



**CITY OF ST. AUGUSTINE CITY COMMISSION
REGULAR MEETING AGENDA
MONDAY, JULY 25, 2022 - 5:00 PM
Alcazar Room**

1. CALL TO ORDER

- ◆ Roll Call
- ◆ Invocation and Pledge of Allegiance

2. ADMINISTRATIVE ITEMS

- ◆ Modification and Approval of REGULAR AGENDA

3. SPECIAL PRESENTATIONS, RECOGNITIONS AND PROCLAMATIONS

- 3.A.** Special Presentation of the American flag that was flown on Monday, July 11 in honor of Errol Jones, former Vice Mayor and City Commissioner, to Diane Wheeler. *(T. Upchurch, Mayor)*

4. PUBLIC COMMENTS FOR GENERAL PUBLIC COMMENTS OR FOR AGENDA ITEMS NOT REQUIRING A SEPARATE PUBLIC HEARING

- ◆ 3 minutes per individual

5. CONSENT AGENDA

6. APPEALS

7. GENERAL PUBLIC PRESENTATIONS, ITEMS OF GREAT PUBLIC IMPORTANCE, AND OTHER ITEMS REQUIRING PUBLIC HEARINGS

(PRESENTATIONS (MAXIMUM OF 10 MINUTES PER PRESENTATION)). PRESENTATIONS FOR COMMISSION MEETINGS MUST BE PRESENTED TO THE CITY MANAGER FOR APPROVAL NO LATER THAN TEN (10) WORKING DAYS PRIOR TO THE NEXT CITY COMMISSION MEETING. A PRESENTATION SUPPORT SERVICES REQUEST (AVAILABLE ON THE CITY'S WEBSITE) MUST ACCOMPANY ALL PRESENTATIONS.

- 7.A. General Public Presentations
- 7.B. Items of Great Public Importance
- 7.C. Other Items Requiring Public Hearing
- 8. ORDINANCES AND RESOLUTIONS - PUBLIC HEARING REQUIRED
 - 8.A. Ordinances - Second Reading
 - 8.B. Ordinances - First Reading (only if required by law)
 - 8.C. Resolutions - Public Hearing (only if required by law)
- 9. ORDINANCES AND RESOLUTIONS – NO PUBLIC HEARING REQUIRED
 - 9.A. Ordinances - First Reading
 - 9.A.1. **Ordinance 2022-12**: Amends St. Augustine Police Retirement Trust Fund increasing real estate investments to an allowable 25% of the fund. *(R. Thibault, Assistant City Attorney)*
 - 9.A.2. **Ordinance 2022-13**: Amends the 1977 City Employees' Retirement System increasing real estate investments to 25% of assets of the system. *(R. Thibault, Assistant City Attorney)*
 - 9.A.3. **Ordinance 2022-23**: Regulates and posts idle speed-no wake zones. *(R. Thibault, Assistant City Attorney)*
 - 9.A.4. **Ordinance 2022-24**: Prohibits smoking in public parks and the Willie Galimore Public Pool at Eddie Vickers Park. *(R. Thibault, Assistant City Attorney)*
 - 9.A.5. **Ordinance 2022-25**: Prohibits open burning with exceptions for reasonable recreational and cooking burning. *(R. Thibault, Assistant City Attorney)*
 - 9.B. Resolutions
- 10. STAFF REPORTS AND PRESENTATIONS
 - 10.A. City entrance sign project update. *(J. Piggott, Director General Services)*
 - 10.B. City Hall/Lightner fountain update. *(J. Piggott, Director General Services)*
- 11. ITEMS BY CITY ATTORNEY
- 12. ITEMS BY CITY CLERK
 - 12.A. Notification of three (3) upcoming term expirations on the Planning and Zoning Board (PZB). *(D. Galambos, City Clerk)*
- 13. ITEMS BY CITY MANAGER
- 14. ITEMS BY MAYOR AND COMMISSIONERS

15. ADJOURN

NOTICES: In accordance with Florida Statute 286.0105: "if a person decides to appeal any decision made by the board, agency, or commission with respect to any matter considered at such meeting or hearing, he or she will need a record of the proceedings, and that, for such purpose, he or she may need to ensure that a verbatim record of the proceedings is made, which record includes the testimony and evidence upon which the appeal is to be based." ***In accordance with the Americans with Disabilities Act, persons needing a special accommodation to participate in this proceeding should contact the individual or agency sending notice not later than seven days prior to the proceeding at the address given on the notice. Telephone 904-825-1007; 1-800-955-8771 (TDB) or 1-800-955-8770 (V) via Florida Relay Services. ***The City of St. Augustine encourages anyone wishing to present the invocation at city commission meetings to contact the City Clerk's office, to be placed on the rotation list, and encourages people of all religious affiliations or of no religious affiliation to present a non-denominational invocation to inspire us in the work of the City Commission. The materials prepared and presented are part of the City's ongoing Florida Public Records and Government in the Sunshine compliance and are not intended to be relied upon or to reach investors or the trading markets.

CONSENT AGENDA - JULY 25, 2022

CA.1. Preview of upcoming Commission meetings.

CA.2. THE FOLLOWING ORDINANCES ARE TENTATIVELY SCHEDULED FOR SECOND READING ON AUGUST 8, 2022:

- Ordinance 2022-12
- Ordinance 2022-13
- Ordinance 2022-23
- Ordinance 2022-24
- Ordinance 2022-25

CA.3. Reminder of Upcoming Meetings:

- August 8, 2022, 3pm, Special Meeting to discuss 2022 budget assumptions and five-year CIP
- August 8, 2022, 5pm, Regular Meeting and Public Hearing on Budget Related Resolutions
- August 18, 2022, 8:15am, CRA Special Meeting, discussion of fiscal year 2023 budget
- August 18, 2022, 9am to Noon, Special Meeting, discussion of fiscal year 2023 budget and action items
- August 19, 2022, 9am to Noon (if needed) Special Meeting, discussion of fiscal year 2023 budget and action items
- August 22, 2022, 5pm, Regular Meeting

CA.4. APPROVAL OF MINUTES FROM PRIOR COMMISSION MEETINGS: NONE.

CA.5. RELEASES OF LIEN FOR UNIT CONNECTION FEE MORTGAGE(S): NONE.

CA.6. PROPOSED PROCLAMATIONS, CERTIFICATES OF APPRECIATION/RECOGNITION. (COMMISSION APPROVAL REQUIRED). (TO BE READ AT A SUBSEQUENT MEETING). NONE.

CA.7. NOTIFICATION OF PROCLAMATIONS/CERTIFICATES OF RECOGNITION ISSUED: NONE.

CA.8. Acknowledge receipt of a Firehouse Subs Public Safety Foundation Grant by the St. Augustine Police Department for the acquisition of 15 automated external defibrillators. *(A. Cuthbert, Assistant Chief of Police)*

CA.9. Approval of flag protocol in the event of the death of a City Commissioner and other notable figures. *(M. Breidenstein, Assistant City Manager)*

CA.10. June 2022 financial update. *(M. Simpson, Director Finance)*

CA.11. Third quarter report for Public Works and Utility Department. *(R. Franklin, Director Public Works; T. Grant, Director Utilities)*

CA.12. Third quarter report for the legal department. *(I. Lopez, City Attorney)*

- CA.13.** Ratification of the collective bargaining agreement between the City and the Florida Carpenters Regional Council, Local 2038. *(D. Hayes, Director Human Resources)*
- CA.14.** Ratification of the collective bargaining agreement between the City and the Coastal Florida Police Benevolent Association. *(D. Hayes, Director Human Resources)*
- CA.15.** Ratification of the memorandum of understanding between the City and the Professional Firefighters of St. Augustine. *(D. Hayes, Director Human Resources)*

END CONSENT AGENDA

CITY OF ST. AUGUSTINE

MEMORANDUM

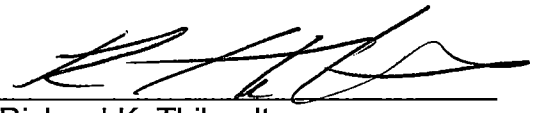
TO: John P. Regan, City Manager

DATE: July 11, 2022

RE: Proposed Ordinance No. 2022-12 Amending Chapter 9, Section 9.05(2)(c) of the Charter Laws to Revise Allowable Investment Limits in the Police Officers Retirement Trust Fund.

Attached is proposed Ordinance No. 2022-12 as referenced above which was recommended by the Board of Trustees for the Police Officers Retirement Trust Fund at its regular meeting of May 25, 2022. The proposed ordinance increases the allowable real estate investment from fifteen (15%) percent to up to twenty-five (25%) percent of the funds' assets.

Please place the ordinance for first reading on the City Commission agenda of July 25, 2022. Thank you.


Richard K. Thibault
Assistant City Attorney

/rkt
Attachment

AGENDA TITLE: ORDINANCE 2022-12 Amendment to St. Augustine Police Retirement Trust Fund increasing real estate investments to an allowable 25% of the Fund

ORDINANCE NO. 2022-12

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING PART I, ARTICLE IX OF THE CHARTER OF THE CITY OF ST. AUGUSTINE RELATING TO THE ST. AUGUSTINE POLICE OFFICER'S RETIREMENT TRUST FUND; AMENDING SECTION 9.05(2)(c), TO REVISE ALLOWABLE INVESTMENT LIMITS; PROVIDING FOR INCLUSION IN THE CHARTER OF THE CITY OF ST. AUGUSTINE, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, § 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, Part I, Chapter IX, Section 9.05(2)(c) of the Charter Laws of the City of St. Augustine Relating to the Police Officers' Retirement Trust Fund currently allows for a maximum of fifteen (15) percent of its investment assets to be allocated in real estate; and

WHEREAS, Sec. 215.47(2)(e) sets a twenty-five (25) percent limit on real estate investments for public retirement systems; and

WHEREAS, Part I, Chapter IX, Section 9.05(1) of the Charter of the City of St. Augustine allows the Board of Trustees to manage the retirement system assets including, but not limited, to the investment of assets in real estate; and

WHEREAS, on May 25, 2022, the Board of Trustees of the Police Officers Retirement System Trust Fund recommended that the City Commission increase the allowable limit of investments in real estate to twenty-five (25) percent to be consistent with Chapter 215.47(2)(e), F.S.; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following amendment be adopted consistent with the requirements of Section 166.021(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending Charter Laws, Article IX, Section 9.05(2)(c) Article IX, Section 9.05(2)(c) of the Charter Laws of the City of St. Augustine is hereby amended to read as follows:

“Sec. 9.05. - Management of the funds.

...

- (2) The board shall adopt and periodically update a written investment policy in accordance with Section 112.661, Florida Statutes, incorporating the following requirements for specific investments:

...

- (c) The board may invest up to ~~fifteen (15)~~ twenty-five (25) percent at cost basis, of its assets in real estate only through participation in commingled funds or insurance company group annuity separate accounts holding diversified real properties. Insurance companies must be licensed to do business in the State of Florida and commingled funds and insurance companies must be rated investment grade by at least one nationally recognized rating organization. Any commingled or pooled vehicles used by the board should have investment guidelines that are materially consistent with the guidelines herein.

...”

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this
_____ day of _____, 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

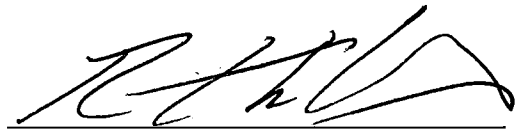
TO: John P. Regan, City Manager

DATE: July 11, 2022

RE: Proposed Ordinance No. 2022-13 Amending Chapter 20, Article IV, Section 20.124(2)(c) of the Code of the City of St. Augustine to Revise Allowable Investment Limits in the 1977 City Employees' Retirement System of the City of St. Augustine, Florida.

Attached is proposed Ordinance No. 2022-13 as referenced above which was recommended by the Board of Trustees at its regular meeting of May 25, 2022. The proposed ordinance increases the allowable real estate investment from fifteen (15%) percent to up to twenty-five (25%) percent of the funds' assets.

Please place the ordinance for first reading on the City Commission agenda of July 25, 2022. Thank you.



Richard K. Thibault
Assistant City Attorney

/rkt
Attachment

AGENDA TITLE: ORDINANCE 2022-12 Amendment to 1977 City Employees' Retirement System increasing real estate investments to 25% of assets of the system.

ORDINANCE NO. 2022-13

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE RELATING TO THE 1977 CITY EMPLOYEES' RETIREMENT SYSTEM OF THE CITY OF ST. AUGUSTINE, FLORIDA; AMENDING SECTION 20-124(2)(c), TO REVISE ALLOWABLE INVESTMENT LIMITS; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, The 1977 City Employees' Retirement System of the City of St. Augustine, Florida currently allows for a maximum of 15% of its investment assets to be allocated in real estate; and

WHEREAS, Chapter 215.47(2)(e), Florida Statutes, sets a 25% limit on real estate investments for public retirement systems; and

WHEREAS, Chapter 20, Article IV, Sec. 20-124 of the Code of the City of St. Augustine allows the Board of Trustees to manage the retirement system assets including but not limited to the investment of assets in real estate; and

WHEREAS, on May 25, 2022, the Board of Trustees for the 1977 City Employees' Retirement System of the City of St. Augustine, Florida recommended through motion that the City Commission increase the allowable limit of investments in real estate to twenty-five (25) percent to be consistent with Chapter 215.47(2)(e), Florida Statutes; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following amendment to be adopted consistent with the requirements of Section 166.021(4), Florida Statutes.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Amending Article IV, Section 20-124(2)(c) Article IV, Section 20-124(2)(c) of the Code of the City of St. Augustine is hereby amended to read as follows:

“Sec. 20-124. - Investment of retirement system assets.

...

- (2) The board shall adopt and periodically update a written investment policy in accordance with Section 112.661, Florida Statutes, incorporating the following requirements for specific investments:

...

- (c) The board may invest up to ~~fifteen (15)~~ twenty-five (25) percent at cost basis, of its assets in real estate only through participation in commingled funds or insurance company group annuity separate accounts holding diversified real properties. Insurance companies must be licensed to do business in the State of Florida and commingled funds and insurance companies must be rated investment grade by at least one nationally recognized rating organization. Any commingled or pooled vehicles used by the board should have investment guidelines that are materially consistent with the guidelines herein.

...”

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this
_____ day of _____, 2022.

Tracy Upchurch, Mayor-Commissioner

ATTEST:

Darlene Galambos, City Clerk

(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: July 14, 2022

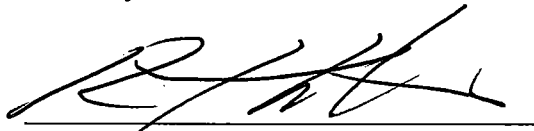
RE: **ORDINANCE 2022-23: IDLE SPEEDS-NO WAKE ZONES**

Ordinance 2022-23 regulating and posting idle speed-no wake zones. The ordinance includes affidavits from Reuben Franklin and William "J.B." Miller evidencing the conditions along the channel, Hospital Creek, and Bird Island a/k/a Julia's Island.

Procedurally, after the City Commission adopts the ordinance with its exhibits, identifying the statutory dangerous conditions that support an "Idle Speed-No Wake Zone", it must be transmitted to the Fish and Wildlife Conservation Commission ("FWCC") for their review. The FWCC, by statute, will determine if there is substantial competent evidence of dangerous conditions warranting the boating restriction.

Please place Ordinance 2022-23 on the regular City Commission agenda for first reading on July 25, 2022.

Thank you.


Richard K. Thibault
Assistant City Attorney

Attachment

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk (*with original*)

Agenda Title:

Ord 2022-23: regulating and posting idle speed-no wake zones.

ORDINANCE NO. 2022-23

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA, AMENDING THE CODE OF THE CITY OF ST. AUGUSTINE CREATING SECTION 7-4 REGULATING AND POSTING IDLE SPEED-NO WAKE ZONES; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE, PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES, PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING FOR AN EFFECTIVE DATE.

WHEREAS, Chapter 327.46(1)(c)1., Florida Statutes grants municipalities the authority to establish boating-restricted areas by ordinance within the portion of the Florida Intracoastal Waterway within their jurisdiction; and

WHEREAS, the City Commission of the City of St. Augustine endorses boating safety, education, and measures to provide a safer environment for all boating activities and the protection of property and individuals within the city limits; and

WHEREAS, the Florida Fish and Wildlife Conservation Commission (FWCC) supports the City's intent to provide for boating safety, education, and measures to provide a safer environment for all boating activities and the protection of property and individuals within the city limits; and

WHEREAS, Chapter 327.46(1)(c)1., Florida Statutes, provides the City with authority to establish an ordinance requiring idle speed, no wake boating-restricted areas within 300 feet of a confluence of water bodies presenting a blind corner, a bend in a narrow channel or fairway, or such other areas containing an intervening obstruction to visibility that may obscure other vessels or other users of the waterway; and

WHEREAS, City of St. Augustine staff observed and photographed areas of boating congestion related to recreational motor boats anchored or beached in the vicinity of Bird Island (a/k/a Julia's Island), including potentially dangerous conditions related to high speed travelling vessels approaching anchored vessels, identified in the attached and incorporated by reference Exhibit "A"; and

WHEREAS, City of St. Augustine staff observed blind corners at approximately the entrance of Hospital Creek, and the northern and southern entrance to the channel adjacent to Bird Island. In addition, staff observed bends in narrow channels while

conducting condition surveillance in the area as depicted on aerial photographs, identified in the attached and incorporated by reference Exhibit “B”; and

WHEREAS, the restricted zone includes areas that are subject to potentially hazardous water levels or currents, or containing other navigational hazards such as impromptu anchored or beached recreational vessels; and

WHEREAS, the restricted zone includes areas that are subject to significant risk of collision and a significant threat to boater safety; and

WHEREAS, pursuant to the 1925 Special Act of the Florida Legislature, at Section 9, the State of Florida granted to the City of St. Augustine all sovereign submerged lands formerly owned by the State, and Bird Island (a/k/a Julia’s Island) is owned by the City of St. Augustine; and

WHEREAS, the City Commission of the City of St. Augustine has determined that substantial competent evidence of hazardous boating conditions is supported by the record and that the ordinance is necessary to protect public safety; and

WHEREAS, the City Commission of the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following amendment be adopted consistent with the requirements of Section 166.021(4), Florida Statutes; and

WHEREAS, the City Commission of the City of St. Augustine respectfully requests that the Florida Fish and Wildlife Conservation Commission review and approve this ordinance pursuant to Section 166.041(4), Florida Statutes.

BE IT ORDAINED BY THE CITY COMMISSION FOR THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Creating Chapter 7, Article I, Section 7-4. Chapter 7, Article I, Section 7-4 of the Code of the City of St. Augustine is hereby created to read as follows:

Section 7-4. - Idle Speeds-No Wake Zones.

The City of St. Augustine limits the boating speed in certain regulated waters within the city limits, with review and approval of the Florida Fish and Wildlife Conservation Commission pursuant to Section 166.041(4), Florida Statutes.

An "Idle Speed-No Wake Zone" is hereby designated at the entrance bends of Hospital Creek and through the northern and southern entrances to the Intercoastal Waterway channel adjacent to Bird Island (a/k/a Julia's Island).

Vessels operating within boating-restricted areas posted "Idle Speed-No Wake Zone" must proceed at a speed no greater than necessary to maintain steerageway.

The following locations will be posted "Idle Speed-No Wake Zone" by their Global Positioning System (GPS) points as follows:

- (a) North of Bird Island (East sign): 29° 54.480' N, 81° 18.228' W
 - (b) North of Bird Island (West sign): 29° 54.518' N, 81° 18.265' W
 - (c) South of Bird Island (East sign): 29° 54.114' N, 81° 18.579' W
 - (d) South of Bird Island (West sign): 29° 54.113' N, 81° 18.615' W
 - (e) Hospital Creek (East sign): 29° 54.210' N, 81° 18.742' W
 - (f) Hospital Creek (West sign): 29° 54.202' N, 81° 18.767' W
 - (g) Unnamed creek: 29° 54.110' N, 81° 18.721' W
1. It is unlawful for any person to operate a vessel in a prohibited manner or to carry on any prohibited activity within a boating-restricted area which has been clearly marked by regulatory markers as authorized under Chapter 327.46, Florida Statutes.
 2. Restrictions in a boating-restricted area established pursuant to this section shall not apply in the case of an emergency or to a law enforcement, firefighting, or rescue vessel owned or operated by a governmental entity.
 3. Enforcement. Provisions of this section shall be enforced by the division of law enforcement of the Fish and Wildlife Conservation Commission (FWCC), the Sheriff of St. Johns County and his or her deputies, or the chief of Police of the City of St. Augustine and his or her officers. Each agency so listed has authority to issue citations for violations.
 4. Any violation of this section is deemed to be a non-criminal infraction punishable under Section 7-93 of the Code of the City of St. Augustine as follow
 - (a) For a first offense, \$100.00
 - (b) For a second offense: \$250.00
 - (c) For a third or subsequent offense: \$500.00

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or relettered and that

the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This ordinance shall become effective after passage, pursuant to Section 166.041(4), Florida Statutes, and upon review and approval by the Florida Fish and Wildlife Conservation Commission.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

EXHIBIT "A"
AFFIDAVIT AND
CONDITION PHOTOGRAPHS
OF ANCHORED/BEACHED
VESSELS AT BIRD ISLAND

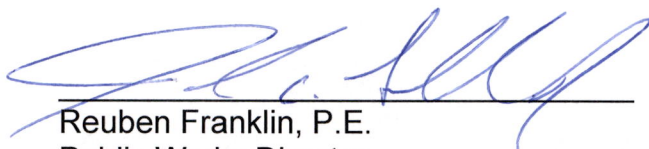
AFFIDAVIT OF REUBEN FRANKLIN, P.E.

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me appeared the undersigned affiant, **Reuben Franklin**, who after being duly sworn, stated:

1. I am over the age of 18 and qualified to make this affidavit.
2. I have been employed with the City of St. Augustine since 2010 and have been the Director of Public Works since October of 2019.
3. On May 28, 2022, I personally took the attached photographs of boats anchored around Bird Island a/k/a Julia's Island.
4. I am familiar with the boating conditions around Bird Island a/k/a Julia's Island and the photographs I took accurately depict the conditions.

FURTHER AFFIANT SAYETH NAUGHT.



Reuben Franklin, P.E.
Public Works Director

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, **Reuben Franklin**, who is personally known to me, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 14th day of July, 2022.



SHANNALEE
Commission # GG 329333
Expires June 6, 2023
Bonded Thru Budget Notary Services



Notary Public, State of Florida



















EXHIBIT “B”

AFFIDAVIT AND

MAP

AFFIDAVIT OF WILLIAM "J.B." MILLER

STATE OF FLORIDA
COUNTY OF ST. JOHNS

Before me appeared the undersigned affiant, **William "J.B." Miller**, who after being duly sworn, stated:

1. I am over the age of 18 and qualified to make this affidavit.
2. I am the Land Management Coordinator for the City of St. Augustine.
3. I am familiar with the area and have coordinated with the Florida Fish and Wildlife Conservation Commission on the conservation efforts at Bird Island a/k/a Julia's Island.
4. I prepared the attached map and the area depicted on the map accurately represents a popular local anchoring and beaching boat area along Bird Island a/k/a Julia's Island, and the points identified as blind curves are accurate.

FURTHER AFFIANT SAYETH NAUGHT.



William "J.B." Miller
Land Management Coordinator

I HEREBY CERTIFY that on this day, personally appeared before me, by means of ☒ physical presence or ☐ online notarization, **William "J.B." Miller**, who is personally known to me, who is the person described in and who executed the foregoing instrument and who acknowledged before me that he executed the same for the uses and purposes therein expressed.

Witness my hand and official seal, this 14th day of July, 2022.



SHANNA LEE
Commission # GG 329333
Expires June 6, 2023
Bonded Thru Budget Notary Services



Notary Public, State of Florida

Idle Speed - No Wake Zone

Hospital Creek

29 54.202 N
81 18.767 W

29 54.21 N
81 18.742 W

29 54.110 N
81 18.721 W

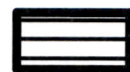
29 54.113 N
81 18.615 W

Bird Island
a.k.a Julia's Island

29 54.114 N
81 18.579 W

29 54.516 N
81 18.265 W

29 54.480 N
81 18.228 W



Idle Speed - No Wake Zone



Idle Speed Sign Locations

0 500 1,000 Feet

N



Idle Speed - No Wake Zone



CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John P. Regan, City Manager

DATE: July 13, 2022

RE: Proposed Ordinance No. 2022-24 Creating Chapter 18, Article I, Section 18-9 of the Code of the City of St. Augustine to include "Smoking Prohibited at Public Parks and the Willie Galimore Public Pool at Eddie Vickers Park".

Attached is proposed Ordinance No. 2022-24 as referenced above which creates Chapter 18, Article I, Section 18-9 of the Code of the City of St. Augustine. House Bill 105 amends Chapter 386.209 to allow for the City to restrict smoking within the boundaries of any public parks that are owned by the City. This Ordinance will prohibit smoking at public parks within the City of St. Augustine as well as the pool at the Willie Galimore Center.

Please place the ordinance for first reading on the City Commission agenda of July 25, 2022. Thank you.



Richard K. Thibault
Assistant City Attorney

/rkt
Attachment

AGENDA TITLE: ORDINANCE 2022-24 Prohibits Smoking in Public Parks and the Willie Galimore Public Pool at Eddie Vickers Park.

ORDINANCE NO. 2022-24

AN ORDINANCE OF THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, CREATING, CHAPTER 18, ARTICLE I, SECTION 18-9 OF THE CODE OF THE CITY OF ST. AUGUSTINE PROHIBITING SMOKING AT PUBLIC PARKS AND THE WILLIE GALIMORE PUBLIC POOL AT EDDIE VICKERS PARK; PROVIDING FOR SEVERABILITY; PROVIDING FOR INCLUSION IN THE CODE OF THE CITY OF ST. AUGUSTINE; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, section 166.041, Florida Statutes, provides procedures for adoption of ordinances by municipalities; and

WHEREAS, House Bill 105 amends Chapter 386.209, Florida Statutes to provide municipalities with the authority to restrict smoking within the boundaries of any public beaches and public parks that they own; and

WHEREAS, the Willie Galimore Public Pool located at Eddie Vickers Park is owned and operated within the boundaries of the City of St. Augustine; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following amendments be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Creating Chapter 18, Article I, Section 18-9. Chapter 18, Article I, Section 18-9 of the Code of the City of St. Augustine is hereby created to read as follows:

“Sec. 18-9. – Smoking Prohibited at Public Parks.

- (a) It shall be unlawful for any person to smoke or use vapor-generating devices within the boundaries of any park owned by the city, which is generally open to the public as a public space, consistent with Chapter 386.209, Florida Statutes.
- (b) It shall be unlawful for any person to smoke or use vapor-generating devices at the Willie Galimore Public Pool located at Eddie Vickers Park pursuant to posted signs consistent with Chapter 386.209, Florida Statutes.
- (c) Offenses under this section shall be punishable as a civil infraction with a penalty of no more than one hundred dollars (\$100.00) per violation.

Section 2. Inclusion in Code. The City Commission intends that the provisions of this ordinance shall become and shall be made part of the Code of the City of St. Augustine, that the sections of this ordinance may be renumbered or re-lettered and that the word ordinance may be changed to section, article or other such appropriate word or phrase in order to accomplish such intentions.

Section 3. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 5. Effective Date. This Ordinance shall become effective ten (10) days after passage, pursuant to Section 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2022.

ATTEST:

Tracy Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

MEMORANDUM

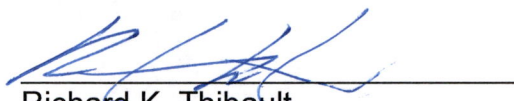
TO: John P. Regan, City Manager

DATE: July 14, 2022

RE: Proposed Ordinance No. 2022-25 Creating Chapter 18, Article IV, Section 18-76 of the Code of the City of St. Augustine to include "Fire Prevention and Protection, Prohibiting Open Burning".

Attached is proposed Ordinance No. 2022-25 as referenced above which creates Chapter 18, Article IV, Section 18-76 of the Code of the City of St. Augustine. The Fire Marshal and Chief have requested the City Commission to adopt an ordinance that prevents open burning within the city limits of the City of St. Augustine. The attached ordinance will prohibit specific types of open burns but still allow for recreational fires, cooking fires and other certain reasonable and safe activities.

Please place the ordinance for first reading on the City Commission agenda of July 25, 2022. Thank you.


Richard K. Thibault
Assistant City Attorney

/rkt
Attachment

AGENDA TITLE: ORDINANCE 2022-25 Prohibits open burning with exceptions for reasonable recreational and cooking burning.

ORDINANCE NO. 2022-25

AN ORDINANCE OF THE CITY OF ST. AUGUSTINE, FLORIDA RELATING TO FIRE PREVENTION AND PROTECTION: PROHIBITING OPEN BURNING; ADDING CHAPTER 18, ARTICLE IV, SECTION 18-76, OF THE CODE; PROVIDING FOR REPEAL OF CONFLICTING ORDINANCES; PROVIDING FOR SEVERANCE OF INVALID PROVISIONS; AND PROVIDING AN EFFECTIVE DATE.

WHEREAS, § 166.041, Florida Statutes, provides for procedures for the adoption of ordinances and resolutions by municipalities; and

WHEREAS, the Florida Department of Agriculture and Consumer Services (DACS), Florida Forest Service (FFS) regulates the vast majority of open burning in the State of Florida, however, municipalities may also have more stringent requirements for open burning; and

WHEREAS, establishing an Ordinance prohibiting open burning will provide a safe assurance of clean air for the city's residents and prevent accidental house fires; and

WHEREAS, the City values historic preservation and regulating open burning is a prevention tool to avoid property damage in the Nation's Oldest City; and

WHEREAS, the City recognizes the desire for citizens to engage in certain reasonable and safe open burning activities, and therefore intends to exempt certain reasonable and safe activities from the open burning prohibition; and

WHEREAS, it is not necessary for citizens to conduct open burning of certain materials, such as yard waste, household and commercial waste, recyclable material, and construction debris, because these materials are collected by the City of St. Augustine pursuant to its solid waste program; and

WHEREAS, the City Commission for the City of St. Augustine finds that it is in the best interest of public health, safety, and general welfare that the following sections be adopted.

NOW, THEREFORE, BE IT ORDAINED BY THE CITY COMMISSION OF THE CITY OF ST. AUGUSTINE, FLORIDA, AS FOLLOWS:

Section 1. Creating Chapter 18, Article IV, Section 18-76. Chapter 18, Article IV, Section 18-76 of the Code of the City of St. Augustine is hereby created, as follows:

(a) Definitions.

The following words, terms, and phrases, when used in this Article, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

- (1) *Approved fuel* shall mean clean wood, charcoal, commercially available fire starter logs or briquettes, liquified petroleum gas, natural gas, or butane.
- (2) *Fire Marshal* means the Fire Marshal of the City of St. Augustine Fire Department responsible for enforcing fire regulations or investigating fires.
- (3) *Grill* shall mean a device designed and used for cooking where a combustion source is elevated off the ground and food cooked over open flame or coals using an approved fuel.

- (4) *Nuisance* shall mean sparks, ash, smoke, or odor emissions that:

- a. Interfere with the reasonable use and enjoyment of property, including any leasehold interest, for those persons other than that of the individual(s) conducting the open burning; or
- b. Creates an unreasonable health hazard to persons other than that of the individual(s) conducting the open burning.

In deciding whether conditions constitute a nuisance, a Code Enforcement Officer, Police Officer or the Fire Marshal, or his or her designee, shall exercise their best professional judgment based on the following factors:

- 1. Atmospheric conditions such as high winds, wind direction, heavy fog, inversion, and the air quality index;
 - 2. Size of the fire;
 - 3. Type of fuel used;
 - 4. Size of parcel where the fire is located;
 - 5. Location of the fire on a parcel;
 - 6. Location of structures, personal property, vegetation, or other material compared to the fire; and
 - 7. Amount of smoke, odor, and ash produced by the fire.
- (5) *Open Burning or Open Fire* shall mean any outdoor fire or outdoor smoke producing process from which air contaminants are emitted into the outdoor atmosphere. Open fires include, but are not limited to, recreational fires in containers or modified containers such as a grill or a warming type container.
 - (6) *Recreational fire* shall mean the noncommercial burning of approved fuel for pleasure, religious, ceremonial, cooking, or similar purposes, which is not

contained in an incinerator, a grill, or a barbeque pit, and in which the total fuel area is not exceeding three feet in diameter and two feet in height.

(7) *Unsafe fire* shall mean a fire which places structures, personal property, vegetation, or other material at immediate risk of accidental combustion.

(8) *Yard trash* shall mean vegetative matter resulting from landscaping and yard maintenance operations and other such routine property clean-up activities, including but not limited to, materials such as leaves, shrub trimmings, grass clippings, palm fronds, tree cutting debris, and brush per Chapter 590.125(1)(m), Florida Statutes.

(b) Intent and purpose.

This Article's prohibition of open burning of household refuse, recyclable material, yard waste, and commercial waste shall be for the purpose of reducing air pollution and dangerous conditions caused by open burning. Commercial kitchens and other commercial burning must comply with all laws, rules and regulations applicable to those uses.

(c) General prohibition against open burning.

It shall be a violation of this Article for any person to ignite, cause to be ignited, permit to be ignited, or maintain any open fire within the city limits of the City of St. Augustine, Florida unless specifically allowed by this Article or otherwise regulated commercial and industrial activities.

(1) Disposal of Yard, Commercial, or Household Waste Prohibited - It is a violation of this Article to dispose of yard waste, commercial waste, and household waste through the use of open burning.

(2) Disposal of Recyclable Materials Prohibited - No recyclable materials, whether commercial or residential, may be disposed of by open burning.

(3) Burning Ban - Except for cooking fires, no open burning shall be undertaken during periods when either the Florida Forest Service has issued a burning ban or the National Weather Service has declared a Red Flag Warning, Fire Weather Watch alert or Extreme Fire Behavior alert.

(4) Nuisances and Unsafe Fires - All allowed open burning shall be conducted in a manner to avoid causing a Nuisance or Unsafe Fire. Any person conducting open burning shall take reasonable precautions to minimize any adverse effects therefrom.

(5) For other than one or two-family dwellings, no hibachi, grill, or other similar devices used for cooking, heating, or any other purpose shall be used or kindled on any balcony or under any overhanging portion of a structure.

(6) Compliance with Other Laws - Nothing in this section may be construed to allow open burning which violates other laws, rules, regulations, or ordinances. Where any provision of this Article imposes a restriction different

from that imposed by any other laws, rules, regulations, or ordinances, the provision which is more restrictive shall apply.

(d) Exceptions to the general prohibition.

The following operations and activities are exceptions to the general prohibition outlined in this article when conducted in a manner which is not a Nuisance or an Unsafe Fire:

- (1) Liquefied Petroleum Gas Devices - Grills, camp stoves, or other devices that solely burn liquefied petroleum gas, natural gas, butane, naphthalene or other liquid fuel.
- (2) Cooking Fire - Open fires for the sole purpose of cooking food for human consumption, provided the fire:
 - a. is contained in a grill, camping stove, or similar device designed solely for cooking food; and
 - b. only burns approved fuel.
- (3) Cooking fires in approved containers, ornamental fireplaces, chimeneas, charcoal, approved liquified gas or electric grills and patio heaters are allowed at one and two-family dwellings provided they are used in accordance with their listing, applicable codes, recommended fuel, and manufacturer's instructions.
- (4) Recreational or Ceremonial Fires by Organizations - Fires by established organizations for recreational or ceremonial purposes, such as, but not limited to, functions for Girl or Boy Scout Troops, church groups, organized youth groups, or other similar organizations, provided the fire is contained and only burns approved fuel.
- (5) Recreational Fires created in approved UL containers including backyard firepits, chimeneas, and camp stoves as long as they are operated in accordance with their listed, applicable codes, recommended fuel, and manufacturer's instructions.
- (6) Community subdivision amenities with available Cooking Fire or Recreational Fire facilities utilizing approved containers, devices, and fuel in safe locations available to the residents of the community in compliance with all other requirements of this code.
- (7) Non-residential amenities with available Cooking Fire or Recreational Fire facilities utilizing approved containers, devices, and fuel in safe locations, available to members or patrons of the establishment in compliance with all other requirements of this code.
- (8) Approved burns or other activity of a government agency.
- (9) Firefighter Training - Fires for the instruction and training of firefighters, provided the burning activities are for the sole purpose of fire suppression training for liquid fires such as gasoline and jet fuel, or for structural fires. In the case of structural fires, an inspection conducted by air program personnel

must be performed prior to ignition of the structure, to ensure all toxic and/or hazardous materials have been removed.

