



Agenda
City Council

Tuesday, January 22, 2019

7:00 PM

Council Chambers

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

CALL TO ORDER

ROLL CALL

APPROVAL OF MINUTES

19-001 Council Workshop Held December 17, 2018

19-002 Regular Council Meeting Held December 17, 2018

ANNOUNCEMENTS

COURTESY OF THE FLOOR TO VISITORS

MAYOR AND CITY COUNCIL

19-003 Presentation of Lifetime Achievement Award to Police Chief Patrick Dooley

19-004 Presentation of Employee of the Quarter to Trevor Hughes

CITY CLERK

CITY MANAGER

- 19-005** Appoint City Council Member Georgette Dumont to Serve on the General Employees' Pension Board of Trustees
- 19-006** Select a Date for a Joint Meeting between the City Council and the Community Redevelopment Agency and Provide Direction to the City Manager Regarding Items to be Included on the Agenda
- 19-007** Accept the Monthly Financial Reports for the Month of December 2018
- 19-008** Award Bid No. 1819-01 230/138kV, 150/200/250MVA, Autotransformer to Virginia Transformer Corp.
- 19-009** Award RFP No. 07-1718 for Parking Services to SP Plus Municipal Services
- 19-010** Authorize the Mayor and the City Manager to Execute an Interlocal Agreement with the City of Neptune Beach to Provide Potable Water Service to 37 Residential Properties in Neptune Beach Located North of Seagate Avenue and South of Hopkins Creek while Florida Department of Transportation (FDOT) Rebuilds the Kings Road Bridge
- 19-011** Ratify the Collective Bargaining Agreement with the International Association of Firefighters, Local 2622, Effective October 1, 2017

RESOLUTIONS

- 19-012** RESOLUTION NO. 2026-2019

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH, FLORIDA POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NON-UNION) POSITIONS, EFFECTIVE JANUARY 22, 2019. **(This will add an Assistant Golf Course Superintendent position and add Electrical Engineers to positions eligible for automobile allowances)**

ORDINANCES

- 19-013** ORDINANCE NO. 2019-8115 (First Reading) (Public Hearing)

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE IV.

DEFINITIONS TO MODIFY THE DEFINITION FOR "MICROBREWERY" AND TO ADD A DEFINITION FOR "TASTING ROOM" FOR THE INCORPORATED AREA OF THE CITY, AND TO PROVIDE FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE.

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.

The Council Workshop began at 5:45 P.M.

The following City Council Members were in attendance:

Mayor: William C. Latham

Council Members: Keith Doherty Georgette Dumont Sandy Golding
Christine Hoffman Cory Nichols Phil Vogelsang

Also present was Interim City Manager Karen Nelson.

Purpose of Workshop

The purpose of the workshop was to discuss a joint meeting between the City Council and the Community Redevelopment Agency, discuss the Paid Parking Project, and to update the Council Members about ongoing items in the City.

City Manager

Paid Parking Project

Police Chief Pat Dooley stated the current paid parking contract is expired, and a Request for Proposal for a new vendor has been completed. Chief Dooley stated he would be presenting the Request for Proposal to Council to recommend awarding the contract to SP Plus Corporation at the January 22, 2019, City Council meeting. Chief Dooley stated there is no up-front cost to the City for installation of the parking meter machines and the revenue would be a 60/40 split with 60% of the revenue going to the City.

Police Commander Mark Evans presented slides [on file] highlighting the new proposed program.

A conversation ensued regarding the fee structure for the new paid parking program. Mr. Will Gloor, of SP Plus Corporation, was available to answer questions.

Designated parking for Margaritaville construction workers

Director of Public Works David Millinor stated the contractors of Margaritaville are requesting to lease approximately 35 parking spaces located on the north end of the pier parking lot to use for superintendents and foremen. Mr. Millinor stated the construction workers would park at the golf course and would be shuttled over to the construction site.

Mr. Millinor stated the lease of the requested parking spots would generate the same amount of income as leaving the spots available for public use.

A conversation ensued regarding different parking options such as locations and the lease price for the requested parking spaces. Director of Planning and Development Bill Mann was available to answer questions.

It was agreed to pursue an agreement to designate the requested amount of parking spaces for Monday through Friday (including non-holiday Mondays), and the contractors would be responsible for finding and paying for parking on weekends and holidays.

Appointment of new General Employee Pension Board Trustee

Ms. Nelson stated there is an open seat on the General Employee Pension Board required to be filled by a City Council Member. Ms. Dumont expressed interest in the opportunity. Ms. Nelson stated Ms. Dumont's nomination would be placed on the agenda for the January 22, 2019 meeting for Council to vote on, contingent upon her interest to serve on the Board.

IAFF contract

Ms. Nelson stated the International Association of Fire Fighters (IAFF) Fire Union Collective Bargaining Agreement expired in June of 2017 and the City has been negotiating terms since that date. The Union has tentatively agreed to take the City's proposal to a vote. Ms. Nelson stated an Executive Session would need to be scheduled to discuss the terms of the contract. Ms. Nelson stated this meeting would be a Shade meeting and would not be open to the public. The tentative meeting date was set for January 2, 2019.

CRA and City Council meeting

Ms. Nelson stated Council Member Vogelsang made a recommendation to arrange a joint meeting between the City Council and the Community Redevelopment Agency to discuss the Downtown Action Plan. Ms. Nelson suggested the request to meet with the CRA be added to January 22, 2019, City Council Meeting agenda.

The briefing adjourned at 6:55 P.M.

Submitted by: Jodilynn Byrd
Administrative Assistant

Approved:

William C. Latham, MAYOR

Date: _____

**Minutes of Regular City Council Meeting
held Monday, December 17, 2018, at 7:00 P.M.
in the Council Chambers, 11 North 3rd Street,
Jacksonville Beach, Florida**



OPENING CEREMONIES

Council Member Vogelsang provided the Invocation, followed by the salute to the flag.

CALL TO ORDER

Mayor Latham called the meeting to order at 7:06 P.M.

ROLL CALL

Mayor: William C. Latham
Council Members: Keith Doherty Georgette Dumont Sandy Golding
Chris Hoffman Cory Nichols Phil Vogelsang

Also present were Interim City Manager Karen Nelson and City Attorney Susan Erdelyi.

APPROVAL OF MINUTES

It was moved by Ms. Hoffman, seconded by Mr. Vogelsang, and passed unanimously, to adopt the following minutes:

- Regular City Council Meeting held December 3, 2018

ANNOUNCEMENTS

Mayor Latham presented a Proclamation to the Jacksonville Beach Pop Warner Pee Wee Cheer Team proclaiming December 17, 2018, Jacksonville Beach Pop Warner Pee Wee Cheerleading Day in recognition of their accomplishment of winning the National Championship.

COURTESY OF THE FLOOR TO VISITORS

Stuart Lackey, 210 22nd Avenue South, Apartment A, Jacksonville Beach, representing Aqua East Surf Shop, spoke about the Aqua East Grom Fest event, stating that the Parks and Recreation Department asked the event not be held at the Jacksonville Beach Skate Park. They would like to keep the event, which features skateboarding, surfing and wakeboarding, in Jacksonville Beach.

Sarah Bryan, 403 12th Avenue South, Jacksonville Beach, spoke about continued issues with garbage left by job site contractors around her property and a nearby pond. Ms. Bryan stated she received some of the records requested from the City that were requested on December 5, 2018, but is still awaiting additional records.

Gerhard Paetau, 725 Bonaire Circle, Jacksonville Beach, expressed concern about the number of requests for increased lot coverage over 35 percent that go before the Board of Adjustment and get approved without addressing stormwater management. Mr. Paetau suggested taking a look at the planning process to manage possible flooding conditions.

Robert O'Hara, 524 13th Avenue North, Jacksonville Beach, inquired how much oversight and regulation the City has over cable utility contractors in neighborhoods. Mr. O'Hara wondered if some of the obsolete cable equipment on residential property can be removed and what the requirements are for burying cables. He stated the lids for the replaced water meters are in bad condition.

Ken Marsh, 2011 Gail Avenue, Jacksonville Beach, spoke about the 2007 Downtown Vision Plan. He encouraged Council to decide what points they want to discuss when they meet with the Community Redevelopment Agency. Mr. Marsh suggested discussion with the Community Redevelopment Agency should include revisiting the height limit and whether proposed pay station parking mechanisms indicate whether the parking lot is full.

MAYOR AND CITY COUNCIL

CITY CLERK

CITY MANAGER

Item #18-224 - Accept the Monthly Financial Reports for the Month of November 2018

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to accept the financial reports for the month of November 2018.

Roll Call Vote: Ayes – Doherty, Dumont, Golding, Hoffman, Nichols, Vogelsang, and Mayor Latham.
The motion passed unanimously.

Item #18-225 – Approve the Addition of One Full-Time Animal Control Officer in the Police Department

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang, to approve adding a second full-time Animal Control Officer in the Police Department as detailed in a memo dated December 10, 2018.

Discussion: Ms. Nelson stated there is currently one full-time Animal Control Officer that handles all animal related calls for service, patrols the beach to enforce animal regulations, and manages the care and feeding of animals at the City's Animal Control Facility. When the Animal Control Officer is out, City of Jacksonville Animal Control, Citizen Police Academy Alumni Association Volunteers, or Patrol Officers assist. Ms. Nelson commented a second Animal Control Officer will provide increased enforcement of animal regulations on the beach and other areas, and relieve Patrol Officers.

Police Chief Pat Dooley answered questions related to the continued use of volunteers, if the position will require a Florida Animal Control Association certification, the level of service provided by City of Jacksonville Animal Control, and enforcement of the extended hours for dogs on the beach during off season.

Chief Dooley stated for the record that City of Jacksonville, through an Interlocal Agreement, is required to provide Animal Control. In order to maintain the level of service expected by our citizens, the City took it upon itself to provide the service.

Roll call vote: Ayes – Dumont, Golding, Hoffman, Nichols, Vogelsang, Doherty, and Mayor Latham.

The motion passed unanimously.

ORDINANCE

Item #18-226 - ORDINANCE NO. 2018-8114

Mayor Latham requested the City Clerk read Ordinance No. 2018-8114 by title only, whereupon Ms. Scott read the following:

“AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE VII. ZONING DISTRICTS, DIVISION 2, SECTION 34-344. COMMERCIAL SERVICE: CS, PARAGRAPH (B) *PERMITTED USES* TO ADD “NEWSPAPER AND MAGAZINE PUBLISHING” AS NEW SUBPARAGRAPH (22); AND AMENDING SECTION 34-344. COMMERCIAL SERVICE: CS, PARAGRAPH (D) *CONDITIONAL USES* TO ADD “MICROBREWERY” AND “BAR, LOUNGE, NIGHTCLUB, TAVERN OR OTHER DRINKING ESTABLISHMENT” AS NEW SUBPARAGRAPHS (6) AND (7) RESPECTIVELY; AND TO REPEAL ORDINANCES OR PARTS OF ORDINANCES IN CONFLICT HERewith, AND FOR OTHER PURPOSES.”

Mayor Latham read the following:

“This ordinance for the amendment of the Land Development Code is before this Council for a public hearing and consideration on its first reading. Under the laws of the State of Florida, ordinances which change the actual list of permitted, conditional, or prohibited uses within a zoning category is a 'quasi-legislative' proceeding. A quasi-legislative proceeding means that a governing body is acting in its rule-making capacity.

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 uses within a zoning category.

The application has been reviewed by Staff and the Planning Commission for consistency with other portions of the Land Development Code and the Comprehensive Plan. The Council may hear from all interested parties in the legislative determination of an amendment to the text of the Land Development Code.

The Council's decision on a text 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.

I will now open the public hearing on Ordinance No. 2018-8114.”

Public Hearing

Mayor Latham opened the public hearing on Ordinance No. 2018-8114.

Mayor Latham called the names of the people who wished to speak.

The following people spoke in favor of the item:

Terry DeLoach, 405 32nd Avenue South, Jacksonville Beach, spoke in favor of the Land Development Code text amendment. Mr. DeLoach stated as a conditional use, the Planning Commission would have the option to impose restrictions.

Mike Sasser, 208 Oceanwood Drive, Neptune Beach

Aaron Meisenheimer, 102 6th Avenue North, Jacksonville Beach

Jay Dodson, 1626 Palm Terrace West, Atlantic Beach

The following people were in support of the item, but did not wish to speak:

Erica Neybursky, 219 Pablo Point Drive, Jacksonville

Kiara Sánchez, 3050 Tamaya Boulevard, Apartment 917, Jacksonville

Casey Bagby, 1709 Tanglewood Road, Jacksonville Beach

Scott Whatley, 224 Oleander Street, Neptune Beach

Kassandra Ashburn, 405 Lower 8th Avenue South, Apartment B, Jacksonville Beach

Jeff DeAngelis, 1122 Hamlet Court, Neptune Beach

Nicole Parish, 13813 Zion Gate Court, Jacksonville

Matthew Shaw, 102 6th Avenue North, Jacksonville Beach

Tye Wallace, 709 4th Avenue North, Jacksonville Beach

The following people spoke in opposition to the item:

Gregory Austin, 119 6th Street South, Jacksonville Beach, wanted the Council to be aware of the danger of bringing back the types of uses in the proposed text amendment that the community worked hard to eliminate; and the need to protect the children, neighborhood, adjacent church, and community.

Jim Sorrell, 1410 Pinewood Road, Jacksonville Beach, stated he is not opposed to adding microbrewery if it is worded properly, but he is opposed to adding bar, lounge, nightclub, or other drinking establishment. Mr. Sorrell stated there are abuses in C-1 and C-2 zones where the use is allowed. Once the language is allowed, it is all encompassing in the area through a conditional use. Mr. Sorrell suggested striking bar, lounge, nightclub, or other drinking establishment from the ordinance.

Georgia Williams, 522 2nd Avenue South, Jacksonville Beach, spoke about keeping out the undesirable activities in the area after they were able to get rid of it.

Pamela Brown, 8955 Normandy Avenue, Jacksonville, stated the Council is looking to bring back something they previously worked hard to get rid of.

Greg Burkhardt, 736 7th Avenue North, Jacksonville Beach, spoke in opposition to the possibility of nightclubs.

Dorothy Austin, 119 6th Street South, Jacksonville Beach, spoke in opposition to bringing alcohol into the area.

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.”

Mayor Latham stated he received an email from Tye Wallace asking to give him a call if he had any questions. Mayor Latham spoke with Sam Thomas, retired Beaches Energy Foreman, who called and asked questions. Mayor Latham walked the area with Chief Dooley on December 4, 2018.

Mr. Nichols stated he received the original email from Tye Wallace, and an additional email asking if he had any questions.

Mr. Doherty stated he received an email from Tye Wallace asking if he had any questions. He did not reply.

Mr. Vogelsang stated he received an email from Tye Wallace asking if he had any questions, but did not respond.

Ms. Hoffman stated she received an email from Tye Wallace, but did not respond.

Ms. Dumont stated she received an email from Tye Wallace asking if she had any questions. She did not reply. She was contacted by Terry DeLoach, through her husband, she did not reply. Mick

DuRocher contacted her at her home about the change in the ordinance and she listened to his concerns.

Ms. Golding received an email from Tye Wallace asking if she had any questions. She did respond to say she did not have any questions and would see him at this meeting. Ms. Golding received a text message from Shandy Thompson saying the church adjacent to the subject applicant property was still in operation.

Motion: It was moved by Ms. Hoffman and seconded by Mr. Vogelsang to adopt Ordinance No. 2018-8114, amending the Land Development Code Section 34-344 to add "Newspaper and magazine publishing" to the list of permitted uses, and "Microbrewery" and "Bar, lounge, nightclub, tavern or other drinking establishment" to the list of Conditional Uses in the Commercial service: CS zoning district. (applicant – Bold Brands)

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, Staff's report, the recommendation of the Planning Commission and the public input at all hearings."

Discussion ensued about how the area in the Commercial Service: CS zone was previously an undesirable, dangerous area, and how it has improved.

Mayor Latham stated he is in favor of the microbrewery; however, he has an issue with the tasting room. He expressed concern this is the first step in the wrong direction. Mayor Latham stated unless there is a continuance or some kind of modification, he could not support the item.

Ms. Golding also expressed concern about the "bar, lounge, nightclub, tavern or other drinking establishment" language. She stated if Council could modify the Land Development Code to be more specific, she could support the item.

Mr. Doherty concurred he was not comfortable with the wording and stated it needed to be addressed in the Land Development Code.

Ms. Dumont explained the Commercial Service: CS zone is a buffer zone between bars and a residential neighborhood. Ms. Dumont asked the City Attorney if the definition of microbrewery could be changed to microbrewery and tasting room. Ms. Erdelyi stated the Council can initiate it, but it would have to go to the Planning Commission. Ms. Erdelyi said the item before the Council is a quasi-legislative act to expand uses in the Commercial Service: CS district to allow "Bar, lounge, nightclub, tavern or other drinking establishment" in the district. She added this will expand alcohol consumption in an area where it is currently not allowed. Ms. Erdelyi advised that one option available to Council at this meeting is to change the code to add "Newspaper and magazine publishing" and "Microbrewery," and exclude "Bar, lounge, nightclub, tavern or other drinking establishment." If Council wanted to change the text in the Land Development Code, it would have to go back to the Planning Commission. Another option is Council can vote for a continuance and give direction to the Planning Commission to change the text in the Code. A third option is for Council to vote to delete "Bar, lounge, nightclub, tavern or other drinking establishment," approve

“Microbrewery” and “Newspaper and magazine publishing,” then give direction to staff to add tasting room to the definitions section. The applicant can also move for a continuance.

Mr. Nichols was concerned about the current wording in the ordinance. Additional discussion ensued and the City Attorney answered questions about modifying the wording. Ms. Golding supported removing language. Mr. Doherty stated if the liquor aspect can be removed, he supports it.

Ms. Dumont inquired if they could strike “Bar, lounge, nightclub, tavern or other drinking establishment” from the ordinance and leave “Microbrewery.” She stated the Planning Commission could add tasting room. Ms. Erdelyi stated they could change the language to add to “Microbrewery,” “with or without a tasting room,” but the text would need to be amended to add a definition of a tasting room. Mr. Mann stated if staff is directed, they can remand it to the Planning Commission with the recommended amendment. Mr. Mann clarified they can modify the definition of “Microbrewery” to include “with or without a taproom,” and separately request a new definition of tap room, including standards.

Motion to Amend: It was moved by Mr. Vogelsang, seconded by Ms. Golding, to strike through number “(7)” on the *Conditional Uses* which says “Bar, lounge, nightclub, tavern or other drinking establishment,” with the understanding that Council would recommend to the Planning Commission to provide an updated definition of microbrewery to include “with or without the use of a tasting room/taproom.”

Roll call vote: Ayes – Golding, Hoffman, Nichols, Vogelsang, Doherty, Dumont, and Mayor Latham.

The **motion to amend** the original motion passed unanimously.

Roll call vote on original motion as amended:

Ayes - Hoffman, Nichols, Vogelsang, Doherty, Dumont, Golding, and Mayor Latham.

The motion passed unanimously.

ADJOURNMENT:

There being no further business, the meeting adjourned at 8:36 P.M.

Submitted by: Laurie Scott
City Clerk

Approval:

William C. Latham, MAYOR

Date: _____

LS/sg

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MEMORANDUM

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6263
Fax: 904.247.6169

TO: Karen Nelson, Deputy City Manager
FROM: Ann Meuse, Human Resources Director
DATE: January 15, 2019
RE: Employee of the Quarter Award
4th Quarter 2018

www.jacksonvillebeach.org

This is to advise that the final determination for Employee of the Quarter for the 4th Quarter of 2018 has been made. It is my pleasure to announce the following selection:

| <u>Name</u> | <u>Department</u> |
|---------------|----------------------|
| Trevor Hughes | Parks and Recreation |

Please refer to the attached letter regarding his achievements.

According to our Awards Program, he should be recognized by the City Council with a personalized letter from you, along with a City of Jacksonville Beach Employee of the Quarter pin. I am forwarding this information to you so that a presentation can be made at the January 22, 2019, Council Meeting. The recipient will be notified to attend.

Additionally, for your information, the Department Director will be having a departmental award ceremony which will include the presentation of a check in the amount of \$100 and a personalized certificate.

Attachment



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

January 22, 2019

Trevor Hughes
Parks and Recreation

Dear Trevor,

It is with great pleasure that we present you this letter of appreciation for your outstanding job performance in the Parks and Recreation Department. You have been selected as the Employee of the Quarter for the 4th Quarter of 2018.

You are being recognized for:

- Your experience, professionalism, and dedication, working endless hours to ensure the successful grow-in for the newly renovated golf course;
- For researching and implementing an ingenious solution to the golf course water quality issues, saving the City thousands of dollars;
- For taking an inexperienced golf course crew and creating a dedicated, well-trained professional team, while always leading by example;
- For always going above and beyond and setting standards that have taken the golf course to another level.

Please accept our sincere gratitude and thanks for your outstanding performance. It truly exemplifies the dedication and spirit that we all strive to attain as public employees.

Sincerely,



Karen Nelson
Deputy City Manager



City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6274
Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: Karen W. Nelson, Deputy City Manager
FROM: Duston Scott, Payroll Benefits Administrator
SUBJECT: Appointment of Council Member to General Employees' Pension Board of Trustees
DATE: December 26, 2018

ACTION REQUESTED

Appoint a City Council Member to serve on the General Employees' Pension Board of Trustees.

BACKGROUND

Pursuant to the Jacksonville Beach Code of Ordinances, Section 2-162.24 (b) Board of Trustees, the General Employees' Retirement System consists of five (5) members as follows:

- Two (2) members of the City Council, selected by the City Council.
- Two (2) members of the General Employees' Retirement System, to be elected by the members of the General Employees' Retirement System.
- A fifth member selected by the other four (4) members and appointed, as a ministerial act, by the City Council.

Council Member Bruce Thomason served as trustee from February 2015 until December 2018. Following discussion at the December 17, 2018, Council Workshop, Council Member Georgette Dumont has agreed to serve as a trustee, if appointed by Council. The term of office will become effective upon appointment and will continue at the Council's pleasure.

RECOMMENDATION

Appoint City Council Member Georgette Dumont to serve on the General Employees' Pension Board of Trustees.





City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6268
www.jacksonvillebeach.org

MEMORANDUM

TO: The Honorable Mayor and Members of the City Council
FROM: Karen Nelson, Interim City Manager
SUBJECT: Joint Meeting between the City Council and the CRA
DATE: January 14, 2019

ACTION REQUESTED

Schedule a joint meeting between the City Council and the Community Redevelopment Agency and provide direction to the City Manager regarding items to be included on the agenda.

BACKGROUND

The City Council has been in discussion in recent months regarding a joint meeting with the Community Redevelopment Agency. At a Council Workshop on December 17, 2018, Council Members agreed to take action at the January 22, 2019 Council Meeting to select a date for a joint meeting and discuss items to be included on the agenda.

Following are the dates of the regularly scheduled CRA meetings for the next three months:

- February 25, 2019 5:00 PM
- March 25, 2019 5:00 PM
- April 22, 2019 5:00 PM

RECOMMENDATION

Schedule a joint meeting between the City Council and the Community Redevelopment Agency on _____, 2019 at _____ PM, to discuss the following items:

1. _____
2. _____
3. _____
4. _____
5. _____



City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

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MEMORANDUM

TO: Karen W. Nelson, Deputy City Manager
FROM: Michael B. Nadeau, Chief Financial Officer
SUBJECT: Monthly Financial Reports for December 2018
DATE: January 7, 2019

Action Requested

Accept the monthly financial reports for the month of December 2018.

Summary

The Summary Budget Reports show the cumulative actual revenues and expenditures as compared to the actual amounts at the same point in time as last fiscal year. Exhibit 7 of the Summary Budget Reports compares actual revenues and expenditures to budget in total by fund. The financial reports are prepared on a cash basis.

Exhibit 1 - General Fund Revenues

General Fund revenues are slightly ahead of last year on a percentage of budget basis. We received annual ad valorem tax distributions in December, bringing the tax revenue-to-date to 67.3% of the annual budget. Partial permit revenue for a new hotel is included in the current year. Interfund Transfers includes the Community Development Block Grant transfer from the general fund.

Miscellaneous Revenue in the General Fund includes investment earnings on pooled investments, auction proceeds, facility rental fees, tennis fees, and cemetery lots purchased.

Exhibit 2 - General Fund Expenditures

General Fund Expenditures are slightly over prior year expenditures on a percentage of budget basis. Total year to date expenditures in the General Fund are under budget by 5.4%.



Memorandum to Karen W. Nelson
December Financial Reports
January 7, 2019

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Exhibit 3 - Enterprise Fund Revenues

Enterprise Fund Revenues are 2.4% over prior year revenues on a percentage of budget basis. Total year to date Enterprise Fund Revenues are 1.8% over amounts budgeted.

Exhibit 4 - Enterprise Fund Expenditures

Total expenditures in the Enterprise Funds are 9.5% under budget for the current year and in line with the amounts expended in the prior year.

Exhibit 5 – Special Revenue Fund Revenues

Revenues in the Special Revenue Funds are 2.4% ahead of last year on a percentage basis. The Convention Development Tax revenues have not been received from the City of Jacksonville. We received the annual tax increment distributions in December, bringing revenue-to-date slightly over the annual budget.

Exhibit 6 - Special Revenue Fund Expenditures

In total, Special Revenue Fund Expenditures are under budget for the current year and 10.8% lower than last year on a percentage of budget basis. For the Tax Increment Funds, the variance in current year expenditures as a percentage of budget is due to capital projects that are budgeted but not completed. Expenditures in the Community Development Block Grant Fund will be reimbursed by grant funding.

Exhibit 7 - Summary Revenues and Expenditures

- We have not received our first FY19 Convention Development Tax revenue from the City of Jacksonville, leading to expenses exceeding revenues.

Memorandum to Karen W. Nelson
December Financial Reports
January 7, 2019

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Exhibit 7 - Summary Revenues and Expenditures (continued)

- Expenditures in the Community Development Block Grant Fund exceed revenues until we receive the grant funds from the City of Jacksonville.
- The net income shown for the Electric Fund is overstated because monthly power bills are paid in arrears to FMPA.
- Revenues in the Leased Facilities Fund are less than expenses, due mostly to annual technology maintenance charges that are paid at the beginning of the fiscal year.

