:** board\_application\_-\_march\_2012.docx

**From:** samuel hall [mailto:samdqhall@yahoo.com]  
**Sent:** Friday, August 12, 2016 4:50 PM  
**To:** City Clerk <CityClerk@jaxbchfl.net>  
**Subject:** Application for Appointment to City Boards

To Whom it May Concern,

I am attaching a completed copy of the application for appointment to City Boards. My personal information is contained within the application. Please submit my application to the City Council for consideration to the Board of Adjustment or the Planning Commission.

Sincerely,  
Samuel (Sam) Hall  
404 3rd Ave North  
Jax Bch., 32250  
904-504-4243

[Report this message as spam](#)

**Laurie Scott**

---

**From:** City Clerk  
**Sent:** Friday, August 19, 2016 3:54 PM  
**To:** 'samuel hall'  
**Subject:** RE: Application for Appointment to City Boards

Mr. Hall,

Thank you for your willingness to serve your community. Your application will be included in the next set of interviews conducted. We will contact you to set a time when the date is determined.

In reviewing your application, I noted that it was not signed. Most likely because it was completed online.

The next time you are in the area of City Hall, please stop in and sign the application.

Thank you and have a great weekend!

*Laurie Scott*

**City Clerk**

City Clerk's Office  
11 N. 3<sup>rd</sup> Street  
Jacksonville Beach, Fl 32250  
Office: (904) 247-6299  
Email: LSCOTT@JAXBCHFL.NET

**From:** samuel hall [mailto:samdqhall@yahoo.com]  
**Sent:** Friday, August 12, 2016 4:50 PM  
**To:** City Clerk <CityClerk@jaxbchfl.net>  
**Subject:** Application for Appointment to City Boards

To Whom it May Concern,

I am attaching a completed copy of the application for appointment to City Boards. My personal information is contained within the application. Please submit my application to the City Council for consideration to the Board of Adjustment or the Planning Commission.

Sincerely,  
Samuel (Sam) Hall  
404 3rd Ave North  
Jax Bch., 32250  
904-504-4243

[Report this message as spam](#)



**RECEIVED**

DEC 06 2016

**Application for Appointment to City Boards**

**Personal Information** (Please print or type)

Name: SON MCGOWAN Home Phone: City Clerk  
 Home Address: 5 N 17<sup>th</sup> Ave #401  
 E-Mail Address: son@shootingandoutdoors.com Cell Phone: 904 982 1330  
 Occupation: ENTREPRENEUR Business Phone: 904 372 0770  
 Business Name: SHOOTING AND OUTDOOR CONVENTION  
 Business Address: 5 N 17<sup>th</sup> Ave #401

**Eligibility – Please Circle**

Are you a resident of the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, length of time: <u>12 yrs</u>
Are you a registered voter?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, what County: <u>DUVAL</u>
Do you own property in the City?	<input checked="" type="radio"/> Yes	<input type="radio"/> No	If yes, address: <u>5 N 17<sup>th</sup> Ave #401</u>
Do you hold a public office?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Office name: _____
Are you employed by the City?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, position: _____
Are you currently serving on a Board?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, Board Name: _____
Have you been convicted of a felony?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____
Have your civil rights been restored?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: <u>N/A</u>
Have you filed bankruptcy?	<input type="radio"/> Yes	<input checked="" type="radio"/> No	If yes, provide date: _____

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes  No

If yes, please provide details:

**City Boards** (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".)

	Board of Adjustment	2	Planning Commission
1	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: ALL OF THEM

**Qualifications** (Briefly describe specific expertise, abilities, or qualifications) president of Better Jax Beach

Education: \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_  
 \_\_\_\_\_

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

**Race**

- African-American  
 Asian/Pacific Islander  
 American Indian/Alaskan  
 Caucasian  
 Hispanic  
 Not Known

**Gender**

- Female  
 Male

**Physically Disabled**

- Yes  
 No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

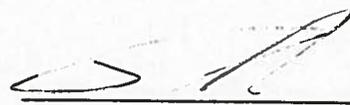
I understand that any false, incomplete, or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete, or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Clerk and are valid for two years from the date they are submitted. All applicants are interviewed following their application submittal. When vacancies occur, the City Council considers all eligible applicants and votes to make board appointments.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

12/3/16  
 \_\_\_\_\_  
 Date

  
 \_\_\_\_\_  
 Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes**    **No**

If not eligible for appointment  
 Explanation: \_\_\_\_\_  
 \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_ Date: \_\_\_\_\_

**Jonathan A. McGowan**  
5 N 17<sup>th</sup> Ave #401  
Jacksonville Beach, FL 32250  
(904)982-1330

## **WORK EXPERIENCE**

### **President/ Director of Corporate Partnerships and Government Relations**

2014 – Present

Shooting and Outdoors Convention

- President of production company organizing a regional firearms, hunting, and outdoors trade show in Jacksonville, FL.
- Created strategic relationships with city and state elected officials
- Sought out grant funding from government and non-governmental agencies
- Sought out corporate sponsorships and develop strategic relationships with other companies to facility the success of the event.

### **President/ Event Production, Government Relations, Media Relations**

2013 - Present

Better Jacksonville Beach

- Founder of business organization focused on changing the image of the Jacksonville Beach Downtown.
- Created strategic relationships with local elected officials
- Developed contacts with local media to get earned media for organization and was the go to spokesperson for the area.
- Organizer/ promoter of the Jax Beach Art Walk and the Jax Beach Classic Car Cruise.

### **Talk Show Host/ Radio Personality**

2013 – 2015

Straight Shooting w/ Jon McGowan on AM 600/ FM 102.3

- Host of a weekly talk radio program focused on Florida Politics and the firearms industry.
- Interviewed local and state elected officials on issues.
- Moderated debates for candidates of state and local races.
- Researched and summarized every bill filed in the Florida legislature.

### **Owner**

2009 – 2015

McGowan Firearms

- Owner of firearms retail store in Atlantic Beach, FL

### **Political Consultant**

2003 - 2009

- Worked as independent political consultant for campaigns throughout North East and North Central Florida regions. Responsibilities include strategy, networking, promoting candidate or issue, public speaking, fundraising, media relations, volunteer recruitment, and management. Clients include:
  - Business Industry Political Action Committee (BIPAC)
  - Florida Chamber of Commerce
  - Randy Johnson for Florida Chief Financial Officer
  - Doug Gallagher for U.S. Senate
  - Local campaigns

## **LEADERSHIP/ ACTIVITIES**

### **Office of Mayor-elect Lenny Curry**

Streamlining for Growth & Opportunity Committee Member, 2015

### **Jacksonville Regional Chamber of Commerce**

Government Affairs Standing Committee: Member, 2007 – 2009

JaxBiz: Member, 2008 – 2009

South Council: Member, 2008 – 2009

IMPACTjax: Governmental Affairs Committee Chair, 2008

IMPACTjax: Voice Committee Co-Chair, 2007

IMPACTjax: Member, 2007 - 2009

### **First Coast Tiger Bay Club**

Board Member, 2009

Member, September 2007 - 2009

**Beaches Business Association**, Member, 2007 - 2012

**Jacksonville Beach Gator Club**, Member, 2007 - 2014

### **Duval County Republican Executive Committee**

Precinct Committeeman, 2005 – 2010

### **John McCain for President**

Florida Co-Chair of Young Professionals for McCain, 2008

## **EDUCATION**

### **Bachelors of Arts in Liberal Arts**

December 2006

### **Major: Political Science**

University of Florida, Gainesville, FL

### **Associates of Arts**

December 2002

### **Major: Business Administration**

Florida Community College of Jacksonville, Jacksonville, FL

## **ADDITIONAL SKILLS**

**Life, Health, and Variable Annuity License 2-15**, February 2005

State of Florida

**Real Estate Sales Associate License**, March 2005

State of Florida

**NRA Firearms Instructor**, 2009



Received  
 MAY - 3 2016  
 Jacksonville Beach City Clerk

### Application for Appointment to City Boards

**Personal Information** *(Please print or type)*

Name: Lucas N. Snyder _____	Home Phone: 407-529-4084 _____
Home Address: 414 10 <sup>th</sup> ST S Jacksonville Beach, FL. 32250 _____	
E-Mail Address: lucas.snyder2@gmail.com _____	FAX: _____
Business: _____	Business Phone: _____
Business Address: _____	

**Eligibility**

Are you a resident of the City?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	If yes, length of time: 6 years _____
Are you a registered voter?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	If yes, what County: Duval _____
Do you own property in the City?	<input checked="" type="checkbox"/>	Yes	<input type="checkbox"/>	No	If yes, address: 414 10 <sup>th</sup> St S, 1821 Tanglewood Rd. _____
Do you hold a public office?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	If yes, Office name: _____
Are you employed by the City?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	If yes, position: _____
Are you currently serving on a Board?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	If yes, Board Name: _____
Have you been convicted of a felony?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	If yes, provide date: _____
Have your civil rights been restored?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	If yes, provide date: _____
Have you filed bankruptcy?	<input type="checkbox"/>	Yes	<input checked="" type="checkbox"/>	No	If yes, provide date: _____

**Potential Conflict of Interest:** Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach?      Yes            No

If yes, please provide details: \_\_\_\_\_

**City Boards** *(Please indicate your preferences by ranking - denote your first choice with a "1", second choice with a "2", etc.)*

2	3
Board of Adjustment	Planning Commission
1	Pension Trustee
Community Redevelopment Agency	

**Please list City meetings you have attended:** City Council: Oct 13, 2015, Feb 15, 2016, March 7<sup>th</sup>  
 Board of Adjustments: July 21, 2015, November 3, 2015, \_\_\_\_\_

**Qualifications** *(Briefly describe specific expertise, abilities or qualifications)*

Involvement in multiple community service events/locations including The Carver Center, Boys and Girls Club of Jacksonville Beach, ARC Surf Camps for underprivileged youth, Donner Park in Atlantic Beach,

Education: University of North Florida, 12/2007	
Bachelor of Science, Communications/Public Relations _____	
_____	
_____	
_____	

## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please check the appropriate boxes.

<u>Race</u>		<u>Gender</u>	<u>Physically Disabled</u>
African-American	x	Caucasian	Female
Asian/Pacific Islander		Hispanic	x
American Indian/Alaskan Native		Not Known	Yes
			No

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

I understand that if I am appointed to one of the City's boards, I will be required to file a financial disclosure form - Form 1, as described above, and I am willing to comply with this requirement.

I understand that any false, incomplete or misleading information given by me on the application is sufficient cause for rejection of this application. I understand and agree that any such false, incomplete or misleading information discovered on this application at any time after appointment to a Board may result in my removal.

I also understand that all board appointments are for voluntary, uncompensated services. Additionally, if appointed, I am able to attend meetings and otherwise fulfill the duties of the office.

Applications are submitted to the City Council when vacancies occur and are effective for two years from date of completion.

By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

05/2/2016 \_\_\_\_\_  
Date

Lucas N. Snyder \_\_\_\_\_  
Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment

Not eligible for appointment  
Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

## **BRIEF DESCRIPTION OF CITY BOARDS**

*(All positions are strictly voluntary and do not receive compensation)*

### **Board of Adjustment**

Meets 1<sup>st</sup> and 3<sup>rd</sup> Tuesday of each month - 7:00 P.M. in the Council Chambers at City Hall

The Board of Adjustment hears, reviews, approves with conditions, or denies variances to the terms of the Land Development Code. The Board of Adjustment's members are appointed by the City Council. Five members serve four-year terms, while two alternates serve for two-year terms. No member of the Board may be employed by the City and members must be residents of Jacksonville Beach for at least two years prior to appointment.

### **Community Redevelopment Agency (CRA)**

Meets the 3<sup>rd</sup> Monday of each month - 5:00 P.M. in the Council Chambers at City Hall

The Jacksonville Beach Community Redevelopment Agency is a five member board appointed by the City Council and is in charge of the redevelopment of two areas within the City.

- The South Beach Redevelopment area is composed of approximately 356 acres near the intersection of J. Turner Butler Boulevard and west of Third Street (SR A1A).
- The Downtown Redevelopment area is composed of 185 acres from 13<sup>th</sup> Avenue South to 9<sup>th</sup> Avenue North and from Third Street (SR A1A) to the ocean.

The Agency is responsible for implementing two redevelopment plans as adopted by the City Council. As part of the implementation process, the Agency is responsible for marketing the areas, identifying developers, issuing Requests for Development Proposals, selection of developers, contract negotiation, financing plans and monitoring contract implementation. Members must be property or business owners in Jacksonville Beach. The Agency is responsible to the City Council.

### **Planning Commission**

Meets the 2<sup>nd</sup> and 4<sup>th</sup> Monday of each month - 7:00 P.M. in the Council Chambers at City Hall

The Planning Commission serves as the Local Planning Agency as required by Florida Statutes and hears applications for development permits and amendments to the Comprehensive Plan. The Planning Commission is composed of five members and two alternates who each are appointed by the City Council for four-year terms. Members must be residents of Jacksonville Beach for at least two years prior to appointment.

### **Pension Boards of Trustees**

Meets quarterly (February, May, August, November) or more frequently, if needed -

The City has three Retirement Systems: Firefighters', General Employees' and Police Officers'. Each Board consists of five trustees, two appointed by Council (General Employees' Board two Council members appointed by the Council serve), two elected by employees and one appointed by the other four members. Trustees have fiduciary responsibility and are responsible for administering the plans as adopted by City Council.

***THIS INFORMATION IS PUBLISHED BY THE CITY CLERK'S OFFICE IN AN EFFORT TO BETTER INFORM CITIZENS ABOUT THEIR CITY GOVERNMENT.***

*Form Updated 03292016*

## Summary

Extensive knowledge of administration procedures, management of other workers and conflict resolution. Excels in creative problem solving through focused communication and leadership. Dedicated and goal oriented for the purpose of seeing vision become a reality.

## Education

**Bachelor of Science : Communications/ Public Relations, 2007**

University of North Florida - Jacksonville, FL, USA

Cumulative GPA 3.2

**UNF Senior Service Award Winner**

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## Experience

### League Coordinator

August 2007 to Current

**i9 Sports/ Jacksonville** - Jacksonville, FL

Responsibilities included overseeing the development and operation of all youth sports programs, execution of local marketing plans establishing community relationships, sourcing of volunteers, staffing of sports officials, managing daily inquiries, maintaining website, ensuring the highest level of customer satisfaction.

The program consists of 2,000 + annual participants and generates annual revenue of \$500,000 +.

2006 and 2007 Franchise of the Year

2008 and 2009 MVP Club Award Winner

2015 Highest Customer Satisfaction Award Winner

### Dean of Students

August 2010 to Current

**Beaches Chapel School** - Jacksonville, FL

Responsibilities include establishing policies and procedures through collaborative input that deal directly with student behavior, conducting training of faculty/staff in regards to appropriate classroom decorum, reviews and revises disciplinary aspects of the student handbook, maintains detailed records and student behavior profiles, assists in developing strategic plans to improve student behavior.

School consists of 200+ students

F.L.O.C.S Accredited School

### College Basketball Official

October 2010 to Current

**Women's College Basketball Official** - Southeast United States

Responsibilities include managing all aspects of a basketball game, working closely with fellow referees to foster a team atmosphere dealing strategically within conflict resolution, an advanced ability to manage people in a highly stressful situation, making decisions in a quick and decisive manner, subjecting yourself to immediate evaluation of the decisions that you make.

### Assistant Director

August 2004 to August 2006

**Osprey Productions- University of North Florida** - Jacksonville, FL

Responsibilities included overseeing a student programming board which was directly tasked with planning large scale concerts, homecoming, movie nights and other weekly events. Administrative responsibilities included managing finances, soliciting community partners and graphic design of promotional materials.

Annual budget \$2.5 million

Serving 17,000+ students

## Organizational Involvement

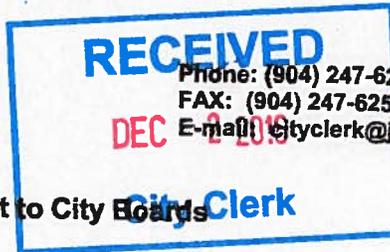
Children's Miracle Network, Girls Inc of Jacksonville, Life Rolls on Foundation and Christian Surfers United States

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## References

References are available upon request

City of Jacksonville Beach  
 Office of the City Clerk  
 11 North 3rd Street  
 Jacksonville Beach, Florida 32250



Phone: (904) 247-6299 ext 10  
 FAX: (904) 247-6256  
 E-mail: Cityclerk@jaxbchfl.net

Application for Appointment to City Boards

Personal Information (Please print or type)

Name: Jon Scott Walker Home Phone: 904-553-2426  
 Home Address: 2902 Madrid Street Jacksonville Beach, FL 32250  
 E-Mail Address: JonWalkerOD@me.com Cell Phone: 904-553-2426  
 Occupation: Optometrist Business Phone: 904-363-8282  
 Business Name: Dr. Ted Brink & Associates  
 Business Address: 10300-238 Southside Blvd. Jacksonville, FFL 32256

Eligibility - Please Circle

Are you a resident of the City? Yes No If yes, length of time: 8+ years  
 Are you a registered voter? Yes No If yes, what County: Duval  
 Do you own property in the City? Yes No If yes, address: See Above Home  
 Do you hold a public office? Yes No If yes, Office name: \_\_\_\_\_  
 Are you employed by the City? Yes No If yes, position: \_\_\_\_\_  
 Are you currently serving on a Board? Yes No If yes, Board Name: \_\_\_\_\_  
 Have you been convicted of a felony? Yes No If yes, provide date: \_\_\_\_\_  
 Have your civil rights been restored? Yes No If yes, provide date: \_\_\_\_\_  
 Have you filed bankruptcy? Yes No If yes, provide date: \_\_\_\_\_

Potential Conflict of Interest: Have you ever been engaged in the management/ownership of any business enterprise that has a financial interest with the City of Jacksonville Beach? Yes No

If yes, please provide details:

City Boards (Please indicate your preferences by ranking - denote your Primary choice with a "1", Secondary choice with a "2".

	Board of Adjustment	1	Planning Commission
2	Community Redevelopment Agency		Pension Trustee

Please list the type of City meetings you have attended: Various including Variance Meetings

Qualifications (Briefly describe specific expertise, abilities, or qualifications) Homeowner and Business Owner in Jacksonville Beach.

Education: See Attached CV

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## Application for Appointment to City Boards (cont.)

### State Reporting Requirements

Section 760.80, Florida Statutes, requires that the City annually submit a report to the Secretary of State disclosing race, gender, and physical disabilities of board members and elected officials. Please circle the appropriate responses.

<u>Race</u>	<u>Gender</u>	<u>Physically Disabled</u>
<input type="checkbox"/> African-American	<input checked="" type="checkbox"/> Caucasian	<input type="checkbox"/> Yes
<input type="checkbox"/> Asian/Pacific Islander	<input type="checkbox"/> Hispanic	<input type="checkbox"/> No
<input type="checkbox"/> American Indian/Alaskan	<input type="checkbox"/> Not Known	

Florida's Public Records Law, Chapter 119, Florida Statutes, states: "It is the policy of this state that all state, county, and municipal records shall at all times be open for a personal inspection by any person." Your application when filed will become a public record and subject to the above statute. In addition, any appointed member of a board of any political subdivision (except members of solely advisory bodies) and all members of bodies exercising planning or zoning, are required to file a financial disclosure form (Form 1) within 30 days after appointment and annually thereafter, for the duration of the appointment as required by Chapter 112, Florida Statutes.

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By submitting this form, I declare the foregoing facts to be true, correct, and complete. Additionally I hereby authorize a criminal background check.

December 2, 2016

Date



Applicant's Signature

Please do not write below - Staff use

Date application received: \_\_\_\_\_

Interviewed on: \_\_\_\_\_

Eligible for appointment **Yes**    **No**

If not eligible for appointment

Explanation: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Appointed to: \_\_\_\_\_

Date: \_\_\_\_\_

Curriculum Vitae of Jon Scott Walker, O.D., M.S., F.A.A.O.  
2902 Madrid Street  
Jacksonville Beach, Florida 32250  
(904) 553-2426

- EDUCATION:** New England College of Optometry  
Boston, Massachusetts  
March 1984 Graduate  
Doctor of Optometry
- Southern Illinois University  
Carbondale, Illinois  
Major: Physiology-Specialization in Computer Science  
August 1980 Graduate  
Master of Science
- Oral Roberts University  
Tulsa, Oklahoma  
Major: Biology  
Minor: Chemistry  
May 1978 Graduate  
Bachelor of Science
- EXPERIENCE:** **Dr. Ted Brink and Associates**  
10300-238 Southside Blvd.  
Jacksonville, Florida 32256  
September 2000 to Present  
Board Certified Optometric Physician and Senior Partner of a multi-office (10) Optometric practice.
- Vistakon/Johnson & Johnson Vision Care, Inc.**  
7596 Centurion Parkway  
Jacksonville, Florida 32256  
November 2002 to Present  
Clinical Investigator, Consultant and Speaker for The Vision Care Institute, Research & Development and Professional Affairs.
- Alcon Laboratories, Inc.**  
6201 South Freeway  
Fort Worth, Texas 76134-2099  
January 2011 to Present  
Clinical Investigator, Consultant and Speaker for Research & Development and Professional Affairs.
- Bausch+Lomb**  
1400 N Goodman Street  
Rochester, NY 14607  
January 2013 to Present  
Clinical Investigator for Research & Development.
- Aerie Pharmaceutical**  
135 Route 202/206 Suite 15  
Bedminster, New Jersey 07921  
May 2016 to Present  
Clinical Investigator for Research & Development.
- Energieyes**  
Nashville, TN  
June 2014 to March 2015  
Board Member for the Association of Corporate-Affiliated Optometrists.
- Ciba Vision Corporation**  
11460 Johns Creek Parkway  
Duluth, Georgia 30097  
February 2010 to January 2012  
Clinical Investigator for a Contact Lens Manufacturer.

**Midwestern University College of Optometry**  
19379 N 59th Avenue  
Glendale, Arizona 85308

August 2011 to Present

Adjunct Faculty for an Optometry School.

**Florida Eye Research Center**  
11512 Lake Mead Avenue, Suite 534  
Jacksonville, Florida 32256

April 2010 to Present

Co-owner with Rajesh Shetty, MD of a clinical research center.

**Schott Management Group**  
441 Carlisle Drive, First Floor  
Herndon, Virginia 20170

August 2010 to January 2012

Speaker for a Continuing Education Provider.

**Vistakon Pharmaceuticals, LLC**  
7500 Centurion Parkway, Suite 100  
Jacksonville, Florida 32256

February 2009 to March 2010

Consultant and Speaker for an Ocular Pharmaceutical Manufacturer.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
7596 Centurion Parkway  
Jacksonville, Florida 32256

August 1997 to October 2000

January 1999 to October 2000: Group Leader of Consultation/ Professional Affairs.

