



AGENDA
Special & Workshop City Council Meeting
Monday, October 16, 2023, 6:00 PM
Council Chambers, 116 First Street, Neptune Beach, Florida

1. CALL TO ORDER / ROLL CALL / PLEDGE OF ALLEGIANCE
2. APPROVAL OF MINUTES
 - A. **September 5, 2023, Special City Council Meeting** p. 3
September 5, 2023, Regular City Council Meeting
September 18, 2023, Special City Council Meeting
September 18, 2023, Workshop City Council Meeting
3. COMMENTS FROM THE PUBLIC
4. COMMUNICATION / CORRESPONDENCE / REPORTS p. 18
5. ORDINANCES
 - A. ORDINANCE NO. 2023-10, FIRST READ AND PUBLIC HEARING. An Ordinance of the City of Neptune Beach, Florida Amending And Revising Chapter 27, Unified Land Development Regulations; Revising the Following Articles: Article XIII- Parking and Loading, Section 27-541, Payment In-Lieu Of Providing Off-Street Parking in the Central Business District; Providing Severability; Providing for Repeal of Laws in Conflict; and Providing for an Effective Date p.23
6. NEW BUSINESS
 - A. Consideration of Approval of Return and Waste Sludge Pumps Variable Frequency Drive Panel p. 34
 - B. Consideration for Request for Inclusion for FDEP Wastewater State Revolving Fund (Wastewater System Improvements) p. 36
 - C. Consideration of Approval of Engineering Services for 3rd Street Redundant Gravity Sewer p. 38
 - D. Consideration of Approval of Agreement between The Florida State Lodge, Fraternal Order of Police, Inc., and the City of Neptune Beach p. 58
 - E. Consideration of Approval of Agreement between Northeast Florida Public Employee's Local 630 and the City of Neptune Beach p. 91
 - F. RESOLUTION NO. 2023-12, A Resolution of the City of Neptune Beach Appointing Members to the Community Development Board p. 149
 - G. RESOLUTION NO. 2023-13, A Resolution of the City of Neptune Beach, Florida, Relating to the State Revolving Fund Loan Program; Making Findings; Authorizing the Loan Application; Authorizing the Loan Agreement; Establishing Pledged Revenues; Designating Authorized Representatives; Providing Assurances; Providing For Conflicts, Severability, and Effective Date p. 157
7. COUNCIL COMMENTS
8. ADJOURN

**WORKSHOP CITY COUNCIL MEETING IMMEDIATELY FOLLOWING
THE ABOVE SPECIAL MEETING**

1. CALL TO ORDER / ROLL CALL
2. AWARDS/ PRESENTATIONS / RECOGNITION OF GUESTS
3. COMMITTEE REPORTS
 - A. Charter Review
 - B. Finance
 - C. Land Use and Parks
 - D. Transportation and Infrastructure Planning
4. PUBLIC COMMENTS
5. PROPOSED ORDINANCES
 - A. PROPOSED ORDINANCE, Floodplain Regulation Update p. 160
6. CONTRACTS / AGREEMENTS / NONE
7. ISSUE DEVELOPMENT / NONE
8. PUBLIC COMMENTS
9. COUNCIL COMMENTS
10. ADJOURN



Residents attending public meetings can use the code **1LWE** to validate their parking session at no cost. After 5:30 on the date of the meeting, follow these steps:

Make sure you are parked in a North Beaches public parking space – we can't validate valet parking or parking in private lots.

- **To use a kiosk:** Using a nearby kiosk, press the Start button and then select 2 to enter your plate and the validation code.
- **To use the Flowbird app:** Tap the nearest yellow balloon and tap "Park here." From the payment screen, select "Redeem a code" at the top. Confirm your information and tap "Purchase" – the price will show "Free."



**MINUTES
SPECIAL CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 5, 2023, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, September 5, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

- Mayor Elaine Brown
- Vice Mayor Kerry Chin
- Councilor Lauren Key
- Councilor Nia Livingston
- Councilor Josh Messinger (*absent*)

STAFF:

- City Manager Richard Pike
- City Attorney Zachary Roth
- Public Works Director Deryle Calhoun
- Chief Financial Officer Jaime Hernandez
- Parks and Sustainability Director Colin Moore
- Police Chief Michael Key
- Community Development Director Heather Whitmore
- City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Brown called the Special Meeting to order at 6:00 p.m. and Councilor Livingston led the Pledge of Allegiance.

Ord. No. 2023-07, Millage Rate

Ordinance No. 2023-07, Adopting Final Millage Rate, First Read And Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2023, and ending September 30, 2024; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; and Providing an Effective Date.

TRIM Notice

Mayor Brown read into the record the Truth in Millage (TRIM) notice.

This is the millage public hearing for the City of Neptune Beach, Florida. The "Rolled-back" rate for the City of Neptune Beach is 3.0747 mills. The rate to be adopted reflects a 10% increase over the "Rolled-back" rate. The rate that is to be levied in this ordinance by the City Council is 3.38217

Public Hearing

Mayor Brown opened the public hearing.

The following speakers spoke in opposition of raising the millage rate:

Alison Ronzon, 221 South Street, Neptune Beach, spoke in opposition to the millage rate increase.

Julie Geissmann, 119 Oleander Street, Neptune Beach, spoke in opposition of the millage rate increase.

Shellie Thole, 124 Margaret Street, Neptune Beach, spoke in opposition to the increase and she would have to pass this on to her renters.

Erin Sheldon, 240 Windswept Circle, Neptune Beach, spoke in opposition to the millage rate increase. She added that she had not seen increase in salaries for teachers and she would have to cut back due to increase.

There being no comments from the public, the public hearing was closed.

City Attorney Zachary Roth advised that Florida Statutes Section 200.065(5)(a)1. states "A rate of not more than 110 percent of the rolled-back rate based on the previous year's maximum millage rate, adjusted for change in per capita Florida personal income, may be adopted if approved by a two-thirds vote of the membership of the governing body of the county, municipality, or independent district."

Made by Chin, seconded by Livingston.

MOTION: TO APPROVE ORDINANCE NO. 2023-07, ADOPTING A MILLAGE RATE OF 3.3821, AT FIRST READ

Roll Call Vote:
Ayes: 4-Key, Livingston, Chin, and Brown
Noes: 0

MOTION CARRIED

Ord. No. 2023-08, FY24 Budget Ordinance No. 2023-08, Adopting A Final Budget, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024; and Providing an Effective Date.

Made by Livingston, seconded by Chin.

MOTION: TO APPROVE ORDINANCE NO. 2023-08, ADOPTING THE FY2023-2024 BUDGET AT FIRST READ

Roll Call Vote:
Ayes: 4-Livingston, Key, Chin, and Brown
Noes: 0

MOTION CARRIED

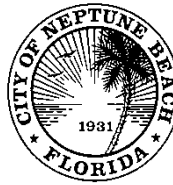
Adjournment There being no further business, the Special Meeting adjourned at 6:44 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
REGULAR CITY COUNCIL MEETING
TUESDAY, SEPTEMBER 5, 2023, 6:44 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Regular City Council Meeting of the City Council of the City of Neptune Beach was held on Tuesday, September 5, 2023, at 6:44 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Lauren Key
Councilor Nia Livingston
Councilor Josh Messinger (*absent*)

STAFF:

City Manager Richard Pike
City Attorney Zachary Roth
Police Chief Michael Key
Chief Financial Officer Jaime Hernandez
Senior Center Director Leslie Lyne
Community Development Director Heather Whitmore
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Brown called the meeting to order at 6:44 p.m.

APPROVAL OF MINUTES

Minutes

Made by Livingston, seconded by Chin

MOTION: TO APPROVE THE FOLLOWING:

August 7, 2023, Regular City Council Meeting
August 21, 2023, Special City Council Meeting
August 21, 2023, Workshop City Council Meeting
August 29, 2023, Emergency City Council Meeting

Roll Call Vote:

Ayes: 4-Livingston, Key, Chin, and Brown
Noes: 0

MOTION CARRIED

PUBLIC COMMENTS / NONE

CITY MANAGER REPORT

City Manager Report
 City Manager Pike presented the City Manager report and it is posted on the City website at:<https://www.nbfl.gov/city-manager/pages/city-manager-reportsdepartmental-score-cards>

VARIANCES / SPECIAL EXCEPTIONS / DEVELOPMENT ORDERS / NONE

ORDINANCES

Ord. No. 2023-05, Dogs on the Beach
Ordinance No. 2023-05, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach Amending Section 6-31, Regarding Dogs on the Beach to Establishing Consistency with Atlantic Beach; Clarifying Leash Requirements; Requiring Certain Protections for Dogs; Providing for Severability; Providing for an Effective Date.

Public Hearing
 Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Livingston, seconded by Key.

MOTION: TO ADOPT ORDINANCE NO. 2023-05, AMENDING SECTION 6-31, REGARDING DOGS ON THE BEACH TO ESTABLISHING CONSISTENCY WITH ATLANTIC BEACH; CLARIFYING LEASH REQUIREMENTS; REQUIRING CERTAIN PROTECTIONS FOR DOGS

Roll Call Vote:
 Ayes: 3-Key, Livingston, and Brown
 Noes: 1-Chin

MOTION CARRIED

Ord. No. 2023-06, Spending Threshold
Ordinance No. 2023-06, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach Amending Chapter 2, Article VI, Section 2-377, Competitive Bidding; Written Contracts, Providing for Severability; and Providing an Effective Date

Public Hearing
 Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Key, seconded by Livingston.

MOTION: TO ADOPT ORDINANCE NO. 2023-06, AMENDING CHAPTER 2, ARTICLE VI, SECTION 2-377, COMPETITIVE BIDDING; WRITTEN CONTRACTS

Roll Call Vote:
 Ayes: 4- Livingston, Key, Chin, and Brown
 Noes: 0

MOTION CARRIED

Ord. No. 2023-09, LDC Revisions
Ordinance No. 2023-09, First Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 27, Unified Land Development Regulations, Article IV, Land Use, Table 27-239; and Section 27-241; Article V, Accessory Structures and Uses, Section 27-332, and Adding Sections 27-335 and 27-336.

Public Hearing
 Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Chin, seconded by Key.

MOTION: **TO APPROVE ORDINANCE NO. 2023-09, AMENDING CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE IV, LAND USE, TABLE 27-239; AND SECTION 27-241; ARTICLE V, ACCESSORY STRUCTURES AND USES, SECTION 27-332, AND ADDING SECTIONS 27-335 AND 27-336.**

Roll Call Vote:

Ayes: 4- Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

OLD BUSINESS

Termination of Declaration of Emergency

Termination of Declaration of Emergency. Mayor Brown explained a Declaration of Emergency had been declared due to the impending approach of Hurricane Idalia.

Mr. Roth advised it would be best practice to terminate the declaration that was enacted on August 29, 2023.

Made by Key, seconded by Livingston.

MOTION: **TO TERMINATE THE DECLARATION OF EMERGENCY FOR HURRICANE IDALIA ENACTED ON AUGUST 29, 2023**

Roll Call Vote:

Ayes: 4-Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

Right-of-Way Purchase

Request to Purchase Right-of-Way (Kings Circle S/Marsh Point Rd/Florida Boulevard). Community Development Director Heather Whitmore explained that a request to purchase a portion of a right-of-way adjacent to properties along Marsh Point Rd and Florida Blvd, also known in correspondence as the “weird alley.” Eight spaces are leased from the City to the Monahan Building and will not be impacted by the vacation of the subject ROW.

Discussion with Mr. Jean Bakkes, the applicant, included leasing, appraisal of the property, intended uses and restricted covenants as condition of a sale.

Mayor Brown stated this item would be deferred until more information was submitted.

NEW BUSINESS

Res. No. 2023-09, Order of Business

Res. No. 2023-09, Order of Business. City Manager Richard Pike stated that the departmental score card would be removed from the workshop agenda. He would give his City Manager Report at the Regular Council meeting.

Made by Chin, seconded by Key.

MOTION: **TO ADOPT RESOLUTION NO. 2023-09, ORDER OF BUSINESS FOR REGULAR AND WORKSHOP CITY COUNCIL MEETINGS**

Roll Call Vote:

Ayes: 4-Livingston, Key, Chin, and Brown

Noes: 0

MOTION CARRIED

Res. No. 2023-10,
State Revolving
Fund Loan

Res. No. 2023-10, State Revolving Fund Loan. Public Works Director Deryle Calhoun explained a resolution authorizing the loan application is required for the State Revolving Fund Loan Program. The Environmental Protection Agency finalized an update to the Lead and Copper Rule which in part requires community water systems, regardless of size, to develop and maintain an inventory of service lines that the public can access (40 CFR 141.84(a)). The inventory must describe both system-owned and customer-owned segments of the service line. Utilities must submit the initial inventory by October 16, 2024. This loan would fund the project.

Made by Key, seconded by Livingston.

MOTION: TO ADOPT RESOLUTION NO. 2023-10, AUTHORIZING THE STATE REVOLVING FUND LOAN APPLICATION

Roll Call Vote:

Ayes: 4-Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

3rd Street Gravity
Sewer Project

3rd Street Gravity Sewer Geotechnical Investigation Project. Mr. Calhoun reported that a second wastewater crossing of Third Street is needed. This request includes development of a proposed route for a new pipeline. The project will perform a geotechnical investigation on the proposed gravity sewer crossing.

The City has a continuing services contract with Jones Edmunds who has provided the scope of services which include soil borings and ground penetrating radar survey of the area.

Made by Chin, seconded by Key.

MOTION: TO APPROVE THE 3RD STREET GRAVITY SEWER GEOTECHINCAL INVESTIGATION PROJECT IN THE AMOUNT OF \$34,273.60

Roll Call Vote:

Ayes: 4- Livingston, Key, Chin, and Brown

Noes: 0

MOTION CARRIED

Emergency
Stormwater Tractor

Emergency Stormwater Tractor Preventive Maintenance and Boom Mower Repair/Rehabilitation. Mr. Calhoun stated the stormwater department's tractor required preventative maintenance and the boom mower required replacement of several parts. This is an emergency request due to the lead time involved with parts and the summer mowing season.

Made by Chin, seconded by Key.

MOTION: TO APPROVE EMERGENCY STORMWATER TRACTOR PREVENTIVE MAINTENANCE AND BOOM MOWER REPAIR/REHABILITATION.

Roll Call Vote:

Ayes: 4- Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

Sanitary Sewer
Manhole Covers

Sanitary Sewer Manhole Covers. Mr. Calhoun reported that sanitary sewer manhole covers have been recommended to monitor flow within the wastewater collection system. Data is then available to understand the amount of stormwater intrusion into the system and monitor problematic locations.

Made by Key, seconded by Chin.

MOTION: **TO APPROVE PURCHASE OF SANITARY SEWER MANHOLE COVERS IN THE AMOUNT OF \$19,855.00**

Roll Call Vote:

Ayes: 4- Livingston, Key, Chin, and Brown

Noes: 0

MOTION CARRIED

Adjournment

There being no further business, the meeting adjourned at 7:45 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



MINUTES
SPECIAL CITY COUNCIL MEETING
MONDAY, SEPTEMBER 18, 2023, 6:00 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266

Pursuant to proper notice, a Special City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, September 18, 2023, at 6:00 p.m., at Neptune Beach City Hall, 116 First Street, Neptune Beach, Florida 32266.

Attendance:

IN ATTENDANCE:

Mayor Elaine Brown
 Vice Mayor Kerry Chin
 Councilor Lauren Key
 Councilor Nia Livingston
 Councilor Josh Messinger

STAFF:

City Manager Richard Pike
 City Attorney Zachary Roth
 Public Works Director Deryle Calhoun
 Chief Financial Officer Jaime Hernandez
 Parks and Sustainability Director Colin Moore
 Police Chief Michael Key
 Community Development Director Heather Whitmore
 City Clerk Catherine Ponson

Call to Order/Roll Call/Pledge

Mayor Brown called the Special Meeting to order at 6:00 p.m. and Councilor Messinger led the Pledge of Allegiance.

Ord. No. 2023-07, Millage Rate

Ordinance No. 2023-07, Adopting Final Millage Rate, Second Read And Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Millage Rate and Levying Ad Valorem Taxes for the Fiscal Year Beginning October 1, 2023, and ending September 30, 2024; Setting Forth Certain Information Regarding "Rolled-Back Rate"; Directing the City Manager to Adjust the Adopted Millage Rate in the Event of Changes in the Assessment Roll and Taxable Value; and Providing an Effective Date.

TRIM Notice

Mayor Brown read into the record the Truth in Millage (TRIM) notice.

"This is the millage public hearing for the City of Neptune Beach, Florida. The "Rolled-back" rate for the City of Neptune Beach is 3.0747 mills. The rate to be adopted reflects a 10% increase over the "Rolled-back" rate. The rate that is to be levied in this ordinance by the City Council is 3.3821."

City Attorney Zachary Roth explained that earlier in July, Council approved the maximum rate for the TRIM notices that were mailed. It was not adopting a rate or binding. The statute then governs what a municipality can and cannot do based on the vote. The rolled back rate is a percentage off of last year's rate that is calculated based on various economic factors. This year's rolled back rate is 3.0747. At the September 5, 2023, meeting, the most that the millage rate could be is 10% of that rolled back rate based on Florida Statutes requiring two-thirds vote of the governing body.

Mr. Roth pointed out the difference between the current millage rate, 3.3656, and the tentative rate, 3.3821, is 0.0165.

Vice Mayor Chin clarified the difference in the increase based on a house's net assessed value. For a \$300,000 house, it would be an increase of \$4.13. For a \$500,000 house, the increase would be \$7.42 and a \$700,000 house, the increase would be \$11.55.

Mr. Roth added that there are other taxing authorities, such as Duval County Schools, City of Jacksonville and the St. John River Water Management District. A property tax bill may go up due to those other taxing authorities.

Public Hearing Mayor Brown opened the public hearing.

Nicole De Venoge, 617 Oak Street, Neptune Beach, spoke regarding the use of taxpayer dollars and infrastructure services should take priority. She is concerned with the amount of dollars City of Jacksonville is taking.

Mark Waddell, 617 Oak Street, Neptune Beach, stated he does not feel information is easy to find out, such as what projects are being done. He added he has to fish through the website to find information.

There being no comments from the public, the public hearing was closed.

Made by Chin, seconded by Livingston.

MOTION: TO APPROVE ORDINANCE NO. 2023-07, ADOPTING A FINAL MILLAGE RATE OF 3.3821

Roll Call Vote:

Ayes: 3-Livingston, Chin, and Brown

Noes: 2-Key and Messinger

City Attorney Zachary Roth advised a vote for more than the rolled back requires a two-thirds vote.

MOTION FAILED

Made by Messinger, seconded by Key.

MOTION: TO APPROVE ORDINANCE NO. 2023-07, ADOPTING A FINAL MILLAGE RATE OF 3.3656

Roll Call Vote:

Ayes: 4-Messinger, Key, Chin, and Brown

Noes: 1-Livingston

MOTION CARRIED

Ord. No. 2023-08, FY23-24 Budget Ordinance No. 2023-08, Adopting A Final Budget, Second Read And Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Adopting a Final Budget and Appropriating Funds for the Fiscal Year beginning October 1, 2023, and ending September 30, 2024; and Providing an Effective Date

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Councilor Messinger commented that the amount of money being discussed is approximately \$20,000.00. This is the amount the budget would need to be adjusted.

Made by Key, seconded by Messinger.

MOTION: TO APPROVE ORDINANCE NO. 2023-08, ADOPTING THE FY2023-2024 BUDGET BASED ON THE CURRENT MILLAGE RATE OF 3.3656

Roll Call Vote:

Ayes: 5-Messinger, Key, Livingston, Chin, and Brown

Noes: 0

MOTION CARRIED

Ord. No. 2023-09, LDC Revisions Ordinance No. 2023-09, Second Read and Public Hearing. An Ordinance of the City of Neptune Beach, Florida, Amending Chapter 27, Unified Land Development Regulations, Article IV, Land Use, Table 27-239; and Section 27-241; Article V, Accessory Structures and Uses, Section 27-332, and Adding Sections 27-335 and 27-336.

Public Hearing Mayor Brown opened the public hearing. There being no comments from the public, the public hearing was closed.

Made by Messinger, seconded by Livingston.

MOTION: TO APPROVE ORDINANCE NO. 2023-09, AMENDING CHAPTER 27, UNIFIED LAND DEVELOPMENT REGULATIONS, ARTICLE IV, LAND USE, TABLE 27-239; AND SECTION 27-241; ARTICLE V, ACCESSORY STRUCTURES AND USES, SECTION 27-332, AND ADDING SECTIONS 27-335 AND 27-336

MOTION CARRIED

Res. No. 2023-11, Civil Advisory Board Resolution No. 2023-11, Civil Advisory Board. Mayor Brown stated that this is to appoint members to the Civil Service Board that had been inactive.

Made by Messinger, seconded by Chin.

MOTION: TO ADOPT RESOLUTION NO. 2023-11, APPOINTING MEMBERS TO THE CIVIL ADVISORY BOARD

Roll Call Vote:

Ayes: 5- Livingston, Messinger, Key, Chin, and Brown

Noes: 0

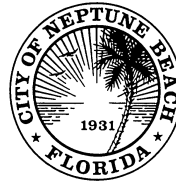
Adjournment There being no further business, the Special Meeting adjourned at 6:24 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____



**MINUTES
WORKSHOP CITY COUNCIL MEETING
IMMEDIATELY FOLLOWING THE SPECIAL MEETING
MONDAY, SEPTEMBER 18, 2023, 6:24 P.M.
NEPTUNE BEACH CITY HALL
116 FIRST STREET
NEPTUNE BEACH, FLORIDA 32266**

Pursuant to proper notice, a Workshop City Council Meeting of the City Council of the City of Neptune Beach was held on Monday, September 18, 2023, at 6:24 p.m., in Council Chambers, City Hall, 116 First Street, Neptune Beach, Florida, 32266

Attendance

IN ATTENDANCE:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Lauren Key
Councilor Nia Livingston
Councilor Josh Messinger

STAFF:

City Attorney Zachary Roth
City Manager Richard Pike
Chief Financial Officer Jaime Hernandez
Public Works Director Deryle Calhoun
Parks and Sustainability Director Colin Moore
Police Chief Michael Key
Community Development Director Heather Whitmore
City Clerk Catherine Ponson

Call to Order/Roll Call

Mayor Brown called the workshop meeting to order at 6:24 p.m.

AWARDS/PRESENTATIONS/RECOGNITION OF GUESTS

Neptune Trident Award

Mayor Brown presented the Neptune Trident Award to Charlie and Rebecca Miller. The Neptune Trident Award is an award to honor residents that have contributed to improving the quality of life of the community.

Proclamation

Mayor Brown read and presented a proclamation to the Jacksonville Beaches Woman's Club and recognized September 30, 2023, as a National Day of Service, to address food insecurity. They will be participating with the BEAM Food Pantry on this food drive.

COMMITTEE REPORTS / NONE

PUBLIC COMMENTS

Public Comments

Penny Kennedy, 2010 Acacia Road, Neptune Beach, stated she could not find the budget on the website. She requested it be placed where it could be found. She added she did not know the Senior Center had the porch added. She also asked for the cost.

ISSUE DEVELOPMENT

Special Assessment Presentation

Special Assessment Presentation. Terrell K. Arline, Of Counsel, presented information regarding special assessments. He reported that special assessments are authorized by Chapter 197, Florida Statutes, to be collected pursuant to the Uniform Assessment Collection Act (tax bill).

Mr. Arline stated that a special assessment is often used to recover a local government’s cost to provide services or capital projects that provide a special benefit to real property. The master assessment ordinance will not obligate the City to impose assessments, impose any assessments or utilize the procedures in Chapter 170, Florida Statutes. It is not a substitute for code enforcement. He recommends adopting a master special assessment ordinance under the direction of Heather Encinosa, attorney for Nabors and Giblin.

Mr. Roth gave examples of how this would help the City. The homes south of the Kings Street bridge do not have City sewer and have septic tanks. Eventually, there will be a law that we have to get rid of septic tanks. This ordinance would allow us to charge the cost to neighborhood rather than the entire City pay to extend sewer service over the bridge.

Another example is if a hurricane hits this area and properties are left abandoned. An ordinance would give the City a mechanism to clean those properties and guarantee the City get paid.

Councilor Key stated she feels strongly that this is something we need if, for no other reason, if we are hit by a hurricane, there would be areas rebuilt and other areas that are not taken care of. It is responsible to have this in place as a coastal community.

Mayor Brown commented this is something we should pursue and keep updated.

Councilor Messinger expressed that this is a mechanism that gives more teeth to what Code Enforcement has now. If we have very bad flooding and people choose to abandon their homes, this would make sure the City is reimbursed for the expenses of keeping the property secure and cleaned up.

It was the consensus of Council to move forward with the special assessment ordinance process. Mr. Roth stated Ms. Encinosa had provided an engagement letter. The letter did not have a cap but had an hourly rate. He would come back with how many hours it could possibly take.

Payment In-Lieu of Parking

Payment In-Lieu of Parking. Community Development Director Heather Whitmore explained that payment in-lieu of providing off-street parking in the Central Business District” provides an opportunity for the owner of a property to request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to Section 27-540

There is currently no fee established for the payment in-lieu of parking program. Furthermore, the existing ordinance requires the that fees must be used to construct or provide additional parking. Staff recommends establishing a flat rate fee for the payment fee-in-lieu of parking. Staff also recommends revising the ordinance to allow funds to spent to support a variety parking and transportation improvements in the Central Business District.

Discussion included use changes, a flat rate to increase yearly with the CPI, payment structure and expenditure of the revenues.

The consensus of Council is for the amount to be \$12,500 per space with 50% of the total fee paid upfront and the remaining balance be paid over 24 months.

Ms. Whitmore will prepare a formal ordinance to be presented at the October 2, 2023, Council meeting.

Police Chief Report

Police Chief Michael Key presented the August monthly police report. He stated the PD was actively working on the arson case on Nightfall Drive. He encouraged anyone with any information to contact the NBPD at (904) 270-2413. To remain anonymous, please contact First Coast Crime Stoppers 1 (866) 845-8477. He also stated that the NBPD is taking a stance on gun violations. He added that we need to encourage parents to educate their children on e-bike safety.

PUBLIC COMMENTS

Public Comment

Nicole de Venoge, 617 Oak Street, Neptune Beach, addressed communications. She suggested more text alerts. She suggested sending emails about what’s going on in the Community.

Mark Waddell, 617 Oak Street, Neptune Beach, stated we need to address golf cart safety. He added he had concerns regarding the special assessment and if the special assessment limited to a single property, a neighborhood or the entire town.

COUNCIL COMMENTS

Council Comments

Councilor Key commented that information people need is on the website. If it can’t be found, call and ask. To be an engaged citizen, you have to ask questions, call representatives and looking for information. There should be ownership on the resident side of being proactive. She has spoken with City Manager Pike about doing a newsletter. Things aren’t hidden and there is misinformation going around. This is not good for our community. She hopes this will empower people to be proactive.

City Attorney

Mr. Roth stated that you cannot use a special assessment to replace taxes. It has to be a special assessment for a special purpose.

Adjournment

There being no further business, the workshop meeting adjourned at 7:25 p.m.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC
City Clerk

Approved: _____

City Manager Report

Departmental Recaps-09/26/2023

Police Department

- An All-Leader Staff Meeting was held on 09/21/23. Priorities, expectations, and vision plan discussed.
- Mandatory All-Member, State of the Dept. Address scheduled for 10/05/23 (JBPD to cover street/dispatch)
- October is Domestic Abuse Month. Pins on uniforms.
- E-bike Safety Campaign: BC: 9/28, NBE: 10/04, FHS: Pending
- Monthly Reports being revamped.
- MCEMP Org Charts being reworked.
- Generator fix
- SOP and Form Agency-wide update
- Axon Fleet 3 Installs 09/28 (in-car camera-license plate readers)

Budget:

- DEA gun range donation (\$30K)
- Grant updates, 22' & 23' JAG, Firehouse, Opioid.
- Viewing budget access for admin.
- Viewing credit card access for admin.

IT Needs:

- CAD Project.
- New AV needed for PD training room. Not operational currently.

Noteworthy cases:

- Wanted Suspects
- Pete's
- FHS - AAR Report sent to CC
- Arson

Community Outreach:

- (Tentative): 10/18 Chief's Walk, Location TBD
- (Tentative): 10/20 Movie w/ the Mayor, Hocus Pocus (Neptune House Res. in Conflict-CB)
- (Tentative): 11/04 Cookies w/ a Cop (Neptune House Res. in Conflict-CB)

Mobility Management:

- City Hall signage on east and south side parking is completed.
- City Employee Parking Signs for 2nd St. -- east of Regions Bank are in and waiting to be erected (pending galvanized poles in inventory and Oct. 1 date).
- New Hire Parking Ambassador going through background process and should start in Oct.
- Meeting with BTC merchant President Deanne Dunlop on 9/27 (EE parking issues).

Community Development

1. Items for Council October 2nd
 - a. Parking Fee in lieu Ordinance update
 - b. Parking Fee in lieu resolution
2. Items for Council October 18th
 - a. Floodplain Ordinance rewrite (workshop)
3. CDB October 11th
 - a. 2101 Bartolome Lot Split
4. CRS
 - a. Received additional comments – responded to all, waiting for CRS response
 - b. Requires Floodplain Ordinance rewrite to remain compliant with state/federal minimum

IT Department

- Policy Creation and Review
 - Compile a comprehensive list of IT policies for the City
- Evaluate Access Control
 - Work with vendors to solidify a solution for the city to include cameras
- Continue with fiber discussions
 - Work with vendors to discuss costs associated with fiber work to various locations
- Continue with security discussions
 - Research network connectivity and access for users outside and inside of the network
- O365 Changes
 - Implementing baseline security, policy-based licensing, and a structured teams environment
 - Workflow creation and timeline on when to develop/deploy changes

Public Works

Water Consumptive Use Permit (CUP) and New Well 5

- Consultant submitted CUP permit modification to St. Johns River Water Management District (WMD) for the addition of Well 5. WMD has previously visited the plant site and is in agreement with the proposed location.
- Subcontractors have begun survey and subsurface work to identify pipes, etc., for locating Well 5
- Progress meeting with the consultant is scheduled for 10/05

Water Plant and Grid

- Well 1 new pump has been installed, and bacteriological samples passed; the contractor should have the well back online the week of 9/25
- One employee has been assigned fire hydrant painting, flushing (annually), and flow testing (every five years for ISO certification with FD)

- Working to reestablish the backflow certification program

Wastewater Plant 2 Upgrades for Nitrogen Removal

- Currently, bid opening is scheduled for 11/07
- Addendum to the bid package for structural and clarifier improvements scheduled to post 10/06
- Construction schedule will require a consent order modification; requested consultant to begin that conversation with FDEP

Wastewater Grid

- Redundant 3rd Street Crossing – Geotechnical work to occur 10/09; working to receive survey quotes; discussed with continuing services engineer the anticipated scope
- The existing 3rd Street pipe was cleaned and televised
- Florida Blvd force main extension to plant – working to receive survey quotes
- Meeting with an engineering consultant to understand State FDEP loan application requirements

Senate Bill 64

- FRWA has begun legislative outreach regarding expected costs to comply
- Annual report to FDEP on compliance progress is due 11/01

Senior Center Improvements

- Contractor working on parking and prepping for landscaping
- Roofing is complete; a local resident raised concerns about the roof and underlayment. Currently working with consultant and contractor to identify any contract-related issues.
- Certificate of Occupancy on schedule for the end of October

Water Tower Repairs and Maintenance

- First phase of work is complete
- ROW permit has been approved by DPW and PD
- Contractor will mobilize back to the site for blasting/painting on 9/25
- Contractor's current schedule indicates a 12/31 completion

City Hall Roof Replacement

- Pre-construction meeting with contractor and consultant scheduled for 9/26
- The contractor will be utilizing all parking spaces on the south side of City Hall. Five of the seven spots will open nightly; PD/Parking Enforcement will handle the opening and closing of the spots daily.
- Current mobilization anticipated 10/09
- Expected completion 11/10

Parks & Sustainability

- Parking in the Lemon St private lot across from the Police Dept will be available for City employees during the City Hall roof repair
- Kickoff meeting for DEP Resilience Planning grant scheduled for Sep 29
- Grant contract for City Hall and Police Department generators is being finalized by the Florida Division of Emergency Management
- Jaguar statue painting is 90% complete – will be unveiled in October Beaches Town Center event
- Jarboe Park baseball field refurbishment is continuing
- Conduit for a new pump for Jarboe Park ponds has been installed – skid for the pump has been fabricated by Public Works. Pump components will be ordered on October 1
- Penman Road presentation/public meeting for Neptune Beach City Council will be coordinated with COJ Public Works for October/November

Human Resources

- Currently conducting an audit of employees' Paid Time Off (PTO) and Compensatory (Comp) time (finished auditing the Public Works Department last week and will start auditing the Police Department this week)
- Preparing for the Open Enrollment period scheduled from October 25th to 27th
- Currently accepting applications for the following positions: Police Officer, Lead Wastewater Operator, and Pump Mechanic.

City Clerk

- Prepare Millage Rate and Budget Ordinances for Final Adoption
- Review 2024 Election updates
- Prepare minutes and agendas for Council meetings
- Fulfill ongoing public record requests

Finance

- Auditors are here to conduct the audit for FY 21-22; they will be here until Thursday afternoon. The goal is to have the financial statement ready for presentation to the Council at the first meeting in January 2024.
- Tyler implementation for Project Management and Account Receivable modules started yesterday.
 - Will take approximately 120 hours, according to Tyler.
- No Millage rate was approved for FY 23-24.
- Jacksonville's Property Appraiser will send an updated DR-420 to recertify the Millage rate for 2023.
- Budget approved for the General Fund amounts to \$9,256,744 and \$12,968,686 for other funds for a total of \$22,225,430.

- A total of 126 employees approved.
- COLA increase of 3.5% across the board.
- Paid medical benefits extended to family members.
- Planning to publish/post the adopted budget on the website on Monday.
- Upload the adopted budget into Tyler on Monday.

Senior Center

- CDBG Contract 2023-2024 Requesting \$48,000 APPROVED-Contract coming.
- Event Stats YTD 743 Total Events
- Services Delivered YTD 546 Unduplicated Individuals
- Construction on Forest Ave. Anticipated Move in mind to late November 2023
- Outdoor ceiling fans 4-72" fans for porch-purchased Lowe's
- Ordering 2 outdoor light fixtures for the porch
- Ordering tables 13 for community areas
- Partnering with Seniors on a Mission iPhone & tablet instructions
- Status Report to Eckstein Charitable Trust All Monies to be used no later than October 31, 2023
- Day Trips December 2023 & March 2024
- Fundraisers Travel & Grants YTD \$6,877
- Presenter at FSCJ Community Wellness Summit Friday, October 27, 2023
- Developing a new schedule for the new building
- Working with Ricardo on new laptops and internet at new site
- City Wide to perform construction cleaning on the inside of the building when outdoor construction is completed-disinfect, sanitize, seal & polish flooring.
- Developing Grand Opening for the Center with community partners.
- Recognition plaque for the Eckstein Foundation's \$235K donation for porch construction
- City Seal of City of Neptune Beach design for the new senior activity center
- Participation with NBPD and JBWC for Domestic Abuse Awareness month during October with purple ribbons tied on palm trees entering Town Center



**Special Meeting
Agenda Item #5A
Payment In-Lieu of
Parking**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Payment In-Lieu of Parking Ordinance Update
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	October 5, 2023
BACKGROUND:	<p>LDC Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” provides an opportunity for the owner of a property to request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540.</p> <p>The purpose of this ordinance is to establish a flat rate fee calculation for the payment fee-in-lieu of parking program in the Central Business District. The ordinance expands how those fees may be utilized, and limits the use of funds to Central Business District. Specifically, the ordinance permits funds to spent to support a variety parking and transportation improvements in the Central Business District.</p> <p>Lastly, the ordinance revises the payment terms to require a first payment of 50% of the total fee prior to issuance of a building permit or the first certificate of occupancy (whichever comes sooner), and provides that the 50% balance of the amount due may be paid in equal monthly payments plus prime rate for up to two (2) years.</p>
BUDGET:	Fees collected under the “Payment in-lieu of providing off-street parking program” will go into a dedicated spending account for parking and transportation improvements in the Central Business District.
RECOMMENDATION:	Approve Ordinance 2023-10 upon first reading, and forward to a second reading for final adoption.