- (10) Florida Fire Prevention Code - Open burning as permitted by the Fire Marshal or his or her designee in accordance with the Florida Fire Prevention Code.

(e) Florida Forest Service authorized burn exception.

This Article shall not restrict the Florida Forest Service from authorizing and otherwise regulating broadcast burning, agricultural and silvicultural pile burning, or burning of debris from land clearing operations pursuant to Florida Statutes §590.125 and Chapter 51-2, F.A.C, and shall not be deemed to authorize nuisance or safety determinations, or any resulting enforcement, concerning such burns by any entity other than the Florida Forest Service.

(f) Safety.

- (1) Authority to Extinguish Fires - The Fire Marshal or his or her designee, Code Enforcement Officer or Police Officer shall have the authority to extinguish or cause the extinguishment of any fire deemed a Nuisance or Unsafe Fire.

- (2) Recreational/Warming/Cooking fires may be allowed pursuant to the following conditions:

- a. A garden hose connected to a water supply, or other fire-extinguishing equipment, is readily available for use;
- b. The approved container or fire pit is not within ten (10) feet of any structure or combustible material unless otherwise permitted by the Fire Marshal or his or her designee;
- c. Recreational/Warming/Cooking fires (wood-burning fire pits, commercially manufactured propane or natural gas-fueled fire pits, and chimeneas, etc.) must have a UL approved container with a metal mesh lid, or must be a container approved by the Fire Marshal;
- d. The Recreational fire is attended by a competent adult;
- e. Nuisance smoke is not being created; and,
- f. Yard debris or trash is not being burned.

(g) Enforcement.

This Article may be enforced by any means allowed by law. All applicable remedies provided in the applicable fire code are available as well as applicable remedies provided in the Code of the City of St. Augustine, Florida, are available to the City. The Fire Marshal or his or her designee, Code Enforcement and Police Officers may enforce these provisions.

(h) Civil Penalties

Any person found guilty of violating the provisions of this section shall be punished in the manner prescribed in section 1-8 of this Code.

Section 2. Conflict with Other Ordinances. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 3. Severance of Invalid Provisions. If any section, subsection, sentence, clause, phrase, word, or provision of this ordinance is held to be invalid or unconstitutional by a court of competent jurisdiction, then said holding shall not be so construed as to render invalid or unconstitutional the remaining provisions of this ordinance.

Section 4. Effective Date. This ordinance shall become effective ten (10) days after passage, pursuant to s. 166.041(4), Florida Statutes.

PASSED by the City Commission of the City of St. Augustine, Florida, this _____ day of _____, 2022.

ATTEST:

Tracy W. Upchurch, Mayor-Commissioner

Darlene Galambos, City Clerk
(SEAL)

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John P. Regan, P.E.
City Manager

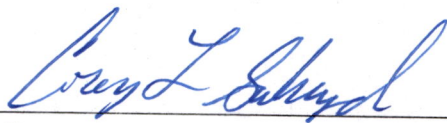
DATE: July 11, 2022

RE: City Entrance Sign Project Update

Last May, Mr. Piggott, Director of General Services conducted a presentation of various options to repair or replace the entrance signs to the city. Commissioners presented feedback of the options and has directed staff to remove three of the four signs. Staff has now completed an amended entry sign presentation and would like to update Commissioners on project status.

If you concur with the attached presentation by Mr. Piggott, please place this item on the July 25th, 2022 City Commission meeting under staff presentations.

As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



Corey L. Sakryd
Deputy Director, General Services

CLS

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk
file

CITY OF ST. AUGUSTINE

M E M O R A N D U M

TO: John P. Regan, P.E.
City Manager

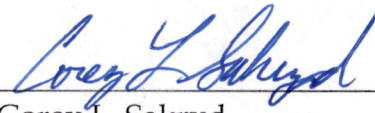
DATE: July 11, 2022

RE: City Hall/Lightner Fountain Update

Last March, Commissioners discussed the deterioration of the fountain in front of the City Hall/Lightner building. Staff has researched a number of repair and replacement options and is prepared to give a brief project update to Commissioners.

If you concur with the presentation by Mr. Piggott, please place this item on the July 25th, 2022 City Commission meeting under staff presentations.

As always, please do not hesitate to contact me if you have any questions. Thank you for your assistance.



Corey L. Sakryd
Deputy Director, General Services

CLS

xc: Meredith Breidenstein, Assistant City Manager
Darlene Galambos, City Clerk
file

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: July 5, 2022

RE: Notification of three (3) upcoming term expirations – PLANNING & ZONING BOARD (PZB)

Notification is being made to the Commission relevant to three (3) term expirations on the PZB. The terms are currently held by Michael Davis, Sarah S. Ryan and Grant Misterly and will expire September 30, 2022. Michael Davis has served one full term and is eligible for reappointment. Ms. Ryan and Mr. Misterly have served two consecutive terms; and are not eligible for reappointment.

Requests for applications will be placed in the St. Augustine Record, in accordance with Board advertising policies, and posted on the City's website.

Attached is the current PZB roster, Board profile, and responsibilities.



Darlene Galambos
City Clerk

xc: Clerk's Office

PLANNING & ZONING BOARD

Meets Monthly, 1st Tuesday - 2:00 p.m.
Alcazar Room, City Hall

Board Member	Contact information	Appointment	3-Year Terms Expire
J. Carl Blow Commercial Real Estate Property Manager	100 Santa Monica Ave, 32080 829-6985 710-2655 john.carl.blow@gmail.com	12/09/19 fill vacancy 09/27/21 1 st full term	09/30/2021 09/30/2024
Jon DePreter Retired	73 Magnolia Dr., 32080 845-901-9065 jondepreter@gmail.com	08/27/18 fill vacancy 09/28/20 1 st full term	09/30/2020 09/30/2023
Charles Pappas	46 Macaris St., 32084 617-519-3017 charlespappas@icloud.com	09/27/21 1 st full term	09/30/2024
Michael Davis VICE-CHAIR General Contractor	3940 Lewis Speedway, Ste. 2201, 32084 904-824-3533 mikedavis@addavis.com	09/23/19 1 st full term	09/30/2022
Sarah S. Ryan Architect	252 S. Matanzas Blvd, 32080 547-9430 sshipp@gmail.com	11/10/14 fill vacancy 09/26/16 1 st full term 09/23/19 2 nd full term	09/30/2022
Grant Misterly CHAIR Professional Engineer	3 Alfred Street, 32084 904-501-9345 gmisterly@gmail.com	09/26/16 1 st full term 09/23/19 2 nd full term	09/30/2022
Christina Griggs Civil Engineer	29 Miruela Ave., 32080 352-474-3650 christina.griggs@jbpro.com	12/13/21 fill vacancy	09/30/2023

PLANNING & ZONING BOARD

Authorization:	Chapter 28, Zoning, Code of the City of St. Augustine, Art II, Div. II. Section 28-57 Amended 4.14.2003, Ordinance 2003-14.
Number of Members:	Seven (7)
Terms of Office:	Three (3) years Original appointments staggered. No member may be appointed for more than two (2) consecutive full terms.
Appointment:	By City Commission
Reappointment:	Normal terms to expire on September 30 of each year.
Qualifications:	All members of the planning and zoning board shall reside in the city and shall hold no government office nor receive any salary or compensation for their services to the board herein created. No member shall be appointed for more than two 2 consecutive full terms.
	Member composition: architect, Florida registered; planner member APA or AICP; real estate broker, with County occupational license; educator, college level; engineer, Florida registered; landscape architect Florida registered; preservation organization officer; environmental or land use organization officer; attorney, Florida Bar; merchant/business person, City occupational license; or contractor, City contractor's license.
Duties:	The Planning & Zoning Board is established as the St. Augustine Local Comprehensive Planning Agency. The board may grant zoning exceptions and variances as provided in the zoning code ordinances; hear appeals of any decision of the Planning and Building Department; recommend to the Commission in the rezoning of land and changes to the Comprehensive Plan.
Attendance:	Absences unexcused by the chairman for two (2) of three (3) consecutive meetings shall constitute a resignation of the position.
Meetings:	First Tuesday of each month, 2 P.M., the Alcazar Room, City Hall.

CITY OF ST. AUGUSTINE, FLORIDA

MEMORANDUM

TO: John P. Regan
City Manager

DATE: July 11th, 2022

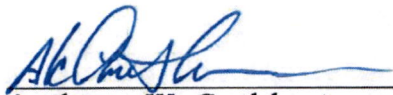
RE: St. Augustine Police Department
Firehouse Subs Public Safety Foundation Grant

We are in receipt of the referenced grant award by the Firehouse Subs Public Safety Foundation in the amount of \$20,250.00.

This direct purchase grant will be utilized to acquire 15 new Zoll G5 AED's (automated external defibrillators) for the St. Augustine Police Department. As a result, we will be replacing 4 unserviceable AED's and increase our issued inventory from 22 to 33 AED's. This means an additional 11 patrol officers will be issued this life saving device.

If you concur, please place this matter on the next available consent agenda for the consideration and approval of the City Commission.

Thank you for your consideration in this matter.



Anthony W. Cuthbert
Assistant Chief of Police

cc : D. Galambos, City Clerk

Anthony Cuthbert

From: Procurement <procurementfoundation@firehousesubs.com>
Sent: Friday, July 8, 2022 5:04 PM
To: Anthony Cuthbert; Jennifer Michaux
Cc: Procurement
Subject: Equipment Ordered- St Augustine PD

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Hi Anthony,

This is just a note to inform you that the equipment awarded to your department by the Firehouse Subs Public Safety Foundation has been ordered and will be shipped to you directly. The cost of the G5's was about \$1,400 higher, but our board gladly approved it.

Once the equipment is received, please email a copy of the signed and dated packing slip so that we can pay the vendor: procurementfoundation@firehousesubs.com.

Thank you for your service and if you have any questions, please let me know.

Mary Pat Wallmeyer, Manager of Procurement and Grants
Firehouse Subs Public Safety Foundation
12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
o. (904) 606-5273 c. (904) 237-8755
FirehouseSubsFoundation.org
[Twitter](#) [Facebook](#)

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From: procurementfoundation@firehousesubs.com <> On Behalf Of Anthony Cuthbert
Sent: Friday, July 8, 2022 3:55 PM
To: Procurement <procurementfoundation@firehousesubs.com>; Jennifer Michaux <JMichaux@staugpd.com>
Cc: Procurement <procurementfoundation@firehousesubs.com>
Subject: Re: Follow Up Needed- AED Backorder- St. Augustine Police Department

Mary Pat,

Thank you for the update. I have confirmed that the Zoll G5 are a good replacement. If there is anything else you need please let me know.

AC Anthony Cuthbert

Get [Outlook for iOS](#)

From: Procurement <procurementfoundation@firehousesubs.com>
Sent: Friday, July 8, 2022 3:44:29 PM
To: Anthony Cuthbert <ACuthbert@staugpd.com>; Jennifer Michaux <JMichaux@staugpd.com>

Cc: Procurement <procurementfoundation@firehousesubs.com>
Subject: Follow Up Needed- AED Backorder- St. Augustine Police Department

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Hi Anthony,
Per our conversation, the suppliers are out of the Zoll AED+ that you requested. I am able to obtain the Zoll G5 AED, which is the same unit we donated to St. Johns County Sheriff in the past. Here is a link, please let me know if these will be a good replacement: <https://www.zoll.com/products/aeds/aeds-for-public-access/zoll-powerheart-g5-for-public-access>.
Thanks, MP

Mary Pat Wallmeyer, Manager of Procurement and Grants
Firehouse Subs Public Safety Foundation
12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
o. (904) 606-5273 c. (904) 237-8755
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From: Procurement <>
Sent: Wednesday, July 6, 2022 4:42 PM
To: 'Anthony Cuthbert' <ACuthbert@staugpd.com>; 'JMichaux@staugpd.com' <JMichaux@staugpd.com>
Subject: RE: APPROVED: Q3 2022 Firehouse Subs Public Safety Foundation Grant- St. Augustine Police Department

Hi Chief Cuthbert,
Congrats on your grant award! I look forward to working with you and will be back in touch soon with next steps. I'll be making the purchase, so there will not be an MOU.
Thank you in advance for your patience, and we appreciate your service!

My best,

Mary Pat Wallmeyer, Manager of Procurement and Grants
Firehouse Subs Public Safety Foundation
12735 Gran Bay Parkway, Suite 150, Jacksonville, FL 32258
o. (904) 606-5273 c. (904) 237-8755
FirehouseSubsFoundation.org
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From: foundation@firehousesubs.com <> On Behalf Of Anthony Cuthbert
Sent: Wednesday, July 6, 2022 1:43 PM
To: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Cc: Meg Rose <mrose@firehousesubs.com>; Steve Kaplan <steve.kaplan@firehousesubs.com>; Ty Lowry

<ty.lowry@firehousesubs.com>

Subject: RE: APPROVED: Q3 2022 Firehouse Subs Public Safety Foundation Grant

Thank you very much, this will greatly assist our residents and visitors with lifesaving equipment! In order for us to place it on the Commission agenda immediately we would need the MOU if that is the way the Foundation wishes for us to procure the equipment. Would you prefer we wait until contacted regarding procurement process?

Thank you,

Anthony W. Cuthbert

Assistant Chief

FBINA Session 275

City of St. Augustine Police Department

PO Box 1950

St. Augustine, FL 32084

www.citystaug.com

Phone: 904-825-1082

Fax: 904-823-4323



Please Note: Florida has a very broad Public Records Law. Unless specifically exempt by state law, written communications to city officials or staff regarding official city business are public records available to the public and media upon request. If your email communication is related to official government business, it may therefore be subject to public disclosure.

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>

Sent: Tuesday, July 5, 2022 12:33 PM

To: Anthony Cuthbert <ACuthbert@staugpd.com>; Jennifer Michaux <JMichaux@staugpd.com>

Cc: Meg Rose <mrose@firehousesubs.com>; Steve Kaplan <steve.kaplan@firehousesubs.com>; Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>; Ty Lowry <ty.lowry@firehousesubs.com>

Subject: APPROVED: Q3 2022 Firehouse Subs Public Safety Foundation Grant

CAUTION: This email originated from outside of the organization. Do not click links or open attachments unless you recognize the sender and know the content is safe. When in doubt, contact the City IT Department.

Dear Asst. Chief Cuthbert & Jennifer,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors

has awarded the **City of St. Augustine, on behalf of St. Augustine Police Department** in **St. Augustine, FL** the requested **15 Zoll AED Plus AEDs & Accessories** valued at up to **\$18,870.00**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

We will contact you no later than Friday, August 19, 2022 to initiate the procurement process. There are two possible methods for procurement, to be determined by our Foundation:

- Direct Purchase made by the Foundation
OR
- Memo of Understanding, in which funds will be transferred via ACH. NOTE: If we elect to fund your grant via an MOU, you will receive the funding documents through a Virtru secure link.

Do not make advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award. If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com and FHSPSF@coynepr.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?

More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

A portion of this grant was made possible through the Michael Namey AED Initiative which provides AEDs and critical training to schools and organizations in Florida.

Firehouse Subs Public Safety Foundation

foundation@firehousesubs.com

FirehouseSubsFoundation.org

[Twitter](#) [Facebook](#)

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CITY OF ST. AUGUSTINE

MEMORANDUM

TO: City Commission

DATE: July 25, 2022

RE: Flag Protocol in the event of the death of City Commissioners and other notable figures

The following standard protocol is intended to establish a procedure for appropriate recognition of deceased current or former City Commissioners and other notable figures:

- The standard flag display in front of City Hall will remain at full staff in the event of the death of a current or former City Commissioner or other notable figure.
- In advance of the day of interment or an otherwise-specified date, it will be noted publicly that the flag flown on that day/date, will be flown in honor of the recently deceased individual.
- If there is an immediate family member living in the local area, the flag will be collected and folded and presented by the City Commission to the family member at a regularly scheduled commission meeting.

Respectfully,



John P. Regan, P.E.
City Manager

for

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: John Regan
City Manager

DATE: July 14, 2022

RE: Consent Agenda Item - Financial Update

Attached are the unaudited monthly financial statements for Commission review for the period ending June 30, 2022. The statements are in the form of an income statement and include current year budget and current year-to-date actuals, with previous year-to-date actuals for comparison purposes. The City is 75% through its fiscal year.

At this time, only the Solid Waste fund appears to be running into a projected deficit situation as discussed at the recent revenue workshop. The \$13.5M surplus in the Utility fund is largely due to the \$12.9M the City borrowed for capital projects earlier this year.

If you have any questions about the attached statements or any other financial matter, please do not hesitate to contact me.



Mark E. Simpson, CPA
Deputy Finance Director

Attachments

cc: D. Galambos, City Clerk

General Fund

Current Year and Prior Year to Date for Period Ending June 30, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Ad Valorem Taxes	15,623,670	15,354,182	102%	14,542,067	14,289,378	102%
Local Option Gas Tax	356,994	474,703	75%	356,763	422,380	84%
Insurance Premiums	4,629	436,905	1%	-	436,905	0%
Utility Taxes	1,805,412	2,300,000	78%	1,623,048	2,251,000	72%
Grants	94,552	48,064	197%	31,804	5,236	607%
Intergovernmental	1,642,607	2,124,568	77%	1,738,420	1,786,150	97%
Franchise Fees	1,609,436	1,731,000	93%	1,235,368	1,580,998	78%
Licenses, Permits & Other Fees	5,241,438	5,304,254	99%	4,481,171	5,071,061	88%
Fines and Forfeitures	202,378	291,000	70%	338,028	255,500	132%
Administrative Overhead	3,084,661	4,159,429	74%	3,045,890	4,061,187	75%
Investment Income	70,614	20,420	346%	199,193	360,000	55%
Miscellaneous	1,938,029	2,335,263	83%	1,598,032	1,868,094	86%
Total Operating Revenue	31,674,420	34,579,788	92%	29,189,784	32,387,889	90%
<u>Operating Expenses</u>						
General Government	6,175,141	9,267,126	67%	5,388,877	8,045,455	67%
Public Safety	9,435,187	13,310,987	71%	8,590,235	12,594,717	68%
Physical Environment	2,351,962	4,063,689	58%	2,348,388	3,634,850	65%
Transportation	2,869,075	4,730,608	61%	2,647,830	4,307,380	61%
Culture and Recreation	1,074,552	1,996,033	54%	1,035,667	1,790,386	58%
Capital Outlays						
Land	60,000	60,000	100%			
Buildings	118,073	257,417	46%	-	173,000	0%
Infrastructure Improvements	143,465	1,766,717	8%	566,392	879,066	64%
Machinery & Equipment	1,503,867	2,338,749	64%	309,509	1,153,720	27%
Total Operating Expenses	23,731,323	37,791,326		20,886,898	32,578,573	
<u>Transfers In/ (Out)</u>						
Transfers In	2,021,277	7,033,525	29%	3,663,041	4,884,055	75%
Transfers Out	(2,080,304)	(3,821,987)	54%	(3,520,028)	(4,693,371)	75%
Total Transfers In/ (Out)	(59,027)	3,211,538		143,013	190,684	
	\$ 7,884,070	\$ 0.00		\$ 8,445,900	\$ (0.00)	

Utility Fund

Current Year and Prior Year to Date for Period Ending June 30, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Water User Fees	7,455,062	9,522,000	78%	6,929,211	9,090,000	76%
Sewer User Fees	7,178,915	8,887,200	81%	6,731,850	8,400,000	80%
Construction & Connection Fees	4,041,222	1,701,000	238%	1,437,263	1,960,000	73%
Other	740,412	489,000	151%	240,909	456,157	53%
Total Operating Revenue	19,415,611	20,599,200		15,339,233	19,906,157	
<u>Operating Expenses</u>						
Personal Services	3,536,221	5,460,185	65%	3,524,728	5,012,047	70%
Operating Expenses	2,413,439	4,164,914	58%	2,383,611	3,783,009	63%
Administrative Overhead	1,948,811	2,598,415	75%	1,924,055	2,565,406	75%
Capital Outlays						
Infrastructure Improvements	5,858,549	18,608,439	31%	2,680,088	849,707	315%
Buildings	191,147	189,147	NA	-	-	NA
Machinery & Equipment	131,275	244,579	54%	96,644	669,224	14%
Total Operating Expenses	14,079,442	31,265,678		10,609,126	12,879,393	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	72,830	25,000	291%	28,608	156,500	18%
Fiscal Charges	(692,287)	(2,532,040)	27%	(665,632)	(3,556,200)	19%
Grants	19,962	-	NA	344,482	75,000	NA
Disposition of Assets	(138)	15,000	NA	28,546	20,000	NA
Non-Operating Revenue/(Expense)	(599,633)	(2,492,040)		(263,997)	(3,304,700)	
<u>Transfers In/ (Out)</u>						
Transfers In	13,362,402	19,217,613	70%	365,342	1,354,626	27%
Transfers Out	(4,544,321)	(6,059,095)	75%	(3,807,518)	(5,076,690)	75%
Total Transfers In/ (Out)	8,818,081	13,158,518		(3,442,175)	(3,722,064)	
Due to \$12M Loan Proceeds	\$ 13,554,617	\$ -		\$ 1,023,935	\$ -	

Stormwater Fund

Current Year and Prior Year to Date for Period Ending June 30, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	929,721	1,195,657	78%	839,410	1,097,586	76%
Total Operating Revenue	929,721	1,195,657	78%	839,410	1,097,586	76%
<u>Operating Expenses</u>						
Personal Services	252,500	375,278	67%	234,687	358,311	65%
Operating Expenses	53,693	274,548	20%	73,863	232,241	32%
Administrative Overhead	290,066	386,755	75%	283,392	377,856	75%
Capital Outlays						
Machinery & Equipment	13,083	13,304	NA	-	-	NA
Infrastructure Improvements	12,452	3,609,133	0%	155,302	-	NA
Total Operating Expenses	621,794	4,659,018		747,244	968,408	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	2,044	500	409%	405	1,200	34%
Fiscal Charges	-	-	NA	-	-	NA
Non-Operating Revenue/(Expenses)	2,044	500	409%	405	1,200	34%
<u>Transfers In/ (Out)</u>						
Transfers In	266,427	355,236	75%	486,998	649,331	75%
Transfers Out	(186,081)	(248,108)	75%	(684,360)	(912,480)	75%
Total Transfers In/ (Out)	80,346	107,128		(197,362)	(263,149)	
	\$ 390,318	\$ -		\$ (104,791)	\$ -	

Solid Waste Fund

Current Year and Prior Year to Date for Period Ending June 30, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	3,524,924	4,275,396.00	82%	3,011,003	3,870,386	78%
Franchise Fees	19,141	70,000.00	27%	63,602	32,000	199%
Other	9,969	3,000.00	332%	1,424	3,000	47%
Total Operating Revenue	3,554,034	4,348,396.00		3,076,029	3,905,386	
<u>Operating Expenses</u>						
Personal Services	1,161,093	1,447,237	80%	986,937	1,364,507	72%
Operating Expenses	1,873,332	2,230,244	84%	1,506,426	1,990,340	76%
Administrative Overhead	379,222	505,629	75%	346,415	461,887	75%
Capital Outlays						
Machinery & Equipment	-	26,765	NA	-	-	NA
Total Operating Expenses	3,413,646	4,209,875		2,839,779	3,816,734	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	1,898	100	1898%	1,003	6,000	17%
Disposition of Assets	10,677	2,500	NA	4,675	-	NA
Non-Operating Revenue/(Expenses)	12,575	2,600		5,678	6,000	
<u>Transfers In/ (Out)</u>						
Transfers In	164,732	219,642	75%	217,260	289,680	75%
Transfers Out	(270,572)	(360,763)	75%	(288,249)	(384,332)	75%
Total Transfers In/ (Out)	(105,841)	(141,121)		(70,989)	(94,652)	
	\$ 47,123	-		\$ 170,939	\$ -	

Municipal Marina Fund

Current Year and Prior Year to Date for Period Ending June 30, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
User Fees	4,487,266	4,505,250	100%	3,129,980	3,222,400	97%
Rental Income	40,198	42,000	96%	37,172	42,158	88%
Other	31,684	72,000	44%	39,071	33,000	118%
Total Operating Revenue	4,559,148	4,619,250		3,206,223	3,297,558	
<u>Operating Expenses</u>						
Personal Services	504,470	719,108	70%	568,849	792,012	72%
Operating Expenses	2,607,627	3,092,468	84%	1,526,893	1,690,883	90%
Administrative Overhead	356,024	474,698	75%	339,026	452,034	75%
Capital Outlays						
Machinery & Equipment	116,545	167,186	-70%	49,935	50,000	100%
Infrastructure Improvements	13	-	NA	-	-	NA
Total Operating Expenses	3,584,679	4,453,460		2,484,703	2,984,928	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	5,590	-	NA	2,149	20,000	NA
Grant Income	199,851	117,000	NA	-	-	NA
Fiscal Charges	-	-	NA	-	-	NA
Non-Operating Revenue/(Expenses)	205,441	117,000		2,149	20,000	
<u>Transfers In/ (Out)</u>						
Transfers In	52,100	69,467	75%	36,467	48,622	75%
Transfers Out	(264,193)	(352,257)	75%	(285,939)	(381,252)	75%
Total Transfers In/ (Out)	(212,093)	(282,790)		(249,472)	(332,630)	
	\$ 967,817	\$ -		\$ 474,198	\$ -	

Visitor Information Center Fund

Current Year and Prior Year to Date for Period Ending June 30, 2022

	CY Actual	CY Budget	CY % Used	PY Actual	PY Budget	PY % Used
<u>Operating Revenue</u>						
Parking Revenue	4,048,692	4,690,615	86%	3,510,533	3,328,350	105%
Gift Shop Revenue	516,852	600,000	86%	358,705	600,000	60%
Other	46,327	60,000	77%	24,603	70,000	35%
Total Operating Revenue	4,611,871	5,350,615		3,893,840	3,998,350	
<u>Operating Expenses</u>						
Personal Services	772,650	1,156,411	67%	695,553	1,103,908	63%
Operating Expenses	793,255	1,639,693	48%	854,011	1,529,734	56%
Administrative Overhead	1,614,620	2,152,827	75%	1,602,948	2,137,264	75%
Capital Outlays						
Buildings	124,628	846,350	NA	-	-	NA
Machinery & Equipment	14,680	69,680	NA	-	-	NA
Total Operating Expenses	3,319,832	5,864,962		3,152,512	4,770,906	
<u>Non-Operating Revenue/ (Expenses)</u>						
Interest Income	12,083	2,500	483%	2,269	26,250	9%
Other Income	213,119	212,000	101%	145,478	147,000	99%
Fiscal Charges	(372,929)	(1,697,847)	22%	(410,202)	(1,727,145)	24%
Non-Operating Revenue/(Expenses)	(147,727)	(1,483,347)		(262,454)	(1,553,895)	
<u>Transfers In/ (Out)</u>						
Transfers In	1,147,054	1,529,405	75%	1,312,479	1,749,972	75%
Transfers Out	351,217	468,289	75%	432,359	576,479	75%
Total Transfers In/ (Out)	1,498,271	1,997,694		1,744,838	2,326,451	
	\$ 2,642,582	\$ 0		\$ 2,223,712	\$ 0	

CITY OF ST. AUGUSTINE

MEMORANDUM

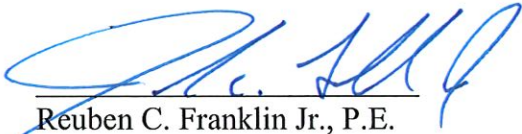
TO: John Regan, P.E.
City Manager

DATE: July 14, 2022

RE: Consent Agenda Item for July 25, 2022, City Commission Meeting;
Presentation for Public Works and Utility Update

We would like to provide the Public Works & Utilities Update to the City Commission and request that the presentation be placed on the Consent Agenda for the July 25, 2022, meeting.

Attached, is a copy of the presentation and if you should have any questions, please contact us.



Reuben C. Franklin Jr., P.E.
Public Works Director

Attachment: PW & U PowerPoint Presentation

cc: City Attorney & Department Heads



CITY OF
ST AUGUSTINE
—EST. 1565—

City Commission

Public Works & Utilities

Quarterly Update

July 25, 2022

Todd J. Grant, P.G.

Director, Utilities

Reuben C. Franklin, Jr., P.E.

Director, Public Works





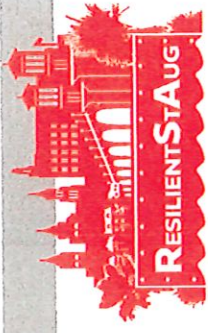
CITY OF
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PW & Utilities Quarterly Update Agenda

- ❖ **Resilience Program Updates**
- ❖ **FEMA 13 Lift Station Rehabilitation Project**
- ❖ **West Augustine Gravity Sewer Improvements**
- ❖ **Capital Projects Overview and Status**
- ❖ **Sustainability and Environmental Updates**
- ❖ **Development Updates**
- ❖ **Mobility Program Updates**
- ❖ **Questions and Discussion**
- ❖ **Appendix – CIP Project Information Sheets & Glossary of Terms**



Resilience Program Updates



❖ Planning

➤ Stormwater Resilience Master Plan

- Commission approval to use ARPA Funds ≈ \$2,000,000
- Use the latest data available, understand associated risks and timelines to make informed decisions
- Staff is drafting Request for Qualifications (RFQ) solicitation packet

➤ USACE Back Bay Feasibility Study

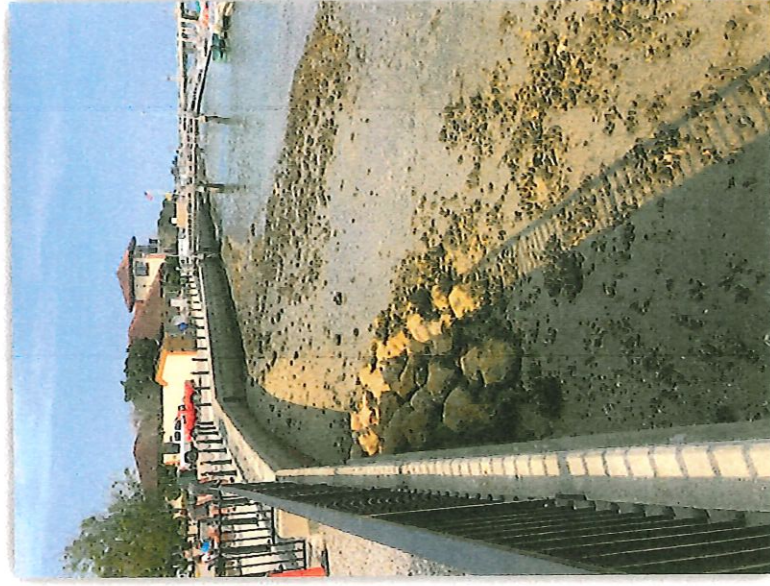
- 3-year, \$3 Million comprehensive study to evaluate coastal storm risks
- Identified solutions are eligible for Federal cost share funding for construction
- Staff is working with the Corps on the Draft Feasibility Cost Share Agreement

Resilience Program Updates



❖ Projects

- ✓ FEMA 13 Lift Stations Rehabilitation - under construction (www.CityStAug.com/FEMA13)
- ✓ Lake Maria Sanchez Flood Mitigation and Drainage Improvement Project (HMPG) – proceeding with design (www.CityStAug.com/LakeMariaSanchez)
- ✓ Avenida Menendez Flood Barrier (HMGP) – Phase 1 @ 100% Design, submitted for FIND grant funding, permitting in progress
- ✓ South Whitney West King Street Flood Mitigation (HMGP) – design completed, preparing bid solicitations, working with St. Johns County





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Resilience Program Updates

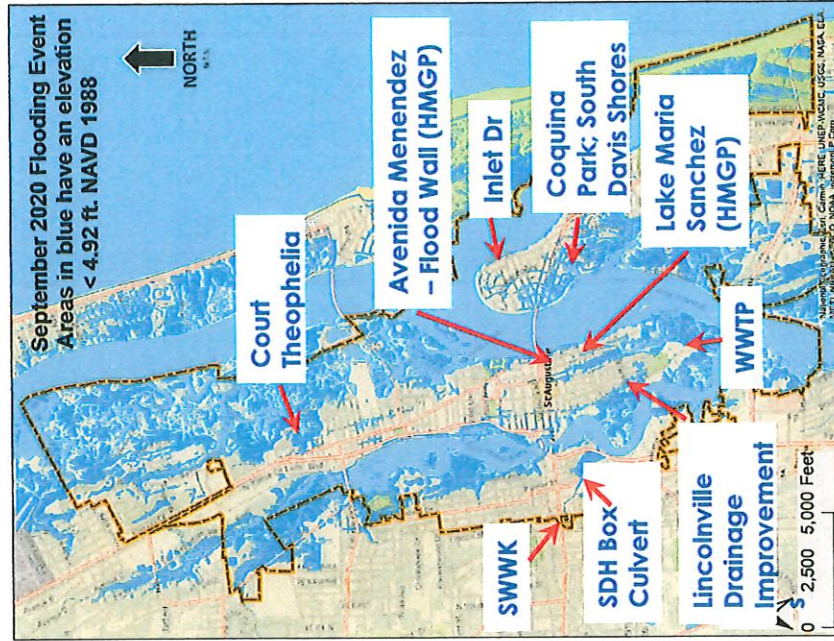


**Current Flood Mitigation Investments ≈
\$69,741,833 (\$58,218,292, grant funded, 83%):**

- ☐ Lake Maria Sanchez*, **
- ☐ FEMA 13 Lift Station Hardening and Flood Proofing*
- ☐ Wastewater Treatment Plant (WWTP) Flood Proofing
- ☐ South Whitney/West King (SWWK) Flood Mitigation*, **
- ☐ Avenida Menendez Flood Wall*
- ☐ City-wide tide check valves (43 installed, 20 future)**
- ☐ Coquina Park
- ☐ South Dixie Highway Culvert Replacement**
- ☐ Lincolnville Utility and Drainage Improvements*, **
- ☐ South Davis Shores Flood Mitigation and Drainage Improvements*, **
- ☐ Inlet Drive Shoreline Resiliency Improvements*, **
- ☐ Flood Mitigation and Drainage Improvements for the Court Theophelia Neighborhood*, **
- ☐ Stormwater Master Plan Update for Resiliency**
- ☐ USACE Back Bay Feasibility Study*, **

*Denotes Federally Funded Project (FEMA -PA, HMGP; HUD/DEO-CDBG-NR)