June 1998 to December 1998: Group Leader of Consultation/ Customer Quality.

August 1997 to June 1998: Research Optometrist on the Design Platform of Research and Development.

**Optos**  
199 Forest Street  
Marlborough, Massachusetts 01752

November 2006 to Present

Consultant and speaker for a medical equipment manufacturer.

**LasikPlus**  
8705 Perimeter Park Blvd.  
Suite 10  
Jacksonville, Florida 32216

October 2004 to April 2005

Board Certified Optometric Physician with a multi-office refractive surgery center.

**Northwest Eye Center**  
1135 South Washington Avenue  
Detroit Lakes, Minnesota 56501

April 1988-August 1997

Group Optometric and Ophthalmology practice in northwestern Minnesota.

**St. Mary's Regional Health Center**  
1028 South Washington Avenue  
Detroit Lakes, Minnesota 56501

September 1984-August 1997

Staff optometrist at a community hospital.

**Northwest Eye Center** November 1993-May 1995  
Mahnomon County & Village Clinic  
410 Third Street West  
Mahnomon, Minnesota 56557

Part-time Optometric practice in a multi-specialty clinic.

**Minnesota State Board of Optometry** June 1991-December 1997  
2700 University Ave. West, Suite 103  
St. Paul, Minnesota 55114

Board Vice-President and Chair of the Disciplinary Committee.

**Fergus Falls Community College** November 1989-June 1990  
1414 College Way  
Fergus Falls, Minnesota

Part-time instructor in the Science department.

**Dakota Clinic, Ltd.** September 1984-April 1988  
125 East Frazee Street  
Detroit Lakes, Minnesota 56501

**Dakota Medical Center** September 1984-April 1988  
1702 South University Drive  
Fargo, North Dakota 58108

Primary care optometrist within a network of multi-specialty clinics.

**Minnesota Department of Health** June 1985-August 1991  
Diabetic Control Steering Committee  
Minnesota Department of Health Building  
212 Delaware Avenue  
Minneapolis, Minnesota

Clinical research committee organized to study diabetic retinopathy in the state of Minnesota. Research was funded by the Center for Disease Control.

RESEARCH: **Barnes-Hind** September 1984  
Sunnyvale, California

Clinical investigator for the Hydrocurve bifocal contact lens.

**Syntex** May 1987  
Phoenix, Arizona

Clinical investigator for the Aztech contact lens.

**Sola/Barnes-Hind** August 1987  
Sunnyvale, California

Clinical investigator for the Saturn II Plus (SoftPerm) contact lens.

**Sola/Barnes-Hind** September 1987  
Sunnyvale, California

Clinical investigator for the Saturn II contact lens and related solutions.

**Sola/Barnes-Hind** August 1988  
Sunnyvale, California

Clinical investigator for the Polycon HdK, a Group 4 material and a new lens solution.

**CibaVision Corporation** May 1989  
Atlanta, Georgia

Clinical investigator for the Spectrum bifocal soft contact lens.

**CibaVision Corporation** January 1990  
Atlanta, Georgia

Clinical investigator for the Softwear Saline.

**CibaVision Corporation** December 1990  
Atlanta, Georgia

Clinical investigator for a new contact lens solution system.

**Ocular Sciences Corporation** June 1992  
San Francisco, California

Clinical investigator for a new contact lens material and design.

**CibaVision Corporation** June 1993  
Atlanta, Georgia

Clinical investigator for a new contact lens solution system.

**CibaVision Corporation** August 1996  
Atlanta, Georgia

Clinical investigator for the SEE3 (Focus Night & Day) soft contact lens.

**Vistakon/Johnson & Johnson Vision Products, Inc.** May 2000  
Jacksonville, Florida

Named on 2 patents associated with the ACUVUE Bifocal, 1-Day ACUVUE, ACUVUE Toric and the ACUVUE2 contact lenses.

**Vistakon/Johnson & Johnson Vision Products, Inc.** November 2002  
Jacksonville, Florida

Clinical Investigator for validation of new manufacturing lines for the ACUVUE contact lens.

**Vistakon/Johnson & Johnson Vision Products, Inc.** December 2002  
Jacksonville, Florida

Clinical Investigator for a new Bifocal Emulator.

**Vistakon/Johnson & Johnson Vision Products, Inc.** April 2003  
Jacksonville, Florida

Clinical Investigator for ACUVUE Brand BIFOCAL vs. B&L SofLens Multifocal fit with Modified Monovision.

**Foresight Regulatory Strategies** July 2003  
Boston, Massachusetts

Clinical Investigator for a multi-center evaluation of the galyfilcon A (ACUVUE ADVANCE) contact lens.

**Vistakon/Johnson & Johnson Vision Products, Inc.** March 2004  
Jacksonville, Florida

Clinical Investigator for Evaluation of Several Field Optimized Contact Lens Designs.

**Vistakon/Johnson & Johnson Vision Products, Inc.** June 2004  
Jacksonville, Florida

Clinical Investigator for Evaluation of ACUVUE 2 Manufacturing Change.

**Visioncare Research** July 2004  
Surry, England

Clinical Investigator for an Evaluation of Four Toric Contact Lenses.

**VisionCare Research** January 2005  
Surrey, England

Multi-Center Evaluation of Soft Lenses in Daily Wear.

**Vistakon/Johnson & Johnson Vision Products, Inc.** February 2005  
Jacksonville, Florida

Clinical Investigator for the Evaluation of the Frequency 55 Multifocal Versus The Soflens Multifocal

**I3 Research** August 2005  
Chicago, Illinois

Clinical Investigator for an Extended Wear Contact Lens

**VisionCare Research** January 2006  
Surrey, United Kingdom

Clinical Investigator for an Evaluation of 1-Day Contact Lenses

**Vistakon/Johnson & Johnson Vision Care, Inc.** February 2007  
Jacksonville, Florida

Clinical Investigator for a new Multi-focal Contact Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2007  
Jacksonville, Florida

Clinical Investigator for a new Multi-focal Contact Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** July 2007  
Jacksonville, Florida

Clinical Investigator for the "Evaluation of the Alpha "A" Lens Design

**Vistakon/Johnson & Johnson Vision Care, Inc.** September 2007  
Jacksonville, Florida

Clinical Investigator of a System 8 Lens Design

**Vistakon/Johnson & Johnson Vision Care, Inc.** October 2007  
Jacksonville, Florida

Clinical Investigator of a System 8 Lens Design Across a Range of ADD Powers  
**Vistakon/Johnson & Johnson Vision Care, Inc.** October 2007  
Jacksonville, Florida

Clinical Investigator of a Multi-focal Lens Design Across a Range of ADD Powers

**Vistakon/Johnson & Johnson Vision Care, Inc.** December 2007  
Jacksonville, Florida

Clinical Investigator of a Multi-focal Lens Design Across a Range of ADD Powers

**Vistakon/Johnson & Johnson Vision Care, Inc.** January 2008  
Jacksonville, Florida

Clinical Investigator of a Multi-focal Lens Fitting Process

**Visioncare Research** January 2008  
Surrey, United Kingdom

Clinical Investigator for a Multi-Center Evaluation of Three Silicone Hydrogel Toric Contact Lenses.

**Foresight Regulatory Strategies** February 2008  
Boston, Massachusetts

Clinical Investigator for a Multi-Center Evaluation of Toric Contact Lenses

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2008  
Jacksonville, Florida

Clinical Investigator of an Alpha Emmetrope Feasibility Study

**Vistakon/Johnson & Johnson Vision Care, Inc.** July 2008  
Jacksonville, Florida

Clinical Investigator for an Evaluation of a Vistakon Multifocal Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** December 2008  
Jacksonville, Florida

Clinical Investigator for a Pilot Study of Alpha Lenses in Mid and High Add Subjects

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2009  
Jacksonville, Florida

Clinical Investigator for the Evaluation of Lens Handling of New 1-Day ACUVUE Prototype 229 on Neophyte

**Vistakon/Johnson & Johnson Vision Care, Inc.** April 2009  
Jacksonville, Florida

Clinical Investigator for the New 1-Day ACUVUE Prototype Versus 1-Day ACUVUE Lenses: Dispensing Evaluation

**Vistakon/Johnson & Johnson Vision Care, Inc.** July 2009  
Jacksonville, Florida

Clinical Investigator for the Dispensing Evaluation of Lens Comfort of SSV New Designs.

**Visioncare Research** August 2009  
Surrey, United Kingdom

Clinical Investigator for a Multi-Center Evaluation of Two Silicone Hydrogel Frequent Replacement Contact Lenses

**Vistakon/Johnson & Johnson Vision Care, Inc.** September 2009  
Jacksonville, Florida

Clinical Investigator for the Dispensing Evaluation of a Prototype ACUVUE 1-Day Astigmatism Lens with PVP Additive

**Ciba Vision Corporation** October 2009  
Atlanta, Georgia

Clinical Comparison of Two Silicone Hydrogel Toric Lenses in the U.S.

**Vistakon/Johnson & Johnson Vision Care, Inc.** October 2009  
Jacksonville, Florida

Pilot Evaluation of a Novel Multifocal Contact Lens System

**Vistakon/Johnson & Johnson Vision Care, Inc.** November 2009  
Jacksonville, Florida

Clinical Investigator for the Dispensing Evaluation of Two Prototype ACUVUE 1-Day Moist for Astigmatism Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** November 2009  
Jacksonville, Florida

Clinical Investigator for the Quantitative Evaluation of a New 1-Day ACUVUE Cosmetic Design Lens

**Vistakon/Johnson & Johnson Vision Care, Inc.** November 2009  
Jacksonville, Florida

Principle Investigator of a Focus Group Evaluation of Soft Contact Lenses Designed to Enhance the Appearance of the Eye

**Ciba Vision Corporation**  
Atlanta, Georgia

December 2009

Clinical Investigator of a Revised Clear Care Lens Case Study.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

January 2010

Clinical Investigator of a Dispensing Evaluation of New Daily Disposable Toric Soft Contact Lens.

**Visioncare Research**  
Surrey, United Kingdom

January 2010

Clinical Investigator for a Multi-Center Evaluation of Two Daily Disposable Contact Lenses and a Monthly Replacement Contact Lens.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

January 2010

Clinical Investigator of a Non-Dispensing Study To Check Equivalence of Fit Between 1-Day ACUVUE for Astigmatism and 1-Day ACUVUE MOIST for Astigmatism.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

February 2010

Clinical Investigator of a Dispensing Evaluation of a New Galyfilcon A Prototype and Air Optix Aqua Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

February 2010

Clinical Investigator of a Dispensing Evaluation of a New Galyfilcon A Prototype RDL122 Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

March 2010

Clinical Investigator of a Dispensing Evaluation of the N-Lens in a Myopic Population.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

March 2010

Clinical Investigator of a Dispensing Evaluation of a New Daily Disposable Toric Soft Contact Lens in an Expanded Power Range.

**CooperVision**  
Fairport, New York

March 2010

Clinical Investigator of a Clinical Evaluation of the Biofinity Multifocal Compared to the ACUVUE OASYS for Presbyopia Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

June 2010

Clinical Investigator of an Initial Feasibility of the Center Distance and Center Near N-Lens.

**CooperVision**  
Fairport, New York

July 2010

Clinical Investigator of a Clinical Evaluation of the Biofinity Multifocal Compared to the AIR OPTIX Multifocal Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

July 2010

Clinical Investigator of a Dispensing Evaluation of 1-Day ACUVUE DEFINE with Lacreon for Light Eyes Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

September 2010

Clinical Investigator of an Evaluation of Novel Multifocal Designs in Hyperopic and Myopic Presbyopes.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

September 2010

Clinical Investigator of a Dispensing Study to Test New Manufacturing Process for 1-Day ACUVUE Moist for Astigmatism.

**Visioncare Research**  
Surrey, United Kingdom

September 2010

Clinical Investigator for a Multi-Center 2-Week Evaluation of Three Silicone Hydrogel Contact Lenses.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

September 2010

Clinical Investigator of a Dispensing Study of Senofilicon A Plus Lenses Made with Different Processes-3GT Blend Front & Back Plastic Molds.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

December 2010

Clinical Investigator of an Evaluation of a Monthly Replacement Soft Toric Contact Lens.

**Acon Pharmaceutical**  
Fort Worth, Texas

January 2011

Clinical Investigator of an Evaluation of FID 112903 as a Rewetting Drop.

**Visioncare Research**  
Surrey, United Kingdom

August 2011

Clinical Investigator for a Multi-Center of the Air Optix Multifocal Soft Contact Lenses.

**Ciba Vision Corporation**  
Atlanta, Georgia

August 2011

Clinical Investigator for a Cosmetic Validation (US): COBALT vs. FreshLook ColorBlends Among Habitual Wearers of FreshLooks.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

October 2011

Clinical Investigator of an Evaluation of a Novel Daily Disposable Multifocal Contact Lens Designs in Myopes.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

November 2011

Clinical Investigator of an Evaluation of a Novel Daily Disposable Multifocal Contact Lens Designs in Hyperopes.

**Foresight Regulatory Strategies**  
Boston, Massachusetts

July 2012

Clinical Investigator for an Evaluation of 1-Day ACUVUE TruEye (narafilecon A) Brand Contact Lenses in Current 1-Day ACUVUE TruEye (narafilecon B) Contact Lenses Wearers.

**Bausch + Lomb.**  
Rochester, New York

March 2013

Clinical Investigator of a Study to Evaluate the Product Performance of a New Silicone Hydrogel Contact Lens.

**Vistakon/Johnson & Johnson Vision Care, Inc.**  
Jacksonville, Florida

April 2013

Clinical Investigator of an Evaluation of a Novel Daily Disposable Multifocal Contact Lens Designs in High Myopes and Hyperopes.

**Alcon**  
Fort Worth, Texas

June 2013

Clinical Investigator of an Evaluation of Lid Wiper Epitheliopathy with and without Daily Disposable Contact Lenses.

**Alcon**  
Fort Worth, Texas

June 2014

Clinical Investigator for Capture of Previously Recorded Data of FID 112903 as a Rewetting Drop.

**Alcon**  
Fort Worth, Texas

December 2014

Clinical Investigator for Evaluation of Surface Performance of a Daily Wear Silicone Hydrogel Water Gradient Sphere Contact Lens.

**Bausch + Lomb.**  
Rochester, New York

May 2015

Clinical Investigator of a Study to Evaluate the Safety and Effectiveness of a Silicone Hydrogel Soft Contact Lens When Worn on a 7-Day Extended Wear Basis.

**Alcon**  
Fort Worth, Texas

July 2015

Clinical Investigator for Comparison of Two Marketed Silicone Hydrogel Lenses.

**Alcon**  
Fort Worth, Texas

March 2016

Clinical Investigator for Initial Performance of a Modified Daily Disposable Contact Lens.

**Aerie Pharmaceutical**  
Bedminster, NJ

May 2016

Clinical Investigator for 3-month Study Assessing the Safety and Ocular Hypotensive Efficacy of PG324 Compared to AR-13324 and Lantanoprost in Subjects With Elevated Intraocular Pressure.

**Alcon**  
Fort Worth, Texas

September 2016

Clinical Investigator for Dailies Total1 Multi-focal Clinical Assessment in Challenging Patients.

**Alcon**  
Fort Worth, Texas

November 2016

Clinical Investigator for Initial Performance of a Daily Disposable Contact Lens Featuring Molded Marks.

PUBLICATIONS: Walker, J.S. (1980). Quantitative computer analysis of human and boar sperm motility. Master's Thesis. Southern Illinois University at Carbondale. pp. 122.

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Walker, J.S., et. Al. (1989) Diabetic retinopathy. Minnesota Department of Health-Disease Control Newsletter, 17, pp. 68-70.

Panel Discussion. (1990). Clinical experience with the new SoftPerm lens. Sola/Barnes-Hind Report.

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SoftPerm Training Manual. May 1990. Sola/Barnes-Hind Report.

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Walker, J. (2002). Success with a Soft Bifocal Contact Lens. Contact Lens Spectrum. December. pp. 4-5.

Walker, J. (2002). Case Study: Astigmatism and Presbyopia.. Contact Lens Spectrum. December. pp. 6-8.

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- Walker, Jon Scott. (2012). Fresh Lenses Means Fewer Contact Lens Dropouts. Review of Optometric Business. May.

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- Contact Lens Bearing Identifying Marks. Patent Number: 6,024,448. February 15, 2000.
  - Contact Lens Bearing Marks. Patent Number: 6,203,156 B1. March 30, 2001.
  - Visual Enhancement Lens and Associated Methods. Patent Number: 7717556. March 18, 2010.

**TELEVISION CREDITS:** Pearle Vision's "I Have Seen" National Television and Print Media Spokesperson. (2007).

- MUSIC CREDITS:** "To Know Your Heart-Live Worship". 1999. Warehouse Studio Production. Electric Guitar.
- "Strength For The Journey". 2001. MorningStar Music. Electric Guitar.
- "SCC-Live". 2002. GreaterWorks Productions. Baritone Saxophone.
- "SCC-Live". 2003. GreaterWorks Productions. Electric and Acoustic Guitar.
- "Been To The River". 2007. Bayou & Me Music. Executive Producer and Songwriter.
- 2008 Grindie Award Winner Best Spiritual CD-"Been To The River"
- "Rain Down". 2009. Bayou & Me Music. Co-songwriter. Highest Ranking #10 on Christian Radio.

**2009 Rhythm of Gospel Nominations:**

- Praise & Worship Album of the Year-"Been To The River"
- Praise & Worship Song of the Year-"Rain Down"

**2009 Just Plain Folks Music Awards Nominations**

- Contemporary Christian Album of the Year-"Been To The River"
- Contemporary Christian Song of the Year-"You Are King"

**ORGANIZATIONS:** American Optometric Society-Founding Member  
American/Minnesota/Florida Optometric Association  
1988 Minnesota Optometrist of the Year  
Fellow-American Academy of Optometry  
Fellow-International Association of Contact Lens Educators  
Member of AllDocs  
Board Member-Energieyes, The Association of Corporate-Affiliated Optometrists  
National Board of Examiners in Optometry-Supervising Clinical Examiner  
President-South Beach Village Homeowner's Association  
Beta Sigma Kappa Optometric Honor Society  
Florida and Minnesota Optometry Licensure  
Member of ASCAP  
Member of SAG  
Worship Musician-Electric and Acoustic Guitar; Soprano, Alto, Tenor and Baritone Saxophone

City of Jacksonville Beach

Applicants for Appointment to City Boards

Applicants -		Rating for Appointment Preference (with 3 being their first choice and 4 being their last choice) (Rev 1st and 2nd Choice only - 6/6/16)										Date		Years of		Board Name	
Last Name	First Name	MI	Address	Phone	E-mail	Residence	Board of	Redevelopment Agency	Planning	Pestion	Interview	App	Recommended	Re-Appointed	Appointed	Service	Board Name
Chanatry	Michael	C	4054 Palm Way, Jax Bch	904-573-6691	chanatrydc@gmail.com	17 mos		1	2		td	6/22/2016	*not interested in interviewing until 2017 (left message to schedule interview for 1/17 or 1/18/17 - *appt scheduled for 6/20/16 - asked to reschedule - running for Elected Office - not interested in interviewing at this time per B. Stevens				
Stevens	Bill		733 2nd Ave N., Jax Bch			55 yrs		1			td						

TO BE INTERVIEWED

Cater	Gary		3500 Ocean Dr S	850-386-2919	gcater1@comcast.net	4.5 yrs		1	2		1/18/2017		out-of-town on family business - will reschedule - interview scheduled for 1/18/17				
Hall, Jr.	Samuel		404 3rd Ave North, Jax Bch	904-504-4243	samhall12@gmail.com	2.5 yrs		1	2		1/18/2017						
McGowan	Jonathan		5 North 17th Avenue, Jax Bch			10 yrs		1	2		12/10/2014 & 1/17/17		yes				
Reddington, Jr.	Francis	J	1208 South 2nd Street, Apt. B, Jax Bch			12 yrs		1	2		8/7/2013 & 1/17/17	7/20/2016	appointed 1st Alternate	8/1/2016	3/17/2014	2.3	BOA
Walker	Jon Scott		2902 Madrid Street, Jax Bch			8 yrs		1	2		12/10/2014 & 1/18/17						
Sanders	Britton		59 Oakwood Road, Jax Bch	904-334-8422	britton.sanders@gmail.com	11 yrs 10 mos		2	1		12/4/2013 & 1/17/17		1st Alternate		7/21/2014	2.0	PC

INTERVIEWED APPLICANTS

Chanatry	Michael	C	4054 Palm Way, Jax Bch	904-573-6691	chanatrydc@gmail.com	17 mos		2*	1*	1	12/4/2013	6/22/2016	*Residency reqmts for BOA & PC not met / NOT interested in interviewing until 2017 (left message to schedule interview for 1/17 or 1/18/17 - but did not return calls - will contact again for next round of interviews				
Greene	Randy		16 Red Snapper Lane, PV	904-273-1161	rfg171@aol.com	out of county**					4/12/2016		yes				
Hyatt	Lloyd		134 Coral Way, Jax Bch			17 1/2 yrs		2			2/11/2013	requested updated app - non received	yes				
Langham	Samuel		138 32nd Avenue South, Jax Bch	904-249-3403	salam7ham@redbc.com	27 yrs		1	1		5/5/2016		yes				
Lee	Jason		1381 Plantation Oaks Drive South, Jax Bch	904-424-6058	jason@reresource.us	10 yrs		2	1		4/12/2016		yes / to be considered for BOA or PC openings (Reddington and Sanders terms expired on 1/31/17)				
Lerman	Justin		1732 7th Street North, Jax Bch	561-929-0214	justinlerman@gmail.com	7?		1			5/5/2016		to be re-interviewed for next round of vacancies/ Tried to contact Mr. Lewis for interviews for 1/17/17 & 1/18/17 - but received no response.				
Lewis	James		522 North 19th Street, Jax Bch			11 1/2 yrs		2	1		12/10/2014	requested updated app - non received	*Residency reqmts for BOA & PC not met RE Community Redevelopment Agn				
Luster	Kris		2600 Independence Drive, Jax Bch	904-588-3057	kluster@terracon.com	15 mos		1	2*		12/4/2013						
McCann	Michael		231 Oceanwalk Dr W, Atlantic Beach			Att. Bch		1			6/20/2016						
McGowan	Jonathan		5 North 17th Avenue, Jax Bch			10 yrs		1	2		12/10/2014 & 1/17/17		yes				
McInerney	Sean		2707 Colonies Drive, Jax Bch	904-962-2313	1987bear68@gmail.com	25 yrs		2	1		6/4/2014	requested updated app - non received	yes				
Montello	Jeffrey		315 33rd Ave. S, Jax Bch			5 yrs		2			6/6/2016		Yes Pension				
Page	Michael	K	157 North 19th Avenue, Jax Bch			2yrs 9 mos		1	2		12/10/2014		no				
Reid	William		10 11th Avenue North, # 202, Jax Bch	904-703-7190	wcondo202@aol.com	***			2	1	4/12/2016		Yes/ Currently not interested in interviewing 1/17 or 1/18/17 Will contact next round of interviews.				
Shea	Chris		139 South 15th Avenue, Jax Bch			Total of 4 yrs		1	2		12/17/2014		No longer interested as of January 2017				
Snyder	Lucas		414 10th Street South, Jax Bch	407-529-4084	lucas.snyder2@gmail.com	15 years		2	1		5/4/2016		Yes / to be considered for BOA or PC openings (Reddington and Sanders terms expired on 1/31/17)				
Walker	Jon Scott		2902 Madrid Street, Jax Bch			8 yrs		2	1		12/10/2014 & 1/18/17		no return call - attempted to see if he wished to be considered for vacancy. Interviewed last 7/18/16.				
Dopf	William		92 South 29th Avenue, Jax Bch	904-208-1135	whdopf@gmail.com	15 yrs		1	2		7/18/2016	6/27/2016					

APPLICANTS APPOINTED TO A BOARD



City of  
Jacksonville Beach  
City Hall  
11 North Third Street  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6268  
Fax: 904.247.6276

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

TO: George D. Forbes, City Manager

FROM: Mary Ellen Donner, Parks and Recreation Department

DATE: January 12, 2017

SUBJECT: Presentation of the 26.2 with Donna Marathon, The National Marathon to Fight Breast Cancer Scheduled for February 12, 2017

### **ACTION REQUESTED**

Receive information regarding the 26.2 With Donna, The National Marathon to Fight Breast Cancer.