ATTACHMENT:	<ol style="list-style-type: none"><li data-bbox="488 100 1507 178">1. Business Impact Estimate provided in accordance with section 166.041(4), Florida Statutes.<li data-bbox="488 178 1507 325">2. Ordinance 2023-10, with Exhibit A: Proposed revised LDC Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” in strikethrough and underline:
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Business Impact Estimate

This form should be included in agenda packet for the item under which the proposed ordinance is to be considered, and must be posted on the City of Neptune Beach's website by the time notice of the proposed ordinance is published.

Proposed ordinance's title/reference:

Ordinance 2023-10

Amending Chapter 27 Unified Land Development Code Article VIII Parking and Loading, Section 27-541 "Payment in-lieu of providing off-street parking in the Central Business District"

This Business Impact Estimate is provided in accordance with section 166.041(4), *Florida Statutes*. If one or more boxes are checked below, this means the City is of the view that a business impact estimate is not required by state law¹ for the proposed ordinance, but the City is, nevertheless providing this Business Impact Estimate as a courtesy and to avoid any procedural issues that could impact the enactment of the proposed ordinance. This Business Impact Estimate may be revised following its initial posting.

- The proposed ordinance is required for compliance with Federal or State law or regulation;
- The proposed ordinance relates to the issuance or refinancing of debt;
- The proposed ordinance relates to the adoption of budgets or budget amendments, including revenue sources necessary to fund the budget;
- The proposed ordinance is required to implement a contract or an agreement, including, but not limited to, any Federal, State, local, or private grant, or other financial assistance accepted by the municipal government.
- The proposed ordinance is an emergency ordinance;
- The ordinance relates to procurement; or
- The proposed ordinance is enacted to implement the following:
 - a. Part II of Chapter 163, *Florida Statutes*, relating to growth policy, county and municipal planning, and land development regulation, including zoning, development orders, development agreements and development permits;
 - b. Sections 190.005 and 190.046, *Florida Statutes*, regarding community development districts;
 - c. Section 553.73, *Florida Statutes*, relating to the *Florida Building Code*; or

¹ See Section 166.041(4)(c), *Florida Statutes*.

d. Section 633.202, *Florida Statutes*, relating to the *Florida Fire Prevention Code*.

In accordance with the provisions of controlling law, even notwithstanding the fact that, an exemption noted above may apply, the City hereby publishes the following information:

1. Summary of the proposed ordinance (must include statement of the public purpose, such as serving the public health, safety, morals, and welfare):

The proposed ordinance revises Sec. 27-541. – “Payment in-lieu of providing off-street parking in the Central Business District” by:

- Allows payment in-lieu of providing off-street parking funds to spent to support a variety parking and transportation improvements in the CDB

-Establishes deposit and payment arrangement terms

- Establishes a flat rate fee calculation for the payment fee-in-lieu of parking, replacing the existing cost of construction method of computation

2. An estimate of the direct economic impact of the proposed ordinance on private, for-profit businesses in the City, if any:

(a) An estimate of direct compliance costs that businesses may reasonably incur;

(b) Any new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and

(c) An estimate of the City’s regulatory costs, including estimated revenues from any new charges or fees to cover such costs.

(a) For those businesses that request to make a payment in-lieu of providing off-street parking in the CBD, the direct compliance costs that business shall be satisfied as determined by the Community Development Department fee adopted by separate City Council resolution;

(b) The existing ordinance already establishes a payment in-lieu of providing off-street parking in the CBD. This is not a new charge or fee imposed by the proposed ordinance, or for which businesses will be financially responsible; and

(c) None.

Regarding each of the above, the estimated revenues will be determined by the resolution adopted to implement the fee provisions of this ordinance. Only business who seek to avail themselves of the rights granted in this ordinance will incur any costs.

3. Good faith estimate of the number of businesses likely to be impacted by the proposed ordinance:

All businesses in the incorporated City limits located in the Central Business District. All future business to be located in the Central Business District. The exact number of businesses is unknown. The number of businesses in the Central Business District is estimated to be less than 100. The provisions of this ordinance are not mandatory and therefore will only impact businesses who seek to avail themselves of the option contained therein.

4. Additional information the governing body deems useful (if any):

The provisions of this ordinance are not mandatory and therefore will only impact businesses who seek to avail themselves of the option contained therein.

INTRODUCED BY:

MAYOR BROWN



ORDINANCE NO. 2023-10

A BILL TO BE ENTITLED

AN ORDINANCE OF THE CITY OF NEPTUNE BEACH, FLORIDA AMENDING AND REVISING CHAPTER 27 UNIFIED LAND DEVELOPMENT REGULATIONS; REVISING THE FOLLOWING ARTICLES: ARTICLE XIII - PARKING AND LOADING Section 27-541 PAYMENT IN-LIEU OF PROVIDING OFF-STREET PARKING IN THE CENTRAL BUSINESS DISTRICT; PROVIDING SEVERABILITY; PROVIDING FOR REPEAL OF LAWS IN CONFLICT; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, pursuant to Section 2(b), Article VIII of the Florida Constitution and Chapter 166 of the Florida Statutes, the City of Neptune Beach possesses the powers to enact ordinances in order to protect the health, safety, and welfare of the City's citizens and residents; and

WHEREAS, the City Council of the City of Neptune Beach, Florida determines that it is in the best interest of its residents, businesses and visitors to enact sufficient land use regulations and land use plans to ensure their health, safety and welfare; and

WHEREAS, the City of Neptune Beach, Florida previously enacted Chapter 27 Unified Land Development Regulations and Code of Ordinances, of the City of Neptune Beach and;

WHEREAS, the City has received feedback from residents and stakeholders that it should be a priority to preserve the unique character of Neptune Beach through this process; and

WHEREAS, development contrary to the desires of residents, stakeholders, and the City Council would undermine the planning efforts undertaken and create irreparable harm to the scheme of development sought within the City; and

WHEREAS, prior efforts inconsistent with such desires, including costly litigation, could have been mitigated had the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances contained provisions designed to clarify matters and protect the interests of the City and its residents; and

WHEREAS, the City Council previously adopted a new comprehensive plan; and

WHEREAS, the City Council subsequently undertook a process to analyze, revise, and refine the land development regulations contained in Chapter 27 of the City's Code to meet the goals set forth above and to ensure compliance with the comprehensive plan; and

WHEREAS, the City Council has hired the services of Dover, Kohl & Partners, an award-winning planning firm, to assist with the comprehensive plan and land development regulation revision process; and

WHEREAS, the information received from such efforts was used to develop proposed revisions to the City of Neptune Beach Unified Land Development Code and/or Code of Ordinances; and

WHEREAS, proper notice has been given of the public hearings of this proposed ordinance and of the public hearings in the City Council Chambers; and

WHEREAS, the public hearings were held pursuant to the published notice described at which hearings the parties in interest and all others had an opportunity to be and were, in fact, heard; and

WHEREAS, the City Council for the City of Neptune Beach, Florida finds and declares that this ordinance is in the best interest of the public health, safety and welfare of the citizens and residents of the City of Neptune Beach, Florida and that it advances a significant and important governmental interest; and

WHEREAS, in particular, the City Council of the City of Neptune Beach, Florida has determined that it is necessary and in the interest of the public welfare to amend the language contained in the attached “**EXHIBIT A**”.

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

SECTION 1. Chapter 27 Unified Land Development Regulations and the additional aforementioned chapters of the Code of Ordinances of the City of Neptune Beach is hereby revised as provided on “**EXHIBIT A**”.

SECTION 2. Severability. If any section, sentence, clause, phrase, or word of this Ordinance or “**EXHIBIT A**” is, for any reason, held or declared to be unconstitutional, inoperative or void, such holding or invalidity shall not affect the remaining portions of this Ordinance or “**EXHIBIT A**”, and it shall be construed to be the legislative intent to pass this Ordinance or “**EXHIBIT A**” without such unconstitutional, invalid or inoperative part therein.

SECTION 3. Repeal of Laws in Conflict. All local laws and ordinances in conflict with any provision of this Ordinance are hereby repealed to the extent of any conflict.

SECTION 4. Effective Date. This Ordinance shall become effective immediately upon its passage by the City Council.

VOTE RESULTS OF FIRST READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Passed on First Reading this ____ day of _____ 2023.

VOTE RESULTS OF SECOND AND FINAL READING:

Mayor Elaine Brown
Vice Mayor Kerry Chin
Councilor Josh Messinger
Councilor Lauren Key
Councilor Nia Livingston

Adopted on Second and Final Reading this ____ day of _____, 2023.

Elaine Brown, Mayor

ATTEST:

Catherine Ponson, CMC, City Clerk

Approved as to form and
correctness:

Zachary Roth, City Attorney

Article XIII

Sec. 27-541. - Payment in-lieu of providing off-street parking in the Central Business District.

In order to facilitate the improvement and redevelopment of properties in the Central Business District (CBD) in a manner that is consistent with the existing character of the neighborhood, the owner of a property may request a waiver for a portion or all of the required non-ADA off-street parking spaces through payment of a fee-in-lieu of providing required parking pursuant to section 27-540. Any required ADA spaces must still be provided on-site. Requests to use the payment-in-lieu of parking fee for alternative compliance with the off-street parking requirements shall be submitted to the community development department and may be reviewed by the Community Development Board and the Community Development Director, as applicable.

- (a) ***Fee calculation.*** The amount of the payment to the payment-in-lieu of parking program will allow the City of Neptune Beach to acquire land, finance, design, construct, and carry out maintenance and repairs to public parking facilities; and to perform other necessary and desirable actions to provide improvements to public off-street parking facilities, and to promote parking alternatives and nonvehicular transportation. The amount of the payment shall be a flat amount per space as established by resolution of the city council~~shall be determined by the average cost to the city for the construction of a parking space in a parking structure or parking area on a program wide basis which shall be determined by the director of finance in coordination with the public services director and the community development director. The average cost shall include actual costs and fees for land acquisition, design and planning, legal, engineering, actual construction, and permit review and inspection. Additionally, the fee shall be calculated and paid for all required parking spaces for the use to receive a reduction in the number of parking spaces required.~~
- (1) ***New construction and existing structures substantial improvements, payment in full required.*** For new construction and expansion, alteration or rehabilitation, or change of use of an existing structure that results in an increased parking requirement as determined in accordance with the Code~~substantial improvements to existing construction as defined in section 27-15,~~ the Payment in-Lieu of Parking fee shall be satisfied ~~by two (2) equal payments~~ as determined by the Community Development Department fee adopted by separate City Council resolution and updated from time to time. The first payment of 50% of the total fee shall be made to the Community Development Department prior to issuance of ~~a building permit for a principal building or structure on the lot. The second payment shall be made prior to the issuance of a building permit for construction of a principal building or structure on the lot or the first certificate of occupancy (whichever comes sooner).~~ New construction and substantial improvements to existing construction shall not be qualified to participate in a payment in lieu of parking fee agreement. The 50% balance amount due may be spread out into paid in equal monthly payments for up to two (2) years pursuant to the agreement requirements and payment plan detailed in subsections (b) and (c) below.
- (2) ~~***Existing structures.*** When expansion, alteration or rehabilitation, or change of use of an existing structure which does not meet the definition of a substantial improvement to~~

~~existing construction as defined in section 27-15 results in an increased parking requirement as determined in accordance with the Code, the in-lieu fee shall be satisfied by one of the following methods:~~

~~a. Two (2) equal payments as set by the Community Development Department fee schedule as adopted from time to time by resolution (certificate of use shall be substituted for certificate of occupancy for change of building use triggering an increase in parking requirements). Applicants who are required to contribute in lieu of one (1) parking space must pay in full prior to the issuance of a certificate of use or a certificate of occupancy (whichever comes sooner).~~

~~b. For applicants qualified to participate in an in-lieu of parking fee agreement, the amount due may be spread out into monthly payments for up to two (2) years pursuant the agreement requirements and payment plan detailed in subsections (b) and (c) below.~~

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- (b) ~~**In-lieu of parking fee agreement.** Existing structure applicants who are required to contribute in lieu of two (2) or more required parking spaces but will not pay the entire in-lieu fee due prior to issuance of the certificate of occupancy or certificate of use, must enter into an in-lieu of parking fee agreement with the city.~~ The executed agreement shall be recorded by the community development department prior to the issuance of the building permit or certificate of occupancy or certificate of use, as applicable. The obligations imposed by the agreement shall constitute a restrictive covenant upon a property, and shall bind successors, heirs and assigns in favor of the city. The restrictive covenant shall be released by the city only upon full payment of the in-lieu parking fees due. In-lieu of parking fee agreements shall only be made between the city and the owner(s) of the subject property.
- (c) **Fee collection for monthly payment plan.** The first fee payment for applicants entering into an in-lieu of parking fee agreement shall be paid to the Community Development Department prior to the issuance of a building permit for construction of a principal building or structure on the lot. If no building permit is needed, the first payment shall be due and paid to the Community Development Department at the time the certificate of use, or certificate of occupancy (if required) is issued. The remaining amounts shall be paid in no more than twenty-four (24) monthly payments due on the first day of the first ~~month, including month following the initial 50% payment, including plus~~ interest ~~calculated~~ in the amount of ~~five (5) prime rate~~ percent per annum, until the city has received payment in full of the remaining balance. The prime rate shall be determined at the time of execution of the parking fee agreement and shall be based on the rate established by the Wall Street Journal. If such rate is not available, the city may use such other source as it determines appropriate in its reasonable discretion.
- (d) **Administration.** The Community Development Department shall administer the collection of in-lieu funds. The finance department shall administer the collection of monthly fees for applicants entered in an in-lieu of parking fee agreement using information provided in writing by the Community Development Department. Additional payments and procedures for late payments and failure to pay penalties shall be established within the in-lieu of parking fee agreement.

- (e) ***Deposit of payment-in-lieu program funds.*** Funds generated through the in-lieu fee program shall be deposited in the payment-in-lieu of parking fund, which may consist of one or more city accounts specifically established to provide parking and related transportation improvements within the ~~payment-in-lieu-Central Business District, districts and adjacent priority parking districts. The Mobility Management Director and the Community Development Board shall maintain a map which identifies priority parking districts, areas which are strategically located to provide future parking that is within walking distance of the Central Business District.~~
- (f) ***Use of payment-in-lieu program funds.*** The fee collected in the payment-in-lieu fund shall be used to fund the following activities ~~in order to~~ support the ~~development, regulation, maintenance, and operation of facilities and programs for the benefit of parking and traffic in the Central Business District, provision of parking structures and facilities in commercial districts and for institutional uses:~~
- (1) Acquire, construct, or develop off-street and on-street parking and related facilities;
 - (2) Fund the capital costs associated with new, upgraded, or expanded off-street parking areas serving land uses within the priority parking districts.
 - (3) Acquisition of land for present and future mobility improvements or interim parking uses; or
 - ~~(4)~~ Reimburse capital costs or advances, or related financing costs, for spaces in existing facilities or to be constructed which are designated or set aside for the program.
 - ~~(5)~~ Perform necessary and desirable actions to provide safe, well-marked, accessible, and/or clean public off-street parking facilities.
 - ~~(6)~~ Promote nonvehicular transportation and transit.
 - ~~(7)~~ Promote parking alternatives, such as park and ride, or ride sharing.
 - ~~(4)(8)~~ Nothing herein shall be deemed to require the city to undertake the acquisition, construction, expansion, or development of any particular off-street parking facility.



**Special Meeting
Agenda Item # 6A
Variable Frequency Drive Panel**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Return and Waste Sludge Pumps Variable Frequency Drive Panel
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	September 25, 2023
BACKGROUND:	<p>The wastewater treatment process includes balancing the inventory of micro-organisms in the treatment plant; some are returned to the process (RAS) and some are removed (wasted, or WAS). Both RAS and WAS are pumped.</p> <p>Controlling RAS and WAS pumping rates to coincide with current plant conditions is critical. Pumping rates are controlled with variable frequency drives (VFDs). Currently, the WAS pump VFD is inoperable due to end of life. The RAS VFD is still functioning but is of the same era. If the RAS VFD were to fail, plant performance would be critically affected.</p> <p>Staff previously pre-purchased and later received a new RAS/WAS VFD panel in June. Since June staff has sought an electrical contractor for the installation. Staff identified Miller Electric Company through a City of Jacksonville piggyback contract, and City Attorney has reviewed and approves.</p> <p>Miller has provided a not to exceed quote of \$28,000. Staff has confirmed as of 9/25 that the price is still valid.</p>
BUDGET:	FY24 Sewer Services Capital Outlay 401-4335-60 indicates a combined \$4,671,602.
RECOMMENDATION:	Approve award of not to exceed \$28,000.00 to Miller Electric Company
ATTACHMENT:	<ul style="list-style-type: none"> Miller Electric Company quote



MILLER ELECTRIC COMPANY
Powering the Possibilities

PO Box 1799 (32201)
6805 Southpoint Parkway
Jacksonville, FL 32216
TOLL FREE: 800.554.4761
FAX: 904.389.8653
www.mecojax.com

9/5/2023

Brandi Taylor
2010 Forest Ave
Neptune Beach, FL 32266

RE: Owner Furnished RAS/WAS Panel Installation

Brandi,

Miller Electric Company is pleased to provide you with the following proposal for the above-referenced project. Please see our below-referenced qualifications and clarifications.

Scope of Work with Inclusions:

- Remove and dispose of existing RAS/WAS VFD Panel
- Remove and dispose of existing electrical equipment supporting RAS/WAS panel
- Relocate existing conduit
- Installation and wiring of owner-furnished RAS/WAS panel
- Connect existing line voltage wiring
- Furnish and Install (2) new NEMA4X 30A Non-Fused disconnects
- Connect new disconnects to RAS/WAS panel
- Installation and wiring of (2) owner-furnished Variable Frequency Drives
- Startup and testing
- This price is valid for 7 days from the date stated on this proposal.

Scope of Work Exclusions:

- Electrical permit
- Overtime
- Startup technician or scheduling
- Warranty or responsibility of any owner-furnished equipment

*Lead time for Stainless Steel disconnects is very long I am being told 50 weeks. If you are ok we can put a breaker in the lockable hinge cover SS Jbox and use it for disconnecting means if necessary.

NTE Cost\$28,000.00

Sincerely,
Miller Electric Company

Terry Long
Project Manager



**Special Meeting
Agenda Item # 6B
Request for Inclusion**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	FDEP Wastewater State Revolving Fund (SRF) – Request for Inclusion
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	September 25, 2023
BACKGROUND:	<p>The current FDEP wastewater collection system Consent Order requires a review of CONB utility financial health amongst other items. CONB’s consulting engineer has identified that debt financing will be required to complete various improvements to the wastewater system including another gravity sewer crossing of 3rd Street and an extension of the Florida Blvd force main to the wastewater treatment plant (construction budget \$2.6M).</p> <p>To be considered for financing a Request for Inclusion (RFI) must be submitted to FDEP. CONB previously submitted an RFI in October 2020 for sewer rehabilitation work, but it was later withdrawn.</p> <p>FDEP next meets in November 2023 to consider RFIs. If approved by CONB City Council, staff will work with our consulting engineers to update the RFI for submittal.</p>
BUDGET:	N/A
RECOMMENDATION:	Approve staff and consulting engineers to prepare and submit RFI
ATTACHMENT:	Request for Inclusion blank application



Florida Department of Environmental Protection

REQUEST FOR INCLUSION ON THE CLEAN WATER PRIORITY LIST

Clean Water State Revolving Fund Program
3900 Commonwealth Blvd., MS 3505, Tallahassee, FL 32399-3000

Process to receive a State Revolving Fund (SRF) Loan. This Request for Inclusion (RFI) form, Form RFI 1 per subsection 62-503.200(33), F.A.C., lets us know that you are interested in obtaining an SRF loan. Each RFI will be assigned a project engineer to assist you throughout the SRF funding process. The information contained in the RFI is used to determine a priority score for your project; and the priority score is used to rank projects on the SRF priority list. Only projects ranked on the fundable portion of the priority list will receive consideration for a loan. Your project engineer will assist you in understanding all program requirements necessary before you are asked to submit a loan application, Form Application 1 or Form Application 2 per paragraph 62-503.430(1)(a), F.A.C. Please note that costs incurred before the adoption of the project on the fundable or waiting portion of the priority list are ineligible for reimbursement.

Type of Loan Requested in this Application. Select only one loan category and project type.

Loan Category: Planning Design Inflow/Infiltration Rehabilitation Construction

Project Type: Design/Bid/Build Design/Build (D/B) Construction Manager at Risk (CMR)

Note: Procurement of professional services must meet the requirements of the Consultants' Competitive Negotiation Act, Section 287.055, F.S.

1. Applicant's Name and Address.

Project Sponsor: _____ Contact Person: _____ Title: _____

(street address) (city) (county) (state) (zip code)

(telephone) (ext.) (email address)

Contact Person Address (if different): _____
(street address) (city) (state) (zip code)

2. Name and Address of Applicant's Consultant (if any).

Firm: _____ Contact Person: _____ Title: _____

(street address) (city) (county) (state) (zip code)

(telephone) (ext.) (email address)

3. Certification by Authorized Representative.

I certify that this form and attachments have been completed by me or at my direction and that the information presented herein is, to the best of my knowledge, accurate.

(email address) (date)

(name, typed) (title)

(signature)



**Special Meeting
Agenda Item #6C 3rd
Street Redundant
Gravity Sewer**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Engineering Services for 3rd Street Redundant Gravity Sewer
SUBMITTED BY:	Deryle Calhoun, P.E. Public Works Director
DATE:	October 10, 2023
BACKGROUND:	<p>A second crossing of 3rd Street is needed for redundancy and increased capacity in the wastewater collection system.</p> <p>City Council previously approved geotechnical investigation of the proposed construction route.</p> <p>An engineering proposal was received from J. Collins Engineering Associates, LLC, which includes design, plan development and permitting services, with additional hourly rate allowances for support during bidding and construction as needed to support Public Works staff.</p> <p>J. Collins Engineering Associates, LLC has a current continuing services contract with City on Neptune Beach.</p>
BUDGET:	FY24 adopted budget indicates water and sewer Professional Services budget of \$659,000.00
RECOMMENDATION:	Award to J. Collins Engineering Associates, LLC in the amount of \$35,950.00.
ATTACHMENT:	<ul style="list-style-type: none"> • Proposal from J. Collins Engineering Associates, LLC • Continuing services contract with J. Collins Engineering Associates, LLC



J. COLLINS ENGINEERING ASSOCIATES, LLC

MANHOUR & REIMBURSEABLES BREAKDOWN

9/26/2023 rev 10/4/23

TASK 2 -City of Neptune Beach, FL - Gravity Sewer Piping- 3rd St & [REDACTED]

LABOR COSTS WORK BREAKDOWN Hourly Rate	Man Hours/Labor Rates					TOTAL
	PM \$175.00	PE \$170.00	Eng \$120.00	Senior Cad \$90.00	Tech/Clerical \$45.00	
Work Item I - Permitting/Evaluation/ Preliminary & Final Design						
1. Field Visits	2.0	6.0		0.0	1.0	\$1,415.00
2. Receive Survey & Geotechnical - Set up plans	0.0	1.0		2.0	1.0	\$395.00
3. Develop Layouts & Siting	0.5	4.0		14.0	1.0	\$2,072.50
4. Prepare 50% Design	3.0	21.0		48.0	0.5	\$8,437.50
5. City Meeting - Review	0.0	2.0		0.0	0.5	\$362.50
6. Final Design	2.0	16.0		16.0	0.0	\$4,510.00
7. City Meeting - Review	0.0	1.0		0.0	0.5	\$192.50
8. FDOT Permitting	2.0	15.0		10.0	1.0	\$3,845.00
9. FDOT MOT	4.0	30.0		20.0	1.0	\$7,645.00
10. FDEP Permitting	4.0	8.0		0.0	1.0	\$2,105.00
Summary WI #1	17.5	104		110	7.5	\$30,980.00
ESTIMATE OF REIMBURSABLE COSTS	Quantity		Unit	Price		\$30,980.00
Mileage	800		MI	0.55		\$440.00
Postage	1			50		\$50.00
Copying	1		LS	200		\$200.00
Plotting	50		SHTS	4		\$200.00
SUBTOTAL REIMBURSABLE COSTS						\$890.00
TOTAL LUMP SUM AMOUNT						\$31,870.00
Allowances by Hourly Rate (\$170/hr) If Requested/Approved by City						
Bidding Serv. - Doc Prep; Questions & Addendum		16.0				\$2,720.00
Construction Services - Misc Site Visits		8.0				\$1,360.00
Summary WI #2		24.0				\$4,080.00
TOTAL AMOUNT - LUMP SUM & ALLOWANCE						\$35,950

CONTINUING CONTRACT FOR PROFESSIONAL SERVICES

This Contract is made as of the 1st day of June, 2020 by and between the CITY OF NEPTUNE BEACH, a Florida municipal corporation, hereinafter referred to as the AGENCY, and J. COLLINS ENGINEERING ASSOCIATES, LLC, (JCEA) hereinafter referred to as the CONSULTANT.

In consideration of the mutual promises contained herein, the AGENCY and the CONSULTANT agree as follows:

ARTICLE 1 – NATURE OF THIS CONTRACT AND SERVICES TO BE PERFORMED

The CONSULTANT’s responsibility under this Contract is to provide professional services on a continuing basis as set forth on **Exhibit “A”**, which is attached hereto, and to perform and complete the work specifically set forth in each written directive from the AGENCY to the CONSULTANT directing the completion of a project pursuant to this Contract (hereinafter a “Task Order”).

The Work shall be performed on an as needed basis per project and by Task Order to this Contract. This Contract does not authorize the performance of any services by the CONSULTANT except those requested by the AGENCY as part of a Task Order.

The performance of the CONSULTANT’s services shall be under the general direction of an AGENCY representative to be identified in each Task Order, who shall act as the AGENCY’s representative under this Contract and each Task Order.

This Contract is a “Continuing Contract” pursuant to the “Consultants’ Competitive Negotiation Act”, Section 287.055, Florida Statutes, hereinafter referred to as the ACT. Pursuant to this Contract, the AGENCY may award projects to the CONSULTANT that are within the maximum dollar amounts for continuing contracts as provided in the ACT. Should the ACT be amended in the future to alter the maximum dollar amounts for continuing contracts, this Contract shall be deemed to be automatically likewise amended. Presently, the ACT allows projects to be awarded pursuant to a continuing contract where the construction costs for the project do not exceed \$2 million, and for study activity when the fee for such professional service does not exceed \$200,000.

ARTICLE 2 – PAYMENTS TO CONSULTANT

The AGENCY shall pay to the CONSULTANT for services satisfactorily performed, as follows:

- A. The CONSULTANT shall bill the AGENCY for its services at the rates set out in and pursuant to **Exhibit “B”**, which is attached hereto. The rates set out in and pursuant to **Exhibit “B”** may be amended by the governing board of the AGENCY and the CONSULTANT from time to time, provided that such amendment shall not be enforceable until and unless set out in a writing executed with the same formalities as this Contract. Notwithstanding, for any particular project and upon receiving prior written approval by

the governing board of the AGENCY, the CONSULTANT may bill the AGENCY at a different rate or by a different method.

- B. The CONSULTANT will bill the AGENCY on a monthly basis for services rendered toward the completion of the scope of work contained in various Task Orders. The amounts billed shall represent the approximate completion of services outlined in such scopes of work based upon a percentage.
- C. Invoices received from the CONSULTANT pursuant to this Contract will be reviewed and approved by the AGENCY prior to payment. Invoices must reference this Contract and the Task Order against which the CONSULTANT is billing.
- D. In order for both parties herein to close their books and records, the CONSULTANT will clearly state "final invoice" on the CONSULTANT's final/last billing to the AGENCY, indicating that all services have been performed and all charges and costs have been invoiced to the AGENCY and there is no further work to be performed on the specific Task Order.
- E. The payment of all invoices shall be subject to the "Local Government Prompt Payment Act", Part VII of Chapter 218, Florida Statutes.
- F. Except for issues arising from contract indemnification provisions, the AGENCY shall have the right to retain out of any payment due the CONSULTANT under this Contract an amount sufficient to satisfy any amount due and owing to the AGENCY by the CONSULTANT on any other contract or agreement between the CONSULTANT and the AGENCY. The AGENCY may withhold payment on any invoice in the event that the CONSULTANT is in default under any provision of this Contract or any other contract or agreement between the CONSULTANT and the AGENCY as of the time of processing the invoice or as of the time payment is made available on the invoice. This right to withhold shall continue until such time as the default has been cured, and, upon cure, the AGENCY shall have the right to retain an amount equal to the damages suffered as a result of the default.

ARTICLE 3 – SCHEDULE

The AGENCY and the CONSULTANT shall approve, in advance, the schedule for each Task Order, which will become a part of each Task Order. All testing and reports shall coincide with AGENCY requirements.

ARTICLE 4 – TRUTH-IN-NEGOTIATION CERTIFICATE

The signing of this Contract by the CONSULTANT shall act as the execution of a truth-in-negotiation certificate certifying that the wage rates and cost used to determine the compensation provided for in the Contract are accurate, complete and current as of the date of the Contract.

The said rates and costs shall be reduced to exclude any significant sums should the AGENCY determine that the rates and costs were increased due to inaccurate, incomplete or noncurrent wage rates or due to inaccurate representations of fees paid to outside consultants. The AGENCY may exercise its rights under this article within one (1) year following final payment.

ARTICLE 5 – TERM

The term of this Contract shall be from the date last executed by the parties and shall continue until and unless terminated by either party upon 30 days' prior written notice to the other party. This Contract may be terminated by either party with or without cause.

Unless the CONSULTANT is in breach of this Contract, the CONSULTANT shall be paid for services rendered to the AGENCY's satisfaction through the date of termination plus any reasonable and unavoidable costs incurred by CONSULTANT and imposed by third parties due to such termination, such as costs charged by third parties for cancelling orders for equipment, materials or services, but excluding attorney fees and fees charges by CONSULTANT. After receipt of a Termination Notice and except as otherwise directed by the AGENCY, CONSULTANT shall:

- A. Stop work on the date specified.
- B. Terminate and settle all orders and subcontracts relating to the performance of the terminated work.
- C. Transfer all work in process, completed work, and other material related to the terminated work to the AGENCY.
- D. Continue and complete all parts of the work that have not been terminated.

ARTICLE 6 – PERSONNEL

The CONSULTANT represents that it has, or will secure at its own expense, all necessary personnel required to perform the services under this Contract. Such personnel shall not be employees of or have any contractual relationship with the AGENCY.

All of the services required hereunder shall be performed by the CONSULTANT or under its supervision, and all personnel engaged in performing the services shall be fully qualified and, if required, authorized or permitted under state and local law to perform such services.

In providing services under this Agreement, the CONSULTANT agrees to provide such services in a manner consistent with the degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

ARTICLE 7 – SUBCONTRACTING

The AGENCY reserves the right to accept the use of a subcontractor or to reject the selection of a particular subcontractor and to inspect all facilities of any subcontractors in order to make a determination as to the capability of the subcontractor to perform properly the work described in this Contract. The CONSULTANT is encouraged to seek minority and women business enterprises for participation in subcontracting opportunities.

If a subcontractor fails to perform or make progress, as required by this Contract, and it is necessary to replace the subcontractor to complete the work in a timely fashion, the CONSULTANT shall promptly do so, subject to acceptance of the new subcontractor by the AGENCY.

ARTICLE 8 – FEDERAL AND STATE TAX

The AGENCY is exempt from payment of Florida State Sales and Use Taxes. The AGENCY will sign an exemption certificate submitted by the CONSULTANT for the use by the CONSULTANT in purchasing materials to be used exclusively for AGENCY projects. The CONSULTANT shall not otherwise be exempted from paying taxes to their suppliers for materials used to fulfill contractual obligations with the AGENCY, nor is the CONSULTANT otherwise authorized to use the AGENCY's Tax Exemption Number in securing such materials.

The CONSULTANT shall be responsible for payment of his/her own FICA and Social Security benefits with respect to this Contract and any other taxes incurred by CONSULTANT in performing the services under this Agreement.

ARTICLE 9 – AVAILABILITY OF FUNDS

The obligations of the AGENCY under this Contract are subject to the availability of funds lawfully appropriated for its purpose by the governing board of the AGENCY. The AGENCY shall promptly notify the CONSULTANT should funds become unavailable, and in that event the CONSULTANT shall be entitled to stop all work until funds become available.

ARTICLE 10 – INSURANCE

- A. The CONSULTANT shall not commence work under this Contract until it has obtained all insurance required under this paragraph and such insurance has been approved by the AGENCY.
- B. All insurance policies shall be issued by companies authorized to do business under the laws of the State of Florida. The CONSULTANT shall furnish Certificates of Insurance to the AGENCY prior to the commencement of operations. The Certificates shall clearly

indicate that the CONSULTANT has obtained insurance of the type, amount, and classification as required for strict compliance with this paragraph and that no material change or cancellation of the insurance shall be effective without thirty (30) days prior written notice to the AGENCY. Compliance with the foregoing requirements shall not relieve the CONSULTANT of its liability and obligations under this Contract.

- C. The CONSULTANT shall maintain during the term of the Contract, standard Professional Liability Insurance in the amount of \$1,000,000.00 per occurrence.
- D. The CONSULTANT shall maintain during the life of this Contract, Comprehensive General Liability Insurance in the amount of \$1,000,000.00 per occurrence, \$2,000,000.00 aggregate, to protect the CONSULTANT from claims for damages for bodily injury, including wrongful death, as well as from claims of property damages which may arise from any operations under this Contract, whether such operations be by the CONSULTANT or by anyone directly employed by or contracting with the CONSULTANT.
- E. The CONSULTANT shall maintain during the life of this Contract Comprehensive Automobile Liability Insurance in the amount of \$1,000,000.00 combined single limit for bodily injury and property damage liability to protect the CONSULTANT from claims for damages for bodily injury, including the ownership, use, or maintenance of owned and non-owned automobiles, including rented automobiles whether such operations be by the CONSULTANT or by anyone directly or indirectly employed by the CONSULTANT.
- F. The CONSULTANT shall maintain during the life of this Contract, adequate Worker's Compensation Insurance and Employer's Liability Insurance in at least such amounts as are required by the law for all of its employees as required by and pursuant to Florida Statute 440.02.
- G. All insurance other than Professional Liability and Workman's Compensation, to be maintained by the CONSULTANT shall specifically include the AGENCY as an "Additional Insured", for the vicarious liability resulting from the conduct of the CONSULTANT and others employed and/or utilized by the CONSULTANT in the performance of the services.
- H. All policies of insurance required by this Contract shall be underwritten by an insurer with a rating equal or superior to A.M. Best A- (Excellent). A certificate of insurance and a copy of the additional insured endorsement shall be issued to AGENCY documenting coverage (including all policy limits and special risk policy limits if less than the standard limits) and deductible amounts upon commencement and thereafter prior to expiration of any policy or upon change of coverage or insurer. Upon request of AGENCY, CONSULTANT shall promptly furnish copies of complete certified policies and endorsements, but in all cases no later than five (5) days after request. All policies shall be primary to any insurance

maintained by AGENCY and shall include a waiver of subrogation rights of the insurers against AGENCY

ARTICLE 11 – INDEMNIFICATION

The CONSULTANT shall indemnify and hold harmless the AGENCY, its agents, employees, elected officers and representatives from liabilities, damages, losses and costs, including, but not limited to, reasonable attorney fees, to the extent caused by the negligence, recklessness, or intentional wrongful misconduct of the CONSULTANT and persons employed or utilized by the CONSULTANT in the performance of this Contract. This article shall survive the termination of this Contract and shall continue in full force and effect so as the possibility of any liability, claim or loss exist; unless otherwise prohibited by law.