Recommendation

Accept the financial reports for the month of December 2018, as submitted by the Chief Financial Officer.



Summary Budget Revenue Report
 December 31, 2018
(25.21% of year has elapsed)

EXHIBIT 1 - GENERAL FUND REVENUES

| Revenue Category | Current Year Revenue to Date | Current Year Revenue As a % of Budget | Prior Year Revenue to Date | Prior Year Revenue As a % of Budget | % Variance (Current Year Less Prior Year) | \$ Variance (Current Year Less Prior Year) |
|-----------------------------|------------------------------|---------------------------------------|----------------------------|-------------------------------------|---|--|
| 1 Taxes | 8,250,565 | 67.28% | 7,849,831 | 68.11% | -0.83% | 400,734 |
| 2 Licenses & Permits | 248,923 | 41.79% | 134,871 | 23.16% | 18.62% | 114,053 |
| 3 Intergovernmental Revenue | 842,089 | 19.89% | 796,289 | 19.21% | 0.68% | 45,800 |
| 4 Charges for Services | 79,383 | 20.41% | 69,870 | 18.86% | 1.55% | 9,513 |
| 5 Enterprise Contributions | 953,280 | 25.00% | 945,828 | 25.00% | 0.00% | 7,452 |
| 6 Miscellaneous Revenue | 148,440 | 35.81% | 52,090 | 12.60% | 23.21% | 96,349 |
| 7 Fines & Forfeitures | 23,932 | 14.04% | 19,635 | 11.52% | 2.52% | 4,297 |
| 8 Interfund Transfers | 204,119 | 40.02% | 159,332 | 30.06% | 9.96% | 44,787 |
| Total Revenues | \$ 10,750,731 | 48.02% | \$ 10,027,746 | 46.60% | 1.42% | \$ 722,986 |

**GENERAL FUND REVENUES TO DATE
 CURRENT YEAR VS PRIOR YEAR**



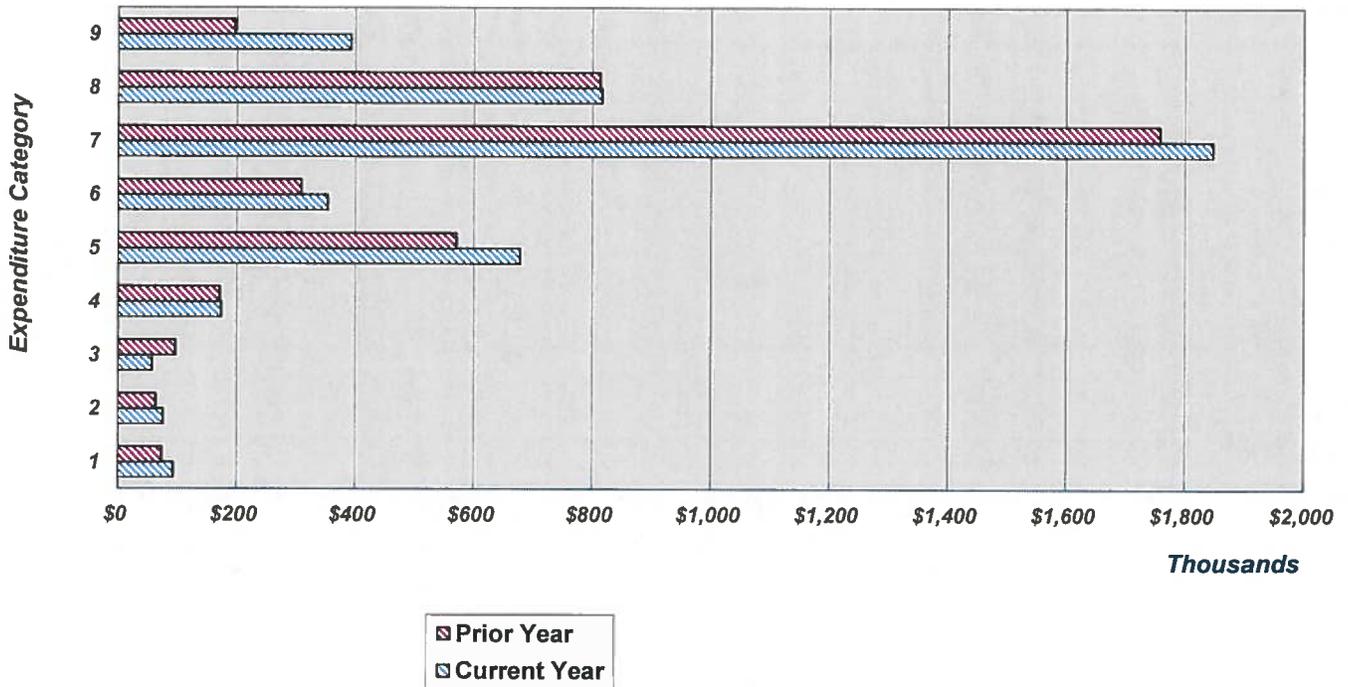


Summary Budget Expenditure Report
 December 31, 2018
 (25.21% of year has elapsed)

EXHIBIT 2 - GENERAL FUND EXPENDITURES

| Expenditure Category | Current Year Expenditures to Date | Current Year Expenditures As a % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures As a % of Budget | % Variance (Current Year Less Prior Year) | \$ Variance (Current Year Less Prior Year) |
|----------------------------|-----------------------------------|--|---------------------------------|--|---|--|
| 1 City Administration | 94,812 | 18.94% | 74,575 | 15.73% | 3.21% | 20,237 |
| 2 City Clerk | 76,971 | 22.24% | 63,902 | 19.04% | 3.20% | 13,069 |
| 3 Building Maintenance | 58,341 | 14.41% | 98,271 | 23.33% | -8.92% | (39,930) |
| 4 Planning and Development | 174,774 | 19.22% | 171,908 | 19.02% | 0.19% | 2,866 |
| 5 Recreation and Parks | 678,432 | 19.39% | 570,753 | 16.44% | 2.95% | 107,678 |
| 6 Public Works | 353,911 | 21.45% | 309,139 | 19.38% | 2.07% | 44,772 |
| 7 Police | 1,847,757 | 19.54% | 1,758,080 | 19.88% | -0.33% | 89,677 |
| 8 Fire | 816,228 | 19.36% | 812,752 | 20.31% | -0.95% | 3,476 |
| 9 Non-Departmental | 392,316 | 23.42% | 196,613 | 10.48% | 12.94% | 195,703 |
| Total Expenditures | \$ 4,493,543 | 19.83% | \$ 4,055,994 | 18.50% | 1.33% | \$ 437,549 |

**GENERAL FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**

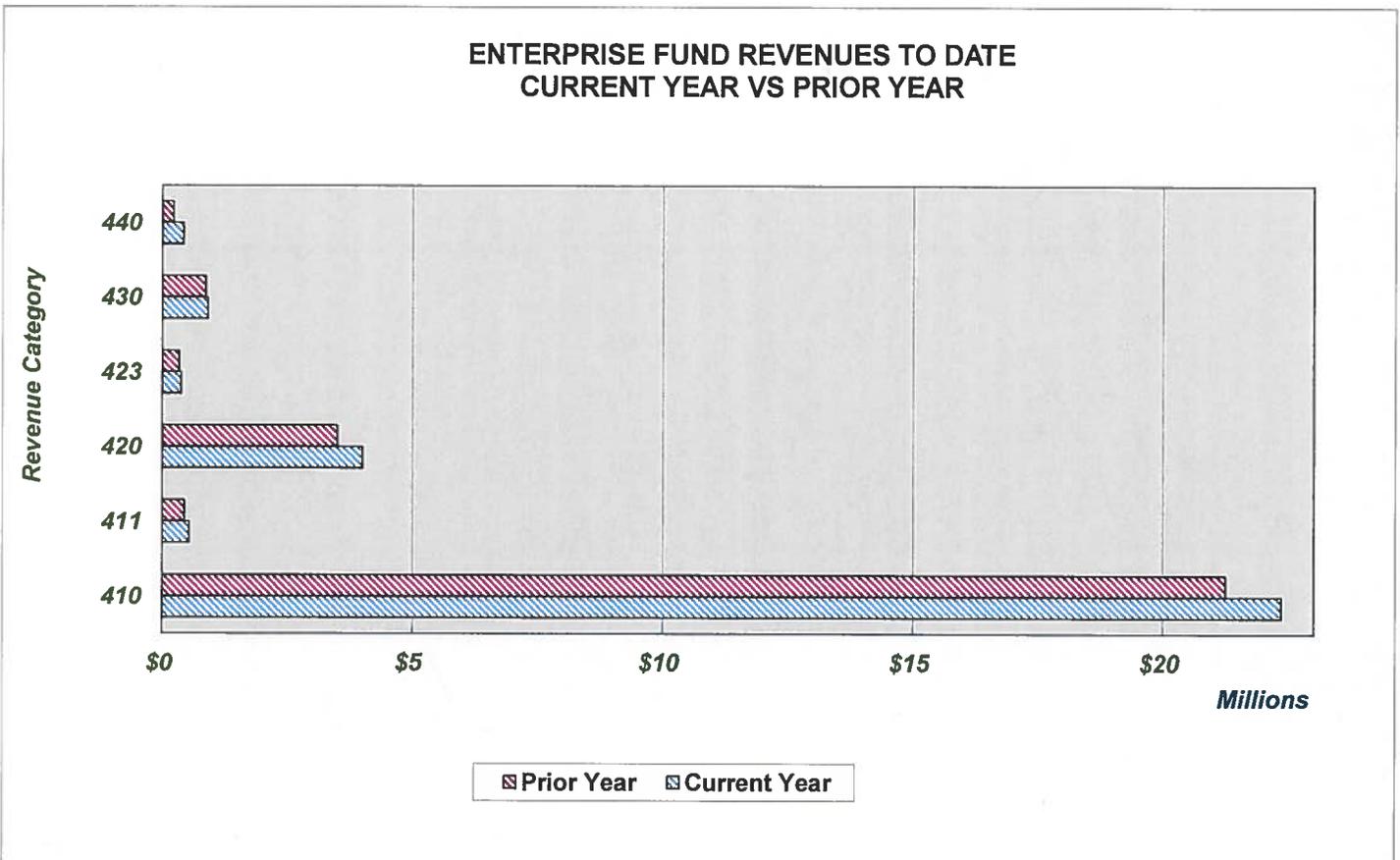




Summary Budget Revenue Report
 December 31, 2018
 (25.21% of year has elapsed)

EXHIBIT 3 -ENTERPRISE FUND REVENUES

| Revenue Category | Current Year Revenue to Date | Current Year Revenue As a % of Budget | Prior Year Revenue to Date | Prior Year Revenue As a % of Budget | % Variance (Current Year Less Prior Year) | \$ Variance (Current Year Less Prior Year) |
|-----------------------|------------------------------|---------------------------------------|----------------------------|-------------------------------------|---|--|
| 410 ELECTRIC | 22,357,787 | 26.63% | 21,259,351 | 24.48% | 2.15% | 1,098,436 |
| 411 NATURAL GAS | 546,158 | 24.46% | 451,393 | 23.51% | 0.96% | 94,766 |
| 420 WATER & SEWER | 4,008,485 | 29.47% | 3,504,583 | 26.33% | 3.14% | 503,903 |
| 423 STORMWATER | 388,035 | 27.77% | 340,215 | 24.71% | 3.06% | 47,819 |
| 430 SANITATION | 909,766 | 26.01% | 872,898 | 25.15% | 0.86% | 36,868 |
| 440 GOLF COURSE | 430,491 | 28.05% | 226,120 | 16.43% | 11.62% | 204,372 |
| TOTAL REVENUES | \$ 28,640,723 | 26.96% | \$ 26,654,560 | 24.61% | 2.35% | \$ 1,986,163 |



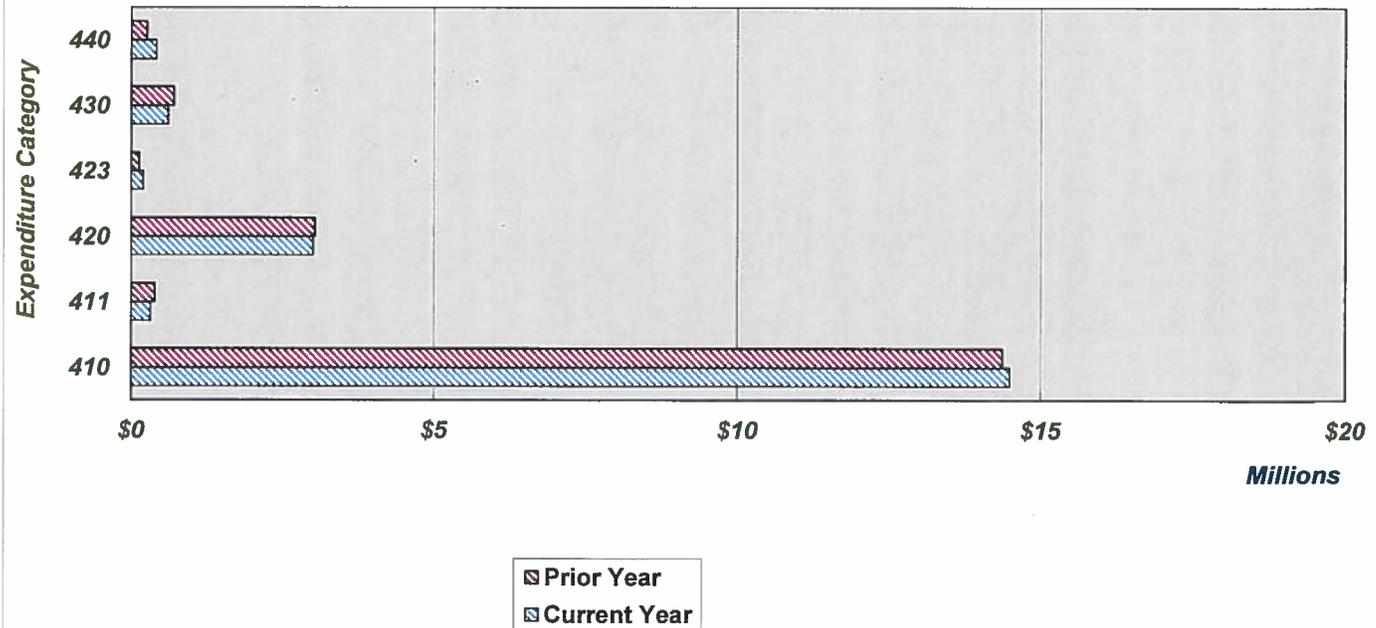


Summary Budget Expenditure Report
 December 31, 2018
 (25.21% of year has elapsed)

EXHIBIT 4 - ENTERPRISE FUND EXPENDITURES

| Expenditure Category | Current Year Expenditures to Date | Current Year Expenditures As a % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures As a % of Budget | % Variance (Current Year Less Prior Year) | \$ Variance (Current Year Less Prior Year) |
|---------------------------|-----------------------------------|--|---------------------------------|--|---|--|
| 410 ELECTRIC | 14,484,829 | 14.91% | 14,367,225 | 14.87% | 0.05% | 117,604 |
| 411 NATURAL GAS | 321,492 | 16.36% | 396,852 | 19.53% | -3.17% | (75,361) |
| 420 WATER & SEWER | 2,998,137 | 19.35% | 3,028,558 | 17.95% | 1.40% | (30,420) |
| 423 STORMWATER | 196,508 | 13.13% | 128,152 | 9.80% | 3.33% | 68,356 |
| 430 SANITATION | 610,647 | 16.42% | 710,319 | 14.34% | 2.08% | (99,672) |
| 440 GOLF COURSE | 418,833 | 28.86% | 262,343 | 19.03% | 9.83% | 156,490 |
| TOTAL EXPENDITURES | \$ 19,030,447 | 15.69% | \$ 18,893,449 | 15.34% | 0.36% | \$ 136,998 |

**ENTERPRISE FUND EXPENDITURES TO DATE
 CURRENT YEAR VS PRIOR YEAR**

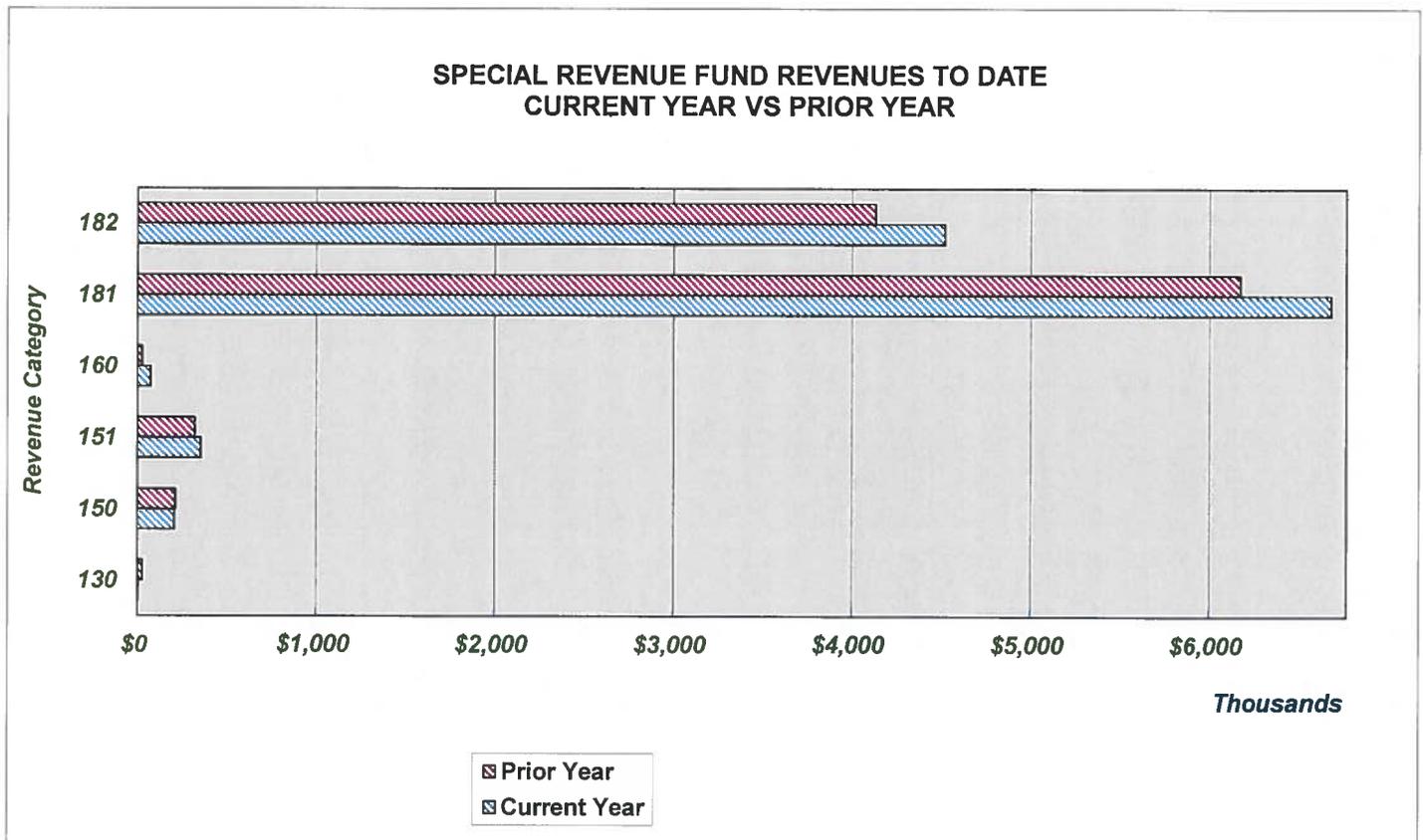




Summary Budget Revenue Report
 December 31, 2018
 (25.21% of year has elapsed)

EXHIBIT 5 -SPECIAL REVENUE FUND REVENUES

| Revenue Category | Current Year Revenue to Date | Current Year Revenue As a % of Budget | Prior Year Revenue to Date | Prior Year Revenue As a % of Budget | % Variance (Current Year Less Prior Year) | \$ Variance (Current Year Less Prior Year) |
|-------------------------------|------------------------------|---------------------------------------|----------------------------|-------------------------------------|---|--|
| 130 CONVENTION DEV. TAX | 6,206 | 1.73% | 29,537 | 9.53% | -7.80% | (23,332) |
| 150 LOCAL OPTION GAS TAX | 206,602 | 25.37% | 213,172 | 27.12% | -1.75% | (6,570) |
| 151 INFRASTRUCTURE SURTAX | 354,551 | 25.99% | 320,132 | 24.60% | 1.39% | 34,419 |
| 160 COMMUNITY DEV. BLK. GRANT | 76,619 | 55.52% | 26,832 | 19.44% | 36.08% | 49,787 |
| 181 DOWNTOWN INCREMENT FUND | 6,666,530 | 99.83% | 6,173,366 | 97.06% | 2.76% | 493,164 |
| 182 SOUTHEND INCREMENT FUND | 4,518,462 | 100.61% | 4,128,923 | 97.81% | 2.79% | 389,539 |
| TOTAL REVENUES | \$ 11,828,969 | 85.45% | \$ 10,891,962 | 83.04% | 2.41% | \$ 937,007 |

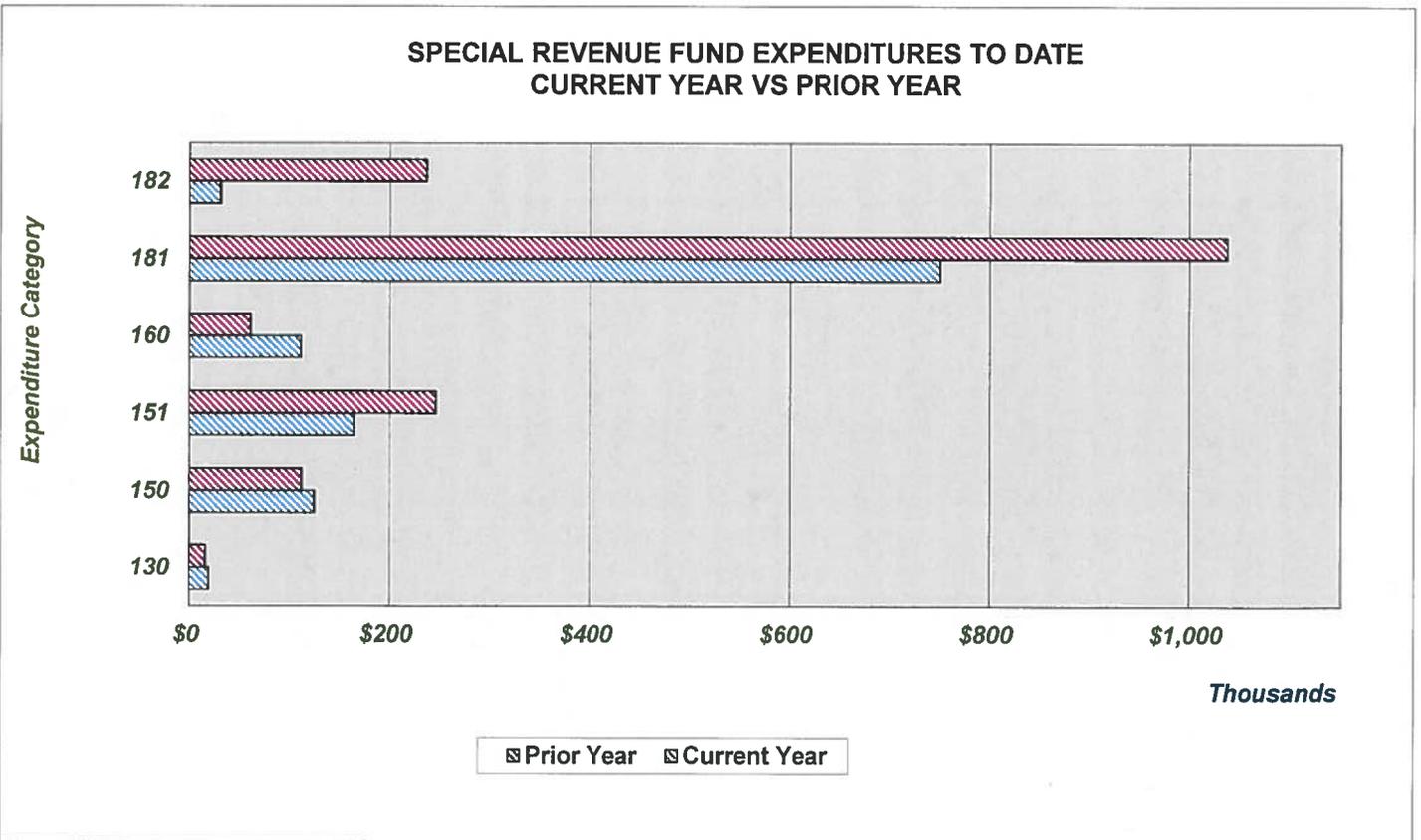




Summary Budget Expenditure Report
 December 31, 2018
 (25.21% of year has elapsed)

EXHIBIT 6 - SPECIAL REVENUE FUND EXPENDITURES

| Expenditure Category | Current Year Expenditures to Date | Current Year Expenditures As a % of Budget | Prior Year Expenditures to Date | Prior Year Expenditures As a % of Budget | % Variance (Current Year Less Prior Year) | \$ Variance (Current Year Less Prior Year) |
|-------------------------------|-----------------------------------|--|---------------------------------|--|---|--|
| 130 CONVENTION DEV. TAX | 19,277 | 7.04% | 16,169 | 9.69% | -2.65% | 3,109 |
| 150 LOCAL OPTION GAS TAX | 124,369 | 15.58% | 111,867 | 14.55% | 1.03% | 12,502 |
| 151 INFRASTRUCTURE SURTAX | 164,094 | 18.23% | 246,666 | 23.33% | -5.11% | (82,571) |
| 160 COMMUNITY DEV. BLK. GRANT | 111,119 | 80.52% | 61,332 | 44.44% | 36.08% | 49,787 |
| 181 DOWNTOWN INCREMENT FUND | 750,461 | 6.00% | 1,037,536 | 20.60% | -14.60% | (287,076) |
| 182 SOUTHEND INCREMENT FUND | 31,291 | 7.45% | 237,177 | 12.11% | -4.66% | (205,886) |
| TOTAL EXPENDITURES | \$ 1,200,611 | 7.99% | \$ 1,710,747 | 18.75% | -10.76% | \$ (510,136) |