### **BACKGROUND**

The 10th annual 26.2 with Donna National Marathon to raise funds for breast cancer research is scheduled for February 12, 2017. The event will once again begin at the Players Championship parking lot in St. Johns County. The race starts at 7:00 a.m. The route will take runners through Ponte Vedra Beach, Jacksonville Beach, Neptune Beach, and Atlantic Beach before concluding at Mayo Clinic in Jacksonville via crossing the J. Turner Butler bridge.

The route through Jacksonville Beach will begin on Ponte Vedra Boulevard. Full marathon runners will use various city streets and avenues to run north to Seagate Avenue. The runners will then continue to Atlantic Beach and turn around. The runners will then make their way southward back through Jacksonville Beach to cross the J. Turner Butler bridge. The half marathon runners will make the turnaround at Beach Boulevard.

Entertainment (live bands and street performers) will occur throughout the route during the run. The entertainment will not start before 8:00 a.m. Sound and decibel levels must be in compliance with the City's noise ordinance. Entertainment locations are:



- 37th Avenue, South, and A1A (in the grassy area)
- 1st Street, South, and 25th Avenue, South
- 1st Street, North, and 5th Avenue, North
- 1st Street, North, and 1st Avenue, North
- 1st Street, North, and Beach Boulevard
- 1st Street, South, and 5th Avenue South
- 1st Street, South, and 16th Avenue, South

While the event may create some delays for residents and businesses along the route, City employees and marathon officials will work to keep problems at a minimum. As in previous marathons, intersections along the route will be controlled by a combination of barricades, police officers, police volunteers, and marathon volunteers. The route will be closed on the morning of the race and will re-open by approximately 4 p.m. The police will monitor and allow people to exit as safely as possible. The marathon volunteers and City will inform citizens who may be affected by the race by the following methods:

- ✓ Door to Door street team
- ✓ Reverse 9-1-1 notification call prior to race
- ✓ Map on web site

As a token of appreciation and in celebration of The Donna's 10<sup>th</sup> Anniversary, Donna wishes to present the City Council with a framed marathon poster to thank them for their continuing support.

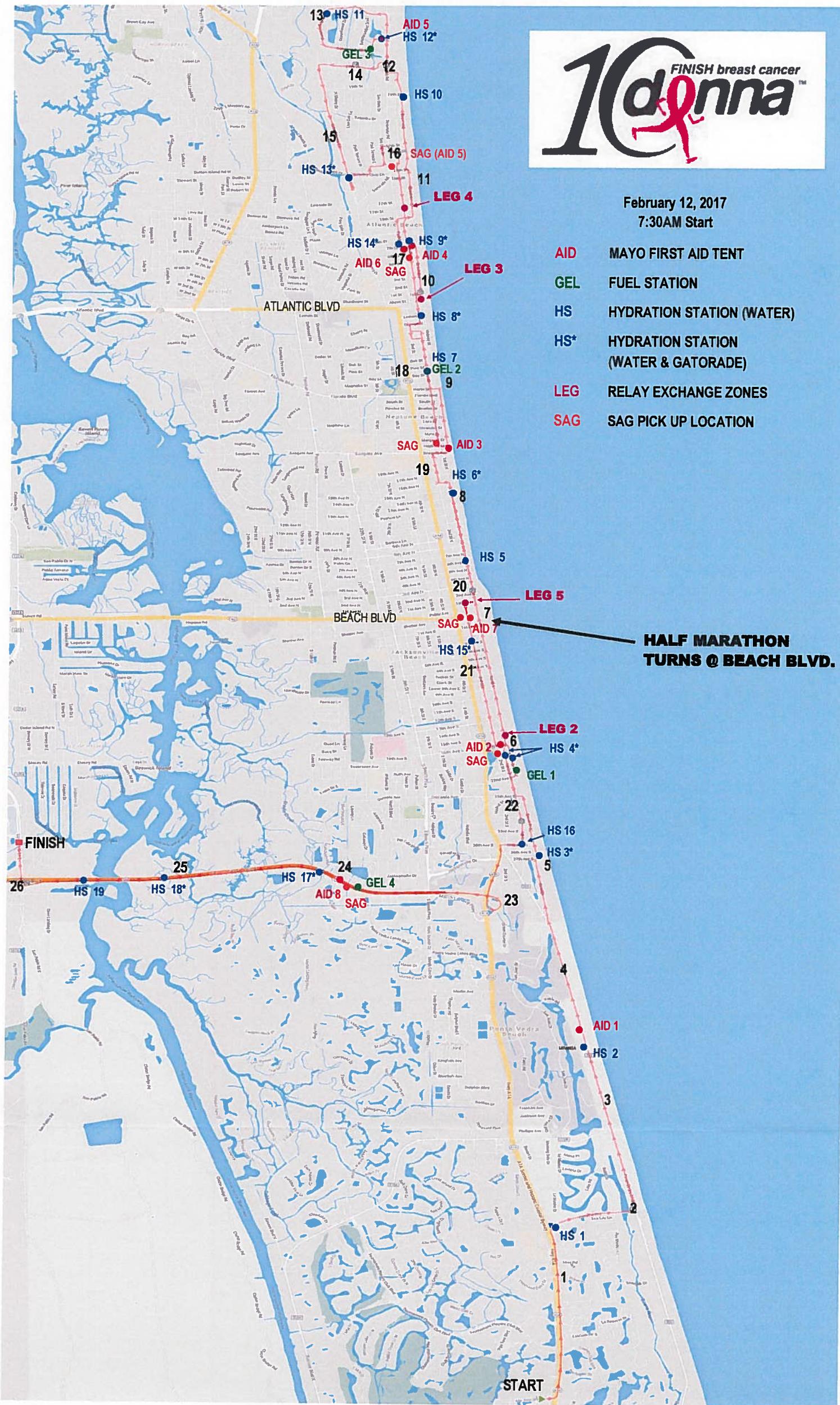
### **RECOMMENDATION**

Review information on the 26.2 With Donna Marathon.



February 12, 2017  
7:30AM Start

- AID** MAYO FIRST AID TENT
- GEL** FUEL STATION
- HS** HYDRATION STATION (WATER)
- HS\*** HYDRATION STATION (WATER & GATORADE)
- LEG** RELAY EXCHANGE ZONES
- SAG** SAG PICK UP LOCATION



**HALF MARATHON  
TURNS @ BEACH BLVD.**

City of  
Jacksonville Beach  
1460A Shetter Avenue  
Jacksonville Beach  
FL 32250  
Phone: 904.247.6226  
Fax: 904.270.1639

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

**TO:** George Forbes, City Manager  
**FROM:** Jason Phitides, Property and Procurement Officer  
**DATE:** January 22, 2017  
**RE:** **Bid Award for Installation of Irrigation Systems**

**ACTION REQUESTED:**

Award Projects 1, 2, 3 and 7 to the lowest qualified bidder, ***R&D Landscape*** and reject Projects 4, 5 and 6 from Bid Number 1617-02 titled Installation of Irrigation Systems.

**BACKGROUND:**

The purpose of this bid was to secure pricing from qualified contractors for the following projects:

- Project 1: Install new irrigation system at **Seawalk Pavilion**.
- Project 2: Install new irrigation system at **Latham Plaza**.
- Project 3: Install new irrigation system at **Oceanfront Park**.
- Project 4: Install underground piping to connect the ball field at **Seabreeze Elementary** to the pump station at the corner of Owen and Horn streets.
- Project 5: Install OSMAC irrigation controller at **Seawalk Pavilion** and **Latham Plaza** for remote connection to Golf Course.
- Project 6: Install OSMAC irrigation controller at **Oceanfront Park** for remote connection to Golf Course.
- Project 7: Plant new sod in circle area around statue at **Oceanfront Park**.

To qualify, bidders were required to hold an active Florida Irrigation Specialty Contractor's license, and demonstrate capability and expertise through prior experience on similar projects.

Bid invitations were sent to sixteen (16) bidders and three (3) responses were received.

The prices for the underground pipe connection to Seabreeze Elementary (Project 4) and the OSMAC controllers at Seawalk/Latham and Oceanfront Park



(Projects 5 and 6), exceeded expectations. For these reasons, staff recommends excluding Projects 4, 5, and 6 and rejecting the bid responses to these projects.

**R&D Landscape** provided the lowest overall total for Projects 1, 2, 3 and 7. Following is the bid tabulation:

**RECOMMEND BID AWARD:**

<b>R &amp; D</b>	<b>C &amp; L</b>	<b>G &amp; H</b>
<b>Landscape</b>	<b>Landscape</b>	<b>Underground</b>

Project 1	Seawalk Pavilion	\$ 14,995	\$ 26,760	\$ 55,440
Project 2	Latham Plaza	\$ 15,995	\$ 26,760	\$ 44,226
Project 3	Oceanfront Park	\$ 53,950	\$ 51,963	\$ 70,560
Project 7	Oceanfront New Sod	\$ 16,310	\$ 21,625	\$ 45,612

Total Projects 1, 2, 3 and 7	\$101,250	\$127,108	\$ 215,838
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Projects 1, 2, 3 and 7 are budgeted in the Downtown Redevelopment Fund. Completed projects will include a one-year warranty on all materials and labor.

**RECOMMEND EXCLUSION, REJECT BID RESPONSES:**

<b>R &amp; D</b>	<b>C &amp; L</b>	<b>G &amp; H</b>
<b>Landscape</b>	<b>Landscape</b>	<b>Underground</b>

Project 4	Seabreeze Elementary	no bid	\$ 34,000	\$ 106,974
Project 5	Controller Sea/Latham	no bid	\$ 14,500	\$ 12,348
Project 6	Controller Oceanfront	no bid	\$ 11,900	\$ 12,348

Total Projects 4, 5, and 6	no bid	\$ 60,400	\$ 131,670
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**RECOMMENDATION:**

Award Projects 1, 2, 3 and 7 to the lowest qualified bidder, **R&D Landscape**. Reject Projects 4, 5 and 6, in Bid Number 1617-02, titled Installation of Irrigation Systems, as described in the memorandum from the Property and Procurement Officer, dated January 22, 2017.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6263

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[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

**MEMORANDUM**

TO: George D. Forbes, City Manager  
FROM: Ann Meuse, Human Resources Director  
SUBJECT: Ratification of LIUNA Contract, Effective October 1, 2016.  
DATE: January 24, 2017

**ACTION REQUESTED**

Ratify the Collective Bargaining Agreement with Laborer's International Union of North America (LIUNA), Local 630, effective October 1, 2016.

**BACKGROUND**

The City and LIUNA began negotiations in August 2016 for a three-year contract. The current contract expired September 30, 2016. Five bargaining sessions were held and on January 24, 2017, the union held a ratification vote among its members approving the contract. Major provisions of the agreement are as follows:

**Duration**

- A three-year contract effective October 1, 2016 and expiring September 30, 2019.

**Wages**

- Adjusts pay grades and salaries to align with similar positions within the relevant market.
- Provides for a merit increase upon annual evaluation of 2-3% of the midpoint within the range.
- Provides for a lump sum award, based on merit, of 2-3% of the midpoint within the range for employees who have reached the maximum rate in the assigned pay grade.



**Memorandum to George D. Forbes**

**Page 2 of 2**

Other non-economic changes to Articles 10, 19, 20, 27, 28 and 33 are highlighted in the attached agreement.

**RECOMMENDATION**

Ratify the three-year contract with Laborer's International Union of North America, Local 630, effective October 1, 2016.

Collective Bargaining Agreement

between

Northeast Florida Public Employees' Local 630

Laborers' International Union of North America

and

City of Jacksonville Beach



Effective ~~November~~ October 1, ~~2013~~ 2016

## PREAMBLE

This Agreement is entered into as of ~~November-October~~ 1, ~~2013~~2016, between the City of Jacksonville Beach (“The City”) and Northeast Florida Public Employees’ Local 630, Laborers’ International Union of North America, AFL-CIO-CLC (“LIUNA” or “the Union”).

It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours of work and other conditions of employment. There are no, and shall be no, individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this Agreement.

It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public and both parties hereto recognize the need to promote the interests of the citizens of Jacksonville Beach and the public in general and having at all times available to them services on the most efficient and economical basis that are practically achievable. The City and each member of the bargaining unit agree to use their best efforts to serve the citizens of the City and the public in general, to see that the public is served efficiently and to assure that the services of the City are provided without interruption.

It is contemplated that this Agreement will serve the interests of the public and employees by ensuring that a fair day’s work is provided in return for a fair day’s pay, providing conditions of employment suitable to maintain a competent work force and maximizing the efficiency and productivity of employees of the City of Jacksonville Beach. It is understood that members of the bargaining unit will at all times be responsive to and make every effort to carry forward the City’s legitimate activities and functions and will accept and execute all legitimate instructions and orders given to them.

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**ARTICLE 1  
RECOGNITION**

- 1.1 The City hereby recognizes the Northeast Florida Public Employees' Local 630 Laborers' International Union of North America, AFL-CIO-CLC as the exclusive representative for purposes of collective bargaining for its employees in the bargaining unit described in the Public Employees Relations Commission Certification Number 1146 issued October 7, 1996.

INCLUDED: All regular full-time, non-supervisory, unsworn, warehouse, clerical and operational services employees employed by the City of Jacksonville Beach in the following departments: Personnel/Payroll, Finance, Central Services, Planning and Development, Recreation and Parks, Public Works, Electric, Golf Course, City Clerk, Police (See Appendix A).

- 1.2 It is further understood and agreed that the Union shall designate, in writing, those individuals who may speak on its behalf in any matter between the Union and the City, however, such matters shall include only those matters with which the Union has the authority regarding its membership. Any written notice designating any individual to speak on behalf of the Union shall state the period of time for such designation.

**ARTICLE 2**  
**STRIKE PROHIBITION AND WORK REQUIREMENTS**

- 2.1 The Union and bargaining unit members shall not, for any reason, authorize, cause, engage in, sanction, or assist in any work stoppage, strike, sympathy strike, slowdown, or other withholding of services.
- 2.2 The Union, its officers, agents, stewards, and other representatives agree that it is their continuing obligation and responsibility to maintain compliance with this Article and the law, including their responsibility to abide by the provisions of this Article and the law by remaining at work during any interruption which may be initiated by others; and including their responsibility in the event of a breach of this Article or the law by other employees, to encourage and direct employees violating this Article or the law to return to work, to disavow the strike publicly, and to provide the City with written notice that the action is not authorized, is in violation of this Agreement and the law, and is not to be honored.
- 2.3 Any and all employees who violate any provision of law prohibiting strikes or this Article may be disciplined, at the discretion of the City Manager, up to and including discharge, and any such action by the City shall not be subject to the grievance and arbitration procedure set forth in this Contract except to determine if a violation of this Article, in fact, occurred.

**ARTICLE 3  
MANAGEMENT RIGHTS**

- 3.1 The Union recognizes that it is the function of the City management to determine and direct the policies, mode, and method of providing its services.
- 3.2 The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operation and the direction of its work force. The City expressly reserves all rights, powers, and authority customarily exercised by governmental management, including all inherent, statutory, and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, or to alter, re-arrange, change, extend, limit or curtail its operations, or any part thereof, unless specifically expressed in this Agreement. The exercise of the described management functions by the City shall not be contrary to the express provisions of the collective bargaining agreement.
- 3.3 Without limiting the provisions of Section 3.2, but in order to clarify some of the more important unilateral rights retained by City management, the City shall have the following unilateral management rights which it may exercise in its sole discretion:
- (a) To determine the size and composition of the work force, including the number or composition of employees assigned to any particular operation, shift or turn;
  - (b) To determine the number or type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
  - (c) To hire, re-hire, promote, lay-off and recall employees;
  - (d) To reprimand, suspend, demote, discharge, or otherwise discipline employees for proper and just cause;
  - (e) To maintain and improve the efficiency of employees;
  - (f) To determine job content and minimum qualifications for job classifications and the amount and type of work;
  - (g) To engage in experimental and developmental projects;
  - (h) To establish new jobs, abolish or change existing jobs, and to increase or decrease the number of jobs or employees;
  - (i) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;

- (j) To require employees to work overtime;
- (k) To assign or reassign shifts, create, abolish or alter shifts, and rotate shifts;
- (l) To discontinue, temporarily or permanently, in whole or in part any of its operations and to transfer, or assign all or any part of its operations or any part thereto to new facilities;
- (m) To contract and/or subcontract, discontinue or otherwise dispose of or transfer any or all work operation or services or part thereof performed by any employee.
- (n) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies;
- (o) To expand, reduce, alter, combine, transfer, assign, cease, or create any job, job classification, department or operation for any purpose;
- (p) To determine the location, method, means and personnel by which operations are to be conducted, including the right to contract and sub-contract existing and future work;
- (q) To control and regulate or discontinue the use of supplies, equipment, vehicles, and other property or services used, owned, possessed or leased by the City;
- (r) To make, maintain, change, enforce or rescind policies, procedures, rules of conduct, orders, practices, and other operational procedures, policies and guides not inconsistent with this Agreement, including the right to alter or vary existing or past practices as the City may determine to be necessary for the orderly and efficient operations, subject only to such restrictions governing the exercise of these rights as are expressly and specifically provided in this Agreement;
- (s) To establish the standards of conduct and work of employees, establish or change operational or performance standards, and to determine the services to be provided by the City;
- (t) To make or change rules, policies and practices, including those matters affecting the efficiency, safety and discipline, not in direct conflict with the provisions of this Agreement;
- (u) To introduce new, different or improved methods, means and processes of conducting any business of the City, transportation, maintenance, service and operation;
- (v) To determine the qualifications for and select its supervisory, clerical, professional, part-time, temporary, contract and management employees;

- (w) To determine the work to be performed during the employee's regular work day or shift and require that all work be performed in a safe, efficient, acceptable and professional manner;
  - (x) To require employees to submit to a medical examination provided the City will bear the cost of such examination or test so long as the examination or test is not required as a result of the employees illness or injury, or required for the employees return to work.
- 3.4 The City shall, in its sole discretion, schedule the work period, work week, duty periods, duty schedules and duty cycles of all employees in the bargaining unit. The City has the sole discretion to schedule and/or assign hours of work.
- 3.5 Any and all aspects of wages, hours, and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued, discontinued, or modified.
- 3.6 The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.
- 3.7 There shall be inalienable and complete regard for the rights, responsibilities and prerogatives of city management under this Agreement. This Agreement shall be so construed that there shall be no diminution or interference with such rights, responsibilities or prerogatives, except as expressly modified or limited by this Agreement.
- 3.8 The City Council, subject to state law, has the sole authority to determine the purpose and mission of the City and the amount and allocation of the budget.
- 3.9 If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricanes or other weather conditions, or similar catastrophes, the provisions of this Agreement may be suspended during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.
- 3.10 It is agreed that job descriptions are not always comprehensive. Employees at the discretion of the City may be required to perform duties not within their specific job descriptions. It is also understood that to remain competitive job descriptions may be changed, altered, modified or eliminated as determined at the City's discretion. If any job description is changed, altered, modified or eliminated, the City will advise the Union prior to such change, alteration, modification or elimination.
- 3.11 Delivery of the City's services in the most efficient, effective, and courteous manner is of paramount importance.

- 3.12 Should the City exercise its management right and decide to contract out existing or future bargaining unit work, the City agrees to notify the Union of its decision no less than fourteen (14) calendar days prior to the implementation of the decision and to meet with the Union upon request. However, such obligation to meet with the Union shall not affect the City's right to implement said decision free from any bargaining obligation.

**ARTICLE 4**  
**NON-DISCRIMINATION**

- 4.1 There shall be no discrimination against any employee by reason of the employee's race, national origin, religion, color, creed, sex, age, disability, Union membership or non-membership. The City and the Union affirm their joint opposition to any discriminatory practices in connection with employment, Union membership, promotion or training; and agree that the public interest requires employees to perform their duties to the best of their abilities.

**ARTICLE 5**  
**UNION BUSINESS AND REPRESENTATIVES**

- 5.1 The City will consider, on an individual basis, any request from Union representatives for time off to engage in Union business or activities, with the understanding that the needs of the City come first. Time off granted for such purposes shall be without pay unless otherwise authorized by the City Manager, the Director of Human Resources, or their designee. Any decision whether to grant a request for time off to engage in Union business or activities shall be final and shall not be subject to the grievance procedure set forth in this Agreement.
- 5.2 To preserve the delivery of services and in accordance with Section 447.509, Fla. Stat., the Union, its members, agents, representatives, or any persons acting on its behalf are prohibited from the following acts: soliciting public employees during working hours of any employee who is involved in the solicitation; distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, police station, jobsite and any such similar public installation. The Union further agrees that there shall be no signing or organizational activity, collection of dues, fees or assessments, meetings or other Union business activity on City time at any time unless specifically authorized by the City. Any violation of the above-stated provision may result in disciplinary action.
- 5.3 A written list of the Union Stewards shall be furnished to the Director of Human Resources immediately upon their designation. The Director of Human Resources shall be notified promptly, in writing, of any changes of said representatives. Union stewards shall be employees of the City.
- 5.4 All employees, regardless of Union affiliation or status, are subject to all City rules and regulations pertaining to the conduct of City employees unless specifically exempted by provisions of this Agreement.
- 5.5 The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by Union representatives in investigating, presenting, and adjusting grievances or disputes.
- 5.6 At the discretion of the City, the Business Manager of the Union may, with prior authorization by the City Manager, the Director of Human Resources, or their designee, be admitted to City property to meet with employees.