**Denotes State Funded Project (SJRWMD, FDEP)

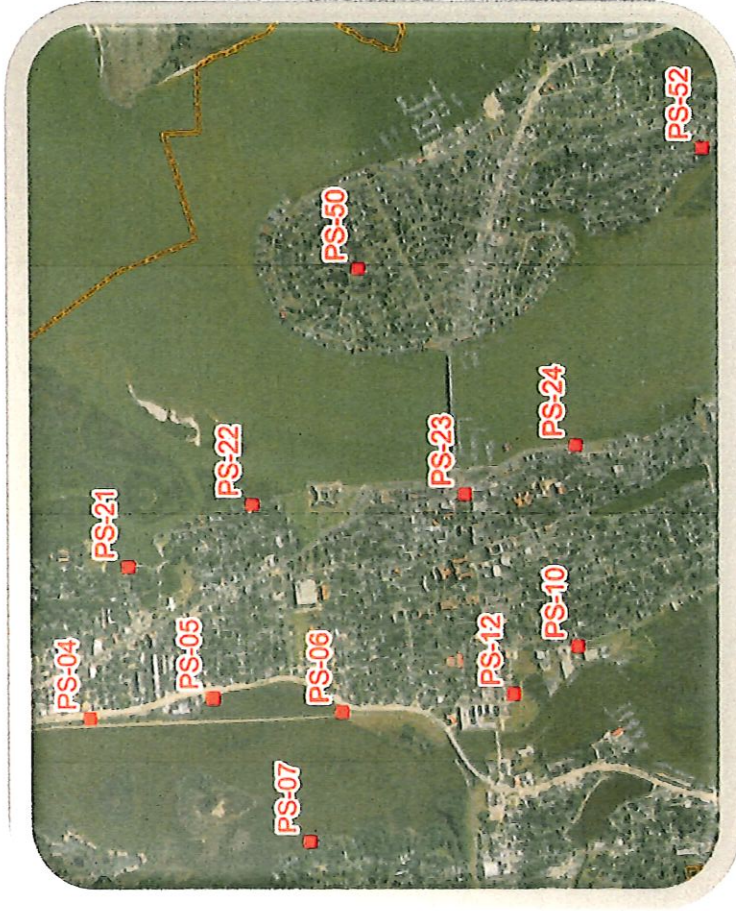




CITY OF
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FEMA 13 LIFT STATIONS REHABILITATION

- ❖ Construction Cost \$13.8M
- ❖ Start Construction Jan 2021
- ❖ Finish Construction Feb 2023
- ❖ Substantially Complete:
 - ❖ LS-4, 5, 6, 21, 22, 23, 24
- ❖ Under construction
 - ❖ 7, 10, 11, 12, 52
- ❖ Arricola Ave. Force Main
 - ❖ Complete





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West Augustine Gravity Sewer Improvements

West Augustine Sewer Master Plan

- ❖ In Design

West 3rd Street Sewer Extension – Volusia to Knowlton St

- ❖ In Design
- ❖ Eliminates 20 Residential Septic Tanks

Septic-to-Sewer Program

- ❖ Completed: Pkg 5, 7 connections
- ❖ Abandoned 57 septic systems to date

Pearl Street Gravity Sewer

- ❖ In Design - Expanding gravity sewer from existing lift station





CITY OF
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EST. 1565

CIP Overall Status Summary

Capital Improvement Projects – Through July 25, 2022

Project Scope Development	Conceptual Analysis & Studies	Preliminary Design	Final Design	Bidding Construction Contract	Construction Phase	Substantial Completion	Final Completion
South Tank Potable Water Fill Line	St. Francis Street Utility Improvements	Lake Maria Sanchez Flood Mitigation	Sevilla St Roadway & Utility Improvements	City Marina Crosswalk* WTP Motor Control Center Replacement	Hurricane Matthew FEMA 13 Lift Station Rehabilitation	S. Orange Street Utility Adjustments (SJC)	I&I Clean & Inspect Sewer Basins 62, 68, 69, & 71
SCADA Master Plan	Lift Station 14 Replacement	San Sebastian WM HDD King Street	Avenida Menendez Seawall (HMGF) ⁽¹⁾	RO Concentrate Discharge	N. Rodriguez Street Utility Adj (SJC)	Lift Station 4, 5, 6, 21 22, 23, 24 (FEMA 13)	West Augustine Septic to Sewer Connections PKG 5
Pearl Street Force Main Improvements	Lift Station 8 Replacement	Stormwater Outfall Tide Check-Valve Master Plan	Duero & Cerro Utility and Storm Improvement	SR 312 from 207 to Holmes Util Adj (FDOT)	I&I Manhole Rehab Basins 16, 17, 20, & 52	I&I Smoke Testing Sanitary – 16 Basins	
Lighthouse Park Gravity Sewer Improvements	Lift Station 41 Replacement	W Augustine Gravity Sewer Master Plan	King Street Drainage (FDOT)	I&I Sanitary Sewer Main & Lateral Rehab FY 2022	WWTP Headworks Rehabilitation	Automatic Meter Reading Phase 4	
Court Theophelia Neighborhood Stormwater and Improvements	Stormwater Master Plan Update Phase 2	Inlet Drive Shoreline Stabilization	S. Holmes Utility Adjustments (SJC)	Downtown Circulator Route 1	Parking Pay Station Flood Proofing	Amicola Ave Force Main HDD Improvements	
South Davis Shores Flood Mitigation & Drainage Improvements	USACOE Back Bay Feasibility Study	Stormwater CIPP Lining for Valves	Sanita Rosa Utility Adjustments (SJC)	Downtown Improvement District Phase 2A	Oyster Creek Force Main HDD (FDOT)	Oyster Creek Force Main HDD (FDOT)	
WWTP Motor Control Center #1 Improvements	Groundwater Monitoring	Pearl Street Gravity Sewer Improvements	West 3 rd Street Gravity Sewer Improvements		I&I Clean & Inspect Sewer Basins 60, 64, 66, & 70	I&I Clean & Inspect Sewer Basins 62, 68, 69, & 71	

Key:
(1) Grant Dependent
(2) Developer Dependent
(3) Postponed
(**) Phase Complete



CITY OF
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— EST. 1565 —

Sustainability Updates

❖ Residential Compost Bin Pilot Program

- ❖ Applications opened 3/18/2022, quantity limits met same day
- ❖ Bins delivered May 5 – June 24
- ❖ 45 bins total: 31 tumbling units, 14 stationary ground units



❖ Tree Canopy Enhancement Program Update

- ❖ Year 2 applications opened 6/1/2022
- ❖ Application quantity limits have been met
- ❖ Next step: City staff will conduct site assessments August – September
- ❖ Target planting trees November – February



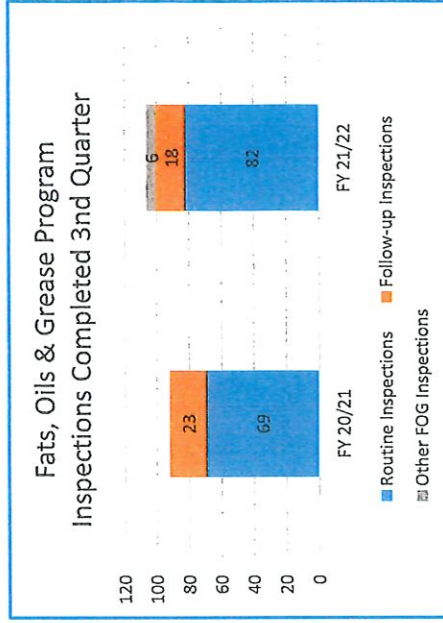


CITY OF
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EST. 1585

Environmental Programs Updates

❖ Fats, Oils & Grease Program

- ❖ 106 inspections completed this quarter, 15% increase over 3rd quarter FY 20/21
- ❖ 18 facilities out of compliance & required follow-up inspections



❖ Cross-Connection Control Program

- ❖ 2,067 active accounts
- ❖ Received/logged more than 146 backflow preventer test reports



❖ Illicit Discharge Detection & Elimination Program

- ❖ Monthly pollution prevention inspections completed at fleet & marina
- ❖ 81 proactive illicit discharge inspections completed



CITY OF
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—EST. 1585—

Development Updates

STATISTICS FOR FY 2022 YEAR TO DATE

Private Development Projects:

- ❖ Projects In Active Construction: 23
- ❖ Current Projects In Review Process: 15
- ❖ Submittal Packages Received: 27
- ❖ Development Permits Issued: 19
- ❖ Projects Closed Out: 5

Right-of-way Permits Issued:

- ❖ General: 109
- ❖ Franchise Utilities: 87





CITY OF
ST. AUGUSTINE
—EST. 1565—

Mobility Program Activity Update

Progress to Date		Deliverable/Activity	% Complete	Est. Finish	Notes
Neighborhood					
North City Trail Concept Plan		Develop trail from the Fort to the Fullerwood Neighborhood	100%	-	
San Marco Bike Lanes		Install bike lanes, crosswalks & sidewalk between US1 & SR16	75%	2/1/2023	Need to request quote from contractor
City					
Parking Code Update		Review and update parking code requirements	30%	1/15/2023	Fall 2022 PZB; Mobility Fee was prioritized
Smart Parking System		Phase 2 Integrate Parking Garage with On/Off Street Parking	90%	TBD	Pilot system started on July 18, 2022
Tolomato Lot Redesign		Reconstruct lot to include commercial loading zones	50%	2/1/2024	Construction plans out to bid, bid opening July 25th
DID Phase 2A		Construct curbless streets on Spanish St (Cuna to Orange)	50%	2/1/2024	Construction plans out to bid, bid opening July 25th
Bike Share Program		Develop a sponsored bike share program for the City	100%	-	
May St/San Marco Landscape		Design and install landscaping at the new intersection	90%	2/1/2023	Installation planned for January 2023
Broudy Multi-Modal Project		Develop public parking as part of a multi modal development	50%	TBD	MOD zoning consideration in process
King St Master Plan		Determine whether City should request ownership transfer from FDOT	100%	-	
King St Complete St Design		Design King St, Cordova St and Cathedral Pl as complete streets	0%	6/1/2028	Developing RFQ to select design team
Granada/Cordova Repaving		Add bike lane to Granada St and Sharrows to Cordova St	0%	2/1/2023	Need to request quote from contractor
Circulator - Route 1		Establish a circulator utilizing FDOT grant funds	50%	10/20/2022	Grant is executed and vendor is selected
Local (SIC, CoSAB, TPO, etc.)					
Anastasia Blvd Study		Develop Complete Street options for the corridor from Red Cox to Bol	100%	-	Presented findings to City Commission



CITY OF
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Mobility Program Activity Update

Progress to Date				
Level/Initiative	Deliverable/Activity	% Complete	Est. Finish	Notes
State (FDOT, SJRWMD, DEP)				
Red Cox Rd/Anastasia Blvd	Intersection improvements - Roundabout	30%	-	Working to relocate fire station
BoL Intersection	Intersections improvements at the base of the bridge at Avenida	0%	6/1/2028	In conceptual development
Smart St. Augustine	Deploy dynamic message signs, flood sensor, etc..	0%	6/1/2026	Waiting on FDOT funding
Zorayda/A1A Ped Crossing	Design	100%	-	
Federal				
Major Accomplishments (since April 2021)		Upcoming Activities		
→ Bikeshare Launch		→ Circulator Launch		
→ Anastasia Blvd Study		→ Mobility Week		
→ King St Ownership Agreement				
Challenges, Risks & Issues				
□ Land Acquisition for Park and Ride Program				
Key Decisions				
Decisions Required:				
•				



CITY OF
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—EST. 1565—

Mobility Program: Bikeshare Service

BOLT

St. Augustine

Ridership Report:

April, 2022

St. Augustine April, 2022

Ridership Data:

Fleet Overview

Total number of rides : **1,055**
Average number of deployed vehicles : **85**

Ridership Trends

Average trips per rider : **1.8 trips**
Most popular day of the week for ridership : **Sat**
Peak ridership time : **18**

Rider Data

Total number of unique riders : **581**
New : **490**
Repeat : **91**

Trip Data

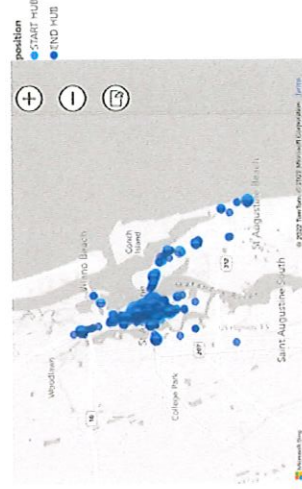
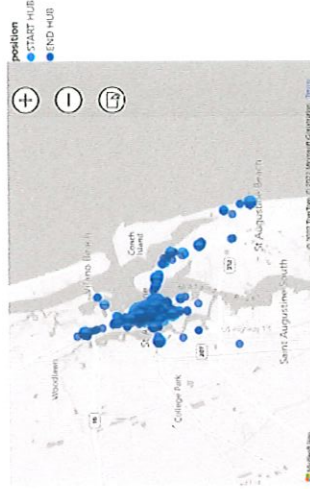
Average trip length : **1.0 miles**
Average trip duration : **21.2 minutes**
Total miles ridden : **1,035**

Hubs

Top hub location : **staugustine_Visitor InformationCenterVIC**
Number of rides that ended in a hub : **504**
Number of rides that ended outside of a hub : **551**

St. Augustine April, 2022

Heat Map:





Mobility Program: 4th of July Shuttle

July 4, 2022, Anastasia Island – Park & Ride Shuttle

Passenger Count (in-bound)



Lot Location	4-July
Anastasia Island	1,633 (Monday)
2022 Totals	1,633
2021 Totals (Covid)	No Shuttle (Sunday)
2020 Totals (Covid)	No Shuttle (Saturday)
2019 Totals	2,778 (Thursday)
2018 Totals	2,968 (Wednesday)
2017 Totals	2,682 (Tuesday)



CITY OF
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— EST. 1585 —

Mobility Program: Parking Dynamic Signage



Phase 1 of the dynamic parking signs is complete. These signs are installed at all the entry ways to the parking garage.

The next step is to have real-time parking data available on the City website, followed by the Smart St. Augustine initiative funded via FDOT.





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CIP Project Information

Additional Questions and Commission Discussion



Appendix

CIP Project Information Sheets and Glossary of Terms



CITY OF
ST. AUGUSTINE
—EST. 1585—

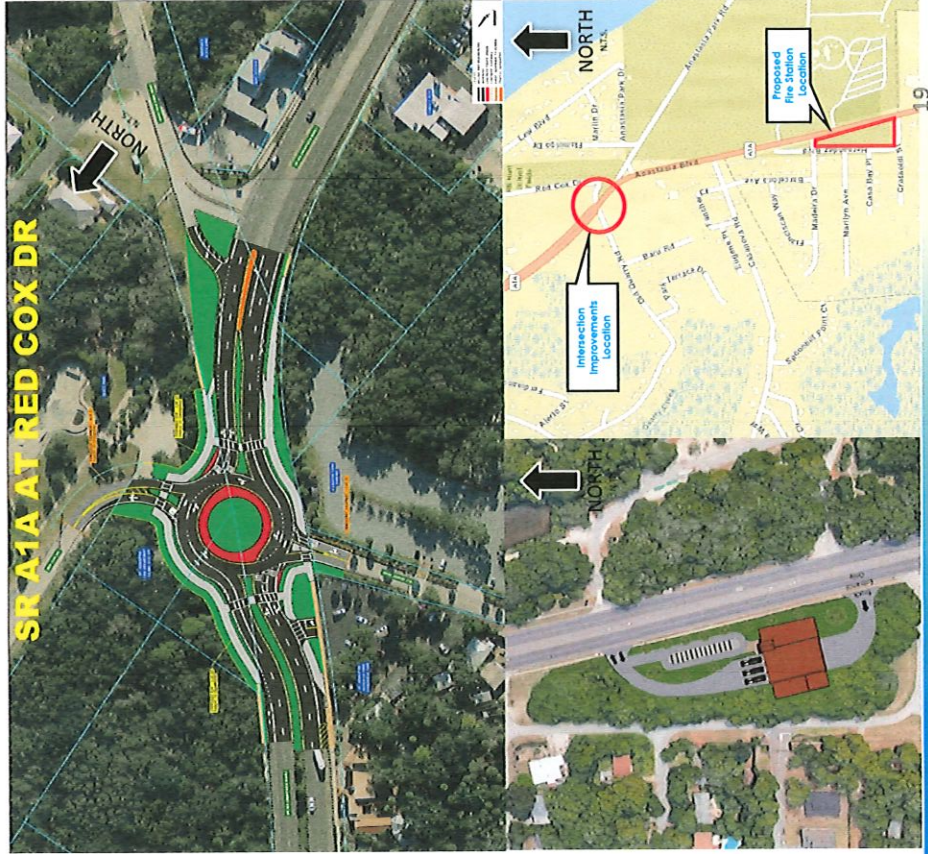
CIP Project Information Sheet

Anastasia Boulevard Fire Station and Traffic Improvements

The City intends to acquire 5-acres of vacant state land located at Anastasia Park. This land acquisition allows the City to construct a modern fire station in a new location to serve the surrounding area. It will also allow the existing fire station located near the state park entrance to be decommissioned. The City will then work with the FDOT to make intersection improvements at Anastasia Boulevard, Red Cox Road, and Old Quarry Road for safety improvements.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ TBD
\$ TBD
Scope
TBD





CITY OF
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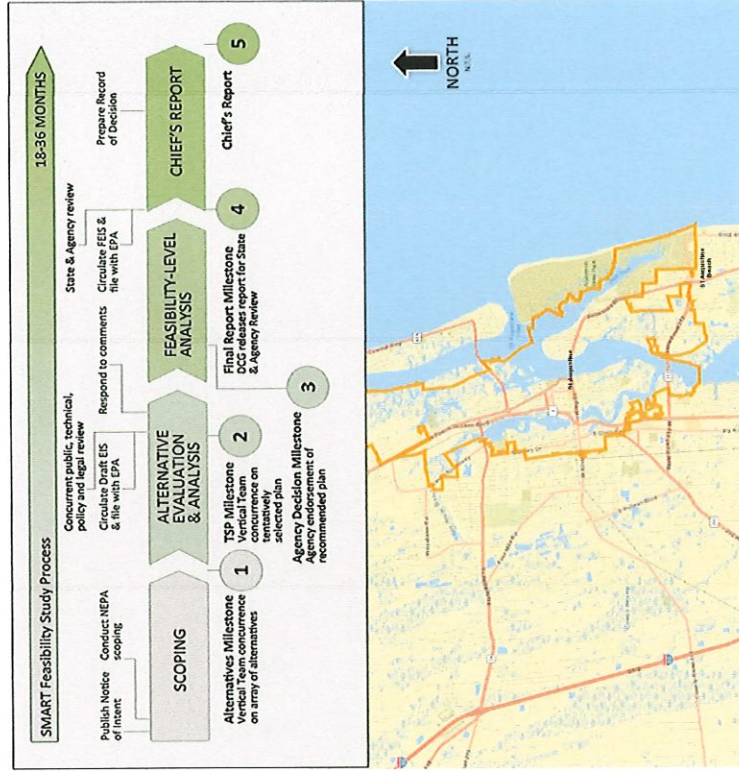
CIP Project Information Sheet

Army Corps of Engineers Back Bay Feasibility Study

The City of St. Augustine Coastal Storm Risk Management (CSRM) Study is a three-year federal feasibility study that investigates coastal storm impacts on the City of St. Augustine. In partnership with the Army Corps of Engineers, City of St. Augustine and its stakeholders, the study will also explore economically-viable and environmentally-sound solutions to mitigate coastal storm risks. The objective of the Study is to investigate Coastal Storm Risk Management problems and identify solutions to reduce damages from coastal flooding that affects population, critical infrastructure, historic and culturally significant resources, and ecosystems, which will benefit the community as future projects are designed to mitigate flooding. Resilient Florida program is granting \$500,000 to this study. US Army Corp will cover 50% of the \$3 million.

Study Cost:
Construction Cost:
Project Status:
Study Duration:

\$ 3.0 M
\$ TBD
Solicitation – Study
2022 – 2025





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CIP Project Information Sheet

Arriola Ave Force Main HDD

This project will replace and extend the force main between LS-51 and 52 in South Davis Shores. The existing cast iron force main stops short of LS-52 and discharges into a manhole on Solano Ave. This has caused SSOs (sanitary sewer overflows) at the manhole on Solano. This project will improve our utility, harden the collection and transfer of wastewater, and eliminate SSOs. Design and construction of this project is funded by city bond proceeds.

Design Cost: \$ 181,000
Construction Cost: \$ 620,000
Project Status: Construction
Construction Duration: April 2022 – May 2022



CITY OF ST. AUGUSTINE
FEMA 15 Lift Stations Rehabilitation and Arriola
Avenue Force Main

Arriola Force Main UPCOMING WORK

SUMMARY

In 2016 Hurricane Matthew storm surge damaged 13 lift stations. After repairing them, the City began investigating upgrading them given the threat of future storm events. The lift station improvements will include a proactive approach to future storm damage. The City will elevate the electrical control panels to account for 500-year flood events and storm surge, and the City will upgrade the vertical concrete walls to resist buoyant forces. The City is combining the necessary repairs of the lift stations with a new wastewater force main underneath Arriola Avenue.

IMPACT IN YOUR YARD

Work will be occurring within the public right of way, but the City, contractor, and design team understands many yards do extend from private to public property. The contractor has been instructed to restore any sod or mulch areas to match the surrounding sod / mulch type.

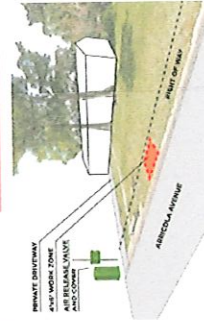
A small number of yards will be impacted with the addition of air release valves and enclosures. This is a critical piece of infrastructure that keeps the force main working correctly. These have been carefully planned around the series of driveways and landscape areas, and continued coordination will continue in the field during construction.

Driveways may be impacted during some times due to laydown of pipe and general coordination. The contractor team is committed to providing access / coordination as much as possible during construction.

WORK TIMELINE
START OF CONSTRUCTION
Approximately
March 14, 2022

END OF CONSTRUCTION
May 2022

IMPACT TIME WITHIN EACH YARD
1-3 weeks



Hazen **ML+H**
1827 JACKSONVILLE, P.O. Box 1000, Jacksonville, FL 32202-1000



CITY OF
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CIP Project Information Sheet

Avenida Menendez Seawall

The City of St. Augustine has received federal funding through FEMA's Hazard Mitigation Grant Program to design and construct the final segment of seawall near the Marina. This project will essentially close the "elevation" gap between the existing north (Bayfront Park) and south (2013 Avenida Menendez Seawall) segments. The project entails raising the final segment of seawall to match the north and south elevations, installation of two (2) tide check valves, and rehabilitation of the existing seawall to harden it. The combination of this work will provide for a higher level of flood protection up to the 100-year storm event (also referred to as the 1% annual chance event). The City has also recently applied to the Florida Inland Navigation District (FIND) to help with the construction costs that the City will be responsible for. Decisions on the pending grant application with FIND will be made later this summer or early fall.

Design Cost:	\$ 150,000
Construction Cost:	\$ 1.5 M estimate
Project Status:	Design
Construction Duration:	2023 – 2024





ST AUGUSTINE
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CIP Project Information Sheet

Court Theophelia Neighborhood Stormwater and Utility Improvements

The project includes design, permitting, and construction to replace aged utilities, upgrade existing storm water infrastructure and evaluate structural and non-structural based resiliency options for the neighborhood. A mobility component will also be included. The project outcomes include reconstruction of flood prone and damaged roads due to high tide flooding, improved drainage to provide a higher level of service during rainfall events, replacement of aged utilities, implementation of green infrastructure and/or low impact development to provide water quality benefit with storm water management, potential incorporation of greenspace for multi-project benefits to serve as recreational, storm water mobility and resiliency uses. Resilient Florida program is granting \$ 2,581,600 to this project.

Design Cost: \$ 200,000 estimate
Construction Cost: \$ 2,581,600
Project Status: Solicitation – Design
Construction Duration: TBD





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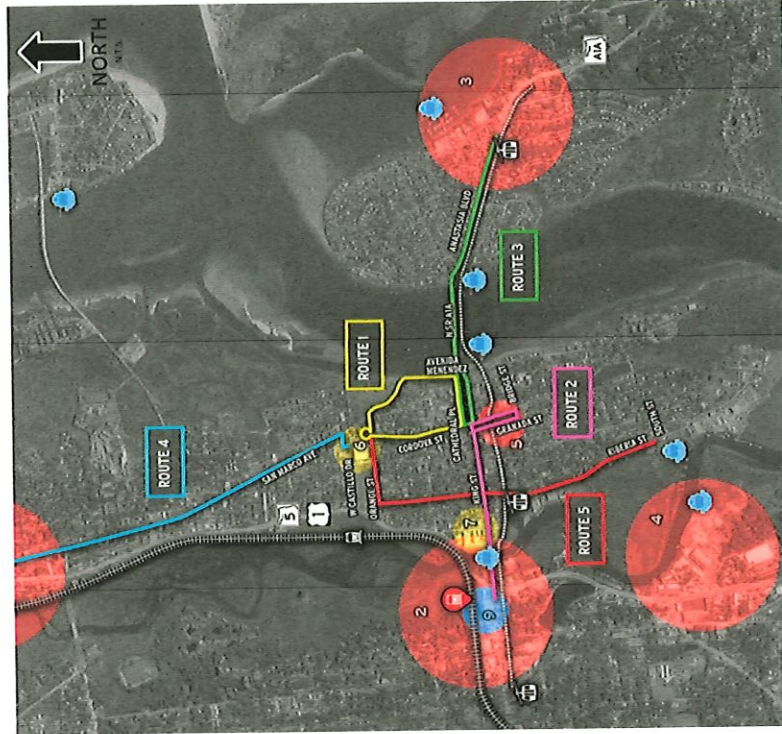
CIP Project Information Sheet

Downtown Circulator – Route 1

This project will operate a bus circulator throughout the city. Beginning in the red brick cul-de-sac at the City of St. Augustine (CoSA) Visitor Information Center (VIC) located at 10 South Castillo Drive, the Circulator will travel south to the intersection of Cordova Street at Orange Street. Then turn left and travel east along Orange Street to South Castillo Drive. Then turn right onto South Castillo Drive and travel in a southeasterly direction to Avenida Menendez and turn right onto Avenida Menendez. Then right on Cathedral Place and right onto Cordova Street heading north back to the VIC. The total travel distance is 1.12 miles, and travel time is estimated to be 15 minutes during normal traffic conditions and should include normal required time for passengers unloading/loading at the 3 Stops. Frequency of Stops are desired to be in 15-minute intervals. FDOT is providing \$1.0 million operational funding for five years.

Operation Cost:
Construction Cost:
Project Status:
Operation Duration:

\$ 1.0 M annually
\$ NA
Solicitation
5 years





CITY OF
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CIP Project Information Sheet

Downtown Improvement District Phase 2A

Part 1: Reconstruct Spanish St. (from Cuna St. to Orange St.) and Tolomato Ln (from Spanish St. to Cordova St.) as curb-less streets with coquina sidewalks and brick cart path. Improvements include underground water and sewer upgrades, stormwater pipes, and inlets, road regrading, concrete work, street lighting and landscaping.

Part 2: Reconfigure and reconstruct Tolomato Lot to include parking, commercial loading zones, a trash compactor enclosure and a recycling enclosure. The improvements include concrete pavement, pervious pavers, and loose coquina shell parking surface. Additionally, there is improved lighting, landscaping, bike racks, a perimeter masonry wall and pedestrian connections to Spanish St. Special care is to be taken to protect existing trees that are to remain.

Design Cost:

\$ 200,000

Construction Cost:

\$ 2.0 M estimate

Project Status:

Solicitation - Construction

Construction Duration:

2022 – 2023





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CIP Project Information Sheet

Duero and Cerro St. Stormwater and Utility Improvements

This project will replace and improve utilities along Duero Street, Twine Street, and Cerro Street. Stormwater collection inlets and culverts will be replaced along Duero Street, between MLK Ave. and Blanco Street, and added along Cerro Street. Gravity sewer, water main, and force main improvements will also occur along Duero Street, Cerro Street, and the block of Twine Street between.

Design Cost:	\$ 144,000
Construction Cost:	\$ TBD
Project Status:	Design
Construction Duration:	TBD





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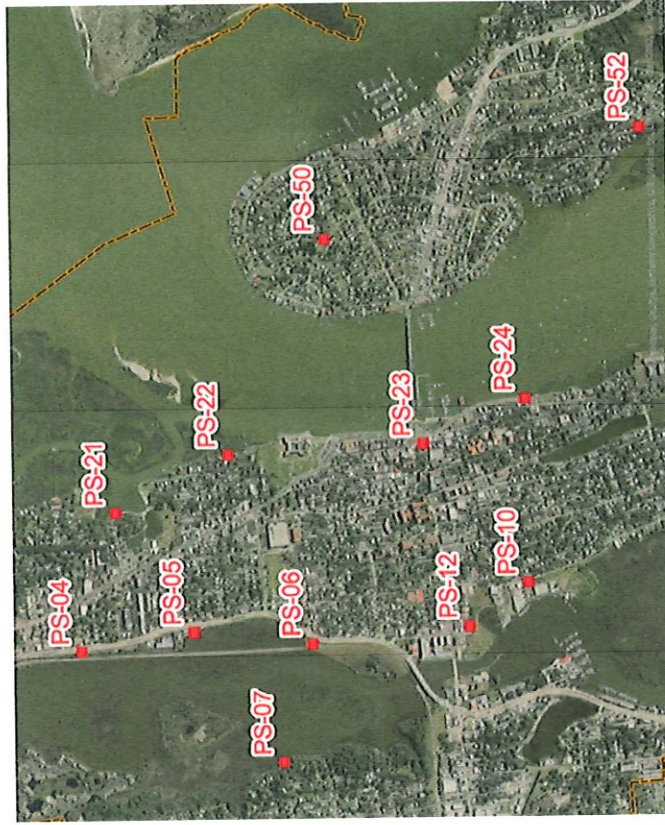
CIP Project Information Sheet

FEMA 13 Lift Station Rehabilitation and Replacement

These 13 lift stations (LS-4, 5, 6, 7, 10, 11, 12, 21, 22, 50, & 52) were identified as being damaged during hurricane Mathew, and again during hurricane Irma. This project will elevate, rehabilitate, replace, and harden the lift stations against future storms and flooding events. This project is funded through FEMA's Public Assistance program with 75% reimbursable, the State reimbursing 12.5%, and the city's share 12.5%.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 1.4 M
\$ 14.8 M
Construction
Sept 2020 – Feb 2023





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CIP Project Information Sheet

Groundwater Monitoring

This project will focus on predicting impacts, specifically to critical infrastructure, of sea level rise by installing a monitoring network to accurately measure rates of change in current shallow groundwater elevation and water quality. The monitoring network proposed will contain up to 60 monitoring points. A professional licensed surveyor will survey each point. Monitoring will be scheduled/sequenced to represent the same atmospheric / geologic conditions each monitoring period to attempt to replicate these variables. All data (sea level, groundwater, water quality & creek level) will be compiled and summarized quarterly, building the data set. Daily rainfall along with any severe storm activity will also be summarized. Resilient Florida program is granting \$ 217,100 for this project.

Design Cost:

\$ 7,000 estimate

Construction Cost:

\$ 210,100 estimate

Project Status:

Solicitation – Design

Construction Duration:

TBD

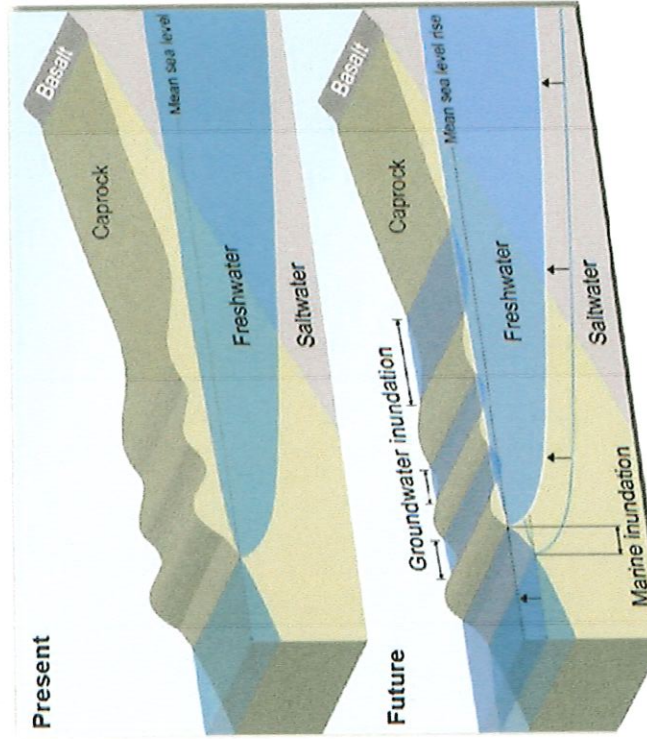


Figure 19. Conceptual diagram of groundwater inundation, obtained from Rotzoll and Fletcher (2012).



CITY OF
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CIP Project Information Sheet

Inlet Drive Shoreline Stabilization

This project would look to include a combination of structural and non-structural based solutions (living shoreline enhancement, thin layer placement of dredged material etc.) to elevate and protect a section of shoreline that is subject to coastal erosion that would provide a higher level of flood protection for a critical residential road in the North Davis Shores neighborhood. This would also include upgrading the existing storm infrastructure and installation of a tide check valve. Resilient Florida program is granting \$711,090 to this project.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 36,000 estimate
\$ 620,000 estimate
Solicitation – Design
TBD





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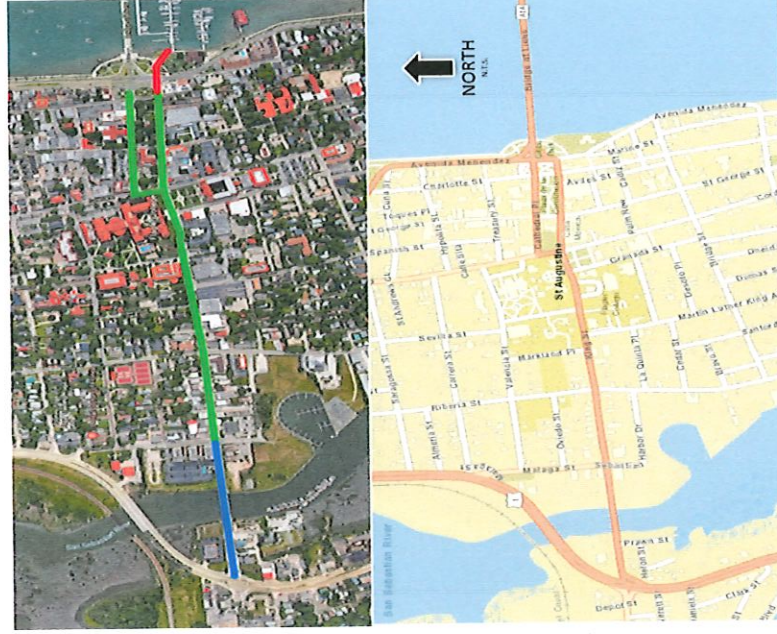
CIP Project Information Sheet

King Street Ownership Transfer

The Florida Department of Transportation (FDOT) transfers the ownership of right-of-way for King Street, Cathedral Place, Cordova Street and the San Sebastian Bridge located between US 1 and Avenida Menendez to the City of St. Augustine (CoSA). It is in the best interest of the CoSA to control this entry corridor bisecting the City to enact mobility improvements consistent with the CoSA's Mobility Plan. Ownership of the bridge will be transferred to CoSA once the reconstruction is complete. The FDOT commits to a redesign of the intersections located at the western base of the Bridge of Lions including Cathedral Place/Avenida Menendez and King Street/Avenida Menendez. The FDOT also commits to evaluating and if feasible work with the City to design, permit and construct a pedestrian/bicycle bridge crossing US 1 connecting east King Street to west King Street. FDOT is providing up to \$18.0 million in reimbursement for this project.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 1.0 M estimate
\$ 17.0 M estimate
Design
TBD





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CIP Project Information Sheet

King Street and San Sebastian River WM HDD

This project will replace the existing water main on King Street crossing San Sebastian river. FDOT is replacing the bridge on King Street that crosses the San Sebastian river. The city's existing cast iron water main is an aerial crossing adjacent to the bridge. The new water main will be a horizontally-directionally-drilled (HDD) water main beneath the river. This water main replacement will occur before the FDOT bridge replacement project.