Notwithstanding anything else in this Contract to the contrary, nothing in this Contract shall be construed to waive or otherwise affect the protections of sovereign immunity and/or Section 768.28, Florida Statutes, otherwise enjoyed by the AGENCY.

ARTICLE 12 – SUCCESSORS AND ASSIGNS

This Contract shall be binding upon the parties and their respective partners, successors, executors, administrators and assigns. Neither party may assign, sublet, convey or transfer its interest in this Contract without the written consent of the other.

ARTICLE 13 – CONFLICT OF INTEREST

The CONSULTANT represents that it presently has no interest and shall acquire no interest, either direct or indirect, which would conflict in any manner with the performance of services required hereunder. The CONSULTANT further represents that no person having any such interest shall be employed for said performance.

The CONSULTANT shall promptly give written notice to the AGENCY of all potential conflicts of interest for any prospective business association, interest or other circumstance which may influence or appear to influence the CONSULTANT's judgment or quality of services being provided hereunder. Such written notice shall identify the prospective business association, interest or circumstance, the nature of work that the CONSULTANT may undertake and request an opinion of the AGENCY, whether such association, interest or circumstance constitutes a conflict of interest if entered into by the CONSULTANT.

If, in the opinion of the AGENCY, the prospective business association, interest or circumstance would not constitute a conflict of interest by the CONSULTANT, the CONSULTANT may enter into said association, interest or circumstance and it shall be deemed not in conflict of interest with respect to services provided to the AGENCY by the CONSULTANT under the terms of this Contract. The AGENCY agrees to give written notice to the CONSULTANT of its opinion within 30 days of receipt of notification by the CONSULTANT.

ARTICLE 14 – EXCUSABLE DELAYS

The CONSULTANT shall not be considered in default by reason of delay in performance if such delay arises out of causes reasonably beyond the CONSULTANT's control and without its fault or negligence. Such cases may include, but are not limited to: acts of God; the AGENCY's emissive and commissive failures; natural or public health emergencies; freight embargoes; and severe weather conditions.

If delay is caused by the failure of the CONSULTANT's subcontractor(s) to perform or make progress, and if such delay arises out of causes reasonably beyond the control of the CONSULTANT and its subcontractor(s) and is without the fault or negligence of either of them, the CONSULTANT shall not be deemed to be in fault.

Upon the CONSULTANT's request, the AGENCY shall consider the facts and extent of any delay in performing the work and, if the CONSULTANT's failure to perform was without its fault or negligence, the Contract Schedule and/or any other affected provision of this Contract shall be revised accordingly; subject to the AGENCY's right to change, terminate, or stop any or all of the Work at any time.

ARTICLE 15 – CONSULTANT NOT TO PLEDGE AGENCY'S CREDIT

The CONSULTANT shall not pledge the AGENCY's credit or make it a guarantor of payment of surety for any contract, debt, obligation, judgement, lien, or any form of indebtedness. The CONSULTANT further warrants and represents that it has no obligation or indebtedness that would impair its ability to fulfill the terms of this Contract.

ARTICLE 16 – DISCLOSURE AND OWNERSHIP OF DOCUMENTS

All tracings, plans, specifications, maps, computer files, permits, and/or reports prepared or obtained under this Contract, as well as all data collected, together with summaries and charts derived therefrom (hereinafter "the deliverables"), shall be considered works made for hire and shall be the property of the AGENCY and may be reproduced, used and reused at the discretion of the AGENCY. Neither party shall copyright any material and products or patent any invention developed under this Contract, except with the prior written agreement of the governing board of the AGENCY and the CONSULTANT and upon such terms as may be then negotiated between the parties. The AGENCY acknowledges that the deliverables provided by the CONSULTANT are intended by the CONSULTANT for use only as to the projects which are the subject of this Agreement and applicable Task Order and are not intended for reuse on extension of such projects or any other project. Use of the deliverables for any project other than the Task Order for which such deliverables were intended without the written consent of the CONSULTANT shall be at the sole risk of the user, without recourse to the CONSULTANT.

Where documents must be filed with other government agencies, the CONSULTANT will furnish copies to the AGENCY upon request. The AGENCY shall have the right to visit the CONSULTANT's work site for inspection of the work and the drawings of the CONSULTANT at any time.

The CONSULTANT shall deliver to the AGENCY for approval and acceptance, and before being eligible for final payment of any amounts due, all such documents and materials prepared by and for the AGENCY under the Contract.

Except as otherwise required pursuant to law, all written and oral information not in the public domain or not previously known, and all information and data obtained, developed, or supplied by the AGENCY or at its expense will be kept confidential by the CONSULTANT and will not be disclosed to any other party, directly or indirectly, without the AGENCY's prior written consent.

The provisions of this article shall survive the termination of this Contract.

ARTICLE 17 – INDEPENDENT CONTRACTOR RELATIONSHIP

The CONSULTANT is, and shall be, in the performance of all work services and activities under this Contract, an Independent Contractor, and not an employee, agent, or servant of the AGENCY. All persons engaged in any of the work or services performed pursuant to this Contract shall at times and in all places be subject to the CONSULTANT's sole direction, supervision, and control.

The CONSULTANT shall exercise control over the means and manner in which it and its employees perform the work, and in all respects the CONSULTANT's relationship and the relationship of its employees to the AGENCY shall be that of an Independent Contractor and not as employees and agents of the AGENCY. The CONSULTANT does not have the power or authority to bind the AGENCY in any promise, agreement or representation other than specifically provided for in this Agreement.

ARTICLE 18 – NO WARRANTY BY AGENCY

Approval by the AGENCY of any of the CONSULTANT's work, including but not limited to drawings, design specifications, written reports, or any work products of any nature whatsoever furnished hereunder, shall not in any way relieve the CONSULTANT of responsibility for the technical accuracy and adequacy of the work. Neither the AGENCY's review, approval or acceptance of, or payment for, any of the services furnished under this Contract shall be construed to operate as a waiver of any rights under this Contract or of any cause or action arising out of the performance of this Contract. The CONSULTANT shall be and remain liable in accordance with all applicable laws for all damages to the AGENCY caused by the negligent performance by the CONSULTANT or any of its subcontractors of any of the services furnished under this Contract. The CONSULTANT hereby warrants that all designs, drawings, plans and specifications, written works, or any work product are compliant with all applicable codes, laws, ordinances, standards, etc. in effect at the time the design is submitted for permit. The AGENCY has the right to rely upon all such professional representations and services provided under this Contract.

ARTICLE 19 – ACCESS AND AUDITS

The CONSULTANT shall maintain adequate records to justify all charges, expenses, and costs incurred in performing work under each Task Order for at least three (3) years after completion of this Contract. The AGENCY shall have access to such books, records, and documents as required in this section for the purpose of inspection or auditing during normal business hours, at the AGENCY's cost, upon five (5) days written notice.

ARTICLE 20 – COMPLIANCE WITH LAWS

The CONSULTANT and its employees shall promptly observe, comply with, and execute the provisions of any and all present and future federal, state, and local laws, rules, regulations, ordinances and codes which may pertain or apply to the professional services that may be rendered pursuant to this Contract, including but not limited to the following:

- A. All final plans, documents, reports, studies, permits and other data prepared by the CONSULTANT shall bear the design professional's seal/signature, in accordance with the applicable Florida Statute that governs and Administrative Rules promulgated by the Department of Business and Professional Regulation, in effect at that time.
- B. Chapter 337.162 Florida Statutes applies as follows:
 - 1. If the AGENCY has knowledge or reason to believe that any person has violated the provisions of state professional licensing laws or rules, it will submit a complaint about the violations to the Department of Business and Professional Regulation. The complaint shall be confidential.
 - 2. Any person who is employed by the AGENCY and who is licensed by the Department of Business and Professional Regulations and who, through the course of his employment, has knowledge to believe that any person has violated the provisions of state professional licensing laws or rules will submit a complaint about the violations to the Department of Business and Professional Regulation. Failure to submit a complaint about the violations may be grounds for disciplinary action pursuant to Chapter 455 and the state licensing law applicable to that licensee. The complaint shall be confidential.
 - 3. Any confidential information submitted to the Department of Business and Professional Regulation shall remain confidential pursuant to Chapter 455 and applicable state law.
- C. The CONSULTANT shall comply with all federal, state, and local laws and ordinances applicable to the work or payment for work thereof, and shall not discriminate on the grounds of race, color, disability, age, religion, gender, or national origin in the performance of work under this Contract.

- D. The CONSULTANT warrants that the Consultant has not employed or retained any company or person, other than a bona fide employee working solely for the CONSULTANT, to solicit or secure this Contract, and that it has not paid or agreed to pay any person, company, corporation, individual, or firm any fee, commission, percentage, gift or any other consideration, contingent upon or resulting from the award or making of this Contract. It is understood and agreed that the term “fee” shall also include brokerage fee, however denoted. For the breach or violation of this Paragraph, the AGENCY shall have the right to immediately terminate this Contract without liability, and, at its discretion, to deduct from the contract price, or otherwise recover, the full amount of such fee, commission, percentage, gift or consideration. No member of the AGENCY, and no other officer, employee, or agent of the AGENCY who exercise any functions or responsibilities in connection with the carrying out of the projects to which this Contract pertains shall have any personal interest, direct or indirect, in this Contract.
- E. The CONSULTANT shall allow public access to all documents, papers, letters, or other material subject to the provisions of Chapter 119, Florida Statutes, and made or received by the CONSULTANT, or its subcontractors, in conjunction with this Contract. Failure by the CONSULTANT to grant such public access shall be grounds for immediate unilateral cancellation of the Contract by the AGENCY.
- F. The CONSULTANT agrees that it shall make no statements, press releases, or publicity releases concerning this Contract or its subject matter or otherwise disclose or permit to be disclosed any of the data or other information obtained or furnished in compliance with this Contract, or particulars thereof, during the term of this Contract, without first notifying the AGENCY and securing its consent in writing.
- G. CONSULTANT covenants and agrees that it, its employees, and its subcontractors shall be bound by the standards of conduct provided in applicable Florida Statutes and applicable rules of the Department of Business and Professional Regulation as they relate to work performed under this Contract.
- H. The AGENCY will consider the employment by any CONSULTANT or sub-consultant of unauthorized aliens a violation of SECTION 274A(e) of the Immigration and Naturalization Act. Such violation will be cause for unilateral cancellation of this Contract by the AGENCY, if the CONSULTANT knowingly employs unauthorized aliens.

ARTICLE 21 – ENTIRETY OF CONTRACTUAL AGREEMENT

The AGENCY and the CONSULTANT agree that this Contract sets forth the entire agreement between the parties, and that there are no promises or understandings other than those stated herein. None of the provisions, terms and conditions contained in this Contract may be added to, modified, superseded or otherwise altered, except by written instrument executed by the parties hereto.

ARTICLE 22 – ENFORCEMENT COSTS

If any legal action or other proceeding is brought for the enforcement of this Contract, or because of an alleged dispute, breach, default or misrepresentation in connection with any provisions of this Contract, the successful or prevailing party or parties shall be entitled to recover reasonable attorney's fees, court costs and all reasonable expenses even if not taxable as court costs (including, without limitation, all such reasonable fees, costs and expenses incident to appeals), incurred in that action or proceedings, in addition to any other relief to which such party or parties may be entitled.

ARTICLE 23 – AUTHORITY TO PRACTICE ITS PROFESSION

The CONSULTANT hereby represents and warrants that it has all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state or federal law, in order for the CONSULTANT to render the professional services provided herein.

The CONSULTANT shall, during the life of this Contract, keep in full force, effect, and good standing all necessary licenses, registrations, certificates, permits, and any and all other authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render the professional services provided herein.

The CONSULTANT shall immediately give written notice to the AGENCY should any necessary licenses, registrations, certificates, permits, and any and all authorizations as are required by local, state, or federal law, in order for the CONSULTANT to render the professional services provided herein be suspended, revoked or otherwise impaired, temporarily or permanently, regardless of fault of the CONSULTANT.

The CONSULTANT shall also require all subcontractors to comply by contract with the provisions of this article.

ARTICLE 24 – SEVERABILITY

If any term or provision of this Contract, or the application thereof to any person or circumstances shall, to any extent, be held invalid or unenforceable, the remainder of this Contract, or the application of such items or provision, to persons or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected and every other term and provision of this Contract shall be deemed valid and enforceable to the extent permitted by law.

ARTICLE 25 – AMENDMENTS AND MODIFICATIONS

No Task Orders and/or modifications of this Contract shall be valid unless in writing and signed by each of the parties. All amendments and modifications shall be in the form of a change order or Task Order.

The AGENCY reserves the right to make changes in the Work, including alterations, reductions therein or additions thereto. Upon receipt by the CONSULTANT of the AGENCY's notification of a contemplated change, the CONSULTANT shall (1) if requested by the AGENCY, provide an estimate for the increase or decrease in cost due to the contemplated change, (2) notify the AGENCY of any estimated change in the completion date, and (3) advise the AGENCY in writing if the contemplated change shall effect the CONSULTANT's ability to meet the completion dates or schedules of this Contract.

If the AGENCY so instructs in writing, the CONSULTANT shall suspend work on that portion of the Work affected by contemplated change, pending the AGENCY's decision to proceed with the change.

If the AGENCY elects to make the change, the AGENCY shall issue a Task Order for changes to a task in progress or a contract change order if the original contract is to be changed or amended and the CONSULTANT shall not commence work on any such change until such written Task Order or change order has been issued and signed by each of the parties.

ARTICLE 26 – ENUMERATION OF CONTRACT DOCUMENTS

The Contract Documents, except for modifications issued after execution of this Contract will be enumerated in each Task Order.

ARTICLE 27 – APPLICABLE LAW, JURISDICTION, VENUE AND WAIVER OF JURY TRIAL

This Contract shall be governed by the laws of the State of Florida. The exclusive jurisdiction and venue for any arbitration, mediation and/or litigation concerning or related to this Contract shall be the County Court and the Circuit Court in and for Duval County, Florida. All controversies, claims, or disputes shall be decided by a judge, without a jury. The parties knowingly and voluntarily waive their right to a trial by jury for all such controversies, claims and disputes.

ARTICLE 28 – ARBITRATION

The AGENCY shall not be obligated to arbitrate or permit any arbitration binding on the AGENCY under any of the Contract Documents or in connection with the project in any manner whatsoever.

ARTICLE 29 – CONTRACT TO BE NON-EXCLUSIVE

This Contract is non-exclusive. The AGENCY shall have the right, but not the obligation, to use the CONSULTANT under the terms of this Contract for any particular project or part of a project. This Contract shall not be construed to require the AGENCY to (1) use the CONSULTANT for any particular project or type of project, (2) use the CONSULTANT on a regular basis, (3) use the CONSULTANT for any minimum number of tasks, or (4) pay the CONSULTANT any minimum compensation. The AGENCY may enter into other continuing contracts with and utilize other firms or professionals for the performance of services which are similar or identical to the services which might otherwise have been awarded to the CONSULTANT under this Contract. The AGENCY may, from time to time, issue separate requests for proposals and enter into separate contracts for the performance of services which are similar or identical to the services which might otherwise have been awarded to the CONSULTANT under this Contract. All such actions shall be subject to the sole discretion of the AGENCY.

ARTICLE 30 – NOTICE

All notices required in this Contract shall be sent by certified mail, return receipt requested, shall be effective three (3) days after depositing with the United States Postal Service, and if sent to the AGENCY shall be mailed to:

City of Neptune Beach
116 First Street
Neptune Beach, FL 32266

and if sent to the CONSULTANT shall be mailed to:

J Collins Engineering Associates, LLC (JCEA)
c/o John Collins
12412 San Jose Blvd., Suite 204
Jacksonville, Florida 32223

ARTICLE 31 – MISCELLANEOUS

The heading preceding the several articles and sections hereof are solely for convenience of reference and shall not constitute a part of this Contract or affect its meaning, construction or effect. The terms of this Contract are for the exclusive benefit of the parties to this Contract and shall not create any right or obligation in any person or entity not a signatory hereto.

ARTICLE 32 – COUNTERPARTS

This Contract may be signed in counterparts. A facsimile, electronic, or other copy shall be deemed an original signature for all purposes under this Contract.

EXECUTED by the AGENCY, CITY OF NEPTUNE BEACH 15th day of June, 2020.

CITY OF NEPTUNE BEACH

By: 
ELAINE BROWN, MAYOR

ATTEST: 
CATHERINE PONSON, CITY CLERK

EXECUTED by the CONSULTANT, J COLLINS ENGINEERING ASSOCIATES, LLC
this 9th day of March, 2020.

J COLLINS ENGINEERING ASSOCIATES, LLC

By: 
JOHN COLLINS, MANAGING MEMBER

EXHIBIT "A"

SCOPE OF SERVICES TO BE PERFORMED

EXHIBIT "A"

SCOPE OF SERVICES:

Under the continuing contract CONSULTANT shall provide the engineering services for projects undertaken by the City, including without limitation, municipal utilities, public works and similar projects, which may involve all or some of the following tasks:

1. Site planning, design and site permitting.
2. Design services with preliminary drawings and final design, technical specifications, bid documents, contract documents with opinion of probable construction cost.
3. Survey for site description and elevations.
4. Geotechnical services as necessary to design purposes.
5. Permitting preparation and submittal to all levels of Government jurisdictions.
6. Advertising and bidding service, providing to the City advertisement to bid, conduct pre-bid meeting, assist in bid service and award. Prepare contract documents for City and contractor execution.
7. Professional services during construction. Answer questions of contractor and/or City. Review shop drawings, change orders and pay request. Prepare and submit record drawings to City and other Government agencies.

EXHIBIT "B"

RATES

SCHEDULE A
2020 BILLABLE HOURLY RATES
FOR

J. COLLINS ENGINEERING ASSOCIATES, LLC

TITLES	<u>DIRECT LABOR HOURLY RATES</u>
PRINCIPLE PE	158
PROJECT MANAGER PE	158
SENIOR PROFESSIONAL ENGINEER	155
DESIGN ENGINEER -REGISTERED	150
SENIOR DESIGNER OR TECHNICAL STAFF	85
DESIGNER/DRAFTER	80
FIELD REPRESENTATIVE (Depends on Assignment)	100
CLERICAL	45

REIMBURABLES

- Copying - \$0.10/Copy or Actual cost if Outside Vendor
- Cad Plot - \$15/plot or Actual cost if Outside Vendor
- Cad Computer Charges - None
- Blueprints – Estimated at \$2/Each or Actual cost if Outside Vendor
- Mileage – 2020 IRS Rate
- Travel - Actual Cost – No Markup
- Subconsultant - Actual Cost - No Markup
- Subsistence - Actual Cost - No Markup

RATES EFFECTIVE THROUGH DECEMBER 31, 2020



**Special Meeting
Agenda Item #6D
FOP Contract**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Approval of Florida State Lodge, Fraternal Order of Police Agreement
SUBMITTED BY:	Jillian McCann, HR Coordinator
DATE:	10/16/2023
BACKGROUND:	<p>The City of Neptune Beach and the Florida State Lodge, Fraternal Order of Police, Inc. reopened their agreement. This year, the negotiations focused on employee wages and health insurance. As per the new agreement, the city will cover 100% of the dependent coverage of the base plan available to the employee. In case an employee goes for a higher plan, the City will pay 100% of the base plan rate, and the employee will be responsible for the remaining balance. Additionally, wages have increased by 3.5%, except for the first four steps in the career tracks and non-sworn officers.</p>
BUDGET:	
RECOMMENDATION:	Consider approval of the contract between the FOP and City of Neptune Beach
ATTACHMENT:	Contract agreement

Agreement

Between

THE FLORIDA STATE LODGE, FRATERNAL ORDER OF POLICE, INC



and

CITY OF NEPTUNE BEACH, FLORIDA



October 1, 2023 through September 30, 2025

TABLE OF CONTENTS

Preamble		3
Article I	Recognition	4
Article II	Representatives of Parties for Bargaining Purposes	4
Article III	Management Rights	4
Article IV	Existing Rules, Policies and Practices	7
Article V	Grievance Procedure	8
Article VI	Discipline and Discharge	10
Article VII	Recall Pay	11
Article VIII	Hours of Work and Overtime	11
Article IX	Uniform Allowance	13
Article X	Holidays	13
Article XI	Educational Tuition and Books	14
Article XII	Insurance	14
Article XIII	Dues Deduction	14
Article XIV	Personal Leave Plan	15
Article XV	Wages	17
Article XVI	Line of Duty Injury	17
Article XVII	Pension Benefits	18
Article XVIII	Drug Testing	18
Article XIX	Personnel Records	21
Article XX	Longevity	22
Article XXI	Severability and Waiver	22
Article XXII	Appendixes	23
Article XXIII	Contract Constitutes Entire Agreement of the Parties	23
Article XXIV	Union Representatives and Activities	24
Article XXV	Duration Modification and Termination	25
Appendix A		26
Appendix B		27
Appendix C		30
Career Tracks Points System		31
Compensation for Sworn Officers		32

PREAMBLE

This Agreement is entered into, effective as of October 1, 2023 between the City of Neptune Beach, Florida, hereinafter referred to as the "City," and the Florida State Lodge, Fraternal Order of Police, Inc., and its members within the Neptune Beach Police Department, hereinafter referred to as the "Union or FOP."

It is the intent and purpose of the Agreement to ensure sound and mutually beneficial working and economic relationships between the parties hereto, to provide an orderly and peaceful means of resolving misunderstandings or differences between the parties concerning rates of pay, wages, hours of employment, and other terms and conditions of employment.

There shall be no individual arrangements contrary to the terms herein provided.

It is understood that the City is engaged in furnishing essential public services which vitally affect health, safety, comfort and general well-being of the public and both parties hereto recognize the need for continuous and reliable service to the public.

**ARTICLE I
RECOGNITION**

The City recognizes the Florida State Lodge, Fraternal Order of Police, Inc., as the exclusive Bargaining Representative as defines in Chapter 447, Florida Statutes, for all employees in the Bargaining Unit defined by the Public Employees Relations Commission (PERC) in Certification number 1226, Case No. 98-053.

"Employee" or "employees" shall mean all full-time employees of the Police Department of the City employed by the City of Neptune Beach who are included in said certification order.

**ARTICLE II
REPRESENTATIVES OF PARTIES FOR BARGAINING PURPOSES**

SECTION 1:

During the term of this Agreement the City will deal only with the authorized representatives of the Union or FOP in all matters requiring mutual consent or other official action called for by this Agreement.

SECTION 2:

During the terms of this Agreement the Union or FOP and the employees covered hereunder shall deal only with the Chief Executive Officer of the City or his representative in matters requiring mutual consent or other official action.

**ARTICLE III
MANAGEMENT RIGHTS**

SECTION 1:

The Union or FOP recognizes that it is the function of the City management to determine and direct the policies, mode, and method of providing its services, without any interference in the management and conduct of the City's business by the Union or FOP or any of its representatives.

The City shall continue to exercise the exclusive right to take any action it deems necessary or appropriate in the management of its operation and the direction of its work force. The City expressly reserves all rights, powers, and authority customarily exercised by governmental management, including all inherent, statutory, and common law management rights and functions which the City has not expressly modified or delegated by express provisions of this Agreement. Nothing in this Agreement shall be construed to limit or impair the right of the City to exercise its own discretion in determining whom to employ, and nothing shall be interpreted as interfering in any way with the City's right to alter, re-arrange, change, extend, limit or curtail its operation, or any part thereof, unless specifically expressed in this Agreement. The exercise of the described management functions by the City shall not be contrary to the express provisions of this Collective Bargaining Agreement.

SECTION 2:

Without limiting the provisions of this section, but in order to clarify some of the more important unilateral rights retained by the City, the City shall have the following unilateral management rights which it may exercise in its sole discretion:

1. To determine the size and composition of the workforce, including the number or composition of employees assigned to any particular operation, shift or turn;
 - (a) To determine the number or type of equipment, vehicles, materials, and supplies to be used, operated or distributed;
 - (b) To hire, re-hire, promote, lay-off and recall employees;
 - (c) To reprimand, suspend, demote, discharge, or otherwise discipline employees for proper cause, consistent with the provisions of this Agreement;
 - (d) To maintain and improve the efficiency of the employees;
 - (e) To determine job content, titles and minimum qualifications for job classifications and the amount and type of work;
 - (f) To establish new jobs, abolish or change existing jobs, and to increase or decrease the number of jobs or employees;
 - (g) To determine the assignment of work, and to schedule the hours and days to be worked on each job and each shift;
 - (h) To require employees to work overtime;
 - (i) To assign or reassign shifts, create, abolish or alter shifts and rotate shifts. If shifts are to be rotated the Union or FOP will be given 30 day notice and allowed to discuss the concerns with the Chief;
 - (j) To establish and modify standards of fitness of employees to perform work;
 - (k) To establish, modify or abolish a procedure requiring employees to undergo physical agilities testing, including medical examinations and drug and alcohol screening. The City may, in its sole discretion, determine the extent of any physical examination or physical agilities test and the City will bear the cost of such examination or test;
 - (l) To contract and/or subcontract, discontinue or otherwise dispose of or transfer any or all work operation or services or part thereof performed by any employee of the police department;
 - (m) To make time studies of workloads, job assignments, methods of operation and efficiency from time to time and to make changes based on said studies;
 - (n) To institute, modify, or terminate any bonus, merit, reward, or work incentive plan;
 - (o) To make, maintain, change, enforce or rescind policies, procedures, rules of conduct, orders, practices, and other operational procedures, policies and guides not inconsistent with this Agreement, including the right to alter or vary existing or past practices as the City may determine to be necessary for the orderly and efficient operations, subject only to such restrictions

governing the exercise of these rights as are expressly and specifically provided in this Agreement;

- (p) To make or change rules, policies and practices, including those matters affecting the efficiency, safety and discipline, not in direct conflict with the provisions of this Agreement;
- (q) To introduce new, different or improved methods, means and processes of conducting any business of the City, transportation, maintenance, serve and operations;
- (r) To determine the qualifications for and select all employees of the City;
- (s) To determine the work to be performed during the employee's regular work day or shift and require that all work be performed in a safe, satisfactory and professional manner.

SECTION 3:

The City shall, in its sole discretion, schedule the work period, work week, duty periods, duty schedules and duty cycles of all employees in the bargaining unit. The City has the sole discretion to schedule and/or assign hours of work, either less or more than the normal duty period/schedule/cycle.

Any and all aspects of wages, hours, and working conditions, which are not specifically covered by this Agreement, may be initiated, instituted, continued, discontinued, or modified without notification of or consultation with the Union or FOP or members of the bargaining unit.

SECTION 4:

The City's failure to exercise any function or right hereby reserved to it, or its exercising any function or right in a particular way, shall not be deemed a waiver of its right to exercise such function or right, nor preclude the City from exercising the same in some other way not in conflict with the express provisions of this Agreement.

SECTION 5:

The City Union or FOP, 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.

SECTION 6:

If, in the sole discretion of the City Manager, it is determined that civil emergency conditions exist, including, but not limited to riots, civil disorders, hurricane 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.

SECTION 7:

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.

SECTION 8:

Delivery of the City's service in the most efficient, effective, and courteous manner is a paramount importance.

**ARTICLE IV
EXISTING RULES, POLICIES AND PRACTICES**

SECTION 1:

It is expected that the Police Department is continually developing policies, rules, and regulations governing employment. In the event of a conflict between said policy, rules and regulations and this Agreement, the terms of this Agreement shall control.

SECTION 2:

Nothing in this article shall be construed as a waiver of the Union or FOP's right to bargain over any rule change which has the practical effect of altering the terms and conditions of employment as established by this Agreement. In the event of such change, a request for bargaining shall be provided to the City within fifteen (15) working days of notification of the proposed rule change.

SECTION 3:

The City shall allow space within the confines of the Police Department Squad Room for a bulletin board for City and Union or FOP notices. The bulletin board shall not exceed 2' X 3' in size and the location within the squad room shall be approved by the Chief of Police.

SECTION 4:

Notification of any rule, policy or practice change shall be provided to the Union or FOP prior to its effective date by posting of said rule change on the bulletin board thirty (30) days prior to the effective date so the union can comment within two weeks, unless circumstances dictate the imposition of an immediate effective date for the rule change.

SECTION 5:

The Union or FOP recognizes the need for a probationary period for new employees. The purpose of the probationary period is to observe the new employee's work in order to secure the most effective adjustment of a new employee to the position and to reject any employee whose performance does not meet the required work standards.

Probation is defined as a period of 12 calendar months, in which the employee serves in an at-will status. This allows the agency to evaluate the employee and determine their overall ability to serve in the role they were hired to fulfill. During this period, newly hired employees do not have a property right to his or her employment and may be terminated without cause. This does not apply to promoted employees, as he or she will maintain a reversion right to the last position they held prior to promotion. Any probationary period may be extended by the order of the Chief of Police.

- a. Newly hired non-sworn civilian employees probationary period shall begin on the date of hire.
- b. Newly hired sworn officers probationary period shall begin on the date of hire. However, the twelve (12) month period shall begin on the date that he or she

successfully completes the Field Training Program and has begun to serve as a solo-officer. Thus, newly-hired sworn officer's probationary period can range from 14 – 18 months depending upon their experience and the length that they are in training.

If the newly hired probationary employee has been found to be unsatisfactory, the employee shall be dismissed by the Chief of Police at the time of such determination and shall not be eligible to use the grievance procedure outlines in this Agreement.

In the event an employee is promoted within the department, he shall serve a six (6) month probationary period. If such employee, who is serving a probationary period incurred because of a promotion, is determined to be unqualified in that position, the employee shall revert to the position and status held immediately prior to promotion.

ARTICLE V GRIEVANCE PROCEDURE

SECTION 1:

A grievance shall be defined as any difference, dispute, or complaint regarding the interpretation or application of the terms of this Agreement. Every effort shall be made to adjust controversies and disagreements in an amicable manner between the City and the Union or FOP. The aggrieved employee may be accompanied at any grievance procedure by a Union or FOP representative.

Exclusivity Clause: A non-dues-paying employee covered by this Bargaining agreement, may avail himself/herself of all pre-arbitration procedures under this Article. If a grievance is filed by anyone other than the FOP, the City shall notify the FOP in writing. The FOP shall be notified of any grievance meeting/hearing between the non-member and the City. Such non-dues paying bargaining unit employee shall be required to bear the full cost of preparing and presenting his/her own case. To the extent permitted by law, access to the arbitration process hereunder is limited to the FOP and no bargaining member (non-dues paying or dues paying), may proceed to arbitration without the authorization from the FOP.

A grievance not advanced to a higher step within the time limit provided shall be deemed withdrawn as having been settled on the basis of the decision most recently given. Failure on the part of the City's representative to answer within the time limit as set forth in any step will entitle the employee to proceed to the next step. For the purpose of calculating time limits, Saturdays, Sundays, holidays and the day on which the grievance, or a reply to a grievance, is received, shall not be counted.

SECTION 2:

Should any grievance arise, there shall be an earnest effort by the parties to settle such grievance promptly through the following steps:

Step 1:

The aggrieved employee shall orally present his grievance to his immediate supervisor within ten (10) working days of the occurrence of the alleged grievance. The supervisor shall obtain the

facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the grievance, meet with aggrieved employee. The supervisor shall notify the aggrieved employee of the decision, in writing, not later than ten (10) working days following the meeting.

Step 2:

If the grievance is unresolved in Step 1, then the employee shall submit the grievance, in writing, along with the response from the supervisor to the Chief of Police. This shall be done within ten (10) working days of the time the response was received in Step 1. The Chief of Police shall meet with the aggrieved employee within ten (10) working days after his receipt of the grievance. Within ten (10) working days following the meeting date, the Chief of Police shall notify the aggrieved employee of this decision, in writing.

Step 3:

If the grievance is unresolved in Step 2, then the employee shall submit the grievance, in writing, along with the response from the supervisor and the Chief of Police to the City Manager. This shall be done within ten (10) working days of the time the response was received in Step 2. The City Manager shall meet with the aggrieved employee within ten (10) working days after his receipt of the grievance. Within ten (10) working days following the meeting date, the City Manager shall notify the aggrieved employee of this decision, in writing.

Step 4:

In the event that the grievance is still unresolved, the grievance may be submitted to final and binding arbitration as provided in Step 5.

Step 5:

Within ten (10) working days of the date of the decision of the City Manager, the Union or FOP shall notify the City Manager of its intent to arbitrate. The City and the Union or FOP shall jointly request, from the Federal Mediation and Conciliation Service, a list of five (5) names of qualified arbitrators. Within ten (10) working days after receipt of such a list, representatives of the City and the Union or FOP shall meet, and each party shall strike two (2) names from the list in alternating fashion. The party striking first will be determined by the toss of a coin. Upon the selection, as promptly as can be arranged, the arbitration hearing shall be held. The decision of the arbitrator shall be final and binding on both parties, provided however, that the decision is not in violation of Florida's Arbitration Code.

SECTION 3:

The cost of the arbitrator shall be paid solely by the losing party. The parties shall be responsible for the costs of their own witnesses and the cost of any transcript requested by them. Copies of the decision of the arbitrator shall be furnished to the City, the Union or FOP, and the aggrieved employee within thirty (30) days from the date of the hearing.

SECTION 4:

The arbitrator shall have no power to alter, add to, or subtract from the terms of this Agreement.

All grievances must be handled exclusively as set forth in this procedure. Both the City and the Union or FOP agree that no issue, which may be the subject of a grievance under this Agreement, as defined above, may be addressed, challenged or presented to the Neptune Beach Civil Service Board.

Nothing in this Agreement shall be construed to prevent employees from discussing any questions or complaints with their supervisors or the Chief of Police. Employees of the City are encouraged to bring any questions, complaints, or other concerns to their supervisors in accordance with the Department's "open door policy." Any employee's informal discussion with his or her supervisor, sergeant, lieutenant or the Chief of Police, or any other person, shall not delay or postpone the time limits for filing a formal grievance under this procedure.

If the aggrieved employee requests Union representation, the grievant will notify the City, and the grievant will be responsible for notifying the Union or FOP of any meeting called for the resolution of such grievance.

Every effort will be made by the parties to settle all grievances as soon as possible. The time limits set forth shall be strictly complied with, and may be extended only by mutual agreement of the parties, in writing. The City is not required to consider, respond to, or act upon, any grievance which is not filed within the time set forth in this Article. A grievance shall be considered settled at any point when the employee fails to file the necessary written notice to invoke the next step of the grievance procedure.