**ARTICLE 6  
PAYROLL DEDUCTION AND DUES**

- 6.1 The City agrees to deduct once each pay period the Union dues of those employees who individually and voluntarily certify in writing on a prescribed Dues Permit Form (Appendix "B") that they authorize such deductions. The Union shall notify the City of the amount of dues to be deducted, and shall so certify. Any changes in the amount of Union dues would be effective in time reasonable not to exceed two (2) weeks to allow the City to make the necessary technical and administrative payroll changes and program adjustments.
- 6.2 It is understood and agreed that the City shall assess a charge of NINETEEN DOLLARS AND 78/100 (\$19.78) per month to the Union for services performed in withholding dues and remittance to the Union. The City shall remit once each month, monies collected and a list of employees paying dues to the Union by the fifteenth (15th) day of the following month. Remittance is complete when placed in the U.S. Mail, postage prepaid. The City remittance will be deemed correct if the Union does not give written notice to the City within fourteen (14) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is incorrect.
- 6.3 In consideration of the City's agreement of the check-off of Union dues in accordance with the foregoing provisions, the Union will hold harmless and indemnify the City against any and all liability claims of any kind which the City may incur or sustain as a result of any deduction for union dues.
- 6.4 Any employee may withdraw from membership in the Union and may withdraw authorization for deduction, at any time upon written notice to the City and the Union. Upon receipt of such notification, the City shall terminate dues deduction as soon as practical and shall notify the Union that the dues deduction was terminated at the direction of the employee.
- 6.5 The Union also agrees to reimburse the City for the cost of any change in the amount or manner of deducting dues at the rate of TWENTY EIGHT DOLLARS AND 43/100 (\$28.43) per change for the total membership. The check to cover the cost for the change shall accompany the letter notifying the City of the change. The City is not required to implement the change until receipt of the check for the cost of the change.

**ARTICLE 7**  
**BULLETIN BOARDS**

- 7.1 The Union shall be provided partial use of bulletin boards, as mutually agreed to by both parties, currently in place at employee work sites. In lieu of placing material on current bulletin boards, and with the approval of the City Manager or his/her designee, the Union may provide bulletin boards, of standard size, not to exceed 36" by 36", in keeping with the decor of the locations, at or near the locations of bulletin boards currently in place at employee work sites.
- 7.2 The Union agrees that it shall use the space on the bulletin boards referenced above only for the following purposes:
- Notices of Union meetings and elections
  - Union election results
  - Reports of Union Committees
  - Recreational and social affairs of the Union
  - Rulings and Policies of the Union
  - Notices of public bodies
- 7.3 All Union materials placed on bulletin boards shall be signed by a Union Officer and copies of any materials to be posted shall be forwarded to the City Manager or the Director of Human Resources prior to the posting. Upon request, the Union may also obtain pre-approval from the City Manager for posting a particular type of standard form document, for example, meeting notices, union privileges brochure, union membership card, or list of stewards.
- 7.4 No material shall be posted which contains anything political or controversial, or anything adversely reflecting upon the City of Jacksonville Beach, its independent agencies, or its employees as determined by the City Manager or his/her designee. Any violation of this Article as determined by the City Manager or his/her designee will result in the immediate suspension of this Article, the immediate removal of all Bulletin Board privileges and disciplinary action against employees involved.
- 7.5 Decisions by the City pursuant to this Article are not subject to the grievance procedure.
- 7.6 Alleged misuse of the bulletin boards will be a matter for a special meeting or conference between the proper official of the Union and the City.

**ARTICLE 8**  
**RULES AND REGULATIONS**

- 8.1 All rules, regulations, general orders and standard operating procedures affecting the City and/or its employees in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with any Article or Section of this Agreement.
- 8.2 Authority to change, modify or delete such rules, regulations, policies or procedures, rests with the City. The City will send any such changes to the Union.
- 8.3 If a change in rules or regulations has an impact on the wages, hours, terms or conditions of employment of employees in the bargaining unit, the union may notify the City, identify the impact and request bargaining concerning such impact.

**ARTICLE 9**  
**PROBATIONARY EMPLOYEES**

- 9.1 All employees shall be classified as probationary employees upon employment during the first six months of service. An employee is considered to be a probationary employee until successful completion of the first six months of service. If an employee is absent from a scheduled shift during the first six months of employment, the probationary period will automatically be extended for a period of time equal to all periods of absence during probation. The probationary period may also be extended in increments of no more than 90 days for a period not to exceed eighteen (18) months at the discretion of the City.
- 9.2 Any employee classified as a probationary employee as defined above may be disciplined or discharged, with or without cause, and without recourse to the grievance procedure and shall be considered an “at will” employee. Any disciplinary action taken against any probationary employee, including any discharge or any decision concerning the employment, continued employment, or termination of employment of any probationary employee shall not be subject to the grievance procedure set forth in this Agreement.
- 9.3 All employment decisions concerning any probationary employee shall be left to the sole and exclusive discretion of the City Manager, and any such decisions may not be the subject of a grievance pursuant to the grievance procedure contained in this Agreement.
- 9.4 Provisions in this Agreement concerning seniority shall not apply to probationary employees; rather, seniority shall date back to the time of hire after an employee has successfully completed his or her probationary period.
- 9.5 Probationary employees are not eligible to receive vacation, sick, or personal leave until satisfactory completion of their initial probationary period as defined in Section 9.1 above.

**ARTICLE 10**  
**HOURS OF WORK AND OVERTIME PAYMENT**

- 10.1 The purpose of this article is to define hours of work and computation of overtime.
- (a) The standard work week shall consist of seven (7) consecutive twenty-four (24) hour periods. The day of the week the period ends and begins shall be determined by the City based upon legitimate business needs. All employees shall be required to report to work on time, shall not leave the job early without proper authorization and shall perform their assigned duties.
- (b) Compensation for overtime will be in the form of cash payment, unless compensatory time or flex time (allowing an employee off, hour for hour, during the same workweek when the employee works beyond the regular scheduled hours to keep the employee's hours near, at or below 40 for the week) is mutually agreeable to the employee and the department director or his designee. Employees may, upon mutual agreement with the City, accrue up to forty (40) hours of compensatory time. Once this amount of compensatory time is reached, compensation for additional overtime hours worked will be in the form of cash payment. Compensatory time shall be earned at the rate of one and one-half hour for every overtime hour worked. Compensatory time shall be paid at the employees' regular straight time hourly rate. The City may at any time pay an employee for their accrued compensatory time. Accrued compensatory time may be taken in the same manner as vacation leave. Flex time, which has been approved by the Department Director, must be utilized within the same workweek in which the extra hours were worked, and the number of hours the employee will be allowed to take off as flex time must be mutually agreeable to the employee and department director.
- 10.2 Overtime shall be paid at the rate of one and one-half (1 1/2) times the regular rate of pay for any hours worked over forty (40) in any City established workweek for which overtime compensation has not previously been paid. All overtime must be approved by the supervisor. There shall be no duplication of premium payments and no claims that provide for "overtime on overtime or compensatory time." (no pyramiding of overtime) The procedure of including additional, supplemental and standby pays in the straight time rate for overtime hours and paying it as a lump sum shall terminate. Additional, supplemental and standby pays shall be paid in a lump sum per pay period (in a prorated amount), and included in the calculation of the additional 1/2 time rate for overtime hours worked. Employees shall not be required to repay any overpayments received through the effective date of this Agreement.
- 10.3 The work and rest days of employees shall be scheduled consecutively where possible.
- 10.4 The authority to change work schedules rests with the City. The City will give employees at least three calendar days' notice before changing an employee's regular work schedule when possible.

- 10.5 (a) Call Back Pay: An employee who has left his/her place of work and is called back for overtime work shall be paid for such overtime in accordance with this Article, provided that he/she shall receive a minimum payment of two (2) hours at one and one-half (1-1/2) times his/her regular rate of pay. The minimum time provided herein does not apply if an early call-in period extends into the start of the employee's regular work period. The employees' time shall start from the time he/she receives the call-out. (This section does not apply to employees on Standby).
- (b) Employees shall be subject to call back on a rotating basis. Employees who are contacted for call back and fail to report to work without a reasonable excuse may be subject to disciplinary action.
- (c) Employees who are scheduled to report for overtime work (scheduled overtime), and who report, shall receive a minimum payment of two (2) hours at one and one half (1-1/2) times his/her regular rate of pay. Additional hours worked in conjunction with the regular work shift shall be paid on an hour per hour basis and shall not be considered scheduled overtime.
- 10.6 Standby Pay: A standby duty assignment is made by the department director who requires an employee to be available for work to provide service after normal working hours. Employees assigned standby shall be accessible by phone, pager or beeper and be ready to perform work within a reasonable amount of time as prescribed by the department director.

Standby hours shall not be counted as hours worked for the purposes of computing overtime.

- (a) Standby shall normally be assigned on a ~~weekly-daily~~ basis. Standby may also be assigned ~~on a 24 hour basis for longer periods~~ to respond to storms, severe weather conditions or possible anticipated outages.
- (b) Employees assigned to standby duty on a ~~weekly-daily~~ basis shall be paid an additional ~~eight (8)~~ 1.2 hours per ~~week-day~~ at his/her regular straight time hourly rate of pay. ~~If a holiday falls during the week that he/she is placed on standby, the employee will be paid an additional hour of pay at his/her regular straight time hourly rate for each day on which a holiday falls during the week.~~
- ~~(e) Employees assigned to standby duty on a 24 hour basis shall be paid one (1) additional hour of pay for every 24 hours assignment at his/her regular straight time hourly rate, unless the day is a holiday, in which case the employee will be paid a total of two (2) additional hours of pay for the 24 hour assignment.~~
- ~~(d)~~(c) Employees called in to work while on standby shall be paid one and one-half (1-1/2) times their regular rate of pay for all hours actually worked. These hours shall be computed starting from the time the employee left his/her home to the time he/she returns home from work.

- (d) Failure to respond: In the event the employee who is on standby duty fails to respond to a call to work, he/she will forfeit the standby pay and may be subject to disciplinary action. Employees who fail to report for scheduled overtime may be subject to disciplinary action.
  - (e) Employees assigned to standby must be in a condition fit to respond in compliance with all City policies.
  - (f) It is the responsibility of the City to assign standby time equally among employees in the respective classifications normally performing the same types of work in each assigned shift, crew, or work area.
  - (g) With the written approval of the Department Director, employees will be allowed to exchange standby assignments. ~~Notwithstanding any exchange of standby assignments, the employee initially assigned performing the standby (and not the employee with whom initially assigned the standby is exchanged) shall be entitled to the standby pay set forth in sections 10.6(b) and (c). Whether to grant written approval shall be at the discretion of the Department Director.~~
- 10.7 (a) It is the responsibility of the City to distribute the opportunity for overtime work equally among employees in the respective classifications normally performing the same types of work in each assigned shift, crew, or work area.
- (b) Nothing in this article shall require payment for overtime hours not worked except as expressly provided in this Agreement.
- 10.8 The City will pay a meal allowance for employees who travel on City business in accordance with City policy.
- 10.9 Extended Work Hours: An employee who has worked sixteen (16) hours or more in a twenty-four (24) hour period, or eight (8) hours or more overtime in the sixteen (16) hour period immediately preceding his/her basic workday, shall, upon release, be entitled to an eight (8) hour rest period before he/she returns to work. ~~These hours shall not count as hours worked for purposes of compensation.~~
- (a) If an employee is called back to work without completing his/her eight (8) hour rest period, he/she shall be compensated at the rate of one and one half (1 ½) times his/her regular rate of pay for all hours worked commencing from the time he/she reports back to work and ending when he/she is released for another eight (8) hour rest period.
  - (b) If the rest period under this Article extends into the employee's basic workday, the employee will be compensated for the rest hours that fall within the employee's basic workday. If the employee's normal lunch break or part thereof occurs during the rest period, the normal lunch period shall not be included as part of the eight (8) hour rest period.

- (c) Paid rest time shall not be considered as time worked for calculating overtime pay.
- (d) If the end of the employee's rest period falls within two (2) hours of the end of the employee's basic workday, the employee's manager has sole discretion to release the employee without loss of pay for the remainder of the workday.

**ARTICLE 11**  
**OUTSIDE EMPLOYMENT**

- 11.1 Any outside employment shall be reported, in writing, on the Form that is Appendix “F” to this Agreement, to the Human Resources Department and the employee’s supervisor by no later than five (5) calendar days before the outside employment is scheduled to begin. Any change in outside employment (including change of employer, dates/hours of employment, job title, duties to be performed, or location of employment) shall be reported, in writing, to the Human Resources Department and the employee’s supervisor, by no later than five (5) calendar days before the change.
- 11.2 Outside employment shall not interfere with or be in conflict with the proper performance of the employees’ duties with the City. Employees who engage in outside employment shall be in compliance with the Employee Code of Ethics contained in the City’s Personnel Policies. Employees who engage in outside employment which is in conflict with the proper performance of their duties with the City or which results in a violation of the Employee Code of Ethics shall be informed of such conflict and shall be given the option of terminating their City employment or terminating their outside employment.

**ARTICLE 12**  
**WAGES**

- 12.1 All bargaining unit employees shall be compensated in accordance with the pay schedule attached hereto and made a part hereof, referred to as Appendix "A".
- 12.2 Administration of the pay plan shall be in accordance with Appendix "B".
- 12.3 (a) To promote skill and professional development among employees, the City may recognize certain certifications and licenses for receipt of additional pay. Upon presentation to the City of the license, certification or registration outlined on the attached Appendix "C" and upon the determination by the City that a need exists for such certification, registration or license, the employee may be eligible to receive additional pay.
- (b) Additional pays as provided in this paragraph may be compensated hourly, biweekly, or annually as determined by the City to be consistent with pay policies and any applicable laws.
- (c) Employees covered by this Agreement who were employed prior to 3/31/95, shall continue to receive Two Hundred Forty Dollars (\$240.00) per year for each five years of continuous service to the City as longevity pay. Such longevity pay will be paid as determined by the City.
- 12.4 Performance Evaluations: Any grievance filed concerning a performance evaluation shall be filed at Step II of the grievance procedure, and the decision of the City Manager concerning such grievance shall be final and binding.

## ARTICLE 13 SENIORITY

- 13.1 Seniority shall be defined as the length of continuous employment with the City unless otherwise specified.
- 13.2 In regard to leave accrual, seniority will be defined as the length of continuous employment with the City. In regard to job title, seniority will be defined as the length of continuous time in any specific job title. If an employee transfers from one department to another in the same job title, he shall carry with him seniority within the position that the employee has already acquired.
- 13.3 Seniority shall accumulate while on the active payroll and during periods of approved absences with pay. Seniority is not broken when an employee is on an approved leave of absence with or without pay.
- 13.4 Seniority shall be broken when an employee:
- (a) Resigns;
  - (b) Is discharged for cause;
  - (c) Exceeds an authorized leave of absence;
  - (d) Is laid off and not recalled for six (6) months.

**ARTICLE 14**  
**VACANCIES AND PROMOTIONS**

- 14.1 (a) The City, when filling a vacancy for a position included in the bargaining unit, shall give notice by posting a job announcement on employees' bulletin boards and such other publicity as shall be deemed necessary. Such notices shall be posted for a minimum of ten (10) calendar days. All internal applicants, who meet the minimum qualifications for the position, shall be interviewed for the position.
- (b) Where the requirements to fill a vacancy have been modified, after a posting to fill the vacancy as provided above, the job announcement shall be re-posted, with the modified qualifications, and all of the requirements of 14.1(a) shall be complied with.
- 14.2 The City shall make all determinations of qualifications of the applicants applying for promotion or employment. Factors to be considered include, but are not limited to; education, knowledge, skills, abilities, past performance, work history, attendance, characteristics, interest in the position and seniority. Nothing in this article shall be construed as precluding employees within the bargaining unit from applying for other vacant positions within the City of Jacksonville Beach.
- 14.3 The City Manager's decision regarding vacancies and promotions is final and binding.
- 14.4 Whenever it is necessary to fill a position on a temporary basis due to the incumbent, whether he or she is on probation or permanent, being off work on sick leave, leave of absence, or any other reason, this temporary assignment shall be made by management. Management shall determine job qualifications, provided such determination is limited to those factors directly required to satisfactorily perform the job. Factors to be considered include, but are not limited to; education, knowledge, skills, abilities, past performance, work history, attendance, characteristics, interest in the position and seniority.

**ARTICLE 15**  
**LAYOFFS**

- 15.1 The City may lay off employees in the bargaining unit whenever such action is made necessary by reason of shortage of work, or funds, the abolition of a position, division or department or because of changes in organization. However, no regular employee shall be laid off while there are probationary employees serving in the affected position.
- 15.2 Whenever the layoff of one or more employees shall become necessary, the City Manager shall notify the affected employee(s) at least thirty (30) calendar days in advance of the intended action and the reasons thereof with a copy to the Union. The decision concerning which employee(s) are to be laid off within the affected job class shall be based upon the affected employee(s) ability to perform the remaining work available, past performance, and seniority. If all factors are equal, seniority in position shall take precedence in determining the order of the layoff with less senior employees in the position subject to lay off first.
- 15.3 The recall of employees who were laid off will be made in reverse order in which they were laid off.

**ARTICLE 16**  
**EMPLOYEE BENEFITS**

- 16.1 Insurance Benefits. The City agrees to provide employees with the basic Health, Dental and Life insurance (excluding Supplemental Accident) group programs offered other City employees. The City agrees to pay the same amount of premium for the same insurance coverage for bargaining unit members as it does for other City employees. Dependent coverage for medical and dental insurance will be available on payroll deduction at employees' expense.
- 16.2 The City will provide \$600 annually to all employees in the bargaining unit. This shall be considered an insurance supplement separate from salary.
- 16.3 Prescription Eyeglass Damage. The City will repair or replace prescription eyeglasses damaged in the line of duty subject to the restrictions contained in this section.
- a) The City will repair or replace a bargaining unit employee's prescription eyeglasses, if all of the following conditions are met:
1. The eyeglasses were damaged as a result of the employee's performance of his or her duties.
  2. The damage was not the result of the employee's own negligence or violation of City policies and/or procedures.
  3. The employee reports the damage to the appropriate department director within 24 hours after the occurrence of the damage(may be extended if offices are closed)
  4. The appropriate department director and the personnel director approve the claim for payment.
- b) The City reserves the right to determine whether to repair or replace damaged glasses.
- c) In no event will the City pay more than Two hundred dollars (\$200) to repair or replace damaged glasses.
- d) When an employee is entitled to payment under this section, the City will make every reasonable effort to reimburse the employee within thirty (30) days of determining it is payable.
- e) Determination of payability shall be made in writing to the employee filing the claim.

- 16.4 Mileage and Travel Reimbursement: On occasions it may be necessary for employees to travel in order to attend a meeting, seminar or conference to a locality other than his/her normal headquarters. Should an employee be required to travel as part of the performance of his/her duties, the City shall provide for reimbursement in accordance with the City's established reimbursement policies.

**ARTICLE 17  
HOLIDAYS**

- 17.1 Employees in the bargaining unit shall observe those holidays established by this Agreement as follows:

<u>Date</u>	<u>Holiday</u>
January 1	New Year's Day
3rd Monday in January	Martin Luther King's Birthday
Last Monday in May	Memorial Day
July 4th	Independence Day
1st Monday in September	Labor Day
November 11th	Veteran's Day
4th Thursday in November	Thanksgiving
4th Friday in November	Day after Thanksgiving
December 25	Christmas Day

Any other holiday proclaimed by ordinance of the City Council.

When a holiday falls on a Saturday, the Friday before shall be observed or if on Sunday, the following Monday shall be observed by employees working a Monday through Friday work week. The actual date of the holiday shall be observed for employees working shifts or any other schedule than Monday through Friday.

- 17.2 Employees who would not otherwise be scheduled to work, and who do not work, on the day that a holiday is observed shall receive payment for the holiday equal to straight time for the number of hours in the employee's regular shift, not to exceed twelve (12) hours. Upon mutual agreement between the employee and the City, as an alternative to receiving such payment, the employee may receive an alternative day off (which day must be agreed to by the employee and the City). Employees who would have been scheduled to work, and who do not work because of the observed holiday, shall be paid for the holiday at straight time for the number of hours equal to the employees' regular shift. (Designated as "holiday pay")
- 17.3 Any employee who is scheduled to work, and who does render services, on a day that a holiday is observed shall be compensated in an amount equal to one and one half (1-1/2) times the employee's regular hourly rate for all hours worked on the day that the holiday is observed in addition to receiving holiday pay. If such employee works in excess of the employee's regular scheduled shift, the employee shall receive two and one half (2-1/2) times his/her regular rate for all hours worked over the regular scheduled shift.
- a) Call Out. Employees scheduled off or assigned standby on a holiday, who are called in to work, shall be paid one and one half times (1-1/2) the employee's regular hourly rate for all hours worked in addition to receiving holiday pay.

- 17.4 In no event shall an employee be paid in excess of double time and one-half (2-1/2) for hours worked on a holiday.
- 17.5 In order to receive holiday pay an employee must work the entire scheduled work day before and the entire scheduled work day after the holiday. For the purpose of holiday pay, time spent on prior approved annual leave, personal leave, compensatory time, bereavement, jury or witness duty or any other paid leave except sick shall count as hours worked. Time spent on sick leave shall, however, count as hours worked for the purpose of holiday pay (pursuant to this section), if:
- (1) the sick leave is a partial day for a doctor's appointment and the employee received prior supervisor approval for use of sick leave for this doctor's appointment; or
  - (2) on the employee's next scheduled work day after the sick leave, the employee provides the supervisor with a note from a doctor which confirms that the employee was ill and unable to work on the day(s) before and/or after the holiday which the employee took as sick day(s).