Design Cost: \$ 100,000
Construction Cost: \$ 400,000 estimate
Project Status: Design
Construction Duration: TBD





CIP Project Information Sheet

Lake Maria Sanchez Flood Mitigation & Drainage Improvements

This project will benefit approximately 200 acres of the historic district of the Nation's Oldest City. It will provide an increased level of flood protection from increasing high tide events, storm surge and future sea level rise by incorporating a combination of resilience strategies which include upgrades to the existing stormwater infrastructure, installation of a stormwater pump station, construction of a flood wall, and installation of tide check valves. The project area includes several historic buildings and structures listed on the National Register of Historical Places. By maintaining the integrity of the Nations Oldest City through implementation of this project, it will help our regionally significant historical and cultural assets benefiting the County and arguably the Northeast Florida region. FEMA Hazard Mitigation program is granting \$ 8.6 million and Resilient Florida program is granting \$18.8 million for this project.

Design Cost:

\$ 1.8 M

Construction Cost:

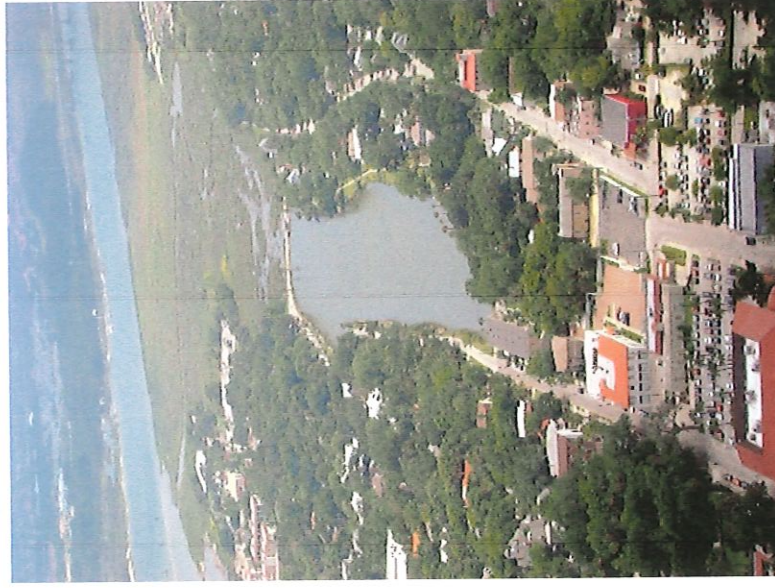
\$ 27.0 M estimate

Project Status:

Design

Construction Duration:

2023 – 2026





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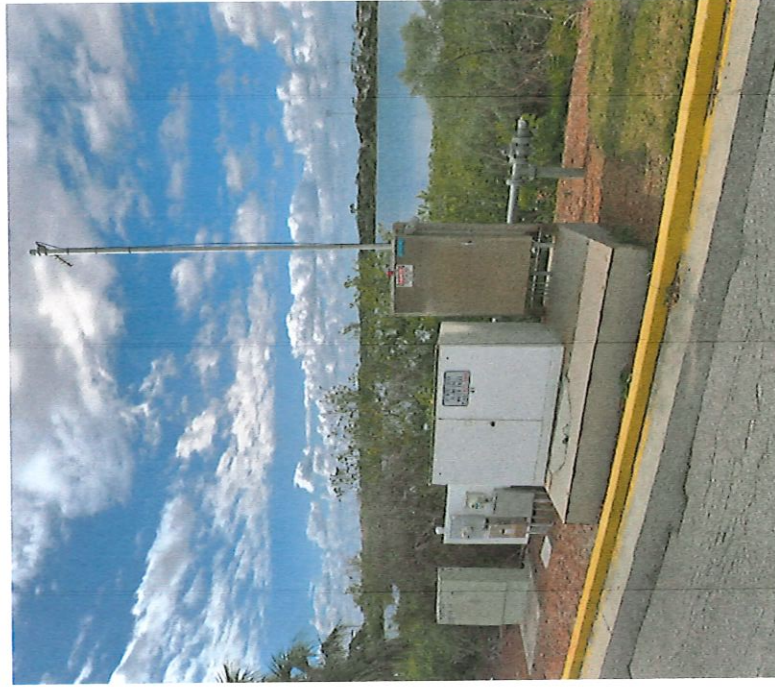
CIP Project Information Sheet

Lift Station 8, 14, and 41 Replacement

These projects will replace existing city lift stations located throughout the city. Lift station 8 and 14 are circa 1960's "can" stations utilizing a wet and dry pit. LS-41 is an existing suction-lift wastewater pumping station. The new stations will be modern submersible duplex stations with an emphasis on resiliency and hardening against storm surge and flooding.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 360,000 estimate
\$ 3.0 M estimate
Design
TBD





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CIP Project Information Sheet

Lighthouse Park Gravity Sewer Improvements

This project will bring gravity sewer collection systems to the greater Lighthouse Park Neighborhood area. This neighborhood area was identified in the Septic Tank Vulnerability Assessment study as one of the top contributors to surface water nitrogen from septic within the city limits. This project will eliminate existing and future onsite septic systems and residential grinder pump connections to force main. The project area is east of Anastasia Blvd between Ocean Way to the north and Anastasia Park Dr to the south. Design for this project is funded by city bond proceeds.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 665,000 estimate
\$ 6.7 M estimate
Design
TBD





CITY OF
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CIP Project Information Sheet

Mini Grant Program for Sewer Connections in West Augustine – Package 5

This program connects west Augustine area existing homes on septic to the city's existing gravity sanitary sewer collection system. The city has been setting aside \$250,000 per year to be used for these septic to sewer conversions. The city identifies qualifying homes (homes on septic with gravity sewer available) and assembles construction packages. During construction, the existing septic tank is demolished, the home's plumbing is rerouted and connected to the existing gravity sanitary sewer main. Package 5 is converting 11 homes to gravity sewer and 61 conversions have been completed to date.

Design Cost:

\$ In-House

Construction Cost:

\$ 181,019

Project Status:

Construction Complete

Construction Duration:

5 Months





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CIP Project Information Sheet

Oyster Creek Force Main HDD

This project will replace the existing 8-inch PVC and 6-inch cast iron force mains with a single 12-inch HDPE force main. The new 12-inch force main will be installed via the horizontal directional drill (HDD) method. This work will improve the city's utility and relocate it out the way of future FDOT box culvert work.

Design Cost:

\$ 27,000

Construction Cost:

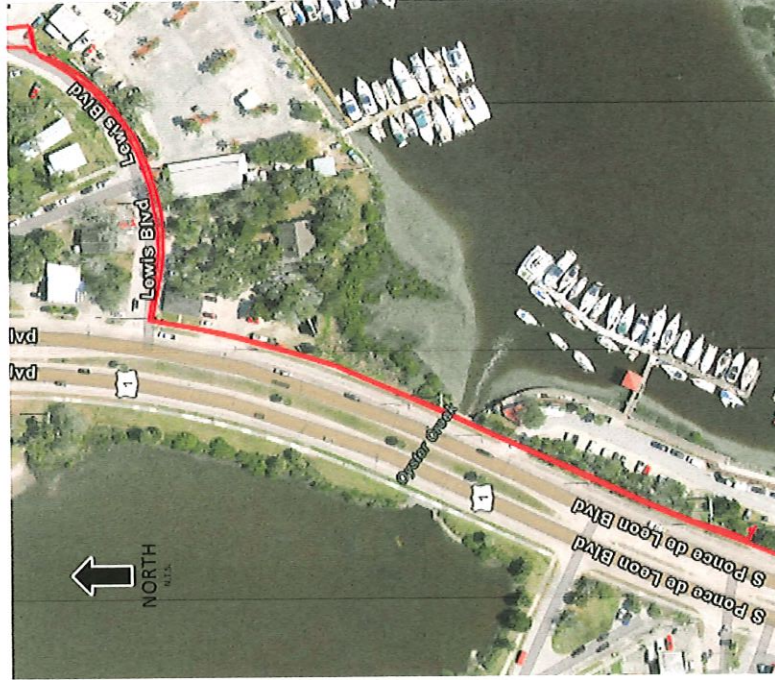
\$ 334,800

Project Status:

Construction Complete

Construction Duration:

90 days





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CIP Project Information Sheet

Parking Pay Station Flood Proofing

The project will provide flood proofing to the parking pay stations along the bayfront and throughout downtown. The project entails building flood proof cases for the parking pay stations that will be deployed prior to flood events.



Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ NA
\$ 70,000 estimate
Construction
2022 – 2023



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CIP Project Information Sheet

City of St. Augustine Pavement Management 2022

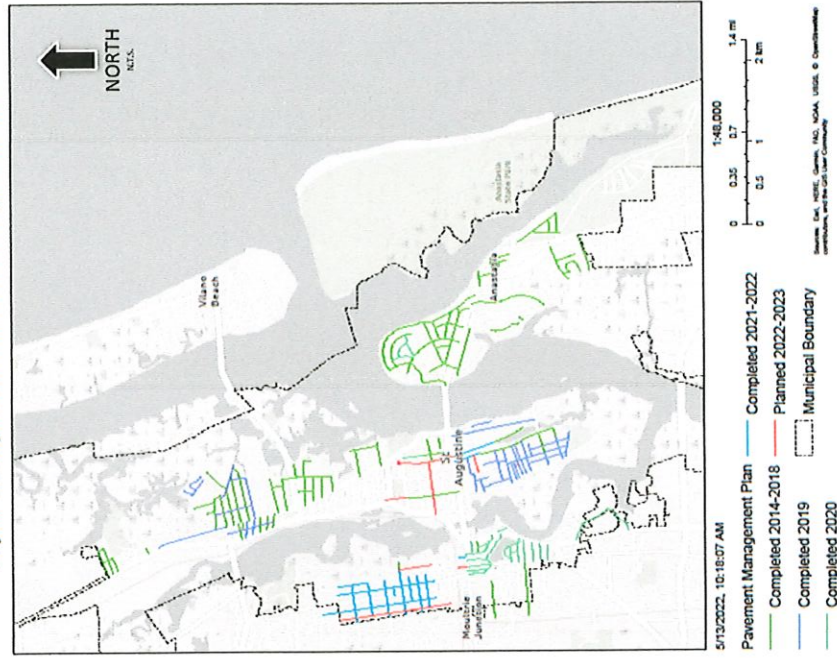
Paving Projects

To repair damage caused to roadways over time and numerous utility cuts due to repairs, it is necessary to fund a paving management program. These paving projects are funded annually by the City. The City is currently performing a pavement condition assessment by RoadBotics. The objective of this project is to provide pavement treatments (i.e., mill and resurface) to streets that have been affected by utilities repairs, flooding and/or suffered frequent pothole asphalt repairs due to age.

Proposed FY 2023 Paving Projects:

- N. Whitney St. from Chapin St. to Ravenswood Dr. - \$103,312
- Florida Ave. from Evergreen Ave. to Helen St. - \$86,951
- Carrera St.- from US1 to Cordova St. - \$70,659
- Riberia St.- from Orange St. to Grove Ave. - \$20,001
- N. Leonardi St.- from King St. to r/r dead end - \$27,746
- Cordova St.- from King St. to Orange St. - \$61,212

Total Cost- \$369,881



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5/13/2022

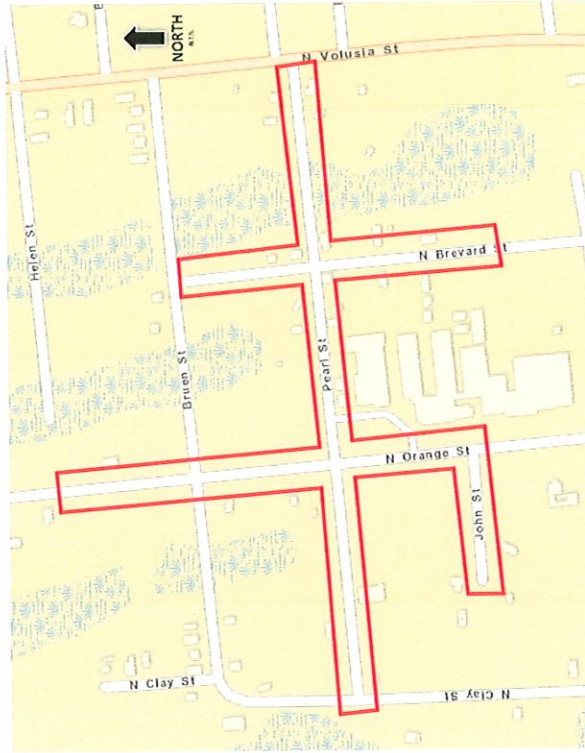


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CIP Project Information Sheet

Pearl Street Gravity Sewer Improvements

The City acquired existing sewer infrastructure that includes a pump station and gravity sewer infrastructure around the perimeter of Webster Elementary School. The City has the opportunity to install gravity sewer main extensions off the existing infrastructure and a watermain replacement to serve the residents in the adjacent area. The project is currently in design and will build out the gravity sewer basin to the full extents possible and serve 42 existing residential homes. The proposed 6-inch watermain will replace the existing 2-inch watermain and tie into existing watermain to continue a loop system. Design and construction of this project is funded by city bond proceeds.



Design Cost:	\$ 121,500
Construction Cost:	\$ 2.5 M estimate
Project Status:	Design
Construction Duration:	TBD



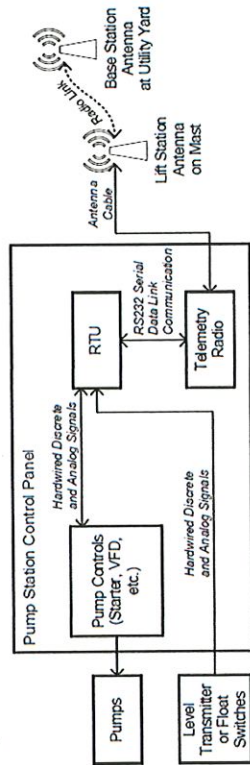
CIP Project Information Sheet

SCADA for Lift Stations, Water and Wastewater Treatment Plants

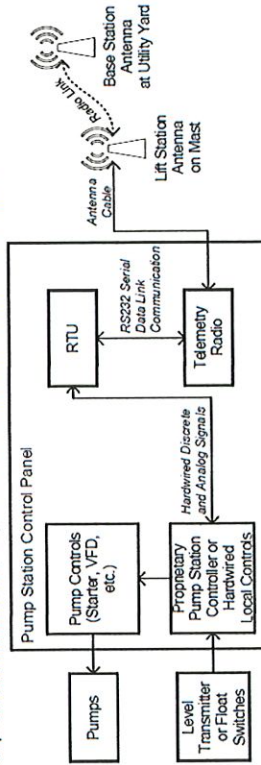
SCADA (Supervisory Control and Data Acquisition) is used to collect data and monitor the city's lift stations, water treatment plant, and wastewater treatment plant. Currently, the plants and operations are utilizing different systems and technologies of varying age and obsolescence. This project will identify current issues and immediate fixes, before identifying and implementing a complete permanent solution. The first phase of this project has: identified and documented the current SCADA system and use; produced updated electrical and control panel standard drawings for city use.

Design Cost:	\$ 350,000
Construction Cost:	\$ 250,000
Project Status:	Design
Construction Duration:	TBD

Pump Station with Standalone RTU



Pump Station with RTU and Separate Controller or Hardwired Local Controls



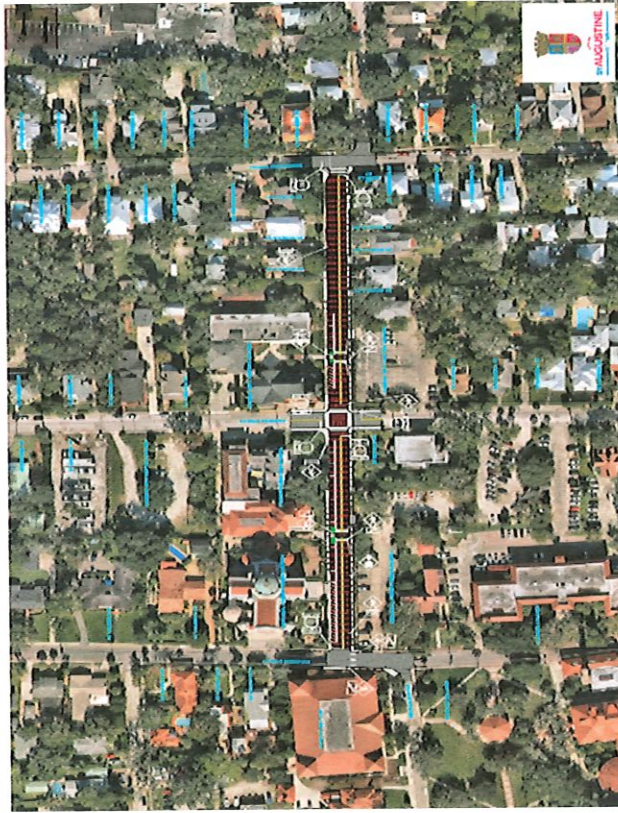


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CIP Project Information Sheet

Sevilla Street Brick Roadway & Utility Improvements

The Sevilla Street improvements consist of cast iron water main replacement, gravity sewer replacement, stormwater improvements, and brick roadway replacement. Project will also include improvements to existing sidewalks, with elevated crosswalks and intersections.



Design Cost: \$ 110,000
Construction Cost: \$ 1.2 M estimate
Project Status: Design
Construction Duration: TBD



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CIP Project Information Sheet

South Davis Shores Flood Mitigation & Drainage Improvements

This project will be broken into two phases to include the design, permitting and construction to address the rainfall driven flooding events, with some consideration for tidal surge. This will primarily include major upgrades to the existing undersized and aged drainage infrastructure, reconfiguring a drainage ditch and upsizing an existing culvert. This project would seek to address the rainfall driven flooding through upgrades to existing stormwater infrastructure and installation of smart tide check valves. For the tidal surge, in lieu of the one-way in line tide check valves, a "smart" tide check valve system will be installed into 3 culverts that are tidally influenced. The smart valves will stay in the open configuration to maintain wetland hydrology of upstream wetland systems, but close temporarily in advance of flooding conditions. Florida Resilient program is granting \$ 2.8 M to this project.

Design Cost:

\$ 388,000 estimate

Construction Cost:

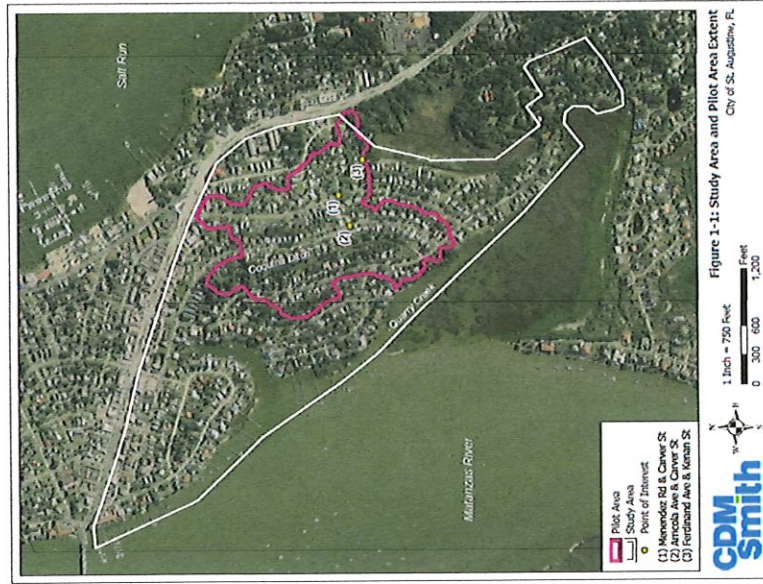
\$ 2.4 M estimate

Project Status:

Solicitation – Design

Construction Duration:

TBD



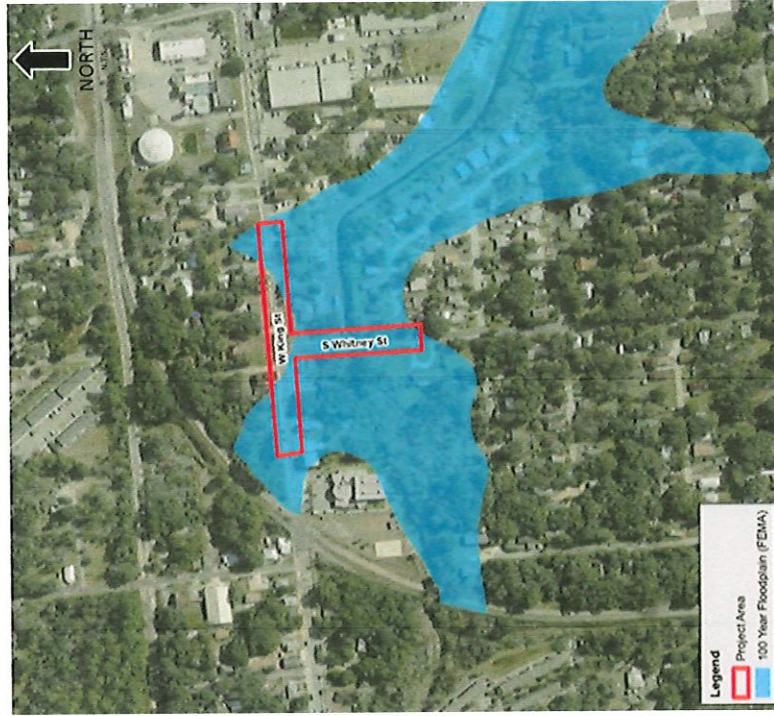


CIP Project Information Sheet

South Whitney & West King Street Stormwater Improvements

The proposed improvements consist of raising South Whitney St. and West King St. above the FEMA flood elevation of 7.0' NAVD88, replacing the existing box culvert (40-inch by 56 inch) at South Whitney with a single box culvert (48-inch by 96-inch) that doubles the hydraulic capacity. The project also includes reconstruction of the existing storm sewer system and its outfall at the box culvert on South Whitney St., but close temporarily in advance of flooding conditions. FEMA Hazard Mitigation program is granting \$463,198 and Resilient Florida program is granting \$ 1.2 million to this project.

Design Cost:	\$ 183,091
Construction Cost:	\$ 1.8 M estimate
Project Status:	Design
Construction Duration:	2023 – 2024





CITY OF
ST. AUGUSTINE
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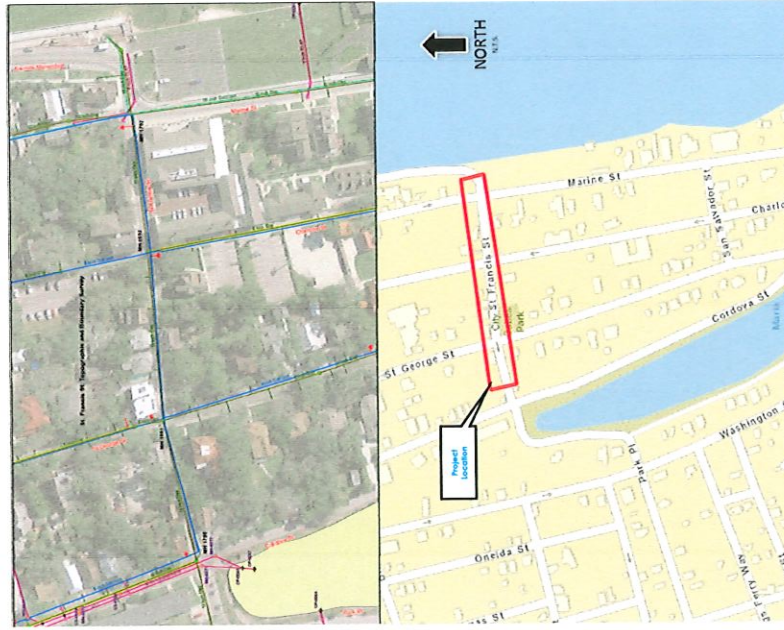
CIP Project Information Sheet

St. Francis Street Utility Improvements

St. Francis Street currently has a vitrified clay pipe (VCP) gravity sewer collection system that is oversized, shallow-sloped, with cementitious material in the invert of the mains. Sanitary sewer overflows and a collapsed main during trenchless repair qualifies for complete replacement. Project will consist of cast iron water main replacement, gravity sewer replacement, roadway (asphalt or brick) replacement, and stormwater improvements. Adjusting the grade and slope of the gravity sewer main will allow city to continue these hydraulic improvements along Cordova Street with the LMS project.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 120,000 estimate
\$ 1.1 M estimate
Design
TBD





CIP Project Information Sheet

Stormwater Master Plan – Phase 2

With the last stormwater master plan's data being from 2013, several flood events have taken place due to hurricanes, king tides and heavy rainfall. This proposed City-wide study will update the master plan to incorporate recent vulnerability assessments, resilience studies and a comprehensive plan update to better assess the increase in risk from coastal and rainfall driven flooding. This update will fill in data gaps from the previous coastal vulnerability assessment. The master plan will include an updated comprehensive analysis and risk assessment of critical infrastructure for coastal rainfall and compound flooding; needed stormwater ordinance and development code modifications; prioritization of areas needing stormwater improvements for flooding/water quality; benefit and cost analysis for flooding/water quality improvement projects; a public outreach and education; evaluation of funding options; and development of capital improvement projects to vulnerable areas. American Rescue and Recover Act is providing \$2.0 million funding to this project.

Design Cost:

\$ 2.0 M estimate

Construction Cost:

\$ TBD

Project Status:

Solicitation – Design

Construction Duration:

TBD





CITY OF
ST AUGUSTINE
— EST. 1565 —

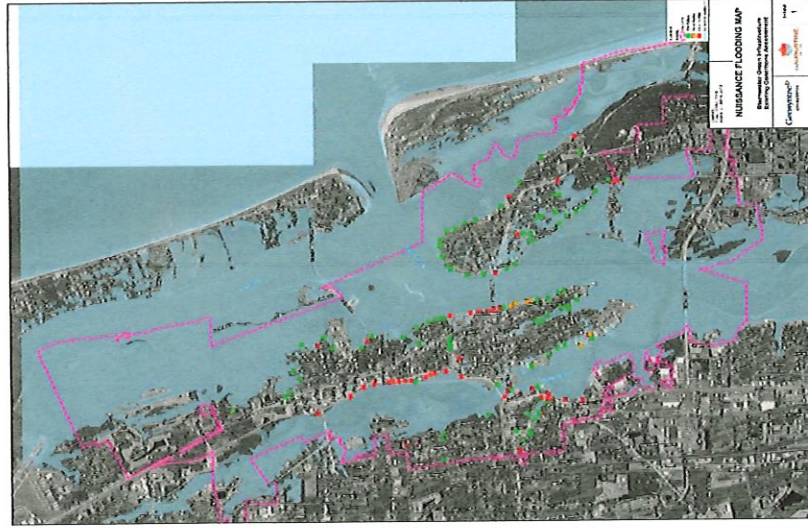
CIP Project Information Sheet

Stormwater Outfall Tide Check-Valve Master Plan

The City has approximately 103 stormwater outfalls that are tidally influenced, resulting in nuisance flooding of the road infrastructure. To date, the City has retrofitted 43 outfalls with tide check valves to eliminate nuisance tidal flooding. The City proposes to retrofit an additional 20 outfalls. Once the locations are identified, the City will contract out (using an existing competitively procured contract) for the evaluation of each storm outfall that includes cleaning and closed-circuit television (CCTV). The City will review that evaluation data and determine if any storm pipe repairs or lining needs to occur in preparation for the tide check valve installation. Resilient Florida program is granting \$230,641 for this project.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ TBD
\$ 461,282 estimate
Solicitation – Design
2023 – 2026





Wastewater Treatment Plant Headworks Rehabilitation

Design Cost:	\$ 234,500
Construction Cost:	\$ 4.0 M estimate
Project Status:	Construction
Construction Duration:	2022 – 2024





CIP Project Information Sheet

CITY OF
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—EST. 1565—

Water Treatment Plant Concentrate Outfall

This project will construct a permitted outfall pipe for the Water Treatment Plant's (WTP) low-pressure reverse osmosis (LPRO) concentrate. During production of the city's drinking water, the LPRO system produces approximately 300,000 gallons of brine concentrate per day. The brine is currently discharged to the City's sanitary sewer collection system and pumped to the wastewater treatment plant (WWTP). This concentrate outfall will eliminate 300,000 gallons per day of brine sent through the city's gravity sewers, lift stations, and WWTP. Construction of this project is funded by city bond proceeds.

Design Cost:	\$ 161,300
Construction Cost:	\$ 2.0 M estimate
Project Status:	Solicitation
Construction Duration:	TBD





Water Treatment Plant High Service Pump Motor Control Center and Emergency Generator Replacement

The Water Treatment Plant's (WTP) High Service Pump (HSP) Motor Control Center (MCC) is a critical component of delivering potable water to the distribution system. The existing MCC has reached end of life and does not provide fail safe distribution of potable water in the event of a power outage or surge. This project will completely replace the existing MCC and will be housed inside a climate-controlled environment. Variable frequency drives, programmable logic controllers, and human machine interfaces and control panels with annunciators, alarms, cable, and conduit will be installed. Additionally, a new emergency generator will be installed with an automatic transfer switch. Construction of this project is funded by city bond proceeds.

Design Cost:	\$ 80,010
Construction Cost:	\$ 1.5 M estimate
Project Status:	Construction
Construction Duration:	2022 – 2023





CITY OF
ST AUGUSTINE
— EST. 1565 —

CIP Project Information Sheet

Water Treatment Plant Optimization

The City has been in a pilot program to test free chlorine for maintaining residual water distribution system instead of the historically used chloramine. FDEP approved the pilot program and has extended it. Data collected during the pilot program showed promising results with respect to residual chlorine at the end of pipeline while maintaining compliance with disinfection byproduct limits. The City wants to evaluate current operational strategies including those in use prior to the free chlorine pilot program. In addition, the City wishes to develop an Operating Plan moving forward that includes the use of free chlorine disinfection, and to enhance the operating staff's capabilities to understand the operating plan and adjust the plan in response to changing conditions.

Study Cost: \$ 72,220

Construction Cost: \$ TBD

Project Status: Study

Study Duration: 84 days





CITY OF
ST. AUGUSTINE
—EST. 1565—

CIP Project Information Sheet

West 3rd Street Gravity Sewer and Water Main Improvements

The West 3rd Street gravity sewer improvements will be an extension of the existing gravity sewer main. Improvements to the water main include replacing the existing 2-inch water main with a 6-inch watermain and tie-in existing water mains to continue a loop system. There will be 28 existing residential homes converted from septic to sewer. FDEP is providing a \$300,000 grant for this project. Construction of this project is funded by city bond proceeds.

Design Cost:
Construction Cost:
Project Status:
Construction Duration:

\$ 60,000
\$ 1.2 M estimate
Design
Oct. 2022-June 2023





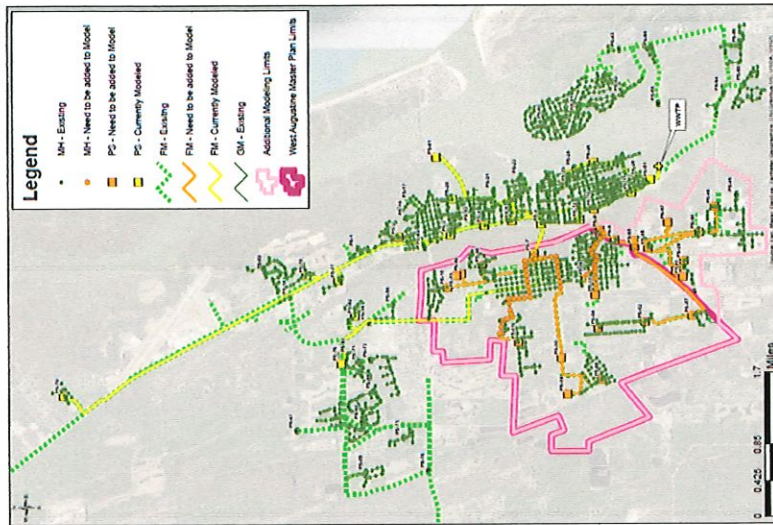
ST. AUGUSTINE
CITY OF
EST. 1565

CIP Project Information Sheet

West Augustine Wastewater Master Plan and Hydraulic Model Update

A Wastewater Master Plan for the West Augustine area is being developed because many of the area residences and businesses are served by on-site septic systems. The primary goal of the Master Plan will be to provide a guide for a planned wastewater collection system that may be constructed in phases with associated costs that can support requests for funding from various loan or grant agencies. The ultimate goal of providing a City wastewater system to the area will be to improve water quality, community health and quality of life.

Design Cost:	\$ 68,000
Construction Cost:	\$ TBD
Project Status:	Design
Construction Duration:	TBD





Glossary of Terms

- ARPA** – American Rescue Plan Act
- CCTV** – Closed Circuit Television
- CI** – Cast Iron
- CIP** – Capital Improvement Plan
- CoSA** – City of St. Augustine
- CSRM** – Coastal Storm Risk Management
- FDOT** – Florida Department of Transportation
- FEMA** – Federal Emergency Management Agency
- FIND** – Florida Inland Navigation District
- HMGF** – Hazard Mitigation Grant Program



ST AUGUSTINE.
CITY OF
—EST. 1565—

Glossary of Terms

HSP – High Service Pump

I & I – Infiltration and Inflow

LPRO – Low-pressure Reverse Osmosis

MCC – Motor Control Center

PVC – Polyvinyl Chloride

SCADA – Supervisory Control and Data Acquisition

USACOE – United States Army Corps of Engineers

VCP – Vitrified Clay Pipe

VIC – Visitor's Information Center

WTP – Water Treatment Plant

WWTP – Wastewater Treatment Plant

CITY OF ST. AUGUSTINE

MEMORANDUM

TO: Mayor and City Commissioners

DATE: July 14, 2022

RE: QUARTERLY REPORT: 3RD QUARTER FY 2021-2022

Please find enclosed the following documents reflecting the fiscal year 2021-2022 3rd quarter in review for the City Attorney's office:

- ❖ **WORK LOG DRAFTING & REVIEW CHART (188 ITEMS)**
- ❖ **PUBLIC MEETINGS ATTENDANCE CHART (59 HOURS)**
- ❖ **CITY ORDINANCE VIOLATION DISPOSITION CHART (56 CASES)**
- ❖ **STAFF & NEW BOARD MEMBER TRAINING CHART (8 HOURS)**
- ❖ **ORDINANCE & RESOLUTION CHART (17 ITEMS)**

This quarterly report mirrors the same categories as our annual report. As always, should you wish to meet with me individually to discuss any of this information, or the specifics of a particular matter, please do not hesitate to let me know.

Matters of ongoing civil litigation with retained outside counsel appropriated from General Fund Reserves, invoiced monthly and approved on consent agenda are:

- 1) Marlowe v. City (*Docks and the City's submerged lands and riparian ownership*).
- 2) Stampedes v. City (*Dispute regarding expansion of an existing beer and wine dancehall to a requested full alcoholic State license in vicinity of a school*).

Matters of ongoing bankruptcy litigation being handled in house are:

- 1) J. C. Penney Company, Inc. (*Unpaid utilities*)
- 2) NPC International, Inc. (*Unpaid utilities*)
- 3) Belk, Inc. (*Unpaid utilities*)

In addition, the Florida League of Cities provides coverage on some damages-based litigation.

Other litigation matters of note are:

- 1) Edgerton v. City (*Injunction Against Removal of Confederate Monument*); defense provided by the City's insurance carrier. On August 16, 2021, the City filed its Motion to Dismiss. The Court ordered Plaintiff to respond to the motion. Plaintiff filed its response on September 17, 2021. The City filed a Case Management Report on September 23, 2021. On October 14, 2021, the Court entered an Order staying the case pending the outcome of litigation in two other separate lawsuits in other jurisdictions that may bear on similar issues regarding the removal of monuments. The Order also requires the parties to provide a status report every three

months until further order, beginning on January 14, 2022. The Court administratively closed the case during the stay. On January 18, 2022, Plaintiff filed notification that the United States Supreme Court declined to accept jurisdiction over one of the separate lawsuits, *Gardner v. Mutz*, and also advised that the 11th Circuit Court has tentatively indicated that oral argument in the other separate lawsuit, *Ladies Memorial Association v. City of Pensacola*, is expected to be scheduled during the week of April 25, 2022. On May 16, 2022, a decision was issued in *Ladies Memorial Association v. City of Pensacola* case, and the Court subsequently entered an Order lifting the stay in this case on May 18, 2022. An amended case management report was filed by the parties on June 9, 2022, per the Court's instruction and a telephone conference was held on June 13, 2022. Plaintiff filed its third amended Complaint on July 8, 2022.