SECTION 5:

Grievances involving or affecting more than one (1) member of the bargaining unit may be filed collectively by the Union or FOP.

ARTICLE VI DISCIPLINE AND DISCHARGE

SECTION 1:

No employee shall be demoted, suspended without pay, dismissed, or otherwise disciplined without just cause. Employees shall have the right to appeal demotions, suspensions, dismissals, or other disciplinary actions by utilizing the grievance procedures of this Agreement or any other administrative appeal mechanism available to them. Upon utilizing one of the available appeal mechanisms, the employee shall forfeit the right to use any other administrative appeal mechanism. The City shall furnish the employee to be disciplined demotion, suspension or dismissal, a written statement specifying in detail the reasons for the discipline at the time the notice of discipline is given to the employee.

SECTION 2:

The provisions of Chapter 112, Part VI, Florida Statutes (1998), known as the Law Enforcement Officer's Bill of Rights, are incorporated herein to the same extent as if set forth herein and are hereby made a part hereof and shall be complied with by the City in all disciplinary actions against police officers. Should Chapter 112, Part VI, be repealed during the life of this Agreement, its provisions will continue to be in effect as a contractual provision, unless a new statute covering these matters is enacted. In such event, the new statute shall apply.

SECTION 3:

Upon appeal of any discipline, other than discharge or suspension more than five (5) days, which result in an arbitration, the employee shall have the burden of providing, by a preponderance of the evidence, that the City committed an abuse of discretion in a decision, conclusion, or credibility resolution concerning the discipline. Upon appeal of any discharge or suspension more than five (5) days, which results in an arbitration, the City shall have the burden of providing, by a preponderance of the evidence that the employee engaged in the conduct charged. The burden of proof is on the Union for interpretation of the Contract.

SECTION 4:

In determining the level of discipline, the City will consider the severity of the offense, the number of offenses committed, the employee's performance record, prior discipline, prior commendations, and other mitigating or aggravating factors.

SECTION 5:

All employees shall have an opportunity to state their position concerning the alleged offense to the Chief of Police, or his designee, prior to imposition of any discipline which would result in loss of pay or discharge.

**ARTICLE VII
RECALL PAY**

SECTION 1:

Any employee who is recalled to duty, after having left for the day, or on a regularly scheduled day off, vacation day or compensatory day, or more than two (2) hours prior to the start of his regular scheduled tour of duty, shall be guaranteed a minimum of three (3) hours overtime pay.

For this Section, recall is defined as any duty, detail or response to a lawful order to be performed within or without the City for which the employee can be disciplined.

SECTION 2:

Any employee whose appearance is required in Traffic or Criminal Court, appearance in Civil Courts, pretrial conferences, filing affidavits, and depositions as a result of a matter arising out of the course of his employment shall receive a minimum of three (3) hours overtime pay if such attendance is during employee's off-duty time.

**ARTICLE VIII
HOURS OF WORK AND OVERTIME**

SECTION 1:

Nothing in this article shall be construed as a guarantee of hours of work per day or per week, or of days of work per week.

SECTION 2:

The work cycle shall be twenty-eight (28) days work period pursuant to the Fair Labor Standards Act 7(k) exemption and seven (7) days for un-sworn staff. It is understood, however, that the Neptune Beach Police Department is a twenty-four (24) hour, seven (7) days per week operation and that nothing in this Agreement shall be construed as prohibiting the rescheduling of manpower to change shifts, or to increase, decrease, initiate, restrict and cancel a shift to suit the needs and requirements of the department.

SECTION 3:

The determination of the daily and weekly work schedules, including starting, ending, lunch and break times of bargaining unit employees shall be established by the Chief of Police subject to approval by the City Manager.

SECTION 4:

Overtime: Any hours worked over 80 in a 14 day pay period shall be paid at time and one-half. Absences from work without pay shall not count as hours worked for the purposes of computing overtime. For computing overtime, approved leave for Workers' Comp/Injury in the line of duty will not be classified as unpaid leave. Compensatory time may be given in lieu of overtime pay. Compensatory time shall be earned at the same rate it would have been paid as overtime. Whether to give compensatory time in lieu of overtime pay, when the officer requests compensatory time, shall be at the discretion of the City. The maximum accrual of compensatory time is 150 hours.

SECTION 5:

On-Call: When an employee is assigned on-call duty, the employee must be available and fit to return for duty promptly. An employee assigned to on-call duty will receive one hour of straight time pay for every twenty-four (24) hours of on-call duty. In the event an employee assigned to on-call duty fails to respond to a call to work or reports unfit to work, he/she will forfeit the on-call pay and will be subject to disciplinary measures up to and including discharge.

SECTION 6:

When a Police Officer is designated the "Officer in Charge" by his supervisor, that Officer shall receive 5% pay increase per hour for those hours served as "Officer in Charge". This pay increase will be placed on the time sheet and approved by the supervisor.

SECTION 7:

Standby Compensation: Whenever an employee is placed on standby for 0-3 hours they will be compensated at the rate of 1 hour of straight pay per hour for the first 3 hours. Any hours in excess of 3 hours will be compensated at the rate of 0.25 hours of straight pay with a total maximum of 4 hours of compensation during a 24 hour period. In the event an employee is requested to report to duty, normal overtime rules apply.

ARTICLE IX

UNIFORM ALLOWANCE

SECTION 1:

The City agrees to provide, at no cost to the employee, uniforms and equipment necessary for the performance of the employee's duties. The City shall also provide for the cleaning of uniform shirts and trousers at no cost to the employee.

SECTION 2:

The unit representative may submit recommendations for any changes proposed by unit members about uniforms and equipment.

SECTION 3:

The City agrees to reimburse the employee for the reasonable value of any personal property, such as eyeglasses, sunglasses, wrist watch, dental plates, false teeth, or clothing, lost, destroyed or damaged in the course of his or her employment. False teeth shall be repaired or replaced if damaged or destroyed, but in no event will the City pay more than two hundred dollars (\$200.00). All other personal property shall be repaired or replaced at a cost to the City of up to, but not exceeding one hundred dollars (\$100.00). Any personal equipment which is kept in the employee's official vehicle and is used in the performance of the employee's duties shall be replaced or repaired by the City only if the use of such property was previously approved by the Chief of Police.

SECTION 4:

The City shall provide footwear for all uniformed employees at no cost to the employee and shall replace such footwear when the Chief of Police deems it to be unserviceable.

SECTION 5:

The City shall provide a clothing allowance for the assigned investigators of two hundred fifty dollars (\$250.00) per quarter to purchase and maintain clothing appropriate for their work.

ARTICLE X HOLIDAYS

SECTION 1:

The following days shall be designated as paid holidays for all unit members.

NEW YEAR'S DAY	January 1
MARTIN LUTHER KING, JR. DAY	3rd Monday in January
PRESIDENTS' DAY	3rd Monday in February
POLICE MEMORIAL DAY	May 15
MEMORIAL DAY	Last Monday in May
JUNETEENTH	June 19
INDEPENDENCE DAY-	July 4
LABOR DAY	1st Monday in September
VETERANS' DAY	November 11
THANKSGIVING DAY	4th Thursday in November
DAY AFTER THANKSGIVING	Day after Thanksgiving
CHRISTMAS EVE	December 24

Non-sworn employees shall receive a floating holiday in lieu of Police Memorial Day.

All employees shall receive a "floating holiday" to be used at their discretion. The holiday must be used only during the contract period and is not eligible for sell back.

SECTION 2:

Any employee within the bargaining unit who shall be required to perform work or to render service on any of the above listed holidays shall be compensated at one and one-half (1-1/2) times the employee's regular straight time hourly pay for any hours worked in addition to his/her straight pay for hours worked or the City may elect to schedule the employee to take the hours worked off at another date mutually agreed to by the employee and the City, at the same rates as overtime payment.

Whenever a holiday occurs on an employee's scheduled day off, the City shall schedule the employee to take a day off at another time mutually agreed to, or to compensate him/her at the straight hourly rate of pay to equalize the holiday listed above.

**ARTICLE XI
EDUCATIONAL TUITION AND BOOKS**

The City shall reimburse employees for the cost of tuition and books directly related to advanced educational courses by the employee. Said courses shall be job related or job enhancing as determined by the Chief of Police, and the student/employee must receive a final grade of a "C" or above in the course. Such reimbursement shall be made after the employee completes the course of study and presents documentation of the final grade. Such reimbursement shall be 100% for a grade of "A", 90% for a grade of "B", or 80% for a grade of "C". No reimbursement shall be made for incomplete courses. Reimbursement shall be made for Associate and Bachelor's Degrees only, as required for advancement under the Career Tracks Program and approved by the Chief of Police.

**ARTICLE XII
INSURANCE**

The City shall provide each unit employee with Life and Health insurance at no cost to the employee.

The City shall provide each unit employee with life insurance double the amount of annual salary.

The City shall pay 100% toward dependent coverage of the base plan available to the employee. Should an employee elect to obtain a higher plan, the City shall still pay 100% of the base plan rate with the employee being responsible for the balance.

**ARTICLE XIII
DUES DEDUCTION**

SECTION 1:

Any employee covered by this Agreement may authorize a payroll deduction or paying Union or FOP dues (Appendix A - City of Neptune Police Department Dues Deduction Authorization). Such authorization becomes effective only upon receipt by the City of a fully executed Dues Deduction Form from any employee.

SECTION 2:

This Article covers regular dues and uniform assessments. The City is not required to deduct fines, fees, penalties, or special assessments in accordance with 447.303, Florida Statutes.

SECTION 3:

The City shall not be monetarily liable to the Union or FOP because of any error in complying with this Article. In the event of additions or deletions it will be the Union or FOP's obligation to send the City a current list showing additions or deletions of the names of the employees currently authorizing dues deduction at least thirty (30) days in advance. All remittances are to be deemed correct unless the Union or FOP notifies the City within one week after receipt of same.

The City shall deduct thirty dollars (\$30) per employee that authorizes a deduction to cover state dues for Labor Council and legal defense once per month. The City will remit the amount collected directly to the Florida State Lodge Fraternal Order of Police, Inc., 242 Office Plaza, Tallahassee, Florida, 32301, monthly. The City shall remit once each month the remainder of the dues, less the amount paid directly to the Florida State Lodge Fraternal Order of Police, Inc., and minus \$12.18 service charge, directly to the Treasurer of the Fraternal Order of Police Lodge 17 by the fifteenth (15th) day of the following month. The City will also provide to the Florida State Lodge Fraternal Order of the Police, Inc. and to FOP Lodge 17 an itemized breakdown of the monies collected and paid, organized by employee, at least each month. Remittance is complete when placed in the U.S. Mail, postage prepaid. The City remittance will be deemed correct if the Union does not give written notice to the City within fifteen (15) calendar days of a remittance receipt of its belief with reasons stated therefore, that the remittance is correct.

SECTION 4:

In the event the City deducts from an employee's pay more than the authorization calls for, the employee must look to the Union or FOP and not the City for a refund or adjustment.

The Union or FOP will indemnify, defend, and hold harmless against any liability claims of any kind, suits, orders or judgments brought or issued against the City based on any payroll deductions as provided for in this Article.

**ARTICLE XIV
PERSONAL LEAVE PLAN**

SECTION 1:

Method of Earning and Accruing Personal Leave:

- (a) Employees shall accrue personal leave with pay for straight time hours worked in accordance with the following schedule:

<u>Years of Service</u>	<u>Hours Accrued Per Year</u>
0 months through 4 years	160

5 years through 9 years	184
10 years through 14 years	208
15 years through 19 years	232
20 years through 24 years	256
25 years or more	280

- (b) Employees shall earn leave time based on time worked and time on approved leave with pay.
- (c) Personal leave will be credited to the employee at the rate stated monthly. The leave shall be credited on the last day of the pay period.
- (d) The rate of accrual shall change to the higher rate on the anniversary date of employment.

SECTION 2:

Personal leave shall accrue to a maximum of six hundred forty (640) hours. Employees who have at least 120 hours accumulated may sell back to the City up to eighty (80) personal leave hours four (4) times per year, but only once every 3 months, for a maximum of 320 hours per year.

Employees, when eligible and authorized, may take personal leave for any reason they deem necessary. Personal leave may be taken only from accrued personal leave earned.

Request for personal leave must be submitted in writing at least two (2) weeks in advance for personal leave request of two (2) or more consecutive working/shift days. Request for personal leave of less than two (2) consecutive working/shift days must be submitted as soon as practicable. These advanced notice requirements may be waived by the Chief of Police. Requests for leave of any nature, as provided above, shall not be unreasonably denied.

The minimum amount of personal leave to be taken and charged shall be four (4) hours if another employee must be called into cover a remaining portion a shift. If no employee must be called in to cover the employee taking leave, then the minimum amount of leave that can be taken and charged is one (1) hour. Personal leave will be charged only against an employee's regular workday and shall not be charged for absence on prearranged overtime work, unscheduled call in overtime, or holidays.

SECTION 3:

An employee must notify the Police Department as early as possible, and no later than thirty (30) minutes before starting time, the first day the employee is unable to report to work because of illness. The employee will notify the Police Department of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where an employee is abusing personal leave taken for illness. (Example: when leave for illness is combined with regular days off more than three (3) times annually.)

Upon resignation or separation in good standing following the completion of at least seven (7) years of service, the employee shall be paid for unused accrued personal leave, up to a maximum of five hundred fifty (550) hours.

Upon resignation or separation of an employee in good standing with less than seven (7) years of service, the employee shall be paid for seventy-five percent (75%) of all unused personal leave on an hour for hour basis.

SECTION 4:

Employees may be granted four (4) hours off without loss of pay as funeral leave to attend the funeral of an employee of the City of Neptune Beach if so authorized by the City Manager.

At the time of a death of a member of the employee's immediate family, the employee may be granted up to five (5) days off without loss of pay as funeral leave, not otherwise chargeable.

**ARTICLE XV
WAGES**

All eligible full-time employees covered by this Agreement shall receive base wage increases as set forth in the salary schedule and career track listed in Appendix B and Appendix C of this Agreement for FY23 – FY25.

**ARTICLE XVI
LINE OF DUTY INJURY**

SECTION 1:

Any employee who sustains a temporary disability as the result of an illness or injury during and arising out of the employee's performance of his or her duties, shall, in addition to the benefit payable under Workers' Compensation, be entitled to the following benefits:

- (a) During the first twenty (20) days of such disability, the employee shall receive his or her full salary, less the amount of money paid under Workers' Compensation.
- (b) The City may, at its exclusive discretion, extend this benefit in increments of twenty (20) days, not to exceed a total of twenty-four weeks, except as noted below.

SECTION 2:

If the employee brings litigation or administrative action under provisions of the Workers' Compensation Act while receiving the above benefits, entitlement to the supplemental benefit shall terminate immediately.

SECTION 3:

The City may require the employee to be examined every (20) days by a medical doctor selected by the City to determine whether the employee should be continued on such leave or return to duty.

SECTION 4:

If an employee fails to return to work due to a disagreement between medical doctor(s) for the employee and the City, the City shall select a third, duly qualified medical doctor who shall resolve the medical disagreement. In resolving the disagreement between the employee's doctor and the

City's doctor, the decision of the third doctor shall be final and not subject to grievance. If such line of duty injury leave continues through the twenty-fourth week following the pay period in which the injury occurred, the supplemental pay shall be terminated. Upon termination of this benefit, the employee shall be entitled to those benefits prescribed by Workers' Compensation, the City pension plan, and the employee's accrued leave. Notwithstanding, the City may, at its exclusive discretion, extend the leave beyond the 24-week limit.

ARTICLE XVII PENSION BENEFITS

Pension benefits and contribution rates will remain status quo for the life of this agreement.

ARTICLE XVIII DRUG TESTING

SECTION 1: DRUGS TO BE TESTED FOR:

When drug and alcohol screening is required under the provisions of this section, a urinalysis test will be given to detect the presence of the following drug groups:

- A. Alcohol (ethyl)
- B. Amphetamines (e.g., speed)
- C. Barbiturates (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital)
- D. Cocaine
- E. Methaqualone (e.g., Quaalude)
- F. Opiates (e.g., Codeine, Heroin, Morphine, Mydromorphone, Hydrocodone)
- G. Phencyclidine (PCP)
- H. THC (Marijuana)

SECTION 2: EMPLOYEE TESTING: GENERAL STANDARDS

- A. The City may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief based on specific facts and reasonable inferences drawn from those facts that an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:
 - 1. A pattern of abnormal or erratic behavior consistent with drug or alcohol abuse;
 - 2. Information provided by a reliable and credible source;
 - 3. An unexplainable work-related accident;
 - 4. Direct observation of drug or alcohol use; or
 - 5. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

- B. Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation, including any statement or evidence provided by the employee in response to the allegation, shall be forwarded to the appropriate department head or designee. The department head or designee shall make the final determination as to whether "reasonable suspicion" exists.
- C. If a citizen reports having observed an employee using drugs or abusing alcohol, such observation without corroborating evidence, shall not be construed as "reasonable suspicion" unless the citizen provides a sworn, written statement of his observation to the appropriate supervisor.

SECTION 3: SUPERVISOR TRAINING

The City shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that gives rise to a reasonable suspicion of drug and alcohol use.

SECTION 4: PRIOR NOTICE OF TESTING

The City shall provide written notice of its drug and alcohol testing policy to all employees. The notice shall contain the following information:

- A. The need for drug and alcohol testing.
- B. The circumstances under which testing may be required.
- C. The procedures for confirming and initial positive drug test result.
- D. The consequences of a confirmed positive test result.
- E. The consequence of refusing to undergo a drug and alcohol test.
- F. The right to explain a positive test result and the appeal procedures available.
- G. The availability of drug abuse counseling and referral services.

SECTION 5: CONSENT

- A. Before a drug and alcohol test is administered employees will be asked to sign a consent form permitting the release of test results to his/her department head and/or the City Manager. This consent form shall provide space for employees to acknowledge that they have been notified of the City's drug testing policy and to indicate current or recent use of prescription or over-the-counter medication.
- B. The consent form shall also set forth the following information:
 - 1. The procedure for confirming an initial positive test result.
 - 2. The consequences of a confirmed positive test result.
 - 3. The right to explain a confirmed positive test result.

4. The consequences of refusing to undergo a drug and alcohol test.

SECTION 6: REFUSAL TO CONSENT

An employee who refuses to consent to a drug and alcohol test when reason suspicion of drug use has been identified is subject to disciplinary action up to and including termination. The reason for the refusal shall be considered in determining the appropriate disciplinary action.

SECTION 7: CONFIRMATION OF TEST RESULTS

- A. An employee whose drug test yields a positive result shall be given a second test using a chromatography/mass spectrometry (GS/MS) test. The second test shall use a portion of the same test sample withdrawn from the employees for use in the first test.
- B. If the second test confirms the positive test results, the employee shall be notified on the results in writing by the appropriate department head or designee. The letter of notification shall identify the substance found and its concentration level.
- C. An employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the same sample at a laboratory approved by the City pursuant to section 12 below.

SECTION 8: THE RIGHT TO A HEARING

- A. If an employee's positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. The employee must make a written request for a hearing to the appropriate department head or designee within 15 days of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them.
- B. No adverse personnel action may be taken against an employee based on a confirmed drug test result unless and until the City Manager finds by a preponderance of the evidence that:
 1. The employee's supervisor has reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job.
 2. The employee's drug test results are accurate.
- C. Within 20 days following the close of the hearing, a brief summary of the facts and evidence supporting that decision.

SECTION 9: MANDATORY EAP REFERRAL

Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the City may refer the employee to an Employee Assistance Program for assessment, counseling, and rehabilitation. Participation in an EAP may be mandatory, and disciplinary action (including termination) may be taken against an employee for failure to begin or complete an EAP

program. Disciplinary action based on a violation of the City's drug and alcohol policy is not automatically suspended by the employee's participation in an EAP and may be imposed when warranted.

SECTION 10: CONFIDENTIALITY OF TEST RESULTS

All information from an employee's drug and alcohol test is confidential and only the employee's department head and the City Manager are to be informed of test results. The results of a positive drug test shall not be released until the results are confirmed.

SECTION 11: PRIVACY IN DRUG TESTING

Urine samples shall be provided in a private restroom stall or similar enclosure so that the employees may not be viewed while providing the sample. Employees will be given hospital gowns to wear while they are providing samples to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of the test samples.

SECTION 12: LABORATORY TESTING REQUIREMENTS

All drug and alcohol testing of employees shall be conducted at medical facilities or laboratories selected by the City. To be considered as testing site, a medical facility or lab must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the City in selecting a testing facility shall include:

- A. Testing procedures which insure privacy to employees consistent with the prevention of tampering.
- B. Methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.
- C. Chain-of-custody procedures which ensure proper identification labeling, and handling test samples.
- D. Retention and storage procedures which ensure reliable result of confirmatory tests of original samples.

ARTICLE XIX PERSONNEL RECORDS

SECTION 1:

The City shall maintain an official personnel file for each employee of the City. Such files shall be centrally maintained.

SECTION 2:

- A. The only personnel records that may be used as a basis for official action are those which may appear in the official City personnel file.

1. Formal Counselings cannot be used against a member for progressive disciplinary purposes after one year from date of issuance.
2. Sustained Written Reprimands without suspension cannot be used against a member for progressive discipline purposes after three years from the date of case disposition.
3. Sustained Written Reprimands with suspension cannot be used against a member for progressive discipline purposes after five years from the date of a case disposition.

SECTION 3:

The rights of an employee to inspect any and all records of the City, as provided in Chapter 119, Florida Statutes, shall not be abridged.

SECTION 4:

Employees shall be permitted to submit a written rebuttal to any disciplinary action within five (5) calendar days after receipt of such action. Such a written rebuttal shall be in addition to any appeal rights provided under Article V, Grievance Procedure.

SECTION 5:

Employees shall be notified at the earliest practicable time following the request by a private citizen to review the official personnel file of the employee.

ARTICLE XX LONGEVITY

All full-time employees covered by this Agreement shall receive Twenty-five (\$25.00) dollars per month wage increase for each five (5) years of continuous service with the Neptune Beach Police Department up to thirty-five (35) years.

ARTICLE XXI SEVERABILITY AND WAIVER

SECTION 1:

In the event any article, section, portion, or clause of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to specific Article, Section, clause or other provision therein specified in the court's decision. Upon any such judicial determination, the City and the Union or FOP will promptly negotiate to reach an agreement upon a substitute for the provisions found to be invalid.

SECTION 2:

The exercise or non-exercise of the rights covered by this Agreement by the City or the Union or FOP shall not be deemed to waive any such right to exercise them in the future.

**ARTICLE XXII
APPENDIXES**

The Appendixes hereto attached will be considered part of the contract.

**ARTICLE XXIII
CONTRACT CONSTITUTES ENTIRE AGREEMENT OF THE PARTIES**

The parties acknowledge and agree that during the negotiations which resulted in this Agreement, each has had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter included by law within the area of collective bargaining and that all the understandings and agreements arrived at by the parties after the exercise of the right and opportunity are set forth in this Agreement.

Therefore, the City and Union or FOP, for the life of this Agreement, each voluntarily and unqualifiedly waived the right to require further collective bargaining, and each agree that the other shall not be obligated to bargain collectively with respect to any matter or subject not specifically referred to or covered by this Agreement, whether or not such matters have been discussed, even though such subject matters may not have been within the knowledge or contemplation of either or both parties at the time that they negotiated or signed this Agreement.

This Agreement contains the entire contract, understanding, undertaking, and agreement of collective bargaining for and during its term, except as may be otherwise specifically provided herein.

**ARTICLE XXIV
UNION REPRESENTATIVES AND ACTIVITIES**

SECTION 1:

The Union shall notify the Employer's Human Resources Department in writing of the names of all officers and representatives.

SECTION 2:

The Employer shall recognize Union representatives as authorized by the President of the Union as reflected on the submitted list per Section 1 of this Article. The Employer shall recognize up to a maximum of three (3) Union representatives from the certifying bargaining agent for the conducting of labor- management relations between the Employer and Union.

SECTION 3:

The Union president or representatives may use up to a maximum of a total combined one (1) hour during a working day for investigating written grievances which have been formally filed, provided the City Manager is first notified of the investigation, and provided further that such absence would not unduly hamper the operation where the President or representative is employed additional time may be granted with prior management approval.

SECTION 4:

There shall be no solicitation on City property during working time. Working time is defined as time either the employee soliciting, or the employee being solicited is scheduled to work.

SECTION 5:

A mutually agreed upon amount of leave shall be approved by the City Manager and Union President to be used for conferences, seminars training, etc. for use by FOP Officers.

**ARTICLE XXV
DURATION MODIFICATION AND TERMINATION**

The Agreement shall be effective on October 1, 2023, and shall continue in full force and effect until September 30, 2025.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective employees and representatives hereunto duly authorized, this ____ day of _____, 2023.

THE FLORIDA STATE LODGE
FRATERNAL ORDER OF POLICE, INC.

CITY OF NEPTUNE BEACH

By: _____
Juanita J.J. Dixon, Staff Representative

By: _____
Joseph Dzamko, President

By: _____
Richard J. Pike, City Manager

Approved this ____ day of _____, 2023.

By: _____
Elaine Brown, Mayor

Attest: _____
Catherine Ponson, City Clerk

(CITY SEAL)

APPENDIX A

**CITY OF NEPTUNE BEACH
POLICE DEPARTMENT**

DUES DEDUCTION AUTHORIZATION

TO: Finance Director

The undersigned hereby authorizes the City to deduct \$_____per pay period from my salary from the City of Neptune Beach and pay the same to the FLORIDA STATE LODGE FRATERNAL ORDER OF POLICE, INC., until further notice by me. All previous authorizations are hereby revoked.

My Social Security No. is: _____

Signature of Employee

Name of Employee (Print or Type)

EFFECTIVE DATE: _____

APPENDIX B

BASIC RECRUIT - Hired upon the start or successful completion of the Recruit Academy. An Officer remains in this category and cannot advance within Career Tracks until six (6) months of service is completed from the date of hire.

PUBLIC SAFETY OFFICER I

Public Safety Officer I. is maintained until 700 points are accumulated, FTO is successfully completed and three (3) years service is completed. When points and criteria have been attained, along with competent or above competent evaluations, the officer moves to Public Safety Officer II.

The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree - Officer must complete certification as a radar operator and attain 200 points.

Second Degree - Officer must complete a 40-hour training course approved by the Chief of Police and attain 400 points.

Third Degree - Officer must complete a 40-hour training course approved by the Chief of Police and attain 600 points.

PUBLIC SAFETY OFFICER II

At this level the officer receives training in investigation and arrest plus training in the officer's choice of specialized instruction that will assist the agency (Crime Prevention Specialist, School Resource Officer, etc.) The officer also begins working on an associate degree. When 1500 points have been attained along with the required training (This includes all those points acquired as a Public Safety Officer I), competent or above evaluations and completion of ten (10) years of service, the officer may move to Public Safety Officer III.

The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree - Officer must complete a 40-hour training course approved by the Chief of Police and attain 700 points.

Second Degree - Officer must complete an advanced 40-hour training course approved by the Chief of Police and attain 800 points.

Third Degree - Officer must complete an advanced 40-hour training course approved by the Chief of Police and attain 900 points.

Fourth Degree - Officer must complete an advanced 40-hour training course approved by the Chief of Police and attain 1000 points.

Fifth Degree - Officer must complete an advanced 40-hour training course approved by the Chief of Police and attain 1100 points.

Sixth Degree - Officer must complete Case Preparation and Court Presentation (40 hours) or Criminal Law (40 hours) and attain 1200 points.

Seventh Degree - Officer must complete Crime Scene Procedures (40 hours) or Interviews and Interrogations (40 hours) and attain 1300 points.

PUBLIC SAFETY OFFICER III

At this level the officer will be able to conduct follow-up investigations and continues working towards an associate degree. In addition, they begin to develop specialized skills in such area as drug enforcement, evidence gathering, and crime prevention. To advance to Public Safety Agent I, 2100 points are needed along with the required training, competent or above competent evaluations, six (6) years of service and an associate degree or 60 semester hours of approved college credits. The officer will also have to demonstrate competency in investigations by presenting his three (3) most recent, proficient investigations to a panel of Supervisors.

The mandatory training and cumulative points to be earned for advancement through the Degrees of the Grade are:

First Degree - Advanced Report Writing and Review (40 hours) or its equivalent successor course and attain 1500 points.

Second Degree - Narcotics Identification and Investigation (40 hours) and attain 1700 points.

Third Degree - Sex Crimes Investigation (40 hours) and attain 1900 points.

Fourth Degree - Human and Community Relations (40 hours) and attain 2100 points.

PUBLIC SAFETY AGENT I

Agents begin to learn leadership styles and work towards completing a bachelor's degree. They will conduct investigations into felony crimes. They may serve as first line supervisor and field training officer. To advance to Public Safety Agent II, the Public Safety Agent I shall have seven (7) years of service, must attain 3200 points along with the required training, shall be working towards a bachelor's degree from an educational institution that is acceptable to the Chief of Police, and have competent or above competent evaluations.

The required training at this level is: Line Supervision

PUBLIC SAFETY AGENT II

At this level the agent will become proficient in the areas of service, operations and administration. The mandatory training and education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree – Ninety (90) Semester credit hours that apply towards a bachelor's degree in job related or job enhancing courses as determined by the Chief of Police. The courses shall be from an institution of higher education that is acceptable to the Chief of Police. The required training is:

Instructor Techniques

Second Degree- Graduation with a bachelor's degree from an institution of higher education that is acceptable to the Chief of Police along with training in the following:

Middle Management (40 hrs.)

SUPERVISORY GRADES AND DEGREES

Note: Current Standard Operating Procedure requires an Associate Degree or 60 credit hours toward a BA/BS Degree to be eligible for promotion.

PUBLIC SAFETY MASTER/SERGEANT I

At this level the Sergeant is a seasoned supervisor. The supervisor will learn additional leadership styles and be working towards completing a bachelor's degree. The person in this position is expected to maintain competent or above competent evaluations along with a high level of proficiency in supervision and law enforcement operations.

The mandatory training and cumulative points to be earned for advancement through the Degrees of this Grade are:

First Degree - Middle Management or an advanced 40-hour training course approved by the Chief of Police and attain 2200 points.

Second Degree - Executive Development or an advanced 40-hour training course approved by the Chief of Police and attain 2400 points.

Third Degree - Building and Maintaining a Sound Behavioral Climate or an advanced 40-hour training course approved by the Chief of Police and attain 2600 points.

PUBLIC SAFETY MASTER/SERGEANT II

At this level the supervisor will complete his/her Bachelor's degree.

The mandatory education credit hours to be earned for advancement through the Degrees of this Grade are:

First Degree - Ninety (90) Semester credit hours that apply towards a Bachelor's degree in job related enhancing courses as determined by the Chief of Police. The courses shall be from an institution of higher education that is acceptable to the Chief of Police.

Second Degree - Graduation with a Bachelor's degree from an institution of higher education that is acceptable to the Chief of Police.

APPENDIX C

NOTES:

1. All officers will be compensated in accordance with the Career Tracks program contained in this Agreement. No officer is entitled to a pay increase more than what the Compensation Schedule indicates. If officers in a class are presently receiving more than the Compensation Schedule indicates for their present level, their salary will not be reduced, however, they will not be eligible for an increase in salary within the career tracks system until they progress to a Degree in the Career Tracks Program that pays a higher salary.
2. Sworn personnel will be able to advance one (1) step, if available, within the career tracks system provided the criteria for the advancement has been met.
3. In the event an educational class specifically listed is not readily available for an officer to use for advancement, a class may be substituted if pre-approved by the Chief of Police before the class is taken. The approval for a substitution class will not be unreasonably denied.
4. Field Training Officers (FTO's), and Communication Training Officers (CTO's), will receive three (3) hours of overtime pay for each work day they are training employees who are entered into their respective training programs.
5. Night Shift Differential: When an employee who is assigned to work between the hours of 1900 – 0600, and works 6 or more hours during that time period, they shall be compensated at a rate of 1.75%.

NON-SWORN PERSONNEL

Non-sworn personnel will receive no merit raise increase for year 2023 OR 2024, and the merit raise will be rediscussed for year 2025.