**ARTICLE 18**  
**INJURY IN THE LINE OF DUTY**

- 18.1 All employees within the bargaining unit who sustain an injury as a result of an accident in the course of and arising out of employment by the City, shall be eligible to receive all benefits provided by the Workers Compensation Laws of the State of Florida. Any employee so injured must follow City procedures in reporting such injury and follow up managed care.
- 18.2 Any time missed on the date of the injury, and the following four (4) scheduled work days missed as a result of the injury, shall be paid in full by the City. This leave can be used in hourly increments. Any further absences shall be paid in accordance with state statute governing workers compensation injuries.
- 18.3 Employees may use accumulated sick, annual and/or personal leave to cover the time off the job due to an on the job injury until he/she is compensated by Workers Compensation. Any payment later made by workers compensation shall be turned into the City and the employee's leave balances credited accordingly. Employees may also use accumulated sick, annual and/or personal leave or accrued compensatory time to supplement up to 33 1/3 percent of his/her pay which is not covered by Workers Compensation. In no case however, shall the combined payment of workers compensation and leave benefits exceed the employee's normal net salary.
- 18.4 Sick and Annual Leave shall continue to accrue, and the employee shall be eligible for holiday pay, so long as the employee is continuing to receive payment for accumulated sick or annual leave. Thereafter, the employee shall not accrue vacation or sick leave or be eligible for holiday pay.
- 18.5 If an employee, due to an on-the-job-injury is temporarily partially disabled from performing the duties of his/her classification, he/she may be temporarily reassigned without reduction in pay to other duties commensurate with medical and mental fitness, availability of suitable work and his/her qualifications for the position in accordance with the City's Return to Work procedures.
- 18.6. Employees absent from work due to an on-the-job injury shall not work any secondary jobs, unless approved by the City. Violation of this provision shall be cause for immediate discharge.

**ARTICLE 19  
ANNUAL LEAVE**

19.1 All regular full-time employees (working 30 hours or more per week on a regular basis) are eligible for annual leave. Employees who work for the Police Department, and were hired before November 4, 1992, shall accrue annual leave with pay according to the following schedule on a biweekly basis:

<u>Years of Service</u>	<u>Hours Accumulated</u>
0-6 years	120 hours
7-14 years	150 hours
15-19 years	180 hours
20+ years	210 hours

All other employees in the bargaining unit scheduled to work at least 40 hours per week shall accrue annual leave with pay according to the following schedule on a biweekly basis:

<u>Years of Service</u>	<u>Hours Accumulated</u>
At the end of 6 months	40 hours
At 1st Anniversary	56 hours
At 2nd Anniversary	96 hours
At 3rd Anniversary	96 hours
At 4th Anniversary	96 hours
At 5th Anniversary	96 hours
At 6th Anniversary	96 hours
At 7th Anniversary	104 hours
At 8th Anniversary	112 hours
At 9th Anniversary	120 hours
At 10th Anniversary	128 hours
At 11th Anniversary	136 hours
At 12th Anniversary	144 hours
At 13th Anniversary	152 hours
At 14th Anniversary	160 hours
At 20th Anniversary and all Subsequent anniversaries	168 hours

The rate of accrual shall change to the higher rate in the pay period following the pay period when the employment anniversary occurs. Employees scheduled to work at least 30 hours but less than 40 hours per week shall accrue leave according to the following schedule:

30-34 hours per week

1-9 years service	80 hours
10+ years service	85 hours

35-39 hours per week

1-9 years service	92 hours
10+ years service	112 hours

- 19.2. Employees serving a probationary period shall accrue annual leave in accordance with the provisions of this section. Such employees may not take accrued annual leave until completion of the initial probationary period. If an employee serving a probationary period on an original appointment resigns without giving two (2) weeks' notice, or is terminated without satisfactorily completing the probationary period, he/she shall not be compensated for any accrued leave.
- 19.3 Accrued annual leave may be taken at any time when authorized by the appropriate supervisor. Requests for annual leave must be submitted in writing at least two (2) weeks in advance. Supervisors may allow for less notice when they deem it appropriate based on the circumstances of the request.
- 19.4 If an employee's annual leave extends through a pay period, they may request their check in advance in compliance with the City's check advance policies.
- 19.5 Employees are allowed to accrue annual leave up to a maximum of that earned in a two (2) year period (the year immediately preceding the year of accumulation and the year of accumulation). Any leave amount accumulated over the maximum will be forfeited.
- 19.6 No annual leave will accrue for an employee on leave without pay, or one who has been suspended for disciplinary purposes.
- 19.7 Annual leave must be charged in half-hour (1/2) increments after a minimum unit charge of one (1) hour. Annual leave is not included as hours worked for the purposes of computing overtime.
- 19.8 The Beneficiary, as designated on the Employee Verification Form, shall receive pay for all unused annual leave upon death of the employee up to a maximum of 336 hours.
- 19.9 Should an employee become ill during a period of approved annual leave, accrued sick leave may be taken with the approval of the employee's immediate supervisor. A physician's certificate ~~may~~will be required to support payment of such accrued sick leave.
- 19.10 Annual leave may be used for maternity purposes to the maximum amount of hours accrued subject to Supervisory approval.

- 19.11 Upon resignation of employment with two (2) weeks' notice, the employee shall be paid for all accrued annual leave. The maximum amount payable shall be two (2) years (the year of accumulation and the year immediately preceding the year of accumulation) up to 336 hours. Any leave accrued over the two (2) year maximum shall be forfeited.
- 19.12 Retirement. Employees retiring under the City's pension plan may, with prior approval of their supervisor at least two (2) weeks prior to the start of such leave, elect to be paid on a day for day basis for accumulated annual leave in order to fulfill time in service requirements of the pension plan. Leave may be paid in compliance with the following provisions:
- a) Prior approval must be obtained from the employee's supervisor at least two (2) weeks prior to the beginning of such leave;
  - b) Leave must be taken immediately prior to the desired eligible retirement date; and
  - c) While on such leave, the employee shall not accrue annual leave or any other leave benefits, additional pays or merit increase but shall be paid for holidays under this Agreement.
- 19.13 Personal Leave. All employees eligible for annual leave shall also be entitled to a personal leave day equal to the employee's regular shift not to exceed twelve (12) hours. This leave does not accrue and is forfeited at calendar year end if not used. Application to use this leave must be made in the same manner as for annual leave. If an employee leaves the City employment prior to utilizing the yearly allotment of leave, he shall be compensated for any outstanding balance.

**ARTICLE 20**  
**SICK LEAVE**

20.1 All regular and full-time employees (working more than 30 hours per week on a regular basis) within the bargaining unit shall be eligible for sick leave accrual. Accrual will begin the payday following the pay period in which the employee attains one (1) month of continuous service. Employees are not eligible for payment of sick leave while in their initial probationary period.

20.2 Sick leave shall accrue as follows:

Employees scheduled to work 40 hours per week:	3.69 hours biweekly
Employees scheduled to work 30-39 hours per week:	3.07 hours biweekly

There shall be no limitation on the accrual amount.

20.3 Sick leave may be used for the following:

- a) personal illness
- b) exposure of the employee to a contagious disease when his continued presence on the job would endanger his fellow employees.
- c) preventative medical or psychiatric treatment by a physician, dentist, psychiatrist or psychologist including appointments.
- d) mental health treatment or counseling for the prevention of alcohol or drug abuse by a physician or city approved employee assistance counselor.

20.4 Sick leave shall stop accruing when an employee has missed ten (10) consecutive work days from work due to leave without pay or unpaid leave of absence.

20.5 A physician's certificate may be required to support any absence. Sick leave is a privilege which is extended to employees of the City; abuse of this privilege shall be grounds for disciplinary action up to and including dismissal.

20.6 In no case will an employee be advanced sick leave.

20.7 Leave (including dependent sick leave) shall be used in half (1/2) hour increments after a minimum unit charge of one (1) hour.

20.8 Pregnancies shall be considered an illness for the purpose of granting sick leave for prenatal and postnatal care. ~~Eight~~ Twelve weeks ~~paid~~ sick leave may be granted for the birth of a child. Should additional leave be requested, a doctor's certificate shall be required by the City to determine the amount of sick leave necessary for maternity care.

- 20.9 Up to 56 hours per year may be granted for an employee to care for ill children or seriously ill immediate family members who are living with the employee or the following relatives who do not reside with the employee: grandparents, parents, children, stepchildren, brothers or sisters or spouse's parents. Leave may be granted in no less than hourly increments and a medical certification from a physician may be required to utilize this leave. This leave may not be used for preventative care.
- 20.10 Employees using earned sick leave shall be considered working for the purpose of accumulating sick leave.
- 20.11 Sick leave shall not count as hours worked for the purpose of computing overtime.
- 20.12 An employee unable to work shall notify his/her immediate supervisor as soon as possible, not later than ~~fifteen (15)~~ thirty (30) minutes before the scheduled work time ~~after the beginning of the scheduled work date~~. If the employee is on shift work, the supervisor should be notified at least two (2) hours before the shift begins. A shift employee is defined as an employee whose normal work schedule changes on a regular or rotating basis.
- 20.13 Retirement. Employees, upon retirement under the City's pension plan, and completion of five (5) years service, will be paid for unused sick leave up to a maximum of 720 hours.

An additional payment of sick leave shall be paid to retiring employees who:

1. Are retiring in "good standing" under the City's pension plan; and
2. Possess twenty (20) years continuous service with the City; and
3. Possess a sick leave balance of 720 hours.

Employees meeting the above criteria shall be eligible to receive payment for 25% of any hours accrued over 720 to a maximum of 2880 (for a maximum additional payment for 540 hours).

- 20.14 Unused sick leave is forfeited upon resignation or termination from the City service for any reason other than retirement as specified above.
- 20.15 Upon the death of an employee, unused sick leave will be paid to the beneficiary as if the employee retired in accordance with paragraph 20.13.
- 20.16 Family and Medical Leave Act. Employees with personal illnesses who qualify for leave under the Family and Medical Leave Act, as determined by the City, may be granted paid sick leave. Accrued paid sick leave shall automatically be applied to any FMLA leave, not to exceed the twelve (12) week limit specified under the act. If the employee exhausts paid sick leave prior to the twelve (12) week limit, the remainder of the leave may be taken as leave without pay.

20.17 Attendance Award. Employees accruing sick leave for a full calendar year and not in initial probationary status during that year shall be eligible for an attendance award that allows for the conversion of sick hours to annual leave or a cash payout. Awards are given once a year to employees who have perfect attendance or use minimal amounts of sick leave according to the following schedule:

Sick Leave used in One Calendar Year	Award
0 hours	16 hours converted
8 hours or less	8 hours converted

**ARTICLE 21**  
**BEREAVEMENT LEAVE/FUNERAL LEAVE**

- 21.1 All regular full-time and probationary employees are eligible to receive bereavement leave proportionate to their work schedule.
- 21.2 Up to three (3) days leave with pay may be granted by the department director in the event of a death of an “immediate family member” in order to attend the funeral or to family affairs.
- 21.3 Immediate family is defined as the spouse and the children or adopted children, father, step-father, mother, step-mother, mother-in-law, father-in-law, brother-in-law, sister-in-law, grandparents, grandchildren, sisters, brother, step-sister, step-brother, of the employee and any natural or adopted child or grandchildren of the spouse.
- 21.4 Time off under these provisions may also be granted for the death of any other relatives of the employee who were living within the employee’s household at the time of death.

**ARTICLE 22**  
**JURY DUTY AND WITNESS DUTY**

- 22.1 Jury Duty. Any employee who is required to perform jury service during his/her normal working hours shall be paid his/her regular salary. The employee summoned as a juror shall notify his/her supervisor immediately by furnishing a copy of his/her summons and completing a leave request form. An employee who is released from jury duty shall report back to work for the remainder of the work day. The employee shall retain any remuneration received for serving.
- 22.2 Witness Duty. An employee who is subpoenaed to attend court to testify in his/her official capacity as a City employee during his/her normal working hours shall notify his/her supervisor immediately by completing a "Request for Leave of Absence" form and attaching a copy of his/her subpoena.
- (a) The employee shall be paid his/her regular salary for the hours missed due to court attendance as a witness, however if he/she receives remuneration other than per diem, it shall be deposited with the City Treasurer in order to receive pay for the leave period.

**ARTICLE 23  
SAFETY AND HEALTH**

- 23.1 The City and the Union agree that they will conform to and comply with applicable laws regarding safety and health.
- 23.2 The City and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions.
- 23.3 Any employee of the bargaining unit who does not comply with the safety rules and regulations may be subject to disciplinary action.
- 23.4 Protective devices, apparel and equipment provided by the City must be used. Failure to use equipment as directed or as outlined in policy may be cause for discipline. Employees shall be responsible for all City provided equipment or property. In addition, employees who lose or misplace City property, or who cause damage to City property by their negligence or intentional conduct, may be subject to disciplinary action.
- 23.5 The City and the Union recognize the importance of maintaining employees' good health. In adopting this philosophy, the Union agrees to support any City efforts in developing wellness or fitness programs for bargaining unit employees.

**ARTICLE 24**  
**CAREER DEVELOPMENT**

- 24.1 In order to promote and maintain a competent and efficient workforce, employees are encouraged to continue their technical training and improve their skills. The City will assist employees with optional training that increases their competence and skills in their present jobs and prepares them for advancement in the future.
- 24.2 The City will reimburse employees for tuition costs on classroom training or approved correspondence courses as determined by the City. Reimbursement shall not be made for books or supplies. Application for and approval of reimbursement shall be in accordance with the City established procedures.
- 24.3 Employees leaving the City within one year of receiving reimbursement must refund the City for the reimbursement received. It is agreed that these costs may be taken from the Employee's final paycheck or leave balance.

**ARTICLE 25  
SEVERANCE PAY**

25.1 Non-probationary employees in good standing with the City who are laid off (for non-disciplinary reasons), and who experience a loss of pay as a result of such layoff (that is, they do not obtain employment effective upon the effective date of the layoff), shall receive payment for the following number of hours at the employee's straight time rate:

5+	years service	40 hours
6+	years service	60 hours
10+	years service	80 hours
15+	years service	120 hours
20+	years service	160 hours

Employees who are identified for layoff and chose retirement in lieu of layoff shall not be entitled to any severance pay.

**ARTICLE 26**  
**DRUG POLICY**

- 26.1 The City and the Union recognize that the City should not accept any risk to the safety of its employees or members of the public or compromise the quality of its work, services or productivity as the result of alcohol or drug abuse which can impair one's normal mental and physical faculties. Both parties agree to the promotion of a drug free workplace pursuant to Florida State Statute 440.102 (Rule Chapter No: 38F-9) Executive Order 12584 (Drugfree Work place Act) and The Omnibus Transportation Employee Testing Act of 1991 and accompanying Department of Transportation regulations.
- 26.2 The Union agrees to support the City's policy attached as Appendix "~~ED~~" and the employees shall abide by all its provisions. The City may change or amend the policy to conform to any change to, or creation of, any federal or state law or regulation. The City agrees to notify the Union in writing of any change or amendment to the policy and the reasons for such changes or amendments.

**ARTICLE 27**  
**DISCHARGE AND DISCIPLINE**

27.1 Employees who have completed their initial employment probationary period may be discharged, suspended, demoted, or otherwise disciplined for proper cause. The City agrees that disciplinary action shall be in a timely fashion. Forms of disciplinary action may include:

- (a) oral reprimand;
- (b) written reprimand;
- (c) at the option of the City Manager with the concurrence of the employee, the loss of vacation, personal, sick or holiday leave;
- (d) suspension without pay; and
- (e) discharge of employment.

27.2 The City agrees with the tenets of progressive and corrective discipline, where appropriate. Disciplinary actions shall normally be progressive and shall be determined at the discretion of the City. Certain actions by their nature may be severe enough, however, to justify deviating from progressive disciplinary principles, and result in immediate discharge of employment or other disciplinary action. Once the measure of discipline is determined and imposed, the City will not increase it for the particular act of misconduct unless new facts or circumstances become known.

27.3 Employees in the bargaining unit are subject to discipline, up to and including discharge, for any violation of City procedures or policies, contract provisions, personnel directives, general orders or policies and civil service rules of the City. Employees shall be provided a written statement of any discipline taken (excluding oral reprimands).

27.4 Employees shall have the right to review their official personnel file upon request to the department director. The employee shall have the opportunity to submit a written statement responding to any written reprimand issued. The employees' responding statement will be entered in the personnel file.

27.5 Prohibited Conduct.

Acts of conduct that are grounds for discipline, up to and including discharge, include but are not limited to the following:

- (a) Falsifying statements, records or reports.
- (b) Theft.

- (c) Fighting, bringing any firearm, knife or other weapon (which is not a necessary tool for the job) to work or improperly threatening or harassing any employee or customer.
- (d) Engaging in wrestling, horseplay, or any other act which might interfere with the safe or efficient operation of the City or cause injury or harm to persons or property.
- (e) The intentional destruction of city property and/or negligence in the operation of a city vehicle, city machinery or equipment.
- (f) Being under the influence of intoxicants or illegal drugs while on duty. Possession of intoxicants or illegal drugs while on duty.
- (g) Commission of an act which constitutes a felony offense or a misdemeanor involving moral turpitude under the laws of the State of Florida.
- (h) Insubordination.
- (i) Incompetency, inefficiency or misconduct in the performance of duties.
- (j) Attempting to induce an officer or employee of Jacksonville Beach to commit an unlawful act.
- (k) Taking for his personal use from any person any fee, gift or other valuable thing (valued over \$25) in the course of his/her work or in connection therewith, when such gift or other valuable thing is given in the hope of receiving a favor or treatment greater than that accorded other persons.
- (l) Engaging in outside activities on city time or unauthorized use of city equipment.
- (m) Violation of any of the rules or policies of the department or City.
- (n) Conduct, whether on or off duty, which reflects discredit upon the City.
- (o) Repeated or unauthorized tardiness.
- (p) Unauthorized absences.
- (q) Being absent without leave or failing to report after leave of absence has expired. Failure to report to duty without notice to the City for three consecutive work days shall result in automatic dismissal.
- (r) Failure to maintain minimum qualifications for a position due to loss of any license or certification.
- (s) Leaving the working area during working hours without authorization.

- (t) Sleeping on duty.
- (u) Failure to immediately report vehicle accidents or accidents involving damage to City or private property.
- (v) Intentional release of any security codes or keys to unauthorized individuals.

(w) Disruptive, threatening or violent behavior.

(x) Bullying including intimidating, humiliating, degrading or threatening behavior

- 27.6 Any employee subject to dismissal, demotion, or suspension shall have the right to a pre-disciplinary meeting with his/her department director, unless said action is for tardiness. The meeting shall be conducted prior to any action being taken.
- 27.7 When an employee is questioned by management, and the employee reasonably believes that the questioning may lead to disciplinary action against him, the employee has the right to request that a union representative be present at the meeting. When an employee requests union representation pursuant to this section, and no union representative is immediately available, the City may postpone the meeting until a representative is available, cancel the meeting, or if mutually agreeable with the employee, continue the meeting without a representative.
- 27.8 Any written reprimand, or other written documentation of any other discipline, shall be furnished to the employee outlining the reason for the disciplinary action. The employee will be requested to sign the document acknowledging receipt. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, or other documentation of disciplinary action, such signature shall only acknowledge receipt of the document and shall not mean the employee agrees or disagrees with the document or disciplinary action.
- 27.9 Resignation: An employee who desires to terminate his/her service with the City shall submit a written resignation to his/her department director. In order to resign in good standing, the resignation must be submitted 14 calendar days in advance of the effective date. The written resignation, or a copy thereof, shall be filed in the employee's personnel file. Employees failing to resign in good standing shall forfeit all accrued leaves.

**ARTICLE 28**  
**GRIEVANCE PROCEDURE**

- 28.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed and understood by both parties that there shall be a procedure for the resolution of grievances between the parties arising from any alleged violation of specific terms of this Agreement. For the purpose of this Agreement, a grievance is defined as a dispute, claim or complaint that any employee, group of employees or the Union, through a member of the bargaining unit, may have as to the interpretation, application, and/or alleged violation of some express provision of this Agreement which is subject to the grievance procedure.
- 28.2 All grievances must be handled exclusively as set forth in this procedure. ~~Both the City and the Union agree that no issue once submitted in writing as a grievance under this Agreement, as defined above, may be addressed, challenged or presented to the Jacksonville Beach Employee Board of Appeal.~~
- 28.3 Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisor, division supervisor, superintendent, department director, Personnel Director or the City Manager. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors. Any employee's informal discussions with his or her supervisor, division supervisor, superintendent, department director, Personnel Director or the City Manager, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.
- 28.4 If the aggrieved employee has a reasonable belief that disciplinary action may result from an investigatory or disciplinary interview, the employee may request Union representation, in which event the grievant will notify the City, and the grievant will be responsible for notifying the Union. If an employee makes such a request, the City may, at its discretion, (1) grant the request and postpone the meeting until the union representative may be present, (2) discontinue the meeting, or (3) offer the employee the choice of continuing the meeting unaccompanied by a union representative or having no meeting at all. If a meeting is for the purpose of simply notifying the employee of a previously made disciplinary decision, and no questions will be asked nor will the employee be offered any options to the discipline, the employee does not have the right to union representation.
- 28.5 Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The City is not required to consider, respond to, or act upon, any grievance which is not filed within the time set forth in this Article. A grievance shall be considered settled at any point when the employee fails to file the necessary written notice to invoke the next step of the grievance procedure. All time limits shall be calendar days. If any deadline under this Article shall fall on a Saturday, Sunday or observed holiday,

as defined in Article 17.1, the deadline shall be the next calendar day which is not a Saturday, Sunday or observed holiday.

28.6 If the City fails to answer any grievance in the time provided, the grievance shall be deemed denied. A grievance not advanced to the next higher step within the time limit provided shall be deemed withdrawn and settled on the basis of the decision most recently given.

28.7 To be subject to review at any level of the grievance procedure, a grievance must be in writing, and must be filed using the grievance form mutually agreed to by the parties (see Appendix "~~FE~~"), and must contain the following information:

- (a) Aggrieved employee's name and signature.
- (b) Aggrieved employee's classification.
- (c) Date grievance was filed in writing.
- (d) Date and time action or conduct giving rise to the grievance occurred.
- (e) Where action or conduct giving rise to the grievance occurred.
- (f) Description of incident, action or conduct giving rise to the grievance, including identification of every person involved if possible.
- (g) Article and section of the Agreement alleged to have been violated and an explanation of how it was violated.
- (h) Desired remedy to resolve grievance.

28.8 If a meeting, hearing or arbitration is scheduled during the grievant's shift, attendance at such will be with pay. However, if the meeting, hearing or arbitration is scheduled for a time other than the grievant's normal shift then attendance will be without pay. This policy shall also apply to attendance by the grievant's union representative.