- 2) SA Marina Holdings, LLC v. City (Writ of Certiorari); defense provided by the City Attorney: On October 13, 2021, SA Marina Holdings, LLC filed a Petition for Writ of Certiorari seeking the Court's review of a final order issued by the City Commission denying its application for rezoning from PUD to RGO. The City filed its Response Brief on December 9, 2021. SA Marina Holdings, LLC filed its Reply Brief on January 10, 2022 and requested oral argument. SA Marina Holdings, LLC filed a second case on October 13, 2021, initially with the Circuit Court that was later moved to Federal Court, seeking declaratory judgment and alleging Federal and State constitutional violations regarding the same rezoning application denial. On December 27, 2021 the Federal Court entered an order staying the proceedings of this second case until the Circuit Court rules on the Petition for Writ of Certiorari. The federal case defense is being provided by the City's insurance carrier. At this time both parties are awaiting the Circuit Court's ruling on the Writ of Certiorari (state court review of the denial of the rezoning).

In May, Commissioner Blonder requested information regarding the herbal substance Kratom, to which the City Attorney's office provided a detailed memorandum along with back up information. At the May 23, 2022 City Commission meeting, Commissioner Blonder brought up the subject of a possible ordinance banning the substance in the City. However, on July 11, 2022, Commissioner Blonder informed the City Attorney that due to the widespread availability of Kratom, she did not see the benefit of local regulation, so this office discontinued its' work on the matter.

Please place this quarterly report on the consent agenda for the July 25, 2022 City Commission meeting. The attached charts are included for the Commission's information and I am available for a presentation if the Commission requests one.

Sincerely,



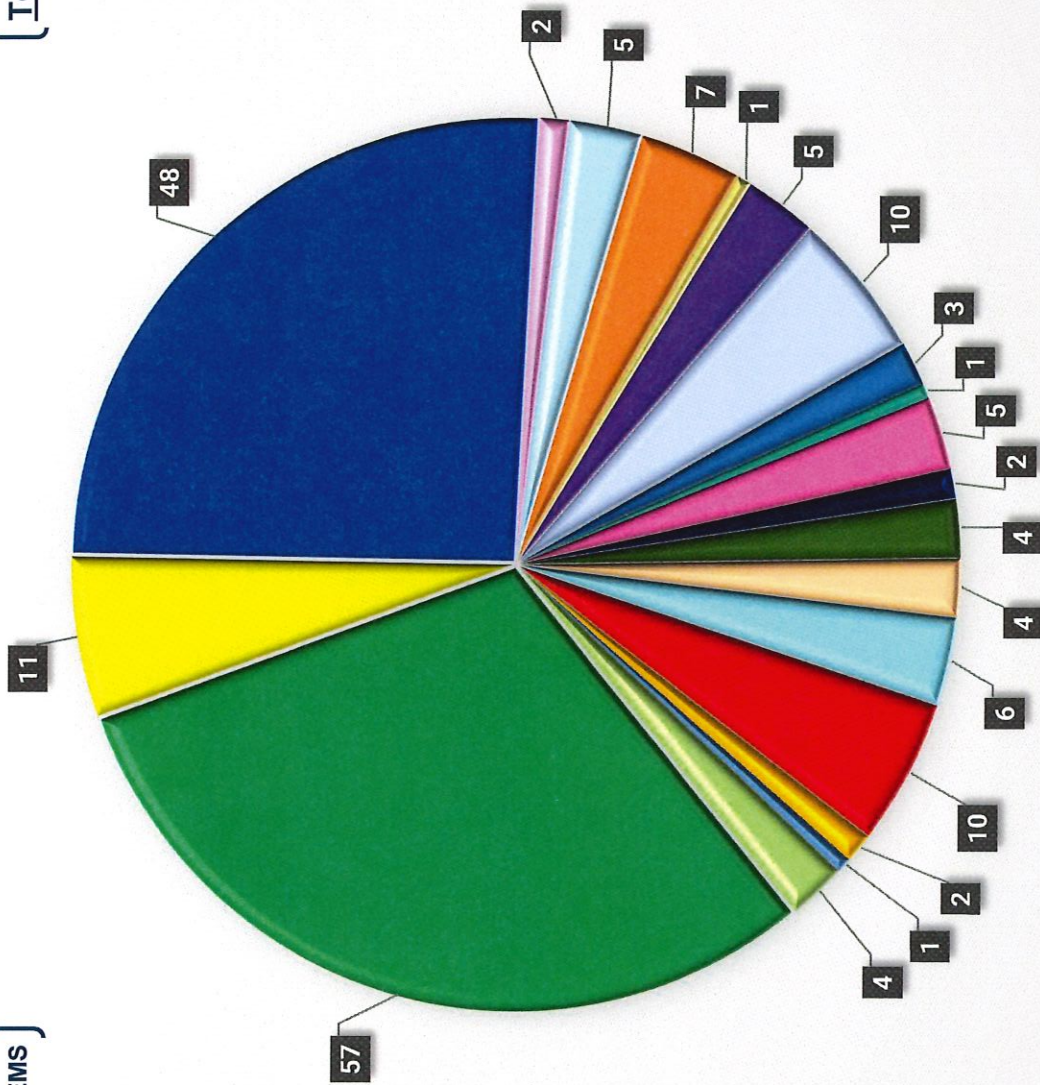
Isabelle C. Lopez
City Attorney

Attachments

WORK LOG DRAFTING & REVIEW: 3RD QUARTER FY 2021-2022

[BY NUMBER OF ITEMS]

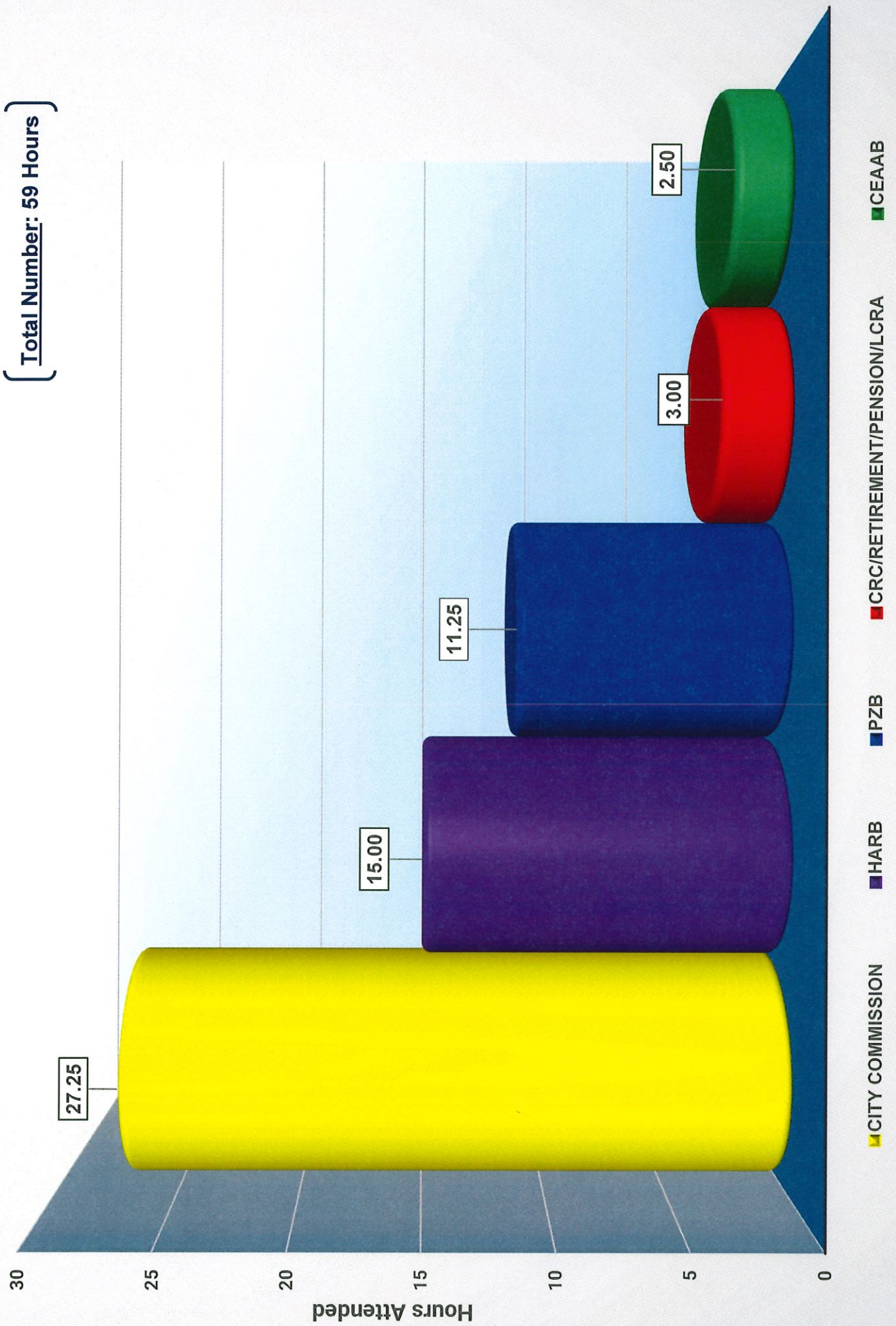
[TOTAL: 188 ITEMS]



- Agreement - 48 - Contract - 7 - Form - 10 - Lien Release - 5 - Memorandum of Understanding - 4 - Performance Bond - 2 - Research - 57	- Application - 2 - Correspondence - 1 - Lease Agreement - 3 - Maintenance Bond - 2 - Order - 6 - Plat - 1 - Resolution - 11	- Bill of Sale - 5 - Easement - 5 - License - 1 - Memorandum - 4 - Ordinance - 10 - Pleading - 4
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PUBLIC MEETING ATTENDANCE: 3RD QUARTER FY 2021-2022

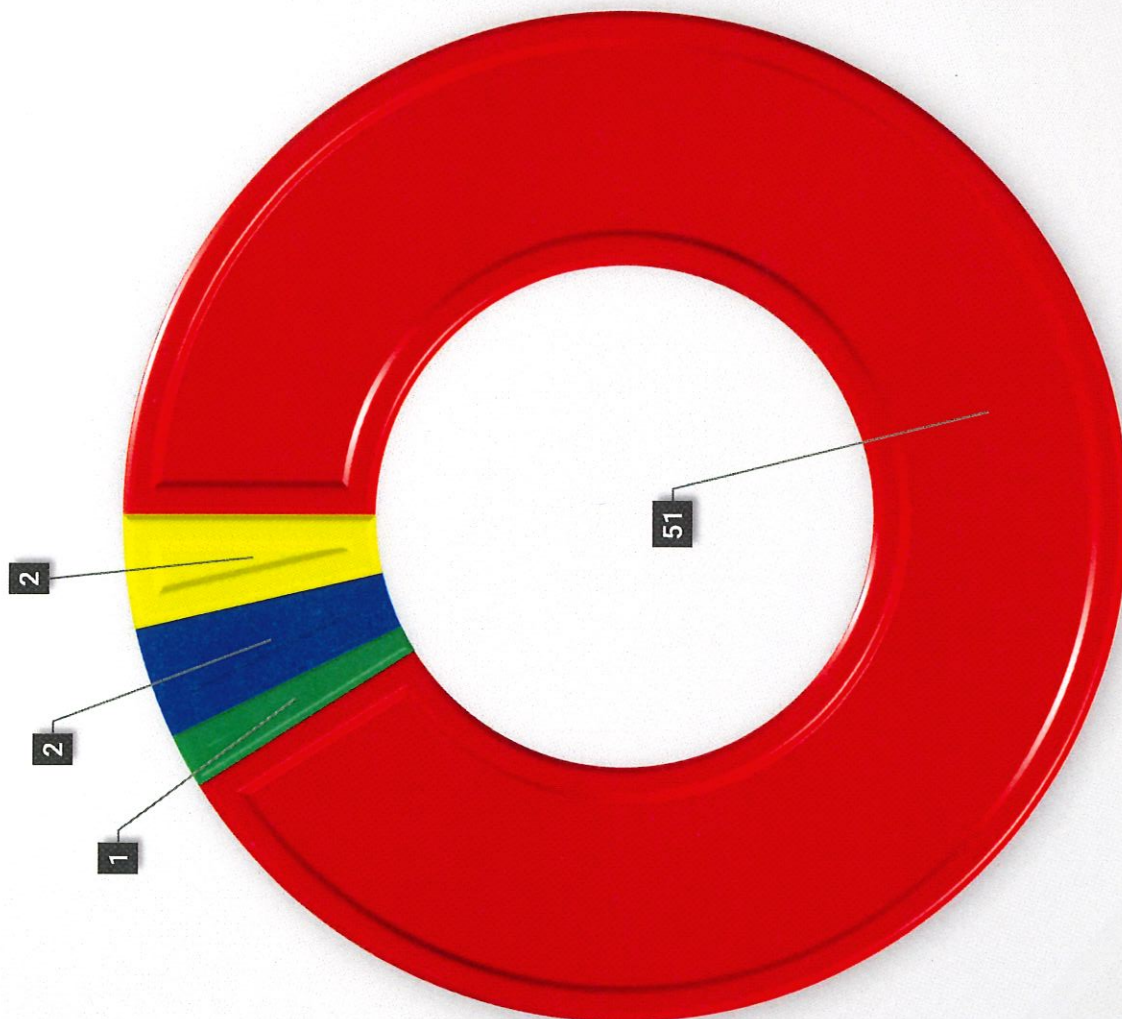
[Total Number: 59 Hours]



CITY ORDINANCE VIOLATIONS: 3RD QUARTER FY 2021-2022

[BY NUMBER OF CASES]

[TOTAL: 56 CASES]



■ Adjudicated Guilty - 51

■ Nolle Prossed - 1

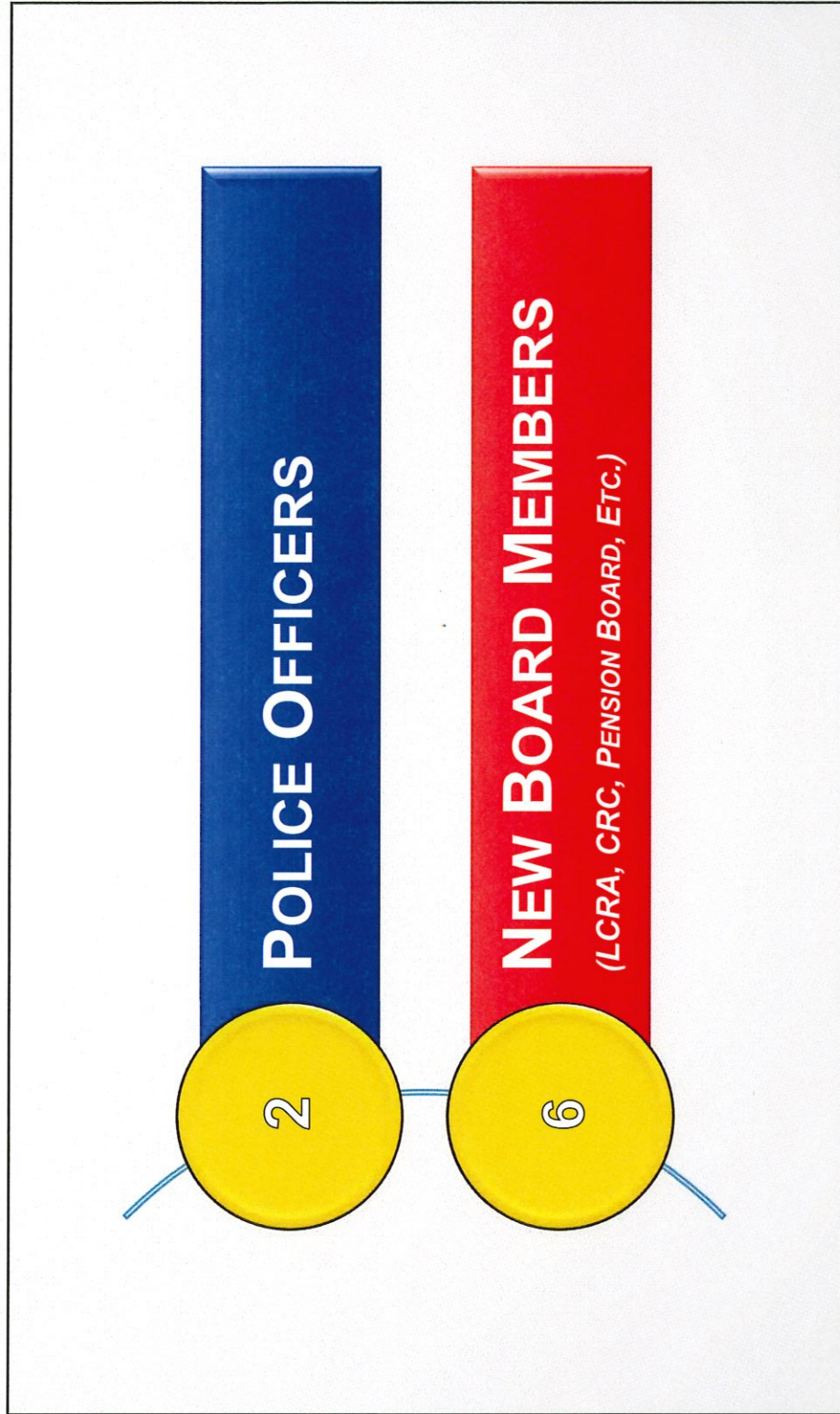
■ Paid Fine - 2

■ Dismissed - 2

STAFF & NEW BOARD MEMBER TRAINING: 3RD QUARTER FY 2021-2022

[BY NUMBER OF HOURS]

[TOTAL: 8 HOURS]



ORDINANCES & RESOLUTIONS – 3RD QUARTER FY 2021-2022

[TOTAL: 17 ITEMS]

ORDINANCES

- 2022-10: Tour Guide Voluntary Certification
- 2022-12: Amendment to Real Estate in Portfolio - Police Pension
- 2022-13: Amendment to Real Estate in Portfolio - General Employee
- 2022-14: Creating MOD Land Use Category
- 2022-15: Creating MOD Zoning District
- 2022-16: FLUM Amendment - Broudy Property
- 2022-17: Rezoning - Broudy Property

RESOLUTIONS

- 2022-11: Awards
- 2022-12: FDOT Agreement - SR A1A Lighting Fixtures
- 2022-13: FDOT Agreement - SR 5A
- 2022-18: Poet Laureate Program
- 2022-19: Adopting Mobility Fee Manual
- 2022-20: Request SJWMD & FDEP Reduce Permit Application Fees
- 2022-21: FDOT - Highway Maintenance Agreement
- 2022-22: FDOT Traffic Signal Maintenance Agreement Amendment
- 2022-23: FDOT Transit Corridor Agreement
- 2022-25: Proposed Millage Rate



AGREEMENT

Between

CITY OF ST. AUGUSTINE

and the

FLORIDA CARPENTERS REGIONAL COUNCIL

LOCAL 2038

October 1, 2022 through September 30, 2023

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AGREEMENT

This Agreement entered into by and between the City of St. Augustine, Florida (hereinafter referred to as the "City") and the United Brotherhood of Carpenters and Joiners of America, Florida Carpenters Regional Council, Local 2038 (hereinafter referred to as "Union").

WITNESSETH

It is the intent and purpose of this Agreement to establish a sound and beneficial working and economic relationship between the parties hereto; to provide an orderly and peaceful means of resolving any misunderstanding and differences which may arise concerning rates of pay, wages, hours of employment, and other conditions of employment. It is understood that the City is engaged in furnishing essential public services which vitally affect the health, safety, comfort and general well-being of the public, and both parties hereto recognize the need for continuous and reliable services to the public.

In all cases where the male pronoun is used through this contract, it should be deemed to include both male and female.

ARTICLE 1

RECOGNITION

- 1.1 Pursuant to and in accordance with all applicable provisions of Chapter 447 of the Florida Statutes, the City recognizes the Union as the sole and exclusive collective bargaining representative in the matter of rates of pay, wages, hours of work, working conditions, and other conditions of employment, for members of the bargaining unit.
- 1.2 The City agrees there shall not be individual arrangements or agreements made with employees.

ARTICLE 2

MANAGEMENT RIGHTS

- 2.1 The City reserves all rights, powers and authority except as otherwise specifically deleted or modified by express provisions of this Agreement.
- 2.2 Except as this Agreement specifically otherwise provides, nothing contained herein shall be construed to limit or impair the right of the City to exercise its own discretion on all of the following matters, whatever may be the effect upon employees, when in its sole discretion it may determine it advisable to do or change any or all of the following:
1. To manage its business generally.
 2. To hire, lay off, assign, promote and evaluate employees.
 3. To determine the qualifications of employees.
 4. To discipline, demote, suspend or discharge an employee or class of employees for just cause.
 5. To determine the schedule of work and assign work.
 6. To determine number and time of shifts.
 7. To establish new job descriptions, abolish or change existing job descriptions.
 8. To increase or decrease the number of jobs.
 9. To regulate or change services, materials, processes, products, or equipment.
 10. Contract for or subcontract any of its operations or services, provided that employees laid off due to subcontracting will retain seniority rights for recall purposes for 24 months.
 11. To decrease or increase the number of working hours per day or per week.
 12. To determine when training or schooling is necessary or justified and which employee(s) shall attend.
 13. To assign overtime work.

14. To temporarily assign any employee to any department or to any classification within a department.
15. To establish, amend or modify work rules.
16. To hire temporary or part-time employees. Temporary or part-time employees will not receive benefits unless specifically set forth in this Agreement.

2.3 Except as otherwise specifically provided by this contract, the City reserves the exclusive right to determine all cases of promotion, classification, assignment or transfer of any employee or employees.

2.4 The Union specifically agrees that the exercise of the rights under this Article and the effect of such exercise on either the employees or the Union shall not be subject to any further bargaining during the term of the Agreement. The Union agrees that the exercise of management's rights are not arbitrable unless it is alleged that such action violates a specific Article or Section of this contract.

ARTICLE 3

DISCRIMINATION

- 3.1 The parties agree that neither will interfere in any way with the right given by law to employees to participate in Union activities or not to participate in Union activities as they choose.
- 3.2 Neither the City nor the Union shall discriminate against any employee because of race, color, creed, sex, national origin, or veteran status, provided that the sole remedy under this Section shall be under the applicable federal or state law and not under Article 23 of this contract.

ARTICLE 4

CHECK-OFF

- 4.1 The City agrees to deduct Union Dues in an amount certified by the Union, from the pay of the employees who authorize it twenty-four (24) times per year. The total amount of deductions shall be submitted to the Union within ten (10) days following date pay was issued by the City to the Employee.
- 4.2 The Union shall indemnify and save the City harmless against any and all claims, demands, suits, or other forms of liability that shall arise out of or by reason of action taken or not taken by the City for the purpose of complying with the check-off provision of this Article.
- 4.3 The Employee may cancel the dues check-off provided by this Article by giving written notice of cancellation to the City. Upon receipt of notice of cancellation under this Article, deductions will stop as soon as administratively feasible, but in no event more than 30 days after receipt of the notice by the City.
- 4.4 The check-off authorization form will provide for check-off in the name of the Union as certified. If during the contract year the name of the Union changes from that currently used to another organization certified by PERC, new dues check-off forms designating the Union to receive dues check-off must be submitted before any further dues will be deducted.

ARTICLE 5

NO STRIKE

- 5.1 The Union agrees that it will not authorize any strike, work stoppage, slowdown, or any form of interference with the operations of the City.
- 5.2 An employee participating in or promoting a strike, work stoppage, slowdown, or any form of interference with the operations of the City shall be subject to disciplinary action, up to and including discharge, and other penalties as provided by PERC and Florida Statutes.
- 5.3 In the event of a strike, work stoppage, slowdown or any other form of interference with the operations of the City, a responsible representative of the Union will, after notification by the City that a strike, work stoppage, slowdown or any other form of interference with the operations of the City exists promptly and publicly disavow such strike, work stoppage, slowdown or any other form of interference with the operation of the City, or similar interference with the operations of the City and order the employees back to work and attempt to bring about a prompt resumption of normal operations. The Union will notify the City within twenty-four (24) hours after receipt of notice that strike, work stoppage, slowdown, or any form of interference with the operations of the City exists what action it has taken to conform with the provisions of this Article.
- 5.4 In the event of a strike, work stoppage, slowdown or any form of interference with the operations of the City, if such strike, work stoppage, slowdown or any form of interference with the operations of the City continues for more than forty-eight (48) hours after notification, if the Union has not publicly disavowed such strike, work stoppage, slowdown or any form of interference with the operations of the City and ordered the employees back to work and attempted to bring a prompt resumption of normal operations, then this Agreement shall be null and void in its entirety.

ARTICLE 6

REPRESENTATION

- 6.1 The City will recognize one (1) steward per shift, appointed by the Union for the following divisions:
1. FLEET OPERATIONS, STREETS & GROUNDS, WATER TREATMENT PLANT
 2. WASTEWATER TREATMENT PLANT, WASTEWATER COLLECTION,
TRANSMISSION AND DISTRIBUTION
 3. SOLID WASTE & SANITATION
- 6.2 The City will recognize a grievance committee appointed by the Union, which shall consist of not more than three (3) employees, whose names will be furnished to the City in writing.
- 6.3 The Union shall notify the City of the names of all officers, stewards, grievance committeemen and alternates, or any changes prior to the effective date of their assuming duties of the respective officers.
- 6.4 The Union shall not engage in solicitation of any kind or in distribution of literature of any kind, including solicitation of membership during working hours.

ARTICLE 7

UNION BUSINESS

- 7.1 The President or Vice President of the Union, Union Stewards, or grievance committee members shall be granted time off by his supervisor or his designee to conduct Union business which can only be conducted during working hours, provided: (1) a written request is submitted prior to the time off period and (2) such absence would not unduly hamper the operation where such officer or steward is employed.
- 7.2 Union members, who are not Stewards or on the grievance committee, may be granted time off for Union activities, which can only be conducted during working hours, provided: (1) a written request from a Union Official is submitted at least two (2) weeks prior to the time off period and (2) such absence would not unduly hamper the operations where such employee is employed.
- 7.3 A representative of the Union may, with permission from the City, enter upon the City's premises for the purposes of conducting legitimate business in connection with the Union's representation of the employees. Such permission will not be unreasonably withheld, and such visits shall not interfere with the operation of the City.

ARTICLE 8

RULES/SAFETY

- 8.1 All rules, regulations, policies, and procedures of the City in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy, or procedures, provided such changes, modifications or deletions are not in conflict with the terms of this Agreement rests with the City.
- 8.2 All safety rules will be enforced, and employees are encouraged to report safety hazards.
- 8.3 The Union will be entitled to select one (1) employee to attend meetings of the Safety Committee. The employee selected will attend on work time and will be a full, participating member of the Safety Committee.
- 8.4 The City will provide an annual allowance each contract year of \$225.00 toward the purchase of safety shoes (steel toed or other approved safety shoes) for regular, full-time employees who are required to wear safety shoes. The shoes may be purchased and charged to the City from the City-approved vendor(s). The City will credit \$225.00 toward the purchase and the balance will be repaid to the City by payroll deduction (minimum of \$10.00 per paycheck). The employee must authorize the deduction prior to purchase. In the alternative, the employee may purchase approved safety shoes and upon presentation of proof of purchase (receipt identifying the cost of the safety shoes and the date of purchase) and showing the shoes purchased to the supervisor, the City will reimburse the employee up to \$225.00, not to exceed the cost of the shoes. It is understood that the City's maximum credit is \$225.00 per contract year (October 1 through September 30) and the employee may use the credit throughout the year to purchase multiple pairs of safety shoes, not to exceed the maximum credit amount.

ARTICLE 9

BULLETIN BOARDS

- 9.1 The Union may post a 2' X 3' bulletin board at the Water Treatment Plant, Wastewater Treatment Plant, Fleet Operations Building, Solid Waste and Sanitation Building, Public Works Complex in locations designated by the City. The bulletin boards will be used for posting official Union notices, which shall not be of a political or controversial nature.
- 9.2 All notices shall be signed by an officer of the Union or a Union Steward.
- 9.3 Copies of all notices shall be submitted to the City Manager or his designee prior to being posted. If the City Manager or designee feels that the notice is of a controversial nature, the Union agrees to rewrite in such a way that it would not be of a controversial nature.
- 9.4 Any material found on Union bulletin board space not on file with the City or not signed by an officer of the Union or a Union Steward may be removed by the City.

ARTICLE 10

HOURS OF WORK AND OVERTIME

- 10.1 The normal payroll week shall begin at 12:01 a.m., Tuesday morning and shall continue for 168 hours, which is seven (7) calendar days. The normal pay period shall be two consecutive pay weeks. The normal workweek shall be forty (40) scheduled hours during a pay week.
- 10.2 All work performed in excess of forty (40) hours in any one payroll week as defined in Section 10.1 shall be paid for at the rate of one and one-half (1-1/2) times the regular rate of pay.
- 10.3 An employee whose schedule requires him to work on an observed holiday will receive his regular rate of pay for the day worked. However, an employee required to work on a holiday will be granted eight (8) hours of holiday leave which will be added to his vacation leave hours. An employee may elect to receive eight (8) hours holiday pay at his regular hourly rate in lieu of having the eight (8) hours added to his vacation hours. The pay option must be selected by the employee during the pay period in which the holiday occurs. If an observed holiday falls on the employee's regularly scheduled day off, the employee will be granted eight (8) hours of holiday leave which will be added to his vacation leave hours. There will be no option of holiday pay if it is the employee's regularly scheduled day off.
- 10.4 Employees who have physically left City property and are notified after the end of their regular shift that they are required to return to work after the normal shift is completed, will be paid at one and one-half (1-1/2) times his/her normal rate of pay for all hours worked; a minimum of two (2) hours will be guaranteed.
- 10.5 Employees who are called in to respond to an emergency on the following holidays will be paid two (2) times his/her normal rate of pay for all hours worked; a minimum of two (2) hours will be guaranteed. The pay will only apply to these actual holidays and not the day it may be observed:

- New Year's Day
- Memorial Day
- Fourth of July
- Labor Day
- Thanksgiving
- Christmas Eve
- Christmas Day

10.6 A regular, full-time employee under this contract is an employee who is regularly scheduled to work forty (40) hours per week.

10.7 In the event the City determines that it will be necessary to reduce the number of hours worked by City employees in all City departments, the Union will be given notice of that decision and a period of fourteen (14) days to negotiate the impact of that decision on bargaining unit employees prior to implementation.

ARTICLE 11

SENIORITY

- 11.1 Except as otherwise provided in Section 11.4, seniority is defined as an employee's continuous length of service with the City, commencing with his last date of hire.
- 11.2 All new employees shall be regarded as probationary employees during the first six (6) calendar months of their employment. A probationary employee shall have no seniority rights and his retention is entirely within the discretion of the City, provided no such employee shall be discharged because of this membership or activities in the Union.
- 11.3 An employee's continuous service with the City shall be considered as having been broken if the employee:
- (a) Quits. An employee who is absent for two (2) or more days without notice is presumed to have quit, unless in the discretion of management, there was a justifiable reason for not contacting the City.
 - (b) Is discharged for just cause.
 - (c) Fails to return from an authorized leave of absence.
 - (d) Fails to provide medical certification required by the City for initial or continuation of leave for medical or family leave purposes, including periods of absence involving workers' compensation
 - (e) Is absent due to a layoff for more than one year.
 - (f) Is retired.
- 11.4 In the event of a reduction of work force or elimination of a position, seniority within the employee's job classification and ability of the employee shall govern. Layoffs shall begin with the employee having the least seniority in the job classification. However, overall City seniority will be applied such that layoff from a particular job classification does not preclude

the individual from bumping to an equal or lesser classification provided the employee previously was permanently assigned to the classification or is otherwise fully qualified to perform the duties of the classification at the time he exercises bumping rights and remains fully qualified to perform without further training or licensing. Employees shall be recalled to their former classification or to any classification previously held with the City, provided they are fully qualified to perform without further training or licensing. Recall shall be in the inverse order of layoff, up to one year from the date of layoff. An employee whose job is eliminated because of a general layoff may not displace an employee in a higher pay grade regardless of his seniority. An employee bumping from a higher classification to a lower classification will be paid the weighted average rate of all employees in the classification, or his rate at the time of bumping, whichever is less. The weighted average rate to be paid will be computed as of the payroll ending date immediately preceding the exercise of bumping rights. An employee bumping laterally (to a job that has the same base hourly rate) will retain his current rate.

ARTICLE 12

VACANCIES - PROMOTIONS

- 12.1 The City shall post a notice and notify the Union of vacancies for all jobs other than entry level jobs within five (5) working days following notice of the intent to fill the vacancy or newly created position. Employees shall be given five (5) working days in which to make application for a promotion to the vacant position. An employee legitimately absent during the five (5) day application period will be allowed to make application by phone. A promotion is defined as movement from a lower classification to a higher classification.
- 12.2 Seniority will be considered by the City in selecting an employee for promotion. If, in the opinion of the City, two or more employees who make application for a promotion to a vacant position are equally qualified at the time of the vacancy, the most senior will be selected. Qualified, for the purposes of promotion, means having the basic skills and ability to perform the job without further training. Basic skills and abilities include such effective factors as attendance, being to work on time, etc. Any employee promoted will have six (6) months to become proficient in the job. During the period between thirty and sixty days, the employee may return to his former position, if he so desires, or he may be returned to his former job by the City if the City decides the person is not progressing to the point of becoming proficient in the job or is otherwise not qualified to perform. Nothing herein will prevent the City and the employee from mutually agreeing that the employee can return to his prior job at any time during the first sixty calendar days. In either case, the employee will retain his seniority. If, at the end of the six (6) month period, the employee is still on the job, the promotion shall be considered permanent. It is understood that during the six (6) month trial period, the employee will be given proper instructions on performance and will be afforded reasonable opportunity to demonstrate proficiency in the job. If a senior employee is not selected to fill

the vacancy, he will receive a letter stating the reasons for not being selected. If, in the opinion of the City, no employee is qualified for the posted position, the City may fill the vacancy from any other available source. If the City is unable to find a qualified individual, then the employee with the greatest seniority and the best qualifications will be given six (6) months to become proficient in the job.

- 12.3 If an employee is selected to fill a vacancy, the City shall notify the employee within ten (10) working days of being selected and the employee shall be transferred to the new position within twenty (20) working days after being notified of selection to begin the trial period as described in 12.2, absent any unforeseen circumstances on behalf of the City or the employee.
- 12.4 The City shall notify the Union in writing with the list of internal employees who applied for promotion and the name of the employee selected to fill the position upon conclusion of the promotion process.
- 12.4 The City may at its discretion allow an employee to transfer laterally to a vacant position. A lateral transfer is defined as a transfer from one job to another job within the same pay grade. In the event of a lateral transfer, the employee and the City have the same rights set forth in Section 12.2 above with regard to returning to or being returned to the employee's prior position during the sixty (60) day trial period, or any extension thereof.

ARTICLE 13

TEMPORARY TRANSFERS

- 13.1 An employee temporarily transferred to a position with a higher pay grade within the bargaining unit for a minimum of eight (8) hours, or a full regularly scheduled shift, whichever is less, shall be paid the rate for the classification transferred to or five (5) percent (%) an hour higher than the rate of his regularly assigned job, whichever is higher. No employee shall be removed from the higher classification during a shift solely to avoid the higher classification pay. Temporary transfer pay will not be awarded when the primary reason for the temporary transfer is to allow an employee in a lower classification to learn the full responsibilities of the higher classification (for example a temporary transfer from a Utility Worker to a Pipe Layer).
- 13.2 An employee temporarily transferred to a position in the same pay grade or a position in a lower pay grade, shall be paid at the same step in the pay grade as he previously received.
- 13.3 Except as provided in Section 13.4, it is understood that a temporary transfer shall not exceed thirty (30) days.
- 13.4 Temporary transfers may be extended beyond thirty (30) days when necessitated by illness or on-the-job injury resulting in extended absence in the position which is being temporarily filled.