Summary Budget Report
 December 31, 2018
 (25.21% of year has elapsed)

EXHIBIT 7 - SUMMARY REVENUES AND EXPENDITURES

| Fund Name | Budgeted Revenues Fiscal Year 2019 | Budgeted Revenues To Date | Actual Revenues To Date | Variance Favorable/ (Unfavorable) |
|--------------------------------|---------------------------------------|------------------------------|----------------------------|---|
| 001 General Fund | 22,390,353 | 5,643,596 | 10,750,731 | 5,107,135 |
| 130 Convention Development Tax | 358,235 | 90,295 | 6,206 | (84,089) |
| 150 Local Option Gas Tax | 814,267 | 205,240 | 206,602 | 1,362 |
| 151 Infrastructure Surtax | 1,364,089 | 343,825 | 354,551 | 10,725 |
| 160 Community Dev. Blk. Grant | 138,000 | 34,784 | 76,619 | 41,835 |
| 181 Downtown Increment Fund | 6,678,011 | 1,683,225 | 6,666,530 | 4,983,305 |
| 182 Southend Increment Fund | 4,491,223 | 1,132,034 | 4,518,462 | 3,386,428 |
| 410 Electric Utility | 83,956,489 | 21,161,636 | 22,357,787 | 1,196,151 |
| 411 Natural Gas Utility | 2,232,672 | 562,756 | 546,158 | (16,597) |
| 420 Water & Sewer Utility | 13,601,950 | 3,428,437 | 4,008,485 | 580,049 |
| 423 Storm Water Management | 1,397,278 | 352,191 | 388,035 | 35,844 |
| 430 Sanitation Fund | 3,497,483 | 881,557 | 909,766 | 28,209 |
| 440 Golf Course Fund | 1,534,839 | 386,864 | 430,491 | 43,628 |
| 460 Leased Facilities Fund | 656,212 | 165,401 | 154,554 | (10,848) |
| 500 Internal Service Funds | 12,593,930 | 3,174,360 | 2,968,202 | (206,158) |
| Total Revenues | \$ 155,705,031 | \$ 39,246,200 | \$ 54,343,179 | \$ 15,096,980 |

| Fund Name | Budgeted Expenditures Fiscal Year 2019 | Budgeted Expenditures To Date | Actual Expenditures To Date | Variance Favorable/ (Unfavorable) |
|--------------------------------|---|----------------------------------|--------------------------------|---|
| 001 General Fund | 22,655,582 | 5,710,448 | 4,493,543 | 1,216,905 |
| 130 Convention Development Tax | 273,639 | 68,972 | 19,277 | 49,695 |
| 150 Local Option Gas Tax | 798,412 | 201,244 | 124,369 | 76,875 |
| 151 Infrastructure Surtax | 900,197 | 226,899 | 164,094 | 62,804 |
| 160 Community Dev. Blk. Grant | 138,000 | 34,784 | 111,119 | (76,335) |
| 181 Downtown Increment Fund | 12,501,097 | 3,150,961 | 750,461 | 2,400,501 |
| 182 Southend Increment Fund | 419,830 | 105,820 | 31,291 | 74,529 |
| 410 Electric Utility | 97,128,346 | 24,481,665 | 14,484,829 | 9,996,836 |
| 411 Natural Gas Utility | 1,965,201 | 495,338 | 321,492 | 173,847 |
| 420 Water & Sewer Utility | 15,491,202 | 3,904,632 | 2,998,137 | 906,494 |
| 423 Storm Water Management | 1,496,690 | 377,248 | 196,508 | 180,740 |
| 430 Sanitation Fund | 3,719,126 | 937,423 | 610,647 | 326,776 |
| 440 Golf Course Fund | 1,451,159 | 365,772 | 418,833 | (53,061) |
| 460 Leased Facilities Fund | 679,362 | 171,236 | 232,233 | (60,997) |
| 500 Internal Service Funds | 12,664,558 | 3,192,163 | 2,630,201 | 561,962 |
| Total Expenditures | \$ 172,282,401 | \$ 43,424,605 | \$ 27,587,034 | \$ 15,837,571 |

| Fund Name | Net Income (Loss) | Net Variance Favorable/ (Unfavorable) |
|--------------------------------|-------------------------|---|
| 001 General Fund | 6,257,188 | 6,324,040 |
| 130 Convention Development Tax | (13,072) | (34,394) |
| 150 Local Option Gas Tax | 82,233 | 78,237 |
| 151 Infrastructure Surtax | 190,456 | 73,530 |
| 160 Community Dev. Blk. Grant | (34,500) | (34,500) |
| 181 Downtown Increment Fund | 5,916,069 | 7,383,806 |
| 182 Southend Increment Fund | 4,487,171 | 3,460,957 |
| 410 Electric Utility | 7,872,958 | 11,192,987 |
| 411 Natural Gas Utility | 224,667 | 157,249 |
| 420 Water & Sewer Utility | 1,010,348 | 1,486,543 |
| 423 Storm Water Management | 191,526 | 216,584 |
| 430 Sanitation Fund | 299,119 | 354,986 |
| 440 Golf Course Fund | 11,658 | (9,433) |
| 460 Leased Facilities Fund | (77,679) | (71,844) |
| 500 Internal Service Funds | 338,002 | 355,804 |
| Total | \$ 26,756,145 | \$ 30,934,550 |



Cash and Investments by Fund
December 31, 2018

| INVESTMENT HOLDER | TYPE | FACE AMOUNT | MARKET VALUE |
|---|-----------|-------------|----------------------|
| Salem Trust Treasury Strip | TS | 3,064,200 | 3,064,200 |
| TOTAL UTILITY FUNDS 410 and 420 | | | \$3,064,200 |
| Salem Mutual Fund | Portfolio | 29,645,245 | 29,645,245 |
| Sawgrass Asset Management | Portfolio | 24,190,045 | 24,190,045 |
| Wells Capital | Portfolio | 13,141,384 | 13,141,384 |
| MD Sass | Portfolio | 10,539,215 | 10,539,215 |
| JPMCB - Strategic Property Fund | Portfolio | 4,993,465 | 4,993,465 |
| TOTAL PENSION FUNDS 611, 612 and 613 | | | \$82,509,355 |
| TOTAL INVESTMENTS | | | \$85,573,555 |
| State Board of Administration | Pool | 20,517,986 | 20,517,986 |
| Florida Trust | Pool | 20,526,909 | 20,526,909 |
| FMIT 0-2 Yr High Quality Bond Fund | Pool | 12,116,843 | 12,116,843 |
| Bank of America | Cash | 7,132,426 | 7,132,426 |
| Sawgrass Asset Management | Portfolio | 44,434,638 | 44,434,638 |
| Insight Investment Services | Portfolio | 0 | 0 |
| Galliard Capital Management | Portfolio | 41,459,055 | 41,459,055 |
| Garcia Hamilton & Associates | Portfolio | 42,055,215 | 42,055,215 |
| Salem Trust | GNMA | 0 | 0 |
| Salem Trust: Goldman Sachs Treasury | MM | 11,404 | 11,404 |
| TOTAL EQUITY IN POOLED CASH | | | \$188,254,475 |
| TOTAL CASH AND INVESTMENTS | | | \$273,834,755 |

Attorney Fees Paid During the Month

| NAME | DESCRIPTION | CHECK DATE | CHECK AMOUNT |
|-----------------------------|--|------------|------------------|
| Buchanan Ingersoll & Rooney | IAFF Bargaining Agreement | 12/13/18 | 1,495.00 |
| Sugarman & Susskind, P.A. | Pension Retainer (Nov & Dec) | 12/13/18 | 5,100.00 |
| Bell & Roper | Las Olas, JWB Real Estate, SLG Investment: | 12/20/18 | 25,398.37 |
| TOTAL ATTORNEY FEES | | | 31,993.37 |

City of Jacksonville Beach, 11 North Third Street, Jacksonville Beach, FL 32250

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Cash and Investments by Type
 Fiscal Year to Date
 December 31, 2018

| Type of Investment | Beginning Balance 10/1/2018 | Investment Earnings | Realized Gain/(Loss) | Unrealized Gain/(Loss) | Fees | Net Investment Income | Net Deposits (Withdrawals) | Ending Balance 12/31/18 | Weighted Net Return* |
|--|-----------------------------|---------------------|----------------------|------------------------|------------------|-----------------------|----------------------------|-------------------------|----------------------|
| State Pooled Investment Fund | 14,966,730 | 120,149 | 0 | 0 | 0 | 120,149 | 5,431,107 | 20,517,986 | 0.07% |
| Money Market: Goldman Sachs Treasury | 11,503 | 53 | 0 | 0 | (152) | (99) | (0) | 11,404 | 0.00% |
| U.S. Treasury Stripped Coupons | 3,035,428 | 0 | 0 | 28,773 | 0 | 28,773 | 0 | 3,064,200 | 0.02% |
| Florida Municipal Investment Trust 0-2 Yr HQ Bond Fund | 12,059,542 | 57,301 | 0 | 0 | 0 | 57,301 | 0 | 12,116,843 | 0.03% |
| Sawgrass Asset Management | 44,007,963 | 252,447 | (65,285) | 268,725 | (23,961) | 431,925 | (5,250) | 44,434,638 | 0.23% |
| Insight Asset Management | 29,483,930 | (76,247) | (26,302) | 0 | (16,008) | (118,558) | (29,365,373) | 0 | 0.00% |
| Galliard Capital Management | 29,195,370 | 281,757 | (115,050) | 153,243 | (12,654) | 307,295 | 11,956,390 | 41,459,055 | 0.19% |
| Garcia Hamilton & Associates | 29,630,798 | 282,576 | (407,069) | 243,679 | (12,622) | 106,563 | 12,317,853 | 42,055,215 | 0.07% |
| Florida Trust | 0 | 26,909 | 0 | 0 | 0 | 26,909 | 20,500,000 | 20,526,909 | 0.03% |
| Operating Cash: Bank of America | 8,055,737 | 5,384 | 0 | 0 | (24,267) | (18,884) | (904,427) | 7,132,426 | -0.01% |
| Petty Cash | 6,725 | 0 | 0 | 0 | 0 | 0 | 0 | 6,725 | 0.00% |
| TOTAL CITY MANAGED INVESTMENTS AND CASH | 170,453,724 | 950,329 | (613,707) | 694,419 | (89,666) | 941,375 | 19,930,301 | 191,325,400 | 0.52% |
| Pension Fund: Salem Mutual Fund | 33,858,339 | 863,617 | 0 | (5,076,710) | 0 | (4,213,093) | 0 | 29,645,245 | -4.47% |
| Pension Fund: Sawgrass Asset Mgt | 23,857,182 | 188,513 | (61,646) | 224,168 | (18,172) | 332,863 | (0) | 24,190,045 | 0.41% |
| Pension Fund: Wells Capital | 15,788,041 | 28,964 | 96,440 | (2,749,612) | (22,449) | (2,646,657) | 0 | 13,141,384 | -2.67% |
| Pension Fund: MD Sass | 12,762,897 | 37,886 | (257,776) | (1,983,782) | (20,010) | (2,223,682) | 0 | 10,539,215 | -2.23% |
| Pension Fund: JPMCB - Strategic Property Fund | 4,937,925 | 0 | 0 | 55,540 | 0 | 55,540 | (0) | 4,993,465 | 0.07% |
| TOTAL PENSION INVESTMENTS | 91,204,384 | 1,118,980 | (222,982) | (9,530,396) | (60,631) | (8,695,030) | (0) | 82,509,355 | -9.53% |
| TOTAL CASH AND INVESTMENTS | 261,658,108 | 2,069,309 | (836,689) | (8,835,978) | (150,296) | (7,753,654) | 19,930,301 | 273,834,755 | |

*Fiscal year to date

Beaches Energy

Services

1460-A Shetter Ave

Jacksonville Beach

FL 32250

Phone: 904.247.6281

www.beachesenergy.com



BEACHES ENERGY
SERVICES

MEMORANDUM

TO: Karen Nelson, Deputy City Manager
FROM: Allen Putnam, Director of Beaches Energy Services
DATE: December 26, 2018
SUBJECT: Purchase of a 250MVA Autotransformer for Sampson Substation

ACTION REQUESTED

Award bid No. 1819-01 230/138 kV, 150/200/250 MVA, Autotransformer to the lowest, responsive, responsible bidder, Virginia Transformer Corp.

BACKGROUND

All three autotransformers at our Sampson substation (TR1, TR2 and TR3) have had to be taken out of service for unplanned repairs over the past year. All three transformers are currently back in service, but TR1 & TR2 are nearing 40 years of service. Beaches Energy Services (BES) intends to replace both TR1 & TR2 over the next five years. A project to replace one of these two transformers is currently underway and is scheduled to be completed in FY2020.

Beaches Energy Services requested that Leidos Engineering provide engineering services during the life cycle of the project to include the development of transformer technical specifications necessary to solicit bids.

This bid covers the purchase of one (1) 250MVA autotransformer for Sampson substation, which is Beaches Energy Services' primary interconnection to the Bulk Electric System in Northeast Florida.

To be eligible, bidders were required to be domiciled in the United States, and be pre-approved based on previous history of delivering quality products, on time. A domestic manufacture would reduce shipping costs and enable staff to observe numerous tests throughout the transformer manufacturing process.

MEMORANDUM

Autotransformer for Sampson Substation

December 26, 2018

Page 2 of 2

We solicited bids from four (4) approved manufactures and received three (3) responses.

Following is the tabulation of approved bidders:

| Vendor | Item | Bid Price | Evaluated Price With Losses |
|---------------------------|------------------------------|------------------|------------------------------------|
| Virginia Transformer | 230/138kV, 150/200/250MVA | \$2,151,287.00 | \$2,835,298.50 |
| Hyundai Power Transformer | 230/138kV, 150/200/250MVA | \$2,189,366.00 | \$2,906,837.00 |
| SPX | 230/138kV, 150/200/250MVA | \$2,944,042.00 | \$3,725,909.60 |

Pricing includes: manufacturing; shipping; installation and testing. The warranty period is five (5) years and the lead-time is approximately 10 months.

This procurement was included in the 2019 Capital Improvement Plan and funding is available in the Beaches Energy Services Capital Budget.

RECOMMENDATION

Award Bid Number 1819-01 230/138kV, 150/200/250MVA, Autotransformer to the lowest, responsive, responsible bidder, Virginia Transformer Corp., as explained in the memorandum from the Director of Beaches Energy Services dated December 26, 2018.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6274

Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: Karen Nelson, Deputy City Manager
FROM: Thomas Crumley, Services Division Commander
DATE: December 20, 2018
SUBJECT: RFP No. 07-1718, Parking Services

ACTION REQUESTED

Award RFP No. 07-1718 to SP Plus Municipal Services for Parking Services

BACKGROUND

The main objective of the Jacksonville Beach paid parking program has been to improve the security and safety of persons visiting the downtown. The paid parking program has been used to pay for security in the city owned Central Business District (CBD) parking lots and the Community Redevelopment Agency (CRA) owned parking lot, and we believe it has been effective in achieving that mission.

This RFP is to contract a qualified vendor that specializes in paid parking services. The RFP was advertised and eight (8) companies submitted proposals. A committee with personnel from the Police Department, Parking Services, and Finance critiqued the proposals and selected SP Plus Municipal Services (also known as, SP+) as the top bid. (See Memorandum from Luis Flores dated 07-17-18 titled, "RFP AWARD NOTICE" for selection criteria and details)

SP Plus is a national company with a regional office in Tampa, Florida along with an operations office located in Jacksonville. The company has several similar operations to what we currently use, along with several of the proposed technology-based operations that we feel is the best operation for the city moving forward.



MEMORANDUM

RFP No. 07-1718 – Parking Services

December 20, 2018

Page 2 of 2

The proposed technology will provide several advantages to us. The new program will provide a professional appearance to the program that has been lacking in past years. It will also limit the opportunity for employee theft by eliminating employees dealing with cash. The use of pay stations should also decrease traffic choke points, increase the flexibility of the program, and increase the reliability of our program results.

The proposed one (1) year contract provides a revenue share of 60% to the City of Jacksonville Beach and 40% to SP Plus. Moving away from the event style parking and going to automated pay stations, the company representatives expect to see an increase in revenues of up to 15% based on flat numbers. (Utilizing the \$5 per vehicle rate)

The contract period is for one (1) year and may be extended for three (3) additional one (1) year terms, for a total contract length not to exceed four (4) years. Extension terms are subject to mutual consent of the CITY and the CONTRACTOR.

RECOMMENDATION

Award RFP No. 07-1718 to SP Plus Municipal Services for parking services as described in the memo from Luis Flores, Purchasing and Procurement Officer dated September 4, 2018.

City of
Jacksonville Beach
Property and
Procurement Division
1460A Shetter Avenue
Jacksonville Beach
FL 32250
Phone: 904.247.6229
Email: purchasing@jaxbchfi.net
www.jacksonvillebeach.org

This is the only recommendation notice you will receive. If there are other representatives in your firm working on this project, please forward to their attention.

RFP AWARD NOTICE

Date: September 4, 2018
From: Luis F. Flores, Property and Procurement Officer
RE: **RFP No. 07-1718 Parking Services**

Recommendation will be presented to the City Manager and/or City Council for:

RFP Number: 07-1718
Title: Parking Services

Award to: **SP+ Municipal Services**

Attached is the Selection Committee collective score summary.

In accordance with the procedures set forth in Section XII K., of the City of Jacksonville Beach Purchasing Manual, a written notice of intent to file a protest must be filed with the Property and Procurement Officer within three (3) business days, Monday through Friday, 8:00 AM – 4:00 PM, after receipt by the respondent of the RFP Award Notice from the Property and Procurement Officer.

If awarded, please do not proceed with any work prior to receiving an official City of Jacksonville Beach Purchase Order and/or Notice-to-Proceed letter.

We would like to thank each respondent for their submittal.

Luis F. Flores

Luis F. Flores, Property and Procurement Officer
1460A Shetter Avenue, Jacksonville Beach, FL 32250



Evaluation Committee Collective Score Sheet and Summary Notes

Scoring Scale:

| | Points |
|--|--------|
| 1) Qualifications | 25 |
| 2) Experience and References with similar projects | 25 |
| 3) Methodology and Approach | 35 |
| 4) Proposed Compensation/Revenue Sharing Plan | 10 |
| 5) Proposal Package Format | 5 |

| VENDOR | EVALUATION CRITERIA | | | | | TOTAL | RANK |
|---|---------------------|-------|-------|------|------|-------|------|
| | 1 | 2 | 3 | 4 | 5 | | |
| Cambridge Transportation Labs | 13.75 | 13.75 | 17.5 | 10 | 4 | 59 | 7 |
| Elite Parking Services | 25 | 25 | 33.75 | 4 | 5 | 92.75 | 2 |
| Lanier Parking Solutions | 20 | 20 | 9 | 5.5 | 4.25 | 58.75 | 8 |
| LAZ Florida Parking LLC | 25 | 25 | 26.25 | 7.75 | 4.5 | 88.5 | 4 |
| Premier Parking of Tennessee LLC | 24.75 | 25 | 24 | 10 | 4.5 | 88.25 | 5 |
| Propark America | 25 | 24.75 | 33.75 | 3.25 | 5 | 91.75 | 3 |
| Republic Parking | 22.5 | 22.5 | 28.75 | 7.5 | 4.75 | 86 | 6 |
| SP+ Municipal Services | 25 | 24.75 | 31.25 | 8 | 5 | 94 | 1 |

Evaluation Criterion 1: Qualifications – 25 points

Briefly introduce your firm, providing a summary of the administration, organization and staffing of your firm, including multiple offices, if applicable. Provide an organizational chart indicating the positions and names of the core management team which will undertake this project.

Provide copies of any and all licenses and certifications under which the firm or individual operates and/or demonstrates training/skills that may enhance quality and timeliness of Respondent’s work on this type of project. This may include, but is not limited to professional licenses, occupational license(s), training certification(s), etc.

| VENDOR | COMMENTS | SCORE |
|---|--|-------|
| Cambridge Transportation Labs | No local presence – Massachusetts based firm. | 13.75 |
| Elite Parking Services | Met all requirements - Local company (Jacksonville) | 25 |
| Lanier Parking Solutions | Incumbent vendor - local presence, but disappointed with current performance. | 20 |
| LAZ Florida Parking LLC | Met all requirements - Florida regional offices – Jacksonville operations office. | 25 |
| Premier Parking of Tennessee LLC | Met all requirements – Orlando/Florida presence. | 24.75 |
| Propark America | Met all requirements, at Seaport – Jacksonville regional office. | 25 |
| Republic Parking | Met all requirements - Local presence but did not list local/Florida references. | 22.5 |
| SP+ Municipal Services | Met all requirements – Florida regional office – Jacksonville operations office. | 25 |

Evaluation Criterion 2: Experience and References with similar projects – 25 points

Describe the experience of the firm in the last five (5) years in performing services of similar size and scope. Each Respondent is to submit a listing of previously completed projects of comparable nature as described herein, that were performed in the last five (5) years. The listing is to include:

- a) Project name and/or number.
- b) Project location
- c) Project Start Date.
- d) Project Completion Date.
- e) Project Total Cost.
- f) Project Overview Summary – brief and succinct.
- g) Project Owner Reference:
 - i. Reference Name
 - ii. Reference Phone Number
 - iii. Reference email address.

| VENDOR | COMMENTS | SCORE |
|----------------------------------|--|-------|
| Cambridge Transportation Labs | Did not provide project locations – small, distant projects. | 13.75 |
| Elite Parking Services | Provided required documentation, adequate experience, vendor qualified to perform work as solicited. | 25 |
| Lanier Parking Solutions | Incumbent vendor, provided required documentation, adequate qualifications, vendor qualified to perform work as solicited. Familiar with condition and process; has had administrative challenges in recent years. | 20 |
| LAZ Florida Parking LLC | Provided required documentation, adequate experience, vendor qualified to perform work as solicited. | 25 |
| Premier Parking of Tennessee LLC | Provided required documentation, adequate experience, vendor qualified to perform work as solicited. | 25 |
| Propark America | Vendor qualified to perform work as solicited. | 24.75 |
| Republic Parking | Vendor qualified to perform work as solicited. | 22.5 |
| SP+ Municipal Services | Vendor qualified to perform work as solicited. | 24.75 |

Evaluation Criterion 3: Methodology and Approach – 35 points

Respondents must indicate a clear understanding of the scope of work by providing a detailed plan for this project, to include but not limited to the following:

- a) An outline of major tasks and responsibilities.
- b) Time frames and staff assigned for each task and responsibility.
- c) A description of technology and equipment to be used.
- d) A format and summary of all reports to be provided by the selected Contractor.

Proposals shall clearly distinguish the firms’ duties and responsibilities and those of the CITY. Absence of this distinction shall mean the firm is assuming full responsibility for the tasks.

| VENDOR | COMMENTS | SCORE |
|-------------------------------|---|-------|
| Cambridge Transportation Labs | Did not appear to understand City of Jacksonville Beach (COJB) needs. | 17.5 |

| | | |
|---|--|--------------|
| Elite Parking Services | Provided required documentation; has a good understanding of COJB needs. | 33.75 |
| Lanier Parking Solutions | Have not utilized referenced technology in the 5 years they have had the contract. Question commitment to proposed work plan. | 9 |
| LAZ Florida Parking LLC | 'Pay-by-Plate' system is different than we currently use but valuable/decent approach. | 26.25 |
| Premier Parking of Tennessee LLC | Staffing levels not clearly identified. | 24 |
| Propark America | Provided required documentation; has a good understanding of COJB needs. | 33.75 |
| Republic Parking | Provided required documentation. | 28.75 |
| SP+ Municipal Services | Provided required documentation and alternate plan. | 31.25 |

Evaluation Criterion 4: Proposed Compensation/Revenue Sharing Plan – 10 points

Provide proposed terms of percentage of revenue share between the Contractor and the CITY for each of the lots at: the Pier, Latham Plaza, 3rd Avenue North and CRA 2nd Street North Lot.

| VENDOR | COMMENTS | SCORE |
|---|--|--------------|
| Cambridge Transportation Labs | Tied for highest revenue share percentage for COJB. | 10 |
| Elite Parking Services | Among the lowest revenue share percentage for COJB. | 4 |
| Lanier Parking Solutions | Among the lower revenue share percentage for COJB. | 5.5 |
| LAZ Florida Parking LLC | Mid –range of revenue share percentage for COJB. | 7.75 |
| Premier Parking of Tennessee LLC | Tied for highest revenue share percentage for COJB. | 10 |
| Propark America | Sliding scale – lowest revenue share percentage for COJB. | 3.25 |
| Republic Parking | Mid –range of revenue share percentage for COJB. | 7.5 |
| SP+ Municipal Services | Mid –range of revenue share percentage for COJB. | 8 |

Evaluation Criterion 5: Proposal Package Format – 5 points

The Respondent shall be responsible for following the instructions contained herein and submitting an organized, comprehensive, and effectively presented proposal package which includes all of the required information and requested back-up documentation. The quality of the proposal package submitted by the Respondent is to be evaluated based on the format, organization, and thoroughness of documentation.