CAREER TRACKS POINT SYSTEM

CRITERIA	POINTS
Basic Recruit School	400 points
Approved in-service training	1 point per hour
College semester hour	15 points per hour
College quarter hour	10 points per hour
Firearms qualification	
PASS	6 points
FAIL	0 points
In-house training/meetings	5 points per meeting
Performance evaluations:	
Below competent performance evaluation	0 points
Competent evaluation	25 points
Above competent evaluation	40 points
Job related physical ability test events Successfully completed	2 points per event
Successful completion of the FDLE physical ability test	10 points
Completion of Fire Fighter certification	30 points
Seniority	35 points per year to Beginning of program

COMPENSATION FOR SWORN OFFICERS

Non-Supervisory Personnel

		FY 2023	FY 2024	FY 2025
		9%	3.5%	Reopener
Rank	Degrees	Salary	Salary	Salary
Basic Recruit (0-6 months) Service		\$48,183.00	\$55,821.77	Reopener
PSO I	Minimum Service to enter PSO I is six (6) months.			
	1st	\$51,614.00	\$56,865.77	Reopener
	2nd	\$53,677.00	\$57,909.77	Reopener
	3 rd	\$55,821.00	\$58,983.77	Reopener
PSO II	Minimum Service to enter PSO II is Three (3) years.			
	1st	\$57,972.00	\$60,000.75	Reopener
	2nd	\$60,117.00	\$62,221.32	Reopener
	3rd	\$62,265.00	\$64,445.38	Reopener
	4th	\$64,416.00	\$66,670.60	Reopener
	5th	\$66,561.00	\$68,891.17	Reopener
	6th	\$68,707.00	\$71,112.90	Reopener
	7th	\$70,857.00	\$73,336.96	Reopener
PSO III	Minimum Service to enter PSO III is Ten (10) years.			
	1st	\$73,003.00	\$75,558.69	Reopener
	2nd	\$75,149.00	\$77,779.26	Reopener
	3rd	\$77,256.00	\$79,960.33	Reopener
	4th	\$81,828.00	\$84,693.13	Reopener
PSA I	Minimum Service to enter is Six (6) years.			
	*	\$84,280.00	\$87,229.77	Reopener
PSA II	Minimum Service to enter is Seven (7) years.			
	1st	\$87,112.00	\$90,161.48	Reopener
	2nd	\$89,236.00	\$92,359.97	Reopener

*1st four steps not subject to 3.5%

Supervisory Personnel

		FY 2023	FY 2024	FY 2025
		9%	3.5%	Reopener
Rank	Degrees	Salary	Salary	Salary
PSM/S I	1st	\$92,297.00	\$95,527.57	Reopener
	2nd	\$95,069.00	\$98,396.53	Reopener
	3rd	\$97,919.00	\$101,346.84	Reopener
PSM/S II	1st	\$100,854.00	\$104,385.45	Reopener
(BA/BS Degree Required)	2nd	\$103,843.00	\$107,478.68	Reopener
Beginning/New Hire Compensation for Non-Sworn Positions				
Records Clerk/Dispatch/Services Officer:		\$55,000.00	\$55,000.00	Reopener

Non-Sworn not subject to 2024 3.5% COLA



**Special Meeting
Agenda Item #6E
Local 630 Agreement**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Approval of the Liuna Local630 Agreement
SUBMITTED BY:	Jillian McCann, HR Coordinator
DATE:	10/16/2023
BACKGROUND:	<p>The City of Neptune Beach and the Liuna Local 630 reopened their agreement, covering various aspects such as employee leave plans, working hours, wages, and health insurance. According to the agreement, employees who work more than 8 hours a day will be paid overtime at one and a half times their regular pay rate. The new agreement implemented standby pay for those on call. The agreement also establishes ten-hour workdays in the Wastewater plant. Furthermore, employees can accrue up to 40 hours of comp time per quarter and receive standby pay.</p> <p>The city has also agreed to provide all employees with a cost-of-living increase of 3.5%. Additionally, the city will cover 100% of the dependent coverage of the base plan available to the employee. If an employee goes for a higher plan, the city will pay 100% of the base plan rate, and the employee will be responsible for the remaining balance.</p>
BUDGET:	
RECOMMENDATION:	Consideration of the Approval of the agreement between the Local 630 and the City of Neptune Beach
ATTACHMENT:	Contract Agreement

Agreement

Between

NORTHEAST FLORIDA PUBLIC EMPLOYEE'S
LOCAL 630

Laborers' International Union of North America



and

CITY OF NEPTUNE BEACH, FLORIDA

October 1, 2023, through September 30, 2026

TABLE OF CONTENTS

AGREEMENT		1
Article 1	Union Recognition	2
Article 2	Union Security and Check Off	3
Article 3	Management Security	4
Article 4	Management Rights	6
Article 5	Special Meetings	7
Article 6	Union Stewards and Union Representatives	8
Article 7	Union Activity	10
Article 8	Grievance Procedure	12
Article 9	Discharge and Discipline	16
Article 10	Personal Leave Plan	17
Article 11	Leave of Absences	20
Article 12	Holidays	23
Article 13	Hours of Work and Overtime Payment	25
Article 14	Wages	28
Article 15	Injury in the Line of Duty	31
Article 16	Employee Benefits	32
Article 17	Safety and Health	34
Article 18	Bulletin Boards	36
Article 19	Reserved	37
Article 20	Military Leave	38
Article 21	Severability	39
Article 22	Savings Clause	40
Article 23	Time Clocks	41
Article 24	Seniority	42
Article 25	Job Qualifications and Promotions	43
Article 26	Reserved	44
Article 27	Work Policies	45
	Drug Testing	45
	Training and Education	51
Article 28	Entire Agreement	52
	Appendix A – Pay Plan March 1, 2023.	53
	Appendix B – Health Care Premiums March 1, 2023.	54
	Signature Page	55

AGREEMENT

This Agreement is entered into as of October 1, 2020, between the City of Neptune Beach, hereinafter referred to as the Public Employer, and the Northeast Florida Public Employees' Local 630, Laborers' International Union of North America hereinafter referred to as the Union. It is the intent and purpose of this Agreement to assure a sound and mutually beneficial working and economic relationship between the parties hereto, to provide an orderly and peaceful means of resolving any misunderstandings or differences which may arise, and to set forth herein basic and full Agreement between the parties concerning the rates of pay, wages, hours of employment, and other terms and conditions of employment. There are no and shall be no individual arrangements contrary to the terms herein provided. Either party hereto shall be entitled to require specific performance of the provisions of this agreement. It is understood that the City of Neptune Beach is engaged in furnishing essential public services which vitally affect the health, safety, comfort, and general well being of the public; and both parties hereto recognize the need for continuous and reliable service to the public.

ARTICLE 1 - UNION RECOGNITION

1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447, Florida Statutes, the Employer recognizes the Union as the exclusive collective bargaining representative for those employees (all references to employees in the male gender of this Agreement are used for convenience only, and should be interpreted to include both males and females) in the defined bargaining units commonly known as Blue Collar, White Collar, and Supervisory units (See attached Appendix A, for the purpose of bargaining collectively in the determination of the wages, hours, and terms and conditions of employment of the public employees within the bargaining unit unless and until recognition of such bargaining representative is withdrawn by a vote of the majority of the employees represented. Employees shall mean all classified employees who are employed by the City of Neptune Beach and whose classifications appear on the attached Appendix A. Specifically excluded are Department Heads, Division Chiefs, Agency Heads, Managerial and Confidential employees within the meaning of Section 447.203 (4) & (5), Florida Statutes, and all other employees of the City of Neptune Beach and its other Agencies not specifically included in Appendix A.

1.2 It is further understood and agreed that the Business Manager of Local 630, Laborers' International Union of North America, or his alternate, will be the official spokesman for said Union in any matter between the Union and the Public Employer. Any alternate designated by the Business Manager shall be designated in writing, and the period of time covered by such designation shall be included in such written designation.

ARTICLE 2 - UNION SECURITY AND CHECK OFF

2.1 Upon receipt of a written authorization from an employee covered by this Agreement, the Public Employer will deduct from the employee's pay the amount owed to the Union by such employee for dues and uniform assessments. It is understood that this provision will provide for twenty-six (26) deductions per year. The Public Employer will remit to the Union such sums within thirty (30) days. Changes in the Union membership dues rate will be certified to the Public Employer in writing over the signature of the authorized officer or officers of the Union, and shall be done at least thirty (30) days in advance of the effective date of such change. It is understood and agreed that the Public Employer will assess a charge, no higher than that being charged for other deductions (insurance, credit union, etc.), per deduction per payroll. The Public Employer's remittance will be deemed correct if the Union does not give written notice to the Public Employer within two (2) calendar weeks after a remittance is received, of its belief, with reason(s) stated therefore, that the remittance is incorrect.

2.2 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any check off of union dues.

2.3 An employee may revoke his authorization for deduction of dues or uniform assessments, provided the employee gives thirty (30) calendar days' notice to the Union and the Public Employer by certified mail. Dues revocation will be made through the Union.

2.4 No deduction shall be made from the pay of any employee for any payroll period in which the employee's net earnings for that payroll period are less than the amount of dues to be checked off. Net earnings shall mean net after required deductions of federal taxes, social security, pension, credit union, health and life insurance. Any dues not deducted shall be deducted the following pay period.

2.5 In accordance with Chapter 447, Florida Statutes, public employees shall have the right to form, join and participate in or refrain from forming, joining or participating in an employee organization of their own choosing. They shall have the right to be represented by an employee organization of their choosing, and to negotiate collectively through a certified bargaining agent with the Public Employer in the determination of the terms and conditions of their employment.

ARTICLE 3 – MANAGEMENT SECURITY

3.1 The Union and its officers, agents, and members agree that during the life of this Agreement, they shall have no right to institute, promote, sponsor, engage in or condone any strike, slowdown, concerted stoppage of work, or intentional interruption of employer operations. Management shall have the right to discharge or otherwise discipline any or all employees who violate the provisions of this section. The only question that may be raised in any proceeding, (grievance, judicial or otherwise) contesting such action is whether the provision prohibiting strikes, slowdowns, concerted stoppages of work, or intentional interruptions of employer operations was violated by the employee to be discharged or otherwise disciplined.

3.2 (a) The Union, its representatives, agents, members and any persons acting on their behalf agree that the following "other unlawful acts" as defined in Chapter 447, Florida Statutes, are expressly prohibited:

1. Soliciting public employees during the working hours of any employee who is involved in the solicitation.
2. Distributing literature during working hours in areas where the actual work of public employees is performed, such as offices, warehouses, schools, police stations, fire stations and any similar public installation. This section shall not be construed to prohibit the distribution of literature during the employees' lunch hour or in such areas not specifically devoted to the performance of the employees' official duties.
3. Instigating or advocating support, in any positive manner, for any employee organization's activities from high school or grade school students during classroom time.

(b) No employee organization shall directly or indirectly pay any fines or penalties assessed against individuals pursuant to the provisions of this part.

(c) The Circuit Courts of this State shall have jurisdiction to enforce the provisions of this Section by injunction and contempt proceedings, if necessary. A public employee who is convicted of a violation of any provision of this Section may be discharged or otherwise disciplined by the Public Employer, notwithstanding the provisions of this collective bargaining Agreement.

3.3 The Public Employer and the Union agree that the basic intent of this Agreement is to provide a fair day's work in return for a fair day's pay, and to provide conditions of employment suitable to maintain a competent work force. The Public Employer and the Union affirm their joint opposition to any discriminatory practices in connection with employment, promotion, or training, remembering that the public interest requires the full utilization of an employee's skill and ability without regard to age, race, color, creed, physical handicap or disability, national origin or sex. Furthermore, the Public Employer agrees to abide by any applicable Florida Statute pertaining to public employment within the scope of knowledge of the Public Employer.

ARTICLE 4 – MANAGEMENT RIGHTS

4.1 It is the right of the Public Employer to determine unilaterally the purpose of each of its constituent agencies, set standards of service to be offered to the public, and exercise control and discretion over its organization and operations, including the right to subcontract. The Public Employer, in its sole discretion, has the absolute right to delete and/or add employment positions. It is also the right of the Public Employer to direct its employees, promulgate and establish reasonable rules and regulations, take disciplinary action for proper and just cause, and relieve its employees from duty because of lack of work or for other legitimate reasons; provided however, that the exercise of such rights shall not preclude employees or their representatives from raising grievances, should decisions on the above matters have the practical consequence of violating the terms and conditions of this Agreement.

ARTICLE 5 - SPECIAL MEETINGS

5.1 The Public Employer and the Union agree to meet and confer on matters of interest upon the written request of either party. The written request shall state the nature of the matters to be discussed and the reason(s) for requesting the meeting. Discussion shall be limited to matters relating to wages, hours, and conditions set forth in the request or other subjects relating hereto mutually agreed to. It is understood that these meetings shall not be used to renegotiate this Agreement. Such special meetings shall be held within ten (10) calendar days of the receipt of the written request and at a time and place mutually agreeable to the parties. The Union shall have the right, at these special meetings, to recommend to the Public Employer corrections to any inequities known to the Union.

ARTICLE 6 – UNION STEWARDS AND UNION REPRESENTATION

6.1 The Public Employer recognizes and shall deal with all accredited union stewards, the Union Business Manager, and any other officer listed in Section 1.2 of this Agreement in all matters relating to grievances and interpretation of this Agreement.

6.2 Employees covered by this Agreement will be represented by six (6) stewards so designated by the Union. When additional permanent work locations are created, the Public Employer and the Union will meet at the request of either party, for the purpose of mutually determining the stewardship needs of the Union.

6.3 A written list of the union stewards, and alternates shall be furnished to the Public Employer prior to the effective date of their assuming duties of office. The Union shall notify the Public Employer promptly of any changes of such union stewards. Union stewards will not perform any grievance work unless the above has been complied with. The alternate steward shall only perform as a steward in the event of the physical absence of the regular steward.

6.4 Officials of the Union, as designated in Section 1.2 of this Agreement may, with proper authorization, which will not be unduly withheld, be admitted to the property of the Public Employer. Officials, as designated above, shall be able to talk with employees before or after regular working hours or during the lunch hour of said employees on Public Officials of the Union, Employer property in areas mutually agreed upon on by the Union and the Public Employer.

6.5 Arrangements will be made for officers or accredited representatives of the Union to be admitted to the property of the Public Employer during working hours for the purpose of ascertaining whether or not this Agreement is being observed by the parties, provided such visitation is not disruptive to the work force. When an area or building belonging to the Public Employer is not normally open for visitation, the Public Employer shall provide a responsible escort to the union officer or accredited representative, provided this service is arranged in advance.

6.6 The Public Employer agrees to meet and discuss with the Union prior to any action or actions being considered which would have the net effect of reducing the work force of the defined bargaining unit.

6.7 All personnel files of the employee shall be open for investigation by the appropriate union steward in the investigation of any grievance. However, such investigation shall be either in the presence of, or with the oral permission of the Public Employer.

ARTICLE 7 - UNION ACTIVITY

7.1 The following sections outline the duties and responsibilities of stewards in performing their functions as recognized union representatives. In those cases which cannot be resolved otherwise, designated union stewards shall be granted reasonable time off, without loss of pay, to investigate and settle grievances at Step I and above when such investigation is required for the prompt and effective settlement of the grievance in question. Work loss must be minimized. It is acknowledged that the steward must advise her/his supervisor of the requirement and secure permission before conducting the investigation. Such permission will not be unduly withheld. In the investigation of grievances, stewards shall not be allowed to unduly hamper the work operations of the Public Employer by conferring with other employees. Union stewards shall normally investigate and settle grievances on the job site which is within their designated jurisdiction. Union stewards shall not conduct any grievance work on premium time (overtime) except in emergency situations occurring during such premium hours that involve suspension or discharge. Supervisory permission shall be given verbally to the union steward provided that said oral authorization insures adequate control of the steward's time; otherwise written permission shall be required. If it becomes necessary for a union steward to receive written permission, the Public Employer will provide a form which will be used for this purpose. Upon returning to his work assignment, the steward shall report to his immediate supervisor, unless prior consent not to do so has been secured.

7.2 Union stewards shall be active employees and shall be members of the bargaining unit.

7.3 Union representatives, while on public property, and stewards, are subject to the same rules of the Public Employer as all other public employees, except as specifically provided in this Agreement.

7.4 Active solicitation by the Union of grievances and the collection of union monies shall not be engaged in on the Public Employer's property, or working during the hours of those employees being solicited, if such is the case.

7.5 While on leave of absence, no employee shall function as a union steward without mutual consent of the Union and the Public Employer.

7.6 When it becomes necessary for a union steward to enter an area other than his own for the purpose of conducting union business authorized by this Agreement, he must secure permission from the supervisor of that area and notify him of the general nature of his business. Such permission shall not be unduly withheld.

7.7 Nothing in this Agreement shall be construed to prevent an employee from presenting, at any time, his own grievance, in person or by legal counsel, to the Public Employer and having such grievance adjusted without the intervention of the bargaining agent, if the adjustment is not inconsistent with the terms of the Agreement, when in effect and if the bargaining agent has been given reasonable opportunity to be present at any meeting called for the resolution of such grievance.

7.8 Employees of the designated bargaining unit shall have the right to join the Union, to engage in lawful concerted activities for the purpose of collective bargaining or other mutual aid and protection, and to express or communicate any view, grievance, complaint or opinion, within the bounds of good taste, related to the conditions or compensation of public employment or its betterment, all free from any restraint, coercion, discrimination, or reprisal. There shall be no restraint, discrimination, intimidation, or reprisal against any employee because of that employee's membership, or lack of membership in the Union or by virtue of his holding office or not holding office in the Union. This provision shall be applied to all employees by the Public Employer and the Union.

7.9 It is agreed that all stewards have productive work to perform as assigned by the Public Employer. The parties agree that each will cooperate with the other in reducing to a minimum the actual time spent by union representatives in investigating, presenting, and adjusting grievances or disputes.

ARTICLE 8 - GRIEVANCE PROCEDURE

8.1 A grievance is defined as a claim reasonably and sensibly founded on a violation of this Agreement. Any grievance filed shall refer to the provision or provisions alleged to have been violated, and shall adequately set forth the facts pertaining to the alleged violation. The grievance will systematically follow the steps of the grievance procedure contained in Article 8, except as otherwise provided for in

Section 447, Florida Statutes. If an employee files a grievance, he shall choose either the union grievance procedure outlined herein, or the Civil Service procedure set forth by ordinance. Once chosen, the employee may not change to the other procedure.

8.2 Rules for Grievance Processing:

Step I

The aggrieved employee shall orally present his grievance to her/his immediate supervisor. Either the supervisor or the employee may request that the designated steward be present. Discussions will be informal for the purpose of settling differences in the simplest and most direct manner. The immediate supervisor shall reach a decision and communicate it in writing to the aggrieved employee within ten (10) working days from the date the grievance was presented to her/him.

Step II

If the grievance is not settled at Step I, the aggrieved employee, within ten (10) working days, shall reduce the grievance to writing, sign it and present it to the appropriate Department Head. The appropriate department head shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days of receipt of the written grievance conduct a meeting between herself/himself, her/his representative, if needed, and the aggrieved employee. The aggrieved employee, at her/his request, may be accompanied at this meeting by her/his Union steward. The appropriate Department Head shall notify the aggrieved employee of her/his decision in writing, with a copy to the Union, no later than ten (10) working days following the date of the meeting.

Step III

If the grievance is not settled at the second step, the aggrieved employee, within ten (10) working days, shall present it to the Neptune Beach City Manager. The City Manager shall obtain the facts concerning the alleged grievance and shall, within ten (10) working days following receipt of the written grievance, conduct a meeting between himself and the aggrieved employee. The aggrieved employee may be accompanied at this meeting by his steward or appropriate Union representative. The City Manager shall notify the aggrieved employee of his decision in writing, with a copy to the Union, not later than ten (10) working days following the date of the meeting.

Rules For Grievance Processing:

It is agreed:

- (a) Grievances must be brought forward as soon as it might reasonably have become known to exist. In the event a grievance arises, the employee must submit a grievance to his immediate supervisor (Step I) within ten (10) working days after he/she has knowledge of the grievance.
- (b) Time limits at any stage of the grievance procedure may be extended by written mutual agreement of the parties involved at that step.
- (c) A grievance presented at Step II, and above, shall be dated and signed by the aggrieved employee presenting it. A written decision shall be presented to the aggrieved employee, and shall be dated and signed by the Public Employer's representative at that step.
- (d) When a written grievance is presented, the Public Employer's representative shall acknowledge receipt of it and the date thereof, in writing, by e-mail or facsimile transmission.
- (e) A grievance not advanced to the higher step within the time limit provided shall be deemed withdrawn and as having been settled on the basis of the decision most recently given. Failure on the part of the Public Employer's representative to answer within the time limit set forth at any step will entitle the employee to proceed to the next step.

- (f) In computing time limits under this Article, Saturdays, Sundays, and holidays shall not be counted.
- (g) When a grievance is reduced to writing, there shall be set forth in the grievance all of the following:
 - 1. A complete statement of the grievance and facts upon which it is based.
 - 2. The section or sections of the Agreement claimed to have been violated.
 - 3. The remedy or correction requested.
- (h) In settlement of any grievance resulting in retroactive adjustment, such adjustment shall be retroactive to the date of the occurrence of the violation.
- (i) Grievances filed by the Union affecting two(2) or more employees in accordance with Section 8.1, shall be signed by the designated steward or the appropriate union representative, and shall contain the names of the aggrieved employees. Thereafter, it shall follow the procedures as set forth in Article 8, entitled Grievance Procedure.

8.3 Arbitration: If the grievance is not settled in American Arbitration Association shall be requested by either or both parties to provide a panel of five (5) arbitrators. After the panel is received from the American Arbitration Association, the representative of the Union, or the employee, as the case may be, and the Public Employer shall meet and alternately strike names until one (1) arbitrator remains. The name remaining shall be selected as the impartial arbitrator. The party requesting arbitration shall strike the first name. After the American Arbitration Association is notified of the selection of the arbitrator, and contact is made with the arbitrator, the date for the arbitration hearing will be set within ten (10) days from the date the arbitrator is notified of his selection to act as arbitrator.

Notwithstanding the provisions of this Section, an arbitrator other than outlined above may be mutually selected by the parties to the arbitration proceedings. \

Section 1: At the conclusion of the arbitration hearing, post-hearing briefs may be filed at the request of either party or the arbitrator. The arbitrator shall have thirty (30) calendar days after the hearing is concluded, or receipt of briefs, whichever is later, to render his written award and findings of fact, provided that the parties may mutually agree in writing to an extension of said limitation.

Section 2: With respect to the interpretation, enforcement or application of the provisions of the Agreement, the decisions, findings and recommendations of the arbitrator shall be final and binding on the parties to this Agreement. However, the authority and responsibility of the Public Employer as provided by Chapter 447, Florida Statutes, shall not be usurped in any manner unless specifically amended or modified by this Agreement.

Section 3: The arbitrator shall have no authority to modify, amend, ignore, add to, subtract from, or otherwise alter or supplement this Agreement or any part thereof, or any amendment thereto. The arbitrator shall consider only the specific issue(s) submitted to him in writing by the parties and shall have no authority to consider or rule upon any matter which is stated in this Agreement not subject to arbitration, or which is not specifically covered by this Agreement. All testimony given at the arbitration hearing will be "under oath." The arbitrator may not issue declaratory or advisory opinions and shall be confined exclusively to the question(s) presented to him, which question(s) must be actual and existing. Consistent with this Section, the decision of the arbitrator shall be exclusively based upon specific findings of fact and conclusions based thereon, which findings of fact and conclusions shall be the predicate for any decision made by him. In rendering any decision, the arbitrator shall only consider the written, oral, or documentary evidence submitted to him at any hearing set. The decision of the arbitrator shall be final and binding. If any event occurred or failed to occur prior to the effective date of this Agreement, it shall not be the subject of any grievances hereunder, nor shall the arbitrator have the power to make any decision concerning such a matter.

Section 4: It is specifically and expressly understood that taking a grievance to arbitration constitutes an election of remedies and a waiver of any and all rights by the appealing party and all persons it represents.

Section 5: The cost and expense incurred in the arbitration shall be borne solely by the losing party. If a transcript of the proceedings is requested, then the party so requesting it shall pay for it. If an employee acts independently of and in disregard of the position of the Union in matters relating to arbitration, such employee shall pay the cost of arbitration if the employee loses.

ARTICLE 9 - DISCHARGE AND DISCIPLINE

9.1 Employees in the bargaining unit shall not be discharged, suspended, demoted, docked or otherwise disciplined except for proper and just cause, and in no event until the employee shall have been furnished with a written statement of the charges and the reasons for such action. Any dispute over suspension, discharge or other disciplinary action may be submitted to the grievance procedure as set forth in Article 8.

9.2 Employees shall have the right to review their personnel files upon request. The employee shall have the opportunity to submit a written statement responding to any reprimand issued. The employee's responding statement will be entered in the personnel file.

9.3 Reserved

9.4 Reserved

9.5 Resignation: An employee who desire to terminate her/his service with Neptune Beach shall submit a written resignation to the appropriate Department Head. Resignations should normally be submitted ten (10) working days in advance of the final work day. The written resignation, or a copy thereof, shall be filed in the employee's personnel file.

9.6 Any written reprimand shall be furnished to the employee outlining the reason for the reprimand. The employee will be requested to sign the reprimand. If the employee refuses to do so, this refusal shall be noted on the reprimand. If the employee signs the reprimand, such signature shall only acknowledge receipt of the reprimand and shall not mean the employee agrees or disagrees with the reprimand. All reprimands shall become null and void after twelve (12) months from the date of issue and may not be used as a basis for discharge or disciplinary action after becoming void.

9.7 Any employee subject to dismissal, demotion, suspension or docking as outlined under Article 9, shall have the right to a pre-disciplinary hearing, unless said action is for tardiness, which shall be conducted prior to dismissal, demotion, suspension or docking. The appropriate union steward shall be present at such meetings along with the supervisor who made the charges.

ARTICLE 10 - PERSONAL LEAVE PLAN

10.1 Eligibility and Rate of Earning.

(a) Each regular, full-time employee in the bargaining unit shall accrue personal leave with pay at the rate shown in the table below. The number of hours in each employee's work day shall be determined by the position and classification. Work days shall be between seven (7) and eight (8) hours.

Years of Service	Days Accrued Per Year
Zero to 5 years	20
5 years to 10 years	23
10 years to 15 years	26
20 years to 25 years	29
25 years or more	35

(b) Employees shall earn leave time based on time actually worked and time on approved leave with pay.

(c) The rate of accrual shall change to the higher rate on the anniversary date of employment.

10.2 Charging Leave

(a) Personal leave will be charged in thirty (30) minute increments (0.50 hours).

(b) Holidays which occur during personal leave, shall be charged against holiday leave, and not against personal leave.

(c) For purposes of determining overtime payments, personal leave hours shall be counted as time worked.

10.3 Request for Leave.

- (a) Personal leave may be taken only after approval of the appropriate department head. Department Heads will arrange personal leave schedules and reallocate duties on such a basis as to cause minimum interference with normal functions and operations of the department.
- (b) Requests for personal leave must be submitted in writing at least five (5) days in advance for a personal leave request of two (2) or more consecutive working days. Requests for personal leave of less than two (2) consecutive working days must be submitted as soon as practicable. These advance notice requirements may be waived by the Department Head.
- (c) Personal leave may only be used as earned.

10.4 Use.

Personal leave is intended to replace both vacation leave and sick leave in previous policies. Personal leave may be granted for the following scheduled and unscheduled purposes:

- (a) Vacation
- (b) Sickness
- (c) Absences for transacting personal business which cannot be conducted during off-duty hours.
- (d) Religious holidays other than those designated by the City as official holidays.
- (e) Any scheduled absences from work not covered by other types of leave provisions established by these Rules.

10.5 Unused Personal Leave.

- (a) Personal leave shall accrue to a maximum of four hundred ninety-six (496) hours. Employees who have more than 120 hours accumulated may sell back excess leave to the City, a minimum of 40 hours each quarter. Employees may not sell back time more frequently than once every three (3) months. Upon approval of the City Manager or designee, on a case by case basis, more than ten 80 hours of excess leave may be sold back. Personal leave may be transferred as cash to the City's 457 plan upon request of the employee and approval by the City Manager.
- (b) Upon termination of employment following the completion of five (5) years of service, the employee shall be paid for all unused accrued personal leave on an hour for hour basis. Upon termination of employment with less than five (5) years of service, the employee shall be paid for seventy-five percent (75%) of all unused personal leave on an hour for hour basis.

10.6 Use of Personal Leave as Sick Leave

- (a) Notification. An employee must notify his/her department as early as possible, and no later than thirty (30) minutes before starting time, the day the employee is unable to report to work because of illness. The employee will notify the department of the nature of the employee's illness and the approximate amount of time the employee will be absent. Use of personal leave for illness is subject to investigation by the appropriate supervisor. An employee will be counseled whenever a pattern clearly develops where that employee is abusing personal leave taken for illness. (Example: Leave for illness is combined with regular days off more than three times annually.)
- (b) The employee must contact his/her department each day that personal leave is being taken as sick leave.
- (c) An employee who is absent due to illness who fails to comply with the rules in this section may be charged with unauthorized leave.
- (d) The City has the right to require any employee to undergo a medical examination by an assigned medical doctor at any time to ascertain whether or not the employee is physically and mentally capable of performing any and all duties required of his/her classification. This examination may be conducted on City time and at City expense.

ARTICLE 11 - LEAVE OF ABSENCES

11.1 Bereavement Leave.

- (a) All full time regular employees may be granted up to five (5) days off without loss of pay as bereavement leave in the event of death in the immediate family which is defined as, spouse, child, mother, father, brother, sister, grandparent, grandchild, mother-in-law, father-in-law, stepparent, step-children, son-in-law, daughter-in-law, uncle, aunt and also include other relatives who permanently reside with the employee. (see definition of immediate family).
- (b) Bereavement leave is limited to ten (10) days per calendar year.
- (c) The employee may be required to provide the department head with proof of death in the immediate family before compensation is approved.
- (d) If additional days off are necessary to attend the funeral of a member of the immediate family, annual leave may be used.
- (e) Employees may be granted four (4) hours without loss of pay as bereavement leave, to either attend or serve as pallbearer at the funeral of another City employee.
- (f) If the employee wishes to attend the funeral of someone outside his/her immediate family, or another City employee, annual leave or leave without pay may be granted.

11.2 Court Leave

- (a) Employee attending court as a witness on behalf of a governmental agency or for jury duty during their normal working hours shall receive pay at their regular rate for the hours they attend court.
- (b) All regular full time employees subpoenaed to attend court on behalf of the City are eligible for leave with pay. Those employees who become plaintiffs or defendants in personal litigation are not eligible for leave with pay. In such cases, annual leave or leave without pay may be granted.

- (c) Employees who attend court for only a portion of a regularly scheduled work day are expected to report to their supervisor when excused or released by the court
- (d) Employees required to attend court as stated in Sec. 11.02(a) above who are on scheduled vacation may be allowed to take additional leave with pay for that court time.
- (e) All court attendance must be verified before an employee is compensated.

11.03 Conference Leave

When deemed in the best interest of the City, an employee may be granted leave with pay to attend professional and technical institutes, conferences, or other such meetings which may contribute to the effectiveness of the employee's service to the City. All such leave and travel expenses will be recommended by the department head, subject to the approval of the city manager.

11.04 Military Leave

An employee may take military leave in accordance with Chapter 115, Florida Statutes.

11.05 Leave Without Pay

- (a) The decision to grant a leave without pay (leave of absence) is a matter of administrative discretion. Any leave of absence must have the approval of the city manager.
- (b) The following provisions apply to leave without pay:
 1. An employee granted a leave of absence must keep the department informed of his/her current activity and current address.
 2. An employee who obtains either part time or full time employment elsewhere while on an authorized leave of absence is required to notify the department in writing within three (3) days of accepting such employment.

3. Failure to comply with all of the above items will result in the employee being dropped from leave of absence status, in which case he/she must return to duty or be discharged.
 4. Any employee granted a leave of absence shall contact the department head at least two (2) weeks prior to the expiration of the leave in order to facilitate the reinstatement process.
 5. Failure to return to work at the expiration of the leave shall be considered as a resignation.
 6. Medical leave, annual leave or holiday leave will not be earned by an employee for the time that the employee is on leave without pay.
- (c) A leave without pay shall not constitute a break in service, but the time will not be credited toward retirement. Employees who have a break in service from employment with the City, if rehired, shall have their previous service counted towards longevity and retirement. It will be the employees responsibility to make any required payments to the pension plan to connect time.

ARTICLE 12 - HOLIDAYS

Employees in the bargaining unit shall observe those days established by this Agreement and City Ordinance which consist of the following:

New Year's Day	January 1st
Martin Luther King's Birthday	Third Monday in January
President's Day	Third Monday in February
Memorial Day	Last Monday in May
Juneteenth National Independence Day	June 19
National Independence Day	July 4
Labor Day	First Monday in September
Veteran's Day	November 11
Thanksgiving Day	Fourth Thursday in November
Day after Thanksgiving	Friday after Thanksgiving
Christmas Eve	December 24
Christmas	December 25

Two (2) Personal Days:

The two (2) Personal days shall be selected by the employee but must be approved by management. The personal days must be taken in the calendar year or be forfeited.

Any other day than those listed above may be taken under holiday conditions when such a day is officially declared as a holiday by the Neptune Beach City Council.

12.2 Whenever an observed holiday shall occur on an employee's scheduled day off, the Public Employer shall schedule the employee to take a day off at another date mutually agreed to or compensate him at the straight time rate in order to equalize the observed legal holidays in Section 12.1.

12.3 Any employee of the bargaining unit who shall be required to perform work or to render service on one of the holidays listed in Section 11.1, shall be compensated at one and one-half (1-1/2) times the employee's regular straight-time hourly rate for any hours worked, in addition to his straight time pay for the holiday. The Public Employer may elect to schedule the employee to take off at another date mutually agreed to by the employee and the Public Employer, at the same rates as overtime payment. In the event the Public Employer elects to schedule a ten (10) hour workday, forty (40) hour workweek, the eight (8) hours referred to above shall automatically convert to ten (10) hours. A list of employees required to work on any holiday or holidays shall be in writing and posted at the Public Works Yard.

12.4 All employees shall receive payment for any paid holiday unless:

- (a) He has an unexcused absence on the last regular work day proceeding such holiday, or on the next regular work day following such holiday.
- (b) Having been scheduled to work on such holiday, he fails to report for work without justifiable reason for such absence.

12.5 Whenever any of the holidays established by this Agreement falls on a Sunday, the following Monday shall be observed as the official holiday. Whenever any holiday shall occur on a Saturday, the preceding Friday shall be observed as the official holiday. The only exception to the above shall be those persons within the Department who are assigned to a "shift schedule." These employees shall observe the actual day of the holiday for purposes of pay.

ARTICLE 13 - HOURS OF WORK AND OVERTIME PAYMENT

13.1 The purpose of this Article is to define hours of work and computation of overtime. All employees within the defined bargaining unit shall be placed within one of the following schedules.

13.2 For the purpose of computing the pay of employees, the following standards shall govern the pay period, work week, the work day and the normal shift hours.

Work Week

168 hours from starting time

Workday

24 hours from starting time

Normal Shift Hours

8 hours, exclusive of lunch

13.3 The standard work week shall consist of seven (7) consecutive 24-hour periods. The day of the week period begins, and ends shall be determined by the city based on legitimate business needs. Overtime shall be paid at the rate of one and a half (1 ½) times the regular rate of pay for all hours worked over eight (8) hours in a single day.

(a) The ten (10) hour work day shall normally consist of four (4) consecutive ten (10) hour work days, Monday through Friday, between the hours of 7:30 AM and 6:00 PM. except for those personnel who are assigned to the Wastewater plant and may be subject to nonconsecutive days. Overtime will be paid at the rate of time and one-half (1 - 1/2) for all hours worked in excess of ten (10) hours in a single workday.

13.4 The work and rest days of employees shall be scheduled consecutively where possible.

13.5 Compensation for overtime will be in the form of cash payment, unless compensatory time is mutually agreeable by the employee and the Department Head or designee. Employees covered by this Agreement who are subject to the provisions of the Fair Labor Standards Act (FLSA) may accrue up to forty(40) hours of compensatory time per quarter which must be used within the quarter in which it is earned. Once this amount of compensatory time has been reached, compensation for additional overtime hours worked will be in the form of cash. If compensatory time is not used by the end of the quarter, the employee shall be paid for the hours not used at the end of the quarter. Accrued compensatory time may be taken when authorized by the Department Head or designee and in accordance with City Policy. Requests for compensatory leave shall be in accordance with Article 10.

13.6 Personal leave, holiday leave, annual military training leave and leave while on active payroll due to an on-the-job injury shall be construed as time worked for the purpose of payroll computations.

13.7 An employee who has left his place of work for his residence and is called back for overtime work shall be paid for such overtime in accordance with the above, provided that he shall receive a minimum payment of two (2) hours at time and one-half (1 - 1/2) his regular rate. The employee who is called out shall be paid for actual time worked with a minimum of two hours. If the employee can resolve the issue without commuting to work, a minimum payment of one hour at time and half (1 ½) shall be paid to the employee. The employee shall not receive the "call out" pay for any subsequent call out during the two hours following the original callout. The minimum time provided herein does not apply if an early call in period extends into the start of the employee's regular work period.

13.7 (a) Standby pay will be paid at a rate of 1.2 hours per day.

13.8 No employee may authorize overtime for himself, but shall be entitled to receive overtime as appropriately authorized by his supervisor.

13.9 Premium payment shall not be duplicated for the same hours worked under any of the terms of this Agreement.

13.10 It is the responsibility of the Public Employer to distribute the opportunity for overtime work equally among employees in their respective classifications normally performing the same types of work in each assigned shift, crew, or geographical work area. It is understood that the sharing of overtime shall not delay nor increase the Public Employer's cost of operation. Overtime records of the Public Employer shall be made available to union officials when requested to resolve any question involving distribution of overtime. It is understood that nothing in this Article shall require payment for overtime hours not worked.

13.11 The Public Employer will provide a meal or pay a meal allowance in the sum of ten (\$10.00) dollars when an employee is required to work for four (4) hours beyond his regular shift without a meal break.

13.12 If inclement weather conditions do not permit the employee to perform his regularly scheduled duties and there is no other work available in line with his normal duties, the employee may be given the option to perform other work in a lower classification. In no case shall he be sent home without pay or forced to use accrued vacation or sick leave. Public Employer is sole judge of whether work is available. However, the employee may elect to request vacation leave.