ARTICLE 14

HOLIDAYS

14.1 The following holidays will be observed:

New Year's Day
Martin Luther King Day
President's Day
Good Friday
Juneteenth
Memorial Day
Independence Day
Labor Day
Veterans Day
Thanksgiving Day
Day after Thanksgiving
Christmas Eve
Christmas Day

14.2 Any employee scheduled to work and who does work on any of the above holidays shall be paid as set forth in Section 10.3. It is the intent that as many employees as possible shall be off work on the actual holidays listed and only those necessary for required City operations shall be scheduled.

14.3 All holidays shall comply with the day the City Government observes as the holiday. Employees must work their scheduled day before and their scheduled day after the holiday in order to be paid for the holiday unless on approved vacation leave, jury duty or paid military leave.

14.4 If the City grants a holiday to non-bargaining unit personnel, the same holiday will be granted to this bargaining unit.

14.5 Part-time and temporary employees are not eligible for holiday pay.

ARTICLE 15

VACATION

15.1 VACATION LEAVE ACCRUAL

Effective October 1, 2022, each regular full-time and probationary employee will, based upon full month of continuous service, be credited bi-weekly with vacation leave according to the following schedule:

SERVICE MONTHS	BIWEEKLY ACCRUAL	TOTAL ANNUAL HRS	MAXIMUM ANNUAL BAL
0-60	3.0770	80	480
60-72	3.3847	88	488
73-84	3.6924	96	496
85-96	4.0000	104	504
97-108	4.3077	112	512
109 -132	4.6154	120	520
133-157	4.9231	128	528
158-181	5.2308	136	536
182-204	5.5385	144	544
205-216	5.8462	152	552
217-228	6.1539	160	560
229	6.4615	168	560

Vacation leave shall be considered earned on the day following the end of each bi-weekly pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first ninety (90) days of employment but an employee will not be eligible to be paid for any vacation leave hours unless or until he/she has completed ninety (90) days of continuous full-time employment.

An employee on leave without pay for up to seven (7) consecutive calendar days will be credited with vacation hours for the bi-weekly pay periods in which the seven (7) days occur.

Any employee on leave without pay for eight (8) or more consecutive days will not be credited

with vacation hours for any bi-weekly pay period ending after eight (8) consecutive days of such absence.

Effective October 1, 2022, the unused vacation, including holidays saved, may be accumulated to a maximum of four hundred (400) hours plus the annual hours of vacation leave accrued for the employee's completed years of service. When an employee has reached the maximum accrual limit of vacation hours, the employee will not accrue or be credited with any additional vacation hours, including holidays saved, until his or her vacation balance drops below the maximum accrual limit.

15.2 ELIGIBILITY FOR VACATION LEAVE

An employee shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account except at such times when a department's workload makes it impractical for such vacation leave to be granted. Vacation leave will not be unreasonably denied. The amount of notice required for vacation leave is determined by the Division but three (3) to five (5) business days shall serve as a general guideline.

- 15.3 Absence on account of sickness in excess of sick leave accrual will be charged against the vacation leave allowance; provided, however, that any such absence may still be treated as a chargeable absence under City policy.
- 15.4 Employees shall have the right to select their vacation period in accordance with their seniority, provided it does not interfere with the City's operation. Vacation must be requested thirty (30) days in advance to be granted on a seniority basis.
- 15.5 Any non-probationary employee who leaves the service of the City for any reason except for reasons related to theft shall be paid for unused earned vacation up to the amount accumulated, but not in excess of the accumulation permitted by Section 15.1, if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen

circumstances or deemed medically or psychologically unfit by a medical provider, and approved by the Human Resources Director or City Manager/designee.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

The official termination/resignation date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

- 15.6 Part-time or temporary employees are not eligible for vacation leave.
- 15.7 If a holiday occurs while an employee is on vacation, the employee's vacation leave will not be charged for said holiday.
- 15.8 Use of vacation leave is not authorized prior to the time it is earned and credited to the employee and is only used with the approval of the proper authority within the department.
- 15.9 If a vacation scheduled thirty (30) days in advance is cancelled by the City due to a declared civil emergency or if a vacation requested thirty (30) days in advance is denied by the City and as a direct result of the cancellation or denial, the employee would lose vacation/holiday saved accrual under Section 15.1, the employee will be given an additional ninety (90) days to schedule vacation from the date of the cancellation/denial. If not rescheduled during the ninety (90) days, the hours in excess of 400 on the day prior to the anniversary date will be lost. Vacations scheduled and approved thirty (30) days in advance will not be cancelled absent a declaration of a civil emergency by the City Manager (i.e., for hurricanes, tornadoes, fires, flooding, ~~or~~ other similar civil disasters, or health pandemics)

ARTICLE 16

SICK LEAVE

16.1 Sick Leave Accrual

Effective October 1, 2002, each regular full-time employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods after October 1, 2002, will be payable sick leave hours.

<u>Hours In Regular Workweek</u>	<u>No. of Hrs. Accumulated Per Biweekly Pay Period</u>	<u>Number of Hours Accumulated Per Yr.</u>
40	3.1	80.6

When an employee has used his accumulated sick leave so as to have reduced his sick leave balance to zero (0), he shall not be able to use any sick leave accrual until he has returned to full-time duty. Sick leave will be credited to employees' accounts bi-weekly. Probationary employees will accrue bi-weekly sick leave but will not be allowed to use the accrued sick leave until ninety (90) calendar days of employment has been completed.

16.2 Sick Leave Accumulation and Bonus Pay-Out

- (a) Any accrued payable sick leave hours will be carried forward at the end of fiscal years and will continue to be credited to the employee's payable sick leave account to be used as sick leave during the employee's employment.
- (b) Each employee will have the option on March 31 and September 30 of each year of receiving pay (base hourly rate) for up to 80 payable sick leave hours each option date. To be eligible to participate in the sell-back option an employee must have a minimum combined balance of two hundred forty (240) hours of sick and vacation leave; provided that employees must, after the sell back, retain a minimum of 40 hours sick leave.

- (c) Employees will have the option on March 31 and on September 30 of each year to convert up to forty (40) payable sick leave hours to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least eighty (80) hours of sick leave after the conversion.
- (d) Any unused payable sick leave hours will be paid (base hourly rate) upon retirement or resignation from the City provided the employee has completed probation if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director or City Manager/designee.
- (e) Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.
- (f) Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

16.3 Whenever, in the judgment of the Department Head, sick leave may appear to be abused, or where any employee regularly uses sick leave when it is credited, or when sick leave has been exhausted and vacation leave is being used, the employee requesting sick leave will be required to furnish competent medical proof for such absence, prior to sick leave pay or vacation leave, as applicable, being granted. Such competent medical proof shall include a

physician's statement attesting to his inability to perform work on the day(s) of absence for such absence.

- 16.4 Absence on account of sickness in excess of sick leave accrual will be charged against the vacation leave allowance; provided, however, that any such absence may still be treated as a chargeable absence under City policy. If sick leave and vacation leave are exhausted, employees will take leave without pay for all scheduled hours not worked. An employee utilizing leave without pay may be required to furnish competent medical proof for each day of absence or each day of absence will be treated as an unauthorized absence.
- 16.5 Employees on leave of absence without pay for seven (7) or less consecutive calendar days will accrue sick leave for the bi-weekly pay period in which the leave of absence commences. Employees on leave of absence without pay for eight (8) or more consecutive days will not accrue sick leave for any bi-weekly pay period ending after the eighth (8th) consecutive calendar day of leave without pay.
- 16.6 Unless in direct conflict with the provisions of this Article, the application of sick leave benefits will be in accordance with City sick leave policy.
- 16.7 The City has established a payroll procedure which permits bargaining unit employees and other City employees to donate payable sick leave hours or vacation leave hours to other bargaining unit employees or other City employees. It is understood and agreed that all donations of payable sick or vacation leave time will be in accordance with the procedures established by the City. The City reserves the right to discontinue this program at any time.
- 16.8 The following relationships shall be considered family: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, wife, husband, son daughter, stepson, stepdaughter, foster child, immediate in-laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof.

ARTICLE 17

MATERNITY LEAVE

The City will comply with appropriate Federal and State laws concerning pregnancy.

ARTICLE 18

WORKERS COMPENSATION

- 18.1 An employee who is temporarily disabled as a result of an injury received in the course of employment with the City shall be entitled to be compensated as described herein. During the first week (7 calendar days) the employee will receive his/her normal City paycheck. For the next thirteen weeks of compensable disability, such employee shall receive eighty-five (85%) percent of his/her normal paycheck from the City. The purpose and intent of this eighty-five (85%) percent payment is to provide an employee who sustains a compensable injury with an amount of pay which approximates the employee's pre-injury normal pay after taxes. In order to qualify for this benefit, the employee must endorse his Workers' Compensation checks over to the City. It is the employee's option to choose between the Workers' Compensation checks or the City paycheck; however, once an option is selected, that option will continue for the remainder of the thirteen (13) weeks during which the employee could receive the eighty-five (85%) percent payment by the City. The normal paycheck will be the amount of salary, excluding overtime, the employee was receiving immediately prior to his injury. If such disability continues for more than fourteen (14) weeks from the date of injury or initial lost workday, the employee's eighty-five (85%) percent of normal pay shall be terminated at the end of said fourteen (14) week period and the employee will retain his Workers' Compensation checks. The City may, solely at its discretion, provide extensions of normal pay beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period, the employee's right to compensation shall be governed by the Workers' Compensation Law and by his entitlement to pension rights and sick leave benefits, if any.

- 18.2 The City may require an employee who is temporarily disabled on duty and therefore eligible to receive Workers' Compensation benefits under Section 18.1 above, to temporarily perform any other available work within the City, provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. The employee's refusal or failure to perform such temporary assignments will result in the employee forfeiting all statutory and contractual Workers' Compensation benefits. The employee will continue at his regular hourly rate while performing such assigned work during the fourteen (14) week period following the date of injury or assigned to other duties. After the fourteen (14) week period, the employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive State Workers' Compensation wage loss benefits. The City retains the right to end such assignment at any time or to offer the employee another full-time, permanent position with the City.
- 18.3 Should changes in the Federal Withholding and FICA/Medicare regulations and leave regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five (85%) percent formula in Section 18.1 of this Article.

ARTICLE 19

MILITARY LEAVE

Both parties agree to comply with the Federal and State law in regard to military leave and the rehiring of employees called to military duty. These laws include but may not be limited to Chapter 115.07 Florida Statutes, the Uniformed Services Employment and Reemployment Act (USERRA) and the Family Medical Leave Act of 1993 ("FMLA") and as Amended by Section 585 of the National Defense Authorization Act for FY 2008.

ARTICLE 20

COURT LEAVE

An employee who is subpoenaed or summoned to appear in court as a State witness will be granted court leave and will be paid at his regular rate of pay during such absence. To be eligible to receive court leave pay, the employee must provide Human Resources with documentation and deposit with the City's Finance Department any payment received for his services as a witness in court.

ARTICLE 21

JURY LEAVE

An employee who is summoned to jury trial shall be granted Jury Leave and will be paid at his regular rate of pay during such absence. To be eligible to receive jury leave pay, the employee must provide Human Resources with documentation and deposit with the City's Finance Department any payment received for his jury duty.

ARTICLE 22

LEAVE OF ABSENCE

22.1 With the written approval of the City Manager, an employee may be granted a leave of absence without pay for a specified period of up to sixty (60) days, which may in exceptional circumstances be extended for up to one year by the City Manager.

Such leave of absence beyond sixty (60) days may only be granted when an employee has such exceptional skills, abilities or specialized knowledge that the City Manager deems it in the best interest of the City to grant an extended leave of absence.

22.2 A vacancy created by a leave of absence may be filled on a temporary basis without regard to the thirty (30) days limitation of Section 13.3.

22.3 In such event the position temporarily vacated by the employee granted a leave of absence may be filled by temporary appointment during the specified leave period.

22.4 Continuous Service

Periods of absence resulting from properly authorized Workers Compensation, Vacation Leave, Holiday Leave, Sick Leave, Military Leave, Court Leave, Jury Leave, or Suspension for reasons which do not result in the discharge of the employee shall be considered to be continuous service with the City.

22.5 Not Continuous Service

Periods of absence resulting from Leave of Absence without pay or Suspension for reasons which result in the discharge of the employee shall not be considered to be continuous service with the City.

22.6 Leave Pay

An employee granted Vacation Leave, Holiday Leave, Sick Leave, Court Leave, Jury Leave, or Military Leave with pay shall be paid during the period of such leave at his regular rate of pay.

22.7 Leave Without Pay

Leave without pay during any period that an employee must be absent, whether for illness, personal business or other reasons, and that employee does not have leave credited and available to use, may be placed on Leave Without Pay.

22.8 Authorized Leave Without Pay

Any employee on Authorized Leave Without Pay for up to thirty (30) consecutive days will continue to be covered by the existing health insurance plan, at the City's cost. Employees on leave of absence without pay for thirty-one (31) or more days which is not covered by the Family Medical Leave Act may continue their health insurance at their cost. It is the responsibility of the employee to make advance arrangements with the Human Resources Division to make the necessary payments for such insurance during a leave of absence beyond thirty (30) days.

22.9 Failure To Return To Work

Any employee who fails to return to work upon the expiration of a leave of absence or any extension of such leave will be terminated.

22.10 Funeral Leave

Any employee may be granted up to three (3) days off with pay if any member of his immediate family dies. Such time off will be charged to sick or vacation leave. Immediate family will be: mother, father, stepmother, stepfather, foster parent, brother, sister, stepbrother, stepsister, wife, husband, son daughter, stepson, stepdaughter, foster child, immediate in-laws, grandparents, grandchildren, first aunt or uncle or members of the

immediate household having permanently resided under the same roof. Upon request, more than three (3) days off may be granted based on individual circumstances.

- 22.11 The employee's and the City's rights and obligations under the Family and Medical Leave Act ("FMLA") of 1993 and as Amended by Section 585 of the National Defense Authorization Act will be determined by the statute, applicable regulations and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling 12-month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences which exceed three (3) consecutive days or more will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, Workers' Compensation leave, or any other leave whether paid or unpaid, during which the employee medical benefits are provided by the City at City expense.

ARTICLE 23

GRIEVANCE PROCEDURE

- 23.1 A grievance is defined as an alleged violation of a provision of this Agreement. An earnest effort shall be made to adjust such grievance immediately in the following manner.
- 23.2 STEP I - Any employee or group of employees having a matter over which they feel aggrieved shall, within three (3) working days of the occurrence of the matter, take the matter up with their supervisor. A Steward may accompany the employee at the request of the employee or the Steward. The supervisor shall render a decision within one (1) working day. In the event the supervisor's decision is unsatisfactory, the matter shall become a grievance and be reduced to writing by the employee or the Union. The supervisor shall give his answer in writing within three (3) working days.
- 23.3 STEP II - The grievance shall, within five (5) working days, be taken up between the aggrieved employee or employees, the Steward, and the department head or designee who will give his/her answer in writing. If management's answer is unsatisfactory, the matter may be appealed to Step III within ten (10) working days.
- 23.4 STEP III - Within ten (10) days from the receipt of the appeal from Step II, the grievance shall be taken up between the aggrieved employee or group of employees, Union representative, and representatives of the City Manager or his designee. If a satisfactory solution is not reached, the grievance may be appealed to Step IV within fifteen (15) working days of the City Manager or his designee's answer at Step III.
- 23.5 STEP IV - Within fifteen (15) working days set forth in Step III, a panel of seven (7) arbitrators shall be requested by the party requesting arbitration. This panel will be requested from the Federal Mediation Conciliation Service. Within ten (10) working days after the receipt of the panel by the parties, a meeting will be set for the alternate striking of names. The party

requesting arbitration shall have the first strike. The last name on the list will be that of the chosen arbitrator.

- 23.6 By mutual agreement, the time limit of any step may be extended.
- 23.7 The expense of the Arbitrator's services and the proceeding shall be borne by the losing party or by both parties in the event of a compromise solution as determined by the Arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.
- 23.8 In the event an answer is not given in writing by management to any grievance, then it will be handled at Step III and all other Steps will be skipped over except Step IV. Step III will be taken up within ten (10) working days from the day the grievance occurs.
- 23.9 It is distinctly understood that no arbitrator is vested with the power to change, alter, modify, or amend the terms of this Agreement in whole or in part.
- 23.10 The arbitrator, in deciding any dispute submitted to arbitration arising out of the interpretation or application of this contract shall:
- (a) Not substitute his judgment for that of the City.
 - (b) Determine each dispute in accordance with the terms of this Agreement and in accord with the Submission Agreement. If there is no Submission Agreement, then the arbitrator will rely on the grievance as presented under Step II, Section 23.3.
 - (c) In suspension and discharge cases, the arbitrator may not modify the action taken by the City absent clear and convincing evidence submitted by the grievant or the Union that shows either: (1) the factual basis upon which the

City relied in taking the disciplinary or discharge action was erroneous; or
(2) the action taken by the City was excessive.

- (d) Not have authority to establish any wage rates or to modify rates set forth in this Agreement.
- (e) Deduct from any monetary award to an aggrieved employees (1) any monies he may have received in the interim from any employment entered into after the grievant's termination of employment; and (2) any unemployment compensation received by the grievant. No interest shall be added to any awards made to any employee.

23.11 Only one grievance may be heard by the arbitrator at any one-time, absent mutual agreement to the contrary by the Union and the City.

23.12 A hearing shall be held as soon as possible, and the arbitrator shall endeavor to render his decision within thirty (30) days from the close of the hearing. It is agreed that the decision of the arbitrator shall be final and binding upon all parties; provided that either party may appeal the arbitrator's decision to a court of appropriate jurisdiction if the arbitrator does not comply with the terms of this Agreement.

23.13 Damages arising out of alleged violation of the "No Strike/No Lockout" clause of this Agreement are not subject to this Article and will be resolved in a court of competent jurisdiction.

23.14 Any employee who has been served a disciplinary suspension may:

- (a) Sign a waiver stating that they are not going to pursue any of their grievance rights. The employee will then serve their suspension as assigned OR

- (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.

ARTICLE 24

PENSION

The Pension Plan as approved by the City of St. Augustine will be offered. All regular full-time bargaining unit employees will be enrolled in the plan.

ARTICLE 25

HEALTH AND DENTAL INSURANCE

- 25.1 Effective October 1, 2022, the City shall participate in the UBC HealthCare Trust Fund for medical, vision, and dental benefits for all regular, full-time employees. The City will pay for each employee's medical, vision, and dental benefits at 100% for the duration of this Agreement. The employee will pay for dependent coverage, provided that the City will contribute 80% and the employee will contribute 20% toward dependent coverage for the fiscal year 2022-2023.
- 25.2 The extent of the City's obligations under this Article shall be limited to the payment of the contributions established by the City. Covered employees shall be entitled to benefits only in accordance with and governed by the conditions of the plan of benefits established by the Trust Fund. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.
- 25.3 Participation in the UBC HealthCare Trust Fund is subject to annual renewal after reviewing the claims experience and renewal rates. Therefore, after reviewing renewal rates and/or at the termination of this Agreement, the City reserves the ultimate right to make any changes including but not limited to continued participation in the UBC HealthCare Trust Fund or change to fully insured insurance carrier(s) nature, scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

ARTICLE 26

DISCHARGE AND DISCIPLINE

- 26.1 No employee shall be reprimanded, discharged or suspended except for just cause. This Section does not apply to layoffs. Upon request by the employee, a Steward, if one is available, will be present. For other than a verbal reprimand, the employee will be furnished with a written and duplicate statement of the charges and the reason for such actions at or subsequent to the disciplinary action. The employee may furnish the Union with a copy of the statement. If the discipline involves termination, the employee will receive the reasons for the proposed termination in advance and receive any pre-termination due process to the extent required by federal law.
- 26.2 Any official written reprimand shall be furnished to the employee outlining the reasons for the reprimand. The employee will be requested to sign and by doing so shall only acknowledge receipt of same. If the employee refuses to sign, then this shall be so noted in his personnel file. The employee's responding statement will also be entered into the employee's personnel file. Nothing in this Article shall preclude the use of the Grievance Procedure for response to the reprimand.
- 26.3 Effective the following two (2) pay periods after a suspension is served; the employee will not be allowed to work overtime unless it is approved by the Department Head or designee.
- 26.4 If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay

period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

ARTICLE 27

WAGE AND CLASSIFICATION

- 27.1 A. For the terms of this agreement, full-time bargaining unit employees shall receive the following, effective no later than the first full pay period in October:
1. Effective October 2022, bargaining unit employees will receive a minimum of an eight percent (8%) general wage increase.
 2. Effective October 2023 and subsequent contract years, a general wage increase, if any, shall be the same as that given to City employees not in a bargaining unit.
- B. Full-time, non-probationary employees shall be entitled to merit step increases as set forth in Section 27.2 of this Article.
- 27.2 Prior to October 1st, the City will evaluate each full-time regular non-probationary employees in the bargaining units and all employees who have completed at least sixty days in a promoted position by August 31st. Employees receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase based on City budget. For fiscal year 2023, the number of steps received for bargaining unit members will be 2-steps for meets expectations or exceeds expectations.
- Employees promoted with less than sixty days in the position as of August 31st will be evaluated and given merit increases per City Policy 7.8
- Merit step increases will be effective, no later than, the first full pay period in October each year.
- 27.3 No employee, as a result of an automatic step increase, a merit increase, educational supplement, or steps for licenses or certifications as defined by this article will exceed Step 40 of the employee's pay grade.

27.4 When an employee is promoted from a job classification in a lower pay grade to a job classification in a higher pay grade, on the date of promotion the employee will be compensated as follows:

(a) Effective for promotions on or after October 1, 2022, the promotional increase upon the date of promotion will be as follows:

i) The promoted employee will be assigned to Step 1 of the salary/Pay Grade of the position to which the employee is promoted if it provides at least a five percent (5%) increase; or

ii) If the Step 1 rate for the new position does not provide at least a five (5%), the promoted employee's current salary will be adjusted by 5%. Then based on the adjusted salary, the employee will be slotted into the new position's Salary/Pay Grade and placed on step.

(b) The employee will become eligible for a three-step increase after successfully completing the six-month trial period as outline in Article 12.

27.5 Any water or wastewater plant operator receiving a higher State Operator **License** (*i.e.*, B or A) will receive a three-step increase. This will be done only if a position requiring a higher license is not vacant, the employee is not applying for a promotion, and/or promoted at the time he receives his certificate.

27.6 Any Transmission and Distribution, Wastewater Collection System, or Meter Maintenance employee receiving a State of Florida Water Distribution System Operator License will receive a three-step increase for each certification level obtained.

27.7 Effective upon the execution of this agreement, any employee who previously received a Class A or B plant operator license or a water distribution license will be eligible for an additional 1-step increase.

27.8 An education supplement as hereinafter set forth will be given to all employees who on or after October 1, 2004, attain advanced degrees as follows:

- (a) AA (2 year) degree from accredited college 3 steps
- (b) BA/BS (4 year) degree from accredited college 3 steps
(6 steps if AA degree not attained)

The employee's placement in the pay range will be adjusted based on the above schedule, provided that no employee can exceed the rate for Step 40 of the employee's pay grade. It is the obligation of the employee to advise the City of any degree(s) that will entitle the employee to the supplement and to provide a copy of the degree and other requested documentation. The supplement will be effective the beginning of the payroll period following notification by the employee that he/she is entitled to the supplement, subject to supplying requested supporting documentation by the employee and verification by the City.

27.9 All full-time regular bargaining unit employees will receive a three-step increase after the first anniversary date of hire and a two-step increase after the second anniversary date of hire, provided the employee has been continuously and is currently in the same job classification on the anniversary date. The increase will be applied the first full pay period following the anniversary date.

27.10 The following shall apply when employees are required or requested to work a split or second shift in any seven (7) day work period:

- 1. No employee shall be required to work a second or split shift that begins less than eight (8) hours after the completion of the employee's previous shift absent emergency circumstances as determined by the City;

2. Absent emergency circumstances, if an employee is required to work a second or split shift that begins less than twelve (12) hours after the completion of the employee's previous shift the first three (3) hours of the split or second shift shall be paid at time and one half of the employee's regular rate of pay.

The Division Supervisor will determine the next day's starting time for employees assigned to split or second shift crews.

- 27.11 An employee whose job description requires that the employee hold a CDL will be reimbursed the cost of the CDL only upon timely presentation of proof of payment to the supervisor who must then submit the proof to Human Resources.
- 27.12 Qualified bargaining unit employees will be offered on-call pay at the rate of \$100.00 per week plus mileage from their residence to the Public Works facility via the most direct or commonly traveled route when called in after hours. Mileage will be reimbursed according to the City's Travel and Expense Reimbursement Policies and Procedures. Employees on call must ensure residency information is accurately on file with the City's Human Resources Department. The City will establish a reasonable rotation and reserves the right to mandate employee participation and limit the number of employees on-call per week to five.

ARTICLE 28

DRUG AND ALCOHOL TESTING

- 28.1 The City will require employees who are required to have a commercial driver's license as a condition of employment to be tested for the illegal use of alcohol and the use of controlled substances under the conditions set forth in 49 Code of Federal Regulations, Parts 382, *et. seq.*
- 28.2 Employees in the bargaining unit will be subject to the City's Drug-Free Workplace Policy, which is attached to this Agreement as Addendum C.
- 28.3 Any employee that leaves the scene of an accident or fails to report an injury or accident shall be treated as having refused testing as outlined in the City's Drug-Free Workplace Policy.

ARTICLE 29

DURATION

- 29.1 This Agreement will be in full force and effect from October 1, 2022 through September 30, 2023
- 29.2 Either party may notify the other in writing between March 1, 2023 and April 30, 2023, of its desire to modify or terminate the Agreement effective September 30, 2023. If notice is not given by May 1, 2023 of the intent to modify or terminate all articles will remain as agreed with the exception of Article 25, which will be reviewed and modified at the City's discretion for fiscal impact once the City obtains and reviews the claims experience and renewal rates, and the contract will automatically renew for successive one year periods until written notice to modify or terminate is given by either party by May 1st of a succeeding year.

CITY OF ST. AUGUSTINE
2038

FLORIDA CARPENTERS REGIONAL COUNCIL, LOCAL

By: _____
John P. Regan P.E., City Manager

By: _____
Jason Weitzel, Council Representative

Anthony Esposito, Union Steward

Matthew Vonklock, Union Steward

Date: _____

Date: _____

Subject to ratification by the City of St. Augustine City Commission

CITY OF ST. AUGUSTINE

RATIFIED BY CITY COMMISSION:

Darlene Galambos

Date

AGREEMENT
BETWEEN
CITY OF ST. AUGUSTINE
and the
COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

October 1, 2022 through September 30, 2025

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ARTICLE 1

BARGAINING UNIT - DEFINITIONS

Section 1. Bargaining Unit.

The City of Saint Augustine (hereinafter "Employer" or "City") recognizes the Coastal Florida Police Benevolent Association (hereinafter "the Association") as the exclusive bargaining representative for the following unit of members of the Saint Augustine Police Department. All full-time regular sworn police officers employed by the Saint Augustine Police Department in the position of Police Officer, Corporal and Sergeant. Excluded from this unit are all employees above the rank of sergeant.

Section 2. Definitions.

A. Employee - Except as herein otherwise defined wherever the term "employee" is used in this Agreement, it shall mean full-time regular employees with the bargaining unit as heretofore described. Specials, reserves, provisional and probationary employees while in field training are excluded from the term "employee" hereunder. After successful completion of field training, probationary employees will have access to the Grievance and Arbitration Procedure to the extent permitted by Article 16, Section 5.

B. Superior Officers - Wherever the term "Superior Officers" is used in this Agreement, it shall mean a member of the permanent police force of the City of St. Augustine of the rank of Commander or higher.

C. The term "Chief of Police" shall mean the Chief or the appointed Acting Chief.

ARTICLE 2

THE ASSOCIATION DUES DEDUCTION

During the life of this Agreement, and in accordance with Florida law, specifically Section 447.303, Florida Statutes, the Employer agrees to deduct the Association dues from the pay of each employee in the bargaining unit who authorizes said deduction and shall mail said dues to the address of the Association as certified by the Association to the City.

It is understood that this provision will provide for twenty-six (26) deductions per year for all employees. The Public Employer will remit to the Association such sums within thirty (30) days. Changes in The Association membership dues rate will be certified to the Public Employer in writing and shall be done at least thirty (30) days in advance of the effective date of such change. The Public Employer's remittance will be deemed correct if the Association 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.

The Association will indemnify, defend and hold the Public Employer harmless against any claim and against any suit instituted against the Public Employer on account of any deduction of The Association dues.

In accordance with Section 447.303, Florida Statutes, an employee may revoke in writing at any time his authorization for dues deduction. Dues revocation shall be processed through the Association, but in the event of direct revocation, the employer will notify the Association within the next pay period. No deduction shall be made from the pay of the employee for any payroll period in which the employee's net earnings for that payroll period, after deductions, are less than the amount of dues to be checked off.

ARTICLE 3

MANAGEMENT RIGHTS

Section 1

The Association recognizes the right of the City of St. Augustine to operate and manage its affairs in all respects in accordance with its responsibilities. The powers and authority which the City has not officially abridged, delegated, or modified by this Agreement are retained by the City. Management officials of the City retain rights, in accordance with applicable laws and regulations, which include but are not limited to the following:

- a. To manage and direct the employees of the City.
- b. To hire, promote, transfer, schedule, assign and retain employees in positions with the City.
- c. To suspend, demote, discharge or take other disciplinary action against employees for just cause.
- d. To relieve employees from duties because of lack of work, funds or other legitimate reasons.
- e. To determine the methods, means and personnel by which such operations are to be conducted, including the right to contract and subcontract existing and future work.
- f. To determine the number of employees to be employed by the City.
- g. To determine the number, types, and grades of positions or employees assigned to an operational unit, department or project.
- h. The organization of City government.
- i. To maintain and improve the efficiency of the operations of the City.
- j. To determine internal security practices.

Section 2

The City has the sole authority to determine the purpose and mission of the City and the amount of the budget to be adopted by the City Commission.

Section 3

If in the discretion of the City Commission, it is determined that civil emergency conditions exist, including but not limited to riots, civil disorders, hurricane conditions, health pandemic, or similar catastrophes, the provisions of this Agreement may be suspended by the City Manager during the time of the declared emergency, provided that wage rates and monetary fringe benefits shall not be suspended.

Section 4

It is understood by the parties that every incidental duty connected with operations enumerated in job descriptions is not always specifically described and employees at the discretion of the City may be required to perform duties not within their job descriptions, as long as they are Police Department related.

Section 5

The parties agree that, upon the exercise of a management prerogative that requires impact bargaining, in the absence of an emergency declared by the City Commission, upon request of the Association, both parties will immediately be available to negotiate the impact. If the parties are unable to agree, the change will not be implemented until the City has met the minimum requirements for impact bargaining then in existence under the Public Employees Relations Act.

ARTICLE 4

EMPLOYEE RIGHTS

Neither the City nor the Association will interfere with an employee's right to engage in protected, concerted activity nor to refrain from participating in such activity.

Without limiting the foregoing, the City agrees that it will not aid, promote or finance any labor group or organization purporting to engage in collective bargaining, to make any agreement with any such group organization which would violate any rights of the Association under this Agreement or the law. Further, no representative, department official, or agent of the City or the Association shall:

1. Interfere with, restrain or coerce employees in the exercise of their right to join or refrain from joining the Association.
2. Interfere with the formation, existence, operations, or administration of the Association. Conduct of the Association business will not be on City time except as provided for specifically elsewhere in the Agreement.
3. Discriminate in regard to employment or condition of employment in order to encourage or discourage membership in the Association.
4. Discriminate against an employee because he has given testimony, taken part in any grievance procedure or other hearings, negotiations, or conference or in behalf of the Association, the City or any employees.

The City will not refuse to meet, negotiate or confirm proper matters with officers or representatives of the Association as set forth in this Agreement.

The City will not discharge or discriminate in any way against employees of the Police Department for the Association membership or the Association activities.

The Association will encourage the bargaining unit members to allow the elected officials of the Association rather than individual members, to represent the Association views and positions to political bodies, news media, and the public.

ARTICLE 5

DISCIPLINARY ACTION

Section 1

No employee of the Police Department as defined in Article 1, Section 2(A) shall be removed, dismissed, discharged, or suspended except for just cause.

Section 2

Any Police Officer required to submit to interrogation by a superior officer, which could result in disciplinary action, shall be allowed the company of an Association official or an attorney as provided by law.

Section 3

The "Police Officer's Bill of Rights" as set forth in Florida Statute §112.532, as amended from time to time, is incorporated herein and made a part of this contract. A copy of current Florida Statute §112.532 is attached as Appendix D.

Section 4

During any investigation covered by the Police Officer's Bill of Rights, the employee will be asked if he wants an attorney and/or representative present. Under this Section, the employee will be entitled to have any two (2) of the following present:

- A. One (1) local representative and a staff representative or,
- B. One (1) local representative and an attorney or,
- C. One (1) staff representative and an attorney.

If the employee desires to have any combination of the above representatives present or any one of them, the investigation will start when the desired attorney/representatives are present provided that if a specific attorney or representative is requested, the request for the specific individual will be granted only if the individual requested is available within a reasonable time. What is a “reasonable time” will depend upon the subject matter being investigated.

Section 5

A copy of any disciplinary action will be given to the employee being disciplined. The employee will sign the form to acknowledge receipt. A copy will be placed in the employee’s file. An employee has the right to prepare a written response to any written reprimand within 10 days of receipt of the reprimand. The response will be placed in the employee’s file. The City also agrees to copy employees when any disciplinary document is placed in their personnel file.

Section 6

Employees are entitled to inspect and copy their personnel files and any internal investigation files not confidential by law. Upon request of the employee, the employer agrees to furnish these records and documents to the employee. The employer will supply these documents within 24 hours of the request.

Section 7

When the police department receives anonymous complaints of officer misconduct, the department will attempt to verify that there are reasonable grounds that the misconduct may have occurred before starting an official Internal Affairs investigation.

Section 8

All material that relates to an investigation that is unfounded shall be marked unfounded.

Section 9

The City agrees to purge all files that relate to internal affairs investigations after all relevant state and federal statutes of limitations have expired, and then to the extent permitted by the Public Records Act.

Section 10

A written reprimand shall be marked “no longer effective” after 24 months if the officer has not committed another offense. Suspensions are not affected by this Section and may be used in any subsequent discipline.

Section 11

If termination is involved, the employee may be placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation, if it is deemed to be in the best interest of the City. Employees who are placed on Administrative Leave with pay pending pre-termination procedures or the outcome of an internal investigation shall cease to accrue sick and vacation time should the leave exceed one pay period. If the employee is not ultimately terminated, accruals that would have been earned will be posted to the employees sick and vacation accounts.

ARTICLE 6

ASSOCIATION BUSINESS LEAVE

Section 1. Negotiating Committee.

Employees who are members of the Association negotiating committee, not more than three in number, shall suffer no loss of pay or benefits in order to attend all scheduled meetings with representatives of the Employer for the purpose of negotiating the terms of the contract when such meetings take place at a time during which such members are scheduled to be on duty.

Section 2. The Association Stewards.

The Employees shall select not more than two (2) Association Stewards whose names shall be furnished to the Employer and the Chief. The Association Steward or representative shall be granted reasonable time off if necessary, during working hours without the loss of pay or other benefits, in order to resolve grievances expeditiously. Said time shall be requested of the Chief or his designee, who shall not withhold permission for more than twenty-four (24) hours, except in the case of an emergency.

Section 3. Conventions.