All proposals are to follow the same format, and shall be evaluated partially based on the Respondent’s ability to follow the instructions herein. To receive points for evaluation, the proposal package format is to address all required components, and follow the order of sections described below. The aim of the required format is to simplify the preparation and evaluation of the proposal packages. All proposal packages are to include the following components:

- a) Form 1: Proposal Tender Form
- b) Form 2: Award Notice Form
- c) Form 3: Required Disclosure Form
- d) Form 4: Drug-Free Workplace Compliance Form
- e) Form 5: Non-Collusion Affidavit
- f) Form 6: Non-Bankruptcy Affidavit
- g) Respondent’s Qualifications
- h) Respondent’s References & Experience with Similar Projects
- i) Respondent’s Methodology and Approach
- j) Respondent’s Proposed Compensation/Revenue Sharing Plan

City of Jacksonville Beach
RFP #: 07-1718
Title: Parking Services

Respondents may be requested to make a short presentation (no more than one hour) via conference call to assist in the evaluation of their proposal. The CITY will notify Respondents to schedule a time for the presentation (If required).

| VENDOR | COMMENTS | SCORE |
|---|---|--------------|
| Cambridge Transportation Labs | Provided required documentation as solicited. | 4 |
| Elite Parking Services | Quality proposal package submitted. | 5 |
| Lanier Parking Solutions | Provided required documentation as solicited. | 4.25 |
| LAZ Florida Parking LLC | Provided required documentation in the proper format as solicited. | 4.5 |
| Premier Parking of Tennessee LLC | Provided required documentation as solicited. | 4.5 |
| Propark America | Quality proposal package submitted. | 5 |
| Republic Parking | Provided required documentation as solicited. | 4.75 |
| SP+ Municipal Services | Quality proposal package submitted. | 5 |

**FORM OF AGREEMENT
FOR PARKING MANAGEMENT SERVICES
FOR THE CITY OF JACKSONVILLE BEACH, FLORIDA**

This Agreement is made and entered into by and between **THE CITY OF JACKSONVILLE BEACH, FLORIDA ("CITY")**, and **SP PLUS CORPORATION ("CONTRACTOR")**. CITY shall mean the City of Jacksonville Beach, Florida, a municipal corporation, acting through the City Manager or his designated representative. The City Manager is empowered to enforce the city's interest in this agreement.

The CITY has determined that it is reasonably necessary and appropriate to engage the services of a firm to provide parking facility management services at four public parking lots on certain dates and times during the peak summer season. In rendering these services, the CONTRACTOR shall exercise the ordinary standard of care expected in the parking facility management services industry.

NOW, THEREFORE, the CITY and the CONTRACTOR mutually agree as follows:

1. CONTRACTOR'S SERVICES

The CONTRACTOR shall have the sole and exclusive right to provide parking facility management for the CITY, as determined necessary by the CITY, at the Pier Parking Lot, 3rd Avenue North Parking Lot, CRA 2nd Street North Lot, and Latham Plaza Parking Lot, on the dates and times listed below:

For the period of March 15, 2019 through October 27, 2019*

Friday: 6:00 PM to 2:00 AM
Saturday: 10:00 AM to 2:00 AM
Sunday: 10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Holidays: 10:00 AM to 12:00 AM (midnight)

For the period of March 13, 2020 through November 1, 2020*

Friday: 6:00 PM to 2:00 AM
Saturday: 10:00 AM to 2:00 AM
Sunday: 10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Holidays: 10:00 AM to 12:00 AM (midnight)

For the period of March 12, 2021 through October 31, 2021*

Friday: 6:00 PM to 2:00 AM
Saturday: 10:00 AM to 2:00 AM
Sunday: 10:00 AM to 12:00 AM (2:00 AM if Monday is a holiday)
Holidays: 10:00 AM to 12:00 AM (midnight)

*NOTE: The following parking lots will NOT be utilized for paid parking during the following events and days: Great Atlantic Festival (Friday half of the lot and all day Saturday); and Springing the Blues (Friday, Saturday, Sunday);

All four parking lots will NOT be utilized for paid parking during the following events and days:

Jacksonville Beach Sea and Sky Spectacular (Air Show),

Beaches Opening Day Parade (Sunday)

Octoberfest.

The months, days, and hours of operation may be changed by the CITY by the following: (1) Providing the CONTRACTOR with notice thirty (30) days in advance; and (2) Mutual agreement between parties with respect to a change in CONTRACTOR'S compensation to reflect the CITY's changes.

2. STAFFING LEVELS

The level of staffing shall be determined by the CITY following consultation with the CONTRACTOR. The number of personnel required is anticipated to be one parking enforcement specialist during normal operating hours and one additional ambassador staff during peak operating hours.

3. SUPERVISION AND AUTHORITY

A. In order to be effective in the delivery of services, the CONTRACTOR must manage and supervise its employees; therefore, the CONTRACTOR shall be accountable for the direct supervision of its employees. The CITY shall make all requests regarding deployment, positioning, post assignments and conduct through the CONTRACTOR's Parking Facility Management Supervisor. The Parking Facility Management Supervisor will be accountable for the satisfaction of such requests to the extent that such requests are consistent with parking facility management policies, this Agreement and local, state and federal laws.

B. If, at any time, the CITY believes that any employee of the CONTRACTOR is unsatisfactory; the CITY shall notify the CONTRACTOR verbally and/or in writing of the reasons for its dissatisfaction with such employee. The CONTRACTOR shall promptly attempt to correct the employee's conduct to the satisfaction of the CITY. If the employee continues to be unsatisfactory to the CITY, or if the initial conduct was so egregious as to warrant dismissal, the CITY may demand that the CONTRACTOR cease using said employee at any CITY parking facility. The CONTRACTOR shall promptly comply with such request. The CITY agrees that any requests pursuant to this paragraph shall not be based upon unlawful discrimination in regard to an employee's race, religion, national origin, age, gender, or disability.

4. PARKING FACILITY MANAGEMENT STAFF RESPONSIBILITIES

The CONTRACTOR's personnel shall be responsible for implementing the written parking facility rules, regulations, and policies applicable to the CONTRACTOR and issued by the CITY to the CONTRACTOR. The CONTRACTOR's personnel shall work with and assist the CITY and the Police Department when necessary and appear in court and other proceedings as necessary. The CITY shall pay the hourly rate of any such CONTRACTOR personnel that attend such proceedings on behalf of or at the request of the CITY or the Police Department, but only if such attendance is required in connection with an incident at a parking facility, and if such proceeding does not involve CONTRACTOR liability. The CONTRACTOR'S personnel shall, upon the opening and closing of each lot, remove any debris and garbage/trash from the parking surfaces. The collected waste will then be placed in the garbage/trash receptacles located within the city lots.

The CONTRACTOR will provide customers the ability to pay via cash, credit card, and on-line pre-paid purchases of parking.

5. REPORTING TIMES

The CONTRACTOR shall ensure its parking facility management employees are on post ready to begin their shift no later than their scheduled starting time. Further, the CONTRACTOR shall ensure all parking facility management employees are fully briefed prior to the start of their shift on any operational issues at the parking facility.

6. PAYMENTS AND TERMS

A. The CITY shall have no upfront or ongoing expenses associated with the CONTRACTOR's provision of parking facility management services. The CONTRACTOR shall collect a fee according to the fee schedule listed in **Attachment C** per vehicle for every vehicle entering to park at one of the four parking lots, except that the CITY reserves the right to designate specific parking spaces or a specified number of spaces to be set aside for the CITY's use at certain dates and times. For those vehicles, no fee shall be charged. The CITY shall notify the CONTRACTOR in advance of the dates and times in which the CITY shall exercise this right. Furthermore, the CONTRACTOR shall permit City of Jacksonville Beach residents to park in lots at any time at no cost to the resident; in such cases, the CITY shall be responsible for reimbursing the CONTRACTOR the CONTRACTOR'S portion of the parking fee. The CITY will develop an identification process for City of Jacksonville Beach residents **Attachment D**.

B. The CONTRACTOR agrees to divide all revenues collected from the three lots, net of sales tax and credit card fees, at a rate of **forty percent (40%) to the**

CONTRACTOR and sixty percent (60%) to the CITY. The CONTRACTOR shall be responsible for paying all its operating expenses out of its forty percent (40%).

C. The CONTRACTOR shall remit to the CITY the CITY's portion of revenues collected. The payment coverage periods shall be monthly, and payments from the CONTRACTOR shall be remitted to the CITY by the fifteenth of the month following (e.g. June 15 for May, July 15 for June, August 15 for July, September 15 for August, and October 15 for September). Supporting documentation showing the number of tickets sold by day and lot shall be remitted along with the payment.

D. The CONTRACTOR shall utilize solar / electronic pay stations at each lot to complete parking payment transactions. The fee collection device shall be capable of collecting, reporting, and providing the following information:

1. Pay Station I.D. number,
2. Attendant I.D. number,
3. Transaction number,
4. Total transactions,
5. Date and time of entry ticket issue,
6. Rate structure applied to ticket,
7. Fee amount collected,
8. Total amount of fees collected,
9. Exception transaction identification (insufficient funds, etc.),
10. No charge ticket (City validation or resident parking) and total number of non-cash transactions; this task will be handled via a two-part ticket,
11. Receipt to the customer, and
12. All items in the proposal provided by the CONTRACTOR (see Attachment B).

The CITY reserves the right to inspect and audit all books and records of the CONTRACTOR, in whatever form they may be kept, pertaining to this contract at any time. The CONTRACTOR shall maintain accurate records at all times and shall retain all documentation supporting this contract for the duration of the contract and for at least five years following the completion of this contract. This collected information shall be available in report format for use by the CITY for reconciliation and auditing of all transactions conducted.

The CITY shall also have the right to access the lots to perform spot audits during normal operating hours. The audit will include City staff verifying that there is a transaction ticket for each vehicle parked.

7. UNIFORMS, EQUIPMENT, PARKING

The CONTRACTOR shall provide distinctive uniforms that clearly identify parking facility personnel as employees of the CONTRACTOR.

The CONTRACTOR'S personnel shall be provided parking at no cost to the CONTRACTOR or its personnel.

The CONTRACTOR shall be responsible for all of the necessary supplies and equipment including but not limited to barricades, cones, signage, and any other necessary equipment required to secure the parking lots. The CONTRACTOR will be responsible for the daily placement and removal of all items to secure the lots. The CONTRACTOR will supply a storage pod that will be stored in a designated parking space located in the Latham Plaza parking lot.

8. DESTRUCTION OF OR DAMAGE TO PREMISES

If the Premises are totally destroyed by hurricane, fire, storm, lightning, earthquake, or other casualty, and including destruction due to bombing, shelling, or other war damage, this Agreement may be terminated by the City or Contactor and the rental accounted for as of that date.

9. PERMITS

The CONTRACTOR and its officers, agents, and employees shall obtain and maintain all permits and licenses necessary for the CONTRACTOR's performance hereunder, at the CONTRACTOR's cost.

10. TAXES AND ASSESSMENTS

See Attachment A.

11. INSURANCE REQUIREMENTS

GENERAL PROVISIONS

Loss Control/Safety: Precaution shall be exercised at all times by the CONTRACTOR for the protection of all persons, employees, and property. The CONTRACTOR shall comply with all laws, regulations and ordinances related to safety and health, shall make special efforts to detect hazardous conditions, and shall take prompt action where loss control measures should reasonably be expected.

CITY expressly acknowledges that the CONTRACTOR's obligations in connection with the management, operation and promotion of the parking facility, and employment of persons in connection therewith, do not include the rendition of service, supervision, or furnishing of personnel in connection with the personal safety and security of employees, tenants, customers, or other persons within and about the parking facility. CONTRACTOR does not have knowledge or expertise as a guard or security service and does not employ personnel for that purpose, nor do CONTRACTOR's employees

undertake the obligation to guard or protect customers against the intentional acts of third parties. CITY shall determine, at CITY's discretion, whether and to what extent any precautionary warnings, security devices, or security services may be required to protect patrons in and about the parking facility.

PROOF OF CARRIAGE OF INSURANCE NAMING CITY AS ADDITIONAL INSURED

The CONTRACTOR shall furnish the CITY with satisfactory proof of carriage of insurance required herein. The CONTRACTOR shall name the CITY as additional insured on the CONTRACTOR's, and any sub-consultant's or sub-contractor's Public Liability, Property Damage and Comprehensive Automobile Liability Insurance Policies. The additional insured shall be provided the same coverage as the primary insured for losses arising from work performed by the CONTRACTOR or its sub-consultants or sub-contractors. The proof of carriage or a copy of all policies shall be required prior to commencement of any work under this Contract.

INSURANCE REQUIREMENTS

Basic Coverages Required: During the term of this contract, the CONTRACTOR shall procure and maintain the following-described insurance and/or self-insurance, except for coverages specifically waived by the CITY. All policies and insurers must be acceptable to the CITY. The City shall be named as additional insured on all policies.

These insurance requirements shall not limit the liability of the CONTRACTOR. The CITY does not represent these types of amounts of insurance to be sufficient or adequate to protect the CONTRACTOR's interests or liabilities but are merely minimums.

Workers' Compensation Coverage is required.

The CONTRACTOR shall purchase and maintain Workers' Compensation insurance for all Workers' Compensation obligations imposed by state law with employers' liability limits of at least \$100,000 each accident, \$100,000 each employee, and \$500,000 policy limit for disease.

The CONTRACTOR shall also purchase any other coverages required by law for the benefit of employees.

General Liability Coverage is required.

Commercial General Liability in Occurrence Form.

Coverage A shall include operations, independent Contractors, and property damage.

Coverage B shall include personal injury and is required.

Coverage C, medical payments, is not required.

Amounts: Bodily Injury \$1,000,000 Each occurrence

| | | |
|-----------------|-------------|-----------------|
| | \$1,000,000 | Aggregate |
| Property Damage | \$1,000,000 | Each occurrence |
| | \$1,000,000 | Aggregate |

Business Auto Liability Coverage is required.

Business Auto Liability coverage shall include bodily injury and property damage arising out of ownership, maintenance, or use of any vehicle, including owned, non-owned, hired vehicle, and employee non-ownership use.

Amounts: Same as General Liability

Crime insurance, including Employee Dishonesty, is required.

Amounts: \$100,000

Umbrella Liability insurance is preferred, but an Excess Liability equivalent may be allowed. Whichever type of coverage is provided, it shall not be more restrictive than the underlying insurance policy coverage.

Claims Made Coverage — No Gap.

If any of the required liability insurance is provided on a "claims made" form, such coverage shall extend for a period of not less than 36 months following completion of the contract. In the event of termination of a claims-made policy, extended coverage may be provided by assurance that extended discovery coverage of at least 36 months will be purchased from the expiring insurer, or by assurance that the succeeding insurer will provide retroactive coverage with an inception date of at least on or before the effective date of this contract.

CERTIFICATES OF INSURANCE

Required insurance shall be documented in Certificates of Insurance which provide that the CITY shall be notified at least thirty (30) calendar days in advance of cancellation, non-renewal, or adverse change.

New Certificates of Insurance are to be provided to the CITY at least fifteen (15) calendar days prior to coverage renewals.

The CONTRACTOR shall furnish complete copies of the CONTRACTOR's insurance policies, forms, and endorsements.

For Commercial General Liability coverage, the CONTRACTOR shall at the option of the CITY, provide an indication of the amount of claims, payments, or reserves

chargeable to the aggregate amount of liability coverage. NOTE: Any sub-contractors approved by the CITY shall be required to provide proof of insurance identical in amounts as required by the contract to perform related services. All coverage shall name the CITY as "additional insured".

Receipt of certificates or other documents of insurance or policies or copies of policies by the CITY, or by any of its representatives, which indicate less coverage than required will not constitute a waiver of the CONTRACTOR's obligation to fulfill the insurance requirements herein.

12. INDEMNIFICATION

A. The CITY shall be held harmless by the CONTRACTOR against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use resulting there from, arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

B. The CITY shall be held harmless by the CONTRACTOR against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance of the agreement or contract, unless such claims are a result of the CITY's own negligence.

C. Payment on Behalf of the CITY: The CONTRACTOR agrees to pay on behalf of the CITY the CITY's legal defense for all claims described herein only if due to CONTRACTOR's negligence. Such payment on behalf of the CITY shall be in addition to all other legal remedies available to the CITY and shall not be considered to be the CITY's exclusive remedy.

13. INDEPENDENT CONTRACTOR STATUS

This Agreement is not intended and shall not be construed to create the relationship of agent, servant, employee, partnership, joint venture or association as between the CITY and CONTRACTOR. All CONTRACTOR personnel furnishing services pursuant to this Agreement are for all purposes, including Workers' Compensation liability, employees solely of CONTRACTOR and not of the CITY.

14. PROHIBITION AGAINST ASSIGNMENT OR DELEGATION

This Agreement shall bind and benefit the parties and their respective heirs, representatives, successors and assigns. However, this Agreement shall not be assigned or otherwise transferred by either party hereunder without the prior written consent of the other party, whose consent may not be unreasonably withheld.

15. NOTICES

Any notice or other communication given hereunder or in connection herewith shall be sufficiently given if in writing and (a) sent by certified mail or overnight courier, postage or delivery costs prepaid and return receipt requested, (b) sent by facsimile or e-mail transmission, or (c) delivered personally, to the parties hereto at the following addresses or to such addresses as the parties may from time to time provide in accordance herewith:

CITY: Karen Nelson
Interim City Manager
City of Jacksonville Beach 11 North Third Street
Jacksonville Beach, Florida 32250

CONTRACTOR: ATTN: Jeffery Jones Vice President
SP PLUS CORPORATION
630 West Adams Street #402
Jacksonville, FL. 32204

Such notice shall be deemed given on the date on which personally served or, if by mail, on the third (3rd) day after being posted or on the date of actual receipt, whichever is earlier, or if by facsimile transaction with confirmation of receipt, one (1) business day after sent or the time of actual receipt, whichever is earlier.

16. **TERM AND TERMINATION**

A. This contract will be in effect for the summer season of 2019 and if extended, can continue into 2020, 2021, and 2022. The summer season for the one year contract will commence on or about March 15th and terminate on or about October 31st of each year. Upon written notification, the CITY may exercise an option to extend this Agreement for up to three (3) one year periods with all conditions of this Agreement remaining the same, except that the CITY and the CONTRACTOR shall mutually agree upon the percentage of revenue distribution for the upcoming term prior to the commencement thereof.

B. Should either party be in material default under the terms of this Agreement, the non-defaulting party shall provide written notice of the default. The defaulting party shall have thirty (30) days to cure or take reasonable steps to begin to cure, depending on the circumstances, the default. Should the defaulting party fail to meet the foregoing requirement, the non-defaulting party may terminate this Agreement upon delivery of written notice of termination to the other party.

C. Should either party wish to cancel this contract without cause, during the course of the term of the contact, they can do so by notifying the parties involved in writing with at least thirty days (30) notification, without penalty.

17. INTEGRATED AGREEMENT

- A. This Agreement sets forth all of the rights and duties of the parties with respect to the subject matter hereof, and replaces any and all previous agreements or understandings, whether written or oral, relating thereto. This Agreement may be amended only in writing, signed by persons authorized to bind the parties thereto.
- B. For the convenience of the parties, this Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which shall constitute one and the same Agreement.

18. BREACH

Except for excusable delays, if any party fails to perform, in whole or in part, any promise, covenant or agreement set forth herein, or should any representation made by either party be untrue, any aggrieved party may avail itself of all rights and remedies, in law or equity, in the courts of law. Said rights and remedies are cumulative of those provided for herein, except that in no event shall any party recover more than once, suffer a penalty or forfeiture, or be unjustly compensated.

19. APPLICABLE LAW, INTERPRETATION AND SEVERABILITY

A. Each party's performance hereunder shall comply with all applicable federal, state and local laws. This Agreement shall be enforced and interpreted under the laws of the State of Florida. Should any part, term or provision of this Agreement be held void, illegal, unenforceable or in conflict with any law of a federal, state or local government having jurisdiction over this Agreement, the validity of the remaining parts or provisions of this Agreement shall not be affected thereby.

B. Section headings contained herein are solely for the purpose of aiding in the speedy location of subject matter and are not in any sense to be given weight in the construction of this Agreement. Accordingly, in case of any question with respect to the construction of this Agreement, it is to be construed as if such section headings had been omitted.

C. This Agreement has been negotiated at arm's length between the parties hereto, both of which are sophisticated and knowledgeable in the matters dealt with in this Agreement. Accordingly, any rule of law or legal decision that would require any ambiguities in this Agreement to be interpreted against the party that drafted it is not applicable and is hereby waived. The provisions of this Agreement shall be interpreted in a reasonable manner to give effect to the purpose and intent of the parties.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be duly executed by their authorized representatives.

FOR THE CITY OF JACKSONVILLE BEACH

CITY MANAGER:

MAYOR:

Date: _____ Date: _____

By: _____ By: _____

Name: _____ Name: _____

CONTRACTOR: **SP PLUS CORPORATION**

Date: _____

By: _____

Name: _____

Title: _____

Attachment A

The purpose of this contract is for the CONTRACTOR to manage a parking program. The CITY asserts that there are no ad valorem taxes or special assessments due on the city parking lots related to this contract. These parking lots are municipal property and are not being leased and therefore are not subject to ad valorem taxes, nor are any special assessments recorded against these properties. If the contract should become subject to ad valorem taxes or special assessments, the contract may be terminated or renegotiated with no liability for the ad valorem taxes or special assessments to the CONTRACTOR.

Attachment B

Refer to the CONTRACTOR's proposal to the City of Jacksonville Beach RFP No. 07-1718 PARKING SERVICES dated August 15, 2018.

Attachment C

FEE Schedule proposed by the CONTRACTOR and CITY to allow discounted short-term parking and promote turnover for local businesses.

| | |
|-------------------|---|
| Less than 2 hours | \$3.00 |
| Over 2 hours | \$1.00 per hour up to the max parking rate. |
| Max Parking rate | \$7.00 All day parking. |

Holiday Rate

| | |
|-------------------|---------------------------|
| Less than 2 hours | \$5.00 |
| Over 2 hours | \$10.00 max parking rate. |
| Max Parking rate | \$10.00. |

Attachment D

Residential Parking Program, refer to Section 6 (A) Payments and Terms. The CONTRACTOR's proposal to the City of Jacksonville Beach is to establish a residential parking registry database. This database would allow residents to park for free after annually registering their vehicle with the city. This database will ensure proper billing and tracking the number of spaces utilized by residents. This database will be maintained by the Parking Enforcement Coordinator and residents must register through the Police Department Annually.

JACKSONVILLE BEACH

City of

Jacksonville Beach

Operations &

Maintenance Facility

Department of Public

Works

1460-A Shetter Avenue

Jacksonville Beach

FL 32250

Phone: 904.247.6211
904.247.6219

Fax: 904.247.6117

www.jacksonvillebeach.org

MEMORANDUM

TO: Karen W. Nelson, Deputy City Manager

FROM: David Millinor, Public Works Director

DATE: January 07, 2019

SUBJECT: Interlocal Agreement with the City of Neptune Beach to Provide Water Service to 37 Residential Properties in Neptune Beach

ACTION REQUESTED

Authorize the Mayor and City Manager to execute an interlocal agreement with the City of Neptune Beach (CONB) to provide water service to 37 residential properties in Neptune Beach located north of Seagate Avenue and south of Hopkins Creek while Florida Department of Transportation (FDOT) rebuilds the Kings Road bridge.

BACKGROUND

As part of the A1A Drainage Improvements project, FDOT will be replacing the Kings Road bridge that crosses Hopkins Creek. The water main used to supply potable water to Neptune Beach residents south of Hopkins Creek is attached to the existing bridge and will be taken out of service for approximately a year while the bridge is rebuilt. Once the new bridge is in place a new water main will be constructed to provide service to the Neptune Beach residents.

In order for Jacksonville Beach to provide potable water to the Neptune Beach residents, two cross connection valves (one on the CONB side and one on the COJB side) will be opened. The two cities have an existing interlocal agreement dating to 2008 for COJB to provide water and sewer to 5 residences in CONB at the end of Seagate Ave. The 2008 agreement lays out the billing model where CONB reads the meters and pays COJB for the water and then CONB bills their residents. This model has worked since 2008 and has had minimal impact of COJB personnel or resources and therefore will also be the billing model used for the new agreement.

The Neptune Beach City Council plans to workshop the attached agreement at their January 22, 2019 meeting and place it on the agenda for a vote at their February 4, 2019 meeting.



MEMORANDUM

Interlocal Agreement with City of Neptune Beach

January 07, 2018

Page 2 of 2

RECOMMENDATION

Approve the interlocal agreement with the City of Neptune Beach to provide potable water supply to 37 residential properties in Neptune Beach and authorize the Mayor and City Manager to execute the agreement.

**INTERLOCAL AGREEMENT BETWEEN THE
CITIES OF JACKSONVILLE BEACH, FLORIDA,
AND NEPTUNE BEACH, FLORIDA, RELATING
TO THE PROVISION OF EMERGENCY WATER
SUPPLY CONNECTION SERVICES**

THIS IS AN INTERLOCAL AGREEMENT by and between the City of Jacksonville Beach, Florida, a municipal corporation, hereinafter called "JACKSONVILLE BEACH", and the City of Neptune Beach, Florida, a municipal corporation, hereinafter called "NEPTUNE BEACH".

WITNESSETH

WHEREAS, Chapter 166, Florida Statutes, Municipalities, Section 166.021, Powers, authorizes JACKSONVILLE BEACH and NEPTUNE BEACH to enter into interlocal agreements for the provision of services; and

WHEREAS, NEPTUNE BEACH has requested that JACKSONVILLE BEACH provide temporary water supply, by opening two existing closed interconnections, for the period of time the Kings Road Bridge is being constructed to provide water services to the Neptune Beach residents on the south side of the bridge while it is under construction, and

WHEREAS, JACKSONVILLE BEACH has the capability and agrees to perform these services on behalf of NEPTUNE BEACH.

NOW, THEREFORE, in consideration of the terms, conditions, promises, covenants, and payments hereinafter set forth, the parties agree as follows:

Section 1. Recitals. The above recitals are true and correct and incorporated herein.

Section 2. Term of Agreement. This Agreement shall take effect on the date the two interconnections are opened, and continue in effect until such interconnections are closed. This Agreement or similar water interconnection services may be renewed for additional terms of one (1) or more years upon approval by JACKSONVILLE BEACH and NEPTUNE BEACH.

Section 3. Jacksonville Beach Obligations. JACKSONVILLE BEACH shall provide the water supply interconnection and bill NEPTUNE BEACH for water services in accordance with the rates paid by Jacksonville Beach water customers.

Section 4. Neptune Beach Obligations. NEPTUNE BEACH shall:

1. Provide monthly water consumption data to JACKSONVILLE BEACH for the individual residents that are provided water services through the water supply interconnections and pay JACKSONVILLE BEACH directly for such services.