28.9 Grievances shall be processed in accordance with the following procedures:

Step 1. The grievant shall present, in writing, his/her grievance to his/her supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance. The only exception to this time limit is where an employee, through no fault of his own, was not aware of the occurrence of the action giving rise to the grievance, and in that case, the grievance must be filed within ten (10) calendar days after the grievant became aware of the occurrence, or, if earlier, within ten (10) calendar days of when the grievant should have become aware of it, if he/she had used due diligence. In no case, may a grievance be filed more than fifteen (15) calendar days after the occurrence of the action giving rise to the grievance. Discussions at the first stage of the grievance procedure will be informal for the purpose of settling differences in the simplest and most effective manner. The supervisor shall schedule a meeting with the employee within ten (10) calendar days after the

grievance is received. The supervisor shall investigate and give a written response to the employee within seven (7) calendar days after the meeting.

Step 2. If the employee is not satisfied with the answer received in Step 1, and chooses to proceed further, he/she must file an appeal in writing within seven (7) calendar days after receipt of the supervisor's response. The appeal shall be filed with the division supervisor. The division supervisor shall schedule a meeting with the grievant within ten (10) calendar days after receipt of the appeal. The supervisor shall answer the grievance in writing within fourteen (14) calendar days after the meeting. (If a division supervisor does not exist then this step is skipped)

Step 3. If the employee is not satisfied with the answer received in step 2, and chooses to proceed further, he/she must file an appeal in writing with the department director or his/her designee within seven (7) calendar days after receipt of the division supervisor's answer. The department director or his designee shall investigate the grievance and shall schedule a meeting with the grievant within ten (10) calendar days after receipt of the appeal. The department director or his/her designee shall notify the grievant in writing of his/her decision no later than twenty-one (21) calendar days after the meeting.

Step 4. If the employee is not satisfied with the answer received in step 3, and chooses to proceed further, he/she must file an appeal in writing with the City Manager or his/her designee within seven (7) calendar days after receipt of the department director's answer. The City Manager or his/her designee shall investigate the grievance and may conduct such meeting as he/she deems necessary. The City Manager or his/her designee shall notify the grievant in writing of his/her decision no later than forty-five (45) calendar days after receipt of the appeal.

Step 5. If a grievance as defined in this Article has not been satisfactorily resolved within the grievance procedure, the grievant may request arbitration in writing to the office of the City Manager no later than fourteen (14) calendar days after the date of the response from the City Manager in Step 4 of the Grievance Procedure. The date of the response of the City Manager or his/her designee shall be the date the decision is hand delivered or telefaxed to the grievant. If the grievant was represented by the Union during the grievance, the date of the response of the City Manager or his/her designee shall be the date the decision is hand delivered or telefaxed to the Union.

28.10 Upon appeal to arbitration, the employee, Union, or Employer may submit to the other the names of two (2) individuals, either of whom is acceptable to the Union, employee, or Employer to arbitrate the grievance. If within ten (10) calendar days after the request for arbitration, the two (2) parties involved in the selection do not mutually agree upon the selection of one (1) of the persons listed, or of some other person qualified to act or arbitrate, then the Union, or employee shall request the Federal Mediation and Conciliation Service to submit a panel of five (5) arbitrators. The request to the FMCS must be made no more than 30 calendar days after the request for arbitration or arbitration is waived. The arbitrators shall be selected from such panel by alternately striking names from the list (the grievant shall strike first), until the last name is reached.

28.11 The powers of the arbitrator shall be limited as follows:

- 1) The arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement;

- 2) The arbitrator shall have no authority to rule on jurisdictional disputes between groups of employees or Unions representing groups of employees;
  - 3) The arbitrator shall have no power or authority to establish or change wage scales, rates for new jobs, or to change any established pay policies or the pay plan;
  - 4) The arbitrator shall have only the power to rule on grievances arising under this Agreement as defined under Article 28, Section 28.1;
  - 5) The arbitrator shall have no power to arbitrate any matter that arose before the effective date of this Agreement, or after the expiration of this Agreement;
  - 6) The arbitrator shall promptly hear the matter and shall issue the decision within thirty (30) days from the close of the arbitration.
- 28.12 The decision of the arbitrator shall be final and binding on the City, the Union, and all persons, provided, however, that the arbitrator's decision is not outside or beyond the scope of the arbitrator's authority or violates Chapter 684 of the Florida Statutes.
- 28.13 Costs for the arbitrator and the hearing will be borne by the losing party. Transcripts will be paid for by the party requesting it. Each party will pay for their own representatives and witnesses.
- 28.14 No more than one grievance shall be placed before an arbitrator at any one hearing unless the City and the Union agree in writing to waive this provision.
- 28.15 Any step of the grievance procedure may be waived upon mutual agreement between the grievant and the City in writing.
- 28.16 In the case of a grievance arising from discipline of a non-probationary employee, other than discharge, demotion, or suspension, the decision of the City Manager at Step 4 of the grievance procedure shall be final and binding and no arbitrator shall have authority to review or alter any decision of the City Manager concerning discipline of non-probationary employees, other than discharge, demotion, or suspension.
- 28.17 Discipline of newly hired probationary employees, up to and including discharge, is not subject to the grievance procedure. No employee, or other person or entity, may file a grievance concerning the discipline, including discharge, or other employment action taken against any probationary employee and the City is not required to consider, respond to, or act upon any such grievance.

## ARTICLE 29 RETIREMENT

- 29.1 Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Jacksonville Beach General Employees' Retirement Plan (the "Plan"), ~~except as provided below. All changes to the existing Plan shall take effect as amended on~~ November 25, 2013 ~~and February 6, 2016~~ or upon implementation of this Agreement, if later (the "effective date").
- 29.2 The maximum benefit shall be 75% of final average compensation or \$90,000 annually, whichever is less; provided, any employee who has accrued a benefit in excess of \$90,000 on the effective date shall retain that accrued benefit if not greater than 75% of final average compensation, but shall not accrue any additional benefit after the effective date.
- 29.3 Compensation for pension purposes on and after November 25, 2013 (the "effective date") shall be base pay plus longevity pay, and shall exclude overtime pay and all other compensation.
- 29.4 The normal retirement date for employees with less than 10 years of credited service on the effective date and employees hired on or after that date shall be age 55 with 30 years of credited service or age 62 with 10 years of credited service, whichever is earlier. Employees with 10 or more years of credited service on the effective date shall retain the current normal retirement date of age 60 with 5 years of credited service, or 30 years of credited service regardless of age.
- 29.5 The vesting period for employees with less than 5 years of credited service on the effective date and employees hired on or after that date shall be 10 years, including credited service before and after the effective date. The deferred benefit for employees with less than 10 years of credited service on the effective date and employees hired on or after that date who attain 10 years of credited service and separate from city employment prior to the normal or early retirement date shall be payable at age 55 with 30 years of credited service, age 62 with 10 years of credited service, or age 65 with 5 years of service, whichever is earliest.
- 29.6 The above changes shall not apply to any employee who has reached age 60 with 5 years of credited service or 30 years of credited service regardless of age on the effective date.
- 29.7 The DROP ~~shall be~~ closed to new members on the effective date, and was replaced with a BACK-DROP. Employees who ~~are were~~ participating in the DROP on the effective date may continue to participate in the DROP under the terms in effect on the date they entered the DROP. Employees who reached the normal retirement date on or after the effective date, and employees who ~~have~~ reached the normal retirement date before the effective date but are not participating in the DROP on that date, and continue employment beyond the normal retirement date may elect the BACK-DROP. Under the BACK-DROP, an employee may receive a lump sum payment equal to the pension benefits the employee would have received had he/she retired on their normal retirement date, with interest at the rate of 3%.

29.8 ~~Commencing on the effective date,~~ The employee contribution shall be 7.95% of compensation.

**ARTICLE 30**  
**SPECIAL MEETINGS**

- 30.1 The City and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting.
- 30.2 Discussion shall be limited to matters set forth in the request or other subjects mutually agreed to, but it is understood that these meetings shall not be used to renegotiate this Agreement.
- 30.3 Such special meetings shall be held within 10 calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties.

**ARTICLE 31**  
**SAVINGS CLAUSE**

- 31.1 In the event any article, section, or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific article, section, or portion thereof specified in the court's decision. Upon request of either party, the parties agree to meet for the purpose of negotiating a substitute for that specific article, section, or portion thereof. All other articles, sections and portions of this Agreement shall remain valid and enforceable.
- 31.2 If any provisions of this Agreement are found to be in conflict with the statutory powers of the City Manager or the City, said statutory power of the City Manager or the City shall take precedence.

**ARTICLE 32**  
**ENTIRE AGREEMENT**

- 32.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining and that the understanding and Agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the City and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement.
- 32.2 This Agreement is complete in writing. It may be amended only by an instrument in writing, signed by the City and appropriate union representatives. Such an amendment may be effective during the term of this Agreement and may extend the term of this Agreement. This Agreement does not operate to include, nor does it obligate the City to continue in effect, any working conditions, benefit or past practice which is not covered or contained in this Agreement.
- 32.3 No wage or benefit increases are automatic unless expressly provided in this Agreement, but may be the subject of a timely request for collective bargaining.

**ARTICLE 33**  
**DURATION OF AGREEMENT**

33.1 This Agreement shall commence and become effective on ~~November~~October 1, 2013~~2016,~~ and shall continue in full force and effect until midnight of ~~the October 31~~September 30, ~~2016~~2019. If either party desires to negotiate a successor agreement, it may do so by giving the other party written notice to that effect.

SIGNATURE PAGE

In witness whereof, the parties have set their hands this ~~4th~~   th day of ~~November~~February, ~~2013~~2016.

FOR THE CITY

FOR THE UNION

\_\_\_\_\_  
William C. Latham  
Mayor

\_\_\_\_\_  
~~Andy Bemis~~Ronnie Burris  
~~Business Manager~~Field Representative

\_\_\_\_\_  
George D. Forbes  
City Manager

\_\_\_\_\_

\_\_\_\_\_  
~~Judy Bullock~~Laurie Scott  
City Clerk

\_\_\_\_\_

**APPENDIX A**

**SECTION I  
CLASSIFICATIONS AND PAY GRADES**

<b>CLASSIFICATION</b>	<b>POSITION TITLE</b>	<b>GRADE</b>
Administrative & Fiscal	Accounting Technician	<del>118</del> <u>119</u>
	Buyer	120
	Collections Representative	119
	<del>Computer Systems Oper./Web Admin.</del>	<del>124</del>
	Customer Service Representative I	<del>115</del> <u>116</u>
	Customer Service Representative II	<del>117</del> <u>118</u>
	Purchasing Specialist	<del>115</del> <u>116</u>
	Storekeeper	<del>116</del> <u>117</u>
Planning & Development	Building Codes Inspector	<del>124</del> <u>125</u>
	Code Enforcement Inspector	<del>120</del> <u>121</u>
	Permit Specialist	<del>116</del> <u>117</u>
	Senior Permit Specialist	<del>118</del> <u>119</u>
Landscape & Maintenance	Building Attendant	<del>109</del> <u>110</u>
	Building Maintenance Mechanic	118
	Equipment Mechanic	<del>118</del> <u>119</u>
	Lead Equipment Mechanic	120
	Maintenance Worker I	<del>112</del> <u>114</u>
	Maintenance Worker II	<del>115</del> <u>116</u>
	Maintenance Worker III	<del>116</del> <u>117</u>
Public Safety	Animal Control Officer	<del>115</del> <u>116</u>
	Community Service Officer	<del>115</del> <u>116</u>
	Parking Enforcement Coordinator	<del>118</del> <u>119</u>
	Police Records Specialist	<del>114</del> <u>115</u>
	Property & Evidence Officer	117
	Public Safety Communications Officer	<del>118</del> <u>119</u>
	Sr. Public safety Communications Officer	<del>121</del> <u>122</u>

**APPENDIX A**

**SECTION I  
CLASSIFICATIONS AND PAY GRADES**

<b>CLASSIFICATION</b>	<b>POSITION TITLE</b>	<b>GRADE</b>
Electric Utilities	Apprentice Lineworker	200
	Apprentice Relay Technician	200
	Consumption Technician	118
	Cut In-Cut Out Technician	<del>117</del> <u>118</u>
	Design Drafting Technician	120
	Electric Meter Technician	121
	<del>Electrical Engineer</del>	<del>132</del>
	<del>Electrical Engineer (Registered PE)</del>	<del>133</del>
	Electrical Engineering Technician I	117
	Electrical Engineering Technician II	122
	Journey Lineworker	202
	Lead Design Drafting/GIS Technician	122
	Line Crew Leader	203
	Meter Reader	<del>115</del> <u>117</u>
	Relay Technician	202
	Relay/Substation Crew Leader	203
	System Operator	201
	System Operator (NERC Certified)	202
System Operator/Programmer (NERC Cert)	203	
Public Works	Construction Project Manager	<del>128</del> <u>129</u>
	Crew Supervisor	<del>120</del> <u>122</u>
	Engineering Design/GIS Technician	122
	Equipment Operator	<del>117</del> <u>118</u>
	General Supervisor	<del>122</del> <u>123</u>
	Heavy Equipment Operator	<del>118</del> <u>119</u>
	Lift Station Mechanic	<del>118</del> <u>119</u>
	Maintenance Worker I	<del>112</del> <u>114</u>
	Maintenance Worker II	<del>115</del> <u>116</u>
Maintenance Worker III	<del>116</del> <u>117</u>	

APPENDIX A

SECTION I  
CLASSIFICATIONS AND PAY GRADES

CLASSIFICATION	POSITION TITLE	GRADE
Public Works	Plant Maintenance Helper	<del>114</del> 115
	Plant Operating/Training Specialist	<del>123</del> 125
	Sanitation Supervisor	121
	Senior Lift Station Mechanic	<del>119</del> 120
	Senior Utility Plant Operator	<del>122</del> 124
	Traffic Marking/Signage Supervisor	<del>120</del> 121
	Utility Plant Instrumentation Technician	<del>122</del> 124
	Utility Plant Mechanic	<del>119</del> 121
	Utility Plant Operator	<del>120</del> 122
	Utility Plant Operator Trainee	<del>114</del> 116
	Utility Service Worker I	<del>115</del> 117
	Utility Service Worker II	<del>117</del> 119
	Utility Service Worker III	<del>118</del> 120

**APPENDIX A**

**SECTION II  
PAY GRADE SCHEDULE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
109	\$8.75 \$18,200.00	\$11.46 \$23,836.80	\$14.17 \$29,473.60
110	\$9.19 \$19,115.20	\$12.05 \$25,064.00	\$14.90 \$30,992.00
111	\$9.65 \$20,072.00	\$12.67 \$26,353.60	\$15.68 \$32,614.40
112	\$10.13 \$21,070.40	\$13.27 \$27,601.60	\$16.40 \$34,112.00
113	\$10.64 \$22,131.20	\$13.95 \$29,016.00	\$17.26 \$35,900.80
114	\$11.17 \$23,233.60	\$14.66 \$30,492.80	\$18.15 \$37,752.00
115	\$11.73 \$24,398.40	\$15.37 \$31,969.60	\$19.01 \$39,540.80
116	\$12.32 \$25,625.60	\$16.15 \$33,592.00	\$19.97 \$41,537.60
117	\$12.94 \$26,915.20	\$16.96 \$35,276.80	\$20.98 \$43,638.40
118	\$13.59 \$28,267.20	\$17.82 \$37,065.60	\$22.04 \$45,843.20
119	\$14.27 \$29,681.60	\$18.71 \$38,916.80	\$23.15 \$48,152.00
120	\$14.98 \$31,158.40	\$19.64 \$40,851.20	\$24.30 \$50,544.00
121	\$15.73 \$32,718.40	\$20.62 \$42,889.60	\$25.50 \$53,040.00
122	\$16.52 \$34,361.60	\$21.68 \$45,094.40	\$26.83 \$55,806.40
123	\$17.35 \$36,088.00	\$22.74 \$47,299.20	\$28.13 \$58,510.40

**APPENDIX A**

**SECTION II  
PAY GRADE SCHEDULE**

GRADE	MINIMUM	MIDPOINT	MAXIMUM
124	\$18.22 \$37,897.60	\$23.89 \$49,691.20	\$29.55 \$61,464.00
125	\$19.13 \$39,790.40	\$25.09 \$52,187.20	\$31.05 \$64,584.00
126	\$20.09 \$41,787.20	\$26.33 \$54,766.40	\$32.57 \$67,745.60
127	\$21.09 \$43,867.20	\$27.64 \$57,491.20	\$34.19 \$71,115.20
128	\$22.14 \$46,051.20	\$29.02 \$60,361.60	\$35.89 \$74,651.20
129	\$23.25 \$48,360.00	\$30.48 \$63,398.40	\$37.70 \$78,416.00
130	\$24.41 \$50,772.80	\$31.99 \$66,539.20	\$39.57 \$82,305.60
131	\$25.63 \$53,310.40	\$33.59 \$69,867.20	\$41.55 \$86,424.00
132	\$26.91 \$55,972.80	\$35.27 \$73,361.60	\$43.63 \$90,750.40
133	\$28.26 \$58,780.80	\$37.04 \$77,043.20	\$45.81 \$95,284.80
201	\$23.43 \$48,734.40	\$24.03 \$49,982.40	\$24.61 \$51,188.80
202	<del>\$25.50</del> <u>27.20</u> <del>\$53,040.00</del> <u>56,576.00</u>	<del>\$29.25</del> <u>31.20</u> <del>\$60,840.00</del> <u>64,896.00</u>	<del>\$33.00</del> <u>35.20</u> <del>\$68,640.00</del> <u>73,216.00</u>
203	<del>\$27.14</del> <u>29.33</u> <del>\$56,451.20</del> <u>61,006.40</u>	<del>\$31.07</del> <u>33.64</u> <del>\$64,625.60</del> <u>69,971.20</u>	<del>\$35.00</del> <u>37.95</u> <del>\$72,800.00</del> <u>78,936.00</u>

**APPRENTICE CAREER DEVELOPMENT PROGRAM  
PAY GRADE SCHEDULE**

GRADE	BEGINNING OF YEAR 1	BEGINNING OF YEAR 2	BEGINNING OF YEAR 3	BEGINNING OF YEAR 4
200	\$17.68 \$36,774.40	\$19.45 \$40,456.00	\$21.40 \$44,512.00	\$25.00 \$52,000.00

## APPENDIX B

### POSITION CLASSIFICATION AND PAY PLAN

#### A. Appointments and Starting Rates

- 1) The minimum salary established for a position is considered the normal appointment rate for new employees.
- 2) Appointments below or above the minimum salary may be authorized by the City Manager if the applicant's training, experience or other qualifications are substantially above those required for the position. Exceptions are as noted in the trainee category.
- 3) When an employee is promoted from a lower to a higher pay grade, the promotion shall always include a minimum of a five percent (5%) salary increase, (this provision shall apply to promotions only and not to transfers or qualification advancements).

#### B. Administration of the Pay Plan

- 1) The Pay Grade Schedule provides pay grades and salary ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.
- 2) An employee may receive a salary increase by means of a merit salary advancement, promotion or reclassification, provided there is an availability of funds.
- 3) The rate of pay of an employee within the pay grade will depend on merit. There are no provisions in the pay plan for automatic salary advancement as all merit increases are to be based upon work performance and other pertinent factors as evaluated by the employee's supervisor.
- 4) The City Manager may approve special salary increases based on evaluation of performance.

#### C. Merit Increases

- 1) A merit salary advancement is a salary increase within the same pay grade and is not considered to be automatic but based upon an evaluation of performance of an individual.
- 2) An employee is eligible for a merit salary advancement on the anniversary date of his/her employment in the position, as warranted by performance, provided that funds are available for the increase.

- 3) Rules guiding the performance evaluation system determine whether there will be no increase or the increase will be 2% to 3% of the midpoint within the employee's current pay grade. Recommendations for no increase or salary decrease must be justified.
- 4) Merit increases in excess of 2% of the midpoint within the applicable pay grade may be justified for employees deserving special recognition and must be approved by the City Manager,

D. Probationary Increases

Upon satisfactory completion of the probationary period as a new employee or following a promotion, the employee shall be eligible for a merit salary advancement of 3% to 5% over the employee's current rate of pay.

E. Apprentice Career Development Program

Employees participating in the Apprentice Lineworker or Apprentice Relay Technician Career Development Program will progress through the salary grade assigned to the job classification commensurate with their completion of all education, training and performance requirements of the program as well as annual performance evaluations.

At the beginning of the 5<sup>th</sup> year; upon satisfactory completion of the apprenticeship program, apprentices will be eligible for a qualification advancement to grade 202. Apprentices will remain in grade 200 until satisfactory completion of the program. Apprentices who successfully complete the program, demonstrate competency and maintain satisfactory performance, as determined by the City, shall be eligible for a 10% salary increase upon qualification advancement.

This schedule eliminates pay increases upon satisfactory completion of the 6 month probationary period and replaces merit increases.

F. NERC Certified Operators

Electric System Operators who obtain NERC certification shall receive a qualification advancement to grade 202. ~~NERC Certified Electric System Operators who possess NERC certification and demonstrate competency in system operation through testing/training, and maintain satisfactory performance, as determined by the City have completed 3,120 hours on the Beaches Energy system, shall be eligible for a salary increase of 15% upon qualification advancement.~~

G. Lead Worker Category

A Lead Worker position is defined as a work assignment where duties of a supervisory nature are assigned over a group of positions classified the same as that of the Lead Worker. The assignment is typical in laboring or trade occupations where the foreman or supervisor must visit several locations during the hours of a work day and work crews are left on the job

without direct supervision.

The assignment of a Lead Worker should be made with care and be monitored periodically to assure that the employee is functioning in this capacity.

When assigned as Lead Worker the employee should receive up to a three percent (3%) increase above present pay while on the assignment. When the assignment is removed, the special pay provision will be removed. All Lead Worker assignments must be approved by the City Manager prior to any compensation payment.

H. Training Category

In the event an applicant does not meet the minimum qualifications but is otherwise qualified for the position, the hiring authority may request the appointment as a trainee. In such cases the employee would be hired at a rate of 10 to 30 percent below the minimum salary until the minimum qualifications have been satisfied. This category is used to train people on the job who have a potential to do the work but lack some of the skills or experience needed. The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

I. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee may be eligible for a lump sum award of 2% to 3% of the midpoint within the employee's current pay grade, based upon the performance evaluation, once the individual has achieved progression to the maximum pay in the assigned pay grade. EXCEL awards will be provided in one lump sum and will not be added to the employee's base pay. Appropriate tax exclusions will be made.
- 2) EXCEL lump sums may be awarded once every year. An EXCEL award shall not be given during the same year as a merit increase. Exception is granted if the individual is recommended for an increase and in order to award the increase it is necessary to combine the merit increase with a lump sum EXCEL amount so that the employee's pay rate does not exceed the maximum rate for the pay grade.

J. Effective Date

The Position Classification and Pay Plan shall be effective on ~~November-October 1, 2013~~ 2016 and shall remain in force and effect until ~~October 31~~ September 30, 2014 ~~2019~~.