13.13 No employee shall absent himself from duty without authorized leave except in cases of sickness or emergency. An employee who is absent without authorized leave of absence for three (3) consecutive working days shall be deemed to have abandoned his position and to have resigned, unless he shall within a period of ten (10) working days following said three (3) days, prove to the satisfaction of the City Manager that the absences were excusable.

ARTICLE 14 - WAGES

14.1 Effective October 1, 2023 all employees covered by this agreement shall have their base hourly rate of pay increased by 3.5%.

- (a) All employees shall receive a twenty-five (\$25.00) dollar per month increase after the completion of each five (5) continuous years of employment.
- (b) Additional State licenses obtained by Water and/or Wastewater treatment plant operators will be recognized by an increase in the salary of each employee that produces sufficient evidence of obtaining licensure by \$0.25 per hour per relevant state license. The amount does not compound each year and shall only remain for as long as a license is valid or active. The limit for any single employee is two (2) additional licenses. .
- (c) Employees are eligible to receive a \$0.25 per hour increase in salary for the completion of duty-specific certification or license that is above the criteria required within that employees job description. The amount does not compound each year and shall remain for as long as the license or certification is valid and active. The limit for any single employee is two (2) licenses or certifications.

14.2

- (a) When an employee is demoted to his former class during the probationary period following a promotion, his pay shall be restored to the rate in effect prior to the promotion, as though a promotion had not been granted. In the event an employee is demoted during her/his probationary period, she/he shall be eligible for any increases he normally would have received had he not been demoted.
- (b) A permanent employee, when demoted for cause, shall have his rate of pay in the lower class set by the Employer. His adjusted rate of pay shall be no lower than his pay status in the class prior to the promotion.
- (c) When a transfer not involving promotion or demotion is made from one position to another with the same basic pay rate, the base pay of the transferred employee shall remain unchanged.

14.3 The following administrative procedures shall be adhered to in the implementation of the pay plan for employees in the bargaining unit.

(a) Entrance Salary Determination:

1. Original appointment to any position shall be made at the entrance rate. Upon recommendation of the immediate supervisor, the City Manager may approve initial compensation at a higher rate than the minimum rate in the salary range for the class when the needs of the service make such action necessary; provided that any such exception is based on the outstanding and unusual character of the employee's experience and ability over and above the qualification requirements specified for the class, or that a critical shortage of applicants exists. The City Manager agrees to notify the Union of any such proposal to hire an employee whose initial compensation would be at a higher rate than the minimum rate for the position being considered at least one (1) week prior to filling the position.
2. When an employee is promoted to a classification with a higher base rate of pay, the pay rate of that employee shall be at the lowest level in the higher range that will provide an increase of at least five percent (5%) over the rate received immediately prior to promotion.

(b) Advancements Within a Salary Range:

1. Upon satisfactory completion of a six (6) month probationary period after initial appointment or promotion, the entrance the salary of the employee shall be advanced five-percent (5%) in the salary range of the class to which the position is allocated, unless the pay during the probationary period was the maximum for the salary range, in which case there shall be no increase.
2. In no event shall the base pay of the employee exceed the base pay of that employee's supervisor. In the event of a new supervisor being hired or promoted at a lesser rate of pay, the employee's pay would not be reduced.

3. For purposes of determining whether or not the employee has satisfactorily completed his probationary period or is eligible for a merit increase, the Department Head shall notify the City Manager in writing of the Department Head's recommendation for any end-of-probation or merit increase. If the employee's performance has not been graded as above average during the time period involved, the employee's merit increase will be delayed pending improvement. Employees who have had their merit or end-of-probationary increase delayed shall be reevaluated quarterly, or sooner if improvement is noted. The employee shall be advised in writing as to the reason his merit or end-of-probationary increase was not granted. Employees who do not receive a merit increase or believe the Employer has not complied with the evaluation procedures, may utilize the grievance procedure contained within this Agreement.

14.4 Any employee performing the duties of any classification above his permanent classification and who is assigned that classification by the immediate supervisor, shall receive pay at the rate of that higher classification. The rate of pay for the higher classification shall be an increase of at least five percent (5%) or the entrance level of the higher classification, whichever is greater.

14.5 All employees within the bargaining unit shall be covered by a written description of his job duties in the form of employee job specifications. The official copy of such job descriptions shall be filed and maintained in the City Clerk's office. Copies of the job descriptions shall be made available upon reasonable request by the employee. The job specifications shall contain the following information:

- (a) Kind of work, examples of work, knowledge, skills and abilities.

If the City of Neptune Beach, or their designees, determines that the employees' job specifications need to be changed, added to, deleted, or amended, the Public Employer will notify the Union of the intended changes. Copies of the proposed changes will be forwarded to the Union along with the above notification. Changes, additions, deletions or amendments must bear the signature of the Business Manager prior to finalization. After finalization, a copy of the revised specifications shall be forwarded to the Union as soon as is possible.

ARTICLE 15 - INJURY-IN-LINE-OF-DUTY

15.1 Employees covered by this Agreement shall be entitled to injury-in-line-of-duty leave at regular pay (reduced by the amount of Workmen' s Compensation received in the form of temporary disability paid by reason of such injury) when absent from duties because of personal injury received in the discharge of duty.

Duration of Salary Supplement: Leave of any such employee shall be authorized for a total of days not to exceed thirty (30) working days for each fiscal year, provided, however, the City Manager, with a concurring medical opinion, may grant, under such circumstances as would warrant, additional injury-in line-of-duty leave for such term and under conditions as the appointing authority, in its sole discretion, shall deem proper.

Claims: Any such employee who has any claim for compensation under this section shall file a claim in the manner prescribed in Chapter 440, Florida Statutes, by the end of each month during which such absence has occurred. The appointing authority may approve such claims when it is satisfied that the claim correctly states that facts and that such claim is entitled to payment.

ARTICLE 16 - EMPLOYEE BENEFITS

16.1 In the event of an employee's death, payment shall be made for any and all accrued overtime, personal leave, unused holiday time and other terminal leave benefits to which such employee would have been entitled to receive, under the applicable provisions of law and only in the following sequence: to the wife or husband; or to any child or children over the age of eighteen (18); or to the designated guardian if the child or children are under the age of eighteen (18); or the father or mother; or thereafter to the designated administrator of the deceased employee's estate.

16.2 Where an employee is required to use her/his personal automobile in the performance of her/his duties, she/he will be reimbursed for operating expenses at the Internal Revenue Service (IRS) rate for that year per mile traveled. Parking space will be provided for employees who are required to use their personal vehicle as a condition of employment in the performance of their duties.

16.3 During any primary or general election, an employee whose hours of work do not allow sufficient time for voting shall be allowed necessary time off with pay for this purpose. Where the polls are open two (2) hours before or two (2) after the regular scheduled work period, it shall be considered sufficient time for voting.

16.4 The Public Employer agrees to provide employees with a basic life insurance program under the present group program of Neptune Beach equal to, or greater than the amount of the employees' annual base salary, with benefits and premiums as established by the contract with the current carrier at no cost to the employee. The employee may purchase additional coverage under this policy at her/his option and expense, under the same benefit and premium as the coverage paid by the Public Employer.

16.5 The Public Employer agrees to provide comprehensive health coverage for each employee at no expense to the employee. In addition, the Employer will provide the Employee with a two hundred ninety dollars and fifty-four cent (\$290.54) stipend to cover costs of their current health election premium effective March 1, 2023. Furthermore, the Employer agrees to pay fifty (50%) percent of the cost for dependent's coverage under the same plan covering the employees for the three (3) year term of this contract. The Employer agrees to provide thirty (30) days written notice to the Union of any increase in premiums or any change in benefits which would affect Employees' in the bargaining unit. Upon receipt of the written notice, the Union shall have the right to reopen Article 16.5 for the purpose of negotiations. Negotiations shall begin within thirty (30) days of a written request from the Union.

16.6 The Public Employer will deduct and transmit biweekly to the Northeast Florida Public Employees PAC Fund five (5) cents for each hour worked from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee. The Public Employer shall deduct an administrative fee of 1/10th of 1% (.001) from the amount to be transmitted.

16.7 The Public Employer will deduct and transmit monthly to the Northeast Florida Public Employees Group Legal Plan, ten dollars (\$10.00) from the wages of those employees who have voluntarily authorized such deductions on a form provided for that purpose by the Union. The transmittal shall be accompanied by a list of the employees for whom such deductions have been made and the amount deducted from each such employee.

16.8 An employee may revoke his authorization for deduction of PAC Fund or the Group Legal Plan, provided the employee gives thirty (30) days' notice to the employee organization and the Public Employer by written notice. The Public Employer shall terminate such deductions on the pay date immediately following the expiration of the thirty (30) day notice period.

16.9 The Union will indemnify, defend, and hold the Public Employer harmless against any claim made and against any suit instituted against the Public Employer on account of any deduction for the PAC Fund or Group Legal Plan.

16.10 The Employer agrees to provide a payroll deduction process that is available to employees in the bargaining unity for various group plans. These group plans administered by the Agent of Record so designated by the Union. The Employer may assess an administrative charge not to exceed six (6) cents per deduction, per payroll. The Union agrees to indemnify and hold the Employer harmless against any lawsuits brought against the Employer as a result of this payroll process, and the Employer assumes no liability to or for the Unions Agent of Record.

ARTICLE 17 - SAFETY AND HEALTH

17.1 The Public Employer agrees that it will conform to and comply with laws as to safety, health, sanitation, and working conditions properly required by federal, state, and local law. The Public Employer and the Union will cooperate in the continuing objective of eliminating safety and health hazards due to unsafe working conditions and inadequate restroom facilities where they are shown to exist.

17.2 Protective devices, wearing apparel, and other equipment necessary to protect employees from injury or occupational disease shall be provided by the Public Employer in accordance with established safety practices. Such practices may be improved from time to time by the Public Employer upon recommendation of the Union. Such protective devices, apparel, and equipment, when provided, must be used and the Union agrees that willful neglect and failure by an employee to obey safety regulations and to use safety devices, shall be just cause for disciplinary action.

17.3 Clean and adequate restroom facilities, including showers, shall be provided at the discretion of the Public Employer. If within the discretion of the Public Employer, an employee from a work incident is required to change clothing, he may be allowed leave with pay to do so.

17.4 No employee shall be directed to operate unsafe equipment or to perform unsafe acts.

17.5 The Public Employer agrees to provide first-aid kits to be accessible to employees. The Public Employer agrees to provide transportation for employees to and from medical facilities if an injury on the job requires such transportation.

17.6 The Public Employer agrees to furnish, at no cost to the employee, safety vests, steel-toed shoes, water repellant boots, and work gloves, where necessary. The Public Employer agrees to continue to provide all employee's with uniforms for their protection. No employee shall be directed to perform work in any rain or water without the proper wearing apparel which will be furnished by the Public Employer. Whenever uniforms are provided for the employees, such uniforms must be worn at all times when on duty, and the Union agrees that willful neglect and failure by an employee to properly wear such uniforms shall be just cause for disciplinary action.

17.7 After initial employment with the Employer, in those activities where safety shoes are required to be worn, the City will furnish each employee two (2) pairs of ANSI Z41, or ASTM F2413 compliant footwear. Thereafter, the City will reimburse employees up to \$200.00 towards the purchase of replacement ANSI Z41, or ASTM F2413 compliant footwear. The replacement of ANSI Z41, or ASTM F2413 compliant footwear will normally be limited to one (1) pair a year. The replacement of more than one (1) pair of ANSI Z41, or ASTM F2413 compliant footwear during the year will be at the discretion of the City. Employees are required to produce a receipt and comply with applicable policies and procedures for reimbursement.

ARTICLE 18 - BULLETIN BOARDS

18.1 The Union shall be provided partial use of suitable bulletin boards, including at least one (1) at each work location where the employees are required to report for work assignments. The Union may, if it so desires, provide a bulletin board of standard size for its own exclusive use, in keeping with the decor of the above locations, and with the approval of the Public Employer.

18.2 The Union agrees that it shall use space on bulletin boards provided for in Section 18.1 above, only for the following purposes:

Notices of Union Meetings Union Elections

Reports of Union Committees Rulings and Policies of the Union

Recreational and Social Affairs of the Union Notices of Public Bodies

18.3 No material, notices, or announcements shall be posted by the Union which contains anything political or controversial, or anything adversely reflecting upon Neptune Beach, its agencies, its employees, or any labor organization among its employees. Any proven violation of this Section by the Union shall entitle the Public Employer to cancel immediately the provisions of this Section and to remove that bulletin board or the partial use thereof.

ARTICLE 19 - Reserved

ARTICLE 20 – MILITARY LEAVE

20.1 Leave of absence and re-employment rights of employees inducted into the military service shall be as contained in Title 38, U.S.C., Section 2021, effective December 3, 1974, and as the same may be amended from time to time.

20.2 Employees who are members of the National Guard, or organized military reserves of the United States, and who are ordered to attend annual military training periods, shall be allowed not more than seventeen (17) consecutive calendar days to attend such training periods. Such training leave may be deducted from annual vacation leave at the request of the employee. Such leave shall not result in loss of seniority or benefits. Employees requesting this annual military training leave are responsible for notifying their supervisors as soon as possible of the dates for such training periods and for providing an official set of orders.

20.3 Employees who are members of the reserve components mentioned above, and who are required to attend regularly scheduled training assemblies throughout the year, may, upon due notice and request, apply for vacation leave to attend these military training assemblies when they are scheduled to be on duty, provided it will not seriously interfere with the operation of the system. Employees who request time off for this purpose are responsible for advising their supervisors at the earliest possible time of the dates when they are scheduled for these training assemblies which conflict with their normal work schedules.

ARTICLE 21 – SEVERABILITY

21.1 In the event any Article, Section or portion of this Agreement should be held invalid or unenforceable by any court of competent jurisdiction, such decision shall apply only to the specific Article, Section, or portion thereof specified in the court's decision, and upon issuance of such decision, the Public Employer and the Union agree to immediately negotiate a substitute for the invalidated Article, Section or portion thereof.

ARTICLE 22 - SAVINGS CLAUSE

22.1 The Public Employer retains all rights, powers, functions, and authority it had prior to the signing of this Agreement except as such rights are specifically relinquished or abridged in this Agreement.

22.2 All matters pertaining to terms of employment and working conditions guaranteed by law to employees within this bargaining unit, shall apply to the extent that they are not in conflict with the provisions of this Agreement.

ARTICLE 23 - TIME CLOCKS

23.1 The Public Employer, in its sole discretion, may employ time clocks for control and pay purposes. The time clock procedures shall be applied uniformly at each reporting location.

ARTICLE 24 - SENIORITY

24.1 Seniority shall be defined as the length of continuous employment with the City of Neptune Beach. Seniority shall be acquired by a full-time employee after satisfactory completion of a six (6) month probationary period, at which time seniority shall be retroactive to the first day of employment.

24.2 In the event of a lay-off or reduction in force, employees shall be laid off in the inverse order of seniority within job classes. Employees laid off shall have the right to bump or replace an employee with less seniority in a lower classification for which the employee is qualified, provided said employee has previously held such a position within the City of Neptune Beach.

24.3 Any employee with one (1) year or more of service who is laid off for any reason other than cause as defined in Article 9 of this Agreement, shall receive severance pay in the amount of wages for ten (10) working days.

24.4 Whenever an employee is demoted to a position for which he is qualified, he shall receive the salary performance level in that lower range, which provides either no decrease or the smallest decrease in pay if the action is not for cause as outlined in Article 9 of this Agreement.

24.5 In regard to overtime and vacation, seniority will be defined as the length of continuous time in any specific classification. If an employee is involuntarily transferred from one department to another in the same classification, he shall carry with him both the City and job seniority that he has already acquired.

24.6 Seniority shall accumulate during periods of approved leave of absence where the employee remains in a pay status. Seniority is not broken when an employee is on an approved leave of absence without pay, but seniority does not accumulate during this period.

24.7 Seniority shall be broken when an employee:

- (a) Resigns;
- (b) Is discharged for just cause ;
- (c) Exceeds an authorized leave of absence.

ARTICLE 25 - JOB QUALIFICATIONS AND PROMOTIONS

25.1 Whenever a job opening occurs, other than a temporary opening, in any existing job classification, or as the result of the development or establishment of a new job classification, a notice of such opening shall be posted in advance on all bulletin boards. A copy of the notices of job openings will be given to the appropriate union steward at the time of posting.

25.2 Management has the right to determine job qualifications, provided they are limited to those factors directly required to satisfactorily perform the job. The qualified employee with the greatest seniority shall be promoted.

25.3 For the purpose of this Agreement, a vacancy shall be defined as an opening within a classification included in the bargaining unit (Appendix A for which funds have been appropriated).

25.4 Whenever a vacancy exists, the position will be posted at least five (5) working days in advance on the appropriate bulletin boards at each work reporting location. Employees desiring to be considered for such vacancy shall make written application for the position on forms provided by the Public Employer no later than 5:00 PM on the closing date set forth on the promotional announcement.

25.5 The appropriate department head shall make all determinations of the qualifications of the applicants applying for promotion. Among those employees determined to be qualified to perform the work required, the employee determined by the Public Employer through the use of an objective testing criteria to be the best qualified shall be appointed to the position. In the event of more than one current employee having equal scores or in the event that objective testing is not used, the employee with the greatest seniority shall be appointed to the position.

25.6 Any employee that feels he was unjustly passed over for promotion, shall have the right to appeal his rejection through the grievance procedure starting with Step III.

ARTICLE 26 - RESERVED

ARTICLE 27 - WORK POLICIES

27.1 The Public Employer agrees to provide all employees of the bargaining unit with written copies of any proposed work policies and/or rules formulated and adopted after the effective date of this Agreement. The Public Employer further agrees, where possible, to send a written copy to the Union at least ten (10) days prior to the effective date of such policy and/or rule. It is agreed that work policies and rules shall not conflict or exert precedence over this Agreement. All policies and procedures shall be applied uniformly and consistently throughout the bargaining unit.

27.2 Drug Testing Policy - Drugs To Be Tested For

It is the intent of the Public Employer and the Union, that the City of Neptune Beach be a "Drug Free Workplace".

When drug and alcohol screening is required under the provisions of the Section, urinalysis test will be given to detect the presence of the drug groups listed below.

The following cutoff levels shall be used for the first specimen screening. All levels equal to or exceeding these levels shall be reported as positive:

- A. Alcohol (Ethyl) 0.04 g%
- B. Amphetamines (e.g., Speed) 1,000 mg/ml
- C. Barbiturate (e.g., Amobarbital, Butabarbital, Phenobarbital, Secobarbital) 300 mg /ml
- D. Cocaine 300 mg/ml
- E. Methaqualone (e.g., Quaalude) 300 mg/ml
- F. Opiates (e.g. Codeine, Heroin, Morphine, Mydromophone, Hydrocodone) 300 Mg/ml
- G. Phencyclidine (PCP) 25 Mg/ml
- H. THC (Marijuana) 100 Mg/ml

27.3 Job Applicant Testing: General Standard

All applicants for employment will be required to undergo a drug and alcohol test upon an offer of employment and prior to their final appointment. Any applicant who refuses to consent to a drug and alcohol test will be denied employment with the City. Job applicants will be denied employment with the City if their initial tests reflect the presence of drugs or alcohol above the prescribed limits.

27.4 Current Employee Testing: General Standard

A. The Public Employer may require a current employee to undergo drug and alcohol testing if there is reasonable suspicion that the employee is under the influence of drugs or alcohol during work hours. "Reasonable suspicion" means an articulate belief based on specific facts and reasonable inferences drawn from those facts, which an employee is under the influence of drugs or alcohol. Circumstances which constitute a basis for determining "reasonable suspicion" may include, but are not limited to:

1. A pattern of abnormal or erratic behavior;
2. A work-related accident involving personal injury or property damage which could result in liability of or loss to the Employer;
3. Direct observation of drug or alcohol use;
4. Presence of the physical symptoms of drug or alcohol use (i.e., glassy or bloodshot eyes, alcohol odor on breath, slurred speech, poor coordination and/or reflexes).

B. Supervisors are required to detail in writing the specific facts, symptoms, or observations which formed the basis for their determination that reasonable suspicion existed to warrant the testing of an employee. This documentation shall be forwarded to the appropriate department head or designee, with a copy to the Union. The employee shall be informed by the department head that he has a right to confer with a union representative prior to an exam being administered, however, the absence of an available union representative shall not preclude the Public Employer with proceeding with testing after a reasonable effort has been made to contact a union representative.

27.5 *Supervisor Training*

The Public Employer shall develop a program of training to assist supervisory personnel in identifying drug and alcohol use among employees. Such training will be directed towards helping supervisors recognize the conduct and behavior that give rise to a reasonable suspicion of drug or alcohol use, as well as knowledge of the availability of referral and treatment services.

27.6 *Prior Notice of Testing Policy*

The Public Employer shall provide written notice of its drug and alcohol testing policy to all employees. The notice shall contain the following information.

- A. The need for drug and alcohol testing.
- B. The circumstances under which testing may be required.
- C. The procedures for confirming an initial positive drug test result.
- D. The consequences of a confirmed positive test result.
- E. The consequences of refusing to undergo a drug and alcohol test.
- F. The right to explain a positive test result and the appeal procedures available.
- G. The availability of drug abuse counseling and referral services.

27.7 *Consent*

- A. Before a drug and alcohol test is administered, employees will be asked to sign a consent form authorizing the test and permitting release of test results to those city officials whose job requires direct access to such information. The consent form shall provide space for employees to acknowledge that they have been notified of the Public Employer's drug testing policy and to indicate current or recent use of prescription or over-the-counter medications.
- B. The consent form shall also set forth the following information:
 - 1. The procedure for confirming an initial positive test result.
 - 2. The consequences of a confirmed positive test result.
 - 3. The right to explain a confirmed positive test result.
 - 4. The consequences of refusing to undergo a drug and alcohol test.

27.8 *Refusal to Consent :*

An employee who refuses to consent to a drug and alcohol test when reasonable suspicion of drug or alcohol use has been identified is subject to disciplinary action up to and including termination. The reason (s) for the refusal shall be considered in determining the appropriate disciplinary action.

27.9 *Confirmation of Test Results*

- A. An employee whose drug test yields a positive result shall be given a second test using a gas chromatography /mass spectrometry (GC\MS) test. The second test shall use a portion of the same test sample withdrawn from the employee or applicant for use in the first test.
- B. If the second test confirms the positive test result, the employee shall be notified of the result in writing by the appropriate department Head or designee; the particular substance found and its concentration level.

The following cutoff levels shall be used for the confirmation screening. All levels equal to or exceeding these levels shall be reported as positive:

1. Alcohol (Ethyl)	0.04 g%
2. Amphetamines (e.g., Speed)	500 mg/ml
3. Barbiturates (e.g., Am barbital, But barbital, Phenobarbital, Secobarbital)	150 mg/ml
4. Cocaine	150 mg/ml
5. Methaqualone (e.g., Quaalude)	150mg/ml
6. Opiates (e.g., Codeine, Heroin, Morphine,	300 mg/ml
7. Mydromorphone, Hydrocodone)	
8. Phencyclidine (PCP)	25 mg/ml
9. THC (Marijuana)	15 mg/ml

- C. An employee whose second test confirms the original positive test result may, at the employee's own expense, have a third test conducted on the same sample at a laboratory accredited by the Joint Commission Accreditation of Hospitals (JCAH).

27.10 *Consequences of a Confirmed Positive Test Result*

If an employee's positive test result has been confirmed, the employee is subject to disciplinary action up to and including termination. Factors to be considered in determining the appropriate disciplinary response include the employee's work history, length of employment, current job performance, and the existence of past disciplinary actions. No disciplinary action may be taken against employees who voluntarily identify themselves as drug users, obtain counseling and rehabilitation through an approved Employee Assistance Program (EAP), and thereafter refrain from violating the Public Employer's policy on drug and alcohol abuse.

27.11 *The Right To A Hearing*

- A. If an employee's positive test result has been confirmed, the employee is entitled to a hearing before the City Manager. The employee must make a written request for a hearing to the appropriate department head or designee within fifteen (15) days of receipt by the employee of the confirmation test results. Employees may be represented by legal counsel and/or a union representative, present evidence and witnesses on their behalf, and confront and cross-examine the evidence and witnesses used against them.
- B. No adverse personnel action may be taken against an employee based on a confirmed positive drug test result unless and until the City Manager finds by a preponderance of the evidence that:
 1. The employee's supervisor had reasonable suspicion to believe that the employee was under the influence of drugs or alcohol while on the job.
 2. The employee's drug test results are accurate.
- C. Within twenty (20) days following the close of the hearing, the City Manager shall issue a written decision and a brief summary of the facts and evidence supporting that decision.

27.12 EAP Referral

Upon the first confirmed determination that an employee is under the influence of drugs or alcohol, the Public Employer shall meet with the employee in private and refer the employee to an Employee Assistance Program (EAP) for assessment, counseling, and rehabilitation. Participation in an EAP is mandatory and disciplinary action may be taken against an employee for failure to begin or complete an EAP program. If the employee accepts the offer of rehabilitation, he or she may be placed on leave status until medically cleared to return to work. If employee refuses or fails to participate, it shall be grounds for immediate termination. Upon return to work, the employee will be placed on probation for one (1) year. The probation will include random drug screens, expectation to meet all other job requirements, and encouragement to participate in an EAP Health Maintenance/Relapse Prevention Program. Disciplinary action based on a violation of the Public Employer's drug and alcohol policy is automatically suspended by the employee's participation in an EAP during the first confirmed incident. However, discipline may be reinstated at a later date if such employee incurs a second confirmed incident during the one (1) year probation period.

27.13 Confidentiality of Test Results

All information from an employee's drug and alcohol test is confidential and shall be treated as medical records. Only those whose job requires direct access to such information are to be informed of test results. Disclosure of test results to any other person, agency, or organization is prohibited unless written authorization is obtained from the employee or applicant. The results of a positive drug test shall not be released until the results are confirmed. The records of unconfirmed positive test results and negative test results shall be destroyed by the testing laboratory or the City Manager.

27.14 Privacy In Drug Testing

Urine samples shall be collected in a private restroom stall or similar enclosure so that employees and applicants may not be viewed while providing the sample. Employees and applicants will be given hospital gowns to wear while they are providing these samples in order to ensure that there is no tampering. Street clothes, bags, briefcases, purses, and other containers may not be carried into the test area. The water in the commode shall be colored with blue dye to protect against dilution of test samples.

27.15 *Laboratory Testing Requirements*

The first test and the confirmation test for drug and alcohol testing of employees and applicants shall be conducted at a JCAH accredited medical facility/laboratory selected by the Public Employer. To be considered as a testing site, a medical facility or laboratory must submit in writing a description of the procedures that will be used to maintain test samples. Factors to be considered by the Public Employer in selecting a testing facility include:

- A. Proof of certification (JCAH)
- B. Testing procedures which ensure privacy to employees and applicants consistent with the prevention of tampering.
- C. Methods of analysis which ensure reliable test results, including the use of gas chromatography/mass spectrometry to confirm positive test results.
- D. Chain-of-custody procedures which ensure proper identification, labeling, and handling of test samples.
- E. Retention and storage procedures which ensure reliable results on confirmatory tests of original samples.
- F. Provide assurances that the Laboratory will maintain confidentiality of records.

Infectious Disease Control

27.16 *Reserved.*

27.17 *Reserved.*

27.18 *Reserved.*

27.19 *Reserved.*

27.20 *Reserved.*

27.21 *Training and Education*

The City of Neptune Beach shall provide educational programs regarding AIDS and other infectious diseases utilizing public health sources, for example, HRS. The programs will include, but not be limited to, handling of injuries and exposure of bodily fluids.

ARTICLE 28 - ENTIRE AGREEMENT

28.1 The parties acknowledge that during negotiations which resulted in this Agreement, each had the unlimited right and opportunity to make demands and proposals with respect to any subject or matter not removed by law from the area of collective bargaining, and that the understanding and agreements arrived at by the parties after the exercise of that right and opportunity are set forth in this Agreement. Therefore, the Public Employer and the Union, for the duration of this Agreement, each voluntarily and unqualifiedly waives the right, and each agrees that the other shall not be obligated, to bargain collectively with respect to any subject or matter not specifically referred to or covered in this Agreement, even though such subjects or matters may not have been within the knowledge or contemplation of either or both of the parties at the time they negotiated or signed this Agreement. This Article shall not be construed in any way to restrict the parties from commencing negotiations under the applicable law on any succeeding Agreement to take effect upon termination of this Agreement.

28.2 This Agreement, upon approval and ratification, shall be effective on October 1, 2020, and shall remain in full force and effect through September 30, 2023.

28.3 This Agreement shall be automatically renewed from year to year thereafter unless either party shall notify the other in writing. It is mutually understood by both parties that negotiations should begin by June 1st of that same year. However, both parties agree that failure to provide written notice by June 1st shall not result in the Agreement being automatically renewed without benefit of negotiations. This Agreement shall remain in full force and effect during the period of re-negotiations. That failure to provide written notice by June 1st shall not result in the Agreement being automatically renewed without benefit of negotiations. This Agreement shall remain in full force and effect during the period of re-negotiations.

Appendix A: PAYSCALE

Effective: October 1, 2023		3.5% COLA 10.1.2023						
		MIN	MID	MAX		MIN	MID	MAX
Laborer I	101	\$ 18.63	\$ 23.29	\$ 35.87		\$ 38,750.40	\$ 48,438.00	\$ 74,602.53
Stormwater Laborer I	101	\$ 18.63	\$ 23.29	\$ 35.87		\$ 38,750.40	\$ 48,438.00	\$ 74,602.53
Utility Laborer I	101	\$ 18.63	\$ 23.29	\$ 35.87		\$ 38,750.40	\$ 48,438.00	\$ 74,602.53
Cashier I	102	\$ 19.56	\$ 24.45	\$ 37.65		\$ 40,687.92	\$ 50,856.00	\$ 78,318.24
Inventory Clerk	102	\$ 19.56	\$ 24.45	\$ 37.65		\$ 40,687.92	\$ 50,856.00	\$ 78,318.24
Laborer II	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Stormwater Laborer II	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Utility Laborer II	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Wastewater Treatment Trainee	103	\$ 20.54	\$ 25.68	\$ 39.55		\$ 42,719.04	\$ 53,404.00	\$ 82,258.18
Cashier II	104	\$ 21.57	\$ 26.96	\$ 41.52		\$ 44,859.36	\$ 56,082.00	\$ 86,358.27
Backflow Prevention	105	\$ 22.65	\$ 28.31	\$ 43.60		\$ 47,108.88	\$ 58,890.00	\$ 90,682.59
Carpenter	105	\$ 22.65	\$ 28.31	\$ 43.60		\$ 47,108.88	\$ 58,890.00	\$ 90,682.59
Meter Reader	105	\$ 22.65	\$ 28.31	\$ 43.60		\$ 47,108.88	\$ 58,890.00	\$ 90,682.59
Stormwater Operator	107	\$ 24.97	\$ 31.21	\$ 48.06		\$ 51,940.98	\$ 64,922.00	\$ 99,971.87
Admin. Assistant to Building Official	108	\$ 26.22	\$ 32.78	\$ 50.48		\$ 54,534.48	\$ 68,172.00	\$ 105,000.90
Administrative Assistant	108	\$ 26.22	\$ 32.78	\$ 50.48		\$ 54,534.48	\$ 68,172.00	\$ 105,000.90
Crew Chief	109	\$ 26.22	\$ 32.78	\$ 50.48		\$ 54,534.48	\$ 68,172.00	\$ 105,000.90
Mechanic	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Lift Station Mechanic	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Pump Mechanic	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Water/Wastewater Operator	109	\$ 27.53	\$ 34.41	\$ 52.99		\$ 57,264.48	\$ 71,578.00	\$ 110,222.11
Utility Billing Supervisor/IS Admin	112	\$ 31.66	\$ 39.58	\$ 60.95		\$ 65,851.76	\$ 82,316.00	\$ 126,782.66
Code Enforcement Admin.	112	\$ 31.66	\$ 39.58	\$ 60.95		\$ 65,851.76	\$ 82,316.00	\$ 126,782.66
Maintenance Technician	112	\$ 31.66	\$ 39.58	\$ 60.95		\$ 65,851.76	\$ 82,316.00	\$ 126,782.66
Lead Operator	113	\$ 34.83	\$ 43.54	\$ 67.05		\$ 72,438.08	\$ 90,558.00	\$ 139,467.33
Parks & Streets Supervisor	113	\$ 34.83	\$ 43.54	\$ 67.05		\$ 72,438.08	\$ 90,558.00	\$ 139,467.33
Supervisor Distribution & Collection	113	\$ 34.83	\$ 43.54	\$ 67.05		\$ 72,438.08	\$ 90,558.00	\$ 139,467.33
Plants Division Supervisor	114	\$ 38.31	\$ 47.89	\$ 73.75		\$ 79,691.04	\$ 99,606.00	\$ 153,401.25
Maintenance Supervisor	114	\$ 38.31	\$ 47.89	\$ 73.75		\$ 79,691.04	\$ 99,606.00	\$ 153,401.25

Appendix B: Health Premiums

Effective: January 1, 2024

MONTHLY PREMIUMS	Blue Care Plan 128/129 HMO/ HAS	Blue Options Plan 05302 PPO	Blue Care Plan 50 HMO	Blue Care Plan 58 HMO
Employee Only	\$ 703.94	\$ 745.30	\$ 859.06	\$ 950.75
Employee & Spouse	\$ 1,604.98	\$ 1,699.29	\$ 1,958.65	\$ 2,167.72
Employee & Children	\$ 1,407.88	\$ 1,490.61	\$ 1,718.11	\$ 1,901.51
Family	\$ 2,252.60	\$ 2,384.98	\$ 2,748.99	\$ 3,042.41

EMPLOYER MONTHLY CONTRIBUTIONS	Blue Care Plan 128/129 HMO/ HAS	Blue Options Plan 05302 PPO	Blue Care Plan 50 HMO	Blue Care Plan 58 HMO
Employee Only	\$ 703.94	\$ 745.30	\$ 745.30	\$ 745.30
Employee & Spouse	\$ 1,604.98	\$ 1,699.29	\$ 1,699.29	\$ 1,699.29
Employee & Children	\$ 1,407.88	\$ 1,490.61	\$ 1,490.61	\$ 1,490.61
Family	\$ 2,252.60	\$ 2,384.98	\$ 2,384.98	\$ 2,384.98

EMPLOYEE PAYROLL DEDUCTION	Blue Care Plan 128/129 HMO/ HAS	Blue Options Plan 05302 PPO	Blue Care Plan 50 HMO	Blue Care Plan 58 HMO
Employee Only	\$ -	\$ -	\$ 52.50	\$ 94.82
Employee & Spouse	\$ -	\$ -	\$ 119.70	\$ 216.20
Employee & Children	\$ -	\$ -	\$ 105.00	\$ 189.65
Family	\$ -	\$ -	\$ 168.00	\$ 303.43

SIGNATURE PAGE

IN WITNESS WHEREOF, that parties have set their signatures this _____ day of October 2023.