2. Hold JACKSONVILLE BEACH harmless against all claims for bodily injury, sickness, disease, death or personal injury or damage to property or loss of use arising out of performance under this Agreement.

3. Hold JACKSONVILLE BEACH harmless against all claims for financial loss with respect to the provision of or failure to provide professional or other services resulting in professional malpractice, or errors or omissions liability arising out of performance under this Agreement.

Section 5. Compensation.

1. NEPTUNE BEACH shall pay JACKSONVILLE BEACH in accordance with the rates for water services provided for in Section 32-20, City of Jacksonville Beach Code of Ordinances.

2. The amount due monthly for services pursuant to this Agreement shall be paid in total to JACKSONVILLE BEACH within 20 days of the billing date.

Section 6. Termination. Either party may terminate this agreement for any reason at any time by providing thirty days (30) days advance written notice thereof to the other party or on a date otherwise agreed to by mutual consent of both parties.

Section 7. Amendment to the Agreement. No modification, amendment, or alteration of the terms or conditions of this Agreement shall be effective unless contained in a written document executed by the parties hereto.

Section 8. Notices.

1. All notices, demands, or other writings required to be given or made or sent in this Agreement, or which may be given or made or sent, by either party to the other, shall be deemed to have been fully given or made or sent when in writing and addressed as follows:

JACKSONVILLE BEACH

City Manager
City of Jacksonville Beach
11 North 3rd Street
Jacksonville Beach, FL 32250

NEPTUNE BEACH

City Manager
City of Neptune Beach
116 1st Street
Neptune Beach, FL 32266

2. All notices required, or which may be given hereunder, shall be considered properly given if (1) personally delivered, (2) sent by certified United States mail, return receipt requested, or (3) sent by Federal Express or other equivalent overnight letter delivery company.

3. The effective date of such notices shall be the date personally delivered, or if sent by mail, the date of the postmark, or if sent by overnight delivery company, the date the notice was picked up by the overnight delivery company.

4. The parties may designate other parties or addresses to which notice shall be sent by notifying, in writing, the other party in the manner designated for the filing of notice hereunder.

Section 9. Entire Agreement. This document embodies the entire Agreement between the parties. It may not be modified or terminated except as provided herein.

Section 10. Severability. If any provision of this Agreement is found by a court of competent jurisdiction to be invalid, it shall be considered deleted here from, and shall not invalidate the remaining provisions.

IN WITNESS WHEREOF, the parties have made and executed this Agreement on the respective dates under each signature: JACKSONVILLE BEACH through its City Council, signing by and through its Mayor and City Manager, authorized the same by Council action on the ___ day of _____, 2019, and NEPTUNE BEACH through its City Council, signing by and through its Mayor, authorized the same by Council action on the ___ day of _____, 2019.

CITY OF JACKSONVILLE BEACH:

ATTEST:

Laurie Scott, City Clerk

William C. Latham, Mayor

Date _____

Michael J. Staffopoulos, City Manager

Date: _____

CITY OF NEPTUNE BEACH:

ATTEST:

Catherine Ponson, City Clerk

Elaine Brown, Mayor

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

MEMORANDUM

TO: Karen W. Nelson, Deputy City Manager
FROM: Ann Meuse, Human Resources Director
SUBJECT: Ratification of IAFF Contract, Effective October 1, 2017
DATE: January 7, 2019

ACTION REQUESTED

Ratify the Collective Bargaining Agreement with the International Association of Firefighters, Local 2622, effective October 1, 2017.

BACKGROUND

The City and the IAFF began negotiations in October 2017 for a three-year contract. Eleven bargaining sessions were held and on December 28, 2018, the union held a vote among its members and ratified the contract. Major provisions of the agreement are as follows:

Duration

- A three-year contract effective October 1, 2017 and expiring September 30, 2020.

Wages

- Provides for a merit based step pay plan in accordance with the Pay Grade Schedule, (*Attachment A, Schedule A*), whereby bargaining unit employees will receive the greater of:
 - 2% above his or her base wage rate effective October 1, 2017 and placed in the closest step within his or her pay grade,
- Provides for a merit based step increase upon annual evaluation as employees advance through the Pay Grade Schedule. The increase is based on whether the employee "meets" or "exceeds" expectations.
- Increases the Pay Grade Schedule by 4% effective October 1, 2018 and by 4% effective October 1, 2019.



Memorandum to Karen W. Nelson

January 7, 2019

Page 2 of 2

- Provides for a lump sum award, based on merit, of 2%-3% for employees who have reached the maximum rate in the assigned pay grade.

Retirement

- Provides for all annual and accumulated premium tax revenues to be used to offset the City's pension contributions.

Proposed changes to the existing language are highlighted in *Attachment A*.

RECOMMENDATION

Ratify the three-year Collective Bargaining Agreement with International Association of Firefighters, Local 2622, effective October 1, 2017.

COLLECTIVE BARGAINING AGREEMENT

between

INTERNATIONAL ASSOCIATION OF FIREFIGHTERS

LOCAL 2622

and

CITY OF JACKSONVILLE BEACH



Effective ~~June 1, 2014~~ October 1, 2017

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ARTICLE 1
AGREEMENT

- 1.1 This agreement entered into ~~this 1st day of June, 2014~~ effective October 1, 2017 by and among the City of Jacksonville Beach, hereinafter referred to collectively as the "City," and the International Association of Firefighters Local #2622, hereinafter referred to as "union". It is understood that the Fire Department of the City of Jacksonville Beach is engaged in furnishing essential comfort and general well-being to the public and both parties hereto recognize the need of continuous and reliable service to the public. It is the intent and purpose of this Agreement to set forth herein basic and full agreement between the parties concerning rates of pay, hours and terms and conditions of employment, to provide for equitable and peaceful adjustment of differences which may arise. There shall be no individual arrangement contrary to the terms herein provided.

ARTICLE 2

RECOGNITION

2.1 The City hereby recognizes the Union 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 456 of April 17, 1979.

INCLUDED: All Firefighters, Firefighter/Engineers, and Lieutenants of the Jacksonville Beach Fire Department, including the Training Lieutenant and Fire Safety Specialist.

EXCLUDED: Fire Chief, Captains, Fire Marshal, Administrative Secretary and all other employees of the City of Jacksonville Beach.

ARTICLE 3

STRIKE PROHIBITION AND WORK REQUIREMENTS

- 3.1 The Union and bargaining unit members shall have no right to engage in any work stoppage, slow down or strike, or to withhold services.
- 3.2 Any and all employees who violate any provision of the law prohibiting strikes or this Article may be disciplined, up to and including discharge, by the City.
- 3.3 In justice and fairness to the City and taxpayers, all employees shall be required to report to work on time, shall not leave the job early, shall be prompt in reporting to their assigned duties, and shall faithfully perform their duties. The City and the Union agree that the basic intent of this Agreement is to provide conditions of employment suitable to maintain a competent work force.

ARTICLE 4

MANAGEMENTS RIGHTS

4.1 The City expressly reserves all rights, powers and authority customarily exercised by governmental management, including all inherent and common law management rights and functions which the City has not expressly modified or delegated by express provisions of the 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, and nothing shall be interpreted as interfering in any way with the City's right to alter, re-arrange, or change, extend, limit or curtail its operations or any part thereof unless specifically addressed 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.

In order to clarify some of the more important unilateral rights retained by City management, the City shall have the following unilateral management rights:

- (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 and type of equipment, vehicles, materials, and supplies to be used, operated, or distributed;
- (c) to hire, re-hire, lay-off and recall employees;
- (d) to reprimand, discharge or otherwise discipline employees for 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 assign work that is within the scope of the basic employment duties that the employees were hired to perform;
- (j) to discontinue, temporarily or permanently, in whole or in part of its Fire Department or operations and to transfer, or assign all or any part of its operations or any part thereto to new facilities;

- (k) to expand, reduce, alter, combine, transfer, assign, cease or create any job, job classification, department or operation for any purposes;
 - (l) to contract and sub-contract existing and future work;
 - (m) to control and regulate or discontinue the use of supplies, equipment, vehicles and other property used, owned, possessed or leased by the City;
 - (n) to introduce new, different or improved methods, means and processes of conducting the business of the City, transportation, maintenance, service and operations;
 - (o) to determine the qualifications for and to select its supervisory, clerical, professional, part-time and management employees; and
 - (p) to determine the work to be performed during the employee's regular work day and require that all work be performed in a satisfactory and workmanlike manner.
- 4.2 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 the Agreement.
- 4.3 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.
- 4.4 If, in the sole discretion of the Mayor, 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, except for work performed during emergencies shall be compensated as set forth in this Agreement.
- 4.5 It is agreed that every incidental duty connected with operations enumerated in job descriptions is not always comprehensive and employees at the discretion of the City may be required to perform duties not within their specific job descriptions as long as they are related to Fire Department operations and are within the responsibilities of the Fire Chief and have his approval.

ARTICLE 5

NON-DISCRIMINATION

- 5.1 There shall be no discrimination against any worker, namely by reason of race, national origin, religion, color, creed, sex, age, disability or 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 the full utilization of employee's skill and ability.

- 5.2 The Union agrees to support the City's Equal Employment Opportunity Plan provided it is within the scope of applicable laws. If the plan violates any contract provision or law, it may be appealed through the grievance procedure as outlined in Article 29. The City agrees to provide the Union with a copy of any Equal Employment Opportunity Plan and Amendments adopted by the City.

ARTICLE 6

PAYROLL DEDUCTION AND DUES

- 6.1 The City agrees to deduct once each pay period, the Union dues of said employees who individually and voluntarily certify in writing on prescribed Dues Permit Form (Appendix "A") that they authorize such deductions. No authorization shall be allowed for payment of initiation fee or assessment of fines. The Treasurer of the Union shall notify the City of any subsequent change in the amount of union dues to be deducted, and shall so certify. Any change 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. The Union also agrees to reimburse the City the cost of any change in the amount of membership dues at the rate of TWENTY-SIX AND 82/100 (\$26.82) per change for the total membership. The check to cover the cost shall accompany the letter of change notice.

It is understood and agreed that the City shall assess a charge of EIGHTEEN DOLLARS AND 66/100 (\$18.66) per month to the Union for such services. The City shall remit once each month, monies collected less the \$18.66 service charge to the Treasurer of the Union by the 15th of the following month. The City remittance will be deemed correct if the Union does not give written notice to the City within fifteen (15) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is incorrect.

- 6.2 If there is an amount deducted in excess of what is authorized by this Agreement, the employee affected shall seek recourse with the Union and not the City.
- 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 the result of relying upon any assignment and dues deduction authorization or other notice furnished by the Union or its members to the City.
- 6.4 Any employee may withdraw from membership in the Union at any time upon written thirty (30) day notice to the City and Union. Upon receipt of such notification, the City shall terminate dues on the pay date immediately following the expiration of the 30 day notice period.

APPENDIX "A"

PAYROLL DEDUCTION AUTHORIZATION

NAME _____ DEPARTMENT _____

EMPLOYER _____

EFFECTIVE DATE _____

I hereby request and authorize the City of Jacksonville Beach to deduct from my earnings, once each pay period, Union dues in the amount of and certified to be current by the Treasurer of the IAFF Local # 2622. The amount deducted less service charges shall be remitted to the Treasurer of the IAFF Local # 2622.

Signature of Union Member

ARTICLE 7

UNION STEWARDS AND REPRESENTATIVES

- 7.1 To preserve the delivery of services and in accordance with Section 447.509, Fla. Statutes, the Union, their members, agents, or representative, or any persons acting on their 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, fire stations, and any similar public installations. Distribution of literature may be allowed during non-working time in non-working areas, such as the bunk rooms, kitchen, TV room and the Fire Department parking lot. There shall be no signing or organizational activity, collection of fees, dues or assessments, meetings or other union business activity (referred to herein as "union business") during working time. Such union business may, however, be conducted between employees, provided that it occurs during non-working time of each of the employees. As used herein, "non-working time" shall mean time that the employee is not actually performing, scheduled or assigned to perform duties related to the employee's employment with the City, including during the employee's lunch and dinner periods, and during time allowed for PT and personal time, so long as the employee has not been assigned a work related duty or assignment during this time.
- 7.2 A complete list of Union Representatives shall be furnished to the City, and any changes shall be reported in advance in writing to the City prior to the Union Representatives conducting any Union business.
- 7.3 Contract ratification votes and election of officers may be conducted in the fire station subject to approval by the Fire Chief.

ARTICLE 8

SAFETY AND HEALTH

- 8.1 The parties agree that they will conform to and comply with applicable laws as to safety and health.
- 8.2 The City and the Union will cooperate in the continuous objective of eliminating safety and health hazards due to unsafe working conditions.
- 8.3 Any employee of the bargaining unit who does not comply with the safety rules and regulations may be subject to disciplinary action, up to and including discharge.
- 8.4 The City will provide immunizations for Hepatitis B Series and Tetanus Booster.

ARTICLE 9

PENSION

- 9.1 Retirement benefits and employee contributions for employees covered by this Agreement shall be as provided in the City of Jacksonville Beach Firefighters' Retirement Plan (the "Plan"), ~~except as provided below. All changes to the existing Plan shall take effect XX/XX, 2014 or upon implementation of this Agreement, if later~~ effective July 21, 2014 (the "effective date").
- 9.2 The benefit multiplier shall be 3.0% for all credited service on and after the effective date, up to the maximum benefit provided in section 9.3 below. Employees who are employed on the effective date shall retain their accrued benefits based on service prior to the effective date.
- 9.3 The maximum benefit shall be 90% of final average compensation or \$90,000 annually, whichever is less; provided, any employee who has accrued a benefit percentage in excess of 90% or an annual benefit of more than \$90,000 on the effective date shall retain that accrued benefit, but shall not accrue any additional benefit percentage or amount after the effective date.
- 9.4 Compensation for pension purposes on and after the effective date shall be base pay plus longevity pay and incentive pay, and shall exclude overtime pay and all other compensation.
- 9.5 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 52 with 25 years of credited service, age 55 with 10 years of credited service, or 30 years of credited service regardless of age, 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 52 with 25 years of credited service, age 55 with 5 years of credited service, or 30 years of credited service regardless of age.
- 9.6 The early retirement benefit ~~shall be~~ was eliminated on the effective date; provided, employees who ~~have~~ attained age 50 with 10 or more years of credited service or 20 years of credited regardless of age on the effective date shall retain the ~~current~~ early retirement benefit.
- 9.7 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 52 with 25 years of credited service or age 55 with 10 years of credited service, or age 65 with 5 years of credited service, whichever is earliest.

- 9.8 There shall be no cost of living adjustment for employees hired on or after the effective date. Employees who are employed on the effective date shall retain the current 2% cost of living adjustment for benefits based on credited service before the effective date, and shall have a 1% annual cost of living adjustment applied to benefits based on credited service on and after the effective date.
- 9.9 The above changes shall not apply to any employee who has reached age 52 with 25 years of credited service, age 55 with 5 years of credited service, or 30 years of credited service regardless of age on the effective date.
- 9.10 The DROP ~~shall be~~ was closed to new members on the effective date, and replaced with a BACK-DROP. Employees who ~~are participating~~ participated 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 reach 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~~ were 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%. The member's benefit will then be actuarially adjusted to reflect the lump sum payment.
- 9.11 ~~Commencing on the effective date, the~~ The employee contribution shall be 7.95% of compensation.
- 9.12 ~~The parties agree that all accumulated additional premium tax revenues as reflected in the October 1, 2012 actuarial valuation shall be used to reduce the unfunded actuarial accrued liability of the Plan. All annual premium tax revenues received pursuant to Chapter 175, Florida Statutes, will continue to be used to offset the City's pension contributions.~~
- 9.13 All accumulated excess premium tax revenues as of October 1, 2016 will be used to offset the City's pension contributions.
- 9.14 In accordance with section 175.351(6), Florida Statutes, a defined contribution plan component ("share plan") will be established as part of the defined benefit pension plan, to be funded exclusively with Chapter 175 premium tax revenues. However, the City and Union have mutually agreed that no Chapter 175 premium tax revenues will be allocated to the share plan at this time. The share plan shall not be activated until Chapter 175 premium tax revenues are allocated to the share plan by mutual agreement of the parties. At such time as the City and Union agree to allocate Chapter 175 premium tax revenues to the share plan, the parties will negotiate the details of the share plan.

ARTICLE 10

[NO ARTICLE]

ARTICLE 11

MILEAGE ALLOWANCE

- 11.1 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 12

MEDICAL EXAMINATION

12.1 It is understood that the City retains the right to require employees to be in good physical condition so that they are able to perform the normal duties assigned them.

12.2 Each employee will be required to have an annual physical examination administered by the City's physician.

The physical and evaluation will include:

1. Annual Medical History Questionnaire.
2. Interval Occupational History, including signification exposures.
3. Vital Signs including: Height, Weight, B/P, Heart Rate, Heart Rhythm, Pulse, Respirations, Temperature.
4. Drug Screen (5 panel)
5. Blood Work
6. Tuberculin Skin Test (ppd)
7. Dermatological System
8. Head, Neck, Ears, Eyes, Nose, Mouth, and Throat
9. Cardiovascular System
10. Respiratory/Pulmonary System
11. Gastrointestinal System
12. Genitourinary System
13. Endocrine and Metabolic Systems
14. Musculoskeletal System
15. Neurological System
16. Audiometry
17. Visual Acuity Testing
18. Spirometry-Pulmonary Function Test
19. Cardio Stress Test (every three years)

New Hires receive the above physical, Cardio Stress Test, chest x-ray, plus the Hepatitis B Immunization Series and tetanus booster.

Employees that test positive on the TB Titer Test receive a Chest X-Ray.

If a non-work related condition is discovered during this physical, the employee is referred to his/her personal physician.

12.3 Examinations will be scheduled during the employee's on-duty time. Examinations will be at City expense.

- 12.4 The City will require a drug test during the annual medical examination and may require a drug test any time an employee is referred to a physician for a fitness for duty examination.

ARTICLE 13

MEDICAL, DENTAL, LIFE INSURANCE

- 13.1 The City agrees to continue to provide employees with the basic Medical, Dental and Life Insurance (excluding Supplemental Accident) group programs offered other City employees.
- 13.2 The City agrees to pay the same amount of premium for the same insurance coverage on bargaining unit members as it does for other City employees.
- 13.3 Dependent coverage for medical and dental insurance will be available on payroll deduction at employee's expense.
- 13.4 If, during the term of this Agreement, the City agrees to improve the medical, dental and life insurance for any other City employees it will likewise improve the insurance for members covered by this Agreement.
- 13.5 The City will provide \$600 annually to all employees in the bargaining unit. This shall be considered a cafeteria supplement separate from salary.

ARTICLE 14

UNIFORMS & EQUIPMENT

- 14.1 All uniforms, protective clothing or protective devices issued to employees covered by this agreement in the performance of their duties shall be furnished by the Fire Department. Ownership of uniforms and protective clothing shall remain with the Fire Department.
- 14.2 All employees must provide their own personal socks and undergarments. All employees must wear undergarments at all times.
- 14.3 Employees shall not wear articles unless issued to them by department policy or authorized by the Fire Chief. All members shall be neat in appearance at all times. Employees shall be allowed to purchase and wear their own personal Fire Helmet as long as it meets NFPA requirements, is the same color and style as used by the City (including insignia shield/goggles, which will be provided by the City), and so long as the helmet has material (including insignia shield) affixed to it that matches the City's helmets, and nothing more. If an employee uses his/her own helmet pursuant to this section, the employee shall return to the department the City issued helmet.
- 14.4 Employees may wear an I.A.F.F. lapel pin on Class A dress blue uniform shirts, Class B uniform shirts and hats in accordance with uniform rules established by the City.
- 14.5 Employees whose clothing or shoes become damaged while on duty may have them repaired or replaced as determined by the City at City expense.
- 14.6 A uniform maintenance allowance of \$35.00 per month shall be issued to each employee for the purpose of maintaining such uniforms with proper cleaning, repairs, etc.

ARTICLE 15

WORKING OUT OF CLASS

- 15.1 An employee who is temporarily assigned work in a higher classification for twelve (12) hours or longer shall be paid (15) percent above his/her normal rate.
- 15.2 At the end of the temporary assignment the employee's pay shall revert to the rate being received prior to being assigned to the higher classification.

ARTICLE 16

VACATION LEAVE

- 16.1 Employees shall be eligible for vacation leave subsequent to six months of continuous service with the City. Vacation leave shall not be used for Mandatory Military Leave. The rate of accrual for vacation leave shall be dependent upon the employee's hire date and computed in accordance with the following schedules for all employees in the bargaining unit.

Employees on a 56 hour shift with seniority credit of less than seven years shall receive 144 hours per year vacation leave.

Employees on a 56 hour shift with seniority credit of seven years but less than fifteen years shall receive 192 hours per year vacation leave.

Employees on a 56 hour shift with seniority credit of fifteen years but less than twenty years shall receive 240 hours per year vacation leave.

Employees on a 56 hour shift with twenty or more years of seniority credit shall receive 312 hours vacation leave per year.

Employees on a 40 hour shift shall receive vacation leave in accordance with the Personnel Policies of the City.

Employees transferring from a 56 to 40 hour shift or 40 hour to 56 hour shift shall have his/her balance of hours converted to the appropriate equivalent as determined by the City.

- 16.2 Vacation time may be used as earned after six months service. Credits may be expended in hourly increments using a minimum of four (Example: 4 hours, 5 hours, 6 hours etc...) for partial day excused from duty. Emergency leave may be expended in hourly increments of one hour or more.
- 16.3 Employees who elect to accumulate leave may accumulate a maximum of two years vacation leave. Employees shall forfeit all time accumulated over the two years maximum.
- 16.4 Any employees leaving the fire service in good standing after giving notice of termination of employment shall be compensated for vacation accrued to the date of separation at their current rate of pay, not to exceed two years accumulation of leave.
- 16.5 Vacation schedule must be posted on the first working day of December each year. Employees with the most seniority will choose vacation first. By no later than October 20, the Chief will post a list of available dates for vacation. Once a date is chosen by an employee, it shall no longer be available. Employees will be

allowed to pick up to a maximum of six consecutive working days during the first vacation pick. Any employee who fails to make a vacation pick within the allotted time period shall forfeit the pick and the next employee in seniority may make a pick. After each employee on the list has had a chance to pick his/her first vacation pick, the Chief will repost the available dates for vacation by no later than November 7. Upon the second posting of available vacation dates, all available dates will be available for any employee to pick, and priority will be given based upon the order of receipt of the vacation request. Employees who fail to schedule vacation in the Months of October and November will receive vacation with preference given to the employee who scheduled first. The shift supervisor will be responsible for maintaining vacation schedules. Vacation leave will be subject to approval by the chief or his designee, giving preference to the use of three consecutive work days over one day of leave.

- 16.6 Leaves of absences shall not begin or end between the hours of 2300 and 0800, except for emergency leaves or sick leave.

ARTICLE 17

FUNERAL LEAVE

- 17.1 Employees working a 56 hour shift covered by this Agreement may be granted time off with pay to arrange and/or attend funeral services in the event of death(s) in the immediate family. Such time off shall not exceed 24 consecutive hours. Employees working a 40 hour shift shall take funeral leave in accordance with the City's Personnel Policies. This leave shall not be charged to any employee leave bank.
- 17.2 Employee's immediate family is defined as either employee or employee spouse's father, mother, son, daughter, brother, sister, grandparents, son-in-law and daughter- in-law.
- 17.3 Upon special request to the Fire Chief or his designee one (1) additional day of leave may be granted for an employee. This leave shall be charged as sick paid leave. Any request for an additional leave day under this section shall not be denied arbitrarily or capriciously.
- 17.4 Employees may be required to furnish such information as may be requested for the proper administration of this Article.

ARTICLE 18

SICK LEAVE

- 18.1 Employees in the bargaining unit working a 56 hours shift shall accrue 144 hours of sick leave each year. Employees working a 40 hours shift shall accrue 96 hours per year. Employees transferring from a 56 to 40 hours shift or 40 hour to 56 hour shift shall have his/her balance of hours converted to the appropriate equivalent as determined by the City. Sick leave may be charged in increments of not less than one hour for the first hour of an absence, and in one-half (2) hour increments for the remainder of the absence.
- 18.2 Sick leave may be granted only for absence from duty because of personal illness, professional treatment by a doctor or dentist to prevent illness, legal quarantine, or serious illness in the immediate family. For the purpose of this section, immediate family shall mean the employee's wife, husband, children, parents, brothers, sisters and other relatives who are a part of the employee's household.
- 18.3 Sick leave may be accumulated to an unlimited amount.
- 18.4 A 56 hour employee claiming sick leave shall be required to sign and file an appropriate form certifying as to the illness. A doctor's certificate is required for sick leave in excess of 24 hours (16 hours for a 40 hour employee) as proof of illness.
- 18.5 Any employee who has used more than 72 hours (48 hours for 40 hour employee) sick leave within a 12 month period must submit a doctor's certificate before any additional sick leave can be approved whether it be for one hour or 48 hours leave. (12 month period shall be a calendar year). This 72 (48 hours for 40 hour employee) hour period shall not include any sick hours previously approved with a doctor's certificate.
- 18.6 Upon retirement from the City, employees shall be compensated for all accumulated sick leave up to a maximum of 720 hours at their current rate of pay (not to be considered as regular earnings for pension payment).

An additional payment of sick leave shall be paid to retiring employees who:

- 1) are retiring in "good standing"
- 2) possess 20 years of service
- 3) possess a sick leave balance of 720 hours

Employees meeting the above criteria shall be eligible to receive the following additional payment: 25% of any hours accrued over 720 to a maximum of 2880. Employees will not be compensated for sick leave upon separation from the City unless they retire under the City's pension plan. Prior to determining the sick

leave payout amount, all hours and salary shall be converted to a 40 hour basis. (Example. a 56 hour shift employee shall have his/her pay rate multiplied by 1.4 and total sick hour balance multiplied by .667. The resulting amounts shall be used to determine sick payout.) No conversion shall be necessary for employees working a 40 hour shift. Upon the death of an employee whether it be on or off the job all accumulated sick leave shall be paid to the employee's beneficiary not to exceed 720 hours in payment.