Eligible employees shall be allowed to attend conventions of the FPOA and other police or legal seminars which are deemed by the Chief of Police and the City Manager to be a benefit to the Department.

ARTICLE 7

NO STRIKE CLAUSE

Section 1

No employee covered by this Agreement shall engage in, induce, or encourage any strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine.

Section 2

The Association agrees that neither it nor any of its officers or agents will call, institute, authorize, participate in, sanction or ratify any such strike, work stoppage, slowdown or withholding of services to the City of St. Augustine.

Section 3

Should any employee or group of employees covered by this Agreement engage in any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine, the Association shall forthwith disavow any such strike, work stoppage, slowdown, or withholding of services to the City of St. Augustine and shall refuse to recognize any picket line established in connection therewith.

Section 4

The Association shall at the request of the Employer take all reasonable means to induce such employee or group of employees to terminate the strike, work stoppage, slowdown, or withholding of services and to return to work forthwith.

Section 5

In the event of a strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, if such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer continues for more than twenty-four (24) hours after notification, if the Association has not publicly disavowed such strike, work stoppage, slowdown, or any form of interference with the operations of the Employer, or similar interference with the operations of the Employer and ordered the employees back to work and attempted to bring about a prompt resumption of normal operations, then this Agreement may at the option of the City be declared null and void in its entirety.

Section 6

Nothing contained in this Article will prevent the Employer from exercising any other rights it may have nor deprive the City of filing suit to enjoin the strike. The City retains the right to terminate or otherwise discipline any employee who violates this Article.

ARTICLE 8

STABILITY OF AGREEMENT

Section 1

No agreement, understanding, alteration or variation of the Agreement, terms or provisions herein contained shall bind the parties hereto unless made and executed in writing by the parties hereto.

Section 2

The failure of the Employer or the Association to insist, in any one or more incidents, upon performance of any of the terms or conditions of this Agreement shall not be considered as a waiver or relinquishment of the right of the Employer or of the Association to future performance of any such item or condition, and the obligation of the Employer and the Association to such future performance shall continue in full force and effect.

Section 3

All rules, regulations, policies and procedures of the Employer in effect on the effective date of this Agreement shall remain in full force and effect if not specifically in conflict with the terms of this Agreement. Authority to change, modify or delete rules, regulations, policy or procedures not in conflict with the terms of this Agreement rests with the Employer.

ARTICLE 9

ADHERENCE TO LAW

The Employer and the Association recognize and adhere to all State Labor Laws, and to Civil Service ordinances, rules and regulations, only as they pertain to the City of St. Augustine.

ARTICLE 10

HOURS OF DUTY AND WORK SCHEDULE

Section 1

Commencing and ending hours of shift will be determined by the Chief of Police. The City hereby elects to establish its workweek under 29 U.S.C. § 270(k) of the Fair Labor Standards Act. The City elects to utilize the seven (7) day option under the above-referenced section of the Fair Labor Standards Act.

Section 2

The basic schedule shall be a fifty-six (56) day rotation of 12-hour shifts with a fourteen (14) calendar day work period for a total of 336 hours. The normal work week will be a scheduled 80 hour bi-weekly work period, inclusive of meal breaks, with the shift personnel being assigned by management. However, the Chief of Police may establish such additional shifts as deemed necessary to provide adequate police protection.

Section 3

Members of the Department shall not be assigned to a particular shift for less than 56 days, nor for more than 56-day periods except in unusual circumstances when the Chief may assign the same officer to one additional consecutive 56-day period.

Section 3 of this article shall not apply to employees (police officers, corporals, and sergeants) assigned to investigations, training, professional standards, or community resources division.

Section 4

The parties agree that the Chief of Police and the bargaining unit may mutually agree to try different work schedules for a 6-month period. At the end of the 6-month period, if both parties are not agreeable to the new schedule, the “fifty-six (56) day shift” will be reinstated.

Section 5

The Employer will notify employees fourteen (14) days in advance of a permanent change in squad assignments. This will not prevent the Employer from making temporary changes due to manpower shortages, FTO training, coverage requirements, emergencies, etc.

Section 6

Meal breaks of 30 minutes or less will be paid provided officers do not travel more than 1 mile outside the City limits and are able to promptly respond to calls. During the term of this contract, the current practice of allowing officers to take the police vehicle home for meal breaks will continue; provided that officers live within 1 mile of City limits and must checkout with Dispatch upon leaving their assigned patrol area and must check back in with Dispatch upon returning to their assigned patrol area following a meal break.

Section 7

It is recognized that part of a bargaining unit employee’s obligation includes performance of certain additional duties during the employee’s 12-hour shift. Therefore, up to one-half hour per day (2-1/2 hours per week) may be set aside for the exchange of information, the completion of paperwork at the beginning or end of each shift, and other incidental jobs that must be performed at the beginning or end of the shift.

Section 8

In the event the City determines that it will be necessary to reduce the number of hours worked by City employees in all City departments, the Union will be given notice of that decision and a period of fourteen (14) days to negotiate the impact of that decision on bargaining unit employees prior to implementation with a minimum of three (3) meetings held during that fourteen (14) day period. In this regard, the City will first make every effort to maintain hours of work in safety sensitive positions before considering hours reductions in all City Departments.

ARTICLE 11

OVERTIME

Section 1

The City elects to operate under 29 U.S.C. Section 207(k) of the Fair Labor Standards Act by establishing a fourteen (14) calendar day work period. The normal payroll week will begin at 12:01 a.m. Tuesday morning and will continue for 336 hours, which is fourteen (14) calendar days. The normal pay period will be two consecutive pay weeks. The normal work period will be eighty (80) scheduled hours during a pay period, exclusive of meal breaks.

Section 2

All work performed in excess of eighty (80) hours in any one pay period shall be paid for at the rate of one and one-half times the employee's regular rate of pay. It is the intent of the City that each employee takes a 30-minute meal break each day in accordance with Article 10, Section 6.

Section 3

Any police officer required by the City to attend any court, court conference, or other related proceedings, as a witness, or in any other capacity, other than jury duty, for, or on behalf of the City or State, at any time other than during a regular tour of duty, shall be compensated at a rate of one and one-half (1½) times the employee's regular hourly pay for a minimum of two (2) hours. Compensation received from the court may be retained by the officer in lieu of City compensation. A form attesting to the required attendance must be provided by the employee

to the Police Department. Five dollars (\$5.00) (or the current Florida statutorily authorized fee) will be deducted from the employee's pay for each day of required court attendance.

Section 4

Any police officer required to return to work by a Sergeant or a superior officer after having left the station at the completion of his regular shift shall be paid at the time and one-half rate for a minimum of two (2) hours.

Section 5

Any off-duty police officer required to "stand-by" awaiting a call of duty shall be paid for all "stand-by" time at rates provided in Section 1 and Section 2. Police officers who are required to keep the Department notified of their whereabouts but are not required to remain at a specified location, shall not be compensated for such time.

Section 6

All hours of required attendance at training and out of town travel (more than fifteen (15) miles) to and from training will be treated as time worked for pay purposes and paid as provided in Sections 1 and 2. Time spent out of town at training conferences not in actual training (sleeping, eating or other time not actually in class) will not be counted as time worked for pay purposes, provided that if the required attendance is on a regular work day, the employee shall be paid for either the normal number of hours the employee is regularly scheduled to work on that day or the hours in actual training, whichever is greater. Authorized lodging, meals and travel expenses consistent with City policy in effect at the time the travel occurs will also be paid.

If an employee volunteers to attend an out-of-town training conference, and is permitted to attend by the Chief, if the attendance is on the employee's scheduled workday, the employee will be paid for the regular eight (8) hours he/she would have worked on that day. No other pay for those who volunteer to attend training will be paid.

Section 7

Time paid for, but not worked, such as sick leave, leave without pay and military leave shall not be counted in determining overtime.

If an officer is required to work hours into a second consecutive shift for the purposes of meeting minimum manning levels as set forth from time to time by the Employer, the officer will be paid at the rate of one and one-half (1½) times the officer's regular rate of pay regardless of whether the employee has worked 80 hours in the pay period.

ARTICLE 12

WORKING OUT OF CLASSIFICATION

Section 1

Any sworn police officer below the rank of Corporal covered by this Agreement who is required to accept the responsibilities of a Sergeant for twelve (12) consecutive hours or longer, shall be paid a 5% differential on the officer's base salary while serving as a Sergeant.

Section 2

The senior police officer on the shift when a Corporal or a Sergeant is not available will assume the responsibility of the Sergeant unless a Sergeant or superior officer has appointed an acting Sergeant in his absence regardless of seniority.

The above will not apply if a Sergeant or superior officer is present.

Section 3

A Corporal assuming the responsibility of the Sergeant for more than an 80-hour period shall be paid a 5% differential on the Corporal's base salary while serving as a Sergeant.

ARTICLE 13

EXCHANGE OF TIME

Each employee in the bargaining unit will be allowed to exchange time or “swap” a shift whenever he is able to secure another employee to work in his place. Said “swap” shall be governed as follows:

1. Such “swaps” or exchanges are made only after prior approval of their respective commander (Operations, Community Resources, or Administrative Services).
2. Such substitution occurs within the same payroll period and does not impose additional cost on the City with regard to the payment of salaries and wages in the form of overtime or otherwise.
3. The officer in charge of the shift in which the substitution takes place be notified one day prior to its becoming effective, except in the case of an emergency, the notification may be made on a shorter term.
4. Approval of swaps will normally be made if the “swap” is for a justifiable reason. The Chief will have the authority to deny swaps if, in his opinion, (a) the privilege is being abused; or (b) either officer involved in the swap is not meeting expected performance standards.
5. Swaps for up to fifty-six (56) days may be allowed if applied for 14 days in advance and approved by the employees’ respective commander (Operations, Community Resources, or Administrative Services).
6. Repayment of swap time is solely the responsibility of the employees involved in the swap. The City will incur no additional responsibility of any type as a result of permitting a swap.

ARTICLE 14

WAGES

Section 1

- A. For the terms of this agreement, full-time bargaining unit employees shall receive the following, effective the first full pay period in October:
1. For fiscal year 2023, bargaining unit employees will receive an eight percent (8%) general wage increase.
 2. For fiscal year 2024 and 2025, a general wage increase, if any, shall be the same as that given to City employees not in a bargaining unit.
- B. Full-time, non-probationary employees shall be entitled to merit step increases as set forth in Section 4 of this Article.

Section 2

All bargaining unit employees hired on or after October 1, 2019 will receive the entry-level pay set forth in Appendix A. Upon completion of probation, on the first full pay period following the first anniversary date of employment, the employee will automatically receive a three-step increase. On first full pay period following the second anniversary date of employment, the employee will automatically receive an additional two step increase. New employees will not be eligible for the merit step increase on the contract anniversary date until after one (1) full year of employment. All pay increases after the first and second anniversary dates will be based on merit.

Section 3

Additional steps for receiving a college degree(s).

An education supplement as hereinafter set forth, will be paid to employees hired on or after October 1, 2019, or for officers attaining advanced degrees as hereinafter set forth:

- | | | |
|----|---|-------------------------------------|
| a) | AA (2 year) degree from accredited college | 4 steps |
| b) | BA/BS (4 year) degree from an accredited college | 4 steps |
| | | (8 steps if AA degree not attained) |
| c) | MA (or any equivalent advanced degree) from an accredited college | 2 steps |

The education steps will be added to the employee's pay upon completion of field training. No employee can exceed Step 40. Sergeants will only be eligible for 4 steps for obtaining a BA/BS degree or 2 steps for master's degree. The increase will be effective the first full pay period following submission of a copy of the degree or other verifiable information showing that a degree has been awarded.

An employee promoted to Corporal or Sergeant will be placed into the new pay range based on their base wage without educational steps. Once the employee has been placed into the new pay grade as outlined in Section 7, their educational steps will be reapplied.

Section 4

Prior to October 1st, the City will evaluate each full-time regular non-probationary Officers in the bargaining units and all employees who have completed at least sixty days in rank of service by August 31st. Officers receiving an evaluation rating of meets or exceeds expectations will receive a merit step increase. For October 2023, bargaining unit members receiving a meets expectation or exceeds expectations will receive a 2-step merit increase. For October 2024 and 2025, the number of steps received will be the same as the average given to City employees not in the bargaining unit and as defined by the fiscal budget approval process, but not less than 1 step for meets expectations or 2 steps for exceeds expectations.

Officers promoted with less than sixty days in rank as of August 31st will be evaluated and receive merit step increases as outlined in City policy 7.8.

Officers who have reached step 40 or Sergeants who have reached step 30 will receive a lump sum bonus per City Policy 8.2.7.

Section 5

No police officer or Corporal, as a result of automatic step increases, merit step increases, or an educational incentive will exceed the rate for Step 40 of the employee's pay grade. No Sergeant as a result of automatic or merit step increases will exceed Step 30 of the Sergeant's pay grade. The pay grade and step summary for officers is attached as Appendix A; the pay grade and step summary for Corporals is attached as Appendix B; the pay grade and step summary for Sergeants is attached as Appendix C.

Section 6

At the expiration of this agreement on September 30, 2025 and thereafter, there will be no continuation of any increases provided under this Article, unless a new contract is ratified by both parties on or before October 1, 2025, or unless the parties mutually agree in reopener negotiations to extend the contract beyond October 1, 2025.

Section 7

- A. If the promoted employee's current salary is above Step 1 of the new pay range, the employee will first be slotted into the new pay range. The employee's salary will then be rounded up to the nearest step in the pay range. The employee's salary will then be adjusted five (5) full steps above where the employee had been placed as a result of rounding and placed on step in the pay range. The intent of this paragraph is that an employee will receive a minimum of five (5%) percent per promotion; or
- B. If the promoted employee's current pay is below Step 1, the employee will receive Step 1 of the Corporal or Sergeant pay range, as applicable, provided that the minimum of the

new pay range is at least five (5%) percent higher than the employee's pay prior to promotion.

Section 8

Officers assigned as Field Training Officers (FTO) will receive \$3.00 per hour for all hours assigned to and working as an FTO, and when attending required meetings of Field Training Officers. Officers shall be assigned FTO responsibilities at the discretion of the Chief.

Section 9

Officers certified as Instructors will receive \$3.00 per hour for all hours assigned to and working as an Instructor. Officers shall be assigned Instructor responsibilities at the discretion of the Chief.

Section 10

When recruiting qualified applicants for positions which require state licensure/certification or a professional designation becomes difficult due to the established starting salary for the position, the City Manager may authorize step increases for related, qualified experience. The step increase allowance applied will be one (1) step for every four (4) years of qualifying experience with employment outside of the City of St. Augustine. Qualifying experience means all years in which the individual worked in a position that required, and the individual simultaneously held, the licensure/certification or professional designation.

Section 11

Officers assigned to detective status will work either five 8-hour shifts or four 10-hour shifts at the discretion of the Police Chief and will receive a one-time 2-step increase added to their base pay while assigned to the Investigation Unit. Officers who remain in the Investigation Unit for 12-months or more will retain the 2-step increase upon leaving the unit but will not be eligible for the

increase at later date if reassigned to the unit. Assignment of detectives to shifts will be made by the Police Chief to ensure adequate manpower coverage. However, no officer shall be removed from the unit during the initial 12-month period solely to avoid maintaining the higher pay incentive.

Officers previously assigned to the Investigation Unit for more than 12-months will receive a 2-step increase effective October 2022. Officers or Sergeants who have reached the maximum step in their pay grade will be eligible for an additional one-time 1% annual lump sum payment in coordination with City Policy 8.2.7.

Section 12

The City will pay an incentive of \$50.00 per month (\$25.00 per pay for twenty-four pays per year) for participation on the Special Response Team (SRT), Traffic Homicide Investigations (THI), Meth Team, and Mobile Response Unit. Pay will begin the pay period following notification to the Human Resources Division. The City will have no responsibility for retroactive pay to employees who do not notify Human Resources in a timely fashion. The maximum number of employees per team or unit defined above will be 12 for SRT, 6 for THI, 4 for Meth, and 6 for Mobile Response. Employees will be limited to 2 teams/unit incentives at a time.

Section 13

Effective October 1, 2022, the City will pay \$50.00 per week for a maximum of three Officers (two for THI and one from investigations), the Public Information Officer, and the Investigation Sergeant or designee assigned to on call duty. Officers will only be eligible for a maximum of \$50 per week regardless of which on call duties they are assigned to.

ARTICLE 15

WORKING OFF DUTY

Section 1

All officers must receive prior approval before accepting any off-duty assignment or secondary employment; however, decisions are appealable to the Civil Service Board or subject to the grievance procedure.

Section 2

All secondary employment must receive prior approval in writing from the Chief. Except with prior approval of the Chief, no member of the Police Department shall have any other employment or pursue any gainful occupation that requires the officer to work more than eighteen (18) hours on a duty day, including his/her assigned shift. The officer must have a minimum of eight (8) hours non-working rest period in the preceding sixteen (16) hours prior to reporting to work. Any such employment shall in no way conflict with duties under City employment.

Section 3

A sworn police officer can work off duty in uniform under the following conditions:

(A) The off-duty work must be approved in advance by the Chief or his designee. Approval for off duty work will not be unreasonably withheld; provided off duty work as a “bouncer” or in an establishment where liquor is served will normally not be approved.

(B) If the off-duty work requires the use of a police vehicle, the officer will reimburse the City for each hour the police vehicle is used in the possession of the officer per City Policy.

The officer must complete a form to be prepared by the City prior to taking the vehicle. The per hour amount will be deducted from the employee's paycheck. Nothing in this paragraph guarantees that a police vehicle will be available. The officer will use the vehicle assigned by City Policy or the Police Chief or designee.

(C) The hourly rate to be charged any person or organization desiring to contract with a uniformed City officer will be established by the Chief in consultation with the Association; provided that the hourly rate charged such persons or organization for a uniformed City officer will be modified at the request of the Union if the purpose of the request is to compete with the Sheriff's Department or Florida Highway Patrol for available work.

(D) It is agreed that any such work is solely for the benefit of the individual officer and is totally voluntary on the part of the officer. Any off-duty work under this Article will not be considered as time worked for the City and will not be counted as time worked for overtime purposes.

ARTICLE 16

GRIEVANCE AND ARBITRATION PROCEDURES

Section 1. Matters Covered.

A grievance is described as a dispute over the application, interpretation or alleged violation of this Agreement. An earnest effort shall be made to adjust such grievance immediately as outlined in this Article.

Any non-monetary incident which occurred or failed to occur prior to the effective date of this Agreement shall not be the subject of any such grievance or arbitration.

Section 2. Steps in Grievance Procedure.

Grievances The parties agree to attempt to resolve non-disciplinary issues and disputes informally prior to filing a grievance. If the parties are unable to resolve the issue or the issue does not lend itself to informal resolution, a formal grievance may be filed.

Step 1: The employee or the union may submit the grievance or dispute to the employee's Commander within ten (10) business days. In grievances involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days of the disciplinary action being taken. In grievances not involving disciplinary actions, the grievance must be submitted to the employee's Commander within ten (10) business days from the date the employee could reasonably be expected to have knowledge of the facts constituting the grievance. The Commander shall respond to the union official (employee) who filed the grievance within ten (10) business days. Failure to file a grievance within the time required shall render the grievance null and void.

Step 2: If the grievance has not been satisfactorily resolved, the employee or the Union may present said grievance, which must be in written form, to the Chief or his designee

within ten (10) business days after the response under Step 1 is received or due. The grievance must cite the appropriate Agreement Article which is allegedly being violated. The Chief of Police or his designee shall respond in writing to the Union official (employee) who filed the grievance within ten (10) business days.

Step 3: If the grievance still remains unadjusted, it shall be presented to the City Manager or his designee, in writing, within ten (10) business days after the response to the Chief is due. The City Manager shall respond in writing within ten (10) business days.

Step 4: If the decision of the City Manager or his designee is not acceptable to the employee or the Union, they may, by written notice to the City Manager within ten (10) business days of receipt of the answer at Step 3, request binding arbitration.

Section 3

The term “business days” as used in this Article will be days that city is open for business. Any time limits set forth in this Article may be extended by mutual consent.

Section 4

Hours/time spent by a grievant with Union representatives preparing and/or pursuing his or her grievance, up to and including arbitration shall not be considered hours worked. The employee may elect to use vacation time for this purpose. Hours spent by a grievant in meetings with the City during steps of the contractual grievance procedure other than arbitration shall be considered hours worked.

Section 5

Grievances involving discipline may proceed immediately to Step 2

Section 5

The arbitration proceedings shall be conducted by an arbitrator after an arbitration request has been submitted. If the parties fail to select an arbitrator, the Federal Mediation and Conciliation Service shall be requested by either or both parties to provide a panel of five (5) arbitrators. The Union shall have the right to strike the first name; the City shall then strike one name. The process shall be repeated, and the remaining person shall be the Arbitrator.

The Arbitrator hereunder shall be without power to alter, amend, add to, or detract from the language of this Agreement. The decision of the Arbitrator shall be final and binding upon the parties. The Arbitrator shall submit in writing his findings of fact and decision within thirty (30) days after the conclusion of testimony and argument or as soon as practical thereafter.

The expense of the Arbitrator's services and the proceedings shall be borne by the losing party or by both parties in the event of a compromise solution as determined by the Arbitrator. If either party desires a verbatim record of the proceedings, it may cause such a record to be made, providing it pays for the record and provides a copy without charge to the Arbitrator, if requested. If both parties request or obtain a copy of the transcript, the cost of the transcript will be split by the parties.

For purposes of the arbitration hearing the following standards for the payment of witnesses shall apply:

1. The grievant shall not be paid for time spent at the hearing, but may use vacation time;
2. Any witnesses subpoenaed by either the Union or the City who are scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing;

3. Any witnesses subpoenaed by either the Union or the City who are not scheduled for duty during the arbitration hearing shall be paid their normal hourly rate for time spent at the arbitration hearing if: (1) they are called to testify and (2) the arbitrator determines that his or her testimony is material to the case. No shift swaps will be permitted for those individuals subpoenaed for an arbitration hearing. No grievant or witness may drive a City vehicle to the arbitration hearing.

Section 6

Except for alleged violations of Articles 9, 10, 11, 12, 13, 14, 18, 19, 20, 21, 22, 24, 25, 27, 28 and 32, probationary employees will not have access to the Grievance and Arbitration Procedures of this Article. Specifically, probationary employees are not entitled to grieve or arbitrate any issues relating to discipline or discharge.

Section 7

1. Any employee who has been served a disciplinary suspension may:
 - (a) Sign a waiver stating that they are not going to pursue any of their grievance rights.
The employee will then serve their suspension as assigned OR
 - (b) Grieve or decline to sign the waiver noted above in which case the suspension will not be served until such time that the time frames to grieve have expired through arbitration.
2. A disciplinary suspension may be with loss of pay, reduction in pay or loss of vacation time depending on the staffing needs of the Department and at the discretion of the Chief.

3. Effective the following two (2) pay periods after a suspension is served; the employee will not be allowed to work overtime unless it is approved by the Chief or a Commander. Work performed under Article 15 of this contract is excluded from this provision.

Section 8

In the event it is determined by The City or an arbitrator that an employee covered under this agreement has not been appropriately compensated pursuant to the terms of this agreement, the City or the employee shall only be liable for back for a period of three (3) calendar years from the date the City discovers the alleged error or the employee notifies the City in writing of the alleged error.

ARTICLE 17

SENIORITY

Section 1

In regard to promotion, transfer, increase or decrease in the working force, seniority of an employee shall be determined by this Agreement.

Section 2

Seniority in the St. Augustine Police Department shall commence from the date of appointment as a regular full-time member of the St. Augustine Police Department. Officers entering on the same day shall have their seniority determined by their oral interview score with the highest score being most senior. Sergeants and Corporals appointed on the same day shall have their seniority determined by total length of service.

Section 3

Seniority shall not be broken by military leave, vacation time, sick time, injury leave, temporary layoff not in excess of one year, or leave of absence as defined in this Agreement.

Section 4

Seniority shall be broken by resignation and termination for just cause.

Section 5

In the event of a reduction in force, layoff or abolition of position, layoff shall be in inverse order of hiring and recall by seniority within classification.

Section 6

When a permanent opening occurs within any shift, day or nights, the senior police officer within the rank who requests the same shift may be assigned to said shift. If a shift vacancy occurs as set out above, it will be posted in a conspicuous place for at least three (3) days prior to said shift vacancy being filled. Assignment by seniority to shift shall not mean to a particular position of said shift. Shift assignments may be changed with the approval of the Chief.

Section 7

When a permanent opening occurs within any specialist position, including that of an investigator, any person wishing to may apply in writing to the Chief of Police for consideration for such position. The final decision with respect to the filling of such position shall be that of the Chief of Police after evaluation of the qualification of all applicants for such position. However, seniority shall be a factor in his consideration. Such openings shall be posted as set forth in Section 6 above.

Section 8

Seniority will not be observed when the conditions described in Article 12, Working Out of Classification, exist.

ARTICLE 18

UNIFORM ALLOWANCE AND EQUIPMENT

Section 1

The employer will provide uniformed employees with four (4) complete uniforms and all equipment to perform their duties as deemed necessary by the City. This shall include maintenance when not caused by negligence.

- a) The employer will provide new employees a holster that will accommodate the weapon the officer is issued.
- b) The employer shall repair or replace any employee's personally-owned utility equipment as listed below that is damaged, destroyed or lost in the line of duty when such damage, destruction or loss results from a physical altercation or some other circumstance that is unique to police work. The repair or replacement will be made as soon as reasonably possible based on the following schedule:
 - (1) Weapons: Actual cost of repair or replacement.
 - (2) Flashlights and Holsters: Actual cost of repair or replacement, not to exceed the cost of the flashlight or holster provided by the City. This Section does not apply to the lithium battery flashlight purchased by officers at their expense.
 - (3) Watch: Actual cost of watch damaged, destroyed or lost to a maximum of \$35.00.
 - (4) Prescription Lenses: Actual cost of lenses damaged, destroyed or lost, including contact lenses, plus up to \$50.00 for frames when

applicable. This does not include the cost of an eye examination, which is paid by the employee.

- (5) Non-Prescription Sunglasses: Actual cost of sunglasses damaged, destroyed or lost not to exceed \$15.00. Prescription sunglasses are covered by paragraph 4 above.
- (6) The Employer will provide, at its option, lithium flashlight batteries for the flashlights purchased by individual officers or a recharger and a rechargeable battery for each officer who has purchased at his own expense the lithium battery flashlight. No other flashlights other than the current lithium battery flashlights that have been purchased by officers now or during the term of this agreement are covered by this section.
- (7) The City will purchase a gear bag for each officer when the officer's current gear bag wears out. The officer must present his current gear bag to his/her supervisor who must agree that the gear bag must be replaced in order to receive a replacement gear bag.
- (8) Considering normal wear and tear, employees' shoes/boots will be replaced consistent with current City practice. The damaged shoes must be presented to the Police Chief who must agree that the shoes/boots are to be replaced.

For items other than those listed above, the City, in its sole discretion, may replace personal items damaged, destroyed or lost in the line of duty. In addition, Officers may use the allowance provided in City Policy 6.15, towards their monthly cellphone expenses or to purchase cellphones

that are used in conjunction with the performance of their duties. Reimbursement to be submitted quarterly or in no less than \$300 increments per policy.

Section 2

The Employer will provide a place where uniforms will be cleaned, altered or replaced, when necessary, at no cost to the employee.

Section 3

The employer will provide a Kevlar vest (American Body Armor or equivalent, as determined by Police Chief) for employees who desire to wear a vest. For employees who currently have a vest, the City will not reimburse the employee for the vest but will replace the vest in the future consistent with the manufacturer's recommendation for service life of the vest. If the employee accepts the vest from the City, by accepting the vest, the employee agrees to wear the vest at all times while on duty (City paid time). If at any time while on duty the employee fails to wear the vest, the employee will immediately become liable to the City for the total cost of the vest. In order to be eligible for a vest under this section, the employee must execute a note and a wage assignment form which authorizes the City to deduct from the employee's wages, at the rate of \$10.00 per check the total cost of the vest. The wage assignment form and note will become effective and the deduction under the wage assignment form implemented if the employee fails to wear the vest at all times while on duty. Any employee who leaves the City for any reason will return the vest to the City unless the employee has paid the City the full purchase price of the vest, at which time title to the vest will pass to the employee.

The current practice of providing vests to and wearing vests by detectives will continue. It is recognized that detectives do not wear the vests at all times while on duty.

Section 4

a) Each non-probationary employee, during his/her first ten (10) years of employment with the City as a police officer, will be permitted to purchase three (3) firearms through the City and may use the payroll deduction plan provided that only one (1) weapon may be on payroll deduction at any one time.

b) After ten (10) years of employment with the City as a police officer, the employee will be permitted to purchase one (1) additional weapon through the City and may use the payroll deduction plan without turning in a weapon.

c) If the City changes requirements or changes policies regarding the type or caliber of weapon that an employee can carry while on duty, any employee who has not previously purchased that firearm through the City, may purchase the required firearm and may use the City payroll deduction plan.

d) Any weapon lost or stolen may be replaced by the employee under this program provided that the employee signs an affidavit explaining the circumstances of the loss or theft of the weapon.

ARTICLE 19

SICK LEAVE

Section 1. Sick Leave Accrual.

Each regular full-time and probationary employee will earn sick leave credit at a rate in accordance with the schedule below. All sick leave hours credited for bi-weekly pay periods after October 1, 2002 will be payable sick leave hours.

<u>Regular Work Week in Average Hours</u>	<u>No. of Hrs. Accumulated Per Biweekly Pay Period</u>	<u>Number of Hours Accumulated Per Yr.</u>
40	3.1	80.6

When an employee has used his accumulated sick leave so as to have reduced his sick leave balance to zero (0), he shall not again begin to accumulate sick leave until he has returned to full-time duty. Sick leave will be credited to employees' accounts biweekly.

Section 2. Employees Not Eligible for Benefits.

Temporary or part-time employees shall not be entitled to sick leave benefits.

Section 3

Sick leave is an earned privilege which shall be allowed only for the following cause:

- a. Personal illness or disability over which the employee has no immediate control.
- b. Illness of a member of the employee's immediate family. The following relationships shall be considered immediate family: Mother, Father, step parent, Foster parent, Brother, Sister, step sibling, Wife, Husband, Son, Daughter, step child, Foster child, immediate in laws, grandparents, grandchildren, first aunt or uncle or members of the immediate household having permanently resided under the same roof. In order to receive sick leave, the employee must be in attendance at the place of illness (i.e., family member lives out of state, employee must be in attendance in the state where the sick relative resides.

- c. In the event of the death of a member of the employee's immediate family the employee may use sick leave. Immediate family is defined above. Sick leave because of the death of a member of the employee's immediate family shall not be unreasonably denied. If additional leave is required, accrued vacation leave may be used as urgently needed leave.
- d. Legal quarantine because of exposure to contagious disease.
- e. Medical, dental or optical appointments which cannot be arranged at a time other than during the employee's regular working hours.

Section 4. Sick Leave Not Applicable to Disability Absences.

Sick leave shall not be paid for absences due to a permanent disability either job-related or not job-related. Permanent disability is covered by the City's pension plans, Social Security and, in the event of job-related disability, workers' compensation insurance.

The City reserves the right to require that an employee be examined, as a condition of continued employment, to determine if such employee is permanently disabled by reason of any physical, mental or emotional condition. Examination will be performed by physician(s) selected by the City and the cost of such examination will be borne by the City.

Section 5. Responsibility of Employee Taking Sick Leave.

In order to be granted sick leave with pay, an employee must meet the following conditions:

- a. Except in exceptional circumstances, when it is impossible to notify in advance, an employee must notify either his immediate supervisor or if the immediate supervisor is not on duty, notify dispatch of the fact and reason for his/her absence at least one hour

prior to scheduled starting time. Failure to notify the supervisor within the required time may be cause for denial of sick leave with pay.

- b. When required by his department head, an employee shall submit a medical certificate from a physician or dentist certifying the employee's absence from work. The Police Chief or his designee shall require a medical certificate for any sick leave in excess of three consecutive work days. The Police Chief may make an appropriate inquiry into any use of sick leave. If an employee experiences three or more separate sick leave absences in any twenty-eight (28) day period, his department may require the employee to submit a medical certificate certifying such absences before the employee is granted sick leave with pay. A department head may require a medical certificate for any sick leave absence for which he has reason to believe that sick leave privileges may be or have been misused.

Section 6. Misuse of Sick Leave.

An employee claiming sick leave for purposes other than those herein specified shall suffer loss of pay for the time of such misuse of sick leave and shall be subject to disciplinary action up to and including dismissal.

Section 7. Eligibility for Sick Leave.

Sick leave credits shall be accrued during the first three months of employment, but an employee will not be eligible for sick leave benefits until he has completed three (3) months of continuous service.

Section 8. Absences for Periods Less Than Full Work Shift.

Sick leave absences for a fractional part of a full work shift shall be charged to the nearest half hour, except not in an amount less than one quarter (.25) hour.

Section 9. Control of Sick Leave.

The Police Chief is responsible for control of attendance to ensure that absences by employees receiving sick leave pay are for causes covered by this contract and City policy. .

Section 10. Extended Illness or Incapacities.

An employee will only be permitted to use that sick leave credit which has been earned. Special cases involving extended illnesses or incapacities will be referred to the City Manager for appropriate action.

Section 11. Terminating Employees.

The sick leave credits of an employee who leaves the service of the City for any reason, including regular or disability retirement, shall be terminated on the last day that such employee is actively employed by the City, except as indicated in Section 12.

Section 12: Accrued and Payment for Sick Leave

- a. Each member will receive 80.6 hours sick leave per year credited at the rate of 3.1 hours per 2-week pay period.

- b. Each member will have the option on March 31 and September 30 of each year of receiving pay (base hourly rate) for up to 80 payable sick leave hours each option date. To be eligible to participate in the sell-back option an employee must have a minimum combined balance of two hundred forty (240) hours of payable sick leave, non-payable sick leave and vacation leave; provided that employees must, after the sell back, retain a minimum of 40 hours payable and/or non-payable sick leave.
- c. Each member will have the option on March 31 and September 30 of each year of converting up to forty (40) hours of payable sick leave to vacation hours. To be eligible, an employee must have a remaining sick leave balance of at least eighty (80) hours of sick leave after the conversion.
- d. All payable sick leave hours will be paid (base hourly rate) when a non-probationary employee leaves the employ of the City, if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director, Police Chief, or City Manager/designee.
- e. Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued sick leave.
- f. Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals

have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

Accrued sick leave payments at retirement under this Article will not be included as salary for pension purposes.

Section 13

The City will permit bargaining unit employees and City employees to donate current payable sick leave hours or vacation leave hours to other bargaining unit employees and City employees under the following conditions:

- (A) The recipient has exhausted all of his/her accrued sick leave and vacation leave.
- (B) The recipient is on extended leave due to illness or injury with the expectation of returning to work. Extended leave is leave for two (2) calendar weeks or more, unless the Chief determines in his discretion that circumstances warrant an exception to the two-calendar week requirement.
- (C) Hours must be donated in four (4) hour increments (4 hours of payable sick leave or 4 hours of vacation leave). Donations are hour for hour, regardless of rank or rate.
- (D) The donated hours will be credited to the recipient's non-payable sick leave/vacation leave account as appropriate.
- (E) The City will post a notice when donated time is being requested. The notice will state the estimated total amount of leave needed by the recipient. However, if all of the donated hours are not used by the recipient, the unused hours will remain in the recipient's account and will not be re-credited to a donor.
- (F) The City assumes no responsibility for the donated time and will not encourage or discourage the donation of time.

(G) The recipient will not accrue any additional vacation leave or sick leave while on leave and being paid from donations of vacation leave or sick leave by fellow employees. Holiday pay will not be paid to an employee using donated sick leave or vacation leave. Employees will not be entitled to receive or accrue any additional benefits as a result of donated time under this Section. Family Medical Leave Act will start as set forth in Article 29, Section 2. Health care coverage provided by the City will not be extended beyond the requirements of the Family Medical Leave Act as a result of donated time under this program.