FOR THE UNION:

FOR THE PUBLIC EMPLOYER:

Ronnie Burris, LOCAL630
Business Manager

Richard J. Pike, City Manager

Angie Bridges, LOCAL630

Zachary Roth, City Attorney

Michael Johnson, LOCAL630

John Lewis, LOCAL 630

Paul Williams, LOCAL630



Special Meeting
 Agenda Item #6F
 CDB Appointments

**CITY OF NEPTUNE BEACH
 CITY COUNCIL MEETING
 STAFF REPORT**

AGENDA ITEM:	Resolution No. 2023-12, CDB Appointments																						
SUBMITTED BY:	City Clerk Catherine Ponson																						
DATE:	09-27-2023																						
BACKGROUND:	<p>The Community Development Board consists of 7 regular members and 3 alternate members. Listed below are the CDB Members:</p> <table border="1" data-bbox="560 903 1242 1323"> <thead> <tr> <th><u>Regular Members</u></th> <th><u>Term Expires</u></th> </tr> </thead> <tbody> <tr> <td>René Atayan</td> <td>01/04/2025</td> </tr> <tr> <td>William Hilton</td> <td>09/04/2024</td> </tr> <tr> <td>Charlie Miller</td> <td>09/04/2024</td> </tr> <tr> <td>William Randolph</td> <td>07/05/2023*</td> </tr> <tr> <td>Jonathan Raiti</td> <td>09/04/2024</td> </tr> <tr> <td>Greg Schwartzenberger</td> <td>01/04/2025</td> </tr> <tr> <th><u>Alternate Members</u></th> <td></td> </tr> <tr> <td>Marc Boran</td> <td>02/06/2024</td> </tr> <tr> <td>Rhonda Charles</td> <td>02/06/2024</td> </tr> <tr> <td>Tony Mazzola</td> <td>02/06/2024</td> </tr> </tbody> </table> <p>Bob Frosio termed out in July (vacant) and William Randolph has requested to be reappointed to his second term.</p>	<u>Regular Members</u>	<u>Term Expires</u>	René Atayan	01/04/2025	William Hilton	09/04/2024	Charlie Miller	09/04/2024	William Randolph	07/05/2023*	Jonathan Raiti	09/04/2024	Greg Schwartzenberger	01/04/2025	<u>Alternate Members</u>		Marc Boran	02/06/2024	Rhonda Charles	02/06/2024	Tony Mazzola	02/06/2024
<u>Regular Members</u>	<u>Term Expires</u>																						
René Atayan	01/04/2025																						
William Hilton	09/04/2024																						
Charlie Miller	09/04/2024																						
William Randolph	07/05/2023*																						
Jonathan Raiti	09/04/2024																						
Greg Schwartzenberger	01/04/2025																						
<u>Alternate Members</u>																							
Marc Boran	02/06/2024																						
Rhonda Charles	02/06/2024																						
Tony Mazzola	02/06/2024																						
BUDGET:	N/A																						
RECOMMENDATION:	Consider the attached applications for appointment to the Community Development Board and adopt a resolution appointing members to the board																						
ATTACHMENT:	<u>CDB Applications</u> -Corrine Bylund, Tim Horvath, Coleman Lay, Jessica Otto, Lynda Padrta, Brent Rogers, and Gabriel Wahila																						



CITY OF NEPTUNE BEACH

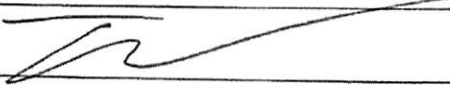
Board Membership Application

Name: Corrine A. Bylund		
Address: 1611 Arrowhead Trail, Neptune Beach, FL 32266		
Mobile Phone: 904-864-6719	Work Phone: 904-728-4644	
Email address: corrine@bylundlaw.com		
Occupation: Attorney	Place of Employment: Bylund Law, PLLC	
How long have you lived in the City? Since May 2015		
Education		
High School: Southern Door High School, Brussels, WI	Major	Did you graduate?
College: University of Wisconsin - Green Bay	Public Admin	Yes
Graduated from Florida Coastal School of Law with Juris Doctor in 2005		
What are your hobbies and interests?		
Travel, gardening, scuba diving, history and geneology.		
Which Board do you desire to serve on? (see back for description)		
XX	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I am an attorney and understand codes and enforcement. I am also a resident who understands a homeowner's desire to improve his property.		
Provide a brief explanation of your interest in being appointed to this board.		
I am interested in joining the Community Development Board because preserving the integrity of our small beach town is of great public importance and of importance to me personally as a property owner and parent of a child being raised here. My education in public administration and the law makes me uniquely qualified for serving on this board.		
Are you available one night per month?		
Yes.		
Are you a registered voter? Yes.		
Signature: <i>Corrine A. Bylund</i>		Date: 7/13/2023



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Tim Horvath		
Address: 611 2nd St, 32266		
Mobile Phone: 904-955-6338	Work Phone:	
Email address: Thorvath08@Gmail.com		
Occupation: Anesthesia Provider	Place of Employment: HCA OPMC	
How long have you lived in the City? Jacksonville FL - 3yrs, Neptune Beach - 7mths		
Education Doctorate	Major	Did you graduate?
High School:	CRNA	Yes
College:		
What are your hobbies and interests? Spike ball, philanthropic involvement, meaningful social functions, time with friends, Family,		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board. Please See Attached Document		
Provide a brief explanation of your interest in being appointed to this board. Neptune is a great community with so much to offer. As a young adult who has recently moved here I would like to be involved in making sure NB maintains the aspects that make it great and a desirable place to call home		
Are you available one night per month? yes		
Are you a registered voter? Yes		
Signature: 	Date: 7/10/2022	



CITY OF NEPTUNE BEACH


Board Membership Application

Name: Coleman Lay		
Address: 900 Lincoln Rd. Neptune Beach, FL. 32266		
Mobile Phone: 904.945.5696	Work Phone:	
Email address: coleman.lay@duckworthconstruction.com		
Occupation: General Contractor	Place of Employment: Lay Duckworth Construction	
How long have you lived in the City? 5 years		
Education Auburn University Bachelor of Science in Building Constructiobn	Major	Did you graduate?
High School: The Bolles School		yes
College:		yes
What are your hobbies and interests?		
Fishing/ hunting, wood working, anything outdoors, hospitality industry, construction and development		
Which Board do you desire to serve on? (see back for description)		
x	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I am a native to Jacksonville and have lived out at the beaches a good portion of my life, and now have own my own home in Neptune Beach <input checked="" type="checkbox"/>		
I own a Commercial Construction company that serves North East Florida. I am very familiar with the permitting process and what is involved in getting a project off the ground.		
I am involved in a commercial real-estate group called NAIOP (North East Florida Chapter).		
I assume I will be younger than most board members and I think it is important to have a range of ages on a board.		
Provide a brief explanation of your interest in being appointed to this board.		
I realize there is something very special about Neptune Beach and I would like to be able to play a role in improving/maintaining the gem that it is		
I am eager to further learn development processes		
I am eager to meet like minded people and businesses in the beaches area		
Are you available one night per month?		
yes		
Are you a registered voter? yes		
Signature: Coleman Lay	Date: 3/27/2023	



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Jessica Otto		
Address: 428 South St		
Mobile Phone: 904-254-8713	Work Phone:	
Email address: jessicaotto7@gmail.com		
Occupation: Speech-Language Pathologist	Place of Employment: Atlantic Speech Therapy and Florida Kids Therapy Services	
How long have you lived in the City?		
10 years		
Education	Major	Did you graduate?
High School: Providence		Yes, 2004
College: Florida State University	MS in COMD	Yes, 2011
What are your hobbies and interests?		
My favorite hobby is spending time at the beach with my family and friends. I also enjoy being active, reading, and the arts.		
Which Board do you desire to serve on? (see back for description)		
X	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
Since 2010 I have owned my own business that in 2017 grew into two business providing pediatric therapy to Northeast Florida. My experience as an owner has helped sharpen my critical thinking skills and learning to consider multiple sides of issues. My family has also renovated our home twice and walked through that process.		
Provide a brief explanation of your interest in being appointed to this board.		
If appointed to this board, my hope is to maintain the character of Neptune Beach. My father was raised in Jacksonville Beach and I was raised in Atlantic Beach and I desire to see the beaches remain a wonderful place for families to grow.		
Are you available one night per month?		
Yes.		
Are you a registered voter? Yes		
Signature:		Date: 6/28/2023



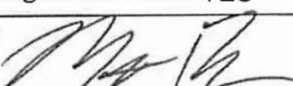
CITY OF NEPTUNE BEACH

Board Membership Application

Name: Lynda Padrta		
Address: 1113 1 st Street, Neptune Beach		
Mobile Phone: 904-234-7007	Work Phone:	
Email address: LPadrta.conb@gmail.com		
Occupation: Retired	Place of Employment:	
How long have you lived in the City? since 11/1/1997		
Education	Major	Did you graduate?
High School:	H.S.	yes
College:	BA-AIS (Accounting Information Systems)	yes
What are your hobbies and interests? home renovation, technology, travel, community volunteering, writing, etc painting, crochet, gardening		
Which Board do you desire to serve on? (see back for description)		
	Community Development Board <input checked="" type="checkbox"/>	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board. I have been a property owner /home owner since 1999. I have managed and/or owned rental property for many years I participated in city building code re-write in 1999-2001 and the most recent re-write		
Provide a brief explanation of your interest in being appointed to this board. I would like to help ensure development is done as per our code and benefits our community.		
Are you available one night per month? yes		
Are you a registered voter? yes		
Signature: Lynda Padrta		Date: 7/24/2023



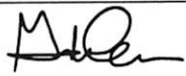
CITY OF NEPTUNE BEACH Board Membership Application

Name: Brent Rogers		
Address: 1932 Strickland Road, Neptune Beach, FL		
Mobile Phone: 904-228-2579	Work Phone: 904-228-2579	
Email address: brentrogers86@gmail.com		
Occupation: Director, Development Services	Place of Employment: VanTrust Real Estate	
How long have you lived in the City? ~28 years (effectively my entire life other than college and a few years for work until I bought my house here)		
Education Bachelor of Science and Master of Science	Major	Did you graduate?
High School: Duncan U Fletcher		YES
College: University of Florida	Building Construction	YES
What are your hobbies and interests?		
Weight lifting, running, options and futures markets		
Which Board do you desire to serve on? (see back for description)		
YES	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I started full-time employment after graduation in project management Sauer Incorporated, a contractor based here in Jacksonville.		
I worked on a variety of construction projects for diverse customers including the US Army Corps of Engineers, Naval Facilities Engineering Command, NASA, and private developers.		
Project valuation has ranged from less than \$5M to over \$35M and using a variety of contract delivery methods (bid-build, design-build, CM). Through my employment		
I have extensive experience in designing, permitting, and building projects. I understand issues that arise in designing and permitting projects and special circumstances of the type that may come to the board.		
Since 2020, I joined a VanTrust Real Estate and am developing a large industrial park in Bryan County, GA (west of Savannah). I have pursued rezoning, variances, various permits,		
and other administrative relief through that board, so I am familiar with the types of issues that may be presented to the board. I have over 2,000,000 SF of buildings under construction across 300+ acres.		
Provide a brief explanation of your interest in being appointed to this board.		
I've lived in Neptune Beach nearly my entire life, am a Fletcher graduate, and am a homeowner here. I am a stakeholder in NB and plan to stay here.		
I believe my education and work experience in construction and real estate development would be helpful in evaluating matters presented to the board.		
I wish to volunteer my time to help keep Neptune Beach the best place to live and where my children would want to live and work as they get older.		
Are you available one night per month?		
YES		
Are you a registered voter? YES		
Signature: 	Date: 11/4/22	



CITY OF NEPTUNE BEACH

Board Membership Application

Name: Gabriel Wahila		
Address: 607 Valley Forge Rd E, Neptune Beach, FL 32266		
Mobile Phone: 904.451.4744	Work Phone:	
Email address: gabrielwahila@gmail.com		
Occupation: DIRECTOR OF HOME DESIGN + CONSTRUCTION	Place of Employment: SIMPLE LIFE	
How long have you lived in the City?		
I was born and raised in Jacksonville and have traveled and lived all over the US. My family and I move		
Education	Major	Did you graduate?
High School: BISHOP KENNY HIGH SCHOOL, JACKSONVILLE, FL	N/A	Y
College: UNIVERSITY OF NOTRE DAME	Bachelors of Architecture	Y
What are your hobbies and interests?		
Family, community, travel, design, the outdoors, reading, food + wine, sports, music, plants...		
Which Board do you desire to serve on? (see back for description)		
X	Community Development Board	
	Police Retirement Fund Board	
Please explain what qualifications, employment or volunteer, you possess that is relevant to this board.		
I volunteered and served on the Residential Design Review Board for the Village of Panther Creek (The and Board Member for Nevada Youth Network (Las Vegas, NV non-profit). My education and career ch and seeking creative solutions to challenges. The architectural education and degree I received from N and instilled in me an ethos of engaging in service, giving back to the community I call home, and looki our shared surroundings. I am very confident using and understanding building codes, zoning ordinance		
Provide a brief explanation of your interest in being appointed to this board.		
I have a passion for understanding what makes a place feel special. Everything - the details of a street, community interaction, lighting, landscaping, building scale and massing, and planning for a variety of surroundings. Good streets, successful urban centers, active park spaces and a tangible sense of community happen by accident - they are intentional, and when well-planned and executed, they positively affect and visitors. I would consider it a privilege to serve the City of Neptune Beach as a member of the Com		
Are you available one night per month?		
Yes		
Are you a registered voter? Yes		
Signature: 	Date: 12.16.22	



**Special Meeting
 Agenda Item #6G
 Res. No. 2023-13, SRF Application**

**CITY OF NEPTUNE BEACH
 CITY COUNCIL MEETING
 STAFF REPORT**

AGENDA ITEM:	Resolution No. 2023-13, Authorizing State Revolving Loan Application
SUBMITTED BY:	Public Works Director Deryle Calhoun
DATE:	October 11, 2023
BACKGROUND:	The City is seeking State Revolving Fund Loan for Lead Service Line Inventory and Replacement. A resolution adopted by Council is required. The resolution must pledge revenues and reference existing senior liens. Resolution No. 2023-13 references the City's Water and Sewer Revenue Note, Series 2013A.
BUDGET:	
RECOMMENDATION:	Consider adoption of Resolution No. 2023-13
ATTACHMENT:	Resolution No. 2023-13



RESOLUTION NO. 2023-13

A RESOLUTION OF CITY OF THE CITY OF NEPTUNE BEACH, FLORIDA, RELATING TO THE STATE REVOLVING FUND LOAN PROGRAM; MAKING FINDINGS; AUTHORIZING THE LOAN APPLICATION; AUTHORIZING THE LOAN AGREEMENT; ESTABLISHING PLEDGED REVENUES; DESIGNATING AUTHORIZED REPRESENTATIVES; PROVIDING ASSURANCES; PROVIDING FOR CONFLICTS, SEVERABILITY, AND EFFECTIVE DATE

WHEREAS, Florida Statutes provide for loans to local government agencies to finance the construction of wastewater treatment facilities; and

WHEREAS, Florida Administrative Code rules require authorization to apply for loans, to establish pledged revenues, to designate an authorized representative; to provide assurances of compliance with loan program requirements; and to enter into a loan agreement; and

WHEREAS, the State Revolving Fund loan priority list designates Project No. LS 16012 as eligible for available funding; and

WHEREAS; the City of Neptune Beach, Florida, intends to enter into a loan agreement with the Department of Environmental Protection under the State Revolving Fund for project financing.

NOW, THEREFORE, BE IT RESOLVED BY THE CITY COUNCIL OF THE CITY OF NEPTUNE BEACH, FLORIDA, AS FOLLOWS:

SECTION I. The foregoing findings are incorporated herein by reference and made a part hereof.

SECTION II. The City of Neptune Beach, Florida, is authorized to apply for a loan to finance the Project.

SECTION III. The revenues pledged for the repayment of the loan are net water and sewer system revenues after payment of debt service on the City's Series 2013A Water and Sewer Revenue Note.

SECTION IV. The City Manager is hereby designated as the authorized representative to provide the assurances and commitments required by the loan application.

SECTION V. The Mayor is hereby designated as the authorized representative to execute the loan agreement which will become a binding obligation in accordance with its terms when signed by both parties. The Mayor is authorized to represent the City in carrying out the City's responsibilities under the loan agreement. The Mayor is authorized to delegate responsibility to appropriate City staff to carry out technical, financial, and administrative activities associated with the loan agreement.

SECTION VI. The legal authority for borrowing moneys to construct this Project is Section 403.8532, Florida Statutes.

SECTION VII. All resolutions or part of Resolutions in conflict with any of the provisions of this Resolution are hereby repealed.

SECTION VIII. If any section or portion of a section of this Resolution proves to be invalid, unlawful, or unconstitutional, it shall not be held to invalidate or impair the validity, force, or effect of any other section or part of this Resolution.

SECTION IX. This Resolution shall become effective immediately upon its passage and adoption.

PASSED and ADOPTED this ____ day of _____, 2023

ATTEST

APPROVED AS TO FORM AND
LEGALITY

City Clerk

City Attorney

Mayor



**Workshop Agenda Item #5A
Proposed Ordinance
Floodplain Regulations**

**CITY OF NEPTUNE BEACH
CITY COUNCIL MEETING
STAFF REPORT**

AGENDA ITEM:	Chapter 30: Floodplains Code Update Workshop
SUBMITTED BY:	Heather Whitmore, AICP, Community Development Director
DATE:	October 11, 2023
BACKGROUND:	<p>The purpose of this ordinance update is to comply with The National Flood Insurance Program's (NFIP) Community Rating System (CRS) Class 8 minimum standards and Florida Department of Environmental Management (FDEM) model code minimum standards.</p> <p>The following outline highlights all pending code revisions required by FDEM:</p> <ol style="list-style-type: none"> 1. LDC Chapter 27 Article I: Section 27-15 “Definitions” <ol style="list-style-type: none"> a. Remove all flood hazard regulatory definitions 2. LDC Chapter 27 Article III “Administrative and Enforcement Procedures”: Division 8. Variances: Section 27-150 and 27-151 <ol style="list-style-type: none"> a. Remove Section 27-150 “Special provisions for variances and appeals regarding floodplain regulations” to be relocated to Chapter 30 Floodplains b. Remove Section 27-151 “Special provisions where floodplain variances are sought for historically significant properties” 3. Chapter 30 Floodplains: Article I <ol style="list-style-type: none"> a. Section 30-2. “Definitions” <ol style="list-style-type: none"> i. Insert all required flood hazard regulatory definitions, removed from LDC Section 27-15 “Definitions” b. Section 30-6 (c). “Site plans and construction documents.” – <ol style="list-style-type: none"> i. Increase base flood elevation in areas without an established base flood elevation from 2 feet to 3 feet above highest grade c. Section 30-6 (d). “Site plans and construction documents.” <ol style="list-style-type: none"> i. Clarify when additional analysis and certifications are required in V-zones/Coastal High Hazard Areas d. Section 30-8 “Variances and appeals.” <ol style="list-style-type: none"> i. Insert relocated “Special provisions for variances and appeals regarding floodplain regulations” from LDC Section 27-150

	<ul style="list-style-type: none"> ii. Insert “Special provisions where floodplain variances are sought for historically significant properties” from LDC Section 27-151 e. Section 30-10: “Building and structures.” <ul style="list-style-type: none"> i. State that manufactured homes are not permitted in the Special Flood Hazard Area (SFHA) ii. Manufactured homes are not permitted in Neptune Beach f. General <ul style="list-style-type: none"> i. Remove all references to floodway because Neptune Beach does not have any regulatory floodways
BUDGET:	NA
RECOMMENDATION:	Review and discuss pending Chapter 30: Floodplains ordinance updates as a needed
ATTACHMENT:	1. Proposed revised Chapter 30: Floodplains, Strikethrough and Underline

Chapter 30 FLOODPLAINS

ARTICLE I. FLOODPLAIN MANAGEMENT

Sec. 30-1. In general.

- (a) *Title.* These regulations shall be known as the Floodplain Management Ordinance of City of Neptune Beach, hereinafter referred to as "this article."
- (b) *Scope.* The provisions of this article shall apply to all development that is wholly within or partially within any flood hazard area, including but not limited to, the subdivision of land; filling, grading, and other site improvements and utility installations; construction, alteration, remodeling, enlargement, improvement, replacement, repair, relocation or demolition of buildings, structures, and facilities that are exempt from the Florida Building Code; ~~placement, installation, or replacement of manufactured homes and manufactured buildings~~; installation or replacement of tanks; placement of recreational vehicles; installation of swimming pools; and any other development.
- (c) *Intent.* The purposes of this article and the flood load and flood-resistant construction requirements of the Florida Building Code are to establish minimum requirements to safeguard the public health, safety and general welfare and to minimize public and private losses due to flooding through regulation of development in flood hazard areas to:
- (1) Minimize unnecessary disruption of commerce, access and public service during times of flooding;
 - (2) Require the use of appropriate construction practices in order to prevent or minimize future flood damage;
 - (3) Manage filling, grading, dredging, mining, paving, excavation, drilling operations, storage of equipment or materials, and other development which may increase flood damage or erosion potential;
 - (4) Manage the alteration of flood hazard areas, ~~watercourses~~, and shorelines to minimize the impact of development on the natural and beneficial functions of the floodplain;
 - (5) Minimize damage to public and private facilities and utilities;
 - (6) Help maintain a stable tax base by providing for the sound use and development of flood hazard areas;
 - (7) Minimize the need for future expenditure of public funds for flood control projects and response to and recovery from flood events; and
 - (8) Meet the requirements of the National Flood Insurance Program for community participation as set forth in the Title 44 Code of Federal Regulations, Section 59.22.
- (d) *Coordination with the Florida Building Code.* This article is intended to be administered and enforced in conjunction with the Florida Building Code. Where cited, ASCE 24 refers to the edition of the standard that is referenced by the Florida Building Code.
- (e) *Warning.* The degree of flood protection required by this article and the Florida Building Code, as amended by this community, is considered the minimum reasonable for regulatory purposes and is based on scientific and engineering considerations. Larger floods can and will occur. Flood heights may be increased by manmade or natural causes. This article does not imply that land outside of mapped special flood hazard areas, or that uses permitted within such flood hazard areas, will be free from flooding or flood damage. The flood hazard areas and base flood elevations contained in the Flood Insurance Study and shown on Flood Insurance Rate Maps and the requirements of Title 44 Code of Federal Regulations, Sections 59 and 60 may

be revised by the Federal Emergency Management Agency, requiring this community to revise these regulations to remain eligible for participation in the National Flood Insurance Program. No guaranty of vested use, existing use, or future use is implied or expressed by compliance with this article.

- (f) *Disclaimer of liability.* This article shall not create liability on the part of City of Neptune Beach or by any officer or employee thereof for any flood damage that results from reliance on this article or any administrative decision lawfully made thereunder.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30 -2. Definitions

- (a) Scope. Unless otherwise expressly stated, the following words and terms shall, for the purposes of this section, have the meanings shown in this section.
- (b) Terms defined in the Florida Building Code. Where terms are not defined in this article and are defined in the Florida Building Code, such terms shall have the meanings ascribed to them in that code.
- (c) Terms not defined. Where terms are not defined in this article or the Florida Building Code, such terms shall have ordinarily accepted meanings such as the context implies.
- (1) **Appeal.** A request for a review of the floodplain administrator's interpretation of any provision of this article or a request for a variance.
- (2) **ASCE 24.** A standard titled Flood Resistant Design and Construction that is referenced by the Florida Building Code. ASCE 24 is developed and published by the American Society of Civil Engineers, Reston, VA.
- (3) **Base flood.** A flood having a 1 -percent chance of being equaled or exceeded in any given year. [Also defined in FBC, B, Section 202.] The base flood is commonly referred to as the "100-year flood" or the "1 - percent-annual chance flood."
- (4) **Base flood elevation.** The elevation of the base flood, including wave height, relative to the National Geodetic Vertical Datum (NGVD), North American Vertical Datum (NAVD) or other datum specified on the Flood Insurance Rate Map (FIRM). [Also defined in FBC, B, Section 202.]
- (5) **Basement.** The portion of a building having its floor subgrade (below ground level) on all sides. [Also defined in FBC, B, Section 202.]
- (6) **Coastal construction control line.** The line established by the State of Florida pursuant to section 161.053, F.S., and recorded in the official records of the community, which defines that portion of the beach-dune system subject to severe fluctuations based on a 100-year storm surge, storm waves or other predictable weather conditions.
- (7) **Coastal high hazard area.** A special flood hazard area extending from offshore to the inland limit of a primary frontal dune along an open coast and any other area subject to high velocity wave action from storms or seismic sources. Coastal high hazard areas are also referred to as "high hazard areas subject to high velocity wave action" or "V Zones" and are designated on Flood Insurance Rate Maps (FIRM) as Zone VI-V30, VE, or V.
- (8) **Design flood.** The flood associated with the greater of the following two areas: [Also defined in FBC, B, Section 202.]
- a. Area with a floodplain subject to a 1-percent or greater chance of flooding in any year; or
- b. Area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.

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- (9) **Design flood elevation.** The elevation of the "design flood," including wave height, relative to the datum specified on the community's legally designated flood hazard map. In areas designated as Zone AO, the design flood elevation shall be the elevation of the highest existing grade of the building's perimeter plus the depth number (in feet) specified on the flood hazard map. In areas designated as Zone AO where the depth number is not specified on the map, the depth number shall be taken as being equal to two (2) feet. [Also defined in FBC, B, Section 202.]
- (10) **Development.** Any man-made change to improved or unimproved real estate, including but not limited to, buildings or other structures, tanks, temporary structures, temporary or permanent storage of equipment or materials, mining, dredging, filling, grading, paving, excavations, drilling operations or any other land disturbing activities.
- (11) **Existing building and existing structure.** Any buildings and structures for which the "start of construction" commenced before March 15, 1977. [Also defined in FBC, B, Section 202.]
- (12) **Federal Emergency Management Agency (FEMA).** The federal agency that, in addition to carrying out other functions, administers the National Flood Insurance Program.
- (13) **Flood or flooding.** A general and temporary condition of partial or complete inundation of normally dry land from: [Also defined in FBC, B, Section 202.]
- a. The overflow of inland or tidal waters.
 - b. The unusual and rapid accumulation or runoff of surface waters from any source.
- (14) **Flood damage-resistant materials.** Any construction material capable of withstanding direct and prolonged contact with floodwaters without sustaining any damage that requires more than cosmetic repair. [Also defined in FBC, B, Section 202.]
- (15) **Flood hazard area.** The greater of the following two areas: [Also defined in FBC, B, Section 202.]
- a. The area within a floodplain subject to a 1-percent or greater chance of flooding in any year.
 - b. The area designated as a flood hazard area on the community's flood hazard map, or otherwise legally designated.
- (16) **Flood Insurance Rate Map (FIRM).** The official map of the community on which the Federal Emergency Management Agency has delineated both special flood hazard areas and the risk premium zones applicable to the community. [Also defined in FBC, B, Section 202.]
- (17) **Flood Insurance Study (FIS).** The official report provided by the Federal Emergency Management Agency that contains the Flood Insurance Rate Map, the Flood Boundary and Flood way Map (if applicable), the water surface elevations of the base flood, and supporting technical data. [Also defined in FBC, B, Section 202.]
- (18) **Floodplain administrator.** The office or position designated and charged with the administration and enforcement of this article (may be referred to as the Floodplain Manager).
- (19) **Floodplain development permit or approval.** An official document or certificate issued by the community, or other evidence of approval or concurrence, which authorizes performance of specific development activities that are located in flood hazard areas and that are determined to be compliant with this article.
- (20) **Florida Building Code.** The family of codes adopted by the Florida Building Commission, including: Florida Building Code, Building; Florida Building Code, Residential; Florida Building Code, Existing Building; Florida Building Code, Mechanical; Florida Building Code, Plumbing; Florida Building Code, Fuel Gas.
- (21) **Functionally dependent use.** A use which cannot perform its intended purpose unless it is located or carried out in close proximity to water, including only docking facilities, port facilities that are necessary for the loading and unloading of cargo or passengers, and ship building and ship repair facilities; the term does not include long-term storage or related manufacturing facilities.
- (22) **Highest adjacent grade.** The highest natural elevation of the ground surface prior to construction next to the proposed walls or foundation of a structure.

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- (23) **Historic structure.** Any structure that is determined eligible for the exception to the flood hazard area requirements of the Florida Building Code. Existing Building, Chapter 12 Historic Buildings.
- (24) **Letter of Map Change (LOMC).** An official determination issued by FEMA that amends or revises an effective Flood Insurance Rate Map or Flood Insurance Study. Letters of Map Change include:
- i. **Letter of Map Amendment (LOMA).** An amendment based on technical data showing that a property was incorrectly included in a designated special flood hazard area. A LOMA amends the current effective Flood Insurance Rate Map and establishes that a specific property, portion of a property, or structure is not located in a special flood hazard area.
 - ii. **Letter of Map Revision (LOMR).** A revision based on technical data that may show changes to flood zones, flood elevations, special flood hazard area boundaries and floodway delineations, and other planimetric features.
 - iii. **Letter of Map Revision Based on Fill (LOMR-F).** A determination that a structure or parcel of land has been elevated by fill above the base flood elevation and is, therefore, no longer located within the special flood hazard area. In order to qualify for this determination, the fill must have been permitted and placed in accordance with the community's floodplain management regulations.
 - iv. **Conditional Letter of Map Revision (CLOMR).** A formal review and comment as to whether a proposed flood protection project or other project complies with the minimum NFIP requirements for such projects with respect to delineation of special flood hazard areas. A CLOMR does not revise the effective Flood Insurance Rate Map or Flood Insurance Study; upon submission and approval of certified as-built documentation, a Letter of Map Revision may be issued by FEMA to revise the effective FIRM.
- (25) **Lowest floor.** The lowest floor of the lowest enclosed area of a building or structure, including basement, but excluding any unfinished or flood-resistant enclosure, other than a basement, usable solely for vehicle parking, building access or limited storage provided that such enclosure is not built so as to render the structure in violation of the non-elevation requirements of the Florida Building Code or ASCE 24. [Also defined in FBC, B, Section 202.]
- (26) **Market value.** The value of buildings and structures, excluding the land and other improvements on the parcel. Market value is the Actual Cash Value (in-kind replacement cost depreciated for age, wear and tear, neglect, and quality of construction) determined by a qualified independent appraiser, or tax assessment value adjusted to approximate market value by a factor provided by the County Property Appraiser.
- (27) **New construction.** For the purposes of administration of this article and the flood resistant construction requirements of the Florida Building Code, structures for which the "start of construction" commenced on or after March 15, 1977 and includes any subsequent improvements to such structures.
- (28) **Sand dunes.** Naturally occurring accumulations of sand in ridges or mounds landward of the beach.
- (29) **Special flood hazard area.** An area in the floodplain subject to a one (1) percent or greater chance of flooding in any given year. Special flood hazard areas are shown on FIRMs as Zone A, AO, AI-A30, AE, A99, AH, VI-V30, VE or V. [Also defined in FBC, B Section 202.]
- (30) **Start of construction.** The date of issuance for new construction and substantial improvements to existing structures, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within one hundred eighty (180) days of the date of the issuance. The actual start of construction means either the first placement of permanent construction of a building (including a manufactured home) on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns.
- Permanent construction does not include land preparation (such as clearing, grading, or filling), the installation of streets or walkways, excavation for a basement, footings, piers, or foundations, the erection of temporary forms or the installation of accessory buildings such as garages or sheds not

occupied as dwelling units or not part of the main buildings. For a substantial improvement, the actual "start of construction" means the first alteration of any wall, ceiling, floor or other structural part of a building, whether or not that alteration affects the external dimensions of the building. [Also defined in FBC, B Section 202.]

(31) Substantial damage. Damage of any origin sustained by a building or structure whereby the cost of restoring the building or structure to its before-damaged condition would equal or exceed fifty (50) percent of the market value of the building or structure before the damage occurred. [Also defined in FBC, B Section 202.]

(32) Substantial improvement. Any combination of repair, reconstruction, rehabilitation, addition, or other improvement of a building or structure taking place during a five-year period, the cumulative cost of which equals or exceeds 50 percent of the market value of the building or structure before the improvement or repair is started. For each building or structure, the five-year period begins on the date of the first improvement or repair of that building or structure subsequent to November 2, 2018. If the structure has incurred "substantial damage," any repairs are considered substantial improvement regardless of the actual repair work performed. The term does not, however, include either: (Also defined in FBC, B, Section 202.)

1. Any project for improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions

2. Any alteration of a historic structure provided the alteration will not preclude the structure's continued designation as a historic structure.

(33) Variance. A grant of relief from the requirements of this article, or the flood resistant construction requirements of the Florida Building Code, which permits construction in a manner that would not otherwise be permitted by this article or the Florida Building Code.

Sec. 30-~~23~~. Applicability.

- (a) *General.* Where there is a conflict between a general requirement and a specific requirement, the specific requirement shall be applicable.
- (b) *Areas to which this article applies.* This article shall apply to all flood hazard areas within the City of Neptune Beach, as established in subsection (c) of this section.
- (c) *Basis for establishing flood hazard areas.* The Flood Insurance Study for Duval County, Florida and Incorporated Areas, dated November 2, 2018 ~~June 3, 2013~~ and all subsequent amendments and revisions, and the accompanying Flood Insurance Rate Maps (FIRM), and all subsequent amendments and revisions to such maps, are adopted by reference as a part of this article and shall serve as the minimum basis for establishing flood hazard areas. Studies and maps that establish flood hazard areas are on file at the City Hall in the Planning and Community Development Department of Neptune Beach.
- (d) *Submission of additional data to establish flood hazard areas.* To establish flood hazard areas and base flood elevations, pursuant to section 30-~~65~~ of this article the floodplain administrator may require submission of additional data. Where field surveyed topography prepared by a Florida licensed professional surveyor or digital topography accepted by the community indicates that ground elevations:
 - (1) Are below the closest applicable base flood elevation, even in areas not delineated as a special flood hazard area on a FIRM, the area shall be considered as flood hazard area and subject to the requirements of this article and, as applicable, the requirements of the Florida Building Code.
 - (2) Are above the closest applicable base flood elevation, the area shall be regulated as special flood hazard area unless the applicant obtains a letter of map change that removes the area from the special flood hazard area.

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- (e) *Other laws.* The provisions of this article shall not be deemed to nullify any provisions of local, state or federal law.
 - (f) *Abrogation and greater restrictions.* This article supersedes any ordinance in effect for management of development in flood hazard areas. However, it is not intended to repeal or abrogate any existing ordinances, including but not limited to, land development regulations, zoning ordinances, stormwater management regulations, or the Florida Building Code. In the event of a conflict between this article and any other ordinance, the more restrictive shall govern. This article shall not impair any deed restriction, covenant or easement, but any land that is subject to such interests shall also be governed by this article.
 - (g) *Interpretation.* In the interpretation and application of this article, all provisions shall be:
 - (1) Considered as minimum requirements;
 - (2) Liberally construed in favor of the governing body; and
 - (3) Deemed neither to limit nor repeal any other powers granted under state statutes.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-34. Duties and powers of the floodplain administrator.