- 18.7 Sick leave shall be posted to each member's record as accrued. Accrual will begin the pay day following the pay period in which he/she attains one (1) month of continuous service.
- 18.8 Employees claiming sick leave to tend to their immediate family as defined in 18.2 may be granted up to 72 hours per year. A doctor's certificate may be required to be submitted with the request for leave approval.
- 18.9 Any employees working a 56 hour shift who do not use any sick leave for one full calendar year shall have the option to convert 24 hours of their sick leave into 24 hours vacation leave or into a cash bonus equal to 24 hours pay. Employees who use 12 hours or less for one full calendar year shall have the option to convert 12 hours of their sick leave into 12 hours vacation leave or into a cash bonus equal to 12 hours pay. (The hourly rate shall be based on the 2912 hours worked per year). Any employees working a 40 hour shift who do not use any sick leave for one full calendar year shall have the option to convert 16 hours of their sick leave to 16 hours annual leave or into a cash bonus equal to 16 hours pay. Employees who use 8 hours or less for one full calendar year shall have the option to convert 8 hours of their sick leave into 8 hours annual leave or into a cash bonus equal to 8 hours pay.

ARTICLE 19

HOLIDAYS

19.1 The following days are hereby declared holidays for all bargaining unit members:

- 1) The first day of January (New Year's Day)
- 2) The third Monday of January (Martin Luther King Day)
- 3) The last Monday of May (Memorial Day)
- 4) The fourth day of July (Independence Day)
- 5) The first Monday of September (Labor Day)
- 6) The eleventh day of November (Veteran's Day)
- 7) The fourth Thursday of November (Thanksgiving Day)
- 8) The fourth Friday of November (The day after Thanksgiving Day)
- 9) The twenty-fifth day of December (Christmas Day)
- 10) Any other holiday proclaimed by Ordinance of the Council or proclamation of the Mayor.

19.2 Employees on a 56 hour shift shall receive holiday pay at straight time for 8 hours per holiday. If the City proclaims an additional holiday as per paragraph 19.1, Item 10, each employee on a 56 hour shift shall receive 8 hours holiday pay for each additional holiday declared.

19.3 Employees who work these holidays shall be paid time and one-half their regular rate of pay for hours worked on a holiday, in addition to 8 hours of holiday pay.

- 19.4 A) For employees in the bargaining unit whose regular schedule is a 40 hour per week schedule, when a holiday falls on a Saturday, the Friday before shall be observed, or if Sunday, the following Monday.
- (B) Forty hour per week employees shall receive the holiday off, with pay, or, in the alternative, shall be paid time and one-half their regular rate of pay for hours worked on a holiday.

ARTICLE 20

SHIFT EXCHANGE

- 20.1 Employees in the bargaining unit may exchange or swap shifts on a temporary basis not to exceed 24 consecutive hours. Any shift exchange exceeding 24 consecutive hours may be exchanged with the approval of the Fire Chief or his designee.
- 20.2 Prior to exchanging, the employee shall have approval of the shift supervisor of the shift to be worked.
- 20.3 Shift exchanges can be made outside job classifications with the approval of both shift Captains.
- 20.4 On the bottom of the daily sign-in sheet a notation shall be made as to who is working for the normally scheduled employee.
- 20.5 Any shift exchange by the Training Lieutenant will be granted in accordance with the Standard Operating Guidelines.

ARTICLE 21

ADVANCEMENT/PROMOTIONS

21.1 ADVANCEMENT/PROMOTION GUIDELINES

Changes to the advancement/ promotion guidelines shall be made only upon mutual agreement of the City and the Union.

21.2 Firefighter/Engineer

After successfully completing the Probationary Firefighter requirements and after receiving a promotion, members hold the rank of a Probationary Firefighter/Engineer. During this period, members are required to perform a variety of jobs including firefighting, rescue/EMS and Fire fighter/Engineer's duties, including driver operator responsibilities. The member is issued a Probationary Firefighter/Engineer Training Manual with various requirements, assignments, and training. Quarterly review/evaluations will be held by the company officer to review the employee's progress with a six month assessment (written test, territory review, and practical scenario) and a comprehensive final assessment conducted by the Training Lieutenant. The focus during this probationary period is on Engineer/Pump operator responsibilities, water supply, and fire ground/hazardous materials operations and procedures. Completion and certification of the State Pump Operator's Class is a requirement for the Probationary Firefighter/Engineer Program and must be completed during the probationary time frame. The member is in a probationary status for a period of 12 months or until he/she satisfactorily completes the probationary requirements.

1. After the Probationary Fire fighter/Engineer has completed the Firefighter/Engineer Probationary Manual, a letter will be sent by the Probationary Firefighter/Engineer through the "chain of command" to the Fire Chief, requesting a final probationary assessment. The final assessment will be conducted at the end of the 12 month probationary period.
2. The Training Lieutenant and a company officer will conduct the comprehensive final assessment of the probationary candidate including written questions, practical skills, territory, and a scenario. If the candidate does not successfully complete the assessment and demonstrate readiness for advancement, a 90 day probationary extension may be given by the Fire Chief based on the recommendation of the Shift Commander, Training Lieutenant, and company officer. This process may be repeated but the probationary period may not exceed 18 months.
3. The Probationary Firefighter/Engineer candidate must complete the Probationary Fire fighter/Engineer Manual, satisfactorily complete the quarterly evaluations, six month assessment and the final assessment. The candidate must receive a State Pump Operator's Certification during the probationary period. Members are encouraged to complete the State Pump Operator's Class and receive the certification during the first year of Fire

fighter/Engineer probation, however an extension not to exceed 18 months, may be allowed.

4. After the member has successfully completed the probationary assessment requirements, the Training Lieutenant will submit a written letter to the Shift Commander and Fire Chief documenting that all probationary assessment requirements have been successfully completed.
5. When all requirements have been met and performance reviewed, the Shift Commander will submit a letter to the Fire Chief acknowledging completion of the Probationary Firefighter/Engineer Program, including the State Pump Operator's certification, and a recommendation that the member be taken off of probation and promoted to the position of Firefighter/Engineer.
6. The Fire Chief will review the request and make a recommendation for removal from probation and promotion to the City Manager for action.
7. Failure to successfully meet the probationary and certification requirements will result in disciplinary action up to and including termination.

Fire Lieutenant/Training Lieutenant Requirements

Advancement/promotion to a Lieutenant's rank requires members to have completed all requirements for the Lieutenant's position including a State of Florida Fire Officer I certificate. A combination of education and work experience related to the fire service or related field is preferred. Education and experience should be supplemented by additional training and experience gained as a Firefighter/Engineer. Personnel promoted to the Lieutenant's position will be in a probationary status for 12 months as he/she learns the duties and responsibilities of the position. Upon successful completion of probation, the Shift Commander will review the employee's progress and performance and make a recommendation to the Fire Chief.

21.3 OFFICER ASSESSMENT

An assessment center will be developed and conducted for all eligible officer candidates to evaluate and rate a member's skills, knowledge, and problem solving abilities in a variety of areas such as personnel issues, tactics and strategy, management, knowledge of standard operating guidelines, and duties and responsibilities. This may be done utilizing a written test, outside assignments, interview, and practical/problem solving scenarios.

1. The Fire Chief shall post a notice in the Communication Manual of the intent to conduct a promotional process outlining potential areas for the assessment and a schedule. The Fire Chief shall give a minimum of 45 days advance notice. The assessment center will be separate for each rank (Captain and Lieutenant).
2. At least three candidates must be available for each officer assessment exercise. If at least two candidates are not available, the Fire Chief will call for a new assessment.
3. Firefighter/Engineers will be allowed to participate in the Lieutenant's assessment exercise if they have successfully completed the probationary

Firefighter/Engineer requirements, including State Pump Operator certification, and meet the requirements of the Lieutenant's position description. An exception allowing a Firefighter/Engineer to participate in the assessment exercise, without the required Fire Officer I Certification will be given if the member provides documentation that he/she will complete the requirements during the time frame of the promotional list and, prior to the assessment, has completed at least 80% of the required classes.

4. Lieutenants who have completed probation and who meet the requirements of the Captain's position description will be allowed to participate in the Captain's assessment. An exception allowing a Lieutenant to participate in the assessment exercise, without the required Fire Inspector Certification will be given if the member provides documentation that he/she will complete the required programs during the time frame of the promotional list and, prior to the assessment, has completed at least 80% of the required classes.
5. Even though a member has participated in the assessment center for an officer's position, he/she will not be eligible for promotion until all certification and requirements for the position have been met.
6. Dates and related information will be distributed ~~in the Communications Manual~~ as far in advance as possible (usually 45 days) concerning the assessment information. Participants will submit a request, prior to the listed date/time period, to participate in the promotional process to the Fire Chief. No employee shall be permitted to apply for a promotional examination after the announced closing date and time. The request will include the position assessing for, the completion of the minimum requirements. In addition, 14 days prior to the assessment, participants will forward to the Fire Chief, a maximum 2-page resume outlining their accomplishments.
7. An assessment panel will be chosen to fairly and consistently evaluate each candidate during the assessment exercises. The assessment panel will consist of staff officers from the Jacksonville Beach Fire Department, ~~Human Resources staff,~~ members from other city departments, outside fire department officers, and outside experts in the field. A weighting system will consist of 40% for the written test and 60% for the other exercises.
8. After the assessment scores are compiled, the review board, made up of the shift Captains and the Fire Marshal, will review each candidate's work/discipline history, performance evaluations, and resume, and score each candidate with a maximum of 3 points. The review board will submit an overall ranking to the Fire Chief, which includes the assessment score and the review board's recommendation. The review board will review and submit a new ranking list prior to each new promotion, adding and considering all current eligible candidates.
9. The promotional list is valid for two years from the assessment exercise, however the list may be extended an additional year by the Fire Chief.

10. Promotions may be made from the Promotion list at any time while the list is valid. If the Promotional list is reduced to less than two candidates, the Fire Chief will call for a new assessment process.
11. As a promotion opportunity occurs, the review board will submit the top three names to the Fire Chief. Each Shift Captain and the Fire Marshal will submit a written recommendation of their first and second choice (from the top three candidates), from the current promotional list to the Fire Chief, with documentation of their reasoning/selection included.
12. The Fire Chief will recommend a candidate to the City Manager for promotion based on the overall assessment, resume, work history (including evaluations, discipline history and the Chief's personal knowledge concerning the candidate's work performance), the composite score and ranking of the Review Board and recommendations from staff officers. The Fire Chief will select a candidate from the top three on the composite promotional list. Promotion to the Training Lieutenant, or Fire Safety Specialist may utilize additional criteria or avenues to evaluate potential candidates.

ARTICLE 22

PERSONNEL REDUCTION

- 22.1 The City Manager may order a reduction in force 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 the organization. However, no regular employee shall be laid off while there are probationary employees serving in the affected position.
- 22.2 Whenever the lay off of one or more employees shall become necessary, the City 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. Reductions shall be from class to class beginning at the lowest and proceeding upward to the highest class. The decision concerning which employees 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.
- 22.3 Seniority shall be determined according to the fire department seniority list. This list is based on the number of years the individual holds in the department.

ARTICLE 23

HOURS OF WORK AND OVERTIME

- 23.1 Hours of Work. The average work cycle for bargaining unit members shall be as follows:

Combat Personnel. Fifty-six (56) hours per week.

The present schedule of twenty-four (24) hours on duty, 24 hours off duty, 24 hours on duty, 24 hours off duty, 24 hours on duty, followed by ninety-six (96) hours off duty will remain unchanged for all employees defined as fifty- six (56) hour shift employees.

- 23.2 Recall. When an employee is recalled from off duty or reports to the fire station for an overtime assignment and the overtime has been canceled without notification to the employee, he/she shall be paid for two (2) hours at time and one- half their normal rate for reporting to work as assigned. The employee will not be required to stay for the two hour overtime. Upon mutual agreement between an employee and the City, the employee may receive compensatory time in lieu of overtime payment. This does not increase the amount of compensatory time any employee may accumulate. Employees transferring from a 56 to 40 hour shift or 40 hour to 56 hour shift shall have his/her balance of compensatory time hours converted to the appropriate equivalent as determined by the City.

When a critical need arises as determined by the Fire Chief, or his designee, an employee may be recalled off vacation. In such an event, he/she will be paid time and one-half for all hours worked and receive credited vacation to be granted at a later date. Employees who are recalled to work on a paid holiday, shall receive the same benefits as regularly scheduled employees.

- 23.3 Changing Shifts. When shift changes are made on the scene rather than at the station, the off going shift shall be considered properly relieved on the immediate return to the Fire Station, unless required to work overtime by his/her shift supervisor.

- 23.4 In compliance with the Fair Labor Standards Act of 1938, as amended ("FLSA"), the City of Jacksonville Beach ("the City") and the International Association of Firefighters, Local 2622 ("The Firefighters"), agree that any overtime due employees in accordance with the FLSA shall be computed as follows:

(A) Employees on a fifty-six (56) hour schedule shall receive extra compensation at the rate of one-half (1/2) their regular rate of pay for all hours worked in excess of (204) during the 27 day work period. For purposes of this section, the term "hours worked" shall include, in addition to regular duty, paid military leave, comp and vacation leave. Absences from work without pay and sick leave shall not count as hours worked for the purpose of computing overtime.

The procedure for compensating employees who exchange or swap shifts on a temporary basis, pursuant to Article 20, shall continue.

(B) Employees in the bargaining unit whose regular schedule is 40 hours per week shall be paid overtime, at the rate of one and one-half times the regular rate of pay, for all hours worked in excess of 40 hours in the 7 day workweek.

ARTICLE 24

MUTUAL AID COMPENSATION

- 24.1 When members respond to disasters/emergencies as requested in accordance with the State Wide Mutual Agreement they shall be compensated as follows.
- 24.2 Members shall be compensated for travel time from Jacksonville Beach to the destination point and upon termination of services shall be compensated for return to Jacksonville Beach.
- 24.3 Members who are assigned to work in a 24 hour shift shall be compensated at the 56 hour rate of pay.
- 24.4 Members who are assigned to work duty hours other than the 24 hour shift shall be compensated based on the 40 hour per week pay rate, for a minimum of 12 hours per day for each day of deployment.
- 24.5 Members who respond shall be paid in accordance with the labor agreement as it pertains to overtime, holiday, sick or other leaves or benefits.

ARTICLE 25

ON THE JOB INJURY

- 25.1 Any regular employee covered by this Agreement who sustains a temporary or permanent disability as a result of accidental injury in the course of an arising out of employment by the City shall receive all benefits required by the Workers Compensation Laws of the State of Florida. Regular employees who are absent on account of injury, for which Workers Compensation is authorized, shall, upon written request to the City Manager, be allowed to take On-the-Job-Injury Leave in an amount requested in addition to Workers Compensation; except, however that in no case shall the total amount paid for both Workers Compensation and OJI Leave exceed the amount of wages to which the employee would ordinarily have been entitled had he/she not been injured. (The amount of OJI Leave when combined with the Workers Compensation amount shall equate to the employee's normal net after all deductions have been taken.) Any amount paid to the employee by the City for OJI Leave which is subsequently paid through Workers Compensation and results in payment exceeding the employees normal salary as outlined above shall be reimbursed by the employee to the City.
- 25.2 On-the-Job-Injury Leave granted shall be in addition to normal accrued sick or vacation leave. Any employee so injured must report the accident to his/her supervisor before the end of the shift during which the accident occurred or not later than 72 hours thereafter to the on duty supervisor.
- 25.3 Employees receiving On-the-Job-Injury Leave shall not work at any secondary jobs or at any outside employment, unless such employment has been authorized by the City in its sole discretion. Failure to observe this rule shall result in forfeiture of any On-the-Job-Injury Leave.

ARTICLE 26

PRESCRIPTION GLASSES REPLACEMENT

- 26.1 All employees of the Fire Department who are covered by this agreement who shall have damaged or broken their prescription eye glasses, excluding contact lens, in the line of duty shall have those prescription eye glasses repaired or replaced, whichever cost less, by the City except when such breakage or damage occurred as a result of the employee's failure to use proper eye protection equipment or proper work procedures where and when provided by the City. Payment for repaired or replaced prescription eye glasses shall occur only when promptly reported to the person in charge at the emergency or work location. The shift supervisor in charge shall certify the events that created the damaged or broken prescription glasses and his/her written statement shall accompany any request to justify payment.

ARTICLE 27

WORK RULES

- 27.1 All rules, regulations, policies and procedures of the Fire Department 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. Changes proposed to be made to existing rules, regulations, policies, procedures, and/or standard operating guidelines or standard operating procedures shall be provided to the Union a reasonable period of time prior to their proposed date for implementation. The Union retains the right to demand bargaining over proposed changes to rules, regulations, policies, procedures, and/or standard operating guidelines or standard operating procedures as they are determined to involve wages, hours and/or terms and conditions of employment. The Union also reserves the right to file grievances over changes made to rules, regulations, policies, procedures and/or standard operating guidelines or standard operating procedures that violate portions of this agreement.
- 27.2 Any rules, regulations, policies and procedures of the Fire Department issued after 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.

ARTICLE 28

PREVAILING RIGHTS

- 28.1 All rights, privileges and working conditions enjoyed by the employees on the effective date of this Agreement which are not included in this Agreement that are considered reasonable and proper will not be changed without prior notice to the union. Changes proposed to be made to existing rules, regulations, policies, procedures, and/or standard operating guidelines or standard operating procedures shall be provided to the Union a reasonable period of time prior to their proposed date for implementation. The Union retains the right to demand bargaining over proposed changes to rules, regulations, policies, procedures, and/or standard operating guidelines or standard operating procedures as they are determined to involve wages, hours and/or terms and conditions of employment. The Union also reserves the right to file grievances over changes made to rules, regulations, policies, procedures and/or standard operating guidelines or standard operating procedures that violate portions of this agreement.

ARTICLE 29

GRIEVANCE PROCEDURE

- 29.1 In a mutual effort to provide harmonious working relations between the parties to this Agreement, it is agreed to 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 the Agreement.
- 29.2 Definition. 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, an alleged violation of some express provision(s) of this Agreement which is subject to the Grievance Procedure.
- 29.3 Grievances may be taken up during working time of the aggrieved employee upon mutual agreement between the City and the Union. Grievances, which have a local Union representative participating at the request of the aggrieved, may be taken up during the working time of the Union Representative for the first and second step of the Grievance Procedure.
- 29.4 Nothing in this Agreement shall be construed to prevent any public employee from presenting, at any time, his/her own grievance in person or by legal counsel to the City and having such grievances adjusted without the intervention of the bargaining agent; provided the adjustment is not inconsistent with the terms of this Agreement. If the grieved employee requests Union representation, the grievant will notify the City and the grievant will notify the Union of any meeting called for the resolution of such grievances. If the grieved employee does not request Union representation, upon request by the Union, a representative will be allowed attendance at any meeting to resolve the grievance.
- 29.5 All grievances, as outlined above must be reduced to writing and must contain the following information:
- a) Article and Section of the agreement alleged to have been violated;
 - b) A full statement of the grievance, giving facts, dates and times of events, and specific adjustment desired;
 - c) Signature of aggrieved employee and date signed;
 - d) Signature of the Union representative (must be an elected official or steward) if the grievant requests Union representation; and

29.6 Grievances shall be processed in accordance with the following procedures;

STEP 1 The grievant shall present in writing his/her grievance to his/her shift supervisor within ten (10) calendar days of the occurrence of the action giving rise to the grievance or within 10 days of the date the grievant became aware, or should have become aware, of the occurrence giving rise to the grievance. Discussions will be informal for the purpose of settling differences in the simplest and most effective manner. The shift supervisor shall reach a decision and communicate in writing, to the grievant within ten (10) calendar days from the date the grievance was presented to him/her.

STEP 2. If the grievance is not settled at the first step, the grievant within ten (10) calendar days of the answer in the first step shall present it to the Fire Chief or his designee. The Fire Chief or his designee shall investigate the alleged grievance and shall within fourteen (14) calendar days of receipt of the written grievance conduct a meeting between himself, his representative as needed and the grievant. The Fire Chief or his designee shall notify the aggrieved employee of his decision no later than ten (10) calendar days following the meeting date.

STEP 3. If the grievant does not settle his /her grievance in the second step, the grievant within ten (10) calendar days shall present the written grievance to the City Manager or his designee. The City Manager or his designee shall investigate the alleged grievance and shall conduct such hearing, as he deems necessary. The City Manager or his designee shall notify the aggrieved employee in writing of his decision not later than thirty-one (31) days subsequent to the date the grievance was received.

STEP 4. If a grievance, as defined in this Article, has not been satisfactorily resolved with the grievance procedure, the union may request arbitration in writing to the Office of the City Manager no later than five (5) calendar days after the response is received in Step 3 of the Grievance Procedure.

29.7 The Union retains the exclusive authority to decide if a grievance is to be forwarded to arbitration. Whenever the Union requests arbitration in accordance with the provisions of Section 29.6, the parties shall first attempt to choose a local citizen as an arbitrator. Should mutual agreement on such an arbitrator fail within (5) calendar days following appeal to arbitration then the parties shall jointly request the Federal Mediation and Conciliation Service to submit a panel of seven (7) arbitrators. Arbitrators shall be selected from such panel by alternately striking names from this list (a coin toss will determine who shall strike first) until the last name on the list is reached.

29.8 The City and the Union shall attempt to mutually agree to a written statement of the issue to be arbitrated prior to the arbitration hearing. In the event of failure of the parties to agree on a statement of issues to be submitted, a written statement of

the grievance and issues to be decided shall be presented to the Arbitrator by each party.

29.9 Limitation on the power of the Arbitrator are as follows:

a) The Arbitrator shall not have the power to add to, subtract from, modify, or alter the terms of this Agreement.

b) The Arbitrator shall have no power to establish scales, rates for new jobs, or except if he is specifically empowered, to change any wage.

c) The Arbitrator shall have only the power to rule on matters arising under this Agreement.

d) The arbitrator shall have no power to arbitrate any matter that arose before the effective date of this Agreement.

29.10 There shall be no appeal from the Arbitrator's decision; it shall be final and binding on the Union and on all bargaining unit employees and on the City; provided, however, that the Arbitrator's decision is not outside or beyond the scope of the Arbitrator's jurisdiction.

29.11 The Arbitrator will award the cost of his/her services to the losing party. Each side will pay its own representatives and witnesses. Either side desiring a transcript will pay for it. If the Arbitrator rules partially for the grievant and partially for the City, the parties shall share equally in the total cost of arbitration; however, expenses for witnesses shall be borne by the party calling them.

29.12 The commencing of legal proceedings against the City or any managerial employee of the City in a court of law or equity by an employee, group of employees, for alleged violations of the express terms of the Agreement shall be deemed a waiver to resort to the Grievance and Arbitration Procedure contained hereby for resolution of the alleged violation of the terms of this Agreement.

29.13 Prior to initiating judicial review by any court for any alleged violation of this Agreement, the grievance procedure must be completely exhausted.

ARTICLE 30

COMPENSATION AT TERMINATION

- 30.1 An employee who in good standing leaves the City after giving proper notice of termination of employment, as outlined in 30.2 below shall be compensated accordingly for all his accrued compensatory time, holiday time or any other monies due him/her not to exceed any approved caps.
- 30.2 Any employee may resign from a position. Resignations shall be submitted to the Department Head in writing at least ten days prior to the effective date of the resignation. The resignation letter shall include the reason for such resignation and its effective date. A resignation may be withdrawn within twenty-four (24) hours after the date and time of filing of such written notice. Withdrawal of a resignation must be submitted in writing to the person on duty in charge of the Department within twenty-four (24) hours of the date and time of the resignation letter. Department Heads shall forward resignation notices to the City Manager within two days after the receipt of the employee's resignation notice. Failure to report for duty for three consecutive days without valid justification shall be considered a resignation. Failure to properly notify the Department Head of a resignation shall result in the loss of leave accrual benefits and re-employment rights.

ARTICLE 31

CAREER DEVELOPMENT

- 31.1 For the purposes of this article, the definition of Fire Science shall mean those subjects as outlined in the Fire Science Study as published in the catalogue of an accredited university or institution approved by the City, as currently under the semester system or equivalent.
- 31.2
- a) Upon presentation of an official transcript to the Fire Chief, each employee in the bargaining unit who has successfully completed at least thirty (30) semester hours towards an Associate of Arts or Associate of Science degree with at least twelve (12) semester hours to be entirely in Fire Science, shall receive \$50.00 (fifty dollars) per month career incentive pay.
 - b) Upon presentation of an official transcript to the Fire Chief, each employee in the bargaining unit who has successfully completed at least sixty (60) semester hours and possess Associate of Arts or Associate of Science degree with at least eighteen (18) semester hours to be entirely in Fire Science, shall receive \$100.00 (one hundred dollars) per month career incentive pay.
 - c) Upon presentation of an official transcript to the Fire Chief, each employee in the bargaining unit who has successfully completed a Bachelor of Science degree in Fire Science, Emergency Medical Services or Emergency Management in accordance with the requirements set by an accredited university or institution approved by the City shall receive \$150.00 (one hundred fifty dollars) per month career incentive pay.
 - d) No employee shall receive pay incentive for college credit under the provisions of more than one of the above paragraphs "a", "b" or "c" or this section.
- 31.3 The City and the Union understand the importance of promoting continual education. Both parties are interested in maintaining a skilled, professional workforce and continuing education will assist in those efforts. To promote continuing education on a voluntary basis the City agrees to provide the following incentive pays:
- a) Fire Officer I
 - b) Fire Inspector
 - c) Executive Fire Officer
 - d) Special Operations (extrication, building collapse, trench, confined space, rope rescue)

e) Child Safety Seat Technician/Instructor

- 31.4 Fire Officer I incentive. For the purposes of this Article, the definition of Fire Officer shall mean those subjects and requirements as set by the State of Florida Fire Marshal's Office.

Upon presentation to the Fire Chief of a valid certification approved by the State of Florida Fire Marshal's Office, each employee of the bargaining unit who successfully completes the requirements as set forth by the State of Florida Fire Marshal's Office shall receive \$50 (fifty dollars) per month incentive pay.