**APPENDIX "C"**

**ADDITIONAL PAYS**

<u>License/Certification</u>	<u>Annual Amount</u>	<u>Positions Qualified</u>	<u>Department</u>
Lawn & Ornamental Pesticide License or Restricted Use Lawn & Ornamental Pesticide License	\$500	Maintenance Worker I, II & III Equipment Operator Crew Supervisor General Supervisor	Grounds Maintenance
Water C License	\$500	Utility Plant Mechanic	Public Works Water or PCP
Wastewater C License	\$500	Utility Plant Mechanic Lift Station Mechanic Sr. Lift Station Mechanic	Public Works Water or PCP
Water or Wastewater C License (Dual Certification)	\$500	Utility Operators, Senior Operators & Plant Operations/Training Specialists who obtain a dual "C" License in Wastewater Operations or in Water Operations	Public Works Water or PCP

**ADDITIONAL PAYS**

<u>License/Certification</u>	<u>Annual Amount</u>	<u>Positions Qualified</u>	<u>Department</u>
Water or Wastewater B License	\$500	Utility "C" Operators & Senior Operators Lab Technician Plant Operations/Training Specialist	Public Works
Water or Wastewater A License	\$500	Utility "C" or "B" Operators & Senior Operators Lab Technician Plant Operations/Training Specialist	Public Works
Water Distribution Technician Certificate or System Operator License	\$500	Crew Supervisor	Public Works (Dist & Collection)
Wastewater Collection Technician	\$500	Crew Supervisor Lift Station Mechanic Sr. Lift Station Mechanic	Public Works (Dist & Collection)
Backflow Tester/Repairer License	\$500	Utility Operators & Senior Operators Utility Plant Mechanics Utility Service Worker III	Public Works
Welding Certificate	\$500	Utility Plant Mechanic	Public Works

## **ADDITIONAL PAYS**

<u>License/Certification</u>	<u>Annual Amount</u>	<u>Positions Qualified</u>	<u>Department</u>
Federally Qualified Apprenticeship Training Program	\$500 (2yrs) \$500 (additional upon completion)	Line Truck Operator Cut In Cut Out Technician	Electric
Building Inspector License	\$500	Building Codes Inspector Codes Enforcement Inspector	Planning & Development
1 & 2 Family Dwelling Inspector	\$250	Code Enforcement Officer	Planning & Development
Code Enforcement Professional	\$250	Code Enforcement Officer	Planning & Development
Plumbing or Mechanical Inspector (limited payment for one license)	\$500	Building Codes Inspector Codes Enforcement Officer	Planning & Development
Electrical Inspector (Residential & Commercial)	\$500	Building Codes Inspector Codes Enforcement Officer	Planning & Development

### **ADDITIONAL PAYS**

These monies are not payable in positions which require the certification or license as part of the minimum requirements for the position. They are payable only while the individual holds the position listed.

Additional pays are limited to \$1,500 annually to any one person except for the following position:

Title	Limit
Utility Plant Operators who obtain dual certification in water and wastewater operations.	\$2,000

## APPENDIX D

### DRUG POLICY

#### I. DEFINITIONS

1. "Alcohol" means ethyl alcohol (ethanol). References to use of alcohol include use of a beverage, mixture or preparation containing ethyl alcohol.

2. "Illegal Drugs" means any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not possessed or taken in accordance with a lawful prescription. "Drug" means alcohol, including a distilled spirit, wine, a malt beverage, or an intoxicating liquor; an amphetamine; a cannabinoid; cocaine; phencyclidine (PCP); a hallucinogen; methaqualone; an opiate; a barbiturate; a benzodiazepine; a synthetic narcotic; a designer drug; a metabolite of any of the substances listed in this paragraph; and any controlled substance listed in Section 893.03, Fla. Stat.

3. "Reasonable suspicion" means a suspicion based upon a belief that an employee is using or has used drugs in violation of the employer's policy drawn from specific objective facts and articulable facts and reasonable inferences drawn from those facts that are able to be drawn from these facts in light of the observers experience.

4. "Drug Abuse" means the ingestion of any drug, as defined by this policy and controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription in excess of prescribed and/or legal limits. The term drug abuse also includes the commission of any act prohibited by Chapter 893, Florida Statutes, as amended from time to time.

5. "Drug Test" or "test" means any chemical, biological, or physical instrumental analysis administered, by a laboratory certified by the United States Department of Health and Human Services or licensed by the Agency for Health Care Administration, for the purpose of determining the presence or absence of a drug or its metabolites includes an immunoassay screen; all positive initial results will be confirmed by retesting the same urine sample by a second analytical procedure (currently gas chromatography/mass spectrometry (GCMS)).

6. "Employee" means a person who works for salary, wages, or other remuneration for the City, performs services for compensation and is covered by the Worker's Compensation Act.

7. "Employee Assistance Program" means an established program capable of providing expert assessment of employee personal concerns; confidential and timely identification services with regard to employee drug abuse; referrals of employees for appropriate diagnosis, treatment, and assistance; and follow-up services for employees who participate in the program or require monitoring after returning to work for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.

8. "Medical Review Officer (MRO)" means a licensed physician, employed with or contracted with the City, responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders, laboratory testing procedures, and chain of custody collection procedures; who verifies positive, confirmed test results, and who has the necessary and appropriate medical training to interpret and evaluate an individual's confirmed positive test result together with his or her medical history and any other relevant biomedical information.

9. "Under the Influence" means, for alcohol, .05 blood alcohol level and for drugs, the cutoff levels set by the National Institute on Drug Abuse (NIDA). Traces of alcohol between .01-.04 which do not fall under this definition shall still be considered cause for disciplinary action.

10. "Chain of Custody" refers to the methodology of tracking specified materials or substances for the purpose of maintaining control and accountability from initial collection to final disposition for all such materials or substances and providing for accountability at each stage in handling, testing, and storing specimens and reporting test results.

11. "Confirmed" when describing a test means a second analytical procedure used to identify the presence of a specific drug or metabolite in a specimen, which test must be different in scientific principle from that of the initial test procedure and must be capable of providing requisite specificity, sensitivity, and quantitative accuracy.

12. "Drug rehabilitation program: means a service provider that provides confidential, timely, and expert identification, assessment, and resolution of employee drug abuse.

13. "Safety-sensitive position" means 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 Section 110.1127, Fla. Stat., or a position in which a momentary lapse in attention could result in injury or death to another person.

## II. INTRODUCTION

Alcohol and drug abuse have become one of the nation's greatest problems. Unfortunately, we are not immune to such problems in the workplace. The City will not accept any risk that the safety of our employees, the safety of the general public, the quality of our services or work productivity may be impaired by the abuse of alcohol or use of illegal drugs.

This policy is implemented pursuant to Executive Order 12584 (Drug Free Workplace Act), the drug free workplace program requirements set forth in ss440.102 of the Florida Workers' Compensation Act, the Florida Administrative Rules 59A-24, Drug Free Workplace Standards (440.102), 49 C.F.R. Part 391 - Department of Transportation Controlled Substance Testing, 49 C.F.R., Part 40-Department of Transportation Procedures for Workplace Drug Testing Program and ss316.302 Florida Statutes, traffic and safety for commercial motor vehicles.

### III. POLICY

It is the policy of the City to maintain a drug-free workplace. As a condition of continued employment, all employees must refrain from using illegal or unprescribed drugs on or off the job and abide by the terms of this policy. It is a condition of employment that employees do not report to work with the presence of drugs or alcohol in their bodies. The use, sale, manufacture, distribution, purchase, possession, dispensing, or being under the influence of illegal drugs, or non-prescribed controlled substances on or off the job is strictly prohibited.

The use, sale, distribution, possession or being under the influence of alcohol during the employee's working hours, in any work area on City property, while on City business or while operating a City owned or leased vehicle (or any vehicle being used for City business) is strictly prohibited.

In order to detect the use of these substances, as described above, employees will be directed to submit to urinalysis drug tests, blood tests, breath or saliva tests. Employees who refuse to be tested or who test positive for drugs or alcohol will be subject to discipline, up to and including termination of employment, and any illegal drugs found on City property will be turned over to appropriate law enforcement authorities. Pursuant to the Federal Highway Administration Controlled-Substance Testing Regulations, a person who tests positive for the use of controlled substance for which the City is testing is medically unqualified to operate a commercial motor vehicle. Furthermore, if a driver refuses to be tested, such refusal will be treated as a positive test and the driver will not be permitted to operate a commercial motor vehicle. An employee injured on the job who refuses a drug test or whose test is confirmed positive will forfeit all workers' compensation medical and indemnity benefits in addition to any disciplinary action.

The use of alcoholic beverages by City employees on City premises or on City assignment may take place only when part of an approved city function. The authorization of alcoholic beverages at such functions does not relieve employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other employees, the general public, or the City's reputation.

Employees with substance abuse problems are urged to discuss a rehabilitation option with their Employee Assistance Provider and/or a local drug and alcohol rehabilitation program. A representative sampling of such local programs and their respective contact information is attached to this policy. Employees who voluntarily come forward and admit (without being directed to submit to testing and absent any misconduct or injury or property damage) to being a user of illegal drugs shall be offered the opportunity for counseling or rehabilitation.

Employees who wish to contact the City Employee Assistance Program directly are encouraged to do so. This is a confidential service that can be utilized without City involvement. Information regarding this assistance program is attached and if you have any questions please contact the Personnel Department or your supervisor.

This policy is part of the collective bargaining agreement and employees retain the right to appeal any alleged violations of the collective bargaining agreement to the Public Employees Relations Commission or applicable court.

## IV. RULES

### A) Prohibition

- 1) Use or possession of any illegal drug is prohibited.
- 2) Possession of alcohol while on City premises or on duty is prohibited.
- 3) Being under the influence of any illegal drug or alcohol while on duty is prohibited.
- 4) Sale, manufacture, distribution, or dispensation of any illegal drugs is prohibited.

EXCEPTION: Use or possession of a controlled drug that is prescribed to an employee is permitted as prescribed for and used by that employee only. Such prescriptions can have a direct impact on vigilance, judgment, coordination, vision, hearing and alertness. Therefore, an employee who must use prescribed drugs during work and whose physician advises that performance or behavior could be negatively affected by such use, must report this fact to their supervisor, Department Director or the Personnel Director before they report to duty.

Possession or use of alcohol while on City premises is allowed only during social and recreational events where alcohol is permitted. This does not relieve employees from the responsibility of exercising moderation and judgment so as not to represent a danger to themselves, other employees, the general public, or the City's reputation.

### B) Circumstances Warranting Testing

1) If the City has "Reasonable suspicion" that an employee has consumed or is under the influence of alcohol or illegal drugs the employee will be asked to undergo a urinalysis and/or blood test as directed. Reasonableness will be established when two managerial/supervisory employees concur that there is a reasonable suspicion that an employee is using, under the influence of, in possession of illegal drugs or alcohol while on duty, or that the employee is abusing illegal drugs or alcohol which is affecting job performance or represents a threat to the safety of the employee, his co-workers, or the public. In circumstances where it is not feasible to have two managerial/supervisory employees concur that there is reasonable suspicion, (no other supervisor is available or time is critical in ordering the test) testing may be ordered by one supervisor/manager. This will include incidents where employees are involved in an accident involving personal injury or property damage.

2) After-care monitoring. Anytime within two years after an employee has tested positive for the presence of illegal drugs or alcohol or admitted inappropriate or illegal usage after completing initial rehabilitation, whichever is later is subject to follow-up testing. After an employee tests positive for the presence of alcohol or drugs or admits the inappropriate or illegal use of alcohol or drugs, the employee shall submit to random follow-up testing at least once a year, at the City's direction, for a 2-year period commencing upon completion of the drug rehabilitation program.

3) Routine Medical (Fitness for Duty) Examinations. Employees who are otherwise routinely scheduled for medical examinations will be tested for illegal drugs and alcohol as part of the medical examination.

4) Random Drug Testing. Limited to employees operating vehicles which have been identified to fall under Department of Transportation Alcohol and Drug Testing Rules.

5) Post Accident Testing. All employees operating vehicles which have been identified to fall under DOT Alcohol and Drug Testing Rules if ticketed for a moving violation as a result of a reportable accident.

### C) Tests

1) Whenever an employee is required to be tested they shall provide urine or blood specimens as directed by the City contracted collection/testing facility.

2) Testing/collection shall be conducted at a City contracted facility. Testing will be conducted in accordance with U.S. Department of Health & Human Services and NIDA guidelines. Post accident testing will also be conducted in accordance with the Florida Workers' Compensation guidelines and positive test results will be reported to the insurance carrier.

3) The type of tests to be conducted will be determined by the City in compliance with applicable Federal and State Laws. A listing of the drugs for which an individual will be tested shall be provided *immediately prior to the test* and shall include but not be limited to the following:

- Alcohol/Beer (booze, drink, hard liquor, wine)
- Amphetamines (binhetamine, desoxyn, dexedrine)
- Barbiturates (phenobarbital, tuinal, amytal)
- Benzodiazepines
- Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, leaf, grass, weed, reefer)
- Cocaine/Cocaine metabolite (coke, blow, nose candy, snow, flake, crack)
- Opiates (opium, dover's powder, paregoric, parepectolin, codeine, morphine, heroin, demoral)
- Phencyclidine
- Myethaqualone
- Synthetic Narcotics
- Designer Drugs and Metabolites of any of the above listed drugs

The City reserves the right to test for additional drugs upon advance notice.

4) When an employee tests positive on an initial test a confirming test will be included in the testing procedure.

5) Any employee scheduled for testing has the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.

6) The City shall pay for the costs of any tests it requires.

7) Any employee who refuses to submit to substance abuse testing will be subject to discharge.

8) Employees required to be tested shall be driven to the testing facility by the City. Under no circumstances is an employee suspected of drug or alcohol abuse to be allowed to drive himself/herself to a test facility. Picture identification is required at the testing site.

#### D) Confidential History of Medication

Prior to any drug or alcohol testing, employees will be provided confidential "History of Medication" forms on which to report to an independent Medical Review Officer ("MRO") the use of prescription and non-prescription medications before being tested. Individuals testing positive for drug or alcohol use will be given an additional opportunity to provide this information to the MRO after being tested. A list developed by the Agency for Health Care Administration, of the most common drugs or medications (by brand name or common name, as well as by chemical name) which may alter or affect a drug test, is attached to this policy. The Medical Review Officer may also be consulted for technical information concerning prescription or non-prescription medication.

#### E) Explanation of Test Results

An or employee who receives a positive confirmed drug test result may contest or explain the result to the MRO within five (5) working days after written notification of the positive test result. If an employees' explanation or challenge is unsatisfactory to the MRO, the MRO will report the positive test result to the employer. The employer then has another five (5) working days to contact the employee again to advise him/her of the test result and the employee's right to appeal. The employee may contest the test result as provided by the Rules of the Division of Workers' Compensation by filing a timely claim for benefits with a Judge of Compensation Claims or, if no injury has occurred, with a court of competent jurisdiction. Any such challenge must be filed within 30 days after the individual receives notice that his or her explanation of the test result was unsatisfactory. In addition, at the individuals' own expense, employee may request to have a portion of the specimen retested at a state approved testing facility. If the individual contests the test result, the laboratory must be notified by the employee. The employee must also notify the laboratory of any administrative or civil action filed pursuant to Florida Statute Chapter 440.

#### F) Confidentiality

All information gathered as a result of a drug test on employees shall be considered confidential and maintained separately from personnel records. Information may be released only under a "need to know" basis or if authorized by law. Any individual found to violate this confidentiality, will be subject to disciplinary action up to and including discharge.

## G) Arrest or Conviction for Drug-Related Offenses

Any employee who is either arrested, indicted or convicted of a drug or alcohol related violation must report this information to his or her Supervisor no later than five (5) days after such arrest, indictment or conviction. Any employee who is convicted of a drug-related charge, and any employee who is arrested, or indicted, or convicted of a work-related drug or alcohol charge, may be subject to discipline, up to and including termination of employment.

## H) Violations

### 1. Drugs

#### a) Positive Test Results:

Employees-If an employee tests positive for being under the influence while on duty:

1) **1st incident of positive results**-Disciplinary action shall be issued which shall include at minimum a suspension. Any employee retained shall be offered a rehabilitation option as a condition of continued employment. Failure to accept rehabilitation or to complete rehabilitation shall be cause for immediate dismissal.

Cost of rehabilitation shall be the employee's responsibility; however it shall be coordinated with any insurance or EAPs provided by the City.

2) **2nd incident of positive results**-the employee will be immediately dismissed.

#### b) Selling or Possessing Illegal Drugs:

Employees found to be selling or possessing drugs shall be turned over to the local authorities. The City shall also take any disciplinary action it deems appropriate up to and including termination. Conviction of any of the above offenses will result in termination of employment.

### 2. Alcohol

#### a) Positive Test Results:

Employees-If an employee tests positive for being under the influence while on duty:

1) **1st incident of positive results** - the employee will receive a disciplinary suspension and be referred to the EAP.

2) **2nd incident of positive results**-Disciplinary action shall be issued by the City. Where the City determines it is appropriate, the employee may be offered a rehabilitation option as a condition of continued employment. Failure to accept rehabilitation or to complete it shall be cause for immediate dismissal.

Any further incident -- the employee will be immediately dismissed.

Cost of rehabilitation shall be the employee's responsibility; however, it shall be coordinated with any insurance or EAPs provided by the City.

**b) Possessing Alcohol on City premises or While on Duty:**

Employees found to be using or possessing alcohol on City premises or while on duty shall face disciplinary action up to and including termination of employment. (Exception see page 5 "Exception")

3. **Supervisors.** Supervisors who observe or have knowledge of employees committing any of the prohibitions of this policy are required to take appropriate action. Failure to do so will result in disciplinary action up to and including dismissal.

**APPENDIX E  
Grievance Form**

**REPORT OF GRIEVANCE (LIUNA)**

Grievance #: \_\_\_\_\_  
*(Do not complete)*

Grievant's Name: \_\_\_\_\_

Date Completed: \_\_\_\_\_

Job Title: \_\_\_\_\_

Date Incident occurred giving rise to Grievance: \_\_\_\_\_

Article and Section of Agreement violated and how violated: \_\_\_\_\_  
*(Include a complete description of the incident here)*

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

*(Attach additional pages if needed)*

Remedy Requested: \_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

Employee Signature: \_\_\_\_\_

***Step I-Supervisor Response***

***Date Grievance Received:*** \_\_\_\_\_

Grievance Settled:

Grievance Denied:

Date of Meeting: \_\_\_\_\_

Date Response Given: \_\_\_\_\_  
*(Attach Response Provided)*

Signature of Supervisor: \_\_\_\_\_

***Step II-Division Supervisor Response***

***Date Grievance Received:*** \_\_\_\_\_

Grievance Settled:

Grievance Denied:

Date of Meeting: \_\_\_\_\_

Date Response Given: \_\_\_\_\_  
*(Attach Response Provided)*

Signature of Supervisor: \_\_\_\_\_

**Step III-Superintendent or  
Department Director Response**

**Date Grievance Received:** \_\_\_\_\_

Grievance Settled:

Grievance Denied:

Date of Meeting: \_\_\_\_\_

Date Response Given: \_\_\_\_\_  
*(Attach Response Provided)*

Signature of Supervisor/Department Director: \_\_\_\_\_

**Step IV-City Manager**

**Date Grievance Received:** \_\_\_\_\_

Grievance Settled:

Grievance Denied:

Date of Meeting: \_\_\_\_\_

Date Response Given: \_\_\_\_\_  
*(Attach Response Provided)*

Signature of City Manager or Designee: \_\_\_\_\_

**Step V-Arbitration**

Date Arbitration Request Received: \_\_\_\_\_

Received by: \_\_\_\_\_  
City Manager/Designee

Note: Up through the level of Department Director, a meeting with the grievant is required. Failure of the City to respond at any level is deemed a denial of the grievance. Failure of the grievant to file within the time limits prescribed shall be deemed a withdrawal and settlement of the grievance. **At each stage of the grievance, the City should return a copy of the grievance to the grievant along with a copy of the City's response. It is the grievant's responsibility to ensure his/her grievance is filed at each appropriate level until resolved or withdrawn by the grievant.**

Employees of the bargaining unit may file a grievance without union representation.

Upon a supervisors receipt of the grievance he/she should contact the Personnel Department to report it.

**APPENDIX F**

**CITY OF JACKSONVILLE BEACH  
NOTIFICATION OF OUTSIDE EMPLOYMENT**

EMPLOYEE NAME \_\_\_\_\_

DEPARTMENT \_\_\_\_\_ TITLE \_\_\_\_\_

DATE OF NOTICE \_\_\_\_\_

OUTSIDE EMPLOYER NAME \_\_\_\_\_

JOB TITLE \_\_\_\_\_

DUTIES TO BE PERFORMED \_\_\_\_\_

BEGINNING DATE OF EMPLOYMENT \_\_\_\_\_

HOURS OF EMPLOYMENT \_\_\_\_\_

LOCATION OF EMPLOYMENT \_\_\_\_\_

\_\_\_\_\_  
Employee Date

\_\_\_\_\_  
Supervisor Date

\_\_\_\_\_  
Human Resources Representative Date

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6263

Fax: 904.247.6169

[www.jacksonvillebeach.org](http://www.jacksonvillebeach.org)

## **MEMORANDUM**

**TO:** George D. Forbes, City Manager  
**FROM:** Ann Meuse, Director of Human Resources  
**SUBJECT:** Resolution Number 1970-2017, Amending the Classification and Pay Plan, Effective October 1, 2016.  
**DATE:** January 24, 2017

## **ACTION REQUESTED**

Adopt Resolution Number 1970-2017, amending the Classification and Pay Plan for nonunion City positions to include one new position, a Database Administrator.

## **BACKGROUND**

On December 19, 2016, the City Council approved the Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions, which included reclassification of positions based on a study performed by Cody & Associates.

During labor negotiations with LIUNA, it came to the attention of the City that the Computer Systems Operator job description, which is a professional information technology position within the Finance Division, did not reflect the level of responsibility and role that it currently performs, nor did it fit within the positions included in the bargaining unit.

For this reason, the City requested and LIUNA has agreed to reclassify this position from the bargaining unit to a nonunion position. The City also updated and revised the job description for this position and requested Cody & Associates review it. Based on their review, Cody & Associate has recommended that this position be reclassified to a Database Administrator (Pay Grade 126).

## **RECOMMENDATION**

Adopt Resolution Number 1970-2017, amending the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City



**Memorandum to George Forbes**

**January 24, 2017**

positions, effective October 1, 2016. This will reclassify the Computer Systems Operator position to a non-union position and change the position title and grade to a Database Administrator (Pay Grade 126).