ARTICLE 20

VACATION LEAVE

Section 1. Vacation Leave Accrual

Effective October 1, **2022**, each regular full-time and probationary bargaining unit employee will, based upon continuous months of service be credited bi-weekly with vacation leave according to the following schedule:

SERVICE MONTHS	BIWEEKLY ACCRUAL	TOTAL ANNUAL VACATION HRS	HOLIDAY BIWEEKLY ACCRUAL	TOTAL BIWEEKLY ACCRUAL	MAXIMUM ANNUAL BAL w/ HOLIDAY PAY
0-60	3.0770	80	4.00	7.0770	584
61-72	3.3847	88	4.00	7.3847	592
73-84	3.6924	96	4.00	7.6923	600
85-96	4.0000	104	4.00	8.00	608
97-108	4.3077	112	4.00	8.3077	616
109-132	4.6154	120	4.00	8.6154	624
133-157	4.9231	128	4.00	8.9231	632
158-181	5.2308	136	4.00	9.2308	640
182-204	5.5385	144	4.00	9.5385	648
205-216	5.8462	152	4.00	9.8462	656
217-228	6.1539	160	4.00	10.1538	664
229 +	6.4615	168	4.00	10.4615	664

Unused vacation leave may be accumulated to a maximum of five hundred and four hours plus the annual vacation leave accrued for the employee's completed years of service.

An employee on leave without pay for up to 7 consecutive days continues to accrue vacation time. Any employee on leave without pay for 8 or more consecutive days will not be credited with vacation hours for any bi-weekly pay period ending after eight (8) days of such absence. Vacation leave shall be considered earned on the day following the end of each bi-weekly

pay period and shall be credited to the employee's vacation account bi-weekly. Vacation credits shall be accrued during the first six months of employment, but an employee will not be eligible for vacation leave benefits until he/she has completed six months of continuous employment.

Section 2. Eligibility for Vacation Leave.

An employee shall be eligible to use vacation leave at any time after such vacation leave has been credited to his account, as indicated on their most recent paycheck stub or timecard, except at such time when a department's workload makes it impractical for such vacation leave to be granted.

Section 3. Scheduling of Vacation Leave.

Whenever possible, employees will be granted vacation leave at the time they desire. However, the Police Chief has the right to schedule all vacation leave. When scheduling vacation leave, consideration shall be given to longevity of service.

Section 4. Ineligible Employees.

Part-time or temporary employees are not eligible for vacation leave.

Section 5. Terminating Employees.

Any non-probationary employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for unused earned vacation leave, up to a maximum of six hundred fifty-six (656) hours, (496 maximum accrual on day prior to anniversary date plus 160 hours credited on first payroll date following the anniversary date), if the employee gives and works through a minimum two-week notice, unless unable due to unforeseen

circumstances or deemed medically or psychologically unfit by a medical provider and approved by the Human Resources Director or City Manager/designee.

Non-probationary employees who do not give and complete a two-week notice or who are terminated from the City's employment will be paid half of their accrued vacation leave.

Any non-probationary employee who is terminated will be paid half of their accrued leave within sixty (60) days of their last day of active employment, signing a grievance waiver, or after all post-termination hearings or appeals have been finalized, whichever is later. Payment will be processed during schedule payroll periods.

The City will review any terminating probationary employee's record and pay them only holiday pay, provided, however, the City shall reduce the holiday pay owed by any vacation time taken by the employee during probation.

If the employee retires from the City, payment under this Section will be made on the employee's last check. Accrued vacation leave payments at retirement under this Article will not be included as salary for pension purposes. The official termination date shall be the last day of active employment and shall not be extended for the purpose of vacation leave.

Section 6. Full Hours to be Charged.

Vacation leave shall be charged to employees' accounts in increments of one quarter (.25) hour.

Section 7. Granting of Vacation Time.

All vacations shall be granted as to time and manner according to the practice presently in effect with the department as long as in the opinion of the Chief, such practice will cause the least interference with the performance of the regular work of the police force.

ARTICLE 21

HOLIDAY LEAVE

Section 1

City shall provide holiday leave benefits which provides for thirteen (13) holidays at 8 hours per holiday. The holiday hours will be credited to the employee's vacation hour accrual at the close of each bi-weekly payroll period at a rate of 4.0 hours per bi-weekly pay period. A non-probationary bargaining unit employee who leaves the service of the City for any reason, including regular or disability retirement, shall be paid for such accrued holiday pay, as outlined in Article 20, Section 5.

The City observed holidays are:

- New Year's Day
- Martin Luther King's Birthday (3rd Monday in January)
- Presidents Day
- Good Friday
- Memorial Day
- Juneteenth
- Independence Day
- Labor Day
- Veterans Day
- Thanksgiving Day
- Day after Thanksgiving
- Christmas Eve Day
- Christmas Day

ARTICLE 22

EDUCATIONAL REIMBURSEMENT/RETRAINING

Section 1

The City agrees to encourage continued education in the field of police work. For employees not on probation and on the payroll on October 1, 2015 the City will reimburse tuition and fifty (50) percent of book expense to an officer, upon completion of the course work as hereinafter set forth under the following conditions:

(a) Courses taken at a community college or university by employees working on an AA, AS, BA, or BS, in criminal justice, criminology, police science or otherwise approved and related degree consistent with the parameters set forth in Article 14, Wages. It is recognized that some courses will not be directly related to the major but may be required as part of the degree program.

(b) Criminal justice, criminology, or police science courses, even though the employee may not be working toward a criminal degree.

(c) Any course work or degree other than that listed in (a) or (b) above will be reimbursed at the sole discretion of the City only if the prior permission of the City Manager or his designee is obtained before enrolling in the course.

(d) In order to qualify for reimbursement, the employee must receive a "C" or better when working on an AA, AS, BA or BS degree. If the employee is not working on a degree, the employee must receive a "B" or better to be entitled to reimbursement.

(e) Reimbursement will be limited to the actual cost of tuition and fifty percent (50%) of the cost of required books (employee keeps the books) upon the submission of receipts for the tuition and books after meeting the grade requirements set forth above. Tuition for community

college courses shall be limited to the tuition charged by St. Johns River State College; tuition for university courses shall be limited to the tuition charged by the University of North Florida. If the employee chooses to go to an accredited institution other than a community college or a state university, the City's tuition reimbursement responsibility will be limited to the tuition charged by St. Johns River State College or the University of North Florida.

(f) Participation in the tuition reimbursement program is totally voluntary on the part of the employee. The City's sole responsibility under this Article is the payment of tuition and book expense as provided herein. Any employee receiving a scholarship or grant for education is not eligible for this Program, unless the amount received is less than the cost of tuition, which will be reviewed on a case-by-case basis. Such scholarships and grants include (but are not limited to) G. I. benefits, Social Security benefits and tuition waivers. Persons receiving bona fide educational loans are eligible for reimbursement.

(g) An employee may take up to two courses or eight hours per semester.

(h) If an employee who has received tuition reimbursement and/or book expenses under this Section leaves the employment of the City of St. Augustine, whether voluntarily or involuntarily, the employee shall be required to reimburse the City for all tuition and book expense paid by the City within the two-year period immediately preceding the employee's termination from the City. The employee will sign an agreement relating to reimbursement of the City under this paragraph at the time the employee receives payment from the City for tuition and book expense.

Section 2

It is the officer's responsibility to obtain mandatory retraining. The City will supply the Union with the Criminal Justice Standards and Training Commission Report that is supplied to the City by the Commission, which shows the compliance date for mandatory retraining. When an employee attends a course that can count for mandatory retraining or career development, it is the employee's option on how the course is to be counted.

Section 3

The City reserves the ultimate right to limit or discontinue this program based on fiscal impact to the City's budget by advising the Association of its decision without further bargaining. The City will honor reimbursements approved prior to any such action.

ARTICLE 23

WORKERS' COMPENSATION

Section 1

All workers' compensation premiums are to be paid by the City. An employee who is temporarily disabled as a result of an injury received in the course of employment with the City shall be entitled to be compensated as described herein. If an employee is working off duty as permitted by Article 15, the officer will be covered by this Section only if the injury occurs while performing a function which the employee must be a certified police officer to perform, *i.e.*, effecting an arrest. During the first week (7 calendar days), the employee will receive his/her normal City paycheck. For the second through the thirteen weeks of any compensable disability, such employee shall receive eighty-five percent (85%) of his/her normal pay. The purpose and intent of this eighty-five percent (85%) payment is to provide an employee who sustains a compensable injury with an amount of pay which approximates the employee's pre-injury normal pay after taxes. For the purpose of this Section, the normal pay will be the amount of salary excluding overtime the employee was receiving immediately prior to his injury. In order to qualify for these benefits, the employee must endorse all of his/her workers' compensation checks over to the City. It is the employee's option to choose between the workers' compensation check or the City check; however, once an option is selected, that option will continue for the remainder of the thirteen (13) weeks during which the employee could receive the eighty-five percent (85%) payment by the City. The payment under this Article will continue for a maximum of up to thirteen (13) weeks within the two (2) year period following the date of such injury or until the date of medical determination that the employee will be unable to return to duty, whichever comes first. If such disability continues for more than fourteen (14) weeks within the two (2) year period

following the date of such injury or has been medically determined to be of a nature which prevents return to duty of the employee's eighty-five percent (85%) of normal pay shall be terminated at the end of said fourteen (14) week period or date of medical determination that such employee will be unable to return to duty within said period and the employee will retain his workers' compensation checks. The City may, at its option, provide extensions beyond the fourteen (14) week period limitation as outlined herein. At the termination of the fourteen (14) week period or the termination of the extension period or upon a medical determination of a nature which prevents the return to duty, the employee's right to compensation shall be governed by the Workers' Compensation Law and by his/her entitlement to pension rights and other benefits, if any. Should changes in the Federal Withholding and FICA/Medicare regulations and laws regarding taxability of Workers' Compensation benefits be enacted, the parties will meet to discuss an appropriate adjustment to the eighty-five percent (85%) formula in Section 1 of this Article. During leave under this Section 1, the City will continue to provide group insurance coverage at City cost to the same extent provided to other bargaining unit employees and the employee will continue to accrue sick leave and vacation leave.

Section 2

After the first fourteen (14) weeks of disability, if an employee receiving temporary total or temporary partial weekly indemnity benefits desires to supplement workers' compensation up to the eighty-five (85%) percent level in Section 1 above with accrued but unused sick leave or vacation leave, he/she may do so by advising the City's Human Resources Department and continuing to deposit his/her workers' compensation check with the City's Finance Department and the employee's paycheck as defined in Section 1 will continue to be issued. The employee's

sick leave account and then vacation leave account will be charged up to the supplement amount which is the difference between the statutorily established workers' compensation and eighty-five (85%) percent of the employee's normal pay. The number of hours charged to the employee's leave account(s) will be calculated by dividing the supplement amount by the employee's hourly wage. The employee may use less than the calculated hours but not more.

While the employee is receiving 85% compensation under Section 2, the City will continue to provide group insurance coverage at City cost to the extent provided for other bargaining unit employees, but the employee will not accrue vacation leave or sick leave.

Section 3

The City may require an employee who is disabled on duty and therefore eligible to receive workers' compensation under Sections 1 and 2 above to perform any other available work within the City, provided the employee's attending physician's assessment of the employee's physical or mental abilities, work restrictions or limitations does not prohibit the employee from performing assigned work. The employee's refusal or failure to perform such assignments will result in the employee forfeiting all statutory and contractual workers' compensation benefits under this Article. The City may require a second medical opinion at its cost. If the medical opinions disagree as to the ability of the employee to perform the available work, a third medical opinion at the City's cost may be obtained, which will be binding. The third doctor will be selected by the employee's doctor and doctor designated by the City.

The employee will continue at his regular rate while performing such assigned work during the sixteen (16) week period following the date of injury as described in Section 1 above. After the sixteen (16) week period within the two (2) year period as described in Section 1 above, the

employee will be paid at the rate of the job to which he/she is assigned (or at the sole discretion of the City, be paid a higher rate of pay) and if so entitled, the employee will receive state worker compensation temporary partial wage loss benefits. The City retains the right to end such temporary assignments at any time or to offer the employee another regular, full-time position with the City.

Section 4

The Association and the bargaining unit recognize that the pay protection for those injured on the job is a valuable benefit not universally available to all City employees. The Association, the bargaining unit and the City will work together to ensure that there is no abuse of Workers' Compensation.

ARTICLE 24

SAFETY AND HEALTH

Section 1

It is the responsibility of the City to provide safe and sanitary working conditions in all present and future installations and to develop a safe working force. The Association will cooperate with and assist management to live up to this responsibility.

Section 2

The City and The Association insist on the observation of safe rules and safe procedures by employees and supervisors and insist on the correction of unsafe conditions. Failure of employees to comply may result in a disciplinary action.

Section 3

If an employee believes he/she is being required to work under unsafe conditions, the employee shall (1) notify his/her immediate supervisor who will immediately investigate the condition and take corrective action if necessary; (2) the Association Steward may immediately notify the Chief; (3) file a grievance if no corrective action is taken within the period stated in Article 16.

Section 4

Employees who work at jobs or in areas deemed by the City Office of Assistant City Manager to be dangerous shall be required to wear safety devices and/or equipment as designated by that office as necessary for their protection. Such devices and equipment will be

provided by the City. When such equipment has been prescribed by the Assistant City Manager, it shall be furnished by the City at no cost to the employee. Failure or refusal of an employee to wear safety devices and use safety equipment shall be grounds for disciplinary action.

Section 5

This Article will not be used as a guideline for manning levels.

ARTICLE 25

MEDICAL COVERAGE

Section 1

Effective October 1, 2022, the City shall participate in the UBC HealthCare Trust Fund for medical, vision, and dental benefits for all regular, full-time employees. The City will pay for each employee's medical, vision, and dental benefits at 100% for the duration of this Agreement. The employee will pay for dependent coverage, provided that the City will contribute 80% and the employee will contribute 20% toward dependent coverage for the fiscal year 2022-2023.

The extent of the City's obligations under this Article shall be limited to the payment of the contributions established by the City. Covered employees shall be entitled to benefits only in accordance with and governed by the conditions of the plan of benefits established by the Trust Fund. Neither the City nor the Union shall be obligated to pay any insurance benefits directly to employees.

Participation in the UBC HealthCare Trust Fund is subject to annual renewal after reviewing the claims experience and renewal rates. Therefore, after reviewing renewal rates and/or prior to September 30th each contract year, the City reserves the ultimate right to make any changes including but not limited to continued participation in the UBC HealthCare Trust Fund or change to fully insured insurance carrier(s) nature, scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget.

Section 2

Should the City terminate participation in the UBC Trust Fund for any of the remaining years of this contract, the health insurance plan as approved by the City of St. Augustine will be offered for all regular, full-time employees. The City will pay for each employee's Group Health Insurance for the duration of this Agreement, provided however, that the City reserves the ultimate right to make any changes including but not limited to any change in the insurance carrier(s) nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. The employee will pay for dependent coverage; provided that the City may, at its option, contribute toward dependent coverage. If the City contributes toward dependent coverage, it may at its option decrease or cease such contributions in the future by advising the Association of its decision without further bargaining.

Section 3

In addition, should the City terminate participation in the UBC Trust Fund for any of the remaining years of this contract, the City will provide dental coverage of its choice to regular, full-time employees only at the City's cost provided however, that the City reserves the ultimate right to make any changes including but not limited to, any change in the insurance carrier(s), nature or scope of coverage, amount of the coverage or in the cost of insurance or the City's contribution level based on any fiscal impact to the City's budget. Optional dependent dental coverage may be offered. The employee will pay for any and all elected dependent dental coverage.

ARTICLE 26

BULLETIN BOARD AND ASSOCIATION BUSINESS

Section 1

The Association shall have the use of up to one-half the area of the bulletin boards located in the Ready Room or Classroom area for posting notices, which shall not be of political or controversial nature.

All notices shall be signed by an officer of the Association.

Copies of all notices shall be submitted to the City Manager or his designee prior to their being posted. If the City Manager feels that the notice is of controversial nature, the Association agrees to rewrite it in such a way that it would not be of controversial nature.

Any material found on The Association bulletin board space not on file with the Employer or not signed by an officer of the Association may be removed by the Employer.

Section 2

The City hereby agrees that the Association will have the right to use the Training Room at the St. Augustine Police Department for the purpose of the Association meetings. The room must be scheduled in advance with the Chief of Police, and its use by the Association will be limited by other needs.

ARTICLE 27

COUNSELING

Section 1

Whenever any St. Augustine police officer is directly involved in a shooting incident (*i.e.*, the officer is doing the shooting or being shot at), the officer will be placed on “administrative leave” by the Chief of Police. The length of the leave shall be at the discretion of the Chief.

Section 2

If deemed necessary by the Chief of Police, the City will make available to the officer the services of a psychologist or qualified counselor approved by the City for the purpose of helping the officer deal with the “aftermath” of the incident. This service will be paid for by the City.

Section 3

If, in the opinion of the psychologist or counselor, the officer is unable to return to full active duty, the officer may be placed on light or administrative duty until such time as the psychologist or counselor certifies that the officer is ready to return to full active duty.

ARTICLE 28

LEAVE OF ABSENCE

Section 1

Subject to Article 9, with the written approval of the City Manager, an employee may be granted leave of absence without pay for a specified period not to exceed one year.

Such leave of absence may only be granted when an employee possesses such exceptional skills, abilities or specialized knowledge that the City Manager deems it in the best interest of the City to grant leave of absence and the privilege to return to the same position of employment at the end of the specified period of leave of absence.

In such event, the position temporarily vacated by the employee granted leave of absence may be filled by temporary appointment during the specified leave period.

Section 2

The employee's and the City's rights and obligations under the Family Medical Leave Act will be determined by the statute, applicable regulations, and court interpretations under the Act. In the event the Act requires a benefit greater than the benefits provided under this contract, the Act will apply. In determining leave eligibility, the City will use a rolling 12 month period measured backwards from the date leave is used. For other than intermittent leave, FMLA absences which exceed three (3) consecutive days will be counted against available FMLA leave, beginning with the first day of the absence. Leave under the FMLA will run concurrently with any other paid leave, such as sick leave, workers compensation leave, vacation leave, or any other leave whether paid or unpaid, during which employee medical insurance benefits are provided by the City at City expense.

Section 3

Both parties agree to comply with the Federal and State law in regard to military leave and the rehiring of employees called to military duty. These laws include but may not be limited to Chapter 115.07 Florida Statutes, the Uniformed Services employment and Reemployment Act (USERRA) and the Family Medical Leave Act of 1993 (FMLA) and as Amended by Section 585 of the National Defense Authorization Act.

ARTICLE 29

VACANCIES - PROMOTIONS

When a budgeted vacancy occurs in any position covered by this Agreement, such vacancy shall be filled without undue reasonable delay.

All vacancies shall be filled in accordance with City Personnel Regulations.

For the purposes of this Article, "undue unreasonable delay" will mean not more than six (6) months.

ARTICLE 30

ABOLISHMENT, CONSOLIDATION OR REDUCTION IN WORK FORCE

In the event of a City reduction in work force of 50% or more, consolidation or abolishment of the department, the City and The Association will meet as soon as possible to discuss severance pay.

ARTICLE 31

PREVAILING RIGHTS

Unless specifically provided for or abridged herein, all wage and economic fringe benefits, break times and other terms and conditions of employment that are mandatory subjects of bargaining, currently in effect known to and approved by the City Administration and City Commission shall remain in effect under conditions upon which they have previously been granted, unless changed as hereinafter provided.

In order to change or eliminate any prevailing right as described above, the City will notify the Association of the proposed change and upon request of the Association, negotiate over the change. If the parties are unable to reach agreement, the change will not be made until the City has met the minimum requirements then in existence under the Public Employees Relations Act for bargaining over such changes.

Nothing in this Article shall prevent the City from making reasonable changes in work rules or methods, provided that such changes do not reduce the benefits referred to above.

The City will provide the Association with a copy of written work rules affecting employees covered by this Agreement that are instituted or modified during the term of this Agreement.

Nothing in this Article shall be construed to modify or eliminate the concept of past practice.

ARTICLE 32

SEVERABILITY CLAUSE

Should any part of this Agreement or any portion therein contained be rendered or declared illegal, legally invalid or unenforceable by a court of competent jurisdiction, or by the decision of any authorized governmental agency, such invalidation of such part or portion of this Agreement shall not invalidate the remaining portions thereof. In the event of such occurrence, the parties agree to meet within 15 days and if possible, to negotiate substitute provisions for such parts or portions rendered or declared illegal or invalid. The remaining parts and provisions of this Agreement shall remain in full force and effect.

ARTICLE 33

DURATION

Section 1

This Agreement will be in full force and effect from October 1, 2022 or the date of ratification, whichever is later, through September 30, 2025.

Section 2

Either party may notify the other in writing between March 1, 2025 and June 1, 2025 of its desire to modify or terminate the Agreement effective September 30, 2025. If notice is not given by June 1, 2025, of the intent to modify or terminate, the contract will automatically renew for successive one-year periods until written notice to modify or terminate is given by either party by June 1 of a succeeding year.

CITY OF ST. AUGUSTINE

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

By: _____

John P. Regan
City Manager

By: _____

Jonathan Marston
Police Sergeant

By: _____

Chris Miller
Police Corporal

DATE: _____

DATE: _____

Subject to ratification by the City of St. Augustine Commission.

Attest:

Ratified by the City Commission:

Darlene Galambos
City Clerk

Date

APPENDIX A

POLICE OFFICER

1	\$52,395.25
2	\$52,919.20
3	\$53,448.39
4	\$53,982.88
5	\$54,522.71
6	\$55,067.93
7	\$55,618.61
8	\$56,174.80
9	\$56,736.55
10	\$57,303.91
11	\$57,876.95
12	\$58,455.72
13	\$59,040.28
14	\$59,630.68
15	\$60,226.99
16	\$60,829.26
17	\$61,437.55
18	\$62,051.93
19	\$62,672.45
20	\$63,299.17
21	\$63,932.16
22	\$64,571.48
23	\$65,217.20
24	\$65,869.37
25	\$66,528.06
26	\$67,193.34
27	\$67,865.28
28	\$68,543.93
29	\$69,229.37
30	\$69,921.66
31	\$70,620.88
32	\$71,327.09
33	\$72,040.36
34	\$72,760.76
35	\$73,488.37
36	\$74,223.25
37	\$74,965.49
38	\$75,715.14
39	\$76,472.29
40	\$77,237.02

APPENDIX B

CORPORALS

1	\$55,238.14
2	\$55,790.53
3	\$56,348.43
4	\$56,911.92
5	\$57,481.03
6	\$58,055.84
7	\$58,636.40
8	\$59,222.77
9	\$59,815.00
10	\$60,413.15
11	\$61,017.28
12	\$61,627.45
13	\$62,243.72
14	\$62,866.16
15	\$63,494.82
16	\$64,129.77
17	\$64,771.07
18	\$65,418.78
19	\$66,072.97
20	\$66,733.70
21	\$67,401.03
22	\$68,075.04
23	\$68,755.79
24	\$69,443.35
25	\$70,137.79
26	\$70,839.16
27	\$71,547.56
28	\$72,263.03
29	\$72,985.66
30	\$73,715.52
31	\$74,452.67
32	\$75,197.20
33	\$75,949.17
34	\$76,708.66
35	\$77,475.75
36	\$78,250.51
37	\$79,033.01
38	\$79,823.34
39	\$80,621.58
40	\$81,427.79

APPENDIX C

SERGEANTS

1	\$69,359.11
2	\$70,052.70
3	\$70,753.23
4	\$71,460.76
5	\$72,175.37
6	\$72,897.12
7	\$73,626.10
8	\$74,362.36
9	\$75,105.98
10	\$75,857.04
11	\$76,615.61
12	\$77,381.77
13	\$78,155.58
14	\$78,937.14
15	\$79,726.51
16	\$80,523.78
17	\$81,329.01
18	\$82,142.30
19	\$82,963.73
20	\$83,793.36
21	\$84,631.30
22	\$85,477.61
23	\$86,332.39
24	\$87,195.71
25	\$88,067.67
26	\$88,948.34
27	\$89,837.83
28	\$90,736.21
29	\$91,643.57
30	\$92,560.00

APPENDIX D

Police Officers Bill of Rights, Florida Statutes § 112.532 (1990).

LETTER OF UNDERSTANDING

BETWEEN

CITY OF ST. AUGUSTINE
AND
THE COASTAL FLORIDA POLICE BENEVOLENT ASSOCIATION

The City of St. Augustine has adopted a Drug Free Workplace Policy. A summary of the Policy is attached to this Letter as Attachment A. Where there is a conflict between this Policy and the Department Drug Screening Program, this Policy will prevail.

Random drug testing will be implemented as part of the City's Drug Free Workplace Policy. Up to five times annually (October through September), the City will draw 20% of the names or social security numbers of certified personnel. Those individuals whose names or numbers are drawn will immediately be sent for a drug test. If off duty, the individual's name/number will remain confidential and they will be sent for testing immediately upon returning to duty. The Association may be present at the time of the random selection, in which case social security numbers will be used. The Association representative present will certify that the numbers were drawn at random by signing the list of numbers drawn. All certified personnel will be subject to having their names or social security numbers drawn each time and, as a result, may be tested more than once per year. Testing, Testing Procedure and Test Results will be as defined in the Drug-Free Workplace Policy.

CITY OF ST. AUGUSTINE

COASTAL FLORIDA POLICE
BENEVOLENT ASSOCIATION

/s/ Wm. B. Harriss
William B. Harriss

/s/ Patrick L. McGuire
Patrick McGuire

Date 9/26/05 .

Date 9/22/05

Subject to ratification by the City of St. Augustine City Commission.

/s/ Martha V. Porter
Martha V. Porter (seal)
City Clerk

RATIFIED BY CITY COMMISSION

9/26/05
DATE

DRUG FREE WORKPLACE POLICY SUMMARY

In a commitment to safeguard the health of our employees and to provide a safe working environment for everyone, we have established a Drug-Free Workplace Policy for the City of St. Augustine. This policy is implemented pursuant to the Drug-free workplace program requirements under F.S. 440.102 and the rules of the Department of Labor and Employment Security, Division of Workers' Compensation; Section 234.091 Florida Statutes; Regulations of the U.S. Department of Transportation (D.O.T.) contained in 49 CFR Part 40; and Regulations of the Federal Highway Administration continued in 49 CFR Parts 382 and 391.

The essential parts of this policy are:

1. The City of St. Augustine prohibits the use, possession, sale, manufacture or distribution of drugs, or other controlled substances on or off its property. Except as otherwise provided in City policy, the City prohibits the use or possession of alcohol on City property. It is also against City policy to report to work or to work under the influence of drugs or alcohol. Any employee who is taking any prescription drug which might impair safety, performance or any motor function must advise his or her supervisor before requesting to work under such medication.
2. Drug Testing of Job Applicants:
 - a. All Applicants considered final candidates for a position will be tested for the presence of drugs as part of the application process, to the extent permitted by Florida law.
 - b. Applicants will be asked to sign the Applicant Drug Testing Consent form. If an applicant refuses, he/she will not be considered for employment and the employment application process will be terminated.
 - c. If an applicant's test is confirmed positive, the applicant will not be considered for employment and will be informed that he/she has failed to meet employment standards.
3. Drug Testing of Employees:
 - a. Reasonable Suspicion Testing: Employees will be tested when there is a reasonable suspicion that an employee is using or has used drugs.
 - b. Random Testing: Employees in designated safety sensitive or special risk positions may be subject to random testing. Currently this includes employees required to possess a commercial driver's license, certified firefighters and certified police officers. The scope criteria and testing process will be governed by applicable state and federal laws and collective bargaining agreements.
 - c. Routine Fitness for Duty Testing: Employees will be drug tested if the test is conducted as a part of a routinely scheduled employee fitness-for-duty medical examination.
 - d. Post Accident. Employees who cause or contribute to an accident will be tested.
 - e. Follow-up Testing: All employees who have been determined to have used drugs will be subject to unannounced follow-up drug tests. Employees in safety sensitive or special risk positions will not be allowed to work in these positions while being professionally evaluated and/or participating in rehabilitative programs.
 - f. Additional Testing: Additional testing may also be conducted as required by applicable state or federal laws, rules or regulations or as deemed necessary by the City of St. Augustine (i.e. internal application for promotion or transfer to special risk or safety sensitive positions).
4. Disciplinary Action:
 - a. In the case of a first time violation of the City's policy, including a confirmed positive drug test result (without evidence of use, sale, possession, distribution, dispensation or purchase of drugs on City premises or while on duty), the employee will be subject to discipline up to and including discharge.
 - b. The City may suspend employees without pay under this policy pending the results of a drug test or investigation.

- c. Any employee using, selling, purchasing, possessing, distributing or dispensing drugs on duty or on City premises or in a City vehicle will be discharged, except where such activity is written within the scope of employment of a police officer.
- d. The City will not discharge or otherwise discipline an employee solely upon the employee's voluntarily seeking treatment for a drug related problem if the employee has not previously tested positive for drug use, entered an employee assistance program for drug related problems, or entered a drug rehabilitation program.
5. All information, interviews, reports, statement memoranda and drug test results, written or otherwise, received by the City of St. Augustine as a part of this drug testing program are confidential communications. Unless authorized by state laws, rules or regulations, the City of St. Augustine will not release such information without a written consent form signed voluntarily by the person tested.
6. A Drug Use Information form which is a confidential report which must be filled out by both job applicants and employees both before and after being drug tested. This form permits individuals to provide the Medical Review Officer (MRO) with a list of all prescription and non-prescription drugs they are currently using or have used in the last month, as well as any other information they consider relevant to the test. The employee or applicant may consult the MRO for technical information regarding prescription or non-prescription drugs. The information is on Drug Testing/Chain-of-Custody HRS form 1806 or other current form will be provided to you.
7. Prior to testing, the job applicant or employee will be given a list of the most common medications by brand name or common name and chemical name which may alter or affect a drug test. This information is on the Drug Testing/Chain-of-Custody HRS form 1806 or will be provided to you.
8. Attachment "A" is a list of the common medications by brand name and chemical name which may alter or effect a drug test. Attachment "B" is a list of employee assistance programs and local drug and alcohol rehabilitation programs.
9. Any applicant who refuses to submit to the pre-employment drug test shall be ineligible for hire.
10. **Any employee who refuses to submit to a drug test may be terminated from employment or otherwise disciplined by the City. An injured employee who refuses to submit to a drug test or has a positive confirmation test, in addition to the above consistent with Florida law may, forfeit his/her eligibility for all workers' compensation medical and indemnity benefits. An employee in special risk or safety sensitive positions, including an employee with commercial driver's license whose test is confirmed positive or who refuses to submit to a drug test who is not terminated will not be allowed to operate a City vehicle until that employee has been evaluated by a substance abuse professional or MRO, complied with recommended rehabilitation and has a negative result on a return-to-duty drug test.**
11. The following is a list of all drugs (described by brand name, common name and/or chemical name) for which the City will test:

Alcohol (booze, drink, distilled spirits, wine, beer, malt beverage, intoxicating liquor, alcoholic beverage)
 Amphetamines (Binhetamine, Desoxyn, Dexedrine)
 Barbiturates (Phenobarbital, Tuinal, Amytal)
 Benzodiazophines (Ativan, Azene, Klonopin, Dalmane, Diaozepam, Halcion, Librium, Poxipam, Restoril, Serax, Tranxene, Valium, Vertron, Xanax)
 Cannabinoids (marijuana, hashish, hash, hash oil, pot, joint, roach, spleaf, grass, weed, reefer)
 Cocaine (coke, blow, nose candy, snow, flake, crack)
 Methaqualone
 Methodone (Dolophine, Methadose)
 Phencyclidine (PCP, angel dust, hog)
 Propoxyphene (Darvocet, Darvon N, Dolene)
 Opiates (opium, dover's powder, paregoric, parepectolin)

The actual drugs tested will vary based on whether the test is conducted under Federal Regulations or the Florida Drug Free Workplace Act.

12. Job applicants and employees have the right to consult the testing laboratory for technical information regarding prescription and non-prescription medication.
13. A job applicant or employee who receives a positive confirmed drug test result may contest or explain the result to the MRO or City within 5 working days after written notification of the positive test result. If a job applicant's or an employee's explanation or challenge is unsatisfactory to the MRO, the person may contest the results pursuant to rules adopted by the Department of Labor and Employment Security. The MRO shall report a positive test result back to the City.
14. Within five (5) days after written notification of a positive test result, the employee or job applicant may submit information to the City explaining why the test result does not constitute a violation of City policy; or after notification from the City, may otherwise contest the drug test result pursuant to rules adopted by the Department of Labor and Employment Security.
15. A job applicant or an employee has the responsibility of notifying the drug testing laboratory, through the employer, of any administrative or civil action brought pursuant to Chapter 440, Florida Statutes. The lab will maintain the sample until the case or administrative appeal is settled.
16. This policy may be the result of collective bargaining between the City and a labor organization. If you are an employee covered by a collective bargaining agreement, you should consult the the Association contract for appeal rights. In addition, there may be appeal rights under City policy, Florida Statutes 440.12 et seq., and to the Public Employees Relations Commission.
17. To ensure that drugs do not enter or affect the workplace, the City of St. Augustine, upon reasonable suspicion, reserves the right to search all personal vehicles, containers, or other employee owned items on City premises in furtherance of this policy. Individuals may be requested to display personal property for visual inspection upon the City's request.
18. Failure to consent to search or display for visual inspection, pursuant to Paragraph 17, will be grounds for termination or reason for denial of access to City premises by any others.
19. Searches of employee's personal property, pursuant to Paragraph 17, will take place only in the employee's presence. All searches under this policy will occur with the utmost discretion and consideration for the employees involved.
20. The contents of these drug guidelines are presented as statements of the City of St. Augustine's current policy and may be changed and updated by the City consistent with applicable law including Florida Statute 447. These guidelines are not intended to create a contract between the City of St. Augustine and any employee. Nothing in these guidelines binds the City of St. Augustine to a specific or definite period of employment or to any specific policies, procedures, actions, rules or terms and conditions of employment.
21. Employees, as a condition of employment, are required to abide by these guidelines.
22. In the event of a conflict between this Summary and a specific provision of (1) the City's Drug Free Workplace Policy; (2) federal or state law; or (3) a specific provision of an applicable collective bargaining agreement, the latter will prevail.

The above is a summary of the City of St. Augustine's Drug Free Workplace Policy. The complete policy is available in the City's Personnel Division.

MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF ST. AUGUSTINE AND THE
PROFFESIONAL FIRE FIGHTERS OF ST. AUGUSTINE LOCAL NO. 2282

This Memorandum of Understanding is entered into between the City of St. Augustine (City) and the Professional Firefighters of St. Augustine, Local No. 2282 (Union). The parties agree as follows:

1. The current Collective Bargaining Agreement is for the period October 1, 2021 to September 30, 2024 and pursuant to Article 35, the agreement has no reopener provisions,
2. However, the parties mutual agreed to modify Article 24 on June 27, 2022, which addresses the health and dental insurance provided by the City of St. Augustine.
3. During the fiscal year October 1, 2022 through September 30, 2023, bargaining unit members have agreed to health and dental coverage through participation in the UBC HealthCare Trust Fund.
4. Participation in the UBC HealthCare Trust Fund may be continued for fiscal year October 1, 2023 through September 30, 2024 pending renewal terms and fiscal impact to the City's budget.
5. The City's contribution toward dependent coverage will be per City policy 6.11 and 6.12.
6. This Memorandum of Understanding shall be subject to ratification by both the bargaining unit members and the City Commission.

CITY OF ST. AUGUSTINE

PROFESSIONAL FIREFIGHTERS OF
ST. AUGUSTINE, LOCAL 2282

John P. Regan, for the City

Joshua McKenzie, for the Union
President, Local 2282

Date

Date

Subject to ratification by the City of St. Augustine City Commission

RATIFIED BY THE CITY COMMISSION

Darlene Galambos, City Clerk

Date: _____