- (a) *Designation.* The city manager or designee is designated as the floodplain administrator. The floodplain administrator may delegate performance of certain duties to other employees.
- (b) *General.* The floodplain administrator is authorized and directed to administer and enforce the provisions of this article. The floodplain administrator shall have the authority to render interpretations of this article consistent with the intent and purpose of this article and may establish policies and procedures in order to clarify the application of its provisions. Such interpretations, policies, and procedures shall not have the effect of waiving requirements specifically provided in this article without the granting of a variance pursuant to section [30-8 of this article](#)~~27-150 in chapter 27~~.
- (c) *Applications and permits.* The floodplain administrator, in coordination with other pertinent offices of the community, shall:
 - (1) Review applications and plans to determine whether proposed new development will be located in flood hazard areas;
 - (2) Review applications for modification of any existing development in flood hazard areas for compliance with the requirements of this article;
 - (3) Interpret flood hazard area boundaries where such interpretation is necessary to determine the exact location of boundaries; a person contesting the determination shall have the opportunity to appeal the interpretation;
 - (4) Provide available flood elevation and flood hazard information;
 - (5) Determine whether additional flood hazard data shall be obtained from other sources or shall be developed by an applicant;
 - (6) Review applications to determine whether proposed development will be reasonably safe from flooding;
 - (7) Issue floodplain development permits or approvals for development other than buildings and structures that are subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code, when compliance with this article is demonstrated, or disapprove the same in the event of noncompliance; and

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(Supp. No. 16)

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- (8) Coordinate with and provide comments to the building official to assure that applications, plan reviews, and inspections for buildings and structures in flood hazard areas comply with the applicable provisions of this article.
- (d) *Substantial improvement and substantial damage determinations.* For applications for building permits to improve buildings and structures, including alterations, movement, enlargement, replacement, repair, change of occupancy, additions, rehabilitations, renovations, substantial improvements, repairs of substantial damage, and any other improvement of or work on such buildings and structures, the floodplain administrator, in coordination with the building official, shall:
- (1) Estimate the market value, or require the applicant to obtain an appraisal of the market value prepared by a qualified independent appraiser, of the building or structure before the start of construction of the proposed work; in the case of repair, the market value of the building or structure shall be the market value before the damage occurred and before any repairs are made;
 - (2) Compare the cost to perform the improvement, the cost to repair a damaged building to its pre-damaged condition, or the combined costs of improvements and repairs, if applicable, to the market value of the building or structure;
 - (3) Determine and document whether the proposed work constitutes substantial improvement or repair of substantial damage; and
 - (4) Notify the applicant if it is determined that the work constitutes substantial improvement or repair of substantial damage and that compliance with the flood-resistant construction requirements of the Florida Building Code and this article is required.
- (e) *Modifications of the strict application of the requirements of the Florida Building Code.* The floodplain administrator shall review requests submitted to the building official that seek approval to modify the strict application of the flood load and flood-resistant construction requirements of the Florida Building Code to determine whether such requests require the granting of a variance pursuant to section [30-8 of this article 27-150 in chapter 27](#).
- (f) *Notices and orders.* The floodplain administrator shall coordinate with appropriate local agencies for the issuance of all necessary notices or orders to ensure compliance with this article.
- (g) *Inspections.* The floodplain administrator shall make the required inspections as specified in section [30-7.7](#) of this article for development that is not subject to the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. The floodplain administrator shall inspect flood hazard areas to determine if development is undertaken without issuance of a permit.
- (h) *Other duties of the floodplain administrator.* The floodplain administrator shall have other duties, including but not limited to:
- (1) Establish, in coordination with the building official, procedures for administering and documenting determinations of substantial improvement and substantial damage made pursuant to subsection (d) of this section;
 - (2) Require that applicants proposing alteration of a watercourse notify adjacent communities and the Florida Division of Emergency Management, State Floodplain Management Office, and submit copies of such notifications to the Federal Emergency Management Agency (FEMA);
 - (3) Require applicants who submit hydrologic and hydraulic engineering analyses to support permit applications to submit to FEMA the data and information necessary to maintain the Flood Insurance Rate Maps if the analyses propose to change base flood elevations, or flood hazard area boundaries, ~~or floodway designations~~; such submissions shall be made within six (6) months of such data becoming available;

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- (4) Review required design certifications and documentation of elevations specified by this article and the Florida Building Code and this article to determine that such certifications and documentations are complete;
 - (5) Notify the Federal Emergency Management Agency when the corporate boundaries of City of Neptune Beach are modified; and
 - (6) Advise applicants for new buildings and structures, including substantial improvements that are located in any unit of the Coastal Barrier Resources System established by the Coastal Barrier Resources Act (Pub. L. 97-348) and the Coastal Barrier Improvement Act of 1990 (Pub. L. 101-591) that federal flood insurance is not available on such construction; areas subject to this limitation are identified on Flood Insurance Rate Maps as "Coastal Barrier Resource System Areas" and "Otherwise Protected Areas."
- (i) *Floodplain management records.* Regardless of any limitation on the period required for retention of public records, the floodplain administrator shall maintain and permanently keep and make available for public inspection all records that are necessary for the administration of this article and the flood-resistant construction requirements of the Florida Building Code, including Flood Insurance Rate Maps; letters of change; records of issuance of permits and denial of permits; determinations of whether proposed work constitutes substantial improvement or repair of substantial damage; required design certifications and documentation of elevations specified by the Florida Building Code and this article; notifications to adjacent communities, FEMA, and the state related to alterations of watercourses; assurances that the flood-carrying capacity of altered watercourses will be maintained; documentation related to appeals and variances, including justification for issuance or denial; and records of enforcement actions taken pursuant to this article and the flood-resistant construction requirements of the Florida Building Code. These records shall be available for public inspection at City Hall.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-45. Permits.

- (a) *Permits required.* Any owner or owner's authorized agent (hereinafter "applicant") who intends to undertake any development activity within the scope of this article, including buildings, structures and facilities exempt from the Florida Building Code, which is wholly within or partially within any flood hazard area shall first make application to the floodplain administrator, and the building official if applicable, and shall obtain the required permit(s) and approval(s). No such permit or approval shall be issued until compliance with the requirements of this article and all other applicable codes and regulations has been satisfied.
- (b) *Floodplain development permits or approvals.* Floodplain development permits or approvals shall be issued pursuant to this article for any development activities not subject to the requirements of the Florida Building Code, including buildings, structures and facilities exempt from the Florida Building Code. Depending on the nature and extent of proposed development that includes a building or structure, the floodplain administrator may determine that a floodplain development permit or approval is required in addition to a building permit.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), floodplain development permits or approvals shall be required for the following buildings, structures and facilities that are exempt from the Florida Building Code and any further exemptions provided by law, which are subject to the requirements of this article:
 - (1) Railroads and ancillary facilities associated with the railroad.
 - (2) Nonresidential farm buildings on farms, as provided in F.S. § 604.50.

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- (3) Temporary buildings or sheds used exclusively for construction purposes.
 - (4) Mobile or modular structures used as temporary offices.
 - (5) Those structures or facilities of electric utilities, as defined in F.S. § 366.02, which are directly involved in the generation, transmission, or distribution of electricity.
 - (6) Chickees constructed by the Miccosukee Tribe of Indians of Florida or the Seminole Tribe of Florida. As used in this subsection, the term "chickee" means an open-sided wooden hut that has a thatched roof of palm or palmetto or other traditional materials, and that does not incorporate any electrical, plumbing, or other non-wood features.
 - (7) Family mausoleums not exceeding two hundred fifty (250) square feet in area which are prefabricated and assembled on-site or pre-assembled and delivered on-site and have walls, roofs, and a floor constructed of granite, marble, or reinforced concrete.
 - (8) Temporary housing provided by the department of corrections to any prisoner in the state correctional system.
 - (9) Structures identified in F.S. § 553.73(10)(k), are not exempt from the Florida Building Code if such structures are located in flood hazard areas established on Flood Insurance Rate Maps.
- (d) *Application for a permit or approval.* To obtain a floodplain development permit or approval the applicant shall first file an application in writing on a form furnished by the community. The information provided shall:
- (1) Identify and describe the development to be covered by the permit or approval.
 - (2) Describe the land on which the proposed development is to be conducted by legal description, street address or similar description that will readily identify and definitively locate the site.
 - (3) Indicate the use and occupancy for which the proposed development is intended.
 - (4) Be accompanied by a site plan or construction documents as specified in section 30-5 of this article.
 - (5) State the valuation of the proposed work.
 - (6) Be signed by the applicant or the applicant's authorized agent.
 - (7) Give such other data and information as required by the floodplain administrator.
- (e) *Validity of permit or approval.* The issuance of a floodplain development permit or approval pursuant to this article shall not be construed to be a permit for, or approval of, any violation of this article, the Florida Building Codes, or any other ordinance of this community. The issuance of permits based on submitted applications, construction documents, and information shall not prevent the floodplain administrator from requiring the correction of errors and omissions.
- (f) *Expiration.* A floodplain development permit or approval shall become invalid unless the work authorized by such permit is commenced within one hundred eighty (180) days after its issuance, or if the work authorized is suspended or abandoned for a period of one hundred eighty (180) days after the work commences. Extensions for periods of not more than one hundred eighty (180) days each shall be requested in writing and justifiable cause shall be demonstrated.
- (g) *Suspension or revocation.* The floodplain administrator is authorized to suspend or revoke a floodplain development permit or approval if the permit was issued in error, on the basis of incorrect, inaccurate or incomplete information, or in violation of this article or any other ordinance, regulation or requirement of this community.
- (h) *Other permits required.* Floodplain development permits and building permits shall include a condition that all other applicable state or federal permits be obtained before commencement of the permitted development, including but not limited to the following:

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- (1) The St. Johns River Water Management District; F.S. § 373.036.
 - (2) Florida Department of Health for on-site sewage treatment and disposal systems; F.S. § 381.0065, and Chapter 64E-6, F.A.C.
 - (3) Florida Department of Environmental Protection for construction, reconstruction, changes, or physical activities for shore protection or other activities seaward of the coastal construction control line; F.S. § 161.141.
 - (4) Florida Department of Environmental Protection for activities subject to the joint coastal permit; F.S. § 161.055.
 - (5) Florida Department of Environmental Protection for activities that affect wetlands and alter surface water flows, in conjunction with the U.S. Army Corps of Engineers; Section 404 of the Clean Water Act.
 - (6) Federal permits and approvals.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-56. Site plans and construction documents.

- (a) *Information for development in flood hazard areas.* The site plan or construction documents for any development subject to the requirements of this article shall be drawn to scale and shall include, as applicable to the proposed development:
 - (1) Delineation of flood hazard areas, ~~floodway boundaries~~ and flood zone(s), base flood elevation(s), and ground elevations if necessary for review of the proposed development.
 - (2) Where base flood elevations, ~~or floodway data~~ are not included on the FIRM or in the Flood Insurance Study, they shall be established in accordance with subsections (b)(2) or (3) of this section.
 - (3) Where the parcel on which the proposed development will take place will have more than fifty (50) lots or is larger than five (5) acres and the base flood elevations are not included on the FIRM or in the Flood Insurance Study, such elevations shall be established in accordance with subsection (b)(1) of this section.
 - (4) Location of the proposed activity and proposed structures, and locations of existing buildings and structures; in coastal high hazard areas, new buildings shall be located landward of the reach of mean high tide.
 - (5) Location, extent, amount, and proposed final grades of any filling, grading, or excavation.
 - (6) Where the placement of fill is proposed, the amount, type, and source of fill material; compaction specifications; a description of the intended purpose of the fill areas; and evidence that the proposed fill areas are the minimum necessary to achieve the intended purpose.
 - (7) Delineation of the coastal construction control line or notation that the site is seaward of the coastal construction control line, if applicable.
 - (8) Extent of any proposed alteration of sand dunes or mangrove stands, provided such alteration is approved by the Florida Department of Environmental Protection.
 - (9) Existing and proposed alignment of any proposed alteration of a watercourse.

The floodplain administrator is authorized to waive the submission of site plans, construction documents, and other data that are required by this article but that are not required to be prepared by a registered design professional if it is found that the nature of the proposed development is such that the review of such submissions is not necessary to ascertain compliance with this article.

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- (b) *Information in flood hazard areas without base flood elevations (approximate Zone A).* Where flood hazard areas are delineated on the FIRM and base flood elevation data have not been provided, the floodplain administrator shall:
- (1) Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices.
 - (2) Obtain, review, and provide to applicants base flood elevation ~~and floodway~~ data available from a federal or state agency or other source or require the applicant to obtain and use base flood elevation ~~and floodway~~ data available from a federal or state agency or other source.
 - (3) Where base flood elevation ~~and floodway~~ data are not available from another source, where the available data are deemed by the floodplain administrator to not reasonably reflect flooding conditions, or where the available data are known to be scientifically or technically incorrect or otherwise inadequate:
 - a. Require the applicant to include base flood elevation data prepared in accordance with currently accepted engineering practices; or
 - b. Specify that the base flood elevation is ~~two-three (32)~~ feet above the highest adjacent grade at the location of the development, provided there is no evidence indicating flood depths have been or may be greater than ~~three (3) two (2)~~ feet.
 - (4) Where the base flood elevation data are to be used to support a letter of map change from FEMA, advise the applicant that the analyses shall be prepared by a Florida licensed engineer in a format required by FEMA, and that it shall be the responsibility of the applicant to satisfy the submittal requirements and pay the processing fees.
- (c) ~~*Additional analyses and certifications.* For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), the applicant shall have an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage prepared, signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents; *Additional analyses and certifications.* As applicable to the location and nature of the proposed development activity, and in addition to the requirements of this section, the applicant shall have the following analyses signed and sealed by a Florida licensed engineer for submission with the site plan and construction documents:~~
- ~~(1) For development activities proposed to be located in a regulatory floodway, a floodway encroachment analysis that demonstrates that the encroachment of the proposed development will not cause any increase in base flood elevations; where the applicant proposes to undertake development activities that do increase base flood elevations, the applicant shall submit such analysis to FEMA as specified in subsection (d) of this section and shall submit the conditional letter of map revision, if issued by FEMA, with the site plan and construction documents.~~
 - ~~(2) For development activities proposed to be located in a riverine flood hazard area for which base flood elevations are included in the Flood Insurance Study or on the FIRM and floodways have not been designated, hydrologic and hydraulic analyses that demonstrate that the cumulative effect of the proposed development, when combined with all other existing and anticipated flood hazard area encroachments, will not increase the base flood elevation more than one (1) foot at any point within the community. This requirement does not apply in isolated flood hazard areas not connected to a riverine flood hazard area or in flood hazard areas identified as Zone AO or Zone AH.~~
 - ~~(3) For alteration of a watercourse, an engineering analysis prepared in accordance with standard engineering practices which demonstrates that the flood-carrying capacity of the altered or relocated portion of the watercourse will not be decreased, and certification that the altered watercourse shall be maintained in a manner which preserves the channel's flood-carrying capacity; the applicant shall submit the analysis to FEMA as specified in subsection (d) of this section.~~

~~(4) For activities that propose to alter sand dunes or mangrove stands in coastal high hazard areas (Zone V), an engineering analysis that demonstrates that the proposed alteration will not increase the potential for flood damage.~~

- (d) *Submission of additional data.* When additional hydrologic, hydraulic or other engineering data, studies, and additional analyses are submitted to support an application, the applicant has the right to seek a letter of map change from FEMA to change the base flood elevations, ~~change floodway boundaries~~, or change boundaries of flood hazard areas shown on FIRMs, and to submit such data to FEMA for such purposes. The analyses shall be prepared by a Florida licensed engineer in a format required by FEMA. Submittal requirements and processing fees shall be the responsibility of the applicant.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-~~67~~. Inspections.

- (a) *General.* Development for which a floodplain development permit or approval is required shall be subject to inspection.
- (b) *Development other than buildings and structures.* The floodplain administrator shall inspect all development to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (c) *Buildings, structures and facilities exempt from the Florida Building Code.* The floodplain administrator shall inspect buildings, structures and facilities exempt from the Florida Building Code to determine compliance with the requirements of this article and the conditions of issued floodplain development permits or approvals.
- (d) *Buildings, structures and facilities exempt from the Florida Building Code, lowest floor inspection.* Upon placement of the lowest floor, including basement, and prior to further vertical construction, the owner of a building, structure or facility exempt from the Florida Building Code, or the owner's authorized agent, shall submit to the floodplain administrator:
- (1) If a design flood elevation was used to determine the required elevation of the lowest floor, the certification of elevation of the lowest floor prepared and sealed by a Florida licensed professional surveyor; or
 - (2) If the elevation used to determine the required elevation of the lowest floor was determined in accordance with subsection 30-~~65~~(b)(3)b. of this article, the documentation of height of the lowest floor above highest adjacent grade, prepared by the owner or the owner's authorized agent.
- (e) *Buildings, structures and facilities exempt from the Florida Building Code, final inspection.* As part of the final inspection, the owner or owner's authorized agent shall submit to the floodplain administrator a final certification of elevation of the lowest floor or final documentation of the height of the lowest floor above the highest adjacent grade; such certifications and documentations shall be prepared as specified in subsection (d) of this section.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30 - 8- Variances and appeals.

- (a). General. The Neptune Beach Community Development Board shall hear and decide on requests for appeals and requests for variances from the strict application of this article. Pursuant to section 553.73(5), F.S., the Neptune Beach Community Development Board shall hear and decide on requests for appeals and requests

for variances from the strict application of the flood resistant construction requirements of the Florida Building Code. This section does not apply to Section 3109 of the Florida Building Code, Building.

- (b) Appeals. The Neptune Beach Community Development Board shall hear and decide appeals when it is alleged there is an error in any requirement, decision, or determination made by the floodplain administrator in the administration and enforcement of this article. Any person aggrieved by the decision of the Neptune Beach Community Development Board may appeal such decision to the Circuit Court of Duval County, as provided by Florida Statutes.
- (c) Limitations on authority to grant variances. The Neptune Beach Community Development Board shall base its decisions on variances on technical justifications submitted by applicants, the considerations for issuance in 30-8 (f) of this article, the conditions of issuance set forth in 30-8 (g) of this article, and the comments and recommendations of the floodplain administrator and the building official. The Neptune Beach Community Development Board has the right to attach such conditions as it deems necessary to further the purposes and objectives of this article.
- (d) Historic buildings. A variance is authorized to be issued for the repair, improvement, or rehabilitation of a historic building that is determined eligible for the exception to the flood resistant construction requirements of the Florida Building Code, Existing Building, Chapter 12 Historic Buildings, upon a determination that the proposed repair, improvement, or rehabilitation will not preclude the building's continued designation as a historic building and the variance is the minimum necessary to preserve the historic character and design of the building. If the proposed work precludes the building's continued designation as a historic building, a variance shall not be granted and the building and any repair, improvement, and rehabilitation shall be subject to the requirements of the Florida Building Code.
- (e) Functionally dependent uses. A variance is authorized to be issued for the construction or substantial improvement necessary for the conduct of a functionally dependent use, as defined in this article, provided the variance is the minimum necessary considering the flood hazard, and all due consideration has been given to use of methods and materials that minimize flood damage during occurrence of the base flood.
- (f) Considerations for issuance of variances. In reviewing requests for variances, the Neptune Beach Community Development Board shall consider all technical evaluations, all relevant factors, all other applicable provisions of the Florida Building Code, this article, and the following:
- (1) The danger that materials and debris may be swept onto other lands resulting in further injury or damage;
 - (2) The danger to life and property due to flooding or erosion damage;
 - (3) The susceptibility of the proposed development, including contents, to flood damage and the effect of such damage on current and future owners;
 - (4) The importance of the services provided by the proposed development to the community;
 - (5) The availability of alternate locations for the proposed development that are subject to lower risk of flooding or erosion;
 - (6) The compatibility of the proposed development with existing and anticipated development;
 - (7) The relationship of the proposed development to the comprehensive plan and floodplain management program for the area;
 - (8) The safety of access to the property in times of flooding for ordinary and emergency vehicles;
 - (9) The expected heights, velocity, duration, rate of rise and debris and sediment transport of the floodwaters and the effects of wave action, if applicable, expected at the site; and

(10) The costs of providing governmental services during and after flood conditions including maintenance and repair of public utilities and facilities such as sewer, gas, electrical and water systems, streets and bridges.

(g) Conditions for issuance of variances. Variances shall be issued only upon:

(1) Submission by the applicant, of a showing of good and sufficient cause that the unique characteristics of the size, configuration, or topography of the site limit compliance with any provision of this article or the required elevation standards;

(2) Determination by the Neptune Beach Community Development Board that:

(a) Failure to grant the variance would result in exceptional hardship due to the physical characteristics of the land that render the lot undevelopable; increased costs to satisfy the requirements or inconvenience do not constitute hardship;

(b) The granting of a variance will not result in increased flood heights, additional threats to public safety, extraordinary public expense, nor create nuisances, cause fraud on or victimization of the public or conflict with existing local laws and ordinances; and

(c) The variance is the minimum necessary, considering the flood hazard, to afford relief;

(3) Receipt of a signed statement by the applicant that the variance, if granted, shall be recorded in the office of the clerk of the court in such a manner that it appears in the chain of title of the affected parcel of land; and

(4) If the request is for a variance to allow construction of the lowest floor of a new building, or substantial improvement of a building, below the required elevation, a copy in the record of a written notice from the floodplain administrator to the applicant for the variance, specifying the difference between the base flood elevation and the proposed elevation of the lowest floor, stating that the cost of federal flood insurance will be commensurate with the increased risk resulting from the reduced floor elevation (up to amounts as high as twenty-five dollars (\$25.00) for one hundred dollars (\$100.00) of insurance coverage), and stating that construction below the base flood elevation increases risks to life and property.

Sec. 30-~~97~~. Violations.

- (a) *Violations.* Any development that is not within the scope of the Florida Building Code but that is regulated by this article that is performed without an issued permit, that is in conflict with an issued permit, or that does not fully comply with this article, shall be deemed a violation of this article. A building or structure without the documentation of elevation of the lowest floor, other required design certifications, or other evidence of compliance required by this article or the Florida Building Code is presumed to be a violation until such time as that documentation is provided.
- (b) *Authority.* For development that is not within the scope of the Florida Building Code but that is regulated by this article and that is determined to be a violation, the floodplain administrator is authorized to serve notices of violation or stop work orders to owners of the property involved, to the owner's agent, or to the person or persons performing the work.
- (c) *Unlawful continuance.* Any person who shall continue any work after having been served with a notice of violation or a stop work order, except such work as that person is directed to perform to remove or remedy a violation or unsafe condition, shall be subject to penalties as prescribed by law.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-~~108~~. Building and structures.

- (a) *Design and construction of buildings, structures and facilities exempt from the Florida Building Code.* Pursuant to subsection 30-~~45~~(c) of this article, buildings, structures, and facilities that are exempt from the Florida Building Code, including substantial improvement or repair of substantial damage of such buildings, structures and facilities, shall be designed and constructed in accordance with the flood load and flood-resistant construction requirements of ASCE 24. Structures exempt from the Florida Building Code that are not walled and roofed buildings shall comply with the requirements of section 30-~~142~~ of this article.
- (b) *Buildings and structures seaward of the coastal construction control line.* If extending, in whole or in part, seaward of the coastal construction control line and also located, in whole or in part, in a flood hazard area:
- (1) Buildings and structures shall be designed and constructed to comply with the more restrictive applicable requirements of the Florida Building Code, Building Section 3109 and Section 1612 or Florida Building Code, Residential Section R322.
 - (2) Minor structures and non-habitable major structures as defined in F.S. § 161.54, shall be designed and constructed to comply with the intent and applicable provisions of this article and ASCE 24.

(c) *Manufactured homes and recreational vehicles.*

(1) *Manufactured homes defined in 15C-1.0101, Florida Administrative Code, are not allowed in flood hazard areas.*

(2) *Recreational vehicles defined in sec. 320.01, Florida Statutes, are not allowed in flood hazard areas.*

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-9. Subdivisions.

- (a) *Minimum requirements.* Subdivision proposals shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in Zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Subdivision plats.* Where any portion of proposed subdivisions the following shall be required:
- (1) Delineation of flood hazard areas, ~~floodway boundaries~~, and flood zones, and design flood elevations, as appropriate, shall be shown on preliminary plats and final plats;
 - (2) Where the subdivision has more than fifty (50) lots or is larger than five (5) acres and base flood elevations are not included on the FIRM, the base flood elevations determined in accordance with subsection 30-~~65~~(b)(1) of this article; and
 - (3) Compliance with the site improvement and utilities requirements of section 30-~~10-12~~ of this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-1~~20~~29. Site improvements, utilities and limitations.

- (a) *Minimum requirements.* All proposed new development shall be reviewed to determine that:
- (1) Such proposals are consistent with the need to minimize flood damage and will be reasonably safe from flooding;
 - (2) All public utilities and facilities such as sewer, gas, electric, communications, and water systems are located and constructed to minimize or eliminate flood damage; and
 - (3) Adequate drainage is provided to reduce exposure to flood hazards; in zones AH and AO, adequate drainage paths shall be provided to guide floodwaters around and away from proposed structures.
- (b) *Sanitary sewage facilities.* All new and replacement sanitary sewage facilities, private sewage treatment plants (including all pumping stations and collector systems), and on-site waste disposal systems shall be designed in accordance with the standards for onsite sewage treatment and disposal systems in Chapter 64E-6, F.A.C. and ASCE 24 Chapter 7, to minimize or eliminate infiltration of floodwaters into the facilities and discharge from the facilities into floodwaters, and impairment of the facilities and systems.
- (c) *Water supply facilities.* All new and replacement water supply facilities shall be designed in accordance with the water well construction standards in Chapter 62-532.500, F.A.C. and ASCE 24 Chapter 7, to minimize or eliminate infiltration of floodwaters into the systems.
- (d) ~~*Reserved Limitations on sites in regulatory floodways.* No development, including but not limited to, site improvements, and land disturbing activity involving fill or regrading, shall be authorized in the regulatory floodway unless the floodway encroachment analysis required in subsection 30-5(c)(1) of this article demonstrates that the proposed development or land disturbing activity will not result in any increase in the base flood elevation.~~
- (e) *Limitations on placement of fill.* Subject to the limitations of this article, fill shall be designed to be stable under conditions of flooding including rapid rise and rapid drawdown of floodwaters, prolonged inundation, and protection against flood-related erosion and scour. In addition to these requirements, if intended to support buildings and structures (Zone A only), fill shall comply with the requirements of the Florida Building Code.
- (f) *Limitations on sites in coastal high hazard areas (Zone V).* In coastal high hazard areas, alteration of sand dunes and mangrove stands shall be permitted only if such alteration is approved by the Florida Department of Environmental Protection and only if the engineering analysis required by subsection 30-~~56~~(c)(4) of this article demonstrates that the proposed alteration will not increase the potential for flood damage. Construction or restoration of dunes under or around elevated buildings and structures shall comply with subsection 30-1~~42~~(h)(3) of this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-1~~31~~31. Tanks.

- (a) *Underground tanks.* Underground tanks in flood hazard areas shall be anchored to prevent flotation, collapse or lateral movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty.
- (b) *Above ground tanks, not elevated.* Above ground tanks that do not meet the elevation requirements of subsection (c) of this section shall:
- (1) Be permitted in flood hazard areas (Zone A) other than coastal high hazard areas, provided the tanks are anchored or otherwise designed and constructed to prevent flotation, collapse or lateral

movement resulting from hydrodynamic and hydrostatic loads during conditions of the design flood, including the effects of buoyancy assuming the tank is empty and the effects of flood-borne debris.

- (2) Not be permitted in coastal high hazard areas (Zone V).
- (c) *Above ground tanks, elevated.* Above ground tanks in flood hazard areas shall be attached to an elevated to or above the design flood elevation on a supporting structure that is designed to prevent flotation, collapse or lateral movement during conditions of the design flood. Tank-supporting structures shall meet the foundation requirements of the applicable flood hazard area.
- (d) *Tank inlets and vents.* Tank inlets, fill openings, outlets and vents shall be:
 - (1) At or above the design flood elevation or fitted with covers designed to prevent the inflow of floodwater or outflow of the contents of the tanks during conditions of the design flood; and
 - (2) Anchored to prevent lateral movement resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, during conditions of the design flood.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-142. Other development.

- (a) *General requirements for other development.* All development, including manmade changes to improved or unimproved real estate for which specific provisions are not specified in this article or the Florida Building Code, shall:

- (1) Be located and constructed to minimize flood damage;

- ~~(2) Meet the limitations of subsection 30-10(d) of this article if located in a regulated floodway;~~

- ~~(3)~~ Be anchored to prevent flotation, collapse or lateral movement resulting from hydrostatic loads, including the effects of buoyancy, during conditions of the design flood;

- ~~(4)~~ Be constructed of flood damage-resistant materials; and

- ~~(5)~~ Have mechanical, plumbing and electrical systems above the design flood elevation, except that minimum electric service required to address life safety and electric code requirements is permitted below the design flood elevation provided it conforms to the provisions of the electrical part of building code for wet locations.

- ~~(b) *Fences in regulated floodways.* Fences in regulated floodways that have the potential to block the passage of floodwaters, such as stockade fences and wire mesh fences, shall meet the limitations of subsection 30-10(d) of this article.~~

- ~~(c) *Retaining walls, sidewalks and driveways in regulated floodways.* Retaining walls and sidewalks and driveways that involve the placement of fill in regulated floodways shall meet the limitations of subsection 30-10(d) of this article.~~

- ~~(d) *Roads and watercourse crossings in regulated floodways.* Roads and watercourse crossings, including roads, bridges, culverts, low water crossings and similar means for vehicles or pedestrians to travel from one side of a watercourse to the other side, that encroach into regulated floodways shall meet the limitations of subsection 30-10(d) of this article. Alteration of a watercourse that is part of a road or watercourse crossing shall meet the requirements of subsection 30-5(c)(3) of this article.~~

- ~~(e) *Concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses in coastal high hazard areas (Zone V).* In coastal high hazard areas, concrete slabs used as parking pads, enclosure floors, landings, decks, walkways, patios and similar nonstructural uses are~~

permitted beneath or adjacent to buildings and structures provided the concrete slabs are designed and constructed to be:

- (1) Structurally independent of the foundation system of the building or structure;
- (2) Frangible and not reinforced, so as to minimize debris during flooding that is capable of causing significant damage to any structure; and
- (3) Have a maximum slab thickness of not more than four (4) inches.

(cf) *Decks and patios in coastal high hazard areas (Zone V)*. In addition to the requirements of the Florida Building Code, in coastal high hazard areas decks and patios shall be located, designed, and constructed in compliance with the following:

- (1) A deck that is structurally attached to a building or structure shall have the bottom of the lowest horizontal structural member at or above the design flood elevation and any supporting members that extend below the design flood elevation shall comply with the foundation requirements that apply to the building or structure, which shall be designed to accommodate any increased loads resulting from the attached deck.
- (2) A deck or patio that is located below the design flood elevation shall be structurally independent from buildings or structures and their foundation systems, and shall be designed and constructed either to remain intact and in place during design flood conditions or to break apart into small pieces to minimize debris during flooding that is capable of causing structural damage to the building or structure or to adjacent buildings and structures.
- (3) A deck or patio that has a vertical thickness of more than twelve (12) inches or that is constructed with more than the minimum amount of fill necessary for site drainage shall not be approved unless an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to the building or structure or to adjacent buildings and structures.
- (4) A deck or patio that has a vertical thickness of twelve (12) inches or less and that is at natural grade or on nonstructural fill material that is similar to and compatible with local soils and is the minimum amount necessary for site drainage may be approved without requiring analysis of the impact on diversion of floodwaters or wave runup and wave reflection.

(gd) *Other development in coastal high hazard areas (Zone V)*. In coastal high hazard areas, development activities other than buildings and structures shall be permitted only if also authorized by the appropriate federal, state or local authority; if located outside the footprint of, and not structurally attached to, buildings and structures; and if analyses prepared by qualified registered design professionals demonstrate no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures. Such other development activities include but are not limited to:

- (1) Bulkheads, seawalls, retaining walls, revetments, and similar erosion control structures;
- (2) Solid fences and privacy walls, and fences prone to trapping debris, unless designed and constructed to fail under flood conditions less than the design flood or otherwise function to avoid obstruction of floodwaters; and
- (3) On-site sewage treatment and disposal systems defined in 64E-6.002, F.A.C., as filled systems or mound systems.

(he) *Nonstructural fill in coastal high hazard areas (Zone V)*. In coastal high hazard areas:

- (1) Minor grading and the placement of minor quantities of nonstructural fill shall be permitted for landscaping and for drainage purposes under and around buildings.

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- (2) Nonstructural fill with finished slopes that are steeper than one (1) unit vertical to five (5) units horizontal shall be permitted only if an analysis prepared by a qualified registered design professional demonstrates no harmful diversion of floodwaters or wave runup and wave reflection that would increase damage to adjacent buildings and structures.
 - (3) Where authorized by the Florida Department of Environmental Protection or applicable local approval, sand dune construction and restoration of sand dunes under or around elevated buildings are permitted without additional engineering analysis or certification of the diversion of floodwater or wave runup and wave reflection if the scale and location of the dune work is consistent with local beach-dune morphology and the vertical clearance is maintained between the top of the sand dune and the lowest horizontal structural member of the building.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-153. ~~Reserved. Administrative amendments to the Florida Building Code, Building.~~

~~The Neptune Beach Code of Ordinances, Part II, Chapter 8, Buildings and Building Regulations, is hereby amended by the following administrative amendments to the Florida Building Code, Building.~~

~~(A) *Building permits issued on the basis of an affidavit.* Pursuant to the requirements of federal regulation for participation in the National Flood Insurance Program (44 C.F.R. Sections 59 and 60), the authority granted to the Building Official to issue permits, to rely on inspections, and to accept plans and construction documents on the basis of affidavits and plans submitted pursuant to Chapter 8, shall not extend to the flood load and flood resistance construction requirements of the Florida Building Code.~~

~~(B) **VARIANCES IN FLOOD HAZARD AREAS**~~

~~(1) *Flood hazard areas.* Pursuant to F.S. § 553.73(5), the variance procedures adopted in the local floodplain management ordinance shall apply to requests submitted to the Building Official for variances to the provisions of Section 1612.4 of the Florida Building Code, Building or, as applicable, the provisions of R322 of the Florida Building Code, Residential. This section shall not apply to Section 3109 of the Florida Building Code, Building.~~

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-164. Fiscal impact statement.

In terms of design, plan application review, construction and inspection of buildings and structures, the cost impact as an overall average is negligible in regard to the local technical amendments because all development has been subject to the requirements of the local floodplain management ordinance adopted for participation in the National Flood Insurance Program. In terms of lower potential for flood damage, there will be continued savings and benefits to consumers.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-~~15~~17. Applicability.

For the purposes of jurisdictional applicability, this article shall apply in City of Neptune Beach. This article shall apply to all applications for development, including building permit applications and subdivision proposals, submitted on or after the adoption date of this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-~~16~~18. Repealer.

Any and all ordinances and regulations in conflict herewith are hereby repealed to the extent of any conflict. This article specifically repeals and replaces the following ordinance(s) and regulation(s): portions of Ordinance No. 2011-25, as amended in this article.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-~~17~~19. Inclusion into the Code of Ordinances.

It is the intent of the City of Neptune Beach that the provisions of this article shall become and be made a part of the City of Neptune Beach's Code of Ordinances, and that the sections of this article may be renumbered or relettered and the word "ordinance" may be changed to "section," "article," "regulation," or such other appropriate word or phrase in order to accomplish such intentions.

(Ord. No. 2017-13 , § 1, 6-5-17)

Sec. 30-~~18~~20. Severability.

If any section, subsection, sentence, clause or phrase of this article is, for any reason, declared by the courts to be unconstitutional or invalid, such decision shall not affect the validity of the ordinance as a whole, or any part thereof, other than the part so declared.

(Ord. No. 2017-13 , § 1, 6-5-17)

Secs. 30-19—30-40. Reserved.