- 31.5 Fire Inspector Incentive. For the purposes of this Article the definition of Fire Inspector shall mean those subjects and requirements as set by the State of Florida Fire Marshal's Office.

Upon presentation to the Fire Chief of a valid certification approved by the State of Florida Fire Marshal's Office, each employee of the bargaining unit who successfully completes the requirements as set forth by the State of Florida Fire Marshal's Office shall receive \$50 (fifty dollars) per month incentive pay.

- 31.6 Executive Fire Officer Incentive. For the purposes of this Article, the definition of Executive Fire Officer shall mean those subjects and requirements as set by an accredited university or institution approved by the City.

Upon presentation to the Fire Chief of a valid certification approved by an accredited university or institution approved by the City, each employee of the bargaining unit who successfully completes the requirements for Executive Fire Officer as set forth by an accredited university or institution approved by the City shall receive \$50 (fifty dollars) per month incentive pay.

- 31.7 Special Operations Incentive. For the purpose of this Article, the definition of Special Operations shall mean those subjects and requirements as set forth by the Florida State Fire College.

(A) Upon presentation to the Fire Chief of a valid certification approved by the Florida State Fire College, each employee of the bargaining unit who successfully completes all requirements for a Technician level in rope rescue and one other USAR discipline as defined in 31.3 and as set forth by the Florida State Fire College shall receive \$25.00 (twenty-five dollars) per month incentive pay.

(B) Upon presentation to the Fire Chief of a valid certification approved by the Florida State Fire College, each employee of the bargaining unit who successfully completes all requirements for a Technician level in four USAR disciplines as defined in 31.3 and as set forth by the Florida State Fire College shall receive a total of \$50.00 (fifty dollars) per month

incentive pay.

(C) No employee shall receive incentive pay for USAR certifications under both 31.7 (A) and (B).

31.8 Child Safety Seat Technician Incentive/Instructor. For the purpose of this Article, the definition of Child Safety Seat Technician/Instructor shall mean those subjects and requirements as set forth under the National Child passenger Safety program by Safe Kids Worldwide.

Upon presentation to the Fire Chief of a valid certification approved by Safe Kids Worldwide, each employee of the bargaining unit who successfully completes all requirements for Child Safety Seat Technician/Instructor, as set forth under the National Child Passenger Safety program by Safe Kids Worldwide, shall receive \$25.00 (twenty-five dollars) per month incentive pay, as long as the City offers child seat inspection services to the public.

31.9 To continue receipt of the above incentive pays the employee must maintain their certifications at their own time and expense. No incentive or career development funds will be paid to individuals whose position requires such degree or certification.

ARTICLE 32

PARAMEDIC INCENTIVE

- 32.1 For the purpose of this Article, the definition of Emergency Medical Technician/Paramedic shall mean those subjects and requirements as set by the State of Florida, Department of Health and Rehabilitative Services, Florida Statutes, Chapters 401.27 or 401.47 respectively.
- 32.2 Each Paramedic of the bargaining unit who successfully completes the requirements as set forth by the State of Florida shall receive \$300 (three hundred dollars) per month incentive pay upon the presentation to the Fire Chief of a valid certification approved by the State of Florida, HRS Division.
- 32.3 It shall be the responsibility of the bargaining unit employee to remain certified. Any loss of certification will result in an immediate termination of incentive pay.
- 32.4 Upon request of an employee and if approved by the City, employees shall be allowed time off work to attend Paramedic classes if the class is on the employee's regular scheduled work day and the class is not offered on any other off-duty day. Time off shall include reasonable travel time to and from class. Tuition costs for paramedic classes may be paid for by the City. If an employee fails to complete the class satisfactorily and obtain state certification, or terminates employment within 24 months of becoming certified, he/she shall be charged for any costs paid by the City (to include tuition costs, books, uniforms and cost of physical) not to exceed \$6000.00. These monies shall be deducted from the employee's paycheck until full recovery is made or from their vacation or compensatory time balance as determined by the City.

ARTICLE 33

PERSONAL LEAVE

- 33.1 Bargaining unit employees working a 56 hour shift on the payroll January 1st of each year shall be eligible for 12 hours of personal leave per year. Bargaining unit employees working a 40 hour shift on the payroll January 1st of each year shall be eligible for 8 hours of personal leave per year. This leave shall be accrued for the employee January 1 of each year and may be used any time during the calendar year. At calendar year end any leave not used shall be forfeited.
- 33.2 All employees must request personal leave by filing the appropriate leave forms and securing approval from the City prior to the leave date. Failure to apply for the leave in a timely manner shall result in its forfeiture.
- 33.3 Any additional personal leave granted to other City employees shall be prorated and granted to members of the bargaining unit (proration: 8 hr. day to 12 hrs. for 56 hour employees).
- 33.4 Employees transferring from a 56 to 40 hour shift or 40 hour to 56 hour shift shall have his/her balance of hours converted to the appropriate equivalent as determined by the City.

ARTICLE 34

SALARIES

34.1 All employees shall be compensated in accordance with the pay schedule attached hereto and made a part thereof, referred to as Schedule A.

34.2 Appointments and Starting Rates.

1) The minimum salary established for a position is considered the normal appointment rate for new employees.

2) Appointments 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.

34.3 ~~Administration of~~Progression Through 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~~Plan consists of a pay grade schedule with steps.

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~~progression 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.

34.4 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.

3) The employee may advance through his/her assigned pay grade following an annual evaluation. Rules guiding the performance evaluation system determine whether there will be no increase or the increase will be one

~~step 2% to 3% of the midpoint within the employee's current pay grade.~~
Within each step, employees will be placed in category a (meets) or category b (exceeds). Recommendations for no increase or salary decrease must be justified.

- 4) ~~Merit increases in excess of 2% of the midpoint to category b~~ within the applicable pay grade ~~may be justified~~ are reserved for employees deserving special recognition and must be approved by the City Manager.

34.5 Promotional and Probationary Increases

When an employee is promoted to a higher rank, the employee shall receive a 14.5% pay increase and will be placed in the closest step, within their pay grade. When a Firefighter/Engineer satisfactorily completes the initial probationary period in the position, the employee shall be eligible for a merit salary increase of ~~3% to 5% over the employee's current rate of pay~~ one step, which shall be in addition to any annual merit increases for which the employee may be eligible.

34.6 Special Assignment

Any Lieutenant assigned to the Training Lieutenant position shall receive a 5% salary increase for the period of time the employee serves as the Training Lieutenant. This increase shall only be in effect while the employee is serving as Training Lieutenant, and at such time as the employee assumes a position other than the Training Lieutenant position, the employee's salary shall be decreased by 5%.

34.7 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~~ through the assigned pay grade to the maximum step. The individual at the maximum step of the assigned pay grade will be evaluated in the same manner as other employees. The amount of EXCEL awards are 2 or 3%. EXCELS of 3% should be reserved for those individuals deserving special recognition. 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.~~

34.8 Effective Date

The Position Classification and Pay Plan shall be effective on ~~June 1, 2014~~October 1, 2017 and shall remain in force and effect until ~~May 31, 2016~~September 30, 2020, at which time it will expire.

~~34.9 — All bargaining unit employees who have not reached the maximum salary for their pay grade shall receive a 1.0% increase over their current rate of pay on the effective date of this agreement. Employees who have reached the maximum salary for the assigned pay grade shall receive a lump sum payment in the gross amount of 1.0% of their annual salary. This shall be a one-time across the board increase and no further increases shall be automatic.~~

ARTICLE 35

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.
3. "Reasonable suspicion" means a suspicion based upon specific objective facts and articulable circumstances that are able to be drawn from these facts in light of the observers experience.
4. "Drug Abuse" means the ingestion of any controlled substance as defined in Section 893.03, Florida Statutes, as amended from time to time, not pursuant to a lawful prescription. 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" 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 performs services for compensation and is covered by the Worker's Compensation Act.
7. "Employee Assistance Program" means an established program for employee assessment, counseling, and referral to an alcohol and drug rehabilitation program.
8. "Medical Review Officer (MRO)". Refers to licensed physician responsible for receiving laboratory results generated by the City's drug testing program who has knowledge of substance abuse disorders and has 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.

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 §440.102 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 §316.302 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 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. 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.

In order to detect the use of these substances, as described above, employees may be directed to submit to urinalysis drug tests, blood tests, breath or saliva tests. Any applicant who refuses to submit to the pre-employment drug tests or who tests positive for drugs or alcohol shall be ineligible for hire and any offer of hire is conditioned upon satisfactory drug test results. Employees, where reasonable suspicion has been found or employee has been ticketed, who refuse to be tested, who test positive for drugs or alcohol or who upon confrontation admit inappropriate or illegal usage of 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. 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.

Employees with substance abuse problems are urged to discuss a rehabilitation option with their Employee Assistance Provider. 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 Human Resources Department or your supervisor.

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. Employees are required to notify their supervisor if they are taking any medication that may impair their normal faculties causing drowsiness, blurred vision, etc. before they report to duty.

B) Circumstances Warranting Testing

- 1) "Job applicants" will be required to undergo testing as part of their employment physical before they can start work. Refusal to submit to a drug test or a positive confirmed drug test will exclude an individual from employment consideration or, if a conditional offer of hire has been made, the offer will be canceled.
- 2) 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.
- 3) Routine Fitness For Duty. The City will require a drug test during the annual medical examination and any time an employee is referred to a physician for a fitness for duty examination.
- 4) After-care monitoring. Anytime within two years after an employee has tested positive for the presence of illegal drugs or alcohol or two years after completing initial rehabilitation, whichever is later is subject to follow-up testing.

C) Tests

- 1) Whenever an employee or applicant 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, amphetamines, barbiturates benzodiazepines, cannabinoids, cocaine/cocaine metabolite, opiates and phencyclidine. The City reserves the right to test for additional drugs upon advance notice.

When an employee tests positive on an initial test a confirming test will be included in the testing procedure.

- 4) Any employee or applicant scheduled for testing has the right to consult the testing laboratory for technical information regarding prescription and nonprescription medication.
- 5) The City shall pay for the costs of any tests it requires.
- 6) An applicant who refuses to submit to substance abuse testing will not be eligible for hire. Any employee who refuses to submit to substance abuse testing will be subject to discharge.
- 7) Employees required to be tested shall be driven to the testing facility by the City. Under no circumstance is an employee suspected of drug or alcohol abuse to be allowed to drive his/herself to a test facility. Picture identification is required at the testing site.
- 8) Confidential History of Medication. Prior to any drug or alcohol testing, applicants and 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 nonprescription medication.

D) Explanation of Test Results

An applicant 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' or applicant's 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 or applicant 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 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, the applicant or 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 applicant or employee must also notify the laboratory of any administrative or civil action filed pursuant to Florida Statute Chapter 440.

E) Confidentiality

All information gathered as a result of a drug test on applicants or 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.

F) 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 drug or alcohol charges, may be subject to discipline, up to and including termination of employment

G) Violations

1) Drugs

- a) Applicants If applicants test positive they shall be considered ineligible for employment for a period of one year from the date of the test.

- b) Employees - If an employee tests positive for being under the influence while on duty or when questioned by a superior officer admits illegal or inappropriate usage:

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 employees responsibility, however it shall be coordinated with any insurance or EAPS provided by the City.

2nd incident of positive results-the employee will be immediately dismissed.

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) Under the Influence of Alcohol

Positive Test Results:

Applicants - If applicants test positive they shall be considered ineligible for employment for a period of one year from the date of the test.

Employees - If an employee tests positive for being under the influence while on duty:

1st incident of positive results-the employee will receive a disciplinary suspension and referred to the EAP.

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.

Cost of rehabilitation shall be the employee's responsibility, however, it shall be coordinated with any insurance or EAPS

provided by the City.

Any further incident -- the employee will be immediately dismissed.

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 4 "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.

ARTICLE 36

STAFFING AND LEAVE OPPORTUNITIES

- 36.1 The Union and the City agree that it is in the City's best interests to provide reasonable opportunities for each fire fighter to use available leave. However, the Fire Chief shall have discretion in setting and altering manning levels.
- 36.2 There may be circumstances where fire fighters are required to work overtime and/or leave may be canceled in order to meet emergency or special situations. Cancellation of leave should be infrequent but may be required for large scale weather or fire/rescue emergencies, large special events or other emergencies as declared by the Mayor, City Manager or Fire Chief.
- 36.3 Except in extreme situations, the City will make every effort not to cancel any fire fighter's regular vacation as scheduled in November of each year.
- 36.4 Any fire fighter who believes that he/she has been unfairly denied leave or has had leave unfairly canceled may file a grievance in accordance with this labor agreement.
- 36.5 All requests for pre-approved leave are to be submitted as soon as possible but at least one duty day prior to the effective date.
- 36.6 Minimum pre-approved leave use is: vacation leave, 4 hours; compensatory leave, 4 hours; personal leave, 12 hours.
- 36.7 In the event of absences due to sick leave, OJI leave, military leave or other leave with pay, the Captain may use overtime to maintain standard on-duty staffing.
- 36.8 During a duty day, if adequate staffing is available, the Captain may grant vacation, compensatory or personal leave to shift members using the hourly minimum required for pre-approved leave.
- 36.9 If a member has a personal emergency, as determined by the Captain, he may be granted vacation or compensatory leave.
- 36.10 Leaves of absence shall be granted considering assigned job duties. Leaves shall not be scheduled to interfere with or delay work assignments or scheduled activities. If any leave is denied a copy of the leave request marked "Leave Denied" will be returned to the member requesting the leave.
- 36.11 No leave of absence is approved until the leave request is signed by the shift commander and approved by the Fire Chief. Pre-approved leave shall only be canceled for cause.

ARTICLE 37

PROBATIONARY EMPLOYEES

- 37.1 All employees shall be classified as probationary employees upon employment during the first 12 months of service. An employee is considered to be a probationary employee until successful completion of the first 12 months of service. If an employee is absent from a scheduled shift, on unpaid leave during the first 12 months of employment, the employee's initial hire date will be adjusted accordingly in order to extend the probationary period. At the discretion of the City, the probationary period may be extended in increments of no more than 90 days for a total probationary period not to exceed 18 months.
- 37.2 Any employee classified as a probationary employee (deserving an initial employment probation) as defined above may be discharged without recourse to the grievance procedure. Initial employment probationary employees shall be considered "at will" employees. Any decision concerning employment, continued employment, or termination of employment shall not be subject to the grievance procedure as set forth in this Agreement.
- 37.3 All employment decisions concerning any probationary employee shall be left to the sole and exclusive discretion of the City Manager.

ARTICLE 38

DISCIPLINARY PROCEDURES

- 38.1 The City retains the right to reprimand employees for proper cause. The City agrees that reprimands shall be in a timely fashion and forms of reprimands may include:
- a) Oral Reprimand
 - b) Written Reprimand
 - c) Suspension: at the discretion of the City Manager and with the concurrence of the employee, vacation, personal, sick or compensatory leaves may be charged in lieu of suspension without pay.
 - d) Suspension without pay.
 - e) Discharge of employment
- 38.2 Reprimands will generally follow progressive disciplinary procedures. In some cases due to the seriousness or severity of the offense, progressive steps may not be followed. Employees subjected to reprimand may have union representation. Reprimands are subject to the grievance procedure.
- 38.3 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 standard operating procedures of the City.

ARTICLE 39

SAVINGS CLAUSE

- 39.1 If any provision of this Agreement or the application of such provisions shall be rendered or declared invalid by any court action or by reasons of any existing or subsequently enacted legislation, the remaining parts or portions of this Agreement shall remain in full force. The Union and the City will sit to agree on a replacement article.

ARTICLE 40

ENTIRE AGREEMENT

40.1 The parties acknowledge that during the negotiations which resulted in this Agreement, each had the unlimited rights 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 understandings and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, Management and the Union for the duration of the 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 matter not specifically referred to, or covered in this Agreement even though such subject or matter 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. This article shall not be construed to in any way restrict parties from commencing negotiations on or about May 31, ~~2017~~^{in order}2020 to negotiate an agreement to take effect upon termination of this Agreement.

40.2 This agreement shall take effect on ~~June 1, 2014~~October 1, 2017 and shall remain in force up to and including ~~May 31, 2017~~September 30, 2020.

~~40.3 The City and the Union agree to reopen Wages (Article 34) by no later than May 31, 2016.~~

IN WITNESS WHEREOF, the parties have set their signatures this ___ day of _____, ~~2014~~2018.

FOR THE CITY:

FOR THE UNION:

William C. Latham, Mayor

Lance Sparrow, President, Local 2622

~~George D. Forbes~~Karen W. Nelson, City Manager

Poline Metcalf, Vice President, Local 2622

ATTEST:

ATTEST:

~~Judy Bullock~~Laurie Scott, City Clerk

Robert Koon, Secretary/Treasurer, Local 2622

Schedule A

October 1, 2017 - September 30, 2018

| Firefighter | | | | |
|--------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 11.98 | \$ 34,885.76 | | |
| 2 | \$ 12.28 | \$ 35,759.36 | \$ 12.40 | \$ 36,108.80 |
| 3 | \$ 12.65 | \$ 36,836.80 | \$ 12.77 | \$ 37,186.24 |

| Firefighter Engineer | | | | |
|-----------------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 14.10 | \$ 41,059.20 | | |
| 2 | \$ 14.45 | \$ 42,078.40 | \$ 14.59 | \$ 42,486.08 |
| 3 | \$ 14.88 | \$ 43,330.56 | \$ 15.03 | \$ 43,767.36 |
| 4 | \$ 15.33 | \$ 44,640.96 | \$ 15.48 | \$ 45,077.76 |
| 5 | \$ 15.79 | \$ 45,980.48 | \$ 15.94 | \$ 46,417.28 |
| 6 | \$ 16.26 | \$ 47,349.12 | \$ 16.42 | \$ 47,815.04 |
| 7 | \$ 16.75 | \$ 48,776.00 | \$ 16.91 | \$ 49,241.92 |
| 8 | \$ 17.25 | \$ 50,232.00 | \$ 17.42 | \$ 50,727.04 |
| 9 | \$ 17.77 | \$ 51,746.24 | \$ 17.94 | \$ 52,241.28 |
| 10 | \$ 18.26 | \$ 53,173.12 | \$ 18.43 | \$ 53,668.16 |
| 11 | \$ 18.76 | \$ 54,629.12 | \$ 18.94 | \$ 55,153.28 |
| 12 | \$ 19.28 | \$ 56,143.36 | \$ 19.46 | \$ 56,667.52 |
| 13 | \$ 19.81 | \$ 57,686.72 | \$ 20.00 | \$ 58,240.00 |

Schedule A

October 1, 2017 - September 30, 2018

| Lieutenant | | | | |
|-------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 18.06 | \$ 52,590.72 | | |
| 2 | \$ 18.51 | \$ 53,901.12 | \$ 18.69 | \$ 54,425.28 |
| 3 | \$ 19.07 | \$ 55,531.84 | \$ 19.25 | \$ 56,056.00 |
| 4 | \$ 19.64 | \$ 57,191.68 | \$ 19.83 | \$ 57,744.96 |
| 5 | \$ 20.23 | \$ 58,909.76 | \$ 20.42 | \$ 59,463.04 |
| 6 | \$ 20.84 | \$ 60,686.08 | \$ 21.03 | \$ 61,239.36 |
| 7 | \$ 21.47 | \$ 62,520.64 | \$ 21.66 | \$ 63,073.92 |
| 8 | \$ 22.11 | \$ 64,384.32 | \$ 22.31 | \$ 64,966.72 |
| 9 | \$ 22.77 | \$ 66,306.24 | \$ 22.98 | \$ 66,917.76 |
| 10 | \$ 23.45 | \$ 68,286.40 | \$ 23.67 | \$ 68,927.04 |

| Training/Safety Lieutenant | | | | |
|-----------------------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 26.54 | \$ 55,203.20 | | |
| 2 | \$ 27.20 | \$ 56,576.00 | \$ 27.47 | \$ 57,137.60 |
| 3 | \$ 28.02 | \$ 58,281.60 | \$ 28.29 | \$ 58,843.20 |
| 4 | \$ 28.86 | \$ 60,028.80 | \$ 29.14 | \$ 60,611.20 |
| 5 | \$ 29.73 | \$ 61,838.40 | \$ 30.01 | \$ 62,420.80 |
| 6 | \$ 30.62 | \$ 63,689.60 | \$ 30.91 | \$ 64,292.80 |
| 7 | \$ 31.54 | \$ 65,603.20 | \$ 31.84 | \$ 66,227.20 |
| 8 | \$ 32.49 | \$ 67,579.20 | \$ 32.80 | \$ 68,224.00 |
| 9 | \$ 33.46 | \$ 69,596.80 | \$ 33.78 | \$ 70,262.40 |
| 10 | \$ 34.46 | \$ 71,676.80 | \$ 34.79 | \$ 72,363.20 |

Schedule A

October 1, 2018 - September 30, 2019

| Firefighter | | | | |
|--------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 12.46 | \$ 36,283.52 | | |
| 2 | \$ 12.77 | \$ 37,186.24 | \$ 12.90 | \$ 37,564.80 |
| 3 | \$ 13.15 | \$ 38,292.80 | \$ 13.29 | \$ 38,700.48 |

| Firefighter Engineer | | | | |
|-----------------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 14.67 | \$ 42,719.04 | | |
| 2 | \$ 15.04 | \$ 43,796.48 | \$ 15.18 | \$ 44,204.16 |
| 3 | \$ 15.49 | \$ 45,106.88 | \$ 15.64 | \$ 45,543.68 |
| 4 | \$ 15.95 | \$ 46,446.40 | \$ 16.11 | \$ 46,912.32 |
| 5 | \$ 16.43 | \$ 47,844.16 | \$ 16.59 | \$ 48,310.08 |
| 6 | \$ 16.92 | \$ 49,271.04 | \$ 17.09 | \$ 49,766.08 |
| 7 | \$ 17.43 | \$ 50,756.16 | \$ 17.60 | \$ 51,251.20 |
| 8 | \$ 17.95 | \$ 52,270.40 | \$ 18.13 | \$ 52,794.56 |
| 9 | \$ 18.49 | \$ 53,842.88 | \$ 18.67 | \$ 54,367.04 |
| 10 | \$ 19.00 | \$ 55,328.00 | \$ 19.18 | \$ 55,852.16 |
| 11 | \$ 19.52 | \$ 56,842.24 | \$ 19.71 | \$ 57,395.52 |
| 12 | \$ 20.06 | \$ 58,414.72 | \$ 20.25 | \$ 58,968.00 |
| 13 | \$ 20.61 | \$ 60,016.32 | \$ 20.81 | \$ 60,598.72 |

Schedule A

October 1, 2018 - September 30, 2019

| Lieutenant | | | | |
|-------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 18.79 | \$ 54,716.48 | | |
| 2 | \$ 19.26 | \$ 56,085.12 | \$ 19.45 | \$ 56,638.40 |
| 3 | \$ 19.84 | \$ 57,774.08 | \$ 20.03 | \$ 58,327.36 |
| 4 | \$ 20.44 | \$ 59,521.28 | \$ 20.63 | \$ 60,074.56 |
| 5 | \$ 21.05 | \$ 61,297.60 | \$ 21.25 | \$ 61,880.00 |
| 6 | \$ 21.68 | \$ 63,132.16 | \$ 21.89 | \$ 63,743.68 |
| 7 | \$ 22.33 | \$ 65,024.96 | \$ 22.55 | \$ 65,665.60 |
| 8 | \$ 23.00 | \$ 66,976.00 | \$ 23.23 | \$ 67,645.76 |
| 9 | \$ 23.69 | \$ 68,985.28 | \$ 23.93 | \$ 69,684.16 |
| 10 | \$ 24.40 | \$ 71,052.80 | \$ 24.65 | \$ 71,780.80 |

| Training/Safety Lieutenant | | | | |
|-----------------------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 27.61 | \$ 57,428.80 | | |
| 2 | \$ 28.30 | \$ 58,864.00 | \$ 28.58 | \$ 59,446.40 |
| 3 | \$ 29.15 | \$ 60,632.00 | \$ 29.44 | \$ 61,235.20 |
| 4 | \$ 30.02 | \$ 62,441.60 | \$ 30.32 | \$ 63,065.60 |
| 5 | \$ 30.92 | \$ 64,313.60 | \$ 31.23 | \$ 64,958.40 |
| 6 | \$ 31.85 | \$ 66,248.00 | \$ 32.17 | \$ 66,913.60 |
| 7 | \$ 32.81 | \$ 68,244.80 | \$ 33.14 | \$ 68,931.20 |
| 8 | \$ 33.79 | \$ 70,283.20 | \$ 34.13 | \$ 70,990.40 |
| 9 | \$ 34.80 | \$ 72,384.00 | \$ 35.15 | \$ 73,112.00 |
| 10 | \$ 35.84 | \$ 74,547.20 | \$ 36.20 | \$ 75,296.00 |

Schedule A

October 1, 2019 - September 30, 2020

| Firefighter | | | | |
|--------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 12.96 | \$ 37,739.52 | | |
| 2 | \$ 13.28 | \$ 38,671.36 | \$ 13.41 | \$ 39,049.92 |
| 3 | \$ 13.68 | \$ 39,836.16 | \$ 13.81 | \$ 40,214.72 |

| Firefighter Engineer | | | | |
|-----------------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 15.26 | \$ 44,437.12 | | |
| 2 | \$ 15.64 | \$ 45,543.68 | \$ 15.79 | \$ 45,980.48 |
| 3 | \$ 16.11 | \$ 46,912.32 | \$ 16.26 | \$ 47,349.12 |
| 4 | \$ 16.59 | \$ 48,310.08 | \$ 16.75 | \$ 48,776.00 |
| 5 | \$ 17.09 | \$ 49,766.08 | \$ 17.25 | \$ 50,232.00 |
| 6 | \$ 17.60 | \$ 51,251.20 | \$ 17.77 | \$ 51,746.24 |
| 7 | \$ 18.13 | \$ 52,794.56 | \$ 18.30 | \$ 53,289.60 |
| 8 | \$ 18.67 | \$ 54,367.04 | \$ 18.85 | \$ 54,891.20 |
| 9 | \$ 19.23 | \$ 55,997.76 | \$ 19.42 | \$ 56,551.04 |
| 10 | \$ 19.76 | \$ 57,541.12 | \$ 19.95 | \$ 58,094.40 |
| 11 | \$ 20.30 | \$ 59,113.60 | \$ 20.50 | \$ 59,696.00 |
| 12 | \$ 20.86 | \$ 60,744.32 | \$ 21.06 | \$ 61,326.72 |
| 13 | \$ 21.43 | \$ 62,404.16 | \$ 21.64 | \$ 63,015.68 |

Schedule A

October 1, 2019 - September 30, 2020

| Lieutenant | | | | |
|-------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 19.55 | \$ 56,929.60 | | |
| 2 | \$ 20.04 | \$ 58,356.48 | \$ 20.23 | \$ 58,909.76 |
| 3 | \$ 20.64 | \$ 60,103.68 | \$ 20.84 | \$ 60,686.08 |
| 4 | \$ 21.26 | \$ 61,909.12 | \$ 21.47 | \$ 62,520.64 |
| 5 | \$ 21.90 | \$ 63,772.80 | \$ 22.11 | \$ 64,384.32 |
| 6 | \$ 22.56 | \$ 65,694.72 | \$ 22.77 | \$ 66,306.24 |
| 7 | \$ 23.24 | \$ 67,674.88 | \$ 23.45 | \$ 68,286.40 |
| 8 | \$ 23.94 | \$ 69,713.28 | \$ 24.15 | \$ 70,324.80 |
| 9 | \$ 24.66 | \$ 71,809.92 | \$ 24.87 | \$ 72,421.44 |
| 10 | \$ 25.40 | \$ 73,964.80 | \$ 25.62 | \$ 74,605.44 |

| Training/Safety Lieutenant | | | | |
|-----------------------------------|------------------|---------------|--------------------|---------------|
| Step | Meets (a) | | Exceeds (b) | |
| | <i>Hourly</i> | <i>Yearly</i> | <i>Hourly</i> | <i>Yearly</i> |
| 1 | \$ 28.73 | \$ 59,758.40 | | |
| 2 | \$ 29.45 | \$ 61,256.00 | \$ 29.74 | \$ 61,859.20 |
| 3 | \$ 30.33 | \$ 63,086.40 | \$ 30.63 | \$ 63,710.40 |
| 4 | \$ 31.24 | \$ 64,979.20 | \$ 31.55 | \$ 65,624.00 |
| 5 | \$ 32.18 | \$ 66,934.40 | \$ 32.50 | \$ 67,600.00 |
| 6 | \$ 33.15 | \$ 68,952.00 | \$ 33.48 | \$ 69,638.40 |
| 7 | \$ 34.14 | \$ 71,011.20 | \$ 34.48 | \$ 71,718.40 |
| 8 | \$ 35.16 | \$ 73,132.80 | \$ 35.51 | \$ 73,860.80 |
| 9 | \$ 36.21 | \$ 75,316.80 | \$ 36.58 | \$ 76,086.40 |
| 10 | \$ 37.30 | \$ 77,584.00 | \$ 37.68 | \$ 78,374.40 |

City of
Jacksonville Beach
City Hall
11 North Third Street
Jacksonville Beach
FL 32250
Phone: 904.247.6274
Fax: 904.270.1642

www.jacksonvillebeach.org

MEMORANDUM

TO: Karen W. Nelson, Deputy City Manager

FROM: Ann Meuse, Human Resources Director

SUBJECT: Resolution Number 2026-2019, Amending the Position Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) Positions.