Introduced By: \_\_\_\_\_

Adopted: \_\_\_\_\_

**RESOLUTION NUMBER 1970-2017**

**A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NONUNION) CITY POSITIONS, EFFECTIVE OCTOBER 1, 2016.**

**WHEREAS**, The City Council has adopted a Classification and Pay Plan which establishes job classifications and salary ranges for each position which are competitive with similar positions in the labor market, and

**WHEREAS**, it periodically becomes necessary to update the Classification and Pay Plan to ensure positions are properly classified and compensated in accordance with skill levels, job duties, and supervisory responsibility.

**NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, THAT:**

**SECTION 1.** The City amends the Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) City positions attached hereto as *Attachment A*, which establishes the classification and pay grade for the Database Administrator position.

**SECTION 2.** The City Manager is hereby authorized to implement the amended pay plan and take any action necessary to carry out implementation not in conflict with any other laws or ordinances.

**SECTION 3.** This resolution shall take effect October 1, 2016.

**AUTHENTICATED** this \_\_\_\_ day of \_\_\_\_\_ 2017.

\_\_\_\_\_  
William C. Latham, Mayor

\_\_\_\_\_  
Laurie Scott, City Clerk

**SECTION II**  
**CLASSIFICATIONS AND PAY GRADES –By Classification**

CLASSIFICATION	POSITION TITLE	GRADE
Department Director	* Chief Financial Officer	138
	* Deputy City Manager	141
	* Director of Beaches Energy Services	141
	* Director of Human Resources	135
	* Director of Parks and Recreation	135
	* Director of Planning and Development	135
	* Director of Public Works	138
	* Fire Chief	137
	* Police Chief	138
Administrative, Fiscal & Related	* Accountant	126
	* Accounting Supervisor	130
	Administrative Assistant	120
	Assistant City Clerk	121
	* Assistant Customer Service Supervisor	125
	* Assistant Finance/Budget Officer	134
	* Assistant to the City Manager	123
	* Associate Business Analyst	126
	Building Maintenance Supervisor	122
	* Building Official	132
	* Business Analyst	131
	* Business Relations/Conservation Coordinator	122
	Chief Storekeeper	119
	* City Clerk	129
	Clerical Assistant	114
	* Customer Service Supervisor	129
	<u>Database Administrator</u>	<u>126</u>
	* GIS Administrator	130
	Human Resources Generalist	124
	* Information Systems Supervisor	134
	* Internal Auditor	129
	* Network Engineer	130
	* Payroll/Benefits Administrator	130
	Payroll Specialist	120
	* Planning Official	132
	Project/Safety Coordinator	118
	* Property Management Superintendent	125
	* Property and Procurement Officer	130
	Staff Assistant	117
	* Senior Planner	129
	* System Administrator	129
* System Administrator/Public Safety	129	
* Utilities Accountant/Analyst	125	

\* Exempt from overtime under the Fair Labor Standards Act.

**CLASSIFICATIONS AND PAY GRADES**  
**By Grade**

GRADE	POSITION TITLE
108	Golf Cart/Range Attendant
108	Golf Starter
108	Tennis Court Attendant
112	Golf Shop Attendant
112	Director of Golf Instruction
114	Clerical Assistant
114	Recreation Leader
115	Police Volunteer Coordinator
115	Recreation Program Assistant
117	Staff Assistant
117	* Facility Manager
118	Project/Safety Coordinator
120	Administrative Assistant
119	Chief Storekeeper
119	Ocean Rescue Supervisor
120	Payroll Specialist
119	Police Records Supervisor
124	Human Resources Generalist
121	Assistant City Clerk
125	* Assistant Customer Service Supervisor
122	Building Maintenance Supervisor
122	* Business Relations/Conservation Coordinator
122	Police Accreditation Manager
123	Recreation Supervisor
123	* Assistant to the City Manager
126	Public Safety Communications Supervisor
126	* Accountant
125	* Property Management Superintendent
<b>126</b>	<b><u>Database Administrator</u></b>
126	* Recreation Superintendent
125	* Utilities Accountant/Analyst
127	Utility Plant Maintenance Supervisor
126	* Golf Professional
126	* Associate Business Analyst
127	* Golf Course Superintendent
	Golf Course/Parks Maintenance
127	* Superintendent
127	* Meter Services Supervisor
129	Electric Safety & Training Supervisor
129	* Internal Auditor
129	* Senior Planner
129	* System Administrator
129	* System Administrator/Public Safety

\* Exempt from overtime under the Fair Labor Standards Act.

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## MEMORANDUM

**To:** George D. Forbes, City Manager

**From:** Heather Ireland, Senior Planner 

**Re:** **Ordinance No. 2017-8086**, amending Ordinance No. 2011-8001 governing the Baptist Medical Center – Beaches, revising the approved Preliminary Development Plan to reflect the final plans for the South Pavilion expansion of the main hospital building, including relocation of an internal roadway, and the relocation of the existing helipad.

**Date:** January 23, 2017

---

### ACTION REQUESTED:

**Adopt Ordinance No. 2017-8086**, amending Ordinance No. 2011-8001 governing the Baptist Medical Center - Beaches, revising the approved Preliminary Development Plan to reflect the final plans for the South Pavilion expansion of the main hospital building, including relocation of an internal roadway, and the relocation of the existing helipad.

### BACKGROUND:

The applicant, Baptist Medical Center - Beaches, is requesting to amend the PUD Ordinance governing the hospital-owned property located between 13<sup>th</sup> and 16<sup>th</sup> Avenues South. Specifically, they seek to modify the approved Preliminary PUD Development Plan approved June 1, 2011 with Ordinance No. 2011-8001. The modifications to the approved Preliminary PUD Development Plan consist of:

- A modified footprint for the “South Pavilion” expansion,
- The relocation of an internal roadway, and associated parking modifications, and
- The relocation of the existing helipad.

Staff advised the applicant that a PUD amendment would be required due to internal roadways being moved more than five feet, and due to the modification to the South Pavilion addition footprint. The changes do not add bed capacity to the hospital, which is currently approved for 182 beds. The modifications will not



negatively impact the existing parking supply. The overall parking requirement for the hospital campus with the new South Pavilion addition is 858 spaces. The proposed PUD Development plan provides 1,108 spaces. The proposed Preliminary PUD Development Plan dated December 27, 2016, is attached as "Exhibit A" to Ordinance No. 2017-8086. Also attached, following the ordinance, is a copy of the currently approved Preliminary PUD Development Plan, for comparison.

The Planning Commission conducted a required public hearing on the application on Tuesday, December 27, 2016, and voted unanimously to recommend its approval by the City Council.

**RECOMMENDATION:**

1. **Adopt Ordinance No. 2017-8086**, amending Ordinance No. 2011-8001 governing the Baptist Medical Center - Beaches, revising the approved Preliminary Development Plan to reflect the final plans for the South Pavilion expansion of the main hospital building, including relocation of an internal roadway, and the relocation of the existing helipad.
2. **Approved Findings of Fact, Ord. No. 2017-8086**, dated February 6, 2017.

# **FINDINGS OF FACT** **Ordinance No. 2017-8086**

**February 6, 2017**

**SUBJECT:** Ordinance 2017-8086, amending PUD Ordinance No. 2011-8001 by revising the approved Preliminary PUD Development Plan for the *Baptist Medical Center – Beaches* by changing the footprint of the proposed South Pavilion addition to the hospital building, which also changes the configuration of certain internal driveways and parking areas, and relocates the existing helipad.

Pursuant to Article VI, Section 34-211(c) of the Land Development Code of the Jacksonville Beach Code of Ordinances, the City Council shall consider the adoption of an ordinance enacting an amendment to the Zoning Atlas or Code based on only one (1) or more of the following factors, provided however, that in no event shall an amendment be approved which will result in an adverse community change in which the proposed development is located.

- (1) Whether the proposed amendment is consistent with the comprehensive plan;
- (2) Whether the proposed amendment is in conflict with any portion of the LDC;
- (3) Whether and the extent to which the proposed amendment is consistent with existing and proposed land uses;
- (4) Whether and the extent to which there are any changed conditions that require an amendment;
- (5) Whether and the extent to which the proposed amendment would result in demands on public facilities, and whether and the extent to which the proposed amendment would exceed the level of service standards established for public facilities in the comprehensive plan;
- (6) Whether, and the extent to which, zoning district boundaries are not properly drawn on the official zoning atlas;
- (7) Whether and the extent to which the proposed amendment would result in significantly adverse impacts on the natural environment, including, but not limited to, water, air, stormwater management, wildlife, vegetation, wetlands, and the natural functioning of the coastal environment;
- (8) Whether and the extent to which the proposed amendment would adversely affect the property values in the area;
- (9) Whether and the extent to which the proposed amendment would result in a logical and orderly development pattern;
- (10) Whether it is impossible to find other lands in the city for the proposed use in a zoning district that permits such use as of right.

Based on a review of the rezoning application, staff analysis of the information submitted, and the public hearings on the proposed PUD development plan amendments conducted on January 17, 2017 and February 6, 2017, the City Council has found that the applicant has fulfilled their burden to show that the proposed PUD amendment should be approved as follows:

1. There are adequate public facilities available to serve the existing and proposed uses of the subject property.
2. Adjacent properties should not be negatively impacted by the proposed South Pavilion building addition and associated site modifications. On-site parking and open space provision within the subject property will remain compliant with minimum Land Development Code standards.
3. The existing and proposed uses of the subject property for hospital facilities are consistent with the *Institutional* Future Land Use designation of the property in the 2010 Comprehensive Plan.
4. The proposed PUD amendment was reviewed by staff and unanimously recommended for approval by the Jacksonville Beach Planning Commission, prior to its consideration by the City Council.
5. There was no testimony presented at either the Planning Commission public hearing or the two Council public hearings to dispute the presentments of the applicant.

Introduced by: Council Member Jeanell Wilson  
1<sup>st</sup> Reading: January 17, 2017  
2<sup>nd</sup> Reading: \_\_\_\_\_

**ORDINANCE NO. 2017-8086**

**AN ORDINANCE TO AMEND PLANNED UNIT DEVELOPMENT ORDINANCE NUMBER 2011-8001, SUPPLEMENTING THE COMPREHENSIVE ZONING REGULATIONS AND ZONING ATLAS FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS PROVIDED UNDER CHAPTER 34 OF THE CODE OF ORDINANCES OF SAID CITY.**

**WHEREAS**, the City Council of the City of Jacksonville Beach, Florida, heretofore enacted and established a Land Development Code and Zoning Atlas for said City; and

**WHEREAS**, the City Council approved the rezoning of certain lands in the City from *Residential, multiple family: RM-1 to Planned Unit Development: PUD* on April 19, 2004 via Ordinance No. 2004-7873, for the hospital and related facilities of Baptist Medical Center - Beaches; and

**WHEREAS**, Baptist Medical Center - Beaches subsequently acquired additional property adjacent to the established hospital PUD and gained approval by the City Council for its hospital-related use on August 15, 2005, via *Planned Unit Development: PUD* Ordinance No. 2005-7907; and

**WHEREAS**, Baptist Medical Center - Beaches consolidated its three Jacksonville Beach properties into a single comprehensive *Planned Unit Development: PUD* on September 6, 2011, via *Planned Unit Development: PUD* Ordinance No. 2011-8001, and also amended the approved Preliminary PUD Development Plan, and gained approval of an overall site directional and identification signage plan for the consolidated properties; and

**WHEREAS**, Baptist Medical Center - Beaches now desires to modify the approved Preliminary PUD Development Plan to reconfigure the South Pavilion addition shown on the plan in "Exhibit A" attached to Ordinance No. 2011-8001, which also requires reconfiguration of parking and driveway areas and the relocation of the existing helipad; and

**WHEREAS**, the City Council has considered the application, all relevant support materials, the staff report, the recommendation of the Planning Commission, and public testimony given at the public hearings.

**NOW, THEREFORE, BE IT ORDAINED BY THE CITY COUNCIL OF JACKSONVILLE BEACH, FLORIDA:**

**SECTION 1.** The City Council has considered the adoption of this ordinance based on one or more of the factors listed in Section 34-211(c) of the Land Development Code and hereby finds that this amendment will not result in an adverse change in the community in which it is located.

**SECTION 2.** The City Council further finds that the PUD Amendment application dated December 2, 2016 complies with the standards set forth in Section 34-348(j)(3) of the Land Development Code.

**SECTION 3.** That the Preliminary PUD Development Plan dated January 6, 2004 as revised through January 1, 2011, and included in Exhibit A to Ordinance No. 2011-8001, is hereby amended by replacement with a new Preliminary PUD Development Plan, dated December 27, 2016 and attached as "Exhibit A" to this ordinance.

**SECTION 4.** Except as provided herein, all other portions of the Jacksonville Beach Land Development Code and Zoning Atlas remain in effect.

**SECTION 5.** All ordinances or parts of ordinances in conflict herewith be and the same are, to the extent the same may in conflict, hereby repealed.

**SECTION 6.** This ordinance shall take effect upon its adoption and recordation with the Clerk of Circuit Court, Duval County, Florida.

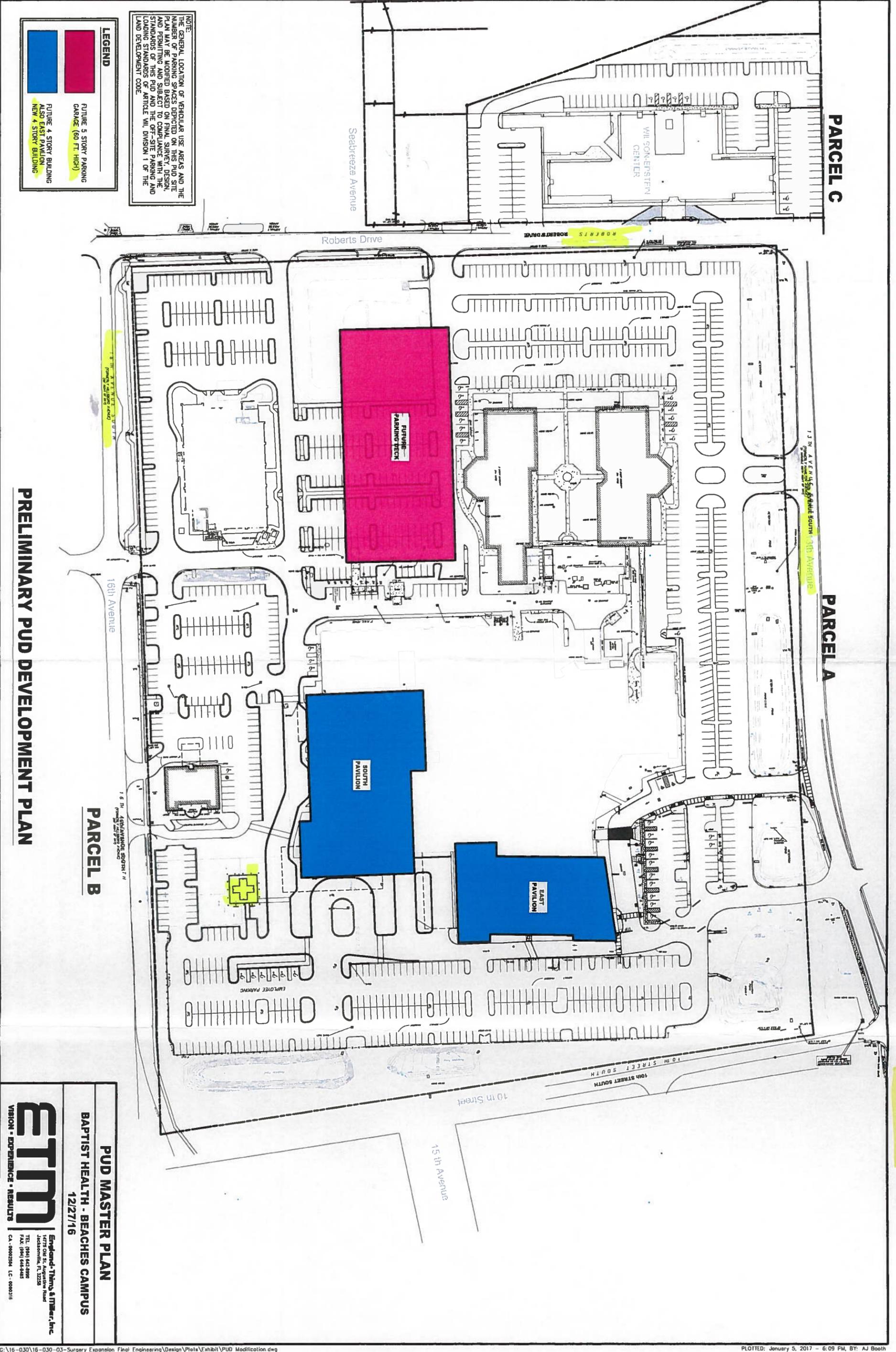
**AUTHENTICATED THIS \_\_\_\_\_ day of \_\_\_\_\_, 2017.**

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William C. Latham, MAYOR

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Laurie Scott, CITY CLERK



**NOTE:**  
 THE GENERAL LOCATION OF VEHICULAR USE AREAS AND THE NUMBER OF PARKING SPACES DEPICTED ON THIS PUD SITE PLAN MAY BE MODIFIED BASED ON FINAL SURVEY, DESIGN AND PERMITTING AND SUBJECT TO COMPLIANCE WITH THE STANDARDS OF THIS PUD AND THE OFF-SITE PARKING AND LOADING STANDARDS OF ARTICLE VII, DIVISION 1 OF THE LAND DEVELOPMENT CODE.

**LEGEND**

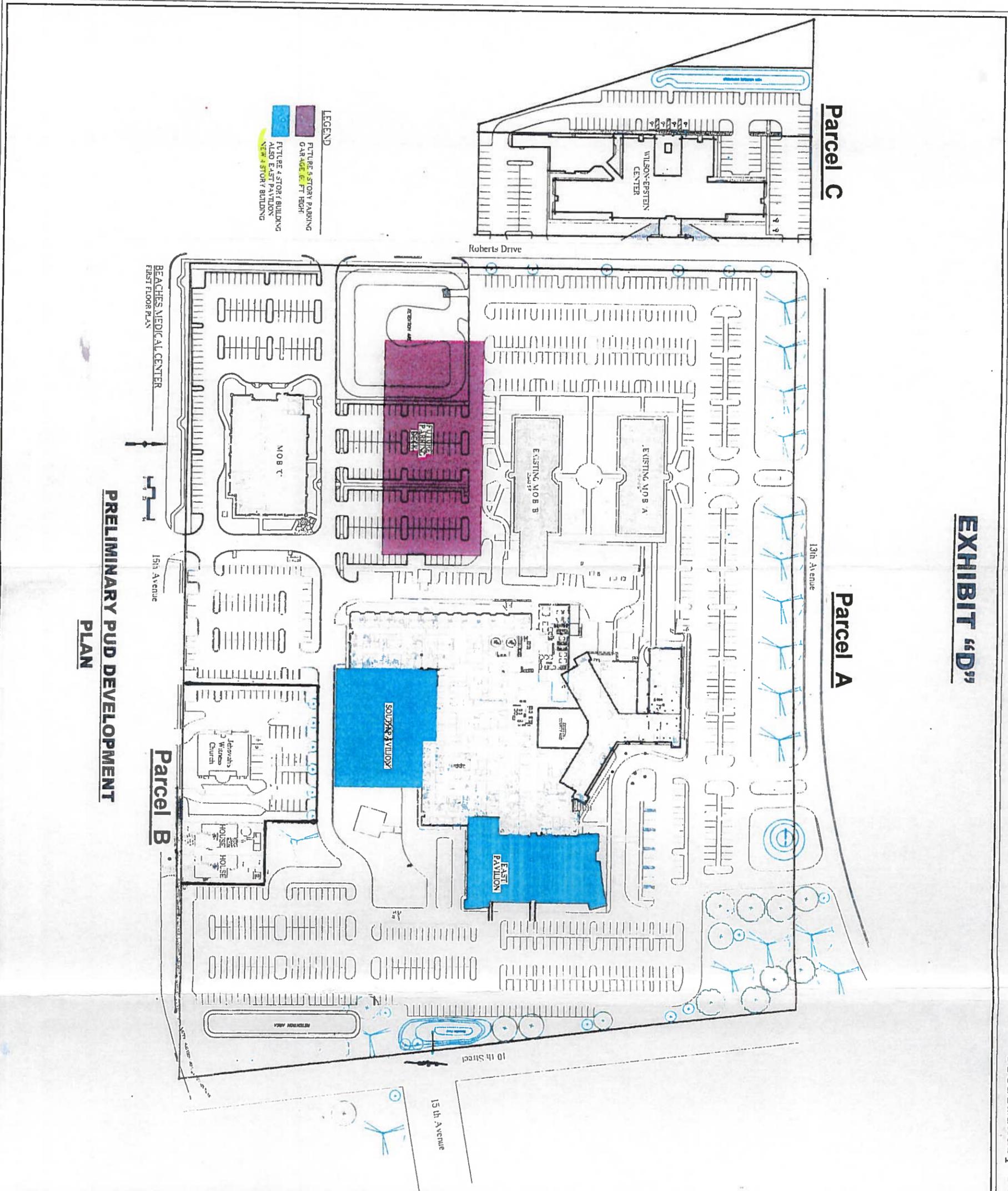
	FUTURE 5 STORY PARKING GARAGE (60 FT. HIGH)
	FUTURE 4 STORY BUILDING ALSO EAST PAVILION NEW 4 STORY BUILDING

**PRELIMINARY PUD DEVELOPMENT PLAN**

**PUD MASTER PLAN**  
**BAPTIST HEALTH - BEACHES CAMPUS**  
 12/27/16

**ETM**  
 ENGINEERS - ARCHITECTS - INTERIORS  
 VISION - EXPERIENCE - RESULTS  
 4075 ONE ST. AUGUSTINE ROAD  
 JACKSONVILLE, FL 32218  
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 FAX: (904) 666-6665  
 CA - 0002204 LC - 0000316

# EXHIBIT "D"



<p>SCALE</p>	<p>04/01/11</p> <p>05/08/11</p> <p>DATE REVISION</p>	<p>ISSUE DATE 01/04/04</p>	 <p><b>BAPTIST</b> MEDICAL CENTER</p>	<p>BAPTIST MEDICAL CENTER 1350 13TH AVENUE SOUTH JACKSONVILLE BEACH, FLORIDA 32250</p>	<p><b>MASTER PLAN</b></p>
<p><b>MASTER PLAN BUILDING PROGRAM</b></p>					
<p><b>SCALE: NTS</b></p>					
<p>LOG NO. E3 Baptist Health, \Drawing\</p>					
<p><b>C E A T N E</b></p>					
<p>SHEET NUMBER</p> <p><b>A101</b></p> <p>1 OF 1</p>					