DATE: January 7, 2019

ACTION REQUESTED

Adopt Resolution Number 2026-2019, amending the Position Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) Positions, effective January 22, 2019. This will add an Assistant Golf Course Superintendent position and add Electrical Engineers to positions eligible for automobile allowances.

BACKGROUND

Assistant Golf Course Superintendent

With the reconstruction and reopening of the golf course, the volume of play has increased significantly to levels not seen since prior to the Great Recession of 2008. Due to the increase in play, the City needs to provide additional supervision and oversight of the maintenance operations of the golf course. An Assistant Golf Course Superintendent (Pay grade 123) will provide support for the golf course maintenance operations and assist the Golf Course Superintendent in training and supervising employees. The financial impact of establishing this position is approximately \$3,500, since the City intends to leave a Maintenance Worker III position unfilled to offset the cost. The \$3,500 additional cost is more than justified with the increase in revenues at the golf course.

Automobile Allowance – Electrical Engineers

Electrical Engineers who travel for the City currently drive City vehicles or receive mileage reimbursement. In some circumstances, it may be more beneficial for the



MEMORANDUM
Pay Plan Amendment
January 7, 2019

Page 2 of 2

City to provide an Electrical Engineer an automobile allowance rather than provide a vehicle.

To allow for this, Electrical Engineers have been added to the Classification and Pay Plan as eligible positions for automobile allowances. Whether an Electrical Engineer receives an automobile allowance, a City vehicle or mileage reimbursement, will be determined on a case-by-case basis depending on the needs of the City and must be approved by the City Manager.

RECOMMENDATION

Adopt Resolution Number 2026-2019, amending the Position Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) Positions, effective January 22, 2019. This will add an Assistant Golf Course Superintendent and add Electrical Engineers to positions eligible for automobile allowances.

Introduced by: _____

Adopted: _____

RESOLUTION NO. 2026-2019

A RESOLUTION AMENDING THE CITY OF JACKSONVILLE BEACH POSITION CLASSIFICATION AND PAY PLAN FOR MANAGERIAL, PROFESSIONAL, ADMINISTRATIVE AND UNCLASSIFIED (NON-UNION) POSITIONS, EFFECTIVE JANUARY 22, 2019.

WHEREAS, the City Council has adopted a Position Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Non-Union) Positions, which establishes job classifications and salary ranges for each position that are competitive with similar positions in the labor market, and

WHEREAS, it periodically becomes necessary to update the Position Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Non-Union) Positions 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 Position Classification and Pay Plan for Managerial, Professional, Administrative and Unclassified (Nonunion) Positions attached hereto as *Attachment A*, dated January 22, 2019, which adds an Assistant Golf Course Superintendent position and adds Electrical Engineers to the positions eligible for automobile allowances.

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 become effective immediately upon its adoption.

AUTHENTICATED this ___ day of _____, 2019.

William C. Latham, MAYOR

Laurie Scott, CITY CLERK

Attachment A

CITY OF JACKSONVILLE BEACH

POSITION CLASSIFICATION AND PAY PLAN



Classification and Pay Plan

For

**Managerial, Professional, Administrative and Unclassified
(Nonunion)**

Effective October 1, 2016
Amended February 6, 2017
Amended May 1, 2017
Amended September 18, 2017
Amended February 19, 2018
Amended July 16, 2018
Amended August 6, 2018
Amended September 17, 2018
Amended January 22, 2019

CITY OF JACKSONVILLE BEACH
Introduction to the Position Classification and Pay Plan

The Position Classification and Pay Plan for the City of Jacksonville Beach was prepared in July, 1990 and subsequently revised. The Plan is divided into three major sections:

Section I: General Rules and Regulations

Provides for the rules which guide the administration of the Position Classification and Pay Plan.

Section II: Classification and Pay Grades

Provides for the assignment of a classification and pay grade to each position within the plan.

Section III: Pay Grade Schedule

Provides pay grades and pay ranges in hourly and annual amounts. Minimums, maximums and midpoints are identified.

Job descriptions have been written for each classification in the plan. Although not part of this document, the job descriptions are incorporated by reference and are on file for review in the Human Resources Department.

The position classification plan brings together a number of nonunion management, professional, confidential, and administrative positions under a single classification plan. The plan provides that all positions receive similar treatment with respect to matters of classification. The plan also provides for normal lines of promotion and career development ladders. The organization and arrangement of classes facilitates various aspects of personnel administration such as records processing, position control, recruitment, testing, training and budget control.

The pay plan consists of a system of pay ranges assigned to all classes of work. The pay plan is intended to:

- 1) provide equal pay for equal work;
- 2) provide a means of rewarding employees for continued good or outstanding service;
- 3) provide a convenient method of adjusting the plan to meet changes in conditions which require change in pay levels; and,
- 4) establish salary and wage rates which compare satisfactorily with those public and private employers in competitive market areas for each position, and thus to permit the City to attract and retain qualified employees.

**SECTION I
GENERAL RULES AND REGULATIONS**

A. Administration of the Pay Plan

- 1) Primary responsibility for establishment and upkeep of the classification and pay plan is assigned to the City Manager, or designee.
- 2) All changes and improvements will be made through recommendations to the Human Resources Director, who will analyze and determine whether they should be considered.
- 3) The entire plan shall be reviewed on an annual basis by the City Manager or designee. Following the review, any proposed revisions will be submitted by the City Manager to the City Council for adoption.
- 4) The Pay Grade Schedule consists of a salary schedule showing salary ranges and midpoints.
- 5) An employee may receive a salary increase by means of merit salary advancement, promotion, reclassification, or a pay range adjustment, if there is an availability of funds.
- 6) 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.
- 7) The performance evaluation system is to develop incentive among employees to improve their work performance.
- 8) The City Manager may approve special increases based on evaluation of performance and/or to address what the City determines to be pay inequities.

B. 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 in the following situations:
 - a) If the applicant's training, experience or other qualifications are substantially above those required for the position;
 - b) Exceptions 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).
- 4) Police Sergeants promoted to Commander shall receive a minimum 10% pay increase. Upon successful completion of 6 months' service in the new position, they will be eligible for an additional 10% pay increase. Fire Lieutenants promoted to Captain shall be eligible for a 20% increase in pay.

C. Merit Increases/Lump Sum Payments

- 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 may be eligible for a merit advancement annually, on the anniversary date of their employment in the position, as warranted by performance, provided there are funds available for the increase.
- 3) The employee may receive a salary increase or lump sum payment following an annual evaluation, based upon performance. During the budgeting process, the City Manager may recommend merit pay increases or lump sum payments based on the availability of funds. Any recommendation must be approved by the City Council.

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. Lead Worker Category

- 1) 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.
- 2) 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.
- 3) 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.

F. Training Category

- 1) 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. 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.
- 2) 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.
- 3) The normal time a person would spend in this category would usually be a minimum of six months and a maximum of eighteen months.

G. EXCEL (Excellent City Employees with Longevity) Program

- 1) An employee may be eligible for a lump sum award, 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 increases 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.

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 | 124 |
| | * 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 |
| | Database Administrator | 126 |
| | * 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 and Procurement Officer | 134 |
| | * Procurement Administrator | 128 |
| | Procurement Associate | 124 |
| | 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 Classification

| CLASSIFICATION | POSITION TITLE | GRADE |
|------------------------|--|--------------|
| Electric Utilities | * Construction & Maintenance Supervisor | 132 |
| | Electric Safety & Training Supervisor | 129 |
| | * Electric Utilities Superintendent | 136 |
| | * Electrical Engineer | 133 |
| | * Electrical Engineer (Registered PE) | 134 |
| | * Electrical Engineering Supervisor | 136 |
| | * Meter Services Supervisor | 127 |
| | * System Operations Supervisor | 134 |
| Public Works | * Distribution & Collection Superintendent | 131 |
| | * GIS Systems Analyst | 128 |
| | * Public Works City Engineer | 135 |
| | * Public Works Project Engineer | 135 |
| | * Streets Superintendent | 131 |
| | * Utility Plant Supervisor | 131 |
| | Utility Plant Maintenance Supervisor | 127 |
| Parks and Recreation | Assistant Ocean Rescue Supervisor | 118 |
| | Beach Patrol Guard | Unclassified |
| | Beach Patrol Lieutenant | Unclassified |
| | Director of Golf Instruction | 112 |
| | Events Coordinator | 122 |
| | Golf Cart/Range Attendant | 108 |
| | * Assistant Golf Course Superintendent | 123 |
| | * Golf Course Facility Manager | 127 |
| | * Golf Course Superintendent | 127 |
| | * Golf Course Park Maint. Superintendent | 127 |
| | Golf Shop Attendant | 112 |
| | Golf Starter | 108 |
| | Ocean Rescue Supervisor | 120 |
| | Recreation Leader | 114 |
| | Recreation Program Assistant | 115 |
| | * Recreation Superintendent | 126 |
| | Recreation Supervisor | 123 |
| Tennis Court Attendant | 108 | |
| * Facility Manager | 117 | |
| Public Safety | * Fire Captain/Fire Marshal | 405 |
| | * Fire Captain/Shift Commander | 404 |
| | Police Accreditation Manager | 122 |
| | * Police Commander | 183 |
| | Police Officer Part Time | 180 |
| | Police Records Supervisor | 119 |
| | Police Sergeant (Non-Union) | 182 |
| | Police Volunteer Coordinator | 115 |
| | Public Safety Communications Supervisor | 126 |
| | School Crossing Guard | Unclassified |

*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 | Assistant Ocean Rescue Supervisor |
| 118 | Project/Safety Coordinator |
| 119 | Chief Storekeeper |
| 120 | Ocean Rescue Supervisor |
| 119 | Police Records Supervisor |
| 120 | Administrative Assistant |
| 120 | Payroll Specialist |
| 122 | Building Maintenance Supervisor |
| 122 | * Business Relations/Conservation Coordinator |
| 122 | Events Coordinator |
| 122 | Police Accreditation Manager |
| 123 | Assistant Golf Course Superintendent |
| 123 | Recreation Supervisor |
| 123 | * Assistant to the City Manager |
| 124 | Assistant City Clerk |
| 124 | Human Resources Generalist |
| 124 | Procurement Associate |
| 125 | * Assistant Customer Service Supervisor |
| 125 | * Utilities Accountant/Analyst |
| 126 | * Accountant |
| 126 | * Associate Business Analyst |
| 126 | Database Administrator |
| 126 | * Recreation Superintendent |
| 126 | Public Safety Communications Supervisor |
| 127 | * Golf Course Facility Manager |
| 127 | * Golf Course Superintendent |
| 127 | * Golf Course/Parks Maintenance Superintendent |
| 127 | * Meter Services Supervisor |
| 127 | Utility Plant Maintenance Supervisor |
| 128 | * GIS Systems Analyst |
| 128 | * Procurement Administrator |
| 129 | * City Clerk |
| 129 | * Customer Service Supervisor |

* Exempt from overtime under the Fair Labor Standards Act.

CLASSIFICATIONS AND PAY GRADES
By Grade

| GRADE | POSITION TITLE |
|--------------|--|
| 129 | Electric Safety & Training Supervisor |
| 129 | * Internal Auditor |
| 129 | * System Administrator |
| 129 | * System Administrator/Public Safety |
| 130 | * Accounting Supervisor |
| 130 | * GIS Administrator |
| 130 | * Network Engineer |
| 130 | * Payroll/Benefits Administrator |
| 131 | * Business Analyst |
| 131 | * Distribution & Collection Superintendent |
| 131 | * Streets Superintendent |
| 131 | * Utility Plant Supervisor |
| 132 | * Building Official |
| 132 | * Construction & Maintenance Supervisor |
| 132 | * Planning Official |
| 133 | * Electrical Engineer |
| 134 | * Assistant Finance/Budget Officer |
| 134 | * Electrical Engineer (Registered PE) |
| 134 | * Information Systems Supervisor |
| 134 | * Property and Procurement Officer |
| 134 | * System Operations Supervisor |
| 135 | * Director of Human Resources |
| 135 | * Director of Parks and Recreation |
| 135 | * Director of Planning and Development |
| 135 | * Public Works City Engineer |
| 135 | * Public Works Project Engineer |
| 136 | * Electrical Engineering Supervisor |
| 136 | * Electric Utilities Superintendent |
| 137 | * Fire Chief |
| 138 | * Director of Public Works |
| 138 | * Chief Financial Officer |
| 138 | * Police Chief |
| 141 | * Deputy City Manager |
| 141 | * Director of Beaches Energy Services |
| 180 | Police Officer Part Time |
| 182 | Police Sergeant (Non-Union) |
| 183 | * Police Commander |
| 404 | * Fire Captain/Shift Commander |
| 405 | * Fire Captain/Fire Marshall |
| Unclassified | Beach Patrol Guard |
| Unclassified | Beach Patrol Lieutenant |
| Unclassified | School Crossing Guard |

* Exempt from overtime under the Fair Labor Standards Act.

SECTION III

PAY GRADE SCHEDULE

| GRADE | MINIMUM | MIDPOINT | MAXIMUM |
|-------|------------------------|------------------------|------------------------|
| 108 | \$8.33 \$17,326.40 | \$10.94 \$22,755.20 | \$13.55 \$28,184.00 |
| 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 |
| 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 |

* Annual salaries based on 2080 hours worked in a twelve-month period.

PAY GRADE SCHEDULE

| GRADE | MINIMUM | MIDPOINT | MAXIMUM |
|-------|------------------------|-------------------------|-------------------------|
| 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 |
| 134 | \$29.67 \$61,713.60 | \$38.88 \$80,870.40 | \$48.09 \$100,027.20 |
| 135 | \$31.15 \$64,792.00 | \$40.82 \$84,905.60 | \$50.48 \$104,998.40 |
| 136 | \$32.71 \$68,036.80 | \$42.87 \$89,169.60 | \$53.03 \$110,302.40 |
| 137 | \$34.35 \$71,448.00 | \$45.02 \$93,641.60 | \$55.69 \$115,835.20 |
| 138 | \$36.07 \$75,025.60 | \$47.27 \$98,321.60 | \$58.46 \$121,596.80 |
| 139 | \$37.87 \$78,769.60 | \$49.64 \$103,251.20 | \$61.41 \$127,732.80 |
| 140 | \$39.76 \$82,700.80 | \$52.11 \$108,388.80 | \$64.45 \$134,056.00 |
| 141 | \$41.74 \$86,828.00 | \$54.69 \$113,760.00 | \$67.64 \$140,692.00 |
| 182 | \$28.03 \$58,302.40 | \$32.50 \$67,600.00 | \$36.97 \$76,897.60 |
| 183 | \$29.39 \$61,131.20 | \$38.52 \$80,121.60 | \$47.64 \$99,091.20 |
| *404 | \$22.13 \$64,442.56 | \$25.58 \$74,488.96 | \$29.03 \$84,535.36 |
| 405 | \$30.98 \$64,438.40 | \$35.82 \$74,505.60 | \$40.64 \$84,531.20 |

*Annual salary based on 2912 hours worked in a twelve-month period.
All other annual salaries based on 2080 hours worked in a twelve-month period.

**UNCLASSIFIED POSITIONS
PAY RANGES**

Beach Patrol Guard

| | |
|----------------------|---------|
| 1 st year | \$11.48 |
| 2 nd year | \$11.78 |
| 3 rd year | \$12.11 |
| 4 th year | \$12.37 |
| 5 th year | \$12.72 |

Increase in years 2-5 requires a minimum of 300 hours worked in the previous year

Rescue Swimmer \$13.49
Requires Emergency Medical Technician Certification

Lifeguards and rescue swimmers, who work a minimum of 300 hours between May and September and are in good standing, may receive a lump sum payment of \$500.

Beach Patrol Lieutenant \$15.61

School Crossing Guard

| | |
|----------------------|----------|
| 1 st year | \$9.01* |
| 2 nd year | \$9.29* |
| 3 rd year | \$9.57* |
| 4 th year | \$9.86* |
| 5 th year | \$10.16* |
| 6 th year | \$10.45* |

*Includes a 1 hour per assignment minimum - 1 hour in the morning & 1 hour in the afternoon

ADDITIONAL PAYS

| <u>License/Certification/Allowance</u> | <u>Annual Amount</u> | <u>Position Eligible</u> |
|--|----------------------|--|
| Certified Public Accountant | \$1,200 | Any Department Director or Administrative, Fiscal & Related employee possessing a current Certified Public Accountant license issued by the Florida Department of Business and Professional Regulation, Board of Accountancy |
| Payroll Professional Certification | \$500 | Payroll Specialist |
| Certified Golf Course Superintendent | \$1,500 | Golf Course Superintendent Director of Parks and Recreation |
| Automobile Allowance | \$4,800 | City Manager Deputy City Manger Chief Financial Officer Director of Beaches Energy Director of Human Resources Director of Parks & Recreation Director of Planning & Development Director of Public Works Police Chief Fire Chief |
| | \$3,600 | City Engineer Electrical Engineer Electrical Engineer (Registered PE) Electrical Engineering Supervisor Public Works Project Engineer Property and Procurement Officer City Clerk |

Eligible employees may receive either a City vehicle, an automobile allowance or mileage reimbursement, as determined by the City Manager, in accordance with the City's travel policy.

City of

Jacksonville Beach

City Hall

11 North Third Street

Jacksonville Beach

FL 32250

Phone: 904.247.6231

Fax: 904.247.6107

Planning@jaxbchfl.net

www.jacksonvillebeach.org

MEMORANDUM

To: Karen Nelson, Deputy City Manager

From: Heather Ireland, Senior Planner

Date: January 9, 2019

Subject: Ordinance No. 2019-8115, to modify the definition of "microbrewery" to include a "tasting room", and to add a definition for "tasting room", to Article IV. Definitions, Section 34-41 of the Jacksonville Beach Land Development Code

ACTION REQUESTED

Adopt Ordinance No. 2019-8115, to modify the definition of "microbrewery" to include a "tasting room", and to add a definition for "tasting room", to Article IV. Definitions, Section 34-41 of the Jacksonville Beach Land Development Code.

BACKGROUND

On December 17, 2018 City Council considered a Land Development Code (LDC) text amendment (Ordinance No. 2018-8114) to add the use of "newspaper and magazine publishing" as a permitted use in the *Commercial service: CS* zoning district, and the uses of "microbrewery" and "bar, lounge, nightclub, tavern or other drinking place" as conditional uses in the *Commercial service: CS* zoning district. These uses were proposed by *Bold Brands LLC*, the applicant for the text amendment. City Council approved the Ordinance but amended it to remove the use of "bar, lounge, nightclub, tavern or other drinking place", due to community concerns regarding allowing that use throughout the entire *Commercial service: CS* zoning district.

City Council also directed staff to prepare a modified definition of microbrewery that would include a tasting room component, and to prepare a definition of a "tasting room" that would satisfy both the request of the applicant and the concerns of the City.

These new definitions have been prepared as follows and provided in underline addition/~~strike thru~~ deletion format:



- *Microbrewery* means an establishment which produces, packages, and stores beer or other cereal beverages within an enclosed building, and which produces no more than 8,000 barrels or 248,000 gallons of beverages per year, and which may or may not include a tasting room on premises.
- *Tasting room* means the portion of a microbrewery that is located on the premises of the production facility at which guests may purchase and consume beverages produced on-site. Tasting rooms are limited to 800 square feet in area, and hours of operation may not extend past 10:00 PM daily.

The size limitations and hours of operation proposed would apply specifically to approved tasting rooms associated with microbreweries. Existing microbreweries that serve alcohol currently would not be impacted by this proposed change, as they either also exist as restaurants, or have approval to be drinking establishments.

On January 14, 2019, the Planning Commission, unanimously voted to recommend approval by the City Council of the proposed modified definition of "microbrewery" and the proposed new definition of "tasting room".

RECOMMENDATION

Adopt Ordinance No. 2019-8115, to modify the definition of "microbrewery" to include a "tasting room", and to add a definition for "tasting room", to Article IV. Definitions, Section 34-41 of the Jacksonville Beach Land Development Code.

Introduced by: _____
1st Reading: _____
2nd Reading: _____

ORDINANCE NO. 2019-8115

AN ORDINANCE TO AMEND AN ORDINANCE ENACTING AND ESTABLISHING A COMPREHENSIVE LAND DEVELOPMENT REGULATION AND OFFICIAL ZONING MAP FOR THE INCORPORATED AREA OF THE CITY OF JACKSONVILLE BEACH, FLORIDA, AS AUTHORIZED BY CHAPTER 163.3202, FLORIDA STATUTES, BY AMENDING ARTICLE IV. DEFINITIONS TO MODIFY THE DEFINITION FOR “MICROBREWERY” AND TO ADD A DEFINITION FOR “TASTING ROOM” FOR THE INCORPORATED AREA OF THE CITY, AND TO PROVIDE FOR CODIFICATION, SEVERABILITY, CONFLICTS, AND AN EFFECTIVE DATE:

WHEREAS, the City of Jacksonville Beach has the authority to adopt this Ordinance pursuant to Article VIII of the Constitution of the State of Florida; Chapters 163 & 166, Florida Statutes; and Section 381.986, Florida Statutes; and

WHEREAS, the Jacksonville Beach Planning Commission, after notice and public hearing, has considered the ordinance permitting the operation of Microbreweries and Tasting Rooms and has presented its recommendation to the City Council;

NOW, THEREFORE, BE IT ORDAINED BY THE CITY OF JACKSONVILLE BEACH, FLORIDA:

SECTION 1. Recitals. The above recitals are ratified and confirmed as being true and correct and are made a part of this Ordinance and adopted as legislative findings.

SECTION 2. Amendment of City Code. That Article IV. Definitions is hereby amended to amend the definition of a *Microbrewery* and to add a new definition for *Tasting Room* and as follows¹:

Section 34-41. General

Microbrewery means an establishment which produces, packages, and stores beer or other cereal beverages within an enclosed building, and which produces no more than 8,000 barrels or 248,000 gallons of beverages per year, and which may or may not include a tasting room on premises.

Tasting room means the portion of a microbrewery that is located on the premises of the production facility at which guests may purchase and consume beverages produced on-site. Tasting rooms are limited to 800 square feet in area, and hours of operation may not extend past 10:00 PM daily.

¹ (~~strike through~~ text indicates deletions, underline text indicates additions).

SECTION 3. That this ordinance shall take effect upon its adoption by the City Council.

SECTION 4. That if any section, subsection, clause or provision of this ordinance is held invalid, the remainder shall not be affected by such invalidity.

SECTION 5. All ordinances, resolutions, official determinations or parts thereof previously adopted or entered into by the City or any of its officials and that are in conflict with this ordinance are repealed to the extent inconsistent herewith.

AUTHENTICATED THIS _____ DAY OF _____, A.D., 2019.

William C. Latham, Mayor

Laurie Scott, City Clerk